

## Legal Consequences of Excessive Compensation in Hotel Consumer Disputes: Case No. 649/Pdt.G/2023/PN Jkt.Pst

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### Abstract

The rapid expansion of the hospitality sector has introduced complex legal issues related to hotel liability in maintaining guest safety and comfort. This research examines hotel liability for losses caused by employee negligence and examines the classification and application of material and immaterial damages within Indonesian civil law, with a particular focus on "Decision No. 649/Pdt.G/2023/PN Jkt.Pst." Using a normative juridical approach with a statutory analysis, this study reviews the Consumer Protection Law (Law No. 8 of 1999) and the Indonesian Civil Code, supported by scholarly literature. The results indicate that negligence committed by hotel employees satisfies the elements of an unlawful act as stipulated in Articles 1365, 1366, and 1367 of the Civil Code, establishing the hotel's responsibility under both tort and consumer protection frameworks. Nevertheless, the court's reasoning reveals inconsistencies in categorizing compensation, where certain tangible losses were erroneously treated as intangible damages. Such misclassification risks overlapping claims and excessive restitution, which contradicts the principles of fairness and proportionality. This study contributes by critically evaluating how Indonesian courts distinguish between material and immaterial damages, highlighting the risks of misclassification concerning compensation classification, underscoring the importance of legal certainty, substantive justice, and the preventive as well as educative roles of compensation. The findings are expected to enrich the development of civil law and strengthen consumer protection mechanisms within Indonesia's hospitality industry.

## 1. Introduction

The rapid growth of Indonesia's hospitality industry has introduced complex legal challenges regarding hotel liability for guest safety and security with the emergence of various international and domestic hotel chains offering convenient reservation systems, comprehensive facilities, and excellent services. Consumers now expect not only a comfortable place to stay but also demand friendly, professional service and a sense of security during their stay.<sup>1</sup> Poor service or negligence on the part of the hotel can lead to dissatisfaction, or even tangible losses for guests. This underscores the importance of high service standards and the implementation of the principle of due care by hotel management, particularly in aspects concerning safety and the protection of guests' belongings.

However, behind this rapid development of the hospitality industry, the possibility of unlawful acts (known as *perbuatan melawan hukum* or "PMH") cannot be ruled out. Cases involving loss of guest property, privacy violations, and negligence in security procedures are clear examples of how disputes may arise from the legal relationship between hotels and

<sup>1</sup> Hidayat, Candra, Anis Darsiah, dan Fifi Nofiyanti. "Hotel Service Quality in Jakarta, Indonesia." *IJSRM* 13, no. 7 (2025): 1. <https://ijsrm.net/index.php/ijsrm/article/view/6487/4026>

guests.<sup>2</sup> These situations pose challenges for accommodation providers to ensure safety, while also raising legal questions regarding the extent of a hotel's liability for the losses suffered by guests. This phenomenon aligns with the increasingly complex nature of civil legal relations in Indonesia, as social and economic interactions grow both domestically and internationally. One of the most frequently emerging legal issues is the occurrence of unlawful acts (*PMH*) along with the resulting claims for compensation. In the context of Indonesian civil law, *PMH* is governed under Article 1365 of the Indonesian Civil Code (*KUHPerdata*), which states: "Every unlawful act that causes harm to another person obliges the person who, due to their fault, has caused the loss, to compensate for the damage." This provision serves as the legal basis for any individual who suffers losses to seek remedies, including both material and immaterial compensation.<sup>3</sup>

"Case Decision No. 649/Pdt.G/2023/PN Jkt.Pst" serves as a concrete example of how the principle of unlawful acts (*PMH*) and the concept of compensation are tested in court. This case arose from a lawsuit filed by a businessman and investor from Lebanon, Bassem Abdallah ("Plaintiff"), who suffered significant losses while staying at an international hotel chain, Holiday Inn Express Jakarta Wahid Hasyim. During his stay, the Plaintiff lost various valuable items, including cash, jewelry, watches, mobile phones, identification documents, and other personal belongings.

This case involves two defendants. Capriansyah Rizaldi ("Defendant I") is the perpetrator of the theft who managed to enter the Plaintiff's room and steal his valuables. Holiday Inn Express Jakarta Wahid Hasyim ("Defendant II") is the hotel operator where the incident occurred. The theft was not solely the result of Defendant I's criminal actions but was also triggered by the negligence of Defendant II. During the trial, it was revealed that hotel reception and security staff granted access to Defendant I without proper identity verification. Furthermore, the receptionist disclosed sensitive information, including the Plaintiff's room number, which made it easier for Defendant I to locate his target. This negligence by the hotel receptionist created the opportunity for the theft to occur, legally establishing a causal relationship between the hotel's negligent actions and the losses suffered by the guest.

Furthermore, the trial concluded that the negligence of the hotel staff fulfilled the elements of *PMH* as regulated under Articles 1365, 1366, and 1367 of the Civil Code. The elements of negligence (*culpa*) and causal relationship (*causal verband*) between the staff's actions and the Plaintiff's losses were proven. This aligns with research conducted by Raafid Febriansyah et al., titled "Unlawful Acts as Obligations Arising from Law: Implications for Determining Compensation," which explains that determining compensation for *PMH* requires four essential elements: the existence of an unlawful act, the occurrence of losses, a causal relationship between the act and the losses, and the existence of fault on the part of the perpetrator.<sup>4</sup>

From a consumer protection perspective, this case also highlights the importance of implementing Article 4(a) of Law No. 8 of 1999 on Consumer Protection, which guarantees consumers' rights to comfort, safety, and security in the use of goods/services. As a service

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<sup>2</sup> Andi Istiana Inayah Dwi Putri, "Perlindungan Hukum Bagi Konsumen Terhadap Kehilangan Barang di Kamar Hotel Berdasarkan Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen," *JlIC* 1, no. 10 (2024): 1, <https://jicnusantara.com/index.php/jiic/article/view/2080/2123>.

<sup>3</sup> Ayup Suran Ningsih dan Harumsari Puspa Wardhani, "Perbuatan Melawan Hukum dalam Hukum Perikatan: Unsur-Unsur Perbuatan dan Implikasi Kewajiban Ganti Rugi," *The Prosecutor Law Review* 2, no. 1 (2024): 32, <https://prolev.kejaksaan.go.id/kejaksaan/article/view/33>

<sup>4</sup> Raafid Febriansyah, Zhufar Athalla Kurniawan, Firny Ramadina Syahladin, Giaby Amanda Larasati, dan Surahmad S, "Perbuatan Melawan Hukum (*PMH*) Sebagai Perikatan yang Lahir Karena Undang-Undang: Implikasi Terhadap Penentuan Ganti Rugi," *Media Hukum Indonesia* 2, no. 4 (2024): 597, <https://ojs.daarulhuda.or.id/index.php/MHI/article/view/946>

provider, a hotel has a duty of care to ensure a safe environment for its guests, including protecting their belongings. When this obligation is not fulfilled, the consequences go beyond reputational damage and may lead to civil liability in the form of both material and immaterial compensation.<sup>5</sup>

The urgency of this research lies in the need to provide legal certainty and effective protection for consumers in the increasingly competitive hospitality industry. The negligence that occurred in this case reveals gaps in the implementation of hotel security standard procedures that could lead to significant guest losses. This study offers novelty by analyzing a recent court decision, “No. 649/Pdt.G/2023/PN Jkt.Pst”, through an approach that evaluates the application of the concept of compensation both material and immaterial within the framework of substantive justice. In addition to reviewing the legal basis, this research emphasizes the preventive and educational functions of compensation as a reference for the development of jurisprudence and the improvement of service standards and consumer protection in the hospitality sector.

Previous academic research has asserted that compensation provisions in the Civil Code are often considered unresponsive to modern social and economic dynamics. Syaiful Badri et al., in their study titled “Legal Consequences of Excessive Compensation and Misapplication of Compensation: A Critical Analysis of Decision No. 649/Pdt.G/2023/PN Jkt.Pst” emphasized the need for reform in civil law to address legal uncertainty and inconsistency in applying compensation provisions, in order to ensure proportional justice for victims of PMH. This view is also supported by Gisni Halipah et al., in their research title “Juridical Review of the Concept of Unlawful Acts in the Context of Civil Law,” which asserts that unlawful acts have significant implications for civil liability and compensation beyond contractual relationships.<sup>6</sup>

Compensation becomes a central aspect of this case, as the primary goal of civil litigation is to restore the losses suffered by the injured party (*restitutio in integrum*). In civil law, compensation includes material losses such as loss of property and money, as well as immaterial losses such as the loss of a sense of security and peace of mind. This court decision is important as a reference because it affirms that compensation is not merely financial compensation but also serves preventive and educational functions to encourage greater caution among business actors. Legal literature also highlights that ambiguity and inconsistency in the application of compensation may lead to legal uncertainty, thus decisions like this are expected to provide firmer standards for future court rulings.

Therefore, “Decision No. 649/Pdt.G/2023/PN Jkt.Pst” is not merely a resolution of an individual dispute but carries strategic significance for the development of civil law in Indonesia. A critical analysis of this decision is needed to assess the extent to which the court has applied the principle of substantive justice, ensured fair compensation for the victim, and created a deterrent effect for negligent business actors. This study also has the potential to drive jurisprudential reform regarding compensation calculations, particularly broader recognition of immaterial losses, to ensure optimal consumer protection in the future.

## 2. Methods

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<sup>5</sup> Eka Damayanti, “Perlindungan Konsumen terhadap Pelayanan dari Pihak Hotel (Studi di Hotel Golden Palace Lombok Kota Mataram),” *Jurnal Ilmiah, Fakultas Hukum Universitas Mataram* (2019): 11

<sup>6</sup> Gisni Halipah, Dani Fajar Purnama, Bintang Timur Pratama, Budi Suryadi, dan Fauzi Hidayat, “Tinjauan Yuridis Konsep Perbuatan Melawan Hukum dalam Konteks Hukum Perdata,” *Jurnal Serambi Hukum* 16, no. 1 (2023): 139, <http://www.journal.uniba.ac.id/index.php/SH/article/view/923>

This study employs normative legal research, which examines legal norms and principles derived from statutes, court decisions, and legal doctrine. This approach is appropriate for analyzing the legal principles underlying hotel liability and compensation classification, which in this case involves analyzing the Consumer Protection Law to address the problem of hotel liability for negligence committed by its employees.<sup>7</sup> Furthermore, this research adopts a statutory approach that is employed to conduct an in-depth analysis of various laws and regulations directly related to the legal issue under study.<sup>8</sup> Through an examination of the applicable regulations, this research seeks to identify the legal norms underlying the obligations and to evaluate the extent to which these norms have been effectively implemented in practice. Thus, the study does not merely analyze the law textually, but also compares it with its implementation in reality to uncover the core issues or shortcomings that require further attention. Data were collected through library research, utilizing primary and secondary legal materials. This secondary data includes information not obtained directly, but through books, articles, previous studies, and archival materials.<sup>9</sup> The legal materials used in this research consist of:

- a. Primary legal materials: “the Indonesian Civil Code, Law No. 8 of 1999 concerning Consumer Protection, Supreme Court Decision No. 588 K/Sip/1983, and Supreme Court Decision No. 19 K/Sip/1983”.
- b. Secondary legal materials: legal sources in the form of books, journals, and legal articles.

### 3. Results and Discussion

#### 3.1. Legal Liability of Hotels for Employee Negligence

##### 3.1.1 The Application of the Consumer Protection Act and the Civil Code in Hotel Employee Negligence Liability

The court’s simultaneous reliance on both legal frameworks raises significant interpretive concerns. The Consumer Protection Act functions as *lex specialis*, which normatively should override the general provisions of the Civil Code (*lex specialis derogat legi generali*). This principle is well established in Indonesian civil law doctrine, where general norms no longer apply when a more specific provision governs a particular legal relationship.<sup>10</sup> Thus, the judges ought to have relied exclusively on the Consumer Protection Act as the primary legal foundation for assessing the liability of the business actor toward the consumer.

However, a weakness emerges regarding the evidentiary requirements of Article 4(h) of the Consumer Protection Act, which provides consumers the right to seek compensation when goods or services fail to meet the terms of the “agreement” or are not delivered as expected. In this case, there was no written agreement explicitly containing a compensation clause in the

<sup>7</sup> Dr. Muhaimin, *Metode Penelitian Hukum* (2020), 45.

<sup>8</sup> *Metode Penelitian* (Yogyakarta: Unika Atma Jaya), 42, <http://ejournal.uajy.ac.id/11855/4/MIH024323.pdf>

<sup>9</sup> Sugiyono, *Metode Penelitian Kuantitatif* (2017).

<sup>10</sup> Vinny Aprilia, Shenti Agustini, dan Ampuan Situmeang, “Analisis Perlindungan Hukum Konsumen terhadap Klausula Baku pada Perjanjian Kredit Perbankan,” *Jurnal Hukum To-Ra: Hukum untuk Mengatur dan Melindungi Masyarakat* 11, no. 1 (2024): 23, <https://www.ejournal.fhuki.id/index.php/tora/article/download/412/200>

event that the hotel failed to safeguard the consumer's belongings. The absence of a written agreement likely explains why the judges did not rely exclusively on the Consumer Protection Act. Nevertheless, in consumer transactions, agreements are not always made in written form.<sup>11</sup> Civil law doctrine affirms that under Article 1320 of the Civil Code, a valid agreement does not require a written form; oral agreements remain binding as long as they fulfill both subjective and objective requirements. The issue, therefore, lies not in the validity of the agreement but in its evidentiary strength. Written agreements possess stronger evidentiary value, while unwritten agreements require other supporting evidence, such as witness testimony or admission.<sup>12</sup>

In this context, the judges appear to have combined the Consumer Protection Act and the Civil Code to address the evidentiary weakness. By referring to Article 1365 of the Civil Code, the judges did not need to depend on the existence of a written contract but could instead assess the presence of negligence and a causal relationship.<sup>13</sup> This approach is practically beneficial for consumers but normatively creates ambiguity, whether the hotel's liability arises purely from the violation of consumer rights as regulated in the Consumer Protection Act (*UUPK*), or from an unlawful act under the Civil Code (*KUHPerdota*). This lack of clarity may reduce consistency in the application of the *lex specialis* principle and lead to legal uncertainty for business actors.

### 3.1.2 Elements of Unlawful Acts and the Limits of Hotel Liability

The liability of the hotel in "Case No. 649/Pdt.G/2023/PN Jkt.Pst" can be analyzed through the elements of an unlawful act (*PMH*) as stipulated in Article 1365 of the *Indonesian Civil Code (KUHPerdota)*. These elements consist of the presence of an act, the act's unlawful nature, the existence of fault, the occurrence of loss, and a causal connection between them.<sup>14</sup> The judge found that the hotel receptionist was negligent for granting room access without prior verification, which resulted in the loss of the consumer's belongings. Thus, all elements of an unlawful act were fulfilled, making the legal basis for the hotel's liability clear.

In civil law doctrine, the notion of an unlawful act has evolved to encompass not only breaches of statutory provisions but also actions that violate legal duties, infringe upon the rights of others, offend moral values, or contradict the principles of propriety recognized in society. This broader interpretation originated from the 1919 decision of the Hoge Raad in the *Lindenbaum vs. Cohen* case, which was subsequently incorporated into the Indonesian legal

<sup>11</sup> Dewi Noviarni, "Tinjauan Hukum Terhadap Penerapan Perjanjian Tidak Tertulis dalam Kegiatan Usaha," *At-Tadabbur: Jurnal Penelitian Sosial Keagamaan* 14, no. 1 (2024): 1, <https://ejournal.anadwah.ac.id/index.php/Attadabbur/issue/view/81>

<sup>12</sup> Jessica Esther Warouw, *Pembuktian Perjanjian Tidak Tertulis di Hadapan Pengadilan, Lex Privatum* 9, no. 10 (2021), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/36728>

<sup>13</sup> Gisni Halipah, Dani Fajar Purnama, Bintang Timur Pratama, Budi Suryadi, dan Fauzi Hidayat, "Tinjauan Yuridis Konsep Perbuatan Melawan Hukum dalam Konteks Hukum Perdata," *Jurnal Serambi Hukum* 16, no. 1 (2023),

<https://www.journal.uniba.ac.id/index.php/SH/article/download/923/564>

<sup>14</sup> Mendy Cevitra dan Gunawan Djajaputra, "Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata dan Perkembangannya," *UNES Law Review* 6, no. 1 (2023), <https://doi.org/10.31933/unesrev.v6i1>

system.<sup>15</sup> Accordingly, the negligence of hotel employees is not merely viewed as a breach of contractual obligations but also as a violation of the principle of propriety that should be upheld by hospitality service providers.

Besides Article 1365, the judges also cited Article 1367 of the Civil Code, which stipulates that an employer bears responsibility for any losses caused by their employees in the course of carrying out their duties. The concept of vicarious liability embedded in this article implies that liability does not rest solely on the direct perpetrator but extends to the corporation as the employer. This principle is intended to ensure that victims receive effective compensation, as employers or corporations are generally considered to have the financial capability that individual employees may lack.<sup>16</sup>

The hotel's liability for consumer losses due to employee negligence is grounded in its legal obligation to guarantee the safety and security of guests. This is in line with Article 62 paragraph (1) letters a and b of Government Regulation No. 67 of 1996 on the Implementation of Tourism, which requires hotels to provide safety and security facilities and to safeguard guests' property. As demonstrated in "Decision No. 649/Pdt.G/2023/PN Jkt.Pst" of the Central Jakarta District Court, the judge found negligence on the part of the hotel employee but limited the hotel's liability to actual losses (actual loss) that could be proven directly. This approach is consistent with Article 19 paragraphs (1) and (5) of the Consumer Protection Act (UUPK), which stipulates that business actors are obliged to compensate consumers for their losses but may be exempted if the loss occurs due to the consumer's own fault. Therefore, the hotel's liability is limited and proportional, applying only to losses that have a direct causal relationship with the employee's negligence

### 3.2. Application and Classification of Material and Immaterial Damages in "Decision No. 649/Pdt.G/2023/PN Jkt.Pst"

In Indonesian civil law, damages constitute the obligation of a party who commits breach of contract (*wanprestasi*) or a tort (*perbuatan melawan hukum*) to restore the injured party to its original position (*restitutio in integrum*). This principle is regulated under Article 1243 of the Indonesian Civil Code for breach of contract and Article 1365 of the Civil Code for tort. Doctrinally, damages are classified into material and immaterial losses. Material damages refer to losses that can be precisely valued in monetary terms, covering both actual loss and loss of profit. In contrast, immaterial damages encompass non-economic suffering such as pain, fear, loss of honor, or psychological distress, which cannot be directly measured in monetary value but may be reasonably assessed by the judge.<sup>17</sup>

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<sup>15</sup> Ruth Nasya Mirachel Siregar dan Zakki Adlhiyati, "Ingkar Janji Menikahi sebagai Perbuatan Melawan Hukum: Kajian Putusan No. 18/PDT.G/2023/PN MGG," *Aktivisme: Jurnal Ilmu Pendidikan, Politik dan Sosial Indonesia* 2, no. 2 (2025), <https://journal.appihi.or.id/index.php/Aktivisme/article/view/813>

<sup>16</sup> Sekar Ayu Dita dan Atik Winanti, "Analisis Asas Vicarious Liability dalam Pertanggungjawaban Pengganti atas Perbuatan Melawan Hukum Pegawai Bank," *USM Law Review* 6, no. 2 (2023): 526-532, <https://journals.usm.ac.id/index.php/julr/article/view/7037>

<sup>17</sup> Natasya Angelina Cahyono dan Retno Dewi Pulung Sari, "Perlindungan Hukum Kehilangan Barang Konsumen Hotel," *Binamulia Hukum* 12, no. 2 (2023): 326-328, <https://ejournal.hukumkris.id/index.php/binamulia/article/view/409/169>

“Central Jakarta District Court Decision No. 649/Pdt.G/2023/PN Jkt.Pst” highlights an important issue in the classification of damages. The Plaintiff submitted claims divided into two categories, namely:

- a. Material damages, covering loss of goods, living expenses during the legal proceedings, and penalties resulting from the cancellation of a business contract; and
- b. Immaterial damages, which, however, also included losses arising from the contract cancellation and the loss of potential business profits.<sup>18</sup>

In this case, the Plaintiff demanded a total of IDR 4.8 billion, consisting of approximately IDR 1.19 billion in material damages and IDR 3.6 billion in immaterial damages. However, several components classified as immaterial damages were actually quantifiable, such as losses due to the canceled business contract valued at USD 100,000, contractual penalties of USD 35,000, and potential jewelry business profits of USD 80,000. Legally, all of these items constitute loss of profit, which should be categorized as material damages pursuant to Articles 1243, 1246, and 1365 of the Indonesian Civil Code.

This misclassification of damages creates two primary risks. First, the risk of double counting, namely the possibility that the court might award the same loss twice or once as material damages and again as immaterial damages causing the total compensation to exceed the actual loss suffered. Second, the demand for immaterial compensation equivalent to the value of the business contract may lead to a disproportionate ruling that conflicts with the principle of reasonableness as emphasized under Article 1371 of the Civil Code. This principle requires that immaterial damages serve only as solace or psychological relief, not as compensation for economic losses. If ignored, business actors may be burdened with liabilities exceeding the degree of their fault, thereby creating legal uncertainty in civil practice.

In practice, immaterial damages often raise issues due to two competing views regarding their scope. One view holds that immaterial damages are limited to suffering that cannot be valued in money, such as shame, psychological trauma, or defamation. Another view maintains that immaterial damages may also include “losses that may arise in the future, including loss of opportunity or reputation,” as long as there is a clear causal relationship and the plaintiff elaborates and proves the basis of such loss.<sup>19</sup> Both views, however, agree that if a plaintiff wishes to claim immaterial damages, they must specify the type of loss, the grounds for its occurrence, and the amount claimed, failing which the lawsuit may be dismissed.

This consistency is reflected in several Supreme Court decisions, such as:

- a. “Supreme Court Decision No. 588 K/Sip/1983”, dated 28 May 1984: the court rejected immaterial damage claims because the plaintiff failed to provide supporting evidence.

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<sup>18</sup> Muklis, *Analisis Ganti Kerugian Berdasarkan Perspektif Hukum Perdata*, *Iuris Studia* 4, no. 1 (2023): 9, <https://jurnal.bundamedia grup.co.id/index.php/iuris/article/viewFile/326/301>

<sup>19</sup> Bunga Margaretha Nova Tesalonika, “Ganti Kerugian Immateriil Dalam Perkara Ingkar Janji Untuk Mengawini Sebagai Perbuatan Melawan Hukum (Analisis Putusan PT Kupang Nomor 14/PDT/2023/PT KPG Dan Putusan PN Subang Nomor 45/PDT.G/2019/PN SNG),” *Lex Patrimonium* 3, no. 2 (2024), <https://scholarhub.ui.ac.id/cgi/viewcontent.cgi?article=1116&context=lexpatri>.  
<https://scholarhub.ui.ac.id/cgi/viewcontent.cgi?article=1116&context=lexpatri>.

- b. "Supreme Court Decision No. 19 K/Sip/1983", dated 31 September 1983: the court reaffirmed that claims for damages that are not detailed and not properly examined by the *judex facti* must be declared inadmissible.<sup>20</sup>

In the present case, items such as the canceled business contract, contractual penalties, and potential profits clearly constitute loss of profit and must therefore be placed under the category of material damages. Conversely, valid immaterial claims should only cover psychological trauma, fear, or health disturbances that cannot be precisely measured.<sup>21</sup> Maintaining this distinction is crucial to prevent excessive compensation, uphold proportionality, and ensure legal certainty in civil practice, particularly in the hospitality sector, which is prone to similar claims.

#### 4 Conclusions

Decision No. 649/Pdt.G/2023/PN Jkt.Pst" provides an illustration of the legal liability of hotels for the negligence of their employees that causes loss to guests. This case affirms that the legal relationship between hotels and guests is governed not only by the Consumer Protection Law (*UUPK*) as *lex specialis*, but also by the provisions of the Indonesian Civil Code concerning tort (*perbuatan melawan hukum*). Such an approach demonstrates the court's effort to assess negligence, causality, and the damages suffered by the guest. Furthermore, the case highlights the importance of accuracy in distinguishing between material and immaterial damages. Misclassification risks creating double counting and leading to disproportionate judgments. By placing quantifiable losses under material damages and limiting immaterial damages solely to psychological or non-economic harm, the court can maintain a balance between legal certainty, substantive justice, and consumer protection. In conclusion, this decision may serve to strengthen hotel service standards and clarify the legal framework regarding the liability of accommodation service providers. Through this analysis, it can also be emphasized that consumer protection in the hospitality sector requires the application of prudence, proper classification of damages, and consistency in the application of legal norms in order to achieve proportional justice for all parties involved.

#### 5. Acknowledgments

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<sup>20</sup> Rai Mantili, *Ganti Kerugian Immaterial Terhadap Perbuatan Melawan Hukum Dalam Praktik: Perbandingan Indonesia dan Belanda*, *Jurnal Ilmiah Hukum De'Jure: Kajian Ilmiah Hukum* 4, no. 2 (2022): 306, <https://share.google/RBBhjw4Et5ypRLE>.

<sup>21</sup> Markus Suryoutomo dan Agus Wibowo, "Pemberian Ganti Rugi Immaterial dalam Perbuatan Melanggar Hukum sebagai Perlindungan Hak Asasi Manusia," *Jurnal Kolaboratif Sains* 6 (Oktober 2023)

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