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# Legal Liability of Business Operators Toward Consumers for Breach of Contract in Motor Vehicle Financing Agreements at PT Adira Dinamika Multi Finance, Medan City

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| Article Info | Abstract |
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| Received: 10-04-2026<br>Revised: 15-05-2026<br>Accepted: 18-05-2026<br>Published: 20-05-2026<br><br>**Keywords:**<br>Legal Liability, Breach of Contract, Consumer Protection, Financing Agreement, Motor Vehicle | The growing public demand for motor vehicles has led to increased utilization of vehicle financing services provided by non-bank financing companies. The legal relationship between the financing company and the consumer is formalized in a financing agreement that establishes rights and obligations for both parties. However, issues regarding breach of contract (wanprestasi) still arise during the implementation of these agreements, potentially causing losses to the consumer utilizing the financing services. This study aims to identify the forms of breach of contract in motor vehicle financing agreements and to analyze the legal liability of the business entity—specifically PT Adira Dinamika Multi Finance in Medan—towards the consumer in the event of such a breach. The study employs a socio-legal (empirical-juridical) research method, utilizing both statutory and case-based approaches. Data were gathered through a review of primary, secondary, and tertiary legal materials, as well as interviews with relevant stakeholders. The findings indicate that a breach of contract in motor vehicle financing agreements occurs when a party fails to fulfill its obligations—whether through delayed performance, performance that does not align with the agreement, or a total failure to execute agreed-upon obligations. As the financing service provider, the business entity bears a legal responsibility to provide accurate information, deliver services in accordance with the agreement, and address consumer losses based on consumer protection principles. Legal protection for consumers must be implemented based on the principles of balance, legal certainty, and good faith within the contractual relationship. |
| **Info Artikel** | **Abstrak** |
| **Kata Kunci:**<br>Tanggung Jawab Hukum, Wanprestasi, Perlindungan Konsumen, Perjanjian Pembiayaan, Kendaraan Bermotor; | Perkembangan kebutuhan masyarakat terhadap kendaraan bermotor menyebabkan meningkatnya penggunaan layanan pembiayaan kendaraan melalui perusahaan pembiayaan non-bank. Hubungan hukum antara perusahaan pembiayaan dan konsumen dituangkan dalam suatu perjanjian pembiayaan yang melahirkan hak dan kewajiban bagi masing-masing pihak. Namun, dalam pelaksanaan perjanjian tersebut masih ditemukan permasalahan hukum berupa wanprestasi yang dapat menimbulkan kerugian bagi konsumen sebagai pihak yang menggunakan jasa pembiayaan. Penelitian ini bertujuan |

untuk mengetahui bentuk wanprestasi dalam perjanjian pembiayaan kendaraan bermotor serta menganalisis tanggung jawab hukum pelaku usaha terhadap konsumen atas terjadinya wanprestasi pada PT Adira Dinamika Multi Finance Kota Medan. Metode penelitian yang digunakan adalah penelitian hukum yuridis empiris dengan pendekatan peraturan perundang-undangan dan pendekatan kasus. Data penelitian diperoleh melalui studi kepustakaan terhadap bahan hukum primer, sekunder, dan tersier serta wawancara terhadap pihak yang berkaitan dengan objek penelitian. Hasil penelitian menunjukkan bahwa wanprestasi dalam perjanjian pembiayaan kendaraan bermotor dapat terjadi akibat tidak terpenuhinya kewajiban salah satu pihak, baik berupa keterlambatan pemenuhan prestasi, pelaksanaan prestasi yang tidak sesuai perjanjian, maupun tidak dilaksanakannya kewajiban sebagaimana telah disepakati. Pelaku usaha sebagai penyedia jasa pembiayaan memiliki tanggung jawab hukum untuk memberikan informasi yang benar, memberikan pelayanan sesuai perjanjian, serta memberikan penyelesaian terhadap kerugian konsumen berdasarkan prinsip perlindungan konsumen. Perlindungan hukum terhadap konsumen harus dilaksanakan berdasarkan asas keseimbangan, kepastian hukum, dan itikad baik dalam hubungan kontraktual.



## INTRODUCTION

Transportation is a vital necessity for supporting modern human activity. The growth of economic and social activities, alongside increased public mobility, has made motor vehicles a widely used mode of transport. Two-wheeled vehicles—specifically motorcycles—are a preferred choice for the public due to their cost-effectiveness, practicality, and ability to meet daily mobility needs. This rising demand has led to an increase in vehicle ownership. However, not everyone has the financial means to purchase a vehicle with cash. This situation has driven the growth of motor vehicle financing companies that offer credit or financing facilities to the public.

One such company operating in the motor vehicle financing sector is PT Adira Dinamika Multi Finance Tbk. Financing companies provide financing facilities to consumers based on a legal relationship formalized in a financing agreement. Such agreements entail rights and obligations that must be fulfilled by both parties. Fundamentally, a financing agreement is a form of legal obligation governed by civil law provisions. Article 1313 of the Indonesian Civil Code (KUHPerdata) defines an agreement as an act whereby one or more persons bind themselves to one or more other persons. Furthermore, an agreement must meet the validity requirements set forth in Article 1320 of the Civil Code: mutual consent, the legal capacity of the parties, a specific object, and a lawful cause.

In motor vehicle financing relationships, consumers often find themselves in a weaker position than the financing company. This is largely because the terms of the agreement are typically drafted as a standard contract prepared by the company. Consequently, legal protection for consumers is essential to ensure their rights are upheld. According to Kristiyanti (2022), consumer protection law serves to balance the relationship between business actors and consumers, thereby preventing the abuse of a dominant position by the business actor. In practice, the execution of motor vehicle financing agreements does not always proceed according to the agreed terms. One issue that may arise is wanprestasi (default). Default refers to a situation where a party fails to fulfill an obligation as stipulated in the agreement. In civil law, a breach of contract (wanprestasi) can take the form of a total failure to perform, performance that does not align with the agreement, delayed performance, or the commission of an act prohibited by the agreement. Issues regarding breach of contract in motor vehicle financing agreements warrant examination because they concern the legal liability of business operators toward consumers. Business operators not only possess the right to receive payments from consumers but also bear the obligation to provide services, information, and consumer protection.

As noted by Ginting, legal protection within contractual relationships is essential to ensure that each party fulfills its obligations proportionately and to provide legal certainty in the event of a dispute between the parties (Ginting, 2020). Based on this context, it is important to conduct research titled "The Legal Liability of Business Operators Toward Consumers Regarding Breach of Contract in Motor Vehicle Financing Agreements at PT Adira Dinamika Multi Finance, Medan City" in order to analyze the forms of breach that occur and the nature of the business operator's legal liability toward the consumer.

## RESEARCH METHOD

A. Type and Approach of Research

This study employs the empirical-juridical legal research method. Empirical-juridical research is a form of legal research that examines how legal provisions are applied in the actual practice of society. This study views the law not merely as written norms ("law in books") but also examines how the law functions within the legal relationships established between business actors and consumers. The selection of the empirical-juridical method is based on the research subject matter, which concerns the implementation of motor vehicle financing agreements at PT Adira Dinamika Multi Finance in Medan City—specifically regarding the legal liability of business actors in the event of a breach of contract (wanprestasi).

According to Soekanto and Mamudji, empirical legal research aims to understand the relationship between prevailing legal norms and the actual legal behavior of the community. Thus, this study provides an overview of the alignment between consumer protection legal provisions and the implementation of motor vehicle financing agreements (Soekanto et al., 2019). The research approaches utilized are as follows:

1. Statute Approach

This approach involves examining various regulations relevant to the research subject, namely: the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata or KUHPerdata); Law Number 8 of 1999 concerning Consumer Protection; and Financial Services Authority (OJK) regulations regarding consumer protection in the financial services sector. This approach is used to analyze the obligations and legal liabilities of financing companies toward consumers.

2. Case Approach

The case approach is employed to analyze the practical implementation of motor vehicle financing agreements and the types of legal issues that arise between financing companies and consumers.

## RESULTS AND DISCUSSION

### Forms of Default in Motor Vehicle Financing Agreements at PT Adira Dinamika Multi Finance, Medan City

A motor vehicle financing agreement is essentially a legal relationship involving two primary parties: the financing company, acting as the provider of the financing facility, and the consumer, acting as the recipient of said facility. This legal relationship gives rise to rights and obligations that must be fulfilled by each party based on the principle of pacta sunt servanda—meaning that any agreement validly entered into serves as law for the parties who created it.

In the practical execution of motor vehicle financing agreements, the financing company's obligations are not limited to merely providing financing funds; they also encompass the duty to provide clear information and quality service, as well as to protect the consumer's interests. Conversely, the consumer's primary obligation is to make installment payments in accordance with the timeframe and amount agreed upon in the contract. Based on an analysis of the legal relationship involved in motor vehicle financing, default can be categorized into several forms.

1. Default in the Form of Non-fulfillment of Contractual Obligations

The first form of default occurs when a party fails to perform its obligations as agreed. In the context of a financing company, default may occur if the company fails to provide the services promised to the consumer. Examples include:

a) failure to provide complete information regarding financing costs;
b) failure to explain the content of agreement clauses transparently;
c) failure to provide consumer complaint resolution services.
d) Meanwhile, on the consumer's side, default may take the form of:
e) failure to pay installments;
f) late payment of obligations;
g) violation of terms within the financing agreement.

According to Subekti (2018), a person is considered to be in default if they fail to fulfill the performance agreed upon or perform an act that is prohibited by the agreement.

2. Default Resulting from Performance Not in Accordance with the Agreement

The second form occurs when an obligation has been performed, but the performance does not align with the terms of the agreement. In the context of motor vehicle financing arrangements, such a situation may arise if the consumer does not receive adequate information regarding: a) the total payment obligation; b) additional costs; and c) the dispute resolution mechanism. This highlights the importance of the principle of transparency in the relationship between the financing company and the consumer.

According to Ginting, a contractual legal relationship must be executed with due regard for the principle of balance between the rights and obligations of the parties involved (Ginting, 2020). An agreement must not merely provide protection to one party but must equitably safeguard the interests of both parties.

3. Default Due to Delayed Performance

Late payment is the most common form of default in motor vehicle financing agreements. A delay in installment payments may subject the consumer to consequences as stipulated in the agreement. Nevertheless, the financing company remains obligated to observe consumer protection principles when taking action against the consumer.

## Legal Liability of PT Adira Dinamika Multi Finance Toward Consumers Regarding Breach of Contract in Motor Vehicle Financing Agreements

The legal relationship between a financing company and a consumer is one established through an agreement. In this relationship, each party holds rights and obligations that must be fulfilled in a balanced manner. As a business actor, the financing company is not only entitled to receive payments from the consumer but also bears the obligation to provide services and legal protection to the consumer. From the perspective of consumer protection law, the liability of a business actor is a legal consequence of its business activities. When such activities result in loss or harm to the consumer, the business actor is obligated to provide a resolution in accordance with applicable legal provisions.

Law Number 8 of 1999 concerning Consumer Protection stipulates the obligations of business actors in Article 7, namely: acting in good faith while conducting business activities; providing accurate, clear, and honest information regarding the condition of goods and/or services; treating consumers fairly and without discrimination; guaranteeing the quality of goods and/or services; and providing compensation or restitution if a consumer suffers a loss due to the use of goods and/or services. These provisions demonstrate that a business actor's liability does not arise solely after a loss has occurred; rather, it begins at the initial stage of the legal relationship through the provision of accurate and transparent information.

1. Liability Based on the Principle of Good Faith

One of the fundamental principles in the performance of an agreement is the principle of good faith. Article 1338 paragraph (3) of the Indonesian Civil Code (KUHPerdata) states: "An agreement must be performed in good faith." This principle implies that the parties are not merely bound by the written terms of the agreement but must also observe propriety, honesty, and fairness in carrying out the legal relationship. In motor vehicle financing agreements, the principle of good faith requires the financing company to:

a) provide information regarding financing costs transparently;
b) explain the consumer's rights and obligations;

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c) provide professional service; d) resolving consumer complaints fairly.

Conversely, consumers also have an obligation to make payments in accordance with the agreement. Thus, the principle of good faith serves as a balancing mechanism, ensuring that the relationship between the financing company and the consumer is not solely oriented toward economic interests but also takes aspects of fairness into account.

2. Business Actor Liability for Consumer Losses

Under consumer protection law, a business actor's liability may arise when there is a causal link between the business actor's actions and the loss suffered by the consumer. According to Miru and Yodo, business actor liability constitutes a legal obligation to provide redress to the consumer if the provided product or service causes a loss (Miru et al., 2020). In the context of motor vehicle financing, the financing company's liability may take the following forms:

a. Providing Transparent Explanations and Information

Financing companies are required to ensure that consumers understand the contents of the agreement before signing the contract. The information to be provided includes: the financing amount; installment amounts; the payment term; interest or administrative fees; and the consequences of late payment. The obligation to provide information serves as a form of preventive protection to ensure consumers do not suffer losses due to a lack of understanding regarding the contract.

b. Providing Resolution for Consumer Complaints

If a consumer encounters issues during the execution of the agreement, the financing company is obligated to provide a complaint resolution mechanism. Such resolution may be achieved through: negotiation; internal mediation; payment restructuring; or resolution via a dispute resolution body. Resolution through mutual deliberation is often a more effective option, as it preserves the contractual relationship between the company and the consumer.

c. Providing Compensation if Found Liable for Breach of Contract

If a consumer's loss results from the negligence or fault of the financing company, the company may be held liable. Such liability may take the form of: compensation for losses; restoration of consumer rights; service improvements; or dispute resolution in accordance with legal mechanisms. This aligns with the concept of liability in consumer

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protection law, which positions the consumer as the party entitled to protection when suffering a loss.

## Analysis of Lilawati Ginting's Perspective on Strengthening Consumer Protection in Financing Agreements

Legal relationships within motor vehicle financing agreements cannot be separated from the concept of legal protection for the party in a weaker position. In contractual relationships, financing companies often hold a stronger position because they determine the form of the agreement, possess greater economic capacity, and offer consumers only the choice of accepting or rejecting a pre-existing contract. These conditions highlight the importance of applying the principle of balance within such agreements. Lilawati Ginting′s perspective on legal protection in contractual relationships emphasizes that the law must provide certainty regarding the rights and obligations of the parties to prevent one party from dominating the legal relationship (Ginting, 2020).

This principle is highly relevant to motor vehicle financing agreements. While financing companies certainly have the right to receive payments in accordance with the contract, this right must be exercised in a manner proportionate to the obligation to protect the consumer. In other words, a financing contract cannot be viewed merely as a business instrument but must also be seen as a legal instrument that reflects the value of fairness.

### Consumer Protection from the Perspective of Law Number 8 of 1999

The Consumer Protection Law grants consumers a number of rights, as stipulated in Article 4. These rights include: the right to comfort, security, and safety; the right to obtain accurate, clear, and honest information; the right to receive proper and non-discriminatory service; and the right to compensation in the event of a loss. In motor vehicle financing agreements, the right to information is a crucial aspect. This is because consumers often do not fully understand all the clauses of the financing agreement, particularly regarding additional costs, penalty mechanisms, the consequences of late payment, and dispute resolution procedures. Therefore, financing companies are obligated to uphold the principle of information transparency. According to Kristiyanti (2022), consumer protection does not aim to provide one-sided benefits to consumers but rather to create a balanced relationship between consumers and business operators.

### Dispute Resolution in Motor Vehicle Financing Agreements

In the event of a breach of contract between a financing company and a consumer, dispute resolution may be pursued through several mechanisms.

1. Resolution through Deliberation

Resolution through deliberation is the most effective initial step, as it affords both parties the opportunity to seek a mutually agreeable solution. Forms of resolution may include: payment rescheduling; obligation restructuring; or an agreement on the settlement of obligations.

2. Resolution through Consumer Protection Institutions

Consumers may also utilize resolution mechanisms via: the Consumer Dispute Resolution Agency (BPSK); mediation institutions; or alternative dispute resolution institutions within the financial services sector. These mechanisms offer resolution alternatives that do not require immediate recourse to the court system.

3. Resolution through the Courts

If non-litigation resolution fails to yield an agreement, the parties may file a lawsuit in court. In such proceedings, the aggrieved party must be able to prove: the existence of a legal relationship; a breach of the agreement; the occurrence of a loss; and a causal link between the action and the loss.

### Researcher's Analysis

Based on an examination of the legal relationship between PT Adira Dinamika Multi Finance and the consumer, it is evident that the business entity's responsibility is not merely contractual but also encompasses consumer protection obligations. Financing companies are obliged to ensure that the implementation of the agreement adheres to the principles of legal certainty, fairness, balance, and good faith.

As the user of financing services, the consumer must be afforded protection to prevent losses arising from an imbalance of bargaining power within the contractual relationship. Ginting′ s insights regarding the importance of certainty and balance in legal relationships reinforce the argument that motor vehicle financing agreements must be executed based not only on business interests but also on the values of legal fairness.

## CONCLUSION.

Based on the research findings, it can be concluded that breach of contract in motor vehicle financing agreements at PT Adira Dinamika Multi Finance in Medan City may occur when either party fails to fulfill its contractual obligations, whether through non-performance, delayed performance, or performance that is inconsistent with the terms of the agreement. In practice, breaches are more commonly committed by consumers through delays in installment payments. However, the financing company may also incur legal liability when it fails to fulfill its contractual obligations, particularly in relation to providing adequate services and clear and transparent information to consumers. As a business entity, PT Adira Dinamika Multi Finance has a legal responsibility to perform its contractual obligations in good faith and in accordance with the principles of consumer protection. Such responsibility includes providing accurate and transparent information, delivering services in accordance with applicable standards, and providing appropriate remedies or compensation when consumers suffer losses as a result of the company's negligence or failure to fulfill its obligations. Therefore, the implementation of motor vehicle financing agreements must be based on the principles of fairness, legal certainty, proportionality, and good faith, so that the rights and obligations of both the financing company and consumers are protected in a balanced manner.

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