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Protection of Consumer Rights in Tourist Bus Accident Cases Through the Restorative Justice Approach

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Abstract: The Trans Putera Fajar tourist bus accident in Subang resulted in losses with fatalities, serious injuries, minor injuries, and damage to the vehicle. The study aims to learn about the protection of consumer rights applied in tourist bus accident cases based on the principle of the restorative justice approach. The case study used normative legal research methods and approaches, namely legal analysis. The results of the study provide an explanation regarding consumer protection in tourist bus accident cases that can be applied through a restorative justice approach agreed upon by all victims by providing compensation as a form of the perpetrator's responsibility to restore the situation and supported by the decision of the Subang District Court which still provides sanctions for the perpetrators by applicable regulations. The conclusion is that the suitability between the principle of restorative justice and consumer protection can be applied peacefully between the parties without eliminating the demands for punishment for the perpetrators.

Keywords: Bus Accident, Consumer Protection, Restorative Justice.

INTRODUCTION

The increasing number of tourist bus accidents in Indonesia is a very worrying issue, especially for tourists. The increasing frequency of accidents involving tourist buses is in line with the increasing use of this transportation.

Based on Article 1 (24) of Law Number 22 of 2009 concerning Traffic and Road Transportation, a traffic accident incident is an incident that occurs on the road unintentionally and unexpectedly involving vehicles, resulting in property losses or human lives. The impact of tourist bus accidents results in many losses, both material and psychological, for the victims and their families. (Feni & Mubalus, 2023).

Therefore, safety is the most important thing to improve in order to reduce the number of accidents. Safety in the tourism sector is in the form of various efforts made to prevent and reduce the risk of accidents or incidents that can endanger the safety of tourists. (Kurniansah,

2024). Therefore, government involvement is needed so that the tourism sector in Indonesia can develop well and be orderly. (Darmawan et al., 2023).

Article 26 of the Tourism Law regulates the responsibilities that must be fulfilled by tourism entrepreneurs, namely prioritizing comfort, friendliness in service, and protection of tourists' safety and security. (Wicaksana et al., 2024). If tourism entrepreneurs do not carry out their business according to the rules, they will be penalized based on the Law's provisions. The guarantee given to consumers is a form of consumer protection regulated in Article 1 (1) of Law No. 8 of 1999 concerning Consumer Protection, which includes various efforts that can provide legal guarantees for protection for fulfilling consumer rights.

Related to the analysis of the Trans Putera Fajar tourist bus accident case carrying a tour group from SMK Lingga Kencana to Subang, West Java, which began with an agreement between the school and the Travel service "Will In Tour" to travel to Bandung on May 10, 2024, to May 11, 2024.

The Travel service collaborated with several other parties until an agreement was reached to use the Hino Trans Putera Fajar bus with the police number AD-7524-OG to travel to Bandung together with two other buses, namely the Titan Nirwana bus and the Srikandi bus. Unbeknownst to the travel party and the school, the Trans Putera Fajar bus was not roadworthy and had previously been modified in a way that did not meet the provisions.

The modification was carried out by increasing the load on the bus, which was then not reported to the relevant authorities. In addition, the validity period of the motor vehicle test card of the Hino Trans Putera Fajar bus has expired since December 6, 2023. The bus accident occurred on May 11, 2024, in Ciater, Subang, at around 18.40 WIB.

The accident occurred when the school group had finished their farewell event and were about to return to Depok. Before the accident, the driver knew that the bus had a problem with the brake function.

The accident resulted in 11 (eleven) fatalities, 18 (eighteen) victims with serious injuries, and 18 (eighteen) victims with minor injuries, as well as damage to several other motor vehicles. The Trans Putera Fajar tourist bus accident case involved four perpetrators mentioned in four court decisions, namely decision number 179/Pid.Sus/2024/PNSng, decision number 180/Pid.Sus/2024/PNSng, decision number 181/Pid.B/2024/PN Sng, and decision number 189/Pid.Sus/2024/PN Sng is a form of the perpetrators' responsibility to protect victims' rights as consumers.

Previous studies have discussed the importance of the role of road permit regulations aimed at improving safety in public vehicles, including Ramadhan's research, with research results showing that based on the LLAJ Law and the Minister of Transportation Regulation No. 19 of 2017 and Government Regulation No. 55 of 2012, it is a regulation that is useful for protecting security, safety, and comfort of driving on the road. However, bus companies commit many violations of these regulations, which cause unwanted incidents. As the accident incident experienced by the Trans Putera Fajar tourist bus in Subang, special attention needs to be paid to implementing the rules so that the incident does not happen again. (Ramadhan & Suprima, 2024)

Hidayati's research, with the results of her research, shows the importance of consumer protection for passengers of Trans Putera Fajar tourist buses after a traffic accident in Subang. In addition to being given a guarantee of compensation from Jasa Raharja insurance, victims and/or heirs of deceased victims need to receive consumer protection as a form of responsibility and compensation from business actors. Because bus passengers, as consumers, receive services not by the agreement until they become victims of an accident, consumers have the

right to be treated fairly and without discrimination and to receive compensation. (Hidayati, 2024)

Afifah's research, with its results, shows the importance of legal provisions for companies regarding the fatal Trans Putra Fajar tourist bus accident. The company's responsibility as a transportation service that carries passengers is to guarantee the safety of people and goods being transported. This is based on the rules of Article 10 (1a) of Government Regulation No. 17 of 1965 concerning implementing regulations and mandatory liability for passenger accidents. (Afifah et al., 2024)

The difference between this study and previous studies is that they raise the same accident case, namely the tourist bus accident that occurred at SMK Lingga Kencana in Subang, and discuss the responsibility of business actors to the victims.

Ramadhan's research discusses the regulation of road permits owned by tourist buses as a form of company responsibility. Meanwhile, Hidayati's research discusses consumer protection that can generally be applied to passengers of the Trans Putera Fajar tourist bus after experiencing a traffic accident in Subang.

On the other hand, Afifah's research examines the legal provisions that companies must implement for the work safety of their employees and for victims of bus accidents that result in fatalities, as the applicable legal provisions are protection for victims to get their rights from the bus company.

This study focuses more on implementing the law by referring to court decisions. Analysis of responsibility related to the tourist bus accident case, in the form of the perpetrators' responsibility as a form of consumer protection. Alternative resolution of tourist bus accident cases can be made in one way through the restorative justice principle approach, which aims to emphasize the return of the situation and the relationship between the parties as applied in the decision of the Trans Putra Fajar tourist bus accident case which uses the restorative justice principle approach which has a close relationship with the responsibility of the perpetrators and consumer protection for the victims.

Therefore, further research related to this case is urgent. We need to find out about the implications of the restorative justice principle approach to consumer rights and the resolution of the tourist bus accident case and how the business actors are accountable in the Trans Putera Fajar tourist bus accident case based on the court decision.

METHOD

His study uses normative legal research methods and approaches, which are defined as research methods that analyze law as a concept consisting of norms and rules applied in society and function as a guideline for individual behavior. (Muhaimin, 2020).

Using a problem approach, the study will obtain various aspects of information relevant to the legal issues that are the focus of discussion in the study. (Solikin, 2021).

With this method, the study aims to understand the implementation of court decision number 179/Pid.Sus/2024/PNSng, decision number 180/Pid.Sus/2024/PNSng, decision number 181/Pid.B/2024/PN Sng, and decision number 189/Pid.Sus/2024/PN Sng relating to Law No. 22 of 2009, which regulates Road Traffic and Transportation.

The research was also conducted to provide knowledge about the implications of the restorative justice principle approach to protect consumer rights based on Law No. 8 of 1999 concerning Consumer Protection. This study adopted the library research technique as its primary method to collect data based on research needs. This method is applied by analyzing various legal literature, legal regulations, and other legal documents related to discussing cases in the study.

RESULTS AND DISCUSSION

The Law on Traffic and Road Transportation in Article 311 states that anyone who intentionally drives a motorized vehicle in a manner and under conditions that can endanger life and property can be punished with imprisonment or a fine. The article explains that sanctions are imposed on perpetrators whose actions cause traffic accidents, resulting in losses to vehicles or goods, minor injuries, serious injuries, and deaths. (Sinaga et al., 2023). The Law on Traffic and Road Transportation strictly regulates the sanctions given to perpetrators of traffic violations, especially if an accident causes victims and losses.

Implications of the Restorative Justice Approach to Consumer Rights in Tourist Bus Accident Cases

The restorative justice principle approach can be applied through principles that prioritize the interests of the parties, especially the victims, facilitating communication between the victims and the perpetrators, which is expected to be realized to restore the conditions of the victims and the community.

Restorative justice has core components that are fundamental values in its application, namely inclusion (recognition of alternative approaches), encounter (meeting to convey narratives, emotions, and understanding to reach an agreement), amendment (improving the situation with forgiveness and respect), reintegration (Providing assistance and guidance for restoring the situation).

The implementation of the restorative justice principle is possible to be applied at every level, and the judicial procedure must respect the values and principles of non-discrimination and equality so that active, voluntary participation from all parties can be ensured. The judicial system that applies the restorative justice approach cannot solely be the basis for dismissing a case. (Rahmawati, 2023).

Unlawful acts will have consequences in the form of an obligation to restore the original state based on the principle of rehabilitation for the victim and for the values that are damaged as a result of the action, in addition to its obligations in the form of sanctions based on court decisions.

One of the opportunities as a form of responsibility of the perpetrator for the actions carried out against the victim is to provide compensation. This can be done by holding a penal mediation, which is a process of reaching an agreement to resolve a case or problem by bringing the parties together for deliberation or mediation.

This restorative justice process emphasizes the principle of responding to problems that focus on the victim's permission to handle the losses and damages that arise due to the problem, handled by the victim, the perpetrators, the families of the parties, and community representatives. (Hafrida & Usman, 2024). As applied in the case of the Trans Putra Fajar tourist bus accident, the victims and the victims' families have received compensation and have received an apology from the perpetrators as a form of peace between them.

The victim, in this case, as a consumer of tourism transportation services, has rights that must be protected. Article 4 (a) of the UUPK Law states that consumers have the right to feel safe, protected, and comfortable using the products and/or services purchased. Based on Article 19 of the UUPK, business owners are required to be responsible for providing compensation to every consumer who feels disadvantaged by a product or service in the form of providing monetary compensation and/or replacement of goods, and the consumer has the right to claim compensation from the business actor.

So, in the settlement process, more emphasis is placed on resolving disputes peacefully. (Chaerani & Sudiro, 2024). The UUPK aims to provide legal protection for consumers. The UUPK is expected to be a solution to the problems of consumers who are disadvantaged due to

fraudulent behavior by business actors. So, to prevent fraudulent behavior by business owners, through the UUPK, consumers can claim their rights that may be violated. (Irawan et al., 2023)

Referring to article 45 of the UUPK, it is stated that the resolution of consumer conflicts or problems can be done through a court process or outside the court, depending on the parties' agreement. It is also regulated that even though the dispute has been resolved out of court and the parties agree to resolve the problem related to compensation, this cannot eliminate the responsibility in the form of sanctions by statutory regulations.

Article 47 of the Consumer Protection Act also contains regulations regarding the resolution of consumer conflicts outside the court, which are held to determine the parties' agreement in determining the amount of compensation or actions that can guarantee consumer rights and prevent the losses that occur to consumers from happening again. (Moray, 2018)

The Trans Putera Fajar tourist bus accident was caused by the failure to meet operational standards that should have guaranteed the safety of bus passengers.

Therefore, it can be stated that there was a violation of Article 8 (1a) of the UUPK, which states that business owners are not permitted to sell goods or services that do not meet the standards set out in the laws and regulations.

Tourist buses that do not meet the safety standards as regulated are not given a road permit to operate and/or conduct business activities. A permit will only be given if the tourist bus has met all the safety standards set by meeting the requirements that have been set.

The accident resulted in losses for the victims, so their rights must be protected, and they must receive legal certainty in their protection as consumers. In this situation, referring to article 7 (f) of the UUPK, business owners must provide compensation for the impacts caused by the use of traded services or goods. So, business owners must be responsible for being able to provide compensation if the services or goods they offer cause losses to consumers, as stipulated in Article 19 (1) of the UUPK.

Problem-solving through the restorative justice principle approach implemented in the Trans Putera Fajar tourist bus accident case is based on applicable regulations. The basis for implementing restorative justice is the Circular of the Chief of the Indonesian Police No. SE / 8 / VII / 2018 of 2018 and the Decree of the Director General of the General Court of the Supreme Court of the Republic of Indonesia Number 1691 / DJU / SK / PS.00 / 12/2020. (Sihotang, 2023). Based on these regulations, the restorative justice principle approach is possible to be appropriately applied in tourist bus accident cases based on the principle of restoring the victim's condition.

The peace made by the parties based on the restorative justice principle approach does not dismiss the lawsuit. Protection for victims who died, victims of serious injuries, and victims of minor injuries is based on repressive legal protection.

Legal protection in this repressive form aims to be able to resolve a problem that occurs. This legal protection is ultimately implemented as a fine or imprisonment, such as providing compensation for the victim or his family as heirs with a nominal amount determined based on the perpetrator's ability and the victim's consent. The provision of salary or compensation does not stop the legal process, and it only provides consideration for the judge to reduce the sentence for the perpetrator. If the parties have agreed to make peace, then the victim's rights as a consumer have been fulfilled under applicable regulations. (Asanab et al., 2024)

Implications of Restorative Justice on the Accountability of Business Actors Based on Consumer Protection Law

Based on the results of the inspection of the Hino Bus Vehicle PO Trans Putera Fajar Police Number AD7524OG conducted by experts from the Motor Vehicle Testing Officer of the Subang Regency Transportation Service and experts from APM Hino at PT Motors Sales Indonesia, several conditions were found on the bus that did not comply with the provisions.

A leak was found in the relay valve section with a modification in the form of being wedged using an Rp. 100- (one hundred rupiah) coin, brake fluid with a level no longer suitable for use, and a deck floor made of an iron plate permanently closes the brake fluid tank so that it cannot be accessed. Many leaks generally occur in the engine, which is seen as having a lot of oil seepage.

Changes were found in the bodywork that caused the dimensions of the bus vehicle to not comply with the Test Card. Changes to the bodywork in the form of increasing width, length, and height made the bus overweight by 710 (seven hundred and ten) kilograms from the permitted weight.

This excess weight can be one of the causes of accidents because it has a significant impact on the braking system, which increases its load, especially when the road conditions are downhill. Based on a thorough inspection and observation, the general condition of the bus vehicle is not roadworthy. The Trans Putera Fajar bus accident involved 4 (four) perpetrators who were responsible in this case, namely the bus driver, the bus buyer as the new owner of the Trans Putera Fajar bus, the owner of the body shop, and the tourist bus operator mentioned in the 4 (four) court decisions.

Subang District Court Decision Number 179/Pid.Sus/2024/PNSng

In decision number 179/Pid.Sus/2024/PNSng it was decided that the driver who drove the Trans Putera Fajar bus was found guilty of driving the bus due to negligence, which resulted in an accident that resulted in fatalities, serious injuries, minor injuries, and damage to several vehicles.

Based on the court's decision, it was found that before the Trans Putera Fajar tourist bus accident, the driver knew that there was a problem with the brake pedal (braking function) and immediately contacted the tourist bus operator without informing the tour leader of the SMK Lingga Kencana group about the problem.

In addition, the driver also knew that there was an air leak in the valve system, which was then replaced with a spare valve belonging to another bus that was not suitable and wedged using an Rp. 100 (one hundred rupiah) coins were assembled and installed on the Trans Putera Fajar tourist bus vehicle.

The driver realized that the valve wedged with the coin was dangerous because it affected the function of the valve. The tourist bus operator the driver contacted sent a replacement PO Gold Star bus.

However, without waiting for the replacement bus, the driver continued his journey by driving the Trans Putera Fajar bus carrying a tour group from SMK Lingga Kencana. Moments before the accident, the driver tried stepping on the brake pedal, but the bus did not stop or slow down the downhill road.

The bus was traveling at high speed until it finally swerved to the right and hit a minibus that was seen coming from the opposite direction and hit several other vehicles. So, based on the verdict, the driver of the Trans Putera Fajar tourist bus was sentenced to 1 (one) year and 8 (eight) months in prison. This verdict is based on Article 311, paragraph 3, paragraph 4, and Paragraph 5 of the LLAJ Law.

This decision aligns with the responsibility regulated in Article 19 (1) UUPK as the perpetrator must fulfill as the guilty party based on his actions according to law. The responsibility determined by the court results from an analysis of the obligations or sanctions for the party. (Tesalonika & Hutabarat, n.d.).

Based on UUPK, the perpetrator must compensate consumers who suffer losses due to an accident. Drivers who drive tourist buses have the responsibility to be able to carry passengers as transportation consumers with a guarantee of safety, security, and comfort.

As a result of the driver's negligence, who forced himself to continue driving the vehicle in a bus condition that was not roadworthy until an accident occurred, the bus driver must be

responsible for the losses experienced. Based on this decision, there is compensation given to the family of the victim who died due to being hit by a bus of Rp. 3,000,000 (three million rupiah).

The provision of this compensation is a form of responsibility from the perpetrator to the victim, according to Article 19 (2) UUPK, relating to the provision of compensation in the form of money. However, this decision has not yet been settled for all parties and has not been fair to all victims because the case is still being resolved.

Subang District Court Decision Number 180/Pid.Sus/2024/PNSng

In conclusion, number 180/Pid.Sus/2024/PNSng, it was decided that the body shop owner where the Trans Putera Fajar bus was modified was found guilty of committing a crime. The owner of the workshop was proven to have given the opportunity and intentionally camped for others to drive motorized vehicles in the form of buses in conditions that could endanger the lives of others and cause traffic accidents, resulting in fatalities, serious injuries, minor injuries, and damage to vehicles.

The owner of the Alfa Andalas Karoseri workshop, who does not have a business license, is the party who has made illegal modifications to the bus. Initially, the Hino brand bus was a bus with the PO Putera Pandawa label, Nopol AD-7524-OG, which was brought by its original owner to the body shop to be modified according to the agreement and at the agreed cost and time.

The original owner sold the bus unit to the buyer when the bus was still in the modification process. However, there was a dispute between the cost of purchasing the bus, paying for the workshop, and receiving the sales fee from the original owner because the money was embezzled by another party who was used as an intermediary.

Then, without the original owner's knowledge, the workshop and the bus buyer intended to operate the bus with a new label, namely "Maulana Trans," to cover the losses that had been experienced.

The bus had been operating for tourism and had experienced some damage and repairs, so the previous label was covered with a "Putera Fajar Wisata" sticker. Until the bus was operated to carry an SMK Lingga Kencana tour group, an accident occurred in Subang, West Java. In this case, the workshop owner knew the bus was not roadworthy.

Therefore, based on the court's decision, the workshop owner was threatened with a prison sentence of 1 (one) year and was charged with paying court costs. This is based on the regulations of Article 311 (5) of the LLAJ Law in conjunction with Article 55 (1) of the Criminal Code, Article 311 (4) of the LLAJ Law in conjunction with Article 55 (1) of the Criminal Code and Article 311 (3) of the LLAJ Law in conjunction with Article 55 (1) of the Criminal Code.

This decision is made by Article 19 (1) of the UUPK regarding the responsibility carried out by business actors to consumers in the form of compensation. The workshop owner has violated his obligations as a business actor to guarantee the rights of consumers to obtain security in using services.

The workshop owner's mistake in illegally modifying and operating the bus has had a very detrimental impact on consumers. The accident resulted in 11 (eleven) fatalities, 18 (eighteen) victims with serious injuries, and 18 (eighteen) victims with minor injuries and damage to vehicles.

The decision noted that a peace meeting had been held between the parties on September 17, 2024. In the meeting, the perpetrator's family provided compensation of Rp. 30,000,000,- (thirty million rupiah) given to the Lingga Kencana Vocational School Foundation to be given to victims who died, victims who were seriously injured, and victims who were slightly injured, then compensation on September 30, 2024, for two victims who were hit by a bus with one

person dying and one person who was seriously injured, each amounting to 3,000,000,- (three million rupiah).

Compensation is a form of accountability from the perpetrator to the victim, according to the provisions of Article 19 (2) of the UUPK, relating to the provision of compensation in the form of money. So, with the provision of compensation or damages, the business actor has fulfilled its obligations based on the provisions of the consumer protection law.

Subang District Court Decision Number 189/Pid.Sus/2024/PNSng

As the new owner, the bus buyer agreed with the workshop to operate the bus in an unroadworthy condition to cover the losses. Based on the court decision Number 189 / Pid. Sus / 2024 / PNSng, the bus buyer was found guilty of committing an unlawful act by providing an opportunity and intentionally encouraging others to drive a motorized vehicle in the form of a bus in a condition that could endanger the lives of others, triggering a traffic accident resulting in fatalities, serious injuries, minor injuries and damage to the vehicle.

It is known that the bus buyer is an employee at a paint company. Based on expert testimony from the head of the Monitoring and Evaluation Substance Group Team, Sub Directorate of Safety Management, Directorate of Road Transportation Facilities, Directorate General of Land Transportation, Ministry of Transportation of the Republic of Indonesia explained that if someone who only has one Bus unit will organize a tourism transportation business without having a business license, does not have a workshop with a mechanic and does not provide a vehicle that is operated for periodic testing and does not have a vehicle operational mechanism, then the implementation of the tourism transportation business does not meet the national program of traffic and road transportation policies.

Based on the regulation of the Minister of Transportation Number 13 of 2023 on the standards for passenger transportation businesses using public motorized vehicles not on a route, it states that special requirements for business permits are to have at least 5 (five) vehicles as evidenced by a copy of the vehicle registration certificate, type test registration certificate for new vehicles, proof of passing periodic tests and photos of the vehicle and meeting the minimum service standards for passenger transportation using public motorized vehicles not on a route.

The buyer, as a new owner, is operating the bus without any valid proof of roadworthiness because he did not renew the KIR permit and did not carry out regular checks on the condition of the bus, which could cause an accident.

Clearly, the bus buyer was aware of the dangers that could occur but still intended to operate the bus. Based on the court's decision, the bus buyer was sentenced to 8 (eight) months in prison and was required to pay court costs. This is based on Article 311(5) of the LLAJ Law in conjunction with Article 55 (1) of the Criminal Code, Article 311(4) of the LLAJ Law in conjunction with Article 55 (1) of the Criminal Code, and Article 311(3) of the LLAJ Law in conjunction with Article 55 (1) of the Criminal Code.

This decision is made by Article 19 (1) of the UUPK regarding the responsibility carried out by business actors to consumers in the form of compensation. As the new owner of the bus, the buyer has violated his obligations as a business actor to guarantee the rights of consumers to obtain safety and security in using services.

The bus buyer's mistake in his desire to operate the bus illegally, together with the workshop owner, has had a very detrimental impact on consumers. The accident resulted in 11 (eleven) fatalities, 18 (eighteen) victims with serious injuries, and 18 (eighteen) victims with minor injuries and damage to vehicles.

In the decision, it is known that a peace meeting was held between the parties on September 17, 2024. In the meeting, the perpetrator's family provided compensation of Rp. 30,000,000,- (thirty million rupiah) given to the Lingga Kencana Vocational School Foundation to be given to victims who died, victims who were seriously injured, and victims who were

slightly injured, then compensation on September 30, 2024, for two victims who were hit by a bus with one person dying and one person who was seriously injured, each amounting to 3,000,000,- (three million rupiah).

Compensation is a form of accountability from the perpetrator to the victim, according to the provisions of Article 19 (2) of the UUPK, relating to the provision of compensation in the form of money. The peace made by the parties is based on the principle of restorative justice, which prioritizes the recovery of the situation. So, with the provision of compensation or damages, the business actor has fulfilled its obligations based on the provisions of the consumer protection law.

Subang District Court Decision Number 181/Pid.B/2024/PNSng

The tourist bus operator is an intermediary between the Trans Putera Fajar bus manager and the bus renter or orderer for tourism purposes. The tourist bus operator was found guilty based on the decision of the Subang District Court Number 181/Pid.B/2024/PNSng.

The bus operator was proven to have provided an opportunity and intentionally encouraged others to drive a motorized vehicle in the form of a bus in a condition that could endanger the lives of others, causing traffic accidents resulting in fatalities, serious injuries, minor injuries, and damage to the vehicle.

It was qualified that the bus operator, workshop owner, and buyer had encouraged the driver to drive the bus until an accident occurred. Therefore, the bus operator was found guilty of committing an unlawful act and was sentenced to a penalty in the form of imprisonment for 1 (one) year and was required to pay court costs. This is based on Article 311, paragraphs 5, 4, and 3 of the LLAJ Law in conjunction with Article 55(1) of the Criminal Code.

This decision is in line with Article 19 (1) UUPK in the responsibility carried out by business actors to consumers in the form of compensation.

The bus operator has violated its obligations as a business actor to guarantee the rights of consumers to obtain safety and security in using services. The bus operator's mistake in agreeing to operate the bus illegally, together with the workshop owner and bus buyer, has negatively impacted consumers.

The accident resulted in 11 (eleven) fatalities, 18 (eighteen) victims with serious injuries, and 18 (eighteen) victims with minor injuries and damage to vehicles. In the decision, it is known that the perpetrator has provided compensation to all accident victims, supported by a receipt for compensation and a peace letter between the parties.

In the receipt, the perpetrator's family has provided compensation of Rp. 30,000,000,- (thirty million rupiah), which was given to the victims who died, victims with serious injuries, and victims with minor injuries.

The provision of compensation is a form of responsibility for the recovery of the situation and victims, according to Article 19 (2) UUPK, relating to the provision of compensation in the form of money. The perpetrator is considered to have fulfilled his/her responsibility to the victim as a consumer with the dispute resolution based on the restorative justice approach. The right to obtain consumer compensation can be exercised voluntarily based on mutual agreement. The settlement is done in a non-litigation manner through mediation, which emphasizes the development of good relations between the parties. (Fauzi & Koto, 2022)

The regulation in Article 7 of the UUPK regarding the obligations of business actors has explained that business actors must be able to guarantee protection for consumers.

This obligation is in the form of good faith for business actors in running their business, providing honest and transparent information to consumers regarding goods or services, providing guarantees to consumers, and providing compensation if consumers experience a loss due to the use of goods or services. (Hanifa & Hutabarat, 2020).

The punishment in the verdict has been determined for the perpetrators based on applicable regulations. Three perpetrators who were not at the scene of the accident were found

guilty because they were considered advocates. However, advocates are only calculated for deliberately encouraged acts along with their consequences. (Pratiwi, 2022).

The perpetrators responsible for the Trans Putera Fajar tourist bus accident case have admitted all their mistakes and then apologized to the victim and/or the victim's family. With the provision of compensation to the victim and a peace letter, it is considered that the victims have forgiven the perpetrators. This is also considered a means to resolve the problems between the perpetrators and victims based on the restorative justice principle approach regulated in the Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2024. (Anwar et al., 2024)

CONCLUSION

The implications of applying the Restorative Justice principle approach in this case are based on the provisions of Consumer Protection. Consumer protection based on Article 45 of the UUPK states that the case resolution can be carried out outside the court and with peace from both parties.

The decision of the Subang District Court, which tried the perpetrators fairly and based on regulations, resolved the legal case related to consumer protection and applied the principle of restorative justice as a consideration.

Business owners must take responsibility for the losses experienced by the victims as consumers, as regulated in Article 19 (1) of the UUPK. The perpetrators have provided compensation to the victims as regulated in Article 19 (2) of the UUPK in the form of the responsibility of business actors to the victims by providing compensation in the form of money.

The apology and provision of compensation or compensation from the perpetrators were accepted by the victims and the victims' families so that a peaceful settlement was reached. Based on the principle of Restorative Justice emphasizes the recovery of victims and the improvement of circumstances.

However, the Restorative Justice principle and consumer protection approach in a peaceful settlement do not eliminate the punishment of sanctions for the perpetrators. This regulation is considered fair enough for the parties if the perpetrator realizes his mistake and is willing to take responsibility for the incident.

The settlement of the Trans Putera Fajar tourist bus accident case in the case's verdict was carried out per the provisions of the LLAJ Law. The perpetrators were aware of the dangers that could occur when operating the Trans Putera Fajar bus until the accident finally occurred.

Therefore, the perpetrators were punished with imprisonment and were required to pay court costs. The violations must still be accounted for by the procedures set by the court by the perpetrators, consisting of the bus driver, the owner of the body shop, the bus buyer, and the tourist bus operator. Protection of consumer rights in this case is considered to have been fulfilled with the compensation from the perpetrators. In addition, with compensation, the perpetrators are considered to have carried out their obligations according to Article 7 of the UUPK.

REFERENCE

- Afifah, D., Aristias, A., & Fairuz Wibowo, H. (2024). Ketetapan Hukum Bagi Perusahaan Atas Keselamatan Kerja Karyawan Terhadap Kecelakaan Yang Mengakibatkan Korban Jiwa (Studi Kasus Kecelakaan Bus Pariwisata yang Ditumpangi SMK Lingga Kencana Depok). *Media Hukum Indonesia*, 2(3), 168. <https://doi.org/10.5281/zenodo.11622715>
- Anwar, S., Irna, I., Marian, S., & Kogoya, J. J. (2024). Transformasi Persidangan Pidana: Model Keadilan Restoratif PN Wamena. *JURNAL LITIGASI AMSIR*, 8(5). <https://journalstih.amsir.ac.id/index.php/julia/article/view/586>

- Asanab, R. H., Leo, R. P., & Amalo, H. (2024). Perlindungan Hukum Dan Pemenuhan Hak Korban Dalam Kasus Kecelakaan Lalu Lintas Yang Menyebabkan Korban Meninggal Dunia. *Konstitusi : Jurnal Hukum, Administrasi Publik, Dan Ilmu Komunikasi*, 2(1), 124–135. <https://doi.org/10.62383/konstitusi.v2i1.397>
- Chaerani, S., & Sudiro, A. A. (2024). Perlindungan Hukum Terhadap Konsumen Terkait Kecelakaan Beruntun yang Kerap Terjadi di Jalan Tol Mohammed Bin Zayed. *Jurnal Ilmu Hukum, Humaniora Dan Politik*, 4(6), 2532–2544. <https://doi.org/10.38035/jihhp.v4i6.2589>
- Darmawan, I. M. Y., Ardhya, S. N., & Dantes, K. F. (2023). PERLINDUNGAN HUKUM TERHADAP KONSUMEN ATAS PEMANFAATAN JASA PARIWISATA SWING DI KECAMATAN TEGALLALANG, KABUPATEN GIANYAR. *Jurnal Ilmu Hukum Sui Generis*, 3(3), 102–111. <https://doi.org/10.23887/jih.v3i3.2605>
- Fauzi, A., & Koto, I. (2022). PERLINDUNGAN HUKUM BAGI KONSUMEN YANG TELAH DILANGGAR HAKNYA MELALUI JALUR LITIGASI DAN NON-LITIGASI. *Jurnal Yuridis*, 9(1), 13–26. <https://doi.org/10.35586/jjur.v9i1.3963>
- Feni, S., & Mubalus, E. (2023). ANALYSIS OF THE TRAFFIC ACCIDENT FACTORS IN SORONG DISTRICT AND HOW TO MANAGE THEM. *Jurnal Soscied*, 6(1). <https://doi.org/https://doi.org/10.32531/jsoscied.v6i1.624>
- Hafrida, & Usman. (2024). Keadilan Restoratif (Restorative Justice) dalam Sistem Peradilan Pidana (1st ed.). PENERBIT DEEPUBLISH. <https://repository.unja.ac.id/id/eprint/64223>
- Hanifa, S., & Hutabarat, S. M. D. (2020). Tanggung Jawab Sriwijaya Air Terhadap Penayangan Iklan Mengandung Janji Yang Belum Pasti Pada Promo SJ Travel Pass. *Risalah Hukum*, 16(1), 55–67. <https://doi.org/10.30872/risalah.v16i1.304>
- Hidayati. (2024). Perlindungan Konsumen Penumpang Bis Pariwisata Pasca Kecelakaan Lalu Lintas. *Action Research Literate*, 8(5). <https://doi.org/10.46799/arل.v8i5.388>
- Irawan, S., Guntara, D., & Abas, M. (2023). PENYELESAIAN SENGKETA KONSUMEN DAN KEPASTIAN HUKUM PUTUSAN BADAN PENYELESAIAN SENGKETA KONSUMEN. *Collegium Studiosum Journal*, 6(2), 372–386. <https://doi.org/10.56301/csj.v6i2.1081>
- Kurniansah, R. (2024). KODE ETIK PARIWISATA. PENERBIT INTELEKTUAL MANIFES MEDIA . https://books.google.co.id/books/about/KODE_ETIK_PARIWISATA.html?id=pdL3EAAQBAJ&redir_esc=y
- Moray, F. (2018). PENYELESAIAN SENGKETA KONSUMEN DI LUAR PENGADILAN MENURUT UNDANG-UNDANG NOMOR 8 TAHUN 2009 DALAM RANGKA PERLINDUNGAN KONSUMEN. *LEX PRIVATUM*, 6(10). <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/25856>
- Muhaimin. (2020). METODE PENELITIAN HUKUM (1st ed.). Mataram University Press. <https://www.scribd.com/document/818584035/Instant-Access-to-Ebook-Metode-Penelitian-Hukum-by-Dr-Muhaimin-S-H-M-Hum-ISBN-9786237608486-6237608486-ebook-Full-Chapters>
- Pratiwi, S. (2022). Delik Penyertaan Dalam Kitab Undang-Undang Hukum Pidana (KUHP). *Binamulia Hukum*, 11(1), 69–80. <https://doi.org/10.37893/jbh.v11i1.677>
- Rahmawati, M. (2023). Peluang dan Tantangan Penerapan Restorative Justice dalam Sistem Peradilan Pidana di Indonesia. *Institute for Criminal Justice Reform*. <https://ijrs.or.id/publikasi-ijrs/peluang-dan-tantangan-penerapan-restorative-justice-dalam-sistem-peradilan-pidana-di-indonesia/>
- Ramadhan, A., & Suprima. (2024). Peran Regulasi Izin Jalan Dalam Meningkatkan Keselamatan Transportasi Publik. *Innovative: Journal Of Social Science Research*, 4(4). <https://doi.org/https://doi.org/10.31004/innovative.v4i4.14434>

- Sihotang, H. N. J. (2023). PENERAPAN RESTORATIVE JUSTICE PADA KECELAKAAN LALU LINTAS. JURNAL YAPPSU.
<https://www.jurnal.yappsu.org/index.php/skylandsea/article/view/144>
- Sinaga, A. C. D., Lengkong, L. Y., & Panjaitan, H. (2023). PERTANGGUNGJAWABAN PIDANA TERHADAP PENGENDARA YANG MENAKIBATKAN KEMATIAN PADA KECELAKAAN LALU LINTAS. *Honeste Vivere*, 33(1), 1–14.
<https://doi.org/10.55809/hv.v33i1.168>
- Solikin, N. (2021). PENGANTAR METODOLOGI PENELITIAN HUKUM (Tim Qiara Media (ed.); 1st ed.). CV. PENERBIT QIARA MEDIA.
<https://www.scribd.com/document/643736438/NUR-SOLIKIN-Pengantar-Metodologi-Penelitian-Hukum>
- Tesalonika, B., & Hutabarat, S. M. D. (n.d.). Implementation of Consumer Protection Law Against Accidents at Tourist Attractions. <https://doi.org/10.1234/alqodiri.v18i2.3891>
- Wicaksana, M. A., Oktaviani, N., Sitorus, E., Dzakhirah, V., & Luhfitasari, R. (2024). LEGAL PROTECTION FOR VISITORS TO EXTREME WATERSPORT JETSKI TOURS. JURNAL LEX SUPREMA, 6(2).