

Fulfillment of Consumer Rights to Information Regarding Flight Delays: A Case Study of Batik Air Passengers

Evi Mutiara Marpaung 

Universitas Negeri Semarang, Semarang, Indonesia
evimutiaramarpaung@students.unnes.ac.id

Abstract

This study aims to analyze the position of consumers' rights to departure information in the provision of air transportation services and to examine the legal responsibility of airlines for uncertainty of information that results in flight delays. The main problem lies in the discrepancy between normative regulations regarding the obligation to provide information and service practices in the field, particularly in the case of Batik Air passengers who experienced repeated schedule changes without adequate explanation. This study uses a normative juridical method with a legislative and conceptual approach, through analysis of relevant legislation, principles, and legal doctrines. The results of the study show that the right to departure information has a fundamental position in consumer protection law, administrative law in aviation law, and contractual law in air transportation agreements. Uncertainty in information that is conveyed in an unclear and inconsistent manner can be qualified as improper performance (breach of contract) and gives rise to legal liability for the airline. In conclusion, airlines are not only obliged to provide minimum administrative



compensation, but are also required to ensure transparency, certainty, and accountability of information as an integral part of the quality of air transportation services.

KEYWORDS

Right to Information, Airline Responsibility, Consumer Protection

Introduction

Air transportation is one of the service sectors that plays a strategic role in supporting the mobility of modern society, especially in archipelagic countries such as Indonesia. Given Indonesia's vast geographical and demographic context, which consists of thousands of islands separated by oceans, air transportation is a rational and relevant choice for addressing the challenge of interregional connectivity. The fragmented nature of the region means that land and sea transportation modes are not always able to meet mobility needs quickly and efficiently, so air transportation provides a solution that can significantly reduce travel distance and time.

The advantages of air transportation in terms of speed, time efficiency, and wide coverage make it a much-needed means of supporting economic, governmental, educational, and social activities. In practice, the mobility of modern society is no longer limited to personal travel needs, but also includes professional, business, and public service interests that demand punctuality and schedule certainty. Therefore, air transportation not only functions as a physical link between regions, but also as a major pillar of national development and economic growth.

This condition places airlines not only as profit-oriented service providers, but also as legal entities that bear public service responsibilities. From a legal perspective, airlines have an obligation to provide services that meet safety, security, and comfort standards, as well as to guarantee the certainty and protection of passengers' rights as consumers. Thus, the

function of airlines is not purely commercial, but also has social and legal dimensions that demand accountability and compliance with the principles of consumer protection and good public service.

Based on data from the Central Statistics Agency regarding air transportation passengers, the number of domestic passengers from August 2024 to August 2025 decreased by 5.6 percent. Despite this decline, the number of passengers using airplanes reached 5.1 million.¹ Therefore, the provision of air transportation services must not only meet safety and punctuality requirements but also ensure service reliability and legal protection for passengers as consumers.

In modern transportation systems, time has high economic value. Even a delay of a few hours can result in lost business opportunities, disrupted professional schedules, and delays in planned personal activities. Thus, departure time certainty is not only a technical operational issue, but also part of consumer rights that have economic, social, and legal dimensions. Airlines, as air transportation service providers, have an obligation to maintain public trust through professional and transparent services.

As the use of air transportation increases, the legal relationship between airlines and passengers becomes more complex. This relationship gives rise to rights and obligations for both parties. One of the important obligations of airlines is to provide accurate, clear, and timely information regarding departure schedules. Departure information is not merely an administrative notification, but rather a part of legal certainty that forms the basis for passengers in managing their time and interests. Unclear or inconsistent changes to the information provided have the potential to create legal uncertainty for consumers.

In the practice of providing air transportation services, problems such as uncertainty regarding departure information are still frequently

¹ "Perkembangan Transportasi Indonesia Agustus 2025," no. 89 (2025).

encountered, including schedule changes without adequate explanation, delays in conveying information, and inaccuracies in the information provided to passengers.² The uncertainty surrounding departure information often leads to flight delays, which not only disrupt passengers' travel schedules but also have the potential to cause various forms of loss.

Based on data from the National Consumer Protection Agency (BPKN), consumer complaints in the air transportation sector are still dominated by issues of flight delays, unilateral schedule changes, and a lack of clear and transparent information from air transportation service providers.³ This situation shows that flight delays are not merely a technical operational issue, but are also closely related to the fulfillment of legal obligations by operators towards consumer rights, particularly the right to information. In other words, the issue of delays cannot be separated from the issue of

The issue of uncertainty regarding flight departure information, which leads to flight delays, was reflected in an incident experienced by a passenger at the end of July 2025 on a flight from Jakarta to Surabaya. The flight was originally scheduled to depart in the afternoon from Soekarno-Hatta International Airport and arrive at Juanda Airport in Surabaya according to the predetermined schedule. Based on the initial information received when purchasing the ticket, there was no mention of potential schedule changes or specific operational obstacles that could affect the flight departure time.

However, shortly before departure time, passengers received notification of a flight delay. The notification was conveyed without a clear and detailed explanation of the reason for the delay, causing confusion and uncertainty among passengers. The information received was limited and

² Dika Anugrah, "ANALISIS HAK DAN KEWAJIBAN KONSUMEN PENERBANGAN: STRATEGI PENINGKATAN KEPATUHAN HUKUM PENUMPANG TERHADAP SYARAT DAN KETENTUAN PENERBANGAN," n.d., 105–22.

³ "Terkait Problematika Konsumen Transportasi Udara Di Indonesia," *BADAN PERLINDUNGAN KONSUMEN NASIONAL REPUBLIK INDONESIA*, 2024.

did not provide certainty regarding the next departure time. This situation meant that passengers had no clear basis on which to adjust their travel plans or take the necessary alternative measures.

After passengers arrived at the airport, the departure schedule changed repeatedly. The previously announced departure time continued to be delayed without any consistent certainty, forcing passengers to wait for a long time. During this waiting period, passengers were given no certainty about the exact departure time, nor were they provided with adequate services such as access to food and drinks at the airport. Ultimately, the total flight delay exceeded four hours from the original departure schedule.

Prior to departure, new compensation was provided to passengers after a significant delay. Although the boarding process had been completed, the flight was further delayed before finally departing. The lengthy delay had a significant impact on passengers, causing physical fatigue, discomfort, and disruption to their pre-planned travel schedules. In addition, within a relatively short period of time after this incident, passengers again experienced flight delays on different routes, indicating that flight delays with similar patterns were not isolated incidents.

From a consumer protection law perspective, uncertainty regarding departure information that results in flight delays has the potential to violate consumers' rights to accurate, clear, and honest information as stipulated in Law No. 8 of 1999 concerning Consumer Protection. The right to information is a fundamental right of consumers that aims to provide legal certainty and enable consumers to make rational decisions when using a service.⁴ In addition, Law No. 1 of 2009 on Aviation stipulates that carriers are liable for losses incurred by passengers due to flight delays, except in certain circumstances justified by law.

⁴ MH. dan Habloel Mawadlii SH. Drs. M. Sadar, MH., Prof. MOH. Taufik Makarao, SH., *Hukum Perlindungan Di Indonesia* (Jakarta: Akademia, 2012).

These provisions are clarified in Minister of Transportation Regulation No. 89 of 2015 concerning Flight Delay Management, which regulates the obligations of airlines in providing services, information, and compensation to passengers in accordance with the category and duration of the delay that occurs. Normatively, this regulation is intended to provide legal certainty and guarantee the protection of consumer rights.

However, in practice, there are still discrepancies between normative provisions and their implementation in the field, particularly in terms of standards for certainty of departure information and fulfillment of passenger compensation rights. Several studies show that compensation for delays is often not provided optimally or is not commensurate with the losses suffered by consumers.⁵

From a civil law perspective, the relationship between airlines and passengers is a contractual relationship that gives rise to performance obligations for air transport service providers. Uncertainty regarding departure information that causes flight delays can be viewed as a failure to fulfill the performance obligations as agreed in the transport contract. As a result, passengers as consumers have the potential to suffer material and immaterial losses that are not always adequately compensated. This condition indicates a gap between regulatory norms.

When compared to previous studies, it appears that the focus of the study is still dominated by issues of delays and compensation. Sartika Yuli (2021) analyzes the responsibility of airlines for delays by focusing on the factors causing delays, especially weather factors. Tuti Herningtyas (2020) examines airline liability based on Minister of Transportation Regulation No. 89 of 2015 using an empirical juridical approach and focusing on compensation. Rizka Amelia (2018) and Felix Pranoto and Ariawan (2021)

⁵ Muchamad Izaaz et al., "KETERLAMBATAN PENERBANGAN DALAM PERSPEKTIF KETERLAMBATAN PENERBANGAN DALAM PERSPEKTIF UNDANG-UNDANG NO. 1 TAHUN 2009" 3, no. 7 (2025).

discuss airline liability through an analysis of specific court decisions related to compensation. Meanwhile, Aufa Ahla Hafidz, Dijan Widijowati, and Anriz Nazaruddin Halim (2023) examine the legal protection of service users due to delay management by scheduled commercial airlines.

The novelty of this research lies in placing uncertainty regarding departure information as the main object of study, which is analyzed independently and not merely as a consequence of flight delays. Unlike previous studies that focused on the causes of delays and the provision of compensation, this study reconstructs the obligation to provide information as an integral part of contractual performance in air transport agreements. By integrating the perspectives of consumer protection law, aviation law, and the doctrine of breach of contract in civil law, this study develops the argument that a breach of the duty to provide information is not only administrative in nature, but can also be qualified as a breach of contract that gives rise to civil liability. This approach provides a conceptual contribution in expanding the meaning of the right to information as an essential element of airline performance quality and as a basis for strengthening legal protection for passengers in a more comprehensive manner.

Based on the above description, it is important to raise the title or theme of the final project, **“FULFILLMENT OF CONSUMER RIGHTS TO INFORMATION ON DEPARTURES IN FLIGHT DELAYS: A CASE STUDY OF BATIK AIR PASSENGERS.”** This study does not focus on the technical factors causing flight delays, such as weather or airport operational conditions, but rather focuses on the normative aspects of the obligation to provide departure information as part of the airline's contractual performance and as a form of legal protection for consumers regarding the uncertainty of such information.

Methods

This study uses a normative legal approach (doctrinal research), which is research that treats law as a system of norms that is studied systematically through analysis of relevant legislation, principles, and legal doctrines.⁶ This research is prescriptive in nature with the aim of providing arguments regarding what should be (das sollen) based on applicable positive law, particularly in relation to the fulfillment of consumers' rights to information regarding departures in the event of flight delays and the legal responsibilities of airlines. The approaches used include the statute approach and the conceptual approach⁷, based on secondary legal materials consisting of primary, secondary, and tertiary legal materials obtained through literature studies. The analysis was conducted deductively through systematic interpretation of legal norms to assess the conformity between applicable legal provisions and concrete events, thereby producing legal arguments that are consistent, logical, and academically accountable.

Result and Discussion

1. The Position of Consumer Rights Regarding Departure Information in the Provision of Air Transportation Services

Historically, the recognition of the right to information as a basic consumer right gained international legitimacy through President John F. Kennedy's speech on March 15, 1962, before the United States Congress, which introduced The Four Basic Consumer Rights, including the right to be informed. This principle was then widely adopted in various international instruments, including the United Nations Guidelines for Consumer Protection established by the United Nations.⁸ This acknowledgment confirms that the right to information is not

⁶ Soerjono Soekanto, *Pengantar Penelitian Hukum*, cetakan ke (Jakarta: Universitas Indonesia, 2014).

⁷ Peter Mahmud. Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Group, 2006).

⁸ United Nations, "United Nations Guidelines for Consumer Protection" (New York, 2016).

merely a technical administrative right, but a fundamental right inherent to every consumer as a legal subject and a prerequisite for fair, transparent, and responsible transactions.

The right to information as part of fundamental rights is universal and inherent in every relationship between consumers and businesses, regardless of the type of goods or services being traded. This right serves as the basis for the exercise of various other consumer rights, such as the right to choose, the right to safety, and the right to compensation. Without adequate information, consumers do not have the ability to make free, informed, and rational choices. Therefore, the right to information can be understood as an important normative foundation in the framework of modern consumer protection systems.

In Indonesia, this principle is explicitly adopted in Law No. 8 of 1999 concerning Consumer Protection (UUPK).⁹ In particular, Article 4(c) stipulates that consumers have the right to obtain accurate, clear, and honest information regarding the condition and warranty of goods and/or services offered. This provision indicates that the right to information is not only understood as a formal right, but also has the character of a substantive right because it is directly related to the quality and legitimacy of the legal relationship between consumers and business actors.

As a substantive right, the right to information touches on the core of contractual relationships. The existence of accurate, clear, and honest information determines the validity of consumer consent in a transaction. Consent given without adequate understanding has the potential to contain defects of will and ultimately weaken contractual legitimacy. Therefore, the obligation to provide information is not merely an administrative formality, but a material requirement for the formation of a valid and fair agreement.

Article 4 letter c of the UUPK contains three cumulative elements, namely truthfulness, clarity, and honesty. The element of truthfulness requires conformity with objective facts. The element of clarity requires that information be easy to understand and not obscured in standard clauses. The element of honesty prohibits manipulation or concealment of material facts. These three elements emphasize that the right to

⁹ Republik Indonesia, "Undang-Undang Nomor 8 Tahun 1999 Perlindungan Konsumen," *Undang-Undang Nomor 8 Tahun 1999*, no. 8 (1999): 1–19.

information has a substantive dimension that determines the quality of consumer consent.¹⁰

Theoretically, the right to information arises from the inequality of bargaining position between businesses and consumers.¹¹ Satjipto Rahardjo stated that the law exists to protect the weak in the socio-economic structure.¹² In transactional practice, business actors generally control technical information and product risks, while consumers are in a position of information dependency. Therefore, the right to information serves as a corrective instrument to balance the relationship between the parties. In line with this, Inosentius Samsul views the right to information as a preventive instrument, as it enables consumers to make rational decisions and prevent losses before disputes arise.¹³

In the provision of air transportation services, the right to information plays a central role. Unlike transactions involving tangible goods, which focus on physical specifications, information in aviation is directly related to time, certainty, and mobility. Departure schedules are not merely administrative data, but an essential part of the promised performance and a determinant of the economic value and utility of aviation services.

In terms of its impact, departure information has economic, social, and psychological dimensions. Economically, delays or uncertainty in information can cause financial losses, such as canceled business meetings or missed connecting flights. Socially, air travel is often related to family, education, and health matters. Psychologically, uncertainty about departure schedules can cause stress and discomfort for passengers.

Based on the above description, consumers' right to departure information must be positioned simultaneously as a fundamental right

¹⁰ Dr. Anak Agung Sagung Ngurah Indradewi SH.MH., *Hukum Perlindungan Konsumen* (Denpasar: Udayana Universitas Press, 2020).

¹¹ Radja Marihat et al., "Refleksi Prinsip Keadilan Dalam Perjanjian Waralaba Di Indonesia" 5 (2025): 6722–32.

¹² Putri Sofiani Danial et al., "PRAKTIK PENAGIHAN ABUSIF OLEH PINJAMAN ONLINE ILEGAL: KETIMPANGAN AKSES KEADILAN DAN PERLINDUNGAN KONSUMEN DI INDONESIA" 13, no. 4 (2025): 1–14.

¹³ Inosentius Samsul, *Perlindungan Konsumen : Kemungkinan Penerapan Tanggung Jawab Mutlak* (Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, 2004).

and a substantive right. This right is fundamental because it is inherent to every passenger as a legal subject and forms the basis for effective legal protection. This right is substantive because it determines the validity of consent in air transport agreements. If the information does not meet the elements of truth, clarity, and honesty, the legitimacy of the contractual relationship between the airline and the passenger is reduced and may result in legal liability for the business operator.

Passengers' rights to obtain information in the aviation sector are not only covered by consumer protection laws, but are specifically guaranteed by national aviation law. In providing air transportation services, airlines are obliged to provide clear, accurate, and timely information regarding schedules, departure changes, and flight operational conditions. This obligation is an integral part of legally binding service standards.

The normative basis is found in Law Number 1 of 2009 concerning Aviation. Article 2 stipulates that the operation of aviation must be based on regularity and protection for service users. This principle cannot be interpreted narrowly as merely regulating schedules, but also includes the obligation to guarantee certainty of information to passengers. Furthermore, Article 140 paragraph (1) states:¹⁴

- 1) “Commercial air transport companies are required to transport passengers and/or cargo and mail after an agreement has been reached;
- 2) Commercial air transport companies are required to provide adequate services to all air transport service users in accordance with the agreed transport agreement;
- 3) The transportation agreement referred to in paragraph (1) shall be evidenced by passenger tickets and cargo documents.”

Thus, the right to information not only has a position as a fundamental right within the framework of consumer protection in general, but also requires concretization in sectoral legal regimes that regulate certain types of services. In the context of air transportation services, this recognition does not stop at the level of principle, but is reinforced normatively through specific regulations in the field of aviation that explicitly regulate service obligations and the provision of information to passengers.

¹⁴ “UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 1 TAHUN 2009 TENTANG PENERBANGAN” (2009).

Hal This stipulates that commercial air transport operators must provide adequate services in accordance with the transport agreement. Adequate service in this context is not only interpreted as the physical provision of transport services, but also includes the obligation to provide information as part of the implementation of the agreement. Regulations regarding passengers' rights to obtain information in the provision of air transportation indicate that the responsibility of airlines is not limited to transportation alone, but also includes the obligation to ensure openness and transparency of information in all flight operational conditions.

Further reinforcement is stipulated in Minister of Transportation Regulation No. PM 30 of 2021, which establishes the right to information as a standard component of scheduled domestic commercial air transportation passenger services. Passengers have the right to receive clear and timely information, especially in the event of delays, cancellations, or other operational disruptions. The obligation to notify passengers at least two hours before departure time indicates that schedule changes have legal consequences for passenger rights.

In addition, Minister of Transportation Regulation No. PM 89 of 2015, which classifies delays based on duration, further emphasizes that delays are not merely a technical operational issue. Each category of delay gives rise to compensation obligations as well as ongoing information disclosure obligations. Thus, information serves as a legal protection instrument that guarantees certainty and prevents inequality between airlines and passengers.¹⁵

The right to information in the context of aviation must also be interpreted within the framework of legal certainty as one of the fundamental principles of a state governed by the rule of law. Legal certainty does not only mean the existence of written rules governing the obligations of airlines, but also requires consistency, predictability, and clarity in their implementation. When departure information changes repeatedly without a clear time estimate, or is conveyed without a verifiable reason, then substantively there is a violation of the principle of legal certainty. Passengers cannot plan follow-up activities, cannot make rational alternative decisions, and are in a position of prolonged uncertainty. In this context, time has economic and social value, so that uncertainty of information cannot be reduced to a mere administrative

¹⁵ "PERATURAN MENTERI PERHUBUNGAN REPUBLIK INDONESIA NOMOR PM 89 TAHUN 2015" (2915).

disruption, but rather a disruption to the certainty of rights. Thus, the airline's obligation to provide information must be interpreted as an instrument of legal certainty protection for consumers.

In the context of the events described in the background section of this study, the right to information takes on concrete meaning. Passengers on Batik Air flights from Jakarta to Surabaya experienced changes to their departure schedules that were communicated without adequate explanation and without consistent confirmation of departure times. The information provided was inconsistent and did not include clear reasons for the delay, causing uncertainty for passengers during a wait of more than four hours.

When linked to the normative construction described above, this condition shows that consumers' right to information has not been optimally fulfilled. Passengers, as consumers, have the right to obtain accurate, clear, and honest information about departure schedules and any changes that occur. When information is not communicated transparently and in a timely manner, the preventive function of the right to information becomes ineffective, and consumers are placed in a position of uncertainty that is contrary to the principle of protection in aviation law.

The case that is the subject of this study shows that the right to departure information cannot be viewed merely as a theoretical right guaranteed in legislation, but rather as a concrete right that has direct implications for legal certainty and service quality in the legal relationship between airlines and passengers. Information regarding departure times, schedule changes, and potential delays is an important part of fulfilling the obligations in an air transportation agreement, as this information allows passengers to plan their activities, mobility, and other interests appropriately. In this context, uncertainty regarding departure information becomes an important basis for assessing the implications of the airline's legal responsibility, while also emphasizing that the fulfillment of the right to information is an integral part of the service obligation that must be carried out in a transparent, accountable, and responsible manner.

In the event of flight delays, this obligation is active. Information must be communicated as soon as a potential disruption is known, accompanied by the reason for the delay, the latest estimated departure time, and regular updates. This standard indicates that the law imposes

proactive responsibility on airlines as the parties in control of operational information.

Doctrinally, the obligation to disclose information is related to the principle of transparency in public services. Airlines, as scheduled commercial air transport operators, are in a position to control operational information, while passengers depend on that information. In such circumstances, the law imposes an obligation to disclose information on the party that controls the information in order to prevent uncertainty and inequality between the parties.¹⁶

The right to information in the aviation sector is considered an administrative right because it is explicitly guaranteed in sectoral regulations and is imperative for airlines as public service providers. The obligation to provide information does not only arise from an agreement between the parties, but is a public law norm enforced by aviation authorities, thus serving as a preventive protection instrument to ensure certainty and regularity of service. However, the relationship between airlines and passengers is also a contractual relationship that gives rise to civil obligations. Therefore, the obligation to provide information is also part of the performance of the transportation agreement, so that violations are not only administrative in nature but can also give rise to civil liability.

From a civil law perspective, the relationship between airlines and passengers is a contractual relationship that arises from a transportation agreement. This agreement is subject to the provisions of the Civil Code (KUHPerdata), particularly regarding the validity of agreements and the performance of obligations. Flight tickets serve as proof of an agreement between the parties that contains key elements, including the route, departure time, and type of service to be provided.¹⁷

Thus, the departure schedule is not merely administrative information, but part of the agreed terms of the contract. In the construction of Article 1234 of the Civil Code, performance can take the form of giving something, doing something, or not doing something. The airline's obligation to depart passengers according to schedule falls under the category of "doing something," while the obligation to provide

¹⁶ Privat Law, "Rivat Law" 13, no. 2 (2025).

¹⁷ "PERATURAN MENTERI PERHUBUNGAN REPUBLIK INDONESIA NOMOR PM 35 TAHUN 2021 TENTANG PENYELENGGARAAN ANGKUTAN UDARA" (2021).

clear and timely information is part of the proper execution of that performance.

In the event of schedule changes or delays, the airline's contractual obligations are not automatically waived. The airline remains bound to perform its obligations in full accordance with the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code.¹⁸ This principle requires that agreements be implemented not only formally, but also reasonably, honestly, and with consideration for the interests of other parties. The provision of unclear, inconsistent, or late information may indicate improper performance.

In contract law doctrine, performance is assessed not only on the basis of the end result, but also on the manner in which it is carried out. An airline that continues to transport passengers after a delay is not automatically considered to have performed perfectly if, during the process, passengers do not receive adequate information. In other words, the quality of communication is an inherent part of the quality of performance.

This construction shows that the right to information in aviation has a private dimension in addition to an administrative dimension. This right is inherent in the structure of the transportation agreement as part of the airline's contractual obligations. If the obligation to provide information is not properly fulfilled, then this situation may give rise to an assessment of default.¹⁹

Based on the above description, it is explained that consumers' right to information regarding departures in the provision of air transportation services is fundamental and must be fulfilled by airlines. This right is a basic consumer right that is guaranteed in the consumer protection system, reinforced imperatively in sectoral aviation regulations as a standard of public service, and inherent in transportation agreements as part of airline performance. Therefore, departure information is not merely a technical operational aspect, but an essential element that determines legal certainty, service quality, and the basis for assessing airline liability in the event of a violation.

¹⁸ Dwi Atmoko, "Kepastian Hukum Dalam Transaksi Online : Peran Asas Itikad Baik Berdasarkan Hukum Perdata Indonesia" 13 (2024): 421–28, <https://doi.org/10.37893/jbh.v13i2.955>.

¹⁹ Rio Nugroho, "WANPRESTASI DALAM PERJANJIAN JUAL BELI MENURUT PASAL 1238 KITAB UNDANG-UNDANG HUKUM PERDATA DI PT. ADAMIX MORTAR INDONESIA" 5, no. 06 (2025): 32–44.

It can be concluded that the right to information is not merely an administrative obligation of airlines, but a fundamental right of consumers guaranteed by law. The lack of clarity regarding departure times, repeated schedule changes, and the absence of definite time estimates indicate a discrepancy between legal norms and service practices. This condition can be normatively qualified as a violation of consumer rights as guaranteed in legislation.

2. Airline Liability for Uncertainty of Departure Information Resulting in Delays

The airline's responsibility in providing air transportation services arises from the legal relationship between the airline and the passenger, which is formed through a transportation agreement. This agreement gives rise to reciprocal rights and obligations, whereby passengers are obliged to pay the ticket price, while airlines are obliged to transport passengers according to schedule and provide services in accordance with the standards set by law.²⁰

Normatively, airline obligations are regulated in Law Number 1 of 2009, which requires commercial air transport companies to provide adequate services and meet passenger safety, security, and comfort standards. These standards are reinforced by Minister of Transportation Regulation No. 30 of 2021, which emphasizes the obligation of transparency and certainty of information to service users. Violations of these obligations open the door to administrative sanctions by aviation authorities. These sanctions serve to maintain order and discipline in the industry, but do not directly compensate passengers for individual losses.

In addition, Law No. 8 of 1999 stipulates that consumers have the right to accurate, clear, and honest information regarding the conditions of the services they receive. Thus, the obligation to provide transparent information regarding flight schedules and delays is an integral part of the airline's legal responsibility. This is also emphasized in Article 19, which discusses the responsibilities of business operators, stating that business operators are entitled to provide compensation for losses resulting from the use of goods/services traded with compensation.

²⁰ Zahputra Taufik Hamzah, "KEWAJIBAN DAN TANGGUNG JAWAB HUKUM PIHAK PENGANGKUT PADA PENGANGKUTAN UDARA NIAGA DI INDONESIA1" IX, no. 9 (2021): 84–94.

Third, sectoral compensation responsibilities based on Minister of Transportation Regulation No. 89 of 2015. In the event of a flight delay, airlines as Air Transport Business Entities are obliged to notify passengers of the delay. This obligation is stipulated in Article 7 of Minister of Transportation Regulation No. 89 of 2015 concerning Flight Delay Management (Delay Management) at Scheduled Commercial Air Transportation Business Entities in Indonesia.

The provisions stipulate that:

1. Airlines are required to convey information about delays through special officers stationed in the airport waiting room to provide explanations or information to passengers..
2. The officer must coordinate with the airline, airport management, and other parties involved in the delay.
3. Information provided to passengers in the event of a delay shall at least include:
 - a. A clear and accurate explanation of the reasons for the delay and the confirmed departure time, announced directly through the announcement media no later than 45 (forty-five) minutes before the scheduled departure time or as soon as the delay is first known;
 - b. Accurate information regarding flight cancellations and confirmed departure schedules, communicated directly by telephone, text message, or announcement media no later than 7 (seven) calendar days prior to the flight schedule;
 - c. In the event of delays caused by weather conditions, notification may be given as soon as the weather disturbance is known; and
 - d. Clear information regarding flight schedule changes (rescheduling), which must be communicated to passengers by telephone, text message, or announcement media no later than 24 (twenty-four) hours before the flight is scheduled to depart.

This regulation also stipulates categories of delays and the minimum compensation that must be provided to passengers.

This delay compensation scheme is regulated in sectoral regulations and is essentially still oriented towards a minimum compensation approach based on time categories. This approach does provide a standard of administrative certainty, but does not fully take into account

the actual losses suffered by passengers. In practice, prolonged uncertainty can cause immaterial losses in the form of stress, fatigue, loss of business opportunities, and disruption to important schedules that cannot be simply compensated for by providing meals or refunding part of the ticket price.²¹

In civil law doctrine, damages include not only actual losses, but also loss of profits that should have been earned.²² If time is considered part of the economic value of air transportation services, then delays accompanied by unclear information can be construed as a reduction in the value of those services. Therefore, the airline's responsibility should not stop at meeting minimum compensation standards, but there should be the possibility of additional compensation claims if consumers can prove more extensive losses.

The concept of legal responsibility can be understood through the theory proposed by Hans Kelsen. In Hans Kelsen's perspective, legal responsibility is understood as a normative consequence arising from a violation of applicable legal provisions. A legal subject is said to be responsible if sanctions can be imposed on them as a result of their actions that are contrary to the norm. Thus, legal responsibility is a normative construct that links norm violations and sanctions in the legal system.²³

From the perspective of legal liability theory, the construction of airline liability for information uncertainty cannot be interpreted solely through the classical approach of breach of contract, but must also be analyzed through liability theory in modern law. Doctrinally, there are several principles of liability, namely fault liability, presumption of liability, and strict liability.²⁴ In the context of air transportation, the pattern of liability tends to follow the principle of presumption of liability, whereby the carrier is deemed liable for passenger losses unless it can prove the existence of circumstances that exempt it from liability,

²¹ Taylor Williams, "Turbulence Ahead : Why the First Domestic Aircraft Carbon Emissions Regulations Are a Danger to Climate Protection AIRCRAFT CARBON EMISSIONS REGULATIONS ARE A DANGER TO CLIMATE PROTECTION" 86, no. 2 (2021).

²² Titin Apriani, "Konsep Ganti Rugi Dalam Perbuatan Melawan Hukum Dan Wanprestasi Serta Sistem Pengaturannya Dalam Kuh Perdata" 4, no. 2 (2021): 929–34.

²³ Hans Kelsen, *Teori Hukum Murni* (Bandung: Nusa Media, 2019).

²⁴ Stepani Rahmawati Dewi, Muhammad Fikri Aulia, and Moh Sigit Gunawan, "Liability of Airlines That Unilaterally Cancel Flights in Indonesia" 2, no. 5 (2025): 350–69, <https://doi.org/10.62885/jurnallegisci.v2i5.680>.

such as force majeure. This means that the burden of proof is not entirely borne by the consumer.

In the context of uncertainty regarding departure information, airlines should bear responsibility for communication or information system disruptions that fall within their control. This obligation is particularly relevant given that flight schedule information falls entirely within the operational domain of airlines, and it is therefore unreasonable to shift the risk of communication system failure to passengers.

Furthermore, in the legal framework of consumer protection, the responsibility of business actors tends to be semi-strict, because the focus is not only on the presence or absence of fault, but also on the protection of parties who are in a weaker position. Thus, if departure information is communicated in an inconsistent, inaccurate, or inadequately updated manner, the airline must still be held accountable for the consequences, regardless of whether there was intent or not. This approach is in line with the objectives of consumer protection, which places certainty and fairness as top priorities.

In this context, if an airline fails to fulfill its obligation to provide information as stipulated in the legislation, then normatively there has been a violation of the applicable legal norms. Therefore, the airline's responsibility is not merely a moral or administrative obligation, but a legal obligation, the violation of which will have legal consequences.

From a civil law perspective, default or breach of contract is a situation where one party to an agreement fails to fulfill its obligations as agreed. Such non-compliance may take the form of complete failure to perform, performance that does not comply with the terms of the agreement, delay in fulfilling obligations, or performance that is contrary to the content of the agreement.

According to Ahmadi Miru, forms of default can be classified as follows:²⁵

1. Failure to fulfill the obligation at all;
2. Fulfilling the obligation but not properly or completely;
3. Delay in fulfilling the obligation; and

²⁵ Muhammad Riandi, Nur Ridwan, and Yana Sukma Permana, "PERJANJIAN" VI, no. 2 (2022): 441–51.

4. Committing an act that is expressly prohibited in the agreement.

In the context of uncertainty regarding departure information, the relevant form of non-performance is incomplete performance (*onvolledige nakoming*), because the obligation to provide information as part of the agreement was not properly fulfilled. The obligation to provide clear and timely information is part of the service performance inherent in an air transport agreement.

In the case study, passengers experienced flight delays accompanied by multiple schedule changes without detailed explanations regarding the reasons for the delays or definite departure times. This situation placed passengers in a state of prolonged uncertainty, preventing them from making rational alternative decisions, such as rescheduling their plans, canceling their trip, or finding other modes of transportation.

When analyzed from a legal liability perspective, this situation indicates that the airline was not only late in fulfilling its transportation obligations, but also failed to fulfill its informational obligations, which are part of service standards. Information regarding departure times is an essential element of the transportation agreement because it is directly related to the main purpose of the agreement, namely the transfer of passengers within a certain time. Repeated uncertainty of information can be viewed as improper performance.

Thus, it can be concluded that the lack of clarity regarding departure information in this case can be normatively classified as a form of breach of contract in the contractual relationship between the airline and the passenger. This condition indicates a violation of the legal norms governing service obligations and consumer rights to information.

As a legal consequence, airlines can be held liable in accordance with the provisions of the law. Such liability may take the form of compensation for flight delays, additional services as a form of consumer rights restoration, and the possibility of a lawsuit for damages if the losses suffered by passengers exceed the administrative compensation that has been stipulated.²⁶ In Hans Kelsen's theoretical perspective, these consequences constitute a form of normative sanction for violations of applicable legal rules.

²⁶ Joy Celine and Amad Sudiro, "Analisis Tanggung Jawab Hukum Perusahaan Maskapai Yang Melakukan Pembatalan Penerbangan Sepihak Terhadap Konsumen" 5, no. 1 (2024): 478–83.

However, the airline's responsibility in this case should not be narrowly understood as merely an administrative obligation. From a consumer protection perspective, the airline's responsibility must be interpreted as a legal obligation that includes ensuring certainty, transparency, and protection of consumers' time interests. Delays accompanied by repeated schedule changes without clear explanations indicate a failure in information management. In the air transportation service industry, information has strategic value equivalent to the transportation service itself.²⁷

The uncertainty of information in this case not only causes material losses, but also losses of time, psychological distress, and potential further losses such as loss of employment opportunities or failure to attend important events. Under such circumstances, the burden of operational risk that should lie with the airline is shifted to the passenger. Therefore, it can be argued that airlines should bear more comprehensive responsibility, given that consumers are in a weaker bargaining position in air transportation relationships.

Strengthening the airline's responsibility is also in line with the principles of consumer protection as stipulated in Law No. 8 of 1999. The principle of fairness demands that consumers obtain their rights proportionally and not be harmed by non-transparent business practices.²⁸ The principle of balance requires a fair distribution of rights and obligations between business operators and consumers, so that operational risks are not borne entirely by passengers. Meanwhile, the principle of legal certainty requires a guarantee that consumers can actually enjoy their right to information, rather than it merely being recognized in theory.

Therefore, the airline's responsibility in this case cannot be measured solely by its formal compliance with flight delay regulations, but must be assessed in terms of the extent to which the airline fulfills its legal obligation to ensure certainty and transparency of information to consumers. The lack of clarity regarding departure information constitutes a violation of legal norms and consumer protection

²⁷ Dewi Puspaningtyas Faeni, "The Role of Management Information Systems in the Aviation Industry on the Batik Air App" 3, no. 3 (2024).

²⁸ Sherly Risanty, "Asas Keadilan Dalam Perlindungan Konsumen," Mahkamah Agung Republik Indonesia, 2025, <https://marinews.mahkamahagung.go.id/artikel/asas-keadilan-dalam-perlindungan-konsumen-05a>.

principles, thereby implying a liability obligation that must be fulfilled by the airline as a provider of air transportation services.

Conclusion

The right of consumers to information regarding departures in the provision of air transportation services has a fundamental position in the legal protection system. This right is guaranteed in Law Number 8 of 1999 concerning Consumer Protection, Law Number 1 of 2009 concerning Aviation, as well as various sectoral regulations governing passenger service standards. Departure information is not merely an administrative notification, but rather part of the performance of an air transportation agreement that determines the legal certainty and economic value of aviation services. From a legal liability perspective, the uncertainty of information that is conveyed in a changing manner without adequate explanation and without a clear time estimate can be qualified as improper performance (breach of contract). The Batik Air passenger case study shows a discrepancy between normative regulations and service practices, which not only causes material losses but also time, psychological, and potential loss of opportunity.

Therefore, the airline's responsibility cannot be understood as limited to fulfilling the minimum administrative compensation for flight delays. Airlines have a legal obligation to ensure transparency and certainty of information to passengers. Prescriptively, airlines need to implement proactive, transparent, and accountable information management by communicating the reasons for delays, realistic departure time estimates, and regular information updates. In addition, strengthened supervision by regulators and increased consumer legal awareness are necessary to ensure that the right to information is fully implemented in aviation services that uphold the principles of fairness, balance, and legal certainty.

References

- Anugrah, Dika. "ANALISIS HAK DAN KEWAJIBAN KONSUMEN PENERBANGAN: STRATEGI PENINGKATAN KEPATUHAN HUKUM PENUMPANG TERHADAP SYARAT DAN KETENTUAN PENERBANGAN," n.d., 105-22.
- Apriani, Titin. "Konsep Ganti Rugi Dalam Perbuatan Melawan Hukum Dan Wanprestasi Serta Sistem Pengaturannya Dalam Kuh Perdata" 4, no. 2 (2021): 929-34.
- Atmoko, Dwi. "Kepastian Hukum Dalam Transaksi Online : Peran Asas Itikad

- Baik Berdasarkan Hukum Perdata Indonesia” 13 (2024): 421–28.
<https://doi.org/10.37893/jbh.v13i2.955>.
- BADAN PERLINDUNGAN KONSUMEN NASIONAL REPUBLIK INDONESIA*.
“Terkait Problematika Konsumen Transportasi Udara Di Indonesia.”
2024.
- Celine, Joy, and Amad Sudiro. “Analisis Tanggung Jawab Hukum Perusahaan Maskapai Yang Melakukan Pembatalan Penerbangan Sepihak Terhadap Konsumen” 5, no. 1 (2024): 478–83.
- Danial, Putri Sofiani, Magister Ilmu Hukum, Universitas Trisakti, and Perlindungan Konsumen. “PRAKTIK PENAGIHAN ABUSIF OLEH PINJAMAN ONLINE ILEGAL: KETIMPANGAN AKSES KEADILAN DAN PERLINDUNGAN KONSUMEN DI INDONESIA” 13, no. 4 (2025): 1–14.
- Dewi, Stepani Rahmawati, Muhammad Fikri Aulia, and Moh Sigit Gunawan. “Liability of Airlines That Unilaterally Cancel Flights in Indonesia” 2, no. 5 (2025): 350–69. <https://doi.org/10.62885/jurnallegisci.v2i5.680>.
- Drs. M. Sadar, MH., Prof. MOH. Taufik Makarao, SH., MH. dan Habloel Mawadii SH. *Hukum Perlindungan Di Indonesia*. Jakarta: Akademia, 2012.
- Faeni, Dewi Puspaningtyas. “The Role of Management Information Systems in the Aviation Industry on the Batik Air App” 3, no. 3 (2024).
- Izaaz, Muchamad, Farhan Ramadhan, Kadek Agus Sudiarawan, Universitas Udayana, Dauh Puri Klod, and Kota Denpasar. “KETERLAMBATAN PENERBANGAN DALAM PERSPEKTIF KETERLAMBATAN PENERBANGAN DALAM PERSPEKTIF U NDANG- U NDANG NO . 1 TAHUN 2009” 3, no. 7 (2025).
- Kelsen, Hans. *Teori Hukum Murni*. Bandung: Nusa Media, 2019.
- Law, Privat. “Rivat Law” 13, no. 2 (2025).
- Marihat, Radja, Batu Bara, Ali Asdon Tanjung, and Bonaraja Purba. “Refleksi Prinsip Keadilan Dalam Perjanjian Waralaba Di Indonesia” 5 (2025): 6722–32.
- Marzuki, Peter Mahmud. *Penelitian Hukum*. Jakarta: Kencana Prenada Group, 2006.
- Nations, United. “United Nations Guidelines for Consumer Protection.” New York, 2016.
- Nugroho, Rio. “WANPRESTASI DALAM PERJANJIAN JUAL BELI MENURUT PASAL 1238 KITAB UNDANG-UNDANG HUKUM PERDATA DI PT. ADAMIX MORTAR INDONESIA” 5, no. 06 (2025): 32–44.
- PERATURAN MENTERI PERHUBUNGAN REPUBLIK INDONESIA NOMOR PM 35 TAHUN 2021 TENTANG PENYELENGGARAAN ANGKUTAN UDARA (2021).
- PERATURAN MENTERI PERHUBUNGAN REPUBLIK INDONESIA NOMOR PM 89 TAHUN 2015 (2915).
- “Perkembangan Transportasi Indonesia Agustus 2025,” no. 89 (2025).
- Republik Indonesia. “Undang-Undang Nomor 8 Tahun 1999 Perlindungan Konsumen.” *Undang-Undang Nomor 8 Tahun 1999*, no. 8 (1999): 1–19.
- Riandi, Muhammad, Nur Ridwan, and Yana Sukma Permana. “PERJANJIAN”

- VI, no. 2 (2022): 441–51.
- Risanty, Sherly. “Asas Keadilan Dalam Perlindungan Konsumen.” Mahkamah Agung Republik Indonesi, 2025.
<https://marinews.mahkamahagung.go.id/artikel/asas-keadilan-dalam-perlindungan-konsumen-05a>.
- Samsul, Inosentius. *Perlindungan Konsumen : Kemungkinan Penerapan Tanggung Jawab Mutlak*. Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, 2004.
- SH.MH., Dr. Anak Agung Sagung Ngurah Indradewi. *Hukum Perlindungan Konsumen*. Denpasar: Udayana Universitas Press, 2020.
- Soekanto, Soerjono. *Pengantar Penelitian Hukum*. Cetakan ke. Jakarta: Universitas Indonesia, 2014.
- Taufik Hamzah, Zahputra. “KEWAJIBAN DAN TANGGUNG JAWAB HUKUM PIHAK PENGANGKUT PADA PENGANGKUTAN UDARA NIAGA DI INDONESIA1” IX, no. 9 (2021): 84–94.
- UNDANG-UNDANG REPUBLIK INDONESIA NOMOR 1 TAHUN 2009 TENTANG PENERBANGAN (2009).
- Williams, Taylor. “Turbulence Ahead : Why the First Domestic Aircraft Carbon Emissions Regulations Are a Danger to Climate Protection AIRCRAFT CARBON EMISSIONS REGULATIONS ARE A DANGER TO CLIMATE PROTECTION” 86, no. 2 (2021).