

Legal Protection for Homebuyers in Cases of Developer Default on Guarantees Issued Without Prior Notification (A Case Study of Bekasi District Court Decision Number: 239/Pdt.G/2020/PN Bks)

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Abstract. *With the progression of time, the demand for housing has significantly increased, motivating various parties to develop businesses in the property sector, particularly in housing. However, in pursuing this business, developers sometimes fail to fulfill their obligations, as illustrated in the Bekasi District Court Decision Number 239/Pdt.G/2020/PN Bks. The purpose of this scientific article is to examine the legal protection available to home buyers against breach of contract by developers and to identify possible courses of action buyers can take to secure ownership rights from non-compliant developers. This article utilizes a normative juridical research method through legislative and case-based approaches. The issues addressed are the legal protections available for home buyers in cases of developer breach of contract and the remedies available to buyers for securing their ownership rights when developers fail to meet contractual obligations. The findings indicate that legal protection for home buyers can be based on the Consumer Protection Law and the Indonesian Civil Code. Buyers have several possible actions, such as demanding that developers fulfill their obligations as per the court ruling, seeking compensation for damages incurred, and reporting the issue to the Ministry of Public Works and Public Housing (PUPR), which has the authority to impose administrative sanctions on developers.*

Keywords: *Legal protection; Home buyers; Breach of contra*

1. Introduction

Indonesia is a country that has a variety of cultures including its natural resources. Natural resources are one of the most important riches for a country, because they act as the main foundation in various sectors. Thus, in order to maintain these resources, the government issued regulations in the form of Law Number 5 of 1960 concerning Basic Agrarian Regulations or what is known as the Basic Agrarian Law. In the considerations of Law Number 5 of 1960 concerning

Basic Agrarian Regulations, it is emphasized that land, including earth, water, and space, has an important role in realizing a just and prosperous society.¹

Land as one of the main elements of natural resources, has a very crucial role in various aspects of life. Law Number 5 of 1960 concerning Basic Agrarian Principles does not actually provide a clear understanding of the term land. However, land in the legal sense is the surface of the earth, while land rights are rights to a certain part of the earth's surface, which is bounded, two-dimensional with length and width². Although land in an agrarian country is a basic need, the land ownership structure in these countries is generally very uneven. On the one hand, there are individuals or groups who own and control excessive amounts of land, while on the other hand, there are groups of people who have no access or rights to land at all.

According to Syahyuti, land is an agrarian resource that contains 2 (two) main aspects, namely: the aspect of ownership and control, and the aspect of use and utilization³. The aspect of ownership and control relates to who has the right to own and control the land, while the aspect of use and utilization relates to how the land is utilized for various needs, one of which is to ensure survival. One of the basic human needs is a place to live, which requires land⁴. This limited land can certainly trigger problems related to land use. Although development is increasingly intensive and the population continues to grow, high house prices and limited land resources make it difficult for low-income people to have decent housing⁵. However, a house as a place to live has a very important and strategic role in shaping the character and personality of the nation as an effort to improve the welfare of the Indonesian people as a whole.⁶

The government's limitations in providing housing for low-income people, the active role of companies, agencies, and the community itself is needed to help meet the need for housing. This has encouraged many parties to develop the property business, one of which is in the housing sector. In the process of buying and selling housing, property developers or developers play an important role in conveying their goals and offers to prospective consumers who are interested⁷. With the increasing number of developers in the housing sector, it is now easier for

¹ Suparman Suparman, 'Peranan Undang-Undang Pokok Agraria Bagi Masyarakat Indonesia Yang Bersifat Agraris', *Warta Dharmawangsa*, 54, 2017.

² Boedi Harsono, 'Indonesian Agrarian Law, History of the Formation of Basic Agrarian Laws: Content and Implementation', *Jakarta: Djambatan*, 2003.

³ Syahyuti Syahyuti, 'Nilai-Nilai Kearifan Pada Konsep Penguasaan Tanah Menurut Hukum Adat Di Indonesia', in *Forum Penelitian Agro Ekonomi* (Indonesian Center for Agricultural Socioeconomic and Policy Studies, 2006), xxiv, 14–27.

⁴ Gatut Susanta, 'Mudah Mengurus IMB Di 55 Kota Dan Kabupaten Di Indonesia' (Jakarta: Raih Asa Sukses, 2009).

⁵ Helfira Citra, Sry Wahyuni, and Yulia Risa, 'Pengaruh Kepercayaan Konsumen Terhadap Developer Dalam Pelaksanaan Perjanjian Pengadaan Perumahan', *Ensiklopedia Social Review*, 2.2 (2020), 111–18.

⁶ Muhammad Kharisma, 'Tinjauan Yuridis Terhadap Pengaturan Pemanfaatan Rumah Negara Selain Sebagai Tempat Tinggal Di Indonesia', *Novum: Jurnal Hukum*, 7.3 (2020).

⁷ Dadan Darmawan, 'Tanya Jawab Jual Beli Properti', *Jakarta Selatan: Visimedia*, 2009.

people to determine the choice of house that suits their respective financial capabilities⁸. Property development or developers can be interpreted as a company that focuses on transforming residential areas into comfortable and economical housing, with the aim that the property can be marketed to the public⁹. In carrying out business activities, many developers face major challenges, one of which is what happened in Court Decision Number 239 / Pdt.G / 2020 / PN Bks. The problems that often arise in meeting housing needs are various aspects related to consumers, where consumers are often in the most disadvantaged position.

In the decision, there are 18 consumers or those who can be called plaintiffs who are residents of housing located in the Mahkota Cimuning Housing Complex. Ownership of the house was purchased by the plaintiffs from PT. Duta Sinar Jaya as a developer who can be called Defendant I. In the sale and purchase, the Plaintiffs have made full payments to Defendant I, while Defendant I has fully received the payment followed by the transfer from Defendant I to the Plaintiffs of land and building units. That the land and buildings that the Plaintiffs purchased through Defendant I with cash payments and/or installments, are still collateral for PT. Duta Sinar Jaya's credit (Defendant I) at Bank BTN Jakarta Harmoni Branch Office (Defendant II), whose credit obligations have not been paid. Then without the Plaintiff knowing that there had been a transfer of collateral payments from the developer to the buyer, but there was no official notification with a bailiff's letter (*exploit*) so that there was no agreement or recognition from the Plaintiffs regarding the transfer (transfer) of collection rights from Defendant I to the Plaintiffs. However, from this, Defendant II continued to take steps for Litigation and/or Auction of Execution of Mortgage Rights for the unit, thereby harming the Plaintiffs.

Based on this, it can be seen that the Developer has committed an act of default. According to Article 1238 of the Civil Code, default is "a condition in which the debtor is declared negligent by a letter of instruction, or by a similar deed, or based on the power of the obligation itself, namely if this obligation results in the debtor being deemed negligent by the passage of the specified time". There are four elements of default according to Subekti in Contract Law, including: not doing what is promised or not doing what is promised, doing what is promised but not as promised, doing what is promised but late, and doing something that according to the agreement should not be done. In essence, default is divided into two types, namely total default and partial default. Total default occurs when the debtor does not fulfill the obligations that they should do or if they do actions that are prohibited by applicable provisions. Meanwhile, partial default occurs when the debtor takes the requested action but does not comply properly, or if the debtor takes the action but with a delay¹⁰. This certainly causes losses that not only impact developers, but also consumers who are buying and selling property.

⁸ Yudhi Franata, Iriansyah Iriansyah, and Yetti Yetti, 'Tanggung Jawab Pengembang Terhadap Konsumen Perumahan Berdasarkan Undang-Undang Nomor 1 Tahun 2011 Tentang Perumahan Dan Kawasan Pemukiman Di Indonesia', *South East Asia Law Aspect*, 1.1 (2024), 13–20.

⁹ Dhaniswara K Harjono, 'Legal Development of the Validity of Electronic Mortgage Certificates in the Land Registration System in Indonesia', *Yustisia Jurnal Hukum*, 11.2 (2022), 110–24.

¹⁰ Rahmat Ramadhani, 'Kedudukan Hukum Perjanjian Perikatan Jual Beli (PPJB) Dalam Kegiatan Pendaftaran Peralihan Hak Atas Tanah', *IURIS STUDIA: Jurnal Kajian Hukum*, 3.1 (2022), 45–50.

The sale and purchase transaction of a house involving land and buildings from the developer must be carried out through a written sale and purchase agreement, which is preceded by a private sale and purchase agreement¹¹. In this case, the consumer and the developer have previously had a sale and purchase relationship for housing units as evidenced by the Sale and Purchase Agreement (PPJB). The PPJB is made between the Developer and the Consumer which contains the rights and obligations of the parties¹². The provisions regarding the sale and purchase are basically regulated in Articles 1457 to 1540 of the Civil Code, which in Article 1457 of the Civil Code states that "an agreement, by which one party binds himself to hand over an object, and the other party to pay the promised price".

In this case, consumers should have received legal protection as regulated in the Civil Code and Law Number 8 of 1999 concerning Consumer Protection. Provisions for developers in ensuring certainty of information about land and building status can actually be seen in the Regulation of the Minister of Public Works and Public Housing of the Republic of Indonesia Number 11/PRT/M/2019 concerning the Preliminary Home Sale and Purchase Agreement System. However, if these provisions cannot be heeded by the developer, consumers will certainly suffer losses and their rights as buyers can be ignored. Thus, this journal will discuss in depth the legal protection for home buyers against defaults by developers, as well as the efforts that buyers can take to obtain home ownership rights from developers who are in default.

2. Research Methods

2.1 Types of research

The research method used is the Normative Juridical research method. Normative Juridical Research is a legal research method that is carried out by examining library materials or secondary materials only¹³. This normative legal research is based on primary and secondary legal materials, namely research that refers to the norms contained in laws and regulations¹⁴. In addition, this research can also be used to identify legal principles that are formulated both explicitly and implicitly.¹⁵

2.2 Problem Approach

The research approach is a statute approach *and* a case approach. The statute approach is an approach by examining all relevant regulatory laws related to the problem being handled¹⁶.

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¹² Erry Fitrya Primadhany, 'Perlindungan Hukum Terhadap Konsumen Perumahan Graha Dewata Akibat Dipailitkannya Pengembang PT Dewata Abdi Nusa (Studi Kasus Putusan Nomor 16/PAILIT/2013/PN. NIAGA. Sby)', *Arena Hukum*, 7.2 (2014), 172–94.

¹³ Henni Muchtar, 'Analisis Yuridis Normatif Sinkronisasi Peraturan Daerah Dengan Hak Asasi Manusia', *Humanus: Jurnal Ilmiah Ilmu-Ilmu Humaniora*, 14.1 (2015), 80–91.

¹⁴ Soerjono Soekanto, 'Introduction to Legal Research', *Jakarta: University of Indonesia*, 1986, 10.

¹⁵ Bambang Sunggono, 'Metode Penelitian Hukum', *Jakarta: Raja Grafindo Persada*, 2003.

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While the case approach *is* an approach carried out by examining cases related to the issue at hand that have become court decisions that have permanent force. Then the thinking method used is the deductive thinking method, which is a way of thinking in drawing conclusions drawn from something that is general in nature that has been proven to be true and the conclusion is intended for something that is specific in nature.¹⁷

2.3 Data Sources

The data sources that the author uses are secondary data as research material to study the problems in this scientific article, as follows:

- a. Primary legal sources are legal materials that are authoritative in nature, meaning they have authority consisting of legislation, official records or minutes in the making of legislation and judges' decisions. These legal materials consist of:
 1. Civil Code
 2. Law Number 5 of 1960 concerning Basic Agrarian Principles
 3. Law Number 8 of 1999 concerning Consumer Protection
 4. Law Number 1 of 2011 Concerning Housing and Residential Areas
 5. Regulation of the Minister of Public Works and Public Housing Number 11 of 2019 concerning the Preliminary Agreement System for the Sale and Purchase of Houses
 6. Court Decision Number 239/Pdt.G/2020/PN Bks
- b. Secondary legal material sources are legal materials consisting of textbooks written by leading legal experts, legal journals, expert opinions, legal cases, jurisprudence, and the results of recent symposiums that are relevant to the research topic.

2.4 Data Collection Methods and Techniques

The method of data collection that the author uses in this study is the library research method. Library research *is* a study that uses data and information collection methods through the use of facilities available in the library, such as books, magazines, documents, and historical records¹⁸. Library research aims to find various theories, laws, propositions, principles, opinions, ideas, and others that can be used to analyze and solve the problems being studied.

¹⁷ Hidayat S Sedarmayanti, 'Metodologi Penelitian, CV', *Mandar Maju, Bandung*, 2002.

¹⁸ Abdul Rahman Sholeh, 'Pendidikan Agama Dan Pengembangan Untuk Bangsa, Jakarta: PT', *Raja Grafindo Persada*, 2005.

3. Results and Discussion

This study found that in home sale and purchase transactions between developers and buyers, legal protection for buyers is very important to ensure their rights are protected in the event of a default by the developer. Based on the results of the analysis of Court Decision Number 239/Pdt.G/2020/PN Bks, it was found that developers who committed defaults had harmed buyers by not fulfilling their obligations, such as not submitting the deed of sale and purchase and land certificate to the buyer after full payment was made. This shows the importance of a clear agreement between the two parties and strong legal protection for consumers, as stated in the Consumer Protection Law and the Civil Code.

The results of the study also show that buyers have several efforts that can be taken to obtain home ownership rights, even though the developer has committed a breach of contract. Buyers can file a lawsuit to demand fulfillment of the developer's obligations based on a court decision, as well as request compensation for losses suffered. In addition, buyers can also report the problem to the Ministry of Public Works and Public Housing (PUPR), which has the authority to impose administrative sanctions on developers who violate regulations. Administrative sanctions that can be imposed by PUPR include written warnings, fines, restrictions on business activities, to freezing or revoking the developer's business license.

3.1 Legal Protection for Home Buyers Against Default by Developers on Guarantees Without Notification

Buying and selling transactions are one of the activities that are often carried out by many people to meet their living needs. In this activity, an agreement is created known as a sale and purchase agreement. A sale and purchase agreement is an agreement between a buyer and a seller, in which the seller promises to transfer ownership of the goods to the buyer, while the buyer is committed to paying the price of the goods¹⁹. In addition, buying and selling is also an activity that is specifically regulated in the provisions of Articles 1457 to 1540 of the Civil Code. Every party who enters into a sale and purchase agreement must basically fulfill the elements listed in Article 1320 of the Civil Code, such as an agreement, the ability of the parties, a certain thing, and a lawful cause). However, seeing the increasing need for housing for the community, many parties have begun to develop housing buying and selling businesses, one of which is through developers.

Developers play a major role in planning and building houses that will later be purchased by consumers. The seller's obligations are basically regulated in the Consumer Protection Law Article 7 where in letter b it is stated that "business actors have an obligation to provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair and maintenance". In carrying out the sale and purchase of the house, the agreement between the developer as a business

¹⁹ Ashar Sinilele, 'Perlindungan Konsumen Atas Jual Beli Rumah Di Kota Makassar', *El-Iqthisady: Jurnal Hukum Ekonomi Syariah*, 2019, 80–93.

actor and the consumer must be bound by a Sale and Purchase Agreement or PPJB. The parties involved in the process of buying and selling land and/or buildings enter into a Sale and Purchase Agreement (PPJB) for several reasons, including the following: 1) Payment for the object has not been fully completed or paid off; 2) Administrative documents in the form of letters/documents related to the object are not yet complete; 3) The object has not been controlled by either the seller or the buyer; 4) There are still differences of opinion regarding the value of the object being traded so that an agreement has not been reached.

In the buying and selling process that uses the Sales and Purchase Agreement (PPJB) structure, there are usually provisions regarding the transfer of rights to the object, which includes physical and legal transfer (*juridische levering*), this legal transfer is realized through the preparation and signing of the Sale and Purchase Deed (AJB) before the Land Deed Making Officer (PPAT), as regulated in Government Regulation Number 24 of 1997 concerning Land Registration²⁰. The sale and purchase agreement can run according to procedure if both parties carry out the agreement in accordance with the agreed obligations. However, if there is something that is not carried out properly because one party does not carry out the existing obligations, it will cause the rights of the other party not to be fulfilled and cause losses to both. This can be seen for example from Court Decision Number 239 / Pdt.G / 2020 / PN Bks where many consumers feel disadvantaged by the default committed by the developer.

In the decision, 18 consumers as plaintiffs bought houses in Mahkota Cimuning Housing and had made full payments for the objects with evidence of a Land and Building Sale and Purchase Agreement or PPJB. The PPJB had been submitted to the consumers but the developer did not make a deed of sale and purchase and did not submit proof of land ownership in the form of a certificate to the consumers. It turned out that the land and building certificates purchased by consumers were still collateral to Bank BTN as the second defendant because the developer did not/had not paid in full. Then without the plaintiffs knowing that there had been a transfer of collateral payments from the developer to the buyer where as a result of the incident the plaintiffs received a letter to carry out litigation and Execution Auction for the land and building units occupied by the plaintiffs. Based on the incident it can be concluded that the developer committed an act of default by not doing what had been promised to the plaintiffs.

Default comes from Dutch which means "bad performance". So, it can be concluded that default or broken promise is "failure or negligence of the debtor in fulfilling his obligations, either by not carrying out the things that have been agreed in the agreement or taking actions that are prohibited according to the provisions of the agreement"²¹. Thus, the actions taken by the developer have been proven to bring great losses to consumers. As buyers who have good intentions, the plaintiffs have the right to receive proper legal

²⁰ Ramadhani.

²¹ S H Yahman, *Karakteristik Wanprestasi & Tindak Pidana Penipuan* (Prenada Media, 2017).

protection. Consumers are sometimes always in a weak position so that the rights of these consumers are rarely fulfilled.

Legal protection for plaintiffs can refer to Law Number 8 of 1999 concerning Consumer Protection and the Civil Code. If you look at Article 4 of the UUPK, it states that consumer rights are:

- a. The right to comfort, security and safety in consuming goods and/or services;
- b. The right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange value and conditions and guarantees promised;
- c. The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;
- d. The right to have opinions and complaints heard regarding the goods and/or services used;
- e. The right to receive advocacy, protection and appropriate efforts to resolve consumer protection disputes;
- f. The right to receive consumer guidance and education;
- g. The right to be treated or served properly and honestly and without discrimination;
- h. The right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be;
- i. Rights regulated in other statutory provisions.

These rights are a form of protection for consumers if business actors do not fulfill the obligations agreed upon in the agreement between the two parties. Then if we refer to article 7 of the UUPK, it can be seen that business actors also have obligations, such as:

- a. Have good intentions in carrying out business activities;
- b. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair and maintenance;
- c. Treat or serve consumers properly and honestly and without discrimination;
- d. Guarantee the quality of goods and/or services produced and/or traded based on applicable goods and/or services quality standards;
- e. Providing consumers with the opportunity to test and/or try certain goods and/or services and providing guarantees and/or warranties for goods manufactured and/or traded;
- f. Provide compensation, restitution and/or replacement for losses resulting from the use, utilization and utilization of traded goods and/or services;
- g. Provide compensation, damages and/or replacement if the goods and/or services received or used do not comply with the agreement.

Then in the decision that the consumers have had a PPJB in the form of an authentic deed made before a notary, then the PPJB deed has strong legal force in evidence. In this case, the buyer has the right to demand fulfillment of performance from the seller. The performance that must be fulfilled by the seller is to transfer the certificate by preparing a deed of sale and

purchase that will be made before the PPAT.²² Then in the Civil Code Article 1239 of the Civil Code which explains that every obligation to do something, or not to do something, must be resolved by providing compensation for costs, losses and interest, if the debtor does not fulfill his obligations.

The Consumer Protection Law also regulates the responsibilities of business actors, as stated in Article 19. This article states that business actors are required to provide compensation for damage, pollution, and/or losses experienced by consumers due to the use of goods and/or services produced or traded. Thus, this provision has normatively regulated the responsibilities of business actors as an effort to protect consumers

3.2. Steps That Buyers Can Take to Obtain Home Ownership Rights from Developers Who Are in Default

When a developer defaults on a house purchase agreement, the buyer has the right to demand that the developer fulfill its obligations so that the promised home ownership rights can be obtained. Efforts that can be taken by the buyer are not only through legal channels, but also various additional steps to ensure the implementation of the decision and provide protection for consumer rights. The violation called default often harms the buyer both materially and emotionally, because their hopes of getting a house according to the agreement are disrupted.

Based on Court Decision Number 239/Pdt.G/2020/PN Bks, the plaintiffs have taken legal action by filing a lawsuit with the Bekasi District Court regarding the problems experienced as a result of the developer's detrimental actions. In the decision, the court stated that the plaintiffs were the legal owners of the land and building units, thus ordering Defendant I to make a deed of sale and purchase with each of the plaintiffs, and take care of the name change to the name of each of the plaintiffs, and submit proof of ownership of the land and building units in the form of building use rights certificates to the plaintiffs.

In this case, both parties should submit and obey the contents of the decision. Defendant I as the developer is expected to immediately make a deed of sale and purchase and take care of the name change so that proof of ownership can be submitted to the plaintiffs. However, besides that, there are several other efforts for consumers to obtain their rights, such as filing a new lawsuit for losses and reporting the problem to the Ministry of Public Works and Public Housing (PUPR).

Filing a new lawsuit for additional losses arising from the developer's breach of contract can be done by demanding compensation for the losses experienced. Article 1249 of the Civil Code states that compensation for losses due to breach of contract can only be given in the

²²Aufara Indriana Dewi Yuniar, 2023, *Legal Protection for the Parties in the House Sale and Purchase Agreement at PT Bintang Jaya Suksesindo Salatiga*, Semarang University Thesis, Semarang, p. 37.

form of money.²³ However, along with the development of the law, experts and jurisprudence have expanded this understanding, where losses are divided into two types, namely material compensation and immaterial compensation. Material losses are losses experienced by creditors in the form of finance, wealth, or tangible objects. Meanwhile, immaterial losses are non-financial losses experienced by creditors, such as pain, physical changes such as a pale face, and similar things that have no monetary value.²⁴

Then the homeowners can also report the problem to the Ministry of Public Works and Public Housing (PUPR). The Ministry of Public Works and Public Housing of the Republic of Indonesia (Kemen PUPR RI) is an Indonesian government agency responsible for public works and public housing affairs, with the main task of implementing government management in this field. In this case, the Kemen PUPR RI has the authority to impose administrative sanctions on developers who commit violations or default in housing development.

This can be seen in Article 150 paragraph (2) of Law Number 1 of 2011 concerning Housing and Residential Areas, where administrative sanctions can be in the form of: ²⁵a) Written warnings, where developers can be given a warning letter to comply with applicable regulations, b) Administrative Fines, which can be imposed as financial sanctions if the violation is considered significant or repeated, c) Restrictions on Business Activities, the Ministry of PUPR has the authority to restrict the developer's business activities in terms of developing certain projects if they are proven to have violated the rules or are in default, d) Freezing or Revocation of Business Licenses, which can be applied to serious violations as a firm step to protect consumers.

4. Conclusion

Legal protection for home buyers who are victims of developer default is very important to ensure that consumer rights are protected. Developers as business actors are required to fulfill their obligations in accordance with the agreed sales and purchase agreement, including providing correct and clear information regarding the condition and guarantee of the goods sold. In the event of default, buyers have the right to obtain legal protection in accordance with the provisions of the Consumer Protection Law and the Civil Code. Buyers can claim compensation for losses caused by the developer's negligence or inability to fulfill their obligations, as seen in Court Decision Number 239/Pdt.G/2020/PN Bks. Therefore, buyers who are harmed have the right to claim their rights by referring to existing regulations, including the right to receive a valid deed of sale and purchase and a certificate of ownership of the promised property. Buyers who are harmed due to the developer's default have several efforts to obtain the promised home ownership rights. One of them is by filing a lawsuit to demand fulfillment of the developer's obligations that have not been fulfilled, as reflected in Court Decision Number 239/Pdt.G/2020/PN Bks. Buyers can also file a lawsuit for losses arising from default or report the problem to the Ministry of Public Works and Public Housing (PUPR). PUPR has the authority to impose administrative sanctions on developers who commit violations, including written

²³ Article 1249 of the Civil Code

²⁴Salim HS, 2001, *Introduction to Written Civil Law (BW)*, Sinar Grafika, Jakarta.

²⁵Article 150 paragraph (2) of Law Number 1 of 2011 concerning Housing and Residential Areas

warnings, administrative fines, restrictions on business activities, or even freezing or revoking business licenses. These efforts aim to ensure that consumer rights are fulfilled and provide a deterrent.

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