

THE POSITION OF THE CONSUMER DISPUTE SETTLEMENT BODY IN THE EFFORT TO SUBMIT A CONSUMER DISPUTE OBJECTION

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Abstract

The purpose of this study is to analyse PERMA No. 1 of 2006 which is a guideline for the District Court as well as consumers and business actors regarding the procedure for filing objections to decisions of the Consumer Dispute Resolution Agency (BPSK) which had not previously been regulated in the UUPK Law. One of the things that is regulated in PERMA No. 1 of 2006 through Article 3 paragraph (3) is that the Consumer Dispute Resolution Body is not a party to the filing of objections to consumer disputes. Article 3 paragraph (3) of PERMA No. 1 Of 2006 contains new norms that were not previously regulated by the UUPK. This research discusses the ratio legis of BPSK not being a party in the objection of consumer disputes and how the legal consequences of BPSK as a Respondent in the objection of consumer disputes. This research is a doctrinal legal research that uses statute approach and conceptual approach. The results of the analysis of the writing of Article 3 paragraph (3) of PERMA No. 1 Of 2006 as a form of affirmation that BPSK is not a party, but an institution that has the duty and authority to handle and resolve consumer disputes. The existence of Article 3 paragraph (3) of PERMA 1/2006 gives legal consequences that if BPSK is included as a party to the objection, the District Court will give a decision that the lawsuit cannot be accepted. Although there are differences in the regulations in UUPK and PERMA 1/2006, with the existence of the AAPS Law, if there are problems related to arbitration at BPSK, the legal rules used are special rules, namely UUPK and its derivative rules including PERMA 1/2006.

Keyword: Arbitration; Consumer; Dispute; Protection; Settlement.

A. INTRODUCTION

The consumptive behaviour of the Indonesian people accompanied by technological developments and the availability of various online shopping applications that make it easy for consumers to make buying and selling transactions anywhere and anytime without having to meet directly with business actors, is one of the factors causing the increasing problems that

occur between consumers and business actors in Indonesia. The rapid flow of economic turnover in Indonesia does not rule out the possibility of *unfair trade* carried out by business actors using business methods that can harm consumers with the aim of obtaining maximum profit¹, where the imbalance of position between consumers and business actors occurs because of the way business is conducted by business actors, starting from advertising, promotion, sales methods, and the application of standard agreements that will cause harm to consumers.

Nowadays, legal rules regarding consumer protection are very important, apart from being an effort to protect consumers in order to avoid *unfair trade* by business actors, it is also the basis of protection for business actors so that their rights are not neglected by the existence of regulations governing consumer protection.² The presence of legal rules regarding consumer protection is not intended to weaken the position of business actors in running their business, but in order to create a healthy business climate and give birth to business actors who are resilient in facing competition through services and the provision of quality goods and / or services.

The normative provisions regarding consumer protection have been provided by the state through the establishment of Law Number 8 Year 1999 on Consumer Protection (UUPK). The presence of the GCPL is an effort by the government to protect the rights of Indonesian consumers so that they are not violated by business actors who apply ways of doing business that are detrimental to consumers.³ The violation of consumer rights by business actors has the potential to cause disputes between consumers and business actors because both will maintain the truth that each party believes. Consumers will try to defend their rights to obtain compensation for violations committed by business actors. Conversely, business actors will oppose any violations of consumer rights committed by them. GCPL has provided an institution that has the authority to resolve disputes that occur between consumers and business actors, namely through institutions within the general judicial environment or through consumer dispute resolution institutions outside the general judicial system.

GCPL requires the establishment of an out-of-court dispute resolution institution that specifically resolves disputes that occur between consumers and business actors, namely the Consumer Dispute Resolution Agency (hereinafter referred to as BPSK). BPSK is present as a small-scale and simple case settlement institution (*small claim court*) to answer the demands of the community so that the process of resolving consumer disputes runs quickly, simply and cheap.⁴ One of BPSK's duties and authorities as stipulated in Article 52 of GCPL is to handle and resolve consumer disputes

1 Anggie Fauziah Dwiliandari., Dilematika Pelonggaran Pengawasan Aksi Merger Sebagai Kebijakan Reformasi Pemulihan Ekonomi, *Jurnal Persaingan Usaha*, Vol. 4, 2021, page.49

2 Ukas dan Lenny Husna, Unfair Trade Dan Anti-Dumping Code, *Jurnal Cahaya Keadilan*, Vol. 10 No. 2, 2022, page.1-10.

3 Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen (n.d.).

4 Celina Tri Siwi Kristiyanti., *Hukum Perlindungan Konsumen*, Jakarta, Sinar Grafika, 2019.

through conciliation, mediation or arbitration. The BPSK's authority as conciliator, mediator, or arbitrator is born from an agreement on how to resolve disputes between consumers and business actors.

In handling and resolving a consumer dispute, BPSK has the authority to conduct research and examination of evidence of letters, documents, evidence of laboratory test results, and other evidence either submitted by consumers or by business actors. Dispute settlement at BPSK has the principle of fast, cheap and simple.⁵

The establishment of Supreme Court Regulation No. 1/2006 regarding the Procedure for Filing Objections to Decisions of Consumer Dispute Settlement Bodies (hereinafter PERMA 1/2006) is to serve as a guideline for the District Court as well as consumers and business actors regarding the procedure for filing objections to BPSK decisions, which had not previously been regulated in the GCPL Law. If guided by Law No. 30/1999 on Arbitration and Alternative Dispute Resolution (hereinafter referred to as the AAPS Law), which is a general regulation on dispute resolution through arbitration, there is no norm that regulates that the arbitration body is not a party to the cancellation of an arbitration award, meaning that the cancellation of an arbitration award can be requested to the District Court by involving the arbitration body that examined and decided the case as the Respondent in the request for cancellation of the arbitration award.

Sembiring (2021) in his research states that the dispute resolution body is a support in the midwife of quasi-judiciary where BPSK decisions must be seen as permanent legal force. However, when compared to the principles inherent in the mechanism, if you look at the case at BPSK PN class I A in the Padang District Court, it can be done if the objection effort has fulfilled the requirements in filing a PN objection with a grace period of 14 days from the announcement of the BPSK decision.⁶

The difference in norms between the AAPS Law and PERMA 1/2006 regarding the position of BPSK as a dispute resolution body by way of arbitration in an objection to its decision causes legal uncertainty as to whether BPSK is also subject to the AAPS Law so that BPSK can become a Respondent party that can provide information directly in an objection filed by a business actor or consumer to the District Court. Therefore, it is necessary to study *the ratio legis* of Article 3 paragraph (3) of PERMA 1/2006 regarding BPSK not being a party in the objection of consumer disputes and the legal consequences of BPSK as a Respondent in the objection of consumer disputes.

Therefore, the purpose of this study is to analyse PERMA No. 1 Of 2006 which is a guideline for District Courts as well as consumers and business actors regarding the procedure for filing objections to decisions of the Consumer Dispute Settlement Body (BPSK) which had not previously

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- 5 Radhyca Nanda Pratama; et.al., Reevaluasi Penyelesaian Sengketa Perbankan Melalui Badan Penyelesaian Sengketa Konsumen, *Supremasi Hukum*, Vol. 30, 2021, page. 56–72.
 - 6 Susanti Sembiring dan Bisma Putra Pratama., Upaya Keberatan Atas Putusan Badan Penyelesaian Sengketa Konsumen Dalam Kasus Penarikan Unit Kendaraan Bermotor, *JIEE*, Vol. 1 No. 2, 2021, page.55–64.

been regulated in the GCPL Law. One of the things that is regulated in PERMA No. 1 Of 2006 through Article 3 paragraph (3) is that the Consumer Dispute Resolution Body is not a party to the filing of objections to consumer disputes. Article 3 paragraph (3) of PERMA No. 1 Of 2006 contains a new norm that was not previously regulated in the GCPL. This research discusses the *ratio legis* of BPSK not being a party in the filing of objections to consumer disputes and how the legal consequences of BPSK as a Respondent in the filing of objections to consumer disputes.

B. RESEARCH METHODS

The form of research in this paper will use a Doctrinal research approach, because in order to answer questions on the formulation of the problems expressed earlier, researchers will place more emphasis on getting the author's view or paradigm on the issues and/or norms under study. The author will focus the writing on the discussion of legal theory and also legal sources that become research data. The process of processing and testing legal substance using legal doctrine in order to find, construct, or reconstruct rules or principles⁷. The theoretical basis used comes from "internal" legal and "external" sources. "Internal" sources of theoretical foundations are measures that come from the law itself, such as legal principles, values, or hierarchy of laws and regulations.

C. RESULTS AND DISCUSSION

1. The Ratio legis Article 3 Paragraph (3) PERMA 1/2006 Regarding BPSK Not Being A Party In Consumer Dispute Objection Proceedings

Ratio legis is the rationale behind the enactment of a law.⁸ The establishment of PERMA 1/2006 was due to the fact that UUPK had not yet regulated clearly and thoroughly the procedural procedures for filing objections to BPSK decisions. GCPL only regulates⁹ : the period for filing an objection to a BPSK decision to the District Court is 14 working days after receiving notification of the BPSK decision (Article 56 paragraph (2) of GCPL Law); the period for the District Court to decide on the objection to the BPSK decision is a maximum of 21 days from the receipt of the objection (Article 58 paragraph (1) of GCPL Law); the period for filing a cassation to the Supreme Court (hereinafter referred to as MA) is a maximum of 14 days (Article 58 paragraph (2) of GCPL Law); then, the period for the Supreme Court to decide on the objection to the District Court's decision is 30 days after receiving the cassation request (Article 58 paragraph (3) of GCPL).

The rules regarding objection efforts in UUPK cause confusion for parties who will file an objection to the District Court, and will also cause

7 Reza Banakar dan Max Travers, *Theory and Research in Socio-Legal Research*, Portland, Hart Publishing, 2005.

8 Peter Mahmud Marzuki, *Teori Hukum*, Jakarta, Kencana, 2020.

9 Peraturan Mahkamah Agung Nomor 1 Tahun 2006 Tentang Pengajuan Keberatan Terhadap Putusan Badan Penyelesaian Sengketa Konsumen, (n.d.).

confusion for the District Court who will conduct an examination of the request for objection to the BPSK decision. The Supreme Court's purpose in establishing PERMA 1/2006 can be seen in the weighing or consideration section of the PERMA. According to Maria Farida, the consideration in laws and regulations is the part that contains a brief description of the main ideas that form the background and reasons for making the regulation.¹⁰ In the preamble of PERMA 1/2006, there are 5 reasons that form the background of this regulation, namely is : Decisions of the Consumer Dispute Settlement Body (BPSK) which are final and binding in essence cannot be appealed, unless certain conditions are met as stipulated in this Supreme Court Regulation; Until now, there is no provision regulating the procedure for filing an objection to a decision of the Consumer Dispute Settlement Body (BPSK); The absence of regulation on the procedure becomes an obstacle for the District Court in examining the objection; To expedite the examination of objections against BPSK decisions, the Supreme Court deems it necessary to regulate the procedure for filing objections against BPSK decisions with a Supreme Court Regulation; Prior to the revision of Law No. 8 Year 1999 on Consumer Protection, it is necessary to make a Supreme Court Regulation to facilitate the implementation of the law.

In the consideration letter a of PERMA 1/2006, it is explained that the presence of PERMA 1/2006 does not deviate from the provisions of UUPK regarding the final and binding nature of BPSK decisions, but the Supreme Court only adds conditions that were previously not regulated in UUPK so that BPSK decisions can be submitted for cancellation to the district court. In the reasoning letters b, c, d, e of PERMA 1/2006, the Supreme Court felt that there was a need for a regulation governing the procedure for filing objections to BPSK decisions so as to equalise the perception of the lower judicial institutions in handling cases of objections to BPSK decisions. The GCPL Law does not regulate the parties involved in the objection of BPSK decisions to the District Court. So that the parties involved in the objection process try to be regulated through Article 3 paragraph (1) and paragraph (3) of PERMA 1/2006 which reads that The Objection in to BPSK decisions may be filed by either the business actor and/or the consumer to the district court at the consumer's legal domicile and In the event that an objection is filed, BPSK is not a "parties".

Article 3 paragraph (1) of PERMA 1/2006 makes it clear that the parties involved in objecting to BPSK decisions are consumers and business actors.¹¹ The parties involved in this objection effort are also implied in the definition of objection explained in Article 1 point 3 of PERMA 1/2006 which states that objection is an effort for business actors

10 Maria Farida Paparkan Soal Pembentukan Perundang Undangan., *Mahkamah Konstitusi RI*, 2012, <https://www.mkri.id/index.php?page=web.Berita&id=7907>.

11 Yussy Adelina Mannas., Upaya Keberatan Atas Putusan Badan Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Dan Undang-Undang Perlindungan Konsumen, *Jurnal Hukum Acara Perdata ADHAPER*, Vol. 1 No. 2, 2015, page. 90–110.

and consumers who do not accept BPSK decisions. Based on Article 3 paragraph (3), PERMA 1/2006 provides confirmation that BPSK as a special consumer dispute resolution institution is not a party to the objection process in the District Court. In this case, the Supreme Court provides an explicit limitation that BPSK is not a party to the dispute, but BPSK is a body that has the duty and authority granted by GCPL to handle and resolve consumer disputes in an amicable manner or based on an agreement between consumers and business actors. However, the Supreme Court stated that BPSK does not have the authority to adjudicate disputes related to credit disputes with mortgage collateral.¹² Basically, the existence of BPSK itself is expected to be able to resolve conflicts between business actors and consumers by conciliation.¹³

If we refer to Article 52 of GCPL which regulates the duties and authority of BPSK, it is explained that BPSK has the authority to decide and determine whether or not there is a loss suffered by consumers, and also has the authority to impose administrative sanctions on business actors who violate the provisions of GCPL. However, Article 52 of UUPK does not assign BPSK to be accountable for its decisions before the District Court panel if there is a request for objection to its decisions.

2. The Legal Consequences of BPSK as a Respondent in Consumer Dispute Objection Efforts

Consumer dispute resolution can also be pursued through arbitration institutions or BANI or BPSK in handling banking institution disputes. The form of implementation of banking dispute resolution through BPSK based on Article 52 letter A of Law Number 8 of 1999 concerning Consumer Protection, Article 3 and Article 4 of the Decree of the Minister of Industry and Trade of the Republic of Indonesia Number 350/MPP/KEP/12/2001 concerning Implementation of Duties and Authority of the Consumer Dispute Resolution Agency is through conciliation, mediation and arbitration. The forms of settlement of banking disputes through LAPS-SJK based on Article 8 of POJK Number 61/POJK.07/2021 concerning Alternative Dispute Resolution Institutions in the Financial Services Sector are mediation, adjudication and arbitration. Dispute resolution procedures through LAPS-SJK can be carried out in 2 (two) ways. Firstly, the parties can choose mediation as the initial dispute resolution, the result of this mediation is a peace agreement which can be strengthened in the form of a peace deed to be implemented. If mediation is unsuccessful, the parties may proceed with adjudication. The adjudication decision is final and binding on the parties if the applicant accepts the adjudication decision in its entirety and in this

12 127 Keputusan Sengketa Konsumen Dianulir MA., *Medan Bisnis Daily*, 2017, https://medanbisnisdaily.com/m/news/online/read/2017/10/04/7345/127_keputusan_sengketa_konsumen_dianulir_ma/.

13 Risda Ista Sitepu dan Hana Muhamad., Efektifitas Badan Penyelesaian Sengketa Konsumen (BPSK) Sebagai Lembaga Penyelesaian Sengketa Konsumen Di Indonesia, *Jurnal Rechem: Riset Hukum Dan Hak Asasi Manusia*, Vol. 3 No. 2, 2021, page. 7–11.

case, the adjudication decision can be implemented. Second, the parties may choose arbitration as the first and final dispute resolution. The arbitral award must first be registered at the district court to be enforceable. This registration is the most important factor in the enforcement of an arbitral award, as without registration the award will not be enforceable through PERMA.

PERMA itself is a rule of law designed with the intention of filling a gap in the legal process in the judiciary. The aim is to help parties involved in legal cases obtain their rights in accordance with the provisions in the applicable law.¹⁴ This authority of the Supreme Court is given through the existence of Article 79 of Law Number 14 of 1985 concerning the Supreme Court as amended by Law Number 5 of 2004 (hereinafter referred to as the Supreme Court Law) which authorises the Supreme Court to make regulations that can overcome obstacles caused by the absence of applicable legal rules. As the function of the dispute settlement mechanism is to maintain the balance of rights and obligations mandatory to bring any litigation to any covered agreement to the dispute settlement mechanism.¹⁵

PERMA is a provision relating to procedural law that is internally binding, namely as an instruction from the Supreme Court as the highest judicial institution to the lower judicial institutions in order to equalise the perception of certain procedural laws. However, in practice, there are many things related to other subjects outside the organisation that will be bound when performing certain legal actions related to the institution.¹⁶ Basically, internal regulations are not binding in general, so they are not applied to the community. However, the establishment of PERMA 1/2006 is a solution given by the Supreme Court to fill the legal vacuum in the GCPL regarding the procedure for filing objections to BPSK decisions, so that PERMA 1/2006 is also a rule of law that is also applied to the community regarding the filing of objections to BPSK decisions.

The existence of PERMA 1/2006, provides requirements regarding the filing of objections for parties who do not accept BPSK decisions. One of the conditions stipulated in Article 3 paragraph (3) of PERMA 1/2006 is that BPSK is not a party to the application for objection of a consumer dispute to the District Court. The existence of Article 3 paragraph (3) of PERMA 1/2006 has the legal effect that if BPSK is included as a party to the objection petition, then the District Court will give a decision that the lawsuit is unacceptable or not acceptable (*niet-ontvankelijke verklaard*). The reason why the panel of judges decided that the petition for

14 Riki Perdana Raya Waruwu., Penerapan Asas Fiksi Hukum Dalam PERMA, *Jaringan Dokumentasi Dan Informasi Hukum MARI*, 2023, <https://jdih.mahkamahagung.go.id/berita-detail/penerapan-asas-fiksi-hukum-dalam-perma#>

15 Yetty Komalasari D., The WTO Dispute Settlement System Issues on Implementation, *Scholarhub UI*, 2008, <https://scholarhub.ui.ac.id/cgi/viewcontent.cgi?article=1449&context=ijil>.

16 Nafiatul Munawaroh., Kekuatan Hukum Produk Hukum MA: PERMA, SEMA, Fatwa, Dan SK KMA, *Hukum Online*, 2023, <https://www.hukumonline.com/klinik/a/kekuatan-hukum-produk-hukum-ma-perma-sema-fatwa-dan-sk-kma-cl6102/#>.

cancellation was unacceptable was because the petition contained a formal defect in the form of *error in persona* or a wrong party claim.¹⁷

Error in persona in the objection petition if it includes BPSK as a party is in the form of *gemis aanhoeda nigheid* or a form of *error in persona* because the person drawn as the defendant is mistaken. If referring to Article 1 number 3 jo. Article 3 paragraphs (1) and (3) of PERMA 1/2006, it is clear that the parties to the objection are consumers and business actors, while BPSK is not a party to the objection to the District Court.

In resolving consumer disputes through arbitration, in addition to being subject to the specific rules regarding consumer disputes in the GCPL, BPSK is also subject to the general rules regarding arbitration in the AAPS Law. The AAPS Law does not use the term "objection" as an attempt not to accept the arbitral tribunal's decision, but uses the term "cancellation". The difference between the cancellation remedy in the AAPS Law and the objection remedy in the PK jo. PERMA 1/2006 is in the requirements for cancellation of an arbitral award set out in Article 70 of the Arbitration and Alternative Dispute Resolution Law (AAPS Law). This article provides the conditions under which parties may apply to the District Court (PN) for the cancellation of an arbitral award. These conditions including¹⁸ after the award has been rendered, any letter or document submitted at the hearing is found or declared to be false, a petition for annulment may then be filed; then If after the award is rendered, documents of significance previously concealed by the opposing party are discovered, they shall also be grounds for filing a petition for annulment of the award; If the arbitral award is deemed to be the result of deceit committed by one of the parties to the dispute, the aggrieved party may apply for annulment.

Thus, Article 70 of the AAPS Law provides a clear legal basis to seek the annulment of an arbitral award in certain situations involving the elements described above. Article 70 of the AAPS Law is limitative so that there are no reasons for the cancellation of arbitral awards other than those regulated in the article. Meanwhile, the GCPL does not regulate the conditions for the cancellation of BPSK's decision, but it is regulated through PERMA 1/2006, Article 6 paragraph (3) and paragraph (5) which provide conditions for the District Court to cancel BPSK's decision that has become final and binding, namely if a) Falsification of letters or documents used as evidence in the BPSK arbitration hearing; b) Letters or documents that determine the outcome of the BPSK arbitration award are concealed by the opposing party; c) Deceit or fraud or a series of lies committed by one of the parties with the aim that the arbitral tribunal decides the case in its favour; d) Other reasons, which are determined by the panel of judges of the District Court.

17 Yahya Harahap., *Hukum Acara Perdata (Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan)*, Jakarta, Sinar Grafika, 2016

18 Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa (n.d.).

Thus, there is a difference between the cancellation remedy in the AAPS Law and the objection remedy in the GCPL. regarding the procedure for filing objections to decisions of the Consumer Dispute Resolution Agency (BPSK) which had not previously been regulated in the GCPL Law. One of the things that is regulated in PERMA No. 1 Of 2006 through Article 3 paragraph (3) is that the Consumer Dispute Resolution Body is not a party to the filing of objections to consumer disputes. Article 3 paragraph (3) of PERMA No. 1 Of 2006 contains new norms that were not previously regulated by the GCPL. If the terms of cancellation of an arbitral award in the AAPS Law are limitative so that there are no reasons for the cancellation of an arbitral award other than those regulated in the article. In contrast to the reasons for objection stipulated in PERMA 1/2006, which are not limitative because Article 6 opens the opportunity for the District Court judges to give a decision on their own consideration to accept the reasons for objecting to the BPSK arbitration decision.¹⁹

If guided by the AAPS Law, there is no norm that regulates that the arbitration body is not a party to the cancellation of the arbitral award, so that the cancellation of the arbitral award can be requested to the District Court by involving the arbitration body that examines and decides the case as the Respondent in the application for cancellation of the arbitral award. In contrast, PERMA 1/2006 stipulates that BPSK as a special consumer dispute resolution body using arbitration is not a party to the objection of consumer disputes in the District Court. PERMA 1/2006 is a derivative regulation of the GCPL, so the contents of the rules in PERMA do not contradict but rather to fill the void of procedural law in the GCPL regarding objections to BPSK decisions. Therefore, for problems related to arbitration in BPSK, the rule of law used is the special rule, namely GCPL and its derivative rules including PERMA 1/2006, overriding the general rule, namely the AAPS Law.

D. CONCLUSION

The ratio legis of PERMA 1/2006 is to fill the legal vacuum regarding the filing of objections to BPSK decisions which previously had not been clearly and thoroughly regulated in the GCPL Law. One of the things regulated in PERMA 1/2006 is Article 3 paragraph (3) which regulates that BPSK is not a party to the objection process in the District Court. The existence of Article 3 paragraph (3) of PERMA 1/2006 is a form of confirmation that in consumer disputes the party in dispute is the consumer and the business actor, so BPSK is not a party to the dispute, but an institution that has the duty and authority to handle and resolve disputes that occur between consumers and business actors. The existence of Article 3 paragraph (3) PERMA 1/2006 has a legal consequence that if BPSK is

19 Siti Chadijah., Problematika Pembatalan Putusan Arbitrase Oleh Pengadilan (Studi Kasus PT Geo Dipa Energi Dengan PT Bumigas Energi), *Jurnal Hukum Rechtsregel*, Vol. 2, No. 1, 2019, page.479–93.

included as a party to the objection, the District Court will give a decision that the lawsuit cannot be accepted or *niet-ontvankelijke verklaard*. The reason why the panel of judges decided that the petition for cancellation could not be accepted was because the petition contained a formal defect in the form of *error in persona* or a wrong party claim in the form of *gemis aanhoeda nigheid* or a form of error in persona because the person drawn as the defendant was mistaken. Although there is a difference between the regulation on objection in GCPL and PERMA 1/2006, with the regulation on cancellation in the AAPS Law, if the problem is related to arbitration in BPSK, then the rule of law used is the special rule, namely GCPL and its derivative rules including PERMA 1/2006, overriding the general rule, namely the AAPS Law.

BIBLIOGRAPHY

Journals:

- Chadijah, Siti., Problematika Pembatalan Putusan Arbitrase Oleh Pengadilan (Studi Kasus PT Geo Dipa Energi Dengan PT Bumigas Energi), *Jurnal Hukum Rechtsregel*, Vol. 2, No. 1, 2019;
- Dwiliandari, Anggie Fauziah., Dilematika Pelonggaran Pengawasan Aksi Merger Sebagai Kebijakan Reformasi Pemulihan Ekonomi, *Jurnal Persaingan Usaha*, Vol. 4, 2021;
- Radhyca Nanda Pratama; et.al., Reevaluasi Penyelesaian Sengketa Perbankan Melalui Badan Penyelesaian Sengketa Konsumen, *Supremasi Hukum*, Vol. 30, 2021;
- Risda Ista Sitepu dan Hana Muhamad., Efektifitas Badan Penyelesaian Sengketa Konsumen (BPSK) Sebagai Lembaga Penyelesaian Sengketa Konsumen Di Indonesia, *Jurnal Rechem: Riset Hukum Dan Hak Asasi Manusia*, Vol. 3, No. 2, 2021;
- Susanti Sembiring dan Bisma Putra Pratama., Upaya Keberatan Atas Putusan Badan Penyelesaian Sengketa Konsumen Dalam Kasus Penarikan Unit Kendaraan Bermotor, *JIEE*, Vol. 1 No. 2, 2021;
- Ukas dan Lenny Husna., Unfair Trade Dan Anti-Dumping Code, *Jurnal Cahaya Keadilan*, Vol. 10, No. 2, 2022;
- Yussy Adelina Mannas., Upaya Keberatan Atas Putusan Badan Penyelesaian Sengketa Konsumen Ditinjau Dari Hukum Acara Dan Undang-Undang Perlindungan Konsumen, *Jurnal Hukum Acara Perdata ADHAPER*, Vol. 1, No. 2, 2015;

Books:

- Harahap, Yahya., 2016, *Hukum Acara Perdata (Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan)*, Sinar Grafika, Jakarta;
- Kristiyanti, Celina Tri Siwi., 2019, *Hukum Perlindungan Konsumen*, Sinar

Grafika, Jakarta;

Marzuki, Peter Mahmud., 2020, *Teori Hukum*, Kencana, Jakarta;

Reza Banakar dan Max Travers., 2005, *Theory and Research in Socio-Legal Research*, Hart Publishing, Portland;

Regulations:

Peraturan Mahkamah Agung Nomor 1 Tahun 2006 tentang Pengajuan Keberatan Terhadap Putusan Badan Penyelesaian Sengketa Konsumen (n.d.);

Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (n.d.);

Law Number 8 of 1999 concerning Consumer Protection (n.d.);

Websites:

Medan Bisnis Daily., *127 Keputusan Sengketa Konsumen Dianulir MA*, 2017, https://medanbisnisdaily.com/m/news/online/read/2017/10/04/7345/127_keputusan_sengketa_konsumen_dianulir_ma/;

Mahkamah Konstitusi RI., *Maria Farida Paparkan Soal Pembentukan Perundang Undangan*, 2012, <https://www.mkri.id/index.php?page=web.Berita&id=7907>;

Nafiatul Munawaroh., *Kekuatan Hukum Produk Hukum MA: PERMA, SEMA, Fatwa, Dan SK KMA, Hukum Online*, 2023, <https://www.hukumonline.com/klinik/a/kekuatan-hukum-produk-hukum-ma--perma-sema--fatwa--dan-sk-kma-cl6102/#>;

Waruwu, Riki Perdana Raya. "Penerapan Asas Fiksi Hukum Dalam PERMA." *Jaringan Dokumentasi Dan Informasi Hukum MARI*, 2023. <https://jdih.mahkamahagung.go.id/berita-detail/penerapan-asas-fiksi-hukum-dalam-perma#>;

Yetty Komalasari D., *The WTO Dispute Settlement System Issues on Implementation*, *Scholarhub UI*, 2008, <https://scholarhub.ui.ac.id/cgi/viewcontent.cgi?article=1449&context=ijil>.