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Juridical Review of Seller's False Information in Villa Sale and Purchase Transactions Resulting in Consumer Losses Based on Law No. 8. Year 1999 concerning Consumer Protection

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Abstract: False information is any information that is deliberately conveyed with the aim of misleading or manipulating the recipient of the information. This practice can occur under consumer protection law, including in advertising, selling products or services, and various other forms of communication. False information often goes against the principles of honesty, transparency and integrity in communication. The case that occurred in decision number 57/Pdt.G/2021/PN.Cbi was the sale of a villa or called Villa NE-21. The practice of buying and selling Villa NE-21 was carried out not according to procedures, namely providing false information to consumers, this is serious violations of consumer protection principles and applicable laws. This research adopts two main methods, namely normative juridical and analytical descriptive approaches. PPJB NE-21 which has been signed by the plaintiff and defendant can be said to be null and void due to false information carried out by the seller in the sale and purchase transaction of Villa NE-21. According to the author's analysis, the verdict read out by the panel of judges is in accordance with statutory provisions. In article 19 of the UUPK it is explained that business actors must be responsible for all forms of losses experienced by consumers, and the form of responsibility carried out by business actors can be converted into money.

Keyword: False Information, Consumer Protection, Villa.

INTRODUCTION

Consumer protection according to article 1 of law no 8 of 1999 concerning consumer protection is all efforts that ensure legal certainty to provide protection to consumers. Consumer protection is an effort made by the government to protect the rights and interests of consumers in various economic transactions, including trade in goods and services.¹ This aims to protect consumers from harmful buying and selling or trading practices, such as false information, fraud, unfairness in contracts, and unsafe or defective products or services. Trade itself in article 1 paragraph (1) of law no. 7 of 2014 concerning trade is an order of

activities. Concerning trade is an order of activities related to the transaction of goods and/or services domestically and beyond Trade itself in article 1 paragraph (1) of law no. 7 of 2014 concerning trade is an order of activities related to transactions of Goods and / or Services domestically and beyond national borders by the purpose of transferring rights to Goods and/or Services to obtain rewards or compensation.

Consumer protection is based on the principle that consumers, as the weaker party in economic transactions, have the right to honest and clear information about the products or services they purchase. This protection also includes consumers' rights to security, privacy, adequate understanding of the contract, as well as the right to obtain redress if they suffer losses as a result of products or services that are defective or not as promised. Consumer protection is regulated through specific laws and regulations that govern the rights and responsibilities of producers, distributors, and sellers towards consumers. Consumer protection laws include provisions on non-misleading advertising, clear product labeling, consumer rights to file complaints, dispute resolution procedures, and sanctions for violators. Overall, consumer protection is an important part of the economic system that serves to create a fair and safe environment for consumers, as well as encourage responsible and transparent business practices. False information is any information that is deliberately conveyed with the aim of misleading or manipulating the recipient of the information.⁴ This practice can occur in consumer protection law, including in advertising, the sale of products or services, and various other forms of communication. False information often goes against the principles of honesty, transparency and integrity in communication.

In a business and consumer context, false information can harm the consumer by giving a false perception of the product or service being offered. Some examples of false information practices include:

1. Concealment of Facts.

The seller hides important information about the product or service that may affect the consumer's purchase decision, such as product defects or unstated additional costs.

2. Claims that Cannot be Substantiated.

Sellers make exaggerated or unproven claims about the performance or benefits of their products or services, without support from valid evidence or reliable authority.

3. Manipulation of Images or Testimonials

Use of fake images or testimonials to mislead consumers about the quality or popularity of a product or service.

4. Misleading Advertisements

The use of ambiguous or misleading language in advertising to make consumers believe that a product or service has certain features or benefits that it does not.

Prohibitions related to false information are regulated in Law No. 8 of 1999 concerning consumer protection in Article 9 paragraph (1) which reads: Business actors are prohibited from offering, promoting, advertising goods and/or services incorrectly, and/or as if:

1. The goods have met and/or have a discount, special price, certain quality standards, certain style or fashion, certain characteristics, certain history or use.
2. The goods are in good and/or new condition.
3. Such goods and/or services have obtained and/or have certain sponsorships, approvals, equipment, advantages, working characteristics or accessories.
4. The goods and/or services are made by a company that has sponsorship, approval or affiliation.
5. The goods and/or services are available.
6. The goods do not contain any hidden defects.
7. The item is a complement to a particular item.
8. The goods come from a particular region.

9. Secara langsung atau tidak langsung merendahkan barang dan/atau jasa lain.

False information not only harms consumers, but can also undermine public trust in the brands, companies or institutions involved in the practice. Consumer protection in property sale and purchase transactions, especially villas, is important in the Indonesian legal system. Property is a valuable asset that often involves large investments and financial decisions that greatly impact consumers.⁷ However, in this case, the sales practices carried out by the seller were carried out in an unethical manner, namely by providing false or misleading information from the seller, this can result in significant financial and emotional losses for consumers.

The case that occurred in decision number 57/Pdt.G/2021/PN.Cbi is the sale of a villa or called Villa NE-21 which is located on Jalan Raya Puncak Gadog RT 01 RW 03, Gadog Village, Megamendung District, Bogor Regency, West Java Province. The sale and purchase practice of Villa NE-21 which is carried out is not in accordance with the procedure, namely providing false information to consumers, this is a violation of the law. The case that occurred in decision number 57/Pdt.G/2021/PN.Cbi is the sale of a villa or called Villa NE-21 which is located on Jalan Raya Puncak Gadog RT 01 RW 03, Gadog Village, Megamendung District, Bogor Regency, West Java Province. The sale and purchase practice of Villa NE-21 which is carried out is not in accordance with the procedure, namely providing false information to consumers, this is a serious violation of the principles of consumer protection and this is a serious violation of the principles of consumer protection and applicable law. In this case, the seller uses misleading marketing mockups with the aim of influencing consumer purchasing decisions. In the marketing mock-up shown by the seller, consumers are given a quite tantalizing picture, the villa offer given gives a very comfortable and beautiful impression surrounded by lush and green trees so that it seems to have a beautiful, beautiful and attractive view. On the basis of this offer, the consumer, in this case the plaintiff, decided to make a booking fee for the villa offered in the amount of Rp. 20,000,000,- (twenty million rupiah) and together with the seller, in this case the defendant, the two of them signed an Agreement for the Sale and Purchase of Land and Building Number 00000239 dated September 28, 2013, hereinafter referred to as PPJB NE-21. On the basis of this PPJB NE-21 the plaintiff has made payments in stages with an installment system since April 2013 until it was paid off in 2015 in the amount of Rp. 4,208,200,008 (four billion two hundred eight million two hundred thousand eight rupiah).

After all payment processes were completed by the plaintiff in 2015, then in 2020 the plaintiff visited Villa NE-21 that he had purchased, however the facts seen from the villa he had purchased were not in accordance with what had been offered by the defendant, this was evidenced by the very poor and abandoned condition of the Villa. In addition, the plaintiff also found the fact that the NE-21 Villa he purchased was adjacent to a residential area and even more astonishing was that the NE-21 Villa was also adjacent to a public cemetery. This made the Villa feel uncomfortable. From these facts, in this case the defendant had committed an unlawful act by providing false information in conducting a sale and purchase transaction with the plaintiff. Law No. 8/1999 on Consumer Protection plays an important role in protecting the rights and interests of consumers. This law establishes the basic rights of consumers and the obligation for businesses to protect and respect these rights.

One aspect that is relevant to this case is the right of consumers to receive honest and clear information about the products or services offered. In the context of villa marketing mockups, consumers have the right to receive accurate information regarding the layout and condition of the villa being offered. When the seller conducts marketing using mockups that do not match the original layout and conditions, this can be considered a violation of the consumer's right to receive clear and honest information. In addition, the Consumer Protection Law also stipulates the obligation for business actors to compensate consumers in the event of losses due to errors or omissions on the part of business actors. In this case,

consumers who feel harmed by the seller can file a claim or request for compensation to the seller in accordance with the provisions stipulated in article 19 of the Consumer Protection Law. As such, Law No. 8/1999 on Consumer Protection plays an important role in upholding the rights and interests of consumers in these circumstances. This law provides a strong legal basis to protect consumers from unethical or harmful business practices, as well as providing a foundation for consumers to claim their rights in the event of violations.

METHOD

This research uses two main methods, namely normative juridical and analytical descriptive approaches. The normative juridical method is used to analyze the applicable legal framework, particularly Law No. 8 of 1999 on Consumer Protection, as well as related regulations and policies on Consumer Protection, as well as related regulations and policies.

Meanwhile, the analytical descriptive approach is used to analyze the decision of the panel of judges number 57/Pdt.G/2021/PN.Cbi in the context of consumer protection. Through descriptive analysis, the author analyzes the implementation of consumer protection laws. In the world of trade in the form of services or goods, the obligations of business actors are regulated in the consumer protection law, one of which must be carried out by business actors is to provide clear and honest information to consumers. In this case consumers also have the right to receive clear and honest information without anything being hidden from the seller. The obligations of business actors are regulated in article 7 letter b of the consumer protection law and consumer rights are regulated in article 4 paragraph (3) of the consumer protection law. In the consumer protection law, if consumer rights are not fulfilled or violated by business actors, the business actors must be responsible for all forms of consumer rights.

If the consumer's rights are not fulfilled or violated by the business actor, the business actor must be responsible for all forms of losses incurred by the consumer. by consumers, 10 this is regulated in article 19 of the consumer protection law. According to Article 1365 of the Civil Code, a claim stemming from a tort must fulfill four conditions. The first condition is the existence of a tort basis, which indicates that the disputed act is based on written norms and legal principles prevailing in society. The second condition is the existence of the element of Fault, which includes acts committed intentionally or due to negligence, which means a violation of applicable legal obligations. The third requirement is the existence of the element of Loss, which can be in the form of material or immaterial loss. The fourth requirement is the existence of a causal relationship between the tort and the loss incurred. In this case, the offense committed by the perpetrator must directly cause the loss. The author conducts research on a case of providing false information by the seller to consumers in a Villa sale and purchase transaction as stated in decision number 57/Pdt.G/2021/PN/Cbi. The case committed by the Villa seller in running the property business that he offered to prospective buyers was not carried out in a manner that was in accordance with the laws and regulations. In writing Law Number 8 of 1999 concerning Consumer Protection has become a rule or regulation that contains all types of rights and obligations that must be carried out by business actors and consumers. In this case, one of the rules contained in the GCPL is the obligation of business actors to provide clear information and not hide any information regarding the goods or services to be sold by business actors.

Initially the plaintiff saw a marketing of a villa called Villa Vimala Hills and then the plaintiff was given a marketing brochure stating that the Villa was a First Class Environment and then the plaintiff was shown a very tantalizing marketing mock-up. However, in reality the Villa offered did not match the information that the seller provided. Sellers use very misleading marketing tactics in an attempt to influence consumer purchasing decisions. They showed a very attractive image of the villa, with a green and beautiful environment, giving the impression of great comfort and beauty. The consumer, in this case the plaintiff, was

mesmerized by the offer and was willing to pay a booking fee of Rp. 20,000,000 for the villa. Subsequently, they signed a Land and Building Sale and Purchase Agreement (PPJB) on September 28, 2013, which formally bound the purchase agreement. The plaintiff then made payments in stages until they were fully paid off in 2015, with total payments reaching Rp.4.208.200.008.-. However, when visiting the villa in 2020, the plaintiff was faced with a very painful reality. The villa, which was expected to be beautiful and comfortable, turned out to be in a poor and neglected condition, not in accordance with what was promised by the seller. Worse still, it was revealed that the villa was adjacent to a residential area and even a public cemetery, giving a very uncomfortable and disappointing atmosphere. According to the author's analysis, the 4 requirements of the tort claim committed by the seller have been fulfilled, because in this case the first requirement, namely the act has been carried out, namely the marketing of Villa NE-21 and the making of PPJB NE-21 by both parties, including making misleading marketing mockups. 21 carried out by both parties, including making misleading marketing mockups. The second condition, namely fault or tort, has also been fulfilled, because the defendant has provided false information during the transaction process. The third condition, namely loss, is also very clearly suffered by the plaintiff due to the provision of false information provided by the defendant. And the fourth condition, namely cause and effect, has also been fulfilled. The false information provided by the defendant was the main cause that resulted in both material and immaterial losses to the plaintiff. In article 19 of the consumer protection law, the defendant as a seller or business actor must be responsible for losses caused by unlawful acts in the form of providing false information that he did.¹² Article 19 paragraph 2 of the GCPL explains that the form of responsibility carried out by business actors can be in the form of refund compensation. This means that the defendant or seller must return all amounts paid by the plaintiff, which totaled Rp. 4,208,200,008 (four billion two hundred eight million two hundred thousand eight rupiah) and a booking fee of Rp. 20,000,000 (twenty million rupiah). In addition to the above figures, there are still several costs that must be incurred to pay lawyers to regain their rights. In decision number 57/Pdt.G/2021/PN/Cbi it is explained that the lawyer's fees amounted to Rp. 350,000,000.- (three hundred and fifty million rupiah) and the plaintiff has also lost interest on the amount of money spent on the purchase of Villa NE-21. All of the above figures are only material losses suffered by the plaintiff, immaterial losses suffered by the plaintiff must also be accounted for by the defendant. Meanwhile, PPJB NE-21 that has been signed by the parties can also be null and void, this can be referred to several articles in the Civil Code. Among them are article 1320 concerning the validity of the agreement, article 1335 which explains about a false or forbidden cause, article 617 paragraph (1) concerning the necessity of authentic deeds and article 1254 concerning something prohibited by law.

Article 1320 of the KUHPer which explains the conditions for the validity of an agreement states that one of the conditions is that it is made for a lawful cause. This means that an agreement is invalid if it is carried out using unlawful means as has been done by the seller or defendant to consumers or plaintiffs, namely by providing false information, which is against the law. Then in article 1335 KUHPer explains that an agreement that has been made for a false or prohibited reason has no legal force. This means that PPJB NE-21 that has been signed by the plaintiff and the defendant has no legal force because the NE-21 PPJB was made on the basis of fraud or falsehood in the form of providing false information by the defendant to the plaintiff. Article 1254 of the Civil Procedure Code also explains that an agreement made in violation of the law, such as making an agreement on the basis of unlawful acts in the form of providing false information in the transaction process, the agreement is null and void and has no force. From several articles that have been violated in the making of PPJB NE-21, it can be ascertained that PPJB NE-21 which has been signed by the plaintiff and the defendant can be said to be null and void. This is a legal consequence

arising from the actions of the seller who provided false information in the sale and purchase transaction of Villa NE-21 with consumers.

RESULTS AND DISCUSSION

Consideration of the Panel of Judges in Decision Number 57/Pdt.G/2021/PN.Cbi Based on Law Number 8 of 1999 Concerning Consumer Protection 1999 on Consumer Protection.

Consumer protection law is a legal framework designed to protect consumers in various aspects of buying and selling goods and services. It is a framework that ensures that consumers have recognized and protected rights when interacting with the market. that are recognized and protected when interacting with the market. These principles include fairness, transparency, and legal certainty. In general, consumer protection law provides clear guidelines on expected business conduct, consumer rights, and the responsibilities of sellers. This covers a wide range of aspects, from the information provided to consumers to the quality of the products sold. For example, the law demands that information provided to consumers about products or services should be clear, accurate, and easy to understand. This helps consumers make smart and informed decisions. In addition, consumer protection laws also set quality and safety standards for products sold. This ensures that consumers not only get what they pay for, but also that the products are safe to use. Furthermore, the law also prohibits business practices that harm consumers, such as fraud or misleading advertising. This aims to maintain market integrity and ensure that consumers are not exploited. Overall, consumer protection laws are an important foundation in building a fair, transparent and equitable market, where consumers have confidence that their rights will be protected and respected.

In the case of providing false information, the role of consumer protection plays an important role in maintaining honesty and integrity in business transactions. Consumer protection law acts as the frontline in protecting consumers from harmful practices, including the provision of false information. protect consumers from harmful practices, including the provision of false information. When consumers are provided with inaccurate or misleading information about a product or service, consumer protection law is there to provide protection. This is done through several steps. First, consumer protection law ensures that sellers or service providers are obliged to provide clear, accurate, and non-misleading information to consumers. This means that they must take responsibility for the veracity of the information they provide. Secondly, if consumers find that they have been given false or misleading information, they have the right to complain or take legal action. Consumer protection law provides a framework for dispute resolution processes, whether through regulatory bodies, consumer courts, or alternative dispute resolution mechanisms. Third, in cases where consumers suffer losses due to false information, consumer protection law provides mechanisms to obtain compensation or redress. This ensures that consumers do not have to bear losses caused by dishonest or misleading practices. In addition, consumer protection law also has a role in raising consumer awareness about their rights and how to protect themselves from harmful practices. This is done through consumer education, widespread dissemination of information, and other resources that aim to educate consumers about their rights and how to protect themselves from harmful practices. to empower consumers to transact in a smart and informed manner.

In the case of the sale of Villa NE-21 by the defendant to the plaintiff, the Panel of Judges has issued the results of the trial with decision number 57/Pdt.G/2021/PN.Cbi. The verdict of the panel of judges was to grant the plaintiff's claim in part, including confirming that the PPJB NE-21 was indeed null and void, punishing the defendant to return the money that had been paid to the defendant for Villa NE-21 and pay compensation in the amount of

Rp. 5,112,963,009 (five billion one hundred and twelve million nine hundred and sixty-three thousand nine rupiah). According to the author's analysis, the verdict of the panel of judges is in accordance with statutory provisions. Article 19 of the GCPL explains that business actors must be responsible for all forms of losses suffered by consumers, and the form of responsibility carried out by business actors can be converted into money. The total payment made by the plaintiff to the defendant for the purchase of Villa NE-21 was Rp. 4,208,200,008 (four billion two hundred eight million two hundred thousand eight rupiahs). This amount was paid in installments over a period of approximately 2 years. Because the verdict explained that payments were made from April 2013 until it was paid off in 2015 with a total transaction of 30 payments. The petitum contained in the lawsuit stated that the plaintiff's attorney requested compensation for the total interest that should have been obtained by the plaintiff of 2% of the total assets. The calculation of the plaintiff's attorney said that the trial period would be around 18 (eighteen) months with the calculation of compound interest, so the value of losses due to loss of interest income for 103 months reached Rp. 24,034,313,712 (twenty-four billion thirty-four million three hundred thirteen thousand seven hundred twelve rupiah). So the total compensation costs that must be incurred by the defendant are Rp. 28,892,513,720.- (twenty-eight billion eight hundred ninety-two million five hundred thirteen thousand seven hundred twenty rupiah). The Panel of Judges only granted part of the petitum stated in the lawsuit, because the panel of judges had their own considerations in making the decision. In the consideration of the panel of judges, it was explained that the request for compensation was justified and in accordance with the law, because basically the purchase of Villa NE-21 was for the benefit of long-term investment, if the purchase of Villa NE-21 was unsuccessful due to unlawful acts committed by the seller, it was very reasonable for the plaintiff to request compensation for the interest that should have been obtained every month by the plaintiff from the total assets that the plaintiff spent to buy the Villa. In the decision, the Panel of Judges dealt with the claim for compensation for loss of interest income of 2% per month submitted by the Convention Plaintiff/Reconvention Defendant. However, the Judges considered that the determination of the amount of damages must be fair and in accordance with the applicable legal provisions. Therefore, based on jurisprudence and relevant economic factors, the judge determined that the appropriate amount of compensation was equivalent to the Government bank deposit rate, which at the time was 1.5% per month.

The convention plaintiff is the party who first files a lawsuit in a legal case, starting the process by filing a claim or demand against another party.²¹ The convention defendant is the party sued by the convention plaintiff, who must respond or defend against the claim. The counterclaim plaintiff is the convention defendant who then files a counterclaim against the convention plaintiff in the same case, which makes the convention plaintiff the counterclaim plaintiff. the same case, which makes the convention plaintiff the counte reclaim defendant In this case, the convention plaintiff switches roles to become the counterclaim defendant who must answer or respond to the counterclaim filed by the counterclaim plaintiff. Thus, in one legal case, this role creates two layers of claims: the initial claim by the convention plaintiff and the counterclaim by the counterclaim plaintiff. Therefore, the defendant was ordered to pay compensation of Rp.5,112,963,009 for a certain period, in addition to the refund of the initial payment. This decision was made after careful consideration of the facts presented in the proceedings and a careful assessment of the standard of compensation that is reasonable and in accordance with applicable law.

According to author's analysis, the verdict of the Panel of Judges is in accordance with the applicable laws and regulations, namely Law Number 8 of 1999 concerning Consumer Protection. Year 1999 concerning Consumer Protection. Because in Article 19 paragraph 1 of GCPL 1 states that business actors are responsible for providing compensation for damage,

pollution, and / or consumer losses due to consuming goods and / or services produced or traded and this is implemented in the decision of the Panel of Judges.

CONCLUSION

From the discussion above regarding the identification of problems regarding the legal consequences of information provided by business actors to consumers that is not in accordance with the Consumer Protection Law, the author draws the conclusion that basically Law No. 8 of 1999 concerning Consumer Protection was made in order to maintain business stability in both the service and production sectors. Therefore, all types of rights, obligations, and sanctions are contained in the GCPL. The case that occurred in Decision Number 57/Pdt.G/2021/PN.Cbi clearly violated the provisions of the Consumer Protection Law because the seller did not comply with the Consumer Protection Law because the seller did not comply with the rules that have been made in the GCPL. The legal consequences of the seller's unlawful act. providing false information to consumers is PPJB NE-21 which has been signed by both parties is declared null and void.

The identification of the problem raised is how the consideration of the panel of judges in decision number 57/Pdt.G/2021/PN.Cbi based on Law Number 8 of 1999 concerning Consumer Protection. According to the author, the decision of the panel of judges is in accordance with the decision that the business actor is obliged to pay compensation as regulated in the GCPL as a form of responsibility for his actions. This is stated in Article 19 paragraph (1) of GCPL, which states that business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded.

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