

Wings Air Airline Liability for Damage to Passenger's Baggage Based on the Regulation of the Minister of Transportation Number 77 of 2011 Concerning Air Transport Responsibilities (Case Study: Medan District Court Number 665/Pdt.G/2018/PN.Mdn)

Amad Sudiro^{1*} Josua Tarigan¹

¹Faculty of Law, Universitas Tarumanagara, Jakarta 11440, Indonesia

*Corresponding author. Email: ahmads@fh.untar.ac.id

ABSTRACT

When transporting by airplane, sometimes passengers are faced with unpleasant things related to lost/damaged baggage. The problems faced are how legal protection is for airline passengers in the event of baggage damage and what is the responsibility of the Wings Air airline for damage to passenger baggage based on Law Number 1 of 2009 concerning Aviation (Case Study: Medan District Court Number 665 /Pdt.G/2018/PN Mdn.). The research method used in writing this thesis is normative juridical law research. The results of the study indicate that legal protection for passengers using flight services who experience damage/loss of goods, passengers can submit a claim to the airline as a provider of air transportation services, where passengers who experience losses have the right to choose legal remedies that will be used as dispute resolution. In Indonesia, the laws or regulations governing air transportation adhere to the principle of presumption of liability. The form of airline legal responsibility for loss/damage of checked baggage in air transportation is carried out by airlines by providing compensation as stipulated in Article 5 paragraph (1) of the Minister of Transportation Regulation No. lost/damaged in accordance with applicable regulations.

Keywords: *Liability, Wings Air, Luggage Damage*

1. INTRODUCTION

In daily activities, humans as social beings have various needs of life. In achieving their needs, humans routinely carry out activities that can support their daily needs. To meet the needs of human life, humans need supporting facilities, these facilities are modes of transportation that provide benefits for connecting between humans. [1]

Etymologically, transportation comes from the Latin, namely *transportare*, *trans* is defined as across or the other side and *portare* means transport or carry. Thus, transportation means to carry or carry something to the other side or from one place to another. This means that transportation is a service provided, to help people or goods to be carried from one place to another. So that transportation can be defined as the business and activity of transporting or carrying goods and/or passengers from one place to another. [2]

There are 3 (three) forms of transportation, namely land transportation, sea transportation, and air transportation.

Among the three modes of transportation, air transportation is the most effective and efficient, fast and economical alternative choice to connect between regions and between islands. [3]

In people's lives, the word "transportation is often replaced by transportation. Between the two, each has the same meaning, namely as a transfer activity using transportation means, but there is a difference between the two, namely in transportation which emphasizes more on the juridical aspect, while in transportation places more emphasis on aspects of activities to support the economy.[4]

According to the opinion of experts, namely HMN Purwosutjipto stated that transportation is a reciprocal agreement between the carrier and the sender, in which the carrier binds himself to organize the transportation of goods and/or people from one place to a certain destination safely, while the sender binds himself to pay money transport.[5]

Furthermore, according to the opinion of other experts, namely Abdulkadir Muhammad describes the term

transportation by saying that transportation includes three main dimensions, namely: [6]

1. Transportation as a business
2. Transportation as an *agreement* ; and
3. Transportation as a process.

Transportation activities are carried out in accordance with the air transportation schedule that has been determined by the carrier. The transportation activity takes place from the departure airport to the destination airport as stated in the air cargo or passenger ticket. Before the transportation activity is carried out, at the departure airport, the passenger submits the passenger ticket along with the cargo, hereinafter referred to as baggage to the carrier. After the baggage is received by the carrier, the agreement starts and the cargo is under the care, supervision and maintenance of the carrier, starting from the airport of departure to the airport of destination. [7]

Baggage in air transportation is divided into 2 (two), namely "checked baggage and cabin baggage. Registered baggage according to Article 1 number 23 of Law Number 1 of 2009 concerning Aviation is passenger goods submitted by passengers to carriers to be transported by the same aircraft, while cabin baggage according to Article 1 number 24 of Law Number 1 of 2009 concerning Aviation are goods carried by passengers and are under the passenger's own control.

As explained by Herbert van Leeuwen that the baggage transfer process is carried out in two main parts: [8]

"The transfer process consists of two main parts, (i) the incoming and (ii) the outgoing transfer process. Subsequently, the baggage is loaded onto carts and transferred to the apron by riders."

At present the security of aircraft and passengers at airports is relatively high, but this security is not in line with the security of baggage services which are classified as low. This can be seen from the number of passengers who suffered damage and even lost their luggage, as experienced by Sonitehe Teleumbanua. Sonitehe is a user of the Wings Air *Flight* IW 1260 aircraft on September 26, 2018 at 14:25 WIB for the Kualanamu flight to Gunungsitoli, Nias. When checking in at the Wings Air counter at Kualanamu airport, Sonitehe handed over 19 kg of baggage and had made a baggage payment of Rp. 418.000,- (four hundred and eighteen thousand rupiah). The contents of the luggage that Sonitehe brought were a number of stickers for campaigning tools as candidates for the 2019-2024 North Sumatra Provincial DPRD in the Nias Islands. However, at 15:00 WIB the airline canceled the flight schedule for operational reasons to bring Binaka Airport, did not accept aircraft arrivals if it exceeded 16:00 WIB, so that all passengers were lodged in one of the hotels and will be departed again the next day on at 05:30 WIB. However, the plane encountered another problem, so it had to postpone the departure time to 06:17 WIB.

When all the passengers arrived at Binaka Airport, Nias, Sonitehe took his baggage which had previously been neatly packed. However, Sonitehe was very surprised

because his luggage had been damaged and scattered a number of campaign stickers.

From this incident, Sonitehe suffered material losses in the form of baggage that was placed in the plane's baggage in a damaged condition and immaterial losses in the form of Sonitehe's psychological disorders as a result of the flight cancellation and the failure of the Sonitehe meeting with the Plaintiff's success team in the context of succession as a Legislative Candidate on the evening of October 26, 2018. Then Sonitehe filed a lawsuit to pay material and immaterial damages of Rp. 1,000,000,000,- (one billion rupiah) to Lion Group on October 5, 2018 at the Medan District Court. Based on the decision of the Medan District Court judge in Decision Number 665/Pdt.G/2018/PN Mdn, stating that Sonitehe's lawsuit cannot be accepted because Sonitehe did not report the loss of baggage to Wings Air airline employees, in fact Sonitehe has reported it to Wings Air officers that the baggage has been damaged by carrying Case Book evidence of damaged / lost baggage reports at Medan Kualanamu airport – Gunung Sitoli Nias.

Based on this, the Medan District Court judge in adjudicating Decision Number 665/Pdt.G/2018/PN Mdn is not in accordance with Article 144 of Law Number 1 of 2009 concerning Aviation, which states that the carrier is responsible for losses suffered by passengers due to checked baggage is lost, destroyed, or damaged as a result of air transportation activities as long as the checked baggage is under the control of the carrier and Article 2 letter c of the Regulation of the Minister of Transportation Number 77 of 2011 concerning Air Transport Responsibilities which states that the carrier operating the aircraft must be responsible for the loss experienced by passengers in the form of lost and/or damaged checked baggage items. Based on the background above, it can be formulated that the problem that the researcher raises is: What is the legal protection for airline passengers in the event of baggage damage? and b How can corporate responsibility Wings Air flight on passenger baggage damages based on Law No. 1 Year 2009 on Aviation (Case Study: Medan District Court No. 665/Pdt.G/2018/PN Mdn.)?

2. METHOD

The type of research that the researcher uses is normative legal research. Normative legal research is legal research that includes research on legal principles, legal systematics, level of legal synchronization, legal history, and legal comparisons both horizontally and vertically, [9] by using a statutory approach and a case approach.

The type of data that researchers use in the research are secondary data. Secondary data or library data or known as legal materials. The legal materials are in the form of various literatures which are grouped into: Primary legal materials consist of statutory regulations, jurisprudence or court decisions and international agreements, which

consist of the Civil Code, Law Number 1 Year 2009 concerning Aviation, Ministerial Regulations Transportation of the Republic of Indonesia Number 77 of 2011 concerning Responsibilities for Air Transport and Medan District Court Decision Number 665/P dt .G/2018/PN.M dn. Secondary legal materials are legal materials that can provide an explanation of primary legal materials, which can be in the form of draft laws, research results, textbooks, scientific journals, newspapers, and internet news . Tertiary legal materials are materials that provide instructions or explanations for primary legal materials and secondary legal materials, for example such as legal dictionaries.

In this paper, the data collection technique used is literature study. while the data analysis technique used is qualitative normative analysis.

3. DISCUSSION

3.1. Legal Protection for Airline Passengers in the event of Baggage Damage

Everything related to flights has actually been regulated in the laws and regulations, including the rights of passengers regarding a sense of security and comfort in the process of carrying out flights, both direct passengers and passenger luggage called passenger baggage. However, in practice, there are still problems regarding baggage on all flights in Indonesia. Each airline company must be responsible to passengers as consumers in order to create a sense of security and achieve safety while using air transportation services. [10]

Form and implementation of legal protection for air transport consumers in the event of loss of goods in aircraft baggage. Carriage of goods, also known as baggage, is a form of airline service. [11] In this baggage service on flights, of course, things often happen that are not what the airline or passengers want, for example, there is a loss of passenger baggage. The loss that occurs to the passenger in a legal perspective is a form of violation of the law and it is the responsibility of the carrier and has been regulated in the current law.

Regarding consumer protection, it has actually been regulated based on Law Number 8 of 1999 concerning Consumer Protection, which states that all efforts to ensure legal certainty to provide consumer protection are consumer protection. However, based on the principle of *lex specialis derogat lex generalis*, because there are special rules related to aviation, namely Law no. 1 of 2009 concerning Aviation, the general rules in this matter are set aside by prioritizing specific rules, namely the Law on Aviation.

This is in line with the opinion of the resource person, Prof. Dr. HK Martono, SH, MH which states that the legal protection for loss of damage and/or loss of passenger goods placed in aircraft baggage is based on Law Number 1 of 2009 concerning Aviation. He is of the opinion that when the baggage is handed over to the airline, the value

of the goods must be stated. In the carriage of checked baggage and goods, the liability of the carrier is limited to the amount of 250 francs per kilogram, unless the consignor has made, at the time the parcel has been handed over to the carrier, a specific statement of the amount at the time of delivery and pays additional amounts as necessary. In that case the carrier is responsible for paying an amount not more than the stated amount, unless he proves to the shipper that the amount is greater than the actual amount at the time of delivery.

The purpose of checked baggage is baggage that is checked in by the passenger at the time of this check. Based on article 5 of the regulation, it is explained about the amount of compensation or compensation that must be paid by the airline in the event of loss of baggage, including: [12]

- a. Loss of checked baggage or contents of checked baggage or damaged checked baggage will be compensated in the amount of IDR 200,000 (two hundred thousand rupiah) per kg and a maximum of IDR 4,000,000 (four million rupiah) per passenger
- b. Damage to checked baggage is compensated according to the type, shape, size, and brand of checked baggage.
- c. Checked baggage is considered lost as referred to in paragraph (1), if it is not found within 14 (fourteen) calendar days from the date and time of arrival of the passenger at the destination airport.
- d. The carrier is obligated to give waiting money to passengers for checked baggage that has not been found and cannot be declared lost as referred to in paragraph (2) in the amount of Rp. 200,000 (two hundred thousand rupiah) per day for a maximum of 3 (three) calendar days.

Prof. Martono, SH, MH also argues that if what is lost is an item in cabin baggage, then based on Permenhub 77/2011 Article 4 paragraphs (1) and (2) it is explained that the airline is not responsible for losses due to loss or damage to cabin baggage. Unless the passenger can provide evidence that the loss was caused by the actions of the carrier (airline) or a person employed by the airline. If the airline accepts the evidence or based on a court decision with permanent legal force, the airline is found guilty, then the loss is determined as high as possible based on the actual loss of the passenger.

Accountability for passengers that must be carried out by airline companies is clearly regulated in the Law of the Republic of Indonesia Number 1 of 2009 concerning Aviation and is regulated more specifically in the Regulation of the Minister of Transportation no. 77 of 2011 concerning Responsibilities of Air Transport Carriers (hereinafter abbreviated to Permenhub 77/2011).[13] In Article 2 letter c of the Minister of Transportation Regulation 77/2011 that the carrier operating the aircraft must be responsible for the loss suffered by the passenger in the form of lost and/or damaged checked baggage.

In filing the lawsuit, it must also be accompanied by air transportation documents as stated in Article 150 of Law No. 1 of 2009 concerning Aviation, air transportation documents consist of: airplane passenger tickets, airplane

boarding passes, baggage identification, letters air cargo. Settlement of disputes over losses suffered by passengers as consumers can be carried out cooperatively by the parties, both passengers as consumers and the airline as air transportation service providers.

3.2. Wings Air Airline Liability for Damage to Passenger's Baggage Based on Law Number 1 Year 2009 concerning Aviation (Case Study: Medan District Court Number 665/Pdt.G/2018/PN Mdn.)

The legal liability of airlines as regulated in the Warsaw Convention 1929 has applied the concept of presumption of guilt. According to the concept of *presumption of liability*, the airline company is deemed guilty (*presume*), so that the company as a defendant by law must pay for the losses suffered by the passenger and/or the shipper, unless the airline proves his innocence (reverse burden of proof). In return, the company is entitled to enjoy the limit on the amount of compensation as stipulated in the 1929 Warsaw Convention.[14]

In the world of international aviation, it is also regulated about the provisions of the responsibility of airlines. *Convention for the Unification of Certain Rules Relating to International Carriage by Air* which is known by the Warsaw Convention of 1929 and the Convention of 1955 has been added to the Protocol of *The Hague*, but there are still many shortcomings in this convention as the number of replacement value is too small and hurt passengers. Ordinance Air Freight *Luchtvervoer Ordinance (S.1939: 100)* states that the carrier is liable for damages and lost luggage reimbursement limit specified but this rule has been equally at odds with today's economic situation. [15]

On the other hand, the responsibility of airlines in damaged or lost baggage is clearly regulated in Article 144 of Law Number 1 of 2009 concerning Aviation which states that:

"The carrier is responsible for the loss suffered by the passenger because the checked baggage is lost, destroyed, or damaged as a result of air transportation activities while the checked baggage is under the carrier's control. And in Article 168 of Law Number 1 of 2009 concerning Aviation paragraph (1), namely "The amount of compensation for each checked baggage and cargo as referred to in Article 144 and Article 145 is stipulated by a Ministerial Regulation".

Article 5 paragraph (1) Permenhub 77/2011 stipulates that the amount of compensation for checked baggage is a maximum of Rp. 200,000.00 per kilogram and a maximum of Rp. 4,000,000.00 per baggage. As for the right to sue for the loss suffered by the passenger as a result of the lost baggage expired after 2 years the baggage should have arrived at the destination, this provision is regulated in Article 177 of Law Number 1 of 2009 concerning Aviation. In Indonesia's positive law, it can also be seen in Article 1365 of the Civil Code which states that:

"Every act that violates the law and causes harm to others, obliges the person who caused the loss because of his fault to compensate for the loss."

In Article 19 of Permenhub 77/2011, "the carrier cannot be prosecuted if the missing incident is not caused by the airline, for example due to passenger negligence or the result of a third party (theft) and the airline cannot be held liable if the airline has taken the necessary actions to prevent loss, damage and other losses."

Refers to the **theory of responsibility**, where the responsibility of the carrier is the obligation of the air transportation company to compensate for the losses suffered by passengers and/or goods as well as third parties. The parties to the carriage agreement are the carrier and the shipper. The Carriage Agreement is reciprocal, meaning that both parties have the rights and obligations of the carrier party to carry out the goods and/or people safely to their destination. On the other hand, as the consignor of goods, he is obliged to pay the agreed transportation costs. Therefore, if there is a loss suffered by the passenger, the airline must be responsible in terms of *liability*. Liability here means that the airline is obliged to pay the compensation suffered by the passenger and if it breaks its promise, the airline can be sued in court.

Legal responsibilities are considered to exist since there is an engagement that gives birth to rights and obligations. According to the provisions of Article 1233 of the Civil Code, rights and obligations (commitments) originate from agreements and laws. In Article 168 paragraph (1) it is explained that if there is a loss of checked baggage, in accordance with Article 144 of Law Number 1 of 2009 concerning Aviation, which is to the detriment of passengers, the amount of compensation for each checked baggage is determined by a Ministerial Regulation. The Ministerial Regulation referred to here is the Regulation of the Minister of Transportation Number 77 of 2011 concerning Air Transport Responsibilities which examines the insurance for aircraft delays, lost baggage, and accidents.

Refers to the **theory of carriage agreement**, which is an agreement, where one party undertakes to safely carry people or goods from one place to another while the other party, undertakes to pay the cost. The provisions regarding transportation also apply in air transportation or transportation activities, in this case the carrier or airline is obliged to transport passengers safely and safely to their destination on time, and as compensation for the implementation of these obligations, the airline company gets paid as the cost of carrying out the transportation of passengers.[16]

Referring to the Medan District Court Decision Number 665/Pdt.G/2018/PN Mdn. related to the damage to the Plaintiff's luggage which contained a sticker of the Plaintiff's campaign prop as a candidate for the North Sumatra Province from the Golkar Party which was found at Binaka-Nias Airport on September 27, 2018 when previously flying Kualanamu Gunungsitoli (Nias) Flight IW 1260.

In the Medan District Court Decision Number 665/Pdt.G/2018/PN Mdn. stated:

1. The Medan District Court is not authorized to hear the a quo lawsuit;
2. To declare that the Plaintiff's claim is unacceptable (*Niet Ontvankelijk Verklaard*).

Referring to the problem of "damaged and lost baggage in the Medan District Court Decision Number 665/PDT.G/2018/PN Mdn, of course the carrier (WINGS AIR) has responsibility for the losses suffered by the passengers on the flight. This means that Indonesia already has national regulations related to the loss of baggage on domestic flights and has also ratified international conventions that regulate compensation for the same for international flights. So if an Indonesian citizen who loses baggage on a domestic or international flight has been protected by regulations regarding compensation by the airline.

According to Article 176 of Law Number 1 of 2009 concerning Aviation, passengers, owners of cabin baggage, owners of checked baggage can file a lawsuit against the carrier in a district court in the territory of Indonesia using Indonesian law. This is reiterated in Article 23 of the Minister of Transportation 77 of 2011 that the amount of compensation as regulated in this regulation does not close the opportunity for passengers, heirs, cargo recipients, or third parties to sue the carrier to a district court within the territory of the Unitary State of the Republic of Indonesia or through arbitration or other alternative dispute resolution in accordance with the provisions of laws and regulations.

The airline must provide compensation of Rp. 200 thousand per kilogram, a maximum of Rp. 4 million. Checked baggage is considered lost as referred to in paragraph (1) of Permenhub 77/2011 which examines aircraft delay insurance, lost baggage and accidents, goods are considered lost if the baggage is not found within 14 (fourteen) calendar days from the date and time of arrival passengers at the destination airport.

The carrier is obligated to give waiting money to passengers for checked baggage that has not been found and cannot be declared lost as referred to in paragraph (2) in the amount of Rp. 200,000 (two hundred thousand rupiah) per day for a maximum of 3 (three) calendar days. In Law Number 1 of 2009 concerning Aviation, it is also stated that the liability of airlines is regulated as stipulated in the Minister of Transportation Regulation 77/2011.

Based on this, the author explains the technical steps of the study on Permenhub 77/2011, particularly in Article 5 paragraph (2) which states that:

"Checked baggage is considered lost as referred to in paragraph (1), if it is not found within 14 (fourteen) calendar days from the date and time of arrival of the passenger at the airport of destination."

Basically, the airline always takes the necessary action to prevent loss and also takes the necessary action to find the passenger's checked baggage. Lost baggage is often

referred to as *mishandling* where airline officers are sometimes also not careful in arranging goods to be returned later to passengers. And many airlines have posted warnings urging passengers not to put valuables in their baggage.

In Article 19 of Permenhub 77/2011 which examines aircraft delay insurance, baggage is lost. If the airline has taken the necessary action to prevent the loss, and it turns out that the loss occurred due to the passenger's own negligence, or a third party factor/theft, in this case the carrier cannot be prosecuted because the incident of loss that occurred was proven not to be the fault of the carrier airlines.

For the *mishandling* factor, from the description above, "it can be categorized as several factors of negligence on the part of the airline/ *mishandling* in carrying out the transportation of passengers' checked baggage. Some of the *mishandling* factors are as follows:

1. Negligence in arranging baggage in the aircraft trunk
2. Negligence in picking up items in the plane's baggage / lack of thoroughness of officers.
3. Error in include *Airwaybill* inclusion of data.

Airway bill is important, in this study an error or omission by Wings Air in including *airwaybill* data can result in the checked baggage being sent at a different terminal/airport from the passenger's destination. As a result, passengers will be harmed if this happens. In the principle of *presumption liability*, it is stated that the carrier will be free from responsibility if he has taken the necessary actions to prevent it. This principle is stated in Article 168 of the Republic of Indonesia Law Number 1 of 2009 concerning Aviation and also Article 5 of the Minister of Transportation Regulation 77/2011. [17]

The point is that the responsibility of airlines in damaged or lost baggage is regulated in Article 144 of Law Number 1 of 2009 concerning Aviation, namely the carrier is responsible for losses suffered by passengers because the checked baggage is lost, destroyed, or damaged caused by air transportation activities. as long as the checked baggage is in the custody of the carrier. In Article 168 paragraph (1) of Law Number 1 of 2009 concerning Aviation which states that:

"The amount of compensation for each checked baggage and cargo as referred to in Article 144 and Article 145 is determined by a Ministerial regulation."

In demanding compensation, passengers and/or shippers as well as third parties who suffer losses must have the following evidence (according to Article 21 paragraph (1) of the Minister of Transportation Regulation 77/2011), namely:

1. Related Documents evidencing as a heirs in accordance with the provisions of the legislation in force, tickets, proof of checked baggage (*claim tag*) or the letter of the charge of air (*airway bill*) and other supporting evidence and accountable.
2. Certificate from the competent authority to issue evidence of loss of life and body and/or property to third parties who have suffered losses due to aircraft operations.

As for the right to claim the loss suffered by the passenger due to the loss of the baggage, the expiration period after 2 years of the baggage should have arrived at the destination, this provision is regulated in Article 177 of Law Number 1 of 2009 concerning Aviation.

It should be understood that in filing the lawsuit, it must be accompanied by air transport documents as stated in Article 150 of Law Number 1 of 2009 concerning Aviation, air transport documents consist of: airplane passenger tickets, airplane boarding passes, baggage identification marks, air bill of lading. Settlement of disputes regarding the losses suffered by passengers as consumers can be carried out cooperatively by the parties, both passengers as consumers and the airlines as providers of air transportation services. Passengers as consumers who feel aggrieved for lost and/or damaged baggage can submit a claim to the airline as an air transportation service provider, in which passengers who experience losses have the right to choose legal remedies that will be used as dispute resolution.

The legal remedies that can be taken by passengers "to obtain compensation are non-litigation legal remedies (out-of-court settlement methods such as negotiation, mediation, conciliation, and arbitration) and litigation legal remedies (dispute resolution by filing a lawsuit to the court). In practice, the litigation process is rarely carried out in this case, because the litigation process is the last resort that is usually chosen by passengers if the non-litigation process is unable to reach an agreement.

4. CONCLUSION

Based on the things that have been described in the previous chapters, it can be concluded that:

1. Legal protection for passengers using flight services who experience damage/loss of goods, passengers can submit a claim to the airline as the provider of air transportation services, in which passengers who experience losses have the right to choose legal remedies that will be used as dispute resolution. The legal remedies that can be taken by passengers to get compensation are non-litigation legal remedies (out-of-court settlement methods such as negotiation, mediation, conciliation, and arbitration) and litigation legal remedies (dispute resolution by filing a lawsuit to the court).
2. The responsibility of the airline Wings Air for damage to passenger baggage is based on Law Number 1 of 2009 concerning Aviation in the decision of the Medan District Court Number 665/Pdt.G/2018/PN Mdn. is divided into three types of basic concepts of legal responsibility (*legal liability concept*) each concept of legal responsibility based on fault (*liability based on fault*), legal responsibility on the basis of presumption of liability (*presumption of liability*), and absolute legal responsibility (*strict liability*). In Indonesia, laws or regulations governing the air transport of the principle of responsibility is based on

the presumption (*presumption of liability*). The reason is based on Article 144 of Law Number 1 of 2009 concerning Aviation which states that the carrier is responsible for the loss suffered by the passenger because the checked baggage is lost, destroyed or damaged caused by air transportation activities as long as the checked baggage is under the control of the carrier. The form of airline legal responsibility for loss/damage of checked baggage in air transportation is carried out by airlines by providing compensation according to Article 5 paragraph (1) of the Minister of Transportation No. 77 of 2011 concerning Air Transport Responsibilities stipulates that the amount of compensation for checked baggage is as high as possible 200.000 , 00 per kilogram and a maximum Rp.4.000.000,00 per trunk were considered quite commensurate with the value of the lost baggage belonging to passengers.

REFERENCES

- [1] H. K. Martono, *Hukum Penerbangan Berdasarkan UURI No. 1 Tahun 2009*, (Bandung: Mandar Maju, 2009), hal 3
- [2] Rustian Kamaluddin, *Ekonomi Transportasi: Karakteristik, Teori Dan Kebijakan*, (Jakarta: Ghalia Indonesia, 2003), hal. 14.
- [3] E. Saefullah Wiradipradja, *Tanggung Jawab Pengangkut dalam Hukum Pengangkutan Udara Internasional dan Nasional*, (Yogyakarta: Liberty, 1989), hal. 1.
- [4] Sigit Sapto Nugroho & Hilman Syahrial Haq, *Hukum Pengangkutan di Indonesia*, (Surakarta: Navida, 2019), hal. 7.
- [5] H. M. N. Purwosutjipto, *Pengertian Pokok-Pokok Hukum Dagang Indonesia: Hukum Pengangkutan*, (Jakarta: Djembatan, 2003), hal. 5.
- [6] Abdulkadir Muhammad, *Arti Penting dan Strategis Multimoda Pengangkutan Niaga di Indonesia dalam Perspektif Hukum Bisnis di Era Globalisasi Ekonomi*, (Yogyakarta: Genta Press, 2007), hal. 1.
- [7] Abdulkadir Muhammad. *Hukum Pengangkutan darat, laut, dan udara*, (Bandung: PT Citra Aditya Bakti, 1991), hal. 103.
- [8] Herbert van Leeuwen, et al, "Lost and Found: Predicting Airline Baggage At-risk of Being Mishandled", *Transportasi Planning Journal*, 32:651–679

- [9] Soerjono Soekanto, *Pengantar Penelitian Hukum*, Cetakan ke-3, (Jakarta: Universitas Indonesia, 1986), hal.51.
- [10] Marlinah dan Sapuan Dani, “Perlindungan Hukum Atas Hilang dan/atau Rusaknya Bagasi Penumpang dalam Pengangkutan Udara”. *Jurnal Keadilan*, FH UNIHAZ, Vol. 19 No. 1, hal. 29.
- [11] Muhammad Ferdian, “Perlindungan Konsumen atas Kehilangan atau Kehilangan Barang Bagasi Transportasi Udara”, *Jurnal Ilmiah Hukum Dirgantara–Fakultas Hukum Universitas Dirgantara Marsekal Suryadarma* | Volume 11 No. 1, September 2020, hal. 41.
- [12] Anasthasia Juliana, dkk., “Tanggung Jawab Maskapai Penerbangan Terhadap Kerugian Konsumen Selaku Penumpang atas Kehilangan dan Kerusakan Barang Tercatat (Studi Kasus PT. Lion Mentari Airlines)”, *Diponegoro Law Review*, Vol. 5 No. 2 Tahun 2016, hal. 3.
- [13] I Komang Gede Indra Dwipayana, dkk. “Tanggung Jawab Maskapai Penerbangan Terhadap Eksistensi Penumpang”, *Jurnal Analogi Hukum*, Volume 2, Nomor 1, 2020, hal. 70
- [14] H. K. Martono, *Analisis dan Evaluasi Hukum tentang Perjanjian Internasional di Bidang Perhubungan Udara*, (Jakarta, Badan Hukum Nasional Departemen Kehakiman dan HAM RI, 2004), hal. 10.
- [15] Suherman, *Tanggung Jawab Pengangkut dalam Hukum Udara Indonesia*, (Bandung, N.V Eresco, 1961), hal. 78.
- [16] R. L. Garret, R. L. “Baggage-Scanning System Minimizes Lost Luggage”. *SITA Baggage Report*, 2015, 85: 80–81.
- [17] Klaus R. Scherer, “Lost Luggage: A Field Study of Emotion–Antecedent Appraisal”, *Springer*, September 1997, p. 211-235.