INJURY LAW SETTLEMENT PROMISE OF RENTING OF FOUR WHEEL MOTOR VEHICLE IN SUKAJADI DISTRICT, PEKANBARU CITY

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ABSTRACT

The purpose of this study was to analyze leasing agreements for car vehicles, which were not carried out by the parties in accordance with what was agreed in the contents of the agreement, in Sukajadi District, Pekanbaru City. So that what has been agreed upon by both parties can be realized as agreed. With all the risks contained in the contents of the agreement, it must be carried out by both parties in the leasing agreement of the vehicle. The target to be achieved in this research activity is to increase understanding of both parties who rent a car vehicle, as well as those who rent the vehicle car, regarding the agreement of the lease agreement, if both parties do not carry out the contents of the lease agreement, and for researchers themselves make a very important contribution to the legal problems faced by the community, especially regarding leasing agreements.

The research method is with sociological law, the research location is a rental service company located in Sukajadi Subdistrict, Pekanbaru City, polluting and sampling the parties of the leaseholders, consumers, with verbal interview methods in order to find information as processed data of this research. Outputs are produced according to the plan of activity for proposers in the form of scientific articles, and study learning materials for students.

Keywords: Settlement, Promise Injury, Rent Rent

A. Intruductions

Vehicle rental agreement, this is not as easy as what has been agreed upon by the parties, the various problems faced by the two sides, either the problem is done by the party renting tenants, as well as by party rental the vehicle, but a problem that often occurs is the party who hired not implementing what was agreed upon, to the detriment of tenants such as vehicle rentals mobi, PT Global transport, Mas Rent Car, Rent a Car, nor Hannun in district Sukajadi Pekanbaru. Problems faced by tenants of rental vehicles, rent a party does not return the rental car on time, according to the report, without an enforced by notice, will extend the period of the lease, the Act is unlawful, such as moving the hand over or mortgaged vehicles car without permission, even tenants used to criminal crimes. From the explanation above these problems, researchers are interested in continuing the research titled "Legal Injury Settlement Promise Four Wheel Vehicle Rental in Sukajadi Pekanbaru".

B. Materials and Methods

This type of research is a sociological legal research: with a focus towards the problems that arise and for it researchers operates the deliberations on the provisions of the legislation and see how the law is put into practice in the community. The nature of the research is the research field or field Research is the research directly into the field. As for the research location is rental car vehicles, and those who rent a car in Sukajadi Pekanbaru districts, one of which is already in the sought information such as PT Arara Abadi, PT individuals, Transportation Services, and Mas others that can not be mentioned either the name, as well as its status, because there are things and other things, which cannot be physically palpable, explains researcher, who did not keep their promise, as
agreed upon in the lease agreement rent a car. These, and they are expected to exercise good berikhtikad agreed upon agreement of both parties, and further up towards cracking down on infringement of the Agreement agreed upon by both parties, as the provisions of the regulations which govern it.

Primary data is the primary data obtained through researcher respondents or sample, this data can be derived from the entrepreneurs and consumer car rental in Sukajadi Pekanbaru, as well as other sources, most importantly the problems associated with the subject matter covered. is the data obtained from the literature books supports with the problems discussed. Secondary data can either be a thesis, thesis, dissertations, journals, newspapers, papers, seminars, brochures, and more. Tierer data, i.e. data obtained through the dictionary.

C. Results and Discussion

The increasing demand for car rental in the city of Pekanbaru, led to the development of rental car rental businesses. The development of the car rental business that is increasingly mushrooming in the city of Pekanbaru, is more or less causing problems among the tenants of car rental, with those who rent, resulting in harm to one party, because one of the parties does not implement what has been agreed in the agreement clause. Like one of the clauses stated in the agreement, that the second party (the party that hires) is not permitted to transfer / transfer the lease right to another party. And the renting party is prohibited from carrying out vehicle abuse, namely pawning the vehicle, then violating the law so that the vehicle is confiscated by the party who is obliged (police), not even returning the rented vehicle, then in this case it is the responsibility of the renting party, but in reality the leasing party neglects what has been agreed upon, resulting in a default law. Already the parties should carry out the contents of the agreement, which is an obligation that must be fulfilled, but in reality it is not as easy as what has been agreed, such as experienced by Global Rent Car (Mr. Hendri, Global Rent Car Leader, Thursday 7 January 2019, 11.00 Wib), states that the party that rents out during the negotiations, understands what has been agreed upon, when there is a bargain in the lease agreement, even the renting party will try to keep the promises contained in the lease agreement of the car. But later when the agreement was closed, problems arose that were generally carried out by the party who rented, who deliberately neglected the contents of the agreement clause, various problems that occurred, namely the party that rented did not return the car anyway at the agreed time, even the Police confiscated cars, for violating the law, which was used for the crime, then the badly damaged cars, with these problems, is certainly a car rental tenants very aggrieved, so that the rent was always shy away against the obligation to pay off the car, ignoring the lease payment to compensate for the loss. Even those who rent are not known of its existence, escape, so that tenants rental car trouble to resolve these problems, therefore the question becomes—go on late, and ultimately involve parties Police to conduct searches against the party hire.

Unlike the case experienced by Hannun party Rental Car (father of Gusrial Hannun Rental Car, the Chairman, on Sunday, January 10, 2019, at 10.00 am EDT), in which case the party renting the rental car mortgaged, the clause of the agreement, that those who rent are prohibited from moving the hand over or otherwise transfer the rental car, including mortgaged the rental car, but those who rent a car mortgaged by deliberately rented to others. These problems often occur, performed by those who rent, although the contents of the agreement are already firmly stated that the rent is forbidden to move the hand over the mortgaged or rented car, but not in respect of the car rental tenants.
D. Discussion

The Treaty is an act which the law with the one with the other party mutually committing yourself to execute the contents of the agreement. Similarly with the tenancy agreement tenant, that one party is obliged to provide the pleasure of an object to the other, rates approved by the other party to get paid (m. Isa Arief, 1997, 38), similarly with the lease agreement rent a car vehicle conducted by the rental car rental in Kecamatan Sukajadi Pekanbaru, as PT Mas Global transportation, Rent a Car, Rent a Car or Hannun.

That the implementation of the settlement against injury to the promises made by the parties, in the early stages of the hiring process of negotiations, agreed the two sides went smoothly, where both parties had agreed to abide by what has been agreed upon, the clause contained in the lease agreement rent a car vehicles. Basically the car vehicle rental tenants, agreed in case of problems in the future, that the problem will be resolved through peaceful negotiations and, as in the vehicle rental hire car in Global Rent a Car (Mr. Hendry, The Global leadership of the Rental Car, on Sunday 10 February 2019), in the case of experienced party hire, Mr. Aep, stated that when the party renting the menggabaikan contents of the agreement, namely the late returning the car, the vehicle Management Global Rent a CAR, still open the opportunity to negotiate with the way of peace, according to the father of the Aep, as those who rent, These problems occurred, still in the light level, since kerterlambatan was still in reasonable limits, for example in just one day late, after maturity, the rental limit this problem, it is still adequate for reasonableness, then permasalahanya settlement with a family approach. Yet another thing her in for a problem that's been on the extent of the losses, or outside the limits of reasonableness, such as moving the hand over to another party, or the rental car digadaikan vehicle, even tend towards the deed breaking the law as applied to crimes, resulting in the party authorities confiscated, police, vehicle rentals cars against these problems cannot be solved by peaceful means, but the tenant rental asks authorities, the finish it, then in this case the rental tenants filed a civil suit, to ask for a rent party liability to indemnify over his deeds, to the court party, because the tenant rental, consider, the issue already considered outside the limits of reasonableness that cannot be tolerated, this thing has been very detrimental to the tenants of rental car vehicles, as experienced by Hannun Rent Car (Mr. Gusrial, head of Hannun Rent Car, February 19, 2019). Thus basically tenants rental vehicle car, open opportunities against the Act party rent a which has been ignoring the content of the agreement, or promise of a shoulder injury, with the way of peace, through peaceful negotiations and, if the party who hired have the goodwill to solve these problems. Then the fields it depends to the rent whether the appointment would hurt the settlement resolved through musyarawah, because according to the tenants of rental vehicles, they have good beriktikad to resolve the issue with the road peaceful. Unless the problem is already in the realm of law, then the tenants of rental vehicle will submit the problem on the authorities, in case of a criminal offence, shall be submitted on the police to do tindakkan further, upon the Act of breaking the law by hiring.

Some of the factors the resistance towards the completion of the injury to the promise in the Treaty of renting a rental vehicle, experienced by tenants of rental vehicles, Global car Rent Car, Rent Car, Hannun PT Sukajadi district Transportation Mas City Soweto, that these obstacles were derived from one of the parties does not implement the content of the agreement, the parties sometimes rent negligent, even deliberately ignoring what has been agreed upon by both parties. The actual parties rented understand will result from not implementing what has been agreed upon (the parties hired on Hannun Rent Car: mother Liza, 10 Feb 2019), further according to the rent party, instead of not implementing what has been agreed upon, but there are real obstacles faced, for example when returning home from West Sumatra to Pekanbaru, happens to travel congestion in
queue for so long, thus causing delay in returning the vehicle is leased, it is not a
deliberate thing according to mother Liza, if barriers such as those above, the problems
experienced by those who rent more, this merurrut car vehicle rental tenants, still in the
limits of reasonableness, as can be tolerated. However, other obstacles, resulting in larger
losses of tenants, is when those who rent could not be reached again, after the rental has
been maturing, even those who rent to escape, who did not know of its existence. Even
sometimes tenants vehicle rentals asked for information from the party authorities,
related his rental vehicles doing crimes, this is the biggest obstacle to becoming tenants
of rental vehicles, because they not only the loss in material, but it can also lead to a reduced
sense of public confidence towards their rental rental businesses, can result in reduced
vehicle rental hire on them, well according to Mr. Hendry, on Global Rent a Car, as well
as Mr. Gusrial, Rent a Car in Hannun in Sukajadi Pekanbaru.

Basically the car vehicle rental tenants, working to such a degree, when the initial
negosiasi are done by both sides, has been giving signs to comply with what has been
both agree upon. In most cases problems occurred at this car rental vehicle rentals, more
done by hiring, either accidental or deliberately committed by those who rent, the
solution through the peace with negotiations of both parties. But when the issue is done
by the party who hired already outside the boundaries of reasonableness, already in the
realm of law, such as the Act the Act is unlawful, criminal, or civil suit to court.

E. Conclusions

Injuries on the promise of this car rental vehicle rentals, more likely to be done by
the party who hired, namely late return kendraan car which is already overdue, move the
hand over the vehicle car without permission of tenants, even mortgaged kendraan car, as
well as conducting criminal crimes, so tenants more aggrieved.

Barriers to the completion of the injury to the promise in this car, vehicle hire,
party hire has no goodwill to implement what they've agreed on, when the beginning of
the lease agreement. Tenants the trouble to contact the renting party, sometimes rented
Dodge to settle the issue, even to flee unnoticed presence, bringing with them the vehicle
car renters. By seeking to negotiate a peaceful discussion, but if the acts committed by the
rent is already at levels cannot be resolved through deliberation, because the rent is not
beriktitkad either to indemnify, like memindahtangankan without permission of rental
tenants kedaraan, pawn, it will be sued in court, even through the Police authorities of the
parties, if the car is rented is used for crimes.

F. Recomendation

Advice tenants of rental car vehicle should be, more assertive against what became
the resistance of those who are hired to implement the content of the Treaty, so the parties
hired is responsible for deeds He did, to the detriment of the party who hired, by
replacing the losses.

As for efforts towards the completion of the injury to the promise in the rental
vehicle rental car, which is done by the lessee of the vehicle rental cars, with deliberation,
and when consensus cannot be diselesiakan with deliberation, resolved through the
lawsuit and demands to the Court, so as to get the maximum damages.

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