

THE ROLE OF THE CONSUMER DISPUTE RESOLUTION AGENCY IN BREACH OF PERFORMANCE DISPUTES UNDER THE CONSUMER PROTECTION LAW

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Abstract

Globalization and modern economic development not only bring opportunities but also generate new challenges in the relationship between consumers and business actors. One of the dispute resolution mechanisms regulated under Law No. 8 of 1999 on Consumer Protection is the Consumer Dispute Resolution Agency as a non-litigation forum. This study aims to analyze the Consumer Dispute Resolution Agency's authority in adjudicating default disputes and the implications of Supreme Court Decision No. 275 K/Pdt.Sus-BPSK/2024 for consumer protection. The research method applied is normative juridical with statutory, conceptual, and case study approaches. The findings reveal that the Consumer Dispute Resolution Agency is authorized to resolve consumer disputes through mediation, arbitration, or conciliation, but not pure contractual defaults, which fall under the jurisdiction of civil courts. The Supreme Court decision confirms that default disputes in sales contracts cannot be categorized as consumer disputes, thereby excluding the Consumer Dispute Resolution Agency's jurisdiction. This situation creates challenges because consumers who suffer losses due to default cannot obtain optimal protection through the Consumer Dispute Resolution Agency. Moreover, the lack of executorial power for the Consumer Dispute Resolution Agency decisions further undermines its effectiveness as a quasi-judicial body. Therefore, strengthening regulations and harmonizing the Consumer Protection Law with civil law are essential to ensure that the Consumer Dispute Resolution Agency can function more effectively in providing legal certainty and consumer protection.

Keywords: Consumer Protection; Consumer Dispute Resolution Agency; Default; Civil Disputes; Legal Certainty

INTRODUCTION

The development of life, globalization, and the national economy has given rise to a wide variety of products and services available for consumption and use. Moreover, advances in science and technology have broadened the scope of trade not only on a national but also on an international scale. Interestingly, such transactions often generate problems arising from the use of products, which in turn lead to disputes that must be resolved by the parties involved (Endipradja, 2016). In order to safeguard the rights and interests of consumers, the government must play a role in establishing standards, conducting supervision, and exercising control over the implementation of consumer protection, as well as creating a well-structured and interrelated system that mutually reinforces each element, ultimately aiming to improve social welfare.

Innovation and industrial progress have indeed accentuated the contrast between the lifestyle of traditional social orders and modern social structures (Tampinongkol, 2021). Traditional societies essentially produced goods for consumers, with close and direct personal contact between consumers and business entities (Khair, 2017). At the same time, modern societies produce a vast quantity of consumer goods, giving rise to mass consumers (mass consumption). Consequently, the relationship between consumers and business actors has become increasingly complex, as consumers are often unaware of the identity of the businesses, and vice versa, especially when the businesses are located in other countries (Widjaja & Yani, 2003). Consumer protection thus becomes a manifestation of the government's duty to provide fair protection not only to consumers but also to business actors. It was for this reason that Law No. 8 of 1999 on Consumer Protection ("Law 8/1999") was enacted (Zulham, 2016).

One of the fundamental rights that must be protected under the legal framework of consumer protection is the consumer's right to determine the mechanism for dispute resolution, as stipulated in Article 4 letter (e) of Law 8/1999. This right guarantees the consumer's freedom to choose whether the dispute will be resolved through litigation in court or via non-litigation mechanisms (Matheus, 2021). To accommodate consumers who prefer a simpler resolution, the law subsequently established an alternative dispute resolution body known as the Consumer Dispute Settlement Agency. Pursuant to Article 52 letter (a) of Law 8/1999, the Consumer Dispute Settlement Agency is tasked and authorized to handle and settle consumer disputes through mediation, arbitration, or conciliation (Effendi et al., 2023).

The presence of the Consumer Dispute Settlement Agency plays a crucial role, as it provides a more efficient path to dispute resolution in terms of time, effort, and cost, compared to judicial proceedings which are generally protracted and complex. This was demonstrated in the case experienced by David M. L. Tobing, a consumer who had to pursue litigation in order to demand accountability from a business actor (Pranoto & Ariawan, 2021). In the course of his legal struggle, he was required to spend a significant amount of money and endure drawn-out court proceedings. This situation illustrates that without the existence of an alternative such as the Consumer Dispute Settlement Agency, consumers are often burdened by high litigation costs and lengthy judicial procedures. Thus, the establishment of the Consumer Dispute Settlement Agency constitutes a tangible form of legal protection that is not merely normative but also practical, as it provides consumers with easier and more affordable access to justice in defending their rights.

Article 54 paragraph (3) of Law No. 8 of 1999 stipulates that decisions issued by the Consumer Dispute Settlement Agency are final and binding (Suhendriyatno, 2020). This means that such decisions cannot be challenged through remedies such as appeal or cassation. The finality reflects that the examination of the case has reached its conclusion, with no further stages available under the dispute resolution framework of the Consumer Dispute Settlement Agency. Meanwhile, the binding nature signifies that such decisions carry legal force and must be complied with by the disputing parties. However, this provision appears to face an exception as provided in Article 56 paragraph (2) of Law No. 8 of 1999, which grants the parties the right to file an objection before the district court. Such objection must be filed within fourteen working days from the notification of the decision. Therefore, while decisions of the Consumer Dispute Settlement Agency are designed to be final and binding, the law nonetheless provides for judicial control through an objection mechanism before the district court, thereby creating its own dynamics in interpreting the legal certainty of such decisions.

The foregoing provisions illustrate a legal inconsistency, since decisions of the Consumer Dispute Settlement Agency are regarded as final and binding (Putranto, 2019). However, the agency is not vested with authority to impose administrative sanctions on business actors, as no guidelines or procedures for sanction determination have yet been established (Iqbal, 2019). In addition, there remains no guidance on the standardization of terminology in relevant regulations. The legal basis of

the Consumer Dispute Settlement Agency does not provide authority to resolve disputes concerning contractual breaches (Susanto et al., 2023). Until 2012, the Supreme Court generally opined that the agency had jurisdiction to adjudicate disputes concerning breach of contract and enforcement of security interests in credit agreements with financing institutions. Nevertheless, by the end of 2013, the Supreme Court altered its position, ruling that such disputes did not fall within the scope of consumer disputes and, therefore, the Consumer Dispute Settlement Agency lacked jurisdiction to adjudicate them (Jarkasih et al., 2020).

This legal contradiction was exemplified in Supreme Court Decision No. 275 K/Pdt.Sus-BPSK/2024, where Junaidi (Petitioner), as a business actor, brought a claim against Jenny Kinantan (Respondent), a consumer, regarding an alleged breach of contract due to the failure to deliver purchased goods. The dispute began on 8 September 2017 with purchase order No. 021839 involving seven items worth IDR 107,031,720. However, upon verification, the Petitioner could not locate any record of purchase under the Respondent's name, but instead found documentation corresponding to Order Form No. 021839 dated 17 June 2017 registered under PT Graha Stela/Vella. The Petitioner argued that the order dated 17 September 2017 conflicted with the company's records dated 8 September 2017. Meanwhile, the Respondent claimed to have made a down payment on 3 August 2017 and final payment on 3 February 2018. Upon further examination, however, the Petitioner's company found no transfer under the Respondent's name on those dates, but rather a transfer to another account under Tatang Saeful Karim.

Based on these circumstances, Jenny Kinantan subsequently filed a cassation petition under Case No. 275 K/Pdt.Sus-BPSK/2024, essentially objecting to both rulings and asserting that the Consumer Dispute Settlement Agency lacked jurisdiction over the case. Considering the factual matrix, the decision warrants attention, as it encompasses various dimensions, including consumer protection as well as the resolution of commercial disputes arising from breach of contract in Indonesia. In this case, the resolution extended beyond mere litigation or non-litigation mechanisms. Moreover, the central issue lies in the authority of the Consumer Dispute Settlement Agency to adjudicate consumer disputes, along with assessing its effectiveness in safeguarding consumers confronted with non-transparent business practices in Indonesia.

Such cases are not isolated. For instance, in Decision No. 49/Pdt.Sus-BPSK/2022/PN Mdn between PT BDA and RAS concerning breach of contract in a property transaction in Medan, both parties agreed to settle the dispute through the Indonesian National Arbitration Board, as the Consumer Dispute Settlement Agency was not competent to adjudicate the matter. The Medan District Court subsequently annulled the agency's decision. Similarly, in Decision No. 438 K/Pdt.Sus/2008 dated 22 September 2008 between PT OMA and M, the Supreme Court affirmed the district court's ruling rejecting the creditor's objection on the grounds that the dispute did not fall under the jurisdiction of the Consumer Dispute Settlement Agency and was therefore null and void.

Based on this background, the researcher is compelled to develop a research proposal focusing on an analysis of the authority of the Consumer Dispute Settlement Agency in adjudicating consumer disputes, particularly those arising from breaches of contract by business actors. The proposed research is entitled: "The Role of the Consumer Dispute Settlement Agency in Breach of Contract Disputes under the Consumer Protection Law." The research problem encompasses two central issues. First, the extent to which the Consumer Dispute Settlement Agency possesses legal authority to resolve disputes arising from breaches of contract committed by business actors against consumers. Second, the juridical consequences of Supreme Court Decision No. 275 K/Pdt.Sus-BPSK/2024 in relation to the effectiveness of consumer protection in Indonesia. Correspondingly, the study is directed toward two main objectives. First, to conduct a comprehensive examination of the authority of the Consumer Dispute Settlement Agency in consumer dispute resolution, particularly where such disputes stem from contractual breaches by business actors. Second, to analyze and evaluate the normative and practical implications of Supreme Court Decision No. 275 K/Pdt.Sus-BPSK/2024 for the continuity of consumer protection, thereby offering a more holistic understanding of the position and significance of the Consumer Dispute Settlement Agency within the national legal framework for consumer protection.

RESEARCH METHOD

The research for this journal was conducted using a normative legal research method, which essentially focuses on the examination of applicable positive legal norms. The research specification employed is descriptive-analytical, meaning that it not only systematically outlines relevant legislation and legal doctrines but also critically analyzes them to uncover deeper connections and meanings (Muhaimin, 2020). The research data was obtained entirely from secondary sources, consisting of primary legal materials such as the 1945 Constitution of the Republic of Indonesia, the Indonesian Civil

Code, Law Number 8 of 1999, various statutes, as well as relevant government regulations. In addition, this study also utilized secondary legal materials, including scientific literature, journals, and academic writings, as well as tertiary legal materials that support data exploration, such as legal dictionaries and encyclopedias. The data collection technique was carried out through a literature study using a statutory approach, ensuring that each analysis is grounded within the established legal framework. The collected data was then analyzed using a qualitative method, allowing the author to elaborate on the content and substance of the law in depth, interpret applicable norms, and draw argumentative and logical conclusions.

RESULTS AND DISCUSSION

The Authority of the Consumer Dispute Settlement Body in Adjudicating Breach of Contract Disputes

Every Indonesian citizen is entitled to legal protection in all areas, including consumer protection. Based on the fourth paragraph of the Preamble to the 1945 Constitution of the Republic of Indonesia, it is deemed necessary to provide protection for all Indonesian people, including legal protection for society (consumers) in the utilization of goods and services (Kristiyanti, 2008). Law Number 8 of 1999 on Consumer Protection essentially places consumers and business actors in an equal position before the law. This balance is reflected in provisions affirming that both consumers and business actors are bound by rights and obligations regulated by law, ensuring that their legal relationship does not place either party in a dominant position. In the context of dispute resolution, the establishment of the Consumer Dispute Settlement Body strengthens the position of consumers while simultaneously providing legal certainty for business actors. The Consumer Dispute Settlement Body is not a judicial institution in the conventional sense but rather a state-established body in the field of justice pursuant to Article 24 paragraph (3) of the 1945 Constitution, which stipulates that other bodies exercising functions related to judicial power may be established and regulated by law.

Within this constitutional framework, the Consumer Dispute Settlement Body can be classified as a quasi-judicial state institution. A quasi-judicial body is understood as an institution vested with authority to examine and decide disputes, although it does not form part of the general judiciary (Matheus & Gunadi, 2024). With such characteristics, the Consumer Dispute Settlement Body serves as an alternative forum of a judicial nature for consumer disputes, even though it does not entirely possess the same institutional status and attributes as a court of law. Accordingly, its existence becomes an important instrument for expanding access to justice for society, particularly for consumers who are often in a weaker legal position in their relationship with business actors (K et al., 2023).

The status of the Consumer Dispute Settlement Body as a quasi-judicial institution is also recognized under Article 38 of the Law on Judicial Power, which stipulates that, in addition to the Supreme Court and its subordinate judicial bodies and the Constitutional Court, other institutions with functions related to judicial power may also exist. Consumer losses may occur in various forms, including physical injuries resulting from consumption of defective products, accidents involving consumers due to products not functioning properly or in accordance with specifications, or financial losses arising from products failing to perform as promised. Losses may also arise in the service sector when standard terms imposed by business actors provide no benefit to consumers, which clearly contravenes Law Number 8 of 1999 (Rimanda, 2019).

Law Number 8 of 1999, together with the Decree of the Minister of Industry and Trade of the Republic of Indonesia Number 350/MPP/Kep/12/2001, provides definitions of goods and services within the framework of consumer protection law. Goods are defined as any tangible objects possessing economic value and capable of being traded within society, whether consumable or utilizable, provided that they are not expressly prohibited from circulation by statutory regulation. These goods are essentially intended to provide benefit to consumers as end users. Services, meanwhile, are defined as any form of service provided to consumers in the form of work or specific performance, whereby consumers as recipients of the service obtain benefits in accordance with their needs or contractual agreement.

In practice, however, the use of goods and services often causes harm to consumers. Should such harm occur, the law provides protection by imposing liability on business actors to compensate consumers for their losses. This obligation is not only moral but also legally binding, since business actors are normatively required to be accountable for the goods and services they market. Where a business actor refuses or fails to fulfill such obligations, the consumer is entitled to pursue legal remedies to protect their rights, either through dispute resolution mechanisms before the Consumer Dispute Settlement Body or before the courts.

Pursuant to Article 23 of Law Number 8 of 1999, consumers may bring claims against business actors at their current domicile in accordance with Article 24 of the same law or before the general

judiciary, whereby business actors may automatically bear liability (Makhfudz, 2020). Article 45 of the law further affirms that consumers have the right to bring claims against business actors before the Consumer Dispute Settlement Body and seek compensation. In such claims, consumers are required to set forth the grounds and amount of losses suffered, thereby clarifying the legal relationship between the disputing parties. Nevertheless, the Consumer Dispute Settlement Body generally does not possess jurisdiction to resolve disputes concerning breaches of contract, as such cases are typically adjudicated by the district court. This is because the Consumer Dispute Settlement Body's jurisdiction pertains primarily to cases arising from unlawful acts, for which compensation may be sought. A claim for breach of contract, by contrast, logically seeks performance of obligations that have not been fulfilled rather than compensation. Thus, matters concerning default of payment or other forms of contractual breach do not fall within the jurisdiction of the Consumer Dispute Settlement Body (Ahmad, 2007).

Implications of Supreme Court Decision Number 275 K/Pdt.Sus-BPSK/2024 on Consumer Protection

In Decision Number 275 K/Pdt.Sus-BPSK/2024, the presiding judge held that the dispute in question did not constitute a consumer dispute and ruled to annul the case. In its considerations, the panel of judges reasoned that the dispute between the parties concerned the purchase of goods, the payment of which had already been made in accordance with the purchase order but which had not been delivered to the defendants. Such an issue, in the court's view, could not be comprehensively resolved by the Consumer Dispute Settlement Body. Referring to the applicable regulations, it is not appropriate to narrowly limit consumer disputes only to the use of goods. The dispute between the consumer and the operator should also be deemed to have arisen from the date of execution of the sales contract. Article 1457 of the Indonesian Civil Code stipulates that a sale and purchase is legally concluded at the moment of agreement between seller and buyer, meaning that as soon as such agreement is reached, the principles of consumer protection apply to the parties.

In a sales transaction, the consumer is the buyer and is under no obligation to understand the operational mechanisms of the business actor's system, including payment processes. For the consumer, the fundamental understanding is that payment must first be made before obtaining the desired goods. Pursuant to Article 1367 of the Civil Code, business actors are required to bear liability for losses arising from their own fault or from the actions of employees under their supervision. Consumer disputes thus arise at the moment the consumer suffers a loss. Accordingly, when reviewing objections to decisions of the Consumer Dispute Settlement Body, judges should prioritize the interests of consumers who have demonstrably suffered harm. Courts must also take into account the relatively weaker bargaining position of consumers compared to commercial operators. Failure to do so risks causing significant losses to the parties involved and undermining the values of justice that the judiciary is bound to uphold.

There are several legal grounds establishing why courts possess authority to review and adjudicate decisions rendered by the Consumer Dispute Settlement Body. First, Law Number 8 of 1999 provides equal opportunity for both parties to challenge the Body's decision, ensuring that consumers and business actors alike enjoy equal access to justice through judicial channels. Second, the law does not impose specific limitations on the grounds for appeal, thereby affording flexibility for either party to put forward a variety of legal arguments against decisions perceived as unjust or detrimental to their legal interests. Third, courts have the authority to comprehensively assess every decision issued by the Consumer Dispute Settlement Body, thereby opening the possibility for annulment where procedural or substantive defects are found in its legal reasoning. Fourth, the challenges of consumer protection are also reflected in the reality that enforcement of the Body's decisions ultimately falls within the jurisdiction of the courts. This condition suggests that the Consumer Dispute Settlement Body is not yet fully independent in enforcing its rulings, as execution still requires judicial legitimization (Kristiyanto, 2018).

In addition, several obstacles hinder the implementation of the Consumer Dispute Settlement Body's decisions. Chief among these is the absence of the executorial clause "For the Sake of Justice Based on the Almighty God". The Supreme Court has yet to establish a clear procedure for executing the Body's decisions, including the timeframe within which parties may file for enforcement. This legal uncertainty has adverse effects on consumers. Consumers who prevail in the Body's decisions are left anxious when faced with the reality that courts may decline to execute those rulings. Thus, the Consumer Dispute Settlement Body does not hold jurisdiction to adjudicate disputes arising from contractual breaches, particularly in cases of sales transactions (Muhamad et al., 2020).

CONCLUSION

The Consumer Dispute Settlement Body has limited jurisdiction to adjudicate disputes arising from breaches of contract, and the district court is more appropriate to handle such cases since it focuses on the enforcement of obligations rather than merely awarding compensation. The Consumer Dispute Settlement Body is more suitable for addressing matters involving direct consumer losses resulting from unlawful acts. Therefore, although the Consumer Dispute Settlement Body constitutes an important alternative mechanism for consumer dispute resolution, in practice it does not possess absolute jurisdiction to adjudicate all forms of disputes, particularly those concerning pure breaches of contract in private law relations. The judicial consideration in annulling the decision of the Supreme Court ruling Number 275 K/Pdt.Sus-BPSK/2024 was based on the fact that the Consumer Dispute Settlement Body is subject to strict legal limitations. In this case, the Supreme Court held that the dispute in question did not qualify as a consumer dispute, but rather as a pure contractual breach in a sales transaction, over which jurisdiction lies exclusively with the civil court. Even though the consumer suffered substantial losses due to the operator's failure to deliver the goods already paid for, the court determined that the Consumer Dispute Settlement Body lacked the competence to adjudicate the matter. This reasoning was grounded in Article 1457 of the Indonesian Civil Code, which stipulates the validity of a sale and purchase agreement from the date of the contract, and Article 1367 of the Civil Code, which governs the liability of business entities for damages. Moreover, various obstacles in the enforcement of decisions issued by the Consumer Dispute Settlement Body—such as the absence of executorial titles and the lack of a clear enforcement mechanism—further weaken legal protection for consumers. Consequently, the Consumer Dispute Settlement Body does not hold jurisdiction to decide disputes arising from breaches of contract, particularly in cases of sales transactions.

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