OBJECTION MECHANISM TOWARDS DECISIONS OF THE CONSUMER DISPUTE RESOLUTION AGENCY IN FINANCING DISPUTES MOTOR VEHICLE

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ABSTRACT

Consumer disputes in motor vehicle financing often occur between consumers and business actors, especially regarding default, withdrawal of financing objects, and the application of standard clauses that are detrimental to consumers. To provide fast, simple, and low-cost dispute resolution, Law Number 8 of 1999 concerning Consumer Protection established the Consumer Dispute Resolution Agency (BPSK) as an out-of-court dispute resolution institution, but there is still a legal remedy for objections to the District Court which has the potential to raise legal certainty issues. This research is a normative legal research with a statutory approach and a case approach that aims to analyze the authority of BPSK, the mechanism for examining objections to BPSK decisions at the Medan District Court, and the form of legal protection for consumers and business actors.

The research findings indicate that objections to BPSK decisions represent a form of judicial oversight by the District Court over the BPSK's authority and procedures. However, in practice, objection hearings often focus not only on legality and procedural aspects but also on reopening the underlying dispute, leading to inconsistent decisions and reducing legal certainty. Furthermore, the absolute boundaries of authority between the BPSK and the District Court in handling motor vehicle financing disputes remain unclear.

Keywords: Mechanism, Objection, BPSK, Financing.

A. Introduction

Rapid economic development has transformed consumption patterns worldwide. Consumers have become a crucial actor in the economy, as nearly every aspect of life involves consumption. These changes have not only increased public demand for goods and services but also impacted the legal relationship between consumers and businesses. The public is increasingly dependent on the goods and services provided by businesses. However, in many cases, consumers experience losses due to goods or services that do not meet expectations, whether due to product defects, misuse of information, or fraudulent business practices.[1]

The existence of consumer protection laws is crucial for creating a balance between the rights and obligations of consumers and businesses. Consumer protection laws serve not only as a tool to control business behavior but also as a means of empowering consumers to understand and advocate for their rights. Lack of adequate protection can leave consumers in a weaker position compared to businesses that have greater control over the production, distribution, and marketing of goods and services. Therefore, countries, including Indonesia, feel the need to establish regulations that guarantee consumer rights and impose strict sanctions on businesses that violate them.[2]

Consumer protection laws govern the relationship between consumers and businesses. Balanced regulation is expected to create a healthy business climate and foster trust between consumers and businesses. The government plays a role in regulating, supervising, and controlling, creating a conducive, interconnected system that ultimately achieves the goal of improving the welfare of society at large.[3]

The rapid increase in the number of motorized vehicles, especially private ones, is not without reason. People need efficient, practical, and affordable transportation. Private vehicles are a popular choice because they can support high mobility. The number of private vehicles continues to increase every year.[4]The large number of motorized vehicles as mentioned above, only a small portion of them own motorized vehicles by purchasing them in cash and the majority use the installment payment method which is commonly known in society as leasing.[5]

*Leasing*Leasing has become the primary choice for many companies and individuals when they need goods or assets but cannot afford to purchase them outright. This financing scheme is growing rapidly as the public demand for motorized vehicles increases. With a leasing system, anyone can use items such as cars, machinery, or equipment without having to

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[1]Mohd. Yusuf Daeng, Siti Yulia Makkininnawa, M. Fadly Daeng Yusuf, 2024, Consumer Protection Law, Pekanbaru: Taman Karya, page 11.

[2]Ibid., page 11.

[3]Niru Anita Sinaga, Nunuk Sulisrudatin. (2015). “Implementation of Consumer Protection in Indonesia”. Scientific Journal of Aerospace Law, Vol. 5, No. 2, page 72.

[4]Radhitya A, et.al. (2025). “Consumer Protection Against Vehicle Leasing Agreements”. Journal of Legal Communication and Information, Vol. 4, No. 1, page 10.

[5]Ibid., page 10.

own them outright. This financing model offers payment flexibility and reduces the initial outlay. However, this convenience carries the potential for significant legal challenges.[6]

The cause of these motor vehicle financing (leasing) problems is due to consumers not understanding the contents of the agreement they signed. This occurs because consumers are not provided with a copy of the agreement/documents related to the motor vehicle (leasing) agreement. Another frequent problem is the forced repossession of vehicles due to late payments, followed by coercion of consumers to sign a report of the handover of the leasing object that has been used as fiduciary collateral. In addition, consumers are required to pay fines and other costs that are not disclosed in advance by the business actor and unfair or arbitrary treatment from debt collectors who act as court bailiffs or law enforcement.[7]

A common issue that arises in motor vehicle financing (leasing) agreements is default. Default issues are the initial source of conflict between consumers and financing companies. This occurs because many consumers fail to adhere to the agreed-upon terms. If a default occurs, resulting in the consumer being unable to pay installments (defaulting), the leasing company, using its power of attorney to sell, sells the collateral, ultimately leading to a dispute between the leasing company and the consumer.[8]

The legal relationship between the parties in a financing company, namely the financing company itself and the consumer, is regulated by agreement law or contract law. In practice, this contractual relationship places the consumer in a weaker position. Problems concerning defaulting debtors in the procurement of motor vehicles at financing companies are that the collateral, such as motorcycles, is held by the creditor. The emergence of default, efforts to repossess the collateral, becomes a major problem, often related to criminal aspects, such as the use of violence, defamation, and so on. Many financing companies carry out seizures on the road, in the yard of homes or offices, and even use the services of unethical and inhumane debt collectors.[9]

The judicial system is considered complicated, tends to be "long-winded" and expensive, which also obscures consumer rights and business actors' obligations, resulting in the public

[6]*Ibid.,*page 11.

[7]Misnar Syam, et.al. (2023).”Leasing Disputes in the Context of Consumer Dispute Resolution”. Jurnal Swara Justisia, Vol. 7, No. 1, page 162.

[8]Ibid., page 163.

[9]Stenly Natanael Walukow. (2019). Motor Vehicle Financing Agreements According to Consumer Protection Law”. Lex Et Societatis, Vol. 7, No. 4, page 6.

not knowing clearly what their rights and obligations are or what business actors they have legal relations with.[10]

This situation has created a need for simpler and more accessible dispute resolution mechanisms. This prompted the government to issue Law Number 8 of 1999 concerning Consumer Protection. This Consumer Protection aims to increase consumer empowerment in choosing, determining, and demanding their rights as consumers. Therefore, Law Number 8 of 1999 provides limitations and guarantees related to improving consumer dignity and status, including increasing consumer awareness, knowledge, concern, and independence in protecting themselves, as well as fostering the role of professional business actors who respect their rights and obligations as business actors.[11]

This law, in addition to listing the rights and obligations of consumers, also regulates the rights of business actors, various prohibitions for business actors, regulations regarding standards, responsibilities, business actors, and compensation to consumers, dispute resolution, and consumer protection institutions. One of the institutions regulated in this law is the Consumer Dispute Resolution Agency, better known by its abbreviation BPSK.[12]

Based on Article 45 paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection, consumer dispute resolution can be pursued through the courts or outside the courts based on the voluntary choice of the disputing parties. Therefore, the parties are given the authority to choose to resolve their problems, either through the courts or outside the courts. If the parties choose outside the courts, then the BPSK has the authority to resolve the dispute. The increasing number of cases regarding sales transactions that ultimately harm consumers regarding the goods/services offered, requires the government to immediately establish a dispute resolution institution. BPSK makes it easier for the public to resolve the problems they face.[13]

The Consumer Dispute Resolution Agency (BPK) has a role in conducting conciliation, mediation, or arbitration to resolve consumer disputes with business actors, which is carried

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[10]Ulfia Hasanah. (2012). "The Role of the Consumer Dispute Resolution Agency (BPSK) in Enforcing Consumer Rights Based on Law Number 8 of 1999 Concerning Consumer Protection". Journal of Business Applications, Vol. 3, No. 1, page 61.

[11]*Ibid.,*page 61.

[12]*Ibid.,*page 62.

[13]Ribka Marshella Weenas. (2019). "Legality of the Consumer Dispute Resolution Agency (BPSK) in Efforts to Protect Consumer Rights According to Law Number 8 Concerning Consumer Protection". Jurnal Lex Privatum, Vol. 7, No. 2, page 136.

out in accordance with the agreement and preferences of the parties. However, if efforts to resolve through conciliation or mediation fail and no agreement is reached regarding the form or amount of compensation, neither the BPK panel nor the disputing parties are permitted to proceed to arbitration or conciliation. Therefore, the dispute resolution will proceed to the general courts.[14]

BPSK decisions are legally final and binding, but Article 56 paragraph (2) of the Consumer Protection Law actually opens the opportunity to file objections with the District Court, and even appeal to the Supreme Court. This provision contradicts the principles of finality and effectiveness of the BPSK, and undermines its existence as a fast, affordable, and simple consumer dispute resolution institution.[15]

Furthermore, the terminology of "objection" in the Consumer Protection Law (UUPK) is unclear in the procedural legal system, thus causing confusion in its implementation in court, both for judges as well as consumers and business actors. The Consumer Protection Law does not explicitly regulate the procedures, forms, and the need for BPSK to be included in the lawsuit, giving rise to various interpretations and technical legal issues, including unclear process of case registration and the requirement that the court process must repeat the entire examination from the beginning. This condition questions the effectiveness of BPSK and the expertise of its arbitrators in resolving consumer disputes.[16]

If the BPSK decision is not accepted, consumers can file an objection to the District Court within 14 working days from the date the decision is received, according to PERMA Number 1 of 2006. However, this regulation creates problems if the objection is submitted beyond this time limit, because there are no clear legal regulations, which results in a legal vacuum and potential injustice for consumers.[17]

B. Research Methods

[14]Kea Ezzati Ascarya Kusumonegoro, Gunawan Djajaputra. (2023). "Differences in BPSK and District Court Decisions Regarding Financing Agreements with Fiduciary Transfer of Ownership Rights". Unes Law Review Journal, Vol. 6, No. 1, page 3337.

[15]Hizkia Rivael Worotitjan, Dientje Rumimpunu, Firdja Baftim. (2025). "Submission of Objections to the Decision of the Consumer Dispute Resolution Agency (BPSK) Which is 14 Days Past the Time Limit". Lex Privatum Journal of the Faculty of Law, Unsrat, Vol. 15, No. 5, page 1.

[16]Ibid., page 1.

[17]Ibid., page 2.

A study cannot be called research if it does not have a research method.[18] Research methods are one of the factors of a problem that will be discussed. The study was conducted using secondary data which was analyzed qualitatively using the Desk Research Method. The literature materials used in writing this research are several references originating from research results, studies, and reviews of several writings which are then summarized into a scientific paper.[19]

C. Discussion

1. Consumer Dispute Resolution Agency Objection Regulations

Economic growth and technological advancements have facilitated public access to goods and services, but they have also created inequality between businesses and consumers. Consumers are often at a disadvantage when it comes to information, assessing product quality, and enforcing their rights when they experience losses.

One of the main issues in resolving consumer disputes through the Consumer Dispute Resolution Agency (BPSK) is the legal uncertainty regarding the nature of BPSK decisions, particularly regarding their finality and binding force. This uncertainty creates tension between the principle of legal certainty that BPSK seeks to uphold and consumers' right to fair legal protection. On the one hand, BPSK decisions aim to resolve disputes quickly and simply, but on the other hand, there is still a need for legal oversight to prevent errors in the application of the law or abuse of authority.

The BPSK decision is final and binding to provide legal certainty, but the Consumer Protection Law also provides space for injured parties to file objections to the District Court, in accordance with Article 56 of Law Number 8 of 1999. Objections must be filed within 14 days after the decision, which shows a balance between legal certainty and protection of the rights of the parties involved.

The objection provisions demonstrate that the BPSK is not considered equal to a judicial institution, as the objection mechanism limits the binding power of BPSK decisions. This emphasizes that BPSK's authority is administrative and quasi-judicial, so every decision still requires judicial oversight to ensure compliance with the law and the protection of rights.

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[18] Hanifah, I., Hariyanto, H., Ginting, L., Koto, I., & Syafriana, R. (2026). Legal Protection of Indonesia's Fisheries from Foreign Investment: A Social-State Approach. *Jurnal IUS Kajian Hukum dan Keadilan*, *14*(1).

[19] Simatupang, R. S. A., Hanifah, I., & Mansar, A. (2025). The Concept of Restitution as Legal Accountability in the Crime of Human Trafficking. Pena Justisia: Media Komunikasi dan Kajian Hukum, 24(1), 3554-3462.

Objections to BPSK decisions are not the same as regular appeals, because BPSK decisions originate from administrative bodies, not judicial bodies. Therefore, objections are seen as a form of judicial oversight of BPSK decisions, with the District Court serving as a tester of the legality and rationality of decisions, not as a forum for re-examining the underlying issues.

Article 56 Paragraph (2) of Law Number 8 of 1999 states that injured parties, namely consumers and business actors, can file objections to BPSK decisions. External parties do not have legal standing to file objections. The object of objections is the decision produced by the BPSK Council, especially those through the arbitration mechanism, in accordance with Supreme Court Regulation Number 1 of 2006.

Although BPSK decisions are final and binding, this norm still allows for objections, given that BPSK decisions are not strictly judicial, but rather quasi-judicial. Therefore, judicial oversight is necessary to ensure legal certainty and protect consumer rights.

Minister of Industry and Trade Decree No. 350/MPP/Kep/12/2001 regulates the duties and authorities of the Consumer Protection and Assurance Agency (BPSK) in resolving consumer disputes through conciliation, mediation, and arbitration. This regulation also confirms that BPSK decisions are final and binding and serve as the basis for filing an objection with the District Court if they are not implemented.

In practice, there are issues related to the 14-day deadline for filing objections, as there is no legal certainty regarding the legal status of late objections. This can lead to legal vacuums and uncertainty in the implementation of BPSK decisions.

Objections are not only procedural but also reflect the limits of the BPSK's authority beyond the judicial realm. Filing objections provides a means for parties to ensure that the BPSK's authority is exercised within the limits established by law.

The judge's considerations in accepting or rejecting an objection are often influenced by their assessment of the BPSK's authority and the scope of the objection examination. District court decisions place more emphasis on testing the legality and rationality of the BPSK's decision, rather than on a full reassessment of the substance of the dispute.

The practice of filing objections often creates confusion regarding how District Courts should treat such objections. Various reasons are put forward in objections, such as errors in the application of procedural law and errors in legal subjects, which can lead to non-uniformity in court examinations.

2. Legal Certainty in Resolving Motor Vehicle Financing Disputes Through the Consumer Dispute Resolution Agency (BPSK)

Legal certainty is a guarantee of the rights and obligations of every individual, embodied in regulations, not simply the result of social pressure. In a legal context, legal certainty serves to create order and balance in society and guarantee sanctions for violators. Without legal certainty, society can potentially descend into chaos, where rights and obligations are unclear, and authorities can act arbitrarily.

The principle of legal certainty is fundamental to contract law and consumer protection. Law Number 8 of 1999 concerning Consumer Protection affirms this principle as the basis for consumer protection. In motor vehicle financing agreements, legal certainty is reflected in the principle of pacta sunt servanda, which requires agreements to be legally concluded and not violate legal provisions. Failure to comply can result in disputes between consumers and business actors.

Legal protection in financing disputes aims to provide a sense of security and certainty of rights for consumers. The dispute resolution mechanism at the Financial and Consumer Protection Agency (BPSK) serves as an institution that guarantees legal certainty through dispute examinations and decisions. This legal certainty stems from the clarity of the BPSK's authority, dispute resolution procedures, and the legal consequences of its decisions.

However, the practice of dispute resolution through the BPSK faces challenges, particularly regarding the binding force and finality of decisions. Although Article 54 paragraph (3) of the Consumer Protection Law states that BPSK decisions are final and binding, Article 56 paragraph (2) provides an opportunity for aggrieved parties to file an objection with the District Court. This creates legal uncertainty for consumers, as the dispute resolution process can continue to the courts.

The legal system for motor vehicle financing often encourages parties to choose the BPSK due to its expedited process and lower costs. However, when business actors file objections, this can delay the fulfillment of rights and obligations and undermine legal certainty for consumers. Differing interpretations of the BPSK's authority frequently arise in disputes related to financing agreements and fiduciary guarantees, which can raise questions about the validity of BPSK decisions.

Experience in cases handled by the Medan District Court shows that although the BPSK has the authority to resolve disputes, legal certainty regarding BPSK decisions is not always final. In such cases, business actors file objections because they believe BPSK decisions do not comply with legal provisions. The judge's assessment of BPSK's authority in handling these disputes is crucial, as legal certainty can only be achieved if the dispute resolution body acts in accordance with the authority granted by law.

The judge's considerations also include the dispute resolution procedures implemented by the BPSK. Unclear procedures can reduce legal certainty, as the validity of the decisions issued can be questioned. Therefore, clear and consistent procedures are a primary requirement for BPSK decisions to be accepted and implemented by the parties.

In conclusion, legal certainty in resolving motor vehicle financing disputes through the BPSK (Regional Financial Supervisory Agency). Although the BPSK is expected to provide a quick and simple resolution, the court appeal mechanism shows that BPSK decisions are not always final. This creates legal uncertainty for consumers and businesses, which can hinder efficient dispute resolution.

3. Objection Mechanism to the Decision of the Consumer Dispute Resolution Agency (BPSK) in Motor Vehicle Financing Disputes Consumers (BPSK) in Motor Vehicle Financing Disputes

The Decision of the Consumer Dispute Resolution Agency (BPSK) in this study discusses the decision of the Consumer Dispute Resolution Agency (BPSK) in the context of motor vehicle financing disputes. According to the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001, the BPSK decision is final and binding, aiming to create legal certainty and expedite dispute resolution. However, Law Number 8 of 1999 concerning Consumer Protection gives the right to parties who disagree with the BPSK decision to file an objection to the District Court within 14 working days after receiving notification of the decision.

Businesses are required to implement the BPSK's decision within a maximum of seven working days. If the business does not file an objection, they are deemed to have accepted the decision. In cases of non-compliance, the BPSK can submit the decision to investigators for further investigation, making the BPSK decision sufficient preliminary evidence.

The District Court is required to issue a decision on an objection within 21 days of receiving the application. Any party dissatisfied with the District Court's decision may still appeal to the Supreme Court within 14 days. This objection process is not an appeal, but rather a special legal mechanism stipulated in Supreme Court Regulation Number 1 of 2006.

Practice shows that there are obstacles in the objection mechanism, especially when the decision is rendered by default or does not include the irah-irah "For the Sake of Justice Based on the One Almighty God." Normative tensions arise between legal certainty and the principle of justice for the parties.

Supreme Court Regulation No. 1 of 2006 stipulates that objections must be submitted in writing and cannot be filed against decisions made outside the arbitration mechanism. This creates different legal consequences that can potentially lead to legal uncertainty for the parties involved. Overlapping authority between the BPSK and the District Court is also problematic, particularly in disputes arising from contractual relationships.

The objection mechanism serves as a form of judicial oversight, whereby the District Court conducts a limited review of the BPSK's authority and application of the law. The court does not act as an appellate court, but rather examines the compliance of the BPSK's actions with statutory regulations.

A concrete example of the objection mechanism can be seen in Medan District Court Decision No. 1104/Pdt.Sus-BPSK/2024/PN.Mdn, in which the court examined an objection to the Medan City BPSK's decision in a motor vehicle financing dispute. The court deemed the dispute a purely civil dispute that fell outside the BPSK's jurisdiction.

The Medan District Court's decision to uphold the objection confirms that the finality of BPSK decisions is not absolute. The objection mechanism provides room for judicial oversight to ensure that the BPSK acts within its authority. Therefore, this decision creates legal certainty that disputes related to defaults on financing agreements cannot be classified as consumer disputes, which fall within the BPSK's jurisdiction.

In conclusion, the objection mechanism not only functions as legal protection for business actors, but also as an affirmation of the limits of BPSK's authority, ensuring that consumer dispute resolution takes place in accordance with the objectives of its formation.

D. Conclusion

The provisions for objections to decisions of the Consumer Dispute Resolution Agency (BPSK) demonstrate that the lawmakers did not position the BPSK as a fully judicial institution. Objections are regulated as a special legal mechanism that provides oversight by the District Court over the BPSK's quasi-judicial authority. Thus, the objection provisions serve as a normative instrument to limit the binding power of BPSK decisions while maintaining a balance between legal certainty and the protection of the parties' rights.

Legal certainty in resolving motor vehicle financing disputes through the Consumer Dispute Resolution Agency (BPSK) is essentially aimed at providing fast, simple, and low-cost legal protection for consumers. However, although normatively the BPSK's decision is declared final and binding, the existence of an objection mechanism to the District Court means that the resulting legal certainty is not yet absolute. Differences in interpretation regarding the authority and procedures of the BPSK, as well as the practice of filing objections to BPSK decisions, indicate that BPSK decisions can still be re-examined so that legal certainty in resolving motor vehicle financing disputes through the BPSK has not been fully achieved optimally.

The objection mechanism against the decision of the Consumer Dispute Resolution Agency (BPSK) is implemented through strict procedural stages, starting with the submission of an objection to the District Court within 14 working days of receiving the BPSK decision. The objection examination is carried out in a limited and formal manner, with the scope of the assessment focused on the authority of the BPSK, the appropriateness of the examination procedures, and the application of laws not used in the BPSK decision. The District Court does not have the authority to re-examine the main case or evidence, so the objection mechanism cannot be equated with the legal remedies of appeal or cassation. Through this mechanism, the court plays a role in ensuring that the BPSK decision is made in accordance with the limits of authority and applicable legal procedures.

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