

ABSTRACT

The airline not provided the information of certain date and further information. Such actions are the airline issued a ticket not to the agreed-upon destination (London) they instead issued of a round-trip ticket JKT to/from Amsterdam without clear information to London and the exceeding of 30 days refund. Plaintiffs demands accommodation compensation as losses experienced as a result of Defendant's actions as the exceeding compensation should be under the tort lawsuit. The actions taken by Garuda can occur due to Garuda Indonesia has an exoneration clause.

This research aims to examine and explore the judge's legal reasoning between the consumer (plaintiff) and defendant (business actor) as well as to elaborate the form of liability that should be done by the business actor as the consequences violation.

The research method used in this thesis is a normative juridical method, in which this method can answer problems through data collection tools such as literature or document studies and based on applicable legal regulations. The decisions studied are Verdict No. 723/PDT/2019/PT DKI.

The result of this research is the Judge's decision in this case was considered inappropriate. Despite the contractual relationship, the Judge should still consider the elements of tort committed by the Defendant. Lawsuit based on a tort demands a return to the original state before the occurrence of the tort itself which compensation claimed by the Plaintiffs is appropriate. If basically the carrier is unable to deliver the agreed-upon destination, then the carrier is not entitled to take refuge under the rules of carriage so that its responsibilities can be exceeded. This exceedable compensation as airline's liability relates to Defendants' tort claims.

Keywords: Tort, Aviation, Legal Liability.