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LIABILITY TO THIRD PARTIES DUE TO STATE AIRCRAFT ACCIDENTS ACCORDING TO INTERNATIONAL AND NATIONAL AIR LAW

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Abstract

This research highlights the pressing issue of the absence of state aircraft regulations demanding immediate attention. The coexistence of civil and state planes in the same airspace necessitates a thorough understanding of their interaction. However, international and national legal instruments have largely neglected state aircraft, focusing primarily on regulating air transportation and navigation for civil aviation. The research methodology employed for this study was normative juridical, involving examining library materials or secondary data using deductive thinking methods. The study's findings are clear: Firstly, in international law, the Convention on Compensation for Damage Caused by Aircraft to Third Parties 2009 and the Convention on Compensation for Damage to Third Parties 2009, Resulting from Acts of Unlawful Interference Involving Aircraft 2009 should be the standard for compensating third parties for losses resulting from aircraft activities. Secondly, at the national level, Law No. 1 of 2009 concerning Aviation and Minister of Transportation Regulation No. 77 of 2011 concerning the Responsibility of Air Transport Carriers must be used as a benchmark for fair compensation for losses to third parties due to aircraft activities. Governments must step up and ensure the safety and well-being of their citizens.

Keywords: *state aircraft, compensation, third parties*

A. Background

Engaging in aviation activities carries significant risks, whether it involves civil aircraft for commercial purposes or state aircraft for governmental operations. Despite the implementation of aviation regulations, it is widely recognized that eliminating accidents is unattainable. However, the primary goal is to minimize accidents to the greatest extent possible. The Federal Aviation Administration (FAA) emphasizes that most aviation accidents are caused by human factors, such as human error, while the rest are attributed to aircraft-related issues.[1] Losses arising from air accidents such as plane crashes can impact several parties: Aircraft owners, in the form of loss of aircraft; Passengers or their

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[1] Atip Latipulhayat, The Function and Purpose of Aircraft Accident Investigation According to the International Air Law, Mimbar Hukum Vol. 27 No. 2, 2015.

heirs; Owner of the goods/cargo being transported; and Third Parties.[2] The allocation of liability for accidents stemming from aircraft operations was initially deliberated in 1925 by the Committee International Technique d'Experts Juridiques Aeriens (CITEJA), also known as the International Technical Committee of Legal Experts on Air Questions. The outcomes of CITEJA's comprehensive research and considerations were the precursor to establishing the 1929 Warsaw Convention[3], a pivotal framework in international aviation law.[4] The 1929 Warsaw Convention then underwent many changes, namely: 1955 Hague Protocol;[5] 1961 Guadalaraja Convention;[6] 1971 Guatemala City Protocol;[7] 1975 Montreal Protocol No. 1;[8] 1975 Montreal Protocol No. 2;[9] 1975 Montreal Protocol No. 3;[10] 1975 Montreal Protocol No. 4; and[11] 1999 Montreal Convention.[12]

There are international conventions that specifically address the responsibility of third parties that suffer losses as a result of activities in the airspace. These conventions outline the legal framework for determining liability and the compensation process for individuals or entities affected by aviation-related incidents such as: 1952 Rome Convention;[13] 2009 General Risk

[2] Bernadus Ardian Ricky M, Penggunaan Pesawat Udara Militer (Hercules) Sebagai Pesawat Udara Sipil Untuk Alat Transportasi Penduduk Sipil Ditinjau Dari SegiHukum Udara Internasional dan Nasional, Jurnal Hukum Universitas Brawijaya, 2014.
[3] Convention for the Unification of Certain Rules Relating to International Carriage by Air 1929.
[4] E. Saefullah Wiradipraja, Pengantar Hukum Udara dan Ruang Angkasa: Buku I Hukum Udara, Bandung: PT. Alumni, 2014.
[5] Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929, Done at the Hague on 28 September 1955
[6] Convention Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other Than the Contracting Carrier, Signed in Guadalajara, on 18 September 1961.
[7] Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929, as Amended by the Protocol Done at The Hague on 28 September 1955, Signed at Guatemala City, on 8 March 1971.
[8] Additional Protocol No. 1 to Amend Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929, Signed at Montreal, On 25 September 1975.
[9] Additional Protocol No. 2 to Amend The Convention for The Unification Of Certain Rules Relation To International Carriage by Air, Signed at Warsaw on 12 October 1929, As Amended By The Protocol Done at The Hague on 28 September 1955, Signed At Montreal, On 25 September 1975.
[10] Additional Protocol No. 3 To Amend The Convention For The Unification Of Certain Rules Relating To International Carriage By Air, Signed At Warsaw On 12 October 1929, As Amended By The Protocol Done At The Hague On 28 September 1955 And At Guatemala City On 8 March 1971, Signed At Montreal, On 25 September 1975.
[11] Additional Protocol No. 4 to Amend Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed At Warsaw on 12 October 1929, As Amended By The Protocol Done at The Hague on 28 September 1955, Signed at Montreal on 25 September 1975 pada tahun 1975.
[12] Convention for the Unification of Certain Rules for International Carriage by Air 1999.
[13] Convention on Damage Caused by Foreign Aircraft to Third Parties on the Surface, Signed at Rome, on 7 October 1952.

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Convention; and[14] 2009 Unlawful Interference Compensation Convention.[15] Unfortunately, these international conventions and protocols only apply to civil aircraft. This means that these conventions and protocols do not cover regulations concerning the responsibility for accidents resulting from state aircraft activities. The omission raises concerns about the lack of accountability and legal framework for incidents involving state aircraft, creating potential gaps in addressing and resolving such occurrences.

Indonesian national law meticulously governs the responsibilities of carriers within the realm of civil transportation, with a particular focus on civil aircraft. Law No. 1 of 2009 regarding Aviation delineates the obligations of carriers, passengers, and the ownership of baggage or cargo in compliance with the 1929 Warsaw Convention 1929 and the 1999 Montreal Convention 1999. However, the lack of specific statutory regulations at the national level gives rise to uncertainty concerning compensation in the event of state aircraft accidents. As a result, there is a pressing need for regulations addressing state aircraft activities in airspace. Establishing a harmonious civil-military regulatory interface within the international legal framework is crucial to ensure airspace safety. The international legal instruments that have governed air transportation and navigation in the past and present have primarily focused on civil and commercial aviation. As a result, military aircraft have been largely excluded from their scope of applicability.[16] The absence of rules will be a problem since civil and state aircraft share the same airspace, and their interaction is unavoidable. Regrettably, Indonesia's current national legal instruments concentrate solely on regulating civil aircraft flights and navigation while overlooking state aircraft. This exclusion hinders the comprehensive oversight for ensuring air transportation safety and efficiency.

The legal status of state aircraft, which also encompasses military aircraft, has not been explicitly addressed in international treaties. Despite the absence of specific provisions, this subject has not been entirely disregarded in international law.[17] The concept of military aircraft gives rise to two fundamental questions. Firstly, the specific machines or devices that can be officially recognized as aircraft under international law must be determined. Secondly, it must identify the criteria for classifying an aircraft as a military aircraft. Additionally, delve into the insights provided by international jurists and carefully evaluate how technological advancements may impact these definitions. Ultimately, to propose

[14] Convention on Compensation for Damage Caused by Aircraft to Third Parties 2009.
[15] Convention on Compensation for Damage to Third Parties, Resulting from Acts of Unlawful Interference Involving Aircraft 2009.
[16] Michel Bourbonniere dan Louis Haeck, Military Aircraft and International Law: Chicago Opus 3, Journal of Air Law and Commerce Vol. 66 Issue. 3, 2001.
[17] *Ibid.*

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a precise and contemporary definition of "Military Aircraft" that aligns with international law and modern technology.[18]

Currently, no international organization is specifically tasked with regulating the safety of state aircraft activities on a global scale. However, the United Kingdom has taken a proactive step by establishing the Military Aviation Authority (MAA) as a state institution responsible for overseeing the safety of state-operated aircraft, including military aircraft.[19] The Military Claims Act in the United States is a set of regulations that govern and address claims arising from military activities within the country. It also covers claims against the federal government for incidents occurring outside the United States. These claims can be related to death, personal injury, damage to property, or loss caused by military personnel or civilian employees.[20] In the national scope, Indonesia does not have a state institution that regulates the safety and responsibility of military aircraft. In state military activities, identifying customary norms can be a complex task due to the intricate nature of international law. Customary norms encompass tangible actions and the psychological element of *opinio juris et necessitatis*, which refers to the belief that a certain practice is obligatory under international law. Discerning state practice and *opinio juris et necessitatis* in military matters can be particularly challenging.[21] This difficulty arises from the fact that states actions and motivations are often concealed by a veil of national security and secrecy, making it arduous to ascertain the true nature of their conduct.

B. Identified Problems

In this research, the authors focus on 2 (two) main discussions, which:

1. Can the 2009 General Risk Convention and the 2009 Unlawful Interference Compensation Convention be applied as standards for compensation for third-party losses caused by state aircraft activities?
2. How is the implementation of the Aviation Law concerning Aviation and Minister of Transportation Regulation Number 77 of 2011 concerning Responsibility for Carriage of Air Transport as a benchmark for providing fair compensation for losses to third parties resulting from state aircraft activities?

C. Research Methods

[18] DWS Ward, The Law of Military Aircraft in War and Peace, Institute of Air and Space Law, McGill University, Montreal.
[19] Leon Purton dan Kyriakos Kourousis, Military Airworthiness Management Frameworks: A Critical Review, 3rd International Symposium on Aircraft Airworthiness, ISAA 2013, 2013.
[20] Cornell Law School, Scope for Claims Under the Military Claims Act, https://www.law.cornell.edu/cfr/text/32/536.74,2, 2024
[21] Michel Bourbonniere dan Louis Haeck, *Op. cit.*

This research was carried out using normative juridical research (normative legal research method), which was carried out by examining library materials or secondary data.[22] This research used qualitative data analysis. Qualitative analysis is data analysis that starts from efforts to discover principles and information. The collected data is then analyzed using a qualitative juridical analysis method, namely non-statistical analysis, with the starting point of existing norms, principles, and statutory regulations as positive legal norms. These are then analyzed qualitatively to be interpreted and analyzed by researchers to conclude.[23]

D. Results and Discussion

Aviation is a unified system consisting of airspace, aircraft, airports, air transportation, flight navigation, safety and security, the environment, supporting facilities, and other public facilities.[24] Aviation offers several advantages, including comprehensive coverage, relatively short travel times, fares that are still affordable for the public, and the safety and comfort obtained from these transportation services.[25] Advances in aviation technology have increased flight comfort and safety but will not be able to eliminate these risks. Aspects of aviation activities are always related to international elements, so countries must be actively involved in formulating and implementing aviation safety rules by paying attention to international legal instruments.[26] One of the most critical legal issues in air transportation activities is the carrier's responsibility towards parties who experience losses caused by accidents in the transportation context. Aircraft carriers' duties in transportation include responsibilities toward parties with a legal relationship, namely a legal relationship with the airline, such as passengers and third parties. The central point of any discussion regarding carrier responsibility is the applied principle of responsibility.[27] There are at least three known principles or theories regarding responsibility, namely: The principle of responsibility is based on the existence of an element of fault (fault liability, liability based on fault principle); The principle of responsibility is based on the presumption (rebuttable presumption of liability principle); and the principle of absolute responsibility (no-fault liability, absolute or strict liability principle).[28]

[22] Soerjono Soekanto dan Sri Mahmudji, Penelitian Hukum Normatif, Suatu Tinjauan Singkat, Jakarta: Raja Grafindo Persada, 2003.
[23] Sri Mamuji, Metode Penelitian dan Penulisan Hukum, Jakarta: Badan Penerbit Fakultas Hukum Universitas Indonesia, 2005
[24] Article (1) Section 1 Law No. 1 in 2009 regarding Aviation.
[25] Nurlely Darwis, Aspek Hukum Penggunaan Jasa Transportasi Udara Komersil, Jurnal Ilmiah Hukum Dirgantara Vol. 7 No. 2, 2017.
[26] *Ibid*.
[27] Evita Karina Putri, Tanggung Jawab Pengangkut Udara Terhadap Jatuhnya Pesawat Air Asia dengan Nomor Penerbangan QZ8501, Universitas Airlangga, Surabaya, 2015
[28] E. Saefullah Wiradipraja, Pengantar Hukum Udara dan Ruang Angkasa: Buku I Hukum Udara, Bandung: PT. Alumni, 2014

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The fault is focused on the party who caused the loss, having been proven guilty, and the victim who suffered the loss has the right to receive compensation or compensation.

1. Compensation for Third-Party Losses on the Earth's Surface Caused by State Aircraft Activities According to International Law

The Convention for the Unification of Certain Rules Relating to International Carriage by Air 1929, better known as the 1929 Warsaw Convention, is one of the regulations governing air transportation activities.[29] The 1929 Warsaw Convention determines the limits of an airline's liability. Still, it does not determine the exact amount of compensation, where the provision of compensation must be proven by the passenger as the injured party so that this convention makes the airline or carrier responsible for its passengers based on the presumption of liability.[30] When air transportation became more developed, some of the provisions of the 1929 Warsaw Convention, considered to provide too much protection to airlines and were detrimental to the interests of passengers/shippers, needed to be adjusted.[31]

To adapt to these needs, international conventions related to carrier responsibility continue to develop, such as the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air 1929, which was signed in The Hague 1955 hereinafter referred to as The Hague Protocol 1955; Convention Supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other Than the Contracting Carrier, which was signed in Guadalajara 1961 hereinafter referred to as the Guadalaraja Convention 1961; and the Convention For The Unification Of Certain Rules For International Carriage By Air signed in Montreal 1999 hereinafter referred to as the 1999 Montreal Convention which has entered into force, and the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929, as Amended by the Protocol Done at The Hague on 28 September 1955, Signed at Guatemala City 1971 hereinafter referred to as the Guadalajara Convention 1971 and 4 (four) Montreal Conventions signed in 1975 which are still not in force.

[29] Puspa Amelia, Kabul Supriyadhie, Agus Pramono, Tanggung Jawab Pengangkut Terhadap Pelaksanaan Ganti Rugi Atas Keterlambatan Angkutan Udara Dalam Perspektif Hukum Internasional (Studi Kasus KeterlambatanAngkutan Udara Luar Negeri Pesawat Udara Boeing 777-300 Garuda Indonesia GA088 Cengkareng-Amsterdam Tahun 2015), Diponegoro Law Review, Vol. 5, No. 2, 2016.

[30] Ghema Ramadan, Implementing the Warsaw Convention 1929 in Indonesia, Juris Gentium Law Review, September 2014.

[31] Pablo Mendes de Leon, An Introduction to Air Law, Belanda: Kluwer Law International, 2012.

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The provisions that specifically regulate the carrier's responsibility towards third parties on the surface of the earth are the 1952 Convention on Damage Caused by Foreign Aircraft to Third Parties or, commonly referred to as the 1952 Rome Convention, the 2009 Convention on Compensation For Damage Caused by Aircraft to Third Parties or General Risk Convention 2009, and Convention on Compensation for Damage To Third Parties, Resulting From Acts of Unlawful Interference Involving Aircraft 2009 or better known as Unlawful Interference Convention 2009. The 2009 General Risk Convention and the 2009 Unlawful Interference Convention impose strict responsibility on aircraft operators to compensate for losses incurred to third parties in the event of damage caused by an aircraft in flight. It should be understood that, in general, the responsibility of an aircraft operator for losses suffered by third parties on the surface of the earth is a non-contractual responsibility, where the loss is sustained by an individual and owner of a property who does not have a contractual relationship with the aircraft operator. For passengers who die on board an aircraft, their concerns are covered by the 1999 Montreal Convention, as they are in a contractual relationship with the airline. Meanwhile, people who died in their homes and building owners whose homes were destroyed are people who are not in a contractual relationship with the operator but have suffered losses and have caused damage and, therefore, need to be given (entitled to) compensation.[32] Thus, sufficient funds must be available to compensate for damage to the earth's surface.

While the 2009 General Risk Convention and the 2009 Unlawful Interference Convention are comprehensive in their scope, it's important to note that they do not apply to losses caused by state aircraft. However, in the event of an incident that causes harm to third parties on the surface of the earth, these conventions can still serve as a standard or reference in providing compensation. This means that if a loss occurs due to the activities of a military aircraft in a country's airspace, as long as the loss occurs while the aircraft is in flight, a third party on the surface of the earth can demand compensation for the loss.

The operator's responsibility to provide compensation under the 2009 General Risk Convention and the 2009 Unlawful Interference Convention is based on strict liability. This means that the operator is only responsible for compensating for losses if the damage is caused by an operating or flying aircraft. Despite the conventions' exclusion of losses caused by state aircraft activities, the military, customs, and police can still implement the provisions in these conventions to compensate for losses against third

[32] Artak G, Ground (Surface) Damage Caused By A Foreign Aircraft To Third Parties: Aircraft Operator Liability Matters, https://www.linkedin.com/pulse/ground-surface-damage-caused-foreign-aircraft-third-artak-gevorgyan, 2023.

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parties on the earth's surface. This underscores the importance of the International Fund system carried out by ICACF in ensuring that third parties on the surface of the planet who are harmed by the activities of state aircraft receive appropriate compensation.

2. Compensation for Third-Party Losses on the Earth's Surface Caused by State Aircraft Activities According to National Law

Law Number 1 of 2009 concerning Aviation means that carrier responsibility is the obligation of air transportation companies to compensate for losses suffered by passengers, freight forwarders, and third parties. The carrier's responsibilities are generally regulated in Articles 140 to Article 149. Article 141 Paragraph 1 of Law Number 1 of 2009 concerning Aviation states that the Carrier is responsible for losses to passengers who die, are permanently disabled, or are injured due to the incident—air transportation in an airplane and getting on and off. However, Article 148 of Law Number 1 of 2009 concerning Aviation explains that the provisions contained in Articles 141 to Article 147 concerning Carrier Responsibilities towards Passengers and Cargo Senders do not apply to postal transport, passenger and cargo transportation carried out by state aircraft, and non-commercial air transportation. Meanwhile, the carrier's responsibility towards third parties on the earth's surface is further regulated in Article 184 to Article 185. Article 184 paragraph (1) of Law Number 1 of 2009 concerning Aviation states, “Every person who operates an aircraft is responsible against losses suffered by third parties resulting from aircraft operations, aircraft accidents, or the fall of other objects from the aircraft being operated.” Both Article 184 and Article 185, which regulate the carrier's responsibility towards third parties, do not explain that these provisions exclude state aircraft.

Even though the article does not explain in detail that there are exceptions for state aircraft carriers or operators, this article can be used as a basis for the idea that carriers or operators can operate aircraft and cause severe damage to the equipment used, fatalities, and injuries. Serious due to the fall of other objects to third parties can be held responsible for the losses caused and are obliged to provide compensation or compensation for both the operation of civil aircraft and state aircraft, as long as several elements in Article 184 of the Aviation Law such as each person, the operation of the aircraft air, Accident, and other objects found in the accident.

Meanwhile, Minister of Transportation Regulation Number 77 of 2011 concerning the Responsibility of Air Transport Carriers, in alignment with Law Number 1 of 2009 concerning Aviation, provides clear guidelines on Carrier Responsibility. This regulation outlines the obligation of air transport companies to compensate for losses suffered by passengers, goods senders, and third parties. It specifies that carriers operating aircraft

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are required to be responsible for losses to passengers who die, are permanently turned off or injured; lost or damaged cabin baggage; lost, destroyed, or damaged checked baggage; loss, destruction, or damage to cargo; air freight delays; and losses suffered by third parties. However, it does not explicitly state whether these provisions apply solely to losses caused by civil aircraft activities or can also be implemented to losses caused by state aircraft activities to third parties on the earth's surface, which may require further clarification.

Minister of Transportation Regulation Number 77 of 2011 concerning Responsibilities of Air Transport Carriers is a regulation related to Law Number 1 of 2009 concerning Aviation. This regulation, designed to ensure fairness, explains in detail the provisions for providing compensation or compensation to parties who suffer losses due to aircraft activities, including third parties on the earth's surface. The compensation for damage to property belonging to a third party is only for losses suffered based on a proper assessment, ensuring a just outcome. For example, for aircraft with a capacity of up to 30 (thirty) seats, a maximum of Rp. 50,000,000,000.00 (fifty billion Rupiah); for aircraft with a capacity of more than 30 (thirty) seats up to 70 (seventy) seats, a maximum of Rp. 100,000,000,000.00 (one hundred billion Rupiah); for aircraft with a capacity of more than 70 (seventy) seats up to 150 (one hundred and fifty) seats, a maximum of Rp. 175,000,000,000.00 (one hundred and seventy-five billion Rupiah); and for aircraft with a capacity of more than 150 (one hundred and fifty) seats, a maximum of Rp. 250,000,000,000.00 (two hundred and fifty billion Rupiah).

Suppose you compare the Minister of Transportation Regulation Number 77 of 2011 concerning the Responsibilities of Air Transport Carriers with the case of the TNI-AU's Super Tucano aircraft crash in Malang, East Java, Indonesia.[33] In that case, the TNI-AU and the East Java Provincial Government have indeed implemented Article 14 of the Minister of Transportation's Regulation Number 77 of 2011 concerning the Responsibility of Air Transport Carriers properly, where third parties on the surface of the earth who die as a result of losses suffered due to state aircraft activities, can be given compensation of Rp. 500,000,000.00 (five hundred million rupiah) per person, and for aircraft with a capacity of up to 30 (thirty) seats, a maximum compensation of Rp. 50,000,000,000,- (fifty billion Rupiah). The amount of compensation mentioned above can be determined based on the criteria for a decent standard of living for the Indonesian people, the viability of the Air Transport Business Entity,

[33] Darmadi Sasonngko, Korban pesawat Super Tucano terima ganti rugi Rp 1,5 miliar, https://www.merdeka.com/peristiwa/korban-pesawat-super-tucano-terima-ganti-rugi-rp-15-miliar.html, 2017.

cumulative inflation rate, per capita income, estimated life expectancy, and developments in the currency's value.

The implementation of Law Number 1 of 2009 concerning Aviation and Minister of Transportation Regulation Number 77 of 2011 concerning the Responsibilities of Air Transport Carriers as a reference for providing compensation or forms of compensation can also be used in the case of the crash of the TNI AU's Hercules C-130 aircraft—, which killed civilians and destroyed buildings on the surface of the earth in Medan. Indeed, there was no further news or information regarding the process or amount of compensation provided by the Indonesian Government to the injured third parties; the obstacle at that time, according to Vice President Jusuf Kalla, was the absence of regulations governing the provision of compensation due to losses caused by state aircraft. This certainly proves that although Law Number 1 of 2009 concerning Aviation and Regulation of the Minister of Transportation Number 77 of 2011 concerning the Responsibilities of Air Transport Carriers do not expressly state that the provisions relating to providing compensation for losses to third parties on the surface of the earth can apply to state aircraft activities, these provisions can be implemented or used as a basis for providing compensation to third parties on the surface of the planet who suffer losses due to state aircraft activities if they occur in the future to achieve equitable justice.

E. Conclusions

In the international scope, the 2009 General Risk Convention and the 2009 Unlawful Interference Convention, in principle, should be used as standards for compensation for losses experienced by third parties on the surface of the earth caused by aircraft activities. Suppose losses occur due to flight activities of state aircraft such as the military, customs, and police. In that case, these parties can use the Convention on Compensation for Damage Caused by Aircraft to Third Parties 2009 and the Convention on Compensation for Damage to Third Parties, Resulting from Acts of Unlawful Interference Involving Aircraft 2009 as the basis for providing compensation where the two conventions apply the principle of strict liability so that compensation by operators is only given on condition that the aircraft is in flight condition. The amount of compensation will be given on the weight of the aircraft being used. Meanwhile, in the national scope, the Aviation Law and the Minister of Transportation's Regulation on Responsibility for Air Transport can be used as benchmarks for providing fair compensation for losses to third parties on the surface of the earth due to aircraft activities. As in the Malang, East Java case, the Indonesian Air Force has implemented compensation regulated by Law no. 1 of 2009 concerning Aviation and Minister of Transportation Regulation no. 77 of 2011 concerning Responsibility for Air Freight Transport. The elements that TNI AU aircraft operators must fulfill are as stated in Article 184 of Law no. 1 of 2009 concerning Aviation, such as every

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person, the operation of aircraft, aircraft accidents, and the fall of other objects; has been fulfilled and therefore, the Indonesian Air Force operator is obliged to provide compensation. The compensation given by TNI AU operators also meets the standards stated in Article 14 of Minister of Transportation Regulation No. 77 of 2011 concerning Responsibility for Air Freight Transport.

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