

## ANALYSIS OF DAMAGES IN UNLAWFUL ACTS LAWSUITS: STUDY OF DECISION NO. 23/Pdt.G. S/2022/PN Mnd

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### Abstract

This study analyzes the legal implications of business actors' administrative negligence in delivering vehicle registration documents (STNK), based on Decision No. 23/Pdt.GS/2022/PN Mnd. The delay caused both material and immaterial losses to the consumer, including financial burden and reputational damage. Using a normative juridical method with case and statute approaches, the study examines the applicability of Article 1365 of the Indonesian Civil Code and the Consumer Protection Law. The findings reveal a normative gap in determining immaterial compensation within small claim court mechanisms, where the judge partially granted the claim (IDR 20 million from the IDR 50 million demanded) without clear legal reasoning or proportional assessment. This suggests an absence of standardized legal parameters to measure non-material harm in consumer disputes. The study advocates for the establishment of normative guidelines and jurisprudence to assess immaterial damages fairly in simplified civil procedures. The research contributes to legal scholarship by offering a structured critique of compensation reasoning in civil litigation, highlighting the need for clearer standards in the enforcement of consumer protection.

Keywords: *Consumer Protection, Administrative Negligence, Immaterial Losses, Unlawful Act, Small Claims Court, Normative Gap.*

### INTRODUCTION

In the practice of buying and selling vehicles on credit, problems often occur, one of which is the delay in submitting the Vehicle Registration Certificate (STNK) by the business actor to the consumer. In a number of cases, consumers have paid the down payment and even started paying off the vehicle installments, but have not received the STNK within the proper time frame. The STNK is a legal document that must be owned by every driver so that the vehicle is legally recognized for use on the highway.<sup>1</sup> Some business actors or dealers often argue that the delay is caused by the administrative process not being completed, but without any certainty regarding the delivery deadline. The delay in submitting the STNK certainly harms consumers in various aspects. In terms of material, consumers cannot use their vehicles for work, trade, or other purposes because they are afraid of being caught in a police raid due to not carrying official documents.<sup>2</sup> If the vehicle is damaged or has an accident during that period, consumers are in a difficult position to claim insurance. In terms of immaterial, consumers experience anxiety, discomfort, and even stress due to legal uncertainty over the ownership and legality of their vehicles. This shows that the delay in submitting the STNK is not just administrative negligence, but can be an act that seriously harms consumers. From a civil law perspective, the delay of business actors in submitting STNK to consumers can be qualified as an Unlawful Act (PMH) as regulated in Article 1365 of the Civil Code (KUHPerdata). The article states that "Every act that violates the law and causes loss to another person, requires the person whose fault causes the loss to compensate for the loss."<sup>3</sup> If a business actor is negligent or intentionally fails to fulfill the obligation to submit the STNK on time, and the delay causes losses to consumers, then this action can be considered a form of PMH that can be legally accounted for.

<sup>1</sup> Beritno, P. (2022). Legality of Using Electric Vehicles on Highways. *Tambun Bungai Journal of Legal Studies*, 7(2), 205-217.

<sup>2</sup> Wahyu, AA, Fuad, F., & Machmud, A. (2024). Aspects of Legal Certainty in Fiduciary Guarantee Agreements. *Binamulia Law*, 13(2), 429-445.

<sup>3</sup> Halipah, G., Purnama, DF, Pratama, BT, Suryadi, B., Hidayat, F., Studi, P., Pancasila, P., & Citizenship, D. (2023). Legal Review of the Concept of Unlawful Acts in the Context of Civil Law. *Journal of Serambi Hukum*, 16(1), 138-143.

To be categorized as PMH, four main elements must be met, namely: (1) the existence of an unlawful act; (2) the existence of an error by the perpetrator; (3) the existence of a loss to the victim; and (4) the existence of a causal relationship between the act and the loss that arises. In the case of late submission of STNK, the business actor has been negligent in fulfilling his obligations, which results in consumer losses in the form of legal obstacles in using the vehicle or psychological disorders due to legal uncertainty. Therefore, this delay is not merely an administrative violation, but is included in the category of substantial legal violations and has a direct impact on consumer rights.

Consumers who are harmed by such acts have a legal basis to claim compensation for both material and immaterial losses. Consumers can file a lawsuit in court, including in the small claim court mechanism, if the value of the loss meets the specified requirements.<sup>4</sup> Consumer rights to claim compensation are a form of legal protection for violations of their rights arising from unlawful acts by business actors. This also aims to provide a deterrent effect to business actors to be more professional and responsible in carrying out their business activities, especially in fulfilling consumer rights according to applicable agreements and laws and regulations.

Law Number 8 of 1999 concerning Consumer Protection explicitly regulates the responsibility of business actors for goods and/or services offered to the public. Article 19 of the Law states that business actors are required to provide compensation for damage, pollution, and/or losses suffered by consumers due to the use of traded goods and/or services.<sup>5</sup> In the case of buying and selling vehicles on credit, the submission of legal documents such as STNK is part of the service promised by the business actor. Delays in submitting STNK not only reflect administrative negligence, but also constitute a form of violation of the business actor's obligations as stipulated in the law.

In order to provide faster, simpler, and lower-cost access to justice for the public, the Supreme Court of the Republic of Indonesia issued Supreme Court Regulation (PERMA) Number 4 of 2019 concerning Procedures for Settlement of Small Claims. Small claims court is a mechanism for resolving civil disputes with a maximum value of IDR 500 million, which is resolved quickly without appeal. This mechanism is ideal for consumer cases, such as late submission of STNK after purchasing a vehicle on credit. The process is efficient, does not require a lawyer, and is easily accessible to the public. This lawsuit strengthens consumer legal protection and encourages business actors to comply with the law.

In practice, late payment of motor vehicle tax and issuance of STNK (Vehicle Registration Certificate) is still a serious problem in various regions in Indonesia. The number of motor vehicles in Indonesia is estimated to reach around 149 million units, with the 5-year STNK extension not reaching 50 percent of the total vehicles. This data shows the challenges in managing and recording vehicles in this country.<sup>6</sup> In January 2021 alone, there were 345,866 STNK issuances due to loss, far exceeding other categories such as new STNK (49,806 issuances), name changes (24,031), and changes of region (18,072). This indicates a problem in the storage or protection of vehicle documents that need to be considered by vehicle owners and authorities. This condition shows that orderly motor vehicle administration, especially in terms of STNK management, is an important aspect in the legal system and public governance. Delays from both vehicle owners and dealers or service providers can have legal, social, and even economic impacts, which have the potential to give rise to civil disputes, such as in lawsuits for unlawful acts. This condition emphasizes that STNK administration is not only a matter of vehicle legality, but also has a direct impact on the legal protection of vehicle owners. When the STNK is lost or issued late, as happened in legal case No. 23/Pdt.GS/2022/PN Mnd, it can cause real losses, even leading to lawsuits for unlawful acts.

The case in Decision No. 23/Pdt.GS/2022/PN Mnd began with the purchase of a Mitsubishi Xpander Ultimate A/T unit by the Plaintiff, Meylinda Salindeho, from the Defendant, PT Makassar Mandiri Putra Utama cq. Mitsubishi Beta Berlian Manado Dealer, on August 19, 2019. The vehicle was purchased on credit through PT BCA

<sup>4</sup>Nur, S. (2024). CIVIL DISPUTE RESOLUTION THROUGH SMALL CLAIM COURT IN MAKASSAR DISTRICT COURT IN 2023. 9(2), 169–182.

<sup>5</sup>Ritonga Marganti, DR (2020). GOOD FAITH OF BUSINESS ACTORS BASED ON LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION. *Journal of Legal Ideas*, 02(01), 71–88.  
<https://journal.unilak.ac.id/index.php/gh/>

<sup>6</sup> <https://oto.detik.com/berita/d-7626247/there-are-165-million-vehicles-in-indonesia-whose-stnk-extensions-have-not-reached-half-time>, Dina Rayanti, 07 Nov 2024

Finance. Although the plaintiff had fulfilled his obligation to pay installments until September 2021, the defendant had not submitted the STNK as part of the vehicle's administrative completeness. Due to the absence of the STNK, the plaintiff suffered losses, including ticketing, vehicle confiscation, and having to rent the vehicle twelve times with a total material loss of IDR 35,750,000 and immaterial losses estimated at IDR 50,000,000. The lawsuit was filed based on Article 1365 of the Civil Code and Article 4 of the Consumer Protection Law. The judge stated that the defendant had committed an unlawful act because he was negligent in submitting the STNK on time. The lawsuit was partially granted, with the decision requiring the defendant to hand over the STNK, pay material losses of Rp. 35,750,000, and losses immaterial Rp 20,000,000,-, and court costs of Rp 410,000,-. This decision confirms that administrative negligence that harms consumers can be considered an unlawful act.

When there is a violation of rights by a business actor that causes losses. One form of violation that often occurs in motor vehicle sales and purchase transactions is the delay in fulfilling administrative obligations, such as the submission of the Vehicle Registration Certificate (STNK). In this context, the simple lawsuit mechanism is an effective means to resolve consumer disputes quickly and efficiently. Decision Number 23/Pdt.GS/2022/PN Mnd is a concrete example of how the court assesses administrative delays as unlawful acts and determines compensation based on Article 1365 of the Civil Code and Law Number 8 of 1999 concerning Consumer Protection. Therefore, it is important to further analyze the form of compensation claims filed in the case and the judge's considerations in granting part of the lawsuit in order to fully understand the application of the law in this case.

## **LITERATURE REVIEW**

Unlawful Acts (IAC) have become a growing object of study not only in the context of contractual breach of contract, but also in the realm of bankruptcy, consumer protection, and administrative violations. Several previous studies provide theoretical and practical perspectives on how IAC is constructed in Indonesian positive law. Aprita (2022) views PMH in bankruptcy law as a form of ethical and social violation that has a wide impact, and emphasizes that PMH can arise from violations of public norms, not just civil contracts. In this framework, business actors who systematically ignore their obligations to consumers, such as late submission of legal vehicle documents, are a form of violation of substantive justice that causes legal and social losses. This expands the definition of PMH to the realm of public responsibility and not just violations between individuals.

Runtunuwu, Pangkrego, and Karamoy (2022) emphasized that PMH does not always come from deliberate active actions. Administrative negligence, such as not submitting the STNK on time, can be qualified as PMH if there is a proven loss and a clear causal relationship. They introduced the Schutznorm theory which states that a violation of a legal norm can only be considered PMH if the norm aims to protect the interests of the injured party. In this case, the STNK as a legal document clearly protects the legal rights of consumers to the vehicles used.

Eunico, Priyono, and Turisno (2023) discuss the conceptual differences between breach of contract and PMH in land sales. They highlight the importance of a substantial approach to a dispute—where a breach of promise is not only seen as a breach of contract, but can also be qualified as PMH if it impacts the rights and interests of other parties as a whole. This provides an important precedent that administrative violations such as late STNK can also be classified as PMH if they harm consumers.

The relationship between business actors and consumers, Itra Saleh and Dolot Bakung (2023) discuss the inequality of consumer bargaining positions in standard contracts. They show that even though there is a written contract, business actors can still act arbitrarily if there is no effective legal protection. When consumer rights are ignored in simple forms such as delays in vehicle documents, it causes real losses both functionally and psychologically. Therefore, a micro-legal approach such as simple lawsuits needs to be put forward as a fast and efficient settlement mechanism. Dewi Purnama (2022) introduced the principle of strict liability in the context of consumer protection, where business actors can be held accountable for losses without having to be proven guilty. In cases such as late submission of STNK, business actors still have legal responsibility because they have caused legal, administrative, and immaterial losses, even without malicious intent. This shows that legal responsibility does not always have to arise from a breach of contract, but can also arise from a violation of legal certainty regarding consumer rights. This study is based on the theory of Unlawful Acts in Article 1365 of the Civil Code, which includes four main elements: the existence of an unlawful act, error or negligence, loss, and a causal relationship between the act and the loss. In addition, this study also uses the principle of strict liability in consumer protection law and the Schutznorm theory to test whether the violated legal norms are intended to protect consumers.

The literature shows that there is debate on the boundary between breach of contract and PMH, especially in the context of standard or administrative contractual breaches. Some studies (e.g., Eunico et al.) suggest a formal approach based on agreements, while others (such as Runtunuwu et al.) advocate a functional and impact-based approach. In addition, some literature has not explored in depth the small claim mechanism as a solution for administrative breaches that harm consumers, especially in the form of non-material losses.

From these various studies, it is clear that there is still a gap in legal studies that specifically analyze administrative delays (such as STNK submission) as a form of PMH in the small claim system. Most of the literature focuses on major contract violations or construction and property defaults, while micro legal losses experienced by consumers in daily transactions have not received much attention. In addition, there has been no study that comprehensively examines how small claims are used strategically by consumers to fight for their legal rights over administrative violations that have a direct impact on accessibility, convenience, and legal certainty.

## **METHOD**

The methodology in this study uses a normative legal approach, namely research that emphasizes the study of written legal norms and applicable legal principles. The focus is on the analysis of laws and regulations, legal principles, and court decisions related to unlawful acts (PMH) and consumer protection. This study examines regulations and decisions in depth to assess the suitability of the application of the law to a concrete case, namely the delay in submitting STNK in the sale and purchase of motor vehicles on credit. Based on this, it seems important to conduct a study on compensation based on a civil law perspective.<sup>7</sup>

The approach used in this study is the statutory approach, to Article 1365 of the Civil Code, Law No. 8 of 1999 concerning Consumer Protection, and PERMA No. 4 of 2019 concerning Simple Claims, a case approach, by reviewing Decision No. 23/Pdt.GS/2022/PN Mnd as the main study. Through this approach, the researcher analyzes the legal arguments of the parties, the evidence presented, and the judge's legal considerations and logic in determining compensation, both material and immaterial.

Data sources are divided into three, namely primary legal materials (statutory regulations and court decisions), secondary legal materials (textbooks, journals, scientific articles), and tertiary legal materials (legal dictionaries and encyclopedias). Data collection was carried out through literature studies, while data analysis was carried out descriptively-qualitatively, namely by interpreting legal norms and facts in decisions systematically. This study aims to explain how administrative delays by business actors can fulfill the elements of PMH and how simple lawsuits can be used as a legal protection mechanism for consumers.

## **RESULTS AND DISCUSSION**

### **1. The form of claim for compensation submitted in the lawsuit for unlawful acts in Decision Number 23/Pdt.GS/2022/PN Mnd**

Loss is one of several elements of an unlawful act. The existence of loss is one of the conditions that can determine that an act is said to be an unlawful act.<sup>8</sup> Business actors can be sued if the promises offered in the promotion are not fulfilled. Law Number 8 Form demands general losses in 1999 concerning Consumers in Article 7 Paragraph (1) Letter f states that: "Business actors are prohibited from producing and/or trading goods and/or services that do not comply with the promises made. stated in labels, labels, descriptions, advertisements or sales promotions of the goods and/or services."

The settlement of this case using a simple lawsuit mechanism is a dispute that has a small value handled by a single judge, requires a fast and short time in examination and settlement, and has evidence that is not complex and not convoluted.<sup>9</sup> The role of judges in resolving simple claims cases includes:<sup>10</sup>

- a. Provide a balanced explanation of simple lawsuit proceedings to the parties.
- b. Striving for a peaceful resolution of cases, including advising the parties to make peace outside of court.
- c. Guide the parties in providing evidence.
- d. Explains the legal measures that can be taken by the parties.

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<sup>7</sup>Muklis, M. (2023). Analysis of Compensation Based on Civil Law Perspective. IURIS STUDIA: Journal of Legal Studies, 4, 6–10. <http://jurnal.bundamedia grup.co.id/index.php/iuris>

<sup>8</sup>Eunico, B., Priyono, EA, & Turisno, BE (2023). UNLAWFUL ACTS IN LAND SALE AND PURCHASE AGREEMENTS IN CASE THE SELLER DOES NOT WANT TO DELIVER THE GOODS SOLD (STUDY OF SEMARANG DISTRICT COURT DECISION NUMBER 174/PDT.G/2019/PN.SMG). DIPONEGORO LAW JOURNAL, 12(1). <https://ejournal3.undip.ac.id/index.php/dlr/>

<sup>9</sup>Nurhalizah, AR (2020). Problems of Small Claims in the Review of Supreme Court Regulation Number 2 of 2015 and Masalah Mursalah. Journal of Islamic Business Law, 4(2), 1–15. <http://urj.uin-malang.ac.id/index.php/jibl>

<sup>10</sup>Harpami, MR, Hanifah, M., & Darnia, ME (2024). Settlement of Simple Lawsuits According to Supreme Court Regulation Number 4 of 2019 Concerning Amendments to Supreme Court Regulation Number 2 of 2015 Concerning Procedures. Wahana Pendidikan Scientific Journal, 10(14), 748–757. <https://doi.org/10.5281/zenodo.13739224>



In this case, it is stated that the defendant himself has admitted that there was a delay in completing the STNK of the Plaintiff's Xpander car (Acknowledgement is perfect evidence, Article 1925 BW), which the Judge views as the Defendant's mistake which is contrary to the Defendant's legal obligations to the Plaintiff. Therefore, the argument of the lawsuit which is unanimously acknowledged by the defendant does not require additional evidence. Regarding the argument of the lawsuit that was denied, the judge conducted an examination of the evidence based on the applicable procedural law.<sup>11</sup>

For this reason, after considering all legal elements, the evidence presented, and arguments from both parties, the panel of judges then tried and decided this case through Decision Number 23/Pdt.GS/2022/PN Mnd, which in essence contains the following:

1. Granting the Plaintiff's lawsuit in part; 2. Declaring that the Defendant's Actions are Unlawful Acts; 3. Ordering the Defendant to issue and submit the STNK of the motor vehicle that is the object of the a quo case within a period of 1 (one) week since this decision was read and has permanent legal force (Inkracht Van Gewijsde); 4. Sentencing the Defendant to pay installments for the motor vehicle object of the a quo dispute belonging to the Plaintiff since September 2021 until this case has permanent legal force; 5. Sentencing the Defendant to pay Material losses to the Plaintiff in the amount of Rp. 35,750,000, - (eighty-five million seven hundred and fifty thousand rupiah) and pay Immaterial losses in the amount of Rp. 20,000,000, - (twenty million rupiah) which must be paid by the Defendant at once and in cash and immediately after this decision has permanent legal force (Inkracht Van Gewijsde); 6. Ordering the Defendant to pay court costs in the amount of Rp. 410,000 (four hundred and ten thousand rupiah); 7. Rejecting the lawsuit other than and beyond

In this case, the Defendant admitted his mistake because there was a delay in completing the STNK of the Plaintiff's vehicle. Mistakes are something reprehensible, which can be blamed, which is related to the behavior and consequences of the defendant's behavior, namely losses. Behavior and losses must be blamed, therefore they can be accounted for to him. Thus, the element of mistake is used to state that the defendant committed an unlawful act and is only liable (responsible) for the losses he caused, if the act that caused the loss can be blamed on the defendant.<sup>12</sup> Compensation in cases of violation of the law aims to restore the victim to the condition before the violation occurred. This includes material and immaterial losses, such as medical expenses, loss of income, and emotional suffering.<sup>13</sup>

In this context, the unlawful act (PMH) approach is more relevant than breach of contract, because: 1. There is no written agreement that determines the time of delivery of the STNK rigidly (the element of breach of contract is not fulfilled), 2. However, there is a violation of consumer rights to convenience and legal certainty (Article 4 of the Consumer Protection Law), 3. And a violation of general obligation norms that fulfill the elements of Article 1365 of the Civil Code.

On this basis, the plaintiff filed a claim through a simple lawsuit mechanism (small claim court), Small Claim Court is a court that provides formalities for people who want to sue for a sum of money without having to hire a lawyer and the lawsuit material is not large, besides that the examination of the case is not complicated and simple which does not require a lot of money like filing a case in a general court.<sup>14</sup> As regulated in the Supreme Court Regulation (PERMA) Number 4 of 2019 concerning Procedures for Settlement of Small Claims. Small claims are a civil law mechanism designed to handle cases with a maximum loss value of IDR 500 million quickly, simply, and at low cost. In this case, small claims are a strategic instrument for consumers to obtain justice efficiently, without an appeal process, and without the need to use a lawyer.<sup>15</sup> The filing of a lawsuit through this mechanism is based on the value of the loss that is still within the limits of the provisions and the nature of the legal relationship which is

<sup>11</sup>Syafaat, F. (2021). Settlement of Small Claims (Small Claim Court) at the Stabat District Court. *Journal of Huaniora Socioscience*, 5, 96–107.

<sup>12</sup>Waluyo, B. (2022). Study of Unlawful Acts Based on Article 1365 of the Civil Code. *LAW HORIZON*, 24(1), 14–22.

<sup>13</sup>Sipahutar, AO, Arifin, Z., Sudarmanto, K., & Ratna Sediati, DS (2022). Implementation of Fiduciary Guarantee Execution in Practice for Defaulting Debtors. *USM LAW REVIEW JOURNAL*, 5(1), 144. <https://doi.org/10.26623/julr.v5i1.4254>

<sup>14</sup>Wiranti, Y., Sholehah, N., & Latifani, D. (2020). APPLICATION OF SIMPLE LAWSUITS IN SHARIA ECONOMIC DISPUTE SETTLEMENT. *Islamic Law*, 20(2), 152–166.

<sup>15</sup>Nurcahyani, S. (2023). Implementation of Simple Lawsuits in District Courts from the Perspective of Legal Certainty. *Journal of Legal Surgery*, 7(1), 68–81. <https://doi.org/10.36596/jbh.v7i1.959>

simple. The panel of judges considered that the dispute between the plaintiff and the defendant was worthy of being resolved through a simple lawsuit because it only concerned administrative delays, but had a concrete impact on consumer rights. The form of compensation claim filed by the plaintiff in the case of unlawful acts. The plaintiff filed a claim for compensation on the basis of unlawful acts by the defendant for not submitting the STNK of the vehicle that had been purchased since 2019. Where the plaintiff was concluded based on case Number 23/Pdt.G. S/2022/PN Mnd had purchased 1 (One) unit of Mitsubishi X Pander Ultimate car on credit after which the defendant provided a 3-month travel letter as a replacement for the STNK. After 3 (months) the plaintiff asked the defendant for the STNK which was his right, but the defendant only replied that the STNK was still in the process of being processed.

The process of receiving the Vehicle Registration Certificate (STNK) by the plaintiff was never realized, as evidenced by the absence of STNK submission from 2019 to 2021. This situation has clearly caused material and immaterial losses for the plaintiff, especially because the vehicle in question cannot be used legally and legally in traffic. In civil law, this case can be qualified as a breach of contract if one of the parties to the agreement does not carry out its obligations as agreed.<sup>16</sup> However, in this case, the court did not consider it as a form of breach of contract, because there was no written agreement between the parties stating that the handover of the STNK would be carried out no later than three months after the transaction. In this case, it is seen that the defendant did not submit the STNK within an unreasonable time, on the other hand, the plaintiff continued to make installment payments until finally stopping because he was disappointed with the defendant's failure to complete the payment. Therefore, the defendant's actions violate Article 4 letter a of Law No. 8 of 1999 concerning Consumer Protection, which states that consumers have the right to comfort, security, and safety in consuming goods and/or services. Therefore, the defendant is considered guilty because the unlawful act is considered to have violated the plaintiff's rights, there is an element of error, and there are losses suffered by the plaintiff due to the defendant's negligence.<sup>17</sup> Meanwhile, the existence of a simple lawsuit mechanism (PERMA No. 4 of 2019) should be an efficient way out for consumers, but must still be carried out with the principles of due process of law and substantive justice. Simplification of procedures cannot be used as an excuse to ignore logical and transparent legal arguments. Otherwise, the process will actually create new legal uncertainty that weakens the victim's position.

## **2. Analysis of the legal consideration process carried out by the panel of judges in granting part of the claim for compensation in the case**

Court decisions on a lawsuit for an unlawful act must be based on logical, consistent legal arguments and based on applicable legal norms. Delays in submitting Vehicle Registration Certificates (STNK) by business actors cannot simply be qualified as ordinary administrative negligence. In practice, this can cause real losses both materially and immaterially for consumers, such as additional vehicle rental costs, embarrassment, and psychological pressure due to the illegal status of vehicles on the highway. However, there is no legal measure or parameter that can be used as a reference in determining the amount of immaterial compensation, especially in the context of a small claim court which is limited to the maximum value of the loss. This shows that there is a lack of norms in the legal assessment of subjective non-material losses, and becomes crucial when the judge's decision only grants part of the claim without detailed reasons.

In case No. 23/Pdt.GS/2022/PN Mnd, the judge granted part of the claim for immaterial compensation of Rp20 million from the Rp50 million requested by the plaintiff, without explaining in detail the legal basis or interpretation of the amount. This is problematic because no legal standards have been found that can be used as parameters to objectively assess the level or value of compensation for non-material losses. Decision No. 23/Pdt.GS/2022/PN Mnd is a concrete example of legal practice that reflects the gap between the reality of consumers' immaterial losses and the court's normative standards. In this case, the judge granted part of the claim for immaterial damages without a detailed description or rationalization of the nominal amount given (namely IDR 20 million from the claim of IDR 50 million). When there is no normative or jurisprudential basis for objectively assessing and limiting immaterial damages, this indicates a serious normative vacuum. This vacuum is urgent, because: 1. The emergence of legal uncertainty, especially in small claims decisions, 2. The absence of indicators or

<sup>16</sup> Tresna Rahayu, C., Kairadinda Adam, C., Amalia, F., & Komang Revalina Senandung Vazkya, N. (2024). Indonesian Legal Media (MHI) Published by Yayasan Daarul Huda Krueng Mane Legal Protection for Aggrieved Parties in Default. 2(4), 138. <https://doi.org/10.5281/zenodo.14058588>

<sup>17</sup> Itra Saleh, Nur Mohamad Kasim, & Dolot Alhasni Bakung. (2023). Responsibilities of Business Actors to Consumers. Execution: *Journal of Law and Public Administration*, 1(3), 358–369. <https://doi.org/10.55606/eksekusi.v1i3.543>

standard interpretations makes decisions subjective and potentially lopsided, 3. Judges are given too much discretion without parameters, thus reducing the consistency of legal protection for consumers, and 4. The absence of this guideline can weaken the deterrent effect on negligent business actors.

The principle of proportionality, as developed by Robert Alexy (2002), states that any restriction of rights or compensation for violations of rights must be proportional to the impact and intensity of the violation.<sup>18</sup> In this context, the value of IDR 20 million does not show a proportional correlation to the psychological and social impacts experienced by the victim, such as ticketing, loss of the car while parking, repeated vehicle rentals, and recording the name in BI Checking, which have direct implications for the plaintiff's professional reputation. According to Subekti (2005) and Salim HS (2016), the principle of propriety and appropriateness in civil law also demands that all compensation provided is not only formal, but substantively appropriate and in accordance with the community's sense of justice.<sup>19</sup> <sup>20</sup> In this case, granting partial compensation without a clear interpretation of the value actually contradicts this principle.

Furthermore, the theory of strict liability in consumer protection law, as reflected in Article 19 of Law No. 8 of 1999, places business actors in a position of absolute responsibility for negligence that causes losses, without the need for explicit proof of fault. This is reinforced by the *Schutznorm* doctrine (Runtunuwu et al., 2022) which states that violations of legal norms intended to protect certain parties (consumers) can automatically be qualified as unlawful acts, even without a contract or bad intentions. Based on Article 1365 of the Civil Code, it is interpreted that the act for which he is responsible is due to an unlawful act that he committed which caused loss to another person, due to whose fault that person is obliged to compensate for the loss suffered by the other person.<sup>21</sup> On this basis, the plaintiff provides the amount of losses suffered both materially and immaterially. If it is calculated that the plaintiff suffered losses based on the evidence documents, namely

1. LossMaterial

- In the form of a replacement vehicle rental fee as long as the purchased vehicle is not...canused legally due to the absence of a STNK.
- It was recorded that there were 12 vehicle rentals through official rentals, with a total cost of IDR 35,750,000.
- Evidence is accompanied by payment receipts and supported by relevant witness statements.

2. Intangible Losses

A claim of IDR 50,000,000, for psychological pressure, shame, and the consequences of the plaintiff's name being entered into the BI Checking system, which according to the plaintiff has had an impact on his reputation and professional activities.

Based on the evidence, the Criteria for Unlawful Acts as commonly contained in the 1919 Jurisprudence (Arrest lindebauw Chohen, dated January 31, 1919) has become the doctrine of Legal Science in Indonesia and has become the permanent Jurisprudence of the Supreme Court of the Republic of Indonesia, so that the definition of unlawful acts is interpreted broadly and consists of 4 (four) categories of acts: 1. Contrary to the legal obligations of the perpetrator; 2. Violating the subjective rights of others; 3. Violating the rules of morality; 4. Contrary to the principles of propriety, accuracy and caution;

Therefore, the defendant's negligent action in handing over the STNK to the plaintiff after the sale and purchase transaction of the motor vehicle is considered to fulfill these elements. As a result, the plaintiff suffered losses both materially and immaterially which when added up reached a total of Rp 85,750,000 (eighty-five million seven hundred and fifty thousand rupiah), which should be charged to the defendant to be paid in cash and at once after the decision has permanent legal force (*inkracht van gewijsde*). Liability for unlawful acts does not only occur because of deliberate acts, therefore it is expected that everyone must be careful and not negligent in carrying out acts so as not to cause harm to others.<sup>22</sup>

<sup>18</sup>Alexy, Robert. (2002). *A Theory of Constitutional Rights*. Oxford: Oxford University Press, p. 66–69.

<sup>19</sup>Subekti. (2005). *Principles of Civil Law*. Jakarta: Intermasa, pp. 30–32.

<sup>20</sup>Salim HS. (2016). *Introduction to Indonesian Written Civil Law*. Jakarta: Sinar Grafika, pp. 57–59.

<sup>21</sup>Abidin, M., & Kahpi, A. (2021). APPLICATION OF THE LIMITS OF BREACH OF PERFORMANCE AND UNLAWFUL ACTS IN AN AGREEMENT. *Alauddin Law Development Journal (ALDEV)* |, 3, 250–264.

<sup>22</sup>Runtunuwu, TR, Pangkerego, OA, & Karamoy, R. v. (2022). STUDY OF LIABILITY FOR BREACH OF PERFORMANCE AND UNLAWFUL ACTS BASED ON THE CIVIL CODE. *Lex Privatum*, 10(1), 240–248.

In the framework of assessing immaterial losses, it is worth considering a calculative approach based on concrete facts and the theory of proportionality. For example, during the delay in submitting the STNK, the plaintiff experienced more than one ticket, which could reasonably cause fear, embarrassment, and obstacles in mobility. Assume a ticket fine of Rp500,000 multiplied by three incidents, resulting in Rp1,500,000 in direct losses due to the uncertainty of the vehicle's legality.

In addition, the plaintiff also had to rent a replacement vehicle 12 times. Although this has been granted as a material loss, the cost strengthens the psychological pressure. In addition, the reputational impact such as the inclusion of the plaintiff's name in BI Checking should be considered as a factor of ongoing immaterial loss, especially if the plaintiff works in the financial sector or professional services.

When compared to other jurisprudential practices, such as Supreme Court Decision No. 1834 K/Pdt/2010, immaterial compensation for psychological suffering and reputational damage can reach IDR 50 million or more. Thus, the award of compensation of IDR 20 million in the *a quo* case does not seem to reflect the principle of proportionality (Alexy, 2002) and the principle of propriety (Subekti, 2005). This figure tends to be arbitrary, because it is not based on the scale of psychological, reputational, or social impacts that can be accepted by common sense. Therefore, a more proportional ideal value should be between IDR 40,000,000 to IDR 50,000,000, if the indicators of mental distress, reputational damage, and administrative impacts are taken into account as a whole.

## CONCLUSION

The delay in submitting the Vehicle Registration Certificate (STNK) by the business actor is not merely administrative negligence, but constitutes an unlawful act (PMH) as regulated in Article 1365 of the Civil Code. This case fulfills all the elements of PMH, namely the existence of an error, loss, and a causal relationship. However, the court's decision which only grants partial immaterial compensation without being accompanied by clear legal arguments indicates a lack of norms, especially in the context of simple lawsuit procedures. This study identifies the absence of legal standards in assessing immaterial losses, which can lead to inconsistent decisions and weaken legal protection for consumers. Therefore, it is important for Indonesian civil procedural law to develop normative instruments—such as judicial guidelines or jurisprudential standards—that provide a framework for proportional, fair, and argumentative assessment of psychological and reputational losses. This study contributes to the civil law discourse by offering a proportionality-based approach and consumer protection in small claims. This case is an important reference for the formulation of future legal policies, especially in efforts to strengthen substantive justice mechanisms in resolving micro disputes.

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