

LEGAL PROTECTION FOR CONSUMERS IN PURCHASING HOMES FROM DEFAULT ACTIONS OF THE DEVELOPER

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Abstract:

Hundreds of victims of the alleged Quranic Residence housing fraud in Kemang, Bogor Regency, demanded their money be returned immediately. The losses suffered by the victims reached 12 billion. The claim was submitted after they felt cheated by PT Alfatih Bangun Indonesia, as a housing developer under the guise of sharia. PT Alfatih Bangun Indonesia has defaulted on consumers and shirked its responsibilities. The house promised by the developer now has not been built and is still in the form of vacant land. This writing aims to find out and analyze the legal protection of consumers for wanprestasi carried out by developers. This study uses a normative juridical approach, namely research that focuses on the discussion of secondary data in the form of legal materials, both primary, secondary and tertiary, supported by primary data. The result of the research is PT Alfatih Bangun Indonesia must be immediately responsible in accordance with Article 150 paragraph (2) of Law 1/2011. In addition, the developer concerned can also be criminally charged under Article 151 of Law 1/2011 and provide compensation to consumers due to the fault of business actors in accordance with Article 10 of Law Number 8 of 1999 concerning Consumer Protection. PT Alfatih Bangun Indonesia has defaulted on its consumers and neglected its responsibilities according to 1473-1512 of the Civil Code for sellers and articles 1513-1518 of the Civil Code for buyers.

Keywords: Developer, Legal Protection, Default, Buying and Selling Agreement



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INTRODUCTION

The residential property industry is multiplying due to the increasing human need for housing. The house is one of the basic (primary) human needs that should not be forgotten after food and clothing needs, and every human being needs a place to live, in this case called a house. In the current era, the house has undergone a transition as a basic need and has now become a necessity that provides protection. Housing has become a lifestyle (lifestyle) and provides comfort and shows character or nature. Those who do not have a home will not be able to get an everyday life, just like the homeless. In Indonesia, the need for housing has increased rapidly, especially in urban communities, because the population is vast. The house as a place to live has a very important and strategic role in shaping the character and personality of the nation as one of the efforts to prosper Indonesian people as a whole.

The mechanism in the process of a person or several people (consumers) to get the land and the building of the house. Basically or the outline of the developer conducts research or surveys to find and find a land area that is large enough suitable to be used as a residential area. So after being deemed worthy of the land, then approach the community holding land rights to voluntarily release or relinquish their land rights by providing compensation from the developer then, with the agreement of the holder of the land rights, the developer will be used as evidence to apply to the local land office CQ government and the competent authority to obtain a principle permit.

This housing business has become very profitable not only for business actors but also for consumers. When consumers want to own a house, consumers can easily own a house provided by a developer, whether the house is finished, under construction or still in the planning stage, often called housing implementation with an indenting system. Given that housing consumers come from various types of different financial backgrounds, for consumers with limited finances, buying a house with an installment payment scheme is undoubtedly very helpful rather than having to buy a finished house with full payment. Based on the Law of the Republic of Indonesia Number 20 of 2011 concerning Flats Article 1 number 15, a Developer is any person and government that undertakes housing and settlement development. Article 5 paragraph (1) Permendagri No. 5 of 1974 concerning Provisions Regarding the Provision and Granting of Land for Company Purposes states that a housing development company is a company that has a business in the field of housing construction of various types in large numbers on a land area which is a unitary residential environment equipped with infrastructure and social facilities needed by the resident community.

Problems that often arise in meeting the need for housing/complexes are aspects regarding consumers where consumers are in a disadvantaged position. Based on consumer complaints at BPN, consumer complaints against the housing sector have continued to increase in 2016 by as much as 11%, in 2017 by as much as 8%, and in 2018 by as much as 42.86%. The majority of housing problems occur in three stages, namely: Pre-transaction (license, land status, advertisement, method of selling, standard clause), Transaction (standard clause in PPJB, minutes of handover, AJB, review/separation, certificate of ownership), and Post-agreement transactions (problems that arise are consumer/buyer complaints and consumer dispute resolution efforts). One of the cases of buying and selling houses by developers that resulted in buyers experiencing losses occurred to consumers of the Quranic Residence housing in Kemang, Bogor Regency, where the developer of the Quranic Residence housing, namely PT Alfatih Bangun Indonesia, did not fulfill its obligations in building the house dreamed of by consumers, even though the consumers had paid nearly 12 billion to the developer. This case involved one hundred and twenty-five victims who suffered losses and were only given false promises when asked about the continuation of the construction of their houses. Consumers have run out of patience, so they report the developer to the local police.

The consumers of PT Alfatih Bangun Indonesia are disadvantaged due to the developer's poor commitment and often break the promotional promises advertised when offering the product. Prospective home buyers have paid in cash or credit under the buyer's and the buyer's agreement. Developers, but the commitments for the construction of residential buildings were not fulfilled. In other words, the obligations of consumers have been carried out, but the rights of consumers have not been fully fulfilled. In addition to the problem of the agreed-upon agreement, which was packaged attractively to consumers for the housing being marketed, it was not by what was given by the consumer. These problems often arise include building public facilities which the developer often ignores. In the sale and purchase agreement between the consumer and the developer, it is not uncommon for the consumer to be harmed because the developer does not fulfill the marketing problem that promises public facilities. If this continues to be ignored by consumers, it will cause losses for consumers. Consumer rights of housing buyers must continue to be fought.

Consumer Protection. Consumers are everyone who uses goods or services available in the community, both for themselves, their families, other people, and other living creatures and not for trading. Consumer Protection is all efforts that guarantee legal certainty to provide protection to consumers. Business actors and consumers have a legal relationship with each other. This legal relationship is born and creates rights and obligations for each party. In the implementation of this housing, the legal relationship between business actors and consumers arises because of an agreement. This agreement is a process where each party binds themselves to each other, which is where the agreement becomes law for them.

Article 1 Number 1 Law number 8 of 1999 concerning consumer protection provides an understanding of consumer protection as all efforts to ensure legal certainty to provide protection to consumers. The sentence that states "all efforts to ensure legal certainty" is a hope to be able to eliminate arbitrary actions that can harm business actors only for the benefit of consumer protection Article 1 number 2 of Law number 8 of 1999 concerning consumer protection provides an understanding of consumers is every person who uses goods or services available in the community, both for the benefit of himself, his family, other people, and other living creatures and is not for trade. By article 3 of the Consumer Protection Act, the objectives of Consumer Protection are:

1. Increase consumer awareness, ability and independence to protect themselves,
2. Elevating the dignity of consumers by avoiding the harmful excesses of the use of goods or services,
3. Increasing the empowerment of consumers in choosing, determining and demanding their rights as consumers,
4. Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information,
5. Growing awareness of business actors regarding the importance of consumer protection so that an honest and responsible attitude grows in doing business
6. Improving the quality of goods or services that ensure the business continuity of producing goods or services, health, comfort, security and safety of consumers.

Consumer Protection Law. The consumer protection law in Indonesia has a legal basis set by the government. With a factual legal basis, the protection of consumer rights can be carried out with complete optimism. The regulation on consumer protection law has been regulated in Law no. 8 of 1999 concerning Consumer Protection. Based on Article 1 point 1 UUPK, it is stated that consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Legal certainty to protect consumers in the form of protection of consumer rights, which is strengthened through special laws, gives hope that business actors do not act arbitrarily, which always harms consumer rights.

The purpose of law is to realize justice, benefit, and legal certainty. In realizing justice, Adam Smith gave birth to the doctrine of justice which states, "the end of the justice to secure from the injury. According to G.W. Paton, the rights granted by law do not only contain elements of protection and interests but also elements of will. The legal theory aims to explain legal values and postulates the most profound philosophical foundations. Law is essentially abstract, but in its manifestation, it can be concrete. A legal provision can be considered good if the consequences resulting from its application are goodness, maximum happiness and reduced suffering. In people's lives. Az. Nasution argues that consumer protection law is part of consumer law which contains principles or rules that regulate and contain properties that protect the interests of consumers. At the same time, consumer law is a law that regulates relationships and problems between various parties related to goods. Or consumer services in social life. However, some argue that consumer protection law is part of consumer law. We can see that consumer law has a broader scale because consumer law covers various legal aspects in which there are interests of consumers and one part of this consumer law is the aspect of protection, for example, how to defend consumer rights against interference from other parties.

Definition of Wanprestasi. Default comes from the Dutch language "wanprestie", which means the non-fulfillment of the achievements or obligations that have been set for certain parties in an engagement, whether an engagement born of an agreement or an engagement arising out of the law. Generally, all forms of agreement end with execution, and that is how it should be. It means that the parties fulfill the agreement to be carried out based on the conditions stated in the agreement. Fulfillment of agreements or things that must be carried out is called achievement.

With the performance of achievement, the obligations of the parties end. On the other hand, if a debtor does not do it, he is said to be in default.

The general understanding of default is the implementation of obligations that are not timely or carried out inappropriately. Default is the implementation of the agreement that is not timely or carried out inappropriately or not implemented at all. What is meant by default is a condition due to negligence or error, the debtor is unable to fulfill the achievements as specified in the agreement and is not in a state of coercion with the debtor. Default or non-fulfillment of promises can occur either intentionally or unintentionally.

According to Wirjono Prodjodikoro, default is the absence of achievement in contract law, meaning something must be carried out as part of an agreement. Perhaps in Indonesia, the term "promises are carried out for achievement and the lack of implementation is a promise for the default. Mariam Darus Badruzaman said that if the debtor "because of his fault" did not carry out what was agreed upon, then the debtor was in default or breached the contract. The word because of his fault is very important because the debtor does not carry out the agreed performance, not because of his fault. Default (or breaking promises) is closely related to the existence of a relationship or agreement between the parties. Both the engagement is based on an agreement by Article 1338 of the Civil Code to Article 1431 of the Civil Code and agreements originating from law as regulated in Article 1352 of the Civil Code to Article 1380 of the Civil Code. Regarding the meaning of default, according to Ahmadi Miru, default can be in the form of actions:

1. does not meet achievement at all
2. What is done is not perfect
3. late to meet the achievement,
4. do what the agreement is forbidden to do

Default has a very close relationship with a subpoena. Somasi itself is a translation of *ingerbrekestelling*. The summons is regulated in Article 1238 of the Civil Code and Article 1243 of the Civil Code. In general, a default occurs, i.e., a new default occurs if the debtor is declared to have failed to fulfill his performance in other words, a default exists if the debtor cannot prove that he has committed the default beyond his fault or due to coercive circumstances. Suppose in the implementation of the fulfillment of achievements, a grace period is not determined. In that case, a creditor is deemed necessary to warn or reprimand the debtor so that he fulfills his obligations. This warning is called a summons. Default compensation can be claimed according to the law in the form of "Kosten, Schaden en interessen" regulated in Article 1243 of the Civil Code. The losses that can be requested for replacement are not only costs that have been incurred (Kosten) or losses that have befallen the debtor's property (Schaden) but also in the form of loss of profit (interest), i.e., the profits that would have been obtained if the debtor had not negligent (*winstderving*). The losses that must be compensated include losses that can be predicted and are a direct result of the default, meaning that there is a cause-and-effect relationship between the default and the losses suffered. The Civil Code details the losses (which must be replaced) in three components as follows:

- a) Costs (Kosten) are all expenses or expenses that have actually been incurred by a party.
- b) Loss (Schaden) is a loss due to damage to the goods belonging to the creditor caused by the negligence of the debtor.
- c) Interest (interest) is a loss in the form of a loss of profit, which has been imagined or calculated by the creditor.

The provision of compensation as a result of default actions of an agreement can be given in various combinations, including the provision of compensation (in the form of loss, fees and interest), implementation of the agreement without compensation, implementation of the agreement and compensation, cancellation of reciprocal agreements without compensation. Loss, cancellation of reciprocal agreements and compensation.

Loss, cancellation of reciprocal agreements and compensation: Law of the Covenant. The provision of compensation as a result of default actions of an agreement can be given in various combinations, including the provision of compensation (in the form of loss, fees and interest), implementation of the agreement without compensation, implementation of the agreement and compensation, cancellation of reciprocal agreements without compensation.

- a. This formula is only suitable for unilateral agreements because the word "binding" only comes from one party.
- b. The definition is too broad because it does not mention that binding oneself is limited in the field of property law, so it can also include marriage agreements in the field of family law.
- c. Without mentioning the purpose, it is unclear what the parties are bound to do. So these shortcomings complete the definition of an agreement as an agreement in which two or more people bind themselves to carry out a thing in the field of property law.

Certain things, and (4) a legal cause. The conditions regarding the validity of an agreement have been regulated in Article 1320 of the Civil Code which states that for the validity of an agreement, 4 (four) conditions are needed, namely (1) agreement between those who bind themselves, (2) the ability to make an engagement, (3) an agreement. In this regard, R. Subekti grouped it into two, namely subjective conditions for the first and second terms and objective conditions for the third and fourth terms, namely:

Subjective Conditions. The subjective terms of the agreement relating to the legal subject or the parties who are bound or who make the agreement. The parties' agreement is an action or legal action that contains a statement of will between the parties. Article 1340 of the Civil Code states that the agreement is only valid between the parties who make it. However, related to the subject or the parties who make an agreement, the Civil Code distinguishes into three groups, namely: parties who entered into the agreement, heirs and those who have rights thereof and third parties. In an agreement that gives rise to a legal relationship, the subject of the agreement consists of at least two parties occupying different places. One person becomes the creditor, and the other person becomes the debtor. The creditor is the party who has the right to the achievement, while the debtor is the party who is obliged to fulfill the promised performance. In order to fulfill the legal requirements of an agreement, the parties who bind themselves must agree (toesteming) voluntarily.

Article 1315 of the Civil Code states that a person only makes an agreement for his benefit (personality principle). An agreement only lays down the rights and obligations between the parties who make it. However, there are exceptions based on Article 1317 of the Civil Code, that agreements can also be made for the benefit of third parties with certain conditions. The second subjective requirement is regarding the ability to act on the part of the parties. The ability to act is the ability or ability to carry out legal actions that have legal consequences. This means that the parties who make the agreement must be those who are authorized to carry out legal actions, as confirmed in Article 1329 of the Civil Code, which states that each person is authorized to make an engagement unless he is declared incompetent for that matter.

Objective Terms. The objective terms of the agreement relating to the object of the engagement. The object of the engagement is everything that has been agreed upon by the two parties concerned, which is called the achievement (principal of the agreement). In this case, the achievement is something that is the obligation of the debtor and is the right of the creditor. The first objective requirement requires an achievement to be determined or about a specific thing (certainty). In entering into an agreement, the rights and obligations of the parties must be determined so that it can be implemented. In this case, the principal of the agreement can be in the form of goods or services. The type of goods intended in the agreement must at least be determined. The second objective requirement, namely a legal cause, relates to the contents of the agreement itself, whether the agreement is contrary to law, public order and morality or not.

METHODS

Legal research is a scientific activity based on specific methods, systematics, and thoughts, which aims to study one or several legal phenomena by analyzing them. This study uses a normative juridical approach, namely research that focuses on the discussion of secondary data in the form of legal materials, both primary, secondary and tertiary, supported by primary data. The specification of this research is analytical descriptive, which is research that aims to describe the facts accompanied by an accurate analysis of the applicable national and international laws and regulations related to legal theories related to legal development.

RESULT AND DISCUSSION

Role and Perspective of Law No. 8 of 1999 Against Violations of Housing Consumer Rights. Humans need needs in order to fulfill their lives so that they can be said to be worthy. One of the essential human needs is the need for housing and at this time, many developers are starting to build housing, flats or apartments. In addition, many developers/developers started to market these units even before the building was completed. The Indonesian Consumers Foundation (YLKI) stated that in the last five years, the potential for housing crimes that harm consumers has been relatively high. There are many cases where consumers are criminalized, at least there are several types of violations that are often experienced by consumers who are categorized as criminals. First, many developers sell plots without buildings. Even though this is a clear violation, "What is the difference between developers and land speculators if they only sell plots," according to YLKI. Second, what often happens is that consumers buy houses without any licensing documents. Third, the consumer has paid off the house, but there is no proof of ownership because there has been no certificate resolution, and some have even disbanded the developer. Fourth, what often happens is the realization of social facilities and public facilities that are not as promised. When in the brochure, it says there are educational facilities, but in reality, it is only land. This violates Article 8 of the Consumer Protection Act. Developers can also change unilaterally. At first, it was said that they would build a fishing pond in a residential area, but apparently, the land was sold and a new house was built.

In addition, many notaries are willing to make a deed of sale and purchase land and buildings, even though the house has not been built. This deed was made as a condition so that consumers could apply for a People's Housing Credit (KPR) to the bank. This method will actually harm consumers. Consumers will have to repay the mortgage, but the house does not exist. If you stop, the bank will impose a penalty. Ironically, although it is classified as a crime, no legal action has been taken by the police regarding this matter. The police also often give different treatment. If the consumer reports there is no follow-up, but if the developer the response is faster. Enactment of Law No. 8 of 1999 is indeed a manifestation of the absorption of various aspirations that fight for the fate of consumers. However, this does not guarantee success in its implementation. Law No. 8 of 1999 concerning Consumer Protection in Article 8 paragraph (1) contains regulations that can protect consumers from various violations of business actors.

Unbalanced Home Buying and Selling Agreement. In the context of the relationship between business actors and consumers, of course, there is a form of agreement that is often offered by business actors, namely a standard agreement, which has a standard form. The standard agreement, namely an agreement that contains a standard clause or an exoneration clause; a clause containing the exemption or limitation of liability on the part of the business actor. In principle, Law no. 8 of 1999 does not prohibit agreements containing standard clauses, as long as the standard clauses do not include provisions as prohibited in Article 18 paragraph (1). Contract law has an open nature. According to Subekti, namely "to give the widest possible freedom to the community to enter into agreements containing anything, as long as it does not violate public order and decency".

Hundreds of victims of the alleged fraud in the Quranic Residence housing in Kemang, Bogor Regency, demanded their money be returned immediately. The demands were submitted after they felt they had been cheated by PT Alfatih Bangun Indonesia, as the developer of the

housing under the guise of sharia. One of the victims, Taufik, said that he had experienced the alleged fraud case two years ago. At that time, Taufik admitted that he had deposited Rp 81 million to buy a plot of land in the housing estate. However, until now, he has not got the promised house. The legal basis that can be used as a benchmark for house construction is the Regulation of the Minister of Public Works Number 29/PRT/M/2006 concerning Guidelines for Technical Requirements for Buildings. In Article 1 point 1 Regulation of the Minister of Public Works 29/PRT/M/2006, what is meant by a building is a physical form of construction work that is integrated with its domicile, partly or wholly located above or in the land or water that functions as a place for humans. Carry out its activities, both for housing or residence, religious activities, business activities, socio-cultural activities, as well as special activities. It can be said that PT Alfatih Bangun Indonesia from the start, has violated the above laws. The victims' losses have reached 12 billion, and until now the building that the developer promised has not yet appeared. This violates the original agreement so that consumers demand a refund.

Based on Article 19 of Law No. 8 of 1999 concerning Consumer Protection. The developer should have :

1. Is responsible for providing compensation for damage, pollution, or consumer losses due to consumer goods or services produced or traded.
2. The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of money or services of a similar or equivalent value, or health care or assistance in accordance with the provisions of the prevailing laws and regulations.
3. Payment of compensation is carried out within a grace period (7) seven days after the transaction date.
4. The provision of compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error.
5. The provisions as referred to in paragraphs (1) and (2) shall not apply if the business actor can prove that the error is the consumer's fault.

Suppose the developer has promised, but it is not built, or the criteria, specifications, requirements, infrastructure, facilities, and public utilities are not appropriate. In that case, they can be subject to administrative sanctions, which can be as stated in Article 150 paragraph (2) of Law 1/2011. In addition, the developer concerned can also be criminally charged under Article 151 of Law 1/2011, which reads as follows:

1. Everyone who organizes housing construction, who does not build housing by the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities as referred to in Article 134, shall be subject to a maximum fine of Rp. 5,000,000,000.00 (five billion rupiah).
2. In addition to the punishment as referred to in paragraph (1), the perpetrator may be sentenced to additional punishment in rebuilding housing by the agreed criteria, specifications, requirements, infrastructure, facilities, and public utilities.

In principle, residents of a housing complex, either a cluster or a townhouse, are consumers or end-users of a product or service. Therefore, it is protected by the Consumer Protection Act. Starting from the facilities that are not in accordance with the offer brochure to paying off the installments, but the house certificate does not come out. In addition, there are still many developers who do not provide public facilities (Fasum) and social facilities (Fasos) according to the rules. The threat for developers who do not fulfill their obligations to build public and social facilities is a fine of up to Rp. 2 billion or imprisonment for five years. The ratio between the area of facilities and housing is around 40 to 60. However, the ratio or percentage depends on the size of the housing complex being built. For small housing with an area of less than 5,000 m², the land for social facilities can be 20 percent or 30 percent. Mainly used for roads, drainage, culverts, and open land.

Responsibility of the Developer Who Defaulted on the Housing Sale and Purchase Agreement. Both parties are charged with rights and obligations in a buying and selling relationship, as regulated in 1473-1512 of the Civil Code for sellers and articles 1513-1518 of the Civil Code for buyers. The Civil Code has specifically regulated Article 1457 concerning buying and selling, which states that buying and selling is an agreement in which one party binds himself to deliver an object and the other party pays the promised price. Because buying and selling is an agreement, the legal principle that applies in an agreement is freedom of contract (*pacta sunt servanda*) which is regulated in Article 1338 paragraph (1) of the Civil Code which reads, "All agreements made legally valid as law for them. who made it." Thus, everything that has been agreed upon by the seller and buyer in a valid sale and purchase agreement according to Article 1320 of the Civil Code (there is an agreement, the ability of the parties to make an agreement, a specific matter and a legal cause) will bind the parties to obey and comply with the clauses in the agreement.

Default committed by this developer has legal consequences for the developer himself, namely the legal responsibility for what he has done. In the legal dictionary, responsibility is a must for someone to carry out what has been required of him. Responsibility is the obligation to bear everything, if anything happens, it can be sued, blamed, and sued. In civil law, the responsibility of the party who defaults is manifested in the form of providing compensation to the injured party, as Moegni Djojodirjo's opinion that compensation in civil law can arise due to default as a result of an agreement.

In Article 1239 and Article 1243 of the Civil Code it is stated that losses (which must be replaced) include three components, namely Costs (which have been incurred), Loss (losses suffered), and Interest (expected gains or interest). Compensation given to consumers due to the mistakes of business actors is also regulated in Article 10 of Law Number 8 of 1999 concerning Consumer Protection, which reads:

1. Business actors are responsible for providing compensation for damage, pollution, and consumer losses resulting from using goods produced or traded.
2. Compensation can be in the form of refunds or replacement of goods or services of similar or equivalent value, health care, or compensation according to the provisions of the applicable law.
3. Compensation is given within 7 days after the transaction date.
4. The provision of compensation in paragraphs 1 and 2 does not rule out the possibility of criminal charges based on further evidence.
5. The provisions as referred to in paragraphs 1 and 2 shall not apply if the business actor can prove that the error is the fault of the consumer.

The seller's primary obligation is to deliver the goods and bear them. What is meant by a bear here is the seller's obligation to bear or guarantee enjoyment, peace and bear or guarantee a sense of security. According to R. Subekti, the obligation to bear peace means that the seller is obliged to guarantee that the buyer will not be disturbed by other people in terms of wearing or using the goods he bought. For this obligation, the seller is responsible for all claims of third parties relating to the goods he sells.

The forms of default that occur in the implementation of the preliminary home purchase agreement between the developer (developer) and the consumer (buyer) are as follows :

1. Late payment of home purchase installments
2. Cancellation of home purchase
3. Delay in completion of house construction

There are various kinds of parties who do not fulfill their achievements even though they have previously agreed to be carried out. The types of default are as follows :

1. Default in the form of not meeting performance
2. Default in the form of being late in fulfilling achievements
3. Default in the form of imperfect fulfillment of achievement

4. Default does something that the agreement cannot do.

As stated in Article 19 paragraph (1), business actors are obliged to be responsible for providing compensation to consumers who are harmed here. What is meant here is that the developer who does not build public facilities in his housing project. Based on paragraph (2) of Article 19, the compensation as referred to in paragraph (1) can be in the form of a refund and in this case several fines can also be imposed on the developer who is considered negligent in not building public facilities in his housing development project. The provision of compensation and a fine does not eliminate the possibility of criminal prosecution based on further evidence of an element of wrongdoing. Talking about responsibility cannot be separated from the principles of responsibility because the principle of responsibility is a very important matter in consumer protection, caution is needed in analyzing who should be responsible for the burden of the parties - related parties.

CONCLUSION

Hundreds of victims of the alleged fraud in the Quranic Residence housing in Kemang, Bogor Regency, demanded their money be returned immediately. Losses suffered by the victims reached 12 billion. The demands were submitted after they felt they had been cheated by PT Alfatih Bangun Indonesia, as the developer of the housing under the guise of sharia. This developer must be immediately responsible in accordance with Article 150 paragraph (2) of Law 1/2011. In addition, the developer concerned can also be criminally charged under Article 151 of Law 1/2011 and provide compensation to consumers due to the fault of business actors in accordance with Article 10 of Law Number 8 of 1999 concerning Consumer Protection. PT Alfatih Bangun Indonesia has defaulted on its consumers and neglected its responsibilities according to 1473-1512 of the Civil Code for sellers and articles 1513-1518 of the Civil Code for buyers.

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