

## Acts Against the Law in the Buying and Selling of Football Tickets Indonesia VS. Australia

Muhammad Naufal Asyraf<sup>1)</sup> & Hardian Iskandar<sup>2)</sup>

<sup>1)</sup>Faculty of Law, Universitas Muhammadiyah Gresik (UMG) Gresik, Indonesia, E-mail: [m.naufalasyraf@gmail.com](mailto:m.naufalasyraf@gmail.com)

<sup>2)</sup>Faculty of Law, Universitas Muhammadiyah Gresik (UMG) Gresik, Indonesia, E-mail: [hardianiskan@umg.ac.id](mailto:hardianiskan@umg.ac.id)

**Abstract.** *Ticket sales through calo often occur in football matches in Indonesia, such as the Indonesia vs Australia match at Gelora Bung Karno. This phenomenon takes advantage of the public's high enthusiasm for football, which often causes losses to consumers. Many buyers are trapped by brokers who sell tickets at a much higher price than the official price to earn personal or group profits. It is clearly an illegal act that violates rules, norms, and laws, especially in the perspective of civil law. The existence of ticket candidates creates unfairness in the ticket sales system that should be transparent, fair, and affordable to all walks of life. Their existence indicates a loophole in the supervision and enforcement of the law that must be repaired immediately. This is important to protect consumers' rights and maintain the integrity of sporting events that all parties should be able to enjoy fairly. Normative research methods are used to analyze the regulations and responsibilities related to the use of calo services in the transaction of buying and selling tickets for Indonesian vs. Australian football matches. From the research results, it was found that the regulation regarding ticket candidates in Indonesia is still insufficient and has not provided legal certainty for consumers. In this case, the act of ticket candidates can be considered as an act against the law that harms the community. Legal efforts that can be made include filing a civil suit and asking the perpetrator to compensate for the losses incurred by consumers.*

**Keywords:** *Buying; Deeds; Football; Selling.*

### 1. Introduction

Sports week, especially football, is the most interesting spectacle. It can even be said that football is the world's number one sport in terms of fans and enthusiasts. Likewise in this country, football is very popular with many people from young to old. Moreover, the Indonesian national team has recently undergone many international friendly matches. People's high interest in watching the national team's match live is so great, that often many fans hunt for tickets to the match from afar. There's also a lot of people who are running out of tickets. From this, it also caused a lot of controversy, including the existence of acts against the law. Many issues arose regarding the sale of the national team tickets.

The process of buying and selling football tickets, which is against the law, is an indication of harm to the community carried out by irresponsible individuals. Such as the sale of fake tickets, as well as the price games of the candidates which are very high above the ticket prices that have been determined by the organizers. This not only harms consumers, but also harms the organizers who are no longer trusted by the Indonesian people.<sup>1</sup>

The provisions of Article 1365 of the Civil Code (KUHPer) state that "Every act that violates the law and brings harm to others, obliges the person who caused the loss because of his mistake to compensate for the loss". The article states that any person who inflicts or causes a loss may be held responsible for recovering the amount of loss he has incurred. In fact, we can also review this with article 1366 of the Civil Code (KUHPer). The article states that "everyone is responsible not only for his actions but also for his negligence and lack of caution". In this article, we can conclude that not only those who commit acts against the law intentionally, but also those who commit negligence in this matter.

In the discussion of the act against the law, we can conclude and see the case that occurred in the match of the Indonesian National Team VS Australia on October 27, 2024. There were several victims who were harmed by the "candidate" who sold tickets for the national team. It is believed that the victim had transferred the money to the ticket seller. However, the tickets promised by the seller were not sent until the match took place. From this incident, the victim suffered not a small amount of financial loss. The price range per ticket is 300 thousand, at that time the victim bought 2 tickets, which means the total loss is 600 thousand.<sup>2</sup> This is clearly included in the unlawful acts contained in article 1365 of the Criminal Code and article 1366 of the Criminal Code.

## **2. Research Methods**

This method is applied in writing articles using a normative approach. A normative approach refers to research in the field of law conducted through analysis of literature or secondary data. It is hoped that the research will provide a comprehensive picture of consumer losses from the perspective of civil law and reality faced by victims and the public. This approach involves systematic search and synthesis of information taken from a variety of sources including books, academic journals. Critical data obtained to identify legal violations that occur in ticket-selling practices, including potential harm to consumers.<sup>3</sup> A comprehensive analysis of literature sourced from various references will be conducted, ensuring that it is comprehensive enough to support the hypotheses and ideas presented.

---

<sup>1</sup> Latri, T. M., & Isnaeni, M. (2019). "Perlindungan Hukum Atas Pembeli Tiket Sepakbola Melalui Situs Resmi Online Saat Pertandingan Sepakbola Dibatalkan Oleh Pihak Yang Berwenang Atas Dasar Pertimbangan Keamanan". *Perspektif*, 24(3), 185. <https://doi.org/10.30742/perspektif.v24i3.745>

<sup>2</sup> "Kisah Pendukung Timnas Indonesia Tertipu Calo Tiket". (2024). *Tempo.Co, Jakarta*.

<sup>3</sup> Nugroho, Eko Rial, W. P. N. (2020). "Perbuatan Melawan Hukum Berupa Pelanggaran Hak Cipta Terhadap Pemegang Lisensi Hak Cipta". *Journal of Intellectual Propert*, 3(2), 53–79. <https://doi.org/10.1134/s0514749219040037>

### 3. Result and Discussion

#### 3.1. Elements of acts against the Law in the sale of Indonesian vs. Australia football tickets

Acts against the law in civil law can be called *onrechtmatige daad*. And the article that regulates this is in article "1365 of the Criminal Code". According to experts in his book "Affairs Against the Law" explains that there must be 4 conditions as follows:

1. Contrary to the perpetrator's legal obligations,

Legal obligations refer to rules or regulations that are regulated by law and must be obeyed by all individuals and institutions. In the context of buying and selling tickets, the perpetrator (seller or buyer) has an obligation to follow the applicable law.

Example: If a ticket seller sells an invalid ticket or an expired ticket, then the act is contrary to the perpetrator's legal obligation. The perpetrator must also comply with regulations governing price transparency, refunds, and consumer protection. Violation of this obligation may result in legal sanctions.

2. Contrary to other people's subjective rights,

A subjective right is a right held by an individual protected by law. In the context of ticket sales, each buyer has the right to a valid ticket and is not deceived.

Example: If a ticket seller sells the same ticket to some people, or sells the ticket at a very unusual price for no apparent reason, then the act violates the subjective rights of others. Buyers are entitled to a valid ticket and do not suffer losses due to the actions of the individual.

3. Contrary to decency,

Decency refers to the moral and ethical standards adopted in a society. Behavior that violates decency is conduct that is considered unethical or violates moral values.

Example: Selling tickets in fraudulent ways, such as using false information or withholding tickets to market for a much higher value. (praktik scalping) may be considered contrary to decency. People generally expect honest and transparent transactions, and acts that violate this norm can be considered unlawful.<sup>4</sup>

4. Contrary to propriety, precision and prudence.<sup>5</sup>

<sup>4</sup> Sari, I. (2020). "Perbuatan Melawan Hukum (PMH) Dalam Hukum Pidana Dan Hukum Perdata". *Jurnal Ilmiah Hukum Dirgantara*, 11(1), 53–70. <https://doi.org/10.35968/jh.v11i1.651>

<sup>5</sup> Amanda, N., Yahia, N. E., Poerba, C. A. S., Cheryl, Kafka, G., & , Katrina Anggi Hasian Kaban, D. A. R. (2024). "Gugatan Perbuatan Melawan Hukum Dalam Jual Beli Tiket Konser Coldplay". 3(3), 367. <https://ejurnal.politeknipratama.ac.id/index.php/jhpis/article/download/3941/3768/12394>

Appropriateness, precision, and prudence refer to actions that should be taken in a social and professional context. This includes a responsible attitude in every transaction.

Example: If a ticket seller does not conduct an adequate inspection of the ticket he or she sells, or does not provide a transparent explanation to the consumer. with regard to ticket conditions, such action may be considered inappropriate. For example, selling tickets without providing information about the applicable terms and conditions can result in dissatisfaction and loss to the buyer.

Furthermore, elements of unlawful acts in the practice of selling tickets for Indonesian vs. Australia national team matches include:

1. There is an act against the law,

The actions of ticket sales personnel who violated "Article 1365 of the Criminal Code" regarding the loss that caused several victims caused by the existence of ticket salesmen of Indonesian National Team VS Australia. The act against the law also violates the civil law provisions regarding the sale of original products that have been approved by sellers and buyers.

2. An error and an omission,

The actions of individuals who sell tickets for Indonesian National Team VS Australia who are believed to sell fake tickets can be categorized as intentional acts. These individuals deliberately harmed the community by selling fake tickets. In this case it aims to reap profits for itself or the group. Then the element is clearly fulfilled. And it can also be exposed to "Article 1366 of the Criminal Code" about negligence, if ticket sellers lack to check the authenticity of the tickets they sell and cause losses to others.

3. There is a loss caused,

The victims suffered financial losses. This financial loss can be interpreted as money that has been paid to the ticket seller. Not only that, the victims also experienced deep disappointment because they failed to watch their proud national team live. This may be referred to as non-material loss. This loss could be claimed in a civil suit as an immaterial loss.

4. The existence of a causal relationship between action and loss,

The damage suffered by the victim occurred directly from the actions of the ticket seller. If this act of disobedience does not take place, no harm will arise. This causal relationship became a crucial factor as evidence in the civil lawsuit process, as it clearly showed that the sale of fake tickets was included in the unlawful act.<sup>6</sup>

the principles of civil law:

---

<sup>6</sup> H. Chandra. (2023). "Unsur Perbuatan Melawan Hukum dalam Praktik Peradilan sebuah Studi Kasus". *Jurnal Kewarganegaraan*, 7(1), 1037. <https://journal.upy.ac.id/index.php/pkn/article/view/5159>

### 1. Basic Understanding,

The principles of unlawful conduct in civil law refer to fundamental principles that regulate unlawful behavior and cause harm to others. Such behavior may result in an obligation for the perpetrator to compensate for the loss caused by his actions.<sup>7</sup>

### 2. Principle of Civil Responsibility,

The principle of civil responsibility is based on the principle that any individual who commits an unlawful act is liable to compensate for damages arising from his or her actions.<sup>8</sup> In the case of ticket sales, in the event of a violation of law or dishonest practices, the aggrieved party has the right to file a claim for damages. In general, civil responsibility arises when a person fails to fulfill an obligation, either as stipulated in the contract or as stipulated by law. Contractual obligations arise from relationships deliberately made by parties through a treaty. Meanwhile, non-contractual obligations arise due to the provisions of the law governing them. In this context, legal relations are based not on agreement between the parties involved, but on actions that the law considers to be the basis for creating rights and obligations.

One of the responsibilities stipulated in the law is the obligation to compensate for losses arising from acts against the law (*onrechtmatige daad*), which are not legal. both caused by personal error in accordance with Article 1365 of the Criminal Code and caused by negligence of other parties under the supervision of a person in accordance with Article 1367 of the Criminal Code.<sup>9</sup> In many literature, this type of responsibility is often known by the term qualitative responsibility or vicarious responsibility, this type of responsibility includes the disadvantages caused by the negligence of the other party under one's supervision "Article 1366 of the KUHPER".

### 3.2. Legal settlement on the sale of Indonesian vs Australia football tickets.

There are several ways to solve the problem of unlawful acts. It can be taken from this case, among others there are Litigation Settlement and Non-Litigation, Litigation flow is a legal step taken by a person as a way to resolve a conflict or a problem by both parties in the court. These efforts are made to obtain an incandescent legal decision, in this context, the litigation process will decide who is entitled and who is responsible.<sup>10</sup>

---

<sup>7</sup> Sinaga, N. A. (2018). "Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian". *Binamulia Hukum*, 7(2), 107–120.

<sup>8</sup> Dr.Y.Sari Murti Widiyastuti, S.H., M. H. (2024). "Asas-asas Pertanggung Jawaban Perdata". *Cahaya Atma pustaka*.

<sup>9</sup> Idayanti, S., & Dian Aryani, F. (2019). "Tanggung Jawab Pelaku Usaha Terhadap Kerugian Akibat Perbuatan Melawan Hukum dalam Pelaksanaan Perjanjian E-Logistics". *Diktum: Jurnal Ilmu Hukum*, 7(1), 68–81. <https://doi.org/10.24905/diktum.v7i1.68>

<sup>10</sup> Pahlevi, R. R., Zaini, Z. D., & Hapsari, R. A. (2021). "Analisis Perbuatan Melawan Hukum (Onrechtmatigedaad) Terhadap Sengketa Kepemilikan Hak Atas Tanah". *Pagaruyuang Law Journal*, 5(1), 18–28. <https://doi.org/10.31869/plj.v5i1.2826>

A litigation path is one of the legal efforts made by a person or party involved in a conflict or dispute, with the aim of settling the matter through a judicial process. This process serves as an official means used to seek a fair settlement under the current law. In Litigation, the parties involved are expected to accept a judicial decision that already has irrevocable legal force (*inkracht*). To resolve the dispute they face, where the decision will state who is entitled and who is infringing under the provisions of the applicable law.

### Understanding of Litigation Paths

Litigation comes from the word "*litigare*" meaning litigation or dispute. In legal contexts, litigation refers to the process of resolving disputes conducted through formal legal procedures in a court of law.<sup>11</sup> In general, those who feel aggrieved (the plaintiff) will take their problems to the court to request a legal decision from the competent judge. This route is expected to provide legal clarity regarding Who was right and who was wrong in the dispute.<sup>12</sup> Litigation may occur in various legal areas, such as civil law, criminal law, administration, or government administration, and may involve parties such as individuals, legal entities, corporations, or government agencies.<sup>13</sup>

The main purpose of the litigation route is to obtain legal and *incracht* (fixed legal force) rulings from the court. Here are some of the goals of Litigation:

1. Seeking Legal Truth: The path of litigation is aimed at determining the legitimate and guilty parties based on existing evidence and facts, in accordance with the applicable legal regulations. This process involves fair and structured evaluation by the court.
2. Resolving Disputes Fairly: Through the Litigation Path, disputes arising between two or more parties are expected to be resolved fairly under the applicable law. Binding court rulings provide clarity and legal certainty for both parties.
3. Enforcing Rights: Litigation provides an opportunity for those who feel their rights are violated or harmed to claim their rights before the court and get legal protection.
4. Achieving Legal Certainty: With the publication of a final and binding court decision, litigation ensures that there is legal certainty that all parties involved must follow.

### Benefits of Litigation:

1. Legal Certainty: The court's binding decision gives legal certainty to the parties in dispute.

<sup>11</sup> Dewi, N. M. T. (2022). "Penyelesaian Sengketa Non Litigasi Dalam Penyelesaian Sengketa Perdata". *Jurnal Analisis Hukum*, 5(1), 81–89. <https://doi.org/10.38043/jah.v5i1.3223>

<sup>12</sup> Rosita. (2021). "Alternatif Dalam Penyelesaian Sengketa (Litigasi Dan Non Litigasi)". *Al-Bayyinah: Journal of Islamic Law*, VI(2), 85–98.

<sup>13</sup> Nugroho, Eko Rial, W. P. N. (2020). "Perbuatan Melawan Hukum Berupa Pelanggaran Hak Cipta Terhadap Pemegang Lisensi Hak Cipta". *Journal of Intellectual Propert*, 3(2), 53–79. <https://doi.org/10.1134/s0514749219040037>



2. **Structured Resolution:** Litigation provides clear and orderly procedures for resolving disputes.
3. **Rights Protection:** Those who feel disadvantaged can get rights protection through this route.
4. **Access to a Legal Court:** Litigation gives the parties in dispute an opportunity to obtain a decision from the competent institution, namely the court.

#### Lack of Litigation:

1. **Time - Taking Process:** Litigation often takes a long time, especially if there are further legal efforts such as appeals or cassation.
2. **Expensive Cost:** Litigation requires considerable costs, including attorney fees and court costs.
3. **Formal and Rigid Process:** Litigation requires the parties involved to follow formal and often difficult procedures for the inexperienced.

Meanwhile, Non-Litigation settlement is a settlement that is carried out outside the court. This approach prioritizes negotiation, mediation, or arbitration as a method of resolution that can be agreed upon by the parties to the dispute. In the context of disputes concerning acts against the law regarding the sale and purchase of ball tickets, Non-Litigation resolution is considered more effective and efficient than litigation lines, as it reduces the cost, time, and potential damage to the relationship between the parties involved.<sup>14</sup> It is felt that this is more effective and efficient because there are various ways to solve and find a way out of this problem, including:

1. A negotiation is a form of agreement made by deliberation by both parties or other parties concerned to reach an agreement to be agreed upon by both parties.
2. Mediation is a dispute resolution process involving a neutral third party to help both parties reach an agreement, without either side. Then the purpose of the arrival of a mediator as a third party is to find an agreement and make a peace letter that must be signed by the mediator. However, if they still do not get an agreement between the two parties, then the solution path that must be carried out is the court's path with a forced effort.<sup>15</sup>
3. Arbitration is carried out if Negotiation and Mediation fail to reach an agreement, then arbitration can be the next step. Arbitration is a method of dispute resolution in

---

<sup>14</sup> Para Mestri, A., & Suryono, A. (2024). "Penyelesaian Sengketa Wanprestasi Jual Beli Online Pada Pembayaran Metode Cash On Delivery ( COD ) Di Marketplace Shopee". *Demokrasi: Jurnal Riset Ilmu Hukum, Sosial Dan Politik*, 1(2), 161–162.

<sup>15</sup> Fajriani, P. (2019). "Wanprestasi Penerima Kuasa Pembeli Dalam Perjanjian Jual Beli Tiket Pesawat Udara". *Jurnal Bidang Hukum Keperdataan*, 3(November), 739–750.

which a third party, called an "arbiter," listens to the opinions of the two opposing parties and gives decisions that have binding power to all parties.<sup>16</sup>

4. Conciliation has a similar process to Mediation, but it is more formal and often involves third parties who play a more active role in providing solutions. Conciliation can be carried out at consumer institutions or trade associations to find solutions that can satisfy both parties involved.<sup>17</sup>

### Benefits of Non-Litigation Settlement in Cases of Acts Against Laws relating to the Buying and Selling of Ball Tickets

Dispute resolution through the Non-Litigation route offers various advantages, especially in the case of buying and selling ball tickets:

1. **Time Efficiency:** Dispute resolution using Negotiation, Mediation, or Arbitration methods tends to be more efficient and faster than Litigation Paths in court, which can take a long time, even up to years.
2. **Lower Costs:** Litigation Process often requires huge costs, both for lawyers and court costs. Non-Litigation settlement is usually cheaper because it does not require formal proceedings in court.
3. **Flexibility:** Non-Litigation dispute resolution offers a more flexible process, in which the solution can be tailored to the needs of each party involved. The parties to the dispute have the freedom to reach an agreement that is considered fair and mutually beneficial.
4. **Maintaining a Good Relationship:** One of the main advantages of completing Non-Litigation is that it allows the parties to maintain a good relationship, which is important in business relationships or between individuals.
5. **Privacy:** Resolution of disputes without involving courts. maintain confidentiality of information that may be sensitive to the parties involved.<sup>18</sup>

From a legal standpoint, the concept of compensation is divided into two main categories. First, there is compensation caused by breach of contract, and second, compensation arising from legal provisions, including compensation for unlawful acts.<sup>19</sup> Although there are some similarities between compensation for breach of contract and compensation for unlawful acts, there are also many differences between the two. One example of such differences is punitive

<sup>16</sup> Ainun Fadillah, F., & Amalia Putri, S. (2021). "Alternatif Penyelesaian Sengketa Dan Arbitrase (Literature Review Etika)". *Jurnal Ilmu Manajemen Terapan*, 2(6), 744–756. <https://doi.org/10.31933/jimt.v2i6.486>

<sup>17</sup> Widodo, T. (2016). "Penyelesaian Secara Konsiliasi Dalam Penyelesaian Perselisihan Hubungan Industrial Menurut UU No. 2 Tahun 2004". *Jurnal Warta*, 9(2).

<sup>18</sup> Kusuma Putra, R., Kalsum, U., Gusmarani, R., & Sony, E. (2024). "Efektivitas Penyelesaian Sengketa Secara Non Litigasi". *Jurnal Kolaboratif Sains*, 7(6), 2200–2206. <https://doi.org/10.56338/jks.v7i6.5548>

<sup>19</sup> Wahyun, W. (2022). "Tuntutan Ganti Rugi Dalam Perbuatan Melawan Hukum". *Hukum Online*.



damages, otherwise known as "*punitive damages*". This type of compensation is usually accepted in the context of acts contrary to the law, but it is difficult to accept in cases of breach of contract. Penalty compensation is the amount of money given to the victim at a value that exceeds the actual amount of loss. They are natural, and the goal is to punish the perpetrators of unlawful acts. Because the amount is larger than the real loss, this compensation is often referred to as "smart money".

There are several types of punitive damages known in law:

1. Nominal compensation: This compensation is given when there is a deliberate against the law, but it does not cause a clear loss to the victim. Under these conditions, the victim can receive compensation in the form of money, which is considered appropriate, without taking into account the actual loss. It's called symbolic compensation.
2. Compensation compensation: This payment is given to victims based on the actual loss they incurred due to unlawful acts. Therefore, this type of compensation is often referred to as real compensation. Examples of these losses include costs incurred by victims, loss of income, pain and suffering, as well as psychological effects such as stress, humiliation, and reputation damage.
3. Penalty compensation: This refers to the payment of compensation that is much larger than the actual loss. Typically, this type of compensation is provided in cases involving extremely violent or intentional high-intensity acts. For example, this can be applied to cases of extreme persecution of a person with heartless actions.<sup>20</sup>

As previously explained, a person who commits unlawful acts or fails to fulfill his or her obligations must compensate for the loss. Therefore, it is important to understand the types of demands that can be made in cases involving unlawful acts and achievements. As a first step, we will consider the requirements relating to acts that conflict with the law.

In Article 1365 of the Code of Civil Procedure, there are several types of charges that can be filed, including:

- a) Compensation in the form of recovery or return of a condition to its original state.
- b) Declaration that the act is against the law.
- c) Instructions for stopping certain actions.
- d) Abolish something done illegally.
- e) Submission of decisions or results of improvements made.

---

<sup>20</sup> Apriani, T. (2021). "Konsep Ganti Rugi Dalam Perbuatan Melawan Hukum Dan Wanprestasi Serta Sistem Pengaturannya Dalam Kuh Perdata". *Ganec Swara*, 15(1), 929. <https://doi.org/10.35327/gara.v15i1.193>

Indemnity isn't always money. The purpose of Article 1365 of the Civil Code is to return the victim to the original condition, or at least to the attainable state if the unlawful act does not occur. Therefore, the emphasis is on concrete recovery, which is more relevant than simply providing compensation in the form of money, since money only serves as a substitute for value.

Victims of unlawful acts have the right to demand compensation in the form of goods or services. They can also request the restitution of the original condition (restitution in integrum) and demand that the court declare the perpetrator's actions to be unlawful. In this case, the victim may request the court to issue the statement without applying for compensation. In addition, the victim has the right to ask the court to prohibit perpetrators from taking similar actions in the future. If the perpetrator still does not comply with the decision to return the original condition, then the perpetrator can be charged a fine as a penalty.

In civil law, the protection of the victim who was harmed, such as the case of buying and selling tickets for Indonesian vs Australian national football involving Ardiansyah and his lover Nuriyati, can be carried out through a lawsuit for damages based on the principles of bond and consumer protection. In a civil context, the victim who was harmed has the right to claim compensation for damages arising from the act. This is reflected in the "Article 1365" of the Civil Code, which states that any act that violates the law and harms others is obligated to compensate for the damages arising from the act.<sup>21</sup> Therefore, Articles 1 2 and 3 are used as legal basis to explain the position of each party. Article 1 number 2 states that a consumer is any individual who acts as a user of goods and/or services, and Article 1 number 3 states that a business operator is any individual or agency, either independently or within a group, that conducts or conducts business activities through agreements.

In addition, Article 1, numbers 2 and 3, address this issue. Article 5 letter H regulates a consumer's right to receive compensation, compensation, or compensation if the goods or services received are not as promised. Meanwhile, Article 7 letter G regulates the obligations of business actors, especially related to the responsibility of football ticket sellers. This section stipulates the obligation of the perpetrator to compensate, compensate, or replacement if the goods or services provided are not in accordance with the agreement or pledge already made.<sup>22</sup>

In addition, the Consumer Protection Act No. 8 of 1999 also provides a strong legal basis for consumers who are disadvantaged by dishonest or detrimental business practices. Article 4 of the Consumer Protection Act regulates that consumers have the right to effective legal protection, including the protection of adverse business practices.<sup>23</sup> In this case, the victims

<sup>21</sup> Jeremiah, M., & Rasji, R. (2024). "Perlindungan Hukum Terhadap Korban Penipuan Melalui Gugatan Ganti Rugi Secara Class Action (Dalam Kasus Aplikasi Trading Binomo Yang Dilakukan Indra Kenz)". *Ranah Research : Journal of Multidisciplinary Research and Development*, 6(4), 1051–1064. <https://doi.org/10.38035/rrj.v6i4.963>

<sup>22</sup> Iskandar, H. (2019). "Akibat Hukum Wanprestasi Pada Kasus Pembatalan Konser Musik". *Jurnal Justiciabelen*, 1(2), hal 233-240.

<sup>23</sup> Cahya, A. N., & Sudiro, A. A. (2024). "Perlindungan Hukum Terhadap Konsumen (Studi Kasus Informasi Flash

who were harmed, such as in the case of buying and selling tickets for Indonesian National Team VS Australia, can file a lawsuit for compensation, as a way to demand collective recovery of losses. The lawsuit is based on two rules of law, Article 1365 of the Civil Code, which is used to claim compensation for damages arising from unlawful acts by irresponsible ticket salesmen, and Article 4 of the Consumer Protection Act, which aims to ensure the protection of consumer rights. Thus, this compensation lawsuit is a step to uphold consumer rights and provide fair and effective protection for those who are harmed due to unauthorized business practices, in accordance with the provisions of civil law in Indonesia.

#### 4. Conclusion

In the context of the unlawful acts that occurred in the sale of tickets for the Indonesian VS Australia match, there are losses that arise both materially and immaterially. Based on the Civil Accountability Principle, perpetrators of Acts Against the Law are obliged to compensate for the losses arising from these acts. This is in accordance with Article 1365 of the Civil Code, which regulates these actions and causes losses to others. In this context, Article 1366 of the Criminal Code is documented about negligence and Article 1367 of the Criminal Code is documented about responsibility for the actions of others under supervision, it can also be included to strengthen the legal basis of civil responsibility for the perpetrators. Legal settlement related to the sale of football tickets can be done through two main approaches, Litigation and Non-Litigation. Settlement through litigation involves legal proceedings in court to resolve disputes. Non-Litigation involves methods of mediation, negotiation, arbitration, or conciliation. The aggrieved party has the right to receive nominal compensation, compensation, or punishment, depending on the nature and extent of the loss. In all, resolution through Non-Litigation is recommended to help reduce time, cost, and maintain harmonious relationships between the parties involved.

#### 5. References

##### Journals:

- Agung Nugroho, M. A. (2019). Perlindungan Hukum Konsumen Bagi Suporter Sepak Bola Bertiket Yang Ditolak Masuk Stadion. *Qistie*, 12(1), 73–84.  
<https://doi.org/10.31942/jqi.v12i1.2711>
- Ainun Fadillah, F., & Amalia Putri, S. (2021). Alternatif Penyelesaian Sengketa Dan Arbitrase (Literature Review Etika). *Jurnal Ilmu Manajemen Terapan*, 2(6), 744–756.  
<https://doi.org/10.31933/jimt.v2i6.486>
- Amanda, N., Yahia, N. E., Poerba, C. A. S., Cheryl, Kafka, G., & , Katrina Anggi Hasian Kaban, D. A. R. (2024). *Gugatan Perbuatan Melawan Hukum Dalam Jual Beli Tiket Konser Coldplay*. 3(3), 367.  
<https://ejurnal.politeknikpratama.ac.id/index.php/jhpis/article/download/3941/3768/12394>
- Apriani, T. (2021). Konsep Ganti Rugi Dalam Perbuatan Melawan Hukum Dan Wanprestasi

- Serta Sistem Pengaturannya Dalam Kuh Perdata. *Ganec Swara*, 15(1), 929. <https://doi.org/10.35327/gara.v15i1.193>
- Cahya, A. N., & Sudiro, A. A. (2024). Perlindungan Hukum Terhadap Konsumen (Studi Kasus Informasi Flash Sale Menyesatkan Bagi Konsumen). *Unes Law Review*, 06(03), 7839–7849. <https://doi.org/10.31933/unesrev.v6i3>
- Dewi, N. M. T. (2022). Penyelesaian Sengketa Non Litigasi Dalam Penyelesaian Sengketa Perdata. *Jurnal Analisis Hukum*, 5(1), 81–89. <https://doi.org/10.38043/jah.v5i1.3223>
- Fajriani, P. (2019). Wanprestasi Penerima Kuasa Pembeli Dalam Perjanjian Jual Beli Tiket Pesawat Udara. *Jurnal Bidang Hukum Keperdataan*, 3(November), 739–750.
- H. Chandra. (2023). Unsur Perbuatan Melawan Hukum dalam Praktik Peradilan sebuah Studi Kasus. *Jurnal Kewarganegaraan*, 7(1), 1037. <https://journal.upy.ac.id/index.php/pkn/article/view/5159>
- Idayanti, S., & Dian Aryani, F. (2019). Tanggung Jawab Pelaku Usaha Terhadap Kerugian Akibat Perbuatan Melawan Hukum dalam Pelaksanaan Perjanjian E-Logistics. *Diktum : Jurnal Ilmu Hukum*, 7(1), 68–81. <https://doi.org/10.24905/diktum.v7i1.68>
- Iskandar, H. (2019). Akibat Hukum Wanprestasi Pada Kasus Pembatalan Konser Musik. *Jurnal Justiciabelen*, 1(2), hal 233-240.
- Jeremiah, M., & Rasji, R. (2024). Perlindungan Hukum Terhadap Korban Penipuan Melalui Gugatan Ganti Rugi Secara Class Action (Dalam Kasus Aplikasi Trading Binomo Yang Dilakukan Indra Kenz). *Ranah Research : Journal of Multidisciplinary Research and Development*, 6(4), 1051–1064. <https://doi.org/10.38035/rrj.v6i4.963>
- Kusuma Putra, R., Kalsum, U., Gusmarani, R., & Sony, E. (2024). Efektivitas Penyelesaian Sengketa Secara Non Litigasi. *Jurnal Kolaboratif Sains*, 7(6), 2200–2206. <https://doi.org/10.56338/jks.v7i6.5548>
- Latri, T. M., & Isnaeni, M. (2019). Perlindungan Hukum Atas Pembeli Tiket Sepakbola Melalui Situs Resmi Online Saat Pertandingan Sepakbola Dibatalkan Oleh Pihak Yang Berwenang Atas Dasar Pertimbangan Keamanan. *Perspektif*, 24(3), 185. <https://doi.org/10.30742/perspektif.v24i3.745>
- Nugroho, Eko Rial, W. P. N. (2020). Perbuatan Melawan Hukum Berupa Pelanggaran Hak Cipta Terhadap Pemegang Lisensi Hak Cipta. *Journal of Intellectual Propert*, 3(2), 53–79. <https://doi.org/10.1134/s0514749219040037>
- Pahlevi, R. R., Zaini, Z. D., & Hapsari, R. A. (2021). Analisis Perbuatan Melawan Hukum (Onrechtmatigedaad) Terhadap Sengketa Kepemilikan Hak Atas Tanah. *Pagaruyuang Law Journal*, 5(1), 18–28. <https://doi.org/10.31869/plj.v5i1.2826>
- Para Mestri, A., & Suryono, A. (2024). Penyelesaian Sengketa Wanprestasi Jual Beli Online Pada Pembayaran Metode Cash On Delivery ( COD ) Di Marketplace Shopee. *Demokrasi: Jurnal Riset Ilmu Hukum, Sosial Dan Politik*, 1(2), 161–162.
- Rosita. (2021). Alternatif Dalam Penyelesaian Sengketa (Litigasi Dan Non Litigasi). *Al-Bayyinah: Journal of Islamic Law*, VI(2), 85–98.
- Sari, I. (2020). Perbuatan Melawan Hukum (PMH) Dalam Hukum Pidana Dan Hukum Perdata. *Jurnal Ilmiah Hukum Dirgantara*, 11(1), 53–70. <https://doi.org/10.35968/jh.v11i1.651>
- Sinaga, N. A. (2018). Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian. *Binamulia Hukum*, 7(2), 107–120.



**Jurnal Daulat Hukum**  
Volume 7 No. 4, December 2024  
ISSN: 2614-560X  
**SINTA 3** Decree No.  
0547/ES/DT.05.00/2024  
Dated May 15, 2024

*Acts Against the Law in the Buying and Selling of ...*  
**(Muhammad Naufal Asyrafi)**

Widodo, T. (2016). Penyelesaian Secara Konsiliasi Dalam Penyelesaian Perselisihan Hubungan Industrial Menurut UU No. 2 Tahun 2004. *Jurnal Warta*, 9(2).

**Books:**

Dr.Y.Sari Murti Widiyastuti, S.H., M. H. (2024). *Asas-asas Pertanggung Jawaban Perdata*. Cahaya Atma pustaka.

**Internet:**

*Kisah Pendukung Timnas Indonesia Tertipu Calo Tiket*. (2024). Tempo.Co, Jakarta.

Wahyun, W. (2022). *Tuntutan Ganti Rugi Dalam Perbuatan Melawan Hukum*. Hukum Online.