

Liability of the Lessee Who Pledges the Leased Object in a Lease Agreement at Transtour and Travel Jogja

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Abstract

Disputes in car rental agreements arise when renters pawn rented vehicles to third parties without the owner's consent, resulting in a breach of contract. To analyze this issue, the study used a legal-empirical method with a qualitative descriptive approach through the collection of primary data from interviews and secondary data from legal literature and relevant legislation. The problem was solved by assessing the lessee's legal responsibility and reviewing the dispute resolution mechanism used. The results of the study show that the act of pawning a rental car constitutes a breach of contract because it violates the obligations of use and return of the rental object, thereby giving rise to the lessee's responsibility to return the vehicle, pay the outstanding rent, and compensate for the damage. In addition, dispute resolution is carried out through non-litigation means, namely deliberation, which results in a compensation agreement without going to court.

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1. INTRODUCTION

Relationships between people are very important in today's world, especially in terms of fulfilling their needs. In social life, humans cannot live alone without interacting with others. These social interactions can give rise to legal actions that, in principle, regulate the relationship between individuals in fulfilling their rights and obligations. Through these legal relationships, various forms of agreements arise that bind both parties to fulfill their respective obligations in accordance with the agreed terms. One form of legal action that is often carried out by the community in everyday life is a lease agreement, in which the parties will mutually provide benefits and bear the responsibilities that arise from the agreement.

The city of Yogyakarta is often referred to as the “city of students” because it is one of the centers of higher education in Indonesia with more than 20 (twenty) universities. In addition to being called the “city of students,” Yogyakarta is also famous as a city with many interesting tourist destinations. This situation has led to an increase in the need for land transportation, especially cars and motorcycles. Transportation is becoming a very important necessity in today's world, given that in this era of globalization, everything is developing very quickly and everyone is required to be able to move quickly and have the necessary skills. This has resulted in an increase in demand for transportation among the public. Cars are one type of motorized vehicle that is in high demand among the public. The desire to drive a car in this day and age is quite high. However, not everyone has the means to own a private vehicle such as a motorcycle or car, which is why car and motorcycle rental services have become an efficient and affordable alternative solution.

The use of cars and motorcycles plays a very important role in supporting the daily activities of the community, whether it is for going on vacation to tourist attractions, going to work, or going to school. In addition to meeting the mobility needs of the local community, vehicle rental services are also needed for tourists visiting Yogyakarta. The numerous tourist destinations scattered throughout the Yogyakarta region, such as the white sand beaches located in the Gunung Kidul area, which is quite far from the city center, make car rental services increasingly important as a means of tourist transportation. On the other hand, in addition to car rental services for long-distance travel, motorcycle rental services are also highly needed and play a very important role, especially for needs such as boarding house students or college students who are studying and living away from home in Yogyakarta. The rented motorcycle can be used to go to campus and carry out daily activities.

Currently, vehicle rental businesses are popping up everywhere. This is one response to the increasing mobility needs of the community, especially in tourist areas such as the city of Yogyakarta. One of the car and motorcycle rental service providers in Yogyakarta is Transtour and Travel Jogja. Transtour and Travel Jogja offers a variety of practical and convenient transportation services for tourists and the local community. The services provided at Transtour and Travel Jogja are not limited to car and motorcycle rentals, but also include additional services designed by the rental company to accompany renters' needs during their trip. Services often offered by Transtour and Travel Jogja include private trips that allow customers to explore tourist destinations with flexible schedules and routes according to their preferences. In addition, Transtour and Travel Jogja also offers shuttle services from train stations and airports, making it easier for tourists and locals who need safe and punctual transportation. Not only that, this company also provides complete tour packages that invite customers to enjoy a variety of interesting tours in Yogyakarta with a selection of routes and times that can be adjusted. With these comprehensive services, Transtour and Travel Jogja is able to provide efficient and satisfying transportation solutions for its customers, making it one of the top choices in the vehicle rental sector in the Yogyakarta area. Car and motorcycle rentals carried out by rental companies certainly have their own rules and requirements. These rules and requirements aim to maintain good relations between the renter and the rental company.

A vehicle lease agreement is a type of agreement regulated in the Civil Code (KUHPerdata). Article 1548 of the Civil Code states that a lease agreement is “an agreement whereby one party undertakes to provide the enjoyment of an item to another party for a certain period of time in exchange for a price agreed upon by the latter party.” A person can lease various types of items, both movable and immovable. According to Yahya Harahap, leasing is an agreement between the lessor and the lessee. The lessor will hand over the goods to be leased to the lessee for their full enjoyment. An agreement made by both parties must be made without coercion, but rather as a voluntary agreement between both parties. In an agreement made by both parties, there will certainly be mutual trust between them so that no party will be disadvantaged. The party leasing the goods in a lease agreement only transfers the use of the goods by collecting rent from the leased goods, so in a lease agreement, the ownership rights to the leased goods remain in the hands of the lessor.

The rights of the lessor are to receive the agreed rental price, while the obligations of the lessor are explained in Article 1550 of the Civil Code, which consists of three types of obligations that must be borne by the lessor even if they are not specified in the agreement. These obligations include delivering the leased goods in good condition, maintaining the leased goods so that they remain fit for purpose, and indemnifying the lessee against any disturbance or claims from third parties. These provisions form part of the agreement that will bind the parties and form the basis for the legal relationship between the lessee and the

lessor. On the other hand, Article 1560 of the Civil Code explains the obligations of the lessee, which are to use the leased goods properly, pay the rent at the specified time, use the goods in good faith and not damage them, and return them in their original condition after the lease period ends. In addition to the above, the obligation for car renters is usually that the renter must submit identification as a form of identification, such as a KTP (Resident Identity Card) or SIM (Driving License). The identity card can be used as collateral if, in the future, the renter violates the terms of the rental agreement. This provision reflects the renter's right to obtain full rights to the rented item without interference from the rental company or third parties as long as their obligations are fulfilled.

The provisions regarding the rights and obligations of the parties are rules that govern how agreements should be implemented in accordance with existing laws and regulations. However, in practice, the implementation of agreements often deviates from the rules, one example being when the lessee pawns the leased goods, resulting in a delay in returning the leased goods to the owner, which violates the agreement between the lessee and the lessor. Such actions can be categorized as a breach of contract due to the delay in returning the leased goods. A breach of contract can occur due to the failure of the other party to fulfill their obligations and the non-fulfillment of the rights and obligations of the parties. Performance comes from the Dutch word “prestatie,” which means the fulfillment of a promise to comply with the terms of an agreement that has been made. Meanwhile, breach of contract or broken promise means poor performance. Breach of contract usually occurs because one of the parties involved in an agreement does not fulfill their obligations.

Breach of contract can also occur due to negligence, intent, or without fault (intent and negligence). The legal consequence of a breach of contract is that the aggrieved party in the contract agreement has the right to claim compensation from the party in breach. According to Article 1564 of the Civil Code, the lessee is responsible for any damage caused to the leased property during the lease period, unless the lessee can prove that the damage occurred through no fault of their own. One example is if the rented car breaks down and this is due to the car engine not having been repaired or serviced by the rental company, then this is the responsibility of the rental company and not the responsibility of the lessee.

In the implementation of a car rental agreement, the lessee should comply with the terms agreed upon in the agreement. However, in the case of Transtour and Travel Jogja, the lessee's obligation to return the rental car on time and in good condition was not fulfilled. The lessee did not return the car as they should have, but instead pawned the rented car to another party, resulting in the car not being returned on time. This action not only caused material losses to the rental company, but also violated the principles of trust and responsibility in the rental agreement.

Based on the above background, the problem can be formulated as “How to respond to a renter who pawns the rented car to another party without the owner's consent.” This issue is important to examine because the act of pawning an object has the potential to cause default, thereby disrupting the implementation of the agreement and causing losses to the vehicle owner.

2. METHOD

This type of research uses legal-empirical research. Legal research is legal research conducted by examining secondary data as the basis for research by conducting a search of legislation. Meanwhile, empirical research is research that uses primary data as the main data, and this research focuses on facts that occur in the field. Therefore, legal-empirical research is research that has a subject of study concerning community behavior. The community behavior studied is behavior that arises because of interacting with the existing normative system. This interaction arises as a form of community reaction to the

implementation of a legal provision and can also be seen from the behavior of the community as a form of action in influencing the formation of a positive legal provision. Through this brief study, the research entitled “The Responsibility of Tenants Who Pledge Rental Objects in Rental Agreements at Transtour And Travel Jogja” examines existing legal norms and regulations in relation to the reality on the ground.

This study used two types of data sources, namely primary data and secondary data.

1. Primary Data

Primary data is the main data obtained directly from car rental owners, administrators, and managers at Transtour and Travel Jogja, without going through any processing or interpretation by other parties. This data is intended to obtain information about the procedures applied by rental companies in handling issues caused by car renters who pawn their rental cars.

2. Secondary Data

Secondary data is data obtained from existing sources, serving as a supplement and support to primary data. The sources of secondary data in this study were obtained using studies and literature research in the form of documents, archives, and literature relevant to the study. The secondary data in this study are as follows:

- a. Primary Legal Materials

Primary legal materials are legal materials that have binding force and form the main basis for research analysis. The primary legal material used in this study is the Civil Code (KUHPerdata).

- b. Secondary Legal Materials

Secondary legal materials are materials that are closely related to primary legal materials and serve to clarify, support, and deepen the analysis of the primary materials. In this study, the secondary legal materials used consist of:

- 1) Books and scientific literature relevant to the research topic;
- 2) Related scientific articles and legal journals;

- c. Tertiary Legal Materials

The tertiary legal materials in this study are legal dictionaries and the Great Dictionary of the Indonesian Language (KBBI).

Researchers collected data through interviews involving direct interaction between researchers and research subjects to gain an in-depth understanding of individuals' views and perspectives related to the phenomenon being studied. Interviews were conducted in a question-and-answer format based on a pre-prepared interview guide. In addition to interviews, this study uses a literature review data collection technique by examining various written sources, such as books, journals, and others, as supporting materials.

This research was conducted at Transtour and Travel Jogja car and motorcycle rental, located on Jl. Ringroad Selatan, Tegal Krapyak Panggunharjo, Sewon District, Bantul Regency, Special Region of Yogyakarta.

Data analysis in this study uses a qualitative descriptive approach. This approach aims to systematically describe the phenomena and events found in the study to provide a normative assessment. All data obtained from the study are analyzed qualitatively and interpreted in the context of relevant legal frameworks and theories. The results of the analysis are presented in the form of an ultraline description that describes the reality that exists in the community and then connects it with the applicable laws and regulations.

3. RESULTS AND DISCUSSION

A. Profil Transtour and Travel Jogja

Transtour and Travel Jogja is one of the rental businesses located in the Yogyakarta area, specifically in the Bantul district. This rental business was established

in 2021 and is located at Jl. Jogja Ring Road Selatan, Tegal Krapyak Panggunharjo, Sewon District, Bantul Regency, Special Region of Yogyakarta, with the owner named Sigit Ari Prabwo. The purpose and objective of establishing this rental company is to open a business engaged in transportation services and exclusive tourist services in Jogja for consumers who need a car to go to a certain place or outside the area they want to visit, such as going home, traveling with family, family visits, and other consumer needs. Transtour and Travel Jogja also provides tour packages for customers who want to travel in Jogja. Renters will be offered several tour package options to choose from according to their destination during their stay in Jogja. Transtour and Travel Jogja offers a variety of group tour packages for vacation needs. The prices vary depending on the location chosen, whether it is located in the city of Jogja or outside the Jogja area, such as Prambanan and Borobudur. These Jogja exploration tour packages are available in various options, as follows:

1. Merapi Lava Tour Jeep.
2. The Lost World Castle.
3. Borobudur Temple.
4. Malioboro and Souvenir Center.
5. Prambanan Temple.

In addition to the package options provided by Transtour and Travel Jogja, renters or customers can submit special requests to the rental company regarding the tourist destinations they want to visit while in Jogja.

Renters who wish to rent a car with a tour package will receive the following inclusions: car transportation + fuel + driver, tour itinerary, mineral water, and choice of car to rent. These tour packages have been designed by the rental company to help renters enjoy the uniqueness and iconic attractions of Jogja's tourist spots. Additionally, these packages are structured to allow customers to explore each tourist destination without any obstacles, making the journey more comfortable and enjoyable.

Transtour and Travel Jogja offers a variety of car and motorcycle rental services at daily rates. Renters can choose between using a driver as an additional service from the rental company or renting a vehicle without a driver. There are two types of car rental contracts: a rental agreement for vehicles with a driver and a rental agreement for vehicles without a driver or self-drive.

The cars provided by Transtour and Travel Jogja for rent come in a wide variety of brands, types, and prices that can be tailored to the needs of the renter. All vehicles provided are always in good condition because they are checked regularly. The brands, types, and prices provided certainly have different options, depending on the renter's preferences, including the following:

1. All-In Car Rental (Car + Driver + Fuel)
2. Self-Drive Car Rental
3. VVIP Service Rental (Car + Driver + Fuel)

In addition to providing car rental services, Transtour and Travel Jogja also offers motorcycle rental services. These motorcycle options are very helpful for renters who want to travel short or long distances but need a fast and flexible mode of transportation. Transtour and Travel Jogja provides various motorcycle brands and types, including the following options:

1. PCX and NMAX
2. ADV
3. Mio
4. Scoopy
5. Vario

6. Beat Street/Beat Standard
7. Genio
8. Vespa S 125/LX 125, Vespa Sprint/Primavera, Vespa GTS

B. Terms and Conditions in the Rental Agreement at Transtour and Travel Jogja

In the rental agreement made at Transtour and Travel Jogja, there are several terms and conditions that must be fulfilled by both parties, the rental company and the renter. These terms and conditions are designed to ensure comfort and safety so that no misunderstandings arise during the rental agreement process. The following are the terms and conditions that must be met:

1. The lessee must show proof of identity in the form of a KTP (identity card) or SIM (driver's license).
2. The lessee must fill out the invoice sent by the rental company via WhatsApp message.
3. No refunds will be given to lessees who cancel their rental.
4. The renter is prohibited from driving under the influence of alcohol or drugs.
5. The renter is prohibited from transferring the rented vehicle to another person or party.
6. Transtour and Travel Jogja is not responsible for any negligence on the part of the renter, such as items left in the car.

With the terms and conditions agreed upon by both parties, rights and obligations arise for both. The fulfillment of these obligations is crucial in the execution of the rental agreement, as it forms the basis for a mutually beneficial partnership. Once both parties have fulfilled their obligations, the rights that are part of their agreement will be fulfilled.

C. Rights and Obligations of the Parties in a Lease Agreement

The following are the obligations and rights of the parties in the car rental agreement with Transtour and Travel Jogja:

1. Obligations of the lessor (Transtour and Travel Jogja)
 - a. Provide the vehicle to the lessee in accordance with the agreement.
 - b. Ensure that the vehicle to be rented is in good condition and free from defects.
2. Rights of the lessor (Transtour and Travel Jogja)
 - a. Receive rental fees in accordance with the time agreed upon in the agreement.
 - b. Receive compensation if the lessee commits a fault.
 - c. Receive the rented vehicle back in accordance with the agreed time.
3. Obligations of the lessee
 - a. Pay the rental fee in accordance with the agreed date.
 - b. Check the vehicle unit as it was at the beginning of the rental.
 - c. The lessee must care for, maintain, and preserve the rented car, including its interior, body, and engine. If damage occurs due to a flat tire, the lessee must replace the tire, but if other damage occurs that is not the fault of the lessee, the rental company will be responsible.
4. Rights of the lessee
 - a. Have full rights to the rented vehicle as agreed in the agreement.
 - b. To receive a vehicle that is safe and ready for use.
 - c. To receive a barcode for refueling the vehicle.

A rental agreement is an agreement that does not transfer ownership rights to the rented item, so the lessee only uses the rented item, but ownership of the item remains with the lessor. According to Article 1560 of the Civil Code, one of the main obligations

of the lessee is to use the leased item as a good steward, in accordance with the objectives and provisions stated in the rental agreement.

However, in practice, there are often irregularities committed by lessees in vehicle lease agreements. One such irregularity is when a leased vehicle is pawned by the lessee to a third party. In this case, the lessee has committed a breach of contract, which is wrong.

D. Responsibilities of Renters who Pledge Their Rented Cars.

The tenant's action of pawning the rented car to a third party has several legal consequences related to the debtor's responsibility in an agreement. In the case that occurred at Transtour and Travel Jogja rental, the delay in returning the rented car occurred because the rental object was transferred to a third party without permission from the rental company, which then resulted in the renter being unable to fulfill their obligations in accordance with the agreement, which is essentially a form of default or breach of contract. In the Civil Code (KUHPerdata), default can occur if the debtor (renter) fails to fulfill their obligations in terms of not implementing what has been agreed upon, being late in implementing, or implementing but not in accordance with the agreement. This is in line with the provisions of Article 1238 of the Civil Code, which states that a debtor is considered negligent if they fail to fulfill their obligations after being given a warning to fulfill the agreement.

The case shows that the lessee did not return the vehicle on time as stipulated in the lease agreement and even transferred the leased object to a third party through a pawn mechanism without the owner's consent. The transfer of the leased object without permission is contrary to the basic principle of lease agreements in Article 1559 of the Civil Code, which states that the lessee is prohibited from transferring the use of the goods to another party without the permission of the lessor, and if this prohibition is violated, the lessor may demand the cancellation of the agreement. In addition, the lessee is also responsible for any damage that occurs during the lease period, unless they can prove that the damage occurred through no fault of their own, as stipulated in Article 1564 of the Civil Code.

To follow up on this action, Transtour and Travel Jogja first issued a warning and reprimand to the lessee to immediately return the car and settle the outstanding rental payment. However, because the car was not returned, the rental company took steps to track the car's location through the GPS system and picked it up directly where it was located in an effort to secure the rental object. Next, Transtour and Travel Jogja chose to resolve the issue through non-litigation in the form of deliberation as a quick and efficient form of dispute resolution. At the mediation forum, the parties presented their respective reasons. The result of the mediation conducted by the parties was that the parties agreed that the lessee was responsible for:

1. returning the rental object, namely 1 (one) Honda Brio car
2. paying the outstanding rental fees
3. paying compensation for physical damage to the rental car in the form of scratches on the car body. In this case, the lessee shall pay compensation in the amount of IDR 1,000,000 (one million rupiah).

This settlement is in accordance with the provisions of Article 1234 of the Civil Code regarding compensation for damages due to default, which states that compensation must be paid if the debtor still fails to fulfill their obligations after being given a warning.

4. CONCLUSION

Based on the results of the analysis, it can be concluded that the tenant's responsibility in the event that the tenant pawns the rented car is to return the car to the owner, settle any outstanding rental payments, and compensate for any physical damage to the vehicle. Thus, from a civil law perspective, the lessee is not only responsible for returning the leased object, but also for recovering material losses arising from breach of contract. This case confirms that any form of deviation in the use of the leased object that is not in accordance with the agreement carries legal consequences for the lessee as the debtor in the contractual relationship.

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