

Perlindungan terhadap konsumen atas cacat tersembunyi dikaitkan dengan Kitab Undang-Undang Hukum Perdata dan Undang-Undang Nomor 8 tahun 1999 tentang perlindungan konsumen = Consumer protection of hidden defect according to Indonesian Civil Law and Law No. 8 year 1999 on consumer protection/ Olivia Citra Asih Yunarti

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Abstrak

ABSTRAK

Skripsi ini membahas perlindungan terhadap konsumen atas cacat tersembunyi dalam kasus antara PT Maxindo Internasional Nusantara Indah (MINI) dan Sulistia Ratih (Konsumen). Berdasarkan hasil penelitian, dapat disimpulkan bahwa UUPK mengatur pertanggungjawaban pelaku usaha atas produk cacat sehingga tidak dibedakan antara cacat tersembunyi dan cacat tidak tersembunyi. Sedangkan pada KUH Perdata, terhadap cacat tersembunyi dimungkinkan pengecualian sepanjang diperjanjikan. Namun hal ini tetap tidak boleh sama sekali berdasarkan UUPK. Bahwa adanya tawaran perbaikan dari Pelaku Usaha, maka secara implisit Pelaku Usaha telah mengakui adanya cacat tersembunyi pada Mobil Mini Cooper. Konsumen memilih mengembalikan barang dan menuntut pengembalian harga karena tawaran perbaikan saja tidak cukup. Putusan pada kasus ini sudah tepat karena cacat tersembunyi telah terbukti. Bentuk tanggung jawab Pelaku Usaha yang ditetapkan juga sudah tepat karena UUPK tidak memberikan batasan jumlah kerugian yang dipersengketakan.

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ABSTRACT

This thesis discusses about the consumer protection of hidden defect by the seller on case between PT MINI and Sulistia Ratih. Based on the research results, it can be concluded that Law No. 8 Year 1999 regulated about seller's remedies of defected product whether its contained hidden defect or not. But, based on Indonesian Civil Code there is possibility for the seller to be released from remedies of hidden defect as long as there is no promised. But, this is still can't be done according to UUPK. Since there was service offered from the Seller, the Seller implied the hidden defect of Mini Cooper's car as a dispute object. Sulistia Ratih (Consumer) choose to return the car and entitled to receive back the money which has been paid because the service offered by the Seller was not enough. The Judge' Decision was correct because the hidden defect has been proved. The remedies which has been stipulated by the Decision was also correct. It's because Law No. 8 Year 1999 has not regulated the border of the amount of remedies which is conflicted.