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Islamic Economic Analysis of Mobile Legends Game Account Trading Transactions: A Case Study of @Molependia Instagram Account

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Abstract

Mobile Legends Online Game 2023 is one of the most widely played online games by Indonesian gamers. The popularity of this game is closely related to the fact that it has low system requirements, allowing even low-spec smartphones to play it. This game is highly favored by gamers due to the unique skins, heroes, and real-life icons transformed into a virtual medium, which makes it engaging to play. Many Mobile Legends accounts in 2023 are being bought and sold, and often there are discrepancies in the accounts being traded. For example, account photos showing certain heroes and skins do not match what is displayed when the buyer logs in and checks the account's contents. Thus, it can be said that there is a defect in the transactions conducted. Based on the background outlined above, the author is interested in analyzing the Islamic legal perspective on the buy-and-sell transactions of Mobile Legends 2023 game accounts on the Instagram account @Molependia. This study uses a qualitative method, with data collected through observation, interviews, and documentation. The research findings reveal that the buy-and-sell transactions of Mobile Legends 2023 game accounts on the @Molependia Instagram account are conducted via WhatsApp to establish an agreement. Once the agreement is made, the buyer transfers the payment and receives the ID and password for the purchased account. Based on the contract, the Islamic legal analysis confirms that the transaction is valid as it meets the requirements and conditions of a legitimate sale.

Keywords: Mobile Legends Game Account Trade, Islamic Economic Law

INTRODUCTION

The Mobile Legends Online Game 2023 is one of the most popular online games among gamers today. As a result, the number of users continues to grow, leading gamers who are deeply involved in the gaming world to sell their Mobile Legends game accounts for significant profit. The prices offered vary depending on the number of heroes, skins, and emblems in the Mobile Legends 2023 game (duniagames.co.id, 2024).

Game accounts that are sold are not only evaluated based on how many heroes they have, but also on the number of skins and emblem levels owned by the gamer who wishes to sell their account. The buying and selling of Mobile Legends accounts is widely done on various Instagram accounts, including the account @Molependia. Molependia.Id on Instagram serves as an intermediary for buying and selling Mobile Legends accounts (a third party). The Molependia.Id account posts photos of the Mobile Legends accounts being

sold in Instagram Stories, and if someone is interested, they can swipe up or directly enter WhatsApp to continue the transaction.

Due to the large number of Mobile Legends 2023 accounts being traded, discrepancies often arise with the accounts being sold. For example, the photos of the account showing heroes and skins do not match what is shown after logging in and checking the account's contents. Therefore, it can be said that there are defects in the transactions.

Based on the background described above, the author is interested in analyzing the Islamic legal perspective on the buy-and-sell transactions of Mobile Legends 2023 game accounts on the Instagram account @Molependia.

RESEARCH METHOD

This research uses a qualitative approach as it discusses the practice of buying and selling Mobile Legends game accounts on the Instagram account @Molependia(Miles, 1994). The research type is field research (Winata & Sugiyono, 2024),



which focuses on the data collection process from informants or respondents who have been selected. The researcher conducted interviews directly via WhatsApp with the owner of the Instagram account @Molependia.

RESULT AND DISCUSSION

A. The Islamic Economic Theory of Contracts: A Focus on Sales Transactions

Etymologically, the term *jual beli* (buying and selling) comes from the Arabic word *al-bai'u*, which means to take and give something. It is also interpreted as an activity of exchanging goods for other goods. The word *al-bai'u* is derived from *al-bara*, which means "hand," because at that time, Arabs would extend their hands when conducting a transaction, often clapping their hands as a sign that the transaction had been agreed upon and ownership had transferred (Nazir & Hasanuddin, 2004).

In terms of Islamic jurisprudence (fiqh), the term *jual beli* is referred to as *al-bai'* in Arabic, which means to sell, exchange, or trade one thing for another (Nawawi, 2012). The term *al-bai'* in fiqh terminology is sometimes used in contrast to *al-syira*, which means buying. Thus, *al-bai'* can be understood as encompassing both selling and buying, or the concept of a transaction (buying and selling). In fiqh terminology, scholars have presented different definitions, but the essence of their definitions remains the same: **Al-Imam An-Nawawi** in *Al-Majmu' Syarah Al-Muhadzdzab* defines buying and selling "The exchange of property for property with the transfer of ownership" (Nawawi, 2012). **Dr. Wahbah Az-Zuhaili** in *Al-Fiqh al-Islami wa Adillatuhu* defines *al-bai'* as "Exchanging something for something" (Ulum, 2024). **Sayyid Sabiq** defines buying and selling as an act of exchanging property for property through the transfer of ownership and control, accompanied by compensation, and carried out in a manner that is not contrary to Shariah law (Sabiq, 2009).

Legal Basis for Buying and Selling in Islam (Mahali, 1989). In the Qur'an, there are numerous verses that serve as the legal basis for buying and selling, including the following: QS. Al-Baqarah, 2:275, translation: "And Allah has made buying and selling lawful and has made usury (riba) unlawful." (Agama, 2019). QS. An-Nisa', 4:29, translation: "O you who have believed, do not consume each other's wealth unjustly or send it [in bribery] to the rulers in order that [you] may consume a portion of the wealth of the people in sin, while you know [it is unlawful]. But trade by mutual consent, and do not kill yourselves. Indeed, Allah is to you ever Merciful." (Al-Qur'an, 2005).

Based on the Sunnah, from Rifa'ah ibn Rafi' (Baihaqqi & Nuzula, 2022), the Prophet (peace be upon him) was asked: "Which type of earnings is the best?" He replied: "The work of a man with his hands and every honest trade." (Narrated by Al-Bazzar). Translation: "Indeed, buying and selling must be based on mutual consent." (Narrated by Al-Baihaqqi). From Abu Sa'id (Idris, 2022), the Prophet (peace be upon him) said: "The honest and trustworthy merchant will be with the Prophets, the truthful ones, and the martyrs." (Narrated by At-Tirmidhi).

Based on Ijma' (Consensus), the scholars and the entire Muslim community have agreed on the permissibility of buying and selling, as it is an essential practice for human life. In reality, not everyone possesses what they need; sometimes, the things they need are in the hands of others. Through buying and selling, people help each other fulfill their needs (Muslich, 2022).

B. Pillars and Conditions of Buying and Selling in Islam

a. Pillars of Buying and Selling

A sale is considered valid when it meets the pillars and conditions according to Shari'a law, which are the determining factors for the validity of the transaction. However, scholars of fiqh have differing opinions regarding the pillars and conditions of buying and selling. Some scholars state that the pillars of buying and selling generally consist of three elements (Manan, 2006):

1. Al-'Aqidain (the parties involved)
2. Mahallul 'Aqd (the object/place)
3. Sighat (offer and acceptance)

However, there are opinions that add a further pillar of buying and selling, known as Maudhu'ul 'Aqd (the purpose of the sale) (Rachman, 2022).

The Hanafi school of thought holds that the pillar of buying and selling is solely Sighat al-'Aqd (offer and acceptance) (Budianto, 2022)

b. Conditions of Buying and Selling

The conditions for buying and selling include the following:

1. Al-Aqidain (The Parties Involved)

The parties involved in the contract include the seller, the buyer, and any other parties involved in the transaction. The following conditions must be met by these parties:

a) Mumayyiz (Competence)

Most people engaging in transactions must understand and be able to determine the transaction they will undertake. In contrast to secular law, Islam does not allow everyone to conduct buying and selling transactions. There are specific conditions that must be met for someone to engage in a valid transaction, such as the person being Mahjur 'Alaih (legally incapable). According to QS. An-Nisa' 5 and 6: "And do not give your property to those who are incapable of managing it...," meaning that the person must be of sound mind and capable of managing their affairs. In practice, children may engage in small transactions, such as buying snacks or candy (Ismail et al., 2021).

Islam classifies those who are incapable of conducting transactions, such as children who have not reached maturity, mentally ill individuals, and those who squander their wealth (Harimurti, 2021). According to Chairumamn Pasaribu and Suhrawardi K. Lubis, those who are Mahjur 'Alaih (legally incompetent) include minors, individuals with mental illness, and those who live in excess (A. Hidayat et al., 2022).

The scholars differ regarding which parties are competent to engage in transactions. According to the Hanafi and Maliki

schools, the parties must be of sound mind and capable of understanding transactions, typically requiring an individual to be mumayyiz (distinguishing right from wrong) and at least 7 years old (A. Hidayat et al., 2022). However, the Shafi'i and Hanbali scholars stipulate that the parties must be of legal age (baligh), mentally sound, and capable of managing their religion and wealth.

b) AntaroDin(MutualConsent)

As Allah says in the Qur'an, "O you who have believed, do not consume one another's wealth unjustly or by falsehood... except that you make a trade by mutual consent." (QS. An-Nisa' 4:29). Also, the Prophet (SAW) said, "The sale is based on mutual consent" (Narrated by Al-Baihaqi, Ibn Majah, and Ibn Hibban) (Wahidi & Afkari, 2016).

2. Maqud Alaih (The Object)

This refers to the object or commodity being bought or sold. There are several conditions that the Maqud Alaih must meet, including (R. Hidayat, 2022):

a) Existence or Visibility

The object of the transaction must exist or be clearly visible at the time of the transaction and, in some cases, may be anticipated in the future. While some scholars, such as the Shafi'i and Hanafi schools, prohibit trading goods that are not clearly visible (except in certain cases like services), certain exceptions like Bai' Salam, leasing, and profit-sharing in Mudarabah are allowed.

According to a Hadith from Abdullah ibn Umar (RA), the Prophet (SAW) said, "The Prophet (SAW) forbade the sale of fruits before they are clearly ripened."

b) Shari'a Compliance

The object of the sale must comply with Shari'a law, meaning it should be permissible (halal), pure, and beneficial. The Prophet Muhammad (SAW) said, "Allah has forbidden the sale of alcohol, carrion, pork, and idols."

c) Transferable

The object must be capable of being delivered from the seller to the buyer. If the object cannot be delivered, the sale is invalid. The Prophet (SAW) said, "Do not sell fish that are still in the water, as this contains uncertainty (gharar)."

d) Clear and Identified Object (Mu'ayyan)

To avoid confusion or disputes, the object being sold must be clearly identified, with its nature, form, type, and price known.

3. Sighat (Offer and Acceptance)

The presence of Sighat is a form of mutual willingness and agreement between the parties involved. This is essential for ensuring that both parties are aware of and accept the terms of the transaction. Scholars of the Hanafi school define Ijab (offer) as an expression of intention from the first party, while Qabul (acceptance) is the second party's response to indicate their intention to proceed (AlSharif et al., 2022).

Wahbah Az-Zuhayli identifies three conditions for the validity of Ijab and Qabul. First, the intent must be clear and understandable (Jala'ul Ma'na). Second, there must be

alignment between the offer and acceptance (Tawafuq). Third, both parties must express a mutual and free will to engage in the transaction (Jazmul Iratadaini).

C. Legal Analysis of Mobile Legends Game Account Transactions in Islamic Economics

Buying and selling is a contract that is permitted based on the Qur'an, Sunnah, and consensus of the scholars (Ijma'). As explained in the following verse of the QS. An-Nisa' 4:29:

Translation:

"O you who have believed, do not consume one another's wealth unjustly or by falsehood, except that you make a trade by mutual consent. And do not kill yourselves. Indeed, Allah is to you ever Merciful." (Agama, 2019)

Asbabun Nuzul (reasons for the revelation) according to the narration of Ibn Jarir, this verse was revealed due to the practice of some Arab Muslims who were consuming each other's wealth unjustly. They sought to profit through illegal means and used various forms of deception that appeared to comply with Islamic law. For instance, as described by Ibn Abbas in a narration by Ibn Jarir, a person would buy a shirt from a friend with the condition that if they didn't like it, they could return it for an additional dirham above the original price. This was not considered a fair sale, as transactions should be conducted with mutual consent and without deception among Muslims. (Al-Qur'an, 2005)

Based on the data gathered from the field, it can be concluded that the pillars of the buying and selling contract for Mobile Legends game accounts on *Molependia.Id* are as follows (Interview with Account Buyers, 2024) :

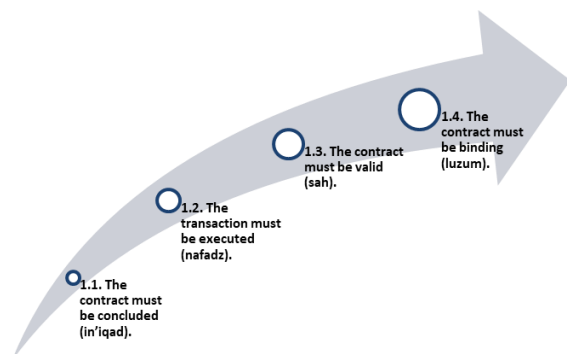
Aspect	Description
a. The Parties Involved	The parties in the buying and selling of Mobile Legends game accounts on Molependia.Id are the seller and the buyer of the game account.
b. The Object	The object of the buying and selling transaction is the game account, which consists of the ID and password.
c. Agreement	The agreement in the buying and selling transaction of Mobile Legends game accounts on Molependia.Id is that the seller and buyer transact through electronic media, such as WhatsApp and Instagram. The buyer informs the seller about the account level they wish to purchase, and the seller processes the transaction. Once both parties agree on the details, including the price and amount, the buyer makes the agreed payment. Payment can be made through bank transfer or QRIS transfer. After the buyer makes the payment, the seller will send the ID and password for the purchased account.
Conclusion	Based on the above description, it can be concluded that the pillars of the contract for

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Aspect	Description
	buying and selling Mobile Legends game accounts have been fulfilled.

There are four main conditions for a valid buying and selling transaction:



These conditions are designed to ensure that the transaction brings benefit to both parties and does not result in harm for either side.

The conditions related to the parties involved in the transaction are as follows:

4. The parties must be of sound mind and discerning (mumayyiz).

This condition ensures that the transaction conducted by a mentally unstable person is not valid.

5. There must be more than one party involved.

A contract cannot be valid if it is only conducted by a single party, as there must be both a seller and a buyer.

The condition related to the contract is that there must be mutual agreement between the offer (ijab) and acceptance (qabul). As for the condition related to the place of the contract, it must take place in one session.

The conditions regarding the object of the transaction are as follows (Ismail et al., 2021; Muslich, 2022):

1. The object must exist.

A transaction cannot take place for an object that does not exist or is uncertain, such as buying fruit that is not yet ripe or purchasing an unborn animal.

1. The object must have value, be halal, able to be owned, and be useful and able to be stored.
2. The object must be owned by the seller.
3. The object must be deliverable at the time of the transaction (Nizaruddin, 2019).

Based on the data from the field, it can be concluded that the conditions for the buying and selling contract for Mobile Legends game accounts on Molependia.Id have been fulfilled. Therefore, the buying and selling contract for Mobile Legends game accounts on Molependia.Id is valid and legally binding.

CONCLUSION

The conclusion of this study on the Islamic Economic Analysis of the Buying and Selling of Mobile Legends Game Accounts on the Instagram Account @Molependia.Id is that the sale and purchase contract of Mobile Legends game accounts on Molependia is not prohibited and is permissible according to Islamic Economic law.

Based on the previously provided information, it can be concluded that the transaction for selling Mobile Legends game accounts on the Molependia Instagram account involves the sale of the game account through Instagram, followed by negotiation via WhatsApp between the account owner, seller, and buyer. Once an agreement is reached, the buyer transfers the agreed amount to the Molependia account owner, and then the account's ID and password are handed over. After the buyer receives the ID and password, they log in, and the transaction is considered complete. The transaction is deemed complete when the buyer reads and follows the seller's instructions for account security and to avoid fraud. Molependia, the seller of the Mobile Legends account, also assures that the transaction is secure.

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