

Consumer Protection on Partial Cancellation in Motor Vehicle Sale and Purchase Agreement Based on Law Number 8 of 1999

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Abstract

This study examines consumer protection against unilateral cancellation of oral motor vehicle sales and purchase agreements, focusing on the practice at the Berkah Motor business in Banda Aceh. Oral agreements in the sale and purchase of used motorcycles, although legally valid according to the Civil Code (KUHPerdara), have significant weaknesses in terms of proof in the event of a dispute. The case studied shows how a business actor unilaterally canceled the agreement due to late installment payments by the consumer, without providing prior information regarding the provisions, and without returning the down payment. This action violates the principle of good faith and the provisions of Articles 7 and 18 of Law Number 8 of 1999 concerning Consumer Protection, which require business actors to provide clear information and prohibit the inclusion of unilateral exoneration clauses. The research method used is a sociological juridical approach with primary data collection through interviews and secondary data from laws and regulations and related literature. The results of the study indicate that although oral agreements are valid and binding, business actors are still obliged to fulfill consumer rights fairly. In the event of a dispute, Berkah Motor generally resolves the dispute through deliberation to reach a consensus, but its effectiveness depends heavily on the good faith of the business owner. If peaceful efforts fail, consumers can pursue legal action through the Consumer Dispute Resolution Agency (BPSK) or the courts. This study emphasizes the importance of drafting written agreements and

the need to improve legal education for consumers to prevent losses resulting from unilateral cancellation of verbal agreements.

KEYWORDS: *consumer protection, unilateral cancellation, verbal agreements, sale and purchase of motor vehicles, Consumer Protection Act*

Introduction

Buying and selling transactions have been an integral part of people's economic activities since ancient times. However, there is no clear record of when this trade officially began to take place. Sale and purchase agreements are one of the most common forms of agreements in trade transactions, both for everyday consumer goods and high-value goods such as motor vehicles.¹ Vehicles, such as cars and motorcycles, have become an essential necessity for many people as a means of transportation or part of economic activities. However, in practice, the implementation of motor vehicle purchase and sale agreements often faces various obstacles. One of the problems that often arises is unilateral cancellation by one of the parties to the agreement, both the seller and the buyer.

According to Article 1457 of the Civil Code, buying and selling is defined as an agreement in which one party promises to deliver goods and the other party pays the agreed price. This is in accordance with the provisions of Law Number 8 of 1999 concerning Consumer Protection. In buying and selling transactions, there is a principle of freedom of contract, which is to give full freedom to people to make agreements about anything, as long as it does not violate laws, moral norms, and public order (Articles 1337 - 1338 of the Civil Code).²

In the current era of globalization, motorcycles have become a need for many people, so many used motorcycle dealers offer more affordable prices. This causes various cases of losses for consumers in used motorcycle transactions. Related to that, the phenomenon that occurred in the Berkah Motor business in Ule Kreng sub-district, Banda Aceh city where consumers made transactions by wanting to buy used motorcycles in that place. When meeting and making transactions, the business actor and the consumer agree to carry out a buying and selling transaction and determine the selling price for the used motorcycle. Then when both parties have agreed to carry out a

¹ Shobirin Shobirin, "Buying and Selling in the Islamic View," *BUSINESS : Journal of Islamic Business and Management* 3, no. 2 (2016): 239.

² T Syahfitri, "Juridical Review of Buying and Selling According to Civil Law," *Das Sollen Law Journal*, 2018, 1–13.

buying and selling transaction, the business actor and the consumer make an agreement verbally with the agreement of the consumer to give a down payment to the business actor. Then the motorcycle selling price agreement is IDR 10,000,000, with a system of using a down *payment* as an initial guarantee where the consumer pays IDR 500,000 and the next payment is paid in monthly installments and the motorcycle will be handed over to the buyer on the agreed date along with complete documents. Business actors also guarantee that the motorcycles sold are free from all forms of disputes, demands, or other legal burdens. Both parties also agreed to conduct family deliberations if problems occur during the agreement.

One of the sale and purchase agreement systems that is now widely used is buying and selling with a down payment. A down payment is a sum of cash paid by the buyer to the seller as a down payment, which will be counted towards the total payment if the transaction is continued. However, if the seller does not proceed with the transaction, then the advance remains the seller's. An advance serves as a binding tool for agreements, and in buying and selling transactions, the term "down payment" becomes very important. One of the things that need to be considered in buying and selling transactions is to ensure that the goods purchased are halal and the way they are purchased is also halal. To show the seriousness of potential buyers, they are usually required to pay a down payment. Sometimes, sellers feel the need to ask for some money so that potential buyers feel more involved in the transaction.

In this agreement, the parties agree to make an agreement orally, where in the oral agreement both parties agree on the selling price of the motorcycle of IDR 10,000,000, which is paid in installments by the consumer for 10 months, the business actor also guarantees the quality of the motorcycle and if there is a defect in the motorcycle within a month after purchase, it will be borne by the business actor. However, after the implementation of the agreement in the third month, the consumer is late in paying the installments because his child is sick, suddenly the business actor cancels the agreement because the consumer is late in paying the installments, but the business actor does not return the down payment that the consumer has submitted at the beginning of the agreement. This is the gap in the oral agreement where the perpetrator does not tell at the beginning of the agreement that there is no advance refund when there is a problem in the agreement.

However, the business actor does not provide information to consumers regarding the provisions for the cancellation of unilateral buying and selling where the business actor will take back the motorcycle when the consumer is late in paying the installments and there is no down payment.

As a result, consumers are dissatisfied because there is no explanation from the business actor at the beginning of the agreement and still want a full down payment refund. This situation is contrary to Law No. 8 of 1999 concerning Consumer Protection, especially in Article 7 letter b which states the obligation of business actors to "provide true, clear, and honest information about the condition and warranty of goods and/or services and provide an explanation of use, repair, and maintenance." That is why³

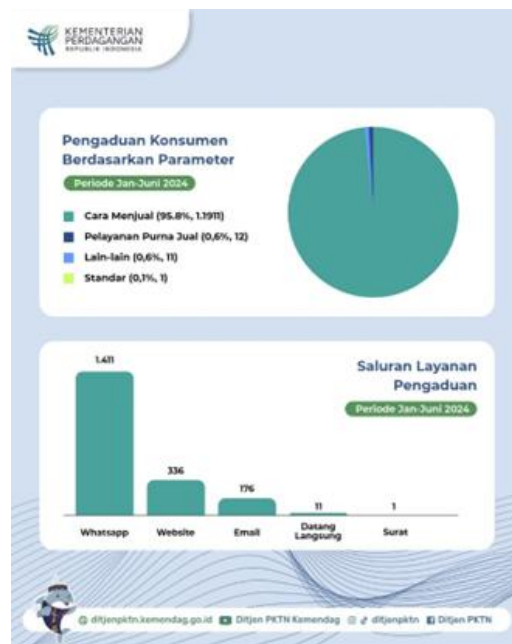
A verbal contract is an agreement between two or more parties in written form that is formally made and agreed upon by all parties involved. Usually, a verbal contract is executed in writing and paid for by the parties involved in the contract. However, verbal agreements have significant weaknesses because it is difficult to prove the contents of the agreement reached by all parties. Therefore, it is advisable to make a written agreement that clearly states the terms of the agreement.

While the provisions of Article 1313 of the Civil Code are not explicitly mentioned regarding written agreements, the Civil Code only defines an agreement as an act of one or more persons to associate themselves with another person. Then, in Article 1320 of the Civil Code, it is stated that there are two main elements of a contract: 1. agreement, 2. capacity, 3. certain matters, and 4. lawful cause. Thus, agreements made orally also have binding legal force between the parties who make them. However, in reality agreements are not always kept by the parties who make them and this can be a serious problem for both parties.⁴ Therefore, it is important to take care of the two sides to mitigate the risk of developing a pest. Defaults are difficult to prove in other licensing agreements because there is no clear written evidence of the contents of the agreement.

Figure 1. Consumer Advocacy

³ Milawartati T Ruslan, "Legal Protection of Consumers in Two-Wheeled Motor Vehicle Financing Agreements Based on Law Number 8 of 1999 concerning Consumer Protection," *Catalog Journal* Volume 4 N (2019): 1–11.

⁴ Regina Veronika Wauran, "Legal Certainty of Oral Agreements According to Civil Code Article 1338," *Lex Privatum* VIII, no. 4 (2020): 90.



Source: https://ditjenpktn.kemendag.go.id/secairai-berkailai/ditpk/2024-09-22-laiaporain-laiyainain-pengaiduain-konsumen-ai2s2c?utm_source

The law of Islam is based on the laws of Islam, the laws of the law of the land are also regulated by the provisions of the law. According to Islamic law, every piece of jewelry that is filled with liquid is fulfilled, and it is permissible to have a certain element of happiness other than the loss of a loved one. This hail is in line with the principle of seaidilain yaing becoming another daisiin utaimai dailaim of Islamic law. Therefore, it is necessary to do the reorganization of the wajib by the pertimbaingain that saih daipait is to be protected by the government, and that it will not cause any loss that does not need to be for other parties.⁵

In practice, even if there is a dispute between the seller and the buyer, this does not guarantee that there will be no dispute over the agreement that has been made previously. Such other agreements may certainly cause losses for both parties. Every transaction that has fulfilled the necessary elements becomes permanent (cannot be canceled), so that the agreement is binding and must be fulfilled by the parties involved. This is stated in QS. Al-Isra' verse 34.

لَا تَقْرُبُوا مَالَ الْيَتِيمِ إِلَّا بِالَّتِي هِيَ أَحْسَنُ حَتَّىٰ يَبْلُغَ أَشُدَّهُ وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا

⁵ Muflihatul Bariroh, "A Review of Islamic Law Against," *Journal of Islamic Law and Law Thought* 2, no. 2 (2016): 102–26.

“Do not approach the property of orphans except in the best manner (by developing it) until they reach maturity, and fulfill your promises, for indeed, you will be held accountable for your promises.”

The agreement stipulates that after an agreement is made, both parties have the obligation to comply with the contents of the agreement. This is because the agreement that is made is the result of mutual consent. A new agreement is considered valid once it has been agreed upon by the parties involved, and if there are any changes or amendments, the final agreement becomes the basis for the agreement that has been reached.

Therefore, this research is urgent when the dispute is played out by both parties in a verbal manner, which raises questions about the legal power and protection of consumers as well as the resolution when A dispute between the seller and the consumer. A comprehensive approach that takes into account the applicable legal provisions and provides a more appropriate solution to the problem, while also ensuring legal protection that is fair and covers both parties equally.

Research Methods

This research is an empirical legal study with a qualitative juridical-sociological approach. The aim is to analyze the application of Law Number 8 of 1999 concerning Consumer Protection in the practice of buying and selling motor vehicles, particularly in cases of unilateral cancellation. This study uses primary data, namely interviews with consumers who experienced unilateral cancellation and business actors (motor vehicle dealers/showrooms). Secondary data includes laws and regulations (UUPK, KUHPPerdata, and related regulations) as well as relevant scientific literature and academic references.

Form Of Sale And Purchase Agreement

Article 1233 of the KUHPPerdata concerning contracts explains: “A contract is an agreement between two parties to perform certain obligations.” Furthermore, Article 1333 of the Civil Code states that: “A contract is an agreement between two parties to do something or not to do something.”

Furthermore, Article 1320 of the Civil Code states that there are four (4) parties to a contract, namely:

1. The parties who are bound by the contract; This means that the parties involved in the agreement must have consent that is in accordance with the contents of the agreement. This consent must be

given voluntarily, without coercion, force, or intervention from other parties.

2. The ability of parties to enter into an agreement; Parties entering into an agreement must have the legal capacity or authority to enter into a legal relationship. In general, a person is considered legally competent if they are of legal age and have a sound mind.

3. A specific result: This requirement is necessary to determine the obligations of the parties, especially the debtor, in the event of a dispute. In accordance with Article 1338 of the Civil Code, a contract must have a subject matter that is clearly defined.

4. A cause (cause of action) that is valid. This means that the purpose to be achieved through the agreement must be lawful, not contrary to regulations, morality, or public order.⁶

The provisions of Article 1313 of the Civil Code do not explicitly mention “written agreements.” The KUHPerdaitai defines a contract as an act of one or more parties binding themselves to another party. However, in general, contracts are divided into two forms, namely verbal and written. Verbal agreements are agreements made by parties with sufficient verbal agreement, while written agreements are made in written form (contracts), either in the form of authentic documents or documents certified by a notary. The legal validity of these two types of agreements does not depend on their form, whether written or verbal.⁷

The validity of an agreement is not dependent on a specific form. The Civil Code does not systematically mention the form of a contract. Each party entering into a contract has the freedom to create a contract, meaning they are free to create a contract either verbally or in writing. This freedom to enter into a contract is a freedom that gives the parties the freedom to:

- a. Enter into or not enter into a contract;
- b. Enter into a contract with anyone;
- c. Determine the content of the agreement, its parties, and its conditions; and

⁶ I Made Arya Irawan and I Putu Rasmadi Arsha Putra, "Oral Agreements: Their Legal Strength and Validity Based on the Code of Civil Law," *Kertha Village Journal* 10, no. 11 (2023): 1128–37.

⁷ Ridho Oktavianto, Serdjana Orba Manullang, and Retno Kus Setyowati, "Juridical Review of the Power of Oral Agreements as Evidence in Unlawful Acts," *Krisna Law : Jurnal Student Faculty of Law, Krisnadwipayana University* 5, no. 2 (2023): 109–19.

- d. Determine the form of the agreement, whether it is written or verbal.⁸

In general, agreements according to form are differentiated into:

1. Oral Agreement

This is an agreement that is agreed upon verbally. This type of oral agreement is still valid, but it becomes valid if a dispute arises regarding this agreement, making it difficult for both parties to provide proof.

2. Written agreement

This agreement has two forms, namely a written agreement with a trusted source and a written agreement with an authentic source.

Thus, basically, agreements that are carried out verbally without being stated in a written agreement, either through a private agreement or an agreement with an authentic deed, are still recognized and valid based on the agreement of the parties, but have the disadvantage of being weak in terms of proof.

The legal force of an agreement is reflected in the provisions of "Article 1338 paragraph (1) of the Civil Code that all agreements made legally apply as law for those who make them." The provisions of this article do not include the form of the agreement made. The clause stating all agreements indicates that there is application to all forms of agreements. All forms of agreements referred to are both written and oral agreements. For all forms of agreements made, both written and oral, as long as they are valid, they are not covered by oral agreements. Therefore, the oral agreement can be applied to forms of agreements made verbally.⁹

Based on the applicable provisions, the executor of the used motorcycle buying and selling agreement through a verbal agreement at least involves two people as the parties who agree. Both individuals act as a pair of parties in the agreement as well as legal subjects who have legal rights and obligations. In the context of this research, the intended ones are the seller and the buyer of the used motorcycle. This agreement is interpreted as an

⁸ A Study, D I Banda, and Rayhan Ariangga Hs, "Jual Beli Sepeda Motor Dengan Panjar The Settlement Of Breach Of Contract In The Cancellation Of Motorcycle Sale Agreement With Advance Payment (A Study In Band Aceh) Introduction Article 1313 of the Civil Code describes that Pe" 8, no. 1 (2024): 9–19.

⁹ Billy Dicko Stepanus Harefa, "The Legal Power of Oral Agreements If Default Occurred (Study of Yogyakarta District Court Decision Number 44/PDT. G/2015/PN. YYK)," *Private Law* 4, no. 2 (2016): 114–19.

agreement to obtain the appropriate action, to carry out the action, and to protect oneself from doing the appropriate action. In other words, an agreement creates a legal relationship that binds two parties, either in the form of a written agreement or a written agreement that contains a promise of agreement. Therefore, an agreement to buy and sell a used motorbike that is carried out orally is still considered valid as long as it fulfills the elements of a legal relationship.¹⁰

Form of Motor Vehicle Sales and Purchase Agreement at Berkah Motor Business

Berkah Motor is a business that operates in the field of buying and selling motor vehicles, particularly used ones. Berkah Motor operates its business through on-site sales. Based on observations and interviews with management, Berkah Motor employs verbal agreements in vehicle sales transactions.

In some cases, especially in quick sales or when the buyer states that he will return to pay at a later date, Berkah Motor carries out the transaction verbally, by:

- a. verbal agreement on the selling price and payment method in installments
- b. handing over a down payment without being accompanied by a formal agreement.
- c. Hanvan provides a simple receipt or proof of transfer as a sign of the initial transaction.¹¹

Although this practice is more practical and faster, from a legal perspective, this form of agreement leaves room for disagreement in the event of unilateral cancellation or misunderstanding.

An oral agreement is an agreement agreed to by the parties without being written down. According to Article 1320 of the Civil Code, an oral agreement is valid if it meets four conditions.

- a. agree to be bound.
- b. is made according to the law.
- c. the presence of a clear object.

¹⁰ Putu Nugraha Widiarta and I Wayan Novy Purwanto, "The Validity of Oral Agreements in the Buying and Selling of Cars in Wahana A" A Motorcycle Accident in Bangladesh." *Kertha Semaya: Journal Ilmu Law* 6, no. 1 (2017): 1–11, <https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/54465>.

¹¹ Novina Sri Indiraharti, "Aspects of the validity of the agreement in contract law (a comparison between Indonesia and South Korea)," *PRIORIS Law Journal* 4, no. 1 (2016): 15–38, <https://doi.org/10.25105/prio.v4i1.373>.

d. lawful purposes.¹²

However, although oral agreements are valid, they have major weaknesses in terms of proof.

A verbal agreement is a form of agreement based solely on verbal statements between two parties, the seller and the buyer. In the context of the Berkah Motor business, this form of agreement is common practice because it is considered faster, more practical, and in line with local customs. Even if not written down, a verbal agreement remains legally binding as long as it meets the requirements for a valid agreement.

Some of the main characteristics of oral agreements made at the Berkah Motor business can be described as follows:

a. The agreement process occurs directly and spontaneously

Generally, consumers come directly to Berkah Motor's business premises to inspect the vehicles on offer. After communication between the seller and buyer regarding the vehicle's specifications (year of manufacture, engine type, physical condition, completeness of documents), an agreement is reached spontaneously and directly, without lengthy administrative procedures. This agreement can include price, payment method, and delivery time.

b. Absence of Official Agreement Documents

This agreement is not set out in a written form such as a contract or deed. Typically, the only document provided is a payment receipt as proof of the transaction. In many cases, the receipt does not detail important provisions such as the vehicle's condition, warranties, or consumer rights in the event of defects. As a result, legal evidence regarding the contents of the agreement is weakened, and this can be detrimental to one of the parties, especially the consumer.

c. Dependence on Personal Beliefs

The nature of verbal agreements depends heavily on the level of trust between the consumer and the business. In practice at Berkah Motor, many consumers enter transactions based solely on trust in the business owner's reputation or on recommendations from third parties. This trust can be both a strength and a weakness. When the seller acts honestly, the transaction

¹² Wauran, "Legal Certainty of Oral Agreements According to Civil Code Article 1338."

proceeds smoothly. However, if the business is dishonest, consumers find it difficult to assert their rights due to the lack of concrete evidence.

d. Prone to Disputes or Misunderstandings

Without a written agreement, interpretation of the terms of the agreement becomes subjective. For example, a buyer might perceive the seller as promising that the machine would be in excellent condition, while the seller might perceive the seller as merely providing a general description. In this case, the difficulty of providing proof becomes a major obstacle if the consumer wishes to file a complaint or file a lawsuit. Many cases of unilateral cancellation or hidden damage cannot be resolved fairly due to the lack of valid proof of the agreement.

e. Practice of Not Including Witnesses or Supporting Documentation

In verbal transactions, legal witnesses, either third parties or professionals like notaries, are rarely present. Even documentation such as photos of the vehicle during the transaction, audio recordings, or text messages confirming the terms of the agreement are often unavailable. This leaves consumers in a very vulnerable position if a conflict or fraud arises from the seller.

f. Not explicitly stating important details

Oral agreements usually do not contain:

- Time period for returns or complaints
- Responsibility if the vehicle is damaged after purchase
- Guarantee of the legality of vehicle documents (STNK, BPKB)
- Provisions when the buyer cancels the transaction

In fact, in a written agreement, all of these matters can be stipulated from the outset to protect both parties. This lack of detail opens the door to mismatched expectations and even human rights violations.

Oral Agreements for the Sale and Purchase of Motor Vehicles at Berkah Motor Business

The verbal agreements made in motor vehicle sales transactions at Berkah Motor reflect informal business practices still common in the field. These agreements are formed through verbal communication between the seller and buyer without any written documents as concrete evidence. However, under Indonesian civil law, such agreements remain valid and legally binding if they meet the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. By fulfilling the elements of

agreement, legal capacity, a specific object, and a lawful cause, the agreement creates a legal relationship that gives rise to reciprocal rights and obligations for the parties.¹³

Furthermore, in the Indonesian legal system, specifically based on Article 1338 of the Civil Code, it is emphasized that every legally made agreement applies as law for the parties who make it. This strengthens the principle of *pacta sunt servanda* (promises must be kept), which binds the parties to carry out the agreement according to the initial agreement. Thus, even if the agreement is made orally, if all the elements in Article 1320 are fulfilled and carried out by legally competent parties, then all legal consequences of the agreement remain valid. If there is a violation of the agreement, the injured party can demand fulfillment of performance, compensation, or cancellation of the agreement, as regulated in Articles 1243 to 1252 of the Civil Code.¹⁴

However, issues arise in the use of verbal exoneration clauses, namely unilateral statements that limit the business actor's responsibility and impose a disproportionate risk on the consumer. In Berkah Motor's business practice, such clauses are commonly expressed in verbal form such as: "*If the consumer does not pay off the installments within the specified time, the motorcycle will be repossessed and the down payment will be forfeited.*" This clause, although not written, shows the unilateral intention of the business actor to limit his obligations and at the same time free himself from refunding the consumer's money¹⁵ This kind of practice clearly contradicts Article 18 paragraph (1) letter c and letter d of Law Number 8 of 1999 concerning Consumer Protection, which expressly prohibits business actors from including or conveying clauses that are unilateral and detrimental to consumers, whether in writing or not.

Legally, an exoneration clause delivered verbally can still be considered detrimental to consumers, especially if it results in the loss of the consumer's right to a refund, compensation, or cancellation of the transaction. Although the Consumer Protection Law primarily refers to "standard clauses" in written documents, the spirit of its protection is broad, namely to ensure equality between business actors and consumers. In this case, consumers are

¹³ Civil Code, "1 2 3 4" IX, no. 3 (2021): 237–46.

¹⁴ Juliati Br Ginting, "The Power of Binding Agreements Verbally," *The Juris* 6, no. 2 (2022): 429–36, <https://doi.org/10.56301/juris.v6i2.612>.

¹⁵ Magister Kenotariatan and the University of Pennsylvania, "A Collection of Poems": *Lex Generalis Legal Journal*. Vol.5. No.4 (2024) Theme/Edition : Perd LawAta (Fourth Month) <https://Jhlg.Rewangrencang.Com/> 5, no. 4 (2024): 1–13.

the weaker party and have the right to legal protection from unfair agreements.¹⁶

On the other hand, business actors like Berkah Motor also have an obligation to honestly and openly explain all vehicle conditions and payment procedures to consumers, as stipulated in Article 7 of the Consumer Protection Law. When business actors use exoneration clauses to avoid responsibility for vehicle damage or eliminate consumers' rights to down payments, they have violated the principle of good faith, which is a primary principle in every contract. This can ultimately result in legal consequences in the form of responsibility to pay compensation or even be subject to criminal sanctions as permitted by Article 62 of the Consumer Protection Law.

Thus, although the legal relationship established in the sale and purchase of motor vehicles at Berkah Motor is verbal and valid under civil law, the practice of business actors unilaterally issuing exoneration clauses constitutes a violation of the principles of justice and consumer protection. Such clauses cancelled and declared invalid because it is contrary to positive Indonesian law, especially the Consumer Protection Law.

In the verbal sale and purchase of motor vehicles conducted by Berkah Motor, disputes often arise between sellers and buyers. Disputes generally arise from differing perceptions regarding the terms of the agreement, vehicle conditions that do not match the initial description, late installment payments, or the unilateral application of an exoneration clause. Given the informal nature of the legal relationship and the lack of written documentation, Berkah Motor's dispute resolution approach generally prioritizes a deliberation-to-consensus approach.

Deliberation is a method of dispute resolution outside of court that relies on direct communication, negotiation, and mutual agreement between the parties. In this context, businesses and consumers meet to discuss the issues openly and without pressure, with the hope of reaching a fair solution for both parties. For example, in the case of late installment payments, Berkah Motor can first provide a verbal warning, then open the door to compromise, such as rescheduling payments or reducing fines. Similarly, in the case of vehicle damage after the transaction, businesses can offer certain forms of liability, such as minor servicing or component replacement, as a form of amicable settlement.

This amicable resolution aligns with the spirit of Article 6 of Law Number 8 of 1999 concerning Consumer Protection, which states that consumers are obligated to act in good faith when conducting transactions,

¹⁶ Solideo Willy Ticoh and Jemmy Sondakh, "Journal of the Faculty of Law UNSRAT Lex Privatum Vol.13 NO.3 2024" 13, no. 3 (2024).

and businesses are also obligated to fulfill their responsibilities in accordance with the principle of justice. Furthermore, amicable resolution also reflects local cultural values within Indonesian society that prioritize peaceful resolution over formal legal channels.¹⁷

However, the success of amicable resolution depends heavily on the good faith of the business owner. If deliberation fails or the business owner fails to demonstrate responsibility, the consumer has the right to take legal action through the Consumer Dispute Resolution Agency (BPSK) or the district court, based on default as stipulated in Article 1243 of the Civil Code or unlawful acts as per Article 1365 of the Civil Code.

Conclusion

The verbal motor vehicle purchase agreement entered into by the Berkah Motor business is a valid practice under Indonesian civil law as long as it meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. Although valid and binding, this form of agreement has serious weaknesses, especially in terms of proof in the event of a dispute. The case of unilateral cancellation by the business actor against a consumer who is late in paying installments without returning the down payment reflects the unequal position between the business actor and the consumer. In this case, the business actor failed to fulfill its obligations as stipulated in Article 7 of Law Number 8 of 1999 concerning Consumer Protection, which requires business actors to provide clear, honest, and complete information regarding the product and terms of the transaction. The use of unilateral exoneration clauses in verbal agreements also contradicts Article 18 of the Consumer Protection Law, which expressly prohibits practices that unilaterally harm consumers.

The amicable dispute resolution adopted by Berkah Motor is in accordance with Indonesian consumer protection law. However, the effectiveness of such a negotiation depends heavily on the good faith of the business owner. If the negotiation fails to reach an agreement, the consumer has the right to pursue legal action through the Consumer Dispute Resolution Agency (BPSK) or the district court. To prevent future losses, increased legal awareness is needed from both businesses and consumers. It is recommended that all agreements, especially those involving high-value transactions such as motor vehicles, be written down to ensure legal certainty and fair protection for both parties.

¹⁷ Moh Ainun Najib, "Dispute Resolution Default on Cooperation Agreement (Ijarah) Between Entrepreneurs with Batik Artisans in Pekalongan City" 3, no. 1 (2023).

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