

Gojek Indonesia's Responsibility to Consumers Using Online Transportation Services

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Abstract

Each country strives to achieve what is the goal of the Nation and State which for Indonesia is stated in the 4th paragraph of the 1945 Constitution, namely to achieve public welfare, one way is to improve transportation facilities, this is very important to support the activities of the daily community. . This research is socio-juridical, looking at how an existing legal regulation is applied in society. Data collection was carried out by means of observation, interviews and questionnaires consisting of online motorcycle taxi drivers and office staff of online motorcycle taxi institutions and consumers. From the results of the research that the legal relationship between online motorcycle taxi drivers is only a partnership relationship and also as a liaison between partners and consumers, however the partnership relationship is made with a separate role and it is written that the partner frees PT Paket Global Semesta in criminal and civil lawsuits, because each agreement it must comply with Article 1320. Based on the provisions of the law that online motorcycle taxi drivers are not appropriate as partners because this is only an individual and in the standard agreement entered into by PT. Paket Global Semesta which regulates the rights and obligations of both parties, in fact it provides more benefits than the producer and as if the entrepreneur is transferring the risk to the partner, this is still a dilemma about the legal consequences that will occur in the implementation of all activities offered by producers to consumers, there are still many discrepancies.

Keywords

responsibility; online motorcycle taxi; consumers; transport



I. Introduction

In the context of societal progress and technological advances which in the 4.0 era were very influential in the economic sector which created a creative economy that gave rise to both products and their distribution to society based on online.

So that what consumers need to meet their needs at this time they have seen more sources of information from online, even advertisements for a product that is currently popular is done through social media.: facebook, Instagram, twitter, path.

Online motorcycle taxis are very supportive of their presence according to the circumstances and situation of the Indonesian people who are hit by Covid 19 and even the world, which will reduce communication by keeping a distance and everything is done online and work from home, like it or not, its presence is in sight, you have to learn immediately Previously, the community carried out all activities face-to-face with an all-online presence. They had to find out the form and use of this online motorcycle taxi because it is an effective transportation both in terms of time and travel speed for consumers to use it.

In fact, this is something that parents are very afraid of if their children play computers or anything related to online because there are positive and negative sides, which have a bad influence on the mentality and development of children, but with the world situation at that time, you have to be able to force it, even children who are still in kindergarten are smart because teaching from schools is carried out online even today.

Also, in using online motorcycle taxis, we only use applications that are already available, we can carry out legal relations transactions with Gojek Online, drivers and consumers. So that the effect is clearly visible in the community that conventional transportation is no longer sufficient because there are fixed routes that must be passed and stations that must be reached and take quite a long time and avoid haggling over transport prices because in online motorcycle taxis the price of transportation has fallen.

In every legal relationship, all parties want their rights and obligations to be carried out properly, so that any consumers who use the product of an item really need legal protection so that consumers feel comfortable using it, in Article 1 of the Consumer Law No. 8 of 1999 that consumer protection is all efforts that guarantee legal certainty to provide protection to consumers.

This certainly illustrates the existence of a business and ethical relationship, where there is a strong correlation between entrepreneurs who aim to get profit and consumers who otherwise need satisfaction with the products offered by entrepreneurs. Article 26 of the Consumer Law clearly stipulates that business actors who trade services must fulfill the guarantees and guarantees that have been agreed upon or agreed upon.

In this regard, the use of online motorcycle taxi services, which in practice must provide or guarantee the security and safety of online motorcycle taxi users. Article 16 of the Consumer Law stipulates that every business actor engaged in the service sector is prohibited from:

- a. Business actors do not keep orders according to what was promised
- b. Business actors do not keep promises for a service or achievement.

In its regulations, the Consumer Law No. 8 of 1999 has actually accommodated all the problems that arise in the sale of services carried out online, but from a practical point of view it has not provided legal certainty for the community. It has been proven that there are still many cases where items deposited using online motorcycle taxis do not reach the intended person.

This has led to legal uncertainty in society, even though it is known that the birth of online transactions both in transportation and so on has provided many conveniences for the community, especially in terms of using online motorcycle taxis which have received quite a lot of enthusiasm from the public.

II. Research Methods

This research is a sociological normative research with the aim of knowing and analyzing the implementation of legal arrangements carried out by online transportation service providers, especially regarding legal protection for consumers, the descriptive nature of this research analysis describes all the symptoms and facts whose population consists of consumers, motorcycle taxi drivers and distribution administrators, whose data collection was carried out by means of interviews, questionnaires, and observations. After all the data was collected, it was analyzed based on qualitative analysis so as to provide an actual picture of whether the positive legal regulations stipulated by the government could

be implemented properly or whether there were other forms of revenge carried out by online motorcycle taxi entrepreneurs with their partners.

III. Results and Discussion

Gojek Indonesia is the first name for online gojek, with the passage of time and development progress in society, this online gojek has become PT Goto (Gojek Toko Pedia Tbk), meaning that there has been a merger between Indonesian gojek and the Pedia shop company so that this company is getting fatter until now. During the process of PT. Goto's establishment, they sold their shares at a low price so that many people were interested in buying them, but here, in fact, the economic principle applies, the more demand, the lower the share price, so the price of gojek shares plummets.

Online motorcycle taxis are a means of transportation used by the public who are enthusiastic about the community because they are considered capable of meeting the needs of the community on roads that were not accessible by public buses before, and their use is really effective and efficient both in terms of time, online motorcycle taxis are implemented in a timely manner using an application that has been prepared by Gojek Indonesia

A consumer is any person who uses goods or services available in society for the benefit of himself, his family or other people or other living things that are not for trading. So consumers are passengers of online transportation facilities available in application services which are applications for ordering transportation services.

The Ojek Online Company is a PT Aplikasi Karya Anak Bangsa (AKAB), this is in accordance with what has been stipulated in Government Regulation No. 80 of 2019 concerning Trading through Electronic Systems (PMSE), saying business actors are any or business entity in the form of a legal entity or those who are not legal entities can be in the form of domestic business actors and foreign business actors and carry out business in the PMSE sector. This means that Gojek Indonesia is one of the application provider companies and application providers in Indonesia in the form of a legal entity and subject to Law No. 40 of 2007 concerning Limited Liability Companies operating in Indonesia.

If you pay attention, it means that online motorcycle taxi drivers are entrepreneurs because they run online motorcycle taxi business transportation services where each party has rights and obligations and online motorcycle taxi entrepreneurs as application providers are distributors because in a general policy that applies within the company it is determined that: we are not a transportation company, postal, logistics delivery services and this company does not provide services to couriers, postal, delivery and logistics services in this case all the services mentioned above will be provided by other parties and are not accepted in this company because this company is a technology company. For this reason, transactions are carried out online. So Gojek is a provider as well as an application provider and a liaison with consumers.

Based on the provisions above, it is certain that Indonesian gojek must remain responsible for accidents in the use of gojek transportation in accordance with what is regulated in Permenhub No. 118 of 2018 Article 28 letters b and c saying that application companies must prioritize safety and security for online motorcycle taxi users, although from a practical point of view, according to the results of observations in the field, this is not in accordance with what is required by law.

Gojek Indonesia is not only a provider and organizer but also a liaison between online motorcycle taxi drivers and partners and consumers or as application users.

If the ojek driver is seen as a partner for the AKAB Company, actually the meaning of the partner is not quite right because in a partnership relationship there are regulations regarding 1. Regulations from the plasma nucleus 2. Regarding franchising 3. Sub-contract regulations 4. Distribution and agency and general trading or at this time, for example: sources of output (outsourcing) Joint Venture and operational cooperation.

The partnership contained in this online motorcycle taxi relationship is a general trade pattern partnership in accordance with what is stated in Article 30 (1) of the MSME Law, saying that in the implementation of partnerships in trade, it can only be in the form of marketing cooperation, providing business locations or receiving supplies from micro, small, medium businesses by large businesses that are carried out openly.

This means that the position of a motorcycle taxi driver is included in the form of cooperation in the field of marketing in the form of services performed by motorcycle taxi drivers. The implementation is carried out online based on Per Pem (government regulation) No. 71 of 2019 concerning the implementation of electronic systems and transactions is a series of devices and procedures that function to collect and process, send or disseminate electronic information, while electronic contracts are agreements entered into by parties with electronic systems.

In the implementation of a creative economy in the field of transportation, it is also possible for defaults to occur because every legal relationship is closely related to achievements and defaults.

The online motorcycle taxi agreement provides separate clauses in running a business through its partners, especially regarding the possibility of default in the implementation of the agreement, namely between partners and online motorcycle taxi consumers, partners limit their responsibility only in the form of losses and delays, beyond that the partner is not responsible.

The limited responsibility is only in the field of service applications which include goods pick-up (Go Send), food pick-up (Go-Food) and passenger pick-up. This shows that consumers have made two forms of agreements, namely a. transport agreement b. application usage agreement.

In the process of using it, consumers must first download applications such as what is offered on smartphones and consumers fill in personal data to be able to use the Gojek application, it is considered that there is a legal relationship between consumers and Gojek companies that are carried out online. So that when a consumer orders an online motorcycle taxi in accordance with the application, it means that an agreement has been formed.

If you pay attention to the difference between online gojek and conventional transportation, on online gojek, if there is an agreement, the online motorcycle taxi driver comes to the consumer's pick-up point and the price is listed and paid directly or by paying non-cash using (OVO link only).

There are several types of online ojek transportation, for example Go-Jek, Uber, Blu-Jek, Grab Bike, Syar'i Ojek, Bang Ojek Aja ordering via mobile phone application or made with the website.

The formation of this online motorcycle taxi is based on

- a. Article 137 of the LLAJR Law states that the transportation of people using vehicles motor vehicles such as motorcycles, passenger cars, or buses.
- b. Government Regulation no. 74 Years 2014 concerning Road Transportation that motorcycles is a motorized vehicle capable of transporting people and/or goods. (article 3 (1) (2))

- c. Ministerial regulation Transportation of the Republic of Indonesia No. 108 of 2017 concerning Organizing the Transport of People with Motorized Vehicles General Not in Route states that scope the arrangements in this Ministerial Regulation cover implementation Transportation of People with Public Motorized Vehicles Not in Routes with information technology-based applications.
- d. Also in Permenhub No. 12 of 2019 Protection for the Safety of Motorcycle Users that are used for the benefit of the community, which means that motorbikes can be used for the benefit of the community and meet security, safety, regularity, affordability.

Gojek Indonesia (PT. Application of the Nation's Children) is the owner and manager of the online gojek application and must be responsible for all the features it offers so that both Gojek partners, so that consumers can file a lawsuit in the event of default and default.

Regarding the legal relationship between consumers and gojek partners, the Consumer Law No. 8 of 1999 regulates:

1. Business actors who trade services are required to fulfill the guarantees or guarantees that have been agreed or agreed upon
2. That to prove whether there is an element of error in a claim for compensation is the burden or responsibility of the business actor.

Based on the provisions of the Consumer Law above, it is appropriate for the Gojek Indonesia Company to be responsible for all online transportation service activities that are offered to consumers as users of the online motorcycle taxi application and drivers as partners of Gojek Indonesia.

However, it should be noted that in legal regulations there is what is called *lex specialis derogate lex generalis* (special regulations can overrule general regulations) in this case the legal relationship between Gojek Indonesia and the ojek driver/partner, which is clearly regulated in the Partnership Agreement using the GoJek application.

That, the partners hereby release the responsibility of PT Paket Global Semesta (PGS) from all kinds of claims and other legal actions both for criminal and civil lawsuits experienced by partners in any form related to services offered or carried out by partner based on the existing partnership application in the agreement.

Based on research in the field related to the use of the motorcycle taxi application, there is no responsibility from Gojek Indonesia in www.gojek.com either towards consumers or motorcycle taxi driver partners.

In the community, a survey was conducted that Gojek is an online motorcycle taxi which is in great demand by Indonesian people as much as 82% of respondents use Gojek Tokopedia Tbk although there are still other applications owned by respondents.

Besides that, it was followed by online motorcycle taxi services from Grab as much as 57.3% and 19.60 respondents using the maxim online motorcycle taxi application and consumers using the In Drive application as much as 4.90%.

If explored further, especially in the use of the go-jek application, there are our words, if we pay attention to Article 1 General Provisions for Ojek Application Users that we are PT Aplikasi Karya Anak Bangsa, which means who is responsible for consumers and partners or third parties for everything that could it appear in the use of the motorcycle taxi application?

Based on the interview results, it is true that the owner of the Indonesian Ojek application is not responsible for any legal consequences that occur in the legal relationship between partners and consumers and partners and Indonesian Ojeks.

It is certain that this is contrary to the regulation of the Minister of Transportation No. 19 of 2019 concerning Safety Protection for Motorcycle Users that are used for the benefit of society. Article 15 regulates:

- a. The legal relationship between the application company and the driver is a partnership relationship
- b. Regarding the arrangement of partnership relations, it will be regulated in accordance with statutory provisions.

However, the Minister of Transportation Regulation in article 16 states that:

- (1) Community protection in the service of motorbike users for the benefit of society is given to passengers and drivers.
- (2) Protection for passengers at least includes:
 - a. Safety and security
 - b. Comfort
 - c. Guaranteed service
 - d. Complaint service for solving passenger problems
 - e. Certainty of service fees in accordance with the agreement or what is stated in the application
 - f. Guaranteed compensation in the event of an accident.
- (3) What regulates the legal protection of drivers at least:
 - a. Driver complaint and problem solving service
 - b. Registration is done face to face
 - c. Criteria for imposing temporary operational suspension (suspend) and breaking up with partners
 - d. Right of rebuttal
 - e. Reactivation
 - f. Guaranteed compensation in the event of an accident
 - g. Obtain employment social security protection and health social security in accordance with statutory provisions.

However, by looking at the provisions of the Permenhub, until now it is clear that the legal responsibility for Gojek Indonesia is not clear and it seems as if this company wants to transfer responsibility to partners and consumers.

Consumer protection in the economic sector which regulates all rights and obligations of consumers and producers is clearly regulated in Consumer Law No. 8 of 1999.

However, in terms of the reality that lives in society, especially legal protection for consumers who use online motorcycle taxi products, it does not provide legal certainty.

This is due to the fact that the legal relationship between online service drivers only has a partnership relationship with Indonesian gojek entrepreneurs who function to connect drivers and consumers as users whose legal consequences are online motorcycle taxi consumers cannot sue Gojek Indonesia in the event of a breach of contract or onrect death.

Based on the fact that there are often cases where people use online motorcycle taxis by delivering some goods or food that does not reach the person concerned, so that consumers feel disadvantaged who is responsible? if connected with Law No. 8 of 1999 concerning Consumer Protection in Article 4 (h) and (g) it is stated explicitly that consumers have the right to obtain compensation or compensation if the mistake is made by an online motorcycle taxi driver, but the compensation is does not release the responsibility of online Gojek drivers for their criminal actions resulting in consumers causing losses, disabilities and even death.

However, the results of observations in the field show that consumers are not successful in getting what kind of compensation has been determined by law because there are many stages that consumers must go through in asking for accountability to the association of motorcycle taxi drivers so that consumers feel bored because the bureaucracy is very convoluted and don't care about it anymore.

IV. Conclusion

1. PT. Goto is not responsible for losses suffered by consumers in using motorcycle taxis as transportation
2. The agreement made between the partners is in a very different form as it should be which is common because it is clearly stated in the contract article that it releases the responsibility of the PT Goto company.
3. Partners also limit their responsibility to consumers only in the field of service.

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