

**Dealer Responsibility for Automotive Product Defects: A Case Study of Suzuki Motor Indrapura at the BPSK Surabaya City**Ryanda Mangara Thirafi¹, Miko Aditiya Suharto²¹ Faculty of Law, Universitas Pembangunan Nasional "Veteran" Jawa Timur, Indonesia, 20071010159@student.upnjatim.ac.id² Faculty of Law, Universitas Pembangunan Nasional "Veteran" Jawa Timur, Indonesia, miko.aditiya.ih@upnjatim.ac.id**ABSTRACT**

This study aims to analyze the form of legal liability that can be imposed on the Suzuki Motor Indrapura Branch dealer towards consumers for losses arising from product defects, as well as to examine how consumer dispute resolution is carried out through the Consumer Dispute Settlement Agency (BPSK) in Surabaya City. Product defects in the automotive industry carry complex legal implications, especially regarding the relationship between business actors and consumers. This research employs an empirical juridical approach, by examining applicable legal provisions and assessing their implementation through field studies. Primary data were obtained through interviews with consumers, dealer representatives, and BPSK Surabaya members, while secondary data were gathered through literature studies on laws and regulations, such as Law Number 8 of 1999 on Consumer Protection. The findings indicate that dealers have a legal obligation to take responsibility for consumer losses caused by defective products, both preventively and repressively. However, in practice, dispute resolution through BPSK still faces several challenges, such as the uncooperative attitude of business actors and the limited executorial power of BPSK decisions. This study recommends strengthening regulations and oversight of automotive businesses, as well as optimizing the role of BPSK as a forum for dispute resolution that is fast, simple, and low cost.

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PRELIMINARY

Sale and purchase as an agreement carried out by both parties who promise each other and are bound by law or contract, the sale and purchase agreement has been arranged through Article 1457 to Article 1540 of the Civil Code (hereinafter referred to as the Civil Code). Referring to Article 1457 of the Civil Code, obligations can be outlined in a contract. In other words:

1. The seller is obliged to hand over the goods sold in accordance with the agreed promise and delivery.

2. The buyer is obliged to pay the price of the purchased goods in accordance with the nominal price agreed with the seller.

The buying and selling relationship between consumers and sellers must be in harmony with production standards and consumer satisfaction is in line with what is sold by the seller as well as the seller, the seller must be responsible for the goods he sells and accept criticism or suggestions from potential consumers or consumers who have bought products from the seller. Where both parties must accept their respective rights from the buying and selling transaction, where in the process of selling vehicles such as motorcycles, the seller or motorcycle dealer must be responsible for the existence of product defects that have been sold and received by consumers, as well as consumers who get products that are defective in production or defective from the dealer have the right to ask for responsibility for the products received in accordance with applicable regulations.¹

The buying and selling process of the seller has an obligation to deliver the goods and bear them, where the seller is obliged to deliver the product in accordance with what is advertised or promised until it is accepted by the consumer. And the seller is obliged to bear or be responsible if there is a production defect either before or after receipt under the conditions that have been determined with the consumer before the occurrence of a transfer agreement. This is also explained in article 1491 of the Civil Code which regulates the seller's obligations to buyers.²

Because not all products that come out of the dealer's factory have conditions that are in harmony with what is promised, this product defect can occur due to negligence on the part of the quality check of the factory both during the manufacturing process and the final product checking process. As stated through article 8 paragraph (1) letter a of Law No. 8 of 1999 concerning Consumer Protection (hereinafter referred to as the UUPK), which stipulates that business actors are prohibited from creating or trading goods that are not in line with the required standards stipulated in laws and regulations. Then for consumers who feel losses, they can sue for damages based on article 19 paragraph (1) and paragraph (2) of the UUPK:

(1) "Business actors are responsible for providing compensation for damage, and/or consumer losses due to consuming goods produced or traded"

(2) "This compensation can be in the form of a refund of a sum of money or replacement of similar or equivalent goods in value in accordance with the provisions of applicable laws and regulations."

Consumers receive and suffer losses both in products and money due to receiving defective goods or not according to factory standards, this can harm consumers both in terms of security, time and finances.

Suzuki consumers, especially in the latest two-wheeled vehicles such as the GSX-R 150, GSX-S 150, Bandit 150, and several other types of motorcycles, experience a call to the dealer or called a recall. This happens because the dealer sees that there are product defects in certain types of motorcycles. The problem experienced so that the dealer must call and tell the consumer to do a recall is that there is a fault in the engine support bolt or called engine mounting which functions to support the engine and reduce the vibration generated by the engine. But the recall notice did not occur evenly so there were some consumers who knew

¹ Abdul Halim Barkatullah, *Hak-Hak Konsumen* (Bandung: Nusa Media, 2010), hlm. 45.

² <https://www.hukumonline.com/klinik/a/hukum-menjual-barang-cacat-tersembunyi-bagi-penjual-lt5caa05ba559f5/> accessed on March 2, 2024

about the call after experiencing losses that had an impact on the product defect. And there are complaints related to the systematics of getting a recall call, where vehicle owners must fill in the data to find out whether the products they buy are included in the mandatory recall category or not. The complaint is in the form of information notification where the consumer must first ask whether it is included in the category or not, is not included in the data but has a product defect and must re-check whether the intended workshop has stock of goods or in this case the machine support bolt is present or not. This can pose a dangerous risk if consumers do not know and there is a shortage of stock because fatal damage can occur anytime and anywhere that can interfere with consumer safety and losses in the field of economy and time.³

Product defects in a motorcycle can include such as an unsturdy frame, defects in complementary parts, electrical, and damage to the engine. This production defect can result in various kinds of losses for both parties, which in consumers can result in losses of money, time, trust in these dealer products and can even result in accidents that can threaten consumer safety. Likewise, the dealer suffers losses in the form of a loss of confidence in consumers in their products and has to carry out a production re-check process that needs to last a long time so as to interfere with the efficiency of factory production. The Consumer can apply for protection of his rights that are not fulfilled to the seller which in Article 8 of the UUPK has been explained about what rights must be fulfilled by the consumer to the seller, the consumer can request compensation or a form of direct responsibility to the dealer by mediating or contacting the customer service department provided by the motorcycle dealer or if he does not get his rights then he can report to BPSK.⁴

Dispute resolution in defending consumer rights is regulated through Article 45 of the UUPK, This stipulates that, depending on the independent decision of the parties, conflict resolution can be pursued both in court and out of court. In addition to mediating and resolving consumer disputes through mediation, arbitration, or conciliation, BPKS can also impose administrative sanctions on business actors who challenge certain prohibitions imposed on them, thus allowing alternative dispute resolution methods to be pursued outside the court. Although the UUPK effectively puts consumers on an equal footing with corporate actors, Sidharta is right when he says that consumers need legal protection because of their vulnerable position.⁵ Ensuring safety is a characteristic as well as a fundamental goal of the legal system.⁶ Through non-litigation methods such as conciliation, mediation, and arbitration, the UUPK offers an alternative to lengthy and formal court procedures, thereby reducing the need for litigation. Referring to Article 1 number 11 of the UUPK which is combined with BPSK as one of the methods of resolving consumer disputes through the general court. Based on Article 1 point 11 of the UUPK jo. Article 1 number 5 of Permendagri 06/M-DAG/PER/2/2017 concerning the Consumer Dispute Settlement Agency (BPSK), the purpose of the establishment of this institution is to mediate and resolve disputes that arise between business actors and their consumers. The Minister appoints or dismisses BPSK members from consumers, government officials, and business actors or producers. BPSK is authorized to handle and resolve consumer problems by verifying the correctness of the claims submitted by the parties to the dispute, as well as viewing or requesting proof of payment, bills, receipts, laboratory test results, or other relevant evidence, BPSK's decision is final and binding as stated in Article 54 paragraph (3) of the UUPK. Furthermore, Article 42 of the Ministerial Decree No. 350 of 2001 states that the

³ Ahmad Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen*, Cet. ke-6 (Jakarta: Rajawali Pers, 2010), hlm. 87.

⁴ Caroline T. S. Kristiyanti, *Hukum Perlindungan Konsumen*, Cet. ke-4 (Jakarta: Sinar Grafika, 2011), hlm. 112.

⁵ Abdul Halim Barkatullah, 2007, *Urgensi Perlindungan Konsumen Dalam Transaksi di E-Commerce*, Jurnal Hukum, Fakultas Hukum Universitas Islam Indonesia Jurnal Hukum IUS QUIA IUSTUM Vol. 14 (2) : 260

⁶ Sidharta, *Hukum Perlindungan Konsumen Indonesia*, Gramedia Widiasarana Indonesia, Jakarta, 2006, hal. 11.

decision of the BPSK is definitive and has permanent legal force. BPSK has asked the District Court to implement the decision on behalf of the aggrieved consumers. Thus, the source of the above problems is the Suzuki dealer as a dealer who sells two-wheeled motorcycle products that experience a case of product defects where some of the products must undergo a recall is the fault of the dealer where the recall notice is uneven and the limited stock of goods is detrimental to the consumer, so that consumers feel that there is no or are not satisfied with the responsibility of the Suzuki dealer and try to resolve this dispute through BPSK in order to get compensation or answers that are in line with what consumers are experiencing. This will be a discussion in a study that examines how the dealer's legal responsibility for product defects and the authority of BPSK in resolving disputes between dealers and consumers.

Based on the above, this study focuses on understanding how the form of responsibility of motorcycle dealers towards consumers due to product defects if analyzed from Law No. 8 of 1999 concerning Consumer Protection. Furthermore, understand what and how BPSK's authority in resolving disputes between consumers and dealers against lawsuits from consumers.

METHOD

In conducting this research, an empirical legal research approach will be used. Research in the field of empirical law focuses on the application or enforcement of normative legal policies to legal events in the real world through the examination of certain facts.⁷ In other words, empirical legal research is an approach to the study of law that seeks to collect primary data by going into the field and looking at actual social events and relevant legal policies. Study the relationship between primary facts, public behavior, and legislation that supports a more just society. The research at the research site, BPSK Surabaya, is the main method of data collection for this study. An empirical study focuses on the analysis of the application of law in practice in society. It includes an evaluation of the effectiveness of legal norms and how they function in a social context.⁸

Prescriptive descriptive research was used in this study. The purpose of descriptive research is to present a detailed picture of a phenomenon or situation while offering analysis from a specific perspective.⁹ The researchers in this study aim to do more than just record what happened; they also seek to understand and explain the significance or context of the phenomenon. There is a strong emphasis on description in the analysis of legal research data. Given the definition of descriptive analysis itself, its purpose is to provide an explanation or description of the item or topic being investigated as a whole. There is no contradiction between the research findings and what is required by the legislation and actual events in the judicial system.¹⁰

The approach with the interview method is carried out by collecting data through interviews with the resource persons concerned with the problem being handled. By conducting interviews, the researcher gets information that is circulating for each individual

⁷ Abdulkadir Muhammad, *Hukum dan Penelitian Hukum*, Citra Aditya Bakti, Bandung, 2004, hal. 134.

⁸ Irwansyah, *Penelitian Hukum Pilihan Metode dan Praktik Penulisan Artikel*, Yogyakarta: Mirra Buana Media, 2020, hal.98.

⁹ Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Media Group, 2011), hlm. 29.

¹⁰ Muahimin, *Metode Penelitian Hukum*, UPT. Mataram University Press, Mataram, 2020 hal. 21

interviewed. In this approach, the author uses legal theory that originates from the Civil Law Law, Law No. 8 of 1999 concerning Consumer Protection.¹¹

The use of this approach is intended by the author to find out whether it is appropriate or not the form of responsibility of the Suzuki dealer Indrapura branch for defective products received by consumers, by knowing whether it is appropriate or not the author can find conclusions about how to proceed from the procedure of the form of responsibility or compensation for the losses caused.

RESULT AND DISCUSSION

FORM OF LIABILITY OF SUZUKI MOTORCYCLE DEALER INDRAPURA BRANCH FOR PRODUCT DEFECTS RECEIVED BY CONSUMERS BASED ON SALES AND PURCHASE CONTRACTS

Suzuki GSX-R/S 150 products have defects in the supporting or connecting parts between the engine and the motorcycle frame or what is called Engine Mounting. The damage referred to in this part is the damage to the bolt thread so that it affects the strength of the bolt in supporting or holding the weight of the engine, if the part is not replaced immediately it can be fatal which interferes with comfort and safety in driving so that it can threaten the safety of vehicle users. This is also experienced by the author where the author feels discomfort in driving, namely, when the writer is driving, the author feels abnormal engine vibrations or excessive vibrations, this is feared to have a more severe impact if repairs are not made immediately.

A similar thing was experienced by Riko and Arif where the vehicles of the two speakers experienced excessive engine vibration that interfered with driving comfort. Riko explained that the obstacles experienced began when Riko was on her way home from work. Riko felt an irregularity in her vehicle when she stopped at a red light where the vibrations caused were felt until Riko's hands felt numb. After feeling the irregularity, Riko checked at the workshop and it turned out that the damage was in the Engine Mounting part, after that Riko sought information about it and after it was found that there were product defects that occurred in several Suzuki GSX-R/S 150 vehicles. This was then confirmed by Suzuki and recalled for the replacement of the Engine Mounting part.¹²

Arif also felt the same thing, where Arif knew that there was an irregularity in his vehicle where Arif after touring and wanted to do service at his subscription workshop Arif was told by the mechanic of the workshop that the Engine Mounting part of his vehicle was damaged, but Arif did not know that Suzuki made a recall call for Arif's vehicle type. After Arif looked for information that continued, Arif immediately recalled, but after coming in accordance with Suzuki's direction, it turned out that the part to be replaced was empty so Arif had to wait until the time set by the workshop.¹³

Based on the statements from the author and the source, it can be concluded that Suzuki GSX-R/S 150 motorcycles released in 2016-2018 generally have product defects in the Engine Mounting section, this is due to Suzuki which is considered negligent in carrying out Quality Control so that Suzuki is responsible by carrying out a recall or Quality Update.

Consumers are entitled to legal protection in the form of compensation for goods received in accordance with the policies in article 4 of the UUPK, namely, consumers are

¹¹ Soerjono Soekanto, *Pengantar Penelitian Hukum*, Cet. ke-3 (Jakarta: Universitas Indonesia Press, 2015), hlm. 38.

¹² Interview, Chairman of Just Riding Indonesia, Satisfaction in the Recall Process, Surabaya October 20, 2024.

¹³ Interview, Just Riding Indonesia Members, Satisfaction in the Recall Process, Surabaya, October 20, 2024.

entitled to compensation or compensation for goods received if they are not in harmony with the agreement when transacting with business actors.

In this case, consumers who get defective products from the business actor, namely Suzuki Indrapura Surabaya, have the right to get a replacement of *spare parts*, which then Suzuki Indrapura Surabaya responds to this by making a *recall policy*. Business actors have procedures related to the process of submitting a recall or *Quality Update* that must be fulfilled by consumers. In submitting a recall or *Quality Update* process, consumers are required to follow several stages and qualifications in accordance with the mechanism issued by the business actor. This provision has been listed on the official Suzuki website, in the official Suzuki website it is stated that GSX-R/S 150 products that receive a recall call must follow the following terms and procedures:

1. Production Vehicles in 2016-2018
2. Confirm on the official Suzuki website
3. The condition of the part to be replaced remains original
4. Damage does not originate with the consumer

The procedure related to the replacement of product defects must go through the stages that have been determined, namely:

1. Enter the 17-digit vehicle frame number
2. Enter a name that is aligned with the STNK
3. Enter a phone number ¹⁴

After carrying out the procedure, consumers who receive defective products, Suzuki as a business actor will schedule consumers to come to Suzuki's official workshop and replace spare parts that have product defects.

In this case, consumers are harmed both in terms of civil damages and consumer compensation. The civil compensation in question is that consumers are harmed due to the negligence of the producer, namely PT. Suzuki Indomobil Motor so that the product that is used, namely the Suzuki GSX-R/S 150 produced in 2016-2018, has damage to the Engine Mounting which causes the engine to vibrate excessively which results in unreliability and is unsafe when used. This is also experienced by many users of the Suzuki GSX-R/S 150 in 2016-2018 who experienced the same problem. Several members of the Just Riding Indonesia community who use Suzuki GSX-R/S 150 motorcycles also experienced the same problem. According to an interview conducted by the author with the head of the Just Riding Indonesia community Riko on Sunday, October 20, 2024 in Surabaya, Riko once made a *recall claim* to Suzuki's official workshop in Indrapura Surabaya, Riko explained that before making a *recall claim*, Riko filled in data on Suzuki's official website to find out whether the motorcycle owned by Riko was included in the defective product that experienced *recall*. After entering data and finding out that Riko's motorcycle was included in the product defect category, Riko waited for the call schedule given directly by Suzuki Indrapura Surabaya Customer Service. After getting the call schedule, Riko went to the Suzuki Indrapura Surabaya workshop to check and replace the recalled parts.¹⁵

The author also conducted an interview with another member of Just Riding Indonesia who owns a Suzuki GSX-R/S 150, namely Arif, which was conducted on Sunday, October 20,

¹⁴ Suzuki, "Quality Update", <https://dms.suzuki.co.id/simdms/assets/custom/productQualityUpdate>, accessed on January 29, 2025

¹⁵ Interview, Chairman of Just Riding Indonesia, Satisfaction in the Recall Process, Surabaya October 20, 2024

2024 in Surabaya. Arif initially did not know about the recall on his motorcycle, after finding out about the recall from another Just Riding Indonesia member, Arif checked the Suzuki website and it turned out that Arif's motorcycle was also included in the product that experienced a recall, but after Arif visited the Suzuki Indrapura Surabaya workshop. The workshop said that the spare parts were empty, so Arif had to wait until Customer Service provided information about the availability of the spare parts. So that Arif suffered material losses, namely Arif's motorcycle was not as it should be, Arif also suffered immaterial losses, namely losses in time, emotions and anxiety when driving because Arif's vehicle was in improper condition.¹⁶

Suzuki Indrapura Surabaya does not meet the provisions as stated through Article 8 paragraph 2 of the UUPK which states that business actors are prohibited from trading damaged or defective goods without providing complete and correct information. Meanwhile, in this case, Suzuki Indrapura Surabaya was considered negligent because it sold products in conditions that were not as they should be and did not conduct *in-depth Quality Control*. Suzuki Indrapura Surabaya's negligence causes consumers who buy its products, especially the GSX-R/S 150 type, to experience matrix and immaterial hardship for consumers. In this case, consumer rights include getting a product that is suitable and in line with safety standards. If there is a problem with the product (such as a manufacturing error), the manufacturer is obliged to provide a proper repair or solution at no additional cost as long as it is still within the warranty period. Based on Article 4 letter H of Law No. 8 of 1999 concerning consumer rights, consumers are entitled to compensation, compensation and/or reimbursement, if the goods received are not as they should be.¹⁷

The form of compensation that applies in Indonesia is as written through the *Burgelijk Wetboek/KUHPer* (BW/Civil Code 57). Losses can be paid as a result of unlawful acts under civil law. According to the Indonesian dictionary, "loss" means that a person does not make a profit from his investment. Legally, there are two types of losses: substantial losses and immaterial losses. This is in line with the Civil Code.

First, material damages, Material losses are losses that are clearly felt by the Applicant. Material losses in the BW/Civil Code are the source of default as arranged through Article 1238 Juncto Article 1243 of the BW/Civil Code. The definition of default refers to Article 1238 of the Civil Code is the need to include the debtor's carelessness in a warrant or other document, or depending on the authority of the agreement (for example, if the agreement causes the debtor to be considered in default after a certain period of time).¹⁸ Meanwhile, default refers to Article 1243 of the Civil Code for a breach of contract to be considered a default, there must be three things: first, there is an agreement; second, there is a party who defaults or reneges on the promise; and third, the agreement itself has been declared negligent, but has not fulfilled its obligations based on the agreement.¹⁹

Furthermore, intangible damages as outlined in the Civil Code/Criminal Code will be considered. The applicant has the potential to lose money that he may earn in the future or the profits he or she expects to earn in the future, both of which are considered intangible

¹⁶ Interview, Just Riding Indonesia Members, Satisfaction in the Recall Process, Surabaya October 20, 2024

¹⁷ Jetmiko Setiawan, Yetti, & Indra Afrita, "Tanggung Jawab Hukum Pelaku Usaha atas Produk Cacat Tersembunyi," *The Juris: Jurnal Hukum*, 9(1) (2023): 45. <https://doi.org/10.56301/juris.v9i1.1676>.

¹⁸ Hukum Online, "Pengertian Wanprestasi, Akibat, dan Penyelesaiannya", <https://www.hukumonline.com/berita/a/unsur-dan-cara-menyelesaikan-wanprestasi-lt62174878376c7/>, diakses pada 8 Januari 2025

¹⁹ Auli, C, R., "Bunyi Pasal 1243 KUHPer tentang Wanprestasi", <https://www.hukumonline.com/klinik/a/bunyi-pasal-1243-kuh-perdata-tentang-wanprestasi-lt65dc608264499/>, diakses pada 18 Februari 2025

losses. This immaterial loss is the source of Unlawful Acts as stipulated through Article 1365 of the Civil Code.

Suzuki Indrapura as a business actor is obliged to provide compensation or compensation for the goods traded that are not in harmony with the proper circumstances, this is in line with article 7 letter (f) of the UUPK, namely, business actors are obliged to provide compensation or compensation for the goods traded if they experience product defects. And Suzuki Indrapura Surabaya is obliged to fulfill the rights of consumers that have been regulated in article 4 number (1) of the UUPK, namely, the right to comfort, security and safety in consuming goods, article 4 number (3) of the UUPK which is the right to true, clear and honest information about the condition of the goods, article 4 number (4) of the UUPK, namely, the right to be heard and examined in relation to the product used; (ii) the right to be protected from harm and to have its consumer protection disputes dealt with fairly; and (iii) the right to obtain compensation, file for damages on its own behalf, or have the goods replaced if it turns out that the purchase was defective or not as promised.

Suzuki Indrapura Surabaya has had good faith in handling the problem of product defects by carrying out a *recall policy*, this is in line with article 7 letter (a) of the UUPK, namely good faith in carrying out its business activities. Thus, Suzuki Indrapura Surabaya has fulfilled its obligations as a business actor and fulfilled consumer rights in line with those stipulated in the UUPK.

In carrying out the *recall policy*, Suzuki Indrapura Surabaya carries out its obligations in accordance with applicable regulations, where Suzuki Indrapura Surabaya is responsible for negligence in the quality of its products. However, in the implementation of the *recall policy*, there are also obstacles such as the limitation of *spare parts* which results in time loss for consumers and other obstacles experienced are the lack of comprehensive socialization by Suzuki Indrapura Surabaya on recall calls which results in many consumers not knowing about the existence of a recall policy. The mechanism that must be carried out in submitting a *recall* is as follows:

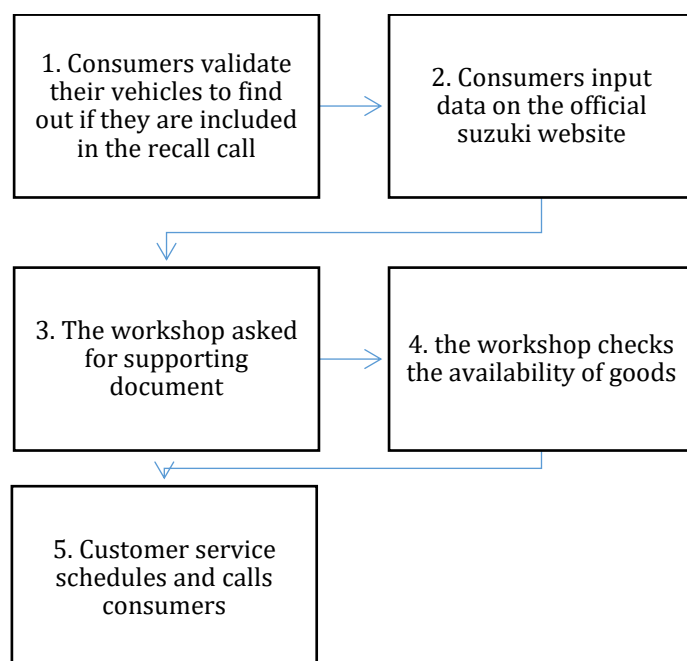


Chart 1. Recall claim procedure

Based on the chart, the business actor has carried out his obligations in accordance with article 7 letter (f) of the UUPK where the business actor is obliged to compensate or compensate for the goods that have been traded.

After carrying out the initial stage to recall , there are the stages that must be carried out in the *recall* process that must be followed by consumers, as follows:

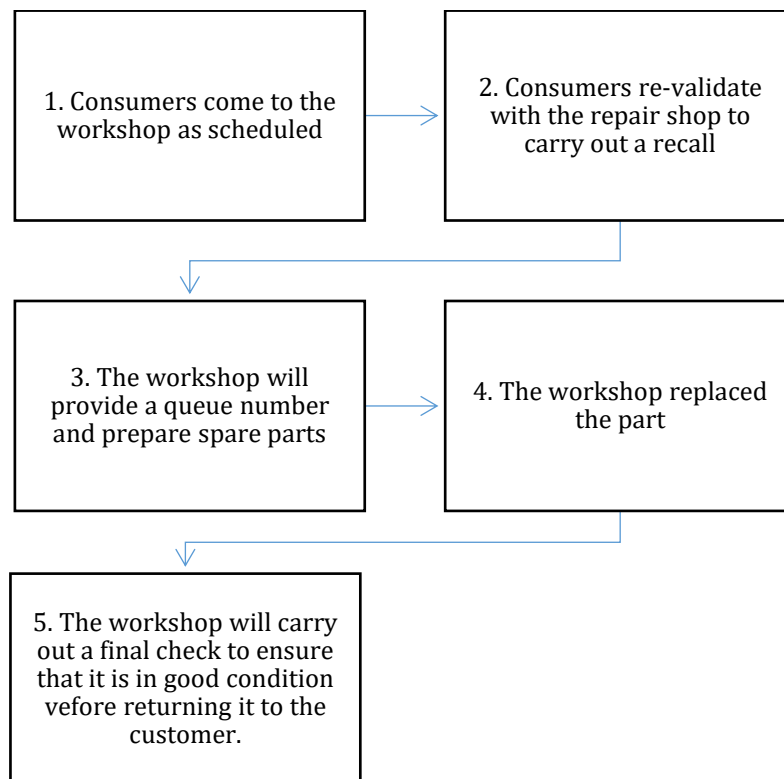


Figure 2. Recall process

In the implementation *of recalls*, there are several obstacles that occur beyond the control of the workshop and the consumer, where the condition of the workshop can be full at any time by consumers who will make repairs to their vehicles, as well as consumers who do not carry out complete procedures so that they can interfere with the smooth performance of the workshop. In the interview with Arif, there were obstacles experienced by Arif but the workshop was still responsible because the obstacles came from the workshop, where there was negligence in the availability of spare parts.²⁰

Just Riding Indonesia Member Data

NAME	POSITION	Motorcycle Year	Recall
Riko Ardiansyah	Head	2016-2020	Recall
Febi Ika	Treasurer	2018-2019	-
Arya	Member	2017-2022	-
Irfan	Member	2018-2021	-
Arif	Member	2017-2023	Recall

²⁰ Interview, Just Riding Indonesia Members, Satisfaction in the Recall Process, Surabaya October 20, 2024

Yudha	Member	2019-2022	-
Andika	Member	2020-2023	-
Glen	Member	2018-2023	-
Edwin	Member	2017-2020	-
Rifki	Member	2019-2020	-
Adryan	Member	2018-2024	Recall
Rafi	Member	2018-2023	Recall
Ari	Member	2019-2025	-
Hilman	Member	2019-2025	-
Subhan	Member	2019-2024	-
Raka	Member	2020-2020	-
Ikhsan	Member	2019-2025	-
Rizky	Member	2019-2020	-
Bila	Member	2020-2020	-
Tegar	Member	2019-2020	-
Ryanda	Member	2018-2024	Recall

Table 1. Data of Just Riding Indonesia Members Who Recall GSX-R/S 150 Motorcycles²¹

Based on the results of the interview table with the Just Riding Indonesia community, it can be concluded that there are 4 (four) Just Riding Indonesia members who have recalled their vehicles, while members who do not recall are due to several things such as: vehicles are not included in the recall call, do not know if there is a *recall*, did not know if the vehicle had a product defect, the vehicle had been sold, and had been repaired privately outside the official workshop.

²¹ Interview, Just Riding Indonesia Members, List of members who recalled, Surabaya 20 October 2024

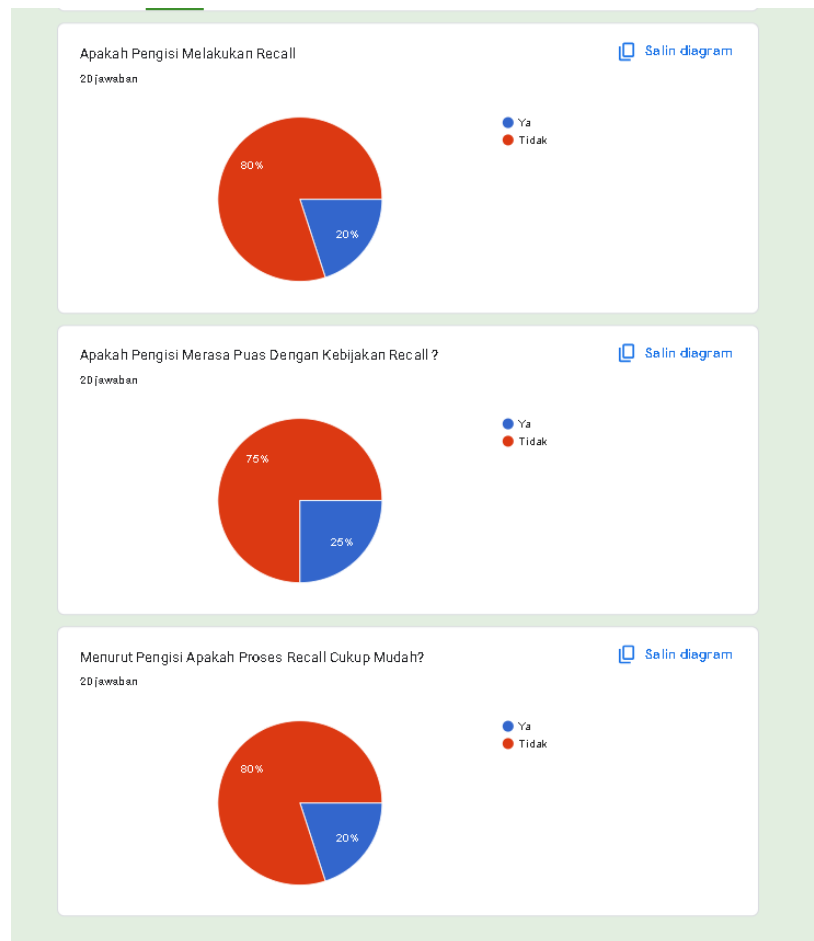


Figure 1. Satisfaction of Just Riding Indonesia Members Regarding the GSX-R/S 150 Recall²²

Based on the results of the survey data, most members of the Just Riding Indonesia community did not do a *recall* and were not satisfied with the *recall* policy due to the *recall procedure* set by Suzuki was considered less professional so that some members preferred to make repairs personally, this happened because the facilities and infrastructure that were considered to be less than optimal. The dissatisfaction of Just Riding Indonesia Members is also based on the location of Suzuki's workshop which is very rare, so the policy from Suzuki for the Surabaya area of the *recall* process can only be carried out at the central workshop, namely at the Suzuki Indrapura Surabaya Dealer which causes a long and long queue to receive calls and work on the *recall process*.

According to Arif, when carrying out the recall process, Arif had come to the workshop in line with the time given, but when he was reconfirming, Arif was told that the part to be replaced was empty. After that, Arif was asked by the workshop to come at a later time in line with the information provided by Suzuki Indrapura Surabaya. After getting the re-call schedule, Arif reconfirmed the availability of parts and the workshop confirmed that the required parts were available, as long as the parts were confirmed, Arif waited until his vehicle was processed for part replacement. It can be concluded that Suzuki Indrapura Surabaya remains responsible for consumers who receive product defects despite obstacles.²³

According to Riko, when carrying out the *recall* process, Riko did not experience significant obstacles when carrying out the *recall* process, where when carrying out the

²² Interview, Just Riding Indonesia Member, Satisfaction Regarding GSX-R/S 150 Recall, Surabaya October 20, 2024

²³ Interview, Just Riding Indonesia Members, Satisfaction in the Recall Process, Surabaya October 20, 2024

recall process, the obstacles experienced were only long enough queues so that it took a long enough duration to carry out the administrative process or vehicle data collection for the service queue. In addition, according to Riko, the *recall process* for his vehicle is considered quite smooth and easy.²⁴

The author feels the same way as Riko where when carrying out the administrative process there is a long and long queue so that the author experiences a loss of time due to the lack of effectiveness of the workshop's administrative system. In addition, according to the author, the *recall process* is considered quite smooth and fast.

So it can be concluded that the implementation of Suzuki Indrapura Surabaya's policy in conducting a *recall* is considered quite optimal and responsible despite the obstacles that make the *recall process* quite long and need duration, this proves that Suzuki Indrapura Surabaya has good faith in handling the problem of product defects and is responsible for consumers. This is in line with Article 7 letter (f) of the UUPK in particular, compensating for losses caused by the use, consumption, and use of traded products by paying compensation and/or replacing the goods. In addition, the right to safety, security, and comfort in consuming products, as well as the right to compensation, compensation, or reimbursement if the goods received do not meet the standards of the agreement, have been fulfilled in accordance with Article 4 letters (a) and (h).²⁵

OBSTACLES AND SOLUTIONS OF THE SURABAYA DISPUTE SETTLEMENT AGENCY TO PRODUCT DEFECTS IN RESOLVING DISPUTES BETWEEN SUZUKI INDRAPURA SURABAYA DEALERS AND CONSUMERS

In solving problems Consumers also get several obstacles in solving their cases, the obstacles experienced by aggrieved consumers in solving the problem of product defects are very diverse and complex. First, many consumers lack knowledge and awareness of their rights, including complaint mechanisms, compensation claims, and legal procedures that can be taken. This makes them hesitate or do not know what steps to take when dealing with defective products. Second, difficulties in gathering robust evidence are also significant barriers, as consumers often do not have the resources or expertise to document product defects or test them technically. Third, ambiguity or disputes about the responsibilities of business actors often complicate the settlement, because business actors can deny claims or transfer responsibility, so consumers must go through a complicated proving process. In addition, existing dispute resolution procedures, both through the courts and consumer dispute resolution agencies, are often complex and time-consuming, which can cause consumers to feel burned out and lose motivation. The cost factor is also an obstacle, as consumers may have to bear considerable complaints costs, product testing, or legal fees, especially if the value of the product is not comparable. Access to dispute resolution mechanisms is also limited for some consumers, either due to geographical distance, lack of information, or minimal support facilities. Finally, psychological and social factors such as fear of legal proceedings, distrust of the dispute resolution system, or social and economic pressures also hinder consumers from claiming their rights.²⁶

The presence of BPSK which is rarely known by the public is also one of the obstacles for consumers in resolving a dispute, consumer ignorance of BPSK can occur due to the uneven BPSK service because there is only 1 (one) office or agency for each region.

²⁴ Interview, Chairman of Just Riding Indonesia, Satisfaction in the Recall Process, Surabaya October 20, 2024

²⁵ Fitri Febrianti, "Tanggung Jawab Penjual terhadap Pembeli dalam Perjanjian Jual Beli Sepeda Motor Baru pada Masa Garansi di PT Aneka Makmur Sejahtera," *Jurnal Fatwa Hukum*, 6(4) (2023): 12–25.

²⁶ Bayu Hermawan, "Tanggung Jawab Pengusaha PT. Anzon Auto Plaza atas Kerusakan yang Disebabkan Kesalahan Perbaikan Mobil Milik Pelanggan di Kota Pontianak," *Jurnal Fatwa Hukum*, 1(3) (2018): 88–102.

Consumers also do not know the function and role of BPSK due to the lack of socialization to the community, as experienced by Arif where Arif experienced obstacles in carrying out the recall process where the availability of the needed spare parts was empty but Arif had received a call to come to the workshop, so Arif had to wait for a re-call from the workshop to make a recall. Arif himself did not know if he could carry out the settlement process through BPSK, so Arif had to wait for a longer time to wait for his vehicle to be justified. Arif's ignorance shows that not all consumers know the existence of BPSK and the function of BPSK.²⁷

Obstacles experienced by consumers can also be caused by misunderstandings between the two parties, a form of intimidation or a decision on the part of the party, which makes consumers not know what steps to take and cannot get rights as consumers. Solutions that can be implemented by consumers in resolving a case can be done through mediation or asking for compensation from business actors, as in the case of *Recall* that Suzuki did. Consumers who feel aggrieved can make a claim or ask for compensation in the form of replacing damaged parts with new parts in line with the mechanism provided by Suzuki. The solution that can be done is to use the services of the Dispute Resolution Agency (BPSK), by using the services or assistance of BPSK, consumers have definite legal protection and cannot be intimidated by business actors because consumers are not only protected by the law but are protected by official bodies from the state that are tasked with mediating and resolving consumer cases.

In dispute resolution, BPSK has a very important role to resolve disputes between consumers and business actors with fast, simple, and fair methods. One of the main solutions offered by BPSK is mediation, where both parties are invited to discuss and seek a mutually beneficial agreement with the help of a mediator from BPSK. This mediation process is designed to create a conducive atmosphere, so that both parties can communicate openly and find a satisfactory solution without having to get stuck in a lengthy legal process. BPSK also functions as a party that helps consumers understand the mechanism that must be followed in filing a dispute. They provide guidance on the required documents and steps to take, so consumers don't feel confused or intimidated when faced with the dispute resolution process. With a non-litigation approach and no fees at all, BPSK is an effective solution in resolving disputes without having to go through a long and expensive court process.²⁸

Consumers who experience difficulties in resolving problems or disputes with business actors, consumers can carry out mechanisms, namely:

1. Filing a Complaint
2. Complaint Registration
3. Verification and Analysis
4. Mediation
5. Arbitration (if required)
6. Settlement and Reporting
7. Monitoring and Evaluation

The procedure is designed to provide easy and affordable access for consumers to resolve disputes, non-litigation settlement as one of the most effective ways of settlement for both parties, because this settlement process is considered quite fast, cost-effective, especially for aggrieved consumers and in line with the mutual agreement so that both parties get and can resolve their rights and obligations together.²⁹

²⁷ Interview, Just Riding Indonesia Members, Satisfaction in the Recall Process, Surabaya, October 20, 2024.

²⁸ Isna Nurrosyidah & H.R. Adianto Mardijono, "Pertanggungjawaban Pelaku Usaha Jual Beli Mobil Bekas Terkait Keamanan Mobil yang Tidak Sesuai Standar Karena Tidak Melakukan Uji Emisi," *J-CEKI: Jurnal Cendekia Ilmiah*, 3(5) (2024): 2525–2540. <https://doi.org/10.56799/jceki.v3i5.4327>.

²⁹ Hadis Hadis & Benni Rusli, "Analisis terhadap Produk Cacat Tersembunyi Ditinjau dari Undang-Undang Perlindungan Konsumen," *Doktrina: Journal of Law*, 7(1) (2024): 1–15. <https://doi.org/10.31289/doktrina.v7i1.11442>.

According to the results of an interview conducted at BPSK in Surabaya, if there is a consumer who reports a case and needs BPSK assistance, the BPSK will call consumers and business actors to find together and BPSK functions as a mediator or mediator and gives intermediate advice for both parties, if no agreement is found in the first mediation, then mediation will be carried out to find an agreement that is felt to be quite balanced between the two parties. But if it still does not find a middle ground, it will be continued at the next stage, namely litigation, the party from BPSK also ensures that after the agreement of the two parties must complete the obligations until the case is completed.³⁰

From this statement, it can be seen that BPSK is a body that helps resolve a consumer case with business actors, and where BPSK is one of the options where there is no need to spend money if the consumer uses services or assistance from the agency. In addition to BPSK, there are still several options to be a solution in resolving cases such as mediation, asking for compensation or compensation, and litigation.

CLOSING

Based on the results of the research, legal responsibility for defects in Suzuki Indrapura Branch products experienced by consumers, the researcher concluded that it had been carried out in accordance with Law No. 8 of 1999 concerning Consumer Protection even though there were several obstacles or shortcomings in the field process. Consumers who experience product defects in their vehicles are not aware of the recall process carried out by Suzuki as a form of their responsibility, as for the obstacles where there is a misunderstanding during the warranty claim or recall process due to the limited availability of goods and the location of the workshop that can change parts.

Based on the problems raised in this study, the obstacles experienced by consumers to obtain their rights to the defective products received are based on consumers' ignorance of what rights consumers can do and the protection that consumers receive. Consumer ignorance can occur due to the lack of socialization about consumer protection, and the lack of consumer knowledge when carrying out the buying and selling process with the seller which has been stated in the contract agreement on what rights the consumer has in the event of a violation of the contract. The presence of BPSK is also one of the solutions for consumers in resolving a dispute, with the help of BPSK consumers get certain legal protection.

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