

## INTISARI

### **PEMBATALAN PUTUSAN BADAN PENYELESAIAN SENGKETA KONSUMEN ATAS UPAYA KEBERATAN OLEH PELAKU USAHA KAITANNYA DENGAN PELINDUNGAN KONSUMEN (STUDI PUTUSAN NOMOR 517 K/Pdt.Sus-BPSK/2014)**

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Penelitian ini bertujuan untuk mengetahui dan menganalisis makna dan kedudukan final dan mengikat ketentuan Pasal 54 ayat (3) Undang-Undang Nomor 8 Tahun 1999 (UUPK) *jo.* Pasal 42 ayat (1) Kepmenperindag Nomor 350/MPP/Kep/12/2001 (Kepmenperindag) terhadap Putusan Arbitrase BPSK Nomor 006/A/BPSK-DKI/I/2014 serta pertimbangan hukum hakim dan implikasi yuridis terhadap pembatalan Putusan Arbitrase BPSK *a quo*. Penelitian hukum normatif didukung wawancara narasumber dengan menggunakan penelitian jenis kepustakaan dan data sekunder dari bahan hukum primer, sekunder, dan tersier. Narasumber adalah Hakim Agung, Anggota BPSK, dan Analis Perdagangan. Analisis data dilakukan secara kualitatif.

Hasil penelitian dan pembahasan menunjukkan, Pasal 54 ayat (3) UUPK *jo.* Pasal 42 ayat (1) Kepmenperindag belum sepenuhnya mencerminkan putusan BPSK bersifat final dan mengikat. Pasal 56 ayat (2) UUPK masih membuka upaya keberatan ke PN. Putusan Arbitrase BPSK *a quo* contohnya telah dibatalkan oleh PN Jakarta Pusat atas keberatan pelaku usaha yang dibenarkan oleh MA dalam tingkat kasasi dan peninjauan kembali. Hakim dalam tiap tingkatannya menyatakan bahwa pelaku usaha tidak terbukti melanggar Pasal 7 huruf b dan d UUPK.

Kesimpulan: (1) Putusan BPSK bersifat final dan mengikat di internal lembaga BPSK, tetapi secara substansi keberatan dimaknai sebagai upaya hukum banding; (2) Pembatalan putusan BPSK menimbulkan implikasi yuridis hilangnya putusan yang telah berkekuatan hukum tetap dan mempunyai nilai eksekutorial. Saran: (1) Penghapusan Pasal 54 ayat (3) UUPK dan penambahan mekanisme arbitrase di BPSK; (2) Merevisi Pasal 56 UUPK untuk menetapkan putusan BPSK berkekuatan hukum tetap apabila tidak diajukan keberatan dalam jangka waktu 14 hari, serta mengatur pencantuman irah-irah dan permohonan penetapan eksekusi ke PN.

**Kata Kunci:** Final dan Mengikat, Putusan Arbitrase BPSK, Keberatan, Eksekusi, dan Pelindungan Konsumen.

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## ABSTRACT

### **NULLIFICATION OF CONSUMER DISPUTE SETTLEMENT AGENCY DECISION ON THE BASIS OF BUSINESS ACTOR OBJECTIONS RELATED TO CONSUMER PROTECTION (DECISION STUDY NUMBER 517 K/Pdt.Sus-BPSK/2014)**

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This study aims to examine and analyze the meaning and legal position of final and binding provisions of Article 54 (3) of Law Number 8 Year 1999 (UUPK) jo. Article 42 (1) of Kepmenperindag Number 350/MPP/Kep/12/2001 (Kepmenperindag) against the Arbitration Decision by BPSK Number 006/A/BPSK-DKI/I/2014 and the judges' legal considerations and juridical implications of the annulment of Arbitration Decision by BPSK a quo. Normative legal research supported by interviews with key informants while also utilising library research and secondary data sourced from primary, secondary, and tertiary legal materials. The informants were Supreme Court Justices, BPSK member, and trade analyst. The data analysis is a qualitative.

The result and discussion show, Article 54 (3) of UUPK jo. Article 42 (1) of Kepmenperindag do not necessarily reflect permanent legal force of BPSK decisions. Article 56 (2) of UUPK still opens an objection to the District Court. BPSK Decision a quo, for example, has been annulled by the Central Jakarta District Court on the basis of business actors' objections and justified by the Supreme Court at the cassation and judicial review levels. Judges at each level stated that the business actor was not proven to have violated Article 7 letters b and d of the UUPK.

The conclusion: (1) BPSK decisions are final and binding within the BPSK institution, in substance, the objection is interpreted as an appeals; (2) The annulment of BPSK decisions has legal implications in the form of the loss of decisions that have become final and binding judgment with executory value. The suggestions: (1) The deletion of Article 54 (3) of the UUPK and the addition of an arbitration mechanism within the BPSK; (2) Revising Article 56 of the UUPK to stipulate that BPSK decisions are final and binding if no objection is filed within 14 days, with regulating the inclusion of irah-irah and requesting enforcement to the District Court.

**Keywords:** Final and Binding, Arbitration Decision by BPSK, Objection, Execution, and Consumer Protection.

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