

CHAPTER V

CONCLUSION

A. Conclusion

Based on the results of research and discussion of the Palembang District Court Decision Number 297/Pdt.Sus-BPKS/2021/PN Plg, the following conclusions can be drawn:

That the business actor has been responsible, namely the business actor has attempted to compensate for the loss in the form of giving one housing unit Type 70, Blok B 3 Sako Gardena 2 Housing in Palembang, for Rp. 750,000,000, - as a form of compensation, but was rejected by the consumer because the house was collateral at Bank Sumsel Babel, so the consumer had to redeem the house first, namely of Rp. 400,000,000.

The Panel of Judges of the Palembang District Court has made the right decision by strengthening the BPSK decision of the city of Palembang No. 57/BPSK/PTS/XI/2921, dated November 30, 2021, that PT Rizki Curah Prima as a business actor violated Law Number 7 letter (a) Law Number 8 of 1999 concerning Consumer Protection and was in breach of promise because they did what was promised but were late not following the agreement, and business actors had been negligent in carrying out their obligations by not having good intentions in the construction of the Rajawali Royal Apartment.

In terms of responsibility as a business actor based on Article 19 Paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection PT Rizki Curah Prima as a business actor by the Panel of Judges in its decision is sentenced to return the money paid by the consumer/plaintiff for the purchase of 1 (one)) apartment unit located on the 15th floor No. 03 with type 2 BR-C Rajawali Royal Apartment complex to business actors/defendants, following the sale and purchase binding agreement No. 03/RCP-RRA/PPJB-T-15 dated March 11, 2015, with a value of Rp. 605.000.000,- (six hundred and five million rupiahs) and to punish the Business Actor/plaintiff to realize his legal obligations as referred to in point 3 to the consumer/plaintiff within a grace period of 7 working days since this decision was read out, following the BPSK Decision of the city of Palembang No. 57/BPSK/PTS/XI/2921,

B. Recommendation

Based on the results of this study, the authors provide suggestions, namely:

The government must be more careful in granting permits to developer developers, especially in the apartment property sector to avoid things that can harm consumers due to defaults from apartment developers. Efforts are needed from the government to make a special regulation to provide legal protection to consumers, especially in the case of the Apartment Sale and Purchase Agreement.

Developers or apartment developers as business actors must know more about their obligations and apply the principles of what responsibilities must be fulfilled as business actors, and not do things that are prohibited in carrying out their business activities.

Given the weak position of consumers, consumers are expected to be more careful in entering into Sales and Purchase Agreements, especially in conducting legal relations with apartment developers. Consumers must fully understand their rights as consumers following Law Number 8 of 1999 concerning Consumer Protection.

