

## Implementation of Motorcycle Rental Agreement

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### Abstract

*The lease purchase agreement is a new type of agreement that arises in the community. As with the new type of agreement, leasing in Indonesia has not been regulated in the several definitions put forward by the legal experts above and also in the decree of the Minister of Trade and Cooperatives, there is no uniformity. However, if you pay attention, it can be concluded that the lease-purchase agreement is more likely to lead or lead to the form of a sale-purchase agreement, rather than a lease. Because in the lease purchase agreement, the transfer of property rights is the main point. So the purpose of leasing is to sell goods, not to rent or become tenants of goods. In the event that the tenant defaults in the lease purchase agreement, the tenant is fully responsible for the risk. This is in accordance with the contents of the lease-purchase agreement that has been agreed between the two parties. For the problem of resolving disputes in the motor vehicle rental agreement in practice, it can be reached in two ways, namely through deliberation and consensus and through a lawsuit in court. Court is the last resort taken by the dealer, if the tenant really does not want to be responsible for all his mistakes, namely with the intention of transferring the motor vehicle which is the object of the lease purchase agreement.*

### Keywords

motorcycle rental agreement;  
law; lease purchase agreement



## I. Introduction

In the world of trade, we recognize various kinds of agreements, one of which is the "Lease Purchase Agreement". This agreement arises in practice because of the demands of growing needs in society. Lease and purchase agreements in Indonesia today are growing rapidly. We can see this in daily practice, the number of people interested in the agreement, especially in meeting secondary needs. Both in terms of producers (sellers) and consumers (buyers). We often encounter this agreement in the practice of the motorcycle trade world. Even the lease-purchase agreement can be said to be growing and thriving in Indonesia (Arief, 1983).

In general, the existing agreements are still very simple, that is, they only contain provisions for the implementation of the motorcycle purchase itself, which is the realization of the agreement. It can also be explained that the agreement that occurs at the dealer is a binding agreement between the two parties. From the explanation above, the legal relationship that was born between the dealer and the buyer is a legal relationship that was born because of an agreement. Where in accordance with the principle of freedom of contract, everyone can enter into an agreement which the agreement will bind the parties who make it. In terms of cost and time, the form of the agreement is indeed more efficient because the seller only needs to submit a form that has been prepared in advance, while the prospective tenant only needs to state his or her will to accept or reject the contents of the agreement.

So it is not possible if the entrepreneur in determining the contents of the agreement is more concerned with his rights than his obligations, and for the buyer there is no

freedom to participate in determining the contents of the agreement. In the motorbike rental agreement, the transfer of new ownership rights will be made at the time of payment of the last installment/repayment and the buyer is prohibited from selling or transferring the vehicle that is the object of the lease to another person before being paid in full. However, in reality, we often encounter rental buyers who violate this prohibition.

## **II. Review of Literature**

In Indonesia, this lease-purchase agreement has not been regulated in a separate law, so that in practice problems often arise related to the lease-purchase institution. Under these circumstances, the leasing agency is deemed to be lacking in providing legal certainty. Therefore, it is necessary to hold a law that regulates leasing. Motorcycles are one of the most vital transportation needs, because having and using a motorbike is considered to be able to support all human activities themselves. For example, when going to work, school, visiting relatives' places, or even as a means of carrying out their work such as salespeople who have to get around from one place to another by motorbike.

The economic condition of the population is a condition that describes human life that has economic score (Shah et al, 2020). Realizing the economic limitations of the people of Surabaya, one of the dealers in the city of Surabaya, namely the Panorama Motor Dealer, provides convenience in getting a motorbike, buying a motorbike in installments and using a lease and purchase agreement where the agreement contains the rights and obligations of the seller and the buyer. This shows that rental and purchase institutions have a place in society, both in the upper middle class and the lower middle class. The lease-purchase agreement has a double benefit, which is to benefit both parties, both the seller and the buyer. For motorcycle sellers profit because more vehicles will be sold. While the advantage for buyers is that buyers will soon be able to obtain goods (motorcycles) even though they do not have sufficient cash in cash (Badrulzaman, 1994).

## **III. Research Methods**

The research method used in this paper consists of various methods and activities carried out in order to collect data and materials needed to complete the preparation of this thesis. The author uses the method of literature research(LibraryResearch)is legal research done by researching and conducting literature searches and analyzing secondary data law, the intention of obtaining the data or the truth accurately in accordance with applicable regulations in order to obtain permanent legal certainty.

## **IV. Results and Discussion**

### **4.1 Understanding Agreements in General**

The definition of an agreement according to the provisions of article 1313 of the Civil Code is as follows: "an agreement is an act by which one or more people bind themselves to one or more other people". Regarding these limitations, civil law scholars generally argue that the definitions or limitations or those contained in the provisions of Article 1313 of the Civil Code are incomplete and even said to be too broad and contain many weaknesses (Harahap, 1982).

Legal experts provide a different understanding of the agreement. The agreement is: "An agreement recognized by law" (Abdul Kadir Muhammad, 1992). This agreement is the main meaning in the business world and is the basis of most trade transactions.

Meanwhile, Subekti gives the understanding that an agreement is "an event where one person promises to another person or where the two people promise each other to carry out something" (Subekti 1991: 1).

From that event, a relationship arises between the two people which is called an engagement. An engagement is a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill that need. The party who has the right to demand something is called the creditor while the party who is obliged to fulfill it is called the debtor or the debtor.

## **4.2 Principles of Agreement**

### **a. Principles of Personality**

The principle of personality can be seen in Article 1315 of the Civil Code which reads that in general no one can bind himself in his own name or ask for a promise to be made rather than for himself.

The purpose of binding oneself in article 1315 of the Civil Code is to be submitted to assume obligations or to undertake to do something, while asking for the stipulation of a promise is aimed at obtaining rights to something or regarding something.

### **b. Principle of Consensuality**

The principle of consensuality meaning of the principle of consensuality is basically an agreement and an engagement that arises, because it is valid if you have agreed on basic matters and no formality is needed (Subekti, 1982: 15). From this principle it can be concluded that an agreement is sufficient orally, but the law stipulates that an agreement is required to be made in writing but that is an exception (Muhammad, 1982).

In general, the agreement is valid in the sense that it is binding. If an agreement has been reached regarding the main agreement in the agreement. Based on article 1320 of the Civil Code or an understanding that to make an agreement there must be an agreement between the parties making the agreement. Based on Article 1338 of the Civil Code, it is determined that an agreement cannot be withdrawn other than by agreement of both parties or for reasons which are declared sufficient by law.

### **c. The Principle of Freedom**

This principle is related to the content of the agreement. Basically everyone is free to enter into and determine the contents of the agreement. The principle of freedom of contract is what allows the birth of new agreements that are not contained in the Civil Code and can enter and develop in Indonesia. However, it does not mean that the agreement cannot be enforced by the Civil Code.

The law of the agreement adheres to an open system, this is stated in Article 1338 paragraph 1 of the Civil Code which reads:

"All agreements made legally apply as law for them to make them."

## **4.3 Terms of Validity of Agreement**

An agreement is considered valid if it binds both parties and fulfill the terms of the agreement as stated in Article 1320 of the Civil Code, namely:

### **a. Agree with Those who Bind Themselves**

Agreeing to bind themselves means that the parties who bind this agreement have a conformity of will regarding the main matters of the agreement made. This agreement was

born from the free will of both parties, they wanted it reciprocally. With an agreement, the agreement cannot be withdrawn unilaterally but at the will of both parties. Thus it can be concluded that the agreement in question is an agreement or engagement that has arisen or been born since the agreement was reached, as regulated in Article 1321 of the Civil Code which provides an understanding that the agreement entered into by the parties will not occur if there is an oversight, coercion or fraud in the agreement. which is held.

#### **b. The Ability to Make an Engagement**

Ability to make an engagement means that the person making the agreement must be competent according to law. According to Article 1320 of the Civil Code "everyone is capable of entering into an engagement if he is not declared competent by law", while those who are not legally competent in making agreements are regulated in Article 1330 of the Civil Code, namely:

- 1) People who are immature
- 2) Those who are put under mercy
- 3) The people are women in matters stipulated by law.

#### **c. A Certain Thing**

That is agreed upon in an agreement must be a clear or certain item. The type of goods intended in the agreement must be determined at least the amount even though it is not required by law.

#### **d. A Lawful Cause (Causa)**

The word 'causa' comes from the Latin meaning 'cause'. Cause is something that causes people to make agreements. But what is meant by a lawful cause is not a cause in the sense that it causes or encourages people to make an agreement, but a cause in the sense of the content of the agreement itself which describes the objectives to be achieved by the parties to the agreement.

The law does not care about what causes people to enter into an agreement, but what is considered or supervised by law is the content of the agreement, which describes the objectives to be achieved by the parties, whether prohibited by law or not.

From the description of the conditions for the validity of the agreement above, these conditions can be divided into two parts, namely subjective conditions and objective conditions. Subjective conditions are contained in the first two conditions because they are attached to the person who is the subject of the agreement, if it is not fulfilled then the agreement can be canceled by one of the parties, while the objective conditions are contained in the last two conditions, if the objective conditions are not met then the agreement is canceled for the sake of law.

### **4.4 Effects of the Agreement**

Consequences arising from the existence of an agreement are regulated in the articles of the Civil Code, namely:

- a. All agreements made legally apply as law to those who make them. An agreement cannot be withdrawn other than by agreement of both parties or for reasons stated by law for that and the agreement is carried out in good faith. In accordance with article 1338 of the Civil Code.
- b. An agreement is not only binding for things that are expressly stated in it, but also for everything that according to the nature of the agreement, is required by propriety, custom and law. In accordance with article 1339 of the Civil Code

c. An agreement is valid only between the parties who make it. An agreement cannot bring losses and benefits to third parties (other than those stipulated in article 1317 of the Civil Code). According to Article 1340 of the Civil Code.

d. Any person who owes a debt may file for the cancellation of all actions that are not required by the person who owes the debt, as long as it can be proven. In accordance with article 1341 of the Civil Code.

#### 4.5 Default in an Agreement

According to article 1365 of the Civil Code, a default is any unlawful act that causes harm to another person, obliging the person who because of his fault in issuing the loss, compensates for the loss.

The term default comes from the Dutch language which means bad performance, meaning that the debtor does not fulfill his achievements as specified in the agreement.

In a lease-purchase agreement, if the lessee commits one of the forms of default, then for the implementation of the law, the law requires the lessee to provide a negligent statement to the party who is renting out.

The method of giving a warning to a negligent debtor has been regulated in Article 1238 of the Civil Code which stipulates that the warning must be by a warrant or by a similar deed. What is meant by a warrant in the article is an official warning from a court bailiff, while what is meant by a similar deed is an ordinary (not official) writing, a letter or a telegram whose purpose is the same, namely to give a warning warning to the debtor to fulfill his achievements in real time. or within a certain time, whereas according to Ramelan Subekti, a similar deed is commonly interpreted as a warning or reprimand that may be made verbally, provided it is sufficiently firm to state the creditor's insistence on the debtor to fulfill his performance immediately or within a certain time.

#### 4.6 Definition of Lease Purchase Agreement

According to Prof. Dr. Mrs. Sri Soedewi Masychoen Sofyan, SH : 25 gives the definition of a lease purchase agreement as follows:

*“HIRE PURCHASE (HUUR KOOP) : is a guarantee institution that occurs a lot in practice in Indonesia but has not yet been regulated in the law. A lease-purchase agreement is an agreement in which the rights will be transferred to the buyer of the lease if the price of the goods has been paid in full”.*

The lease purchase agreement is a mixture of a sale and purchase agreement and a lease. Therefore, the buyer cannot buy the goods at once or in full, then an agreement is made in which the buyer is allowed to pay in installments in several installments. Meanwhile, new ownership rights will change hands when the buyer has paid all installments in full. And as long as the installment has not been paid off, the buyer is still a tenant (Ngani, 1984).

Regarding the object of the lease-purchase agreement, it has been clearly determined in Article 2 paragraph (1) of the Ministerial Decree, namely all durable commercial goods that are new and have not undergone technical changes, whether originating from their own production or assembling or other products in the country. However, the article does not explain whether the object is movable or fixed. In the lease purchase agreement, the subject is the seller of the lease. Regarding the party who can be the buyer of the lease, this can be an individual or a legal entity. The seller of the lease or the buyer of this lease is generally often referred to as "the parties".

#### **4.7 Rights and Obligations of the Parties in Lease Purchase**

In a lease purchase agreement like this, it means that the same rights and obligations are required between the seller and the lessee. The rights and obligations of the lease purchase are almost the same as the rights and

According to the contents of the Decree of the Minister of Trade and Cooperatives No. 34 / KP / II / 1980 are as follows:

*“Hire Purchase is a sale and purchase of goods where the seller carries out the sale of goods by taking into account every payment made by the buyer with payment of the price of goods that have been mutually agreed upon and bound in an agreement, and the ownership of the item only passes from the seller to the buyer after the price is paid in full”.*

The lease purchase agreement is a new type of agreement that arises in the community. As with the new type of agreement, leasing in Indonesia has not been regulated in the several definitions put forward by the legal experts above and also in the decree of the Minister of Trade and Cooperatives, there is no uniformity. However, if you pay attention, it can be concluded that the lease-purchase agreement is more likely to lead or lead to the form of a sale-purchase agreement, rather than a lease. Because the obligation in buying and selling, which has the aim of transferring ownership rights to an item. It's just that there are differences regarding the method of payment and the acquisition of his property.

From the description above, if you look at the agreement, the obligations of the rental seller are as follows :

- a. Deliver goods or objects (without ownership rights) to the buyer of the lease.
- b. Give full ownership rights to the buyer of the lease, after the object is paid off.

The first obligation is carried out by the lease seller at the closing of the lease purchase agreement between the lease seller and the lease buyer. What is handed over is only to control the goods, not the ownership rights to the goods. This delivery is intended so that the goods that are the object of the lease purchase can be used or taken advantage of by the lease buyer. The second obligation to surrender the ownership rights of an item to the buyer of the lease in full is that the seller of the lease after surrendering the right is free to do anything with his property. This delivery is carried out after the rental buyer pays the installments which are the price of the item.

#### **4.8 Form and Contents of the Lease Purchase Agreement**

##### **a. Form of Lease-Purchase**

Agreement Form of lease-purchase agreement In accordance with the open system adopted in Book III of the Civil Code recognizes the principle of freedom of contract (article 1338 paragraph 1), the parties in making a lease-purchase agreement, the parties are given the freedom to determine the form and content of the agreement. The law of the agreement gives full freedom to the community to enter into an agreement that contains anything as long as it does not violate the law, public order, and morality.

So based on the above, the lease purchase agreement can be made orally or in writing. However, so that the parties involved in the lease-purchase agreement feel safe from fraud or fraud, the lease-purchase agreement must be stated in written form, either by notarial deed or private deed.

##### **b. The Contents of the Lease Purchase**

The contents of the motorcycle rental agreement as outlined in writing either by a notarial deed or an underhand deed generally contain:

- 1) The date of entry into force of the lease purchase agreement
- 2) The number of installments and how many times the installments must be paid by the buyer of the lease.
- 3) The time period for each installment.
- 4) An explanation of the characteristics and types of goods and the condition of the goods.
- 5) The price of goods when purchased in cash.
- 6) The installment payment method is not by cash.
- 7) Signature of the parties who entered into the agreement on stamp duty, a minimum of Rp. 6000, 00.
- 8) Things that are considered necessary such as: installments, interest, taxes, insurance, and so on (Prof. R. Subekti SH 1990:56).

#### **4.9 Risk in Lease Purchase**

In certain agreements, there are arrangements regarding risk, as explained in the description above, for example: in the agreement the risk lies with the buyer (Article 1460 of the Civil Code), while in the lease agreement the risk is determined by the seller (Article 1460 of the Civil Code). 1553 of the Civil Code). The two risk agreements are actually elements of the lease purchase agreement. But the lease purchase agreement is not a sale and purchase agreement or a lease agreement, but is a new type of agreement. Therefore, regarding who is the bearer of the risk in the event of an overmacht, there are no provisions governing it.

#### **4.10 Expiration of the Lease Purchase Agreement**

Where in this Ministerial Decree, the lease and purchase has not been described in full and in detail, including the contents of which do not contain the expiration date of a lease purchase agreement. The end of this lease and purchase agreement, the parties may comply with the agreement of the parties so that of course there is a possible way to end it.

##### **a. Motorcycle Dealer Overview**

Panorama dealer is an individual business engaged in the sale and purchase of motorcycles either by cash or credit. The sale of bicycles at a motorcycle panorama dealer using a credit system requires an agreement, which is commonly referred to as a lease purchase agreement. The panorama motorcycle dealer was established and legalized in 1996 and has its address at Jalan Raya Gunungsari 220, Surabaya.

Recognizing and responding to events in the city of Surabaya, the motorcycle panorama dealer tries to provide convenience for the people of the city of Surabaya, namely by providing convenience for the understanding of different agreements. Among them are the agreement to get a motorcycle with a credit system. So that people do not feel heavy to pay for motorized vehicles in cash.

To establish a motorcycle panorama dealer in the city of Surabaya, entrepreneurs are required to have a business license. To be able to have a business license, you must submit an application by completing the requirements as specified in the Decree of the Minister and Cooperatives NO.34/KP/II/1980.

##### **b. Implementation of the Motorbike Rental Agreement at the Panorama Motor Dealer Surabaya Branch**

According to an open system that recognizes the principle of freedom of contract in contract law, the form of a lease-purchase agreement is basically free. The parties are given the freedom to choose the form of agreement they want, which can be orally or in writing.

A written agreement can be distinguished, namely by a deed under the hand or by a notarial deed.

The motor vehicle rental agreement at the Panorama Motor Dealer is stated in a standard form, so the manufacturing process is also easy, namely if someone applies for a lease purchase agreement for a certain type of vehicle, the dealer only needs to present what they have previously prepared to prospective tenants. Meanwhile, prospective tenants also only need to sign the lease-purchase agreement, if the prospective tenant agrees with the contents of the agreement letter proffered by the dealer, the motorbike rental agreement at the Panorama Motor Dealer in Surabaya can take place.

With the signing of the agreement letter by both parties, a lease-purchase agreement occurs. So it does not require several witnesses, in general, the lease purchase agreement letter is enough to be affixed with a stamp duty of at least Rp. 6000, - (six thousand rupiah) so that the legal force is stronger. Prospective tenants will receive the vehicle they purchased on credit after the tenant has paid an advance payment to the panorama motorcycle dealer. Regarding the amount of down payment that must be paid by the tenant, it usually ranges from 30% to 40% of the total price of the vehicle. Usually the amount of the down payment is determined by the dealer only, the prospective tenant is only passive and must be willing to accept it (interview with Mrs. Harmamik as admin on 14 February 2007).

After the lease agreement is signed by both parties, an agreement arises between them that gives rights and obligations to both parties. In practice, before the prospective tenant signs a lease purchase agreement, the dealer usually conducts a field survey with the aim of finding out whether the prospective tenant has met the requirements as a prospective tenant at a motorcycle panorama dealer or not.

The conditions that have been set by the panorama motorcycle dealer to prospective tenants, in order to become a motor vehicle tenant at the panorama motorcycle dealer are as follows:

1. Prospective tenants must have a permanent job.
2. Prospective tenants must have a steady income.

Prospective tenants have never dealt with the police or have behavioral defects (interview with Mr. Yudha Saputra as a surveyor on February 25, 2007).

From the data collected after the author conducted an interview with one of the panorama motorcycle dealer employees, the rights and obligations of both parties in the practice of the lease agreement In general, buying a motorcycle can be described as follows:

The rights and obligations of the leasing party (panoramic motorcycle dealer) are as follows:

1. Rights of the rental seller

- a) The rental seller is entitled to the payment of the price of the motor vehicle from the rental buyer, according to their agreement in the agreement.
- b) The seller of the lease is entitled to the payment of a fine as a result of the delay in payment which should have been made by the buyer of the lease at the agreed time.
- c) 3). The rental seller has the right to hold or hold the Proof of Ownership of the Motorized Vehicle that is rented and purchased as collateral between the unpaid installments.
- d) The rental seller has the right to withdraw the motorized vehicle which is the object of the lease-purchase agreement, if the lease-purchase party violates the provisions contained in the lease-purchase agreement, including also if he does not make installment payments as mutually agreed by both parties.



## 2. Lease seller's obligations

In addition to the above rights, the rental seller also has the following obligations:

- a) Submit the motorized vehicle that is used as the object of the lease and purchase agreement to the lessee at the time of down payment.
- b) 2). Handing over the ownership rights to the motorized vehicle which is the object of the lease-purchase agreement to the lessee after the lessee pays the last installment as well as payment of the price of the motorized vehicle. In this case, it is the BPKB that is submitted.

### **c. Problems that arise in the implementation of the motorbike rental agreement at the Panorama Motor dealer in Surabaya**

In a lease-purchase agreement, if a tenant does not want to carry out what has been agreed, a tenant can be said to have been negligent or alpha or a tenant has defaulted. Regarding defaults or breaking promises, the most common thing that occurs at panoramic motorcycle dealers is the problem of arrears in installment payments from the tenants. It is emphasized that if the tenant pays the installment but it is not on time, the dealer is allowed to come to the tenant to collect the arrears of the installment (interview with Aidil Rohmat as deep collector on 15 February 2017).

Problems that arise in the motorbike rental agreement at the Panorama Motor Dealer in Surabaya are not only the problem of arrears in installment payments, but also the transfer of the object of the lease-purchase agreement, namely motorbikes to a third party (interview with Mrs. Harmamik as administration on 14 February 2017).

### **d. Implementation of a motorcycle rental agreement at a motorcycle panorama dealer in Surabaya**

The mechanism for implementing the motorbike rental agreement at the Panorama Motor dealer Sragen branch is basically the same as the rental-purchase agreement made by other dealers, namely by using a written agreement on a stamp duty of at least Rp.6000.00.

### **e. Resolution of problems that occurred in the implementation of the motorbike rental agreement at the Panorama Motor dealer Surabaya branch**

The problem that arises in the implementation of the motorbike rental agreement at the Panorama Motor Dealer Sragen branch which usually occurs is the problem of arrears in installment payments by the tenant, but it does not rule out the possibility that the tenant also transfers the object of the agreement to a third party. If the tenant does not want to pay the motorbike installments for two consecutive months, then the tenant is considered to be in default or breaking a promise. It should be understood that in a lease purchase agreement in any form, it means that both parties bind themselves to carry out something that has been agreed upon (achievement). However, in reality, it is possible that one of the parties does not carry out what has been agreed.

## V. Conclusion

From what the author has stated above, it can be concluded about the implementation of the lease-purchase agreement at the Panorama Motor Dealer, Sragen district, including:

1. The motorcycle rental agreement at the Panorama Motor Dealer is a single agreement based on a mutual agreement between the dealer and the prospective motorcycle renter.
2. In the event that the tenant defaults in the lease purchase agreement, the tenant is fully responsible for the risk. This is in accordance with the contents of the lease and purchase agreement that has been agreed between the two parties. Settlement of disputes by way of a court lawsuit is the last resort taken by the dealer, if the tenant really does not want to be responsible for all his mistakes, namely with the intention of transferring the motor vehicle which is the object of the lease purchase agreement.

## References

- Arief, S., 1983. *Hukum Perdata dan Hukum Dagang*, Alumni, Bandung. Badruzaman, M. D., 1994. *Aneka Hukum Bisnis*, Cetakan I, Alumni, Bandung.
- , 1980. *Perjanjian Baku (Standard) Perkembangan di Indonesia*. Universitas Sumatera Utara, Medan.
- , 1990. *Perlindungan Terhadap Konsumen Dilihat Dari Sudut Perjanjian Baku (Standar)*, BPHN, Binacipta, Jakarta.
- Harahap, M.Y., 1982. *Segi-Segi Hukum Perjanjian*, Alumni, Bandung.
- Hondius, 1978. *Standaardvoorwaarden*, dissertatie, Leiden Universiteit. Netherland.
- Ichsan, A., 1969. *Hukum Perdata I b*, pt. Pembimbing Massa, Jakarta
- Muhammad, A., 1982. *Dasar-Dasar Hukum Perikatan*. Alumni Bandung.
- Ngani, M. N., dan A. Qiron, 1984. *Sewa Beli Dalam Praktek dan Teori*. Liberty, Yogyakarta, Cet. I.
- Panggabean, H.P ., 1992. *Berbagai Masalah Yuridis Yang Dihadapi Perbankan Mengamankan Pengembalian Kredit Yang Disalurkan*, Varia Peradilan Th. VII No. 8 Mei.
- Prodjodikoro, W., 1977. *Perbuatan Melawan Hukum*, Bandung : Mandar Maju.
- , 1996 *Asas-Asas Hukum Perjanjian*. Sumur, Bandung.
- Saheredji, H., 1980. *Pokok-Pokok Hukum Perdata*, Aksara Baru, Jakarta. Satrio, J, 1996. *Hukum Perjanjian*. Bandung : PT. Citra Aditya Bakti.
- , 1999. *Hukum Perkatan : Perikatan Pada Umumnya*. Bandung : Alumni.
- Setiawan, R, 1999. *Hukum Perdata Dalam Teori dan Praktek*. Penerbit CV. Gramedia Jakarta.
- Shah, M. M., et al. (2020). The Development Impact of PT. Medco E & P Malaka on Economic Aspects in East Aceh Regency. *Budapest International Research and Critics Institute-Journal (BIRCI-Journal)*. Volume 3, No 1, Page: 276-286
- Shidarta., 2000. *Hukum Perlindungan Konsumen Indonesia*. Gramedia. Jakarta.
- , 1982. *Aneka Perjanjian*. Alumni, Bandung
- Toar, A. M., 1989. Sebagaimana dikutip Johannes Gunawan, *Product Liability dalam Hukum Bisnis Indonesia*, Orasi pada Dies Natalis XXXIX Universitas Katolik Parahyangan, Bandung.
- Wijaya, G., dan A. Yani., 2004, *Hukum Perlindungan Konsumen*, PT. Citra Aditya Bakti, Bandung.
- Wojowasito S, 1975. *Kamus Bahasa Indonesia*, Shinta Dharma, Bandung