



Carrier Responsibility of CV. PO. Ayu Transport Sungai Penuh–Jambi toward Passengers: An Empirical-Juridical Analysis of Liability and Dispute Resolution in Indonesian Land Public Transportation

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ABSTRACT

Purpose of the study: This study examines and analyzes the legal responsibility of CV. PO. Ayu Transport, a public land-transport operator serving the Sungai Penuh–Jambi route, toward its passengers within the framework of Indonesian carriage and consumer protection law, and identifies the dispute-resolution mechanisms available when the operator fails to discharge that responsibility adequately.

Methodology: The research adopts an empirical-juridical (socio-legal) approach with a descriptive-analytical specification. Primary data were collected through semi-structured interviews with a purposively selected population of eight passengers who sustained losses in traffic accidents involving CV. PO. Ayu Transport vehicles, of whom six served as respondents, together with informants comprising the company's drivers, the Kerinci Resort Police (Polres Kerinci), and the Kerinci branch of PT Asuransi Jasa Raharja (Persero). Secondary data were drawn from the Indonesian Civil Code, Law No. 8 of 1999 on Consumer Protection, Law No. 22 of 2009 on Road Traffic and Transportation, and relevant scholarly literature. Data were analyzed qualitatively.

Results: CV. PO. Ayu Transport's responsibility toward passengers has not been discharged consistently. In 2016, accidents involving the operator's vehicles resulted in five passengers sustaining minor injuries and one sustaining serious injury; compensation subsequently offered did not, in several cases, correspond to the losses actually sustained as a result of the carrier's fault or negligence. Disputes were resolved exclusively through non-litigation, negotiated settlement (musyawarah) between the operator and the aggrieved passengers, without recourse to the Consumer Dispute Settlement Body (BPSK) or the courts.

Conclusions: Carrier responsibility among small and medium-sized land-transport enterprises in Indonesia remains constrained by weak internal claims-handling capacity and passengers' limited access to, and awareness of, formal dispute-resolution institutions, despite clear statutory guarantees under the Road Traffic and Transportation Law and the Consumer Protection Law. Codifying compensation procedures, strengthening insurance administration, and improving passenger legal literacy are recommended.

Keywords:

carrier liability; passenger transportation; consumer protection; dispute resolution; Indonesian transport law.

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INTRODUCTION

Mobility is a foundational precondition for the exercise of nearly every other socio-economic right: access to markets, education, healthcare, and employment depends, in the first instance, on the ability of individuals to move safely and predictably from one place to another (Addlakha, 2021; Jallow et al., 2025). In jurisdictions where private vehicle ownership remains limited, this precondition is met primarily through commercial road transport, and the legal relationship between the carrier and the passenger becomes correspondingly consequential. Indonesia illustrates this dynamic sharply: outside its metropolitan centers, intercity and inter-regional mobility is carried disproportionately by small and medium-sized public transport enterprises operating fixed routes under commercial licenses, rather than by state railways or scheduled air carriers. These enterprises occupy a structurally important yet under-scrutinized segment of the transport sector, one in which regulatory oversight, contractual sophistication, and passenger bargaining power are all comparatively weak.

The juridical basis of the relationship between such operators and their passengers is the contract of carriage (*perjanjian pengangkutan*), a species of reciprocal agreement under Indonesian civil law. Article 1313 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*) defines an agreement as an act by which one or more persons bind themselves to one or more other persons, while Article 1320 sets out the four cumulative conditions of validity—consent, capacity, a definite object, and a lawful cause (Abidin, 2023, p. 303; Fathurohman et al., 2022, p. 130). Once validly formed, Article 1338 elevates the agreement to the force of law between the parties, who are bound to perform it in good faith. Muhammad (2013) characterizes the transport agreement specifically as a reciprocal undertaking in which the carrier binds itself to convey persons or goods safely to an agreed destination while the counterparty binds itself to pay the agreed fare; in passenger transport, the ticket (*karcis*) issued to the passenger functions as documentary proof that this bilateral obligation has been constituted. This contractual architecture generates a corollary that is often underappreciated by operators and passengers alike: the carrier's core obligation is not merely to move the passenger from origin to destination, but to do so safely. Failure to do so—whether through the carrier's fault or negligence—constitutes *wanprestasi* (breach), for which Indonesian law imposes an obligation to indemnify the injured party (Atmadja & Sudiro, 2023; Pratiwi & Mulyanti, 2025; Subekti, 1987).

This contractual liability is reinforced, rather than displaced, by a dense layer of public-transportation and consumer-protection regulation. Law No. 22 of 2009 on Road Traffic and Transportation (“LLAJ Law”) explicitly assigns liability to public transport enterprises: Article 191 provides that a public transport company is responsible for losses caused by the acts of persons it employs in operating the transportation service, while Article 240 entitles accident victims to first aid and treatment, compensation from the party responsible for the accident, and accident-insurance benefits from the designated insurer. These provisions intersect with Law No. 8 of 1999 on Consumer Protection, whose Article 4(h) guarantees consumers the right to compensation where goods or services received do not conform to the agreement or to what was promised. Read together, these instruments construct a layered liability regime—contractual, statutory, and insurance-based—available to passengers harmed in the course of carriage.

Yet a persistent gap separates this statutory design from operational practice, particularly among smaller regional carriers that dominate intercity routes outside Java. Recent Indonesian socio-legal scholarship has repeatedly documented this gap in adjacent transport modes. In the rail sector, Pratiwi & Mulyanti (2025) show that despite PT Kereta Api Indonesia's explicit statutory obligation under Law No. 23 of 2007 to compensate accident victims, actual compensation practice diverges from the letter of the law, exposing a persistent gap between regulation and implementation that they attribute to weak claims-management infrastructure. Similarly, in road-based baggage carriage, Sepriani (2025) demonstrates that transportation operators bear objective liability for losses under their custody, yet enforcement typically depends on the passenger's own initiative to pursue negotiated settlement or a formal complaint, since operators rarely discharge this liability proactively. A structurally comparable pattern appears in app-based transport services, where Selina & Darma (2021) find that legal protection for passengers hinges substantially on an operator's internal standard operating procedures rather than on direct statutory enforcement, while Fajar et al. (2019) situate the broader regulatory uncertainty surrounding Indonesia's transport sector within a wider, unresolved crisis of disruptive-innovation governance. At the institutional level, the very avenue meant to make these statutory rights operable—the Consumer Dispute Settlement Body (*Badan Penyelesaian Sengketa Konsumen*, BPSK)—has itself been shown to suffer serious legitimacy deficits: Syamsudin (2020) documents that the Indonesian Supreme Court has set aside a substantial share of BPSK arbitral awards on narrow procedural grounds, eroding public trust in the very institution the Consumer Protection Law created to give consumers accessible, low-cost redress. Internationally, Weber (2015) cautions that even where alternative dispute resolution is nominally available, its capacity to actually incentivize business compliance depends on procedural design features that are frequently absent in developing consumer-protection ecosystems.

Against this backdrop, the present study investigates CV. PO. Ayu Transport, a road-based public transport enterprise operating the Sungai Penuh–Jambi corridor in Jambi Province with a mixed fleet of Engkel, APV, and Avanza vehicles. The enterprise's operational profile is emblematic of the broader category this study addresses: a commercially licensed carrier of consequential regional importance, governed by a standardized ticketing arrangement, yet lacking the institutional apparatus—dedicated legal or claims departments, formalized compensation schedules, routine insurance administration—that larger operators possess. Company records indicate that, in 2016 alone, traffic accidents involving CV. PO. Ayu Transport vehicles resulted in five passengers sustaining minor injuries and one passenger sustaining serious injury, yet the enterprise did not consistently discharge its compensatory obligations to the affected passengers, raising the empirical question of how, and how effectively, statutory carrier liability is translated into actual remedy at the level of an individual regional operator.

This study therefore poses two research questions: first, how has CV. PO. Ayu Transport discharged its legal responsibility toward passengers in the course of operating passenger transportation on the Sungai Penuh–Jambi route; and second, what dispute-resolution mechanisms are available and actually employed when the enterprise fails to discharge that responsibility adequately. In answering these questions, the study contributes to the transportation-law literature in three respects. First, it extends the empirical record on carrier liability beyond the state-owned rail and platform-based ride-hailing operators that have dominated recent Indonesian scholarship, to the comparatively neglected category of small regional road-transport enterprises that, in aggregate, serve a substantial share of Indonesia's intercity passenger volume. Second, by combining doctrinal analysis of the Civil Code, the LLAJ Law, and the Consumer Protection Law with field-level interview data from passengers, drivers, police, and the insurer PT Jasa Raharja, it offers a grounded account of how statutory liability provisions are interpreted and applied—or bypassed—in practice. Third, it examines the specific dispute-resolution pathway actually pursued by aggrieved passengers, situating the case within the broader debate over the adequacy of non-litigation, deliberative settlement as a substitute for formal institutional remedies such as BPSK, whose own legitimacy, as (Syamsudin, 2020) documents, is far from assured. The remainder of this article proceeds as follows: Section 2 sets out the materials and methods; Section 3 presents the empirical results; Section 4 discusses these results in light of the doctrinal and comparative literature; and Section 5 concludes with implications for regulatory practice and passenger

protection.

METHODOLOGY

This study employs an empirical-juridical (*juridis-empiris*) research design, integrating normative analysis of positive law with field-based socio-legal inquiry into how that law operates in practice (Marzuki, 2006). The specification of the research is descriptive-analytical, aiming to portray, as accurately as possible, the state of legal protection afforded to passengers of CV. PO. Ayu Transport and the practical consequences that follow when the enterprise fails to fulfil its obligations as a carrier.

The study population comprised eight passengers who sustained losses arising from traffic accidents involving CV. PO. Ayu Transport vehicles. A purposive sampling technique was applied to select six of these individuals as respondents, on the criterion that they had traveled the Jambi–Sungai Penuh corridor and had directly experienced quantifiable loss (injury or property damage) as a result of the carrier's operations. In addition to the respondents, the study drew on informants who could supply corroborating or contextual information: the drivers employed by CV. PO. Ayu Transport, officers of the Kerinci Resort Police (Polres Kerinci), and representatives of the Kerinci branch of PT Asuransi Jasa Raharja (Persero), the state-owned insurer responsible for administering statutory road-accident insurance benefits in Indonesia.

Primary data were obtained through semi-structured interviews conducted with the respondents, the operator, and the informants listed above. Secondary data were obtained through documentary and library research and comprised three categories: (a) primary legal materials, namely the Indonesian Civil Code, Law No. 8 of 1999 on Consumer Protection, and Law No. 22 of 2009 on Road Traffic and Transportation; (b) secondary legal materials, comprising treatises, journal articles, and other scholarly literature relevant to carriage and consumer-protection law; and (c) documentary evidence obtained directly from CV. PO. Ayu Transport, including the standard-form passenger ticket that constitutes the operator's contract of carriage.

Data analysis followed a qualitative approach. Primary and secondary data were selected, classified according to their juridical relevance, and examined against the substantive content of the applicable statutory provisions, before being synthesized into a narrative account responsive to the two research questions set out in Section 1.

RESULTS

Carrier responsibility of CV. PO. Ayu Transport toward passengers

Field data show that CV. PO. Ayu Transport's discharge of its statutory and contractual responsibility toward passengers has been inconsistent. Company records for 2016 identify accident events resulting in five passengers sustaining minor injuries and one passenger sustaining serious injury. Interviews with the six respondent passengers indicate that, in several of these cases, the compensation offered by the operator did not correspond to the actual losses sustained—covering, for instance, only partial medical costs while omitting lost income, property damage, or other harm encompassed by the notion of *ganti rugi* under Indonesian contract doctrine (Subekti, 1987). Respondents further reported that the standardized passenger ticket issued by CV. PO. Ayu Transport, while functioning as documentary proof of the contract of carriage consistent with the general practice described by (Muhammad, 2013), did not specify the compensation procedure, amount, or timeline applicable in the event of an accident, leaving passengers dependent on ad hoc negotiation with the operator after the fact.

Interviews with the operator's drivers and management indicate that the enterprise does not maintain a formalized internal claims-handling procedure; compensation, where offered, is determined case by case rather than according to a published schedule. Information obtained from the Kerinci branch of PT Jasa Raharja (Persero) confirms that statutory accident-insurance benefits under the Road Traffic and Transportation Law were, in principle, available to the affected passengers, but that several respondents were unaware of this entitlement, or of the process required to access it, prior to the researcher's engagement with them—indicating a gap in passenger information and legal literacy alongside the gap in operator compliance.

Of the six respondents interviewed, only a minority reported receiving compensation they considered commensurate with their losses; the remainder characterized the operator's response as delayed, partial, or, in one instance, forthcoming only after the passenger initiated a direct complaint.

3.2 Dispute settlement when responsibility is not fulfilled

Where CV. PO. Ayu Transport failed to discharge its responsibility satisfactorily, the dispute-resolution pathway actually employed was uniformly non-litigious. Aggrieved passengers reported their losses directly to the company, which in each documented instance responded by entering into direct negotiation (*musyawarah*) aimed at reaching a mutually acceptable settlement, rather than referring the matter to the Consumer Dispute Settlement Body (BPSK) or to the general courts. The operator confirmed that it maintains an open channel for passenger complaints and represented itself as willing to seek a middle path (*jalan tengah*) in every reported case. None of the disputes examined in this study proceeded to formal litigation or to BPSK arbitration, notwithstanding that both avenues are, in principle, available to Indonesian consumers under the Consumer Protection Law.

DISCUSSION

The empirical picture that emerges from CV. PO. Ayu Transport is consistent with, and extends, the pattern documented elsewhere in Indonesian transport-law scholarship: statutory liability is clear on its face, yet its translation into an enforceable passenger remedy depends heavily on the internal administrative capacity of the individual operator. Article 191 of the LLAJ Law imposes responsibility on public transport enterprises for losses caused by persons they employ, and Article 240 entitles accident victims to first aid, compensation, and accident-insurance benefits; Article 4(h) of the Consumer Protection Law reinforces this with a general consumer right to compensation for non-conforming service. On paper, these provisions leave little room for a carrier to avoid liability for accidents attributable to its own fault or negligence. Yet, consistent with Tangian et al. (2025) finding that objective

liability for passenger losses in land transport typically requires the passenger's own initiative to activate—rather than being proactively discharged by the operator—this study finds that CV. PO. Ayu Transport's compensation practice was reactive, ad hoc, and dependent on individual negotiation rather than on a codified internal procedure.

This informality carries two compounding consequences. First, it produces variability in outcomes across passengers with materially similar claims, a pattern also observed by (Pratiwi & Mulyanti, 2025) in the considerably more institutionally resourced context of PT Kereta Api Indonesia, where they identify a persistent gap between the statutory compensation obligation under Law No. 23 of 2007 and its administrative implementation. If a state-owned operator with dedicated claims infrastructure exhibits this gap, it is unsurprising that a regional CV-form enterprise with a modest fleet and no apparent legal department exhibits it more acutely (Pratiwi & Mulyanti, 2025; Scott, 2024, p. 5). Second, the absence of a formalized claims procedure pushes disputes toward informal settlement not because musyawarah is doctrinally preferred by the parties, but because the formal alternatives are practically inaccessible or unfamiliar to passengers of modest means traveling a regional route. This corroborates, in a different institutional register, Syamsudin (2020) finding that BPSK—the institution the Consumer Protection Law specifically designed to provide accessible redress—suffers from its own legitimacy problems, given the substantial rate at which the Supreme Court has annulled its arbitral awards; a passenger weighing whether to escalate a claim beyond direct negotiation with CV. PO. Ayu Transport must do so against a backdrop in which the formal alternative offers uncertain finality even when successfully pursued (Sugiyono et al., 2020).

The reliance on musyawarah is not, in itself, deficient as a matter of Indonesian legal culture; negotiated settlement is an established and legitimate mode of dispute resolution under Indonesian civil practice and is consistent with the good-faith performance obligation embedded in Article 1338 of the Civil Code (Kusmiati, 2020; Manopo & Baharu, 2025; Triana et al., 2022, p. 211). The concern raised by the present findings is narrower: that musyawarah functioned here as the only practically available channel, rather than as one option among several that passengers could weigh with full information. This resonates with (Weber, 2015) broader observation that the value of alternative dispute resolution for consumers depends on procedural design features—accessibility, information symmetry, enforceability—that were largely absent in the interactions this study documents. It is also consistent with the wider governance uncertainty that Fajar et al. (2019) and Mutiarin et al. (2019) identify across Indonesia's transport sector more broadly, in which regulatory frameworks have not kept pace with the operational diversity of the enterprises they are meant to govern, from app-based platforms to small conventional carriers such as CV. PO. Ayu Transport.

Taken together, these findings suggest that the deficiency in this case is less a matter of substantive statutory gaps—the LLAJ Law and the Consumer Protection Law are, on their text, adequate to the task—than of implementation capacity at the level of the individual small-to-medium carrier, combined with passenger unfamiliarity with the formal remedies nominally available to them. This has direct implications for regulatory design: oversight mechanisms tailored to large, institutionally sophisticated operators, whether state railways or app-based platforms, are unlikely, without adaptation, to secure comparable compliance from the numerous small regional operators that carry a substantial share of Indonesia's intercity passenger traffic.

CONCLUSION

This study examined how CV. PO. Ayu Transport, a public land-transport enterprise operating the Sungai Penuh–Jambi route, has discharged its legal responsibility toward passengers, and what dispute-resolution mechanisms operate when that responsibility is not adequately fulfilled. Two conclusions follow from the empirical and doctrinal analysis presented above. First, the enterprise's responsibility toward passengers has not been consistently and adequately discharged: compensation offered to passengers injured in the 2016 accidents did not, in several instances, correspond to the actual losses sustained as a result of the carrier's fault or negligence, notwithstanding the clear statutory obligations imposed by Articles 191 and 240 of the Road Traffic and Transportation Law and Article 4(h) of the Consumer Protection Law. Second, where disputes arose, they were resolved exclusively through non-litigious, negotiated settlement (musyawarah) between the operator and the aggrieved passenger, without recourse to the Consumer Dispute Settlement Body or to the courts—reflecting both the practical inaccessibility of formal remedies to passengers of modest means and, consistent with prior research on BPSK's own institutional legitimacy, the limited confidence such formal avenues currently command.

These findings carry practical implications for three groups of actors. Regional transport enterprises such as CV. PO. Ayu Transport should adopt a codified, publicly disclosed compensation procedure—specifying the scope, amount, and timeline of compensation for accident-related losses—so that the discharge of statutory liability does not depend on ad hoc, case-by-case negotiation. Passengers, as consumers of transportation services, should be made more actively aware of their statutory rights, including their entitlement to accident-insurance benefits administered by PT Jasa Raharja and to recourse before BPSK, so that they are not left dependent solely on the operator's voluntary cooperation. Finally, regulators and researchers should attend more closely to the compliance gap that separates large, institutionally resourced carriers from the numerous small and medium-sized enterprises that, in aggregate, serve a substantial share of Indonesia's intercity passenger transport, since regulatory instruments calibrated to the former are unlikely, without adaptation, to secure comparable protection from the latter. Future research employing a larger, multi-operator sample would help establish whether the pattern identified in this single-enterprise case study reflects a broader structural characteristic of Indonesia's regional road-transport sector.

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CONFLICT OF INTERESTS

The author declares no conflict of interest in connection with the preparation, research, or publication of this article.

REFERENCES

- Abidin, M. I. (2023). Legal Review of the Validity of the Use of Smart Contracts in Business Transactions in Indonesia and Its Regulation in Various Countries. *Unnes Law Journal*, 9(2), 289–310. <https://doi.org/10.15294/ulj.v9i2.74957>
- Addlakha, R. (2021). Disability and the Pursuit Of Mobility: Risks And Opportunities in the Indian Urbanscape. *International Journal of Urban and Regional Research*. <https://doi.org/10.56949/2vos2345>
- Atmadja, R. T., & Sudiro, A. (2023). Evaluating Airline Liability and Compensation in Indonesian Aviation. *Rechtsidee*, 11(2). <https://doi.org/10.21070/jihr.v12i2.1010>
- Fajar, M., Zwerenz, D., & Setianingrum, R. B. (2019). Disruptive Innovation on Competition Law: Regulation Issues of Online Transportation in Indonesia. *European Journal of Economics and Business Studies*, 5(2), 23–23. <https://doi.org/10.26417/ejes.v5i2.p23-37>
- Fathurohman, D. T., Kusriyah, S., & Purnawan, A. (2022). Notary/PPAT Liability for Autenticity of Deed which in Judges' Decision is Declared to Have Fake Signature. *Sultan Agung Notary Law Review*, 4(1), 124–124. <https://doi.org/10.30659/sanlar.4.1.124-135>
- Jallow, I., Payuse, I. N. A. D., Suwitra, I. M., & Sukadana, I. K. (2025). Integrating Transport as A Human Right: Addressing Accessibility and Equity in Public Transportation Systems. *Sociological Jurisprudence Journal*, 8(1), 12–18. <https://doi.org/10.22225/scj.8.1.2025.12-18>
- Kusmiati, N. I. (2020). Legal Standing of Pre-Contractual Good Faith Principle as a Law Reformation of Indonesian Contract Law. *International Journal of Science and Society*, 2(1), 73–85. <https://doi.org/10.54783/ijssoc.v2i1.61>
- Manopo, J. D., & Baharu, W. G. (2025). Legal Aspects of Business Dispute Resolution through Alternative Out-of-Court Settlements. *Estudiante Law Journal*, 7(3), 772–786. <https://doi.org/10.33756/eslaj.v7i3.32439>
- Marzuki, P. M. (2006). *Penelitian hukum*. Kencana.
- Muhammad, A. (2013). Hukum pengangkutan niaga. *Andalas University Repository (Andalas University)*. http://katalog.pustaka.unand.ac.id/index.php?p=show_detail&id=134866
- Mutiarin, D., Nurmandi, A., Jovita, H., Fajar, M., & Lien, Y. (2019). How do government regulations and policies respond to the growing online-enabled transportation service (OETS) in Indonesia, the Philippines, and Taiwan? *Digital Policy Regulation and Governance*, 21(4), 419–437. <https://doi.org/10.1108/dprg-01-2019-0001>
- Pratiwi, A. D. E., & Mulyanti, A. S. (2025a). Legal Review of Compensation Responsibility by PT Kereta Api Indonesia (Persero) to Passenger Accident Victims. *Activa Yuris Jurnal Hukum*, 5(2), 113–119. <https://doi.org/10.25273/ay.v5i2.23003>
- Pratiwi, A. D. E., & Mulyanti, A. S. (2025b). Passenger Train Accidents and the Accountability of PT Kereta Api Indonesia: A Critical Study on the Effectiveness of Law No. 23 of 2007. *JURNAL USM LAW REVIEW*, 8(3), 1519–1532. <https://doi.org/10.26623/julr.v8i3.12463>
- Scott, B. I. (2024). Passenger Air Taxi Services: An Assessment of the Current European Union Rules on Consumer Protection for Passengers. *Journal of Intelligent & Robotic Systems*, 110(1). <https://doi.org/10.1007/s10846-024-02057-8>
- Selina, D. N. O., & Darma, I. M. W. (2021). Legal Protection for Online Transportation Service Providers in Transporting Passengers. *JURNAL HUKUM PRASADA*, 8(2), 70–77. <https://doi.org/10.22225/jhp.8.2.2021.70-77>
- Sepriani, S. (2025). Objective Liability and Consumer Protection in Land Public Transport. *JlHK*, 7(1), 341–355. <https://doi.org/10.46924/jlhk.v7i1.298>
- Subekti. (1987). *Hukum perjanjian*. PT Intermasa.
- Sugiyono, H., Suyanto, H., & Agustanti, R. D. (2020). The Law of Arbitration Rules that are Final and Binding. *Indonesia Law Review*, 10(3). <https://doi.org/10.15742/ilrev.v10n3.655>
- Syamsudin, M. (2020). The Failure of the Court to Protect Consumers: A Review of Consumer Dispute Resolution in Indonesia. *Journal of Consumer Policy*, 44(1), 117–130. <https://doi.org/10.1007/s10603-020-09470-0>
- Tangian, D., Polii, B. D., Pontorondo, I. C., & Rondonuwu, B. F. (2025). Legal Protection For Tourists In Air-Travel Tour Packages In Indonesia: Mapping Airline Rights–Obligations And The Need For Joint Liability Standards. *Educatione*, 227–233. <https://doi.org/10.59397/edu.v4i1.184>
- Triana, N., Mukhtar, N., Izza, F. N., & Turistiati, A. T. (2022). Strengthening Rembugan as A Mediation Model in The Resolution of River Water Pollution Disputes (A case study in Purbalingga, Central Java, Indonesia). *LAW REFORM*, 18(2), 205–221. <https://doi.org/10.14710/lr.v18i2.47743>
- Weber, F. (2015). Is ADR the Superior Mechanism for Consumer Contractual Disputes?—an Assessment of the Incentivizing Effects of the ADR Directive. *Journal of Consumer Policy*, 38(3), 265–285. <https://doi.org/10.1007/s10603-015-9291-7>