

ABSTRAK

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HAK KEPERDATAAN BAGI KONSUMEN FIRST TRAVEL “STUDI PERKARA PUTUSAN MAHKAMAH AGUNG NO.3096K/Pid.Sus/2018.

(xii + 151 halaman)

Ibadah Umroh adalah ibadah umat Islam yang dilakukan di Mekah al-Mukarramah khususnya di Masjidil Haram. saat ini kebanyakan orang Indonesia memilih melaksanakan ibadah umrah terlebih dahulu sambil menunggu waktu keberangkatan ibadah haji. Tingginya minat umat Islam untuk melaksanakan ibadah umrah merupakan peluang emas bagi para pebisnis. Tidaklah mengherankan bila kemudian travel-travel atau biro-biro jasa perjalanan wisata yang telah terdaftar dan memiliki izin resmi dari Kementerian Agama bersaing menawarkan produk paket-paket murah yang menggiurkan. Penyelenggaraan ibadah umrah antara pihak Biro Perjalanan Penyelenggara Umrah (BPPU) dengan konsumennya yaitu pihak jemaah memiliki hubungan hukum yang melahirkan tanggung jawab, hak dan kewajiban diantara para pihak tersebut, oleh karena itu munculah perikatan. Perikatan yaitu suatu hubungan hukum antara para pihak yang menimbulkan hak (prestasi) dan kewajiban (kontraprestasi) yang saling dipertukarkan oleh para pihak. Metode Penelitian normative dan penelitian yang bersifat deskriptif analisis dipilih penulis karena berkaitan dengan perkara PT First Travel yang gagal memberangkatkan Jemaah telah dinyatakan berkekuatan hukum tetap sehubungan dengan adanya Putusan Pengadilan Negeri Depok, Putusan Pengadilan Tinggi Jawa Barat, dan Putusan Mahkamah Agung yang menyatakan asset PT First Travel Dirampas untuk Negara. Setelah melakukan penelitian penulis menarik kesimpulan berdasarkan Pasal 28 D Undang-Undang Negara Republik Indonesia Tahun 1945 sudah seharusnya menjadi tugas pokok dan tanggung jawab negara untuk memberikan perlindungan dan kepastian hukum khususnya terhadap puluhan ribu konsumen Jemaah PT First Travel yang gagal diberangkatkan ke Tanah Suci. Saran dari penulis Negara melindungi hak-hak keperdataan yang dimiliki konsumen Jemaah PT First Travel terlebih terhadap para calon Jemaah yang sudah berjuang mengumpulkan uang untuk dapat menjalankan ibadah umroh ke tanah suci. Negara juga wajib memberikan solusi terhadap nasib calon Jemaah umroh yang telah membayarkan biaya perjalanan umroh kepada PT First Travel.

Kata Kunci : Hak Keperdataan, Konsumen, Perjanjian

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CIVIL RIGHTS FOR FIRST TRAVEL CONSUMERS “STUDY OF THE JURISDICTION OF THE SUPREME COURT NO. 3096K/Pid.Sus/2018.

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Umrah is a Muslim worship that is carried out in Mecca al-Mukarramah, especially in the Grand Mosque. Currently, most Indonesians choose to perform Umrah first while waiting for the departure of the Hajj pilgrimage. The high interest of Muslims to perform Umrah is a golden opportunity for business people. It is not surprising that then travel-travel or travel service bureaus that have been registered and have official permission from the Ministry of Religion compete to offer tempting cheap package products. The organization of Umrah worship between the Umrah Organizing Travel Bureau (BPPU) and its consumers, namely the congregation has a legal relationship that gives birth to responsibilities, rights and obligations between the parties, therefore an engagement arises. Engagement is a legal relationship between the parties that gives rise to rights (achievements) and obligations (contra-achievements) that are exchanged by the parties. Normative research methods and descriptive analytical research were chosen by the authors because they relate to the case of PT First Travel which failed to dispatch the congregation, which has been declared legally binding in connection with the Depok District Court Decision, West Java High Court Decision, and the Supreme Court Decision stating the assets of PT First Deprived Travel for the State. After conducting research, the author draws conclusions based on Article 28 D of the 1945 Constitution of the Republic of Indonesia, it should be the main duty and responsibility of the state to provide legal protection and certainty, especially to tens of thousands of consumers of the PT First Travel Congregation who failed to depart for the Holy Land. The advice from the author of the State is to protect the civil rights of PT First Travel Congregation consumers, especially to prospective pilgrims who have struggled to raise money to be able to perform Umrah to the holy land. The state is also obliged to provide a solution to the fate of prospective Umrah pilgrims who have paid the cost of Umrah travel to PT First Travel.

Keywords : Civil Rights, Consumer, Agreement