

Original Article

Consumer Dispute Resolution Decision Policies and Business Implications

Rina Arum Prastyanti ^{1,*}, Prattana Srisuk ²

¹ Faculty of Business and Law, Universitas Duta Bangsa, Surakarta, Indonesia.

² Thai Global Business and Administration College, Samut Prakan, Thailand.

*Corresponding Author: rina_arum@udb.ac.id

Abstract

Consumer disputes between business actors and consumers continue to challenge the effectiveness of Indonesia's consumer protection framework, particularly in the implementation of arbitration mechanisms. Law Number 8 of 1999 concerning Consumer Protection formally mandates the Consumer Dispute Resolution Agency to adjudicate disputes, yet regulatory and institutional limitations hinder the optimal execution of arbitration-based decisions. This study examines and analyzes the regulatory framework governing the execution of arbitration in consumer dispute resolution, identifies its normative and structural weaknesses, and formulates a justice-oriented reconstruction of the relevant provisions. The research applies a constructivist paradigm and adopts a sociological juridical approach. It integrates normative legal analysis with empirical field data to assess how arbitration functions in practice. The study systematically organizes and qualitatively analyzes both primary and secondary data to produce a comprehensive evaluation of the existing regulatory model. The findings demonstrate substantive inconsistencies between consumer arbitration procedures and the broader arbitration regime, structural weaknesses within the institutional framework of dispute resolution bodies, and limited consumer awareness regarding legal rights. These deficiencies reduce legal certainty and weaken the effectiveness of arbitration outcomes. The study concludes that lawmakers must reconstruct specific statutory provisions, particularly those governing the execution of arbitral decisions, in order to strengthen institutional coherence, enhance legal certainty, and ensure justice in consumer dispute resolution.

Keywords: Business; Consumer; Dispute Resolution; Execution;

Introduction

Article 33 of the 1945 Constitution of the Republic of Indonesia establishes the constitutional foundation of the national economy by mandating that the economy operate on the principle of kinship, that the State control strategic sectors affecting the livelihood of the people, and that land, water, and natural resources be managed for the greatest prosperity of the people. Within this constitutional framework, national economic development in the era of globalization must strengthen business growth while ensuring legal certainty, product safety, quality assurance, and the protection of consumer rights.¹ Market liberalization therefore requires a regulatory system that balances economic expansion with substantive consumer protection. To achieve this objective, the legislature enacted Law Number 8 of 1999 concerning Consumer Protection, which defines consumer protection as all efforts that guarantee legal certainty for consumers. The law mandates the establishment of the Consumer Dispute Resolution Agency at the regency or municipal level to resolve disputes outside the general courts. Pursuant to Article 52 letter a, the Agency exercises authority to settle disputes through mediation, conciliation, or arbitration based on the agreement of the parties.²

¹ Mohsin Ali Farhad, 'Consumer Data Protection Laws and Their Impact on Business Models in the Tech Industry', *Telecommunications Policy*, 48.9 (2024), 102836 <<https://doi.org/https://doi.org/10.1016/j.telpol.2024.102836>>.

² Hai Thanh Doan, Diep Thi Phuong Doan and Sang Minh Luu, 'When a Backer Is an Expropriator: Pitfalls in the Consumer Protection Mechanism for off-Plan Building Sales in Vietnamese Law', *Journal of Property*,



However, the regulatory design governing the Agency's authority and the execution of its decisions remains inconsistent and generates theoretical and practical difficulties. Although the Agency issues binding decisions, successful consumers must petition the District Court for execution. When consumers cannot identify executable assets, the decision becomes ineffective and undermines legal certainty and justice. Further complications arise from Supreme Court Regulation Number 1 of 2006. Article 6 paragraph 2 restricts judicial review of objections to the case file, yet paragraph 3 requires substantive examination of grounds similar to annulment of arbitral awards under the Arbitration Law. Paragraph 5 permits judges to adjudicate the dispute anew under civil procedure, thereby creating normative ambiguity and procedural overlap. These inconsistencies weaken institutional coherence, complicate enforcement, and diminish the effectiveness of consumer dispute resolution mechanisms.³

A procedural irregularity occurred in a case involving the Consumer Dispute Resolution Agency of Bandung City, in which the Agency became a co-defendant in litigation challenging its own arbitral award under the title "Claim or Objection against the BPSK Arbitration Decision." Proper application of Supreme Court Regulation Number 1 of 2006 requires that an objection to a BPSK arbitral decision be registered under the same arbitration case number issued by the Agency. Registering the matter as a new civil claim rather than as an objection to an arbitral award distorts procedural classification and generates legal uncertainty. The dual use of the terms "claim" and "objection" reflects conceptual ambiguity and constitutes an obscure formulation of action. A claim represents an original legal action to resolve a dispute, whereas an objection constitutes a specific legal remedy available to a party dissatisfied with a BPSK decision. Conflating these distinct procedural mechanisms undermines the principles of speedy, simple, and low-cost adjudication that govern the judiciary and contradicts the small claim character of consumer dispute resolution.^{4v}

The inclusion of the Bandung City BPSK as a party in objection proceedings also contravenes Article 3 paragraph 3 of Supreme Court Regulation Number 1 of 2006, which expressly states that the Agency does not constitute a party in objection proceedings. Notwithstanding this provision, the court designated the Agency as a co-defendant and subsequently rejected its procedural objection. As an arbitral body, the BPSK should not bear civil liability for its decisions unless evidence demonstrates bad faith. Ambiguity persists because the Consumer Protection Law does not clearly define the legal status and executorial force of BPSK decisions, nor does it regulate whether courts must affirm, annul, or treat such decisions as preliminary evidence. In addition to objections, parties may pursue annulment of arbitral awards before the District Court. In annulment proceedings, however, the court's authority remains limited to reviewing procedural validity and does not extend to re-examining the substantive merits of the dispute.^{5v}

Planning and Environmental Law, 14.1 (2022), 11–24 <<https://doi.org/https://doi.org/10.1108/JPEL-01-2022-0005>>.

³ Krystyna Nizioł, 'The Challenges of Consumer Protection Law Connected with the Development of Artificial Intelligence on the Example of Financial Services (Chosen Legal Aspects)', *Procedia Computer Science*, 192 (2021), 4103–11 <<https://doi.org/https://doi.org/10.1016/j.procs.2021.09.185>>.

⁴ Dan Jerker B Svantesson, 'Enter the Quagmire – the Complicated Relationship between Data Protection Law and Consumer Protection Law', *Computer Law & Security Review*, 34.1 (2018), 25–36 <<https://doi.org/https://doi.org/10.1016/j.clsr.2017.08.003>>.

⁵ Nicolo Zingales, 'Between a Rock and Two Hard Places: WhatsApp at the Crossroad of Competition, Data Protection and Consumer Law', *Computer Law & Security Review*, 33.4 (2017), 553–58 <<https://doi.org/https://doi.org/10.1016/j.clsr.2017.05.018>>.



Parties may submit an application for execution of either a Consumer Dispute Resolution Agency decision or a judicial decision rendered upon objection. However, the Consumer Protection Law does not comprehensively regulate the procedural mechanism for enforcing such decisions. The execution of a BPSK decision remains dependent upon the District Court, which, as an institution exercising judicial power, possesses the legal authority to compel compliance. Article 195 of the *Herzjene Indonesisch Reglement* governs the general procedure for executing civil judgments, while Article 57 of the Consumer Protection Law stipulates that a request for execution shall be submitted to the District Court at the domicile of the consumer. Ministerial Decree Number 350/MPP/12/2001 further provides that the BPSK may initiate the execution request.⁶

In practice, significant obstacles arise in enforcing BPSK decisions because these decisions do not contain the formal executorial heading required in arbitral awards. Article 54 paragraph 1 letter a of the Arbitration Law mandates that an arbitral award include the phrase “For the Sake of Justice Based on Belief in the Almighty God.” The absence of this executorial formula renders an arbitral award legally defective and unenforceable. This procedural deficiency became evident when the BPSK of Bandung City sought a writ of execution for Decision Number 66/Pts-BPSK/VII/2005 before the Central Jakarta District Court. The court refused to process the application on the ground that the decision lacked the mandatory executorial heading. Through official correspondence, the court affirmed that, without compliance with the formal requirements prescribed by the Arbitration Law, the BPSK decision could not proceed to execution. This situation demonstrates a structural inconsistency between consumer protection regulations and arbitration law, which ultimately undermines legal certainty and the effective enforcement of consumer dispute resolution outcomes.⁷

Neither the Consumer Protection Law nor Ministerial Decree Number 350/MPP/12/2001 regulates the inclusion of an executorial heading in decisions issued by the Consumer Dispute Resolution Agency. This omission reflects the institutional structure of the Agency, which operates under the Ministry of Trade rather than within the judicial branch governed by the civil procedural codes and the Law on Judicial Power. Nevertheless, this structural distinction should not preclude the incorporation of an executorial formula in BPSK decisions. As a quasi-judicial body authorized to resolve consumer disputes through arbitration, the Agency exercises adjudicatory functions that require conformity with the formal standards of arbitral awards. Accordingly, its decisions should include the executorial heading “For the Sake of Justice Based on Belief in the Almighty God,” in accordance with the Arbitration Law, in order to secure enforceability and legal certainty.⁸

With respect to execution, Article 57 of the Consumer Protection Law in conjunction with Ministerial Decree Number 350/MPP/12/2001 permits enforcement through a specific mechanism that reflects the principle *lex specialis derogat legi generali*. Although the execution order must be requested from the District Court, the regulatory framework obliges the BPSK itself to submit the application. This requirement contradicts general civil procedural principles, under which the prevailing party initiates execution. By assigning this

⁶ Christiana Markou, ‘Online Penny Auctions and the Protection of the Consumer under EU Law’, *Computer Law & Security Review*, 30.5 (2014), 540–59 <<https://doi.org/https://doi.org/10.1016/j.clsr.2014.07.010>>.

⁷ B von Tigerstrom, ‘12 - The Role of Consumer Protection Law in Addressing the Marketing of Stem Cell Therapies’, *Cytotherapy*, 18.6, Supplement (2016), S10 <<https://doi.org/https://doi.org/10.1016/j.jcyt.2016.03.026>>.

⁸ Anwar Santoso and others, ‘Towards Integrated Cardiovascular and Mental Health Management in Primary Health Care in Indonesia: A Policy Outlook’, *The Lancet Regional Health - Southeast Asia*, 37 (2025), 100605 <<https://doi.org/https://doi.org/10.1016/j.lansea.2025.100605>>.



role to the adjudicatory body, the regulation risks compromising the Agency's neutrality and impartiality. These inconsistencies demonstrate the absence of uniformity in Indonesia's alternative dispute resolution system, particularly in consumer cases. Uncertainty persists regarding the binding force of BPSK decisions, the legal effect of District Court rulings on objections, and the degree of compliance by parties with decisions rendered through alternative mechanisms. Such fragmentation weakens institutional coherence and diminishes the effectiveness of consumer dispute resolution.⁹

Previous research has underscored the multifaceted challenges and implications of consumer dispute resolution mechanisms for both legal certainty and business practices. Yingying Cai (2025) explain that a principle-based consumer dispute resolution model has been proposed in the literature to enhance fairness and justice in resolving disputes, asserting that a principled architecture can improve decision outcomes and balance the interests of consumers and business actors, particularly where standard legal procedures are prohibitively costly or slow for small claims disputes; this model reflects broader concerns about the legitimacy and efficacy of arbitration-based redress systems in consumer markets.¹⁰ Laura Aade an empirical evaluation of alternative dispute resolution mechanisms, including arbitration, mediation, and conciliation, has demonstrated that quasi-judicial forums such as the consumer play a significant role in offering accessible, rapid, and affordable avenues for consumer business conflicts, which in turn affects business actors' compliance strategies and operational risk assessments.¹¹ Other studies from Chuan Ding highlighted the inherent conflict between arbitration provisions in consumer protection law and general arbitration law, revealing normative inconsistencies that complicate the final and binding nature of dispute resolution outcomes.¹² These investigations suggest that policies governing consumer dispute resolution decisively influence business practices through their impact on legal certainty, institutional authority, and the perceived fairness of enforcement outcomes, thereby shaping the broader regulatory environment for market transactions.

The purpose of this research is to examine and analyze the policies governing consumer dispute resolution decisions and their impact on business practices. It aims to identify procedural, structural, and legal challenges in implementing these policies, assess their effectiveness in protecting consumer rights, and evaluate how they influence business compliance, operational strategies, and market behavior. The study ultimately seeks to propose recommendations to enhance legal certainty, fairness, and efficiency in consumer dispute resolution systems.

Method

This study employs a descriptive-analytical research design to systematically examine consumer dispute resolution decision policies and their implications for business practices. The research adopts a post-positivist paradigm, which recognizes an objective legal reality while acknowledging the limitations of human observation. The paradigm allows an

⁹ Kerrice Bailey, Aman Basu and Sapna Sharma, 'A Review of Fast Fashion and Environmental Research Gaps in the Top Garment-Producing Countries: A Case Study of China, Bangladesh, Vietnam, India, Turkey, and Indonesia', *Environmental Reviews*, 33 (2025), 1–11 <<https://doi.org/https://doi.org/10.1139/er-2025-0121>>.

¹⁰ Yingying Cai, 'Financial Embedding, Consumer Goods Laws, and New Forms of the Digital Economy', *Finance Research Letters*, 86 (2025), 108405 <<https://doi.org/https://doi.org/10.1016/j.frl.2025.108405>>.

¹¹ Laura Aade, 'The Regulation of Social Media Commerce under the DSA: A Consumer Protection Perspective', *Computer Law & Security Review*, 59 (2025), 106181 <<https://doi.org/https://doi.org/10.1016/j.clsr.2025.106181>>.

¹² Chuan Ding and others, 'Competing for Consumer Data and Privacy: A Unified Framework for Data Collection and Protection', *European Journal of Operational Research*, 2025 <<https://doi.org/https://doi.org/10.1016/j.ejor.2025.12.004>>.



interactive yet neutral engagement with the research subject, enabling the reconstruction of legal concepts and the development of normative recommendations based on justice principles.¹³ A socio-legal (juridical-sociological) approach is applied, combining normative legal analysis with empirical investigation. Normative analysis examines statutory regulations, case law, and doctrinal sources, while empirical investigation captures real-world practices and challenges through field observations and stakeholder interviews. This dual approach ensures a comprehensive understanding of both theoretical frameworks and practical implementation. The research utilizes primary and secondary data sources. Primary data are collected through semi-structured and unstructured interviews with members of the Consumer Dispute Resolution Agency (BPSK), business actors, and consumers, as well as field observations of dispute resolution practices. Secondary data are obtained through literature and document review, including the 1945 Constitution of Indonesia, Law No. 8/1999 on Consumer Protection, Government Regulation No. 57/2001, Supreme Court Regulation No. 1/2006, academic publications, and legal commentaries. Tertiary materials, such as encyclopedias and dictionaries, provide explanatory support. Data are analyzed using qualitative methods, systematically organizing and interpreting information to produce a coherent descriptive account. This process identifies regulatory gaps, procedural challenges, and the effects of consumer dispute resolution decisions on business practices, facilitating evidence-based recommendations to improve legal certainty, fairness, and compliance in consumer markets.¹⁴

Results and Discussions

Consumer Dispute Resolution Decision Policies

Arbitration serves as an extrajudicial mechanism for resolving consumer disputes, founded on a written agreement mutually agreed upon by the disputing parties. In Indonesia, the National Arbitration Board (BANI) has operated since November 30, 1977, under the authority of the Chamber of Commerce and Industry (KADIN) Decree No. SKEP/152/DPH/1977. BANI functions as a specialized arbitral institution managing civil disputes related to trade, financial services, industry, and other sectors, at both national and international levels. Its procedures are guided by the UNCITRAL Model Law, which provides a standardized framework to harmonize arbitration practices and bridge disparities between developed and developing economies. Arbitration becomes operative when parties incorporate an arbitration clause into their contracts, and arbitral awards are immediately final, binding, and possess permanent legal force.¹⁵ These awards also carry executorial authority, allowing the prevailing party to request enforcement through general courts if voluntary compliance is not achieved. Indonesian Law No. 48 of 2009 further formalizes arbitration and alternative dispute resolution (ADR) by permitting civil disputes to be resolved outside courts through arbitration or ADR mechanisms, including consultation, negotiation, mediation, conciliation, and expert evaluation. Outcomes under ADR are documented in written agreements that are final, binding, and enforceable in good faith. Collectively, this legal framework ensures that arbitration and ADR provide accessible,

¹³ Bram Duivenvoorde, 'Generative AI and the Future of Marketing: A Consumer Protection Perspective', *Computer Law & Security Review*, 57 (2025), 106141 <<https://doi.org/https://doi.org/10.1016/j.clsr.2025.106141>>.

¹⁴ Qinghai Li, Hao Li and Qian Li, 'Can Financial Consumer Protection Promote Residents' Stock Market Participation? An Investigation Based on Eastern China Residents Survey', *Pacific-Basin Finance Journal*, 93 (2025), 102912 <<https://doi.org/https://doi.org/10.1016/j.pacfin.2025.102912>>.

¹⁵ Jennifer Taylor, Katherine Roberto and Andrew Johnson, 'Activating Consumer Privacy Concerns: The Role of Benign Data Threats and Regulatory Environments in Shaping Privacy Protection Responses', *European Journal of Marketing*, 59.8 (2025), 2089–2121 <<https://doi.org/https://doi.org/10.1108/EJM-12-2023-0888>>.



efficient, and legally enforceable avenues for consumer dispute resolution while maintaining procedural certainty and protecting the rights of all parties.^{16v}

Arbitration as a method of dispute resolution presents several limitations that affect its efficiency and accessibility. First, arbitration may incur high costs because the law does not impose specific limits on fees. Parties bear various expenses, including administrative costs, arbitrators' honoraria, transportation and accommodation for arbitrators, and fees for witnesses or experts, which in some cases may exceed the costs of conventional litigation. Second, arbitration may experience delays, as proceedings are required to conclude within 180 days from the formation of the arbitral panel, yet the law allows indefinite extensions, potentially prolonging dispute resolution. Despite these limitations, arbitration retains advantages as an extrajudicial dispute resolution mechanism, including confidentiality, procedural flexibility, and the involvement of neutral third parties with specialized expertise.¹⁷ Alternative mechanisms, such as mediation and conciliation, share similar characteristics, offering simpler, faster, and cost-effective solutions. Execution of arbitral awards constitutes a compulsory legal action against the losing party if they fail to comply voluntarily. Only awards with permanent legal force can be executed, compelling the losing party to perform obligations, pay damages, or transfer assets as determined by the arbitral decision. While arbitral awards are final and binding under Article 60 of Law No. 30 of 1999, voluntary compliance is preferred; if not fulfilled, courts may assist in enforcement (Article 61). Since arbitration operates as a quasi-judicial institution, its awards do not inherently possess executorial authority, necessitating court involvement for compulsory implementation.¹⁸

An arbitral award becomes executable only after the official copy of the award is duly submitted and registered with the clerk of the District Court that has jurisdiction over the respondent's residence, in accordance with the general provision outlined in Article 1, point 4, of Law No. 30 of 1999. Article 59, paragraph (1), of the same law explicitly requires that within thirty days from the date of pronouncement, the arbitrator or their authorized representative must deliver and register the original or an authentic copy of the award with the District Court clerk. This procedural requirement is compulsory, as noncompliance renders the arbitral award unenforceable, as stipulated in paragraph (4) of the same article. Execution of an arbitral award fundamentally involves the realization of the obligations imposed upon the losing party, whereby the competent court may enforce compliance if the losing party does not voluntarily implement the award.¹⁹ Although judicial and arbitral awards differ in procedural origin, their substantive function is equivalent, as both serve to formally declare and enforce the rights and obligations of the parties involved in the dispute. While Law No. 30 of 1999 mandates registration, it does not explicitly identify the specific District Court authorized to receive the award. For domestic arbitral awards, registration must occur at the District Court whose territorial jurisdiction encompasses the respondent's

¹⁶ Abdullah Abdulaziz Alhumud and others, 'The Impact of Digital CSR Disclosure on Customer Trust and Engagement: The Moderating Role of Consumer Deontology and Law Obedience', *Journal of Business Research*, 186 (2025), 115035 <<https://doi.org/https://doi.org/10.1016/j.jbusres.2024.115035>>.

¹⁷ Andrea Gori and others, 'Legal Responsibility and Regulatory Compliance with Food Information on E-Grocery Platforms: An Italian Case Study Offering Insights for Future Policies and Consumer Protection in the European Context', *Food Policy*, 138 (2026), 103013 <<https://doi.org/https://doi.org/10.1016/j.foodpol.2025.103013>>.

¹⁸ Ningyao Ye and Zeyu Zhao, 'The Reform of Consumer Protection in Mobile Payment Services in China: Legislation, Regulation, and Dispute Resolution', *Computer Law & Security Review*, 54 (2024), 106007 <<https://doi.org/https://doi.org/10.1016/j.clsr.2024.106007>>.

¹⁹ Yufei Xia and others, 'The (in)Effectiveness of Financial Consumer Protection: Quasi-Experimental Evidence from Consumer Finance in China', *Pacific-Basin Finance Journal*, 88 (2024), 102563 <<https://doi.org/https://doi.org/10.1016/j.pacfin.2024.102563>>.



residence, thereby ensuring that the award can be effectively executed within the respondent's local area.²⁰

In the case of international arbitral awards, recognition and enforcement are centralized under the jurisdiction of the Central Jakarta District Court, which evaluates the award in accordance with statutory procedural requirements. Consequently, the principal function of the District Court in the context of arbitral enforcement is twofold: first, to formally accept and register the arbitral award, and second, to facilitate the compulsory execution of the award upon the request of a party, thereby providing a legal mechanism to operationalize the obligations established in the arbitral decision.²¹ Through this framework, the registration and execution process ensures that arbitral awards maintain their binding force and effectiveness in resolving disputes. Consumers who believe their rights have been violated may submit complaints or requests to the Secretariat of the Consumer Dispute Resolution Agency (BPSK), which are then resolved by the BPSK panel. According to the Ministerial Decree of the Republic of Indonesia No. 350/MPP/Kep/12/2001 concerning the Duties and Authorities of BPSK, arbitration constitutes a dispute resolution mechanism outside the general court system, in which disputing parties fully delegate the resolution of consumer disputes to BPSK. Through this process, the panel assumes full authority to adjudicate and resolve the dispute. However, arbitration through BPSK presents several procedural and substantive weaknesses.²²

A decision from any quasi-judicial body loses its effectiveness if it cannot be executed. Decisions that have obtained permanent legal force (*inkracht van gewijsde*) must be enforceable, and to achieve this, each decision requires executorial power, enabling the compulsory implementation of the ruling by state authorities. Sudikno Mertokusumo identifies two types of execution: first, execution requiring the losing party to pay a sum of money, regulated under Articles 195 HIR or 208 RBg; second, execution obliging the losing party to perform specific actions, regulated under Articles 225 HIR or 259 RBg. Real execution, such as ordering the evacuation of immovable property, is regulated under Article 1033 RV. Executorial authority requires that the decision contains the decision header (*irah-irah*) stating: “*Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa*” (“For Justice Based on the Belief in One God”).²³ This header confers enforceability to court decisions, arbitral awards, notarial instruments such as *as grose akta hypotheek and notarieele schul brieven*, and peace agreements formalized in court (Article 130(2) HIR). Without this requirement, decisions cannot be executed. Execution requests may be submitted against BPSK decisions or decisions on objections, but Law No. 8 of 1999 on Consumer Protection (UUPK) does not provide detailed procedures. Implementation of arbitral awards is entrusted to the District Court, which possesses judicial authority and legitimacy as an enforcement institution. Articles 195–208 HIR govern execution procedures, but UUPK only provides general guidance. Article 57 UUPK stipulates that execution requests are submitted to the District Court in the jurisdiction of the affected consumer, while Article 42 of Ministerial Decree No.

²⁰ Natasha A Bujang and others, ‘Non-Clinical Direct-to-Consumer Genetic Testing: A Scoping Review of Regulatory Frameworks and Issues’, *Health Policy and Technology*, 14.6 (2025), 101106 <<https://doi.org/https://doi.org/10.1016/j.hlpt.2025.101106>>.

²¹ Manman Ge and Cisheng Wu, ‘Recycling of Retired Power Batteries: A Four-Party Evolutionary Game Considering Consumer Behavior Preferences and Informal Recyclers’ Participation’, *Energy Strategy Reviews*, 64 (2026), 102136 <<https://doi.org/https://doi.org/10.1016/j.esr.2026.102136>>.

²² Kamran Rasool and others, ‘Consumer Rights and Stealth Marketing: A Comparative Socio-Legal Exploration across Developed and Emerging Economies’, *Social Sciences & Humanities Open*, 11 (2025), 101643 <<https://doi.org/https://doi.org/10.1016/j.ssaho.2025.101643>>.

²³ Etikah Karyani and others, ‘Intention to Adopt a Blockchain-Based Halal Certification: Indonesia Consumers and Regulatory Perspective’, *Journal of Islamic Marketing*, 15.7 (2024), 1766–82 <<https://doi.org/https://doi.org/10.1108/JIMA-03-2023-0069>>.



350/MPP/Kep/12/2001 designates BPSK as the party authorized to file the execution request.²⁴

The enforcement of arbitral awards issued by the Consumer Dispute Resolution Agency (BPSK) faces significant obstacles due to the absence of a decision header (*irah-irah*) in BPSK awards. Unlike arbitral awards that include this mandatory declaration, Article 54(1)(a) of Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution (APS) requires that arbitral awards contain the header, which confers executorial power. In contrast, Article 57 of the Consumer Protection Law (UUPK) conflicts with Article 4(1) of Law No. 14 of 1970, as amended by Law No. 4 of 2004 on Judicial Power, which similarly mandates inclusion of the header in judicial decisions. The omission of this header renders the arbitral award legally void and unenforceable.²⁵ For instance, BPSK Bandung's Award No. 66/Pts-BPSK/VII/2005 was submitted for enforcement to the Central Jakarta District Court; however, the court rejected the execution request, citing the absence of the *irah-irah*. The court emphasized compliance with Article 54(1) of Law No. 30 of 1999 and the registration requirements under Article 59, which prescribe the submission of the original or authentic copy of the award to the District Court within thirty days of issuance. Despite UUPK and Ministerial Decree No. 350/MPP/Kep/12/2001 governing BPSK's duties, neither regulation stipulates the inclusion of the *irah-irah* in BPSK awards, reflecting the structural positioning of BPSK under the Ministry of Trade rather than under the general court system.²⁶

The core issue is not BPSK's ministerial affiliation but its role as an arbitral institution in consumer dispute resolution. Consequently, BPSK awards must comply with the requirements of Law No. 30 of 1999 to ensure executability. While Article 57 UUPK and Article 42 of the Ministerial Decree allow BPSK to request execution, in practice, execution should be initiated by the consumer, as BPSK's neutral and impartial role is to adjudicate disputes without favoring either party. Assigning the execution request to BPSK could compromise its neutrality and increase administrative burdens. The provisions of PERMA No. 1 of 2006 reinforce that execution requests may be submitted by the affected party, yet this regulation is subordinate to UUPK according to the principle of *lex superior derogat legi inferiori*.²⁷ Therefore, the execution of BPSK arbitral awards must follow Law No. 30 of 1999 and applicable civil procedural law, ensuring that consumer-business disputes resolved through BPSK arbitration adhere to national arbitration standards while respecting civil law procedures under HIR/RBg. Consumer disputes are adjudicated by the BPSK panel appointed by the agency's chairperson, consisting of representatives from consumers, business actors, and government officials. However, not all panel members possess formal legal expertise, which introduces potential weaknesses in the legal reasoning underlying dispute resolution. The presence of both disputing parties is essential to obtain comprehensive information, yet business actors occasionally fail to attend BPSK hearings.

²⁴ Muhamad Rizal, R Anang Muftiadi and Agus Taryana, 'Integration of ESG Principles in Business Law: Why Should Indonesian Companies Care?', *Social Sciences & Humanities Open*, 13 (2026), 102447 <<https://doi.org/https://doi.org/10.1016/j.ssaoh.2026.102447>>.

²⁵ Yoon-Young Chun and others, 'What Will Lead Asian Consumers into Circular Consumption? An Empirical Study of Purchasing Refurbished Smartphones in Japan and Indonesia', *Sustainable Production and Consumption*, 33 (2022), 158–67 <<https://doi.org/https://doi.org/10.1016/j.sp.2022.06.015>>.

²⁶ Vincent Nijman and others, 'Quantifying Illegal Rosewood Trade, Seizures and Forestry Law Enforcement in Indonesia', *Applied Geography*, 176 (2025), 103509 <<https://doi.org/https://doi.org/10.1016/j.apgeog.2025.103509>>.

²⁷ Dzikri Firmansyah Hakam and Sari Jumayla, 'Electric Vehicle Adoption in Indonesia: Lesson Learned from Developed and Developing Countries', *Sustainable Futures*, 8 (2024), 100348 <<https://doi.org/https://doi.org/10.1016/j.sfr.2024.100348>>.



Although the panel may proceed if one party is absent after two summonses, the participation of both parties remains critical for effective adjudication.²⁸

Arbitration proceedings are mandated to conclude within 21 working days from the filing of the complaint, yet practical implementation often faces delays due to parties agreeing to postpone hearings or panel members being unavailable. The law does not impose sanctions for exceeding this timeframe, leaving the provision effectively discretionary. A key aspect of consumer dispute resolution is the burden of proof. To prevent misallocation, the evidentiary burden primarily rests on the business actor to demonstrate the absence of fault, while consumers must provide evidence of the losses incurred. In practice, this is challenging, as consumers often lack comprehensive documentation of the goods or services purchased. The arbitral outcome is formalized in a written award signed by the panel chairperson and members. Decisions may result in a settlement, rejection of the claim, or acceptance of the claim. When a claim is granted, the award imposes obligations on the business actor, including compensatory measures and/or administrative sanctions, with compensation capped at IDR 200,000,000.²⁹

Execution of BPSK awards remains a significant challenge due to insufficient procedural clarity in the Consumer Protection Law and Ministerial Decree No. 350/2001. Enforcement authority is vested entirely in the District Court, as BPSK lacks the power to implement its decisions, unlike judicial bodies. Even when business actors do not contest the award, it only attains permanent legal force after the consumer requests an execution order (*fiat eksekusi*) from the District Court within the consumer's jurisdiction. Consequently, the absence of direct enforcement authority constrains the practical effectiveness of BPSK arbitral decisions, underscoring the need for clear procedural mechanisms and alignment with national legal standards. The rapid development of the national economy has generated a wide diversification of goods and services available for consumption. Advances in science, communication, and information technology have further expanded the scope of commercial transactions, enabling the exchange of goods and services across regional and national borders.³⁰ While these developments benefit consumers by increasing access to desired products and providing greater freedom of choice according to individual capacity, they also create an imbalance in the relationship between business actors and consumers. Consumers often become the target of business strategies aimed at maximizing profit through advertising, promotion, sales techniques, and the application of standard-form contracts that may disadvantage consumers. Consumer losses can be broadly classified into two categories: first, losses caused by irresponsible conduct by business actors; and second, losses arising from unlawful acts committed by third parties that mislead or harm consumers.³¹

A primary weakness among consumers is the low level of awareness regarding their rights, which is largely attributed to limited education. Consequently, the Consumer Protection Law serves as a strong legal foundation for government agencies and non-governmental consumer protection organizations to implement consumer empowerment programs

²⁸ R Tedjo Sasmono and others, 'Understanding the Epidemiological Trends and Economic Impact of Dengue in Indonesia: A Systematic Literature Review', *IJID Regions*, 2026, 100860 <<https://doi.org/https://doi.org/10.1016/j.ijregi.2026.100860>>.

²⁹ Wildan Fajar Bachtiar and others, 'Halal Food Sustainable Traceability: A Multi-Group Consumer-Centric Acceptance and Preference Analysis', *Journal of Islamic Marketing*, 16.12 (2025), 3682–3710 <<https://doi.org/https://doi.org/10.1108/JIMA-12-2024-0610>>.

³⁰ Achmad Hidayat and Salina Kassim, 'Understanding Islamic Digital Banking Services in Indonesia', in *International Encyclopedia of Business Management (First Edition)*, ed. by Vanessa Ratten, First Edition (Oxford: Academic Press, 2026), pp. 391–401 <<https://doi.org/https://doi.org/10.1016/B978-0-443-13701-3.00545-4>>.

³¹ I Gede Agus Ariutama and others, 'Discarding Decisions: A Behavioral Analysis of Consumer Food Waste in Indonesia', *Food Quality and Preference*, 138 (2026), 105814 <<https://doi.org/https://doi.org/10.1016/j.foodqual.2025.105814>>.



through education and capacity-building initiatives. Another observable phenomenon is the inherent power imbalance between business actors and consumers, with consumers occupying a weaker position, which frequently leads to disputes and conflicts. Although BPSK decisions are final and binding, affected parties may still file objections with the District Court, and the awards cannot be executed immediately. Moreover, additional operational challenges within BPSK further complicate the resolution of consumer disputes, limiting the practical effectiveness of its adjudicatory function.³²

The Business Implications of Effective Decision Policies

Initiatives to address consumer complaints via arbitration by the Consumer Dispute Settlement Agency (BPSK), as stipulated in the Consumer Protection Law (UUPK), have not entirely satisfied the complete realization of consumer rights. Although BPSK is legally acknowledged as a quasi-judicial entity authorized to resolve consumer complaints, it is nevertheless very nascent and structurally inadequate. The embryonic position has led to variations in procedural application and regulatory interpretation, hindering the uniform and effective implementation of consumer protection. The procedural framework regulating BPSK arbitration, as delineated in the UUPK, the Arbitration Law (Law No. 30 of 1999), and Ministerial Decree No. 350/MPP/Kep/12/2001, reveals substantial deficiencies and ambiguities. The legislation impose overlapping requirements with minimal harmonization, frequently leading to conflicting interpretations among legal professionals and others. As a result, BPSK decisions lack uniform procedural instructions, so compromising the predictability and stability essential for efficient conflict resolution. The fragmentation of the legislative environment hinders the institution's capacity to function as a dependable reference for the entire resolution of consumer complaints.³³

A significant constraint stems from the discrepancy between BPSK's internal procedural regulations and standard civil court procedures. BPSK verdicts are legally final and binding; nonetheless, inconsistencies with formal court norms hinder the smooth execution of arbitral awards. Certain procedural responsibilities concerning the registration and execution of BPSK decisions remain ambiguously stated, resulting in uncertainty for parties regarding enforcement procedures. The discrepancy between arbitral power and judicial procedure undermines the perceived legitimacy of BPSK decisions and may prolong access to remedies for dissatisfied consumers. The omission of the official heading (*irah-irah*) in BPSK arbitral rulings intensifies procedural difficulties. According to Indonesian law, the inclusion of *irah-irah* is crucial for granting executorial authority to a decision, hence facilitating its mandatory implementation. In the absence of this provision, BPSK decisions necessitate further judicial authorization to commence execution, resulting in superfluous administrative delays and increased expenses for consumers.³⁴

This dependence on the judiciary for enforcement partially diminishes the efficacy of BPSK arbitration as a method designed to deliver swift, accessible, and economical conflict resolution. Moreover, the UUPK allows for objections and annulment petitions concerning BPSK arbitral awards, so adding an additional layer of procedural complexity. Although designed to ensure equity, these legal remedies foster the impression that BPSK decisions lack true finality or binding authority. Business entities, recognizing these procedural

³² Ervina Ervina and Nur F Sadek, 'Indonesian Consumers in a Cross-Cultural and Intra-Cultural Perspective', in *Reference Module in Food Science* (Elsevier, 2025) <<https://doi.org/https://doi.org/10.1016/B978-0-443-29139-5.00056-2>>.

³³ Ahmad Juhaidi, Lathifaturrahmah Lathifaturrahmah and Noor Hidayati, 'Unravelling the Impact of Consumer Personal Value on Word of Mouth in Indonesia's Islamic Higher Education: The Mediating Role of Emotional Attachment', *Sustainable Futures*, 10 (2025), 101378 <<https://doi.org/https://doi.org/10.1016/j.sftr.2025.101378>>.

³⁴ Kasnaeny Karim and others, 'Consumers' Awareness and Loyalty in Indonesia Banking Sector: Does Emotional Bonding Effect Matters?', *Journal of Islamic Marketing*, 14.10 (2022), 2668–86 <<https://doi.org/https://doi.org/10.1108/JIMA-03-2022-0092>>.



deficiencies, may utilize them to postpone compliance or disregard orders entirely. This circumstance jeopardizes the institutional authority of BPSK and undermines its ability to function as an effective mechanism for consumer protection.³⁵

The uncertainty over the party authorized to request the implementation of BPSK awards further exacerbates institutional inefficiency. The existing regulations in Article 57 of the UUPK and Article 42 of Ministerial Decree No. 350/MPP/Kep/12/2001 provide the ability to initiate execution to BPSK, rather than to the customer directly. This assignment may contravene the norms of neutrality and impartiality, as BPSK is responsible for adjudicating disputes while concurrently executing judgments. Such conflicting functions may encumber the agency and undermine its perceived autonomy. Besides procedural obstacles, the structural composition of BPSK panels imposes significant limits. Panels consist of representatives from consumer organizations, commercial stakeholders, and government officials, many of whom may lack legal experience. As a result, the ability to resolve intricate legal and evidentiary matters in consumer disputes is constrained. The lack of specialized legal expertise may compromise the rigor and consistency of decision-making, potentially diminishing the legitimacy of BPSK verdicts among stakeholders.³⁶

Factors connected to consumers further complicate the arbitration process. A significant number of consumers are unaware of their legal rights or lack the information required to effectively present evidence in dispute resolution. The legal structure primarily assigns the burden of evidence on commercial entities; however, consumers are still need to substantiate claims of loss, which can be challenging due to inadequate documentation or a limited comprehension of the legal procedure. This disparity exacerbates consumer vulnerability and undermines the idea of fair dispute resolution. Time-sensitive requirements for BPSK arbitration pose practical difficulties. The UUPK requires that conflicts be settled within twenty-one business days following the receipt of a complaint. In fact, delays often arise from voluntary adjournments, the absence of parties, or the unavailability of panel members. The lack of explicit penalties for surpassing the designated deadline undermines the enforceability of this procedural rule, hence decreasing the effectiveness of BPSK arbitration as a prompt tool for consumer dispute resolution.³⁷

The notion of financial accessibility in BPSK arbitration remains only partially realized. Although arbitration aims to be economical, supplementary procedural requirements, like the necessity for judicial approval to enforce rulings, put additional financial burdens on consumers. These expenses may dissuade customers from pursuing the execution of awards, so undercutting the institutional objective of offering affordable dispute resolution. Thus, the economic accessibility of BPSK arbitration is limited by procedural deficiencies and administrative stipulations. A revision of PERMA No. 1 of 2006, pertaining to the processes for submitting objections to BPSK rulings, is recommended to rectify these deficiencies. This reconstruction seeks to elucidate procedural difficulties, expressly require the incorporation of *irah-irah* in arbitral rulings, and specify the parties authorized to request execution. Codifying these procedures enhances the legal certainty and enforceability of

³⁵ Moh Shadiqur Rahman and others, 'Do Online Food Delivery Platforms Contribute to Food Waste? Evidence from Indonesian University Students', *Food and Humanity*, 5 (2025), 100886 <<https://doi.org/https://doi.org/10.1016/j.foohum.2025.100886>>.

³⁶ Wisudanto and others, 'The Motivating Factors for Switching Intention to Use Halal Cosmetics in Indonesia', *Journal of Islamic Accounting and Business Research*, 15.4 (2023), 661–83 <<https://doi.org/https://doi.org/10.1108/JIABR-08-2022-0220>>.

³⁷ Dwi Kristanto and Dwi Agustina Kurniawati, 'Financial Performance of Indonesian Frozen Food MSMEs: Halal Supply Chain Resilience, Certification and Competitive Advantage', *Journal of Islamic Marketing*, 16.10 (2025), 3092–3114 <<https://doi.org/https://doi.org/10.1108/JIMA-07-2024-0278>>.



BPSK rulings, ensuring that arbitration efficiently protects consumer rights without excessive dependence on the judiciary.³⁸

Aligning BPSK procedures with the concepts of simplicity, speed, accessibility, and enforceability is crucial for institutional confidence. Regulatory reconstruction must amalgamate the UUPK, Arbitration Law, and current ministerial decrees into a cohesive framework that eradicates overlapping sections and mitigates procedural uncertainties. This change would bolster the validity of BPSK as a neutral and authoritative platform for consumer dispute resolution, guaranteeing that arbitral rulings are efficiently executed. BPSK arbitration presently encounters significant substantive, procedural, and consumer-related obstacles that hinder its capacity to safeguard consumer rights effectively. The lack of executive authority, procedural discrepancies, restrictions in panel composition, and deficiencies in consumer awareness together undermine the institution's efficacy. Regulatory reform, emphasizing process transparency, obligatory *irah-irah*, consumer-initiated enforcement, and conformity with national arbitration standards, is crucial to enhance BPSK's capacity in providing effective, fair, and legally binding consumer dispute resolution. This revision will enhance legal certainty and consumer protection, achieving the intended purpose of the UUPK and related regulatory frameworks.³⁹

A normative analysis of Article 57 governing the implementation of decisions rendered by the Consumer Dispute Settlement Agency (BPSK). Prior to reconstruction, Article 57 mandated that the panel's decision, as referenced in Article 54 paragraph (3), necessitated a request for execution to be filed with the District Court located in the domicile of the aggrieved consumer. This formulation designated the District Court as the principal entity tasked with authenticating and enforcing BPSK decisions. The clause constrained BPSK's institutional authority and diminished the actual efficacy of its verdicts by making execution contingent upon judicial approval. The approach subordinated administrative dispute resolution to judicial validation, thus establishing procedural reliance. This dependency may have postponed enforcement, escalated litigation expenses, and undermined the fundamental idea of efficient, swift, and economical dispute resolution that supports consumer protection law.⁴⁰ v

The revision of Article 57 signifies a fundamental normative transformation. The amended clause mandates that each panel decision incorporate an executorial heading that reads "For the Sake of Justice Based on the Belief in the Almighty God," thus linking BPSK decisions with the formal framework of court verdicts. Furthermore, the revised provision empowers BPSK to implement its decisions autonomously. The provision restricts the District Court's role to instances when a party contests the execution conducted by BPSK. Under these circumstances, the aggrieved party may seek an execution ruling from the appropriate District Court located at the consumer's residence. This reconstruction reconfigures the relationship between administrative and judicial institutions by transitioning from judicial dependence to conditional judicial oversight.⁴¹

From a doctrinal standpoint, the revised formulation fortifies the executory nature of BPSK rulings and amplifies their binding authority. The amendment confers upon BPSK

³⁸ Anis Najiha Ahmad and others, 'Chapter 19 - Beefing up the Halal Meat Industry in Jombang, Indonesia', in *Beyond Halal*, ed. by Amal A M Elgharbawy and others (Academic Press, 2026), pp. 477–501 <<https://doi.org/https://doi.org/10.1016/B978-0-443-30058-5.00004-3>>.

³⁹ Gading Aditya Perdana and others, 'Analytical Analysis of Cryptocurrency Regulation and Adoption: A Machine Learning-Driven Ablation Study of the United States, Russia, and Indonesia', *Procedia Computer Science*, 269 (2025), 1654–62 <<https://doi.org/https://doi.org/10.1016/j.procs.2025.09.108>>.

⁴⁰ Supriyanto Supriyanto, Mariska Ramadana and Nurul Istiqomah, 'The Role of Green Investment in Enhancing Environmental Disclosure in Indonesia', *Asian Review of Accounting*, 33.5 (2025), 840–59 <<https://doi.org/https://doi.org/10.1108/ARA-09-2024-0274>>.

⁴¹ Seng Hansen, 'Legal Case Study on Indent House Purchasing in Indonesia', *Journal of Property, Planning and Environmental Law*, 18.1 (2025), 20–40 <<https://doi.org/https://doi.org/10.1108/JPPPEL-03-2025-0026>>.



the authority to execute its findings, so affirming the agency's institutional autonomy and strengthening its role within the consumer dispute resolution framework. The maintenance of judicial oversight upholds procedural safeguards and guarantees adherence to due process standards. This equitable design fosters legal certainty, enhances enforcement efficacy, and advances the overarching goals of consumer protection. The reconstruction systematically aligns administrative adjudication with judicial norms while preserving constitutional responsibility within Indonesia's legal framework.

Conclusion

This study concludes that the regulations governing the implementation of decisions made by the Consumer Dispute Settlement Agency (BPSK) in the Indonesian legal system do not yet embody substantive fairness. The existing framework, as delineated in Law Number 8 of 1999 regarding Consumer Protection, officially designates BPSK as an alternative dispute resolution entity for consumer conflicts between commercial entities and consumers. In fact, the execution mechanism of BPSK decisions sometimes creates legal ambiguity and feelings of injustice, especially in situations contesting BPSK findings. The reliance on judicial authorization for execution diminishes the efficacy of consumer protection and compromises the premise of accessible, straightforward, and affordable dispute resolution. The regulation of BPSK decision implementation. Initially, regarding legal content, the principles, procedures, and outcomes of dispute resolution via BPSK are inadequate due to the absence of independent executive authority in BPSK rulings. This constraint undermines the binding power of its decisions and lowers institutional legitimacy. Secondly, at the legal structural level, institutional limitations within BPSK, encompassing administrative and coordination difficulties, impede effective enforcement. Third, at the cultural level, insufficient consumer awareness of legal rights and the disproportionate negotiating power between business entities and consumers render consumers structurally vulnerable. These interrelated deficiencies cumulatively obstruct the attainment of justice-focused consumer dispute resolution. The study advocates for a revision of Article 57 of Law Number 8 of 1999 pertaining to Consumer Protection based on these findings. The revised clause stipulates that each BPSK decision must feature the directive heading “*Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa*” and empowers BPSK to execute its decisions directly. The District Court's judicial intervention should arise solely upon the filing of an objection to the execution by a party. This reconstruction fortifies the executive nature of BPSK decisions, augments legal certainty, bolsters institutional power, and promotes a consumer protection framework rooted in justice, efficiency, and constitutional accountability.

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