

Legal Protection for Parking Service Users to Standard Agreements Containing Exclusion Clauses

Eka Satya Kartika Utama^{1*}, Merry Tjoanda², Sarah Selfina Kuahaty³

¹, Postgraduate Program Master of Law, Universitas Pattimura, Ambon, Indonesia

^{2,3}, Faculty of Law, Universitas Pattimura, Ambon, Indonesia.

 : eka.satya.kartika.utama@gmail.com

Corresponding Author*



Abstract

Introduction: The high mobility of society can be seen from the increasing number of vehicles. These vehicles certainly need a place to park, because it is impossible to use them continuously without being parked. However, in the management of parking lots, parking managers still include exoneration clauses, both on parking tickets and at parking locations.

Purposes of the Research: Review and analyze the legal protection of parking service users who apply an exoneration clause.

Methods of the Research: This research is a normative legal research, using a statute approach and conceptual approach. The sources of legal materials used a primary, secondary, and tertiary legal material, then analyzed qualitatively.

Results Main Findings of the Research: The form of legal protection for users of parking services containing an exoneration clause is to give protection to the fulfillment of consumer rights as users of parking services, where the parking management is obliged to ensure the safety of vehicles parked in parking facilities and is responsible for providing compensation in case of damaged or loss. If the parking management continues to violate the law, sanctions will be imposed, both administrative and criminal sanctions.

Keywords: Legal Protection; Parking; Exoneration Clause.

Submitted: 2024-07-10

Revised: 2025-10-30

Accepted: 2025-11-17

Published: 2025-11-19

How To Cite: Eka Satya K Utama, Merry Tjoanda, and Sarah Selfina Kuahaty. "Legal Protection for Parking Service Users to Standard Agreements Containing Exclusion Clauses." PAMALI: Pattimura Magister Law Review 5 no. 3 (2025): 428-436. <https://doi.org/10.47268/pamali.v5i3.2234>

Copyright © 2025 Author(s)



Creative Commons Attribution-NonCommercial 4.0 International License

INTRODUCTION

The high mobility of the community can be seen from the increasing number of vehicles, both cars and motorcycles. These vehicles certainly need a place to park, as it is impossible to use them continuously without being parked. The need for parking spaces has resulted in the emergence of more and more parking facilities in public places. For example, parking in shopping centers, supermarkets, restaurants, and banks, some are managed by themselves or are left to parking services, or parking in the area of the road.

The Preamble to the 1945 Constitution expressly states that one of the goals of the Republic of Indonesia is to protect the entire Indonesian nation. In addition, both parking managers and parking service users are citizens who have the same position in law and government and are obliged to uphold the law and government without exception, as mandated in Article 27 of the 1945 Constitution. Article 1 Number 15 of Law Number 2 of 2009 concerning Road Traffic and Transportation (LLAJ Law) defines parking as a state where the vehicle stops or does not move for a while and is abandoned by the driver.

When leaving their vehicle at the parking location, parking service users certainly hope that the vehicle and the goods on or in the vehicle are still safe. Parking service users entrust the security of the vehicle and the goods in or in the vehicle to the parking manager to be guarded until the time is taken. However, sometimes parking service users are disadvantaged because the vehicle or goods in the vehicle that are entrusted are lost or damaged. When this incident occurred, the parking officer/manager/parking lot provider refused to take responsibility, under the pretext that they had included a writing on the parking ticket sheet and in the area around the parking stating that they were not responsible for any form of loss or damage to vehicles or goods on vehicles that occurred in the parking lot. This is a form of standard clause that contains the transfer of responsibility of business actors.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) is the government's effort to provide protection to consumers. In Article 1 Number 1 of the UUPK, consumer protection is defined as all efforts that ensure legal certainty to provide protection to consumers. However, even though it is referred to as the UUPK, this law not only pays attention to the interests of consumers, but also pays attention to the interests of business actors.¹ Consumer protection cannot be separated from healthy business activities, because there is a balance of legal protection between consumers and producers. Unbalanced protection puts consumers at a disadvantage. Especially if the product produced by the producer is a limited type of product, then the producer can abuse his position as a monopoly, thus harming consumers.²

According to UUPK Article 1 Number 10, a standard clause is any rule or provision and conditions that have been prepared and determined in advance unilaterally by business actors that are outlined in a document and/or agreement that is binding and must be fulfilled by consumers. A standard agreement is a written contract whose content has been standardized in advance by business actors, and is offered en masse to consumers, regardless of the conditions that consumers have. The inclusion of writings such as, "any loss or damage to vehicles or goods is not the responsibility of the parking attendant/parking manager" contained in the parking ticket or around the parking area is a form of transfer of the business actor's responsibility for damage or loss of goods and vehicles at the parking location.

Based on Article 18 paragraph (1) of the UUPK, the inclusion of a standard clause stating that the transfer of responsibility of business actors is prohibited, and the clause is declared null and void based on Article 18 Paragraph (3) of the UUPK. The standard clause that states the transfer of responsibility of business actors is also called an exoneration clause. Rijken stated that an exoneration clause is a clause that is included in a contractual relationship with an effort to avoid fulfilling an obligation in the form of compensation either in whole or in part due to the denial of the agreement.³

In conducting business transactions, business actors and consumers always try to find a way to guarantee their rights and obligations in writing through a business contract. However, to streamline work, business actors sometimes make contracts for the same activities in the form of standard contracts/agreements. However, business actors must be careful in making their agreements, because there are several requirements that must be met

¹Ahmadi Miru and Sutarman Yodo, *Hukum Perlindungan Konsumen*, (Jakarta: Rajawali Pers, 2014), p. 1.

²Ahmadi Miru, *Prinsip-Prinsip Perlindungan Hukum bagi Konsumen di Indonesia*, (Depok: Rajawali Pers, 2011), p. 1.

³Ahmadi Miru, *Hukum Kontrak, Perancangan Kontrak*, (Jakarta: RajaGrafindo Persada, 2007), p. 40.

in accordance with the provisions of the standard clauses in the UUPK.⁴ In general, there are 4 (four) basic rights owned by consumers, namely *the right to safety, the right to be informed, the right to choose, and the right to be heard*.⁵ Meanwhile, parking service business actors have obligations that must be fulfilled, as stated in Article 7 of the UUPK, which include good faith in carrying out their business activities; compensating, compensating and/or compensating for losses resulting from the use, use and utilization of traded goods and/or services; provide compensation, compensation, and/or reimbursement if the goods and/or services received or utilized are not in accordance with the agreement. If the vehicle that uses the parking service, and the goods contained in the consumer's vehicle are lost or damaged, then the parking service business actor cannot simply release responsibility, because in civil terms the act is included in the unlawful act, based on Articles 1365, 1366 and 1367 of the Civil Code (Civil Code).

In addition, in order to realize comfort, security, safety, order and smoothness both in traffic and for parking service users, the Ambon City Government has established Ambon City Regional Regulation Number 6 of 2019 concerning the Implementation of Parking (Regional Regulation on the Implementation of Parking). According to the regulation, parking operators have an obligation to ensure the safety of vehicles parked in parking facilities, and have responsibilities, including: vehicles parked in the Parking Space Unit (SRP) provided, and maintaining security and order in parking facilities. In addition, parking officers provided by parking operators also have a duty to maintain order and safety of vehicles parked in parking spaces that are their responsibility.

Parking service businesses are not only managed directly by parking lot owners, but there are also those who use parking service companies that then hire parking attendants. One example is the parking lot located at one of the fast food restaurants, KFC Rumah Tiga. The parking lot is managed by PT. Glorious thanks to Tamari's efforts. Managing the parking lot, the parking service has a parking attendant, and provides parking tickets/tickets as proof of parking. However, the parking ticket/ticket includes a standard clause, "All losses are not the responsibility of the parking officer/manager." Meanwhile, a banner was also installed in the restaurant's parking area that included the standard clause, "KFC special parking – Helmets and other valuables please be stored properly, KFC is not responsible for the loss of your valuables. Thank you." The two standard clauses are both a form of transfer of responsibility to business actors, where KFC as the party that owns the parking lot does not want to be responsible for the loss of goods that occur in the parking lot area it owns, while PT. Gemilang Berkas Usaha Tamari as a parking lot manager also does not want to be responsible. Both take refuge behind clauses that have been included in the parking area and on the parking ticket if there are vehicles or belongings belonging to parking service users that are lost. In fact, the UUPK has clearly prohibited the inclusion of standard clauses that state the transfer of responsibility of business actors.

METHODS OF THE RESEARCH

The type of research used is normative legal research or literature law research, because it focuses on literature materials to test a applicable norm or provision. This research uses a *statue approach* and a *conceptual approach*, with the source of legal materials used being primary legal materials, namely laws and regulations; secondary legal materials, such as

⁴Arief Safari, et.al., *Unboxing Perlindungan Konsumen di Indonesia* (Bogor: Penerbit IPB Press, 2020), p. 43.

⁵Shidarta, *Hukum Perlindungan Konsumen Indonesia*, (Jakarta: Grasindo, 2000), p. 16.

books, journals and the internet related to research; as well as tertiary legal materials that can provide additional explanations of primary and secondary legal materials, in the collection of these legal materials literature study techniques are used, and qualitative analysis is used to analyze the legal materials obtained.

RESULTS AND DISCUSSION

A. The Form of Responsibility of Parking Service Business Actors as a Result of the Implementation of the Exoneration Clause

Ahmad Sudiro stated that in the law there are three theories of responsibility related to the settlement of compensation payments, namely: a) theory of liability based on *fault theory*; b) the theory of liability based on presumption of *liability theory*; c) *Strict Liability Theory*.⁶ The theory of liability is based on the element of *fault liability theory*, which in Indonesia is known as responsibility based on acts that violate the law, and bring harm to others, obliging the person who caused the loss due to his fault to compensate for the loss. The *presumption of liability theory* states that the defendant is always held responsible, until the defendant can prove otherwise that he is innocent. Meanwhile, *strict liability theory* is a theory that examines that responsibility applies without the need to prove the element of error/negligence. This theory of absolute responsibility in its application will of course better protect the interests of consumers, because the payment of compensation to consumers must be paid by business actors regardless of whether there are mistakes/negligence committed by business actors in their business activities.⁷

Normatively, unlawful acts in Indonesia refer to the provisions contained in Article 1365 of the Civil Code, which has elements, the existence of a case, unlawful, the existence of an error, the existence of a loss, the existence of a causal relationship (cause and effect) between the act committed and the loss caused.⁸ Unlawful acts are not only contrary to the law, but also acts or inactions that violate the rights of others, contrary to morality and prudence, propriety and propriety in society. Unlawful acts are regulated in Articles 1365 to 1380 of the Civil Code.

Regarding the inclusion of an exoneration clause on the parking ticket, if there is damage or loss of the vehicle parked at the parking location managed by PT. Gemilang Thanks to Tamari's Business, because the parking officer could not maintain the vehicle entrusted to him so that he could not return it in its original state, and caused losses to the vehicle owner, the parking manager has committed an unlawful act, because the exoneration clause contained in the parking ticket is a clause that transfers the responsibility of the parking manager, which is contrary to Article 18 paragraph (1) letter a of the UUPK.

In Article 1706 of the Civil Code, the recipient of the deposit is required to maintain the entrusted goods he receives as well as possible, such as maintaining his own belongings, then Article 1714 the recipient of the trust is obliged to return the same goods as the one he received. Based on these two articles, the parking manager is not only obliged to maintain or maintain vehicles parked in his/her parking area such as maintaining or maintaining

⁶Ahmad Sudiro, *Ganti Kerugian dalam Kecelakaan Pesawat Udara Studi Perbandingan AS-Indonesia*, (Jakarta: Pusat Studi Hukum dan Ekonomi Fakultas Hukum Universitas Indonesia, 2011), p. 21-26.

⁷ H. Salim, HS and Erlies Septiana Nurbani, *Penerapan Teori Hukum Pada Penelitian Disertasi dan Tesis (Buku Kedua)*, (Depok: Rajawali Pers, 2017), p. 215-216.

⁸ Tajuddin Noor, et. al, "Tinjauan Yuridis Terhadap Perbuatan Melawan Hukum Atas Menempati/Menguasai Tanah dan Bangunan Hak Orang Lain (Studi Kasus Putusan Nomor 340/PDT.G/2015/PN.MDN)", *Jurnal Hukum Responsif* 7, no. 7 (2019), p. 130. <https://jurnal.pancabudi.ac.id/index.php/hukumresponsif/article/view/497/469>

his/her own vehicle, but also is obliged to return the vehicle he received in the same circumstances as when the vehicle was handed over by the consumer to be parked in his/her parking area. From articles 1706 and 1714 of the Civil Code, it implies that if the parked vehicle is damaged or lost, the parking manager must compensate for the damage or loss.

The responsibilities of business actors have been regulated in Article 19 of the UUPK, as follows: 1) Business actors are responsible for providing compensation for damage, pollution, and/or losses to consumers due to consuming goods and/or services produced or traded; 2) The compensation may be in the form of a refund or replacement of goods and/or services of the same or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of the applicable laws and regulations; 3) The provision of compensation is carried out within a grace period of 7 (seven) days after the date of the transaction; 4) The award of damages does not eliminate the possibility of criminal prosecution based on further evidence of the existence of an element of fault; 5) The provision of compensation does not apply if the business actor can prove that the fault is the fault of the consumer.

In addition to Article 19 of the Civil Code, Articles 1365, 1366, and 1367 of the Civil Code also regulate compensation. Article 1365, "Every act that violates the law and causes harm to another person, obliges the person who caused the harm because of his fault to compensate for the loss." Article 1366, "Everyone is responsible, not only for damages caused by his actions, but also for damages caused by his negligence or recklessness." Article 1367, "A person is not only responsible for the losses caused by his own actions, but also for the losses caused by the actions of those under his dependents or by the goods under his control. From these articles, it can be explained that if in the management of parking carried out by PT. Gemilang Berkas Usaha Tamari causes losses (damage or loss) for vehicle owners who park their vehicles at the parking location they manage, so the parking manager is obliged to compensate for losses either in the form of money or goods or similar vehicles or with a value equivalent to the losses caused. In addition, the parking manager must also be responsible for his or her negligence in managing the parking if the vehicle owner damages or loses goods/vehicles in the parking area he manages. Furthermore, because the parking manager employs an officer/parking attendant in managing the parking lot, the parking manager is not only responsible for the losses experienced by the vehicle owner due to his own actions but also responsible for the actions carried out by the officer/parking attendant he employs. In addition to being responsible for the vehicles entrusted to the parking location they manage, the parking manager is also responsible for the goods in the vehicle. Because as stated in Articles 1706 and 1714 of the Civil Code, where the parking manager is obliged to maintain or maintain the parked vehicle as if it were his own, and is obliged to return the vehicle in the same condition as when it was received. Thus, if there is a loss of goods in the parked vehicle, it is still the responsibility of the parking manager.

In connection with the inclusion of a clause on the parking ticket that contains an exoneration clause, "*All losses are not the responsibility of the parking officer/manager.*", is a form of standard clause that states the transfer of responsibility of business actors, and according to article 18 paragraph (1) the clause is prohibited from being included. Therefore, according to Article 18 paragraph (4) of the PT. Gemilang Berkas Usaha Tamari is obliged to adjust the standard clause so that it does not conflict with the UUPK. Article 18 paragraph (2) of the Regional Regulation on Parking Implementation has also required parking operators to

ensure the safety of vehicles parked at parking facilities, and in Article 21 points a and d also stipulate that parking operators are responsible for vehicles parked at the SRP provided, as well as maintaining security and order at parking facilities. In the internal KFC memo No. 018/GAO-MKS-KFC/INT/VII/2022, it has also been stated that the parking manager, in this case PT. Gemilang Berkas Usaha Tamari is responsible for handling and replacing cases related to damage and/or loss cases in accordance with applicable provisions and procedures and will be coordinated with *security* at the parking location.

Because of the inclusion of the exoneration clause which reads, "*All losses are not the responsibility of the parking officer/manager.*" on the parking ticket owned by PT. Gemilang Berkas Usaha Tamari as the parking manager at KFC Rumah Tiga was declared null and void, and in accordance with the KFC Internal Memo, the parking manager must be responsible for handling and replacing if there is damage and/or loss to the parking location he manages.

B. Forms of Legal Protection for Parking Service Users Who Apply Exoneration Clauses

Legal protection is all efforts to fulfill rights and provide assistance to provide a sense of security to witnesses and/or victims, such as in the form of restitution, compensation, medical services, and legal assistance,⁹ there are two forms of legal protection according to Philipus M. Hadjon, namely preventive protection and repressive protection.¹⁰ The purpose of preventive legal protection is legal protection provided by the government with the aim of preventing before a violation occurs. This is intended to prevent a violation and provide signs or limitations in carrying out an obligation. Meanwhile, repressive legal protection is the final protection in the form of sanctions or fines, imprisonment, and additional punishments given in the event of a dispute or a violation has been committed.

One form of preventive legal protection is the enactment of the UUPK, which is intended to prevent the occurrence of a violation and provide signs or limitations in the implementation of rights and obligations between business actors and consumers. Legal protection to consumers is regulated in the UUPK. Article 1 number 1 of the UUPK defines consumer protection as all efforts that ensure legal certainty to provide protection to consumers. Article 4 of the UUPK regulates consumer rights, which include the right to comfort, security and safety in consuming goods and/or services, as well as the right to get compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be. In accordance with this article, in relation to the use of parking services, the parking manager must be able to provide a sense of security to the vehicle owner, in addition, if the vehicle owner feels aggrieved if he suffers damage or loss, he has the right to ask for compensation. Meanwhile, based on Article 7 of the UUPK, parking managers are required to be in good faith in running their business, as well as compensate vehicle owners for losses they experience in using the parking services they manage.

In addition, to provide protection to consumers, the UUPK has also regulated the inclusion of standard clauses, which are contained in Article 18. Article 18 paragraph (1) point a of the UUPK regulates that business actors in offering goods and/or services intended for trade are prohibited from making or including standard clauses in every

⁹ Soerjono Soekanto, *Pengantar Penelitian Hukum*, (Jakarta: UI Press, 1984), p. 133.

¹⁰ Tim Hukum Online, "*Teori-Teori Perlindungan Hukum Menurut Para Ahli*", Hukumonline.Com, 2022, <https://www.hukumonline.com/berita/a/teori-perlindungan-hukum-menurut-para-ahli-lt63366cd94dcbc>.

document and/or agreement if it states the transfer of responsibility of business actors. This arrangement is intended to make the position of consumers equal to business actors based on the principle of freedom of contract, so as to prevent actions that can harm consumers. In addition, Article 18 paragraph (3) of the UUPK affirms the inclusion of a standard clause that states that the transfer of responsibility of business actors is declared null and void. An act is declared null and void, because its nullity is based on the law. Null and void for the sake of law results in the legal act concerned by law being considered to have never existed.¹¹ In addition, business actors are also required to adjust standard clauses that are contrary to the UUPK, as contained in Article 18 paragraph (4) of the UUPK.

Another form of preventive protection that can be carried out by the government is to supervise the implementation of consumer protection, in Article 52 letter c of the UUPK, the government gives tasks and authority to the Consumer Dispute Resolution Agency (BPSK) to supervise the inclusion of standard clauses. In addition, Government Regulation Number 58 of 2001 concerning the Development and Supervision of the Implementation of Consumer Protection also regulates the role of the government in consumer protection efforts. Article 2 of Government Regulation Number 58 of 2001, emphasizes that the government is responsible for fostering the implementation of consumer protection which ensures the acquisition of the rights of consumers and business actors as well as the implementation of the obligations of consumers and business actors. Supervision of the implementation of consumer protection carried out by the government also includes the inclusion of standard clauses, as stated in Article 8 of Government Regulation Number 58 of 2001.

The form of repressive legal protection provided is the imposition of sanctions for business actors who do not meet or violate the provisions of Article 18 of the UUPK, both prison and fine sanctions. The form of sanction according to Article 62 paragraph (1) of the UUPK, is a maximum prison sentence of 5 (five) years or a fine of up to IDR. 2,000,000,000.00 (two billion rupiah). Furthermore, Article 63 of the UUPK also regulates criminal sanctions as referred to in Article 62, additional penalties can be imposed in the form of confiscation of certain goods, announcement of a judge's decision, payment of compensation, order to stop certain activities that cause consumer losses, obligation to withdraw goods from circulation, or revocation of business licenses. In addition to Article 18, Article 19 of the UUPK also regulates the responsibility of business actors to provide compensation for damage and/or losses to consumers due to the use of goods and/or services. If the business actor violates these provisions, the Consumer Dispute Resolution Agency (BPSK) can impose administrative sanctions in the form of determining compensation of a maximum of IDR. 200,000,000.00 (two hundred million rupiah), as stated in Article 60 of the UUPK. Article 23 of the UUPK stipulates that business actors who refuse and/or do not respond and/or do not meet the compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3) and paragraph (4), can be sued through the Consumer Dispute Resolution Agency (BPSK) or submit to the judicial body where the consumer is domiciled. Efforts to resolve consumer disputes are regulated in Articles 45 to 48 of the UUPK.

Based on Article 45 paragraph (1) and paragraph (2) of the UUPK, if the vehicle owner is harmed by the parking manager, he can file a lawsuit against the business actor through the

¹¹ Diana Pujiningsih, "Perlindungan Konsumen terhadap Klausula Eksonerasi dalam Perjanjian Jual Beli Rumah menurut Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen", *Jurnal Manajemen Diversitas* 1, no. 3, (2021), p. 154.

institution in charge of resolving disputes between consumers and business actors or through the courts in the general judicial environment, and the resolution of the consumer dispute can be pursued through the court or outside the court based on the voluntary choice of the parties to the dispute. Article 47 of the UUPK explains that the settlement of consumer disputes outside of court is held to reach an agreement on the form and amount of compensation and/or regarding certain actions to ensure that the losses suffered by consumers will not occur again or will not be repeated. Meanwhile, dispute resolution through the courts is explained in Article 48 of the UUPK, where dispute resolution through the courts refers to the provisions of the applicable general judiciary by paying attention to the provisions in Article 45 of the UUPK.

According to Edi Yanto, et al.,¹² dispute resolution can be resolved through 2 (two) channels, namely non-litigation in the form of dispute resolution outside the court, including through the National Consumer Protection Agency (BPKN), the Consumer Dispute Settlement Agency (BPSK), LPKSM (Non-Governmental Consumer Protection Institute); and litigation in the form of a final means (*ultimum remedium*) after other alternative dispute resolution does not yield results.

CONCLUSION

Legal protection for parking service users that contain an exoneration clause is divided into 2 (two) forms, namely preventive and repressive. Preventive legal protection is to ensure the fulfillment of the rights of consumers as parking service users, where the parking manager is obliged to maintain the safety of vehicles parked in parking facilities and is responsible for providing compensation in the event of damage or loss to vehicles and goods in the parked vehicles. In addition, there is also supervision of the implementation of consumer protection by the government and BPSK. Meanwhile, repressive legal protection is by providing sanctions to parking managers, both administrative sanctions in the form of compensation and prison or fines, as stipulated in the UUPK. If they feel aggrieved, then parking service users can file a lawsuit with the parking service manager through an institution tasked with resolving disputes between consumers and business actors or through a court in the general judicial environment.

REFERENCES

- Ahmad Sudiro, *Ganti Kerugian dalam Kecelakaan Pesawat Udara Studi Perbandingan AS-Indonesia*, Jakarta: Pusat Studi Hukum dan Ekonomi Fakultas Hukum Universitas Indonesia, 2011.
- Ahmadi Miru, *Hukum Kontrak, Perancangan Kontrak*, Jakarta: RajaGrafindo Persada, 2007.
- Ahmadi Miru, *Prinsip-Prinsip Perlindungan Hukum bagi Konsumen di Indonesia*, Depok: Rajawali Pers, 2011.
- Ahmadi Miru and Sutarman Yodo, *Hukum Perlindungan Konsumen*, Jakarta: Rajawali Pers, 2014.
- Arief Safari, et.al., *Unboxing Perlindungan Konsumen di Indonesia*, Bogor: Penerbit IPB Press, 2020.

¹² Edi Yanto, et al., "Perlindungan Hukum Konsumen Jasa Parkir Ditinjau dari Hukum Positif", *Media Keadilan : Jurnal Ilmu Hukum* 11, no. 1 (2020), p. 126. <https://journal.ummat.ac.id/index.php/JMK/article/view/2264>

- H. Salim, HS and Erlies Septiana Nurbani, *Penerapan Teori Hukum Pada Penelitian Disertasi dan Tesis (Buku Kedua)*, Depok: Rajawali Pers, 2017.
- Diana Pujiningsih, "Perlindungan Konsumen terhadap Klausula Eksonerasi dalam Perjanjian Jual Beli Rumah menurut Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen", *Jurnal Manajemen Diversitas* 1, no. 3, (2021).
- Edi Yanto, et al., " Perlindungan Hukum Konsumen Jasa Parkir Ditinjau dari Hukum Positif", *Media Keadilan: Jurnal Ilmu Hukum* 11, no. 1 (2020), p. 126. <https://journal.ummat.ac.id/index.php/JMK/article/view/2264>
- Shidarta, *Hukum Perlindungan Konsumen Indonesia*, Jakarta: Grasindo, 2000.
- Soerjono Soekanto, *Pengantar Penelitian Hukum*, Jakarta: UI Press, 1984.
- Tajuddin Noor, et. al, "Tinjauan Yuridis Terhadap Perbuatan Melawan Hukum Atas Menempati/Menguasai Tanah dan Bangunan Hak Orang Lain (Studi Kasus Putusan Nomor 340/PDT.G/2015/PN.MDN)", *Jurnal Hukum Responsif* 7, no. 7 (2019), p. 130. <https://jurnal.pancabudi.ac.id/index.php/hukumresponsif/article/view/497/469>.
- Tim Hukum Online, "Teori-Teori Perlindungan Hukum Menurut Para Ahli", *Hukumonline.Com*, 2022, <https://www.hukumonline.com/berita/a/teori-perlindungan-hukum-menurut-para-ahli-lt63366cd94dcbc>.

Conflict of Interest Statement: The author(s) declares that research was conducted in the absence of any commercial or financial relationship that could be construed as a potential conflict of interest.

Copyright: © AUTHOR. This work is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License. (CC-BY NC), which permits unrestricted use, distribution, and reproduction in any medium, provided the original author and source are credited.

PAMALI: Pattimura Magister Law Review is an open access and peer-reviewed journal published by Postgraduate Program Magister of Law, Universitas Pattimura, Ambon, Indonesia.

