LEGAL RESPONSIBILITY OF BUSINESS ACTORS IN BLIND BOX (MYSTERY BOX) SALES TRANSACTIONS THAT CAUSE LOSSES FOR CONSUMERS ON SHOPEE (COMPARATIVE STUDY OF CIVIL LAW AND ISLAMIC FIQH)

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ABSTRACT

E-commerce gives rise to blind box buying and selling with uncertain transaction objects that have the potential to violate sharia principles and consumer protection and give rise to legal liability for business actors. This study examines the concept of legal liability of business actors in blind box buying and selling transactions (mystery boxes) that cause losses to consumers from a civil law perspective, blind box buying and selling transactions (mystery boxes) in relation to the principle of justice and the prohibition of gharar or maisir in the view of Islamic jurisprudence and a comparison between the regulation of legal liability of business actors in blind box buying and selling transactions (mystery boxes) according to civil law and Islamic jurisprudence, and their relevance to consumer protection in the Shopee marketplace. This type of research is normative law with a descriptive character. The methodology applied includes a statutory regulatory approach (Statute Approach). The research materials are sourced from primary data in the form of Islamic Law, including the Qur'an and Hadith (Sunnah of the Prophet), also Civil Law, especially the Consumer Protection Law and related regulations, accompanied by secondary data including textbooks, legal dictionaries, legal journals, and other relevant legal documents. The legal material collection technique was carried out through literature study, then the data processing and review were carried out using qualitative analysis. The results of the study found that the practice of blind box buying and selling still gives rise to legal liability for business actors, both under civil law and Islamic jurisprudence, because

the unclear object of the transaction has the potential to violate the valid conditions of the agreement and the principle of justice. In civil law, business actors can be held accountable under the Consumer Protection Law, while in Islamic jurisprudence this practice is considered to contain elements of gharar and maisir and is therefore invalid under sharia. The different approaches have the same goal, namely to protect consumers through transparency, transaction fairness, and business actor accountability.
Keywords: Responsibility, Business Actors, Blind Box, Consumers

A. Introduction

Indonesia is a country with a high level of internet-based shopping transactions across various social strata. The rapid growth of digital commerce platforms is accompanied by continuous improvements in service quality. Online purchasing has become a part of people's lifestyles within the digital ecosystem. Some consumers still don't fully understand transaction mechanisms due to limited access to comprehensive information, particularly when sellers only display technical details and images without describing the actual product's condition. This situation has the potential to create an information gap between businesses and consumers.

Indonesia is the country with the largest Muslim population in the world. This demographic composition encourages the internalization of Islamic values in various activities, including economic ones. In Islamic teachings, transactions are permitted as long as they comply with the principles of halal (permissible) and are free from any element of harm to either party. Sharia law serves as a normative guideline to ensure that economic practices remain within the corridor of divine values. Buying and selling transactions are not simply the exchange of goods for a means of payment, but also encompass: formation of the contract, clarity of the object, and delivery of the goods. Islam emphasizes honesty and transparency to prevent fraud and cheating.

Electronic commerce, or e-commerce, has become a primary means of contemporary transactions. E-commerce refers to the buying, selling, distributing, and exchanging of goods, services, and information via computer networks, including the internet. Law Number 8 of 1999 concerning Consumer Protection regulates the rights and obligations of businesses and consumers. Implementation in digital practice has not yet fully guaranteed optimal protection because technological developments are occurring faster than legal instrument updates. The Quranic verse, Surah Al-Jumu'ah [62]:10, emphasizes the permissibility of seeking Allah's bounty after performing worship, as long as economic activities do not conflict with sharia principles. This value serves as an ethical foundation for Muslims in digital transactions.

One growing phenomenon in digital commerce is the sale of blind boxes, or mystery boxes. These products offer a surprise experience because the contents of the packaging are unknown to the buyer before receiving them. Consumers receive only a general idea without any certainty about the item. This characteristic has sparked debate from both positive and Islamic legal perspectives. Data on e-commerce platform visits throughout 2023 reached approximately 2.3 billion cumulative visits, reflecting both the market's massive scale and the potential for consumer disputes.

The legal relationship between a business and a consumer is established through an electronic contract. Violations of the agreement generally include non-fulfillment of obligations, non-performance as agreed, delays, and prohibited acts. Article 1457 of the Civil Code defines a sale and purchase as an agreement to deliver goods accompanied by payment of the price.Article 1320 of the Civil Code stipulates that the requirements for a valid agreement include agreement, capacity, a specific object, and a lawful cause. Failure to meet these subjective requirements can result in the agreement being void. Failure to meet these objective requirements renders it null and void. In the digital context, breach of contract can potentially arise due to the product not matching the description.

The concept of product liability, or produkten aansprakelijkheid, places producers under the obligation to bear the risk if defective goods cause harm through no fault of the consumer. Consumers, as end users, lack access to the production process, leaving them vulnerable. Article 8 of the Consumer Protection Law prohibits businesses from producing or trading goods that do not meet standards, do not have appropriate labels, do not include important information, do not meet halal requirements, or do not provide instructions in Indonesian. Article 19 mandates compensation in the form of a refund, replacement of equivalent goods, health care, or compensation within seven days of the transaction, without precluding the possibility of criminal prosecution.

In Islamic law, transactions are permissible as long as they do not involve usury, tadlis, gharar, or maysir. Validity requires the fulfillment of the following pillars: seller, buyer, object, price, and consent. Gharar is understood as the uncertainty of the object or outcome of a transaction, thus creating unreasonable risks. Maysir refers to speculative profit without productive effort. Classical scholars such as Imam Nawawi and Ibn Taymiyyah emphasized the prohibition of transactions without clarity. A hadith narrated by Ahmad and Ibn Majah prohibits selling defective goods without explanation to the buyer. This prohibition aims to maintain justice and prevent disputes.

Blind box practices place buyers in a speculative state because they don't know the exact contents of the packaging. Sellers typically offer several price options accompanied by a general description. After payment is completed, buyers often experience disappointment when the contents don't meet expectations. This characteristic carries the potential for gharar (unclear gambling) due to the uncertainty of the object, and the potential for maysir (illegal gambling) due to speculative impulses based on curiosity. Marketing strategies based on psychology and entertainment reinforce impulsive tendencies. These conditions require normative evaluation to assess compliance with the principles of fairness, transparency, and social responsibility.

The blind box phenomenon is also related to consumers' relatively weak economic standing, dependence on business information, and unequal literacy rates. Information without adequate education does not provide optimal protection. In the civil realm, consumers have the right to seek compensation if a business breaches an agreement. Breach of contract results in legal consequences, including:

obligation to compensate for losses. UUPK regulates proof, accountability, and dispute resolution in Chapter VI.

From an Islamic economic perspective, the maqasid al-sharia prioritizes the protection of property, life, intellect, descendants, and religion. Digital consumption practices must balance both the material and the spiritual.Blind boxes present challenges such as limited halal verification, potential overconsumption, and the risk of exploiting consumer psychological weaknesses. Integrating classical Islamic jurisprudence analysis with contemporary behavioral economic studies is necessary to provide a comprehensive assessment.

Thus, the blind box phenomenon not only touches on entertainment aspects or market trends, but also presents legal, ethical, and economic issues. Positive law, through the Consumer Protection Law (UUPK), provides a framework for business actors' responsibilities..Islamic law, through its principles of prohibiting gharar, maysir, and tadlis, establishes moral boundaries. An integrative approach between national regulations and Sharia values is necessary to ensure digital innovation remains aligned with the principles of justice, transparency, and consumer protection.This phenomenon demonstrates the urgency of strengthening legal literacy and Sharia literacy for the digital community to ensure that modern trade practices are carried out in accordance with Islamic legal norms and ethics.

Based on the background, several problems were found that will become the problems of this research, namely how the concept of legal responsibility of business actors in blind box (mystery box) buying and selling transactions that cause losses to consumers in the perspective of civil law, how blind box (mystery box) buying and selling transactions are related to the principle of justice and the prohibition of gharar or maisir in the view of Islamic jurisprudence and how the comparison between the regulation of legal responsibility of business actors in blind box (mystery box) buying and selling transactions according to civil law and Islamic jurisprudence, and its relevance to consumer protection in the Shopee marketplace.

B. Research Methods

A study cannot be called research if it does not have a research method.[1] Research methods are one of the factors of a problem that will be discussed. The study was conducted using secondary data which was analyzed qualitatively using the Desk Research Method. The literature materials used in writing this research are several references originating from research results, studies, and reviews of several writings which are then summarized into a scientific paper.[2]

[1] Hanifah, I., Hariyanto, H., Ginting, L., Koto, I., & Syafriana, R. (2026). Legal Protection of Indonesia's Fisheries from Foreign Investment: A Social-State Approach. *Jurnal IUS Kajian Hukum dan Keadilan*, *14*(1).

[2] Simatupang, R. S. A., Hanifah, I., & Mansar, A. (2025). The Concept of Restitution as Legal Accountability in the Crime of Human Trafficking. Pena Justisia: Media Komunikasi dan Kajian Hukum, 24(1), 3554-3462.

C. Discussion

1. The Concept of Business Actors' Liability in Blind Box (Mystery Box) Buying and Selling Transactions that Cause Losses to Consumers from a Civil Law Perspective.

Technological advancements and the complexity of the production chain place consumers in a vulnerable position due to their limited ability to assess product quality and safety before use. Products can potentially contain hidden defects, leading to the risk of loss. This situation underscores the urgency of civil liability for businesses. Digital trade practices often include clauses limiting liability, weakening consumers' bargaining power. This imbalance demands legal certainty through transparent regulation of production, distribution, and information delivery obligations.

The Civil Code, through Articles 1504 and 1506, stipulates the seller's obligation to cover hidden defects, even if they are unknown at the time of the transaction. Articles 1508 and 1509 regulate the consequences of a refund and related costs. Article 1338 emphasizes the principle of pacta sunt servanda, so that a valid agreement is valid as law for the parties. Violations of obligations can be classified as breach of contract or an act. against the law according to Article 1365 if the elements of action, error, loss, causal relationship are fulfilled.

Law Number 8 of 1999 concerning Consumer Protection strengthens the liability regime through Article 4 regarding consumer rights to security, correct information, compensation. Article 5 contains the obligation to act in good faith, Article 7 requires business actors to act honestly, Article 9 paragraph (1) letter g prohibits misleading offers. Article 19 regulates compensation in the form of a refund or replacement of equivalent goods no later than seven days from the transaction, Article 23 opens access to lawsuits through the courts or dispute resolution institutions. The principles of product liability, professional liability, strict liability, and standard clause limitations are relevant to blind box transactions because consumers do not know the exact contents of the product before opening the packaging.

Electronic transactions are subject to Government Regulation Number 80 of 2019 Article 13 paragraph (2), Article 53 paragraph (2) regarding the prohibition of detrimental clauses.

Consumers, Government Regulation Number 71 of 2019 Article 45, Article 49 concerning electronic agreements based on good faith, prudence, and transparency. Blind box practices that do not provide adequate information have the potential to violate pre-transaction standards, resulting in material and immaterial losses. Consumers have the right to demand compensation in accordance with Article 19 paragraph (2) in conjunction with Article 4 number 8 of the Consumer Protection Law if the business actor denies responsibility.

2. Blind Box (Mystery Box) Buying and Selling Transactions in Relation to the Principle of Justice and the Prohibition of Gharar or Maisir in the Perspective of Islamic Jurisprudence

Blind boxA mystery box is a promotional strategy that involves offering a sealed box without detailed information about the product's contents. Buyers only know the general category of the item, not the type, quality, or specific specifications. This pattern is common on e-commerce platforms. The uncertainty of the object raises normative issues related to the principle of justice and the prohibition of gharar and maisir according to Islamic jurisprudence.

Conceptually, buying and selling (al-ba'i) is understood as an exchange of property value through a valid contract in accordance with sharia provisions. The terms of the contract include the parties (al-muta'āqidain), ṣīghat (ijab-kabul), object (ma'qud 'alaih), and medium of exchange. The majority of scholars require legal capacity, willingness, legal ownership of the goods, clarity of the object in terms of type, quantity, nature, and ability to deliver. The normative basis is stated in QS Al-Baqarah (2): 275 which emphasizes the permissibility of buying and selling and the prohibition of harmful practices such as usury. A hadith narrated by Muslim prohibits gharar transactions, namely contracts that contain significant uncertainty.

The practice of blind box transactions involves an element of object ambiguity because the buyer does not know for certain what goods they are purchasing. This situation falls under the categories of gharar fil jinsi and gharar fil shifah, as the type and nature of the goods are not yet identified at the time of the contract. This speculative element opens up the potential for unilateral loss, thus contradicting the principles of justice (al-'adl) and transparency. Some scholars consider this type of contract to be invalid because the object does not meet the requirements of clarity. The legal consequence is that the transfer of ownership lacks sharia legitimacy.

This prohibition was reinforced by Fatwa No. 1 of 2022 from the Fatwa Commission of the Indonesian Ulema Council (MUI) for South Sulawesi Province, which stated that the practice of selling mystery boxes on digital platforms contains elements of gharar (gharar), maisir (gambling), jahalah (ignorance), and tadlis (unlawful betting). Recommendations were directed at the public to avoid speculative transactions, marketplace operators to refrain from facilitating such practices, and the government to strengthen oversight. Based on a jurisprudence analysis of transactions, blind boxes are inconsistent with the principles of object certainty, justice, and protection of the parties' rights. Substantial ambiguity regarding the goods makes the contract potentially void, thus failing to meet the standards of transaction validity under Islamic law.

3. Comparison Between the Regulations on Legal Responsibilities of Business Actors in Mystery Box (Blind Box) Buying and Selling Transactions According to Civil Law and Islamic Jurisprudence, and Their Relevance to Consumer Protection in the Shopee Marketplace

A Mystery Box is an online buying and selling transaction model based on a random mechanism. Buyers don't know the exact contents of the box; sellers only provide a general description in the description section. Items are determined through a digital lottery system. Sellers often include a no-return clause. Digital market practice exhibits two forms. First, a mystery box without a

The certainty of the type of item ensures that the transaction object is not specifically identified. Second, mystery boxes specify a specific product category, even though the model variations are unknown.

The validity of an agreement according to Article 1320 of the Civil Code requires agreement, capacity, a specific object, and a lawful cause. Agreement is reflected through the act of ordering, paying, and filling out an identity document. Article 1321 prohibits coercion, error, and fraud. The element of capacity refers to Article 1330. Account verification on platforms like Shopee does not guarantee that all users meet the age or legal capacity requirements. Subjective defects are considered valid according to J. Satrio's doctrine, so the agreement can be canceled.

Certain objects require clarity of the type of goods according to Articles 1332–1333 of the Civil Code. Random category mystery boxes do not meet these standards because the type of product cannot be determined at the time of the contract. This condition eliminates the objective element of the agreement. Because halal according to Article 1337 requires that the contents of the contract do not conflict with the law, morality, or public order. The mechanism based on luck has the potential to resemble gambling practices and thus conflicts with Article 27 paragraph (2) of the Electronic Information and Transactions Law. The clause refusing to return conflicts with Article 18 of the Consumer Protection Law and Government Regulation Number 80 of 2019.

The Islamic jurisprudence perspective of muamalah rejects transactions containing gharar (unclear gambling) or maisir (gambling). The ambiguity of the object violates the principles of justice, transparency, and social responsibility. Fatwa No. 1 of 2022 from the Fatwa Commission of the Indonesian Ulema Council (MUI) in South Sulawesi stated that the practice of using mystery boxes is unacceptable due to its speculative nature.

According to Article 45 of Government Regulation Number 71 of 2019, electronic transactions must be based on good faith, prudence, accountability, and fairness. The unclear object and exclusion clauses demonstrate a non-compliance with these principles. Based on a normative analysis, the random category mystery box agreement does not meet the objective requirements, making it null and void and having no legal consequences.

Forgery of authentic deeds can occur through various methods, including the creation of fake documents, unauthorized data alteration, or collusion between officials and certain parties. The impact of these actions is significant, as land that should be owned by certain parties can be transferred illegally, giving rise to legal disputes and material losses. For example, in the case of uncertified land grants, this problem becomes more complex because the land lacks strong legal recognition, making it vulnerable to conflict between the grantor and recipient, or third parties claiming ownership rights.

Land Deed Officials (PPAT) play a crucial role in resolving disputes over gifts of uncertified land. Their duties include verifying land ownership documents, drafting valid gift deeds, and facilitating mediation in the event of a dispute. Research by Lathifah Hanim and

Rurin Mariyasi Dewi (2025) shows that PPATs play a strategic role in every stage of the land gift process. This process begins with the examination of valid ownership documents, even if the land is uncertified. If a dispute arises, the PPAT acts as a mediator to reach an amicable resolution.

However, various obstacles exist in the practice of PPAT. Internal obstacles, such as difficulties in land verification without complete data and disputes with parties rejecting grants, as well as external obstacles, such as unclear land boundaries and poor public legal understanding, need to be addressed. Proposed solutions include completing administrative data, mediation, re-measuring, and educating the public about legal procedures and land documents.

Legal remedies available to parties injured by falsified authentic deeds include several steps. First, the injured party can file a civil lawsuit to annul the falsified deed and restore land rights under Article 1365 of the Civil Code (KUHPerdata). Second, they can report the criminal act of document falsification to law enforcement officials, such as the police or the Prosecutor's Office, who can conduct an investigation and prosecution.

To address the risk of forgery, Land Deed Officials (PPAT) and Notaries must apply the principles of caution and accuracy in every deed they create. Collaboration with professional associations, ongoing training, and cooperation with the Land Office are important strategies for enhancing legal protection for parties involved in land transactions. Strengthening regulations, through revisions to land regulations and clarification of the role of PPATs, is also necessary to increase the effectiveness of dispute prevention.

Improving the capacity of Land Deed Officials (PPAT) through ongoing training is an effective strategy for addressing various land disputes. With a better understanding of the law, PPATs can expedite certification and minimize the risk of future disputes. In conclusion, forgery of authentic deeds used as the basis for land registration is a serious problem that can harm parties with legitimate land rights. Legal remedies include civil lawsuits, criminal reports, and protection and mediation through PPATs and land institutions.

Therefore, strengthening the role of Land Deed Officials (PPAT) and implementing comprehensive legal measures are crucial to ensuring legal security in land transactions, preventing losses to the public, and reducing land mafia practices. Without these measures, the risk of disputes and public losses will remain high, especially for land that lacks official certificates as proof of ownership.

D. Conclusion

Technological advancements and the complexity of the production chain place consumers in a vulnerable position due to their limited ability to assess product quality and safety before use. Products can potentially contain hidden defects, leading to the risk of loss. This situation underscores the urgency of civil liability for businesses. Digital trade practices often include clauses limiting liability, weakening consumers' bargaining power. This imbalance demands legal certainty through transparent regulation of production, distribution, and information delivery obligations.

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