

Consumer Protection of Travel Package Service Users (Comparative Study of Indonesia and Sweden)

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Abstract

This study aims to analyze the comparison of consumer protection arrangements in Indonesia and Sweden which specifically aims to analyze the application of the Consumer Protection Act in the event of a violation of consumer rights in the relationship between buying and selling travel package services between business actors and consumers. Normative legal research is a method that is used in this research. By applying a statute approach and a comparative approach. This research is descriptive and data is obtained from secondary data or library research. The results of this study on comparisons related to consumer protection arrangements in Indonesia and Sweden are different in terms of the scope of the regulation where Indonesia in the Consumer Protection Law regulates consumer protection in general or not fundamentally on the type of goods or services while Sweden regulates protection according to the type of goods or services. Regarding the implementation of the Consumer Protection Law in the Didit Wijayanto and Traveloka cases in the BOGOR District Court Decision No. 123/Pdt.G/2019/PN Bgr in its implementation cannot protect consumers' rights to convenience and immaterial interests, namely losses outside of finance. Then, against the settlement of the Didit Wijayanto and Traveloka cases based on the Package Travel Act of Swedish, there are strict provisions that stipulate that for technical errors in the booking system and causing losses, consumers are entitled to compensation, both financial and non-financial.

I. Introduction

In business activities, there is a legal relationship arising from the interaction of the parties, namely business actors and consumers.¹ From the legal relationship between business actors and consumers, rights, and obligations arising from the interrelated parties. This relationship can be seen from the way of fulfilling the rights and obligations themselves. Where for the rights of business actors to be fulfilled, consumers must fulfill their obligations. On the other hand, for consumer rights to be fulfilled, business actors must fulfill their obligations. In other words, business actors

¹Abdul Rasyid Saliman, Hermansyah, and Ahmad Jalis, *Hukum Bisnis Untuk Perusahaan: Teori & Contoh Kasus* (Kencana Prenada Media Group, 2005). h. 202.

will only get their rights if they have carried out their obligations to fulfill the right of consumers to provide the needs of goods and/or services. Then, consumers get their rights if they have carried out their obligations to fulfill the rights of business actors in terms of payment following the agreement on a good and/or service. A balanced position between business actors and consumers can create healthy business activities.² However, the understanding that develops in society is that goods and/or services are produced by business actors, giving rise to the perception that consumers are parties who need business actors so there is a need for rules to protect consumers.

Consumer protection is a topic that the whole world pays attention to. *The United Nations Guidelines for Consumer Protection* (UNGCP) by the United Nations is proof that consumer protection is an important topic around the world. *The United Nations* or the international organization of the United Nations (UN) was established in 1945 with 193 Member States from around the world.³ *United Nations* is one of the international organizations that realize the existence of an unbalanced position between consumers and business actors and there are important consumer rights that must be protected. In the *objectives* section of the UNGCP, it states that consumers have *the right to access "the right of access" harmless products "non-hazardous products."*⁴ This provision forms the basis that international organizations, especially the United Nation, also consider the interests and needs of consumers. The United Nations through the United Nations Guidelines for Consumer Protection (UNGCP) seeks consumer protection. In other words, the UNGCP is a legal umbrella for consumer protection in all United Nation member states.

In section *General Principles* UNGCP mentions that "*The Member States should develop, strengthen or maintain a strong consumer protection policy...*"⁵ This provision is the basis that States belonging to the *United Nations* must protect consumers through policies by formulating laws or rules related to consumer protection. Through this policy, the *United Nations* strives for member states to participate in developing, strengthening, or maintaining consumer protection. In connection with this research, the *United Nations Guidelines for Consumer Protection* also apply to the State of Indonesia which joined as a member of the United Nations on September 28, 1950, and had withdrawn but rejoined on September 28, 1966. Indonesia has implemented *the General Principles* of the UNGCP by the *United Nation* by formulating policies to protect consumer interests through Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the Consumer Protection Law).

The Consumer Protection Law is a form of Indonesia's policy of paying attention to the dignity and dignity of consumers. Article 1 Number 1 of the Consumer Protection Law has regulated where consumer protection is a form of effort to provide legal certainty for legal protection for consumers. Consumer protection in the Consumer Protection Law is

²Abd Haris Hamid, *Hukum Perlindungan Konsumen Indonesia*, vol. 1 (Makassar: Sah Media, 2017). h. 4.

³United Nations, "About Us," accessed February 16, 2022, <https://www.un.org/en/about-us>.

⁴United United Nations Conference on Trade and Development, "United Nations Guidelines For Consumer Protections," accessed February 16, 2022, https://unctad.org/system/files/official-document/ditccplmisc2016d1_en.pdf.

⁵Ibid.

seen from the existence of an Article that regulates consumer rights, namely Article 4, and the existence of regulations related to actions that are prohibited for business actors in Articles 8 to 17. Broadly speaking, consumer rights in the Consumer Protection Law are consumers' rights to security, the right to obtain goods as promised, the right to correct information on goods and/or services, the right to protection in the event of a dispute, the right to be treated equally and the right to get compensation or replacement for inconsistency with goods and/or services. Consumers in the Consumer Protection Law can be interpreted as consumers who are broadly defined as anyone who uses goods and/or services as long as they are used for their interests without the purpose of being traded.

Goods and services today have developed following technological developments. Goods and services are currently not only limited to basic needs such as necessities, food, or clothing or supporting needs such as electronic goods or residential property. Currently, goods and services have covered the need to travel. The need to travel is packaged in the form of travel package services. Businesses offer travel packages to help consumers plan their trips well. The travel needs of the community, it is facilitated by the existence of a platform/website/application that provides services related to travel. Travel services provided include transportation services such as flight tickets and train tickets as well as accommodation services such as hotel bookings and villa bookings. The development of technology greatly affects the rapid growth of businesses in the field of tourism.⁶ Currently, reservations can be made online for people who want to travel on business or do tours/vacations. In Indonesia, various platforms provide travel services and one of these platforms is PT. Trinusa Travelindo Indonesia or can be called Traveloka. Traveloka is a company that facilitates public access to obtain services ranging from transportation, and accommodation for various activities such as *lifestyle* to financial matters online. Through the website Traveloka.com the public can choose transportation services including flight tickets, buses, trains, and various accommodations such as hotels, *homestays*, *resorts*, and villas.

The travel package service from Traveloka in question is in the form of hotel bookings and flight ticket reservations at the same time. Through booking travel packages, a legal relationship arises between business actors, namely Traveloka, and consumers, namely the people who buy the travel package services. In terms of legal relations between business actors and consumers, these activities must be based on the Consumer Protection Law. In other words, Traveloka as a business actor is a party that can be prosecuted if it is proven to have violated the rights of consumers who use travel services from the traveloka.com website and its application, namely Traveloka. The Consumer Protection Law is the basis that the State protects consumers, so if there are consumer rights that are violated, consumers can file a lawsuit for consumer protection. Then, in the event of non-fulfillment of the achievement following the agreement, a lawsuit can be filed by the consumer based on default.⁷ However, the Consumer Protection Law cannot provide certainty that there will be no violations of consumer

⁶ Lu Sudirman and Lily Haryati, "Analisis Yuridis Perlindungan Hukum Terhadap Jual Belionline Di Indonesia Dan Malaysia," *Journal of Judicial Review* 19, no. 1 (2017): 62-73.

⁷ Kristin Hutabarat and Adi Sulistiyono, "Perlindungan Hukum Atas Pembatalan Sepihak Penerbitan Dokumen Pengangkutan Elektronik Oleh Online Travel Agent," *Jurnal Privat Law* 10, no. 1 (n.d.): 13-22, <https://doi.org/10.20961/privat.v10i1.60461>.

rights. In its implementation, violations of consumer rights are difficult to prevent and not easy to resolve.⁸

In its application, the Consumer Protection Law cannot protect Didit Wijayanto Wijaya as a consumer who buys travel package services at Traveloka. The case of Didit Wijayanto Wijaya (hereinafter referred to as Didit Wijayanto) is a discrepancy in travel packages obtained on orders that have been paid to Traveloka business actors. Didit Wijayanto's case contains *unfair contracts* because the court won traveloka which includes unfair provisions for consumers in the *terms and conditions* on its website, namely in point 1 number 1.2 regarding the statement that traveloka does not guarantee that every information provided is true, accurate and is the latest information and traveloka clearly states that it does not take responsibility for any errors, interruptions and inaccurate, misleading or false information. Even though information from a product is an important thing for the fulfillment of goods and/or services following what consumers need.⁹ The judge rejected Didit Wijayanto's lawsuit as a consumer who received services not following the agreement, which is the basis that Didit Wijayanto's case contains *unfair contracts* because his aggrieved position cannot obtain travel package services that are his right as a Traveloka consumer. Didit Wijayanto booked a travel package to Thailand in the form of flight tickets and hotels. However, hotels with 242229786 Booking Numbers and 242232080 for 2 (two) room bookings at Hotel Park Eden Patong, Thailand from January 1, 2018 to January 4, 2018 were declared unregistered from the hotel. The hotel has also informed that the hotel is no longer cooperating with Traveloka.¹⁰

The discrepancy in hotel bookings caused material losses from Didit Wijayanto as a consumer up to Rp. 2,044,820,000. Based on feeling aggrieved, Didit Wijayanto filed a lawsuit with Traveloka to the Bogor District Court. In Judgment No. 123/Pdt.G/2019/PN Bgr the Panel of Judges tried to dismiss the suit of the plaintiff in its entirety. Concerning consumer protection, the panel of judges rejected Didit Wijayanto's lawsuit based on the principle of balance following Article 2 of the Consumer Protection Law. The principle of balance in question is that Traveloka has paid attention to the balance between the interests of consumers and the interests of business actors by refunding money for hotel payments and is willing to pay compensation claims with a relief of 50% of the total claim.¹¹ Through this ruling, the judge only referred to the principle of balance in deciding to override the principle of *pacta sunt servanda* which is also important to pay attention to to protect the interests of Didit Wijayanto as a consumer and the aggrieved party in this case. The principle of *pacta sunt servanda* is important to pay attention to because it is juridically contained in Article 1338 of the Civil Code and provides that the agreement applies as a law to the parties who have agreed to make it. In other words, even the judge cannot override the agreement that has been binding on Didit Wijayanto and Traveloka, the substance of

⁸ Diyan, "Perlindungan Terhadap Hak Konsumen Dan Tanggung Jawab Penyelenggara Dalam Layanan Financial Technology" (Universitas Indonesia, 2019).

⁹ Octri Florida Purba, "Tanggung Jawan Pelaku Usaha Terhadap Konsumen Dalam Jual Beli Online Di Tinjau Dari Undang-Undang Negara Republik Indonesia No 8 Tahun 1999 Tentang Perlindungan Konsumen," *Lex Privatum* 8, no. 2 (2020).

¹⁰ Direktori Putusan Mahkamah Agung Republik Indonesia, "Putusan Pengadilan Negeri Bogor PN/BOGOR 123/PDT.G/2019.BGT (2019)" (2019). h. 12-13

¹¹ *Ibid.*

which is an agreement to buy and sell travel package services. The agreement arises from the issuance of a hotel voucher sent by email as a form of travel document.¹²

In Decision Number 123/Pdt.G/2019/PN Bgr, the Panel of Judges did not accept Didit Wijayanto's lawsuit relating to violations of several articles in the Consumer Protection Law by Traveloka as well as Article 8 Paragraph (1) letter f regarding the discrepancy between the information on advertisements on the website and the condition of services in the field. If based on the provisions of Article 8 Paragraph (1) of the Consumer Protection Law, Traveloka has done what is prohibited by the Law by trading services that are not following the information on the service, namely the offer of the Park Eden Patong Hotel, Thailand on the website but in fact the Park Eden Patong Hotel, Thailand is not part of the accommodation that can be booked on the Traveloka website. However, based on the principle of balance, Traveloka is declared not to have committed any unlawful acts. Through the case of Didit Wijayanto with Decision Number 123 / Pdt.G / 2019 / PN Bgr does not rule out the possibility that there will be other consumers who can experience inconvenience in using travel package services from Traveloka. Convenience is a consumer right that has been regulated in Article 4 of the Consumer Protection Law. Thus, Article 4 becomes a legal umbrella that comfort must be obtained by consumers. Didit Wijayanto as a consumer of Traveloka users does not feel comfortable with the services provided. However, the Consumer Protection Law cannot be a legal provision that provides certainty that a lawsuit for the inconvenience felt by Didit Wijayanto or other people as consumers can be granted by a panel of judges in court. Cases like Didit Wijayanto are not new. However, until now there are no further rules governing the legal protection of consumers who use travel package services.

Unlike Indonesia, which regulates in general terms of consumer protection of travel package service users, Sweden has special rules to protect consumers who use travel package services. These protections are outlined in *the Package Travel Act*. Sweden or Sweden which is also one of the countries that also sees an imbalance of forces in the relationship between producers and consumers in the market. *The Package Travel Act* is an Act that protects consumers when purchasing travel packages.¹³ This Law also regulates the travel allowed to prevent fraud or changes in travel packages by business actors before or during the trip. *Based on Section 1 the Package Travel Act "This Act applies to package travel that traders sell or offer for sale and to linked travel arrangements that traders through mediation or otherwise facilitate the emergence of."* The travel referred to in this Act is a trip that consists of at least two different travel services and is incorporated in one package. For example, transportation services and staying at a hotel in one package.

Based on Chapter 2 of the Package Law "Before entering into a package travel agreement, the organizer shall, to the extent relevant to the travel service offered, inform the traveler of the main features of the travel services." Based on the following provisions, it can be seen that before

¹²Raras Ayundhani and Anna Maria Tri Anggraini, "Perlindungan Hukum Terhadap Konsumen Atas Ketiadaan Transparansi Informasi Di Bidang Jasa Layanan Penerbangan Studi Kasus: Putusan Mahkamah Agung Nomor 975 K/PDT/2019)," *Jurnal Hukum Adigama* 3, no. 1 (2020): 364–87, <https://doi.org/10.24912/adigama.v3i1.8906>.

¹³ Halla Konsument, "Consumer Laws," 2022, <https://www.hallakonsument.se/omrade/konsumentlagar/>.

the implementation of the travel package, the organizer, namely business actors in Sweden, must inform them regarding what is part of the travel services offered to consumers. Starting from the destination, type, and strand of travel and accommodation. Based on the provisions of consumer protection for travel package service users in Sweden in *the Package Travel Act*, it can be seen that there are differences between Indonesia and Sweden regarding consumer protection rules, especially for users of travel package services. Article 7 of the Consumer Protection Law of the Indonesian state requires business actors to provide true, clear, and honest information about goods and /or services. Sweden in *the Package Travel Act* is more specifically related to the obligation of business actors providing travel package services to provide complete information about travel package services following what is promised.

Based on this, an analysis was carried out with three points of discussion, namely how to compare related to consumer protection arrangements in Indonesia and Sweden, how the implementation of the Consumer Protection Law in the cases of Didit Wijayanto and Traveloka in the PN BOGOR Decision Number 123 / Pdt.G / 2019 PN Bgr and how to resolve the Didit Wijayanto case is reviewed based on *the Package Travel Act of Swedish* . This study aims to find out and analyze comparisons related to consumer protection, especially for consumers who use travel package services in Indonesia and Sweden. To obtain data sources, articles that have similar themes such as this research include Tri Artanto and Rizki Tri Anugrah Bhakti with research that discusses legal protection of consumers, especially online transactions of tourist trips by travel agencies with discussions based on regulations in Indonesia only.¹⁴ Then Litari Elisa Putri, Hamzah, and Yulia KW with a study that discussed the responsibility of the *travel agency* for consumer losses in the case of PT Arie Tours and the Bandar Lampung travel branch.¹⁵ Although other studies with similar themes were found, in this study there is a novelty in the discussion of the subject matter. It is different from the previous research which discussed consumer protection only based on the Consumer Protection Law, but this study also analyzed consumer protection based on the regulations of other countries, namely Sweden, to evaluate the application of the Consumer Protection Law, especially to consumers who use travel package services. The results of this study are expected to be the basis for consideration for the government, especially state institutions that form the Law that further regulations on consumer protection in Indonesia are needed.

2. Research Methods

This paper uses *normative legal research* methods, namely legal writing based on literature research.¹⁶ The type of approach applied to this research is the *Statute Approach* where this research uses a statutory approach to conduct in-depth studies and research to find norms. Then the *Comparative Approach* makes a comparison related to consumer protection, especially consumers who use travel package services in Indonesia with

¹⁴ Tri Artanto and Rizki Tri Anugrah Bhakti, "Perlindungan Hukum Terhadap Konsumen Pada Transaksi Online Perjalanan Wisata," *Petita* 3, no. 1 (2021): 14–27, <https://doi.org/10.33373/pta.v3i1.3403>.

¹⁵ Yulia Yulia Kusuma Wardani and Hamzah Hamzah, "Tanggung Jawab Perusahaan Jasa Perjalanan (Travel Agency) Terhadap Konsumennya (Studi Pada PT Arie Tours Dan Travel Cabang Bandar Lampung)," *Pactum Law Journal* 1, no. 02 (2018): 111–19.

¹⁶ Bambang Sunggono, "Metodologi Penelitian Hukum, Cetakan Ke-14, PT," *Raja Grafindo Persada, Jakarta*, 2013. h. 43.

Sweden. The comparison was made to find out more about the science of law, especially consumer protection law.

By applying the nature of descriptive research and data obtained from secondary data (*Library Research*). Secondary data in this study were obtained from library materials in the form of primary legal materials from laws and regulations, official records and court decisions.¹⁷ Primary legal materials in research include Law Number 8 of 1999 concerning Consumer Protection, *The United Nations Guidelines for Consumer Protection* (UNGCP), *The Package Travel Act of Swedish* and PN BOGOR Decision Number 123 / Pdt.G / 2019 / PN Bgr. Then supported by secondary legal materials obtained from literature or legal books.

3. Results and Discussion

3.1. Comparison of Consumer Protection Arrangements in Indonesia and Sweden

3.1.1 Consumer Protection Arrangements in Indonesia

Consumer protection in Indonesia is regulated through Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the Consumer Protection Law). Against the Consumer Protection Law, the purpose of its establishment is to provide legal certainty for consumer protection while instilling awareness from business actors regarding the importance of consumers getting protection. The Consumer Protection Law is the basis that business actors must be responsible for the goods and/or services traded in order to cause comfort, security and safety to consumers and the continuity of their business following Article 3 of the Consumer Protection Law.¹⁸ Basically, business actors are responsible if there are claims for errors or omissions (*negligence*), claims due to default (*breach of warranty*) and claims based on the principle of absolute responsibility (*strict product liability*).¹⁹

The Consumer Protection Law defines Consumer Protection as an effort to ensure legal certainty for the protection of consumers following what is regulated in Article 1. Furthermore, consumers are referred to as individuals who use goods and / or services based on personal interests and not to be traded. In its implementation, the Consumer Protection Law is supported by implementing regulations, namely as follows:

1. To implement Article 29 Paragraph (5) and Article 30 of the Consumer Protection Law, a Government Regulation of the Republic of Indonesia Number 58 of 2001 concerning Guidance and Supervision of the Implementation of Consumer Protection is established.
2. To implement Article 43, the Government Regulation of the Republic of Indonesia Number 4 of 2019 concerning the National Consumer Protection Agency is stipulated.
3. To implement Article 44 Paragraph (4) stipulated the Government Regulation of the Republic of Indonesia Number 59 of 2001 concerning Non-Governmental Consumer Protection Institutions.

¹⁷ M B A Riduwan, "Dasar-Dasar Statistika," Bandung: Alfabeta, 2003. h. 31

¹⁸ Hamid, *Hukum Perlindungan Konsumen Indonesia*. h. 4.

¹⁹ Inosentius Samsul, *Perlindungan Konsumen: Kemungkinan Penerapan Tanggung Jawab Mutlak* (Universitas Indonesia, Fakultas Hukum, Pascasarjana, 2004). h. 45-66

4. To implement Article 53, the Decree of the Minister of Industry and Trade Number 350 of 2001 concerning the Implementation of the Duties and Authorities of the Consumer Dispute Resolution Agency was established.
5. To implement Article 54 Paragraph (4) a Decree of the Minister of Industry and Trade Number 350 of 2001 concerning the Implementation of the Duties and Authorities of the Consumer Dispute Resolution Agency was established.
6. To implement Article 60 Paragraph (3) a Decree of the Minister of Industry and Trade Number 350 of 2001 concerning the Implementation of the Duties and Authorities of the Consumer Dispute Resolution Agency was established.

Perlindungan konsumen yang diberikan melalui UU Perlindungan Konsumen berupa pengakuan atas hak sebagai konsumen dan memberikan larangan kepada pelaku usaha. Then, protection is affirmed by the responsibility of business actors if it is stated that goods and/or services from business actors cause losses to consumers following the provisions of Article 19 Paragraph (1) of the Consumer Protection Law where the Article stipulates that business actors are responsible for providing compensation as a result of damage or losses arising from the results of goods and/or services traded by business actors. Furthermore, Article 19 Paragraph (2) explains that the compensation referred to in Article 19 Paragraph (1) is compensation in the form of refunds or replacements for goods and/or services that are similar to or worth the goods and/or services that caused the loss. For its implementation, the Consumer Protection Law has a body where complaints about consumer protection are one of its important functions. The agency is the Consumer Protection Agency. The Consumer Protection Agency was established to provide advice and recommendations to the government regarding policies.

The Consumer Protection Agency was formed to have a body that oversees the implementation of laws and regulations regarding consumer protection and becomes a party that supports the development of non-governmental consumer protection institutions and in its development, the Consumer Protection Agency has the task of educating the public about consumer protection not only directly but also through information media. Then, what makes the Consumer Protection Agency an important party is because of its duty to receive complaints about consumer protection, and conduct surveys that concern consumer needs. The government through the Consumer Protection Agency is a party that can carry out supervision to ensure a balance of position between consumers and business actors so that no party is harmed.²⁰

3.1.2 Consumer Protection Arrangements in Sweden

Sweden or Sweden also sees a power imbalance in the relationship between producers and consumers in the market. "Consumer Policy" was first introduced by the Lands Organisationen (LO) which was the most influential trade union of the time. Sweden regulates consumer protection in several Acts. The laws in Sweden that protect a person as a consumer include the following:²¹

1. *The Consumer Purchase Act*

The subject matter of the Act is consumer protection against defects in the purchase of goods. *The Consumer Purchase Act* applies if the consumer has purchased a

²⁰ Nurul Fibrianti, "Penyelenggaraan Perlindungan Konsumen: Sinergi Negara, Pelaku Usaha Dan Konsumen," *Borobudur Law Review* 2, no. 2 (2020): 90–101, <https://doi.org/10.31603/burrev.3971>.

²¹ Konsument, "Consumer Laws."

product from a company. As for what is meant by goods, they are all kinds of loose goods, such as cars, food, electronic goods, clothes and animals. The Act also protects the purchase of loose goods that are second-hand goods. This Act does not apply to home purchases.

2. *The Consumer Service Act*

The substance of this Act is consumer protection against the use of a service of an enterprise. *The Consumer Service Act* is an Act that protects consumers in purchasing services from a company. As is the case of buying home renovation services or building a house or electronic repair services.

3. *Purchase Act*

The substance of this Act is consumer protection against buying and selling activities carried out by individuals. *The Purchase Act* is an Act that protects the purchase activities from individuals to other individuals or sales made by individuals to other individuals. In other words, this Act applies to the activity of buying something from or selling something to another person. This Law provides for the purchase and sale of movable goods. This Act does not apply to purchases from a company.

4. *The Package Travel Act*

The substance of this Act is consumer protection against the use of travel package services. *The Package Travel Act* is an Act that protects consumers when purchasing travel packages. This Law also regulates the travel allowed to prevent fraud or changes in travel packages by business actors before or during the trip. *Based on Section 1 of The Package Travel Act "This Act applies to package travel that traders sell or offer for sale and to linked travel arrangements that traders through mediation or otherwise facilitate the emergence of."*²² The travel referred to in this Act is a journey that consists of at least two different travel services and is incorporated into one package. For example, transportation services and staying at a hotel in one package.

5. *The Law on Distance Contracts and Contracts Outside Business Premises*

The substance of this Act is consumer protection against buying and selling over long distances. *The Law on Distance Contracts and Contracts Outside Business Premises* is an Act that protects the right of consumers to make remote purchases without meeting with buyers in person. With this Law, consumers have the right to cancel or refund if the goods received are not suitable.

6. *Marketing Act*

The substance of this Act is consumer protection against advertising. *The Marketing Act* is an Act that regulates how companies conduct marketing. This Act protects consumers from misleading or unauthorized marketing. *Based on Section 1 Marketing Act "The purpose of this Act is to promote the interests of consumers and business in connection with the marketing of products and to prevent marketing that is unfair to consumers and traders."* In other words, this Act aims to advance the interests of consumers and the business world related to product marketing.

7. *Consumer Credit Act*

The subject matter of this Act is consumer protection against credit. *The Consumer Credit Act* provides that companies cannot provide requirements related to credit

²² Sveriges Riksdag, "Paketreselag (The Package Travel Act)," n.d., https://doi.org/https://www.riksdagen.se/sv/dokument-lagar/dokument/svensk-forfattningssamling/paketreselag-20181217_sfs-2018-1217.

offers other than those provided for in the Act. *Based on Section 1 of The Consumer Credit Act "This Act applies to credit as a trader leaves or offers a consumer. The law also applies to the credit grantor offered by a consumer other than a trader If the credit is conveyed by a trader on behalf of the creditor."* This Law applies to all types of credit that the company offers such as loans, paying bills by invoice or purchasing products on credit/installments. However, this Act does not apply to loans at pawn shops or loans made by students or loans made between companies.

8. *The E-Commerce Act*

The main substance of this Act is consumer protection in the event of an online buying and selling transaction. *The E-Commerce Act* protects consumers when shopping online. This Law provides for several things that the seller must inform the buyer and what technical assistance is provided to the consumer when making a purchase.

9. *The Price Information Act*

The main substance of this Law is consumer protection of price information of a good and/or service. *The Price Information Act* is an Act that stipulates that if a consumer purchases goods and/or services, the consumer must receive true and clear information about the price or condition of the goods is.

10. *Product Safety Act*

The main substance of this Law is consumer protection against the safety of goods and/or services. *The Product Safety Act* is an Act that requires products that companies offer to consumers to be safe. To prevent dangerous goods and/or services from reaching consumers, this Law regulates several obligations that must be fulfilled by the company. *Based on Section 1 of the Product Safety Act "This Act aims to ensure that goods and services provided to consumers do not cause harm to persons."* In other words, this Act has the purpose of ensuring that the goods and/or services handed over to consumers do not cause losses. *Based on Section 7 "Goods and services provided by traders shall be safe."* Therefore, the goods and/or services provided by the merchant must be safe.

11. *Contract Term Act*

The subject matter of this Act is consumer protection against the provisions of an agreement. *The Contract Terms Act* applies when a company must enter into an agreement with a consumer as does a purchase agreement or lease agreement. This Law applies to any agreement that the company uses to offer products or services to consumers. However, this Act does not apply if the consumer has participated in the drafting of the agreement.

In the case of the body responsible for the implementation of the rules protecting the Swedish consumers established (Konsumentombudsman, KO) as the Head of the Agency who is a public official who is highly reputable and has juridical competence. Ko is responsible for (1) *Ensuring compliance with consumer protection rules*, (2) *Seeing to it that consumers have access to information and advice*, and (3) *Working for strengthening consumers' position on the market*. So if ko is defined as a public official who is entrusted to put the interests of consumers first, they have the responsibility to ensure compliance with consumer protection rules, ensure that consumers have access to information and solutions, and then work to strengthen the position of consumers. In the implementation of the Law governing the protection of consumers, Sweden established a special court, namely *the Swedish Market Court*. *Based on Section 47 of The Market Act of Swedish "Proceedings in respect of a prohibition or order under Section 23, 24 or*

25 shall be instituted at the Market Court." The Market Court was established to adjudicate cases related to the implementation of the Swedish Competition Act, the Swedish Marketing Act as well as those involving arrangements concerning consumer protection.²³

3.1.3 Comparison of Consumer Protection Arrangements in Indonesia and Sweden

Based on the results of discussions related to consumer protection arrangements in Indonesia and Sweden in general, some similarities and differences can be described as follows:

1. The similarity of the Consumer Protection Regulation system between Indonesia and Sweden can be seen in terms of regulation. Consumer protection arrangements in Indonesia and Sweden have similarities in terms of the existence of consumer protection bodies. In Indonesia, there is a Consumer Protection Agency whose function is similar to that of the Konsumentombudsman, ko in Sweden, which is equally a body that ensures compliance with regulations related to consumer protection.
2. The general difference between consumer protection arrangements in Indonesia and Sweden is the scope of the arrangements. Indonesia in the Consumer Protection Law regulates consumer protection in general or does not base on what type of goods or services consumers use but rather generalizes consumers in being users of goods and /or services while Sweden protects consumers tailored to what goods or services are used. Another difference can be found in the presence of a Court. Indonesia in resolving disputes related to consumer protection does not have a special court but becomes an integral part of the District Court while Sweden has a special court for the resolution of issues related to consumer protection, namely through *the Swedish Market Court*.

Further comparisons regarding consumer protection arrangements in Indonesia and Sweden can be specifically seen in the form of each arrangement. Although Sweden has many rules related to consumer protection, basically these rules are also regulated in Indonesia through one regulation, namely the Consumer Protection Law. As with *The Consumer Purchase Act* related to protection if there is a product defect similar to Article 8 Paragraph (2) of the Consumer Protection Law. However, there is a difference because *The Consumer Purchase Act* protects the purchase of loose goods which are used goods while Indonesia emphasizes that business actors cannot trade used goods without providing information to consumers without further regulating the protection of the purchase of used goods purchased by consumers. The *Consumer Service Act* related to consumer protection in purchasing services such as home renovation services has basically been regulated in Indonesia because related to the purchase of services is something that is equated with the purchase of goods, it can be seen with the phrase "goods and/or services" which is used in every Article in the Consumer Protection Law so that the rules of the Consumer Protection Law have regulated purchases both in the form of goods and in the form of services.

The *Purchase Act* related to consumer protection against the purchase or sale of goods to individuals includes the definition of Business Actors in the Consumer Protection

²³ Hans-W Micklitz and Geneviève Saumier, "Enforcement and Effectiveness of Consumer Law," in *Enforcement and Effectiveness of Consumer Law* (Springer, 2018), 3–45.

Law. Thus, the Consumer Protection Law has included rules related to the purchase or sale of from individuals to other individuals. The *Package Travel Act* related to consumer protection for the purchase of Indonesian travel packages does not specifically regulate it but when viewed in general travel must provide comfort, security, and safety which is following the provisions of Article 4 of the Consumer Protection Law. Then, the *Law on Distance Contracts and Contracts Outside Business Premises* related to consumer protection in the purchase of goods that do not face-to-face meet buyers can be equated with Indonesia regarding online shopping which is generally protected through the Consumer Protection Law and is specifically regulated in ITE Law Number 11 of 2008. The *Marketing Act* related to consumer protection from misleading or unauthorized marketing is similar to Indonesian rules in the Consumer Protection Law, namely Article 4 Paragraph (3) concerning the right to correct information, Article 10 concerning prohibitions for business actors who promote or advertise with incorrect or misleading statements.

Concerning price information, Sweden regulates it separately through *The Price Information Act* while Indonesia becomes an integral part of the Consumer Protection Law in Article 12 if the promotion is related to price or tariff. Then in the *Consumer Credit Act* related to consumer protection in the implementation of credit in Indonesia, this is not part of the consumer protection law but is included in the law of agreements, especially credit whose regulations are contained in the Civil Code. *The Product Safety Act* in Sweden related to consumer protection of goods and safe or non-harmful goods is a basic right protected by the Consumer Protection Law in Indonesia. Then the *Contract Terms Act* related to consumer protection in implementing agreements is the basic thing that protects the people in Indonesia not only in their position as consumers but also as agreement parties in other fields. Protection of agreements in Indonesia is contained in the Civil Code and is implemented with every law containing agreements. Concerning consumer protection in Indonesia, the protected agreements are those that contain standard clauses and can harm consumers following the provisions of Article 18 of the Consumer Protection Law.

3.2 Implementation of the Consumer Protection Law in the Case of Didit Wijayanto and PT Trinusa Travelindo (Traveloka) in PN BOGOR Decision Number 123/Pdt.G/2019/PN Bgr

Basically, Didit Wijayanto as a consumer has fulfilled the provisions of Article 5 of the Consumer Protection Law regarding consumer obligations. In this case, the consumer has fulfilled his obligation to pay for the purchase of goods and/or services following the agreement. Consumers have assumed good faith by making transactions following the procedures and prices offered by business actors. With the fulfillment of Didit Wijayanto's obligations as a consumer, the obligation of business actors arises to fulfill the agreed achievements. In other words, for the fulfillment of consumer obligations following Article 5 of the Consumer Protection Law, business actors are responsible parties if consumers experience losses caused by the condition of goods and/or services.²⁴

²⁴ Abdul Toni, "Pernyataan Penyangkalan (Disclaimer) Dalam Transaksi Jual Beli Secara Online Dan Pengaruhnya Terhadap Perlindungan Konsumen" (Universitas Indonesia, 2018).

Concerning the consumer protection aspects in the PN BOGOR Decision Number 123 / Pdt.G / 2019 / PN Bgr, the lawsuit filed by Didit Wijayanto is based on violations of the Consumer Protection Law, especially regarding actions that are prohibited for business actors. Some of the provisions that are the basis for Didit Wijayanto's lawsuit are violations in Article 8 Paragraph (1) letter f, namely about the prohibition of business actors from trading goods and/or services with inappropriate advertising or promotional information. Violations in Article 9 Paragraph (1) letter e regarding the prohibition of business actors from offering, promoting, and advertising an item and/or service incorrectly including offering goods and/or services that do not actually exist. Then a violation of Article 9 Paragraph (1) letter k regarding the prohibition on making uncertain offers, promotions, and advertising of goods and/or services. Furthermore, the lawsuit is based on Article 10 letter b regarding the prohibition for business actors to make offers, promotions, and advertising or the provision of incorrect information and statements on goods and/or services. The lawsuit is also based on a violation of Article 16 letter b regarding the prohibition for business actors not to keep the promises of a service that has been offered.

In PN BOGOR Decision No. 123/Pdt.G/2019/PN Bgr, the panel of judges rejected the plaintiff's claim in its entirety. In other words, the panel of judges also rejected the plaintiff's claim based on violations of the Consumer Protection Law, especially Article 8 Paragraph (1) letter f, Article 9 Paragraph (1) letter e, Article 9 Paragraph (1) letter k, Article 10 letter b and Article 16 letter b. Concerning the implementation of the Consumer Protection Law, the panel of judges used the provisions of Article 2 to weigh the rejection of the plaintiff's lawsuit. Article 2 of the Consumer Protection Law is a provision regarding the principle of consumer protection. The panel of judges in the decision postulated that the defendant or Traveloka business actors had sought a balance of the interests of the parties, both the interests of business actors regarding the continuity of their business and the interests of consumers by making refunds worth hotel vouchers that could not be used by consumers. Based on these considerations, it can be seen that in deciding the case of Didit Wijayanto with Traveloka, the judge refers to Article 2 of the Consumer Protection Law, especially the principle of balance. With reference only to the principle of balance, the judge overrides the principle of *pacta sunt servanda* which is also important to note. The principle of *pacta sunt servanda* is the basis for the binding of a covenant. Based on Article 1338 of the Civil Code, the valid agreement agreed by the parties applies as an Act that must be fulfilled. The principle of *pacta sunt servanda* is a form of legal certainty to the parties because the agreement is binding and protected by the Civil Code.²⁵

By waiving the principle of *pacta sunt servanda* in deciding the case of Didit Wijayanto and Traveloka, it can be said that the judge set aside the importance of the agreement formed between Didit Wijayanto as a consumer and Traveloka as a business actor. Even though Traveloka has tried to pay a 50% loss, there is a false reference to be used by winning Traveloka through the principle of balance where it is clear that in this case the interest of consumers to use Traveloka travel package services according to the agreement is not fulfilled. This can lead to similar cases with Didit Wijayanto. In other words, it is possible that Traveloka will continue to provide false information on its

²⁵Adittia Karyana and Sri Ratna Suminar, "Akibat Hukum Pelanggaran Asas Pacta Sunt Servanda Oleh Pembeli Dalam Perjanjian Jual Beli Ditinjau Dari Buku Ke III KUHPerdata," in *Bandung Conference Series: Law Studies*, vol. 2, 2022, 656–65.

website that can mislead consumers. The principle of balance should meet the interests of both business actors and consumers. However, in the case of Didit Wijayanto, his interests as a consumer to be able to use goods and/or services from business actors, namely Traveloka, were not fulfilled. The legal relationship between Didit Wijayanto and Traveloka is an agreement arising from the agreement. Didit Wijayanto as a consumer has made transactions following the procedures set by Traveloka including making payments and filling in the necessary data. Traveloka is clearly a business actor that offers services because of the issuance of hotel vouchers No. 242229786 and 242232080 Booking Numbers can only occur if Traveloka has received orders and payments made by consumers.

Transaction procedures that are carried out online because they place orders through the website result in the position of consumers can only agree to the terms and conditions made unilaterally by the business actors.²⁶ In the terms and conditions, Traveloka uses standard clauses by stating the words "we are not responsible" or in other words, Traveloka is not responsible. However, even though using the terms with the standard clause, the consumer as a party who needs services will only accept the terms without being able to negotiate with the content of the agreement so basically, the principle of balance cannot be used as a reference because consumers cannot even express their interests in the agreement. This reflects *the unfair contract* seen from Didit Wijayanto as a consumer who has agreed to the transaction procedure must experience unfairness for the rejection of a lawsuit against violations of Article 8 Paragraph (1) letter f, Article 9 Paragraph (1) letter e, Article 10 letter b and Article 16 letter b of the Consumer Protection Law which is clearly done by Traveloka, namely by trading services that are not following the information, offering, promoting and advertising goods and/or services incorrectly as if the goods and/or services were available when in fact they were not. With the inability to use the e-voucher for Hotel Park Eden Patong which was clearly issued by Traveloka, business actors do not keep their promises for a service and/or achievement.

Concerning the basis on which the judge decides based on Article 2 of the Consumer Protection Law, there are important matters that should be considered but not considered. In the explanation of Article 2 of the Consumer Protection Law, which is meant by the principle of balance where the interests of consumers and business actors run in balance. The interests in question are both material and spiritual interests. By only referring to the principle of balance regulated in Article 2 of the Consumer Protection Law, it is a tangible form that the rules for consumer protection of travel package service users in Indonesia are still general in nature. This is because the provisions in the Consumer Protection Law only pay attention to a large part of the interests of consumers, namely material interests without paying attention to the immaterial interests of consumers which are a unit of consumer interests. Immaterial interests can be interpreted as abstract consumer interests in other words, not in the form of financial interests but consumer interests to get satisfaction through meeting their needs for goods and/or services offered by business actors.²⁷

²⁶Moh Jihad Labetubun, Merry Tjoanda, and Muchtar Anshary Hamid Labetubun, "Perlindungan Hukum Konsumen Terkait Jual Beli Tiket Pesawat Secara Online," *TATOHI: Jurnal Ilmu Hukum* 1, no. 12 (2022): 1215-29.

²⁷Rr Rina Antasari, M Fauziah, and Muhamad Sadi Is, *Hukum Ekonomi Di Indonesia* (Jakarta: Prenada Media, 2020). h. 187.

Immaterial interests are closely related to consumer rights regulated in Article 4 of the Consumer Protection Law regarding the right to comfort in using goods and/or services. It's just that there are no further arrangements regarding the right to comfort referred to in the Consumer Protection Law. The right to comfort in the provisions of the Consumer Protection Law has a broad substance because it includes goods or services that are not specified by the subject. If you pay attention to the right to comfort, it can be said to be an immaterial interest because it is part of the need for consumers to obtain satisfaction with the use of goods and/or services. The absence of specific rules regarding the form of comfort that should be obtained by consumers results in gaps in the application of the Consumer Protection Law. The gap is in the form of ineffective application of the Law to cases containing immaterial interests such as the Case of Didit Wijayanto so that the immaterial interests of consumers, namely convenience in using goods and/ or services are not considered because the rules pay more attention to material interests or the amount of loss in the form of the value of money experienced by consumers.

The implementation of the Consumer Protection Law in the PN BOGOR Decision Number 123 / Pdt.G / 2019 / PN Bgr cannot protect immaterial interests, namely non-financial losses suffered by Didit Wijayanto. In the main case, Didit Wijayanto as a consumer suffered immaterial losses which were interpreted as a loss of comfort because by not being able to use hotel vouchers from Traveloka business actors, consumers had to sleep on the sofas of hotel guests for 1 (one) night and 2 (two) nights staying at homestays with minimal facilities. The Consumer Protection Law cannot protect the immaterial losses suffered by Didit Wijayanto as a consumer for the comfort and satisfaction that should be received from travel package services offered by Traveloka business actors. If based on the Civil Code immaterial damages are only given to losses in the event of a person's death following the provisions of Article 1370 of the Civil Code, injuries or defects of a person's limbs following the provisions of Article 1371 of the Civil Code and contempt following the provisions of Article 1372 of the Civil Code. However, jurisprudence agrees to the existence of compensation for immaterial losses if a person feels aggrieved for the non-acquisition of enjoyment of the tranquility of life.²⁸ This is the basis that the immaterial losses suffered by Didit Wijayanto for the inconvenience caused by business actors cannot be protected by the Consumer Protection Law.

3.3 The settlement of the case of Didit Wijayanto and PT Trinusa Travelindo is studied based on *the Package Travel Act of the Swedish*

Didit Wijayanto's lawsuit as a consumer to PT Trinusa Travelindo (hereinafter referred to as Traveloka) as the perpetrator resulted from the inability to use hotel e-vouchers with 242229786 Order Number and 242232080 Order Number. The e-voucher sent by Traveloka via email is an order for 2 (two) rooms from January 1, 2018 to January 4, 2018 at the Park Eden Patong Hotel in Thailand. However, on January 1, 2018 at around 16:30 local time when consumers registered at the *reception desk (receptionist)* the hotel said that the e-voucher owned by Didit Wijayanto could not be used or was not registered in the hotel order plus the hotel conveyed that there was no cooperation between Park Eden Patong Hotel Phuket, Thailand and the Traveloka website. Based

²⁸ Rosa Agustina et al., *Hukum Perikatan: Law of Obligations, Seri Unsur-Unsur Penyusun Bangunan Negara Hukum*, 1st ed. (Denpasar: Pustaka Larasan, 2012). h. 5.

on this, Didit Wijayanto as a consumer filed a lawsuit for violations of the Consumer Protection Law, especially violations of Article 8 Paragraph (1) letter f, Article 9 Paragraph (1) letter e, Article 10 letter b, and Article 16 letter b. The suit was tried in the Bogor District Court with Decision No. 123/Pdt.G/2019/PN Bgr.

In the decision, Traveloka submitted a defense on the exception that Traveloka had made a *refund* worth the total paid by consumers for the order of 2 (two) hotel rooms at the Park Eden Patong Hotel in Thailand. The refund was made on January 1, 2018. Traveloka processed a consumer lawsuit to compensate for immaterial losses which reached 2 billion rupiahs based on the absence of details of immaterial losses in what form resulted in the figure of 2 billion rupiahs. Then, Traveloka stated that it was willing to pay compensation according to demands but by asking for a 50% relief. Concerning consumer lawsuits for violations of the Consumer Protection Law, Traveloka denies this based on Article 2 of the Consumer Protection Law related to the principle of balance. Traveloka stated that it had paid attention to the balance of the interests of both parties, both Traveloka as a business actor and Didit Wijayanto as a consumer. Traveloka has made a *refund* and is willing to compensate for losses with a 50% waiver. Traveloka also feels that it has done good faith by offering a peace proposal in the form of round-trip flight tickets for 3 (three) people on the Jakarta-Thailand route on any flight and class including accommodation tickets for 2 (two) hotel rooms in Thailand for 5 (five) days 4 (four) nights at the hotel and any type of room.

Through Judgment No. 123/Rev.G/2019/PN Bgr the panel of judges adjudicated the subject matter of the case rejecting the plaintiff's suit in its entirety and rejecting the execution of the defendant in its entirety. If an analysis is carried out, the point of consideration for the judge is Article 2 of the Consumer Protection Law related to the principle of balance. The judge considered that the defendant had performed an obligation to make a *refund* to the plaintiff and had been willing to fulfill the damages claimed by the plaintiff even with 50% relief. That consideration is the basis for the panel of judges to reject the plaintiff's suit in its entirety. In other words, the panel of judges also rejected the plaintiff's claim to the defendant to make damages for immaterial damages suffered by the plaintiff as a consumer. The thing that becomes important to note in the results of this decision is that the legal basis used concerning consumer protection in Article 2 of the Consumer Protection Law. Thus, it is important that in this study pay attention to Article 2 of the Consumer Protection Law which regulates that consumer protection is applied with the principle of benefits, the principle of justice, the principle of balance, the principle of security and safety, and the principle of legal certainty. Then, in the explanation section of the Consumer Protection Law, the principle of balance referred to in Article 2 is for consumer protection to be held by providing a balance between the interests of consumers, business actors, and the government both in material and spiritual interests.

If you pay attention to the basis for the imposition of Article 2 of the Consumer Protection Law for the case of a consumer lawsuit for travel package service users, namely Didit Wijayanto with Traveloka as a business actor, it can be said to be too general because it is only based on the principle of balance by not paying attention to other aspects. Concerning consumers who use travel package services, it is important to pay attention to not only material losses but also immaterial losses experienced by consumers. Immaterial losses in this case are in the form of Didit Wijayanto's

dissatisfaction with the fulfillment of his needs for travel packages, namely hotel rooms booked through Traveloka. The Consumer Protection Law does not specifically protect immaterial losses felt by consumers. If you pay attention to it in general, Didit Wijayanto's dissatisfaction can be based on violations of Article 4 of the Consumer Protection Law related to consumers' right to get a sense of comfort in using goods and/or services. However, based on Article 4, even the basis for the imposition of rules for the case of Didit Wijayanto can be said to be general. Unlike the case with Sweden which has special rules to protect consumers who use travel package services through *the Package Travel Act*.

The Package Travel Act of Swedish is a special rule formed to regulate travel packages including the obligations that a person has as a travel package provider. Based on Section 3 "In the Act package travel refers to a combination of at least two different types of travel services relating to the same trip." Based on these provisions, it can be seen that the travel package referred to in *the Package Travel Act* is similar to the travel package offered by Traveloka, namely a travel package in the form of a combination of at least two different types of travel services and if it is associated with the case of Didit Wijayanto, the travel package is a combination of flight tickets and hotel accommodation. In other words, *the Package Travel Act* can be used as a reference to analyze the cases of Didit Wijayanto and Traveloka. In the Consumer Protection Law, provisions are found that regulate that consumers have the right to actual information about the condition of goods and/or services while *The Package Travel Act* has special rules regarding what information someone is entitled to obtain for a travel package service user.

Based on Chapter 2 "Before entering into a package travel agreement, the organizer shall, to the extent relevant to the travel services offered, inform the traveler of the main features of the travel services, namely (a) destination and itinerary, (b) type and standard of means of transport, (c) type, location and standard of accommodation and other features of accommodation, (d) meals included, (e) visits, excursions and other services included, (f) if any part of the package is group trip and, if possible, approximate size of the group, (g) if special language skills are required to take part in a tourist service included, (h) the suitability of the package for persons with reduced mobility and, on request, the suitability of the package for the traveler concerned; costs, or, if the costs cannot reasonably be calculated before the package travel agreement is entered into, what costs may be added." Unlike the Consumer Protection Law which regulates the right to information in general for every consumer in the field of selling any goods and/or services, *the Package Travel Act* regulates the right to information specifically for users of travel package services related to travel plans, types or standards of transportation facilities as well as the type and location of accommodation before the travel package agreement is agreed. Related to the case of Didit Wijayanto if in Indonesia business actors are required to provide special information related to travel plans before the agreement is agreed upon as stipulated in *the Package Travel Act*, then this can prevent errors in miscommunication between Traveloka and Park Eden Patong in Thailand related to cooperation in providing accommodation services. That way Didit Wijayanto will not have to experience immaterial losses for the dissatisfaction and inconvenience obtained because his e-voucher cannot be used.

In Decision No. 123/Pdt.G/2019/PN Bgr, there is no consideration related to immaterial compensation from the panel of judges because if based on the Consumer Protection Law there is no rule that confirms immaterial or non-financial losses.

Meanwhile, *the Package Travel Act* specifically stipulates that a person who books a travel package service is entitled to compensation from the party offering the service if there is a technical error in the booking system. *Based on Section 13 of The Package Travel Act* "A traveler who books a package tour is entitled to compensation from an organizer, retailer or other traders for the damage suffered by the traveler as a result of such a technical fault in a booking system for which the organizer, dealer or trader is responsible, or errors made in a booking that the organizer, retailer or trader has undertaken to make." The indemnity stipulated in *the Package Travel Act* is compensation for losses both financial and non-financial. *Based on Section 13* "The compensation covers financial loss and non-pecuniary damage as a result of the error." If it is related to the case of Didit Wijayanto, the rules in Sweden recognize immaterial losses which are non-financial losses from Didit Wijayanto. In other words, if based on *the Package Travel Act* Didit Wijayanto has a more specific legal umbrella against himself as someone who uses travel package services.

4. Conclusion

Comparison related to Consumer Protection Arrangements in Indonesia and Sweden has differences that lie in the form of laws, in Indonesia it regulates consumer protection through one regulation, namely Law Number 8 of 1999 concerning Consumer Protection while Sweden regulates consumer protection in several regulations. The implementation of the Consumer Protection Law in the Case of Didit Wijayanto and PT Trinusa Travelindo (Traveloka) in the PN BOGOR Decision Number 123 / Pdt.G / 2019 / PN Bgr is contained in the judge's decision that rejected the lawsuit based on the principle of balance in Article 2 of the Consumer Protection Law because Traveloka was willing to pay 50% of the compensation submitted by the plaintiff. However, by only paying attention to the principle of balance of judges, this decision contains *unfair contracts* because in its implementation Didit Wijayanto experienced an injustice by being rejected by rejecting a lawsuit when the interest in using hotel e-vouchers was not fulfilled. In other words, the Consumer Protection Law cannot protect its right to be comfortable using a good and/or service and cannot protect immaterial interests, namely non-financial losses experienced. The settlement of the case of Didit Wijayanto and PT Trinusa Travelindo is studied based on *the Package Travel Act of Swedish* can refer to *Chapter 2*, the error of miscommunication between Traveloka and Park Eden Patong in Thailand related to cooperation in providing accommodation services can be avoided so that Didit Wijayanto does not need to experience immaterial losses for the dissatisfaction and inconvenience obtained because his e-voucher is not can be used. Then refer to *Section 13* regarding compensation for losses both financial and non-financial, which is based on the *Package Travel Act of Swedish* losses that are the responsibility of Traveloka parties are not only material losses but also immaterial losses which are non-financial losses.

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Regulations

The Consumer Protection Law

The United Nations Guidelines for Consumer Protection