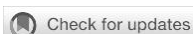




Rethinking Consumer Protection in Commercial Property Transactions: Lessons from Double-Sale Kiosk Agreements

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ABSTRACT

Purpose of the study: This study examines the legal protection afforded to consumers in kiosk sale-purchase agreements executed at New Makassar Mall, Makassar, Indonesia, with specific attention to the adequacy of under-hand deed (akta di bawah tangan) agreements and the application of Law No. 8 of 1999 on Consumer Protection (Undang-Undang Perlindungan Konsumen, UUPK). The research investigates the legal vulnerabilities arising from the re-sale of a commercial kiosk by the business actor (PT. Melati Tunggal Inti Raya) to a second consumer, without the knowledge of the first consumer, and assesses the legal consequences under both civil law and consumer protection frameworks.

Methodology: A normative-empirical legal research design was adopted. Data were collected through structured focused interviews with key informants — including the corporate General Affair officer of PT. Melati Tunggal Inti Raya, the First Consumer (H. Ilham Rasyid), and the Second Consumer (H. Alimuddin) — supplemented by documentary analysis of the Sale-Purchase Binding Agreements (Perjanjian Pengikatan Jual Beli, PPJB) and relevant legal instruments. Data were analysed using qualitative-descriptive methods with a deductive approach, cross-referencing primary legislative sources, including the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, KUHPerdata) and the UUPK.

Results: The sale-purchase agreements for both the First Consumer (PPJB No. 00494/MTIR-PPJB/LD-BS-B/VII/2017) and the Second Consumer (PPJB No. 00565/MTIR-PPJB/LD-A/II/2019) were executed as under-hand deed agreements. The Second Consumer's PPJB was subsequently notarially registered, while the First Consumer's was neither registered nor physically delivered to the consumer. The business actor resold the kiosk units to the Second Consumer without disclosure to the First Consumer, constituting violations of the good faith principle and the consumer's right to information under Articles 4 and 7 of the UUPK. However, the First Consumer was found legally unprotected partly due to their own non-fulfillment of installment payment obligations, as stipulated in the PPJB and consistent with the principle of reciprocal obligation under Articles 1266–1267 of the KUHPerdata.

Conclusions: The study concludes that consumer legal protection in commercial kiosk transactions in Indonesia remains structurally deficient, particularly where under-hand deed agreements are used without notarial registration or physical delivery of agreement copies to consumers. The mutual obligation principle under Indonesian contract law creates a dual vulnerability in which consumers may lose both their material investment and their legal standing when installment defaults occur. Regulatory reform requiring mandatory notarial registration of all commercial property PPJBs and obligatory disclosure of agreement copies to consumers is urgently recommended.

Keywords:

consumer protection; sale-purchase agreement; under-hand deed; kiosk transaction; Indonesian consumer law; commercial property; legal protection.

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INTRODUCTION

The dynamic expansion of commercial retail infrastructure across Indonesian urban centres has precipitated an increasingly complex landscape of property-based consumer transactions, within which the legal rights of ordinary buyers remain inadequately protected (Agustin et al., 2022; Susanti & Mulyadi, 2023). Among the most commercially active settings for such transactions are multi-floor shopping centres and trade malls, where developers and property management companies engage in the sale of commercial kiosk units to retail traders through preliminary sale-purchase agreements known as Perjanjian Pengikatan Jual Beli (PPJB). These agreements, which are commonly executed prior to the completion of construction and the issuance of formal land-right certificates, occupy a legally ambiguous position in the Indonesian property transaction framework — one that creates significant exposure for consumers, particularly in the absence of robust enforcement of consumer protection legislation (Hamid, 2017; Miru & Yodo, 2017)

The legal architecture governing consumer transactions in Indonesia rests principally on two foundational instruments: Law No. 8 of 1999 on Consumer Protection (Undang-Undang Perlindungan Konsumen, hereinafter UUPK) and the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, hereinafter KUHPerdata). The UUPK establishes a comprehensive normative framework intended to elevate consumer dignity, strengthen consumer awareness and empowerment, and create a system of legal certainty and information transparency in commercial transactions (Kristiyanti, 2019; Muthiah, 2018). Pursuant to Articles 4 through 7, the UUPK enumerates the rights and obligations of consumers and business actors alike, affirming consumers' rights to safety, accurate information, legal redress, and equitable treatment (Ardianti & Apriani, 2023, p. 59; Tsary, 2023, p. 55). The KUHPerdata, particularly in Articles 1320, 1338, and 1457, provides the foundational civil law requirements for the validity, binding force, and enforcement of sale-purchase agreements.

Despite the existence of this dual legal framework, empirical evidence from Indonesian commercial property markets reveals persistent structural gaps in the protection of consumer interests during kiosk sale transactions (Rosmawati, 2018). These gaps are compounded by several characteristic features of PPJB-based transactions: the predominant use of under-hand deed agreements (akta di bawah tangan) rather than authentic notarial deeds (akta autentik); the failure of business actors to furnish consumers with physical copies of executed agreements; the inclusion of one-sided contractual clauses that disproportionately favour developers; and the waiver of consumer-protective provisions such as Articles 1266–1267 of the KUHPerdata, which govern judicial cancellation of bilateral contracts (Djamil, 2016; Ibrahim & Sewu, 2004). These structural deficiencies expose consumers to material and juridical harm when business actors engage in conduct that violates the principles of good faith and transparency.

The case of New Makassar Mall, situated in the heart of the historical commercial district of Makassar, South Sulawesi, Indonesia, presents a compelling empirical site for the examination of these legal vulnerabilities. Developed and managed by PT. Melati Tunggal Inti Raya, the mall — formerly known as Blok A Makassar Mall or Pasar Sentral Makassar — is built upon a parcel of state-owned land held under a Land Use Right Certificate (Hak Guna Bangunan, HGB No. 20251, dated 31 May 2013), situated above a Management Right (Hak Pengelola Lahan, HPL No. 01, dated 6 February 1992), and allocated to the Makassar City Government pursuant to Agreement No. 044/511/SP/HK (dated 26 July 1991) (Gatra et al., 2018; Machmud et al., 2023, p. 7). Commercial kiosks within the mall are classified as non-residential apartment units (Satuan Rumah Susun Bukan Hunian) under Indonesian strata-title law, and their sale is governed by the applicable provisions of the UUPK, the KUHPerdata, and the Apartment Law (Undang-Undang Rumah Susun (Situmorang et al., 2018, p. 124)).

The specific legal dispute under investigation arose from the conduct of PT. Melati Tunggal Inti Raya in executing PPJB No. 00494/MTIR-PPJB/LD-BS-B/VII/2017 with a first consumer (H. Ilham Rasyid) on 26 July 2017, for the purchase of four kiosk units (DD.22, DD.23, BC.8, and BC.3a) at a total contract price of IDR 1,500,000,000 (one billion five hundred million rupiah), payable in 24 monthly installments via Bank Guarantee (Bilyet Giro). Subsequently — without the knowledge or consent of the first consumer — the developer entered into a second agreement, PPJB No. 00565/MTIR-PPJB/LD-A/II/2019, with a second consumer (H. Alimuddin) on 13 February 2019 for the same kiosk units. The second agreement was registered in the notarial Letter Registration Book (Buku Pendaftaran Surat di Bawah Tangan) under Number 146/10/2020 (RI) on 16 September 2020, a procedural step entirely absent in the first transaction. Critically, the first consumer was never furnished with a copy of the original PPJB and received no formal notification of the re-sale, learning of the transaction only through third-party communication — a circumstance that constitutes a manifest violation of the consumer's statutory right to information under Article 4(c) of the UUPK (Hamid, 2017; Sidabalok, 2010).

The complexity of this case lies in its dual dimension of legal harm. From a material standpoint, the first consumer suffered direct financial loss through the effective divestment of kiosk units for which partial payment had been made (Krykun et al., 2017, p. 617; Subagyo et al., 2023, p. 26). From a juridical standpoint, however, the first consumer's legal position was weakened by the non-fulfillment of installment payment obligations, a fact that activates the contractual cancellation provisions under Article 2(d) of the PPJB and broadly aligns with the reciprocal obligation doctrine of Articles 1266–1267 of the KUHPerdata, which the agreement had in any case sought to pre-emptively waive (Lestari et al., 2024). This interplay of consumer rights, contractual obligations, and procedural irregularity raises critical questions about the adequacy of Indonesian consumer protection law as applied to commercial property PPJBs, and underscores the need for systemic reform.

Scholarship on consumer protection in Indonesian property transactions has, to date, remained largely doctrinal, focusing on the normative interpretation of the UUPK and the KUHPerdata without engaging the empirical realities of commercial mall transactions (Hernoko, 2016; Simanjuntak, 1999). International comparative literature on consumer protection in real estate and commercial property transactions, while more empirically grounded, has seldom been applied to the Indonesian context — particularly the unique legal hybrid of PPJB agreements and strata-titled commercial units (Nasreen & Nabi, 2022; Phan et al., 2023; Yip & Ho, 2021). The present study addresses this gap by providing a normative-empirical analysis of consumer legal protection in kiosk PPJB transactions at New Makassar Mall, contributing to both Indonesian legal scholarship and comparative consumer protection literature.

This study pursues two primary objectives: (1) to examine and characterise the forms of sale-purchase agreements entered into between the parties at New Makassar Mall, with specific focus on the legal status and procedural adequacy of the PPJB instruments executed; and (2) to critically analyse the extent of legal protection afforded to consumers in kiosk sale-purchase transactions at New Makassar Mall, evaluated against the normative standards of the UUPK, the KUHPerdata, and broader principles of good faith and legal certainty (asas itikad baik and asas kepastian hukum). The findings of this research are expected to contribute meaningfully to legislative discourse on mandatory notarial registration of commercial PPJBs, the enforceability of information disclosure obligations under the UUPK, and the design of more equitable consumer protection mechanisms in Indonesian commercial property markets.

METHODOLOGY

Research Design

This study employed a normative-empirical legal research design (*penelitian hukum normatif-empiris*), a methodological approach widely recognised in Indonesian legal scholarship as appropriate for examining law both in its doctrinal formulation and in its practical application within social and institutional contexts (Amiruddin & Asikin, 2016; Marzuki, 2007). The normative dimension entailed a systematic analysis of primary legislative texts, including Law No. 8 of 1999 on Consumer Protection (UUPK), the Indonesian Civil Code (KUHPerdata), and relevant secondary legal materials such as legal textbooks, academic commentaries, and peer-reviewed journal articles. The empirical dimension involved the collection and analysis of field data from key informants directly implicated in the kiosk transaction dispute at New Makassar Mall.

Research Setting

The research was conducted at two primary sites: (1) New Makassar Mall (Blok A Makassar Mall / Pasar Sentral Makassar), located in the Central Business District of Makassar City, South Sulawesi Province, Indonesia; and (2) the corporate offices of PT. Melati Tunggal Inti Raya, the developer and business actor in the disputed transactions. These sites were selected purposively based on the relevance of the ongoing kiosk sale-purchase dispute to the research questions.

Data Sources

Data were drawn from two primary categories. Primary data were collected through focused, semi-structured interviews (*wawancara terfokus*) with three key informants: (a) Mr. Melki, General Affair Officer of PT. Melati Tunggal Inti Raya; (b) Dr. Ir. H. Ilham Rasyid, M.Si., the First Consumer; and (c) H. Alimuddin, the Second Consumer. In addition, documentary data were obtained from the PPJB instruments — specifically PPJB No. 00494/MTIR-PPJB/LD-BS-B/VII/2017 and PPJB No. 00565/MTIR-PPJB/LD-A/II/2019 — and from corporate and notarial records associated with the transactions. Secondary data comprised legal textbooks, statutory instruments, jurisprudential materials, and peer-reviewed scholarship pertaining to consumer protection law, contract law, and property law in Indonesia.

Data Collection

Primary data collection was conducted through: (1) focused interviews (*wawancara terfokus*) guided by a pre-prepared interview protocol addressing the forms, contents, and legal adequacy of the PPJB agreements and the parties' experiences of the transaction process; and (2) documentary analysis of original PPJB texts, payment records (*Bilyet Giro* schedules), and notarial registration records. Document analysis followed a systematic content-coding protocol designed to identify contractual clauses relevant to consumer protection, payment obligations, dispute resolution mechanisms, and the waiver of civil law protections under the KUHPerdata.

Data Analysis

Data were analysed using a qualitative descriptive method, wherein empirical findings were systematically interpreted in light of the normative framework provided by the UUPK and the KUHPerdata. A deductive analytical approach was employed, moving from general legal principles — including the principles of good faith (*asas itikad baik*), legal certainty (*asas kepastian hukum*), balance (*asas keseimbangan*), and consumer protection (*asas perlindungan konsumen*) — to specific conclusions regarding the legal protection afforded to the consumers in this case. The analysis was structured around two research questions: (1) the form and legal validity of the PPJB agreements; and (2) the extent of consumer legal protection in the kiosk transactions under applicable law.

RESULTS

Forms of Sale-Purchase Agreement at New Makassar Mall

The documentary analysis of the two PPJB instruments reveals that both agreements were executed in the form of under-hand deeds (*akta di bawah tangan*), consistent with Article 1874 of the KUHPerdata, which defines an under-hand deed as a written instrument signed and executed by the parties without the intermediation of a public official or notary. Importantly, neither agreement was executed in the form of an authentic deed (*akta autentik*) as defined under Article 1868 of the KUHPerdata, which would require execution before a competent public official (*notaris* or *PPAT* — *Pejabat Pembuat Akta Tanah*) in accordance with prescribed statutory requirements. This distinction has significant evidentiary and legal consequences in the event of a dispute (Adibah et al., 2022, p. 908; Febrianty et al., 2025).

PPJB No. 00494/MTIR-PPJB/LD-BS-B/VII/2017, executed on 26 July 2017 between PT. Melati Tunggal Inti Raya (represented by its President Director, Benidiktus L. Bawotong) and the First Consumer (Ir. H. Ilham Rasyid, M.Si.), governs the sale of four kiosk units (DD.22, DD.23, BC.8, BC.3a) at a total price of IDR 1,500,000,000, payable in 24 monthly installments via *Bilyet Giro*. This PPJB was never registered with any notarial office, and, critically, a copy of the executed document was never delivered to the First Consumer — a procedural omission that the First Consumer confirmed during interview. The developer retained sole custody of the original agreement (Asror & Mardani, 2025; Bella et al., 2025). PPJB No. 00565/MTIR-PPJB/LD-A/II/2019, executed on 13 February 2019 between PT. Melati Tunggal Inti Raya and the Second Consumer (H. Alimuddin), pertained to the same kiosk units. This agreement was subsequently registered in the notarial Letter Registration Book (*Buku Pendaftaran Surat di Bawah Tangan*) maintained by Notary Nova Lestari Soleh, under registration number 146/10/2020 (RI) on 16 September 2020, thereby affording it enhanced evidentiary standing under Article 1874 of the KUHPerdata. Table 1 presents a comparative overview of the two agreements.

Table 1. Comparative Analysis of PPJB Agreements: First Consumer vs. Second Consumer

Aspect	First Consumer (PPJB No. 00494)	Second Consumer (PPJB No. 00565)
Date of Agreement	26 July 2017	13 February 2019
Agreement Type	Under-hand deed (<i>akta di bawah tangan</i>)	Under-hand deed, notarially registered

Notarial Registration	Not registered	Registered in Book No. 146/10/2020 (RI)
Object	4 kiosk units (DD.22, DD.23, BC.8, BC.3a)	Same kiosk units, re-sold
Transaction Value	IDR 1,500,000,000 (installment, 24 months)	Not disclosed in thesis
Payment Compliance	Non-compliant (installments not paid)	Compliant
PPJB Possession	Consumer never received copy	Consumer holds registered copy
Legal Standing	Materially harmed; legally weaker	Legally protected; stronger standing
Information Disclosure	Not informed of re-sale	Informed prior to agreement

Interview data further revealed that prior to the execution of the PPJB, the business actor and the First Consumer had reached a Gentlemen's Agreement (an informal, pre-contractual understanding) regarding the payment schedule and the timeline for certificate issuance. This informal arrangement was not legally formalised, and its existence was confirmed solely through the testimony of the First Consumer (Amzari et al., 2022; Sasmitaningrum et al., 2025, p. 63). The developer did not acknowledge this arrangement during interviews. The PPJB itself contained a unilateral cancellation clause (Article 2(d)), which permitted the developer to void the agreement and forfeit all payments made by the consumer in the event of installment default, delayed signing of the authentic deed, or voluntary withdrawal — without requiring judicial approval, effectively waiving Articles 1266–1267 of the KUHPerdata, which mandate court authorisation for the termination of synallagmatic contracts.

Consumer Legal Protection in the Kiosk Sale-Purchase Transactions

Analysis of the legal protection afforded to the First Consumer across the five normative dimensions enumerated in the research framework — (1) consumer protection principles, (2) contractual clauses, (3) waiver of Articles 1266–1267 KUHPerdata, (4) information disclosure obligations, and (5) the evidentiary status of the PPJB — reveals a systematic absence of effective legal protection. First, with respect to consumer protection principles under Articles 2 and 3 of the UUPK, the business actor's conduct in re-selling the kiosk units to a second consumer without notification to the first consumer was found to be incompatible with the principle of justice (*asas keadilan*), the principle of legal certainty (*asas kepastian hukum*), and the principle of balance (*asas keseimbangan*). The failure to provide the First Consumer with a copy of the PPJB directly contravenes the principle of information transparency and open access embedded in Article 3(d) of the UUPK, which mandates the creation of a consumer protection system 'containing elements of legal certainty and transparency of information and access to obtaining information' (Purba & Sinaga, 2021, p. 349; Tjipto et al., 2021, p. 10). Second, the contractual structure of the PPJB disproportionately favoured the business actor. Key clauses — including the automatic forfeiture of all consumer payments upon default (Article 2(d)(i) and (ii) of the PPJB), the developer's unilateral authority to alter kiosk specifications and zoning designations, and the consumer's prospective waiver of liability claims arising from certificate issuance delays — constituted standard-form contract terms that effectively stripped the consumer of substantive contractual protections (Ben-Shahar & Schneider, 2010, p. 12; Cornelius, 2018, p. 6). Such clauses are arguably inconsistent with Article 18 of the UUPK, which prohibits the inclusion of standard clauses (*klausula baku*) that transfer the burden of proof to the consumer, deprive consumers of their rights, or impose penalties without equivalent obligations on the business actor. Third, the waiver of Articles 1266 and 1267 of the KUHPerdata — embedded within the PPJB — deprived the First Consumer of the right to seek judicial cancellation of the agreement in the event of the business actor's non-performance, and denied the consumer the judicial forum necessary to claim damages. Indonesian jurisprudence has increasingly recognised the problematic nature of such blanket waivers in standard-form commercial contracts, particularly where the power asymmetry between developer and consumer is pronounced (Admiral et al., 2025; Lagioia et al., 2022, p. 498). Fourth, the business actor's failure to disclose the re-sale of the kiosk units to the First Consumer constitutes a violation of the business actor's duty of good faith (*asas itikad baik*) under Article 7(a) of the UUPK, which obliges business actors to act in good faith in the conduct of their commercial activities. Good faith, in the context of Indonesian contract law, is interpreted broadly to encompass not merely the absence of fraudulent intent but an affirmative obligation of candour, transparency, and fair dealing toward contracting parties (Banaba et al., 2024; Siregar, 2026). The business actor's conduct in executing a second PPJB for the same commercial units without informing the first contracting party falls manifestly short of this standard. Fifth, the absence of notarial registration of the First Consumer's PPJB significantly diminished its evidentiary weight in any potential dispute proceeding. Whereas the Second Consumer's PPJB, once notarially registered, acquired the status of an under-hand document with acknowledged authenticity (date and signature), the First Consumer's document — of which no copy was even in the consumer's possession — could not readily serve as evidence of the contractual relationship in proceedings before the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen, BPSK) or a civil court (Nagy, 2022, p. 106; Sari et al., 2026; Козлова, 2019, p. 48).

Notwithstanding the foregoing violations, the First Consumer's legal standing was materially weakened by the non-fulfillment of installment payment obligations under the PPJB. Interview data confirmed that the First Consumer had ceased payment of the Bilyet Giro installments prior to the execution of the second PPJB, a fact that activated the automatic cancellation and forfeiture provisions of Article 2(d) of the PPJB. The developer thus maintained that, from a strict contractual standpoint, the re-sale of the kiosk units was legally permissible once the First Consumer had defaulted on payments. This position, while legally defensible in narrow contractual terms, does not extinguish the procedural and disclosure violations committed by the business actor in the conduct of the re-sale transaction.

DISCUSSION

Interpreting the Research Findings

The findings of this study present a multidimensional picture of consumer vulnerability in Indonesian commercial kiosk transactions that cannot be adequately explained by reference to any single legal doctrine or regulatory failure. Rather, the case of New Makassar Mall illuminates the convergence of three distinct but interrelated structural deficiencies in the Indonesian consumer protection regime as it applies to PPJB-based commercial property transactions: (1) the normative adequacy gap between the

UUPK's consumer rights protections and the practical realities of standard-form commercial contracts; (2) the procedural vulnerability created by the widespread use of unregistered under-hand deed agreements; and (3) the dual liability trap that arises when a consumer's failure to perform contractual obligations simultaneously activates forfeiture provisions and extinguishes their access to consumer protection remedies. The first deficiency — the normative adequacy gap — is particularly striking in the context of the standard-form PPJB clauses examined in this study. Article 18 of the UUPK expressly prohibits the use of standard clauses that transfer the burden of proof to consumers, deprive consumers of their rights, or bind consumers to rules that may be altered unilaterally by the business actor. Yet the PPJB instruments employed by PT. Melati Tunggal Inti Raya incorporated precisely such clauses: automatic forfeiture of all consumer payments upon default; unilateral developer authority to modify kiosk specifications; and the pre-emptive waiver of the consumer's right to judicial cancellation under Articles 1266–1267 of the KUHPperdata. These findings corroborate the concerns raised by [Rosmawati \(2018\)](#); [Muthiah \(2018\)](#); [Kristiyanti \(2019\)](#) regarding the systematic inadequacy of standard-form contract enforcement in Indonesian commercial property markets. The second deficiency — procedural vulnerability arising from the under-hand deed format — is both legally significant and empirically well-evidenced. In comparative legal systems, including those of Malaysia and the Philippines, preliminary sale-purchase agreements for commercial strata-titled units are subject to mandatory registration requirements and statutory standard-form templates that safeguard consumer interests ([Asror & Mardani, 2025](#); [Bella et al., 2025](#); [Sasmitaningrum et al., 2025](#), p. 65). Indonesian law, by contrast, does not impose a universal registration obligation on commercial PPJBs, creating a regulatory lacuna that enables business actors to retain sole custody of agreement documents, obscure the transaction history of commercial units, and conduct multiple concurrent or sequential sales with reduced risk of legal accountability. The notarial registration of the Second Consumer's PPJB in this case — and the complete absence of equivalent steps for the First Consumer — powerfully illustrates the asymmetric procedural protection that this lacuna generates.

Comparison with Antecedent Studies

The findings of this study are broadly consistent with, while also extending, the existing body of Indonesian consumer protection scholarship. [Rosa et al. \(2025\)](#); [Milenio et al. \(2025\)](#) have previously identified the structural power imbalance between commercial property developers and individual consumers as a persistent challenge for Indonesian consumer law. The present study enriches this literature by providing granular empirical evidence from a specific PPJB dispute, demonstrating how the formal invocation of mutual-obligation doctrine under the KUHPperdata can be weaponised — through forfeiture clauses and waived judicial remedies — to defeat consumer claims that would otherwise fall within the protective ambit of the UUPK ([Aminullah, 2026](#); [Silaban & Sedy, 2025](#)).

The findings also resonate with comparative studies of consumer protection in Southeast Asian property markets. [Phan et al. \(2023\)](#) observed that in Vietnam, as in Indonesia, the lack of mandatory pre-contractual disclosure obligations for property developers creates significant information asymmetries that disadvantage first-time commercial property buyers. Similarly, [Yip & Ho \(2021\)](#), in their analysis of Malaysian strata-title transactions, emphasised that the combination of poorly enforced disclosure requirements and weak enforcement of preliminary agreement terms generates systemic consumer vulnerability — a pattern clearly replicated in the New Makassar Mall case. The present findings differ from those of [Agustin et al. \(2022\)](#), who identified relatively more robust consumer outcomes in Indonesian residential property transactions, suggesting that commercial (non-residential) strata-title transactions may carry distinctively higher consumer risk. The normative analysis presented in this study also builds on the contractual law scholarship of [Hernoko \(2016\)](#) and [Arifin et al. \(2023, p. 40\)](#), who have theorised the principle of proportionality (*asas proposionalitas*) as a corrective instrument for restoring equitable balance in commercial contracts that disproportionately favour one party. Applying this principle to the present case, the PPJB clauses granting the developer automatic forfeiture rights and unilateral modification authority — without equivalent consumer remedies — are demonstrably disproportionate and, by extension, contrary to the substantive goals of the UUPK.

Implications of the Findings

The implications of this study's findings extend across legislative, judicial, and practical dimensions. At the legislative level, the findings provide empirical support for the introduction of mandatory requirements for the notarial registration and physical delivery of all commercial PPJB instruments to consumer parties, mirroring provisions already available under the Apartment Law (*Undang-Undang Rumah Susun No. 20 Tahun 2011*) for residential strata-title transactions but not yet extended to commercial strata units. Such a requirement would substantially reduce the evidential asymmetry between developers and consumers, and would create an official public record of the transaction history of commercial units — thereby preventing the covert re-sale practices documented in this case.

At the judicial level, the findings suggest that Indonesian courts and the BPSK should adopt a more expansive interpretation of Article 18 UUPK's prohibition of unfair standard clauses, explicitly recognising the incompatibility of blanket judicial remedy waivers — particularly waivers of Articles 1266–1267 KUHPperdata — with the consumer protection objectives of the statute. Such an interpretive shift would align Indonesian jurisprudence with comparative consumer protection law trends in the European Union, where the Unfair Contract Terms Directive (93/13/EEC) and its successors have been interpreted broadly to invalidate one-sided forfeiture clauses in preliminary property agreements ([Susilawati & Purwanto, 2024](#); [European Parliament, 2019](#)).

At the practical level, the findings highlight the urgent need for consumer education regarding the legal significance of PPJB registration, the right to obtain copies of executed agreements, and the procedural avenues available for the resolution of consumer disputes — including mediation and arbitration before the BPSK. The documented absence of consumer awareness of these rights in the present case underscores the continuing relevance of Article 3(a) of the UUPK, which identifies the heightening of consumer awareness and independence as a primary objective of consumer protection policy.

Limitations of the Research

This study is subject to several limitations that should be acknowledged. First, the research is based on a single case

study from a specific mall complex in Makassar, Indonesia, which limits the generalisability of findings to other commercial property markets, developer types, or geographical regions. While the New Makassar Mall case is analytically illustrative and emblematic of broader systemic issues, caution must be exercised in extrapolating conclusions to other Indonesian cities or to different categories of commercial property transactions. Second, the reliance on interview data introduces the possibility of informant bias, particularly given the ongoing dispute between the parties. Every effort was made to triangulate interview testimony with documentary evidence, but the unavailability of all original PPJB-related financial records limits the completeness of the data. Third, the study does not employ quantitative methods and accordingly does not provide statistical estimates of the prevalence of similar disputes in Indonesian commercial property markets — a gap that future research employing survey or registry-based approaches could usefully address.

CONCLUSION

This study has provided a normative-empirical examination of consumer legal protection in kiosk sale-purchase agreements at New Makassar Mall, Makassar, Indonesia, producing three principal conclusions that collectively illuminate both the immediate legal context and the broader systemic implications of the case. First, regarding the form of sale-purchase agreements, both the First Consumer and the Second Consumer entered into Perjanjian Pengikatan Jual Beli (PPJB) agreements executed as under-hand deeds — PPJB No. 00494/MTIR-PPJB/LD-BS-B/VII/2017 and PPJB No. 00565/MTIR-PPJB/LD-A/II/2019, respectively. While both instruments satisfy the formal requirements of under-hand deeds under Article 1874 of the KUHPPerdata, the Second Consumer's PPJB was notarially registered, acquiring heightened evidentiary standing, whereas the First Consumer's PPJB was neither registered nor physically delivered to the consumer. This procedural disparity constitutes a fundamental inequality in the legal positions of the two consumers and represents a critical failure of the developer's good faith and disclosure obligations under the UUPK. Second, regarding consumer legal protection, the study concludes that the First Consumer was effectively deprived of meaningful legal protection through a confluence of normative, procedural, and factual factors. The business actor's re-sale of the kiosk units without disclosure to the First Consumer violated Articles 4, 7, and 18 of the UUPK and the principle of good faith (*asas itikad baik*) under Article 1338 of the KUHPPerdata. The pre-contractual Gentlemen's Agreement regarding payment schedule and certificate issuance, which was never formalised, left the First Consumer without recourse when the developer deviated from the informally agreed terms. The unilateral forfeiture clause and the waiver of Articles 1266–1267 of the KUHPPerdata further stripped the First Consumer of judicial remedies. Nonetheless, the First Consumer's own non-fulfillment of installment payment obligations constitutes a contributing legal vulnerability — activating contractual forfeiture provisions and weakening the consumer's standing to assert rights under the UUPK — thereby illustrating the dual liability trap inherent in the current Indonesian PPJB framework for commercial property transactions. Third, this study advances specific recommendations for legal reform and practical improvement. Business actors operating in commercial property markets should be legally required to: (a) conduct notarial registration of all PPJB instruments as a mandatory pre-condition to the legal validity of the agreement; (b) deliver original or certified copies of all executed agreements to consumer parties at the time of signing; (c) provide clear, accurate, and timely written disclosure of any change in the status or transaction history of the commercial unit; and (d) refrain from incorporating blanket waivers of consumers' statutory and civil law rights in standard-form PPJB agreements. Consumers, for their part, should exercise diligence in demanding copies of all executed agreements, verifying the registration status of PPJB instruments, and fulfilling their installment payment obligations punctually — recognising that contractual default may defeat even meritorious consumer protection claims under the current legal framework. At the legislative level, Indonesia's Ministry of Agrarian Affairs and Spatial Planning and the Ministry of Trade should collaborate to develop a mandatory standard-form PPJB template for commercial strata-title transactions — analogous to existing residential property frameworks — that incorporates statutory disclosure requirements, mandatory notarial registration, fair cancellation procedures, and explicit prohibitions on the waiver of consumer rights.

Taken together, the findings and recommendations of this study contribute to the scholarly discourse on consumer protection law in Indonesian commercial property markets and provide an empirical foundation for the policy reforms necessary to ensure that the aspirations of Law No. 8 of 1999 on Consumer Protection are realised in the rapidly expanding commercial retail sector of Indonesian urban economies.

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CONFLICT OF INTERESTS

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