

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

## LIABILITY OF BUSINESS ACTORS RELATED TO CONSUMER LOSSES DUE TO NON-CONFORMITY OF PROMISED SERVICES

A. Khairi Rezki<sup>1</sup>, Si Ngurah Ardhya<sup>2</sup>, Ni Ketut Sari Adnyani<sup>3</sup>

Faculty of Law and Social Sciences, Ganesha University of Education, [Email:Khairi@undiksha.ac.id](mailto:Email:Khairi@undiksha.ac.id)

Faculty of Law and Social Sciences, Ganesha University of Education, [Email:ngurah.ardhya@undiksha.ac.id](mailto:Email:ngurah.ardhya@undiksha.ac.id)

Faculty of Law and Social Sciences, Ganesha University of Education, [Email:sari.adnyani@undiksha.ac.id](mailto:Email:sari.adnyani@undiksha.ac.id)

### Article Info

Received: June 1, 2023  
Accepted: July 23, 2023  
Published: August 2, 2023

#### Keywords:

Business Actors,  
Responsibility,  
Consumers

#### Corresponding Author:

A.Khairi Rezki, email:  
[Khairi@undiksha.ac.id](mailto:Khairi@undiksha.ac.id)

### Abstract

*This research aims to analyze the responsibility of business actors regarding consumer losses due to non-compliance with agreed service services in the city of Singapore, especially the form of responsibility given by motorbike service business actors in the event of failure to fulfill previously agreed achievements and the good faith of business actors. motorbike service services in terms of trying to meet achievements. The type of research used is empirical legal research, with descriptive research characteristics. The location of this research was carried out in Singaraja City. The legal materials used come from primary legal materials, secondary legal materials and tertiary legal materials with collection techniques using document study, observation and interview techniques. The sampling technique used is a non-probability sampling technique with the application form using a purposive sampling technique. The data analysis technique is carried out in a qualitative descriptive manner which aims to systematically obtain data regarding the facts of an event that arises in society. The research results show that forms of responsibility for compensating consumers for losses can be done in various ways, such as compensation, gifts, not charging service fees, and complete explanations and efforts to resolve problems. The good intentions carried out are open communication, providing extra service, providing warranty fulfillment, repair and correction efforts and providing repair references.*

### Introduction

Over time, transportation has become a vital tool that supports the movement of goods and people in daily activities. In Indonesia, motorized vehicles are the most commonly used mode of transportation. In 2022, the Indonesian Central Bureau of Statistics recorded the use of motor vehicles reaching 148,212,865 units, reflecting the growth in mobility and the role of motor vehicles as the main

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

means of transportation. From an economic perspective, the use of motorized vehicles has a positive impact in supporting the distribution of goods and services and strengthening industries and businesses across the country. The rapid development of vehicles has created an urgent need for widely available motor servicing services. As the number of vehicles on the road increases, so does the demand for vehicle maintenance, repair and servicing. Servicing plays an important role in maintaining people's mobility, ensuring vehicles operate safely and efficiently, and contributing to the economy. In a workshop, servicing not only repairs damaged vehicles, but also provides complete maintenance services, ranging from routine maintenance to complex repairs. Therefore, workshop infrastructure development and service network expansion are necessary to meet the growing mobility needs.

A motorcycle service business is a form of business service focused on the maintenance, repair, and servicing of various types of motorcycles. (Novianto, 2018). The main objective is to fulfill the needs of motorcycle owners in keeping their vehicles in good, safe, and efficient condition. Before utilizing motorcycle servicing services, consumers and service providers usually reach an agreement on the price and time required to complete the servicing process. This provides a double benefit, where the consumer gets a satisfactory service, while the service provider gets paid accordingly. As contained in the Civil Code in Article 1313, namely "Agreement is an act performed by one or more persons, to bind themselves to one or more other persons". It should be understood that in the process of making a sale and purchase or service agreement, obstacles often occur which result in the initial agreement not being carried out as expected, resulting in default. Default is a violation of an agreement that causes one party to fail to fulfill the obligations or performance promised in the agreement. Default in the sale and purchase of goods or services is certainly detrimental to consumers because it costs money and time without satisfactory results.

A breach of promise by either party results in damages, in accordance with Article 1243 which states that the party who is late or fails to fulfill a contractual obligation must reimburse costs, losses and interest. This applies if the debtor is deemed negligent in fulfilling the contract or if certain payments or actions can only be made after a certain time limit has passed. One example of a case that the author has experienced is when the motorcycle suffered engine damage. The author took the motorcycle to one of the nearest repair shops, we agreed that the motorcycle would be repaired within two weeks with a total cost of Rp.1,000,000, paid Rp. 700,000 in advance, and the rest after the

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

motorcycle was repaired. However, after two weeks, the bike was still not repaired due to lack of equipment at the workshop. The workshop owner stated that the remaining money did not need to be paid. The consumer felt aggrieved because he lost Rp.700,000,- without satisfactory results. Article 7 letter (G) of Law No. 8 of 1999 on Consumer Protection states that if the goods or services received or used by consumers are not in accordance with the agreement, the business actor is obliged to provide compensation, compensation, or replacement. This shows that the business actor has the right to be responsible for the incompatibility of the agreement that has been made.

## Research Methods

The type of research used in this case is a type of empirical legal research where empirical legal research is a method of legal research conducted on the actual situation that occurs in society with the intention of finding facts that are used as interview data and real actors conducted through direct observation. (Azhar, 2020). This research is descriptive analysis, which provides an overview of the facts and symptoms regarding the fulfillment of the responsibility of motorcycle service business actors if the agreed agreement is not carried out. In this study, primary data is used, obtained directly from informants and respondents and secondary data, which includes documents such as records, and other sources that can enrich primary data. (Ardhya N. M., 2022).

Legal materials used in this research consist of primary legal materials, secondary legal materials and tertiary legal materials. Primary legal materials include legal products that are the subject of study and legal products as a means of criticism. (Ramadhani R., 2021). The primary legal materials used include Law Number 8 of 1999 concerning consumer protection, Civil Code . Secondary legal materials are legal materials that include literature studies and studies of archival documents, official government data, law books, journals, published magazines related to the writing of this research. (Prasetya, 2020). The secondary legal materials in this study are research results, research journals, law books, legal papers contained in the mass media. Tertiary legal materials are legal materials that provide instructions and explanations for primary legal materials and secondary legal materials. (Iaia, 2022). Legal materials in this case include a legal dictionary and a large dictionary of the Indonesian language . The techniques used in data collection include document study techniques, observation techniques interview techniques. The technique used in data collection is *non-probability sampling* technique where this technique is used because the researcher determines

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

the sample to be used, and in the *non-probability sampling* technique the researcher uses the *Purposive Sampling* form, namely the researcher determines that the sample has met certain criteria and traits or characteristics that are the main characteristics of the object of research. The data obtained is then collected both in primary data and secondary data and then analyzed descriptively qualitatively.

## Results and Discussion

### Forms of Responsibility Provided by Motorcycle Service Business Actors in the Event of Failure to Fulfill Previously Agreed Achievements in Singaraja City

In accordance with the results of the research conducted, there are still motorcycle service business actors who do not comply with the regulations contained in the shrimp - laws regarding agreements. As explained in the Civil Code (KUHPerdata) explaining the agreement, namely in Article 1313 states that "Agreement is an act by which one or more people bind themselves to one or more other people." (Haspada, 2018) This article emphasizes that an agreement made by two or more people to bind themselves to each other in law. In the context of a motorcycle service business, the agreement made by consumers and business actors will give rise to rights and obligations, where the rights of consumers are to receive the results of service services from business actors and are obliged to provide wages, then business actors are entitled to get wages and are obliged to provide services and results from their service services. In an agreement, of course, there is a condition that must be met, which if these conditions are violated, it will cause an agreement to be canceled, either null and void, or can be canceled unilaterally by one of the entities that bind themselves. This condition must always be present both in the Cooperation agreement process and in the process of buying and selling goods or services. The terms of an agreement are described in Article 1320 of the Civil Code, namely (Sari, 2017):

- a. Agreement of those who bind themselves;
- b. Legal capacity to make an agreement;
- c. A certain thing;
- d. By a lawful cause.

The first requirement is an agreement for those who bind themselves, which in this case means that each entity entering into an agreement should agree or agree on technical or principal matters in the agreement made. The second requirement is legal capacity in making agreements, legal capacity in this case is those who are classified as adults by age. Adult in the Civil Code is someone who is 21 years old or those who are married, this is explained in Article 330. The third condition is a certain thing, the meaning of this condition is that an agreement is made because of a certain object, be it goods, services, or other matters concerning the behavior of certain entities that must or must not be

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

done. The fourth requirement, namely by a lawful cause, means that an agreed behavior and moral ethics which includes actions, deeds and goals to be achieved do not override the rules or must be in accordance with the legal norms that apply in society, both those that are ordered or prohibited in the laws and regulations. These conditions must be implemented so that the agreement can be carried out properly. If one of the parties does not fulfill the contents of the agreement, then it will be considered a default. In accordance with the results of the research conducted, business actors still tend to make defaults due to the obstacles they experience. In the context of default, there is an element that must be fulfilled so that someone can be said to be in default as explained in article 1243 of the Civil Code, namely violation of an obligation or agreement, violation by one of the parties, obligation to fulfill promises and compensation. (Racmawati, 2024).

From this we can conclude from the results of this study that business actors have made defaults on agreements that have been made with consumers. As previously described, default is a situation where one of the parties to the agreement does not fulfill the agreement that has been made. In an act of default, there are two forms of default that are often encountered in society, namely (Ramadhani 2012), namely total default and partial default. Total default is a default that occurs because the debtor does not carry out what he promised to do or the debtor does something that according to the agreement should not be done. This total default includes examples, namely What is Done But Not Done and Doing Something Prohibited in the Agreement (Fandi, 2020) Promises. Meanwhile, partial default is a default that occurs if the debtor carries out what he promised, but not as promised, or the debtor does what was promised but is late, from the explanation of default above, there are 2 types of examples of this partial default, namely Making Promises But Being Late in Fulfilling Them and Making Promises But Not In Accordance With The Agreement.

When viewed from the types of default above, the results of the research conducted in this situation are included in the type of total default because when viewed in terms of total default occurs because the debtor does not carry out what he has agreed to do. We can see in the case when the motorcycle service business actor promises that the motorbike will improve within a predetermined period of time, and it turns out that he is unable to repair the existing damage. When there is a state of default, this will cause a loss to the other party, so that the injured party is obliged to hold the party who made the default responsible. (Adnyani, 2018). In the Civil Code, this responsibility is then outlined in Article 1243 which says "If due to circumstances that are one of the

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

parties or one of the parties alone that provide reasons for the cancellation of the agreement, the other party is entitled to request reimbursement of all losses caused by the cancellation and rent, interest, and costs that have been incurred in the agreement (Zulham, 2016). (Zulham, 2016)."

In accordance with the explanation of Article 4 letter (h) of Law No. 8 of 1999, namely the right to obtain compensation, compensation, and replacement if the product or service does not meet the agreement or expected standards. Therefore, the efforts that can be made in accordance with the laws and regulations are as follows, as for the form of responsibility given by business actors for failure to fulfill achievements, namely:

1. This is based on Article 19 paragraph 2 of Law No. 8 of 1999 concerning Consumer Protection which states that compensation given by business actors to consumers can be in the form of refunding money or replacing goods and / or services of similar or equivalent value.
2. This is based on Article 19 paragraph 3 of Law No. 8 of 1999 concerning Consumer Protection which states that the provision of compensation (warranty) is carried out within 7 (seven) days after the date of the transaction. Then continued in Article 26 which states that business actors who trade services are obliged to fulfill guarantees or warranties in accordance with what is promised.
3. Not charging service fees to consumers. This is based on Article 4 letter (h) of Law No. 8 of 1999 concerning Consumer Protection which states that consumers have the right to obtain compensation, compensation, and replacement if the goods or services are not as promised and Article 7 letter (g) of Law No. 8 of 1999 concerning Consumer Protection which requires business actors to provide compensation, compensation, and replacement if the goods or services are not as promised.
4. A complete explanation and settlement effort by providing recommendations for alternative workshops that can handle problems with the motorcycle. With regard to this matter, it is emphasized in Article 7 letter (a) of Law No. 8 of 1999 concerning Consumer Protection, namely that business actors are obliged to act in good faith in carrying out their business.

By providing these various forms of liability, motorcycle service businesses can improve relationships with consumers, maintain consumer confidence, and improve overall service quality. This is certainly in accordance with the applicable laws and regulations as explained in Article 19 of Law No. 8 of 1999

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

concerning Consumer Protection which states that business actors are responsible for consumer losses due to consuming goods and / or services produced or traded. (Ardhya, 2017). However, if the business actor does not provide responsibility as described in Article 19 previously, the business actor will be subject to administrative sanctions by the Consumer Dispute Resolution Body as described in Article 60 paragraph (1) which states that the consumer dispute resolution body has the authority to impose administrative sanctions on business actors who violate Article 19 paragraph (2) and paragraph (3), Article 20, Article 20, Article 25, and Article 26. And then it is clarified in Article 60 paragraph (2) which states that administrative sanctions in the form of placing compensation of a maximum of Rp.200,000,000, - (two hundred million rupiah).

## **The Good Faith of Motorcycle Service Business Actors in Attempting to Fulfill Achievements in Singaraja City**

In general, to execute a contract properly, several stages are required from preparation to execution of the contract contents. These stages are especially important for contracts with very high value or high risk. As for simple contracts, these stages are not so important to pay attention to. However, all these stages must be carried out in good faith. Without good faith, all relationships including business relationships will not last, which in the business principle of interaction that gives a little profit but lasts many times is better than for a lot but only once or two, three times. (Mardani, 2013). An agreement must be carried out in good faith, according to article 1338 paragraph 3 of the Civil Code (Adnyani M. A., 2022). The agreement must be carried out in good faith by taking into account and adhering to the rules of decency and decency. (Turangan, 2019). This is a goal of the agreement, a principle in contract law which is Roman law known as *bona fide*, namely good faith. The meaning of *fides* itself refers to trust or honor and honesty to others, which is derived from religion. In *bona fide*, good faith is necessary to enter into an agreement.

According to M.L. Kejam good faith is an action that does not involve fraud, deceit, or causing annoyance to the other party, and which considers not only their own interests but also those of others. Good faith in an agreement means that one party intends not to harm allies or the public interest. The restriction on the principle of good faith is that the manner of performing an agreement must not be contrary to propriety and justice. The principle of good faith can be interpreted in two senses (Arifin, 2020) namely good faith in an objective and subjective sense. Good faith in an objective

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

sense is that an agreement made must be carried out with due regard to the norms of decency and morality, which means that the agreement must be carried out in such a way as not to harm one of the parties. Meanwhile, good faith in a subjective sense, namely the notion of good faith that lies in a person's inner attitude. In the law of objects, this good faith can be interpreted as honesty. Good faith in a subjective sense can be interpreted as the honesty of a person in carrying out a legal action, namely what lies in the inner attitude of a person at the time of a legal action. Good faith in this subjective sense is regulated in Article 531 Book II of the Civil Code.

The purpose of implementing an agreement in good faith is that for the parties to the agreement there is a requirement not to do anything that does not make sense, which is not contrary to the norms of decency and decency, so that it will be able to create justice for both parties and not harm one party. In addition, the principle of good faith which lies in a person's inner attitude is very necessary to prevent defaults from the parties to the agreement. In the consumer protection law, the regulation regarding good faith is stated in Article 7 letter (a) which states that (Ritonga, 2020) "Business actors are obliged to act in good faith in carrying out their business activities." The application of the principle of good faith in this law aims to ensure that business actors can carry out their business in accordance with applicable norms and laws. If we apply the concept of good faith in running a motorcycle service business, then business actors should provide rights and carry out obligations in accordance with Article 4 and Article 7 of Law No. 8 of 1999 concerning Consumer Protection.

This article also indirectly gives confirmation to business actors that when things happen that are not in accordance with what is regulated in the law during the sale and purchase process, then business actors are obliged to take responsibility as regulated in Article 7 letter (f) and letter (g) which is then clarified in Article 19 paragraph 1 which states that (Utomo, 2019) "Business actors are responsible for providing compensation for damage, pollution, and / or consumer losses due to consuming goods and / or services produced or traded." So that the realization of the application of good faith can be realized properly as a form of responsibility of business actors for the negligence they have made. When viewed from the research results, we can see that some business actors do not have good faith in running their business, although by definition they describe good faith in accordance with the laws and regulations, but in terms of practice they do not implement this. Although they ask customers to take their motorbikes to other workshops, they do not go into detail.



# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

Not only that, motorcycle service business actors seem to avoid their responsibilities in accordance with what should be given. This shows a violation as described above in Article 7 letter (a) of Law No. 8 of 1999 concerning Consumer Protection. (Atsar, 2019).

In the law, the form of good faith is not specifically regulated, because each entity has its own way and point of view on this matter. A person's good faith can be seen from the actions taken by each entity in an effort to correct or take responsibility for the mistakes they have made. From the results of the research conducted, broadly speaking, based on the testimony of Mr. MT and Mr. IA as business actors who carry out their obligations as they should and Raffi as a consumer who gets his rights as a consumer. therefore, there is good faith made by motorcycle service business actors in terms of efforts to fulfill agreed achievements, namely:

1. **Open Communication.** This is in accordance with Article 4 letter (c) of Law No. 8 of 1999 concerning Consumer Protection, which states that consumers have the right to obtain correct, clear and honest information about the condition and guarantee of goods. (H.U.Adil, 2016). With the fulfillment of this consumer right, the business actor has shown his good faith in running his business.
2. **Extra Service.** This is in accordance with Article 4 letter (h) of Law No. 8 of 1999 concerning Consumer Protection, namely consumers have the right to obtain compensation, compensation and / or replacement if the goods and / or services received are not in accordance with the agreement or not as they should be.
3. **Fair Compensation.** This is in accordance with Article 4 letter (h) of Law No. 8 of 1999 concerning Consumer Protection, namely consumers have the right to obtain compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the agreement or not as they should be.
4. **Repair and Correction Efforts.** This is in accordance with Article 4 letter (g) of Law No. 8 of 1999 concerning Consumer Protection, namely consumers have the right to be treated or served correctly and honestly and without discrimination.
5. **Fulfillment of Warranty.** This is in accordance with Article 26 of Law No. 8 of 1999 on Consumer Protection, which states that business actors who trade services are obliged to fulfill the agreed and/or promised guarantees and/or warranties. (Wardiono, 2014).

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

6. Provide Repair Referrals to Workshops That Are Considered Capable of Resolving Problems. This is in accordance with Article 4 letter (e) of Law No. 8 of 1999 concerning Consumer Protection which states that consumers have the right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly.
7. Provide Payment Receipts to Customers . This is in accordance with Article 4 letter (d) of Law No. 8 of 1999 concerning Consumer Protection which explains that consumers have the right to be heard and complain about the goods and / or services used. With this receipt, consumers can make complaints by showing proof of service transactions made.

By practicing good faith as mentioned above, motorcycle service businesses can maintain customer trust, maintain business reputation, and strengthen long-term relationships with customers. In addition, these acts of good faith also reflect professionalism, responsibility, and commitment to customer satisfaction, which are important values in the motorcycle service business.

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

## Conclusion

Based on the results of the research and discussion, the following conclusions can be drawn:

1. There are still motorcycle service business actors who ignore specific laws and regulations regarding liability in the event of failure to fulfill achievements. This causes consumers to feel disadvantaged by the actions of these business actors. Although it is not described in detail in Law No. 8 of 1999 regarding the form of liability that should be provided, motorcycle service businesses should provide liability in the form of reimbursement of money or purchase of damaged components on the customer's motorbike, provide a guarantee for the services provided, not charge consumers for services, and provide a complete explanation and settlement efforts by providing recommendations for alternative workshops that can handle problems on the motorbike. As explained in Article 19 of Law No. 8 of 1999 concerning Consumer Protection (Yodo, 2017).
2. Regarding good faith, there are still unscrupulous motorcycle service business actors who do not show good faith in running a business. They tend to prioritize their own interests, even though good faith is regulated in Law No. 8 of 1999 concerning Consumer Protection. Although it is not regulated in detail, in an effort to fulfill achievements, business actors can show good faith by conducting open communication, providing extra services, fulfilling warranties, making repair and correction efforts, and providing repair referrals to workshops that are considered capable of resolving problems. By practicing this good faith, motorcycle service businesses can build a strong reputation, increase customer trust, and strengthen their position in the motorcycle service industry.

## Advice

1. For the government as a party that has full authority over the community, it is obliged to carry out intensive socialization of Law No. 8 of 1999 concerning Consumer Protection through consumer protection institutions in Indonesia so that the community both as consumers and as business actors are able to know the rights and obligations of each party.
2. For business actors, they must try to better understand their obligations and rights in accordance with laws and regulations, this aims to avoid losses that may be experienced by consumers. With a strong understanding of the applicable regulations, business actors can ensure that their business operations are in accordance with legal standards, thus providing appropriate protection to consumers and making standard agreements in the process of buying and selling goods / services in order to minimize the potential for legal conflicts that can harm both parties.
3. Consumers need to understand their rights and obligations as consumers so that they can easily sue business actors if they suffer losses caused by the negligence of business actors. With a good understanding of the applicable rules, consumers will be better prepared to request compensation for the losses they experience, and the claim process will be smoother due to the same understanding between consumers and businesses regarding their respective rights and obligations.

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

## References

### Books

- Atsar, A. &. (2019). *Textbook of Law*. Yogyakarta: Deepublish Publisher.
- H.U.Adil. (2016). *Basics of Business Law 2nd*. Bandung: Mitra Wacana Media.
- Ilyas, A. &. (2021). *Collection of Legal Principles*. Jakarta: Rajawali Press.
- Kolapaking, A. D. (2013). *The Principle of Good Faith in the Contractual Dispute Arbitration*. Bandung: P T Alumni.
- Kristiyanti, C. T. (2017). *Law*. Malang: Sinar Grafindo.
- Mardani. (2013). *Sharia Law in*. Jakarta: Sinar Grafindo.
- Salim, A. R. (2017). *Business Law for and Case Examples*. Pangkal Pinang: .
- Subekti, R. &. (2018). *Kitab Undang-Undang Hukum*. Surabaya: Balai Pustaka Utama.
- Suharnoko. (2014). *Law and Case Analysis*. Jakarta: .
- Wardiono, K. (2014). *Law on of Legal Substance, Legal Structure, and Legal Culture in Law Number 8 Year 1999*. Yogyakarta: Ombak.
- Yodo, A. M. (2017). *Law*. Jakarta: Rajawali Press
- Zulham. (2016). *Law*. Jakarta: grup.

### Journals

- Azhar, K. B. (2020). Legal Research Methodology as an Instrument to Unravel Contemporary Legal Issues. *Journal of Gema Keadilan*, 24.
- Haspada, R. M. (2018). Nominee Agreement Between Foreign Citizens and Indonesian Citizens in the Practice of Selling and Purchasing Freehold Land in Connection with Article 1313 of the Civil Code. *Paramarta Discourse: Journal of Legal Science*, 117.
- laia, F. (2022). THE APPLICATION OF CRIMINAL LAW TO THE CRIME OF GRATIFICATION COMMITTED IN OFFICE. *Arrow of Justice*, 6.
- Novianto, W. &. (2018). Analysis and Design of Workshop Information Systems at Lancar Motor Workshop. *Idealis Journal*, 57.
- Prasetya, A. (2020). Legal Protection for Children of Criminal Offenders. *Mizan: Journal of Legal Science*, 54.

# INTERNATIONAL JOURNAL OF LAW, TOURSIM, AND CULTURE

Published Law Department, Universitas Pendidikan Ganesha  
Volume 1 Issue 2, August 2023 | P-ISSN: 2830-6546

---

- Racmawati, A. D. (2024). JURIDICAL ANALYSIS OF SUPREME COURT DECISION NUMBER 338 PK/PDT/2022 RELATED TO DEFAULT IN ARTICLE 1243 AND TORT IN ARTICLE 1365 OF THE CIVIL CODE. *Novum: Journal of Law*, 296.
- Adnyani, K. T. (2018). RESPONSIBILITY OF LAUNDRY SERVICE BUSINESS ACTORS FOR CONSUMER LOSSES IN BULELENG DISTRICT. *Komunitas Yustitia*, 231.
- Adnyani, M. A. (2022). Legal Effects of Transfer of Inherited Land Rights Based on Article 20 Paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Principles. *Komunitas Yustisia*, 71.
- Ardhya, N. M. (2022). Legal Protection of Goods Delivery Service Users in the Event of Default (Case Study at PT Jalur Nugraha Eka Kurir (JNE) Singaraja City Branch). *Yustisia Communication*, 334.
- Ardhya, S. N. (2017). Pruduct Liability for Smart Phones Without After Sales Facilities in the Form of Warranty Related to the Inclusion of an Exculpatory Clause in a Standard Agreement. *Komunitas Hukum*, 129.
- Azhar, K. B. (2020). Legal Research Methodology as an Instrument to Unravel Contemporary Legal Issues. *Journal of Gema Keadilan*, 24.
- Haspada, R. M. (2018). Nominee Agreement Between Foreign Citizens and Indonesian Citizens in the Practice of Selling and Purchasing Freehold Land in Connection with Article 1313 of the Civil Code. *Paramarta Discourse: Journal of Legal Science*, 117.
- laia, F. (2022). THE APPLICATION OF CRIMINAL LAW TO THE CRIME OF GRATIFICATION COMMITTED IN OFFICE. *Arrow of Justice*, 6.
- Novianto, W. &. (2018). Analysis and Design of Workshop Information Systems at Lancar Motor Workshop. *Idealis Journal*, 57.
- Prasetya, A. (2020). Legal Protection for Children of Criminal Offenders. *Mizan: Journal of Legal Science*, 54.
- Racmawati, A. D. (2024). JURIDICAL ANALYSIS OF SUPREME COURT DECISION NUMBER 338 PK/PDT/2022 RELATED TO DEFAULT IN ARTICLE 1243 AND TORT IN ARTICLE 1365 OF THE CIVIL CODE. *Novum: Journal of Law*, 296.