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Consumer Problems in Terms of Consumer Protection in Review of Transportation Law Regulations

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Abstract: This research is motivated by the interest to understand the legal aspects in the context of transportation, especially related to delays in goods and passengers. In the context of Indonesian law, Law No. 8 Year 1999 is the basis for determining the responsibility of the shipper for the delay of goods. The purpose of this research is to investigate and analyze these aspects using a normative juridical approach. The method used involves secondary data collection through literature study, as well as constructive analysis of the data that has been processed. The results show that there are still many cases of delayed goods in Indonesia, and Law No. 8 Year 1999 positions the shipper as the party responsible for this. However, in the context of passenger delays, the settlement can vary depending on the case at hand, with the possibility of a refund as one of the settlement options. This research contributes to the understanding of the relevant aspects of transportation law in Indonesia.

Keyword: Consumer Protection, Liability, Transportation.

INTRODUCTION

The Republic of Indonesia is a country that is a country that has many islands and is also one of the largest countries that has thousands of islands stretching from Sabang and Merauke (Natalia & Suradi, 2017), Transportation is an important and needed thing in social life as well as trade, this is based on several causal factors, namely in the form of commerce is distributing its merchandise throughout Indonesia (Adji, 1991).

Technology and information are increasingly advanced and the development of Information Technology is a contributing factor to significant changes in the social, economic and cultural fields whose time is very rapid which makes such a world intervene in law and its enforcement (Juwitasari, Sediati, Junaidi, & Soegianto, 2021).

Legal Protection is a legal protection that aims to provide to legal subjects in the form of devices both preventive and repressive in nature, whether it is done verbally or in writing, Legal Protection can be concluded in other words is a picture of a picture that presents how the law in carrying out its functions has concepts in the form of justice, order, certainty, benefits, and peace in carrying out and providing what is needed such as legal protection of a place or

container in its implementation which is also often referred to as a means of legal protection (Tampubolon, 2016).

Technology that is created and also the development of human needs for purposes that can facilitate human life from previous lives, the development of technology that is growing rapidly can be used as a means of communicating with each other, as well as functioning as a dissemination and search for data, teaching and learning activities can also be obtained, providing services, also useful for conducting business transactions (M. Ramli, 2004). The development of technology has a huge impact on social life which results in the development of technology, one of the positive impacts can be seen from the ease of finding information online (Novita & Santoso, 2021).

This protection law gets enough attention because this law also contains regulations to improve the welfare of the community universally, not only the community as consumers but also business actors must be given the same rights to get protection, each of which has rights and obligations (Kristiyanti, 2022).

Law No. 8 of 1999 and also the Law governing Transportation are interrelated for the author's material for writing this journal (Rohendi, 2015). In practice, the main principle of online transactions in Indonesia still prioritizes the aspect of trust or "trust" to sellers and buyers (Suparni, 2001).

With the existence of regulations governing it, it is hoped that the parties, whether from consumers, producers, or transporting parties, can comply with these rules and can also have certain legal certainty to be able to overcome if one party gets losses caused by other parties related to promises because it has been authorized by the authorized institution to make these regulations.

It has become a habit among people now that the validity of modern trade agreements such as now is carried out with transaction agreements through electronic systems (Akhmaddhian & Agustiwati, 2016).

The regulations described above were established in response to numerous instances of misappropriation of responsibilities among consumers, producers, and users of transportation services. Violations are not solely attributable to one party; they also arise from the complexities of the routes entrusted to service providers for the delivery of goods. These routes often involve unexpected conditions, which can lead to conflicts during transportation. For example, delivery personnel typically handle multiple shipments simultaneously, increasing the likelihood of collisions between goods. When transportation services operate in crowded environments or navigate poor-quality routes, there is a significant risk of damage to the items being delivered. Thus, both service tenants and providers must acknowledge their shared responsibilities in ensuring safe and efficient transportation.

Consumers who are late due to, for example, delays from the flight they want to board, and because of the delay, these passengers become negligent and forget about it, and worse, they miss the plane they want to board. There are numerous cases in Indonesia involving passenger delays. According to the author, if a situation such as this arises, it's crucial for both parties to verify if the carrier has actually reached out or reminded the careless passenger. Additionally, it's crucial to determine if the careless passenger responded to the carrier's attempt to remind them. Once we determine who is at fault, we need to understand the relevant regulations to align them with the real-world situations.

According to Aisyah Ayu Musyafah's research, "Consumer Protection of Goods Delivery Services in the Event of Late Delivery of Goods" (2018 at Diponegoro College (Musyafah, Khasna, & Turisno, 2018). In this writing, the author discusses the problem of consumer protection of goods delivery services with the help of experienced tour operators. Delay in delivery of goods. Legal protection for consumers In terms of mandatory law, the delivery of goods is still related to the law, not Article 8 of 1999 and the Civil Code. In addition, the

difference between this research and the work to be researched lies in the theory used. This research employs an overview of the Law of Engagement as its theoretical framework. When researching, the author uses the perspective of consumer protection law.

Bawean Island, a remote island in the eastern province of Java, is located midway between Java and Kalimantan; however, Bawean Island is still part of Gresik City. BMKG stops ships departing for Bawean Island in the event of bad weather from Gresik Regency until they receive weather information, as access to Bawean Island depends on the height of sea waves (Pratama, 2021). The delivery of goods to Bawean Island can only be done by sea; even if it is transported by passenger ships, we are responsible for the Expedition Service of PT J&T in the delivery of goods in the processing of bad weather conditions, which is called force majeure, so that the delivery of goods is uncertain when the goods have arrived on Bawean Island. The issue arises when the travel service provider assumes responsibility for the delivery of goods, given that the goods may arrive in waves, unexpectedly, or due to force majeure. This is the SOP for the Expedition Service. If there is a force majeure and the perpetrator is involved, there is no return. Relate to Law No. 8/1999 for protection in Article 4 of Article 8, which reads as follows: "The right to compensation, compensation and/or compensation, whether the goods and/or services received are not suitable or not as they should be.

METHOD

The type of research used in this research is normative juridical research. Normative juridical research is research that focuses on the study of library materials or secondary legal materials. This research aims to examine concepts, theories, and relevant laws and regulations. Knowledge in this research also serves as a means to support the development of science and technology. This method was chosen because this research aims to reveal the truth systematically through the analysis of data that has been processed and the construction of data that has been compiled.

RESULTS AND DISCUSSION

Rules on Delay and Damage to Consumer Goods and its Application in Daily Life

Law Number 8 of 1999 concerning Consumer Protection states that it is increasingly necessary to pay more attention due to its importance and the rapid increase in education and technology. These factors drive the productivity and efficiency of producers of goods and services, which in turn generate profits for businesses (Lisa, 2022).

The carrier bears the responsibility of promptly organizing the goods sent by the shipper into the goods they receive, while taking all necessary precautions to ensure their safety. The Criminal Code does not regulate the carrier's liability for late arrival of the goods. The carrier is fully responsible for the damage or loss of goods sent, as stated in Article 88 (Hindun, 2019). As a service user. Consumers who have problems with the delivery process, especially delayed goods, can experience tangible and intangible losses. One of the causes is the rapid expiration or unfitness of the sent goods, even if they arrive on time. In situations such as these, Article 8 of Law No. 4 of 1999 stipulates that consumers must seek compensation from the trading party to safeguard their rights. If the goods do not arrive on time, consumers need assurance that they have the right to compensation from the merchant. Article 28 of Postal Law No. 38 of 2009 governs compensation for misplaced goods, damaged package contents, delayed delivery of goods, or unequal distribution of goods between consumers.

Reich (1992) elucidates that consumers frequently encounter fraudulent business actors during the sales process. These issues include unclear contracts with standard contents, product defects, dissatisfaction with the services provided to consumers, unclear and misleading advertisements, and sales problems. Consumers frequently encounter situations such as

defective products from business actors, deceptive and false information, and delayed delivery of goods, all of which occur during sales agreements (Bernada, 2017).

Regarding the implementation or enforcement of the law, consumer protection has regulated the duties and authority of the Independent Consumer Protection Agency. This regulation is clearly stated in Article 44 paragraph (3). 1. Clearly disseminate information about the goods or whatever is included in the sale and purchase agreement, aiming to raise consumer awareness about their rights and obligations, thereby enhancing their consumption of goods and services. 2. Provide advice to consumers in need. 3. Work together with the relevant agencies in an effort to realize consumer protection. 4. Assist consumers with their rights, which includes addressing their complaints. 5. Undertake supervision with the government and society to ensure the enforcement of consumer protection.

And in paragraph 4, it reads, namely, "Further provisions regarding the duties of consumer protection agencies are regulated in government regulations." When viewed from an Islamic perspective, there is accountability for the duty of trust of each person, where there must be accountability from both parties to maintain their responsibility.

According to JNE's research, JNE bears the responsibility for compensating the shipper for any damage or loss to their shipments, provided that JNE is still supervising the goods. This is because any damage to the goods is solely the result of JNE employees' negligence. JNE bears no accountability for the repercussions and losses experienced by the party involved in the case, including but not limited to commercial, financial, and other indirect losses, as well as losses incurred during collection and delivery due to factors beyond JNE's control, and damages resulting from natural disasters.

JNE will replace the full value of lost or damaged shipments, but there are conditions such as: the goods have received insurance; they also get packed with guaranteed safety; and they use wooden packaging. The agreement between JNE and the consumer stipulates an exception for goods that do not meet condition d for loss replacement (Musyafah et al., 2018).

The carrier bears the responsibility of safely transporting goods and/or services from one location to another. They also have the duty to ensure the safe delivery of these goods, without any damage, and to hand them over to the recipient. On the other hand, the sender bears the responsibility of paying the carrier's wages and ensuring timely delivery of the goods in good and proper condition.

It can be concluded that this agreement can occur if both parties bind themselves to a transportation agreement where the carrier is obliged to keep the goods safe during the process of shipping goods to reach consumers. If the carrier fails to fulfill its obligations and damages the sent goods during shipping, it must compensate for the loss.

Article 19 of GCPL This article mandates that business actors must compensate consumers for their actions in selling or trading their goods, not only in terms of sales but also in terms of services. Paragraph 2 explains that the transportation party can compensate for passenger loss through refunds or in accordance with applicable legislation.

According to Article 19's explanation, the compensation can take the form of refunds, product replacements, health care, or compensation that the law expressly specifies (Nugroho, 2018).

For more details, there is an example of one of the cases in Indonesia regarding the legal relationship between PT Nugraha Ekakurir Line established with consumers based on the engagement from which there arises a legal effect that is a legal relationship based on an engagement that is subject to the provisions of article 1320 jo 1338 BW. The intertwined relationship between PT Jalur Nugraha Ekakurir and consumers arises from their agreement to use PT Jalur Nugraha's services, which include the delivery of goods and documents.

The agreement that occurs on the part of PT, Nugraha Path, with consumers is in the form of obligations of both parties, or what is often referred to as achievements, namely obligations that must be carried out by both parties to the agreement held by both parties have agreed. PT

Jalan Nugraha is responsible for delivering goods and documents to consumers, while consumers are required to remit the agreed-upon payment for PT Jalan Nugraha's services. These obligations stem from the legal relations between both parties.

Article 2 of the GCPL bases consumer protection on several principles, such as the principle of benefits and the principle of balance. These principles are useful for joint efforts to enforce consumer protection and are relevant for national development.

The principle of benefit ensures the realization of all community efforts in organizing consumer protection, and its implementation can yield significant benefits for consumers and all business actors involved. This principle also establishes the foundation for maximizing community involvement in implementing consumer protection, granting rights and responsibilities to consumers and business entities in line with their jurisdiction in a just manner.

The principle of balance is the principle that aims to provide a balance in terms of interests between consumers and business actors. The principle of security and safety aims to ensure consumers feel secure when consuming goods provided by business actors. The principle of legal certainty aims to provide both consumers and business actors with the necessary legal certainty to comply with regulations, thereby organizing consumer protection and ensuring both parties receive justice and legal certainty from the state.

The GCPL regulates consumer protection with the aim of elevating the dignity of consumers. Therefore, business actors must avoid any negative impacts on the use or consumption of goods or services in their business processes. To avoid these things, such as the consumption of goods, Article 8 of the GCPL provides the following meaning:

Business actors are prohibited from producing goods or services that violate the regulations of the law, which are the main requirements for trading their products. They are also prohibited from selling products that do not match the net weight, net content, or quantity stated on the label; that do not meet the declared measurements, conditions, guarantees, or specifications described on the label or in the product description. The goods or services must also match what is stated on the label and in the description, such as quality, grade, composition, manufacturing process, style, or specific uses, and must align with any promises made by the business actors in the label, description, advertising, or promotion of the goods and services. Additionally, the expiration date and time of use must be clearly listed, indicating when the product is best used. PT. Nugraha Line has a standard clause, referred to as the standard terms of delivery in Article 8, Paragraph (1) regarding compensation. This means that JNE is only responsible for compensating damages or losses of goods during delivery if the delivery is still under JNE's supervision, with a special condition that if the damage or loss is due to negligence, it must be caused by JNE employees.

With the existence of a standard contract which is the use of standardized terms for consumer transactions, in accordance with Article 1 of the GCPL, which reads:

“Klausula baku adalah setiap aturan atau ketentuan dan syarat-syarat yang telah dipersiapkan dan ditetapkan terlebih dahulu secara sepihak oleh pelaku usaha yang dituangkan dalam suatu dokumen dan/atau perjanjian yang mengikat dan wajib dipenuhi oleh konsumen.”

This law explicitly states that the development of model contracts is a necessity that cannot be avoided because model contracts are a reality that arises from the needs of society.

Mariam Darus Badruzaman explains what the current agreement looks like, the current agreement has the following characteristics, namely: The form of a form, self-determined, and contains an exoneration condition which is a condition of the creditor so that he can avoid his responsibility as his obligation, using small letters and printed and presented to consumers as “take it or leave it contract's”.

Standard clauses are considered necessary to be regulated so that they are not misused and/or harm other parties, so it is necessary to monitor their use so that they are not used as a tool to harm others. In Article 18 of the Consumer Protection Law (UUPK) there are several

prohibitions regarding the use of standard clauses in standard contracts, including: Business actors who offer goods and/or services for trading are prohibited from including standard provisions in documents and/or agreements that state the transfer of responsibility to consumers. According to Soemarno (2016), business actors are also prohibited from including provisions stating that goods that have been purchased and returned follow the production provisions with a halal label, which must be clearly stated on the label. In addition, business actors are obliged to provide a clear explanation of the label or description of the goods following Article 7 letter g of GCPL, which is to provide appropriate compensation for the goods or services received if they are not following the agreement. Based on the two regulations, namely the GCPL and the Civil Code, it can be concluded that JNE is obliged to compensate for losses in the event of damage or loss of goods while the goods are still under JNE's supervision, including if the loss is caused by the negligence of JNE employees.

Legal Liability if There is a Late Consumer in Air Transportation and How in the Practice of Community Life

Since the arrival of the Covid-19 pandemic, the economy has continued to decline significantly. This impact is felt not only by the community, but also by companies that provide services, such as airlines, which have experienced a drastic decrease in the number of passengers. This encourages these companies to look for ways to attract passengers back, for example by offering cheaper ticket prices and promoting the best services from various airlines. However, in providing services to passengers, problems such as flight delays and cancellations often occur.

Every time there is a plane crash, there are always losses suffered by passengers, which then raises legal issues related to the airline's responsibility to consumers or owners of goods, both as parties involved in the agreement and as consumers. In addition, flight delays that are not accompanied by legal remedies from the airline also create new problems for consumers.

The legal relationship between the transportation party and also the consumer party results in a reciprocal agreement which means that the agreement results in both parties mutually performing their obligations or their respective achievements where the achievements are reciprocal and regarding the problem of cancellation is a sign that there is a failure of performance from one of the parties.

Cancellation that occurs in Air Transportation is a delay in departure that can be caused by certain things as explained by Law No.1 of 2009 concerning flights as follows:

The causes of flight cancellations are caused by several factors such as weather factors, technical factors, airport factors, and operational factors, as well as commercial issues such as problems with the boarding process and excess passengers factors that affect operational factors are late pilots and catering services.

Factors of flight cancellation can be in the form of technical and non-technical factors. Article 146 of the Aviation Law and Article 13 paragraph (2) of the Minister of Transportation Regulation Number 77 of 2011 explains that flights are canceled due to bad weather such as heavy rain, storms, smoke, fog visibility below the maximum or that factor is outside of operational factors.

Meanwhile, according to Article 146 of the Aviation Law and Article 13 paragraph (3) of the Minister of Transportation Regulation Number 77 of 2011, the cancellation is due to Operational Engineering factors, such as:

- a. Bandar udara untuk tujuan keberangkatan tidak boleh dipakai untuk operasional pesawat terbang.
- b. Bandara mengalami lingkungan yang rusak semisal contohnya seperti retak ataupun banjir

c. Adanya antrean pesawat terbang di udara lepas ataupun mendarat ataupun juga alokasi waktu berangkat pada bandar udara

d. Terlambatnya pengisian pada bahan bakar pesawat.

Regarding the cancellation held by the aircraft carrier, the carrier is obliged as stated in Article 12 of the Minister of Transportation Regulation Number 77 of 2011 concerning the Responsibility of Air Transport Carriers, namely:

1) Mengenai penerbangan yang akan dibatalkan Pihak pengangkut yang dimana ini dimaksud dalam pasal 9 huruf c maka pengangkut harus memberi tahu pengangkut mengenai hal itu

2) Batalnya penerbangan yang dikarenakan oleh pihak pengangkut yang tertera pada ayat (1), maka dari situ pengangkut berkewajiban guna kerugian yang hendak dimintai pertanggung jawaban oleh penumpang dengan cara mengembalikan uang tiket yang telah dibayarkan kepada perusahaan.

3) Batalnya penerbangan yang diakibatkan oleh putusan dari pihak pengangkut maka di sana berlaku pasal 10 huruf b dan c.

Explanation of article 10 letters b and c regarding flight cancellations, where canceled flights are carried out less than 7 days by calendar count until the agreed departure time, therefore passengers are obliged to get compensation, namely:

a) Diberikan ganti kerugian sebesar 50% dari Rp. 300.000,00. Bilamana pihak pengangkut menawarkan tujuan lain dengan tujuan yang paling dekat dengan tujuan penumpang dan juga serta pihak pengangkut wajib memberikan modal transportasi lain apabila tujuan tersebut tidak dapat memakai transportasi udara pesawat.

b) Untuk hal penumpang dialihkan pada penerbangan lain atau pengalihan penerbangan penumpang terhadap Pihak Pengangkut lain dengan jadwal lain maka penumpang dibebaskan dalam hal biaya tambahan yang juga termasuk ke dalamnya yaitu peningkatan kelas ataupun penurunan maka sisa dari pembelian tiket penumpang dikembalikan kepada pihak penumpang. It should be noted that, according to Article 12 paragraph (4) of the Minister of Transportation Regulation No. 77 of 2011 concerning the Responsibility of Air Transport Carriers, it is determined that if the carrier decides to change the schedule, it must be based on clear causal factors. Consequently, what currently applies is Article 36, letter (d) and letter (e) of the Minister of Transportation Regulation No. 25 of 2008 concerning the implementation of air transportation, which states that:"

a. Bilamana pembatalan angkutan udara yang diadakan oleh pihak pengangkut maka pihak pengangkut wajib memberikan pengalihan penerbangan terhadap penerbangan lain dengan jadwal yang lain dan apabila penumpang tidak mendapatkan jadwal penerbangan dari pihak angkutan udara lain maka penumpang wajib diberikan jadwal dengan pengangkutan udara di lain hari dengan akomodasi penerbangan.

b. Bilamana penerbangan yang dibatalkan yang diadakan oleh pihak pengangkut sesuai yang tertera dalam huruf bb dan c yang juga yang tertera pembatalan dalam huruf d, konsumen tidak ingin diterbangkan maka perusahaan penerbangan wajib memberikan Kembali uangnya konsumen kepada konsumen yang sudah dibayarkan kepada perusahaan penerbangan.

The transitional provisions of the Minister of Transportation Regulation No. 77 of 2011 do not indicate the inapplicability of Minister of Transportation Regulation No. 25 of 2008; thus, both regulations remain in effect. From the conditions mentioned above, it can be concluded that passengers must be provided with an alternative flight (a new ticket) and are entitled to more than just food and beverages or refunds for the amounts they have paid to the transportation company. According to the Consumer Protection Law, the airline is obliged to fulfill its responsibilities, which include delivering passengers without any defects in the delivery process.

Furthermore, the Consumer Protection Law does not comprehensively regulate which goods are liable under the law or the extent of the liability of business actors concerning these goods based on legal relations. The enforcement of product liability stems from the fact that, in conventional consumer protection applications, liability for a product is based on both tort law and contractual obligations.

Based on Law No.1 of 2009 concerning aviation, regarding the protection of consumers of air transportation services, more precisely aircraft, in other words this regulation is limited only to consumers, but it is not an easy thing because the elements of this law are the rights of consumers of transportation services and the entire contents of this law are the legal basis for enforcing consumer protection laws that are systematically arranged.

This law regulates the liability of carriers concerning consumers who suffer losses resulting from flights operated by the carriers, as well as regarding the ownership of international objects related to aircraft that bear registration marks from the State of Indonesia. Furthermore, in the context of national legal development and to enhance legal certainty, this law guarantees consumer protection without diminishing the profits of transportation service providers. It also allows for the development of certain activities at airports that are not directly related to flight safety (Sunaryo, 2021).

In the regulatory system, the legal protection of air transportation service users prioritizes the interests of these users, as they are essential for the viability of air transportation. Without consumers, there would be no justification for investing in air transportation facilities and infrastructure on a large scale. Consumer interest in air transportation providers increases when there is intra-industry competition, allowing consumers to choose between various air transportation companies that offer comparable quality in both equipment and services (Titawati, Loilwen, & Ardika, 2021).

The author will provide a case example related to aircraft transportation, highlighting the frequent issue of delays in this country. These delays often arise from discrepancies between the schedule provided by the carrier and the actual time of arrival at the airport. This observation is supported by interviews with Mr. Andreano Adi Wicaksono, a Customer Service representative.

Citilink regarding the form of protection provided by the airline PT Citilink in protecting consumers regarding ineffective flight schedules.

“For flight schedules that are not effective due to delays, for this problem we provide a form of allowance for 1 hour to 2 hours, which is given by the airline such as snacks and drinks exceeding 2 hours to 3 hours ahead are given heavy meals and above 6 hours it is given a form of vouchers worth Rp. 300,000 given to passengers to buy tickets again. The majority of delays now often occur within 1 hour to 3 hours. And also now rarely issue vouchers worth Rp. 300,000 and until now there is rarely a delay of more than 2 hours to 6 hours. Then for the exchange of vouchers, it can be exchanged at the Citilink office near each airport or Citilink headquarters, which is important to Citilink.”

Below is the opinion of Mr. Andreano Wicaksono when there is an airline complaint about services or others to Citilink airlines.

“If there is a complaint, we have to accept whatever it is, because as a public service, especially working in the service department, automatically like it or not, we have to accept complaints, for example when there is a delay or change of flight schedule the next day and there are passengers who are pleased and some are not pleased and they are then directed to come to customer service and we as much as possible find the best solution how for both parties passengers to be pleased and satisfied. Then the solution we usually provide is that we find or replace it with another airline. For changes in operating hours, the schedule can be replaced.”

Furthermore, namely about how Citilink airline officers care about passengers who are affected by sudden schedule cancellations, namely for us from the Citilink airline, the concern for canceling passenger schedules is very caring and we before the D-1 departure we have informed via sms or whatsapp and have also listed then for passengers who have not received information, it is advisable to come to the customer service section directly.

Consumer Protection is a problem that is complicated even in the eyes of the global which also continues to develop along with global competition, protection is increasingly needed where global aviation competition even puts passengers in a weak bargaining position. Legal Protection for a Consumer is a Legal Protection given to Consumers from the state, Legal Protection also means that the protection given to legal subjects is compelling and preventive and it can be written or unwritten in order to enforce the law itself to be able to implement Consumer Protection Law. According to the Aviation Law and PM 77 of 2011, legal protection can be proven by the existence of evidence of an agreement between the carrier and the Consumer is the existence of an airplane ticket purchased by the Consumer this evidence is very important because this ticket can be evidence that the carrier is obliged to compensate if there is a violation that occurs late.

To protect aggrieved passengers, the Aviation Law and PM 77 of 2011 stipulate that passengers have the right to file a claim if the airline fails to provide compensation for delays. However, it remains unclear what specific sanctions will be imposed on airlines in the event of such delays. The carrier's duty stems from a contractual obligation to transport passengers and deliver cargo safely to its destination. Thus, the carrier's responsibilities extend beyond merely providing transportation; they must also ensure successful outcomes.

Today, airlines are often capitalized in the billions and supported by extensive transportation insurance systems, which manage various risks more efficiently than individual users can. Additionally, the aviation industry employs modern technology, resulting in a significantly improved level of aviation safety compared to existing regulations. The societal value system surrounding aviation safety and standards has evolved, reflecting natural developments within society. This evolution necessitates ongoing revisions to the standards and agreements that govern the industry.

With this it can be ensured that if a passenger is harmed as a result of the transportation party, the consumer can request compensation from the transportation party, and from this regulation also mandates that the state must guarantee all the rights of its citizens including the right to get good transportation and get compensation if harmed (Mahardika, 2022).

There are several systems aimed at liability to be charged to the Passenger, namely:

a. Warsaw System or Hague Protocol

From this system explains that if the passenger wants to be reimbursed by the carrier then the consumer is only required to show that the loss exists because of this flight process, this system also allows the carrier to be free from liability if the carrier can prove that the carrier has tried to do everything possible to prevent the passenger's loss from occurring and also if the carrier can prove that the carrier is not at fault but the fault lies with the consumer.

b. Guatemala System

Based on this system, passengers will benefit more than the carrier because the carrier's compensation for losses will be increased (Pohajow, 2016).

Based on this research the author concludes that the losses often experienced by passengers include delays, loss of goods, and also accidents that result in serious injuries or death.

The aspects of the study of this system are:

1. Safety Aspects

The main purpose of aviation where the party of the flight claim is to deliver passengers safely, from this it can be concluded that the flight company must avoid things that can make things like accidents happen.

2. Security Aspect

This aspect provides an explanation that this aspect is an aspect that can be the main aspect in terms of issuance that is felt by passengers in addition to accidents on airplane crawling, security here means safe from all kinds of disturbances whether it is operationally or from outside attacks such as taxation.

CONCLUSION

Law No. 8 of 1999 provides legal clarity regarding the delay and damage of consumer goods rented through expedition services, with the Swaday Consumer Protection Agency responsible for applying the rules and providing protection to consumers. The existence of Article 28 of Postal Law No. 38 of 2009 confirms the right of consumers to compensation for lost, damaged or delayed goods. In the context of air transportation, Law No. 1 of 2009 regulates flight cancellations and the right to compensation for consumers, including flight transfers or refunds if cancellations occur less than 7 days before departure. Airline companies have an obligation to provide alternative solutions to consumers in accordance with applicable regulations, ensuring that consumers obtain their rights with transparency and fairness.

Regarding the rules clearly outlined in the law, all parties involved essentially every individual should understand their respective responsibilities. It is also evident in religious teachings that humans are required to embody trustworthy qualities. Thus, responsibility arises not only from the applicable law but also from the religious beliefs adhered to by individuals. Consequently, all parties should abide by these legal frameworks and their respective religious principles. To ensure the highest quality of products and services, it is essential to adhere to these responsibilities and standards.

Regarding passenger delays, carriers should remind passengers that flights are scheduled for specific times as stipulated in the agreement. If they fail to provide such reminders, they may be at fault. However, if the carrier has made reasonable efforts to remind passengers and they do not respond, the carrier cannot be held responsible for any ensuing issues. The regulations clearly outline the procedures for notifying passengers of delays in advance. My suggestion is that both parties must be accountable and disciplined in fulfilling their responsibilities. Careful attention to these duties is essential to foster a harmonious relationship and to minimize issues such as delays in the future.

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