

THE DISPUTE SETTLEMENT FOR CONSUMER PROTECTION BY THE CONSUMER DISPUTE SETTLEMENT AGENCY IN LEGAL ASSURANCE PERSPECTIVE

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Abstract

The concept of consumer protection is to guarantee legal certainty to consumers, namely efforts to empower consumers to obtain or determine their choice of goods and/or services and to defend or defend their rights if business actors harm them. Legal norms to protect the interests of consumers are not sufficient. Therefore, to achieve a balance in protecting the interests of consumers and business actors, a clear legal order is needed so that a healthy economy can be realized. Consumer protection norms in the Consumer Protection Law System, as a fundamental norm, become the criteria for determining alleged violations of consumer rights. The aim of this study is to provide an alternative for resolving cases, a form of embodiment of the implementation of consumer rights protection policies. The approach method used in this research is juridical sociological. However, there are still legal loopholes that often occur. May harm the interests of consumers. The existence of regulations that still have to be synchronized and harmonized between the Consumer Protection Act and the rules governing Arbitration and Alternative Dispute Resolution issues because the Consumer Protection Law formulates rules for resolving consumer disputes by separate arbitration, which is relatively different from the basic concept of the arbitration mechanism which generally accepted so that the settlement of consumer disputes becomes legal uncertainty.

Keywords: *Consumer; Dispute; Protection.*

A. INTRODUCTION

Consumer protection is all efforts that ensure legal certainty to protect consumers.¹ Legal certainty includes all efforts to empower consumers to obtain or determine their choice of goods and/or services and

¹ Abdul Rahmat, Ramlani Lina Sinaulan, Yuhelson, Community Empowerment In Consumer Law Protection, *Atlantis Press*, Vol.293, 2019, page.9-14

to defend or defend their rights if they are harmed by business actors. Every human being has the right to obtain moral and material protection obtained from scientific, literary or artistic creations as creators.²

In order to protect consumers' interests, the government, with the DPR, has ratified and enacted Act No. 8 of 1999 concerning Consumer Protection, which was formed with several considerations.³ Several considerations, among others, because the legal provisions that protect the interests of consumers in Indonesia are insufficient, so there is a need for a set of laws and regulations. Invitation to create a balance in protecting the interests of consumers and business actors to create a healthy economy. In addition, in the era of globalization, national economic development must support the growth of the business world so that it can produce goods and/or services that can improve the welfare of the community at large. Legal development is needed to address inadequate legal conditions and capacity. It is also related to the process of change in development that often takes place very quickly, with side effects that are often unpredictable and complex. The purpose of the Indonesian state is stated in the preamble to the fourth paragraph of the Constitution which states that the Government of the State of Indonesia has been established which aims to protect the entire Indonesian nation and the entire homeland of Indonesia and to promote public welfare, educate the nation's life, and participate in carrying out world order that is based on freedom, lasting peace and social justice.⁴

Consumer protection laws are not intended to kill business actors but rather to encourage a healthy business climate and the birth of companies that are strong in facing global competition through the provision of quality goods and/or services.⁵ This attitude of partisanship to consumers is also intended to increase a highly caring attitude toward consumers (wise consumerism).

Consumer protection norms in the Consumer Protection Law system (from now on referred to as UUPK) are "umbrella laws," which are the criteria for measuring allegations of violations of consumer rights, which were initially expected by all parties to be able to provide solutions. For the settlement of cases that arise as the implementation of the law, it turns out that in its application, there is an imbalance and creates confusion for the parties involved in the implementation process, especially when the role of the court is entered in examining objection cases to the decision of the Consumer Dispute Settlement Agency (BPSK) which encountered many

2 Anis Mashdurohatun, Gunarto, Adhi Budi Susilo, The Transfer of Intellectual Property Rights as Object of Fiduciary Guarantee, *Jurnal Akta*, Vol. 9, No. 3, September 2022, page.378-392

3 Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen*, Jakarta, Sinar Grafika, 2018, page.13

4 Batara Pareto Deddi, Jawade Hafidz and Andri Winjaya Laksana, The Domination of National Criminal Law in Law Enforcement of Illegal Fishing by Foreign Ship in Indonesian Waters, *Ratio Legis Journal*, Vol. 1, No. 3, September 2022, page.314-321

5 Herry Anto Simanjuntak, Jenis Jenis Perbuatan Curang Yang Merugikan Hak Konsumen Dalam Undang Undang Perlindungan Konsumen, *Justiqa*, Vol. 2, No. 2, Oktober 2020, page.9-18

obstacles. These obstacles, among others, are caused by aspects related to civil procedural law.⁶

Civil procedural law, as formal law, contains provisions that regulate how to take civil cases before the court and determine how to implement material civil law, namely regulating how to file a claim for rights, examine the necessary evidence, and implement the decision.

In civil cases, the procedure for law enforcement starts from the receipt of a lawsuit or application until the execution of the decision. If the above sequences are hampered or do not run properly, it will significantly affect the outcome of a judicial process. Not infrequently in a civil case process, which should in substance the lawsuit be granted, but because it is not fulfilled or procedural formalities are not regulated, it will fail to enforce the law.

In various cases, consumer lawsuits are only resolved from the criminal and administrative aspects so that consumers do not receive compensation or compensation based on cases of civil lawsuits.

This burden is mainly unfulfilled in the relationship between consumers and providers of goods or services providers, mainly because consumers do not understand the manufacture of products, the marketing system used, or the after-sales guarantee used by business actors.⁷ The process of producing and marketing increasingly sophisticated products, corporate confidentiality, and the company's responsibility to its shareholders only increase the distance between consumers and the consumer products they use.

For small consumers whose purchase amount does not exceed a certain amount, how much time, cost, effort, and other matters must be spent by the consumer concerned in defending his rights because of the lengthy process period until an effective decision is obtained, plus the burden of proof is a constraint for consumers.⁸

B. RESEARCH METHODS

The approach method used in this research is juridical sociological. In a sociological juridical approach, the law as law in action is described as an empirical social phenomenon.⁹ The data sources of this research include primary data sources and secondary data sources. Primary data were obtained directly from the field including respondent statements (investigators and witness statements), which relate to the object of research and practice that can be seen and relates to the object of

6 Abdul Manan, *Aspek-Aspek Pengubah Hukum*, Jakarta, Kencana, 2019, page.21

7 Erfan Mirza Aulia Rachman, Diah Ayu Candra Kirana, *Perlindungan Hukum Terhadap Pembeli Dalampraktik Pre Project Sellingdi Indonesia*, *Jurnal Education and development*, Vol. 11, No. 1, Edisi Januari2023, page.94-100

8 Faisal Riza dan Rachmad Abduh, *Penyelesaian Sengketa Secara Arbitrase Untuk Melindungi Konsumen Melalui Badan Penyelesaian Sengketa Konsumen*, *Jurnal EduTech*, Vol. 4, No. 1, Maret 2018, page.30-40

9 Djulaeka, *Metode Penelitian Hukum*, Surabaya, Scopindo Media Pustaka, 2019, page.78

research.¹⁰ Thus the law is not only given the meaning as a fabric of values, rules, and norms, written positive law, but can also be given the meaning as a teaching system about reality, regular and steady behavior, or law in the sense of the Consumer Dispute Settlement Agency (BPSK). With this approach, it is hoped that implementing BPSK's duties and authorities can comply with the applicable regulations, especially those regulated in Act No. 8 of 1999 and other regulations. Alternatively, in other words, there is a match between law in books and law in action or compatibility between *das sollen* and *das sein*.

C. RESULTS AND DISCUSSION

Reasonable procedural arrangements play an essential role in the law enforcement of a case. By its nature, formal or procedural law is devoted to material law. If the applicable procedural law (HIR/RBg) does not regulate it, then automatically, every development in material law should always be followed by adjustments to procedural law.¹¹

A legal rule, even though it is systematically and well-regulated in laws and regulations or other provisions, will become the dead norm if its application cannot meet the demands of a sense of justice or provide benefits to the community.

The UUPK has essentially provided an equal position of consumers with business actors.¹² However, the concept of consumer protection as a necessity must always be socialized to create consumer and business relationships with the principle of fair equality and to balance the activities of business actors who carry out economic principles to get the maximum benefit. Possible with the minimum possible capital, which can harm the interests of consumers, directly or indirectly.

To overcome the long and formal court process, UUPK provides an alternative way by providing dispute resolution outside the court through conciliation, mediation, and arbitration. According to Gary Goodpaster, mediation will function properly if it meets and complies with the following conditions:

1. The parties have comparable bargaining power;
2. The parties are concerned about the future relationship;
3. Many issues allow trade-offs to occur;
4. is there an urgency or time limit for completion;
5. The parties do not have long-standing and deep hostility;
6. If the parties have supporters or followers, they cannot be controlled;

10 Julizar Bimo Perdana Suka, Bambang Tri Bawono, and Andri Winjaya Laksana, The Implementation of Code of Conduct for Members of Police as Accurators of Murder, *Law Development Journal*, Vol. 4, No. 2, June 2022, page.197-204

11 Arkisman, Nandatama Ayu Lafitri, Kepastian Hukum Sertipikat Hak Tanggungan Elektronik Dalam Hukum Pembuktian Di Peradilan Menurut Hukum Acara Perdata, *Jurnal Pro Hukum, jurnal Penelitian Bidang Hukum Universitas Gresik*, Vol. 9, No. 2, 2020, page.1-11

12 Halida Zia, Khaidir Saleh, Eksistensi Badan Penyelesaian Sengketa Konsumen Dalam Menyelesaikan Sengketa Konsumen di Indonesia, *Jurnal EduTech*, Vol. 3, No. 1, 2022, page. 30-40

7. Appointing a president or defending a right is not more important than solving urgent problems;
8. If the parties are in litigation, the interests of other actors, such as lawyers and guarantors, will not be treated better than in mediation

Apart from Gary Goodpaster's opinion above, nowadays, in almost all countries, various alternative breakthroughs have been developed because of the weakness of dispute resolution through litigation which results in the draining of resources, funds, time, thoughts, energy, and starting to put bold patterns of dispute resolution out of court.¹³ The UUPK divides consumer dispute resolution into 2 parts:

1. Settlement of disputes out of court
 - a. Settlement of disputes peacefully by the parties themselves, consumers, and business actors/producers; and
 - b. Dispute resolution through the Consumer Dispute Settlement Agency using Alternative dispute resolution, namely conciliation, mediation, and arbitration
2. Settlement of disputes through the courts

Settlement of consumer disputes out of court is held to reach an agreement regarding the form and amount of compensation and/or certain actions to ensure that consumer losses will not occur again or be repeated. The patterns of consumer dispute resolution outside the court required by the UUPK are indeed the right choice because the solution formulated contains a satisfactory solution for both parties. After all, this dispute resolution model is not new for the Indonesian people because it has long been known and implemented traditional dispute resolution patterns carried out through traditional courts and village courts (drops justice).

Suppose an out-of-court consumer dispute resolution effort has been chosen. In that case, a lawsuit through the court can only be taken if the effort is declared unsuccessful by one of the parties or by the disputing parties. This means that dispute resolution through the courts remains open after the parties fail to resolve the dispute outside the court. With the enactment of UUPK, consumers who are harmed feel protected and have the choice to complain about their problems by filing a lawsuit to the District Court, or they can complain to the Consumer Dispute Settlement Agency (BPSK). The UUPK, which was initially expected by all parties to be able to provide solutions for the settlement of cases that arise as a result of the implementation of the law, turned out to be an imbalance in law enforcement and confusion for those involved in the implementation process, especially when the role of the judiciary in examining the case of objection to the decision of the Consumer Dispute Settlement Agency (BPSK).

The Consumer Dispute Settlement Agency (from now on referred to as BPSK), as referred to in the UUPK, which the government

13 Surya Perdana, *Mediasi Merupakan Salah Satu Cara Penyelesaian Perselisihan Pemutusan Hubungan Kerja Pada Perusahaan Di Sumatera Utara*, Disertasi, 2008, page. 24

establishes, is a body tasked with handling and resolving disputes between business actors and consumers but is not part of the judicial power institution. The government establishes a Consumer Dispute Settlement Agency at level II to settle consumer disputes out of court, but BPSK is not a court institution.

Although BPSK is not a court, it is more accurately called a quasi-judicial. However, its existence is not merely an acknowledgment of the right of consumers to obtain protection to settle consumer disputes properly.¹⁴ However, its existence is more important to supervise the inclusion of a standard clause (one-sided standard from the contract) by business actors and encourage business actors' compliance with UUPK.

According to Mochtar Kusumaatmadja that not only the rule of law or legal regulations but also institutions or institutions and processes have a big role in supporting the goals to be achieved in development.¹⁵ At the same time, Soerjono Soekanto stated that 4 factors influence the implementation process or product Law :

1. The rule of law or its regulations.
2. The officer who enforces it.
3. Facilities that are expected to support the implementation of the rule of law.
4. People who fall into the scope of the regulation.

So, according to Soerjono Soekanto, the core of the process of implementing a legal product is the harmonious application of values and rules, which are then manifested in behavioral patterns . Suppose this opinion is related to the purpose of regulating consumer protection. In that case, it is to increase the dignity, worth, and awareness of consumers of their rights, which indirectly encourages business actors to carry out their business activities with a complete sense of responsibility. Moreover, business takes on a more significant public role, making decisions that may be more appropriate in the hands of an elected government.¹⁶

According to the provisions of article 54, paragraph (3) of the UUPK, BPSK decisions resulting from settling consumer disputes by conciliation, mediation, or arbitration, are binding and final. At the same time, the word binding implies coercion and must be carried out by the party obliged to do so. The principle of *res judicata pro veritate habetur* states that a decision that is no longer possible for legal remedies is declared a decision with definite legal force. Based on this principle, the BPSK decision must be seen as having definite legal force (*in kracht van gewijsde*). However, suppose the article is related to Article 56 Paragraph (2) of the UUPK. In that case, the parties can file an "objection" to the district court no later than 14

14 Intan Nur Rahmawanti, *Win-Win Solution Sengketa Konsumen*, Yogyakarta, Medpress Digital, 2018, page.105

15 Abdul Manan, *Peranan Hukum Dalam Pembangunan Ekonomi*, Jakarta, Karya Tulis Ilmiah, 2014, page.21

16 Adrian Sutedi, *Hukum Keuangan Negara*, Jakarta, Sinar Grafika, 2022, page.93

working days after the notification of the BPSK decision. This is contrary to the meaning of the BPSK decision, which is final and binding, so the provisions of these articles are mutually contradictory and become inefficient.

Furthermore, regarding the BPSK arbitration award, although the terminology of arbitration is used, the UUPK does not at all regulate the arbitration mechanism as stipulated in Act No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution but makes a separate rule that is relatively different from arbitration as mandated by Act No. 30 of 1999, resulting in a conflict between the arbitration in BPSK's decision and the arbitration award in Act No. 30 of 1999, which requires further interpretation. The ambiguity of the regulations in the UUPK creates confusion in implementing them.

According to Eman Suparman, Arbitration is not an alternative form of dispute resolution (APS) or Alternative Dispute Resolution (ADR) because arbitration is classified as an adjudicatory method of settlement or adjudication group, which consists of two prototypes, namely litigation in court (public adjudication) and arbitration (private adjudication).¹⁷ At the same time, the ADR method is included in the group of non-adjudicatory methods of settlement, which includes mediation and conciliation. Therefore, unlike arbitration, mediation and conciliation cannot produce binding decisions that can be enforced.

For the BPSK decision to have executive power, the decision must be requested for an execution determination (fiat execution) at the district court where the injured consumer lives. In practice, it is difficult to ask for fiat execution through the district court for various reasons put forward by the district court, among others:

1. BPSK's decision does not contain irah-irah, "For Justice Based on God Almighty," so it is impossible to execute
2. There are no regulations/instructions on the procedure for applying to the execution of the BPSK decision.

Another problem related to the fiat execution petition is the regulation by Article 42 Paragraph (2) of the Decree of the Minister of Industry and Trade No. 350/MPP/Kep/12/2001, which states that BPSK's decision is requested for an execution determination by BPSK to the district court in the place of the aggrieved consumer. This kind of arrangement in civil procedural law is not uncommon because the request for an execution determination is in the interest of the party won in the decision. Therefore, those who should apply for the determination of execution are the interested parties themselves, not the BPSK institution.

Other problems also arise if the business actor, after receiving notification of the BPSK decision, does not agree or object to the decision and submits an "objection" application to the district court. The problem

17 Eman Suparman, *Penyelesaian Sengketa dalam Hukum Bisnis, dalam Isis Ikhwanyah et.al (Ed.), Kompilasi Hukum Bisnis: Dalam Rangka Purnabakti Prof. Dr. H. Man Sastrawidjaja, S.H., S.U.*, Cetakan Pertama, Bandung, CV Keni Media, 2012, page.45

arises because the objection is not a legal remedy known in Indonesian procedural law, Act No. 8 of 1999 and the Decree of the Minister of Industry and Trade No. 350/MPP/Kep/12/2001 does not provide a technical guide on how the procedure for filing an objection request is filed, and how the district court processes the objection because there is no clear procedural law governing the process of this objection.

Whether this objection is positioned as an appeal against the BPSK decision or as a new lawsuit or new application to the district court for the BPSK decision.¹⁸

What is the form of legal action for an objection to being filed? In procedural law, we only recognize 2 forms: a lawsuit (*contentiosa*) and an application (*volunteer*). The form of objection is a new thing that is not known in our procedural law. Because the law does not provide technical guidance, it can lead to various interpretations and uncertainty about the procedure for enforcing UUPK.

It should be noted that the judge of the district court who examines the objection is also bound by the procedural procedures that must be followed, such as efforts to reconcile the disputing parties. In contrast, these efforts for reconciliation have already been carried out at the hearing in BPSK, either through conciliation or mediation which is not successful or both, is not an option for the parties.

On the other hand, from the District Court's point of view, as examining and deciding cases of objections filed, they are also bound by a brief period for a lawsuit because the District Courts must complete their examinations and decide within 21 days of receipt of the objections. In the initial period, the legislators were based on making the district courts examining consumer protection cases more effective and less protracted.¹⁹

The proceedings, which we know in the district court, must provide an opportunity for the party being sued to provide answers/responses to the lawsuit filed before submitting evidence or other documents to the judge. Then in the process of this objection, the process can also be submitted new evidence that has never been submitted to the examination at BPSK. If this is allowed, it will give the impression that the objection process at the District Court is also a first-level examination process. Meanwhile, following the provisions of the law, every consumer who is harmed can sue business actors through the institution tasked with resolving disputes related to consumer protection.

Besides, the law does not provide a technical explanation regarding this objection instrument because it is still a new legal remedy that needs to be studied. Further, civil procedural law in Indonesia does not recognize legal remedies for objections to the decisions of other institutions. As for what is known as an appeal, classification, and legal action against the

18 Iswi Hariyani, *Penyelesaian Sengketa Bisnis*, Jakarta, Gramedia Pustaka Utama, 2018, page.133

19 Achmad Irwan Hamzani, *Penyelesaian Sengketa Konsumen Di Luar Pengadilan Menurut Undang-Undang Ri Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen; Tinjauan Hukum Islam*, *Sosekhum*, Vol. 7, No. 10, 2011, page.1-24

Verstek decision, while the category of extraordinary legal action includes third-party resistance against confiscation and judicial review (PK).

Against the decision of the district court's objection, the parties, within a grace period of at least 14 days, can still file an appeal to the Supreme Court of the Republic of Indonesia so that the examination of consumer protection cases is protracted.

This examination at the classification level can also create obstacles because there are no sanctions if the 30 days stipulated by law have been exceeded and the Supreme Court has not yet rendered its decision.

Can a review effort be submitted to the decision on the consumer case classification? This is not explicitly regulated in the UUPK or the Decree of the Minister of Industry and Trade of the Republic of Indonesia Number: 350/MPP/Kep/12/2001, giving rise to various interpretations. Although the UUPK does not stipulate a judicial review, because Article 23 of Act No. 48 of 2009 concerning Judicial Power stipulates that a court decision that does not have a legal force so that a judicial review can be requested to the Supreme Court, the Supreme Court will examine and decide on a judicial review case based on the Act. Number 14 of 1985 as amended by Act No. 5 of 2004.

Despite these obstacles, the UUPK has shown some progress concerning the regulation on the settlement of consumer disputes submitted by a group of consumers who have the same interest through a class action lawsuit, which is possible based on Article 46 Paragraph (2) of UUPK. This procedure also makes it easier for justice seekers to get redress for legal rights that have been violated through civil channels. It is impractical if the case that causes harm to many people has facts or a legal basis, and the defendant (business actor/producer) is good for the consumer who suffers losses, as well as the business actor/producer who is being sued, even for the court itself. Such a mechanism is impractical and very time-consuming, costly, and labor-intensive. Although the lawsuit procedure goes through a class action. This is in line with the principle of the cheap, practical, fast, and efficient judiciary as regulated in Act No. 48 of 2009 concerning Judicial Powers. However, in using and responding to this usual lawsuit procedure, legal practitioners and judges in court still do not understand the technical aspects of implementing the procedure. This inadequate understanding is because a class action is still a new thing for which there is no program procedure or technical guideline for its implementation, and it is closely related to very complex procedural aspects.

Therefore, the presence of the PERMA of the Supreme Court of the Republic of Indonesia No. 1 of 2002 concerning "Procedures for Application of Class Representative Lawsuits" is highly appreciated in filling this void. Although class action lawsuits have been filed so far, there are no implementing rules apart from the instructions in PERMA above. However, the existence of this class action lawsuit has been accepted by the wider community and applied in courts in Indonesia.

With the stipulation of Article 46 letter c of the UUPK, the Indonesian Consumers Foundation (YLKI), which has been working in the field of

consumer protection, has obtained a solid legal basis to file a lawsuit against business actors who violate the obligations and prohibitions set out in the UUPK.

According to J. Widijantoro and Al Wisnubroto, in addition to the limitations of BPSK members, the background of BPSK members and their human resources is also a different obstacle. BPSK membership consists of 3 elements, namely: government elements, business actors, and consumers, with the educational background and culture of each, often causing problems.

In principle, the resolution of consumer disputes is left to the consumers and business actors concerned about whether to be resolved through conciliation, mediation, or arbitration. What if business actors and consumers have different choices. The law does not anticipate this possibility, and what if the business actor is not present, even though he has been appropriately summoned, before making a choice.²⁰

According to the procedural provisions applicable in the district court, if the defendant is not present after two proper summons, the judge may continue the examination of the case and can then decide without the defendant's presence (verstek decision).

In examining consumer disputes at BPSK, this is not possible because the consumer dispute resolution process is wholly left to the choice of the consumer and the business actor concerned.

In practice, it often happens that the business actor does not want to be present again after the parties make a choice, such as mediation or conciliation. Can the examination be continued and terminated without the presence of the business actor defendant? This event mechanism is challenging to apply to consumer dispute resolution through BPSK because the result of settlement through mediation or conciliation is a win-win solution, the agreement of both parties, which the BPSK assembly will strengthen.

The number of BPSK decisions that are annulled by the Supreme Court (MA) is a particular problem for the Consumer Dispute Settlement Agency (BPSK) related to consumer dispute resolution, especially in the banking sector and financial institutions, because according to the Supreme Court (MA) BPSK adjudicates outside its authority, which the court often strengthens Country.

Based on the Consumer Protection Law, BPSK's authority is limited and only adjudicates consumer-producer cases related to unlawful acts, not defaults, such as:

1. Damage, pollution, and losses due to consumption of goods/services.
2. Advertisements that do not match the goods.
3. The label of the goods does not match the goods.
4. Expiration of goods.

20 Cicut Sutriasno, *Pelaksanaan Putusan Arbitrase dalam Sengketa Bisnis*, Jakarta, Yayasan Pustaka Obor Indonesia, 2011, page.1

The Supreme Court also gave strict guidelines regarding the material of the lawsuit. The following is what the Supreme Court prohibits in consumer dispute cases:²¹

1. It is forbidden to claim immaterial losses.
2. Do not demand dwangsom/forced money.
3. It is forbidden to demand confiscation of collateral.

Obstacles, as described above, have resulted in examining consumer protection cases experiencing obstacles so that the purpose of the law, among others, is to protect the interests of consumers, which have been neglected so far. In practice, it is still far from successful

D. CONCLUSION

Article 46 Paragraph (2) of the UUPK cannot be said to be a special rule considering that the regulation is carried out jointly with Article 45 Paragraph (1) and (2) of the UUPK, concerning the consumer's authority to choose the dispute resolution method he wants, both of which are the general rule. The principle of "*lex specialis derogat legi generali*" does not apply. The existence of BPSK has not been spread thoroughly in Cities and Regencies in Indonesia. Although it has been formed but does not run as expected, this shows that the government (central and local) has not seriously addressed the consumer protection issue, even though more than 200 million consumers are spread across Cities and Regencies. All over Indonesia. Professionalism of human resources (HR) of BPSK members who still require increased knowledge and experience in consumer dispute resolution through BPSK. There is a conflict between UUPK and Act No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution because UUPK makes a separate regulation for consumer dispute resolution by arbitration, which is relatively different from the basic concept of arbitration mechanism that is generally accepted so that consumer dispute resolution becomes protracted.

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