

## Protecting Consumers from Motorcycle Users with Non-Standard Motorcycle Iron Frames

**Rika Rahayu**

Universitas Islam Negeri Sumatera Utara, Indonesia

rikarahayu0405@gmail.com

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### Abstract

*In the era of globalization like today, motorcycles can be used as an alternative in supporting transportation facilities and infrastructure on the highway. Nowadays, consumers always ignore the importance of a good and standard motorcycle frame. This problem is familiar throughout Indonesia. It is undeniable that consumers prioritize trends or styles when riding motorcycles. Of course, this is in direct contradiction to the mandate of the Regulation of the Minister of Transportation of the Republic of Indonesia Number PM 12 of 2019. This study is a juridical empirical legal research with a statute approach, which involves conducting field research or observation to collect empirical evidence. The results of this study state that (1) If the purchase of a motorcycle is damaged due to modifications that violate existing laws and regulations, such as replacing the motorcycle's iron frame with one that does not meet standard specifications, the company is not responsible for this incident if the consumer intentionally modifies the motorcycle. 2) Consumers are penalized for their actions that violate regulations, particularly for modifying their motorcycles with iron frames that do not meet the standards. The penalty imposed includes fines and rehabilitation for individuals involved in using modified motorcycles that do not meet the standards, and 3) According to researchers, the punishment of ta'zir for modification of motor vehicles that cause accidents falls under the category of jarimah ta'zir with the punishment being determined by the authorities for violating regulations related to benefits.*

**Keywords:** Consumer Protection, Iron frame, Non-Standard.

### Abstract

Di era globalisasi seperti saat ini, sepeda motor dapat dijadikan alternatif dalam menunjang sarana dan prasarana transportasi di jalan raya. Saat ini konsumen selalu mengabaikan pentingnya rangka motor yang baik dan standar. Masalah ini sudah tidak asing lagi di seluruh Indonesia, tanpa dipungkiri bahwa konsumen mengutamakan tren atau gaya dalam mengendarai sepeda motor. Tentu ini sangat bertentangan dengan amanat Peraturan Menteri Perhubungan Republik Indonesia Nomor PM 12 Tahun 2019. Penelitian ini merupakan penelitian hukum yuridis empiris dengan pendekatan statuta, yaitu penelitian atau observasi di lapangan atau field research yang penelitiannya berfokus pada pengumpulan data empiris di lapangan. Hasil penelitian ini menyatakan bahwa (1) apabila



pembelian sepeda motor rusak akibat modifikasi yang melanggar peraturan perundang-undangan yang ada seperti mengganti rangka besi sepeda motor tidak sesuai dengan nilai standar, perusahaan tidak bertanggung jawab atas kejadian ini, apabila konsumen dengan sengaja memodifikasi sepeda motor, 2) konsumen terkait dengan tindakannya yang melanggar peraturan, yaitu memodifikasi dengan rangka besi yang tidak sesuai dengan standar maka Sanksi yang dikenakan berupa denda dan pembinaan bagi pelaku terkait penggunaan sepeda motor modifikasi yang tidak sesuai dengan standar dan 3) Menurut peneliti, hukuman ta'zir untuk modifikasi kendaraan bermotor yang menyebabkan kecelakaan termasuk dalam jarimah ta'zir yang hukumannya ditentukan oleh pihak yang berwenang karena melanggar peraturan terkait manfaat.

**Kata Kunci:** Perlindungan Konsumen, Rangka besi, Non-Standar.

## INTRODUCTION

The amendment to the Constitution of the Republic of Indonesia in 1945, which contains content material on human rights, further emphasizes the recognition and protection of human rights, including the right to health contained in Article 28 H paragraph (1) (Pesulima, Matuankotta, & Kuahaty, 2021). The article states that "everyone has the right to live a prosperous life externally and mentally, to live and have a good and healthy living environment, and to access health services". The provisions in the 1945 Constitution were then implemented by Law Number 36 of 2009 concerning Health. Thus, everyone has the right and must get health in an optimal degree. Therefore improving the degree of health must continue to be sought to fulfill a healthy life. The fulfillment of the right to health of every Indonesian citizen can be in the form of obtaining health facilities and public services that must be provided by the state (Astari Sekarwati & Suparto, 2020)..

One of the ways the government protects and guarantees human rights is by providing legal protection to its citizens. The legal protection provided by the government is very diverse. It can be in the form of legal protection in the economic, social, and political realms. This is in line with Article 1, Paragraph (3) of the 1945 Constitution, which affirms that the Indonesian state is a state of law. So it is clear that, as a country of law, Indonesia must be able to carry out the elements of the state of law. The first is to ensure legal certainty and legal protection. The government should promptly establish regulations and laws that are adaptive to the changing times in order to prevent any legal vacuum. One of them is legislation related to consumer protection issues. This is solely for the fulfillment of human rights, namely the right of consumers to obtain good and clear products and consumer goods (Triwahyuningsih, 2018).

With the development of public needs and demands for goods or services, they can always be met due to the development of science and technology, as well as the development of activities to transport people and goods. The development of means of transportation in transportation activities is increasingly developing, following the needs and demands of the community. In general, most people rely heavily on their vehicles for transportation to fulfill

their mobility requirements. This is primarily due to the significant demand for transportation among the majority of Indonesians, which necessitates the use of vehicles, particularly motorcycles, to facilitate their dynamic lifestyles (Rumnah et al., 2022).

In this case, the automotive industry in Indonesia is experiencing progress for two-wheeled vehicles or motorcycles. This is because people have not felt the availability of efficient public transportation provided by the government. Besides that, another factor is the ease of buying new motorcycles today. Motorcycle manufacturers are currently competing to improve and create good innovations to attract public interest. Product quality is one of the factors that consumers consider when buying a product (Astari Sekarwati & Suparto, 2020).

Motorcycles are one of the most widely used means of transportation in the community. Motorcycles are widely chosen by the public because their price is relatively cheaper and more practical compared to cars. In the current era of globalization, especially in big cities that are often hit by congestion, motorcycles can be used as an alternative for supporting transportation facilities and infrastructure on the highway (Meang & Rade, 2023).

Any motorcycle that is operated will eventually experience a decrease in quality or strength in all its components. These components include engine parts, electrical parts, and frame or chassis parts. Especially for the frame, these components will experience fatigue and wear, especially on metal materials. This will certainly reduce the comfort of the rider when riding the motorcycle. This discomfort will be felt by the rider when braking, vehicle speed at high speeds, passing uneven roads, turning uphill, and on downhill road conditions (Lestari & Prasetyo, 2021).

If this condition fails to be solved by routine maintenance, the damage to the components will get worse and extend to other motorcycle components. In the end, the vehicle owner will need a large amount of funds to return the motorcycle to its original condition. If the standard motorcycle frame can function properly and according to the standard, then the frame must meet several requirements, including (Fibrianti, 2020):

1. Strong and sturdy, so that it can support engines and other vehicle equipment and be able to support passengers and loads without damage or deformation.
2. It is lightweight, so it does not overload the engine (increasing the effectiveness of the power produced by the engine).
3. Has a flexibility value that functions to reduce excessive vibration or shock due to uneven road conditions.

But nowadays consumers always ignore the importance of a good and standard motorcycle frame. This problem is familiar throughout Indonesia. It is undeniable that consumers prioritize trends or styles when riding motorcycles. With integrity like this, consumers always modify their motorcycles that do not meet the safety standards, such as modifying the exhaust, using small tires, removing brakes, and making changes to the engine

support. This poses a problem that the government needs to address, as it goes against the regulation mandate by the Regulation of the Minister of Transportation of the Republic of Indonesia Number PM 12 of 2019. These regulations aim to ensure safety, comfort, affordability, regularity in the use of motorcycles for the benefit of the community. By adhering to these regulations, comprehensive protection can be provided to consumers who ride motorcycles.

Research conducted by Sukmana et al. (2024) explains that 1) the existence of a hire-purchase agreement based on a need, which is based on the principle of freedom of contract. A hire-purchase agreement must, 2) be based on Article 1338, Paragraph (1) of the Civil Code. A hire-purchase agreement is a contract that facilitates the purchase of goods through installment payments, with specific terms about the duration of ownership rights. The objectives of this study are 1) to find out the provisions of a standard iron frame, 2) to find out consumer protection for Honda motorcycle users with non-standard motorcycle iron frames, and 3) to find out the sanctions for criminal violations of motorcycle users with non-standard motorcycle iron frames in the perspective of Islamic criminal law.

This research is a field research conducted at PT Astra Honda Peringgán. The author processes data with a qualitative approach, which is research that describes phenomena that occur in the field as they are in accordance with existing reality (Fatimah, Surawan, & Wahdah, 2022). In this study, the data sources used in data collection include primary data and secondary data. Primary data are obtained by the author through direct data collection from the source or place where the research object is carried out by the sampling method. The author's main source is the owner and worker of the cracker factory. The secondary data obtained from law, books, and related articles (Erick, Budiarta, & Karma, 2019).

## **DISCUSSION**

### **Standard Agreement between Honda Dealers and Motorcycle Customers**

According to Article 1, Paragraph (10) of Law Number 8 of 1999, "a standard agreement is every rule, provision, and condition that has been prepared and determined in advance unilaterally by a business actor that is outlined in a document and/or agreement that is binding and must be fulfilled by consumers" (Muhajir, Efendi, & Hamdi, 2023).

From the description of the article, it can be said that a standard agreement is a rule or condition that must be prepared in advance into a document that is binding in nature and must be fulfilled by consumers. According to Ayuni & Caniágo (2023), a standard agreement is a document or agreement made by one party who is "more dominant" than the other. It is said to be "standard" because neither the agreement nor the clause can and cannot be negotiated or bargained by other parties.

The description says that a standard agreement is a document made by one party only, and the agreement cannot be negotiated by the other party. Zaradiva & Megawati (2023) said that a Standard Agreement is an agreement whose content is standardized

and outlined in the form of a form. In practice, agreements grow into written agreements in the form of forms. This is because similar legal acts that always occur repeatedly and regularly involve many people, creating the need to prepare the content of the agreement first and then provide it when necessary.

In the standard agreement, it is considered valid if it has met the specified standard conditions. The validity of a standard agreement is if the standard terms are treated for the parties who want it. Zahara et al. (2023) said that there are three ways in which standard conditions apply, they are:

1. Contain them in the details of the agreement whose concept has been prepared in advance by one of the parties, usually entrepreneurs be they producers, distributors, or retailers of the product in question.
2. By loading it in shredded paper, either in the form of tables, receipts, bonds, receipts of goods, or others (pay attention to the shredded paper /bon/ or the sign of handing over goods from shops, supermarkets and so on).
3. By making an announcement about the enactment of standard conditions on the spot.

Based on the above opinion, the validity of a standard agreement can be determined if the parties who want the agreement meet the provisions of the standard conditions by signing the terms of the agreement. By accepting the standard terms, it means that there has been an agreement of will between the parties who promised, and these standard terms will have binding force.

As mentioned above, several types of standard agreements exist, called unilateral standard agreements. In this scenario, individuals seeking to purchase a motorcycle through credit or cash typically receive a form outlining the conditions for a motorcycle loan, which they must carefully review before applying for credit from the motorcycle company. Because consumers want to own a motorcycle, they accept the conditions determined by the company. In the event that some parties refuse to comply, despite it being a necessary step to obtain the desired goods, and to avoid any form of coercion during the implementation of this standard agreement, it would be beneficial for the agreement creators or entrepreneurs to remind the consumers about the standard agreement's existence (Suhendra & Rochmani, 2023).

This is in accordance with an interview conducted by Bang Dico, a Dealer of PT Astra Honda Peringgan, said:

"Consumers have been our inspiration so far in developing after-sales products and services that continue to evolve according to their needs. Through this momentum, we want to always be together with loyal Honda motorcycle consumers by giving appreciation and building a positive synergy. Therefore, there needs to be a good conspiracy also through the value of trust with each other so that it is necessary to make a book agreement or a joint agreement in the process of buying and selling motorcycles, so that later the integrity between the two parties can be grasped together without any mutual lawsuits".

Furthermore, a standard agreement often entails features that inflict significant harm on consumers, despite their obligation to secure their rights. Given the existence of this standard agreement, the Indonesian government recognized the need for a legal provision to safeguard consumer interests, leading to the formation of Law Number 8 of 1999. Article 4, the first part, regulates consumer rights, while Article 5 regulates consumer obligations. The second part, Chapter III of Law Number 8 of 1999 concerning Agreements with Consumers, states that the rights provided are in the form of comfort, security, and safety, voting, obtaining information, hearing complaints, obtaining agreements with, obtaining education, obtaining good service for consumers, the obligation of consumers to follow the instructions for the procedure for using an item, be in good faith in transactions, and follow dispute resolution efforts (Herlina & Santi, 2018).

In the second part of Chapter III of Law Number 8 of 1999 concerning Agreements with Consumers, Article 6 regulates the rights of entrepreneurs, while Article 7 regulates their obligations. Entrepreneurs' rights include the right to receive payment, the right to obtain an agreement with the law, and the right to self-defense, while their obligations include carrying out activities in good faith, providing correct information, serving consumers well, and compensating for damages (Herlina & Santi, 2018).

The provisions of Article 6 and Article 7 of Law Number 8 of 1999 are the rights and obligations of business actors, which are intimidated (have the same meaning) in the law, so that the obligations of business actors can be seen as consumer rights. Besides the previously mentioned rights, consumers also have the right to protection against the consequences of unfair competition. With the description mentioned above, it can be said that juridical (legally) agreements with consumers have several aspects, including: 1. legal aspects of agreements with civil consumers, including treaty law and material law; 2. the legal aspects of the agreement with the criminal consumer; 3. legal aspects of agreements with consumers, and 4. legal aspects of agreements with traditional consumers (Jardan & Mulyati, 2023).

### **Honda's Corporate Liability for Consumers Using Motorcycles with Non-Standard Iron Frames**

The frame is one of the most important parts of the vehicle because it is likened to the backbone of the vehicle, both cars and motorcycles. The frame houses almost all essential components. A material strong enough to withstand or bear the vehicle's weight must form the vehicle frame. The construction adapts to its function. Each vehicle's frame typically follows a similar shape due to specific requirements (Nawir, Rembrandt, & Hasbi, 2023).

The frame of a motorcycle has almost the same role as the frame of a human or animal. The frame on the motorcycle functions as a container for placing the engine, electrical system, and other equipment, as well as a support for passengers. Typically, the engine resides within the frame, and a type of joint connects the swing arm and front fork to the frame, enabling their movement. The frame on the motorcycle also functions to protect sensitive motorcycle components in the event of an impact. The frame incorporates additional components that contribute to its aesthetic appeal and driving comfort. The design of a frame is determined by several factors, including the size of the engine capacity (cc) installed, the ease of use of the motorcycle, and the economy of maintenance (Dwi, Matompo, & Lestiawati, 2019).

This has also been regulated in the Government Regulation of the Republic of Indonesia Number 44 of 1993 concerning Vehicles and Riders. According to Market 4's Second Paragraph, every motor vehicle, coupled train, and outboard train must have a runway frame that meets the following requirements (Dwi et al., 2019):

1. Able to withstand all loads, vibrations, and shocks of the vehicle and its load, equal to the number of vehicle weights allowed or the number of vehicle combinations allowed.
2. Either integrated or separately from the vehicle body in question;
3. Resistant to corrosion.

This is also in accordance with the results of an interview with Zico as a dealer of PT Astra Honda Peringgan, he mentioned that:

"PT Astra Honda has established its own operational standards specifically for the motorcycle frames we sell to consumers." We have tested the feasibility of this framework and conducted a thorough research process, demonstrating our boldness in selling motorcycles to customers. This trust has been dedicated by a legal institution, namely the Ministry of Transportation, and includes a motorcycle frame that meets standards or has good legitimacy under Perpu RI Number 14, which can be checked by consumers. PT Astra Honda Peringgan is a large company, and all risks related to our customers or consumers require that we think in detail about safety and comfort issues when riding. Therefore, the company has designed the motorcycle frame optimally according to its capacity. Last week, the Ministry of Transportation, through the Directorate General of Land Transportation, together with the National Transportation Safety Committee (KNKT), conducted research on the designed Honda motorcycle frame. The research team looked at the product quality control process, starting from the incoming material stage, press, welding, and coating. Control items, including the dimensions and thickness of the coating process, have been carried out and have met the requirements of global manufacturing standards."

From the explanation above, it is evident that the motorcycles offered to consumers have achieved a high level of quality and safety. Regulations on motor vehicles ensure the optimal quality of the motorcycle frame, as well as its safety and damage prevention. Any consumer who wishes to use a motorcycle can be confident that the products produced by PT Astra Honda Medan City Branch will not cause any concerns or mistrust. Protection of consumer rights has been provided and fulfilled properly and conditionally.

In essence, there are several steps that can be taken by consumers in making demands to producers through sellers. The steps are outlined below (Hamsona & Susilowati, 2019):

1. The consumer, through the seller, reports to the manufacturer (factory), accompanied by a basis proving the existence of hidden defects and that the fault is the result of the factory.
2. Upon receipt of the report, the seller will instruct the technician to investigate the error, identify any damage present in the new motorcycle, and identify the underlying causes of the damage.
3. If the damage can be known and it can be concluded that the damage is not due to a hidden defect but to misuse by the consumer, then the seller is not prepared to compensate for the loss.

The enactment of Law No. 8 of 1999, concerning consumer protection, provides a strong legal basis for consumers to demand their rights. In practice, in general, the manufacturer wants to be responsible for new motorcycles that are proven to contain hidden defects, but the responsibility of the manufacturer is not given directly to consumers who suffer losses. In this case, the manufacturer is responsible through the seller, and then the seller is responsible to the consumer.

Through the explanation above, researchers have analyzed that an iron frame that is not in accordance with the standard is not a form of damage that comes from the dealer, but rather a form of modification or deliberate design to meet the style or trend desired by the consumer. The widespread distribution of digital information systems, which feature a plethora of motorcycle-themed videos and movies, has a significant impact on consumers' mindsets, leading them to emulate certain styles and models. This, in turn, results in a modification or motorcycle frame that does not adhere to the standards, thereby violating government regulations. Therefore, aside from the damage types specified in PT Astra Honda Peringgan's Standard Operating Procedures (SOP), the company bears no responsibility. According to the company's constitution, PT Astra Honda bears no liability for consumers who use motor vehicles with non-standard iron frames. This is in accordance with the results of an interview conducted with Zico as a dealer of PT Astra Honda Peringgan, confirms that:

"The attitude of PT regarding iron frames that do not meet the standards is essentially not part of the company's domain. The company only provides



motorcycles that are in accordance with regulations and Perpu RI to consumers. The company also maintains a solid foundation, and the safety standards of the motorcycles we sell are clearly defined. Therefore, the company does not bear any liability or damage. When the company and the consumer have signed the agreement, the company only runs or implements what has been agreed, outside of that, it is not part of the company's responsibility, including motorcycles with iron frames that do not meet the standards. Consumers now prioritize the ownership of motorcycles they purchase, thereby denying the company the authority to regulate their use. However, PT. Astra Honda Peringgian persists in addressing such incidents, and the Ministry of Transportation consistently reaches out to us to assist in resolving these issues by offering a comprehensive guidebook on Honda motorcycles to every consumer who purchases one. The book provides comprehensive guidance on everything from motorcycle maintenance to warranty information, demonstrating the company's commitment to upholding the brand of PT Astra Honda. All Honda motorcycle buyers have received this information through webinars.”

In general, dealers are committed to treating consumers in the event of hidden damage to the motorcycle, and one form of attitude given is to provide a warranty to buyers when buying a new motorcycle. This helps guarantee a new motorcycle if it breaks down. Customers can claim compensation for a single motorcycle purchase based on the terms outlined in the warranty card. The warranty stated on the warranty card when buying a motorcycle is divided into several parts, each of which has a different replacement period, including (Muhajir et al., 2023):

1. If in the new motorcycle the engine, such as the cylinder and forget piston, are damaged, the dealer will provide a 5-year warranty.
2. When it comes to electricity on a new motorcycle, such as batteries and lights, the warranty is given for 6 months.
3. If the engine warranty is damaged according to the official provisions, the dealer is given a 3-year warranty, but specifically for replacing the engine warranty if there is damage, the dealer will not immediately replace it because the dealer will check the cause of the damage.

From the description above, it can be concluded that if the purchase of a new motorcycle finds hidden damage or defects in the equipment, the dealer will use various types of warranties included in the purchase contract to replace the motorcycle in accordance with the warranty period, and this is a regulation that has been set by the government as a form of attitude and responsibility of the Astra Honda company. However, if the damage arises from modifications that contravene the law or existing regulations, such as replacing the motorcycle's iron frame in accordance with the standard value, then the company cannot be held responsible for this incident, even if the consumer intentionally modifies the motorcycle. Even when consumers modify new

motorcycles in violation of the law, the company strictly prohibits immediate modification. This shows that Astra Honda Company continues to maintain the integrity of its work with consumers when purchasing motorcycles.

### **Consumer Protection of Honda Motorcycle Users with Non-Standard Motorcycle Iron Frame**

A consumer is literally a person or business who buys a particular product, uses a particular service, or uses inventory or a series of products. The Consumer Protection Law, namely Law Number 8 of 1999, states that consumers have the right to buy goods and/or all service users (Srisantyorini et al., 2021).

In general, before a product reaches consumers, it goes through a fairly long distribution process, starting from manufacturers, distributors, agents, retailers, and finally consumers, so that it is economical. There are two types of consumers, namely end-users and intermediary users. The end user refers to the individual who uses the product directly, while the intermediate user is the consumer who incorporates the product into the manufacturing process for another product (Luthfiyani & Ahyudanari, 2021).

A consumer who has consumed or used any product he obtains in the market by buying it or from another party without buying it, for example, because of a free gift or because one family member buys it and then consumes it together with another family member, Thus, it appears that there are two parts of the consumer group when distinguished in terms of how to obtain products for consumption, namely (Muhajir et al., 2023):

1. Consumers who purchase products from producers or business actors are those who have contractual relationships (agreements or contracts) with manufacturers or business actors.
2. Consumers who do not purchase goods or services, but instead obtain them through alternative methods, signify that they are not subject to any contractual obligations with producers or business entities.

Article 1, number 1, defines consumer protection as any effort that guarantees legal certainty to provide protection to consumers. The formulation of the definition of consumer protection contained in Article 1 of the UUPK has provided sufficient clarity. The UUPK, as stated by Luthfiyani & Ahyudanari (2021), expects "all efforts that guarantee legal certainty to serve as a fortress to eliminate arbitrary actions that harm business actors solely for the sake of consumer protection" (Luthfiyani & Ahyudanari, 2021).

Consumer protection is based on profit, fairness, balance, consumer protection, and legal certainty. According to Idrison, (2022), the Indonesian Consumer Protection Law is a law that regulates efforts to ensure the realization of legal protection for the benefit of consumers. The enforcement of consumer protection laws necessitates

upholding various principles, such as consistent efforts to implement the following concrete steps (Tanjung, 2022):

1. Upholding prohibitions that are grouped into actions of business people that can prevent trade (restrain on trade), in other words, it contains prohibitions for business actors to use dominant positions that aim to limit the market as well as technological development, and so on.
2. The prohibition of actions of business actors that result in reduced competition (lessen competition) contains the right of every member of society to be allowed to carry out any economic activities. Prohibitions that allow businesses to opt out of consumers.

The consumer protection law in force in Indonesia has a legal basis set by the government. The enactment of the Consumer Protection Law allows re-verification in the event of a dispute between consumers and entrepreneurs. If consumers perceive a violation of their rights, they have the option to lodge a complaint with the Consumer Dispute Settlement Agency (BPSK) and proceed with the legal process in court (Ornella Angelia, 2022). The law's implementation incorporates the regulation of consumer rights as a welfare state component. This is because the 1945 Constitution is also called the Economic Constitution, in addition to the Constitution, which contains the concept of a welfare state. It has grown under the influence of socialism since its founding in the 19th century.

Government Regulation Number 55 of 2012 concerning Vehicles states that a motor vehicle modification is a change in the technical specifications of the vehicle's dimensions, engine, and/or carrying capacity. If you want to modify a vehicle, you must get a modification recommendation from the brand holder's sole agent. Only public workshops appointed by the minister in charge of the industrial sector may make modifications for motor vehicles (Kurniasih, 2023).

Before making modifications, you must first obtain permission from the relevant parties, in this case the Ministry of Transportation. According to Article 277 of Law No. 22 of 2009 concerning Road Traffic and Transportation, violators can face criminal sanctions in the form of imprisonment for a maximum of one year or a maximum fine of IDR 24,000,000.00 (twenty-four million rupiah) (Muhajir et al., 2023).

The purpose of implementing the vehicle modification rules is to ensure the safety of motorists and other road users. Furthermore, it doesn't disrupt the flow of traffic, nor does it harm the pavement layer or the road's carrying capacity. The condition of the motorcycle used for daily use must be in accordance with the STNK and BPKB documents. If the motorcycle is modified and no longer matches its identity on the STNK and BPKB, then the vehicle owner can be fined. Safe motorcycle modifications can be done as long as they remain in accordance with the vehicle documents. For example, replacing wheels, tires that match the original size, handlebars, tanks, lights, or

adding accessories that are certainly not intrusive or conspicuous (Lubis & Zahara, 2024).

The following are the rules or provisions for motorcycle modification that do not violate the law.

1. The modifications do not alter the vehicle frame.

Each motorcycle frame already has a serial number recorded in the BPKB. It is better not to make changes to the frame, especially without taking into account the feasibility test, because it has the potential to cause damage and accidents. Typically, people only use the modified vehicle frame for exhibitions or modification contests.

2. The modifications do not involve replacing the vehicle's exhaust system.

In comparison, there are more adverse effects of modified exhaust (racing) than factory-built-in exhaust. A replacement vehicle exhaust will make the engine heat up faster, allowing the valves to loosen faster. As a result, the exhaust will sound like an explosion more often.

3. Replacing the motorcycle frame is not in accordance with standards.

Motorcycles that are modified not in accordance with the standards will pose a threat in driving. Motorcycle users will not feel comfort or tranquility. Moreover, the level of risk of accidents is also large.

Many teenagers today commit delinquency, particularly in the area of motorcycle modification, which is an inherent form of deviation in people's lives. Naturally, the authorities have undertaken various efforts or actions to address this problem. In this problem, the researcher gathered data on the criminal offenses sanctioned for motorcycle modification violations in Sukorambi Village by interviewing one of the resource persons, specifically:

"In 2018, I experienced coaching by the police because the motorcycle I used was not in accordance with the standards, it is no mirrors or exhaust brakes. If the children say now, it is a prototypical motorcycle model. In addition, the coaching carried out by the police was conducted with knowledge of the dangers of using the modified motorcycle and the violation regulations."

Thus, in the results of the interview, it can be concluded that the police are very close to the juvenile perpetrators who modify the motorcycle, so that the relevant perpetrators in their actions are subject to punishment in the form of fines and guidance for related perpetrators, especially guidance on knowledge related to the dangers of using modified motorcycles that are not in accordance with the standards and summonses to parents related to the follow-up of mediation and agreement letters not to repeat the act.

The fine is imposed in accordance with the rules set, and the coaching carried out provides a stimulus of knowledge about the dangers of modified motorcycles that do not meet standards and provides an overview of the rules that apply in traffic. So, this

coaching can create traffic conditions that are safe, comfortable, conducive, and do not harm others.

### Sanctions for Criminal Violations of Honda Motorcycle Users with Non-Standard Motorcycle Iron Frames in the Perspective of Islamic Criminal Law

The definition of responsibility or criminal sanction in Islamic law is the burden of a person with the consequences of an act or the absence of an act that he does of his own volition. Criminal liability in Islamic sharia is based on three things, which are (Agung Febrianto et al., 2023):

1. There are prohibited actions.
2. The act was done of his own volition.
3. The perpetrator knew the consequences of his actions.

The researcher defines the *ta'zir* sanction in Islamic Criminal Law as the punishment for altering a motor vehicle that results in an accident. This sanction applies to those who violate both Allah's and human rights, excluding hudud. The provisions of *ta'zir* are not specified in the Qur'an and hadith, so the provisions become a competition for local rulers. The granting of the right to determine the right of *ta'zir* to the ruler is intended so that they can regulate people's lives in an orderly manner and be able to anticipate an unexpected occurrence (Effendi & Widiabriade, 2021).

The determination of *ta'zir* must still closely adhere to the instructions of the *nash*, as it is a matter of public interest. The field of *ushul fiqh* studies provides a detailed description of the benefit requirements. For example, there are violations of motorcycle modifications. According to researchers, the general benefit if it is said that traffic regulations include *maslahat* because, as a result, it can cause an accident is that the existence of this *maslahat* is not supported by sharia and is not canceled or rejected by sharia in detail, but if this benefit is contrary to the *maqasid of shari'ah*, then the value of the benefit is lost (Kurniasih, 2023).

According to researchers, the punishment of *ta'zir* for modifications of motor vehicles that cause accidents is included in the *jarimah* of *ta'zir*, whose punishment is determined by the authorities for violating regulations related to benefits. In this case, *ta'zir* is the primary punishment for motorcycle modifications that cause accidents. This is also in accordance with the Qur'an Surah Al-A'raf verse 157 (Sitohang & Simangunsong, 2021):

الَّذِينَ يَتَّبِعُونَ الرَّسُولَ النَّبِيَّ الْأُمِّيَّ الَّذِي يَجِدُونَهُ مَكْتُوبًا عِنْدَهُمْ فِي التَّوْرَةِ وَالْإِنْجِيلِ يَأْمُرُهُمْ بِالْمَعْرُوفِ وَيَنْهَاهُمْ  
عَنِ الْمُنْكَرِ وَيُحِلُّ لَهُمُ الطَّيِّبَاتِ وَيُحَرِّمُ عَلَيْهِمُ الْخَبَائِثَ وَيَضَعُ عَنْهُمْ إِصْرَهُمْ وَالْأَغْلَالَ الَّتِي كَانَتْ عَلَيْهِمْ ۗ فَاَلَّذِينَ  
أَمَنُوا بِهِ وَعَزَّرُوهُ وَنَصَرُوهُ وَاتَّبَعُوا النُّورَ الَّذِي أُنزِلَ مَعَهُ ۙ أُولَٰئِكَ هُمُ الْمُفْلِحُونَ ۗ الَّذِينَ يَتَّبِعُونَ الرَّسُولَ النَّبِيَّ الْأُمِّيَّ الَّذِي  
يَجِدُونَهُ مَكْتُوبًا عِنْدَهُمْ فِي التَّوْرَةِ وَالْإِنْجِيلِ يَأْمُرُهُمْ بِالْمَعْرُوفِ وَيَنْهَاهُمْ عَنِ الْمُنْكَرِ وَيُحِلُّ لَهُمُ الطَّيِّبَاتِ وَيُحَرِّمُ

عَلَيْهِمُ الْحَبِيثَ وَيَضَعُ عَنْهُمْ إِصْرَهُمْ وَالْأَغْلَالَ الَّتِي كَانَتْ عَلَيْهِمْ فَالَّذِينَ آمَنُوا بِهِ وَعَزَّرُوهُ وَنَصَرُوهُ وَاتَّبَعُوا النُّورَ الَّذِي أُنزِلَ مَعَهُ بُولَئِكَ هُمْ الْمُفْلِحُونَ

The meaning: “They are` the ones who follow the Messenger, the unlettered Prophet, whose description they find in their Torah and the Gospel.<sup>1</sup> He commands them to do good and forbids them from evil, permits for them what is lawful and forbids to them what is impure, and relieves them from their burdens and the shackles that bound them. `Only` those who believe in him, honor and support him, and follow the light sent down to him will be successful.”

## CONCLUSION

Based on the researcher's analysis, the results of the research that became the problem in this study were that if the purchase of a new motorcycle finds hidden damage or defects in the equipment, the dealer will use various types of warranties included in the purchase contract to replace the motorcycle according to the warranty period, and this is a regulation that has been set by the government as a form of responsibility of the Astra Honda company. But if the damage occurs due to modifications that violate the law or existing regulations, such as replacing the iron frame of the motorcycle, which does not comply with the standard value, the company is not responsible for this incident. Consumers related to their actions that violate regulations, namely modifying with an iron frame that is not in accordance with standards, are subject to penalties in the form of fines and coaching for related actors, especially coaching on knowledge related to the dangers of using modified motorcycles that are not in accordance with standards, and summons to parents related to follow-up mediation and a letter of agreement will not repeat the act.

In the field of *ushul fiqh* studies, the requirements for benefits are explained in detail. For example, violations of motorcycle modification, according to the researcher, the general benefit if it is said that traffic regulations include benefits because, as a result, they can cause accidents is that the existence of these benefits is not supported by sharia and is not canceled or rejected by sharia in detail, but if these benefits are contrary to the *maqasid of sharia*, then the value of these benefits is lost. According to the researcher, the punishment of *ta'zir* for modification of a motor vehicle that causes an accident is included in the *jarimah ta'zir*, whose punishment is determined by the authorities for violating regulations related to benefits.

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