

Legal Protection and Liability of Business Actors for Lost Packages in Freight Forwarding Services Through PT. JNE Kediri Region

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Abstract

In the current digital era, a business that has a good opportunity is the field of expedition services. PT. Tiki Lintas Nugraha Ekakurir (JNE) is a privately owned freight forwarding company that has many customers. There is a relationship between the delivery service provider and the service user, sometimes there are problems such as loss of goods experienced by consumers. As a result, consumers do not get their rights, namely the package sent to the destination. With this, legal protection and the responsibility of business actors are needed to consumers as users of expedition services.

The research method used in solving this problem is normative empirical research. By making direct observations of the liability of service providers and legal protection for consumers for the loss of goods with a case study at PT. JNE Kediri branch. The statute approach is used to obtain legal rules that guarantee legal protection for consumers at PT. JNE Kediri.

Based on the legal rules for consumer protection written in the Criminal Code, the Commercial Code, the Postal Law and the Consumer Protection Law, it is stated that business actors have an obligation to maintain the security of packages during the delivery process to their destination. If the package is lost, the business actor is obliged to compensate the consumer for the loss. Compensation given by replacing according to the lost package or in the form of money whose nominal value is the same as the lost package. PT. JNE Kediri prioritizes the interests of consumers, especially in the case of lost packages and seeks a family settlement by taking the negotiation route. As a business actor PT. JNE is obliged to bear the loss of the package due to negligence or error by providing compensation in the form of compensation up to 10 times the value of the shipping cost if the package is not insured.

Keywords: Consumer Protection, Expedition, Loss of Goods, Responsibility of Business Actors.

Introduction

In the current digital era, a business that has a good opportunity is the field of expedition services. During the Covid-19 pandemic, freight forwarding services were a sector that played an important role in supporting the economy. The logistics industry was able to survive and even grow due to changes in people's behavior regarding shopping habits through

e-commerce and utilizing expedition services as a solution amidst the limitations during the pandemic.

PT. Tiki Lintas Nugraha Ekakurir (JNE) is a privately owned freight forwarding company that has many customers. Transactions that take place in the process of delivering goods begin when the shipper arrives at the counter by delivering a package of goods that has been prepared in advance. With the delivery of the package, it proves that there has been an agreement and agreement between the shipper and JNE. Then there are rights and obligations between the two parties that require compliance to be fulfilled.

There is a relationship between the delivery service provider and the service user, sometimes there are problems such as technical problems that take place in the process of delivering goods. One of them is the problem of loss of goods experienced by consumers. In this case, the consumer is the party who is disadvantaged because he has fulfilled his obligations by paying shipping costs. As a result of missing packages, consumers do not get their rights, namely the package of goods sent to its destination without any damage or other problems. With this, legal protection is needed and the responsibility of business actors to consumers for their rights as users of freight forwarding services.

The problem that will be discussed in this research is the responsibility of PT. JNE Kediri and settlement efforts that can be made by service users for lost packages caused by negligence on the part of PT. JNE Kediri.

This research is a direct observation of the responsibility of service providers and legal protection for consumers who use expedition/delivery services for the loss of goods sent by consumers of service users with a case study at PT. JNE Kediri branch. This field study or empirical study begins with raw data obtained at the research site.¹ Library Research also supports this research by reviewing and researching various data or documents relevant to this research.

The type of research used in this paper is normative empirical research. Empirical norms are an approach based on the conceptualization of laws and regulations. Even though primary data is only used as supporting data for secondary data, the required data is prioritized over secondary data.

The statute approach is used in conducting this research. This approach is used to obtain legal regulations that guarantee legal protection for consumers of expedition services at PT. JNE Kediri.

It can be further elaborated based on the definitions from experts regarding legal protection, namely as follows:

¹ Soekanto Soerjono, 1986, *Pengantar Penelitian Hukum*, Jakarta: UI-Pres. h.5

1. Legal protection is an effort to protect a person's interests by allocating a Human Rights power to him to act in the context of his interests;²

2. Legal protection is the protection of dignity and worth, as well as the recognition of human rights owned by legal subjects based on legal provisions from arbitrariness;³

3. Understanding legal protection in general is a protection given to legal subjects in the form of legal instruments both preventive and repressive.⁴

Legal protection for legal subjects is protected through applicable laws and to be obeyed. If there is a violation, sanctions will be imposed. Legal protection can be categorized as preventive legal protection, as a form of government concrete action in preventing a violation, the government provides guarantees of protection to prevent violations by making laws and regulations with the aim of preventing a violation from occurring and providing limitations and warnings in perform an obligation. Repressive legal protection is the final protection in the form of sanctions such as fines, imprisonment, and additional penalties given if a dispute has occurred or a violation has been committed.⁵

Legal protection really needs to be enforced, the goal is to protect and enforce laws that provide certainty that legal actors get their rights. Then, if their rights are violated, the people who suffer losses get full guarantees with legal protection.

Responsibilities and Settlement Efforts for Loss of Loss of Goods Due to Negligence of Business Actors

In Article 1244 of the Criminal Code, it can also be seen the responsibilities that should be borne by business actors. In the event of loss of goods packages that have been experienced by consumers when sending packages of goods to expedition businesses or delivery of goods, an agreement has been made between PT. JNE with the package sender, PT. JNE has the responsibility to indemnify consumers who use the service because the package was lost during the delivery process to the destination address due to negligence on the part of PT. JNE.

If the PT. JNE does not compensate in accordance with the agreement, so consumers can file a civil case, namely by making a lawsuit to the Consumer Dispute Settlement Agency (BPSK) or the District Court. Because in this case PT. JNE has been proven to have broken promises / defaults.

² Satjipto Raharjo, 2003, *Sisi-Sisi Lain dari Hukum di Indonesia*, Jakarta: Kompas, h.121

³ Philipus M.Hadjon. 1987, *Perlindungan Hukum Bagi Rakyat Indonesia*, Surabaya: Bina Ilmu, h.28

⁴ Cicik Novita, "Apa Itu Perlindungan Hukum dan Syarat untuk Mendapatkannya", <https://tirto.id/apa-itu-perlindungan-hukum-dan-syarat-untuk-mendapatkannya-gawF>, Diakses pada tanggal 7 November 2021

⁵ Zulham, 2013, *Hukum Perlindungan Konsumen*, Jakarta: Kencana, h. 20

The KUHD also outlines the responsibilities of business actors based on Article 87, namely: "The courier is responsible for delivering the goods he receives to his destination neatly and quickly by ensuring the safety of the goods he transports". As with Article 88 of the KUHD, "The carrier is responsible for damage or loss of shipments caused by errors or omissions".

Article 91 states that "the carrier is responsible for all damage to the goods caused by the defect of the sender or expedition, mandatory condition of the goods, errors or omissions".

Article 95 states that "all rights to file a lawsuit against the sender, carrier or owner for the loss or damage entirely to the goods will expire after a grace period of one year for goods in Indonesia and a period of two years for goods in Indonesia from Indonesia. Shipping If the goods are lost, from the time outside this grace period, from the time the goods are originally expected to be transported, and in the event of damage or delay in delivery, from the time the goods arrive at their destination. This time period does not apply to fraud or treason." In this case the sender/consumer of a package of goods can sue the business actor for the loss of the package at the time of delivery.

Article 468 states that "in approval of transportation, the carrier is obliged to maintain the safety of the goods being transported starting from the receipt of the goods until the delivery of the goods. If the goods cannot be delivered or there is damage, the carrier is obliged to make compensation".

It can be concluded based on the case that the author discusses in this writing, PT. JNE as an expedition business actor/company providing goods delivery services is an expeditor based on the KUHD. PT. JNE is responsible, as has been written in the articles above, namely ensuring the security and safety of the package of shipments, compensating for losses that arise due to negligence/mistakes on the part of PT. JNE. Consumers as service users have the right to file a lawsuit/ask for compensation in the event of a dispute caused by the business actor/service provider company.

In the Consumer Protection Law, it is stated that business actors/companies who break their promises not to carry out their obligations mean that they have violated the rights of consumers. Therefore, the service provider company must bear the compensation to the consumers who use the service. Where this consumer is the party who suffered losses. This is as stated in Article 19 paragraph (1) of the Consumer Protection Law, its contents are: "Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consuming goods and/or services produced or traded. The compensation referred to may be in the form of a refund or replacement of goods and/or services of the same type or equivalent in value, or health care and/or the provision of compensation in accordance with the provisions of the applicable laws and regulations.

As a result of not carrying out the responsibility for providing compensation from business actors in accordance with Article 19 of the Consumer Protection Law, business actors are subject to sanctions in the form of administrative penalties by the Consumer Dispute

Settlement Agency (BPSK) referring to Article 60 Paragraph 2 of the Consumer Protection Law, namely business actors are required to pay maximum compensation up to Rp. 200,000,000,-.

Responsibilities of PT. JNE Kediri against the Losses Experienced by Service Users

Responsibility of PT. JNE if it is not as promised in the process of delivering the package, especially for the loss of the package, PT. JNE provides compensation in the amount of a maximum of 10 (ten) times the shipping costs paid by the shipper/sender in accordance with the selected services. For shipments of high value category goods, it is recommended for the shipper/sender to insure the goods. For packages of insured goods, compensation for loss of goods is paid in full based on the actual nominal value of the goods, including those written in the form for using insurance services or compensation paid for similar goods. Insurance costs are paid by the shipper himself at the time the package is insured. When PT. JNE can prove correctly and clearly that the error is not the fault of PT. JNE, but it is the result of negligence and error on the part of the shipper/shipper or due to an unexpected event that causes the package to not be delivered to the intended address. This is not the fault of PT. JNE so that in this case the shipper/sender cannot claim compensation. As explained in Article 468 paragraph (2) and paragraph (3) of the Commercial Code that "The carrier is obliged to compensate for all losses caused because the goods cannot be delivered. in whole or in part, or due to damage to the goods, unless it can be proven that the non-delivery of the goods or the damage was caused by an unavoidable or unavoidable disaster, or a defect in the goods, or due to the fault of the sender and he is responsible for all their actions, which employ, and on all the infrastructure used in the transportation process".

Therefore, if the principle of the carrier's responsibility for the delivery of goods is related to Article 468 (2) of the KUHD, the carrier is considered fully responsible for all losses arising from the implementation of the delivery, but releases the sender of the goods if the company manages to prove his innocence. "Innocent" means an error that causes consumers to lose services, not because of the fault of PT. JNE, however, the evidence for the incident remains with PT. JNE as a provider of package delivery services and not to consumers. Consumers only stated that they experienced a loss in the delivery of goods organized by PT. JNE.

In terms of authority, PT. JNE Kediri always communicates to the company that oversees it, PT. TIKI Lintas Nugraha Ekakurir Central Jakarta Regarding the claim or compensation that will be disbursed, if a package is lost, the driver reports to the supervisor in charge. post production PT. JNE Kediri will then be sent to PT. TIKI Lintas Nugraha Ekakurir Central Jakarta asked to consider the claim or compensation and then PT. JNE Kediri sent a claim relief request along with travel documents, proof of delay, and proof of signature from the driver concerned during the trip. It can be said that PT. JNE Kediri will only follow up on claims from consumers based on travel documents and travel history of packages brought back

by the driver to the shipping company, this means that the recipient and driver information is included in the travel document, namely with/without delay or deer cargo packaging. For delivery, the bill of lading is signed by both parties.

Settlement Efforts Made by Service Users for Losses Caused by Negligence of PT. JNE Kediri

The case of lost packages by consumers is an act of violation in the delivery agreement because the rights of consumers are not fulfilled. Consumers can file a claim for compensation to PT. JNE. The claim for compensation must be submitted directly by writing on the claim submission form and sent to the PT. JNE no later than 14 (fourteen) working days after the package is declared lost by PT. JNE. Claims for compensation are not served before the consumer pays the costs incurred at the time of delivery of the goods. The amount of compensation can be determined after PT. JNE conducts an investigation on packages that have been declared missing.

In this study, the parties, namely the shipping service provider company, namely PT. JNE Kediri and users/consumers who suffered losses due to lost packages. Implementation of the delivery agreement between PT. JNE Kediri with users/consumers is in accordance with the service standards of PT. JNE Kediri. The JNE Kediri party has shown good faith by notifying users/consumers about the package that was declared lost and after an investigation was declared it was purely the fault of PT. JNE. Furthermore, PT. JNE conveyed to the user/consumer to file a claim for compensation for the lost package.

In this case PT. JNE Kediri has acted very cooperatively and is fully responsible for consumers who have lost packages. The responsibility of service provider companies as business actors is a measure of consumer satisfaction, business actors will always try their best to serve customers, ensure the confidentiality of every data sent from sending letters and goods to their respective destinations according to the promised time. Apart from that, the satisfaction of customers using package expedition services is also seen from the compliance of PT. JNE Kediri in providing compensation to customers if the package is lost.

Conclusion

1. Customers of expedition/delivery services at PT. JNE Kediri is legally protected in articles 1244 and 1245, KUHPer, besides that in Articles 86 and 90 of the KUHD it has also been mentioned about protection for consumers. In Article 4, 7, 16, and Article 45 of the Consumer Protection Law. Furthermore, in the Postal Law, which is written in Article 27 paragraph (2), Article 28, Article 30, and Article 31, protection for service users has also been regulated.
2. PT. JNE Kediri as an expedition/delivery service provider company has an obligation to maintain the security of the package shipment during the package delivery process until the package arrives at its destination. If at the time of delivery the package is lost, then

the PT. JNE is obligated to provide compensation for service users who have suffered losses due to lost packages. The compensation given is by replacing the lost package or by giving compensation in the form of money whose nominal value is the same as the lost package.

3. PT. JNE Kediri prioritizes the interests of consumers, especially in the case of lost packages and seeks a family settlement by taking the negotiation route. As a business actor PT. JNE is obliged to bear the loss of the package due to negligence or error by providing compensation in the form of compensation up to 10 times the value of the shipping cost if the package is not insured.

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