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Consumer Protection Against Buying and Selling Transactions of Mobile Legends Diamonds on Instagram Platform

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Abstract: The high number of players in a game can be leveraged by certain individuals to make a profit. In games, there are digital items that can be bought and sold. For example, in the game Mobile Legends, there is something called diamonds. Besides being able to be purchased through Mobile Legends, diamonds are also widely sold in stores opened on Instagram. As its function, Instagram is a social media platform. Unlike Tokopedia or Shopee, which are E-Commerce platforms, Instagram does not have any responsibility for buying and selling activities that occur on its platform. This makes purchases through stores on Instagram more vulnerable to crimes such as fraud. Therefore, the existence of the Consumer Protection Law and ITE Law serves as protection for consumers who wish to engage in buying and selling transactions on social media platforms. This research used a normative juridical research method, wherein law served as the primary guide to examine theories and cases related to this study. The author used two approaches in conducting this research: the statutory approach and the case approach. The results of this study aimed to reveal that legal protection for consumers is regulated by consumer protection laws, thereby necessitating businesses to provide it to consumers.

Keyword: Online Purchasing, Instagram, Mobile Legends Diamonds

INTRODUCTION

In this digital era, the development of games has progressed rapidly. From being able to be played alone (offline games), it is now possible to have two or even more players simultaneously without having to be in close proximity (online games). One type of online game that is quite popular, especially in Indonesia, is the MOBA (Multiplayer Online Battle Arena) online game. One type of online game that is quite popular, especially in Indonesia, is the MOBA (Multiplayer Online Battle Arena) online game. MOBA games are multiplayer online games that consist of 10 players divided into 5 versus 5. In Indonesia, this type of game has a high number of enthusiasts. One of the MOBA games that is highly popular in Indonesia is Mobile Legends. Mobile Legends has a wide range of enthusiasts, not only among children and teenagers but also among adults.

Table 1. Active Players of Mobile Legends (2023-2024)

Month and Year	Active Players Per Month	Active Players Per Day
Last 30 days	76,290,350	20,598,395
February 2024	81,332,857	21,959,871
January 2024	83,005,533	22,411,494
December 2023	81,593,957	22,030,368
November 2023	74,690,942	20,166,554
October 2023	78,622,044	21,227,952
September 2023	84,268,000	22,752,360
August 2023	82,212,683	22,197,424
July 2023	81,398,696	21,977,648
June 2023	80,195,760	21,652,855
May 2023	77,192,954	20,842,098
April 2023	78,134,474	21,096,308
March 2023	79,072,088	21,349,464
February 2023	80,020,953	21,605,657
January 2023	81,157,780	21,912,601

Source: activeplayer.io 2024

This game is widely popular due to its accessibility, as it can be easily played using just a mobile phone. Moreover, its multiplayer functionality is greatly valued by a large number of players. This feature enables players to form their own groups and select who can participate. In Mobile Legends, there's also a skin system where players looking to acquire these skins need to have diamonds. Diamonds serve as the digital currency in Mobile Legends. Apart from acquiring skins, diamonds can also be used for purchasing characters, recall effects, name card changes, emoticons, and various other items. There are three different methods for acquiring diamonds:

1. Purchasing within Mobile Legends

In-game purchases on Mobile Legends are notably convenient due to the availability of an integrated feature within Mobile Legends. Customers seeking to make a purchase can easily access this feature with a simple tap. Transactions conducted through this method offer enhanced security as buyers interact directly with the game's platform (Jofa, 2023:44).

2. Purchasing through Websites

Buyers often choose to purchase through websites to secure lower prices compared to buying directly on Mobile Legends. Websites offering Mobile Legends diamond sales include Codashop, Tokopedia, and UniPin.

3. Purchase through Diamond Stores on Instagram

Buying through Instagram involves searching for stores selling Mobile Legends diamonds, where sellers typically provide their WhatsApp number for buyers to proceed with the transaction. Among the three purchasing methods, buying via Instagram is considered the most affordable and offers a wider variety compared to the other two diamond purchasing methods mentioned above (Pemerintah RI, 1999).

In sales transactions, there are always parties attempting to gain extra profit through unlawful methods. Particularly in the buying and selling of Mobile Legends diamonds, fraud frequently occurs. This may involve discrepancies between the quantity of diamonds delivered to the buyer and the amount purchased, or in some cases, failure by the seller to deliver the diamonds purchased by the buyer. Moreover, some sellers engage in the sale of illegal diamonds (Samuel & Soemartono, 2022:360). These illegal diamonds are typically sold at relatively low prices, attracting many buyers. However, due to their illegality, if these diamonds are deposited into the buyer's account and detected by Moonton (Mobile Legends game developer), the diamonds in the account are immediately deducted. Therefore, it is important to be aware of the laws governing consumer protection. Consumer protection encompasses all efforts that provide legal certainty to safeguard consumers (Pemerintah RI, 1999). The law that guarantees consumer protection is regulated in Law No. 8 of 1999 concerning Consumer Protection.

METHOD

This study used a normative juridical research method. Normative juridical research positioned law as a system of norms, principles, norms, rules from court decisions, legislation, doctrine, and agreements (Fajar & Achmad, 2017:33).

The approach used by the author is the legislative approach. The legislative approach was conducted by examining all laws and regulations related to the legal issue being studied (Marzuki, 2011:93). Additionally, a case approach was utilized. This approach involved analyzing issues in previous cases of Mobile Legends diamond transactions. The data source used in this research is primary data. Primary legal materials are in the form of binding legal regulations, including the 1945 Constitution of the Republic of Indonesia, Law No. 8 of 1999 concerning Consumer Protection, Law No. 11 of 2008 concerning ITE Law, and Civil Code.

RESULTS AND DISCUSSION

Diamond buying and selling transactions at stores opened on the Instagram platform

Social media in today's era serves various functions. It's not only used for communication but also for personal branding. Social media as a personal branding tool is the utilization of social media platforms by individuals to build an image in the eyes of many people (Nandy, 2024). Furthermore, social media serves as a marketing platform, facilitating entrepreneurs in introducing and reaching a larger consumer base. Lastly, social media also functions as a business platform. Its presence makes it easier for many individuals to start a business due to the diverse user base on these platforms, which allows sellers to reach buyers from various regions. Additionally, social media possesses six specific characteristics, namely (Ferlitasari, 2018:17):

1. Network, Infrastructure that connects hardware to exchange information.
2. Information, Information is the primary form of social media because communication requires information. Examples include user-generated content, targeted profiles, etc.
3. Archive, social media serves as a data storage medium containing information and its users.
4. Interactivity, social media must have interactivity or interaction among its users.
5. Social Simulation, social media can simulate real social situations without experiencing them directly. For example, talking to a friend without face-to-face interaction.

6. User-generated Content, Social media content can be created by users. Social media can be utilized for various purposes, including social interaction, information dissemination, and business transactions.

Instagram is a social media platform used by many people to start their businesses because its features make it very easy for sellers to market their goods. In addition to selling items such as clothing, food, and makeup, some also sell virtual items in online games, such as selling Mobile Legends Diamonds. Due to the high number of players in the game Mobile Legends, it has led to a significant interest in purchasing diamonds, which are one of the virtual items in the game. To make purchases of Mobile Legends diamonds sold on Instagram, there are steps to follow for conducting these buying and selling transactions:

1. For the first step, there are two options. Firstly, prospective buyers can directly send a direct message to the diamond store account, or secondly, they can contact the WhatsApp number usually provided in the description of the Instagram diamond store account.
2. After contacting the seller, the seller will immediately provide the diamond purchase format to the prospective buyer.

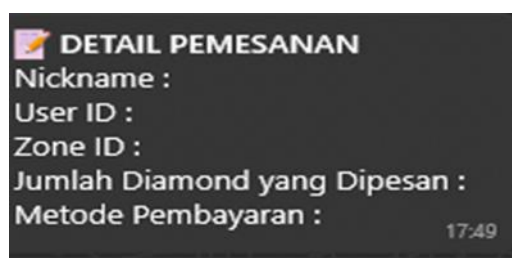


Figure 1 : Example of Diamond Purchase Format

Source: Diamond store @topup.ml_murah

3. After filling out the purchase format provided by the seller, the prospective buyer makes a transfer equivalent to the price of the diamonds they want to purchase. Transfers can be made through banks, digital wallets, QR codes, Alfamart, Indomaret, etc.
4. After the format is filled out and sent, the seller will send the diamonds in accordance with the order made by the buyer. The delivery process usually takes 1 - 5 minutes, depending on the policy of each diamond store.

According to Article 1457 of the Civil Code, a sale and purchase agreement is an agreement by which one party binds themselves to deliver an item, and the other party binds themselves to pay the agreed price. This is further elaborated in Article 1458 of the Civil Code: Sale and purchase are considered to have occurred between both parties, immediately after they reach an agreement regarding the object and its price, even if the price has not yet been paid." If the purchase of Mobile Legends diamonds is associated with the validity conditions of an agreement based on Article 1320, namely:

- 1) Their agreement to bind themselves

Between the diamond seller and the buyer, if they agree on the price and quantity of diamonds obtained, it means that the first valid condition has been fulfilled

- 2) Capacity to enter into an agreement

The capability referred to here, according to Article 330, is that a person is considered an adult at the age of 21 or upon marriage. However, in principle, online sale and purchase contracts by minors are made based on Article 1320 of the Civil Code. Therefore, the intention of the seller and buyer is expressed in the rules, and by submitting a statement in the seller's thread/stating an offer, the conditions for completing the contract are fulfilled, and the contract is concluded because the general terms and conditions of online sales and purchases do not have regulations regarding age limits for conducting transactions, so the

eligibility requirements are not met (Dahlan, 2023:11). Therefore, in this case, anyone can enter into an online sale and purchase agreement without being limited by age restrictions.

3) A specific subject matter

This is the fulfillment of the agreement. The fulfillment of an agreement must be determined. In this research, it means that the fulfillment is the Mobile Legends diamonds

4) A lawful cause

According to Article 1337, a cause is considered unlawful if prohibited by law if the cause violates morality or public order. In the agreement to purchase diamonds, if there is no unlawful element as described in Article 1337, then the agreement is considered valid

Legal Protection for Mobile Legends: Bang Bang Diamonds Consumers on the Instagram Platform

With the advancement of technology, buying and selling activities have also changed. Nowadays, the practice of buying and selling can be done not only by visiting stores directly but also through online platforms. Currently, almost all merchants open online stores either through marketplaces such as Tokopedia, Lazada, and Shopee, or through social media platforms like Twitter, Facebook, and Instagram. However, criminal activities in buying and selling have also increased. Online stores on social media platforms have a higher risk of experiencing criminal activities such as fraud. For example, buying and selling diamonds on Instagram platforms often involve fraud perpetrated by unscrupulous sellers, such as not delivering the diamonds even after payment has been made. An example case is as follows.

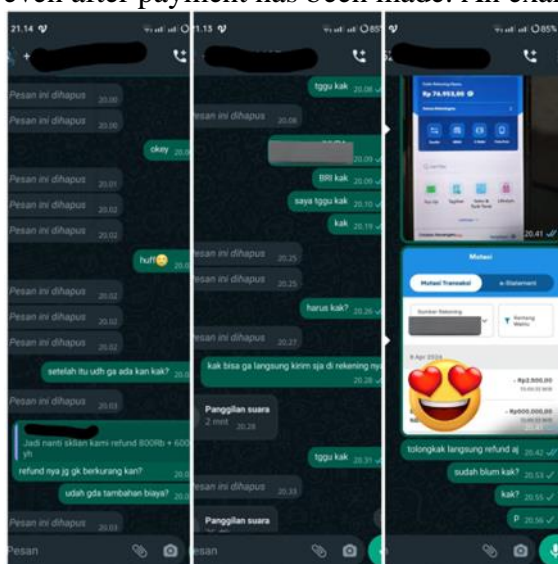


Figure 2: Fraud in Diamond Buying and Selling Transaction 1

Above is a case of fraud that occurred against a child, starting from the nephew of R who wanted to buy Mobile Legends diamonds. His nephew made a purchase from the diamond store on Instagram with the initials L G Store. He immediately made a transaction of IDR 2,000,000 with the seller without much thought because the followers of the seller's diamond store had considerable number and also had many testimonials. Due to the excessively long process of receiving the diamonds, R's nephew eventually requested a refund. The seller agreed to refund the money to R's nephew but requested a screenshot of the balance and transactions from the BSI account (the bank used by R's nephew when making the purchase). However, after it was sent, the seller claimed they could not process the refund due to an error and asked to use BRI Bank instead. R's nephew immediately asked for help from R (R has a BRI bank account). After waiting a long time for a response from the seller, instead of replying to R's nephew's

messages, the seller deleted the previous messages and blocked R's nephew's number. To this day, the seller has not shown any goodwill.

In this case, the perpetrator is suspected of violating Article 4 letter b of the Consumer Protection Law, which grants the right to choose goods and/or services and obtain related goods and/or services in accordance with the agreed exchange rate, conditions, and guarantees, by not delivering the paid goods as agreed upon. Additionally, Article 4 letter d guarantees the right to express opinions and complaints about the goods and/or services used. The perpetrator who blocked the victim's number also constitutes a violation of Article 4 letter d. Additionally, by not providing a refund or compensation to the buyer (victim), the perpetrator also violates Article 4 letter h, which states that if the goods and/or services received do not comply with the agreement or are not as they should be, the recipient has the right to receive compensation and/or damages, and Article 23 which contains provisions on Business Actors who refuse and/or do not respond and/or do not provide sufficient compensation for consumer claims.

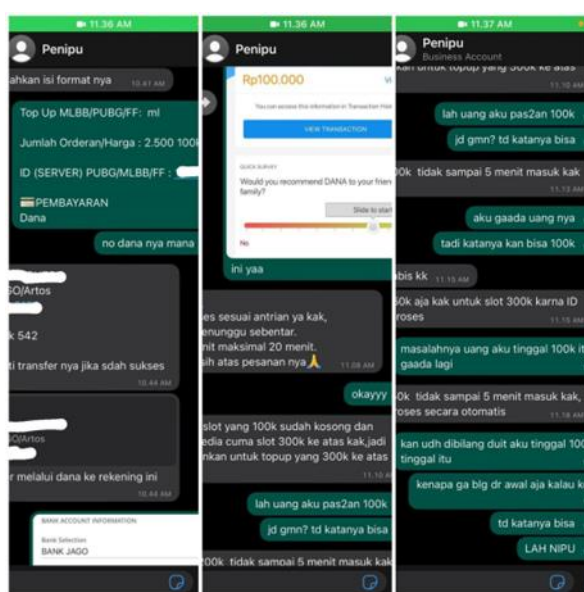


Figure 3. Fraud in Diamond Buying and Selling Transaction 2

Above is a case of fraud in the buying and selling transactions of Mobile Legends diamonds. S is a victim of the diamond store with the initials KSM. S initially wanted to purchase 2,500 diamonds for IDR 100,000. After making the payment, the perpetrator said to wait for 5 - 20 minutes. However, shortly after, the perpetrator claimed that the 2,500 diamonds for IDR 100,000 were sold out and suggested buying the ones priced at IDR 300,000 because S had no more money, so he didn't pay the remaining IDR 200,000. After that, S's number was blocked by the perpetrator.

Similar to the first case, in this case, the perpetrator also did not provide the diamonds that had been paid for according to the agreement and blocked the number, also refusing to provide a refund or compensation. The perpetrator violated Article 4 letter b, letter d, letter h, and Article 23 of the Consumer Protection Law. As stipulated in Article 19 paragraph 1 to paragraph 4, the perpetrator can be sued through the consumer dispute resolution body or brought before the court at the consumer's domicile. The aggrieved buyer has the right to file a lawsuit against the business perpetrator.

The Consumer Protection Law defines consumers as every individual who utilizes goods or services within society, whether for personal use, for others, for their family, or other living beings, and not for trading purposes (Fista et al., 2023:181). The term consumer is generally understood as the end user of products provided by entrepreneurs, namely, individuals who

receive products for use and not for trade or purchase. The law refers to consumer protection as all efforts to provide legal certainty to protect consumers (Pemerintah RI, 1999). One of the rights of a consumer under Article 4, letter h is "the right to obtain compensation, indemnity and/or replacement, if the goods and/or services received do not conform to the agreement or are not as they should be." Looking at the two cases above, we can see that there are still sellers who commit fraud against diamond buyers by not delivering the goods that have been paid for in diamond stores on Instagram. Certainly, this incident causes significant losses to the buyers. Therefore, the Consumer Protection Law (UUPK) plays a role as a legal protector for consumers who suffer losses due to not receiving the products they paid for. In addition to the UUPK, the ITE Law can also be used as a means of consumer protection when dealing with businesses that harm consumers. Article 1, letter 10 of the ITE Law states that "Electronic Transactions are legal acts carried out using computers, computer networks, or other electronic media." Referring to this matter, it can be concluded that (Sastrawidjaja, 2005:173):

- 1) Online shopping (e-commerce) has the same legal basis as regular trade.
- 2) E-commerce is a conventional trade that has special characteristics due to the dominant role of media and electronic tools.

Article 38 of the ITE Law stipulates that a party may file a lawsuit if the implementation of electronic transactions causes harm to another party (Pemerintah RI, 2016). The acceptance of electronic evidence as valid proof in court, based on Article 5 paragraphs (1), (2), and (3) of the ITE Law, allows consumers to submit evidence of money transfers or payments, SMS (Short Message Service), or messages in court as evidence. The purchase agreement, business name, address, phone number, and bank account number are obtained from social media (Senjaya, 2021:728). When purchasing goods and services online, consumers always seek satisfaction with their purchases. Economic actors tend to seek economic benefits from the transactions involved. The desires of both parties can easily be realized if they fulfill their obligations properly and act in good faith (Handriani, 2020:136). If consumers feel disadvantaged in a sales transaction, they should report it to the authorities for legal action to prevent similar incidents from recurring and to deter perpetrators from repeating their crimes.

CONCLUSION

The buying and selling transactions of Mobile Legends diamonds constitute agreements because all four prerequisites for a valid agreement—mutual consent, capacity to enter into a contract, a specific subject matter, and a lawful consideration—are fulfilled. This is to provide legal protection for consumers who wish to purchase Mobile Legends diamonds from social media-based stores, especially on Instagram. There is a Consumer Protection Law that can protect consumers' rights from unscrupulous sellers, as stipulated in Article 4 of Law No. 8 of 1999 concerning Consumer Protection. Additionally, the ITE Law can also be used by consumers as a weapon when dealing with unscrupulous sellers. As stated in Article 38 of the ITE Law, a party can file a lawsuit if the implementation of electronic transactions causes harm to another party

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