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PRACTICE OF CONSIGNMENT SERVICES IN ONLINE TRANSACTIONS: FIQH MUAMALAH ANALYSIS OF THE AGREEMENT AND ITS MECHANISM

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Abstract
The rapid growth of digital commerce has encouraged the emergence of personal shopper services (jastip) as a form of online transaction involving third-party intermediaries. This phenomenon raises questions regarding the validity of contracts and transaction mechanisms from the perspective of Islamic jurisprudence (fiqh muamalah). This article aims to analyze the practice of online jastip by examining the types of contracts applied and their conformity with fiqh muamalah principles. The study employs a qualitative approach through library research, analyzing classical and contemporary fiqh literature, journal articles, and relevant fatwas concerning digital transactions. The findings reveal that the jastip practice predominantly applies the wakalah bil ujrah contract, in which consumers authorize service providers to purchase goods on their behalf in exchange for a service fee. This practice is considered permissible under Islamic law provided that the essential elements of the contract such as clarity of parties, object, consent, and remuneration are fulfilled. However, the study also finds that lack of transparency and unclear contractual terms may lead to gharar, affecting the validity of the transaction. Therefore, it is concluded that the permissibility of online jastip depends not on its digital form, but on the fulfillment of fiqh muamalah principles in its contractual mechanism.
Keywords: Wakalah Bil Ujrah, Jasa Titip, Fiqh Muamalah, Online Transaction, Islamic Law

Abstrak
Perkembangan pesat perdagangan digital mendorong munculnya praktik jasa titip (jastip) sebagai bentuk transaksi online yang melibatkan pihak ketiga. Fenomena ini menimbulkan persoalan terkait keabsahan akad dan mekanisme transaksi dalam perspektif fiqih muamalah. Artikel ini bertujuan untuk menganalisis praktik jasa titip online dengan menelaah jenis akad yang digunakan serta kesesuaiannya dengan prinsip-prinsip fiqih muamalah. Penelitian ini menggunakan pendekatan kualitatif melalui studi kepustakaan dengan menganalisis literatur fiqih klasik dan kontemporer, artikel jurnal, serta fatwa yang relevan dengan transaksi digital. Hasil kajian menunjukkan bahwa praktik jasa titip online pada umumnya menggunakan akad wakalah bil ujrah, yaitu pemberian kuasa dari konsumen kepada penyedia jasa untuk melakukan pembelian

barang atas namanya dengan imbalan jasa. Praktik ini dinilai sah menurut hukum Islam apabila memenuhi rukun dan syarat akad, seperti kejelasan para pihak, objek transaksi, kesepakatan, dan imbalan jasa. Namun demikian, kurangnya transparansi dan ketidakjelasan akad berpotensi menimbulkan unsur gharar yang dapat memengaruhi keabsahan transaksi. Oleh karena itu, dapat disimpulkan bahwa keabsahan praktik jasa titip online bergantung pada pemenuhan prinsip fiqih muamalah dalam akad dan mekanisme transaksinya, bukan pada bentuk digitalnya.
Kata kunci*: Wakalah Bil Ujrah, Jasa Titip, Fiqih Muamalah, Transaksi Online, Hukum Islam*

INTRODUCTION

The development of digital technology has changed all aspects of economic interaction and social life, so that commercial transactions that were once conventional are now increasingly shifting to the digital realm. The era of the digital economy allows consumers to make transactions quickly and efficiently without being limited by space and time, utilizing online platforms such as social media, marketplaces, and internet-based applications. In this context, various new transaction models have emerged, including the *proxy buying* and *service intermediary* models, popularly known in Indonesia as jasa titip (jastip). Jasa titip is a service in which a person (*service provider*) helps purchase goods on behalf of a specific consumer, then delivers the goods in exchange for a service fee (*ujrah*). This phenomenon is particularly prevalent on platforms such as Instagram, TikTok, marketplaces, and other online communication groups, and has become part of the increasingly established digital economy culture in contemporary society (Haq et al., 2025).

The practice of jastip has emerged as part of the gig economy and digital economy, which are characterized by work flexibility, direct interaction between service providers and consumers, and reliance on digital technology as the primary medium of transaction. Jastip provides a solution for consumers who have difficulty accessing certain goods due to geographical limitations, cost, or time. Economically, jastip expands the reach of trade and provides income opportunities for digital service businesses. However, on the other hand, the practice of jastip also raises normative and legal challenges, particularly regarding the clarity of the contract used, the division of responsibilities, and transaction mechanisms that must comply with sharia principles. This is very important to examine because such transactions are often carried out informally, without written contract documentation, and only based on digital communication between the parties. Such unclear contracts have the potential to give rise to elements of *gharar* (uncertainty) or even the risk of fraud, which is contrary to the principles of sharia muamalah (R. Nia Marotina & Izzul Haq, 2025).

In Islam, fiqh muamalah is a branch of fiqh that specifically regulates social and commercial relationships between people. The principles of fiqh muamalah emphasize that every transaction must fulfill the pillars and conditions of the contract, including the clarity of the contracting parties, the object of the contract, and its legal consequences. In addition, fiqh muamalah strictly prohibits elements that can cause loss or injustice, such as *riba* (interest), *gharar* (uncertainty), *tadlis* (deception), and *maysir* (speculation). Transactions that do not comply with these principles are potentially invalid according to Islamic law, so that studies of new transaction models such as jastip are very important to ensure compliance with sharia principles while providing a sense of security for consumers and business actors (Al Mustaqim, 2023).

Various contemporary studies in the last five years have explored the phenomenon of online transactions and their implications from the perspective of fiqh muamalah. For example, Marotina and Haq (2025) examined online transaction practices in general in the digital era and found that online buying and selling can be categorized as valid according to fiqh muamalah as long as the transaction complies with sharia principles, such as the existence of an agreement (*ijab qabul*), clarity of the object of the transaction, and transparency of information between the seller and the buyer. The study shows that even though digital transactions are non-face-to-face, they can still be sharia-compliant if the principles of muamalah are fulfilled (Haq et al., 2025).

The same was found in another study which stated that online buying and selling practices do not conflict with muamalah fiqh as long as they fulfill the principles of fairness, transparency of information, and clarity of contract (Adil Alfarizi Nst & Imsar Imsar, 2025). In this study, the researchers emphasize the importance of the clarity of the contract in digital transactions to avoid potential *gharar*, such as the sale of goods with unclear specifications or risks that are not fully disclosed to consumers.

In the context of jastip, a number of studies have shown that this model is often associated with a *wakalah bil ujrah* contract or a representative contract with fees. For example, Sadila and Sundari (2024) revealed that the practice of online jastip on social media can be categorized as a wakalah bil ujrah contract, in which consumers (muwakkil) authorize service providers (wakil) to purchase certain goods in exchange for service fees (Sherli Sadila & Sundari, 2024). The study concludes that as long as the contract and its components are clear and agreed upon by both parties, jastip practices are legally valid under Islamic law. However, the study also highlights various practical risks such as additional costs, taxes, and damage to goods if the mechanism is not managed properly.

In addition, the research by Sari, Pratidina, Halimatussakdiyah, and Marliyah (2024) specifically discusses the fiqh muamalah perspective on the practice of jastip, stating that fiqh muamalah generally views jastip through two possible contracts, namely the *wakalah bil ujrah* contract and the *ijarah* (service lease) (Sari & Pratidina, 2024). Both contracts can be applied in jastip practices as long as the parties involved fulfill the pillars and conditions of the contract, and there is a clear agreement regarding the rights and obligations of each party. The findings of this study provide a basis that jastip as a form of contemporary muamalah does not conflict with sharia if every element of the contract is fulfilled legally.

A study (Khasan & Tarlam, 2025) also explains that digital transactions such as e-commerce pose new challenges, including the need to ensure that the processes and elements of online transactions comply with sharia rules as a whole. For example, the principles of mutual consent (mutual agreement), clarity of the object of the contract, and the rights and obligations of the contracting parties must be clearly stated even if the transaction is conducted digitally and without face-to-face contact.

In this context, digital fiqh studies state that the validity of online contracts does not depend on the physical form of signatures or contracts, but on the existence of consent (*ijab qabul*) and the clarity of the agreed contract terms.

However, studies focusing specifically on jastip are still relatively limited, especially those that combine fiqh muamalah analysis with the context of digital economic practices comprehensively. Previous studies have often focused on the analysis of specific contracts or a general review of digital transactions without deeply linking the legal and operational implications of jastip as a specific case of digital muamalah. This indicates a research gap that needs to be filled with more comprehensive studies on the practice of online jastip, especially regarding how the principles of fiqh muamalah are implemented in practice through digital platforms, and how these contracts affect the rights and obligations of the parties. (Pratiwi et al., n.d.)

Thus, this article aims to bridge this research gap by offering a more in-depth and contextual fiqh muamalah analysis of jastip practices in online transactions. The scientific novelty of this article lies in its ability to combine an analysis of the contracts used in jastip with an evaluation of their implementation in the context of the modern digital economy, including how aspects such as contract transparency, clarity of transaction objects, risk sharing, and the rights and obligations of the parties are regulated by sharia. These findings are not only relevant to theoretical studies of fiqh muamalah, but also have practical implications for businesses and consumers in improving their understanding of jastip transaction models that are valid and in accordance with sharia principles.

Based on the above description, the research questions are formulated as follows: first, how is the practice of online proxy services carried out operationally in the context of digital economic transactions; second, whether the contracts used in online jastip practices have fulfilled the pillars and requirements of fiqh muamalah; third, whether there are practices that potentially contain elements of gharar or contractual ambiguity in online jastip; and fourth, what are the implications of Islamic law on jastip practices that do not fulfill the principles of sharia contracts. These issues are further developed into the hypothesis that online consignment services are generally implemented through a wakalah bil ujrah contract, but often still experience contractual ambiguity that has the potential to be inconsistent with the principles of fiqh muamalah if they do not meet clear and consistent sharia standards.

The purpose of this article is to analyze the practice of proxy services in online transactions from the perspective of fiqh muamalah, focusing on the aspects of contracts and their implementation mechanisms, as well as the implications of Islamic law. This article aims to produce a strong normative understanding of how jastip contracts are implemented in digital practice, so that it can serve as a guideline for businesses and consumers in conducting jastip transactions that are not only legally valid under Islamic law but also fair and transparent in accordance with maqasid al-syariah.

METHOD

This study uses a qualitative approach with library research as the main method to solve the research problems formulated in the introduction. A qualitative approach was chosen because this study aims to explore the meaning, interpretation, and conceptual and normative understanding of consignment services in online transactions from the perspective of fiqh muamalah. Qualitative methods help to understand complex social and legal phenomena and enrich interpretive discussions of Islamic legal texts relevant to the phenomenon being studied (Abdurrohman Akbar, 2024; Haryono, n.d.). Library research is an appropriate approach in this study because the focus of the study is to collect, review, and analyze data from various literature sources, such as books, scientific journal articles, fatwas, academic documents, and electronic publications that review fiqh muamalah, digital transactions, and relevant contract models. Library research does not involve collecting primary data through field observations or surveys, but rather emphasizes in-depth analysis of text-based secondary data, making it suitable for research that seeks to develop conceptual understanding based on existing scientific discourse (Abdurrahman, 2024; Subagiya, 2023).

The literature review approach in this study was conducted through several systematic stages. The first stage was to determine relevant library data sources, namely classical and contemporary fiqh muamalah literature books, international and national journal articles, Islamic legal documents such as fatwas, and previous research reports related to contracts and digital transaction practices, including consignment services. These literature sources were selected based on their relevance to the research topic and the recency of their information, especially those published in the last five years to ensure that the analysis was integrated with the latest developments in Islamic law and digital economy studies. The next stage was searching for and collecting literature data from various digital libraries, online journal databases, campus repositories, and other digital literature sources. Data collection was carried out by identifying research keywords such as "fiqih muamalah," "sharia e-commerce," "wakalah bil ujrah," "Islamic digital transactions," "online consignment services," and other terms that support the scope of the study.

After collecting the literature, the research continued with content analysis of these sources. Content analysis is a method commonly used in qualitative literature studies to interpret the meaning of written texts systematically and objectively (Haryono, 2023). In this study, content analysis was conducted by identifying key concepts, such as the pillars and conditions of contracts in muamalah fiqh, relevant forms of contracts (e.g., wakalah bil ujrah and ijarah), and the dynamics of online transaction practices related to consignment services. Each concept was then discussed and interpreted based on the theoretical framework of fiqh muamalah and relevant Islamic legal foundations.

The analysis process also involved comparative and interpretive techniques to connect one literature finding with another, for example, comparing the opinions of classical scholars with contemporary studies on representative contracts or purchasing goods on behalf of others, as well as linking these fiqh principles with the phenomenon of jastip practices in the digital era. This approach enriches the analysis so that it is not merely descriptive but also provides normative interpretations and evaluations of the practices under review.

In addition, this study also utilizes a thematic approach, in which the results of the literature review are categorized based on the main themes relevant to the research problem, including themes regarding the clarity of contracts, the characteristics of *wakalah bil ujrah* contracts in the context of proxy services, and the challenges of digital transactions from a sharia muamalah perspective. The thematic approach allows for the development of a systematic and focused analytical narrative, so that each literature finding can be examined in depth and integrated with the research questions.

In selecting relevant literature, the researcher emphasized the credibility of sources by prioritizing publications from reputable journals, academic books published by leading publishers, and official Islamic legal documents, including recognized fatwas. Some of the secondary literature sources used include scientific journals that apply peer review, contemporary fiqh muamalah books that discuss sharia contract principles, and scientific articles on digital transactions and e-commerce from an Islamic law perspective. With this strategy, the research was able to produce a fiqh analysis that was not only academically relevant but also normatively valid.

Overall, this qualitative literature study research method was conducted to support the achievement of the research objectives, namely to describe and analyze the practice of consignment services in online transactions and to assess the validity of the contract and its mechanisms according to the principles of fiqh muamalah. This approach was chosen in accordance with the normative, descriptive, and interpretive characteristics of the research, making it more appropriate to use written data rich in theory and Islamic legal foundations than empirical field data. This method is in line with research practices in Islamic law and religious studies that emphasize the exploration and understanding of concepts through in-depth and comprehensive literature reviews (Abdurrahman, 2024).

RESULTS AND DISCUSSION

The literature review of this study shows that the practice of *jasa titip* (jastip) in online transactions is part of a contemporary muamalah phenomenon influenced by the development of the digital economy, in which the contractual relationship between consumers and service providers is central to sharia legitimacy. The overall findings of the study indicate that jastip can be considered valid according to muamalah fiqh as long as the contract used fulfills the pillars and requirements of sharia, particularly in relation to the clarity of the contracting parties, the object of the contract, *ijab qabul*, and the agreed remuneration (ujrah). These findings are described and analyzed scientifically below.

First, the literature review found that the wakalah bil ujrah contract is the most suitable contract model for online jastip practices. This contract confirms the mechanism of representation in which consumers (muwakkil) authorize service providers (wakil) to purchase certain goods on their behalf, with ujrah as the service fee. This contract model is in line with the study (Prianjaya, 2025), in which wakalah is adapted for digital transactions as a form of agency or representation in certain economic actions that cannot be carried out independently by the party granting the power of attorney. This shows that although the concept of wakalah is already known in classical fiqh, its application in modern digital economic transactions requires contemporary interpretation to adapt to the ever-evolving digital context.

This approach is also supported by (Khairun, n.d.), which shows that in jastip practices, service providers often explicitly state that they accept compensation in the form of service fees (ujrah) for purchasing on behalf of consumers, so that the contract structure reflects the elements of *wakalah bil ujrah*. An example is a case study of jastip account profiles on social media, which found variations in the implementation of the wakalah bil ujrah contract in real transactions, although the degree to which the contract requirements were fulfilled often varied depending on the business practices.

Second, the research findings show that one of the main challenges in online jastip practices is the lack of clarity in contract information and transaction risks, which has implications for potential gharar or contractual uncertainty. The principle of transparency and clarity in contracts is one of the sharia requirements in fiqh muamalah, because ambiguity in contracts has the potential to cause losses or disputes in the future. In the context of digital transactions in general, a study (Wahdan et al., 2025) states that digital contracts such as clicking “checkout” or “buy now” can be regarded as a manifestation of digital *ijab qabul* if accompanied by clarity of price and object of the contract, as well as the agreement of both parties. However, in the practice of jastip, service providers often only communicate information about the price of goods and *ujrah* briefly through chat or social media posts without complete documentation, so that the element of *bayan* (transparency) is not fully fulfilled. This is also evident in digital risk studies that underline the importance of honesty and clarity in online transactions to avoid unnecessary losses for consumers and businesses (Budiman et al., n.d.).

Third, further analysis shows that jastip transactions as part of e-commerce need to pay attention to the concept of *bay' al-ghaib,* which is the sale and purchase of goods that have not been seen directly by the buyer. In contemporary fiqh muamalah discussions, such transactions are permitted as long as there is clarity and certainty about the condition of the goods, specifications, prices, and possible risks, so that they do not contain excessive elements of *gharar*. A study (Fikra, 2025) shows that Islamic law requires clarity in contracts to protect the rights of both parties in a transaction. This is relevant to jastip because consumers usually do not see the goods directly before the purchase is made by a representative, so the challenge of clarity becomes an important focus of fiqh discussion.

Fourth, the practice of jastip is often compared to other forms of digital muamalah contracts, such as affiliate marketing applied on e-commerce platforms. Studies on affiliate marketing in marketplaces such as Shopee show that this commission-based contract model can also be viewed from the perspective of *samsarah* or *wakalah bil ujrah* if sharia ethics and requirements are met, including fairness, transparency, and voluntary consent. This finding is relevant because it shows that various forms of digital intermediaries acting on behalf of others have similar fiqh bases in terms of representation and service fees, thus providing a broader context for jastip practices as part of a larger phenomenon in the e-commerce era (Najib, 2024).

Fifth, the research findings note that the development of the digital market is the main driver of the emergence of jastip services, especially among millennials and active social media users. A study related to jastip among millennials found that jastip developed in line with increasing trust in digital technology, easy access to product information, and consumer needs to obtain goods beyond their local reach (Rut Afentina Sinambela et al., 2025). This analysis provides context for why jastip is becoming increasingly popular, namely due to a combination of technological advances, changes in consumer behavior, and the expansion of the digital market.

Scientifically, this phenomenon occurs because the digital economic structure allows individuals or groups to offer services with relatively low investment, while taking advantage of a wide consumer network and global access to products. This market dynamic also reflects changes in the way people consume, with an increasing emphasis on efficiency and convenience in transactions, triggered by advances in information and communication technology. These findings are in line with (Wahdan et al., 2025), which shows a positive relationship between technological advances and new business model innovations such as jastip.

Furthermore, a comprehensive study also highlights the implications of Islamic law on jastip practices that do not meet the requirements of sharia contracts. In fiqh muamalah, contracts that do not meet requirements such as clarity of price, identity of the parties, or valid consent can cause the contract to be invalid or contain elements of *faasid* or partial nullity. Therefore, jastip practices that do not explain these important elements in detail have the potential to violate the principles of fiqh muamalah, especially if there are differences in understanding between consumers and service providers regarding the agreed rights and obligations. This ambiguity can also be linked to the practice of tadlis (deception), especially if the information provided is incomplete or misleading. Studies on the practice of trading counterfeit goods on e-commerce platforms show that this phenomenon violates the principle of honesty (sidq) and can trigger serious debates on Sharia law (Fitriansyah & Aisyah, 2025). However, when jastip practices are carried out with clarity of contract, consent, and transparency of information, the *wakalah bil ujrah* contract is considered to be in line with the principles of muamalah. This phenomenon is not merely a business practice, but also part of the dynamics of modern Islamic law that continues to adapt to technological innovations.

CONCLUSION

Based on the results of the study and discussions that have been conducted, it can be concluded that the practice of *consignment services (jastip)* in online transactions is a contemporary muamalah phenomenon that arose as a response to the development of the digital economy and changes in consumer behavior. Conceptually, this practice is acceptable from a fiqh muamalah perspective, provided that the contract and transaction mechanism used fulfill the pillars and requirements of a sharia contract. The main findings of this study indicate that the *wakalah bil ujrah* contract is the most relevant and dominant contract used in online proxy services. This contract represents a representative relationship between the consumer as the principal (*muwakkil*) and the service provider as the agent (*wakil*) who is mandated to purchase goods on behalf of the consumer in exchange for a service fee (*ujrah*). With the fulfillment of the elements of agreement between the parties, clarity of the object being represented, and transparency of service fees, the practice of jastip can be considered valid and in line with the principles of fiqh muamalah.

However, this study also found that the main challenge in online jastip practices lies in the aspects of transparency and clarity of the contract. Many transactions are carried out informally through social media without an explicit and documented contract, which has the potential to cause *gharar*, misunderstandings, or disputes in the future. This condition shows that the validity of a jastip contract is not only determined by the type of contract used, but also by the extent to which the principles of clarity (*bayan*), honesty (*sidq*), and willingness (*ridha*) are truly applied in the transaction mechanism.

In addition, the results of the study confirm that the practice of online jastip is part of the adaptation of fiqh muamalah to the dynamics of the digital economy. Fiqh muamalah has the flexibility to accommodate new forms of transactions, including digital transactions based on representation, as long as the substance of the contract maintains the values of justice, legal certainty, and protection of the rights of the parties. Therefore, the practice of jastip cannot be immediately deemed non-sharia compliant, but must be reviewed contextually based on the fulfillment of the basic principles of muamalah.

As an academic and practical implication, this study emphasizes the importance of contract standardization and muamalah fiqh education for jastip service providers and consumers so that transactions are not only economically efficient but also legally valid and ethically compliant with sharia. In the future, further research can be directed towards empirical field studies to assess the level of understanding of jastip practitioners regarding sharia contracts, as well as to formulate a more systematic digital jastip contract model that is in accordance with Islamic law principles in the digital economy era.

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