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ALTERNATIVES FOR RESOLVING CONSUMER DISPUTES THROUGH CONSUMER SETTLEMENT AGENCY REVIEWED FROM THE CONSUMER PROTECTION LAW

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ABSTRAK

Penyelesaian sengketa konsumen merupakan isu yang signifikan dalam praktik perlindungan konsumen di Indonesia. Salah satu mekanisme penyelesaian yang diatur dalam Undang-Undang Perlindungan Konsumen adalah melalui Badan Penyelesaian Sengketa Konsumen. Artikel ini bertujuan untuk menganalisis kelebihan dan kekurangan penyelesaian sengketa melalui Badan Penyelesaian Sengketa Konsumen serta mengevaluasi efektivitasnya sebagai alternatif penyelesaian sengketa konsumen. Penelitian ini menggunakan pendekatan yuridis normatif dengan menganalisis peraturan perundang-undangan terkait serta studi kasus dalam implementasi Badan Penyelesaian Sengketa Konsumen. Hasil penelitian menunjukkan bahwa kelebihan Badan Penyelesaian Sengketa Konsumen meliputi proses yang cepat, biaya rendah, dan keberpihakan pada konsumen. Namun, kelemahan utama terletak pada keterbatasan kewenangan Badan Penyelesaian Sengketa Konsumen, kualitas sumber daya manusia, dan implementasi putusan yang kurang optimal. Dari segi efektivitas, Badan Penyelesaian Sengketa Konsumen mampu menjadi solusi alternatif yang cukup memadai bagi konsumen dengan sengketa kecil, namun masih memerlukan perbaikan regulasi dan penguatan kapasitas agar lebih efektif. Penelitian ini menyimpulkan bahwa BPSK memiliki potensi besar dalam mendukung perlindungan konsumen, asalkan hambatan-hambatan yang ada dapat diatasi melalui reformasi kebijakan dan pengawasan yang lebih baik.
Kata Kunci: Penyelesaian Sengketa Konsumen, Badan Penyelesaian Sengketa Konsumen, Hukum Perlindungan Konsumen, Efektivitas, Alternatif Penyelesaian Sengketa

ABSTRAK

The consumer dispute resolution is a significant issue in consumer protection practices in Indonesia. One of the settlement mechanisms regulated in the Consumer Protection Law is through the Consumer Dispute Settlement Agency. This article aims to analyze the advantages and disadvantages of dispute resolution through the Consumer Dispute Settlement Agency and evaluate its

effectiveness as an alternative to consumer dispute resolution. This study uses a normative juridical approach by analyzing related laws and regulations as well as case studies in the implementation of the Consumer Dispute Settlement Agency. The results of the study show that the advantages of Consumer Dispute Settlement Agency include a fast process, low cost, and consumer favoritism. However, the main weaknesses lie in the limitations of the Consumer Dispute Settlement Agency's authority, the quality of human resources, and the implementation of decisions that are not optimal. In terms of effectiveness, Consumer Dispute Settlement Agency is able to be an alternative solution that is quite adequate for consumers with minor disputes, but still needs to improve regulations and strengthen capacity to be more effective. This study concludes that Consumer Dispute Settlement Agency has great potential in supporting consumer protection, as long as the existing obstacles can be overcome through better policy reform and supervision.
Kata Kunci: Consumer Dispute Resolution, Consumer Dispute Resolution Agency, Consumer Protection Law, Effectiveness, Alternative Dispute Resolution

A. INTRODUCTION

1. Background

The pace of technological development in the automotive industry is growing so rapidly over time. One type of automotive that is often in demand by the public to carry out their daily activities is a motorbike. Motorbikes are more often in demand because of the increasingly uncontrolled traffic jam factor, in the end people prefer to use motorbikes on the grounds that they can save their travel time for activities.[1] Thus, it can be said that every human being needs a motorized bicycle to help and facilitate them in their daily activities. The people who need the motorbike can be said to be consumers and the motorbike sellers can be said to be business actors/producers. In order to fulfill the needs of humans who are consumers, there must be a relationship between consumers and business actors.

In the context of consumer protection law in Indonesia, consumers can be defined as individuals or entities that utilize goods or services provided by business actors. Meanwhile, business actors encompass any individual or business entity, whether incorporated or not, established, domiciled, or conducting their business activities within the jurisdiction of the Unitary

[1] Cita Citrawinda, *Hukum Persaingan Usaha*, CV. Jakad Media Publishing, Surabaya, 2021, p.3.

State of the Republic of Indonesia. Business actors can also be understood as parties that produce goods or services and distribute them to consumers as the end users. As stipulated in Law Number 8 of 1999 concerning Consumer Protection ("Law No. 8 of 1999"), a consumer is defined as any person who utilizes goods and/or services available in society for personal, family, or other purposes, including for other living beings, provided that such use is not intended for resale. This definition emphasizes the role of consumers as parties entitled to legal protection, particularly in obtaining goods and services that are safe, of good quality, and consistent with the values promised by business actors.[2]

The definition of a business actor is also explained in Law No. 8/1999, which states that a business actor is any individual or business entity, whether in the form of a legal entity or not in the form of a legal entity, which is established and domiciled or carries out activities in the legal territory of the Republic of Indonesia, either alone or together through an agreement to carry out business activities in various economic fields.[3] As public interest in a particular product grows, the production activities of companies manufacturing that product tend to increase proportionally. This encourages such companies to showcase the advantages embedded in their products to attract consumer attention. Consequently, competition arises among these companies, which, in legal terms, are referred to as business actors. This competition represents one of the essential dynamics of the business world, where each business actor strives to maintain their market share through innovation and competitive advantages while simultaneously meeting the ever-increasing demands of society.

Competition in a business activity is a dynamic in itself that cannot be separated. Competition according to business actors is a negative thing because it is considered to threaten their business, resulting in reduced profits and loss of consumers because consumers choose lower prices than

[2] Indonesia, *Undang-Undang tentang Perlindungan Konsumen*, UU No.8 Tahun 1999, LN Tahun 1999 No.22, TLN No.3821, Ps. 1 angka 2.

[3] Indonesia, *Undang-Undang tentang Perlindungan Konsumen*, UU No.8 Tahun 1999, LN Tahun 1999 No.22, TLN No.3821, Ps. 1 angka 3.

their competitors. In Indonesia, business actors conduct their activities in accordance with the principle of economic democracy, a fundamental value that emphasizes the importance of balancing private and public interests. Economic democracy is not merely a formal principle but serves as a moral guide that encourages business actors to focus not only on profit. This principle requires business actors to consider the needs of society, ensuring that their business activities make a tangible contribution to social welfare and the surrounding environment. In other words, economic activities should not sacrifice the broader public interest but must align with the goal of creating inclusive, just, and sustainable development. In this context, business actors become key players who are not only profit-seekers but also drivers of change, creating positive impacts for society as a whole.[4]

With the existence of business competition, it will give rise to various ways for business actors to use all means so that their products become the choice of consumers, this can result in unhealthy business competition which causes the rights that should be owned by consumers to not be fulfilled and violated, in other words this is the beginning of consumer disputes. The legal basis for business competition in Indonesia is outlined in Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition ("Law No. 5/1999"). This law was enacted with the aim of ensuring the continuity of a competitive market, free from any agreements or conspiracies that could reduce or even eliminate healthy competition within it. The primary focus of this competition regulation is to foster a healthy competitive environment and strengthen consumer sovereignty by providing them with broader choices and more competitive prices.[5]

Business competition carried out by business actors will have a negative impact on consumers. With business actors carrying out business

[4] Abdul Hakim Garuda Nusantara dan Benny K. Harman, *Analisa dan Perbandingan Undang-Undang Antimonopoli/Undang-Undang Larangan Praktek Monopoli dan Persaingan Usaha Tidak Sehat di Indonesia*, Elex Media Komputindo, Jakarta, 1999, p.20.

[5] Galuh Puspa Ningrum, *Hukum Persaingan Usaha*, Aswaja Pressindo, Yogyakarta, 2013, p.2.

competition, the position of consumers becomes lower than that of business actors because consumers do not know about the actual composition of the product. Although consumers have the freedom to determine their choices, if business actors carry out exaggerated marketing activities so that consumers feel interested in their products. If the product does not meet the specifications offered by the business actor, then consumers will definitely feel disadvantaged.

The emergence of a sense of loss experienced by consumers will make consumers feel unacceptable with what has been done by the business actor. If consumers feel this way, consumers can file a lawsuit through litigation. However, as is known, if dispute resolution through litigation takes a very long time and is more difficult to implement, then there are other alternative solutions that can be done by consumers, one of which is dispute resolution through the Consumer Dispute Resolution Agency ("CDRA") which has been regulated by the Law No. 8/1999. The dispute resolution that is expected by the parties is a *win-win solution dispute resolution* because it is considered to be able to bring many benefits and can also maintain good relations between the parties. Likewise, from the legal aspect, a just, beneficial, and legally certain dispute resolution is the hope and desire of all parties in dispute if a dispute occurs in the future.

Before the Law No. 8/1999, dispute resolution carried out by consumers and business actors was dispute resolution through the courts by filing a civil lawsuit based on Articles 1233-1456 of the Civil Code and Articles 1365-1380 of the Civil Code. Another way to resolve this dispute is to conduct direct negotiations, but this method depends on the good faith of business actors who do not always side with consumers. Thus, the Law No. 8/1999 was created to protect consumer rights and regulate how alternative dispute resolution is easier and more efficient for consumers and business actors to take, such as dispute resolution through the CDRA.

2. Research Problems

Based on the background described above, there is a problem formulation:

a. What are the advantages and disadvantages of resolving disputes through the CDRA in terms of Law No. 8/1999?

b. How Effective is the Alternative Consumer Dispute Resolution Through the CDRA?

3. RESEARCH METHODS

This study uses a normative legal method, namely legal research that focuses on the study of legal norms in laws and regulations, legal doctrines, and various relevant literature.[6] This study aims to analyze the advantages, disadvantages, and effectiveness of alternative consumer dispute resolution through the CDRA from the perspective of Law No. 8/1999.

B. RESULT AND DISCUSSIONS

1. Advantages and Disadvantages of CDRA

Every buying and selling activity carried out by consumers and business actors, does not rule out the possibility that problems will arise in the buying and selling process that occurs. Business actors have obligations that have been regulated in Article 7 of Law No. 8/1999. In addition, to maintain consumer rights, consumer rights have also been regulated in Article 4 of Law No. 8/1999. Law No. 8/1999 regulates and ensures that the rights and obligations of consumers and business actors are maintained and implemented in carrying out a buying and selling activity between consumers and business actors. Although Law No. 8/1999 has been implemented in Indonesia as a permanent law, it does not rule out the possibility that many business actors still take arbitrary actions that result in business actors not carrying out their obligations and consumers' rights not being fulfilled.

Consumer disputes are disputes that occur due to differences of opinion or differences of view from each party. One party feels that their rights have been violated by the other party while the other party does not

[6] Juan Matheus dan Ariawan Gunadi, *Pembentukan Lembaga Pengawas Perlindungan Data Pribadi Di Era Ekonomi Digital : Kajian Perbandingan Dengan KPPU*, JUSTISI, Vol.10, No.1 (2023), p.24.

feel that the rights of that party have been violated. Several things that need to be considered. First, the consumer in dispute must be a consumer as referred to in Law No. 8/1999, namely the user, user, and/or utilization of goods and/or services to meet the needs of themselves, their family or their household and not for commercial purposes. Second, the disputed product must be a consumer product, meaning that the product is a product and/or service that is used, utilized or utilized to meet one's own interests, in other words, not someone else's property.[7]

Article 64 of Law No. 8/1999 states, “All provisions of laws and regulations aimed at protecting consumers that already exist at the time this law is enacted, are declared to remain in effect as long as they are not specifically regulated and/or do not conflict with the provisions of this law.”[8] Each transaction conducted between consumers and business actors carries the potential for issues to arise during the process. In this regard, business actors have obligations as stipulated in Article 7 of Law No. 8/1999. These obligations are aimed at ensuring that business actors fulfill their responsibilities properly to achieve the goal of consumer protection. Furthermore, to safeguard consumers' rights, Law No. 8/1999 also clearly outlines the rights of consumers in Article 4, so that consumers may feel secure and protected in every transaction they engage in. Overall, the law serves to regulate and maintain a balance between the rights and obligations of both consumers and business actors in all commercial activities.[9] Although Law No. 8/1999 has been enacted as permanent law in Indonesia, in practice, arbitrary practices by some business actors still occur. This results in business actors failing to meet their obligations properly and consumers' rights being frequently disregarded, ultimately creating an imbalance in the transactional relationship.

There are several cases that illustrate the failure to fulfill consumer rights, despite these rights being regulated under Law No. 8/1999. This

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[7] Az. Nasution, *Hukum Perlindungan Konsumen: Suatu Pengantar*, Diadit Media, Jakarta, 2014, p.229.

[8] Indonesia, *Undang-Undang tentang Perlindungan Konsumen*, UU No.8 Tahun 1999, LN Tahun 1999 No.22, TLN No.3821, Ps. 64.

[9] Az. Nasution, *Op.Cit*., p.230.

Law, through Article 4, provides a detailed explanation of the basic rights that consumers should be entitled to, while Article 7 emphasizes the obligations that business actors must fulfill. However, in reality, not all issues faced by consumers must be resolved through the general court system. There are alternative dispute resolution mechanisms available, one of which is through the Consumer Dispute Settlement Agency. This agency serves as a forum for consumers and business actors to resolve disputes through non-litigation means, which not only accelerates the settlement process but also provides an opportunity for both parties to reach an agreement without the need for complex and time-consuming court procedures.

The CDRA is an institution tasked with resolving disputes between consumers and business actors peacefully and effectively. The CDRA has the main function of providing alternative solutions for consumers who experience losses or dissatisfaction with the goods they have received from business actors, the role of the CDRA is greatly needed to resolve all disputes that occur between consumers and business actors, this institution is also one of the quasi-judicial institutions.[10] It has been explained in the Law No. 8/1999, the CDRA is an agency formed by the government, tasked with handling and resolving disputes between business actors and consumers, but the CDRA is not part of the judicial authority institution. The government formed the CDRA Level II to resolve consumer disputes outside the court, but the CDRA is not a court institution.

In resolving consumer disputes, a panel of at least 3 (three) members is formed and assisted by a clerk and the CDRA decision is final and binding. The CDRA is required to provide a decision within 21 (twenty one) days from the date the lawsuit is received and the CDRA decision must be implemented by the business actor within 7 (seven) days from the date the decision is received, if the business actor objects, they can file a complaint with the District Court within 14 (fourteen) days. The District Court that receives the business actor's objection decides the case within

[10] Rahmi Rimanda, *Keberadaan Badan Penyelesaian Sengketa Konsumen (BPSK) sebagai Lembaga Quasi Yudisial di Indonesia*, Jurnal Bina Mulia Hukum, Vol.4, No.1 (2019), p.20.

21 (twenty one) days from the date the objection is received. Furthermore, the cassation on the district court decision is given a period of 14 days to file an appeal with the Supreme Court. Then the Supreme Court's decision must be issued within 30 (thirty) days from the date the cassation application is submitted.[11]

The duties and authorities of the CDRA have been regulated in Article 52 of Law No. 8/1999in conjunction with Decree of the Minister of Trade Number 350/MPP/Kep/1212001 dated 10 December 2001 concerning the Implementation of Duties and Authorities of the CDRA. Each dispute resolution has its own advantages and disadvantages. Dispute resolution outside the court certainly requires a willingness to negotiate from the disputing parties to reach a peaceful dispute resolution, either peacefully between business actors and consumers or through the CDRA. Not only does patience require patience in this effort, but there are internal factors such as personality and prestige or what is commonly called honor that need more attention. Meanwhile, dispute resolution through the courts requires more knowledge about the procedures and rules that apply to the resolution of the dispute.[12]

Consumer dispute resolution outside the court is carried out to reach an agreement on the form and amount of compensation, and/or on certain actions to ensure that the losses experienced by consumers will not occur and recur. The patterns of consumer dispute resolution outside the court as desired by the Law No. 8/1999 are indeed the right choice, because the solution provided contains a solution that benefits both parties to the dispute. If you have chosen to resolve consumer disputes outside the court, then a lawsuit through the court can only be taken if the settlement efforts outside the court are declared unsuccessful by one or both parties to the dispute. This means that dispute resolution through the court remains

[11] Maslihati Nur Hidayati, *Analisis Tentang Alternatif Penyelesaian Sengketa Perlindungan Konsumen: Studi Tentang Efektifitas Badan Penyelesaian Sengketa Perlindungan Konsumen*, Lex Jurnalica, Vol.5, No.3, (August, 2008), p.175.

[12] Maslihati Nur Hidayati, *Op.Cit.*, p.173.

available after the parties have failed to resolve their dispute outside the court.[13]

Law No. 8/1999only regulates the main material in consumer protection efforts, therefore implementing regulations are needed that contain more details in the form of Government Regulations in order to implement the Law in question to protect the rights and obligations of consumers and business actors. Based on Presidential Decree Number 90 of 2001 concerning the Establishment of the CDRA or commonly referred to as the CDRA which is a mandate from Law No. 8/1999, the resolution of consumer disputes in community life can be resolved by an institution established by the government.[14]

One of the objectives of resolving consumer disputes outside the court is to reach an agreement on the type and amount of compensation given to consumers or to take certain actions to ensure that the losses experienced by consumers will not be repeated. The right choice to resolve consumer disputes is to use a different method from the courts required by Law No. 8/1999 because the solutions offered include solutions that are satisfactory to both parties.[15]

Article 23 of the Law No. 8/1999 explains that business actors may not refuse to fulfill compensation for consumer demands, if the business actor does not comply with the demands, the consumer can file a lawsuit against the business actor through the CDRA or the judicial body at the consumer's domicile. There are two important things in the Law No. 8/1999, namely:[16]

a. Law No. 8/1999 provides for the handling and resolution of consumer disputes through alternative resolution outside the courts or what is known as the CDRA.

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[13] Maslihati Nur Hidayati, *Ibid*., p.174.

[14] Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen*, Sinar Grafika, Jakarta, 2008. p.30.

[15] Agustinus Samosir, *Penyelesaian Sengketa Konsumen yang Dilakukan Badan Penyelesaian Perlindungan Konsumen*, Legal Standing Law Journal, Vol.2, No.2, (September, 2018), p.136-137.

[16] Yusuf Shofie, *Penyelesaian Sengketa Konsumen Menurut Undang-Undang Perlindungan Konsumen (UUPK): Teori dan Praktek Penegakan Hukum*, Citra Aditya Bakti, Bandung, 2003, p.40.

b. Settlement carried out by consumers and business actors can be done through the CDRA because it is a judicial institution that carries out actions and resolutions outside the judicial body.

The advantages of the CDRA are as follows:

a. This institution is considered to have a fast process, the CDRA is required to resolve consumer disputes within a maximum of 21 working days from the time the complaint is received, as regulated in Article 54 paragraph (3) of Law No. 8/1999. This provides a faster solution compared to resolving disputes through litigation.
b. Low cost and free, consumers can not be charged to resolve disputes through this institution. This makes this institution an affordable alternative dispute resolution, especially for consumers who have financial limitations.
c. Simple procedure, the dispute resolution process through this institution is considered more informal and easier for everyone to understand compared to court procedures. This makes it easier for consumers to file complaints without requiring the assistance of a legal representative.
d. Taking sides with consumers, as an institution created to protect consumer rights, the CDRA has a more pro-consumer approach, focusing on substantive justice.
e. Various settlement mechanisms, the CDRA provides a choice of settlement mechanisms, such as media, conciliation, or arbitration which allow flexibility in reaching an agreement between consumers and business actors.

However, it is not impossible that the CDRA does not have weaknesses. There are several weaknesses in this institution, such as:

a. Limited authority, the decision of this institution is final and binding, but its implementation often depends on the willingness of business actors. If business actors do not comply with the decision made by this institution, then consumers must file an execution to the court which requires additional time and costs.

b. The quality of human resources, not all members of this institution have sufficient legal understanding. This can affect the quality of decisions and the effectiveness of dispute resolution.

c. Limited scope of disputes, this institution only handles small or non-complex consumer disputes. For disputes involving large amounts or having complex issues, consumers often have to turn to the courts.

d. Lack of socialization and public awareness, many consumers are not aware of the existence or function of this institution, so this institution is not utilized optimally.

Limited facilities and funding, some Consumer Dispute Resolution Agencies in certain areas experience limited facilities and funding from the government which results in operational delay.

2. Effectiveness of Alternative Consumer Dispute Resolution

It has been explained in the Law No. 8/1999, the CDRA is an agency formed by the government, tasked with handling and resolving disputes between business actors and consumers, but the CDRA is not part of the judicial authority institution. The government formed the CDRA Level II to resolve consumer disputes outside the court, but the CDRA is not a court institution. If we look at Article 56 Paragraph (2) of the Law No. 8/1999, it seems to place the CDRA as the first-level decision-making institution, while the District Court is the appellate court. This is supported if the regulation also states that parties are given ample opportunity to file an appeal without having to see whether they are business actors or consumers. The objection referred to in Article 56 Paragraph (2) of the Law No. 8/1999 is none other than an appeal as regulated in the civil procedure law applicable in the General Court.

In order for the the CDRA decision to have the power of enforcement, the decision must be requested to determine the fiat of execution at the District Court in the place of residence of the aggrieved consumer. However, in reality, it is difficult to request a fiat of execution through the District Court for various reasons given by the District Court, such as:

a. The CDRA decision does not contain: "For the Sake of Justice Based on the Almighty God" so it is impossible for the decision to be executed:
b. There are no regulations or instructions on how to submit an application for execution against a the CDRA’s decision, so that the power of the the CDRA’s decision, which is final and binding, cannot fully guarantee legal protection for consumers.

The rules that support the CDRA's authority until now are only the Law No. 8/1999 and the Decree of the Minister of Industry and Trade Number 350/MPP/Kep/12/2001 concerning the implementation of the CDRA's duties and authorities. These two rules are still very limited, unclear and even contradictory in some situations. This situation will affect the strength of the products or output produced by the CDRA, the impact is that when the legal product is tested by the judiciary (court), the the CDRA's decision must be canceled due to a weak legal basis.

Talking about the effectiveness of the law means talking about the power of the law in regulating and forcing people to obey the law itself. If the factors that influence the law function optimally, then it can be said that the law is effective. The law or regulation will be effective if the community behaves as required by law to achieve the desired goals, then the effectiveness of the law or regulation must be achieved. From the statement above, if it is associated with the effectiveness of the CDRA as a consumer dispute resolution institution, then the institution can be said to be effective if:[17]

a. have good, complete, systematic legal instruments that do not conflict within a single system;
b. have adequate and well-maintained infrastructure, including adequate human resources;
c. the CDRA decisions can be respected and implemented properly;
d. supported by public awareness of rights and obligations as consumers.

[17] Hanum Rahmaniar Helmi, *Eksistensi Badan Penyelesaian Sengketa Konsumen dalam Memutus Sengketa Konsumen di Indonesia*, Jurnal Hukum Acara Perdata ADHAPER, Vol.1, No.1 (2015), p.81.

However, looking at several the CDRA decisions, there are indications of weak legal power, as shown by several previous cases that were overturned by the Supreme Court. Another conclusion from the cancellation of the CDRA decisions is that the CDRA is a quasi-judicial institution with an adjudication function, which is comparable to dispute resolution. Therefore, there are limits to the extraterritorial power of decisions, as well as the scope of its duties and authorities, which are regulated in the Law No. 8/1999. The limitations of consumer disputes are still not clearly regulated in the provisions of the Law No. 8/1999, the CDRA which has the authority to adjudicate disputes does not have the effective ability to do this job at all. One example is that the extraterritorial power of the CDRA decisions must still be requested for prior approval from the District Court.[18]

It can be said that the resolution of consumer disputes through the CDRA still has several notes such as:

a. some cases take longer due to administrative constraints, lack of the CDRA's members, or the complexity of the dispute;
b. limited operational budget for the CDRA from the government which can affect the quality of services, especially in areas with minimal facilities;
c. lack of socialization regarding the existence of CDRA so that many consumers do not know that this institution can resolve consumer disputes;
d. not all the CDRA members come from legal backgrounds so that legal competence is inadequate and the quality of decisions can vary, this raises concerns regarding consistency and fairness in decisions; and
e. In some cases, business actors refuse to comply with the decision so that consumers have to file for execution in court, a process which takes time and additional costs, thus contradicting the principle of efficiency.

[18] Rida Ista Sitepu dan Hana Muhamad, *Efektifitas Badan Penyelesaian Sengketa Konsumen (BPSK) sebagai Lembaga Penyelesaian Sengketa Konsumen di Indonesia*, Jurnal Rechten: Riset Hukum Dan Hak Asasi Manusia, Vol.3, No.2 (2021), p.12.

C. PENUTUP

Consumer dispute resolution through the CDRA is an important alternative in the consumer protection system in Indonesia. Based on an analysis of the advantages and disadvantages of the CDRA, as well as its effectiveness as a dispute resolution mechanism, several things can be concluded such as The dispute resolution process at the CDRA has a number of advantages, including fast resolution time (maximum 21 working days), low or free costs, simple procedures, consumer bias, and flexibility of mechanisms through mediation, conciliation, or arbitration. However, the main obstacles to the CDRA include limited authority, uneven quality of human resources, limited scope of disputes, lack of socialization to the community, and challenges in implementing decisions, especially if business actors do not comply. Dispute resolution through the CDRA is effective in providing fast, cheap, and simple solutions for consumers. However, its effectiveness is still influenced by a number of factors, such as lack of public awareness of the existence of the CDRA, limited infrastructure and funds, and the level of compliance of business actors with decisions.

For small or simple disputes, the CDRA can be a more efficient alternative resolution than the courts. However, for disputes involving large amounts or more complex issues, the CDRA has not been fully able to provide adequate solutions. To improve the effectiveness of the CDRA, a number of strategic steps need to be taken, such as increasing human resource capacity, adequate budget allocation, strengthening regulations to ensure compliance with decisions, and more intensive socialization to the community. In conclusion, the CDRA is an important alternative for resolving consumer disputes in realizing better consumer protection in Indonesia. With various improvements, the CDRA can become a more reliable, efficient, and effective mechanism in resolving consumer disputes.

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