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The Principle of Lex Specialis Derogat Legi Generali In Relation to Financial Services Sector Disputes in Consumer Dispute Resolution in Indonesia

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ABSTRACT: This study aims to analyze the application of the principle of lex specialis derogat legi generali in resolving consumer disputes in the financial services sector in Indonesia. The problem arises from differences in regulations between Law Number 8 of 1999 concerning Consumer Protection, as a general provision, and Law Number 21 of 2011 concerning the Financial Services Authority and the Law concerning Bank Indonesia, as specific provisions in the financial services sector. This study uses a normative legal method with a statutory and conceptual approach.

The results of the study indicate that normatively, there is no overlapping regulation, because the regulation in the financial services sector, as lex specialis, has expressly overridden the general provisions in consumer protection law, as lex generali. In this case, the provisions of the Law in the financial services sector serve as the primary basis for determining the authority to resolve disputes, so that the resolution of consumer disputes in this sector is no longer within the scope of the Consumer Dispute Resolution Agency's authority. Problems that arise in practice are more often due to inaccuracies in understanding and applying the limits of authority under this principle, rather than to a vacuum or unclear legal norms.

Thus, the application of the principle of lex specialis derogat legi generali in the financial services sector has essentially provided clarity in determining authority, so that it is necessary to strengthen the understanding of this principle so that it can be applied consistently in consumer dispute resolution practices.

KEYWORDS: Lex Specialis Derogat Legi Generali, Financial Services, Authority, Legal Certainty.

INTRODUCTION

The legal relationship between business actors and consumers is basically formed from an agreement that binds both parties and requires a balance of interests between them.[1] However, in practice, consumers are often in a weaker position than business actors, both in.

terms of information and power in determining the contents of the agreement.[2] This imbalance often triggers problems, such as unfulfilled performance, violations of consumer rights, or failure to fulfill obligations as agreed. Furthermore, various forms of violations by business actors, including a lack of good faith in conducting business activities, also increase the potential for disputes between the parties (Article 7 letter (a) No. 8/1999 UUPK). This condition shows that the relationship between consumers and business actors does not always run ideally as expected in the principle of balance. Therefore, an effective dispute resolution mechanism is very important. This mechanism not only resolves conflicts but also provides legal protection for consumers and helps ensure legal certainty in economic activities.

In the Indonesian legal system, consumer dispute resolution does not have to be solely through the courts (litigation). However, it can also be conducted through non-litigation mechanisms, which are known to be more practical, faster, and more affordable. This non-litigation route is an important alternative, especially for consumers who need an efficient dispute resolution without going through a lengthy court process. One institution specifically established to handle consumer disputes outside the courts is the Consumer Dispute Resolution Agency. This institution has a legal basis in Law Number 8 of 1999 concerning Consumer Protection, specifically Article 52, which authorizes the Consumer Dispute Resolution Agency to receive, examine, and decide disputes between consumers and business actors. The existence of the Consumer Dispute Resolution Agency reflects the state's commitment to expanding access to justice, especially for those in weaker positions, such as consumers. With this institution, it is hoped that the dispute resolution process will be more accessible, fair, and provide legal certainty for the parties.

With the rapid development of economic activity, particularly in the financial services sector, consumer protection regulations no longer rely solely on the Consumer Protection Law's general provisions. This sector has evolved into a separate legal regime with specific regulations, primarily through the Law on the Financial Services Authority and strengthened through Law

Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector. These regulations indicate a shift in the consumer protection system, particularly in the financial services sector. Supervisory and protection authority, previously largely within the general legal framework, has now been transferred to a special regime with its own characteristics, mechanisms, and supervisory agency, the Financial Services Authority. Following the enactment of Law Number 21 of 2011 concerning the Financial Services Authority, most of these authorities were transferred to the Financial Services Authority, except for the payment system sector, which remains under Bank Indonesia's authority.

Thus, consumer protection in the financial services sector is not only general but also sector-specific, adapting to the complexities and risks inherent in financial services activities. It demonstrates that regulation of the financial services sector in Indonesia does not reside within a single institution, but is clearly divided among several agencies according to their respective scopes of authority.[3] Thus, regulations in this sector cannot be separated from the existence of legal norms that are special and specifically designed to regulate the characteristics of each field.

From a legal theory perspective, this condition is closely related to the application of the principle of lex specialis derogat legi generali, namely the principle which states that special regulations override general regulations if both regulate the same thing.[4] In this context, the Consumer Protection Law can be positioned as a general rule (lex generali). At the same time, the Financial Services Authority Law and the Bank Indonesia Law are specific rules (lex specialis) that specifically regulate the financial services sector. Normatively, the application of this principle has provided clear boundaries regarding the authority to resolve consumer disputes in the financial services sector. It means that disputes arising should be resolved in accordance with specific legal provisions, not through the general mechanisms stipulated in the Consumer Protection Law. However, in practice, financial services disputes are still submitted to the Consumer Disputes Resolution Agency and are even decided by that institution. This condition indicates an inaccuracy in the application of legal norms, not due to a lack of clarity or regulation.

This phenomenon is also reflected in various court decisions, particularly Supreme Court jurisprudence, such as Decision Number 27 K/Pdt.Sus/2013, which was then followed by Decision Number 1046 K/Pdt.Sus-BPSK/2016 and Decision Number 286 K/Pdt.Sus-BPSK/2018. These decisions essentially hold that disputes in the financial services sector do not fall within the authority of the Consumer Disputes Resolution Agency and must therefore be resolved through mechanisms in accordance with a special legal regime. It demonstrates legal consistency in placing the financial services sector within a special legal regime that overrides general provisions. Thus, the problems that arise are not due to overlapping norms, but rather a mismatch between normative provisions and field practice. In this case, the principle of lex specialis derogat legi generali should serve as the primary guideline in determining the authority for dispute resolution, so that errors in determining the authorized forum do not occur.[5]

In Supreme Court Decision Number 27 K/Pdt.Sus/2013, the panel of judges essentially stated that disputes arising from legal relationships in the financial services sector are not within the authority of the Consumer Dispute Resolution Agency, but are instead subject to specific legal provisions governing that sector. This consideration is based on the unique nature of the financial services industry, which has regulatory systems, supervision, and prudential principles that differ from those of the broader business sector. This decision was subsequently cited in similar cases, thereby underscoring the application of the principle of lex specialis derogat legi generali in law enforcement and judicial practice in Indonesia.

In addition, from an institutional authority perspective, Philipus M. Hadjon explains that authority can arise through attribution, delegation, or mandate.[6] Concerning consumer dispute resolution in the financial services sector, the Financial Services Authority's authority derives directly from statutory provisions. Therefore, this authority is specific and has a narrower scope than the general authority of the Consumer Dispute Resolution Agency. Therefore, the application of the principle of lex specialis derogat legi generali is reflected not only in the existence of specific legal norms but also in the distribution of authority among dispute resolution institutions.

Based on this description, this research focuses on two main research questions. First, how does the dispute resolution mechanism work in the financial services sector in Indonesia? Second, how does the principle of lex specialis derogat legi generali

[2] Hani Riadho Nasution and Abd. Harris, "The Position of Consumers in Legal Relations with Business Actors in Indonesia," Locus Journal of Academic Literature Review 4, no. 6 (September 2025): 471.

[3] Bank Indonesia, "Payment System & Rupiah Currency Management," Bank Indonesia, accessed May 6, 2026, https://www.bi.go.id/id/fungsi-utama/sistem-pembayaran/default.aspx.

[4] Willa Wahyuni, "Understanding the Principle of Lex Specialis Derogat Legi Generali," Hukum Online, September 12, 2022 https://www.hukumonline.com/berita/a/mengenal-asas-lex-specialis-derogat-legi-generali-lt631f21adec18c/, accessed on November 18, 2025 at 17.00 WIB.

[5] Shafira Monica Putri and Muh. Ali Masnun, "Problems with the Authority of the Consumer Dispute Resolution Agency in Resolving Disputes in the Financial Services Sector through Arbitration," accessed April 8, 2026, p. 2

[6] Philipus M. Hadjon, Introduction to Indonesian Administrative Law, Yogyakarta: Gadjah Mada University Press, pp. 130-160

apply to determining the authority to resolve consumer disputes in the financial services sector? This research is expected to provide a more comprehensive understanding of the limits of authority based on applicable legal norms and their implications for legal certainty in consumer dispute resolution.

Table 1. Comparative Analysis of Financial Services Consumer Disputes

The principle of lex specialis derogat legi generali relates to disputes in the financial services sector in resolving consumer disputes in Indonesia.	**Legal Certainty of Consumer Dispute Resolution Agency Decisions Regarding Banking Customers (Case Study of Cibinong District Court Decision Number: 389/Pdt.Sus BPSK/2020/PN.Cbi)**	**Dualism of Authority in Resolving Consumer Service Disputes Finance and Its Implications for Legal Certainty Financial Services Disputes**
Using the principle of lex specialis derogat legi generali as the main basis to emphasize that the authority to resolve disputes lies in the special legal regime of the financial services sector.	Criticizes the use of the lex specialis principle and states that this principle is not always relevant, especially when there are differences in the hierarchy of regulations.	It does not specifically criticize the principle of lex specialis, but rather emphasizes the unclear application of authority in institutional practice.

RESEARCH METHODS

This research is a normative legal study that employs a statutory and conceptual approach. The legal materials used include legislation, court decisions, and scientific literature. The analysis is conducted qualitatively by examining the relationship between general and specific legal norms.

DISCUSSION

What Is The Dispute Resolution Mechanism In The Financial Services Sector In Indonesia?

Dispute resolution in the financial services sector in Indonesia can basically be achieved through two channels, namely litigation and non-litigation channels.[7] However, the current legal system prioritizes out-of-court dispute resolution as a first step to create a simpler, faster, and more efficient process. This approach also aligns with efforts to provide optimal protection for consumers without having to directly engage in the court process, which can be time-consuming and costly. However, in practice, not all complaints result in a settlement, potentially escalating into a dispute between consumers and providers. In such circumstances, additional resolution mechanisms are needed beyond business actors, either through court or out-of-court channels. In line with efforts to strengthen a stable and sustainable national financial system, the government, through recent policies, has strengthened regulations in this sector, including strengthening the role of Bank Indonesia in monetary aspects, payment systems, and macroprudential policy, as well as the Financial Services Authority (OJK) in overseeing the financial services sector as a whole.[8]

The first stage in dispute resolution is generally conducted through an internal dispute resolution mechanism, namely a complaint filed by the consumer with the relevant financial services provider. At this stage, the financial services provider may resolve the problem directly with the consumer in accordance with applicable consumer protection provisions. However, not all complaints can be resolved at this stage. In certain circumstances, differences in interests between the parties persist, making a dispute unavoidable. If an internal resolution fails to reach an agreement, the dispute can be continued through an out-of-court settlement mechanism facilitated by the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS-SJK). The existence of this institution is part of a dispute resolution system specifically designed to handle disputes in the financial services sector. In its implementation, LAPS-SJK prioritizes the principles of accessibility, independence, fairness, as well as effectiveness and efficiency, as stipulated in Article 34 of Bank Indonesia Regulation Number 3 of 2024 concerning Alternative Dispute Resolution Institutions in the Financial Sector.[9]

[7] Hidayaturrochman and Syufa'at, "Resolving Customer Complaint Disputes in Financial Services Institutions During the Covid-19 Pandemic at the Purwokerto Financial Services Authority Office," Journal of Islamic Economic Law, Vol. 5, No. 1, April 2022, p. 43.

[8] Pitriya Nur Habibah and Devi Siti Hamzah Marpaung, "Efforts to Handle Alternative Dispute Resolution Institutions against the Financial Services Authority," Jurnal Panorama Hukum, p. 50.

[9] Tiara Amanda Putri, "Understanding Alternative Institutions for Dispute Resolution in the Financial Services Sector," Hukumonline, May 16, 2025, accessed April 15, 2026, https://www.hukumonline.com/klinik/a/mengenal-lembaga-alternatif-penyelesaian-konstruksi-jasa-keuangan-lt63d79c5153926/

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The dispute resolution process through the LAPS-SJK can be conducted through several mechanisms, including mediation, adjudication, and arbitration. Each mechanism provides the parties with the option to choose the form of resolution that best suits their needs and the nature of the dispute. In addition to serving as a dispute resolution forum, the LAPS-SJK also provides consultation, improves the quality of dispute resolution, and develops the competence of mediators and arbitrators. However, not all disputes can be submitted directly to the LAPS-SJK. Based on Article 37 of Bank Indonesia Regulation Number 3 of 2024, several requirements must be met, including that the dispute has undergone an internal resolution process, is not in process or has been decided by a judicial institution or other dispute resolution institution, and falls within the civil realm. These provisions demonstrate that the dispute-resolution mechanism in the financial services sector has been designed in a hierarchical, structured manner to ensure legal certainty for the parties.

On the other hand, if non-litigation dispute-resolution efforts fail to achieve the desired results, the parties still have the right to pursue litigation in court. It is a last resort and can be used to obtain a binding and enforceable decision. Strengthening dispute resolution mechanisms in the financial services sector also relies heavily on the role of state institutions, particularly Bank Indonesia and the Financial Services Authority (OJK), which have the authority to regulate and oversee this sector.[10] This is in line with the provisions of Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector, which emphasizes the importance of financial system stability and consumer protection as part of national policy in the financial services sector.

Thus, the dispute resolution mechanism in the financial services sector demonstrates a system that not only focuses on conflict resolution but also prioritizes consumer protection through a more effective and responsive process.[11]

Although the legal separation of authority between consumer protection law and financial services law is normatively stipulated, its implementation in practice has not been fully aligned. This fact indicates that clarity in legislation is not necessarily accompanied by consistent implementation.[12] This problem can be influenced by various factors, such as limited understanding among law enforcement officials and the public regarding the limits of each institution's authority, and suboptimal dissemination of information regarding dispute resolution mechanisms in the financial services sector. Furthermore, the Consumer Dispute Resolution Agency, which in practice continues to receive complaints from various sectors, also creates the potential for errors in determining the institution authorized to resolve disputes.

How is the Principle of Lex Specialis Derogat Legi Generali applied in Determining the Authority to Settle Consumer Disputes in the Financial Services Sector?

According to Purnadi Purbacaraka and Soerjono Soekanto, the principle of lex specialis derogat legi generali basically states that if an event has special characteristics, then the legal provisions that specifically regulate it must be prioritized in their application.[13] This principle remains valid even if other, more general rules could also be applied to the event. Therefore, this principle serves as a guideline for determining which legal norm to apply when several regulations exist at the same hierarchical level.

The application of this principle in determining the authority to resolve consumer disputes in the financial services sector is conducted by first examining and distinguishing between general (lex generali) and specific (lex specialis) regulations. In this context, Law Number 8 of 1999 concerning Consumer Protection can be categorized as lex generali, as it contains broad regulations governing the relationship between consumers and business actors that apply across sectors.

Meanwhile, a special regulatory regime has been established in the financial services sector, stemming from Law No. 21 of 2011 concerning the Financial Services Authority, as reinforced by Law No. 4 of 2023 concerning the Development and Strengthening of the
Financial Sector, and the Law concerning Bank Indonesia, which specifically regulates aspects of the payment system. Both laws constitute lex specialis, overriding the general provisions of the Consumer Protection Law as they relate to the financial services sector.

As a lex specialis, the provisions of the Financial Services Authority Law are not only general in nature but also comprehensively regulate consumer protection in the financial services sector. It is reflected in Articles 28 to 31, which authorize

[10] Yessy Kusumadewi and Grace Sharon, Consumer Protection Law, First Edition (Yogyakarta: Fatimah Azzahrah Institute, August 2022), pp. 130–134.

[11] Aad Rusyad Nurdin, "Study of Consumer Protection Regulations in the Banking Sector," Permanent Lecturer, Faculty of Law, University of Indonesia, p. 302, accessed on April 9, 2026.

[12] Wahyu Simon Tampubolon, "Legal Protection Efforts for Consumers Reviewed from the Consumer Protection Law," Scientific Journal of Advocacy Vol. 4, No. 1 (2016): pp. 58–60.

[13] Purnadi Purbacarakan, Soerjono Soekanto, Legislation and Jurisprudence, Citra Aditya Bakti, Bandung, 1989,
p. 9

the Financial Services Authority to take measures to prevent consumer losses, handle complaints, and provide legal representation for consumers and the public. Article 28 authorizes the Financial Services Authority to take preventive measures, including providing public education and suspending the activities of financial services institutions that have the potential to harm consumers. Furthermore, Article 29 regulates the mechanism for handling consumer complaints, including providing complaint facilities and facilitating dispute resolution. Article 30 authorizes the Financial Services Authority to carry out legal defense, including filing lawsuits to obtain compensation for injured parties. This provision is further reinforced in Article 31, which mandates further regulation through the Financial Services Authority Regulations.

Thus, the application of the principle of lex specialis derogat legi generali in this context is conducted by placing the Financial Services Authority Law and the Bank Indonesia Law as the primary basis in determining the authority to resolve disputes, so that the provisions of the Consumer Protection Law are no longer the main reference if the dispute is within the scope of financial services. However, in practice, the application of this principle has not been conducted consistently, as can be seen from the cases handled by the Consumer Dispute Resolution Agency, which predominantly come from the financial sector.[14]

The implications of this principle are evident in the dispute resolution mechanism. Consumer disputes in the financial services sector are, in principle, resolved through a special mechanism established within the financial services legal regime, namely the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS-SJK), which implements the authority granted by the Financial Services Authority Law. Meanwhile, for certain aspects, such as payment systems, regulation remains within the authority of Bank Indonesia, within the scope stipulated in statutory regulations.

This implementation is also reflected in judicial practice. The Supreme Court, through Decision Number 27 K/Pdt.Sus/2013, which was then followed by Decision Number 1046 K/Pdt.Sus-BPSK/2016 and Decision Number 286 K/Pdt.Sus-BPSK/2018 consistently emphasized that disputes arising in the financial services sector do not fall within the authority of the Consumer Dispute Resolution Agency, but rather fall within a specifically regulated legal realm.[15] This series of decisions demonstrates that the principle of lex specialis derogat legi generali has been strictly applied, overriding the general provisions of the Consumer Protection Law. Furthermore, the numerous cases of Consumer Dispute Resolution Agency revocations have raised public doubts about the Consumer Dispute Resolution Agency itself.[16] Thus, normatively, the application of the principle of lex specialis derogat legi generali
in the financial services sector is clear (clear cut), namely by placing the Financial Services Authority Law and the Bank Indonesia Law as lex specialis which overrides the Consumer Protection Law as lex generali.[17]

However, in practice, disputes in the financial services sector are still being submitted to the Consumer Dispute Resolution Agency. This situation indicates that although the boundaries of authority are normatively clear, their application in the initial stages of determining the dispute resolution forum is not entirely consistent. From a legal theory perspective, this reflects a gap between das sollen (what should be) and das sein (what happens in practice), which emphasizes the importance of improving the understanding and accurate application of these principles by the parties involved.[18]

Furthermore, accuracy in determining authority is also closely related to professionalism in the implementation of institutional duties. Inaccuracy in assessing the scope of authority can potentially lead to errors in dispute resolution, necessitating caution and a comprehensive understanding of applicable legal structures.[19]

Thus, the application of the principle of lex specialis derogat legi generali in determining the authority to resolve consumer disputes in the financial services sector has a clear and firm normative basis, but still requires consistency in its implementation to provide legal certainty and effective dispute resolution.

[14] Kuningan Online," "In 2025, BPSK Kuningan Handled 43 Consumer Disputes, Dominated by the Financial and Leasing Sectors," accessed on April 8, 2026, https://kuninganonline.com/selama-2025-bpsk-kuningan-tangani-43-konstruksi-konsumen-dominasi-sektor-keuangan-dan-leasing/.

[15] Shafira Monica Putri and Muh. Ali Masnun, "Problems with the Authority of the Consumer Dispute Resolution Agency in Resolving Disputes in the Financial Services Sector through Arbitration," accessed April 8, 2026, p. 3.

[16] Shidarta, Morality of the Legal Profession, Bandung: Refika Aditama: An Offering of a Framework for Thinking, 2nd Edition, 2009, pp. 107-108

[17] Yonathan Aryadi Wicaksana, "Dualism in the Meaning of the Principle of Lex Specialis Derogat Legi Generali," (Faculty of Law, Sebelas Maret University, Surakarta), p. 684.

[18] Ema Rahmawati and Rai Mantili, "Dispute Resolution Through Alternative Dispute Resolution Institutions in the Financial Services Sector," Padjadjaran Journal of Legal Studies, 2016, p. 203.

[19] Yonathan Aryadi Wicaksana, "Dualism in the Meaning of the Principle of Lex Specialis Derogat Legi Generali," (Faculty of Law, Sebelas Maret University, Surakarta), p. 684.

CONCLUSION

Based on the discussion, it is understood that dispute resolution in the financial services sector cannot be equated with consumer dispute resolution in general. The specific regulations in this sector affect the authority of the authorized institution. In this regard, through Supreme Court Decision Number 27 K/Pdt.Sus/2013, it was confirmed that disputes arising in the financial services sector do not fall within the Consumer Disputes Resolution Agency's authority. However, it must be resolved in accordance with the legal provisions that specifically regulate that sector.

Thus, the principle of lex specialis derogat legi generali plays a crucial role as a basis for determining the appropriate dispute resolution forum. Although these boundaries are clearly defined, in practice, inconsistencies remain in their application, particularly in determining institutional authority. It suggests that the issues that arise are more related to the understanding and application of legal norms than to regulatory deficiencies. Therefore, increased understanding and caution are needed in applying this principle to ensure that dispute resolution complies with applicable provisions and provides legal certainty for the parties.

BIBLIOGRAPHY

Book

1) Hadjon, Philipus M. Introduction to Indonesian Administrative Law. Yogyakarta: Gadjah Mada University Press.
2) Purbacarakan, Purnadi, and Soerjono Soekanto. Legislation and Jurisprudence. Bandung: Citra Aditya Bakti, 1989.
3) Shidarta. The Morality of the Legal Profession: An Offering of a Framework for Thinking. 2nd ed. Bandung: Refika Aditama, 2009.
4) Yessy Kusumadewi, and Grace Sharon. Consumer Protection Law. First edition. Yogyakarta: Fatimah Azzahrah Institute, August 2022.

Journals and Scientific Papers

1) Habibah, Pitriya Nur, and Devi Siti Hamzah Marpaung. “Efforts to Handle Alternative Dispute Resolution Institutions against the Financial Services Authority.” Journal of Legal Panorama.
2) Hidayaturrochman, and Syufa'at. "Resolving Customer Complaint Disputes of Financial Services Institutions during the Covid-19 Pandemic at the Purwokerto Financial Services Authority Office." Journal of Sharia Economic Law 5, no. 1 (April 2022).
3) Nasution, Hani Riadho, and Abd. Harris. “The Position of Consumers in Legal Relations with Business Actors in Indonesia.” Locus Journal of Academic Literature Review 4, no. 6 (September 2025).
4) Nurdin, Aad Rusyad. “A Study of Consumer Protection Regulations in the Banking Sector.” Permanent Lecturer, Faculty of Law, University of Indonesia.
5) Putri, Shafira Monica, and Muh. Ali Masnun. “Problems with the Authority of the Consumer Dispute Resolution Agency in Resolving Disputes in the Financial Services Sector through Arbitration.”
6) Rahmawati, Ema, and Rai Mantili. “Dispute Resolution Through Alternative Dispute Resolution Institutions in the Financial Services Sector.” Padjadjaran Journal of Legal Studies (2016).
7) Tampubolon, Wahyu Simon. “Legal Protection Efforts for Consumers Reviewed from the Consumer Protection Law.” Scientific Journal of Advocacy 4, no. 1 (2016).
8) Wicaksana, Yonathan Aryadi. “Dualism in the Meaning of the Principle of Lex Specialis Derogat Legi Generali.” Faculty of Law, Sebelas Maret University, Surakarta.

Legislation

1) Bank Indonesia Regulation Number 3 of 2024 concerning Alternative Dispute Resolution Institutions in the Financial Sector.
2) Law Number 21 of 2011 concerning the Financial Services Authority. State Gazette of the Republic of Indonesia 2011 Number 111, Supplement to the State Gazette of the Republic of Indonesia Number 5253.
3) Law Number 23 of 1999 concerning Bank Indonesia. State Gazette of the Republic of Indonesia 1999 Number 66, Supplement to the State Gazette of the Republic of Indonesia Number 3843.
4) Law Number 3 of 2004 concerning Amendments to Law Number 23 of 1999 concerning Bank Indonesia. State Gazette of the Republic of Indonesia 2004 Number 7, Supplement to the State Gazette of the Republic of Indonesia Number 4357.
5) Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector. State Gazette of the Republic of Indonesia 2023 Number 4, Supplement to the State Gazette of the Republic of Indonesia Number 6845.
6) Law Number 6 of 2009 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2008 concerning the Second Amendment to Law Number 23 of 1999 concerning Bank Indonesia to become Law. State Gazette of the Republic of Indonesia 2009 Number 7, Supplement to the State Gazette of the Republic of Indonesia Number 4962.

7) Law Number 8 of 1999 concerning Consumer Protection. State Gazette of the Republic of Indonesia 1999 Number 42, Supplement to the State Gazette of the Republic of Indonesia Number 3821.

Court ruling

1) Supreme Court of the Republic of Indonesia. Decision Number 27 K/Pdt.Sus/2013.
2) Supreme Court of the Republic of Indonesia. Decision Number 286 K/Pdt.Sus-BPSK/2018.
3) Supreme Court of the Republic of Indonesia. Decision Number 1046 K/Pdt.Sus-BPSK/2016.

External Links

1) Bank Indonesia. "Rupiah Payment System & Currency Management." Bank Indonesia. Accessed May 6, 2026. https://www.bi.go.id/id/fungsi-utama/sistem-pembayaran/default.aspx.
2) Hasan, Fuad. "Legal Theory in the Relationship Between Consumers and Business Actors." Fokus.co.id, July 1, 2025. Accessed May 6, 2026. https://fokus.co.id/edu/teori-hukum-dalam-hubungan-konsumen-dan-pelaku-usaha.
3) Kuningan Online. "In 2025, the Kuningan Consumer Dispute Resolution Agency Handled 43 Consumer Disputes, Dominated by the Financial and Leasing Sectors." Accessed April 8, 2026. https://kuninganonline.com/selama-2025-Consumer Dispute Resolution Agency-kuningan-tangani-43-konstruksi-konsumen-dominasi-sektor-keuangan-dan-leasing/.
4) Putri, Tiara Amanda. "Understanding Alternative Institutions for Dispute Resolution in the Financial Services Sector." Hukumonline, May 16, 2025. Accessed April 15, 2026. https://www.hukumonline.com/klinik/a/mengenal-lembaga-alternatif-penyelesaian-konstruksi-jasa-keuangan-lt63d79c5153926/.
5) Wahyuni, Willa. "Understanding the Principle of Lex Specialis Derogat Legi Generali." Hukum Online, September 12, 2022. Accessed November 18, 2025. https://www.hukumonline.com/berita/a/mengenal-asas-lex-specialis-derogat-legi-generali-lt631f21adec18c/

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