

## Legal Responsibility for Mystery Box Sale and Purchase Transactions in E-Commerce

Grace Marcella<sup>1</sup>, Rianda Dirkareshza<sup>2</sup>

<sup>1,2</sup>Fakultas Hukum Universitas Pembangunan Nasional Jakarta  
Jalan RS. Fatmawati Raya, Pd. Labu, Kec. Cilandak, Kota Depok,  
Jawa Barat 12450

Email : [gracemarcellaa16@gmail.com](mailto:gracemarcellaa16@gmail.com) (Corresponding Author)

Accepted: 29-05-2023 Revised: 05-06-2023 Approved: 22-06-2023 Published: 03-07-2023

DOI: 10.30596/dil.v8i2.15015

### *How to cite:*

*Marcella, G & Dirkareshza, R., (2023). "Legal Responsibility for Mystery Box Sale and Purchase Transactions in E-Commerce".  
De Lega Lata: Jurnal Ilmu Hukum 8 (2): p. 164-176*

### Abstract

*Mystery box is a product whose sales concept does not explain clearly and completely the information on the goods being traded. The purpose of this study is to find out how the validity and legal accountability of mystery box buying and selling transactions in e-commerce. The research method used in this study is to use normative legal research methods, considering the object/focus of this research study is a product of statutory regulations. The results of the study show that related to mystery box buying and selling transactions, business actors in carrying out these activities do not carry out the principle of good faith so that they are not in accordance with Article 45 paragraph 2 of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. In the event that the consumer is not provided with complete and clear information regarding the mystery box product purchased by the consumer, it is not in accordance with Article 4 of the PK Law, Article 7 of the PK Law, Article 8 of the PK Law, Article 18 of the PK Law, Article 48 and Article 50 paragraph (1) Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions, for violations of Article 8 of the PK Law according to Article 62 paragraph (1) of the PK Law, can be subject to imprisonment and fines.*

**Keywords: Mystery Box, E-commerce, Consumer Protection.**

### INTRODUCTION

The development of the world of technology and information provides many changes to the business world (Agustanti et al., 2021). Electronic commerce is a transaction model whose characteristics are different from conventional transaction models (Syafriana, 2017). The development of the trading model in the current era is developing very rapidly, as indicated by the increasing number of e-commerce emerging, the many emergences of e-commerce today have an impact on increasingly fierce business competition among e-commerce business actors. This makes it imperative for business actors to have high creativity in sales techniques/marketing techniques for the products they sell as an effort to attract consumers' attention. One of the marketing techniques carried out by business actors in an effort to attract the attention of consumers is to hold mystery sales. box (Rehatalanit, 2021). *Mystery box or*

*mystery box is a box/package where it is not known in detail what is in it, but there is a brief description of what products the buyer might receive.* (Nugroho & Astuti, 2022). This mystery box sales method reaps various cons against sales because the business actor does not clearly explain the detailed contents of what product will be received by consumers, the seller will only provide a brief description of the product that consumers might receive, so it is very possible for buyers or consumers from selling the mystery box, receiving products/goods that are not commensurate with the price given by the seller.

In a transaction, of course there is an agreement, the agreement implies that there is a will from each party to convince each other and mutually fulfill the promises and hopes of the parties who agreed. (Anggraeny & Al-Fatih, 2020). Online buying and selling transactions are certainly inseparable from the existence of an agreement between the buyer and the seller which then creates rights and obligations between them, this is regulated in the provisions of Article 1320 of the Civil Code (hereinafter referred to as the Civil Code) concerning the legal requirements of an agreement, provisions regarding consumer protection regulated in Law Number 8 of 1999 (hereinafter referred to as the PK Law) and in Law Number 11 of 2008 concerning Information and Electronic Transactions as amended in Law Number 19 of 2016 (hereinafter referred to as ITE Law) and its implementing regulations. In Article 18 Paragraph (1) of the PK Law, which regulates regulations regarding the inclusion of standard clauses by business actors in offering goods and/or services intended for trading (Triartiwi & Priyanto, 2022).

In the marketing implementation of mystery box sales that are sold on various e-commerce, there are various violations in the implementation of mystery box sales, that there is a violation from one of the e-commerce which reports that the goods or products being traded are not in accordance with the product being sold. received by the buyer when the buyer buys the item or product from the mystery box promo on the e-commerce site and it is written there that the purchase of the mystery box cannot be returned, this is of course very detrimental to the buyer of the mystery box item or product (Yudha, 2023).

From the foregoing, many consumers who buy mystery boxes in e-commerce experience anxiety because there is no clear information about the goods and/or services offered and there is a statement in the description of the mystery box that the buyer cannot make a complaint or return the goods if the goods received are not commensurate and not in accordance with those previously offered or the inclusion of a standard clause is intended (Jannah, 2020).

Whereas the special characteristics encountered in consumer disputes include, among other things, related to the imbalance of bargaining power (bargaining position) between consumers and business actors, where in general consumers will be in a weaker position economically, psychologically and in knowledge compared to business actors who are generally organized systematically from a management point of view. Increasing the variety and quality of the production of goods and services, this certainly provides benefits for consumers, especially in fulfilling their rights in choosing various goods and services available according to their abilities. However, on the other hand, such conditions have the potential or risk of harming the rights and interests of consumers due to the increasingly unequal position of consumers with business actors, where consumers are in a weaker position. Consumers are used as objects of business activity in order to reap the maximum profit by business actors

through promotions carried out, methods of selling and stipulation of standard agreements which are of course very detrimental to consumers (Panjaitan, 2021). Consumers are increasingly experiencing a downturn as a result of the rampant unhealthy and fraudulent practices of business actors (Harahap, 2017).

Issues related to mystery boxes have also been investigated by several previous researchers, in the title of the article "Implementation of Online Buying and Selling Mystery Boxes in the Shopee Marketplace Review of Islamic Law and Civil Law" written by Risca Selfeny in her thesis, raising the issue of buying and selling online mystery boxes in the marketplace shopee viewed from the perspective of civil law and Islamic law. Online mystery box buying and selling from a civil perspective is considered invalid because it does not meet the requirements for a valid agreement in Article 1320 of the Indonesian Civil Code. In the perspective of Islamic law, selling and buying mystery boxes contains elements of buying and selling gharar or obscurity. In fulfilling the terms of sale and purchase in Islamic law and civil law that apply, according to the author it is not fulfilled because the goods that are the object of buying and selling are not notified to consumers which is the consumer's right to know the contents of the product being purchased. The similarities with the research written by the authors have in common discussing legal reviews of mystery box sales (Selfeny, 2022).

Previous research written by Luthfan Aji Praja in his thesis entitled "Juridical Review of Mystery Box Transactions on the Shopee Marketplace", raised issues regarding the handling of mystery box transaction cases associated with the provisions of laws and regulations in Indonesia and legal remedies that can be taken in resolving disputes. mystery box consumers, the type of research conducted is field research with observations through interviews with BPSK DI Yogyakarta and Shopee D.I Yogyakarta. Shows that mystery box shopee transactions are not in accordance with the PK Law, the regulation or inclusion of standard clauses in the sale and purchase agreement for mystery box products through Shopee is clearly contradictory and violates Article 18 paragraph (1) of the PK Law and also contradicts Government Regulation Number 80 of 2019 concerning Trade through the Electronic System Article 13 paragraph (1) point (b) regarding the delivery of correct, clear and honest information. And legal remedies that can be taken by consumers have been provided by shopee, but if they are not resolved, they can take dispute resolution through the Consumer Dispute Settlement Agency (BPSK). The similarity of this study is that they have similarities in discussing consumer protection for mystery box buying and selling transactions (Praja, 2022).

Previous research was written by Mahfud Nugroho and Fitria Yuni Astuti in a journal entitled "Selling and Buying Mystery Boxes on E-commerce in the Perspective of Islamic Economic Law" written by Mahfud Nugroho and Fitria Yuni Astuti in the journal raised the issue regarding the analysis of how sharia economic law affects the practice of buying and selling mystery boxes in the marketplace, this research was conducted at the marketplace shopee, Lacikosmetic Stores and Digionprint Stores as research subjects. Whereas according to sharia economic law, mystery box products that are traded on the marketplace do not meet the requirements for goods objects because this is included in the uncertainty category (gharar) of the object being sold and there is an element of maysir (gambling) so that the sale and purchase of mystery box products is illegal or forbidden. The similarity of this study is that they have similarities in discussing the sale and purchase of mystery box transactions that are legally reviewed (Nugroho & Astuti, 2022).

Based on the research that has been done previously, it can be obtained a general picture that the legal regulations for buying and selling online mystery box transactions are not in accordance with Article 1320 of the Civil Code, namely objective requirements and the PK Law. If a business actor sells goods and/or services, he or she should provide a complete explanation regarding the goods and/or services being traded. However, the difference between previous research and this research is that previous research only focused on one e-commerce, namely shopee, while this research discussed several e-commerce available in Indonesia and from previous research, discussions related to mystery box buying and selling transactions were discussed using a legal perspective. civil law, the perspective of Islamic economic law and the perspective of Islamic law while in this study will be discussed based on the perspective of business law.

This research is intended to provide a different perspective on legal liability for mystery box buying and selling transactions in e-commerce by answering two questions, among others; First, how is the validity of buying and selling mystery box transactions in e-commerce. Second, what is the legal responsibility for buying and selling mystery box transactions in e-commerce. The purpose of this research is to find out how the legitimacy and legal accountability of mystery box buying and selling transactions are in e-commerce. The benefit of this research is to develop knowledge about how legal responsibility is for mystery box buying and selling transactions on e-commerce and it is hoped that this research can provide benefits to the community in providing an understanding of mystery box buying and selling transactions on e-commerce.

## **RESEARCH METHOD**

This research was conducted using normative legal research methods, considering the object/focus of this research study is a product of statutory regulations (Marzuki, 2017). The approach used is the statutory approach (Statue Approach), an approach that utilizes an analysis of statutory provisions that have a link or relevance to the legal issues in this study (Ibrahim, 2013) and the case approach (Case Approach), an approach to cases related to the issues examined by the author. The legal regulations discussed focused on the PK Law, the ITE Law, and the Civil Code.

The data analysis technique that will be used in this study is to use a qualitative juridical analysis method in the form of interpretation of legal materials, then the results of the analysis will be linked to the problems abbreviated in this study in order to produce an objective assessment in answering the issues raised in this research. (Ali, 2013). The data sources used in this study are primary legal materials in the form of legal materials that have authority and are binding, namely the Criminal Code, the PK Law, the ITE Law, and Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions. Secondary legal materials are explanations related to primary legal materials such as legal books, scientific papers, internet materials, articles, opinions from legal experts, and other legal materials (Ibrahim, 2013).

## **DISCUSS AND ANALYSIS**

### **The Validity of Mystery Box Sale and Purchase Transactions in E-Commerce**

According to R. Subekti in his book defines that buying and selling is a reciprocal agreement in which one party (seller) promises to hand over ownership rights to an item while the other party (buyer) promises to pay a price consisting of a sum of money in return for acquisition of the property (R. Subekti & Tjitrosudibio, 1995). In Article 1457 of the Criminal Code, the definition of buying and selling is an agreement whereby one party binds himself to deliver an item, and the other party to pay the price that has been promised. So it can be concluded that buying and selling is a binding agreement between the seller and the buyer where the seller surrenders the ownership rights of the object of the goods and the buyer pays the price of the object of the goods at a price determined by the seller.

Buying and selling transactions that are often found today are buying and selling transactions through electronic means or through electronic trading systems, also known as e-commerce. In the process of buying and selling transactions electronically, of course there is a binding agreement or agreement between the seller and the buyer. The agreement or agreement entered into by the seller and the buyer in a market place is in the form of an electronic contract, so that the seller and the buyer have entered into an agreement or agreement without the need for direct meetings in carrying out the process (Dharma et al., 2013). The agreement or agreement in law can be said to be legally binding if the agreement is legally made in accordance with the law.

In Article 1320 of the Criminal Code, which contains arrangements for the legal terms of the agreement, in which there are 4 conditions for an agreement to be declared valid in the eyes of the law. The first condition for the validity of the agreement is the agreement of the parties, meaning that there must be agreement or agreement of the parties making the agreement. There should be no coercion or pressure in it, but the agreement must be based on one's own will, this has also been confirmed in Article 1321 of the Civil Code; *“No agreement has any force if it is given due to an oversight or is obtained by coercion or fraud.”*

The second condition for the validity of the agreement is the ability of the parties, regarding whether or not a person is competent, it is necessary to know who according to the law is incompetent or does not have the legal standing to make an agreement, as stated in Article 1330 of the Civil Code, that is, those who are unable to make agreements are; 1) an immature child; 2) people who are put under forgiveness; 3) women who are married in matters determined by law and in general all people who are prohibited by law from making certain agreements.

The third condition for the validity of the agreement is a certain matter, which is meant by a certain matter in terms of the validity of the agreement, namely that the agreement must be about a certain matter which is the subject of the agreement, namely regarding the object of the agreement. (Gumanti, 2012). Article 1333 of the Criminal Code determines that a principal agreement in the form of goods must at least have determined the type. The fourth requirement for the validity of the agreement is a lawful cause, a lawful cause means that the contents of the agreement are not allowed to conflict with the law, public order, and decency. (Prodjodikoro Wirjono, 2000). The definition of not being allowed to conflict with the law here is a law that protects the public interest, so that if it is violated it can harm the public interest. (Rusli, 1993). The first and second conditions are subjective conditions, because they involve

the parties entering into an agreement. While the third and fourth conditions are called objective conditions, because the third and fourth conditions concern the object of the agreement. If an agreement does not meet the subjective requirements (agreement and/or competence), the result is that the agreement can be cancelled. Meanwhile, if an agreement does not meet the objective requirements (a certain matter and/or lawful cause), the result is that the agreement is null and void by law.

In this case, Article 46 paragraph (2) of Government Regulation Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, in which there are 4 (four) basic conditions that must be met in order for an agreement made electronically to be valid in the eyes of the law, namely the the party who made the agreement has reached an agreement, the legal subject who made the contract is legally competent or is a party who has authority based on law, the object of the agreement agreed upon is clear, and the object of the transaction is not against the law, the value of decency and decency (Gumanti, 2012). The above requirements relate to the subject of the agreement, the first and second requirements are the subject of the agreement or subjective conditions. The third and fourth requirements are the object of the agreement or objective requirements. The difference between the two requirements is their relation to the issue of being null and void and the cancellation of an agreement. If the subjective conditions of an agreement are not fulfilled then the agreement can be canceled or as long as the agreement has not been or has not been canceled by the court, then the agreement will continue to be valid. If the objective conditions are not met then the agreement is null and void or the law will assume that the agreement never existed (Wijaya & Mulyadi, 2003). Associated with the existence of subjective terms of an agreement, especially regarding the existence of an agreement between the two parties, then in mystery box buying and selling transactions through e-commerce, the word agreement implies that the parties reach a unity of will to carry out a legal action.

In Article 45 paragraph 2 of Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions; "The implementation of Electronic Transactions carried out by the parties must pay attention to: a) good faith; b) precautionary principle; c) transparency; d) accountability; And e) fairness."

The principle of good faith, namely that an agreement made must be implemented by taking into account the norms of decency and decency which means that the agreement must be implemented in such a way that the agreement does not harm either party (T. Subekti, 2010). It can also be interpreted that objectively good faith is honesty by a person in carrying out a legal action, namely what is contained in a person's inner attitude at the time a legal action is carried out, this is regulated in Article 531 Book II of the Civil Code (Hidayah, 2021).

The principle of good faith becomes an important thing in making an online buying and selling agreement, because basically the consumer must get as clear information as possible regarding the goods offered by the business actor and the business actor is required in good faith to explain in detail regarding the goods that will be purchased by the consumer or the buyer of the goods. The above aims to avoid the occurrence of misunderstandings between the parties related to the goods to be traded. So from the reasons mentioned above, it can be said that the principle of good faith has a very important (fundamental) role in making an agreement, including in making a sale and purchase agreement carried out online. With the implementation of the principle of good faith between the two parties, namely the seller and the buyer, it can

minimize the possibility of loss between the two parties in online buying and selling transactions. The principle of good faith can also be interpreted that each party in an agreement to be agreed upon, has the obligation to provide information or information as complete as possible that can influence the other party's decision in terms of agreeing to the agreement or not. The parties in conducting electronic transactions have an obligation to act in good faith in conducting electronic interactions and/or exchanging information during the transaction process (Hidayah, 2021).

In fact, even though the provisions governing the regulation of electronic transaction activities are clearly stated, this does not fully guarantee the protection of consumer rights in transactions using electronic contracts. Consumers in electronic contracts have a weaker position than business actors, this is due to the characteristics of the electronic contracts themselves and weak regulations regarding consumer protection at the national and international levels. Emphasis on the principle of good faith is urgently needed for all parties, both consumers and business actors (Hidayah, 2021).

Consumers in carrying out good faith can be seen in the case that consumers have made payments for purchasing goods offered on e-commerce offered by business actors, then consumers have carried out their obligations as consumers, this is in accordance with the provisions of Article 5 points b and c of the PK Law; "...b) have good faith in conducting goods and/or services purchase transactions; c) pay according to the agreed exchange rate."

Article 4 UUPK states that consumer rights include; the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised; the right to correct, clear and honest information regarding the conditions and warranties of goods and/or services; the right to receive compensation, compensation and/or services received not in accordance with the agreement or not as it should be; etc. Obligations for business actors regulated in Article 7 UUPK, which among other things, provide true, clear and honest information regarding the conditions and guarantees of goods and/or services and provide an explanation of use, repair and maintenance, provide compensation, compensation and/or replacement if the goods and/or the services received or used are not in accordance with what was previously agreed upon. Furthermore, it is more explicitly explained in Article 8 UUPK that prohibits business actors from trading goods and/or services that are not in accordance with the promises stated on labels, information etiquettes, advertisements or promotions for the sale of these goods and/or services. so that in accordance with Article 4 UUPK, consumers are entitled to compensation, compensation and/or reimbursement if the goods and/or services received are not in accordance with the agreement or not as they should be;

Business actors in accordance with Article 7 UUPK are required to provide compensation and/or services received, provide compensation if the goods and/or services received or used are not in accordance with the agreement, if the business actors do not carry out these obligations then the business actors can be punished, this matter in accordance with Article 62 UUPK, which states that; "(1) Business actors who violate the provisions referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2) and Article 18 shall be punished with imprisonment for a

maximum of 5 (five) years or a maximum fine of Rp. 2,000,000,000.00 (two billion rupiah)”

**Legal Responsibility for Mystery Box Sale and Purchase Transactions in E-Commerce**  
**Picture 1. E-Commerce Visitor Data**

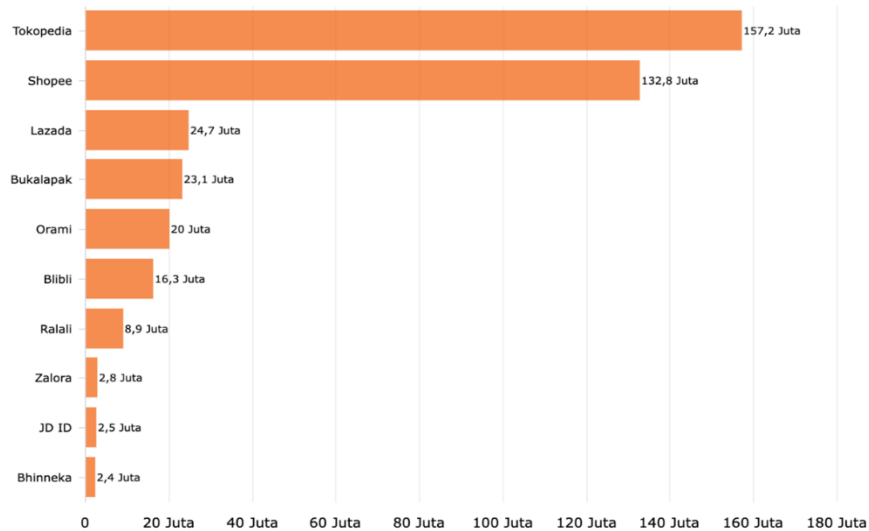


Figure 1 shows visitor data from each e-commerce marketplace that is developing in Indonesia. It can be seen that Indonesian people tend to shop through e-commerce. Through e-commerce, business actors and buyers carry out an interaction known as a buying and selling transaction. Sale and purchase transactions conducted between business actors and buyers generate a binding agreement between business actors and buyers (Muthiah, 2019). Buying and selling transactions through e-commerce or electronic systems produce a contract that is carried out electronically.

**Table 1. Law Violations**

No.	News Title	Place and Time	Event News Link
1.	Fraud against Mystery Box purchases on Lazada e-commerce	April 13, 2021	<a href="https://blog.mozuqi.id/penipuan-modus-mistery-box-di-lazada/">https://blog.mozuqi.id/penipuan-modus-mistery-box-di-lazada/</a>
2.	Fraud against purchasing Mystery Boxes on JD.ID e-commerce	November 11, 2018	<a href="https://news.detik.com/suara-pembaca/d-4312309/tidak-sesuai-penawaran-mystery-box-jdid-mengecewakan">https://news.detik.com/suara-pembaca/d-4312309/tidak-sesuai-penawaran-mystery-box-jdid-mengecewakan</a>
3.	Fraud against purchasing Mystery Boxes on Tokopedia e-	Still Actively Selling Until Now.	<a href="https://www.tokopedia.com/stofershop/mystery-box-1000?extParam=ivf%3Dfalse&amp;src=topads">https://www.tokopedia.com/stofershop/mystery-box-1000?extParam=ivf%3Dfalse&amp;src=topads</a>



commerce at  
Stofer Shop Stores

---

In table 1 above, there are several events that result in consumers experiencing losses. Fraud that occurred as a result of mystery box buying and selling transactions through Lazada e-commerce that occurred on April 13, 2021, where consumers were promised to receive an HP product at a very low price, but then consumers did not get what was promised so that consumers felt disadvantaged. In the second case, the consumer suffered a third loss when buying a mystery box through JD.ID e-commerce, the consumer suffered a loss because the goods received did not match the price previously offered by the business actor. In the third case, consumers feel disadvantaged because consumers are interested in selling mystery boxes at very cheap prices, but the descriptions of the objects listed on the sales page do not match what consumers get.

**Table 2. Regulations on E-Commerce**

No.	<i>E-Commerce</i>	Terms and Conditions of Sale of Mystery Box
1.	Lazada	On May 7, 2021 all mystery box selling features and their variations on the Lazada Platform are removed/deactivated, Lazada will deactivate all mystery box SKUs and their variations starting May 24, 2021
2.	JD.ID	There is no regulation regarding the sale of mystery boxes
3.	Shopee	Mystery box sales can only be sold by Star+ Sellers and Shopee Mall. Shopee will remove mystery box products that are sold other than by Star+ Sellers and Shopee Mall. The seller must include a complete list of prizes or all items that may be received by the buyer. Do not include "other gifts" or similar words that do not describe items that may be received
4.	Tokopedia	In Tokopedia e-commerce, there is no clear regulation regarding this mystery box product, but there is a regulation that it is prohibited to sell products whose product descriptions are not clearly explained.

In Table 2, there are regulations that have been set by the e-commerce manager concerned. Whereas Lazada e-commerce has prohibited the sale of mystery box products and will take action against every business actor who still sells mystery box products. In JD.ID e-commerce there are no clear regulations governing the sale of mystery box products, in e-commerce Shopee there are regulations regarding procedures for selling mystery box products, namely, sales of mystery boxes can only be sold by certain business actors and business actors. is required to include a complete list of prizes or all items that may be obtained by consumers. In Tokopedia e-commerce, there is no regulation that clearly regulates the sale of mystery box products, but there is a regulation that businesses are not allowed to sell products where there is no clear explanation of what items are being traded.

With so many incidents causing losses to consumers due to the sale of these mystery boxes, strict action should be taken against business actors who are still selling these mystery box products. The regulations related to regulating the sale of mystery boxes contained in article 4 of the PK Law state that consumer rights include; the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions as well as promised guarantees; the right to correct, clear and honest information regarding the conditions and warranties of goods and/or services; the right to receive compensation, compensation and/or services received not in accordance with the agreement or not as it should be; etc. Meanwhile, during the mystery box sale and purchase transactions, consumers do not receive clear information regarding the goods and/services being traded, so this is not in accordance with Article 4 of the PK Law. (Khotimah & Chairunnisa, 2016).

Obligations for business actors regulated in Article 7 UUPK, which among other things, provide true, clear and honest information regarding the conditions and guarantees of goods and/or services and provide an explanation of use, repair and maintenance, provide compensation, compensation and/or replacement if the goods and/or the services received or used are not in accordance with what was previously agreed upon. Furthermore, it is more explicitly explained in Article 8 UUPK that prohibits business actors from trading goods and/or services that are not in accordance with the promises stated on labels, information etiquettes, advertisements or promotions for the sale of these goods and/or services. so that in accordance with Article 4 UUPK, consumers are entitled to compensation, compensation and/or reimbursement if the goods and/or services received are not in accordance with the agreement or not as they should be.

Article 9 of the ITE Law explains that business actors who offer a product through an electronic system are required to provide complete and correct information related to the terms of the contract, the manufacturer and the product being offered. Article 48 paragraph (4) of Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions states that business actors are required to submit information regarding goods that have been sent and/or services provided and Article 50 paragraph (1) of Government Regulation Number 71 of 2019 regarding the Implementation of Electronic Systems and Transactions, explains that, in the implementation of electronic transactions, the parties, both consumers and business actors, are required to provide correct data and information and the availability of facilities and services as well as the settlement of complaints.

Article 18 paragraph 1 letter g of the PK Law states that when business actors offer goods and/or services whose purpose is to be traded, business actors are prohibited from making or including standard clauses in every document and/or agreement if the standard clause states that consumers are subject to regulations in the form of new rules, additions, continuations, and/or further changes made unilaterally by business actors when consumers use the services they buy. For violations of Article 18 of the PK Law, the offender may be subject to criminal sanctions, this is in accordance with Article 62 paragraph 1 of the PK Law which states that,

“(1) Business actors who violate the provisions referred to in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) letter a, letter b, letter c, letter e, paragraph (2), and Article 18 shall be punished with

imprisonment for a maximum of 5 (five) years or a fine of up to Rp. 2,000,000,000.00 (two billion rupiah).”

## **CLOSURE**

### **Conclusion**

Currently, buying and selling transactions through e-commerce have experienced very rapid development in Indonesia. So that the regulations governing the protection of consumer rights must be increased considering the many cases against consumers which have resulted in losses for consumers. The mystery box in carrying out its buying and selling activities does not provide a sufficiently clear explanation in providing a description regarding what products or goods are being traded on e-commerce so that it can be said that business actors in carrying out buying and selling transactions do not fulfill the principle of good faith. Article 4 UU PK, Article 7 UU PK, Article 8 UU PK, Article 9 UU ITE, Article 48 and Article 50 paragraph (1) Government Regulation Number 71 of 2019 concerning Implementation of Systems and Electronic Transactions, states that business actors must provide information complete and correct information relating to contract terms, manufacturers and products offered and business actors are required to provide correct data and information related to the products or goods they offer on e-commerce. Article 62 paragraph (1) of the PK Law states that violations of Article 8 of the PK Law can be subject to imprisonment and compensation.

### **Suggestion**

For e-commerce parties, it is necessary to impose sanctions on business actors who are still selling mystery box products and for business actors to be able to carry out sale-purchase transactions of mystery box products through e-commerce in accordance with regulations governing rights must be obtained by consumers, namely the completeness of information on products offered by business actors.

**REFERENCES**

- Agustanti, R. D., Dirkareshza, R., Taupiqurrahman, Fatahaya, S., & Asmitha, R. (2021). Peningkatan Pengetahuan Praktik Jual Beli Online Berdasarkan Undang-Undang Informasi dan Transaksi Elektronik Pada Masa Pandemi COVID-19. *Jurnal Masyarakat Mandiri*, 5(5), 2824–2837.
- Ali, Z. (2013). Metode Penelitian Hukum Edisi 1 Cetakan ke-4. *Jakarta: Sinar Grafika*.
- Anggraeny, I., & Al-Fatih, S. (2020). Kata Sepakat Dalam Perjanjian Dan Relevansinya Sebagai Upaya Pencegahan Wanprestasi. *De Lega Lata*, 5(1), 57–66.
- Dharma, A. A. G. S. S., Sarjana, I. M., & Indrawati, A. A. S. (2013). Kajian Yuridis Keabsahan Jual Beli Secara Elektronik (E-Commerce) dengan Menggunakan Kartu Kredit. *Kertha Semaya: Journal Ilmu Hukum*, 1–11.
- Gumanti, R. (2012). Syarat Sahnya Perjanjian (Ditinjau dari KUHPerdara). *Jurnal Pelangi Ilmu*, 5(01).
- Harahap, A. J. (2017). Tinjauan Hukum Praktik Bisnis Berkeadilan Melalui Peningkatan Aksesibilitas Konsumen. *DE LEGA LATA: Jurnal Ilmu Hukum*, 2(1), 1–22. <https://doi.org/https://doi.org/10.30596/dll.v2i1.1133>
- Hidayah, A. (2021). Asas Itikad Baik Dalam Kontrak Elektronik. *Solusi*, 19(2), 155–164. <https://doi.org/https://doi.org/10.36546/solusi.v19i2.361>
- Ibrahim, J. (2013). *Teori & Metodologi Penelitian Hukum Normatif*. Bayumedia Publishing.
- Jannah, M. (2020). Transaksi Jual Beli Mystery Box pada Situs Shopee Ditinjau dalam Perspektif Ba’I Salam. *Banda Aceh: Fakultas Syariah Dan Hukum UIN Ar-Raniry*.
- Khotimah, C. A., & Chairunnisa, J. C. (2016). Perlindungan Hukum Bagi Konsumen Dalam Transaksi Jual Beli-Online (E-Commerce). *Business Law Review*, 1, 14–20.
- Marzuki, P. M. (2017). *Penelitian Hukum*. Kencana.
- Muthiah, A. (2019). Keabsahan Perjanjian Beli Pada Transaksi Jual Beli Dengan Harga Produk Pecahan Rupiah yang Tidak Beredar. *Jantera Hukum Borneo*, 3(2), 189–205.
- Nugroho, M., & Astuti, F. Y. (2022). Jual Beli Mystery Box Pada E-Commerce Dalam Perspektif Hukum Ekonomi Islam. *Journal Economic Insights*, 1(2), 137–147. <https://doi.org/https://doi.org/10.51792/jei.v1i2.38>
- Panjaitan, H. (2021). *Hukum Perlindungan Konsumen*. Jala Permata Aksara.
- Praja, L. A. (2022). *Tinjauan Yuridis Transaksi Mystery Box Pada Marketplace Shopee*. UIN SUNAN KALIJAGA YOGYAKARTA.
- Prodjodikoro Wirjono, R. (2000). Asas-asas Hukum Perjanjian. *Mandar Maju, Bandung*.

- Rehatalanit, Y. L. R. (2021). Peran e-commerce dalam pengembangan bisnis. *Jurnal Teknologi Industri*, 5.
- Rusli, H. (1993). *Hukum Perjanjian Indonesia dan Common Law*. Pustaka Sinar Harapan.
- Selfeny, R. (2022). *Implementasi Jual Beli Online Mystery Box di Marketplace Shopee Tinjauan Hukum Islam dan Hukum Perdata (Studi Kasus Pada Brand Beatetox*. Fakultas Syariah dan Hukum Universitas Islam Negeri Syarif Hidayatullah Jakarta.
- Subekti, R., & Tjitrosudibio, R. (1995). *Aneka Perjanjian*, PT. *Citra Aditya Bakti*, Bandung, 71.
- Subekti, T. (2010). Sahnya Perkawinan Menurut Undang-Undang Nomor 1 Tahun 1974 Tentang Perkawinan Ditinjau Dari Hukum Perjanjian. *Jurnal Dinamika Hukum*, 10(3), 329–338.
- Syafriana, R. (2017). Perlindungan konsumen dalam transaksi elektronik. *De Lega Lata: Jurnal Ilmu Hukum*, 1(2), 430–447. <https://doi.org/https://doi.org/10.30596/dll.v1i2.803>
- Triartiwi, K. R., & Priyanto, I. M. D. (2022). Perlindungan Konsumen Terhadap Transaksi Jual Beli Mystery Box Pada Situs E-Marketplace. *Kertha Desa; Vol 10 No 3 (2022)*.
- Wijaya, G., & Mulyadi, K. (2003). *Jual Beli: Seri Hukum Perikatan*. *Rajawali Pers*, Jakarta.
- Yudha. (2023). *Tidak Sesuai Penawaran, Mystery Box JD.ID Mengecewakan*. Detik News.