



The responsibility of PT Atosim Lampung Pelayaran (ALP) for passenger losses due to ship fires

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Abstract

Transportation particularly maritime transportation plays a significant role in Indonesia as an archipelagic country. Law No. 17 of 2008 on Shipping regulates matters related to safety, security, and the responsibilities of transportation companies, while Law No. 8 of 1999 on Consumer Protection provides additional regulations concerning the rights and obligations of business operators as carriers and consumers as passengers. The fire incident on the KM Mutiara Timur I vessel, caused by a chemical leak from one of the vehicles onboard, resulted in significant losses for the passengers. This incident highlights negligence in cargo arrangement that did not meet safety standards. The purpose of this study is to identify the forms of legal protection for passengers affected by a ship fire, to examine the responsibilities of PT Atosim Lampung Pelayaran (ALP) for passenger losses caused by a ship fire, and to explore the resolution efforts that can be undertaken by passengers in the event of a ship fire. The research methodology employed is normative juridical, using statutory and conceptual approaches by collecting primary, secondary, and non-legal materials through library research. The analysis is conducted descriptively and qualitatively with a deductive approach. The results of this study reveal that legal protection for passengers affected by the ship fire includes two types: internal and external legal protection. Internal legal protection arises from agreements, such as contracts included in ticket purchases. External legal protection derives from laws, including the Consumer Protection Law and the Shipping Law. The liability of PT Atosim Lampung Pelayaran (ALP) for passenger losses due to the ship fire is based on Articles 40 and 41 of the Shipping Law and Article 19 of the Consumer Protection Law. PT ALP is obliged to provide compensation in the form of insurance unless it can prove that the losses were not caused by its negligence. Additionally, the harbormaster plays a crucial role in supervising maritime safety in accordance with their duties, including ensuring compliance with safety standards. The principle of liability applied in this case is the "presumption of liability," wherein PT ALP is deemed responsible until it can prove otherwise. Dispute resolution efforts for passengers affected by the ship fire can be pursued through both litigation (court) and non-litigation (out-of-court) methods. Non-litigation options include mediation, conciliation, and arbitration as regulated under the Consumer Protection Law, which aim for mutually beneficial solutions (win-win solutions). If non-litigation efforts fail, the case can be brought to court.

Keywords: Transportation, carrier, passengers, responsibility

Introduction

Indonesia is an archipelagic country with a unique characteristic of being interconnected by maritime and air territories, governed by laws that ensure its rights and sovereignty. As an internationally recognized archipelagic state, Indonesia must pay special attention to global interests arising from this recognition. The United Nations Convention on the Law of the Sea (UNCLOS) 1982 regulates the management and utilization of marine resources, taking into account all aspects of life and the interests of all countries, including landlocked nations. The sea, with all its potential, plays a vital role for Indonesia in upholding laws and sovereignty within its waters ^[1]. Therefore, an efficient and effective transportation system is essential to support national objectives, in line with the mandates of Pancasila and the 1945 Constitution of the Republic of Indonesia ^[2].

Transportation, particularly sea transportation, has become the primary choice in achieving an optimal national transportation system, both for travel and goods delivery, due to its cost efficiency, speed, and extensive coverage, which enables connectivity between regions, including remote islands. Considering the importance of sea transportation, an integrated management approach within a unified national transportation system is required. Moreover, given the complexity and risks inherent in sea

transportation, legal protection for passengers and users of sea transport services is crucial. Therefore, clear and firm regulations are needed to safeguard passengers' rights, including safety, security, and the right to compensation in the event of accidents or other losses ^[3].

In accordance with UNCLOS 1982, Indonesia enacted Law No. 17 of 2008 concerning Shipping, hereinafter referred to as the Shipping Law, which regulates various aspects related to maritime traffic, including the transportation of goods and safety measures as well as law enforcement ^[4]. Article 40 of the Shipping Law states that shipping companies are responsible for the safety and security of passengers and goods being transported. Article 41, paragraph (1) of the Shipping Law specifies that the responsibility referred to in Article 40 can arise from the operation of ships, including:

- a. Death or injury to transported passengers;
- b. Destruction, loss, or damage to transported goods;
- c. Delays in the transportation of passengers and/or goods; or
- d. Third-party losses.

The provisions regarding sea transportation are also regulated in Law Number 8 of 1999 on Consumer Protection, hereinafter referred to as UUPK. The UUPK regulates the legal relationship between the carrier as the business actor and the passenger as the consumer, based on

mutual rights and obligations between both parties. According to Article 4 of the UUPK, it states that: "consumer rights include the right to comfort, security, and safety while using goods and services; the right to choose goods or services and receive them in accordance with their exchange value, condition, and the promised guarantee; the right to be treated or served fairly and honestly; as well as the right to receive compensation and reimbursement." Although the UUPK has regulated rights and obligations in sea transportation, it is often imbalanced, with passengers, as consumers, being in a more vulnerable position compared to the business actors who are more dominant^[5]. Violations of established regulations can occur due to the negligence of the passengers themselves, as well as a lack of caution on the part of the carrier. As a result, many parties suffer losses, both material and immaterial^[6]. One such case occurred on Wednesday, November 16, 2022, when a fire broke out on the KM Mutiara Timur I ship, owned by PT Atosim Lampung Pelayaran (ALP), in the waters of Gili Selang, Karangasem, Bali. The ship, which was traveling from Banyuwangi, East Java, to the Lembar Port in Lombok, was reported to have caught fire, allegedly due to a chemical leak from one of the vehicles on board, which emitted smoke and eventually caught fire^[7]. According to initial data from the Tanjungwangi Port Harbor Master Office (KSOP), KM Mutiara Timur I was carrying 236 passengers and 115 vehicles, including 68 large trucks, 27 tronton trucks, 16 small trucks, 2 sedans and MPVs, and 2 motorcycles. The evacuation process successfully saved 236 passengers and 25 crew members, but 115 vehicles were reported to have sunk as they could not be evacuated during the fire^[8].

Ship fires can occur on various types, sizes, and routes of ships under different conditions, leading to losses for both humans, the ship, and the surrounding properties. This was the case with the KM Mutiara Timur I owned by PT ALP, which is suspected to have caught fire due to issues with hazardous cargo on one of the vehicles. Several parts of the ship can lead to fires, including the ship's machinery system (main engine, auxiliary engine, pumps), fuel systems, human activities (crew and passengers), propulsion systems, the ship's electrical installation, cargo control systems, and the cargo or vehicles being transported. Ship fires often begin in containers or cargo, which can be caused by the non-declaration or incorrect declaration of hazardous materials, such as self-igniting charcoal, chemicals, and batteries. Misdeclaring cargo occurs when containers or goods are packed and stored improperly on board. Improper cargo arrangements can complicate the detection and extinguishing of fires^[9].

The fire incident on the KM Mutiara Timur I highlighted negligence in cargo handling that did not meet safety standards. A leak of chemicals from one of the vehicles caused a fire, resulting in significant losses for passengers, such as the loss of their vehicles. This revealed a gap in attention from the business operators regarding the fulfillment of passengers' and/or cargo's safety and security rights. Despite regulations such as the Consumer Protection Law (UUPK) and the Maritime Law (UU Pelayaran), their implementation has not been optimal. Therefore, the author intends to conduct further studies on the issues explained above, which will be presented in the thesis titled "The Responsibility of PT Atosim Lampung Pelayaran (ALP) for Passenger Losses Due to Ship Fires"

Research method

This research falls under the category of normative juridical research. Normative juridical research is applied in this study to examine legal norms, principles of law, legal theories, and so on by collecting and analyzing formal law, including laws and regulations, in addition to theoretical concepts from various sources of literature *Forms of Legal Protection for Passengers Due to Ship Fires*^[10]. The approach used includes the statutory approach and the conceptual approach. The statutory approach involves in-depth examination of various legal provisions relevant to the topic or issue being discussed. The conceptual approach is carried out by assessing and analyzing various doctrinal concepts that have grown and developed in legal studies, allowing the researcher to gain insights that lead to the creation of new concepts and ideas underlying the research topic. The legal materials used include primary legal materials, secondary legal materials, and non-legal materials, with the method of collecting legal materials through library research and analyzed through qualitative data interpreted using the deductive method.

Result and Discussion

Forms of Legal Protection for Passengers Due to Ship Fires

Legal protection is an effort to provide security and safeguards aimed at protecting individuals, groups, or specific objects from various threats and dangers. This protection includes efforts to deliver justice and a sense of security, especially for those who are more vulnerable or hold weaker positions in society. Legal protection imposes equal restrictions on legal subjects whose rights have been violated by other legal subjects to ensure justice, order, certainty, utility, and peace^[11]. Legal protection is essential in transportation to ensure the safeguarding of legal rights concerning the security and safety of both passengers and carriers. Transportation is a contractual agreement between the carrier and the passenger, wherein the carrier is obligated to provide safe transport of individuals or goods from one destination to another, while the sender is required to pay transportation fees. The number of passengers using sea transportation continues to increase each year, as sea transport is relatively affordable for the public and tickets are easily accessible^[12]. With the high number of passengers, PT ALP, as one of the shipping companies operating several vessels, including KM Mutiara Timur I, which sails from Tanjungwangi Port in Banyuwangi to Gilimas Lombok, plays a crucial role in providing maritime transportation facilities to ensure the safe delivery of passengers. However, despite the growing number of passengers using sea transport, there remains the possibility of negligence on the part of the carrier in implementing security and safety measures for passengers and the goods being transported. This negligence can endanger the safety and security of passengers and potentially result in significant losses.

In general in maritime transportation there are two (2) parties involved in a legal relationship. The legal relationship exists between two or more legal subjects, where one party has rights and the other has obligations. These rights and obligations relate to passengers, in their capacity as consumers, and to the service providers of transportation as business actors^[13]. This legal relationship is formed through the purchase of a sea travel ticket, so that

both parties have rights and obligations that need to be fulfilled properly. The passenger, as a consumer, agrees to pay a certain amount of money to obtain a ticket and receive transportation services to their destination, while the transportation provider is responsible for offering the service to transport passengers to their intended destination^[14].

Passengers, as consumers, and the carrier, as a business entity, both have a legal relationship regulated by the Consumer Protection Law (UUPK) and the Shipping Law. Under the UUPK, the legal relationship between passengers and the carrier is formed by rights and obligations related to their roles as consumers and business operators. This relationship is characterized by the fulfillment of reciprocal rights and obligations. According to Article 1, paragraph 2 of the UUPK, a consumer is any individual who uses goods or services available in society for personal, family, or other non-commercial purposes. Passengers, on the other hand, include both individuals and companies that utilize maritime transportation services for specific journeys, in exchange for a fee to the carrier.

Article 1, paragraph 1 of the UUPK explains that consumer protection includes various efforts made to ensure legal certainty in protecting consumers' rights. The main objective of consumer protection is also outlined in more detail in Article 3 of the UUPK. There is a legal protection theory proposed by M. Isnaeni, stating that legal protection for consumers can be categorized into two types based on their origin: internal legal protection and external legal protection^[15]. Internal legal protection refers to the protection provided within a legal relationship established through an agreement between the interested parties, in this case, between the passenger and the carrier or shipping company. Internal legal protection occurs when an agreement is made and legally binds both parties. The agreement contains contractual clauses and other terms mutually agreed upon, aimed at accommodating the interests of each party. The clauses included in the agreement may cover various matters, including provisions regarding compensation or indemnity that the parties are entitled to receive in the event of a detrimental incident.

The internal legal protection relies on the agreements recorded in the contract, which bind both parties to fulfill their rights and obligations in accordance with the terms of the contract. Internal legal protection in this context is highly dependent on the bargaining power of each party involved. When linked to the legal facts surrounding the fire incident on the KM Mutiara Timur I ship owned by PT ALP, which caused losses to passengers, the legal relationship between passengers and the carrier is established at the moment the passenger purchases a transportation ticket. The transportation ticket serves as the basis for the agreement document between the passenger and the carrier. The cargo documents referred to in maritime transportation include the Bill of Lading or Konosemen and the Manifest, as stipulated in Article 506 of the Commercial Code (KUHD). Furthermore, as explained in Article 38 paragraph 2 of the Shipping Law, every transportation agreement must be evidenced by a passenger ticket and cargo documents. The existence of these documents forms the foundation for passengers' claims to their rights and can be used as evidence in the event of disputes or incidents that harm the passengers. This strengthens the passengers' rights to demand compensation in cases of violations of the agreed terms.

Internal legal protection in the context of transportation occurs when an agreement is made between the passenger and the carrier. This agreement, for example, includes the ticket price and the facilities offered on the ship. The agreement must also be understood to encompass the rights and obligations of each party. Internal legal protection aligns with the principle of freedom of contract, where each party has the freedom to express their will according to their interests. Internal legal protection can be optimally realized if both parties have a balanced bargaining position to create a fair contract^[16].

If the concept proposed by Moch. Isnaeni is associated with the consumer's need for legal protection as passengers who suffer losses due to the fire on KM Mutiara Timur I caused by the negligence of the carrier or business operator, then the concept of internal legal protection is less appropriate. In this case, consumers are in a more vulnerable position compared to business operators, so even though the clauses in the agreement have been mutually agreed upon, the rights and obligations in the agreement may still be violated by the more powerful party. Therefore, the concept of external legal protection is more relevant to be applied to consumers as passengers in the context of maritime transportation, as external legal protection has been clearly regulated by the government through legislation.

External legal protection refers to the protection obtained through authorized authorities, where its implementation can provide legal safeguards in the form of regulations or provisions for the benefit of vulnerable groups. Rules and laws must be neutral and impartial, and they should be applied proportionally to ensure fair legal protection for all parties from the outset. The state is responsible for providing a legal framework that regulates the responsibilities of carriers, such as PT ALP, toward passengers of the KM Mutiara Timur I ship. Relevant laws, such as the Shipping Law and Consumer Protection Law (UUPK), provide the basis for external protection for passengers as consumers against potential losses and injustices that may affect one party in a contract. As stated in Article 4 paragraph (1) of the Consumer Protection Law (UUPK), consumers have the right to comfort, security, and safety when using goods and services, as well as in Article 5 of the UUPK which regulates the obligations of passengers as consumers. Meanwhile, Article 38 and Article 40 of the Shipping Law regulate the responsibility of the carrier for the safety and security of passengers and/or goods being transported. Furthermore, the rights and obligations of the transportation party as a business actor are also regulated in Article 6 and Article 7 of the UUPK. The obligations of business actors as outlined in Article 7 of the UUPK include providing accurate, clear, and honest information regarding the condition and guarantee of goods and/or services, as well as explaining the use, repair, and maintenance. Therefore, the fire incident on the KM Mutiara Timur I ship, which caused losses to passengers, such as the loss of their vehicles, is a violation of consumer rights as stated in Article 4 of the UUPK and Article 40 of the Shipping Law, and the business actor or carrier has been negligent in fulfilling their obligations.

The fire incident on the KM Mutiara Timur I was caused by a chemical leak from one of the passenger's vehicles. Fires often originate from containers or cargo, which can be caused by non-declaration or incorrect declaration of dangerous cargo, such as self-igniting charcoal, chemicals,

and batteries. This cargo declaration error occurs when containers or cargo are improperly packed aboard the ship. Hazardous cargo loading is highly risky when not managed systematically and in accordance with all relevant guidelines, such as those outlined in the International Maritime Dangerous Goods (IMDG) Code, an international regulation governing the transportation of dangerous goods by sea^[17]. In line with the IMDG Code, Indonesia has also established the Indonesian Minister of Transportation Regulation Number PM 119 of 2015, Amendment to the Indonesian Minister of Transportation Regulation Number PM 37 of 2015 concerning Passenger Service Standards for Sea Transportation, hereinafter referred to as Permenhub No. 119. This regulation provides clear guidelines for passenger terminal operators in ensuring safety and security aspects as outlined in Article 3 of Permenhub No. 119.

The fire on the KM Mutiara Timur I ship, caused by a chemical leak from one of the vehicles, revealed negligence in the declaration of cargo. Cargo or containers that are not properly packed or stored inside the ship can complicate fire detection and extinguishing efforts. This reflects the failure of the carrier to meet safety and security standards as regulated in Article 3 of Minister of Transportation Regulation No. 119.

The difficulty in detecting and extinguishing the fire due to improper cargo arrangement shows that there is still insufficient oversight of hazardous cargo, which was a key factor in the fire, and a lack of safety facilities such as inadequate firefighting equipment. This indicates the weak implementation of Article 3, paragraphs (2) and (3) of Minister of Transportation Regulation No. 119, which regulate safety and security information and facilities at terminals and on ships. Safety facilities are crucial on board, such as fire extinguishers and leak detectors, which need to be provided and function properly to prevent fires. Furthermore, stricter supervision of hazardous cargo and the application of strict sanctions against negligent operators need to be enforced.

The protection of consumers as passengers in the event of a fire on the KM Mutiara Timur I ship is clearly regulated by the Consumer Protection Law (UUPK), the Shipping Law, and the Minister of Transportation Regulation No. 119. One form of this protection can be seen in the consumer rights granted under Article 4 of the UUPK, which ensures that the rights of passengers as consumers are met. Additionally, Article 7 of the UUPK clearly outlines the obligations of business actors. Article 40 of the Shipping Law also specifies the responsibilities of the carrier regarding the safety and security of passengers and/or goods being transported, from the time passengers are onboard the ship until they reach their destination. External legal protection provides special safeguards for passengers as consumers, allowing business or transportation operators to implement these regulations when providing services to passengers aboard the KM Mutiara Timur I.

The Responsibility of PT Atosim Lampung Pelayaran (ALP) for Passenger Losses Due to Ship Fire

Responsibility is a very important aspect in transportation agreements, as it provides legal protection and guarantees security for customers using transportation services. Responsibility plays a fundamental role in ensuring that each party involved in the transportation agreement fulfills its obligations in accordance with the agreement made.

Legally, responsibility is defined as the consequence of an individual's freedom to act, which is always bound by ethical and moral principles^[18].

Civil law divides liability into two main types: fault-based liability and strict liability. Fault-based liability refers to an individual's obligation to bear the consequences of their actions based on negligence or intent. Meanwhile, strict liability refers to an individual's obligation to be responsible for damages that occur, even if there is no direct fault on their part^[19].

The carrier has full responsibility for the safety of passengers from the moment they are aboard the ship, from the departure port to the destination port. If, during sea transport, an incident occurs such as the fire on the KM Mutiara Timur I vessel, where passengers suffered significant losses due to the loss of their belongings or vehicles, passengers may file an insurance claim against the carrier involved, PT ALP. The fire on the KM Mutiara Timur I was caused by issues related to the cargo, which reflects the insufficient implementation of safety standards for passengers as outlined in Minister of Permenhub No. 119.

In relation to maritime safety, both for passengers and the ship itself, it cannot be separated from the role of the harbor master (syahbandar) because the main issue that leads to maritime accidents often starts with the neglect of procedures, or in other words, when the harbor master does not perform their duties as required. According to Article 1, number 56 of the Maritime Law, it states that the harbor master is a government official at the port appointed by the Minister, with the highest authority to execute and supervise the fulfillment of regulations to ensure the safety and security of maritime activities. Article 208 of the Maritime Law regulates the duties of the harbor master.

The port authority has both international and national legal foundations to conduct oversight and enforce laws to prevent accidents in maritime navigation. Therefore, if a violation occurs, such as the fire on the KM Mutiara Timur I vessel that resulted in significant losses for passengers, the port authority or the company may be held responsible for providing compensation in accordance with the transport contract and related documents such as the Bill of Lading.

The legal responsibility for the fire on the KM Mutiara Timur I ship is regulated in Article 40, which concerns the carrier's responsibility for the safety and security of passengers and cargo. Article 41, paragraph (1) of the Maritime Law includes the obligations of the carrier, including the harbor master, to be responsible for all consequences arising from the operation of the ship, whether material or immaterial damages. PT ALP is also required to insure its liability. In the case of the KM Mutiara Timur I fire, the passengers suffered material losses, such as the loss of their vehicles due to the fire, which led to the sinking of the KM Mutiara Timur I. The fulfillment of liability in the form of insurance aims to provide protection for those affected, especially passengers, in the event of an incident or accident involving the operated vessel. When the transportation company fails to meet the provisions outlined in Article 41, paragraph (3), the company may face legal sanctions in accordance with Article 292 of the Maritime Law. Article 19 of the Consumer Protection Law (UUPK) also states that business operators as carriers are responsible for providing compensation in the event of losses experienced by consumers as passengers. This

compensation is not only intended to reimburse the losses suffered by passengers, but it must also align with the principles contained in the law that governs the relationship between sea transport service providers and consumers, namely passengers. The compensation process, in accordance with Article 19, paragraph (1) of the UUPK, requires that the sea carrier take into account the principle of balance, which aims to equalize the rights and obligations of both parties.

The provisions of Article 40 and Article 41 of the Maritime Law and Article 19 of the Consumer Protection Law indicate the forms of responsibility of the transportation company (Liability of the Carrier) towards passengers or business actors as consumers.²⁰ The case involving the KM Mutiara Timur I ship illustrates that passengers, as consumers, have the responsibility to pay the ticket price as a form of exchange value. In return, passengers are entitled to the services promised by the carrier, which includes safe transportation from the departure point to the destination. Legal responsibility is based on several principles, which include ^[21]:

1. Liability Based on Fault states that a person can only be held accountable if it is proven that they have committed a fault, either intentional or due to negligence, which caused damage or legal consequences. In civil law, Article 1365 of the Indonesian Civil Code outlines four elements that must be met: 1) unlawful act, 2) fault of the perpetrator (whether intentional or negligent), 3) resulting damage, and 4) the link between the fault and the damage.
2. Presumption of Liability means that a defendant is considered liable for the actions attributed to them until they prove that they are not at fault.
3. Presumption of Non-Liability, which contrasts with the second principle, is only relevant within the context of limited consumer interactions.
4. Strict Liability is often equated with absolute liability. This principle is used in consumer protection laws to hold commercial entities, particularly manufacturers, accountable for harm caused to consumers.
5. Limitation of Liability is frequently used by companies as a method of exemption in contractual agreements. This principle uses a reverse burden of proof methodology, assuming the fault of a business entity in a dispute or error, until the business can demonstrate that it is not at fault.

The principles above, when related to the case described earlier, suggest that in the case involving the passengers of the KM Mutiara Timur I, the principle of presumption of liability can be applied. This means that PT ALP is presumed to always be responsible in accordance with the provisions of Article 41 paragraph (1) of the Shipping Law, unless PT ALP can prove that the losses described in Article 41 (2) letters b, c, and d were not caused by its negligence, thus allowing the shipping company to be partially or fully exempt from liability.

Regarding the principle of presumption of liability, PT ALP is considered responsible for any losses that occur during the transportation process, including both material and immaterial losses. This is because the carrier is responsible for the entire transportation process, from loading, departure, to arrival at the destination. Therefore, if the carrier is negligent in ensuring the safety of passengers, they

will be held liable for compensation. However, if the carrier can prove that the loss was not caused by their negligence, they may be exempt from the obligation to pay some or all of the compensation.²² As an example, if a passenger jumps from the ship with the intention of suicide, this incident cannot be considered as the fault of the carrier. This indicates that the carrier has fulfilled its obligations and taken preventive measures to minimize the risk of loss ^[23].

Based on the principle of presumption of liability in transportation law, the carrier's responsibility for damages resulting from incidents such as the fire on the KM Mutiara Timur I ship heavily relies on proving the factors that caused the damages. This principle states that the carrier is generally presumed to be liable for the damages suffered by passengers unless they can prove otherwise. A passenger is entitled to file a compensation claim if they suffer injury or other losses due to transportation, simply by showing that the injury was caused by the transportation. In the case of a dispute, the burden of proof lies with the carrier to demonstrate that no negligence or fault occurred on their part. Once the carrier proves this, the responsibility shifts to the passenger to prove the carrier's negligence. Therefore, the principle of presumption of liability provides significant legal protection for passengers, while ensuring a balance of responsibility between passengers and carriers in resolving any disputes that may arise.

The carrier's responsibility for damage to goods during transportation is an important aspect reflected in the carrier's obligation to provide compensation. This is clearly regulated in Article 41 of the Shipping Law and Article 19, paragraphs (1) and (2) of the Consumer Protection Law (UUPK), which state that business operators, including carriers, are obligated to compensate consumers who have been harmed. These provisions require PT ALP, as the business operator or carrier, to provide compensation in various forms, such as refunds, replacement of damaged goods or services with equivalent items, or even the provision of healthcare services and/or compensation, in accordance with applicable legal provisions. The procedure for providing compensation is not only an obligation for the carrier but also a right for consumers or parties who feel harmed.

Efforts for Resolution That Can Be Undertaken by Passengers Due to a Ship Fire

The transportation activity, particularly through sea routes, is inseparable from the possibility of disputes. Disputes themselves are inevitable events, considering that differences in opinion and conflicts between individuals often arise in daily life. The provisions in Article 45 of the Consumer Protection Law (UUPK) regulate the resolution of consumer disputes. Article 45, paragraph (2) of the UUPK stipulates that consumer complaints can be resolved through two different methods: litigation, which includes the judicial system, and non-litigation, which consists of alternatives outside the litigation process ^[24].

The term "non-litigation" refers to a conflict resolution method that does not involve the judicial system. The purpose of this strategy is to reach an agreement on the amount of compensation for property damage or loss of life caused by the fire ^[25]. Non - litigation dispute resolution is regulated under Article 47 of the Consumer Protection Law (UUPK), which states that this process aims to achieve an agreement regarding the form and amount of compensation,

as well as specific actions intended to prevent the recurrence of losses experienced by consumers.

Non-litigation is the opposite of litigation, which, in the approach of argument by analogy, refers to a method of dispute resolution conducted outside the court system. This method offers a more flexible and efficient alternative compared to court proceedings. Non-litigation emphasizes resolving disputes through peaceful processes such as negotiation, mediation, or arbitration, as well as preventing disputes through the drafting of effective and adequate contracts. This mechanism is often referred to as Alternative Dispute Resolution (ADR).

Dispute resolution in the context of consumer protection can be carried out through non-litigation channels by utilizing the competent institution, namely the Consumer Dispute Settlement Board (BPSK). According to Article 1, point 11 of the UUPK, BPSK is defined as an institution responsible for handling and resolving disputes between consumers and business operators fairly, quickly, and affordably. The existence of BPSK provides convenience for consumers who feel harmed by business operators to obtain justice without having to go through the time-consuming and costly court procedures. In cases such as the one involving passengers affected by the fire on the KM Mutiara Timur I ship, the passengers, who are consumers, were harmed by the carrier or business operator. Therefore, when passengers seek compensation from the carrier, they can submit their dispute to BPSK. This out-of-court settlement is carried out by applying three (3) main methods, namely ^[26]:

1. Mediation is one of the dispute resolution methods outside of the judicial process. It is a dispute resolution process outside the court, facilitated by BPSK as an advisor, with the involvement of a third party as a mediator to assist in resolving the dispute. Essentially, mediation is a dispute resolution approach that focuses on future solutions for the parties involved.
2. Conciliation is one of the dispute resolution methods conducted outside the judicial process with the aim of reaching a solution that is acceptable to all parties involved. In the conciliation process, the presence of a neutral third party is crucial. This third party, known as the conciliator, is responsible for facilitating communication between the disputing parties.
3. Arbitration is a dispute resolution mechanism chosen when the previously mentioned processes of mediation and conciliation fail to reach an agreement between the disputing parties. Arbitration involves a neutral third party, known as an arbitrator or arbitration panel, who examines the facts and evidence presented by each party before making a final decision.

Dispute resolution outside of court, conducted through alternative mechanisms such as mediation or arbitration, is carried out in a closed-door session. This process is implemented by maintaining the confidentiality of information held by each party involved, ensuring a sense of security and comfort for the parties to express their opinions and seek the best solutions. The main advantage of resolving disputes through non-litigation channels lies in its efficiency, as the resolution process can be completed more quickly and simply compared to court proceedings. Non-litigation dispute resolution not only avoids complex legal procedures but also ensures that the outcomes tend to be win-win solutions, benefiting both parties. Another key

benefit is the guarantee of confidentiality, ensuring that all matters discussed will not be disclosed to the public or third parties without consent. This confidentiality increases the likelihood of achieving a fair and mutually beneficial resolution ^[27].

The resolution of disputes through non-litigation methods is best carried out in a series of sequential stages, allowing each party to seek a more harmonious and efficient solution. Every dispute should first be resolved through mediation. If the mediation process fails to reach an agreement, the dispute resolution can proceed to conciliation, which serves as the next stage. However, if conciliation also fails to provide a resolution, only then should the dispute be settled through arbitration. Nevertheless, it is strongly recommended to prioritize mediation in the dispute resolution process, as mediation is one of the most promising alternative methods that can be effectively utilized by both parties.

Settlement of disputes through litigation or court proceedings is a legal process that provides an opportunity for disputing parties to resolve their conflicts through an authorized institution, namely the general court. This process allows consumer disputes to be resolved in a structured and legally recognized manner. Litigation is one of the dispute resolution methods that has been used for a long time and remains one of the most commonly applied approaches within legal systems in many countries, including Indonesia.

Furthermore, Article 48 of the Consumer Protection Law (UUPK) stipulates that consumer dispute resolution through the judicial process must adhere to the general court procedures applicable in Indonesia, while still taking into account the provisions outlined in Article 45 of the UUPK. This article emphasizes the importance of protecting consumer rights in litigation processes, ensuring that even within the general judicial framework, the dispute resolution mechanism remains aligned with fair principles and the rights of consumers protected by law.

The dispute between the passengers and the shipping company of KM Mutiara Timur I occurred due to the negligence of the shipping company in fulfilling its obligations, thus violating the provisions of the Shipping Law and the Consumer Protection Law (UUPK). This means that the dispute falls under the category of an unlawful act. The advantage of resolving disputes through litigation is that the court's decision has clear and definite legal force, is final, and provides legal certainty with a result that determines the winning and losing party (win and lose position) ^[28].

Based on the provisions of Article 46, paragraph (2), it explains the parties who can file a consumer lawsuit in court. However, there are some weaknesses in dispute resolution through the judicial process, such as the fact that resolving disputes through the court tends to take a considerable amount of time. This is because after a decision is made by the judge in the district court, the losing party still has the right to appeal to the high court. Furthermore, the losing party in the high court can file a cassation to the Supreme Court, and there is even a possibility of a judicial review if new facts related to the dispute emerge. Additionally, when a case is brought to court, the process is no longer confidential, as it may be covered by the media.

The case of the KM Mutiara Timur I ship and its passengers can be resolved through out-of-court dispute resolution (non-litigation), considering that court proceedings often take a considerable amount of time and may impose additional burdens in terms of costs and time. Therefore, many parties opt for more efficient alternative dispute resolution methods, such as mediation, conciliation, or arbitration. However, if efforts to resolve the dispute through these methods fail to reach an agreement between the involved parties, whether one party or all parties involved, they still have the right to continue the dispute resolution process through the court. This is also in line with Article 45, paragraph (4) of the Consumer Protection Law. Once the dispute is brought to court, the process is no longer confidential as it may be covered by the media.

Conclusions

1. The form of legal protection for passengers in the event of a fire on the KM Mutiara Timur I ship includes two aspects: internal and external legal protection. Internal legal protection is established through an agreement between the passengers and the carrier, which is governed by a contract and includes the rights and obligations of both parties, such as safety and compensation for damages. The ship ticket serves as proof of the agreement and the basis for the passenger's rights. Meanwhile, external legal protection is provided through government regulations, such as the Consumer Protection Law (UUPK) and the Shipping Law. External protection is regulated by legislation such as Articles 4, 5, 6, and 7 of the UUPK, which cover the rights and obligations of consumers and business actors, as well as Article 38 of the Shipping Law, which regulates the rights and obligations of the carrier and relates to safety standards for passengers, as stipulated in the Ministry of Transportation Regulation No. 119. In the case of the KM Mutiara Timur I fire, the significant losses suffered by passengers indicate negligence on the part of the carrier in providing safety standards, thus the rights of consumers as passengers need to be guaranteed through external legal protection, which is regulated by law.
2. The responsibility of PT Atosim Lampung Pelayaran (ALP) as the carrier for passenger losses due to the fire on the KM Mutiara Timur I ship is crucial in providing legal protection for passengers. In accordance with Articles 40 and 41 of the Maritime Law and Article 19 of the Consumer Protection Law, PT ALP is obligated to provide legal protection through compensation or insurance. In the case of the fire on the KM Mutiara Timur I, responsibility also involves the role of the Port Authority, which is tasked with overseeing the safety of the ship and ensuring that the sailing procedures comply with regulations. PT ALP is considered responsible based on the presumption of liability, unless it can prove that the damage was not caused by their negligence. The company is also required to provide both material and immaterial compensation in accordance with existing regulations.
3. Efforts to resolve disputes for passengers who were harmed due to the fire on the KM Mutiara Timur I ship, according to Article 45, paragraph (2) of the Consumer Protection Law (UUPK), can be done through two methods: litigation (court) and non-litigation (out-of-

court). Out-of-court resolution encourages outcomes that benefit both parties (win-win solution). The non-litigation route involves the Consumer Dispute Resolution Agency (BPSK), which acts as a special court for consumers. The case involving the KM Mutiara Timur I and its passengers can be resolved non-litigiously. However, if non-litigation methods do not result in an agreement, the parties may still pursue litigation through the court in accordance with the provisions of Articles 45 and 46 of the UUPK. Litigation provides legal certainty with a final decision, although it takes longer and involves more complex procedures. Therefore, both routes offer options for passengers to obtain legal protection and justice for the harm they have suffered.

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