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Quo Vadis of The Legal Standing and Ownership of A Moveable Object (Cars) Which Not Yet Fully Paid In A Perspective of Civil and Bankruptcy Law

Dian Priharyanti¹, Anita Afriana²

¹Universitas Padjadjaran, Indonesia, Email: priharyanti.dian@gmail.com

²Universitas Padjadjaran, Indonesia, Email: anita.afriana@unpad.ac.id

Corresponding Author: priharyanti.dian@gmail.com

Abstract: The implementation of buying and selling is often carried out on cash or credit, which often has an impact if something happens to the debtor, especially if the debtor is bankrupt. In bankruptcy, the Debtor's asset are collateral for creditors to obtain payment of the bills that has been registered. This research will answer the question whether assets in the form of four-wheeled motorised vehicles that have not been paid in full by bankrupt debtors can be withdrawn into bankruptcy assets in bankruptcy? And when does the ownership right to a movable object transfer in a sale and purchase that overrides Article 1458 of the Civil Code with an agreement?. As for the truth in connection with these questions, the results of the discussion are obtained in the form of an explanation that motorised vehicles purchased on credit can still be part of the bankruptcy estate, even though it has not been paid in full by the debtor. As for the transfer of property rights itself, it is actually based on Article 612 of the Civil Code.

Keyword: Bankruptcy, bankruptcy assets, transfer of rights, ownership rights.

INTRODUCTION

The increase in needs along with the times has always experienced a significant increase. The development of technology, information, and modern lifestyles makes human needs more diverse and complex. This includes not only basic needs such as food, clothing and shelter, but also secondary and tertiary needs such as education, health, entertainment and technology. With this continuous increase in needs, people's purchasing power becomes crucial (Kurniawan, 2017). People must have enough financial resources to be able to fulfil these needs.

However, the reality on the ground shows that people's purchasing power often declines. This decline in purchasing power can be caused by various factors, such as inflation, income stagnation, unemployment, or economic instability. When people's purchasing power declines, their ability to fulfil their needs is affected. They may have to reduce consumption, postpone the purchase of certain items, or even ignore some needs that are considered less important (Rahman & Zahra, 2023).

The impact of declining purchasing power is far-reaching. Not only does it affect the quality of life of individuals and families, but it also impacts the economy as a whole. When people are unable to fulfil their needs, demand for goods and services decreases, which in turn can lead to an economic slowdown. Companies may experience a decline in sales, which can lead to production cutbacks and even layoffs. In simple terms, it can be explained that the current development in its implementation also has an impact that is not positive where the impact itself is in the form of a decrease in people's purchasing power so that people are unable to fulfil their needs.

The needs as described above in its implementation can manifest various things, whether it is manifested in the form of movable objects or in this case manifested in the form of immovable objects. Between the two types of objects themselves, people often need more moving objects, which in this case are manifested in the form of motorised vehicles. In connection with the existence of the need for movable objects as described above, the community often has several efforts in order to overcome existing problems, one of which is by entering into a debt and credit agreement with an institution that can borrow funds. The existence of institutions that can lend funds here itself actually refers to two types of institutions which in this case the two types of institutions are banking institutions and financing institutions as financial service providers.

Among the two types of financial service providers as described above, when viewed in terms of use in the context of fulfilling movable objects, only financing institutions are often used, especially in this case the financing institution used is a finance company. The finance company itself, if explained, can be interpreted as a business entity that specifically provides services in the form of *leasing*, factoring to credit card business. In other words, the mechanism for fulfilling movable objects by a finance company is carried out where the finance company procures movable objects and the debtor makes payments while utilising the movable objects in instalments with a payment mechanism in accordance with the agreement between the debtor and the finance company (Ramadhanneswari et al., 2017). In addition, many companies selling motorised vehicles, especially cars ("*car dealers*") were established to accommodate the public's need for motorised vehicles, and due to business competition, many *car dealer* companies borrowed money from banks for their business capital.

Many problems arise from the use of finance companies used by the public and the implementation of business capital loans by *car dealers* in its implementation must be accompanied by the ability to pay in order to ensure that the debtor can carry out the obligation to pay instalments on the procurement of movable objects in cooperation with finance companies and banks, as well as the economic ability is actually needed in order to anticipate if in the course of payment of finance companies and banks the debtor is also able to pay obligations that he may have to other creditors.

The ability to pay as described above unfortunately often does not occur in the community. This inability often results in the debtor being unable to make payments both to the finance company and to other creditors. This is certainly a serious problem considering that if the debtor is unable to pay his obligations, it can result in the debtor being sued on the basis that the debtor is considered to have been in a state of bankruptcy. What is meant by bankruptcy here itself is that the debtor is in a state of being unable to make payments on his debts.

This inability to make payments can occur for many reasons. One of them is unstable economic conditions, which can affect debtors' income and reduce their ability to fulfil financial obligations. In addition, poor financial management or wrong investment decisions can also be a contributing factor to the inability to make payments. For example, debtors may have taken out loans with high interest rates that are difficult to repay, or they may have invested in assets that do not provide the expected returns and end up in bankruptcy.

If a debtor is in a state of bankruptcy with only one creditor, this is actually not a significant problem. The problem will become more complex if the debtor has payment obligations to the finance company and also has payment obligations to other creditors and the debtor becomes bankrupt. This becomes a serious problem because if the debtor has been determined to be in a state of bankruptcy, all the assets of the bankrupt debtor will be confiscated and are under the authority of the curator under the supervision of the supervisory judge in order to later carry out management and order to solve the existing problems.

The confiscation as described above will lead to a new complexity if it turns out that in the implementation of the confiscation it is found that the assets, in this case the movable objects that are confiscated in this case movable objects that can be in the form of vehicles such as cars, have not been paid in full from the authorized *dealer*, and the *authorized dealer* has not registered a bill for the Debtor's debt with the curator. This will certainly be a serious problem considering that the confiscation of the car as bankruptcy property will certainly cause losses to the *authorized dealer* company because it has lost the movable objects it has held and also has not received full payment for the movable objects in the form of the confiscated car, but in the case of bankruptcy, the *authorized dealer* should register the remaining bills of the bankrupt debtor to the creditors who have been appointed by the court.

In connection with this, it is actually necessary to understand and cooperate with all interested parties in the bankruptcy process as well as clear arrangements regarding the position of bankruptcy property, especially in this case in the form of motor vehicles such as cars that have not been paid in full in bankruptcy so that later the parties involved in the existence of the seized car can minimise losses and can also be more secure in their rights. In connection with the problems as described above, the author would like to discuss them in this study by raising the title "Quo Vadis Position and Transfer of Ownership Rights on Movable Objects (Especially Cars) That Have Not Been Paid in Full in the Perspective of Civil Law and Bankruptcy" in this study.

METHOD

This research is included in normative legal research, which is research that examines positive legal norms. Where the law has been institutionalized in the form of norms and principles. The approach used to discuss this research is a statutory approach and a conceptual approach. A legal approach is used because this research analyzes laws related to the problem (Solikin, 2021), such as the Civil Code (KUHPerdata) and Law Number 37 of 2004. In addition, a conceptual approach is used because this research uses several known theories, principles and concepts. in law.

This research uses literature study as a secondary data collection method. The analysis of legal materials from the legal materials that have been collected is carried out using qualitative analysis methods. This analysis method is carried out by interpreting legal norms (Muhaimin, 2020). Then, conclusions are drawn using the deductive inference method.

RESULTS AND DISCUSSION

The position of assets in the form of four-wheeled motorised vehicles that have not been paid in full by the Bankrupt Debtor in the Bankruptcy Estate.

Bankruptcy when interpreted with reference to the provisions of Article 1 paragraph (1) of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (hereinafter referred to as the PKPU Law) can be interpreted as a general confiscation of the entire property of the debtor who has been declared bankrupt and the confiscation carried out will have implications for the management of the entire debtor's property, which in normal conditions the property can be managed. PKPU Law) can be interpreted as a general confiscation of the entire property of the debtor who has been declared bankrupt and the confiscation carried out will have implications for the management

of the debtor's entire property which if in normal conditions the property can be managed by the debtor, but in bankruptcy conditions all forms of management of the debtor's property that has been declared bankrupt are transferred to the curator and the curator here works under the direct supervision of the supervisory judge as regulated in the PKPU Law (Pawitri, 2017).

In simple terms, the condition when a debtor can be declared bankrupt can actually be explained as a condition where the debtor does not have authority over all of his assets during the bankruptcy process because the authority to manage these assets has been given to the curator (Fhadillah et al., 2023). Because in a bankruptcy condition all assets are transferred to the authority of the curator, in practice there is a problem where it turns out that the movable assets, in this case the cars owned by the bankrupt debtor, have not yet been paid in full by the bankrupt debtor, but the cars owned already have ownership documents, namely STNK and BPKB in the name of the bankrupt debtor.

Bankruptcy is a general confiscation that covers all the debtor's assets for the benefit of all its creditors. The purpose of bankruptcy is the distribution of the debtor's assets by the curator to all creditors with due regard to their respective rights. Through the general confiscation, confiscation and execution by creditors individually are avoided and ended. Thus, the creditors must act jointly (*concursum creditorium*) in accordance with the principles set out in Article 1131 and Article 1132 of the Civil Code (Tumbuan, 1998).

Basically, the law regarding agreements has been regulated in the Civil Code (KUHPerdata) or *Burgelijke Wetboek* (BW) which regulates the Law of Engagement. The validity of an agreement is regulated in Book III of the Civil Code, specifically Article 1320 of the Civil Code which states that an agreement is valid if it fulfils all the conditions below:

- a. Agreement of those who bind themselves;
- b. Capable of entering into an agreement;
- c. Regarding a particular matter;
- d. A lawful cause;

A valid agreement binds the parties as laws for those who make it, as stipulated in Article 1338 of the Civil Code. Furthermore, restrictions on the contents of the agreement as an explanation of a prohibited cause, namely as stipulated in Article 1337 of the Civil Code, which states that:

"a cause is forbidden if it is prohibited by law, or if it is contrary to good morals or public order".

Based on Article 1320, Article 1338 and Article 1337 of the Civil Code mentioned above, when an agreement fulfils all the elements of Article 1320 of the Civil Code, then every agreement is binding on both parties and everyone is free to make an agreement as long as it does not violate the law, decency and public order.

The transfer of property rights over movable objects is regulated by the Civil Code in Book II on Property, especially the Second Part on how to obtain property rights. Article 584 of the Civil Code states:

"Title to property cannot be acquired in any other way than by ownership, by attachment, by expiration, by inheritance, either by statute or by will, and by appointment or delivery under a civil event to transfer title, made by a person entitled to act freely with respect to the property".

Furthermore, Article 612 of the Civil Code states:

"Delivery of movable property, except immovable property, shall be effected by actual delivery of the property by or on behalf of the owner, or by delivery of the keys of the premises in which the property is situated."

From the explanation and description of Article 584 jo. 612 of the Civil Code, it can be concluded that the actual delivery of a movable object (*levering*) is the point of transfer of ownership of a movable object.

In this paper, the movable objects in question are more specific to cars, which are also registered movable objects. Therefore, the actual transfer (*levering*) of the car, in addition to the physical transfer, must also be followed by the transfer of the name of the car registration until the ownership of the car ownership proof document, namely the Motor Vehicle Owner's Certificate (BPKB).

The real transfer for cars must be followed by the registration of the car's name so that it is clearly visible on the BPKB whose name is listed as the owner of the vehicle.

Based on Law No. 22 Year 2009 on Vehicles and Road Transport, specifically Article 70, the term Motor Vehicle Owner Book (BPKB) is mentioned, which is a registration product of motor vehicles. Furthermore, Article 70 of Law No. 22 Year 2009 on Road Vehicles and Transport states that the BPKB is valid as long as the ownership is not transferred. This is also corroborated by the Regulation of the National Police of the Republic of Indonesia No. 7 of 2021 on the Registration and Identification of Motor Vehicles, referring to the provisions in Article 1 point 9, "The Motor Vehicle Owner's Book, hereinafter abbreviated as BPKB, is a document that legitimises the ownership of Ranmor issued by the National Police and contains the Identity of Ranmor and Owner, which is valid as long as the Ranmor is not transferred."

Thus, the BPKB is proof of ownership of the motor vehicle, and the name listed in the BPKB is the owner of the motor vehicle, so the title to the object of sale and purchase has been transferred to the buyer.

The foregoing is further emphasised by the provisions of Article 1459 of the Civil Code which states as follows:

"Title to the goods sold does not pass to the buyer as long as the goods have not been delivered according to Articles 612, 613 and 616 of the Civil Code". Regarding the type of goods in this case is movable goods (car), then for the transfer of property rights, we refer to Article 612 of the Civil Code.

Hak milik can be transferred by inheritance, attachment, *levering* and so on based on what is mentioned in Article 584 of the Civil Code. There is not a single phrase about "payment" in Article 584. Whether the payment has been made or not, does not determine the transfer of ownership rights, but creates debts and receivables, or rights and obligations. Previously, it should be noted that the transfer of ownership rights, according to the Civil Code, is regulated under Book II of the Civil Code on objects, while regarding whether or not payment has been made, it is regulated under Book III of the Civil Code on agreements.

In Article 1458 of the Civil Code (which is in book III of the Civil Code on obligations), it states as follows:

"A sale is deemed to have taken place between the two parties, as soon as they reach an agreement on the goods and their price, even though the goods have not been delivered and the price has not been paid".

So it can be concluded that in the event that a sale and purchase has occurred, there has been a *levering*, then the object belongs to the buyer, and in the event that the buyer is bankrupt, the seller has the right to claim the price or the remaining payment by registering a bill with the curator. And a car that has been purchased by a bankrupt debtor even though it has not been paid in full is a bankruptcy asset.

Transfer of Title to a movable object is transferred in a sale and purchase that overrides Article 1458 of the Civil Code with an Agreement

Buying and selling, as a transaction that has been an integral part of human life since ancient times, continues to demonstrate its vitality. This transaction is the foundation for the exchange of goods and services, enabling the fulfilment of daily needs more easily and efficiently. Involving two main parties, a seller who offers goods or services, and a buyer who is interested in acquiring them, buying and selling transactions not only create

relationships between individuals, but also build the foundation for a society's economy. Although often done orally or with the help of electronic media, these buy-sell transactions create a legal agreement, albeit not always in writing. In such agreements, the essential elements, or better known as the principal elements, become the main foundation (Apriyanto, 2023). The elements of the goods being traded and the agreed-upon price are inseparable cornerstones in every transaction, ensuring clarity and certainty in the buying and selling process.

The conditions as described above are actually a manifestation of the principle of "*consensualism*" which is the principle that animates the existence of agreement law in the Civil Code. When referring to this principle, the sale and purchase agreement is actually born immediately when there is an agreement regarding the price and goods between the seller and the buyer and the birth of the agreement has implications for the birth of an obligation that is binding on the parties. When referring to Article 1458 of the Civil Code, the existence of the principle of consensualism is also reaffirmed where the provisions of the Article explain that a sale and purchase activity or activity is deemed to have occurred when both parties agree on the price and goods even though in practice there is still no delivery of prices and goods (Paujiah, 2023).

By departing from the understanding and application of the principle of consensualism in buying and selling as explained above, it can actually be explained that the implementation of a sale and purchase agreement gives rise to obligations for each party, where the obligation of the seller is to deliver goods and the obligation of the buyer is to make payments in accordance with the agreed sale and purchase agreement. In connection with the sale and purchase agreement, the most important thing in the implementation of the sale and purchase agreement is the transfer of property rights of the goods being traded. The existence of property rights is actually closely related to property rights where property rights are absolute property rights and because of their absolute nature, these property rights can be defended against anyone, in other words, with the existence of property rights, these rights will always follow the object anywhere.

Speaking of property rights, the definition of property rights can actually refer to the provisions of Article 570 of the Civil Code, in which the article explains that property rights are the right to enjoy an object freely as long as it is not contrary to statutory regulations and also as long as it is not contrary to public regulations. With the existence of property rights, the holder of the property right can do various things starting from playing (which in this case can be in the form of a granting, exchange or waqf process), encumbering (pledge, fiducia), renting and so on or in other words in connection with ownership of an object marked with property rights, the property right holder can do whatever he wants.

In a buy-sell agreement, the mechanism for transferring title from the seller to the buyer is essentially a simple process. The title is officially transferred when payment has been made by the buyer to the seller and the purchased goods have been received properly. However, in the realities of everyday life, the implementation of buy-sell transactions is often not as easy as described. Various complex factors can affect the dynamics of the transaction and are often not in accordance with the provisions stipulated in Article 1458 of the Civil Code which stipulates the general procedure for buying and selling transactions. As such, buy-sell transactions often involve more than just the exchange of goods and money, but also involve complex legal aspects that can vary depending on the context and agreement between the parties involved.

This in itself is not wrong and can be justified, in the Civil Code because in the Civil Code the most important principle is agreement or consensualism as stipulated in Article 1338 which states that agreements made legally then the agreement applies with the force of law to those who bind themselves to the agreement (Sianipar, 2021). Based on this article, often in the sale-purchase agreement the parties override Article 1458 which explains

implicitly that property rights can be transferred at that time as long as there is an agreement on the price and certain goods as agreed by the parties.

As explained above, the transfer of ownership rights, according to the Civil Code, is regulated under Book II of the Civil Code on objects, while regarding whether or not payment has been made, is regulated under Book III of the Civil Code on agreements. And based on Article 1458 of the Civil Code above, it is clear that even though the price has not been paid, the sale and purchase has occurred since the agreement. And regarding the sale and purchase agreement, what is called an agreement is when there is an agreement regarding the goods and the price.

Regarding the transfer of ownership rights to the goods agreed upon, it is also explained in Article 1459 of the Civil Code, which basically states that the ownership rights to the goods sold do not move to the buyer as long as the goods have not been *levered*, as mentioned in Article 612 of the Civil Code.

Based on the systematics of the Civil Code, it is divided into 4 books, namely:

- a. Book I on people
- b. Book II about objects
- c. Book III on engagements; and
- d. Book IV on expiry.

That Books I, II, and IV have a closed and compelling nature (*dwingend recht*) which means that they cannot be deviated from, while some of the provisions in Book III, especially those governing agreements are open or complementary (*aanvullend recht*) or in other words can be deviated from, or can be arranged otherwise in the event that the parties wish it. Thus, the contents of the Civil Code governing agreements are complementary laws that are facultative (permissible), in the sense that the norms of the law of agreements in the Civil Code can be referred to and contained in agreements made by the parties to the contract, or vice versa, not referred to and not contained in the contract made by the parties to the contract.

So it can be concluded that the transfer of ownership rights of movable objects in the sale and purchase (car), still refers to the provisions of Article 612 of the Civil Code, namely the real delivery (*levering*) of movable objects, although the parties agree to override the provisions in Article 1458 of the Civil Code based on the principle of freedom, because the provisions of Article 612 of the Civil Code are in book II of the Civil Code which is closed and cannot be deviated from, and therefore regarding when the transfer of property rights, in Indonesian law, is a closed and compelling provision, cannot be deviated from by agreement by the parties.

However, the parties' freedom of contract must still follow and be bound by statutory provisions, decency and public order (Article 1337 of the Civil Code). This should not be deviated from, because it will result in non-fulfilment of one of the elements of the validity of the agreement (1320 Civil Code), namely the *causa* / permissible cause. Violation of the provisions of the law causes the agreement to be invalid and null and void.

CONCLUSION

Four-wheeled motorised vehicles, especially cars that have not been paid in full by the bankrupt debtor, are still considered part of the bankruptcy estate if they already have ownership documents (STNK and BPKB) in the name of the debtor. The purpose of bankruptcy is to fairly distribute the debtor's wealth to its creditors, avoiding individual execution by creditors. A valid sale and purchase agreement in accordance with Article 1320 of the Civil Code binds both parties, and the transfer of ownership rights to movable objects (cars) occurs through real delivery (*levering*) in accordance with Article 584 jo. 612 of the Civil Code. Full payment or non-payment does not determine the transfer of ownership rights, but creates debt and credit. If the bankruptcy debtor has not paid in full for the

purchased car, the car remains part of the bankruptcy assets and the seller has the right to demand the remaining payment through the curator. Sale and purchase is deemed to occur when there is an agreement on price and goods, even though there has been no delivery or payment, as confirmed in Article 1458 of the Civil Code. Title to movable property passes through actual delivery in accordance with Article 612 of the Civil Code, which cannot be overridden by the parties' agreement because it is closed and compelling. Freedom of contract remains bound by statutory provisions, decency, and public order.

In connection with the occurrence of problems as described above, there are actually several things that can be used in order to overcome these problems. Some suggestions that can be given by the author include the Curator must ensure that all debtor assets, including motor vehicles that have not been paid in full, are properly inventoried. The sale of assets must be carried out transparently and in accordance with legal procedures to ensure that the rights of creditors, including finance companies, can be fulfilled. In addition, the author's suggestion is that all parties must be given an understanding of the law of ties and also property law, which is done in order to ensure that transactions that occur can actually be carried out in accordance with applicable law, especially in this case Article 612 and Article 1458 of the Civil Code so that despite the bankruptcy of the debtor's property, whether the property is in the form of movable or immovable objects, it can obtain legal certainty and become clear in its position.

REFERENSI

- Apriyanto, H. (2023). Pelaksanaan Pengalihan Hak Milik Atas Benda Melalui Perjanjian Jual Beli Menurut Kuhperdata. *Collegium Studiosum Journal*, 6(2), 634–641.
- Fhadillah, Z., Ayu Astiti, N. M. Y., Cholil, M., Alfian, M. A., & Aliefia, M. (2023). Problematika Kepailitan Transnasional Terhadap Pengurusan dan Pembersihan Aset Debitur Pailit. *Notaire*, 6(2).
- Kurniawan, C. (2017). Analisis faktor-faktor yang mempengaruhi perilaku konsumtif ekonomi pada mahasiswa. *Jurnal Media Wahana Ekonomika*, 13(4).
- Muhaimin. (2020). *Metode Penelitian Hukum*. Mataram University Press.
- Paujiah, S. F. (2023). Perjanjian Jual Beli Tanah Di Bawah Tangan Berdasarkan Pasal 1458 Kitab Undang-Undang Hukum Perdata Dihubungkan Dengan Peraturan Pemerintah Nomor 18 Tahun 2021 Tentang Hak Pengelolaan, Hak Atas Tanah Satuan Rumah Susun Dan Pendaftaran Tanah. *Jurnal Kebaruan*, 1(1), 57–64.
- Pawitri, R. N. (2017). Kedudukan Dan Perlindungan Hukum Pemegang Polis Pada Perusahaan Asuransi Yang Pailit Berdasarkan Undang-Undang Nomor 40 Tahun 2014 Tentang Perasuransian. *Wacana Hukum*, 23(1).
- Rahman, M. P., & Zahra, N. S. (2023). Kajian Daya Beli Masyarakat Pada Pasar Tradisional Pabaeng-Baeng Kota Makassar Selama Pandemi Covid-19. *PESHUM: Jurnal Pendidikan, Sosial Dan Humaniora*, 2(4), 646–653.
- Ramadhanneswari, S., Suharto, R., & Saptono, H. (2017). Penarikan kendaraan bermotor oleh perusahaan pembiayaan terhadap debitur yang mengalami kredit macet (wanprestasi) dengan jaminan fidusia ditinjau dari aspek yuridis. *Diponegoro Law Journal*, 6(2), 1–14.
- Sianipar, W. H. (2021). Penerapan Asas Itikad Baik Dalam Perjanjian Sewa-Menyewa Ditinjau Berdasarkan Pasal 1338 Kitab Undang-Undang Hukum Perdata. *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana*, 3(2), 405–414.
- Solikin, N. (2021). *Pengantar Metodologi Penelitian Hukum*. CV. Penerbit Qiara Media.
- Tumbuan, F. B. G. (1998). Pokok-Pokok Undang-Undang tentang Kepailitan Sebagaimana Diubah oleh Perpu No. 1 Tahun 1998. *Jakarta: Departemen Kehakiman*.
Undang-Undang Dasar Tahun 1945
Kitab Undang-Undang Hukum Perdata (KUHPperdata)

Kitab Undang-undang Hukum Dagang (KUHD)

Undang-Undang No. 42 Tahun 1999 tentang Jaminan Fidusia

Undang-Undang No. 37 Tahun 2004 tentang Kepailitan dan Penundaan Kewajiban
Pembayaran Utang

Peraturan Kepolisian Negara Republik Indonesia Nomor 7 Tahun 2021 tentang Registrasi
dan Identifikasi Kendaraan Bermotor

Undang-Undang No. 22 Tahun 2009 tentang Kendaraan dan Angkutan Jalan