

The Concept Of Property In Online Sales Mystery Box In Indonesia

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ABSTRACT

In this current era, the traditional method of buying and selling has been utilized by the internet technology, commonly known as online buying and selling. The online buying and selling trend have become popular among various groups. Various items are sold online on marketplaces, and one of the items is the mystery box, where buyers purchase a secret box without knowing its contents. This research aims to identify the concept of property in the mystery box as an object of buying and selling transactions in Indonesian marketplaces, as well as the validity of the agreement from these transactions. This research is conducted using normative legal research methods with Statue Approach and Conceptual Approach. The results of this study indicate that the concept of property in the mystery box is relative because its contents cannot be predicted and there is an element of chance in every transaction. Therefore, the principle of individualiteit (individuality) regarding the object is not fulfilled because in property law, it is absolute for objects to be substantial and tangible to maintain its rights as stated in Article 499 of Burgerlijk Wetboek. The agreement for buying and selling mystery boxes also disregards the contra preferentum rule principle, due to the lack of information from the seller about the item that is being sold, thus it can lead to multiple interpretations and losses.

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PRELIMINARY

Internet is one of the rapid advancement of technologies which cannot be separated from people's lives. Various information that occurs from every part of the world is available immediately because of this massive interconnection network. In Indonesia, the spreading of internet network connections has been massively used not only in big cities, but also has entered remote villages to all corners of the city, as well as various groups and layers of

society.¹ Furthermore, the sophistication of the internet is not only able to connect people around the world, but it has also indirectly affected various sectors of life, including the economic sector.² In this current era, the traditional method of buying and selling has been utilized by the internet technology, commonly known as online buying and selling. Electronic transactions through the marketplace are a form of progress in the field of technology related to trading systems between sellers and buyers that can be done anywhere and anytime. Marketplace as one of the electronic system organizers for the implementation of electronic transactions between sellers and buyers is based on Government Regulation (PP) Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions (LNRI 2019 Number 185 - TLNRI Number 6400) jo. Government Regulation No. 81/2019 on Trading through Electronic Systems (LNRI 2019 No. 222 - TLNRI No. 6420).

Online buying and selling has become a trend that is of interest to various groups. Young people to the elderly are the subjects of online buying and selling.³ Various kinds of goods become the object of online buying and selling, ranging from goods worth tens to hundreds of thousands such as snacks, perfumes and cosmetics to goods worth tens or even hundreds of millions such as motorbikes and cars. One of the objects of buying and selling that is the highlight of this paper is electronic transactions against mystery boxes or can also be called mystery boxes. In purchasing a mystery box, generally there are special terms and conditions made by the seller and apply to the seller and buyer who are bound by the agreement. These terms and conditions are included in the description information on the item that is the prize of the mystery box. The objects in the mystery box are not known by the buyer because they are kept secret.⁴

Periodically, the sellers will show boxes with tempting items in their advertisements, such as smartphones, laptops, cameras, and other interesting valuable items. There are also mystery boxes that offer gifts such as clothes, pants, and other accessories. However, what comes to the consumers after buying a mystery box is mostly unexpected and certainly not in accordance with the expectancy from the advertisement. This is because the contents of the mystery box are randomized objects, thus the element of luck is significantly related to the sale and purchase of this mystery box.⁵ In fact, through Government Regulation Number 80 of 2019 concerning Trading through Electronic Systems, Article 3 states that in conducting trading through electronic systems, parties must pay attention to several important principles, especially related to good faith, prudence and transparency. This is inseparable from the fact that the mystery box sale is a sale and purchase event that gives birth to an agreement in the form of a sale and purchase agreement, as is the fulfillment of the first element in Article 1320 BW. What is meant by the word 'agreement' is none other than the moment of meeting between the offer (offerte/offer), in this context is the seller, with acceptance (acceptatie/acceptance), by the buyer.⁶

¹ Said Akmala. Perkembangan Internet Pada Generasi Muda di Indonesia dengan Kaitan Undang-undang ITE yang Berlaku. *Jurnal Cyber Security dan Forensik Digital*, 1 (2), 45-49, 2019. <https://doi.org/10.14421/csecurity.2018.1.2.1371>, p. 47.

² Muhammad Adib Afiq and Moch. Najib Imanullah. The Study of Consumer Protection in The Mystery Box Sale and Purchase Agreement on Shopee Marketplace Viewed from Indonesian Law. *International Journal of Educational Research & Social Sciences*, 4 (1), 89-93, 2023. <https://doi.org/10.51601/ijersc.v4i1.585>, p. 90.

³ Ghifara Ayudia Ramadhanty and Surahmad. Peralihan Hak Milik atas Barang melalui Jual Beli Online dengan Sistem Cash on Delivery. *Jurnal Ilmu Hukum Fakultas Hukum Universitas Riau*, 10 (2), 361-380, 2021. <http://dx.doi.org/10.30652/jih.v10i2.8060>, p. 365.

⁴ Leon X. Yiao. Blind Boxes: Opening Our Eyes to The Challenging Regulation of Gambling-Like Products and Gamblication and Unexplained Regulatory Inaction. *Gaming Law Review*, 26 (5), 2022, 255-268, 2022. <https://doi.org/10.1089/qlr.2022.0012>, p. 256.

⁵ Intan R. Dewi. Heboh Mystery Box di Marketplace, Bisnis Lottery Abal-abal yang Hasilnya Zonk. Diunduh dari <https://tekno.sindonews.com/read/530942/207/heboh-mystery-box-di-marketplacebisnis-lottery-abal-abal-yang-hasilnya-zonk-1630670991/10>, on September 3rd, 2021.

⁶ Moch. Isnaeni. *Perjanjian Jual Beli*. Bandung: PT Refika Aditama, 2016, p. 32.

There are several previous legal studies that also discuss “Mystery Box Online Sales”. First, a journal article written by Nufyana Narmia Sari, Muslimin Kara and Rahmawati Muin entitled “Mystery Box and Its Impact on Society (Islamic Law Review)” in the *International Journal of Islamic Studies (IJIS)* Vol. 1 No. 2, December 2021. The discussion of legal research in this journal article focuses more on Mystery Box online sales seen from the perspective of Islamic Law were based on this legal research, mystery box online buying and selling transactions are considered as buying and selling transactions that contain “*gharar*”, which is a term in Islamic Law that means doubt, deception or actions that aim to harm others because there is no explanation regarding the form and type of goods being traded. The legal research in this journal article also states that the mystery box online sale and purchase transaction contains “*maysiir*”, which is a term in Islamic Law that means gambling or betting.⁷

Second, a journal article written by Anak Agung Sagung Ngurah Indradewi entitled “Legal Protection of Mystery Box Purchases in Review of the Consumer Protection Law” in the *Kertha Semaya Journal* Vol. 12 No. 2, Year 2024. The discussion of legal research in this journal article focuses more on legal protection for buyers who feel disadvantaged from purchasing mystery boxes because the goods do not match expectations where the sale of mystery boxes is considered to violate the provisions of Article 7 letter b of Law Number 8 of 1999 concerning Consumer Protection which states that business actors are obliged to provide correct, clear and honest information about the condition and guarantee of goods and provide explanations, use, repair and maintenance of these goods, and also violate Article 4 number 3 which states that consumers are entitled to correct, clear and honest information about the condition and guarantee of the goods they buy. This journal article also discusses the preventive protection that can be done by buyers, namely the making of contracts with standard clauses so that buyers do not feel disadvantaged, and the repressive protection that can be done is that disputes can be resolved out of court with the seller paying compensation to the buyer.⁸

Third, a journal article written by Mahfud Nugroho and Fitria Yunu Astuti entitled “Mystery Box Buying and Selling on E-Commerce in the Perspective of Islamic Economic Law” in the *Journal Economic Rights Insights* Vol. 1 No. 2 June 2022. This journal also discusses the practice of buying and selling Mystery Boxes in the Shopee marketplace which is analyzed from the point of view of Islamic Economic Law where this study concludes that the mystery box sale and purchase agreement is considered a type of agreement that is prohibited / forbidden in Islamic economics as mentioned in Surah Al Maidah verse 90, namely there is an element of gambling, and it is considered that the product images displayed are only as sweetening items to attract the attention of buyers where in reality, buyers will receive things that do not match what is displayed.⁹

However, the difference between previous research and this research is that previous research contains discussions related to mystery box buying and selling transactions discussed using a business law perspective and a consumer protection law perspective, while in this study, the author aims to discuss issues related to mystery boxes based on the perspective of property law and treaty law. Based on the results of the author's search, there is no comprehensive study/study that discusses the concept of property in mystery box

⁷ Nurfyana Narmia Sari, Muslimin Kara and Rahmawati Muin. Mystery Box and its Impact on Society (Islamic Law Review). *International Journal of Islamic Studies*, 1 (2), 95-103, December 2021. <https://doi.org/10.24252/ijis.v1i2.32436>, p. 102.

⁸ Anak Agung Sagung Ngurah Intradewi. Perlindungan Hukum Terhadap Pembelian Mystery Box Ditinjau dari Undang-undang Perlindungan Konsumen. *Jurnal Kertha Semaya*. 12 (2), 39-47, 2024. <https://doi.org/10.24843/KS.2024.v12.i02.p04>, p. 44.

⁹ Mahfud Nugroho, Fitria Yunu Astuti. Jual Beli Mystery Box pada E-Commerce dalam Perspektif Hukum Ekonomi Islam. *Journal Economic Rights Insights*, 1 (2), 137- 147, June 2022. <https://doi.org/10.51792/jei.v1i2.38>, p. 144.

transactions which are objects in Indonesian treaty law. Therefore, the researcher aims to identify the concept of property in mystery boxes as an object of buying and selling transactions in marketplaces in Indonesia and the validity of mystery box buying and selling agreements, especially in trading through electronic systems.

METHOD

This research is conducted using normative legal research methods, considering that the object/focus of this research study is the product of legislation. The approaches used are the statutory approach and conceptual approach. The statutory approach is carried out by examining all laws and regulations related to the legal issues being addressed. The conceptual approach departs from the views and doctrines that have developed in law, and by studying the views and doctrines in law, researchers will find ideas that give birth to legal notions, legal concepts and legal principles which relevant to the issue at hand.¹⁰

The data analysis technique that will be used in this research is a qualitative juridical analysis method in the form of interpretation of legal materials, then the results of the analysis will be related to the problems abbreviated in this study to produce an objective assessment in answering the problems raised in this study.¹¹ The data sources used in this research are primary legal materials in the form of legal materials that have authority and are binding, namely the Civil Code (Burgerlijk Wetboek or BW) and Government Regulation Number 80 of 2019 concerning Trading through Electronic Systems (hereinafter referred to as PP PMSE). Secondary legal materials are explanations related to primary legal materials such as legal books, scientific works, internet materials, articles, opinions of legal experts, and other legal materials.

RESULT AND DISCUSSION

The Concept of Property in Mystery Boxes in Electronic Transactions

The applicable parts of the Law of Property regulated in Book II of the Burgerlijk Wetboek (hereinafter BW) are limited to the part that regulates general provisions on property and property rights (zakelijkrecht). The law of property is closed (gesloten system), so that in exercising property rights, it is limited to the rules in Book II BW.¹² This is inseparable from the fact of the closed nature of Book II BW, indicating that the articles in it are dominated by legal provisions that are *dwingend recht*, namely rules that must essentially apply, without the possibility of being overridden, even through an agreement. Property are objects of transactions that must be able to determine their existence explicitly, one of which is as a form of realization of legal certainty.¹³

Property are defined as “property is every item and every right that can be controlled by property rights” as stated in Article 499 BW. Even in special provisions, there is a definition of property that is different from the two definitions of property as stated in Article 499 BW above, such as Article 1792 BW which defines property (zaak) as a “legal act”, Article 1354 BW which defines property (zaak) as an “interest”, and Article 1263 BW which defines property (zaak) as a “legal reality”.¹⁴

¹⁰ Peter Mahmud Marzuki. *Penelitian Hukum*. Jakarta: Kencana, 2017, p. 19.

¹¹ Suteki and Galang Taufani. *Metodologi Penelitian Hukum, Filsafat, Teori dan Praktik*. Jakarta: PT Raja Grafindo Persada, 2018, p. 139

¹² Al Qodar Purwo Sulisty, et.al. Penerapan Asas Individualiteit terhadap Sistematis Berjalannya Hukum Kebendaan di Masyarakat Indonesia. *Ahmad Dahlan Legal Perspective*, 3 (1), 11-26, 2023. <https://doi.org/10.12928/adlp.v3i1.8005>, p. 14.

¹³ Moch. Isnaeni. *Hukum Harta Kekayaan Episentrum Burgerlijk Wetboek (BW)*. Surabaya: Revka Prima Media, 2020, p. 38.

¹⁴ Irawan Soerodjo. The Development of Indonesian Civil Law. *Scientific Research Journal (SCIRJ)*, IV (IX), 30-35, 2016, p. 31.

The law of property is the entire normative rule of law that regulates legal relationships between fellow legal subjects relating to objects and property rights. Objects/property are tangible and intangible goods, have no life and have no will of their own, so that they can only be used by humans to pursue pleasure. Tangible objects and intangible objects have a meaning that lies in the way of delivery to the other party when the transfer occurs, for example through delivery (levering), when the sale and purchase event occurs. The delivery of tangible property, such as land, is done by *balik nama*, while the delivery of intangible property in the form of receivables is done by hand-to-hand letters, assignments (*cessie*), and endorsements.¹⁵

In general, the classification of property is only based on movable and immovable objects and registered and unregistered property. However, citing the classification submitted by Soebekti, the division of the concept of property in law is divided into 4 (four) categories based on the law. The following are the categories presented by Soebekti related to the concept of property/objects :¹⁶

- 1) objects that can be divided and those that cannot be divided;
- 2) objects that can be traded and objects that cannot be traded;
- 3) objects that are moving and immovable;
- 4) objects that can be replaced and cannot be replaced.

Meanwhile, Moch. Isnaeni classifies objects into 10 (ten) categories :¹⁷

- 1) tangible objects - intangible objects (Article 503 BW);
- 2) movable objects - immovable objects (Article 504 BW);
- 3) consumable objects - non-consumable objects (Article 505 BW);
- 4) objects that already exist - objects that will still exist (Article 1131 BW);
- 5) divisible objects - objects that cannot be divided (Article 1160 jo. 1163 BW);
- 6) objects in trade - objects outside of trade (Article 537 jo. 1332 BW);
- 7) replaceable objects - non-replaceable objects (Article 1694 BW);
- 8) titled objects - non-titled objects (Article 519 BW);
- 9) producing objects - non-producing objects (Article 575 BW);
- 10) treasure objects - non-treasure objects (Article 587 BW).

From these ten categories, the classification of movable and immovable property is the most important, because it is related to the transfer of property rights of objects that are actually transferred only when there is a delivery or levering (Articles 612, 613 and 616 BW). In line with the explanation above, what is classified as property in electronic transactions as stated in Article 1 number 18 of the PMSE Regulation, namely:

“Goods are every property, both tangible and intangible, both movable and immovable, both consumable and inexhaustible, and can be traded, used, used, or utilized by Consumers or Business Actors”.

Thus, the criteria of 'goods' or 'things' regulated in the Regulation on E-Commerce is actually a specific qualification regarding the types of things that can be traded through the means of electronic systems.

Property as objects of property rights are attached with many characteristics that are also attached to them. Property rights are inviolable because they are absolute rights and are the most important rights over the object in question compared to other rights. In addition to being absolute, property rights also contain an important feature, namely the principle of individuality. The principle of individualiteit regulates the object of property rights by systematizing that a good can be determined on tangible goods in the form of a unit

¹⁵ Djoni Sumardi Gozali dan Noor Hafidah. *Dasar-dasar Hukum Kebendaan Hak Kebendaan Memberi Kenikmatan & Jaminan*. Yogyakarta: UII Press, 2020, p. 12.

¹⁶ Soebekti. *Pokok-pokok Hukum Perdata*. Jakarta: Intermasa, 2005, p. 61-62.

¹⁷ Moch. Isnaeni II, *Op.Cit.*, p. 98.

and cannot if the goods are determined based on a type or amount. In this principle, the object of property can be determined individually regarding its ownership rights to an object with an unlimited period of time. So that through this principle, certainty and certainty of ownership of an object can be guaranteed and people can more easily recognize their ownership rights to an object because according to this principle the rights to objects can be determined individually.¹⁸

The "mystery box" concept features packages containing unrevealed items, a trend that has quickly gained popularity on various online platforms. Buyers drawn to the thrill of surprise choose to purchase these mystery boxes, hoping to find eccentric or valuable items. However, the uncertainty arises because, while buyers can choose a broad category for the mystery box, no one can know for sure what they're getting until the purchase is made and then open it. Therefore, under the law of property, the contents of the mystery box are tangible but when it is sold and unopened by the buyer, it is relative because the object is there but cannot be determined, giving rise to ambiguity. This trading model is known as "mystery box trading" or mystery box transactions.¹⁹

From the understanding of the mystery box concept, the existence of property rights on the object of the sale and purchase does not fulfill the principle of individuality. A buyer cannot determine what belongs to him before the goods are received by him, whereas in the concept of buying and selling, all objects that will transfer their rights must be able to be determined as a unit. Through the principle of individualiteit also emphasizes that in the law of objects is absolute, so that every person as a legal subject can defend their rights and goods as stated in Article 499 BW.²⁰

The Validity of the Mystery Box Sale and Purchase Agreement in Electronic Transactions.

The mystery box trend has been around since 2017 in America. It began when several *YouTubers* purchased mystery boxes from online platforms for the purposes of YouTube contents, sparking curiosity and leading to its popularity in Indonesia. Mystery boxes intrigue buyers, which drives their interest in purchasing them. *Shopee*, one of Indonesia's most popular marketplaces, attracts many visitors interested in mystery boxes. The average seller at *Shopee* provides a mystery box. One of the sellers on *Shopee*, *Luvnamuslim*, has sold 3.5 thousand mystery boxes with a star rating of 4.7, a total 5-star rating of 1.6 thousand and a 1-star rating of 29 thousand.²¹

Mystery box transactions have emerged as a widespread trend in online marketplaces, raising concerns about their legal and ethical implications. The appeal of buying packages with unknown contents has led to a surge in popularity, especially in diverse product categories. Buyers engage in these transactions primarily to satisfy their curiosity about the undisclosed items inside the mystery box.²² Engaging in a mystery box transaction involves several steps within the online marketplace. Shoppers search through these platforms to select their desired mystery box category and review the seller's product description, which outlines the criteria and potential contents of the box. Once a preferred option is found, buyers place an order, providing personal details such as their name, address, contact information, and email. The final step involves the payment process, which can be done

¹⁸ Al Qodar Purwo Sulisty, et.al., *Op. Cit.*, p. 18-20.

¹⁹ Moh Roni Irfana dan Aryani Witasari. The Mystery Box Transaction Practice in The Perspective of Islamic Law and Civil Law. *Proceeding of International Conference on The Law Development for Public Welfare*, 1 (2), 152-158, 2021, p. 154.

²⁰ Al Qodar Purwo Sulisty, et.al., *Loc. Cit.*

²¹ Nurfyana Narmia Sari, Muslimin Kara, and Rahmawati Muin. *Op.Cit.*, p. 97.

²² Muhammad Amin, et.al. The Legal Consequences of Mystery Box Purchase and Sale Transactions Based on The Disclosure Concept. *Jurnal Ilmiah Mizani*, 10 (2), 263-271, 2023. <http://dx.doi.org/10.29300/mzn.v10i2.3007>, p. 265.

through various methods such as ATMs, bank transfers, or at convenience stores such as Indomaret and Alfamart.²³

Aside from legal considerations, the growth in mystery box transactions is also fueled by specific seller motivations. For example, when buyers return goods, sellers might find inventive ways to repurpose these items, such as by including them in mystery boxes. These boxes are often sold at a reasonable price, based on the expectation that the overall value of the contents exceeds the cost of the box itself. The uncertainty of the items inside adds an element of chance, which makes mystery boxes more appealing to buyers. As for the items within, they are considered economically valuable and tradable, but not replaceable. Once the transaction is completed and the buyer examines the contents, ownership of the mystery box generally passes to the buyer.

This means that the buyer is given the authority to "control" an object as its owner under property rights. As a result, the person who has control over the object has the right to maintain or use it, as long as this control does not violate the law, disturb public order, or infringe on the rights of others, while also taking into account possible claims of public interest. It is important to understand the process of acquiring property rights for an object. In the BW, how to obtain property rights is regulated in Article 584 BW which states that property rights to an object cannot be obtained in any other way, other than by ownership, by engagement, by expiration, by inheritance, either by law or by will, and by appointment or delivery based on a civil event to transfer property rights, which is carried out by someone who is entitled to act freely on the object.²⁴

A sale and purchase agreement is a reciprocal agreement in which both the buyer and the seller are obliged to fulfill their respective obligations with the aim that the rights of each party can be realized. The norming of obligations is a top priority, and what is highlighted first is the regulation of the seller's obligations.²⁵ The seller's obligation is considered crucial because it is related to the most important element in the sale and purchase agreement, namely the agreed object itself, where the ultimate goal of the sale and purchase agreement is the transfer of ownership rights to the agreed object, in this case, the object belongs to the seller, to the buyer through the delivery of the object or levering, as explained above.

One of the obligations that must be fulfilled by the seller is regulated in Article 1473 BW which states that: "The seller is obliged to expressly state what he is binding himself for; all promises that are not clear and can be given various understandings, must be interpreted to his disadvantage." This article explains that the Seller is burdened by the obligation to provide honest information about the object agreed upon in the sale and purchase. This information can be a consideration for the Buyer to continue the sale and purchase agreement.²⁶

The article contains the principle of *contra preferentem* rule which was previously mentioned in Article 1349 BW, namely: "If there is any doubt, an agreement must be interpreted to the disadvantage of the person to whom the agreement is requested and to the advantage of the person who binds himself in the agreement." The *contra preferentem* rule, also known as the Doctrine of Ambiguity, is a principle in contract law that requires the seller to provide complete, clear, and honest information about all aspects of the sale and purchase agreement, especially concerning the agreed-upon object. If the seller's statements are deemed unclear or ambiguous, leading to doubts, any ambiguity should be interpreted in a way that disadvantages the party who drafted the agreement and favors the party who

²³ Mahfud Nugroho dan Ftira Y. Astuti, *Op.Cit.*, p. 139.

²⁴ Try Widiyono. Objects and How to Get Them Based on Indonesian Law. *International Journal of Engineering Bussines and Social Science*, 1 (2), 41-48, 2022. <https://doi.org/10.58451/ijebss.v1i02.6>, p. 44.

²⁵ Moch. Isnaeni I, *Op.Cit.*, p. 82.

²⁶ Widodo Dwi Putro, et.al. *Penjelasan Hukum: Pembeli Beritikad Baik Perlindungan Hukum Bagi Pembeli Beritikad Baik dalam Sengketa Perdata Obyek Tanah*. Jakarta: LeIP, 2016, p. 100.

agreed to it. Indeed, the contra preferentum rule is based on the most important element of the business world, namely profit. There are almost no human activities or people as members of society, ignoring the calculation of profit or profit in their actions during their daily activities.²⁷

The pattern of activities based on profit needs to be protected by a contract or agreement in order to obtain legal certainty, which in this case is a sale and purchase agreement. The sale and purchase agreement as a reciprocal agreement, prioritizes proportional benefits for both parties where the buyer as the party making the payment, has the right to know clearly the object he will pay for so that the seller must provide detailed information about what he wants, especially if it relates to the object being promised considering that the owner of the object is the seller. The situation as described above has good consequences for both buyers and sellers, namely that both benefit from each other. It is factually not easy to find a statement of will that will not lead to multiple interpretations, but it is not impossible to uphold the principle of contra preferentum rule. Moch. Isnaeni further argues as follows :²⁸

“The seller's obligation as such is important, because the statement of the will of the parties to reach an agreement, is to provide a correct and valid leveraging runway, considering that the Sale and Purchase Agreement as a title, determines the level of validity of the leveraging.”

Therefore, if the seller's will be in doubt, it will be interpreted to the detriment of the party making the declaration.

The mystery box sale and purchase agreement, as explained above, is a sale and purchase agreement in which the buyer can only choose the category of objects in the mystery box to be purchased but the specifications of the objects to be obtained are still a mystery and will only be known by the buyer when the mystery box has been opened. This situation is clearly contrary to the seller's obligation to provide clear information to the buyer as stipulated in Article 1349 BW because the seller is considered less transparent. In the mystery box sale and purchase agreement, the seller only provides categories of objects without providing exact specifications regarding the goods to be received by the buyer. This creates uncertainty so that the buyer can only predict or “grope” about the estimated objects that will be obtained when they arrive. This lack of clarity of information provided by the seller to the buyer can lead to multiple interpretations. The principle of prohibition in the acceptance of compensation is always circumvented in the contract, therefore this can constitute acceptance without rights or unjust enrichment.²⁹

From the mystery box sale and purchase agreement, it is also considered to use the principle of unjust enrichment which enriches itself at the expense of another party unfairly.³⁰ So, this general principle says that a person is prohibited from enriching himself unfairly at the expense of the injured party. Therefore, it must return the assets or benefits of the benefits it has received, and from this return it is felt to be fair and feasible and does not conflict or contradict the public interest directly or indirectly. This mystery box sale and purchase agreement is considered to heed the principle of contra preferentum rule because of the doubts as mentioned above.

Doubts about the seller's statement arising from the mystery box sale certainly cause losses to the buyer, especially if it turns out that the object received by the buyer does not

²⁷ Moch. Isnaeni II. *Op.Cit*, p. 35.

²⁸ Moch.Isnaeni I, *Op.Cit*, p. 14.

²⁹ Basyarudin. Perlindungan Hukum Akibat Wanprestasi dalam Perjanjian Konstruksi yang Dilaksanakan Kontraktor. *Jurnal Cakrawala Ilmiah*, 1 (2), 209-219, October 2021.

³⁰ Richard J. Long and Andrew Avalon. The Doctrine of Unjust Enrichment. *Long International*, 303, 1-10, 2016, p. 1.

match the buyer's expectations. Therefore, based on the principle of contra preferentum rule, the information or clause in the mystery box sale that triggers the vagueness or uncertainty must be interpreted in favor of the injured party, in this case the buyer, and to the detriment of the party who stated the information, in this case the seller.

CLOSING

The law of objects encompasses a set of normative legal rules that govern the relationships between legal subjects concerning objects and property rights. Objects are tangible, inanimate items without life or will, and can only be utilized by humans for personal enjoyment. The concept of property in mystery boxes, with their unpredictable contents, introduces an element of luck to the transaction. When a mystery box is sold but not yet opened by the buyer, its nature remains relative which is the object exists but cannot be specifically identified, leading to ambiguity. Therefore, the existence of property rights in the sale of mystery boxes does not fully satisfy the principle of individuality. A buyer cannot precisely determine what belongs to them until they receive the goods, whereas in traditional sales, all objects with transferred rights must be identifiable as a single entity.

Through the principle of individualiteit, it also emphasizes that the law of objects is absolute, so that every person as a legal subject can defend their rights and goods as stated in Article 499 BW. The acquisition of property rights of an object is regulated in Article 584 BW which states that property rights to an object cannot be obtained by other means, one of which is due to an agreement. A sale and purchase agreement is a reciprocal agreement in which both the buyer and seller have obligations that each must fulfill with the aim that the rights of each party can be realized. One of the obligations that must be fulfilled by the seller is regulated in Article 1473 BW. This article contains the principle of contra preferentum rule stated in Article 1349 BW, namely: "If there is any doubt, an agreement must be interpreted to the disadvantage of the person asked to make an agreement and to the advantage of the person who binds himself in the agreement."

This mystery box sale and purchase agreement is contrary to the principle of contra preferentum rule because the seller does not carry out his obligation to provide specific information about the object promised to the buyer where the buyer only finds out about the object after it is opened. Therefore, based on this principle, the unclear information must be interpreted in favor of the injured party, in this case the buyer, and to the detriment of the party who stated the information, in this case the seller. The mystery box sale is also considered to override the principle of unjust enrichment, which emphasizes that a person is prohibited from obtaining unfair benefits, so if this happens, the seller must return the profits he has received.

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