



Consumer Legal Literacy and Contractual Default in Automobile Pre-Order Transactions: An Empirical Socio-Legal Study from Indonesia

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ABSTRACT

Purpose of the study: This study aims to identify the forms of breach of contract (*wanprestasi*) that arise in car sale-and-purchase agreements conducted under the indent (pre-order) system, and to examine the factors that contribute to such breaches, using PT. Hadji Kalla Toyota Pare-pare, a Toyota dealership in South Sulawesi, Indonesia, as a case study.

Methodology: An empirical (socio-legal) research method was employed, combining normative analysis of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata/KUHPerdata*) and Law No. 8 of 1999 on Consumer Protection with field data collected at the dealership. Primary data were obtained through semi-structured interviews with the dealership's sales manager and a questionnaire administered to 40 customers who had engaged in indent transactions; secondary data were drawn from statutes, textbooks, and prior scholarship. Dealership sales records for the 2019–2020 period were analyzed descriptively, and questionnaire responses were tabulated as frequencies and percentages.

Results: Of 275 vehicles sold in 2019, 89 were indent transactions with zero recorded defaults; of 275 vehicles sold in 2020, 79 were indent transactions with two recorded defaults (2.53% of indent transactions), consisting of one delayed delivery attributable to a customer's inability to travel during COVID-19 mobility restrictions and one unilateral cancellation by a customer facing a family emergency. No default originating from the dealership itself reached litigation. Survey results show that although 70% of respondents were aware of the indent mechanism in general, only 32.5% recognized non-conforming or delayed delivery as legally constituting default, and only 25% were aware that defaulting parties may face binding sanctions.

Conclusions: Breach of contract under the indent system at the dealership studied was infrequent and, in the cases observed, was linked to pandemic-related force majeure and personal exigency rather than opportunistic conduct by either party. Nonetheless, a pronounced gap between customers' general awareness of the indent system and their specific legal knowledge of default and its consequences represents a latent consumer-protection risk. Strengthening pre-contractual disclosure and legal literacy is recommended to reduce future disputes.

Keywords:

breach of contract; *wanprestasi*; indent (pre-order) system; car sale-and-purchase agreement; consumer protection; Indonesian civil code.



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INTRODUCTION

Rapid advances in automotive technology and the proliferation of new vehicle models and brands have intensified consumer demand for the latest configurations, trims, and options (Agustianto, 2022, p. 130; Irawati & Hutagalung, 2023). Because manufacturers frequently cannot maintain unlimited stock of newly launched models, dealerships worldwide, including automotive retailers in Indonesia, commonly rely on a pre-order or "indent" arrangement: a prospective buyer signs an order form and pays a booking fee or down payment before the specific unit is manufactured, imported, or otherwise made available, with delivery promised at an agreed future date (Hansen, 2025; Sabrina et al., 2023).

This pre-order practice is not unique to the automotive sector; it mirrors pre-order and pre-sale arrangements common in e-commerce and retail globally, where buyers commit funds in advance of production or shipment. Cross-jurisdictional experience during the COVID-19 pandemic, when supply-chain disruption and mobility restrictions delayed the fulfillment of countless advance-payment contracts, illustrated how pre-order transactions concentrate performance risk in the interval between agreement and delivery, and how force majeure doctrine is invoked, tested, and sometimes contested by the parties to such contracts (Muskibah et al., 2023, p. 139; Zubir et al., 2024).

In Indonesian private law, a sale-and-purchase agreement (*perjanjian jual beli*) is governed principally by Book III of the Civil Code (KUHPerdata) (Khasanah et al., 2025; Muskibah et al., 2023, p. 142). Article 1457 KUHPerdata defines sale-and-purchase as an agreement by which one party (the seller) binds itself to deliver an object and the other party (the buyer) binds itself to pay the agreed price. Under the consensual principle that animates Indonesian contract law, a valid and binding sale-and-purchase agreement arises at the moment the parties reach consensus on the object and the price, even where delivery and full payment occur later — a principle of direct relevance to indent transactions, in which price and specification are typically finalized only after an initial, non-binding booking stage.

Because an indent contract spans a period during which the object of sale does not yet exist in the seller's possession, it is structurally exposed to non-performance risk on both sides: the seller may fail to deliver the ordered vehicle within the agreed schedule, deliver a unit that does not conform to specification, or fail to disclose latent defects; the buyer, in turn, may unilaterally cancel the order after having paid a booking fee, or delay collection and final payment beyond the agreed date. Any such failure to perform an obligation stipulated in a valid agreement constitutes *wanprestasi* (default/breach of contract) under Indonesian civil law.

Critical Examination of Existing Literature

Indonesian civil-law scholarship situates *wanprestasi* within the broader doctrine of *prestasi* (performance) under Article 1234 KUHPerdata, which recognizes three forms of contractual performance: to give something, to do something, and to refrain from doing something (Ardi, 2019; Kadafi et al., 2025). A debtor is generally considered to be in default only after having been given formal notice (*somasi*); Indonesian legal practice traditionally follows a threshold of at least three notices before a creditor may bring the matter before a court, which alone determines whether default has in fact occurred (Auliandi & Simanjuntak, 2020, p. 160; Mubarach, 2025). Comparative contract doctrine distinguishes total breach, where performance has become impossible, from partial breach, where performance remains achievable but has been rendered late or defective — a distinction that maps closely onto the two default patterns identified in Indonesian indent-sale practice: non-conforming or delayed delivery by the seller, and unilateral cancellation by the buyer.

The indent mechanism itself has been analyzed as a multi-stage, pre-contractual and contractual process (Macchiavello, 2022, p. 349; Sabrina et al., 2023; Scott & Triantis, 2004, p. 1497). In the first stage, a prospective buyer signs a provisional order form (*Surat Pemesanan Kendaraan Sementara*) in which the price remains subject to change; in the second stage, the parties execute a definitive order form (*Surat Pesanan Kendaraan*) fixing the price and specifying a delivery commitment; in the third stage, the vehicle is physically handed over and a delivery-acceptance record (*Berita Acara Serah Terima* or *Delivery Order*) is signed. Because Article 1333 KUHPerdata permits an agreement to bear upon an object that is not yet in existence provided its type is determinable, and because Article 1338 KUHPerdata affirms that validly formed agreements bind the parties as law (*pacta sunt servanda*), Indonesian courts and commentators generally treat indent agreements as legally enforceable obligations with a fixed-term character (*perikatan dengan ketetapan waktu*), notwithstanding the future, contingent nature of the object at the time of booking (Ariayuda et al., 2025; Damayanti et al., 2019, p. 180).

The booking fee or down payment (*uang panjar/done payment*) paid at the provisional stage is regulated, in part, by Articles 1464 and 1257 KUHPerdata, which permit a seller to retain a portion of the down payment, by convention up to 50%, as liquidated compensation where the buyer unilaterally cancels the order; this is reinforced by the seller's right to performance under Article 6 of Law No. 8 of 1999 on Consumer Protection. At the same time, Indonesian consumer-protection scholarship emphasizes that any retention must be proportionate to the loss actually suffered by the seller, and that buyers retain statutory guarantees over the goods purchased (Ri, 2017; Subagyono et al., 2023, p. 16).

Studies addressing the intersection of default and unforeseeable disruption, particularly the COVID-19 pandemic, describe Indonesian *force majeure* doctrine (Articles 1244–1245 KUHPerdata) as a narrow, fact-specific defense that excuses non-performance only where the impediment was genuinely unforeseeable, beyond the debtor's control, and not attributable to bad faith; a national disaster declaration alone does not automatically discharge contractual obligations (Nugraha, 2022; SSEK Law Firm, 2020). More recent work on pre-order and e-commerce transactions similarly documents that pre-payment arrangements shift information and performance risk toward buyers, and that *force majeure* defenses raised by sellers during the pandemic were subjected to careful judicial scrutiny rather than automatic acceptance (Alderman et al., 2020, p. 437; Bhonsle & Ahmad, 2025; Kunarso et al., 2026).

Research Gap

While the doctrinal architecture of Indonesian sale-and-purchase law and *force majeure* is well documented, empirical, dealership-level evidence on how frequently default actually occurs within indent transactions, what specific forms it takes in practice, and how well ordinary consumers understand their own legal exposure remains scarce. Existing commentary tends either toward abstract doctrinal exposition of the Civil Code or toward litigated, high-value disputes that reach the courts; the far larger population of indent transactions that are resolved informally, or that never mature into a legal dispute at all, is comparatively under-examined. In particular, no prior study known to the authors has combined dealership transaction records with a customer-level legal-literacy survey to jointly measure the incidence of default and the underlying knowledge gap that may drive it, at a single automotive dealership across a period spanning the onset of the COVID-19 pandemic.

Rationale

Understanding the empirical incidence and drivers of default in indent transactions matters for at least three audiences. For dealerships, it clarifies where operational and disclosure practices might be strengthened to pre-empt disputes. For consumers, it highlights specific gaps in legal awareness that leave buyers vulnerable to unanticipated financial loss upon cancellation or delay. For policymakers and consumer-protection bodies, it offers a concrete, quantified illustration of how the interaction between an ordinary commercial practice (pre-ordering) and an extraordinary disruption (a pandemic) plays out in default outcomes and dispute-resolution behavior at the retail level.

Objectives

1. To identify the forms of breach of contract (*wanprestasi*) that occur in car sale-and-purchase agreements conducted under the indent system at PT. Hadji Kalla Toyota Pare-pare.
2. To examine the factors that influence the occurrence of such breaches, drawing on both dealership records and customer-reported legal awareness.

METHODOLOGY

Population and Sample

The population comprised the dealership's management and customers who had engaged in indent transactions. A purposive sample of 40 customers who had personally experienced the indent process was surveyed, alongside a semi-structured interview with the branch sales manager.

Research Location and Type

This research was conducted at PT. Hadji Kalla Toyota Pare-pare, a branch dealership of the Hadji Kalla Group in South Sulawesi, Indonesia, selected for its accessibility and its authority over the transactional and customer data required for the study. The research is classified as empirical (socio-legal) legal research, in that it seeks to describe, completely, objectively, and comprehensively, how the indent-based sale-and-purchase agreement is implemented in practice, rather than confining the analysis to statutory text alone.

Data Types and Sources

Primary data

Information obtained directly through interviews with the dealership's management and relevant staff, and through a structured questionnaire administered to customers who had transacted under the indent system. Secondary data: statutory materials (principally the Civil Code and Law No. 8 of 1999 on Consumer Protection), legal textbooks, prior theses, and journal articles relevant to sale-and-purchase agreements and default.

Data Collection Techniques

Interview: a semi-structured interview was conducted with the dealership's sales manager to obtain first-hand institutional accounts of default cases and their resolution.

Questionnaire: a structured written questionnaire comprising seven closed-ended questions was distributed to 40 customers to gauge their experience of, and legal awareness surrounding, the indent system.

Data Analysis

Primary and secondary data were processed and analyzed using a descriptive-qualitative approach, combined with a statutory (*undang-undang*) and case-based approach: transaction records were tabulated and interpreted descriptively, questionnaire responses were converted into frequencies and percentages, and both were interpreted against the applicable provisions of the Civil Code and consumer-protection legislation to answer the research questions.

RESULTS

Overview of the Research Site

PT. Hadji Kalla has operated as the sole authorized Toyota distributor for South, Central, and Southeast Sulawesi since 1969, and applies Toyota's standard 3S operating model (Sales, Service, Spare parts). Its Pare-pare branch, the site of this study, positions itself, per its stated vision, as a leading automotive dealership committed to delivering the best customer experience in the region.

Sales, Indent, and Default Records (2019–2020)

Table 1 and Table 2 summarize the dealership's monthly vehicle sales, the number of those sales conducted under the indent system, and the number of recorded defaults, for 2019 and 2020 respectively.

Table 1. Vehicle Sales and Indent Transactions, PT. Hadji Kalla Toyota Pare-pare, 2019

Month	Total Sales	Indent Transactions
January	32	10
February	20	5
March	38	16
April	12	2
May	23	7
June	31	11
July	20	7
August	15	5
September	17	8
October	22	5
November	26	9
December	19	4
Total	275	89

No defaults were recorded among the 89 indent transactions concluded in 2019.

Table 2. Vehicle Sales, Indent Transactions, and Recorded Defaults, PT. Hadji Kalla Toyota Pare-pare, 2020

Month	Total Sales	Indent Transactions	Default (Remarks)
January	10	2	
February	16	4	
March	26	5	

April	20	4	
May	26	12	
June	19	5	1 (late delivery — customer outside the city)
July	18	5	
August	15	5	
September	31	8	
October	29	7	
November	45	16	
December	20	6	1 (unilateral cancellation by customer)
Total	275	79	2

Of the 79 indent transactions concluded in 2020, two (2.53%) were associated with a recorded default: one delayed delivery in June 2020, attributed by the dealership to a customer being located outside the city and unable to travel to collect the vehicle amid COVID-19-related large-scale social restrictions (Pembatasan Sosial Berskala Besar, PSBB); and one unilateral cancellation in December 2020, attributed to a customer's family emergency that redirected funds earmarked for final payment.

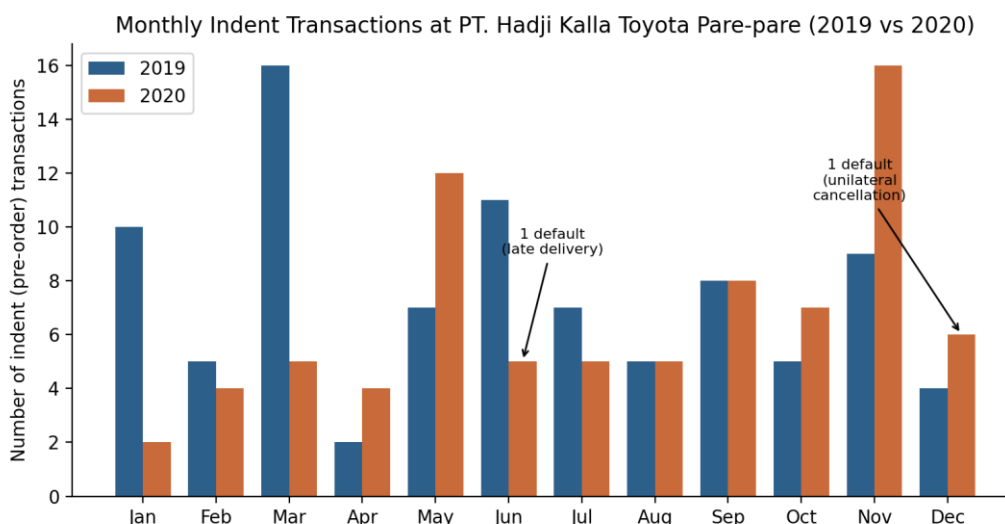


Figure 1. Monthly indent transactions, 2019 vs. 2020, with the two recorded default months annotated.

Forms of Breach of Contract (Wanprestasi) Identified

Consistent with the general doctrinal typology of default under Indonesian civil law (Bakarbessy & Anand, 2018), the breaches observed at the dealership fell into the following categories: 1) Buyer-side default: (a) failure to collect the vehicle within the schedule stated in the order agreement, attributed by the affected customer to force majeure (COVID-19 travel restrictions); and (b) unilateral cancellation of the indent order, attributed to a personal financial emergency; 2) Seller-side default: delayed delivery relative to the schedule set out in the initial order agreement, occurring independently of the two buyer-attributed cases above.

According to the sales manager interviewed, no seller-side default at this dealership had, at the time of the study, escalated into litigation, in part because the dealership proactively renegotiated with affected customers, for example by reassigning an already-produced unit to another customer ready to take immediate delivery, and sourcing a replacement unit for the original customer once available. Where a unit exhibited a manufacturing defect prior to handover, responsibility was treated as resting with the manufacturer, and the dealership undertook to remedy the defect or substitute an equivalent unit. Where a buyer cancelled unilaterally after signing the definitive order form, the standard resolution applied by the dealership was retention of 50% of the agreed booking fee (a nominal Rp 5,000,000 tanda jadi, regardless of any larger down payment actually collected) as compensation, consistent with the ceiling implied by Articles 1464 and 1257 KUHPerdara.

Customer Survey: Legal Awareness of the Indent System and Default

Table 3 reports the aggregated results of the seven-item questionnaire administered to 40 customers.

Table 3. Customer Survey Results on Awareness of the Indent System and Default (n = 40)

No.	Survey Question	Yes	No
1	Are you aware of the indent (pre-order/down-payment) system?	28 (70%)	12 (30%)
2	Have you ever purchased a car using the indent system?	27 (67.5%)	13 (32.5%)
3	If yes, did you ever receive an order not matching your specification?	13 (32.5%)	27 (67.5%)
4	Did the ordered vehicle ever experience a delivery delay?	16 (40%)	24 (60%)
5	If yes, did the seller provide compensation or a replacement?	26 (65%)	14 (35%)
6	Are you aware that items 3 and 4 above constitute default (wanprestasi)?	13 (32.5%)	27 (67.5%)
7	Are you aware that a defaulting party may be subject to legal sanctions?	10 (25%)	30 (75%)

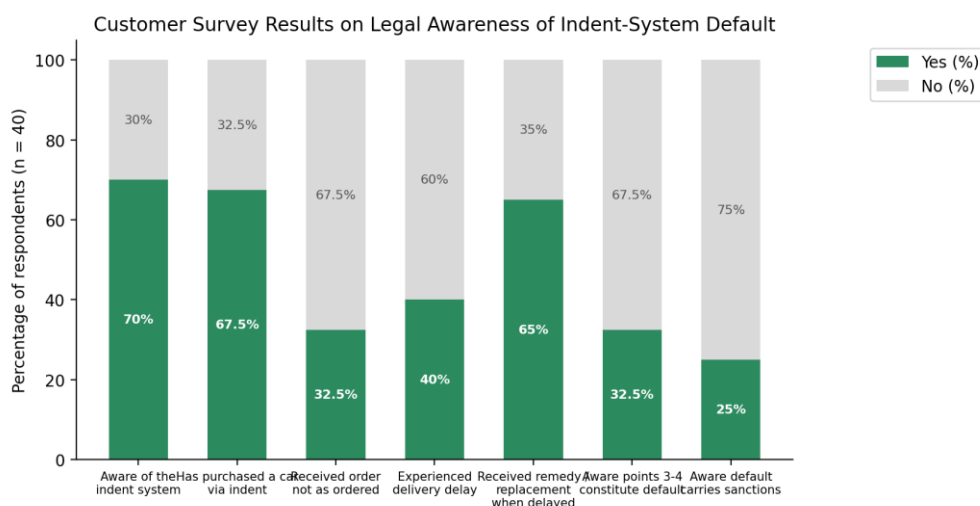


Figure 2. Distribution of customer survey responses on legal awareness of the indent system and default.

Three patterns stand out from the survey data. First, general familiarity with the indent mechanism was comparatively high: 70% of respondents reported awareness of the system, and 67.5% had personally purchased a vehicle through it. Second, actual experience of a non-conforming order (32.5%) or delayed delivery (40%) was less common, and where delay did occur, a majority of affected customers (65%) reported receiving compensation or a replacement from the dealership. Third, and most significantly, specific legal literacy regarding default was markedly lower than general familiarity with the indent process: only 32.5% of respondents recognized that non-conforming or delayed delivery constitutes wanprestasi, and only 25% were aware that a defaulting party may be subject to binding sanctions. When asked how a default should be resolved, most respondents nevertheless converged on an expectation of compensation or damages and a preference for amicable, family-style negotiation over formal legal proceedings.

DISCUSSION

Interpretation of the Findings

The transaction data indicate that default within indent-based car sales at this dealership is a rare event relative to overall indent volume: zero defaults in 89 transactions in 2019, and two defaults in 79 transactions (2.53%) in 2020. The clustering of both 2020 defaults around circumstances plausibly linked to the COVID-19 pandemic, rather than to opportunistic non-performance by either party, suggests that the increase in default incidence between the two years is better explained by an exogenous shock than by any deterioration in the dealership's contracting practices. This is consistent with the structural interpretation of indent agreements as fixed-term obligations under Article 1338 KUHPdata: the parties' obligations were suspended, not abandoned, by an external impediment, and were substantially preserved and eventually accommodated through renegotiation rather than adjudicated as clear-cut breaches (Cargill et al., 2020, p. 92; Florou, 2017, p. 191). At the same time, the survey results reveal that the near-absence of adjudicated default should not be read as evidence that customers fully understand their legal position. The gap between 70% general awareness of the indent system and 25–32.5% specific awareness of default and its legal consequences suggests that low litigation may partly reflect low legal literacy and a cultural preference for informal settlement, rather than robust, informed contracting on the buyer's side (Fisman et al., 2017; Visaria, 2009).

Comparison with Prior Studies

The doctrinal patterns observed here (non-conforming or late delivery as seller-side default; unilateral cancellation as buyer-side default) mirror the general typology described in Indonesian contract-law scholarship Subekti et al. (2025); Suharnoko (2012) and the multi-stage indent process documented by (Lumineau & Malhotra, 2010, p. 551). The dealership's practice of retaining up to 50% of the booking fee upon buyer cancellation is squarely consistent with the ceiling implied by Articles 1464 and 1257 KUHPdata, and reflects the same proportionality concern raised in consumer-protection commentary on advance-payment retention (Ri, 2017). On force majeure specifically, the present findings are consistent with broader Indonesian scholarship holding that the COVID-19 pandemic does not automatically discharge contractual obligations but is treated, at most, as a qualified or relative impediment that the affected party must substantiate on the facts SSEK Law Firm (2020); Nugraha (2022). In this case, the dealership neither invoked force majeure to escape liability nor rigidly enforced the original delivery schedule against the affected customer; instead, it pursued a negotiated accommodation, an approach broadly aligned with the good-faith principle in Article 1338(3) KUHPdata. This contrasts with disputes reported elsewhere in Indonesian pandemic-era commerce, where a business's invocation of force majeure was contested and ultimately did not shield it from liability once challenged in court Muskibah et al. (2023, p. 134); Dewantoro et al. (2023), underscoring that outcomes in comparable pandemic-affected transactions have varied depending on the good faith and conduct of the invoking party rather than the mere existence of the pandemic.

The pronounced knowledge gap identified among customers echoes findings in adjacent commercial-contract research suggesting that many transacting parties, particularly on the weaker or less experienced side of a contract, lack adequate understanding of contractual risk and remedy structures, leaving them exposed when unexpected disruptions occur (Kunarjo et al., 2026; Levy, 2017, p. 8; Lumineau & Malhotra, 2010, p. 538). The present study extends this observation from commercial reseller

contexts to ordinary retail consumers in a face-to-face dealership setting, suggesting the phenomenon is not confined to any single sales channel.

Legal and Practical Implications

Three implications follow. First, dealerships engaging in indent sales would benefit from enhanced, affirmative disclosure, at the point of signing the provisional order form, of what conduct constitutes default and what sanctions or remedies attach to it, rather than relying on customers to infer this from the printed terms of the order form alone. Second, from a consumer-protection standpoint, the observed literacy gap suggests a role for regulators or industry associations in standardizing plain-language disclosure of cancellation and delay consequences across dealerships, consistent with the objectives of Law No. 8 of 1999. Third, the dealership's informal, negotiated resolution of both 2020 default cases illustrates a practical dispute-avoidance model, reallocating an already-produced unit and later sourcing a replacement, that other dealerships facing similar disruptions may find instructive, without requiring resort to formal notice (somas) procedures or litigation.

Limitations of the Study

Several limitations qualify these findings. The study is confined to a single dealership and a single brand in one Indonesian region over a two-year window, limiting generalizability to other dealerships, vehicle segments, or markets. The customer sample (n = 40) was purposively drawn from indent customers accessible to the researcher rather than randomly sampled, and survey responses on legal awareness and satisfaction are self-reported and may be subject to recall or social-desirability bias. Finally, because the study relies substantially on the dealership's own records and the account of its sales manager, seller-side default may be under-reported relative to an independent audit, and the analysis cannot fully verify customers' accounts of the reasons for cancellation or delay.

CONCLUSION

This study set out to identify the forms of breach of contract (wanprestasi) occurring in car sale-and-purchase agreements under the indent system, and the factors influencing such breaches, at PT. Hadji Kalla Toyota Pare-pare. The evidence shows that default was rare across the two years examined, materializing in only two of 168 combined indent transactions, and that both 2020 cases were linked to COVID-19-related disruption rather than to bad-faith non-performance by either party, a pattern consistent with the fixed-term, good-faith character of indent obligations under the Civil Code. At the same time, the customer survey establishes that legal awareness of what constitutes default, and of the sanctions that attach to it, lags well behind general familiarity with the indent process itself, a gap that plausibly underlies the propensity of both the dealership and its customers to resolve disputes informally rather than through the somasi-to-litigation pathway contemplated by doctrine.

These findings corroborate the study's underlying premise, articulated in the introduction, that indent transactions concentrate performance risk in the interval between booking and delivery and are therefore structurally prone to dispute when unforeseen circumstances intervene; the discussion further shows that outcomes in such disputes depend heavily on the good faith and communicative conduct of the parties rather than on the mere occurrence of a disruptive event. The practical significance of these findings lies in their implication that reducing future default, and future dissatisfaction even where no formal default occurs, depends less on tightening contractual boilerplate than on improving pre-contractual disclosure and consumer legal literacy at the point of sale.

Building on the two recommendations offered in this study, that dealerships more clearly explain default-related rights and obligations to indent customers, and that customers read order-form terms more carefully before signing, the authors welcome further empirical replication across additional dealerships, brands, and regions, as well as future research examining whether enhanced point-of-sale disclosure measurably reduces disputes over time. Suggestions and critical feedback from readers and fellow researchers on the scope, method, and interpretation offered here are gratefully invited.

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CONFLICT OF INTERESTS

The authors declare no conflict of interest in relation to this research, its authorship, or the publication of this article.

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