



DOI: <https://doi.org/10.38035/snlpr.v2i2>
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Analysis Of Parking Managers' Legal Responsibility for The Loss of Vehicles Based on The Civil Code

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Abstract: The increasing competition in the café industry requires business owners to build customer loyalty through memorable experiences and values that align with customer identity. The research gap in this study is that previous studies still show mixed results regarding the influence of experiential marketing on customer loyalty, while the role of customer engagement as a mediating variable is still limited. This study aims to analyze the role of customer engagement in mediating the relationship between experiential marketing and self-expression value on café customer loyalty in Jambi City. The study used a quantitative approach with the SEM-PLS method using SmartPLS 3.0. The research sample consisted of 147 respondents selected through a purposive sampling technique with the criteria of customers who have made at least two purchases. The results showed that Experiential Marketing and Self-Expression Value have a positive effect on Customer Engagement. Furthermore, Self-Expression Value and Customer Engagement were proven to have a positive effect on customer loyalty, while Experiential Marketing did not have a direct effect on customer loyalty. The mediation test showed that Customer Engagement was able to mediate the relationship between Experiential Marketing and customer loyalty but was unable to mediate the relationship between Self-Expression Value and customer loyalty. This (novelty) finding suggests that café customer loyalty is formed through different mechanisms between customer experience and self-expression values.

Keywords: Legal Liability, Parking Operator, Consumer Protection, Vehicle Loss, Public Service.

INTRODUCTION

The rapid development of the transportation sector has increased the public's need for safe, orderly parking facilities that provide legal certainty for service users. Parking is no longer viewed merely as a mobility-supporting facility, but has become part of the public service system and economic activity that has legal implications for the relationship between parking service providers and service users. The increase in the number of motorized vehicles in various countries, including Indonesia, directly impacts the increasing need for parking space as well as the increased potential for legal disputes due to the loss or damage of vehicles in parking areas. This phenomenon shows that parking management is not only

related to aspects of transportation management, but also concerns the protection of consumer rights, legal certainty, and the legal responsibility of parking service providers.

From a modern legal perspective, the provision of parking services is part of the provision of public services that must comply with the principles of good governance, namely providing professional, accountable, and transparent services, while guaranteeing legal protection for the public as service users. This principle is in line with the development of consumer protection law, which places *consumer safety* and legal certainty as fundamental consumer rights in obtaining goods and/or services. Therefore, every parking service provider is not only obliged to provide parking space, but is also responsible for ensuring the security of vehicles under their control. This obligation arises from the legal relationship that is formed when the vehicle is received by the parking manager and ends when the vehicle is returned to the owner in the same condition as when it was delivered.

Normatively, regulations regarding parking management in Indonesia are stipulated in Law Number 22 of 2009 concerning Traffic and Road Transportation, which is then implemented through various regional regulations in accordance with the authority of regional governments in managing parking services. In Cirebon Regency, parking management is regulated through Cirebon Regency Regulation Number 12 of 2011 concerning Public Roadside Parking and Cirebon Regency Regulation Number 5 of 2020 concerning Public Service Retribution. Both regulations authorize the Regional Government through the Transportation Agency to organize, supervise, and control the parking system, including the collection of parking fees as a source of Regional Original Income (PAD). In addition to functioning as a regional fiscal instrument, parking management is essentially a form of public service that is obliged to guarantee vehicle security and provide legal protection to the public as service users.

Despite the existence of a regulatory framework, the practical implementation of parking management still faces various challenges. One of the most common issues is the loss of a vehicle or consumer's belongings in a parking area, which then gives rise to disputes regarding who is responsible for the loss. In practice, many parking managers still believe that the legal relationship that arises is limited to the rental of a parking space (*lease agreement*), so their responsibility is limited to providing parking space. Consequently, when a vehicle is lost, parking managers often refuse to provide compensation, arguing that the loss is a risk that must be borne by the vehicle owner. This view contradicts the development of civil law doctrine and consumer protection law in Indonesia, which has positioned the legal relationship of parking as an agreement for the safekeeping of goods (*depositum*), not simply a rental agreement.

This legal concept has a strong foundation in Article 1694 of the Civil Code (KUHPerdata) which defines deposit as an agreement when someone receives another person's property with the obligation to store it and return it in its original condition. This provision is emphasized in Article 1706 of the Civil Code which requires the recipient of the deposit to maintain the deposited goods as he maintains his own property, as well as Article 1714 paragraph (1) of the Civil Code which requires the recipient of the deposit to return the goods in the same condition as when received. Thus, from the moment the vehicle is received by the parking manager, a legal obligation arises to maintain, secure, and return the vehicle to its owner. If the vehicle is lost due to the negligence of the parking manager, then legally there has been a breach of contract which gives rise to an obligation to provide compensation to the parking service user.

On the other hand, the legal relationship between parking managers and service users is also subject to the regime of Law Number 8 of 1999 concerning Consumer Protection (UUPK). Article 4 of the UUPK guarantees that every consumer has the right to comfort, security, safety, and the right to receive compensation or redress if the service received does not comply with the agreement. Conversely, Article 19 of the UUPK requires business actors

to provide compensation for losses experienced by consumers due to the use of traded goods and/or services. In fact, Article 18 of the UUPK expressly prohibits the inclusion of standard clauses that exempt business actors from responsibility for consumer losses. These provisions demonstrate that the Indonesian legal system has normatively provided quite strong protection to parking service users.

The development of Supreme Court jurisprudence also shows a consistent direction in providing legal protection to parking service users. Supreme Court Decision Number 1367 K/Pdt/2002 emphasized that the legal relationship of parking is a relationship of goods deposit, so that the parking manager is responsible for the loss of the consumer's vehicle. This decision was then reinforced by Supreme Court Decision Number 2078 K/Pdt/2009 which stated that the clause on the parking ticket stating "loss is not the responsibility of the parking manager" is contrary to the Consumer Protection Law and therefore has no binding legal force. This jurisprudence shows a shift in the legal paradigm from the concept of renting a place to legal protection based on a goods deposit relationship, so that the responsibility of the parking manager cannot be released unilaterally through a standard clause.

However, initial observations and field research at the Cirebon Regency SAMSAT Office indicate that the implementation of these legal provisions has not been fully effective. Parking practices are still found to be substandard, including a suboptimal vehicle security system, not all parking attendants using official attributes as stipulated by the Transportation Agency, the absence of clearly posted parking rate information at parking locations, and the lack of standard procedures for resolving lost vehicles. This study also found cases of motorcycles belonging to parking service users being lost even though the vehicles had been parked according to procedures, obtained parking tickets, and properly locked. However, when the loss occurred, parking managers did not directly provide accountability, instead leaving the resolution to the police reporting process and consultation with the victim. This condition indicates a gap between the normative provisions governing the responsibilities of parking managers and their implementation in the field.

These empirical findings are important to examine because they demonstrate that the primary problem with parking management lies not in the absence of legal norms, but rather in the weak implementation of the principle of legal accountability in public service practices. However, from a civil law and consumer protection perspective, payment of parking fees not only creates the right of the government or parking management to receive compensation for services, but also creates a legal obligation to provide protection for vehicles under their control. Therefore, when a vehicle is lost due to the negligence of the parking management, legal responsibility cannot be avoided simply by arguing that the vehicle is parked at the owner's risk.

The development of studies on the legal liability of parking service providers indicates a paradigm shift from a legal relationship that was originally viewed as a lease agreement to a legal relationship in the form of a depositum agreement *that* creates an obligation for parking managers to maintain and return vehicles in their original condition. This shift is in line with the development of the concept of consumer protection that places security, legal certainty, and the responsibility of business actors as an inseparable part of the quality of service. Several previous studies concluded that parking managers cannot absolve themselves of their responsibilities by including an exoneration clause on parking tickets because it contradicts the principles of consumer protection and the provisions of Article 18 of Law Number 8 of 1999 concerning Consumer Protection. On the other hand, research on parking management also shows that weak monitoring systems, suboptimal standard operating procedures, and low accountability of parking providers are factors that cause legal protection for consumers to not be implemented effectively. However, most of these studies are still oriented towards a normative juridical approach with a focus on the legal relationship between parking or the validity of standard clauses, so that there has not been much study on the implementation of

legal accountability of parking managers in the practice of providing public services, especially in parking facilities managed by local governments.

Based on the study, this study found a research gap, namely the limited empirical research that comprehensively analyzes the implementation of legal accountability of parking managers through the integration of provisions of the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, regional regulations regarding parking management, and Supreme Court jurisprudence in the context of public services. Therefore, the novelty of this study lies in the analysis that integrates the perspectives of civil law, consumer protection law, government administration law, and public service theory to evaluate the effectiveness of legal accountability of parking managers for the loss of consumer vehicles at the Cirebon Regency SAMSAT Office. In addition to examining the form of repressive legal protection through compensation mechanisms, this study also analyzes preventive legal protection through the implementation of standard operating procedures, parking security systems, the use of surveillance technology, and strengthening the guidance and supervision functions by the Transportation Agency. Based on this background, this study focuses on answering the problem regarding legal provisions governing parking management for the loss of consumer vehicles and the form of legal accountability of parking managers based on the Civil Code and the Consumer Protection Law. This study aims to analyze the effectiveness of the implementation of these legal provisions in the practice of organizing parking at the Cirebon Regency SAMSAT Office while simultaneously formulating a model for strengthening the accountability system for parking managers that is able to provide legal certainty, justice, and more optimal legal protection for the public as users of parking services.

Although various previous studies have examined the legal responsibility of parking managers from the perspective of civil law and consumer protection law, most of these studies are still oriented towards normative analysis of the legal relationship of parking as a deposit agreement or testing the validity of the exoneration clause included in the parking ticket. These studies have not comprehensively examined how the implementation of the legal responsibility of parking managers in the practice of providing public services, especially in parking facilities managed by local governments such as the Cirebon Regency SAMSAT Office, and have not integrated the analysis between the provisions of the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, regional regulations regarding parking management, and Supreme Court jurisprudence in one complete analytical framework. This condition indicates a research gap, namely the limited empirical research that evaluates the effectiveness of the implementation of legal responsibility of parking managers based on the practice of resolving lost vehicles and the mechanism for providing compensation to consumers in the public service environment. Based on these gaps, the novelty of this research lies in the analysis that integrates civil law approaches, consumer protection law, government administration law, and public service theory to evaluate the legal responsibility of parking managers for the loss of consumer vehicles, while also offering a model for strengthening the accountability system through the preparation of Standard Operating Procedures (SOPs) for handling lost vehicles, the implementation of objective loss assessment mechanisms, the use of Closed Circuit Television (CCTV) as an instrument of evidence, the provision of liability insurance for parking organizers, and the strengthening of the supervisory function by the Transportation Agency as a form of reformulation of parking implementation policies that are oriented towards legal certainty, justice, and consumer protection. Departing from these problems, this research is focused on answering two problem formulations, namely: (1) what are the legal provisions governing parking implementation for the loss of consumer vehicles at the Cirebon Regency SAMSAT Office; and (2) what is the legal responsibility of parking managers for the loss of consumer vehicles based on the Civil Code. In line with the formulation of the problem, this study aims to analyze the legal regulations regarding the implementation of parking for the loss of

consumer vehicles and examine the form of legal responsibility of parking managers based on positive legal provisions, jurisprudence, and its implementation in the practice of parking management at the Cirebon Regency SAMSAT Office. Theoretically, this study is expected to enrich the development of legal science, especially in the study of civil law, consumer protection law, and state administrative law related to the implementation of parking services, while practically it is expected to be a recommendation for local governments, the Department of Transportation, and parking organizers in building a professional, accountable, transparent parking management system, and providing effective legal protection for the public as users of parking services.

METHOD

This study uses an empirical juridical method with a qualitative approach, which aims to analyze the implementation of legal norms regarding the responsibility of parking managers for the loss of consumer vehicles at the Cirebon Regency SAMSAT Office and to examine its compliance with applicable positive legal provisions. The study was conducted at the Cirebon Regency SAMSAT Office as the research location because it is one of the public service providers that provides parking services to the community. The research data consists of primary data obtained through semi-structured interviews with the Head of Traffic and Transportation of the Cirebon Regency Transportation Office, parking managers, parking attendants, and parking service users who experienced the loss of vehicles or goods in the parking area, and secondary data obtained through a literature study of the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, laws and regulations related to parking management, Supreme Court decisions, books, and relevant scientific articles. Data collection techniques were carried out through interviews, direct observation of the parking management and security system, and documentation to obtain comprehensive data. The data obtained were then analyzed qualitatively descriptively through the stages of data reduction, data presentation, and conclusion drawing, then interpreted using a statute approach, a conceptual approach, and a case approach *with* reference to the theory of legal protection, the theory of legal responsibility, the theory of depositum agreements, and the theory of legal certainty. To ensure the validity of the research results, source triangulation and method triangulation were carried out through comparisons of the results of interviews, observations, documentation, and studies of laws and regulations and jurisprudence, so that objective, systematic, and scientifically accountable findings were obtained.

RESULTS AND DISCUSSION

Lost Vehicles in Parking Lots from a Legal Protection Perspective Consumer

Based on the results of field research, the implementation of parking at the Cirebon Regency SAMSAT Office still faces fundamental problems regarding the understanding of the legal relationship between parking managers and parking service users. The results of interviews with parking attendants, supervisors from the Cirebon Regency Transportation Agency, and parking service users indicate that most officers still interpret the function of parking only as regulating the entry and exit of vehicles, arranging vehicles in the parking area, and maintaining the smooth flow of internal traffic. Consequently, when a vehicle or consumer's belongings are lost, the resolution is mostly done through deliberation based on the manager's policy without any clear accountability standards. In fact, in practice, there is still a clause included on parking tickets stating that the loss of a vehicle is not the responsibility of the parking manager. These findings indicate a gap between the law in books and the law in action, because the practice of parking management has not fully implemented the legal norms of consumer protection as stipulated in the Civil Code and Law Number 8 of 1999 concerning Consumer Protection. This condition is in line with the research of Muhamad Imaddudin and Imron Mustofa which concluded that there is still

inconsistency in the application of the principles of the Civil Code and the Consumer Protection Law in the practice of providing parking services so that the rights of parking service users have not received optimal legal guarantees.

From a legal perspective, the legal relationship between parking service users and parking managers cannot be classified as a lease relationship as referred to in Article 1548 of the Civil Code, but rather as a deposit relationship *as* stipulated in Article 1694 of the Civil Code. This legal relationship creates an obligation for the recipient of the deposit to maintain and return the goods in the same condition as when received. This provision is emphasized in Article 1706 of the Civil Code, which requires the recipient of the deposit to maintain the deposited goods as if they were their own. Therefore, payment of parking fees is not only a reward for the use of the parking space, but also compensation for the security services of the vehicle while it is under the control of the parking manager. The legal consequence is that if the vehicle is lost due to the negligence of the parking manager, a breach of contract has occurred, giving rise to a legal obligation to provide compensation to the consumer. This view is in line with Shidarta's opinion (2006), which states that the legal relationship between business actors and consumers must be based on the principles of balance, legal certainty, and protection for parties who are economically weaker.

This legal construction gained strong legitimacy through Supreme Court jurisprudence. Supreme Court Decision Number 3416 K/Pdt/1985 affirmed that the legal relationship of parking is a relationship of custody of goods, so that the parking manager is responsible for the loss of vehicles under his control. Furthermore, Supreme Court Decision Number 1367 K/Pdt/2002 reaffirmed that from the moment the vehicle is received by the parking attendant, legal responsibility shifts to the parking organizer until the vehicle is returned to the owner. This position was reaffirmed through Supreme Court Decision Number 2078 K/Pdt/2009, which stated that the standard clause on parking tickets that exempts the manager from responsibility is contrary to Article 18 of the Consumer Protection Law and is therefore null and void. This series of decisions shows a shift in the Indonesian legal paradigm from the concept of land rental to the concept of consumer protection through custody agreements, namely consumer protection through a relationship of custody of goods.

When analyzed using Hans Kelsen's legal liability theory, legal responsibility arises as a normative consequence of failure to fulfill legal obligations. In the context of parking management, the primary obligation of parking managers is to maintain the security of vehicles under their control. Therefore, the loss of a vehicle due to a weak security system, lack of officer supervision, or the absence of adequate security mechanisms constitutes a violation of legal obligations that result in the obligation to provide compensation to consumers (Kelsen, 2005). This approach shows that the responsibility of parking managers does not depend on the presence or absence of an intentional element (*intentional misconduct*), but rather sufficient evidence of negligence *that* results in losses for parking service users.

The research findings also indicate that most parking attendants do not yet understand the legal structure. They still assume that their obligations end after directing vehicles to be parked neatly and reminding users to lock their vehicles. This perspective shows that legal implementation is dominated by an administrative approach rather than a consumer protection approach. This perspective can be analyzed using Lawrence M. Friedman's legal system theory, which states that legal effectiveness is influenced by three elements: legal substance, legal structure, and legal culture. In this study, the legal substance is actually quite adequate through the Civil Code, the UUPK, and Supreme Court jurisprudence. However, weaknesses lie in the legal structure aspect, namely weak supervision by organizers and the legal culture aspect, namely the low understanding of parking attendants regarding their legal obligations. As a result, the established legal norms are not implemented effectively in practice.

Philipus M. Hadjon's legal protection perspective shows that legal protection must be realized through two instruments, namely preventive protection and repressive protection. Preventive protection is realized through the provision of a security system capable of preventing vehicle loss, such as the installation of CCTV, the use of barrier gates, digital-based vehicle identification systems, electronic recording of vehicle numbers, and the preparation of standard operating procedures (SOPs) for parking handling. Conversely, repressive protection is realized through dispute resolution mechanisms and the provision of fair compensation. The results of the study indicate that both forms of protection have not been implemented optimally at the Cirebon Regency SAMSAT Office so that legal certainty for consumers has not been fully realized. This approach is consistent with research on the use of standard clauses in parking services which concluded that consumer legal protection will be effective if accompanied by the elimination of exoneration clauses and the implementation of clear compensation mechanisms.

From the perspective of Law Number 8 of 1999 concerning Consumer Protection, this practice shows that the implementation of Article 4, which provides consumers with the right to security, comfort, correct information, and the right to receive compensation if the service received does not comply with the agreement, is not optimal. In contrast, Article 7 requires business actors to provide honest and responsible services and provide compensation for consumer losses. Therefore, the inclusion of a clause stating that the loss of a vehicle is not the responsibility of the parking manager is an exoneration clause that is contrary to Article 18 paragraph (1) letter a of the UUPK and based on Article 18 paragraph (3) is declared null and void. Thus, the parking manager still bears legal responsibility for the vehicles under his control.

The results of this study are also supported by various scientific publications by Moh. Sigit Gunawan, a lecturer at the Faculty of Law at Swadaya Gunung Jati University, which shows that business actors cannot absolve themselves of responsibility for consumer losses arising from negligence in providing services, so the principle of consumer accountability must be the basis for providing services, including parking services. Harmono emphasized that the effectiveness of policy implementation is greatly influenced by the quality of regulations, oversight mechanisms, and accountability of providers, so that the success of a public service system is not only determined by the existence of legal norms, but also by the effectiveness of their implementation. In addition, research on consumer legal protection in electronic transactions written by Harmono and colleagues emphasized that consumer protection must be built through a balance of the rights and obligations of business actors and state supervision of service providers.

Overall, when analyzed using Gustav Radbruch's theory of three basic legal values, the practice of parking management at the Cirebon Regency SAMSAT Office shows that a balance between legal certainty (*rechtssicherheit*), justice (*gerechtigkeits*), and utility (*zweckmäßigkeit*) has not been achieved. Legal certainty has not been achieved because there are still different perceptions regarding the scope of responsibility of parking managers. Justice has not been fully realized because the mechanism for resolving lost vehicles is based more on negotiation than objective legal standards. Meanwhile, the utility aspect is also not optimal because the existing settlement system has not encouraged continuous improvement of the parking security system. Therefore, parking management reform is needed through the preparation of national SOPs for handling lost vehicles, digitalization of the parking system, the use of integrated CCTV, increasing the legal competence of parking officers, eliminating exoneration clauses, providing liability insurance, and strengthening the supervisory function by the Transportation Agency. These reforms will reduce the gap between legal norms and parking management practices while realizing public services oriented towards the protection of consumer rights, legal certainty, and the principle of substantive justice.

Parking Management's Responsibility for Loss of Consumer Goods

The results of the study indicate that the accountability mechanism for parking managers for lost vehicles or consumer goods in the parking area of the Cirebon Regency SAMSAT Office has not been implemented based on standard operating procedures (SOP). Based on the results of interviews with the Head of Traffic and Transportation of the Cirebon Regency Transportation Agency, parking attendants, and parking service users, it was found that the resolution of lost vehicles is still mostly done through a deliberation mechanism, taking into account the level of negligence of each party. In practice, the form of compensation is not always in the form of full reimbursement of the value of the lost vehicle or goods, but often only in the form of partial compensation based on the results of negotiations, or even not given at all if the parking manager considers that the loss occurred due to consumer negligence. These findings indicate that the practice of legal accountability still depends on the internal policies of parking managers and has not fully implemented the principles of consumer protection as stipulated in Law Number 8 of 1999 concerning Consumer Protection (Hadjon, 1987; Shidarta, 2022).

The research findings demonstrate an implementation gap, namely the gap between legal norms (*law on the books*) and their implementation in practice (*law in action*). Normatively, the legal relationship between parking service users and parking managers is a contractual relationship that gives rise to reciprocal rights and obligations. Consumers have fulfilled their obligations by paying parking fees, while parking managers are obliged to maintain the security of the vehicle and return it in the condition in which it was received. However, the research results show that this obligation has not been understood as a legal obligation, but rather only as a moral obligation whose implementation is highly dependent on the manager's policy. As a result, legal certainty for consumers is weakened because the amount of compensation is determined based on agreement in each case, not based on objective legal measures. This condition indicates that the legal substance is actually available, but its implementation still faces obstacles in the aspects of legal culture *and* institutional structure as explained by Friedman (1975).

When analyzed using Philipus M. Hadjon's (1987) legal protection theory, this condition indicates that the preventive legal protection function has not been running effectively. Hadjon explained that preventive legal protection aims to prevent rights violations by establishing a system that provides legal certainty before disputes arise. In the context of parking management, preventive protection should be realized through the implementation of CCTV, *barrier gates*, electronic vehicle identity recording, a digital parking system, regular officer supervision, and SOPs for handling lost vehicles. However, research results show that these instruments are not yet adequately available, so legal protection is only provided after a loss occurs through a deliberation mechanism. This condition shows that parking management is still oriented towards dispute resolution *rather* than risk prevention, even though the modern consumer protection paradigm emphasizes preventive efforts. This finding aligns with research by Putri, Saptono, and Suradi (2021), which emphasized that a weak parking security system is the main cause of disputes between parking managers and consumers.

From a civil law perspective, the research findings show that the practice of parking management accountability still deviates from the concept of civil liability. Based on Article 1694 in conjunction with Article 1706 of the Civil Code, the legal relationship between parking and the owner is a deposit relationship, not a rental relationship. Therefore, parking managers are obliged to safeguard vehicles as they would safeguard their own property. Furthermore, Article 1239 in conjunction with Article 1243 of the Civil Code stipulates that a party in default is obligated to compensate for costs, losses, and interest resulting from failure to fulfill their obligations. Therefore, the loss of a vehicle due to the manager's negligence constitutes a form of default that gives rise to a legal obligation to provide full compensation

based on the principle of *restitutio in integrum*, which is to restore the victim's condition as close as possible to the condition before the loss occurred. The practice of providing partial compensation as found in this research indicates that this principle has not been consistently applied.

This analysis is further strengthened by Hans Kelsen's (2009) legal liability theory, which explains that legal responsibility is a direct consequence of violations of legal norms. Therefore, the parking manager's responsibility does not arise from consumer demands or solely from the good faith of the business owner, but rather arises from the failure to fulfill the legal obligation to safeguard the vehicle. Therefore, the argument that the loss of a vehicle is not the manager's responsibility simply because a standard clause has been included on the parking ticket has no strong legal basis. Legal obligations remain as long as the vehicle remains under the parking manager's control.

When examined using Risk Allocation Theory, the risk of a deposited object rests with the party in control of the object until the item is returned to its owner. As long as the vehicle remains in the parking area, factual and legal control rests with the parking manager, so the risk of loss, in principle, also rests with the manager. The burden of responsibility can only be waived if the manager can prove force *majeure* or gross negligence on the part of the consumer. However, research results indicate the absence of an objective vehicle loss investigation mechanism, so the settlement process relies more on negotiation than legal evidence. As a result, the consumer's bargaining position is weakened and legal protection is not optimal.

From the perspective of Law Number 8 of 1999 concerning Consumer Protection, this practice is contrary to Article 18 paragraph (1) letter a which prohibits business actors from including standard clauses that shift responsibility to consumers. Such clauses are declared null and void based on Article 18 paragraph (3) of the Consumer Protection Law. Furthermore, Article 19 of the Consumer Protection Law emphasizes that business actors are obliged to provide compensation for losses experienced by consumers due to the use of traded goods and/or services. This norm shows that the Indonesian consumer protection legal system adheres to the principle of presumption of liability, namely that business actors are considered responsible until they are able to prove that the loss was not caused by their fault. However, research results show that the practice of organizing parking at the Cirebon Regency SAMSAT Office actually places the burden of proof on consumers. This shift in the burden of proof is contrary to the principle of *balance* in consumer protection law.

The findings of this study are strongly supported by recent literature. Hartono, Nababan, Silalahi, and Siagian (2025) concluded that parking management remains responsible for compensating consumers and cannot absolve themselves through standard clauses, as this would be contrary to the Consumer Protection Law. Similarly, Imaddudin and Mustofa (2025) emphasized that harmonization between the Civil Code and the Consumer Protection Law is a key prerequisite for achieving legal certainty for parking service users. Research by Pradnyandari, Mahendrawati, and Wesna (2024) also demonstrated that exoneration clauses in parking tickets constitute a form of contractual imbalance that contradicts the principle of fairness in contracts.

The results of this study are also relevant to a publication by a lecturer at the Faculty of Law at Swadaya Gunung Jati University. Moh. Sigit Gunawan's research on the responsibilities of business actors on *e-commerce platforms* emphasizes that business actors cannot absolve themselves of responsibility for consumer losses arising from negligence in providing services. Although the objects of study are different, the principle of consumer accountability developed in this research has conceptual relevance to the provision of parking services because both place business actors as parties obliged to ensure service security. Similarly, Harmono's research on the reconstruction of regional government authority shows that the effectiveness of a policy implementation is greatly influenced by the quality of

regulation, supervision, and accountability of the organizers. Furthermore, Agus Dimiyati's research on the implementation of transportation regulations shows that weak institutional oversight is one of the dominant factors hampering the effectiveness of law enforcement in the public service sector. This perspective strengthens the findings of this study that the main problem in the implementation of parking at the Cirebon Regency SAMSAT Office lies not in the absence of legal norms, but rather in the weak implementation and supervision of existing norms.

Based on the overall analysis, it can be emphasized that the main problem of parking management accountability at the Cirebon Regency SAMSAT Office is not solely about the amount of compensation, but rather about the lack of a legal accountability system based on good governance, legal certainty, and consumer protection. Therefore, policy reformulation needs to be directed at the preparation of SOPs for handling lost vehicles, the implementation of an electronic parking system integrated with CCTV and vehicle identification, the obligation to own *liability insurance* for parking operators, increasing the legal competence of parking officers, and strengthening the supervisory function by the Transportation Agency. These reforms will narrow the gap between legal norms and their implementation, thereby realizing a professional, accountable, transparent parking management system and providing effective legal protection for the public as users of parking services.

CONCLUSION AND SUGGESTIONS

Conclusion

Legal provisions regarding the implementation of parking for the loss of consumer vehicles at the Cirebon Regency SAMSAT Office have basically been comprehensively regulated in the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 22 of 2009 concerning Traffic and Road Transportation, and the Cirebon Regency Regional Regulation regarding parking implementation, which normatively places the legal relationship between parking managers and service users as a deposit agreement, thus giving rise to a legal obligation for parking managers to maintain, secure, and return vehicles in their original condition. However, the implementation of these provisions has not been running optimally because there is still an implementation gap between legal norms and parking implementation practices, which is characterized by the absence of standard operating procedures for handling lost vehicles, weak security and supervision systems, and the continued use of deliberation mechanisms as the basis for dispute resolution without objective loss assessment standards. As a result, the legal responsibility of parking managers for the loss of consumer vehicles does not fully reflect the principles of legal certainty, justice, and consumer protection, because the amount of compensation is determined more based on internal policies and negotiations than on applicable legal provisions. In fact, based on Article 1694, Article 1706, Article 1714, Article 1239, and Article 1243 of the Civil Code, Article 18 and Article 19 of the Consumer Protection Law, as well as Supreme Court jurisprudence Number 3416/Pdt/1985, Number 1367 K/Pdt/2002, and Number 2078 K/Pdt/2009, parking managers still bear legal responsibility for the loss of vehicles as long as the vehicle is under their control and cannot release responsibility through standard clauses on parking tickets. Therefore, it is necessary to reformulate the parking management system through the preparation of Standard Operating Procedures (SOPs) for handling lost vehicles, digitalization of the parking system integrated with CCTV and vehicle identification, implementation of liability insurance, improvement of the legal competence of parking officers, and strengthening of the guidance and supervision function by the Transportation Agency so that parking management not only fulfills administrative aspects, but is also able to realize effective, fair legal protection and provide legal certainty for the public as users of parking services.

Limitations

This study has several limitations. First, the research was conducted exclusively at the parking facility of the Cirebon Regency SAMSAT Office, limiting the generalizability of the findings to other public or privately managed parking facilities. Second, the empirical juridical approach relied on qualitative data collected from a limited number of informants, including officials of the Regional Transportation Agency, parking operators, parking attendants, and parking service users. Consequently, the findings reflect the specific empirical conditions of the research site. Third, this study did not examine the economic valuation of consumer losses, the cost-effectiveness of parking security systems, or the quantitative impact of technological innovations on parking management. Therefore, the findings should be interpreted within the context of legal accountability for parking management in the selected research location.

Recommendation

Based on the findings, local governments and Regional Transportation Agencies are encouraged to establish standardized operating procedures (SOPs) for handling vehicle loss, including clear mechanisms for reporting, investigation, evidence assessment, and consumer compensation. Parking operators should strengthen security systems through the implementation of electronic parking management, integrated CCTV surveillance, digital vehicle identification, and mandatory liability insurance to mitigate the risk of vehicle loss. Furthermore, legal capacity-building programs should be provided for parking personnel to enhance their understanding of the Indonesian Civil Code and the Consumer Protection Law, thereby ensuring that parking services are delivered in accordance with the principles of legal certainty, justice, and consumer protection. Future studies are recommended to expand the research scope by including both public and private parking facilities in different regions and by employing mixed-method or quantitative approaches to evaluate the effectiveness of legal accountability mechanisms and consumer satisfaction.

Author Contribution

The author solely conceived and designed the study, formulated the research problems, collected and analyzed the data, interpreted the research findings, prepared and revised the manuscript, and approved the final version of the manuscript for publication.

Acknowledgment

The author would like to express sincere gratitude to the Regional Transportation Agency of Cirebon Regency, the Cirebon Regency SAMSAT Office, the parking operators, parking attendants, and all research participants for their valuable cooperation, information, and support throughout this study. The author also extends appreciation to all individuals who provided academic input and constructive feedback during the preparation of this manuscript.

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