



# Legal Certainty of Follow-up Actions on Peace Agreements Resulting from Mediation at the Gorontalo City Consumer Dispute Resolution Agency

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**Abstract:** The 2024 empirical investigation into the legal certainty of mediation agreements at the Gorontalo City Consumer Dispute Resolution Agency (BPSK) where 27 of 40 cases were successfully resolved underscores the agency's vital role as an efficient, socio-economic safeguard for vulnerable consumers. However, this study reveals a critical structural vulnerability: unlike the robust enforcement provided for arbitration and court-annexed mediation, the lack of automatic judicial homologation renders BPSK's Peace Deeds vulnerable, coupled with the recurring problem of business actor non-compliance. These factors position the agreement as a mere moral obligation rather than an enforceable executory title. To transform these outcomes into legally binding instruments, this study advocates for the immediate adoption of an integrated governance model centered on three priority policies: digital integration with the Court's SIPP to streamline ratification and reduce bureaucratic latency; standardization of SOPs and document formats to ensure technical compliance with Article 130 HIR; and mandatory mediator certification to guarantee the drafting of judicially executable agreements. Furthermore, acknowledging the single-jurisdiction scope, future research is necessitated to validate the model's scalability through longitudinal comparative studies across high-volume regions and sector-specific analyses (e.g., digital economy) to ensure efficacy against complex cross-border defaults.

**Keywords:** BPSK, Legal Certainty, Settlement Agreement.

## 1. Introduction

Consumer protection plays an essential role in the Indonesian legal system, particularly considering the inherent power imbalance between consumers and business actors, where consumers are often in a vulnerable position due to limited information and legal access (Lai et al., 2021; Matnuh, 2021; Subagyo et al., 2022). The presence of regulations guaranteeing consumer protection not only upholds individual justice but also creates legal certainty and a healthy business climate, making it an integral part of a socially just legal system (Abduh, 2023; Amajuoyi & Fejós, 2023; Maryudi et al., 2021). In this context, the Consumer Dispute Resolution Agency (BPSK), established under Law Number 8 of 1999 concerning Consumer Protection (UUPK), plays a strategic role as an Alternative Dispute Resolution institution (ADR). BPSK aims to provide faster, simpler, and more affordable access to justice, particularly through mediation mechanisms, which are recognized for saving time and costs while increasing legal certainty through court-enforceable peace agreements (Gómez & Tremolosa, 2024; Krisdiyanto et al., 2025; Subrata, 2023; Sukriono et al., 2025).

However, within the spectrum of Alternative Dispute Resolution (ADR) in Indonesia, the position of BPSK presents a unique anomaly compared to Arbitration or Court-Annexed Mediation, making the issue of legal certainty in this agency particularly urgent. In the arbitration regime governed by Law No. 30 of 1999, the "final and binding" status of an award is strictly upheld, where no appeal or cassation is permitted, and enforcement mechanisms through court registration are clearly defined to ensure execu-

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tion. Similarly, mediation conducted within the court system (Court-Annexed Mediation) under Supreme Court Regulation (PERMA) No. 1 of 2008 benefits from the forceful legal standing of Article 130 HIR, where a successful mediation directly results in a Peace Deed (*Akta Perdamaian*) that holds the same executory power as a final judge's verdict.

In stark contrast, mediation at BPSK often lands in a "legal limbo." Although Article 54 paragraph (3) of the UUPK declares mediation results as final and binding, the absence of an automatic "homologation" mechanism akin to Article 130 HIR or the strict enforcement protocols of arbitration renders these agreements vulnerable. This study focuses on observing the Gorontalo City Consumer Dispute Resolution Agency (BPSK) as a reflection of dispute resolution dynamics at the regional level. Specifically, this research identifies that the uncertainty of mediation implementation is predominantly influenced by two critical factors: the structural weakness of BPSK in executing agreements without judicial fiat and the frequent absence of business actors during proceedings. These impediments create a risk where a Peace Agreement lacks full executory force (*acte de paix*), a recurring issue highlighted in recent legal scholarship (Mukaromah et al., 2024; Pring & Federer, 2020; Rettberg & Dupont, 2023).

Consequently, although the UUPK states that the results of mediation are binding, its implementation is often hampered by ambiguity in post-mediation procedures and the absence of an automatic execution mechanism (Akram, 2022; Aritonang, 2025; Athirah & Sugiyono, 2023; Nuraeni & Sururi, 2022; Zeller & Trakman, 2019). Therefore, this study argues that legal certainty regarding the follow-up to the mediation Peace Act at the Gorontalo City BPSK is crucial to examine in order to provide a conceptual basis and practical solutions for strengthening the role of BPSK. The aim is to analyze the legal status of the Peace Act, the extent to which legal certainty is guaranteed during implementation, and to identify structural and cultural obstacles that arise in practice. This study is limited to the normative aspects and practices of mediation at the Gorontalo City BPSK. Through a legal-normative and empirical approach, this article is expected to contribute theoretically to the discourse on consumer law and mediation, as well as provide practical input for BPSK to improve procedures, enhance coordination with the courts, and develop a post-mediation mentoring system.

## 2. Materials and Methods

The method used in this article is a socio-empirical legal study methodology that combines normative legal research (looking at laws, rules, legal literature, and doctrines) with empirical and sociological data about how the Gorontalo City BPSK works. The normative approach involved an extensive review of the Consumer Protection Law (UUPK), contemporary scholarly literature (from 2015 to 2025) on mediation, the Peace Act, legal certainty, consumer disputes, and Alternative Dispute Resolution (ADR) (Athirah & Sugiyono, 2023; Jauhani et al., 2022; Primasari & Alpiyah, 2024; Umar et al., 2023). The empirical approach employs primary data from the 2024 Annual Report of the Gorontalo City BPSK Secretariat, the study's focal year, which encompasses the number of complaints, resolution status (mediation, arbitration, conciliation), type of resolution, and value of losses, given that the 2025 report has not yet been published. To enhance the analysis, contemporary scientific literature was utilized as secondary data. The employed data analysis approaches are a synthesis of analytical, descriptive, and normative-empirical methodologies. The objective of descriptive analysis is to delineate the patterns of conflict settlement at BPSK Gorontalo City utilizing empirical data. A pattern of normative-empirical analysis is used to critically evaluate how much the current legal framework for mediation changes the legal certainty of actions that follow the Peace Act. The evaluation results were further assessed by juxtaposing them with current legal practices and literature concerning the enforcement of the Peace Act and possible policy remedies, ensuring that the citations employed were contemporary sources.

### 3. Results and Discussion

#### 3.1. Compliance Analysis and Dispute Resolution at the Gorontalo City BPSK

The 2024 annual report of the Gorontalo City Consumer Dispute Resolution Agency (BPSK) documented 40 consumer complaints, indicating consumers' attempts to rectify structural disparities with commercial entities. Out of that total, 28 cases were successfully settled (27 through mediation and 1 through arbitration), demonstrating BPSK as an essential, expedient, and cost-effective non-litigation dispute resolution alternative in Gorontalo. Nevertheless, 11 cases could not be handled owing to technical limitations regarding document completeness, namely the absence of adequate transaction evidence (Minister of Industry and Trade Regulation of the Republic of Indonesia No. 350/MPP/Kep/12/2001 Articles 16-17). This failure signifies a deficiency in consumer legal literacy, especially among the poor and middle classes, concerning the significance of written paperwork as primary evidence. The overall losses effectively managed reached Rp2,024,556,708, highlighting the essential function of BPSK as a financial safeguard and a mitigator of social obligations for the residents of Gorontalo.

The categories of BPSK disputes are predominantly characterized by the financial services sector, especially with delayed payments for automobile loans and mortgages. Instances of delayed car payments, frequently accompanied by debt collection efforts, signify a systemic crisis in microfinance, wherein customers are susceptible due to inadequate education and insufficient transparency from financial entities (Akram, 2022; Ratrika et al., 2023; Svetiev et al., 2022). The unilateral repossession of units by debt collectors frequently contravenes the Fiduciary Guaranty Law. BPSK mediation functions as a corrective and social mechanism, establishing a forum for settlement that safeguards consumers from illicit acts and mitigates horizontal conflicts. However, the restricted power of BPSK to implement mediation outcomes raises concerns regarding legal certainty following mediation. This establishes a disparity between the idealism of civil law, which posits that a Deed of Settlement holds the same weight as a court ruling (Batu & Tunggati, 2025; Kusmayanti & Dharmawan, 2020; Mukti, 2023), and the actual circumstances. Modern research underscores the necessity for enhanced regulation, including the incorporation of BPSK mediation outcomes into the judicial system through homologation, thus granting them immediate enforceability (Athirah & Sugiyono, 2023; Primasari & Alpiyah, 2024).

In KPR disputes concerning heirs or economic crises, BPSK's mediation approach transitions to transformative mediation (Harnowo & Shahab, 2024). This mediation incorporates ethical and humanitarian considerations to facilitate an equitable debt restructuring, invoking the norm of good faith in contract law (Bagus & Wardhani, 2024; Famauri, 2019), so guaranteeing that the resolution transcends mere contractual language and emphasizes real justice.

Consumer protection concerns encompass product quality and public health. The acquisition of building materials that failed to satisfy specifications positions BPSK as the technical-legal arbitrator to facilitate reimbursement (Primasari & Alpiyah, 2024). Consumer losses in this instance are paramount as they pertain to the danger of structural safety in homes. Despite the efficiency of mediation, BPSK's technical constraints in

assessing material quality necessitate collaboration with standardization bodies or building specialists to augment the validity of conclusions. The circulation of hazardous hand lotion underscores the essential right to health and safety (Ferdian et al., 2023; Salerno et al., 2023). Mediation in cases of dangerous cosmetics shows how Alternative Dispute Resolution (ADR) can help with public health issues through in-depth conversations, such as product recalls (Athirah & Sugiyono, 2023), instead of focusing on money in court. The implementation of results and inter-agency cooperation (BPOM, Police) limit the effectiveness of BPSK, allowing the possibility of hazardous products reentering the market (Muhlis et al., 2022; Rastiawaty & Alrip, 2024). Institutional synergy is essential, with BPSK functioning as the initial point for grievances, while other entities implement structural sanctions.

Cases of fraudulent internet phone transactions serve as examples of disputes in the digital era, highlighting jurisdictional complexities and the need for adaptable legal frameworks (Amanda & Iskandar, 2025; Angkasa et al., 2023). The primary challenges for BPSK are institutional and cultural: the lack of business participants who conceal themselves behind lawsuit provisions and the insufficient comprehensiveness of consumer documentation. BPSK must enhance its function as a legal navigator, assisting customers in the ratification and enforcement of agreements. Literature affirms that in the absence of judicial ratification, peace is only a tenuous ethical commitment (Irsyad, 2021). Homologation is the sole legal method to convert a Deed of Settlement into a court order with definitive enforceability, so precluding consumers from initiating additional cases in the event of default.

Consequently, the success of BPSK Gorontalo necessitates multi-stakeholder synergy, encompassing comprehensive outreach to business entities (Subrata, 2023), standardization of mediation documents, system integration with the judiciary, and a clear legal framework. Although BPSK managed to save potential litigation worth more than Rp2 billion, strengthening the legal basis remains important so that every agreement has legitimate execution power.

The ramifications of the follow-up procedures of the Peace Act affirm that mediation extends beyond a verbal accord. To achieve final legal force (incracht van gewijsde or homologation), the Deed of Settlement must be presented to the court (Berenschot et al., 2024; Kusmayanti & Dharmawan, 2020). The primary issue regarding legal certainty post-mediation is the restricted authority of BPSK to enforce the agreement's outcomes (Batu & Tunggati, 2025; Mukti, 2023). In line with other research, these results support adding the BPSK Peace Act to the legal system (Athirah & Sugiyono, 2023; Primasari & Alpiyah, 2024) addressing the lack of business actors through socialization efforts (Jeon et al., 2020; Umar et al., 2023) and making sure full documentation through standard checklists (Świecka et al., 2021). The efficacy of mediation is significantly contingent upon explicit follow-up methods (Jauhani et al., 2022) and robust institutional governance (Michaelis & Weibelzahl, 2023; Rahayu et al., 2025). The forthcoming objective of BPSK is to enhance its function as a legal navigator to assist consumers until the agreement is ratified and implemented.

### ***3.2. Analysis of the Implications of Peace Agreement Follow-up Practices: Ensuring the Effectiveness of Mediation through Law Enforcement and Strong Governance***

Mediation, as a form of Alternative Dispute Resolution (ADR), does not end with the reaching of a verbal agreement between the parties (Lee, 2024). In order to be binding and legally enforceable, the results of mediation must be set out in a peace agreement which is then submitted to the court to obtain executory power or, in civil procedural terms, *incracht van gewijsde* (Berenschot et al., 2024) emphasizes that a settlement agreement that has been ratified by the court not only provides legal certainty, but also prevents recurring disputes and ensures the protection of the rights of both parties, both consumers and business actors.

Research findings show that in practice, the effectiveness of mediation at the Gorontalo City BPSK is often hampered by two main issues: 1) the absence of business actors, and; 2) incomplete supporting documents from consumers. These two issues are not only technical obstacles, but also reflect structural inequalities in access to and awareness of the law between the disputing parties.

The absence of business actors, especially from the financing and e-commerce sectors, is often based on the claim that the contract stipulates dispute resolution through the courts (litigation) or arbitration (non-litigation). In fact, the spirit of the Consumer Protection Law encourages dispute resolution through non-litigation channels, particularly mediation, which is faster and cheaper. To overcome this, more intensive socialization efforts and policy affirmation are needed so that the results of mediation at the BPSK can be ratified into deeds that have permanent legal force and are not merely considered private agreements with imperfect evidentiary force (Anastasovska & Staninova, 2025). As stated by (Jeon et al., 2020), business actors need to understand that participation in mediation is not a sign of weakness, but rather a form of legal responsibility and business ethics in line with the principles of consumer protection.

On the in line with Soerjono Soekanto's view, which emphasizes the importance of legal certainty as an element of justice. Thus, the practice of following up on peace agreements is not merely an administrative formality, but the main foundation for the success of ADR.

On the other hand, contemporary literature also highlights the role of institutional governance in ensuring the success of mediation (Michaelis & Weibelzahl, 2023; Tharakan & Lahoti, 2019) asserts that weak coordination between institutions, particularly between law enforcement agencies and supervisory authorities, is a major obstacle to the implementation of mediation outcomes. If governance is not robust, peace agreements can easily be ignored by parties that are economically or politically stronger. In addition, a study (Rahayu et al., other hand, incomplete files, especially transaction evidence such as notes, receipts, or contracts, are a major obstacle in the verification and mediation process. Many consumers, especially those from lower middle class backgrounds, are unaware of the importance of written documentation in daily transactions (Garz et al., 2020). To overcome this, BPSK needs to implement a more standardized document checklist system and provide training for verification officers so that they are able to guide consumers in completing administrative requirements (Świecka et al., 2021; Tan, 2020).

Previous studies show that the effectiveness of mediation is largely determined by the existence of clear and enforceable follow-up mechanisms. According to (Jauhani et al., 2022), peace agreements resulting from mediation will only have legitimacy if they are followed by legal instruments that ensure compliance by the parties. Without strict law enforcement, mediation has the potential to become nothing more than a forum for dialogue without certainty. This is 2025) emphasizes that follow-up on mediation outcomes must be positioned as an integral part of a broader consumer protection system. The effectiveness of mediation is not only measured by the peace agreement reached, but also by the extent to which the agreement has a real impact on the restoration of consumer rights. In this framework, the enforceability of peace agreements is seen as a legal instrument that can link mediation outcomes to contemporary legal practices, while ensuring a deterrent effect for business actors. Thus, the theoretical implications of previous studies confirm that mediation can only be successful if the follow-up to peace agreements is guaranteed by a combination of strong law enforcement and solid institutional governance.

**Table 1.** Summary of Research Results Based on Issues

Components	Conceptual Description	Relevance to Research	Implications
Legal certainty of peace agreements	Emphasizing the existence of clear, consistent, and enforceable rules (Radbruch, Kelsen)	Becoming a normative goal: mediation outcomes should be binding and provide legal certainty.	Civil procedure laws need to be harmonized so that mediation settlement agreements can be directly enforced
Alternative Dispute Resolution (ADR)	Fast, inexpensive, flexible non-litigation mechanisms (mediation, arbitration, conciliation).	Mediation at BPSK is used to resolve consumer disputes peacefully and efficiently.	Enhancing the legitimacy of ADR by strengthening the position of BPSK mediation in the national legal system
Empirical Findings (BPSK Gorontalo 2024)	Dispute cases: late vehicle payments, home equity loans, defective building materials, dangerous cosmetics.	Shows that there's a gap between the normative ideal (agreement = binding) and reality (violations still happen).	Enforcement regulations and joint supervision (BPSK-BPOM-OJK) are needed to prevent repeated violations.
Conceptual Integration	Legal certainty as the objective + ADR as the instrument + empirical findings as the reality of practice.	The need to strengthen BPSK regulations and governance so that mediation results are effective and fully implemented.	Establish integrated institutional governance so that BPSK mediation is not only preventive but also repressive.

*Resources : compiled by researchers in 2025*

#### 4. Conclusions

The 2024 empirical evidence from the Gorontalo City Consumer Dispute Resolution Agency (BPSK) reveals a dual reality: while the agency successfully mediated 27 out of 40 documented cases, ranging from complex vehicle financing to housing disputes, its long-term effectiveness remains structurally constrained. These findings confirm BPSK's vital role as a socio-economic safeguard for vulnerable consumers, yet they simultaneously expose a critical legal vulnerability where Peace Deeds operate merely as moral obligations rather than enforceable executory titles due to the absence of automatic judicial homologation. To bridge this gap and transform mediation outcomes into legally binding instruments, this study advocates for the immediate adoption of an integrated governance model centered on three priority policies. First, the digital integration of BPSK's case management system with the Court's Case Tracing Information System (SIPP) is essential to streamline the registration process and reduce the bureaucratic latency of ratification. Second, BPSK must enforce a strict standardization of pre-mediation verification SOPs and document formats to ensure every Peace Deed technically complies with the formal requirements of Article 130 HIR for execution. Third, institutional capacity must be strengthened through mandatory mediator certification, specifically focusing on the legal competence to draft executable agreements that can withstand judicial scrutiny. Finally, acknowledging the regional scope of this study, future research is urgently needed to validate the scalability of this model; specifically, scholars should prioritize longitudinal comparative studies across high-volume jurisdictions and conduct sector-specific analyses within the digital economy to rigorously test whether this homologation framework remains effective against the complex challenges of cross-border business defaults.

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