

Consumer Legal Protection against the Clause on the Transfer of Responsibility of Cleaning Service Business Actors (Study of Decision Number 3817 K/Pdt/2025)

Felice Cassidy¹, Melisa Chua², Silvia³, Rolib Sitorus⁴, Joy Zaman Felix Saragih⁵

¹⁻⁵ Law Department, Universitas Pelita Harapan

Article Info	ABSTRACT
Article history: Received Sep, 2026 Revised Sep, 2026 Accepted Sep, 2026 Keywords: Cleaning Service Consumer Consumer Protection Legal Liability Standard Clause	This study aims to analyze the legal liability of cleaning service providers for consumer losses resulting from the negligence of field workers and to examine the legal status of standard clauses limit or transfer business actors' liability for damage to consumers' property under Law Number 8 of 1999 concerning Consumer Protection through a study of Supreme Court Decision Number 3817 K/Pdt/2025. This research employed normative legal research using statutory, conceptual, and case approaches. The findings indicate cleaning service providers are liable for consumer losses pursuant to Articles 1365 and 1367 of the Indonesian Civil Code. Furthermore, standard clauses that transfer or limit the liability of business actors constitute exoneration clauses that violate Article 18 paragraph (1) letter a of Consumer Protection Law, rendering them null and void and legally unenforceable. Supreme Court Decision Number 3817 K/Pdt/2025 correctly applied these provisions by affirming the business actor's obligation to compensate consumers, thereby ensuring legal protection and legal certainty for consumers.

This is an open access article under the [CC BY-SA](#) license.



Corresponding Author:

Name: Rolib Sitorus
Institution: Law Departement, Universitas Pelita Harapan
Email: rolib.sitorus@uph.edu

1. INTRODUCTION

As the service business sector continues to expand in the modern era, consumer-business relationships have become increasingly complex in their legal dimensions. The use of cleaning services by the community is increasing because it is considered to provide time efficiency and more professional work results. The context of providing this service is essentially in line with mandate of Article 27 paragraph (2) of 1945 Constitution concerning citizens' rights to a decent livelihood. In order to realize this

welfare, the fulfillment of people's needs for goods and services must be supported by adequate quantities, quality, and economical prices. However, in reality, the legal bond between consumers and business actors does not always apply as agreed. Problems often arise when the implementation of services actually causes losses for consumers, such as damage to goods or property owned by consumers due to the negligence of field workers which is legally responsibility of business actors as employers [1]–[3].

Within the framework of consumer-business relations, Law Number 8 of 1999

concerning Consumer Protection (UUPK) establishes a more specific legal basis for protecting consumers from adverse consequences arising from use of goods or services.¹ The regulation guarantees legal certainty by recognizing consumers' rights to safety, comfort, and appropriate remedies, including compensation for losses incurred. Prior to existence of this specific regulatory framework, civil claims arising from financial losses could be grounded in Article 1365 of the Civil Code, provided that elements of PMH were satisfied. Article 1367 of Civil Code further provides a basis for imposing liability for losses attributable to another person acting under an individual's supervision, consistent with doctrine of absolute liability [4], [5].²

A recurring feature of consumer-business legal relationships is unilateral formulation of standard clauses by producers in establishing terms applicable to consumers. One form that is often used is the *exoneration clause*, where the clause is designed to reduce or delegate the accountability of business actors when there is a detrimental impact on consumers.³ The practice of including this unilateral exoneration clause is expressly prohibited by provisions of Article 18 of UUPK in order to maintain the principle of contractual balance.⁴ However, the use of this kind of clause is still often found in the practice of business activities, especially in service sector involving field workers [4], [6].

The inclusion of standard clauses in a contract is not, in principle, absolutely prohibited by law. The freedom of business actors to determine standard contractual terms remains subject to statutory limitations, particularly where such clauses contain

provisions that transfer, reduce, or limit the liability of business actors toward consumers. An imbalance in the parties' contractual standing can arise from provisions release business actors from liability or place such liability on another party. Such clauses may also weaken the protection of consumer rights and place consumers in a more vulnerable position. Consumer protection and contractual equilibrium should serve as fundamental considerations when business actors formulate and incorporate standard clauses, alongside requirements of fairness and good faith [4], [7].⁵

On the other hand, research on the responsibility of business actors based on Article 1365 and Article 1367 of Civil Code has developed, especially related to elements of unlawful acts and accountability for wrongs committed by parties under their subordination or supervision. These studies generally focus on the normative aspects of the elements of fault, loss, causality, and the manifestation of civil liability that arise as a juridical consequence of the occurrence of an unlawful act. However, previous studies are still partial because they place more standard clauses and civil liability as stand-alone issues. Until now, legal studies that integrate the accountability of cleaning service business actors due to the negligence of field workers with the validity of the exoneration clause are still very limited. In particular, research that links the two issues in a single unit of comparative analysis or study of court decisions as concrete legal material has not been widely done [8], [9].

Based on the gap in the study, this study aims to analyze two legal issues

¹ Krismat Hutagalung, et al., "Perlindungan Hukum Konsumen terhadap Perjanjian Baku yang Merugikan Konsumen," *Mizan: Jurnal Ilmu Hukum*, Vol. 10, No. 2, (2021): hal. 207.

² Krismat Hutagalung, et al., "Perlindungan Hukum Konsumen terhadap Perjanjian Baku yang Merugikan Konsumen," *Mizan: Jurnal Ilmu Hukum*, Vol. 10, No. 2, (2021): hal. 207.

³ Raofan Devara D and Farhan Asyhad, "Juridical Review of the Exoneration Clause in Notary Legal Products Reviewed from Law Number 2 of 2014 concerning Amendments to Law

Number 30 of 2004 concerning the Notary Position (Case Study of the Notary Office of Susanti, SH)," *Journal of Law, Humanities and Politics*, Vol. 3, No. 4, (2023): p. 2450.

⁴ Yessy Kusumadewi and Grace Sharon, *Consumer Protection Law*, Cet. I (Medan: Fatimah Azzahrah Institute, 2022), p. 100.

⁵ Krismat Hutagalung, et al., "Perlindungan Hukum Konsumen terhadap Perjanjian Baku yang Merugikan Konsumen," *Mizan: Jurnal Ilmu Hukum*, Vol. 10, No. 2, (2021): hal. 207.

simultaneously. First, this study will dissect the vicarious liability *scheme of the* cleaning service company to the impact of losses suffered by consumers due to negligence factor of field workers based on Article 1365 and Article 1367 of Civil Code. Furthermore, it will also be analyzed regarding the position of standard clause for transfer of responsibility of business actors according to the UUPK. These two issues are studied through Decision Number 3817 K/Pdt/2025 as primary legal material. The novelty of this study is in the analysis of the relationship in accountability of business actors for actions of field workers with the use of a transfer of responsibility clause in a concrete cleaning service dispute. This is an approach that has not been widely done in previous research.

2. METHODS

This research uses a normative legal research method, which is research that examines law as a norm through the study of laws and regulations, doctrines, and court decisions. The legal issues examined approached through statutory and case analysis. Relevant legislation is reviewed as normative foundation, with particular attention given to Articles 1365 and 1367 of Civil Code and Law Number 8 of 1999 concerning Consumer Protection. The normative assessment is then complemented by examining Supreme Court Decision Number 3817 K/Pdt/2025, enabling the study to identify manner in which legal rules operate in an actual dispute involving consumers and business actor

This study draws upon primary legal materials comprising the Civil Code and Law Number 8 of 1999 concerning Consumer Protection. In addition to these statutory sources, case approach is undertaken by examining Supreme Court Decision Number 3817 K/Pdt/2025, which serves as the principal object of analysis. In addition, this journal uses secondary legal materials which include various books, scientific journals, and other literature that discuss consumer protection, unlawful acts, and the responsibility of business actors. A qualitative descriptive-

analytical framework is employed to interpret legal materials obtained through library research. Rather than merely presenting contents of decision, the analysis places its legal facts within context of governing rules and uses this assessment to establish how business actors should be held liable for consumer losses.

3. RESULTS AND DISCUSSION

3.1 Position Case

3.1.1 The Parties

The Plaintiff is a consumer who uses general cleaning services provided by PT Cakrawala Servis Resolusindo (CSR) to clean his new house. After the work was completed, the Plaintiff found that almost all of the house glass had scratches that allegedly occurred due to the negligence of cleaning service workers. Defendant I is PT Cakrawala Servis Resolusindo (CSR) as a cleaning service provider business actor who receives *general cleaning* work from the Plaintiff. Defendant II is the party who is also held accountable with Defendant I based on his legal relationship in the implementation of the service.

3.1.2 Gugatan (Petitum)

The Plaintiff filed an Unlawful Acts (PMH) lawsuit against the Defendants on the grounds that the damage to almost all of the house glass occurred due to the negligence of general cleaning workers who worked under the supervision of PT Cakrawala Servis Resolusindo (CSR). According to the Plaintiff, the action had fulfilled the elements of PMH as stipulated in Article 1365 of Civil Code. In addition, based on Article 1367 of the Civil Code, the company as provider of work is also responsible for the losses incurred by its workers as long as it is carried out to carry out their duties. The Plaintiff also argues that "the standard clause that contains restrictions and transfer of responsibility is contrary to the provisions of Article 18 of Law Number 8 of 1999 concerning Consumer Protection". Therefore, the clause cannot be used as an excuse to avoid legal responsibility of business actors.

On the basis of these reasons, the Plaintiff pleads with Panel of Judges to grant the lawsuit in its entirety, declaring that Defendants have committed an Unlawful Act, declaring the transfer of responsibility clause listed by the Defendant null and void, and punishing the Parties as legally invalid, and requiring the Defendants jointly (joint liability) to meet the payment of damages to the Plaintiff. In addition, Plaintiff also requests Defendants be sentenced to pay the costs of the case based on the applicable regulations.

3.1.3 Defendant's Answer

1) Exceptions

The Defendants filed an exception by requesting that the Plaintiff's lawsuit be declared inadmissible because, according to the Defendants, the lawsuit contained a formal defect as postulated in the trial. In its exception, the Defendants requested that the lawsuit filed by the Plaintiff be declared *Niet Ontvankelijke Verklaard* (N.O.) or inadmissible.

According to the Defendants, the lawsuit contains a formal defect because it does not meet requirements for a clear and complete lawsuit (*obscuur libel*) and there is an error in the determination of the sued party (*error in persona*). In addition, the Defendants argue that the dispute is more appropriate to be resolved based on the contractual relationship that has been agreed upon by the parties, not through an Unlawful Acts lawsuit. Based on these reasons, the Defendants request that Panel of Judges accept the proposed exception and declare the Plaintiff's lawsuit inadmissible.

2) Principal Answer

In the subject matter, the Defendants denied having committed an Unlawful Act as postulated by the Plaintiff. According to the Defendants, the damage that occurred was not entirely due to negligence of the company's employees and there were still other factors that needed to be considered. In addition, the legal correlation Plaintiff and Defendant has been regulated in the service agreement which contains a clause limiting

the liability of business actors. The Defendants also said that they had previously offered a peaceful settlement in the form of reimbursement of general cleaning services and glass polishing as a form of good faith. Thus, the Defendants argued Plaintiff's lawsuit should be rejected in its entirety.

3) Reconvention Lawsuit

In addition to filing an exception and an answer in the subject matter, the Defendants also filed a reconvention lawsuit against the Plaintiff. The reconvention lawsuit was essentially filed as a form of protection for the legal interests of the Defendants who felt aggrieved by the Plaintiff's lawsuit. In their reconvention, the Defendants requested that the Plaintiff's lawsuit be dismissed and requested that the Plaintiff be punished for fulfilling the demands as proposed in the reconvention. However, after considering all the evidence and facts of the trial, Panel of Judges was of opinion that postulates of the reconvention did not have a sufficient legal basis so that the reconvention lawsuit was declared rejected.

3.1.4 District Court Decisions

1) Judge's Consideration

The Panel of Judges considered that based on evidence of the letter, from the results of the examination of evidence, witness statements, and facts revealed in the trial, it can be concluded that the damage to the glass of the Plaintiff's house occurred after the implementation of general cleaning work by the workers of PT Cakrawala Servis Resolusindo (CSR). The negligence of the worker met the elements of Unlawful Acts as stipulated in Article 1365 of Civil Code. In addition, based on Article 1367 of Civil Code, the company as an employer is also responsible for losses incurred by its workers because the act was carried out in the execution of work. The Panel of Judges also considered that "the transfer of responsibility clause listed by the Defendant is not in line with Article 18 of Law Number 8 of 1999 concerning Consumer Protection so it does not have legal force."

2) Judgment

Based on these legal considerations, the Panel of Judges granted the Plaintiff's lawsuit in part by stating that the Defendants had committed an Unlawful Act. The Panel also stated transfer of responsibility clause made by the Defendant did not have binding legal force and required Defendants jointly and severally to provide compensation to Plaintiff, amounting to Rp103,851,000.00 and immaterial damages of Rp100,000,000.00 to the Plaintiff. In addition, the Plaintiff's demands other than those that had been granted were not accepted by the Panel of Judges, as well as the reconvention lawsuit filed by the Defendant.

3.1.5 Cassation Rate

1) Cassation Applicant

The appeal was filed by the Defendants because they did not accept the District Court's decision stating that they had committed an act contrary to the Law and sentenced them to bear damages to the Plaintiff. According to the Defendant, the decision did not reflect proper application of law for the truth revealed at the trial. The Defendant hopes Supreme Court will reject the District Court's decision and give a verdict that is more in accordance with the evidence and evidence they submitted during the trial.

2) Grounds of Cassation

In the appeal memorandum, the Defendants are of the opinion that *Judex Facti* has erred in implementing the law, especially regarding the liability of business actors for actions of workers and assessment of limitation of liability clauses contained in the agreement. The Defendants also consider that Panel of Judges did not consider good faith of company that had offered a settlement before the case was submitted to the court. Therefore, the Defendants requested that the Supreme Court annul the decision of *Judex Facti* because it was considered to have erred in applying the provisions of the law to the *quo case*.

3) Considerations of the Supreme Court

The Supreme Court held that the grounds of appeal filed by the Defendants could not be justified because *Judex Facti* was correct in assessing the facts and applying the law. The Supreme Court stated that "the losses suffered by the Plaintiff are proven to be the result of the negligence of workers who acted within the scope of their work, so that PT Cakrawala Servis Resolusindo remains liable based on Article 1367 of the Civil Code. In addition, the transfer of responsibility clause used by business actors is contrary to Article 18 of the Consumer Protection Law so it does not have binding legal force."d. Amar Cassation Decision.

The Supreme Court rejected the appeal filed by the Defendants and upheld the District Court's Decision. Thus, the Defendants are still required to comply with the previous judgment, including paying material damages of Rp103,851,000.00 and immaterial damages of Rp100,000,000.00 to the Plaintiffs as well as carrying out all legal obligations as decided by the District Court. With the rejection of the cassation application, the District Court's decision has permanent legal force and must be implemented by the Defendants in accordance with the ruling.

3.2 Legal Responsibility of Cleaning Service Providers for Consumer Losses

3.2.1 The Concept of Business Actor Responsibility in Civil Law and Consumer Protection

According to the Great Dictionary of the Indonesian Language (KBBI), responsibility is interpreted as "a state of obligation to bear everything (if anything happens, it can be sued, blamed, litigated, and so on)." Juridically, legal responsibility is the obligation for legal subjects to bear all legal consequences arising from legal acts or acts made. So, responsibility is not only measured through obedience to norms, but also through readiness to bear legal implications when an action proves to be detrimental to others. These consequences can be in the form of

sanctions or the obligation to compensate for losses caused by an action.

In civil law, legal liability generally comes from two main bases, namely default and Unlawful Acts (PMH). Injury to a promise or default is born from the debtor's failure to fulfill his obligations, either in the form of neglect of contract clauses or violations of prohibitions that have been agreed upon by the parties. Meanwhile, based on the provisions of Article 1365 of the Civil Code (KUHP_{Perdata}), PMH is defined as "every act that violates the law and brings harm to another person, obliging the person who caused the loss because of his fault to compensate for the loss." The characteristic distinction between the two forms of liability has a direct juridical impact on the mechanism of imposing proof at trial as well as the limitation of the scope of rights claims that can be submitted by the aggrieved party [9], [10].

The first fundamental difference lies in the burden of proof and the form of the claim for restoration of rights in court. In a PMH lawsuit, the burden of proof is entirely on the plaintiff to prove all elements of the defendant's fault. On the other hand, in a tort lawsuit, the plaintiff is sufficient to prove the existence of an injury to the promise, while the burden of proof to refute the evidence shifts to the defendant. In addition, a claim for restoration to its original state (*restitutio in integrum*) can only be filed in the realm of a PMH lawsuit, while this form of recovery claim cannot be accommodated in a lawsuit based on default [11]–[13].⁶

The next difference relates to the pattern of liability when there are several debtors or defendants involved. If a lawsuit is filed on the basis of PMH, each debtor can be held liable for the entire value of compensation, although juridically this concept is not necessarily identical to joint

liability. Meanwhile, in a default lawsuit, a claim for full liability to each debtor can only be filed if the joint liability clause is expressly agreed upon in the contract or the object of the performance is *indivisible*.⁷

The legal relationship between business actors and consumers places the aspect of liability of business actors in Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 19 paragraph (1) of the UUPK stipulates that "business actors are responsible for providing compensation for damage, pollution, and/or loss to consumers due to consuming goods and/or services produced or traded."⁸ Furthermore, Article 19 paragraph (2) of the UUPK stipulates that "compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of applicable laws and regulations."⁹ This provision shows that business actors are not only obliged to provide services or goods that meet standards, but are also obliged to be responsible for losses from the implementation of their business activities [5], [14].

Furthermore, the provisions of Article 1367 of the Civil Code (KUHP_{Civil}) accommodate the doctrine of qualitative liability, a concept in the legal realm known as *vicarious liability*. This principle regulates a person's liability for losses caused by the actions of others under his supervision. Historically, this concept has its roots in the *common law legal system* through the doctrine of *respondeat superior*, which maps the legal relationship between superiors and subordinates, or between givers and assignees. The doctrine is based on the principle that when a person commits a legal

⁶ Fitri Novia Heriani, "This is the Difference Between Default and Unlawful Acts," *Hukumonline*, October 10, 2022, <https://www.hukumonline.com/berita/a/ini-perbedaan-wanprestasi-dan-perbuatan-melawan-hukum-lt6343ed4d1d955/>, accessed July 5, 2026.

⁷ *Ibid.*, p. 2.

⁸ Anak Agung Sagung Ngurah Indradewi, *Consumer Protection Law*, (Denpasar: Udayana University Press, 2020), p. 97.

⁹ Esther Masri, et al., *Consumer Protection Law Textbook*, (Surabaya: CV Jakad Media Publishing, 2023), p. 117.

act through the intermediary of another person, the act is juridically considered as a representation of his own actions [10], [15].¹⁰

3.2.3 Analysis of Elements of Unlawful Acts on Consumer Losses in Decision Number 3817 K/Pdt/2025

Article 1365 of the Civil Code stipulates Unlawful Acts (PMH) as one of the main legal bases for demanding civil liability for losses incurred. This provision underlines the existence of a causal relationship where every unlawful act that has implications for the loss of another party, requires the legal subject who committed the wrong to assume responsibility in the form of compensation. In its development, PMH is no longer only interpreted as an act that violates laws and regulations, but also includes actions that injure the rights of others, not in line with the legal obligations inherent in the perpetrator, morality, and the principles of prudence and propriety in people's lives. Consequently, in order to prove the fulfillment of the qualification of Unlawful Acts (PMH), it is absolutely necessary to conduct a comprehensive test of all material elements contained in Article 1365 of the Civil Code.

Based on the legal facts in the decision number 3817 K/Pdt/2025, the first element in the form of an act has been fulfilled. The act is in the form of the implementation of general cleaning work carried out by PT Cakrawala Servis Resolusindo (CSR) workers on the Plaintiff's new house. Before the work is carried out, the business actor has conducted a location survey to check the condition of the object to be cleaned, the type of work to be done, the time of work, and other technical needs. With the survey process, the business actor basically knows the condition of the work object and accepts the implementation of the service as part of its business activities.

The next element, namely the existence of unlawful nature, can also be analyzed from the implementation of work carried out by field workers. As a professional

cleaning service provider, business actors have an obligation to carry out their work by paying attention to proper standards of prudence and professionalism. However, in *a quo* case, the glass cleaning work is actually carried out carelessly, resulting in scratches on the glass of the Plaintiff's new house. The Supreme Court in its consideration emphasized that the actions of workers who were carried out carelessly and resulted in damage were included in the criteria as unlawful acts that harm consumers [16], [17].

In addition to the unlawful elements, PMH also requires the existence of an element of error or negligence. The element of error in this case does not have to be interpreted as intentionality, but it is enough to be proven by the existence of actions that are not carried out with the proper level of care. Based on the testimony of witnesses in the trial, there was an admission from PT CSR that the work was carried out not in accordance with the applicable operational standards. In addition, it was also revealed that the scratches on the glass were suspected to have come from the tools used during the cleaning process. This condition shows that there is a lack of carelessness on the part of field workers in carrying out the work for which they are responsible.

The elements of loss and causality in this case can also be considered to have been met. Based on the facts of the trial, before the general cleaning was carried out, the glass of the Plaintiff's house was in good condition, had been installed by another vendor, and had gone through the handover process without any defects or damage found. However, after the implementation of cleaning by the PT CSR team from February 27 to March 1, 2024, almost all of the glass of the Plaintiff's house experienced scratches of varying severity and could be clearly seen without aids. Thus, there is a real interdependence relationship between the actions of the *cleaning service workers* and the losses suffered by the Plaintiff, because the

¹⁰ Sekar Ayu Dita and Atik Winanti, "Analysis of the Principle of Vicarious Liability in Substitute Liability for Unlawful Acts of Bank

Employees," *USM Law Review Journal*, Vol. 6, No. 2, (2023): p. 527.

damage was only discovered after the cleaning process was carried out.

The fulfillment of all elements of PMH ultimately gave birth to legal implications in the form of an obligation to provide accountability to the aggrieved party. In this case, PT CSR had offered two alternative solutions, namely providing compensation in the amount of the contract value or polishing the scratched glass. However, the polishing option was rejected by the Plaintiff because based on PT CSR's own explanation, the process had the potential to cause the glass to become dull and corrugated. The consideration then showed that the settlement offered had not completely restored the consumer's condition as before. Therefore, the Panel of Judges ultimately sentenced Defendant I and Defendant II to bear the burden of providing material damages in the amount of Rp103,851,000.00 along with immaterial damages of Rp100,000,000.00 against the Plaintiff as a form of liability for losses arising from the implementation of the cleaning services.

3.3.3 Liability of Service Providers for Negligence of Field Workers in Decision Number 3817 K/Pdt/2025

Business actors' liability for consumer losses is not only oriented towards finding the guilty party, but functions as a juridical guarantee for the restoration of consumer rights. In the context of the bond between consumers and cleaning service providers, this protection is important considering that consumers generally trust business actors to carry out their work professionally and in accordance with prudential standards. The Consumer Protection Law (UUPK) adopts the principle of balance, which emphasizes the alignment of the interests of business owners and consumers in order to create a fair legal relationship.

In addition to being based on the principle of balance, the liability of business actors is also in accordance with *the compensation principle* according to Article 1246 of the Civil Code which emphasizes that "the purpose of civil liability is to recover losses experienced by the aggrieved party."¹¹ Therefore, the determination of business actors' responsibilities does not only focus on material actors, but is also obliged to consider legal relationships, scope of work, and the relationship of actions to related business activities. However, in reality, consumers often still face structural and technical obstacles that make it difficult for them to obtain proper recovery or compensation.¹²

In Decision Number 3817 K/Pdt/2025, the legal bond between field workers and service providers is an important aspect in determining the legal subject who is obliged to be responsible for the losses felt by consumers. Workers who carry out *general cleaning* do not act on personal initiative, but carry out the work ordered within the scope of PT Cakrawala Servis Resolusindo (CSR) business activities. The implementation of the work is also carried out after a service agreement between the consumer and the business actor, so that juridically actions of workers are an integral part of the implementation of the company's obligations to its consumers. Thus, losses incurred in the implementation of work cannot be seen as independent individual actions.

The position of the worker in this case also shows that there is a relationship of supervision and subordination which is an important element in the implementation of Article 1367 of the Civil Code. Before work is carried out, the business actor first conducts a location survey to find out the condition of the object to be cleaned and the needs of the work implementation. This action shows that the company has control over the work process to be carried out, starting from the planning

¹¹ Sufriana et al., *Civil Law: Principles and Its Development*, Cet. 1 (Jakarta: PT Sonpedia Publishing Indonesia, 2024), p. 154.

¹² Elisabeth Nurhaini Butarbutar and Renny Hardina Sitorus, "The Use of John Rawls's

Theory of Justice in Digital Commerce Related to Consumer Protection," *Journal of Law, Humanities and Politics*, Vol. 3, No. 2, (2026): p. 167.

stage to the execution process in the field. Therefore, *cleaning service* workers cannot be positioned as parties who work independently without being related to business actors, because all actions carried out are still within the scope of the company's responsibility.

Based on facts of the case, the occurrence of scratches on the glass of the Plaintiff's house occurred when the worker was carrying out duties that were part of the services provided by the company. In such conditions, the imposition of full responsibility on the field worker personally becomes legally inappropriate. This is because the worker only performs duties that are part of implementation of company's business activities. If the responsibility is imposed only on the worker, it has the potential to ignore the principle of consumer protection because the consumer basically has a legal relationship with the business actor, not with the individual worker. Therefore, the main legal relationship in this case remains between the consumer as the party who uses or uses the service and the company as the service provider.

Furthermore, the form of accountability provided by business actors in this case also needs to be analyzed from perspective of consumer protection. Based on facts of the trial, PT CSR had offered an alternative settlement in the form of a return of the value of the work contract or polishing of scratched glass. Although at first glance this step shows the intention to resolve the dispute, the form of settlement needs to be assessed further in terms of the effectiveness of recovering losses experienced by consumers. The return of the contract value basically only returns the service fees that have been paid, while the losses felt by consumers are not only limited to the cost of using the service, but also include damage to home property whose value is much greater.

In addition, the alternative polishing offered also raises problems. Based on the information in the trial, the polishing process

has the potential to cause the glass to become dull or wavy so that it does not fully restore condition of object to its original state. From the perspective of consumer protection, the settlement has not fully met the principle of full *compensation*. Therefore, the consideration of the Panel of Judges who continue to impose responsibility on Defendant I and Defendant II responsibly is seen as in line with Article 1367 of Civil Code and the purpose of UUPK to provide effective protection to consumers. This consideration indicates that business actors are absolutely responsible and cannot exclude themselves from responsibility just by postulating that losses occurred due to the actions of field workers, because the workers carried out their duties in the context of carrying out company's business activities.

3.4 The Position of Standard Clauses Limiting Business Actors' Liability for Damage to Consumer Property According to the Consumer Protection Law

3.4.1 Setting Standard Clauses Limiting the Liability of Business Actors Under the Consumer Protection Law

The UUPK through Article 1 number 10 explains that a standard clause is "any rules or provisions and conditions that have been prepared and determined in advance unilaterally by business actors that are outlined in a document and/or agreement that is binding and must be fulfilled by consumers." Given its nature, standard clauses are usually stipulated without involving consumers in their preparation. This has the potential to cause an imbalance in the established legal relationship [18], [19].

In general, the use of standard clauses is considered more effective and efficient in carrying out business activities.¹³ The use of standard clauses allows the transaction process to take place faster, more uniformly, and reduces the need to negotiate the content of the agreement with each consumer. However, the unilateral preparation of standard clauses has the potential to cause an

¹³ Zulham, *Consumer Protection Law*, (Jakarta: Kencana, 2017), p. 66

imbalance in position of parties. Therefore, UUPK limits inclusion of standard clauses so that they do not contain provisions that have the potential for consumer losses, especially clauses that reduce the burden of liability that should be their obligations.

Standard clauses have the characteristics of being drafted by a stronger party.¹⁴ In consumer protection, business actors determine content of standard clause themselves without involving consumers in the drafting process. This clause is generally made in writing and used repeatedly in every transaction. According to Shidarta, standard clauses bind consumers based on the principle of *take it or leave it* which results in consumers simply having option to accept or reject content of agreement as a whole without negotiation. This condition explains that the consumer's position is weaker [20], [21].¹⁵

The principle of freedom of contract in Article 1338 paragraph (1) of Civil Code is the basis for bond between business actors and consumers. This principle gives flexibility to the parties in agreeing on the substance and terms of agreement by paying attention to the applicable provisions. The principle also provides the possibility for the parties to include an exoneration clause.¹⁶ Although the parties have the freedom to make agreements, the application of this principle in consumer legal relations cannot be carried out indefinitely because it must maintain a balance of rights and obligations of parties.¹⁷

Therefore, UUPK limits clauses that can reduce consumer rights [20], [22].

As an effort to protect consumers, the UUPK stipulates through Article 18 various restrictions on the use of standard clauses are unilaterally designed and included by business actors in a contractual relationship. In principle, these provisions allow standard agreements, but prohibit the inclusion of provisions that violate consumer rights. Article 18 paragraph (1) letter a of UUPK states "Business actors in offering goods and/or services intended for trade are prohibited from making or including standard clauses in every document and/or agreement if they state the transfer of responsibility of business actors." These provisions have direct relevance to this research, serve to protect consumers from the abuse of standard clauses and maintain proportionality of rights and obligations between parties [18], [23].¹⁸

A clause that provides an exemption from the business actor's liability for losses incurred is known as an exoneration clause. Through this clause, one of the parties is no longer burdened with liability for losses or risks that are essentially his or her obligations.¹⁹ Exoneration clauses are generally useful for reducing or removing the liability of business actors. Although it is possible in principle in an agreement, the clause should not be used if it is contrary to the provisions of the law or results in a reduction in consumer rights.²⁰

¹⁴ Salim HS, "Contract Law: Theory and Techniques of Contract Drafting," Cet. 14 (Jakarta: Sinar Grafika, 2019), p. 107.

¹⁵ Agustin Leni Magdalen Rohi Riwu, *Consumer Protection Law*, (Siak: Metro Press Indonesia, 2026), p. 85

¹⁶ Mega Indah Fiani, "Analysis of the Inclusion of Exoneration Clauses Reviewed from the Principle of Freedom of Contract in Indonesia", *Rewang Rencang : Lex Generalis Law Journal*. Vol.5. No.4 (2024), p. 1.

¹⁷ Hulman Panjaitan, "Consumer Protection Law: Repositioning and Strengthening the Institution of the Consumer Dispute Resolution Agency in Providing Protection and Ensuring Balance with Business Actors," (Jakarta: Jala Permata Aksara, 2021), p. 88.

¹⁸ Erizka Permatasari, "Prohibitions Related to Standard Agreements According to the Consumer Protection Law". <https://www.hukumonline.com/klinik/a/larangan-terkait-perjanjian-baku-menurut-uu-perlindungan-konsumen-lt605e3b2a6d4c2/>, accessed July 5, 2026, p. 1.

¹⁹ Fajar Nugroho Handayani, *The Use of Standard Clauses Prohibited According to the Consumer Protection Law*, (Ponorogo: Uwais Inspirasi Indonesia, 2020), p. 3.

²⁰ Chatherine Colose and Abdul Salam, "Comparative Juridical Analysis of the Arrangement of Exoneration Clauses in Indonesia and the United Kingdom in the Context of Civil Law", *Lex Patrimonium*, Vol. 4, No. 2, (2025), p. 2.

Non-compliance with Article 18 of the Civil Code affects enforceability of standard clause but does not automatically invalidate entire agreement. Article 18 paragraph (3) establishes offending standard clause has no binding legal effect, whereas agreement itself may continue to operate when requirements of validity under Article 1320 of Civil Code have been fulfilled. This clause does not have binding legal force so that consumers can still claim rights and compensation for losses incurred, while business actors remain responsible and cannot use the clause as a basis to avoid or limit their legal responsibilities.

3.4.2 Analysis of the Position of the Transfer of Responsibility Clause in Decision Number 3817 K/Pdt/2025

The regulation regarding standard clause in UUPK is the basis for analyzing the position of the transfer of responsibility clause in Decision Number 3817 K/Pdt/2025. In the decision, business actors base their liability limitations on standard clauses that are determined unilaterally. On this basis, the analysis in this section is focused on the conformity of the clause with provisions of Article 18 of the UUPK. Based on the legal facts revealed in the trial, business actors contain standard provisions that regulate limitation or transfer of business actors' liability for losses incurred in the implementation of cleaning services.

The clause fulfills the characteristics of the exoneration clause because it aims to limit and release responsibility of business actors from what should be their legal responsibilities. As a form of limitation of responsibility, the applicability of the clause refers to provisions of Article 18 of the UUPK. This is also reflected in the judge's consideration which states that business actors set standard clauses without involving consumers. Therefore, the clause fulfills the main element of the exoneration clause, namely the existence of restrictions or transfer of responsibilities that should still be borne by business actors.

When analyzed with Article 18 paragraph (1) of the UUPK, the clause fulfills

the elements as a prohibited clause. First, the entire content of the clause is determined by business actor without giving the consumer the opportunity to negotiate the provisions. Second, the content of the clause regulates the limitation or transfer of the responsibility of business actor for losses suffered by consumer. Third, the existence of clause is more beneficial to the business actor because it reduces the risk of legal liability, while at the same time limiting the consumer's right to obtain compensation. On that basis, the clause is not in line with Article 18 paragraph (1) letter a of UUPK. In line with this, the District Court, whose decision was later upheld at cassation level, also considered that business actors applied standard clauses that were formulated unilaterally to limit or transfer their legal liability to consumers.

The consequence of contradiction of clause with Article 18 of the Civil Code is that the clause loses its binding legal force. In this decision, the court expressly stated that the rules made by business actors that contain the standard clause are null and void because they are contrary to Article 18 of the UUPK juncto Article 1365 of the Civil Code. However, the cancellation of clause does not remove legal correlation between the parties. Business actors are still obliged to compensate for losses suffered by consumers, as in the judgment that imposes an obligation on the defendants to compensate for material and immaterial losses suffered by plaintiffs.

In Decision Number 3817 K/Pdt/2025, the judge considered that the clause on transfer of responsibility included by business actors was contrary to Article 18 of the UUPK so that it was declared null and void. The assessment needs to be analyzed to see if its application has reflected principle of consumer protection and principle of balance in treaty law. According to this analysis, the application of Article 18 paragraph (1) letter a of UUPK by judge was appropriate because the clause used by business actors substantially aimed at transferring or limiting responsibility for losses suffered by consumers. Such a clause is a form of exoneration clause that is prohibited in UUPK

so that the judge's conclusion is in accordance with construction of consumer protection law.

In addition to applying provisions of Article 18 of UUPK, the judge has also reflected the application of the principle of balance in correlation between business actors and consumers. Even though they have been bound by the agreement, the principle of freedom of contract is not correct if there is the use of an exoneration clause. Therefore, the decision has realized a balanced legal correlation between business actors and consumers. as the purpose of UUPK. In addition, the declaration of nullity and law against the clause further strengthens legal protection for consumers, because business actors can no longer use the clause to avoid their obligations in providing compensation. Therefore, the application of Article 18 of the UUPK in this decision in addition to creating legal certainty, also strengthens the protection of consumer rights.

Thus, Decision Number 3817 K/Pdt/2025 has appropriately applied provisions of Article 18 of UUPK because it not only affirms the nullity of the transfer of responsibility clause, but also ensures business actors are legally responsible for consumer losses. This decision also affirms the function of the UUPK as an instrument that protects consumer rights from use of standard clauses are contrary to provisions of laws and regulations.

4. CONCLUSION

Legally, cleaning service providers remain responsible for losses suffered by consumers due to negligence of field workers based on Article 1365 and Article 1367 of Civil Code. In Decision Number 3817 K/Pdt/2025, the panel of judges has applied both provisions appropriately by emphasizing that losses arising from workers' negligence remain the legal responsibility of business actors as employers. Therefore, business actors cannot avoid their obligation to recover losses to consumers and cannot release their responsibilities on the grounds that the losses were caused by field workers.

According to Article 18 paragraph (1) letter a of UUPK "A standard clause that limits or transfers the responsibility of business actors for damage to consumer property does not have a valid legal status because it is an exoneration clause that reduces the consumer's right to obtain compensation". The clause is declared null and void so that it does not have binding force, while the legal relationship of the parties remains valid. Decision Number 3817 K/Pdt/2025 has applied this provision appropriately by stating that the transfer of responsibility clause no longer has legal force as a basis that can abolish responsibility of business actors to compensate consumers for any losses they incur.

REFERENCES

- [1] Achmad Ali, *Menguak Teori Hukum (Legal Theory) dan Teori Peradilan (Judicialprudence)*. Jakarta: Kencana, 2015.
- [2] M. B. Albab, "Examining the History of PMH (Onrechtmatige Daad) & Its Development," *Dandapala.Com*, 2025, [Online]. Available: <https://dandapala.com/article/detail/menelisik-sejarah-pmh-onrechtmatige-daad-perkembangannya>
- [3] E. N. Butarbutar and R. H. Sitorus, "The Use of John Rawls's Theory of Justice in Digital Commerce Related to Consumer Protection," *J. Law, Humanit. Polit.*, vol. 3, no. 2, p. 167, 2026.
- [4] K. Hutagalung, "Consumer Legal Protection against Standard Agreements That Harm Consumers," *Mizan J. Leg. Sci.*, vol. 10, no. 2, p. 207, 2021.
- [5] N. S. A. A. Indradewi, *Consumer Protection Law*. Udayana University Press, 2020.
- [6] D. R. D and F. Asyhad, "Juridical Review of Exoneration Clauses in Notary Legal Products Reviewed from Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Positions," *J. Law, Humanit. Polit.*, vol. 3, no. 4, p. 2450, 2023.
- [7] Y. Kusumadewi and G. Sharon, "Consumer Protection Law," *Yogyakarta Fatimah Azzahrah Inst.*, 2022.
- [8] S. A. K. Dewi, "Juridical Analysis of Legal Certainty of Insurtech Operators' Liability for Personal Data Leakage of Digital Insurance Customers," *J. Humanist Students*, vol. 6, no. 2, p. 678, 2026.
- [9] N. F. Heriani, "This is the Difference Between Default and Unlawful Acts." 2022. [Online]. Available: <https://www.hukumonline.com/berita/a/ini-perbedaan-wanprestasi-dan-perbuatan-melawan-hukum-lt6343ed4d1d955/>
- [10] Sufriana, *Civil Law: Principles and Its Development*. PT Sonpedia Publishing Indonesia, 2024.

- [11] U. Y. Julius, "Exclusion Clauses in Contracts: Protection and Its Impact on Consumer Rights," *Darma Agung J.*, vol. 32, no. 3, p. 134, 2024.
- [12] H. R. Nasution and A. Harris, "Kedudukan Konsumen dalam Hubungan Hukum dengan Pelaku Usaha di Indonesia," *Locus J. Acad. Lit. Rev.*, vol. 4, no. 6, pp. 470–484, 2025.
- [13] R. H. Nasution and A. Harris, "The Position of Consumers in Legal Relations with Business Actors in Indonesia," *Locus J. Acad. Lit. Rev.*, vol. 4, no. 6, p. 472, 2025.
- [14] E. Masri, *Consumer Protection Law Textbook*. CV Jakad Media Publishing, 2023.
- [15] A. S. Dita and A. Winanti, "A Fundamental Analysis of Vicarious Liability in Substitute Liability for Unlawful Acts of Bank Employees," *USM Law Rev. J.*, vol. 6, no. 2, pp. 527–531, 2023.
- [16] R. M. L. A. Riwu, *Consumer Protection Law*. Metro Press Indonesia, 2026.
- [17] W. Wahyuni, "Claims for Compensation in Unlawful Acts." 2022. [Online]. Available: <https://www.hukumonline.com/berita/a/tuntutan-ganti-rugi-dalam-perbuatan-melawan-hukum-lt62b2c95064cfa/>
- [18] H. Panjaitan, *Consumer Protection Law: Repositioning and Strengthening the Institution of the Consumer Dispute Resolution Agency in Providing Protection and Ensuring Balance with Business Actors*. Jala Permata Aksara, 2021.
- [19] Zulham, *Consumer Protection Law*. Kencana, 2017.
- [20] S. HS, *Contract Law: Theory and Techniques of Contract Drafting*. Sinar Grafika, 2019.
- [21] N. F. Handayani, *The Use of Standard Clauses Prohibited According to the Consumer Protection Law*. Uwais Inspiration Indonesia, 2020.
- [22] I. M. Fiani, "Analysis of the Inclusion of Exoneration Clauses Reviewed from the Principle of Freedom of Contract in Indonesia," *Rewang Rencang Lex Gen. Leg. J.*, vol. 5, no. 4, p. 1, 2024.
- [23] E. Permatasari, "Prohibitions Related to Standard Agreements According to the Consumer Protection Law." 2022. [Online]. Available: <https://www.hukumonline.com/klinik/a/larangan-terkait-perjanjian-baku-menurut-uu-perlindungan-konsumen-lt605e3b2a6d4c2/>