The Consumer Protection on Hiden Defect in Object of Vehicle Transaction Agreement That Providing Warranty Service Relating with Buku III of Burgerlijk Wetboek Juncto Undang-Undang Number 8/1999 Regarding Consumer Protection

Abstract

Talib Ali Tuankotta

31606845

Nowaday, the world has been dealing with globalisation in every aspect of human life that brought a massive impact to Indonesian economic development. The most significant changes in globalisation is the increasing of people mobility, financial transfers, goods streaming, and borderlees trade and intensive of business competetion. Moreover, The growing demand from consumers has influenced the busnisess in producing goods. The more intensive in producing is presenting failure such as hiden defect on goods. As matter fact, hiden defect was caused by the failure of producer. Based on this phenomenon, reseacher is interested to conduct study about the consumer protection on hiden defect in a warranted vehicle that acknowledge after time periode of warranty relating to Undang-Undang Number 8/1999 Regarding Consumer Protection. Subsequently what is the sentence consequences on the transaction agreement.

The research was conducted using analysis descriptive and normative judicial methode. Collected data was analized qualitatively, so that hierarchy of regulation showing clearly and generating a strong law enforcement.

Based on the analized data, the research resulted that inqualified performance on good that produced by PT Mobilindo Parama as a producer can be solved by Buku III of Burgerlijk Wetboek. Moreover, Undang-Undang Number 8/1999 article of 1234 has become a basis regulation, as a producer implementing inqualified performance. article of 1234 alleged that the producer have to take a responsibility in resulting inqualified performance on goods. According to Undang-Undang Number 8/1999 on article 7 point (g) a producer have to provide compensation, indemnification and/or substitution, if the goods and/or services that consumers bought was not properly working based on Transaction Agreement. Meanwhile, That consumer protection in the case can be carried out through lawsuit either civil or criminal case; or through litigation or non-litigation.