

# The Legal Consequences of Mystery Box Purchase and Sale Transactions Based on the Disclosure concept

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**Abstract:** This research explores the legal implications of the widespread online practice of buying and selling mystery boxes, acknowledged as commonplace by consumers and businesses. The aim is to analyze the legal consequences of mystery box buying and selling contracts on several popular marketplaces among the millennial generation. Despite the unclear nature of the transaction's object, buyers are prepared and understand the contents of the mystery box. The study employs a normative legal approach with analytical descriptive methods. The findings conclude that transactions involving mystery boxes are considered fasid contracts due to their failure to meet the prerequisites for a valid bai' as-salam contract. This deficiency includes the absence of clarity in the object's value, certainty, existence, transferability, mutual knowledge, and exemption from maysir and gharar. Furthermore, the consumer's proclamation as a mystery box buyer is deemed inconsistent with the interādīn concept outlined in Surah An-Nisa verse 29, which emphasizes the necessity of clear specifications for goods to avoid speculation. The study also highlights the potential for sellers to exploit the mystery box concept as an opportunity to conceal deficiencies in the items being sold.

**Keywords:** buy and sell; mystery box; disclosure concept.

**Abstrak:** Penelitian ini didasarkan pada realitas sosial menjamurnya praktik jual beli kotak misteri secara online dan dianggap biasa oleh para konsumen dan pelaku usaha. Penelitian ini mengkaji konsekuensi hukum jual beli kotak misteri online yang umum diakui oleh konsumen dan pelaku usaha. Tujuannya adalah menganalisis akibat hukum kontrak jual beli kotak misteri di beberapa marketplace populer di kalangan generasi milenial. Meskipun objek transaksi belum jelas, pembeli sudah siap dan memahami isi kotak misteri. Penelitian ini menggunakan pendekatan hukum normatif dengan metode deskriptif analitik. Hasilnya menyimpulkan bahwa transaksi jual beli kotak misteri dianggap sebagai akad fasid karena tidak memenuhi syarat keabsahan akad bai' as-salam. Pemakluman konsumen sebagai pembeli kotak misteri dianggap tidak sesuai dengan konsep antarādīn pada Surah An-Nisa ayat 29 yang menekankan kejelasan spesifikasi barang untuk menghindari spekulasi. Studi ini juga menyoroti bahwa konsep kotak misteri dapat dimanfaatkan penjual untuk menyembunyikan kekurangan barang.

**Kata Kunci:** Jual beli; Kotak misteri; Konsep pengungkapan

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## Introduction

Globalization is advancing rapidly, accompanied by the readiness of technology to support it. Changes in habits and technological tools inevitably facilitate various human activities. Economic activities, essential for every social being, have also undergone significant changes over time.<sup>1</sup> Modernization plays a significant role in these transformations. In contemporary times, continuous changes and advancements occur in various fields, including the realm of buying and selling.<sup>2</sup>

Traditional face-to-face transactions in a physical marketplace are gradually being overshadowed. The traditional role of markets as a magnet for sellers and buyers, a meeting place for transactions, is diminishing.<sup>3</sup> Markets are no longer confined to physical entities like traditional markets; they have evolved into virtual forms, known as marketplaces.<sup>4</sup>

This shift directs sellers to be more responsive in marketing their products, requiring increased efforts in the contemporary era. Innovative approaches are necessary to attract buyers to visit the online stores provided by sellers.<sup>5</sup> However, this phenomenon contrasts with the experience of buyers, who find convenience in contemporary times when acquiring

desired goods. With just an internet connection and marketplace applications (such as Shopee, Tokopedia, Bukalapak, and others), buyers can easily search for their needs. However, being a smart buyer is crucial in contemporary online transactions.<sup>6</sup>

Recently, there has been a surge in agreements involving mystery box transactions.<sup>7</sup> The buying and selling of mystery boxes, while common in practice, draw significant attention to the objects being traded.<sup>8</sup> In this activity, transactions involve objects with unspecified specifications, categorized only by type. For example, by paying a certain amount, buyers receive a box with a specific size, and its contents remain a mystery, falling under the category of electronic items. The lack of certainty regarding the contents of the box distinguishes this transaction as a mystery box transaction.<sup>9</sup>

This new trend in buying and selling, conducted online, introduces a unique aspect. However, there is not much contradictory argumentation. Based on available references, many scholars consider this type of transaction to be prohibited due to the lack of clear and detailed specifications for the traded goods.<sup>10</sup> Additionally, online transactions, similar to the Islamic concept of *bai as-salam*, where orders and payments are

<sup>1</sup> Marinko Skare and Domingo Riberio Soriano, "How Globalization Is Changing Digital Technology Adoption: An International Perspective," *Journal of Innovation and Knowledge* 6, no. 4 (2021), <https://doi.org/10.1016/j.jik.2021.04.001>.

<sup>2</sup> Dani Rodrik, "Populism and the Economics of Globalization," *Journal of International Business Policy* 1, no. 1-2 (2018), <https://doi.org/10.1057/s42214-018-0001-4>.

<sup>3</sup> Dwi Astuti Nurhayati Wahyu and Novi Tri Oktavia, "Relevance Of Al Mawardi's Reflection In The Development Of Islamic Economic Activities," *Nusantara Economy* 1, no. 1 (December 2022): 48-58.

<sup>4</sup> Sumarni Arny, Hadi Daeng Mapuna, and Muhammad Anis, "TINJAUAN HUKUM ISLAM TERHADAP JUAL BELI PADA MARKETPLACE ONLINE LAZADA," *Iqtishaduna: Jurnal Ilmiah Mahasiswa Hukum Ekonomi Syari'ah* 222 (July 2021): 222-40, <https://doi.org/10.24252/IQTISHADUNA.V313.21658>.

<sup>5</sup> I Gede Putu Krisna Juliharta and Ni Luh Putu Ning Septyarini Putri Astawa, "Pelatihan Koperasi Go-Digital," *Jurnal PkM MIFTEK* 2, no. 1 (2021), <https://doi.org/10.33364/miftek/v.2-1.952>.

<sup>6</sup> Sriayu Aritha Panggabean and Azriadi Tanjung, "Jual

Beli Online Dalam Perspektif Hukum Islam Dan Hukum Negara," *Jesya* 5, no. 2 (2022), <https://doi.org/10.36778/jesya.v5i2.758>.

<sup>7</sup> Nurfyana Narmia Sari, Muslimin Kara, and Rahmawati Muin, "MYSTERY BOX AND ITS IMPACT ON SOCIETY (ISLAMIC LAW REVIEW)," *International Journal of Islamic Studies* 1, no. 2 (2021), <https://doi.org/10.24252/ijis.v1i2.32436>.

<sup>8</sup> Nur Rizqi Febriandika, Nabila Putri Tsany, and Tipmanee Sriplod, "MARKETING STRATEGY OF GHARAR BUSINESS SCHEMES: Mystery Box on E-Commerce Shopee Platform," *Islamuna: Jurnal Studi Islam* 9, no. 1 (2022), <https://doi.org/10.19105/islamuna.v9i1.6028>.

<sup>9</sup> Mahfud Nugroho et al., "JUAL BELI MYSTERY BOX PADA E-COMMERSE DALAM PERSPEKTIF HUKUM EKONOMI ISLAM," *Journal Economic Insights* 1, no. 2 (2022).

<sup>10</sup> Muhamad Hiqal Fahrurrozi, Sandy Rizki Febriadi, and Shindu Irwansyah, "Prosiding Hukum Ekonomi Syariah Tinjauan Fikih Muamalah Akad Bai' Terhadap Praktik Jual Beli Mystery Box Di Situs Tokopedia," *Prosiding Hukum Ekonomi Syariah* 7, no. 1 (2021).

made in advance, raise concerns. Bai as-salam requires specific and detailed specifications for the goods.<sup>11</sup>

However, some buyers view mystery box transactions differently, seeing it as an opportunity to satisfy their curiosity about the contents of the box. Driven by curiosity, they are willing to buy the product without considering the potential gains or losses. Curiosity is the main factor in these transactions, especially among content creators. Through personal YouTube channels, they often share their reactions to opening the mystery boxes they purchased. Nevertheless, they advise against having high expectations for mystery box purchases to avoid disappointment.<sup>12</sup>

The curiosity motivating buyers to engage in these transactions has led to their widespread popularity. Buyers approach these transactions with a sense of readiness to accept whatever is inside the mystery box.<sup>13</sup>

Table 1. Issues and Considerations in Mystery Box Transactions

No	Issues and Problems	Implications and Considerations
1.	Lack of Specifications in Mystery Box Contents	Raises concerns about transparency and consumer awareness.
2.	Conflict with Islamic Principles and Bai as-Salam	Highlights potential ethical and religious considerations.
3.	Consumer Motivation: Curiosity vs. Expectations	Raises questions about buyer awareness and satisfaction.
4.	Influence of Content Creators and Online Promotion	Indicates the role of influencers in shaping consumer views.

<sup>11</sup> Fatri Sagita, "ANALISIS HUKUM ISLAM TERHADAP PRAKTIK JUAL BELI ONLINE OLEH MAHASISWA STAIN MAJENE," *QISTHOSIA: Jurnal Syariah Dan Hukum* 2, no. 2 (December 2021): 141–55, <https://doi.org/10.46870/JHKI.V2i2.130>.

<sup>12</sup> Muhamad Hiqal Fahrurrozi, Sandy Rizki Febriadi, and Shindu Irwansyah, "Fikih Muamalah Akad Bai' Terhadap Praktik Jual Beli Mystery Box Di Situs Tokopedia," *Prosiding Hukum Ekonomi Syariah* 7, no. 1 (2021).

<sup>13</sup> Dan Ding and Prasanta Bhattacharya, "Paying for Surprise?: A Systematic Review of Factors and

No	Issues and Problems	Implications and Considerations
5.	Online Transactions and Potential Legal Implications	Poses legal questions regarding the nature of these deals.

Based on table 1, the researcher is interested in delving deeper into the legal consequences of mystery box transactions, particularly focusing on the concept of buyer acceptance.

### Literature Review

The activity of buying and selling mystery boxes has garnered significant attention from researchers in the field of economic law, particularly in the context of Sharia economic law. In their research, Swanty Maharani and Akhmad Yusup concluded that the sale of custom-ordered mystery boxes, according to the Shafi'i school of thought, on various online platforms, including Shopee, satisfies the essential elements of custom-ordered sales.<sup>14</sup> However, it fails to fulfill certain requirements, such as the lack of clarity regarding size, type, quantity, and weight of the goods.

This finding is further emphasized by Mahfud Nugroho and Fitria Yuni Astuti, who argue that from a broader perspective of Sharia economic law, Mystery Box products sold on marketplaces do not meet the criteria for the object of trade. This is because they fall under the category of uncertainty (*gharar*) regarding the object or product being sold and involve an element of gambling (*maysir*), making such transactions religiously prohibited or haram.<sup>15</sup> While numerous studies exist regarding the validity

Mechanisms Driving Mystery Box Transactions in E-Commerce," *SSRN Electronic Journal*, 2023, <https://doi.org/10.2139/ssrn.4350640>.

<sup>14</sup> Swanty Maharani and Akhmad Yusup, "Analisis Pendapat Madzhab Imam Syafi'i Tentang Jual Beli Pesanan Dan Implementasinya Pada E-Commerce Shopee," *Jurnal Riset Ekonomi Syariah*, 2022, <https://doi.org/10.29313/jres.v2i1.793>.

<sup>15</sup> Nugroho et al., "JUAL BELI MYSTERY BOX PADA E-COMMERSE DALAM PERSPEKTIF HUKUM EKONOMI ISLAM."

of mystery box transactions, research specifically addressing consumer acceptance of any content within the mystery box is currently lacking. The principles of freedom of contract and the concept of 'antarāḍin will be focal points in this study.

## Method

This research falls under the category of normative legal research, employing a conceptual approach that relies on secondary data sources. The conceptual approach emphasizes theoretical understanding rather than empirical observation. In this study, secondary data, readily available without direct field research, form the basis of the research. The secondary data are derived from various mystery box transactions conducted online by content creators who share their work on YouTube channels. These transactions are then utilized as primary legal materials.

The secondary legal materials in this research include several journals, books, and previous studies discussing mystery box transactions, as well as fiqh mu'amalah literature addressing various types of transactions along with their principles and requirements. Additionally, tertiary legal materials, such as Arabic and English dictionaries and legal dictionaries, are utilized. All collected legal materials are subjected to descriptive analytical analysis, and deductions are drawn in a conclusive manner.

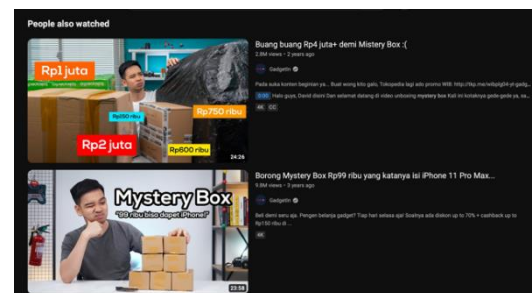
## Results and Discussion

### Mystery Box Transactions and Legal Perspectives

Mystery box transactions have become a prevalent phenomenon in online marketplaces, sparking inquiries into their legal and ethical dimensions. The allure of purchasing a package with unknown contents has led to a surge in popularity, especially within diverse product categories.

Buyers engage in these transactions primarily to satiate their curiosity regarding the undisclosed items within the mystery boxes. Notably, a defining characteristic of such transactions is the inherent uncertainty surrounding the specific contents that the buyers will receive.<sup>16</sup>

The concept of mystery boxes involves packages containing undisclosed items, a trend that has proliferated across various online platforms. Buyers, intrigued by the unknown, opt to purchase these mystery boxes with the hope of unveiling unique or valuable items. However, the ambiguity lies in the fact that while buyers can select a general category for the mystery box (such as electronics, clothing, toys, etc.), the specific contents remain undisclosed until after the purchase. This model of commerce has been coined as "jual-beli kotak misteri" or mystery box transactions.<sup>17</sup>



source:[https://www.youtube.com/results?search\\_query=mystery+box](https://www.youtube.com/results?search_query=mystery+box)

Figure 1: Phenomenon of Mystery Box Transactions

Mystery box transactions are exclusively conducted within the realms of online marketplaces, dominated by well-established platforms like Shopee, Tokopedia, Bukalapak, Lazada, and others. Notably, certain sellers have achieved remarkable success, boasting sales figures exceeding 10,000 transactions. This phenomenon underscores the necessity for buyers to possess a certain level of technological proficiency, particularly within the realm of mobile devices.<sup>18</sup>

<sup>16</sup> Khairudin, "The Practice of Buying and Selling Black Market Goods on The Perspective of Islamic Economic Law," *NUSANTARA: Journal Of Law Studies* 1, no. 1 SE-Articles (February 18, 2023): 77–85, <https://juna.nusantarajournal.com/index.php/juna/article/view/40>.

<sup>17</sup> Moh Roni Irfana and 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, no. 2 (2021).

<sup>18</sup> Kurnia Sandy Adi, *TINJAUAN HUKUM ISLAM TENTANG*

Engaging in mystery box transactions involves a series of steps within online marketplaces. Buyers navigate through these platforms, searching for their desired mystery box categories. They then review product descriptions provided by sellers, outlining the terms and potential contents of the mystery box. Upon identifying a preferred product, buyers proceed to place an order, requiring them to input personal information such as their name, address, contact details, and email. The final step involves the payment process, which can be executed through various methods like ATM, bank transfer, or at convenience stores like Indomaret and Alfamart.<sup>19</sup>

From an Islamic legal standpoint, mystery box transactions conducted online fall under the category of "ba'i as-salam." This involves a unique system where orders are placed, payments are made in advance, and goods are delivered at specified times. The distinct feature of this process lies in its online nature, where transactions occur without both parties physically convening. The separation of the buyer and seller necessitates a heightened emphasis on clarity regarding the traded object to align with Islamic legal principles.<sup>20</sup>

Despite the widespread popularity of mystery box transactions, they face legal challenges, particularly from an Islamic perspective. Such transactions are labeled as "fasid" or defective due to the lack of clarity regarding the detailed description of the box contents. Legal experts argue that for a transaction to be considered valid, the goods being exchanged must be specific, identifiable, and describable. In the framework of Islamic law, transactions are classified as valid, void, or defective (fasid), and mystery box transactions fall into the latter category.<sup>21</sup>

An alternative legal viewpoint, rooted in civil law, questions the validity of mystery

box transactions under the Burgerlijk Wetboek. Examination of platform regulations reveals inconsistencies that potentially render these transactions legally invalid. Notably, adherence to these regulations is crucial for maintaining the legal integrity of online transactions.

In conclusion, mystery box transactions, while a popular trend, are not without legal challenges. The intricate balance between buyer expectations and legal standards, especially within the context of Islamic law, requires careful consideration. As modernization continues, it is imperative for both sellers and buyers to navigate these transactions with a discerning eye, ensuring that they align with legal and ethical norms in the ever-evolving marketplace.

Beyond the legal discourse, the surge in mystery box transactions is also attributed to certain motivations on the part of sellers. For instance, the return of goods by buyers prompts sellers to devise creative solutions, such as selling these goods within mystery boxes. Sellers often market these mystery boxes at an affordable price point, assuming that the aggregate value of the contents exceeds the box's price. The unpredictable nature of the contents adds an element of chance, contributing to the appeal of mystery box transactions among buyers.

### **Buyer's Acknowledgment of the Contents of Mystery Boxes**

The prevalent trend of mystery box transactions on various marketplace platforms, as previously elucidated, underscores the community's enthusiasm for engaging in online buying and selling activities. The shift from conventional face-to-face transactions to online shopping has witnessed a surge in the popularity of mystery box offerings by online stores. The increasing number of sellers participating in these transactions contributes to the

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JUAL BELI MYSTERY BOX (Studi Kasus Di Toko Online Lazada), Uin Raden Intan Lampung, 2021.

<sup>19</sup> Nugroho et al., "JUAL BELI MYSTERY BOX PADA E-COMMERSE DALAM PERSPEKTIF HUKUM EKONOMI ISLAM."

<sup>20</sup> Fahrurrozi, Febriadi, and Irwansyah, "Fikih Muamalah

Akad Bai' Terhadap Praktik Jual Beli Mystery Box Di Situs Tokopedia."

<sup>21</sup> Irfana and Witasari, "The Mystery Box Transaction Practice in The Perspective of Islamic Law and Civil Law."

sustained allure of mystery box commerce.

The persistent curiosity and intrigue among buyers fuel the continued momentum of this phenomenon, despite existing research and opinions questioning the legitimacy of mystery box transactions due to the inherent uncertainty in the traded objects. Buyers' readiness and openness to whatever might be inside the mystery box significantly contribute to the prevalence of these transactions.

One of the principles guiding both sellers and buyers in mystery box transactions is the principle of freedom of contract. This principle asserts that individuals have the freedom to enter into contracts or agreements that do not contradict the law, morality, or public order.<sup>22</sup> In Islamic law, this aligns with the principle of freedom of contract (*Mabda' Hurriyyah at-Ta'qud*), emphasizing that individuals can enter into various types of agreements based on their interests, as long as it does not involve illicit gains.

This principle empowers buyers to choose and engage in mystery box transactions with sellers, where the mystery box becomes the agreed-upon object in their buying and selling agreement. The freedom to select a seller and determine the object of the buying and selling agreement is a manifestation of this principle. However, it is crucial to consider the legal requirements outlined in the civil law code, particularly Article 1320, which specifies the need for a specific subject matter to ensure clarity and honesty in the contractual object.<sup>23</sup>

Additionally, the principle of *Ibahah* (*Mabda' al-Ibahah*), a general principle in Islamic law in the field of transactions, allows for flexibility and innovation unless there is evidence specifically prohibiting it. This

openness to change and innovation explains the ongoing efforts by sellers to capture the attention of potential buyers, as observed in the mystery box phenomenon.<sup>24</sup>

Islamic law dictates that every trade transaction should be based on the willingness of both parties involved, emphasizing the principle of consent. This principle is reinforced by the Quranic injunction in Surah An-Nisa verse 29. The term '*antarāḍin*,' interpreted by Wahbah Az-Zuhaili as consent, underscores the importance of mutual agreement without deception, hiding defects, elements of gambling, or usury.<sup>25</sup>

Applying the concept of '*antarāḍin*' to mystery box transactions conducted online requires a nuanced understanding. The consensual nature of agreements between sellers and buyers in the mystery box context may contribute to its permissibility. Instances of buyers expressing contentment and acceptance of mystery box contents are often showcased on social media platforms, emphasizing the lack of disappointment or feelings of loss among buyers.

However, it is essential to distinguish this acceptance from the concept of '*antarāḍin*' as outlined in Surah An-Nisa verse 29. The consent mentioned in the verse pertains to agreements involving specific and well-defined items, minimizing speculation and preventing sellers from exploiting the mystery box concept to conceal defects or uncertainties.

Beyond the acknowledgment of mystery box contents, buyers may also experience a deterrent effect due to the lack of clarity in the products, leading to deep disappointment. This experience acts as a deterrent, preventing buyers from repeating the transaction (repeat order). Sellers,

<sup>22</sup> Budiharto and Edy Sismarwoto, "Freedom of Contracts and Dispute Settlement between Conventional Banking and Sharia Banking," *International Journal of Economics and Business Administration* 8, no. 1 (2020), <https://doi.org/10.35808/ijeba/438>.

<sup>23</sup> Rachmi Sulistyarini et al., "The Benchmark of Freedom of Contract under Indonesia Treaty Law (Customary Law Perspective)," *Journal of Law, Policy ...* 8, no. 2 (2018).

<sup>24</sup> Mohammad Hashim Kamali, "The Principle of Original Permissibility (Ibahah)," in *Shariah and the Halal Industry*, 2021, <https://doi.org/10.1093/oso/9780197538616.003.0003>.

<sup>25</sup> Abdur Rohman, "MENYOAL FILOSOFI 'AN TARADIN PADA AKAD JUAL BELI (Kajian Hukum Ekonomi Syariah Dalam Transaksi Jual Beli)," *Et-Tijarie: Jurnal Hukum Dan Bisnis Syariah* 3, no. 2 (2018), <https://doi.org/10.21107/ete.v3i2.3911>.

anticipating the risk of returns, may employ strategies such as bundling less popular items with more desirable ones to streamline their inventory and maintain profitability.

In conclusion, mystery box transactions are influenced by various factors, including buyer acknowledgment, the principle of freedom of contract, and the Islamic principles of *Ibahah* and consent. The evolving landscape of online commerce, coupled with buyer behaviors and seller strategies, necessitates a comprehensive understanding of the ethical and legal dimensions of these transactions. As consumers and influencers play pivotal roles in shaping market dynamics, their engagement becomes crucial in filtering and guiding contemporary business practices within the framework of Islamic principles.

**Table 2. Comparative Analysis of Mystery Box Transactions**

Criteria	Islamic Jurisprudence	Civil Law (KUH Perdata)	Online Consumer Behavior
Legal Status	Fasid (Invalid)	Potentially Invalid	Varied Responses
Criteria for Validity	Clarity of Object (Muslam Fih), Avoidance of Gharar	Compliance with Pasal 1320 KUH Perdata, "Halal" Cause and Specific Object	Influenced by Curiosity, Lack of Clarity in Product Description
Consumer Awareness	Awareness of Gharar, Education on Risks	Legal Literacy on Pasal 1320 KUH Perdata	Influenced by Online Reviews, Limited Legal Knowledge
Regulatory Measures	Establish Guidelines Addressing Gharar, Ensure Transparency	Strengthen Application of Pasal 1320 KUH Perdata	Regulatory Campaigns on Online Shopping Risks
Responsible Promotion	Encourage Ethical Business Practices, Discourage Ambiguous Transactions	Promote Compliance with Pasal 1320 KUH Perdata	Advocate for Informed Purchases, Discourage Blind Transactions

Table 2 illustrates the comparative analysis of mystery box transactions across different frameworks. Under Islamic jurisprudence, mystery boxes are generally considered **fasid** (invalid) due to their inherent uncertainty (*gharar*), which conflicts with the clarity required for valid transactions. In contrast, civil law under **KUH Perdata** might also find these transactions potentially invalid if they do not meet the requirements of **Pasal 1320**, which mandates clarity of the object and the cause. **Online consumer behavior** shows varied responses, largely influenced by curiosity and the lack of clarity in product descriptions. **Consumer awareness** varies, with Islamic jurisprudence emphasizing education on risks associated with *gharar*, while civil law focuses on legal literacy related to **Pasal 1320 KUH Perdata**. Online shoppers are often guided by reviews and may lack sufficient legal knowledge. **Regulatory measures** differ, with Islamic jurisprudence advocating for guidelines to address *gharar* and ensure transparency, whereas civil law focuses on strengthening the application of **Pasal 1320 KUH Perdata**. Online shopping regulations aim to inform consumers about risks. **Responsible promotion** involves encouraging ethical practices and discouraging ambiguous transactions in Islamic jurisprudence, promoting compliance with **Pasal 1320 KUH Perdata** in civil law, and advocating for informed purchases in the online shopping sphere.

The analysis reveals that mystery box transactions conducted through online platforms face legal scrutiny from both Islamic jurisprudence and civil law. In Islamic perspective, such transactions are deemed **fasid** (invalid) due to the lack of clarity in the object (*muslam fih*) and the presence of *gharar*. Civil law, particularly **Pasal 1320 KUH Perdata**, requires compliance with specified conditions, such as a "halal" cause and a specific object, which mystery box transactions may not consistently fulfill. Online consumers exhibit varied responses, often influenced by curiosity and the ambiguous product descriptions inherent in mystery boxes. Addressing these challenges

requires regulatory measures that emphasize transparency, consumer education on legal aspects, and responsible promotion to discourage ambiguous transactions and encourage informed purchases.

### Conclusion

The activity of buying and selling mystery boxes conducted through online methods is deemed inappropriate (*maysir*) and, according to Islamic law, is considered a void transaction (*fasid*) due to the lack of clear specifications (*gharar*). In terms of civil law, mystery box transactions fail to meet several conditions stipulated in Article 1320 of the Civil Code, especially regarding "legal cause" and "a specific matter." The rationale of acknowledging and accepting the contents of mystery boxes, as often demonstrated by buyers in various YouTube reviews, does not alter the status of mystery box transactions to permissible. The term '*antarāḍin*' in Surah An-Nisa verse 29 refers to an agreement concerning items with clear specifications. Therefore, the freedom to contract to achieve consensus must be accompanied by good intentions from the contracting parties.

### Recommendation:

Given the legal and ethical concerns surrounding mystery box transactions, it is advisable for regulatory bodies, both within Islamic jurisprudence and civil law, to establish clear guidelines and regulations. These regulations should address the ambiguities (*gharar*) associated with mystery box contents, ensuring transparency in transactions. Moreover, consumer awareness campaigns can be conducted to educate buyers about potential risks and uncertainties related to mystery box purchases. Additionally, influencers and online platforms should exercise responsibility by promoting ethical business practices and discouraging transactions that may be considered problematic. This collaborative effort aims to align modern business practices with legal and ethical principles, fostering a healthier and more trustworthy e-commerce environment.

### Credit Authorship Contribution

Muhammad Amin: study design, investigation, manuscript drafting, supervision. Muh. Imaduddin Akbar: study design, data analysis, manuscript review, editing. Bhismodi Tri Wahyu Faizal: study design, investigation, data analysis. Rizka Amaliyah Maghfiroh: manuscript drafting, editing, supervision.

### Declaration of Competing Interest

The authors declare no competing interests related to this study. There are no financial or personal conflicts of interest.

### Data Availability

Data are not available for sharing.

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