
Sae Motor's Showroom's Responsibility to Consumers for Product Defects in the Used Motorcycle Sale and Purchase Agreement

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Abstract:

Product liability refers to the civil liability of business actors for losses experienced by consumers when using the products they provide, a concept known as *product liability*. Within the context of customer service management, the principle of responsibility outlined in the Consumer Protection Law is based on a presumptive principle, meaning that business actors are always presumed to be responsible. According to the principle of absolute responsibility, consumers are not required to prove the fault of business actors. Instead, consumers must demonstrate the existence of a product defect and establish the causal relationship between the defect and the injury or loss they have suffered. Under this principle, consumers still bear the burden of proving that the losses incurred are directly caused by defective products. This research employs a qualitative method using an empirical juridical approach. The primary data source is the sale and purchase agreement and the documented responsibilities of the business actor, while secondary data is drawn from books, journals, encyclopedias, dictionaries, and virtual sources. Data management techniques include interviews, direct observation, surveys, and the distribution of questionnaires. The results of this study indicate that the responsibility of the Sae motor showroom to consumers, in the context of customer service management, is evident when addressing product defects in the sales agreement for purchasing a used motorcycle.

Keywords: Defects, Responsibility, Agreement

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INTRODUCTION

Transportation is the physical movement of people or goods from one place to another within a certain period, utilizing or being moved by humans, animals, or machines. In general, transportation is divided into three categories: land transportation, sea transportation, and air transportation (Hussain, 2023; Meyer, 2016; Sumarno, 2020; Vuchic, 2017; Yoo et al., 2024). In the context of customer service management, when purchasing a motorcycle, there are sometimes defects in the product that are not visible to the naked eye and may not be detected by the dealer. In the buying and selling process, there are two terms in the cash method: the supplier of goods or the *distributor*, and the buyer. However, in credit purchases, several parties are involved: the first party is the dealer, the second party is the *leasing* company, and the third party is the consumer (Choi, 2020; Dyakonov et al., 2019; Farooq et al., 2018; Hong et al., 2023; Mandira et al., 2018). Cash purchases are relatively straightforward because only two parties are involved; thus, the purchase only requires administrative documentation, such as proof of ownership in the Vehicle Owner's Book, abbreviated as *BPKB*. In contrast, for credit purchases, the *leasing* company processes the vehicle using a system.

With the increasing public interest in motorcycle showrooms and dealers, these businesses have spread throughout Indonesia, even reaching remote areas and small villages. Each dealer or showroom establishes specific agreements with their consumers (Fairuz et al., 2020; Harahap et al., 2023; Mandala & Putri, 2021; Putri & Astuti, 2020; Triraharjo et al., 2019). For example, in the city of Serang, Banten, there are many motorcycle showrooms, including CV Sae Motor, which specializes in

selling various types of used motorcycles, particularly *Honda* and *Yamaha* brands. On average, CV Sae Motor sells 30 units of different types of motorcycles per month, with most consumers preferring automatic motorcycles.

However, in practice, many negative behaviors are found in the buying and selling of motorcycles, which can harm consumers and result in transactions that do not meet consumer expectations for quality relative to the price paid. Most consumers who purchase used motorcycles do not conduct thorough inspections or test rides; instead, they often only start the engine and visually inspect the exterior. This approach makes it difficult to detect hidden defects unless the motorcycle is tested and examined more carefully. Consumers often focus only on the outward appearance of the engine, neglecting to check for internal damage or defects.

Motorcycle sellers, in their marketing efforts, often present information in a way that suggests the motorcycle meets quality standards, thereby encouraging consumers to rely solely on trust. This is largely because consumers generally lack knowledge about the physical quality or technical specifications of the motorcycle being purchased.

In addition, there are two main entities in a transaction: the seller and the buyer, each with distinct rights and obligations. In certain cases, legal requirements such as age, mental capacity, and the absence of legal prohibitions must be met for a transaction to be valid. Minors must be accompanied by parents or guardians, and individuals with mental disabilities must be represented by companions. The nature of the product or ownership determines what can be sold or purchased, which may include exclusive goods or rights to non-exclusive goods.

According to Article 1320 of the Civil Code, four conditions must be met for an agreement to be valid: mutual agreement between the parties; legal capacity to enter into an agreement; a specific subject matter; and a lawful cause. If a seller fails to fulfill their obligations as stipulated in the agreement, consumers may sue for *default (wanprestasi)*. According to R. Subekti, default refers to the failure to fulfill obligations set out in an agreement, which can take the form of not performing what was promised; performing what was promised, but not as agreed; performing what was promised, but too late; or doing something that is not permitted by the agreement.

From a customer service management perspective, business actors are responsible for the used motorcycles they sell prior to delivery to consumers and must ensure all related documentation is complete. For example, in a 2024 case, a customer who purchased a motorcycle from the Sae Motor showroom reported discomfort while riding. Upon servicing, a mechanic discovered damage to the electrical wiring that required replacement. The customer returned to the showroom to file a complaint. This example illustrates that showrooms or sellers have a responsibility to address product defects and provide appropriate solutions to consumers.

Many cases are caused by hidden defects, often due to inadequate inspection by sellers prior to sale. Therefore, motorcycle sellers or showrooms should be held accountable and take all necessary steps to resolve issues arising from hidden defects. Warranties in motorcycle sales vary, including engine and electrical warranties, each with specific time periods. However, for engine warranty claims, dealers will not immediately replace the engine; they will first investigate the cause of the damage. For instance, if a new motorcycle has not been serviced at an authorized dealer or if oil changes do not follow the dealer's recommendations during the warranty period, the dealer may deny the claim, attributing the damage to consumer negligence.

This study thoroughly examines two prior studies on business actors' responsibilities in used vehicle transactions. The first, by Al Cania (2022), investigates used car sales practices at Artha Motor Padang Showroom, while Rusniati (2020) focuses on the legal analysis of hidden defects in similar transactions. Both studies highlight fundamental issues regarding the lack of business transparency and consumer vulnerability to losses from undetected product defects.

This research contributes significantly by addressing the limitations of previous studies. First, it specializes in the used motorcycle sector, which has unique technical characteristics and market

dynamics compared to used cars. Second, it offers a comprehensive analysis of legal responsibilities in both cash and credit purchase mechanisms, including implications involving *leasing* companies and insurance—areas previously underexplored. Third, the methodology is strengthened by combining primary data from in-depth interviews and field observations at showrooms, providing a more robust empirical foundation than literature-based studies alone. Fourth, this study systematically elaborates on dispute resolution mechanisms through both litigation and non-litigation channels, including the often-overlooked role of the Consumer Dispute Resolution Agency (*BPSK*).

The theoretical framework is supported by key references such as Nasution's (2011) work on consumer protection, Law Number 8 of 1999, and relevant provisions in the Civil Code. Substantively, this research aims to clarify the legal responsibilities of business actors (specifically CV Sae Motor) to consumers regarding product defects in used motorcycle transactions. The practical value of this study includes: enhancing consumer legal literacy to better understand and assert their rights; providing guidelines for business actors to improve transparency and accountability; and enriching academic knowledge in consumer protection law through specific case studies in the under-researched used motorcycle sector. Thus, this study not only addresses existing academic gaps but also offers practical solutions for stakeholders in the used motorcycle trading ecosystem.

RESEARCH METHODS

This study employs a qualitative method, without utilizing a defined population or samples. The research focuses on collecting in-depth and significant data. This type of research is descriptive-analytical, aiming to describe and analyze the form of responsibility of SAE Motor showrooms to consumers in the event of product defects within used motorcycle sale and purchase agreements. The data used consist of primary data, obtained through direct interviews with showroom representatives and consumers, as well as secondary data derived from literature studies, including laws and regulations, legal literature, and relevant documents. Data collection techniques include interviews, direct observation at the showroom, and documentation. All data are analyzed qualitatively by interpreting and describing the findings based on relevant legal theories and applicable laws and regulations, in order to obtain systematic and logical conclusions regarding the showroom's legal responsibility to consumers.

RESULTS AND DISCUSSION

Sae Motor Showroom Responsibility Against product defects in the used motorcycle sale and purchase agreement

In the transaction of buying and selling used motorcycles, the seller's legal responsibility is a crucial aspect that must be considered, especially related to the condition of the vehicle handed over to the buyer. The seller has the obligation to provide honest, transparent, and complete information regarding the physical and administrative condition of the vehicle being sold. This is in line with the principle in civil law which requires the existence of good faith in every agreement as stipulated in Article 1320 and Article 1491 of the Civil Code. Hidden defects, i.e. damage that is not visible at the time of purchase and only known later, can be the basis for default, if the seller does not disclose it honestly to the buyer. In such a condition, the seller is still considered responsible even if he is unaware of the defect.

The seller's liability for hidden defects, as stipulated in Article 1243 of the Civil Code, can be in the form of repairs to goods, partial refunds of prices, or in certain cases even cancellation of transactions. In practice, the resolution of disputes due to hidden defects is often pursued through non-litigation channels, such as deliberation or family settlement. This method is considered faster, more efficient, and able to maintain a good relationship between the seller and the buyer. However,

if the settlement does not yield results, the buyer has the right to take the litigation route, either through the Consumer Dispute Resolution Agency (BPSK) or through a lawsuit to the civil court.

The liability of dealers is specifically regulated in the Consumer Protection Law (UUPK) Number 8 of 1999, especially in Chapter VI, namely in Articles 19 to 28. The dealer's liability includes the following: (a) The Merchant is obliged to provide compensation for damage, pollution, and/or losses suffered by consumers due to the consumption of goods and/or services produced or traded. (b) Compensation as intended in paragraph (1) may be in the form of refund or exchange of goods and/or services of equivalent value, or in the form of treatment and/or provision of appropriate compensation.

In the Consumer Protection Law, the legal basis used by consumers to defend their rights is through claims for damages based on Articles 4 and 5 which regulate the rights and obligations of consumers. Furthermore, Articles 6 to 13 regulate the rights and obligations of business actors as well as prohibited actions for business actors. Regarding the responsibility of business actors or producers, specific provisions are regulated in Articles 19, 23, 24, 25, 27, and 28 of the Consumer Protection Law. Business actors have an obligation to provide compensation for damage, pollution, and/or losses experienced by consumers due to the use of goods and/or services produced or traded.

Article 19 of the Consumer Protection Law explains the responsibility of producers (business actors) based on error, in accordance with the provisions of Article 1365 of the Civil Code. However, this responsibility only applies if the business actor is proven guilty and meets the elements stipulated in the article. If the manufacturer can prove that the fault came from the consumer's side, then the risk will be borne entirely by the consumer.

If the consumer finds a hidden defect in the motorcycle that has been purchased, and in the condition of the trip to the showroom, then the warranty may be canceled or invalid for other reasons. With regard to compensation for damage caused by a vehicle accident, the warranty may or may not be enforceable in accordance with the agreement that has been made. For clarity, there are two methods in motorcycle buyers, namely:

Motorcycle purchase in cash

In this case, if the consumer purchases a vehicle in cash, the damage will not get insurance protection. Thus, consumers will not be protected by insurance nor get compensation from the showroom, the showroom is not responsible for losses arising from damage to the motorcycle purchased in cash and does not provide any warranty.

Motorcycle purchase on credit

If the purchase of a motorcycle is done on credit, generally the purchase process is carried out through a consumer financing scheme, which in this case is non-bank. In the event of an accident involving a motorcycle, insurance coverage will apply in accordance with the terms stated in the agreed credit contract.

Seller's liability efforts are very important to protect consumer rights, especially in the case of motorcycle damage caused by hidden defects. One of the steps that can be taken is to draw up a consumer financing agreement. This agreement aims to ensure that the seller remains responsible in the event of a product defect on the motorcycle that has been purchased.

This agreement is implemented especially for consumers who purchase motorcycles on credit, considering that at the sae motor showroom, the purchase process on credit is included in the leasing

financing framework (non-bank institutions). There is a certain agreement between the seller and the leasing party that regulates liability for damage. The leasing party will not immediately reimburse the cost of the damage without clarity regarding the cause and compliance with the provisions contained in the agreement between the seller and the leasing. The consequences of this will have an impact on the financing process between consumers and sellers.

One of the requirements that needs to be met by consumers when purchasing a motorcycle, especially if there is damage caused by product defects, is related to documents that must be completed by consumers, including: bpkb, stnk, original and physical invoices of the motorcycle, initial purchase receipts from the showroom

The Consumer Protection Law Theory put forward by A.Z. Nasution (2011) provides an important understanding of the legal relationship between business actors and consumers. Nasution emphasized that consumer protection does not only include formal legal aspects, but also concerns preventive and repressive efforts in guaranteeing consumer rights. According to him, the consumer protection law aims to prevent consumers from becoming disadvantaged parties by business actors who have a stronger bargaining position, as well as providing a protection mechanism if losses have occurred. In this context, showrooms as business actors are obliged to fulfill the principles of responsibility, transparency, and fairness in every transaction. Meanwhile, consumers have the right to get correct information, the right to comfort and safety in using products, and the right to receive compensation if there is a loss due to a product that is not suitable.

A.Z. Nasution also explained that consumer protection is a form of legal recognition of the asymmetric of information between sellers and buyers. In buying and selling used motorcycles, this condition is very likely to occur because sellers usually understand the technical condition of the vehicle better than consumers. Therefore, if the information provided is not complete or there is intentionality in hiding defects, then the position of consumers becomes very disadvantaged.

Legal settlement in default in the event of a product defect in the sale and purchase agreement of used motorcycles at the sae motor showroom

The definition according to Mulyadi is a product that does not meet the quality standards that have been determined, but by spending the cost of reworking to repair it, the product can economically be refined again into a good finished product. The role of a written agreement is also very important in providing legal certainty for both parties. By listing rights and obligations in detail in the agreement, both consumers and business actors have a clear legal basis if a dispute occurs. This is also strengthened by the provisions of Article 1508 of the Civil Code, which obliges the seller to be responsible for any form of hidden defect, even if the seller did not know about it at the time of the transaction. On the other hand, consumers also have an obligation as mentioned in Article 1513 of the Civil Code, namely to pay the agreed price of goods. The legal remedies that can be taken by consumers are as follows:

1. Return the purchased item and request a full refund of the amount paid.
2. Keeping the item and demanding a partial refund of the purchase amount.
3. Filing a lawsuit against business actors through institutions that take care of dispute resolution between consumers and business actors.
4. Filing a lawsuit against business actors through the general judicial channels.

Overall, the legal settlement of defaults due to hidden defects in the sale and purchase of used motorcycles shows the importance of the implementation of consumer protection laws as a whole. Sellers must be able to show good faith and openness, while consumers must also be active in protecting their interests by inspecting goods before buying and understanding their rights. Consumer protection law, as explained by A.Z. Nasution, exists as an effort to create a balance between the power of business actors and consumers in economic transactions, especially in the context of buying and selling used goods such as motorcycles.

CONCLUSION

In the buying and selling of used motorcycles, hidden defects—damages not visible at the time of transaction but discovered after use—often cause significant consumer losses. According to civil law and consumer protection regulations, sellers remain responsible for providing compensation for such defects unless the damage results from consumer misuse or negligence after delivery. This liability typically covers repairs or replacement parts rather than a full refund, but if the seller knowingly conceals a defect, they are fully liable for all consumer losses, constituting a legal default as supported by Law Number 8 of 1999, Article 24. To prevent disputes, sellers should practice transparency by providing honest, detailed information and written documentation about the motorcycle's condition, while consumers are encouraged to conduct thorough inspections and understand their legal rights. Strengthened education and oversight by government and related institutions are also essential to ensure fair consumer protection. For future research, it is suggested to explore the effectiveness of current dispute resolution mechanisms and the impact of digital platforms on transparency and accountability in used vehicle transactions.

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