



## The legal review of parking liability for vehicle loss according to the consumer protection law

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### ABSTRACT

*The loss of motor vehicles in paid parking areas frequently occurs without clear accountability from parking operators. Many operators include liability exemption clauses on parking tickets, such as "loss is not the responsibility of the operator," which contradicts Law Number 8 of 1999 concerning Consumer Protection (UUPK). This study aims to examine the legal liability of parking operators for lost vehicles and to evaluate the effectiveness of the Consumer Dispute Resolution Agency (BPSK) in resolving consumer disputes. A normative juridical approach was employed, involving analysis of legislation, legal doctrines, and case studies. Data were collected through literature reviews, field observations, interviews, and documentation. The findings indicate that parking operators bear strict liability for vehicles under their care but frequently evade responsibility through invalid standard clauses. A case in Serang City revealed that a consumer who lost their vehicle received no compensation, despite presenting a valid parking ticket. Although the BPSK offers a non-litigation mechanism for dispute resolution, its effectiveness is limited by low participation from businesses and restricted authority. Strengthening regulations, enhancing the role of BPSK, and increasing consumer awareness are essential steps toward ensuring fair and effective legal protection.*

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## 1. Introduction

For vehicle owners, the use of parking facilities has become common practice. Parking is defined as the condition of a vehicle that is stationary and not temporary. In the context of traffic, especially in large cities, parking is crucial. The availability of parking spaces significantly assists the public, especially vehicle owners, in carrying out their daily activities. This makes parking a very promising business opportunity, especially with the increasing

number of vehicles in major cities in Indonesia (Tobing, 2007) However, although the parking business is economically profitable, legal issues often arise that are detrimental to consumers.

One major problem is the misclassification of the type of agreement applied. Many parking operators consider it a land lease, when in fact it should be a deposit agreement according to the Civil Code. This misclassification affects legal liability, particularly regarding the obligation to provide compensation in the event of loss. In a deposit agreement, the party receiving the goods is obliged to maintain and return them in their original condition to the owner (Olivia Gunawan Purti, Hendro Saptono, 2021). This provision aligns with Law Number 8 of 1999 concerning Consumer Protection, which established the Consumer Dispute Resolution Agency (BPSK) to help the public assert their rights as consumers. However, many, especially in rural areas, doubt the effectiveness of the BPSK in resolving disputes. Concerns have also been raised about the legal force of BPSK decisions, which are often not final or binding, leading to consumer confusion about their rights to compensation or justice (Andika Bagus, 2023). Businesses are expected to refrain from acting arbitrarily and harming consumers. However, many provisions of the Consumer Protection Law are often ignored. A common violation is the use of unilaterally drafted standard agreements by businesses, which prevent consumers from negotiating or changing the terms. These agreements often place consumers in an unfair position, and many businesses still include clauses that violate the Consumer Protection Law (Muthmainnah & Asmar, 2023).

This gap by analyzing a real-life case of vehicle theft at Tirtayasa Market in Serang Regency, where consumers, despite having paid for official parking services, failed to receive compensation after their motorcycles were stolen. The parking operator and market management both denied responsibility, blaming each other. Even after the case was brought to the Consumer Dispute Resolution Agency (BPSK), the mediation process was unsuccessful, highlighting the weaknesses in law enforcement and the ineffectiveness of current consumer protection mechanisms in such disputes.

The main legal issues explored in this study are: how the legal liability of parking service providers is determined under Law No. 8 of 1999 concerning Consumer Protection, and how disputes between consumers and parking operators are resolved, particularly through the role and procedures of the Consumer Dispute Resolution Agency (BPSK). These questions are crucial in assessing whether the current legal framework adequately protects consumers who suffer losses due to negligent service practices and how effective existing dispute resolution mechanisms are in practice.

This study is grounded in two main theoretical frameworks. First, civil liability theory, which emphasizes that a party causing harm or loss to another must provide compensation, either based on fault or under strict liability. In the context of parking services, this theory helps determine the operator's legal responsibility when a consumer's vehicle is lost or damaged. Second, consumer protection theory, which highlights the imbalance of bargaining power between businesses and consumers, especially regarding standard form contracts that are drafted unilaterally. These theories are used to critically examine the legal relationship between parking operators and consumers and to evaluate whether existing legal mechanisms, including BPSK, function effectively in protecting consumer rights.

The purpose of this study is to analyze the legal obligations of parking service operators under consumer protection law and to evaluate how disputes between consumers and parking providers are resolved, particularly through institutional processes facilitated by the BPSK. This study is significant because it identifies weaknesses in current legal practices in parking services and proposes recommendations to strengthen consumer legal protection and ensure business accountability in the provision of public services. The novelty of this research lies in its combination of normative legal analysis and real-life case investigation, which distinguishes it from prior studies that.

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## 2. Method

This research was conducted at the Consumer Dispute Resolution Agency (BPSK) under the Banten Consumer Protection Agency (WKP II), located in Serang City, Banten Province. The study was motivated by the increasing number of vehicle loss incidents in paid parking areas, where consumers are often placed at a disadvantage. In many cases, parking business operators disclaim responsibility by stating that they only provide land, not security. However, Law Number 8 of 1999 concerning Consumer Protection clearly mandates that business actors are obliged to provide protection and accountability to consumers (Subekti, 2017). states that any loss caused by negligence must be compensated. Meanwhile, Shidarta, as cited by (Yessy & Sharon, 2022). emphasizes that under the doctrine of strict liability, consumers are not required to prove the fault of business actors to obtain compensation. This is in accordance with Article 19 paragraph (1) of the Consumer Protection Law, which stipulates that business actors must compensate consumers for any losses incurred due to the use of goods and/or services.

This research employs a normative juridical approach, which focuses on the analysis of positive law including statutory regulations, legal doctrines, and court decisions, as explained (Benuf et al., 2019). According to Soerjono Soekanto, legal research is a scientific activity that is carried out based on specific methods, systematic procedures, and logical reasoning to examine legal phenomena (Mukti Fajar Nd, 2019). Meanwhile, Marzuki states that the normative juridical approach aims to identify legal norms through an examination of regulations, concepts, and jurisprudence (Peter Mahmud Marzuki, 2024). argues that the normative juridical approach aims to identify legal norms through an in-depth study of legal rules, concepts, and jurisprudence. In applying this approach, the research analyzes laws and regulations relevant to consumer protection, examines legal doctrines and principles that support the rights of consumers, and studies court decisions related to parking disputes to understand how the law is implemented in real cases.

The data sources used in this study consist of primary, secondary, and tertiary legal materials. Primary sources include statutory regulations and court rulings. Secondary sources comprise legal textbooks, academic journal articles, and relevant scientific writings. Tertiary materials include legal dictionaries and encyclopedias (Jonaedi Efendi, 2023).

The data collection techniques employed in this study include literature review, fieldwork, and documentation (Sigit Sapto Nugroho, Anik Tri, 2020). Literature review was conducted to obtain data from legal documents and academic writings. In-depth interviews were used to collect field data that could not be found in written sources. The researchers used a standardized interview method by preparing a list of questions in advance to maintain focus and ensure alignment with the research objectives. Informants were selected purposively, meaning that the selection was based on their competence and direct involvement in the case under study. The key informant in this research was Abdurrohman, M.Pd., a member of the BPSK WKP II Banten panel who was directly involved in resolving the consumer dispute concerning a lost vehicle in a paid parking area. Examples of interview questions posed to the informant included: "How does BPSK assess the validity of waiver clauses used by parking service providers?" and "What legal reasoning forms the basis of BPSK's decision in the case of a lost vehicle claimed by a consumer?" These questions were designed to obtain deeper insights into the practical interpretation of consumer protection laws in parking-related disputes.

To ensure the credibility of the data, the researchers applied several validation techniques. First, prolonged engagement in the field was conducted to gather more detailed data and verify the accuracy of the information, especially when the initial data was insufficient. Second, persistent observation was carried out to identify key patterns and characteristics in the field by describing and analyzing data systematically, as well as by reinforcing findings through relevant literature (Husnullail et al., 2024).

In addition, triangulation techniques were used to validate the data. Source triangulation was conducted by comparing information obtained from different informants, while technique triangulation was applied by using various data collection methods to verify the same information. According to (Susanto et al., 2023). this process is essential to ensure data validity from multiple perspectives. When inconsistencies were found between sources or methods, the researchers conducted further clarification to determine the most accurate and reliable information, as suggested by (Nur, 2021). These steps were implemented to ensure that the data used in the research had sufficient quality and credibility to support the study's findings and conclusions.

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

#### **3.1. Legal Responsibilities of Parking Business Actors Based on Law No. 8 of 1999 concerning Consumer Protection.**

Parking service operators constitute a formal business service that provides motor vehicle storage facilities to the public, enabling parking in designated areas whether in open spaces, parking structures, or automated systems. As legal entities, they encompass various operators including private parking operators, municipal facilities, regional government-owned enterprises (BUMD), and third-party collaborators managing building or public facility parking. This establishes a legal relationship between service providers and consumers, creating reciprocal rights and obligations.

According to Law No. 8 of 1999 on Consumer Protection (UUPK), service providers –including parking operators –bear liability for their services. When consumers park vehicles legally and according to procedures, operators are obligated to ensure vehicle security during custody. This security responsibility extends until vehicle retrieval, with parking fees encompassing not just space rental but also security costs (Iqbal & Afrita, 2022). In modern society, where motor vehicles serve as essential transportation, parking facilities have become indispensable. Their utilization automatically forms a legal relationship between service providers and consumers.

##### **Legal Framework of Liability**

Theoretical frameworks distinguish two primary liability types in civil law:

1. Liability due to fault, which can arise from default; and
2. Liability for unlawful acts, particularly those involving elements of negligence (Olivia Gunawan Purti, Hendro Saptono, 2021).

These distinctions are crucial in determining the nature of the responsibility that parking service providers hold in relation to the consumers they serve.

The legal basis for this liability is regulated in the Civil Code (KUHPerdata), particularly in Articles 1365, 1366, and 1367. These provisions state that anyone who commits an unlawful act and causes harm to another person is obliged to compensate for that harm. This includes service providers who are responsible for losses arising from negligence, whether committed by themselves or by employees or agents under their supervision (Rudy Hartono, 2020). Thus, the legal relationship established between consumers and parking service providers legally entails consequences. If a vehicle is lost while in an official parking area and under the supervision of the operator, the parking service provider is obliged to be responsible for the losses incurred by the consumer. This serves as an important basis for assessing the legal responsibility of parking service providers in the context of consumer protection. Thus, the legal relationship established between consumers and parking service providers entails legal consequences. If a vehicle is lost while in an official parking area and under the supervision of the operator, the parking service provider is obligated to compensate the consumer for the losses incurred. This is a crucial basis for assessing the legal responsibility of parking service providers in the context of consumer protection.

The Supreme Court of the Republic of Indonesia Decision Number 117 K/Sip/1956 highlights important legal principles regarding deposit agreements, emphasizing that requests for the

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return of deposited items are reasonable. If an item is lost or damaged, the owner has the right to claim compensation equivalent to its value. This ruling affirms that demands for compensation for lost deposited items are valid and should be honored, indicating that owners have a legal right to reclaim their property or its equivalent value in case of loss or damage. In line with this, the issue of motor vehicle loss in parking areas is also a common legal problem faced by the public.

However, to date, there is still no clarity regarding the division of responsibility between parking service providers and consumers as users of the service. As a result, consumers often suffer losses without adequate protection. Therefore, Law Number 8 of 1999 on Consumer Protection (UUPK) serves as a legal framework that provides protection for consumer rights, particularly concerning comfort, security, and safety when using goods and/or services. As stipulated in Article 4 letter a of the UUPK, it states that:

*"Consumers have the right to comfort, security, and safety in consuming goods and/or services."*

In the realm of consumer protection law, the principle of liability is very important. When consumer rights are violated, it is necessary to identify the party responsible and the legal limits of that responsibility. In Indonesia, the provisions regarding the liability of service providers are regulated not only in Law Number 8 of 1999 on Consumer Protection (UUPK) but also in the Civil Code (KUHPperdata), particularly Articles 1365, 1366, and 1367, which govern unlawful acts. In the UUPK, several forms of legal liability for service providers are recognized, namely:

1. Liability due to negligence, which occurs when the service provider fails to fulfill their obligations reasonably, resulting in losses for consumers;
2. Liability for breach of warranty, which arises when the service provider does not fulfill the promises or contractual obligations agreed upon with the consumer;
3. Strict liability, which is a form of liability imposed without the need to prove fault, particularly in the context of products or services that endanger consumer safety (Victoria Chrisye, Refly, 2024).

Therefore, parking operators cannot unilaterally absolve themselves of legal responsibility merely by including a statement on the parking ticket. Such clauses are considered null and void because they contradict the fundamental principles of consumer protection, namely justice, legal certainty, and the balance of legal positions between service providers and consumers.

According to Titik Triwulan Tutik:

*"Liability must have a basis, which is the cause that gives rise to a legal right for someone to demand from another party, while also serving as the basis for the legal obligation of the other party to account for it"* (Purwito, 2023).

Under the Indonesian Consumer Protection Law (Undang-Undang No. 8 Tahun 1999 tentang Perlindungan Konsumen/UUPK), parking service providers are legally obligated to ensure the safety and security of consumer vehicles entrusted to their care. This obligation stems from Article 19 of the UUPK, which mandates that business actors must compensate consumers for any losses resulting from the use of goods or services. The nature of this obligation is absolute (strict liability), which means it cannot be circumvented under any circumstances—including through the use of exoneration or disclaimer clauses.

Despite the clarity of this legal standard, the practice on the ground tells a different story. Many parking operators continue to insert unilateral clauses on parking tickets or signage such as "the operator is not responsible for any loss" or "park at your own risk." Such clauses directly violate Article 18 (1) letter a, b, and c of the UUPK, which strictly prohibits standard contractual terms that eliminate or reduce the responsibility of business actors.

This contradiction between law and practice not only undermines legal certainty but also weakens consumer rights enforcement in Indonesia. The Supreme Court has repeatedly invalidated such clauses, confirming their illegality. For instance:

1. Decision No. 1264 K/Pdt/2003 explicitly stated that exoneration clauses printed on parking tickets are null and void.
2. Decision No. 1966 K/Pdt/2005 emphasized that a parking operator's passive stance toward a lost vehicle qualifies as an Unlawful Act (Perbuatan Melawan Hukum) under Article 1365 of the Indonesian Civil Code.

These rulings form a strong jurisprudential foundation affirming that parking operators bear full legal liability once a consumer accepts a parking service, evidenced by the issuance of a parking ticket. From a legal theory perspective, this aligns with the doctrine of custody (titipan) under the Civil Code (KUHPerdara), where the recipient of the stored object is bound to protect it and return it in the same condition.

Case Study: Gaos Efendy - Tirtayasa Market, Serang (2023)

The 2023 case involving Gaos Efendy, who lost his motorcycle after parking in a designated, officially managed area of Tirtayasa Market, exemplifies the systemic failure in upholding consumer protection laws. Although he received a parking ticket—constituting prima facie evidence of a storage agreement—the management refused to provide restitution, citing a disclaimer printed on the ticket.

When brought before the Consumer Dispute Settlement Agency (BPSK) of Banten Province, the panel confirmed that the case met the legal criteria of a consumer service dispute. However, mediation failed due to the parking operator's continued refusal to accept liability, despite the legal invalidity of their defense.

This scenario highlights three critical systemic issues:

1. Widespread misuse of unlawful exoneration clauses demonstrates regulatory failure. Both local and central authorities have failed to enforce compliance with UUPK, allowing illegal practices to persist.
2. BPSK's limited authority becomes apparent when mediation fails. Unlike the judiciary, BPSK lacks enforcement power to compel compensation, leaving consumers to seek redress through costly and time-consuming litigation.
3. Ambiguous accountability between landowners and parking operators leads to a "blame-shifting" mechanism. Without a clear legal framework or binding operational contract, consumers are left vulnerable when disputes arise.

Legal Interpretation

From the standpoint of consumer law, several core legal doctrines and principles must be upheld:

1. Strict Liability Doctrine: Business actors must be held accountable for any loss arising during the provision of services, regardless of fault.
2. Prohibition of Unfair Standard Clauses: As per Article 18 of the UUPK, any provision that shifts the burden of loss to consumers is categorically prohibited.
3. Legal Equality (Equality of Bargaining Power): The law must protect the weaker party (consumer) from abusive practices by stronger parties (business operators).
4. Principle of Good Faith: Article 1338 of the Civil Code, interpreted in light of consumer protection law, requires contracts and services to be executed honestly and with full responsibility.

Thus, consumer protection in parking services is not only a moral responsibility, but also a legal obligation that must be strictly enforced to ensure legal certainty and justice for consumers.

### **3.2. Consumer Parking Service Dispute Resolution Mechanism and BPSK Procedures in Handling Disputes**

Consumers often face issues of vehicle loss in paid parking areas, leading to disputes regarding who is responsible for the resulting losses. In this context, the Consumer Dispute Resolution Agency (BPSK) plays a crucial role as an alternative non-litigation dispute resolution institution aimed at providing legal protection quickly, affordably, and fairly to consumers.

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The rapid development of the business and economic world demands that Indonesia's legal system adapt accordingly. However, in reality, the legal framework has not fully kept pace with this development, resulting in a gap between legal needs and the effectiveness of the judicial institutions. This condition encourages legal reform to create a more efficient, professional, and independent dispute resolution system, particularly in cases involving consumers and business actors (STISNU NUSANTARA Tim Dosen, 2018).

In this context, the Consumer Dispute Resolution Agency (BPSK) plays an important role as an alternative non-litigation dispute resolution institution that provides legal protection quickly, affordably, and fairly. BPSK functions to receive complaints from end consumers – namely, the direct users of goods or services who are required to come directly to the secretariat and fill out the form completely in accordance with the provisions of the legislation. After the documents are verified, BPSK summons both parties and offers dispute resolution mechanisms through mediation, conciliation, or arbitration, as stipulated in Article 52 of Law Number 8 of 1999 on Consumer Protection.

Furthermore, the rapid dynamics of business and economic development demand that Indonesia's legal system be more adaptive. However, to date, the legal framework has not fully kept pace with these changes, resulting in a gap between legal needs and the effectiveness of judicial institutions (Khayati, 2023). As a result, there is a push for legal reform, including strengthening efficient, professional, and independent dispute resolution mechanisms particularly in disputes between consumers and business actors.

To this end, BPSK provides three methods of dispute resolution, namely:

1. Conciliation

Conciliation is a form of out-of-court dispute resolution conducted through the BPSK panel. Its main objective is to bring together consumers and business actors to resolve disputes peacefully through consensus. In this case, the panel acts as a conciliator – not as a decision-maker. The panel only facilitates discussions, summons the parties, presents witnesses or experts if necessary, and assists in reaching an agreement. The agreement reached is then documented in an official decision by the panel (Novan, Agustinus Samosir, 2025).

2. Mediation

Meanwhile, in the mediation process, the BPSK panel takes a more active role than in conciliation. The panel guides the negotiation process, provides direction, and helps the parties reach a mutually beneficial resolution. Thus, although still non-litigious, mediation emphasizes the role of the panel as an active facilitator to encourage agreement (Bunga, 2021).

3. Arbitration

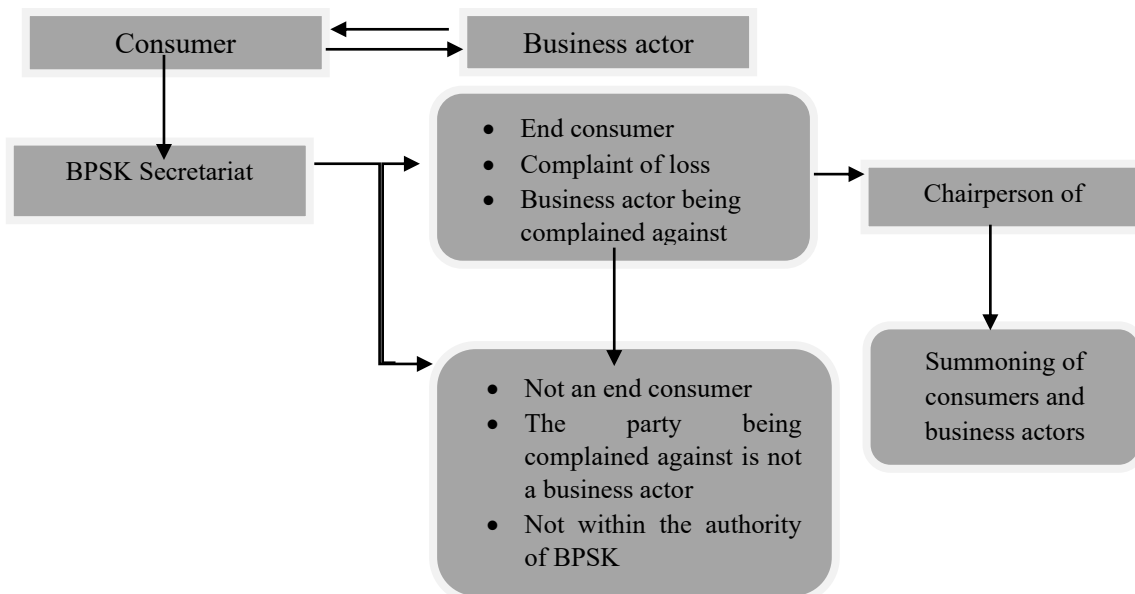
On the other hand, arbitration is a mechanism for dispute resolution that is final and binding, where both parties agree to submit the resolution of the dispute to one or more neutral arbitrators with expertise in a specific field. The arbitrator's decision cannot be brought back to court, except under conditions that are strictly regulated by law. In the context of BPSK, arbitration can be used if both parties agree to the process, either before or after the dispute occurs (Dwi Ratna Kartikawati, 2019).

Thus, BPSK serves as an important institution in addressing the community's need for consumer dispute resolution, including in cases of motor vehicle loss in paid parking areas. The presence of this institution is expected to provide legal guarantees and certainty of consumer protection, especially amid the still weak awareness of business actors regarding their legal responsibilities.

The Consumer Dispute Resolution Agency (BPSK) for the Work Area of Province II (WKP II) plays an important role in resolving disputes between consumers and business actors quickly, simply, and at low cost. Dispute resolution is carried out through three main methods: conciliation, mediation, and arbitration, all of which take place outside the court system (non-litigation).

The resolution process begins with the submission of a report by the consumer, followed by the summoning of the disputing parties, the selection of an appropriate resolution method, the execution of that process, and the issuance of a decision by the BPSK panel. Each method has a different approach: conciliation is facilitative, mediation is participatory with an active role for the panel, while arbitration grants full authority to the panel to issue a final and binding decision.

Consumer dispute resolution can be conducted through both judicial and non-judicial channels. As an alternative institution outside the court, the Consumer Dispute Resolution Agency (BPSK) functions as a mediator and facilitator that provides quick, efficient, and affordable solutions for harmed consumers. This mechanism is based on Law Number 8 of 1999 on Consumer Protection and the Decree of the Minister of Industry and Trade, which regulates the procedures for dispute resolution at the Consumer Dispute Resolution Agency (BPSK) to be conducted in a non-litigious manner that is quick, cost-effective, and easy. With a strong legal foundation, the Consumer Dispute Resolution Agency (BPSK) protects consumer rights while also overseeing the behavior of business actors. This process provides easy access to justice without having to go through a lengthy and complicated court process. Below are the ways to report to the Consumer Dispute Resolution Agency (BPSK) for the Work Area of Province II (WKP II) BANTEN:



**Details:**

1. The consumer and business actor cannot resolve the issue on their own
2. The consumer visits the office of the Consumer Dispute Resolution Agency (BPSK) and files a dispute resolution request by: Appearing in person at the office and Completing the form directly
3. The Secretariat will review the case. If accepted, end consumers who suffered losses will be handled directly.

BPSK also plays an important role in the work area such as WKP II Banten Province in resolving various disputes between consumers and business actors with low costs, simple procedures, and short timeframes. The procedure begins with reporting, summoning the disputing parties, selecting the resolution method, and making a decision by the panel. However, it is important to note that the parties are not allowed to be accompanied by lawyers, which often becomes a barrier for consumers who lack an understanding of legal aspects.

In practice, challenges still arise. For example, the case of a motorcycle loss in the parking area of Tirtayasa Market shows a deadlock when mediation and conciliation fail to reach an

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agreement. The applicant, Gaos Efendy, demands compensation of IDR 13,000,000.00, while the respondent is only willing to offer IDR 1,000,000.00. This disagreement creates a "agree to disagree" situation, which causes BPSK to be unable to continue the process due to the lack of agreement from both parties. As a result, BPSK halted the resolution and suggested that the matter be taken to the District Court.

Overall, although not all disputes can be resolved at the BPSK level, the existence of this institution remains strategic in providing access to justice for the community. With a formally regulated non-litigation mechanism, BPSK serves as an important means to expedite the resolution of consumer disputes fairly, efficiently, and without imposing a financial burden on consumers. In the future, strengthening BPSK's institutional capacity through human resource development, regulatory updates, and expanded outreach to the community is essential to ensure optimal consumer protection.

#### 4. Conclusion

The research findings demonstrate that parking service providers bear full legal responsibility for vehicles entrusted by consumers under the strict liability principle stipulated in Law No. 8 of 1999 concerning Consumer Protection (UUPK). However, in practice, many operators still include exemption clauses that violate the UUPK provisions, as evidenced by the case of Gaos Efendy's lost motorcycle at Tirtayasa Market in Serang. These findings not only reinforce theoretical foundations regarding business actors' absolute responsibility and equality principles in law but also reveal systemic weaknesses in consumer protection implementation – particularly the limited authority of the Consumer Dispute Resolution Agency (BPSK) in enforcing its decisions. The implications of this research are significant for updating consumer protection regulations and strengthening the institutional role of BPSK. It highlights the urgent need for clearer regulations that explicitly prohibit unfair exemption clauses and enhance BPSK's capacity to enforce decisions effectively. To address these issues, concrete measures are required, including: clearer regulations on parking service provider responsibilities; granting BPSK executive enforcement authority; improved security standards in parking facilities by businesses; and legal education for consumers to empower them in asserting their rights. By implementing these recommendations, policymakers can create a more effective and equitable consumer protection system for parking services, ensuring that all stakeholders – including consumers, service providers, and regulatory bodies – are better served. This approach not only enhances consumer confidence but also fosters a fairer marketplace for parking services.

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