

LEGAL LIABILITY OF SHIPPING SERVICE COMPANIES FOR PACKAGED GOODS OWNED BY CONSUMERS

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Abstract

The development of the business world has progressed rapidly. This is seen in the use of delivery services. PT. The Nugraha Ekakurir (JNE) line is one of the services in the field of air traffic consignment services. The number of people sending goods from one place to another makes the role of this service very important. However, this is not accompanied by the provision of guarantees of legal protection by the perpetrators of entrusted services to their consumers. The implementation of JNE services needs to follow the agreement. So that it can cause harm to the consumers. The problem formulation is the legal protection for consumers and its resolution in case of negligence and delays in the delivery of goods. The method used is using normative legal research by conducting an assessment of the relevant legal rules. The results of the study showed that the services provided by the provider based on the agency cooperation agreement became the legal basis for the delivery of goods and still need to be improved and be more effective in providing guarantees for the rights of consumers. Quality service plays an essential role in creating satisfaction for consumers so that it can provide benefits for service providers.

Keywords: Business Actors, Consumers, Packages (Goods)

Introduction

The development of the business world and people's lifestyles have made the demand for handling imported packages of goods grow. They cover small packages and documents and handle the transportation, logistics, and distribution. This growing opportunity encourages players, especially those in air traffic delivery services, to expand their network to all major cities in Indonesia. Currently, the service points of PT. Tiki Lintas Nugraha Ekakurir (JNE) has reached more than 6,000 locations and is still growing, with more than 40,000 employees. Along with the increase in foreign investment, domestic economic growth, and the development of information technology, as well as various product innovations, "JNE's performance is growing and developing in the business world and among the Indonesian people." ¹ PT. The Nugraha Ekakurir (JNE) route was "established in 1990, serving the public in customs services, especially importing time-sensitive shipments through the 'Rush Handling' warehouse." ²

One of the necessities of life that is no less important in this era of globalization is the need for freight forwarding services. The number of people who send goods to each other from far away makes this service very important. Based on this fact, many private goods delivery services have

emerged, one of which is PT. The Nugraha Ekakurir (JNE) line.

Concerning this, in the Indonesian legal system, the Civil Code has regulated the Custody of Goods as stated in the Third Book of the Eleventh Chapter of the Second Part concerning the Custody of Goods, namely:

Article 1694:

"Guarding of goods occurs when people receive other people's goods with a promise to keep them and then return them in the same condition."

Furthermore, in Article 1699:

"Voluntary deposit of goods occurs because there is a reciprocal agreement between the parties who deposit the goods and the party who receives the deposit."

Regarding the responsibility for the goods being deposited, Article 1708 states:

"The recipient of the deposit must never be responsible for inevitable events unless he has neglected to return the deposited goods. In this last case, he is not responsibly responsible for the loss or damage of the goods. Otherwise, the goods will also be destroyed if they are in the hands of the custodian."

If there is a default in the delivery of goods, then the JNE must be responsible to the consumer or the sender. "The consumer has the right to claim

¹ Kadek Dwita Prabandari, "Fakultas Ekonomi Dan Bisnis Universitas Udayana , Bali , Indonesia Dalam Era Globalisasi , Perkembangan Dunia Usaha Semakin Tidak Dapat Diprediksi , Berbagai Usaha Di Bidang Jasa Atau Produksi Semakin

Bersaing (Nurhayati , 2012). Kebutuhan Konsumen Sema," *E-Journal Manajemen Universitas Udayana* 8, no. 2 (2019): 60-87.

² JNE, "JNE Express CSR," n.d.

compensation from the JNE party.”³ PT Lintas Nugraha Ekakurir, in claiming compensation, needs to know in advance what caused the delivery of the goods not to arrive, damaged or lost, “because the shipment of goods does not arrive, is damaged or lost, it is the result of legal action or due to a legal event.”⁴

In carrying out services through JNE, especially for delivering documents or packages, PT. The Nugraha Ekakurir (JNE) route is obligated to safely receive, deliver and deliver letters or postal packages from one place to another or from a place of origin to a particular destination. An important factor that deserves attention is the trust of service users. They use JNE services because they believe that the goods or shipments they send through JNE services will arrive safely at their destination. “This is closely related to the responsibility of PT. The Nugraha Ekakurir (JNE) route provides services in the form of mail and package delivery.”⁵

Using JNE services, it is hoped that JNE service users will obtain many conveniences. Producers can expand the

marketing of their goods and make reciprocal relationships with consumers, even though they are far apart in carrying out their obligations to deliver postal mail and parcels, PT. Through its staff, the Nugraha Ekakurir (JNE) route strives to provide the best service to the community. However, in reality, the implementation of JNE services differs from what was promised. This makes service users PT. The Nugraha Ekakurir (JNE) route was harmed because “the postal package or letter had a significant meaning. The detrimental forms of service are postal mail and packages that are late, damaged, or lost.”⁶

The existence of this company/business actor in the delivery of goods certainly facilitates human work because of the efficiency factor it offers both in terms of time and cost. However, “the delivery of the goods only sometimes runs smoothly, one of which is if there is a delay in the arrival of the goods at the destination that is not following what was agreed upon by the company/business actor.”⁷

³ Irma Garwan Et Al., “Perlindungan Hukum Bagi Konsumen Pengguna Jasa Pengiriman Barang : Muhamad Abas Dkk Perlindungan Hukum Bagi Konsumen Pengguna Jasa Pengiriman Barang Atas Kehilangan Barang Yang Dikirimkan Dihubungkan Dengan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlind,” *Jurnal Justisi Hukum* 6, no. 1 (2021): 43–69.

⁴ Ketut Bradatya Pradnyana Putra, “Tanggung Jawab Penyedia Jasa PT. Tiki Jalur Nugraha Ekakurir (JNE) Atas Keterlambatan Barang Ditinjau Dari Hukum Perlindungan Konsumen (Studi Pada PT Tiki JNE Cabang Buruan Gianyar,” *Hukum Bisnis Universitas Udayana*, 2019, 1–15.

⁵ Fathur Roziq, “Pengaruh Kepuasan Dan Kepercayaan Terhadap Pelanggan Jasa Layanan Pengiriman Barang JNE Pendowo Malang,” *Jurnal Ekonomi Dan Bisnis, Universitas Brawijaya*, 2019, 9–25.

⁶ Lilis Nurmala Sari, “Tanggung Jawab Pt . Pos Indonesia (Persero) Terhadap Pengiriman Barang Ke Luar Negeri (Suatu Penelitian Suatu Penelitian Di PT . POS Indonesia (Persero) Banda Aceh)” *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan Fakultas Hukum Universitas Syiah Kuala* 3, no. 2 (2019): 374–84.

⁷ Nadia Andina Putri, “Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Pengiriman Barang Dalam Hal Keterlambatan Sampainya

Based on another discussion conducted by Aisyah Ayu Musyafah, who explained the delay in the delivery of goods which included immaterial losses, but in practice, the delivery service providers could not be effective. In the event of damage or loss of the goods, the service provider is obliged to provide compensation following the classification of the loss in the form of loss of goods, damage to goods, or delay in delivery. In the case of a delay in the delivery of goods, "it is inappropriate if it is categorized as a default because the legal basis between the perpetrator and the consumer is based on a standard agreement."⁸

The difference between the study's results and the research conducted by Nadia Andina Putri explains that an agreement will bind the delivery of goods in terms of the relationship between consumers and service providers. It will be considered a default if there is a delay in the activity that is not by the agreement. In the Civil Code and the Consumer Protection Law, "service providers are required to provide compensation/compensation."⁹

Another study by Widyananda et al. found that the relationship between business actors and consumers must

receive legal protection from the possibility of an unstable situation. Forms of legal protection that lead to preventive efforts to realize justice and legal certainty between business actors and consumers. In standard agreements related to the delivery of consumer goods, "if there is a delay not due to intention by the business actor, the business actor can prove it first so that he can find out the guilty party and must be responsible."¹⁰

Research by Hosea Irlano Mamuaya explains that the delivery service provider must be responsible if something happens to consumer goods that have been handed over to the goods delivery service provider before arriving at the destination or if there is a delay in delivery or if there is a scratch/defect on the goods then What is done by the company is to provide compensation, namely by returning it as before if the defect is caused by negligence on the part of the company. In terms of guarantees provided by the company,

"the JNE company only provides insurance for consumer goods that want to insure and also guarantees that they will bear compensation for delays, loss, and damage to goods in delivery even though the error is unknown."¹¹

Barang," *Jurnal Hukum Bisnis Fakultas Hukum Universitas Udayana* 5, no. 2 (2016): 1-5.

⁸ Aisyah Ayu Musyafah, Hardanti Widya Khasna, and Bambang Eko Turisno, "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang," *Jurnal Law Reform* 14, no. 2 (2018): 151-61, <https://doi.org/10.14710/lr.v14i2.20863>.

⁹ Putri, "Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Pengiriman Barang Dalam Hal Keterlambatan Sampainya Barang."

¹⁰ Widyananda Yudikindra and Siti Malikhatun Badriyah, "Perlindungan Hukum Bagi Pelaku Usaha Jasa Pengiriman Paket Barang Domestik Atas Tindakan Konsumen Yang Beritikad Tidak Baik (Studi Pada Pt. Pos Indonesia (Persero) Yogyakarta)," *Law Reform* 12, no. 1 (2016): 47, <https://doi.org/10.14710/lr.v12i1.15840>.

¹¹ Hosea Irlano Mamuaya, "Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Ekpedisi Pengiriman Barang PT JNE Semarang," *Diponegoro Law Review* 4, no. 4 (2015): 1-11.

The difference with the discussion that will be carried out in this paper is a discussion of the extent to which the rules and norms contained in the legislation issued can protect the interests of individuals and community groups about protecting consumer rights in the provision of goods delivery services.

Research Problem

Based on the description of the background above, the author will limit the study of this writing, namely about how the legal protection for consumers who use air traffic services (JNE) and legal steps taken by business actors in the event of negligence and delays in the delivery of goods (packages).

Methodology

The research method used is normative juridical research. Namely legal research by studying library materials related to the problems studied. Peter Mahmud Marzuki emphasized that “normative legal research is one way to explore the rule of law, the principles of the rule of law, and the doctrines of the rule of law to answer the actual legal issues,”¹² A normative juridical approach that is based on existing legal or statutory regulations. The approach to this research uses a statutory approach, namely research on legal products. Normative legal research always focuses on secondary data sources. The secondary data used in this

research include laws and regulations, namely the Civil Code, the Commercial Law, and Law Number 8 of 1999 concerning Consumer Protection. To obtain data related to the problem under study, the author uses a descriptive type of research with the primary research material sourced from the library (library research), namely: the writing process, which is carried out by studying books or literature related to the problems being studied—researched from the library.

Analysis and Discussion

A. Consumer Protection in Law Number 8 of 1999 concerning Consumer Protection

Consumer protection is all efforts that guarantee legal certainty to protect consumers. Consumer protection law is an exciting issue and is of concern to the Indonesian government. This can be seen from the laws and regulations governing this matter, namely Law Number 8 of 1999 concerning Consumer Protection. Consumer Protection needs to be done because it is related to efforts to prosper the community concerning the growing development of modern trade transactions today. “This concern about consumer protection is not only in Indonesia but has also become a worldwide concern.”¹³

¹² Peter Mahmud Marzuki. *Penelitian Hukum*. Jakarta: Kencana Prenada Group, 2007: 35.

¹³ M.Sadar, dkk, *Hukum Perlindungan Konsumen di Indonesia*, Akademia, Jakarta Barat. (2012)

“The Principles and Objectives of Consumer Protection,”¹⁴ Article 2 of Law Number 8 of 1999 concerning Consumer Protection states that consumer protection is based on benefits, justice, balance, consumer safety and security, and legal certainty. “Elucidation of Article 2 of this Law describes consumer protection as a joint effort based on 5 (five) relevant principles in national development, namely:

- 1) “The principle of benefit is intended to mandate that all efforts in implementing consumer protection must provide the maximum benefit for the interests of consumers and business actors;
- 2) The principle of justice is intended so that the participation of all people can be realized to the maximum and provide opportunities for consumers and business actors to obtain their rights and carry out their obligations reasonably;
- 3) The principle of balance is intended to balance the interests of consumers, business actors, and the government in a material or spiritual sense;
- 4) The principle of Consumer Security and Safety is intended to guarantee the safety and security of consumers in the use and utilization of goods and/or services consumed or used;

¹⁴ Wahid Yaurwarin, “Perlindungan Hukum Terhadap Konsumen Pembeli Makanan Berbuka Puasa Yang Mengandung Bahan Pengawet Dan Bahan Pemanis Buatan (Kajian UU No. 8 Tahun 1999),” *Public Policy (Jurnal Aplikasi Kebijakan Publik & Bisnis)* 1, no. 1 (2020): 35–46, <https://doi.org/10.51135/publicpolicy.v1.i1.p35-46>.

- 5) The principle of legal certainty is intended so that both business actors and consumers obey the law and obtain justice in implementing consumer protection, and the state guarantees legal certainty.”¹⁵

In implementing the agreement between consumers and business actors, both are protected by a standard agreement that has been mutually agreed upon. According to Article 1 point 10 of the Consumer Protection Law,

“Standard Clauses are any rules or conditions and conditions that have been prepared and determined in advance unilaterally by business actors as outlined in a document and/or agreement that is binding and must be fulfilled by consumers.”

Article 18 of the Consumer Protection Law makes several prohibitions on the use of standard clauses in (standard) contracts, which are as follows:

- 1) Business actors in offering goods and/or services intended for trading are prohibited from making or including standard clauses in each document and/or agreement if:
 - a) declare the transfer of responsibility of the business actor;
 - b) stating that the business actor has the right to refuse to return the goods purchased by the consumer;
 - c) stating that the business actor has the right to refuse to return the

¹⁵ Fenty Rizka Astari, “Perlindungan Hak Konsumen Akibat Aturan Klausula Baku Usaha Karaoke Keluarga Di Pekanbaru Ditinjau Berdasarkan Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen,” *JOM Fakultas Hukum* III, no. 19 (2016): 1–15.

- money paid for the goods and/or services purchased by the consumer;
- d) declare the granting of power of attorney from consumers to business actors either directly or indirectly to take all unilateral actions related to goods purchased by consumers in installments;
 - e) regulates the matter of proving the loss of the use of goods or the use of services purchased by consumers;
 - f) giving rights to business actors to reduce the benefits of services or reduce the assets of consumers who are the object of buying and selling services;
 - g) declare that consumers are subject to regulations in the form of new, additional, continued, and/or advanced changes made unilaterally by business actors when consumers use the services they buy;
 - h) stating that the consumer authorizes the business actor to impose mortgage, lien, or security rights on consumer goods in installments.
- 2) Business actors are prohibited from including standard clauses whose location or shape is challenging to see, cannot be read clearly, or whose disclosure is difficult to understand.
 - 3) Every standard clause determined by the business actor in the document or agreement that fulfills the provisions referred to in paragraphs 1 and 2 is declared null and void.

- 4) Business actors are required to adjust standard clauses that are contrary to this Law.

B. Legal Protection for Consumers Using Entrusted Services Due to Delays, Damage, and Loss of Goods Packages

In practice, "it is often found that to bind a specific agreement, one of the parties has prepared a draft agreement that will apply to the parties."¹⁶ The concept is structured so that at the time of signing the agreement, the parties only need to fill in some subjective things, such as the identity and date of the agreement, which is intentionally left blank. Thus, the contents of such an agreement generally tend to benefit the company. Consumer protection is regulated in Chapter V, article 18, paragraphs (1), (2), (3), and (4) concerning Provisions for Inclusion of Standard Clauses based on Law number 8 of 1999 concerning Consumer Protection.

As users of goods delivery services, consumers need legal protection to protect their interests. Agreements between business actors and consumers contain rights and obligations that "must be fulfilled and obtained by each party. However, as previously explained, there are still obstacles to delivering goods."¹⁷

If you look closely, the articles in the agency agreement provide little legal protection for consumers who use deposit services. Where the provision of

¹⁶ Rosdalina Bukido, "Urgensi Perjanjian Dalam Hubungan Keperdataan," *Syaria Studies* 7, no. 1 (2015): 37-72.

¹⁷ Musyafah, Khasna, and Turisno, "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang."

information and explanations regarding the form of protection or the form of “responsibility of the courier service in the event of a delay, damage, or loss of the package, is not regulated in the articles in the agreement letter.”¹⁸ In addition, in every delivery receipt submitted to consumers, “there is also no standard contract containing matters relating to the right to guarantee the safety of goods and services for users of the deposit service.”¹⁹ This makes consumers not know and understand their rights, thus making them unable to do much about the losses they suffer due to using delivery services in the event of delays, damage, or loss of packages. Suppose consumers know about the level of quality and delivery services. In that case, “at least the consumer will understand the quality standards of the delivery service and can file a complaint with the delivery service.”²⁰

Please note Indonesia has regulations on consumer rights which are regulated in Article 4 of the Consumer Protection Law no. 8 of 1999, namely;

- a) The right to comfort, security, and safety in consuming goods and/or services;
- b) the right to choose goods and/or services and to obtain such goods and/or services following the exchange rate and the promised conditions and guarantees;

- c) The right to correct, transparent and honest information regarding the conditions and guarantees of goods and/or services;
- d) the right to have their opinions and complaints heard on the goods and/or services used;
- e) the right to obtain proper advocacy, protection, and efforts to resolve consumer protection disputes;
- f) the right to be treated or served correctly and honestly and not discriminatory;
- g) the right to receive compensation, compensation, and/or replacement if the goods and/or services received are not following the agreement or not as intended.”

The maker, in this case, the government of the Consumer Protection Law (UUPK), already understands the risks that consumers will face as above. With a low level of education and insight, the provision of information about goods and/or services can extend beyond the rights of consumers. To protect consumers, the Consumer Protection Law has regulated the obligations of business actors related to compensation that is not contained in the TIKI agency agreement letter. Article 7 letter (f) of the UUPK reads: Business actors are obliged to “compensate, compensate, and/or compensate for losses due to the use, use,

¹⁸ Fida Amira and M. Hudi. S. Asrori, “Tanggung Jawab Pengiriman Barang Ekspedisi Atas Kehilangan Dan / Atau Kerusakan Barang Berdasarkan Undang-Undang Nomor 38 Tahun 2009 Tentang Pos (Studi Kasus Di Kantor Pos Solo),” *Jurnal Privat Law* 4, no. 1 (2016): 117–24.

¹⁹ Indira Putri Mahesti, “Perlindungan Hukum Terhadap Pengguna Jasa Titip (JASTIP) Melalui Media Online,” *JOM Fakultas Hukum* VII (2020): 1–14.

²⁰ Rochati Mahfiroh, “Tanggungjawab Pelaku Usaha Dalam Pengiriman Barang Melalui Jasa Go Send Instants Courier” (2020).

and utilization of traded goods and/or services.”²¹

The agency agreement letter, which is used as the legal basis for the package delivery service in general, “only focuses on the interests of the party without paying attention to the rights of consumers as consumers of service users.”

²² The provisions stipulated in the letter of the agreement only contain the cooperative relationship between the Central Depository Service and the Branch Depository Service in the form of responsibilities, rights, and obligations for the Branch Deposit Service as the second party, claims for compensation between the Central Deposit Service (the First Party) and the Service Deposit Service. “Deposit at the branch (second party), force majeure circumstances, dispute resolution in the implementation of the agreement, and other general matters.”²³

In being responsible for the agreement if there is a delay, damage, or loss of letters and packages, there are several inhibiting factors, including:

1) Juridical Factor

“The existence of different arrangements between Law Number 8 of 1999 concerning Consumer Protection and the Agency Cooperation Agreement, which JNE made as the legal basis, is a severe obstacle consumers face. The law

should provide security and certainty for legal protection, not confuse and harm the community. In addition to explaining consumer rights, the Consumer Protection Act has also regulated the obligations of license holders for goods delivery providers, which is none other than JNE. However, it differs from the agency cooperation agreement letter in Article 10, which describes the obligations and rights between JNE parties. Meanwhile, the obligation of the shipping permit holder to pay attention to the obligations of business actors following the applicable laws and regulations in the field of consumer protection needs to be regulated in the agency agreement letter. This regulation is detrimental to consumers because the Consumer Protection Act (UUPK) regulates the rights and obligations of consumers and business actors (as regulated in Article 7 of the UUPK). Obligations must be fulfilled, while the fulfillment rights depend on the owner of the obligation. As owners of rights, consumers have the right to demand and fully request their rights as users of JNE services, which are service providers who are trusted and are required to provide the best service to consumers.”²⁴

2) Technical Factor

“In addition to juridical factors, technical factors that hinder liability for delays, damage, or loss of letters

²¹ Marcelo Leonardo Tuela, “Upaya Hukum Perlindungan Konsumen Terhadap Barang Yang Diperdagangkan,” *Lex Privatum* 2, no. 3 (2014): 56–70.

²² Ezra Ridel Moniung, “Perjanjian Keagenan Dan Distributor Dalam Perspektif Hukum Perdata,” *Lex Privatum*, no. 1 (2015).

²³ Laras Sutrawaty, “Force Majeure Sebagai Alasan Tidak Dilaksanakan Suatu Kontrak Di Tinjau Dari Perspektif Hukum Perdata,” n.d.

²⁴ Mamuaya, “Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Ekpedisi Pengiriman Barang PT JNE Semarang.”

and packages occur, namely that so far, the JNE courier service only uses air delivery. Hence, the delivery process contains many weaknesses. One of them is holding goods in the transit area.”²⁵ Efforts to maximize the delivery process are now considered a form of accountability for the agreement in the event of delays, damage, or loss of letters and packages. one of the efforts in question is to coordinate with the parties related to the delivery of goods so that there is no negligence in the intended delivery. However, there are classic problems that are almost the same in all development sectors, namely “funding problems, requiring expensive investments, procurement of equipment that is quite expensive, and geographical location of the area, which requires quite a long time in the delivery process.”²⁶

C. Legal Procedures By Consumers If Lost In The Use Of Shipping Services

By law, delivery of goods by an expedition company (expeditor) at “the request of the sender of goods to deliver certain goods to the recipient of the goods can be qualified as a Carriage Agreement.”²⁷ You can find the rules and legal basis of this Carriage Agreement in

Article 1601 a, Article 1601 b, and Article 1617 of the Indonesian Civil Code (“Civil Code”) and Articles 86-97 and Article 466-517c of the Commercial Code (“Trade Code”).

A carriage Agreement is a reciprocal agreement between the carrier and the sender in which the carrier binds himself to safely carry out the transportation of goods and/or people from one place to a specific place. In contrast, “the sender binds himself to pay transportation fees.”²⁸

In addition, Subekti’s opinion in his book Law of Covenants argues that the default (negligence/negligence) of a debtor can be in the form of:

- a) It did not do what it was supposed to do;
- b) It does what it promises, but not as promised;
- c) It did what it promised, but it was too late;
- d) Doing something that, according to the agreement, is not allowed to do.”²⁹

The things I have described above, in the absence of a force majeure situation that causes PT. JNE cannot carry out its obligations (Vide: Article 1244-1245 of the Civil Code), then someone as the owner of

²⁵ Andi Fikri et al., “Faktor Yang Mempengaruhi Penyalahgunaan Dokumen,” *Paradigma Administrasi Negara* 3, no. 2 (2021): 107–16.

²⁶ Rizky Noviyanti, Adri Yasman, and Johannes Kurniawan Iiauw, “Perencanaan Distribusi, Pemilihan Moda Transportasi, Dan Kelancaran Pengiriman Bantuan Darurat Bencana Distribution,” *Jurnal Manajemen Bisnis Transportasi Dan Logistik (JMBTL)* 6, no. 1 (2020): 37–44.

²⁷ Sahrul, “Pengaturan Hukum Besaran Nilai Ganti Rugi Bagi Pengguna Jasa Pengangkutan

Barang Dalam Hal Terjadinya Keterlambatan Pengiriman Barang Melalui Angkutan Jalur Darat,” *Jurnal Wasaka Hukum* 9, no. 1 (2021): 37–72.

²⁸ Lukas Yance, “Tanggung Jawab Pengangkut Pada Perjanjian Pengangkutan Barang Melalui Laut Di Tinjau Dari Pasal 468 KUHD Tentang Pengangkutan Barang (Analisa Putusan Mahkamah Agung No. 2316K/Pdt/2015,” *Jurnal I Lmu Hukum* 2, no. 2 (2019): 693–712.

²⁹ Medika Adati Andarika, “Wanprestasi Dalam Perjanjian Yang Dapat Di Pidana Menurut Pasal 378 Kitab Undang-Undang Hukum Pidana,” *Lex Privatum* 6, no. 4 (2018): 5–15.

the goods has the right to claim compensation for PT. JNE (in civil terms) for whether or not the package has been delivered. My first warning PT. JNE legally through a written warning (somasi) as regulated in Article 1238 of the Civil Code (translation of R. Subekti), which reads:

“The debtor is negligent if he by a warrant or with a similar deed has been declared negligent, or for the sake of his engagement, if this stipulates, that the debtor will have to be considered negligent by the passage of the specified time.”

Concerning service users as consumers, as far as we know, Law Number 8 of 1999 concerning Consumer Protection only provides general arrangements regarding not keeping promises for a service (for example, in Article 16 of the Consumer Protection Law). For that, we need to return to the rules of transportation, especially in Article 468 and Article 477 of the Commercial Code, which provide the following arrangements:

Article 468 of the Commercial Code: The carriage agreement promises the carrier to maintain the safety of the goods that must be transported from the time of receipt to the time of delivery.

The carrier must compensate for the loss due to not delivering all or part of the goods or due to damage unless he proves that the non-delivery of the goods in whole or in part or the damage is the result of an incident which he could not have prevented or avoided, due to its nature, condition or a defect. The goods themselves or due to the sender's fault. He

is responsible for the actions of the people he employs and the objects he uses in transportation.

Article 477 of the Commercial Code: The carrier is responsible for the loss caused by the late delivery of the goods unless he proves that the delay is the result of an incident he could not have prevented or avoided.

As for legal remedies that consumers can take if they are harmed in the use of shipping services as described above, which are not contained in the agency cooperation agreement, they have the right to file a lawsuit against the losses they have suffered. Regulations regarding dispute resolution between consumers and business actors are contained in Chapter X of the Consumer Protection Act (UUPK) Article 45 of Law no. 8 of 1999:

- a) Every consumer harmed can sue a business actor through an institution tasked with resolving disputes between consumers and business actors or through a judicial body within the general court environment.
- b) Settlement of consumer disputes can be reached through the courts or out of court based on the voluntary choice of the disputing parties.
- c) Settlement of disputes outside the court, as referred to in paragraph (2), does not eliminate criminal responsibility as regulated in the law.
- d) If an out-of-court consumer dispute resolution effort has been chosen, a lawsuit through the court can only be taken if the effort is declared unsuccessful by one of the parties or by the disputing parties.

Based on Article 45 of the Consumer Protection Act, consumers who are

harmed by their body safety, mental security, or property using shipping services can file a lawsuit through the General Court or the Consumer Dispute Resolution Agency (BPSK). However, due to the length of the compensation process, if it is through the BPSK channel, most consumers who feel aggrieved prefer the peaceful route with the courier service.

Based on the research results with informants, it was revealed that many conditions must be met in filing a lawsuit until the compensation from the sender of the deposit service was fulfilled, making him decide to settle this case amicably. As stated by the informant, the informant said that in handling the disruption to the delivery of goods or the loss suffered by the consumer, the package delivery service tried to quickly find alternative solutions in providing compensation and compensation. This is done in a family way. In the case of delays, the courier service is still looking for the right solution because the occurrence of delays is only partially the responsibility of the package delivery service. Delays are usually due to the long transit factor.

Regarding damage to packages or letters, according to sources, more attention is paid to how the sender wraps and makes the package. Packages should be appropriately and neatly wrapped, especially for fragile items. In terms of damage, if the damage comes from the poor way the sender wrapped the package, then the delivery service provider is not responsible, and if there is a claim from the recipient, the goods are returned to the sender.

If the package is damaged during the transit area, the responsible party is the delivery service in the transit area for the shipment. As for the loss, the responsible party depends on the location where the goods are in the delivery process. If the goods are lost in the transit area, it is the responsibility of the transit area deposit service. However, suppose the goods are lost from the transit area to the recipient. In that case, the burden of responsibility is borne by both parties, namely the transit service provider and the recipient deposit service party.

Quality service is essential in shaping customer satisfaction, but it is also closely related to creating profits for the company. The higher the quality of service the company provides, the higher the satisfaction felt by the customer.

Conclusion

Package delivery service actors still need to provide legal protection for consumers in shipping services fully. The agency cooperation agreement letter, which is used as a legal basis for delivery by the presence of branch office deposit services in the area, still has many shortcomings and cannot guarantee consumer rights. It is hoped that the government will regulate matters relating to the regulation of the delivery of goods/services so that there are no misunderstandings about future problems and the community can make the experience of shipping problems an experience by binding directly to the agreement so that all problems can be

resolved by consensus deliberation involving the local government.

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