

# BREACH OF CONTRACT AGAINST CONSUMERS IN CREDIT-BASED HOME PURCHASES AT DR HOUSING COMPLEX, BUKITTINGGI CITY

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## Abstract

This study discusses breach of contract against consumers in purchasing houses on credit at Housing Complex in Bukittinggi City. The purpose of this study is to identify the consequences of breach of contract experienced by consumers and the legal protection provided to the aggrieved consumers. This research uses an empirical juridical method with a qualitative approach, involving primary data from observations and interviews, as well as secondary data from legal literature and legislation. The results show that breaches such as delays in house handover and discrepancies in specifications cause both material and immaterial losses for consumers. Informal additional agreements that are not made formally and do not involve official developer parties weaken the consumers' legal position. Legal protection regulated under the Civil Code and Law Number 8 Year 1999 on Consumer Protection has not been optimally implemented due to consumers' lack of understanding, informal agreements, and complicated bureaucracy. The study recommends the necessity of formal agreements, increased supervision, legal education, and simplification of dispute resolution processes to strengthen legal protection for consumers of houses purchased on credit.

**Keywords:** *Breach of Contract; Consumer; Legal Protection; Credit Agreement; Housing.*

## INTRODUCTION

In Indonesia, there are still many houses that do not meet proper standards, as well as areas that are not designed for residential use, such as riverbanks. The government's efforts in housing provision include offering subsidized interest rates for Home Ownership Loans (Kredit Pemilikan Rumah/KPR) as one of the solutions to housing problems. Bank Tabungan Negara was appointed by the government as the distributing bank for subsidized KPR, transferring loan interest benefits to low-income communities. As a state-owned bank, Bank Tabungan Negara has committed to making housing loans its core business. KPR is one of the programs launched by financial institutions in Indonesia to facilitate consumers in owning houses through a credit system, enabling consumers to obtain homes according to their preferences within a relatively short period<sup>1</sup>. Based on Article 33 of the 1945 Constitution of the Republic of Indonesia, the fulfillment of housing needs is considered both an individual right and an individual responsibility. Housing is developed with the aim of maintaining a healthy environment and fulfilling needs related to comfort, peace, and prosperity.

The protection provided to consumers varies, including economic, social, and political protection. The most important form of consumer protection, and the main topic of this discussion, is legal protection. Legal protection is considered the primary form of protection because law serves as a means to comprehensively accommodate consumers' interests and rights. In addition, law has officially recognized coercive power within the state, enabling it to be implemented permanently. This differs from protection through other institutions, such as economic or political protection, which is temporary in nature. Consumer protection is intended to safeguard consumers from losses caused by business actors who disregard the prohibitions set out in the Consumer Protection Law. If one of the parties violates the provisions stated in the previously signed and agreed housing sale and purchase agreement and the home ownership credit agreement, the situation becomes more complicated and difficult to resolve. One of the housing complexes used as the research site is DR Housing in Bukittinggi City. This study examines legal protection for buyers and sellers in credit-based housing transactions, both individuals and developers. The fact that

<sup>1</sup> Mohammad Ridho Zahrohy, "Analysis of the Implementation of the Istisna Agreement on Sharia Mortgage at Al Madani Village, Karanganyar, Faculty of Islamic Studies, Muhammadiyah University of Surakarta, 2018.

consumers still have a relatively low level of understanding of their rights is one of the key factors contributing to their vulnerability. This is largely due to the lack of consumer education and consumer awareness among consumers themselves. In this regard, consumer protection as referred to in Law Number 8 of 1999 concerning Consumer Protection encompasses all efforts to ensure legal certainty in protecting consumers. In the initial discussion, regarding credit-based housing sale and purchase agreements, obstacles occurred in the implementation of such transactions that were considered detrimental to consumers, where one consumer requested changes in construction quality. In the agreement, the consumer specified an upgrade of the flooring from ceramic to granite, full ceramic tiling in the bathroom, and the installation of a ceramic kitchen countertop.

The consumer made an agreement with the Head of the Supervisory Agency without involving other parties such as lawyers or trusted financial institutions as third parties, and the agreement was conducted outside the official management of the developer. If the Head of the Supervisory Agency makes an agreement with a consumer outside the official management of the developer, this may violate the agreements or procedures established by the developer. This became the initial cause of the problem. The Head of the Supervisory Agency, who should have been responsible for the agreement, turned out to be irresponsible and breached the agreement. This situation indicates fraud or legal violations by a party who should have had the authority and credibility to supervise the housing sale and purchase process. Referring to Law Number 8 of 1999 concerning Consumer Protection, Article 4 of the law states that every consumer has the right to obtain legal protection against unsafe or harmful products or services. In this case, if the Head of the Supervisory Agency is irresponsible and violates the agreement, such actions are considered violations of consumers' rights to obtain safe and honest services. Based on the explanation above, the objectives of this research are: 1) To determine the consequences of breach of contract (wanprestasi) for consumers regarding the losses suffered by consumers at DR Housing, Bukittinggi City. 2) To identify the forms of consumer protection for the losses suffered by consumers at DR Housing, Bukittinggi City.

## **METHOD**

This type of research combines legal materials or secondary data with primary data on legal events in the field, making this research more empirically juridical. This research focuses on collecting primary data and collecting supporting secondary data<sup>2</sup>. This research was conducted at the DR Housing Complex in Bukittinggi City, discussing legal protection for consumers in the sale and purchase of credit homes. Legal protection for consumers in credit purchases carried out at the Bukittinggi Housing Complex, which was carried out first by reviewing and examining applicable legal regulations and procedures and examining how these regulations were implemented. In conducting the research, publications written by scientists, specialists, and scholars and laws and regulations related to the issues discussed. Secondary data obtained from reading books and other sources were very helpful in developing and constructing this theoretical framework<sup>3</sup>. In addition, the author also conducted field research. The data collection techniques used in this study are Observation, namely the researcher observed the situation or process of buying and selling credit houses in the DR Housing Complex, Bukittinggi City in real terms, to see how legal protection is applied in practice, interviews, namely the researcher interviewed the parties involved, such as consumers, developers, or related officials, in order to obtain a factual picture of the problems faced, the implementation of regulations, and the legal protection received by consumers and documentation, namely the researcher collected important documents, such as sales and purchase contracts, proof of payment, agreements, or other legal documents, which were used as empirical evidence of how the transaction took place and the extent to which legal protection was actually provided.

## **RESULTS AND DISCUSSION**

### **The Impact of Breach of Contract on Consumers for the Losses Suffered by Consumers at DR Housing, Bukittinggi City**

Breach of contract (wanprestasi) refers to the failure or negligence to fulfill obligations as stipulated in an agreement made between a creditor and a debtor. Breach of contract or non-performance may occur either intentionally or unintentionally. A debtor is considered negligent if they fail to fulfill their obligations, fulfill them late, or fulfill them not in accordance with what has been agreed upon.

Breach of contract is regulated in Article 1243 of the Indonesian Civil Code, which states that: "Compensation for costs, losses, and interest due to non-performance of an obligation shall only be required when

<sup>2</sup> Soejono Soekonto. Introduction to legal research. Jakarta: UI Press. 2015.

<sup>3</sup> Soejono Soekonto. Introduction to legal research. Jakarta: UI Press. 2015.

the debtor, after being declared in default, remains negligent in fulfilling the obligation, or when something that must be given or done can only be given or done after the specified time limit has elapsed.” The impact of breach of contract on consumers in credit-based housing purchases at DR Housing, Bukittinggi City, has caused significant material and immaterial losses. Based on the research findings, many consumers who had paid the down payment (DP) and made regular installment payments experienced delays in house handover and received houses with specifications that did not comply with the initial agreement. One concrete example found was a consumer who requested improvements in construction quality, such as the installation of granite flooring, fully tiled bathrooms, and ceramic kitchen countertops. This request was informally approved by the Head of the Supervisory Agency without formal involvement from the developer or a notary, causing the agreement to lack strong legal force. As a result, the developer did not continue with the additional agreement, and the consumer suffered losses, both materially in the form of losing rights to a house that had been partially paid for, and immaterially in the form of psychological pressure, discomfort, and legal uncertainty.

The results of an interview with Mr. AF, a consumer who became a victim of breach of contract, support these findings. Mr. AF revealed that he had paid a down payment of 10% of the house price amounting to IDR 800,000,000, with monthly installments of IDR 6,000,000, yet the house had not been handed over within the promised time. He also added that there was an additional agreement regarding house specifications made with the Head of the Supervisory Agency, not officially with the developer, which ultimately was not recognized and not fulfilled. Related to this interview, Mr. AF stated: “Yes, I requested granite flooring, fully tiled bathrooms, and ceramic kitchen countertops according to the agreement, but only part of it was fulfilled. This agreement was made verbally and in writing with the Head of the Supervisory Agency, not directly with the developer. It turned out that the developer did not recognize this agreement.”

Based on the interview results above, it can be concluded that a dispute arose between the buyer and the developer regarding the promised property facilities, namely granite flooring, fully tiled bathrooms, and ceramic kitchen countertops, which were only partially fulfilled. The agreement was made verbally and in writing with the Head of the Supervisory Agency; however, the developer as the project executor did not acknowledge the agreement. In Indonesian contract law, verbal agreements are recognized, but written agreements have stronger evidentiary value in the event of a dispute. The legal position becomes weaker if the party who drafted the agreement does not have full authority; in this context, the Head of the Supervisory Agency is not the developer, unless there is evidence that the Head acted on behalf of or under a mandate from the developer. Article 1338 of the Civil Code emphasizes that every agreement binds both parties and must be performed in good faith; therefore, the developer should respect the agreement if the authority of the bound party is proven valid. Hence, it is important to verify the status and authority of the party signing the agreement. If a dispute arises, mediation may be pursued first, and if unsuccessful, a breach of contract lawsuit may be filed in court.

The losses experienced by the consumer included financial losses because the money paid was not proportional to the house received, as well as psychological impacts due to uncertainty in resolving the issue. Mr. AF's efforts to defend his rights through direct communication with the developer and the Supervisory Agency were unsuccessful, and the legal process felt very difficult and bureaucratic. In addition, compensation or restitution was never actually provided, only promises that were never realized. The analysis of this case refers to the definition of breach of contract explained by R. Subekti in the Indonesian Civil Code, which describes a situation in which a party bound by a contract fails to fulfill its obligations properly, either due to negligence or intentional conduct<sup>4</sup>. Breach of contract may result in obligations to provide compensation, cancel the agreement, or transfer risk in accordance with Articles 1243 and 1244 of the Civil Code. Furthermore, Law Number 8 of 1999 concerning Consumer Protection establishes consumers' rights to legal protection and compensation if the goods or services received are not in accordance with the contract (Article 4 and Article 19 of the Consumer Protection Law). However, in practice, the implementation of this legal protection often faces challenges, especially when agreements are made informally without the involvement of legitimate third parties such as notaries, as explained by Wahyu Sasongko in *Ketentuan-ketentuan Pokok Hukum Perlindungan Konsumen*<sup>5</sup>. This legal uncertainty increases the risk of loss for consumers and hinders the enforcement of their rights. This situation is further aggravated by consumers' low understanding of their legal rights and the tendency of responsibility shifting between developers and supervisors, as described by Ahmadi Miru and Sakka Pati in *Hukum Perikatan* (2019), which states that the resolution of breach of contract must be based on a strong agreement and good faith from both parties<sup>6</sup>.

<sup>4</sup> R. Subekti, Civil Code, PT. Arga Printing, Jakarta, 2007, p. 146

<sup>5</sup> Wahyu Sasongko, 2017, Basic Provisions of Consumer Protection Law, Bandar Lampung: University of Lampung

<sup>6</sup> Ahmadi Miru and Sakka Pati, Contract Law, Jakarta: Rajawali Press, 2019.

From the field research and literature review, it can be concluded that the effects of breach of contract in housing transactions not only cause material losses but also result in psychological impacts and legal uncertainty for consumers. Legal protection as regulated in the Civil Code and the Consumer Protection Law has often not been optimally utilized due to weak contractual systems, complicated bureaucracy, and limited consumer understanding of their rights. Therefore, it is essential to enhance legal education among the public, strengthen supervision by authorized institutions, and implement clear, official, and well-monitored agreements so that consumers' rights in credit-based housing purchases are truly protected in accordance with the prevailing laws and regulations in Indonesia.

### **Consumer Protection for Losses Suffered by Consumers at DR Housing, Bukittinggi City**

The protection provided to consumers varies and may take the form of economic, social, and political protection. However, the most important form of consumer protection, and the main focus of this discussion, is legal protection. Legal protection is considered the primary form of protection because law serves as a comprehensive means of accommodating consumers' interests and rights. Moreover, law has officially recognized coercive power within the state, enabling its provisions to be enforced permanently. This differs from other forms of protection, such as economic or political protection, which are temporary in nature<sup>7</sup>. Consumer protection for losses suffered at DR Housing, Bukittinggi City, indicates that although legal regulations governing consumer rights already exist, their implementation in practice still faces significant challenges. Many consumers who purchase houses through credit schemes experience both financial and non-financial losses due to discrepancies between the product and the agreed credit contract, such as delays in house handover and differences in construction specifications. Based on Law Number 8 of 1999 concerning Consumer Protection (UUPK), consumers are entitled to legal protection that guarantees comfort, safety, clear information, and compensation in the event of losses.

Unfortunately, this protection is often ineffective because agreements are frequently made informally and are not properly supervised, compounded by consumers' limited understanding of their rights. This situation is further aggravated by complicated bureaucracy and poor communication between consumers, developers, and supervisory institutions, making it difficult for consumers to fully access their rights. In an interview, Mr. AF, a consumer who suffered losses at DR Housing, explained that after paying a down payment of 10% of the house price and monthly installments of IDR 6,000,000, the promised house was not delivered on schedule. Additional agreements regarding improvements in house quality, including granite flooring and fully tiled bathrooms, which were agreed upon with the Head of the Supervisory Agency, were not officially recognized by the developer and therefore could not be realized. Mr. AF stated, "I feel financially disadvantaged because the house delivered did not match the promise, and I also experienced mental pressure due to legal uncertainty in resolving my case." His efforts to obtain legal protection and compensation through complaints to the developer and consumer protection institutions did not produce satisfactory results due to complicated procedures and the lack of support from the parties involved.

Regarding the adequacy of legal protection, Mr. AF stated:

"No, I feel that the legal protection I received was inadequate. The additional agreement I made was not recognized, and the complaint process to the developer and consumer protection institutions was very complicated and unclear in its outcome."

Based on the interview, it can be concluded that consumers are dissatisfied with the legal guarantees obtained in property transactions, particularly regarding unrecognized additional agreements and complicated complaint procedures with unclear results. In the Indonesian legal context, consumer protection in property transactions is regulated by Law Number 8 of 1999 concerning Consumer Protection (UUPK) and the Civil Code (KUHPerdata). The UUPK grants consumers the right to comfort, safety, and security in receiving goods or services, as well as the right to claim compensation if losses are caused by business actors such as property developers. However, despite this legal framework, consumer legal protection in practice is often perceived as inadequate due to several factors, including consumers' lack of understanding of their rights, unfair unilateral agreements drafted by developers, and lengthy, complicated, and often ineffective legal processes in resolving disputes. One factor contributing to weak consumer legal protection is consumers' limited understanding of their rights in property transactions. Many consumers do not fully comprehend the contents of the agreements they sign, causing them to become bound by contracts that are more beneficial to developers. Furthermore, many sale and purchase agreements are drafted unilaterally by developers with terms that are less favorable to consumers. On the other hand, although Law Number 8 of 1999 on Consumer Protection exists, many property disputes are not properly resolved or require a long time to

<sup>7</sup> Wahyu Sasongko, Basic Provisions of Consumer Protection Law, Bandar Lampung: University of Lampung, 2017.

reach settlement. Supervision and law enforcement against developers who violate consumer rights are still considered weak. Consumers often do not have adequate access to justice, especially when dealing with large developers who possess stronger legal resources.

In line with this, Mr. AF stated regarding the obstacles he faced in claiming his consumer rights:

“The main obstacles I experienced were the lack of transparency and the tendency of responsibility shifting between the developer and the supervisor. In addition, the long and slow bureaucracy made it difficult for me to obtain a resolution.”

Based on this interview, it can be concluded that the obstacles include a lack of transparency, a tendency of responsibility shifting between developers and supervisors, and long and slow bureaucracy that hinders the dispute resolution process. The lack of transparency in property transactions in Indonesia remains a significant issue. Although Indonesia's property sector is categorized as semi-transparent and has shown progress, its ranking is still below neighboring countries such as Thailand and Malaysia. This condition is exacerbated by complicated bureaucracy, which hampers the resolution of disputes and consumer complaints. Generally, such problems require increased information transparency and faster responses from relevant institutions so that consumer rights and the interests of other parties in the property sector can be properly protected.

Therefore, it is essential to strengthen consumer protection through regulations that require formalities in home credit agreements, stricter supervision of developers and supervisory institutions, and broader legal education for consumers so that they can understand and effectively defend their rights. Simplifying consumer dispute resolution processes is also vital to prevent prolonged procedures and to facilitate consumers in obtaining justice. These efforts are crucial to ensure real and sustainable legal protection for consumers, particularly in the property sector, especially at DR Housing, Bukittinggi City. Non-compliance in the process of credit-based house purchases at DR Housing, Bukittinggi City, occurred when the developer failed to fulfill its responsibilities as stipulated in the credit house sale and purchase contract. According to Article 1243 of the Civil Code, breach of contract occurs when the debtor is considered negligent in fulfilling obligations within the agreed time. This study identified that many consumers who had paid the down payment and regular installments experienced delays in house handover and discrepancies with the promised house specifications, including construction quality upgrades such as granite flooring, ceramic bathrooms, and ceramic kitchen countertops.

In practice, additional agreements were made informally with the Head of the Supervisory Agency without official involvement from the developer or a notary. This caused such agreements to lack strong legal force, and consequently, the developer did not fulfill the additional commitments. As a result, consumers suffered losses in the form of losing rights to houses they had already paid for, as well as non-material losses such as stress, discomfort, and legal uncertainty. Interviews with Mr. AF also showed that although he had paid the down payment and installments, his house had not been delivered and the promised additional specifications were not recognized by the developer. According to R. Subekti in the Indonesian Civil Code (2007), such non-compliance creates an obligation for the party causing the loss to provide compensation or cancel the contract. Law Number 8 of 1999 concerning Consumer Protection also establishes consumers' rights to compensation for goods or services that do not conform to the agreement. However, in practice, legal protection remains suboptimal due to the lack of formality in agreements, complicated bureaucratic procedures, and consumers' limited understanding of their legal rights. In addition, Article 1338 of the Civil Code emphasizes that every agreement must be executed in good faith, whereas in this case there are indications that the developer did not demonstrate good faith.

Thus, the consequences of breach of contract not only cause tangible financial losses but also worsen the mental and social conditions of consumers who feel that they have not received proper justice and protection. Consumer protection is therefore a crucial aspect in safeguarding the rights of home buyers, particularly those who suffer losses due to developers' breach of contract. This protection is legal in nature and guarantees certainty and justice for consumers, as stipulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). The UUPK regulates consumers' rights to comfort, safety, correct information, and compensation in the event of losses (Articles 4 and 19). This study reveals that although supporting regulations exist, the implementation of consumer protection at DR Housing still encounters serious obstacles. Many agreements are made informally without adequate documentation, and consumers' lack of understanding of their rights weakens their bargaining position. This condition is worsened by poor communication between consumers, developers, and supervisory agencies, as well as complex and slow complaint bureaucracy, as experienced by Mr. AF. Literature analysis, including Wahyu Sasongko in *Ketentuan-ketentuan Pokok Hukum Perlindungan Konsumen* (2017), emphasizes that legal protection must ensure legal certainty and create a climate of trust in consumer transactions. Meanwhile, Ahmad Miru and Sakka Pati in *Hukum Perikatan* (2019) stress the importance of good faith and contractual formality as prerequisites for effective

legal protection. The case at DR Housing demonstrates the weak application of these principles, placing consumers in a vulnerable position. Therefore, consumer protection must be strengthened through systematic measures, including contractual formalities, strict government supervision, legal education for consumers, and simplified dispute resolution processes. These efforts are essential to ensure that consumer rights can be effectively enforced and that losses suffered by consumers receive fair and prompt resolution.

## **CONCLUSION**

The default between consumers and developers at the DR Housing Complex in Bukittinggi City resulted in significant material and immaterial losses for consumers. Default, which under Article 1243 of the Civil Code means the debtor's failure to fulfill their obligations under the agreement after being declared in default, was evident in the delay in house handover and non-conformity to house specifications, such as requests for improved granite flooring, fully tiled bathrooms, and ceramic kitchen countertops, which were informally approved by the Head of the Supervisory Agency but not acknowledged by the developer. This resulted in consumers losing their rights to the house they had paid for and experiencing psychological distress and legal uncertainty. Informal agreements that do not involve an official developer or notary weaken consumers' legal standing, even if oral agreements are recognized, because a valid written agreement executed by an authorized party has stronger evidentiary force. Article 1338 of the Civil Code mandates that every agreement must be executed in good faith and be binding on both parties. Therefore, developers should honor agreements if the binding party's authority is proven valid. Therefore, consumer protection needs to be strengthened through clear and formal agreements, increased oversight by relevant authorities, legal education for consumers to understand and advocate for their rights, and streamlined dispute resolution processes to make them faster and more accessible. These efforts are crucial to ensuring real and sustainable legal protection for property consumers, particularly in the DR Housing Complex in Bukittinggi City.

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