

# Legal Liability of Bhukti Praja Sewakadarma Regional Housing for Vehicle Loss

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## Abstract

**Introduction:** The issue of vehicle loss in paid parking areas has frequently led to disputes between consumers and parking operators in Indonesia. In practice, parking operators often attempt to avoid liability by including exemption clauses on parking tickets, thereby creating legal uncertainty for consumers. This situation becomes particularly significant when examined in relation to the role of the Regional Public Company (Perusahaan Umum Daerah / Perumda) Bhukti Praja Sewakadarma, which manages parking facilities in Denpasar City as part of its public service function. This study seeks to examine the legal framework governing the liability of parking operators for vehicle loss under Indonesian legislation and to analyze the scope and limits of Perumda Bhukti Praja Sewakadarma's legal responsibility within the framework of positive law.

**Purposes of the Research:** The purpose of this research is to analyze the legal standing of parking service users vis-à-vis parking operators and to determine the form of liability that may be imposed on Perumda Bhukti Praja Sewakadarma in the event of vehicle loss.

**Methods of the Research:** The research employs normative legal methods with statutory, conceptual, and case approaches, supported by descriptive qualitative analysis.

**Findings of the Research:** The findings indicate that parking operators, including Perumda Bhukti Praja Sewakadarma, bear strict liability in protecting consumers against losses arising from vehicle theft or disappearance. Jurisprudence, particularly the Central Jakarta District Court Decision Number: 551/Pdt.G/2000/PN Jkt.Pst, confirms that exemption clauses contained in parking tickets are legally invalid. The originality of this research lies in its emphasis on delineating the scope of liability of Perumda as a regional public company, demonstrating the integration of public service principles with consumer protection in the context of parking management.

**Keywords:** Legal liability; Consumer Protection; Loss of Vehicle.

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## INTRODUCTION

Transportation is a vital necessity in the life of modern society, both in urban and rural areas. The growth in the number of motor vehicles in Indonesia continues to increase every year in line with economic development, community mobility, and increasing purchasing power.<sup>1</sup> This condition has an impact on the increasing need for parking spaces, especially in dense urban areas such as Denpasar City. Parking is not only a practical need for the community, but also part of the city's transportation system that must be properly regulated in order to create order and smooth traffic.<sup>2</sup> In this context, the existence of business entities or institutions that manage parking facilities is important to ensure the implementation of

<sup>1</sup> Idna Raudatul Khotimah et al., "Akselerasi Motorisasi Di Wilayah Kepulauan Lombok-Sumbawa: Evaluasi Pertumbuhan Kendaraan Bermotor Dan Tantangan Infrastruktur Transportasi Darat," *ALETHEIA: Jurnal Sosial & Humaniora, Inovasi, Ekonomi, Dan Edukasi* 2, no. 1 (2025): 15–25, <https://doi.org/10.63892/ALETHEIA.2.2025.15-25>.

<sup>2</sup> Jum'iyatul Kamala et al., "Optimalisasi Pendapatan Asli Daerah (PAD) Dalam Meningkatkan Pelayanan Publik," *Jurnal Ilmiah Ekonomi Dan Manajemen* 3, no. 7 (2025): 120-28, <https://doi.org/10.61722/JIEM.V3I7.5789>.

adequate, efficient, and legal certainty public services.<sup>3</sup> In many major cities, parking is often one of the original sources of local income managed through government cooperation with third parties or through local companies.<sup>4</sup> Parking management is not only a technical issue, but also contains complex legal dimensions because it concerns the legal relationship between parking operators and service users. One of the main issues that often arise is the legal responsibility of the parking operator when there is loss or damage to the vehicle in the parking area it manages. This is important, because motor vehicles have high economic value and their existence is very vital for people's daily lives. Any loss or damage certainly causes material or immaterial losses for the vehicle owner, so legal certainty is needed regarding the responsible party.

The city of Denpasar as the capital of Bali Province is a center of economic, government, and tourism activities that are crowded with local people and tourists.<sup>5</sup> The high flow of vehicles in this city makes the need for parking facilities even more urgent and complex. To answer these challenges, the Denpasar City Government established the Regional Public Company (Perumda) Bhukti Praja Sewakadarma whose one of the tasks is to manage parking.<sup>6</sup> As a regional legal entity, Perumda has an obligation to provide public services, including providing safe, comfortable, and legal certainty parking facilities for the user community.<sup>7</sup> The existence of Perumda is expected to present a more orderly, transparent, and professional parking system compared to the previous parking management pattern.

However, problems regarding the loss of vehicles in parking areas still occur frequently, including in the Denpasar City area. Many parking service users feel disadvantaged because their vehicles are lost even though they have been parked in an official place managed by the authorities.<sup>8</sup> In practice, it is not uncommon for parking operators to release their responsibilities on the grounds that the parking fee paid is only a levy for the use of the place, not a guarantee for vehicle safety. In fact, there is often a clause or unilateral statement on the parking ticket stating that the manager is not responsible for the loss of the vehicle. This phenomenon raises juridical issues that require in-depth study, especially related to Perumda's position as a public legal entity that carries out the mission of community service.

The issue of the legal responsibility of parking operators is basically closely related to the principle of consumer protection. Every parking service user is a consumer who has the right to a sense of security and legal certainty for the goods entrusted. In civil law, the relationship between service users and parking managers can be seen as an engagement relationship, both in the form of written and unwritten agreements. Therefore, when a vehicle is lost, the question arises as to who should legally bear the loss. Whether the responsibility is entirely on the shoulders of the parking manager, or is there a possibility of limitation of liability for some reason. This is where normative legal studies become

<sup>3</sup> Edwinhard UL Hamaratu, Rambu H. Indah, and Raymond Armando Letidjawa, "Efektivitas Peran Polisi Lalu Lintas Dalam Penanggulangan Pelanggaran Lalu Lintas Berdasarkan UU Nomor 22 Tahun 2009 Tentang Lalu Lintas Dan Angkutan Jalan (Studi Kasus Kecamatan Kota Waingapu)," *Jurnal Kemahiran Hukum Unkriswina Sumba* 1, no. I (2025): 62-76, <https://ojs.unkriswina.ac.id/index.php/Lex-Bonafide/article/view/1293>.

<sup>4</sup> Putu Indah Rahmawati et al., "Kajian Potensi Dan Tata Kelola Parkir Di Kabupaten Buleleng," *Saraswati: Jurnal Kelitbangtan Kabupaten Buleleng* 4, no. 1 (2025): 64-88, <https://doi.org/10.70986/SARASWATI.V4I1.66>.

<sup>5</sup> I Made Darsana and Francisca Titing Koerniawaty, "Strategi Perencanaan Destinasi Tukad Bindu Sebagai Daya Tarik Wisata Di Kota Denpasar," *Gemawisata: Jurnal Ilmiah Pariwisata* 21, no. 1 (2025): 71-85, <https://doi.org/10.56910/GEMAWISATA.V21I1.376>.

<sup>6</sup> Kadek Agus Mahendra Wijaya, Anak Agung Sagung Laksmi Dewi, and Luh Putu Suryani, "Perijinan Dan Tindak Pidana Terhadap Juru Parkir Liar Di Kota Denpasar," *Jurnal Analogi Hukum* 4, no. 3 (2022): 260-65, <https://doi.org/10.22225/AH.4.3.2022.260-265>.

<sup>7</sup> Ila Karmila and Fadila Nurfauzia, "Analisis Kualitas Pelayanan Parkir Berlangganan Di Kabupaten Sumedang," *J-CEKI: Jurnal Cendekia Ilmiah* 3, no. 6 (2024): 8333-43, <https://doi.org/10.56799/JCEKI.V3I6.5897>.

<sup>8</sup> Parlindungan Purba et al., "Penyuluhan Hukum Tentang Tanggung Jawab Hukum Pelaku Usaha Atas Kehilangan Barang Pada Saat Di Parkiran Pada Pengguna Jasa Parkir Di Kelurahan Aur," *Jurnal Abdimas Mutiara* 3, no. 1 (2022): 717-21, <https://e-journal.sari-mutiara.ac.id/index.php/JAM/article/view/5511>.

important to elaborate on the provisions of relevant laws and regulations, principles, doctrines, and jurisprudence.

The existence of Perumda Bhukti Praja Sewakadarma as a regionally owned business entity adds to the complexity of legal problems. On the one hand, Perumda has the character of a private legal entity that can establish civil relations with the community. On the other hand, Perumda still carries an inherent public mission as an extension of the local government. This raises a dilemma regarding the extent to which Perumda's responsibility can be equated with the responsibility of private companies that provide parking services. This question is even stronger because in the context of public services, the public expects stronger legal protection from institutions with the status of regional companies compared to ordinary private managers. This is where the urgency of the research arises, namely to clarify the limits and forms of Perumda's legal liability for the loss of vehicles that occur in its management area.

There are various legal bases that can be used to analyze this liability, ranging from the Civil Code, the Consumer Protection Law, to the local regulations that are the basis for Perumda's establishment. The provisions in Article 1365 of the Civil Code regarding unlawful acts and Article 1367 of the Civil Code regarding responsibility for the actions of others are often the basis for claims against parking operators. In addition, Law Number 8 of 1999 concerning Consumer Protection provides a normative basis regarding the obligations of business actors to provide a sense of security, comfort, and legal certainty to consumers. If Perumda as a parking manager is proven to be negligent in carrying out its obligations, then normatively legal responsibility can be demanded. Thus, research on this issue is not only theoretically relevant, but also has significant practical implications.

The urgency of this research is even stronger when looking at the fact that the loss of a vehicle in a parking lot is not a rare occurrence. Many similar cases have emerged to the public and become the spotlight of the media, causing unrest among the parking service users. The lack of legal certainty or the practice of denying responsibility by managers actually reduces public trust in the implementation of public services. This can have an impact on the legitimacy of local governments as public service providers through Perumda. Therefore, the normative legal study of the accountability of Perumda Bhukti Praja Sewakadarma is not only an academic need, but also an urgent practical need in order to ensure legal protection for the community.

Sociologically, the community has high hopes for the existence of Perumda as an official parking manager. This hope is reasonable because Perumda was established to improve more professional and accountable public services. If Perumda is unable to provide legal certainty and a sense of security for service users, then the function of public services it carries out becomes questionable. This situation can cause dissatisfaction, and even have the potential to trigger legal disputes between the community and local governments. Therefore, clarity about Perumda's legal responsibilities is very important to bridge the interests of the service user community with the interests of local governments in managing public resources.

The study of the legal liability of Perumda Bhukti Praja Sewakadarma for the loss of vehicles in Denpasar City is a very relevant issue, both from a theoretical and practical perspective. This relevance is not only because of the high rate of vehicle loss in parking areas, but also because of the need to affirm Perumda's legal position as a regionally owned business entity that provides public services. This research is urgent to provide legal

certainty, uphold the principles of consumer protection, and ensure that parking management by Perumda truly reflects the principles of accountability and justice. With normative legal analysis, this study is expected to provide a comprehensive picture of Perumda's obligations and responsibilities in the context of positive Indonesian law, so as to strengthen legal protection for the community of parking service users in the city of Denpasar. Based on the description above, the formulation of the problem in this study is as follows: 1) What is the legal arrangement regarding the liability of parking operators for the loss of vehicles according to the applicable laws and regulations in Indonesia?; b) What is the form and limit of legal liability of Perumda Bhukti Praja Sewakadarma?

The research conducted by Kadek Putra Pastika and I Wayan Arka in *Kerta Dyatmika* focuses on the object of research in the form of legal relations between Denpasar Traditional Villages and the Denpasar City Government related to parking lot management. The research method used is empirical legal research with a sociological juridical approach, through field studies and interviews with related parties. The results of the study show that the implementation of parking lot management agreements still faces obstacles, especially related to the implementation of the obligations of the parties and the distribution of parking levy revenues. This study recommends the need for clarity of clauses in agreements, increased coordination between parties, and strengthening regulations that regulate parking lot management cooperation to be more effective and not cause conflicts in the future.<sup>9</sup>

Meanwhile, the research conducted by Kadek Rizal Artawan, Ni Komang Arini Styawati, and I Wayan Arthanaya in *the Journal of Legal Construction* focuses on the object of research in the form of the legal responsibility of regional parking companies to consumers. This research uses a normative legal research method with a legislative approach. The results of the study show that the responsibility of the parking area company to consumers should be in line with the provisions in the Denpasar City Regulation Number 11 of 2005, but in practice this responsibility is often avoided by including a liability exemption clause on parking tickets. The recommendations of this study emphasize the importance of consistent law enforcement, increased supervision of local governments, and revision of regulations to be more in favor of consumer protection of parking service users.<sup>10</sup>

The novelty of this study lies in its focus of analysis on the legal liability of Perumda Bhukti Praja Sewakadarma as a new entity resulting from the transformation of the parking area company in Denpasar City, so that it differs from previous research that examined more agreements or responsibilities of regional companies in general. Thus, this study presents a new perspective in examining the extent to which the change in institutional status from a regional company to Perumda affects the pattern of legal responsibility for vehicle loss, especially in the context of public services and consumer protection.

The purpose of this study is to analyze normatively how Perumda Bhukti Praja Sewakadarma's legal liability for the loss of vehicles in Denpasar City based on the applicable positive legal provisions. This research also aims to clarify the limits of Perumda's legal obligations and responsibilities as a regional legal entity in providing protection to consumers who use parking services, as well as to make academic and

<sup>9</sup> Kadek Putra Pastika and I Wayan Arka, "Implementasi Perjanjian Dalam Pengelolaan Lahan Parkir Antara Desa Adat Denpasar Dengan Pemerintah Kota Denpasar," *Kerta Dyatmika* 18, no. 2 (2021): 33-47, <https://doi.org/10.46650/KD.V18I2.1202>.

<sup>10</sup> Kadek Rizal Artawan, Ni Komang Arini Styawati, and I Wayan Arthanaya, "Pertanggung Jawaban Perusahaan Daerah Parkir Terhadap Konsumen Ditinjau Dari Peraturan Daerah Kota Denpasar Nomor 11 Tahun 2005 Tentang Sistem Penyelenggaraan Perparkiran," *Jurnal Konstruksi Hukum* 2, no. 3 (2021): 650-55, <https://doi.org/10.22225/JKH.2.3.3673.650-655>.

practical contributions in order to realize a parking management system that is more accountable, fair, and in accordance with the principles of legal protection for the community.

## **METHODS OF THE RESEARCH**

The research method used in this study is normative legal research with a statutory approach and a conceptual *approach*. The data used consisted of primary legal materials in the form of related laws and regulations, secondary legal materials in the form of doctrine, literature, and previous research results, and tertiary legal materials such as legal dictionaries and encyclopedias. Data processing techniques are carried out through inventory, classification, and systematization of legal materials that have been collected to make it easier to analyze. Furthermore, the data analysis technique is carried out in a qualitative-descriptive-analytical manner, namely by interpreting legal norms, associating them with relevant legal concepts and principles, and assessing their application in the case of legal liability of Perumda Bhukti Praja Sewakadarma for the loss of vehicles in Denpasar City

## **RESULTS AND DISCUSSION**

The legal regulation regarding the liability of parking operators for the loss of vehicles in Indonesia is based on the Civil Code, the Consumer Protection Law, the Regional Government Law, and regional regulations on parking that affirm the existence of a paid custody agreement between users and managers. The loss of the vehicle is considered a default or negligence, so the manager is still obliged to provide compensation, and the standard clause on the parking ticket that exempts liability is declared null and void as affirmed through the Central Jakarta District Court Decision Number 551/Pdt.G/2000/PN Jkt.Pst, in the context of Perumda Bhukti Praja Sewakadarma, the form of legal liability tends to lead to the principle of absolute liability (*strict liability*), except in the event of *force majeure* or the user's own negligence. This position confirms that Perumda cannot avoid its legal obligations through the exemption clause, because as a regionally owned business entity, Perumda assumes the function of public services. Therefore, Perumda's legal responsibility at the same time reflects consumer protection and strengthens legal certainty for the community who use parking services.

### **A. Legal Regulations Regarding the Liability of Parking Operators for Vehicle Loss According to the Applicable Laws and Regulations in Indonesia**

The legal relationship between the parking user and the organizer is basically born when the user leaves his vehicle in the official parking area and receives the ticket as proof.<sup>11</sup> Although parking tickets are generally only simple slips, their existence indicates that there has been an agreement between the two parties. From a civil law perspective, this relationship can be seen as an alliance that gives birth to a reciprocal obligation. Parking users are obliged to pay a certain amount of levy or parking fees, while organizers have an obligation to provide a sense of security for the vehicles entrusted. Therefore, the loss of vehicles in the parking area must be seen as a legal event that causes consequences of responsibility for the manager. The Civil Code provides a firm normative basis regarding this responsibility. Article 1239 of the Civil Code emphasizes that parties who do not fulfill

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<sup>11</sup> Syalom Gerungan, "Pertanggungjawaban Perdata Pengelola Parkir Terhadap Kendaraan Konsumen," *Lex Administratum* 10, no. 5 (2022), <https://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/42909>.

their obligations in an agreement must compensate for damages.<sup>12</sup> If it is associated with a parking agreement, then the manager is obliged to compensate the user if the vehicle is lost due to his negligence. Article 1365 of the Civil Code is also relevant because it affirms the principle of unlawful acts,<sup>13</sup> which occurs when the parking operator is negligent or intentionally does not provide proper protection. Thus, parking users can sue the manager either on the basis of default or unlawful acts.

Article 1367 of the Civil Code strengthens the responsibility of parking operators by regulating the doctrine of employers' responsibility for the actions of their subordinates.<sup>14</sup> In practice, the guard of the parking area is carried out by parking officers who are under the supervision of the manager. If there is a loss due to the negligence of the officer, then the organizer still bears legal responsibility. This principle is known as the *principle of superior respondeat*, which ensures that employers cannot evade by throwing responsibility to subordinates.<sup>15</sup> Thus, the parking operator has an inherent obligation to compensate consumers even if the fault is made by the parking attendant in the field.

In addition to the legal basis in the Civil Code, Law Number 8 of 1999 concerning Consumer Protection also provides strong legitimacy for parking service users. Article 4 of the Consumer Protection Law states that consumers have the right to a sense of security, comfort, and legal certainty in consuming goods and services.<sup>16</sup> Parking services as one of the public services are required to be subject to this provision. In the event of a loss of a vehicle, Article 19 of the Consumer Protection Law stipulates that business actors are obliged to provide compensation.<sup>17</sup> This provision places the parking operator as a party that is not only contractually related to the user, but also has legal obligations within the framework of consumer protection. In practice, there is often a clause on parking tickets that states that the loss of the vehicle is not the responsibility of the organizer. This clause is actually contrary to Article 18 paragraph (1) of the Consumer Protection Law which expressly prohibits the inclusion of standard clauses that limit or transfer the responsibility of business actors. In fact, paragraph (3) emphasizes that any standard clause that contradicts the rule is declared null and void.<sup>18</sup> Thus, the existence of the clause "loss is not the responsibility of the manager" cannot be used as a basis for waiving the manager's legal obligations. Normatively, the clause is considered invalid and has no binding force.

The local government is authorized to regulate the implementation of parking through regional regulations as stipulated in Law Number 23 of 2014 concerning Regional Government. In the city of Denpasar, Regional Regulation Number 11 of 2005 concerning the Parking Implementation System regulates the position of the Regional Parking Company which is now transformed into Perumda. This position emphasizes that parking

<sup>12</sup> Cakra Putra Negara et al., "Hapusnya Perikatan Akibat Musnahnya Barang Yang Terutang | Negara | Diponegoro Private Law Review," *Diponegoro Private Law Review* 6, no. 2 (2023): 145–58, <https://ejournal2.undip.ac.id/index.php/dplr/article/view/21019>.

<sup>13</sup> Mendy Cevitra and Gunawan Djajaputra, "Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Hukum Perdata Dan Perkembangannya," *UNES Law Review* 6, no. 1 (2023): 2722–31, <https://doi.org/10.31933/UNESREV.V6I1.1074>.

<sup>14</sup> Indah Permata Sari Tanjung, "Bentuk Pertanggungjawaban Juru Parkir Di Pasar Sangkumpal Bonang Di Kota Padangsidimpuan" (UIN Syekh Ali Hasan Ahmad Addary, 2023).

<sup>15</sup> Muhammad Farsha Shihab and Nurbaiti, "Analisis Yuridis Doktrin Vicarious Liability Dalam Praktik Medis Studi Putusan MK No. 21/PUU-XXI/2023," *Arus Jurnal Sosial Dan Humaniora* 5, no. 2 (2025): 1925–36, <https://doi.org/10.57250/AJSH.V5I2.1484>.

<sup>16</sup> Fitri Yani et al., "Perlindungan Hukum Konsumen Pada Platform Marketplace Shopee Terhadap Paket Yang Hilang Oleh Jasa Pengantar Barang," *Lex Justitia* 7, no. 2 (2025): 10–21, <https://upu-journal.potensi-utama.org/index.php/Justitia/article/view/1109>.

<sup>17</sup> Sonya Agus Suryani, Syukran Harbelin, and Helfira Citra, "Upaya Hukum Perlindungan Konsumen Dalam Menuntut Ganti Rugi Atas Kerugian Akibat Produk Cacat," *Jurnal Kajian Hukum Dan Pendidikan Kewarganegaraan | E-ISSN: 3089-7084* 1, no. 4 (2025): 440–44, <https://jurnal.globalscientifics.com/index.php/jkhpk/article/view/583>.

<sup>18</sup> Mela Antika Putri et al., "Perlindungan Konsumen Terhadap Klausula Baku Dalam Perjanjian Pembiayaan Kredit Kendaraan Bermotor," *Almuji Jurnal Sosial Dan Humaniora* 2, no. 2 (2025): 221–31, <https://almuji.com/index.php/ASH/article/view/477>.

management is part of public services that are not only profit-oriented, but also in the interests of the community. Therefore, Perumda's legal responsibility is stronger because it relates to the legitimacy of local government public services.

The legal relationship of parking as a form of custody agreement as stipulated in Article 1694 of the Civil Code.<sup>19</sup> In the trust agreement, the recipient of the trust is obliged to take care of the entrusted goods and return them to their original condition. If the vehicle is lost, the manager is considered to have been negligent in the obligation to take care of the entrusted goods. This interpretation makes it clear that the function of parking is not just land rental, but also contains a legal obligation to maintain and protect entrusted goods. Thus, this doctrine further strengthens the basis of the responsibility of parking operators.

Although the rule of law and doctrine have provided a solid foundation, implementation on the ground still often faces obstacles. Many parking managers try to limit their liability on the grounds that parking fees are only a levy on the use of space. The difference in interpretation between the public and the organizers creates legal uncertainty that is detrimental to consumers. Most people consider parking as a form of vehicle storage, while managers consider it only as a land provision. This ambiguity worsens legal relationships and often triggers disputes between users and organizers.

Parking operators have clear legal responsibility for the loss of vehicles. All of these legal instruments show consistency in placing the organizer as a party that is obliged to provide legal protection and compensate for losses. In fact, the disclaimer clause included in the parking ticket is legally invalid and cannot exempt the manager from his obligations. Therefore, legal arrangements in Indonesia have provided strong guarantees of protection to consumers, although implementation challenges still require consistent oversight and enforcement.

## **B. Forms and Limits of Legal Liability Perumda Bhukti Praja Sewakadarma**

The legal relationship between the parking user and Perumda Bhukti Praja Sewakadarma can be viewed as a contractual relationship even though it is not explicitly written. Every time a consumer enters the parking area and receives a ticket, there has been an agreement that binds both parties. In civil law, this agreement meets the terms of the agreement as stipulated in Article 1320 of the Civil Code. Therefore, parking managers are obliged to provide services in the form of vehicle security in accordance with the character of the services offered. The loss of a vehicle in the parking area is a measure of whether Perumda has carried out its legal obligations or has committed a default.

The Civil Code provides a legal basis for Perumda's liability. Article 1239 emphasizes that debtors who do not fulfill the obligations of the agreement are obliged to compensate for losses. If the vehicle is lost in the parking area managed by Perumda, then this situation can be considered as a form of non-fulfillment of the obligation to maintain the deposit. In addition, Article 1365 of the Civil Code regarding unlawful acts can also be used as the basis for a lawsuit, especially if the loss arises due to negligence. Article 1367 of the Civil Code even emphasizes that the manager is responsible for the actions of subordinates, so Perumda cannot avoid it on the grounds that the parking officer is wrong.

In civil law doctrine, parking relationships are often analogous to custody agreements as stipulated in Article 1694 of the Civil Code. Custody requires the consignee to return the

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<sup>19</sup> Artikasari Artikasari et al., "Analisis Kepastian Hukum Dan Pertanggungjawaban Perjanjian Penitipan Barang Dalam Pengelolaan Parkir," *Jurnal Ilmiah Wahana Pendidikan* 11, no. 7.A (2025): 25-30, <https://www.jurnal.peneliti.net/index.php/JIWP/article/view/10792>.

goods in their original condition. Therefore, the loss of a vehicle in paid parking raises absolute liability for the manager. This means that the manager is considered to be negligent automatically without the need for proof from the user. This concept confirms the tendency of Indonesian law to place parking managers in a position of *strict liability*.

Law Number 8 of 1999 concerning Consumer Protection strengthens this view. Article 4 guarantees consumers' rights to safety, convenience, and legal certainty in using the service. Furthermore, Article 19 requires business actors to provide compensation for losses arising from the goods or services offered. Clauses in parking tickets that exempt the manager from liability are prohibited by Article 18 because they include standard clauses that are detrimental to consumers. Thus, Perumda cannot use unilateral writings to waive its legal responsibility.

As a regional legal entity, Perumda Bhukti Praja Sewakadarma has a dual position, namely as a business actor as well as a public service provider. This position was born from the mandate of Law Number 23 of 2014 concerning Regional Government, which emphasizes that parking is a mandatory affair of the local government. On this basis, Perumda does not solely seek profit, but also carries out public functions to protect and provide certainty to the community. This public service function places Perumda's responsibilities within a broader accountability framework. Therefore, Perumda's legal responsibility cannot be reduced to a contractual relationship only.

Denpasar City Regional Regulation Number 11 of 2005 concerning the Parking Implementation System specifically regulates the obligations of parking managers. This Regional Regulation states that parking operators are obliged to provide safe, orderly, and comfortable services to the community.<sup>20</sup> Perumda Bhukti Praja Sewakadarma as the technical implementer of the official parking implementation has full legal responsibility for all parking activities.<sup>21</sup> Thus, normatively the Regional Regulation has emphasized Perumda's legal obligation to ensure the safety of vehicles. This is in line with the principle of legal protection inherent in the function of public services. Jurisprudence also provides a solid basis for understanding the limits of the responsibility of parking operators. One example is the Central Jakarta District Court Decision Number 551/Pdt.G/2000/PN Jkt.Pst in the case of Anny R Gultom et al against PT Securindo Packatama Indonesia (Secure Parking). In the decision, the panel of judges stated that the parking manager was responsible for compensating for the loss of the vehicle even though there was an exemption clause in the parking ticket. The judge considered that the clause was contrary to the law and the principle of consumer protection. This decision is an important reference because it affirms the principle of *strict liability* for parking operators. Thus, Perumda Bhukti Praja Sewakadarma also cannot use a unilateral clause to release its responsibility.

Nevertheless, the law still provides a limit to Perumda's liability. One of them is if the loss of the vehicle occurs due to a forced situation or *force majeure* as stipulated in Articles 1244 and 1245 of the Civil Code.<sup>22</sup> Compelling circumstances include natural disasters, major fires, or unforeseeable riots. In such conditions, the parking manager can be exempt from the obligation of compensation. This limit is important so that Perumda's liability is not absolute and has the potential to burden disproportionately.

<sup>20</sup> Karmila and Nurfauzia, "Analisis Kualitas Pelayanan Parkir Berlangganan Di Kabupaten Sumedang."

<sup>21</sup> Pastika and Arka, "Implementasi Perjanjian Dalam Pengelolaan Lahan Parkir Antara Desa Adat Denpasar Dengan Pemerintah Kota Denpasar."

<sup>22</sup> Christina Bagenda et al., "A Juridical Analysis of the Cancellation of Agreements Based on Force Majeure;" *Collaborative Journal of Science* 7, no. 12 (2024): 4763-68, <https://doi.org/10.56338/JKS.V7I12.6569>.

Perumda's liability can also be waived if losses arise due to the consumer's own negligence. For example, parking users who leave their motorcycle keys in a state of suspension or do not comply with the applicable parking rules. In civil law doctrine, this is known as *contributory negligence*, where losses occur due to the fault of the consumer himself.<sup>23</sup> In these conditions, Perumda can file a defense to limit or even eliminate its liability. Thus, the limit of liability is determined not only by external conditions, but also by consumer behavior.

This analysis shows that the form of legal liability of Perumda Bhukti Praja Sewakadarma tends to lead to the principle of *strict liability*. However, its enforceability is not absolute because there are limits recognized by law in the form of *force majeure* and consumer error. This construction can be referred to as *strict liability with exceptions*, which is absolute liability with exceptions in certain circumstances. This model is in line with the principles of justice and proportionality in the law. Thus, Perumda's responsibilities are broad, but still rational.

From a consumer protection perspective, this model of responsibility provides stronger legal certainty to the public. Consumers do not need to prove the manager's fault to claim compensation, it is enough to show that the vehicle was lost in an official parking area. Meanwhile, Perumda still has room to file a defense in exceptional conditions or consumer error. This pattern not only protects consumers, but also maintains Perumda's sustainability as a public service provider. With this balance, the legal interests between the community and the manager can go hand in hand.

Looking at various legal bases, regional regulations, and jurisprudence, it can be affirmed that the legal responsibility of Perumda Bhukti Praja Sewakadarma is absolute with certain limits. Absolute liability is binding due to the existence of contractual relationships and inherent public service functions. However, exceptions still apply in situations of *force majeure* or consumer error. This formulation puts Perumda in a fair position: it remains to protect consumers as its primary mandate, but not to be burdened with the obligation to compensate in circumstances beyond its control or as a result of the user's negligence. With this construction, the principle of legal protection and the principle of proportionality can be maintained in a balanced manner.

## CONCLUSION

The legal regulation regarding the liability of parking operators for vehicle loss in Indonesia is based on the principles in the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 23 of 2014 concerning Regional Government, as well as regional regulations that regulate the parking system. The entire regulation emphasizes that the relationship between the parking service user and the manager is a paid custody agreement that gives birth to a legal obligation for the manager to maintain the vehicle. Loss of a vehicle is seen as a default or negligence, so the parking operator is still obliged to provide compensation. Even the standard clause in the parking ticket that exempts the manager from liability is considered null and void, as strengthened by jurisprudence such as the Central Jakarta District Court Decision Number 551/Pdt.G/2000/PN Jkt.Pst in the case of Anny R. Gultom et al against PT Securindo Packatama Indonesia. The form and limits of Perumda Bhukti Praja Sewakadarma's legal liability for the loss of vehicles in the parking area it manages tend to lead to the principle of *strict liability*, with the exception

<sup>23</sup> Iza Sadzili and Lastuti Abubakar, "The Doctrine of Contributory Negligence on Bank Liability for Customer Losses Due to the Fault or Negligence of Bank Employees," *Scientific Journal of Law Enforcement* 12, no. 1 (2025): 1-11, <https://doi.org/10.31289/JIPH.V12I1.14338>.

limit only in the event of *force majeure* or negligence on the part of the user himself. This shows that Perumda as a parking manager cannot release responsibility because of the existence of an exemption clause on parking tickets. As a regionally owned business entity that carries out public service functions, Perumda Bhukti Praja Sewakadarma has a legal and moral obligation to ensure safety and legal certainty for consumers who use its parking services. Thus, Perumda's form of legal accountability emphasizes the existence of the principle of consumer protection while strengthening the position of the community as a party that must be protected from losses, to increase legal certainty as well as the quality of public services, Perumda Bhukti Praja Sewakadarma is recommended to strengthen the parking security system with the application of technology such as surveillance cameras (CCTV), electronic tickets, and digital parking management systems. The Denpasar City Government needs to clarify technical rules related to compensation mechanisms, security standards, and claim procedures so that consumers have procedural certainty. In addition, the public also needs to be given socialization about their rights and obligations in using parking services. With a combination of clear regulations, modern management, and community legal awareness, the implementation of parking in Denpasar City can take place more safely, transparently, and accountably.

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