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Mystery Box Transactions on the Tokopedia Marketplace: A Legal Analysis of Consumer Protection in Indonesian Civil Law

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ABSTRACT

With the advancement of information technology in Indonesia, various new business models have emerged that utilize digital platforms as the primary medium for economic activities. One notable example is online shopping applications that enable the purchase of goods through an entirely digital process, including payment methods. However, the buying and selling practice of mystery boxes raises legal issues, particularly regarding consumer protection. This research examines the validity of mystery box transactions from the perspective of Indonesian civil law, focusing on Article 1320 of the Civil Code concerning the legal requirements of an agreement. The findings indicate that the object of mystery box transactions is uncertain, which may lead to elements of fraud. This practice also contradicts Law Number 8 of 1999 on Consumer Protection, which mandates that business actors provide clear, accurate, and honest information about the goods or services offered. The research method used is normative-juridical, employing a statutory and case approach. The study is descriptive-analytical in nature and aims to provide a comprehensive understanding of the legal issues surrounding mystery box practices and their implications for consumer protection.

Keywords: *Agreement, Consumer Protection, Legal Protection, Mystery Box*

INTRODUCTION

One of the basic needs of human beings is the need for housing, which necessarily requires land and, given limited land availability, can generate problems. This basic need is fulfilled either by individuals building on their own land or by provision from other parties. The rapid development of information technology has brought significant changes to various aspects of human life, particularly in trade and business.¹ Society is increasingly facilitated in conducting sales and purchase transactions without face-to-face meetings, relying only on electronic devices and internet access. This phenomenon has given rise to various innovations in the digital sphere, one of which is the presence of marketplace applications that mediate between sellers and buyers. One of the most popular platforms in Indonesia is Tokopedia. This application provides various services for the sale of goods, including features that attract consumers such as payment via Cash on Delivery (COD). However, technological progress does not only bring positive impacts but also introduces new legal issues, one of which relates to the sale of Mystery Box products that often cause consumer losses.

A Mystery Box is a product sold in the form of a sealed package in which consumers do not know with certainty the contents of the package before purchasing it.² The concept appears attractive because it offers an element of surprise, yet in practice it often leads to disappointment and problems. Many consumers feel disadvantaged because the goods received do not match expectations or are even unfit for use, and information about the purchased product is often not explained in detail by the seller. This clearly contradicts consumer protection principles as stipulated in Law Number 8 of 1999 on Consumer Protection, which obliges business actors to provide true, clear, and honest information regarding the products offered.³

From the perspective of civil law, the sale and purchase of Mystery Boxes raises issues regarding the validity of the agreement. Under Article 1320 of the Indonesian Civil Code, the legal requirements for an agreement consist of the consent of the parties, legal capacity, a specific object, and a lawful cause.⁴ In the case of a Mystery Box, there is uncertainty concerning the object being transacted, because the buyer does not know the contents of the package at the time the

¹ Siti Aisyah, "Perlindungan Konsumen Dalam Jual Beli Mystery Box Pada Marketplace Tokopedia" (UIN Syarif Hidayatullah Jakarta, 2023), <https://repository.uinjkt.ac.id/dspace/handle/123456789/73345>.

² Dandy Agam Haqi and Made Warka, "Upaya Hukum Dalam Transaksi Mystery Box Pada Marketplace Untuk Perlindungan Konsumen," *Jurnal Pemuliaan Hukum* 6, no. 1 (October 31, 2023): 19–37, doi:10.30999/ph.v6i1.2810.

³ Alfi Saputra, "Tinjauan Hukum Islam Dan Hukum Positif Tentang Praktik Jual Beli Online Mystery Box Di Marketplace Shopee" (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2024), <https://repository.uinjkt.ac.id/dspace/handle/123456789/78971>.

⁴ Ihsan Helmi Lubis, "Jual Beli Mystery Box Dalam E-Marketplace Ditinjau Dari Perspektif Hukum Ekonomi Syariah," *Yurisprudencia: Jurnal Hukum Ekonomi* 10, no. 2 (December 30, 2024): 266–87, doi:10.24952/yurisprudencia.v10i2.13748.

agreement is concluded. This situation may render the agreement defective and potentially fall within the category of an unlawful act if elements of fraud, negligence, or non-transparency by the seller are proven.

Amid the proliferation of Mystery Box sales, Tokopedia as the platform provider has also come under scrutiny. Although it is not directly a party to the agreement between seller and buyer, Tokopedia bears responsibilities as an electronic system provider to ensure the security and clarity of transactions conducted through its application. The problem becomes more complex when Mystery Box sellers fail to include clear product descriptions, do not respond to buyers, refuse returns, or cannot be contacted.⁵ Such practices indicate violations of principles of fairness and legal certainty in electronic transactions.

The problems arising from the sale of Mystery Boxes reveal a gap between what should be (*das sollen*) and what actually occurs (*das sein*). Normatively, sales transactions must satisfy principles of transparency, fairness, and legal protection for all parties.⁶ In reality, however, numerous violations of these principles are still found in Mystery Box transactions on marketplaces such as Tokopedia. This discrepancy causes public concern, particularly among consumers who feel they lack adequate legal protection when they suffer losses.

In light of these issues, further study is required regarding the validity of Mystery Box sales agreements from the perspective of civil law and the mechanisms of legal protection for consumers engaged in such transactions. This research is important given the growing number of consumers affected by such practices and the absence of firm legal measures to prevent misuse of sales systems by business actors. Accordingly, this study analyzes the legal problems arising from Mystery Box sales on Tokopedia and examines the legal responsibilities of business actors to provide the protection consumers are entitled to under prevailing law in Indonesia.

By adopting the title “Mystery Box Transactions on the Tokopedia Marketplace: A Legal Analysis of Consumer Protection in Indonesian Civil Law”, the author aims to analyze the form of legal protection that should be provided to consumers harmed in Mystery Box transactions and how contractual provisions in civil law can be applied in the context of digital transactions. Through a normative-juridical approach and analysis of relevant cases, this research is expected to contribute to the development of consumer protection law in the digital era and to serve as a reference for policy and regulation that are more adaptive to technological developments and new forms of electronic transactions.

⁵ Bagas Febri Pratama, “Tinjauan Fikih Muamalah Terhadap Jual Beli Mystery Box ‘Variasi Sepeda Motor’ Pada Marketplace Lazada” (Institut Agama Islam Negeri Ponorogo, 2023), <http://etheses.iainponorogo.ac.id/id/eprint/26224>.

⁶ Syifa Fauzia, “Perlindungan Hukum Terhadap Konsumen Jual Beli Mystery Box Di E-Commerce Tokopedia Dalam Perspektif Hukum Islam Dan Hukum Perdata Indonesia” (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2024), <https://repository.uinjkt.ac.id/dspace/handle/123456789/81931>.

LITERATURE REVIEW

Theories of Consumer Protection Law

In this study, the theory of consumer protection law serves as the primary foundation for understanding the rights and obligations of the parties in mystery box sales transactions on the Tokopedia marketplace. Based on Law of the Republic of Indonesia Number 8 of 1999 on Consumer Protection, consumer protection is an effort to guarantee that consumers' rights are fulfilled and protected from harmful business practices.⁷ Consumers' rights include the right to comfort, security, and safety in using products, as well as the right to obtain honest, clear, and accurate information regarding the goods purchased.

In the context of mystery boxes, this theory is important because such transactions often generate uncertainty and potential losses for consumers if the contents of the mystery box do not correspond to the seller's statements. Therefore, consumer protection theory provides the basis for assessing whether the seller's practices comply with legal provisions and whether consumers' rights are fulfilled.

Normative Approach to the Sale and Purchase Agreement

This study also refers to the theory of sale and purchase agreements under the Indonesian Civil Code. Pursuant to Article 1457 of the Civil Code, a sale and purchase agreement is an event in which the seller agrees to deliver goods and the buyer agrees to pay the agreed price.⁸ In the case of mystery boxes, applying this theory is crucial to assess the conformity of the content and implementation of the transaction, as well as whether there are violations of contractual provisions.

This theory also affirms that every agreement must be based on principles of consent, fairness, and transparency.⁹ The frequent mismatch in the contents of mystery boxes raises doubts as to whether these aspects are met and may culminate in legal disputes.

Mystery Boxes and Consumer Protection

Several prior studies have discussed the mystery box phenomenon and its protection from legal and economic perspectives. For example, the research by

⁷ Hafizh Noval Triady, Retno Kus Setyowati, and Mutiarany, "Penyelesaian Sengketa Konsumen Dengan Perusahaan Daerah Air Minum Kota Bekasi Berdasarkan Undang-Undang Perlindungan Konsumen," *Krisna Law : Jurnal Mahasiswa Fakultas Hukum Universitas Krisnadwipayana* 5, no. 1 (February 17, 2023): 41–52, doi:10.37893/krisnalaw.v5i1.210.

⁸ 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, no. 1 (February 27, 2023): 89–93, doi:10.51601/ijersc.v4i1.585.

⁹ Revaldi Gabry Alza Gustian, Alis Yulia, and Ibnu Rusydi, "Perlindungan Hukum Konsumen Atas Garansi Produk Elektronik Berdasarkan Pasal 7 Huruf E Undang – Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Pada PT. Platinum Support Bcell Di Kota Bandung," *Pustaka Galuh Justisi* 2, no. 1 (2023): 423–450, <https://ojs.unigal.ac.id/index.php/pustakagaluh/article/view/3572>.

Salsabila¹⁰ indicates that mystery box practices in marketplaces often generate uncertainty and consumer disappointment because the contents do not meet expectations. In addition, aspects of consumer protection are often neglected by business actors who offer mystery boxes without providing clarity regarding the contents and the risks consumers may face.

Research by Hani (2023) also states that legal protection for consumers in mystery box transactions remains suboptimal because existing regulations have not specifically and comprehensively governed the sale of such products.¹¹ Therefore, a comprehensive study is needed to examine the availability of legal protection and the enforcement of consumers' rights.

Conceptual Framework and Legal Basis

The conceptual legal framework in this study is based on several primary regulations, namely:

1. Law Number 8 of 1999 on Consumer Protection.
2. Government Regulation Number 71 of 2019 on the Operation of Electronic Systems and Transactions.
3. Law Number 11 of 2008 on Electronic Information and Transactions.

These three regulations form the basis for assessing the legality of mystery box transactions, particularly with respect to clarity of contents, safety, and protection against potential risks.

Marketplaces and Digital Consumers

Furthermore, research by Dewangga and Hartantien (2022) notes that transactions in marketplaces, especially those based on online systems, present challenges in consumer protection mechanisms.¹² The importance of transparency, guarantees, and the identification of business actors on digital platforms becomes a key factor in ensuring that consumers' rights are effectively protected.¹³ This research underscores that consumer protection must be adapted to the characteristics of digital transactions, including online complaint mechanisms and dispute resolution.

¹⁰ Nalya Salsabilla, Nadia Aulia Kusnadi, and Muhibban, "Tinjauan Fikih Muamalah Terhadap Praktik Jual Beli Mysteri Box," *Jurnal Ekonomi Dan Bisnis Digital* 2, no. 3 (2025): 1457–1461, <https://jurnal.itc.web.id/index.php/jebd/article/view/2184>.

¹¹ Hani, "Perlindungan Hukum Bagi Konsumen Dalam Praktik Jual Beli Mystery Box Pada E-Commerce Shopee Di Toko Nanajjang" (Institut Agama Islam Negeri Madura, 2023), https://opacperpus.iainmadura.ac.id/index.php?id=27625&keywords=&p=show_detail.

¹² Raditya Aufar Dewangga and Sinarianda Kurnia Hartantien, "Legal Protection for Consumers as Victims of Swab/PCR Tests Based on Regulation No. 8/1999 Regarding Consumer Protection," *Journal of Law Theory and Law Enforcement*, August 11, 2022, 32–38, doi:10.56943/jlte.v1i3.94.

¹³ Ella Evrita, Eny Maryana, and Efridani Lubis, "Corporate or Seller Accountability in Blockchain and Cryptocurrency Corporate Investments," *Journal of Law Theory and Law Enforcement*, July 5, 2022, 1–21, doi:10.56943/jlte.v1i3.113.

RESEARCH METHODOLOGY

This research employs a normative juridical method, a legal research approach that focuses on the study of legal literature or secondary data derived from statutory regulations, legal doctrines, and relevant judicial decisions. The objective of this method is to examine applicable legal norms and analyze their application to the legal issues that constitute the focus of this study. The approaches used in this research include the statutory approach and the case approach. The statutory approach is conducted by reviewing various laws and regulations relevant to the topic, while the case approach is used to understand how the law is applied by studying court decisions that relate to the legal issues under discussion.¹⁴ The reasoning pattern applied in this study is deductive, which involves drawing conclusions from general legal principles to their application in specific or concrete situations.

The sources of legal materials in this research consist of primary, secondary, and tertiary legal materials. Primary legal materials include statutory regulations such as the Indonesian Civil Code, Law Number 19 of 2016 on Electronic Information and Transactions, Government Regulation Number 71 of 2019 on the Operation of Electronic Systems and Transactions, and Law Number 8 of 1999 on Consumer Protection. Secondary legal materials consist of scholarly literature, legal textbooks, academic journal articles, and opinions of legal experts that discuss topics similar to the subject of this study. Tertiary legal materials are supporting references that explain or reinforce the primary and secondary sources, such as legal dictionaries and legal encyclopedias.

The procedure for collecting legal materials was conducted through the literature study method, which involves gathering materials from various written sources directly related to the research topic. The literature review covers books, academic journals, articles, and statutory regulations relevant to obtaining valid and comprehensive legal data. After collecting the materials, the next step is data processing and analysis, carried out qualitatively by interpreting the content of legal materials using logical legal reasoning. The analysis connects the findings with the legal problems raised in this research. The aim of this analytical process is to produce accurate, systematic, and normatively grounded answers or solutions to the legal issues discussed.

¹⁴ Stefani Margareta and Dr. Miftakhul Huda, "Accountability of Surabaya Government in Providing Policies to Street Coffee Seller during Covid-19 Pandemic," *Journal of Law Theory and Law Enforcement* 1, no. 4 (October 27, 2022): 29–44, doi:10.56943/jlte.v1i4.189.

RESULT AND DISCUSSION

The Validity of Mystery Box Transactions in the Perspective of Civil Law

The practice of Mystery Box transactions that has become prevalent through marketplace platforms such as Tokopedia presents complex legal challenges, particularly concerning the validity of the agreement under Indonesian civil law. In general, agreements in civil law are governed by Article 1320 of the Indonesian Civil Code, which establishes four essential elements for an agreement to be considered valid.¹⁵ These elements are: (1) the consent of the parties, (2) the legal capacity to enter into a contract, (3) a specific object, and (4) a lawful cause. The first and second elements are categorized as subjective requirements, while the third and fourth elements are objective requirements. If subjective requirements are not met, the agreement may be annulled; however, if the objective requirements are not satisfied, the agreement is void by operation of law.

In the context of Mystery Box transactions, the primary issue that warrants in-depth examination is the fulfillment of the third element under Article 1320 of the Civil Code, namely “a specific object.” This becomes problematic because, in a Mystery Box transaction, the buyer does not know exactly what will be received in the purchased box.¹⁶ The object of the sale is thus uncertain and is deliberately concealed by the seller as part of a surprise-based marketing strategy. This uncertainty raises a legal question: can the buyer’s ignorance of the object being purchased be considered a violation of the principle of “a specific object”? If so, the agreement does not satisfy the objective requirement and may therefore be deemed void by law.

Article 1332 of the Civil Code stipulates that only goods capable of being traded may constitute the object of an agreement.¹⁷ Furthermore, Article 1333 of the Civil Code clarifies that the object must be determined at least by its kind, even if the quantity or measure is not yet known. In Mystery Box transactions, information about the kind of goods is often not specified. Buyers are only provided with general promises such as “electronic goods,” “random fashion products,” or simply “exciting prizes.” The absence of clear information about the type, quality, and value of the goods means that the transaction fails to meet

¹⁵ Retno Ayu Dyah, “Tinjauan Sosiologi Hukum Islam Terhadap Jual Beli Mystery Box Di Aplikasi Shopee (Studi Kasus Pada Toko Gadis_aksesoris Magelang)” (Universitas Islam Negeri Syekh Wasil Kediri, 2022), <https://etheses.iainkediri.ac.id/8289>.

¹⁶ Mukhlisatun Hasanah, “Analisis Hukum Islam Dan Hukum Positif Terhadap Jual Beli Pada Mystery Box (Studi Kasus Di Instagram Megatron Lampung)” (Universitas Islam Negeri Raden Intan Lampung, 2022), [https://repository.radenintan.ac.id/21112/1/Skripsi BAB 1 2 5 Dapus.pdf](https://repository.radenintan.ac.id/21112/1/Skripsi%20BAB%201%202%205%20Dapus.pdf).

¹⁷ Deky Paryadi, “Pengawasan E Commerce Dalam Undang-Undang Perdagangan Dan Undang-Undang Perlindungan Konsumen,” *Jurnal Hukum & Pembangunan* 48, no. 3 (December 5, 2018): 652, doi:10.21143/jhp.vol48.no3.1750.

the principle of transparency and the requirement of a specific object in contract law.¹⁸

In addition, many cases reveal that the value of goods contained in a Mystery Box is disproportionate to the price paid by consumers. In some instances, sellers intentionally include worthless or unusable items in the packages. Such practices can constitute elements of fraud, as consumers are misled by promotional expectations but do not receive goods that are reasonably equivalent. This also violates Article 1328 of the Civil Code, which states that consent is invalid when obtained through deceit or fraud. Therefore, the uncertainty of the object in Mystery Box transactions not only contradicts the validity requirement under Article 1320 of the Civil Code but may also involve unlawful acts (*onrechtmatige daad*) as stipulated in Article 1365 of the Civil Code.¹⁹ An unlawful act occurs when a person intentionally or negligently causes harm to another, thereby obligating the perpetrator to compensate for the damage.

In this case, sellers who fail to provide adequate information and engage in speculative sales practices through Mystery Boxes can be held legally responsible for consumer losses. Moreover, Mystery Box transactions often employ standard clauses that state the goods cannot be returned or exchanged. Such clauses violate Law Number 8 of 1999 on Consumer Protection, which prohibits any clause exempting business actors from legal liability.²⁰

Accordingly, the transaction is not only defective from a civil law standpoint but also conflicts with consumer protection law, which guarantees basic consumer rights, including the right to accurate information, the right to choose, and the right to safety. From a legal theory perspective, Mystery Box transactions contravene the principle of *consensus ad idem*, which requires both parties to have a common understanding of the object of the agreement. In these transactions, consumers do not possess full knowledge of what they are purchasing, and thus a genuine meeting of minds does not occur. Although the consumer gives consent, such consent is made under limited or misleading information, weakening the validity of the agreement.

In conclusion, based on an analysis of Article 1320 of the Civil Code and other contractual provisions, Mystery Box sales do not fulfill the element of “a specific object” and violate fundamental principles of contract law, particularly

¹⁸ Yustina Dhian Novita and Budi Santoso, “Urgensi Pembaharuan Regulasi Perlindungan Konsumen Di Era Bisnis Digital,” *Jurnal Pembangunan Hukum Indonesia* 3, no. 1 (January 30, 2021): 46–58, doi:10.14710/jphi.v3i1.46-58.

¹⁹ Putu Dina Marta Ratna Sari and I Made Dedy Priyanto, “Perlindungan Hukum Kepada Konsumen Terhadap Penggunaan Klausula Baku Yang Tercatut Pada Toko Online,” *Kertha Semaya : Journal Ilmu Hukum* 7, no. 1 (January 17, 2019): 1, doi:10.24843/KM.2018.v07.i01.p02.

²⁰ Roy putra Anggien, Dossy Iskandar, and Karim, “Penerapan Hukum Perlindungan Konsumen Terhadap Konsumen Yang Dirugikan Oleh Marketplace Pada Transaksi E-Commerce,” *Judiciary: Jurnal Hukum Dan Penelitian* 9, no. 1 (2020), <https://ejournal.fh.ubhara.ac.id/index.php/judiciary/article/view/75>.

the principles of legal certainty and equality between parties. The uncertainty surrounding the object of the transaction renders it legally defective and potentially void. Consequently, the sale of Mystery Boxes should be subject to stricter regulation and may even be categorized as an unlawful act if it can be proven that actual consumer harm occurred. Enforcement of civil law becomes essential as a form of consumer protection and as a means to promote transparent and fair transactions in the digital era.

Analysis of Consumer Protection in Mystery Box Transactions on the Tokopedia Marketplace

Consumer protection is one of the essential components of the modern legal system, especially in the digital era, which has facilitated the emergence of various online-based transaction models. In this context, Law Number 8 of 1999 on Consumer Protection (UUPK) serves as the legal foundation guaranteeing consumers' rights and regulating the obligations of business actors to maintain transparency and fairness in legal relations between the two.²¹ In practice, consumer protection in Mystery Box transactions on marketplaces such as Tokopedia remains questionable due to discrepancies between consumer expectations and the goods received, lack of clear information, and the frequent absence of return or compensation mechanisms.

Article 4(c) of the UUPK stipulates that consumers have the right to true, clear, and honest information regarding the condition and guarantee of goods or services.²² In Mystery Box transactions, sellers often fail to include detailed information about the product's contents, estimated value, or return policy. This constitutes a violation of the consumer's right to know the object being purchased, preventing them from making informed decisions. Such actions deviate from the principle of transparency in consumer protection.

Furthermore, Articles 10 and 17 of the UUPK prohibit business actors from engaging in misleading promotions or advertisements. In Mystery Box practices, it is common for promotions to display luxurious products such as smartphones, branded watches, or expensive gadgets to attract buyers, while the actual probability of receiving such products is extremely low or nearly impossible. These acts can be classified as deceptive practices that violate principles of honesty and good faith in transactions.

In addition, business actors frequently insert standard clauses that disadvantage consumers, such as statements that "goods cannot be returned" or "no complaints will be accepted." These clauses violate Article 18(1) of the

²¹ Abu Rizal et al., "Analisis Hukum Islam Dan Hukum Positif Terhadap Perlindungan Konsumen Atas Praktik Jual Beli Barang Preloved," *Investi : Jurnal Ekonomi Dan Perbankan* 2, no. 2 (December 20, 2021): 261–79, doi:10.32806/ivi.v2i2.97.

²² Murshal Senjaya, "Perlindungan Hukum Dan Penyelesaian Sengketa Dalam Transaksi Jual Beli Melalui Instagram," *Journal of Innovation Research and Knowledge* 1, no. 5 (2021): 723–734, <https://bajangjournal.com/index.php/JIRK/article/view/465>.

UUPK, which explicitly forbids business actors from including provisions that limit or eliminate their legal responsibility for consumer losses.²³ Such unilateral clauses weaken the consumer's position in disputes and contradict the principle of equality in legal transactions.

Consumers who suffer losses have the legal right to file complaints with the Consumer Dispute Settlement Board (BPSK) as stipulated in Article 45 of the UUPK.²⁴ They may also sue business actors through the courts if violations or fraud are proven. However, low legal literacy among the public and the difficulty of proving actual losses often hinder the enforcement process. Thus, consumer protection enforcement requires collaboration from various parties, including digital platforms such as Tokopedia, to establish effective complaint and dispute resolution mechanisms.

Moreover, violations of fundamental consumer rights include the right to comfort, security, and safety when using goods or services, as set out in Article 4(a) of the UUPK. In practice, items received through Mystery Boxes are often defective, damaged, unfit for use, or even dangerous. This clearly endangers consumers' safety and comfort and reflects the seller's negligence in fulfilling legal obligations.

Therefore, analysis of Mystery Box transactions reveals numerous practices inconsistent with fundamental principles of consumer protection. It is thus necessary for authorities to exercise stricter oversight and for the government to implement specific regulations addressing random-product sales systems to ensure that consumers' rights remain effectively protected.

Legal Liability of Business Actors and Marketplaces for Consumer Losses

In the civil law system, legal liability arises when one party causes harm to another, whether due to breach of contract (*wanprestasi*) or unlawful acts (*onrechtmatige daad*). In the context of Mystery Box transactions, sellers may be held legally liable for consumer losses if they are proven to have violated legal obligations or deviated from the principles of honesty and good faith.

According to Article 1365 of the Indonesian Civil Code, any person who commits an unlawful act that causes harm to another person is obliged to compensate for such damage.²⁵ In this case, selling goods without providing clear

²³ Yanci Libria Fista, Aris Machmud, and Suartini Suartini, "Perlindungan Hukum Konsumen Dalam Transaksi E-Commerce Ditinjau Dari Perspektif Undang-Undang Perlindungan Konsumen," *Binamulia Hukum* 12, no. 1 (August 29, 2023): 177–89, doi:10.37893/jbh.v12i1.599.

²⁴ Raka Wicaksono, Andriyanto Adhi Nugroho, and Rosalia Dika Agustanti, "Perlindungan Hukum Terhadap Konsumen Indihome Ditinjau Dari Undang-Undang Perlindungan Konsumen," *Jurnal Ilmiah Penegakan Hukum* 8, no. 2 (December 31, 2021): 149–59, doi:10.31289/jiph.v8i2.4793.

²⁵ Tasya Delvita Mutiara and Lilawati Ginting, "Ketidak Terpenuhinya Hak Konsumen Dalam Undang-Undang Perlindungan Konsumen," *Humantech : Jurnal Ilmiah Multidisiplin Indonesia* 2, no. 3 (2023), <http://journal.ikopin.ac.id/index.php/humantech/article/view/2924>.

and accurate information, and refusing to accept consumer complaints, constitutes a clear form of unlawful conduct.

Legal liability in such cases may take the form of fault-based liability (liability based on negligence), presumption of liability, or strict liability. In e-commerce transactions, particularly those involving speculative products such as Mystery Boxes, the concept of strict liability becomes increasingly relevant. This means that business actors may be held liable even without proof of fault, as long as there is clear evidence of actual harm suffered by consumers.

Beyond the sellers, Tokopedia as a marketplace platform also bears legal responsibility to ensure transaction safety and fairness within its system. Under Government Regulation Number 80 of 2019 on Trade Through Electronic Systems, digital business operators, including marketplaces, are required to guarantee the accuracy, clarity, and honesty of information displayed by their partner sellers.²⁶ Tokopedia is also legally obliged to provide complaint mechanisms, resolve disputes, and offer consumer education and protection measures.

However, in practice, the marketplace's liability is often perceived as limited, since it acts merely as a transaction facilitator. Nonetheless, under the principle of shared liability and the concept of passive supervision, marketplaces still have a legal duty to monitor the content presented by sellers on their platforms. If Tokopedia becomes aware of harmful practices toward consumers but takes no action, it may be held liable both civilly and administratively.

Furthermore, within the framework of consumer protection, marketplaces such as Tokopedia should establish screening systems to identify speculative or high-risk products like Mystery Boxes. Preventive measures may include deactivating the sale of non-transparent Mystery Boxes, blocking sellers proven to engage in fraudulent behavior, and clarifying terms and conditions before purchases are finalized. Such preventive efforts are vital for maintaining consumer trust and ensuring a sustainable and fair e-commerce ecosystem.

Therefore, legal liability for consumer losses in Mystery Box transactions rests not only on the business actors as sellers but also on the marketplace as the electronic system provider. Both must ensure that every transaction complies with the principles of transparency, fairness, and legal security, as regulated by prevailing laws and regulations. The enforcement of such liabilities is a crucial instrument in guaranteeing effective legal protection for consumers and strengthening the foundation of fair digital trade practices.

²⁶ Rahil Sasia Putri Harahap and Fiona Chrisanta, "Pembatasan Klausul Pada Perjanjian Baku Dalam Upaya Perlindungan Konsumen Melalui Undang-Undang Perlindungan Konsumen," *Jurnal Hukum Lex Generalis* 4, no. 4 (April 30, 2023): 323–38, doi:10.56370/jhlg.v4i4.371.

CONCLUSION

Based on the results of the discussion, it can be concluded that the practice of Mystery Box sales through the Tokopedia marketplace does not fully comply with the provisions of Indonesian civil law, particularly as stipulated in Article 1320 of the Civil Code. The element of “a specific object,” as an objective requirement for the validity of an agreement, is not fulfilled because the object of the Mystery Box transaction is not described clearly and specifically to consumers. The ambiguity of the object creates the potential for fraud and prevents consumers from making rational purchasing decisions. This condition indicates that the transaction is legally defective and can be categorized as void by law. Furthermore, the Mystery Box practice poses a risk of violating the principles of good faith (*itikad baik*) and mutual consent (*consensus ad idem*), which should form the foundation of every contractual relationship.

From the perspective of consumer protection, Mystery Box practices violate several provisions of Law Number 8 of 1999 on Consumer Protection, particularly those concerning the right to truthful information, the right to safety, and the prohibition on using standard clauses that disadvantage consumers. Business actors, as sellers, bear full legal responsibility for the harm caused to consumers, whether arising from breach of contract or unlawful acts. Tokopedia, as a marketplace provider, also cannot entirely escape legal responsibility. As a digital platform that facilitates transactions, Tokopedia has the obligation to ensure protection and oversight of the activities within its system, including providing a fair and accessible complaint mechanism for users.

Therefore, stricter regulation and supervision are necessary for surprise-based sales practices such as Mystery Boxes to prevent further consumer losses and to uphold the principles of fairness, transparency, and legal certainty in electronic commerce. Legal enforcement in this sector must be strengthened not only to protect consumer rights but also to promote ethical and accountable business conduct in Indonesia’s rapidly growing digital economy.

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