



## Legal Protection Of Consumers In Credit Car Sales Agreements (Study At Pt BII Finance Center)

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### ABSTRACT

*In addition to the sale and purchase as regulated in Article 1457 of the Civil Code, in practice other buying and selling agreements can occur as long as they fulfill the legal requirements of the agreement such as a cash sale and purchase agreement, a credit sale and purchase agreement, a sale and purchase agreement with a guarantee or without a guarantee. In a sale and purchase agreement, the buyer will usually always examine the condition and condition of an item to be purchased, whether it is in good condition or whether there is a defect. However, if the goods being traded are in the form of four-wheeled vehicles (cars) on credit, then the buyer may not be able to find out the condition of the four-wheeled vehicles (cars) on credit if they are not tested directly to find out whether they function or not. For this reason, someone who buys a four-wheeled vehicle (car) can sue the seller if the four-wheeled vehicle (car) he has purchased turns out to have hidden defects that were not known at the time of purchase. Consumers' obligations in accordance with Article 5 of the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection, after the existence of the UUPK, the protection of consumers from abuse of the situation is getting better because based on Article 18 of the UUPK it is prohibited to contain certain standard clauses in the agreement between consumers and business actors. Legal Efforts that can be taken by consumers of PT BII Finance Center if they are harmed in the Sale and Purchase of Credit Cars, namely the resolution of problems in the event of non-performing loans in financing companies, is carried out in two ways, namely by litigation and non-litigation. then the protection of consumers from abuse of circumstances is getting better because based on Article 18 of the UUPK it is prohibited to contain certain standard clauses in the agreement between consumers and business actors. Legal Efforts that can be taken by consumers of PT BII Finance Center if they are harmed in the Sale and Purchase of Credit Cars, namely the resolution of problems in the event of non-performing loans in financing companies, is carried out in two ways, namely by litigation and non-litigation. then the protection of consumers from abuse of circumstances is getting better because based on Article 18 of the UUPK it is prohibited to contain certain standard clauses in the agreement between consumers and business actors. Legal Efforts that can be taken by consumers of PT BII Finance Center if they are harmed in the Sale and Purchase of Credit Cars, namely the resolution of problems in the event of non-performing loans in financing companies, is carried out in two ways, namely by litigation and non-litigation.*

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## 1. Introduction

Human daily life cannot be separated from various needs. Humans must try by working to meet all these needs. Work can be done alone without having to work for others, for example by being self-employed. An entrepreneur needs a strategic place of business, especially if the business he is engaged in is experiencing rapid progress. To get a new place of business, there are various ways that can be taken, including buying and selling credit cars with other parties. The existence of the buying and selling relationship of the credit car begins with the making of an agreement between the seller and the buyer which is stated in the form of an agreement. The agreement itself can be in the form of an oral agreement or in the form of a written agreement.

In Article 1320 of the Civil Code it is stated that for the validity of an agreement, 4 conditions are needed, namely the agreement of those who bind themselves, the ability to make an engagement, certain things and a lawful cause. By fulfilling these requirements, the community can make any kind of agreement. Article 1320 of the Civil Code is referred to as a provision that regulates the principle of consensualism, namely an agreement is valid if there is an agreement on the main things of the agreement. This is related to the principle of freedom of contract in making all agreements made legally valid as law for those who make them, which is concluded from Article 1338 paragraph (1) of the Civil Code, so that agreements must be made by fulfilling the provisions of the Act.

The agreement is a legal relationship between one legal subject and another legal subject in the field of assets, where one legal subject is entitled to achievements and so are other legal subjects who are obliged to carry out their achievements in accordance with the agreement. The agreement according to article 1313 of the Civil Code, reads: "Agreement is an act by which one or more parties bind themselves to one more person."<sup>3</sup> One of the means of transportation that is needed by humans is four-wheeled vehicles (cars). Four-wheeled vehicles (cars) are currently one of the main transportation needs for some Indonesian people, because from a functional point of view, four-wheeled vehicles (cars) can be used as a means of family transportation as well as transporting goods, and are more efficient and practical to use when traveling to various places. out of town. To be able to meet the community's need for four-wheeled vehicles (cars), many companies are engaged in the sale and purchase of four-wheeled vehicles (cars). However, in addition to buying and selling four-wheeled vehicles, there are also many companies engaged in buying and selling cars on credit.

The definition of buying and selling based on the provisions of Article 1457 of the Civil Code is: An agreement whereby one party binds himself to deliver an object, and the other party pays the promised price. Contract law adheres to the principle of freedom of contract, which means that contract law gives a person the widest possible freedom to make an agreement, as long as it does not conflict with the law, public order and morality. The principle of freedom of contract is interpreted from Article 1338 paragraph (1) of the Civil Code which states that: All agreements made legally are valid as law for those who make them. In addition to buying and selling as regulated in Article 1457 of the Civil Code, In practice, other buying and selling agreements can occur as long as they fulfill the legal requirements of the agreement, such as a cash sale and purchase agreement, a credit sale and purchase agreement, a sale and purchase agreement with a guarantee or without a guarantee. In a sale and purchase agreement, the buyer will usually always examine the condition and condition of an item to be purchased, whether it is in good condition or whether there is a defect. However, if the goods being traded are in the form of four-wheeled vehicles (cars) on credit, then the buyer may not be able to find out the condition of the four-wheeled vehicles (cars) on credit if they are not tested directly to find out whether they function or not. For this reason, someone who buys a four-wheeled vehicle (car) can sue the seller if the four-wheeled vehicle (car) he has purchased turns out to have hidden defects that were not known at the time of purchase. This provision is emphasized in Article 1504 of the Civil Code which states that: The seller is obliged to guarantee hidden

defects contained in the goods he sells, which results in the goods being unable to be used for the intended purpose or which reduces the power of use in such a way.

In practice, the leasing agency agreement has a strong position when compared to the buyer, this is due to the risk that the leasing party does not want to take if there is congestion in the installments that have been determined by both parties. Then clauses are made that give the seller the right to demand and withdraw the goods according to the agreement he is doing. If there is a problem, generally what is drawn is the object of the agreement. Withdrawal according to the law will take a relatively long time, because it must go through the judge's order. To avoid this risk, the seller often takes shortcuts by directly withdrawing the rental object (automotive).

Just like an agreement between business actors who are generally stronger, faced with consumers who tend to have a weak position, for the weak party there are only two choices, namely if they need the services or goods offered to them, then they must agree to all the terms and conditions. terms submitted to him, regardless of whether the consumer knows and or understands the terms of the agreement or not, and vice versa, if they do not agree to the terms put forward to him, then they must leave or not enter into an agreement with the business actor (take it or leave). it contracts). "In standard agreements it is often found the inclusion of clauses which, among others, regulate the method, dispute resolution, and exoneration clauses.

Although there are already licenses for buying and selling installments and leases on credit. However, the arrangement of the leasing institution does not explain in detail the position of the buyer/tenant-consumer in the lease-purchase institution. Such circumstances have encouraged relevant agencies to protect consumers against unbalanced conditions created by business actors.

Widespread lending in the community as it is today shows an attempt to provide opportunities for the middle and low-income economies to encourage economic growth in order to improve social status and people's welfare. In everyday life, the word credit is not something that is foreign to the community. Credit is not only found in urban areas but also in rural areas. Because in general, as at the present time, in obtaining goods or the necessities of life, people in the city or in the village obtain it by means of credit. What is meant by buying and selling on credit here is buying and selling in which the method of payment or in other words the payment is in installments or in stages, not all at once or in cash with a period of time determined by each party making the sale and purchase agreement. Given the importance of the position of how to fulfill human needs on credit.

## **2. Method**

The first is normative research based on primary and secondary legal materials, namely an inventory of regulations relating to the Civil Code, Law No. 8/1999 on Consumer Protection and Law No. 10 of 2009. The research aims to find a clear legal basis in placing this issue in the perspective of tourism law.

The material or data sought is in the form of secondary data consisting of :

- a. Primary legal materials are legal materials whose contents have binding power to the community. In this study, among others, the Civil Code, Law Number 8 of 1999 concerning Consumer Protection and Law no. 10 of 2009.
- b. Secondary legal materials are legal materials whose contents explain primary legal materials. In this research are books, papers, articles from newspapers and magazines, and the internet.

The method used to analyze the data is qualitative analysis, namely the data obtained and then compiled systematically and then analyzed qualitatively to achieve clarity of the problems to be

discussed and the results are outlined in the form of a thesis. Qualitative methods are carried out in order to obtain descriptive analytical data, namely data that will be researched and studied as a whole.

### **3. Analysis and Results.**

#### **3.1 Process/Procedure of the sale and purchase agreement for the sale of a car on credit**

Credit Provision Procedures Before the debtor obtains credit, he must first go through the stages of assessment starting from submitting a credit proposal and the required documents, checking the authenticity of documents, credit analysis until the credit is disbursed. The stages in providing credit, we know the procedure for granting credit. The purpose of the credit granting procedure is to ensure the worthiness of a credit, accepted or rejected. In determining the feasibility of a credit, at each stage an in-depth assessment is always carried out. If in the assessment there may be deficiencies, the bank can ask for a return to the customer or even be immediately rejected.

The procedures for granting credit by legal entities are as follows:

- a. Proposal Submission
- b. Loan File Investigation
- c. Creditworthiness Assessment
- d. First Interview
- e. Site Overview
- f. Second Interview
- g. Credit Decision
- h. Signing of Credit Agreements/Other Agreements
- i. Credit Realization

The procedure for granting credit and credit scoring by the banking world in general is not much different from one bank to another. The difference may only lie in how the purpose of the bank is and the requirements it sets with individual considerations. The procedure for granting credit is distinguished between individual loans and legal entities, which in general can be explained as follows:

- a. File submission

The submission of a credit proposal should contain, among other things:

- 1) Company background
- 2) Purpose and objectives
- 3) Amount of credit and time period
- 4) How to return credit
- 5) Credit guarantee

Next proposal this attached with files which has required such as:

- 1) notary deed
- 2) Company registration mark (TDP)
- 3) Taxpayer Identification Number (NPWP)
- 4) Balance and income statement for the last 3 years
- 5) Proof of self from the head of the company
- 6) Photocopy of guarantee certificate

- b. Loan file investigation

The goal is to find out whether the loan file submitted is complete according to the requirements and is correct. If according to the bank it is not complete or sufficient, the

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customer is asked to complete it immediately and if until a certain time limit the customer is unable to complete the deficiency, then the credit application should be canceled.

- 1) Interview I  
An investigation into prospective borrowers by directly dealing with prospective borrowers.
- 2) On the Spot  
Is an inspection activity to the field by reviewing various objects that will be used as business or collateral. Then the results were matched with the results of interview I.
- 3) Interview II  
Is a file repair activity, if there may be a shortage at the time after being carried out on the spot in the field.

### **3.2 Rights and Obligations of the Parties in the Sale and Purchase**

The right of the seller to receive the price of the goods he has sold from the buyer in accordance with the price agreement between the two parties. Meanwhile, the Seller's Obligations are as follows:

- a Giving up ownership of the goods being traded

The Civil Code recognizes three types of objects, namely movable objects, immovable objects and immovable objects, so the transfer of ownership rights is also of three types that apply to each of these items, namely :

- 1) Submission of Moving Objects  
Regarding the delivery of movable objects, Article 612 of the Civil Code states that the delivery of movable objects, except for those that are immovable, is carried out by actual delivery of the object by or on behalf of the owner, or by handing over the keys of the building in which the object is located. is at.
- 2) Submission of Immovable Objects  
Regarding the delivery of immovable objects, it is regulated in Article 616-620 of the Civil Code which states that the delivery of immovable goods is carried out by transferring names. For land, it is done by PPAT Deed while others are done by notarial deed.
- 3) Submission of Intangible Objects  
It is regulated in article 613 of the Criminal Code. The civil law states that the submission of receivables on behalf is carried out by a notarial deed or a private deed which must be notified to the dibitur in writing, approved and acknowledged. The delivery of each receivable due to a carry letter is carried out by submitting the letter, the submission of each receivable due to a letter of appointment is carried out by submitting a letter accompanied by an endorsement.

### **3.3 Terms of Sale and Purchase of Credit Cars**

In terms of implementing the provisions of the car sale and purchase agreement at PT BII Finance Center, which is a company domiciled on Jalan S. Parman which is engaged in the sale of new and used cars. Where in the practice of selling there are two ways to do, namely: cash sales or cash, and sales on credit.

Sales by cash or cash, the price of cars sold is cheaper when compared to sales on credit because the goods paid for by consumers have not been added to interest and other administrative costs.

The procedure for selling in cash or cash is easier and simpler, the procedure is where the buyer declares his intention to buy the car and then a price agreement is reached, the buyer pays in cash either by cheque, bilyet giro or other securities that can be cashed or can be transferred to an account. the seller's bank statement, then the buyer is handed a sale and purchase agreement letter to be signed by both parties.

### **3.4 Legal Measures That Customers Can Be Done If The Consumer Of Pt Bii Finance Center Should Be Damaged In The Selling Of Credit Car**

#### **a. The responsibility of business actors and consumers in the sale and purchase agreement if the goods (cars) on credit are lost and destroyed**

Regarding the engagement, which is a legal relationship between one party and another, giving one party the right to demand an item from the other party, while the other party is obliged to fulfill the claim. The party entitled to sue is called the creditor, while the party obliged to fulfill the claim is called the debtor. The items that can be sued are called "achievements", which according to Article 1234 of the Civil Code can be in the form of:

- 1) Submit an item;
- 2) Doing an act
- 3) Not doing an action.

Source-the source of an engagement that the engagement can be born from an agreement or from law. This means that it is clear here that there has been an agreement between you and the party selling the car. You said above that after 5 (five) months you paid for the car, it turned out that the car was missing.

So actually according to the law, the agreement between you and the car dealer has been terminated because the car you bought has been lost beyond your fault. More clearly, Article 1381 of the Civil Code which regulates the termination of the engagement, stipulates that: "The engagement is terminated due to payment; because of the offer of cash payment, followed by storage or safekeeping; due to debt renewal; due to set-off or compensation; due to mixed debts; due to debt relief; because of the destruction of the goods owed; due to cancellation or cancellation; due to the application of a cancellation condition, which is regulated in Chapter I of this book; and because of the passage of time, which will be arranged in a chapter of its own."

Regarding the destruction of the goods owed according to Article 1444 of the Civil Code, namely: "If certain goods which are the subject of the agreement are destroyed, cannot be traded, or are lost until it is not known at all whether the goods are still there or not, then the agreement is terminated, the origin of the goods destroyed or lost beyond the fault of the debtor and before he failed to deliver it. Even if the debtor fails to deliver an item, which was not previously covered by unforeseen events, the agreement is still terminated if the item will also be destroyed in the same way in the hands of the creditor, if the item has been handed over to him. The debtor is required to prove the unexpected event he stated. In any way an item is lost or destroyed, the person who takes the goods is not free from the obligation to change the price." Regarding the problem you are facing, if you look at the applicable legal provisions in the Civil Code, if there is a loss of an outstanding item which is done accidentally by the debtor, the debtor is not required to complete the payment for the installment of the item.

As long as the buyer is still paying in installments or has not paid off the payment, the money has been paid to the seller in the event of a default generally not returned even though stuff has pulled. Thus the status of money during installment payments is considered forfeited or lost because of the status of the goods as leased goods. On the other hand, the status of the money can also be considered as compensation for the use of goods that are enjoyed by their use. If the lease purchase agreement is constructed as a sale and purchase agreement, then of course the status of the money as payment for the purchase of the object of the agreement. Thus the money that has been paid previously is calculated as payment for goods but because it turns out that the money already paid is as rent, then the money is considered forfeited and

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cannot be asked for either in part or in whole. Things like this are seen as not fulfilling the sense of justice because they are too profitable for the seller.

Therefore, it is better if the clause regarding the status of money like this should be abolished, so as not to only harm the buyer. For the seller, the clause is seen as a very effective protection, because if the status of the goods in the agreement is not a lease, then the seller no longer has any power over the goods or in other words, the seller does not have any control over the goods.

Privileges as regulated in article 1144 of the Civil Code which states that the seller of movable goods that has not yet been paid, can exercise his special rights over the purchase price of the goods, if the goods are in the hands of the debtor, regardless of whether he sells the goods. The goods with a delay of time or by cash. The granting of freedom to the parties by the Civil Code in determining the form and content of a binding agreement between the parties through the principle of freedom of contract must not create an injustice that can cause harm to the consumer. Thus, the enactment of Article 18 of the UUPK which limits the inclusion of standard clauses by prohibiting certain forms of standard clauses must be used as a benchmark by the seller in making a standard agreement that will bind the parties. Motor vehicle rental agreements that have been made before the birth of the UUPK must be adjusted to the provisions of the UUPK Article 18 paragraph (1) of the UUPK.

**b. Legal protection for customers for granting credit agreements according to Law No. 8 of 1999 concerning Consumer Protection**

Bank Indonesia has established customer protection efforts as one of the pillars in the Indonesian Banking Architecture (API) which was launched by the Governor of Bank Indonesia on January 9, 2004. The API itself is a blueprint for the national banking system consisting of six pillars to realize the mission of the banking system that is healthy, strong and efficient in order to create financial system stability in order to help encourage national economic growth. PBI No. 717/PBI/2005 concerning Settlement of Customer Complaints, Bank Indonesia requires all banks to resolve any customer complaints related to potential financial losses on the customer's side. In this PBI, it is regulated on the average method of receiving, handling, and also monitoring the settlement of complaints. Other than that, Banks are also required to provide quarterly reports to Bank Indonesia regarding the implementation of the settlement of customer complaints. In principle, the PBI above stipulates that banks are not allowed to reject any complaint submitted orally or in writing. For verbal complaints, banks are required to resolve them within 2 working days, while written complaints must be completed within 20 working days and can be extended to the next 20 working days if certain conditions exist. UUPK is not the only law that regulates consumer protection in Indonesia. Prior to the ratification of the UUPK, basically there were several laws and regulations whose material was to protect the interests of consumers, including: Article 202-205 of the Criminal Code, Ordinance on Hazardous Materials (1949), Law Number 1 of 1995 concerning Limited Liability Companies, Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, and so on. The birth of the UUPK is expected to become an umbrella act (umbrella act) in the consumer sector by not closing the possibility of the formation of other laws and regulations whose material provides legal protection for consumers.<sup>77</sup>

The existence of legal protection for customers as consumers in the banking sector is urgent, because in fact the position between the parties is often not balanced. Credit/financing agreements and bank account opening agreements which should have been made based on the agreement of the parties, for reasons of efficiency were changed to agreements that have been made by the party who has a bargaining position (bargaining position) in this case is the bank. The customer has no other choice, except to accept or reject the agreement offered by the bank (take it or leave it).

According to Article 19 of the UUPK, business actors are responsible for providing compensation in the event of damage, pollution, and/or loss to consumers due to consuming goods and or services produced or traded, provided that the compensation can be in the form of refunds or replacement of goods. and/or services of the same type or equivalent in value, in accordance with the provisions of the applicable laws and regulations. Compensation must be given within 7 (seven) days from the date of the transaction.

#### **c. Settlement of Non-Performing Loans Through Non-Litigation and Litigation Pathways**

In general, finance companies apply the same method to resolve non-performing loans if that happens. There are two ways that are taken by finance companies in resolving non-performing loans, namely through litigation and non-litigation. The non-litigation path can be taken by:

- 1) Negotiation is the settlement of both parties without the involvement of a third party;
- 2) Mediation is a settlement using a passive mediator
- 3) Consultation is a settlement using an active mediator (conciliator).
- 4) Assessment / ask for expert opinion
- 5) Early neutral evaluation
- 6) Neutral fact finding

#### **d. Settlement of Non-Performing Loans Through Non-litigation Jalur**

Financing companies in dealing with non-performing loans always try to solve them in a persuasive way, namely making an approach to consumers to be able to settle arrears in installments.

For consumers who are late in paying credit installments, in general, companies will impose fines on consumers. The amount of the fine is different for each company depending on the policies made by each financing company. Handling consumer loans whose installments are past 30 days in arrears, finance companies apply in a persuasive way. The company tries to approach consumers to pay their arrears in installments.

#### **e. Settlement of Non-Performing Loans Through Litigation Jalur**

This path is taken if the non-litigation path cannot be carried out. The settlement of non-performing loans in court is stated in the agreement clause that has been agreed upon by both parties. Consumers who are dissatisfied with the credit settlements made by the finance company can sue the finance company to the court if the consumer feels aggrieved by the method used by the finance company to settle his credit.

The number of non-performing loans that reach the court is very small, this is because consumers perceive that they will not be financially strong to fight against financial institutions that have their own legal team and strong financial support. Moreover, they have signed a financing agreement with a fiduciary guarantee.

Actually, as described in the first discussion, this cash loan business activity which is carried out by a finance company administratively does not yet have an administrative legal basis that underlies the running of this cash loan business activity so that there is no regulation on the settlement of non-performing loans that serves as a guideline for financing companies. It is hoped that later if the government will make new rules regarding finance companies, it can also regulate guidelines for resolving non-performing loans that can protect the rights of consumers and finance companies.

#### 4. Conclusion

The responsibility of business actors and consumers in the sale and purchase agreement if the goods (cars) on credit are lost and destroyed Regarding, the destruction of the goods owed according to Article 1444 of the Civil Code, namely: "If certain goods which are the subject of the agreement are destroyed, cannot be traded, or are lost until it is not known at all whether the item is still there or not, then the agreement is terminated, provided that the item is destroyed or lost without the fault of the debtor and before he neglects to hand it over. if it reflects on the legal provisions in force in the Civil Code, if there is a loss of the goods owed which is done accidentally by the debtor, the debtor is not required to complete the payment of the installments of the goods.

Implementation of Legal Protection for Consumers in the Credit Car Sale and Purchase Agreement, namely the stage where there has been an agreement between the consumer and PT BII Finance Center through the signing of a form that has been made unilaterally by the PT BII Finance Center, thus creating a legal relationship between the two parties according to Law No. 8 of 1999 concerning Consumer Protection.

Legal Efforts that can be taken by consumers of PT BII Finance Center if they are harmed in the Sale and Purchase of Credit Cars, namely the resolution of problems in the event of non-performing loans in financing companies, is carried out in two ways, namely by litigation and non-litigation. Non-litigation path, non-performing loan settlement is taken outside of legal channels such as negotiation, mediation, consultation, assessment / requesting expert opinion, early neutral evaluation, neutral fact finding. Meanwhile, litigation, problem solving is taken through legal channels, namely by filing a lawsuit in court.

#### References

- Abdulkadir, Muhammad. Standard Agreements in the Practice of Trading Companies. Bandung : PT. Image of Aditya Bakti, 1992.
- Abdul Aziz Dahlan, et.all., Encyclopedia of Islamic Law, Jakarta : PT. New Ichhtiar Van Hoeve, 1997.
- Ahmadi Miru, Contract Law and Contract Design, Jakarta : PT Raja Grafindo Persada, 2007.
- Az. Nasution. Consumers and Law: A Social, Economic and Legal Review on consumer protection. Jakarta : Sinar Harapan Library, 1995.
- Chairuman Pasaribu and Suhrawardi K. Lubis, Covenant Law in Islam, Second Printing, Sinar Graphic Publishers, Jakarta, 1996.
- Djoko Prakoso and Bambang Riyadi Lany, Legal Basis for Certain Agreements in Indonesia, Jakarta: Bina Aksara, 1987.
- Erman Rajagukguk, et al, Consumer Protection Law, Bandung: CV. Forward Mandar. 2000.
- Halim Barkatullah, Abdul. Consumer Rights. Press 1. Bandung: Nusa Media Publisher, 2010
- Happy Susanto, Consumers' Rights If Harmed, Visimedia, Jakarta, 2008.
- Hernoko, Agua Yudha. Agreement Law on the Principle of Proportionality in Commercial Contracts. Yogyakarta: Laksbang Mediatama, 2008.
- Handri Raharjo, Covenant Law in Indonesia PT. Our Book, Jakarta, 2009.
- Janus Sidabalok, Consumer Protection Law in Indonesia, Bandung: PT Citra Aditya Bakti, 2010

- Johannes Gunawan, *Consumer Protection Law*, Parahyangan Catholic University, Bandung, 1999.
- Ketut Rindjin, *Introduction to Banking and Non-Bank Financial Institutions*, Gramedia Pustaka Utama, Jakarta, 2000.
- M. Yahya Harahap, *Aspects of Covenant Law*, Bandung: Alumni, 1986.
- Nining Congress, *Litigation Easily, Cheaply and Quickly, Introduction of Alternative Mechanisms for Consumer Dispute Resolution*, Piramedia, 2005.
- Nurmandjito, *Readiness Device Legislation About Protection Consumer*, Mandar Maju, Bandung, 2000.
- Patrik, Purwahid, *Fundamentals of engagement law (commitments born from agreements and from law)*, Mandar Maju, Bandung, 1994.
- Permadi, *Patterns of Public Attitudes towards Consumer Protection Issues*. Jakarta: Bina Cipta, 2006.
- Resti Nurhayati. *Consumer Protection Based on Law Number 8 of 1999*. Semarang: The Legal Grid of the Scientific Magazine of FH Unika Soegijapranata, 2001.
- Salim HS, *Contract Law & Contract Drafting Techniques*, Sinar Graphic, Jakarta, 2003 Satrio, J, *Engagement Law, Engagements born of agreements*. PT. Image of Aditya Bakti, Bandung, 1995.
- Shidarta, *Indonesian Consumer Protection Law*, Grasindo, Jakarta, 2000 Siahaan NHT, *Consumer Protection & Product Responsibility*, Panta Rei, 2005 Soejano Soekanto, *Introduction to Legal Research*, Jakarta: UI Press, 1986.
- Subekti, R., *Various Agreements*, Bandung: Citra Aditya Bakti, 1995
- \_\_\_\_\_, *Guarantees for Loans Including Mortgage According to Indonesian Law*, Citra Aditya Bakti, Bandung, 1996.
- \_\_\_\_\_ & R. Tjitrosudibio, *Civil Code (Burgerlijk Wetboek)*, PT. Pradnya Paramita, Jakarta, 2003.
- Yusuf Shofie, *Consumer Protection and Legal Instruments*, PT Citra Aditya Bakti, Bandung, 2000.
- Widjaja, Gunawan and Kartini Muljadi: *Sale and Purchase*, PT Raja Grafindo Persada, Jakarta 2004.
- Widijantoro; *From the Caveat Emptor Legal Tradition to Product Liability Regarding Rights and Responsibilities of Business Actors - UUPK*, Rajawali Press, Jakarta, 1999.
- Wirjono Prodjodikoro, *Covenant Law Azazaz*, Bandung Well Publisher, Jakarta Seventh Edition, 1983