

## JURIDIC CONSEQUENCES OF CANCELLATION OF FLIGHT DEPARTURE BY PT. GARUDA INDONESIA LINKED TO LAW NUMBER 1 YEAR 2009 CONCERNING JO. LAW NUMBER 8 OF 1999 CONCERNING CONSUMER PROTECTION

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### Keywords

Consumer Protection Flight  
Cancellation

People in the modern era today in their activities are required to have high mobility. Airplanes are an alternative to meet these needs, because they have a wide range and fast travel time. In the last 10 years, airline companies have mushroomed rapidly and provided positive implications for the community, but on the other hand, they have created competition by impacting on cheap tickets with less than excellent service. The company prioritizes profits without taking into account risks. Flight cancellation is one of the problems that often arise from airlines. This has legal consequences related to consumer protection. PT. Garuda Indonesia in 2015 has canceled flights. This needs to be studied with a descriptive analytical research method with a normative juridical approach and the data analyzed qualitatively. Research on the legal consequences of cancellation of flight departures by PT. Garuda Indonesia is linked with Law No. 1 of 2009 concerning Flight Jo. Law Number 8 of 1999 concerning Consumer Protection states that; the first which is often a factor in the cancellation of PT. Garuda Indonesia is the weather factor, human error factor and natural disaster factor; second, the responsibility of PT. Garuda Indonesia against departure cancellations is by returning airplane tickets for passengers who will not continue their journey, giving exchanges for other airline tickets with the same price and destination, delaying departure at another time with the facilitation of free lodging and meals that have been provided by PT. Garuda Indonesia; third, the effort that can be made by consumers due to flight cancellations is to claim compensation from PT. Garuda Indonesia by proving and showing tickets or air cargo letters.

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### 1. INTRODUCTION

The proliferation of airlines in the last 10 years, on the one hand, has positive implications for the public who use flight services, namely providing many choices for flight operators with a variety of services. The impact of the many choices on flight operators creates a competitive climate between one airline and another which in turn has an impact on issuing cheap tickets which are in great demand by the public enthusiastically.[1], [2]. Low ticket prices (low prices) have had a positive impact and a negative impact. The positive impact has given rise to competition. This competition on the other hand also has a negative impact on the quality of services, especially services for aircraft maintenance. Facts show that due to poor service quality, airplane accidents often occur[3][4].

The transportation sector itself has something to do with productivity. This is becauseThe impact of these transportation advances has an effect on increasing human mobility. The high level of mobility indicates positive productivity. The importance of productivity related to transportation, of course, cannot be separated from obstacles, such as delays and cancellations of schedules that have been previously agreed upon[5], [6]. Losses are risks that must be accepted by users of transportation services as a consequence of an event. Returning to the issue of passengers' rights as consumers, in this air transportation activity, passengers have the right to have their opinions and complaints heard about the services used. This issue is related to the problems that will be discussed, namely regarding the cancellation of flight schedules that occur due to various factors. These factors can be in the form of

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technical and non-technical factors, such as bad weather, heavy rain, storms, smog, lightning or visibility below the minimum standard that can interfere with flight safety. This is outside of the operational technical or in legal language is a state of coercion (overmacht), [7], [8].

The development of the number of airlines on the one hand is beneficial for air transportation service users (passengers and cargo owners) because there will be many choices, these companies compete to attract as many passengers as possible by offering lower fares or offering various bonuses. But on the other hand, the low fares often reduce the quality of service, what is even more worrying is that it will reduce the quality of aircraft maintenance, making it vulnerable to flight safety and will have an unfavorable impact on security, comfort and protection. consumer [9], [10].

In the transportation of airplane passengers, the legal relationship can be categorized as the relationship between consumers and business actors (Contractual), therefore the agreement between the consumer and PT. Garuda Indonesia starts when consumers buy airplane tickets. Furthermore, there is an obligation for both parties to fulfill the agreed achievements. One of the obligations of business actors is stated in Law Number 8 of 1999 concerning Consumer Protection Article 7 letter a, namely having good intentions in carrying out their business activities, meaning that airline companies must fulfill their obligations to passengers as a form of good faith, then passengers also fulfill their obligations as consumers. . Not infrequently in its implementation one or both parties, both the carrier and the passenger, make mistakes..

## **2. METHOD**

### **2.1 Research Specification**

The specifications of the research used are descriptive analytical, namely a study that aims to describe or describe the cancellation of flights by air transportation services of PT. Garuda Indonesia to consumers.

### **2.2 Approach Method**

The approach method used is a normative juridical approach, namely an approach method that uses secondary data sources, namely the regulation of Law Number 1 of 2009 concerning Aviation, legal theories, and the opinions of leading legal scholars, which are then analyzed and draw conclusions from the problems that will be used to test and review the secondary data, on the basis that this research is intended to examine the application of applicable legal norms, especially Law Number 8 of 1999 concerning Consumer Protection against flight cancellations by airlines.

### **2.3 Research Stage**

In this study the authors collected data as follows. Literature study is collecting data based on references from library books of various laws and regulations or literature related to research problems in order to obtain legal materials which are then selected according to the problems studied and then reviewed. Field studies that are supporting the above-mentioned library data, such as interviews and documentation with related parties.

### **2.4 Data collection technique**

The research technique has three types of data collection tools, namely the study of documents or library materials, observations or observations and interviews or interviews as a complement. This research is limited to using document study techniques or library materials, namely a data collection tool that is carried out through written data.

### **2.5 Data analysis**

Analysis of the selected data through secondary data that has been selected through a literature study as mentioned above, then compiled systematically so that a comprehensive picture is obtained regarding the legal principles, legal rules, and provisions relating to the Juridical Consequences of Flight Departure By PT Garuda Indonesia Connected By Law Number 1 of 2009 concerning Aviation jo. Law Number 8 of 1999. Furthermore, the research data obtained were analyzed qualitatively. The data obtained in the research will be studied logically and in depth. The results of the analysis will be presented descriptively.

## **3. Results and Discussion**

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### **3.1 Factors of Cancellation of Air Transport Passengers Departure Performed by PT. Garuda Indonesia.**

Factors that often hinder the cancellation of an airline departure are weather factors, natural disaster factors to human error factors, such as the results of the author's research above, that there are natural disaster factors such as the eruption of Mount Raung which endangers aircraft engines so that it is also dangerous for safety. passengers, these natural factors are also known as overmacht or force majeure factors or forced circumstances.

In addition to natural factors that forced flights to be cancelled, there are also other factors such as human error or human error, such as the fire at Terminal 2 E of Soekarno-Hatta International Airport which resulted in a buildup of passengers due to being hampered by the fire, in addition to piling up passengers at the airport with no pilots. can communicate so that they do not know the position of the plane that is flying in which area and where it is parked.

### **3.2 Legal Consequences of Cancellation of Air Transport Flights by PT. Garuda Indonesia According to Law No. 1 of 2009 concerning Aviation jo. Regulation of the Minister of Transportation Number 7 of 2011 concerning Responsibilities of Air Transport Carriers**

Basically, transportation is an agreement that is always preceded by an agreement between the carrier and the passenger or sender, the agreement basically contains rights and obligations, so if the passenger's rights cannot be fulfilled or his obligations cannot be carried out then this is a default or incarceration. promise. Transportation as stated above is an agreement, so the juridical consequence that must be implemented if the agreement cannot be implemented is that the carrier is responsible for providing compensation for the obligations that have been given by one of the parties or passengers.

Based on Article 1 point 3 of the Regulation of the Minister of Transportation No. 77 of 2011 concerning Transportation Responsibilities states: "the responsibility of the carrier is the obligation of the air transportation company to compensate for the losses suffered by passengers and or shippers or third parties" While compensation is based on Article 1 point 18 of the Regulation The Minister of Transportation No. 77 of 2011 concerning Transport Responsibilities is: "money paid or as compensation suffered" Similar to PERMENHUB No. 77 of 2011 concerning Transportation Responsibilities, based on Law No. 1 of 2009 concerning Aviation, it states the consequences that must be followed if the occurrence of a flight cancellation by an airline is to provide compensation to passengers.

A delay in departure alone must provide compensation, especially if the cancellation of a departure, in addition to refunding the flight ticket, the carrier must also pay for it providing other compensation, this is regulated by the regulation of the Minister of Transportation No. 77 of 2011. Article 147 paragraph 1 of Law No. 1 of 2009 concerning Aviation states: "the carrier is responsible for not being transported according to a predetermined schedule by reason of aircraft capacity. "

The responsibility as referred to in paragraph 1 above is to provide compensation to passengers in the form of transferring to another flight without paying additional fees and or providing consumption, accommodation and transportation costs if there are no other flights to the destination. The delay referred to in PERMENHUB No. 77 of 2011 concerning the responsibility for transportation states: "What is meant by air transportation delays are flight delays, passengers not being transported by reason of aircraft capacity, and flight cancellations." : "that the carrier is obliged to give notification to passengers 7 (seven) days prior to the flight."

Cancellation of flights as referred to in Article 12 paragraph 1 above, the carrier is obliged to return the ticket money that has been paid by the passenger, this is regulated in Article 12 paragraph 2. If the flight is canceled for less than seven calendar days until the specified departure, then Article 10 letters b and c of PERMENHUB No. 77 of 2011 concerning transportation will apply which states: Article 12 paragraph 3 "compensation of 50% of Rp. three hundred thousand that is 150,000,.

The flight cancellation due to the three factors above was forced to be carried out by the Garuda Indonesia airline because if it continues to be forced to fly, witnesses will be given, because this can endanger passengers, goods, and even other people. As stated in Article 53 paragraph 1 of Law No. 1 of 2009 concerning Aviation: "Everyone is prohibited from flying or operating an aircraft that can endanger the safety of aircraft, passengers, goods and or residents or disrupt security or public order or

harm property. other people" Article 52 paragraph 2 of Law No. 1 of 2009 concerning Aviation: "Anyone who violates the provisions of Article 53 paragraph 1 above can be subject to witness suspension of certificates, and or revocation of certificates".

### 3.3 Efforts That Can Be Done By Consumers Against PT. Garuda Indonesia Due to Departure Cancellation

Basically, commercial transportation is an agreement that is preceded by a carriage agreement between the carrier and the passenger or the user of the transportation service. The agreement can be proven by a letter of transportation or a ticket, a ticket or letter of transportation is a written evidence that there has been a transportation agreement between the carrier and the user of the transportation service or passenger, thus if the transportation is an agreement then both parties must fulfill their obligations. and is entitled to get his rights in the legal language is to carry out his achievements.

In the event that the carrier does not want to return the money, the effort that can be taken by the consumer is to demand compensation from the airline that has canceled its departure by submitting proof of ticket or air cargo to the airline, this is in line with Article 21 paragraph 1 letter a PERMENHUB No. 77 of 2011 concerning Transportation Responsibilities. Given that producers (transporters) are in a stronger position both economically and in terms of power compared to consumers, consumers (passengers) need to get advocacy, protection and dispute resolution efforts properly, then steps that can be taken by passengers against cancellation of departure if flight services cannot carry out compensation is an advocacy effort.

Disputes in aviation service consumers can come from two things, namely business actors do not carry out their legal obligations as stipulated in the law, which means that aviation service business actors ignore the provisions of laws and regulations such as Law No. 1 of 2009 concerning Aviation and PERMENHUB No. 77 The year 2011 concerning transportation responsibilities which regulates their obligations as a provider of aviation services, and consumer disputes can also be sourced from business actors providing aviation services that do not comply with the contents of the agreement. If the business actor refuses and or provides a response and or does not fulfill the compensation for the consumer's demands based on Article 23 of the Consumer Protection Act states: "can be sued through the consumer dispute settlement agency or submit to the judiciary at the consumer's domicile". Dispute resolution through mediation can be through an institution in charge of resolving disputes between consumers and business actors, if we refer to Law No. 30 of 1999 concerning arbitration and alternative dispute resolution, the forum in question is a forum for negotiation, consultation, conciliation, mediation, expert judgment and arbitration.

## 4. CONCLUSION

Factors of Air Transport Passenger Departure Cancellation Factors that often hinder the cancellation of an aircraft departure are weather factors, natural disaster factors and human error factors. Weather factors, disaster factors, and human error factors or Human Error are factors that are often experienced by airlines to cancel a departure, because if they continue to be forced to make flights, they will be fatal because they can endanger pilots, passengers and even other people. Recently, natural disasters have canceled Garuda Indonesia flights due to the eruption of Mount Raung so that the volcanic ash can damage the aircraft engine so that it can endanger passengers. In addition to the recent eruption of Mount Raung, it also occurred due to Human Error or human error, namely the occurrence of a fire at Terminal 2 E of Soekarno-Hatta Airport, and the last one was the forest fire in Pekanbaru-Riau which resulted in limited visibility of the pilot. Legal Consequences of Cancellation of Air Transport Flights by PT. Garuda Indonesia According to Law No. 1 of 2009 concerning Aviation jo. Regulation of the Minister of Transportation Number 7 of 2011 concerning Responsibilities of Air Transport Carriers. Article 12 paragraph 1 states that the carrier is obliged to give notification to passengers 7 (seven) days prior to the flight. Article 12 paragraph 3 states that compensation for losses of 50% of Rp. 300,000, - (three hundred thousand, namely 150,000, - (one hundred and fifty thousand rupiahs) but with a note that another destination is closest to the canceled destination and the carrier is obliged to provide transportation tickets to the passenger's nearest destination (re-routing) and provide other transportation to reach the destination if it is to arrive at the destination. there is no air

transportation, and if the transportation is transferred to another scheduled commercial air transportation, the passenger is exempted from additional fees including an increase in service class and if there is a decrease in the service class, the passenger must be given a refund for the remaining ticket he bought (which is more expensive than the ticket that was purchased by plane). The first). Efforts that can be made by consumers of aviation services PT.

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