

Protection of Housing Consumers Against Losses Due to Transfer Management of Limited Liability Companies According to Positive Law in Indonesia

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Abstract. This study analyses consumer protection during a company management transfer and explores the legal actions housing consumers can take if they experience losses. This type of research uses normative legal research. The approaches employed in this study are legislative, conceptual, and comparative. The technique of collecting legal materials, or secondary data, in this study involved examining the literature on legal materials, including primary, secondary, and tertiary legal materials. Based on the results of the survey, PT Halona as a housing developer that harms consumers through construction obstacles or additional burdens must provide compensation by Article 19 of the Consumer Protection Law and the principle of strict liability, which requires companies to offer compensation or replacement of goods/services of equal value, without being able to avoid responsibility, even without the intention of causing harm. Consumers can take two types of legal actions when a developer causes them harm: they can implement preventive measures to avoid further losses and pursue dispute resolution through either non-litigation or litigation channels. Non-litigation channels include mechanisms such as arbitration, conciliation, and settlement through the Consumer Dispute Resolution Agency (BPSK), which is faster and cheaper. At the same time, litigation through the courts provides legal certainty, albeit at a higher cost and with increased time and effort. UUPK provides consumers with the freedom to choose the most suitable settlement mechanism.

Keywords: Protectio; Consumers; Limited Liability Companies.

INTRODUCTION

Education is one of the efforts to improve, and the Indonesian government provides legal protection through the enactment of various laws and regulations. The forms of protection or categories vary; examples of legal protection include civil legal protection, consumer legal protection, child protection, and others. Civil legal protection in Indonesia is reflected in the Civil Code (KUHPer). The Civil Code regulates protection for victims or parties who suffer losses, namely in the form of compensation.

Legal protection is an effort to safeguard the government or authorities through various existing regulations. The presence of law in community life helps integrate and coordinate interests that often conflict with one another. Therefore, the

law must be able to integrate it so that conflicts of interest can be minimised [1].

Buying and selling are familiar aspects of people's lives in Indonesia. Every day, there must be someone who engages in buying and selling activities. Buying and selling is a transaction activity carried out by the seller as a business actor who provides goods, and the buyer as a consumer who pays for them. According to Article 1475 of the Civil Code, a sale and purchase agreement is an agreement in which one party binds itself to hand over an object and the other party to pay the agreed-upon price [2].

The objects of sale and purchase include both movable and immovable property. According to Article 509 of the Civil Code, movable objects include food, books, tables, cupboards, and other

similar items. In contrast, Article 506 of the Civil Code, which pertains to immovable objects, includes trees, plants whose roots are embedded in the ground, and land and buildings standing on it, including housing.

According to Law No 4 of 1992 concerning Housing and Settlements, a house is defined as a building that serves as a residence or dwelling and a means of fostering a family. A house is a place to relieve fatigue, a place to socialise, and foster a sense of kinship among family members. It is also a place for the family to take shelter and store valuables, and a house is a symbol of social status. Meanwhile, according to the WHO, a house is a physical structure or building that provides shelter, where the environment is conducive to physical and spiritual health, and its social conditions are beneficial for the health of the family and individuals [3].

Nowadays, it is undeniable and very easy to get a house in a housing complex. The community, including both provincial and district communities in Indonesia, is given the convenience of obtaining and acquiring land and residential buildings through credit or by paying monthly instalments within a specified period. In this regard, it is only right that business developers in Indonesia continue to develop well, progress rapidly, and advance [4].

However, for low-income individuals (MBR), owning their own home is often a challenging goal to achieve; this is due to several factors, including the high price of land in Indonesia, particularly in urban areas, which continues to rise, making house prices increasingly expensive and unaffordable for MBR. The high cost of building a house is another factor, particularly due to the increasingly expensive price of building materials and the limited access to financing by MBR, who often lack access to housing financing options such as Home Ownership Credit (KPR) from banks.

The Indonesian government is aware of this issue and is working to help low-income individuals own their own homes. One of the efforts made is by providing a subsidised housing program. Subsidised housing is a government program that aims to provide affordable housing for low-income people. Typically, this housing is offered at a cheaper price than the market rate, is equipped with several facilities, and receives government subsidy assistance [5].

However, in buying and selling activities, sometimes one party is harmed, especially the consumer. For example, the seller, as a business actor, harms the consumer by engaging in dishonest and unfair practices. As a result, in Indonesia, a law was enacted to regulate consumer protection. Not a few Indonesian people are unaware of the importance of consumer protection laws, particularly in the context of buying and selling activities, including the purchase and sale of houses. There are still many problems that occur because housing developers are dishonest, one of which the author found was due to the transfer of management carried out by the seller.

Based on this, this research examines several key issues, namely how the law addresses consumer losses resulting from the transfer of management of a Limited Liability Company (PT). And what legal efforts can be made by housing consumers who experience losses?

METHOD

This type of research is a form of legal research in the normative juridical context, where it discusses doctrines or principles in legal science by seeking solutions to legal issues to identify the basic understanding of rights and obligations, legal events, legal relationships, and legal objects. This research examines the legal norms contained in specific laws and regulations, as outlined in written and systematic law. In this research, the researcher systematically examines the legal norms contained in laws and regulations related to the problems under study to obtain answers to the questions above.

The approach method used to answer the problems in this study is the Statute approach. This approach involves examining all laws and regulations related to the legal issue being discussed. Conceptual approach; this approach draws on views and doctrines developed in legal science, known as the case approach. Researchers employ this approach by examining cases related to the legal issue they are facing. They study cases that courts have decided with permanent legal force.

This research employs the technique of citation from legal sources, combined with literature studies and documentation studies. It collects information from sources beyond law books, including scientific works, documents, articles, and other internet-based materials related to the

problems raised in this research. The researcher then studies these materials as a whole unit.

To analyse the data using a descriptive analysis method because it does not rely on concepts stated in a scale or statistics, but rather on legal norms/rules, ideas, or doctrines contained within the framework of thought or literature review, which aims to address the problems of this research. The researcher systematically processes the obtained legal materials and draws conclusions, which form the essence of this research, to achieve the purpose of writing this thesis.

RESULTS AND DISCUSSION

Legal Protection Against Consumer Losses Due to Transfer of Management of Limited Liability Companies. The issue of consumer protection in various sectors, including the housing sector, remains a challenge to resolve effectively and efficiently, despite the existence of applicable laws and regulations [6].

The provision of housing as a place to live, to fulfil the rights of citizens as regulated in Article 33, § 3, of Law No. 1 of 2011 on Housing and Residential Areas, can be carried out by the government, the private sector, or independent development by the community – a housing developer, such as PT Halona can undertake housing development in the private sector.

Housing developers play a crucial role in shaping the housing landscape within a specific area. They serve as the primary agents in planning, constructing, and managing housing complexes and related facilities. The existence of housing developers is crucial because they not only facilitate economic growth through housing development but also play a vital social role by creating a livable environment for the community. People are more inclined to buy from housing developers because they can obtain houses more quickly, at a lower cost, with fewer hassles, and can choose buildings according to their preferences, as well as access public and social facilities. As a legal subject involved in home construction, housing developers have critical legal responsibilities in the home construction process [7].

The Consumer Protection Law states that consumer protection encompasses any effort made to ensure legal certainty and provide consumer protection.

Adrianus explained that the scope of consumer protection can be divided into two aspects, namely [8]:

- a) The Law protects consumers when goods delivered do not conform to the agreed terms.
- b) Protection against the imposition of unfair terms on consumers.

The Indonesian government has established a consumer protection law based on clear rules, allowing consumers to pursue the protection of their rights with confidence. The regulation of consumer protection Law is outlined in Law No. 8 of 1999 concerning Consumer Protection. According to Article 1, § 1 of UUPK, it is stated that consumer protection encompasses all efforts that guarantee legal certainty to protect consumers.

Legal certainty, which protects consumers by safeguarding their rights, is strengthened through special laws; this ensures that business actors will not act arbitrarily, thereby protecting consumer rights [9].

Consumers generally occupy a weak position, which makes them vulnerable to exploitation by economically and socially stronger actors. To protect and empower consumers, lawmakers created a set of rules. Therefore, the government must intervene to establish a consumer compensation system. In this context, the government ratified the Consumer Protection Act. Based on Article 3 of the Consumer Protection Act, the objectives of consumer protection are:

- 1) Increasing consumer awareness, ability and independence to protect themselves.
- 2) Raising the dignity and status of consumers by preventing them from the adverse effects of using goods/services.
- 3) Increasing consumer empowerment in choosing, determining, and demanding their rights as consumers.
- 4) Creating a consumer protection system that contains elements of legal certainty and openness of information, as well as access to obtain information.
- 5) Raising awareness of business actors regarding the importance of consumer protection so that honest attitudes and consumer safety grow [10].

Consumers as users of goods and/or services available in society have rights protected by law.

Based on Article 4 of the 1999 UUPK, several consumer rights are explained, namely:

- 1) The right to comfort, security and safety in consuming goods and/or services;
- 2) The right to choose goods and/or services and obtain goods and/or services by the exchange value, conditions and guarantees for the goods and/or services.
- 3) The right to correct, clear, honest information regarding the condition and guarantee of goods and/or services.
- 4) The right to have opinions and complaints heard regarding the goods and/or services used;
- 5) The right to receive advocacy, protection and appropriate efforts to resolve consumer protection disputes.
- 6) The right to receive consumer education and guidance
- 7) Consumers have the right to receive honest, adequate, and non-discriminatory treatment or service.
- 8) The right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be.
- 9) Rights are regulated in other statutory provisions [11].

From the previous nine points of consumer rights, it is clear that the issue of consumer comfort, security and protection is the most fundamental in the law on legal protection. The diversity of goods and services circulating in society allows consumers to choose products according to their needs/or services tailored to their needs, and select goods and/or services based on the exchange rate, conditions, and guarantees promised [11].

In this case, according to Article 7 of UUPK 1999, PT Halona, which acts as a developer, should be responsible for:

- 1) Provide clear information about the products being sold, including price, type, specifications, and possible risks.
- 2) Ensure the quality of buildings and facilities by applicable standards and agreements made with consumers.
- 3) Hand over the house and SHM on time, according to the agreement and schedule stated in the contract.

4) Handle consumer complaints and make necessary repairs if there is damage or a quality issue with the house within the specified period.

5) Provide compensation/restitution and/or reimbursement for losses resulting from the use, utilisation and/or utilisation of traded goods and/or services.

6) Provide compensation/replacement and/or replacement if the goods and/or services received do not match the initial agreement.

Referring to the provisions of Article 1366 BW, it is determined that every person is responsible not only for losses caused by their actions, but also for losses caused by their negligence or carelessness. When associated with cases of violations of consumer rights committed by housing developers in carrying out their business activities. This violation undoubtedly results in losses for consumers.

As stipulated in Article 4 of the Consumer Protection Law, consumer rights that consumers should receive when building a house include the right to choose goods and/or services and to obtain them at the exchange rate, terms, and guarantees promised. Consumers also have the right to receive compensation, damages and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be. Consumer rights that are not fulfilled by housing developers as stipulated in Article 4 letters (b) and (h) of the Consumer Protection Law become the basis for housing developers to fulfil the elements of unlawful acts as referred to in Article 1365 BW, which include: 1) There is an Action; 2) This action is against the law; 3) There was an error on the part of the perpetrator; 4) There is a loss for the victim; 5) There is a causal relationship between actions and losses [12].

Based on the actions of housing developers that hinder and burden the construction of consumer homes, resulting in consumer losses, housing developers can be held accountable to both the government and the private sector. Public accountability that housing developers can carry out in this context is related to the provisions of Article 7, letter (a) of the UUPK, which regulates the obligation of business entities to act in good faith in carrying out their business activities. By carrying out these duties and always acting in good faith, housing developers demonstrate their responsibility in creating a healthy business en-

vironment, thereby contributing to national development and improving community welfare, ultimately realising a society that is advanced, just, prosperous, and independent [13].

Housing developers can also be held privately accountable based on their legal relationship with consumers. This legal relationship creates legal consequences that the company must bear if it fails to uphold consumer rights. This form of accountability is known as contractual accountability.

Considering the provisions of Article 4 letter (a) UUPK, which regulates consumer rights to obtain comfort, safety, and security in consuming goods and/or services, the actions of housing developers that hinder and burden the construction of the house. Consumer houses that result in losses violate this provision. An agreement between consumers and housing developers, such as PT. Halona forms the basis of responsibility and legal protection for consumers who purchase houses. This protection also includes additional rights not explicitly stated in laws and regulations. Rights that include:

- 1) The right to demand fulfilment of the agreement;
- 2) The right to demand termination of the agreement;
- 3) Right to claim compensation;
- 4) The right to demand fulfilment of the deal in return;
- 5) The right to demand termination or cancellation of the agreement in exchange for compensation [14].

First, the definition of violating the rights of others here has a broad denotative meaning, referring to the principle of civil procedural law, namely *point d'interêt point d'action*. In this case, the interested party is the person who can file a lawsuit in court.

Second, the understanding of the conflict with the legal obligations of the perpetrator is a legal obligation. The knowledge of unlawful acts under this law means that they include criminal acts and do not preclude the possibility of being sued civilly for losses.

Third, contrary to sound morality and propriety, can be considered as an expansion of the interpretation of unlawful acts [15].

Fourth, every agreement or legal act contains several principles, namely the principle of freedom of contract, the principle of balance, the principle of legal certainty and the principle of propriety. According to Setiawan, an act is considered "an act that is contrary to morality" if it is detrimental to others without proper justification, pointless, endangers others, or involves a mistake [16].

In this case, Halona, the PT, is not responsible for the losses experienced by consumers. Based on the provisions of Article 19 § 1 of the Consumer Protection Law, business entities are responsible for providing compensation for damage, pollution, and/or losses arising from the consumption of goods and/or services produced or traded. In § 2, it is explained that compensation can be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or compensation by the provisions of applicable laws and regulations.

When associated with the case of housing developers, in this case, PT Halona has not yet provided a certificate of ownership (SHM) for the house to consumers. Even if evicted consumers from their own homes, which they had paid for in cash, resulting in losses, the housing developer must be held responsible to consumers based on the principle of strict liability; this is in line with the principle of strict liability in law, which states that legal responsibility can be imposed on the party causing the loss, even if they did not act intentionally or there was no element of fault in their actions [17].

In other words, PT. Halona cannot free itself from responsibility, even though it has tried its best to prevent the loss, despite the management change. In this case, the developer must accept direct responsibility for any losses resulting from their actions.

In addition, adequate legal protection requires exemplary implementation from law enforcement officers, consumer protection institutions, and supervision of business actors. PT Halona must comply with existing regulations. If proven to have violated these regulations, consumers can use legal channels to assert their rights. Overall, the theory of legal protection in the context of consumer law prioritises achieving justice by providing clear consumer rights and easy access to obtain recovery if harmed by another party, in this case PT Halona.

Legal Action for Housing Consumers Who Suffer Losses. Explanation of Article 3 UUPK states that settlement of (civil) cases outside the court based on peace or referee (arbitration) is still permitted. This provision also contains the understanding that the law provides the parties concerned with the option to choose between resolving disputes through the courts or outside the courts [18].

According to Article 45 of the UUPK, which states that:

1) Any consumer who is harmed can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court system.

2) The disputing parties can resolve consumer disputes through the courts or by choosing alternative, out-of-court methods voluntarily.

3) Settlement of disputes outside the court, as referred to in § 2, does not eliminate criminal responsibility as regulated by law.

4) If the parties choose to resolve a consumer dispute out of court, they may file a lawsuit in court only if one or both parties declare that the effort has failed.

In this case, consumers who experience losses caused by PT. As a housing developer, Halona can resolve disputes outside of or through the courts.

Preventive Efforts. Preventive measures are steps taken to prevent losses or problems that may occur in the future, before they happen. Authors [19] Article 4 of the 1999 Consumer Protection Act outlines consumer rights and the obligations of business actors to provide goods and/or services that meet appropriate standards and quality. In this context, preventive efforts can include consumer actions to avoid losses by verifying that the products or services provided comply with the standards set out in the law.

In this case, to avoid potential losses, prospective housing consumers who will buy a house from a developer can be more careful in choosing a housing developer who has a good track record, including:

a) Checking the Quality and Condition of Property or Products: Consumers can conduct a physical inspection of the property being offered and verify the property's certificate and legality by ensuring that the property has a valid certificate

and is not involved in any legal disputes or issues.

b) Checking the legality and permits of the company. Consumers can verify that the developer holds a valid business license and is registered with the relevant business entity.

c) Read and understand the contract carefully.

Before signing the contract, consumers should read and understand the entire contents, including the warranty terms and dispute resolution procedures.

d) Ensure transparency in payments and budgets.

Consumers can ensure that payments and budgets are clear and transparent, thereby eliminating potential problems or abuse.

Repressive Efforts. Repressive efforts refer to actions or policies implemented by authorities, such as governments or law enforcement, to address or suppress a problem or threat by employing violence or restrictions on individual freedoms. The term "repressive" refers to efforts that tend to be harsh and tend to suppress the freedom or rights of individuals in society.

Repressive measures are often employed in situations where authorities feel threatened or when they seek to control or mitigate resistance to specific policies or actions; this can involve measures such as arrests, torture, restrictions on free speech, or tight surveillance of particular individuals or groups.

In this case, consumers who PT Halona can do two things, namely:

Dispute Resolution Outside the Court (Non-litigation). Article 47 of the Consumer Protection Act states that consumers and business actors can resolve disputes outside the court through Alternative Dispute Resolution (ADR). This process avoids court procedures and can be faster, cheaper, and more flexible than settling disputes in court.

Settlement of consumer disputes through the Consumer Dispute Resolution Agency (LPSK) is by submitting a complaint to the Consumer Dispute Resolution Agency (BPSK) in each region. Article 1, Section 11 of the Consumer Protection Act regulates BPSK as an agency responsible for handling and resolving disputes between business actors and consumers. The government forms BPSK specifically to resolve small-scale

and simple consumer dispute cases. And it is simple.

The following are several dispute resolution mechanisms through BPSK that PT can use. Halo, consumers who have been harmed:

Arbitration. According to Article 1, § 1, of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Arbitration is the settlement of civil disputes outside the general courts, based on an arbitration agreement made in writing by the disputing parties.

In this case, both parties can choose one of the BPSK members from the consumer element as an arbitrator who will become a member of the panel. Furthermore, the consumer-chosen arbitrator and the business actor-chosen arbitrator will jointly select a third arbitrator from the government element of the BPSK members, who will serve as the chairman of the panel.

Article 2, § 1 of the Arbitration Law states that the parties can resolve a dispute through arbitration only if they have a written agreement specifying that the dispute will be settled by arbitration. The parties can make this agreement either before or after the dispute arises, as long as they mutually agree.

Conciliation. Conciliation is a settlement where the parties actively seek a settlement with the assistance of third parties. Conciliation is necessary when the disputing parties are unable to resolve their problems on their own.

Dispute resolution through conciliation involves a third party facilitating a meeting between the disputing parties to promote peace and reconciliation. Still, the conciliator is typically not deeply involved in the substance of the dispute [20].

Mediation. Mediation is a problem-solving negotiation process in which an impartial outside party works with the disputing parties to help reach a satisfactory agreement.

Dispute Resolution Through Court (Litigation). As previously stated, UUPK also provides dispute resolution facilities through the courts (Article 48) by considering the provisions in Article 45 of UUPK that if in this case the consumer has made efforts to resolve the dispute outside the court, and is declared unsuccessful by one of the parties or by the disputing parties, then the consumer who PT harms. Halona can seek resolution through the courts.

Consumer dispute resolution through the courts is a more formal option, but it provides legal certainty and protection of consumer rights. Although the process is longer and costs are higher compared to out-of-court dispute resolution (non-litigation), litigation remains a legitimate and binding path for consumers to obtain justice and compensation if a business actor violates their rights.

CONCLUSIONS

Based on applicable legal provisions, PT Halona, as a housing developer company that has harmed consumers by inhibiting development or burdening them, must provide compensation/restitution as stipulated in Article 19 of the Consumer Protection Law. The principle applied in the responsibility of business actors is the principle of strict liability, namely, PT Halona is required to provide compensation in the amount of the consumer's loss. The developer, PT Halona, cannot avoid this responsibility, even though it did not intend to cause loss.

Consumers who are business actors, such as Developer PT, are harmed. Halona can take legal action with preventive and repressive efforts. Consumers can take preventive measures by verifying the company's legitimacy and permits, carefully reading and understanding the contract's contents, and ensuring transparency throughout the process. At the same time, repressive efforts can be made by filing a lawsuit through the court (litigation) or outside the court (non-litigation). One of the efforts that consumers can make according to Law No 8 of 1999 is to file a lawsuit through which can be done one of them through the Consumer Dispute Resolution Agency (BPSK) by implementing arbitration, which requires a written agreement from both parties, Mediation, the dispute resolution process between consumers and business actors with the assistance of a mediator/third party without bias, and conciliation, where the third party is neutral by helping to reach an agreement. Dispute Resolution Through the Court (Litigation) is an option if a settlement outside the court is unsuccessful. Settlement through the courts provides legal certainty and protection for consumer rights, albeit at a higher cost and with a longer process. Overall, UUPK delivers consumers the freedom to choose the most suitable settlement mechanism, either through a non-litigation route, which is faster and more flexible, or through litigation, which offers legal certainty.

REFERENCES

1. JDIH. (n. d.). *Pengertian Perlindungan Hukum dan Cara Memperolehnya* [Understanding Legal Protection and How to Obtain It]. Retrieved from <https://jdih.sukoharjokab.go.id/berita/detail/pengertian-perlindungan-hukum-dan-cara-memperolehnya> (in Indonesian).
2. Apandy, P. a. O., Melawati, N., & Adam, P. (2021). *Pentingnya Hukum Perlindungan Konsumen Dalam Jual Beli* [The Importance of Consumer Protection Law in Sales and Purchases]. *Jurnal Manajemen & Bisnis Jayakarta*, 3(1), 12–18. doi: 10.53825/jmbjayakarta.v3i1.85 (in Indonesian).
3. Badan Pusat Statistik Kabupaten Kulon Progo. (2024). *Statistik Kesejahteraan Rakyat Kabupaten Kulon Progo 2024* [Statistics on the Welfare of the People of Kulon Progo Regency 2024]. Retrieved from <https://kulonprogokab.bps.go.id/id/publication/2024/12/13/c0a81b52e8e825ec8d218781/statistik-kesejahteraan-rakyat-kabupaten-kulon-progo-2024.html> (in Indonesian).
4. Arifin, J. (2019). *Perlindungan Konsumen Atas Wanprestasi Developer Terhadap Bangunan KPR Berdasarkan Undang-Undang No 8 Tahun 1999 Tentang Perlindungan Konsumen* [Consumer Protection Against Developer Default on Mortgage Buildings Based on Law No 8 of 1999 Concerning Consumer Protection]. *Yustitia*, 5(2), 226–241. doi: 10.31943/yustitia.v5i2.91 (in Indonesian).
5. Nurawan, M. R. & Mahendra, R. (2023). *Kelebihan dan Kekurangan Rumah Subsidi, Harga, Syarat dan Cara Belinya* [Advantages and Disadvantages of Subsidised Housing, Prices, Requirements and How to Purchase]. Retrieved from <https://ekonomi.bisnis.com/read/20231130/47/1719076/kelebihan-dan-kekurangan-rumah-subsidi-harga-syarat-dan-cara-belinya> (in Indonesian).
6. Shofie, Y. (2000). *Perlindungan Konsumen dan Instrumen-Instrumen Hukumnya* [Consumer Protection and Legal Instruments]. Citra Aditya Bakti (in Indonesian).
7. Kurniasari, S. M., Gunawan, N. E., Hutomo, C. M., & Santoso, J. (2024). *Perlindungan Hukum Bagi Konsumen Terhadap Tindakan Sewenang-Wenang Developer Perumahan* [Legal Protection for Consumers Against Arbitrary Actions by Housing Developers]. *UNES Law Review*, 7(1), 436-445 (in Indonesian).
8. Mubyarto, & Meliala, A. (1993). *Praktik Bisnis Curang* [Unfair Business Practices]. Jakarta: Pustaka Sinar Harapan (in Indonesian).
9. Susanto, H. (2008). *Hak-Hak Konsumen Jika Dirugikan* [Consumer Rights in Case of Harm]. VisiMedia (in Indonesian).
10. Khairandy, R. (2013). *Hukum Kontrak Indonesia Dalam Perspektif Perbandingan* [Indonesian Contract Law in Comparative Perspective]. Yogyakarta: FH UII Press (in Indonesian).
11. Shidarta, S. (2004). *Hukum Perlindungan Konsumen Indonesia* [Indonesian Consumer Protection Law]. Jakarta: Grasindo Widiasarana (in Indonesian).
12. Khairandy, R. (2014). *Hukum Kontrak Indonesia Dalam Perspektif Perbandingan (Bagian Pertama)* [Indonesian Contract Law in Comparative Perspective (Part One)]. Yogyakarta: FH UII Press (in Indonesian).
13. Rajagukguk, E., Syawali, H., & Imaniyati, N. S. (2000). *Hukum Perlindungan Konsumen* [Consumer Protection Law]. Mandar Maju (in Indonesian).
14. Badrulzaman, M. D. (2006). *Kitab Undang-Undang Hukum Perdata: Buku III, Tentang Hukum Perikatan Dengan Penjelasan* [Civil Code: Book III, Concerning Contract Law with Explanations]. Bandung: Alumni (in Indonesian).
15. Agustina, R. (2003). *Perbuatan Melawan Hukum* [Unlawful Acts]. Universitas Indonesia, Fakultas Hukum, Pascasarjana (in Indonesian).

16. Setiawan, R. (1987). *Empat Kriteria Perbuatan Melawan Hukum Dan Perkembangan Dalam Yurisprudensi* [Four Criteria for Unlawful Acts and Developments in Jurisprudence]. *Varia Peradilan*, 16(2) (in Indonesian).
17. Sastra, S. & Marlina, E. (2006). *Perencanaan dan Pengembangan Perumahan* [Housing Planning and Development]. Yogyakarta: Andi Offsets (in Indonesian).
18. Andayani, N., Adi, K., & Hardickdo, A. (2016). *Implikasi Yuridis Perubahan Anggaran Dasar Perseroan Terbatas Yang Dilakukan Oleh Notaris Tanpa Ada Keputusan Rapat Umum Pemegang Saham (RUPS)* [Legal Implications of Amendments to the Articles of Association of a Limited Liability Company Made by a Notary Public Without a Resolution of the General Meeting of Shareholders (GMS)]. *Jurnal Mahasiswa Fakultas Hukum Universitas Brawijaya* (in Indonesian).
19. Liputan6. (2024). *Preventif adalah: Pengertian, Ciri, Contoh dan Dampaknya* [Preventive measures: Definition, characteristics, examples and impacts]. Retrieved from <https://www.liputan6.com/feeds/read/5755456/preventif-adalah-pengertian-ciri-contoh-dan-dampaknya?page=3> (in Indonesian).
20. Kristiyanti, C. T. S. (2016). *Hukum Perlindungan Konsumen* [Consumer Protection Law]. Jakarta: Sinar Grafika (in Indonesian).