



Legal Protection Of Clients Without Contract On Legal Services According To Consumer Protection Law

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Abstract: This article discusses the legal protection of clients without contracts in legal services according to Law no. 8 of 1999 concerning Consumer Protection. The purpose of this article is to find out the relationship between lawyers and clients in legal service agreements and to find out legal protection for clients without contracts on legal services according to Law no. 8 of 1999 concerning Consumer Protection. The method used is a normative article using library data. The result of this article is that the relationship between advocates and clients is a relationship in the form of a symbiotic mutualism that requires each other, as regulated in the Law on Advocates No. 18 of 2003 concerning Advocates that Advocates and Clients each have rights and obligations. where the advocate is obliged to provide legal assistance to the client and is entitled to an honorarium for his services. Meanwhile, the client is obliged to provide an honorarium to the advocate and is entitled to legal assistance from the advocate. while the legal protection to clients in the legal service agreement is regulated in Law no. 8 of 1999 concerning Consumer Protection, as well as the settlement method, namely through the general judiciary, the Advocate Code of Ethics Council Session, and arbitration.

Keywords: Legal Protection; Client; No Contract

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1. Introduction

Along with the times, which are currently in the midst of a multidimensional crisis, legal life shows the phenomenon of the absence of legal certainty and the absence of a sense of justice in obtaining legal services. Indeed, in this case, the ones who are mostly blamed are law enforcers themselves, such as the police, judges, advocates, and prosecutors. While Indonesia is a state of law, Indonesia upholds the rule of law. The formation of legal norms is essentially a statutory regulation.¹ The main characteristic of the state is the emergence of the government's obligation to realize the general welfare of its citizens. ²Therefore, all matters relating to law, both in the theoretical area (law) and in the practice area (trial proceedings), are things that must be considered for the achievement of legal development in Indonesia. This is where the existence of advocates becomes very important as part of the elements that participate in law enforcement in Indonesia. As someone who holds the profession of an advocate, he must be idealistic, so as an advocate who carries out this noble task, he must have strong independence, and is not bound to clients, and also not indiscriminately who his client's opponent is, strong groups, officials, businessmen and so on.³

The profession of an advocate or advocate and legal consultant is a noble profession and this profession is also a profession that is not foreign to today, the advocate profession is also supported by the Indonesian government by issuing regulations, legislation, and the Advocate Code of Ethics which aims to enforce the law in Indonesia that is by justice and avoids misuse of the profession to bring down or harm fellow advocates or advocates as well as with clients who are handled by advocates or advocates and legal consultants themselves. This has been the dream and dream of the Indonesian people since long ago, the State of Indonesia is a state of law full of justice enforced by an advocate or advocate or a legal consultant who always performs his duties based on the professional guidance of an advocate or advocate and consultant supported by the Advocates

¹Fence M. Wantu, dkk. "Kedudukan Peraturan Desa Dalam Sistem Pembentukan Peraturan Perundang-Undangan". *Jurnal Ius Civile*. Volume 4, Nomor 2, Oktober 2020. 201

²Julius T Mandjo Dan Suwitno Y Imran. "Implementasi Uud Negara Republik Indonesia Tahun 1945 Pasal 27 Ayat 2 Tentang Hak Untuk Mendapatkan Pekerjaan Dan Penghidupan Yang Layak Bagi Kemanusiaan". *Jurnal Majelis*. Edisi 08. September 2020. 84.

³Ema Melati, Perlindungan Hukum Terhadap Klien Dalam Layanan Jasa Konsultasi Hukum Ditinjau Dari Hukum Islam, Magister Ilmu Hukum Program Pascasarjana Fakultas Hukum Universitas Islam Indonesia 2017

Code of Ethics and the Law. Law on Advocates, so that injustice, or oppression in the field of law no longer exists in Indonesia.⁴

Law is a political product because the character of the content of each legal product will be largely determined or colored by the balance of power or political configuration that gave birth to it.⁵ All the hopes and dreams of the community and people who want to get legal assistance, and legal services become dreams and dreams that just disappear. Because it did not materialize by what had been expected. If you look at Indonesia in the era of modern life, legal consulting services use standard agreements or standard agreements where the agreement must be with an agreement between the two parties, namely an agreement between providing legal consulting services and those requiring legal consulting services themselves. ⁶In business activities or buying and selling of legal consulting services, there is a relationship that requires between the legal consultant service provider and the consumer (client), the interest of the legal consulting service provider is to obtain *an honorarium/fee* from transactions or agreements with consumers (clients), while the interests of consumers (clients)) is to obtain satisfaction through meeting their needs for the consultation provided by the legal consultancy.⁷

In such a relationship there are often inequalities between the two. Consumers (clients) are usually in a weak position and therefore can be exploited by legal consulting service providers who are socially and have a strong position. In other words, consumers (clients) are parties who are vulnerable to being exploited by legal consultations in carrying out their duties in overcoming problems or cases that are being faced by consumers (clients). Legal consulting services are felt lately often detrimental to consumers (clients) because legal consultations sometimes do not complete their tasks to completion in overcoming problems or cases that are being faced by these consumers (clients).

Legal aid in question is assistance obtained from a professional who can provide solutions to problems faced by clients and can assist them in the legal process.

⁴Peradi Nomor 2 Tahun 2007 Tentang Tata cara Memeriksa dan Mengadili Pelanggaran Kode Etik Advokat Indonesia.

⁵Ahmad Wijaya, Nasran Nasran. "Comparison Of Judicial Review: A Critical Approach To The Model In Several Countries". *Jurnal Legalitas*. Vol. 14, No. 2. 2021. Hlm 88

⁶Fence M. Wantu dan Usman Rasyid. "Redefinisi Kewenangan Komisi Yudisial Dalam Konstitusi: Upaya Mengharmonisasikan Putusan Pelaku Kekuasaan Kehakiman Indonesia". *Jurnal Majelis*. Edisi 08. September 2020.

⁷Sartono dan Bhekti Suryani, *Prinsip-Prinsip Dasar Profesi Advokat* (Jakarta: Dunia Cerdas) 2013 hlm.41

⁸One of the functions of law is to protect human interests. Meanwhile, to protect human interests, the law must be implemented and enforced. To arrive at certainty, the law must contain openness, so that anyone can understand the meaning of a legal provision. One law with another law must not be contradictory, because if so it becomes a source of doubt.⁹

Subekti defines an agreement as an event where one person promises to another or where two people promise each other to carry out something.¹⁰ An agreement is a legal event where one person promises to another person or two people promise each other to do or not to do something.¹¹ The agreement made by the advocate and the client in the advocacy agreement includes a reciprocal agreement, the client prioritizes rights and is obliged to provide obligations. Advocates also prioritize rights and realize their obligations. Defending his clients in the sense here, advocates only help their clients in terms of defense in the eyes of the law to get the rights and obligations of their clients, but in this position, the advocate cannot guarantee that when defending his clients the advocate must win the case of his clients.¹² Advocates determine the number of rights desired and the client's willingness to fulfill the rights of advocates who must account for the power given to carry out advocacy actions because advocates are entitled to receive their rights as stated in Law no. 18 of 2003 concerning Advocates.¹³

An example of the incident is the case of lawyer Razman Arif Nasution who filed a lawsuit against his client Richard Lee to the Central Jakarta District Court on Wednesday, May 11, 2022, on charges of default, for unilaterally deciding the power of attorney for the agreement as a legal representative. It was stated that Razman had suffered a loss of Rp. 20.7 billion, which consisted of Rp. 5.7 billion in material losses and Rp. 15 billion in immaterial losses. Initially, Razman Arif Nasution was the attorney of dr. Richard Lee, who was declared a suspect in the defamation case that was sued by Kartika Putri, and the alleged case of illegal access and attempts to remove evidence from his social media which is being

⁸Tim Penyusun Kamus Pusat Pembinaan dan Pengembangan Bahasa Departemen Pendidikan dan Kebudayaan, Kamus Besar Bahasa Indonesia, cet. 3, Jakarta: Balai Pustaka, hlm. 446.

⁹Fence M Wantu, Kestabilan Hukum, Keadilan, dan Kemanfaatan (Implementasi Dalam Proses Peradilan Perdata). Yogyakarta: Pustaka Pelajar, Cet Pertama 2011, hlm. 75-77.

¹⁰Abdul Halim Barkatullah, Urgensi Perlindungan Hak-hak Konsumen dalam Transaksi diECommencer, Jurnal Hukum, Nomor 2, Vol. 14 (April), hlm 256.

¹¹Hariri, Wawan Muhwan, 2011, Hukum Perikatan, Bandung: Cv. Pustaka Setia

¹²*Ibid*

¹³Yudhi Widyo Armono, Pelaksanaan Perjanjian Advokasi Antara Advokat Dengan Klien Dan Penentuan Besaran Fee Advokat, Journal : Rechstaat Ilmu Hukum Fakultas Hukum Unsa, Vol. 8 No. 1 Maret 2014

confiscated by the police. ¹⁴Doctor Richard Lee, admitted that he had cut off the power of Razman Arif Nasution as his attorney. According to a statement from the client that his attorney had made unpleasant statements against him, and Razman Arif Nasution's side had also held a press conference without the client's permission. Even doctor Richard objected and was offended by Razman's attitude in posting photos without his knowledge. He also asked Razman to take down the post, but Razman did not comply. This is because the client feels uncomfortable and is often cornered by Razman. This makes the client determined to revoke the power of Razman. And Doctor Richard also cut off the working relationship with Razman through an official letter. Now, Razman is no longer his attorney in solving the case that ensnared him. Richard's doctor already has a new attorney to replace Ramzan position.¹⁵

2. Problem

Problems about advocates and clients are common in the legal world which has a bad effect not only on the parties but has expanded even to the point of lowering the level of public trust in the courts and especially in advocates. It is undeniable that many advocates do not comply with the agreement or default. Therefore, in this article, it can be described how the use of client legal services without a contract according to Law no. 8 of 1999 concerning Consumer Protection, where the purpose of this article is to find out the relationship between advocates and clients in legal service agreements and To find out the legal protection for clients without a contract on legal services according to Law no. 8 of 1999 concerning Consumer Protection.

3. Method

This article uses the normative *law research method* or includes articles on legal systematics, articles on the level of legal synchronization, articles on legal history, and articles on comparative law. ¹⁶The Legislative Approach (*Statute Approach*) is an article that prioritizes legal material in the form of legislation as basic

¹⁴Advokatmengajukan gugatan terhadap kliennya.

<https://www.liputan6.com/showbiz/read/4993678/kronologi-razman-arif-nasutionlabrakrichard-lee-tim-advokat-sang-dokter-sampai-bikin-pagar-betis>

¹⁵Alasan Cabut Kuasa Razman Arif<https://www.tribunnews.com/seleb/2022/06/13/ungkap-alasancabut-kuasa-razman-arif-dokter-richard-lee-saya-nggak-nyaman-sering-dipojokkan?page=all>

¹⁶Mukti Fajar Nur Dewanta, Yulianto Ahmad, *Dualisme Artikel Hukum Normatif Dan Empiris*, Cet 2. Yogyakarta: Pustaka Pelajar, 2013, Hlm. 153

reference material in making articles.¹⁷ The data collection technique used in this article is a literature study. Literature studies are carried out by reading, studying, taking notes, and making reviews of library materials. The secondary data sources of this article are data obtained by conducting a literature review such as scientific books, laws on articles, and so on.¹⁸ Secondary data includes documents, books, and articles. The method of analysis of this article uses a qualitative method, which is to describe quality data in the form of regular, coherent, logical, non-overlapping, and effective sentences, making it easier to interpret the data and understand the analytical results, than the results will be used to discuss the problems posed.¹⁹ The analysis is the process of simplifying words into a form that is easier to read and also easy to interpret.²⁰ In this case, the data analysis used by the author is descriptive qualitative, namely the analysis that describes the state or status of the phenomenon in words or sentences, then separated by category to obtain conclusions.²¹ The data analysis method, namely qualitative, is a technique that describes and interprets the data that has been collected so that a general and comprehensive picture of the actual situation is obtained.²²

4. Analysis and Discussion

4.1. Client's Rights and Obligations in Legal Services

Rights are a balance of obligations that are both attached to each subject. For the obligations that have been fulfilled and carried out by a client, he is entitled to obtain his rights.²³ Although the law does not explicitly regulate the rights and obligations of individuals, often these rights and obligations are implicitly regulated. It is the same as legal protection provided by law. In human rights law, the state or government is the duty bearer. State obligations take three forms:

¹⁷Soerjono Soekanto dan Sri Mamuji, *Artikel Hukum Normatif (Suatu Tinjauan Singkat)*, Rajawali Pers, Jakarta, 2001, Hlm. 14

¹⁸Marzuki, "*Metodologi Riset*" Yogyakarta: Pt. Hanindita Offset, Hal 56

¹⁹Abdulkadir Muhammad, *Hukum dan Artikel Hukum*, Bandung, PT Citra Aditya Bakti, 2004, hlm. 127.

²⁰Masri Singaribun Dan Sofyan, *Metode Artikel Survey*, Jakarta: Lp3es, 1987, Hal. 263

²¹Suharsimi Arikunto. *Prosedur Artikel Suatu Pendekatan Praktek*, (Jakarta: Rineka Cipta, 2002), Hlm. 126

²²Lexy J. Moleong, *Metodologi Artikel Kualitatif*, (Jakarta : Ed. Rev, Remaja Rosdakarya, 2010), Hlm. 248

²³Adnan Mulya Dan Urip Sucipto, *Etika Dan Tanggung Jawab Profesi*, Deepublish, Yogyakarta, 2016. Hlm. 61.

respect, protection, and fulfillment. The obligation to respect is the state's obligation to refrain from intervening unless the law is valid.²⁴

The definition of rights is often equated with the meaning of protection. These two things, although they have similarities, have different grammatical meanings. A person's rights will only be given if he has fulfilled his obligations. However, the provision of protection is also obtained automatically even though the obligations have not been carried out. To obtain a further understanding of the protection provided by the law, a more concrete explanation will be made in the previous chapter where these sub-chapters will be explained the protection provided by several laws and regulations. Trust in the relationship between clients and advocates is one of the most basic and basic things. In this case, the client entrusts his legal problem to an advocate who can represent them to take care of all legal interests to fulfill the client's sense of justice.

The client's trusting relationship with his lawyer is manifested in several obligations that must be fulfilled by the client, such as:

1. The granting of this power of attorney will later be used as a basis for advocates to act to represent the legal interests of their clients in dealing with third parties. This power of attorney outlines the limitations that an advocate can do.
2. The client is obliged to provide all correct information. All information related to the legal problems faced by the client must be given in detail and correctly to the advocate so that the advocate can take care of the problem optimally according to the abilities and expertise possessed by the advocate.
3. The obligation for clients to pay honorariums to advocates who have carried out their duties. The award of an advocate's honorarium is usually determined based on the client's agreement with the advocate. However, in certain cases, sometimes an advocate does not charge any fees to his client if his client comes from an underprivileged group of people and requires legal assistance. This awareness to help the underprivileged is what makes the advocate profession a noble profession in the eyes of society (*officium mobile*).

²⁴Mustika, W. Septiani, N. Towadi, M. (2021). "The State's Responsibility in Fulfilling Human Rights during the COVID-19 Pandemi". *Advances in Social Science, Education and Humanities Research*, Vol 592. Hal 115

In addition, an advocate who has been given trust by the client must also maintain that trust. In this case, the obligations of an advocate as regulated in Law No. 18 of 2003 concerning advocates, include:

1. It is forbidden to discriminate against clients based on their gender, religion, politics, ancestry, race, culture, and social background. This means an advocate must be fair to all his clients indiscriminately.
2. Keep everything he knows from the client unless there are other provisions of the law.
3. It is forbidden to have other positions that require more manpower to harm his profession as an advocate.

The relationship between the client and his lawyer is usually stated in the form of a contract. This contract explains the rights and obligations of both parties as well as the scope of work that must be carried out by the advocate. Where the Contract can also be regulated regarding the resolution of disputes that may arise in the future between the client and his advocate, regarding fees and losses that may be borne by the client. The client can sue his advocate if in the future the advocate does not carry out or is negligent in carrying out his duties as specified in the contract, resulting in a loss for the client and vice versa (ps.1365 and 1366 of the Criminal Code).

This agreement can occur in several ways, but the most important is the existence of an offer and acceptance of the offer.²⁵ P in Chapters IV and V Articles 14-21 are as follows; The rights and obligations of advocates:²⁶

1. Advocates are free to issue opinions or statements in defense of cases that are their responsibility in the Court
2. Advocates are free in carrying out their professional duties to defend the case for which they are responsible
3. Advocates cannot be prosecuted civilly and criminally in carrying out their professional duties

²⁵Nurachmad, Much., 2010, Buku Pintar Memahami dan Membuat Surat Perjanjian Cetakan.1, Jakarta: Transmedia Pustaka

²⁶Soerjono Soekanto, Sosiologi Suatu Pengantar, Jakarta: Raja Grafindo Persada, 2013, hlm. 228.

4. Advocates have the right to obtain information, data, and other documents, both from government agencies and other parties related to these interests
5. Advocates in carrying out their professional duties are prohibited from discriminating treatment of their clients based on gender, religion, politics, ancestry, social and culture
6. Advocates cannot be identified with their clients in defending client cases by the authorities
7. Advocates are obliged to keep everything that is known from their clients;
8. Advocates have the right to confidentiality in their relationship with clients, including the protection of their files and documents
9. Advocates are prohibited from holding other positions that are contrary to the interests of their duties and the dignity of their profession
10. Advocates are entitled to receive an honorarium for legal services that have been provided to their clients.

The relationship between an advocate and his client is seen by the advocate as an *officer of the court*, which has two juridical consequences as follows;²⁷

1. The court will monitor and even force the Advocate to always comply with the provisions of the law or appropriateness to his client, including defending his client as much as possible by the *fiduciary obligations* he bears.
2. However, on the other hand, because advocates must defend their clients to the maximum extent possible without compromise, then advocates must be careful when faced with defending their clients, perhaps in full compliance with applicable laws, as stated in Canon 7 of the *Code of Professional Responsibility* . from advocates in the United States that advocates must represent their clients zealously within the limits of applicable law. “A lawyer should represent a client zealously within the bounds of the law”.

There are three types of legal systems that apply in Indonesia, namely the customary law system, civil law, and Islamic law. ²⁸Advocates in acting must

²⁷Munir Fuady, Dalam Profesi Mulia (Etika Profesi Hukum Bagi Hakim, Jaksa, Advokat, Notaris, Kurator, dan Pengurus), Bandung: Citra Aditya Bakti, 2005, hlm. 33-34.

²⁸Bakung, Dolot Alhasni, dan Muhtar, Mohamad Hidayat. (2020). “Determination of The Legal Protection of RightHolders to Neighboring Rights”. *Jambura Law Review*. Vol 2. No 1. Hal 67

remain within the limits set by law. Do not take disgraceful actions and respect the code of ethics of advocates and the noble values of the legal profession. The relationship between lawyers and clients does not always go well. There are times when trust turns into a dispute that is difficult to resolve through casual communication. This can happen because of various factors, such as advocates and clients no longer agreeing, advocates acting outside the agreement failing the client, honorarium problems (*fees*), and so on.²⁹

4.2. Legal Protection for Clients Without Contracts in Legal Services According to Law Number 8 of 1999 concerning Consumer Protection

Society in its life has a life and a burden of responsibility, both of which are correlated with rights and obligations, which then lead to the protection of the individual community. in the context of the need to fulfill legal protection itself philosophically, such as consisting of:³⁰

- 1) The great need of society for public security, as a need for peace and order has dictated the beginning of the law, has prompted humans to seek a definite basis in the form of rules governing human actions that can prevent arbitrary actions both from judges and from individuals, which can finally establish a strong and stable society.
- 2) On the other hand, the pressure of the public interest is not so urgent, but there is a need to adapt to the needs in the field of public security and to make new compromises continuously in society because of changes that occur in society continuously and for this reason adjustments are needed. - adjustment.

Protection of clients can be found in Law Number 8 of 1999 concerning Consumer Protection. Although it does not explicitly mention the client in the articles, as discussed earlier, the client is part of the consumer's understanding of the service sector, so arrangements that protect consumers also protect clients. The settings that protect clients, among others:

1. Client protection for services offered by lawyers are regulated in Chapter IV, specifically, namely article 8 (letters a, d, f, and i), Article 9 (letters c, e, i, j,

²⁹Salim, 2003, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, Jakarta: Sinar Grafika

³⁰Towadi, M. & Mustika, W. (2022). Menggagas "Sister City for Smart City" sebagai Optimalisasi Peran Hukum Internasional di Gorontalo, *Jurnal Ilmiah Penegakan Hukum*, 9 (1). Hal 89

and k), Article 10 (letters a to e), article 11, article 12, article 13 point 1, and article 15. This chapter regulates all matters relating to the services offered, starting from how to trade services, limitations in promoting services, and providing information misleading. Clients are protected from fraud or providing misleading information.

2. Protection of clients in the event of coercion of will by advocates to include a standard clause. It is regulated in Chapter V Article 18 where clients are protected from all forms of coercion by lawyers. The form of coercion that is protected here is protection against indirect coercion to include a standard clause regarding the transfer of responsibility from advocates to clients.
3. Client protection for the liability provided by an advocate in the event of a loss related to the services provided. It is regulated in Chapter VI, specifically Article 19 (paragraphs 1,2, and 4), article 22, article 23, article 24 (paragraph 1 letters a and b), article 26, and article 28, where clients are given guarantees regarding matters for which lawyers can be held accountable and the forms of such accountability.
4. Client protection through guarantees of government intervention in protecting their interests. It is regulated in chapter VII, chapter VIII, chapter IX, chapter XI, chapter XII, and chapter XIII (Articles 29 to 63). In chapter VII, the government actively participates in protecting the interests of clients through the supervision and guidance of advocates. Meanwhile, chapter VIII, chapter IX, and chapter XI contain the formation of agencies as a tangible manifestation of government intervention in protecting the interests of consumers actively.
5. Client protection for all existing provisions that can be used to protect consumer interests It is regulated in Chapter XIV Article 64, which is about transitional provisions. In this article, all provisions that have ever existed that harm consumers are considered null and void. All the canceled arrangements must again refer to the provisions of Law no. 8 of 1999 concerning Consumer Protection. If there are provisions regarding consumers that are not regulated in Law no. 8 of 1999 concerning Consumer Protection, the provisions remain valid and can be used to protect the interests of consumers.

Protection which is a special characteristic of Law no. 8 of 1999 concerning Consumer Protection is protection regarding the burden of proof and the

expansion of the applicability of all provisions aimed at protecting consumers. Regarding the burden of proof contained in Article 22 (criminal) and Article 28 (Civil) the burden of proof is on business actors. The consumer only needs to postulate/sue the business actor if he feels aggrieved (does not rule out the need for proof to be carried out by the consumer). It is the business actor who must prove that the goods and/or services they produce do not harm consumers. While article 64 provides legitimacy for any provisions that can be used to protect consumers, as long as they do not conflict with the enactment of Law no. 8 of 1999 concerning Consumer Protection.

The protection of clients is also regulated in the Civil Code. Some of the terms used do not directly mention the words of consumers and clients, but the arrangement and description of the relationship between the parties can indirectly be used to describe the relationship between advocates and their clients. These settings can also be used as a basis for protecting clients.³¹

The discussion of protection between clients and advocates will be limited to Book III Regarding Engagement. In this chapter, there are protections provided by the Civil Code to clients about partners who are bound in a partnership. The setting in this chapter is relevant to use because in general, the form of a *law firm* in Indonesia is an alliance with a firm. The regulations related to such protection include:

- 1) 1642 of the Civil Code: A client may demand the fulfillment of a counter-achievement, as stated in a power of attorney, to a law firm if the power of attorney contains the signature of an ally who has been authorized according to the law firm's articles of association.
- 2) Article 1643 of the Civil Code: Guarantee the implementation of the distribution of responsibilities to each partner. This article can be used to protect a client from *defaulting on* one or more partners of a law firm from the obligation to fulfill their counter-performance. So with this provision, a client gets protection regarding the participation of each partner being responsible based on their respective share.
- 3) Article 1797 of the Civil Code: ³²Protecting clients from *ultra vires actions* carried out by advocates, where the advocate's actions must not exceed

³¹Sukris Sarmadi, "ADVOKAD" Litigasi Dan Non-Litigasi Pengadilan Menjadi Advokat Indonesia Kini, CV.Mandar Maju, Bandung, 2009, Hlm. 82

³²Article 1797 of the Civil Code

the things that have been authorized to him as stated in the mutually agreed power of attorney.

- 4) Article 1800: All losses and interest arising from not doing the work will be the responsibility of the power of attorney.
- 5) Article 1801: Protects an attorney from actions that are intentionally or due to negligence carried out by an attorney, which is detrimental to the interests of the power of attorney.
- 6) Article 1802: Protecting the power of attorney from non-transparency of an attorney. In this case, an advocate must continue to provide reports to the client, related to the work he does.
- 7) Article 1803: In this case, an initial advocate must still be responsible to the client for all losses incurred by his successor advocate.
- 8) Article 1812: This protection is given, in addition to protecting the interests of advocates (through retention rights), it can also be used to protect the interests of clients in good faith, whereby by paying all the necessary fees, he has a guarantee that his property is under the power of the advocate will be returned to his power.³³
- 9) Article 1321: Protects consumers from all forms of coercion or deception by advocates in drafting an agreement to grant power of attorney.
- 10) Article 1367: Protecting the interests of the power of attorney by obtaining accountability for the losses suffered by the parties responsible for supervising the work of the power of attorney.
- 11) The validity of these articles in the defense of the interests of the author's client is limited to the scope of the three laws and regulations. There may be other related arrangements that can be used to protect the interests of clients in other laws and regulations, other than the laws used in this thesis.

The law recognizes principles such as expediency, justice, balance, and legal certainty. Well, if it is associated with this research, especially about consumer protection. So we can see some outlines, namely:

³³Article 1812 of the Criminal Code er

- The principle of the benefit itself is intended to mandate that all efforts in the implementation of consumer protection must provide the maximum benefit for the interests of consumers and business actors as a whole. So if you look at the cases that occurred, especially those described above, the principle of expediency is not yet present because the benefits obtained by clients from legal assistance are not available what is obtained is a loss because they have paid legal services to advocates but the advocates do not have good intentions.
- The principle of justice is intended so that the participation of all people can be realized maximally and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations fairly. So consumers should get justice and after fulfilling their rights to advocates, they should also get their rights but in reality, this principle has not been implemented properly in the cases that have been stated.
- The principle of balance is intended to provide a balance between the interests of consumers, business actors, and the government in a material or spiritual sense. When viewed from this research, the balance of rights and obligations between clients and advocates is one-sided. Where advocates are located, the protection is higher with the right of immunity that advocates cannot be prosecuted for their profession, while clients must pay an honorarium in return for legal services provided.
- The principle of legal certainty is intended so that both business actors and consumers obey the law and obtain justice in the implementation of consumer protection, and the state guarantees legal certainty. If you look at the agreement made between the advocate and the client without a new legal service agreement, this creates legal uncertainty because if one of the parties is in default, it cannot be prosecuted. After all, no evidence can be brought to court.

5. Conclusion

Legal protection for clients without contracts in legal services is regulated in Law no. 8 of 1999 concerning Consumer Protection, where clients are protected from all forms of coercion by advocates. Legal protection is protection that protects human rights that are harmed by others and protection is given to the community so that they can enjoy all the rights granted by law. Therefore, the legal services provided in general can be in the form of always providing information and

developments regarding problems or cases faced by justice seekers or clients, providing solutions or good solutions to problems or cases encountered, and providing all files or documents for justice seekers or clients if the problem or case has been completed, completing tasks or cases that have been delegated or authorized by justice seekers or clients to advocates properly, strives to be on time in resolving problems or cases that have been agreed between advocate with the client, so that there is no broken promise between the two parties. All of that is a form of legal protection, protection of the rights of justice seekers or clients so that the rights of clients are fulfilled, because in positive law if one of the rights between the two parties is not fulfilled and breaks a promise, there will be a default.

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