

ABSTRAK
**PERJANJIAN JUAL BELI *VIRTUAL PROPERTY* DALAM GAME PUBG
MOBILE DALAM PERSPEKTIF HUKUM PERDATA**

Oleh
Harry Nicolas Pasaribu

Perkembangan ekonomi digital telah melahirkan praktik jual beli *virtual property* dalam *game* PUBG Mobile, seperti *skin*, akun, dan mata uang digital yang memiliki nilai ekonomi nyata, namun belum memiliki pengaturan hukum khusus di Indonesia. Ketiadaan regulasi tersebut menimbulkan permasalahan mengenai keabsahan perjanjian, akibat hukum bagi para pihak, serta upaya hukum apabila terjadi sengketa. Penelitian ini bertujuan untuk menganalisis keabsahan perjanjian berdasarkan Pasal 1320 KUHPerdata, mengkaji akibat hukum yang timbul bagi para pihak, serta mengidentifikasi upaya hukum yang dapat ditempuh apabila terjadi permasalahan dalam transaksi *virtual property* tersebut.

Penelitian ini menggunakan metode penelitian hukum normatif dengan tipe deskriptif-analitis melalui pendekatan perundang-undangan, konseptual, dan kasus. Data diperoleh melalui studi kepustakaan terhadap bahan hukum primer, sekunder, dan tersier, kemudian dianalisis secara kualitatif.

Hasil penelitian menunjukkan bahwa perjanjian jual beli *virtual property* dalam PUBG Mobile dapat diakui keabsahannya secara kondisional berdasarkan Pasal 1320 KUHPerdata sepanjang memenuhi syarat kesepakatan, kecakapan, objek tertentu, dan sebab yang halal. Namun, syarat objek tertentu dan sebab yang halal menghadapi kendala karena ketentuan *Terms of Service* (TOS) pengembang menyatakan item virtual merupakan milik pengembang dan tidak dapat dipindahtangankan. Akibat hukum dari perjanjian tersebut adalah timbulnya hak dan kewajiban timbal balik bagi para pihak, sedangkan wanprestasi dapat menimbulkan tuntutan pemenuhan prestasi, ganti rugi, atau pembatalan perjanjian berdasarkan Pasal 1243 dan 1267 KUHPerdata. Upaya hukum yang dapat ditempuh meliputi jalur non-litigasi dan litigasi, termasuk gugatan wanprestasi, perbuatan melawan hukum, mekanisme BPSK, serta ketentuan dalam UU ITE, meskipun efektivitasnya masih terkendala oleh belum adanya regulasi khusus mengenai *virtual property* di Indonesia.

Kata Kunci: *Virtual Property*, Perjanjian Jual Beli, PUBG Mobile, Hukum Perdata.

ABSTRACT
SALE AND PURCHASE AGREEMENT OF VIRTUAL PROPERTY IN PUBG
MOBILE GAME FROM THE PERSPECTIVE OF CIVIL LAW

By
Harry Nicolas Pasaribu

The development of the digital economy has given rise to the practice of buying and selling virtual property in PUBG Mobile, including skins, accounts, and digital currency with real economic value, yet lacking specific legal regulations in Indonesia. This absence of regulation raises issues concerning the validity of agreements, legal consequences for the parties involved, and available legal remedies in the event of disputes. This study aims to analyze the validity of such agreements under Article 1320 of the Indonesian Civil Code, examine the legal consequences arising for the parties once bound by the agreement, and identify legal remedies that may be pursued should problems occur in virtual property transactions.

This research employs a normative legal research method with a descriptive-analytical approach through statutory, conceptual, and case approaches. The data were obtained through library research on primary, secondary, and tertiary legal materials and were analyzed qualitatively.

The results of this study indicate that agreements for the sale and purchase of virtual property in PUBG Mobile may be conditionally recognized as valid under Article 1320 of the Indonesian Civil Code, provided they fulfill the requirements of consent, legal capacity, a specific object, and a lawful cause. However, the requirements regarding a specific object and lawful cause face challenges due to the developer's Terms of Service (TOS), which state that all virtual items belong to the developer and cannot be transferred. The legal consequences arising from such agreements include reciprocal rights and obligations between the parties, while breaches of contract may result in claims for performance, compensation, or contract cancellation under Articles 1243 and 1267 of the Indonesian Civil Code. Legal remedies may be pursued through both non-litigation and litigation mechanisms, including breach of contract claims, tort claims, Consumer Dispute Settlement Agency (BPSK) mechanisms, and provisions under the Electronic Information and Transactions Law (UU ITE), although their effectiveness remains limited due to the absence of specific regulations concerning virtual property in Indonesia.

Keywords: Virtual Property, Sale and Purchase Agreement, PUBG Mobile, Civil Law.