

ABSTRACT

In this current era of globalization, human needs has been increasing and developing, it is because of all these human needs related to the surrounding environment so that business people has been trying to meet the needs of consumers by providing goods and / or services. The rights of consumers to obtain the goods in accordance with the needs and preferences cannot be met, the legal relationship between consumers and providers of goods generally through engagement. In the Decision of No.293/PDT.G/BPSK/2014/PN.BKS consumer disputes have occurred, but the decision was canceled because it is not categorized as consumer dispute.

The type of this research used a method of normative legal research by using case approach and the statue approach.

In this case, the protection of the law against Mr. Yofither Lumban Tobing as a consumer in the District Court No.293/PDT.G/BPSK/2014/PN.BKS did not get protection in accordance with the Consumer Protection Act. It is because in Bekasi District Court Decision Mr. Yofither Lumban Tobing cannot be said as a consumer simply because it has not received the goods and / or services from businesses, so in this case Mr. Yofither cannot be said as a consumer and has no right to receive compensation from PT. KIA as a business people or company. The decision is contrary to Article 16 of BFL for business people or company cannot meet the achievement.

Keywords: Consumer dispute, Consumer protection, Engagement