



Standard Clauses in Vehicle Purchase Credit Agreements in Indonesia: An Examination of Consumer Protection and Legal Enforcement

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Abstract

Vehicle purchase credit agreements in Indonesia frequently incorporate standard clauses that are often perceived as offering inadequate legal protection to consumers. Despite clear prohibitions regarding the use of standard clauses in credit agreements, vehicle financing businesses often persist in implementing these clauses in their contracts with consumers. Consequently, consumers find themselves in an unfavorable position, lacking the necessary legal safeguards to protect their rights. Consumers are entitled to legal protection, legal certainty, and justice when engaging with consumer financing institutions. This study employs a qualitative analysis approach, utilizing the normative legal research method to interpret legal materials, including court decisions. The research findings reveal that consumer protection regulations pertaining to standard clauses in vehicle purchase credit agreements have been distinctly and sufficiently defined. However, the enforcement of laws and stringent sanctions against violations has not been fully effective.



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A. INTRODUCTION

The motor vehicle credit agreement in Indonesia represents a contractual accord involving a lending party, typically a financial institution or a bank, and a borrower. Its primary purpose is to facilitate the financing of motor vehicle purchases, such as cars or motorcycles (Retnowati & Darmadi, 2015; Prasetyo, Kuncoro & Afiyah, 2020). In this arrangement, the lending entity provides the funds required for the acquisition of the specified vehicle, and the borrower commits to reimbursing this sum within a predefined timeframe, along with previously agreed-upon interest rates (Gunawan & Badriyah, 2022). These agreements frequently encompass standardized clauses that govern the rights and responsibilities of both parties involved (Carissa, Kamello, Purba & Harianto, 2022). Furthermore, they include various provisions concerning collateral, installment payments, and regulations pertaining to fines or contract violations. The motor vehicle credit agreements in Indonesia constitute an integral component of both the automotive industry and the financial sector. They play a pivotal role in enabling individuals to possess personal vehicles. These agreements

maintain a close relationship with the Consumer Protection Law, Act Number 8 of 1999 (Consumer Protection Act). This legislation provides a crucial legal framework designed to safeguard consumers in various aspects, including motor vehicle credit transactions. One of the aspects addressed within this legislation is the consumer's entitlement to receive clear and transparent information regarding the products and services they purchase. In the context of motor vehicle credit agreements, this entails an obligation on the part of creditors, usually financial institutions, to furnish comprehensive and easily comprehensible information to prospective borrowers, encompassing details concerning interest rates, administrative fees, as well as the rights and obligations of all parties involved.

The Consumer Protection Act also regulates fair and non-exploitative business practices, ensuring that motor vehicle credit agreements in Indonesia adhere to reasonable business ethics and do not exploit consumers (Nurhafni & Bintang, 2018). For instance, creditors are prohibited from employing standard clauses that unfairly disadvantage consumers or imposing hidden charges without clear disclosure. The Consumer Protection Act provides a robust legal foundation for safeguarding consumers engaging in motor vehicle credit agreements in Indonesia, compelling credit companies to adhere to stringent ethical and legal standards in their transactions. The Consumer Protection Act has established a synergistic and balanced relationship between businesses and consumers. It is expected to offer legal protection and certainty to both business entities and consumers. The presence of the Consumer Protection Act aims to serve as legal framework for maintaining a balanced relationship between businesses and consumers in the exchange of goods and services. The Consumer Protection Act is said to play a crucial role in regulating Indonesia's economy. By providing a clear and justice-based legal framework, the Consumer Protection Act helps maintain consumer trust, promote ethical business practices, and encourage sustainable economic growth by creating an environment where fair and moral business transactions can thrive. Therefore, the Consumer Protection Act plays an integral role in safeguarding consumer rights while supporting the development of a healthy and sustainable business environment in Indonesia.

Standard clauses in motor vehicle credit agreements have a significant impact on consumer protection. As previously mentioned, standard clauses are provisions that are typically non-negotiable for consumers, thereby binding consumers to terms pre-established by entities such as financial institutions or vehicle dealers. This restricts consumers' ability to determine or influence the terms of the agreement and often results in one-sided credit agreements, favoring the businesses with an upper hand in dictating advantageous conditions. The impact of standard clauses, often found in consumer contracts, places consumers in a vulnerable negotiating position, underscoring the critical importance of consumer protection in this context. Consumer Protection Laws, such as those

found in Indonesia, are established to maintain equilibrium and justice in the relationships between businesses and consumers. These laws provide a legal framework mandating that businesses offer clear and transparent information to consumers while prohibiting business practices that could harm them. Unfair or detrimental standard clauses may potentially contravene these consumer protection provisions, leading to legal disputes concerning their validity. The primary objective of consumer protection is to ensure that consumers are not exploited in agreements, such as motor vehicle credit contracts, and that their rights remain safeguarded.

Nizla Rohaya has embarked on a study involving research on the prohibition of standard clauses containing exoneration clauses in the context of consumer protection (Rohaya, 2018). Meanwhile, Nurhafni and Sanusi Bintang have examined legal protection for consumers in electronic standard agreements (Nurhafni & Bintang, 2018). Furthermore, Ade Putri Lestari has focused her research on the aspect of legal certainty regarding standard clauses in online loan agreements in Indonesia (Lestari, 2020). In the context of recent research, attention is now directed towards the analysis of the impact of standard clause usage on consumer protection in motor vehicle credit agreements in Indonesia. This study distinguishes itself from prior research by emphasizing the specific context of motor vehicle credit agreements, which serve as a particular subject for understanding the influence of standard clauses on consumer protection aspects. This research is of paramount importance due to its focus on the unique context of motor vehicle credit agreements, which represents a distinct area within the broader field of consumer protection and contract law. By delving into this specific subject, the study aims to shed light on how standard clauses within these agreements impact the rights and interests of consumers, particularly within the legal framework of Indonesia. This research not only addresses a critical gap in the existing literature but also provides valuable insights into the nuances of consumer protection and legal enforcement in a context that is highly relevant to the daily lives of many individuals, contributing to the enhancement of legal safeguards and the promotion of fairness and equity in contractual relationships.

B. RESEARCH METHOD

Legal research methodology is an approach or technique employed to investigate, analyze, and comprehend legal issues. The purpose of legal research methods is to gain a deeper understanding of specific aspects of the law, including positive law, legal norms, legal processes, and their implications for society and individuals (Tan, 2021). The significance of legal research methods lies in approaching legal problems with a scientific framework and the appropriate methodology, enabling the collection of valid data, accurate analysis, and conclusions based on robust evidence. This aids legal researchers and practitioners

in understanding, interpreting, and addressing complex legal issues. This study employs the normative legal research method, which is a research approach focusing on the analysis of legal texts and existing legislation. Its objective is to comprehend, interpret, and evaluate positive law (applicable legal regulations) and legal norms related to the research subject (Disemadi, 2022). In the normative legal research method, researchers examine legal materials such as the Consumer Protection Law, Act Number 8 of 1999 (Consumer Protection Act), the Civil Code (KUHPerdata), the Financial Services Authority Regulation Number 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector, Circular Letter of the Financial Services Authority Number 13/SEOJK.07/2014 Regarding Standard Clauses, and the Verdict of the South Jakarta District Court with Case Number 338/Pdt.G/2016/PN.Jkt.Sel. The normative legal analysis is carried out descriptively, with the interpretation of legal materials being a crucial step in this method. This process involves understanding, dissecting, and explaining essential aspects of legal materials concerning the impact of standard clauses on consumer protection in motor vehicle credit agreements in Indonesia.

C. RESULTS AND DISCUSSIONS

Legal Regulations Governing the Implementation of Standard Clauses in Credit Agreements: An Examination from a Consumer Protection Perspective

Standard clauses in agreements, including vehicle purchase credit agreements, play a crucial role in the legal landscape of Indonesia, a country governed by the principles outlined in the 1945 Constitution of the Republic of Indonesia (UUD NRI 1945). Indonesia's legal framework is based on the principles of the rule of law and the protection of individual rights, which are enshrined in the constitution. In this context, standard clauses in agreements are significant because they reflect the foundational principles of contract law, which is an essential aspect of Indonesia's legal system. These standard clauses, often crafted by parties with differing bargaining power, establish the terms and conditions of contractual relationships, including those related to vehicle financing. The UUD NRI 1945 emphasizes the importance of upholding justice and fairness in all aspects of governance and society, which includes contractual relationships.

Indonesia's legal system ensures the protection of individual and consumer rights. Therefore, the content and enforceability of standard clauses in agreements, such as those found in vehicle purchase credit agreements, must adhere to the principles of fairness, transparency, and legality as enshrined in the constitution. The role of the government and the judiciary in upholding these principles is vital to safeguarding the interests of consumers and ensuring that standard clauses in agreements do not infringe upon their rights. Furthermore, the examination of standard clauses in agreements is essential to assess whether they align with the legal framework and constitutional principles in Indonesia. Research into the

adequacy of consumer protection and legal enforcement within these agreements is critical for ensuring that they comply with the principles of justice and fairness under the UUD NRI 1945, thereby promoting a just and equitable legal environment for all stakeholders involved in such contractual relationships.

Standard clauses in agreements are a common element in the business practices of Indonesia. These standard clauses are employed as an alternative choice by business entities to expedite and streamline transaction processes with consumers (Disemadi & Prananingtyas, 2019; Vivian & Fitri, 2022). The primary objective behind the use of standard clauses is to facilitate and simplify the process of entering into an agreement (Wicaksana, et al., 2015). In this regard, standard clauses enable business entities to establish terms that align with their interests in the agreement. Given that business entities often hold a superior position in transactions compared to consumers, the potential benefits arising from the utilization of standard clauses in agreements are substantial, as they can more freely incorporate agreement provisions that favor their side (Panggabean, 2010). Nevertheless, while these standard clauses enhance efficiency and expediency in business dealings, it is imperative to acknowledge the questions they raise concerning consumer protection, fairness, and equity within agreements (Nurfriti, Sudirman & Disemadi, 2022). It is crucial to consider how the use of these standard clauses affects both parties, including its implications for consumer rights and protections within the context of applicable laws (Hutagalung, Hasnati & Afrita, 2021).

Standard clauses, commonly referred to as boilerplate clauses, are pre-established provisions or regulations devised by business entities and subsequently incorporated into binding documents or agreements that consumers are obligated to adhere to (Sari & Sulistyowati, 2021). These standardized clauses typically take the form of non-negotiable rules, often with businesses retaining full control over their content (Lestari, 2020). They can be encountered across various types of documents, including receipts, invoices, receipts, contracts, or other transaction-related papers. The significance of standard clauses lies in furnishing a legal framework that governs the relationship between business entities and consumers in the realm of buying and selling (Widiasih, Mahendrawati & Arini, 2021). Nevertheless, these standard clauses must also adhere to consumer protection principles, meaning that they must not disadvantage consumers (Eleanora & Dewi, 2022). In their application, standard clauses must not infringe upon consumers' rights or compromise their interests, and legal regulations must ensure that business-issued standard clauses do not result in unfairness or detriment to consumers (Putri & Octarina, 2023).

Consumer Protection Law, Act Number 8 of 1999 (Consumer Protection Act) defines standard clauses as regulations that contain pre-established terms and conditions set by a business entity or product distributor, subsequently

acknowledged in a binding document or agreement that mandates consumer compliance. In other words, standard clauses represent a series of provisions presented by business entities in a contractual document, typically characterized by their standardized nature, wherein consumers have limited room for negotiation or alteration of the clause's content (Rustam, 2018). This implies that in transactions involving standard clauses, consumers often find themselves with only the option to either accept the rules predefined by the business entity or reject the entire agreement (Maulana, RS, Arifin & Soegianto, 2021).

While standard clauses in business agreements are still permissible, the Consumer Protection Act has unequivocally prohibited the use of standard clauses that shift the responsibilities of business entities (Farahdiba, Putra & Nurdin, 2019). This prohibition is explicitly stipulated in Article 18 of the Consumer Protection Act. It implies that businesses can continue to employ standard clauses, provided that these clauses do not contravene the provisions outlined in Article 18 of the Consumer Protection Act, adhere to other statutory requirements, and do not violate principles of ethics, decency, and public order (Wiwoho, 2017). This underscores the necessity to balance the safeguarding of consumer rights while also considering the interests of business entities and the legal framework governing business transactions in Indonesia.

Article 18 of the Consumer Protection Act encompasses several provisions that prohibit business entities from including or creating standard clauses in any document or agreement related to the offering of goods and/or services. These clauses, if present in the document, must not transfer responsibility from the business entity to the consumer. They should not grant the business entity the authority to reject the return of purchased goods, deny refunds for products or services, allow unilateral actions by the business entity concerning installment purchases, govern the burden of proof regarding the loss of product benefits or service usage by the consumer, empower the business entity to reduce service benefits or diminish the wealth of the consumer, which is the subject of the service purchase, compel consumers to adhere to new rules, additional terms, extensions, or unilateral changes made by the business entity as long as the consumer continues to utilize the purchased services. Furthermore, these clauses should not provide the business entity with the ability to withdraw rights of collateral, liens, or guarantees over goods bought by the consumer through installment payments. The purpose of this article is to safeguard the rights and interests of consumers by preventing practices that may harm them in business transactions and agreements with business entities. With these provisions in place, the Consumer Protection Act underlines the significance of equality and legal protection for consumers in various aspects of consumer-business transactions in Indonesia.

The regulation regarding standard clauses in consumer protection law in Indonesia is explicitly governed by the Consumer Protection Act. Article 18 of the

Consumer Protection Act stipulates the position of standard clauses within agreements. Article 18, paragraph (2) of the Consumer Protection Act prohibits businesses from including standard clauses that are either inconspicuous, unclear, or difficult to read, or have expressions that are hard to comprehend. This provision aims to ensure that standard clauses are drafted in a manner that is easily understood and visible to consumers. Furthermore, paragraph (3) of Article 18 of the Consumer Protection Act states that any standard clause established by a business in documents or agreements that comply with the provisions as referred to in paragraphs (1) and (2) is considered legally void. This underscores the importance of clarity and readability of these standard clauses. Moreover, paragraph (4) of Article 18 of the Consumer Protection Act mandates businesses to adjust any standard clauses that contradict the Consumer Protection Act, indicating that standard clauses must align with the principles of consumer protection outlined in the same legislation.

Despite the provisions outlined in the Consumer Protection Act, regulations pertaining to standard clauses in agreements can also be found in other legislative frameworks. The Financial Services Authority (OJK) has established rules concerning standard clauses within the financial services sector. OJK Regulation Number 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector and OJK Circular Letter Number 13/SEOJK.07/2014 on Standard Agreements emphasize the prohibition of imposing standard clauses in credit agreements. This underscores the government's commitment to safeguarding consumers, particularly in the financial services sector, against the adverse effects of standard clauses that may be detrimental to them. As academics, a profound understanding of these provisions is essential for observing and analyzing their impact on business practices and consumer protection in Indonesia.

In the context of consumer protection law in Indonesia, regulations pertaining to standard clauses carry criminal penalties as stipulated in Article 62 of the Consumer Protection Act. This article governs that businesses found in violation of provisions related to standard clauses may face criminal sanctions, including the threat of imprisonment for a maximum term of 5 (five) years or a fine not exceeding Rp. 2,000,000,000 (two billion Indonesian Rupiah). These criminal sanctions are intended to serve as a deterrent and compel businesses to adhere to legal provisions concerning standard clauses for the protection of consumers. In addition to criminal penalties, Article 63 of the Consumer Protection Act also mentions the possibility of additional sanctions that can be imposed in cases of standard clause violations. These supplementary penalties encompass various forms of reparation, such as the confiscation of specific goods, the public announcement of a judge's decision, compensation payments to consumers who may have suffered losses, orders to cease specific activities that may harm consumers, the obligation to withdraw goods from circulation, and even the

revocation of business permits. These additional penalties are directed at providing a more resolute deterrent against businesses that have the potential to harm consumers through non-compliance with the principles of consumer protection enshrined in the Consumer Protection Act. With the criminal sanctions and supplementary penalties outlined in the Consumer Protection Act, the Indonesian legislature is steadfast in its efforts to maintain a balance in the relationship between businesses and consumers. This underscores the significance of business compliance with regulations designed to safeguard the rights and interests of consumers, particularly in the context of the use of standard clauses in agreements or business regulations.

Standard clauses, as governed by the Consumer Protection Act, form a ubiquitous element within Indonesia's business landscape. They are frequently employed by businesses to expedite and streamline transactions with consumers (Munggaran, Sudjana & Nugroho, 2019). The primary objective is to provide ease and expediency in the contractual process. Standard clauses afford significant leverage to businesses in shaping terms that are advantageous to their interests, particularly given their superior position in transactions (Jahri, 2016). Nevertheless, the use of standard clauses gives rise to pertinent questions concerning consumer protection, fairness, and equity in agreements. The Consumer Protection Act in Indonesia sets forth clear provisions regarding standard clauses, including criminal penalties that can be imposed on businesses contravening these provisions. In addition to criminal sanctions, supplementary penalties are available to safeguard consumers. This regulatory framework underscores the government's commitment to maintaining a balance between the business interests of enterprises and the protection of consumers in commercial transactions. In the context of this legal framework, it is imperative that the use of standard clauses complies with the principles of consumer protection and does not undermine the rights or interests of consumers. Awareness of these regulations and provisions is of utmost importance for all parties engaged in business practices in Indonesia, ensuring that the rights and protections of consumers are upheld and safeguarded effectively.

Enforcement of Standard Clauses in Motor Vehicle Purchase Credit Agreements: A Judicial Review

A credit agreement is a common form of contract widely utilized in the business world, particularly in the realms of financing and trade. Often, these credit agreements contain standard clauses. Standard clauses are predefined terms and conditions routinely employed in various credit agreements (Ginting, 2014). They serve as guidelines for the parties involved in the agreement. These standard clauses can encompass general provisions such as interest rates, loan terms, and repayment procedures. Contract law dictates the prerequisites that must be met

for an agreement to be considered valid. There are two types of conditions to be fulfilled: subjective conditions and objective conditions (Suwarti & Malik, 2018). Subjective conditions pertain to the parties involved in the agreement, including their legal capacity to contract and the binding nature of their agreement. On the other hand, objective conditions relate to the substance of the agreement, covering its core provisions and reasons that do not contravene the law (Halim, 2018; Wibowo, Armono & Bidari, 2022). Article 1320 of the Indonesian Civil Code clearly delineates these conditions, encompassing the binding agreement, the capacity to contract, the identifiable subject matter, and a cause that does not violate the law. When parties enter into a credit agreement, they must ensure that the agreement complies with all the legal conditions set forth by the law (Syamsiah, 2021). Although standard clauses are often used to provide a framework within credit agreements, they must also ensure that these clauses align with the prevailing statutory regulations in their respective jurisdictions. By understanding and complying with the applicable legal provisions, credit agreements can become legally binding instruments, enabling various business and financing activities to proceed smoothly.

The principle of freedom of contract is a fundamental concept that applies to credit agreements, including motor vehicle purchase financing agreements, in Indonesia. This principle allows the parties involved to freely determine the terms of the agreement in accordance with their mutual consent (Jamilah, 2012; Rusli, 2015). A credit agreement is binding upon the parties involved, akin to the legal doctrine known as *Pacta Sunt Servanda*, which dictates that the parties must adhere to the terms of the agreement. While standard clauses are commonly employed in credit agreements, it is essential to ensure that these clauses do not contravene prevailing statutory regulations (Harianto, 2016). Consequently, credit agreements hold a crucial role within the realm of commerce and business activities. The legal rules governing these agreements encompass both subjective and objective conditions, along with the principles of freedom of contract and the prohibition of standard clauses that contradict applicable law. This framework provides a clear structure for the parties entering into credit agreements, enabling them to conduct their transactions with confidence, knowing that the agreement is legally valid and binding in accordance with the standard clauses and the Consumer Protection Act.

The utilization of standard clauses in motor vehicle purchase credit agreements is a pivotal facet within the realms of both legal practice and business. To fathom its implications more comprehensively, the author conducted research that drew reference from the South Jakarta District Court Verdict with Case Number 338/Pdt.G/2016/PN.Jkt.Sel. This verdict arguably serves as a substantial point of reference in elucidating how the judiciary assesses and addresses disputes arising within the context of motor vehicle purchase credit agreements. This

judgment likely reflects the prevailing legal approach towards standard clauses and their deployment in motor vehicle credit agreements.

An examination of the South Jakarta District Court Verdict provides insights into whether the judiciary endorses or constrains the use of standard clauses in such agreements. Moreover, it can aid stakeholders, including consumers and creditors, in comprehending the legal ramifications that may arise in cases of disputes related to motor vehicle purchase credit agreements. Consequently, the South Jakarta District Court Verdict with Case Number 338/Pdt.G/2016/PN.Jkt.Sel may serve as a valuable point of reference for an enhanced understanding of the role of standard clauses in motor vehicle purchase credit agreements and how the law regulates them.

Based on the Court's decision mentioned above, the motor vehicle credit agreement with Number 94384515, established by PT. Toyota Astra Financial Services, faces a significant issue concerning standard clauses that grant the debtor's authority to the creditor to unilaterally undertake actions pertaining to this agreement. As stated in the court ruling, this clause violates the provisions of Article 18 paragraph (1) letter d, which expressly prohibits business operators, in this case, creditors, from requesting the granting of authority from consumers, in this case, debtors, to take actions related to the purchased goods through installment payments. This regulation is designed to safeguard the rights of consumers and prevent infringements on their rights.

The error in including standard clauses, as witnessed in Credit Agreement Number 94384515, is a grave one and should be avoided by business operators, especially large corporations like PT. Toyota Astra Financial Services, which operate in consumer financing. Business operators should possess a deep understanding of the legal regulations that govern their operations, including consumer protection. The existence of clear regulations, such as Article 18 paragraph (1) letter d, underscores the importance of a commitment to adhering to consumer protection principles and maintaining transparency in credit agreements. In this context, the Court's decision underscores the significance of legal compliance in business and the necessity of applying ethical business practices, especially when dealing with consumers in credit agreements.

PT. Toyota Astra Financial Services, in the creation of a consumer financing agreement with H.M Soleh, has overlooked one of the fundamental prerequisites for a valid contract as stipulated in Article 1320 of the Civil Code, namely a lawful cause. This provision necessitates that agreements must be founded upon a valid or lawful cause. This implies that consumer financing agreements must also comply with the requirements of the Consumer Protection Act to remain legally sound. Non-compliance with this objective condition may result in the legal nullification of the consumer financing agreement. This nullification renders the

agreement as if it never existed, thereby nullifying all obligations and rights arising from it.

Furthermore, the use of standard clauses by PT. Toyota Astra Financial Services in the agreement also infringes upon the rights of consumers, including H.M Soleh. Consumer rights protected by the Consumer Protection Act encompass the right to comfort, security, and safety in consuming goods and services. These rights include protection against arbitrary or discriminatory actions. In this case, the standard clause granting the creditor, PT. Toyota Astra Financial Services, the authority to repossess the vehicle unilaterally without the consumer's consent clearly violates these consumer rights. This serves as a concrete example of how non-compliance with consumer protection provisions can harm consumers and potentially lead to legal disputes. Therefore, it is imperative for financing companies like PT. Toyota Astra Financial Services to adhere to consumer protection regulations and ensure that their agreements meet all applicable legal requirements.

The provisions regarding standard clauses in credit agreements play a crucial role within the regulatory framework, as underscored by the Consumer Protection Act and reflected in the Circular Letter issued by the Financial Services Authority (OJK) under Number 13/SEOJK.07/2014 concerning Standard Clauses. This circular delineates guidelines and rules related to the utilization of standard clauses in credit agreements, particularly in the context of consumer financing. Therefore, when the District Court Decision of South Jakarta with Case Number 338/Pdt.G/2016/PN.Jkt.Sel refers to breaches within a motor vehicle credit agreement, it also signifies that PT. Toyota Astra Financial Services, as a consumer financing institution, has disregarded the OJK's Circular.

The consequences of violating the provisions concerning standard clauses in credit agreements result in an imbalance of rights between the business entity, exemplified here by PT. Toyota Astra Financial Services, and the consumer. This imbalance can lead to detriment for the consumer, who often represents the weaker party in this transaction. Consumer rights, as defined by consumer protection regulations, including the right to clear information, privacy, and freedom from onerous terms, must be respected and adhered to by all business entities operating in the realm of consumer financing. Such violations have a negative impact on consumer trust in financial institutions and can harm long-term business relationships.

As a result, it is crucial for businesses operating in the consumer financing sector, including PT. Toyota Astra Financial Services, to meticulously adhere to the regulations and guidelines established by the relevant authorities, such as the Financial Services Authority (OJK). This ensures the respect of consumer rights and the fair and equitable conduct of business transactions. In cases of violations, as exemplified in the judgment by the South Jakarta District Court, consumer

finance institutions may face legal consequences and damaging reputational fallout, which can have a significant impact on the sustainability of their operations. Therefore, legal compliance and business ethics are of paramount importance in consumer financing activities. Compliance with standard clauses and the Consumer Protection Act is not only a legal obligation but a cornerstone for maintaining trust, safeguarding consumer interests, and fostering long-term viability in the industry.

In striving for a harmonious balance of contractual justice, several essential considerations must be taken into account. Firstly, the equilibrium of bargaining power between consumers and business entities is paramount. Consumers should possess the right to engage in fair negotiation, while businesses engaged in consumer financing must accommodate the economic capabilities of consumers. This implies that consumers should be afforded the opportunity to negotiate, ensuring that the resulting agreement aligns more closely with their financial circumstances. Secondly, the significance of negotiation space within agreements cannot be overstated. The presence of room for both parties, namely businesses and consumers, to negotiate is key to achieving their respective objectives. Standard clauses often imposed by businesses tend to limit consumers' negotiation space, necessitating special attention to create agreements that cater to the needs and expectations of both parties. Thirdly, transactional honesty is of utmost importance to avoid legal violations and potential disputes in the future. Businesses and consumers need to adhere to regulations and conduct themselves honestly throughout every aspect of the agreement. This will foster trust and maintain integrity within the business relationship. Fourthly, proportionality in contractual clauses is the linchpin in achieving a balance between the rights and obligations of both parties. Agreements should be designed in such a way that fairly and equitably accommodates the interests and responsibilities of each party. This will help prevent situations in which one party feels disadvantaged or unfairly treated within the agreement. Therefore, the pursuit of equilibrium in contractual justice necessitates a thorough consideration of these aspects to ensure that agreements proceed smoothly and align with the needs and rights of both consumers and business entities. In this endeavor, adhering to standard clauses and the Consumer Protection Act is vital.

D. CONCLUSION

The conclusion of the case involving Credit Agreement Number 94384515 with PT. Toyota Astra Financial Services underscores the significance of understanding and adhering to legal provisions in business practices, particularly within the context of consumer protection. Article 18 of the Consumer Protection Act, along with other regulations such as those set forth by the Financial Services Authority, explicitly prohibits the use of standard clauses in credit agreements that

grant businesses unilateral powers detrimental to consumers. Criminal penalties and fines are stipulated by the law to punish businesses that breach these provisions. However, in practice, the enforcement of sanctions against businesses infringing Article 18 of the Consumer Protection Act is often perceived as lenient and insufficient to deter business entities effectively. This is evident in the judgment of the South Jakarta District Court, Case Number 338/Pdt.G/2016/PN.Jkt.Sel, which ruled that even when businesses are proven to have violated the law, they are not penalized as mandated by Article 62 and Article 63 of the Consumer Protection Act. Hence, there is a need for a reevaluation of the sanctions imposed on businesses infringing consumer protection provisions to ensure that these legal provisions are genuinely effective in safeguarding consumer rights and providing strong incentives for businesses to comply with regulations.

Crucial recommendations and suggestions can be made to ensure better consumer protection in the context of standardized clauses in credit agreements. Enhanced supervision and monitoring of consumer financing businesses that include standard clauses in credit agreements are imperative. Companies must be rigorously ensured to comply with legal provisions and regulations concerning consumer rights and protection. Furthermore, the enforcement of sanctions against businesses breaching Article 18 of the Consumer Protection Act must be carried out resolutely, free from any form of discrimination. Stringent sanctions, such as revocation of business licenses and maximum fines, should be applied as effective legal enforcement measures to encourage compliance with the prevailing legal provisions among consumer financing businesses. This will help ensure that businesses comprehend and adhere to the existing legal framework, thereby delivering fair and adequate protection of consumer rights.

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COMPETING INTEREST

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