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Juridical Study Concerning Legal Responsibility in Used Car Sale and Purchase Agreements (Auto 2000 Rantauprapat Case Study)

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Abstract: This study uses a qualitative research method. The author took this qualitative method because there are several considerations and because the qualitative method is more able and easy to adjust when dealing with multiple circumstances, this method presents the essence of the relationship between researchers and respondents directly and this method is more sensitive so that it can adapt and sharpen many mutual influences on the value patterns faced by researchers. This research was conducted at Auto 2000 Rantauprapat located on Jl. SM. Raja, Bakaran Batu, Kec. Rantau Sel., Kab. Labuhanbatu, North Sumatra, the researcher conducted this research by going directly to Auto 2000 Rantauprapat to collect information and data through interviews with the owner of Auto 2000. Buying and selling is a transaction to replace or exchange goods based on the existence of an agreement, in order to meet someone's needs. In practice, buying and selling used cars can be done directly by the seller and buyer, but the seller and buyer have their respective rights and obligations. The formulation of the problem in compiling this research is: (1) what is the used car buying and selling agreement at Auto 2000 Rantauprapat, (2) what is the responsibility of the business actor if there is a default in the purchase of a used car. The research results obtained by researchers at Auto 2000 Rantauprapat are: (1) that the used car sales and purchase agreement (akad) at Auto 2000 Rantauprapat uses an agreement that is almost the same as other used car showrooms, namely the agreement (akad) is made verbally and reinforced with proof of purchase note, (2) the responsibility of the business actor in this case Auto 2000 Rantauprapat if there is a default is to remain fully responsible for the default that the business actor does and seek a solution together with its consumers, although according to the statement of the Auto 2000 Rantauprapat business owner since he started the business he has never committed a default against his consumers because Auto 2000 Rantauprapat explains and describes the condition of the car he sells as it is or according to the truth.

Keyword: Legal Study, Legal Responsibility, Sales and Purchase Agreement.

INTRODUCTION

Rapid advances in technology in the transportation sector have had an impact on automotive trade, as evidenced by the emergence of various types of new cars from various brands. This can be seen from the use of cars by the general public. In general, a new car is everyone's dream, but the problem is that not all of us can afford to buy it.

Therefore, buying a used car for some people is the easiest and fastest alternative to have a means of transportation. Conditions like this certainly make the used car market always busy. Buying a used car certainly has advantages and disadvantages. The advantage is that the price of used cars is relatively cheaper, while the disadvantage is that the condition of the vehicle's engine is not informed or the seller does not inform the buyer, which could be due to deliberate factors.

Buying and selling is a transaction that must be based on the willingness of both parties. In Islam, when someone buys and sells, they must fulfill the conditions and pillars that have been set. According to the majority of scholars, there are four types of buying and selling, namely people who agree to be buyers and sellers, there are pronunciations of consent and qabul, objects to be bought, and values to replace the goods, [1].

An agreement is defined as a legal act regarding assets between two parties, in which one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of the promise, [2]. An agreement is an event where one person makes a promise to another person or where two people promise each other to carry out something. From this event, a relationship arises between two people which is called an alliance. In other words, an agreement is a legal relationship in the field of property law which gives rise to rights on one side and obligations on the other, [3].

Definition of agreement according to Article 1313 of the Civil Code [4] is: "An agreement is an act by which one or more people bind themselves to one or more other people." In the Civil Code there is a provision that all agreements made legally apply as law for those who make them (Article 1338 of the Civil Code), [5]. So, the agreement can be considered for the parties as a law whose material is very concrete and the attachment to its provisions is based on their own wishes. According to Abdul Kadir Muhammad, the definition of agreement in Article 1313 of the Civil Code is incomplete and has several weaknesses, including:

1. This formulation is only suitable for one-sided agreements because the word "binding" only comes from one party.
2. This definition is too broad, because it does not state that binding oneself is limited to the field of property law, so it could also include marriage agreements in the field of family law.
3. Without mentioning the purpose, so it is not clear what the parties are binding themselves for. So from these shortcomings, he completes the definition of an agreement as an agreement with two or more people who bind themselves to carry out something in the field of property law, [6].

Business actors according to the Law concerning consumer protection article 1 paragraph (3) are every individual or business entity in the form of a legal entity or non-legal entity which is established or domiciled and carries out business activities within the jurisdiction of the Republic of Indonesia, either jointly or individually. which is carried out through agreements for the implementation of business activities in various economic fields. In the explanation of the Law, business actors include companies, state-owned companies, importers, traders, distributors, cooperatives and others, [7]. The definition of consumer in the Consumer Protection Law Article 1 number 2 Number 8 of 1999 is every person who uses goods and/or services available in society, whether for their own benefit, family, other people, or other living creatures and not for trading, [8].

Achievement is something that must be fulfilled by the debtor in every engagement. Article 1234 of the Civil Code states that: "every agreement is to give something, do something, and not do something", [9]. Default is the non-fulfillment of an obligation or negligence or

delay committed by the parties entering into the agreement. Definition of default according to experts. According to Subekti, default is if the debtor (debtor) does not do what he promised, then he is said to be in default. He was negligent or negligent or broke his promise. Or he also violates the agreement, if he does or does something he is not allowed to do,[10].

In the case of buying and selling used cars at Auto 2000 Rantauprapat, there is an example of a case in 2022 of a company that has experienced default problems, namely the Auto 2000 Rantauprapat company which was purchased through leasing in North Sumatra Province, especially the Rantauprapat area. The problem that occurs is triggered by the consumer violating the contractual agreement that has been agreed upon by both parties, as a result of which the company suffers losses. For example, a leasing company or financing institution called Mandiri Tunas Finance - Rantau Prapat providing services to consumers is the main party that always experiences such problems, how could it not be the leasing party that facilitates the credit transaction process to consumers, but in reality the agreement that has been agreed to in payment installments as if rejected by consumers, [11] This is because Auto 2000 Rantauprapat prioritizes selling new cars rather than used cars and collaborates with leasing companies.

Based on what has been described above, the author is interested in knowing how to implement and buy and sell used car agreements and what the seller's responsibilities are if there is a default on a used car purchased from Auto 2000 Rantauprapat by conducting more in-depth research by taking the research title "Juridical Study of Legal Responsibility in Used Car Sale and Purchase Agreements (Auto 2000 Rantauprapat Case Study)".

METHOD

In conducting research, there must be a research location. The author chose the research location at Auto 2000 which is located on Jl. BC. Raja, Bakaran Batu, Kec. Rantau Sel., Kab. Labuhanbatu, North Sumatra. This type of research is a qualitative method, namely by making considerations and because the qualitative method is more adaptable and easy to adapt when dealing with multiple situations, this method presents the essence of the relationship between the researcher and the respondent directly and this method is more sensitive so that it can adapt and has many sharpening influences. together on the value patterns faced by researchers, [12].

Data collection techniques are techniques or methods that researchers can use to collect data, and data collection instruments are tools chosen and used by researchers in their data collection activities so that these activities become systematic and easier, [13]. In this research, researchers act as instruments and data collectors. The procedures used in data collection are: (a) Observation, (b) Interview, (c) Documentation.

Data analysis means reviewing data obtained from the field by organizing the data into categories, breaking it down into units, choosing which ones are important and will be studied, and making conclusions so that they are easily understood by yourself and others, [14].

RESULTS AND DISCUSSION

Purchase Agreement for Used Car Purchase at Auto 2000 In the sale and purchase of used cars, the parties will be involved in a sale and purchase agreement.

Based on Article 1320 of the Civil Code, the validity of an agreement requires 4 conditions, namely :

- 1) There is an agreement of will by both parties
- 2) The ability to carry out a legal act
- 3) The existence of a certain object or thing
- 4) A lawful cause In general,

Matters relating to the implementation of the agreement as determined in the agreement of the parties are as follows :

- 1) Proof of Ownership of Motor Vehicle Serial No. and Year of Manufacture. Objects that are traded in cash or on credit between the parties can be said to be truly desired by the buyer and also in accordance with the price determined by the company.
- 2) The price of the car offered, according to the company, is not a fixed price, meaning that prospective buyers can make offers according to the prospective buyer's ability.
- 3) The price of the vehicle with a brand that has been agreed upon by the parties with the price and color of the car that matches the STNK.

The buyer agrees to make a payment for the agreed price of the car. From the results of the researcher's interview at Auto 2000, the buying and selling transaction process at Auto 2000 Rantaupraptat is carried out from 10:00 WIB to 17:00 WIB and Auto 2000 is open every day except Sundays and holidays. In addition, according to the Chief Executive of Auto 2000 Rantaupraptat, Mr. Martogi Siahaan, almost every day there are consumers who come to Auto 2000 with the aim of being buyers or just looking for information about cars and the latest market prices. As for the results of the statement of the business actor in this case the Chief Executive of Auto 2000 Rantaupraptat.

Namely the buying and selling transaction of used cars at the Chief Executive of Auto 2000 Rantaupraptat, there is a process carried out in buying and selling used cars as follows :

- 1) How to obtain used cars. Used cars traded come from various cities, both from within the province and outside the province.
- 2) How to set prices For pricing at Auto 2000 Rantaupraptat, business actors adjust to the prevailing market prices in other showrooms in order to maintain price equality between showrooms.

The Auto 2000 Rantaupraptat service procedure in implementing the sales and purchase agreement is as follows :

- a) Buyers who come to Auto 2000 Rantaupraptat are immediately greeted and asked with the sentence "can we help you?"
- b) After knowing the buyer's needs, the business actor immediately directs the buyer to the intended car.
- c) Then the business actor explains the condition, state and completeness of the documents of the intended car to the buyer such as STNK and BPKB
- d) After that, Auto 2000 Rantaupraptat begins to offer a price for the car.
- e) After agreeing on the price of the intended car, the business actor advises the buyer to test drive the car.
- f) And if the buyer feels that the car and the price offered for the car are suitable, the business actor asks the buyer how the payment transaction is to be carried out.
- g) After payment is made, the buyer legally owns the car and is given proof of purchase.

Responsibility of Business Actors in the Event of Default

A sales and purchase agreement that is not implemented (default) can have legal consequences. These legal consequences are regulated in Article 1243 of the Civil Code which reads as follows "reimbursement of costs, losses and interest due to failure to fulfill an obligation begins to be required, if the debtor, even though he has been declared negligent, remains negligent in fulfilling the obligation, or if something must be given or done, it can only be given or done within a time that exceeds the specified time." The form of legal protection for consumers is stated in Article 9 paragraph (1) of the Consumer Protection Law, namely "business actors are prohibited from offering, promoting, advertising goods/or services that are not true, and/or as if the goods do not contain hidden defects".

Currently, many consumers do not know this Law, which provides protection to consumers if things are found that are disturbing and contradict the applicable provisions. Legally, this buying and selling service requires business actors to carry out their obligations by providing maximum service to consumers such as :

- 1) Business actors are required to provide spare parts or after-sales facilities.
- 2) Business actors are required to fulfill guarantees or warranties in accordance with the agreement between the business actor and the consumer.
- 3) Provide compensation to consumers if there is a defect in the used car being sold, which does not comply with the contents of the agreement between the business actor and the consumer.

Consumer rights are sometimes neglected in after-sales services, the following are consumer rights that are provided as stated in Article 4 of the Consumer Protection Law, namely:

- 1) The right to comfort, security, and safety in consuming goods and/or services
- 2) The right to choose and obtain goods and/or services according to the exchange rate and conditions and guarantees promised
- 3) The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services
- 4) The right to have their opinions and complaints heard regarding the goods and/or services used
- 5) The right to receive advocacy, protection, and efforts to resolve consumer protection disputes properly
- 6) The right to receive consumer guidance and education
- 7) The right to be treated and served properly and honestly and without discrimination
- 8) 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.

In this study, the form of legal responsibility of the business actor in this case Auto 2000 Rantauprapat will be fully responsible for the default that the business actor does and will seek a solution together with its consumers to resolve the default that occurs. The business actor has indeed been committed to its customers from the start to provide the best service.

Although according to the business actor in this case Auto 2000 Rantauprapat, namely Mr. Martogi Siahaan as Chief Executive of Auto 2000 Rantauprapat, during his time mentioning about the owner pioneering his business, he has never committed a default because according to him if he did so it would harm his own business and because he also still wants to provide something satisfying for his consumers, so that in the future the consumer will not hesitate to come back to buy a used car at Auto 2000 Rantauprapat.

So the initial prevention effort by Auto 2000 Rantauprapat is to advise the buyer to bring a mechanic who understands the car to be purchased in order to avoid and to ensure the condition of the car to be purchased so that the buyer is sure about the car to be purchased. In general, the responsibility of a business actor who is in default is to provide compensation for damaged goods that are detrimental to consumers, which can be in the form of a refund or replacement of goods of the same type or equivalent value, or health care and provision of compensation in accordance with the provisions of applicable laws and regulations.

CONCLUSION

After conducting research at Auto 2000 Rantauprapat, the researcher drew the following conclusions :

1. The implementation of the used car sale and purchase agreement at Auto 2000 Rantauprapat car on Jl. SM. Raja, Bakaran Batu, Kec. Rantau Sel., Kab. Labuhanbatu, North Sumatra uses a verbal and direct sale and purchase agreement or agreement and is reinforced by a purchase note as proof of purchase of a used car from the showroom.
2. The responsibility of the business actor in this case Auto 2000 Rantauprapat if there is a default in the used car sale and purchase agreement is to be fully responsible for the default and find a solution together with its consumers for the default that the business actor did,

although during the pioneering of his business there has never been a default in the used car sale and purchase agreement at Auto 2000 Rantauprapat.

REFERENCE

- Nasrun Haroen, "Fiqih Muamalah. Jakarta: Gaya Media Pratama," p. 115, 2007, [Online].
- Prodjikoro, "Asas-Asas Hukum Perjanjian. Bandung: Mandar Maju," vol. 6, no. 1, p. 8, 2014, [Online].
- J. Satrio, "Hukum Perikatan Tentang Hapusnya Perikatan. Bandung: Citra Aditya Bakti," pp. 46–47, 2013.
- "Pasal 1313 Kitab Undang-Undang Hukum Perdata", doi: 10.37637/ab.v6i2.1126.
- "Pasal 1338 KUHPerdata".
- A. . Muhammad, "Hukum Pengangkutan Niaga. Bandung: PT. Citra Aditya Bakti," p. 37, 2011.
- Tiara Rizka Ananda, "Tanggungjawab Hukum Pelaku Usaha Atas Adanya Ketidaksesuaian Objek Dalam Transaksi E-Commerce Perspektif Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Hukum Islam 'Skripsi' Universitas Islam Negeri Maulana Malik Ibrahim, Malang," J. Psikoislamika, vol. 12, no. 5, pp. 2–10, 2022.
- A. M. dan S. Yodo, "Hukum Perlindungan Konsumen Jakarta: Raja Grafindo Persada," p. 4, 2021.
- Mengkoesebroto, "Ekonomi Publik Edisi Ketiga. Yogyakarta, Claredon Press," p. 76, 2021.
- Abdulkadir Muhammad, "Hukum Perdata Indonesia. Bandung, PT. Citra Aditya Bakri," p. 201, 2019, [Online].
- "Data Kearsipan Auto 2000," 2022.
- Bambang Sunggono, "Metodologi Penelitian Hukum (Jakarta: PT. Raja Grafindo Persada)," J. CIC Lemb. Ris. dan Konsult. Sos., p. 43, 2003, [Online].
- Ridwan, "Statistika Untuk Lembaga Dan Instansi Pemerintah/ Swasta. Bandung: Alfabeta," p. 137, 2004, doi: 10.51878/cendekia.v2i4.1745.
- N. Muhadjir, "Metode Penelitian Kualitatif Pendekatan Positivik, Rasionalistik, Phenomenologik, dan Realisme Methapdik. Yogyakarta: Rake Saraseng," J. Ilm. Pendidik. Pancasila dan Kewarganegaraan, vol. 6, no. 2, p. 104, 1998, [Online].