

**THE LEGAL PROTECTION OF CONSUMERS FOR FAILURE DEPARTURE OF
JEMAAH UMRAH OF “FIRST TRAVEL”**

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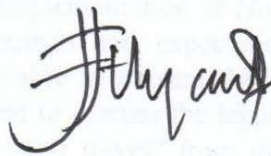
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**THE LEGAL PROTECTION OF CONSUMERS FOR FAILURE DEPARTMENT OF
JEMAAH UMRAH OF "FIRST TRAVEL"**

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The Legal Protection of Consumers for Failure Departure of *Jemaah Umrah* of “First Travel”

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ABSTRACT

The basic and legal implementation of the *Hajj* and *Umrah* contained in Article 1 Paragraph 2 Law No 13 Year 2008 on the Implementation of *Hajj*. The existence of Law No 13 Year 2008 has not answered the demands and expectations of the community, because the substance and scope is not fully able to present the implementation of *Hajj* in a plenary professional. The Author is interest to discuss the legal protection of Consumers for Failure Departure of *Jemaah Umrah* of “first travel” from the beginning to the end of this case. Further review based on problem formulations are: How is the legal protection of consumers for Failure Departure of *Jemaah Umrah* of “First Travel”? and What is the legal remedy that can be done to provide the legal protection of consumers for Failure Departure of *Jemaah Umrah* of “First Travel”? This research is normative legal research. The aims of this research are to know what is the legal protection and the legal remedy that can be done to provide the legal protection of consumers for Failure Departure of *Jemaah Umrah* of “First Travel”. The legal relationship between *Jemaah Umrah* and First Travel as a business actor has arisen when *Jemaah Umrah* and First Travel are bound by an *Umrah* departure service agreement, but the first travel not fulfil the obligation of the agreement. The legal protection provided by the Consumer Protection Law regulated in Law No 8 Year 1999 on Consumer Protection is imperative if legal remedies are implemented. *Jemaah Umrah* here is the victims of criminal acts committed by First Travel. So, the author conclude that The legal protection of consumers for Failure Departure of *Jemaah Umrah* of “First Travel” are arranged imperatively in the Laws and Regulations *Jemaah Umrah* as consumers have the right to legal protection for the organization of the pilgrimage of *Umrah* while providing legal certainty for consumers, in connection with the case of failure of the departure of *Jemaah Umrah* conducted by First Travel has been sentenced criminally and *Jemaah Umrah* as creditors and victims of criminal acts committed by First Travel can file legal remedies if the agreed peace proposal is not carried out as appropriate.

Keywords: *The Legal of Protection, The Legal of Remedy, Jemaah Umrah, First Travel.*

1. INTRODUCTION

The basis and the legal implementation of the *Hajj* and *Umrah* are contained in Article 1 Paragraph 2 Law No 13 Year 2008 on the Implementation of *Hajj*. The existence of Law No 13 Year 2008 has not answered the demands and expectations of the community, because the substance and scope is not fully able to present the implementation of *Hajj* professionally. Although the implementation of the *Umrah* service in Indonesia is a routine activity every month, it always has problems, such as the distance of lodgings from the Al-haram Mosque, the capacity and inadequate accommodation facilities, responsibility, chaotic distribution of catering, neglect of *Jemaah* by *Hajj* Worship Guidance Group (KBIH) or special *Hajj* organizers, ect.

Umrah implementation system in Indonesia is experiencing dynamic fluctuation over time due to the prevailing laws and regulations. *Jemaah Hajj* are protected by Law No 13 Year 2008 on the Implementation of *Hajj*. According to Sudikno Mertokusumo, the existing of laws on *Hajj* is not completed yet.¹ In addition, the regulation that has been implemented sometimes is affected from the Saudi Arabia Government policy. Such condition is subsequently led to the amendment of Indonesian regulation for adjustment and refinement.

Nowadays, there are still number of actual issues that occur in the implementation of *Umrah*, such as: interest on savings, bailout funds, endowments of the ummah, and waiting lists.² First, the issues of interest on savings are caused by the savings of *Hajj* from the initial deposit of *Jemaah* that now reaches around IDR 40 Trillion with average interest IDR 1.5-2 trillion in each year. This is controlled by the Ministry of Religious Affairs and used to subsidize *Jemaah*. This raises the question of whether the law and the validity of interest on savings are utilized without the permission from *Jemaah*. In addition, the large amount of interest is potentially vulnerable to deviations and misappropriation, as examined by the Corruption Eradication Commission (KPK).³

Based on a series of *Jemaah Umrah*, activities outside the *Hajj* season includes the guidance, service and protection of *Jemaah* conducted by the Government or the implementation of the *Umrah* trip as set forth in Article 1 Paragraph 1 of the Regulation of the Minister of Religious Affairs of the Republic of Indonesia No. 8 of 2018 on the Implementation of *Umrah*. The regulation also regulates the implementation of *Jemaah Umrah* conducted by First Travel in the departure of *Jemaah Umrah* starting from the preparation of the *Jemaah Umrah*, during the journey of worship lasting until returning home to Indonesia.

PT. First Anugrah Karya Wisata (First Travel) is *Umrah* bureau and tours with *Umrah* package cheaper IDR 5,000,000 (five million rupiah) from the normal price. Normal *Umrah* package price around IDR 19,000,000 – IDR 20,000,000 while *Umrah* package price at First Travel only IDR 14,000,000 - IDR 15,000,000. Some people are interested to worship in the Mecca with a relatively low cost. First Travel started its business from a tour travel business, that organized by CV First Travel Karya Utama which was established on July 1, 2009. The First Travel initially only offered domestic and international travel services for individuals and companies.

¹ Sudikno Martokusumo, 1986, *Mengenal Hukum*, Yogyakarta: Liberty, p. 36.

² Nurul Hidayati, 2014, "Penerapan Fungsi Manajemen Dalam Penyelenggaraan *Umrah* di Indonesia", *Jurnal Riset Hukum Indonesia*, Vol. 23 No. 2, June 2014, p. 27.

³ *Ibid.*

Since 2011, the *Umrah* organized by PT First Anugrah Karya Wisata growing rapidly from year to year.⁴

After 6 years running, their business experienced strange activity. It was the Ministry of Religious Affairs who first monitored that there was something strange about the First Travel business model. First Travel received the attention from Religion Ministry after First Travel failed to dispatch *Jemaah Umrah* on March 28th, 2017.

The *Jemaah* who failed departing were lodged in the hotel around Soekarno Hatta Airport. The Ministry of Religious Affairs also facilitated the clarification, investigation, advocate, and mediation with the *Jemaah* that was first conducted on April 18th, 2017. *Jemaah* feel cheated because some failed for three times of departing *Umrah*. When *Jemaah* asked for clarity, First Travel management always rambled. During the meeting, the Ministry of Religious Affairs immediately asked the clarification of the case to the First Travel officials.

However the management did not give any answers at all, the Ministry of Religious Affairs invited First Travel to mediate with *Jemaah*. They sent a legal counsel but it did not proceed the problem. The legal team of First Travel was not equipped with a power of attorney. On the other hand, on the same date, 600 *Jemaah* of First Travel from East Java complained to Legislative Assembly. 600 *Jemaah* from East Java were abandoned in the capital for four days and never knew when to fly the Mecca.⁵

The Ministry of Religious Affairs again called First Travel for the second time on May 24th, 2017, this effort was also failed because the management did not present. On June 2nd, 2017, mediation was held between First Travel with a number of *Jemaah* from Bengkulu. For many times, First Travel official provided no solution that can be given. That day was the last mediation effort and failed because the First Travel official did not present.⁶

2. RESEARCH METHOD

2.1. Type of Research

The author of this Undergraduate Thesis will use a normative legal research. Normative legal research is research based on literature. The method is conducted by examining the existing literature; this research applied the research on legal principle and research on legal system.⁷ In other word, normative legal research is a scientific research procedure to find truth based on legal scientific logic in term of its normative.⁸ Then, the author also applied statute approach which means to elaborate some regulations namely Law No 8 Year 1999 about Consumer Protection, Civil Code, Criminal Code, Law No 37 Year 2004 about Bankruptcy and Suspension of Payment Obligation, and Regulation of the Minister of Religious Affairs of the Republic of Indonesia No. 8 of 2018 on the Implementation of *Umrah*.⁹

⁴ Wisnu Prasetyo, 2017, "Kronologi Tumbangnya First Travel", taken from <https://kumparan.com/wisnu-prasetyo/kronologi-tumbangnya-first-travel>, accessed on Thursday, November 2nd, 2017 at 10.23 am.

⁵*Ibid.*

⁶*Ibid.*

⁷ Soerjono Soekanto and Sri Mamudji, 1985, *Penelitian Hukum Normatif: Suara Tinjauan Singkat*, Jakarta: Rajawali Press, pp. 13-14.

⁸Hardijan Rusli, 2006, "Metode Penelitian Hukum Normatif: Bagaimana?", *Journal of Law Review of Universitas Pelita Harapan*, Vol. 5 No. 3, 2006, P. 40.

⁹Johny Ibrahim, 2006, *Teori dan Metodologi Penelitian Hukum Normatif*, Malang: Boymedia, p. 302.

2.2. Research Approach

The used research approach is statute approach and case approach. Statute approach is taken from review of all regulation or jurisprudence related with this research. Case approach is taken from review of all cases related with this research.

2.3. Type of Data

This Undergraduate Thesis used the material taken from literatures. It consists of primary, secondary and tertiary legal material.

- a. Primary legal material, as follows:¹⁰
 - 1) Consumer Protection Act,
 - 2) Civil Code,
 - 3) Criminal Code,
 - 4) Law No 37 Year 2004 about Bankruptcy and Suspension of Payment Obligation,
 - 5) Regulation of Religion Minister No 8 Year 2018 about Implementation of *Umrah*.
- b. Secondary legal material consists of several documents related to the primary legal material, such as:¹¹
 - 1) Abstracts,
 - 2) Books or textbooks,
 - 3) Bibliographies,
 - 4) Journal, and
 - 5) Review.
- c. Tertiary legal material: legal or non-legal material to support the primary and secondary material.¹²

2.4. Method of Collecting Data

The method of collecting data in this Undergraduate Thesis was done through library research and the source of data are substantive legal rules, legal doctrines or legal concepts, and judicial decisions thereon. The specific required documents for doctrinal legal research is provided in law library.¹³

2.5. Method of Data Analysis

The data is analyzed systematically using juridical qualitative. It means the author analyzed the data based on the Consumers Law, especially the Consumers Protection Law. It was connected with the principle of law, legal protection of consumers and other related regulation.¹⁴

3. DISCUSSION

3.1. The Legal Protection of Consumers for Failed Departure of *Jemaah Umrah* of “First Travel” Based on Law No 8 Year 1999 about Consumer Protection.

Law No 8 Year 1999 about Consumer Protection regulates criminal provisions that provide legal protection for consumers, criminal sanctions that can be imposed

¹⁰ Bahder Johan Nasution, 2008, *Metode Penelitian Ilmu Hukum*, Bandung: Mandar Maju, p. 86.

¹¹ *Ibid.*

¹² Soerjono Soekanto and Sri Mamudji, *op. cit.*, p. 33.

¹³ Khusbal Vibhute and Filipos Aynalem, 2009, “Legal Research Methods Teaching Material”, *Prepared under the Sponsorship of the Justice and Legal System Research Institute*, Vol. 1, 2009, P. 71.

¹⁴ Johnny Ibrahim, *op. cit.*, p. 303.

on First Travel are Article 62 of Law No 8 of 1999 about Consumer Protection in violation of article 16 which states:

Business actors in offering goods and/or services through orders are prohibited from:

- a. Not keeping the order and/or settlement time agreement as promised;
- b. Not keeping promises of services and/or achievements.

The fact that First Travel markets *Umrah* travel services at low prices, namely IDR 14,000,000 (fourteen million rupiahs) to subsequently not fulfill the order and/or agreement on the settlement time as promised.

Based on the explanation above, the legal protection provided by the Consumer Protection Law is imperative if legal remedies are implemented, but in fact this legal effort is not carried out by *Jemaah Umrah* of First Travel.¹⁵

3.2. The Legal Protection of Consumers for Failure Departure of *Jemaah Umrah* of “First Travel” Based on Civil Code.

The occurrence of default comes from the fault (*schuld*) of the debtor, namely not carrying out the contractual obligations that should be fulfilled by the debtor. This mistake is a mistake in the broadest sense, which is in the form of intentions (*opzet*) or negligence (*onachtzaamheid*). In a narrow sense, mistakes only mean intentions.¹⁶ Errors in default are errors that cause losses to creditors. The act in the form of default causes loss to the creditor, and the act must be blamed on the debtor.

The loss must be blamed on the debtor (First Travel). If the element of intent or negligence in an event that causes a loss to the creditor (*Jemaah Umrah*) and can be accounted for by the debtor. The loss suffered by the creditor can be in the form of costs incurred by the creditor to fulfill its obligations to the debtor (First Travel), loss that befell the property of the creditor, or loss of expected profit.¹⁷

Based on the explanation above, it can be concluded that the Civil Code provides Legal Protection for both parties, both creditors and debtors to guarantee the performance of the achievements of both parties, if one party does not carry out its achievements, the injured party has legal protection and legal certainty for demanding their rights legally. because of the fact that *Jemaah Umrah* as the creditor suffered material losses reaching IDR1,000,000,000,000 (one trillion rupiahs) because of the debtor's exhaustion, First Travel. Based on this, *Jemaah Umrah* as the debtor can claim compensation to the creditor in this case First Travel because the *Jemaah Umrah* as the debtor has the right to legal protection based on the Civil Code.¹⁸

3.3. The Legal Protection of Consumers for Failure Departure of *Jemaah Umrah* of “First Travel” Based on Criminal Code.

One of the fundamental things in the legal protection is the equality before law (*persamaan di depan hukum*). This basic principle is closely related to the role of the state in the process of law. Besides enforcing law, state also has an obligation to

¹⁵ Budi Sam Law Malau, 2018, “Pasutri Bos First Travel dituntut Jaksa Pidana Penjara 20 tahun”, taken from <http://www.tribunnews.com/nasional/2018/05/07/pasutri-bos-first-travel-dituntut-jaksa-pidana-penjara-20-tahun>, accessed on Wednesday, august 1, 2018 at 07.15 a.m.

¹⁶ Ridwan Khairandy, *op.cit*, p. 281

¹⁷ *Ibid.*

¹⁸ Satria Sukananda, *Tanggung Jawab Badan Usaha Bandar Udara Terhadap Perusahaan Penerbangan Akibat Adanya Return To Base di Indonesia*, (Surabaya: Jurnal Hukum Justitia Fakultas Hukum Universitas Muhammadiyah Surabaya, Vol 1 No. 1 October 2018)

provide legal protection for its citizens. Legal protection (criminal law) is provided through a system namely a criminal justice system consisting of the Police, Attorney General's Office, Judiciary and Correctional Institution, this is given by the state as a form of protection for every citizen in conflict with the law whether they are perpetrators or victims from a crime.¹⁹

From the criminal aspect, criminal liability can be requested from First Travel because it is considered to have made a mistake. Errors are very important to determine a person committing a crime or not because in a known criminal principle “there is no crime without error” (*geen straf zonder schuld*), in connection with this, there are some errors or criminal acts committed by First Travel, that is:

- a. Crime of fraud (article 372 of the Criminal Code)
- b. Crime of fraud (Article 378 of the Criminal Code)
- c. Crime of money laundering (Law No. 8 of 2010 concerning Prevention and Eradication of Money Laundering). PPATK suspects that funds belonging to prospective *Jemaah Umrah* of First Travel, apart from being used to dispatch prospective *Jemaah Umrah*, are also used by suspects to purchase assets for personal gain.

The Criminal Code provides imperative legal protection to *Umrah* pilgrims who are victims of crimes committed by First Travel. And the facts that happened were that the perpetrators of First Travel had been sentenced to prison, namely Andika Surachman and Anniesa Hasibuan as the Director of First Travel is sentenced for 18 Years of Prison and IDR 10,000,000,000 (ten billion rupiah) of sanction, Siti Nuraidah Hasibuan as director of finance and commissioner of First Travel is sentenced to 15 years in prison and with IDR 5,000,000,000 (five billion rupiah).²⁰

Criminal justice that is applied to criminal cases carried out by First Travel has been applied correctly by using the principle of material truth which puts the evidence to the truth. This can be seen from the witness, Syahrini, who is endorsed since she is considered to enjoy free *Umrah* travel facilities and allegedly participated in enjoying the proceeds of crime committed by First Travel even though the trial was not proven.²¹

3.4. The Legal Protection of Consumers for Failure Departure of *Jemaah Umrah* of “First Travel” Based on Law No 37 Tahun 2004 about Bankruptcy and Suspension of Payment Obligation (PKPU)

To avoid the establishment of bankruptcy by the court with a fixed judge's decision, a legal effort will be made that can balance the existence and function of the bankruptcy law itself, namely by Suspension of Payment Obligation (PKPU). Suspension of Payment Obligation can be submitted by debtors and creditors who have good faith, in which the application for filing a Suspension of Payment Obligation must be submitted before the decision of the bankruptcy statement is pronounced. Postponement of Debt Payment Obligations is an offer of a plan by the debtor which is to provide an opportunity for debtors to restructure their debts, which

¹⁹ Sigit Prihanto, *Penegakan Hukum Terhadap Tindak Pidana Penipuan Calon Jemaah Umrah*, (Jurnal Hukum Khairah Ummah Vol. 12 No.4 December 2017), p. 887

²⁰ Pengadilan Negeri Depok, 2018, “Sidang Perdana Kasus First Travel”, taken from <http://www.pn-depok.go.id/index.php/berita/arsip-berita/324-sidang-perdana-kasus-first-travel>, accessed on Wednesday, august 1, 2018 at 10.00 a.m

²¹ Pengadilan Negeri Depok, 2018, “Sidang Perdana Kasus First Travel”, taken from <http://www.pn-depok.go.id/index.php/berita/arsip-berita/324-sidang-perdana-kasus-first-travel>, accessed on Wednesday, august 1, 2018 at 10.00 a.m

may include payment of all or part of the debt to the creditor. Suspension of Payment Obligation will bring legal consequences to all debtor assets, where during Suspension of Payment Obligation, debtors cannot be forced to pay their debts, and all execution actions that have been initiated to obtain debt repayments must be suspended.

The legal protection based on Law No. 37 Year 2004 about Bankruptcy and Suspension of Payment Obligation (PKPU) can apply the Suspension of Payment Obligation (PKPU) has been carried out by Debtors (First Travel) and Creditors (*Jemaah Umrah*). The creditor (*Jemaah Umrah*) is allowed to apply for a Suspension of Payment Obligation (PKPU), if the creditor (*Jemaah Umrah*) has more than one creditor²² and not in a position to predict that it will not be able to continue repaying the debts that have fallen and can be collected.²³ The Suspension of Payment Obligation (PKPU) must be submitted by the Debtor (First Travel) before there is a bankruptcy decision, after the bankruptcy statement is said, the debtor can no longer apply the Suspension of Payment Obligation (PKPU). Submission of the Suspension of Payment Obligation (PKPU) by Creditors aims to allow the debtor (First Travel) to submit a peace plan which includes part or all of the debt offer to its creditor (*Jemaah Umrah*).

Creditors (*Jemaah Umrah*) are allowed to submit applications for Suspension of Payment Obligation (PKPU). The definition of concurrent creditor is a creditor who does not have collateral rights on the assets of the debtor (First Travel) as collateral for payment of debt, while the understanding of Preferred Creditor or Separatist is the creditor holder of collateral rights and specifically the creditor.

Permanent Suspension of Suspension of Payment Obligation (PKPU) that has been terminated by the Commercial Court has a subsequent extension period which cannot exceed 270 (two hundred seventy) days from the date the decision of the Suspension of Payment Obligation (PKPU) is terminated by the Commercial Court. Concurrent creditors have the right to determine a permanent Suspension of Payment Obligation (PKPU) for a Debtor, while the Commercial Court is the party authorized to determine this with the approval of a concurrent creditor.²⁴

In connection with fraud cases, First Travel has been proposed by *Jemaah Umrah* through the Suspension of Payment Obligation (PKPU) through the Central Jakarta Commercial Court. On Wednesday 30 May 2018 the Central Jakarta Commercial Court Judges gave a decision on peace or granted a peace agreement from the creditor meeting of the Suspension of Payment Obligation (PKPU) from First Travel. This decision is a follow-up to the voting meeting, aka the peace vote on the creditor on 15 May 2018. Where the result, from 47,452 (forty seven thousand four hundred fifty two) First Travel creditors who present with a bill value of IDR 749,000,000,000 (seven hundred forty nine billion), 31,811 creditors with a bill of IDR 503,000,000 (five hundred three billion) approved the peace effort, while 15,641 creditors with a bill worth IDR 245,000,000,000 (two hundred forty five billion) refused. With this decision, the debtor must settle his bills to the creditor in accordance with the proposed peace proposal.

²²Law No 37 Year 2004 about Bancruptcy and Suspension of Payment Obligation (PKPU) Article 222 point 1.

²³Law No 37 Year 2004 about Bancruptcy and Suspension of Payment Obligation (PKPU) Article 222 point 2.

²⁴ Law No 37 Year 2004 about Bancruptcy and Suspension of Payment Obligation (PKPU) Article 228 point 6.

While in the peace proposal itself there are three main provisions proposed by First Travel. First, First Travel will send the *Jemaah Umrah*. Second, it will refund those who don't want to depart. Third, First Travel asks for six to twelve months to form a new management, so that the new dispatch option can be implemented in 2019, while the refund option can only be done two years after homologation (ratification of the judge on the agreement between the debtor and concurrent creditor to end bankruptcy).²⁵

3.5. The Legal Protection of Consumers for Failure Departure of *Jemaah Umrah* of “First Travel” Based on Regulation of Religion Minister No 8 Tahun 2018 about Implementation of *Umrah*

Based on Article 29 and Article 30 of the Regulation of Religion Minister No. 8 Year 2018 about the Implementation of *Umrah*, *Jemaah Umrah* are entitled to complaint facilities and organizers of the *Jemaah Umrah* trip must:

- a. Providing means of delivering *Jemaah* complaints;
- b. Having a mechanism for handling complaints from *Jemaah* and
- c. Make an official report on the handling of *Jemaah* complaints.

Based on the explanation above, it can be concluded that Regulation of Religion Minister Number 8 Year 2018 Regarding the Implementation of *Umrah* has provided legal protection to *Jemaah Umrah* while providing Legal Certainty to *Jemaah Umrah*.

4. CONCLUSION AND RECOMMENDATION

4.1. Conclusion

1. The legal protection of consumers for Failure Departure of *Jemaah Umrah* of “First Travel” are arranged imperatively in the Laws and Regulations, namely Law No 8 Year 1999 about Consumer Protection, Civil Code, Criminal Code, Law No 37 Year 2004 about Bankruptcy and Suspension of Payment Debt, and Regulation of Religion Minister No 2018 about Implementation of *Umrah*. Based on this, *Jemaah Umrah* as consumers have the right to legal protection for the organization of *Jemaah Umrah* while providing legal certainty for consumers, in connection with the case of departure failure of *Jemaah Umrah* conducted by First Travel has been sentenced criminally by ruling on Andika Surachman and Anisesa Hasibuan as director of First Travel with 20 years imprisonment and IDR 10,000,000,000 (ten billion rupiah) subsidy imprisonment 1 year and 4 months and Siti Nuraidah Hasibuan as director of finance with an imprisonment of 18 years and a fine of 5,000,000,000 (five billion rupiahs) subsidy 1 year in prison concerning compensation for peace which begins with the Suspension of Payment Debt petition was filed by *Jemaah Umrah* who suffered losses reaching IDR 1,000,000,000 (one trillion rupiahs) in the central Jakarta commercial court and the panel of judges gives a decision of peace with the consequences that First Travel must implement the provisions in accordance with the proposed peace proposal.
2. *Jemaah Umrah* as creditors and victims of criminal acts committed by First Travel can file legal remedies if the agreed peace proposal is not carried out as appropriate. The legal effort can be taken by filing a civil claim through the District Court. The lawsuit can be submitted to First Travel, upon the choice of the

²⁵ Anggar Septiadi, 2018, “PKPU First Travel Resmi berakhir Damai, <https://nasional.kontan.co.id/news/pkpu-first-travel-resmi-berakhir-damai>, accessed on Wednesday, august 1, 2018 at 10.20 a.m

plaintiff in the District Court of all Indonesian territories by using Indonesian law. Good before the court that has jurisdiction over the First Travel address or legal domicile designated in the agreement between First Travel and *Jemaah Umrah*.

4.2. Recommendation

Some recommendation in this research entitled "The Legal Protection of Consumers for Failure Departure of *Jemaah Umrah* of First Travel" is:

1. In the case of this study, the authors expect the government to be more assertive in the implementation of travel agency supervision, the implementation of regulations in accordance with existing rules, and the provision of punishment of the parties that harm.
2. Author hopes the bureau's party to be transparent in providing services in accordance with the agreed, the implementation in accordance with the rules in order to fulfill the right of *Jemaah Umrah*.
3. Author hopes the public to be more intelligent in the acceptance of *Umrah* information with a cheap price, ask what facilities are obtained, ask for travel schedules and make written agreements to prevent actions that are not in want.
4. Author hopes his research can be used as reference and basis for further research, especially on the legal protection of consumers for Failure Departure of *Jemaah Umrah* of "First Travel".

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