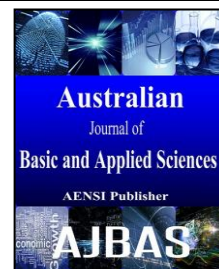




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Consumers & Disputes: The Malaysian & Indonesian Dispute Resolution Mechanisms

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ABSTRACT

Background: Dispute is a natural phenomenon present in the history of human culture and civilisation. It exists as an inherent part of economic and social matrices. A large part of consumer disputes arises from mismatched goals of the trader and consumer and the difference in their perceptions on the nature of the products associated with health, safety and consumer satisfaction. Consumer dispute is different in its nature and thus calls for a different settlement mechanism. **Objective:** Adopting the content analysis method, this paper aims at exploring the alternative dispute resolution mechanisms of Malaysia and Indonesia. **Results:** Dysfunctional court system justifies the existence of an alternative dispute resolution for consumer trade disputes in many jurisdictions. The development in Malaysia and Indonesia shows the application of alternative dispute resolution into the consumer trade dispute system. A comparative study of the mechanisms in these two countries shows similarities and differences in their approaches to the settlement of consumer disputes. **Conclusion:** Although in principle, consumer as buyer has substantive personal rights under several laws, the natural characteristics of consumer disputes cannot be upheld effectively through the traditional legal mechanism, Thus, an alternative dispute resolution serves as a better mechanism for the settlement of consumer dispute.

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INTRODUCTION

In the manufacturing business, the battleground has been shifting from marketing in the 1960s, to manufacturing in 1970s, to quality in 1980s, and now it is the customer service decade (Rubiah, 1990). Fast moving time, surrounded by rapid world development that directs society to become more developed, can be regarded as triggers to the revolution of consumerism that swept through the country. In reanalysing consumerism development, generally current consumers are more aware and are infused in new passion on the importance of knowing the rights of consumers and to preserve these rights from being violated by irresponsible parties. Consumerism adds further impetus for companies to provide a service system that caters for, in particular, consumer complaints. Attending to complaints is also seen as a market feedback for the company to improve its product performance, whilst also gathering information about consumer preference and purchasing habits (Rubiah, 1990). In order to advance consumer relations for effective complaint handling, companies must understand consumer behavior, needs and expectations. Consumer

complaints help to check business malpractices, trade exploitation, discipline the business community and promote better business ethics. Consumer complaints prove that budding consumer awareness has caused consumers not to allow their rights to be arbitrarily violated and oppressed. However, in discussing the question of access to consumer justice through the courts, this traditional system as a mechanism to resolve consumer disputes is often plagued with questions on its effectiveness in providing justice to consumers. According to Goldberg, Green and Sander (1985), the inherent characteristics of consumer disputes which have been identified as impacting upon dispute resolution are:

- i. a gross power disparity between individual consumer and the institutional seller;
- ii. relative consumer ignorance concerning the technical aspects of the product; and
- iii. stakes that are small in dollars but large in impact on the consumer.

Thus these characteristics have impacted on the settlement of consumer disputes *via* the court system. When assessing the effectiveness of the court system as an avenue for the resolution of consumer disputes, Howells and Weatherill (1995) pointed out

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that critics claim that, even if the substantive law were framed in the most pro-consumer terms, the rights granted to consumers would not be effective because the amounts of money involved are generally too small to be worth litigating; because the legal system and lawyers appear alien to the average consumer and only the more educated consumers are aware of and can articulate their complaints in terms which allow them to take advantage of the law. In this arena, the complexity in consumer problems justifies the existence and diversity of consumer dispute resolution mechanism. To Rachagan (2000), "... the creation of new substantive rights is a meaningless gesture unless the recipients are realistically in a position to enforce them when necessary. Substantive rights depend on procedural rights."

Consumer Complaint Behaviour:

Increase in mass production and availability of vast product choices have in turn increased consumer consumption and thus led to an increase in consumer complaints. To Blum (1977), consumer complaints are caused largely by incongruence in the goals of business and consumers as well as by differences in their perceptions of the characteristics of products as they relate to the user's health, safety and satisfaction. Consumers experience a number of dissatisfaction with their purchase, some which become disputes and some which do not. When a dispute exists, consumers are faced with a challenge of how to respond. Consumer response is likely to be influenced by his perception as to who is responsible for the product failure (Twigg-Flesner, 2003) and by the consumer complaint behaviour. Three theories behind consumer complaint behavior are:

- a. Disconfirmation of expectation and attribution theory (Boote, 1998; Erevelles & Leavitt, 1992; Folkes & Kotsos, 1986) – This theory states that, if perceived quality is lower than expectation of consumer, then it will result in negative disconfirmation as the resultant affective state.
- b. Equity theory (Boote, 1998) – This theory is concerned with balance and perceived fairness of the inputs and outputs of a particular transaction. There are 3 possible outcomes of a given transaction made by consumers as prescribed by equity theory; (i) equity; (ii) positive inequity and (iii) negative inequity.
- c. Hirschman's exit, voice and loyalty theory (Hirschman, 1970) – Hirschman's rich conceptualisation of the three alternative responses explains how individuals may react to dissatisfying situations resulting from poor service or poor product performance.

The Traditional Method of Dispute Settlement: A Mismatch for Consumer Dispute:

Many consumers who have legitimate consumer complaint do not perceive that there is a problem

and, if they do and try bringing their claims to the traditional processes, there are other barriers pursuing their claims. Commenting on the Formal Legal System (FLS), Ghanshyam Singh (2006) states that there are several problems associated to the FLS: "Awareness: The general lack of awareness of legal rights and remedies...; Mystification: The language of the law, invariably in very difficult and complicated English...; Delays ...; Expenses and costs...; Geographical location: ...We need to audit the physical accessibility of courts from the point of view of user friendliness...; Relevance: ...How relevant is the FLS for addressing the problem of the poor?...". According to Kelly and Holmes (2005), the problem with the court system is that it is essentially an antagonistic process ultimately designed to determine a winner and a loser in any particular dispute. As a consequence, court procedure tends to emphasise and heighten the degree of conflict between the parties rather than seeking to produce a compromise solution. Many consumer disputes are characterised by the disparity between economic value at stake and the cost and length of judicial settlement. In the context of consumer disputes, Nayak (1974) pointed out that, "...these types of problems (harassed and troubled consumers) hardly reach the courts due to formalities, procedure, cost of litigation a consumer has to face." To Thomas (1988), "...consumer claims are 'small claims'. Where the injury, damage or loss is relatively small, the conventional approach to litigation is inappropriate." Thomas points out that consumers are, "The unrepresented litigant engaged in legal action as an 'one in a life time' experience is therefore the classic 'one shotter'", who are always confronted in court by traders who are "...repeat player' who will be more powerful, more experienced at litigation, less susceptible to delays, are more likely to have the benefit of legal advice and representation."

Consumer Dispute: The Use of Alternative Dispute Resolution:

In the realm of consumer disputes, methods employed to overcome problems experienced by consumers in dealing with the legal system may be classified into two categories; namely, (i) measures directed at facilitating access to the ordinary courts; and (ii) measures that seek to by-pass these through the creation of court substitutes (Rachagan, 2000). In adopting the second measure, Harris (1993) explains that an ideal court substitute or consumer dispute resolution mechanism would possess the following attributes: "(i) informality; (ii) accessible and easy to use; (iii) speedy resolution; (iv) minimum expense; (v) procedural fairness; (vi) independent and impartial; and (vii) ensure compliance with outcomes." The second measure could be seen in various consumer protection legislations including Malaysia and Indonesia. These legislations contain,

among others, provisions on the settlement of consumer disputes incorporating the philosophy of alternative dispute resolution (ADR), namely, as pointed out by Brown and Marriott (1993);

ADR compliments litigation and other adjudicatory forms, providing processes which can either stand in their own right or be used as an adjunct to adjudication. This enables practitioners to select procedures (adjudicatory or consensual) appropriate to individual dispute. ADR allows greater control over resolving the issues between them, encourages problem solving approach, and provides for more effective settlements covering substance and nuance. It also tends to enhance cooperation and to be conducive to the preservation of relationships. Effective neutral third party intercession can help to overcome blocks to settlement and by expediting and facilitating resolution it can save costs and avoid delay and risks of litigation. ADR processes, like adjudicatory, have

advantages and disadvantages which make them suitable for some cases but not others.

According to Syed Khalid Rashid (2000), the main stimuli behind the emergence of ADR are;

- A feeling in the government as well as the public that the court system was dying under the intolerable overload of thousands of law suits.
- A feeling among the professionals as well as others that there is a need for specialized private forums to serve particular interest group and needs like commercial arbitration.
- A feeling that the judicial system fundamentally incapable of living up to the ideal of 'access to justice' for all.

For easy comprehension of the attributes of ADR, Goldberg, Green and Sander (1985) summarised the attributes of some selected ADR in the following table:

Table 1: Main characteristics of the various ADR processes.

Various ADR Processes	Main Characteristics
NEGOTIATION	Private Voluntary Informal Nature of proceeding: Informal Discussion and exchange of notes Who is the decision maker: Parties themselves Outcome: Mutual agreement signed as a contract Enforceable as a contract
MEDIATION & CONCILIATION	Private Voluntary Informal Nature of proceeding: Informal Discussion and presentation of evidence, identifying common interests and goals Who is the decision maker: Parties themselves (Mediator/Conciliator acts as a facilitator.) Outcome: Mutual agreement signed as a contract Enforceable as a contract
ARBITRATION	Private (but public if goes to court for judicial review) Voluntary Procedure may be set by the parties. Formal to some extent. Nature of proceeding: Each party gets opportunity to present evidences, proofs and arguments. Who is the decision maker: Arbitrator Outcome: Award given by the arbitrator (sometimes compromise and no award) Binding subject to judicial review in some cases
PRIVATE JUDGING	Private (but public if judicial enforcement is sought) Voluntary Highly flexible statutory procedure Nature of proceeding: Each party gets opportunity to present evidences, proofs and arguments. Who is the decision maker: Private judge Outcome: Well-reasoned legal decision Binding subject to appeal
MINI-TRIAL	Private Voluntary Informal, parties may set the procedure Nature of proceeding: Each party gets opportunity to present evidences, proofs and arguments. Who is the decision maker: Neutral third party Outcome: Mutual agreement Enforceable as a contract
EXPERT DETERMINATION	Private Voluntary Informal Nature of proceeding: Investigatory Who is the decision maker: The Expert Outcome: The determination given by expert Non-binding

The Malaysian Mechanism: The Tribunal for Consumer Claims:

The Malaysian government in recent years has become substantially more alert and enlightened about its responsibility to the consumers. There has been an increased government intervention to save consumers from all sorts of market exploitations in ensuring fair trade and transparency in the marketplace. The government has taken a commendable effort by the introduction of the Consumer Protection Act 1999, the Tribunal for Consumer Claims, the National Consumer Policy, and placing consumer interest as one of the focus under the 9th Malaysia Plan (2006 – 2010). The Consumer Protection Act 1999 (CPA) which comprises of 14 parts and a total of 150 sections, represents the single most important piece of legislation in the history of consumer protection in Malaysia. CPA came into force on 15 November 1999. Its objective is to provide provisions for consumer protection, to provide for the setting up of National Consumer Advisory Council and the Tribunal for Consumer Claims. The Act covers, *inter alia*, the following areas: (i) misleading and deceptive conduct, false representation and unfair practice; (ii) safety of goods and services; (iii) unfair contract terms; (iv) guarantees in respect of supply of goods; (v) rights against suppliers in respect of guarantees in the supply of goods; (vi) rights against manufacturers in respect of guarantees in the supply of goods; (vii) guarantees in respect of supply of services; (viii) rights against suppliers in respect of guarantees in the supply of services; (ix) product liability; (x) the National Consumer Advisory Council; (xi) Committee on Advertisement; and (xii) Tribunal for Consumer Claims.

The Tribunal for Consumer Claims (TCC) compliments litigation, offering hope to consumer conflicts. The Tribunal was established under the Consumer Protection Act 1999 for solving problems of consumers in the marketplace. TCC which came into force on 15 November 1999, is established under section 85, Part XII of the 1999 Act. Before the establishment of the Tribunal, consumer disputes are brought before a civil court. TCC is an independent body with the primary function of hearing and determining claims lodged by consumers under the Act. The primary objective of establishing the Tribunal is to provide an alternative channel, which is easy, cheap and speedy, for consumers to lodge their claims in respect of losses arising from any goods purchased or services rendered. The Tribunal currently consists of a Chairman, a Deputy Chairman and two Assistant Chairman who are officers from the Judicial and Legal Services and seven other members appointed by the Minister (section 86). The jurisdiction of the Tribunal shall be exercised by the Chairman, Deputy Chairman or any other member of the Tribunal selected by the Chairman sitting alone (section 96).

The Tribunal shall hear and determine any claims of which the total amount does not exceed RM25,000.00 (section 98(1)). The jurisdiction of the Tribunal is limited to a claim that is based on a cause of action which accrues within three years of the claim (section 99(2)). The Tribunal however shall have no jurisdiction in respect of any claim (section 99);

- (a) arising from personal injury or death;
- (b) for the recovery of land, or any estate or interest in land;
- (c) in which the title to any land, or any estate or interest in land, or franchise, is in question;
- (d) in which there is a dispute concerning
- (i) entitlement of any person under any will or settlement or any intestacy;
- (ii) goodwill;
- (iii) any chose of action; or
- (iv) any trade secret or other intellectual property.
- (e) where any other tribunal has been established under any other written laws to hear and determine claims on matters that have become the subject matter of the claim.

With the amendment introduced in 2010, TCC now has jurisdiction to hear consumer claims for which no redress mechanism is provided for under any other law.

A consumer may lodge a claim with the Tribunal claiming for any lost suffered on any matter concerning his interest as a consumer under the 1999 Act arising from:

- (a) a false or misleading conduct, false representation or unfair practice, that is (Part II);
 - i. a misleading or deceptive conduct as to the type, manufacturing process, suitability for purpose, quality and quantity;
 - ii. a misleading indication as to the price at which any goods or services are available;
 - iii. offer or gift, prize or other free item with the intention of not providing it or not providing it as offered;
 - iv. misleading claims, such as, 'while stocks last' or 'goods are limited';
 - v. receiving payment for goods or services without the intention to supply;
 - vi. forward services contract in respect of services to be rendered on a continuous basis.
- (b) Safety of goods and services (Part III);
 - i. safety standards in respect of any goods or class of goods;
 - ii. safety standards in respect of any services or class of services.
- (c) The right against a supplier in connection with any of the guarantees implied by the Act in relation to goods (Part V);
 - i. as to title;
 - ii. as to acceptable quality;
 - iii. as to fitness for a particular purpose;
 - iv. that goods comply with description;
 - v. that goods comply with sample;

- vi. as to reasonable pricing of goods;
- vii. as to repair and spare parts.
- (d) The right against a supplier in connection with any guarantee implied by the Act in relation to services (Part VII);
 - i. as to reasonable care and skill;
 - ii. as to fitness for particular purpose;
 - iii. that the services will be completed within a reasonable time;
 - iv. that reasonable price be charged.
- (e) The right against manufacturer in connection with any express guarantee on supply of goods as to (section 38);
 - i. quality, performance or characteristics of the goods;
 - ii. the provisions of services that are or may at any time be required in respect of the goods;
 - iii. the future availability of identical goods; or
 - iv. the return of money or other consideration should the goods not meet any undertaking by the guarantor.
- (f) The right against a manufacturer in connection with any guarantee implied by the Act in respect of any goods (Part VII);
 - i. as to acceptable quality;
 - ii. that the goods comply with description;
 - iii. as to repair and spare parts.

The Tribunal shall first assist the parties to negotiate an agreed settlement in relation of the claim. Where the parties reach an agreed settlement, the Tribunal shall approve and record the settlement and the settlement shall then take effect as if it is an award of the Tribunal. Where it appears to the tribunal that it would not be appropriate for it to assist the parties to negotiate an agreed settlement in relation to the claim; or the parties are unable to reach an agreed settlement in relation to the claim, the tribunal shall proceed to determine the dispute (section 107). At the hearing of a claim, no party shall be represented by an advocate and solicitor. A corporation or an unincorporated body of persons however may be represented by its full time paid employee. Where a party is represented, the tribunal may impose such conditions as it considers necessary to ensure that the party to the proceedings is not substantially disadvantaged (section 108).

The Tribunal shall make its award without delay within sixty days from the first day the hearing before the Tribunal commences. At the hearing the Tribunal may make any one or more of the following awards (section 112);

- (a) that a party to the proceeding pay the money to any other party;
- (b) that goods be supplied or re supplied;
- (c) that goods supplied or re supplied to the consumer be replaced or repaired;
- (d) that the price or other consideration paid or supplied by the consumer or any other person be refunded to the consumer or that person;
- (e) that a party comply with the guarantee;

- (f) that money be awarded to compensate for any loss or damage suffered by the claimant;
- (g) that the contract be varied or set aside, wholly or in part;
- (h) that costs (not exceeding RM200.00) to or against any party be paid;
- (i) that interest be paid on any sum or monetary award at a rate not exceeding eight per centum per annum;
- (j) that the claim be dismissed.

Every award made by the Tribunal shall be final and binding on all parties to the proceedings; and shall be deemed to be an order of a Magistrate's Court (section 116). There shall be no appeal against the decision of the Tribunal. Any person who after 14 days fails to comply with an award by the Tribunal commits an offence and shall on conviction be liable to a fine not exceeding RM5,000.00 or to imprisonment for a term not exceeding two years or both. In the case of a continuing offence, the offender shall, in addition, be liable to a fine not exceeding RM1,000.00 for each day (section 117).

Dealing with decisions of the TCC, the final and binding effect of the decision has contributed to the decision being judicially reviewed by the High Court. Nevertheless the decision of the Court of Appeal in the case of *Hazlinda Hamzah v Kumon Method of Learning Centre* [2006] 2 CLJ 933 has put certain matters to rest. In this case, on judicial review to the High Court, the TCC's decision was quashed. As a result, an appeal was brought by the appellant to the Court of Appeal. His Lordship Gopal Sri Ram JCA, in restoring the TCC's award, made it clear that awards of the TCC should not be overturned unless there is a clear-cut error. The court should be slow in interfering with decisions of the TCC as it was created by Parliament to protect consumers; "If we start injecting common law, contract law and the various other laws, it would be like us taking a *parang* and chopping what Parliament intended." His Lordship explained that the TCC applied consumer law which was based on equity and justice. His Lordship also said that it was high time consumers were protected from producers of goods and services; "You can get blood from the stone or even life back from God but you will get no money back from the trader. This kind of bad trading practice must cease."

The Indonesian Consumer Dispute Settlement Board:

In Indonesia, the interest for the enactment of a comprehensive legislation governing consumer protection has existed since the 1980s. Lack of a comprehensive legislation and awareness on the part of the consumers are the two major contributors to consumer problems in Indonesia. In dealing with these problems, Undang-undang No. 8 tentang Perlindungan Konsumen or The Law on Consumer Protection 1999 of Indonesia (LCP) was enacted and came into force on 21 April 1999. Until the

enactment of the LCP in 1999, there was no comprehensive legislation providing a framework for consumer protection in Indonesia. Although the enactment of the LCP was recent, prior to 1999 consumer protection in Indonesia nevertheless existed in several piecemeal laws which protected the interest of consumers in the field of hygiene, electricity, health, food, banking, copyright, patent, trademark and environment. The main ideas behind the enactment of the LCP were:

- a. The aim of the national development is to realize a just and materially as well as spiritually prosperous society in the era of democratic economy based on the 1945 Constitution and the Pancasila (State Philosophy);
- b. The national economic development in the globalization era must support the growth of businesses enabling the production of various goods and/or services with technology which can promote the welfare of society at large and at the same time ensure that goods and/or services obtained through trade are not harmful to consumers;
- c. With the market which is increasingly opening up as a result of the economic globalization process, the improvement of social welfare and certainty in respect of the quality, volume and security of goods and/or services obtained in the market must be guaranteed;
- d. In order to improve the dignity of consumers, there is a need to improve the consumers' awareness knowledge, attention, capability and independence in order to protect themselves and to develop a responsible business behaviour;
- e. Law provisions protecting consumers' interests in Indonesia have not been adequate yet; and
- f. For all the reasons above, a set of laws and regulations is needed in order to achieve continuity in the protection of the interests of consumers and business entities for creating a fair economy.

The LCP contains 15 chapters and 65 articles. It provides for the establishment of the National Consumer Protection Board and Consumer Dispute Settlement Boards. The law specifically regulates unfair competition, standard clauses, warranties and guarantees, advertisements and product liability. The LCP highlight the need to balance between the consumer and the commercial interests (Consumers International). The LCP confers rights and imposes obligations on both the consumers and business entities. The LCP provides for the sharing of responsibility for consumer protection between the government and the non-governmental agencies.

The settlement of consumer disputes in Indonesia may be performed inside or outside the court of law based on the voluntary choice of the parties in dispute. The Consumer Dispute Settlement Board (CDSB) is a dispute settlement mechanism outside the court system. To be appointed as a member of a consumer dispute settlement board, a person must be, (a) a citizen of the Republic of

Indonesia; (b) physically healthy; (c) having proper conduct; (d) has never been sentenced due to his crimes; (e) having knowledge and experience in the field of consumer protection; and (f) not less than 30 years of age (Chapter XI, Article 49). The members of the Board shall consist of the representative from the government, consumers and business entities. The CDSB shall handle and settle consumer disputes by means of mediation or arbitration or conciliation. The CDSB also provides consultation service on consumer protection and supervision on the inclusion of basic clause. The CDSB also receives written and oral reports from consumers regarding breaches of consumer protection or the provisions of the LCP. The CDSB conducts research and examination on consumer disputes and decides and determines losses suffered by consumers. The CDSB decides and determines losses suffered by consumers and is also allowed to impose administrative sanctions on business entities violating the provisions of the law (Chapter XI, Article 52). Article 55 provides that the consumer dispute settlement must issue a decision by no later than 21 business day after the receipt of a law suit. Decision of the CDSB is binding. Business entities are required to comply with the decision of the CDSB no later than 7 business days from the receipt of the decision of the CDSB. The parties may submit objection to the District Court by no later than 14 days after the receipt of the decision. Business entities who do not submit objections within the time frame as intended shall be deemed to accept the decision of the CDSB (Chapter XI, Article 52). Article 58 provides that the District Court must issue stipulation upon the objection as intended in Article 56 by no later than 21 days from the receipt of the objection. The parties may appeal to the Supreme Court of the Republic of Indonesia upon the stipulation of the District Court no later than 14 days. The Supreme Court must issue a stipulation by no later than 30 days from the receipt of the appeal.

Conclusion:

Consumer dispute resolution constitutes the other side of the coin of any piece of consumer protection legislation. This means that if no effective means of redress exists, any consumer protection initiative is doomed to fail (Goyens, 1995). The Malaysian and Indonesian legislations provide for consumer redress which is different in their characteristics. The Malaysian Tribunal for Consumer Claims and the Indonesian Consumer Dispute Settlement Board have their own strengths and weaknesses. The Consumer Protection Act 1999 of Malaysia brought about a shift in the paradigm by being the first consumer oriented legislation to provide for consumer dispute resolution mechanism. TCC, however, is still in need of reform. The composition of the CDSB (representatives from the government, consumers and business entities) and the time limit stipulated (21 days) for solving

consumer disputes brought before the CDSB are features to be welcome in Malaysia. A major obstacle to public interest litigation in Malaysia is the requirement that the plaintiff must have standing. Consumer associations need to be given the required standing and be permitted to bring public interest litigation, or even attempt substituted actions on behalf of a consumer (Rachagan, 1997). Objections to the District Court and appeal from the District Court to the Supreme Court of the Republic of

Indonesia provides by implication a system of appeal although not within the ADR system itself. The final and binding effect of the decision of the TCC in Malaysia has caused decisions of the TCC to be judicially reviewed in the ordinary court.

The Malaysian Tribunal for Consumer Claims and the Indonesian Consumer Dispute Settlement Board contain some similarities and differences in their characteristics. A comparative analysis between TCC and CDSB is illustrated in the following table:

Table 2: Comparative analysis of TCC and CDSB.

Characteristics	TCC (Malaysia)	CDSB (Indonesia)
Name of the mechanism	Tribunal for Consumer Claims	Consumer Dispute Settlement Board
Provision in the legislation	Part XII Consumer Protection Act 1999	Chapter XI Law on Consumer Protection 1999
Types of ADR	Tribunal Section 107 - If appropriate assist parties to negotiate an agreed settlement - If not or parties unable to reach an agreement, Tribunal determine the dispute	Article 52 Mediation/ Arbitration/ Conciliation
Composition	Section 86 A Chairman, a Deputy Chairman and two Assistants Chairman who are officers from the Judicial and Legal Services and seven other members being person who are qualified persons within the meaning of the Legal Profession Act 1976; or are or have held posts specified in the 4 th Schedule to the Subordinate Courts Act 1948	Article 49 (2) a. citizen of Republic of Indonesia b. physically healthy c. having proper conduct d. has never been sentenced due to his crimes e. having knowledge and experience in the field of consumer protection f. not less than 30 years of age Article 49(3) Government, consumers and business entities Article 50 A chairperson, a vice chairperson, and members
Jurisdiction	Section 98 Not more than RM25,000.00	Not specified
Duration of settlement	Section 112 Within 60 days from the first day the hearing before the TCC commences	Article 55 No later than 21 business days after the receipt of a law suit
Nature of the award	Section 116 Final and binding on all parties, shall be deemed an order of a Magistrate's Court Civil sanction – award of not more than RM25,000.00	Article 54 Final and binding Article 52 Civil sanction Administrative sanctions – compensation max Rp200,000,000.00
Limitation of jurisdiction	Section 99 A claim is based on a cause of action which accrues within three years of the claim	Not specified
Class action	Not allowed	Article 46 allowed
Failure to comply with the award	Section 117 Compliance within 14 days of the award Criminal offence – a fine not exceeding RM5,000.00 or imprisonment for a term not exceeding 2 years or both.	Article 56 No later than 7 business days from the receipt of the decision Article 56 Submit to investigations
Appeal within the system	No appeal	No appeal
Appeal outside the system	Judicial review on point of law to the High Court	Objection to the District Court no later than 14 days after the receipt of the decision – stipulation upon the objection no later than 21 days from the receipt of the objection Appeal to the Supreme Court of Indonesia no later than 14 days upon the stipulation of the District Court – issue stipulation no later than 30 days from the receipt of the appeal

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