


# Legal Responsibility of the Expedition Company for Consumer Losses Due to Loss of Goods in the Goods Delivery Service it Provides

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Article Info	ABSTRACT
<p><b>Keywords:</b> Legal Responsibility, Expedition Company, Consumer Protection</p>	<p>This research aims to analyze the legal responsibility attached to expedition companies related to loss of goods in the delivery process and its impact on consumers. The phenomenon of lost goods during delivery often raises questions regarding the legal obligations of expedition companies in compensating for losses experienced by consumers. This research uses normative and empirical legal research methods by exploring data through interviews with related parties and analysis of relevant legal documents. The research results show that cargo and expedition companies have strong responsibilities in the distribution of goods based on legal grounds, such as Article 91 of the Commercial Code and the Consumer Protection Law. Responsibility involves aspects such as security, quality assurance, and correct information to consumers. Law Number 22 of 2009 emphasizes the responsibility of public transportation companies for consumer losses during the delivery process. The dispute resolution process can be carried out peacefully through conciliation, mediation or arbitration, before involving the Consumer Dispute Resolution Agency or court. If a violation occurs, consumers can file a civil lawsuit in accordance with Articles 1244-1245 of the Civil Code to enforce their rights. In addition, expedition companies that provide insurance can be considered a form of legal protection in accordance with the insurance principles regulated by Law Number 2 of 1992.</p>
<p>This is an open access article under the <a href="#">CC BY-NC</a> license</p> 	<p><b>Corresponding Author:</b> Gandhi Pharmacista Fakultas Hukum, Universitas Pasundan <a href="mailto:Gandhi.pharmacista@unpas.ac.id">Gandhi.pharmacista@unpas.ac.id</a></p>

## INTRODUCTION

Technological advances in the era of globalization not only make it easier to access information, but also change people's lifestyles. Especially in terms of shipping goods, technology plays a key role in increasing regional affordability and simplifying the delivery process (Putra, 2018). Goods delivery services are an important aspect of modern society's life, providing convenience, practicality and efficiency in managing logistics. In the context of Indonesia, a country with various islands and geographical diversity, goods delivery services are the backbone in overcoming distance and accessibility constraints (Simamora, 2013).

Various trusted shipping companies offer quality services with varied service options, allowing customers to choose according to their needs. In carrying out their services, freight forwarding companies and passengers are involved in a carrier agreement, where the obligations and responsibilities of each party are regulated (Pemasela & Gerungan, 2023). The transportation agreement is the basis for carrying out the delivery process. After the carrier has successfully fulfilled its obligations in transporting goods or passengers, responsibility for the successful delivery and safety of the cargo becomes an integral part of the services provided (Kusaimah, 2021).

In the context of distribution of goods and services, forwarders play a crucial role as intermediaries who represent the interests of the sender to the carrier (Kumala & Juanda, 2019). The forwarder acts as a legal entity that carries out legal actions on behalf of the sender in the process of transporting goods and services. Thus, expeditions are an effective solution for those who want convenience in sending goods without having to be directly involved in complex logistics processes (Daming & Wibowo, 2021).

Increasing population mobility and economic activity between regions makes goods delivery services increasingly crucial in everyday life. Expeditions not only provide a means to overcome physical distance between locations, but also offer time and cost efficiency in the distribution process (Rustiana & Yuliawan, 2023). That way, people can easily send goods from one area to another without having to face complicated logistical obstacles. The presence of goods delivery services, represented by expeditors, not only meets the practical needs of society, but also accelerates the overall flow of economic distribution (Juwitasari et al, 2021)

According to the latest research from McKinsey and Company, Indonesia has positioned itself as one of the largest online trading markets in the Southeast Asia region. This phenomenon is in line with the development of globalization and digitalization, which have changed people's consumption patterns significantly (Purusottama et al, 2022). The growth of online commerce in Indonesia opens up opportunities for business actors to reach consumers more effectively and efficiently. In the online trading ecosystem, the role of third party delivery services, such as JNE, J&T, and SiCepat, is very important. Consumers who shop online need courier services to send their ordered goods to their destination address quickly and safely. The existence of this courier company not only provides convenience for consumers but is also the main pillar in supporting the growth of e-commerce in Indonesia. (Bakhar et al, 2023)

By having a third party who is reliable in delivering goods, online business can run more smoothly, and people can take advantage of this service to develop their business. This courier company not only provides delivery services, but also provides logistics solutions that can help business people in supply chain management and order fulfillment more efficiently (Nabila et al, 2022). Therefore, the existence of courier companies in the online trading ecosystem in Indonesia is not only as delivery service providers, but also as strategic partners that support the progress of the e-commerce sector and make a positive contribution to national economic growth (Purbasari et al, 2023).

In the context of loss of goods during the delivery process, there is often a lack of information received by consumers from expedition companies (Kakoe et al, 2020). Consumers often do not receive detailed information or are not even provided with updates regarding the delivery status of their goods. This can cause anxiety and uncertainty on the part of consumers who hope that the goods they send will arrive safely (Nangin, 2017).

To overcome this problem, it is important for expedition service companies to act decisively in tracing lost items. Investigations and searches must be carried out carefully and transparently, and the information found must be conveyed to consumers clearly and in a timely manner (Nababan et al, 2021). This action not only provides certainty to consumers, but is also a form of company responsibility for negligence that may occur during the delivery process (Mamuaya & Aminah, 2016).

In accordance with Law no. 8 of 1999 concerning consumer protection, expedition service companies do have responsibility for the goods sent, and consumers have the right to protection and the right to compensation if losses occur (Salsabillah & Iskandar, 2023). Therefore, expedition companies must ensure that tracking procedures and information to consumers are carried out well, meet legal standards, and provide justice for consumers who experience losses due to negligence in the delivery process. In this way, expedition service companies can build consumer trust and maintain their reputation in the logistics industry (Khatimah, 2023).

This research will discuss in detail the responsibilities of business actors, especially shipping companies, in the context of negligence which can result in loss of consumer goods. The legal basis held, such as Law no. 8 of 1999 concerning Consumer Protection, will be the main guide in analyzing the company's responsibility towards consumers who experience losses due to negligence in the process of sending goods. This requires an in-depth understanding of the relevant regulations that regulate the rights and obligations of business actors in the expedition industry.

The forwarding company, as the party carrying out business activities, has a significant responsibility to carry out its operations carefully to avoid loss of consumer goods. From a legal perspective, the company must understand that responsibility for negative consequences, such as consumer losses, is an integral part of its overall business activities. Therefore, this research aims to gain an in-depth understanding of the legal and practical aspects of implementing forwarding company responsibilities towards consumers, making it a valuable contribution in overcoming the issue of consumer protection in the freight forwarding sector.

## METHOD

In order to answer the title and problems to be researched, this research will adopt a normative juridical research method, a library law research approach that focuses on the analysis of library materials or secondary data (Ariawan, 2013). In the context of this research, the research will focus on drawing out legal principles related to the problems faced, both in written and unwritten positive law. The data used will be sourced from secondary data, especially primary legal materials such as Law Number 8 of 1999

concerning Consumer Protection and related laws and regulations. Other secondary data sources include scientific books and previous research results that discuss consumer protection against expedition service negligence, with the main focus on losses due to loss of consumer goods. The approaches that will be used in this research include the statutory approach and the case approach. A legal approach will be carried out by examining in depth all laws and regulations that are relevant to the legal issue being discussed. Meanwhile, a case approach will be used to understand how the law is implemented in concrete situations, especially regarding consumer protection for loss of goods due to negligence of expedition services. By using this method and approach, it is hoped that this research can provide useful results in exploring the legal aspects of consumer protection in the context of expedition services.

## RESULTS AND DISCUSSION

Responsibility is a concept regarding the obligation to compensate for losses arising from certain actions. The basis of this liability involves the obligation to pay compensation for actions that result in loss, as well as the obligation to fulfill promises that have been made. In the context of goods distribution, responsibility is very important, especially in maintaining the safety of goods transported by the company.

When a company transports goods, their responsibility is to ensure the safety and security of those goods during the distribution process. Therefore, commercial actors are required to bear any losses that consumers may experience due to commodity distribution services. The definition of business entity, as explained in Article 1(3), includes individuals or business entities that are in the form of legal entities and operate within the legal territory of the Unitary State of the Republic of Indonesia.

In carrying out business activities, both individuals and business entities, responsibility rests on the agreements made and obligations to overcome legal events in various economic fields. However, in the context of cargo distribution services, there are potential risks arising due to negligence or coercion on the part of operators or cargo transportation chains. Therefore, it is important for companies to implement steps that can minimize risks and ensure that responsibility for the safety and security of goods is properly maintained during the distribution process.

The impact of negligence in delivering goods is the responsibility attached to the business actor who provides delivery services. Issues surrounding the liability of business actors in the goods delivery industry can be related to legal regulations relating to consumer protection. In the context of trade in goods and services, the main goal of traders is to achieve profits by selling goods or services to consumers who have paid the agreed price.

However, the safety and security of goods or services delivered to consumers is also the main responsibility of business actors. Consumers, as parties who have paid certain fees, have the right to enjoy these goods or services while feeling safe and protected. Safety in shipping goods, especially in the context of shipping services, involves aspects such as security of goods, timeliness of delivery, and integrity of goods arriving in the hands

of consumers. Therefore, business actors have an obligation to ensure that the delivery process is carried out carefully and meets the required security standards.

Legal regulations relating to consumer protection are an important basis for upholding the responsibilities of business actors towards consumers. Upholding consumers' rights to feel safe and protected is an integral part of consumer protection efforts, and involves the obligation of business actors to ensure that the services provided not only meet consumer expectations, but also maintain the security and integrity of the goods or services provided.

The responsibility of cargo companies in transporting goods on land is strictly regulated in Article 91 of the Commercial Code (KUHD). According to this article, carriers and ship owners, in this context cargo companies, are required to bear all losses that arise after receiving the goods being transported. This responsibility covers all forms of damage that occur to the goods, unless the damage is caused by certain defects in the goods themselves, due to unavoidable circumstances, or due to errors or negligence on the part of the sender or courier.

Article 91 of the Commercial Code provides a strong legal basis to ensure that cargo companies are responsible for compensation for losses suffered by goods transported. If goods are damaged, destroyed, or lost due to certain events or circumstances, the cargo company's responsibility to provide compensation is recognized as long as this is not caused by defects in the goods themselves, unavoidable circumstances, or errors on the part of the sender or courier.

In the context of the principle of responsibility, Article 91 of the Criminal Code implements a system of accountability that is presumptive of responsibility. This means that the cargo company is by default considered responsible for any losses incurred, unless it can be proven that the losses were caused by a defect in the goods, unavoidable circumstances, or an error on the part of the sender. However, it should be noted that Article 92 of the Commercial Code provides an exception to the responsibility of cargo companies for delays in transportation due to unavoidable circumstances. This shows that there are certain limitations of liability in certain situations that are recognized by law.

Furthermore, Article 19 of the Consumer Protection Law (UUPK) provides a clear picture of the form of responsibility that must be borne by commercial actors towards consumers. This article considers that in carrying out commercial activities, every commercial actor is obliged to always act in good faith and refrain from actions that might cause harm to consumers. This shows that there are moral and legal responsibilities that must be complied with by commercial actors in order to safeguard the rights and interests of consumers in the commercial transaction process.

Even though consumers believe that existing legal instruments, such as Article 7 UUPK, are sufficient to protect their rights, the reality shows that business actors sometimes do not fulfill the obligations stipulated in this article. Article 7 UUPK stipulates the obligations of business actors, which include correct information, quality assurance, and responsibility for safety and consumer rights. However, consumer rights are often ignored, and business actors do not fully fulfill the obligations stipulated by the law.

In reality, violations of consumer rights often occur because business actors ignore the obligations regulated in Article 7 UUPK, such as providing correct information, ensuring quality assurance, and being responsible for the safety of the products or services provided. Therefore, it is necessary to increase awareness and stricter legal enforcement of the obligations of business actors so that consumer rights can be guaranteed and consumer protection in accordance with the spirit of the law can be realized effectively.

Law Number 22 of 2009 provides very important provisions regarding the responsibility of public transportation companies for losses that may occur during the delivery process. Article 188 of the Law expressly states that public transportation companies are responsible for all losses experienced by consumers, whether due to destruction, loss or damage to the goods being transported, unless it can be proven that the loss was caused by an event that could not be avoided or prevented. This provision underlines the importance of the responsibility of public transportation companies in maintaining the security and integrity of the goods they transport.

Article 188 also provides a clear legal basis regarding unlawful acts committed by public transport company workers. Business actors are required to be responsible for all actions carried out by their workers in transportation operations. This is also confirmed in Article 191 of Law Number 22 of 2009, which stipulates that public transportation companies must bear losses caused by the actions of the people they employ while carrying out transportation activities. This reflects the principle of integrated responsibility, where companies are deemed to have an obligation to control and be responsible for the actions of their workers in carrying out business activities.

With these provisions, Law Number 22 of 2009 provides a strong legal basis to protect consumers and provides incentives to public transportation companies to maintain the quality of service and safety of the goods they transport. The company's responsibility is not only limited to the physical aspects of the goods, but also includes protecting consumers from unlawful acts that may be committed by their workers during the process of providing transportation.

In practice, forwarding companies such as JNE, J&T, and SiCepat have implemented protection by providing insurance options to consumers. By adding insurance costs to goods or package delivery services, the forwarding company anticipates risks and is willing to compensate for losses in accordance with applicable regulations. Insurance in the context of sending goods or packages can be considered a form of legal protection recognized by Law Number 2 of 1992 concerning Insurance. Article 1 paragraph 1 of the Law defines insurance as an agreement that binds a party to provide premium payments to another party, which then provides protection or compensation for loss, damage, losses, or certain uncertain events. Therefore, the compensation provided by the forwarding company can refer to the principles regulated in Articles 246, 264 and 268 of the Commercial Code which regulate insurance. By providing insurance options, the forwarding company not only provides certainty to consumers against risks that may occur during delivery, but also play an active role in carrying out their obligations to provide legal protection. This approach

reflects the social responsibility of forwarding companies to maintain consumer trust and provide safe and reliable services in sending goods or packages.

Furthermore, in the process of resolving disputes and accountability of expedition companies, if it is proven that a form of violation has occurred which is contrary to the provisions in Law Number 8 of 1999 and Law Number 22 of 2009, then dispute resolution can be resolved through two channels, namely court and non-court. The following is a description of the completion process:

a) Non Court

Settlement of disputes between consumers and expedition companies can be attempted through several peaceful stages before entering a formal process at the Consumer Dispute Resolution Agency (BPSK) or judicial body. These initial steps can involve a direct settlement between the two parties or involving proxies or heirs if necessary. The aim of this peaceful approach is to reach an agreement regarding appropriate and fair compensation for consumers.

The peaceful settlement process can be initiated through mechanisms such as conciliation, mediation and/or arbitration, in accordance with the agreement made between the consumer and the expedition company. Conciliation allows both parties to reach an agreement informally with the help of a neutral third party, while mediation involves a mediator helping to reach an agreement without direct intervention. Arbitration, on the other hand, is a process in which a dispute is submitted to an arbitrator who decides the outcome, although this process is more formal than conciliation or mediation.

Through this peaceful approach, it is hoped that a mutually satisfactory solution can be created for both parties without having to involve a lengthy legal process. If peaceful efforts do not result in an agreement, consumers still have the option to submit a dispute to the Consumer Dispute Resolution Agency (BPSK) or a judicial body in accordance with applicable legal provisions. Thus, this peaceful approach can be an effective alternative in resolving disputes between consumers and expedition companies.

b) Court

Before proceeding to the stage of filing a lawsuit, the plaintiff or consumer has the option to submit a summons to the expedition. A summons is the first step taken to provide an official warning against allegations of default or broken promises made by the expedition. If the summons is not responded to or continues to be ignored by the expedition, the plaintiff can consider filing a civil lawsuit in accordance with the provisions of Article 1244-1245 of the Civil Code (KUHPer) which regulates default.

Article 1244-1245 of the Civil Code emphasizes that expedition parties are obliged to fulfill their obligations regarding the delivery of goods, and if they are proven to have defaulted or broken promises, they can face demands for compensation. Full responsibility for losses caused by non-delivery or loss of goods lies with the expedition, provided that it is proven that their negligence was the result of negligent actions and not due to unavoidable reasons. In this context, filing a lawsuit in accordance with Articles 1244-1245 of the Civil Code can be a legal step taken by consumers to enforce their rights against expedition parties who are deemed to have violated their obligations in delivering goods.

The lawsuit aims to obtain appropriate compensation for losses incurred by consumers due to non-compliance with the initial agreement.

## CONCLUSION

The expedition company's responsibility in shipping goods involves the obligation to maintain the safety and security of goods during the distribution process. Relevant legal regulations, such as Article 91 of the Commercial Code and the Consumer Protection Law, provide a strong basis for enforcing the responsibility of expedition companies towards consumers. However, reality shows that there are violations of consumer rights and negligence by business actors, so law enforcement and increasing awareness of business actors are important. The importance of legal protection and dispute resolution in the delivery of goods is also reflected through non-court mechanisms such as conciliation, mediation and arbitration. These peaceful steps provide an opportunity for consumers and shipping companies to reach an agreement without having to involve lengthy legal processes. Apart from that, the option of subpoena and filing a civil lawsuit through Articles 1244-1245 of the Criminal Code are legal instruments that consumers can take if peaceful efforts are not successful. Thus, the conclusion of these results and discussions confirms that the responsibility of shipping companies has significant implications for consumer rights and safety. Legal protection, increasing awareness of business actors, and effective dispute resolution mechanisms are the keys to ensuring that delivery of goods by expedition companies runs in accordance with security standards and consumer rights are optimally protected.

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