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**Analysis of the Cancellation of Consumer Dispute Settlement
Decision Board Surabaya Number: 25/BPSK/XI/2020**
A Case Study of Surabaya District Court Decision Number:
1212/Pdt.Sus.-BPSk/2020/PN.Sby.

Mariska Regina^{1*}, Siti Munawaroh²

¹mariskaregina27@gmail.com, ²siti.mun@ubhara.ac.id

Universitas Bhayangkara Surabaya

*Corresponding Author: Mariska Regina

Email: mariskaregina27@gmail.com

ABSTRACT

The Consumer Dispute Settlement Board (BPSK) is one of the institutions tasked with resolving consumer disputes. This research aims to find out the existence of BPSK can be part of equitable justice, especially for consumers who have suffered losses by business people because disputes between consumers and business people are usually small nominal so that consumers are reluctant to file disputes in court because it is not comparable between the cost of the case and the amount of losses experienced. The method used in this research is the juridical normative method. This is based on the consideration that the specification of this research is descriptive analytical, that is, describing existing legal problems based on applicable laws and regulations associated with legal theories and cases of consumer disputes which are the subject matter of the research. The results of this research, such as (1) the main task of BPSK is to resolve disputes between consumers and business actors; (2) Surabaya District Court Decision Number: 1212/Pdt.Sus.-BPSK/2020/PN.Sby., which canceled the Surabaya City BPSK Decision Number: 25/BPSK/XI/2020, according to researchers, this decision was right. One of the reasons that can be used to cancel the decision is the consideration of the judge who accepted the applicant's reason that there was no legal relationship between the applicant and the respondent.

Keywords: *BPSK, Consumer Disputes, Court Decision*

INTRODUCTION

Humans as living creatures need something to consume for their survival on earth. In order to fulfill the needs of human life, there are several basic things that cause humans to do consumption activities themselves. Therefore, it cannot be separated from the human desire to always get the optimum level of satisfaction in consumption. One of the goals of consumption itself is to fulfill the needs of life. The needs of human life are varied and unlimited in intensity, beginning with primary needs, secondary needs and tertiary needs. These primary needs can also be referred to as basic needs, for example clothing, food and shelter. Clothing means clothes to wear. After that there is food, which means food and beverages as an energy source for the human body. Then, there is shelter which means a place to live and rest (house).¹ Secondary needs are needs that occur after primary needs have been completed. On the other hand, secondary needs are a type of need that is complementary to primary needs. In order to fulfill secondary needs, it depends on the economic ability of the individual. However, secondary needs follow the culture and lifestyle that develops in society, for example, clothing is a primary need, but clothing with certain patterns and colors is a secondary need. Other items that become secondary needs are refrigerators, laptops, televisions, make-up and others. Tertiary needs are luxurious needs. Because the purpose of fulfilling tertiary needs is only for personal pleasure. Each individual has tertiary needs that are different from one another. Examples of tertiary needs are ownership of car transportation, overseas travel, musical instruments, and others. Most of these tertiary needs are luxurious objects. However, each individual's perspective on tertiary needs is different.

The public as consumers must be good at choosing and selecting goods in transactions. If they are not aware of their rights and are powerless to fight for their rights, consumers will only accept the goods/services they consume.² Consumers unconsciously and because they are not self-empowered in defending their rights, they take the goods/services they consume for granted. Currently, the consumer empowerment index of people in big cities is still around 39.14. This means that public knowledge of consumer rights and obligations is still low when compared to Europe at 51.31. The survey also proved that only 11 percent of Indonesians had the courage to complain and prosecute sellers for products that are disadvantageous or do not fulfill standards.³ The vulnerable position of consumers is due to

¹ Nitami Yuliawati and Gigih Pratomo, "Analisis Pengaruh Kebutuhan Ekonomi Keluarga Terhadap Pendapatan Tenaga Kerja Wanita (Studi Kasus Di Industri Kulit Kota Surabaya)," *Economie* 1, no. 1 (2019): 75–92.

² Nur Farida and Anisa Virdatul Jannah, "The Effect of Service Quality and Customer Relationship Management (CRM) On Customer Loyalty," *UTSAHA (Journal of Entrepreneurship)* 1, no. 2 (2022): 64–77, <https://journal.jfpublisher.com/index.php/joe/article/view/61>.

³ Dr. Drs. H. Harpani Matnuh, Dr. Hj. Rabiatul Adawiyah, and Mariatul Kiptiah, "Peranan Badan Penyelesaian Sengketa Konsumen Banjarmasin Dalam Menyelesaikan Sengketa Konsumen" (Universitas Lambung Mangkurat Banjarmasin, 2016).

inadequate laws and regulations in Indonesia that do not guarantee legal certainty, combined with the low level of knowledge and consumer education. While there are still many consumers who are disadvantaged, the issue of consumer protection has always been a topic of discussion in the community. Consumer rights that are ignored by business actors need to be examined carefully. Therefore, consumer protection issues need to be considered. For example, the following is one of the consumer disputes that has been decided by BPSK of Surabaya and then canceled by the Surabaya District Court. The chronology is described briefly as follows: on Thursday, 3 December 2020, around 09.00 a.m., Bambang Riyanto as the consumer (complainant) and the representative of PT Astra Credit Companies (PT ACC) as the business (complainant) were present at the BPSK office in Surabaya. Through their representative, PT ACC explained that there was no legal relationship between the complainant and the complainant because in the financing agreement with number 01.400.407.00050133.6 on 6 October 2016 for the object in dispute Daihatsu Ayla in red color, frame number: MHKS4DA3JGJ059702, Engine no: 1KRA343605 with financing and credit agreement in the name of H.M Syahrial Gunawan, not with the complainant Bambang Riyanto. Based on the hearing, the BPSK Panel of Surabaya issued a case decision, which stated that there was a loss on the part of the consumer and punished the business actor to hand over the BPKB of the Daihatsu Ayla car in red color, frame number MHKS4DA3JGJ059702, engine number; 1KRA343605 (case object) to the consumer party mentioned above within 14 days after the decision. Upon the decision of BPSK Surabaya, on 10 December 2022 the Respondent (changed to the Applicant in the objection submission) filed an objection to the Surabaya District Court. Based on the background description, this research aims to find out the legal rules of BPSK's role in resolving consumer disputes; and analyze the juridical analysis of the cancellation of BPSK Surabaya's decision Number: 25/BPSK/XI/2020 by the Surabaya District Court in decision Number: 1212/Pdt.Sus.-BPSK/2020/PN.Sby.

LITERATURE REVIEW

Consumers

According to Inosentius Samsul, consumers are users or last users of a product, either as buyers or obtained in other ways, such as gifts, presents and invitations.⁴ Meanwhile, Mariam Darus Badrul Zaman provides a definition by taking over the understanding used by Dutch literature, where consumers are all individuals who use goods and services concretely and in real terms.⁵ According to Janus Sidabalok, consumers are generally defined as the last users of the products handed over to them by businessmen, that is, everyone who gets goods for use and

⁴ Zulham, *Hukum Perlindungan Konsumen*, Edisi Revi. (Jakarta: Kencana, 2016).

⁵ Ibid.

not for resale.⁶ Therefore, it can be concluded that consumers are everyone who uses or utilizes goods/services from companies for themselves and not for commercial purposes.

Consumer Protection

Consumer protection law regulates the rights and obligations of consumers, the rights and obligations of producers/business actors, and the ways to defend their rights and fulfill their obligations. Consumer protection is a term used to describe the legal protection provided for consumers themselves. Az Nasution explains that consumer protection law is part of consumer law.⁷ He also states that consumer law is the overall principles that regulate the relationship and problems of providing and using products (goods/services) between providers and their use in social life.⁸

Consumer rights are something that needs to be prioritized to provide protection for sales transactions made by consumers with producers and distributors. In general, there are four basic consumer rights, as follows:⁹

1. The right to safety;
2. The right to get information;
3. The right to choose;
4. The right to be heard.

In the Consumer Protection Law, legal protection is not only aimed at consumers but also provided to business actors. This aims to create business convenience for business actors and as a balance for the rights provided to consumers. Therefore, in Article 6 of the Consumer Protection Law, legal protection of the rights of business actors is stipulated as follows:

1. The right to receive payment in accordance with the agreement on the conditions and exchange value of goods and/or services traded;
2. The right to obtain legal protection from the actions of consumers who are not in good faith;
3. The right to conduct appropriate self-defense in the legal settlement of consumer disputes;
4. The right to good name rehabilitation if it is legally proven that consumer losses were not caused by the goods and/or services traded;
5. The rights stipulated in the provisions of other laws and regulations.

⁶ Janus Sidabalok, *Hukum Perlindungan Konsumen Di Indonesia* (Bandung: PT Citra Aditya Bhakti, 2014).

⁷ Ibid.

⁸ AZ. Nasution, *Hukum Perlindungan Konsumen : Suatu Pengantar* (Jakarta: Daya Widya, 2000).

⁹ Bernard Arief Sidharta, *Meuwissen Tentang Pengembangan Hukum, Ilmu Hukum, Teori Hukum, Dan Filsafat Hukum*, ed. Aep Gunarsa, 4th ed. (Bandung: Refika Aditama, 2013), https://repository.unpar.ac.id/bitstream/handle/123456789/1730/Arief_142403-p.pdf?sequence=1&isAllowed=y.

The rights provided to business actors also impose obligations on business actors as stipulated in Article 7 of the Consumer Protection Law as follows:

1. Good faith in conducting its business activities;
2. Provide correct, clear and honest information about the conditions and guarantees of goods and/or services and provide explanations for use, repair and maintenance;
3. Treat or serve consumers correctly and honestly and non-discriminatory;
4. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards for goods and/or services;
5. Provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or warranties for goods made and/or traded;
6. Provide compensation, compensation and/or replacement for losses due to the use, consumption and utilization of goods and/or services traded;
7. Provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

The obligations of business actors are a manifestation of consumer rights and a form of responsibility of business actors towards consumers if consumers use products that are not in accordance with the packaging or consumers suffer losses due to consumption or use of these products.¹⁰ Based on the definition of consumer protection above, it can be concluded that consumer protection is all efforts that are expected to provide protection to consumers against actions that can be detrimental to them.

Consumer Dispute Settlement Decision Board

Consumer Dispute Settlement Decision Board (BPSK) is a board tasked with handling and resolving disputes between business actors and consumers.¹¹ BPSK in resolving consumer disputes has several ways of settlement or often referred to as dispute resolution methods which include mediation, arbitration, conciliation. Thus, BPSK as an alternative to out-of-court (non litigation) settlement of consumer disputes is expected to become the basis and expectations of consumers to be able to resolve consumer disputes with business actors quickly, cheaply and fairly, and can guarantee a balance of interests between consumers and business actors.¹²

¹⁰ Candra Irawan, *Hukum Alternatif Penyelesaian Sengketa Di Indonesia*, Edisi Revi. (Bandung: CV. Mandar Maju, 2017), <https://core.ac.uk/download/pdf/157834389.pdf>.

¹¹ Pemerintah Pusat, *Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen* (Jakarta, 1999), <https://jdih.kemenkeu.go.id/fulltext/1999/8TAHUN~1999UU.htm>.

¹² Ibid.

RESEARCH METHODOLOGY

This research is a type of normative juridical research. This means that this research is based on existing laws and regulations as positive legal norms. The research method used in this legal research is the normative juridical method, which describes the laws and regulations related to the role of BPSK in resolving consumer disputes in accordance with the theories, principles, concepts and doctrines of law. The problem approaches used in this research are statutory approach, conceptual approach and case approach. The sources of legal materials used in this research, including primary legal sources, secondary legal sources and tertiary legal sources.

RESULT AND DISCUSSION

The Rule of Law on the Consumer Dispute Resolution Body's Role in Resolving Consumer Disputes

The Consumer Dispute Settlement Decision Board (BPSK) is a special institution established and regulated in the Consumer Protection Law, whose main task is to resolve disputes between consumers and business actors. BPSK is established in each regency/city as stipulated in Article 49 Paragraph (1) of the Consumer Protection Law, which basically stipulates the establishment of BPSK only in Level II Regions (regencies/cities), which is then reinforced by Presidential Decree of the Republic of Indonesia, in the first stage 10 (ten) BPSKs have been established based on Presidential Decree of the Republic of Indonesia No. 90/2001 on the Establishment of BPSK in Medan, Palembang, Central Jakarta, West Jakarta, Bandung, Semarang, Yogyakarta, Surabaya, Malang and Makassar.

Following up on the establishment of BPSK, a Decree of the Industry and Trade Minister No. 350/MPP/Kep/12/2001 on the Implementation of Duties and Authority of BPSK was issued, which is the procedural law for BPSK in conducting its duties to resolve disputes between consumers and business actors. The existence of BPSK as a consumer dispute resolution institution has duties and authorities as stipulated in Article 52 of the Consumer Protection Law, as follows:

1. Handling and resolving consumer disputes through mediation or arbitration or conciliation;
2. Provide consumer protection consultation;
3. Supervise the inclusion of standard clauses;
4. Report to the public investigator in the event of a violation of the provisions of this Law;
5. Receive complaints, both written and unwritten, from consumers about violations of consumer protection;
6. Conduct research and examination of consumer protection disputes;
7. Summon business actors suspected of having committed violations of consumer protection;

8. Summon and present witnesses, expert witnesses and/or any person deemed to have knowledge of violations of the Act;
9. Request the assistance of investigators to present business actors, witnesses, expert witnesses, or any person as referred to in letter g and letter h, who are not willing to fulfill the summons of the consumer dispute resolution body;
10. Obtain, examine and/or assess letters, documents, or other evidence for investigation and/or examination;
11. Decide and determine whether or not there is a loss on the part of the consumer;
12. Notify the decision to business actors who commit violations of consumer protection;
13. Impose administrative sanctions on business actors who violate the provisions of this Law.

In implementing its authority, BPSK has the authority to constitute a panel consisting of 3 elements, which are government, business actors, and consumers, with an odd number of members and at least three members. The integration of these 3 elements is expected to be able to get a justice for the parties in dispute, not only for consumers but also for business actors, because the BPSK panel will direct according to the perspective of each representative element. The existence of BPSK is expected to protect the rights of consumers and make producers more careful about the goods and/or services provided to consumers.

The legal basis for the settlement of consumer disputes at BPSK consists of the Law on Consumer Protection (Article 54–Article 58); Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 605/MPP/8/2002 on the establishment of BPSK; Decree of the Minister of Industry and Trade No. 350/MPP/Kep/12/2001 on the Implementation of Duties and Authority of BPSK; Supreme Court Regulation No. 1/2006 on the procedure for filing objections to BPSK decisions and Supreme Court Regulation No. 1/2006 on the procedure for filing objections to BPSK decisions. In practice, the procedure for filing an application or lawsuit up to case examination at BPSK and the provisions of its procedural law have been regulated in the Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 350/MPP/kep/12/2001.

Juridical Analysis of the Cancellation of Consumer Dispute Settlement Decision Board Surabaya Number: 25/BPSK/XI/2020 by the Surabaya District Court Decision Number: 1212/Pdt.Sus.-BPSk/2020/PN.Sby.

BPSK is one of the institutions that can be used as an alternative to seek justice for consumers who consider their legal rights to be disadvantaged due to the use of goods and services. The existence of BPSK is expected to be part of the distribution of justice, especially for consumers who are disadvantaged by business actors because disputes between consumers and business actors are usually small

in nominal value so that consumers are reluctant to file disputes in court because it is not comparable between the cost of the case and the amount of loss experienced. The problem is that BPSK decisions that are final and binding can be appealed to the District Court and the decision cannot be directly executed or implemented. However, if there is no objection, then in order to execute its decision, BPSK must first request an execution order from the District Court based on the provisions of Article 56 of the Consumer Protection Law.

Therefore, in this research, researchers will juridically analyze the cancellation of Consumer Dispute Settlement Decision Board Surabaya Number: 25/BPSK/XI/2020 by the Surabaya District Court Decision Number: 1212/Pdt.Sus.-BPSK/2020/PN.Sby. The position of the case is as follows: that on Thursday, 3 December 2020, at 09.00 a.m., a trial was held by BPSK Surabaya, between Bambang Riyanto as the Petitioner (consumer) and PTT ACC as the Respondent (business actor). Bambang Riyanto as the consumer was present and the representative of PT ACC as the business was present. The parties have submitted their respective evidence. The Respondent/Business Actor has submitted a standard agreement/contract that is applied to consumers/customers, and according to the Consumer Dispute Settlement Decision Board Surabaya, one of the clauses is considered burdensome to consumers/customers, as specified in Article 18 Paragraph (1) of the Consumer Protection Law. Consumers have fulfilled their obligations and are recognized by the business actors. The Surabaya Consumer Dispute Settlement Decision Board has rendered its decision, as follows:

1. There is a consumer disadvantage.
2. Punish the business actor PT ACC, which is located at St. Panglima Sudirman No. 24-30 Surabaya, to hand over the proof of ownership book (BPKB) of a red Daihatsu Ayla car with frame number MHKS4DA3JGJ05970, and engine number 1KRA343605 to the consumer party mentioned above within 14 days after the decision.

In the Decision of Consumer Dispute Settlement Decision Board Surabaya, the business actor PT ACC filed an objection to the Surabaya City District Court on the grounds that in essence the decision of the Consumer Dispute Settlement Decision Board Surabaya Number: 25/ BPSK/2020, on 3 December 2020, the Applicant did not accept and filed an objection because the decision *a quo* was decided rashly with obvious errors and mistakes, because the Applicant never attended the hearing meeting at the Consumer Dispute Settlement Decision Board, on 3 December 2020 and through its delegate only the Applicant explained that there was no legal relationship between the Applicant and the Respondent, and directly the Applicant did not choose the Consumer Dispute Settlement Decision Board Surabaya as a place to resolve consumer disputes. However, that same day, the Consumer Dispute Settlement Decision Board Surabaya still issued a decision on the case *a quo* as after being read and examined by the Applicant the decision

did not fulfill a sense of justice and in accordance with the law, so the Applicant filed a lawsuit objecting to the decision *a quo*.

Furthermore, considering that there is no legal relationship between the applicant and the respondent in the financing agreement with a fiduciary guarantee, so that the respondent is not a consumer of the applicant as the basis for the financing agreement is number 01.400.407.00050133.6 on 6 October 2016 on the disputed object Daihatsu Ayla in red color, frame number MHKS4DA3JGJ059702, engine number; 1KRA343605 with financing and credit agreement the name of the other party H.M. Syahrial Gunawan not the name of the respondent. Based on the arguments and legal reasons that the applicant has described above, the applicant would like to ask the noble father/mother of the Chairman of the Surabaya District Court to hear this case by providing the following decision:

1. Accept and grant the petition of the petitioner's objection in its entirety.
2. Declare that the Consumer Dispute Settlement Decision Board Surabaya, East Java is not authorized to examine and adjudicate the case *a quo*.
3. Cancel the decision of Consumer Dispute Settlement Decision Board Surabaya Number 25/BPSK/XI/2020 on 3 December 2020.
4. Declare that the respondent does not have a legal relationship with the petitioner in the case *a quo*.
5. Declare that the financing agreement with fiduciary guarantee number 01.400.407.00050133.6 on 6 October 2016, Daihatsu Ayla red color, frame number MHKS4DA3JGJ059702, engine number 1KRA343605, subscription number 400.01028051.9 is valid and binding with all its legal consequences.
6. Declare that the financing agreement with fiduciary guarantee number 01.400.407.00067218.4 on 22 October 2017 Nissan Grand Livina red color, frame number MHBG1CG1Fj099031, engine number; HR15939029B, subscription number 400.01028051.9 is valid with all its legal consequences.
7. Declare valid the fiduciary security certificate number W15.00837732.AH.05.01 of 2016, issued by the Ministry of Law and Human Rights of Republic Indonesia, East Java Regional Office, Office of Fiduciary Security Registration.
8. Declare valid the fiduciary security certificate number W15.00868676.AH.05.01 of 2017, issued by the Ministry of Law and Human Rights of the Republic Indonesia, East Java Regional Office, Office of Fiduciary Security Registration.
9. Punish the respondent to pay all costs incurred in this case.

On the basis of the applicant's petition, the Judge of the Surabaya District Court considered the following points:

1. The Respondent filed an answer to the Petitioner's arguments, which basically states that the decision of the Consumer Dispute Settlement Decision Board Surabaya is correct and appropriate; and requests that PT ACC as a business actor to hand over the proof of ownership book (BPKB) of a red Daihatsu Ayla car with frame number MHKS4DA3JGJ05970, and engine number 1KRA343605 to the consumer.
2. The Panel of Judges considers that based on the case file and the decision of the Consumer Dispute Settlement Decision Board, the Panel of Judges considers the arguments of the objection petition as set out below:
 - a. Considering that based on the provisions of Article 1 paragraph 11 of the Consumer Protection Law, it is stated that the Consumer Dispute Settlement Decision Board is a body tasked with handling and resolving disputes between business actors and consumers. Meanwhile, point 2 emphasizes that a consumer is any person who uses goods and services available in the community, both for the benefit of oneself, one's family, and other living beings and not for trade. Point 3 explains that business actors are individuals or business entities, both in the form of legal entities and not legal entities and are domiciled or carry out activities within the jurisdiction of the Indonesian state, either alone or jointly through agreements organizing business activities in various economic fields.
 - b. Considering that based on these provisions, the authority of the Consumer Dispute Settlement Decision Board is to handle and resolve disputes between business actors, in this case the applicant as a party that organizes business in the economic sector, that is, financing institutions and consumers as users or users of services provided by the applicant.
 - c. Based on these considerations, the Consumer Dispute Settlement Decision Board Surabaya has the authority to resolve the dispute between the Respondent as the Plaintiff and the Applicant as the Defendant in the Consumer Dispute Settlement Decision Board decision so that the Applicant's argument that the Consumer Dispute Settlement Decision Board Surabaya is not authorized because the relationship between the Applicant and the Respondent is based on an agreement so that as a default dispute is the realm of civil law, not the authority of the Consumer Dispute Settlement Decision Board, Therefore, the Claimant's claim in point 2 that the Consumer Dispute Settlement Decision Board Surabaya, East Java

is not authorized to examine and adjudicate the case must be rejected.

- d. Considering that the argument of the Applicant's petition stating that the Consumer Dispute Settlement Decision Board Surabaya is not authorized to resolve the dispute between the Respondent as the Plaintiff and the Applicant as the Defendant because one of the parties, that is the Applicant, did not agree to choose dispute resolution at the Consumer Dispute Settlement Decision Board Surabaya and they have committed errors and mistakes in their decision because they made a decision without the presence of the Applicant as the Defendant.
- e. The Panel of Judges is of the opinion that this argument has no legal basis and must be rejected because the Claimant as the Respondent in the Consumer Dispute Settlement Decision Board decision, in the trial held by the Consumer Dispute Settlement Decision Board, admitted to having attended once by explaining that there was no legal relationship between the Claimant and the Respondent and the Claimant did not choose the Consumer Dispute Settlement Decision Board Surabaya as a place for dispute resolution.
- f. Considering that with the presence of the Applicant when the hearing was held at the Consumer Dispute Settlement Decision Board level, the Applicant was declared present and at the same time with the presence of the Applicant, the Applicant was deemed to have agreed to the settlement of the consumer dispute by the Consumer Dispute Settlement Decision Board so that the decision of the Consumer Dispute Settlement Decision Board had fulfilled the provisions of Article 45 Paragraph (2) of the Consumer Protection Law.
- g. Considering that the argument of the Petitioner further states that there is no legal relationship between the Petitioner and the Respondent because according to the financing agreement on behalf of H.M. Syahrial Gunawan not with the Respondent named Bambang Riyanto.
- h. Considering that based on Exhibit P-3 in the form of a Financing Agreement with Fiduciary Guarantee that the Financing agreement with fiduciary guarantee between PT Astra Sedaya Finance, represented by William Andriady as Branch Manager, which was subsequently represented by Rico Alvian as the creditor providing the financing facility with H.M. Syafrial Darmawan as the debtor receiving the financing facility, namely the purchase with installment payments of 1 (one) unit of Daihatsu Ayla red color,

with frame no: MHKS4DA3JGJ059702, and engine no: 1KRA343605.

- i. Considering that based on the evidence the party in the agreement is H.M Syahril Gunawan not Respondent Bambang Riyanto so that the Respondent does not have the capacity in the agreement because it is not a consumer related to the financing agreement with number 01.400.407.00050133.6 on 6 October 2016.
- j. Considering that the Respondent has no legal relationship because he is not a consumer, the decision of the Consumer Dispute Settlement Decision Board on 3 December 2020 on the complaint from the Respondent is invalid so that it must be declared null and void, so that the Applicant's claims number 3 and number 4 are declared reasonable and must be granted.
- k. Considering that because the Applicant's claims in numbers 3 and 4 are granted while these claims are based on Exhibit P-3 in the form of a Fiduciary Financing Agreement number 01.400.407.00050133.6 on 6 October 2016, the Fiduciary Financing Agreement number 01.400.407.00050133.6 dated October 6, 2016 is valid and binding with all its legal consequences. Therefore, the Applicant's claim in point 5 must be granted.
- l. Considering that the Applicant's claim number 6 states that the financing agreement with fiduciary guarantee number 01.400.407.00067218.4 on 22 October 2017 Nissan Grand Livina red color, frame number MHBG1CG1Fj099031, engine number HR15939029B, subscription number 400.01028051.9 is valid with all its legal consequences, is declared unreasonable because it is outside the disputed object because the Financing Agreement with Fiduciary Guarantee is only against 1 (one) unit of Daihatsu Ayla red color with frame number MHKS4DA3JGJ059702, and engine number 1KRA343605, so that the claim must be rejected;
- m. Considering that the Claimant's claim at number 7 states the validity of the fiduciary security certificate fiduciary security number W15.00837732.AH.05.0 on 2016, issued by the Indonesian Ministry of Law and Human Rights, East Java region, fiduciary security registration office, because the claim is related to and is part of the Claimant's claim at number 5, and the claim at number 5 has been granted, then claim number 7 is also legally reasonable and must be granted as well. As for claim number 8, declaring as valid the fiduciary security certificate with fiduciary security number W15.00868676.AH.05.01/2017, issued by the Ministry of Law and Human Rights of Indonesia, East Java Region,

Office of Fiduciary Security Registration, because the fiduciary security certificate with fiduciary security number W15.00868676.AH.05.01/2017 was not submitted as evidence in this case, the claim must be rejected.

- n. Based on the description of these considerations, the petition of the Plaintiff is granted partially and rejected for another part.
- o. Considering that because the Petitioner's objection is granted in part, the Respondent is on the losing side, so the Respondent must be ordered to pay court costs.

Based on the legal considerations mentioned above, the Surabaya District Court decided the case of objection to the decision of the Consumer Dispute Settlement Decision Board Number: 25/BPSK/XI/2020 on 3 December 2020, as follows:

1. Grant the appeal partially;
2. Declare that the Consumer Dispute Settlement Decision Board Surabaya, East Java is authorized to examine and try the case *a quo*;
3. Cancel the Decision of the Consumer Dispute Settlement Decision Board Number: 25/BPSK/XI/2020 on 3 December 2020;
4. Declare that the Respondent has no legal relationship with the Applicant in the case *a quo*;
5. Declare the financing agreement with fiduciary guarantee number 01.400.407.00050133.6 on 6 October 2016, Daihatsu Ayla of red color, with Frame No. MHKS4DA3JGJ: MHKS4DA3JGJ059702, Engine no: 1KRA343605, Subscription No. 400.01028051.9 is valid and binding with all its legal consequences;
6. Declare the fiduciary security certificate number W15.00837732.AH.05.01 of 2016, issued by the Indonesian Ministry of Law and Human Rights, East Java region, fiduciary security registration office, is valid and binding as a legal effect;
7. Reject the objection petition other than and for the rest;
8. Order the Respondent to pay the court costs, which to date have been determined to be IDR 647,000 (six hundred forty seven thousand rupiah).

Furthermore, upon the consideration of the District Court judge. Surabaya who granted the applicant's objection to the Consumer Dispute Settlement Decision Board Surabaya Number: 25/BPSK/XI/202025/BPSK/XI/2020, the researcher will provide the following analysis:

“The judge of the Surabaya District Court granted the applicant's objection in part. According to the researcher, the decision of the Surabaya District Court should have been rejected by the judge such as the applicant's request stating that the Consumer Dispute Settlement Decision Board Surabaya East Java region was

not authorized to examine and hear the case *a quo*. In the Surabaya District Court judge's decision, the petition was rejected and the Surabaya District Court judge stated that the Consumer Dispute Settlement Decision Board Surabaya in the East Java region was authorized to examine and hear the case. According to the researchers, is in accordance with the provisions of Article 52 Paragraph (1) letter a, which states that the duties and authority of the consumer dispute resolution body include carrying out the handling and settlement of consumer disputes by means of mediation, arbitration, and conciliation."

Furthermore, regarding the granting of the applicant's request which requested that the Surabaya District Court state "the Respondent has no legal relationship with the Applicant in the case *a quo*", according to the researcher's analysis it is correct, that between the Applicant and the Respondent there is no legal relationship because according to the financing agreement on behalf of the party H.M. Syahrial Gunawan not with the Respondent named Bambang Riyanto. This is based on the evidence of the deed of financing agreement number 01.400.407.00050133.6 on 6 October 2016, that the party to the agreement is H.M. Syahrial Gunawan not the Respondent Bambang Riyanto. Therefore, the District Court Surabaya in its decision stated: that the financing agreement with fiduciary guarantee number 01.400.407.00050133.6 on 6 October 2016, Daihatsu Ayla red color, No. Frame: MHKS4DA3JGJ059702, Engine no: 1KRA343605, subscription number 400.01028051.9 is valid and binding with all legal consequences.

Related to the rejection of the applicant's request for the District Court Surabaya to grant the financing agreement with fiduciary guarantee number 01.400.407.00067218.4 on 22 October 2017 Nissan Grand Livina red color, frame number MHBG1CG1Fj099031, engine number; HR15939029B, subscription number 400.01028051.9 is valid with all its legal consequences, as well as a request to declare the validity of the fiduciary guarantee certificate number W15.00868676.AH.05.01 on 2017, issued by the Ministry of Law and Human Rights of the Republic of Indonesia, East Java Regional Office of Fiduciary Guarantee Registration, issued by the Indonesian Ministry of Law and Human Rights, East Java Regional Office of the Fiduciary Guarantee Registration Office, according to the researcher's analysis, the decision of the District Court Surabaya is correct because the applicant's request is outside the disputed case, namely the cancellation of the Surabaya City BPSK Decision Number: 25/BPSK/XI/2020, which has ruled: 1) There is a loss on the part of the consumer and 2) Punish the business actor to submit the BPKB of a red daihatsu Ayla car, frame number MHKS4DA3JGJ059702, engine number; 1KRA343605 (case object).

The researcher is of the opinion that if the applicant's request is granted, then this is contrary to Article 178 Paragraph (3) HIR, Article 189 Paragraph (3) RBG and Article 50 Rv. The verdict may not grant more than the demands stated in the lawsuit. This prohibition is called *ultra petitum partium*. Judges who grant more

than the *posita* or *petitum* of the lawsuit are considered to have exceeded the limits of their authority or *ultra vires*, namely acting beyond the powers of their authority. If the decision contains *ultra petitum*, it must be declared invalid even though it was done by the judge in good faith and in accordance with the public interest. Adjudicating by granting more than what is claimed, can be equated with illegal actions even though it is done in good faith.¹³

After going through the trial process, one of the most basic requests for the applicant is the granting of the annulment of BPSK Decision Number: 25/BPSK/XI/2020 on 3 December 2020 by the District Court Surabaya. According to the researcher's analysis, the decision to cancel the case *a quo* filed by the applicant is in accordance with the trial process, for example: After the examination of the case, which includes the process of submitting objections, answers, evidence and conclusions submitted by both the applicant and the respondent, is complete and the parties to the case have nothing more to say, the judge will render a decision on the case.

The authority of the District Court Surabaya to handle the settlement of consumer disputes is based on the provisions of Article 56 Paragraph (2) of the Consumer Protection Law and Article 3 paragraph (1) of Supreme Court Regulation No. 01/2016 concerning Procedures for Filing Objections to BPSK Decisions. The provision of Article 56 Paragraph (2) of the Consumer Protection Law states that: The parties may file an objection to the District Court no later than 14 (fourteen) working days after receiving notification of the decision.

Meanwhile, the provisions of Article 3 paragraph (1) of Supreme Court Regulation No. 01/2016 on the Procedure for Filing Objections to BPSK Decisions, states that: "Objections to BPSK Decisions can be filed either by Business Actors and/or Consumers to the District Court at the consumer's legal domicile." Therefore, it is the obligation of the judge to uphold law and justice impartially.

For this reason, the judge in providing justice must first examine the truth of the event submitted to him and then give an assessment of the event and relate it to the applicable law. After that the judge can only give a verdict on the event. Thus, the District Court Surabaya in deciding that canceling the decision of BPSK Surabaya City Number: 25/BPSK/XI/2020 on 3 December 2020 is in accordance with the provisions of the applicable laws and regulations.

¹³ M. Yahya Harahap, *Pembahasan Permasalahan Dan Penerapan KUHAP Penyidikan Dan Penuntutan*, 2nd ed. (Jakarta: Sinar Grafika, 2014).

CONCLUSION

The Consumer Dispute Settlement Decision Board is a specialized institution established in each regency/city. The main task of the Consumer Dispute Settlement Decision Board is to resolve disputes between consumers and business actors. The Consumer Dispute Settlement Decision Board handles and resolves consumer disputes through mediation, arbitration or conciliation. Consumers and business actors who reject the decision of the Consumer Dispute Settlement Decision Board may file an objection to the district court no later than 14 (fourteen) working days after the decision of the Consumer Dispute Settlement Decision Board is issued.

The Surabaya District Court Decision Number: 1212/Pdt.Sus.-BPSK/2020/PN.Sby, which canceled the Surabaya City BPSK Decision Number: 25/BPSK/XI/2020, according to the researcher's analysis was correct. One of the reasons that can be used to cancel the decision is the judge's consideration that accepts the petitioner's reason that there is no legal relationship between the Petitioner and the Respondent. This is based on evidence of financing agreement number 01.400.407.00050133.6 dated October 6, 2016, that the parties to the agreement are PT ACC and H.M Syahrial Gunawan and not the Respondent Bambang Riyanto.

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