

## **CHAPTER ONE INTRODUCTION**

### **A. Background of Research**

The advantages and conveniences provided by the Gojek cannot be avoided, as well as the losses given. The more Gojek application users, the more problems occur, especially on Go-food services. There is a cancellation by the consumers and by that conduct, the consumer do not pay for food or drinks that they have ordered. Economically, this is detrimental to Go-food drivers because they have bought food or drinks that consumers order using their personal money, but there is no compensation he gets. Socially, the practice of cancellation by the consumer led to the sympathy of the community towards Go-food drivers who deserved to receive the right to receive wages by the consumer, as required if the work was completed.

Moreover, Gojek is an application made by PT Aplikasi Karya Anak Bangsa (AKAB) with the aim of facilitating the fulfillment of the needs of an item or service for the community but in fact, several articles in the terms of the contract that are not profitable for the partners and there is no space for the partners to review, rebuttal and offer as part of the agreement elements in the contract. As the owner of Gojek Application, PT AKAB do not have such aids to cover the loss of driver by the Go-food cancelation because they simply choose not to.

The Gofood driver serves as partner of PT AKAB and other involved parties by signing the partnership e-contract.<sup>1</sup> The relationship that emerged from the agreement made PT AKAB as a transportation application provider company to function as a liaison. Inside the Gojek application, there are various services, including Go-ride, Go-car, Go-food, Go-pulses, Go-shop, Go-mart, Go-tix, Go-box, Go-massage, Go-clean, Go-glam, Go-auto, Go-med, Go-pay, Go-bills, and Go-points.<sup>2</sup> Therefore in the Gojek application, there is an element of contract that in accordance with the Civil Code Article 1313 and 1320.

In terms of implementation, e-contract is new in Indonesia and by that reason may cause problems that often unconsciously detrimental for the involved parties. In the time when a party realizes, it will be too late or they have no other option rather than to obey the contract since that party economically needs the contract. Whilst the e-contract do not provide any protection for the loss of partner in fictitious order, The Minister of Transportation Regulation Number 118 of 2018 on Special Rental Transportation in conjunction to The Minister of Transportation Regulation Number 17 of 2019 regulates the protection for partner in a special rental transportation.

PT Aplikasi Karya Anak Bangsa does not have a business license in the field of transportation but has a Trading Business License and for that matter it does not have the characteristics of a Public Transport Company which in

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<sup>1</sup> Article 1313 Book III of Indonesian Civil Code.

<sup>2</sup> Go-Jek, "Tentang Go-Jek", taken from <https://www.gojek.com>, accessed on 12 March 2019, at 7 pm.

accordance with Law Number 22 of 2009 on Road Traffic and Transportation (LLAJ). Therefore, Gojek is categorized as a public transport organizer with information technology-based applications. Gojek also categorized as Special Rental Transportation Company, a company or legal entity or micro business actor or small business actor that provides Special Rental Transportation Services.<sup>3</sup> Special Rental Transportation is a door-to-door transport service with drivers, has operating areas in urban areas, from and to airports, ports, or other transportation nodes and reservations using information technology-based applications, with the tariff rates listed in the application.<sup>4</sup> Based on the problems stated above, the author would like to discuss and further examine the problems written in the research title Legal Protection for Go-Jek drivers in online food orders in Yogyakarta.

## **B. Statement of Problem**

1. How does the legal protection for Gojek Partners in Gofood orders?
2. How does the legal effort for the Gojek Partners in the case of fictitious Go-food orders?

## **C. Objective of Research**

1. To understand the legal protection for Gojek Partners in Go-food orders online in Yogyakarta.
2. To understand the legal effort for Gojek Partners in Go-food orders online which are be aggrieved for the food online orders.

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<sup>3</sup> Article 1 (8) of the Minister of Transportation Regulation Number 118 of 2018 on Special Rental Transportation.

<sup>4</sup> Article 1 (7) of the Minister of Transportation Regulation Number 118 of 2018 on Special Rental Transportation

#### **D. Benefits of Research**

This research provided benefits as follows:

1. Theoretically

This research gives benefits to know deeply and to increase the knowledge about the development of transportation contract and the law regarding to startups.

2. Practically

This research gives solution to settle the problems that occur on the cancellation of order on Go-food services. Proposing suggestion for a better Legal Protection for Gojek Partners in Go-food orders online.