ABSTRACT

The more Gojek application users, the more problems occur, especially on Gofood services cancelation. The UNCITRAL Model Law on Electronic Commerce 1996 and the Law Number 11 of 2008 on Information and Electronic Transaction as the umbrella law of e-contract emphasized that any information in the econtract cannot be denying the legal effect, validity or enforcement of it. There are two issues that are discussed in this undergraduate thesis, first is the legal protection for Gojek Partners in Gofood orders, and second, the legal effort for the Gojek Partners in the case of fictitious Go-food orders. The issues will be discussed using the normative legal research, the author examines library materials and regulations. The result shows that the partnership e-contract of PT AKAB do not have protection on fictitious order in Go-food. The protection available in Ministry of Transportation Regulation Number 118 of 2018 in conjuction to Ministry of Transportation Regulation Number 17 of 2019 on the Amendment of regulation number 118 of 2019. The legal remedies method is quasi-judicial, using deliberation and District Court. Based on article 31 Paragraph (1) point (g) of The Minister of Transportation Regulation Number 118 of 2018 on Special Transportation Rent this contract shall provide Driver complaints and resolution services. The Minister or Governor in accordance with his authority may provide administrative sanctions to the Special Rental Transport Company in form of warning, suspension of operating licenses, and revocation of operating licenses.

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Keywords: Go-food, Gojek, E-contract, Legal Protection