

## The company's responsibility for damage and loss of passengers' baggage due to accidents from the perspective of Maslahah

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### Abstrak

This research aims to analyze the responsibility of bus companies in Medan City for damage and loss of passengers' belongings due to accidents and to evaluate its alignment with the perspective of Maslahah. The issue of bus company liability is often overlooked, even though it is regulated by the Road Traffic and Transportation Law Number 22 of 2009, and the one-sided bus ticket clauses often contradict the Consumer Protection Law, thereby harming passengers. The focus of this research is to assess the extent to which the bus company's responsibilities create a sense of fairness and comfort for passengers. This research employs an empirical juridical approach, utilizing qualitative data collection methods such as interviews and document analysis. According to the research results, if the driver's negligence causes a bus accident, the company must replace the damaged or lost passenger belongings in accordance with the applicable regulations. However, from the perspective of Maslahah, the responsibility of bus companies in the city of Medan does not yet fully reflect the concept of maqashid sharia, particularly in the aspect of property preservation (hifzh al-mall). The implication of this study is the need for regulatory revisions and stricter oversight by the government to ensure that the responsibilities of bus companies align with the principles of justice and public interest for users of public transportation services.

**Keywords:** Responsibility, Accident, Bus Company, Maslahah

### Introduction

Transportation plays an important role in development. One of its functions is to increase a country's national income, create jobs for the community, and increase mobility efficiency in a region (Pandey, 2016; Riyadi, 2022). As the capital of North Sumatra, Medan City is home to numerous bus companies. This makes it a destination city for many people from various regions, thereby creating business opportunities in the public transportation sector. Medan City is home to over 50 bus companies, according to records (Br Pasaribu, 2017; Syahri & Rizal, 2023). Article 1, paragraph 3, of Law Number 22 of 2009 on Traffic and Road Transportation (UULAJ) defines transportation as the movement of goods or people using vehicles via highways, such as buses (Hadi & Malagano, 2021; Sari & Saleh, 2022). Before using transportation services, passengers are required to purchase tickets that include standard clauses. This clause contains the rules and regulations for using public transportation services.

Based on Article 1 of Law No. 8 of 1999 concerning Consumer Protection (UUPK), a standard clause is a rule or provision made and determined unilaterally by the service provider (Carissa, Kamello, Purba, & Harianto, 2022; Panggabean, 2010). Consumers who use the service must abide by the binding clause (Panggabean, 2010; Saragih, Njatrijani, & Widanarti, 2016). However, accidents do not escape public

transportation. Police data records that the number of traffic accidents in Indonesia increased from 103,672 incidents in 2018 to 107,500 incidents in 2019 (Ramadhan & Irfan, 2019). Although the number of accidents increased, the number of fatalities actually decreased, from 27,910 people in 2018 to 23,530 people in 2019.

According to Mubalus (2023), human error is the main factor in traffic accidents. Several examples of accidents involving buses in Indonesia, especially in Sumatra, show the risks faced by passengers. On April 15, 2024, the Antar Lintas Sumatra (ALS) bus experienced an accident in Malalak, Agam, West Sumatra, leading to the death of one passenger and the injuries of numerous others (Putra, 2024). A similar accident occurred on January 7, 2024, in North Tapanuli, North Sumatra, involving the Sumatera Tapanuli Transport (STT) bus, and it claimed lives due to driver negligence (Utomo & Wadrianto, 2024).

Passengers suffer both material and immaterial losses from this type of accident, particularly if their belongings sustain damage or disappear (Mubalus, 2023; Sari & Saleh, 2022). However, the responsibility of bus companies for passenger goods is often controversial (Milafebina & Syailendra, 2024). Many passengers feel that the company should be responsible for the safety of goods during the trip. However, bus companies often limit their responsibility through a clause in the ticket stating that the risk to the goods is the responsibility of the passenger himself (Nasution, 2014). Lack of clarity regarding the responsibilities of both parties further complicates this conflict.

Article 234, paragraph 1, of the UULAJ states that the driver is responsible for losses experienced by passengers or third parties due to accidents involving the vehicle he is driving. This includes the obligation to compensate for material or immaterial losses arising from the accident. This provision aims to protect the rights of accident victims and ensure accountability from the driver for maintaining safety while driving on the highway (Karim et al., 2023; Milafebina & Syailendra, 2024).

However, field research shows that several bus companies in Medan City apply standard clauses in tickets that contain unilateral rules from the service provider. The clause may harm passengers if it violates the law. Article 18 of the UUPK prohibits the use of standard clauses that are detrimental to consumers in agreements drawn up unilaterally by business actors. If a clause violates the UUPK, it becomes null and void and does not bind consumers. Horislavska (2023) divides liability in unlawful acts (tort liability) into three types: liability due to intent (intentional tort liability), where the perpetrator is responsible if the action consciously causes loss; liability due to negligence (negligence tort liability), where the perpetrator's fault or negligence forms the basis of this responsibility; and absolute liability (strict liability), where the perpetrator remains responsible for losses without considering the element of error.

Article 1365 of the Civil Code also regulates unlawful acts, mandating compensation for any act that violates the law and harms another person. Article 1366 of the Civil Code states that a person can be held responsible for an unlawful act committed by another person if it is carried out on his/her orders or consent (Karim et al., 2023; Milafebina & Syailendra, 2024; Nasution, 2014). The bus company can use *maslahah* as a legal basis to assess its policies for maintaining passenger rights and safety in the context of its responsibility. According to Imam Al-Ghazali's theory, every action that supports the maintenance of these five aspects is considered a good, while things

that damage or threaten them are considered mafsadah (loss) (Abduh & Hamidah, 2021; Anwar, Awang, & Sahid, 2021). Maslahah, as a principle in Islamic law, emphasizes achieving beneficial outcomes and avoiding harm. According to Imam Al-Ghazali, maslahah is an effort to maintain five basic aspects of human life, namely religion, soul, reason, descendants, and property (Abduh & Hamidah, 2021; Muhajirin and May Dedu, 2021). Imam Al-Ghazali divides Maslahah into three levels: maslahah daruriyyah (basic needs), which are crucial needs that, if unmet, could threaten survival; maslahah hajiyyah (secondary needs), which are crucial needs to alleviate daily difficulties; and maslahah tahsiniyyah (complementary needs), which are complementary needs that enhance the quality of life (Muhajirin and May Dedu, 2021; Rujuk, Depan, & Perspektif, 2022). Imam Al-Ghazali defines the term Maslahah as follows:

أما المصلحة فهي عبارة في الأصل عن جلب منفعة أو دفع مضرة ولسنا نعني به ذلك فإن جلب المنفعة ودفع المضرة مقاصد الخلق وصلاح الخلق في تحصيل مقاصدهم لكننا نعني بالمصلحة المحافظة على مقصود الشرع ومقصود الشرع من الخلق خمسة وهو أن يُقَظ عليهم دينهم ونفسهم وخلقهم ونسلهم ومالهم فكل ما يتضمن حفظ هذه الأصول الخمسة فهو مصلحة وكل ما يفوت هذه الأصول فهو مفسدة ودفعها مصلحة

*“Al-Maslahah primarily pertains to efforts aimed at achieving benefits or preventing harm. However, in this context, al-Maslahah encompasses not only achieving benefits and avoiding harm, but also upholding and preserving the Shari’a’s goals. The goals of the Shari’a related to living beings consist of five main things: religion, soul, mind, descendants, and property. Any action that preserves or protects these five things is considered al-Maslahah, while things that can damage or eliminate them are considered mafsadah. Therefore, al-Maslahah encompasses not only material gains but also prioritizes the preservation of fundamental elements crucial to human existence, as per the Shari’a’s teachings.”*

The concept of maslahah in Islam, as explained by Imam Al-Ghazali in *Al-Mustashfa min Ilm al-Usul*, refers to all forms of goodness or benefits that aim to protect five fundamental aspects of human life, namely religion, soul, mind, descendants, and property. According to *maqasid al-shariah*, maslahah is the main idea behind upholding the goals of sharia. Anything that helps keep these five things in check is seen as good, and anything that hurts them is called mafsadah (harm) (Basri, 2019; Miswanto, 2019). Maintaining religion means maintaining beliefs and worship practices so that they remain in accordance with Islamic teachings. Maintaining the soul involves safeguarding the individual's safety and life (Abduh & Hamidah, 2021; Al Jufri, Awang, & Sahid, 2021). Maintaining reason focuses on maintaining a healthy ability to think and be free from things that damage reason. Preservation of descendants aims to maintain the continuity of legitimate lineage, while preservation of property ensures protection of individual property and wealth (Miswanto, 2019; Rujuk et al., 2022). For Al-Ghazali, maslahah has a significant position in the framework of Islamic law because it is the moral and legal basis for determining policies or decisions aimed at the welfare of humanity (Anwar et al., 2021). According to him, every sharia rule must consider the maslahah aspect to achieve maximum goodness and avoid losses that have the potential to harm society (Abduh & Hamidah, 2021; Al Jufri et al., 2021; Anwar et al., 2021). Therefore, maslahah is the goal of every Islamic law and the main guideline for balancing individual and societal rights and obligations.

Several previous studies have discussed the responsibilities of bus companies toward consumers. The purpose of this study is to provide comparative references, while avoiding similarities with existing research. First, a study conducted by

Ramadhani (2022) entitled "Accident Risk Coverage System for Rental Cars in the Perspective of the Ijarah 'Ala Al-Manfa'ah Contract in Ujong Blang, Kuta Baro District.". This study emphasizes the connection between the accident risk coverage system for rental cars and the ijarah 'ala al-manfa'ah contract, an agreement that pertains to the use of rented goods. Ramadhani found that the rental party provides a guarantee for the risk of accidents during the rental period, where the car owner and the renter have complementary obligations in terms of coverage.

This study emphasizes the importance of the contract in regulating the rights and obligations of both parties, as well as the need to pay attention to the legal and sharia aspects in rental transactions. Firdausi (2020) conducted a study with the title "Responsibility of Bus Transportation Business Actors for Consumer Losses Based on Law Number 8 of 1999 Concerning Consumer Protection". This study discusses the obligations of bus transportation business actors in protecting consumer rights. Although the Consumer Protection Law states that bus business actors are required to provide compensation for losses experienced by consumers, in reality there are still many obstacles in its implementation. Several bus companies do not fully fulfill their responsibilities in providing compensation for losses caused by delays, accidents, or damage to passengers' belongings. This study underscores the significance of comprehending current regulations and the necessity for more stringent oversight to safeguard consumer rights. Third, Riandana (2020) conducted a study titled "Legal Protection for Passenger Belongings on PO Prayogo Night Buses." This study highlights the obstacles in providing legal protection for passengers' belongings on night buses. Despite the implementation of regulations governing public transportation's responsibility for belongings, frequent issues of loss or damage to goods persist during the trip. This study found that bus companies have not fully carried out their obligations in providing compensation for losses of passengers' belongings. Therefore, Riandana suggests strengthening the legal protection system, both in terms of regulation and implementation, to ensure that passengers get their rights properly.

Although previous studies have made significant contributions to understanding the responsibilities of bus transportation companies, especially in relation to accident risks, consumer protection, and passenger baggage issues, there are still gaps that need to be further studied. These studies generally focus on the legal and regulatory aspects that govern the responsibilities of bus companies but pay little attention to the analysis of standard clauses contained in bus tickets. In addition, the perspective of *maṣlahah*, as a central concept in Islamic law related to public welfare, has not been widely studied in the context of the responsibilities of bus transportation companies, especially in relation to liability for damage or loss of passenger baggage due to accidents. Therefore, this study provides a new and important perspective with the aim of filling this gap by deeply analyzing the standard clauses in bus tickets in Medan City and exploring how the principle of *maṣlahah* can be applied in order to provide fairer and more comprehensive protection for consumers of bus transportation services.

## **Method**

This study employs an empirical legal method, which focuses on observing legal phenomena in society. This approach seeks to comprehend how the bus company's responsibility is implemented within the framework of Islamic legal regulations. This method combines analysis of laws and regulations with empirical data obtained directly

from the field. We chose empirical legal research to identify practical legal problems faced by bus companies and passengers in the context of luggage responsibility.

#### Research Approach

This research adopts three main complementary approaches:

1. **Living Case Studies Approach** Researchers use this approach to directly examine legal facts in the field. Researchers observe the practices of bus company liability in Medan City, including policies related to compensation claims for loss or damage to passenger luggage. This approach allows researchers to understand the extent to which the implementation of legal regulations is in line with the needs of the community.
2. **Statute Approach** We use this approach to analyze various relevant regulations, including Law Number 8 of 1999 concerning Consumer Protection and regulations related to public transportation. This analysis seeks to determine if the current regulations adequately safeguard consumers, or if they require revisions and adjustments.
3. **A conceptual approach** Imam Al-Ghazali proposes the concept of Maslahah, which we understand through this approach. We then integrate the Maslahah concept into the analysis of research results to evaluate if the bus company's policies and existing regulations align with the principles of justice and public welfare. This analysis covers five basic aspects of maqashid sharia, namely the protection of religion, soul, mind, descendants, and property.

#### Research Stages

This research employs the empirical legal method in multiple stages:

1. **Primary Data Collection** We obtained primary data through in-depth interviews with various research subjects, including representatives of bus companies, passengers who experienced losses, and other related parties. We conducted open interviews to explore their experiences, perceptions, and knowledge about the bus company's responsibility for luggage.
2. **Secondary Data Collection** We obtained secondary data by conducting a literature study that encompassed various legal sources, including laws, government regulations, company policy documents, and academic literature pertaining to the Maslahah concept. The researcher also reviewed ticket clause documents from several bus companies to analyze the applicable provisions related to liability for luggage.
3. **Data analysis** We qualitatively analyzed the collected data using an inductive approach and thematic analysis. The researcher identified the main themes that emerged from the results of interviews and document studies. The analysis process involved matching empirical findings with existing regulations and Maslahah values.
4. **Data Validation** To ensure the validity and reliability of the data, researchers conducted data triangulation. Researchers conduct triangulation by comparing

data from various sources, including interviews, company documents, and legal literature. This step aims to improve the accuracy and consistency of the findings.

#### Integration of Maslahah Perspective in Analysis

The Maslahah perspective is used as the main analytical framework in this study. The researcher identifies Maslahah values that are relevant to the problems studied, such as:

- a. Hifdz al-Din (Protection of Religion): Ensuring that the bus company's policies do not conflict with religious principles.
- b. Hifdz al-Nafs (Protection of Life): Ensuring the safety and security of passengers during the trip.
- c. Hifdz al-'Aql (Protection of Reason): Increasing the understanding and awareness of passengers and bus companies about their rights and obligations.
- d. Hifdz al-Nasl (Protection of Descendants): Protecting the rights of families affected by passenger losses.
- e. Hifdz al-Mal (Protection of Property): Ensuring the bus company's responsibility to replace lost or damaged luggage.

These values are used to assess whether bus company policies and existing regulations have reflected the principles of justice and public welfare. Researchers also evaluate whether the solutions offered in practice in the field have been in accordance with these principles.

#### Justification for the Selection of Empirical Legal Methods

- a. We chose the empirical legal approach because it aligns with the research objectives, which involve examining legal problems that arise in field settings. This approach allows researchers to:
  - a. Identify problems faced by passengers and bus companies in everyday practice.
- b. Analyze the applicable policies and regulations in the context of consumer protection.
- c. Integrate the perspective of Islamic law, especially the concept of Maslahah, in assessing existing policies and practices.

With this approach, research is expected to provide a significant contribution in developing public transportation policies that are fairer and in accordance with the principles of consumer protection and the values of welfare in Islamic law.

## Results and Discussions

### Terms of Liability in Bus Ticket Clauses in Medan City

There are more than 50 bus companies operating in Medan City. Researchers selected only 4 bus companies from the 50 to use as research samples. The researcher used the ticket clause as a meeting point, aligning the research title with the responsibilities set by each bus company. The following table will provide a detailed explanation.

Tabel 1. Clauses on Bus Tickets

<i>Bus Name</i>	<i>a bus department</i>	<i>The clause in the bus ticket</i>
PT Medan Jaya Simalem	Between Cities and Provinces	In the event of an accident on the way, damaged/missing items are not the responsibility of the company, if there are casualties, the risk is the responsibility of Perum. Jasa Raharja (UU 33/64)
PT Pinem Lau Guna	Between Cities and Provinces	Loss of delivery items due to employee negligence, accidents, fires, only reimbursed 6x the shipping cost.
PT Antar Lintas Sumatra (ALS)	Between Cities and Provinces	According to the law (force majeure), Perum Jasa Raharja is responsible for paying for the medical expenses of each passenger who was killed by the accident, but lost or damaged, the vehicle caught fire was not the company's responsibility.
PT Bintang Utara	Between Cities and Provinces	In an accident, compensation for damaged/missing/burned goods is not a liability of the company. And compensation/treatment of passengers who had an accident is entirely on the responsibility of PT. Ak. Jasa Raharja because all passengers and bus employees have been insured by the company.

Source: Data processed by researchers (July 28, 2024)

The research reveals that each company's bus ticket clauses essentially follow the same guidelines to safeguard passenger belongings from damage and loss caused by accidents. Likewise in compensation. Each company makes provisions for certain uses. The results of interviews with companies revealed that one of their challenges was maintaining distance, which was crucial to prevent passengers from requesting reimbursement arbitrarily. In some places, accidents can occur due to things beyond

the control of the driver or the company, such as natural disasters, force majeure, road conditions, and others. Passengers also understand the disaster that befell the company.

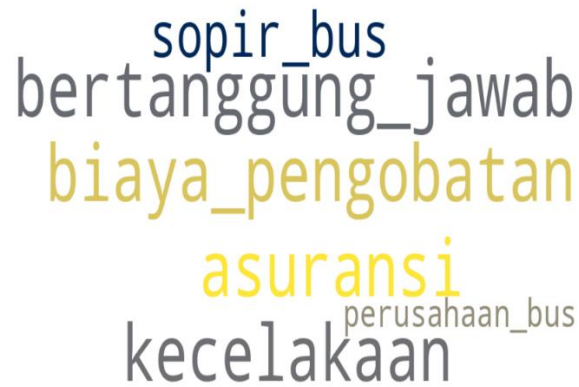


Figure 1. The word that often appears in interviews

However, this researcher's investigation focuses on the company's accountability, as the driver's carelessness led to the accident and resulted in significant losses for passengers. The researcher conducted an interview with Mr. Syamsul Manday, the passenger who was the victim of the accident on the Bintang Utara bus on the Tebing Tinggi-Medan toll road in 2019. The Tebing Tinggi Regional Hospital treated the injured victim. The bus company managed Jasa Raharja insurance, which covered all medical expenses, according to the victim. The victim's belongings were broken glasses and a suitcase containing clothes, shoes, and a lost cellphone. The company did not replace the lost items. The second case was the Medan Jaya bus accident in Jakarta in 2016. Mr. Ritonga, the Medan Jaya bus driver, was involved in the accident. The hospital treated Mr. Ritonga for his injuries and lost items, specifically a bag containing clothes and cash. According to the results of the interview with Mr. Ritonga, in this accident, the company was only responsible for the victims who died and were injured but not for the damaged or lost items in the passenger's belongings. The business actor writes these liability rules on the ticket for passengers' ease of understanding. We usually refer to the rules in this ticket as standard clauses. As consumers, of course, you can only follow the rules in the clause. As the weaker party, consumers are not allowed to alter the contents of the agreement. In Islamic teachings, an agreement must meet its pillars and conditions to be valid. The main pillars of an agreement are *ijab* and *qabul* (Liatyowati Afika, 2020). According to researchers, this ticket's clauses protect their interests. According to researchers (Carissa et al., 2022; Saragih et al., 2016), the inclusion of clauses is a legitimate measure to prevent losses and to limit or eliminate their responsibilities if they are not negligent. The transportation business commonly incorporates standard clauses for the purpose of efficiency and time effectiveness (Lubis, 2018). This situation arises due to the government's failure to provide guidance and supervision to bus business actors regarding consumer responsibility and protection, as regulated by UULLAJ and UUPK. Although the Traffic and Road Transportation Law (UULLAJ) has stipulated the responsibility of bus companies to passengers and their belongings, its implementation in the field has not been optimal. The bus company ticket clause in Medan City tends to eliminate responsibility for losses of passengers' belongings due to accidents, which is contrary to the principle of consumer protection (Lubis, 2018; Pandey, 2016). From a *Maslahah* perspective, this policy does not fulfill the objectives of



sharia in maintaining property (hifzh al-mall), which requires the protection of passengers' property rights. This study provides a unique contribution by integrating the principles of Maqashid Sharia to assess transportation policies, offering a new perspective that is academically and practically relevant. This finding implies that the government must revise regulations to hold bus companies accountable for any damage or loss of belongings caused by driver negligence. We must strengthen this regulation with a strict monitoring mechanism to guarantee adherence to the rules. Additionally, we need to encourage consumer education about their rights as transportation service users and train bus companies to enhance their awareness of consumer protection. To create a fair, safe, and sustainable transportation system, the government must incorporate the principles of Maqashid Syariah into ticket clauses, balancing company interests with passenger rights. Further analysis shows that ticket clauses that eliminate the responsibility of bus companies create an imbalance in the relationship between service providers and users of transportation services in Medan City. This imbalance reflects the lack of company commitment to ensuring the safety of passengers' belongings, which should be an integral part of public transportation services. In this context, the integration of the principles of Maqashid Syariah offers a solution that is not only based on positive law but also on universal justice values. The preparation of fairer ticket clauses can increase consumer trust in public transportation services while minimizing the potential for conflict between companies and passengers. Thus, more detailed regulations, effective monitoring mechanisms, and the involvement of all stakeholders are essential steps to create a more responsible transportation system in Medan City.

### **Analysis of Bus Company Liability for Damage and Loss of Passenger Luggage in Medan City According to Maslahah Perspective**

Here are some of the most emphasized words in the theme of bus company liability analysis for damage and loss of passenger luggage in Medan City, according to the Maslahah perspective:

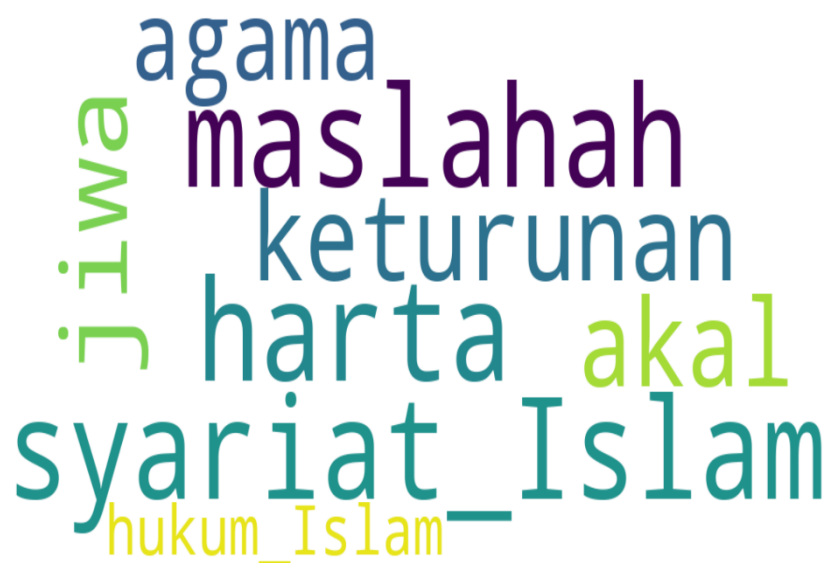


Figure 2. wordcloud of the most frequently discussed word

Islamic law establishes *maslahah* to uphold the five fundamental aspects of human life: religion, soul, mind, descendants, and property. Human welfare depends on these five aspects, as their protection is crucial (Muhajirin and May Dedu, 2021; Ramadhani, 2022). Imam Al-Ghazali defined *maslahah*, or goodness, as any action that strives to uphold and safeguard the five fundamental components of human existence: religion, soul, mind, descendants, and property. Conversely, anything that can damage or destroy one or more of the five basic elements is considered a danger or harm (*mafsadah*) (Al Jufri et al., 2021; Anwar et al., 2021). In this study, the researcher utilized the *Maslahah* perspective to examine bus companies' accountability for damage to passenger luggage resulting from driver negligence (Safriadi, 2021; Syarif & Ahmad, 2016). This perspective not only provides a legal basis for resolving problems but also ensures that the decisions made contribute to the welfare of the wider community. Islamic law considers the fundamental principles of justice to achieve this. There are three things that Al-Ghazali said were necessary for *maslahah* to be a legal basis: (1) It had to be in line with the goals of sharia and not go against clear evidence (*qat'i*); (2) it had to make sense; and (3) it had to be *daruri*, which means it was very important because it protected the five main parts of human life: religion, soul, reason, descendants, and property (Abduh & Hamidah, 2021; Safriadi, 2021). From the *Maslahah* perspective, the bus company's responsibility From the perspective of *Maslahah*, the bus company bears responsibility for passenger goods damaged or lost due to accidents caused by driver negligence. This obligation is not solely based on positive laws like UULLAJ but also on the principle of maintaining public interest (*maslahah ammah*) (Milafebina & Syailendra, 2024; Nasution, 2014). property rights in order to create social justice in society. Public transportation companies have a moral and legal responsibility to provide compensation as a form of fulfilling their obligations to consumers (Berlianti & Putra, 2023; Riandana, 2020). However, the results of this study show that the ticket clauses used by bus companies in Medan City are often not in line with the principle of maintaining property (*hifzh al-mall*). This clause explicitly states that the company is not responsible for goods damaged or lost due to accidents, which is contrary to the purpose of sharia in protecting property rights. In fact, based on UULLAJ, public transportation companies have a legal obligation to provide protection and compensation to passengers for losses that occur during the trip. This discrepancy creates an imbalance in the relationship between transportation service providers and consumers, where consumer rights are often ignored for the sake of business interests. Furthermore, the responsibility of bus companies does not stop at the obligation to compensate for material losses but must also reflect a commitment to the broader principle of justice. If the accident is caused by the driver's negligence, the company must take full responsibility for compensating for the loss of passenger goods. Conversely, if the loss is caused by external factors such as natural disasters (*force majeure*), then a more flexible approach can be applied, for example, through negotiations to reach a fair agreement between the two parties. In addition, it is important to emphasize that the application of *Maslahah* does not override values such as forgiveness and reconciliation. In this context, passengers who experience losses are advised to first identify the cause of the accident before demanding compensation. In Islam, an attitude of mutual forgiveness is encouraged, as emphasized in Q.S. Al-Baqarah verse 178, which mentions the importance of resolving disputes in a good and fair manner. That some bus companies are willing to provide compensation through a

negotiation process if the damaged or lost goods have significant value and the damage can be proven to be due to their negligence. This process reflects the potential to create a balance between the interests of companies and consumers if the Maslahah-based approach is applied consistently. Thus, the determination of public transportation agreements in Medan City must consider the principles of Maqashid Syariah to ensure that passenger rights are protected without sacrificing the sustainability of the transportation business.

## Conclusion

This study concludes that although the Law on Road Traffic and Transportation (UULLAJ) has stipulated the responsibility of bus companies towards passengers and their belongings, its implementation in the field has not been optimal. The clauses in bus company tickets in Medan City tend to eliminate responsibility for losses of passengers' belongings due to accidents, which is contrary to the principle of consumer protection. From a Maslahah perspective, this policy does not fulfill the objectives of sharia in maintaining property (hifzh al-mall), which requires protection of passengers' property rights. This study makes a unique contribution by integrating the principles of Maqashid Sharia to assess transportation policies, offering a new perspective that is relevant academically and practically. The implication of this finding is the need for government revision of regulations to ensure that bus companies are responsible for damage or loss of belongings due to driver negligence. This regulation must be strengthened with a strict monitoring mechanism to ensure compliance with the rules. In addition, education for consumers about their rights as users of transportation services needs to be encouraged, along with training for bus companies to increase their awareness of consumer protection. In the context of policy, the government also needs to integrate the principles of Maqashid Syariah in the preparation of ticket clauses so that a fair, safe, and sustainable transportation system is created by paying attention to the balance between company interests and passenger rights.

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