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Legal Responsibility for the Transfer of Property from PT Citra Agrindo to Consumers in Gorontalo Regency

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Abstract. *This study aims to analyze the legal liability of developers who transfer assets that have been promised to consumers to a second party. transfer of assets by developers to a second party for houses that have been promised to consumers. PT Citra Agrindo Lestari as a developer company has the potential to face similar legal problems in its business practices. Therefore, it is important to study in depth the form of legal liability for the transfer of assets by a second party, both from the perspective of civil law and consumer protection. This research is a normative legal study with a statutory, case, and conceptual approach. Data were obtained through literature and documentation studies of primary, secondary, and tertiary legal materials. Data analysis was conducted qualitatively by systematically compiling and reviewing data to answer the research questions. This type of research is descriptive and analytical to illustrate the problem based on applicable legal provisions. A sociological juridical approach was used to examine the application of law in developer asset transfer practices. The research results show that asset transfer by developers is regulated by the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, and Law Number 1 of 2011 concerning Housing and Residential Areas. Asset transfer is not permitted if it harms existing consumer rights under the sales and purchase agreement. Developers remain responsible for fulfilling consumer rights even after the assets have been transferred to another party. This study also found that the second party is required to act in good faith by checking the legal status of the object before accepting the asset transfer. If the second party is aware of the consumer's rights but still accepts the transfer, they may be held legally liable, along with the developer, for any losses suffered by the consumer.*

Keywords: *Consumers; Property; Transfer.*

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1. Introduction

Article 1 paragraph (7) of Law Number 1 of 2011 concerning Housing and Residential Areas states that a house is a building that functions as a habitable place to live, a means of family development, and a reflection of the dignity and worth of its occupants. In practice, not all people can easily build a house due to various requirements such as land ownership, permits, and building suitability. Therefore, people tend to choose a more practical method through developers with a cash payment system or credit through financial institutions.[1] The legal relationship between consumers and developers is formed through a sales and purchase agreement as stipulated in Article 1457 of the Civil Code, which is an agreement in which the seller binds themselves to deliver an item and the buyer pays an agreed-upon price. In practice, this agreement often begins with a Sales and Purchase Agreement (PPJB) as the initial basis for binding the property object.[2]

The property sector in Indonesia has shown significant growth, with developers playing a crucial role in housing provision. However, legal issues often arise in its implementation, particularly the transfer of assets promised to consumers to other parties without their consent. This creates conflicts of interest and has the potential to harm consumers who are legally protected. Transferring assets without consumer consent may violate the principle of good faith as stipulated in the Civil Code and the provisions of Law Number 8 of 1999 concerning Consumer Protection, which emphasizes the weaker position of consumers compared to business actors. Furthermore, third parties receiving asset transfers must also be assessed in terms of good faith and knowledge of the legal status of the transferred object. In addition to civil law and consumer protection, asset transfers also relate to corporate governance as stipulated in Law Number 40 of 2007 concerning Limited Liability Companies, specifically regarding the authority of directors and the responsibilities of company organs. Procedural inconsistencies in asset transfers can result in legal liability, including personal liability for directors.

[1] Evelyn Millechen, "Legal Responsibility of Property Developers Declared Bankrupt for Fulfilling Obligations to Consumers from the Theory of Legal Certainty" 6, no. 4 (2024): 10700–710.
[2] Mariam Darus Badrulzaman, Civil Code Book III Contract Law with Explanation. (Bandung:, 2011).

The case of PT Citra Agrindo Lestari demonstrates that non-compliant asset transfers can give rise to complex legal disputes, involving contractual aspects, consumer protection, and third-party liability. Therefore, an in-depth study is needed regarding the developer's legal liability in asset transfers to third parties, as well as legal protection mechanisms for consumers. Based on this description, this research is important to be carried out to provide legal certainty, protection for consumers and business actors, and to create Asset transfer is a legal act involving the transfer of rights to an object from one party to another, which can be done through methods such as buying and selling, grants, exchanges, or other forms of agreements that are legally recognized by law. In civil law, the transfer of rights to an object must meet the requirements stipulated in Article 1320 of the Civil Code regarding the validity of an agreement, as well as following the principle of pacta sunt servanda, which states that a valid agreement has binding force like a law for the parties who make it. Asset transfer is a legal act that involves the transfer of rights over an object from one party to another, which can be accomplished through various forms of agreement, such as sale and purchase, gift, exchange, or other legally valid forms of agreement. This transfer not only results in a legal transfer of ownership but also gives rise to legal consequences in the form of new rights and obligations for the parties involved in the agreement. From a civil law perspective, the transfer of rights to an object must fulfill the conditions for a valid agreement as stipulated in Article 1320 of the Civil Code (KUHPerdata), namely: (1) agreement of the parties; (2) capacity to enter into an agreement; (3) a certain matter; and (4) a lawful cause. If one of these conditions is not fulfilled, the agreement can be cancelled or void by law.

In addition, the implementation of the agreement must also be based on the principle of pacta sunt servanda, as regulated in Article 1338 paragraph (1) of the Civil Code, which emphasizes that every agreement made legally applies as law for the parties who make it. Furthermore, Article 1338 paragraph (3) of the Civil Code emphasizes that the agreement must be implemented in good faith, which means that the parties are not only bound formally, but also morally and appropriately in implementing the contents of the agreement. Thus, the transfer of assets cannot be viewed solely as an economic or administrative action, but rather as a legal action that has binding legal consequences and must be carried out carefully, transparently, and without harming other parties.property business practices based on the principles of good faith, transparency and fairness.[3]

2. Research Methods

This research is a normative legal study using a statute approach, a case approach, a historical approach, a comparative approach, and a conceptual approach.

[3] Kawaguchi Tohru and Aomori Prefectural, “Juridical Review of Developers' Legal Obligations to Housing Consumer Rights According to Law Number 8 of 1999 Concerning Consumer Protection,” No. 8 (2021): 22–26.

Furthermore, this study also uses a sociological juridical approach to examine the application of law in the practice of property transfers from developers to consumers.

The research data consists of primary and secondary data. Primary data was obtained through interviews and direct field observations, while secondary data was obtained from primary, secondary, and tertiary legal materials collected through literature review, the internet, scientific journals, articles, and related documents.

Data collection methods included literature study and interviews, inventorying and reviewing laws and regulations and documents relevant to the research. The instruments used included documentation forms and bibliographic forms.

Data analysis was conducted qualitatively, namely by systematically grouping, organizing, and reviewing data to obtain a clear picture of the research problem and find answers to the problems being studied. This research is descriptive and analytical, namely providing an overview of the research object based on applicable legal provisions without drawing general conclusions.

3. Results and Discussion

3.1. Implementation of the Transfer of Property Rights from PT Citra Agrindo to Consumers

The results of the study indicate that the transfer of property rights by developers to consumers must be based on the Civil Code, the Consumer Protection Law, and the Housing and Residential Areas Law to ensure legal certainty and protection of the rights of the parties. The legal relationship between PT Citra Agrindo Lestari and consumers arises from a sales and purchase agreement based on Article 1457 of the Civil Code which then binds the parties based on the principle of pacta sunt servanda (Article 1338 of the Civil Code).

According to Ahmadi Miru and Sutarman Yodo, consumer protection is a legal effort that aims to balance the position between consumers and business actors in order to achieve justice in economic transactions.[4]In the context of property, consumers are parties who buy or use a house, apartment, or property unit from a developer for personal use, not for resale.

Defaults in the transfer of company assets are often associated with unclear asset status, violations of agreement clauses, or transfers made with bad faith. Therefore, it is important to ensure the contents of the agreement are clear and comply with legal procedures to avoid future disputes. Furthermore, defaults in

[4] Ahmadi Miru and Sutarman Yodo, Consumer Protection Law (Jakarta: Rajawali Pers, 2022).

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asset transfers can also impact third parties such as creditors, investors, and consumers who have legal relationships with the company. In such circumstances, the injured party can file a civil lawsuit to obtain legal protection and certainty of rights. Therefore, defaults in asset transfers constitute a breach of the agreement that gives rise to legal liability for the injured party. Therefore, every asset transfer must be carried out in good faith, with legal certainty, and in accordance with statutory provisions.[5]

The legal relationship between consumers and developers is usually formed through a Sales Purchase Agreement (PPJB), which gives consumers obligatory rights to demand the handover of the object in the future.

Problems arise when developers transfer assets to a third party while the object is still bound by consumer rights. Such transfers are not inherently prohibited, but they become problematic if they disregard consumer rights or cause harm. In such circumstances, the developer's actions can be classified as breach of contract or an unlawful act (Article 1365 of the Civil Code).

Under the Consumer Protection Law, consumers have the right to legal certainty, security, and accurate information. Therefore, developers remain responsible even if assets have been transferred to another party. Furthermore, the Deed of Sale and Purchase (AJB), as an authentic deed, provides complete evidentiary force and serves as the basis for legal protection for consumers.

Legal protection for consumers in property transactions is crucial, given that consumers are often in a weaker position than developers. Developers control information, legal documents, and the construction process, while consumers generally only receive the information provided by the developer. Therefore, the state provides legal protection through various regulations, such as the Consumer Protection Law and Law Number 1 of 2011 concerning Housing and Residential Areas.

The Consumer Protection Law provides consumers with the right to comfort, security, and safety when using goods or services. Consumers also have the right to receive accurate, clear, and honest information regarding the condition of the property being offered. Furthermore, consumers have the right to compensation or redress if they suffer losses due to developer error.[6]

[5] Az. Nasution, Consumer Protection Law. (Jakarta: Diadit Media, 2011).

[6] Natalia Tesalonika Megumi Pandjaitan, "Legal Responsibility of Developers to Consumers for Hidden Defective Goods in Property Sales and Purchase Transactions for Home Buildings," Unsrat Faculty of Law Journal 13 (2), no. 2 (2025).

3.2. Obstacles and Responsibilities in Transferring Property Rights to Consumers

The research results show that there are several main obstacles, namely the incomplete land administration (main certificate or certificate splitting), transfer of assets to second parties without consumer consent, and lack of caution on the part of second parties in checking the legal status of the object.

The study also found that the principle of good faith (Article 1338 paragraph (3) of the Civil Code) is an important factor in determining the liability of the second party. The second party is obliged to ensure that the object is not in dispute or bound by the rights of another party. If the second party is aware of the consumer's rights but still accepts the transfer, it is considered not acting in good faith and can be held jointly responsible with the developer.

Legal liability can arise in the form of breach of contract or unlawful acts (Article 1365 of the Civil Code). Consumers who have a Deed of Sale and Purchase (AJB) have strong legal rights, so any transfer that ignores these rights can give rise to disputes and legal uncertainty.

3.3. Legal Power of Sale and Purchase Deed as Evidence

A Deed of Sale and Purchase (AJB) drawn up by a Land Deed Official (PPAT) is an authentic deed with perfect evidentiary force under Article 1868 of the Civil Code. According to the theory of evidence, an AJB has external, formal, and material force, so the contents of the deed are presumed true until proven otherwise.

AJB provides legal certainty regarding the transfer of rights from PT Merdeka Jaya to the buyer (Abimanyu) for the land object in Citra Persada 3 Housing. However, disputes can still occur if the object has previously been agreed to another party through PPJB.

If a developer transfers the agreed-upon property, it can be categorized as a breach of contract or an unlawful act. Consumers have the right to demand compensation, cancellation, or fulfillment of the contractual obligations under the Civil Code and the Consumer Protection Law.

3.4. Legal Solutions for Resolving Property Transfer Disputes

The research results show that dispute resolution can be carried out through two channels, namely non-litigation (mediation, negotiation, arbitration) and litigation (court).

Non-litigation is part of Alternative Dispute Resolution (ADR), which emphasizes fast, peaceful, and win-win solutions. If unsuccessful, resolution is pursued through the courts based on breach of contract (Article 1239 of the Civil Code) or unlawful acts (Article 1365 of the Civil Code).

In this case, PT Citra Agrindo may be held liable for damages, cancellation of the agreement, or performance. The Consumer Protection Law also provides a legal basis for consumers to obtain protection and justice.

4. Conclusion

The transfer of property rights by PT Citra Agrindo Lestari to a third party must respect the consumer's rights established in the sales and purchase agreement. Failure to comply with these rights could result in a breach of contract or an unlawful act under the Civil Code. The Deed of Sale and Purchase (AJB) serves as authentic evidence that provides legal certainty and strengthens the consumer's position over the agreed-upon object. The second party also has an obligation to act in good faith, including checking the legal status of the object before accepting the transfer. If the second party is aware of consumer rights but still accepts the transfer, they may be held legally accountable, along with the developer. Dispute resolution can be conducted through non-litigation or litigation channels to provide protection and legal certainty for consumers.

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