

Freeze Clauses in Indonesian Esports Contracts: Legal Protection and the Principle of Balance

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Abstract

The rapid growth of the esports industry in Indonesia has led to increasingly structured employment contracts between players and teams. Among the most contentious provisions is the freeze clause, which grants teams the authority to suspend players' professional activities without clear justification, time limits, or compensation. This study aims to examine the legality of such clauses within the framework of Indonesian contract law, focusing on the principle of balance and the protection of parties in unequal bargaining positions. Employing a normative juridical methodology, this research uses statutory analysis and case-based interpretation to evaluate the enforceability of freeze clauses. The findings reveal that when applied unilaterally, freeze clauses violate the principle of good faith and may constitute *misbruik van omstandigheden* (abuse of circumstances). Such clauses not only disrupt the professional careers of esports players but also undermine the foundational values of fairness and reciprocity in contract law. The originality of this research lies in its legal scrutiny of esports contract practices, a relatively underexplored area in Indonesian legal scholarship. The study highlights the urgent need for contract reforms and the development of protective legal standards within the esports industry. It also offers practical pathways for dispute resolution – through mediation, arbitration, or litigation – providing strategic guidance for players seeking justice.

INTRODUCTION

The electronic sports industry, also known as eSports, has experienced a boom in popularity and revenue in recent years, with professional leagues and teams sprouting worldwide. It is a space in which video games, professional players, team franchises, fans, sponsors, and league organizers converge to form a new market that is expected to exceed one billion dollars in revenue in 2020. The meteoric rise of the electronic sports industry is undeniable and everyone, including professional sports owners, celebrities and venture capital firms, wants to be a part of this space.¹ There are two prevailing theories regarding how to regulate this booming industry and its actors as it continues to grow. The first suggests creating a highly centralized, global governing body to standardize the rules and procedures for international e-sports, thereby creating a system to govern the interactions between game developers and downstream actors, that additionally serves to stabilize the industry and solidify sponsor investment and fan expectations. The second proposes expanding host nations' antitrust laws in order to curb the incredible amount of control game developers have over individual e-sports and allow market forces to keep the developers in check.²

Currently, the development of the esports industry in Indonesia is showing significant growth. This can be seen through the increasing number of professional tournaments, esports organizations, and players who pursue esports as their main profession. In 2020, the Ministry of Youth and Sports, together with the Indonesian National Sports Committee (KONI), officially recognized esports as a competitive sport in Indonesia.³ By 2022, Indonesia ranked third globally in terms of the highest number of gamers, with a percentage of 94.7%, following the Philippines at 96.4%. This data shows

¹ Jackson Wong, "More than Just a Game: The Labor and Employment Issues within ESports," *UNLV Gaming LJ* 11 (2020): 123, <https://scholars.law.unlv.edu/glj/vol11/iss1/5/>.

² Andrew Ramstad, "Level-Up: Towards A More Competitive & Labor-Friendly E-Sports Industry," *Brooklyn Journal of International Law* 46, no. 2 (2020): 671, <https://brooklynworks.brooklaw.edu/bjil/vol46/iss2/9/>.

³ Adhiputro Pangarso Wicaksono, "Pengakuan Electronic Sports (ESports) Sebagai Cabang Olahraga Dalam Perspektif Tujuan Hukum Gustav Radbruch," in *Proceeding of Conference on Law and Social Studies*, 2021, 1-9, <https://prosiding.unipma.ac.id/index.php/COLaS/article/view/1850>.

that the majority of players are between the ages of 16 and 64.⁴ One of the most popular online games in the esports scene is *Mobile Legends: Bang Bang (MLBB)*. This game, developed by Moonton, belongs to the MOBA (Multiplayer Online Battle Arena) genre and has millions of active players in Indonesia. MLBB often serves as a main event in both national and international tournaments, such as the *Mobile Legends Professional League (MPL)* and the *SEA Games*. Today, many young people aspire to become professional esports athletes due to the promising financial rewards from playing the games they love. These athletes, commonly known as *pro players*, are often recognized as skilled and competitive individuals in the gaming scene. Esports athletes are professional gamers who earn income from their gameplay and are expected to focus on developing their skills in a particular game.⁵ However, the rapid growth of the esports industry has not been accompanied by adequate legal regulations, especially concerning contractual protection between players and esports team management. Given the economic value that can be generated through gaming expertise, legal certainty and protection for esports professionals have become increasingly important.

Unlike other sports leagues such as the NFL and the NBA, Esports does not have a union or association to negotiate and protect players' rights. Larger brands such as Activision Blizzard have established minimum salaries and benefits packages for players. However, managing other aspects such as player housing, practice times and compensation is left up to the individual teams. The lack of player protections and regulations has allowed many leagues to engage in signing and player management practices solely designed to benefit league ownership organizations.⁶

In practice, the legal relationship between esports players and team management is generally established through a cooperation contract. This contract outlines the rights and obligations of each party, the duration of the partnership, and additional clauses such as

⁴ Agung Sakti Sugito, "Pengaruh Daya Tarik Brand Ambassador Vioentina Susanto Terhadap Brand Awareness Tim Onic Esports (Studi Eksplanatif Kuantitatif Pada Followers Vioentina Susanto Terhadap Brand Awareness ONIC Esports)" (Universitas Atma Jaya Yogyakarta, 2023).

⁵ Seri Mughni Sulubara et al., "Aturan Hukum Terhadap Atlet E-Sport Terkait Kontrak Kerja," *Eksekusi: Jurnal Ilmu Hukum Dan Administrasi Negara* 1, no. 3 (2023): 141-51, <https://doi.org/10.55606/eksekusi.v1i3.467>.

⁶ Brian J. Murphy, "How Esports Contracts Exploit Players," *Entertainment IP Law*, 2025, <https://entertainmentiplaw.com/contracts/how-esports-contracts-exploit-players/?cn-reloaded=1>.

restrictions on promotions, transfers, and other related matters. However, a key issue that often arises is the inclusion of a freeze clause within the contract. A freeze clause refers to a condition in which the management suspends or freezes a player's status either after the contract ends or during a dispute, thereby preventing the player from receiving monthly payments, joining another team, or participating actively in competitions.⁷ This contract freeze practice is essentially intended to protect the interests of the esports team management. Nevertheless, on the other hand, such a policy has the potential to harm the players, especially when it limits their professional freedom and financial rights without clear justification or compensation.

Dalvin Ramadhana Putra, widely known as Hijumee, experienced a freeze contract while playing for Dewa United Esports. After his contract term ended, Hijumee officially left the team. In his statement, he revealed that the only way to end the freeze period was for another party to conduct a buyout of his contract. This indicates that during the freeze period, he did not receive a salary and was not allowed to join another team.⁸ A similar experience was also faced by Adriand Larsen Wong, better known as Drian, a former player of ONIC Esports, who also underwent a contract freeze while affiliated with Dewa United Esports. Drian shared this experience in an interview on Jonathan Liandi's YouTube channel.⁹ According to him, the freeze was imposed because he failed to meet the expectations of the team management. Although not explained in detail, he stated that the team felt he did not contribute as expected. As a result, Dewa United Esports' management decided to freeze his contract. Drian explained that during this period, he did not actively participate in official competitions and did not receive any salary from the team. However, he remained contractually bound and was not permitted to join any other team.

This issue has also drawn attention from the Vice President of ONIC Esports, Paul Denver Lintag Miranda, who stated that freeze contracts are not in accordance with the

⁷ Muhammad Rizzy, "Mengenal Apa Itu Freeze Contract Player Esport MLBB Yang Saat Ini Viral," Kompasiana.com, 2025, <https://www.kompasiana.com/muhammadrizzy0861/67923929ed641505aa0bafb3/mengenal-apa-itu-freeze-contract-player-esport-mlbb-yang-saat-ini-viral>.

⁸ Jihan Putri Safira, "Hijumee Resmi Pamit Dari Dewa United Esports," revivaltv.id, 2025.

⁹ VR Putra, "Apa Itu Freeze Contract Di MLBB Yang Lagi Rame Banget Diperbincangkan," ruber.id, 2025.

applicable laws—whether in the Philippines, Indonesia, or any other country in the world—because these countries are believed to have similar legal standards. According to him, such practices can be highly detrimental, especially for pro players who have sacrificed many aspects of their lives, particularly their education, in order to pursue a career in esports.¹⁰ Meanwhile, Aldean “DeanKT” Tegar Gemilang, former Vice President of EVOS Esports, expressed the view that freeze contracts are typically applied as a last resort when players commit a breach of contract, such as failing to attend training or exhibiting unprofessional behavior. In such cases, the player’s contract is frozen: the duration of the contract continues to run, but the player does not receive a salary and is not allowed to play. DeanKT emphasized that although this practice is controversial, in certain circumstances, freeze contracts are used to maintain discipline and professionalism within the team.¹¹

Based on the various opinions mentioned above, this issue clearly gives rise to legal concerns, particularly regarding the protection of the rights of athletes as professional workers. Employment agreements in the esports industry are often drafted unilaterally by one party—namely, the team management—and contain pre-determined clauses, leaving the other party (the player) with no opportunity to negotiate or modify the terms. This imbalance in negotiation reflects that, in standard form contracts, team management holds a dominant position, while players are often placed in a weaker or disadvantaged position.¹² Contracts resulting from the abuse of one party’s position may conflict with the requirement of a lawful cause (*causa*) as regulated under Article 1320 of the Indonesian Civil Code, which outlines the essential elements for a valid agreement. This highlights the importance of the principle of balance between parties, which serves as a guiding framework for evaluating the fairness of rights and obligations in a contract.

¹⁰ Verdi Hendrawan, “Kritik Coach Yeb Soal Freeze Contract: Kasihan Player-Nya Guys!,” *oneesports.id*, 2025, <https://www.oneesports.id/mobile-legends/kritik-coach-yeb-freeze-contract/>.

¹¹ Cristian Wirana Surbakti, “DeanKT Bahas Masalah Freeze Contract Esports, Tidak Selalu Negatif!,” *oneesports.id*, 2025, <https://www.oneesports.id/mobile-legends/deankt-masalah-freeze-contract-esports/>.

¹² Dwi Atmoko, “Penerapan Asas Kebebasan Berkontrak Dalam Suatu Perjanjian Baku,” *Binamulia Hukum* 11, no. 1 (2022): 81–92, <https://doi.org/10.37893/jbh.v11i1.308>.

Such a condition clearly contradicts the principle of balance upheld in contract law, which states that no party should impose standard clauses unilaterally in an agreement.¹³ Standard form contracts often fail to reflect the principle of balance between the parties.¹⁴ In practice, contracts should be drafted with clauses that are not burdensome to either party and should be clear and unambiguous.¹⁵ According to the principle of balance in contract law, each party to a contract must have equal rights and obligations, and no party should dominate or abuse a stronger bargaining position over the other. This principle is intended to uphold a sense of justice and fairness between the contracting parties.¹⁶

A freeze clause that is unilaterally imposed or not based on a fair agreement may be considered a violation of one or more of the legal requirements for a valid contract. Furthermore, Article 1338 of the Indonesian Civil Code stipulates that every agreement must be executed in good faith. A clause that disproportionately harms one party may breach this principle and could result in legal consequences such as breach of contract (*wanprestasi*) or even be classified as an unlawful act (*perbuatan melawan hukum*). The lack of specific regulations governing employment relationships in the Indonesian esports industry further reinforces the urgency to reassess the validity of contractual clauses such as freeze contracts. There exists a clear discrepancy between practice (*das Sein*) and legal norms or ideals (*das Sollen*). The implementation of freeze clauses by esports teams does not reflect adequate protection of players' rights and disregards the principle of fairness in contractual relationships.

¹³ Marcella Azzahra and Ridha Wahyuni, "Penerapan Asas Kebebasan Berkontrak Dalam Perjanjian Sewa Menyewa Rusunawa Antara Warga Terdampak Penggusuran Dengan Pemprov DKI Jakarta (Studi Kasus Warga Terdampak Penggusuran Yang Menghuni Rusunawa Rawa Bebek)," *Media Hukum Indonesia (MHI)* 2, no. 3 (2024): 542–52, <https://doi.org/10.5281/zenodo.12669848>.

¹⁴ Aryo Dwi Prasnowo and Siti Malikhatun Badriyah, "Implementasi Asas Keseimbangan Bagi Para Pihak Dalam Perjanjian Baku," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 8, no. 1 (2019): 61–75, <https://doi.org/10.24843/JMHU.2019.v08.i01.p05>.

¹⁵ Laurentina Manalu and Wardani Rizkiyanti, "Asas Kebebasan Berkontrak Dan Asas Proporsionalitas Dalam Perjanjian Franchise Indomaret," *Jurnal Interpretasi Hukum* 5, no. 1 (2024): 760–67, <https://doi.org/10.22225/juinhum.5.1.8406.760-767>.

¹⁶ Eva Noviana, Toto Tohir Suriaatmadja, and Rini Irianti Sundry, "Asas Keseimbangan Dalam Perjanjian Kerja Antara Pekerja Dan Pengusaha Dalam Rangka Mewujudkan Keadilan Bagi Para Pihak," *Jurnal Wawasan Yuridika* 6, no. 1 (2022): 84–100, <https://doi.org/10.25072/jwy.v6i1.533>.

Several previous studies have addressed related issues, such as the research conducted by Harianto, A. A. H. (2023) titled *“Good Faith in Contracts for Esports Players and Legal Protection for Esports Players in Indonesia,”* which discusses the principle of good faith in player contracts, but does not specifically examine the legality and ethical implications of freeze contracts. On the other hand, the study by Manaaf, M., Singadimedja, H. N., & Darodjat, R. (2023) entitled *“Protection of Wage Rights for Professional Online Game Players: An Analysis of Labor Legislation”* highlights the importance of protecting players’ rights in the context of esports employment relationships, yet does not focus on the practice of contract freezing. Based on these gaps, it is necessary to conduct a study that analyzes the legal protection for esports athletes subject to freeze clauses in contracts, particularly in light of the principle of balance. This research is expected to contribute to the enhancement of legal protection for esports athletes and to support the development of more just and balanced regulations within the esports industry.

METHOD

In essence, research is a scientific activity related to analysis and construction, carried out methodologically, systematically, and consistently. Methodological means conducted according to a specific method or approach; systematic implies that it is based on a structured framework; and consistent refers to the absence of contradictions within a given conceptual framework. This study employs normative legal research, which means the legal issue is raised, examined, and elaborated by focusing on the application of legal rules and norms found in positive law. This type of research is carried out by analyzing various formal legal sources, such as statutory regulations and legal literature, and linking them to the core issue discussed in this study – namely, the validity of the freeze clause in esports contracts based on the principle of balance. The author applies several approaches, including the statute approach, which involves reviewing relevant laws applicable to the issue being examined. Additionally, the case approach is used to trace legal reasoning through concrete legal events and analyze them within the framework of justice principles. The research also applies the conceptual approach, which allows for a

deeper exploration of contract law theories and the role of the principle of balance in evaluating the validity of freeze clauses in esports contracts. This study utilizes primary legal materials such as the Civil Code and the Manpower Law, as well as secondary legal materials in the form of academic literature and esports contract documents. The author acknowledges the limitations of the normative approach in revealing the dynamic practices within the esports industry, particularly due to the lack of specific sectoral regulations. Therefore, this study also opens opportunities for further empirical-based research.

RESULT AND DISCUSSION

1. Legal Protection for Esports Players Subject to Freeze Clauses in Contracts from the Perspective of the Principle of Balance

The esports industry in Indonesia has experienced rapid growth, marked by the emergence of numerous professional teams and players signing written cooperation contracts. Typically, contracts between players and team management include provisions regarding the duration of the partnership, rights and obligations, revenue sharing, as well as penalty clauses or termination terms. However, in practice, there is one type of clause that raises legal concerns and creates an imbalance in player protection—namely, the freeze contract clause.

The term "freeze contract" refers to a provision in the agreement that allows a team to deactivate a player's status without formally terminating the contract. Under such conditions, the player remains legally bound to the team, but is not permitted to compete, cannot transfer to another team, and does not receive financial compensation. This situation places the player in a stagnant position, which can be both economically and psychologically detrimental.¹⁷ One example of a freeze clause can be found in the Cooperation Agreement Letter of XXX Esports, which states as follows:

"XXX Esports reserves the right to change the status of the Esports Athlete to a stand-in player for an unspecified period or until the expiration of this Agreement, due to reasons related to the performance, discipline, or behavior of the Esports Athlete."

¹⁷ Nathasya Sangayu Puteri, "Mengenal Istilah Freeze Contract Di Dunia Esports," SKOR.id, 2022, <https://skor.id/post/mengenal-istilah-freeze-contract-di-dunia-esports-01415694>.

The clause above illustrates that the management holds unilateral authority to alter the player's status to a stand-in without providing clarity on the duration or any form of protection for the player during the inactive period. It also fails to mention whether the player retains their rights, such as remuneration, training, or access to play, while under the stand-in status.

In general, such a clause can be analogized as a form of "freeze" that resembles the concept of a non-compete clause or garden leave in labor contract law, but without compensation and without a time limit.¹⁸ Within the context of Indonesia's esports industry – which currently lacks a specific legal framework – freeze clauses pose a risk of creating an imbalance of power between teams and players, especially for young players who may not have access to legal counsel when signing contracts. The existence of freeze clauses becomes problematic because they have the potential to violate the principle of fairness and balance in contractual relationships, as recognized under the principle of balance in Indonesian contract law.

In Indonesian contract law, the principle of balance is a fundamental doctrine that emphasizes the equitable distribution of rights and obligations between parties in an agreement. Although this principle is not explicitly stated in the Indonesian Civil Code (KUHPerdata), it can be derived from the general principle set forth in Article 1338(1) of the Civil Code, which states:

"All legally made agreements shall apply as law for those who have made them."

This provision implies that an agreement must be formed based on free consent between parties of equal standing. Furthermore, Article 1320 of the Indonesian Civil Code (KUHPerdata) sets out four essential elements for a valid agreement:

- a. Agreement between the parties binding themselves;
- b. Legal capacity to enter into an agreement;
- c. A specific subject matter; and
- d. A lawful cause.

In contract law doctrine, the principle of balance is used to assess whether an imbalance of power exists in the contractual relationship – one that results in a party

¹⁸ Alcino Azevedo, Paulo J Pereira, and Artur Rodrigues, "Non-Compete Covenants, Litigation and Garden Leaves," *Journal of Business Research* 88 (2018): 197–211, <https://doi.org/10.1016/j.jbusres.2018.03.020>.

being unfairly deprived of rights or overburdened with obligations. This means that a mutual agreement can only be considered binding if it is based on a balanced relationship between individual interests and shared obligations, under equal conditions (*ceteris paribus*), and free from domination or coercion by one party over the other.¹⁹ In this context, the existence of a freeze clause that grants unilateral authority to a team to deactivate a player without clear rights or a defined time limit may be considered a violation of the principle of balance.

As explained by Subekti, a sound agreement must fulfill the element of good faith (*goede trouw*) and fairly safeguard the interests of both parties.²⁰ If a contract is drafted in a one-sided manner, giving one party dominant control over the legal relationship, it may be classified as a unilateral contract that is morally flawed. This aligns with the principle of protection for the weaker party, which is commonly applied in the interpretation of employment contracts or agreements based on long-term relationships.

In the context of esports, players – especially those without agents or legal advisors – are often in an economically and legally unequal position compared to organizations or teams that possess greater resources and contractual control. A freeze clause without compensation or a defined time limit reinforces the dominance of the team over the player, ultimately eroding the principle of fair dealing in agreements. Therefore, when a freeze clause is not accompanied by provisions ensuring minimum protection for the player – such as compensation, time limitations, or the right to raise objections – its legal enforceability becomes questionable from the perspective of the principle of balance. This opens the door to arguments that such a clause may be set aside or even declared invalid, as it fails to reflect a fair and equal contractual relationship between the parties.

The freeze clause in esports player contracts is a provision that grants unilateral authority to team management to suspend a player's status without a clear time limit. In such a position, the player remains bound by the contract but is denied the right to play, transfer to another team, or receive financial compensation. This kind of clause creates

¹⁹ Muhammad Irayadi, "Asas Keseimbangan Dalam Hukum Perjanjian," *HERMENEUTIKA: Jurnal Ilmu Hukum* 5, no. 1 (2021): 98–107, <https://doi.org/10.33603/hermeneutika.v5i1.4910>.

²⁰ Safira Meisya Salsa Bina, "Asas Keseimbangan Dalam Hukum Perjanjian," *Journal Sains Student Research* 1, no. 2 (2023): 871–80, <https://doi.org/10.61722/jssr.v1i2.324>.

space for structural imbalances in the contractual relationship, leading to potentially exploitative conditions. As seen in the sample contract from XXX Esports, the clause states:

“XXX Esports reserves the right to change the status of the Esports Athlete to a stand-in player for an unspecified period or until the expiration of this Agreement...”

The clause does not clearly regulate the rights of the player during the freeze, such as entitlement to remuneration or the right to legal remedy. The player is also not provided with alternatives, such as a fair buyout option or an alternative role within the team. In an ideal legal relationship, every contractual clause should contain clarity, fairness, and reasonable limitations, yet such principles are not reflected in the freeze clause.

From the perspective of the principle of balance, such a clause clearly violates the fundamental notion that the rights and obligations of the parties must be proportionately aligned. The unilateral authority granted to the club – without any control mechanism or limitation on duration – reflects an abuse of contractual power. Moreover, the absence of provisions concerning the player's rights during the freeze period, such as minimum compensation or the right to appeal, indicates a lack of adequate legal protection for the weaker party, namely the player.

In civil law doctrine, there exists the principle of *misbruik van omstandigheden* or abuse of circumstances, which refers to situations where one party exploits the weaker position, pressure, or ignorance of the other party to impose harmful terms or agreements. This concept is often invoked in cases where contracts are signed by individuals who lack strong bargaining power, such as due to age, economic dependency, or lack of legal knowledge regarding the contractual content.²¹ In the case of esports players, this commonly occurs among young athletes or players who do not yet have legal representation and are entirely dependent on the team for their career and income.

The principle of balance in contract law requires that an agreement must ensure reciprocal fairness between the parties.²² Any disparity in the distribution of rights and

²¹ Hanifah Nuraini, Dauri Dauri, and Ricco Andreas, “Paradigma Interpretif Konsep Penyalahgunaan Keadaan (Misbruik van Omstandigheden) Pada Perjanjian Kredit Perbankan,” *Refleksi Hukum: Jurnal Ilmu Hukum* 4, no. 2 (2020): 259–80, <https://doi.org/10.24246/jrh.2020.v4.i2.p259-280>.

²² Niru Anita Sinaga and Tiberius Zaluchu, “Peranan Asas Keseimbangan Dalam Mewujudkan Tujuan Perjanjian,” *Jurnal Ilmiah Hukum Dirgantara* 8, no. 1 (2017): 38–56, <https://doi.org/10.35968/jh.v8i1.137>.

obligations can render a contract legally flawed, both morally and fundamentally, and may even lead to the agreement being set aside by a judge if challenged in court.²³

In line with this, Prof. R. Subekti asserts that if the literal enforcement of a contract leads to injustice, the court has the authority to deviate from the textual content of the agreement. Accordingly, if the execution of a contract results in imbalance or offends the sense of justice, the judge may adjust the rights and obligations contained within the agreement.²⁴

Supreme Court Decisions No. 3641 K/Pdt/2001 and No. 3642 K/Pdt/2001 serve as important jurisprudence affirming that the principle of freedom of contract is not absolute. In both rulings, the Supreme Court emphasized that judges have the authority to assess the equality of bargaining positions between the parties in a contract. If it is found that the agreement was made under conditions where one party was in a weaker position and lacked full freedom to express their will, the contract may be deemed legally defective. The Court took into account that, in practice, inequality in bargaining power often forces one party to accept the terms of the agreement under duress or without fair negotiation. Therefore, even if a contract is formally agreed upon by both parties, the judge has the authority to override or annul part or all of its contents if it is proven to be in conflict with the principles of justice and propriety.²⁵

The ruling affirms that courts may intervene in a contract if it is proven that one of the parties is structurally disadvantaged, particularly when contractual provisions eliminate the fundamental rights of that party without a rational basis. Accordingly, the inclusion of a freeze clause applied to young players or those without legal protection may be considered a form of *misbruik van omstandigheden* (abuse of circumstances), as the team exploits the player's dependency or psychological condition to impose detrimental terms.

²³ Mohammad Kamil Ardiansyah, Dahlil Marjon, and Yussy Adelina Mannas, "Kewenangan Hakim Untuk Melakukan Intervensi Dalam Penyelesaian Perkara Perjanjian Kredit Bank Yang Bertentangan Dengan Nilai-Nilai Keadilan Dan Asas Keseimbangan Berkontrak," *UNES Law Review* 6, no. 1 (2023): 2130–43, <https://doi.org/10.31933/unesrev.v6i1.969>.

²⁴ R Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 1987).

²⁵ Edi Rosadi, "Putusan Hakim Yang Berkeadilan," *Badamai Law Journal* 1, no. 2 (2016): 381–400, <https://doi.org/10.32801/damai.v1i2.1850>. Lihat juga Putusan Mahkamah Agung No. 3641 K/Pdt/2001 dan No. 3642 K/Pdt/2001

The legal relationship between players and esports teams is generally established through civil contracts, and therefore subject to the provisions of the Indonesian Civil Code (KUHPPerdata). In cases where a freeze clause harms one party, particularly when drafted in a one-sided manner, there are legal grounds to examine its validity or fairness. Relevant provisions under the Civil Code include:

- a. Article 1320 of the Civil Code: Conditions for a valid agreement, including “a lawful cause” → a clause that causes harm may be deemed to lack a lawful cause.
- b. Article 1338(3): “Contracts must be performed in good faith.” A freeze clause created without good faith violates this principle.
- c. Article 1339: Judges may interpret the contents of a contract based on customs and propriety.

If a freeze clause violates the principle of fairness or is signed under conditions of ignorance or without legal assistance, it may be subject to annulment on the grounds of flawed consent or *misbruik van omstandigheden* (abuse of circumstances), as previously explained. Although the relationship between players and esports teams is often disguised as a “partnership,” in practice, many cases fulfill the elements of an employment relationship, namely:

- a. The existence of instructions or orders from the team (management);
- b. The existence of work performed;
- c. The provision of wages or fixed compensation.

These three elements correspond to the definition of an employment relationship as stated in Article 1 point 15 of Law No. 13 of 2003 on Manpower. Therefore, labor law protections may be applied analogously to esports players, particularly:

- a. Article 52(1): Employment agreements must be based on mutual consent and may not violate law, morality, or public order.
- b. Article 153(1): Employers are prohibited from terminating employment without lawful and rational grounds.
- c. Article 169: Workers have the right to terminate the employment relationship if treated unfairly by the employer.

A unilaterally imposed and detrimental freeze clause can be considered a form of unfair treatment within an employment relationship, thereby providing a legitimate basis for the player to lawfully terminate the contract. Based on the aforementioned legal grounds, it can be concluded that esports players are entitled to inherent legal protection, both normatively and in principle. A freeze clause that causes unilateral harm not only has the potential to violate civil law and the principle of contractual balance, but may also be subject to annulment on the grounds of abuse of circumstances, bad faith, or violation of the player's normative rights. This legal protection serves as a fundamental basis for players to pursue justice through legal means, as will be further explored in the subsequent discussion on legal dispute resolution mechanisms.

2. Legal Remedies for Esports Players Harmed by the Implementation of Freeze Clauses in Esports Contracts

The freeze clause is a type of contractual provision in the esports industry that grants organizations or teams the authority to restrict a player's movement for a certain period, even after their contract has expired. In practice, this clause may prohibit players from joining other teams, participating in competitions, or earning income from their esports profession during the freeze period. The issue arises when such clauses are enforced without fair financial compensation, such as salary or access to facilities, thereby creating an imbalance between the rights and obligations of the parties to the agreement.

From the perspective of Indonesian civil law, such clauses must be assessed for their legal validity based on the requirements for a valid agreement as stipulated in Article 1320 of the Indonesian Civil Code (KUHPerdata). One of these requirements is the presence of a lawful cause. If a freeze clause is implemented unfairly – such as without a legitimate legal basis or without reasonable reciprocal compensation – it may be deemed to lack a lawful cause. Moreover, the enforcement of such a one-sided clause, without any room for negotiation from the player, may be categorized as a standard contract (*perjanjian baku*) that disadvantages the weaker contractual party.

The application of a freeze clause in esports contracts may cause significant harm to players, particularly when such clauses restrict their right to transfer to another team after the contract period has ended and fail to provide compensation in the form of salary or

other benefits. In practice, these clauses not only risk violating the principle of contractual balance, but may also be classified as a form of breach of contract (*wanprestasi*) or even unlawful act (*perbuatan melawan hukum*), depending on the specific circumstances involved. Under Indonesian civil law, such actions may contravene the principles of balance and good faith, as outlined in Article 1338 of the Indonesian Civil Code (KUHPerdata), which stipulates that agreements must be executed in good faith. Therefore, players have the right to seek legal remedies for any losses incurred. If a legal dispute arises with a specific party, the injured party may file a legal claim before the court to avoid any form of self-administered justice (*eigenrichting*).²⁶

In the context of sports-related disputes, resolution should first be pursued through deliberation and mutual consensus. If no agreement is reached, the matter may then proceed through arbitration or alternative dispute resolution mechanisms, in accordance with the applicable laws and regulations. If dispute resolution through arbitration also fails to produce a settlement, the dispute may subsequently be brought before the court with proper jurisdiction.²⁷

The first step that can be taken by an esports athlete in resolving a dispute is through non-litigation mechanisms, such as negotiation, mediation, or arbitration. This is in accordance with Article 6 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which provides space for the parties to resolve disputes amicably outside the court. In the context of the esports industry, mediation may also be facilitated by institutions such as the Indonesian Esports Central Board (PB ESI), which holds the authority to handle disputes between players and organizations. This alternative is generally considered faster and more efficient than court proceedings, especially when the working relationship between the player and the team is intended to be preserved.

However, if non-litigation efforts fail to produce a resolution, the player has the right to pursue litigation through the civil court. Litigation serves as a last resort (*ultimum*

²⁶ Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia* (Yogyakarta: Liberty, 2009).

²⁷ Seri Mughni Sulubara et al., "Aturan Hukum Terhadap Atlet E-Sport Terkait Kontrak Kerja," *Eksekusi : Jurnal Ilmu Hukum Dan Administrasi Negara* 1, no. 3 (2023): 141–51, <https://doi.org/10.55606/eksekusi.v1i3.467>.

remedium) once alternative dispute resolution mechanisms have been exhausted. In this case, the player may file a lawsuit under two legal approaches.²⁸ First, if the freeze clause is enforced during the contract period, but the team fails to fulfill its obligations such as providing salary or facilities, the player may file a claim based on breach of contract (*wanprestasi*) as stipulated in Article 1243 of the Indonesian Civil Code (KUHPerdata). Second, if the freeze clause is applied after the contract has expired and still restricts the player's freedom without compensation, it may be classified as an unlawful act (*onrechtmatige daad*) under Article 1365 of the Civil Code, as it causes harm to the player without legal justification.

Furthermore, a freeze clause that is unilaterally imposed and non-negotiable by the player may be tested for its validity using the standard contract (*perjanjian baku*) approach. Pursuant to Article 18 paragraph (1) letter a of Law Number 8 of 1999 on Consumer Protection, business actors are prohibited from including clauses that state consumers (in this case, the players) waive their rights or allow the business actor to unilaterally reduce benefits or shift responsibilities. Therefore, an unfair freeze clause may be declared null and void if it violates the principle of fairness and harms the rights of the weaker party.

From a constitutional perspective, a freeze clause that prevents players from working and earning a decent living may also be considered in conflict with Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia, which states that "Every citizen has the right to work and to a decent living for humanity." Any disproportionate restriction on a player's right to work must be evaluated based on principles of propriety, balance, and protection of the citizen's economic rights.

From a legal standpoint, both parties bound by an employment contract between the player and the esports team are, in principle, subject to the prevailing laws in Indonesia. However, in practice, many prominent teams tend to tolerate deviations from these rules, as the majority of players participating in professional esports leagues are minors or adolescents. Consequently, teams often find themselves constrained in enforcing certain

²⁸ Frans Hendra Winarta, *Hukum Penyelesaian Sengketa*, Edisi ke-2 (Jakarta: Sinar Grafika, 2016).

legal standards.²⁹ Thus, esports players who are harmed by the enforcement of a freeze clause have several legal avenues available, including mediation, arbitration, or litigation in court. Legal protection for players is a crucial aspect of ensuring a fair and sustainable esports industry, and of guaranteeing that employment contracts are constructed in accordance with the principles of balance and justice under Indonesian civil law.

CONCLUSION

The freeze clause in esports contracts is essentially a unilateral provision that binds players to a contract without clear rights and obligations during the freeze period – such as the absence of salary, restrictions on transferring to another team, and uncertainty regarding duration. This provision contradicts the principle of balance in Indonesian contract law, which requires a fair distribution of rights and obligations between parties. Moreover, the existence of a freeze clause potentially violates the principle of good faith and the protection of weaker parties, especially when applied to young players or those without legal representation. Therefore, a freeze clause that lacks compensation and time limitations may be considered morally and legally flawed, thus its validity can be questioned.

Esports players who are disadvantaged by the application of a freeze clause have several legal remedies available, both non-litigation routes such as mediation and arbitration, and litigation through the courts. Legally, if a freeze clause is imposed unfairly, without compensation, or continues to restrict the player after the contract has ended, the player may file a lawsuit on the grounds of breach of contract (*wanprestasi*) or unlawful conduct (*perbuatan melawan hukum*). Furthermore, such a clause can be considered a standard clause that is detrimental and violates the constitutional right to work as guaranteed in Article 27 paragraph (2) of the 1945 Constitution. Therefore, legal dispute resolution mechanisms are crucial to ensure justice and legal certainty for esports players facing harmful contractual terms. As a practical implication, it is necessary to establish specific guidelines or regulations regarding esports contracts, either through

²⁹ Rina Auliana et al., “Perlindungan Hukum Terhadap Player E-Sport Yang Dirugikan Oleh Manajemen Yang Menaunginya,” *Badamai Law Journal* 7, no. 2 (2022): 269–89, <https://doi.org/10.32801/damai.v7i2.15870>.

ministerial regulations or industry association codes of ethics. These regulations should include minimum safeguards and limitations for athletes, including clauses on compensation and the duration of any form of player status freeze.

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