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## Legal Analysis of The Responsibility of Flat House Developers in Fulfilling The Sales Purchase Binding Agreement (PPJB) As Reviewed From Law No. 20 of 2011 Concerning Flat Houses

Sentiana Br. Lumban Tobing<sup>1\*</sup>, Janpatar Simamora<sup>2</sup>, Ria Juliana Siregar<sup>3</sup>

<sup>1</sup> Faculty of Law, HKBP Nommensen University, Medan, Indonesia, [sentiana.tobing@student.uhn.ac.id](mailto:sentiana.tobing@student.uhn.ac.id)

<sup>2</sup> Faculty of Law, HKBP Nommensen University, Medan, Indonesia, [patarmora@uhn.ac.id](mailto:patarmora@uhn.ac.id)

<sup>3</sup> Faculty of Law, HKBP Nommensen University, Medan, Indonesia, [ria.siregar@uhn.ac.id](mailto:ria.siregar@uhn.ac.id)

\*Corresponding Author: [sentiana.tobing@student.uhn.ac.id](mailto:sentiana.tobing@student.uhn.ac.id)

**Abstract:** This research is conducted to examine the juridical aspects construction of developers' liability in the implementation of Sale and Purchase Binding Agreements (PPJB) for apartment units under Law Number 20 of 2011 on Flats, as well as the mechanisms for resolving consumer disputes. This research applies a doctrinal legal framework grounded in legislation, legal theory, and judicial decisions legislation, scholarly literature, and the Decision of the Yogyakarta High Court Number 91/PDT/2020/PTYK as analytical materials. The findings indicate that developers' liability forms a multi-layered liability system encompassing administrative, criminal, and civil responsibility. However, in practice, enforcement is predominantly pursued through breach of contract claims under the Civil Code, while administrative and criminal sanctions have not been optimally implemented. This reflects a gap between normative provisions and practical enforcement. The study concludes that developers' liability demonstrates a hybrid liability character, combining contractual and public regulatory responsibility, thereby requiring stronger supervision and consistent law enforcement to ensure consumer protection and legal certainty.

**Keywords:** Apartment, Breach of Contract, Consumer Protection.

### INTRODUCTION

The need for housing in urban areas is escalating in line with demographic growth and land constraints (Law Number 1 of 2011, pp. 1–2). To address this issue, the construction of flats has become a primary solution, offering vertical housing that maximizes the use of dense space. In practice, developers offer flat units to consumers through a pre-project selling mechanism, which involves marketing flat units during the pre-construction phase. In this mechanism, the document used is the Sales and Purchase Agreement (PPJB), which serves as a preliminary agreement before the sale and purchase is validated through an authentic deed. In this study, the Sales and Purchase Agreement will be referred to as the PPJB. Although legal under property business practices, this practice often gives rise to disputes because construction often does not meet the promised timelines or specifications. Janpatar Simamora stated that uncertainty in land aspects and registration of transfer of rights is often the main cause of

disputes in pre-sales agreements such as PPJB (Simamora & Sarjono, 2022, p. 61), because without certainty of the legality of the object, the implementation of the developer's obligations has the potential to be disrupted even though there has been an agreement between the parties.

This causes consumers to be disadvantaged and potentially face economic and psychological losses due to legal uncertainty in the delivery of goods/services they pay for. Clarity of norms is a fundamental goal in the legal system (Simamora, 2014, p. 146), in addition to other orientations in the form of equal distribution of justice and utility value. The basis for regulating promotional activities and transactions of condominiums is stipulated in Law Number 20 of 2011. In this Law, marketing and sales through PPJB are regulated with certain conditions to remain within the corridor of legal protection, this law becomes the basis for the formation of implementing regulations under it so that all provisions governing aspects of marketing, agreements, and developer responsibilities must be aligned and normatively consistent (Manalu et al., 2021, p. 255): Article 42 legitimizes marketing before construction is completed, but is linked to the conditions in Article 43; Article 43 paragraph (2) requires certainty of the status of land rights, permits, and infrastructure before marketing; Article 43 paragraph (3) states that marketing is permitted after the construction completion level reaches a minimum of twenty percent of the building's construction. This provision is intended to ensure that the object of sale and purchase has at least physical certainty so that it is not merely a mere conceptual promise. In addition to this regulation, provisions on administrative and criminal sanctions related to violations of developer responsibilities are also regulated in Articles 105-108 and 109-118 as formulated in the provisions of Article 43 of the apartment regulations.

In general, these articles demonstrate the existence of a legal regulatory system that not only regulates the contractual relationship between developers and consumers but also places the state's role in overseeing the implementation of the PPJB. Practical problems arise when construction is not completed on time or even does not meet the specifications stated in the PPJB. There are even cases where developers conduct marketing before all administrative and physical requirements have been met as stipulated. From a normative perspective, apartment regulations have provided clear legal regulations. A real case often used as an example in legal research is the Yogyakarta High Court Decision Number 91/PDT/2020/PTYYK, in which the developer was declared in default for failing to fulfill the obligation to hand over units within the time agreed in the PPJB. Although there are provisions for criminal sanctions in the apartment legal regime, in practice disputes are often resolved through civil channels because administrative and criminal sanctions are difficult to enforce. This causes consumers to more frequently sue developers in civil court for compensation. national regulations regarding the management of apartment buildings, complete apartment marketing mechanisms, and sanctions for violations (Friedman, 1975, p. 15). There is still a discrepancy between normative provisions and their actual implementation.

On the one hand, norms provide a clear legal framework for developer responsibilities, including administrative and criminal sanctions. On the other hand, the implementation of these sanctions remains weak; default cases are more often resolved through civil lawsuits rather than consistent administrative or criminal enforcement. This shows that although the applicable apartment law provisions have provided a comprehensive legal framework, its effectiveness in practice has not been maximized. Previous research tends to explain the contractual or consumer protection aspects partially (Shidarta, 2006, p. 83). There are not many studies that systematically combine administrative, criminal, and civil dimensions in a single, complete analytical framework and evaluate its effectiveness through jurisprudential case studies. This study has a novelty in forming a hybrid liability system analytical framework, namely positioning the developer's responsibility in the PPJB not only as a contractual issue, but as a system of responsibility involving: Administrative responsibility based on Articles 105-108 of

the legal status of apartment units without certificates and their impact on Criminal responsibility based on Articles 109-118 of Law Number 20 of 2011 concerning Apartments; and Civil liability based on the provisions of the Civil Code for breach of contract, which are often decided through jurisprudence, such as the Yogyakarta High Court Decision No. 91/PDT/2020/PTYYK. This framework is more comprehensive than previous studies that were partial because it systematically combines administrative, criminal, and civil dimensions in one analytical approach (Friedman, 1975, p. 16). In addition, the use of jurisprudence studies as concrete illustrations provides normative empirical strength to this study.

Many studies have been conducted on condominiums and the PPJB (Concession to Sell Property Agreement), but most are sector-specific and have not systematically integrated the entire legal liability regime (Handayani & Suhartana, 2021, p. 401). Tedjosaputro focuses on the implementation of condominium regulations from the perspective of consumer protection and legal certainty for buyers (Tedjosaputro, 2021, p. 120). The study focuses more on the legality of the object and the protection of rights to condominium units, without deeply analyzing the construction of developer liability in the event of default during the pre-project selling stage. Meanwhile, Kerti examines the provisions of condominium regulations (Kerti, 2025, p. 43). This study emphasizes the effectiveness of regulations in providing guaranteed protection, but has not explicitly examined the relationship between administrative, criminal, and civil liability as an integrated system. Unlike previous research, this study constructs developer accountability in the PPJB as a multi-layered liability system that simultaneously integrates administrative, criminal, and civil dimensions and is analyzed through concrete jurisprudence studies. This approach not only examines norms but also tests the effectiveness of their implementation in judicial practice.

The urgency of this research lies in the high risk of consumer losses in pre-project selling practices for condominiums, as well as the gap between normative regulations and the extent to which the applicable legal system has been implemented in the field (Maria et al., 2022, p. 455). Although the Law regulates administrative and criminal sanctions, dispute resolution practices rely more heavily on civil default mechanisms, raising questions about the effectiveness of the developer's accountability system (Mubarrak & Saputra, 2025, p. 7). Therefore, an analysis of the construction of responsibility, consumer protection, and their implementation is important to ensure that the legal issues studied provide certainty, justice, and adequate legal protection, based on this background, and to identify normative gaps that allow violations to occur (Simangunsong & Simamora, 2024, p. 183). This condition emphasizes the importance of a more in-depth study of the construction of developer legal accountability in the implementation of PPJB and the effectiveness of dispute resolution mechanisms available to consumers (Miru & Yodo, 2010, p. 105).

Thus, referring to the contextual description that has been explained, the legal issue studied is focused on how the legal responsibility of developers who commit default on the Preliminary Agreement for the Sale and Purchase of Residential Units subject to the regulations of Law Number 20 of 2011, including the conflict resolution mechanisms available to apartment consumers who suffer losses due to the developer's actions according to Law Number 8 of 1999. In line with the focus of the problem, this study aims to analyze the form and scope of the developer's legal responsibility in the event of a default in the implementation of the PPJB (Mubarrak & Saputra, 2025, p. 7), as well as examine the conflict resolution procedures available to consumers to ensure justice and legal certainty (Aurellia & Winanti, 2023, p. 283). Therefore, this study is expected to contribute theoretical thinking in the development of the civil law realm with a focus on the housing and consumer sectors, as well as practical contributions in strengthening the balance of the positions of the parties in apartment transactions.

## RESEARCH METHODS

This study is a normative study aimed at examining the construction of developers' legal responsibilities in implementing PPJB for condominiums within the applicable legal framework, where solving legal problems requires a variety of specific analytical approaches as a conceptual basis for formulating arguments (Pasaribu & Simamora, 2022, p. 5). This study combines regulatory analysis, legal concepts, and case studies (Marzuki, 2019, p. 145). The regulatory analysis was conducted through an in-depth review of relevant articles regarding marketing and the 20% buildability requirement, as well as Articles 105-108 concerning administrative sanctions and Articles 109-118 concerning criminal provisions as stipulated in Law Number 20 of 2011. In addition, this study examines dispute resolution patterns under Law Number 8 of 1999, particularly Article 45 concerning consumers' right to file a lawsuit.

The theoretical framework is utilized to analyze the concept of legal liability, breach of agreement, and the doctrine of consumer protection. The case approach is carried out through an analysis of the Yogyakarta High Court Decision Number 91/PDT/2020/PTYK as a concrete illustration of the application of norms in judicial practice. The legal sources of the research include regulations and jurisprudence as primary materials, scientific literature as secondary materials, and other tertiary supporting sources in the form of legal dictionaries (Soekanto & Mamudji, 2015, p. 13). Complaint data or reports from certain institutions are used solely as secondary supporting materials to demonstrate the urgency of the problem and do not change the character of this research as a normative-dogmatic research. Analysis The analysis is qualitative through the interpretation of language, the relationship between norms, and the objectives of the formation of applicable laws.

## RESULTS AND DISCUSSION

### Normative Construction of Developers' Legal Responsibilities Based on Law Number 20 of 2011 concerning Apartments

#### 1. The Position of the PPJB in the Apartment Legal System

In the apartment sale and purchase mechanism, the PPJB is positioned as the initial binding instrument drawn up before the official transfer of rights through a Deed of Sale and Purchase (AJB). In other words, this agreement serves as a temporary contractual basis that precedes the formal legal transfer of rights. Legally, provisions regarding the marketing and binding of apartment sale and purchase agreements are formulated in Articles 42 and 43 of Law Number 20 of 2011 concerning Apartments. Article 43 paragraph (2) emphasizes that marketing activities cannot be carried out freely but must be preceded by the fulfillment of certain requirements as stipulated by law. The requirements that must be met include clarity of the function of the space according to the spatial plan, legal legitimacy of the land used, certainty regarding the ownership position of the apartment unit, fulfillment of development approval from the authorized agency, and the existence of a guarantee for the continuity of the project provided by the guarantee institution.

Furthermore, Article 43 paragraph (3) requires a minimum construction level of 20% before a sale and purchase agreement can be entered into. This provision demonstrates that the PPJB does not constitute a purely private contract, but rather a contract within the public administrative regulatory regime. This stipulates that apartment transactions under the pre-project selling system are subject to state regulatory oversight to ensure legal certainty for consumers. Thus, the principle of party autonomy in contract law is limited by the imperative norm of Law Number 20 of 2011 concerning Apartments.

#### 2. Analysis of the 20% Construction Level Element

The 20% requirement is not merely a formal requirement, but rather a substantial requirement to ensure that the object of the agreement has an identifiable physical existence

(Sari & Nugroho, 2022, p. 419). Legally, this element is related to the requirement for "certain matters" in Article 1320 of the Civil Code. If construction has not reached 20%, then the object of the agreement potentially does not meet the element of certainty. Aurellia and Winanti, in the *Ius Constituendum Journal*, assert that violating minimum development requirements can result in objective defects in the pre-sale agreement (Aurellia & Winanti, 2023, p. 224). Therefore, marketing before the 20% requirement is met can be classified as a violation of the imperative norm.

### 3. Civil Liability

If a developer fails to fulfill its obligations as stipulated in the PPJB, then, under Article 1243 of the Civil Code, compensation may be sought for breach of contract. Yogyakarta High Court Decision No. 91/PDT/2020/PTYK confirms that delays in unit handover and non-conformity to specifications constitute breach of contract, giving rise to an obligation for compensation. The ruling also rejected the force majeure argument because it failed to meet the elements of Articles 1244 and 1245 of the Civil Code. This demonstrates that the PPJB has binding force equivalent to other agreements.

### 4. Administrative Liability

The provisions of Articles 105 to 108 classify the forms of administrative sanctions for permits. Kerti, in the *Indonesian Legislation Journal*, concluded that the effectiveness of consumer protection depends heavily on the consistent application of administrative sanctions by local governments. Thus, the developer's responsibility is public because it concerns development governance.

### 5. Criminal Liability.

Articles 109-118 of Law Number 20 of 2011 concerning Apartments regulate criminal provisions for certain violations, including violations of development and marketing obligations. The presence of criminal sanctions indicates that the state views violations of apartment regulations (Prasetyo, 2021, p. 398) as violations of the public interest, not simply private disputes.

### 5. Default Construction and Decision Analysis

In the context of default, the developer's liability arises if they fail to fulfill their obligations under the Sales and Purchase Agreement (PPJB) (Rahardjo, 2021, p. 208), either through late delivery of units or non-conformity to specifications. This was affirmed in Yogyakarta High Court Decision Number 91/PDT/2020/PTYK, in which the panel of judges declared the developer to have committed a breach of contract due to the failure to deliver units within the agreed timeframe. This ruling demonstrates that although the Regulation establishes a system for imposing administrative and criminal sanctions, in practice, legal protection is more often enforced through breach of contract lawsuits under the Civil Code (Lestari, 2022, p. 97). This situation demonstrates a shift in implementation from a public regulatory design to a private resolution.

## **Consumer Protection Regime in Law Number 8 of 1999**

Although the primary focus of this research is Law Number 20 of 2011, the dispute resolution mechanism is closely related to the consumer protection regime:

- a) limiting business actors' responsibilities,
- b) granting unilateral cancellation rights,
- c) transferring risk to consumers.

The study states that unequal penalty clauses in Sales and Purchase Agreements (PPJB) often lead to breach of contract disputes. Although the primary focus of this research is on the protection regime for buyers in Sales and Purchase Agreements (PPJB), they are subject to consumer protection law. This legal position of consumers as legal subjects who are systemically vulnerable requires the state to intervene normatively to maintain the balance between the parties' rights and obligations. The article affirms the consumer's right to obtain accurate and transparent information. In the context of PPJB for apartments, this right is

directly related to transparency regarding land status, permits, construction progress, and fulfillment of the 20% buildability requirement. Failure to comply with these obligations is not only an administrative violation in the Apartments regime but also a violation of consumers' right to information (Putri, 2022, p. 631). Furthermore, this provision emphasizes the prohibition on the distribution of products that deviate from business actors' statements or promotions. In property marketing practices, brochures, mock-ups, and technical specifications are part of binding legal representations. A discrepancy between promises and actual development can be classified as a breach of the business actor's obligations, which could result in civil liability. Furthermore, this Article limits the use of certain standard clauses that reduce or transfer the business actor's obligations, preventing developers from unilaterally absolving themselves from the risk of development delays or failure through standard agreements.

From a procedural perspective, this article provides consumers with access to dispute resolution channels. In high-value PPJB disputes, litigation is the dominant route because it provides certainty of decision execution, but the existence of the BPSK (Contracting and Development Supervisory Agency) continues to expand consumer access to justice. The implication for developer responsibility is the expansion of the framework of responsibility from merely contractual to multidimensional (Sembiring, 2021, p. 84). Developers are not only responsible based on the contents of the PPJB but are also subject to imperative consumer protection standards. Therefore, violations of administrative obligations, non-conformity with specifications, or unbalanced clauses can give rise to civil liability as well as violations of consumer protection norms (Wulandari, 2023, p. 109). The integration of these two legal regimes demonstrates that developer responsibility under PPJB is hybrid, combining contractual and regulatory dimensions within a unified legal framework.

### **Dispute Resolution Mechanisms**

#### **1. Article 45 of the Consumer Protection Law**

Article 45 of the consumer protection regulation provides a legal avenue for aggrieved parties to sue business actors through dispute resolution forums or general courts. This norm provides a choice of litigation and non-litigation mechanisms (Miru & Yodo, 2021, p. 264), ensuring consumers have access to justice.

#### **2. The Consumer Dispute Resolution Agency (BPSK)**

The Consumer Dispute Resolution Agency (BPSK) provides mediation, conciliation, and arbitration mechanisms. However, for large property disputes such as condominiums, this route is relatively ineffective due to limited executive authority and the complexity of administrative evidence.

#### **3. Civil Lawsuits**

Civil lawsuits are the most dominant mechanism used by consumers in PPJB disputes. The basis for the lawsuit can be a breach of contract or an unlawful act. The advantage of this route lies in the executive power of the court's decision, as evidenced by the Yogyakarta High Court Decision.

#### **4. Effectiveness Analysis**

Normally, a comprehensive dispute resolution system is in place. However, its effectiveness is still affected by the weak enforcement of administrative and criminal sanctions. As a result, legal protection for consumers is more reactive than preventive (Kosasih, 2021, p. 189). Therefore, enhancing the supervisory function is crucial for achieving legal certainty and a sense of justice in society. This will foster the enforcement, protection, respect, and enhancement of human rights in business activities. Therefore, business policy efforts in a country that upholds human rights are necessary (Gaol & Simamora, 2025, p. 665), which has been formulated within the regulatory framework of the Apartment Law to ensure its full implementation.

## **Critical Analysis of Developer Responsibility Implementation in the PPJB (Surat Jasa Keuangan)**

### **1. Problems in Implementing Norms in Law Number 20 of 2011 concerning Apartments**

Normatively, the accountability regime for developers' roles and obligations in apartment transactions has been comprehensively regulated. Specifically, Articles 42 and 43 explicitly stipulate that apartment marketing can only be conducted if certainty regarding land rights, building permits, the availability of infrastructure, facilities, and public utilities, and a development level of at least 20% has been achieved. This provision is conceptually intended as a preventative mechanism to prevent speculative practices in pre-project selling schemes (Al Fikri, 2022, p. 290). However, in practice, this provision has not been fully effective in reducing the potential for default. Marketing practices are still found before all administrative requirements have been substantially met. This indicates a gap between legal norms (law on the books) and their implementation (law in action).

According to Raden Made Kerti, the main problem in implementing the provisions of the Apartment Law lies not in a lack of norms, but rather in the weak administrative oversight function of local governments as the licensing authority. The study confirms that preventive oversight of compliance with the 20% requirement is often administrative-formal, rather than substantive-verifiable. This situation indicates that the construction of responsibility for state administrative sanctions in apartment regulations still relies heavily on the effectiveness of supervisory officials. In fact, Articles 105 and 108 of the Apartment Law regulate various forms of administrative sanctions, ranging from written warnings to permit revocation. The lack of consistency in the application of these sanctions has implications for a weak deterrent effect on violating developers (Dharmawan, 2022, p. 216). Therefore, it can be critically concluded that the normative design of Law Number 20 of 2011 concerning Apartments is conceptually adequate, but its structural implementation is not yet optimal.

### **2. Dominance of Civil Approaches in Dispute Resolution Practice**

Theoretically, developers' responsibilities under the PPJB are multidimensional, encompassing civil, administrative, and criminal liability. However, dispute resolution practices demonstrate a predominance of civil channels through lawsuits for breach of contract under Article 1243 of the Civil Code. Yogyakarta High Court Decision No. 91/PDT/2020/PTYYK indicates that courts tend to qualify delays in unit handover as contractual breaches, giving rise to compensation obligations. However, in practice, simultaneous enforcement of administrative sanctions for violations of marketing requirements as stipulated in the Apartment Law is rare. This phenomenon demonstrates that the implementation of developer responsibility is primarily borne by individual consumer lawsuits, rather than structural oversight mechanisms by the state. This is despite the nature of apartment transactions under the pre-project selling scheme, which poses systemic risks that have a broad impact on many consumers simultaneously.

In contexts other than consumer protection, dispute resolution can be conducted through the BPSK (Concession and Settlement Agency). However, apartment disputes generally involve large transaction values and complex evidence, so they are more often resolved through general courts. According to research by Luthfi Fajar Rahman in the Journal of Law and Economic Development, property dispute resolution through the BPSK still faces authority constraints and limited technical competence in assessing licensing and development aspects. This indicates a fragmented dispute resolution regime between the 2011 Apartment Law and the Consumer Protection Law. Critically, this situation raises the question: has the developer liability regime been designed as an integrated system, or is it

still operating sectorally? This research assesses that the integration between legal regimes remains normative, not operational.

### 3. Problems of Pre-Project Selling and Information Asymmetry

One of the main sources of PPJB disputes is the practice of pre-project selling, which occurs before construction is completed. Conceptually, this practice is legal as long as it meets the requirements of Article 43 of Law Number 20 of 2011 concerning Apartments. However, sociologically, this practice creates information asymmetry between developers and consumers. Consumers often lack adequate access to verify the legal status of land, building permits, or actual construction progress. Under these conditions, consumers' bargaining position is weakened. This ownership carries legal consequences, meaning that if someone is recognized as the rightful owner and the transaction follows legally established procedures, the sale and purchase transaction is considered valid (Hutagaol & Simamora, 2025, p. 193). Recent research by Dimas Aditya Prasetyo in the *RechtsVinding Journal* shows that information asymmetry in property transactions causes consumers to rely entirely on information provided by developers, increasing the risk of moral hazard (Prasetyo, 2022, p. 223). This situation indicates that guarantees of legal protection cannot be limited to prohibitive norms but must be strengthened through transparency mechanisms and public data disclosure. From the perspective of legal certainty theory, clear norms must be accompanied by publicly accessible control mechanisms. Otherwise, norms are merely symbolic. Therefore, the implementation of developer responsibility requires digital-based supervisory governance reform and transparency of licensing information.

### 4. Construction of Responsibility as a Hybrid System

Based on the above analysis, it can be asserted that the developer's responsibility in the PPJB has a hybrid character, namely a combination of private liability (contractual liability) and public liability (regulatory liability). In the private dimension, default is resolved through compensation mechanisms based on the Civil Code. In the public dimension, violations of administrative requirements must be subject to sanctions by the state. However, in implementation, the private dimension is more dominant than the public dimension. According to Satria Hadi Nugroho in the *Indonesian Legislation Journal*, the effectiveness of housing sector law is largely determined by the regulator's courage in progressively implementing administrative sanctions (Nugroho, 2021, p. 504). Without firm administrative enforcement, the burden of legal protection will always shift to consumers through litigation.

Therefore, this research critically assesses that the main problem lies not in the substance of the Apartment Law, but in inconsistent implementation and weak integration between legal regimes. To achieve effective legal protection, it is necessary to strengthen preventive supervision, transparency of licensing, and coordination between local governments, relevant ministries, and consumer protection agencies (Sumardjono, 2021, p. 453). Based on the previous description, it can be concluded that the construction of developer responsibility in the PPJB for condominiums is not only based on the contractual relationship between the parties, but also within an imperative public regulatory framework. An analysis of the provisions of Law Number 20 of 2011 concerning Condominiums indicates the existence of a simultaneous system of administrative, criminal, and civil liability. However, through a case study of the Yogyakarta High Court Decision Number 91/PDT/2020/PTYYK, it appears that the implementation of law enforcement is predominantly carried out through the default lawsuit mechanism. This demonstrates a gap between normative design and practical implementation, which impacts the effectiveness of legal protection for consumers.

## Theoretical Analysis of Developer Liability

### 1. Philipus M. Hadjon's Legal Protection Theory

According to Philipus M. Hadjon, legal protection is essentially divided into two categories: preventive and repressive (Hadjon, 1987, p. 3). Preventive protection aims to prevent disputes through administrative arrangements and supervision, while repressive protection is realized through post-violation dispute resolution procedures, particularly regarding the PPJB for condominiums, as stipulated in Articles 42 and 43. This is a form of preventive protection because it stipulates a 20% construction requirement before marketing begins. Meanwhile, default lawsuits and the mechanism of Article 45 of Law Number 8 of 1999 concerning Consumer Protection are forms of repressive protection. However, an analysis of implementation shows that preventive protection has not been optimally implemented. As a result, legal protection often occurs at the repressive stage, as reflected in Yogyakarta High Court Decision Number 91/PDT/2020/PTYK. This indicates an imbalance between normative design and practice.

### 2. Gustav Radbruch's Theory of Legal Certainty

Gustav Radbruch stated that law ideally embodies three fundamental values: certainty (*Rechtssicherheit*), justice (*Gerechtigkeit*), and utility (*Zweckmäßigkeit*) (Radbruch, 1910). In the context of a PPJB (Contract of Sale and Purchase Agreement), legal certainty should be ensured through clear regulations regarding marketing requirements and sanctions for violations. Normatively, the 2011 Apartment Law provides legal certainty by explicitly regulating developer obligations and their legal consequences. However, in practice, weak enforcement of administrative and criminal sanctions creates uncertainty for consumers. Legal certainty lies not only in the existence of norms, but also in the consistency of their application.

### 3. Theory of Justice in Contractual Relations

In a PPJB contractual relationship, the positions of developers and consumers are unequal. Developers possess economic power, information, and control over construction progress, while consumers are dependent on the good faith of the business actors. The concept of corrective justice demands that the injured party receive proportionate redress. A breach of contract lawsuit serves as a corrective instrument. However, if administrative oversight is effective from the outset, distributive justice can be better achieved because the risk of loss can be minimized before a dispute occurs (Aristotle, 2009, Book V). Thus, the developer's liability system in the PPJB for condominiums has normatively fulfilled the legal certainty aspect as stated by Gustav Radbruch, but has not fully realized preventive legal protection according to Philipus M. Hadjon due to the weak implementation of administrative and criminal sanctions.

## CONCLUSION

Referring to the research findings, it can be affirmed that developers' legal obligations in implementing the PPJB for condominiums, according to Law Number 20 of 2011, are classified as a multi-layered liability system. Normatively, developers can be held administratively liable under Articles 105-108, criminally liable under Articles 109-118, and civilly liable in the form of breach of contract under the provisions of the Civil Code. An analysis of Yogyakarta High Court Decision Number 91/PDT/2020/PTYK shows that in practice, enforcement of liability is predominantly carried out through breach of contract lawsuits in general courts, while the administrative and criminal sanction mechanisms stipulated in the provisions of the Condominium Law have not been optimally implemented. This confirms a shift in implementation from a public normative design to a more private enforcement approach.

Normatively, the regulations in Law Number 20 of 2011 concerning Apartments are actually quite comprehensive in regulating the obligations and sanctions for developers,

including the requirement of a minimum 20% construction completion before marketing. However, the effectiveness of legal protection still depends on consistent enforcement and oversight by the state. This study found that the developer's responsibility in the PPJB has a hybrid liability character, namely a combination of contractual responsibility and public regulatory responsibility. Thus, consumer protection is not sufficient to rely solely on civil lawsuit mechanisms, but requires strengthening administrative and criminal enforcement so that the responsibility system that has been designed in the Law can function fully and preventatively.

## SUGGESTION

Efforts to strengthen the developer accountability system in implementing the PPJB (Supply Purchase Agreement) for condominiums need to be implemented through an integrated approach, combining prevention and enforcement mechanisms. Local governments should develop a technology-based development progress monitoring system integrated with the licensing process, so that compliance with the 20% minimum buildability requirement as stipulated in Law Number 20 of 2011 concerning Condominiums can be factually verified before marketing activities begin. Furthermore, provisions regarding administrative sanctions need to be enforced consistently and transparently to strengthen deterrence and increase business accountability. Synchronization between the condominium regime and Law Number 8 of 1999 concerning Consumer Protection is also crucial so that developer accountability schemes do not rely solely on civil lawsuit mechanisms but rather operate in an integrated manner within a consumer protection framework. Furthermore, optimizing the function of the Consumer Dispute Resolution Agency and developing standard guidelines for clauses in PPJBs are necessary to prevent contractual imbalances and ensure legal certainty for the parties more effectively.

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