

DEVELOPER'S LEGAL RESPONSIBILITY FOR FAILURE TO BUILD A HOUSE AND ITS CORRELATION WITH THE GOOD FAITH PRINCIPLE

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Article history

Received date : 11-6-2023
Revised date : 12-6-2023
Accepted date : 25-7-2023
Published date : 15-8-2023

To cite this document:

Agustina. (2023). Developer's legal responsibility for failure to build a house and its correlation with the good faith principle. *Journal of Islamic, Social, Economics and Development (JISED)*, 8 (55), 439 – 450.

Abstract: *This study aims to comprehensively examine the importance of good faith in every agreement and to discuss in depth the form of developer's legal liability for failed buildings. This type of research is normative in nature with a descriptive-analytical approach, discussing existing legal symptoms and problems and testing them based on statutory regulations and legal norms. The results of this study indicate that any agreement must be made based on honesty and good faith to ensure equal rights or proportionality of the parties who are bound to the agreement. The forms of developer's legal liability for failed buildings are divided into three, namely administrative liability (written warnings, administrative fines, temporary suspension of service activities, blacklisting and freezing or revocation of permits), civil (material and immaterial damages) and criminal liability. (imprisonment and fines). The conclusions in this study are: standard clauses that are waiver or transfer of responsibility as well as those that violate consumer rights by the developer in the agreement are contrary to the terms of the validity of the agreement as stipulated in Articles 1320 and 1338 paragraph (3) of the Civil Code (every agreement must be based on good intention). For agreements that are deliberately made in bad faith to harm one of the parties, based on the Jurisprudence of the Supreme Court of the Republic of Indonesia Number: 4/Yur/Pid.B/2018, in conjunction with the Jurisprudence of the Supreme Court of the Republic of Indonesia Number: 366 K/Pid.2016, is included in fraud crime.*

Keywords: *Developer, House, Failure to Build, Good Faith.*

Introduction

Housing and settlement development is an effort to fulfill basic human needs, improve the quality of the living environment, provide direction for regional growth, expand employment opportunities and move the wheels of the economy in the framework of increasing and equitable distribution of people's welfare. In this regard, efforts to build housing and settlements continue to be increased to provide for the increasing need for housing, but the government cannot implement it evenly because it considers other needs that are more prioritized (Ayu Dyah Utami Putri, 2010). Following current business strategies and marketing trends, many developers offer house purchases on an indent basis, meaning that the house does not exist physically or has not been built. Consumers must first order it by providing a down payment, after which the house begins to be built within a specified time limit. The indent system provides a very big risk for consumers if the developer fails to finish building the house at the time specified in the agreement.

Based on data from the Indonesian Consumers Foundation (YLKI), there are many public complaints against developers who commit fraud. Since 2014-2016, YLKI has received as many as 440 housing complaints, the majority of these problems occurred due to the inconsistency between the developer's offers and promotional promises and the actual construction. Even in 2015, around 40% of housing complaints occurred due to unclear and dishonest information regarding the condition of housing buildings, problematic public/social facilities, and units that changed from what was offered (Noor Rahmad, 2022).

Before a house sale and purchase transaction is carried out, the parties enter into a preliminary sale and purchase agreement (PPJB) which regulates various provisions regarding rights and obligations. In practice, PPJB has been prepared by default beforehand by the developer, while consumers only need to sign it (take it) if they agree, or leave it if they don't agree (Yusuf Shofie, 2009). If the consumer does not agree with the contents of the PPJB, usually there is a clause set by the developer stating that the down payment that has been deposited cannot be withdrawn or only a few percent is returned. This means that consumers are considered as parties who cancel the purchase of the property because they do not agree with the agreement set by the developer. Meanwhile, the take it option means that consumers must be prepared to fulfill all the terms and conditions set and bear all the risks associated with property ownership. This is of course contrary to the terms of the validity of the agreement and the Consumer Protection Act, especially regarding adverse standard clauses.

Law Number 8 of 1999 concerning Consumer Protection (hereinafter called the UUPK), was born as a legal umbrella that provides protection for consumers in Indonesia. Developers as business actors, in making sale and purchase agreement clauses with consumers must pay attention to the various prohibitions regulated in UUPK, namely basic ban on actual goods, do not meet the requirements and guidelines are feasible to be used or exploited, as well as prohibition of data accessibility that is incorrect or misleading (Article 8 UUPK). The rights and obligations that need to be considered by the developer are responsibilities (Product Liability) that must be borne as an obligation to bind business activities. That Regarding the obligations of business actors, it is necessary to see whether there are losses experienced by consumers due to utilization, use of goods delivered/purchased. Obligations of business actors in UUPK include: product liability, professional liability, contractual liability and criminal responsibility of business actors for endangering welfare and security consumers (Johannes Gunawan, 2008).

Developers and consumers must understand each other's rights and obligations regulated in law, in order to create security, certainty and balance for the parties in the transaction (Ahmad Adi Winarto, 2010). In some cases, encountered developers who from the beginning of the agreement intentionally had bad intentions by committing fraud towards consumers. The forms of covert fraud committed are for example: sell fictitious houses, build houses not according to the specifications promised, exchanging a housing unit with another housing based on certain reasons, as well as failed to build a house until it exceeded the set time limit (Etty Ujtu Ruhayati, 1999). Therefore, in every engagement or agreement must be based on good faith good faith of the parties.

Literature Review

Literature review or literature review is a description/description of the existing literature relevant to a particular field or topic. The purpose of what has been discussed in research, hypotheses and supporting theories, as well as the formulation of problems in research. That This study uses the Legal Certainty Theory, which according to Utrecht contains two understanding, namely: first, there are rules that are general in nature to make individuals aware what to do and what not to do. The second is security law for individuals from the government's arbitrariness of general rules individuals can find out what the state is allowed to charge or do against individuals.

In accordance with the subject matter, the types of legal research conducted are: normative juridical research or research that analyzes written law, jurisprudence and norms that live in society. The approach is descriptive analytical which aims to retrieve data systematically, factually and accurately on something problems based on statutory regulations and legal norms applicable. Data collection techniques through library research, namely to obtain data by conducting a review of literature or data secondary which includes primary legal materials, secondary legal materials which can be in the form of laws and regulations, books and other scientific works or journals as well as tertiary legal materials in the form of dictionaries, magazines, newspapers and articles.

Whereas the formulation of the problem raised in this study is: first Why is good faith required in every agreement? Second, what is the form of developer's legal responsibility for failing to build a house? important issue in this research is the importance of the principle of good faith in every agreement to guarantee equality of rights and proportionality of the parties that bind themselves in the agreement, because legal reality that exists today, many developers use standard agreements detrimental to consumer rights. That the agreement is based on bad faith with the aim to harm the other party, based on the normative legal rules of the agreement including in the crime of fraud. Developers must be legally responsible (administration, civil and criminal) for the house failed to build as promised both from the specification, time and condition.

Discussion

The Importance of Good Faith in Every Agreement

Article 1338 paragraph (1) of the Civil Code states that "All agreements made lawfully applies as a law for those who make it. The word "all" contains the meaning of all types of agreements both named agreements and agreements anonymous, while the words "legally" means that it must meet the conditions the validity of the agreement as stipulated in Article 1320 of the Civil Code (qualified, agreed, certain matters, lawful reason). Furthermore, the word "applies as law"

means that the agreement binds the parties like the binding power of a law, meaning with make an agreement as if the parties established the law for themselves.

Article 1338 paragraph (3) of the Civil Code, namely "agreements must be implemented in good faith". Good faith means that both parties to the agreement must apply one to the other as befits, without deceit, without guile, without subterfuge trickery, without disturbing the other party, not by looking at their own interests, but also by looking at the interests of other parties. Hogeraad in his judgment of 9 February 1923 formulated the agreement must be implemented with "redelijkheid en billijkheid" which translates to "fairness and justice". Redelijkheid means understandable with intellect, with common sense, with reason (reasonable), while bilijkheid means to be perceived politely, as proper and fair. So redelijkheid en billijkheid encompasses all that can be apprehended both by the intellect and by feeling (PL. Wery, 1990).

The notion of good faith contains two dimensions, namely in the subjective dimension leads to honesty, whereas in the objective dimension it is interpreted as rationality, decency and justice. Good faith in the context of Article 1338 paragraph (3) The Civil Code is based on rationality, propriety and justice (Ridwan Khairandy, 2013). Subekti said that the provision regarding good faith implies that the Judge given the power to oversee the implementation of an agreement so as not to violate propriety and fairness, the judge can prevent the implementation of the agreement that is too offend the sense of justice in society by reducing or increasing the obligations obligations in the agreement (Subekti, 2010)

The function of good faith in the implementation of the agreement is:

1) Add function (aanvullende werking van de goede trouw)

In good faith can add to the contents of a certain agreement and can also add statutory provisions regarding the agreement. Sample case Hogeraad decision dated 10 February 1921 regarding Firm Companies. This decision concerns a corporate administrator (beherend vennoot) of a private firm establishing a company in competition with the company's company. About concurrency like this, there are no laws and regulations that regulate and also not regulated in the deed of establishment of the company concerned, and therefore the company the caretaker thought there was no objection. However Hogeraad decided that form such competition should not be, as it is against good faith. So good faith in this case serves to add to the contents of the agreement and the law.

2) The function of limiting and eliminating (beperkende en derogerende werking van de trouw goede)

An agreement or conditions in a particular agreement or statutory provisions the invitation regarding the agreement can be set aside, removed, if since made the condition of the agreement has changed in such a way, so what is the implementation according to? written in the agreement or in the law, is considered unfair (because state change). In that situation the contractual obligations may be limited or eliminated entirely on the basis of good faith. This limiting function and negating function it should not be carried out casually, but there must be very important reasons. Hogeraad only allows agreement restrictions in cases where implementation according to the provisions of the agreement is unacceptable because it is unfair. This limiting function and eliminating function may not be executed immediately because the function of good faith is an exception to the legal principle of the agreement, namely the principle of "*pacta sunt servanda*". Hogeraad Judgment of April 29, 1983, regarding the function of good faith limiting and eliminating the contents of the agreement which is very well

known in the Netherlands, in this decision The Dutch Supreme Court argued that the unwritten law of good faith was higher degree than written law which is coercive (PL. Wery, 1990).

The standard agreement or standard contract is an agreement that has been determined and put in the form. This contract has been determined unilaterally by wrong one party, especially strong economic parties against weak economic parties (Zakiyah, 2015). Sultan Remy said that the standard agreement is an agreement that is almost complete the clause is standardized by its use and the other party has no chance to negotiate or request changes. There are only a few things that haven't been standardized only, for example concerning the type, price, quantity, color, place, time and several things other specific object of the agreement. In other words, it is not standardized the form of the agreement but the clauses (Sutan Remy, 1993).

The background to the growth of standard agreements is social and economic conditions. Large companies or government companies enter into partnerships in an organization and for their interests to determine certain conditions unilaterally. The other party (wederpartij) generally has an economic position weak, both because of his position and because of limited understanding, only accepts what that was proffered (Mariam Darus Badruzaman, 2011). The main terms of a contract can be is called a standard contract, namely the contract must be widely used, especially in society business (business). By using this standard agreement, the entrepreneur will get efficiency in the use of costs, labor and time. Thus the standard agreement designed unilaterally by the entrepreneur will benefit the entrepreneur in terms of:

- a. Cost, time and energy efficiency;
- b. It is practical because there is already a printed manuscript in the form of a form or blank ready to be filled out and signed;
- c. Completion is fast because consumers only agree and or sign agreement proffered to him (Muhammad Abdulkadir, 1992).

The characteristics of a standard agreement are:

- a. The contents are determined unilaterally by a party with a strong economic position;
- b. The community (debtor) does not jointly determine the contents of the agreement;
- c. Driven by his need, the debtor is forced to accept the agreement;
- d. The form is certain (written); e. Prepared in bulk and collectively (Mariam Darus Badruzaman, 2011).

According to the provisions of Article 1 number 10 of Law Number 8 of 1999 concerning Consumer Protection, Standard Clauses are any rules or conditions and terms conditions that have been prepared and determined in advance unilaterally by the perpetrator business set forth in a binding and mandatory document and/or agreement fulfilled by consumers. From the definition above, the standard clause is stated in a documents and/or agreements. The making of this standard clause must not contradict law, public order and good decency (Ahmadi Miru, 2014). Quantitatively, the number of standard agreements that develop in society is very large many, because each company or institution is either engaged in the field banks and non-banks always prepare a standard contract (standard) in managing his efforts. The standard contract was created to simplify and speed up legal traffic.

Standard agreement (standard contract) is an agreement that has been determined and has been put in the form. With the stipulation of clauses in the agreement standard unilaterally by a party whose economy is strong, then it is often a standard agreement contains an exoneration (exoneration) clause. An exoneration clause is a clause in an agreement, where it is determined

that there is an exemption or limitation of certain responsibilities, which normally under the law should be his responsibility. Very exoneration clause detrimental to consumers because the burden that should be the responsibility of business actors is actually charged to consumers. Exoneration clause which is a transfer of rights cause the agreement does not meet the legal requirements of an agreement namely "agreement of the parties"(Zakiah, 2018).

Jurisprudence of the Supreme Court of the Republic of Indonesia Number: 4/Yur/Pid.B/2018, states that the parties do not fulfill the obligations in the agreement legally is default that is included in the civil realm, unless the agreement is based on bad faith or bad faith jo Jurisprudence of the Supreme Court of the Republic of Indonesia Number: 366 K/Pid.2016, states that an agreement based on bad faith or malicious intent to harm others is not a default, but fraud. The rule of law of Jurisprudence aquo states that basically every case that begins with civil relations such as agreements and actions that cause the agreement cannot be implemented after the agreement was made, then the case is is a civil matter, not criminal. However, not all actions are not carrying out obligations cannot be seen as (criminal) fraud, if the agreement is based on bad faith or malicious intent to harm other people. Thus deed it is no longer a default, but a criminal act of fraud (Directory of Court Decisions Agung of the Republic of Indonesia, 2023).

Developer's Legal Responsibility for Failed Houses

Accountability is a consequence of an act committed, In general, the principles of responsibility in law are distinguished as follows:

- 1) The principle of responsibility based on fault, a person can be held legally responsible if there is an element of error he did;
- 2) The principle of presumption of responsibility (presumption of liability principle), the defendant is always held liable until he can prove that he is not guilty;
- 3) The principle of absolute responsibility (strict liability), errors are not a factor that specify, there are exceptions that allow it to be waived from responsibility, for example force majeure;
- 4) The principle of limited liability (limitation of liability principle) is highly favored by business actors to be included as an exoneration clause in the agreement standards he made (Kelik Wardiono, 2014).

Based on the provisions of Article 5 paragraph (1) of the Minister of Home Affairs

Regulation Number 5 1974 concerning Provisions for the Provision and Granting of Land for Company Needs, it is stated that the Housing Development Company can also called developer is a company that strives in the field of development housing of various types in large numbers on an area of land to be is a residential neighborhood unit equipped with infrastructure environmental infrastructure and social facilities needed by the community its inhabitants (Nurpanca Sitorus, 2014).

Based on the provisions above, it can be concluded that the developer housing or developer is a business actor engaged in the implementation housing and residential areas. Residential developer referred to in The Law on Housing and Residential Areas is an incorporated business actor law (corporation) established by Indonesian citizens whose activities are in the field of administration of housing and residential areas (Nurpanca Sitorus, 2014).

Corporate crimes are committed against the law by controlling personnel corporation or intentionally ordered to be carried out by another person, insofar as the crime was committed

within strict limits, obligations, authority of the controlling position the corporation concerned and in accordance with the objectives in the articles of association of the corporation, aims to obtain financial or non-financial benefits for the corporation. (Sutan Remy, 2018)

Whereas the main characteristics of corporate crime are:

- a. Corporate crimes are always committed not by corporations, but by other people acting for and on behalf of the corporation. That is, corporate crime will always a functional action. Corporations can't possibly do that certain actions, including carrying out prohibited actions without going through people the person acting for it;
- b. As a consequence of the characteristics of the first corporate crime that a corporation can only commit a crime through the intermediary of its management, act corporate crime is always in the offense of participation. The inclusion offense itself is basis that expands the offense.

Chairul Huda explained that criminal acts are always committed by corporations constitutes a criminal liability. In this case, the position of the corporation is always become part of the inclusion of the crime. It can't be a corporation as sole perpetrator of a crime. The corporation can be a maker (dader) but cannot become perpetrators (pleger) of criminal acts (Ali Mahrus, 2013).

According to Clinard and Yeager, there are six types of corporate crime victims, namely;

- 1) Consumers (safety or product quality). Safety and health risks associated with the use of the product, the consumer has become a victim of the product;
- 2) Consumers (economic power). Providing false information in advertising with the aim of influencing consumers;
- 3) Most economic systems have been affected by trade practices directly dishonest (violation of antitrust provisions and violations of other competition rules) and more financial violations except those related to consumer spending;
- 4) Environmental violations (air and water pollution) that are victims namely physical environment;
- 5) Workers become victims in violation of wage provisions;
- 6) The government becomes a victim, because of violations or administration or court orders and cases of tax fraud (Mahmud Mulyadi, 2010).

Eddy O.S, stated that there are several obstacles to proving accountability corporation namely:

- 1) Determining whether there is a criminal act by a corporation cannot be seen from one angle ordinary view as in criminal acts in general, because of corporate crime is part of a white collar crime;
- 2) Determination of legal subjects who are criminally responsible is related to corporate wrongdoing;
- 3) Determining the guilt (schuld, mens rea) of a corporation is not easy, because there are relationship that is so complex in organized crime in between the board of directors, executives and managers on the one hand and the parent company, the divisions companies and company branches on the other side (Eddy OS, 2014).

It must be understood that the placement of corporations as subjects of criminal acts is based for a variety of rational reasons and should be a joint thought among the circles law, namely:

- a. Criminalization of administrators alone is not enough to carry out repression against offenses committed by or with a corporation. Hence it is needed also to convict corporations, corporations and management or management only;

- b. Given that in social and economic life, corporations are increasingly playing a very strategic role;
- c. Criminal law must have a function in society, namely to protect society and enforce norms and provisions in life social. If criminal law is only emphasized on individuals and only applies to humans, then the goal is not effective. Therefore there is no reason to oppose the criminal prosecution of corporations;
- d. Convicting corporations with criminal threats is one of the efforts to avoid criminal action against the employees of the corporation itself (Muladi, 2015).

Guided by the provisions of Article 4 paragraph (1) and paragraph (2) of the Supreme Court Regulations Republic of Indonesia Number: 13 of 2016 concerning Procedures for Handling Cases Criminal By Corporations states that corporations can be held accountable criminally in accordance with the provisions of corporate crime in the law regulate corporations. In imposing a sentence on a Corporation, the Judge may Assessing corporate mistakes as referred to in paragraph (1) includes among others:

- a. The corporation can gain or benefit from the crime or the crime was committed for the benefit of the corporation;
- b. Corporations allow criminal acts to occur; or
- c. The corporation is not taking the steps required to do so prevention, preventing larger impacts and ensuring compliance with applicable legal provisions in order to prevent the occurrence of criminal acts.

Developers' legal liability for failed homes is built into the regulations Normative accountability is divided into administrative and civil responsibilities. But apart from that, Developers can also be held criminally liable for houses that fail to build fully explained as follows:

1) Administrative Responsibilities

Whereas in the Construction Services Law Number: 2 of 2017 regulates regarding administrative sanctions for users and service providers (corporations) for failures building and or failure of construction work, as well as on the factors that cause it such as ignoring work safety regulated from Article 89 to Article 98 with administrative sanctions in the form of: written warnings, administrative fines, termination while construction service activities, blacklisting, freezing permit and/or license revocation (Augustine, 2023).

2) Civil Liability

The form of corporate civil law responsibility for failing to build a house is compensation for material and immaterial losses as stipulated in Article 20 of the Court Regulations Agung of the Republic of Indonesia Number: 13 of 2016 concerning Procedures for Handling Cases Criminal Acts By Corporations are losses suffered by victims of corporate crime compensation can be requested through a restitution mechanism according to statutory provisions applicable law or through a civil lawsuit.

Civil liability is a consequence of an unlawful act and or default (Article 1365 and Article 1234 of the Civil Code). That based on Article 67 Law Number: 2 of 2017 concerning Construction Services states "providers services and or service users are obliged to provide compensation in the event of a failure buildings as referred to in Articles 65-67 which are carried out in accordance with statutory provisions". In addition, based on the provisions of Article 153 paragraph (2) Law Number: 1 of 2011 concerning Residential Areas and Areas Pemungkiman, states "perpetrators can also be subject to additional punishment in the form of building return

housing in accordance with the criteria, specifications, requirements, infrastructure, facilities, and agreed public utility”

An example of developer civil liability for failing to build a house, namely on Medan District Court Decision Number 408/Pdt.G/2014/PN. Medan, between Andre Roland Bastiaanas (Plaintiff) against Developer Vista Estate (Defendant I) and PT. CIMB bank Niaga (Defendant II) as the provider of the aquo house credit facility. That the Plaintiff bought a house from Defendant I as stated in the PPJB, but up to the deadline It has been determined that Defendant I has not completed the construction and handed over the house promised to the Plaintiff, while the Plaintiff's obligation to pay Credit installments to Defendant II continued. The Medan District Court passed a decision which reads: declares Defendant I has committed an Unlawful Act against the Plaintiff, punished The Plaintiff to pay compensation to the Plaintiff in the amount of Rp. 232,557,295 (Two Hundred Thirty Two Million Five Hundred Fifty Seven Thousand Two Hundred Ninety Two Rupiah) and declare by law all of the Plaintiff's obligations in the form of installments/installments that have not been paid since November 2010, to Defendant II based on Credit Agreement Number: 032/PK/02/2/07/09, dated 8 July 2009 and the following interest- interest to be removed entirely (Agustina, 2023).

3) Criminal Liability

Elimination of criminal sanctions in the Construction Services Act Number: 2 Years 2017, the organizer or provider of construction services cannot be subject to criminal penalties against construction work failure (building failure), criminal liability for the failure of the building to use the criminal provisions of the relevant law in the field construction including:

a) Law Number: 1 of 2011 concerning Housing and Residential Areas

Article 151

- 1) Everyone who organizes the construction of housing that is not building housing in accordance with the criteria, specifications, requirements, facilities and infrastructure, as well the agreed public utility, as referred to in Article 134 shall be punished with a maximum fine of Rp. 5,000,000,000 (five billion rupiah);
- 2) In addition to the punishment as regulated in paragraph (1), the offender can be subject to additional punishment in the form of rebuilding housing in accordance with the criteria, specifications, requirements, facilities and infrastructure, as well as promised public utilities.

Article 157

Everyone who intentionally builds housing and/or settlements in a place that has the potential to pose a hazard to goods or people as referred to in Article 140, shall be punished with a maximum imprisonment 1 (one) year or a maximum fine of Rp. 50,000,000.00 (fifty million rupiah).

Article 163

In the case of the acts referred to in Article 151 paragraph (1), Article 152, Article 153, Article 154, Article 156, Article 157, Article 160, or Article 161 carried out by the law, then in addition to imprisonment and criminal fines against the management, criminal can be imposed on legal entities in the form of fines with weighting 3 (three) times the fine of a person.

b) Law Number: 28 of 2002 concerning Buildings

Article 47

- 1) Any person or entity that due to their negligence violates the provisions that have been stipulated in this law so as to render the building unfit function can be sentenced to imprisonment and/or fined;
- 2) Imprisonment and/or fine as referred to in paragraph (1) includes:
 - a) imprisonment for a maximum of 1 (one) year and/or a maximum fine 1% (one per hundred) of the value of the building if it causes loss of other people's property;
 - b) imprisonment for a maximum of 2 (two) years and/or a maximum fine 2% (two percent) of the value of the building if it causes an accident for another person causing lifelong disability;
 - c) imprisonment for a maximum of 3 (three) years and/or a maximum fine 3% (three percent) of the value of the building if it causes loss of other people's lives.

Example of corporate criminal responsibility for building failure in the Verdict Palembang Terrible Court Number 06/Pid.B/2005/PN.Plg, Jo High Court Decision Palembang Number 159/Pid/2005/PT.Plg Jo Decision of the Supreme Court of the Republic of Indonesia Number. 96 PK/Pid.Sus/2010, with the Defendant Ir. Michael Aloen Chandranata as Director of PT. Prima Graha Bangun Tunggal (PGBT) which failed to do so construction of a swimming pool because it does not comply with the specifications as stated in the RAB, as a result the swimming pool experienced a building failure, until it didn't can be used. For these actions, the Panel of Judges handed down a decision that stated that the Defendant was legally and convincingly proven to have committed a criminal act of Services Construction as regulated in Article 43 paragraph (2) of Law Number: 18 Years 1999 concerning Construction Services and sentenced the Defendant to pay a fine of Rp. 5,000,000 (five million rupiah).

That it is known that the form of corporate criminal responsibility is as Director (corporate organ), PT. Prima Graha Bangun Tunggal, Defendant Ir. Michael Aloen Chandranata, is responsible for undergoing corporal punishment (detention/prison for undergo sentencing) and pay a fine of Rp. 5,000,000 (five million rupiah).

Conclusion

- a. That there is a standard clause that is a release or transfer of responsibility as well as violation of consumer rights by the developer in the agreement is contrary to the terms of the legality of an agreement as stipulated in Article 1320 of the Civil Code and 1338 paragraph (3) (every agreement must be based on good faith) of the Civil Code. Against agreements that are deliberately made based on bad faith to harm one of the parties, based on Jurisprudence Supreme Court of the Republic of Indonesia Number: 4/Yur/Pid.B/2018, jo. Jurisprudence of the Supreme Court of the Republic of Indonesia Number: 366 K/Pid.2016, is included in fraud crime;
- b. The form of developer's legal responsibility for failed to build houses is divided into three namely: First administrative responsibility in the form of: warning written, administrative fines, temporary suspension of service activities, blacklisting and freezing or revocation of licenses. Second civil liability in the form of compensation or compensation and third criminal liability as regulated in Article 47 of the Law Number: 28 of 2002 concerning Buildings, Article 151, Article 157 and Article 163 Law Number: 1 of 2011 Concerning Housing and Areas Settlement

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