



Developer's Legal Liability and The Fulfillment of Consumer Rights in Pre-Project Selling Practices: A Case Study of Meikarta Apartment Marketing

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Abstract

The implementation of the pre-project selling scheme in apartment development provides financing opportunities for developers during the early construction stages. However, this mechanism may create risks for consumers when the development is not completed according to the Conditional Sale and Purchase Agreement (PPJB), as occurred in the Meikarta Apartment project. This study aims to analyze the developer's legal liability toward consumers for losses arising from the failure to complete the Meikarta Apartment project, identify legal obstacles in pre-project selling practices, and examine legal remedies available to consumers in fulfilling their rights. This research applies Philipus M. Hadjon's Theory of Legal Protection, Hans Kelsen's Theory of Legal Responsibility, John Rawls' Theory of Justice, and Az. Nasution's Consumer Protection Theory. The analysis is based on the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 20 of 2011 concerning Flats, and Government Regulation Number 13 of 2021 by comparing legal norms (*das sollen*) with actual implementation (*das sein*). The results show that the developer's liability was carried out through construction rescheduling and debt restructuring based on the court-approved Composition Plan. However, these efforts have not fully guaranteed legal certainty and consumer rights. Obstacles include weak prudential principles, unequal bargaining positions, construction delays, and limited consumer protection. Available remedies include alternative dispute resolution, Consumer Dispute Settlement Agency mechanisms, breach of contract claims, and PKPU procedures under applicable regulations. These findings highlight the necessity of strengthening developers' legal accountability, regulatory supervision, and preventive consumer protection mechanisms within Indonesia's property sector. This study contributes to the development of Indonesian consumer protection and contract law by providing an empirical analysis of the implementation of developer liability following the homologation of a PKPU settlement. The research demonstrates the continuing gap between statutory provisions (*das sollen*) and their practical implementation (*das sein*), particularly in large-scale apartment development projects employing the pre-project selling system. These

findings may serve as a reference for policymakers, legal practitioners, property developers, and scholars seeking to improve legal certainty and accountability in future property transactions.

Keywords: Legal Liability, Developer, Pre-Project Selling, Conditional Sale and Purchase Agreement (PPJB), Consumer Protection.

Introduction

Housing represents one of the primary necessities of human life and plays an important role in supporting social welfare and sustainable development (Maria et al., 2022). The continuous growth of urban areas, increasing population density, and rising demand for residential accommodation have contributed to the rapid development of Indonesia's property industry. These conditions have encouraged developers to implement various strategies to obtain project financing and attract potential purchasers. One of the commonly adopted mechanisms is the pre-project selling system, where property units are marketed before the completion of construction, and in certain situations, before the physical development has significantly progressed (Rahmat et al., 2022).

From the perspective of business development, pre-project selling provides economic benefits for developers because it allows them to obtain initial funding from prospective buyers. The advance payments received from consumers can be utilized to support construction processes and maintain project sustainability. On the consumer side, this scheme is often considered attractive because developers generally provide competitive prices, installment facilities, promotional offers, and the expectation of future property appreciation. As a result, pre-project selling has become a frequently used approach within Indonesia's residential property sector (Mubarrak & Saputra, 2025).

Despite these advantages, the implementation of pre-project selling also creates potential legal problems, particularly when developers are unable to fulfill their contractual obligations (Mubarrak & Saputra, 2025). Unlike conventional property transactions involving completed buildings, consumers participating in pre-project selling purchase units based primarily on promises, information, and assurances provided by developers (Rahmat et al., 2022). Therefore, consumers depend heavily on the developer's credibility regarding project completion schedules, legal status, construction progress, and delivery commitments (Hasibuan et al., 2025). When these expectations are not realized, consumers may experience financial losses and difficulties in demanding the fulfillment of their rights due to their weaker bargaining position (Martin et al., 2025).

In the Indonesian legal system, pre-project selling is not prohibited, but its implementation is subject to several legal requirements designed to ensure certainty and protect consumers (Maria et al., 2022). The Indonesian Civil Code provides general principles concerning contractual obligations and agreements, while Law Number 8 of 1999 concerning Consumer Protection regulates the responsibilities of business actors, including the obligation to provide correct information, act in good faith, and provide compensation for losses caused

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by violations of consumer rights (Indonesia, 1999). Furthermore, Law Number 20 of 2011 concerning Flats and Government Regulation Number 13 of 2021 establish specific requirements regarding the marketing and sale of apartment units before construction completion.

These regulations demonstrate that the legal framework governing pre-project selling is intended to create a balanced relationship between developers and consumers. Developers are required to ensure legal certainty, including the availability of land rights, construction permits, adequate development progress, and clear contractual arrangements before entering into a Conditional Sale and Purchase Agreement (PPJB). However, the existence of regulatory provisions does not automatically guarantee effective consumer protection because the practical implementation of these obligations remains influenced by various economic, administrative, and corporate factors (Hidayah & Nugraheni, 2025).

The difference between legal expectations (*das sollen*) and actual implementation (*das sein*) can be observed through several property disputes in Indonesia involving delayed construction, failure to deliver units, and uncertainty regarding consumer rights (Muniefiy et al., 2023). These situations indicate that although Indonesia has established regulations governing pre-project selling, the effectiveness of developer accountability and consumer protection mechanisms remains a significant issue requiring further examination (Hidayah & Nugraheni, 2025).

Literature Review

The Concept of Pre-Project Selling and Consumer Protection in Apartment Transactions

Pre-project selling has become one of the dominant marketing mechanisms in Indonesia's property sector, particularly in apartment and condominium developments. Under this system, developers offer residential units before construction has been completed, enabling them to obtain financing from prospective purchasers while simultaneously measuring market demand. Although this practice provides significant commercial benefits for developers and may offer more competitive prices for consumers, it also creates substantial legal risks because buyers commit to purchasing properties that have not yet been physically completed. Consequently, the implementation of pre-project selling requires an effective legal framework capable of balancing commercial interests with consumer protection. (Budi & Silviana, 2025)

Indonesian legislation recognizes the legality of pre-project selling provided that developers comply with statutory requirements governing apartment development and marketing. The Conditional Sale and Purchase Agreement (*Perjanjian Pengikatan Jual Beli/PPJB*) functions as the principal contractual instrument regulating the legal relationship between developers and purchasers before the execution of the final deed of sale (Azka & Hermono, 2022). However, previous studies indicate that the PPJB frequently operates as a standard-form contract drafted unilaterally by developers, thereby limiting consumers' opportunities to negotiate contractual provisions and creating an imbalance of bargaining power between the parties (Sasmitaningrum et al., 2025).

Consumer protection within pre-project selling transactions is therefore closely associated with the principles of transparency, good faith, and legal certainty. According to recent studies, developers are expected to provide complete and accurate information regarding project licensing, construction progress, delivery schedules, and technical specifications before entering into contractual relationships with consumers. Failure to provide accurate information or to fulfil contractual commitments may constitute a breach of contractual obligations as well as a violation of consumer protection principles established under Indonesian law (Aulia Rachman & Kirana, 2022). Consequently, preventive legal protection through regulatory compliance and transparent contractual arrangements remains essential for minimizing disputes arising from apartment transactions (Hidayah & Nugraheni, 2025).

Recent scholarship further argues that existing legal protection remains predominantly reactive because consumers generally pursue legal remedies only after project delays or contractual defaults have occurred (Mubarrak & Saputra, 2025). This condition demonstrates that preventive protection mechanisms have not yet functioned effectively to reduce legal uncertainty in apartment transactions. Accordingly, scholars recommend strengthening administrative supervision, improving developers' compliance with statutory requirements, and reinforcing contractual safeguards before marketing activities commence (Hidayah & Nugraheni, 2025).

Developer Liability and Previous Studies on Pre-Project Selling Disputes

The concept of developer liability in pre-project selling transactions extends beyond the ordinary law of contract because it also encompasses statutory obligations arising from consumer protection legislation. Where developers fail to complete construction or deliver apartment units in accordance with the PPJB, legal responsibility may arise through contractual default as well as violations of consumer rights (Adriarga et al., 2025). Previous studies consistently emphasize that developers remain responsible for fulfilling their contractual obligations despite financial or administrative difficulties encountered during project implementation.

Several recent studies have examined the legal implications of PPJB implementation in apartment transactions. (Rahmat, Widhiyanti, and Anggraini, 2022), for example, argue that uncertainty surrounding the legal meaning of apartment marketing under the pre-project selling system has contributed to inconsistent implementation of statutory requirements and weakened consumer protection. Their findings indicate that inadequate governmental supervision allows developers to market apartment projects before fulfilling mandatory legal prerequisites, thereby increasing the likelihood of future contractual disputes.

Conclude that although Indonesian legislation provides a comprehensive legal basis for consumer protection, practical implementation remains insufficient because the effectiveness of legal protection depends heavily upon developers' compliance with licensing requirements and contractual obligations (Maria et al., (2022). The study emphasizes that legal certainty cannot be achieved solely through contractual documentation but requires effective regulatory enforcement throughout the project development process.

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More recent studies have proposed strengthening consumer protection by reconstructing project completion guarantees within the pre-project selling system. Rather than relying exclusively on contractual remedies after default has occurred, these studies advocate preventive legal mechanisms capable of ensuring project completion and reducing the risk of consumer losses before disputes arise. Such recommendations reflect an emerging shift in Indonesian legal scholarship from reactive dispute resolution toward preventive consumer protection within the property sector (Mubarrak & Saputra, 2025).

Although previous studies have significantly contributed to understanding consumer protection and contractual relationships in pre-project selling, most remain limited to normative analyses of statutory provisions or the validity of PPJB agreements (Meliana et al., 2022). Relatively few studies evaluate the implementation of developer liability following debt restructuring through the Suspension of Debt Payment Obligations (Penundaan Kewajiban Pembayaran Utang/PKPU) and the subsequent homologation process, particularly through an empirical examination of the Meikarta Apartment project. This study therefore extends the existing literature by integrating contract law, consumer protection law, judicial restructuring, and empirical findings obtained from consumer questionnaires and interviews to evaluate whether the implementation of developer liability has effectively restored consumers' legal rights.

Research Method

This study employs a qualitative research design using an empirical juridical approach to examine the implementation of developers' legal liability toward consumers in the practice of pre-project selling, with particular reference to the Meikarta Apartment project marketed by PT Lippo Cikarang Tbk. A qualitative approach was adopted because the study seeks to obtain an in-depth understanding of the implementation of legal norms governing consumer protection and contractual obligations in actual property transactions rather than merely measuring legal phenomena quantitatively (Creswell & Creswell, 2018). Meanwhile, the empirical juridical approach was employed to analyze law both as a normative system (law in books) and as a social reality (law in action), enabling the research to evaluate the consistency between statutory provisions and their practical implementation (Ali, 2021).

This research applies a statutory approach, a conceptual approach, and a case approach. The statutory approach was used to examine the Indonesian Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 20 of 2011 concerning Flats as amended by Law Number 6 of 2023, Government Regulation Number 13 of 2021 concerning the Administration of Flats, and other relevant regulations governing pre-project selling transactions. The conceptual approach was adopted to analyze legal doctrines concerning legal liability, consumer protection, contractual obligations, and justice. Furthermore, the case approach focuses on the legal issues arising from the Meikarta Apartment project, particularly the implementation of developers' obligations following the court-approved Composition Plan through the Suspension of Debt Payment Obligations (Penundaan Kewajiban Pembayaran Utang/PKPU).

Data were collected through library research, document analysis, questionnaire surveys, and semi-structured interviews. Library research and document analysis were conducted to examine statutory regulations, judicial decisions, legal literature, and recent scholarly publications relevant to the research topic. Empirical data were obtained through questionnaires distributed to Meikarta consumers using Google Forms to identify the fulfillment of contractual rights, refund mechanisms, and consumer experiences regarding apartment delivery. In addition, semi-structured interviews were conducted with a former marketing staff member involved in the Meikarta Apartment project to obtain comprehensive information regarding the implementation of the pre-project selling scheme and the challenges encountered during project execution (Yin, 2018).

The participants in this study consisted of consumers who had entered into a Conditional Sale and Purchase Agreement (Perjanjian Pengikatan Jual Beli—PPJB) for the Meikarta Apartment project and an informant who possessed direct experience in the project's marketing activities. Participants were selected using purposive sampling, considering their direct involvement and their ability to provide relevant information regarding the implementation of developers' legal responsibility.

The collected data were analyzed using an interactive qualitative analysis model, which consisted of data reduction, data display, and conclusion drawing and verification (Miles, Huberman, & Saldaña, 2020). The empirical findings were subsequently interpreted by linking them with Philipus M. Hadjon's Theory of Legal Protection, Hans Kelsen's Theory of Legal Responsibility, John Rawls' Theory of Justice, and Az. Nasution's Consumer Protection Theory. Through this analytical framework, the study evaluates whether the implementation of developers' legal responsibility in the Meikarta Apartment project has fulfilled the principles of legal certainty, justice, and consumer protection under Indonesian contract law and consumer protection law.

Result and Discussion

Implementation of Developer Liability in the Meikarta Apartment Project

The implementation of legal liability in pre-project selling transactions constitutes an essential component of consumer protection because developers remain legally bound to perform the obligations expressly stipulated in the Conditional Sale and Purchase Agreement (Perjanjian Pengikatan Jual Beli/PPJB). In apartment development projects, the scope of legal liability extends beyond the mere execution of contractual promises. Developers are also required to comply with statutory obligations concerning project readiness, licensing requirements, construction progress, transparency, and the protection of purchasers' legitimate expectations before and after the execution of the PPJB. These obligations reflect the principle that business actors engaging in property transactions must exercise good faith and ensure legal certainty throughout the entire development process. Consequently, legal responsibility in pre-project selling should not be understood solely as an obligation to transfer ownership upon project completion but also as a continuing obligation to safeguard consumers from foreseeable financial and legal risks arising during project implementation (Mubarrak & Saputra, 2025).

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Within the Indonesian legal framework, the implementation of developer liability is regulated through several complementary legal instruments. Article 1338 of the Indonesian Civil Code establishes the principle of *pacta sunt servanda*, requiring every legally concluded agreement to be performed in good faith by all contracting parties. Furthermore, Law Number 8 of 1999 concerning Consumer Protection obliges business actors to provide accurate information, perform contractual obligations honestly, and compensate consumers for losses resulting from unlawful conduct or contractual default. More specifically, Law Number 20 of 2011 concerning Flats and Government Regulation Number 13 of 2021 impose additional obligations upon developers intending to market apartment units before construction has been completed. These regulations require developers to demonstrate legal certainty regarding land ownership, building permits, project feasibility, and construction readiness before entering into a PPJB with prospective consumers. Therefore, the implementation of legal responsibility in apartment development combines contractual obligations with statutory duties intended to strengthen consumer protection within the pre-project selling system (Gunafi & Sinaga, 2025).

Recent legal scholarship similarly argues that although Indonesian law formally recognizes the legality of pre-project selling, the practical implementation of consumer protection remains highly dependent upon developers' compliance with statutory obligations. Existing regulations generally function after contractual problems have already emerged, meaning that preventive legal protection remains relatively limited. Consequently, when construction delays or project failures occur, legal responsibility is commonly enforced through contractual remedies, judicial proceedings, or restructuring mechanisms rather than through preventive regulatory intervention. This condition demonstrates that the effectiveness of consumer protection cannot be evaluated solely by examining the existence of statutory regulations but must also consider the extent to which developers actually fulfil their legal obligations throughout the implementation of the development project (Maria et al., 2022).

The empirical findings of this research indicate that the implementation of developer liability in the Meikarta Apartment project has primarily been carried out through the debt restructuring mechanism established under the Suspension of Debt Payment Obligations (*Penundaan Kewajiban Pembayaran Utang*—PKPU). Rather than terminating the contractual relationship between the developer and purchasers, the restructuring process sought to preserve the continuation of the project while reorganizing the developer's financial obligations. Following the homologation decision issued by the Commercial Court, PT Mahkota Sentosa Utama implemented a Composition Plan providing for the rescheduling of construction activities, the postponement of apartment handovers, and the restructuring of payment obligations toward consumers and other creditors. According to the Researcher's analysis of Commercial Court Decision Number 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst, the homologated settlement functions as a legally binding agreement upon all parties and constitutes the principal legal basis governing the subsequent implementation of the developer's contractual obligations.

The Composition Plan represents an important legal mechanism because it enables financially distressed developers to continue construction while simultaneously preserving opportunities for consumers to obtain the apartment units they have purchased. Unlike

liquidation or bankruptcy proceedings, which generally terminate business activities and prioritize asset distribution among creditors, the PKPU mechanism emphasizes restructuring, negotiation, and business continuity. From the perspective of consumer protection, this approach offers potential advantages because consumers may ultimately receive the apartment units promised under the PPJB instead of merely participating in the distribution of liquidation assets. Nevertheless, the effectiveness of this restructuring mechanism ultimately depends upon the developer's ability to implement the agreed construction schedule and fulfil every commitment contained in the homologated settlement. Consequently, homologation should not be interpreted as extinguishing the developer's contractual obligations but rather as modifying the manner and timeframe in which those obligations are to be fulfilled.

The questionnaire findings obtained from Meikarta Apartment consumers demonstrate that the implementation of the developer's obligations has not yet resulted in the complete restoration of consumers' contractual rights. Approximately ten percent of respondents stated that they had received possession of their apartment units in accordance with the agreement, whereas approximately ninety percent indicated that they had not yet obtained the units they had purchased. Among consumers whose apartments had not yet been delivered, approximately twenty percent reported receiving refunds from the developer, while the remaining seventy percent continued to await project completion without a definite handover schedule. These empirical findings indicate that although the restructuring mechanism has created a legal framework for continuing the project, its implementation has not yet produced full legal certainty regarding the realization of consumers' contractual rights (Based on the questionnaire distributed to Meikarta Apartment consumers, 2026).

The questionnaire findings also reveal that delayed construction has generated broader consequences extending beyond the physical postponement of apartment delivery. Consumers reported uncertainty regarding investment planning, housing arrangements, financial commitments, and confidence in the developer's ability to complete the project. Several respondents stated that they had fulfilled all payment obligations under the PPJB but remained unable to utilize or occupy the purchased apartment units. Consequently, the legal relationship established through the PPJB has continued without the reciprocal fulfilment of the developer's principal obligation to deliver the completed apartment units within the agreed period. This imbalance illustrates the continuing disparity between contractual expectations and the practical implementation of developer obligations after the restructuring process.

The interview conducted with R.S., a former marketing staff member involved in the Meikarta Apartment project, provides additional insight into the implementation of developer liability following the project delay. According to the interviewee, the pre-project selling scheme was initially adopted as a financing strategy intended to secure capital during the early stages of development while simultaneously assessing market demand before full-scale construction commenced. This marketing approach was considered commercially advantageous because advance payments from purchasers enabled the developer to finance subsequent stages of construction without relying exclusively upon external financing institutions (R.S., personal communication, January 15, 2026).

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The interview further reveals that, at the beginning of the project, the developer expected construction activities to proceed according to the planned schedule. However, several unforeseen circumstances subsequently affected project implementation. These included licensing complications, changes in spatial planning policies, fluctuations within Indonesia's property market, financing challenges, and multiple legal disputes involving the development project. According to the interviewee, these factors collectively contributed to significant construction delays and ultimately prevented the developer from delivering apartment units within the timeframe originally stipulated in the PPJB (R.S., personal communication, January 15, 2026).

The interview additionally demonstrates that the developer continued to undertake several measures after construction delays became unavoidable. These measures included participation in PKPU proceedings, implementation of the homologated Composition Plan, phased continuation of construction activities, communication with consumers concerning revised project schedules, and the provision of refund mechanisms for consumers electing to terminate their contractual relationship with the developer. Although these initiatives indicate the developer's continuing efforts to fulfil contractual obligations, the empirical findings demonstrate that their implementation remains gradual and has not yet completely restored the legal position of all consumers (R.S., personal communication, January 15, 2026).

From the perspective of Philipus M. Hadjon's Theory of Legal Protection, the findings indicate that consumers have obtained a degree of legal protection through judicial restructuring mechanisms, particularly because the homologated Composition Plan legally binds the developer to continue performing its contractual obligations. Nevertheless, this protection remains imperfect because many consumers continue to experience uncertainty regarding the realization of their contractual rights. Similarly, Hans Kelsen's Theory of Legal Responsibility suggests that legal responsibility is not fulfilled merely by acknowledging an obligation but requires the effective implementation of that obligation in accordance with applicable legal norms. Therefore, the existence of the Composition Plan alone cannot be regarded as sufficient evidence that the developer has fully discharged its legal responsibility while contractual obligations remain incompletely performed.

Overall, the empirical findings demonstrate that the implementation of developer liability in the Meikarta Apartment project reflects a transition from ordinary contractual performance toward court-supervised restructuring following financial distress. Although the PKPU mechanism has provided a legal framework enabling the continuation of construction and the preservation of contractual relationships, its practical implementation has not yet resulted in the complete fulfilment of consumers' rights under the PPJB. Accordingly, the effectiveness of developer liability within the pre-project selling system should be evaluated not only by the existence of restructuring arrangements but also by the extent to which those arrangements ultimately produce legal certainty, justice, and tangible protection for consumers who have fulfilled their contractual obligations.

Legal Obstacles in the Implementation of Pre-Project Selling

The findings of this study reveal that one of the primary legal obstacles in the implementation of the pre-project selling system concerns the gap between statutory requirements and actual business practices. Although Indonesian legislation permits developers to market apartment units before construction is completed, such marketing is subject to several legal prerequisites, including land ownership certainty, development permits, minimum construction progress, and legally enforceable agreements. Recent studies have emphasized that the current legal framework remains predominantly reactive because consumer protection is largely enforced only after contractual default has occurred rather than preventing project failure from the outset (Mubarrak & Saputra, 2025). This condition contributes to continuing legal uncertainty for purchasers participating in pre-project selling transactions.

The existence of statutory requirements demonstrates that Indonesian lawmakers intended to create preventive legal safeguards before apartment units are offered to the public. These safeguards include ensuring that developers possess clear legal title over the project land, obtain the necessary development permits, and achieve a minimum level of construction progress before entering into contractual relationships with prospective purchasers. In theory, compliance with these requirements is expected to reduce investment risks for consumers and strengthen confidence in the property market. Nevertheless, practical implementation often differs from legislative expectations because commercial pressures encourage developers to secure project financing as early as possible. As a result, apartment marketing activities may commence before all statutory conditions have been fully satisfied, thereby exposing consumers to greater legal and financial risks (Maria et al., 2022; Mubarrak & Saputra, 2025).

The discrepancy between legal norms and actual business practices illustrates the continuing gap between *das sollen* and *das sein* within Indonesia's property sector. Although preventive regulations have been enacted to ensure orderly project implementation, their effectiveness depends largely on administrative supervision and the willingness of developers to comply with applicable legal requirements. Weak regulatory monitoring may allow marketing activities to proceed despite incomplete licensing or inadequate project readiness, thereby undermining the preventive purpose of the existing legal framework. Consequently, consumer protection frequently becomes reactive because legal remedies are pursued only after delays or contractual defaults have already occurred (Hidayah & Nugraheni, 2025).

The empirical findings indicate that the Meikarta Apartment project encountered significant legal and administrative challenges during its implementation. Based on the analysis of documentary evidence, the project experienced licensing constraints, spatial planning adjustments, and delays in construction that affected the developer's ability to perform its contractual obligations within the agreed timeframe. Consequently, the implementation of the PPJB did not proceed according to the schedule originally promised to consumers (Commercial Court Decision No. 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst, 2020).

The documentary evidence further demonstrates that these legal and administrative challenges did not arise from a single factor but rather from a combination of regulatory, technical, and commercial circumstances that gradually affected project implementation.

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Licensing adjustments required coordination with various governmental institutions, while modifications to spatial planning policies influenced the continuity of construction activities. These circumstances ultimately delayed the completion of apartment towers and disrupted the developer's ability to comply with the timetable stipulated in the PPJB. Although the restructuring process subsequently provided an opportunity for the developer to continue the project, the prolonged delay significantly reduced legal certainty for consumers who had already fulfilled their financial obligations (Commercial Court Decision No. 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst, 2020).

Another important obstacle identified through the documentary analysis concerns the relationship between administrative compliance and contractual performance. Even where contractual agreements have been validly executed, the fulfilment of contractual obligations remains closely connected to the completion of licensing procedures and project development. Consequently, legal compliance cannot be viewed solely from the perspective of contract law because administrative requirements directly influence the feasibility of delivering apartment units according to the agreed schedule. This interdependence illustrates that consumer protection in pre-project selling transactions requires effective coordination between contractual regulation and administrative governance (Maria et al., 2022).

Another legal obstacle identified in this research concerns the imbalance of bargaining power between developers and consumers. The PPJB used in the Meikarta Apartment transaction was drafted in a standardized form by the developer, leaving consumers with little opportunity to negotiate contractual provisions before execution. Recent legal scholarship similarly concludes that the contractual structure of pre-project selling frequently places consumers in a weaker legal position because project risks are transferred predominantly to purchasers while preventive guarantees remain limited (Mubarrak & Saputra, 2025).

The use of standard-form agreements is a common practice within the property industry because it enables developers to administer transactions involving large numbers of purchasers efficiently. Nevertheless, efficiency in contractual drafting does not necessarily guarantee substantive fairness. Consumers generally possess limited legal knowledge regarding complex contractual provisions and frequently rely upon promotional information provided by developers when making purchasing decisions. Consequently, many purchasers accept contractual clauses without fully understanding the legal consequences should construction delays or project failures subsequently occur. This imbalance reinforces the unequal bargaining position that characterizes many pre-project selling transactions (Sasmitaningrum et al., 2025).

Furthermore, the unequal allocation of bargaining power influences the practical enforcement of contractual rights after disputes arise. Developers generally possess greater financial resources, legal expertise, and access to professional representation than individual consumers. Conversely, consumers often face considerable procedural costs and lengthy litigation processes when attempting to enforce their contractual rights. These practical limitations discourage many purchasers from pursuing formal legal proceedings and instead encourage them to wait for project completion despite prolonged uncertainty. Such

circumstances demonstrate that formal contractual equality does not necessarily translate into effective legal protection in practice (Gunafi & Sinaga, 2025).

The questionnaire findings further demonstrate that construction delays directly affected the fulfilment of consumers' contractual rights. Most respondents stated that they had completed their payment obligations in accordance with the PPJB but had not yet received possession of their apartment units within the agreed delivery period. Although several consumers successfully obtained refunds, the majority continued to await project completion through the restructuring programme approved under the PKPU process (Researcher's questionnaire survey of Meikarta Apartment consumers, unpublished data, Google Forms, 2026).

The questionnaire responses also indicate that the prolonged delay generated consequences extending beyond financial losses alone. Several respondents expressed uncertainty regarding the future status of their apartment ownership because the revised construction schedule remained subject to the implementation of the court-approved restructuring programme. Consumers who had planned to occupy their apartment units or utilize them as investment assets experienced significant disruptions to their personal and financial planning. These findings demonstrate that delayed project completion may adversely affect consumer confidence in the pre-project selling system as a whole, particularly where information regarding project progress remains limited (Researcher's questionnaire survey of Meikarta Apartment consumers, unpublished data, Google Forms, 2026).

Another important observation derived from the questionnaire concerns consumers' expectations regarding legal protection. Although respondents generally acknowledged the existence of the homologated Composition Plan, many remained uncertain regarding the practical implementation of the restructuring programme and the timeframe within which their contractual rights would ultimately be fulfilled. This uncertainty illustrates that judicial restructuring alone does not automatically restore consumer confidence unless accompanied by transparent communication and measurable progress in construction activities (Researcher's questionnaire survey of Meikarta Apartment consumers, unpublished data, Google Forms, 2026).

Finally, this study finds that the implementation of the homologated Composition Plan has not yet fully resolved the legal uncertainty experienced by consumers. While the restructuring mechanism provides a legal basis for continuing construction and reorganizing the developer's obligations, the gradual implementation of the plan has delayed the realization of consumers' contractual rights. As a result, legal certainty remains dependent upon the successful completion of the restructuring programme and the fulfilment of the developer's commitments (Commercial Court Decision No. 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst, 2020).

From the perspective of consumer protection law, the homologation process represents an important legal mechanism because it enables financially distressed developers to continue performing their contractual obligations under judicial supervision. Nevertheless, the existence of judicial approval does not automatically eliminate the uncertainty experienced by

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purchasers. The effectiveness of the restructuring programme ultimately depends upon the developer's ability to complete construction according to the revised schedule established in the Composition Plan. Accordingly, the realization of consumer rights remains contingent upon the successful implementation of the restructuring process rather than the homologation decision alone (Commercial Court Decision No. 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst, 2020; Maria et al., 2022).

Overall, the findings indicate that legal obstacles in the implementation of pre-project selling arise from the interaction of regulatory shortcomings, administrative challenges, contractual imbalance, and practical difficulties encountered during project execution. These interconnected factors collectively reduce the effectiveness of preventive consumer protection and demonstrate that legal certainty cannot be achieved solely through statutory regulation. Instead, effective supervision, consistent regulatory enforcement, transparent contractual practices, and good-faith compliance by developers remain essential for ensuring that the objectives of consumer protection are fully realized within Indonesia's property sector (Mubarrak & Saputra, 2025; Hidayah & Nugraheni, 2025).

Legal Remedies Available to Consumers

Consumers affected by the delayed completion of the Meikarta Apartment project have several legal remedies available under Indonesian law. Recent studies emphasize that disputes arising from pre-project selling transactions may be resolved through both litigation and non-litigation mechanisms, depending on the nature of the contractual breach and the remedies sought by consumers. These mechanisms include direct negotiation, mediation, consumer dispute resolution, civil litigation, and insolvency-related restructuring procedures, all of which aim to restore consumers' contractual rights while maintaining legal certainty for all parties involved (Martin et al., 2025).

The findings of this study indicate that the initial efforts undertaken by consumers were predominantly conducted through non-litigation mechanisms. A number of consumers sought clarification from the developer regarding the delayed completion of the project and requested either continuation of construction or reimbursement of payments that had already been made. In several instances, negotiations were facilitated through consumer communities and meetings with relevant public institutions in an attempt to obtain certainty regarding the implementation of the developer's obligations (Researcher's questionnaire survey, unpublished data, 2026)

The research further demonstrates that consumers may pursue formal dispute resolution through the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen/BPSK) or by filing a civil lawsuit based on breach of contract (*wanprestasi*) before the competent court. These legal remedies enable consumers to seek compensation, reimbursement, or specific performance where the developer has failed to fulfil the obligations stipulated in the PPJB. Recent legal scholarship similarly concludes that contractual enforcement remains one of the principal legal instruments available to consumers when developers fail to deliver apartment units within the agreed timeframe (Gunafi & Sinaga, 2025).

The findings also reveal that the Suspension of Debt Payment Obligations (PKPU) constituted the primary legal mechanism applied in resolving the Meikarta dispute. Through the homologated Composition Plan approved by the Commercial Court, the developer committed to restructuring its obligations by rescheduling construction activities and apartment handovers. Rather than terminating contractual relationships with purchasers, the restructuring process was intended to facilitate the gradual fulfilment of obligations while preserving the continuity of the development project (Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat, 2020).

Finally, the empirical findings indicate that although various legal remedies have been made available to consumers, the implementation of those remedies remains an ongoing process. While certain consumers have successfully obtained refunds, many others continue to await the completion of construction and the delivery of their apartment units in accordance with the commitments contained in the approved Composition Plan. Consequently, the realization of consumers' contractual rights remains dependent upon the effective implementation of the restructuring programme (Researcher's questionnaire survey Google Forms, 2026).

Conclusion

This study examined the implementation of developers' legal liability toward consumers in the practice of pre-project selling through the case of the Meikarta Apartment project. The findings demonstrate that the developer's legal responsibility has been implemented primarily through the restructuring mechanism established under the Suspension of Debt Payment Obligations (Penundaan Kewajiban Pembayaran Utang/PKPU) and the court-approved Composition Plan. Although these mechanisms provide a legal basis for continuing construction and restructuring contractual obligations, they have not yet fully restored consumers' contractual rights because the implementation process remains ongoing. Consequently, many consumers continue to experience uncertainty regarding the delivery of apartment units despite having fulfilled their contractual obligations under the Conditional Sale and Purchase Agreement (Perjanjian Pengikatan Jual Beli/PPJB).

The study further identifies several legal obstacles affecting the implementation of pre-project selling, including inadequate compliance with the principle of prudence prior to project marketing, unequal bargaining power between developers and consumers, prolonged construction delays, and limited legal certainty during the implementation of the restructuring programme. These obstacles demonstrate that the existing regulatory framework has not yet been fully effective in preventing consumer losses arising from delayed property development projects.

The findings also indicate that Indonesian law provides consumers with several legal remedies, including negotiation, mediation, dispute settlement through the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen/BPSK), civil litigation based on breach of contract (*wanprestasi*), and participation in PKPU proceedings. However, the effectiveness of these mechanisms ultimately depends on the developer's compliance with

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judicial decisions and the successful implementation of the approved restructuring programme. Therefore, strengthening regulatory supervision and ensuring stricter compliance with statutory requirements governing pre-project selling remain essential to improving consumer protection in Indonesia's property sector.

Despite these advantages, this study has several limitations. The empirical data were obtained from a limited number of respondents and interviews focusing exclusively on the Meikarta Apartment project. Accordingly, the findings may not fully represent the implementation of pre-project selling practices in other property developments throughout Indonesia. Furthermore, the research was conducted while the implementation of the Composition Plan was still in progress, meaning that the long-term effectiveness of the restructuring mechanism could not yet be comprehensively evaluated.

Future research is recommended to examine comparative implementations of pre-project selling in different residential development projects and to evaluate the effectiveness of recent regulatory reforms concerning consumer protection in the property sector. Comparative studies involving other jurisdictions or alternative dispute resolution mechanisms would also provide broader insights into strengthening preventive legal protection and improving the implementation of developers' legal responsibility in Indonesia.

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References

- Adriarga, N. A. B., Sudiro, A. A., & Safik, A. (2025). *Tanggung jawab pengembang apartemen dalam terjadinya wanprestasi: Studi putusan Nomor 190/Pdt.G/2021/PN.Jkt.Utr.* Binamulia Hukum, 14(1), 19–31. <https://doi.org/10.37893/jbh.v14i1.973>
- Agustina, R., Suyud Margono, S., & Barkatullah, A. H. (2022). *Consumer protection in Indonesian property transactions: Legal certainty in apartment sales.* Jurnal Hukum Ius Quia Iustum, 29(3), 520–541. <https://doi.org/10.20885/iustum.vol29.iss3.art5>
- Aulia Rachman, E. M., & Kirana, D. A. C. (2022). *Perlindungan hukum terhadap pembeli dalam praktik pre project selling di Indonesia.* Jurnal Education and Development, 11(1), 1–7. <https://doi.org/10.37081/ed.v11i1.4267>

- Azka, N. T., & Hermono, B. (2022). *Tinjauan yuridis objek pada perjanjian pendahuluan jual beli (PPJB) apartemen yang ditawarkan dengan sistem pre project selling*. NOVUM: Jurnal Hukum, 9(3), 151–160. <https://doi.org/10.2674/novum.v0i0.42128>
- Bianty, T., & Gunadi, A. (2025). *Legal force of binding sale purchase agreement under hand reviewed from the principle of pacta sunt servanda*. De Lega Lata: Jurnal Ilmu Hukum, 10(2), 151–156. <https://doi.org/10.30596/dll.v10i2.24375>
- Gunafi, A., & Sinaga, N. A. (2025). *Perlindungan konsumen dalam perjanjian jual beli condotel dengan sistem pre-project selling*. Locus: Jurnal Konsep Ilmu Hukum, 5(3), 202–208. <https://doi.org/10.56128/jkih.v5i3.546>
- Hasibuan, S. R. M., Kuswahyono, I., & Djumikasih, D. (2025). *Legal education for property consumers: Risk analysis of the pre-project selling system in the case of Developer Adhiland*. Journal of Science and Education, 6(1). <https://doi.org/10.58905/jse.v6i1.564>
- Hidayah, P. M. N., & Nugraheni, A. S. C. (2025). *Komparasi perlindungan hukum dalam kontrak pre-project selling properti Indonesia dan Singapura*. Jembatan Hukum: Kajian Ilmu Hukum, Sosial dan Administrasi Negara, 2(1), 192–205. <https://doi.org/10.62383/jembatan.v2i1.1314>
- Maria, V. I., Koeswahyono, I., Suhariningsih, S., & Amiputra, S. (2022). *Consumer's legal protection in the sale and purchase of flats in the pre-project selling system*. International Journal of Research in Business and Social Science, 11(2), 274–282. <https://doi.org/10.20525/ijrbs.v11i2.1690>
- Martin, A. Y., Nuraeny, H., & Brawijaya, A. (2025). *Legal protection for property buyers in pre-project selling schemes in Indonesia: An analysis of compliance with the Consumer Protection Act*. Jurnal Legisci, 3(1), 19–29. <https://doi.org/10.62885/legisci.v3i1.976>
- Meliana, M., Emirzon, J., & Muntaqo, F. (2022). *Perlindungan hukum developer dan konsumen rumah susun dalam perjanjian dengan sistem pre project selling di Indonesia*. Lex LATA, 3(1). <https://doi.org/10.28946/lexl.v3i1.918>
- Mubarrak, M. Z., & Saputra, G. R. (2025). *Pre-project selling of apartment developments: Reconstructing project completion guarantees as a form of consumer legal protection in condominium housing*. Istinbath: Jurnal Hukum, 22(2), 650–673. <https://doi.org/10.32332/istinbath.v22i02.art10>
- Muniefiy, N. Z. E., Santoso, B., & Ganindha, R. (2023). *Perlindungan hukum terhadap konsumen pre project selling perusahaan pengembang properti yang dinyatakan pailit*. Warkat, 3(2), 134–154. <https://doi.org/10.21776/warkat.v3n2.4>
- Nalle, V. I. W., & Sihombing, E. N. (2022). *Good faith principle in consumer contracts under Indonesian private law*. Jurnal RechtsVinding, 11(2), 227–244.
- Ningrum, R. S., & Sembiring, J. J. (2023). *Legal consequences of developers' default in apartment sale and purchase agreements*. Jurnal Yustika, 26(1), 58–74. <https://doi.org/10.24123/yustika.v26i01.6423>
- Njatrijani, R., & Budiono, H. (2024). *The implementation of legal certainty in Indonesian housing development contracts*. Hasanuddin Law Review, 10(1), 44–59. <https://doi.org/10.20956/halrev.v10i1.4752>

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- Pradana, A. P., & Wicaksono, D. A. (2023). *Legal certainty of apartment sale agreements under Indonesian consumer protection law*. *Jurnal Media Hukum*, 30(2), 234–250. <https://doi.org/10.18196/jmh.v30i2.18072>
- Rahmat, P. B., Widhiyanti, H. N., & Anggraini, E. (2022). *Akibat hukum jual beli apartemen sistem pre project selling yang tidak dibuat dalam akta notaris*. *Jurnal Suara Hukum*, 4(2), 379–407. <https://doi.org/10.26740/jsh.v4n2.p379-407>
- Rahmat, P., & Santoso, B. (2022). *Kekaburan batasan makna pemasaran dalam transaksi jual beli apartemen dengan sistem pre project selling*. *Masalah-Masalah Hukum*, 51(1), 82–94. <https://doi.org/10.14710/mmh.51.1.2022.82-94>
- Rosalind, M., & Sari, R. D. P. (2022). *Karakteristik sistem pre project selling perumahan ditinjau dari asas keseimbangan*. *Jurnal Ilmiah Dunia Hukum*, 7(1), 22–34. <https://doi.org/10.56444/jidh.v7i1.3026>
- Santoso, J. J. (2021). *Perlindungan hukum pembeli unit rumah susun berdasarkan Permen Pekerjaan Umum dan Perumahan Rakyat Nomor 11/PRT/M/2019*. *Notaire*, 4(2), 177–194. <https://doi.org/10.20473/ntr.v4i2.26123>
- Sasmitaningrum, D., Widhiyanti, H. N., & Anggraini, E. (2025). *Consumer protection analysis of the use of underhand PPJB in pre project selling of apartments*. *International Journal on Language, Research and Education Studies*, 9(2). <https://doi.org/10.47006/ijlres.v9i2.26234>
- Setyawan, C. Y., & Waluyo. (2024). *Kajian yuridis upaya hukum bagi konsumen atas pembelian unit apartemen yang tidak menjalankan prestasinya (Studi kasus PPJB PT. Mahkota Semesta Utama di Bekasi)*. *KABILAH: Journal of Social Community*, 9(2). <https://doi.org/10.35127/kabillah.v9i2.483>
- Subekti, S., & Suyanto, S. (2021). *Perlindungan hukum bagi konsumen pada jual beli rumah deret dengan sistem pre project selling berdasarkan PPJB*. *Lex Journal: Kajian Hukum dan Keadilan*, 4(1), 1–23. <https://doi.org/10.25139/lex.v4i1.3367>
- Suwardi, S. (2026). *Perlindungan hukum bagi pembeli apartemen dalam Perjanjian Pengikatan Jual Beli (PPJB) dengan pengembang properti*. *Jurnal Sains, Ekonomi, Manajemen, Akuntansi dan Hukum*, 3(1), 78–87. <https://doi.org/10.60126/sainmikum.v3i1.1464>
- Thanh Doan, H., Doan, D. T. P., & Luu, S. M. (2022). *When a backer is an expropriator: Pitfalls in the consumer protection mechanism for off-plan building sales in Vietnamese law*. *Journal of Property, Planning and Environmental Law*, 14(1), 11–24. <https://doi.org/10.1108/JPEL-01-2022-0005>
- Therik, D. F., & Gultom, E. R. (2023). *Perlindungan pembeli apartemen pre project selling (Studi kasus keterlambatan serah terima proyek Meikarta)*. *Binamulia Hukum*, 12(2), 403–416. <https://doi.org/10.37893/jbh.v12i2.392>
- Thufailah Azka, N., & Hermono, B. (2021). *Tinjauan yuridis objek pada perjanjian pendahuluan jual beli (PPJB) apartemen yang ditawarkan dengan sistem pre project selling*. *NOVUM: Jurnal Hukum*. <https://doi.org/10.2674/novum.v0i0.42128>
- UN-Habitat. (2022). *World Cities Report 2022: Envisaging the Future of Cities*. United Nations Human Settlements Programme. <https://unhabitat.org/world-cities-report-2022>

- Wibisana, A. G., & Kurniawan, M. A. (2023). *Legal protection for consumers in apartment development projects in Indonesia*. *Sriwijaya Law Review*, 7(2), 177–194. <https://doi.org/10.28946/slrev.Vol7.Iss2.2301>
- Wibowo, R. E., & Djajaputra, G. (2024). *Perlindungan hukum konsumen atas penjualan properti menggunakan sistem pre project selling*. *UNES Law Review*, 6(4). <https://doi.org/10.31933/unesrev.v6i4.1998>
- Wijaya, L. R. M., Dajaan, S. S., & Suwandono, A. (2018). Perlindungan konsumen dalam pre project selling apartemen melalui iklan dalam perspektif perbandingan di Indonesia dan Tiongkok. *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan*, 1(2), 204–221. <https://doi.org/10.24198/acta.v1i2.116>
- Yulianti, Y., & Widjaja, G. (2021). *Consumer rights in housing development agreements under Indonesian law*. *Jurnal Hukum & Pembangunan*, 51(4), 840–860. <https://doi.org/10.21143/jhp.vol51.no4.3276>