

MIZAN: JOURNAL OF ISLAMIC LAW
P-ISSN: 2598-974X. E-ISSN: 2598-6252
Vol.10 No. 2 (2026), pp. 315-326
https://ejournal.uika-bogor.ac.id/index.php/MIZAN/index

Commercialization of Uncertainty in Blind Box Transactions: An Analysis of Gharar and Contract Validity in Trading Practices in Pamekasan[1]

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10.32832/mizan.v10i2.25357

Abstract:
The rise of modern lifestyle trends has shifted adolescents' consumption behavior in Pamekasan from fulfilling material needs to seeking emotional satisfaction through blind box collections. This buying and selling has sparked debate about Sharia economic law because it involves uncertainty about the object's specifications (gharar) at the time of the contract. This study employs a qualitative research method; this paper falls under the category of empirical legal research with a phenomenological approach toward consumers in Pamekasan. The aim is to analyze consumer perceptions and the legal validity of these transactions in light of the principles of muamalah fiqh and the Compilation of Sharia Economic Law. The results show that blind box transactions meet the basic requirements of Article 76 of the Compilation of Sharia Economic Law regarding utility value (mutaqawwam) and physical delivery (maqdhur 'ala taslimihi). The uncertainty regarding the physical variant is mitigated by consumer awareness and the transparency of the visual catalog on the packaging. From a technical standpoint, this type of sale falls under the category of gharar yasir (minor uncertainty), which is permissible as long as the variants have equivalent economic value. However, the contract shifts to gharar fahisy (severe uncertainty) and maisir (gambling) if there is an extreme disparity in value between the standard variants and the secret item.

Keywords: Blind Box; Impulsive Buying; Gharar; Complication of Islamic Economic Law.

[1] Manuscript received date: Oct 6, 2026; revised: Oct 17, 2026; approved for publication: Nov 14, 2026.

A. INTRODUCTION

The increasingly modern economic developments and lifestyles that are starting to follow global *trends* have led to human consumption patterns and lifestyles that are increasingly being swept away by globalization and digitalization (Matyushok dkk., 2021). Adolescents are especially sensitive to prevailing trends, and young people in Pamekasan no longer treat shopping merely as a way to meet material needs but rather as a means of emotional fulfillment and temporary satisfaction. This phenomenon is particularly evident in the growing trend of collecting Blind Boxes among adolescent consumers in Pamekasan, Madura.

A Blind Box is a randomly sized collectible, such as a miniature action figure, key chain, or doll, sold in a sealed box as part of a particular series. Buyers know the theme or the characters in the series, but they cannot tell which specific item they have received until the box is opened (Stanley Phangkawira, 2025). In Blind Box transactions, debates frequently arise regarding the validity of the contract's subject matter. The sale of *Blind Boxes* involves uncertainty about the outcome and an element of chance, as buyers do not know which item they will receive. Although the buyer knows what figures they will receive from the pictures printed on the side of the box (Ahmad Hafidz Nashrudin dkk., 2025).

Consumers are highly attuned to the information they receive, and that information shapes their thinking and, in turn, their decisions. Information that is repeated again and again gradually leaves its mark on the individual. Consumers then begin to apply it to their purchasing choices; in other words, information is able to change their perceptions (Fermansyah dkk., 2026).

Islam is confronted with the demands of modern society. As Islam interacts with modern society, the need to adapt becomes increasingly urgent. Society is constantly changing, which can influence prevailing thought patterns and values. The more advanced a way of thinking, the more open society becomes to advances in science and technology (Akrim, 2022).

Economic activity in Islam encourages believers to meet their needs and sets out the proper means of acquiring wealth. Because trade is commanded, people come to help one another and to recognize their mutual dependence. In Islam, buying and selling are permitted as long as they do not violate Islamic law and sharia principles. In Islam, the objects of a contract are regulated by buying and selling. The object of the contract or sale must also be clearly defined in terms of type and size (Akhmad Farroh Hasan, 2018).

Blind Boxes are also regarded as a legitimate marketing strategy in both online and offline trade, since they do not directly involve wagering between individuals. The situation is made worse by the lack of regulation specifically governing the sale of Blind Boxes under Indonesian law. Meanwhile, several countries, such as Japan, the United Kingdom, and the Netherlands, have already responded to phenomena like *loot boxes* in online games by designating them as a form of digital gambling subject to strict regulations (I Made Wirya Darma, 2025).

A great deal of research has examined uncertainty (*gharar*) and *maysir* in Islamic finance, particularly within the contexts of banking and investment. However, considerably less attention has been devoted to these issues in the domains of

consumption and marketing. This study examines *Blind Box* products in relation to the responses and purchasing behavior of adolescent consumers in Pamekasan. It seeks to assess the extent to which ambiguity is inherent in *Blind Box* products and, on that basis, to clarify their legal status from the perspective of Islamic Economic Law

Seeing that phenomena like *Blind Boxes* have both economic and spiritual impacts on Muslim consumers. The update of this research is to explore the perceptions of adolescent consumers in Pamekasan and reveal the conflict between legal awareness and addictive behavior. The ambiguity surrounding the object of sale has become normalized because buyers consent (ridha) to the transaction and do not feel wronged. The study also seeks to reinforce Islamic values as a moral compass for navigating the dynamics of the global economy.

The growing trend of Blind Box collecting prompted the researchers to examine more closely how consumers respond to and perceive the buying and selling of Blind Boxes in Pamekasan, and to measure the degree of ambiguity in these products to clarify their legal position under Islamic economic law. This analysis is important not only for establishing legal certainty but also for protecting consumers and preserving Islamic principles within the Pamekasan community.

B. METHOD

This study employs a qualitative research method. The type of research used in this study falls within the category of empirical legal research, employing a phenomenological approach through field research. The phenomenological approach is used to explore in depth the perceptions and perspectives of informants regarding the *Blind Box* collecting trend.

The research was carried out in Pamekasan Regency and focused on four subdistricts: Tlanakan, Pademawu, Pamekasan, and Proppo. These locations were chosen because their proximity to urban activity gives them lifestyle patterns that differ somewhat from those of the other subdistricts. The researcher was present in the field as the primary instrument, acting directly and without any intermediary, so that informants' responses could be observed firsthand.

Primary data were obtained directly from the original sources through in-depth interviews and observation. The informants were selected based on the criterion of having engaged in at least 3 Blind Box transactions. An initial quota of 3 to 5 informants was established for each sub-district, while applying the principle of data saturation. Secondary data were drawn from documentation and library research, including Islamic economic law literature, relevant scholarly journals, and statutory regulations.

Data analysis involved transcribing the interviews, reducing the data to retain only relevant information, and organizing the collected material so that conclusions could be drawn and decisions made more easily before the conclusions themselves were drawn. The final step was to verify the validity and reliability of the data obtained in the field.

C. RESULT AND DISCUSSIONS

In order to examine how Sharia Economic law addresses the ambiguity of Blind Box products amidst modern creative industry trends, the analytical framework of this discussion is organized into two main sub-sections:

1. Consumer Perceptions of Variant Uncertainty In Blind Box Purchases

The increasingly modern development of buying and selling practices has given rise to new forms of commercial transactions within society. The *Blind Box* transaction practice circulating among consumers derives its appeal from the sense of surprise inherent in the product. From the perspective of Islamic Economic Law, *Blind Box* transactions blur the boundaries concerning the validity of *muamalah* contracts. The fundamental principles of Sharia-compliant transactions require transparency (*tabayyun*) and clarity (*bayyan*) (Elpandha dkk., 2026).

In classical fiqh al-mu'amalat, gharar and maisir serve as principles that safeguard fairness and transparency and guard against exploitation in commercial dealings. Gharar is defined as excessive uncertainty affecting the essential elements of a contract, such as the object, the price, or the delivery. Classical jurists consistently divided it into two kinds: Gharar Yasir, a minor uncertainty that can be tolerated, and Gharar Fashisy, an excessive uncertainty that is prohibited (Maulana dkk., 2026).

The prohibition on transactions involving uncertainty rests on a hadith of the Prophet (peace be upon him) narrated by Abu Hurairah (RA):

عَنْ أَبِي هُرَيْرَةَ، قَالَ نَهَى رَسُولُ اللَّهِ ﷺ عَنْ بَيْعِ الْحَصَاةِ وَعَنْ بَيْعِ الْغَرَرِ

The Prophet Muhammad (SAW) prohibited *al-hashah* (the pebble-throwing sale) and *gharar* transactions. (HR Muslim: 1513).

The central problem of uncertainty in Blind Box sales is that the specific unit inside is concealed at the moment the buyer hands over the money. The item physically exists and could be delivered on the spot. Even so, not knowing which variant or character figure the buyer will receive leaves room for speculation. The buyer faces two possibilities: obtaining the desired character variant or failing to obtain it.

In halal literature, the expansion and application of Sharia law within contemporary economic contexts tend to be narrowed to formal legality and technical aspects, without sufficiently engaging with the ethical values and substantive *maslahah* that constitute the core of Islamic teachings (Harisah, Hidayah, dkk., 2026). The legality of Blind Box transactions is often deemed illegal merely because they meet the formal indicator of uncertainty about which item the buyer will receive.

Findings from the field point to a shift in the consumer behavior of Pamekasan residents, influenced by modernization and exposure to the Blind Box collecting trend on social media. The purchase of *Blind Boxes* was identified as a form of *self-reward* that consumers use to seek emotional satisfaction. This phenomenon is reflected in the statement of one informant:

"I started buying Blind Boxes as a self-reward and just for fun. But over time, I got hooked by all the unboxing content on social media. When other people make that kind of content, it looks so exciting, and I ended up getting addicted myself"

Several informants also stated that their motivation to purchase *Blind Box* products was driven by the aesthetic appeal and visual attractiveness of the *Blind Box* character figures, the current of modernization, and popular lifestyle trends.

"Personally, I buy these because of how they look. The figures are so adorable, and they're cute to collect as display pieces or bag charms."

Islam, in principle, does not forbid a Muslim from enjoying lawful provisions or from indulging in small pleasures. The fulfillment of emotional needs and reasonable entertainment is permissible in Islam (mubah). However, it may become prohibited when such entertainment leads to excessive expenditure of wealth or *israf* (Tanjung, 2026).

Consumers' experiences of these transactions reveal a range of motivations for buying Blind Boxes. The emotional thrill of opening the box and the charm of the character designs were the main forces pulling consumers in. Marketing *Blind Box products* through social media and the unboxing trend also contribute to buyer interest in making *Blind Box purchases.*

One basic finding that strengthens the legal standing of Blind Box products in this study is consumers' full awareness of how these products are traded. As one informant put it:

"Personally, I don't really mind the uncertainty of the outcome, such as what variant I will get or whether the variant that comes out will be the one I want. I don't really mind because that's simply how *Blind Boxes* work; you could say it's basically a guessing game."

The informants did not perceive the uncertainty regarding the resulting variant as a form of deception or material loss. They accepted it as a rule of the game, agreed upon from the outset. This understanding is formed through the transparency of the character lineup, as a catalog of the product series printed on the side of the outer box. As one informant explained:

"In my opinion, the information about the *Blind Box* product can be considered very clear. There is an image on the side of the box showing the variants included in the *Blind Box* series. So, as consumers, we know what kinds of variants we might receive from the images provided."

From the standpoint of Islamic economic law, the availability of information outside the packaging carries fundamental weight. The information provided by producers on the outside of the packaging influences consumers' purchasing decisions because it presents an informative and honest catalog. Therefore, the transaction is based on the principle of mutual knowledge and mutual consent (*an taradhin*) (Bustami, 2025).

In accordance with the concept of the reconstruction of *fiqh* (*tajdid al-fiqh*), the framework of *muamalah* legal thought needs to be reorganized to be more inclusive, contextual, and responsive to the dynamics of the creative industry and the development

of digital culture. Such reconstruction does not mean tearing down the classical foundations of sharia. It means reorganizing the framework of fiqh so that it can respond to social reality reflectively (Harisah, Wahyuni, dkk., 2026).

Islamic Taswwur emphasizes that transactions are not simply a matter of what is prohibited or permitted, but rather a matter of our prudence as Muslims in managing our wealth. This awareness encourages buyers to avoid being easily swayed by *trends* and mere FOMO for momentary gratification (Wasath dkk., 2026).

In line with the integrative paradigm in Islamic studies, the analysis of contemporary economic transactions should not perpetuate a dichotomy between rigid religious norms and modern consumer behavior. An objective legal assessment requires a bridge between classical fiqh and today's creative industry (Rama & Harisah, 2026).

Based on the data, the legal status of Blind Box products can be assessed on technical grounds. A Blind Box falls under *Gharar Yasir* (minor) if every character figure or variant in the product has the same economic value, material quality, and market price range. In that case, the buyer suffers no financial loss on receiving an item of equivalent worth. However, the transaction may shift into *Gharar Fahisy* (excessive uncertainty) and *Maisir* when there is a significant disparity between ordinary character figures and rare variants, particularly when buyers specifically pursue *secret* or rare products because of their potentially extraordinary market value, while ordinary variants are perceived as disappointing or virtually worthless. This disparity encourages buyers to engage in speculation, thereby creating characteristics comparable to *Maisir*.

2. Blind Box Sales and the Object Requirements of Article 76 KHES

Changes over time may influence the application and interpretation of Islamic law, particularly in the context of Sharia economic transactions. Such developments are shaped by the social circumstances and customary practices prevailing within particular communities. As long as a customary practice governing a Sharia economic transaction remains consistent with the fundamental principles of Islamic law and there is no evidence from the Qur'an or Hadith expressly prohibiting it, the practice may be accommodated within Islamic jurisprudence. This approach is reflected in the legal maxim: "Something that applies based on custom is treated as something that applies based on Sharia, as long as it does not conflict with Sharia." (Mafrudlo dkk., 2026).

The Compilation of Sharia Economic Law (KHES) serves as the principal reference and guideline for judges when assessing and resolving economic disputes, whether through normative reasoning or by applying Sharia principles. As stipulated in Law No. 3 of 2006 on the Compilation of Sharia Economic Law, developed through a collective process of *ijtihad*, it provides a more adaptive and responsive legal framework to support the growth of the Islamic economy in Indonesia (Yasardin & Kooria, 2025).

The validity or nullity of a sale and purchase contract (*akad*) is determined, among other things, by whether the requirements concerning the object of the transaction have been fulfilled. Article 76 of the Compilation of Sharia Economic Law sets out in detail what must be satisfied before an item may properly serve as the object of a contract. The

provision is designed to secure legal certainty, to prevent fraudulent practices (*tadlis*), and to eliminate elements of uncertainty that could harm either party to the transaction (Widad & Atiqoh, 2026).

Muslim society is expected to maintain a comprehensive sense of halal awareness in its *muamalah* activities and consumption behavior. Such awareness must encompass compliance with the principle of *halalan tayyiban* throughout the transaction process as well as consideration of the consequences of consumption. An object may be considered to satisfy the principle of *halalan tayyiban* when it meets three principal indicators: it contains no prohibited or unlawful (*haram*) elements, provides utility and positive benefits, and is free from aspects that may endanger the body or mind (Insani dkk., 2019).

Blind Box sales, which have spread widely across Pamekasan Regency, present an unusual form of transaction. On the one hand, the goods are handed over physically and directly once payment is complete. On the other hand, the sealed packaging (*blind packing*) conceals which variant the buyer will actually receive, and this gives rise to legal (Setiawan dkk., 2025).

To examine the validity of *Blind Box* transactions in detail, each criterion and requirement concerning the object of an *akad* as stipulated in Article 76 of the Compilation of Sharia Economic Law is directly examined in relation to the factual practices of *Blind Box* transactions observed in the field.

No	Object Requirement (Article 76 Compilation of Sharia Economic Law)	Actual Condition Of The Transaction
1.	The goods sold must already exist	The product is a physical box containing a doll or character figure, and it is available in the shop at the time of the transaction
2.	The goods sold must be capable of being delivered	The product can be handed over physically from seller to buyer immediately once payment is complete
3.	The goods being sold must have a specified value or price.	The product is made from valuable materials such as plastic, vinyl, and fabric. It also has practical uses, such as a bag or keychain accessory, or it may be used as a decorative item.
4.	The goods being sold must be halal.	The object is pure and halal in its substance
5.	The goods sold must be known to the buyer.	The buyer knows the general theme of the product series, but the specific

		variant to be received stays concealed until the packaging is opened.
6.	The specific characteristics of the goods being sold must be known to the buyer.	The characteristics of the series or collection can be identified from the catalog displayed on the outside of the packaging. However, the specific characteristics of the variant contained inside the *box* remain concealed.
7.	The specification requirement is deemed satisfied when the goods are present at the place of sale.	The designation requirement is met because the box chosen and pointed out by the buyer is physically present at the transaction location.
8.	The characteristics of goods that the buyer can observe directly require no further explanation.	General characteristics of the *Blind Box*, such as its size, materials, and list of available variants, can be observed at the location through the displayed catalog or images provided on the exterior of the packaging.
9.	The goods sold must be determined with certainty at the time of the contract.	Uncertainty arises regarding the specific physical variant at the time of payment. The actual variant is only known after the packaging is opened.

Source: Article 76 of the Compilation of Sharia Economic Law and empirical data analysis of Pamekasan consumers 2026

Based on the explanation presented in the table above, *Blind Box* transactions in Pamekasan Regency explicitly satisfy several fundamental requirements for a valid sale and purchase as stipulated in Article 76 of the Compilation of Sharia Economic Law. The object physically exists at the place of the transaction, it can be handed over directly, and it carries economic value.

The legal issue, however, arises from the requirement concerning certainty regarding the object, as the specific product variant cannot be determined with absolute certainty at the time of the purchase. The gap is partly narrowed by the images or catalog printed on the side of the packaging, and by the buyer's full awareness when choosing the product.

The sharia economic legal system rests on the protection of property, justice, transparency, and the circulation of wealth through valid transactions. As economic activities have gradually shifted toward contemporary forms of commerce, their theoretical foundations must extend beyond mere description and serve as analytical instruments for directly assessing modern business practices. Such a foundation must

work as an analytical tool for directly assessing modern business practices, such as the sale and purchase of Blind Box products (Mafrudlo dkk., 2026).

The validity of *Blind Box* transactions, when examined from the perspective of product permissibility, is not limited to the physical nature or substance of the goods themselves. It extends to the entire process and mechanism by which the product is obtained (Sulistiawati dkk., 2023). Most consumers understand the halal principle only partially, focusing primarily on the permissibility of the goods' physical substance while paying less attention to the permissibility of the mechanism by which they are obtained.

The uncertainty of outcomes in Blind Box products leads to differing perceptions among consumers in the field about whether *gharar* is present. Some consumers consider the rules governing the *Blind Box* mechanism to have been transparent from the outset. As stated by one consumer informant:

> "In my opinion, this is not something that causes harm. From the beginning, as a consumer, I already knew and understood the rules of the game."

Other informants state plainly that Blind Box sales contain an element of *gharar*. Their view rests on the fact that the buyer cannot predict or determine which specific physical unit will be received when the money changes hands. One informant put it this way:

> "I think there's still an element of *gharar*. We don't know for certain what item we'll get when we pay. That vagueness is what makes it feel like a gamble. If we get the item we want, we come out ahead, and if not, you could say we lose a little."

Beyond differing perceptions of the object's uncertainty, fieldwork shows that Blind Box consumers in Pamekasan Regency also report emotional effects and a pattern of repeated, compulsive buying. This was expressed by one informant:

> "I often feel sad and disappointed when the box is opened and the variant inside is the one I like least. Sometimes I even get a variant that's exactly the same as one I already have at home."

The disappointment arising from failing to obtain the desired variant can encourage excessive consumption. To relieve their curiosity and frustration, consumers tend to keep buying, again and again, until they land the variant they are after or a rare one. Another informant spoke of this:

> "If I still haven't got the character I'm looking for, I keep feeling curious. So, it's not uncommon for me to think about buying another one until I get the variant I want. Sometimes, I can spend hundreds of thousands of rupiah just to pursue a particular character variant. But I do enjoy the unboxing sensation, and it feels satisfying."

Emotional value refers to the satisfaction consumers derive from their emotional experiences while engaging with products and services. The uncertainty inherent in Blind Box products can stimulate positive emotions and enhance consumers' perceived emotional value. An increasing body of research has demonstrated that uncertainty constitutes a state of arousal that can stimulate consumers' curiosity and expand their imaginative space. At the same time, it can generate positive experiences, including surprise, excitement, and stimulation. Curiosity, on the one hand, represents a state of information deprivation (Tian Bai dkk., 2026).

Islam grants its adherents the freedom to enter into various forms of business

agreement according to their interests, provided the mechanism does not violate sharia, morality, or public order. This freedom of contract must be grounded in the principle of mutual consent (*an-taradhin*). The concept of *an-taradhin* requires genuine consent between the parties free from deception, concealment of defects, or elements of speculative gambling (Amin dkk., 2023).

In the context of Blind Box transactions, if consumers willingly accept whichever variant they receive, the transaction may be considered valid. If, however, the secrecy of the variant provokes deep disappointment, regret, and an urge to overspend, leading the consumer to buy repeatedly without restraint, then that consent is defective and slides into harmful speculation.

D. CONCLUSION

The legal status of Blind Box products can be assessed on technical grounds. A Blind Box falls under *gharar yasir* (minor uncertainty) if every character figure or variant in the product has the same economic value, material quality, and market price range. In such circumstances, buyers do not suffer financial losses when they receive an item of equivalent value. However, the transaction may shift into *Gharar Fahisy* (excessive uncertainty) and *Maisir* when there is a significant disparity between ordinary character figures and rare variants, particularly when buyers specifically seek *secret* or rare products because of their exceptionally high market value, while ordinary variants are perceived as "zonk" or virtually worthless. The purchase is driven by speculation and comes to resemble *maisir*.

From the perspective of the Compilation of Sharia Economic Law, Article 76, Blind Box transactions meet the fundamental requirements of permissibility of the object, price equivalence, and direct physical delivery of the goods at the place where the contract is concluded. The legal gap lies in the uncertainty over which variant will be obtained. That potential for loss is largely offset by consumers' high awareness and willingness, who understand the mechanism from the outset. In addition, the availability of a transparent catalog on the exterior of the packaging provides information on the goods' specifications, thereby contributing to compliance with Sharia principles.

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