

LEGAL PROTECTION FOR ONLINE MOTORCYCLE TAXI DRIVERS AGAINST UNILATERAL CANCELLATION BY CONSUMERS

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Abstrak

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Gojek,
Unlawful Acts.

The rapid development of app-based transportation services such as Gojek has significantly improved convenience and efficiency in urban mobility. However, alongside these benefits, various legal issues have emerged, particularly related to unilateral cancellations by consumers that cause material and immaterial losses for online motorcycle taxi drivers. These losses may include wasted operational costs, lost income opportunities, time inefficiency, and negative impacts on driver performance ratings within the application system. Such conditions highlight the vulnerability of drivers within the digital platform ecosystem. This study aims to analyze unilateral order cancellations by consumers as a form of breach of contract or unlawful act, as well as to examine the scope of legal protection available to online motorcycle taxi drivers. The research employs a normative legal method, utilizing a statutory approach, case analysis, and conceptual framework analysis to evaluate relevant legal principles and regulations governing digital transportation services. The findings show that unilateral cancellations conducted without valid and justifiable reasons may be legally categorized as breach of contract or as an unlawful act pursuant to Article 1365 of the Indonesian Civil Code, provided that elements of fault, loss, and causality are fulfilled.

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INTRODUCTION

The development of information and communication technology in the digital era has brought significant changes to various aspects of social life, including the transportation sector. The digitalization of transportation services through online applications has shifted conventional transportation patterns toward technology-based systems that are efficient and easily accessible. The presence of online transportation platforms such as Gojek, Grab, and Maxim not only facilitates public mobility but also



creates a new digital economic ecosystem involving application companies, consumers, and drivers as service providers. In Indonesia, PT Gojek Indonesia has become one of the pioneers of application-based transportation since its establishment in 2010. By adopting a partnership concept, Gojek connects online motorcycle taxi drivers with consumers through a digital platform.

This model essentially provides economic opportunities for the community, particularly drivers, while offering fast and flexible transportation options for consumers. However, behind these benefits, the operation of online transportation services also raises complex legal issues, especially concerning the legal relationships among drivers, consumers, and application companies. One of the problems frequently encountered in online motorcycle taxi services is unilateral order cancellation by consumers. Such cancellations are often made without legitimate reasons, even after the driver has accepted the order and partially fulfilled their obligations by heading to the pickup location or waiting at the designated point. This action results in direct losses for online motorcycle taxi drivers, including material losses such as fuel costs and internet quota usage, as well as immaterial losses such as wasted time, energy, and missed opportunities to earn income from other orders.

The phenomenon of unilateral cancellation by consumers reflects an imbalance in the legal positions between drivers and consumers in online transportation service transactions. In many cases, drivers lack effective legal mechanisms to demand accountability from consumers for the losses incurred. This condition is exacerbated by application systems that tend to provide consumers with the convenience of canceling orders without clear legal consequences, while drivers bear the risks unilaterally. Juridically, the relationship between drivers and PT Gojek Indonesia is based on a partnership agreement rather than an employment relationship. This partnership agreement constitutes a legal obligation as regulated under Article 1313 of the Indonesian Civil Code, which is valid and binding if it fulfills the requirements of Article 1320 and adheres to the principle of *pacta sunt servanda* as stipulated in Article 1338 of the Civil Code. Once a valid agreement is established, the parties are bound by rights and obligations that must be performed in good faith. However, in practice, the contents of partnership agreements in the form of standard contracts tend to place drivers in a weaker position, particularly in disputes arising from unilateral cancellations by consumers.

A unilateral cancellation case that went viral on social media in December 2025 clearly demonstrated how online motorcycle taxi drivers suffer losses due to consumers acting in bad faith. In that case, the driver had traveled a considerable distance and waited at the pickup location, only to have the order canceled unilaterally without any compensation for the losses incurred. This phenomenon is not an isolated incident but reflects a systemic issue frequently experienced by many online motorcycle taxi drivers in various regions. From the perspective of civil law, unilateral cancellation by consumers in online motorcycle taxi service orders may be classified as *breach of contract (wanprestasi)*, as consumers fail to fulfill their obligations under the electronic agreement. Additionally, such actions may also constitute an unlawful act if they cause harm to others, as regulated under Article 1365 of the Civil Code. The principle of good faith in electronic transactions is further emphasized in Article 17 paragraph (2) of Law Number 1 of 2024 on Information and Electronic Transactions, which obligates all parties in electronic transactions to refrain from actions that harm others.

Nevertheless, existing legal regulations do not explicitly govern the legal consequences of unilateral cancellations by consumers toward online motorcycle taxi drivers. Minister of Transportation Regulation Number 12 of 2019 recognizes the existence of online motorcycle taxis as a means of public transportation but does not comprehensively regulate legal protection for drivers against harmful consumer actions. Similarly, Law Number 8 of 1999 on Consumer Protection primarily focuses on protecting consumers and has not yet provided balanced legal certainty for drivers as service providers within the online transportation ecosystem. This condition creates normative gaps and legal uncertainty for online motorcycle taxi drivers, particularly regarding the legal consequences of unilateral order cancellations and the forms of legal protection available to them. Therefore, it is essential to further examine the regulation of the legal consequences of unilateral cancellations by online motorcycle taxi consumers from the perspective of Indonesian civil law, as well as the forms of legal protection that should be afforded to drivers to ensure justice, legal certainty, and a balanced distribution of rights and obligations among drivers, consumers, and application companies.

LITERATURE REVIEW

1. Media Representation and News Framing

Media representation refers to the way events, individuals, and social issues are constructed and presented through language, images, and narrative structures in the media. News reporting is not a neutral reflection of reality; rather, it is shaped by editorial choices, institutional interests, and ideological perspectives. Journalists actively select certain facts, sources, and angles while omitting others, resulting in specific interpretations of events. This process is commonly understood through the concept of news framing.

Framing theory explains how media emphasize particular aspects of reality to promote a specific definition of a problem, assign responsibility, make moral judgments, and suggest solutions. Frames influence how audiences understand social issues by highlighting certain meanings while downplaying alternative viewpoints. In cases involving sexual harassment or abuse, media framing becomes especially significant, as it can affect public perceptions of guilt, credibility, and power relations between alleged perpetrators and victims.

Previous studies indicate that high-profile individuals are often framed differently from ordinary suspects. Media coverage may employ cautious language, such as the use of “alleged” or indirect quotations, to avoid legal consequences or reputational risks. At the same time, victims may be framed either sympathetically or skeptically, depending on narrative choices and cultural norms. Therefore, analyzing media representation allows researchers to uncover underlying ideologies and power structures embedded in news discourse, particularly in sensitive cases involving gender, authority, and celebrity status.

2. Discourse Analysis in Media Studies

Discourse analysis is a qualitative research approach that examines how language is used to construct meaning, social reality, and power relations. In media studies, discourse analysis focuses on how news texts are structured linguistically and rhetorically to convey particular perspectives. This approach goes beyond surface meanings by examining word choices, sentence structures, metaphors, and narrative

patterns within media texts.

Critical Discourse Analysis (CDA) is widely applied in media research to explore the relationship between language, power, and ideology. CDA assumes that discourse both reflects and shapes social structures, including dominance, inequality, and marginalization. Through CDA, researchers can identify how media discourse legitimizes certain actors while delegitimizing others, often subtly and implicitly.

In the context of sexual harassment reporting, discourse analysis helps reveal how responsibility is assigned, how agency is distributed, and how victims and alleged perpetrators are positioned within the narrative. For instance, passive constructions may obscure the actor responsible for harmful actions, while active constructions may emphasize accountability. The repeated use of certain labels, such as “celebrity,” “mogul,” or “victim,” also contributes to shaping audience perceptions. Thus, discourse analysis is an essential tool for understanding the deeper meanings and social implications of media texts.

3. Media Coverage of Sexual Harassment Cases

Sexual harassment cases present ethical and journalistic challenges for media institutions. Reporting on such cases requires balancing the public’s right to know with sensitivity toward victims and legal considerations. Previous research shows that media coverage of sexual harassment often reflects broader societal attitudes toward gender, power, and credibility.

Studies have found that victims are sometimes framed through narratives that question their motives, consistency, or behavior, which may lead to victim-blaming. Conversely, alleged perpetrators, particularly those with social or economic power, may be framed more cautiously or defensively. This imbalance can reinforce existing power hierarchies and discourage victims from coming forward.

In recent years, movements such as #MeToo have influenced media practices by increasing awareness of sexual misconduct and encouraging more victim-centered reporting. However, inconsistencies in coverage remain, especially when cases involve influential public figures. Media outlets may adopt different tones, ranging from investigative to neutral or even protective. Therefore, examining how sexual harassment cases are covered by reputable international media is crucial for understanding how journalism contributes to public discourse, social justice, and accountability.

RESEARCH METHOD

This study employs a normative legal research method that focuses on examining legal rules, principles, and doctrines to address legal issues related to unilateral cancellation by online motorcycle taxi consumers and legal protection for drivers. The approaches used include statutory, case study, and conceptual approaches. The statutory approach involves examining relevant legal provisions, including the Indonesian Civil Code, Consumer Protection Law, Information and Electronic Transactions Law, and Minister of Transportation Regulation Number 12 of 2019. The case study approach is used to analyze cases of unilateral cancellation experienced by online motorcycle taxi drivers, while the conceptual approach examines concepts such as breach of contract, unlawful acts, legal protection, good faith, and partnership relationships. Legal materials consist of primary legal sources in the form of legislation and secondary legal sources such as books, academic journals, expert opinions, and relevant legal literature. Legal materials are collected through library research, and analysis is conducted descriptively

and analytically by systematically interpreting legal materials to obtain comprehensive conclusions.

RESULT AND DISCUSSION

1. Regulation of the Legal Consequences of Unilateral Cancellation by Online Motorcycle Taxi Consumers

The development of electronic-based transactions through digital platforms has transformed the pattern of legal relationships among parties. In the context of online motorcycle taxi services, legal relationships do not only occur between consumers and drivers, but also involve the application company as the platform provider. Although transactions are conducted digitally, the resulting legal relationship remains subject to the principles of contract law as regulated in the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*). Thus, every order for an online motorcycle taxi service essentially constitutes a contract that gives rise to rights and obligations for the parties. As a contract, online motorcycle taxi transactions fulfill the essential elements of an agreement, namely the mutual consent of the parties, a specific object, and a lawful cause. Consent is reflected in the consumer's action of placing an order through the application and the driver's acceptance of that order.

The object of the contract is the service of transporting people or goods, while the lawful cause relates to the purpose of using the service, which must not contravene the law. Once the order is accepted by the driver, obligations (*prestasi*) arise that must be fulfilled by each party, namely the driver's obligation to provide the service and the consumer's obligation to pay and to act in good faith in performing the agreement. In practice, however, the performance of the agreement does not always proceed as expected. One common issue that frequently occurs is unilateral cancellation by consumers after the driver has accepted the order, even when the driver has arrived at the pickup location or has purchased goods at the consumer's request.

Based on Article 1266 of the Indonesian Civil Code, "*A resolutive condition is always deemed to be included in reciprocal agreements, in the event that one of the parties fails to fulfill its obligations. In such a case, the agreement does not become null and void by operation of law, but its cancellation must be requested from the court. This request must also be made even if the resolutive condition concerning non-performance is expressly stipulated in the agreement. If the resolutive condition is not stipulated in the agreement, the judge, considering the circumstances and upon the request of the defendant, may grant a period of grace to fulfill the obligation, which shall not exceed one month.*"

The existence of a contract must first be acknowledged by each party. The parties have agreed to be bound by the agreement they have jointly entered into, with binding force equivalent to that of law. Therefore, the parties must perform and fulfill all promises in the form of obligations stipulated in the agreement in order to obtain their respective rights. This applies even if the parties have agreed to set aside certain provisions of the Civil Code, such as Articles 1266 and 1267 of the Civil Code.

Issues arising from the authority to unilaterally cancel an agreement will inevitably create new legal problems when the other party suffers losses. Cancellation without litigation procedures leaves unresolved legal issues, as the aggrieved party may submit a new claim asserting that the contractual relationship remains valid and binding and that one party has committed a breach of contract (*wanprestasi*). However, when judges are

presented with evidence in the form of existing agreements, their considerations become very limited, focusing on the contractual provisions governing cancellation. If no such provisions are stipulated, judges have broader discretion to examine and assess the case. Unilateral cancellation causes real losses to drivers, including material losses such as fuel costs and personal expenses, as well as immaterial losses such as wasted time and energy and the loss of opportunities to accept other orders.

In principle, unilateral cancellation by consumers may be classified as a breach of contract if it is not based on legitimate reasons. Breach of contract occurs when one party fails to perform its obligations as agreed, performs them improperly, performs them late, or performs acts that are prohibited under the agreement. In the context of online motorcycle taxi services, unjustified unilateral cancellation indicates a failure by the consumer to perform the agreement in good faith. In addition to constituting a breach of contract, unilateral cancellation may also be categorized as an unlawful act (*perbuatan melawan hukum*) as regulated in Article 1365 of the Civil Code, provided that the required elements are fulfilled. These elements include the existence of an unlawful act, fault, the occurrence of damage, and a causal relationship between the act and the damage. Unilateral cancellation carried out intentionally and without lawful grounds may be considered an act contrary to the principles of propriety, prudence, and good faith, thereby fulfilling the criteria of an unlawful act.

Liability for unlawful acts is not limited solely to acts that explicitly violate statutory provisions, but also includes acts that contravene norms of morality, propriety, and principles of justice in society. Therefore, unilateral cancellation that disproportionately harms drivers may be regarded as an act violating norms of propriety in digital-based contractual relationships. This becomes increasingly relevant given the economically weaker position of online motorcycle taxi drivers compared to consumers and application companies. Unilateral cancellation may only be justified if it is based on force majeure (*overmacht*) as regulated in Articles 1244 and 1245 of the Civil Code. Force majeure refers to circumstances beyond the capacity and will of the parties that render performance impossible. In the context of online motorcycle taxi services, force majeure may include certain emergency situations, such as natural disasters or conditions that endanger safety. However, claims of force majeure must be objectively proven and may not be used arbitrarily to evade contractual obligations.

Compensation for losses does not always have to take the form of monetary payment. The *Hoge Raad*, in a decision dated 24 May 1918, held that restoring the situation to its original state constitutes the most appropriate form of compensation. The principle accommodated by Article 1365 of the Civil Code is to ensure that victims of unlawful acts are restored to the condition that existed before the loss occurred, or at least to a condition as close as possible to it had the unlawful act not taken place. Accordingly, what is sought is substantial restoration, which may be more appropriate than monetary compensation that merely reflects an equivalent value. A person who suffers damage as a result of an unlawful act has the right to request restitution in kind or restoration to the original condition.

In addition to the right to seek compensation or restoration, victims have the right to request the court to declare that the perpetrator's act constitutes an unlawful act. In this context, victims may ask the court to issue a declaration that the act is unlawful without necessarily filing a claim for damages. Victims are also permitted to submit multiple claims simultaneously; however, one form of compensation cannot encompass

two types of remedies at the same time. In other words, it is not possible to restore the original situation while simultaneously requesting monetary compensation. Furthermore, the *Hoge Raad* decision dated 17 November 1967 established that a person who commits an unlawful act may be required to pay monetary compensation to the party suffering losses as a result of the act. However, in situations where the injured party submits a specific claim and the judge deems it appropriate, the perpetrator may also be required to perform other actions that can eliminate the damage caused. The Civil Code does not stipulate elements or provide limitations regarding the criteria of an unlawful act; therefore, judges are granted the authority to interpret the implementation of fault or liability under these provisions. The Civil Code merely affirms that anything contrary to statutory law constitutes an unlawful act.

Based on jurisprudence under the *HIR* since 31 January 1919, acts considered unlawful must constitute deviations from applicable statutory regulations. It is further emphasized that there must be a close causal relationship between fault and the damage incurred in order to determine liability for compensation. Liability may also arise from negligence, which must be proven, including liability for damages caused by individuals under one's supervision while carrying out assigned duties. The Consumer Protection Act provides avenues for dispute resolution through the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen – BPSK*), which is authorized to resolve disputes quickly, simply, and at low cost, including disputes arising from unilateral cancellation of agreements by consumers. The BPSK may decide on compensation or order the fulfillment of obligations if informal negotiations fail. If non-litigation mechanisms prove ineffective, the aggrieved party may file a civil lawsuit in court based on breach of contract or unlawful acts. Although litigation offers stronger legal certainty, it is generally considered a last resort due to the time and costs involved. In addition, within online motorcycle taxi services, platform companies provide internal complaint mechanisms as a form of repressive protection, such as granting compensation or imposing sanctions on consumers, although their effectiveness largely depends on company policies. Dispute resolution must be grounded in the principles of good faith and proportionality so that the burden of losses is not borne unilaterally. Unilateral cancellation may also carry criminal implications if it involves elements of fraud as regulated in Article 378 of the Indonesian Criminal Code. Therefore, dispute resolution must be conducted in a gradual and comprehensive manner to ensure justice and legal certainty for all parties.

Viewed from the content of the agreement, the Gojek partnership e-contract constitutes a standard contract containing exoneration clauses. Exoneration clauses are a form of standard contract provisions that exempt an individual or business entity from certain obligations or liabilities. Upon closer examination of the Gojek partnership e-contract, this partnership cooperation contains several prohibited standard clauses that may render the agreement null and void by operation of law. Simply put, from the perspective of its form, the Gojek partnership e-contract is a contract that includes exclusions of obligations or liabilities for the company. Accordingly, the Gojek partnership e-contract does not contain any provision stating the responsibility of PT Gojek toward its partners (drivers). Partners (drivers) are considered independent partners; therefore, events occurring in the course of their work are their own responsibility rather than that of the company. The company is only responsible toward consumers and bears no responsibility for deviant acts or crimes committed by or

suffered by partners (drivers). PT Gojek and its partners (drivers) have equal or equivalent legal standing. Consequently, it can be concluded that regarding losses suffered by partners (drivers) due to unilateral cancellation of Go-Shop orders by consumers using the cash-on-delivery payment method, the company bears no responsibility for such losses because it holds an equal position as a partner.

Thus, there is a significant discrepancy between the normative provisions contained in the e-contract and their implementation in operational practice. The e-contract explicitly states that PT Gojek has no obligation to provide compensation for losses suffered by partners and is limited only to the authority to impose sanctions on consumers in the form of temporary or permanent account suspension. This provision reflects the company's position as an application service provider that does not place itself as a party directly responsible for interactions between consumers and partners, but rather as a facilitator connecting the two parties through a digital platform. Nevertheless, in daily service practices, PT Gojek applies more adaptive and responsive policies toward partners facing losses, particularly in cases of unilateral cancellation by consumers in Go-Shop services.

2. Legal Protection for Online Motorcycle Taxi Drivers Against Unilateral Cancellation by Consumers

Unilateral cancellation of transactions in platform-based digital services, particularly online motorcycle taxis, cannot be separated from the construction of legal relationships that arise between application companies, drivers, and consumers. Transactions conducted through applications essentially constitute agreements as referred to in the Indonesian Civil Code, which give rise to rights and obligations for the parties. Within such agreements, there are performances (*prestasi*) that must be fulfilled by each party, both by drivers as service providers and by consumers as service users. When one party fails to perform its obligations as agreed, a condition of breach of contract (*wanprestasi*) arises, resulting in legal consequences. In the context of unilateral cancellation by consumers, such actions may be classified as breach of contract if carried out without legitimate reasons and cause losses to drivers, particularly when drivers have already fulfilled their obligations, such as arriving at the pickup location or purchasing goods at the consumer's request.

The legal relationship between drivers and application companies is based on partnership agreements embodied in electronic contracts, in which drivers are positioned as independent partners rather than employees in an employment relationship. Nevertheless, such partnership contracts are generally standard-form agreements drafted unilaterally by application companies, thereby creating an imbalance in bargaining positions and limiting the scope of legal protection available to drivers. In practice, unilateral cancellation by consumers results in various forms of losses for online motorcycle taxi drivers, both material and immaterial. Material losses include operational costs such as fuel expenses, personal expenditures for purchasing goods, and potential income loss due to the driver's inability to accept other orders. In addition, unilateral cancellation also results in irrecoverable losses of time and energy and negatively affects drivers' account performance within the application system.

The compensation policy implemented by PT Gojek in such cases demonstrates a broader form of moral and managerial responsibility than what is explicitly stated in the electronic agreement. Although such compensation is limited to reimbursement of shopping expenses and does not include service fees that should constitute the driver's

entitlement, this measure indicates that PT Gojek still considers the interests of its partners as part of its business ecosystem. This action is not purely contractual in nature but rather reflects corporate discretion in managing partnership relations. It illustrates that, in operational practice, the company does not merely perform administrative functions based on contracts, but also incorporates sustainability and harmonious relationships with partners as part of its long-term business strategy.

When service fees are excluded from compensation schemes, an imbalance arises between the risks borne by partners and the form of protection they receive. This situation leads to the conclusion that partners' bargaining positions remain relatively weaker compared to both the company and consumers, thereby necessitating an evaluation of the partnership structure to ensure compliance with principles of contractual justice. Furthermore, the discrepancy between contractual provisions and operational practices can be understood through the lens of flexible labor relations theory within the digital economy. Platforms such as Gojek adopt partnership models that classify partners as independent contractors without subordinate employment relationships. This model allows companies to avoid responsibilities inherent in formal employment relationships, such as social security, minimum wage obligations, or full protection against work-related losses. However, operationally, companies remain highly dependent on partners as primary service providers. Consequently, there is a practical need for companies to maintain partner satisfaction and loyalty through compensation policies or limited protections to ensure the effective functioning of the business ecosystem.

The inconsistency between contractual norms and operational practices may also be analyzed from the perspective of consumer protection law and the principle of good faith in contractual relations. Theoretically, platform providers have an obligation to create fair and secure transactional environments for all parties involved. If unilateral cancellation by consumers results in losses for partners, the platform provider may be viewed as having a responsibility to ensure that such losses do not disproportionately burden partners. Such responsibility is not always legal-formal in nature, but may arise from social expectations and evolving standards of business ethics as society becomes increasingly dependent on digital platform-based services. In this context, PT Gojek's limited compensation policy may be viewed as an implementation of the principle of good faith in contractual relationships. The company acknowledges the burden borne by partners and attempts to provide solutions that, although not fully compensatory, demonstrate concern for partner conditions. However, from an academic perspective, such measures cannot yet be considered sufficient to fulfill the principle of distributive justice, which requires a more balanced distribution of risks among companies, partners, and consumers. If examined further, compensation practices that exclude service fees may establish unfavorable precedents for partners in the long term.

Partners may remain vulnerable to recurring incidents without assurance that non-material losses or other operational costs will be covered. This may reduce partner motivation, hinder service efficiency, and ultimately affect service quality for consumers. Therefore, the development of more comprehensive compensation policies is an urgent necessity to create a sustainable and equitable service ecosystem. Moreover, this phenomenon opens broader discussions regarding the urgency of clearer regulations governing partnership relationships between digital platform companies and driver partners. Existing regulations have not yet fully accommodated the dynamic risks

arising from application-based service interactions.

The partnership agreement between PT Gojek Indonesia and driver partners grants the company broad authority to impose sanctions for violations of terms and conditions, including warnings, application access termination, agreement termination, and civil or criminal legal actions. The agreement explicitly designates drivers as independent contractors rather than company employees, thereby assigning all operational risks and losses incurred during service provision to the partners. Additionally, partners are required to comply with pricing provisions, revenue-sharing arrangements, codes of ethics, and restrictions on using other platforms, while the company is exempted from liability for losses experienced by drivers. These clauses are unilaterally drafted in electronic contracts (e-contracts) that constitute standard-form agreements containing exoneration clauses, placing drivers in legally weaker positions. Although formally such partnerships do not violate the Electronic Information and Transactions Law, the substance of the agreement reflects imbalances in rights and obligations and potentially disregards principles of justice and freedom of contract. Consequently, when losses arise due to breach of contract or unlawful acts in online motorcycle taxi services, drivers tend to bear disproportionate risks.

The legal relationship between drivers and application companies is generally based on partnership agreements embodied in electronic contracts. Despite being labeled partnerships, these contracts often contain exoneration clauses that limit or eliminate company liability for losses suffered by drivers as a result of consumer actions. This condition creates bargaining power imbalances and potentially conflicts with principles of contractual justice and protection for weaker parties. Legal protection for online motorcycle taxi drivers against unilateral cancellation by consumers may be pursued through various dispute resolution mechanisms. Non-litigation approaches include internal complaints to application companies, negotiation, mediation, or recourse to the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen – BPSK*). Litigation may be pursued through civil lawsuits based on breach of contract or unlawful acts if non-litigation efforts fail to provide satisfactory outcomes. Thus, unilateral cancellation by consumers in online motorcycle taxi services is not merely a technical application usage issue, but a legal matter directly affecting justice and legal certainty for drivers. Accordingly, stronger regulations and more equitable legal protection mechanisms are required to ensure balanced legal relationships within the digital economy ecosystem based on the principle of good faith.

Consumers bear responsibility to provide accurate and truthful information to drivers. Inaccurate addresses, order details, or travel instructions may result in route errors, wasted time, and fuel consumption. Such losses are often borne by drivers without compensation, particularly when application companies lack protective policies for certain cases. In delivery services such as Go-Food, Grab-Food, or Go-Shop, incomplete information or unilateral order modifications by consumers may cause financial losses for drivers. In this context, consumers' obligation to provide accurate data represents the contractual principle that transactions must be conducted in good faith and with due regard for the interests of other parties. Accordingly, consumers' actions in providing accurate information constitute moral and legal responsibilities that cannot be ignored.

Consumer responsibility also extends to travel safety. Drivers are obligated to transport consumers safely to their destinations. However, consumers must also ensure

their own safety and refrain from actions that endanger drivers or other road users. For instance, consumers are prohibited from pressuring drivers to violate traffic regulations for personal convenience. Additionally, uncooperative consumer behavior, such as distracting drivers, disputing routes while driving, or failing to wear helmets, may increase accident risks. From a service ethics perspective, safety constitutes a shared responsibility between drivers and consumers. Consumers acting recklessly may be categorized as contributing to potential accidents, and such behavior is morally unjustifiable. Therefore, consumers bear social responsibility to maintain safety throughout the journey.

Consumer responsibility in service evaluation through rating systems also requires special attention. Rating systems significantly influence drivers' work sustainability. Unjustified negative ratings may severely impact driver account performance and potentially result in reduced incentives or account suspension. Consumers often use ratings as emotional expressions rather than objective service evaluations. For example, low ratings may be given due to factors beyond drivers' control, such as traffic congestion, adverse weather, or application pricing policies. Consequently, rating systems demand consumer responsibility to remain objective, fair, and proportional. When ratings are misused, consumers undermine distributive justice principles by imposing disproportionate burdens on drivers.

Beyond ratings, consumer communication behavior is a crucial determinant of driver comfort and safety. Consumers bear responsibility to communicate clearly, politely, and without intimidation. Actions such as coercing drivers, threatening to report accounts without valid reasons, or using abusive language not only damage transactional relationships but also violate moral norms and digital ethics. In criminal law contexts, acts such as insults, threats, or coercion may constitute punishable offenses. Therefore, consumer responsibility is not merely moral but may entail legal consequences. Polite and cooperative behavior constitutes a minimum social obligation to support safe and humane work ecosystems.

Consumer responsibility toward online motorcycle taxi drivers may also be examined through distributive justice theory. According to John Rawls, a system is just when benefits and burdens are distributed equitably without disadvantaging vulnerable parties. In online motorcycle taxi contexts, drivers constitute vulnerable parties due to their economic dependence on daily income. Consumers, as direct beneficiaries of services, bear responsibility to avoid exacerbating drivers' uncertainties through irresponsible actions. Unilateral cancellations, order manipulation, or exploitation of system loopholes for personal gain undermine distributive justice principles. Therefore, consumers have moral obligations to act fairly and proportionally in interactions with drivers.

Consumers are key stakeholders within digital service ecosystems. Although they do not occupy organizational structures within application companies, their actions significantly affect drivers' working conditions. Utilitarian ethics emphasize that actions are justified when they maximize benefits for all involved parties. In this context, consumers' responsibility to avoid harming drivers reflects efforts to promote collective welfare. Deontological ethics further assert that individuals have moral duties not to treat others merely as means to personal ends. When consumers unfairly exploit drivers, such as ordering services without intent to use them, they violate fundamental moral principles. Thus, business ethics affirm consumers' essential roles in maintaining justice

within online motorcycle taxi ecosystems.

Beyond moral and legal responsibilities, consumers also bear social responsibilities to support driver job sustainability. Most online motorcycle taxi drivers rely on daily income systems, meaning consumer actions directly affect their earnings. Consumers should recognize that order cancellations or absences after driver arrival may result in lost income opportunities. In this context, consumer social responsibility transcends application compliance and entails respecting drivers' efforts and time. Responsible consumer behavior not only alleviates driver burdens but also contributes to more humane service ecosystems. Consequently, consumer actions play critical roles in shaping sustainable and mutually respectful service cultures.

Consumer-driver relationships reflect social class dynamics within digital economies. Drivers are often treated as informal workers lacking full protections, while consumers possess stronger bargaining positions. Such inequalities may foster unequal social relations and opportunities for consumer exploitation. Therefore, consumers bear responsibility to avoid reinforcing such inequalities through arbitrary behavior. Consumer social awareness regarding driver working conditions is essential for maintaining harmonious service relationships. Accordingly, digital literacy education and media ethics become vital for cultivating more responsible consumer behavior.

Consumers also play crucial roles in providing honest and responsible information to application companies. In conflicts between consumers and drivers, inaccurate reports may result in unjust sanctions against drivers. Consumers bear moral obligations to submit objective reports without manipulating facts to exploit complaint systems. Dishonest behavior, such as submitting false reports, may directly harm drivers, particularly if companies impose sanctions without thorough investigations. Under Indonesian law, false reporting may constitute unlawful acts. Therefore, consumers bear responsibility for honesty within dispute resolution mechanisms.

Overall, consumer responsibility toward online motorcycle taxi drivers encompasses legal, moral, social, and ethical dimensions. Although application companies play dominant roles in service governance, consumers remain key actors shaping drivers' work experiences. Consumers must recognize that their actions carry tangible consequences for drivers. Accordingly, consumers should act in good faith, maintain objectivity in evaluations, communicate cautiously, and respect drivers' time and efforts. Responsible consumer behavior constitutes a fundamental pillar in sustaining equitable online transportation ecosystems.

The Indonesian government, through Minister of Transportation Regulation No. 12 of 2019, affirms that application companies must provide certain safety standards for drivers as part of platform-based transportation services. Thus, safety responsibilities extend beyond individual drivers and constitute obligations of companies and government through applicable regulations. Moreover, drivers possess rights to fair income and tariff calculation transparency. Partnership relationships must not justify neglecting economic welfare aspects for partners operating under uncertain conditions. Drivers have rights to understand tariff calculations, algorithmic order distributions, and incentive determinations. Tariff structure opacity may lead to injustice by preventing accurate income prediction. Empirical studies demonstrate that significant income fluctuations resulting from internal platform policy changes without adequate communication constitute major gig economy challenges. Therefore, transparency constitutes a fundamental right that application companies must ensure to foster healthy

work ecosystems.

Furthermore, drivers possess rights to personal data protection, as their activities are recorded and analyzed by company algorithms. Application-based services manage driver data such as location, travel histories, performance metrics, and personal information as valuable assets. The Personal Data Protection Law affirms individual privacy rights and safeguards against misuse. Misuse of such data or opaque policy-making based on it constitutes rights violations. International studies on platform workers indicate that opaque algorithmic control represents modern exploitation forms necessitating stronger data and privacy protections.

Drivers also possess rights to protection against harmful consumer actions such as unilateral cancellations, fake orders, intimidation, and unfair ratings. Consumers, as service beneficiaries, bear obligations under Consumer Protection Law to act in good faith. In this context, drivers are entitled to seek protection when order cancellations lack legitimate reasons or when negative ratings are issued without objective evaluations. Preventive legal protection for driver partners is articulated within Consumer Protection Law provisions. The law protects not only consumer rights but also business actors and government interests. Based on balance principles, the law establishes rights and obligations for business actors regulating commercial relationships. Drivers qualify as business actors under the law, as it defines business actors broadly to include intermediaries between producers and consumers, such as agents or distributors. Accordingly, drivers fall within business actor categories governed by Consumer Protection Law. Beyond protecting consumer rights, the law also aims to encourage prudent, honest consumer behavior and prevent actions harming business actors.

Unilateral cancellation of Go-Shop orders using cash payment methods by consumers resulting in driver losses constitutes violations of business actor rights under Article 6 of Consumer Protection Law, particularly rights to good faith and fair payment. Consequently, preventive legal protection for business actors against unilateral consumer cancellations is affirmed under Article 6, emphasizing rights to fair compensation and consumer good faith. Repressive legal protection for drivers experiencing losses due to consumer Go-Shop cancellations is regulated through PT Gojek user e-contract provisions and Minister of Transportation Regulation No. 118 of 2016 concerning Special Rental Transportation Services. These instruments provide normative bases for resolving disputes and addressing driver losses arising from consumer actions.

PT Gojek's user e-contract stipulates that if Gojek becomes aware or reasonably suspects that consumers have engaged in immoral acts, violations, crimes, or actions contravening usage terms or applicable laws, Gojek may suspend or terminate consumer accounts, restrict application access, conduct investigations, seek compensation, report to authorities, or undertake necessary legal actions. Gojek will conduct investigations and facilitate service providers or driver partners in reporting violations to authorities upon receiving reports of usage term breaches or legal violations. The legal framework governing online motorcycle taxi operations such as Gojek is stipulated under Minister of Transportation Regulation No. 118 of 2018 concerning Special Rental Transportation Services. This regulation outlines service forms, operational procedures, public participation, administrative sanctions, supervision mechanisms, and application-based transportation governance. Article 32 paragraph (1) affirms that public protection in

special rental transportation extends to both passengers and drivers. Article 32 paragraph (3) further specifies driver protection through complaint services and dispute resolution mechanisms. Accordingly, driver partners possess rights to file complaints regarding losses caused by irresponsible consumer actions.

Drivers may submit complaints through Gojek customer service channels, although such mechanisms are not explicitly regulated in Gojek e-contracts. This indicates regulatory gaps concerning institutions authorized to handle business actor complaints. This contrasts with consumer protections, where Article 52 of Consumer Protection Law explicitly authorizes consumers to report disputes to Consumer Dispute Settlement Agencies (BPSK). Nonetheless, in practice, BPSK may accept complaints from business actors when disputes involve consumer actions. Thus, legal protection implementation exhibits flexibility despite lacking comprehensive regulation for business actors such as online motorcycle taxi drivers. Repressive legal protection for drivers is fundamentally regulated under PT Gojek e-contract user provisions and Article 32 paragraphs (1) and (3) of Minister of Transportation Regulation No. 118 of 2018. However, neither Gojek e-contracts nor regulations explicitly establish legal protection mechanisms for drivers affected by unilateral Go-Shop order cancellations by consumers causing losses. In certain circumstances, consumers providing false information such as incorrect addresses or phone numbers may be classified as committing fraud under Article 378 of the Indonesian Criminal Code, punishable by up to four years' imprisonment. Thus, even absent explicit protective provisions, criminal law bases may apply to fraudulent consumer conduct harming drivers.

Such losses demonstrate imbalances in performance exchanges, where drivers fulfill obligations while consumers unilaterally withdraw without proportional consequences. Normatively, application companies often limit liabilities through exoneration clauses, stating that losses from consumer cancellations are not company responsibilities. Nevertheless, operationally, companies may provide limited compensation under internal policies, although such measures do not fully reflect justice principles due to incomplete loss coverage. Unilateral cancellation should also be analyzed under unlawful act provisions in Article 1365 of the Civil Code. Consumers intentionally canceling orders without justification and causing driver losses may bear legal liability if unlawful act elements are satisfied, including actions, fault, losses, and causal relationships. However, not all unilateral cancellations automatically qualify as unlawful acts, as civil law recognizes force majeure concepts under Articles 1244 and 1245. In emergencies beyond consumer control, cancellations may be justified and exempt from liability if lawfully proven. Therefore, unilateral cancellation assessments must be proportional, considering good faith, reasonableness, and balanced interests.

Dispute resolution for unilateral cancellation consequences may be pursued through non-litigation or litigation mechanisms. Non-litigation approaches include complaints to application companies, negotiations, mediation, and conciliation. Consumer Dispute Settlement Agencies may adjudicate compensation or obligation fulfillment disputes. If non-litigation efforts fail, drivers may file civil lawsuits based on breach of contract or unlawful acts. Although litigation offers stronger legal certainty, it often entails significant time and costs, rendering it less effective for drivers in practice. Consequently, unilateral consumer cancellations in online motorcycle taxi services represent not merely transactional technicalities but broader contractual justice issues within digital economies. Therefore, stronger regulations and more balanced legal

protection mechanisms are essential to prevent continued driver vulnerability and disproportionate losses from unilateral consumer actions.

CONCLUSION

Based on the discussion, it can be concluded that unilateral cancellation by consumers in online transportation services such as Gojek produces legal consequences. When such cancellation is carried out without legitimate reasons and in violation of the agreed electronic contract, it may be classified as a breach of contract or an unlawful act under Articles 1243 and 1365 of the Civil Code. The losses suffered by drivers, including operational costs, wasted time, and lost income opportunities, fulfill the legal elements of compensable damage. Consequently, legal relationships in digital services remain governed by civil law principles concerning contractual responsibility.

Furthermore, legal protection for online motorcycle taxi drivers against unilateral consumer cancellation remains inadequate. Partnership agreements in electronic contract form are largely unilateral and fail to provide balanced protection for drivers. Drivers often bear losses without effective compensation mechanisms. Therefore, strengthening legal protection through fairer partnership contracts, explicit regulatory frameworks, and accessible dispute resolution mechanisms is essential to ensure justice, legal certainty, and balanced legal relations within the digital transportation ecosystem.

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