

# CONSUMER DISPUTE SUPERVISION AND SETTLEMENT IN A PANCASILA LEGAL COUNTRY: A REVIEW OF THE INCLUSION OF STANDARD CLAUSES IN STANDARD AGREEMENTS AND THEIR DAMAGE TO CONSUMERS

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## Abstract

Clause standard often used by the perpetrator attempt to divert responsibility, so that cause injustice to consumers. In Indonesian law, this type of clause is prohibited by the Consumer Protection Act (UUPK) because contrary to principle justice and balance in business transactions. This study aims to discuss supervision and resolution dispute consumers in the context of the Pancasila Legal State, with a focus on the inclusion of clause standard in agreement detrimental standard consumers. This study uses a legal method normative approach legislation and the concept of the Pancasila Legal State as the basis for analysis. The results of the study show that supervision of the inclusion of clause standard Still face various challenges, including weakness law enforcement and low awareness consumers. Therefore, it is necessary effort strengthening regulation and increasing the role of institutions protection consumers in ensuring rights consumer effectively protected.

**Keywords:** Supervision, Consumer Disputes, Standard Clauses, Standard Agreements, Consumers.

## INTRODUCTION

Every rule making legislation in Indonesia always can be seen from understanding philosophically towards Pancasila as a philosophy. This must be interpreted with the concept Pancasila values. Pancasila philosophy is able to giving and seeking the truth substantial about the nature of the state, the idea of the state, and the goals of the state. The basis of our state there are five principles in each principle related to other precepts and is one a whole, undivided and inseparable unity. Giving each other direction and as a basis to the other principles (Satriya, 2017). The state's goals will always we found in each constitution of the country concerned (in Indonesia it is found in the constitution /UUD NRI 1945), therefore it is not always the same and even there is the tendency of a very large difference between goals in one country with another country. For Indonesia, fundamentally the goal is Pancasila and at the same time it is the basis for the founding of this country (Soraya, 2022).

In Article 2 of Law Number 13 of 2022 concerning the Second Amendment to Law Number 12 of 2011 concerning the Formation of Legislation, it is emphasized that Pancasila is the source of all sources of state law. This means that all Legislation must be based on or sourced from Pancasila. Therefore, of course, it must not conflict with Pancasila. Likewise, Law Number 8 of 1999 concerning Consumer Protection was made referring to the principle that Indonesia is a State of Law in accordance with the concept contained in Pancasila where the State of Indonesia adheres to the *rechstaat mindset*. This can be seen in Article 1 paragraph 3

which states "that the State of Indonesia is a State of Law.

The concept of the "Rule of Law" contained in Pancasila has been seen in Soepomo's thoughts when writing an explanation of the 1945 Constitution of the Republic of Indonesia, who at that time argued that (Soraya, 2022):

*The concept of a state of law is a modern concept that did not grow from within Indonesian society itself. There are two ways of looking at social relations, namely: first, the individualistic perspective or the principle of the individual, where the individual is prioritized compared to the organization or society. This pattern of thinking developed in Western Europe and the United States, second, the integralistic perspective or the principle of family, where society is prioritized, compared to individuals. Of these two concepts, Indonesia tends to be more in line with the second thought, namely the integralistic perspective.*

Consumer Protection Law Number 8 of 1999 concerning Consumer Protection, the initial purpose of making the regulation (Law) was to protect the rights of consumers so that business actors do not forget the standardization of consumer rights in goods / services business activities so that consumers are not harmed.

The goods/services business is growing and growing rapidly, the use of digitalization technology in standard agreements also includes digital standard agreements. This is indicated by the high number of product offerings of goods and services offered by business actors to consumers. Offers are made through advertising media / directly or digitalization media so that it is easy for consumers to determine their desires. This condition has advantages for consumers, because consumer needs are available, met, and varied according to budget, needs, and abilities.

Sales relationships occur and agreements are made when consumers decide to take the goods and/or services offered and there is a sale and purchase transaction of goods/services between business actors and consumers (Poernomo, 2019). However, it is very regrettable that sometimes consumers are not careful in choosing the goods and/or services offered, either conventionally or online. Business actors usually make unilateral agreements by writing down binding standard provisions, so that consumers are forced to agree to them. Almost every sale and purchase/service agreement between business actors and consumers includes standard clauses, both those carried out conventionally and digitally. Unexpectedly, more than 90 percent of the inclusion standard clauses in any agreement for the sale and purchase of goods/services are detrimental to consumers (Hukumonline, 2002).

When connected with the provisions of Article 1320 and 1338 of the Civil Code, the substance of the standard agreement containing this standard clause is actually invalid, because it is made and determined unilaterally by the business actor. The emergence of standard agreements is motivated by the practical interests of business actors who take advantage of consumer weaknesses. This is certainly more beneficial for business actors. Here it can be seen that the parties in the standard agreement do not have equality. The term standard clause is known in Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection does not

recognize the term standard agreement, but rather the term standard clause. Article 1 number 10 of the law states that:

*"Standard Clause is any rule or provision and conditions that have been prepared and determined in advance unilaterally by the business actor which is stated in a document and/or agreement that is binding and must be fulfilled by the consumer. In the standard clause, things that must be done by the consumer are usually listed, such as additional costs, responsibilities, and others. Often in the standard clause, business actors include sentences or words that contain uncertainty and cause confusion so that this often leads to violations of consumer rights.*

clause itself is a regulation or provision and conditions that have been prepared and determined in advance unilaterally by the business actor which is stated in a document and/or binding agreement that must be obeyed by the consumer. The detrimental standard clauses, especially occur in several goods/services business activities both conventionally and digitally as follows (Fuady, 2015):

1. Banking Agreement
2. Non-Bank Financial Institution Agreement
3. Finance Company Agreement
4. Lease / Leasing Agreement
5. Venture Capital Agreement
6. Securities Sale and Purchase Agreement
7. Credit Card Business Agreement
8. Property and motor vehicle sale and purchase agreement.
9. Commercial services agreement as well as provision of professional services
10. Electronic Agreement

Lots of clause's standard, both conventionally and digitally, which is very detrimental consumers, so that position consumers are very far below. This is what needs to be boosted so that the position consumer equal to the perpetrator business based on principle freedom contract (Kurniasih et al., 2022).

Apart from the many disadvantages consumer, clause standard This clearly violates prohibitions contained in article 18 of Law No. 8 of 1999 concerning Consumer Protection (UU PK). Among them, prohibitions to list clause standard in every agreement if state diversion responsibility of the perpetrator business, manage regarding proof of loss the use of goods or services purchased by consumers, and so on (Wardiono, 2014).

Some complaints that are considered harm consumers, including sentences clause long standard and small letters and the amount of use term foreign, even though sometimes by the perpetrator goods/services business has warn to consumers so that consumers Read carefully

the clauses contained in the agreement said, however despite consumer has read the clause carefully and then the consumer does not agree to some of the clauses listed, then the process will not be carried out. Approved by the perpetrator business. This situation on several sides shows various weaknesses in consumers so that consumers do not have a safe position. Therefore, consumers also fundamentally need universal legal protection. Given the weak position of consumers in general compared to the position of business actors who are relatively stronger in many ways (Kristiyanti, 2018).

In addition, in the business world, we often encounter standard clauses and standard agreements designed to protect the interests of the perpetrator or service provider. These clauses often contain provisions that are detrimental to consumers, such as limitations on liability, unfair *arbitration provisions*, and other unbalanced provisions. This gives rise to various disputes between consumers and business actors, which are often difficult to resolve due to consumers' lack of understanding of the complex contents of the agreement. Consumer dispute resolution and supervision is an increasingly important issue in the context of the Pancasila rule of law. Pancasila as the foundation of the Indonesian state emphasizes social justice, protection of human rights, and the welfare of all people. In this context, consumer protection is a crucial aspect, especially in dealing with various unfair business practices.

The Pancasila rule of law demands that there be firm and effective legal protection efforts for consumers. One important step is to strengthen supervision of business practices and provide fair access for consumers to resolve disputes, namely through the Consumer Dispute Resolution Agency or abbreviated as BPSK, an institution that has the authority to supervise the inclusion of standard clauses as regulated in Article 52 of Law Number 8 of 1999 concerning Consumer Protection, Regulation of the Minister of Trade Number 72 of 2020 concerning the Consumer Dispute Resolution Agency and Decree of the Minister of Trade of the Republic of Indonesia Number 17 / M-DAG / PER / 4/2007 regulates the duties, authorities, and procedures for resolving consumer disputes, therefore it is important to conduct a legal review of the inclusion of standard clauses in the agreement, in order to ensure that the clause does not violate the principles of justice and does not harm consumer rights and what is crucial is the absence of firm action by BPSK as an extension of the government to prohibit unfair standard clauses that are often used by business actors to suppress consumers, business actors to pay attention to the principle of freedom contract and the consequences of binding legal agreements for the parties (*pacta sunt servanda*). In addition, considering the estimated number of uses of digital standard agreements in the present and future, the ongoing amendments to the UUPK do not yet contain regulations regarding digital standard agreements containing digital standard clauses. In addition, because standard clauses (non-digital or digital) are very likely to contain clauses *exoneration*.

Based on the description above, in writing this dissertation in order to complete the Doctoral (S3) study at the Doctoral Program in Law at the Indonesian Christian University, the author conducted a study through writing a dissertation entitled "Supervision and Settlement of Consumer Disputes in the Pancasila Legal State: Review of the Inclusion of Standard Clauses in Standard Agreements and Harming Consumers".

## RESEARCH METHODS

This type of research uses normative legal research, which is legal research that studies positive legal norms as the object of its study (Muhammad, 2004). In normative legal research, law is no longer viewed as something that is merely utopian but has been institutionalized and written in the form of existing norms, principles and legal institutions. Normative legal research is also called dogmatic legal research that studies, maintains and develops positive legal structures with logical structures (Wiradipradja, 2015).

In this study, the researcher used several approaches, namely the legislative, historical, conceptual, and comparative approaches. The data sources used is data secondary, namely with legal materials. Data collection techniques primary legal materials and secondary legal materials, using document study techniques (documentary) and carried out using system cards (card system), then inventoried and grouped (classified) according to each formulation of the problem. The analysis used in this study uses a qualitative analysis method, namely by means of do interpretation (interpretation) of legal materials that have been processed. The use of this interpretation method (interpretation) aims to interpret the law, whether against the legal material specifically primary legal materials are available the vacuum of legal norms, antinomy of legal norms and unclear legal norms (Pieris & Widiarty, 2007).

## DISCUSSION

### Form Violation Standard Clause

Indonesian law in current trade activities is influenced by the *Anglo-Saxon legal system*, one of which is business activities using standard contracts that are made in writing unilaterally by business actors without involving consumers. Consumers can only accept what is offered by business actors. The birth of an agreement in a standard contract if the consumer signs it is binding as a law (*principle sunt servanda*). If one party does not fulfill its obligations, a default occurs which can be carried out by the business actor or consumer.

Clauses are provisions that have been unilaterally drafted by business actors in an agreement and often do not provide consumers with the opportunity to negotiate. Although standard clauses are permitted in business practices, their use must not conflict with the principles of justice, legal certainty, and protection of consumer rights. However, in reality, many business actors include standard clauses unilaterally in a way that is detrimental to consumers, which ultimately violates the provisions of the Consumer Protection Law (UUPK).

Business actors tend to include standard clauses because of several advantages as stated by JK Macleod, "*First... saving the cost of individual drafting and therefore time and money. ... Second, standard contracts have been used to exploit economic advantages.*" The widespread use of standard contracts shows that although the use of standard contracts has the advantage of saving time, difficulty and expense in bargaining over terms, its practice in market transactions has now become a major problem because of its characteristics. In fact, in business activities carried out by business actors, they must carry out their obligations as stipulated in Article 7 of the UUPK, they must not carry out prohibited acts as stipulated in Article 8 of the

UUPK and follow the provisions for the use of standard contracts based on Article 18 of the UUPK. Business actors who violate the provisions of the articles mentioned above are responsible for losses suffered by consumers. These articles provide legal protection for consumer rights. Then Article 7 of the UUPK regulates the obligations that must be carried out by actors in carrying out their business activities. These obligations are to have good intentions, provide clear, honest information about the condition of the goods, serve consumers without discrimination, guarantee the quality of the goods, give consumers the opportunity to test the product and provide compensation if the goods received by consumers do not match what was agreed.

**Forms of violation of standard clauses can be found in various aspects, including:**

**a. Transfer of Business Actors' Responsibilities**

In business transactions, business actors often include standard clauses in agreements or transaction documents to protect their interests. However, in practice, some standard clauses actually harm consumers, one of which is by shifting the responsibility of business actors to consumers. This is a form of violation that is contrary to the principle of consumer protection. This is regulated in Article 18 of Law Number 8 of 1999 concerning Consumer Protection (UUPK), which explicitly prohibits business actors from including clauses that:

- 1) States that the business actor is not responsible for damage, loss or defects in the goods being traded.
- 2) States that consumers must bear the risk of transactions they make, even if the fault lies with the business actor.
- 3) Giving business actors the right to unilaterally change agreements or provisions that have been agreed upon without consumer consent.

For example, a shipping company includes a clause in the shipping note stating that the company is not responsible for loss or damage to goods during the shipping process, even if the error occurred due to the company's negligence. This violates Article 18 paragraph (1) letter a of the UUPK, because the business actor shifts responsibility to the consumer. If a business actor is proven to have violated the provisions regarding standard clauses, the sanctions that can be imposed include:

- 1) Cancellation of clauses that are detrimental to consumers as regulated in Article 18 paragraph (3) of the Consumer Protection Act.
- 2) Imposition of administrative sanctions, such as written warnings, product withdrawal from circulation, or revocation of business licenses.
- 3) If the violation causes major losses to consumers, business actors can also be subject to criminal penalties as regulated in Article 62 of the UUPK, with a maximum prison sentence of 5 years or a fine of up to IDR 2 billion.

Therefore, the transfer of responsibility through standard clauses is detrimental to consumers and violates UUPK and can be subject to sanctions. Therefore, consumers must be careful in



understanding the agreement, while business actors are required to comply with applicable regulations.

### **b. Inclusion of Clauses that Limit Consumer Rights**

Article 18 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) expressly prohibits the inclusion of clauses that limit or eliminate consumer rights. Business actors are prohibited from including clauses that:

- 1) States that consumers do not have the right to file claims or objections regarding goods/services purchased.
- 2) States that consumers cannot return the product or request a replacement, even if the product is defective or does not meet the promised specifications.
- 3) Limiting consumers' rights to file lawsuits in the event of a dispute with a business actor.

For example, many event organizers include a clause in their tickets stating that tickets are non-refundable for any reason, including if the event is canceled by the organizer. This type of clause is clearly detrimental to consumers because it eliminates their right to a refund.

Based on Article 18 paragraph (3) of the UUPK, the clause is considered null and void by law. In addition, business actors can also be subject to sanctions in the form of:

- 1) Written warning or order to change/delete clauses that violate consumer rights.
- 2) Administrative fines or even revocation of business licenses if the violation is considered serious.
- 3) Criminal, as regulated in Article 62 UUPK, with a maximum prison sentence of 5 years or a fine of up to IDR 2 billion if the violation causes major losses to consumers.

Thus, it is concluded that the inclusion of clauses that limit consumer rights is a form of violation of the principle of consumer protection. Consumer rights, such as filing claims, requesting refunds, and obtaining guarantees for products and services purchased, must be respected by business actors. Therefore, it is important for consumers to be more careful in reading the agreement or provisions that apply before making a transaction. If they find a clause that is detrimental, consumers can file a complaint with the Consumer Dispute Resolution Agency (BPSK) or the Indonesian Consumer Foundation (YLKI) to obtain legal protection.

### **c. Provisions that unilaterally burden consumers**

These provisions usually contain additional requirements or obligations that are unfair and can harm consumers, thus contradicting the principles of consumer protection regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK). The forms of violations include:

- 1) Imposing an unreasonable additional burden on consumers.
- 2) Requiring consumers to comply with rules that only benefit businesses.
- 3) Requiring consumers to pay hidden fees that were not agreed upon in advance.

Leasing company includes a clause in a credit purchase contract that requires consumers to pay an "additional administration fee" every month, the amount of which is not transparently explained at the beginning of the agreement. This provision is burdensome for consumers because the additional fee was not agreed upon from the start and creates an unfair financial burden.

If a business actor is proven to have included provisions that burden consumers unilaterally, then according to Article 18 paragraph (3) of the UUPK, the clause is considered null and void by law. Meanwhile, legal protection for consumers who are harmed is to be able to file for compensation from the business actor in accordance with the provisions of Article 19 of the UUPK. Business actors who refuse and/or do not respond and/or do not fulfill compensation for consumer demands can be sued through a consumer dispute resolution body or submitted to a judicial body at the consumer's domicile in accordance with Article 23 of the UUPK. Unless the business actor based on Article 28 of the UUPK can prove that the loss that arose in the legal relationship with the consumer was not due to his/her fault.

Therefore, provisions that burden consumers unilaterally constitute a form of violation of standard clauses that are prohibited by UUPK and business actors may not include clauses that only benefit business actors without considering the interests of consumers, for this reason consumers are more careful in reading agreements or contracts before signing, and understand their rights as consumers in accordance with applicable regulations.

#### **d. Clauses That Unfairly Benefit Business Actors**

Forms of Violation of Standard Clauses that unfairly benefit business actors, such as:

- 1) Granting exclusive rights to business actors to change terms and conditions without consumer consent.
- 2) Establishes that all disputes can only be resolved through mechanisms determined by the business actor.
- 3) Freeing business actors from legal responsibility for the products or services they provide.

For example, internet and cable TV providers include clauses that the business owner has the right to increase rates or change service packages at any time without notification or customer consent. This clearly benefits the business owner unfairly because consumers are not given the option to cancel the service without penalty.

Legal Consequences for Business Actors if proven to have included clauses that are unfairly advantageous, then based on Article 18 paragraph (3) of the UUPK, the clause is considered null and void by law. In addition, business actors can also be given the following sanctions:

- 1) BPSK can order business actors to delete or revise clauses that violate the law.
- 2) Sanctions in the form of fines / paying compensation
- 3) Administrative Sanctions



- 4) Criminal sanctions, as regulated in Article 62 of the Consumer Protection Act, carry a maximum prison sentence of 5 years or a fine of up to IDR 2 billion if the violation causes major losses to consumers.

If an unfair clause is found, consumers can file an objection with the Consumer Dispute Resolution Agency (BPSK), OJK (if related to the financial sector), or YLKI to obtain legal protection.

#### **e. Clauses That Are Difficult to Read and Understand**

Clause is often used in various transactions, such as credit agreements, insurance policies, purchase contracts, and digital services. Difficulty in reading and understanding standard clauses can be caused by several factors, such as the use of legal language that is too technical, the choice of very small letters, or the length of the text that is not arranged clearly and systematically.

For example, in a bank loan agreement, there is a clause that regulates additional costs in the event of late payment. However, this information is printed in very small font and placed at the end of the contract without adequate explanation. As a result, consumers are unaware of the existence of a fairly large late payment fine, so they have difficulty in fulfilling their obligations.

Such violations are contrary to Law Number 8 of 1999 concerning Consumer Protection (UUPK), especially Article 18 which prohibits the inclusion of standard clauses that are difficult to understand or detrimental to consumers. In addition, in principle, standard clauses must be written in clear language, easy to understand, and accessible to consumers without obstacles. If a violation occurs, the entrepreneur can be subject to sanctions:

- 1) Written warning or order to change/delete clauses that violate consumer rights.
- 2) Administrative fines or even revocation of business licenses if the violation is considered serious.
- 3) Criminal, as regulated in Article 62 UUPK, with a maximum prison sentence of 5 years or a fine of up to IDR 2 billion if the violation causes major losses to consumers.

In addition, if the business actor is proven to have committed fraud or manipulation in the standard clause that causes consumers to suffer major losses, the business actor may also be charged with Article 378 of the Criminal Code concerning fraud, which can result in a maximum prison sentence of 4 years.

To avoid legal consequences, business actors ensure that standard clauses in the agreement are written clearly, easy to read, and understandable by consumers. Transparency in business agreements not only protects consumers, but also increases trust and business sustainability in the long term.

Forms of violation of standard clauses indicate the need for strict supervision from the government and higher awareness from consumers in understanding their rights. In standard contracts, the position of the strong business actor determines the contents of the standard

contract and the consumer is in a weak position unable to do anything but follow what the business actor has determined. Business actors who carry out business activities using standard contracts tend to violate the principles of balance and the principles of injustice, because the contents of the contract are determined unilaterally by the business actor without involving the consumer.

Consumers who are harmed due to the use of standard contracts violate the provisions of the law such as not providing information correctly, honestly, and clearly regarding the condition of the products being traded, treating consumers in a non-discriminatory manner, products that do not meet quality standards, consumers are not given the opportunity to test the quality of the product so that consumers are harmed, then business actors are responsible for products that are not of good quality which cause harm to consumers.

Consumers who are harmed by the products produced by business actors can demand a settlement outside the court through alternative dispute resolution which can be done by negotiation, conciliation and expert assessment, arbitration and BPSK (Consumer Dispute Resolution Agency). While the settlement carried out outside the court is by filing a lawsuit with the District Court or Commercial Court. The information contained in the standard clause must be honest, clear, correct, do not let the business actor include in the standard clause things that are contrary to the actual condition of the goods. In this case, the business actor has bad intentions which are actions that are prohibited in carrying out business activities. Business actors include in the standard contract contrary to Article 18 of the UUPK concerning the provisions for the inclusion of standard clauses, such as refusing to return goods, money and compensation. The risk experienced by consumers is the responsibility of the business actor as long as the consumer can prove the mistake of the business actor. Consumers who cannot prove the mistake of the business actor, then the perpetrator is released from his responsibility. In addition, in consumer protection law, the principle of reverse proof applies, business actors can also prove that they are not guilty. With strict law enforcement and transparency in agreements, it is hoped that fairer business practices can be realized, thus providing optimal protection for consumers in Indonesia.

## **Comparison of Laws Regarding Standard Clauses in Indonesia with Other Countries**

### **Indonesia**

In Indonesia, Law Number 8 of 1999 concerning Consumer Protection (UUPK) regulates standard clauses. Article 18 of UUPK prohibits business actors from including standard clauses that:

- 1) Shifting the responsibility of business actors.
- 2) Refuse to return goods or money that has been paid.
- 3) Stating that consumers are subject to new rules made unilaterally.
- 4) Authorizes business actors to take unilateral action against goods purchased in installments.
- 5) Reducing consumer benefits or wealth.

- 6) Stating that proof of loss of use of goods or use of services is not the responsibility of the business actor.

Law Number 8 of 1999 concerning Consumer Protection (UUPK) stipulates that business actors who violate provisions regarding standard clauses can be subject to administrative and criminal sanctions. Administrative sanctions include written warnings, termination of business activities, or revocation of business licenses. Meanwhile, criminal sanctions can be in the form of a maximum imprisonment of 5 years or a maximum fine of IDR 2 billion.

### **European Union**

The European Union has Directive 93/13/EEC on unfair contractual clauses in consumer agreements. This directive provides that clauses that create a significant imbalance in the rights and obligations between the entrepreneur and the consumer, to the detriment of the consumer, are considered unfair and are not binding on the consumer.

Directive 93/13/EEC, the European Union stipulates that unfair contract clauses are not binding on consumers. EU member states are required to ensure that there are effective legal means for consumers to challenge such clauses. The sanctions applied vary from member state to member state, but generally include the annulment of unfair clauses and compensation to consumers who are harmed.

### **United States of America**

In the United States, the regulations regarding default clauses vary from state to state. However, in general, the Uniform Commercial Code (UCC) governs commercial contracts and transactions, including default clauses. Courts may refuse to enforce clauses that are deemed unfair or result from an imbalance of bargaining power.

In the United States, enforcement of unfair default clauses is done through the courts. If a court finds that a clause is unfair or results from an imbalance of bargaining power, the clause can be declared invalid. In addition, the business actor can be required to provide compensation to the injured consumer.

### **Australia**

Australia enforces *Australian Consumer Law* (ACL) prohibits unfair contract clauses in standard agreements. A clause is considered unfair if it creates a significant imbalance in rights and obligations, is not necessary to protect the legitimate interests of the party benefiting from it, and would cause harm to the other party if enforced.

*Australian the Consumer Law* (ACL) prohibits the use of unfair contract clauses in standard agreements. If a clause is found to be unfair, the court can declare it void. In addition, businesses that violate this provision can be subject to sanctions in the form of significant fines, orders to compensate consumers, and orders to stop the abusive business practice.

Based on the comparison, regulations in various countries focus on protecting consumers from exploitative or detrimental standard clauses, by establishing provisions that prohibit or limit the use of such clauses in agreements between business actors and consumers and although the

approaches and sanctions applied vary, the main objective of regulations in various countries is to protect consumers from exploitative or detrimental standard clauses, and ensure that there are effective law enforcement mechanisms to prosecute such violations. Therefore, law enforcement against standard clauses that are detrimental to consumers is given strict sanctions intended to create a deterrent effect. Based on this, researchers argue that in order to create a deterrent effect for business actors who violate the provisions of standard clauses, the sanctions given must be severe enough and have a significant impact, both financially and in terms of reputation. Apart from the aspect's sanctions, supervision must also be strengthened. Protection institutions consumers need to have greater authority to take action perpetrator an unlawful attempt rule clause standard. Mechanism complaints and resolution disputes must also be clarified so that consumers who are harmed have easier access to get justice.

### **Supervision and Dispute Resolution Standard Clause**

One of things that can utilized in supervision clause standard is the advancement of technology, supervision of clauses standard can be more effective carried out. Supervisory body can utilize data-based system for monitoring agreement containing clause standard. For example, data - based system technology can used to detect risky agreement harm consumers or weaker parties like monitor, detect, and analyze agreements more effectively. In addition, the digital platform that regulates transactions must be able to put forward principle transparency and giving opportunity for consumers to understand and negotiate applicable clauses.

Technological advances have brought significant changes in the supervision of standard clauses in agreements, both in terms of effectiveness and efficiency. The digitization of contract documents allows for faster and more accurate supervision, with technology through big data systems that can detect clauses that have the potential to harm consumers. In addition, digital platforms provide higher transparency, allowing interested parties to review and supervise standard clauses more easily. Thus, it can be concluded that technological advances have provided *innovative solutions* in the supervision of standard clauses, so that supervisory institutions can be more effective in detecting and preventing misuse of contract clauses. By utilizing big data, *blockchain*, and *digital platforms*, supervision becomes more efficient, transparent, and responsive to consumer interests.

Dispute resolution through arbitration or mediation can be an alternative solution that is more accessible to consumers and the injured party. The dispute resolution processes This dispute must provide balanced justice between second both parties and avoid any imbalance in position bid.

Effective law enforcement depends not only on strict rules and firm enforcement, but also on mechanisms settlement fast and efficient dispute resolution. Slow and bureaucratic legal system often hinders justice, extend legal uncertainty, and increase litigation costs for seekers. justice. Therefore, reform in resolving disputes become an important aspect in strengthening law enforcement. One of method for speed up the legal process is with put forward Mechanism Alternative Completion Dispute (*Alternative Dispute Resolution / ADR*). ADR includes various method like mediation, arbitration and negotiation that allow disputing parties reach

agreement without must through a long judicial process. According to Fiss in his book *Widyana, I Made*, the use of ADR can reduce burden court, expedite settlement matters, and provide more solutions flexible as well as customized with needs of the parties. In addition, ADR also helps maintain good relations between the parties, especially in business and commercial disputes.

In addition to ADR, the digitalization of the judicial system is also an important factor in increasing the efficiency of dispute resolution. In various countries, the implementation of *E-Court and E-Litigation* has accelerated the legal process by reducing administrative barriers and facilitating access to justice. For example, in Indonesia, the Supreme Court has implemented Supreme Court Regulation (Perma) No. 1 of 2019 concerning Electronic Case Administration and Trials, which allows lawsuits, mediations, and trials to be conducted online.

*E-Court and E-Litigation* in question is *e -Court* refers to the implementation of the judicial process electronically. Case registration, document exchange, and the implementation of hearing can conduct online through a special platform. *Meanwhile, e - Litigation* covers use of technology to support the overall litigation process, including case management, information exchange, and delivery verdict.

Superiority *E-Court and E-Litigation* can push acceleration of the legal process, providing greater and faster access and efficient to society, and strengthen trust in the system justice. This is a milestone history that marks Indonesia's commitment to answer global challenges with solutions innovative local.

Provision mechanism settlement fast and efficient dispute resolution is one of step key to strengthening law enforcement. Through the implementation of ADR and digitalization system justice, the legal process can become more inclusive, fair, and transparent. Thus, the state can increase legal certainty and to uphold principal justice more effectively. Thus can it is concluded that strengthening law enforcement against the clause Standard is an important step to ensure creation system a fair and balanced agreement. With the update Regulation, Update authority in the Institution. granting strict sanctions, increase legal education, utilization of technology, and resolution efficient dispute resolution, law can serve as a protector for the weaker party. Thus, strengthening law enforcement will create a more transparent and fair business environment, which in turn will strengthen trust society towards the legal system.

## CONCLUSION

The inclusion of standard clauses in agreements often contradicts the principle of freedom of contract and has the potential to harm consumers due to their weak bargaining position. Although standard clauses aim to speed up transactions and provide uniform standards, their use must still pay attention to the principles of fairness, balance, and consumer protection as stipulated in the Consumer Protection Law (UUPK). Misuse of standard clauses, such as unilateral transfer of responsibility or limitation of consumer rights, still often occurs in business practices. Therefore, stricter supervision and increased consumer awareness are needed so that they understand the legal consequences before agreeing to an agreement. In

addition, the Consumer Dispute Resolution Agency (BPSK) plays an important role in handling disputes related to standard clauses through conciliation, mediation, and arbitration mechanisms, so that it can create a fairer relationship between consumers and business actors.

Law enforcement against violations of standard clauses aims to ensure justice, legal certainty, and consumer protection. Unfair business practices, such as the inclusion of standard clauses that are difficult to understand or imposing responsibility on consumers, must be monitored more strictly. The government and related institutions, such as BPSK and the Indonesian Consumers Foundation (YLKI), need to increase their roles in supervision, education, and law enforcement so that consumers are better protected. In addition, business actors must ensure that agreements are drafted transparently, using language that is easy to understand, and does not include provisions that are detrimental to consumers. With strict supervision, massive education, and firm sanctions for business actors who violate, it is hoped that a business ecosystem will be created that is fairer, more transparent, and in favor of consumer interests.

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