

**Legal Certainty Of Ruling Of The Consumer Dispute Resolution Agency (BPSK)  
Number: 20/pts/bpsk/x/2022 Regarding Objections Of PT. Bank Sumsel Babel**

Muslim<sup>1</sup>, Khalisah Hayatuddin<sup>2</sup>, Helwan Kasra<sup>3</sup>

Universitas Muhammadiyah Palembang

Jl. Jenderal Ahmad Yani, 13 Ulu, Kec. Seberang Ulu II, Kota Palembang, Sumatera  
Selatan 30263

Email: [muslimplg2017@gmail.com](mailto:muslimplg2017@gmail.com)

Accepted: 13-06-2024 Revised: 03-07-2024 Approved: 03-07-2024 Published: 03-07-2024

DOI: 10.30596/dll.v9i2.19987

***How to cite:***

*Muslim, Khalisah Hayatuddin, Helwan Kasra. (2024) "Legal Certainty Of Ruling Of The Consumer Dispute Resolution Agency (BPSK) Number: 20/pts/bpsk/x/2022 Regarding Objections Of PT. Bank Sumsel Babel", De Lega Lata: Jurnal Ilmu Hukum, volume 9. (2): p. 220-227*

***Abstract***

*Consumer Dispute Resolution Agency (BPSK) in Level II Regions to resolve consumer disputes through out-of-court channels, namely by mediation, arbitration or conciliation, and dispute resolution can be done quickly, easily and cheaply and BPSK decisions are final and binding, if accepted by both parties. Even though the BPSK decision is final and binding, an objection can be submitted to the Court. This research aims to analyze 1. What are the duties and authorities of the Palembang City Consumer Dispute Resolution Agency (BPSK) in resolving consumer disputes from a civil law perspective 2. What is the Legal Certainty of the Decisions of the Consumer Dispute Resolution Agency (BPSK) Number: 20/PTS / BPSK /X/ 2022 against PT. Bank SumselBabel. Normative research methods with statutory, conceptual and case approaches. The research results show that BPSK is passive in carrying out its duties and authority and acts when there are complaints from consumers. The BPSK decision does not provide legal certainty for consumers because after PT. Bank SumselBabel submitted an objection to the BPSK decision to the Court before 14 days and based on Court Decision number: 298 / Pdt.Sus-BPSK / 2022 /PN Plg canceled the BPSK decision Number: 20/PTS / BPSK /X/2022. This is due to the existence of contradictions between one rule and another relating to BPSK decisions. It is necessary to revise clear regulations regarding consumer protection so that they become a strong legal umbrella for BPSK decisions.*

***Keywords: Legal Certainty, BPSK Decision, Objection***

## **INTRODUCTION**

In the current era of globalization, human needs are increasing. This requires people to struggle to meet their daily needs, one of which is by buying and selling the goods or services they need. Not a few people also take this opportunity to become business actors with the intention of making a profit from the goods/services they sell to consumers. Based on Law Number 8 of 1999 concerning Consumer Protection, a consumer is every person who uses goods and/or services available in society, whether for the benefit of themselves, their family, other people or other living creatures and not for trading. (Fauzi & Koto, n.d.)

The legal relationship between business actors/sellers and consumers does not rule out the possibility of consumer disputes/disputes arising. So far, consumer disputes have been resolved through lawsuits in court, but in reality, it cannot be denied that even court institutions are not accommodating in accommodating consumer disputes because the case process takes too long and is very bureaucratic. (Dewi & Utama, 2003)

It is possible to resolve disputes between consumers and business actors or service providers outside of court. Conditions that are very unbalanced between consumers and business actors or service providers have a huge potential to cause disputes between consumers and business actors or service providers. On the other hand, there are still many consumers who do not understand their rights and obligations. As a result, many problems are not reported even though they are detrimental to consumers. Transaction activities between business actors and consumers must create a balance between both parties in order to obtain justice and a win-win solution if a dispute occurs, not placing consumers as the weaker party or vice versa, so that business actors or consumers do not abuse their respective positions to cheating, therefore there must be regulations that regulate and focus on a buying and selling transaction to create a fair transaction that does not harm either party.

In protecting the rights of consumers, Law no. 8 of 1999 concerning Consumer Protection. At the Regency/City level, dispute resolution outside of court can be carried out through the Consumer Dispute Resolution Agency (BPSK) in each Regency/City. Regulations regarding the Consumer Dispute Resolution Agency (BPSK) are regulated in Law Number 8 of 1999 concerning Consumer Protection from Article 49 to Article 58. BPSK is a special consumer court (small claims court) which is expected to be able to answer public demands so that the case process runs smoothly. fast, simple and cheap. (Sri, 2009)

Even though this law is called the Consumer Protection Law (UUPK), this does not mean that the interests of business actors are not taken into consideration, especially because the existence of the national economy is largely determined by business actors. Dispute resolution through the Consumer Dispute Resolution Agency can be carried out in one of the methods chosen by the parties

That after the consumer had made installment payments for 11 (eleven) months it turned out that the 2 house units had not yet been built, so the consumer took the initiative to temporarily stop making payments on the two houses on the grounds that the house had not been built. As a result of non-payment of the 2 (two) house installments, the consumer was stuck and entered the negative list on BI Checking. After waiting almost 10 (ten) years and feeling aggrieved due to the fact that the house had not been built, the consumer reported this to the Consumer Dispute Resolution Agency (BPSK) as the body authorized to resolve consumer disputes by submitting a demand request which included, among other things, that the consumer would continue paying installments. if the house has been built and/or asks for the return of the money that has been paid to PT. Bank Sumselbabel Pangkalan Balai branch and cleared its name from the list of bad loans.

After submitting the application to the Palembang Consumer Dispute Resolution Agency (BPSK), the BPSK immediately summoned the parties in dispute, namely consumers and business actors, to undergo a mediation process. After several mediations, an agreement was not reached, so a BPSK assembly session was held.

Based on the consumer's request, PT. Bank SumselBabel Pangkalan Balai branch has submitted verbally which basically confirms all of the consumer/plaintiff's statements. However, in the consumer's demands, PT. Bank SumselBabel Pangkalan Balai branch objected on the grounds that PT. Bank SumselBabel Pangkalan Balai branch only collaborates by providing financing to consumers through PT. Griya Bangun Indah in the Gasing Water Bay housing development, but is not responsible for the completion of the house construction.

In this case PT. Griya Bangun Indah as the developer has sold the assets it owns to continue the unfinished housing development, but the price of the assets to be sold is still far from the market price. PT. Bank SumselBabel Pangkalan Balai branch has also made other efforts to resolve this problem by trying to collaborate with the new developer to complete the housing construction but it is still in the communication stage. The bank also argued that they were not responsible for the construction of the house, they were only facilitators and they acknowledged that there were problems with the Gasing Water Bay housing complex between consumers and business actors, but the problem lay with the developer.

After going through the long stages of the trial at the Palembang Consumer Dispute Resolution Agency (BPSK), which was attended by the BPSK Council, namely, the government element council, the consumer element council and the business actor element council, consumers and business actors. So on October 14 2022 in a trial open to the public, the chairman of the Assembly and accompanied by members of the assembly and the clerk issued a decision number: 20/PTS/BPSK/X/2022 11 whose decision was:

1. Grant the consumer/plaintiff's lawsuit in its entirety;
2. Order Bank SumselBabel to clear the good name of the reporter or consumer in the BI Checking / OJK Slik application and return the money that the consumer has deposited with Bank SumselBabel;
3. Order the Defendant to implement this decision;
4. Release all obligations.

However, based on the decision of the Consumer Dispute Resolution Agency (BPSK), PT. Bank SumselBabel submitted an objection to the Special Class IA Palembang District Court with case registration number: 298/Pdt-Sus-BPSK /2022/PN.Plg . After going through the trial process at the Special Class IA Palembang District Court, the case was decided with the following verdict:

1. Grant the objection request from the objection applicant in its entirety;
2. Declare that the Consumer Dispute Resolution Agency (BPSK) has no authority to accept and decide case Number: 20 /PTS /BPSK /X/2022, dated 14 October 2022;
3. Cancel the Decision of the Panel of Judges of the Consumer Dispute Settlement Agency (BPSK) of Palembang City Number: 20/PTS/BPSK/X/2022 dated 14 October 2022;
4. Punish the Respondent to comply with this decision;

Based on this background, researchers are interested in examining this condition with the title "Legal Certainty of the Decision of the Consumer Dispute Resolution Agency (BPSK) Number: 20/ PTS/ BPSK/X/2022 Regarding PT's Objections. Bank SumselBabel".

## **RESEARCH METHOD**

Normative legal research is an approach carried out based on the main raw materials of examining theoretical matters relating to legal principles, conceptions law, views and doctrines of legal doctrine, regulations and legal systems using secondary data including principles, rules, norms and legal rules contained in statutory regulations and other regulations, by studying books, statutory regulations and reviewing case documents as well as decisions of the Palembang Consumer Dispute Settlement Agency, other documents closely related to the research. According to Soerjono Soekanto, normative research includes, among others.(Soerjono Soekanto, 2006)

- a. Research on legal principles
- b. Research on legal systematics
- c. Research on the level of legal synchronization
- d. Legal history research
- e. Comparative legal research

The approach method used in this research is a research approach used to discuss and resolve the legal issue being studied. The approach in this research is the basic point of view and research framework for analyzing legal issues regarding the weak decision of the Consumer Dispute Resolution Agency (BPSK) regarding objections submitted by PT. Bank SumselBabel whose decision was annulled by the Special Class 1A Palembang District Court, based on several decisions of the Consumer Dispute Resolution Agency (BPSK) others have decided by the Special Class 1A Palembang District Court

## **DISCUSS AND ANALYSIS**

### **Duties and Authorities of the Palembang City Consumer Dispute Resolution Agency (BPSK) in resolving consumer disputes from a civil law perspective**

The existence of the Palembang City Consumer Dispute Resolution Agency (BPSK) can be part of equalizing justice, especially for consumers who feel disadvantaged by business actors, because consumer disputes with business actors are usually small in nominal value so it is impossible to submit the dispute in court because it is not comparable between the court costs and the amount of loss that will be claimed. The Consumer Dispute Resolution Agency (BPSK) is an agency under the Ministry.(Adi Nugroho, 2008)

Industry and Trade are tasked with resolving disputes between business actors and consumers. The Consumer Dispute Resolution Agency (BPSK) which was formed by the Government is a body tasked with handling and resolving consumer disputes, but is not a court institution. Based on Article 1 number 11 of the Consumer Protection Law, the Consumer Dispute Resolution Agency (BPSK) is the body tasked with handling and resolving disputes between business actors and consumers.(Rahman, 2018)

Disputes that are generally resolved by the Consumer Dispute Resolution Agency (BPSK) are small-scale and simple consumer disputes. Article 45 paragraph (1) UUPK states that every consumer who is harmed can sue the business actor through the institution tasked with resolving consumer disputes. in this case UUPK formed the Consumer Dispute Resolution Agency (BPSK) as an institution that resolves consumer matters. Regarding losses experienced by consumers, Janus Sidabalok provides a classification of events that can cause losses to consumers, including:(Hutapea et al., 2023)

1. An act that is detrimental to a consumer is said to be an act of breach of contract, which is an act of not fulfilling the contents of an agreement or contract which ultimately harms the consumer, so that the resolution can be reached in accordance with what is contained in the agreement.
2. Meanwhile, unlawful acts committed by business actors that harm consumers, either in the form of violations of consumer rights, or committing acts that violate their own legal obligations, violate decency or propriety.

Based on the provisions of article 45 and looking at the classification of causes of loss to consumers, consumers can also sue business actors to the Consumer Dispute Resolution Agency (BPSK) if a breach of contract committed by one of the parties has caused the loss of the rights of the parties as regulated. on consumer protection law. Consumer complaints can be made at the Consumer Dispute Resolution Agency (BPSK) closest to the consumer's domicile.

In the dispute resolution theory put forward by Dean G Pruit and Jeffrey Z Rubin, one of the steps in resolving a dispute must be based on the category or class of dispute, so that a dispute can be resolved through a choice of dispute resolution methods in accordance with the legal sources that regulate it. So that consumer disputes can only be reported by people and/or bodies belonging to the consumer category as regulated in the Consumer Protection Law and Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001. Legal certainty is a question

It is clear in the sense that it forms a system of norms with other norms so that it does not clash or give rise to norm conflicts. Certainty and justice are not just moral demands, but factually characterize the law. A law that is uncertain and unwilling to be fair is not just a bad law. Legal certainty is the implementation of the law according to its letter, so that society can ensure that the law is implemented. Creation of legal certainty in statutory regulations. The theory of legal certainty and legal protection is very important as a reference in resolving consumer disputes because with legal certainty, the role of the Consumer Dispute Resolution Agency (BPSK) in realizing its duties, obligations and authority in strengthening consumer rights in Indonesia is still very limited, this is due to the limited space for the Consumer Dispute Settlement Agency (BPSK) in statutory regulations based on Law Number 8 of 1999 concerning Consumer Protection and Minister of Industry and Trade Decree Number 350 / MPP / Kep / 12 / 2001 concerning the Establishment of BPSK in every city and district.

In carrying out its activities, the Consumer Dispute Resolution Agency (BPSK) is still under the same roof as the Department of Industry and Trade (DISPERINDAG), the existence of BPSK as an auxiliary or supporting institution, seen from its formation procedures, this institution always encounters conflicts between higher norms and lower norms. this is a matter of unconstitutional laws. Independence for the Consumer Dispute Resolution Agency (BPSK) is the ability of the Consumer Dispute Resolution Agency (BPSK) to behave objectively in formulating its own policies without being influenced by outside interests.

The independence of the Consumer Dispute Settlement Body (BPSK) is mostly assessed by the availability of a transparent mechanism to assess the performance of the BPSK in question, so that it can ensure that its functions are not biased.

**Legal Certainty of the Decision of the Consumer Dispute Resolution Agency (BPSK) Number: 20/PTS/BPSK/X / 2022 regarding the objection of PT. Bank Sumsel Babel.**

Law Number 8 of 1999 concerning Consumer Protection (UUPK) provides hope for the Indonesian people to obtain protection for losses suffered due to transactions with goods and services. In particular, Article 54 paragraph (3) states that the decision of the BPSK Council is final and binding, so that in the consumer dispute resolution body there are no appeals or cassation efforts.

The decision of the Consumer Dispute Resolution Agency (BPSK) is a final decision and has legal force which continues to provide legal certainty for consumer protection where within 14 working days from the time the BPSK decision is notified, consumers and business actors in dispute are obliged to declare whether they accept or reject the BPSK decision. . Consumers and business actors who reject the decision of the Consumer Dispute Resolution Agency (BPSK), can submit an objection to the District Court no later than 14 working days from the time the decision is notified.(Fauzi & Koto, 2022)

If the business actor does not carry out his obligations, then the decision of the Consumer Dispute Settlement Agency (BPSK) submits the decision to the investigator for investigation in accordance with the provisions of the applicable laws and the Decision of the Consumer Dispute Resolution Agency (BPSK) is requested to the District Court at the location. consumers are harmed. Consumer protection norms in the Consumer Protection Law system

as an "Umbrella Law" which is the criterion for measuring alleged violations of consumer rights, which was originally hoped by all parties to be able to provide solutions for resolving cases that arise as a result of the implementation of this law.

It turns out that in its implementation there is inequality and creates confusion for the parties involved in the implementation process, especially when the role of the Court is included in examining cases of objections to decisions of the Consumer Dispute Settlement Agency (BPSK) which experience many obstacles, which are caused by aspects related to Procedural Law. Civil.

The Consumer Dispute Resolution Agency (BPSK) carries the mandate of the Consumer Protection Law, so that optimal performance will be a determining factor for BPSK in carrying out its duties and authority. (Rajagukguk et al., 2000)

Basically, dispute resolution in court is carried out by applying the principles of simplicity, speed and low costs. This is in accordance with Article 2 paragraph (4) and Article 4 paragraph (2) of Law Number 48 of 2009 concerning Judicial Power. In Article 2 paragraph (4) it is stated that "Judicial proceedings are carried out simply, quickly and at low cost." And Article 4 paragraph (2) states, that "The court assists justice seekers and tries to overcome all obstacles and obstacles to achieve simple, fast and low-cost justice. (Usrin, 2018)

### **Dispute Resolution at the Palembang City Consumer Dispute Resolution Agency (BPSK).**

1. That the Petitioner hereby resubmits an objection to the Decision of the Consumer Dispute Resolution Agency (BPSK) Number: 20 / PTS / BPSK / , considering that previously the Petitioner's objection to the Palembang City BPSK Decision, Case Number: 248/Pdt. Sus-BPSK/PN. The PLG was decided by the Panel of Judges at the Special Class IA Palembang District Court on 06 December 2022, where in their decision the Petitioner's objection request could not be accepted and was rejected because the supporting documents were considered incomplete (Niet Ontvankelijk).
2. That the Petitioner has received a Summons Letter from the Palembang City Consumer Dispute Settlement Agency Number: 135/SP/BPSK/IX/2022 dated 27 September 2022 regarding the summons to the Palembang City Consumer Dispute Settlement Agency hearing on Thursday 29 September 2022 at the Agency's courtroom Palembang City Consumer Dispute Resolution Jalan Demang Lebar Daun Number 2610 Palembang, regarding the request for consumer dispute resolution, Br. Iskandar for the Griya Sejahtera (KGS) Credit facility at Bank Sumsel Babel Panglalan Balai Branch.
3. That after fulfilling the court summons above, in the process the Petitioner received a letter from the Dispute Resolution Agency Palembang Consumer Number: 150 / SP / BPSK /
4. That the Petitioner has received the Decision of the Palembang City Consumer Dispute Resolution Agency Number: 20/PTS/BPSK/X/2012 dated 14 October 2022.

The Dictum / Dictum of the decision of the Consumer Dispute Resolution Agency (BPSK) is as follows:

- a. Accept everything. 100
- b. Order Bank Sumsel Babel to clear the good name of the reporter or consumer using the BI Checking/OJK Slik application and return what the consumer has deposited with Bank Sumsel Babel
- c. Order the Defendant to implement this decision.
- d. Release all obligations

### **Legal Relationship between the Petitioner and the Respondent**

Whereas the Petitioner has provided credit with the Respondent, for this reason the Petitioner and the Respondent have agreed to make an agreement as stated in Credit Agreement Number: 140/PBLAMWPK. KGS/2013 dated 07 October 2013 (hereinafter referred to as the Credit Agreement) and Credit Agreement Number: 141/PBL/II/PK. KGS/2013 dated 07 October 2013.

That the credit agreement is a valid agreement according to law because it fulfills the elements as mandated by Article 1320 of the Civil Code, so that in accordance with Article 1338 of the Civil Code, all articles contained in the credit agreement are binding and become law for both parties who have signed it, especially in this case it is the Petitioner and the Respondent.

Whereas in accordance with Article 14 of the Credit Agreement between the Petitioner and the Respondent, it is stated about this Credit Agreement and all its consequences and implementation that both parties choose a permanent and general legal domicile (domicile) at the Special Class 1A Palembang District Court Registrar's Office.

Whereas based on the Credit Agreement as mentioned above, there is an agreement between the Petitioner and the Respondent that disputes will be resolved through the Palembang District Court. For this reason, it is clear that the Palembang City Consumer Dispute Resolution Agency (BPSK) has absolute authority and has no authority to examine and adjudicate case disputes between the Petitioner and the Respondent. That based on the matters above, it is appropriate for the Panel of Judges examining and adjudicating this case to declare that the BPSK Decision Number: 20 / PTS / BPSK / X /2022 dated 14 October 2022 is not binding and null and void. That the Chairman of the Special Class IA Palembang District Court has the right and authority to examine and adjudicate objections to the BPSK Decision.

## **CLOSURE**

### **Conclusion**

The duties and authorities of the Palembang City Consumer Dispute Resolution Agency (BPSK) in resolving consumer disputes from a civil law perspective are resolving consumer disputes by means of mediation, conciliation and arbitration, as well as monitoring the inclusion of standard clauses. BPSK must implement a different arbitration model apart from that determined by Law Number 8 of 1999, in order to provide legal protection to consumers in a fair and beneficial manner in a fast time and at low cost. If this is done, protection for consumers and business actors will be realized and in accordance with the principles contained in the Civil Procedure Law.

It is clear that there is no legal certainty regarding the decision of the Palembang City Consumer Dispute Resolution Agency (BPSK) Number: 20 / PTS / BPSK / X /2022. October 14 2022 because the decision was weak in its implementation so it was canceled by the Special Class 1A Palembang District Court after PT Bank SumselBabel submitted an objection before 14 days after the reading of the BPSK decision. This is because the Indonesian legal system has been substantially disrupted due to overlapping rules or articles in the BPSK Law which are unable to accommodate the interests and rights of consumers.

### **Suggestion**

BPSK must truly carry out its functions in accordance with its duties and authority because BPSK carries the mandate of the Consumer Protection Law, so that optimal performance will be a determining factor for BPSK in carrying out its duties and authority, so that consumer rights are protected and business actors can be held accountable.

The DPR together with the government must improve the articles in Law no. 8 of 1999 concerning Consumer Protection and reaffirms the final and binding nature of BPSK decisions so that legal certainty is created and that BPSK decisions are implemented properly by both consumers and business actors so that there is no interference from the Court.

## REFERENCES

- Adi Nugroho, S. (2008). *Proses penyelesaian sengketa konsumen ditinjau dari hukum acara serta kendala implementasinya* (Ed. 1., cet. 1). Kencana.
- Dewi, S., & Utama, A. S. (2003). Peningkatan Pemahaman Anggota Federasi Serikat Pekerja Kahutindo Kota Pekanbaru Mengenai Hak-hak Pekerja dalam Perjanjian Kerja Waktu Tertentu (PKWT) Berdasarkan Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan dan Perkembangannya Pasca Pengesahan Omnibus Law Undang-Undang Cipta Kerja. *Jurnal Manajemen Pendidikan dan Pelatihan*, 5(1).
- Fauzi, A., & Koto, I. (n.d.). *Perlindungan Hukum Bagi Konsumen Yang Telah Dilanggar Haknya Melalui Jalur Litigasi Dan Non-Litigasi*. 9(1).
- Fauzi, A., & Koto, I. (2022). Tanggung Jawab Pelaku Usaha Terhadap Konsumen Terkait Dengan Produk Cacat. *Journal of Education, Humaniora and Social Sciences (JEHSS)*, 4(3), 1493–1500. <https://doi.org/10.34007/jehss.v4i3.899>
- Hutapea, S. R., Sidabalok, J., & Samosir, K. (2023). *Perlindungan Hukum terhadap Konsumen dalam Pengiriman Barang Melalui Perusahaan Jasa Pengiriman Barang. 1*.
- Rahman, A. (2018). Penyelesaian Sengketa Konsumen melalui Badan Penyelesaian Sengketa Konsumen (BPSK) Kota Serang. *Ajudikasi: Jurnal Ilmu Hukum*, 2(1), 21. <https://doi.org/10.30656/ajudikasi.v2i1.573>
- Rajagukguk, E., Syawali, H., & Imaniyati, N. S. (2000). *Hukum perlindungan konsumen* (Cet. 1). Mandar Maju.
- Soerjono Soekanto. (2006). *Penelitian hukum normatif*.
- Sri, R. H. (2009). *Makalah “Aspek Aspek Hukum Perlindungan Konsumen” dalam buku Hukum Perlindungan Konsumen*. Sinar Grafika.
- Usrin, M. (2018). *Analisis Yuridis Asas Peradilan Sederhana Cepat Dan Biaya Ringan Dalam Sistem Peradilan Pidana*. 16.