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## Enforcement of Consumer Rights Through Dispute Settlement Resolution Agency to Improve the Consumer Satisfaction Index in Indonesia

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### Abstract

Legal protection of consumer rights in essence is the role of the government to protect the interests of consumers in the framework of trade. Violation of consumer protection norms can only be enforced if business actors are willing to voluntarily fulfill consumer demands for the fulfillment of consumer rights that have been violated by business actors. However, if the business actor is not willing to carry it out voluntarily, while the consumer assumes that the business actor concerned has violated the consumer protection norms stipulated by the UUPK and is detrimental to the consumer, then the enforcement of the consumer protection norms can only be prosecuted through a dispute specified resolution process in the UUPK. The purpose of establishing the Consumer Dispute Settlement Agency (BPSK) is to protect consumers and business actors by creating a consumer protection system that contains elements of legal certainty and information disclosure. This study is to analyze the implementation of consumer rights enforcement through the Consumer Dispute Resolution Board in order to increase the consumer satisfaction index, as well as to analyze the obstacles and barriers to consumer rights enforcement through the Consumer Dispute Resolution Board.

**Keywords:** Consumer Dispute; Dispute Settlement Resolution Board; Consumer Satisfaction.

### Introduction

Consumer protection is a human right that is naturally obtained by consumers. However, in practice, the implementation of consumer protection often does not work properly. Consumers can become objects of business activities from business actors through advertisements, promotions, sales methods, and the implementation of standard agreements that are detrimental to consumers. This is due to the lack of consumer education, and low awareness of their rights and obligations.

The position of consumers towards producers that should be balanced becomes weak due to the low knowledge of consumers about their rights as consumers. These consumer rights need to be known by the wider community as consumers, to ensure legal certainty and protection for consumers. Legal certainty includes all efforts to empower consumers to obtain or determine their choice of goods and or services they need and defend or defend their rights if they are harmed by the business behavior of the provider of the consumer's needs.<sup>1</sup>

Legal protection of consumer rights in essence is the role of the government to protect the interests of consumers in the framework of trade. The role of the government refers to national and international aspects, meaning that the demand for legal certainty in conducting transactions/buying and selling must be clear in terms of national legal aspects through the establishment of regulations in the field of legal protection for consumers, as well as international legal aspects through international agreements or legal harmonization.

Violation of consumer protection norms can only be enforced if business actors are willing to voluntarily fulfill consumer demands for the fulfillment of consumer rights that have been violated by business actors. However, if the business actor is not willing to carry it out voluntarily, while the consumer assumes that the business actor concerned has violated the consumer protection norms stipulated by the UUPK and is detrimental to the consumer, then the enforcement of the consumer protection norms can only be prosecuted through a dispute specified resolution process in the UUPK.

The main factor that becomes the weakness of consumers is the level of consumer awareness of their rights, which is still low. This is due to the low level of consumer education. Therefore, the presence of the Consumer Protection Act is intended to be a strong legal basis for the government and non-governmental consumer protection institutions to make efforts to empower consumers through consumer guidance and education.

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<sup>1</sup> Az. Nasution, 'Aspek Hukum Perlindungan Konsumen Masyarakat Pemantau Peradilan Indonesia' (2003) Jurnal Teropong.[6].

This empowerment effort is important because it is not easy to expect the awareness of business actors, because basically the economic principle of business actors is to get the maximum profit possible. This principle has the potential to harm the interests of consumers, either directly or indirectly.

Supported by political and economic developments in Indonesia, the efforts to protect and empower consumers were realized by the issuance of Law Number 8 of 1999 concerning Consumer Protection which was ratified by the President of the Republic of Indonesia on April 20, 1999, and became effective one year later, namely on the 20th April, 2000. Based on the preamble to letter (d) of the UUPK, it is stated that, in order to increase the dignity of consumers, it is necessary to increase the awareness, knowledge, care, ability, and independence of consumers in protecting themselves and to develop the attitude of responsible business actors. Through laws and regulations, it is hoped that a balance of protection of the interests of consumers and business actors will be realized toward a healthy economic climate.

A consumer dispute is a dispute in which one of the parties must be a consumer, as regulated in Article 45 Chapter X (ten) of the UUPK. Consumer disputes can be resolved through the Court or outside the Court based on the voluntary choice of the parties. The elements contained in Article 45 of the UUPK include: the existence of losses suffered by consumers, lawsuits made against business actors, and performed through the courts. Furthermore, Article 48 of the UUPK states that the settlement of disputes through the courts refers to the provisions applicable in the general court by taking into account the provisions of Article 45 of the UUPK. Based on this, according to paragraph (1), dispute resolution can also be carried out outside the court. This out of court settlement can be done by utilizing the Consumer Dispute Settlement Agency (BPSK), as regulated in Article 49 to Article 58 of the UUPK.

The purpose of establishing BPSK is to protect consumers and business actors by creating a consumer protection system that contains elements of legal certainty and information disclosure. The existence of BPSK is expected to be part of equitable distribution of justice, especially for consumers who feel disadvantaged by business actors. In addition, it will affect the increase in the consumer satisfaction index.

Consumer satisfaction is a conscious evaluation or cognitive assessment of consumers on a product that is consumed, which concerns whether the performance of the product is relatively good or bad or whether the product in question is appropriate or not with the purpose or use of the product for consumers, or whether there is a guarantee of enforcing rights to the consumer. Enjoyment of a product or service or not involves that consumer satisfaction is also a consumer evaluation of the product consumed with the sacrifices incurred by the consumer in obtaining the desired product. The consumer satisfaction index is very important to measure consumer satisfaction in conducting a transaction because consumers can provide an assessment of consumer expectations on a service and product with real conditions obtained by the consumer.

Soerjono Soekanto's benchmark in his discussion of normative legal research is of the nature and scope of the discipline law, where discipline is defined as a system of teachings about reality, which usually includes analytical disciplines and prescriptive disciplines, and legal disciplines are usually included in prescriptive disciplines if: The law is seen only in its normative aspect. However, still in the same writing, Soekanto wants to prove and confirm that legal discipline is common too and can be interpreted as a system of teaching about law as a norm and reality (behavior) or as something aspired to and as a living legal reality, whether the legal discipline is general or special.<sup>2</sup>

### **Consumer Protection in Trading Transactions**

The Indonesian government officially announced that, on March 2, 2020, the first case of COVID-19 was marked by two Indonesian citizens contracting the corona virus, and on March 11, 2020, for the first time there were cases of death.<sup>3</sup> To minimize the spread of corona cases, the government issued a policy by locking down several sectors, including offices, education, and various activities that trigger

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<sup>2</sup> Soerjono Soekanto, *Pengantar Penelitian Hukum* (Universitas Indonesia (UI-Press) 2007).

<sup>3</sup> Moch Halim Sukur and others, 'Pelayanan Kesehatan Di Masa Pandemi Covid-19 Dalam Perspektif Hukum Kesehatan' (2020) 1 *Journal Inicio Legis*.<sup>[2]</sup>.

community gatherings in one place and recommended doing all activities at home, commonly known as Work from Home (WFH). This of course has an impact on the state of the economy in Indonesia, according to the Fiscal Policy Agency (BKF) of the Ministry of Finance, estimating the number of losses due to the COVID-19 pandemic in Indonesia to reach IDR 320 trillion during the first quarter of 2020, due to the national economy slumping by around 2.03%.<sup>4</sup>

During the COVID-19 pandemic, to avoid transmission of COVID-19, the government implemented restrictions on community activities (PPKM). Social restrictions during the Corona Virus (COVID-19) pandemic encourage the use of electronic transactions to become more massive. The COVID-19 pandemic has made consumers and business actors increasingly use electronic systems in transactions. The increase in electronic transactions during the pandemic adds to the risk of loss for consumers. During the pandemic, consumer complaints related to online transactions spiked. Aspects of consumer protection play an important role in increasing the dignity of consumers without compromising the role of business actors to provide various quality products/services so that this protection provides a sense of security for the community.

Bank Indonesia (BI) noted that the value of e-commerce transactions conducted through four marketplace portals in Indonesia increased during the Corona Virus Disease 2019 (COVID-19) pandemic. During the January-August range, the transaction value monitored by the monetary authority was IDR 157.31 trillion.<sup>5</sup>

This value has almost matched the achievement of e-commerce transactions in 2019 which amounted to IDR 205.5 trillion and surpassed transactions in 2018 which amounted to IDR 105.6 trillion and in 2017 which was only IDR 42.2 trillion.<sup>6</sup>

With this achievement, the monetary authority predicts the value of e-commerce transactions this year will increase. During the pandemic, people will

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<sup>4</sup> Aris Prio Agus Santoso Mutik Aromsin Putri, Rusi Septyanani, 'Dampak Covid-19 Pada Perekonomian Indonesia', *Seminar Nasional & Call For Paper, Hubisintek* (2020).

<sup>5</sup> 'Transaksi Perdagangan Elektronik Di Masa Pandemi Menanjak' (*MUCConsulting*, 2020).

<sup>6</sup> Triyan Pangastuti, 'E-Commerce Transaction Value to Hit \$27.5b in 2021' (*Jakarta Globe*, 2021).

do more transactions through digital banking or electronic money than usual.

Meanwhile, Minister of Finance Sri Mulyani estimates that, in general, in the medium term, Indonesia's digital economy will continue to increase. According to his calculations, in the next five years Indonesia's digital economy will increase from USD 40 billion or around IDR 588 trillion to USD 133 billion or IDR 1,955 trillion, assuming the rupiah exchange rate is IDR 14,700 per US Dollar. If the calculation is correct, the value of Indonesia's digital economy will be twice that of Thailand.<sup>7</sup>

The development of the digital economy will have a positive impact on state finances, especially in terms of taxes. Moreover, the government is currently intensively taxing digital companies, one of which is through the obligation to collect Value Added Tax (VAT) on trade conducted through the electronic system (PMSE).<sup>8</sup>

This policy targets global digital companies that sell their digital content to customers in Indonesia. There are 36 global business entities with digital platforms appointed as PMSE collectors. This policy has been effective since August and until now has succeeded in collecting PMSE VAT worth IDR 97 billion.<sup>9</sup>

Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. It is stated that consumers are every person who uses goods and/or services available in the community, both for the benefit of themselves, their families, other people, and other living creatures and not for trading. Meanwhile, a business actor is every individual or business entity, whether in the form of a legal entity or not a legal entity that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, either alone or jointly through agreements to organize business activities in various fields.

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<sup>7</sup> Ministry of Finance of Republic of Indonesia, 'Minister of Finance: Digital Transformation Will Increase Productivity and Economy' (*Ministry of Finance of Republic of Indonesia Website Management*, 2020).

<sup>8</sup> Kementerian Investasi/BKPM, 'At Full Speed: Indonesia's Plan To Accelerate Investment' [2021] *OSS Indonesia*.

<sup>9</sup> Ministry of Finance of Republic of Indonesia, 'Innovate Indonesia Unlocking Growth Through Technological Transformation' (2020).

There are five principles in consumer protection, namely the principles of benefit, justice, balance, security and consumer safety and legal certainty,<sup>10</sup> which can be explained as follows: The principle of benefit is intended to mandate that all efforts in the implementation of consumer protection must provide the maximum benefit to the interests of consumers and business actors as a whole.

1. 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.
2. 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.
3. The principle of consumer safety and security is intended to provide guarantees for security and safety to consumers in the use, use and utilization of goods and/or services consumed or used.
4. 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.

In 2017, President Joko Widodo issued Presidential Regulation Number 50 of 2017 concerning the National Strategy for Consumer Protection which stated that, in order to create a healthy business climate and relationship between business actors and consumers, as well as to encourage an efficient and equitable national economy,<sup>11</sup> it is necessary to provide protection synergistic, harmonious, and integrated consumer protection. In order to carry out synergistic, harmonious, and integrated consumer protection in accordance with the direction of the Government's development policies and strategies as stipulated in Presidential Regulation Number 2 of 2015 concerning the 2015-2019 National Medium-Term Development Plan, it is necessary to formulate a National Strategy for Consumer Protection. STRANAS-PK aims to:

- a. Provide policy directions and strategies for the implementation of national consumer protection that are more synergistic, harmonious, and integrated for ministries/agencies, local governments, and relevant stakeholders;
- b. Accelerate the implementation of consumer protection in priority sectors; and

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<sup>10</sup> Intergovernmental Group of Experts on Consumer and Protection Law and Policy, 'Voluntary Peer Review of the Consumer Protection Law and Policy of Indonesia: Overview' (2019).

<sup>11</sup> Minister of Investment of Indonesia, 'Indonesia Investment Guidebook' (2021).

- c. Encourage the improvement of public welfare and the creation of a more equitable business climate and relationship between business actors and consumers.

STARNAS-PK functions as:

- a. guidelines for ministries/agencies and local governments in planning, implementing, monitoring and evaluating the implementation of consumer protection in accordance with their respective duties and authorities; and
- b. guidelines for business actors and the public in realizing an active role in consumer protection. STRANAS-PK consists of strengthening three pillars, namely:
  - a. increasing the role of government;
  - b. increasing consumer empowerment; and
  - c. increased compliance of business actors.

With the STRANAS-PK, it is hoped that consumers will feel that their rights are protected and that they are prosperous consumers. Consumers feel more confident in consuming and will tend to consume more so that they can make a greater contribution to economic growth. For this reason, consumer welfare and empowerment need to be an important part of economic development, one of which is through the implementation of effective consumer protection policies.

Electronic commerce is a transaction model with different characteristics from conventional transaction models, especially with a reach that is not only local but also global. The new method is able to generate business directly or often referred to as online. Through this trade transaction, the existing trading concept can be turned into a telemarketing concept, namely remote trading using the internet.<sup>12</sup> In addition, with this concept, the quality and quantity of the desired goods and services can be known even though virtually and without being limited by region. This has resulted in consumer behavior becoming increasingly critical and selective in determining which products to choose, especially with the convenience provided in electronic commerce transactions as well as conventional transactions. This attraction has also started to attract consumers to conduct electronic commerce

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<sup>12</sup> Rizka Syafriana, 'Perlindungan Konsumen Dalam Transaksi Elektronik' (2016) 1 De Lega Lata.[430].



transactions. Regarding the issue of dispute resolution in electronic transactions, there is a tendency to choose arbitration forums. This is to maintain the reputation of the disputing parties because the decision of the arbitration forum is final and binding and is considered in accordance with the motto of electronic transactions, namely cheap, efficient, and practical.<sup>13</sup>

In an effort to provide legal protection for the interests of consumers, the state has an important role in making consumers aware of their rights and obligations. It is also very important to empower consumers. Consumer empowerment is a goal in increasing consumer awareness, ability and independence to protect themselves so as to avoid various negative access to the use of goods or services needed.<sup>14</sup> The existence of Law Number 11 of 2008 concerning Information and Electronic Transactions (UU ITE) is one of the legal bases in conducting buying and selling transactions electronically.<sup>15</sup> It can be seen in advance, the provisions regarding electronic transactions are contained in Article 1 paragraph 2 of Law Number 11 of 2008 concerning Information and Electronic Transactions<sup>16</sup> which states that: "Legal actions are conducted using computers, computer networks, and or other electronic media".<sup>17</sup> Thus, doing business online can be said to be an electronic transaction because doing business online is a legal act carried out using electronic media.

In conducting electronic transactions, both business actors and consumers are required to provide correct data and must not be misleading. Due to this reason, Law no. 11 of 2008 concerning Information and Electronic Transactions<sup>18</sup> prohibits any person or business actor from spreading false news that is misleading and

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<sup>13</sup> *ibid.*

<sup>14</sup> Megawati Simanjuntak, 'Consumer Empowerment on Online Purchasing' (2020) 11 Independent Journal of Management & Production.[236].

<sup>15</sup> Law of The Republic of Indonesia Number 11 Of 2008 Concerning Electronic Information And Transactions 2008.

<sup>16</sup> *ibid.*

<sup>17</sup> RizkiYudha Bramantyo and Irham Rahman, 'Legal Protection of E-Commerce Consumers in Online Transactions in Indonesia' (2019) 4 American Journal of Social Sciences and Humanities.[358].

<sup>18</sup> Law Of The Republic Of Indonesia Number 11 Of 2008 Concerning Electronic Information And Transactions.

causes harm to consumers, and consumers can file a lawsuit against the organizers of online transactions if the consumer suffers a loss.<sup>19</sup> In addition to Law Number 8 of 1999 concerning Consumer Protection, it is hoped that the Indonesian people can understand and be aware of the rights and obligations of business actors in order to be responsible.

Components in Electronic Transactions include:<sup>20</sup>

1. There is a trade contract.
2. The contract is executed by electronic media.
3. The physical presence of the parties is not required.
4. The contract takes place in a public network.
5. An open system, namely the internet.
6. The contract is independent of the limits of national jurisdiction.

An electronic contract is a standard contract that is designed, determined and disseminated digitally through the internet site (website) unilaterally by the contract maker, to be digitally closed by the conclusion of the contract. The characteristics are<sup>21</sup> as follows:

1. Electronic contracts can occur remotely and even beyond the boundaries of a country via the internet.
2. The parties to an electronic contract have never met face-to-face (faceless nature), and may never even meet.

Business actors who offer products through an electronic system are required to provide complete and correct information relating to contract terms, producers, and products offered.<sup>22</sup> Business actors are required to provide clear information about contract offers or advertisements.<sup>23</sup> This is confirmed in Article 7 of the Consumer

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<sup>19</sup> John Fraedrich, OC Ferrell, and Linda Ferrell, *Business Ethics Ethical Decision Making And Cases* (8th edn, South-Western, Cengage Learning 2011).

<sup>20</sup> Bambang Pujiono, 'Presentasi Slide PPT Yang Disampaikan Pada Pengabdian Masyarakat' (2021).

<sup>21</sup> L Helberger, N Loos and MBM Guibault, 'Digital Content Contracts for Consumers' (2013) 3 *Journal of Consumer Policy*. [37].

<sup>22</sup> Office of Field Services, *Commerce Business Daily* (U S Department of Commerce 2000).

<sup>23</sup> Stephan R Brill and Jay M Feinman, 'Is an Advertisement an Offer? Why It Is, and Why It Matters' (2008) 58 *Hastings Law Journal*. [61].

Protection Law regarding the obligations of business actors<sup>24</sup> namely:

- a. Have good intentions in carrying out their business activities;
- b. Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as provide an explanation of the use, repair and maintenance;
- c. Treat or serve consumers correctly and honestly and non-discriminatory;
- d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services;
- e. Provide opportunities for consumers to test, and/or try certain goods and/or services as well as provide guarantees and/or warranties for goods manufactured and/or traded;
- f. Provide compensation, compensation for losses resulting from the use, use, and utilization of traded goods and/or services;
- g. Provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

Even though buying and selling transactions are implemented online, based on the ITE Law, they are still recognized as responsible electronic transactions. Approval to buy goods online by clicking on approval of the transaction is a form of acceptance that expresses approval in the agreement on electronic transactions. In terms of the implementation of electronic transactions between business actors and consumers, if a dispute occurs, it will be more appropriately resolved through an out-of-court settlement, namely through BPSK.

Law enforcement efforts in e-commerce dispute resolution can be carried out preventively by establishing norms whose substance prevents violations of consumer rights in laws and regulations. Regarding repressive law enforcement, Article 18 paragraph (4) of Law no. 19 of 2016 explains that business actors and consumers can determine the forum that will resolve disputes experienced, such as through court institutions, arbitration institutions, and other institutions that have the authority to resolve disputes between the parties. A lawsuit can be filed by parties who have suffered losses due to activities through e-commerce.

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<sup>24</sup>Dewi Noorensia Pranadhita and Intan Inayatun Soeparma, 'Business Actor Responsibilities in Electronic Commerce' (2020) 12 Talent Development & Excellence.[340].

### **Enforcement of Consumer Rights through Consumer Dispute Settlement and Consumer Protection Boards**

A consumer dispute is a dispute in which one of the parties must be a consumer, as regulated in Article 45 Chapter X of Law Number 8 of 1999 concerning Consumer Protection (UUPK). Consumer disputes can be resolved through the Court or outside the Court based on the voluntary choice of the parties. The elements contained in Article 45 of the UUPK include: the existence of losses suffered by consumers, and lawsuits made against business actors and carried out through the courts. Furthermore, Article 48 of the UUPK states that the settlement of disputes through the courts refers to the provisions applicable in the general court by taking into account the provisions of Article 45 of the UUPK. Besides that, according to paragraph (1), dispute resolution can also be carried out outside the court. This out of court settlement can be implemented by utilizing the Consumer Dispute Settlement Agency (BPSK), as regulated in Article 49 to Article 58 of the UUPK.

Article 1 paragraph (8) Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 350/MPP/Kep/12/2001 concerning the Implementation of Duties and Authorities of the Consumer Dispute Settlement Agency states:

Consumer disputes are disputes between business actors and consumers who demand compensation for damage, pollution and/or who suffer losses due to consuming goods and/or utilizing services.

Based on Article 23 of the Consumer Protection Law, business actors who refuse and/or do not respond and/or do not fulfill compensation for consumer demands as referred to in Article 19 paragraph (1), paragraph (2), paragraph (3), and paragraph (4), can be sued through a consumer dispute settlement agency or submit to a judicial body at the consumer's domicile. Consumer disputes can occur due to:

- A. Violation of the rights and obligations of consumers'/business actors.
- B. Articles 4 to 18 of the Consumer Protection Act.
- C. Default.

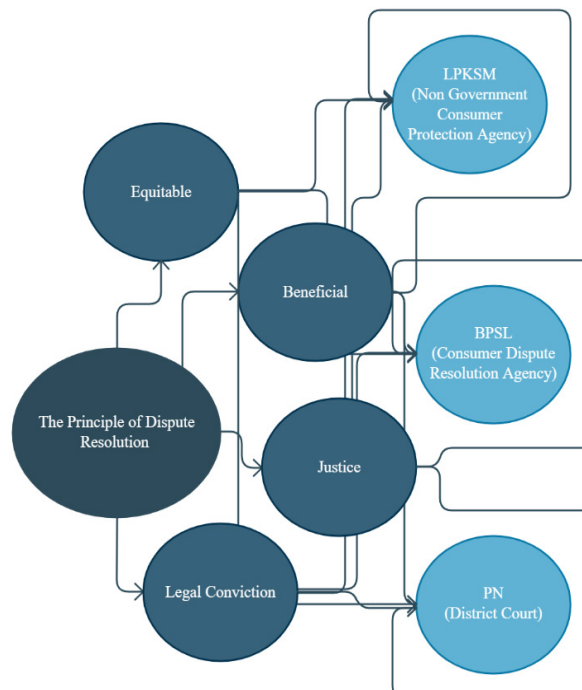
Default is breaking a promise or not keeping a promise. Default is regulated in Article 1243 of the Civil Code (KUHPer), which reads: “Reimbursement of costs, losses, and interest due to non-fulfillment of an agreement is mandatory, if the debtor, even though it has been declared Default, still fails to fulfill the engagement, or if something what must be given or done can only be given or done within the time that has exceeded the specified time.” The elements of default are:

1. There is an agreement by the parties;
2. There are parties who violate or do not carry out the contents of the agreement that have been agreed upon;
3. It has been declared negligent but still does not want to carry out the contents of the agreement.

Thus, it can be understood that a default is a condition in which the creditor or debtor does not/negligently implement the agreed agreement

Consumer dispute resolution options as described below:

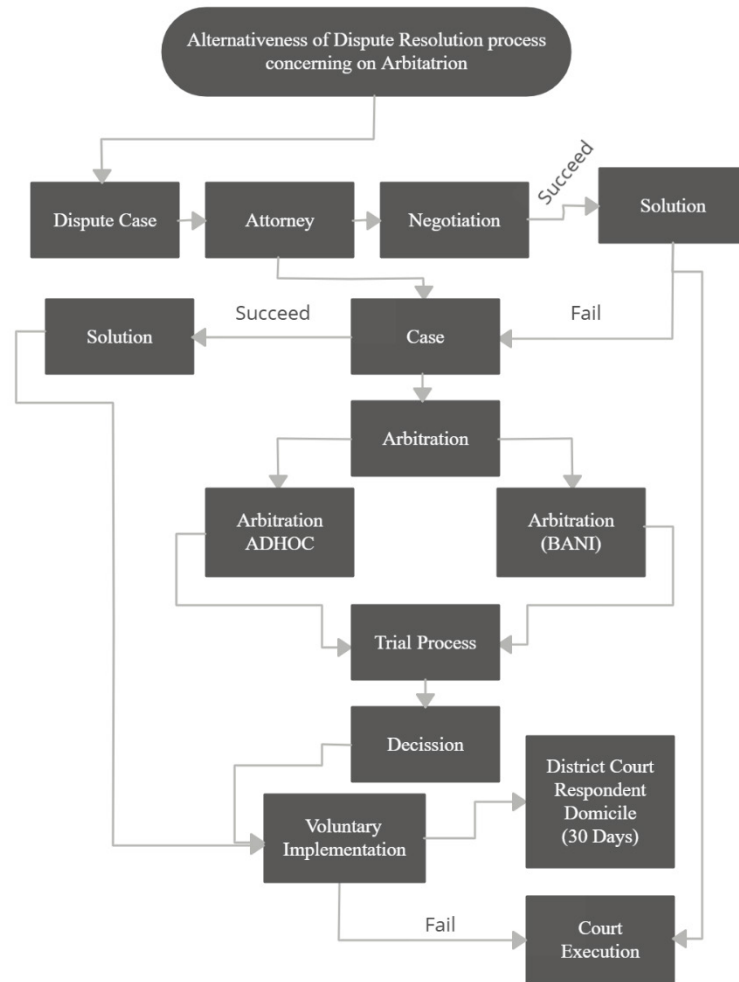
**Fig. 1.** The Principle of Dispute Resolution – an Alternative



Settlement of disputes through arbitration proceedings based on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and dispute resolution through Consumer Dispute Settlement Agency based on the Consumer

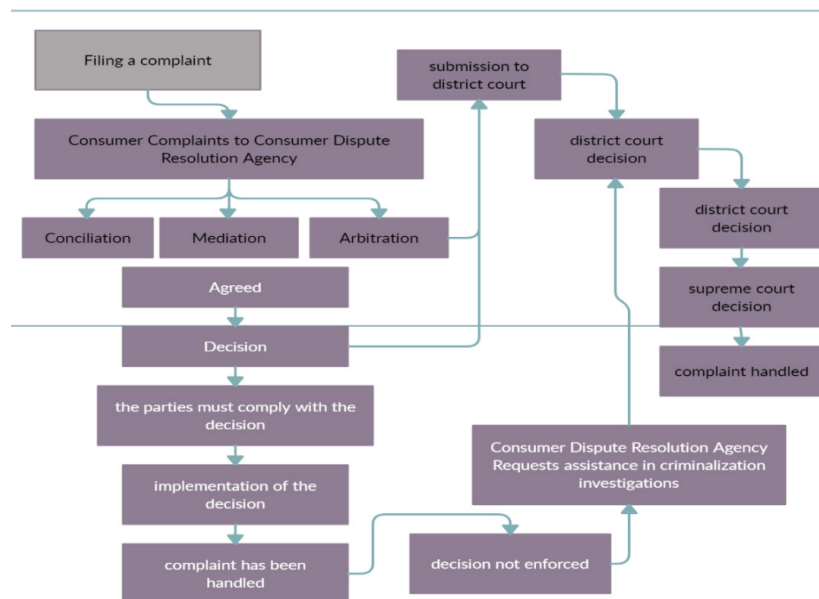
Protection Act can be explained in the image below:

**Fig. 2.** The Process of Arbitration



Violations of the Consumer Protection Law committed by business actors, whether carried out by business actors from abroad or domestic business actors, clearly position the position of business actors and consumers to be unbalanced, and consumers to be in a weak position. As a result, consumers become the object of business activities for business actors to obtain the maximum profit either through promotions, sales methods or standard agreements which, of course, will result in losses to consumers, the amount of which is sometimes not small. Incidents like this will eventually lead to disputes between consumers and producers.<sup>25</sup>

<sup>25</sup> Bambang Sugeng AS., 'Penyelesaian Sengketa Konsumen Melalui Gugatan Kelompok' (2010) 25 Jurnal Yuridika.[118].

**Fig. 3.** The Process of Dispute Resolution

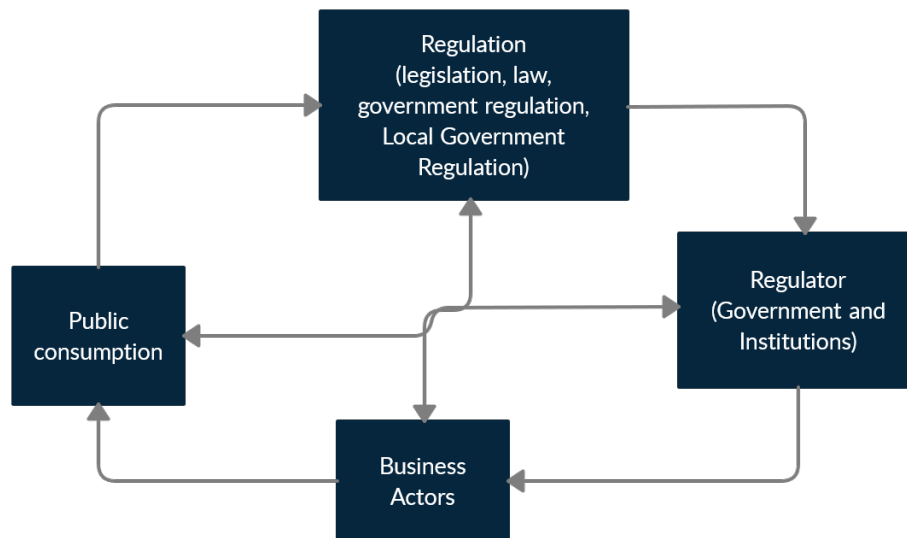
The existence of losses suffered by a large number of consumers (a group of Consumers) allows the filing of a lawsuit/claim, as specified in Article 46 paragraph (1) letter (B) of the Consumer Protection Act, which states that “A lawsuit for a business actor’s violation can carried out by a group of consumers who have the same interest”. Furthermore, according to the provisions of Article 46 paragraph (2) of the Consumer Protection Act, it is determined that “A lawsuit filed by a group of consumers is submitted to the general court”.<sup>26</sup>

The National Consumer Protection Agency (BPKN) was formed as an effort to respond to the dynamics and needs of consumer protection that are developing rapidly in society. The establishment of BPKN is based on the provisions of Law No. 8 of 1999 concerning Consumer Protection (UUPK) which was followed up with PP No. 57 of 2001 concerning the Duties, Functions and Membership of BPKN. Membership of BPKN Period I for the term of 2004 - 2007 totaled 17 people, which was formed based on the Presidential Decree No. 150/M of 2004 concerning the Appointment of BPKN Members. With a new spirit, 20 members of BPKN for the second period of 2009-2012 were formed. Presidential Decree of the

<sup>26</sup> *ibid.*

Republic of Indonesia No. 80/P of 2009 dated 11 October, 2009, the Third Period of 2013-2016 term of office with the Decree of the President of the Republic of Indonesia Number 80/P of 2013 was formed of 23 BPKN members representing the government, academics, experts and the Non-Governmental Consumer Protection Agency (LPKSM).

Fig. 4. The Role of the National Consumer Protection Agency Republic of Indonesia



The functions and duties of BPKN in receiving complaints from various parties regarding violations of consumer rights will be able to assist consumer protection efforts through recommendations to the government regarding the need to resolve violations of consumer rights. The functions and duties of BPKN, as an institution formed to represent the Government, are stipulated in Articles 33 and 34 of the Law on Consumer Protection.

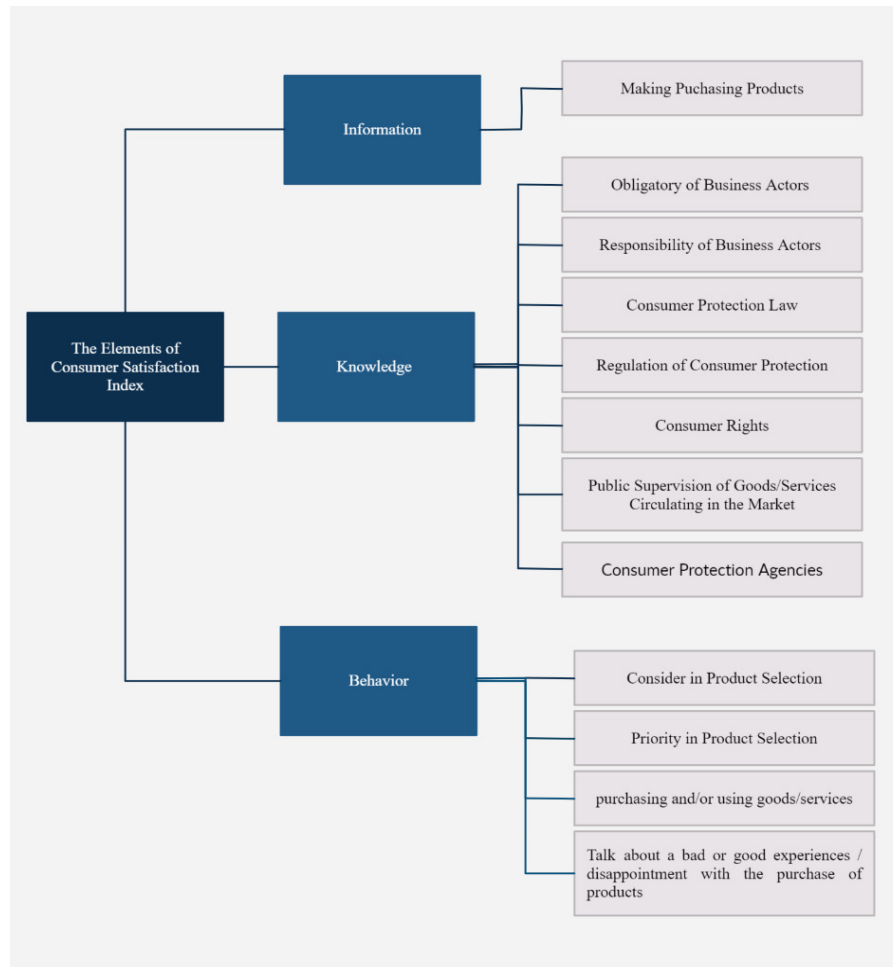
### Consumer Satisfaction Index (IKK) in East Java and Consumer Dispute Resolution at BPSK Surabaya City

The various elements contained in each dimension can be used as a reference to see the level of consumer empowerment in East Java Province. Hence, the index value per dimension can be used to see the shortcomings of the level of consumer empowerment and things that must be prioritized in increasing consumer



empowerment in East Java Province. The elements are:<sup>27</sup>

**Fig. 5.** The Elements of Satisfaction Consumer Index



Whereas the index value based on element (j), namely: things to be considered in product selection, is the highest compared to the index of other elements and index based on element (s), namely, The Intended Party for Complaints against Purchase Dissatisfaction with Goods/Services, is lower than the index of other elements. This is in line with the value of the dimension index, where the dimension of the selection of goods and services which is a group of elements (j) which obtains the highest index value and the dimension of Complaint Behavior which is a group of element (s) which obtains the lowest index value.<sup>28</sup>

<sup>27</sup> Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga, 'Hasil Survey Indeks Keberdayaan Konsumen (IKK) Nasional' (2020).

<sup>28</sup> *ibid.*

Meanwhile, the IKK value for Indonesia in 2020 is based on gender; the average CPI for women (55.85) is higher than for men (54.42) and based on age, the average CPI for productive age (54.88) is higher than the age below. When viewed from the level of income, the average IKK of high income (57.43) is higher than the level of income below it, and from the level of education, the average IKK of higher education (55.68) is higher than the level of education below it. Meanwhile, based on occupation, the average IKK for other occupations (57.60) is higher than for other types of work. In simple terms, it can be concluded that empowered respondents are respondents with a profile of female sex, productive age, high income, highly educated, and work.<sup>29</sup> Based on the results of the analysis, it was found that, together, the variables of Income, Gender, Age, Occupation, and Education had no effect on the Consumer Empowerment Index. All variables partially have no effect on the Consumer Empowerment Index.<sup>30</sup>

Thus, it can be said that the Consumer Empowerment Index implemented by the Directorate General of Consumer Protection and Orderly Commerce, Ministry of Trade of the Republic of Indonesia in 2021, the Consumer Empowerment Level of East Java Province is in the capable category with an IKK value of 55.11, where the IKK value of East Java Province is above the national IKK value of 49.07; both are included in the able category, which means that consumers have been able to use their rights and obligations to make the best choices, including using domestic products for themselves and their environment.<sup>31</sup>

For East Java Province IKK, based on its dimensions, it is known that the order of the highest dimensions is the dimension of the selection of goods and services, while the order of the lowest dimensions is the dimension of complaint

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<sup>29</sup> *ibid.*

<sup>30</sup> *ibid.*

<sup>31</sup> Dinas Perindustrian dan Perdagangan Provinsi Jawa Timur, 'BPSK Kota Surabaya UPT Perlindungan Konsumen Surabaya'.

behavior. While for the East Java Province IKK, based on its elements, it is known that the order of the highest elements is the thing that is considered in product selection, while the lowest element is the party who is intended for complaints against purchasing dissatisfaction with goods/services.

In order to realize consumer protection, the East Java Provincial Government established a Consumer Dispute Resolution Agency (BPSK) which is domiciled in each of the working areas of the Consumer Protection UPT. This is in line with the enactment of Law No. 8 of 1999 concerning Consumer Protection and Law No. 23 of 2014 concerning Regional Government, the Surabaya Consumer Protection UPT, the East Java Province Industry and Trade Office in 2020 with a working area covering Sidoarjo, Surabaya City, Gresik, Bangkalan, Sampang, Pamekasan, and Sumenep.

**Table 1.** The Implementation of Consumer Dispute Resolution – Surabaya Consumer Protection Unit in 2019 and January – December 2020

Services	2019	2020
Consultation		125
Complaints		33
Not on Trial		8
Mediation		5
Trial	9	25
Outside Trial	1	8
<b>Total</b>	<b>10</b>	<b>204</b>

*Source: Secondary Data, 2020*

For the Implementation of Consumer Disputes based on Surabaya Consumer Protection Unit in 2019 and January to December 2020, the total of each year is 10 dispute resolutions and 204 dispute resolutions, with the highest number in 2020 as consultation and following number in second place as complaints with a total 33, and the lowest is Outside Trial with eight.<sup>32</sup>

<sup>32</sup> *ibid.*

**Table 2.** Total Complaints based on Service Dispute in 2020

Complaints	Total	Percent %
Financing (Property)	4	12.1
Financing (Leasing)	24	72.7
Payment (PLN)	2	6
Payment (Online Purchase)	1	3
Service Delivery of Goods	1	3
Service (Hospital)	1	3
<b>Total Complaints</b>	<b>33</b>	

*Sources: Secondary Data, 2020*

Based on the table above, it shows that the highest complaints is categorizing on financial with total scores 28, consisting of property (4) and leasing (24) with 12.1% and 72.7%, respectively. and the lowest complaints numbers are delivery of goods service (1) and hospital services (1) with each at 3%.<sup>33</sup>

**Table 3.** Recapitulation of Consumer Dispute Resolution Services - Surabaya Consumer Protection UPT January - December 2020

Services	Year of 2020/Month												$\Sigma$ k each component
	1	2	3	4	5	6	7	8	9	10	11	12	
Consultation	14	12	20	1	8	9	15	8	7	7	12	12	125
Complaint	3	3	4	1	1	2	2	4	1	2	4	6	33
Mediation	0	2	2	0	0	1	0	0	0	0	0	0	5
Trial	0	0	0	0	0	0	0	0	0	0	14	11	25
No Trial Yet	1	0	1	0	0	0	0	1	0	1	0	4	8
Outside BPSK Trial	0	0	0	0	0	0	0	0	0	0	8	0	8
<b><math>\Sigma</math>k whole components</b>	<b>18</b>	<b>17</b>	<b>27</b>	<b>2</b>	<b>9</b>	<b>12</b>	<b>17</b>	<b>13</b>	<b>8</b>	<b>10</b>	<b>30</b>	<b>33</b>	<b>204</b>

*Sources: Secondary Data, 2020*

Based on the table above, the recapitulation of consumer dispute resolution service from January to December 2020. The detail of consumer dispute resolution in whole components month with the highest number was in December with 33 and

<sup>33</sup> *ibid.*

the lowest is in April with two.<sup>34</sup>

**Table 4.** The Remaining Complaints Not on Trial based on 2019 Data, Consumer Dispute Resolution Agency Secretariat

Results	Total
Agreed	1
Disagreed	1
Without Resolution	6
Outside the Court	2
Total	10

*Sources: Secondary Data, 2020*

Based on the table above, it shows that in the 2019 data at the BPSK Secretariat of the City of Surabaya, the remaining 10 complaints that have not been tried are all complaints in 2019 with four different results, agreed (1), disagreed (1), without resolution (6), outside the court (2).<sup>35</sup>

**Table 5.** Total Complaints based on 2020 Data – BPSK Secretariat

Complaints	Total		
Leasing	24		<b>Agreed</b> 12
Property	4		<b>Disagreed</b> 2
PLN	2		<b>Without Resolution</b> 2
Online Purchase	1	<b>Post-Trial</b>	<b>Outside Court</b> 9
Hospital Service	1		<b>Not on Trial</b> 8
Delivery of Goods	1		

*Sources: Secondary Data, 2020*

Meanwhile, based on the 2020 data at the BPSK Secretariat of the Surabaya City above, the number of incoming complaints is 33 complaints, 25 complaints have been tried, and eight complaints have not been tried, with details of the problems as in the table above.<sup>36</sup>

<sup>34</sup> *ibid.*

<sup>35</sup> *ibid.*

<sup>36</sup> *ibid.*

In the context of implementing consumer dispute resolution at BPSK Surabaya City, it is carried out in several stages, starting from consultations, complaints, and the process of examining cases that have been complained of, up to the imposition of decisions/stipulations by the BPSK.

### **Conclusion**

Trade transactions both directly and especially through online, which are now a lifestyle for consumers, are a necessity and solve problems in terms of limited time, facilities and others. Law enforcement efforts in resolving consumer disputes can be performed preventively through the formation of norms whose substance prevents violations of consumer rights in laws and regulations. Regarding repressive law enforcement, the Consumer Protection Law explains that business actors and consumers can determine which forums will resolve the disputes they experience, such as through courts (litigation), or other institutions that have the authority to resolve disputes between the parties, namely: through the Settlement Body. Consumer Dispute (BPSK). The East Java Provincial Government established the Consumer Dispute Resolution Agency (BPSK) based in each of the UPT Consumer Protection work areas, including the Surabaya Consumer Protection Unit, the East Java Province Industry and Trade Office in 2020 with a working area covering Sidoarjo, Surabaya City, Gresik, Bangkalan, Sampang, Pamekasan and Sumenep. The existence of the Surabaya City BPSK has made a positive contribution to increasing the Consumer Satisfaction Index in the province of East Java.

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