

THE EFFECTIVENESS OF NON-LITIGATION DISPUTE RESOLUTION MECHANISMS IN MAINTAINING LEGAL CERTAINTY AND JUSTICE IN THE OUTSOURCING BUSINESS OF THE MOVING CONSUMER GOODS INDUSTRY

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Abstract. This study aims to analyse the effectiveness of non-litigation dispute resolution mechanisms in maintaining legal certainty for outsourcing companies in resolving employer obligations in the fast moving consumer goods industry; to analyse the effectiveness of non-litigation dispute resolution mechanisms in the context of employment or industrial disputes. The research method used is research, which means retrieval. The search in question is a search for true (scientific) knowledge, because the results of this search will be used to answer certain problems. In other words, research is a very valuable educational pursuit; it trains us to always be aware that there is much in this world that we do not know, and what we try to find, discover and know is still not the absolute truth. Article 1 point 10 of Law. No. 30 Year 1999, Disputes or differences of opinion through procedures agreed by the parties, namely out-of-court settlement by means of consultation, negotiation, mediation, conciliation, or expert judgement. The result of mediation that produces an agreement between the parties is referred to as a mediation agreement. This agreement will become legally binding if it has been set out in the form of a peace deed agreed by both parties, and if it has been ratified by the court, is binding on the parties and is implemented in good faith. Broad access for the parties to the dispute to obtain a sense of justice.

Keywords: digital transformation; diffusion of innovation theory; e-stamps adoption; public administration modernization

I. INTRODUCTION

The *fast-moving consumer goods* (FMCG) industry plays an important role in the global and domestic economy because of its ability to meet the basic needs of consumers quickly and sustainably (Sebayang et al., 2023; Stanciu et al., 2019). FMCG products, such as food, beverages, hygiene products, and household goods, have a high level of demand and a fast purchasing cycle, thus contributing significantly to economic growth [3]. On a global scale, the industry is estimated to reach a trillion-dollar value and is one of the main sectors that drive international trade activities [4]. In addition, FMCG creates a vast supply chain, involving farmers, producers, distributors, retailers, and end consumers, which indirectly creates jobs for millions of people around the world. Thus, FMCG not only supports daily consumption, but also becomes a driving force for the economy in various countries, especially in developing countries with large populations and increasing purchasing power (Kuzmina et al., 2019; Ghodeswar & Vaidyanathan, 2008).

At the domestic level, the FMCG sector plays a role as one of the main pillars in driving GDP growth and national economic stability [7]. The industry reflects the dynamics of the local market with the ability to meet diverse consumer preferences through product and service innovation (Giustiniano & Clarioni, 2013; Ramachandran & Voleti, 2004). In the context of developing countries, such as Indonesia, FMCG has a

significant contribution to the manufacturing and trade sectors, creating both direct and indirect economic impacts [10]. Not only that, through the adoption of technology in production and distribution, the FMCG industry also drives efficiency and modernization, which increases competitiveness in the global market. Its role as a provider of basic necessities at relatively affordable prices makes FMCG a strategic sector to maintain social and economic stability, especially in the face of economic pressures such as inflation or global crises (Sen & Shiel, 2006; Geis, 2007). The high demand for labor in the production and distribution process is the main characteristic of labor-intensive industries such as the *fast-moving consumer goods* (FMCG) industry. In the production process, labor is needed to operate machines, supervise product quality, and ensure an efficient production chain [13]. The FMCG industry often has production lines that operate continuously to meet high and fluctuating market demands. In addition, skilled labor is also needed in inventory management, logistics planning, and distribution process supervision. Thus, the industry not only absorbs a large number of workers but also provides employment at various levels, from factory workers to professionals in the field of supply chain management [14].

On the distribution side, the need for labor is increasing along with the breadth of the market reach that must be served by the FMCG industry. FMCG products must be distributed to various regions, including remote areas, in a short period of time

to maintain their freshness and quality [15]. This requires a workforce involved in various stages of distribution, from packaging, transportation, to logistics management in distribution centers and retail stores. In addition, the emergence of e-commerce platforms and technology-based distribution systems has increased the need for a workforce with specialized skills, such as digital logistics system operators and supply chain data analysts [1]. Therefore, the high demand for labor in production and distribution in the FMCG industry not only contributes to job creation, but also encourages the development of labor skills relevant to technological developments and market dynamics [16].

Furthermore, the high need for labor in the production and distribution process in the fast-moving consumer goods (FMCG) industry has encouraged many companies to implement outsourcing practices as an operational efficiency solution [17]. Outsourcing allows FMCG companies to focus on core competencies, such as product innovation and marketing strategies, while labor-intensive tasks, such as production and distribution, are outsourced to third parties (Stanciu et al., 2019; Altman & Gunderman, 2008). Thus, companies can reduce long-term operating costs, optimize resources, and increase flexibility in meeting fluctuations in market demand. This practice also provides access for companies to acquire a skilled and on-demand workforce without having to be directly involved in the hiring and training process [8].

However, the application of outsourcing in the FMCG industry often raises the complexity of employment relationships involving three main parties: workers, outsourcing companies, and employer companies [9]. This relationship creates its own challenges in ensuring that workers' rights are fulfilled and maintaining a balance between the economic interests of the company and the welfare of the workforce [10]. Outsourcing contracts that are not transparent or have weak oversight can trigger disputes, such as conflicts over wages, working hours, or employment status [11]. Therefore, although outsourcing practices offer efficiency, companies need to implement a strategic and legal compliance-based approach to ensure fair cooperation mechanisms, uphold legal certainty, and maintain harmonious relationships between all parties involved.

Outsourcing businesses, while providing practical solutions for operational efficiency, often present significant potential disputes due to the imbalance of rights and obligations between the parties involved, namely the employer company, the outsourcing company, and the workers [13]. This tension often arises due to differences in interpretation of employment contracts, including related to wages, duration of work, and welfare guarantees. In some cases, employer companies tend to hand over full responsibility to the outsourcing company without ensuring that workers' rights are properly met. In contrast, outsourcing companies sometimes prioritize cost efficiency at the expense of decent working conditions for the workforce [2]. This imbalance not only causes dissatisfaction among workers but also leads to legal problems, especially when the employment contract does not contain clear or adequate provisions to protect all parties.

Dissatisfaction on the part of workers is often the root of disputes that lead to legal disputes, both in the form of individual complaints and collective demands. For example, outsourced

workers can file lawsuits against outsourcing companies or employers over rights violations, such as substandard wages, unilateral termination, or neglect of social security protections [3]. On the other hand, employer companies and outsourcing companies can also experience conflicts due to disagreements related to contract implementation or responsibilities that are not properly implemented. This kind of dispute not only harms workers directly, but also risks disrupting the operational stability and reputation of the companies involved [9]. Therefore, mitigating potential disputes requires a comprehensive approach, including the formulation of fair employment contracts, transparency of employment relations, and compliance with applicable labor law regulations.

Litigation is often considered to have limitations as a dispute resolution mechanism, especially in the context of the outsourcing business. The lengthy litigation process, high cost, and often inflexible procedures can be an obstacle for the parties involved to reach a quick and efficient solution [16]. In addition, the public nature of the court proceedings has the potential to damage the company's reputation, especially in cases that receive media attention or the wider public. This can have a detrimental impact on long-term business relationships, as the parties to the dispute tend to lose trust and are reluctant to continue cooperation in the future [19]. Thus, while litigation provides a strong legal foundation, its limitations in terms of efficiency, cost, and reputational impact have led many companies to look for alternative dispute resolution, such as non-litigation mechanisms that are more flexible, efficient, and oriented towards win-win solutions. Non-litigation dispute resolution (ADR) mechanisms include methods such as mediation, arbitration, and negotiation, which are designed to provide faster, cost-effective, and flexible solutions compared to traditional litigation processes. In mediation, a neutral third party helps the parties reach an agreement voluntarily, while arbitration involves a third party providing a binding decision based on the arguments and evidence presented [14]. Meanwhile, negotiation allows the parties to the dispute to directly interact and seek solutions without outside interference. The main advantage of ADR lies in its ability to resolve disputes efficiently without having to go through lengthy and expensive legal procedures. In addition, ADR has the advantage of maintaining confidentiality and good relations between parties, which is very important in the business world to ensure the continuity of long-term cooperation [20]. With a more informal and consensus-based approach, ADR not only offers practical solutions but also supports the creation of restorative justice oriented towards the restoration of relationships and mutual interests.

Research by Raharjo (2020) reveals that ADR, especially arbitration and mediation, is effective in reducing the burden on the court while offering faster and more efficient solutions for the parties to the dispute. In the context of the outsourcing industry, ADR is able to provide the flexibility needed to handle complex problems involving multiple parties, such as workers, outsourcing companies, and employer companies. Additionally, this approach tends to be more oriented towards collaboration than confrontation, so it can help maintain long-term business relationships and create mutually beneficial outcomes. Other research, such as those conducted by Supriyanto and Widjaja

(2021), highlights the importance of ADR in maintaining legal certainty and justice in the outsourcing sector. In their study, they found that unclear employment contracts are often a major source of disputes, and ADR provides a space to renegotiate fair terms without involving lengthy legal proceedings. In addition, the study also emphasizes that ADR approaches, especially mediation, allow for more personalized and contextual solutions than litigation, which is often too rigid in its implementation. In the FMCG industry, where business dynamics and labor needs are highly volatile, ADR is proving to be a mechanism capable of balancing economic interests and labor protection. This confirms the relevance of ADR in creating legal stability while supporting operational continuity in the highly competitive outsourcing sector.

Although alternative dispute resolution (ADR) mechanisms have been widely recognized as an effective alternative to resolving business conflicts quickly and efficiently, research specifically explores their effectiveness in the context of the outsourcing industry in the *fast-moving consumer goods* sector or FMCG) is still limited. Most previous studies have focused more on the use of ADR in common business conflicts or employment relationships at large without examining the unique complexities encountered in outsourcing practices, such as multi-stakeholder involvement, imbalances of rights and obligations, and the need for legal certainty in employment contracts. In addition, there is a gap in understanding the extent to which ADR is able to not only resolve disputes but also maintain substantive fairness for workers and the sustainability of business relationships in the highly dynamic FMCG industry. Therefore, more specific research is needed to fill this gap by assessing the effectiveness of ADR in ensuring legal certainty, fairness, and harmony of employment relations in the outsourcing sector in the FMCG industry. Based on this, this study aims to analyze the effectiveness of non-litigation dispute resolution mechanisms to maintain legal certainty for outsourcing companies in resolving employer obligations in the fast moving consumer goods industry; To analyze the effectiveness of non-litigation dispute resolution mechanisms in the context of labor or industrial disputes.

II. RESEARCH METHODS

The research method used in this study is a library research method that relies on written sources, such as books, scientific journals, research reports, and relevant legal documents. This research will focus on literature analysis that discusses the mechanism of non-litigation dispute resolution (ADR) in the legal and business context, especially in the fast-moving consumer goods (FMCG) outsourcing industry. The data collected will include the results of previous research, the theories underlying the use of ADR, as well as relevant case studies to understand the effectiveness of ADR in maintaining legal certainty and justice in outsourcing relationships. This approach allows researchers to dig deeper into the problems facing the FMCG industry, without having to be directly involved in field data collection.

In addition, this study will also analyze the laws and regulations related to dispute resolution in Indonesia, especially

those related to outsourcing and ADR practices. This literature approach aims to compare existing legal theories and practices in different countries, as well as to identify gaps in the literature that can contribute to the development of more effective and equitable ADR policies or mechanisms. The researcher will review the literature related to the challenges and advantages of ADR in the outsourcing industry, as well as seek a broader perspective on the influence of ADR on legal stability and sustainable employment relations in the FMCG sector.

III. RESULT AND DISCUSSION

Worker Bond with Outsourcing Company

Based on Article 66 paragraph (1) of Law Number 6 of 2023 concerning the Stipulation of Government Regulations in Lieu of Law Number 2 of 2022 concerning Job Creation into Law CHAPTER IV of Manpower, the Employment relationship between the Outsourcing Company and the Worker/Laborer it employs is based on a Labor Agreement made in writing, both a fixed-time work agreement and an indefinite-time work agreement. On January 5, 2012, the Constitutional Court (MK) through Decision No. 27/PUU-IX/2011 ruled that the practice of *outsourcing* (outsourcing) based on a Certain Time Work Agreement (PKWT) and does not require the transfer of the protection of rights for workers/laborers whose work object remains is unconstitutional [20].

Because Law Number 13 of 2003 concerning Manpower and its amendments do not regulate the procedures and conditions for making an agreement, the making of the agreement must refer to other existing laws, so that there is no legal vacuum. The legal provisions governing the making and conditions of agreements are found in the Civil Code, namely in the Third Book on the Law of Engagement [19]. That there are several conditions that must be met for the validity of an agreement, namely the existence of an agreement, the ability of the parties to make an agreement, the existence of a certain thing/object and halal causes. If these conditions have been met, the agreement is considered valid and binding for the parties to the agreement.

In accordance with the Principle of Freedom of Contract, if an agreement has been made legally, then the agreement applies as a law that binds the parties to the agreement. After the agreement is made legally, the agreement cannot be canceled except by the agreement of both parties or if there is a provision of the Law that states the nullity (Article 1338 of the Civil Code).

According to article 1339 of the Civil Code, an agreement is not only binding on things that are expressly stated in it, but also for everything that according to the nature of the agreement, is required by propriety, custom, or law. For example, if it turns out that the issue of labor wages or child labor is not regulated in a labor outsourcing agreement, it does not mean that the employer can arbitrarily pay workers below the minimum wage, or hire children in fields that endanger their physical and psychological development. To minimize disputes between employers and job recipients, the parties must provide strict limits/explanations to the articles stipulated in the agreement [17]. It must be tried so that there are no multiple interpretations of the words / articles that have been agreed.

But in practice, even though the agreement has been drafted as clearly as possible, disputes still arise. Generally, these disputes occur due to a violation of the content of the agreement. In Civil Law, such an act is known as injury of promise or default. It is called a promise injury, because there is a promise that is injured through the non-fulfillment of the content of the agreement that has been made.

In the Government Regulation of the Republic of Indonesia, the relationship between workers and outsourcing companies is generally made with a fixed-time work agreement (PKWT) as regulated in Article 2 of Government Regulation Number 35 of 2021 concerning Fixed-Time Work Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment [2]. Labor Relations which includes the regulation of the implementation of PKWT and the protection of Workers/Laborers in it, including PKWT Workers/Laborers who are employed in outsourcing activities, the regulation of working hours and rest periods for Workers/Laborers, especially in certain business sectors and types of work that emphasize aspects of occupational safety and health as well as arrangements regarding the mechanism of Termination of Employment Relations, including how to ensure the fulfillment of rights for Workers/Laborers who Experiencing Termination of Employment. In practice, outsourced workers are not directly tied to the company using the service, but to the company providing the labor. Workers receive wages from the outsourcing company, which is then paid by the user company after the bill is submitted [20]. The relationship between outsourced workers and labor service providers (outsourcing) is based on a written employment agreement (employment contract) in the form of a Fixed-Time Work Agreement (PKWT), outsourced workers are not allowed to do their work with a probationary period. Responsible for the placement of workers to the service user company (the company that needs the workforce), even though the workers in the user company, they are technically bound by an employment contract with the outsourcing company, which is the party that pays the workers' rights and manages the labor administration.

The outsourcing company is fully responsible for all aspects of the employment relationship, including workers' rights, wages, welfare, and dispute resolution. This means that outsourced workers must get the same protection as permanent workers in the service-user company. The bond between workers and outsourcing companies is an important part of the dynamics of employment in Indonesia, with clear regulations and the protection of workers' rights, it is hoped that the labor relationship in the outsourcing system can take place fairly and sustainably.

Management of Outsourced Workers in FMCG Industry

In labor management or labor providers, FMCG industry outsourcing is known as *field marketing* activities that are carried out directly in the field, where the marketing team interacts directly with consumers, either in certain places (such as hypermarkets, supermarkets, shops, exhibitions, or events), or in the form of activities that directly affect consumer decision-making [2]. The goal of *field marketing* is to build a closer relationship between a brand or product and consumers and to increase sales, brand awareness, and loyalty. Meanwhile, *Below*

The Line (BTL) in the world of marketing refers to a type of product promotion activity that is more direct and focused on a specific target *audience*, without relying on large mass media such as television, radio, or newspapers. They are usually more personalized, more measurable, and more interactive and direct in reaching consumers, such as providing product samples, discount coupons, or direct promotions. In the FMCG industry product marketing system through outsourced labor. The management of outsourced workers in the fast-moving consumer goods (FMCG) industry plays a crucial role in maintaining operational efficiency and meeting production demands [3]. Given the high level of competition and dynamic nature of the FMCG sector, companies often rely on outsourcing as a strategic solution to handle non-core activities such as logistics, distribution, and packaging. This approach allows businesses to focus on their core competencies while reducing costs and ensuring flexibility in workforce management. Effective management of outsourced workers involves clear communication of roles, performance expectations, and compliance with labor laws to ensure smooth operations and minimize potential conflicts.

However, managing outsourced workers in the FMCG industry also presents unique challenges, particularly in balancing the interests of multiple stakeholders. These stakeholders include the workers, the outsourcing agencies, and the companies that contract the services. Companies must ensure that workers receive fair treatment and adequate training to meet quality standards while maintaining accountability through the outsourcing agencies. The lack of transparency in contractual agreements and the potential for unequal treatment compared to in-house employees can lead to dissatisfaction and legal disputes (Shelemo, 2023). Addressing these issues requires the implementation of robust governance frameworks and regular monitoring of outsourcing practices. Furthermore, the management of outsourced workers must align with legal and ethical standards, particularly in jurisdictions with strict labor regulations. Compliance with employment laws, including minimum wage standards, health and safety requirements, and social security provisions, is critical to avoiding legal repercussions. In addition, companies in the FMCG industry are increasingly pressured to demonstrate corporate social responsibility (CSR) in their labor practices, as consumers and investors demand more ethical supply chains. Ensuring that outsourced workers are treated fairly and equitably can enhance a company's reputation and strengthen its competitive advantage in the market [18].

To optimize the management of outsourced workers, many FMCG companies are leveraging technology and data analytics. Workforce management systems, for instance, can help track worker performance, attendance, and productivity in real-time, providing insights that drive better decision-making. Additionally, digital platforms can facilitate communication and training for outsourced workers, ensuring consistency in operational standards [4]. By integrating technology into outsourcing strategies, FMCG companies can enhance efficiency while fostering a more inclusive and transparent working environment. Ultimately, effective management of outsourced workers requires a holistic approach that combines

operational efficiency, legal compliance, ethical considerations, and technological innovation. An example of the Communication Flow & Coordination of FMCG Industrial Outsourcing Worker Management Work can be seen in figure 1.

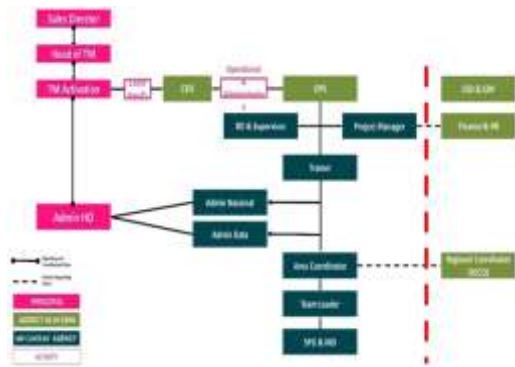


Figure 1. Example of Communication Flow & Coordination of Worker Management Work FMCG Industry Outsourcing

Non-Litigation Industrial Dispute Resolution Mechanism

The settlement of disputes between workers and employers has been in effect in Indonesia since 2005, namely the Industrial Relations Court. The Industrial Relations Court is a special court located in the District Court. This special court only handles special cases of industrial relations disputes, namely disputes of rights, disputes of interests, layoffs (Termination of Employment) disputes, and disputes between trade unions. In this special trial, the Judge who examines industrial relations dispute cases consists of a career Judge as well as the Chairman of the Assembly, accompanied by 2 (two) ad hoc Judges representing the interests of employers and workers or laborers [5].

According to Article 5 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes ("PPHI Law"), a lawsuit to the PHI (Industrial Relations Court) can be made by one of the parties if the settlement through conciliation or mediation does not reach an agreement. Thus, the process that must be taken before submitting a lawsuit to PHI is through the conciliation or mediation process. Prior to the issuance of Law No. 2 of 2004, 2 (two) laws that are quite important for labor life in Indonesia have been issued, namely Law No. 21 of 2000 concerning Trade Unions/Labor Unions, and Law No. 13 of 2003 concerning Manpower. The settlement of labor disputes through Law No. 22 of 1957 concerning the Settlement of Labor Disputes, and Law No. 12 of 1964 concerning Termination of Employment in Private Companies is no longer appropriate and effective to prevent and overcome cases of termination of employment, and has not realized the settlement of disputes quickly, precisely, fairly, and cheaply.

Prior to the establishment of the Industrial Relations Court based on Law No. 2 of 2004 (LN No. 6 TLN No. 4356), the settlement of labor disputes was carried out by a Labor Dispute Resolution Committee at the Regional Level (P4D) and at the Central Level (P4P). The legal basis for P4 D and P4 P is Law No. 22 of 1957 concerning Labor Dispute Settlement jo

Law No. 12 of 1964 concerning Termination of Employment in Private Companies. The establishment of the Industrial Relations Court (PHI) is intended to replace the settlement of labor which is considered not in accordance with the needs of the community, because it is considered too long a process so that the settlement is too long. So that the existence of Law No. 22 of 1957 and Law No. 12 of 1964 is no longer effective in preventing and overcoming cases of termination of employment. The disputing parties are obliged to try to resolve their cases through peaceful means or through deliberation for consensus (negotiation) without involving third parties. If there is peace, then for the next time the results of the peace that have been achieved by the two parties are stated in the form of an agreement, the intermediary employee affixes a signature to the agreement as a witness. At this stage, it is a mandatory mediation process (Compulsary Mediator), where the intermediary employee acts or acts as a mediator [6]

The best dispute resolution is the settlement by the disputing parties so that a result that benefits both parties can be obtained. This bipartite settlement is carried out through consensus deliberation by the parties without interference by any party, must be completed no later than 30 (thirty) working days from the date of the start of negotiations. If the bipartite effort turns out to be unsuccessful, it can be continued with tripartite, a settlement can be chosen by mediation or conciliation or arbitration. The settlement process through mediation within no later than 7 (seven) working days after receiving the delegation of dispute resolution, the mediator must have conducted research on the sitting of the case and immediately hold a mediation hearing [2]. If an agreement is not reached, the mediator issues a written recommendation. No later than 10 (ten) working days from the first mediation hearing, the recommendation must have been submitted to the parties. The parties must have given a written answer agreeing or rejecting the written recommendation within no later than 10 (ten) working days after receiving the written recommendation. Parties who do not give their opinions are considered to reject written recommendations. No later than 3 (three) working days from the date the written recommendation is approved, the mediator must have finished assisting the parties in making a "Collective Agreement" to then be registered at the Industrial Relations Court at the District Court in the jurisdiction of the parties to enter into the Collective Agreement to obtain a deed of proof of registration. If all of this fails, then a settlement through the Court can only be made. In more detail, the dispute resolution procedure is according to Law Number 2 of 2004. The following description or stages in the resolution of labor disputes can be seen in figure 2.

The law functions to achieve justice, certainty, and legal utility. Optimization to achieve these legal goals requires methods and strategies that are structured and detailed. The law contained in a state law and regulation will take effect from the date of promulgation of the regulation. When the regulation came into effect, of course, it should not go well as expected. The application of the law is often contrary to human behavior that is known to believe in the myth so that there is a violation in front of the regulations that have been in force. The effectiveness of the law is the basis for a study to determine

whether a regulation that has been in force has been implemented or not by looking at the myth/mysticism that is believed by the community [5]



Figure 2. Dispute Resolution Mechanism for Outsourced Workers

Factors Affecting the Effectiveness of Such Mechanisms in Maintaining Legal Certainty and Justice in the Outsourcing Business of the Fast Moving Consumer Goods Industry

The enactment of the law is distinguished by three things, namely philosophical, juridical, and sociological enactment. For the study of law in society, what is important is the application of law sociologically, the essence of which is the effectiveness of the law. The study of legal effectiveness is an activity that shows a general problem formulation strategy, namely a comparison between legal reality and legal ideals, specifically the level between law in action and law in theory, or in other words, this activity will show the relationship between law in book and law in action [6]. Legal reality concerns behavior and if the law is declared to be valid, it means that it finds legal behavior, namely behavior that is in accordance with the ideal of the law, thus if it is found that behavior is not in accordance with the (ideal) law, that is, not in accordance with the formulation in the law or the judge's decision (case law), it can mean that a situation is found where the ideal of law does not apply. This also remembers that legal behavior is formed due to motives and ideas, so of course if behavior is found that is not in accordance with the law, it means that there are obstacles or obstacles to the realization of behavior in accordance with the law.

Legal effectiveness means talking about the power of the law in regulating and/or forcing the public to obey the law. The law can be effective if the factors that affect the law can function properly. The measure of the effectiveness or not of an applicable law and regulation can be seen from the behavior of the community. A law or regulation will be effective if the citizens behave in accordance with what is expected or desired by the law or the law or regulation achieves the desired goal, then the effectiveness of the law or law has been achieved [5].

Regulating better business law and ensuring legal certainty and protecting the interests of aggrieved companies is something that is the goal of business law in any country. The existence of juridical weaknesses in laws and regulations has not provided legal certainty for the parties involved in business

dispute cases. The laws that are made should be able to provide legal certainty, in addition to justice and utility. Business laws are rules that are made to regulate and protect business activities from bad risks, the goal is to ensure that business activities run safely [7], in an orderly manner, and remain on a predetermined path. Arrangements on better business laws and ensure legal certainty and protect the interests of aggrieved companies. The definition of a legal system is a collection of elements that exist in interaction with each other which is an organized unit and cooperation towards the goal of unity. The legal system is sustainable, sustainable and autonomous. The function of the legal system is to maintain or strive for the balance of order in society (retitutio in integrum)

IV. CONCLUSIONS

From the results of this study, it can be concluded that business people in the FMCG industry as employers to outsourcing business actors must comply with various regulations on non-litigation dispute resolution, but there are often difficulties in understanding and implementing these regulations consistently, which can result in violations of the law and uncertainty for outsourcing companies. There are many factors that cause FMCG industry business players not to maximize mediation forums to make peace deeds in resolving civil disputes between them, including a lack of understanding and benefits for the parties to the dispute regarding mediation institutions, the desire of the parties to dispute from the beginning due to the lack of a point of deliberation, the purpose of stalling the case, and other problems after the making of the peace deed in the mediation forum.

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