

## CHAPTER V

### CLOSING

#### A. Conclusions

Based on the results of research and discussion of the Palembang District Court Decision Number 459/Pid.Sus/2022/PN.Plg, it can be concluded that:

1. The Responsibility of Business Actors towards Consumers for Purchasing Lots in Review of Law Number 8 of 1999 Concerning Consumer Protection in the Study of Decision Number 459/Pid.Sus/2022/PN.Plg

Decision Number 459/Pid.Sus/2022/PN.Plg has shown that business actors are not responsible, which should be as in Law Number 8 of 1999 concerning Consumer Protection Article 7 letter b where business actors do not fulfill their obligations and Article 7 letter g where business actors do not provide compensation, compensation and/or replacement to consumers.

2. Legal consequences for consumers of lot purchases in terms of Law Number 8 of 1999 concerning Consumer Protection in the study of Decision Number 459/Pid.Sus/2022/PN.Plg.

Decision Number 459/Pid.Sus/2022/PN.Plg has shown that consumers do not get true, clear and honest information in accordance with Article 4 letter c of Law Number 1 Year 1999 and Law Number 1 Year 2011 concerning Housing and Residential Areas Article 129

letter c. And business actors do not provide obligations in accordance with Article 7 letter b of Law Number 8 Year 1999.

The judge's decision has stated that the actions of the business actors. It has been proven legally and convincingly guilty of committing a criminal offense as stipulated in Article 8 paragraph (1) letter f of Law Number 8 of 1999 concerning Consumer Protection, namely trading goods and / or services, not in accordance with the promises stated in the advertisement or sales promotion of these goods and / or services, so that in accordance with Article 62 paragraph (1) jo Article 8 letter f of Law Number 8 of 1999 concerning Consumer Protection and Law Number 8 of 1981 concerning Criminal Procedure, Hadi Ikhsan Saputra, S. T. as a business actor, was sentenced to imprisonment for 2 (two) years and 6 (six) months; evidence in the form of 1 (one) copy of the SELLING AGREEMENT. T as a business actor, was sentenced to imprisonment for 2 (two) years and 6 (six) months; evidence in the form of 1 (one) copy of SELLING AKAD ISTISHA KAVLINGAN SIIAP BANGUN Number: 056/SIJ/KR60/VIII/2018 dated August 20, 2018; 1 (one) receipt Number: 00250 dated August 20, 2018 DP payment of Rp. 70,000,000, - (Seventy Million Rupiah); 1 (one) sheet of Cancellation Agreement Letter Number: 001/MRIKAV/SLJ/SKP/11/2019 dated February 22, 2019; 1 (one) sheet of Refund Agreement Letter Number: 001/EKS/RFD/KAVSLI/2019, dated February 22, 2019, returned to

its owner an. Victim Dicky Herlambang, S.T.; and stipulated to pay court costs of Rp.5,000.00- (five thousand rupiah);

## **B. Suggestion**

The author's suggestions based on the results of research and discussion of the Palembang District Court Decision Number 459/Pid.Sus/2022/PN.Plg, it can be concluded that:

1. Business actors must provide responsibility in carrying out their business, namely by fulfilling the competencies that are their obligations so as to avoid the possibility of losses suffered by consumers, then consumers can also claim compensation for business actors who commit acts prohibited by statutory provisions.
2. Consumers must be careful and thorough in receiving information from advertisements promoted by business actors so that there are no business actors who do not fulfill their obligations.