

Empowerment of the Consumer Dispute Settlement Agency (BPSK) as Legal Protection for Consumers in Indonesia

Ade Hasiana Simanjuntak, Dhaniswara K. Harjono, John Pieris, Hulman Panjaitan, Andrew Betlehn

Universitas Kristen Indonesia

Email: adesimandjuntak@yahoo.com, dhaniswara.harjono@uki.ac.id, john.pieris@uki.ac.id, hulman.panjaitan@uki.ac.id, andrew.betlehn@gmail.com

Keywords	ABSTRACT
Consumer Dispute Resolution Agency, Legal Protection, Consumers	<p>The imbalanced position of consumers compared to business actors in Indonesia often leads to disputes, necessitating effective legal protection mechanisms. This research aims to analyze the constraints faced by the Consumer Dispute Settlement Agency (BPSK) and to formulate strategies for its empowerment to enhance consumer protection. Employing a normative juridical research method, this study analyzes statutory regulations and secondary legal materials related to consumer dispute resolution. The results indicate that BPSK faces significant multidimensional challenges, including limited institutional coverage (only 41% of regencies/cities), contradictory regulations governing its decisions and execution, chronic budget shortages, and a lack of professional legal expertise among its members. These constraints severely hinder its effectiveness as a non-litigation alternative. In conclusion, the research asserts that comprehensive and structural empowerment of BPSK across institutional, regulatory, funding, and human resource aspects is imperative. The implications of these findings underscore the urgent need for strategic interventions to transform BPSK into an accessible, authoritative, and effective institution capable of providing simple, fast, and low-cost justice, thereby fulfilling its mandate as a primary form of legal protection for Indonesian consumers.</p>

INTRODUCTION

The advancement of science and technology, including telecommunications and information, has increased the variety and quality of goods and services produced, as well as expanded transactional activities that cross a country's borders (Li, Zhang, & Wang, 2024). On one hand, this situation benefits consumers, especially in fulfilling their rights to choose from various goods and services available in society according to their capabilities (Goel et al., 2025). However, on the other hand, such conditions can harm consumers' rights and interests due to the increasingly unbalanced position between consumers and business actors, where consumers find themselves in a fragile position (Kurniawan, 2021; Patel et al., 2025). Consumers become the target of business activities aimed at maximizing profits by entrepreneurs through promotional strategies, sales methods, and the implementation of standard agreements that disadvantage consumers (Korowai et al., 2025). Given the position of consumers, they must be protected by law (Patel et al., 2025). One of the characteristics, as well as the purpose of the law, is to provide protection (safeguarding) to society. Protection for the community must be realized through mechanisms for dispute resolution (Hamid et al., 2025).

Susanti Adi Nugroho noted that various cases harming consumers did not end with a satisfactory resolution for the consumers (UNCTAD, 2023). In the case of the Republic of

Indonesia against Tan Chandra Helmi and Gimun Tanno, famously known as the "Poison Biscuit" case, the consumer lawsuit was only resolved from criminal and administrative aspects, leaving the victims or consumers without compensation or damages based on civil claims. This can be seen in the decision of the Tangerang District Court No. 30/Pid.B/190/PN.Tng.

Learning from the resolution of consumer disputes that often fails to protect consumers, the government enacted Law No. 8 of 1999 concerning Consumer Protection on April 20, 1999, State Gazette of the Republic of Indonesia Year 1999 Number 42, Supplement to the State Gazette of the Republic of Indonesia Number 3821, which came into effect one year after its promulgation. This law serves as a legal protection tool for consumers, protecting them against any actions and behaviors of business actors regarding the distribution of goods or services they produce (Willett, 2018).

Law Number 8 of 1999 established that a consumer dispute can be resolved through the Court or outside of it (Amriani, 2013). Resolution of consumer disputes through the Court is the absolute competence of the District Court as part of the general judiciary. Meanwhile, the resolution of disputes outside the Court is the absolute competence of the Consumer Dispute Resolution Agency (BPSK).

It is no longer a secret that the resolution of consumer disputes, like civil disputes in general conducted through the District Court as part of the general judiciary, requires a relatively long time and incurs relatively high costs that sometimes do not correspond to the value of the case being claimed (Asnawi, 2016). This has resulted in much attention and criticism directed at the process and mechanisms of dispute resolution (consumer) through the District Court (Barkatullah, 2010). The process takes a relatively long time, especially when the resolution must be carried out through the execution of a legally binding decision due to the losing party in the case being unwilling to voluntarily comply with the content of the court's decision that has become legally binding. Not only time but also the costs and processes are felt to be convoluted and bureaucratic (Arto, 2017).

Regarding the public's trust in the judiciary, Achmad Ali argues that "sociologically, the level of trust among Indonesian citizens in the judicial institution is already at the stage of a 'bad trust society.'" The leading cause of the increasing erosion of public trust is the government's lack of seriousness in enforcing the law. In light of this situation, the proposed solution is as follows: Law enforcement requires implementing an independent, fair judicial process that favors the general public (Kencana, 2017; Panjaitan, 2021; Sidabalok, 2010). However, the law reflects the culture of the legal elite. Therefore, those legal leaders who do not adequately understand the law and the legal system should have been replaced long ago with figures who firmly commit to legal empowerment. If this is not addressed, the widespread frustration of the public, which has accumulated witnessing the increasing number of deviations in the law enforcement process, is likely to lead to a "hostile outburst," whether in the form of brawls or other forms of social unrest.

Similarly, in judicial practice, resolving consumer disputes outside of the Court through the Consumer Dispute Settlement Agency does not provide consumers maximum legal protection as expected. This is due to various regulatory and institutional obstacles present in the BPSK. Therefore, empowering it to resolve consumer disputes is necessary to provide legal protection for consumers in Indonesia, ensuring that they are genuinely well protected.

Therefore, this research aims to analyze the constraints and challenges faced by BPSK in providing legal protection for consumers and to formulate strategies for its empowerment. The benefits of this research are expected to provide recommendations for improving the effectiveness of BPSK as a non-litigation dispute resolution institution, so that it can truly provide simple, fast, and low-cost justice for consumers, as well as contribute to the development of consumer protection law in Indonesia.

METHOD

The research method used in this writing is normative legal research, also known as doctrinal legal research, which focuses on the study based on statutory regulations in a normative manner, particularly related to consumer protection. The approach used is a legal approach with data collection techniques through literature study to obtain secondary data. The legal materials used are specifically secondary legal materials and primary legal materials.

RESULTS

Mechanism for Resolving Consumer Disputes

Consumer disputes originate from the words "dispute" and "consumer." In everyday usage, a dispute is when parties engaged in business efforts have a problem that requires the other party to act or refrain from acting in a certain way. Still, the other party refuses or does not comply.

Consumers can be defined as users of goods and services. According to Article 1, number (2) of the Consumer Protection Law, a consumer is any person who uses goods and services available in society, whether for their interests, family, others, or other living beings, and not for commercial purposes. Based on this description, consumer disputes can be interpreted as conflicts between business actors and consumers who demand compensation for damages, pollution, and losses from consuming goods or utilizing services.

Normatively, the Consumer Protection Law, through Article 45 paragraph (2), has determined that consumer disputes can be resolved through the courts or out of court based on the voluntary choice of the parties involved. Previously, in paragraph (1), it was established that every harmed consumer can sue the business actor through an institution responsible for resolving disputes between consumers and business actors or through the courts within the general judicial system.

The resolution of consumer disputes through the District Court as part of the general judiciary often does not provide maximum legal protection to consumers as expected, including in time. In civil case No. 309/Pdt.G/2007/PN.Jkt.Pst jo No. 228/PDT/2008/PT. DKI between David L. Tobing and PT. Lion Mentari Airlines, with a cash value of only Rp. 718,500 (seven hundred eighteen thousand five hundred rupiahs), it took 18 (eighteen) months to resolve, in addition to the court fees that had to be paid as an advance based on SKUM (Power of Attorney to Pay), along with other expenses incurred such as evidence fees, and transportation costs to the court.

In another case, we can see the time required for a court decision with permanent legal force, namely the decision of the Supreme Court of the Republic of Indonesia No. 820 K/PDT/2013 dated July 2, 2013, to No. 254/PDT/2012/PT. Smg dated October 24, 2012, jo No. 304/Pdt.G/2011/PN. Smg dated March 7, 2012, in the case between Robert Mangatas Silitonga

and PT. Maskapai Lion Air, where the claim value was Rp. 19,115,000 (nineteen million five hundred thousand rupiah), which had to wait more than two years until the court decision gained permanent legal force.

The following will describe how the portrait of dispute resolution through the courts is depicted, particularly in terms of time and the value of the lawsuit for a court decision with permanent legal force.

Table 1: Overview of Consumer Dispute Resolution through the Court

No	Case	Characteristics	Decision	Time
01	3138 K/Pdt/1994 and 496/PDT/1993/PT. DKI and 237/Pdt.G/1992/PN. Jkt.Tim	False housing advertisements.	Reimbursement lawsuit by the business actor amounting to IDR. 34,000,000.	4,5 years
02	191 K/Pdt/2003 dated January 30, 2007, in conjunction with 01/PDT/2002/PT.KT.Smnda dated March 6, 2002, in conjunction with 96/Pdt.G/2000/PN.Smnda dated May 9, 2001.	Lost a motorcycle in the parking lot.	Compensation of IDR 8,000,000.	7 years
03	228/PDT/2008/PT. DKI in conjunction with 309/Pdt.G/2007/PN. Jkt.Pst	Delay in air transportation.	Compensation of IDR. 718,500.	1,5 years
04	2157 K/Pdt/2010 dated January 31, 2011, in conjunction with 122/PDT/2009/PT. Smnda dated January 11, 2010, in conjunction with 03/Pdt.G/2009/PN. Smnda dated June 15, 2009.	Lost a motorcycle in the parking lot.	Compensation of IDR 25,000,000	1,5 years
05	641 K/Pdt.G/2011/ PN. Dps dated April 11, 2012. (in kcarht pada PN, gugatan n.o)	Delay in air transportation.	Compensation of IDR 45,000,000	6 months
06	820 K/Pdt/2013 dated 02-07-2013 in conjunction with 254/PDT/2012/PT.Smg dated 24-10-2012 in conjunction with 304/Pdt.G/2011/PN. Smg dated 07-03-2012.	Lost of baggage	Compensation of IDR 19,115,000	2 years
07	160/Pdt.G/2013/PN. Ska (in kcarht pada PN, gugatan n.o)	The boilerplate clause in a bank credit agreement.	Compensation of IDR 2.000.000.000	6 months
08	162/Pdt.G/2013/PN. Ska dated December 5, 2013. (in kcarht pada PN, gugatan n.o)	The clause on mortgage rights in bank credit agreements.	Cancellation of the standard clause on collateral rights.	6 months

Source: Data processed from various court decisions, 2023

What about the resolution of consumer disputes outside of court through BPSK? BPSK is an agency established based on the mandate of the Consumer Protection Law, realized through Presidential Decree No. 90 of 2001 on the Establishment of BPSK, which serves as an institution for resolving consumer disputes outside of court. According to Article 47 of the Consumer Protection Law, its purpose is to resolve disputes between consumers and businesses to reach an agreement on:

- a. The form and amount of compensation

- b. Specific actions to ensure that the losses suffered by consumers do not occur again or are not repeated.

The guarantee is made in a Statement Letter from the Business Actor stating that such actions will not be repeated.

Susanti Adi Nugroho stated, "The fundamental concept behind establishing the BPSK institution is to address the resolution of disputes between consumers and business actors/producers, which generally involves small amounts. However, in practice, there is no limit on the value of the claims submitted, allowing consumer lawsuits to range from small amounts to large sums." The establishment of the Consumer Dispute Settlement Body as an institution for resolving consumer disputes outside of court is motivated by the condition or position of consumers in a weaker position when facing business actors. This is due to the low level of awareness and knowledge among consumers.

The UUPK sets limits on the absolute competence for resolving consumer disputes outside of court as stipulated in Article 47, which states that the resolution of consumer disputes outside of court is conducted to reach an agreement regarding the form and amount of compensation and regarding specific actions to ensure that the losses suffered by consumers do not occur again or are not repeated.

According to Article 54, paragraph (3) of the Consumer Protection Law, the decision of the Consumer Dispute Settlement Agency is final and binding, meaning there are no legal remedies against the BPSK's decision. However, Article 56 paragraph (2) stipulates that the parties may submit objections to the District Court no later than 14 (fourteen) working days after receiving notification of the decision. The District Court is required to issue a decision on the objection within a maximum of 21 (twenty-one) days from the receipt of the complaint (paragraph (1)). In paragraph (2), it is stipulated that against the decision of the District Court, as referred to in paragraph (1), the parties may file a cassation to the Supreme Court of the Republic of Indonesia within a maximum of 14 (fourteen) days. The Supreme Court of the Republic of Indonesia must issue a decision within a maximum of 30 (thirty) days from the receipt of the cassation application (paragraph). (3).

Institutionally, it can be stated that the opportunity to file an objection to the BPSK's decision through the District Court is a form of significant intervention by the general judiciary in resolving disputes through BPSK. This means that the legal strength of BPSK's decisions is still dependent on the court's authority and, thus, is not truly final. This is because, in practice, as long as an objection is filed against the BPSK decision, that decision cannot be executed until the District Court, which examines the objection, issues a legally binding ruling. (in kracht van gewijsde). Thus, in practice, the BPSK decision is not final and binding because it can be challenged through an objection in the District Court. The existence of legal objections like this, as a legal effort against BPSK's decisions, only prolongs the time and costs required to resolve a consumer dispute. This is because the decision on the objection can still be appealed to the Supreme Court of the Republic of Indonesia, even though the Consumer Protection Law limits the timeframe for deciding 21 (twenty-one) days for objection cases from the receipt of the objection, and 30 (thirty) days for the appeal cases from the date the Supreme Court of the Republic of Indonesia receives the appeal request. Unfortunately, the law does not impose sanctions or legal consequences for a consumer dispute that cannot be resolved within the

maximum time frame set by the law (Hatta, 2012; Miru & Yodo, 2015; Miru, 2013; Nugroho, 2011; Panggabean, 2012).

Susanti Adi Nugroho stated, "Furthermore, the BPSK arbitration decision, although using the terminology of arbitration, does not regulate the arbitration mechanism as stipulated in Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Instead, it creates its own rules that are relatively different from those established in Law No. 30 of 1999, resulting in a conflict between the arbitration in the BPSK decision and the arbitration decision in Law No. 30 of 1999, which requires further interpretation." "The lack of clarity in the regulations of this Consumer Protection Law creates confusion in its implementation."

Another issue relates to the execution of BPSK decisions. For a BPSK decision to have executive power, it must be requested for an execution order from the district court in the residence of the aggrieved consumer. However, in practice, there are difficulties in requesting the execution order through the District Court due to various reasons cited by the District Court, namely:

1. The BPSK decision does not include the phrase "In the Name of Justice Based on the One and Only God," making it impossible to execute.
2. No regulations/guidelines exist on the procedure for submitting an execution request for BPSK decisions.

The regulations concerning the request for an execution order for BPSK decisions must also be revised. By the applicable civil procedural law, when the losing party does not voluntarily execute a court decision that has become final, the winning party in the case may file an execution request through the local district court. The same does not apply to the execution order based on the BPSK decision. Article 42 paragraph (2) of the Decree of the Minister of Industry and Trade No. 350/MPP/Kep/12/2001 states that for the BPSK decision, an execution order must be requested by the BPSK to the District Court in the location of the harmed consumer. Such arrangements in civil procedural law are uncommon, as the request for an execution order is for the benefit of the party that has won the judgment. Therefore, the party that should file for execution is the interested party, not the BPSK institution.

At the very least, BPSK faces several main obstacles in implementing the Consumer Protection Law. Hence, its existence needs to be maximized to ensure that consumers genuinely feel its benefits in providing justice for them. The main obstacles include a) Institutional and organizational constraints, b) Funding constraints, c) Human Resource constraints within BPSK, and d) Regulatory constraints.

Legally, the resolution of consumer disputes through BPSK offers several advantages for consumers, such as the relatively quick time required by BPSK to settle consumer disputes and the absence of litigation costs that consumers must pay when filing their claims through BPSK. However, the numerous challenges faced regarding the existence of BPSK have diminished its role in providing legal protection and justice for consumers, particularly in law enforcement practices. For that reason, it is necessary to empower consumers to truly feel the presence of justice and legal protection in defending their rights and legal interests due to violations committed by business actors.

According to the law, resolving disputes over consumer rights violations through the Consumer Dispute Settlement Board (BPSK) is relatively quick compared to resolving consumer disputes through the District Court as part of the general judiciary. However, in

practice, as described above, this is not the case, as it requires a relatively long time and a convoluted and bureaucratic process, especially when enforcing BPSK decisions through the Court after a legally binding ruling has been issued. The table below provides an overview of consumer dispute resolution through BPSK.

Table 2: Overview of Consumer Dispute Resolution through BPSK

No	Case	Characteristics	Decision	Time
01	77 K/Civil.Sus/2011 dated 25-05-2011 in conjunction with 11/Abs/BPSK-YK/VI/2009 dated 14-07-2009 in conjunction with 73/Civil G. BPSK/2010/PN.Yk dated 30-08-2010	Unilateral termination of the housing sale and purchase agreement.	The buying and selling will continue.	2 years
02	560 K/Pdt.Sus/2012 dated 24-09-2012 in conjunction with 092/Pts.A/BPSK-DKI/II/2012 dated 28-02-2012 in conjunction with 135/Pdt.Plw.BPSK/2012/PN.Tng dated 10-05-2012.	Life insurance claim	Compensation of IDR 50,801,598.	9 months
03	605 K/Pdt.Sus.BPSK/2012 dated November 14, 2012, in conjunction with 12/BPSK-SMG/Put.Arbitrase/X/2011 dated October 3, 2011, in conjunction with 02/Arbitrase/2011/PN. Smg dated November 17, 2011.	Lost Baggage	Compensation of IDR 25,000,000	14 months
04	937 K/Pdt.Sus/2010 dated 30-05-2013 in conjunction with 35/BPSK/III/2010 dated 31-03-2010 in conjunction with 274/Pdt.G/2010/PN. Sby dated 25-05-2009.	Unilateral termination of the housing sale and purchase agreement.	Compensation of IDR 87,167,900	3 years and 2 months
05	04/Pdt.Sus-BPSK/2014/PN.Bky dated 08-05-2014 in conjunction with BPSK Sngkwang No. 9 of 2014 dated 20-03-2014. (in kracht di PN)	The repossession of motor vehicles by financing institutions.	Compensation of IDR 80,450,000	3 months

Source: Data processed from various court decisions related to BPSK, 2023

Legal protection for consumers is a significant issue, especially in the increasingly intense and evolving global competition. Legal protection for consumers is crucial in facing international competition and the multitude of products and services that place consumers in a weak bargaining position. Therefore, legal regulations are needed to protect or empower consumers. Consumer protection is a citizen's right that, on the other hand, is a duty of the state to protect its citizens. Therefore, state intervention is necessary to establish legal regulations through a legal protection system for consumers. Legal protection for consumers is carried out through legal safeguards provided by the state. Consumer protection is achieved by safeguarding consumers' rights. In another sense, if consumers are indeed to be protected, then

their rights must be fulfilled, both by the state and by business actors, because the fulfillment of these consumer rights will safeguard consumers from various forms of loss.

Empowerment of the Consumer Dispute Settlement Agency as a Form of Legal Protection for Consumers

Based on the constraints and weaknesses present in the Consumer Dispute Settlement Agency (BPSK) as a non-court consumer dispute resolution institution, as outlined above, BPSK needs to be empowered as a manifestation of providing legal protection to consumers. Empowerment can be carried out in various aspects, particularly to address the constraints and obstacles faced, which can be outlined as follows:

1. Empowerment of BPSK from the institutional and organizational aspect

As of 2019, only 171 BPSK, or about 41%, were established in 416 regencies and cities across Indonesia. This has resulted in limited consumer access to resolve disputes through BPSK—meanwhile, Law No. 8 of 1999 mandates that BPSK be established in regencies/cities. Therefore, the existence of BPSK must reach consumers throughout Indonesia and must provide them with easy and affordable access to resolve their disputes through BPSK.

Institutionally, BPSK is currently under the Ministry of Trade. Therefore, it is part of the executive. Nevertheless, the law grants authority in the judicial field to penalize business actors to pay compensation, including canceling the legal relationship between consumers and business actors, such as standard agreements.

Based on the duties and authorities of BPSK as regulated by law, BPSK has multiple functions. On one hand, it performs an executive function, with the authority to oversee the inclusion of standard clauses; an advocacy function, which involves providing consumer protection consultations; and a judicial function, which includes handling and resolving consumer disputes through mediation, arbitration, or conciliation. It also accepts written and unwritten complaints from consumers regarding violations of consumer protection, decides and determines the existence or absence of harm to consumers, and imposes administrative sanctions on business actors who violate the provisions of the Consumer Protection Law.

Given its position, it can be stated that BPSK is a quasi-judicial body whose examination is not based on *pro justicial* and does not carry the phrase "In the Name of Justice Based on the One and Only God." This has led to legal protection for consumers while simultaneously creating a balance between the interests of consumers and business actors. Hulman Panjaitan, in his book "Consumer Protection Law, Repositioning and Strengthening the Consumer Dispute Settlement Body in Providing Protection and Maintaining Balance with Business Actors," proposes the establishment of a Consumer Dispute Court within the District Court as part of the General Judiciary.

2. Empowerment from the funding aspect

The availability of budget for the operational costs of BPSK has become a significant issue in various regions. For instance, the BPSK of South Tangerang City has not paid the honorarium for its members for eight months, from June 2017 to February 2018. In 2002, BPSK was still receiving funding from the state budget (APBN), which the local government then allocated through the regional budget (APBD). However, it turned out that the local government

did not include operational funds for BPSK in the regional budget, both at the regency and city levels. Because regional autonomy has not been running smoothly to this day, some BPSK have yet to receive operational funds.

3. Empowerment from the aspect of normative regulation

There are several contradictory normative provisions in Law Number 8 of 1999 regarding the existence of BPSK, namely the provision in Article 54 paragraph (3), which states that BPSK's decisions are final and binding. However, Article 56, paragraph (2) allows the possibility of submitting an "objection" to the District Court. Against the decision of the District Court that examines and decides on the "objection," a cassation can be filed to the Supreme Court. This has rendered BPSK's decisions neither final nor binding, as they can still be subject to "objection" in the District Court.

Similarly, there are conflicting provisions in the Minister of Trade Decree No. 350/MPP/Kep/12/2001 and Supreme Court Regulation No. 1 of 2006 regarding the Procedure for Submitting Objections to BPSK Decisions. Article 42 paragraph (2) of Minister of Trade Decree No. 350 states that for BPSK decisions, as referred to in paragraph (1), an execution order must be requested by BPSK from the District Court in the location of the harmed consumer. Meanwhile, Article 7 paragraph (1) of Supreme Court Regulation No. 1 of 2006 stipulates that consumers may submit a request for execution of BPSK decisions that have not been objected to at the District Court in the jurisdiction where the consumer is located within the legal area of the BPSK that issued the decision.

4. Empowerment from the Human Resource aspect

Susanti Adi Nugroho stated that BPSK members from the government sector, recruited from representatives of agencies whose scope includes industry, trade, health, mining, agriculture, forestry, transportation, and finance, are accustomed to a rigid and cautious government system. This can hinder BPSK's becoming an independent institution.

In addition, the lack of professionalism among BPSK members in resolving consumer disputes is due to their different academic backgrounds. This situation serves as an obstacle, evidenced by the fact that the decisions made by the BPSK do not meet the criteria of a valid ruling and decide beyond what was requested (*ultra vires*). This has resulted in the BPSK's decisions being unenforceable. The contributing factor is the lack of understanding and experience in law among BPSK members.

CONCLUSION

In practice, the Consumer Dispute Settlement Agency (BPSK) encounters numerous challenges in effectively providing fair legal protection to consumers outside of court, as existing normative provisions and their judicial application often fall short of expectations. To enhance consumer protection, it is crucial to empower BPSK across multiple dimensions, including institutional and organizational capacity, funding, regulatory framework, and human resources. Future research should focus on evaluating the impact of empowerment initiatives on BPSK's effectiveness and explore innovative approaches to overcoming institutional and legal barriers in consumer dispute resolution.

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