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## RIGHTS AND CONSUMER OBLIGATIONS IN LEASING AGREEMENTS BASED ON CONSUMER PROTECTION LAW

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### Abstract

*Leasing agreements are one of the most popular financing alternatives in society. However, consumers are often in a weak position in this agreement. This research aims to analyze the rights and obligations of consumers in leasing agreements based on Law Number 8 of 1999 concerning Consumer Protection (UUPK). The research method used is normative juridical with a literature study approach. The results show that the UUPK provides significant protection to consumers in leasing agreements, including the right to correct and clear information, the right to choose goods, the right to compensation, and the obligation to act in good faith and pay installments according to the agreement. Nevertheless, the implementation of UUPK in the practice of leasing agreements still faces various challenges. Therefore, further efforts are needed to increase consumer awareness of their rights and obligations and effective law enforcement to realize optimal consumer protection in leasing transactions.*

**Keywords:** Agreement, Consumer, Leasing, Legal Protection.

### Abstrak

Perjanjian *leasing* merupakan salah satu alternatif pembiayaan yang populer di masyarakat. Namun, seringkali konsumen berada pada posisi yang lemah dalam perjanjian ini. Penelitian ini bertujuan untuk menganalisis hak dan kewajiban konsumen dalam perjanjian *leasing* berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK). Metode penelitian yang digunakan adalah yuridis normatif dengan pendekatan studi kepustakaan. Hasil penelitian menunjukkan bahwa UUPK memberikan perlindungan yang signifikan terhadap konsumen dalam perjanjian *leasing*, termasuk hak atas informasi yang benar dan jelas, hak untuk memilih barang, hak atas ganti rugi, serta kewajiban untuk beritikad baik dan membayar angsuran sesuai perjanjian. Meskipun demikian, implementasi UUPK dalam praktik perjanjian *leasing* masih menghadapi berbagai tantangan. Oleh karena itu, diperlukan upaya lebih lanjut untuk meningkatkan kesadaran konsumen akan hak dan kewajibannya serta penegakan hukum yang efektif untuk mewujudkan perlindungan konsumen yang optimal dalam transaksi *leasing*.

**Kata kunci:** Perjanjian, Konsumen, Leasing, Perlindungan Hukum.

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## Introduction

In a modern era where leasing has become a popular way to acquire goods or services without having to purchase them directly, consumer protection plays a key role in maintaining the balance of power between service providers and consumers. Given the significance of leasing agreements in the economy and the possible vulnerability of consumers in these transactions, a clear understanding of consumer rights and obligations under UUPK is crucial.<sup>1</sup>

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<sup>1</sup> Widodo, Wagiman, Implikasi Hukum Perlindungan Konsumen Dalam Perjanjian Leasing, *Jurnal Prisma Hukum*, Vol 8 No 7, Juli2024, h. 33. Diakses melalui <https://jurnalhost.com/index.php/jph/article/view/1460/1776>

The rapid development in the world of financing has given rise to various transaction models, one of which is leasing, which allows people to obtain goods and services. Leasing has become a common option for various consumers, both individuals and companies, to utilize productive assets without the need to make full payments upfront. In its application, a leasing agreement involves two main parties: the leasing company as the leasing party, and the consumer as the lessee. The legal relationship formed from this agreement results in a series of rights and obligations for each party involved.

However, the relationship between leasing companies and consumers often suffers from an imbalance of power. Leasing companies, which usually have greater bargaining power, run the risk of imposing agreement terms that are less favorable to consumers. This situation requires appropriate legal measures to protect the rights of consumers who are considered weaker in such transactions.

In Indonesia, consumer protection is fully regulated in Law No. 8/1999 on Consumer Protection (UUPK). The purpose of this law is to create a fair, transparent, and accountable system for consumer protection. In the context of leasing agreements, the UUPK covers various regulations governing the rights and obligations of consumers, starting from the offering stage, the implementation of the agreement, to dispute resolution.<sup>2</sup>

Given the significance of leasing agreements in the economy and the possible vulnerabilities for consumers in these transactions, a clear understanding of consumer rights and obligations under UUPK is crucial. This article aims to thoroughly investigate the rights of consumers in leasing agreements as regulated by UUPK, and to identify the obligations to be fulfilled by consumers in such agreements. Through this analysis, it is hoped that it can contribute to a better understanding of the application of UUPK in protecting consumers in leasing practices, as well as encourage fairer and more responsible leasing business practices.

Therefore, beyond a descriptive discussion of leasing agreements and consumer rights, this study emphasizes a critical examination of prevailing leasing practices and questions the effectiveness of the Consumer Protection Law (UUPK) in addressing structural imbalances between leasing companies and consumers. The persistence of standard clauses, limited consumer bargaining power, and weak enforcement mechanisms indicates that legal protection under the UUPK may not yet function optimally in practice. By directly linking the normative framework of the UUPK with empirical realities in leasing transactions, this research seeks to highlight existing gaps between law and implementation. Such an approach is expected to underscore the urgency of strengthening consumer protection in the leasing sector and to contribute meaningfully to the development of consumer

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<sup>2</sup> Triwanto, Perlindungan Hukum Konsumen Leasing Terhadap Pencantuman Klausula Baku Dalam Perjanjian Kredit, *Research Fair Unisri*, Vol 3, Number 1, Januari 2019, h. 356. Diakses melalui [https://ejurnal.unisri.ac.id/index.php/rsfu/article/view/2\\_595/2327](https://ejurnal.unisri.ac.id/index.php/rsfu/article/view/2_595/2327)

protection law that is more responsive, equitable, and capable of safeguarding consumer interests in modern financing practices.

### **Research Problems**

1. How are the Basic Principles of Consumer Protection Relevant in Leasing Agreements?
2. What is the Role of Consumer Protection Institutions in Leasing Disputes?
3. What are the Rights and Obligations of Consumers in Leasing Agreements Based on UUPK?
4. What are the Legal Implications of Violation of Rights and Obligations in Leasing Agreements?

### **Research Methods**

This research uses the normative juridical method, which is an approach that focuses on the study of applicable legal norms, both those written in legislation and those that develop in practice. This approach is used to analyze consumer rights and obligations in leasing agreements based on Law Number 8 of 1999 concerning Consumer Protection, as well as other relevant legal regulations, such as the Civil Code (KUHPerdata) and regulations of the Financial Services Authority (OJK). Data collection techniques are carried out through library research, by tracing and reviewing various legal sources and relevant literature. The data obtained is then analyzed descriptively analytically, namely describing systematically the content and meaning of the applicable regulations, and analyzing their application in the practice of leasing agreements.

### **Discussion**

#### **Basic Principles of Consumer Protection Relevant in Leasing Agreements**

Leasing as an alternative financing technique today has an important role in economic development in Indonesia. Leasing has not yet been regulated in a regulation in the form of a law. Currently, leasing regulations have not been regulated in the form of regulations at the level of laws. Leasing is regulated in POJK Number 35/POJK.05/2018 concerning the Implementation of the Financing Company Business.

According to Article 1 point (5) POJK Number 35/POJK.05/2018 concerning the Implementation of the Financing Company Business, leasing is referred to as finance lease and operating lease. Finance lease is a financing activity in the form of providing goods by a finance company for debtors to use for a certain period of time, which transfers substantially the benefits and risks of the goods financed. The term operating lease is not given a definition according to POJK Number 35/POJK.05/2018 concerning the Implementation of the Financing Company Business. According to this POJK, this finance lease is included in the category of investment financing activities<sup>3</sup> and multipurpose financing.<sup>3</sup>

In a leasing agreement there are at least 2 (two) parties, namely the lessor and the lessee. The relationship between the lessor and the lessee is a reciprocal relationship, concerning the implementation of obligations and the transfer of a

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<sup>3</sup> Pasal 1 angka (4) POJK Nomor 35/POJK.05/2018

right or demand for obligations from the enjoyment of using financing facilities. In the implementation of this leasing agreement, the possibility of default between the parties may occur. This default can occur due to:

1. The lessee delays paying the rent that should be paid or only pays after the agreed time has passed;
2. The lessee does not pay a penalty for late payment of rent or pays the penalty late;
3. The lessee is unable or unwilling to pay the rent;
4. Performing actions that clearly violate the leasing agreement without the permission of the lessor, for example transferring the leasing object to another party without the lessor's permission.<sup>4</sup>

The principles adopted in the resolution of financial institution disputes including the resolution of leasing disputes through LAPS are:

1. The principle of accessibility, namely a) alternative dispute resolution institutions have a dispute resolution service scheme that is easily accessible to consumers; b) alternative dispute resolution institutions develop communication strategies to increase consumer access to alternative dispute resolution institution services and increase consumer understanding of the dispute resolution process carried out by alternative dispute resolution institutions; c) alternative dispute resolution institutions provide services that cover all regions of Indonesia.
2. The principle of independence is a) alternative dispute resolution institutions have a supervisory organ that ensures that alternative dispute resolution institutions have met the requirements to carry out their functions; b) alternative dispute resolution institutions are prohibited from giving veto rights to their members; c) alternative dispute resolution institutions consult with relevant stakeholders in drafting or amending regulations before implementing them; d) alternative dispute resolution institutions have adequate resources to carry out their functions and do not depend on certain financial service institutions.
3. The principle of fairness is a) alternative dispute resolution institutions have rules in making decisions, with the following provisions; i) mediators really act as facilitators in order to bring together the interests of the parties to the dispute to obtain a settlement agreement; ii) adjudicators and arbitrators are prohibited from making decisions based on information that is not known to the parties; iii) adjudicators and arbitrators must provide written reasons in each decision; b) alternative dispute resolution institutions provide written reasons for the rejection of requests for dispute resolution from consumers and / or financial service institutions.
4. The principles of efficiency and effectiveness are: a) dispute resolution regulations at alternative dispute resolution institutions regulate the time period for dispute resolution; b) alternative dispute resolution institutions charge low fees to consumers in dispute resolution; c) alternative dispute resolution institutions have dispute resolution regulations that contain provisions that ensure that their members comply with and implement every decision of the alternative dispute resolution institution; d) alternative dispute resolution institutions supervise the implementation of decisions.

### **The Role of Consumer Protection Agencies in Leasing Disputes**

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<sup>4</sup> Amin Widjaja Tunggal dan Arif Djohan Tunggal, *op.cit.*, hal. 46-47.

Leasing agreements as a form of consumer financing agreement have special characteristics, namely providing convenience for consumers to obtain goods without having to pay in full at the beginning. However, in practice, many disputes arise due to the unbalanced position between consumers and business actors, especially leasing companies. This encourages the need for an active role of consumer protection institutions in providing advocacy, education, and dispute resolution in a fair and proportional manner.

1. Consumer Dispute Resolution Body (BPSK)

The Consumer Dispute Settlement Body (BPSK) was established based on Article 49 of Law Number 8 Year 1999 on Consumer Protection. BPSK has the main function of resolving disputes between consumers and business actors out of court (non-litigation) through mediation, arbitration, or conciliation. This institution is the frontline in handling consumer problems, including leasing disputes, in a fast, cheap, and simple manner.

In the context of leasing, BPSK is authorized to examine consumer complaints related to unilateral actions of leasing companies, such as forced withdrawal of goods without a judicial process. BPSK can issue binding decisions if both parties agree to comply with the settlement process offered. This is an alternative solution for consumers who do not have the financial strength or time to bring disputes to court.

Based on Article 34 paragraph (1) of the Consumer Protection Law, BPSK has the following duties:

a. Providing advice and recommendations to the government in order to formulate policies in the field of consumer protection; b. Conducting research and assessment of the prevailing laws and regulations in the field of consumer protection; c. Conducting research on goods and/or services concerning consumer safety; d. Encourage the development of non-governmental consumer protection organizations; e. Disseminate information through the media on consumer protection and socialize an attitude of partiality to consumers; f. Receive complaints about consumer protection from the public, nongovernmental consumer protection organizations, or business actors; and g. Conduct surveys concerning consumer needs.<sup>5</sup>

The duties and authorities of BPSK are regulated in Article 52 of the Consumer Protection Law, which consist of:

a. Carry out handling and settlement of consumer disputes, by way of mediation or arbitration or conciliation; b. Provide consumer protection consultation; Supervise the inclusion of standard clauses; c. Report to the public investigator if there is a violation of the provisions in the Consumer Protection Law; d. Receive complaints, both written and unwritten, from consumers about violations of consumer protection; e. Conduct research and examination of consumer protection disputes; f. Summon business actors suspected of having

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<sup>5</sup> Acep Fahmi Abdulah Sala, Peran LPKSM Al-Jabbar dalam Penyelesaian Sengketa Jaminan Fidusia Di Kabupaten Sumedang, *'Adliya*, Vol. 12, No. 2, Juni 2018, h. 112. Diakses melalui <https://www.google.com/search?q>About+https://journal.uwgm.ac.id/yuriska/article/download/137/86/177&tbm=ilp&ctx=atr&sa>

committed violations of consumer protection; g. Calling and presenting witnesses, expert witnesses and/or any person deemed to have knowledge of violations of the Consumer Protection Law; h. Requesting the assistance of investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letter g and letter h, who are not willing to fulfill BPSK's summons; i. Obtaining, examining and or assessing letters, documents, or other evidence for the purpose of investigation and/or examination; j. Deciding and determining whether or not there is a loss on the part of the consumer; k. Notifying the decision to business actors who commit violations of consumer protection; l. Imposing administrative sanctions on business actors who violate the provisions of the Consumer Protection Law.<sup>6</sup>

Members of BPKN consist of government, business actors, non-governmental consumer protection organizations, academics, and experts.

## 2. Indonesian Customers Foundation (YLKI)

YLKI is a non-governmental organization that actively supervises and assists business practices that harm consumers. In leasing disputes, YLKI is often the party that accompanies consumers to object to the actions of leasing companies that are considered to violate the law or business ethics, such as the inclusion of unbalanced standard clauses, or arbitrary withdrawal of goods.

YLKI also conducts public education through seminars, annual reports, and publications that analyze complaint trends in the consumer financing sector. In some cases, YLKI encourages leasing companies to revise standard agreements to make them more transparent and fair, in accordance with the principles of corporate social responsibility (CSR) and compliance with consumer protection laws.

## 3. Non-Governmental Consumer Protection Organization (LPKSM)

In addition to YLKI, there is also a non-governmental consumer protection organization (LPKSM) registered with the Ministry of Trade. LPKSM plays a role in providing legal assistance, submitting consumer complaints to relevant parties, and disseminating information about consumer rights and obligations. In the case of leasing, LPKSM can help consumers identify clauses that violate the principle of contractual fairness, as well as encourage amicable settlement between the disputing parties.<sup>7</sup>

The following are the duties of LPKSM as stipulated in Article 44 paragraph (3) of the Consumer Protection Law:

a. Disseminate information in order to increase awareness of the rights and obligations and prudence of consumers in consuming goods and / or services; b. Provide advice to consumers who need it; c. Cooperate with relevant agencies in an effort to realize consumer protection; d. Assist

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<sup>6</sup> Dimas Ihza Bagus Windara, Widhi Cahyo Nugroho, *Penyelesaian Sengketa Oleh Lembaga Perlindungan Konsumen Dalam Memberikan Perlindungan Terhadap Hak-Hak Konsumen di Industri Perbankan*, *Journal Of Social Science Research*, Volume 4 Nomor 1 Tahun 2024, h. 8. Diakses melalui <https://repository.untag-sby.ac.id/29012/7/LoA.pdf>

<sup>7</sup> Hapsari, Diah, "Klausul Baku dalam Perjanjian Konsumen: Studi Kasus Leasing Kendaraan Bermotor", *Jurnal Ilmu Hukum*, Vol. 7, No. 1, 2021, hlm. 87.

consumers in fighting for their rights, including receiving complaints or consumer complaints; and e. Conduct joint supervision with the government and the public on the implementation of consumer protection.

4. Evaluation of the Role of Consumer Protection Agencies

Although the role of these institutions is very important, their effectiveness still faces various challenges. One of them is the limited human resources and operational budget, especially in regions that do not yet have BPSK offices. In addition, not all leasing companies are willing to submit to the mediation or arbitration process proposed by BPSK, because it is still voluntary if there is no prior agreement.

Nevertheless, the presence of these institutions remains an important support for consumer protection in Indonesia, particularly in the leasing sector which has a high complaint rate. With the synergy between BPSK, YLKI, and LPKSM, it is expected that the settlement of leasing disputes can be conducted in a more fair and balanced manner.

Based on the creditor's bookkeeping records, the creditor is entitled to determine the entire the amount of the debtor's obligations in the form of principal loans, remaining principal loans, interest, fines, auction/sale costs, honorarium for lawyers/powers of attorney, including but not limited to collect, including but not limited to other costs incurred in connection with this agreement, become the burden and responsibility of the debtor. Arising in connection with this agreement shall be borne and must be paid by the debtor. By the debtor, the debtor hereby waives all of his rights to submit objections or demands for:

1. Surrender of collateral; 2. Calculation given by the creditor on the proceeds of the sale of collateral and deduction; 3. The amount of the obligation or remaining interest obligation and; 4. Other costs / fines and costs related to the acceptance and sale of collateral with the receipt and sale of collateral (Mandiri Utama Finance financing agreement).

**Consumer Rights and Obligations in Leasing Agreements Based on UUPK.**

a. Right to True, Clear, and Honest Information (Article 4 letter a of UUPK). Consumers are entitled to obtain complete and accurate information about all aspects of the leasing agreement before signing it. This includes:

1. The identity of the lessor; 2. A complete description of the leasing object; 3. Financing value, interest rate, interest calculation, and total cost to be paid by the consumer during the leasing period; 4. Installment payment schedule; 5. Other costs that may arise (e.g. administration fee, insurance fee, withdrawal fee); 6. Rights and obligations of consumers and lessors; 7. Provisions regarding default and its consequences; 8. Options that the consumer has at the end of the leasing period (e.g. purchase option).

b. The Right to Choose Goods and/or Services and to Obtain the Goods and/or Services in Accordance with the Exchange Value and the Conditions and Guarantees Promised (Article 4 letter b of UUPK).

Consumers have the right to choose the leasing object and financing scheme that best suits their needs. In addition, consumers have the right to

obtain the leasing object in a condition that is in accordance with what was promised and functions as it should. If there is a guarantee related to the leasing object, consumers are entitled to the guarantee.

- c. Right to Security, Safety, and Health in Consuming Goods and/or Services (Article 4 letter c of UUPK).

Although ownership of the leasing object has not fully transferred to the consumer during the agreement period, the consumer is entitled to security and safety in the use of the object in accordance with its designation. The lessor is responsible for ensuring that the leasing object is fit and safe for use.<sup>8</sup>

- d. The Right to be Heard and to Complain about the Goods and/or Services Used (Article 4 letter d of UUPK).

If consumers have complaints related to the leasing agreement or the leasing object, they have the right to convey these complaints to the lessor and expect a favorable response and resolution. Lessors are obliged to provide a consumer complaint mechanism.

- e. The Right to Obtain Advocacy, Legal Aid, and Protection in Efforts to Properly Settle Consumer Protection Disputes (Article 4 letter e of UUPK).

In the event of a dispute with the lessor, consumers have the right to obtain assistance from consumer protection agencies or other legal aid to fight for their rights.

- f. Right to Consumer Development and Education (Article 4 letter f of UUPK).

Consumers have the right to obtain information and education regarding their rights and obligations as consumers in leasing transactions.

- g. The Right to be Treated or Served Properly and Honestly and Non-Discriminatory (Article 4 letter g of UUPK).

Lessors are obliged to treat consumers properly, honestly, and not discriminate based on race, religion, ethnicity, class, gender, social status, physical condition, or economic status.

- h. The Right to Receive Indemnification, Compensation or Replacement, If the Goods and/or Services Received Are Not in Accordance with the Agreement or Not as They Should Be (Article 4 letter h of UUPK).

If consumers experience losses due to the incompatibility of the leasing object with the agreement or the existence of hidden defects that are not informed, consumers have the right to claim compensation from the lessor.

- i. Other Rights Regulated in Other Legislation.

In addition to the rights explicitly mentioned in the UUPK, consumers in leasing agreements also have other rights regulated in related laws and regulations, such as regulations on finance companies.<sup>9</sup>

Business actors in offering goods and or services intended for trade are prohibited from making or including standard clauses in every document and/or agreement if:

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<sup>8</sup> Yulia Susantri, *Perlindungan Terhadap Hak-Hak Konsumen Dalam Perspektif Hak Asasi Manusia*, *Constitutio: Jurnal Riset Hukum Kenegaraan & Politik*, Volume 1, Nomor 1, Juni 2022, h. 48.

<sup>9</sup> Anak Agung Sagung Ngurah Indradewi, *Hukum Perlindungan Konsumen*, (Bali: udayana univers ty press, 2020), h.30.

- a. Stating the transfer of responsibility of the business actor; b. Stating that business actors have the right to refuse the return of goods purchased by consumers; c. Stating that business actors have the right to refuse the return of money paid for goods and/or services purchased by consumers; c. Stating that business actors have the right to refuse the return of money paid for goods and/or services purchased by consumers. purchased by the consumer; d. Stating the granting of power of attorney from consumers to business actors either directly or indirectly to take all unilateral actions related to the goods purchased by the consumer in installments; f. Regulate the matter of proof of loss of usefulness of goods or utilization of services purchased by consumers; g. Give the right to business actors to reduce the benefits of services or reduce the consumer's property which is the object of sale and purchase of services;
1. Obligations of Consumers in Leasing Agreements Under UUPK.
    - a. Obligation to Read and Understand the Content of the Agreement (Implication of the Principles of Freedom of Contract and Consumer Protection).

Although UUPK emphasizes more on consumer protection, consumers implicitly have the obligation to read and understand carefully all clauses in the leasing agreement before signing it. This is important so that consumers know their rights and obligations clearly and the consequences of each provision.
    - b. Obligation to Pay in accordance with the Agreement (Article 5 letter a of UUPK).

Consumers have an obligation to pay a certain amount of money (installments) regularly according to the schedule and amount agreed upon in the leasing agreement. Delay or failure to pay can have consequences such as fines, late interest, and withdrawal of the leasing object.
    - c. Obligation of Good Faith in Transactions (Implication of the Principle of Good Faith in Civil Law).

Consumers are expected to act in good faith during the term of the leasing agreement. This means that consumers must be honest in providing information, not hide important facts, and strive to fulfill their obligations in accordance with the spirit of the agreement.<sup>10</sup>
    - d. Obligation to Use Goods/Services in accordance with the Designation and Not in Violation of the Law (Implication of Responsibility for Use).

Consumers who use leasing objects have an obligation to use them in accordance with the agreed purpose and not for unlawful activities. For example, if the leasing object is a vehicle, consumers are obliged to use it in accordance with applicable traffic regulations.
    - e. Obligation to Maintain Leased Goods (Can be Included in the Agreement).

Although the ownership of the leasing object is still with the lessor during the agreement period, the consumer as the party using the goods often has an obligation to maintain and maintain the condition of the leasing

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<sup>10</sup> Aprilianti, Perjanjian Sewa Guna Usaha Antara Lessee dan Lessor, *Fiat Justisia Jurnal Ilmu Hukum*, Volume 5 No.3, September – Desember 2011, h. 321.

object so that it does not suffer damage beyond the limits of reasonable use. Details regarding this maintenance are usually regulated in the agreement.

- f. Obligation to Provide True and Honest Information (Implication of the Information Disclosure Principle).

When applying for leasing and during the agreement period, consumers have the obligation to provide true and honest information to the lessor, especially related to identity, financial capability, and use of the leasing object.

- g. Obligation Not to Abuse Agreed Standard Clauses (Article 7 letter d of UUPK).

Although UUPK protects consumers from harmful standard clauses, consumers also have an obligation to respect and not abuse standard clauses that have been agreed upon legally and are not contrary to statutory provisions.

### **Legal Implications of Violation of Rights and Obligations in Leasing Agreements.**

1. Default and its sanctions

Default occurs when one of the parties, usually the lessee, fails to fulfill its obligations such as paying rent installments on time, not paying late fees, or committing other violations such as transferring the leasing object without the lessor's permission. The consequences of this default can be:

- a. Claim for compensation by the lessor to the lessee; b. Cancellation of the leasing agreement by the lessor; c. Return of the leasing object to the lessor; d. Collection of all unpaid installments and fees; e. Fulfilling the agreement if it can still be done or canceling the agreement accompanied by payment of compensation (Article 1267 of the Civil Code), this applies to all obligations; f. Paying court costs if the case is brought before a judge (Article 181 (1) HIR). Lessees who are proven to have made defaults are certainly involved in the case, this provision applies to all obligations.

Although leasing agreements usually do not allow for unilateral termination, a lessee's default entitles the lessor to unilaterally terminate the agreement and assert its contractual rights.

2. Compliance with the Law and the Principle of Freedom of Contract.

Leasing agreements must meet the legal requirements according to Article 1320 of the Civil Code and must not conflict with law, decency, and public order (Article 1337 of the Civil Code). For example, in motor vehicle leasing, the ownership of the leasing object juridically must comply with the provisions of Law No. 22 of 2009 concerning Road Traffic and Transportation. If not, the leasing agreement can be considered null and void.

3. Consumer Protection and Transparency Obligation.

Leasing companies must provide protection to consumers by: a. Providing contract information that is transparent and easy to understand; b. Protecting consumers from unfair practices; c. Providing consumers with the right to file a

complaint and cancel the contract if necessary.<sup>11</sup> This aims to create a fair and equitable business relationship between leasing companies and consumers.

#### 4. Transfer of Leasing Object without Approval

The transfer of the leasing object to a third party without the lessor's consent is a violation that can result in criminal sanctions in accordance with Article 36 of Law No. 42 Year 1999 on Fiduciary, which is a maximum imprisonment of 2 years and a fine of up to IDR 50 million. Therefore, the transfer of the leasing object must be carried out in accordance with the contract and the consent of the parties.

#### 5. Dispute Resolution

In the event of a violation or non-performing loan, settlement can be made through: a. Non litigation channels such as negotiation, mediation, or consultation; b. The litigation route by filing a lawsuit in court.<sup>12</sup> Finance companies usually prioritize persuasive settlements to avoid lengthy legal proceedings. Article 18 paragraph (1) of UUPK states that business actors in offering goods and or services intended for trade are prohibited from make or include standard clauses in every document and/or agreement if it states the transfer of responsibility of the business actor. Agreement if it states the transfer of responsibility of the business actor. The provisions of letter (b) and so on actually provide examples of the forms of transfer of responsibility, such as business actors can reject delivery of goods purchased by consumers or refuse to deliver the money paid and so on back the money paid and so on.

### Conclusion

In leasing agreements, consumers have rights protected by the Consumer Protection Law, including the right to obtain correct, clear and honest information about the goods and services obtained, the right to be treated fairly and non-discriminatory, and the right to obtain compensation if the goods or services are not in accordance with the agreement. Therefore, consumers must be smart and careful consumers in signing leasing agreements, while business actors must be responsible and comply with legal provisions in order to create balance and justice in leasing contractual relationships. Overall, the Consumer Protection Law provides a strong legal foundation to safeguard consumer rights in leasing agreements, while emphasizing consumer obligations so that transactions run safely, fairly and transparently.

### Suggestion

To further realize legal certainty and protection of the parties in the leasing agreement (leasing) there should be a separate law that specifically regulates leasing leasing that provides arrangement in detail and as guidelines for the parties to compile what clauses should and should not be included as well as may and may

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<sup>11</sup>Gunawan Widjaja & Ahmad Yani, *Hukum tentang Perlindungan Konsumen*, Gramedia Pustaka Utama, Jakarta, 2001, hlm.53.

<sup>12</sup> Ni Luh Ayu Regita Cahyani, I Nyoman Putu Budiarta dkk, *Perlindungan Hukum Bagi Perusahaan Leasing Terhadap Debitur Wanprestasi*, *Jurnal Preferensi Hukum*, Vol. 2, No. 2 – Juli 2021, h. 257.

not be included as well as strict legal sanctions against the parties parties if the agreement contrary to the law, good morals and public order.

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