

CHAPTER FIVE CONCLUSION AND RECOMMENDATION

A. Conclusion

Based on the research that has been conducted, it may be conclude that:

1. The contract between Gojek Partners and PT AKAB does not contain protection for the partner in the case of fictitious orders, therefore PT AKAB cannot be responsible for the losses that occur by fictitious order on Go-food. Meanwhile the Minister of Transportation Regulation Number 118 of 2018 on Special Rental Transportation in conjunction to the Minister Regulation Number 17 of 2019 on the Amendment of Regulation Number 118 of 2018 regulates on protection and legal certainty regarding the aspects of safety, security, comfort, equality, affordability, also regularity over the administration of special rental transportation. The Minister Regulation obliged the company to have Driver complaints and resolution services because of the available protections are only regarding to physical losses of the driver whether on-trip or off-trip.
2. The Legal Effort that used in the e-contract PT AKAB based on the Article 5 in the e-contract is combination between deliberation and District court or quasi adjudicative method, which. The dispute could be settled by conducting deliberation and if in the meeting there are no deal that made, then the dispute settlement method is using Jakarta District

Court. The Minister Regulation Number 118 of 2018 on Special Rental Transportation in conjunction to the Ministry Regulation Number 17 of 2019 on the Amendment of the Regulation Number 118 of 2018 provide a refutation rights along with the assistance of the Partnership Section of the Business Competition Supervision Commission (KPPU).

B. Recommendation

After getting conclusions from the research of this description, the following suggestions or inputs are recommended by the author:

1. The e-contract shall consider null and void by violating several legal requirement of contract and standard clause, therefore PT AKAB shall create new contract which accommodate consensual agreement of all parties. This aimed to provides opportunities for partners (Gojek Partners) to make corrections to the contents of the contract both in the pre-contract stage and when implementing the contract. In this case, the partners are allowed to negotiate either by meeting in person or through a dialog box that should be provided in the system which later serves as both preventive and repressive action.
2. PT AKAB shall allow their branch office to represents PT AKAB in the headquarters in conducting the second dispute resolution method which is District Court.
3. There is a provisions on sanctions that may be imposed to PT AKAB. The sanctions are based on the category of the violations. The violations

may take form into minor violation, moderate and gross violation. The Minister or Governor in accordance with his authority may provide administrative sanctions to the Special Rental Transport Company based on reports or information. Administrative sanctions that can be given are written warnings, suspension of operating licenses, and revocation of operating licenses.