



Online Dispute Resolution (ODR) as an Alternative to E-Commerce Dispute Settlement in Indonesia

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Abstract

The internet is not only limited to being used as a medium of information that can be accessed into social media, but it also can be used to make valuable trade transactions that have been introduced in Indonesia, which is known as e-commerce. This allows disputes to occur in e-commerce transactions, usually occurring in a conventional relationship. Then if it becomes wider and there are many activities in trade and e-commerce transactions, there will be many disputes about e-commerce that must be resolved. However, by using online media, existing disputes can be resolved properly. If the use of communication and information technology is combined with Alternative Dispute Resolution (ADR). In this study, the researchers discussed how business settlement through Online Dispute Resolution was implemented in Indonesia. It also provided an understanding of ODR and the law that used as an intermediary in resolving conflicts that occur in the community with internet media which were expected to mix in providing a good conflict resolution. This research was descriptive analytical. It was hoped that this research can be used as a new way of providing facilities to the Indonesian people for those who want to seek legal certainty and resolve disputes using ODR.

Keywords: *Dispute, E-commerce, Online Dispute Resolution*

1. Introduction

An indication of the level of prosperity of the people in a country, especially Indonesia is its trading activities where it is also used as a benchmark for the level of economic growth in that country. Both domestic/local trade or trade between countries (international trade) whose role is seen prominently in economic development uses the very important role of trade¹.

In conducting international trade or trade between nations, this is reinforced by the impact of globalization, where the impact of this globalization can have a good influence on trade throughout the world, meaning that those who have goods or products offered can be marketed to various parts of the world at prices and prices. good quality of goods. Meanwhile, the development of globalization will also have an

¹Wulandari, Yudha Sri. "Perlindungan Hukum bagi Konsumen terhadap Transaksi Jual Beli E-Commerce." AJUDIKASI: Jurnal Ilmu Hukum 2, no. 2 (2018).

influence on the very rapid information media, where the information disseminated can be received in a short period of time.²

In the world of trade, transactions can be carried out in two ways, the first is direct data transactions and indirect transactions, in the case of indirect transactions someone can use online media or the internet (virtual world)^{3,4}. This is reinforced by the globalization of trade that uses the internet as a medium for transactions between people and at this time many people have moved from conventional or traditional trade to modern trade which we know as electronic commerce (e-commerce).

The use of the internet in commerce or e-commerce has indeed become a community need, where the speed of accurate information is very much needed in carrying out online-based transaction activities and over time this is reinforced by changing times from time to time which allow humans to carry out transactions must using online media or the internet.

The State of Indonesia itself also has an organization known as the Indonesian Internet Service Provider Association or abbreviated as (APJII) providing a projection that in 2015 internet usage in Indonesia will reach approximately 139 million users. With these figures, we know that when conducting transactions, of course there are disputes that can lead to conflicts between communities, so this needs to be resolved effectively and efficiently, taking various considerations so that the results obtained are in accordance with what is expected by all parties.

Disputes that can be caused usually contain claims relating to natural losses and defaults, the mechanism is that a plaintiff files a lawsuit through the courts but this will certainly take time and energy so that the resolution of this dispute is conventional or traditional, therefore in today's era with completeness of technology and information is expected to be able to make a positive contribution in resolving various trade disputes known as e-commerce.⁵

By implementing Online Deputy Resolution (ODR) in e-commerce, this is expected to be able to overcome various problems and problems quickly and accurately so that there is no longer legal certainty that can cause conflict in the community, by using ODR online transaction disputes are resolved online as well.⁶

Sometimes dispute resolution is carried out in a complicated and convoluted manner, this is one of the factors or triggers for the Online Dispute Resolution (ODR) as part of resolving the conflict so that it can be resolved quickly, precisely and accurately and obtain clear legal certainty.

²Sugiarto, Suprihantosa. "ONLINE DISPUTE RESOLUTION (ODR) SEBAGAI ALTERNATIF PENYELESAIAN SENGKETA DI ERA MODERNISASI." *Qawānīn: Journal of Economic Syariah Law* 3, no. 1 (2019): 50-65.

³Ojiako, Udechukwu, Maxwell Chipulu, Alasdair Marshall, and Terry Williams. "An examination of the 'rule of law' and 'justice' implications in Online Dispute Resolution in construction projects." *International Journal of Project Management* 36, no. 2 (2018): 301-316.

⁴Sidiq, R. S. S., & Jalil, A. (2021). *Virtual World Solidarity: How Social Solidarity is Built on the Crowdfunding Platform Kitabisa. com. Webology*, 18(1).

⁵Anjani, Margaretha Rosa, and Budi Santoso. "Urgensi Rekonstruksi Hukum E-Commerce Di Indonesia." *LAW REFORM* 14, no. 1 (2018): 89-103.

⁶Aziz, Muhammad Faiz, and Muhamamd Arif Hidayah. "PERLUNYA PENGATURAN KHUSUS ONLINE DISPUTE RESOLUTION (ODR) DI INDONESIA UNTUK FASILITASI PENYELESAIAN SENGKETA E-COMMERCE." *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional* 9, no. 2 (2020): 275.

The difference in resolving disputes or electronic commerce problems does have a different way of resolving each conflict, it can be seen that in resolving conflicts with conventional or traditional systems it takes quite a long time, while if the settlement uses online media or the internet, the time required is clear. short and uncomplicated, so that conflicts can be resolved on the same day.

Several countries in the world have implemented and implemented Online Dispute Resolution (ODR), but in Indonesia it has not been fully implemented in real life.

Based on the description presented, the problems that can be raised are as follows: what are the prospects for Indonesia in implementing Online Dispute Resolution (ODR) and what are the obstacles that are likely to be faced when using or implementing Online Dispute Resolution (ODR) in Indonesia?

2. Method

This type of research uses normative legal research, namely through a scientific procedure to find the truth based on scientific logic seen from the normative side. Meanwhile, the definition of normative research is a process of finding laws, legal principles and legal doctrines that are used to answer legal issues at hand. This normative legal research is carried out to produce arguments, theories or new concepts as prescriptions in solving a problem that is being faced by someone.⁷

This research is by conducting research on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Law Number 11 of 2008 concerning Information and Electronic Transactions, as well as collecting materials carried out by studying literature by studying various sources as basic material in conducting this research.

In answering various problems in this research, it can be done by collecting research materials and then identifying and taking an inventory of positive legal rules examining materials such as books, scientific journals, and reports on research results and other sources of legal material relevant to this research.

Meanwhile, the analysis in this research method uses descriptive, which is a method that focuses and focuses on problem solving, presentation, interpretation and analysis so that it is expected to produce conclusions based on legal materials that can be accounted for.

3. Result and Discussion

3.1 The concept of Online Dispute Resolution (ODR) in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

In the field of renewal and development of Indonesian society, one of them is the concept of thought in which the law is used as a means of renewal, which is a

⁷Ardhian, Reza Fitra, and Winarno Budyatmojo. "KERINGANAN PENJATUHAN PIDANA SEBAGAI BENTUK PENGHARGAAN UNTUK SAKSI PELAKU (JUSTICE COLLABORATOR)(Studi Putusan Pengadilan Tindak Pidana Korupsi pada Pengadilan Negeri Jakarta Pusat Nomor 127/PID. SUS. TPK/2015/PN. JKT. PST)." *Jurnal Hukum Pidana dan penanggulangan Kejahatan* 6, no. 1: 65-84.

temporary necessity in the eyes of other laws. This can be used as a pathway for the direction of human activity as he wishes by the renewal.⁸

Meanwhile, in Article 1 number 10 of Law No. 30 of 1999 states that the patterns in the settlement of electronic trade disputes out of court are, among others:

- a. Consultation
- b. Negotiation
- c. Mediation
- d. Conciliation
- e. Expert Research
- f. Arbitration

Then in resolving e-commerce or electronic disputes basically included in the realm of contract law so that the principle of freedom of contract applies, meaning that the choice of law and the choice of forum in resolving a dispute will be used in the event of a civil dispute between them.

3.2 The concept of Online Dispute Resolution (ODR) in Law Number 11 of 2008 concerning Information and Electronic Transactions.

Looking at Law Number 11 of 2008 concerning Information and Electronic Transactions, it was created because of the thought about the importance of the practice of electronic contracts in Indonesia.

Meanwhile, regarding the settlement efforts, namely electronic transaction disputes, it is regulated in Article 18 Paragraph (4) of Law No. or 11 of 2008 as follows:

- a. Electronic transactions made in electronic form are binding on the parties;
- b. Then the parties have the authority to choose the law that applies to the international transactions they make;
- c. If the parties do not make a choice of law in international electronic transactions, the applicable law is based on the principles of international civil law;
- d. The parties have the authority to establish court forums, arbitrations, or other alternative dispute resolution institutions that are authorized to handle disputes that may arise from international electronic transactions they make;
- e. If the parties choose the forum as referred to in paragraph (4), the determination of the authority of a court, arbitration or other alternative dispute resolution institution authorized to handle disputes that may arise from the transaction is based on the principles of international law.

Therefore, the existence of this Law aims to balance the use of technology and information in Indonesia with the practice of its regulation by the government, especially in the field of electronic transactions aimed at fulfilling legal certainty.

So that the Online Dispute Resolution (ODR) service provider is an online dispute resolution service in the form of managing the ODR website which is also protected by Law Number 11 of 2008 through Article 33 regarding prohibited manufacture. then the function of the Online Dispute Resolution (ODR) by the Indonesian people is believed by the government in Law Number 11 of 2008.

⁸Setiantoro, Arfian, Fayreizha Destika Putri, Anisah Novitarani, and Rinitami Njatrijani. "Urgensi Perlindungan Hukum Konsumen Dan Penyelesaian Sengketa E-Commerce Di Era Masyarakat Ekonomi Asean." *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional* 7, no. 1 (2018): 1-17.

Referring to the Law - Article 41 paragraph (1) of Law Number 11 of 2008, it states that the community can play a role in increasing the use of technology that can be carried out through institutions formed by the community.

3.3 Online Dispute Resolution Concept in Law Number 7 of 2014 concerning Trade.

The existence of rapid economic growth has led to various forms of cooperation in the business sector, therefore due to the large number of such collaborations, it sometimes causes conflicts and problems in electronic commerce disputes.

With the ODR or Online Dispute Resolution, it is hoped that it will provide convenience in resolving existing problems and obtaining legal certainty which is strengthened by Law Number 7 of 2014 concerning Trade.

3.4 Online Dispute Resolution (ODR) Models in Various Countries (As a Comparison).

Several countries in the world have implemented the Online Dispute Resolution (ODR) system as an example of America and China because both countries have advantages in their respective fields. For example, America is superior in its development and use of technology, while China is superior in its good trade sector.

3.5 Legal Lessons That Can Be Adopted Regarding the Implementation of Online Dispute Resolution (ODR) in Indonesia.

The implementation of an ODR or Online Dispute Resolution (ODR) in each country is different, it depends on the development and economic growth in the country. One example is in Indonesia, the development and implementation of electronic commerce or e-commerce is quite fast which is clearly visible from the use of the internet with the number of online buying and selling sites increasing with the best services offered, this creates regular online transactions. , so that there is a need for ODR whose presence is expected to provide resolution of electronic commerce or e-commerce disputes and provide legal certainty.^{9, 10}

In Indonesia, there is an institution that handles alternative dispute resolution, namely BANI (Indonesian National Arbitration Board). If the parties to an agreement or business transaction in writing agree to bring the dispute that arises between them in connection with the agreement or business transaction concerned to arbitration before the Indonesian National Arbitration Board by applying the BANI Procedure Rules, then the dispute is resolved under the administration of BANI based on these Regulations. , by reviewing the special provisions agreed in writing by the parties, as long as they do not conflict with the provisions of the law that are coercive and at the discretion of BANI.

Peaceful dispute resolution through arbitration at BANI is based on the good faith of the parties based on cooperative and non-confrontational procedures. BANI as an alternative dispute resolution agency in Indonesia, can be appointed as an alternative party/institution such as AAA in America and CIETAC in China. If you choose the BANI Procedure Rules for dispute resolution, the parties to the agreement or dispute are deemed to have agreed to abolish the case examination process through the District Court in connection with the agreement or dispute, and will

⁹Schmitz, Amy, and Colin Rule. "Online dispute resolution for smart contracts." *J. Disp. Resol.* (2019): 103.

¹⁰Achmad, W. RW (2021). Conflict Resolution of Remote Indigenous Communities (Overview of The Sociology Communication). *LEGAL BRIEF*, 10(2), 280-286.

implement any decisions taken by The Arbitration Tribunal is based on BANI's Rules of Procedure, so as to reduce the settlement of business disputes in court.

If the expiry date of an information from above the deadline falls on a Sunday or a national holiday in Indonesia, then the time limit ends on the next working day after that Sunday or holiday. Unless explicitly agreed by the parties, the examination of the case will be completed within a maximum of 180 (one hundred and eighty) days from the date the full Assembly is formed. In special circumstances where the dispute is of a very large nature, the Tribunal reserves the right to extend the time limit by notification to the parties.

3.6 Implementasi ODR untuk Penyelesaian Sengketa E-Commerce di Indonesia

As is known, the ODR mechanism in national law to deal with personal data breaches does not yet have a clear and detailed conceptual formulation. But broadly speaking, in practice, the legal subjects involved in the use of ODR are divided into three parties, namely first, service users. Users of services on the ODR platform in civil and business cases are parties to the dispute. The disputing parties consist of consumers (application users, both buyers and sellers) who feel their rights have been harmed and digital application operators who are suspected of violating or abusing their authority which has implications for consumer rights. The second party that plays a role is the provider and operator of ODR services as a facilitator for dispute resolution. ODR service providers can be carried out by the private sector or the government.

According to Joseph W. Goodman, three ODR models are widely applied by the international community, namely full automatic cyber, using software and facilitators, and using online technology. In a fully automated cyber model, dispute resolution is carried out by a software system whose role is to automatically bring together the reporting party and the reported party until an agreement is reached¹¹. While the model of using the software and facilitator consists of several stages, among others, first, the appointment of a third party as a facilitator who acts as an intermediary for the disputing parties to propose an appropriate negotiation model and formulate the demands submitted in the ODR process. The presence of an arbitrator or a third party as a facilitator of dispute resolution remains an important key and cannot be directly replaced by technological tools. Then the software on the ODR platform will identify the demands of the parties to find a solution. The approach to using online technology applies several service features in the form of email, video conferencing, chat rooms, and instant messaging. The concept of using online technology usually uses three ways of settlement, namely negotiation, arbitration, and mediation.

Referring to the legal norms in the Arbitration and Alternative Dispute Resolution Act as the initial basis for enabling the application of ODR in non-litigation practices, the concept of utilizing online technology is the closest scheme to the provisions of this regulation. It can be used as an option to resolve civil disputes over misuse of consumer personal data by e-commerce platforms. In the use of online technology systems, it usually begins with a loss claim report by consumers whose privacy rights are violated by the e-commerce platform company as the reported party. The application is submitted to the ODR service provider institution. Then the

¹¹Sitompul, M. G., Syaifuddin, M., & Yahanan, A. (2016). Online Dispute Resolution (ODR): Prospek Penyelesaian Sengketa E-Commerce di Indonesia. *Jurnal Renaissance*, 1(2), 75-93.

ODR organizer will send a notification via email to the reported party, namely the digital platform service provider company for the demands submitted by consumers.

Furthermore, the e-commerce platform company as the reported party will accept the offer of dispute resolution and provide an overview of the intended final result and propose the selection of a third party as a facilitator. In response to this, the ODR platform operator will forward a report requesting the appointment of a facilitator which will be asked for approval or rejection from consumers. If the complainant agrees, the request will be forwarded to the facilitator. The facilitator is obliged to review the request for a settlement that is expected by each party to find an ideal middle ground for the disputing parties. The role of the facilitator plays a role in bridging the parties to negotiate with each other to find common ground for dispute resolution. If the complainant and the reported party reach an agreement, the ODR organizer will announce the results of the decision to the disputing parties. The binding power of the ODR organizer's decision is largely determined by the variant of the mechanism chosen by the parties. If the ODR decision which is the result of the negotiation and mediation method is generally not legally binding. Whereas the ODR decision using the arbitration model can be legally binding, but the implementation of the decision must first take the court route. However, if the agreement of the disputing parties fails to materialize, the parties can file a lawsuit again or continue the dispute resolution through litigation.

In the practice of handling consumer service complaints in Indonesia, the public is given various options in terms of sectoral dispute resolution forums between government agencies¹². Consumers must first identify cases of violation of their rights before determining which institutions can be visited to file complaints. This causes the public as consumers to be reluctant to file a dispute settlement complaint out of court. In response to this, the Ministry of Trade of the Republic of Indonesia established a digital platform to serve complaints of consumer violations, including in cases of e-commerce transactions to resolve disputes out of court through digital applications. Based on data compiled by the Ministry of Trade, the number of registered complaints reached 1,771 cases registered on the platform¹³. However, this program only lasted a year due to weak coordination between government agencies regarding server management and case handling authority.

Settlement of disputes over consumer personal data violations through ODR is also carried out internally (self-regulation) by the electronic system operator. The media used is on a server owned by an e-commerce platform company. This is what is practiced on several websites of e-commerce marketplace companies in Indonesia such as Tokopedia¹⁴. Tokopedia's digital platform provides a privacy policy and terms and conditions for users to resolve business disputes between sellers - buyers and marketplace hosting companies. These digitally regulated terms and conditions

¹²Chandra, A. (2014). Penyelesaian Sengketa Transaksi Elektronik Melalui Online Dispute Resolution (ODR) Kaitan dengan UU Informasi dan Transaksi Elektronik No. 11 Tahun 2008. *Jurnal Ilmu Komputer*, 10(2).

¹³Aziz, M. F., & Hidayah, M. A. (2020). PERLUNYA PENGATURAN KHUSUS ONLINE DISPUTE RESOLUTION (ODR) DI INDONESIA UNTUK FASILITASI PENYELESAIAN SENGKETA E-COMMERCE. *Jurnal RechtsVinding: Media Pembinaan Hukum Nasional*, 9(2), 275.

¹⁴Salami, R. U., & Bintoro, R. W. (2013). Alternatif Penyelesaian Sengketa Dalam Sengketa Transaksi Elektronik (E-Commerce). *Jurnal Dinamika Hukum*, 13(1), 124-135.

include several things, including the choice of law that will be used to resolve disputes on the e-commerce company's application server. However, the legal jurisdiction used is limited to the laws that apply in the territory of Indonesia, making it difficult to apply for e-commerce transactions that occur across countries.

The use of ODR is limited to the banking sector through alternative dispute resolution institutions, which function as a support in supporting data documentation, correspondence, and the possibility of communication using e-mail related to sending letters from the LAPSPI (Indonesian Banking Dispute Settlement) secretariat. Alternative Institute) for the disputing parties. The regulation on the use of information technology in the settlement of banking disputes by LAPSPI has been regulated for the types of adjudication (LAPSPI Regulation No. 8/LAPSPIPER/2015) and mediation (LAPSPI Regulation No. 7/LAPSPI-PER/2015), but the arbitration mechanism has not regulated the provisions.

3.7 Benefits of Implementing Online Dispute Resolution

In online dispute resolution procedures, it provides freedom of choice and use of legal options, then offers a lot of effectiveness and efficiency compared to traditional dispute resolution, especially costs that are sometimes much more expensive than the litigation process can be minimized.¹⁵

Benefits for consumers and business actors of e-commerce transactions in dispute resolution through ODR, including Time and Cost Savings. Online dispute resolution can certainly save time for business people between countries who are involved in a dispute arising from online business/international trade activities. The use of the internet to resolve a dispute can speed up the dispute resolution mechanism of the parties, this is because ODR provides freedom for the parties to determine the time for the settlement process or it can be said that the parties have flexible time for cross-border businessmen, dispute resolution is not necessary. a meeting will make it easier for business people who are involved in a dispute, in addition to the businessman being able to resolve the dispute online, he can set aside some of his time to keep working.

ODR speed is one of its basic advantages. Parties and neutrals do not need to travel to meet, they do not need to be present at the same time, the time between submissions can be short, settlements can be on a document basis only.¹⁶

In addition, due to the absence of a meeting to conduct dispute resolution, considering that the parties are limited by distance, the parties can save/save money (cost savings) due to the absence of accommodation needs.

3.8 Barriers to the Implementation of Online Dispute Resolution (ODR) in Indonesia

The Online Dispute Resolution (ODR) requires certain conditions to be implemented in Indonesia. However, for now, there are several obstacles that can hinder ODR in resolving disputes in Indonesia, one of which is: The legal rules are not yet clear There are no legal rules forfile a case/dispute through the online system. As

¹⁵Hakiki, Aditya Ayu, Asri Wijayanti, and Rizania Kharismasari. "Perlindungan hukum bagi pembeli dalam sengketa jual beli online." *Justitia Jurnal Hukum* 1, no. 1 (2017).

¹⁶Salter, Shannon. "Online dispute resolution and justice system integration: British Columbia's Civil Resolution Tribunal." *Windsor Yearbook of Access to Justice/Recueil annuel de Windsor d'accès à la justice* 34, no. 1 (2017): 112-129.

a result, it will create confusion as to how the parties should file a lawsuit, through what instrument their data can be sent, and how the legal protection for the confidentiality of the parties' data is. Therefore, it is necessary to strengthen the laws and regulations related to this ODR.

ODR is a dispute resolution option that has many advantages in terms of cost, efficient dispute resolution time, and good process documentation in a virtual system. The effectiveness of the regulation is strongly influenced by the factors contained in several interrelated elements called the legal system. According to Lawrence M. Friedman, a good legal system is strongly influenced by three main components, namely legal substance, legal structure, and legal culture.

Based on the aspect of legal substance, the use of ODR in the settlement of civil disputes for violations of consumer personal data in electronic transactions on the platform does not yet have legal rules that regulate both material and procedural aspects. As a country that adheres to the principle of negative law, the use of ODR cannot be implemented effectively and comprehensively in Indonesia because there are no written rules that specifically accommodate it. As is known, the substance of the rule of law that is material is law. Personal Data Protection which is the main regulation to become the main material legal product in dealing with violations and or misuse of personal data is still in the National Legislation Program stage which is still being discussed jointly between the DPR and the Government. As a result, this bill cannot yet be promulgated to the public as a legal umbrella for the use of ODR to handle cases of personal data protection. This condition causes legal certainty over the use of ODR to be biased because the disputing parties may doubt the benefits of dispute resolution with this model and tend to use litigation resolution that is less effective for business practices.

Meanwhile, from the procedural side, there is a legal vacuum that regulates how to implement procedural practices through ODR regarding the selection of digital applications, procedural mechanisms, and platform security operated by the implementing agency. The preparation of standard legal procedures for the implementation of ODR is a matter that must be a very serious concern for the organizers. As is known, the use of ODR connected to the ICT system is very vulnerable to the security of confidentiality/privacy of the disputing parties, impersonal issues, and literacy in the use of digital devices as an ODR platform. The security aspects of confidentiality and protection of the privacy of the disputing parties, including all types of recorded conversation documentation, must be guaranteed by restrictive arrangements regarding access restrictions for parties outside the disputing parties and prohibitions for one or all of the disputing parties to disseminate the content. trial without permission. organizer's permission. This issue becomes a crucial issue considering that initially ODR will be used to resolve personal data problems in a civil manner, but it creates new problems in the form of violations of the privacy data of the disputing parties.

The second weakness of the substance of the procedural law is the execution of decisions. As is known, the types of dispute resolution in ODR are different, just like the practice of ADR, only the facilities and locations are different. The implementation of civil decisions has an unfavorable record, even though it has permanent legal force

(In Kracht)¹⁷. As is known, one of the ODR models used by e-commerce platform companies, namely internal online settlements between business actors, providers, and consumers, is still questionable for the validity of the decision. This can cause difficulties in implementation. This problem poses a serious challenge for the implementation of the binding power of the ODR decision which is very dependent on the variant determined and agreed upon by the disputing parties.

The role of the institution holds an important position in handling cases. In practice, ODR can be carried out by various institutions, both from private and government associations (Independent Alternative Dispute Resolution Agencies in the field of financial services) (National Arbitration Board and Consumer Settlement Board) depending on the choice and agreement of the disputing parties. The diversity of institutions administering ODR has the potential to cause differences in the decisions taken by each forum or institution, resulting in the loss of legal certainty in the same case. In the settlement of personal data disputes as regulated in the Regulation of the Minister of Transportation Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems, where the procedure requires the presence of the Government as a case breaker outside the court. For institutions that have the authority to handle this case, an independent institution with a special mandate is needed to realize transparency and neutrality. Meanwhile, the Personal Data Protection Bill has not yet formulated the subject of the regulator and the organizer of the dispute resolution, because there is no formulation agreed upon by the Government and the DPR regarding the institutional concept, namely establishing a new independent institution or expanding existing institutions. authority structure in the country.

In addition, the challenge of legal literacy in the use of technology for disputing parties and ODR system managers is a challenge in terms of legal culture. In the aspect of procedural law, the legality of the regulation of procedures for the implementation of ODR which has not been accommodated in detail raises doubts for the public, especially regarding the legality of using electronic documents as evidence. The certainty of the use of electronic signatures has also not received certainty in the regulation of the Arbitration Law and alternative Dispute Resolution. In addition, for legal practitioners, the use of ODR has difficulty predicting the psychological condition of the disputing parties because they do not have direct face-to-face contact.

4. Conclusion

ODR, which relies on this belief among the parties, can be found in democratic societies that are law abiding. In Indonesia, what can be a non-legal factor is the culture of the people. Where the basic principles are kinship and mutual cooperation. ODR also relies on togetherness and mutual trust between the parties. Therefore, this is in accordance with the traditions and culture in Indonesia. Meanwhile, the complete set of regulations or rules, support, procedural, infrastructure and institutions.

¹⁷Rongiyati, S. (2019). Pelindungan Konsumen dalam Transaksi Dagang Melalui Sistem Elektronik (Consumer Protection in E-Commerce). *Negara Hukum: Membangun Hukum untuk Keadilan dan Kesejahteraan*, 10(1), 1-25.

Based on the summary or description above regarding the prospect of implementing the Legislative Law in Indonesia, it has provided a clear reason that ODR is very possible to be carried out in Indonesia, however money must be considered more carefully regarding the ODR procedure itself, so it would be better if the government revised Law No 30 of 1999 and added articles related to ODR.

And immediately ratify the academic report on the Draft Government Regulation on Electronic Trading which regulates ODR or Online Dispute Resolution by adding rules on how to apply, costs, and technical implementation, to fill legal voids regarding online dispute resolution in order to provide legal certainty. To the Government to provide institutions that can handle online dispute resolution to handle online dispute resolution because it is possible that later it will arise

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