



MEASURING THE EFFECTIVENESS OF CONSUMER DISPUTE RESOLUTION ON SMALL VALUE E-COMMERCE TRANSACTION

Mosgan Situmorang

Badan Riset dan Inovasi Nasional, Jakarta

Email: mosgansit@yahoo.com

Paper received on: 10-10-2022; Revised on: 23-11-2022;

Approved to be Published on: 29-11-2022

DOI: <http://dx.doi.org/10.30641/dejure.2022.V22.537-550>

ABSTRACT

The development of very advanced information technology has changed the pattern of trade carried out by the community. Buying and selling are no longer only carried out directly with the meeting of sellers and buyers in certain places, but can be performed from anywhere with the help of information technology. E-commerce or trade conducted online is growing very rapidly from day to day and has become a lifestyle for people, especially in urban areas. In addition to having a positive impact, e-commerce also has a negative impact, because the laws governing it have not developed as fast as these trading practices. One of the problems is related to the existing settlement institutions. Existing institutions are seen as not being able to properly accommodate consumer disputes that arise. The dispute resolution available is considered conventional and has not accommodated disputes that arise, especially for claims of small value, which make up the majority of the online trading section. In connection with the above description, a research was conducted. The question in this study is how effective is the dispute resolution agency currently available, especially for e-commerce disputes of small value. This research was conducted with a normative juridical method. From the results of the study it can be concluded that the existing dispute resolution institutions cannot be said to be effective, especially in consumer disputes of small value, adequate dispute resolution for claims of small value arising from online buying and selling. From the results of the research, recommendations are given to form existing dispute resolution institutions, especially BPSK, to increase their role and capacity so that they can accommodate small-value disputes quickly and at low cost.

Keywords: e-commerce; consumer dispute; online

INTRODUCTION

Along with the rapid development of human civilization in all respects and supported by very fast technological advances, especially in information technology, it has changed the way humans conduct transactions and business. Conventional buying and selling which is carried out directly through seller and buyer meetings can now be done via the internet which is called online buying and selling or e-commerce. Buying and selling transactions are carried out through electronic media with the internet network or also known as e-commerce. Electronic commerce (e-commerce) is the process of buying and selling products, services, and information using computer networks. E-commerce basically prioritizes the use of the internet, the World Wide Web, and applications on smartphones. The presence of computer-based technology and

internet networks has made business actors buy and sell without being limited by space and time. With e-commerce, sellers and buyers do not need to meet face-to-face to carry out transactions.

According to Black's Law Dictionary, e-commerce is the activity of electronically buying or selling goods and services through online consumer services on the Internet.¹ Meanwhile, according to Article 1 point 2 of Government Regulation Number 80 of 2019 Concerning Trading Through Electronic Systems, trading through electronic systems, hereinafter abbreviated as PMSE, is trading in which transactions are carried out through a series of electronic devices and procedures.² E-commerce

- 1 Bryan A Garner, Tiger Jackson, and Jeff Newman, eds., *Black's Law Dictionary*, 9th ed. (Dallas: West Publishing Co., 2009), 589.
- 2 *Peraturan Pemerintah Republik Indonesia Nomor*

or online buying and selling has caused the way of doing business to change drastically because it has changed habits that prioritize meeting buyers and sellers in person and paying in cash to buying and selling with the help of the internet and cashless payments.

Today's e-commerce business has achieved very fast progress. The amount of Indonesian e-commerce transactions always increases every year due to the presence of digital-based applications or services to meet the needs of the community as well as the increasing number of users of computer and information technology. The Minister of Trade, Muhammad Lutfi, said that e-commerce transaction trade in Indonesia in 2021 is expected to increase significantly, both in terms of trade value and the total transaction volume. According to Muhammad Lutfi, the market share of e-commerce in Indonesia has reached 45 percent compared to other ASEAN countries. In 2021, e-commerce transactions in Indonesia are estimated to reach IDR 354.3 trillion, an increase of 33.11% per year. This was stated by the Minister of Trade Muhammad Lutfi in a Hearing Meeting with Commission VI, on Monday (23/8/2021).³

The development of the current online trading system in addition to having positive impacts on economic development, sometimes has negative impacts, especially in the context of consumer protection. In general, the position of consumers is more vulnerable when dealing with sellers, so regulations are made to protect them. Universally, the purpose of the law is to provide protection to the community. Law Number 8 of 1999 concerning Consumer Protection has actually regulated consumer protection. However, the law was made at a time when e-commerce trading methods were not yet developed so they did not regulate electronic transactions adequately. This has an impact on

the lack of protection for consumers who conduct electronic transactions, even though consumer protection is a universal issue. In regards to this Harland said: *“Consumer protection is thus seen as not concerned solely with promoting economic efficiency (though this is an important aspect of it), but as ultimately concerned with issues of social justice and human rights.”* Under the heading *“General Principles,”* governments are urged to *develop, strengthen, or maintain a strong consumer protection policy.*⁴

In general, consumers are understood as final consumers, namely people who will only use products, either in the form of goods or services where the goods will be used alone and not resell to other parties. Transactions through e-commerce are not specifically regulated in the Consumer Protection Law. The regulation that can be used as a legal basis to regulate the implementation of electronic transactions is the Information and Electronic Law, namely Law Number 11 of 2008 which has been amended by Law Number 19 of 2016 concerning Information and Electronic Transactions. Protection for consumers using e-commerce can be found in Government Regulation No. 71 of 2019 concerning Electronic Operations. In Article 22 of the Government Regulation of the Republic of Indonesia Number 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, it is stated that the operator is obliged to provide an electronic track record. The track record is carried out to carry out law enforcement, dispute resolution, verification, testing, and other examinations.⁵ If the electronic operator does not provide an electronic track record, the person concerned may be subject to a maximum imprisonment of 5 years. In order to make the implementation of E-Commerce stronger, the government has also issued Government Regulation Number 80 of 2019 concerning Trade Through Electronic Systems and Minister of Trade Number 50 of 2020 Concerning Business Licensing,

80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik (Indonesia, 2019), <https://peraturan.bpk.go.id/Home/Details/126143/pp-no-80-tahun-2019>.

3 Yanwardhana Emir, “Wow! Nilai Transaksi E-Commerce RI Diprediksi Rp 354,3 T,” *CNBC News*, last modified 2021, <https://www.cnbcindonesia.com/tech/20210823150808-37-270509/wow-nilai-transaksi-e-commerce-ri-diprediksi-rp-3543-t>.

4 H Matnuh, “Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia,” *Journal of Consumer Policy* 44, no. 3 (2021): 483–495, <https://doi.org/10.1007/s10603-021-09487-z>.

5 *PERATURAN PEMERINTAH REPUBLIK INDONESIA NOMOR 71 TAHUN 2019 TENTANG PENYELENGGARAAN SISTEM DAN TRANSAKSI ELEKTRONIK* (Indonesia, 2019), <https://jdih.kemenkeu.go.id/FullText/2019/71TAHUN2019PP.pdf>.

Advertising, Guidance, and Supervision of Business Actors in Trading Through Electronic Systems (PMSE).

When consumers buy a product through an online shopping system, some unavoidable risks may occur and must be accepted by the consumer concerned. These risks can be in the form of fraud, for example in virtual stores where consumers make transactions are fictitious stores, there are delays in sending goods to consumers, there is damage/defect in the goods sent, the condition of the goods sent, and received does not match what is offered on the internet, and many other things that can happen. In the trading system, in general, consumers or buyers are the parties who suffer losses more often, therefore the government tries to protect consumers. Based on these reasons, the government tries to provide protection to consumers as regulated in Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law). The right to obtain advocacy, protection, and efforts to resolve consumer protection disputes properly is regulated in Article 4 point 5 of the Consumer Protection Law.

The possibility of disputes arising between the parties, namely the seller and the buyer, in traditional and online buying and selling transactions is always there. There are times when disputes can be easily resolved through direct deliberation by the parties, but often other parties must also be involved in the resolution efforts. The path that can be taken by the parties is through the courts which is generally referred to as litigation or it can also be done by non-litigation (out of court), namely with the help of BPSK ('Badan Penyelesaian Sengketa Konsumen' Consumer Dispute Settlement Body) as regulated in the Consumer Protection Law and Government Regulation Number 80 of 2019. Non-litigation methods can be pursued in many ways, for example through Conciliation of Expert Assessment, Arbitration Body, Mediation, and other methods which generally can be categorized as Alternative Dispute Resolution (ADR) in accordance with Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Some of these institutions are established by the private sector and some are established and operated by the government.

Director General of Consumer Protection and Trade Order (PKTN) Veri Anggrijono

said that in 2021 there were 9,393 consumer complaint services. This number increased 10 times compared to the previous year, which was 931 complaint services. "A total of 95.3 percent or 8,949 consumers made complaints in the electronic commerce (e-commerce) sector. The number of complaints in this sector is in line with the intensification of consumer electronic transactions during the Covid-19 pandemic," Veri explained in a statement, Friday (1/7/2022).⁶ Of the 535 complaints received by YLKI (Indonesian Consumers Foundation) in 2021, the complaint profile was dominated by online loan complaints (pinjol) which reached 22.4%. Meanwhile, the other 10 biggest complaints were complaints about online shopping at 16.6%, banks at 15.9%, telecommunications at 11.4%, leasing at 6.0%, housing at 4.9%, electronic money at 3.2%, package at 3.2%, electricity at 1.7%, and insurance at 1.5%.⁷

The problem at this time is that the dispute resolution has not been able to fulfill the sense of justice in society, whether carried out through courts or litigation or carried out outside the court, namely through the consumer dispute settlement body or BPSK. In addition, the costs required are still considered quite large compared to the value of the disputed claim because generally, the sale and purchase value that is the subject of the dispute only ranges from tens of thousands to hundreds of thousands. In a study conducted by Anita Afriana and Efa Laela Fakhriah, in 2019, it was stated that the form of consumer dispute resolution in Indonesia consists of several forms or is pluralistic and in general, has not been effective.⁸ In another study conducted by H. Matnuh, it was stated

6 *Kemendag Catat Pengaduan Konsumen 2021, E-Commerce Kembali Mendominasi* (Jakarta, 2022), <https://ditjenpktn.kemendag.go.id/siaran-pers/kemendag-catat-pengaduan-konsumen-2021-e-commerce-kembali-mendominasi>.

7 Yati Rahmi, "YLKI Terima 535 Pengaduan Sepanjang 2021, Jasa Keuangan Mendominasi," *Bisnis.Com*, last modified 2022, accessed June 20, 2022, <https://finansial.bisnis.com/read/20220107/90/1486477/yliki-terima-535-pengaduan-sepanjang-2021-jasa-keuangan-mendominasi>.

8 Efa Laela Fakhriah and Anita Afriana, "Understanding the Plurality of Consumer Dispute Resolution in Indonesia: A Comparative Study with Singapore," *Yuridika* 34 (2019).

that in general the available solutions were not yet effective. Therefore, it is recommended to change the BPSK decision to be final and binding, meaning that cancellation cannot be requested bto the District Court by considering the value of the claim.⁹ Another study was carried out by Raplin Jauhari and friends in 2020 which concluded that legal protection for consumers for seller mistakes has not been fulfilled and the seller's obligations are only limited to providing compensation or replacing goods according to their value.¹⁰ Based on the description above, the question in this study is how effective are the current consumer dispute resolution institutions in resolving disputes that arise in online buying and selling of -small value. In this study, the novelty obtained is that there is dispute resolution that must be done entirely online, from dispute registration to examination of the submission of decisions and implementation of decisions or executions as well as fast and very affordable costs.

RESEARCH METHOD

This study uses a normative legal research method with a statute approach and a conceptual approach. This research was conducted by examining materials sourced from various kinds of laws and regulations and other materials from various literatures. In this regard, the types of data used in this study are secondary data originating from primary legal sources and secondary legal sources. Some of these data include the Consumer Protection Law, the Information and Electronic Transactions Law, Law Number 30 of 1999, Government Regulation Number 80 of 2019, Minister of Trade Regulation Number 50 of 2020, Minister of Trade Regulation Number 72 of 2020, books, journals, news, and other written works related to consumer protection and dispute resolution issues. The data referred to are obtained by using library research data collection techniques, the existence of which

will be analyzed using qualitative descriptive techniques.

DISCUSSION AND ANALYSIS

1. Characteristics of Today's E-commerce

The trading system by utilizing internet facilities hereinafter referred to as e-commerce, has changed the face of business in Indonesia. Apart from being caused by the development of information technology, e-commerce was born on the demands of the community for fast, easy, and practical services through the internet, the community has wider space in choosing products (goods and services) to be used, of course with various qualities and quantities according to what you want.¹¹

In the last five years, the use of information and communication technology in Indonesia has shown rapid development. The development of several indicators of its utilization in Indonesia shows the most rapid development seen in internet usage in households which reached 78.18 percent. The growth of internet use in households is also followed by the growth of the population using cellular phones in 2020 reaching 62.84 percent. In 2020, household computer ownership increased to 18.83 percent. The population using the internet also experienced an increase during the 2016-2020 periods, as indicated by the increase in the percentage of the population accessing the internet in 2016 by around 25.37 percent to 53.73 percent in 2020. On the other hand, fixed wireline telephone ownership in households has decreased from year to year, in 2016 the percentage of households owning/controlling fixed-line telephones was around 3.49 percent, dropping to 1.65 percent in 2020.¹²

Indonesia is one of the countries with the largest population of internet users in the world. According to the We Are Social report, there were 204.7 million internet users in the country as of January 2022. That number increased slightly by 1.03% compared to the previous year. In January 2021, the number of

9 Matnuh, "Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia."

10 N.M. Jauhari, R., Kasim and N. M Wirasaputri, "Legal Protection Of Consumers Due To Default In Online Buying And Selling Transactions," *Estudiante Law Journal 2* (2020): 53–71.

11 Yahya Ahmad Zein, *Kontrak Elektronik Dan Penyelesaian Sengketa Bisnis E-Commerce* (Bandung: Mandar Maju, 2009), 3.

12 "Statistik Telekomunikasi Indonesia 2020," last modified 2021, <https://www.bps.go.id/publication/2021/10/11/e03aca1e6ae93396ee660328/statistik-telekomunikasi-indonesia-2020.html>.

internet users in Indonesia was recorded at 202.6 million. The trend of number of internet users in Indonesia has continued to increase in the last five years. When compared to 2018, currently the number of national internet users has jumped by 54.25%. Meanwhile, the internet penetration rate in Indonesia reached 73.7% of the total population at the beginning of 2022. Indonesia's total population was recorded at 277.7 million people in January 2022. In 2018 the internet penetration rate in the country only reached 50% of the total population. This means that the national internet penetration rate has increased quite rapidly in recent years.¹³

In connection with the increase in trading via the internet in Indonesia, the government has issued Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems. This regulation is the legal basis for the implementation of PMSE or E-Commerce in Indonesia which contains arrangements for parties conducting PMSE, PMSE requirements, PMSE implementation, obligations of business actors to dispute resolution and guidance and supervision. In Article 3 of the Government Regulation it is stated that in carrying out PMSE, the parties must pay attention to the principles of good faith, prudence, transparency, trustworthiness, accountability, balance, fairness and health. As a follow-up to the Ministerial Regulation concerning PMSE, the government through the Minister of Trade also issued further regulations, namely, Minister of Trade Regulation Number 50 of 2020 concerning Business Licensing, Advertising, Guidance and Supervision of Business Actors in Trading Through Electronic Systems (PMSE). In Article 39 (1) in the event that the results of the supervision referred to in Article 33 are found to have violated the provisions for the implementation of PMSE, Business Actors who commit violations are subject to administrative sanctions by the Minister.¹⁴

13 Cindy Mutia Annur, "Ada 204,7 Juta Pengguna Internet Di Indonesia Awal 2022," last modified 2022, <https://databoks.katadata.co.id/datapublish/2022/03/23/ada-2047-juta-pengguna-internet-di-indonesia-awal-2022>.

14 *Peraturan Menteri Perdagangan Nomor 50 Tahun 2020 Tentang Ketentuan Perizinan Usaha, Periklanan, Pembinaan, Dan Pengawasan Pelaku Usaha Dalam Perdagangan Melalui Sistem Elektronik* (Indonesia, 2020), <https://peraturan>.

The food, beverage, and groceries group is the type of goods/services that is sold the most via the internet in 2020, the total business selling these goods/services is 40.86 percent of the total businesses that are sampled for e-commerce. The type of goods/services that are mostly sold in the second place is fashion with the proportion of businesses that sell as much as 20.71 percent. The third place, is the type of goods/services for household needs, as many as 10.30 percent of businesses sell these goods/services.¹⁵

The majority of e-commerce businesses (78.72 percent) in almost all business fields, use Cash on Delivery (COD). About a third of e-commerce businesses with a workforce of 20-29 people and more use this method more often than other payment methods. COD is done by paying the order in cash at the point of purchase using cash or paying when the order arrives at the destination. The next most frequently used payment method is payment by bank transfer, either via ATM, internet banking, or mobile banking, which is 16.33 percent. More than half of e-commerce businesses with a workforce of 100 and more use this method the most.¹⁶

The results of the data collection showed that e-commerce business actors are non-formal e-commerce businesses, with the following characteristics:

- The majority use instant messaging and social media as sales media;
- The majority of education of the person in charge/business owner is high school;
- Value of total revenue and value of e-commerce revenue below 300 million rupiahs;
- The majority of businesses do not have financial statements;
- The most frequently used payment method is Cash on Delivery (COD) or payment in cash;
- Direct shipping is the most frequently used shipping method.
- The area of delivery of goods is still on

bpk.go.id/Home/Details/160273/permendag-no-50-tahun-2020.

15 Kusumatriana, Adam Luthfi et al., *Statistic E-Commerce 2021*, ed. Dini Arifatin et al. (Jakarta: Badan Pusat Statistik, 2021), 20.

16 *Ibid.*, 22–23.

the same island as the domicile of the business.¹⁷

From the data above, it can be seen that most e-commerce or online buying and selling are of small-value. Although it is not explicitly stated what the average transaction value is in a sale and purchase, from the payment system that is mostly made with COD or cash, the transaction is not too big or small.

Online buying and selling makes it easier for transactions to be carried out, buying and selling can be done more quickly and efficiently, especially in the food buying and selling sector and transportation services, for example through the Gojek and Grab applications. This convenience is certainly supported by a very advanced information technology system at this time. Along with the many benefits and advantages obtained by both consumers and sellers, online buying and selling is also not free from problems, for example regarding the suitability of the goods ordered by the buyer and what he gets. Broadly speaking, several problems occur in the online buying and selling transaction process, namely:¹⁸

1. Consumers cannot directly identify, see, or touch the goods to be ordered.
2. Unclear information about the products offered and/or there is no certainty whether the consumer has obtained various information that deserves to be known, or that should be needed to make a decision in the transaction.
3. The unclear status of legal subjects of business actors.
4. There is no guarantee of transaction security and privacy as well as an explanation of the risks associated with the system used, especially in terms of electronic payments either by credit card or electronic cash.
5. Unbalanced risk imposition because generally for buying and selling on the internet, payment has been paid in advance by the consumer, while the goods are not necessarily received or will follow later because the existing guarantee is a guarantee of delivery of goods that is not

17 Ibid., 11.

18 Farizal F Kamal, *Cyber Business*, 3rd ed. (Jakarta: Elex Media Komputindo, 1999), 81.

accepted.

6. Borderless transactions raise questions about the legal jurisdiction of which country should be carried out.

In fact, although many problems arise and occur in online buying and selling transactions, this does not stop consumers from shopping through online transactions.

Disputes or conflicts are essentially a form of actualization of a difference and/or conflict between two or more parties.¹⁹This means that the dispute is a continuation of the conflict. A conflict will turn into a dispute if it cannot be resolved. Conflict can be interpreted as “contradictory” between the parties to resolve problems which if not resolved properly, can disrupt the relationship between them. As long as the parties can resolve the problem properly, the dispute will not occur. However, if the opposite occurs, the parties cannot reach an agreement on a solution to the problem. Thus, disputes arise.²⁰ According to Article 4 of the Minister of Trade Number 72 of 2020 concerning the Consumer Dispute Settlement Agency, Consumer Disputes are disputes between Business Actors and Consumers who demand compensation for damage, pollution, and/or suffer losses as a result of consuming goods and/or utilizing services produced or traded.²¹

Many researchers note that online consumers should be guaranteed adequate protection equal to the protection provided to offline consumers. They have revealed that the problems that most warrant the attention of online consumers are the anonymity of sellers who are difficult to trace, the inability of consumers to inspect products and labels, and barriers to resolving disputes.²²

19 Bambang Sutiyo, *Penyelesaian Sengketa Bisnis: Solusi Dan Antisipasi Bagi Peminat Bisnis Dalam Menghadapi Sengketa Kini Dan Mendatang* (Yogyakarta: Citra Media, 2006), 3.

20 Rachmadi Usman, *Pilihan Penyelesaian Sengketa Di Luar Pengadilan*, 2nd ed. (Bandung: Citra Aditya Bakti, 2013), 3.

21 *Peraturan Menteri Perdagangan Nomor 72 Tahun 2020 Tentang Badan Penyelesaian Sengketa Konsumen* (Indonesia, 2020), <https://peraturan.bpk.go.id/Home/Details/160335/permendag-no-72-tahun-2020>.

22 M J Taylor et al., “Skills Required in Developing Electronic Commerce for Small and Medium Enterprises: Case-Based Generalization Approach,” *Elsevier* 3 (2004): 253–256.

The position of consumers as a weak party is also recognized internationally, in the resolution of the United Nations general assembly on consumer protection guidelines it is said “by taking into account the interests and needs of consumers in all countries, especially developing countries, recognizing that consumers often face imbalances in terms of economy, education level, and bargaining power.²³ Bearing in mind that consumers must have the right to access non-hazardous products and the right to promote just equitable, and sustainable economic and social development.” The 1985 consumer protection guidelines state that consumers everywhere, from all nationalities, have certain basic rights regardless of their social status.

Problem solving will usually be carried out by the seller and buyer directly or by involving the service provider concerned in the transaction. This direct dispute settlement is in accordance with the Article 27 PP Number 80 of 2019 which states (1) Business Actors are required to provide complaint services for Consumers. (2) The complaint service as referred to in paragraph (1) at least includes: a. complaint address and contact number; b. consumer complaint procedures; c. complaint follow-up mechanism; d. officers who are competent in processing complaints services; and e. Complaint settlement period. however these settlements often do not satisfy the buyer.²⁴

One of the factors driving the advancement of buying and selling transactions and the economy is the availability of an effective and easily accessible form of dispute resolution. In resolving consumer disputes for online buying and selling, especially for those with small transaction values, it turns out that the development is not as fast as the development of online buying and selling. In general, the existing settlements are still conventional in nature and are regulated in the regulations made before e-commerce developed rapidly. In the following discussion, the available forms of the settlement will be described along with legal aspects and problems in practice.

When observed online buying and selling that takes place in the community today is still based on mutual trust between sellers and consumers. Matters related to safety in transactions involving the payment system, misuse of consumer data, quality of goods to be received, timeliness, dispute resolution procedures, and claims for losses suffered by consumers, have not become consumer concerns. This is especially true for consumers who make transactions with small nominal values and buy daily necessities such as food and drinks using available applications such as Gojek, Grab, and Shopee.

2. Available Settlement Bodies

a. BPSK

Article 45 Paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law) states that any harmed consumer can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general court environment.²⁵ Whereas in Article 72 of Government Regulation Number 80 of 2019 paragraph (1) it says that in the event of a dispute in PMSE, the parties can resolve the dispute through the courts or through other dispute resolution mechanisms. In paragraph (2) it is stated that PMSE dispute resolution as referred to in paragraph (1) can be held electronically (online dispute resolution) in accordance with the provisions of laws and regulations. In paragraph (3) it is stated that in the event of a dispute between Domestic Business Actors and Consumers, Consumers can sue Business Actors through the Consumer Dispute Settlement Agency (BPSK) or submit to the judiciary at the Consumer’s domicile.²⁶

Based on the provisions on online buying and selling, there are several forms of dispute resolution that can be taken by the parties, one of which is dispute resolution through legal channels or litigation which is the final measure or the *Ultimum Remedium* or the last method taken if other methods do not work, such as deliberation

23 Johanes Widijantoro, “Private Sector Ombudsman and Strengthening Consumers’ Access to Justice: The Experience From Yogyakarta,” *Sociology Study* 2 (2012): 570.

24 *Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik*.

25 *Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen* (Indonesia, 1999), <https://peraturan.bpk.go.id/Home/Details/45288/uu-no-8-tahun-1999>.

26 *Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik*.

and negotiations. What is meant by the institution in charge of resolving consumer disputes in this case is BPSK. The existence of this Consumer dispute settlement body is regulated in article 49 of the Consumer Protection Law and Regulation of the Minister of Trade number 72 of 2020 concerning BPSK. The government, in this case the governor, forms a consumer dispute settlement agency in the Level II Region or district/city.

In Article 23 of the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection (Consumer Protection Law) it is stated that business actors who refuse and/or do not respond and/or do not provide compensation for consumer demands will cause consumer disputes and can be sued. The fact that exists in the community is that consumers tend to just accept the losses they experience caused by the mistakes of business actors and respond to them as bad experiences. The basic reason is profit and loss or cost and benefit. If the consumer in this case suffers a loss, resolve it through legal channels, for example through the courts or other available institutions such as the Consumer Dispute Resolution Agency. Consumers think that they will experience greater losses if they file a compensation claim.

BPSK's decision is final and binding as regulated in article 54 paragraph (3). Final means that there is no longer any legal action in the form of an appeal or cassation against the decision, while binding means that the decision is binding on the parties and must be carried out in good faith, even though one of the parties is not satisfied with the decision. However, with the final and binding BPSK decision, it cannot be fully implemented because based on article 56 paragraph (2) it is stated that an objection can be submitted to the district court no later than fourteen days from the notification of the decision.

The possibility of reviewing the BPSK decision by the court based on article 56 above resulted in the BPSK decision being weak. The losing party may use this clause to not immediately implement the decision. This of course can harm the winning party, in this case, the consumer because the person concerned cannot immediately enjoy his victory in the form of compensation. The procedural law

used in filing an objection is the civil procedural law applicable in the district court, the same as civil cases in general, which usually take a long time and cost a lot of money. This is of course very unprofitable for consumers, especially if the value of the lawsuit or claim is small. In addition, until now no rule regulates the procedure for filing an objection to the BPSK decision. At this time, what already exists is the procedure for filing an objection to the arbitration award made by BPSK in accordance with Supreme Court Regulation No. 1 of 2006 concerning Procedures for Submitting Objections Against the Decisions of the Consumer Dispute Settlement Agency. This is regulated in article 2.

Based on article 57, before BPSK decision is implemented, it must first be applied for and must be asked for fiat execution by the district court. This will also slow down the implementation of the said BPSK decision.

Settlement of disputes between consumers and business actors can be done in court (litigation) and out of court (non-litigation). Settlement through litigation institutions is often seen as an inefficient method in terms of time, cost, and effort so settlements through non-litigation institutions are preferred by the public. However, the court remains the last resort if the out-of-court process is deemed unsatisfactory.²⁷

Besides being able to examine consumer disputes directly by the consumer dispute examining panel, BPSK can also conduct mediation, conciliation, and arbitration. However, it is not explained what the meaning of the three alternative forms of dispute resolution above is. An explanation of this can be found in the Decree of the Minister of Industry and Trade No. 350 of 2001 concerning the Duties and Authorities of BPSK. Article 6 Decree No. 350/MPP/Kep/12/2001 concerning the Consumer dispute settlement body states that the decision issued by BPSK can be in the form of reconciliation, the claim is rejected, or the lawsuit is granted.

The problem in resolving disputes through ADR is that in general, the settlement of this model can only be carried out if there is an agreement between the parties. The parties must both agree

27 Aries Kurniawan, "Peranan Badan Penyelesaian Sengketa Konsumen Dalam Penyelesaian Sengketa Konsumen," *Kompas*, 2008.

to choose one of the available forms of ADR. In addition, there is still the possibility that one of the parties will renege on the agreement that has been agreed in the ADR process because the agreement does not have executive power.

b. Litigation

Dispute resolution through courts or litigation is a process undertaken by the parties in an effort to resolve their disputes through a district court. There are several weaknesses that justice seekers still often complain about when going through litigation, such as the relatively long settlement time and sometimes having to spend quite a lot of money to pay for a lawyer. In this way, sometimes the costs incurred are not proportional to the claims won, as if to get a goat, you have to lose a buffalo.

Several types of civil disputes especially dispute with a small amount of material loss, require a quick and simple settlement, but still require binding legal force to be obtained from the results of the settlement in the form of a judge's decision. Therefore, the Small Claims Court (SCC) concept which was originally born from the common law system was adopted in Indonesia and used to settle simple claims.²⁸

The Supreme Court of the Republic of Indonesia has issued a PERMA regarding the Small Claims Court. Based on the Regulation of the Supreme Court of the Republic of Indonesia Number 4 of 2019 concerning Amendments to the Regulation of the Supreme Court Number 2 of 2015 concerning Procedures for Settlement of Simple Lawsuits, what is meant by Settlement of Simple Lawsuits is the procedure for examination in a court of civil lawsuits with a material claim value of at most Rp. 500,000,000.00 (five hundred million rupiahs) which is settled with simple procedures and proofs. A simple lawsuit is filed against a case of breach of contract and/or an act against the law with a simple settlement time of no later than 25 (twenty-five) days from the day of the first trial. Based on this description, it can be said that for certain cases, dispute resolution through the courts is not efficient enough, both in terms of settlement time and unpredictable case costs.

Especially for simple disputes where the value of the lawsuit is small, dispute resolution through the courts is considered not proportional to the value of the losses suffered.

In the Consumer Protection Law, one of the efforts to resolve disputes is through litigation, but in fact, the settlement method through the small claim court scheme is not sufficient for the settlement of online buying and selling disputes. With the value of the dispute that only ranges from tens or hundreds of thousands of online transactions, it is not worth the costs incurred and the efforts made by the aggrieved party or the buyer. The buyer or in this case the aggrieved party will not file a lawsuit to the court for compensation whose value is very small when compared to the efforts made. Based on this, it can be said that litigation is not the best choice in resolving consumer disputes of low-value arising from online buying and selling activities carried out by the community in everyday life.

The form of litigation dispute resolution is something that is not cheap. Especially if the dispute that occurs is a dispute that can only be resolved on a prolonged basis. Conventional settlement is not the best choice, because the parties must meet face to face even though the distance between the parties is quite far and in some cases different countries. With the development of advances in internet technology today, human relations have become much easier. Long-distance communication that can span kilometers can be carried out without significant obstacles in today's era. This communication or relationship can be done through the internet. So that legal jurisdictions between countries can be achieved through more effective and efficient implementation without having to do face-to-face meetings

c. ADR

According to Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, ADR is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely out-of-court settlement utilizing consultation, negotiation, mediation, conciliation, or expert judgment. Settlement of online buying and selling disputes, which generally have low-value, is by non-litigation or referred to as Alternative Dispute Resolution (ADR).

28 Anita Afriana and An An Chandrawulan, "MENAKAR PENYELESAIAN GUGATAN SEDERHANA DI INDONESIA," *Jurnal Bina Mulia Hukum* 4 (2019): 55.

In general, dispute resolution carried out outside the court can only be done if there is an agreement between the parties. Some of these settlements are adjudication and some are a negotiation. It is adjudication if the final result of the process is in the form of a decision as contained in the arbitration process. Negotiating if the end result is an agreement as in mediation. This has also been adopted in the provisions applicable in Indonesia as described above.

This form of settlement is also not adequate in the context of online buying and selling or e-commerce with small transaction values, this is because in general, the disputes that arise are due to the seller's failure to fulfill complaints from buyers due to losses or dissatisfaction they experience. Based on this, a more suitable dispute resolution is through an adjudication consumer dispute settlement body such as consumer tribunals in other countries. Besides BPSK, several institutions can become a forum for dispute resolution, namely consumer protection institutions such as YLKI, one of whose activities is to fight for consumer rights. Protection of consumers of financial services as regulated in the Regulation of the Financial Services Authority No. 1 of 2013 concerning Consumer Protection for Financial Services which specifically resolves consumer complaints against financial service companies. In addition, there are several other institutions, for example, the Indonesian Capital Market Arbitration Board, the Indonesian Insurance Mediation Agency, the Indonesian Company Mediation Board, and the Indonesian Banking Dispute Settlement Alternative Agency.

3. *Online Consumer Tribunal*

UNCTAD Secretariat, E-Commerce and Development Report (2003) provides a definition of Online Disputes resolution "When ADR (Alternative Dispute Resolution) takes place using computer-mediated communications in the online environment, it is often referred to as ODR." The Ministry of Trade defines Online Dispute Resolution (ODR) is an alternative dispute resolution (non-litigation) that uses online communication with computer media.²⁹

29 "Perkembangan Online Dispute Resplution (ODR) Di Indonesia," accessed November 2, 2022, <https://pshk.or.id/dokumen/8082>.

Based on this understanding, it can be defined that the Online Consumer Tribunal is a non-litigation consumer dispute resolution mechanism in which all settlement mechanisms are internet-based.

There are a number of conditions that should be applied in a consumer dispute settlement body, namely accessibility, fairness, and effectiveness.³⁰ Accessibility talks about how an institution can be accessed easily, in terms of distance and time. Accessibility also speaks of affordability in the sense that it is not only reached by visiting directly but also by how the institution can be contacted using available communication tools. In the context of consumer dispute resolution where the transaction value is small, accessibility can be defined if it can be easily contacted online. This is very appropriate and in line with the way buying and selling are done online

Fairness is about a sense of justice and openness, thus this is certainly a very important issue that must be applied by the dispute resolution body. Law aims to create justice in society. Dispute resolution that is perceived as fair will create comfort and trust in the government. A credible dispute resolution body will also lead to a good economy and increased trade transactions in the community.

Effectiveness is how a fair decision can be really felt by the winner as soon as possible, to achieve this requires a system that is not long-winded and not too much procedural and formality. In the process of a dispute starting from the registration of a dispute, the submission of evidence, and the giving of a decision and execution must be carried out quickly and in a measured time.

The existing BPSK is actually a bit similar to the Consumer Tribunal model that exists abroad, which in concept is adjudicative. This institution can be developed into a modern institution and can keep up with the times of the government. This is because basically BPSK is an adjudication institution like a court but its elements are a combination of the three components that represent consumers, business actors, and the government. However, even though it is adjudicative, BPSK is a bridge between the simple and flexible ADR (Alternative Dispute Resolution) mechanism and the court mechanism which has the

30 Al Wisnubroto, "Alternatif Penyelesaian Sengketa Konsumen Butuh Progresivitas," *Hukum Online*, last modified 2009, <https://www.hukumonline.com/berita/a/alternatif-penyelesaian-sengketa-konsumen-butuh-progresivitas-hol20267?page=all>.

executive authority of BPSK located in each City/Regency. If implemented properly, at least BPSK has met the principles of good management of dispute resolution bodies.

The procedure for resolving consumer disputes is fairly simple, disputing consumers and business actors can directly come to BPSK by bringing a dispute resolution request, filling out a complaint form, and bringing all supporting files or documents needed for the complaint, and can also make complaints via the internet. The evidence includes, among other things, identity cards or other identity cards as well as proof of litigation transactions at BPSK that is not charged, because it is borne by the Regional Budget

One of the weaknesses of BPSK at this time is that it is still carrying out conventional examinations, even though online disputes resolution has been mandated in Government Regulation Number 80 of 2019, but for some reason this has not been accommodated in the Minister of Trade Regulation Number 72 of 2020 concerning BPSK, so that its implementation technically does not yet have a strong legal basis and rules. In practice, BPSK has actually received registrations or complaints via the internet, but the settlement is still face-to-face. According to the Ministry of Trade, the development of the ODR system in Indonesia is still in its early stages. PKTN Directorate General, Ministry of Trade has developed an online consumer complaint system through several channels, especially through the SIMPKTN portal. These complaints will be followed up by the relevant Ministries/Institutions according to their authority. In the event of a dispute, the resolution can be facilitated by BPSK, currently the acceptance of consumer complaints is online-based, but the settlement of consumer disputes still uses a face-to-face mechanism.³¹

The cases handled by BPSK are still relatively small when compared to consumer complaints that occur every day, especially for disputes that arise in e-commerce whose transactions are mostly of low-value. In 2020 there were 17 million e-commerce consumers in Indonesia and then in 2021 it will increase to 32 million with a transaction value of 401 trillion rupiahs.³² Based on the data above, you

can imagine how many consumer disputes occur every day. According to the performance report of the Directorate of Consumer Empowerment, only 2,942 complaints were received by the Directorate of Consumer Empowerment in 2021 with an active BPSK percentage of 56.75%.³³

Along with the development of technology, an online dispute resolution mechanism is a must. In this system, it is hoped that all dispute resolution processes can be carried out online to be faster and more efficient. The advantages that will be obtained if ODR is implemented in Indonesia are easy access, efficient in terms of cost and automatic processing time. There are several deficiencies that have prevented ODR being carried out at this time, namely, the internet network is not yet stable and evenly distributed throughout Indonesia, there is still a lack of competent human resources from BPSK (arbitrators) and there is no regulation regarding ODR.³⁴

In general, the law always develops following the progress that exists in society, and the dynamics of the development of people who do everything always use technology to help deliver modern legal reform. The use of this technology has also penetrated the pattern of settlement of cases, whether carried out through ADR or Arbitration or the courts. Online Dispute Resolution (ODR), also known as Internet Dispute Resolution (IDR), or Electronic Dispute Resolution (EDR), Electronic ADR (SADR) to Online ADR (OADR) is one of them³⁵. The Supreme Court Regulation No. 1 of 2019 concerning Settlement of Cases and Trials in Courts Electronically opens up opportunities for this, even during the pandemic many criminal and civil trials are conducted online to reduce the

31 "Perkembangan Online Dispute Resplution (ODR) Di Indonesia."

32 Sinatrya Primandhana, "Indonesia Butuh Penyelesaian Sengketa Konsumen Yang Lebih

Baik," *Katadata.Co.Id*, last modified 2022, accessed November 2, 2022, <https://katadata.co.id/shabrinaparamacitra/indepth/623bcfc543fb6/indonesia-butuh-penyelesaian-sengketa-konsumen-yang-lebih-baik>.

33 *Laporan Kinerja Direktorat Pemberdayaan Konsumen 2021*, 2021, https://ditjenpkn.kemendag.go.id/app/repository/upload/DOCUMENTS/TRANSPARANSI_KINERJA/2021/LAPORAN_KINERJA_DIT_PK_2021.pdf.

34 "Perkembangan Online Dispute Resplution (ODR) Di Indonesia."

35 Felikas Petrauskas and Egle Kbartiene, *Online Dispute Resolution in Consumer Disputes Jurisprudencia* (Mykolas: Romeris University, 2011), 5.

direct contact of the parties involved in the trial. In the context of consumer dispute resolution in article 72 of Government Regulation Number 80 of 2019 paragraph (2) it is said that PMSE dispute resolution as referred to in paragraph (1) can be carried out electronically (online dispute resolution) in accordance with statutory provisions.³⁶ Of course, this can be used as a guide and a strong legal basis for resolving consumer disputes online.

Documents are not only in the form of writings or information that are printed or written on sheets of paper (paper-based) or the like, but can also be assumed to be writings or information made electronically so this article also provides an opportunity for online consumer dispute investigations to be carried out which in the whole process uses electronic documents (electronic based). In addition, it is emphasized by article 5 paragraph (1) of Law Number 11 of 2008 concerning Electronic Information and Transactions that, "Electronic information and/or electronic documents and/or their printed results are legal evidence".

Electronic Document is any Electronic Information that is created, forwarded, sent, received, or stored in analog, digital, electromagnetic, optical, or similar forms, which can be seen, displayed, and/or heard through a Computer or Electronic System, including but not limited to on writing, sound, pictures, maps, designs, photographs or the like, letters, signs, numbers, access codes, symbols or perforations that have meaning or meaning or can be understood by people who are able to understand them (Article 1 point 4 of the Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions).³⁷

In consideration of the Regulation of the Supreme Court of the Republic of Indonesia

36 *Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.*

37 *UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 11 TAHUN 2008 TENTANG INFORMASI DAN TRANSAKSI ELEKTRONIK* (Indonesia, 2008), <https://www.dpr.go.id/doksetjen/dokumen/-Regulasi-UU.-No.-11-Tahun-2008-Tentang-Informasi-dan-Transaksi-Elektronik-1552380483.pdf>.

Number 4 of 2020 concerning the Administration and Trial of Criminal Cases in Electronic Courts, it is said that the court is obliged to assist justice seekers and try to overcome all obstacles to realize a simple, fast, and low-cost trial. In this consideration, it is also stated that the 2010-2035 Judicial Reform Blueprint aims to realize modern justice based on information technology. Article 1 number 12 states that an electronic trial is a series of processes for examining, adjudicating, and deciding cases of defendants by a court carried out with the support of information and communication technology, audio-visual, and other electronic means.³⁸

Business actors who do not implement BPSK decisions based on article 56 paragraph (4) can be punished. In the provision, it is stated that if the provisions as referred to in paragraphs (1) and (3) are not implemented by business actors, the consumer dispute settlement body submits the decision to investigators to carry out investigations in accordance with the provisions of the applicable legislation. Paragraph (5) also states that the BPSK decision is sufficient initial evidence for investigators to conduct an investigation. (Law No. 8 of 1999 concerning consumer protection, article 56).

If this article can be applied properly, it will help the effectiveness of consumer dispute resolution. Business actors will try to implement decisions voluntarily if they are threatened with criminal penalties. In order for this article regarding punishment to be more effective, it is better if consumers who have been won by BPSK are also given the opportunity to submit the case to the police, based on the decision they have obtained. This provision is important so that if BPSK does not follow up on its decision, it becomes a crime because it is not carried out by business actors voluntarily.

CLOSING

1. CONCLUSION

The existing consumer dispute resolution body is still not effective to accommodate dispute resolution properly, especially for disputes whose value is small, namely those that are only tens

38 *Peraturan Mahkamah Agung Republik Indonesia Nomor 4 Tahun 2020 Tentang Administrasi Dan Persidangan Perkara Pidana Di Pengadilan Secara Elektronik* (Indonesia, 2020).

to hundreds of thousands. Even though online dispute resolution has been accommodated in Government Regulation number 80 of 2019, it has not been implemented yet. A more reasonable dispute resolution is to make BPSK become a kind of consumer tribunal that is carried out fully online, namely consumer dispute resolution which starts from the registration process until the examination and execution are carried out online and quickly. In this system, the institution is an adjudicative institution as well and the decision is truly final and binding, and the parties are obliged to implement the decision voluntarily. In this system, if the decision is not implemented, the person concerned can be subject to a fine or imprisonment.

2. SUGGESTION

The government should form a consumer tribunal by accommodating changes to the Consumer Protection Law. The institution that will be formed is expected to accommodate consumer disputes, especially those arising from transactions of low-value. This consumer tribunal can be formed in every district and city such as BPSK where its members consist of representatives of entrepreneurs, government, and consumers as stipulated in article 10 paragraph (1) of the Minister of Trade Regulation Number 72 of 2020.. Dispute resolution for transactions of low-value is recommended to be resolved in no less than two working days at a low cost and considering the value of the transaction.

ACKNOWLEDGMENTS

Acknowledgments are conveyed to colleagues who have helped to achieve this publication. Then, this gratitude is also conveyed to the manager of the De Jure Journal who has processed this paper so that it is worthy of publication.

REFERENCES

- Afiana, Anita, and An An Chandrawulan. "MENAKAR PENYELESAIAN GUGATAN SEDERHANA DI INDONESIA." *Jurnal Bina Mulia Hukum* 4 (2019): 55.
- Annur, Cindy Mutia. "Ada 204,7 Juta Pengguna Internet Di Indonesia Awal 2022." Last modified 2022. <https://databoks.katadata.co.id/datapublish/2022/03/23/ada-2047-juta-pengguna-internet-di-indonesia-awal-2022>.
- Emir, Yanwardhana. "Wow! Nilai Transaksi E-Commerce RI Diprediksi Rp 354,3 T." *CNBC News*. Last modified 2021. <https://www.cnbcindonesia.com/tech/20210823150808-37-270509/wow-nilai-transaksi-e-commerce-ri-diprediksi-rp-3543-t>.
- Fakhriah, Efa Laela, and Anita Afriana. "Understanding the Plurality of Consumer Dispute Resolution in Indonesia: A Comparative Study with Singapore." *Yuridika* 34 (2019).
- Garner, Bryan A, Tiger Jackson, and Jeff Newman, eds. *Black's Law Dictionary*. 9th ed. Dallas: West Publishing Co., 2009.
- Jauhari, R., Kasim, N.M., and N. M Wirasaputri. "Legal Protection Of Consumers Due To Default In Online Buying And Selling Transactions." *Estudiante Law Journal* 2 (2020): 53–71.
- Kamal, Farizal F. *Cyber Business*. 3rd ed. Jakarta: Elex Media Komputindo, 1999.
- Kurniawan, Aries. "Peranan Badan Penyelesaian Sengketa Konsumen Dalam Penyelesaian Sengketa Konsumen." *Kompas*, 2008.
- Luthfi, Kusumatriana. Adam, Adriyani Syakilah, Atika Nasirah, Evan Fernando, Heny Wulandari, Khairul Amri, Rahmad Basuki, et al. *Statistic E-Commerce 2021*. Edited by Dini Arifatin, Ekarip Sari, Irma Sundari, Peni Candraningtyas, and Sarip Utoyo. Jakarta: Badan Pusat Statistik, 2021.
- Matnuh, H. "Rectifying Consumer Protection Law and Establishing of a Consumer Court in Indonesia." *Journal of Consumer Policy* 44, no. 3 (2021): 483–495. <https://doi.org/10.1007/s10603-021-09487-z>.
- Petrauskas, Felikas, and Egle Kbartiene. *Online Dispute Resolution in Consumer Disputes Jurisprudencia*. Mykolas: Romeris University, 2011.
- Primandhana, Sinatrya. "Indonesia Butuh Penyelesaian Sengketa Konsumen Yang Lebih Baik." *Katadata.Co.Id*. Last modified 2022. Accessed November 2, 2022. <https://katadata.co.id/shabrinaparamacitra/indepth/623bcfc543fb6/indonesia-butuh>

penyelesaian-sengketa-konsumen-yang-lebih-baik.

- Rahmi, Yati. "YLKI Terima 535 Pengaduan Sepanjang 2021, Jasa Keuangan Mendominasi." *Bisnis.Com*. Last modified 2022. Accessed June 20, 2022. <https://finansial.bisnis.com/read/20220107/90/1486477/ylki-terima-535-pengaduan-sepanjang-2021-jasa-keuangan-mendominasi>.
- Sutiyoso, Bambang. *Penyelesaian Sengketa Bisnis: Solusi Dan Antisipasi Bagi Peminat Bisnis Dalam Menghadapi Sengketa Kini Dan Mendatang*. Yogyakarta: Citra Media, 2006.
- Taylor, M J, J Mewilliam, D England, and J Akomode. "Skills Required in Developing Electronic Commerce for Small and Medium Enterprises: Case-Based Generalization Approach." *Elsevier* 3 (2004): 253–256.
- Usman, Rachmadi. *Pilihan Penyelsaian Sengketa Di Luar Pengadilan*. 2nd ed. Bandung: Citra Aditya Bakti, 2013.
- Widijantoro, Johannes. "Private Sector Ombudsmanand Strengthening Consumers' Access to Justice: The Experience From Yogyakarta." *Sociology Study* 2 (2012): 570.
- Wisnubroto, Al. "Alternatif Penyelesaian Sengketa Konsumen Butuh Progresivitas." *Hukum Online*. Last modified 2009. <https://www.hukumonline.com/berita/a/alternatif-penyelesaian-sengketa-konsumen-butuh-progresivitas-hol20267?page=all>.
- Zein, Yahya Ahmad. *Kontrak Elektronik Dan Penyelesaian Sengketa Bisnis E-Commerce*. Bandung: Mandar Maju, 2009.
- Kemendag Catat Pengaduan Konsumen 2021, E-Commerce Kembali Mendominasi*. Jakarta, 2022. <https://ditjenpktn.kemendag.go.id/siaran-pers/kemendag-catat-pengaduan-konsumen-2021-e-commerce-kembali-mendominasi>.
- Laporan Kinerja Direktorat Pemberdayaan Konsumen 2021*, 2021. <https://ditjenpktn.kemendag.go.id/app/repository/upload/DOCUMENTS/TRANSPARANSI>
- KINERJA/2021/LAPORAN KINERJA DIT PK 2021.pdf.
- Peraturan Mahkamah Agung Republik Indonesia Nomor 4 Tahun 2020 Tentang Administrasi Dan Persidangan Perkara Pidana Di Pengadilan Secara Elektronik*. Indonesia, 2020.
- Peraturan Menteri Perdagangan Nomor 50 Tahun 2020 Tentang Ketentuan Perizinan Usaha, Periklanan, Pembinaan, Dan Pengawasan Pelaku Usaha Dalam Perdagangan Melalui Sistem Elektronik*. Indonesia, 2020. <https://peraturan.bpk.go.id/Home/Details/160273/permendag-no-50-tahun-2020>.
- Peraturan Menteri Perdagangan Nomor 72 Tahun 2020 Tentang Badan Penyelesaian Sengketa Konsumen*. Indonesia, 2020. <https://peraturan.bpk.go.id/Home/Details/160335/permendag-no-72-tahun-2020>.
- PERATURAN PEMERINTAH REPUBLIK INDONESIA NOMOR 71 TAHUN 2019 TENTANG PENYELENGGARAAN SISTEM DAN TRANSAKSI ELEKTRONIK**. Indonesia, 2019. <https://jdih.kemenkeu.go.id/FullText/2019/71TAHUN2019PP.pdf>.
- Peraturan Pemerintah Republik Indonesia Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik*. Indonesia, 2019. <https://peraturan.bpk.go.id/Home/Details/126143/pp-no-80-tahun-2019>.
- "Perkembangan Online Dispute Resplution (ODR) Di Indonesia." Accessed November 2, 2022. <https://pshk.or.id/dokumen/8082>.
- "Statistik Telekomunikasi Indonesia 2020." Last modified 2021. <https://www.bps.go.id/publication/2021/10/11/e03aca1e6ae93396ee660328/statistik-telekomunikasi-indonesia-2020.html>.
- UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 11 TAHUN 2008 TENTANG INFORMASI DAN TRANSAKSI ELEKTRONIK**. Indonesia, 2008. <https://www.dpr.go.id/doksetjen/dokumen/-Regulasi-UU.-No.-11-Tahun-2008-Tentang-Infomasi-dan-Transaksi-Elektronik-1552380483.pdf>.
- Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen*. Indonesia, 1999. <https://peraturan.bpk.go.id/Home/Details/45288/uu-no-8-tahun-1999>.