

# Consumer Legal Protection against Airline Ticket Cancellations by Air Asia Indonesia Airlines

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## ABSTRAK

Transportasi udara merupakan salah satu moda alternatif bagi setiap orang yang ingin bergerak secara cepat untuk mengimbangi kehidupan yang bergerak dengan cepat juga. Setiap penumpang sudah pasti membutuhkan jasa penerbangan yang secara langsung memberikan keuntungan bagi sebuah perusahaan angkutan udara dalam menjalankan roda operasional perusahaannya. Bagi setiap perusahaan transportasi udara, hak-hak setiap penumpang yang menggunakan jasa penerbangan tersebut harus diperhatikan dan dilindungi. Perlindungan hukum terhadap hak-hak konsumen atas pembatalan tiket oleh penyedia jasa maskapai penerbangan telah diatur dalam Undang-Undang Perlindungan Konsumen dan undang-undang lainnya. Pengaturan tersebut guna menciptakan kepastian hukum dalam hubungan konsumen dan pelaku usaha atas sengketa hak dan kewajiban antara kedua belah pihak. Keseimbangan perlindungan hukum terhadap pelaku usaha dan konsumen tidak terlepas dari adanya pengaturan tentang hubungan-hubungan hukum yang terjadi di antara para pihak. Dalam kasus pembatalan tiket pesawat secara sepihak yang dilakukan oleh pelaku usaha penerbangan udara yang terbukti adanya pelanggaran hak konsumen, maka dapat dilakukan gugatan kepada pelaku usaha tersebut berdasarkan Wanprestasi.

**Kata kunci : perlindungan konsumen, pembatalan tiket pesawat, wanprestasi.**

## ABSTRACT

*Air transportation is an alternative mode for everyone who wants to move quickly to keep up with the fast-paced life. Every passenger definitely needs flight services that directly provide benefits for air transportation companies in running the company's operations. For every air transportation company, the rights of every passenger using flight services must be considered and protected. Legal protection of consumer rights for ticket cancellations by flight service providers has been regulated in the Consumer Protection Act and other laws and regulations. This arrangement is intended to create legal certainty in the relationship between consumers and business actors over disputes over rights and obligations between the two parties. The balance of legal protection for business actors and consumers cannot be separated from the regulation of legal relations that occur between the parties. In order to obtain all rights from consumers and obligations of business actors to consumers in connection with their buying and selling, consumers who get protection according to Law Number 8 of 1999 concerning Consumer Protection are only final consumers. In the event of a unilateral cancellation of an airplane ticket by an airline business actor who is proven to have violated consumer rights, a lawsuit can be filed against the business actor based on Default.*

**Keywords : Consumer Protection. Cancellation Tichet, Defoult**

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## A. Research Background

Air transportation is an alternative for everyone who wants to move quickly to keep up with a fast-paced life as well. Along with the increasing transportation needs, every commercial flight always needs passengers. Every passenger definitely needs flight services that directly provide benefits for an air transportation company in running the company's operational wheels.

For every air transportation company, the rights of every passenger who uses these flight services must be considered and protected, even if later an accident occurs which may cause injuries, permanent disability, death, loss or damage to baggage, delays. arrival and until the ticket cancellation occurs due to certain reasons. Based on the theory of justice which reflects the principle of justice, which is included in two principles, namely (the equal principle) everyone has the same rights to the greatest possible basic freedom which is equal to freedom for others and (the different principle) social and economic inequalities must be regulated in such a way. such that the inequality.<sup>1</sup>

From several incidents that have been covered by the media in recent years, there have been many unilateral cancellations of airline tickets by airlines. This also happened at Air Asia Indonesia. As happened to a prospective passenger named Rizky, he complained about the treatment of Air Asia in detik.com Readers' Voice. According to Rizky, Air Asia canceled and changed the schedule unilaterally without his approval. Because they don't want to change and ask for a refund, the airline only returns half of it.<sup>2</sup> Pangi Syarwi Chaniago, a political analyst as well as the Executive Director of the Voxpol Center for Research and Consulting, was also reported on in the Tribunnews.com media. He complained about the disappointing incident of Air Asia's treatment of canceling Air Asia's airline tickets unilaterally, even to the point where passengers were stranded at the airport. According to Pangi, in contrast to the experience of boarding Lion Air, which canceled unilaterally but was replaced with another plane without having to increase

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<sup>1</sup> Made Udiana, *Kedudukan dan Kewenangan Pengadilan Hubungan Industrial*, (Denpasar: Udayana University Press, 2016), hlm. 2.

<sup>2</sup> Rizky, ""Air Asia Ubah Jadwal Sepihak, Refund Tak Sesuai", <https://news.detik.com/suara-pembaca/d-5006836/air-asia-ubah-jadwal-sepihak-refund-tak-sesuai>, diakses Tanggal 15 Desember 2021.

the cost, Air Asia offered another flight but had to add a fee that was twice the price of Air Asia's ticket, this is what disappointed the customers. passenger.<sup>3</sup>

This unpleasant incident was also experienced by passengers heading for Yogyakarta-Jakarta, which was canceled unilaterally at the end of March 2020. Reporting from Media Suara.com, passengers complained about the length of the refund process, which should have been done within 30 days, which actually took up to 5 months. . The refund process is not in the form of money, but is included in the Air Asia credit account, so it cannot be cashed out.<sup>4</sup> The same incident was also experienced by Randy Kurniawan in May 2021. As reported in the media Kompas.com, Randy complained about the incident of unilaterally canceling flight tickets by Air Asia and being changed on another day unilaterally as well. Because there is no clarity regarding the refund process, Randy Kurniawan through his attorney, Dr. David Tobing, Chairman of the Indonesian Consumer Community, sued PT Indonesia Air Asia to the Tangerang District Court with Case Number 585/Pdt.G/2021/PN Tng.<sup>5</sup> According to David, this is unacceptable because the actions taken by Air Asia which unilaterally canceled tickets and did not refund flight tickets were not the first time they had done it. So the actions carried out by Air Asia have fulfilled the unlawful act, Article 1365 of the Civil Code. Therefore, the plaintiff demanded material and immaterial compensation of Rp. 282 million more and asked Air Asia to change the rules in accordance with applicable regulations.<sup>6</sup>

## **B. Focus of Problems**

Based from the events above, the paper takes the formulation of the problem as follows::

1. How is consumer legal protection against cancellation of airline tickets unilaterally by PT. Indonesia AirAsia Tbk., based on the Consumer Law
2. What is the legal responsibility of PT. AirAsia Indonesia Tbk., against the unilateral cancellation of consumer tickets based on the Consumer Law and Aviation Law.

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<sup>3</sup> Sri Juliati, "Gagal Terbang karena AirAsia Batalkan Penerbangan Sepihak dan Tanpa Kejelasan, Pangi: AirAsia Arogan", <https://www.tribunnews.com/bisnis/2020/01/22/gagal-terbang-karena-airasia-batalkan-penerbangan-sepihak-dan-tanpa-kejelasan-pangi-airasia-arogan?page=4>, diakses Tanggal 15 Desember 2021.

<sup>4</sup> Reza Gunadha, Air Asia Dikecam Calon Penumpang: Penerbangan Dibatalkan, Uang Melayang", <https://www.suara.com/bisnis/2020/09/07/220823/air-asia-dikecam-calon-penumpang-penerbangan-dibatalkan-uang-melayang?page=all>, diakses Tanggal 15 Desember 2021.

<sup>5</sup> Hasya Nindita, "Air Asia Digugat karena Tidak Mengembalikan Uang Tiket Pesawat Penumpang", <https://www.kompas.tv/article/175814/air-asia-digugat-karena-tidak-mengembalikan-uang-tiket-pesawat-penumpang>, diakses Tanggal 15 Desember 2021.

<sup>6</sup> "Ketua KKI David Tobing : Air Asia Digugat Rp.282 Juta Lebih", <https://hariandialog.co.id/2021/05/21/ketua-kki-david-tobing-air-asia-digugat-rp-282-juta-lebih/>, diakses Tanggal 15 Desember 2021.

## C. Research Methodology

### 1. Research Type

This type of research is juridical-normative research, namely research that examines the norms prevailing in society. Normative research is also called doctrinal research. Doctrinal research is research that evaluates laws and regulations, explains problems in these regulations, and predicts the effectiveness of these regulations in the future..<sup>7</sup>

The analysis that the author does also includes an analysis of legal theories and doctrines by obtaining the data through the process of reviewing library materials as well as laws and regulations which are usually referred to as secondary data..<sup>8</sup>

#### 1. Types of Research Data

The nature of the research used is descriptive which is intended to describe and provide detailed data about existing phenomena. While the data used are secondary data and primary data, which are obtained through literature studies in order to obtain a theoretical basis obtained through reading, taking notes, citing data from literature books related to research problems..<sup>9</sup>

The data consists of:

##### a. Primary legal materials, in the form of statutory regulations:

- 1) Civil Code
- 2) Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection.
- 3) Law of the Republic of Indonesia Number 1 of 2009 concerning Aviation.
- 4) Regulation of the Minister of Transportation Number 77 of 2011 concerning Responsibilities of Air Transport Carriers.

b. Secondary legal materials, namely legal materials that provide an explanation of primary legal materials such as, for example,

1. research results
2. books,
3. scientific journals,

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<sup>7</sup> Soerjono Soekanto, *Pengantar Penelitian Hukum*, (Jakarta: UI-Press, Cet. III, 1986), hlm. 52.

<sup>8</sup> *Ibid*, hlm. 52.

<sup>9</sup> Soerjono Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif*, (Jakarta: Rajawali Press, 2015), hlm. 10.

4. articles and papers related to the research material.

## **D. Finding & Discussion**

### **1. Consumer Legal Protection Against Cancellation of Airline Tickets Unilaterally**

Legal protection of consumer rights for ticket cancellations by airline service providers Air Asia as described in the background can be seen from several legal aspects, namely both in terms of civil law and administrative law. The mechanism for consumer legal protection instruments in Indonesia has been regulated in the Consumer Protection Act. This arrangement is to create legal certainty in the relationship between consumers and business actors over disputes over rights and obligations between the two parties.

The definition of a consumer according to AZ Nasution is anyone who legally obtains and uses goods and or services for all certain uses. Meanwhile, Hondius concludes that consumers are users or users of the final production of goods and services.<sup>10</sup> As for what is meant by the end consumer according to Law Number 8 of 1999 concerning Consumer Protection Article 1 paragraph (2), is every person who uses goods and/or services available in the community, both for the benefit of themselves, their families, other people and sentient beings. other living beings who directly consume the goods and/or services obtained and not for commercial purposes.

Article 1 paragraph (1) of the Consumer Protection Act states that consumer protection is all efforts that ensure legal certainty to provide protection to consumers. The need for a Consumer Protection Law is none other than the weak position of consumers when compared to the position of producers. The process until the results of the production of goods or services is carried out without the slightest consumer intervention. Therefore, with the consumer's weak position, he must be protected by law. The consumer protection law aims directly at increasing the dignity and awareness of consumers, which indirectly will encourage producers to do business with full responsibility..<sup>11</sup>

The balance of legal protection for business actors and consumers cannot be separated from the arrangement of legal relationships that occur between the parties. In order that all rights from consumers can be obtained and the obligations of business actors

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<sup>10</sup> Shidarta, *Hukum Perlindungan Konsumen Indonesia*, (Jakarta: Grasindo, 2000), hlm. 3.

<sup>11</sup> Janus Sidabalok, *Hukum Perlindungan Konsumen di Indonesi*, (Bandung: PT Citra Aditya Bakti, 2006), hlm.

to consumers in relation to the buying and selling they carry out, the consumers who get protection according to Law Number 8 of 1999 concerning Consumer Protection are only the final consumers. In this case, the consumers are the buyers of tickets sold by Air Asia, namely Pangi Syarwi Chaniago and other consumers, they are the ones who are entitled to legal protection under the Consumer Protection Act.

According to Philipus M. Hadjon, legal protection is divided into two, namely preventive legal protection and repressive legal protection. Preventive legal protection is legal protection that is given before the occurrence of an event or condition that is detrimental or undesirable so that preventive legal protection aims to prevent a dispute from occurring.<sup>12</sup> Meanwhile, what is meant by repressive legal protection is legal protection that is given after the occurrence of an event or condition that is detrimental or unwanted. Repressive legal protection aims to resolve a dispute that has occurred.<sup>13</sup>

This preventive legal protection is regulated in the Consumer Protection Act and is set forth in the form of granting rights and obligations to consumers as stated in Article 4 of Law no. 8 of 1999 concerning Consumer Protection.

These consumer rights include:

- a. The right to comfort, security and safety in consuming goods and/or services;
- b. The right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and the promised conditions and guarantees;
- c. The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services;
- d. The right to have their opinions and complaints heard on the goods and/or services they use;
- e. The right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
- f. The right to receive consumer guidance and education;
- g. The right to be treated or served correctly and honestly and not discriminatory;

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<sup>12</sup> Philipus M. Hadjon, *Perlindungan Hukum bagi Rakyat Indonesia*, (Surabaya: PT Bina Ilmu, 1987), hlm. 25.

<sup>13</sup> *Ibid.*, hlm. 29

h. Right to compensation; compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or not properly; Rights regulated in the provisions of other laws and regulations.

Meanwhile, repressive legal protection is regulated in Article 60 of the Consumer Protection Act, namely in the form of determining compensation for a maximum of Rp. 200,000,000.- (two hundred million rupiah) and may be subject to criminal sanctions as regulated in Article 62 of the Consumer Protection Law, namely in the form of imprisonment for a maximum of 5 (five) years or a fine of a maximum of Rp. 2,000,000,000.- (two billion rupiah), as well as additional criminal sanctions as stipulated in Article 63 of the Consumer Protection Act, in the form of confiscation of certain goods; Announcement of judge's decision; Payment of compensation; Orders to stop certain activities that cause consumer losses; Obligation to withdraw goods from circulation; or Revocation of business license, if the business actor is proven to have violated consumer rights.

In the case of unilateral cancellation of airline tickets by Air Asia, it was proven that there was a violation of consumer rights, because passengers did not get their rights as consumers for the plane tickets they had purchased from Air Asia..<sup>14</sup> From the several cases above, Air Asia unilaterally has taken actions that harm consumers by canceling and changing the schedule unilaterally or only being replaced by half, even in the incident that happened to Randy Kurniawan, Air Asia did not return the flight ticket money. The agreement made valid by the parties is binding on those who carry it out like a law. The engagement relationship that has occurred then becomes the obligation of both parties to fulfill the agreed achievements. The form of the engagement or agreement between the airline as the carrier and the passenger is manifested in the form of the purchase of an airplane ticket. Based on the Law

Article 1313 of the Civil Code states "an agreement is an act by which one or more people bind themselves to one or more other people". Furthermore, it is also emphasized in Article 1338 paragraph (1) of the Civil Code which states "All agreements made legally shall apply as law for those who make them". This principle is commonly known as the

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<sup>14</sup> Pelanggaran terhadap Pasal 4 Huruf (c), Pasal 7 Huruf (b), dan Pasal 9 ayat (1) huruf e Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

Pacta Sunt Servanda principle where the parties who make the agreement must submit and obey the agreement like a law for them. While the legal basis for other transportation agreements is Article 1338 of the Civil Code concerning the Principle of Freedom of Contract, namely "that everyone is free to enter into any kind of agreement, whether the agreement has been regulated in law or not yet regulated in law. However, this principle is legally bound by the agreement in Article 1320 of the Civil Code, namely:

- a. agreement of the parties;
- b. Skills in action;
- c. A certain thing;
- d. For lawful reasons;

In the perspective of consumer protection, based on the Priority of Contract Theory, this doctrine states that business actors have an obligation to protect consumers, but this can only be done if there is a contractual relationship between them. Business actors cannot be blamed beyond what was agreed upon. Thus consumers can sue based on default. This contractual relationship then creates an achievement that must be fulfilled by the parties. What is meant by default according to J. Satrio is a condition where the debtor does not fulfill his promise or does not fulfill it properly and all of them can be blamed on him..<sup>15</sup> Default itself is divided into several parts, namely::

- a. Not doing what was promised;
- b. Carry out what was promised but not as promised;
- c. Carry out what was promised but not on time (too late); and
- d. Doing something that according to the agreement should not be done.

Thus, consumers, in this case Air Asia passengers, can sue business actors based on Default, because Air Asia Airlines does not carry out its achievements as business actors in buying and selling airplane tickets. Apart from the sale-purchase contract which is the basis for the protection of Air Asia's consumers, from the perspective of the Consumer Protection Law in the case of unilateral cancellation of the airplane ticket sale and purchase contract agreed by Air Asia, there are several violations committed by Air Asia relating to consumer rights, Air Asia's obligations as a business actor, and prohibited acts which are

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<sup>15</sup> J. Satrio, *Hukum Perikatan: Perikatan Yang Lahir dari Perjanjian*, (Bandung: PT Citra Aditya Bakti, 2001), hlm. 122.



regulated in the Consumer Protection Act. Air Asia only offers these consumer actors to find a replacement flight ticket themselves, wherein the customer can then get a replacement by attaching a memorandum of purchase to Air Asia. This is considered inefficient and takes quite a lot of time for passengers who want to go on business as soon as possible to their respective destinations by the passengers, so that these consumers are neglected due to the cancellation of the flight departure of the aircraft that has been purchased.

By the cancellation of the flight, it has provided incorrect information without a clear reason regarding the availability of airlines that can carry passengers at the time concerned. This is an action that is not allowed by business actors in the applicable laws and regulations, as regulated in the Consumer Protection Law Article 9 paragraph (1) letter e, Article 4 letter (c) , and Article 7 letter (b) . ). Article 4 letter c of the UUPK reads "Consumers have the right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services". From this article, it can be concluded that passengers, as consumers, have the right to information that is in accordance with the actual, clear and real situation regarding every detail of the information and does not lie or cheat especially regarding the availability of airline tickets from Air Asia. The right to correct and clear information is very important because it is intended so that consumers can avoid the result of intentional mistakes on the part of Air Asia whose reasons for flight cancellations are not clear for passengers who are just abandoned.

## **2. Business Actors' Legal Responsibilities for Unilateral Airline Ticket Cancellation**

The definition of business actor according to Law Number 8 of 1999 concerning Consumer Protection Article 1 paragraph (3) is "Business actor is every individual or business entity, whether in the form of a legal entity or not a legal entity established and domiciled or carrying out activities within the territory of the Republic of Indonesia. the law of the Republic of Indonesia, either individually or jointly through an agreement to carry out business activities in the form of the economic sector. Elucidation of Article 1 paragraph (3) business actors included in this definition are companies, corporations, BUMN, importers, traders, distributors and others. Based on the directive, the definition of producer includes:

- a. The party that produces the final product in the form of manufactured goods. They are responsible for all losses arising from the goods they circulate to the public, including if the losses arise due to defects in the goods which are components in the production process.
  - b. Producers of raw materials or components of a product.
  - c. Anyone, by needing a name, brand, or other signs on a product appears as a producer of an item.<sup>16</sup>
- a. Based on the understanding of the business actor above, then the commercial air transportation business entity with the provisions in Article 140 paragraph (1-3) of Law Number 1 of 2009 concerning Aviation has obligations that must be fulfilled as a flight service provider due to the cancellation of the departure of abandoned passengers. by Air Asia at the time of departure for takeoff of the aircraft. The obligations that must be fulfilled by air transportation business entities are as follows: article 140 paragraph (1) states: "air transportation business entities are obliged to transport people and or cargo, and post after the agreement of transportation agreement is agreed" Article 140 paragraph (2) states: " Air transportation business entities are obligated to provide appropriate services to every user of air transportation services in accordance with the agreed transportation agreement" Article 140 paragraph (3) states: "the transportation agreement as referred to in paragraph 1 is proven by passenger tickets and transportation documents". The obligations of business actors in general are also stated in Article 7 of Law no. 8 of 1999 concerning Consumer Protection.
  - b. Article 1 paragraph (22) of Law Number 1 of 2009 concerning aviation states the meaning of the responsibility of the air carrier, namely "The responsibility of the carrier is the obligation of the air transportation company to compensate for the losses suffered by passengers and/or shippers and third parties".
  - c. The carrier's responsibility when canceling a flight is regulated in several regulations that apply in Indonesia, namely:

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<sup>16</sup> Agus Brotosusilo, *Lika-liku Perjalanan UUPK dalam perbuatan yang dilarang Bagi Pelaku Usaha*, (Jakarta: YKLI-USAID, 1998), hlm. 46.

- a. In article 19 paragraph (1) of the Consumer Protection Law, namely "Business actors are responsible for providing compensation for damage, pollution and or loss due to consuming goods and or services produced or traded."<sup>17</sup>
- b. Article 146 of Law Number 1 of 2009 concerning Aviation states that "the carrier is responsible for losses suffered due to delays in the transportation of passengers, baggage or cargo, unless the carrier can prove that the delay was caused by weather and operational technical factors".
- c. The Regulation of the Minister of Transportation Number 77 of 2011 concerning the Responsibilities of Air Transport Carriers includes flight cancellations as one of the delays. There are three types of delays according to article 9 PM 77, "Air transportation delays as referred to in article (2) letter (e) consist of: Tidak terangkutnya penumpang dengan alasan kapasitas pesawat udara (*denied boarding passanger*); dan
  - 1) *cancelation of flight*

The forms of responsibility of business actors towards consumers are contained in Article 19 of Law Number 8 of 1999 concerning Consumer Protection, namely:

- a. Business actors are responsible for providing compensation for damage, pollution, and or consumer losses due to consuming goods and or services produced or traded.
- b. The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and or services of a similar or equivalent value, or health care and or the provision of compensation in accordance with the provisions of the applicable laws and regulations.
- c. The compensation is given within a grace period of 7 (seven) days after the date of the transaction.
- d. The provision of compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error.
- e. The provision of compensation as referred to in paragraph (1) and paragraph (2) does not apply if the business actor can prove that the error is the fault of the consumer.<sup>18</sup>

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<sup>17</sup> Bab VI Pasal, 19 ayat 1, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

<sup>18</sup> Bab VI, Pasal 19 ayat 1-5 Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

Taking into account the substance of Article 19 paragraph (1), it can be seen that the responsibilities of business actors include:

- a. Liability for damages for damages
- b. Liability for compensation or pollution and
- c. Liability for compensation for consumer losses.<sup>19</sup>

In cases of violation of consumer rights, caution is required in analyzing who should be responsible and how much can be charged to the related parties..<sup>20</sup>

The legal arrangement regarding ticket cancellation by the airline due to certain reasons is regulated in Article 10 of the Regulation of the Minister of Transportation Number 185 of 2015 concerning Standards for Economy Class Passenger Service for Domestic Scheduled Commercial Air Transport which states that business actors are required to return ticket fees in the event of cancellation and refund within 30 minutes. day<sup>21</sup>. However, this provision has not explicitly regulated the provisions regarding the causes of flight cancellation from the airline, this will certainly be detrimental to the passenger for canceling the ticket. With this arbitrary action, the legal implications for airlines that do not want to refund prospective passengers due to ticket cancellations can be subject to legal sanctions in the form of administrative sanctions, administrative sanctions given to airlines in the form of permit suspension or even revocation of air operating permits.

Basically, the efforts to settle disputes between consumers and business actors to protect the rights of consumers according to the Consumer Protection Act are as follows:

- a. Every consumer who is harmed can sue business actors through institutions tasked with resolving disputes between consumers and business actors or through courts within the general court environment.
- b. Settlement of consumer disputes can be reached through court or out of court based on the voluntary choice of the disputing parties.
- c. Settlement of disputes out of court does not eliminate criminal responsibility as regulated by law.

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<sup>19</sup> Ahmad Miru & Sutaman Yodo, *Hukum Perlindungan Konsumen*, (Jakarta: Rajawali Pers, 2010), hlm. 40.

<sup>20</sup> Celina Tri Siwi Kristiyanti, *Hukum Perlindungan Konsumen*, (Jakarta: Sinar Grafika, 2011), hlm. 92.

<sup>21</sup> Bab III, Pasal 10 ayat 1-5 Peraturan Menteri Perhubungan Nomor 185 tahun 2015 tentang Standar Pelayanan Penumpang Kelas Ekonomi Angkutan Udara Niaga Berjadwal Dalam Negeri.

If a consumer dispute resolution effort has been chosen outside the court, a lawsuit through the court can only be taken if the effort is declared unsuccessful by one of the parties or by the disputing parties. A lawsuit against a business actor can be filed individually if the interests that are harmed are individuals or a lawsuit against a group representative if the interests that are harmed are a large number of people.

- a. Contentiosa Lawsuit A contentiosa lawsuit is a civil lawsuit that contains a dispute between the litigants whose settlement examination is given and submitted to the court..<sup>22</sup>
- a. *Class action* or a class representative lawsuit A class representative lawsuit is a procedure for filing a lawsuit, in which one or more people representing a group file a lawsuit for themselves or themselves and at the same time represent a large group of people, who have the same facts or legal basis between group representatives and members of the said group.<sup>23</sup>

In consumer disputes like this, the dispute resolution regulated in the Consumer Protection Act is divided into two, namely settlement outside the institution or general court and settlement through an institution or general court. If consumers want to file a lawsuit in a district court, they can use the provisions in Article 1365 of the Civil Code which states: "Every unlawful act that causes harm to another person obliges the person because of his mistake in publishing this loss to compensate for the loss".

## E. Conclusion

Legal protection for consumers aims to directly increase the dignity and awareness of consumers, which indirectly this law will also encourage producers to do business with full responsibility. The consumer legal protection mechanism in Indonesia has been regulated in the Consumer Protection Act which states that consumer protection is all efforts that ensure legal certainty to provide protection to consumers. This arrangement is intended to create legal certainty in the relationship between consumers and business actors over disputes over rights and obligations between the two parties. The need for a Consumer Protection Law is none other than the weak position of consumers when compared to the position of business actors.

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<sup>22</sup> M. Yahya Harahap, *Hukum Acara Perdata tentang Gugatan, Persidangan, Penyitaan, Pembuktian dan Putusan Pengadilan*, (Jakarta: Sinar Grafika, 2007), hlm. 47.

<sup>23</sup> Putusan Mahkamah Agung Republik Indonesia Nomor 1 tahun 2002 Acara Gugatan Perwakilan Kelompok.

The balance of legal protection for business actors and consumers cannot be separated from the arrangement of legal relationships that occur between the parties. So that all the rights of consumers can be obtained and the fulfillment of obligations of business actors to consumers in relation to the buying and selling for what they do.

#### **F. Recommendation**

- a. The government should explicitly regulate restrictions on airlines to cancel tickets, so that no airline cancels passenger tickets arbitrarily without any clear reason and, the Government in this case the Ministry of Transportation must firmly apply administrative sanctions to airlines that does not want to refund the prospective passenger's money for canceling the ticket.
- b. It is also hoped that the airline will be fully responsible if there is a cancellation of an airplane ticket due to damage to facilities, weather factors or other things, so that the supply of aviation goods and services needs to provide other aircraft so that consumers are not neglected and their rights are fulfilled.
- c. There should be strict rules from the Ministry of Transportation in the form of legal sanctions in accordance with statutory regulations to air transportation business actors so as to minimize violations committed by air transportation business actors.
- d. It is necessary to form a special institution that has the authority to control and supervise air transportation business operators who do not carry out sanctions and compensation in case of unilateral ticket cancellation by the air transportation business entity, so there is no need to take legal action through a lawsuit to the Court.

#### **References / Bibliography :**

Agus Brotosusilo, *Lika-liku Perjalanan UUPK dalam perbuatan yang dilarang Bagi Pelaku Usaha*, Jakarta: YKLI-USAID, 1998.

Efendi, Jonaedi dan Johnny Ibrahim, *Metode Penelitian Hukum Normatif dan Empiris*. Jakarta: Prenadamedia Group, 2016.

Hadjon, Philipus M., *Perlindungan Hukum bagi Rakyat Indonesia*, Surabaya: PT Bina Ilmu, 1987.

Harahap, M. Yahya, *Hukum Acara Perdata tentang Gugatan, Persidangan, Penyitaan, Pembuktian dan Putusan Pengadilan*, Jakarta: Sinar Grafika, 2007.

Kristiyanti, Celina Tri Siwi, *Hukum Perlindungan Konsumen*, Jakarta: Sinar Grafika, 2011.

Miru, Ahmad & Sutaman Yodo, *Hukum Perlindungan Konsumen*, Jakarta: Rajawali Pers, 2010.

Muthiah, Aulia, *Hukum Perlindungan Konsumen; Dimensi Hukum Positif dan Ekonomi Syariah*, Jakarta: Pustaka Baru Press, 2018.

Satrio, J., *Hukum Perikatan: Perikatan Yang Lahir dari Perjanjian*, Bandung: PT Citra Aditya Bakti, 2001.

Shidarta, *Hukum Perlindungan Konsumen Indonesia*, Jakarta: Grasindo, 2000.

Sidabalok, Janus, *Hukum Perlindungan Konsumen di Indonesi*, Bandung: PT Citra Aditya Bakti, 2006.

Soekanto, Soerjono dan Sri Mamudji, *Penelitian Hukum Normatif*, Jakarta: Rajawali Press, 2015.

Soekanto, Soerjono, *Pengantar Penelitian Hukum*, Jakarta: UI-Press, Cet. III, 1986.

Subekti, *Hukum Perjanjian*, Jakarta: Intermasa, 1985.

Udiana, Made, *Kedudukan dan Kewenangan Pengadilan Hubungan Industrial*, Denpasar: Udayana University Press, 2016.

Widjaja, Gunawan, *Hukum tentang Perlindungan Konsumen*, Jakarta: Gramedia Pustaka Utama, 2003.

Yanto, Oksidelfa, dkk., *Pedoman Penulisan Skripsi*, Jakarta: Fakultas Hukum Universitas Pamulang, 2021.

Kitab Undang-Undang Hukum Perdata

Peraturan Menteri Perhubungan Nomor 77 tahun 2011 tentang Tanggung Jawab Pengangkut  
Angkutan Udara

Peraturan Menteri Perhubungan Nomor 185 tahun 2015 tentang Standar Pelayanan Penumpang  
Kelas Ekonomi Angkutan Udara Niaga Berjadwal Dalam Negeri

Putusan Mahkamah Agung Republik Indonesia Nomor 1 Tahun 2002 Acara Gugatan Perwakilan  
Kelompok.

Undang-Undang Republik Indonesia Nomor 1 Tahun 2009 tentang Penerbangan

Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 tentang Perlindungan Konsumen

"Ketua KKI David Tobing : Air Asia Digugat Rp.282 Juta Lebih",

<https://hariandialog.co.id/2021/05/21/ketua-kki-david-tobing-air-asia-digugat-rp-282-juta-lebih/>, diakses Tanggal 15 Desember 2021

Alfian, Ahmad, "Jadi Korban Pembatalan Penerbangan Secara Sepihak, Pangi: Air Asia Nggak Tanggung Jawab!" <https://nusantara.rmol.id/read/2020/01/22/418494/jadi-korban-pembatalan-penerbangan-secara-sepihak-pangi-air-asia-nggak-tanggung-jawab>, diakses pada Tanggal 20 Desember 2021.

Gunadha, Reza, "Air Asia Dikecam Calon Penumpang: Penerbangan Dibatalkan, Uang Melayang", <https://www.suara.com/bisnis/2020/09/07/220823/air-asia-dikecam-calon-penumpang-penerbangan-dibatalkan-uang-melayang?page=all>, diakses Tanggal 15 Desember 2021.

Juliati, Sri, "Gagal Terbang karena AirAsia Batalkan Penerbangan Sepihak dan Tanpa Kejelasan, Pangi: AirAsia Arogan", <https://www.tribunnews.com/bisnis/2020/01/22/gagal-terbang-karena-airasia-batalkan-penerbangan-sepihak-dan-tanpa-kejelasan-pangi-airasia-arogan?page=4>, diakses Tanggal 15 Desember 2021.

Nindita, Hasya "Air Asia Digugat karena Tidak Mengembalikan Uang Tiket Pesawat Penumpang", <https://www.kompas.tv/article/175814/air-asia-digugat-karena-tidak-mengembalikan-uang-tiket-pesawat-penumpang>, diakses Tanggal 15 Desember 2021.

Rizky, "Air Asia Ubah Jadwal Sepihak, Refund Tak Sesuai", <https://news.detik.com/suara-pembaca/d-5006836/air-asia-ubah-jadwal-sepihak-refund-tak-sesuai>. diakses Tanggal 15 Desember 2021.