

LEGAL PROTECTION OF CONSUMERS DUE TO DEFAULT BY @SELLYALBOEM IN PURCHASING *NEO CULTURE TECHNOLOGY* (NCTDREAM) ALBUMS

Cahya Agustianing Durrah Hikmawati^{1*}, I Wayan Yasa², Emi Zulaika³
Faculty of Law, Universitas Jember, Jember, Indonesia
ichahikmawati01@gmail.com^{1*}, wayan.fh@unej.ac.id², emiunej@gmail.com³

Received 11 April 2024 • Revised 30 April 2024 • Accepted 11 May 2024

Abstract

The impact of the internet as a result of advances in the development of information technology for consumers has changed consumer behavior to become more critical and selective in determining the products they will choose. A valid agreement will have an achievement. As is known that an agreement is a relationship between two parties, based on which one party is entitled to demand something from the other party, and the other party is obliged to fulfill these demands. In this case, the achievement can be in the form of giving something, doing something, or not doing something. Although an agreement is made with the hope that everything that has been agreed upon can go well, in practice there is often a non-fulfillment of achievement from one of the parties which gives rise to a situation called default. The problem in this thesis is about the form of legal protection for consumers due to default on the purchase of NCT Dream Albums and dispute resolution efforts that can be taken if there is a default on the purchase of NCT Dream Albums. The research method in this thesis consists of a normative juridical research type with a research approach using a statutory approach and a conceptual approach. The source of legal material uses primary legal materials and secondary legal materials. The results of this study indicate that legal protection for consumers due to default by @Sellyalboem in purchasing Neo Culture Technology (NCT Dream) Albums is divided into two. First, internal legal protection is created through an agreement made by each party. The authorities create second, external protection through the formation of laws and regulations aimed at the interests of the injured party. Business actors who make defaults must make compensation. If they do not make compensation, consumers can be able to make settlement efforts using 2 ways, namely, out-of-court dispute resolution (non-litigation path) and dispute resolution in court (litigation path).

Keywords: Consumer protection, default, dispute resolution

INTRODUCTION

Buying and selling activities are always associated with agreements. According to Article 1313 of the Civil Code, an agreement is a legal act by which one or more people bind themselves to one or more people. Therefore, an agreement is a reciprocal or bilateral relationship between the parties participating in it, in addition to obtaining rights from the agreement, it also accepts obligations in connection with the rights it obtains. Buying and selling is understood to mean trading, selling, doing business, trading, and buying goods. The provisions regarding buying and selling are regulated in articles 1457 to 1540 of the Civil Code. Based on the provisions of Article 1457 of the Civil Code, it is explained that "Sale and purchase is an agreement by which one party binds himself to deliver an item, and the other party to pay the promised price".

As time goes by, the use of technology in this world is increasingly sophisticated and people are increasingly easy to access and find new things on the internet, especially the development of buying and selling transactions. People can now make buying and selling transactions remotely without having to go to the store to be addressed. The impact of the internet as a result of advances in information technology development for consumers has changed consumer behavior to become more critical and selective in determining the products they will choose. Likewise, for producers, this progress has a positive impact in facilitating product marketing so that it can save costs and time. Transactions on the internet generally use social media *Instagram, Line, WhatsApp, Twitter*, and others.

Based on several *online* buying and selling systems used in buying and selling activities, one of them is using a *pre-order* or *purchase by order system*. *Pre-order* is a trading system where the *online shop* gets an order for goods, and the consumer is required to pay a certain amount of money for a sign that the product has been agreed to be ordered and purchased. In the case of *pre-orders*, a group is usually provided by the *seller* where the group order informs the consumer about the characteristics of the item, starting from the shape, weight of the item, price, to the delivery time. A *seller* who operates a group order must of course have the responsibility to ensure that the goods ordered by the members can arrive properly in the hands of the members because when payment has been made, these activities are automatically included in the agreement where in this case the *seller* as the one given the power to buy goods must fulfill his obligations. One of the items sold with a *pre-order* system is a K-Pop album.

In recent years, the *Korean Wave/Hallyu* phenomenon, which is often referred to as the Korean wave, is a term for the spread of Korean pop culture globally since the 1990s including in Indonesia, especially specifically in music from South Korea commonly called K-pop. In the Korean music industry, every agency that has debuted a *boy group* or *girl group* will also release an album, where the album consists of several things including a CD (*Compact Disc*), *Photobook*, *Postcard*, *Photocard*, *Sticker*, and several other *freebies* called *merchandise*. The album comes out when the *boy group* or *girl group* releases a new song or what is commonly called a *comeback*, it is not every few months because it is the authority of the agency that takes care of these artists. It is times like this with the development of the times and the advancement of technology that makes buying albums or other *merchandise* easier. But with the advancement of the times which can make transactions *online* or *pre-order*, it also has a very clear drawback that buyers cannot see and also hold the goods directly. If there is an error or mistake in the buying and selling process because the parties do not meet each other directly, especially using a *pre-order* system where payment has been made but must wait for the order to arrive at the estimated time specified. Cases that often occur are defaults committed by K-Pop album *sellers*. The *pre-order* system used in *online* buying and selling transactions is often abused by some individuals to not fulfill their obligations, including not sending the ordered goods to the buyer.

Quoted from the official twitter page, in September 2022 an account named @govalentineszen uploaded a thread containing the experience of buying K-Pop albums *online*. It started with the account buying a K-pop album *online* by paying some money as a sign that he had joined the *pre-order*. Several times the *seller* still shared information about the existence of the album that was being processed for shipment from Korea to Indonesia. Still, then the *seller* was no news and difficult to contact to ask about the album's existence. With this, many buyers were harmed by the *seller's* actions.

RESEARCH METHODS

The type of research used in this writing is normative juridical research. A research conducted by reviewing and analyzing laws and regulations related to the legal issues being studied. This research uses the Legislation and Conceptual Approach. There are two legal materials in this research, namely primary legal materials and secondary legal materials. Primary legal materials are legal materials obtained directly by researchers, with a legislative approach and literature review. Meanwhile,

secondary legal materials refer to legal materials that have been processed or previously compiled by other parties and are ready to be used by researchers. Secondary legal materials are generally documents, books, or information that has been processed previously,

RESULTS AND DISCUSSION

Forms of Legal Protection for Consumers Due to Default in the Purchase of NCT Dream Albums

Law No. 8/1999 on Consumer Protection is a manifestation of the government's efforts to provide legal certainty and protection for consumers. Through this Law, the rights and obligations of consumers and business actors are clearly regulated to create a balanced system. However, in practice, not all business actors comply with the legal norms stipulated in the Law. This often results in losses suffered by consumers. Although the Law has properly regulated rights and obligations, there is still a need to strengthen implementation and enforcement to protect consumers from arbitrary actions that may harm them. Therefore, the implementation and enforcement of laws related to consumer protection is an important issue that needs further attention.

Internal Protection

According to Prof. Dr. H. Moch. Isnaeni, internal legal protection is a defense for the interests of the parties on the basis of an agreement, to be stated in the form of contract clauses / agreements designed by each party. Therefore, by making an agreement based on the principle of freedom of contract, the parties can agree and make their own defense. Likewise, all forms of risk can be avoided through the submission of conditional clauses based on agreement, so that both parties receive equal legal protection in accordance with the mutually agreed upon agreement.

A valid agreement will result in a performance. As we know that an agreement is an agreement between two parties, where one party has the right to demand something from the other party, while the other party is obliged to fulfill these demands. Although an agreement is made with the hope that everything that has been agreed upon can go well, in practice there is often a non-fulfillment of an achievement from one of the parties which gives rise to a situation called default.

Article 1313 of the Civil Code states that "An agreement is an act by which one or more people bind themselves to one or more people". People who are bound to an agreement or commonly called the parties will be bound by the agreement they make and must fulfill what has been agreed as the agreement is binding like a law for them, this provision is expressly regulated in Article 1338 paragraph (1) of the Civil Code.

Based on Article 1320 of the Criminal Code, the use of the word "agreement" in an agreement is a necessity for the existence of an agreement, namely:

- 1) There is an agreement between the two parties
The first condition for the validity of an agreement is the agreement of the parties. This means that each party involved in the agreement must agree or agree to the agreement. There must be no element of coercion or pressure, the agreement must be based on one's own will. This is also emphasized in Article 1321 of the Civil Code, namely, "No agreement shall have force if it is given by mistake or obtained by force or fraud".
- 2) There is proficiency when acting
Regarding a person's ability to make an agreement, it is important to understand who according to the law is considered incapable or does not have the legal standing to enter into an agreement, as regulated in Article 1330 of the Civil Code, namely:
 1. A child who is not yet an adult;
Means those who are not yet 21 (twenty-one) years old or unmarried.
 2. A person placed under guardianship;
A person is considered to be under guardianship when they are an adult, but due to their mental state or mind they are considered less than perfect, so they are treated like an immature person. Based on Article 433 of the Civil Code, a person is considered to be under guardianship if the person is mentally ill, has low mental capacity, and is unable to manage their finances properly, causing excessive waste.
 3. Married women in cases provided for by law and generally all persons prohibited by law from entering into certain agreements.
- 3) There is a specific subject matter; and
Article 1333 of the Civil Code stipulates that an agreement must have the subject matter of an object (*zaak*) which can at least be determined. An agreement must have *certainty of terms*, meaning the content of the agreement, namely the rights and obligations of both parties. The goods intended in the agreement must at least be able to be determined. The amount of the

- goods need not be certain, as long as it can be determined or calculated.
- 4) There is a cause that is not forbidden.

The meaning of a cause that is not forbidden or halal in the context of an agreement is related to the content of the agreement or the intention to be achieved by the parties involved. The content of the agreement must be in accordance with the law, not violate decency, and public order; it must not conflict with these things.

The agreement used in the sale and purchase of the NCT Dream album is a standard agreement. Standard agreements/clauses based on Article 1 Paragraph 10 of the Consumer Protection Law Number 8 of 1999, namely, "Standard clauses are any rules or provisions and conditions that have been prepared and determined in advance unilaterally by business actors as stated in a document and/or agreement that is binding and mandatory". Standardized agreements are often called "*take it or leave it contracts*", which indicates that they or consumers can accept the terms and conditions or reject them completely, there may be no way for consumers to change the terms of the agreement. The parties have the option to agree or reject the contents of the proposed agreement.

An e-commerce agreement occurs when one party agrees to what is offered by the other party. Consumers must read and understand the *terms*, commonly called *terms and conditions*, before agreeing to a sale and purchase transaction. Therefore, after consumers read and understand the terms, it takes good faith and honesty to fulfill these terms. After the agreed agreement is reached, both parties must immediately fulfill their obligations to deliver/deliver the purchased goods by the conditions desired by the consumer. However, in practice, buying and selling activities are not always in accordance with what has been agreed, there are times when consumers get losses because in general this agreement is made unilaterally by the seller and the buyer does not have the opportunity to negotiate.

In electronic transactions using electronic systems, the agreement of the parties is very important and essential. This agreement is an element that determines the validity of the agreement made between the parties in the electronic transaction. The mechanism in buying and selling this album, *sellers* as business actors can create a system or rules so that product sales transactions can be carried out and must be approved by consumers. Not infrequently this agreement is more favorable to business *actors/sellers*.

External Protection

External legal protection is legal protection created by the ruler or the authorities through the formation of laws and regulations aimed at the interests of parties whose position is relatively weaker. This external legal protection is an effort made by the legislator to prevent losses and injustice for weak parties and prevent abuse of freedom of contract by stronger parties for personal gain. In more detail, the rights and obligations between sellers and buyers arising from an agreement are regulated in CHAPTER III of the GCPL, especially from Article 4 to Article 7. These articles outline the rights and obligations of businesses and consumers in relation to this issue, namely:

a. Rights and Obligations of Business Actors:

1. Entitled to receive payment in accordance with the agreement in the case of the thing traded

In this case, if the *seller* has performed his performance in accordance with the agreement and applicable arrangements, then the *seller* is entitled to receive or get compensation for the services sold.

2. Business Actors must act in good faith when conducting their business activities

Business actors (*sellers*) are obliged to send and ensure that the album reaches the consumer (buyer) in a safe condition and minimize the occurrence of losses to consumers by fulfilling an agreement agreed by the parties.

3. Business Actors are obliged to compensate the consumer party for losses

Business actors (*sellers*) are obliged to compensate consumers, if the services provided are not in accordance with the contents of the agreement that has been promised, one example, namely in the delivery of albums that have been promised for when they will be sent, but in fact the seller does not send the album at the promised time on the grounds that the intended address for sending the album is confused with another buyer, as a result of the *seller's* mistake resulting in a loss to consumers. Therefore, the *seller* as a business actor is obliged to return the losses suffered by the audience.

4. Obligated to guarantee the goods or services traded in accordance with the provisions of the applicable standard of goods or services

The seller as a business actor is obliged to guarantee that the album sent is in accordance with what has been agreed by the parties.

5. Explanation of information to the consumer must be given correctly and clearly
Sellers are required to provide clear information such as, price, album weight, what album versions can be ordered, when to ship, everything related to album purchases must be explained clearly and in detail.
- b. Rights and Obligations of Consumer Parties:
 1. The right to comfort, security, and safety of goods or services
 Consumers (buyers) are entitled to get the goods purchased safely without any shipping errors, damage or defects.
 2. The right to obtain correct, clear and honest information about goods
 Consumers as parties who use or buy from business actors have the right to obtain clear and comprehensive information.
 3. The right to obtain a compensation or loss if the service / goods are not in accordance with the agreement
 4. Consumers are obliged to pay according to the agreed agreement
 5. Obligated to follow all legal settlement processes related to consumer protection disputes obediently
 If a consumer feels that there is a problem with the perpetrator, it is advisable to immediately resolve the problem directly with the business actor. The settlement can be resolved amicably or family, but if it is deemed that it cannot be done amicably, it can be used by legal means as long as it still pays attention to the applicable laws.

Since the sale and purchase agreement was formed, there has been a legal relationship between business actors and consumers. However, there are situations where the buying and selling relationship between business actors and consumers does not go well and in accordance with its objectives. Failure to fulfill the rights and obligations that should be carried out by both parties can result in default, which can be committed by both business actors and consumers. Default can be caused by various factors such as coercion, error, improper behavior, or unforeseen circumstances such as *force majeure*.

In purchasing the NCT Dream Album, consumers have rights that are protected by law, especially if there is a default in the transaction. Default can occur if there is a violation of the agreement between the consumer and the seller, such as late delivery, products that do not match the description, or defective goods. If a fan of NCT Dream purchases their album online and the album is not delivered after the promised deadline, this can be considered a default in terms of delivery. When the seller does not deliver the album, the consumer suffers a loss, and compensation occurs under civil law due to a default of the agreement resulting from an unlawful act. The application of articles on consumer protection for album buyers is very important in this context, because album buyers are consumers who buy NCT Dream albums and sellers as business actors who sell albums. Some relevant articles in this case are Article 1 paragraph (2) & paragraph (3) of the GCPL which are the legal basis for the position of each party.

Album buyers as consumer parties have the right to compensation or compensation. This is in accordance with Article 19 number 1 of the Consumer Protection Law. Albums are one of the goods provided by the *seller*, so consumers have the right to use and receive these goods because they have spent money to buy these goods. In this case, the law provides protection to consumers that allows them to request a refund or replacement of goods if the album is not delivered or if there is fraud by the seller as a business actor.

Settlement Efforts That Can Be Taken If Default Occurs in the Purchase of NCT Dream Albums Analysis of Default Cases on NCT Dream Albums

This case originated in June 2022, the author and the author's friend had a group order that sold several Korean goods, such as *K-pop merchandise*, one of which was an album. Albums are collections of music released by *K-pop* groups or artists. The album contains a *photobook*, *photocard*, *postcard*, and *compact disk (CD)*. Initially, the author's friend joined a group on the Line application containing people who had group orders. Then one of the people offered to make a *bulk* purchase (in large quantities) on the NCT Dream album which was making a *comeback* at that time. After agreeing to make a purchase, the person suggested buying from a Korean *seller* who was fairly *trusted* because he had made several purchases at the seller and the goods arrived safely. In addition, the *seller* also uploads various kinds of *K-Pop* albums at low prices using social media in the form of Twitter with the username @sellyalboem. After making payments to Korean *sellers*, we as a group only have to wait for news when it will be sent from Korea. Several times the *seller* still shared information about the existence of albums that were being processed for shipment from Korea to Indonesia, but then the *seller* was no news and difficult to contact to ask about the existence of the album. The members who

ordered goods at the seller felt aggrieved because the album they ordered was never certain. Members who felt that the situation was getting suspicious urged the *seller* to provide information regarding the whereabouts of the album.

After being pressed, the *seller* said that the destination address of the album delivery was confused with another buyer, which was a different city from the original destination address, finally the *seller* offered the option of a refund or waiting for the next shipment, but because it was too long to wait, finally one group agreed to make a refund. After waiting for several months the *seller* has not made a refund and there is no news and it is even difficult to contact because some of his social media have disappeared. Finally, one group tried to find out the identity or track record of the seller. After finding out it turns out that the Korean seller or @sellalboem is an Indonesian who claims to be Korean and has often done the same action before. From the beginning, the *seller* promised that the *K-Pop* album would be sent in May 2022, but the *seller* could not fulfill his promise. Until July 2022, the *seller* did not respond to all communication access with buyers who coordinated the 1 group. This made the buyers feel financially disadvantaged.

In terms of law, the above problems can be included in the scope of civil law, because the *seller* fails to fulfill the agreement that has been promised, thus committing a breach of promise or default. Seller @sellyaboem can be said to have made a default if it has fulfilled the elements of default, which include:

1. The existence of a valid agreement

According to the Civil Code, an agreement is considered valid if it meets four requirements. The first requirement is an agreement between the parties, where there is a conformity of will between those involved in the agreement. In this case, consumers who want to buy goods from *sellers* are considered to have reached an agreement, which can be proven by the *seller* setting the price of the goods before the consumer makes a purchase. Consumers who agree with the price and intend to buy can immediately make payments for the goods they want.

The form of agreement that occurs in *sellers* and consumers is included in a written agreement, namely through the *terms and conditions*. In the theory of agreement, namely *Uitings theorie*, an agreement is formed when there is an offer accompanied by the willingness of the other party, and the willingness is considered to occur when the other party starts writing a letter of acceptance. If associated with the above case, an agreement can occur when a *seller* offers goods through the Twitter application and interested consumers express their wishes. Furthermore, the *seller* can record the name of the customer for the payment process.

The next requirement is about the ability to make an agreement. According to Article 1329 of the Civil Code, every individual is considered capable of making an agreement. However, Article 1330 outlines several conditions in which a person is considered incapable of making an agreement, namely: first, those who have not reached the age of majority; second, people who are under guardianship; third, women who are still in a marriage bond, but with the existence of Law No. 1 Year 1974 Article 31 paragraph 2, married women are considered legally capable. In this case, the *seller* is known to be 20 years old, and based on Supreme Court Decision No. 447/Sip/1976 dated October 13, 1976, with the enactment of Law No. 1/1974, the age limit of a person under guardianship is 18 years old, not 21 years old. Therefore, *sellers* are considered capable of making agreements. Likewise, group members (consumers) are on average over 19 years old, so they can also make agreements.

The third condition is a certain thing, regarding a specific object, as explained in Article 1332 of the Civil Code, the object of an agreement must be a tradable object. In this case, the object of the agreement is the NCT Dream album.

Finally, the condition that must be met is the existence of a lawful cause. The cause or clause in the agreement refers to the content of the agreement itself. In a sale and purchase agreement, the content of the agreement is that one party wants money and the other party wants goods. That way the connection with this case is that the *seller* as the first party wants money, and the members/consumers want the goods they buy, which in this case is an album.

2. The existence of fault (due to negligence or willfulness)

Default can also occur due to intentional acts. Willfulness refers to actions that are known or intended by the debtor. In the context of this case, consumers who bought the album felt entitled to get clear information about the status of the goods they bought. However, *sellers* who are supposed to provide clear information to consumers, fail to carry out their obligations. The *seller's* mistakes, such as shipping to the wrong address and lack of communication regarding the delivery time, made consumers feel disappointed due to the uncertainty of the goods they purchased.

Based on the explanation from consumers, it can be concluded that the mistakes made by *sellers* appear to be done intentionally. Basically, the activities of the sale and purchase agreement

that occur are very clear and, naturally, a *seller* is obliged to provide information on the goods purchased by the buyers. However, this responsibility is not fulfilled by the *seller*. If a *seller* has a problem with the shipping address, they should provide a clear explanation to consumers to avoid misunderstandings. However, in this case, the *seller* failed to explain and seemed reluctant to communicate regarding the status of the album or refund.

3. The existence of losses

The third element is the existence of losses, the losses referred to here can be in the form of material losses or immaterial losses, these losses are generally given in the form of money or goods. Material loss can consist of real losses suffered and loss of expected financial potential.

Based on information from the victims in this case, consumers who bought albums from *seller @sellalboem* suffered material losses due to his actions. The total material loss arising from the seller's irresponsible behavior is estimated to reach around 50 million rupiah.

4. The existence of sanctions that can be in the form of compensation

The impact of the mistake made by the *seller*, namely not sending the album according to the initial agreement, caused losses to consumers. The consumers who felt aggrieved demanded a refund of the money that had been paid at the beginning. After months without clarity regarding their order, the customers agreed to ask for a refund.

Thus it can be concluded, that *sellers* who have responsibility for the album orders of consumers have committed acts of violation by not fulfilling their obligations to deliver goods in accordance with what was agreed at the beginning. The actions taken by the *seller* have fulfilled the elements that can be declared as default. The legal consequences for *sellers* who commit default, according to Article 1234 of the Civil Code, the *seller* is obliged to pay compensation to consumers who are harmed by his actions.

Settlement of Default Case on NCT Dream Albums

According to Law No. 8/1999 on Consumer Protection, violations of the contents of agreements between businesses and consumers can result in disputes. The dispute can make one party lose its rights because the other party does not fulfill its obligations. Legal protection for consumers who experience incidents of goods not being delivered after the time limit promised by the *seller* has been protected in the GCPL Law. Therefore, parties who suffer losses due to the non-delivery of the album according to the date promised by the *seller*, the *seller* must be responsible for these losses in accordance with the contents of Article 19 of the GCPL. If the seller does not fulfill its obligation to compensate consumers who suffer losses, then one of the parties must accept the consequences or can resolve the problem through a legal dispute resolution process, in accordance with the provisions contained in the GCPL.

A dispute is a situation where one party feels that they have been discriminated against or harmed by another party. The aggrieved party expresses its dissatisfaction to the other party. If the other party does not respond or does not satisfy the aggrieved party, and if there is a difference of opinion that cannot be agreed upon, a dispute will occur. Consumer dispute resolution aims to ensure the fulfillment of the rights and obligations of all parties without any sense of harm. Dispute resolution is not only about reaching a settlement agreement, but sometimes requires a certain object or compensation to reach the agreement. This includes providing compensation that is appropriate to the amount and type of harm suffered by the affected party.

Settlement of consumer disputes can be done through court proceedings (litigation) or out of court (non-litigation) according to the decision made by the parties concerned. Non-litigation settlement can be done by consulting alternative options available to consumers, such as LPKSM (Lembaga Perlindungan Konsumen Swadaya Masyarakat), BPSK (Badan Penyelesaian Sengketa Konsumen), or Disperindag. There are two options for resolving consumer disputes out of court:

1. Amicable settlement of consumer disputes by the disputing parties.

According to Article 43 Paragraph (2) of Law Number 8 Year 1999 on Consumer Protection, settlement of disputes between business actors and consumers can be carried out amicably without the need to go through court proceedings or consumer dispute resolution institutions, provided that it remains in accordance with the provisions of the consumer protection law.

2. Dispute resolution outside the court system can be organized through the Consumer Dispute Resolution Agency (BPSK), the Non-Governmental Consumer Protection Agency, and other dispute resolution institutions in accordance with the agreement between the parties involved.

Consumer Dispute Settlement Body (BPSK)

According to the definition in Article 1 point 11 of the 1999 Consumer Protection Law, the Consumer Dispute Settlement Body (BPSK) is an institution responsible for addressing and resolving

disputes between businesses and consumers. BPSK acts as an official forum that has special responsibility for handling consumer protection disputes and aims to reach an agreement on financial compensation and/or certain actions that can prevent similar losses experienced by consumers in the future. BPSK resolves consumer disputes through three processes, namely:

a. Mediation

It is a way of resolving disputes outside the court, with the intermediary of a third party / mediator who functions as a facilitator, without intervening in the decisions taken by the two parties. An agreement can be reached through mediation if the disputing parties succeed in reaching a mutual understanding and jointly formulate a solution based on the direction of the mediator. In this context, the mediator gives full management of the dispute resolution process to the disputing parties, including determining the form and amount of compensation or other measures to ensure no further harm to consumers.

The mediation process led by the mediator should not last more than 30 days, during which period, the parties must reach a signed agreement. The parties involved in the dispute are required to abide by the final agreement which is binding on them.

b. Conciliation

The dispute resolution process through conciliation is carried out with the help of an intermediary, which in this case BPSK acts as an authorized intermediary. The party that brings together the parties involved in a dispute or dispute indicates that the party is in the position of a third party. The third party is also known as a conciliator who is not involved in the substance of the dispute that arises, so there is no need to participate in the joint negotiation process.

Dispute resolution through conciliation is similar to mediation in that both involve the role of a third party in helping to resolve the dispute between the parties. The dispute resolution process through conciliation consists of two stages. The first stage is the written stage where the dispute is submitted in writing to the conciliation body. The second stage, in which the parties provide oral statements that will be heard by the conciliation body. The parties may be present in person during the oral statement process, or they may be represented by a lawyer.

The advantages of dispute resolution through conciliation are the same as those of mediation: the process is fast, the costs are low, and the results obtained are very effective. However, one disadvantage of conciliation is that the decision issued by the conciliation institution is not binding, so it depends on the agreement reached by the parties to the dispute.

c. Arbitration

Based on Law No. 30 of 1999, Arbitration is a method of resolving civil disputes outside the public courts that relies on a written arbitration agreement between the parties to the dispute. In the arbitration settlement process, the parties to the dispute fully submit the dispute settlement to BPSK. In the settlement of consumer disputes through arbitration, arbitrators are selected from BPSK members who represent the elements of business actors and consumers as members of the panel.

Dispute resolution through arbitration is an alternative dispute resolution that can be chosen by the parties in dispute and is the most formal alternative form of dispute resolution before resorting to litigation.

Settlement of consumer disputes generally depends on the choice of both parties, whether to be resolved through mediation, conciliation or arbitration. In the settlement of consumer disputes by BPSK, the burden of proof is on the business actor, although the consumer party is also expected to submit evidence to support its claim. After considering the statements of both parties regarding the matter in dispute, as well as considering the evidence submitted and the requests submitted by the parties, the BPSK panel will make a decision.

The dispute resolution process through the court (litigation) is a dispute resolution carried out by a judicial process where judges have the authority to regulate and decide cases. This dispute resolution process results in confrontation between the disputing parties before the court to defend their rights. The end result of dispute resolution through litigation is a decision that shows or states a *win-lose solution*. In other words, filing a lawsuit in court is only an option if out-of-court dispute resolution is unsuccessful.

In this case, it shows that the consumer has been harmed by the seller, so that the seller / business actor is obliged to be responsible for his actions towards consumers based on Article 19 of Law Number 8 Year 1999 which states that business actors are obliged to compensate for damage, pollution, and consumer losses due to goods / services traded.

However, if the business actor refuses to provide compensation, the business actor may be charged with a criminal offense in accordance with Article 62 paragraph (2) of the Consumer Protection Law. The article states that business actors who violate certain provisions in the GCPL

may be punished with a minimum imprisonment of 2 years or a maximum fine of up to 500 million rupiah. The determination of the amount of compensation to be paid by the business actor must consider that the compensation must be able to return the injured party (the consumer) to its original position. However, if no loss occurs, as long as the agreement is validly made and no violation of the law occurs.

In the explanation above, it can be concluded that dispute resolution through litigation or court channels takes relatively longer and costs a lot of money. The judge's decision also tends not to resolve the dispute, so many people prefer to resolve disputes through non-litigation channels or outside the court.

If efforts to reach an amicable agreement are unsuccessful, then consumer dispute resolution can be carried out through consumer dispute resolution institutions or out-of-court channels such as BPSK. The out-of-court dispute resolution process through BPSK involves several steps, including the lawsuit filing stage, the trial stage, and the decision-making stage. In the trial stage, various dispute resolution methods such as conciliation, mediation, and arbitration can be used gradually by both parties to the dispute. The use of out-of-court channels for dispute resolution does not preclude efforts by both parties to reach an amicable agreement before submitting the dispute to the Consumer Dispute Settlement Body (BPSK).

CONCLUSION

Legal protection for consumers due to default by @Sellyalboem in purchasing *Neo Culture Technology* (NCT Dream) Albums is divided into 2 (two). First, internal legal protection is created through an agreement made by each party. Second, external protection is created by the authorities through the formation of laws and regulations aimed at the interests of the injured party, external protection is realized by applying sanctions or compensation for parties that cause harm to consumers. Settlement efforts that can be taken in the event of default can use 2 ways, namely, out-of-court dispute resolution (non-litigation path) and dispute resolution in court (litigation path). If it is done outside the court, the injured party can file a lawsuit through an institution called the Consumer Dispute Resolution Agency (BPSK) in the form of alternative dispute resolution through Conciliation, Mediation or Arbitration. If the dispute resolution outside the court the parties are not satisfied or unsuccessful, then the parties to the dispute can conduct or submit a dispute resolution effort through the court which is carried out based on the applicable general court provisions.

REFERENCES

- Amiriani, Nurmaningsih. 2011. *Mediation "Alternative Civil Dispute Resolution in Court"*. Jakarta: Grafindo Persada.
- Ayu Citra Santyaningtyas, Warah Atikah, and Luluk Budi Astutik, "Consumer Protection Harmed by Grab Smart Phone Stores", *Tambusai Education Journal*, Volume 7 Number 2 Year 2023.
- Catherine Valenciana and Jetie Kusmiati, "Korean Wave; The Phenomenon of Korean Pop Culture among Millennial Teenagers in Indonesia", *Diversita Journal*, December 8, 2022.
- Cindy Aulia Khotimah and Jeumpa Crisan Chairunnisa, "Legal Protection for Consumers in E-Commerce Transactions", *Business Law Review*, Vol. 1, Faculty of Law, Islamic University of Indonesia, 2016.
- Hasibuan, Syamsir, and Nika Rahmania, "Juridical Review of Defaults on Online Sale and Purchase Agreements", *Journal of Dimensions* 9, No. 1 2020.
- Hetty Hassanah. 2018. *Aspects of Civil Law in Indonesia*. Yogyakarta: Deepublish.
- Moch. Isnaeni. 2016. *Legal Arrangement of Immovable Property Guarantee*. Surabaya: Revka Petra Media.
- Pamela Nanda Casebella, *Analysis of Islamic Law on Blacklist Against Online Buy and Sell Pre-order System (Study on Instagram Social Media Nessesanshop)*, Thesis (Lampung: Raden Intan State Islamic University, 2018).
- Putu Radya Brahmanta and Anak Agung Ketut Sukranatha, "The Legality of Online Titling Services in Indonesia Viewed from the Perspective of Treaty Law", *Journal of Kertha Desa*, Vol. 8 No.6 Year 2020
- Qiram, Syahrul, "Consumer Protection Against Cancellation of Music Concerts Due to the Covid-19 Pandemic", *Journal of Administrative and Management Sciences* Vol.4 No.1 2021.
- Ratna Artha Windari. 2014. *The Law of Treaties*. Yogyakarta: Graha Ilmu.
- Retna Gumanti, "Terms of validity of agreement (reviewed from the Civil Code)", *Journal of Pelangi Ilmu*, Vol. 05 No. 01, 2012.
- Roberto Ranto, "Juridical Review of Legal Protection of Consumers in Sale and Purchase Transactions Through Electronic Media", *Alethea Journal of Legal Sciences* Vol. 2, No. 2, 2019.

- Susanti Adi Nugroho. 2008. *The Process of Consumer Dispute Settlement Viewed from Procedural Law and its Implementation Constraints*. Bandung: Kencana.
- Tampubolon, Wahyu. S., "Legal Protection Efforts for Consumers because of the Consumer Protection Law", Scientific Journal "Advocacy" Vol. 4 No. 1 2016.