

# IMPLEMENTATION OF THE MONTREAL CONVENTION IN INDONESIA'S AND AUSTRALIA'S AIR TRANSPORT LAWS ON CARRIER'S LIABILITY

Hilda Yunita Sabrie  
Fakultas Hukum, Universitas Airlangga  
email: hilda.sabrie@fh.unair.ac.id

disampaikan 01/08/2024 – di-review 15/11/2024 – diterima 29/12/2024  
DOI: 10.25123/vej.v10i2.8418

## **Abstract**

*The Montreal Convention of 1999 establishes the legal responsibilities of carriers on international flights and has been ratified by numerous countries, including Indonesia and Australia. However, unlike Australia, Indonesia has yet to update its laws and regulations to align with the Convention's provisions on carrier liability. This legislative gap may result in significant losses for air transportation service users who experience damages from aircraft accidents. This research examines the extent to which the liability provisions of the Montreal Convention have been incorporated into the national legal frameworks of Indonesia and Australia. The analysis employs three methodological approaches: statutory analysis, conceptual examination, and comparative study. The findings highlight the need for Indonesia to amend its regulations on carriers' limited liability to comply with the standards set by the Montreal Convention, considering Australia's best practices in its legal framework.*

## **Keywords:**

*air transport law; carrier's liability; montreal convention*

## **Abstrak**

Konvensi Montreal 1999 sebagai perjanjian internasional mengenai tanggung jawab hukum maskapai penerbangan internasional telah diratifikasi ratusan negara termasuk Indonesia dan Australia. Namun, berbeda dengan Australia, Indonesia belum sepenuhnya memperbaharui ketentuan tanggung jawab maskapai penerbangan melalui hukum domestiknya, sehingga dapat menimbulkan kerugian yang cukup besar bagi pengguna jasa transportasi udara yang mengalami kerugian akibat kecelakaan pesawat udara. Penelitian ini membahas bagaimana ketentuan pertanggungjawaban Konvensi Montreal diadopsi ke dalam hukum nasional Indonesia dan Australia dengan menggunakan tiga pendekatan metodologis: analisis undang-undang, pengujian konseptual, dan studi perbandingan. Penelitian ini menghasilkan rekomendasi yang menyarankan Indonesia untuk melakukan pembaharuan peraturan mengenai tanggung jawab terbatas maskapai penerbangan sesuai Konvensi Montreal, dengan melihat praktik baik dalam hukum Australia.

## **Kata Kunci:**

hukum transportasi udara; konvensi montreal; tanggung jawab maskapai

## **Introduction**

Transportation has a significant role in several aspects of life in this era such as economy, social, cultural, political, and defense and security. Transportation has also become a basic necessity in the modern world. Due to the near ubiquity of transportation needs in our daily routines, its use is practically unavoidable. In general, the modes of transportation can be classified into three types namely land

transportation, maritime transportation, and air transportation.<sup>1</sup> In general, the modes of transportation can be classified into three types namely land transportation, maritime transportation, and air transportation.<sup>2</sup>

Air transportation, in particular, has a huge role in transportation in Indonesia. With over 17,000 islands and a sea area twice the size of the land, Indonesia is the biggest archipelagic country in the world. Since Indonesia consists of separate islands which can hinder economic pathways and relations between communities, air transportation is required to connect one island to another to ensure that the distribution of goods and passengers from one island to another can run smoothly and quickly.<sup>3</sup> Not only between islands, but air transportation can also connect countries quickly and efficiently so air transportation is the right transportation choice. Air transportation in Indonesia is regulated in Law Number 1 of 2009 concerning Aviation through the State Gazette of 2009 Number 1. The establishment of Law Number 1 of 2009 concerning Aviation is followed by the issuance of Minister of Transportation Regulation Number 77 of 2011, which regulates the amount of compensation.

Initially, regulation of air transportation was based on the Warsaw Convention 1929. Montreal Convention 1999 was formed with the aim of perfecting existing conventions. The Montreal Convention 1999 regulates the legal responsibilities of carriers on international flights. Indonesia then ratified the Montreal Convention 1999 as regulated in Presidential Regulation of the Republic of Indonesia Number 95 of 2016 concerning Ratification of the Convention for the Unification of Certain Rules for International Carriage by Air. There are more than 135 countries and territories that have ratified the Montreal Convention 1999 including Indonesia and Australia.<sup>4</sup> However, Indonesia has yet to update its provisions regarding carrier's liability through its law and regulations. The absence of legislative updates could

---

<sup>1</sup> Dewa Dewi Putra et al., 'Peningkatan Mutu Transportasi Umum Demi Kenyamanan dan Keamanan Negara', Scientific Magazine, Vol. 20, No. 1, 2023, p. 2.

<sup>2</sup> Id.

<sup>3</sup> Tri Achmadi et al., *Indonesia's Maritime Policy*, its press, Surabaya, 2022, p. 29.

<sup>4</sup> Revino W. Mumeck, Caecilia J.J. Waha, and Max Karel Sondakh, *Tanggung Jawab Hukum Pengangkut Udara Niaga Menurut Konvensi Montreal 1999 dan Undang-Undang Nomor 1 Tahun 2009 Tentang Penerbangan*, Lex Privatum, Vol. 11, No. 5, p. 2.

cause significant losses for air transportation service users who suffer damages caused by aircraft accidents.

In contrast to Indonesia, the Civil Aviation Act 1988 serve as the unifying statutes for Australia's aviation legislation. Australia's carrier's liability were brought into accordance with international standards specifically the Montreal Convention by amending the Civil Aviation (Carriers' Liability) Act 1959 through the Aviation Legislation Amendment. Australia's main aviation regulatory framework is provided by the Civil Aviation Act 1988. By doing a comparative analysis with Australia, it is expected that Indonesia could gain deeper insights and inputs for its existing regulations, especially on the issue of liabilities of air carrier. Australia was chosen as a comparison country because Australia has a common law legal system. This is different from Indonesia which has a civil law legal system. Through these differences in legal systems, it will later become a reference for Indonesia to improve and complement existing regulations. Apart from that, Australia is also one of the countries that is concerned about the aviation industry, this is proven by the many regulations that Australia has regarding aviation law.

Considering the facts stated above, it can be seen that there are differences between the adoption of the Montreal Convention to Indonesia and Australia's transportation laws. Therefore, it is necessary to conduct a research to find out to what extent of the liability provisions of the Montreal Conventions have been incorporated into the national laws of Indonesia and Australia.<sup>5</sup> This research will analyze and determine the extent of the Montreal Convention has been adopted through Indonesia and Australia's national law by using the legislation and regulations relating to the legal issues discussed as well as solving the existing legal issue. Then it will be compared how the laws of two different countries regulate a particular subject matter. This research is legal research as it is normative in nature. Legal research is oriented toward finding the solution to the legal issue. The goal of legal research should be to discover and obtain the truth of coherence, which entails looking into the question of whether legal norms and rules can coexist as well as

---

<sup>5</sup> Adhy Riadhy Arafat et al., *Voyage Rights in Review: Indonesian Tourism and Aviation Legislation*, Cogent Social Sciences, Vol. 10, No. 1, 2024, p. 4.

looking into the existence of legal principles-based norms.<sup>6</sup> This study will use primary data based on treaty, legislation, and other legal sources, also secondary data such as literature books, papers, journals, or theses that are related and have relevance to the problem under study.

## **Analysis**

### **Concept of Liability in Air Transportation**

Liability is a specific form of responsibility, a series of measures to cover losses resulting from fault or risks.<sup>7</sup> According to Black's Law Dictionary, "liability" is defined as "the state of being bound or obliged in law or justice to do, pay, or make good something", in other word, essentially, it is a legal responsibility.<sup>8</sup> The term "*tanggung jawab*" in the Indonesian language translates to both "responsibility" and "liability" in English. However, these two terms have distinct meanings. Responsibility refers to the responsibility of a party in carrying out a duty for an object or to an individual. On the other hand, the term liability is used to indicate that there is the responsibility that must be fulfilled that is to compensate the party that suffered injury/losses caused by a breach of contract, unlawful act, or because of something that belongs to or is under the control of another party.<sup>9</sup>

In transportation law, including air transportation, there are several principles of liability that limit the liabilities of carriers. These principles are also the basis for the application of carrier liability limits, namely:

1. Liability based on fault principle, in the consequences of carrying out transportation in error, the carrier must take responsibility for injuries or losses suffered by passengers, senders/recipients of goods, or third parties.<sup>10</sup> This principle is also stated in Article 1365 of Indonesian Civil Code which states that any unlawful act that causes damage to another party obliges the wrongdoer to compensate for such damage. To claim a

---

<sup>6</sup> Peter Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi*, Kencana Prenada Media Group, 2017, p. 47.

<sup>7</sup> Paula Giliker, *Vicarious Liability in Tort: Comparative Perspective*, Cambridge University Press, New York, 2010, p. 13.

<sup>8</sup> Black's Law Dictionary (n.d.), "[Liability]".

<sup>9</sup> Sulistiyono Adi, *Budaya Musyawarah Untuk Penyelesaian Sengketa Win-Win Solution Dalam Perspektif Hukum*, *Jurnal Hukum Bisnis*, Vol. 25, No. 1, 2006, p. 28.

<sup>10</sup> Krisnadi Nasution, *Penerapan Prinsip Tanggung Jawab Pengangkut Terhadap Penumpang Bus Umum*, *Mimbar Hukum*, Vol. 26, No. 1, 2014, p. 59.

carrier's liability, several elements need to be fulfilled. These elements include the existence of unlawful act by the carrier, the act done by the carrier can be held liable, and losses incurred as a result of the carrier's wrongdoing.<sup>11</sup> However, in practice, not every carrier will voluntarily admit their mistake. If so, the passenger, sender/recipient or third party must not act unilaterally and must be able to prove that the loss occurred due to the carrier's fault. This proof is carried out in court to be decided by a judge, as Subekti also stated that breach of contract has important consequences, therefore it must first be determined whether a person has committed a breach of contract or was negligent, and if it is denied by him it must be proven before a judge.<sup>12</sup>

2. Presumption of liability principle, the carrier must be liable for losses suffered by passengers, goods senders, or third parties unless the carrier can prove that the transportation has been carried out appropriately.<sup>13</sup> If the carrier can prove that circumstances outside its control resulted in the loss, it is released from obligation. Furthermore, the carrier may release itself from obligation if it can demonstrate that it took steps to assure that the loss it caused was the result of an error or that it took the required steps to prevent the loss. The carrier is not liable if the loss results from a mistake or carelessness on the part of the passenger.<sup>14</sup>
3. Strict liability, the party who caused the loss, in this case, the defendant is always liable regardless of whether there is or is not fault or who is at fault.<sup>15</sup> The carrier cannot avoid its obligations unless the elements that exempt it are specifically explained in the convention or in national law.<sup>16</sup> Several experts have different concepts regarding strict liability and often theoretically differentiate between the terms of strict liability and absolute

---

<sup>11</sup> Amad Sudiro, Tinjauan Hukum terhadap Prinsip-prinsip Tanggung Jawab Pengangkut dalam Angkutan Udara, Era Hukum: Jurnal Ilmiah Ilmu Hukum, Vol. 5, No. 3, 1998, p. 50.

<sup>12</sup> Krisnadi Nasution, supra note 10, p. 60.

<sup>13</sup> Revino W. Mumek, supra note 4, p. 11.

<sup>14</sup> Arnando Umboh, Tanggung Jawab Pelaku Usaha dalam Pemenuhan Hak Konsumen Menurut Hukum Positif Indonesia, Lex Privatum, Vol. 6, No. 6, 2018, p. 50.

<sup>15</sup> Sigit Sapto Nugroho and Hilman Syahril Haq, Hukum Pengangkutan Indonesia, Pustaka Iltizam, 2019, p. 28.

<sup>16</sup> Revino W. Mumek, supra note 4, p. 5.

liability. Meanwhile, according to Suherman, there is no difference at all between strict liability and absolute liability.<sup>17</sup>

4. Presumption of nonliability, which is the principle of presumption of always not being liable, which is only known in the very limited scope of consumer transactions, and such limitations are usually justified by common sense. An example of the application of this principle is in transportation law. Loss or damage to cabin baggage/hand baggage which is usually carried and supervised by the passenger (consumer) is the responsibility of the passenger. In this case, the carrier (business actor) cannot be held liable.<sup>18</sup>

### **Liabilities of Carrier Under the Montreal Convention**

The Montreal Convention constitutes the international legal framework governing carriers' obligations to aviation service users who suffer losses due to the carrier's negligence, whether it be the airborne movement of people, their belongings, and freight on international trips. A contemporary compensation system for passengers who experience death or injury during international air travel is established by the Montreal Convention. Additionally, it offers a streamlined liability framework for luggage and air cargo, and it makes it easier to use electronic papers of carriage in place of paper ones. Liability became the primary focus of the Montreal Convention as a form of reconstruction of the Warsaw Convention. This Convention acknowledges the significance of defending the interests of customers who use international air transportation as well as the requirement for restitution-based compensation, and it applies to all international travel, including airborne cargo, passenger, and freight services. The use of non-profit airlines for transportation is likewise covered by this Convention.<sup>19</sup>

#### **a. Passenger Liability**

---

<sup>17</sup> Amad Sudiro, *supra* note 11, p. 53.

<sup>18</sup> Suria Nataadmadja & Associates Law Firm, "Presumption of Non-Liability & Strict Liability", <https://www.surialaw.com/news/presumption-of-non-liability-strict-liability>, accessed on 11th May 2024.

<sup>19</sup> Pablo Mendes De Leon and Werner Eyskens, *The Montreal Convention: Analysis of Some Aspects of the Attempted Modernization and Consolidation of the Warsaw System*, *Journal of Air Law and Commerce*, p. 1156.

According to Article 21 of the Montreal Convention, in the event of casualty and bodily injury or physical injury, the amount of compensation that must be paid by the carrier to the traveler as the user of the air carrier service that is affected by the aircraft accident is limited to 100,000 SDR<sup>20</sup> (equivalent to IDR2,175,764,138.450) depending on the injury suffered by the passenger. However, the amount of compensation has increased along with inflation which has occurred from year to year to 128,821 SDR (equivalent to IDR2,802,841,120.79) per passenger as revised by ICAO.<sup>21</sup> The amount of limitation of liability of carrier will be reviewed every 5 years by The International Civil Aviation Organization (ICAO) without fail.<sup>22</sup>

Previously, ICAO had also revised the amount of the limit of liability in the context of bodily injury and death of passengers from 100.000 SDR to 113.100 SDR (equivalent to IDR2,460,789,240.59) on 30 December 2009, which was then revised again on 28 December 2019 to 128.821 SDR.<sup>23</sup> Though, the definition of bodily injury is not written nor elaborated further in the Montreal Convention but the term bodily injury is limited to physical injuries to passengers not including mental or psychological injuries. Nonetheless, this does not mean that the carrier can discharge its liability, including physical injuries caused by mental injury or trauma by passengers.<sup>24</sup>

The carrier is liable for physical injury and the death of passengers under the circumstances if the death and physical injury occur on board the aircraft or during the operations of boarding or alighting the aircraft which is caused by the accident.<sup>25</sup> The Montreal Convention also applies unlimited liability for 2 tiers, namely:<sup>26</sup>

---

<sup>20</sup> SDR: Special Drawing Rights are an artificial currency established by the International Monetary Fund. The value is based on a basket of five currencies – the US dollar, euro, Chinese renminbi, Japanese yen and British pound sterling.

<sup>21</sup> ICAO, “2019 Revised Limits of Liability Under the Montreal Convention of 1999”, [https://www.icao.int/secretariat/legal/Pages/2019 Revised Limits of Liability Under the Montreal Convention 1999.aspx](https://www.icao.int/secretariat/legal/Pages/2019_Revised_Limits_of_Liability_Under_the_Montreal_Convention_1999.aspx), accessed 19th May 2024.

<sup>22</sup> Article 24 of the Montreal Convention.

<sup>23</sup> Id.

<sup>24</sup> Adhy Riadhy Arafah and Sarah Amalia Nursani. *Pengantar Hukum Penerbangan Privat*, Prenada Media Group, 2019, p. 64.

<sup>25</sup> Article 17 of the Montreal Convention.

<sup>26</sup> Article 21 of the Montreal Convention.

1. In the case of casualty and physical injury, if the damages are not above 128.821SDR then it is impossible for the airlines to exonerate and limit its liability.
2. The airlines will be not held liable for damages that are above 128.821 SDR with the conditions that the airline is able to prove that the damages are not caused by irresponsibility, offense, or oversight of the airline or its attendant and agent or that the damages are caused entirely by the irresponsibility, offense or oversight of third party.

In case of casualty and physical injury, if the damages are not above 128.821SDR then it is impossible for the airlines to exonerate and limit its liability. Under Article 19 of the Montreal Convention, airlines are required to be liable for losses that occur due to delays but the airline is not considered liable if it can prove that the carrier, employee, and agent have taken various actions to prevent delays from occurring. The limits of liability are capped at 5.346 SDR (equivalent to IDR116,316,350.84).<sup>27</sup> Apart from that, airlines are also liable for delays that are detrimental to passengers, which is also regulated under the Montreal Convention. The Montreal Convention has not determined the term of delay. Under Article 19 of the Montreal Convention, airlines are required to be liable for losses that occur due to delays but the airline is not considered liable if it can prove that the carrier, employee, and agent have taken various actions to prevent delays from occurring. The limits of liability are capped at 5.346 SDR (equivalent to IDR116,316,350.84).<sup>28</sup>

**b. Baggage Liability**

Baggage is passenger's belongings containing goods needed by passengers that will be used during a trip that is permitted to be carried on an aircraft by the carrier. Baggage is categorized into two types namely checked baggage and unchecked baggage. Checked baggage and unchecked baggage are both regulated under the Montreal Convention. Checked baggage must be weighed and loaded in the aircraft compartment and will be given a label number when the passenger checks in, while unchecked baggage is permitted to be carried into the aircraft cabin

---

<sup>27</sup> ICAO, supra note 21.

<sup>28</sup> Article 19 of the Montreal Convention.

provided that the cabin baggage must be placed under the seat or in the hatrack which is located above the passenger seat with cabin bag size restrictions. Each airline has different regulations regarding size and weight limits for cabin bags. The baggage will be labeled which is the passenger's own responsibility.<sup>29</sup>

If the checked baggage is destroyed, lost, or damaged and that happens while being under the airline's control and surveillance then it will be the airline's liability. Although the airline can still be exonerated from the liability by providing proof that the losses incurred occur due to the quality of the baggage or congenital defects.<sup>30</sup> However, in the case of damages caused by inadequate packing in checked baggage cannot be used as a defense or excuse for airlines to exonerate themselves from their liability. Authentically, passengers are responsible for baggage packing, therefore, to avoid damage caused by inadequate packing, airlines should check the quality of baggage during check-in. Subsequently, the liability for checked baggage needs to be regarded as strict liability.<sup>31</sup>

On the contrary with checked baggage, the liability for unchecked baggage and individual possession is not regarded as strict liability but based on fault liability following the Montreal Convention. The carrier is only liable if the damage and losses are caused by the carrier, employee, or agent. The maximum amount for the liability of damage, loss, destruction, or delay to baggage is capped at 1.288 SDR (equivalent to IDR28,023,842.10) per passenger unless the passenger has previously made a specific statement regarding the importance of handing over baggage at the destination and paying the required additional fees.<sup>32</sup>

### **c. Cargo Liability**

Cargo is goods that will be sent or transported using an airplane over a fairly long distance, namely between cities, between provinces, and also between countries that have been equipped by an airway bill and other supporting document.<sup>33</sup> The limitation of the liability for cargo in the event of delay, damages,

---

<sup>29</sup> Asmokho, "Definisi Bagasi Penumpang Pesawat Udara", <https://asmokho.wordpress.com/2015/05/03/definisi-bagasi-penumpang-pesawat-udara/>, accessed 17th May 2024.

<sup>30</sup> Article 17(2) of the Montreal Convention.

<sup>31</sup> Pablo Mendes De Leon and Werner Eyskens, supra note 19, p. 1174.

<sup>32</sup> Id., p. 1175-1176.

<sup>33</sup> Citilink, "Citilink Cargo", <https://www.citilink.co.id/citilink-cargo#:~:text=FAQ&text=Apa%20yang%20dimaksud%20dengan%20pengiriman,serta%20dengan%20dokumen%20pendukung%20lainnya>, accessed at 19th May 2024.

destruction, and loss is capped at 22 SDR (equivalent to IDR478,668) per kilogram.<sup>34</sup> The concept of liability under the Montreal Convention for the damages, destruction, and loss of the cargo is the concept of strict liability.

The Montreal Convention stipulates that the airline is liable for damage that occurs in the event of destruction, loss, or damage to the cargo only on the condition that an event that causes continuous damage occurs during carriage by air. However, the Carrier shall not be liable if the Carrier can prove that the destruction or loss of, or damage to, the cargo was caused by any of the following:<sup>35</sup>

1. Congenital defects, poor quality, and poor nature of the cargo;
2. Inadequate packing of the cargo that is not done by the employee or agent of the airlines;
3. War or conflict that doesn't involve weapons;
4. The action of public authorities undertaken in connection with the entry, exit, or transit of cargo.

### **Adoption of the Montreal Convention on Liabilities for Air Transport Law and Regulations in Indonesia**

Presidential Regulation Number 95 of 2016 concerning Ratification of the Convention for the Unification of Certain Rules for International Carriage by Air is the proof that Indonesia has ratified the Montreal Convention and it came into effect on 23 November 2016. However, determination of the liability of air carriers in Indonesia is already stipulated in Minister of Transportation Regulation Number 77 of 2011 concerning Air Transport Liabilities (hereinafter, 'MR Number 77 of 2011') and amendments to the Minister of Transportation Regulation Number MR Number 92 of 2011.<sup>36</sup>

The liability of the carrier in the event of causality takes two different forms. MR Number 77 of 2011 defines an accident as an incident involving the operation of

---

<sup>34</sup> ICAO, *supra* note 21.

<sup>35</sup> Rahmad Ramadhan Nur, *Analisis Yuridis Tanggung Jawab Pengangkut Terhadap Kerugian Yang Dialami Pengguna Jasa Angkutan Udara Internasional Berdasarkan Konvensi Montreal 1999 Di Indonesia*, JOM Fakultas Hukum Universitas Riau, Vol. 6, No. 1, 2019, p.8.

<sup>36</sup> Herwin et al., *Tinjauan Yuridis Pertanggungjawaban Maskapai Penerbangan Atas Kecelakaan Berdasarkan Undang-Undang Nomor 1 Tahun 2009 Tentang Penerbangan*, Iblam Law Review, Vol. 3, No. 3, 2023, p. 460.

an aircraft that results in serious damage to the equipment or facilities used and/or loss of life or serious injury.<sup>37</sup> Passengers who die while on board an airplane as a result of an airplane accident or an incident related to air transportation will be given compensation of IDR 1,250,000,000 per passenger.<sup>38</sup> Meanwhile, passengers who died during the process of leaving the airport waiting room to get to the airplane or during the process of getting off the airplane to the arrival hall at the airport and/or while transiting at the airport and had something to do with the air transportation process will receive compensation of IDR. 500,000,000 per passenger and this incident occurred due to an error or negligence on the part of the carrier or the employee or the agent of the carrier. If the incident is not related to the fault of the carrier, employees or agents, the passenger will not receive compensation.<sup>39</sup> Moreover, MR Number 77 of 2011 has a different concept regarding injuries suffered by passengers compared with the Montreal Convention. The Montreal Convention only recognizes the term of bodily injury, while MR Number 77 of 2011 divides acknowledges four terms of injury, namely permanent disability, total permanent disability, partial permanent disability and mental disability. Permanent disability is when an individual loses a limb or the function of a body part such as a hand, foot or vision. Mental disability can also be referred to as permanent disability.<sup>40</sup>

Permanent disability is divided into two forms, namely total permanent disability and partial permanent disability. Total permanent disability is a condition where the function of one of the limbs stops or is mentally disabled which results in an individual being unable to work to earn a decent income based on the education, skills, expertise and experience before the accident.<sup>41</sup> A passenger who suffers total permanent disability based on a doctor's diagnosis no later than 60 (sixty) days of working days since the accident took place will be compensated IDR1,250,000,000. Meanwhile, a passenger who suffers partial permanent disability based on a doctor's diagnosis no later than 60 (sixty) days of working days since the accident took place

---

<sup>37</sup> Article 1(12) of MR Number 77 of 2011.

<sup>38</sup> Article 3(a) of MR Number 77 of 2011.

<sup>39</sup> Article 19 of MR Number 77 of 2011.

<sup>40</sup> Article 1(14) of MR Number 77 of 2011.

<sup>41</sup> Article 1(16) of MR Number 77 of 2011.

will be compensated depending on the injury.<sup>42</sup> In the attachment to MR Number 77 of 2011, the amount of compensation for permanent partial disability is explained in details.

Essentially, the limitation of the liability for passengers who suffer injuries and must undergo treatment at a hospital, clinic or medical center, is capped at IDR 200,000,000 per passenger.<sup>43</sup> However, the airline is not liable to compensate passengers who suffer partial disability if the carrier can prove that the incident was not the fault of the airline or the employee or the agent or that the error was caused by the passenger or third party.<sup>44</sup> Meanwhile, the fulfillment of liability by carriers for delays is regulated in Minister of Transportation Regulation Number 89 of 2015 (hereinafter 'MR Number 89 of 2015'). According to Law of the Republic of Indonesia Number 1 of 2009 concerning Aviation, delay is the event of a time difference between the scheduled departure or arrival time and the actual departure or arrival time.<sup>45</sup> Delays in air transportation operations are events that cannot be predicted or are due to negligence or errors by parties involved in air carrier operations or things that are not foreseen, therefore delay events are not only detrimental to passengers but also to the airline.<sup>46</sup> MR Number 89 of 2015 provides remission in the liabilities of airlines in the event of delay. Different from the Montreal Convention, the denied boarding passenger due to insufficient aircraft capacity and canceled flights are also included as flight delays under MR Number 89 of 2015. The delays of flights are categorized into six separate groups, namely:<sup>47</sup>

1. The first category of delay must be given a soft drink as compensation;
2. The second category of delay must be given a soft drink and snack box as compensation or the passenger can be given a refund ticket or the flight will be transferred to the next available flight;

---

<sup>42</sup> Article 3 (c) of MR Number 77 of 2011.

<sup>43</sup> Article 3 (e) of MR Number 77 of 2011.

<sup>44</sup> Article 19 of MR Number 77 of 2011.

<sup>45</sup> Article 1(30) of Law Number 1 of 2009.

<sup>46</sup> Ayu Rafirnahi and Indra Perdana, *Tanggung Jawab Hukum Terhadap Penumpang dan Barang Bawaan di Maskapai Penerbangan*, Jurnal Tectum LPPM Universitas Asahan, Vol. 1, No. 1, November 2019, p. 460.

<sup>47</sup> Article 3 of MR Number 89 of 2015.

3. The third category of delay must be given a soft drink and a heavy meal as compensation or the passenger can be given a refund ticket or the flight will be transferred to the next available flight;
4. The fourth category of delay must be given a soft drink, snack box, and a heavy meal as compensation or the passenger can be given a refund ticket or the flight will be transferred to the next available flight;
5. The fifth category of delay must be given IDR 300,000 (three hundred thousand rupiah) as compensation or the passenger can be given a refund ticket or the flight will be transferred to the next available flight; and
6. The sixth category of delay must be given a refund ticket or the flight must be transferred to the next available flight.

On the other hand, the regulation of air carrier's liability regarding baggage is also separated into two forms considering that MR Number 77 of 2011 recognizes two types of baggage in flights, namely checked baggage and cabin baggage. Passengers will be compensated IDR 200,000 per kg and maximum of IDR 4,000,000 per passenger for checked baggage that is destroyed and lost then the compensation value will be adjusted based on the type, shape, size, and brand of said baggage. Checked baggage will be considered lost if the airline is unable to find it within 14 days from the date and time of the arrival of the passenger to the destination airport. The airline is also obliged to give the passenger waiting money in the case of missing checked baggage as much as IDR 200,000 per day with a maximum of 3 days.<sup>48</sup>

Although, the carrier is able to exonerate from their liability if it turns out that the passenger has lost valuables in checked baggage unless during check-in the passenger has stated or shown that there are valuables in his checked baggage and there is approval from the carrier. Carrier also has the right to ask passengers to insure valuables in checked baggage.<sup>49</sup> In addition, the carrier is also liable for the loss or damage of the passenger's cabin baggage, but with the condition that the loss due to the loss or damage of the cabin baggage is the action of the carrier or the

---

<sup>48</sup> Article 5 of MR Number 77 of 2011.

<sup>49</sup> Article 6 of MR Number 77 of 2011.

employee or the agent. If the carrier is proven guilty, the amount of compensation is set as high as the passenger's losses.<sup>50</sup>

Liability towards cargo is further specified under MR Number 77 of 2011 which obliges carriers causing loss, damage or destruction of cargo to provide compensation of IDR 100,000 per kg to the sender of the cargo. But if a cargo is only damaged in part or all of the contents of the cargo or the cargo is damaged then the carrier is only required to provide compensation of IDR 50,000 per kg. It is possible for the sender of the cargo to receive compensation more than the nominal above provided that the sender has stated the value of the cargo in the airway bill so that the carrier will be obliged to pay the value of the cargo as written in the airway bill. In the case of the loss, a cargo is declared lost if airlines are unable to find the cargo within 14 days since the time of the cargo is supposed to arrive at the destination.<sup>51</sup> In the event of the delay of receipt of checked baggage and cargo, the recipient must make a written claim against the carrier no later than 14 days after the checked baggage or cargo is received by the owner or the receiver in accordance with what is written on the claim tag of the checked baggage or cargo. If checked baggage is received in a damaged or destroyed condition, the recipient must also make a claim in writing when it is received by the passenger or cargo recipient.<sup>52</sup>

Even though Indonesia has ratified the Montreal Convention, until now Indonesia has not made any changes or updated the regulations governing carrier's liability which can be seen that currently Indonesia is still using MR Number 77 of 2011 and MR Number 89 of 2015 although the Montreal Convention has been ratified since 2016. In fact, judges in Indonesia are considered to have not been able to consistently apply international law, especially conventions that regulate carrier's liability, one of which is the Warsaw Convention. The Supreme Court refused to apply the Warsaw Convention in Decision No. 970K/PDT/2002 involving Garuda Indonesia against Eunice Mega Apriliany even though Indonesia had previously ratified the Warsaw Convention through Air Transport Ordinance No.

---

<sup>50</sup> Article 4 of MR Number 77 of 2011.

<sup>51</sup> Article 7 of MR Number 77 of 2011.

<sup>52</sup> Article 22 of MR Number 77 of 2011.

100 of 1939.<sup>53</sup> According to Ayu Nrangwesti, the amount of compensation for Indonesia is still relatively low is one of the reasons why Indonesia has not ratified the Montreal Convention until 2017, because the amount of compensation set by the Montreal Convention is still considered difficult to implement. Hadi Rahmat also believes that updating the amount of compensation that must be paid by airlines in Indonesia could result in reduced participation in the aviation business. Consequently, Indonesia has yet to update its law and regulations regarding carrier's liability even though the Montreal Convention has been ratified.<sup>54</sup>

When a country has ratified an international convention into its national legal system, the statement that the country complies with the convention does not mean that it is sufficient. This correlates with two theories in international law, namely monism and dualism. In the theory of monism, there is no separation between national law and international law where there is a statement that the country is subject to the international agreement so that the international agreement automatically becomes the law of that country. Meanwhile, in the dualism theory, there is a separation between national and international law so that the application of international law must go through a transformation act through national law so that international law can be applied to national law. Indonesia adheres to the dualism ideology implied by Article 9 paragraph 2 of the 2000 Law concerning International Law Agreements.<sup>55</sup>

After the ratification of the Montreal Convention by Indonesia, legal harmonization process is needed between Indonesian laws and regulations and the Montreal Convention. The harmonization process became a national legal issue as well. The government, through the Ministry of Transportation, in 2017 drafted a Minister of Transportation Regulation on the Responsibilities of International Aviation Carriers as implementing regulations for the Montreal Convention. However, until now this draft regulation has not yet come into effect which resulted

---

<sup>53</sup> Hukum Online, "Hakim Belum Konsisten Terapkan Hukum Internasional", <https://www.hukumonline.com/berita/a/hakim-belum-konsisten-terapkan-hukum-internasional-t52499c5cd0a63/>, accessed 25th May 2024.

<sup>54</sup> Ria, "Konvensi Montreal: Dibutuhkan Penumpang, Ditakuti Negara", <https://www.hukumonline.com/berita/a/konvensi-montreal--dibutuhkan-penumpang--ditakuti-negara-t54d23af3a1660/>, accessed 30th May 2024.

<sup>55</sup> Adhy Riadhy Arafah and Sarah Amalia Nursani, *supra* note 24, p. 81.

in problems, namely the existence of legal disharmony between the Montreal Convention and statutory regulations in Indonesia. A country that will carry out the harmonization process must make various adjustments to the legal provisions that previously existed in its national law. The adjustment process is not easy and requires its own struggle. Disharmony is sometimes unavoidable.<sup>56</sup> The amount of compensation in Indonesian national regulation is considered to be lower than the Montreal Convention. The amount of compensation regulated under Indonesia's regulation has always been a major problem for a long time because it is relatively too low.<sup>57</sup>

### **Adoption of the Montreal Convention on Liabilities for Air Transport Law and Regulations in Australia**

National legislation and international conventions govern the implementation of aircraft carrier liability laws in Australia. The liability of airlines in Australia is regulated by the Civil Aviation (Carriers' Liability) Act 1959 (hereinafter, CACL Act). Each state of Australia owns their state's legislation regarding the air carrier's liability for their own domestic flight.<sup>58</sup> The carrier's liability domestic flight of New South Wales is regulated by Civil Aviation (Carriers' Liability) Act 1959 (New South Wales). Then the carrier's liability domestic flight of Victoria is regulated by Civil Aviation (Carriers' Liability) Act 1959 (Victoria). Meanwhile the domestic flight Queensland is regulated under Civil Aviation (Carriers' Liability) Act 1959 (Queensland) Although, the Civil Aviation (Carrier's Liability) Act 1959 (CACL Act) still regulates the carrier's liability in Australia ultimately by putting all states altogether in one in order to regulates the liability of air carriers consistently.

As the CACL Act contains international conventions that have been ratified by Australia, the CACL Act, which offers a strict liability structure of compensation for injury or casualty incurred by a passenger as a result of an accident, contains many international treaties that are legally binding, namely the Montreal Convention, the

---

<sup>56</sup> Rahmad Ramadhan Nur, *supra* note 35, p. 10.

<sup>57</sup> *Id.*, p. 12.

<sup>58</sup> A domestic flight is a flight that takes place within the same country, without crossing international borders. It typically involves travel between cities or regions within that country.

Warsaw Convention, the Hague Protocol, the Guadalajara Convention. Due to this structure, rather than bringing a claim under the applicable convention, one does so in Australia under the CACL Act. But, when choosing which jurisdiction to file a lawsuit in accordance with the Montreal Convention or CACL Act, plaintiffs must also take into account different state laws, since this might have a big impact on the possible damages. The contents of the Civil Aviation (Carrier's Liability) Act 1959 (CACL Act) became the background for the ratification of the Montreal Convention by Australia.<sup>59</sup> Part IV of the CACL Act consists of the liability of the air carriers in Australia, only applicable to the domestic air carriage in Australia. Although the Montreal Convention or the other applicable international conventions have no effect for the domestic air carriage, Part IV of the CACL Act models Montreal Convention in regulating legal remedies that can be imposed by domestic passenger travel and also the limitation of the liability of the domestic air carrier in Australia.<sup>60</sup>

CACL Act has no fixed amount regarding the liability in the event of death and bodily injury. But compared to the Montreal Convention's limitation of liability of the carrier towards death and injury under the CACL Act is much higher which is capped at AUD\$725,000 (equivalent to IDR7,949,061,811.09). The limitation of liability has increased due to inflation which also not only takes into effect specifically just the CACL Act but also the Montreal Convention, bearing in mind that the former uses the latter as a model of its regulations. Inflation erodes the real value of money over time, and liability limits need to be adjusted to ensure they remain adequate to cover rising costs. This could lead to increased liability limits in various sectors, including aviation, insurance and transport. If inflation rates are not considered in setting or adjusting these limits, the compensation awarded may not be sufficient to cover all actual costs incurred as a result of an incident or claim.<sup>61</sup> The new limitation of liability for domestic carriage takes into effect from 1 October 2019. The most recent limits of liability regarding death and injury that is caused by

---

<sup>59</sup> Cooper Grace Ward Lawyer, "Air carrier's liability Update", <https://cgw.com.au/publications/air-carriers-liability-update-2/#:~:text=The%20CACL%20Act%20gives%20the,a%20result%20of%20an%20accident>, accessed 1st June 2024.

<sup>60</sup> Id.

<sup>61</sup> EIOPA, Impact of Inflation on the Insurance Sector, European Insurance and Occupational Pensions Authority, 2023, p. 8.

domestic air carriage accidents is increased to AUD\$925,000 (equivalent to IDR10,141,906,448.63) while the limits of liability under the Montreal Convention increase from AUD\$227,400 (equivalent to IDR2,494,104,944.33) to AUD\$259,000 (equivalent to IDR2,840,565,721.98).<sup>62</sup>

In Australia, there is a two-year period of limitations for pursuing compensation for injuries sustained during state or intrastate air travel. Since CACL Act does not stipulate the fixed amount of compensation to the passenger who suffered death and injury in comparison to Indonesia that has set the fixed amount, the amount of the compensation that will be received by the passenger will depend on various factors. Factors that influence the calculation of the compensation include:<sup>63</sup>

1. The injuries suffered by the passenger;
2. The degree of the the injury;
3. The consequences of the injuries on the passenger's long-term career and the quality of life;
4. The passenger's age; and
5. The total amount of money lost and expenses incurred while receiving treatment.

Unfortunately, delay is not inadequately regulated under CACL Act, the legal vacuum caused by the absence of clear regulations regarding delays in domestic air travel for matters or circumstances that are not or have not been regulated can result in legal uncertainty or uncertainty about statutory regulations in society which will further result in legal chaos. One of the well-known airlines in Australia even protested the recommendation to issue flight delays regulation on the grounds that it would have an impact on increasing plane tickets. The Australian Lawyer Alliances expect a compensation arrangement for aircraft delays as well. <sup>64</sup>

---

<sup>62</sup> Matthew Brooks, "Liability Limits Increased for Domestic Air Carriage in Australia and Montreal Limits on the Increase", <https://hwlebsworth.com.au/liability-limits-increased-for-domestic-air-carriage-in-australia-and-montreal-limits-on-the-increase/>, accessed 3th June 2024.

<sup>63</sup> Taylor and Scott Lawyers, "Aircraft Accident Compensation", <https://www.taylorandscott.com.au/compensation-lawyers/compensation-lawyers-aircraft-accidents/aircraft-accident-compensation-flight-injuries/>, accessed 7th June 2024.

<sup>64</sup> The Guardian, "Coalition to Present 'Pay on Delay' Bill to Make Airlines Compensate Affected Passengers" <https://www.theguardian.com/australia-news/2024/feb/09/new-pay-on-delay-airline-flight-delays-bill-compensation-passengers-liberal-coalition-details>, accessed 6th June 2024.

Carrier will also be held liable for the passenger's baggage whether it's registered baggage or baggage other than registered baggage in the event of destruction, damage, and loss. However, the carrier is not responsible for baggage other than registered baggage as long as the carrier can prove that the destruction, damage and loss are not caused by the carrier or due to passenger's negligence.<sup>65</sup> The limitation of liability for destruction or loss of registered baggage in domestic air travel in Australia is capped at AUD\$3,000 (equivalent to IDR32,896,017.72)<sup>66</sup> while the unregistered baggage is capped at AUD\$300 (equivalent to IDR3,289,698.00).<sup>67</sup> Meanwhile, under the Montreal Convention the limit of liability for baggage is capped at AUD\$2,590 (equivalent to IDR28,398,340.63) or equivalent to 4,694 SDRs. The limitation of liability of cargo is not stipulated under Part IV of CACL Act this is because Part IV CACL Act focuses specifically on passengers and their belongings which is the weakness of this part of the act remembering that this party is applicable for the domestic air carriage.

Australia is also capable of setting their limits of liability more than the Montreal Convention. Meanwhile, the amount of compensation in Indonesia is still very low compared to the CACL Act and the Montreal Convention. There are many factors that determine the amount of compensation from an air carrier. The factors include consideration of the prosperity of the people of a country, the viability of airline companies, the cumulative inflation rate, per capita income and estimated life expectancy. Therefore, until now Indonesia is still not capable of setting their limits of liability or the fixed amount higher than the Montreal Convention or CACL Act.<sup>68</sup> Compared to Indonesia, Australia has implemented the Montreal Convention as a whole. The Montreal Convention is not only complementary to Australian national law but both regulations peacefully coexist by the evidence that the part IV of the CACL Act uses the Montreal Law as the model law.<sup>69</sup> Modern Australian law places a high value on international law. It has affected Australian law in the fields

---

<sup>65</sup> Subsection 29 (4) of CACL Act.

<sup>66</sup> Subsection 29 (4) of CACL Act.

<sup>67</sup> Subsection 31 (3) of CACL Act.

<sup>68</sup> Rhirien Adriani, Tanggung Gugat Pengangkut berdasarkan Peraturan Menteri Perhubungan Nomor 77 Tahun 2011 tentang Tanggung Jawab Pengangkut Angkutan Udara, *Jurnal IUS Kajian Hukum Dan Keadilan*, Vol. 3, No. 2, 2015, p. 304.

<sup>69</sup> Russell Miller AM, "The Newsletter for Aviation Lawyers in Australia and New Zealand", *Aviation Briefs* (online), November 2019, via <http://alaanz.org/Education-Students/aviation-briefs>, accessed 8th June 2024.

of legislation and the use of administrative discretion in addition to the judicial system. The legal systems of Australia and Indonesia both adhere to dualism, meaning that international agreements will not automatically have a direct effect on the national law of the country unless they have gone through a transformation process.<sup>70</sup>

The compliance of the CACL Act with the Montreal Convention is clear evidence that Australia has succeeded in harmonizing the Montreal Convention with the CACL Act so that there are no contradictions and conflicts between the two regulations. Australia has implemented the Montreal Convention as it should be. The CACL Act is also continuously updated following the Montreal Convention in reflecting the international convention that has been ratified. By ratifying the Montreal Convention, Indonesia should harmonize the provisions in its laws and regulations so that they are in compliance with the regulations in the Montreal Convention like Australia. The problem lies in the fact that Indonesia has not envisaged the provisions of the Montreal Convention into an Act like Australia. One other indicator is that Indonesia has not updated its own legal regulations governing Carrier's liability compliance with the Montreal Convention ratification. Whereas the agreement to attach consent to be bound to international agreements is a follow-up action carried out by countries after completing negotiations to form an international agreement. This action gives rise to certain obligations for negotiating countries after accepting/adopting an agreement text, including the obligation not to carry out anything that is contrary to the essence, aims and objectives of an international agreement, exactly like what Australia did.<sup>71</sup>

Due to the Chapter IV CACL Act which has yet to regulate cargo and delay both in general and the carrier's liability regarding passenger delay and also the destruction, loss and damages of cargo, Australia cannot be said to have implemented the Montreal Convention into its national law completely, however if

---

<sup>70</sup> Law Teacher, "Australia is a Dualist Country, <https://www.lawteacher.net/free-law-essays/australian-law/australia-is-a-dualist-country.php#:~:text=Australian%20legal%20system%20is%20dualist,of%20the%20municipal%20legal%20order> accessed 12th June 2024.

<sup>71</sup> Siciliya Mardian Yo'el, Implementasi Perjanjian Internasional di Asean; Praktik di Indonesia, Malaysia, dan Singapura dalam Melaksanakan Asean Agreement on Transboundary Haze Pollution, *Voice Justisia*, Vol. 2, No. 1, 2018, p. 72.

compared with Indonesia, Australia has harmonized, synchronized and implemented to its national laws well. The amount of compensation in Australian national legislation is also higher than the Montreal Convention.

## **Conclusion**

Both Indonesia and Australia have ratified the Montreal Convention. However, Indonesia has not updated its regulations regarding carriers' limited liability, specifically with regard to the amount of compensation despite its act of ratification in 2019 and continues to use MR 77 of 2011. For instance, Indonesia is still bound by a cap of Rp. 1.25 billion for casualties, which is lower than the Montreal Convention. This does not align with current times, considering the inflations that have occurred. As Indonesia has yet to use the Montreal Convention as its model law, its provisions regarding carriers' liability require harmonization and synchronization. This is contrary to Australia, which has used the Montreal Convention as its model law, as reflected in Chapter IV of the CACL Act. Additionally, it has consistently updated the amount of compensation as it takes into account inflation. Different from Indonesia, both the CACL Act and the Montreal Convention are able to coexist, evident by the existence of provisions adopted from the Montreal Convention that apply to domestic carriers.

Indonesia should immediately amend its regulations regarding carriers' limited liability in accordance with the Montreal Convention. This ensures that the provisions on limited liability are synchronized and harmonized with the Montreal Convention. It should take lessons from Australia, which diligently amends its compensation whenever the Montreal Convention updates the limited liability. Ideally, Indonesia should envisage the provisions of the Montreal Convention into a statutory law (Undang-Undang), rather than a Presidential Regulation (Peraturan Presiden). Further learning from Australia, Indonesia should ensure that the Montreal Convention is not a mere stand-alone basis, but can coexist with its national law.

## **BIBLIOGRAPHY**

**Books:**

- Adhy Riadhy Arafah and Sarah Amalia Nursani. Pengantar Hukum Penerbangan Privat, Prenada Media Group, 2019.
- Andi Hamzah, Hukum Acara Pidana Indonesia, Sinar Grafika, Jakarta, 2011.
- Peter Mahmud Marzuki, Penelitian Hukum: Edisi Revisi, Kencana Prenada Media Group, 2017.
- Sigit Sapto Nugroho and Hilman Syahrial Haq, Hukum Pengangkutan Indonesia, Pustaka Iltizam, 2019.

**Journals:**

- Amad Sudiro, Tinjauan Hukum terhadap Prinsip-prinsip Tanggung Jawab Pengangkut dalam Angkutan Udara, Era Hukum: Jurnal Ilmiah Ilmu Hukum, Vol. 5 No. 3, 1998.
- Arnando Umboh, Tanggung Jawab Pelaku Usaha dalam Pemenuhan Hak Konsumen Menurut Hukum Positif Indonesia, Lex Privatum, Vol. 6 No. 6, 2018.
- Ayu Rafirnahi and Indra Perdana, Tanggung Jawab Hukum Terhadap Penumpang dan Barang Bawaan di Maskapai Penerbangan, Jurnal Tectum LPPM Universitas Asahan, Vol. 1 No. 1, 2019.
- Dewa Dewi Putra *et al.*, Peningkatan Mutu Transportasi Umum Demi Kenyamanan dan Keamanan Negara', Scientific Magazine, Vol. 20 No. 1, 2023.
- Herwin *et al.*, Tinjauan Yuridis Pertanggungjawaban Maskapai Penerbangan Atas Kecelakaan Berdasarkan Undang-Undang Nomor 1 Tahun 2009 Tentang Penerbangan, Iblam Law Review, Vol. 3 No. 3, 2023.
- Krisnadi Nasution, Penerapan Prinsip Tanggung Jawab Pengangkut Terhadap Penumpang Bus Umum, Mimbar Hukum, Vol. 26 No. 1, 2014.
- Pablo Mendes De Leon and Werner Eyskens, The Montreal Convention: Analysis of Some Aspects of the Attempted Modernization and Consolidation of the Warsaw System, Journal of Air Law and Commerce.
- Rahmad Ramadhan Nur, Analisis Yuridis Tanggung Jawab Pengangkut Terhadap Kerugian Yang Dialami Pengguna Jasa Angkutan Udara Internasional Berdasarkan Konvensi Montreal 1999 Di Indonesia, JOM Fakultas Hukum Universitas Riau, Vol. 6 No. 1, 2019.
- Revino W. Mumek, Caecilia J.J. Waha, and Max Karel Sondakh, Tanggung Jawab Hukum Pengangkut Udara Niaga Menurut Konvensi Montreal 1999 dan Undang-Undang Nomor 1 Tahun 2009 Tentang Penerbangan, Lex Privatum, Vol. 11 No. 5, 2023.
- Rhirien Adriani, Tanggung Gugat Pengangkut berdasarkan Peraturan Menteri Perhubungan Nomor 77 Tahun 2011 tentang Tanggung Jawab Pengangkut Angkutan Udara, Jurnal IUS Kajian Hukum Dan Keadilan, Vol. 3 No. 2, 2015.
- Siciliya Mardian Yo'el, Implementasi Perjanjian Internasional di Asean; Praktik di Indonesia, Malaysia, dan Singapura dalam Melaksanakan Asean Agreement on Transboundary Haze Pollution, Voice Justisia, Vol. 2 No. 1, 2018.
- Sulistiyono Adi, Budaya Musyawarah Untuk Penyelesaian Sengketa Win-Win Solution Dalam Perspektif Hukum, Jurnal Hukum Bisnis, Vol. 25 No. 1, 2006.

## Websites:

- Asmokho, “Definisi Bagasi Penumpang Pesawat Udara”, <https://asmokho.wordpress.com/2015/05/03/definisi-bagasi-penumpang-pesawat-udara/>, accessed 17th May 2024.
- Citilink, “Citilink Cargo”, <https://www.citilink.co.id/citilink-cargo#:~:text=FAQ&text=Apa%20yang%20dimaksud%20dengan%20pengiriman,serta%20dengan%20dokumen%20pendukung%20lainnya>, accessed 19th May 2024.
- Cooper Grace Ward Lawyer, “Air carrier’s liability Update”, <https://cgw.com.au/publications/air-carriers-liability-update-2/#:~:text=The%20ACL%20Act%20gives%20the,a%20result%20of%20an%20accident>, accessed 1st June 2024.
- Hukum Online, “Hakim Belum Konsisten Terapkan Hukum Internasional”, <https://www.hukumonline.com/berita/a/hakim-belum-konsisten-terapkan-hukum-internasional-lt52499c5cd0a63/>, accessed 25th May 2024.
- ICAO, “2019 Revised Limits of Liability Under the Montreal Convention of 1999”, [https://www.icao.int/secretariat/legal/Pages/2019 Revised Limits of Liability Under the Montreal Convention 1999.aspx](https://www.icao.int/secretariat/legal/Pages/2019%20Revised%20Limits%20of%20Liability%20Under%20the%20Montreal%20Convention%201999.aspx), accessed 19th May 2024.
- Law Teacher, “Australia is a Dualist Country”, <https://www.lawteacher.net/free-law-essays/australian-law/australia-is-a-dualist-country.php#:~:text=Australian%20legal%20system%20is%20dualist,of%20the%20municipal%20legal%20order>, accessed 12th June 2024.
- Matthew Brooks, “Liability Limits Increased for Domestic Air Carriage in Australia and Montreal Limits on the Increase”, <https://hwlebsworth.com.au/liability-limits-increased-for-domestic-air-carriage-in-australia-and-montreal-limits-on-the-increase/>, accessed 3th June 2024.
- Ria, “Konvensi Montreal: Dibutuhkan Penumpang, Ditakuti Negara”, <https://www.hukumonline.com/berita/a/konvensi-montreal--dibutuhkan-penumpang--ditakuti-negara-lt54d23af3a1660/>, accessed 30th May 2024
- Russell Miller AM, “The Newsletter for Aviation Lawyers in Australia and New Zealand”, Aviation Briefs (online), November 2019, via <http://alaanz.org/Education-Students/aviation-briefs>, accessed 8th June 2024.
- Suria Nataadmadja & Associates Law Firm, “Presumption of Non-Liability & Strict Liability”, <https://www.surialaw.com/news/presumption-of-non-liability-strict-liability>, accessed 11th May 2024.
- Taylor and Scott Lawyers, “Aircraft Accident Compensation”, <https://www.taylorandscott.com.au/compensation-lawyers/compensation-lawyers-aircraft-accidents/aircraft-accident-compensation-flight-injuries/>, accessed 7th June 2024.
- The Guardian, “Coalition to Present ‘Pay on Delay’ Bill to Make Airlines Compensate Affected Passengers” <https://www.theguardian.com/australia-news/2024/feb/09/new-pay-on-delay-airline-flight-delays-bill-compensation-passengers-liberal-coalition-details>, accessed 6th June 2024.