

Protection of Consumer Rights on Go-Send Services for Goods That Do Not Understand Based on Law Number 8 of 1999 Concerning Consumer Protection (Example Case Between Gojek Drivers With Consumers in 2019)

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ABSTRACT

In this modern era, technological developments are growing more rapidly and include freight forwarding services that are increasingly advanced because everything is easily accessible online. Goods delivery services including trade which have customers or consumers, in Indonesia consumers are protected by Law Number 8 of 1999 concerning Protection Consumers to strengthen balance justice, consumer safety and security as well as legal certainty. However, this Go-Send service customer is in a weak position because the customer when going to use the service must agree to the conditions determined by PT Gojek. In this case the driver has sold goods to be sent to a customer. How is the protection of consumer rights for Go-Send services for goods that do not arrive based on Law Number 8 of 1999 concerning Consumer Protection (Example of cases between Gojek drivers and consumers in 2019).

Keywords: Responsibility, Consumer Protection, freight forwardings

1. INTRODUCTION

In this modern era, the development of the world in various fields is very fast in all countries without exception Indonesia, one of those developments is in the field of trade. The development of trade became a very fast and flexible movement of goods and people. In Indonesia, the role of transportation or delivery of goods is very important to fulfill the interests of entrepreneurs where the carrier binds himself to carry out the transportation of goods and/or people from one place to a certain destination safely while the consumer or the sender binds himself to pay for transportation services.) The problem at this time is how to promote good, practical, cheap and can be used by the whole community to meet their needs by adjusting both price and quality of service so that it is easier for people to deliver goods.) delivery of goods is something that is often done by the community[1]. Delivery of goods is also carried out by utilizing the goods delivery service provided by the service provider company. The delivery that is currently often carried out by the public is through the online feature of a company that provides this service and we can easily access it via our mobile phones every day. of course we can not

forget to bring it. The increasing need for freight forwarding services in Indonesia in 2015 along with the development of progress in the field of delivery services, there has been a service called Go-Jek which is under the auspices of a company called PT Gojek Indonesia, because Go-Jek is a service that is engaged in transportation and delivery of goods, then Gojek serves people transportation services and delivery of goods as well as food delivery orders. So overall on the Gojek application there are four services, including Go Send, which is a delivery service that will deliver goods from customers to their destination in accordance with the orders given by Go. ride is a service that takes customers from one place to another, Go-Food, which is a food delivery service with thousands of restaurants registered on the gojek application, Go mart, which is a shopping service to buy various items available., Go-Shop, which is a shopping service that makes it easy for customers to buy goods or food in stores that are not registered with Go-Food and Go-Mart services in the same area[2]. Go-Med, which is a service for customers who want to buy drugs, vitamins and other health needs at licensed pharmacies that are already available on Go-Med services. In running a business in the field of transportation and delivery services, of course Gojek cooperates with a transportation vehicle driver or also called a driver, Gojek enters into a partnership agreement with the drivers to provide the services provided. and delivery of

goods serves as a liaison between drivers and consumers who use this service.) Gojek's activity is to run and develop technology to connect service providers and service users. PT Gojek Indonesia does not have a transportation fleet to carry out transportation services or delivery of goods as stated in the agreement, namely "partners are parties who carry out transportation of goods and/or people, orders for goods that have been ordered by consumers, or other services. through applications using two-wheeled motorized vehicles owned by partners "So that Gojek drivers who have made this partnership agreement are included as one of PT Gojek Indonesia's consumers in finding customers, therefore Gojek is not a transportation company or courier company.) Partnership seen from the etymological perspective is adapted from the word partnership, and comes from the root word partner. Partner can be translated "partner, soul mate, ally, or campaigner". The meaning of partnership which is translated into partnership or partnership.) Partnership is a business strategy carried out by two or more parties within a certain period of time to achieve mutual benefits with the principle of mutual need and mutual support. As a partner and consumer, in the agreement that has been approved if you have become a partner there is a section that states, partners must comply with all traffic regulations and partners are prohibited from committing immoral acts, persecution, insults, fraud or threats to third parties, whether consumers, other partners. or other third parties[3]. One of the useful uses of Go-Jek is the delivery service, namely Go-send, because now there are many entrepreneurs who will send goods to buyers without having to come to the store and goods can arrive in a matter of hours not until the next day. Goods delivery services also include trade which has customers or consumers, in Indonesia consumers are protected by Law Number 8 of 1999 concerning Consumer Protection in order to strengthen balance justice, consumer security and safety as well as legal certainty[4]. However, this Go-Send service customer is in a weak position because the customer is going to use the service must agree to the conditions determined by PT Gojek. Therefore, consumers in this case must be protected according to the principles of security and safety to consumers in the use and utilization of goods or services in this case regulated in Law Number 8 of 1999 concerning Consumer Protection, hereinafter referred to as the Consumer Protection Act. As in the case that I found a consumer named Zainal, a Go-send service user who wanted to buy two mobile phones from Dzikri Anugrah, a gadget sales gallery seller at Blok M Plaza, South Jakarta. When Zainal decided to use the Go-send service from Gojek to pick up the cellphone that was purchased and delivered to the house after the goods were given to the Go-send driver, this driver was also photographed for proof that the goods to be sent were already in the hands of the driver, after a while waiting for Zainal to not receive the cellphone he ordered to his residence in rawa belong, west jakarta, not long ago, Dzikri anugrah, a salesman who sold the cellphone, received

news from a fellow cellphone sales friend in Blok M Square that someone was going to sell a new cellphone. After checking that the cellphone contained the number of the outlet where the cellphone came from, Dzikri immediately urged his colleague to arrest a driver with the initials AR who wanted to sell the cellphone and the driver was forced to be detained by security. It has been determined that a business actor is obliged to provide compensation for the use of the services he provides. In this regard, the lack of accountability that occurs is an obstacle in enforcing the law and providing access to the community to achieve justice. Where matters relating to consumer protection are regulated in Article 1 Paragraph (2) of Law Number 8 of 1999 concerning Consumer Protection. that Consumers are "everyone who uses goods and/or services available in the community, whether for the benefit of oneself, family, other people, or other living creatures and not for trading" as well as in Articles 4 and 5 which contain the rights and obligations of consumers and vice versa in articles 6 and 7 which contain the rights and obligations of business actors in Law Number 8 of 1999 concerning Consumer Protection. "The law of consumer protection is part of consumer law," according to Az's explanation. Nasution Furthermore, the whole of the principles and rules governing the relationship as well as the problem of providing and using products between providers and users in social life is the definition of consumer law[5].

1.1. Related Work

Based on the above background, the author is interested in studying further in a thesis proposal entitled protection of consumer rights for Go-Send services for goods that do not arrive based on Law Number 8 of 1999 concerning Protection of Consumers.

1.1.1. How is the protection of consumer rights for Go-Send services for goods that do not arrive based on Law Number 8 of 1999 concerning Consumer Protection (Example of cases between Gojek drivers and consumers in 2019)?

In order to protect consumers in Indonesia from things that can cause harm to consumers, on April 20, 1999 the Government has enacted Law Number 8 of 1999 concerning Consumer Protection (UUPK). The Consumer Protection Act is intended to be a strong legal basis for the government and non-governmental consumer protection agencies to make efforts to empower consumers through consumer development and education. The consumer protection law that applies in Indonesia has a legal basis that has been set by the government[6]. With a definite legal basis, the protection of consumer rights can be carried out with full optimism. The

regulation on consumer protection law has been regulated in Law no. 813 of 1999 concerning Consumer Protection. Based on Article 1 point 1 UUPK it is stated that, "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers". According to Happy Sutanto, "legal certainty to provide protection to consumers in the form of protection of consumer rights, which is strengthened through special laws, gives hope that business actors do not act arbitrarily which always harms consumer rights. The problem of consumer protection in Indonesia only started in 1970 . this was marked by the birth of the Consumers' Foundation (YLK) in May 1973. The establishment of this foundation was due to the introspection of the public as consumers towards promotions to facilitate domestic goods. At the insistence of the community, this promotional activity must be balanced with supervisory measures so that the community is not harmed and the quality is guaranteed. The people's desire and pressure to protect themselves from inferior goods has spurred them to seriously think about efforts to protect consumers, and start a movement to realize these ideals. Consumers As users/users of goods or services, consumers can be grouped into 2 groups, namely: first, namely consumers who buy goods/services to be reprocessed and then traded. The second is consumers who use goods/services to meet their own needs (for non-commercial purposes). The first aspect covers the issue of goods or services produced and traded. This aspect is included in the scope of product responsibility, namely the responsibility that is imposed on business actors. Because the goods delivered to consumers contain defects in them, causing consumer losses, for example, because the manager of a place provided by business actors for trading is not in accordance with the safety and comfort of consumers. Thus product liability is closely related to the issue of compensation. On the other hand, the second aspect covers the way consumers obtain goods or services, which are grouped in the scope of standard contracts that question the terms of the agreement imposed by business actors to consumers when consumers want to get the goods or services they need. Based on the explanation in the Consumer Protection Act, the first group can be categorized as intermediate consumers.

It is said to be an intermediate consumer because these consumers use or use goods/services to continue the production process into other products and then the products will be resold to the public. While the second group is defined as the final consumer, said to be the final consumer because these consumers are the end users or beneficiaries of a product or service. Furthermore, in accordance with the description above, thus the definition of consumer in the Consumer Protection Act is "the final consumer who uses goods/services products". Consumer protection is a very important thing. But sometimes it is still often

underestimated by business actors. Whereas consumer protection itself has been regulated in the Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection the Responsibilities of Drivers Against PT Gojek Who Have Violated the Agreement Against Consumers Using Go-Send Services Based on Positive Laws in Indonesia. Legal Responsibilities of Business Actors, in Law Number 8 of 1999 concerning Consumer Protection Articles 19 to 28 have regulated the responsibilities of business [7]. Consumer protection is an effort to ensure legal certainty to provide protection to consumers. In meeting the needs of the desired goods and services, it can cause an imbalance in the position between consumers and business actors. With the empowerment of consumers through laws whose purpose is to protect the interests of consumers and not to kill business actors. In every person or business entity, in the form of a legal entity or not a legal entity that has been established and domiciled or carrying out activities within a legal territory located in the Republic of Indonesia.

According to him, regarding the case of the responsibility of PT Gojek's management to partners who violate the agreement, because he gave advice that PT Gojek's managers carry out their services in accordance with the rights obligations that have been regulated in the cooperation agreement. PT Gojek Indonesia in this case as a provider of goods delivery services through the Gosend application service in this case, namely the delivery of goods through the Gosend application service. From the written Partnership Agreement between the Partner/Driver and PT Go-Jek Indonesia, it can be seen that the rights and obligations between the partner/driver and PT Go-Jek are as follows:

1. Obligations of PT Gojek Indonesiaa

- a. PT. Gojek Indonesia is obliged to lend 2 (two) jackets and 2 (two) Gojek helmets;
- b. PT. Gojek Indonesiaa is obliged to provide work tools to Partners/Drivers in the form of an android phone which must be paid in installments for 25 (twenty five) weeks with weekly installments of IDR 20,000 (twenty thousand rupiah)
- c. PT. Gojek Indonesia must lend 2 jackets and 2 helmets with the Gojek logo on it
- d. PT Gojek Indonesia is required to provide an Android-based cellphone where the payment can be paid in installments for 25 months with weekly

installments of IDR 20,000 (twenty thousand rupiah)

2. PT Gojek Indonesia's rights

a. PT. Gojek Indonesia has the right to confidentiality that exists within the company and partners/drivers are obliged to maintain the confidentiality of the company as long as they are drivers/partners of PT Gojek Indonesia;

b. PT. Gojek Indonesia is entitled to 20% in profit sharing on every payment made by service users/consumers to Go-Jek partners/drivers.

PT. Gojek Indonesia also does not have the characteristics of a Public Transportation Company in accordance with Law Number 22 of 2009 concerning Road Traffic and Transportation (LLAJ) and Government Regulation Number 74 of 2014 concerning Road Transportation, namely: have a trading license, with a business license in the transportation sector PT Gojek

Indonesia does not have it. The buying and selling scheme that occurs through application technology is divided into two channels, namely:

a. Direct Transactions: Consumers directly order goods from business actors who provide them through application technology, then the goods are provided directly from the provider.

b. Transactions through liaison: Ordering goods from business actors who provide liaison services such as; taxi bookings in collaboration with the Grabtaxi company, hotel reservations in collaboration with travelokas, agoda, tiket.com, pegi-peggi.

Both of these paths, the Gojek application is included in the transaction path through the liaison.

3. Driver Partners The type of partner business itself is divided into eight (8), namely:

a. Go-Send, goods pick-up service with a time of 90 minutes.

b. Go-Ride, a service that takes passengers from one location to the destination.

c. Go-Mart, a service where drivers buy groceries from certain stores such as pharmacies, supermarkets.

d. Go-food, food delivery service.

e. Go Clean, home cleaning services.

f. Go Massage, traditional massage services or scrub services.

g. Go Glam, beauty services called home

h. GoBox, a large number of goods delivery services, such as transporting cars, motorbikes, or moving houses

1.1.2. Consumer Protection Driver Responsibilities Towards PT Gojek That Has Violated the Agreement Against Consumers Using Go-Send Services Based on Positive Laws in Indonesia

Legal Responsibilities of Business Actors, in Law Number 8 of 1999 concerning Consumer Protection Articles 19 to 28 have regulated the responsibilities of business actors. The legal responsibilities of business actors have several bases, namely:

1. Responsibility Based on Mistakes

Legal liability in Indonesia is based on normative provisions regarding acts against or violating the law derived from civil law in the Netherlands. There are two terms in Indonesian to interpret the Dutch term *onrechtmatigedaad* law, namely against the law and breaking the law. The term unlawful act is used within the scope of civil law; while the term unlawful act is used in the scope of public law such as criminal law, constitutional law, state administrative law and also customary law. The purpose is so that the violator of the law can be held accountable under certain conditions[8]. Civil law regulates unlawful acts, namely Article 1365 of the Civil Code which stipulates: "Every unlawful act that brings harm to another person, requires the person who because of his fault published the loss, compensates the loss in the form of:

- a. Compensation for losses in the form of money;
- b. Compensation for losses in natural form or returned in its original condition;
- c. A statement that the act is against the law;
- d. Prohibition of certain actions;
- e. Eliminate something that is held against the law;

The background with the emergence of strict liability is to be used as an alternative solution to the need to ask for legal accountability based on the fault of business actors, so that strict liability is defined as the responsibility for mistakes.

Announcement of the decision of the improved system.

2. Direct Responsibility

The background with the emergence of strict liability is to be used as an alternative solution to the need to ask for legal accountability based on the fault of business actors, so that strict liability is defined as the responsibility for mistakes.

3. Product Responsibility

Product liability is the responsibility of the producers for products that have been brought into circulation that cause or cause losses due to defects inherent in the product.

4. Professional Responsibilities

One type of responsibility that is rarely discussed in the literature is professional responsibility (professional liability), this responsibility is very relevant to the field or service sector based on services and expertise. Therefore, the provisions of the Consumer Protection Law regulate it, although it does not specifically mention professional responsibility, but by understanding the meaning stipulated in the provisions of the articles it can be concluded that professional responsibility is recognized and accepted in the consumer protection law.

5. Contract Responsibilities

According to literature and legal references, it is always stated that a contract is an agreement in written form. An agreement or contract is an agreement in written form. Agreements or contracts that can be made freely as long as they are based on an agreement. Therefore, they are given the freedom to make agreements as long as they do not violate the law, custom, propriety and decency.

6. Guarantee

The guarantor of products in the form of electronic goods, such as cell phones or cellphones (hand phones, mobile phones), business actors provide after sales service facilities by providing guarantees or guarantees to make repairs if there is damage. Associated with the formulation of the problem above, the author also argues that direct responsibility is part of the responsibility of business actors for consumer losses without having to prove whether or not there is an error on their part and responsibility according to article 19 of law number 8 of 1999 concerning consumer protection which reads:

1. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded.

2. The compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of a similar or equivalent value, or health care and/or the provision of compensation in accordance with the provisions of the applicable laws and regulations.

1.2. Our Contribution

Based on the background and problem formulation described above, the objectives to be achieved in this research are to find out the factors that cause gojek drivers to lost or stole the package that need to arrived to consumer properly.

1.3. Paper Structure

This paper structure are using research method to collect data, manage data, and conclude from data according to the problem to be studied by the author. This legal research is to study the symptoms of a particular law, either one or more of

its symptoms. This legal research is carried out with a series of scientific activities based on methods, systematics, and a certain thought. The research method used by the author in the study is as follows: Type of Research. The type of research in this legal research is normative research. The definition of normative research is research that provides a systematic explanation of the rules governing a certain legal category, as well as analyzes of a relationship between regulations that describe areas of difficulty and may predict future development. And also Legal Resources and Materials In this paper.

1. Nature of Research

The nature of the research conducted in this legal research is descriptive analysis. According to Soerjono Soekanto, descriptive research is a research that is intended to provide data that is as accurate as possible about humans, circumstances, or other symptoms. The author will examine consumer protection for Go-Send services for goods that do not arrive based on Law Number 8 of 1999 concerning Consumer Protection (an example of a case between Gojek drivers and consumers in 2019)

2. Data type

The type of data used in this study is secondary legal materials, namely using library materials which can be in the form of documents, books, reports, archives, and literature related to the problem under study. In normative legal research, library materials are basic materials which in research science are generally called secondary legal materials. Sources of secondary legal materials that will be used in this research include

a. Primary legal materials, namely binding legal materials, and consist of:

- 1) Civil Code;
- 2) Law Number 8 of 1999 concerning Consumer Protection;
- 3) Law Number 11 of 2008 concerning Information and Electronic Transactions.

b. Secondary legal materials, which provide an explanation of primary legal materials, such as draft laws, works from

legal circles, research results. Against consumer protection for Go-Send services for goods that do not arrive based on Law Number 8 of 1999 concerning Consumer Protection.

c. Tertiary legal materials, namely materials that provide instructions or explanations for primary and secondary legal materials; the example is; dictionaries, encyclopedias, cumulative indexes, and so on.

3. Data Collection Techniques

To obtain primary legal materials and secondary legal materials, library research will be conducted, which will then be collected based on the problem topics formulated and classified according to sources and hierarchies for comprehensive review. Legal materials related to the issues discussed are then presented, estimated, then analyzed to interpret the applicable law and its effectiveness in the case under investigation, namely the loss of goods belonging to consumers using go-send services.

4. Data Analysis Techniques

The data analysis used is qualitative analysis, which describes and interprets the data in the form of good and correct sentences to obtain short answers that are formulated deductively. Based on qualitative data analysis, the results of this study will be described in the form of sentences that are arranged systematicall legal materials obtained from the results of a review ofdecisions or a review of literature or library materials related to a problem or a material from research which is often called legal material.

2. BACKGROUND

2.1. Legal Protection

A. Legal Certainty Theory

Certainty is a matter (state) that is certain, provisions or stipulations. The law must essentially be certain and fair. It must be a code of conduct and fairness because the code of conduct must support an order that is considered reasonable. only because it is fair and carried out with certainty the law can carry out its functions. Legal certainty is a question that can only be answered normatively, not sociologically. According to Kelsen, law is a system of norms. Norms are

statements that emphasize aspects of "should" or *das sollen*, by including some rules about what must be done. Norms are the product of deliberative human action. Laws containing general rules serve as guidelines for individuals to behave in society, both in relation to fellow individuals and in relation to society. These rules become limitations for society in burdening or taking action against individuals. The existence of these rules and the implementation of these rules create certainty. Normative legal certainty is when a regulation is made and promulgated with certainty because it regulates clearly and logically. It is clear in the sense that it does not cause doubt (multi-interpretation) and is logical.

Obviously in law. Normative legal certainty is when a regulation is made and promulgated with certainty because it regulates clearly and logically. It is clear in the sense that it does not cause doubt (multi-interpretation) and is logical. It is clear in the sense that it becomes a norm system with other norms so that it does not clash or cause norm conflicts. Legal certainty refers to the application of a clear, permanent, consistent and consequent law whose implementation cannot be influenced by subjective circumstances. Certainty and justice are not merely moral demands, but factually characterize the law. An uncertain and unjust law is not just a bad law.

According to Utrecht, legal certainty contains two meanings, namely first, the existence of general rules to make individuals know what actions may or may not be done, and second, in the form of legal security for individuals from government arbitrariness because with the existence of general rules, individuals can know what the State may charge or do to individuals. This teaching of legal certainty comes from Juridical-Dogmatic teachings which are based on the positivist school of thought in the legal world, which tends to see law as something autonomous, independent, because for adherents of this thought, law is nothing but a collection of rules. For adherents of this school, the purpose of law is nothing but guaranteeing the realization of legal certainty. Legal certainty is realized by law with its nature which only makes a general rule of law. The general nature of the rule of law proves that the law does not aim to achieve justice or benefit, but solely for certainty.

Regarding the understanding of law, according to E. Utrecht as quoted by Yulies Tiena Masriani, "law is a set of guidelines for life that regulates the order in a society and should be obeyed by members of the community concerned, because violations of these guidelines can lead to actions from the government of that society. " Furthermore, Immanuel Kant's opinion is quoted as interpreting law as "all the conditions under which the free will of one person can conform to the free will of another, obeying the rule of law

concerning freedom". From the opinions of the scholars quoted above, it can be seen that the law is essentially a rule or norm that regulates people's behavior in social life accompanied by legal sanctions for violations of the relevant norms. The theory of legal certainty contains two meanings, namely: The existence of general rules that make individuals know what actions are allowed and what cannot be done; Legal certainty for individuals from government arbitrariness because with the existence of general legal rules, individuals can find out what the State may charge or do to individuals

2.2. Responsibility

Responsibility is a sense attached to each individual subject of law where an individual is responsible for his own violations; In this theory there are two terms that refer to responsibility, namely liability (the state of being liable) and responsibility (the state or fact of being responsible). Liability is a broad legal term (a board legal term), which among other things implies that liability refers to the most comprehensive meaning, covering almost every character of risk or responsibility, which is certain, dependent or possible. Liability is defined to designate all the characteristics of rights and obligations. In addition, liability is also a condition of being subject to actual or potential obligations. the condition of being responsible for actual or possible things such as losses, threats, crimes, costs, or burdens; conditions that create a duty to implement the law immediately or in the future [9]. Responsibility means something that can be accounted for by an obligation, and includes decisions, skills, abilities, and skills. Responsibility also means, the obligation to be responsible for the laws that are implemented, and to repair or otherwise compensate for any damage that has been caused. In addition, there are other opinions about the principle of responsibility in law, which is divided into three namely accountability, responsibility, and liability. Understanding[10].

Legal Responsibility, there are three kinds of legal responsibility, namely legal responsibility in the sense of accountability, responsibility, and liability. Responsibility in the sense of accountability is legal responsibility in relation to finance, for example accountants must be responsible for the results of the bookkeeping, while responsibility is the responsibility to bear the burden. Responsibility in the sense of liability is the obligation to bear the losses suffered. Responsibility in the sense of responsibility is also defined as a moral attitude to carry out its obligations, while responsibility in the sense of liability is a legal attitude to account for violations of its obligations or violations of the rights of other parties.

2.3. Consumer Protection

Copyright In order to protect consumers in Indonesia from things that can cause harm to consumers, on April 20, 1999 the Government has enacted Law Number 8 of 1999 concerning Consumer Protection (UUPK). The Consumer Protection Act is intended to be a strong legal basis for the government and non-governmental consumer protection agencies to make efforts to empower consumers through consumer development and education. The consumer protection law that applies in Indonesia has a legal basis that has been set by the government. With a definite legal basis, the protection of consumer rights can be carried out with full optimism. The regulation on consumer protection law has been regulated in Law no. 813 of 1999 concerning Consumer Protection. Based on Article 1 point 1 UUPK it is stated that, "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers". According to Happy Sutanto, "legal certainty to provide protection to consumers in the form of protection of consumer rights, which is strengthened through special laws, gives hope that business actors do not act arbitrarily which always harms consumer rights.

The problem of consumer protection in Indonesia only started in 1970, this was marked by the birth of the Consumers' Foundation (YLK) in May 1973. The establishment of this foundation was due to the introspection of the public as consumers towards promotions to facilitate domestic goods. At the insistence of the community, this promotional activity must be balanced with supervisory measures so that the community is not harmed and the quality is guaranteed. The people's desire and pressure to protect themselves from inferior goods has spurred them to seriously think about efforts to protect consumers, and start a movement to realize these ideals. The essence of the promulgation of Law no. 8 of 1999 concerning Consumer Protection is to regulate the behavior of business actors with the aim that consumers can be legally protected. This means that efforts to protect consumer interests carried out through legal instruments are expected to create legal norms for consumer protection. On the other hand, it is hoped that it can develop a responsible business attitude, as well as increase the dignity of consumers.

3. CONCLUSION

1. based on the results of research conducted by researchers and after analyzing the research data using theories and provisions of laws and regulations as guidelines, the researchers draw the following conclusions: The responsibility given to gosend service users which is one of

the items offered by gojek is to provide appropriate compensation for errors or failures in using the service. in fact, it is clear that gosend is a service similar to the postal service, which must provide compensation services to users of the service if in fact it is proven that there has been a theft or negligence that resulted in defective goods sent. Article 4 of the consumer protection law also emphasizes the compensation that must be given to consumers from business actors. the form of compensation that must be given to consumers who suffer losses for gosend service users by spurring on article 19 of the consumer protection act, the form of compensation can be in the form of giving a total amount of money in accordance with the price of goods as nominal liability for compensation by giving shares of other similar goods. Consumer protection in law number 8 of 1999 concerning consumer protection has guaranteed legal certainty to provide protection to consumers. consumers can be given compensation, compensation or compensation for losses suffered by consumers as a result of the results of service users that have been provided by online transportation service business actors. gojek consumers who feel aggrieved and want to get legal protection can take the court or out of court. if the consumer chooses a route outside the court, the consumer can report directly to the consumer dispute resolution agency[11]. Consumer protection for online transportation services, namely gojek in jakarta, the protection can be carried out by the jakarta consumer protection foundation which provides advocacy and legal assistance to consumers to obtain their rights by conducting conciliation, mediation and arbitration. furthermore, gojek always accommodates all reports from consumers to be followed up by verifying and will provide compensation for the amount of losses suffered by the consumers[12]

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