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Absolute Competence of Consumer Dispute Resolution Bodies in Resolving Consumer Disputes: Study of District Court Decision Number 16/Pdt.Sus-BPSK/2017/Pn Rap

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Abstract

The Consumer Dispute Settlement Agency (BPSK) was formed in order to provide an alternative forum for consumers who want to sue business actors on the basis of losses they have suffered. Along with the development of laws and regulations in Indonesia, an institution that has a similar role to BPSK was formed, the institution is LAPS-SJK (Alternative Dispute Resolution Institution in the Financial Services Sector). LAPS-SJK was formed through the Financial Services Authority Regulation Number: 61/POJK.07/2020 concerning LAPS-SJK. The presence of LAPS-SJK turns out to have implications for the sustainability of consumer protection law enforcement in Indonesia. The implication in question is the emergence of dualism between these two institutions in efforts to resolve consumer disputes, especially in the financial services sector. This study aims to know and understand the absolute

competence possessed by BPSK in resolving consumer disputes in the current period. The research method used is normative juridical using a statutory approach and conceptual approach. Based on the results of this study, it is concluded that BPSK no longer has the authority to handle consumer disputes in the financial services sector with the issuance of POJK No. 61/POJK.07/2020. Ratio decidendi in the Rantau Prapat District Court Decision Number 16/Pdt.Sus-BPSK/2017/ Pn Rap is that the panel of judges stated that BPSK Batu Bara Regency does not have the authority to handle the dispute. The legal consequences arising from the issuance of the decision of the Rantau Prapat District Court Number 16/Pdt.Sus-BPSK/2017/Pn Rap for the authority of BPSK are legally prohibited from handling the dispute.

Keywords: Absolute Competence, BPSK, Consumer Disputes, Resolving

1. Introduction

The legal relationship between consumers and business actors / sellers can cause disputes or disputes. The dispute in question is to describe a situation where a party wants to carry out an achievement by another party, but the other party does not carry out his performance ^[1]. According to Decree Number: 350/MPP/12/2001 dated December 10, 2001, consumer disputes are defined as disputes between consumers and business actors who sue business actors to compensate for pollution, damage, or losses incurred due to the use of goods or services.

As in the provisions in Article 45 paragraph (1) of the Law which explains that "Every aggrieved consumer can sue business actors through institutions in charge of handling disputes between consumers and business actors or through courts under the general judicial environment". The institution in charge of handling disputes between consumers and business actors as referred to in Article 45 paragraph (1) of the Law is the Consumer Dispute Settlement Agency (hereinafter referred to as BPSK). The UUPK mandates the establishment of BPSK as an alternative forum to file a lawsuit on the basis of losses by consumers against business actors.

An event of disagreement or dispute occurred in 2017, a dispute occurred between Limited Liability Companies Bank Tabungan Pensiunan Nasional (hereinafter referred to as PT. BTPN) with Abdul Rahim Tahir as a customer of PT. BTPN. Both parties have a legal relationship through a credit agreement in the credit agreement letter number: 000086-SPK-7045-0110 dated January 27, 2010 Jo. Agreement of amendment to the credit agreement (Top Up/Restructuring) Number 7002146-ADDK-7045-0512 dated May 7, 2012. Abdul Rahim Tahir as a customer has agreed to provide guarantees for the credit facilities that have been received in the form of a plot of land and buildings covering an area of 888/198 M2 which has been bound by the Right to Cover based on the Deed of Granting Rights of Dependents (APHT) Number 99/2014 and has been registered according to the certificate of rights of dependents (SHT) Number 1500/2014 dated April 25, 2014.

The dispute began when the customer did not pay the remaining credit debt obligations to PT. BTPN, so then PT BTPN took the initiative to submit the auction process to the State Wealth and Auction Service Office (hereinafter referred to as KPKNL). Abdul Rahim Tahir as a customer did not accept the attempt to sell the object of liability proposed by PT. BTPN through KPKNL so Abdul Rahim Tahir filed a lawsuit objecting to this through BPSK Batubara Regency. BPSK Kabupaten Batubara in Decision Number: 460 / Arbitration / BPSK- BB / 2016 dated January 4, 2017 essentially granted Abdul Rahim Tahir's lawsuit, declared invalid and null and void the determination of the auction and the implementation of the auction that had been determined / carried out by the KPKNL and punished the defendant to cancel the auction that would be and / or had been carried out. PT. BTPN as the defendant considers that the decision of BPSK Batubara Regency does not reflect justice and exceeds the authority of BPSK itself, so PT. BPTN filed an objection to the BPSK Batubara Decision through the Rantau Prapat District Court.

Rantauprapat District Court Decision Number: 16/Pdt.Sus-BPSK/2017/PN-Rap, explaining the dispute between PT. BPTN as a business actor against a customer named Abdul Rahim Tahir in a credit agreement case. The panel of judges in its decision canceled the decision of BPSK because it had violated absolute competence for credit agreement disputes arising based on the default of one of the parties stated in consideration as not the authority of BPSK in handling cases. The consideration of the Rantauprapat District Court Judges seems to contradict Article 45 paragraph (1) of the Law.

The main issues in the Rantau Prapat District Court Decision Number: 16/Pdt.Sus-BPSK/2017/PN-Rap are quite interesting to discuss, especially related to the consideration of the Panel of Judges in carrying out its role to accept and resolve consumer dispute cases. This case also has relevance to a problem that also occurred in 2017, where the Supreme Court annulled 127 BPSK rulings related to consumer disputes. This is because BPSK adjudicates outside its authority^[2].

Judging from previous research, there have been many various studies that discuss the competence of BPSK, however, there are still few that discuss specifically about the absolute competence of BPSK which is then associated with the existence of LAPS-SJK as a result of the development of current laws and regulations. Some other studies that also discuss the competence of BPSK include: First, research conducted by Meiriza Mega Ardita entitled "Consumer Dispute Settlement by the Consumer Dispute Settlement Agency Related to Consumer Domicile (Study of District Court Decision Number 12 / Pdt.Sus-BPSK / 2016 / PN Mdn)". The findings of this study are that consumer dispute resolution can be resolved at BPSK whose jurisdiction includes consumer domicile, at the nearest BPSK (if there is still BPSK at consumer domicile), at an agreement that has been made by the parties to choose their legal settlement domicile in case of a dispute^[3].

Second, research conducted by Virdino Fahmi Dimhari entitled "Competence of Consumer Dispute Resolution Bodies in Resolving Disputes (Review of the Supreme Court of the Republic of Indonesia Decision Number 200 K / Pdt.Sus / 2012)". The results of the study show that BPSK's competence is the resolution of consumer disputes by means of Conciliation, Mediation, and Arbitration as

well as the imposition of administrative sanctions in decisions taken by the panel of judges. Ratio Decidendi Decision Number 200 K / Pdt.Sus / 2012 is an error in making BPSK decisions when examining consumer dispute cases, besides that the objections raised were also not tried properly in the District Court so that the Supreme Court adjudicates consumer disputes itself and grants the cassation of the applicant. Of the two studies, what is in common with this study is related to the discussion of BPSK competence. The difference is that the two studies do not discuss the implications of the birth of LAPS-SJK on BPSK and also related to the object of research that the author uses^[4].

The purpose of this study is to know and understand the role of BPSK in resolving consumer disputes based on absolute competence possessed. The second is to understand the ratio decidendi in District Court Decision Number 16 / Pdt.Sus-BPSK / 2017 / PN Rap on the absolute competence of BPSK. The third is to find out the legal consequences of the stipulation of the District Court Decision Number 16 / Pdt.Sus-BPSK / 2017 / PN Rap.

2. Research Methods

This writing uses normative juridical methods, the normative juridical research in question is only carried out through a review of secondary data or library sources. The secondary data in question is data obtained through library materials only^[5]. The research approach used by the authors in this study is a statutory approach and a conceptual approach. The statutory approach is an approach that is applied by reviewing all laws and regulations related to the legal issue being studied. While the conceptual approach is a form of approach if in their research, researchers remain within the limits of the existing legal framework. Data to support this research comes from literature studies in the form of secondary data consisting of primary legal materials (laws and regulations, judges' decisions, and minutes in making laws and regulations), secondary legal materials (books, legal journals, legal dictionaries, theses, and dissertations), as well as non-legal materials (internet and scientific paper writing manuals)^[6].

The steps taken by the author in compiling this research, first the author determines the legal issue which is then formulated in the form of a problem formulation. The next step is the collection of legal materials (primary legal materials, secondary legal materials, and non-legal materials) related to the existing problem. After that, the author relates these materials to the issues presented for later review. Based on the results of the study, conclusions are made in the form of argumentation as a form of answer to the problem at hand. To describe the problem, the author uses a deductive method, namely by systematically explaining the problem under study, namely from general to specific. Then, the author will conclude specifically the results of the research presented in the discussion.

3. Results and Discussion

3.1 The Role of Consumer Dispute Resolution Bodies in Resolving Consumer Disputes Based on Their Absolute Competence

BPSK is an agency that has the authority of the UUPK to handle and resolve disputes between business actors and consumers. Based on this, if reviewed using the theory of authority derived from laws and regulations, it can be said that BPSK gets its authority by attribution. Attribution is the

granting of authority derived from statutory provisions. However, over time with the establishment of an Alternative Dispute Resolution Institution in the Financial Services Sector (hereinafter referred to as LAPS-SJK) through the Financial Services Authority Regulation Number: 61 / POJK.07 / 2020 concerning Alternative Dispute Resolution Institutions in the Financial Services Sector actually caused confusion in the community. The confusion arises due to the dualism that occurs between BSPK and LAPS-SJK as two institutions that have the same position, namely as alternative dispute resolution institutions.

The UUPK mandates the establishment of BPSK to be used as an alternative forum for consumers who feel aggrieved and want to file a lawsuit for violations committed by business actors. BPSK is modeled after the small claim tribunal (SCT) model that has been effective in many developed countries. SCT itself comes from countries that adhere to the common law legal system that is accustomed to using jurisprudence in its law enforcement efforts, in contrast to Indonesia which adheres to the civil law legal system or continental Europe whose law enforcement methods are based on written law (laws and regulations)^[7]. Consumer dispute resolution through BPSK can be carried out using 3 ways, namely conciliation, mediation, and arbitration in accordance with the provisions in Article 52 letter a of the UUPK jo. Article 3 letter a of Kepmenperindag Number: 350 / MPP / Kep / 12/2001 concerning the Implementation of the Duties and Authorities of the Consumer Dispute Settlement Agency which reads "carry out the handling and settlement of consumer disputes, by means of mediation or arbitration or conciliation".

The first way is ediation, as one way of dispute resolution through BPSK mediation is a dispute resolution process involving third parties or commonly called mediators. A mediator is tasked with mediating as well as being able to provide input for the parties to the dispute^[8]. The definition of mediation is regulated through the provisions in Article 1 point 10 of the Kepmenperindag Number: 350 / MPP / Kep / 12/2001 which reads "Mediation is the process of resolving consumer disputes outside the court with the intermediary of BPSK as an advisor and the settlement is handed over to the parties".

The next method of dispute resolution through BPSK is conciliation, this method involves third parties outside the disputing party in this case is a panel that has been approved by BPSK. This assembly must be neutral and passive in carrying out its duties as a conciliator. In addition, as a conciliator, the ahrus assembly answers questions asked by consumers or business actors related to laws and regulations in the field of consumer protection with the aim of easily reaching mutual agreement from the disputing parties to the problems that occur. The definition of conciliation can be explained through the provisions in Article 1 point 9 of Kepmenperindag Number: 350 / MPP / Kep / 12/2001 which reads "Conciliation is the process of settling sengketa outside the court with the intermediary of BPSK to bring together the parties to the dispute, and the settlement is left to the parties".

The last way is arbitration, this way of consumer dispute resolution is a way of resolving disputes that is delegated to people chosen by the parties to the dispute and they must submit to and agree on the things decided. The person who is intended to receive the delegation to resolve consumer disputes is the panel determined by the head of BPSK and

acts as an Arbitrator^[9]. The definition of arbitration can be known based on the provisions in Article 1 point 11 of Kepmenperindag Number: 350 / MPP / Kep / 12/2001 which reads "Arbitration is a consumer dispute resolution process outside the court in which in this case the parties to the dispute fully submit the dispute resolution to BPSK".

BPSK as a semi-court institution has duties and authorities regulated through the provisions in Article 52 of the UUPK jo. Article 3 of Kepmenperindag Number: 350/MPP/Kep/12/2001 among others:

1. Carry out the handling and resolution of consumer disputes, by means of mediation or arbitration or conciliation;
2. Provide consumer protection consulting;
3. Supervise the inclusion of standard clauses;
4. Report to the general investigator if there is a violation of the provisions of this Law;
5. Receive complaints, both written and unwritten, from consumers about violations of consumer protection;
6. Conduct research and examination of consumer protection disputes;
7. Summoning business actors who are suspected of having violated consumer protection;
8. Summoning and presenting witnesses, expert witnesses and/or any person deemed aware of violations of this Law;
9. Request the assistance of investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letter g and letter h, who are not willing to comply with the call of the consumer dispute resolution body;
10. Obtain, examine and/or assess letters, documents, or other evidence for investigation and/or examination;
11. Decide and determine the presence or absence of losses on the part of consumers;
12. Notify the decision to business actors who violate consumer protection;
13. Imposing administrative sanctions on business actors who violate the provisions of Law Number 8 of 1999 concerning Consumer Protection.

Based on its duties and authorities, BPSK has the characteristics of being a semi-court institution. According to Jimly Asshiddiqie, this semi-court institution is an institution that has the nature of adjudicating as well as an institution that has a function to carry out judicial functions in resolving disputes outside the court^[10]. The characteristics in question include BPSK has the authority to listen and confirm or confirm existing facts. Another authority possessed by BPSK is to carry out research and examination of consumer disputes submitted. In carrying out its duties, BPSK is also given the authority to summon the disputing parties to resolve disputes that occur. In addition, through the provisions of Article 52 letter h and i states that BPSK also has the authority to summon and present witnesses, expert witnesses and / or any person who is considered to know the violation of this Law as well as can request the assistance of investigators to summon business actors or parties previously mentioned to fulfill the call of BPSK.

The power to enforce decisions or impose punitive sanctions, as one of the powers possessed by semi-court institutions is also owned by BPSK. Through the provisions of Article 52 letters k and m, it can be seen that BPSK has

the authority to decide and determine the presence or absence of losses on the part of consumers as well as impose administrative sanctions on business actors who violate the provisions of the Law. The imposition of administrative sanctions is regulated in Article 60 paragraph (2) of the UUPK which states that "administrative sanctions in the form of determination of compensation of a maximum of Rp. 200,000,000 (two hundred million rupiah)".

After the formation of LAPS-SJK through POJK Number: 61 / POJK.07 / 2020, it often raises question marks in the community whether disputes in the financial services sector are still the authority of BPSK or have turned into absolute authority of LAPS-SJK, this is considered as a disharmonization that occurs between two laws and regulations, namely UUPK and POJK Number: 61 / POJK.07 / 2020. Until now, there are still many assumptions in the community, especially before the birth of LAPS-SJK, there was already an institution (BPSK) authorized by law to handle dispute resolution outside the court.

To examine more deeply the differences between the two dispute resolution concepts between these two institutions, it must first be understood comprehensively about the understanding of consumers, business actors, and the concept of consumer disputes according to the respective regulatory regimes that gave birth to these two institutions (BPSK and LAPS-SJK). The UUPK through the provisions in Article 1 point 2 states that "Consumer is every person who uses goods and / or services available in society, whether for their own interests, family, others, or other living beings and not to be traded", and consumers intended by the Law are final consumers. Meanwhile, the definition of consumers according to the provisions in Article 1 point 3 POJK Number: 61 / POJK.07 / 2020 is "Consumer is a party who places his funds and / or utilizes the services available at PUJK". The difference between the two consumer concepts in UUPK and POJK Number: 61 / POJK.07 / 2020 can be examined that in POJK Number: 61 / POJK.07 / 2020 there is no affirmation that consumers mean only end consumers. As a result, it does not rule out the possibility that intermediate consumers can also be categorized as consumers according to this concept.

In another context, there are differences in the concept of business actors according to UUPK and POJK Number: 61 / POJK.07 / 2020. The difference in concept between the understanding of business actors regulated through the provisions of the UUPK and POJK Number: 61 / POJK.07 / 2020 lies in the broad scope of the concept of business actors in both. In the concept of the meaning of business actors according to the UUPK, the scope is very broad because it concerns every individual or business entity that carries out business activities in various economic fields, whether incorporated or not and established, domiciled or carrying out activities in the jurisdiction of the Republic of Indonesia. Meanwhile, the concept of meaning of business actors in POJK Number: 61 / POJK.07 / 2020 is narrower in scope because it provides a limitation that what is meant by business actors (in this regulation is called PUJK) are various institutions that run their business only limited to the financial services sector.

The difference in concepts concerning these two regulations does not stop only at understanding consumers and business actors. These differences continue to the level of dispute concepts that are also regulated by each of these regulations. The definition of disputes in the financial services sector is

determined by OJK through the provisions in Article 1 point 13 POJK Number: 61/POJK.07/2020, namely:

"A dispute is a dispute between a consumer and a PUJK that has gone through a complaint resolution process by the PUJK and is caused by a loss and/or potential material, reasonable and direct loss to the consumer because the PUJK does not fulfill the agreed agreement and/or financial transaction documents".

The definition of consumer disputes referring to the UUPK regime is regulated separately outside the Law, namely through the provisions in Article 1 point 8 of the Kepmenperindag Number: 350 / MPP / Kep / 12/2001 concerning the Implementation of the Duties and Authorities of the Consumer Dispute Resolution Agency, namely "disputes between business actors and consumers who claim compensation for damage, pollution and / or who suffer losses due to consuming goods and / or utilizing services". This regulation is a regulation under the UUPK regime that determines that the concept of disputes uses the concept of claiming compensation. This is certainly different from the concept of disputes in the financial services sector which uses the concept of disputes between consumers and PUJKs. In addition, disputes in the financial services sector must be preceded by a complaint resolution process by the PUJK first^[11].

On the basis of several fundamental differences related to the understanding of consumers, business actors, and the concept of disputes in the UUPK and POJK Number: 61 / POJK.07 / 2020, thus BPSK is no longer authorized to handle disputes in the financial services sector. If there is a dispute in the financial services sector, the parties to the dispute should choose to resolve the problem through the district court or other alternative dispute resolution institutions.

3.2 Ratio Decidendi in District Court Decision Number 16/PDT. SUS-BPSK/2017/PN RAP on the Absolute Competence of BPSK

Ratio decidendi is a written legal opinion or proportion created by a judge in the context of legal discovery regarding the concrete case he faces. The judiciary recognizes the term ratio decidendi contained in a decision^[12]. In 2017, the Rantau Prapat District Court issued a district court decision number 16/Pdt.Sus-BPSK/2017/Pn Rap. The ruling decided the objection application filed by PT. BTPN against the decision of the arbitrase panel of BPSK Batu Bara Regency Number 460/Arbitration/BPSK-BB/V/2016. The subject matter of this objection application relates to the authority possessed by BPSK in carrying out its duties to handle and resolve consumer disputes that occur in Indonesia.

Looking at the stages of dispute resolution efforts between PT. BTPN (as the complainant) with brother Abdul Rahim Tahir (as the respondent). Initially, it was Abdul Rahim Tahir's brother who took the initiative to file a consumer loss lawsuit through the secretariat of BPSK Coal Regency for the auction submission action carried out by PT. BTPN through KPKNL on the object of dependents. The auction submission was carried out by PT. BTPN on the grounds that PT. BTPN as the creditor here feels that Abdul Rahim Tahir's brother does not have good faith in carrying out his obligations as stated in the general terms and conditions of

providing credit facilities (hereinafter referred to as SKUPK). After efforts to resolve the dispute by arbitration through BPSK Batu Bara Regency, then the panel of judges at BPSK decided that there was a loss on the part of the consumer, namely Abdul Rahim Tahir's brother as the plaintiff.

To consider the absolute and relative competence of the Rantau Prapat District Court in handling this case, the panel of judges was guided by the provisions in Article 3 paragraph (1) of PERMA No.1 of 2006 which states "Objections to BPSK Decisions can be submitted either by Business Actors and/or Consumers to the District Court at the place of the consumer's legal seat". In this dispute, the consumer is Abdul Rahim Tahir's brother as well as the respondent objected. Brother Abdul Rahim Tahir resides in Lk Simpang IV Desert Village/Kelurahan Urung Kompas, Rantau Selatan District, Labuan Batu Regency, North Sumatra Province, where the area is included in the jurisdiction of the Rantau Prapat District Court. Therefore, the Rantau Prapat District Court has absolute or relative authority to hear and adjudicate the objection application.

Regarding the legal opinion of the Rantau Prapat District Court Judges regarding the absolute competence of BPSK Batu Bara Regency in handling disputes between PT. BTPN and Brother Abdul Rahim Tahir can be seen through the contents of the third verdict. The third voice in District Court Decision Number 16/Pdt.Sus-BPSK/2017/PN Rap is "Declaring that the Consumer Dispute Resolution Agency is not authorized to examine and adjudicate arbitration proceedings for consumer complaint cases on behalf of Abdul Rahim Tahir". Through the trial process, after seeing, reading, and examining the lawsuit and evidence from the objection applicant, the panel of judges concluded that the subject matter of the dispute between the objection applicant and the objection respondent was a default (injury of promise) so that it was not the authority of BPSK to examine, adjudicate it, but was the authority of the District Court. The existence of this default was proven through extracting facts at the trial that the respondent objected not to carry out its performance to pay a number of credit debts to the complainant as Deed of Amendment of Credit Agreement Number: 4002573-ADDPK-7045-0413 dated April 1, 2013 and Amendment of Credit Agreement Number: 5003590-ADDPK-7045-0215 dated February 24, 2015 (Vide proof of letters marked P-4 and P-5). Based on the chronology, it is clear that the respondent was unable to pay off the remaining debt to the complainant.

In this case in stating that BPSK is not authorized to examine and try the case, the panel of judges is guided by jurisprudence in the form of the Supreme Court Cassation Decision. The Cassation Decision in question is Supreme Court Decision Number: 353K / Pdt.Sus-BPSK / 2014 dated August 18, 2014 and Number: 56K / Pdt.Sus-BPSK / 2014 dated September 30, 2014. The decision at the Cassation level handles financing disputes between consumers and PUJKs regarding defaults as well as disputes between Brother Abdul Rahim Tahir and PT. BTPN. The panel of judges of the Supreme Court in both Decisions has the legal view that if the basis of the dispute is a matter of default (default), it is not the authority of the BPSK to handle it but is the authority of the district court.

3.3 Legal Consequences of the issuance of District Court Decision Number 16/Pdt-Sus/2017-BPSK/PN Rap

Legal consequences are actions that are carried out with the aim of obtaining an effect desired by the perpetrator and regulated by law. According to Jazim Hamidi, legal consequences contain the meaning of an immediate, strong, or explicit impact or effect. In the legal literature there are three types of legal consequences, which are as follows:^[13]

1. Legal consequences in the form of the birth, change, or disappearance of a particular legal circumstance;
2. Legal consequences in the form of the birth, change, or disappearance of a particular legal relationship;
3. Legal consequences in the form of sanctions, which are not desired by the subject of law (unlawful acts)

The existence of legal consequences begins with the existence of a legal relationship, legal event, and legal object. According to Soedjono Dirdjosisworo in his book Introduction to Legal Science, legal consequences arise based on legal relationships where there are rights and obligations in legal relationships. Events or events can cause legal consequences between parties who have a legal relationship. This legal event exists in various aspects of law, both public and private law.

The legal consequences for the authority of the BPSK of Coal Regency arising from the issuance of the decision were obtained through the third ammar which reads "Declaring that the Consumer Dispute Settlement Agency of Coal Regency is not authorized to examine and adjudicate arbitration proceedings for consumer complaint cases (lawsuits) on behalf of Abdul Rahim Tahir". The existence of the ruling resulted in a legal effect in the form of a legal prohibition on BPSK Batu Bara Regency to handle disputes between PT BTPN and Abdul Rahim Tahir's brother because it was declared that it did not have authority over the dispute (based on absolute competence).

The next legal consequence arising from the fourth amendment which reads "Declaring the decision of BPSK Kabupaten Batu Bara No. 460/Arbitration/BPSKBB/V/2016 dated January 4, 2017 has no legal force" is that the decision of BPSK Kabupaten Batu Bara from the beginning is considered to have never existed or been born. For this, the parties here are no longer bound by the decision of the BPSK panel of Coal Regency. In another context, the edit agreement between PT BTPN and Brother Abdul Rahim Tahir is still legally valid and certainly binding on both parties, and auctions submitted by PT BTPN through KPKNL can still be executed or executed.

4. Conclusion

Based on the problems described above, a conclusion can be drawn as follows:

1. The role of BPSK in resolving consumer disputes based on its absolute competence is as an alternative dispute resolution institution in charge of handling and resolving consumer disputes in Indonesia. The existence of a role to resolve consumer disputes makes BPSK a semi-court institution or institution that has a judicial nature but cannot be said to be a court. The issuance of POJK No. 61/POJK.07/2020 as a result of the development of laws and regulations in Indonesia has caused the loss of BPSK's authority to handle

disputes in the financial services sector. This is a consequence of the existence of Article 6 POJK No. 61/POJK.07/2020 which stipulates that dispute resolution in the financial services sector by non-litigation means is resolved by 1 (one) LAPS in the Financial Services Sector. Through the issuance of POJK No. 61 / POJK.07 / 2020 it is also increasingly clear that there are fundamental concepts related to the understanding of consumers, business actors, and the concept of disputes between UUPK and POJK No. 61 / POJK.07 / 2020.

2. Ratio decidendi in the Decision of the Rantau Prapat District Court Number 16 / Pdt.Sus-BPSK / 2017 / Pn Rap on the absolute competence of BPSK is that the panel of judges stated that BPSK Batu Bara Regency does not have the authority to handle disputes related to defaults on credit agreements between PT. BTPN with Brother Abdul Rahim Tahir. The legal opinion is guided by Supreme Court Decision Number: 353K / Pdt.Sus-BPSK / 2014 dated August 18, 2014 and Number: 56K / Pdt.Sus-BPSK / 2014 dated September 30, 2014. As jurisprudence, the two Supreme Court decisions contain legal breakthroughs stating that if the basis of the dispute is a matter of default (default), it is not the authority of BPSK to handle it but is the authority of the district court.
3. The legal consequences of the decision of the Rantau Prapat District Court Number 16/Pdt.Sus-BPSK/2017/Pn Rap, namely against BPSK Batu Bara Regency are legally prohibited from handling disputes between PT BTPN and Abdul Rahim Tahir's brother. The legal consequences of the issuance of the award for the parties to the dispute are that the parties here are no longer bound by the decision of the BPSK panel of Batu Bara Regency Number 460 / Arbitration / BPSK-BB / V / 2016 and regarding the edit agreement between PT BTPN and Brother Abdul Rahim Tahir is still legally considered valid and remains binding on both parties. In other contexts, auctions submitted by PT BTPN through KPKNL can still be run or executed.

5. Recommendations

Based on the problems that are the topic of discussion of writing this thesis, the author provides the following Recommendations:

1. The Chairman of BPSK should be more careful in assessing whether the dispute submitted is part of the authority of BPSK to carry out the dispute resolution or not. This is so that justice-seeking efforts carried out by consumers get legal certainty and can be carried out effectively.
2. The panel of judges of the Rantau Prapat Court should in their legal consideration in the decision Number 16 / Pdt.Sus-BPSK / 2017 / Pn Rap also be guided by the provisions of Article 6 paragraph (3) or paragraph (5) of PERMA Number 01 of 2006 concerning Procedures for Filing Objections to the Decision of the Consumer Dispute Settlement Agency. The reason is because the Article is the legal basis for the reason for the annulment of the BPSK arbitration award.
3. For the legal consequences arising from the issuance of the decision of the Rantau Prapat District Court Number 16 / Pdt.Sus-BPSK / 2017 / Pn Rap, each disputing party must obey the contents of the decision. If there is

one party who still objects to the decision, within a grace period of no later than 14 (fourteen) days can still make a legal remedy for cassation to the Supreme Court.

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