

THE COMPARATIVE ANALYSIS OF CONSUMER DISPUTE RESOLUTION IN THE KARAWANG COURT AND CONSUMER DISPUTE RESOLUTION AGENCY (BPSK)

Wulan Sri Rahayu^{1*}, Yuniar Rahmatiar²

^{1,2}Buana Perjuangan University Karawang, Indonesia

*Correspondent Email: hk20.wulanrahayu@mhs.ubpkarawang.ac.id

Abstract

Indonesian Consumer Protection Law which controls the assurance of shoppers affirms in Article 1 passage (1) that shopper security is any exertion that ensures the presence of legitimate certainty to supply security to shoppers. This study method was qualitative and juridical approach. The results showed that the debate determination in court settlement of buyer debate in court or regularly called determination by case. Debate determination exterior the shopper debate determination court as directed in Law Number 8 of 1999 concerning customer assurance can be taken by making a complaint to the BPSK. It can be concluded that the legal certainty of the BPSK decision is the resolution of disputes that are still not in accordance with the expectations of the community. The process in BPSK is often more informal and more confidential than this process in court can make the parties involved feel more comfortable because their privacy is protected.

Keywords: Dispute Resolution; BPSK; UUPK.

Abstrak

Undang-Undang Perlindungan Konsumen Indonesia yang mengatur tentang jaminan konsumen ditegaskan dalam Pasal 1 ayat (1) bahwa jaminan konsumen adalah segala upaya yang menjamin adanya kepastian hukum untuk memberikan rasa aman kepada konsumen. Metode penelitian ini adalah kualitatif dan pendekatan yuridis. Hasil penelitian menunjukkan bahwa penyelesaian sengketa konsumen di pengadilan atau biasa disebut dengan putusan per perkara. Penyelesaian sengketa di luar pengadilan sengketa konsumen sebagaimana diamanatkan dalam Undang-Undang Nomor 8 Tahun 1999 tentang jaminan konsumen dapat ditempuh dengan cara mengajukan gugatan ke BPSK. Dapat disimpulkan bahwa kepastian hukum putusan BPSK merupakan penyelesaian sengketa yang masih belum sesuai dengan harapan masyarakat. Proses di BPSK yang seringkali bersifat informal dan lebih rahasia dibandingkan proses di pengadilan ini dapat membuat para pihak yang terlibat merasa lebih nyaman karena privasi mereka terlindungi.

Kata Kunci: Penyelesaian Sengketa; BPSK; UUPK.

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INTRODUCTION

The state of Indonesia is one of the developing countries that uphold free trade and follow global and technological developments, until the establishment of the UUPK (consumer protection law) above is also motivated by the economic and political development of Indonesia. Disputes between businesses and consumers often arise locally and are often resolved through the courts, but are often conducted peacefully through consultation to reach an agreement. Judicial resolution of Consumer Disputes, defined as litigation, is usually the last resort for the parties to resolve consumer problems.

This is because the legal procedure from filing a lawsuit to imposing a sentence is considered quite long. Thus, other consumer dispute resolution methods are needed that are more flexible, provide results according to the agreement of the parties, and can better support customers in resolving their problems. This can be done outside of court. Which means, is a way of assisting and bringing together the parties to the dispute in a forum whose purpose is to find the best solution to consumer problems. UUPK has facilitated compensation for customers who seek to resolve conflicts out of court through the establishment of BPSK. The following method is generally chosen by BPSK as one of the non-litigation procedures (Chrisdanty, n.d.).¹

BPSK (Consumer Dispute Management Agency) is confident in the existence of improvements and improvements between businesses and businesses. The purpose of BPSK is mentioned in Article 49 (1) of the UUPK and its implementation is mentioned in Article 1 paragraph (11). The government created BPKP in the 2nd level area to help improve beyond supervision (Article 49 paragraph 1 of the UUPK). This institution was established to support community empowerment in a professional, fast, efficient, and cost-effective manner (information of UUPK Article 1 No. 11) (Aris Purwantinah, 2021).²

UUPK No.8/1999 in Article 1 Paragraph (1) it is stated that consumer protection is a variety of efforts to ensure legal provisions to protect customers/consumers. Which means, the UUPK firmly guarantees the protection of customers when they are harmed by business people.³ Dispute resolution to protect consumer rights is stipulated in Article 45 of the UUPK which states that the completion of the case can be carried out in court or out of court according to the independent decision of the party in question. Completion of cases outside the court can be run through BPSK. BPSK's mandate and authority include the settlement and handling of customer cases regarding arbitration, mediation, or consolidation. This not only serves as a means of resolving disputes, but also provides for binding administrative sanctions against business people who oppose certain prohibitions imposed on them.

The problem is, even though the BPSK decision is final and binding, it can still be appealed to the Local Court and the decision is not necessarily implemented. In addition, BPSK also has other obstacles. Legal protection of customers is divided into 2 parts. First, there is no conflict (pre-purchase), that is, there is no conflict, and it can be run through 2 ways. That is, the policy of the law that provides

¹ Febry Chrisdanty. "Penyelesaian Sengketa Konsumen Melalui Pengadilan dan Non Litigasi Oleh Badan Penyelesaian Sengketa (BPSK)". Jurnal Magister Hukum Prespektif. 2021. Hlm 54

² Aris Purwantinah, S.Pd (2021). "*Pengelolaan Bisnis Ritel SMA/MAK Kelas XII*". Gramedia Widiasarana Indonesia. Hal:162

³ Undang-Undang Perlindungan Konsumen Nomor 8 Tahun 1999 Pasal 1 ayat (1) Tentang Perlindungan terhadap konsumen

legal protection through the establishment and design of various legal policies. Consumer protection is achieved through the voluntary drafting of regulations by business people within a company. Second, disputes between businesses and consumers can be resolved through litigation, which provides legal protection for consumers. The last is the filing of lawsuits arising between businesses and consumers to BPSK or the court (Kurniawan, n.d.)⁴

BPSK is authorized to take decisions on resolving consumer conflicts outside the court. The decision is binding and final as stipulated in Article 54 paragraph (3) of the UUPK and the BPSK decision is binding and final, meaning that no further legal action can be taken against the decision.⁵ As happened in BPSK Karawang regency about the case between PT Bank Index Selindo which at first they chose to solve the problem through BPSK Karawang Regency. In the process BPSK Karawang decided the problem between PT Bank Index Selindo with Johannes Andrian. Because one of the parties did not accept the BPSK decision, a lawsuit was filed against PN Karawang.

PT Bank Index Selindo and Johannes Andrian have a debt and receivable agreement, on the way Johannes does not pay installments in accordance with the agreed agreement. Then after six months they agreed to resolve the issue and appoint BPSK Karawang Regency. In the results of this bpsk settlement that the defendant Johannes Andrian did not need to pay interest for 6 months, it turned out that on the way johanes did not carry out. So PT Bank Index Selindo filed a lawsuit to the Karawang District Court requesting cancellation of the agreement.

Because the BPSK decision is binding and final, the conflict that is resolved should be said to be over, but the fact is that the losing party may consider the decision unacceptable and, as experienced in this incident, this often results in a lawsuit to the local court or further lawsuits between PT Bank Index Selindo and Johannes Andrian. PT Bank Index Selindo which lost in the process of completing the case in BPSK Karawang did not accept and appealed to PN Karawang. PT Bank Index Selindo appealed against the decision of BPSK Karawang City on the grounds of harming creditors, therefore creditors must file an objection based on BPSK decision no.072 / BPSK-KRW/XII / 2021 to PN Karawang. On these objections, the decision of BPSK Karawang canceled.

With the rejection of the BPSK decision, PT Bank Index Selindo sued Johannes Andrian with case number 072/BPSK-KRW/XII/2021 with it that the amar of the decision was not in line with the existing reality because in the plaintiff's answer (Bank Index Selindo) at the trial in BPSK it was conveyed that the defendant (Johanes Andrian) had been given relaxation in the form of relief on payment of his debt by the plaintiff (Bank Index Selindo) as in Credit Approval Letter number 782/SPK/BKS/VII/2020 dated July 10 2020 which became evidence in the BPSK trial. Sourced from the description of the background, the researchers examined two formulations of the problem, namely "How is the legal certainty of Consumer Dispute Resolution through the courts based on the UUPK No. 8 of 1999". Obstacles felt by BPSK in handling consumer protection cases.

⁴ Kurniawan. (2012), "Permasalahan Dan Kendala Penyelesaian Sengketa Konsumen Melalui Badan Penyelesaian Sengketa (BPSK)", *Jurnal Dinamika Hukum Vol.12 No.1*, Hal.162

⁵ Undang-Undang Nomor 8 Tahun 1999 tentang "Perlindungan Konsumen", (Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42), Pasal 54 ayat 3

METHOD

The following research is a study of normative juridical approach. The following research is conducted on the basis of secondary sources of law and through consideration of existing legal principles, theories, and policies as well as related to the following research. The following research methods are defined as library methods because they require literature review in the form of magazines, books, research papers, and law policies related to research.

RESULT AND DISCUSSION

1. *BPSK Legal certainty regarding the settlement of Consumer Disputes through the courts based on Law No. 8 of 1999 on Consumer Protection which had previously been resolved through BPSK*

Indonesia has a policy that regulates legal provisions to protect consumers, namely UUPK No.8/1999. Consumer protection is often used to provide legal protection against a variety of things that make customers disadvantaged.

A Patent is an exclusive right granted by the government to its owner to protect a particular invention or discovery. In the context of IPR law, a Patent functions as a tool to reveal inventions that were initially kept secret, as well as providing protection for these inventions. The Patent registration process involves certain requirements, including the need for novelty which is explained in the Patent description submitted to the Directorate General of Intellectual Property (DJKI). Patent protection is important because it opens up access to certain technological knowledge for society, reduces the risk of repetition of research, and provides incentives for inventors to continue to innovate.

A Patent grants its holder the exclusive right to utilize their invention, while also offering others the chance to make use of the same invention. This process involves a Patent License agreement, which serves as the primary instrument for transferring the right to use a Patent to another party. Licenses create opportunities for individuals or other companies to utilize intellectual rights owned by someone else, whether for social or economic purposes. This creates extensive possibilities in the business realm, fostering further development and exploitation of Patents. In this context, a License presents the potential to increase the owner's income while also enabling other parties to engage in business activities utilizing an existing Patent.

However, it's crucial to pay attention to balancing the interests of both parties when creating a License Agreement. The details of the agreement and making sure each side's duties are fair and reasonable matter a lot. Striking a balance in the License Agreement is vital to make sure neither party is harmed in the process. A Patent License Agreement is an important legal document that outlines the rights and responsibilities of the Patent Owner and others using the Patent. Consider that each agreement is unique and can vary based on the type of Patent and the specific needs of the parties involved. The challenge lies in ensuring these agreements meet legal requirements without causing harm to either party.

Implementation in Indonesia often faces challenges, one of which is because one party is usually in a relatively weak position. Economic factors and a lack of understanding of the agreement often influence their position in negotiations, especially when dealing with foreign parties who have standard contracts. It is important to ensure that the formulation of the Patent License Agreement can provide fair protection and is in accordance with applicable laws and regulations. The clauses in the agreement

must be drafted in accordance with legal principles that do not harm the state and pay attention to the rights and obligations of the parties.

Patent License Agreements are a form of agreement that is developing in developed countries. Typically, in these countries, the License Agreement is structured as a private agreement. If both parties agree to make the agreement an Authentic Deed, they then submit the agreement to be legalized. This approach is considered the most practical, fast and economical method in the context of business activities.

The Patent Law regulates that a Patent License Agreement must be made in a written agreement in Indonesian, therefore the License Agreement can be made in two forms, namely privately and in the form of an Authentic Deed. The choice of form of Patent License Agreement, whether in private form or Authentic Deed, has major implications for legal protection. Agreements in private form are often considered more practical and easier to make, but have weaknesses in the strength of evidence according to Indonesian Law. Meanwhile, an Authentic Deed has stronger evidentiary power, but is considered to require greater costs and time in the process of making it. In Indonesia, this implementation has also adopted the same habit, where License Agreements are more often made by related parties with the help of lawyers or IPR consultants in the form of private agreements.

At the implementation stage in the field, the Patent License Agreement often becomes the object of dispute in court. In cases like this, several aspects become crucial, such as the strength of the evidence and the substance of the agreed deed. Licensing agreements made privately require proof regarding the identity of the parties, signatures, dates, contents of the agreement, and other aspects. The limited evidence of this kind of agreement often gives rise to debate, where business activities that were initially considered more economical in the form of private agreements then end up causing greater costs when involved in legal disputes.

This situation can be overcome by drawing up a Patent License Agreement in the form of an Authentic Deed, this is because an Authentic Deed with evidentiary power will still function as a valid means of proof, unless proven otherwise, whether in terms of content that is contrary to the law, in this case statutory regulations. invitations and the way they are made violate the Notary Profession Law (UUJN).⁶ Agreements made in the form of Authentic Deeds have stronger evidentiary power in the eyes of the law, which ensures greater protection of the rights regulated in the agreement. However, agreements made privately also have advantages in terms of ease and comfort in the process of making them.

However, regardless of the form of the agreement, a Patent License Agreement must meet legal requirements and have balance for the parties which is an important part of their legal protection. The contents of the agreement must be balanced by considering the rights and obligations of both parties. This balance ensures that no party is unfairly disadvantaged in the implementation of the agreement, which is also a crucial step in legal protection efforts.

Although the form of an Authentic Deed is one way to guarantee legal protection, it is not the only way to guarantee the legal security of an agreement. The private form of agreement does not always result in an increased possibility of conflict compared to an Authentic Deed. This is because it

⁶ Hereinafter referred to as the "UUJN"

is also important to ensure that the formulation of the agreement is drafted well, because deficiencies in the formulation can cause problems in the future regardless of the form in the form of a private agreement or an Authentic Deed.

To be able to provide legal protection to the parties in the Patent License Agreement, this can be linked to Lawrence M. Friedman's legal system theory, in which Friedman argued that the effectiveness and success of law enforcement depends on three elements of the legal system, namely legal structure, legal substance, and legal culture.⁷ Friedman's theory explains that legal structure, legal substance and legal culture are interrelated elements in law enforcement in order to provide legal protection. The legal structure concerns law enforcement officials, legal substance includes statutory instruments and legal culture is the living law adopted in a society. In a Patent License Agreement, the legal structure regulates the process of making the agreement, the legal substance determines the firmness and content of the agreement, while the legal culture influences the compliance and enforcement of the agreement.

Legal substance refers to the content or material of the law itself, which in this case is statutory regulations. In a Patent License Agreement, legal substance plays an important role in determining the firmness regarding the use of the Patent, the limitations provided, the rights and obligations of each party, as well as the sanctions that will be applied if there is a violation of the agreement through the use of an Authentic Deed of Patent License Agreement. Effective legal protection requires legal substance that is clear, firm and can be implemented fairly by both parties.

Legal structure refers to the framework or system that regulates law in a particular country or legal environment. In the context of a Patent License Agreement, the legal structure regulates the process of making the agreement and the legal form that must be followed. If the legal substance, in this case the Patent Law, regulates the obligation to use an Authentic Deed to create a Patent License Agreement, then the legal structure that plays an important role in this case is the Notary. This Authentic Deed of Patent License Agreement then also determines the evidentiary strength of the agreement before the law.

Legal culture includes the norms, values and attitudes that develop in society regarding the law. In the context of the Patent License Agreement, legal culture plays an important role in law enforcement. If a culture emphasizes fairness, transparency, and adherence to agreements, the chances of effective law enforcement increase. However, if the existing culture does not support compliance with agreements or does not value compliance with the law, then law enforcement can be difficult.

Until now, Notaries are seen as an additional cost that is a burden on society. Thus, if an agreement is not required to be in the form of an Authentic Deed by law, most people choose to use a private agreement. With legal regulations regarding the obligation to use Authentic Deeds in Patent License Agreements, as well as the role of Notaries as law enforcers who understand aspects of IPR, the culture of society will follow. Where the expected result in the future is awareness among the public

⁷ Paisol Burlian, "Legal System in Indonesia", (Palembang: NoerFikri Offsert, 2015) p. 68-69. Lawrence M. Friedman, in his book *American Law An Introduction*, put forward the Legal System theory. According to him, "A legal system in actual operation is a complex organism in which structure, substance, and culture interact. A legal system is the union of "primary rules" and "secondary rules." Primary rules are norms of behavior, secondary rules are norms about those norms- how to decide whether they are valid, how to enforce them, etc. " In Lawrence M. Friedman, "The Legal System: A Social Science Perspective", (New York: Russell Sage Foundation, 1975) p. 16.

that the Patent License Agreement must be made in the form of an Authentic Deed to be able to protect them in carrying out the licensing business, without considering that making the deed is not an additional burdensome cost.

This means that being able to protect the parties by enforcing the law is not only determined by the formal aspects of law in the form of legal rules alone but also by the legal structure and legal culture. Thus, understanding the structure, substance and legal culture simultaneously becomes crucial in creating an effective Patent License Agreement and providing optimal legal protection for both parties involved. Legal protection that supports the implementation of Patent licensing business is a crucial foundation in creating a fair, structured and protected environment for the parties involved in Patent licensing transactions. In this context, the use of Authentic Deeds in making Patent License agreements has a significant role as one of the main instruments in ensuring strong legal protection.

In the entire Patent licensing process, the use of Authentic Deeds in agreements is an important element to ensure that the Patent licensing business runs fairly, is structured, and is supported by a strong legal foundation. This provides confidence to Patent holders and parties involved that their rights and obligations are legally protected, reduces the risk of disputes, and supports the growth of innovation and further technological development in society.

2. Constraints experienced by the Consumer Dispute Resolution Agency (BPSK) in handling consumer protection cases

A good contract must meet several important criteria, including accuracy. An accurate contract has clarity in its structure and content. The accuracy level of a contract is determined by factors such as completeness, preciseness, and exactness. Completeness, in relation to a contract, means that it contains all necessary parts. A precise and certain contract implies that it precisely formulates the intentions and agreements of the parties involved. Certainty here has a broad scope, covering aspects like form, time, value, and limitations of rights and obligations according to the contract. With a high level of preciseness and exactness, the contract's content should not contain vague or ambiguous words, phrases, or sentences.⁸

The UUPK has made it easier for consumers to resolve conflicts outside the court with the establishment of BPSK. This method is generally carried out through BPSK, namely as a type of completion outside of court. Breakthrough UUPK will greatly support the audience in general, and consumers in particular, to get a way out of the problems that have not been successfully resolved directly by employers and consumers. The existence of Consumer Disputes is generally due to the perception that consumer rights are violated by entrepreneurs.

Sourced article 42 (1) Kepmenperindag RI year 2001 No.350/MPP/Kep/12 / 2001, the decision of the BPSK shall be deemed binding and final for the parties to execute the contract. In order for a decision to be an implementation decision, an application can be submitted to the District Court for the implementation of the decision (Mardika et al., n.d.).⁹

⁸ Ranti Fauza Mayana, Tisni Santika, and Zahra Cintana, "Notaries and Contracts Related to Intellectual Property-Based Financing", (Bandung: Refika Aditama, 2023), p. 133.

⁹ Daniel Mardika, I Gede Putra Ariyana. "Kekuatan Hukum Putusan Badan Penyelesaian Sengketa Konsumen (BPSK) Sebagai Lembaga Small Claim Court Dalam Penyelesaian Sengketa Konsumen". Universitas Udayana

In practice, the losing parties in BPSK often take further legal action in the form of appeals to local courts, such as the conflict between PT Bank Index Selindo and Johannes Andrian. In this case, PT Bank Index Selindo is not satisfied with the decision of BPSK Karawang City and appealed the decision of BPSK to PN Karawang.

That the verdict was not in line with the existing reality because in the answer to the plaintiff (Bank Index Selindo) at the trial in BPSK it was conveyed that the defendant (Johanes Andrian) had been given relaxation in the form of debt payment relief by the plaintiff (Bank Index Selindo) as in the Credit Approval Letter number 782/SPK/BKS/VII/2020 dated July 10, 2020 which became evidence in the BPSK trial.

In the agreement, the defendant (Johanes Andrian) has been given relaxation or relief from paying his debt in the first way, given a grace period, where the defendant (Johanes Andrian) does not need to pay installments of the loan principal for 6 months and the second is given deferred payment relief, namely only paying interest. That the Credit Approval Letter number 782 / SPK/BKS/VII/2020 was then followed up with an Addendum agreement number: 187/BKS/VII / 2020 dated July 15, 2020 (attached); That although the defendant (Johanes Andrian) has received relief on the payment of the principal debt and installments, The defendant (Johanes Andrian) has not implemented the contents of the relaxation agreement in good faith because the defendant (Johanes Andrian) is still in arrears on his debt obligations to the plaintiff (Bank Index Selindo) and for that the plaintiff (Bank Index Selindo) has given the first, second and third warning letters.

That because the defendant (Johanes Andrian) did not have good faith, it was natural for the plaintiff (Bank Index Selindo) not to continue the relaxation. If the defendant (Johanes Andrian) has good faith in the first relaxation then of course the plaintiff (Bank Index Selindo) will consider to provide further relaxation or second relaxation to the defendant (Johanes Andrian). Thus, the BPSK decision can no longer be maintained because what was requested by the defendant (Johanes Andrian), namely relaxation, has already been given by the plaintiff (Bank Index Selindo) based on Credit Approval Letter number 782/SPK/BKS/VII/2020 jo. Addendum number: 187/BKS/VII/2020 dated July 15, 2020; that the BPSK decision is notified by sending it to the plaintiff (Bank Index Selindo) by ordinary mail (JNE) and not by registered mail, so that there has been a defect in the notification, so that the decision must be canceled.

BPSK in Indonesia has an important task in resolving conflicts between entrepreneurs and consumers. However, in carrying out its duties, BPSK often faces various obstacles. Institutional constraints BPSK BPSK itself is only found in some cities. It is like portraying as if that the government has not been serious to resolve consumer protection issues. On the other hand, BPSK is not a judicial body. Article 1 (5) Permendag No.72/2020 subject BPSK States: an organization that is trusted to resolve consumer disputes. The number of obstacles faced by BPSK in handling consumer problems include (Manek & Andryawan, 2023):¹⁰

1) Resource Limitations:

- a. Human resources: BPSK often lacks professionals who have specialized competence and knowledge in the field of consumer protection and dispute resolution.
- b. Budget: limited operational funds hinder the implementation of various BPSK programs and activities, including training and socialization to the community.

¹⁰ Meylane Carmelia Manek, Andryawan. "Kendala Badan Penyelesaian Sengketa Konsumen (BPSK) Dalam menyelesaikan Sengketa Konsumen". *Jurnal Serina Sosial Humaniora*. Vol.1 No.2, Tahun 2023. Hlm.181

- 2) Consumer awareness and understanding:
 - a. Many customers are not aware of their rights or do not know how to file a dispute with BPSK. Education and socialization that are less than optimal make the community not utilize BPSK optimally.
 - b. Consumer misunderstanding of dispute resolution procedures causes many cases not resolved properly.
- 3) Coordination Between Institutions
 - a. BPSK often faces challenges in coordinating with other government agencies, such as relevant ministries, supervisory agencies, and law enforcement officials. This can slow down the dispute resolution process.
 - b. Sometimes, there is no good cooperation between BPSK with other supervisory agencies or other consumer protection organizations.
- 4) Infrastructure and technology limitations
 - a. Inadequate infrastructure, including physical facilities and information technology, can hinder BPSK's performance in handling consumer dispute cases.
 - b. The limited use of technology in the dispute resolution process, such as less sophisticated case management systems, makes the process slow and less efficient.
- 5) Complicated legal procedures
 - a. The formal and complicated dispute resolution process can be an obstacle for consumers, especially those who do not have sufficient legal background or knowledge.
 - b. Limitations in the application of laws and regulations that are often not in harmony between the center and the regions can make it difficult for BPSK to carry out its functions.
- 6) Lack of partiality and independence
 - a. In some cases, there are indications of a lack of partisanship or independence from BPSK members, which may affect objectivity in dispute resolution.
 - b. External influences, including from large business actors or certain parties, can influence BPSK decisions.
- 7) Enforcement of decisions: challenges in enforcing BPSK decisions often arise due to the lack of effective oversight and sanctions mechanisms. Many BPSK decisions are ignored by business actors because there are no clear consequences or strict supervision.

Overcoming these obstacles requires joint efforts from the government, BPSK, consumers, businesses, and the wider community. Improving regulations, increasing budgets, educating the public, and improving coordination between institutions are a number of steps that can be chosen to optimize BPSK's performance in protecting consumer rights in Indonesia.

There are many reasons why people are more interested in resolving conflicts through stages outside the litigation path, such as BPSK. Here are some of the main reasons:¹¹

- 1) Lower costs: litigation often involves high costs, including attorney fees, administrative costs, and court costs. On the other hand, BPSK often offers cheaper or even free processes to consumers.
- 2) Faster process: litigation can take years before a dispute is resolved in court, whereas BPSK tends to offer a faster process, which allows the parties involved to get justice faster.

¹¹ Hakim, A. (2018). **Peran BPSK dalam Penyelesaian Sengketa Konsumen di Indonesia**. Yogyakarta: Universitas Gadjah Mada.

- 3) Privacy and confidentiality: BPSK proceedings are often more informal and confidential than court proceedings. This can make the parties involved feel more comfortable because their privacy is maintained.
- 4) Alternative settlement options: BPSK and other non-litigation mechanisms often offer a variety of settlement options, including mediation and negotiation, which can create a more satisfactory solution for both parties.
- 5) More active involvement: in out-of-litigation settlements, the parties involved often have a greater role in the settlement process, which can increase their satisfaction with the outcome.

The settlement process outside the litigation path has several advantages as mentioned above. Therefore, the government should strengthen consumer protection laws regarding the imposition of sanctions by equating their position as the District Court. So that the obstacles in the field can find a solution to its legal certainty. because settlement outside of litigation is a profitable settlement for businesses or consumers.

CONCLUSION

Through the explanation of the discussion, it can be concluded that there is legal certainty about the settlement of Consumer Disputes through the courts based on Law No. 8 of 1999 on Consumer Protection which has previously been resolved through BPSK is that if there is no other legal remedy in the BPSK lawsuit, there is legal certainty about the settlement of the problem and if the BPSK decision has been final but there is still a lawsuit by one of the parties, there is no legal certainty about the BPSK decision. BPSK (Consumer Dispute Resolution agency) has the obligation and duty to resolve consumer conflicts through settlement in or out of court, such as conciliation, arbitration, and conciliation. Resolution of consumer disputes can be through litigation with the help of BPSK through the use of methods such as mediation, arbitration, and conciliation. BPSK has the authority to make binding and final decisions.

Obstacles experienced by the Consumer Dispute Resolution agency in handling consumer protection cases are that although BPSK has the authority to issue binding and final decisions in resolving consumer conflicts outside the court, there are obstacles such as the losing party often does not accept BPSK's decision and makes an objection to the court. However, BPSK faces obstacles such as continued legal efforts by the losing party in BPSK, the obstacles faced by BPSK include continued legal efforts by the losing party in BPSK, limited resources, consumer awareness, coordination between institutions, infrastructure and technology, complicated legal procedures, alignment and independence, and decision enforcement.

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