

SETTLEMENT OF DISPUTES OVER THE SALE AND PURCHASE OF MOTOR VEHICLES (CARS) THAT HAVE EXPERIENCED DEFAULT

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ABSTRACT

This study examines the settlement of disputes in the motor vehicle purchase and sale agreement based on the content of the agreement between Panji Pratama as the seller and Murdiyono as the buyer, which involves a unit of Toyota Avanza with the number AE 19XX VV with a contract value of 80,000,000.00 (Eighty Million Rupiah). The agreement includes the legal conditions of the agreement, elements of the agreement such as the identity of the parties, the price of the car, the down payment, the time of payment, and the legal consequences for the violation of the agreement. The main focus of the research is on the buyer's obligation to pay off the remaining price of the car on time, and the losses that the seller may suffer if the buyer does not meet his obligations. Legal remedies taken by sellers to resolve disputes include deliberations with mediators, which are expected to avoid canceling the agreement as well as providing compensation to the seller. This study analyzes the dispute resolution process based on the regulations contained in the agreement and its relevance to applicable legal principles.

Keywords: : Dispute resolution, agreement to buy and sell motor vehicles, legal remedies and deliberations, legal remedies and deliberations, agreement cancellation

INTRODUCTION

Buying and selling is a fundamental transaction in the economic life of people in Indonesia. This concept regulates the exchange of goods or services between two parties accompanied by payment in the form of money or other goods that have an exchange rate. Legally, buying and selling is regulated by various provisions that bind both parties in order to carry out the transaction clearly and safely.

In Indonesia, buying and selling is regulated in detail in the Civil Code (KUHPerdata) which is the main basis for resolving civil disputes. Some important articles in the Civil Code that regulate buying and selling include Articles 1320 to 1544. These articles cover various important aspects, such as the terms of the validity of an agreement, the obligations of both parties, and the legal consequences that arise in the event of a breach or default.

The legal conditions in the written agreement are regulated in Article 1320 of the Civil Code which reads

"An agreement is only binding on the parties who make it; A valid agreement is a law for those who make it." A brief explanation of the legal requirements in article 1320 of the Criminal Code is as follows:

1. Agreement: An agreement requires an agreement between the parties involved. This agreement must be made voluntarily and without coercion from the other party.
2. Competence: Each party involved in the agreement must have the competence to perform legal acts. This skill can be related to age (at least being an adult or married if immature), as well as the mental ability to understand the consequences of the agreement made.
3. Negotiable object: The object of the agreement must be valid or not contrary to applicable law, public order, and morality.
4. Specific form: Some types of agreements require a specific form in accordance with legal provisions, such as stated in a notary deed or authentic deed for high-value agreements. Basically, the legal conditions of the agreement in the Civil Code aim to protect the interests of both parties and ensure legal certainty in the implementation of the agreement. Further

research on the application and interpretation of this article can provide a deeper understanding of the legal framework in written agreements in Indonesia.

Article 1238 of the Civil Code explains that "Parties who do not fulfill their obligations, even if only partially, must pay compensation". This shows that default is not only a breach of the agreement, but also gives rise to an obligation to compensate for damages arising from such negligence or incapacity.

Default, or the inability of one party to fulfill its obligations in accordance with what has been agreed in an agreement, is one of the problems that often arise in the practice of civil law. In the legal context in Indonesia, default is expressly regulated in the Civil Code (KUHPerdata). The articles governing default provide a clear legal framework for the consequences that may arise as a consequence of such incapacity. Other provisions in the Civil Code, such as Articles 1239 and 1240, affirm that the party who suffers losses can demand the fulfillment of unfulfilled obligations or the termination of the agreement, and can request further compensation if the default results in losses greater than the fulfillment of obligations.

One of the principles underlying buying and selling in Indonesia is the principle of freedom of contract (*pacta sunt servanda*), which states that a valid agreement must be complied with by both parties. In addition, consumer protection is also the main focus, which is regulated in various laws such as the Consumer Protection Law.

In the context of a motor vehicle purchase and sale agreement, there are various elements that must be met so that the agreement is valid and can be binding on both parties. These elements include the identity of the parties involved, the description of the goods sold, the price, the terms of payment, and the legal consequences that arise if one of the parties does not fulfill its obligations.

This study aims to examine in depth the dispute resolution process that may arise in the motor vehicle purchase and sale agreement, focusing on the analysis of the concrete agreement between Panji Pratama as the seller and Murdiyono as the buyer regarding the Toyota Avanza AE 19XX VV. Dispute resolution efforts, including legal strategies that can be taken by the parties involved, will be analyzed by considering the relevance of applicable legal principles. Thus, this research is expected to contribute to deepening the understanding of legal aspects related to buying and selling in Indonesia, focusing on the application and implementation of articles in the Civil Code in the context of transactions for the sale and purchase of goods, especially motor vehicles. Through in-depth analysis, it is hoped that this study can provide a more comprehensive picture of the legal protection of parties involved in buying and selling transactions in Indonesia, as well as efforts that can be made to optimize the legal process in resolving disputes that may arise.

RESEARCH METHODS

The method we use in this study is an empirical research method that will collect data directly from real cases of dispute resolution in a motor vehicle purchase and sale agreement between Panji Pratama as the seller and Murdiyono as the buyer, related to a unit of Toyota Avanza with the number AE 19XX VV worth 80,000,000.00 (Eighty Million Rupiah). The research will involve a first-hand analysis of how these agreements are implemented in practice, including the outcomes of legal remedies such as deliberations with mediators, as well as the impact of legal decisions on both parties. This method will utilize interviews with the parties involved, the study of treaty documents, and factual data analysis to gain a deeper understanding of dispute resolution based on existing regulations and their relevance to applicable legal principles.

DISCUSSION

An agreement is an agreement between two or more parties that is voluntarily made to form a legal relationship that binds them. In the legal context, agreements serve as the main tool to regulate various relationships and transactions in society. As the case study that I will discuss about the agreement for the sale and purchase of motor vehicles is an example of a legal relationship between the two parties regarding rights and obligations which is an agreement between the seller and the buyer. Here are some common characteristics of the agreement:

1. **Agreement:** Involves a clear offer from one party to the other, which is then accepted in a clear way by the recipient.
2. **Voluntary Agreement:** Entered into by the free will of each party without any coercion from the other party or other external factors influencing their decision.
3. **Legal Effect:** A valid and legally binding agreement will give rise to legal obligations that the parties involved must comply with.
4. **Commitment:** The parties to the agreement become bound by the terms contained therein, including the rights and obligations of each party.
5. **Freedom of Contract:** The parties have the freedom to set their own terms of the agreement, as long as those terms do not conflict with applicable law or existing public policy.
6. **Legal Certainty:** The agreement should contain clear and definite provisions regarding the rights and obligations of the parties, so as not to cause doubt or excessive interpretation.

Agreements can be simple agreements such as the purchase of goods or services, to complex agreements such as partnership contracts, lease-leases, or cooperation in large projects. It is important to ensure that each agreement is carefully crafted and in accordance with applicable legal provisions in order to avoid potential disputes in the future.

While disputes, disputes are disagreements or disputes between two or more parties regarding an issue or difference of opinion that requires resolution. Disputes can include a variety of things, such as rights and obligations in contracts, ownership of goods, business agreements, or individual rights. Dispute resolution often involves a process of negotiation, mediation, arbitration, or litigation in court, depending on the complexity of the issue and the desire of the parties involved to reach a solution that is acceptable to all parties.

Disputes in sale and purchase agreements refer to disagreements or disputes between sellers and buyers that arise after an agreement for the sale and purchase of vehicles or other goods has been made. These disputes can be caused by several things, such as:

1. **Payment:** For example, the buyer does not fulfill the payment obligation as agreed in the agreement, both the total price and the installment payment.
2. **Condition of the Goods:** Goods sold are not in accordance with the description or conditions promised in the agreement, such as the physical condition or performance of the vehicle that does not meet expectations.
3. **Delivery Time:** Disputes regarding the time of delivery of goods, whether it is in accordance with what is agreed or not.
4. **Other Terms:** Includes disputes related to additional terms set forth in the agreement, such as warranties, returns, or the rights and obligations of each party.

5. **Dispute Resolution:** Disagreements regarding how disputes are resolved that arise between sellers and buyers.

To resolve these disputes, the parties involved such as sellers and buyers usually seek solutions through a negotiation process. If that doesn't work, the agreement generally provides for alternative procedures such as mediation, arbitration, or litigation in court as a last resort.

It is important for each party in the sale and purchase agreement to clearly understand their rights and obligations and comply with the terms that have been agreed in the agreement. This aims to prevent disputes that can disrupt their business and financial relationships.

In resolving this dispute, the seller and buyer held a deliberation with a mediator and presented witnesses and related parties to reach an agreement regarding the implementation of the motor vehicle purchase and sale agreement between Panji Pratama and Murdiyono. In this case, the seller (Panji Pratama) and the buyer (Murdiyono) tried to resolve the dispute process accompanied by witnesses, family, babinsa and the head of the local hamlet as mediators or mediators. Mediation can facilitate the parties to reach an agreement more effectively and efficiently. If the buyer does not fulfill its obligations, the seller has the right to cancel the agreement and demand compensation, in accordance with the principles of applicable law.

The case study on the dispute over the sale and purchase agreement of motorized vehicles between the seller (Panji Pratama) and the buyer (Murdiyono) is an agreement made in writing, this agreement is included in a legal agreement or law and has legal force that binds both parties.

Based on what we read, the contents of the agreement that we have analyzed are as follows:

1. **Basic Terms of Agreement:**

The agreement to buy and sell a motor vehicle in the form of 1 unit of Toyota Avanza with the number AE 19XX VV made by both the seller and the buyer. The agreement has the force of law that binds both parties and is valid as law.
2. **Elements of the Agreement:**
 - a. **Parties:**
 - b. **Seller:** Panji Pratama
 - c. **Buyer:** Murdiyono
 - d. **Car Price :** 80,000,000.00 (Eighty Million Rupiah)
 - e. **Down Payment:** Murdiono (Buyer) pays a down payment of 40% of the price of the car
 - f. **Payment Time:** The buyer is required to pay the remaining price of the car no later than 30 Days (1 Month) after the vehicle is brought by the buyer.
 - g. **The Buyer is willing to pay a fine of 200,000.00 (Two hundred thousand rupiah) if the buyer delays payment per week after the 1-month payment deadline ends**
 - h. **The Buyer is willing to return the car unit and the DP money is considered forfeited if the buyer does not make a repayment within 60 days (2 months after making the agreement)**
 - i. **Both parties (Seller and Buyer) agree and sign on the stamp in this agreement**
3. **Buyer's Obligations:**

The buyer is required to pay the remaining price of the car within the specified time.

4. Seller Disadvantages:

The buyer did not fulfill his obligations and was late in paying off the remaining price of the car, thus causing losses for the seller.

5. Seller's Legal Remedies:

The seller conducts deliberation or consensus attended by witnesses, family, babinsa and the head of the local hamlet as mediators or mediators. The seller asks the buyer to pay damages.

6. Legal Consequences:

The cancellation of the agreement is accompanied by compensation according to the agreement if the buyer does not fulfill his obligations to the seller.

The agreement made by the seller and the buyer is legally valid, as promised by the buyer, the buyer is willing to buy the vehicle at a price of Rp.80,000,0000 (Eighty million thousand rupiah) and is paid in cash tempo with a down payment of 30% of the total price, and the rest will be paid no later than 1 month after the agreement letter is made. In this case, the agreement is considered valid and has permanent legal force and both parties agree on all written matters.

The agreement between the seller and the buyer is in writing and is considered valid, in accordance with the applicable law in Indonesia, the buyer is required to complete its obligations as written in **Law Number 8 of 1999 concerning Consumer Protection**: Providing provisions regarding the rights and obligations of consumers and traders in buying and selling transactions, including payment for goods or services obtained. As well as several articles that explain the obligation to pay in the sale and purchase agreement as follows:

1. Article 1973 of the Civil Code regulates payments that must be made on time in accordance with the agreement in the agreement. The payments made exceeded or were less than they should have been able to get a correction demand.
2. Article 1974 of the Civil Code regulates late interest. Late payments must be subject to interest in accordance with the agreement stipulated in the agreement or according to the provisions of the law.
3. Article 1338 Paragraph 3 of the Civil Code states that "The provisions of the agreement must be carried out in good faith". This implies that each party to a sale and purchase agreement must carry out the obligation to pay in good faith, namely in a manner that is in accordance with the agreement that has been made.

These three articles are part of the Civil Code which regulates important aspects related to payment in the context of sale and purchase agreements. This article regulates that the implementation of payments is carried out in accordance with the agreement agreed in the agreement, including late fines and good faith in its implementation. These articles are important to ensure clarity, fairness, and legal certainty in every buying and selling transaction that occurs.

However, in the implementation of this agreement, the buyer (Murdiyono) did not keep his promise so that the buyer can be said to have not fulfilled his achievements as explained in the agreement that the payment for the sale and purchase of this motor vehicle was made in cash tempo with the initial procedure of making an advance payment of 40% Rp. 32,000,000 (Thirty-two million thousand rupiah) of the total price of 80,000,000 (eighty million thousand rupiah) and the rest was paid no later than 30 days (1 month) after the agreement, and it turned

out that the buyer was negligent in making the payment so that the payment process was delayed for 1 month and 2 weeks. In this case, the seller suffered losses so that the seller demanded his rights.

In this case, the buyer who is required to pay the vehicle price has not carried out the obligations or achievements as written in the agreement above to the buyer so that the buyer can be subject to sanctions, namely:

1. **Indemnification:** Parties who suffer losses due to violations from other parties may seek compensation. The amount can include direct losses experienced and sometimes include indirect losses or lost opportunities.
2. **Late Fines:** If the breach is related to late payment or the performance of other obligations, the agreement may provide for the awarding of fines for such delays.
3. **Termination of Contract:** In some cases, a significant breach may lead to unilateral termination of the contract by the party who feels aggrieved.

The sanctions above are some of the provisions that are often used in cases of default. This provision aims to provide clarity and legal certainty in the implementation of the agreement between the two parties.

The Seller can also take other steps to take his rights, in this case the ways that can be taken are as follows:

1. **Negotiation and Mediation:** Before starting a more formal legal process, the seller can try to resolve the dispute through negotiation or mediation. Mediators or mediators usually help both parties to reach an agreement that is acceptable to all parties without going through the judicial process.
2. **Arbitration:** If there is an arbitration clause in the agreement, then the seller and the buyer may agree to resolve the dispute through arbitration. It is an out-of-court dispute resolution process, where the arbitral award is final and binding.
3. **Court Lawsuits:** If all out-of-court dispute resolution efforts are unsuccessful, the seller can file a lawsuit with the court to formally resolve the dispute. The court will decide based on the evidence submitted and the applicable law.

Any of the above remedies depend on the existing agreement between the seller and the buyer, as well as the applicable laws in the country or jurisdiction in which the agreement is enforced. Therefore, before taking legal action, it is important for sellers to carefully consider the options available and consult with a competent legal expert if necessary.

However, in this case, the dispute can be resolved by means of mediation that presents the parties involved and several witnesses and mediators to take a solution, so that the buyer is willing to pay a 2-week late fine of 400,000 (four hundred thousand rupiah) and pay the remaining repayment of 48,000,000 (forty-eight million rupiah), as a result of which this case is considered to have been completed and does not involve further legal proceedings.

CONCLUSION

The agreement to buy and sell motor vehicles between Panji Pratama as the seller and Murdiyono as the buyer proved to be legally valid. However, the loss suffered by the seller was

due to the buyer's inability to pay off the remaining car price on time as agreed. Initial settlement efforts in the form of deliberations with mediators are expected to produce an agreement.

However, if the mediation process fails, legal remedies are a path that needs to be taken so that the rights that already belong to him can be returned and not just disappear. If after this legal remedy is carried out but the individual party does not carry out its obligation to pay the vehicle price in full to the seller, then the seller has the right to cancel the agreement and collect compensation in accordance with the provisions of the law and the seller can take other legal remedies in the form of a lawsuit to the District Court.

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