



PT Agoda's legal responsibility for the Non-Compliance of Lion Air flight ticket refunds

Edi Wahjuni¹, Rhama Wisnu Wardhana¹, Nesya Wahyuning²

¹Lecturer, Faculty of Law, University of Jember, Indonesia

²Department of Law, University of Jember, Indonesia

Abstract

Agoda, as an Online Travel Agent (OTA), plays a significant role in facilitating flight ticket reservations. However, in practice, consumers may cancel their flight bookings due to unforeseen or urgent circumstances, triggering a refund process. Problems arise when the refund provided does not match the consumer's expectations or the agreed terms. A recent case involving the refund of a Lion Air flight ticket through Agoda, where the customer received only IDR 43,143 out of a total of IDR 1,248,430 despite canceling five days prior to departure, illustrates a potential violation of consumer rights. This thesis aims to examine the legal responsibility of PT Agoda in such discrepancies and analyze the dispute resolution mechanisms available to aggrieved passengers. Using a normative juridical method, supported by statutory and conceptual approaches, this study explores Agoda's obligations under Indonesian Consumer Protection Law (Law No. 8 of 1999) and the Civil Code, particularly concerning the principle of *strict liability* and default. The findings reveal that Agoda is legally responsible for compensating the consumer, and passengers may pursue dispute settlement through both non-litigation and litigation channels. Strengthening e-transaction regulations and ensuring fair treatment for consumers is crucial for upholding justice in digital commerce.

Keywords: Consumer protection, ticket refund, legal liability, PT Agoda

Introduction

People can use the internet as a platform for communication, online shopping, online transportation, and hotel or travel reservations. In these online-based technological activities, various types of offers are available, such as goods and services offered to the public. Online offers involving goods provide services through tangible physical products, whereas online offers involving services provide intangible, non-physical services.

This phenomenon is further supported by the presence of online travel agent systems, commonly referred to as OTAs, which facilitate public access to hotel room bookings and airline ticket reservations. The increasing prevalence of online travel agent-based services in society is clearly reflected through the emergence of platforms such as the Agoda application. This application offers a wide range of services, including hotel bookings, airline tickets, homestay reservations, train tickets, bus tickets, and more. The Agoda application is easily accessible via smartphones operating on both iOS and Android platforms, and it can also be accessed through its official website. The comprehensive range of services available on Agoda has earned public trust, particularly in addressing the need for air transportation. The efficiency of booking airline tickets through the Agoda platform is often chosen by users for its time-saving benefits, practical payment system, and easy accessibility.

Air transportation creates a legal relationship between two parties, namely the airline company and the passenger. This legal relationship arises due to the ticket purchasing transaction, which consequently obligates both parties to understand their respective rights and obligations in accordance with the provisions of Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the "Consumer Protection Law"). Despite the growing interest in Agoda's services, the possibility of disputes cannot be completely avoided. One such common issue

involves refund or reimbursement of payments.

Refund refers to the return of funds, which has become increasingly prevalent in the business world. The scope of a refund is inherently linked to transactions involving the sale and purchase of goods or services. The application of refund policies varies widely and is generally governed by the terms and conditions established by the service provider or seller.

For instance, in the case of airline ticket purchases, refund provisions may include a full (100%) reimbursement. However, there are also cases where only a partial refund is offered, or where the seller explicitly states that no refund policy applies. The timeframe for the refund process also varies, ranging from as short as 3 days to 60 or even 90 days, depending on the policies implemented by the seller or service provider.

A flight ticket refund refers to a condition in which a passenger receives a reimbursement after canceling a previously booked flight. The timeframe for initiating a refund can vary, ranging from a substantial period before departure to a time closer to the flight schedule. This duration significantly affects the amount refunded; the earlier the cancellation is made, the greater the refund received. Conversely, cancellations made closer to the departure time typically result in a smaller refund amount. Issues related to refunds have become increasingly problematic, particularly when the refunded amount does not align with passengers' expectations. Such discrepancies are especially evident when passengers cancel well in advance but still receive minimal compensation, leading to substantial financial losses. In addition to refund amounts, Agoda's handling of the refund process has been criticized for being slow or inadequately managed.

According to a report on the *Media Konsumen* platform, a passenger named Yohanes Heriyanto voiced a complaint regarding the significant disparity between the refund

amount he received and the original ticket price. On February 11, 2024, he planned to travel from Jakarta to Medan. On February 5, 2024, Yohanes used the Agoda application to book his flight, where he found several flight options. He ultimately selected a Lion Air ticket priced at IDR 1,248,430. After completing the payment via credit card, he received a booking code (EAZHTC) and order ID (1182306613) for the CKG-KNO flight route, along with an official e-ticket from Agoda. However, due to unforeseen circumstances, Yohanes canceled his flight and, on February 6, 2024, initiated a refund request according to Agoda's stated policy, which promised a refund within 90 days. He routinely checked the refund status, which continuously showed "refund in process" starting from February 9, 2024. As days passed without clarity, Yohanes sent a follow-up email on May 14, 2024, only to receive the same response: "still in process." Dissatisfied with the lack of progress and the fact that the refund period had already exceeded the promised timeframe, Yohanes attempted to contact Agoda's customer service. Unfortunately, the response remained unchanged. It was not until the afternoon of May 15, 2024, that he finally received an email stating that his refund had been processed — but only in the amount of IDR 43,134.00. The refund process had thus taken more than three months to complete. From a legal standpoint, Agoda's conduct in this matter may indicate a lack of good faith in fulfilling its obligations to the consumer. Such behavior potentially violates the principles of consumer protection as outlined in Indonesian law, particularly under the Consumer Protection Act (Law No. 8 of 1999).

Legal uncertainty regarding the refund of Lion Air flight tickets arises due to the lack of explicit information provided by the company concerning the refund mechanism for canceled flights. This situation reflects a legal ambiguity found in Article 10 paragraph ^[2] letter a of the Minister of Transportation Regulation Number 185 of 2015 concerning the Service Standards for Economy Class Passengers on Scheduled Domestic Commercial Air Transport. The provision stipulates that for cancellations made more than 72 hours prior to departure, the refund must be at least 75% of the basic fare. Therefore, there is a pressing need for regulation or policy that explicitly requires companies to provide clear and comprehensive information regarding flight ticket refund procedures. The absence of clarity or the presence of ambiguous information has the potential to cause financial losses, particularly for users of the Agoda platform who are passengers on the affected flights. Consequently, issues such as these must be resolved by Agoda in favor of consumers who suffer harm.

Based on the aforementioned explanation, this study focuses on addressing the following issues ^[1] What is the legal responsibility of PT Agoda in relation to the discrepancy in the refund of Lion Air flight tickets? And ^[2] What dispute resolution efforts can be undertaken by passengers who suffer losses due to the refund discrepancy of Lion Air flight tickets by PT Agoda?

Material and Methods

The research method used in this research is a normative juridical approach, which focuses on analysing applicable legal norms as the basis for addressing the legal issues under study. This method employs both statutory and conceptual approaches, examining legal provisions such as Law Number 8 of 1999 concerning Consumer Protection, the

Indonesian Civil Code (KUHPPerdata), and relevant legal theories and concepts regarding business actors' responsibilities and consumers' rights. The legal materials used in this research consist of primary legal materials, including laws and court decisions; secondary legal materials, such as legal literature, academic journals, and expert opinions; and tertiary materials or non-legal materials that provide contextual support. Data collection is conducted through library research, by reviewing and analysing legal documents and other written sources. All gathered legal materials are then analysed qualitatively to produce systematic, logical, and relevant legal arguments in order to answer the research questions presented in this study.

Results and Discussion

PT Agoda's Responsibility for Inconsistencies in Lion Air Flight Ticket Refunds

Responsibility is a mechanism that arises from a legal relationship which establishes a cause-and-effect connection. Such a legal relationship emerges from a legal event between a business actor and a consumer. The continuity and protection of this relationship are often ensured through a sales contract. In line with technological advancements, sales contracts have evolved into digital or online formats. According to Sudikno Mertokusumo, a contract is formed when one party makes an offer, and the other party gives acceptance. This process constitutes two distinct legal acts that together form a legal relationship between parties who mutually agree to create legal consequences. Yahya Harahap defines a contract as a legal relationship concerning wealth or property between two or more parties, which grants rights to one party to receive a performance and imposes obligations on the other to fulfill that performance. This "performance" refers to the object of an obligation, which may involve giving something, doing something, or refraining from doing something, as stipulated in Article 1234 of the Indonesian Civil Code (KUH Perdata).

Article 1457 of the Civil Code defines a sale and purchase agreement as a contract where one party is bound to deliver a good, and the other is bound to pay the agreed price. Subekti states that such a contract is reciprocal in nature: the seller is obliged to transfer ownership, while the buyer is required to pay the price in return.

The essential element of a sale and purchase agreement, according to Article 1458 of the Civil Code, is the mutual agreement between parties on the object and its price. This agreement remains valid even if the object has not yet been delivered or payment has not yet been made. The principle of consensualism affirms that a contract is legally binding from the moment consensus is reached, regardless of whether execution has occurred.

The term "sale and purchase" reflects two opposing yet interdependent actions, as seen in the Dutch expression *koop en verkoop*: one party sells (*verkoopt*), while the other buys (*koopt*). Two fundamental principles underlie such agreements: the principle of freedom of contract and the binding force of contracts (*pacta sunt servanda*). Although conducted through different media, online transactions essentially mirror conventional transactions. The key distinction lies in the medium: traditional transactions are paper-based, while digital transactions are paperless and rely on digital documents. These digital transactions also

involve the use of the internet and depend on users' ability to operate digital platforms.

In this case, the flight ticket purchase agreement was made between the consumer, Yohanes Heriyanto, and PT Agoda, a business entity acting as an Online Travel Agent (OTA). Agoda serves as an intermediary, offering a digital platform for online flight bookings. It also receives direct payments from consumers, meaning that the entire transaction occurs through the Agoda platform without the airline's direct involvement during the initial phase.

Consequently, the legal relationship formed is directly between the consumer and PT Agoda, not with the airline (Lion Air). Since the ticket was not purchased directly from Lion Air, the legal relationship between Yohanes Heriyanto and the airline is indirect. Thus, the main contract that governs the legal relationship in this transaction is between the consumer and Agoda as the intermediary service provider.

The binding force of an electronic contract is rooted in the principle of consensualism, as stipulated in Article 1320 of the Indonesian Civil Code. The essential validity requirements for a contract, according to Article 1320, are

1. Mutual Consent

A contract is only valid if both parties freely express their agreement, either directly or indirectly. Consent is considered invalid if given under coercion (*dwang*), mistake (*dwaling*), or fraud (*bedrog*), such as threats, misinterpretation of the object or the parties, or deliberate deception.

2. Legal Capacity of the Parties

A person is deemed legally incapable if, according to statutory provisions, they are unable to enter into a contract with full legal consequences.

3. A Definite Object

The object of the contract must at least be determinable in kind, and its quantity must be calculable, in accordance with Article 1333 of the Civil Code.

4. A Lawful Cause

The term *cause* (*causa*) refers to the purpose intended by both parties in entering into the contract. In other words, *causa* reflects the substance of the agreement itself.

The provisions set forth in Article 1320 of the Indonesian Civil Code (KUH Perdata) are reinforced by Article 18 paragraph ^[1] of the Law on Electronic Information and Transactions (ITE Law), which affirms that e-commerce transactions embodied in electronic contracts possess legally binding force for the parties involved. Additionally, Article 5 paragraphs ^[1] and ^[2] of the ITE Law stipulate that electronic information, electronic documents, and their printed results constitute an extension of valid evidence under the prevailing procedural law in Indonesia.

The principle of freedom of contract, as reflected in Articles 1338 and 1320 of the Civil Code as well as Article 18 of the ITE Law, provides space for the emergence of new forms of agreements, including those made through internet-based sales. Law Number 11 of 2008 emphasizes that electronic agreements are legally valid and binding, if mutual consent and confirmation regarding the object of the transaction have been established by both parties. Such agreement reflects the meeting of wills between the parties, which

serves as the foundation for forming a contract whether to proceed with or terminate the transaction. This principle also applies to contracts executed through electronic means, as the law prioritizes the substance of agreement over its form or medium.

In this context, a ticket purchase agreement via the Agoda platform fulfils the element of consent, since the consumer knowingly and voluntarily makes a booking and agrees to the terms and conditions set by Agoda. Both parties are legally competent to enter into a contract adult with legal capacity and legally recognized business entities. The object of the contract, namely the airline ticket, is a specific and determinable item. Meanwhile, the purpose of the agreement, which is to purchase a ticket for travel purposes, is a lawful cause under Indonesian law.

Accordingly, the binding force of such an electronic contract is grounded in the principle of commensalism, meaning that a contract becomes valid and binding once mutual consent between the parties is achieved. Even though the agreement is made online without physical interaction, its validity and enforceability remain intact in accordance with the Civil Code and the ITE Law.

The effectiveness of online sale and purchase contracts is widely preferred by the public due to their crucial role in ensuring legal certainty and dispute resolution. Consequently, both business actors and consumers must observe their respective rights and obligations. If a business actor violates the agreed contract, the act constitutes a breach of contract (*wanprestasi*). However, if no contractual relationship exists between the business actor and the consumer, such action may be classified as an unlawful act (*tort*). Therefore, consumers who suffer losses or do not receive their rightful entitlements may demand accountability from the business actor.

According to Ridwan Halim, legal responsibility is a consequential outcome of carrying out a role, whether derived from rights, obligations, or authority. In general, legal responsibility can be understood as the obligation to act or behave in accordance with applicable regulations, without deviating from established legal norms. Meanwhile, Purbacaraka asserts that legal responsibility arises from the use of facilities related to an individual's ability to exercise their rights and/or obligations. He emphasizes that every exercise of rights, obligations, or authority whether done optimally or not—still entails legal responsibility on the part of the actor.

From the perspective of Hans Kelsen, one of the most prominent legal theorists, the concept of legal responsibility (liability) is closely tied to legal obligations. He explains that a person who is legally responsible for a specific act may be subjected to sanctions if the act violates the law. The imposition of sanctions serves as a direct consequence of the legal breach committed by the individual, thereby making them liable for the legal repercussions of their actions. Generally, the principles of legal liability can be categorized as follows

1. **Liability based on fault:** This principle is commonly applied in both criminal and civil law, stipulating that a person can only be held legally accountable if proven to have committed a fault.
2. **Presumption of liability:** Under this principle, the defendant is presumed liable until they can prove

otherwise. Thus, the burden of proof lies with the defendant.

3. **Presumption of non-liability:** This principle is applied in limited contexts, especially in consumer transactions, and such limitations are generally accepted on logical grounds.
4. **Strict liability:** This principle does not require fault as a key element to establish liability. However, exceptions exist, such as force majeure events beyond the control of the parties (e.g., natural disasters). In consumer protection law, this principle is used to hold business actors liable for harm caused by their products.
5. **Limitation of liability:** Frequently included by business actors in standard agreements as an exclusion clause. If imposed unilaterally, this principle may be detrimental to consumers.

Liability is a mechanism that arises from a legal relationship that establishes a cause-and-effect connection. This legal relationship originates from a juridical event between a business actor and a consumer. The continuity and assurance of this relationship are inseparable from the existence of a sales contract. In line with the advancement of technology and modern developments, such sales contracts are increasingly conducted online. Based on Hans Kelsen's theory of legal responsibility and the aforementioned liability principles, Agoda bears legal responsibility toward consumers in ticket sale transactions it facilitates whether through fault-based liability, reverse burden of proof, or strict liability in the context of consumer protection. Agoda cannot unilaterally exclude its responsibility through one-sided contractual clauses. In cases where consumers suffer loss or damage due to the services provided, Agoda is legally obliged to offer compensation or a fair settlement.

In cases of breach of contract (*wanprestasi*), Agoda may be held liable under the principle of fault-based liability if proven negligent or in violation of the contractual terms. Furthermore, under consumer protection law, strict liability may be applied rendering Agoda responsible even in the absence of intent, as long as the consumer's loss is attributable to the services it provided.

In business practices, consumers are often positioned merely as instruments for maximizing profit by business actors. Thus, empowering consumers becomes essential through the formulation of regulations that comprehensively and cohesively protect their interests and are capable of being effectively implemented. The Consumer Protection Law (UUPK) was drafted as part of the national development philosophy, placing legal protection for consumers as a critical element in achieving holistic human development in Indonesia, grounded in the values of Pancasila and the 1945 Constitution.

The creation of the UUPK was driven by the need to uphold the dignity of consumers, with its primary aim being to enhance consumer awareness, knowledge, concern, capacity, and autonomy enabling them to protect themselves, while simultaneously encouraging business actors to adopt responsible practices in their operations. According to Az. Nasution, consumer protection law is a

subset of consumer law that contains regulatory principles and provisions aimed at safeguarding consumer interests. Consumer law itself refers to the entirety of principles and legal rules that govern relationships and issues between parties involved in goods and/or services transactions in everyday life.

Consumer protection is both a goal to be achieved and a condition to be realized. Therefore, efforts to protect consumers must be systematically designed and prepared from the outset. The objectives of consumer protection encompass efforts to establish and implement a system that supports the safeguarding of consumer rights. These goals are formulated progressively from raising awareness to full empowerment. Although structured sequentially, their realization need not follow a rigid order but rather be adapted to their urgency. For example, initiatives to improve product quality can be pursued without having to wait for full consumer awareness. Ideally, all objectives of consumer protection should be achieved simultaneously.

The legal relationship between producer and consumer occurs within the context of sale and purchase. Consumer protection constitutes an essential component of a healthy business environment. In an ethical and fair business system, there should be a balanced legal protection between consumers and producers. Any imbalance in protection risks placing consumers in a weak and vulnerable position, especially when producers control limited goods, thus creating monopolistic conditions prone to abuse. Such circumstances inevitably lead to potential consumer harm.

The legal relationship between producers and consumers in the context of sale and purchase agreements creates binding contractual obligations. In digital transactions conducted through Online Travel Agent (OTA) platforms such as Agoda, consumers are entitled to legal protection based on the principles of fairness, strict liability, and the provisions set forth in the Indonesian Civil Code (KUHPerdata) and the Consumer Protection Law (UUPK). Consumers who suffer losses due to non-compliance or unsatisfactory service delivery may claim compensation either under breach of contract (*wanprestasi*) or tort (unlawful act). A breach of contract occurs when the obligated party fails to fulfill the agreed-upon obligations. According to Article 1243 of the Indonesian Civil Code, such failure constitutes grounds for demanding compensation in the form of costs, damages, and interest (*kosten, schaden en interessen*). Article 19 of the UUPK further obliges business actors to provide compensation within seven days of the incident causing the loss.

In the case of Yohanes Heriyanto, who received only IDR 43,134 as a refund for a flight ticket purchase of IDR 1,248,430, Agoda can be held liable for breach of contract. Despite the cancellation being made well before departure, which according to Agoda's own policy qualifies for a full refund, the consumer suffered a financial loss. Under Article 21(2)(a) of the Electronic Information and Transactions Law (UU ITE), Agoda bears legal responsibility for the electronic transaction that took place through its platform. The agreement used by Agoda constitutes a standard clause a one-sided provision that often disadvantages consumers. This practice violates Article 18 of the Consumer Protection Law, which prohibits clauses that waive consumers' rights to compensation.

In cases of contractual disputes, the burden of proof for a breach lies with the party accused of non-performance. As

an intermediary, Agoda cannot shift its liability unless it proves that a third party (such as the airline) altered the product or service, which is not evident in this case. According to Article 24 of the UUPK, businesses remain liable for damages even when their goods or services are delivered through other parties.

Agoda, as a digital business actor operating an OTA platform, holds full legal responsibility for any loss experienced by consumers. This includes refund discrepancies that arise from a failure to comply with its own policies. Agoda's conduct constitutes a breach of contract and violates consumer rights. Therefore, it must provide full compensation in line with prevailing legal norms, consumer protection principles, and public trust in e-commerce systems in Indonesia.

Dispute Resolution Efforts Available to Passengers Harmed by Inadequate Refund of Lion Air Flight Tickets by PT Agoda

Trade conducted via the internet offers numerous benefits to various parties, making it a highly popular choice not only for business actors but also for consumers. In general, e-commerce provides convenience for both consumers and producers. For consumers, this system has revolutionized the way they acquire desired goods, while for producers, e-commerce simplifies the process of marketing and reaching a broader market. In the process of a sales and purchase agreement classified as an online sales agreement or electronic transaction it must be based on good faith from all parties involved in the agreement, namely both the business actors and the consumers.

A legal relationship (*rechtbetrekkingen*) can be defined as a connection between two or more legal subjects that involves rights and obligations, where the right of one party directly corresponds to the obligation of the other party. This relationship may occur between legal subjects such as an individual and another individual, an individual and a legal entity, or between legal entities. Furthermore, a legal relationship can also be established between a legal subject and an object, indicating the extent of a person's control or rights over that object—whether tangible or intangible, movable or immovable. In order to be considered a legal relationship, there must be a valid legal basis and a legal event that triggers the emergence of the associated rights and obligations.

According to the thought of Ernest Barker, for a right including consumer rights to be considered complete, three main requirements must be fulfilled:

1. The right must be essential to human development;
2. The right must be recognized by society; and
3. The right must be expressed and guaranteed by the state.

In Indonesia, consumer rights are explicitly stated in Article 4 of the Consumer Protection Act (UUPK), particularly in letter **b**, which affirms the consumer's right to choose and obtain goods or services according to the exchange value and conditions, as well as the guarantees that have been promised. Furthermore, letter **c** stipulates the right to obtain accurate, clear, and honest information regarding the condition and guarantees of the offered goods or services. The consumer rights listed in Article 4 of the UUPK are as follows

1. The right to comfort, security, and safety in consuming

- goods and/or services;
2. The right to choose goods and/or services and to obtain them in accordance with the exchange value, conditions, and guarantees promised;
3. The right to accurate, clear, and honest information regarding the condition and guarantees of goods and/or services;
4. The right to be heard regarding opinions and complaints about the goods and/or services used;
5. The right to advocacy, protection, and proper dispute resolution in consumer protection;
6. The right to consumer education and guidance;
7. The right to be treated or served correctly, honestly, and without discrimination;
8. The right to compensation, redress, and/or reimbursement if the goods and/or services received are not in accordance with the agreement or not as expected;
9. Other rights as regulated under relevant laws and regulations.

From these provisions, it can be concluded that consumers have the right to every promise and piece of information provided by business actors during the promotion of goods and/or services. Therefore, business actors are obliged to fulfill these promises and provide complete, transparent, and honest information to consumers.

In addition to regulating consumer rights, the UUPK also outlines the obligations of business actors. Under Article 7 letter **b**, business actors are required to provide accurate, clear, and honest information regarding the condition and guarantees of goods and/or services, including explanations on usage, maintenance, and repair of the product. This obligation is essentially a form of protection for the consumer's right to adequate information before making a transaction.

More specifically, Article 7 of the UUPK regulates the obligations of business actors as follows:

1. To act in good faith in conducting business activities;
2. To provide accurate, clear, and honest information regarding the condition and guarantees of goods and/or services, as well as explanations on usage, repair, and maintenance;
3. To treat or serve consumers correctly, honestly, and without discrimination;
4. To guarantee the quality of goods and/or services produced and/or traded in accordance with applicable quality standards;
5. To allow consumers to test and/or try certain goods and/or services, and to provide guarantees and/or warranties for the goods produced and/or traded;
6. To provide compensation, redress, and/or reimbursement for losses resulting from the use and/or utilization of the traded goods and/or services;
7. To provide compensation, redress, and/or reimbursement if the goods and/or services received or utilized are not in accordance with the agreement.

Articles 9 and 10 of the Indonesian Consumer Protection Law (UUPK) prohibit business actors from promoting or offering goods/services in misleading or false ways. Accurate information must be provided before consumers make a purchase. Legal relations between businesses and consumers are established from the moment promises or

promotional statements are made. Therefore, consumer protection plays a critical role in addressing losses resulting from unilateral cancellations by business actors.

Such legal relationships are further governed by Articles 1320 and 1338 of the Indonesian Civil Code, which state that agreements including those formed through advertisements or brochures are legally binding. When transactions are conducted via digital platforms (e-commerce), they are referred to as electronic transactions. Disputes arising from such transactions often require a different approach due to their cross-border nature and varying jurisdictions.

In Indonesia, the legal framework for buying and selling is found in the Civil Code, which defines it as a contract where one party agrees to deliver goods while the other pays the agreed price. Breaches in electronic transactions (default) follow the same principles as traditional breaches. Forms of breach include failure to perform obligations, delayed performance, incorrect performance, or doing something expressly prohibited in the agreement.

E-commerce defaults frequently occur due to system errors, negligence, or misleading information. For instance, if a business promises delivery within a certain timeframe but fails to do so, or sends a product that does not match the digital description, it constitutes a default. Article 1267 of the Civil Code provides remedies such as specific performance, damages, contract cancellation, or a combination thereof.

Consumer protection in e-commerce is divided into pre-purchase and post-purchase stages. Although regulations like Government Regulation No. 80/2019 on Electronic Commerce provide guidelines for digital trade, gaps remain—especially in regulating foreign Electronic System Providers (PSEs). The obligation to maintain system reliability and data privacy is also emphasized in the Electronic Information and Transactions Law (ITE Law) and the Personal Data Protection Law (Law No. 27 of 2022).

Disputes in online transactions are increasing, requiring both court (litigation) and out-of-court (non-litigation) mechanisms. The latter includes Alternative Dispute Resolution (ADR), governed by Law No. 30 of 1999, using methods such as negotiation, mediation, or arbitration. One popular method is Online Dispute Resolution (ODR), which uses digital tools to resolve conflicts without physical presence.

In the case of Agoda's refund discrepancy with Yohanes Heriyanto—where the consumer paid IDR 1,248,430 but only received IDR 43,134—Agoda failed to fulfill its refund policy. According to Article 19 of UUPK, the business actor must provide compensation for such breaches. If internal complaint channels (ODR) do not produce results, the dispute may proceed to external resolution bodies like the Consumer Dispute Settlement Agency (BPSK) or the courts. Agoda, as an intermediary, must offer fair and complete information. Failing to do so violates Articles 4 and 9 of the UUPK. Settlement through negotiation can be used to determine appropriate compensation, reinforcing Agoda's accountability. This process supports consumer rights and contributes to building a trustworthy digital trade environment.

Conclusion

PT Agoda is deemed to have failed in fulfilling its

responsibilities to the consumer, particularly in upholding trust. In the case of the Lion Air ticket refund involving Yohanes Heriyanto, Agoda acted as the transaction intermediary and received direct payment from the consumer, thereby establishing a direct legal relationship. The refund amount issued was significantly lower than expected, despite the cancellation being made in accordance with the stated policy. This constitutes a breach of contract (wanprestasi) under Article 1243 of the Indonesian Civil Code and violates consumer rights under Articles 4, 9, and 19 of the Consumer Protection Law (UUPK). Consequently, Agoda must provide compensation for the financial loss incurred and cannot claim exemption by acting solely as a platform.

Under the principle of strict liability, businesses are fully accountable for damages resulting from their services. Consumers have two dispute resolution options: non-litigation (e.g., Online Dispute Resolution or ODR) and litigation (via BPSK or civil court). ODR allows consumers to submit complaints directly to the platform for negotiation or mediation, offering a faster and more efficient process. If this fails, formal legal action may be pursued. The legal basis lies in Article 19 UUPK and Article 1267 of the Civil Code, which affirm the consumer's right to demand full compensation for contractual breaches.

References

1. Amelia, Rizky, *et al.* Penyelesaian Sengketa Konsumen Dalam E-Commerce di Indonesia. *Fundamental. Jurnal Ilmiah Hukum*, Januari–Juni, 2023:12(1):99–210.
2. Amriani, Nurnaningsih. *Mediasi Alternatif Penyelesaian Sengketa di Pengadilan*. Jakarta. PT Raja Grafindo Persada, 2012.
3. Arsensius. Aspek-Aspek Hukum Perdata Internasional Dalam Transaksi Elektronik Di Indonesia. *Jurnal Varia Bina Civika*, 2009:75(1):2.
4. Dwipa, Komang Calvin Krisna, dan Ni Luh Gede Astariyani. Pembatalan Tiket Hotel Online Secara Sepihak Oleh Pihak Agoda." *Kertha Semaya: Journal Ilmu Hukum* Juli, 2019:7(9):10–11.
5. Firdausi, Avita, dan Eny Sulistyowati. Analisis Klausula Baku Pada Aplikasi Reddoorz Terkait Pengalihan Tanggung Jawab. *Novum. Jurnal Hukum*, 2023, 10(3).
6. Fuady, Munir. *Hukum Kontrak. Dari Sudut Pandang Hukum Bisnis Buku Kedua*. Bandung. Citra Aditya Bakti, 2003.
7. Hasanah, Imma Rahmani. Perlindungan Hukum Terhadap Konsumen Akibat Wanprestasi dalam E-Commerce Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Rechtsregel: Jurnal Ilmu Hukum*, Agustus, 2024:7(1):91–99.
8. Harahap M. Yahya. *Segi-Segi Hukum Perjanjian*. Bandung. Alumni, 1986.
9. Heriyanto, Yohanes. Hati-Hati dengan Pemesanan Tiket Pesawat Melalui Agoda.com!" *Media Konsumen*, 16 Mei, 2025.
<https://mediakonsumen.com/2024/05/16/surat-pembaca/hati-hati-dengan-pemesanan-tiket-pesawat-melalui-agoda-com/amp> (diakses 15 Januari 2025).
10. Josua Sihombing, Natanael, dan Aditya Wardhana. Pengaruh Customer Experience Terhadap Customer Satisfaction Studi Kasus Aplikasi Agoda. *E-Proceeding*

- of Management,2022:9(2):721.
11. Kelsen, Hans. Teori Umum Tentang Hukum Dan Negara. Diterjemahkan oleh Raisul Muttaqien. Bandung: Nusa Media, 2013.
 12. Mahmud Marzuki, Peter. Pembaruan Hukum Ekonomi Indonesia. Surabaya. Universitas Airlangga, 2013.
 13. Mahmud Marzuki, Peter. Pengantar Ilmu Hukum. Jakarta: Prenada Media Grup, 2012.
 14. Meliala A. Qirom Syamsudin. Pokok-pokok Hukum Perjanjian Beserta Perkembangannya. Yogyakarta. Liberty, 2010.
 15. Mertokusumo, Sudikno. Mengenal Hukum. Suatu Pengantar. Yogyakarta. Universitas Atma Jaya Yogyakarta, 2010.
 16. Miru, Ahmadi. Hukum Kontrak dan Perancangan Kontrak. Jakarta. Rajawali Pers, 2007.
 17. Nugraha, Ganjar. Pengertian Barang Jasa Secara Umum. Mekari Jurnal, 11 Januari, 2022.
 18. Permana, Yana Sukma. Perjanjian Jual-Beli Melalui E-Commerce Ditinjau dari Hukum Perjanjian di Indonesia. Jurnal Ilmiah Publika,2023:1(1):276.
 19. Purbacaraka. Perihal Kaedah Hukum. Bandung. Citra Aditya Bakti, 2010.
 20. Rizki, Mochammad Januar. Seluk-beluk Refund dalam Aspek Hukum Jual-Beli. Hukum Online, 19 Mei 2020. <https://www.hukumonline.com/berita/a/seluk-beluk-refund-dalam-aspek-hukum-jual-beli-lt5ec3766410fbb/> (diakses 15 Januari 2025).
 21. Setiawan, R. Pokok-Pokok Hukum Perikatan. Bandung. Putra Abardin, 1999.
 22. Shidarta. Hukum Perlindungan Konsumen. Jakarta. Grasindo, 2000.
 23. Sidobalok. Hukum Perlindungan Konsumen di Indonesia. Bandung: Citra Aditya Bakti, 2014.
 24. Soeroso. Pengantar Ilmu Hukum. Jakarta: Rajagrafindo Persada, 2006.
 25. Sugara, Maria Vianney Lourdes, dan Aiska Rahima Az-Zahra. Penyelesaian Sengketa Konsumen Dalam Transaksi Elektronik E-Commerce Berdasarkan Hukum Perdata. Jurnal Kewarganegaraan, Juni,2024:8(1):874–876.
 26. Sutendi, Adrian. Tanggung Jawab Produk Dalam Hukum Perlindungan Konsumen. Bogor. Ghalia Indonesia, 2008.
 27. Sutioso, Bambang. Hukum Arbitrase dan Alternatif Penyelesaian Sengketa. Yogyakarta Gama Media, 2008.
 28. Wijaya, Gunawan, dan Ahmad Yani. Hukum Tentang Perlindungan Konsumen. Jakarta. Gramedia Pustaka Utama, 2010.
 29. Wijaya, I Gede Krisna Wahyu, dan Nyoman Satyayudha Dananjaya. Penerapan Asas Itikad Baik Dalam Perjanjian Jual Beli Online. Kertha Semaya: Journal Ilmu Hukum,2018:6(8):6.
 30. Widjaja, Gunawan, *et al.* Wanprestasi, Kegagalan Transaksi Dan Perlindungan Konsumen Dalam Transaksi Elektronik. Cross-border, Januari–Juni,2019:2(1):193–205.
 31. Yudha Brahmanta, Dewa Gede Ari, dan Anak Agung Sri Utari. Hubungan Hukum Antara Pelaku Usaha Dengan Konsumen. Kertha Semaya. Journal Ilmu Hukum,2017:5(1):4.
 32. Yosafat Harianja. Aspek Perlindungan Hukum dalam Perjanjian Jual Beli Studi pada Era Musika Yamaha Adam Malik Medan. Skripsi. Pematang Siantar: Universitas HKBP Nommensen, 2020, 5(1).