

# **RECONSTRUCTION OF LEGAL PROTECTION OF CONSUMERS IN THE AUTHORIZED VEHICLE CARE CREDIT AGREEMENT BASED ON JUSTICE VALUE**

## **ABSTRACT**

The purpose of this study is to analyze the implementation of legal protection to consumers in current motor vehicle loan financing agreements; the implementation of legal protection for consumers in the current motor vehicle loan financing agreement is not based on fair value; and the reconstruction of legal protection for consumers in a fair value-based motor vehicle credit financing agreement.

This type of research used in this dissertation is using sociological juridical research methods. The research approach in this study uses a normative juridical approach. This research was analyzed using qualitative descriptive analysis techniques.

The results of this study are (1) The implementation of legal protection to consumers in motor vehicle loan agreements is regulated in Law Number 8 of 1999 concerning UUPK. In addition there are also Government Regulation Number 57 of 2001 concerning BPKN, Government Regulation Number 58 of 2001 concerning Development and Supervision of Consumer Management Government Regulation Number 59 of 2001 concerning LPKSM, Government Regulation Number 302 of 2001 concerning LPKSM Registration Government Regulation Number 350 of 2001 concerning Duties and Authorities of BPSK Supreme Court Regulation Number 01/2006 concerning Procedures for Filing Objection of BPSK Decree of the Minister of Trade of the Republic of Indonesia Number 13 / M-Dag / Per / 3/2010 concerning Appointment and Dismissal of Members of Consumer Dispute Resolution Board Affairs Number 76/2010 concerning Technical Guidelines for the Selection of Prospective Members of BPSK, and the Secretariat of BPSK, Circular of the Director General of Domestic Trade Number 40 / PDN / SE / 02/2010 concerning Handling and Settlement of Consumer Disputes; (2) The implementation of legal protection for consumers in motor vehicle loan financing agreements is not yet based on justice because there is still the implementation of standard clauses in consumer financing agreements. In addition, financial institutions often do not register the fiduciary guarantee at the Fiduciary Registration Office. Execution of fiduciary guarantees must not violate the principle of consumer protection regarding consumer security and safety as well as legal certainty as regulated in Article 2 of Law Number 8 of 1999. In addition, it must not violate the rights of consumers. Consumers have the right to comfort, security and safety in consuming goods and services; and (3) Reconstruction of legal protection to consumers in a vehicle credit financing agreement based on fair value lies in the obligation to register fiduciary guarantees.

Keywords: *Reconstruction, Legal Protection, Consumer, Credit Financing Agreement, Motorized Vehicles, Fair Value*

# **REKONSTRUKSI PERLINDUNGAN HUKUM TERHADAP KONSUMEN DALAM PERJANJIAN PEMBIAYAAN KREDIT KENDARAAN BERMOTOR BERBASIS NILAI KEADILAN**

## **ABSTRAK**

Tujuan dari penelitian ini untuk menganalisis pelaksanaan perlindungan hukum terhadap konsumen dalam perjanjian pembiayaan kredit kendaraan bermotor saat ini; pelaksanaan perlindungan hukum terhadap konsumen dalam perjanjian pembiayaan kredit kendaraan bermotor saat ini belum berbasis nilai keadilan; serta rekonstruksi perlindungan hukum terhadap konsumen dalam perjanjian pembiayaan kredit kendaraan bermotor berbasis nilai keadilan.

Jenis penelitian yang digunakan dalam disertasi ini adalah menggunakan metode penelitian yuridis sosiologis. Pendekatan penelitian dalam penelitian ini menggunakan pendekatan yuridis normatif. Penelitian ini dianalisis dengan menggunakan teknik analisis deskriptif kualitatif.

Hasil dari penelitian ini adalah (1) Pelaksanaan perlindungan hukum terhadap konsumen dalam perjanjian kredit kendaraan bermotor diatur dalam Undang-Undang Nomor 8 Tahun 1999 tentang UUPK. Selain itu terdapat pula Peraturan Pemerintah Nomor 57 Tahun 2001 tentang BPKN, Peraturan Pemerintah Nomor 58 Tahun 2001 tentang Pembinaan dan Pengawasan Penyelenggaraan Konsumen Peraturan Pemerintah Nomor 59 Tahun 2001 tentang LPKSM, Peraturan Pemerintah Nomor 302 Tahun 2001 tentang Pendaftaran LPKSM Peraturan Pemerintah Nomor 350 Tahun 2001 tentang Tugas dan Wewenang BPSK Peraturan Mahkamah Agung Nomor 01/2006 tentang Tata Cara Pengajuan Keberatan Terhadap Keputusan BPSK Peraturan Menteri Perdagangan Republik Indonesia Nomor 13/M-Dag/Per/3/2010 tentang Pengangkatan dan Pemberhentian Anggota Badan Penyelesaian Sengketa Konsumen Keputusan Direktur Jenderal Perdagangan Dalam Negeri Nomor 76/2010 tentang Juknis Tata Cara Pemilihan Calon Anggota BPSK, dan Sekertariat BPSK, Surat Edaran Direktur Jenderal Perdagangan Dalam Negeri Nomor 40/PDN/SE/02/2010 tentang Penanganan dan Penyelesaian Sengketa Konsumen; (2) Pelaksanaan perlindungan hukum terhadap konsumen dalam perjanjian pembiayaan kredit kendaraan bermotor belum berbasis keadilan dikarenakan masih adanya penerapan klausula baku dalam perjanjian pembiayaan konsumen. Selain itu biasanya lembaga pembiayaan juga sering tidak mendaftarkan jaminan fidusia tersebut ke Kantor Pendaftaran Fidusia. Eksekusi jaminan fidusia tidak boleh melanggar asas perlindungan konsumen tentang keamanan dan keselamatan konsumen serta kepastian hukum sebagaimana diatur dalam Pasal 2 Undang-Undang Nomor 8 Tahun 1999. Disamping itu juga tidak boleh melanggar hak-hak konsumen. Konsumen berhak atas kenyamanan, keamanan dan keselamatan dalam mengkonsumsi barang

dan jasa; serta (3) Rekonstruksi perlindungan hukum terhadap konsumen dalam perjanjian pembiayaan kredit kendaraan bermotor yang berbasis nilai keadilan terletak pada kewajiban pendaftaran jaminan fidusia.

Kata Kunci: *Rekonstruksi, Perlindungan Hukum, Konsumen, Perjanjian Pembiayaan Kredit, Kendaraan Bermotor, Nilai Keadilan.*

# **RECONSTRUCTION OF LEGAL PROTECTION OF CONSUMERS IN THE AUTHORIZED VEHICLE CARE CREDIT AGREEMENT BASED ON JUSTICE VALUE**

## **ABSTRACT**

The purpose of this study is to analyze the implementation of legal protection to consumers in current motor vehicle loan financing agreements; the implementation of legal protection for consumers in the current motor vehicle loan financing agreement is not based on fair value; and the reconstruction of legal protection for consumers in a fair value-based motor vehicle credit financing agreement.

This type of research used in this dissertation is using sociological juridical research methods. The research approach in this study uses a normative juridical approach. This research was analyzed using qualitative descriptive analysis techniques.

The results of this study are (1) The implementation of legal protection to consumers in motor vehicle loan agreements is regulated in Law Number 8 of 1999 concerning UUPK. In addition there are also Government Regulation Number 57 of 2001 concerning BPKN, Government Regulation Number 58 of 2001 concerning Development and Supervision of Consumer Management Government Regulation Number 59 of 2001 concerning LPKSM, Government Regulation Number 302 of 2001 concerning LPKSM Registration Government Regulation Number 350 of 2001 concerning Duties and Authorities of BPSK Supreme Court Regulation Number 01/2006 concerning Procedures for Filing Objection of BPSK Decree of the Minister of Trade of the Republic of Indonesia Number 13 / M-Dag / Per / 3/2010 concerning Appointment and Dismissal of Members of Consumer Dispute Resolution Board Affairs Number 76/2010 concerning Technical Guidelines for the Selection of Prospective Members of BPSK, and the Secretariat of BPSK, Circular of the Director General of Domestic Trade Number 40 / PDN / SE / 02/2010 concerning Handling and Settlement of Consumer Disputes; (2) The implementation of legal protection for consumers in motor vehicle loan financing agreements is not yet based on justice because there is still the implementation of standard clauses in consumer financing agreements. In addition, financial institutions often do not register the fiduciary guarantee at the Fiduciary Registration Office. Execution of fiduciary guarantees must not violate the principle of consumer protection regarding consumer security and safety as well as legal certainty as regulated in Article 2 of Law Number 8 of 1999. In addition, it must not violate the rights of consumers. Consumers have the right to comfort, security and safety in consuming goods and services; and (3) Reconstruction of legal protection to consumers in a vehicle credit financing agreement based on fair value lies in the obligation to register fiduciary guarantees.

Keywords: *Reconstruction, Legal Protection, Consumer, Credit Financing Agreement, Motorized Vehicles, Fair Value*