

Fulfillment Consumers' Right to Departure Information During Flight Delays: A Case Study of Airline Passengers in Indonesia

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Abstract

This study aims to analyze the fulfillment of consumers' rights to departure information in the event of flight delays and to examine the extent of airlines' liability for the resulting uncertainty in information. The method used is a normative legal approach with a legislative and conceptual perspective, supported by a case study of passengers on a Jakarta–Surabaya flight that experienced a delay of more than four hours accompanied by unclear and inconsistent information. The research findings indicate that the right to information, as a fundamental consumer right, has not been optimally fulfilled, marked by a lack of clarity regarding the causes of delays, inconsistencies in information, and delays in conveying information to passengers. Furthermore, the services and compensation provided by the airline do not fully reflect the principles of proportionality and fairness. From a civil law perspective, this situation can be classified as a breach of contract in the form of imperfect performance (*onvolledige nakoming*), as the airline's obligations extend beyond merely transporting passengers to include informational obligations as part of the contractual performance. Therefore, improved transparency, consistent communication, and more effective oversight are necessary to ensure the fulfillment of consumer rights in the air transport sector.



KEYWORDS

Right to Information, Consumer Protection, Flight Delays

Introduction

The need for air transportation is a key aspect of the development of the service sector, which plays a strategic role in supporting the mobility of modern society, particularly in an archipelagic nation like Indonesia. Geographically and demographically, Indonesia spans a vast territory spread across thousands of islands separated by the sea, presenting unique challenges in achieving interregional connectivity.¹ Under these circumstances, air travel is the most rational and effective option, as it overcomes the limitations of land and sea transportation, which are relatively slower and do not always reach all regions efficiently.

The advantages of air travel lie in its ability to significantly reduce travel time, cover vast areas, and provide high efficiency in the movement of people and goods. This makes air travel a vital means of supporting various activities, whether in the economic, governmental, educational, or social spheres. As times have changed, mobility is no longer limited to simple travel needs but has evolved into an integral part of modern life's dynamics, which demand speed, precision, and accessible connectivity between regions.

Air transportation not only serves as a physical link between regions but also as strategic infrastructure that plays a role in promoting equitable development and national economic growth. Effective connectivity through air transportation can open access to remote areas, facilitate the distribution of goods and services, and strengthen regional integration within the framework of the Unitary State of the Republic of Indonesia. Thus, air transportation holds a crucial position within the national transportation system, not only as a means of mobility but also as a key supporting element in sustainable development. This role necessitates the provision of air transportation that is reliable, integrated, and capable of addressing the evolving needs of society as modern life becomes increasingly active and complex.

¹ Astri Rumondang Banjarnahor, *Manajemen Transportasi Udara* (Medan: Penerbit Yayasan Kita Menulis, 2021).

According to data from the Central Statistics Agency on air travel passengers, the number of domestic passengers from August 2024 to August 2025 decreased by 5.6 percent. Despite this decline, the number of passengers who traveled by air reached 5.1 million.² The high number of air travelers indicates that air travel has become an essential need for the public. Therefore, the provision of air transportation services must not only ensure safety and security, but also guarantee service reliability, including punctuality and timely information for passengers as consumers.

The certainty of such service is fundamentally inseparable from the legal relationship between the airline and the passenger, which arises from the contract of carriage. The contract of carriage serves as the primary basis for the legal relationship between the airline and the passenger from a civil law perspective. This relationship is contractual in nature, as it arises from an agreement between the parties formalized in the form of an airline ticket. The ticket serves not only as proof of payment but also as a legal document containing the essential elements of the contract, such as the travel route, departure time, and the type of service to which the passenger is entitled.³

Pursuant to the provisions of the Civil Code, every valid contract gives rise to legal consequences in the form of rights and obligations (performance) that must be fulfilled by each party. In the context of air transportation, passengers have the primary obligation to pay the fare in accordance with the agreed-upon ticket price. Conversely, the airline is obligated to transport passengers from the point of departure to the destination in accordance with the predetermined schedule, as well as to provide safe, comfortable, and adequate service as agreed upon.

Thus, departure schedules and flight information cannot be viewed merely as administrative or ancillary matters, but rather as an integral part of the obligations that airlines must fulfill. Certainty regarding flight times and information is a crucial element in ensuring that passengers' rights are upheld. Therefore, in the event of unclear information, unilateral schedule changes, or non-transparent communication, such conditions may be classified as a failure to fully fulfill obligations (breach of contract), which ultimately has the potential to cause harm to passengers and result in legal liability for the airline.⁴

² "Perkembangan Transportasi Indonesia Agustus 2025," no. 89 (2025).

³ Geeta Fedriani, Merry Safrina, and Maya Apriana, "Entrepreneur and Cooperative Express Bahari II C Pada PT . Pelayaran Sakti" 3, no. 1 (2024): 1–12.

⁴ Zevia Tristania Budi, "Tanggung Jawab Pengangkut Udara Terhadap Penumpang Atas Reschedule Keberangkatan Pesawat Secara Sepihak," 2025.

In the operation of air transport services, common issues are not limited to flight delays but are also closely tied to the uncertainty of departure information received by passengers. In many cases, the lack of clarity in this information is actually a more fundamental problem because it directly affects passengers' ability to plan their trips. These issues can include flight schedule changes made without adequate explanation, inconsistent information provided at different times, and delays in providing updates to passengers.⁵

In reality, it is not uncommon for passengers to receive conflicting information regarding departure times without any clear certainty as to when the flight will actually take off. The information provided is often incomplete and lacks transparency, leading to confusion and uncertainty. In reality, passengers do not necessarily demand absolute certainty regarding the time; rather, they expect clear information about the actual situation, such as the reason for the delay, why the aircraft has not yet arrived, and a reliable estimated departure time. When this information is communicated clearly, honestly, and consistently, passengers are more likely to understand the situation and accept the delay more readily.

This issue was also raised by the National Consumer Protection Agency (BPKN) during an online public discussion hosted by the Indonesia Consumer Club on the topic "Challenges Facing Air Travel Consumers in Indonesia." The discussion was held to gather information and explore various aspects related to the implementation of consumer protection in the air transport sector in Indonesia.⁶ Consumer complaints in the air transport sector continue to be dominated by issues such as flight delays, damaged or lost luggage, unilateral schedule changes, and a lack of clear and transparent information from air carriers.

The issue of uncertainty regarding departure information was also evident in an incident experienced by a passenger on Airline A on July 27, 2025, during a flight from Jakarta to Surabaya. The flight was originally scheduled to depart at 5:00 PM WIB from Soekarno-Hatta International Airport and arrive at Juanda Airport in Surabaya at 6:25 PM WIB. The passenger had selected this schedule based on their travel needs.

⁵ Dika Anugrah, "Analisis Hak Dan Kewajiban Konsumen Penerbangan: Strategi Peningkatan Kepatuhan Hukum Penumpang Terhadap Syarat Dan Ketentuan Penerbangan," n.d., 105–22.

⁶ Badan Perlindungan Konsumen Nasional, "Jawab Problematika Konsumen Transportasi Udara Di Indonesia, BPKN Kasih Solusi," 2024, <https://bpkn.go.id/beritaterkini/detail/jawab-problematika-konsumen-transportasi-udara-di-indonesia-bpkn-kasih-solusi3>.

At around 11:00 a.m. on the same day, passengers received a notification via WhatsApp informing them of a change in the departure time to 6:35 p.m., with an estimated arrival time of 8:00 p.m. The notification did not include an explanation for the delay. After arriving at the airport and waiting according to the updated schedule, at 6:36 PM local time, passengers were informed by staff that the flight was expected to depart at 8:50 PM local time, resulting in a delay of nearly four hours from the original schedule.

Under these circumstances, passengers expect clear information—such as the reason for the delay and a confirmed departure time—so they can understand what is happening. However, the information provided is inadequate and tends to change frequently, leaving passengers confused and uncertain about their flight's departure. During the hours-long wait, passengers had to wait in the waiting area without consistent, reliable information and without adequate access to food and beverages.

At approximately 8:53 p.m. WIB, Airline A announced that it would provide compensation for the delay in the form of light refreshments at the departure gate and began the boarding process. However, the compensation provided was deemed inadequate and not commensurate with the length of the delay experienced by passengers. Furthermore, after passengers boarded the aircraft, the flight had still not departed by 9:20 PM WIB, with the crew citing the need to await the completion of flight documentation. As a result of the delay, which lasted more than four hours beyond the original schedule, passengers suffered a loss of time and experienced significant inconvenience during the journey. Furthermore, shortly after this incident, the passenger experienced another flight delay with the same airline on the Jakarta–Batam route.

Conversely, when information is not provided transparently or is communicated late and inconsistently, passengers find themselves in a state of uncertainty and struggle to make rational decisions. This lack of clarity not only causes confusion but also increases discomfort and the potential for disappointment—issues that could actually be minimized through effective communication. Thus, the primary issue in air transport services lies in the uncertainty of departure information itself, as evidenced by schedule changes without adequate explanation, inconsistent information, and delays in conveying information to passengers.

In light of these various issues, airlines, as providers of air transportation services, should understand and comply with applicable laws and regulations, particularly those regarding their obligations to provide information and services to passengers. In the context of the case described,

the repeated schedule changes without adequate explanation, inconsistent communication of information, and delays in providing information to passengers indicate that these obligations have not been fully met.⁷

Legally, Indonesia has a number of regulations governing this issue, including Law No. 8 of 1999 on Consumer Protection, Law No. 1 of 2009 on Aviation, Minister of Transportation Regulation No. 89 of 2015 on the Handling of Flight Delays, and Minister of Transportation Regulation No. 30 of 2021 on Minimum Service Standards for Air Transport Passengers. To clarify the legal framework used in this study, the author has compiled a list of relevant laws and regulations in the following table:

Tabel 1. Inventory of Air Transport Regulations

No	Peraturan	Ruang Lingkup Pengaturan	Ketentuan Penting	Relevansi dengan Kasus
1.	Law No. 8 of 1999 on Consumer Protection	Regulating the rights and obligations of consumers and businesses	Consumers have the right to safety, comfort, and accurate information	Consumers are harmed by the use of products without marketing authorization and misleading information
2.	Law No. 1 of 2009 on Aviation	Regulating the operation of domestic flights, including safety, security, and air transport services	Regulating the obligations of air carriers to provide passengers with adequate, safe, and comfortable service	The service provided is not yet optimal, particularly regarding the reliability of information and passenger comfort during delays
3.	Ministry of Transportation Regulation No. 89 of 2015 on the Handling of Flight Delays	Establishing procedures for handling flight delays and airlines' obligations to passengers	Establishing the classification of delays, the obligation to provide information regarding the	Passengers who experienced delays of more than four hours were not provided with clear information, and the compensation offered

⁷ Muchamad Izaaz et al., "Keterlambatan Penerbangan Dalam Perspektif Keterlambatan Penerbangan Dalam Perspektif Undang- Undang No . 1 Tahun 2009" 3, no. 7 (2025).

			cause of the delay, and compensation based on the duration of the delay	did not meet the established standards
4.	Ministry of Transportation Regulation No. 30 of 2021 on Minimum Service Standards for Air Transport Passengers	Establishing minimum service standards that must be provided to air passengers	Establishing standards for information services, comfort, and amenities for passengers while using air transportation services	Passengers do not receive adequate information services or proper access to basic necessities while waiting

These three regulations essentially govern passengers' rights to clear information, airlines' obligations to provide adequate service, and the handling of flight delays along with compensation. However, in the cases described, inconsistencies in practice were still found, particularly regarding unclear information and schedule changes without adequate explanation. Therefore, this study aims to analyze the fulfillment of consumers' rights to departure information in the event of flight delays

The specific objective of this study is to analyze the fulfillment of consumers' right to information regarding departures in the event of flight delays, beginning with a discussion of the right to information as a fundamental consumer right and linking it to relevant laws and regulations as well as theories concerning consumer protection and business operator liability. Furthermore, this study examines the form of airline liability in fulfilling these obligations and addresses the government's role as a regulator in establishing service standards and overseeing the provision of air transport services. Additionally, through an analysis of passenger case studies, the extent to which consumer rights have been fulfilled or not fulfilled will be examined, along with the follow-up actions taken by the airline regarding the delays that occurred.

In academic literature, there are several research gaps that form the critical foundation for this study. To date, studies on flight delays have tended to focus primarily on technical operational aspects and the provision of compensation to passengers, while the aspect of fulfilling consumers'

rights to departure information has not been analyzed in depth as a standalone issue. In practice, however, departure information plays a crucial role because it is directly related to passengers' certainty in planning their trips, adjusting their activities, and making rational decisions. Unclear information not only causes inconvenience but also has the potential to result in losses that could be minimized if the information were communicated accurately.

In addition, this issue also relates to the fulfillment of airlines' obligations as businesses and the government's role as a regulator in ensuring that service standards for passengers are met.⁸ Although various regulations governing the obligation to provide information and services in air transport already exist in principle, in practice there are still inconsistencies that indicate suboptimal implementation on the ground. Therefore, it is important to further examine how the fulfillment of consumers' rights to departure information is carried out, including in the context of airline responsibilities and government oversight, so as to provide a more comprehensive picture of consumer protection in the air transport sector.

A number of previous studies have addressed the issues of flight delays and consumer protection from various perspectives. Sartika Yuli (2021) analyzed airline liability for delays by emphasizing the factors causing delays, particularly weather factors, while Tuti Herningtyas (2020) examined airline liability based on Minister of Transportation Regulation No. 89 of 2015 using an empirical legal approach and focusing on the provision of compensation. Rizka Amelia (2018) and Felix Pranoto and Ariawan (2021) discuss airline liability through an analysis of court rulings regarding compensation for flight delays. Meanwhile, Aufa Ahla Hafidz, Dijan Widijowati, and Anriz Nazaruddin Halim (2023) examined the legal protection of service users in the context of delay management by scheduled commercial airlines. Unlike these studies, this research focuses on the fulfillment of consumers' rights to departure information as an integral part of contractual performance in air transport agreements, thereby placing special emphasis on the aspect of airlines' duty to inform and its legal implications for consumer protection.⁹

⁸ Taufik Hidayat Lubis, "Hukum Perjanjian Di Indonesia" 2, no. 3 (2022): 177–90.

⁹ Aufa Ahla Hafidz, Dijan Widijowati, and Nazaruddin Halim, "Perlindungan Hukum Pengguna Jasa Transportasi Udara Akibat Delay Management Maskapai Niaga Berjadwal" 17, no. 2 (2023).

This study's contribution to the advancement of knowledge holds significant value in the fields of consumer protection law and aviation law. First, this study offers a more comprehensive understanding of the fulfillment of consumers' rights to departure information in the event of flight delays, a topic that has thus far received relatively limited attention in the legal literature in Indonesia. By positioning information as an integral part of performance under a contract of carriage, this study expands the perspective that an airline's obligations are not limited to the physical transportation of passengers but also encompass informational obligations with legal implications. Furthermore, this study reinforces consumer protection theory, particularly regarding the right to information as a fundamental right that must be fulfilled by businesses, given that in practice passengers are often at a disadvantage due to limited access to clear, accurate, and timely information.

In addition, this study integrates a civil law perspective specifically the concept of breach of contract with aviation law and consumer protection, thereby producing a more comprehensive analytical framework for assessing airlines' liability for uncertainties regarding departure information. Furthermore, this study highlights the importance of the government's role as a regulator in ensuring that service standards established by law are effectively implemented in practice. The emphasis on oversight and the consistent application of regulations particularly regarding the obligation to provide information to passengers demonstrates that this study not only contributes theoretically but also has practical implications for promoting improved service quality and strengthening legal protection for consumers of air transport services.

Based on this background, it can be concluded that the primary issue in the provision of air transport services lies not only in flight delays but also in the suboptimal fulfillment of consumers' rights to clear, accurate, and timely departure information. The uncertainty of information observed in practice indicates a gap between the normative provisions established in laws and regulations and their implementation on the ground, thereby resulting in losses and inconvenience experienced by passengers. In this context, the airline's obligations are not limited to the transportation aspect but also include an informational obligation as part of the contractual performance that must be fully fulfilled.

In light of this, this study aims to address two main issues: the fulfillment of consumers' rights to departure information in the event of

flight delays, and the airlines' responsibility for the uncertainty of information that arises in practice. These two aspects are analyzed to provide a more comprehensive understanding of legal protection for passengers as consumers, while also assessing the extent to which airlines have fulfilled their obligations in accordance with applicable regulations. Thus, this study is expected to contribute to strengthening the implementation of consumer protection in the air transport sector.

Metode

This study employs a normative legal methodology, utilizing both a statutory approach and a conceptual approach. The statutory approach is used to examine various regulations pertaining to consumer protection and the operation of air transport, particularly those governing airlines' obligations regarding the provision of information and the handling of flight delays.¹⁰ Meanwhile, a conceptual approach is used to analyze the concept of the right to information as a fundamental consumer right, the concept of a contract of carriage in civil law, and the concept of business operator liability from the perspectives of breach of contract and consumer protection. The legal materials used consist of primary legal sources in the form of relevant laws and regulations, secondary legal sources in the form of books, academic journals, and previous research findings, as well as tertiary legal sources for supplementary purposes.

The collection of legal materials was conducted through a literature review by searching for and examining various legal sources relevant to the research problem. The analysis of legal materials was conducted qualitatively using a descriptive-analytical method, which involved outlining the applicable legal provisions and relating them to the research problem. In addition, this study also employs a case study approach to examine flight delays experienced by passengers as an empirical illustration to assess the extent to which the right to information has been fulfilled and how airlines' liability manifests in practice. This approach is used to examine the alignment between applicable legal norms and their implementation in practice.

¹⁰ Soerjono Soekanto, *Pengantar Penelitian Hukum*, cetakan ke (Jakarta: Universitas Indonesia, 2014).

Hasil dan Pembahasan

1. Protection of Consumer Rights Regarding Information Uncertainty in Cases of Passenger Delays

The Concept of the Right to Information

The right to information is one of the fundamental consumer rights that plays a crucial role in ensuring legal protection in every relationship between businesses and consumers. Historically, the recognition of this right is inseparable from the ideas presented by John F. Kennedy in his speech before the United States Congress in 1962, which introduced four basic consumer rights: the right to safety, the right to choose, the right to be heard, and the right to be informed. The right to information is viewed as the cornerstone because it enables consumers to obtain accurate, clear, and honest information regarding the goods and/or services they use.

The speech was subsequently adopted as an international instrument by the United Nations (UN), which issued the Guidelines for Consumer Protection a set of guidelines outlining the key principles of effective consumer protection, consumer protection laws, enforcement agencies, and redress systems. These guidelines also assist member states in formulating and enforcing domestic and regional laws, rules, and regulations in accordance with their respective economic, social, and environmental conditions. Member states will also help promote international cooperation among fellow member states and share experiences regarding consumer protection.¹¹ Some of the principles set forth in the guidelines :

1. Fair and equitable treatment;
2. Commercial behaviour;
3. Disclosure and transparency, and others.

Framework in Indonesia

In Indonesia, consumer protection regulations are set forth in Law No. 8 of 1999 on Consumer Protection.¹² Consumer protection refers to

¹¹ Tesalonika Epifania Rompas, "Larangan Bagi Pelaku Usaha Mengelabui Konsumen Melalui Cara Obraal Atau Lelang Dalam Hal Penjualan Barang," *Lex Privatum* IX, no. 4 (2021): 87–97.

¹² Rompas.

all efforts aimed at ensuring legal certainty to provide protection for consumers. The principles of consumer protection and fundamental consumer rights are set forth in Article 2 of the Consumer Protection Act, namely :

1. The principle of benefit is intended to ensure that all efforts in the implementation of consumer protection provide the greatest possible benefit to the interests of consumers and business operators as a whole.
2. The principle of fairness is intended to ensure that the participation of all citizens is maximized and to provide consumers and business operators with the opportunity to exercise their rights and fulfill their obligations fairly.
3. The principle of balance is intended to provide a balance between the interests of consumers, business actors, and the government in both material and spiritual terms.
4. The principle of consumer safety and security is intended to provide guarantees of safety and security to consumers in the use, application, and utilization of goods and/or services that are consumed or used.
5. The principle of legal certainty is intended to ensure that both business operators and consumers comply with the law and receive justice in the implementation of consumer protection, and that the state guarantees legal certainty..

There are also fundamental rights regarding consumer protection :

1. The right to protect consumers from harm, including both personal injury and property damage;
2. The right to obtain goods and/or services at a fair price; and
3. The right to a fair resolution of any issues encountered.

Based on these fundamental rights, if consumers are to be truly protected, their rights must be upheld by both the state and business operators, as the fulfillment of these rights will safeguard consumers from harm in various ways. This includes the provision of all information that service providers are required to disclose when serving consumers. This matter is explicitly regulated in Article 4 (c) of the Consumer Protection Act :

“the right to accurate, clear, and truthful information regarding the condition and warranty of goods and/or services;”

Article 4(c) of Law No. 8 of 1999 on Consumer Protection (UUPK) stipulates that consumers have the right to accurate, clear, and truthful information regarding the conditions and warranties of goods and/or services. This provision is one of the main pillars of the consumer protection system in Indonesia, as information serves as the basis for consumers to understand, evaluate, and make choices regarding products offered by businesses. Within the legal framework, the right to information is positioned not only as an individual consumer right but also as an instrument to create balance in the legal relationship between consumers and business entities.

Conceptually, the right to information under Article 4(c) encompasses three key elements: truthfulness, clarity, and honesty. Truthfulness requires that the information provided accurately reflects the actual condition of the goods or services, without any manipulation or fabrication. Clarity requires that information be communicated transparently, be easy to understand, and not give rise to multiple interpretations among consumers. Meanwhile, honesty entails the obligation not to conceal material facts relevant to the use of such goods and/or services. These three elements constitute normative standards that must be met by business entities in every commercial activity, as emphasized in modern consumer protection legal studies that prioritize transparency as a core principle.¹³

From the perspective of consumer protection law, the right to information serves a highly significant preventive function. Adequate information enables consumers to avoid losses before a transaction takes place; thus, it can be said that consumer protection is not merely repressive (after a loss has occurred) but also preventive. Recent research indicates that failure to fulfill the right to information is often the primary cause of consumer disputes, as consumers do not obtain a complete picture of the products they purchase.¹⁴ Therefore, the right to information is a key tool in minimizing the risk of consumer losses.

Furthermore, within the framework of the Consumer Protection Law (UUPK), the right to information under Article 4(c) is closely linked to the obligations of business operators as stipulated in Article 7(b) of the

¹³ Humaira Safira Wahyudi, "Kewajiban Korporasi Terhadap Keterbukaan Informasi Perusahaan Bagi Perlindungan Konsumen Di Indonesia," *Lex Privatum* IX, no. 3 (2021): 76–85.

¹⁴ N Siti Nur Kholifah, "Perlindungan Hukum Konsumen Atas Cacat Informasi Suatu Produk Dalam Transaksi E-Commerce Di Indonesia Legal Protection Of Consumers Against Defective Product Information In E-Commerce Transactions In Indonesia" 23, no. 3 (2025): 510–28.

UUPK, which requires business operators to provide accurate, clear, and truthful information regarding the conditions and warranties of goods and/or services. This connection demonstrates that rights and obligations under consumer protection law are reciprocal, meaning that the fulfillment of consumer rights depends on the fulfillment of obligations by business operators. In legal literature, this relationship is viewed as a form of contractual balance aimed at protecting consumers, who are structurally in a weaker position.¹⁵

In addition, the right to information is also linked to the concept of information asymmetry a situation in which businesses possess more comprehensive information than consumers. This situation has the potential to lead to unfair trade practices if not balanced by obligations regarding transparency. Research in the fields of law and economics indicates that the provisions regarding information obligations in the Consumer Protection Law aim to reduce such disparities and enhance consumer confidence in the market.¹⁶

This is consistent with the theory of consumer protection proposed by Sidabalok, which states that consumer protection aims to provide legal certainty and safeguard consumers' interests from potential harm resulting from the actions of business entities, through both preventive and repressive measures.¹⁷ Furthermore, this theory also emphasizes the importance of striking a balance between consumers and businesses in legal relationships that are inherently unequal due to information asymmetry, making the fulfillment of the right to information a fundamental element in achieving effective consumer protection.

Furthermore, this theory also emphasizes the importance of striking a balance between consumers and businesses in legal relationships that are inherently unequal due to information asymmetry, making the fulfillment of the right to information a fundamental element in achieving effective consumer protection.

¹⁵ Melisa Angela et al., "Peran Masyarakat Dalam Melindungi Hak Konsumen Terhadap Produk Pangan Olahan" 10, no. September (2024): 100–113.

¹⁶ Nabila Sari and Winsherry Tan, "Analisis Hukum Produk Kosmetika Yang Di Impor Untuk Digunakan Secara Pribadi Oleh Konsumen," *Jurnal Pendidikan Kewarganegaraan Undiksha* 9, no. 3 (2021): 959–73.

¹⁷ Edy Purwito, "Konsep Perlindungan Hukum Konsumen Dan Tanggung Jawab Hukum Pelaku Usaha Terhadap Produk Gula Pasir Kadaluarsa Di Kota Surabaya," *Jurnal Magister Ilmu Hukum* 13, no. 1 (2023).

First, provisions regarding the obligations of airlines can be found in Law No. 1 of 2009 on Aviation. Although it does not explicitly address passengers' right to information, the provisions in Article 140, paragraphs (1) through (3), state that carriers must transport passengers in accordance with the agreed-upon transport agreement. Additionally, airlines are obligated to provide adequate service to every passenger as a user of air transport services.¹⁸

Such adequate service is not limited to the actual transportation but also includes ensuring that departures are on time as stated on the passenger ticket. Furthermore, adequate service also includes providing information to passengers regarding flight schedules, changes in departure times, and flight conditions. Thus, the provision of clear, accurate, and timely information is an integral part of the quality of service that airlines are obligated to provide to passengers.

In the provision of air transport services, the obligation of airlines to provide information to passengers in the event of flight delays is clearly stipulated in Minister of Transportation Regulation No. 89 of 2015 on Flight Delay Management. These provisions are set forth in Article 5, which explains the factors that cause flight delays. If the factors causing the delay are operational technical issues, weather conditions, or other such factors, the airline is required to provide information supported by an official written statement from the relevant authority. However, if the delay is caused by the airline's own management, the airline is liable for any losses incurred by passengers.¹⁹

This provision also stipulates that in the event of a delay, airlines are not only obligated to issue a general notification but must also provide substantive information and offer certainty to passengers. Information regarding the cause of the delay is essential to ensure transparency, while the provision of estimated departure times serves as a basis for passengers to adjust their travel plans. The obligation to communicate schedule changes emphasizes that information must be continuously updated in accordance with the current flight conditions. This obligation is stipulated in Article 7 of Minister of Transportation Regulation No. 89 of 2015 on Flight Delay Management (Delay Management) for Scheduled Commercial Air Transport Enterprises in Indonesia.

¹⁸ Endra Wirawan and Niru Anita Sinaga, "Kerusakan Bagi Penumpang" 07, no. 1 (2024): 32–62.

¹⁹ Izaaz et al., "Keterlambatan Penerbangan Dalam Perspektif Keterlambatan Penerbangan Dalam Perspektif Undang- Undang No . 1 Tahun 2009."

The provision stipulates that:

1. Airlines are required to provide information regarding delays through designated staff stationed in the airport waiting area to provide explanations or updates to passengers.
2. These staff members 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 must include, at a minimum: :
 - a. A clear and accurate explanation of the reason for the delay and the confirmed departure time, announced directly through the announcement system 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, provided directly via telephone, text message, or public announcement no later than 7 (seven) calendar days prior to the scheduled flight;
 - c. If the delay is caused by weather conditions, notice may be given as soon as such weather conditions are known; and
 - d. Clear information regarding flight schedule changes (rescheduling), which must be communicated to passengers by phone, text message, or public announcement no later than 24 (twenty-four) hours before the flight departs.

The obligation of airlines to provide information to passengers as consumers is also emphasized in Minister of Transportation Regulation No. 30 of 2021 concerning Minimum Service Standards for Air Transportation, specifically in Article 6. This provision stipulates that air transport businesses are required to provide service information to passengers, including information that is accurate, clear, and easily accessible. Such information includes, among other things, flight schedules, schedule changes, and service conditions related to flights. The provision indicates that information is not merely a supplement to service but an integral part of the minimum service standards that airlines must meet for passengers. In other words, the fulfillment of the right to information has been institutionalized as a service quality standard that must be upheld by air transport service providers.

When applied to flight delays, the provisions of Article 6 of Ministry of Transportation Regulation No. 30 of 2021 imply that airlines remain

obligated to provide clear and accessible information to passengers regarding both schedule changes and the status of ongoing flights. This reinforces the provisions in Ministry of Transportation Regulation No. 89 of 2015, which specifically governs the obligation to provide information in the event of a delay, thereby demonstrating the consistency of regulations that information is a fundamental consumer right that must be fulfilled in every service situation.²⁰

Thus, Article 6 affirms that consumers' right to information applies not only under normal circumstances but also remains in effect in the event of flight delays. Therefore, an airline's failure to provide clear, accurate, and easily accessible information may be viewed as a violation of minimum service standards as well as a violation of consumer rights.

Civil Law Perspective

From a civil law perspective, the right to information cannot be viewed as a standalone right, but is inherently embedded in the contractual relationship arising from an agreement. In the context of air transportation services, the relationship between the airline and the passenger is a civil law relationship stemming from a contract of carriage, evidenced by the ticket as proof of the parties' agreement.²¹ Under Article 1234 of the Civil Code, performance under a contract may consist of delivering something, doing something, or refraining from doing something. The airline's obligation to transport passengers according to schedule falls under the category of "performing an act," while the obligation to provide accurate, clear, and timely information is an integral part of the proper fulfillment of that performance. Thus, departure information serves not merely as an administrative formality but as part of the substance of the agreement that must be fully fulfilled by the debtor.

Furthermore, the right to information is also closely linked to the validity requirements of a contract as stipulated in Article 1320 of the Civil Code, particularly the element of mutual consent between the parties. A valid agreement requires free will based on a sufficient understanding of the subject matter of the contract.²² If the information

²⁰ Sartika Yuli, "Analisis Hukum Terhadap Penumpang Pesawat Atas Keterlambatan Keberangkatan Penerbangan Domestik Di Bandara Internasional Kualanamu Deli," 2021.

²¹ Devina Oktarindini, Thea Farina, and Satriya Nugraha, "Keterbukaan Informasi Dalam Perjanjian Perdata : Implikasi Hukum Terhadap Hak Dan Kewajiban Para Pihak" 5 (2025): 3040–53.

²² R Oetomo Hermawan, Huala Adolf, and Edy Santoso, "Kajian Hukum Penerapan Pasal Dalam Kontrak Elektronik" 5, no. 2 (2024): 141–64.

provided is incomplete, unclear, or even misleading, the consent given by the consumer may be vitiated by a defect of consent (*wilsgebrek*), which could ultimately affect the validity of the contract. Therefore, the right to information serves not only as a supplementary right but also as a material requirement for the formation of a valid and equitable contract.

In the implementation of a contract, the right to information is also closely linked to the principle of good faith, as affirmed in Article 1338(3) of the Civil Code.²³ This principle requires that every agreement be carried out with full honesty, propriety, and consideration for the interests of the other party. In this context, the obligation to provide transparent information is a concrete manifestation of the exercise of good faith. Information that is communicated inconsistently, is subject to change, or is provided without adequate explanation may be deemed a breach of the principle of good faith. Thus, the duty to provide information is inseparable from the fundamental principles of contract law, which require honesty and openness in every contractual relationship.

Furthermore, in the development of modern contract law doctrine, the fulfillment of an obligation is not only assessed by the achievement of the final result, but also by how that fulfillment is carried out. This means that the quality of communication and transparency of information are an inherent part of the quality of the fulfillment itself. In the context of air transport services, an airline that continues to transport passengers after a delay is not automatically considered to have fully fulfilled its performance if, during that process, passengers do not receive adequate and timely information. Therefore, the right to information must be understood as part of the quality of performance (performance quality) that determines whether a contractual obligation has been fully fulfilled or not.²⁴

When considered in relation to the concept of breach of contract in civil law, a violation of the duty to provide information may be classified as a failure to perform as required.²⁵ Breach of contract occurs not only

²³ 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>.

²⁴ Frisca Adelia Stevani, "Konsep Kewajiban Dalam Hukum Perikatan : Teori Dan Penerapannya Dalam Hukum Kontrak" 2, no. 4 (2024): 972–79.

²⁵ Dedi Afriadi and Benni Rusli, "Perlindungan Konsumen Terkait Wanprestasi Terhadap Bagasi Penumpang Yang Hilang Oleh Perusahaan Penerbangan" 4, no. 77 (2024): 8018–28.

when the obligation is not performed at all, but also when it is performed imperfectly or not in accordance with the agreement. In cases of uncertainty regarding departure information where information is communicated in an unclear, inconsistent manner and without a definite timeframe such circumstances may be categorized as incomplete performance (*onvolledige nakoming*). The legal consequence is that the aggrieved party is entitled to claim damages, whether in the form of material or immaterial losses, including losses in the form of loss of opportunity that holds economic value.²⁶

This view is also supported by Subekti in his theory of breach of contract, which explains that a violation of the duty to provide information can be classified as a form of breach of contract, specifically under the category of performing the obligation but not as required (*onvolledige nakoming*). Subekti emphasizes that breach of contract occurs not only when the performance is not carried out at all, but also when the performance does not align with what was agreed upon, whether in terms of quality, timeliness, or completeness. In this context, the obligation to provide accurate, clear, and honest information is an integral part of the performance that must be fulfilled in the contractual relationship between businesses and consumers. Therefore, when information is conveyed in an unclear, inconsistent, or uncertain manner, the business entity, in essence, has not fulfilled the obligation perfectly. Such a situation gives rise to the consumer's right to claim compensation for the losses incurred, including both material and immaterial losses, as a consequence of the breach of contract.²⁷

Based on the above discussion, it can be asserted that, from a civil law perspective, the right to information holds a fundamental position because it is not only part of the content of an agreement but also determines the validity of a contract, reflects the application of the principle of good faith, and serves as an indicator of the quality of performance. Therefore, a violation of the right to information cannot be viewed merely as an administrative violation, but rather as a contractual breach that gives rise to civil liability for the party in violation.

²⁶ Ina Wahyu et al., "Analisis Penanganan Kompensasi Delay Pada Maskapai Lion Air Terhadap Kepuasan Penumpang Oleh PT Kokapura Di Bandar Udara Jenderal Ahmad Yani Semarang" 5, no. 2 (2024): 325–38.

²⁷ Cantika Tresna Rahayu et al., "Perlindungan Hukum Terhadap Pihak Yang Dirugikan Dalam Wanprestasi" 2, no. 4 (2024): 138–49.

Thus, these normative standards serve as the basis for assessing whether, in the context of flight delays particularly in the case studies analyzed consumers' right to information has been upheld or, conversely, violated.

2. Passenger Case Study Analysis: Fulfillment of Rights and Airline Follow Up

Case Timeline

The case analyzed in this study involves a flight delay experienced by passengers on July 27, 2025, on the Jakarta–Surabaya route. The flight, which was originally scheduled to depart at 5:00 p.m. WIB, underwent a series of schedule changes until it was ultimately delayed by more than four hours from its original departure time.

At 11:00 a.m. local time, passengers received a notification via WhatsApp regarding a schedule change to 6:35 p.m. local time, without any explanation for the delay. After passengers arrived at the airport and waited according to the updated schedule, the estimated departure time was changed again to 8:50 p.m. local time. However, the information provided by the airline was not definitive and tended to change frequently.

In such situations, passengers do not merely wait passively; rather, they actively seek clarity by asking airline staff at the airport directly. However, the airline's response is generally limited to stating that information will be provided to passengers shortly. In practice, the promised information was not immediately provided in the form of a clear and accountable explanation. This situation indicates a gap between the initial response and the actual provision of information, which results in prolonged uncertainty for the passengers.

During the waiting period, passengers did not receive adequate information regarding the cause of the delay, an accurate estimated departure time, or regular updates on the flight's status. Even by the time boarding began, the flight had still not departed due to internal administrative reasons. Thus, it is evident that the issue in this case lies not only in the flight delay as an event, but also in a communication pattern that failed to provide passengers with certainty.

Analysis of Consumer Rights Compliance

The fulfillment of consumer rights in this case reveals several discrepancies with applicable regulatory standards. The right to information, as a fundamental consumer right, essentially requires that information be provided in a truthful, clear, and honest manner. However, in this case, the information provided by the airline has not fully met these three criteria.

The information provided did not clarify the cause of the delay, so passengers did not get a complete picture of the actual situation. Furthermore, repeated changes to the estimated departure time without adequate explanation indicate inconsistencies in the information. This situation risks creating ambiguity for passengers in understanding the circumstances they face. Additionally, delays in providing information—including when passengers have actively requested an explanation—indicate that the aspect of timeliness in information delivery has not yet been optimally fulfilled.

First, pursuant to Article 4 of Law No. 8 of 1999 on Consumer Protection, consumers have the right to accurate, clear, and truthful information regarding the terms and conditions of the services they use. In this case, the airline failed to provide transparent and timely information regarding the flight delay, causing uncertainty among passengers. This indicates that the right to information has not been fully upheld.²⁸

Second, pursuant to Ministry of Transportation Regulation No. 89 of 2015 on Flight Delay Management, airlines are required to provide compensation and services in accordance with the delay category. In this case, the passenger experienced a delay of 4 hours and 20 minutes, which falls under the category of delays exceeding 240 minutes. Based on these provisions, the passenger should have been entitled to soft drinks, light snacks, a full meal, and monetary compensation of Rp300,000. However, in reality, the passenger only received a light snack without being provided with drinks, a full meal, or financial compensation. This indicates that the airline failed to fulfill its obligation to provide compensation as stipulated in the regulation.

²⁸ Zahputra Taufik Hamzah, "Kewajiban Dan Tanggung Jawab Hukum Pihak Pengangkut Pada Pengangkutan Udara Niaga Di Indonesia" IX, no. 9 (2021): 84–94.

Third, under Article 7 of the Consumer Protection Law, businesses are required to provide honest and non-discriminatory service and to offer compensation if the services provided do not conform to the agreement. Discrepancies between the promised departure schedule and the actual situation on the ground, without adequate accountability, indicate a violation of the business's obligations.

Analysis from a Civil Law Perspective (Wanprestasi)

From a civil law perspective, the relationship between an airline and a passenger is a contractual relationship based on a contract of carriage. Under this relationship, the airline is not only obligated to transport the passenger to their final destination, but also to perform all aspects of the contract in a proper manner, including the provision of information.

In this case, passenger transportation ultimately took place, but it was not fully accompanied by adequate fulfillment of the duty to inform. The information provided did not offer certainty and did not support the proper conduct of the journey. Therefore, this situation can be analyzed as a form of imperfect performance (*onvolledige nakoming*).²⁹

Furthermore, when considered in light of the principle of good faith, a communication pattern that is neither transparent nor consistent may be viewed as failing to fully reflect the performance of a contract grounded in the principles of fairness and honesty. In this context, the duty to inform is not merely formal but also substantive, as it is directly related to the quality of the agreement's implementation. Thus, the lack of clarity regarding information in this case has not only administrative implications but also affects contractual aspects under civil law.

Airline Liability and Follow Up

The follow up actions taken by the airline in this case demonstrate an effort to fulfill its obligations, but they have not yet been fully effective in providing protection to passengers. The approach taken tends to be reactive to the situation, but is not accompanied by comprehensive, transparent, and consistent communication. The provision of

²⁹ Muhammad Riandi, Nur Ridwan, and Yana Sukma Permana, "Perjanjian" VI, no. 2 (2022): 441–51.

compensation in the form of snacks can be understood as a fulfillment of minimum obligations; however, in the context of a significant delay, this does not reflect a consumer oriented approach.

Furthermore, the lack of a clear explanation regarding the causes of the delays indicates that the airline's accountability has not been adequately addressed. The occurrence of repeated delays in close succession also indicates the possibility of systemic issues, both from a managerial and service perspective. This situation reinforces the fact that the airline's fulfillment of its obligations remains partial and has not yet met comprehensive standards of responsibility in consumer protection.

It would be better if the airline were held liable for the losses incurred by the consumers. According to the theory of liability proposed by Hans Kelsen.³⁰ This theory holds that any legal entity that violates a legal obligation or commits negligence resulting in harm to another party is obligated to bear the consequences of its actions. Hans Kelsen views legal liability as the normative consequence of a violation of a legal obligation established by the legal system. In air transport services, flight delays accompanied by a lack of clarity in information indicate potential negligence in service delivery. The losses suffered by passengers, whether material or immaterial, cannot be separated from the business operator's failure to fulfill its legal obligations.³¹

In Indonesia, the rules regarding liability in this case study are set forth in several regulations, namely Article 19 of the Consumer Protection Law, which states that business operators are obligated to provide compensation for losses resulting from the use of goods or services they sell.³² Furthermore, Article 146 of the Aviation Law stipulates that air carriers are liable for losses incurred by passengers due to flight delays, unless they can prove that the delay was caused by weather conditions or operational technical factors beyond their control. The explanation of this article broadens the scope of liability, extending it beyond financial compensation to include the obligation to provide

³⁰ Hans Kelsen, *Teori Hukum Murni* (Bandung: Nusa Media, 2019).

³¹ Joy Celine and Amad Sudiro, "Analisis Tanggung Jawab Hukum Perusahaan Maskapai Yang Melakukan Pembatalan Penerbangan Sepihak Terhadap Konsumen" 5, no. 1 (2024): 478–83.

³² Jahra Marwah Januarilla and Retno Wulansari, "Perlindungan Hukum Bagi Konsumen Atas Pelanggaran Hak Informasi Penjualan Produk Di Gerai Donat J . CO Indonesia," 2025, 143–58.

information as part of the minimum service standards.

Furthermore, the Ministry of Transportation Regulation on the Handling of Flight Delays classifies types of delays and establishes forms of compensation and service obligations, including the obligation to provide information to passengers. This regulation stipulates that airlines are required to notify passengers of delays as soon as possible, along with a clear explanation. The explanation emphasizes that transparency of information is part of consumer protection and cannot be separated from the obligation to provide compensation.

This situation also indicates that the government's role as a regulator and supervisor has not yet been fully realized. Although regulations have established obligations regarding the provision of information and the handling of delays, their implementation remains ineffective in practice. Therefore, it is necessary to strengthen oversight and law enforcement through:³³

1. Enhanced monitoring of airline performance,
2. Strict penalties for violations,
3. And the provision of a more responsive complaint mechanism for consumers.

Based on the overall analysis, it can be concluded that the fulfillment of consumer rights in this case has not been optimally achieved. The right to information, as a fundamental right, has not been effectively fulfilled because the information provided was unclear, inconsistent, and untimely. The service and compensation provided also do not reflect the principles of proportionality and fairness; thus, from a civil law perspective, this situation can be classified as incomplete performance (*onvolledige nakoming*). Consequently, improvements in the quality of communication, transparency, consistency of service, and more effective oversight are necessary to strengthen consumer protection in the air transport sector.

Conclusion

In practice, the issue of flight delays lies not only in the length of the delay, but more so in the uncertainty of the information received by passengers. The analyzed case studies indicate that passengers do not

³³ Ayi Meidyna Sany et al., "Evaluasi Implementasi Regulasi Hak Penumpang Dalam Menghadapi Keterlambatan Penerbangan Di Indonesia: Studi Kasus Garuda Indonesia GA 4202" 15 (2024).

receive clear, consistent, and timely information, even after actively seeking explanations from the airline. This situation places passengers in a state of prolonged uncertainty and demonstrates that the right to information as a fundamental consumer right—has not been effectively fulfilled.

Furthermore, even though the flight ultimately took place and the airline provided compensation, this fulfillment does not fully reflect its responsibility. From a civil law perspective, this can be understood as an imperfect performance of obligations, as the airline's duties are not limited to transporting passengers but also include the obligation to provide adequate information. Thus, the core issue in this case lies in the poor quality of communication and transparency, necessitating improvements in information dissemination to ensure that consumer protection is more effectively realized in practice.

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