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Carrier's Liability for Maritime Cargo: A Comparative Analysis of Indonesian Shipping Law and International Conventions

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Abstract

The analysis of efficient and safe cargo movement via maritime routes significantly impacts economic connections between countries and other countries. Inconsistencies between national legislation and international commitments might result in conflicts in maritime transportation. In the context of Indonesian maritime law, the exploration of carrier liability is particularly important given the complex interaction between national regulations and international conventions. The carrier, as the responsible entity, is expected to adhere to the stringent standards set by international law; yet, variations in the interpretation and application of regulations at the national level may hinder such compliance. This study aims to examine the carrier's liability in goods transportation under international and national maritime law, in addition to the problems encountered in its legal and execution of operations. This research employs a normative-juridical approach to analyze the relevant legal provisions, utilizing descriptive-analytical methods to comprehend the intricacies of rules pertaining to carrier liability. These findings should provide a comprehensive understanding of the relationship between Indonesian law and international conventions in the wider context of Indonesian maritime law.

Keywords

carrier's liability, Indonesian shipping law, international conventions

INTRODUCTION

In Indonesia, maritime transport is a vital component of the economy, given the country's status as a vast archipelago. Due to its crucial geostrategic location and control over international shipping routes, Indonesia significantly influences global maritime transit. The existence of this potential has encouraged the development of an efficient sea transport network, which in turn will improve inter-island connectivity and strengthen trade relations with various countries. In this context, the dynamics of maritime law in Indonesia are influenced by the domestic legal framework and international maritime conventions, which necessitate the coexistence and sometimes conflict between national laws and international obligations. This intricate landscape gives rise to a range of issues, including the mechanisms for determining liability, the management of claims, and the processes for resolving disputes. Stakeholders, including shipowners and cargo owners, must possess a comprehensive understanding of the responsibilities and obligations of carriers. The aforementioned responsibilities are not solely determined by national laws; they are also heavily influenced by international maritime conventions, which aim to standardize practices across different legal jurisdictions.

The historical evolution of Indonesian maritime law offers significant insights into contemporary carrier liability. Given its status as an archipelago, it is unsurprising that Indonesia has long recognized the importance of maritime trade, with its legal framework reflecting a blend of traditional practices and colonial influences. The foundational legislation governing maritime transportation in Indonesia is the 1848 Kitab Undang-Undang Dagang (KUHD), which was significantly influenced by Dutch law and has undergone various legislative adaptations to align with the local context. (Saputri & Kusdarini, 2021; Yusof & Saman, 2023; Prissandi et al., 2023).

Significant reforms to Indonesia's maritime sector were introduced with the enactment of Law No. 17 of the year 2008 on Shipping, which provided a legal basis for regulating shipping activities. This legislative act has codified various aspects of maritime transport, such as carrier liability, safety management systems, and the rights of cargo owners. (Gustasya et al., 2023; Irianto et al., 2021). While the law follows international standards, it includes specific rules that consider Indonesia's unique maritime situation, such as recognizing local customs and traditional practices that could affect carrier liability.

The impact of globalization has resulted in an increasing need for uniformity in maritime law, prompting Indonesia to adopt and adapt international conventions governing operator liability. As Indonesia's maritime commercial practices evolve, the necessity for a legal framework that seeks to balance national interests with international obligations has become increasingly apparent. This framework is intended to ensure that operators operate in a context that promotes accountability and efficiency in maritime transport (Ningrum et al., 2023; Ratnawati et al., 2023). This approach is consistent with contemporary maritime law's emphasis on economic growth through effective governance and compliance in the shipping industry, thereby promoting sustainable development in Indonesia's maritime sector (Tumangkeng et al., 2022; Iristian, 2024).

In a global context, international maritime law is critical for protecting the rights and obligations of parties involved in the carriage of goods by sea (Tumangkeng et al., 2022). Conventions like the Hague-Visby Rules and the Rotterdam Rules serve as a harmonized framework to standardize transport practices globally (Tumangkeng et al., 2022). The Hague-Visby Rules are an important set of guidelines that mainly focus on multiple bills of lading, offering important legal protections like limiting liability and defining cargo owners' rights during disputes about carrier responsibility. Conversely, the Rotterdam Rules have been developed to address the shortcomings of the existing framework by introducing provisions that are more suited to contemporary carriage practices, especially in the digital age (Tseng, 2018; Larena, 2023). The rules establish a more integrated approach, reflecting advances in containerization and the growing importance of electronic documentation in the shipping industry (Sun & He, 2024; Gujar et al., 2021). Furthermore, the incorporation of these rules into national maritime legislation underscores the global influence of these international conventions, as evidenced by regions such as Vietnam (Hanh, 2024; Liu, 2024).

METHODS

This research uses a normative juridical method by analyzing various applicable legal rules and regulations related to a carrier's responsibility for the carriage of goods by sea. We use descriptive-analytical analysis to identify the challenges carriers face in discharging their responsibilities, both in a legal and operational context. This approach is expected to provide a profound understanding of how national regulations interact with international conventions in the context of Indonesian shipping law.

LITERATURE REVIEW

Overview of Indonesian Shipping Law

The regulatory framework governing maritime law in Indonesia encompasses a plethora of pivotal aspects pertaining to the transportation of goods. This framework encompasses provisions for standardization and supervisory mechanisms, along with the stipulations concerning the liabilities and sanctions imposed upon carriers in the event of violations. The Indonesian Commercial Code and Law No. 17/2008 stipulate that carriers are obliged to maintain the safety and security of the vessel, as well as to prevent losses that may arise from negligence or errors in its operation (Prasetiawan et al., 2022; Harto, 2023). (Prasetiawan et al., 2022; Harto, 2023). Furthermore, within the context of Indonesian maritime law, the liability of the carrier is not confined solely to the losses incurred by the shipper; it also encompasses liability for damages caused by negligence during the course of the transportation process (Ardifka et al., 2024; Yuddin et al., 2023).

The discordance between national legislation and international obligations poses a significant challenge for carriers. The discrepancy between the implementation and interpretation of legal frameworks often gives rise to legal uncertainty, which, in turn, engenders disputes in court. This, in turn, complicates the fulfillment of legal obligations by carriers. Furthermore, the absence of uniformity in the implementation of national legislation has the capacity to engender uncertainty, thereby diminishing the confidence of the parties involved in international trade. (Iqbal & Irawati, 2023; Sitania & Suponyono, 2020).

Consequently, the establishment of consistent legal systems and regulations at domestic and international levels is imperative to enhance confidence in international trade and mitigate legal risks for carriers. These measures will create a more stable and predictable business environment, which is essential in the constantly changing context of globalization. (Iqbal & Irawati, 2023; Harianti et al., 2024; Jumaedi et al., 2023). This stability not only fosters growth among existing trade relationships but also encourages new partnerships and foreign investments. As countries adapt to the complexities

of global commerce, the alignment of legal frameworks will play a crucial role in ensuring equitable practices and protecting the interests of all stakeholders involved.

International Conventions Governing Carrier's Liability

The liability of carriers for the carriage of goods by sea is governed primarily by a select number of key conventions, namely, the Hague-Visby Rules and the Hamburg Rules. The conventions establish standardized norms for carrier liability, focusing on aspects such as liability limitations and the entitlements of cargo owners. The Hague-Visby Rules delineate the liability of carriers for the loss of goods transported, having been established under the 1924 Brussels Convention and revised by the 1968 Visby Protocol. The carrier is liable for any loss or damage only if it can be shown that they were negligent or acted improperly while following the bill of lading and hire agreement. This contractual mandate not only covers the physical integrity of the vessel, but international maritime conventions emphasize that the carrier must also ensure the seaworthiness of the vessel and handle the cargo safely during the shipping process (Tongjiang & Wang, 2009; Hanh, 2024). The expansion of carrier liability is further delineated by the Rotterdam Rules, which provide enhanced protection for shippers, encompassing more stringent performance criteria for carriers and broadening the scope of compensation avenues in instances of loss or damage to goods and associated parties in the context of multimodal transportation. (Ciok, 2017). The fundamental purpose of these two rules, as previously outlined, is to establish liability limits for carriers. In this regard, the Hamburg Rules stipulate higher maximum limits in comparison to the Hague-Visby Rules (Lebedevas & Malukas, 2024). This shift not only aims to provide greater financial security for shippers but also addresses the evolving complexities of global trade. By redefining liability parameters, the Hamburg Rules seek to create a more equitable framework that reflects modern shipping practices and the diverse challenges faced by both carriers and cargo owners.

RESULTS AND DISCUSSION

Comparative Analysis: Indonesian Shipping Law and International Conventions Interactions

In the context of maritime law in Indonesia, the interaction between domestic law and international conventions is of particular significance, especially in the context of managing the liability of carriers. Indonesian maritime law, which is largely governed by Law No. 17/2008 on Shipping, refers to the principles set out in international conventions such as the 1978 Hamburg Convention and the 2008 Rotterdam Convention. International law provides a clear framework regarding the responsibility of carriers in freight transactions, which includes the obligation to maintain the safety of the goods and individuals transported from the place of pickup to delivery at the destination (Bridail et al., 2024). Analyses of carrier liability, particularly within Indonesian maritime law, show a distinct interplay between local regulations and international treaties. In Indonesia, such responsibilities are defined in national legislation, which is influenced by local practices and scenarios that frequently result in unique interpretations and applications of the law (Koval, 2024). Conventions such as the Hague-Visby Rules, Hamburg Rules, and Rotterdam Rules provide the basic legal principles that guide the obligations and responsibilities of carriers involved in the carriage of goods by sea (Koval, 2024). These conventions meticulously delineate the obligations of carriers in the context of the carriage of goods. Each of these conventions carries its own definition and criteria for carrier liability, and the application of these three conventions often leads to legal confusion due to differences in regulation (Yeganeh & Zahiri, 2024; Koval, 2024).

A salient difference in carrier liability is the burden of proof in liability claims. Under the Hague-Visby Rules, the onus is typically on the cargo owner to demonstrate the carrier's negligence to obtain damages. Conversely, the Indonesian legal framework adopts a more balanced approach, whereby the onus is on the carrier to demonstrate that the damage did not stem from their failure to fulfill a stipulated duty. This represents a notable shift in the allocation of liability. This discrepancy prompts inquiries into the efficacy of cargo owner protection in Indonesia, necessitating further scrutiny of judicial practices and outcomes in shipping disputes. Furthermore, there are discrepancies with regard to the timeframe for filing claims. The Hague-Visby Rules impose stringent time limits for filing claims, underscoring the imperative for expeditious redress. Conversely, the Indonesian maritime law stipulates more generous timeframes, which may enhance access to legal remedies but could also result in protracted litigation, thereby complicating the recovery process for affected parties. These discrepancies highlight significant considerations for ocean transport stakeholders when assessing the legal environment in which they operate. The carriage of goods by sea is regulated by various international conventions, including the Hague Rules (1924) and the Hague-Visby Rules (1968), which establish the limits of the carrier's liability to protect the interests of cargo owners. The Hague Rules Convention, based on the 1924 International Convention, requires the carrier to provide a bill of lading that shows the initial mark and amount of goods, ensuring proof that the goods were received properly to protect the cargo (Aljaser & Meskic, 2024).

In addition, the convention also establishes a legal framework for the settlement of disputes that may arise during the shipping process and sets limits on the damages that can be claimed by the shipper. The rules also require carriers to exercise due diligence in the process of loading, handling, and storing goods. The carrier must meet certain standards to protect the goods from damage during transit (Hermann, 2024). In this context, the Hague-Visby Rules serve to reinforce the principles contained in the Hague Rules by introducing stronger protections for cargo owners, as well as further regulating shipping practices in an increasingly complex maritime context (Hanh, 2024). In addition, the provisions outlined in the Hague Rules encompass elements pertaining to the carrier's legal liability. This element aims to balance the shipper's interests with the carrier's economic operations. This provision is of pivotal importance in fostering trust and

collaboration between shippers and carriers in the maritime industry while simultaneously benefiting both parties without imposing undue liability on the carrier (Liu, 2024). The convention is expected to enhance the efficiency and fairness of international agreements concerning the carriage of goods. In addition to regulating liability, the convention also takes into account the various risks inherent in maritime transport, including inclement weather, accidents, and technological challenges (Ventikos, 2004). The scope of the convention is such that it extends beyond the sending and receiving countries and can also influence shipping operations on a global scale. This, in turn, contributes to the enhancement of maritime security management practices (Formela et al., 2019).

The Hamburg Rules, initially promulgated in 1978 and subsequently revised in 1992, constitute a comprehensive framework of international maritime law. They delineate the rights and obligations of shippers, carriers, and consignees with regard to the carriage of goods by sea. This framework was designed to address gaps in previous conventions, in particular the Hague Rules of 1924 and the Hague-Visby Rules of 1968. The Hamburg Rules promote a more uniform regime applicable in global maritime transport, facilitating interaction across different national legal frameworks for the carriage of goods (Mahafzah & Naser, 2019).

The carrier's liability, as defined under the Hague Regulations, commences upon the goods' loading onto the vessel and concludes when the goods are removed from the vessel (Ciok, 2021). This is articulated in Article 1(2) of the Hague Regulations, which clarifies that the carrier's liability ends once the goods are unloaded and delivered near the vessel (Ciok, 2021). The limitations imposed on the carrier's liability are in line with the clauses outlined in the Hague Regulations, which exempt the carrier from liability in certain situations, including natural disasters and force majeure (Sosedova & Galierikova, 2021).

The Hamburg Regulations have been subject to significant amendments, with the result that the rights of cargo owners are emphasized and the scope of the carrier's liability expanded. For example, the Hamburg Regulations state that if the carrier is careless or does something deliberately that causes loss or damage, they are fully responsible, fixing problems that were not covered well before (Hanh, 2024). Additionally, the Hamburg Rules explicitly address delays-related losses, expanding the scope of responsibility beyond what the Hague and Hague-Visby Rules establish.

The criteria outlined in the Hague Regulations regarding carrier liability appear to strike a balance that is intended to protect both the carrier and the shipper. For instance, while the carrier is excused from liability for fires not attributable to their negligence (Article 4), the carrier remains accountable for ensuring that all goods are transported in a safe condition (Liu, 2024). This balance is pivotal in ensuring adequate protection for the interests of the parties involved, thereby facilitating the effective execution of the contract without imposing undue hardship on either party (Mahafzah & Naser, 2019).

An examination of the Hague and Hamburg Rules reveals a discernible trend towards the modernization of maritime law, a development that is essential for the adaptation of shipping practices to the prevailing conditions of international trade, which is undergoing significant growth (Mahafzah & Naser, 2019). The distribution of responsibilities and obligations delineated in these regulations remains pivotal to upholding operational efficiency and fairness within the maritime sector.

The principle of carrier liability under the 1978 Hamburg Rules, as specifically elaborated in Article 4, stipulates that the carrier's liability commences when the goods are in its custody at the port of departure and continues throughout the transport process until the goods reach the port of discharge. It is noteworthy that this framework underscores the carrier's obligation to ensure the safety and integrity of the goods throughout this period of responsibility (Sosedova et al., 2021; Tong-jiang & Wang, 2009). The Hamburg Rules also allow carriers to avoid liability if they can prove that the loss or damage to the goods was not their fault during the carriage (Poliak & Salamakhina, 2023). This provision is similar to what other international rules say about carrier liability, like the Rotterdam Rules and the Hague-Visby Rules, which have similar rules but differ in certain areas of liability exemptions. A notable distinction of the Hamburg Rules, as compared to other conventions, is the increased burden of proof placed on carriers. They are required to explicitly demonstrate the absence of their fault (Liu, 2024; Yi-zhen et al., 2021).

Furthermore, these dynamics also reflect the evolution in maritime transport regulation. The ongoing processes of globalization and modernization in shipping practices have rendered the existing international maritime legal framework somewhat inadequate. This issue has given rise to a call for reforms that ensure a clearer delineation of responsibilities and standards of liability. As containerization and multimodal transport have become dominant, the mechanisms set out in the Hamburg Rules sometimes struggle to adapt to these modern emergencies (Mahafzah & Naser, 2019; Sosedova & Galierikova, 2021; Gujar et al., 2021).

The relationship between carrier responsibility and the rules that limit it presents a complex situation influenced by established legal standards and the practical realities of modern shipping. When these rules are applied by different legal systems, variations can arise based on national laws, leading to incompatibilities and challenges in international shipping practices (Li, 2024). While the Hamburg Rules provide a framework for understanding carrier liability from the point of delivery of goods to the final destination, they also illustrate the evolving nature of maritime law in the face of technological advances and globalization.

The Carrier's Liability under Indonesian Law

In marine cargo transportation, the carrier is essential for ensuring the safe transit of goods from their source to a specified destination. As the party responsible for the organization of the transport, the carrier bears specific obligations toward the

cargo goods entrusted to them by the shipper for delivery to the consignee. The carrier's role in sea transportation is of paramount importance. They are liable for any loss, damage, or destruction of the goods entrusted to them by the shipper or owner and for their safe delivery to the consignee. The transportation contract stipulates this inherent responsibility. Law No. 17/2008 on Shipping contains the general provisions relating to the carrier's liability, as outlined below:

Article 40: 'Liability of the Carrier'

- (1) Water transport companies are responsible for the safety and security of passengers and / or goods carried.
- (2) The water transport company holds responsibility for the ship's cargo as outlined in the cargo document and the agreed transport agreement or contract, reflecting the specified type and quantity.

As mentioned in Article 40 are:

Liability arising from the operation of a ship includes:

- a. Death or injury of passengers carried;
 - b. The destruction, loss, or damage of goods transported;
 - c. Delay in the transportation of passengers or goods being transported;
 - d. Third-party losses.
- (3) If it can be proven that the losses as referred to in paragraph 1, letter (b), letter (c), and letter (d) are not caused by its fault, the water transport company may be exempted from part or all of its liability. It is incumbent upon water transport companies to ensure their liability as outlined in
- (4) paragraph 1 and to implement fundamental public passenger protection insurance in accordance with the provisions of the relevant laws and regulations.

This responsibility is further elucidated in Article 41, paragraph (1), of the Law on Shipping, which enumerates the circumstances that may incur liability for the carrier. Article 41, paragraph (2) states that if the carrier can prove it wasn't at fault, it may be exonerated from all or part of its responsibility. Furthermore, as outlined in Article 41, paragraph (3), the carrier is obligated to install responsibility for any loss that results from the operation of the ship. In the event that the transport company does not implement the provisions of Article 41, paragraph (3) above, sanctions may be imposed in accordance with Article 292 of Law No. 17 of 2008.

The Commercial Code (KUHD) mandates that the carrier assume full responsibility for the safe transit of goods from receipt to delivery, as articulated in Article 468 (Bridail et al., 2024; Harto, 2023). This provision establishes the carrier's legal liability for any loss or damage occurring during transportation unless the goods' nature and value were accurately declared. Article 470 further refines this liability by introducing a maximum compensation limit per item, apart from specific bulk cargo such as petroleum, flour, or cement, for which this limitation does not apply. Moreover, the carrier may be exempt from liability if they intentionally misrepresent the nature and value of the goods. Thus, the detailed rules in these articles not only strengthen the carrier's duty to protect the goods but define their legal liability in transportation, ensuring accountability in the commercial transport industry. This clarity is essential for both shippers and carriers, as it establishes a mutual understanding and expectation of responsibility. A well-defined liability framework improves trust and efficiency in international trading procedures, benefiting all parties involved.

In the context of the Commercial Code, the principle of liability based on the presumption of guilt is articulated in Article 468, which stipulates that: The contract of carriage stipulates the carrier's obligation to ensure the safety of the goods to be transported from the time of receipt until the time of delivery. The carrier is liable for the non-delivery or damage of the goods unless he can prove that the non-delivery or damage was due to an unavoidable event and not the goods' nature, condition, or defect or the consignor's fault. The carrier is held liable for the actions of the individuals under their employ and for the items utilized in the transportation process.

The provisions of Article 468, paragraph 2, of the KUHD elucidate that in the event of the non-delivery of the transported goods, either partially or in their totality, or their damage, the carrier is obligated to provide compensation to the shipper, unless he can demonstrate that the aforementioned events were attributable to circumstances that were unavoidable or beyond his control. Additionally, Article 477 of the KUHD states that carriers are responsible for losses caused by late deliveries, which are examined through three different rules of responsibility. Under fault liability, the carrier is only held responsible if it can be shown that they were negligent or acted wrongly (Wibisono, 2021; Garnowski, 2023). Only proven negligence or wrongful conduct holds the carrier accountable under fault liability (Wibisono, 2021; Garnowski, 2023). Presumption liability, however, shifts the evidentiary burden onto the carrier by assuming liability unless a lack of fault is demonstrated, thereby facilitating claims by the aggrieved party (Gajdos & Zitricky, 2021; Garnowski, 2023). Finally, absolute liability entails that the carrier is responsible regardless of fault or negligence, thereby offering the most comprehensive protection to the consignor (Wibisono, 2021; Cha et al., 2021). These principles together form the legal rules for transport disputes and are crucial for deciding claims, as they outline the boundaries of what the carrier is responsible for when delivering goods on time.

The assessment of carrier liability in transportation law is fundamentally structured around three doctrines that ensure a balance between protecting the rights of injured parties and defining the scope of carrier responsibilities. The fault-based liability doctrine requires that the plaintiff demonstrate that the carrier deviated from accepted standards of care or acted negligently. This traditional approach, which relies on evidence of wrongful conduct, has long been a cornerstone of tort law and ensures that liability is assigned only when a carrier's conduct falls below an acceptable standard of care (Bridail et al., 2024). In contrast, the doctrine of the rebuttable presumption of liability shifts the initial burden of responsibility to the carrier. Under this doctrine, the carrier is presumed liable by default, and it is incumbent

upon the carrier to produce compelling evidence to rebut this presumption. This method aims to enhance the protection of victims by simplifying the process so they can prove their case while still permitting carriers to demonstrate that they were not at fault or negligent in their operations. This system reflects a move toward balancing fairness with the inherent risks present in transportation activities. The doctrine of absolute liability, also known as strict liability, advances this delicate balance by imposing carrier responsibility, irrespective of fault. Under absolute liability, the focus is on ensuring that those who suffer harm are compensated without the often-onerous burden of proving negligence or deviation from standard practices. This approach is particularly prevalent in contexts where the risks associated with transportation are so significant that the law deems it appropriate to impose liability automatically. Jurisprudence in various legal systems recognizes this model as a means of both enhancing passenger protection and streamlining the compensation process (Garnowski, 2023; Abdullah & Manap, 2021). As noted in certain legal texts, this doctrine underscores the principle that some activities, because of their inherent dangers, warrant an automatic imposition of liability. Collectively, these three doctrines—fault-based liability, the rebuttable presumption of liability, and absolute liability—create a coherent legal framework that balances competing interests. The fault-based approach ensures that carriers are only held accountable when there is demonstrable negligence, while the presumption-based rule allows for initial victim protection that can be contested by carriers demonstrating their lack of fault. In situations where the risks are deemed too serious to ignore, absolute liability removes the requirement for complicated proof of fault, instead focusing on the rights of the injured parties and simplifying legal processes. This three-part system illustrates how transportation law is evolving to strike a balance between the necessity for efficient operations and robust safety protections for cargo in an increasingly complex global transport environment.

The principle of fault liability can be further broken down into; Firstly, liability based on fault for default (liability based on default); and secondly, liability based on fault for committing an unlawful act, both as referred to in Article 1365 of the Civil Code. Conversely, the no-fault liability principle can be categorized into two types: Strict liability principle and absolute liability principle. The fundamental distinction between these two liability principles lies in the element of fault, signifying whether the element of fault is necessary in establishing someone's responsibility. The former is predicated on the presence of fault, necessitating its attribution to establish responsibility, whereas the latter, predicated on the no-fault liability principle, eschews any requirement for fault attribution in determining responsibility.

According to Article 468 of the Commercial Code, the Indonesian legal framework for transportation creates a liability system that is essentially predicated on a rebuttable assumption of guilt. This principle stipulates that carrier are chiefly responsible for arranging transportation and safeguarding all commodities or people from the time the goods are entrusted by the shipper until their receipt by the consignee. This framework stipulates that after the carrier accepts contractual obligation, the onus shifts to the carrier to demonstrate that any loss or damage did not arise from their carelessness or fault. The core principle of this system is that the carrier is accountable for all losses or damages unless they can definitively prove that the events causing such damages were beyond their control. If the damage resulted from the intrinsic character or poor state of the goods, or if the culpability rests with the shipper, the carrier may evade liability by proving that the incident was unavoidable. This assumption of guilt reflects a broader legal rule that the party with the stronger contract position the carrier is responsible unless there are special circumstances, like force majeure or unexpected faults in the goods. In such cases, the carrier must demonstrate substantial evidence to support their claims and mitigate their liability. This legal framework mandates accountability for parties' obligations while acknowledging the unpredictable character of specific circumstances. Natural calamities or unexpected mechanical malfunctions can profoundly affect the capacity to meet contractual obligations. A thorough comprehension of exceptions within this framework is crucial for adeptly managing future disputes, guaranteeing that rights and obligations are distinctly upheld.

CONCLUSION

Based on the research and discussion above, it can be concluded that the carrier's responsibility in the transportation of goods by sea, according to Indonesian shipping law and international conventions, constitutes a broad legal framework that governs the carrier's responsibilities in Indonesian shipping. This framework helps ensure that shippers and carriers are aware of their rights and responsibilities, thereby promoting a fair and efficient trading environment. Additionally, this framework aims to provide consumer protection while facilitating the growth of the maritime sector. Robust and adaptable policies are crucial for tackling current challenges in the shipping industry and technological progress. We suggest that we need continuous research to assess the impact of regulations on operational practices and ensure compliance with international standards. This alignment seeks to improve the integrity of maritime operations and cultivate trust among stakeholders, including consumers and governments. As the industry advances, it is essential to continually revise this framework to address emerging risks and foster sustainable practices.

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