

**UUMILC 2017**  
**9<sup>TH</sup> UUM INTERNATIONAL LEGAL CONFERENCE 2017**

**THE RESPONSIBILITY OF HOUSING DEVELOPERS IN GIVING  
MISLEADING INFORMATION IN JAMBI CITY**

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***Abstract***

Information given by housing developers to prospective buyers of the house concerning a house is the usual thing to do as a promotion event of the house that became the object of sell and purchase. Giving information is the right of housing developers but one side of the information that has been given must be true and not mislead the prospective consumers, because consumers are protected by Article 10 of Law Number 8 Year 1999 concerning Consumer Protection. Furthermore Article 19 paragraph 1 states that, the business actor is responsible to provide compensation for damage, pollution and/or loss of consumers due to consuming goods and/or services produced or traded. The research was conducted by juridical empiric method. The civil responsibility of housing developers who gives misleading information in the form of compensation with giving some money or compensation for building materials accompanied with finishing the physical of the house settlement. Obstacles that encountered in the implementation of civil responsibility of housing developers are the fund that has been deposited by consumers through intermediaries of third party that are not accepted by developers. Consumers do not completely understand where to report problems and consumers do not want to continue the case of loss in which they face. Then the counter measures are taken to overcome the obstacles that have been encountered must be careful and believe in people who become intermediaries, by continuing the socialization of Consumer Protection Law and encourage consumers to defend their right.

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**Keywords:** Responsibility, housing, misleading information.



## 1. Introduction

The increase of population of a country causes the facilities and infrastructure of a city also increases as well especially the needs of houses, let alone in Jambi city which has a fairly high rainfall between 29.1 mm to 326 mm (B.P, 2016) So that the houses are very necessary. Construction of houses is not proportional with the increase in people who need it in terms of quantity and quality (Coal, 2015). The private developers have taken part, participated and have tried to provide houses with various shapes and prices in accordance with the ability of the public since the seventies (Budiharjo, 2014).

For people who have land and enough income, they do not face problems in the house fulfillment but on the contrary for those who do not have land and earn a little or mediocre income it is difficult to get a healthy and livable home.

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The developer, opening up the possibility for the public consumer who wants a home with cash payment or credit payment system based on agreements that have been agreed previously. With credit payment method they can go directly to the developer and can also go through a bank that has been determined. Developers who provide housing are quite a lot, developers compete to promote and sell their housing products in various ways and advantages of their respective housing to attract potential consumers. One of the ways for housing developers to lure consumers is by install advertising or information in certain places or mass media in the form of print media and electronic media.

## 2. Problem Statement

The information given to potential housing consumers is interesting things that can attract potential buyers to have it. Although the information that is delivered by the developers to consumers is right, but it is not justified to provide information that misleads the consumers. This matter stated clearly by Fuady (2015) as follows, housing developers are prohibited from: offering, promoting, advertising or making false or misleading statements about the condition of a house.

If misleading information above is used by the housing developers, it will become very disadvantageous to the consumer as the buyer of the house, whereas according to the provisions of legislation, the consumer must be protected. Consumers are vulnerable to exploitation by business actors. It is necessary to have a set of legal regulations to protect consumers, namely Law Number 8 Year 1999 concerning with Consumer Protection. There are many cases of consumer disputes in Indonesia that violate consumer protection law (Endipraja, 2016). In Jambi City there are also housing developers who give misleading information, as reported by the Chairman of Consumer Foundation of Jambi City Ibnu Kholdun (2017).

## 3. Research Questions

To limit the problem of civil responsibility to the developers in giving misleading information in Jambi City, the authors analyse the problems from Law Number 8 Year 1999 concerning Consumer Protection, especially housing consumers, the problems formulation are as follows:

1. How is the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi City?
2. What are the obstacles encountered in the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi City?

#### **4. Purpose of the Study**

To answer the problem formulation in implementation of responsibility to housing developers in giving misleading information in Jambi City, then the purpose of this research are as follows:

1. To know and understand the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi City.
2. To know and understand the obstacles encountered in the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi City.
- 1) To know and give alternative solution to overcome the obstacles encountered in the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi City.

#### **5. Research Methods**

The type of research that used is sociological juridical research, the research is based on normative law (legislations), but not study the norms in the regulations, but observe how the reaction and interaction occurred when the norm system worked in society (Achmad, 2014). The research specification is descriptive, which is based on general theory or concept, applied to explain about a set of legal materials concerning with consumer protection in Law Number 8 Year 1999 concerning with Consumer Protection (Sunggono, 1998). The sampling technique is done by purposive sampling, which is sampling based on certain criteria. The sample is selected and determined based on the pre-determined criteria of the consideration. They really understand the problems researched, namely the management of Consumer Foundation of Jambi City of 2 (two) persons; and the disadvantaged consumers due to misleading advertisements of 2 (two) persons (Asikin, 2015). They were interviewed on planned as well as analysed qualitatively (Ashshofa, 2004).

#### **6. Findings**

##### **6.1. The Implementation of Responsibility of Housing Developers in Giving Information which Misleading the Consumers in Jambi City**

It cannot be denied that in Jambi City area there has been an act of giving misleading or incorrect information carried out by the housing developers, as explained by Ibnu Kholdun as a Chairman of Consumer Foundation of Jambi City. From data that entered since Consumer Foundation of Jambi City established in 2015. There are 2 (two) complaints, namely first, the house is not ready to be occupied by the consumer, whereas in the promised brochure the house is in a state ready to be occupied if the credit agreement has been done. Second, the promised building materials do not match with what is stated on the brochure that they gave to the consumer which offered a house by the housing developer. Then it was described that the settlement is done by civil mediation between the perpetrators and the disadvantaged

consumers in the form of compensation as much as the losses money and or completing the unfinished work (Kholdun, 2017).

A victim whose name is Fenny Anggraini as a housing A consumer explains that the brochure given by the developer informed that the house is in ready condition 100% (one hundred per cent) as illustrated in it before the credit agreement. But after the credit agreement was signed, the house has not been completed 100% (One hundred per cent). Even though I agree with the credit agreement I had told the developer to completed the house and the developer answered, after the credit agreement he will complete the house, but after 2 (two) months passed since credit agreement, the developer has not completed or finished it. Due to the losses, we ask for compensation and with the consultation that has been made, the developer wants to compensate me in accordance with the calculation of the completion of the house, whereas the cost that I incurred in the completion of the house is greater than the compensation provided by the developer (Anngraini, 2017).

According to Hardi Muhar Sungguh, as a housing Y consumer stated the information delivered by the developer toward me is contrary to the reality that happened. In the information delivered through the brochure it is said that the consent is a quality one (1) of bulian (ironwood tree) but in fact the wood that they used was kulim (hardwood) and the shutters are said to be made of tembesu (the name of a high qualified tree) but the wood that they used was medang wood (various luarinaceae tree), so I am severely disadvantaged, although they compensated it but I cannot dismantle the house because it will take a large amount of money and the compensation amount provided by them is the difference price between bulian (ironwood tree) with kulim (hardwood) and tembesu (the name of a high qualified tree) with medang wood (various luarinaceae tree (Really, 2017).

Based on the explanation of the Chairman of Consumer Foundation of Jambi City mentioned above, which was reinforced by the information of 2 (two) consumers who are at losses and added to the provisions of Law Number 8 Year 1999 concerning Consumer Protection, it is known that the business actor is not allowed to perform any action that harm the consumers, which one of it is giving misleading information. If this is done in civil term, the perpetrator is charged with responsibility for the loss of the consumer. This is further explained in the explanation below.

According to Article 4 letter h of Law Number 8 Year 1999 concerning Consumer Protection, the consumers shall be getting the compensation, indemnification and /or reimbursement if the goods and/or services they received are not in accordance with the agreement or not as they should be. It is also an obligation for the business actors to compensate, indemnify and/or reimburse if the goods and/or services that they received or utilized are not in accordance with the agreement as stipulated in Article 7 letter g of the Consumer Protection Law.

Furthermore, it is mentioned in Article 8 paragraph 1 letter f of the Consumer Protection Law that a business actor is prohibited from producing and or trading goods and or services that are not in accordance with the condition stated in the label, etiquette, description, advertisement or promotion of the sale of such goods and or services. A similar matter also regulated by Article 9 paragraph 1 of the Consumer Protection Law that a business actor is prohibited from offering, producing, advertising an item or service incorrectly. Moreover, in offering these goods and or services, a business actor is prohibited from offering, promoting, advertising or making false or misleading statements regarding: first, the price

or tariff of a good or service; Second, the usefulness of a good or service; Third, condition, dependency, guarantee, right or compensation for certain good and or service; Fourth, discounts or attractive prizes offered; Fifth, the danger of the use of goods and or services.

Basically, the one that demanded responsibility if they prove to be violating the provisions mentioned above are the business actors, although it is possible for business actors to use other services to distribute brochures. If the business actor uses the other services to distribute the brochure, the business actor still become the perpetrator that responsible as the party who trades goods and or services and advertise them incorrectly (Tobing, 2015).

In reality in Jambi City there are some business actors or housing developers who do misleading information to housing consumers thus harming them. Due to disadvantaged consumers and for the case not to get widen, then the housing developers held a negotiation with disadvantaged consumers with a result of compensation that explained below (Hidayat, 2017).

First, compensation in the form of money. The compensation money paid by the developer or business actor toward the losses consumer with maximum amount as the loss of consumer in accordance with the physical condition of the house plus the costs incurred by the consumer due to the actions committed by the developer, but there is also the amount of compensation paid by the developer which only worth for the physical completion of building that have not been completed. Second, Compensation in the form of building materials and the physical completion of building. There are times when the housing consumers which harmed by misleading information by developer or business actor do not want to replace it with some money, but enough with the replacement of building materials as well as completion of work that has not been completed by developers in accordance with the promise that has been informed to the consumer. Consumer considerations in this case is that if asking other party to complete the construction work of his house the cost will be greater than the compensation paid by the developer.

## **6.2. The Obstacles Encountered in the Implementation of Responsibility of Housing Developers in Giving Information which Misleading the Consumers in Jambi City**

The act of providing incorrect information or misleading information by housing developers in Jambi City is actually quite a lot, but most of it are not complained by consumers to Consumer Foundation of Jambi City or have been resolved with civil responsibility by the developers toward the disadvantaged consumers. This is due to the obstacles faced as explained by Hidayat as the Secretary of Consumer Foundation of Jambi City described as follows.

The obstacles faced in the implementation of civil responsibility of housing developers who gave misleading information to the housing consumer in this region are in the form: first, the instalment or mortgage paid by the consumer and through intermediary of third party for purchasing the house on credit is not received by the Developers; Second, the consumer does not understand where to report the problems he faces in the event of misleading or incorrect information being given by developer; Third, there is a tendency for consumers who do not want to continue the losses case they face and prefer to settle it peacefully.

Based on the explanation of the Secretary of Consumer Foundation of Jambi City mentioned above, it can be described about the obstacles encountered in the implementation of civil responsibility of housing developers who gave misleading information in Jambi City which be explained below.

### **6.3. Instalments of Houses Deposited by Consumers and Through Intermediary of Third Party for Purchasing the Houses on Credit is not Received by the Developer**

For the retrieval of a house in instalment or credit, prior to credit agreement with the bank, the consumer is required to pay the down payment specified by the housing developer and if there is additional development of the desired building by the consumer, then the consumer is obliged to pay the fee. At this stage it does not make a problem but at the time of payment sometimes there are consumers in the area which far enough or outside Jambi City. To make such payments above, consumers ask for help from others or third party as their intermediary. It turns out that in the case of such payments sometimes there is an intermediary who only deposit a part of the instalment, so the money that has been paid by consumer for the developer does not received by the developer, either part of it or all off the money that have been submitted by consumers.

He developer informs that the house to be credited, including the additional developed house, has been completed before the credit agreement is made and in accordance with the form delivered in the housing brochure or in accordance with the will of the consumers who ask for additional development of the house. It turns out that before the credit agreement or after the credit agreement; the consumer's house is not ready 100% (one hundred per cent) or not in accordance with the desired development by consumers, thus harming the consumer.

Since payments made by consumer to developer is not consistent with those determined by the developer as a result of a third party act as a consumer intermediary in terms of payment, then consumers cannot make compensation petition to the developer, thus the existing shortcomings are covered by the consumer himself.

In this case actually it is not included in the category of developers giving incorrect information or misleading information but it is default by consumer because consumer do not fulfil its obligations in a whole, which mean that instalment repayment have been made in cash but diverted by third party. If the consumer has paid the payment as promised in the brochure but the house is not yet ready to be occupied after the credit agreement, as suffered by Fenny Anngraini as described above, then it can be said that developer has been giving out incorrect information or misleading information, then the developer has responsibility to complete the house in accordance with the promised.

### **6.4. Consumers Do Not Understand where to Report Problems Encountered when they Become Victims of Incorrect Information or Misleading Information about Houses that will be Purchased by Consumers**

Official case concerning housing developers who gave false information or misleading information since the establishment of Consumer Foundation Office in Jambi City in 2015 only amount to 2 (two) cases. This indicates that something needs to be questioned, why only 2 (two) cases reported by the people of Jambi City. Does the developers are less interested in building housing in Jambi City or the

housing construction are all running as it should be or there is indeed an incorrect information or misleading information given to the consumers but consumers do not want or do not understand where to report the problems they faced.

From the analysis of author, it showed that the ignorance of the public about consumer's legal protection and the existence of Consumer Foundation office in Jambi City is factors that causes it to happen. This is reinforced by the statement of Ibnu Kholdun, Chairman of Consumer Foundation of Jambi City (Kholdun, 2017), that when viewed from the news in electronic media and in print media, there are quite a lot of cases of incorrect information or misleading information made by housing developer in promoting their housing.

#### **6.5. Consumers are not Continuing their Case of Loss, when they Become Victims of Incorrect Information or Misleading Information on Houses that they Have Purchased**

According to Hidayat as the Secretary of Consumer Foundation of Jambi City (Hidayat, 2017), there are times when consumers already know that they have been lied to by the housing developer through misleading information thus getting a loss, but the consumer has not brought the problem directly to the legal direction, that means consumers ask for compensation or civil responsibility of the developer in more persuasive way, that is by asking to repair the damage by negotiation. Moreover, the loss or damage is not too much and costly. If the developer is still willing to repair the damage then the customer received it with pleasure.

The civil responsibility of the housing developer will be highly questioned, if the loss or damage suffered by consumers is relatively large and takes a long time to repair. In such circumstances, there is possibility that there will be no agreement to compensate the loss or the settlement of remaining housework will reach the higher domain of law that is to the court which prosecuted in civil term in order to have executorial power.

#### **6.6. Counter Measures Effort to Overcome the Obstacles Encountered in the Implementation of Responsibility of Housing Developers in Giving Information which Misleading the Consumers in Jambi City**

In order to overcome the obstacles faced in the implementation of responsibility of housing developers who provide misleading information in Jambi City explained by Ibnu Kholdun as Chairman of the Indonesian Consumers Foundation in Jambi City as follows:

Counter measures that need to be done to overcome the obstacles that have been encountered are:

1. The consumers must really trust the person who become intermediary in the payment or purchase of the house;
2. Encouraging consumers to defend their rights;
3. Continue to socialize the Consumer Protection Law (Kholdun, 2017).

Based on the explanation of the Chairman of Consumer Foundation of Jambi City mentioned above, it is known that the countermeasure efforts taken to overcome the obstacles encountered in the

implementation of responsibility of housing developers that give incorrect or misleading information in Jambi City are described below.

#### **6.7. The Consumers must Really Trust the Person who Become Intermediary in the Credit or Cash Payment of the House**

As it is known that not every trusted person can conduct the mandate that given to him, and no exception toward a person who is appointed to represent or intermediate consumers who live far from Jambi City to give some money to the developer, so in this case the consumer must be careful and truly trust the person appointed or as the intermediary for the purchase of house, furthermore if the money given to him is in a very large amounts. In addition to that, consumers must also establish relations using phone with developers, both concerning the money payment as well as about the readiness of the house which will be bought through credit agreement with the bank.

From phone contact between the consumers and the housing developers, at least they will be able to know whether that money which has been entrusted has been paid to the housing developer as well as to ensure that the work or repair of the house continues to be done so as not to cause mistakes or issues concerning house repayment in the future.

#### **6.8. Encouraging Consumers to Defend their Rights**

For consumers who have quite a lot of money may not be too problematic if faced with a loss, but for those whose economy in the middle to lower class then it's become problematic in case of default happened in fulfilling the obligations that must be done by housing developers in finishing the house in accordance with legal acts that have been agreed previously.

But apart from all of that, consumer protection is a right for consumers, not to mention housing consumers and developers or business actors need to be dealt firmly in the form of responsibility if they deliberately commit acts which harmed consumers, by giving misleading information (Yodo, 2015).

In legal act between the housing developer and the consumer, sometimes there will be a dispute or conflict. The dispute may be either a party not getting or enjoying what should be his right due to the other party does not fulfil its obligations. The dispute arose between the business actor and the consumer start with consumer transaction which called a consumer dispute.

With the occurrence of consumer disputes, then it is necessary to do the settlement. Consumer dispute settlement according to Consumer Protection Law consists of 2 (two) ways, namely: consumer dispute settlement through the court and consumer dispute settlement outside the court. This is as stated in Article 45 paragraph 1 and Article 47 as follows below.

Article 45 paragraphs 1 of Law Number 8 Year 1999 states: any disadvantaged consumers may sue business actors through an agency in charge of settling disputes between consumers and business actors or through courts residing in the general judicial environment. While in Article 47 of Law Number 8 Year 1999 states: consumer disputes settlement outside the court is held to reach an agreement concerning the form and amount of compensation and or concerning certain actions to ensure that the loss suffered by consumers will not happen again (Indonesia, 2017).



Based on the two articles as mentioned above, there are 2 (two) ways to solve the consumer dispute, namely: first, the consumer dispute settlement through the court; Second, the consumer disputes settlement through the Consumer Dispute Settlement Agency. The above mentioned consumer dispute settlement can be explained as follows

A consumer dispute settlement through the courts is possible in the absence of an agreement on compensation, then the case may be resolved in a court that determined for it. This is based on the provisions of Article 46 of the Consumer Protection Law, persons who can file lawsuits are: first, any harmed consumers, his heirs, either in the form of individuals or groups; Second, Indonesian Consumer Foundation and the three governments (Indonesia, 2017).

If the petition for damages is based on a default event, the consumer as a plaintiff needs to prove. First, the existence of the relationship (contract, agreement); Second, there are parts of obligations that are not fulfilled by the business actor; And third, the incidence of loss to the consumer (the plaintiff). If the compensation petition for is based on an act against the law, then it must be proved: first, the existence of an unlawful act, in the form of a violation of consumer rights, a violation of the cautionary obligation, violation of moral norms or violation of propriety norms; Secondly, the mistake of business actor, whether intended or negligence; Third, the existence of some losses suffered by the plaintiff; And fourth, there is a causal relationship between the act against the law and the loss (Sidabalok, 2014).

It is the provision of article 56 paragraph 2 that the basis of a petition can be submitted to the court fourteen working days after the decision of Consumer Dispute Settlement Agency, but in the previous article, namely article 54, paragraph 3 states that the decree of the Consumer Dispute Settlement Agency assembly is final and binding, meaning the decree of Consumer Dispute Settlement Agency is the last or highest decree, which cannot be made further legal efforts and binding the parties in legal acts that have been agreed previously. According to the writer's opinion, this shows the contradiction between the two articles mentioned above, causing the lack of legal certainty for the justice seekers in consumer protection sector in general and housing consumer protection in particular, let alone the Consumer Dispute Settlement Agency itself until now has not been formed in Jambi City (Kholdun, 2017).

Second, the consumer disputes settlement outside the court, has two (2) ways namely: first, instantaneous (direct) replacement settlement which done in peace. Anyone who is harmed by wearing or consuming a defective product will only be reimbursed when making a request or claim on it. The request or prosecution for compensation is absolutely done by the person who feels that he has the right to get it. According to Article 19 paragraphs 1 and 3 of the Consumer Protection Law, a disadvantaged consumer may compensate directly to the business actor and the business actor shall respond and/or settle within 7 (seven) days after the transaction takes place.

The second form of settlement outside court is through Consumer Dispute Settlement Agency. If the consume dispute settlement by voluntary or arbitration is unsuccessful, the disadvantaged consumer may file a compensation petition against the business actor through the Consumer Dispute Settlement Agency as defined in Article 23 of the Consumer Protection Law. According to Article 1 paragraph 12 of the Consumer Protection Law, Consumer Dispute Settlement Agency is: an agency that responsible for handling and settle ding disputes between business actors and consumers.

Disputes settlement through Consumer Dispute Settlement Agency begins with a written or unwritten petition or complaint, regarding events that cause harm to consumers. A party who can file a petition or solicitation request through Consumer Dispute Settlement Agency is consumer himself or his heir. Upon the request, Consumer Dispute Settlement Agency formed an assembly of at least 3 (three) persons, one of whom became chairman of the assembly as well as in an assembly examination session assisted by a clerk. Investigations or customer demands shall be conducted in the same manner as in general courts, namely: there are witnesses, expert witnesses and other evidence examinations. After the examination, the assembly then decides and establishes the presence or absence of any loss for the consumer, which must be replaced by the business actor.

Furthermore, Consumer Dispute Settlement Agency is required to issue a decree within twenty days (21) working days after the petition is received and no latter then seven (7) working days the business actor is obliged to implement the decree, the provisions of this Article provided in Article 55 and 56. If the parties object the decree the parties may file an objection to the district court.

#### **6.9. Continue to Socialize the Consumer Protection Law**

Law Number 8 Year 1999 concerning Consumer Protection has been long enough in forced, which is: 17 years since it was enacted, but still many people do not know the existence of this law as a form of government efforts to protect its people who seek protection and justice as a consumer of goods and services.

Therefore, it is necessary for other parties to help the government to introduce and socialize the rules on consumer protection through mass media print and electronic media, so that the public understands the rights and obligations as consumers. Indonesian Consumer Foundation is one of the non-governmental organizations that can take on the role as well as others public organizations in the region.

## **7. Conclusion**

Based on the description in the chapter of research result and findings as the answers to the problems that arise in the introduction chapter of this writing, it can be drawn conclusion in the following matters:

- 1) The responsibility of the housing developers who give misleading information's to consumers in Jambi City are in the form of: compensation with some money; or compensation with materials and physical completion of the building.
- 2) The obstacles encountered in the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi are:
  - a. An instalment of houses deposited by consumers and through intermediary of third party for purchasing the houses on credit or cash is not received by the developer.
  - b. Consumers do not understand where to report problems encountered when they become victims of incorrect information or misleading information about houses that will be purchased by consumers;
  - c. Consumers are not continuing their case of loss, when they become victims of incorrect information or misleading information on houses that they have purchased.

- 1) Countermeasures effort to overcome the obstacles encountered in the implementation of responsibility of housing developers in giving information which misleading the consumers in Jambi City:
  - a. The consumers must really trust the person who become intermediary in the credit or cash payment of the house;
  - b. Encouraging consumers to defend their rights; and
  - c. By continuing to socialize the Consumer Protection Law.

On this occasion, the author provides some suggestions to all of us, in connection with the giving of misleading information by housing developers to consumers, as follows:

1. The House of Representative or President should review the Article 65 Paragraph 2 of Law Number 8 Year 1999. It becomes the basis of a lawsuit can be submitted to the district court. Because it is contrary to Article 54 paragraph 3 with article 54 paragraphs 3. It states that the decision of Competence of the Corporate segment of the Consume final and binding.
2. Law enforcement apparatus with Consumer Protection Law are expected to implement the sanction as regulated in the law optimally, so that consumer rights can be obeyed and respected by the housing developer.
3. Business actors or housing developers in giving information should pay close and careful attention, so that it is worth to be given to the consumer, not vice versa which then raises doubts and leads to multiple interpretations thus harming the consumers.
4. Should related parties, in this case the city government through Head of Industry Department immediately form Consumer Dispute Settlement Agency of Jambi City, so that people can quickly get legal certainty to the housing dispute they experienced?
5. The Legislative Assembly or the President should consider the provisions of Article 56 paragraph 2 of Law Number 8 Year 1999, which becomes the basis of petition that can be submitted to the district court because it is contrary to Article 54 paragraph 3 which states that the decree of Consumer Dispute Settlement Agency assembly is final and binding, in order to have legal certainty, so that the decree of Consumer Dispute Settlement Agency assembly is really final and binding.
6. The Legislative Assembly or the President should consider the provisions of Article 56 paragraph 2 of Law Number 8 Year 1999, which becomes the basis of petition that can be submitted to the district court because it is contrary to Article 54 paragraph 3 which states that the decree of Consumer Dispute Settlement Agency assembly is final and binding, in order to have legal certainty, so that the decree of Consumer Dispute Settlement Agency assembly is really final and binding.

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