

Words The Relevance of Digital Transactions to *Ba'i As-Salam* and the Problematics of the Digital Transaction Concept in the Islamic Perspective

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Abstract

Since the internet became more accessible in the 1990s, the world trade industry has undergone a massive transformation. Electronic commerce or e-commerce has fundamentally changed the business landscape, with millions of businesses and consumers taking advantage of it every day. Islam considers that there must be an effort to Islamize the products that appear in this digital age to ensure the avoidance of the principles that are forbidden in Islam. This study aims to find out how transactions are viewed in Islam through the lens of Ba'i As-Salam, along with the problematic concept of digital transactions in the Islamic view. This study used semantic literature review. Buying and selling and digital transactions or in simple terms we call e-commerce in Islam have similarities with the Salam contract, which is a transaction process in which goods or commodities are suspended until they arrive at a predetermined time. The point is that there is a contract process for products that have not been physically visible in real life. The problem of digital transactions in the Islamic view does occur in various aspects, such as what happens in the process of Cash on Delivery (COD), Cashless Payment (Paylater) / Credit, Pre Order (PO) and Dropshipping. But all of that can be diverted by changing the contract in the process.

Keywords: Digital Transactions, Ba'i as-Salam, Problems, Islam



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INTRODUCTION

Over the past few years, e-commerce has become an indispensable part of global retail. Like many other industries, the buying and selling of goods have undergone significant transformation following the emergence of the internet. Thanks to the ongoing digitalization of modern life, consumers around the world now benefit from online transactions. With the expansion of global internet access and rapid adoption, now involving more than five billion internet users worldwide the number of people making online purchases continues to grow. In 2024, global retail e-commerce sales are projected to exceed USD 6.3 trillion, and this figure is expected to reach new heights in the coming years (www.statista.com).

There are various types of e-commerce platforms available, each with its own advantages and disadvantages. Independent e-commerce platforms such as Shopify, WooCommerce, and Magento allow businesses to build and manage their own online stores relatively easily. On the other hand, there are also major online marketplaces such as Amazon, eBay, and Alibaba that provide platforms for thousands of sellers and millions of buyers to interact.

The e-commerce industry continues to grow and evolve alongside technological advancements and changes in consumer behavior. One of the latest emerging trends is the adoption of artificial intelligence and data analytics to enhance the online shopping experience. In addition, more businesses are utilizing social media and influencer marketing to promote their products to broader audiences.

Although there are many benefits to online shopping and conducting business digitally, there are also challenges that must be addressed. One of the main challenges is transaction security and data privacy. As the number of online transactions increases, the risks of fraud and data breaches also rise.

Therefore, consumer protection and data security are crucial elements within the e-commerce ecosystem.

Governments in various countries have issued regulations to govern the e-commerce industry in order to protect consumers and ensure fair competition in the market. These regulations cover a wide range of matters, from data protection to online sales taxation. Compliance with these regulations poses its own challenges for e-commerce businesses, particularly those operating across borders.

One important aspect to consider regarding the impact of the internet as a medium for business and trade is the legal validity of online transactions. This is significant because online transactions often do not follow traditional contract law procedures, such as clearly determining the moment of agreement and the time at which a sale takes place, especially in cross-border transactions involving different time zones. Moreover, the identity of the parties involved in online transactions can also present issues, since the principle that applies in cyberspace is anonymity, meaning that the identities of both parties cannot always be verified with certainty (Mahmashani, 2007).

These issues represent only a portion of the many challenges that frequently arise in the context of online buying and selling and may affect the validity of such transactions. The validity of these transactions also greatly influences the responsibilities of both parties, potential legal disputes that may arise, and the methods for resolving such disputes.

Islamic teachings governing *muamalah* encompass the economic sphere. Islamic economics is not only based on philosophical foundations found in the Qur'an and Hadith but also ensures that an individual's economic activities bring about public benefit (*maslahah*) (Syafi'i A., 2001). The principles contained in the Qur'an include permanence, justice,

liberation, responsibility, and brotherhood (*ukhuwwah*). These foundations serve as guiding principles in Islamic economic activities, which continue to innovate and adapt to the demands and developments of contemporary times and civilization (Arwani, 2012).

Digital transactions in cyberspace today require compliance with Islamic law (Sharia), one of which involves the concept of *akad* (contract) as a determinant of a transaction's validity. Essentially, an *akad* is a permissible (al-jawaz wal-ibahah) and voluntary legal act. Therefore, the acceptance or rejection of a contract depends on its conformity with Sharia principles. Freedom of contract means that an agreement may be concluded as long as its essential pillars (*rukun*) and conditions (*syarat*) are fulfilled. In other words, a contract must be executed without coercion, and its validity depends on the fulfillment of these requirements (Haroen, 2007).

Although there are specific definitional differences between buying and selling and transactions in general, both share the fundamental concept of an exchange between one party and another. In essence, buying and selling is a specific form of transaction, as the term "transaction" refers to broader activities such as barter, leasing services, and buying and selling. In this paper, the author narrows the discussion of digital transactions or e-commerce specifically to buying and selling activities.

METHOD

This research is qualitative in nature with a descriptive-analytical approach, in which the discussion does not rely on statistical or numerical formulations. Qualitative research encompasses various types, including literature research, case studies, ethnography, and phenomenology (Darmawan, Huda, et al., 2024; Pohan, 2007).

The type of research employed in this study is library research, which is conducted using literary sources. The activities involved include examining written materials such as books, encyclopedias, dictionaries, journal articles, documents, magazines, and other relevant sources (Sukmadinata, 2015). This study applies a philosophical approach directed toward axiological and historical aspects. The historical approach is utilized to analyze phenomena based on social realities (Darmawan, Hakti, et al., 2024).

In terms of data collection techniques, the researcher uses literature review and documentation methods. Meanwhile, the data analysis technique applied in this study is Content Analysis. Definitively, Content Analysis is a technique used to conduct analysis by primarily explaining content in a literal manner, that is, examining material that contains specific meanings relevant to the research objectives, which are interpreted through various perspectives (Drisko & Maschi, 2016). A similar view is expressed by Krippendorff, who defines content analysis as a research technique generally designed to produce replicable and valid inferences from texts (or other meaningful materials) to the contexts of their use. This technique is divided into two types: Conceptual Analysis and Relational Analysis (Darmawan, Hasanah, et al., 2024).

RESULT AND DISCUSSION

The Relevance of the Concept of E-Commerce and *Bai' as-Salam* as the Legal Foundation of Digital Transactions in Islam

Written transactions are regarded as symbolic transactions that hold the same legal validity as verbal ones, provided that the intended purpose of each party involved in the agreement is fulfilled. Al-Syarwani states that messages and intentions conveyed through writing, as long as they are clearly

communicated, may be considered valid (Mustofa, 2016). In addition to rules concerning written transactions, it is important to understand that in law, actions are measured based on their intent and purpose rather than merely their outward form. In the context of digital transactions as legal acts, what matters is the intention and objective of each party involved. A fundamental principle affirms that the benchmark of an action lies in its intention and purpose, not in its appearance or method of communication. In contractual contexts, the wording and means of communication are not the primary legal standards.

Ibn al-Qayyim further explains that the legal ruling applied to an act or legal event differs from the ruling applied to its objective. For example, in the implementation of a sale contract, the legal focus lies on the purpose and substance of the transaction. Meanwhile, the intermediary or medium used to conduct the transaction is not considered problematic (Mustofa, 2016). In digital transactions or e-commerce systems, where payment is made via transfer and the goods are delivered at a specified later time, the corresponding concept in Islamic jurisprudence is *Bai' as-Salam*.

The concept of *Salam* sale, also known as *Salaf*, refers to a transaction in which the delivery of ordered goods is deferred, provided that the characteristics and specifications of the goods are clearly determined, while payment is made in full at the time of the contract. The legal basis for this can be found in Q.S. Al-Baqarah (2): 282.

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ؕ وَلْيَكْتُبَ
بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ

Additionally, a hadith narrated by Abdullah ibn Abbas (may Allah be pleased with him) states:

عن عبد الله بن عباس رضي الله عنهما قال: قدم رسول الله صلى الله عليه وسلم المدينة، وهم يُسلفون في الثمار: السنة والستين والثلاث، فقال: «من أسلفَ في شيء فليُسلف في كيل
«معلوم، ووزن معلوم، إلى أجل معلوم».

[صحيح] - [متفق عليه]

From another perspective, some scholars equate *Bai' al-Salam* with *al-Istisna'*, although there are differences regarding payment. In *al-Istisna'*, payment may be made at the time of contract or deferred according to the agreed delivery schedule of the commodity. The Maliki, Shafi'i, and Hanbali schools tend to discuss *al-Salam* and *al-Istisna'* within the same framework because both involve deferred delivery of goods not yet possessed by the buyer at the time of contract. However, the Hanafi school treats *al-Istisna'* as a separate category (Iska, 2010).

From the explanation above, it can be concluded that there is a fundamental similarity between *Bai' as-Salam* and e-commerce: both involve deferred delivery of goods with payment made upfront. However, in the classical *Salam* contract, payment was made conventionally in cash, in accordance with the conditions of that time. In contrast, in modern e-commerce systems, cash payment is made through online transfers, such as mobile banking or other digital transfer methods.

A more detailed comparison between e-commerce and *Bai' as-Salam* is as follows:

1. Offer

In *Bai' as-Salam*, the offer involves a sale agreement requiring mutual consent between seller and buyer through a contract that defers the delivery

of the object of sale. In e-commerce, the offer is made by the seller through a website. The seller provides a homepage displaying a list of products and services offered. Visitors can view product details, including prices, ratings or automated reviews from previous buyers, product specifications, and related categories. An offer in e-commerce occurs when a prospective consumer uses internet-enabled tools to communicate, via email or online chat, to place an order for the desired item.

2. Payment

Once the sale is agreed upon, payment in a *Salam* transaction must be made immediately. Scholars of the Maliki school limit this to a maximum delay of three days; if payment exceeds three days, the transaction is considered invalid (Makarim, 2003).

In e-commerce, Edmon categorizes payment methods into several types; a) ATM model transactions, involving only financial institutions and account holders conducting withdrawals or deposits. This allows users to perform financial transactions without visiting a bank office; b) Direct payment between two parties without intermediaries, where both parties transact directly using their respective currencies without involving a third institution. This method offers flexibility and efficiency; c) Payment through third-party intermediaries, such as debit cards, credit cards, or checks. Methods include online credit card payments and electronic check systems. If seller and buyer are in different locations, payment may occur through direct bank transfers (“account to account”). With technological advancements, payments can also be completed by entering credit card details into online forms provided by merchants. Third-party intermediaries facilitate cross-regional transactions and ensure secure and efficient payments.

3. Delivery and Receipt

In e-commerce, delivery of goods is common because sellers and buyers are often geographically distant—sometimes in different cities or countries. Delivery occurs after payment has been successfully processed. The consumer has the right to receive the purchased commodity, usually with shipping costs agreed upon by both parties. Delivery duration varies depending on location, travel time, and third-party courier policies. If goods are damaged during shipping, responsibility lies with the shipping party or the seller.

In *Bai' as-Salam*, discussions focus not on shipping mechanisms but on the location and time of deferred delivery (*al-ajl*). Scholars differ regarding the minimum period of deferment: Ibn Hazm suggests one hour, Imam Malik two days, Ibn al-Qasim fifteen days, and Muhammad (a Hanafi jurist) up to one month. Since no definitive limit is established, the contracting parties have the freedom to determine the delivery period according to their agreement and circumstances (Dhinarti & Amalia, 2019).

Table 1.

No.	Aspect...	Similarities	Differences
1	Statement of Consent	The existence of a statement of consent as an expression of voluntary agreement between the parties involved in the sale and purchase process.	Conducted through electronic media (e-media). It can be carried out in various ways, as long as the meaning is clearly understood by the parties involved in the sale and purchase process (Salam).
2	Object of Transaction	Payment/price is made immediately or in	The commodities traded may be either halal or haram, as

advance.

determined by Islamic law. For digital commodities, delivery is carried out online after the transaction has been completed electronically.

Meanwhile, for non-digital commodities, delivery cannot be made instantly but is conducted through a third party that provides shipping services, with costs determined according to the agreement regarding the specifications of the commodity and the time of delivery (e-commerce).

The commodities being traded must be lawful and valid according to Islamic principles.

The delivery of the commodity must be deferred until the specified time (salam).

The Pillars and Conditions of a Sale Contract as the Legal Foundation of E-Commerce

There are three essential pillars (*rukun*) that serve as guidelines in conducting digital transactions: a) '*Aqidani* (the contracting parties); b) *Ma'qud 'Alaih* (the object of exchange, including the price and the goods being sold)l c) *Sighat* (offer and acceptance / delivery and receipt).

In the process of online buying and selling, the seller is represented by the store name, and the buyer often does not know the seller's personal identity such as name, address, or even age. The buyer usually only knows the name of the online store offering the goods. The concept of online transactions is that the buyer has access to the store's name and address but does not necessarily know the actual owner of the store. In the purchasing process, the buyer selects products displayed in the store, and if there are questions regarding the product, these may be asked through chat. The seller may respond using either an automated system (robot) or a human operator.

The second pillar and condition is *ma'qud 'alaih*, namely the medium of exchange and the goods being sold. The medium of exchange used in both online and offline transactions remains the same—money. In online sales, the payment process is typically conducted via bank transfer using a designated payment code. Most online stores also offer a wide variety of goods for sale.

The form of offer and acceptance (*sighat*) in online transactions is based on proof of payment and confirmation of shipment until the goods are delivered, rather than verbal statements. This process forms the author's perspective regarding *sighat* or the concept of delivery and receipt. In *mu'athah* transactions, the exchange of goods and payment occurs without explicit verbal expressions such as "I deliver" or "I accept," but instead through mutual understanding between seller and buyer regarding the price

and the goods, without the need for specific phrases. Scholars hold differing views on the validity of such transactions. According to Ibn al-Shibagh, al-Nawawi, al-Baghawi, and several other Shafi'i scholars, such transactions are considered valid based on customary practice (*'urf*), meaning that a sale may be deemed valid solely through *mu'athah*.

Problematics of the Concept of Digital Transactions in the Islamic Perspective

In practice, various conceptual innovations have emerged in online transactions that may alter the characteristics of the resulting sale contract. Some of these innovations include:

1. Cash on Delivery (COD) Concept

The Cash on Delivery (COD) system was introduced as a response to frequent complaints from buyers regarding upfront payment systems in online transactions. These complaints arise due to the high incidence of cybercrime, such as fraud committed by dishonest sellers. This phenomenon causes buyers to think twice before engaging in online transactions. The credibility of the seller becomes a crucial factor in ensuring smooth online transactions, alongside product quality, stated costs, and transaction security guarantees (Norman & Aisyah, 2019).

When trust in sellers declines due to irresponsible actions by certain individuals, many sellers adopt the COD payment system through e-commerce platforms or online marketplaces where they market their products. Under this system, when an order is placed, consumers are only required to complete administrative data, and payment is made only after the goods are received at the address provided.

In this arrangement, the consumer effectively conducts the transaction with the courier, who acts as the seller's representative. The transaction is considered valid when the goods and payment are exchanged simultaneously. The courier, representing the seller, delivers the ordered goods, and the consumer pays the agreed price upon receipt.

This practice indicates the disappearance of one essential element of the *Bai' as-Salam* contract, namely, upfront payment. Consequently, the transaction's nature shifts from a *Salam* contract to a regular sale transaction.

It is important to emphasize that the agreement is finalized when the courier (as the seller's representative) and the consumer directly exchange the object of sale and payment, rather than when the seller and buyer initially communicate. If the agreement were deemed complete at the earlier stage without exchange, it could potentially resemble a "debt-for-debt" transaction (*bay' al-kali' bil-kali'*), which is prohibited because both parties would be deferring their respective obligations.

2. Online Sale System with Deferred (Non-Cash) Payment

In this system, sellers offer flexibility by allowing consumers to obtain goods without making immediate payment at the time of transaction. Consumers simply place an order by completing administrative forms and selecting a non-cash payment option. Payment methods may include installment plans or deferred payment, where payment is made at the end of an agreed period.

Typically, payment is made through bank transfer to the seller's account, while the goods are delivered by courier. This arrangement also eliminates the primary feature of *Bai' as-Salam*, namely upfront payment. As a result, the transaction shifts from a *Salam* contract to a credit sale contract

or deferred payment sale (*bai' al-taqsih* / *bai' al-mu'ajjal*). In modern terminology, this system is often referred to as “PayLater.”

3. Pre-Order (PO) System

Pre-Order (PO) is a transaction system that prioritizes advance ordering, where payment may be made at the beginning, middle, or end of a specified period while waiting for the availability of goods. The seller only displays items with certain specifications and criteria. Once the ordering period ends, the seller provides the purchased goods according to the promised timeframe.

For example, a seller markets branded shoes through a Pre-Order system for approximately one week. The ordered items will be available two days after the ordering period ends, while payment may be completed within approximately one month. During that one-week period, consumers may place orders for the desired commodities. After the specified period concludes, the seller prepares the goods that have been ordered and delivers them at the agreed time—namely, two days later. The one-month period represents the timeframe allowed for payment of the purchase price.

This system is often applied to reduce excessive stock inventory. Sellers prepare goods only according to the number of orders received during the ordering period. Given the flexibility of payment at the beginning, middle, or end of the period, the legal ruling varies depending on the practice used. The offer mechanism generally fulfills certain legal requirements, such as clear product specifications and a determined delivery timeframe. However, the payment aspect is relative, and its legal status depends on the agreed method. If full payment is made at the beginning of the transaction, it corresponds to the characteristics of a *Bai' as-Salam* contract. If payment is made in full in the middle or at the end of the payment period, the transaction is

categorized as a deferred sale (*bai' al-mu'ajjal*). If payment is made in installments over time, it corresponds to an installment-based sale (*bai' al-taqsih*).

4. Dropshipping

Dropshipping is a sales method in which the seller does not own or stock the traded commodities. When the seller receives an online order, they forward the order to a supplier or distributor. The supplier then ships the goods directly to the consumer using the seller's name or brand, commonly referred to as the dropshipper (Arifin, 2020).

This system offers several advantages, including easier inventory management and lower operational costs since the seller does not need to store goods. It also allows sellers to offer a wide range of products without physical storage limitations. However, challenges include limited control over product quality and shipping processes, as well as potential delivery delays due to reliance on suppliers. Despite these issues, dropshipping remains popular because of its flexibility and efficiency.

Generally, payment in this system is made upfront because the seller requires funds to purchase the goods from the supplier. In some cases, the seller must first pay the supplier, while the consumer may pay upon receiving the goods or based on a deferred payment agreement. As a result, the dropshipper appears to own a store and inventory, although in reality they only market goods owned by the supplier (Nurjaman et al., 2021).

The dropshipping system has several advantages, one of which is the ability to run a business without having to physically store inventory. This allows sellers to start a business with lower capital and reduce risks related to inventory management. However, there are also challenges that must be addressed, such as the lack of control over product quality and the shipping

process, as well as dependence on the reliability of distributors or suppliers. Nevertheless, with proper management, dropshipping can become a profitable business model for online entrepreneurs.

Based on this explanation, there are several conditions that are not fulfilled in the practice of online buying and selling using the dropshipping system. First, the unmet requirement concerns the enforceability of the sale contract (*syarat nafadz*), in which the object being sold does not fully belong to the seller. This indicates a deficiency in the transaction process, since one of the requirements states that the object of sale must be lawfully and absolutely owned by the seller. As a result, online buying and selling through the dropshipping system falls into a prohibited type of sale (Pramujianto, 2019).

This is similar to what occurred during the time of the Prophet Muhammad (peace be upon him), when a companion named Hakim bin Hizam (ra) said to the Prophet: *“O Messenger of Allah, a man comes to me wanting to buy something from me, but I do not have the item. So I go to the market and buy it for him.”* The Prophet replied: *“Do not sell what you do not possess.”* (Narrated by Tirmidhi, No. 1232).

In observing online buying and selling through the dropshipping system, a problem arises concerning one of the pillars of the contract, namely the legal position of the parties involved in the transaction, as explained earlier. However, in practice, this system becomes an option for individuals who have marketing skills but do not have capital or products to sell. Therefore, an alternative that can validate an online sale contract using the dropshipping system is to clarify the legal status of the dropshipper as a representative with authority over the commodities being sold.

Dropshipping provides opportunities for individuals who wish to start a business without large capital to stock goods. However, careful consideration is needed to ensure that the agreement between the seller, dropshipper, and buyer fulfills the requirements of a Sharia-compliant sale contract. This includes clarifying ownership rights over the goods, responsibilities for shipping and product quality, and clear dispute resolution procedures. In this way, the dropshipping system can operate ethically and in accordance with Islamic legal principles of trade.

As the first alternative, the dropshipper may be granted the position of an absolute seller. In this case, when the dropshipper offers goods owned by the distributor to a buyer and the buyer expresses interest in purchasing them, the dropshipper informs the buyer that the goods are available from the distributor. The dropshipper then purchases the goods from the distributor according to the buyer's order, and the sale contract takes place between the dropshipper and the buyer only after the goods have become the full and lawful property of the dropshipper (Sholihin).

In this strategy, the dropshipper plays a more active role in the transaction, as they act as the seller who deals directly with the buyer. This allows the dropshipper to exercise greater control over the sales process and to make more appropriate decisions regarding pricing, product quality, and customer service. Furthermore, by becoming the absolute seller, the dropshipper assumes greater responsibility in ensuring customer satisfaction and maintaining the reputation of their business. Thus, the position of the dropshipper as an absolute seller can strengthen business relationships between the dropshipper, distributor, and buyer, while also increasing consumer trust.

As a second alternative, the dropshipper may assume the position of a broker or intermediary. In this approach, before marketing the distributor's commodities to buyers through an online platform, the dropshipper first enters into an agreement with the distributor to act as a broker or intermediary on the distributor's behalf. The dropshipper earns profit through wages or margins from the goods sold, in accordance with the agreement reached by both parties.

For example, a distributor may instruct the dropshipper to sell certain clothing items at 100,000 rupiah, and for each sale, the dropshipper receives 10,000 rupiah as a commission for selling one item. In another scenario, the distributor may grant the dropshipper the flexibility to sell certain clothing items at 75,000 rupiah, on the condition that the dropshipper may sell them to customers at a price below 100,000 rupiah, thereby earning profit from the price difference.

With these two alternatives, the dropshipper's legal position becomes clearer in relation to ownership of the marketed commodities. As a result, the transactions carried out become legally valid because the essential pillars and conditions of sale have been fulfilled. As a broker, the dropshipper is responsible for managing the sales process between the distributor and the consumer, and for ensuring that each transaction is conducted fairly and in accordance with the agreed terms. Therefore, these two alternatives provide clarity and legal certainty for all parties involved in online buying and selling transactions using the dropshipping system.

This second method may also be categorized as *wakalah* (agency), meaning that the dropshipper acts as a representative, while the supplier acts as the *muwakkil* (principal) as well as the owner of the goods. Thus, the dropshipping transaction takes place through an agreement between the buyer

and the representative conducted online. The risk involved is that the dropshipper, as the representative, may not take any additional profit beyond what was agreed upon at the outset (Ikha Pramayanti & Januri, 2023).

As a third option, there is a modification in the *ijab qabul* (offer and acceptance) process. The steps are as follows: First, prospective buyers are informed that submitting a request for goods through the provided application is not considered a legally valid offer from the seller (the website owner). Second, after the prospective buyer fills out the form and submits it, the website owner or dropshipper is not allowed to immediately accept the sale transaction. Instead, the website owner must first purchase the goods from the actual producer or supplier. After the goods are received, the website owner may respond to the buyer's purchase request and ask for payment to their account, and only then are the goods shipped to the buyer. Third, to avoid losses if the buyer cancels the order during the waiting period, the dropshipper may stipulate a condition with the producer or supplier that they have the right to return the goods within a few days after purchase, in accordance with the agreement. This procedure is known as *khiyar syarat* (conditional option) (Tarmizi & Hamzah, 2021).

In this scheme, the purchasing arrangement is structured in such a way that the position of the dropshipper becomes clearer within the transaction. It also provides protection for the buyer by ensuring that the purchased goods are already available before payment is made, while at the same time guaranteeing the dropshipper the right to return the goods if the buyer cancels the order. Thus, this modification in the *ijab qabul* (offer and acceptance) process can enhance trust and security in online buying and selling transactions using the dropshipping system.

The legal status of the contract between the dropshipper and the consumer is relative in nature. This means that if payment is made at the beginning of the transaction, then the dropshipping transaction is equivalent to a *salam* sale. Conversely, if payment is made at the end, the transaction takes the form of a deferred sale (*bai' al-mu'ajjal*). If payment is made in installments over a specified and agreed period, then the sale conducted is an installment sale (*bai' al-taqsih*).

CONCLUSION

Buying and selling in digital transactions, or what is commonly referred to as e-commerce has similarities in Islamic law with the *Salam* contract, which is a transaction in which the delivery of goods or commodities is deferred until a specified time. Essentially, there is a contractual agreement over a product whose physical form is not yet directly visible. Therefore, many aspects of *Salam* can be conceptually aligned with e-commerce. Although there are differences in specific details, broadly speaking, the two share the closest conceptual similarity and thus can serve as a legal foundation for addressing issues related to e-commerce.

The problems of digital transactions from an Islamic perspective arise in various forms, such as in Cash on Delivery (COD), non-cash payments (PayLater/credit), Pre-Order (PO), and dropshipping systems. However, these issues can be addressed by adjusting or modifying the type of contract used in the transaction process.

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