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Legal Protection for Business Actors Regarding Shophouse (Ruko) Order Agreements at Sentraland Residence 2 Linked to Law Number 8 of 1999 Concerning Consumer Protection

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Abstract : Along with the increase in the number of developments nowadays, there are many property sales, in the form of offices and even shophouses which can be used as investments and business ventures for buyers. Shop houses are often used as residences as well as places of business, with a sale and purchase agreement between the consumer and the business actor to provide optimal benefits for the parties if they comply with the obligations in accordance with the agreed agreement. However, consumers do not fulfill their obligations to make shophouse payments. Actions carried out by consumers constitute acts of breach of contract. The identification of this research problem is how legal protection is for business actors regarding the agreement to order the Sentraland Residence 2 shop house and what are the legal consequences for consumers who have bad intentions towards business actors. This research uses normative juridical research methods with a statutory approach and a case approach. The conclusion of this research is that legal protection for business actors can claim their rights if they are harmed by consumers by filing legal action for compensation and legal consequences for consumers who have bad intentions, so consumers make compensation payments to business actors through court decisions in the form of remaining payment obligations, insufficient installments, late fees, and other transaction fees.

Keywords: Protection Law, Business Actor, Consumer

INTRODUCTION

The 1945 Constitution of the Republic of Indonesia, with the aim of realizing a just and prosperous life, contains the meaning that all Indonesian citizens must live decent, prosperous and just lives, which is emphasized in the goals of the state, and based on Pancasila which is glorified in the Preamble to the Constitution. 1945 and is considered the most important. National development in various lines of national life is carried out by the government and the highest state institutions, as well as all citizens of the Republic of Indonesia, for the sake of prosperity and a just and decent life for all Indonesian citizens.

Along with the increasing number of developments in today's era , there are many property sales, in the form of offices, even shop houses that can be used as investments and business ventures for buyers. Shop houses are often used as residences as well as places of business, usually built parallel to other shop houses . Article 15 of the Apartment Law No. 20/2011 regulates that the construction of general apartments and special apartments can be carried out by non-profit institutions , business entities. Housing development meets the requirements including: technical, administrative, and ecological requirements stipulated in Article 24 of the Apartment Law No.20/2011.

In a shophouse sale and purchase agreement, there must be a will and an agreement reached on a matter that is agreed upon . The existence of a contract containing elements of an agreement as regulated in Article 1320 of the Civil Code concerning the requirements for a valid agreement , namely as follows: "*a) There must be an agreement between the two parties*". "*b) Capacity to perform legal acts*". "*c) The existence of a certain object or thing*". "*d) A lawful cause*". If one of the elements in the shophouse agreement is not fulfilled, then the agreement can be canceled or null and void by law. In a shophouse sale and purchase transaction, usually the parties bind each other which is marked by the existence of a Sale and Purchase Agreement (PPJB), before finally entering into a sale and purchase to hand over the unit/goods from the seller to the buyer. Sale and purchase in Article 1457 of the Civil Code as an agreement, by which one party binds himself to provide an object, and the other party to pay off the promised price. The definition of an agreement according to Article 1313 of the Civil Code states that an agreement is an act by which one or more people bind themselves to one or more other people. (Komang, Si Ngurah Ardhya, I Nengah Suastika , 2022). An act whose consequences are regulated by law, whether carried out by one party only or by two parties. (Hilman Hadikusuma, 2018). The existence of this bond requires the parties to maintain trust in each other. The importance of maintaining trust during the agreement period is something that cannot be violated. Given that an agreement is an important bond regulated by law . (R. Setiawan, 1979).

The existence of a shophouse sale and purchase transaction is based on the provisions of the agreement. The agreement that has been made must be obeyed and complied with by the people involved in the agreement. This is in accordance with the principle of binding the agreement as a law for them (*pacta sunt servanda*) as referred to in Article 1338 paragraph (1) of the Civil Code. The law of agreements in the Civil Code adheres to the legal principle of freedom of contract. (AZ Nasution, 2007). The existence of the word agreement between the parties in the contract means that if the parties who make the contract have agreed or there is an adjustment of desires or jointly agree to the wishes of each party, which is agreed to by the parties without coercion, negligence and lies. (Fauzan Aziman Alhamidy, Isis Ikhwanasyah, Zainal Muttaqin, 2020). It is important for the parties to have legal certainty so that the parties feel protected and no party feels disadvantaged in the future.

Based on the problems that will be discussed by the Author in Decision Number: 46/Pdt.G/2021/PN.Kwg between HN as a consumer and Perumnas Regional IV Sentraland as a business actor who has entered into a Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 signed on November 21, 2017. The consumer purchased a shophouse from the business actor with a unit selling price of Rp.1,786,080,643.- (*one billion seven hundred eighty-six million eighty thousand six hundred and forty-three rupiah*). located at Block GA-25, Bumi Telukjambe, Sukaluyu Village, Telukjambe Timur District, and the payment is made in credit/installments with a tenor of 24 months of Rp.74,211,693,- (*seventy-four million two hundred eleven thousand six hundred and ninety-three rupiah*) per month since the signing of the agreement.

The chronology initially was that HN as a consumer filed a lawsuit through his attorney to Perumnas Regional IV Sentraland as a business actor regarding the shop house ordering agreement which promised that the construction would be completed within 750 days but was not achieved, then the business actor made a statement letter which in its main contents promised to complete the construction on April 30, 2020, if the construction of the shop house unit was not completed, resulting in a delay in the handover process, then the business actor was willing to pay compensation for the delay in the handover of the shop house unit, amounting to 30% of the total agreed selling price . However, consumers assume that the business actor is again negligent in his own promise so that consumers feel that the business actor has not kept the mutual agreement and feels disadvantaged. Meanwhile, consumers feel that they have made full payments to business actors in stages .

The above is used as the basis for the consumer's lawsuit against the business actor for being negligent and requesting the Panel of Judges to obtain material losses experienced by the consumer amounting to Rp. 1,786,080,643,- (*one billion seven hundred eighty-six million eighty thousand six hundred and forty-three rupiah*). and is required to replace the promised compensation costs of 30% of the total agreed selling price, or the equivalent of Rp. 535,824,193,- (*five hundred thirty five million eight hundred twenty four thousand one hundred ninety three rupiah*) along with interest of Rp. 500,000,000,- (*five hundred million rupiah*) to the consumer.

Based on the facts of the trial, the panel of judges considered the consumer's lawsuit and the presentation of evidence by the business actor. The panel of judges stated that the consumer's lawsuit was not accepted because the lawsuit was vague/unclear (*Obscuur Libel*) by examining the arguments of the consumer's lawsuit compared to the facts/legal events that occurred between the consumer and the business actor, that the main problem in the emergence of the *a quo case* was because of an obligation that was not or had not been carried out by the consumer to the business actor. In addition, the evidence of payment presented at the trial that the payment made by the consumer was Rp. 1,711,869,100, - (*one billion seven hundred eleven million eight hundred sixty-nine thousand one hundred rupiah*) or equivalent to 23 months of installment payments for the shop house plus a *booking fee* of Rp. 5,000,000, - (*five million rupiah*).

In the agreement that has been agreed that the business actor has completed the construction of the shophouse on April 13, 2020 and does not exceed the period of April 30, 2020 and the business actor is ready to hand over the shophouse unit to the consumer. In accordance with the contents of the agreement Vide Number 19, it reads " *Hand over the House/Shophouse Unit to the second party no later than 180 (one hundred and eighty) working days from the date of completion of construction. With the provision that the second party is not negligent in fulfilling its obligations and has paid off the entire Selling Price* " . However, on November 25, 2019 to June 24, 2021 the consumer has not fulfilled his obligation to pay off the payment. Therefore, the business actor does not have an obligation to hand over the shophouse to the consumer because the consumer has not paid off the entire selling price of the shophouse.

In relation to the late payment fine as stated in the agreement of the parties in the Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 with the contents of the agreement Vide Number 14 " *receive payment for late payment fines in the event that the Second Party is late in paying installments to the First Party* " and Vide Number 20 " *If the First Party is late in submitting the product according to number 19, then the First Party will be subject to a late payment fine of 0.05% (zero point zero five percent) of the Remaining Late Value with a maximum fine of 3% (three percent) of the net selling price received by the First Party. The First Party's fine is paid after the Second Party has paid off all payments* ". Therefore, consumers are charged a fine in accordance with the contents of the agreed agreement because they have been late in making payments to the business actor.

Based on the legal facts at the trial as stated in the decision number: 46/Pdt.G/2021/PN.Kwg, the Panel of Judges ruled that the consumer had committed a breach of contract due to being late in fulfilling the remaining payment obligations for the shophouse amounting to Rp . 74,211,543,- (*seventy-four million two hundred eleven thousand five hundred and forty-three rupiah*) , a late fine of Rp . 27,495.4 29,647,- (*twenty seven million four hundred ninety five thousand four hundred twenty nine point six hundred forty seven rupiah*) and other transaction costs according to the contents of the agreement Detail B (Payment Obligations) consisting of Land and Building Acquisition Fee (BPHTB), Sale and Purchase Deed (AJB), Sale and Purchase Agreement (PPJB) fees, and Name Change Fee (BBN) amounting to Rp.99,922,579.- (*ninety nine million nine hundred twenty two thousand five hundred seventy nine rupiah*) to the business actor.

Regarding the background of the legal problems above, it is important to study the sustainability in the form of legal research in order to realize legal protection for parties to obtain what is their right, especially for the injured party.

Based on this explanation, the problems to be studied include:

1. How is the Legal Protection for Business Actors Regarding Shophouse Order Agreements at Sentraland Residence 2?
2. What are the legal consequences for consumers who have bad intentions towards business actors regarding the shop house booking agreement at Sentraland Residence 2?

METHOD

This study uses a normative legal research method with a statutory approach and a case approach. The normative legal method is used to analyze the applicable legal framework, especially the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, and related regulations and policies. This research method is descriptive analytical which is used to analyze decision number: 46/Pdt.G/2021/PN.Kwg.

RESULTS AND DISCUSSION

Legal Protection For Business Actors Regarding The Shophouse Order Agreement At Sentraland Residence 2

According to CST Kansil, legal protection is a variety of legal efforts that must be provided by law enforcement officers to provide a sense of security, both mentally and physically, from disturbances and various threats from any party. Legal protection is one of the most important things in enforcing justice in a country of law. It is considered important because in the formation of a country, laws will also be formed that regulate each of its citizens. The community gets legal protection in the form of preventive legal efforts to avoid disputes and the purpose of repressive legal protection for the resolution of disputes. (Ni Made Trisna Dewi, 2020).

With the rapid development of the era, it has caused many problems to arise, one of which is regarding the sale and purchase agreement based on the agreement of the parties with obligations and rights that aim to minimize unwanted losses. Legal relations exist in the agreement to guarantee and protect the rights and obligations of the parties from the law. (Floranta, 2014). Meanwhile, based on article 1457 of the Civil Code " *A sale and purchase is a contract where one party agrees to provide goods and the other party agrees to pay the promised price* ". If there is a party who does not carry out its obligations in the agreement, negligence occurs for the violating party.

The rule in Article 1513 of the Civil Code explains the obligation to make payments according to the price of goods agreed in the agreement as stipulated in Article 1513 of the Civil Code which reads: " *The main obligation of the buyer is to pay the purchase price, at*

the time and place as determined by the agreement ." What is meant is that the buyer is obliged to pay the price according to the agreement.

In general, a sale and purchase agreement is a consensual agreement, namely one that must be made in written form, namely the sale and purchase of immovable goods . (Fitriah, 2020). Before making a sale and purchase agreement, the terms of the agreement must be met according to the rules in Article 1320 of the Civil Code, namely: "*a) There is an agreement between both parties*". "*b) Capacity to perform legal acts*". "*c) The existence of a certain object or thing*". "*d) Lawful cause*". If the first and second elements are not met, it can be said that the agreement can be canceled, if the third and fourth elements are not met, the agreement is null and void. And if one party is negligent in fulfilling the performance in the agreement, then the violating party has committed a breach of contract and the injured party has the right to receive "*reimbursement of costs, losses and interest due to the failure to fulfill an obligation that begins to be required, if the debtor, even though he has been declared negligent, continues to neglect to fulfill the obligation or if something that must be given or done can only be given or done within a time that exceeds the specified grace period.*" according to article 1243 of the Civil Code. Ahmad Miru in his book defines breach of contract as behavior that does not fulfill, breaks a promise or is negligent in carrying out obligations carried out by one of the parties in the agreement. (Ahmad Miru & Sakka Pati, 2007).

Based on Article 1233 of the Civil Code that "*Every obligation is born either because of an agreement, or because of a law* ". The legal relationship between an obligation and a contract is an agreement that produces an obligation, in other words, an agreement is a valid source of law in addition to other sources. Linked to the Sale and Purchase Agreement as a preliminary agreement made by prospective sellers and prospective buyers on the basis of mutual agreement . The Sale and Purchase Agreement is a form of legal agreement , so the Sale and Purchase Agreement must meet the requirements for the validity of the agreement as stated in Article 1320 of the Civil Code. The Sale and Purchase Agreement that is carried out and based on the requirements for the validity of the agreement binds the parties to perform the performance as stipulated in the Sale and Purchase Agreement . So it can be concluded that the position of the Sale and Purchase Agreement is valid and binding on the parties who make it, if the Sale and Purchase Agreement is carried out and has met the requirements for the validity of an agreement . In relation to the Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 between the parties who have fulfilled the requirements for a valid agreement, the sale and purchase agreement remains valid and must be followed by the parties so that no harm arises for the party who is harmed and is strengthened by the Decision Number: 46/Pdt.G/2021/PN.Kwg that the Panel of Judges Adjudicated the Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 is legally valid.

Based on the business actor that has not had the obligation to hand over the shop house because the consumer has not fulfilled his obligation to make installment payments in full according to the contents of the agreement Vide number 19 which reads "*hand over the House/Shophouse Unit to the Second Party no later than 180 working days calculated from the date of completion of construction. Through the determination of the Second Party is not negligent in fulfilling its obligations and has paid off the entire Selling Price* ". The actions taken by the consumer do not fulfill the achievements in the agreement that has been agreed upon by the parties, then the consumer has actually committed an act of default.

That the shop house ordering agreement number: Reg.IV/TEJA/PPR/038/XII/2017 between the parties arose from a contract in where according to article 1313 of the Civil Code, a contract is an act by one or more individuals to bind one or more parties, which meets the legal requirements of a contract as stipulated in article 1320 of the Civil Code, and

the parties concerned agree that the contract be executed in writing on their obligations and rights. The main points of a contract are connected by a binding legal bond, the agreement is binding on both parties, and the contract is also enforced for both parties as law . If consumers do not carry out their obligations by making payments to business actors, then consumers have broken their promises. That payment according to the agreement is a form of achievement that must be fulfilled by consumers with the existence of an agreement is certainly a form of protection of the rights of business actors.

It should be noted that business actors also have their rights to be considered as a guideline for legal protection for every citizen. Based on Article 6 of the Consumer Protection Law , the rights of business actors include: " *a. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of goods and/or services traded; b. The right to receive legal protection from consumer actions in bad faith; c. The right to defend oneself properly in the legal settlement of consumer disputes; d. The right to rehabilitation of a good name if it is legally proven that the consumer's loss was not caused by the goods and/or services traded; e. Rights regulated in other statutory provisions* ". And consumers have obligations that must not be violated in Article 5 concerning consumer obligations , namely : " *a. read or follow the information instructions and procedures for the use or utilization of goods and/or services, for security and safety; b. have good faith in making transactions to purchase goods and/or services; c. pay according to the agreed exchange rate; d. follow efforts to properly resolve consumer protection disputes.* " If the consumer does something that is prohibited by the Consumer Protection Act to carry out the obligation to make payments and have good intentions in trading according to the agreement. Ultimately, Article 5 and Article 6 of the Consumer Protection Law can be used as the basis for legal protection for business actors. (Kristiyanti Celine, 2014).

Based on land rights that refer to ownership rights that authorize the holder of the rights to use the land as he wishes. This right is a fundamental aspect of property law and is recognized in many legal systems around the world. Primary land rights refer to rights that come directly from the state, which are obtained by individuals or legal entities based on the granting of direct rights by the state. The concept of primary land rights is a fundamental principle in Indonesian law that provides a clear and secure basis for land ownership and use. This is based on the rights of the nation granted by the state and is recognized as primary rights because they are obtained directly by the state and not obtained from other sources. Meanwhile, secondary land rights refer to rights that come from the granting of rights by the landowner to individuals or legal entities based on an agreement between the two parties. Secondary land rights are the result of an agreement between the landowner and another party, which is set out in detail in the applicable statutory policies and administrative procedures. In short, secondary land rights are an important aspect of land law in Indonesia and provide a mechanism for landowners to grant rights to other parties based on special agreements (Suyono Sanjaya & Yuniar Rachmatiar, 2024: 138).

And based on law No. 20/2011 concerning Flats states that several obligations for each person include:

1. "Obligated to utilize the condominium unit in accordance with its function (Article 52 UURS)".
2. "Obligated to improve the quality of the relevant condominium units (Article 61 UURS)".
3. "Obligated to comply with the implementation of policies, strategies and programs for the development of flats (Article 90 number (1) UURS)".
4. "Obligated to maintain security, order, cleanliness and health in the apartment environment. (Article 90 number (3) letter (a) UURS)".
5. "Obligated to participate in preventing the implementation of flats that is detrimental and dangerous to other people and/or the public interest. (Article 90 number (3) letter (b) UURS)".

Based on the obligations of every person in Law No. 20/2011 concerning Apartments, according to the author, the meaning of "every person" is explained in Article 1 number (16) of the Apartment Law which states "*every person is an individual or legal entity*". Therefore, every person is obliged to obey all the rules that have been regulated therein with the aim of creating security and order, especially in the apartment environment.

Forms of legal protection against businessmen caused by consumers who are negligent and do not fulfill his achievements in agreement, then the business actor can take repressive legal action through litigation by filing a lawsuit for damages to the court with the legal basis of Article 1243 of the Civil Code and reinforced by the explanation in Article 1313 of the Civil Code on agreements, 1320 of the Civil Code on the validity of agreements, 1338 of the Civil Code on the principle of freedom of contract, 1513 of the Civil Code on consumer obligations, 1457 of the Civil Code on sales and purchase agreements . (Ahmadi Miru & Sakka Pati, 2008).

Legal Consequences For Consumers Who Have Bad Faith Towards Business Actors Regarding The Shophouse Order Agreement At Sentraland Residence 2

Based on Article 2 of the Consumer Protection Law, it states that "*Consumer protection is based on benefits, justice, balance, consumer safety and security, and legal certainty* . "

Consumer protection can be interpreted as efforts to realize protection for consumers and business actors by ensuring certainty of fulfillment of consumer rights and business actor rights. (Yuniar Rahmatiar, Ahmad Sopian Sauri, & Muhammad Abas , 2023). Legal certainty to protect consumer rights and business actors' rights . strengthened through the Consumer Protection Law to provide hope that consumers or business actors will no longer be arbitrary when carrying out trade in goods/services. Consumer protection efforts in the country are based on a number of principles and objectives that have been believed to be able to provide direction in their implementation at a practical level. With clear principles and objectives, consumer protection law has a truly strong foundation. (Yessy Kusumadewi & Grace Sharon, 2022).

In relation to the problem, consumers have violated Article 6 concerning the rights of business actors and Article 5 The Consumer Protection Law regarding consumer obligations states that consumers have an obligation to pay based on the agreement and in good faith in fulfilling the performance of the Product Order Agreement Letter Number: Reg.IV/TEJA/PPR/038/XII/2017 at Sentraland Residence 2. With the existence of the Consumer Protection Law , Business actors have rights as stipulated in Article 6 of the Consumer Protection Law determined based on the existence of legal certainty for business actors .

According to Soeroso, legal consequences are consequences caused by the law to an act committed by a legal subject. Legal consequences are the consequences of an action taken, to obtain a result expected by the legal actor. The consequences referred to are the consequences regulated by law, while the actions taken are legal actions, namely actions in accordance with applicable law. (Soeroso, 2006).

As it should be noted that the law enters into all issues of human life in the following conditions related to the sale and purchase contract. For that, there are legal consequences that are related according to the agreement of certain parties. (Ali Bata Ritonga & Fauziah Lubis, 2022). In article 1457 of the Civil Code which reads "*sale and purchase is an agreement by which one party binds himself to hand over an object and the other party to pay the agreed price*". (Buana Library Team, 2019). The seller's right to obtain from the buyer the price of the product sold based on the price agreement between the parties. Likewise, if there is an agreement between the related parties, the buyer has the right to receive the product

purchased from the seller. Obligations that arise due to a contract, be it a contract arising due to an obligation or a contract arising due to the Law , are also interpreted as legal obligations. Legal obligations are responsibilities that must be fulfilled. If not implemented, legal consequences arise, namely the existence of demands from the rights holder to fulfill the obligations of the party bearing the obligation, namely the consumer.

Buying and selling is a contract that is mutually agreed upon. In other words, a valid (binding) contract is formed when the buyer and seller agree on the basic (essential) elements: price and product. The mutually agreed nature of buying and selling is clearly seen in Article 1458 of the Civil Code which states: *"A sale and purchase is deemed to have occurred between the two parties when they have reached an agreement on the goods and price, even though the goods have not been delivered or the price has not been paid."* Contracts in conventional sales transactions always have legal consequences between the parties that carry them out. The legal consequences that arise consist of obligations and rights. In addition to the consensual nature, buying and selling also has an obligatory nature, which means that buying and selling has not transferred ownership rights, it will only provide rights and place obligations on both parties, namely giving the buyer the right to demand the transfer of ownership rights to the goods sold. This obligatory nature is regulated in Article 1459 of the Civil Code, which states that *"Ownership of goods sold does not transfer to the buyer as long as the delivery has not been made"*. Based on the two characteristics of a sale and purchase that adheres to civil law, it can be concluded that a sale and purchase occurs after an agreement between the two parties and ownership of the goods is transferred after the delivery (*levering*) from the seller to the buyer in accordance with the Laws and Regulations. (Tami Rusli, 2016). Associated with the contents of the Shophouse Order Agreement Number: Reg.IV.TEJA/PPR/038/XII/2017 concerning business actors to carry out *" handover of consumer shophouse units with the provision that consumers are not negligent in fulfilling their obligations and have paid off the entire selling price (Vide A number 19) "*. With the sound of the contents of the agreement , but in reality the consumer's obligation to pay off the entire payment to the business actor has not been fulfilled, then the business actor does not have an obligation to the consumer to carry out the handover of the shophouse.

In order to protect the parties in a contract, there is a principle of legal certainty , and Article 1338 paragraph (1) of the Civil Code explains that *" every agreement made legally will apply as a law for the parties ."* So when one party does not fulfill the performance of an agreement that has been made , it will give rise to a consequence that will be received by one of the parties who does not fulfill an agreement. Associated with the failure to fulfill the performance required of consumers in the contents of the product ordering agreement number: REG.IV/TEJA/PPR/038/XII/2017 which reads *" to pay off the selling price of the shophouse unit and other transaction costs to the first party in the amount of Rp. 1,886,003,222 , - (one billion eight hundred eighty-six million three thousand two hundred twenty-two rupiah) (Vide Details B) "*. While in reality the consumer has not carried out his obligation to pay off the selling price in full. Therefore, the consumer must be responsible and accept sanctions. The legal consequences for consumers who have committed a breach of contract are sanctions for 1. The debtor is required to pay compensation for losses suffered by the creditor (Article 1243 of the Civil Code). 2. Cancellation of the agreement accompanied by payment of compensation (Article 1267 of the Civil Code). 3. Transfer of risk to the debtor from the time of the breach of contract (Article 1273 paragraph 2 of the Civil Code). 4. Payment of court costs if sued before a judge (Article 181 paragraph 1 HIR).

Thus, regarding the claim for compensation in decision number: 46/Pdt.G/2021/PN.Kwg, the Panel of Judges weigh that in principle, business actors are ready to hand over shophouses to consumers on April 13 2020 as well as The business actor has

fulfilled the things agreed in the Shop House Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017. The Panel of Judges considered that in the Shop House Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 Vide Details B (Payment Obligations) as mutually agreed that the consumer has not fulfilled his/her obligation to pay off the shortfall in payment for one month , and also regarding other obligations that have not been fulfilled consisting of Land and Building Acquisition Fee (BPHTB), Sale and Purchase Deed (AJB), Sale and Purchase Agreement Fee (PPJB), and Name Change Fee (BBN) as well as late payment fines as stated in the agreement of the parties in the Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 with the contents of the agreement Vide Number 14 " *receive payment for late payment fines in the event that the Second Party experiences delays in paying installments to the First Party* "

Strengthened by decision number: 46/Pdt.G/2021/PN.Kwg The Panel of Judges ruled that the consumer was declared in default . Therefore , all matters relating to the lack of installments and late fines and other transaction costs must be met by the consumer. Details of the losses experienced by business actors due to the default committed by consumers are described as follows:

Table 1. Details of Business Actors' Losses

Description	Amount
Installment Shortfall	Rp.74,211,543,-
Late charge	Rp.27,495,429,647,-
Land and Building Rights (BPHTB)	Rp . 78,185,483 ,-
Deed of Sale and Purchase (AJB)	Rp . 16,237,096,-
Sales Purchase Agreement (PPJB) Fees	Rp . 2,500,000,-
Certificate Name Change Fee (BBN)	Rp . 3,000,000,-

Legal consequences for consumers who act in bad faith after a lawsuit for damages in Decision Number: 46/2021/Pdt.G/PN.Kwg which has been decided by the Panel of Judges that there is legal certainty for business actors to obtain the right to a refund of damages imposed on consumers for their actions. consumer who do not act in good faith and violate the Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017. In the provisions of the Consumer Protection Law, consumers violate Article 5 concerning consumer obligations and Article 6 concerning the rights of business actors that consumers act in bad faith , this have legal consequences for the violating party and has an impact on the rights of the injured party to sue the party who has committed the violation. to compensate for losses .

CONCLUSION

Based on the description that has been discussed, the author's conclusion is as follows:

1. The form of legal protection for business actors to obtain compensation for losses caused by consumers, then business actors can take legal action by filing a lawsuit for compensation in accordance with the provisions of Article 1243 of the Civil Code.
2. The legal consequences for consumers who have bad intentions towards business actors regarding the Shophouse Order Agreement Number: Reg.IV/TEJA/PPR/038/XII/2017 are strengthened by the existence of legal remedies for damages to obtain justice and legal certainty in accordance with Article 2 of the Consumer Protection Law and through a court decision that consumers are burdened with making compensation payments in the form of remaining obligations, late fines and other transaction costs.

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