



Corporate Liability and Legal Protection for Ride-hailing App Drivers for Consumer- Initiated Order Cancellations

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Abstract. The rapid expansion of digital platform services has transformed transportation and food delivery transactions, creating new legal challenges regarding the allocation of responsibility among platform operators, consumers, and drivers. Through its Go-Food feature, Go-Jek enables consumers to purchase food while drivers initially bear the purchase costs, making them vulnerable to financial losses resulting from consumer-initiated order cancellations and fraudulent transactions. Despite the growing prevalence of such disputes, the legal protection available to platform-based drivers and the extent of platform liability remain insufficiently addressed within Indonesia's regulatory framework. This study examines the corporate liability of PT Go-Jek Indonesia and evaluates the legal protection afforded to drivers under Indonesian law. Using a qualitative legal research design with a conceptual approach, the study analyzes primary legal materials, including the Civil Code, Law Number 8 of 1999 on Consumer Protection, and Law Number 22 of 2009 on Road Traffic and Transportation, supported by relevant secondary sources. The findings indicate that fault-based liability under Articles 1365–1367 of the Civil Code provides a legal basis for holding PT Go-Jek Indonesia accountable when drivers incur losses beyond their control. Furthermore, contractual clauses that shift operational risks entirely to drivers are inconsistent with the principles of fairness and good faith. The study recommends strengthening platform governance through compensation mechanisms, enhanced transaction verification systems, and regulatory reforms that explicitly address digital platform transactions. These measures are expected to improve legal certainty, strengthen the protection of platform-based drivers, and promote greater trust in Indonesia's digital economy.

Keywords: Consumer Order Cancellation; Digital Platform Transactions, Go-Jek Drivers, Legal Protection, Platform Liability.

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Abstrak. Perkembangan pesat layanan platform digital telah mengubah transaksi transportasi dan pengiriman makanan, menciptakan tantangan hukum baru terkait alokasi tanggung jawab antara operator platform, konsumen, dan pengemudi. Melalui fitur Go-Food-nya, Go-Jek memungkinkan konsumen untuk membeli makanan sementara pengemudi awalnya menanggung biaya pembelian, sehingga mereka rentan terhadap kerugian finansial akibat pembatalan pesanan yang dilakukan konsumen dan transaksi curang. Terlepas dari meningkatnya prevalensi perselisihan semacam itu, perlindungan hukum yang tersedia bagi pengemudi berbasis platform dan sejauh mana tanggung jawab platform masih belum cukup ditangani dalam kerangka peraturan Indonesia. Studi ini meneliti tanggung jawab korporasi PT Go-Jek Indonesia dan mengevaluasi perlindungan hukum yang diberikan kepada pengemudi berdasarkan hukum Indonesia. Dengan menggunakan desain penelitian hukum kualitatif dengan pendekatan konseptual, studi ini menganalisis materi hukum primer, termasuk KUHP, Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen, dan Undang-Undang Nomor 22 Tahun 2009 tentang Lalu Lintas dan Transportasi Jalan, yang didukung oleh sumber sekunder yang relevan. Temuan menunjukkan bahwa tanggung jawab berbasis kesalahan berdasarkan Pasal 1365–1367 KUHP memberikan dasar hukum untuk meminta pertanggungjawaban PT Go-Jek Indonesia ketika pengemudi mengalami kerugian di luar kendali mereka. Lebih lanjut, klausul kontrak yang mengalihkan risiko operasional sepenuhnya kepada pengemudi tidak konsisten dengan prinsip keadilan dan itikad baik. Studi ini merekomendasikan penguatan tata kelola platform melalui mekanisme kompensasi, peningkatan sistem verifikasi transaksi, dan reformasi peraturan yang secara eksplisit membahas transaksi platform digital. Langkah-langkah ini diharapkan dapat meningkatkan kepastian hukum, memperkuat perlindungan pengemudi berbasis platform, dan mendorong kepercayaan yang lebih besar pada ekonomi digital Indonesia.

Kata kunci: Pembatalan Pesanan Konsumen; Transaksi Platform Digital, Pengemudi Go-Jek, Perlindungan Hukum, Tanggung Jawab Platform.

1. Introduction

Advances in information and communication technology have accelerated the growth of digital platform ecosystems, transforming conventional transactions into app-based services that offer greater efficiency, convenience, and accessibility. Beyond e-commerce, platformization has fundamentally reshaped urban transportation through ride-hailing applications that integrate passenger transport, logistics, and food delivery into a single digital ecosystem.¹ While these innovations have improved service efficiency and expanded consumer choice, they have also reconfigured legal relationships among platform operators, consumers, and drivers by shifting commercial risks and responsibilities within digitally mediated transactions.²

Online ride-hailing services have become an integral part of urban mobility by enabling consumers to access transportation and food delivery through mobile applications. In Indonesia, although motorcycles are not formally recognized as public transportation under Law Number 22 of 2009 on Road Traffic and Transportation, app-based motorcycle taxi services remain widely used to meet public mobility needs.³ Among these services, GO-FOOD adopts a business model in which drivers purchase food from merchants using their own funds before receiving reimbursement from consumers together with delivery fees, placing drivers in the position of intermediaries who bear operational risks.⁴

¹ Shaker A. Zahra et al., “How digital technology promotes entrepreneurship in ecosystems,” *Technovation* 119, no. 3 (2023): 102457. See also, Bunga Aditi et al., “The impact of digital promotion and the quality of go-food application services on purchase decisions,” *Jurnal Ekonomi* 12, no. 01 (2023): 430.

² Catherine Barnard, “The serious business of having fun: EU legal protection for those working online in the digital economy,” *International Journal of Comparative Labour Law and Industrial Relations* 39, no. 2 (2023): 25. See also, Budi Santoso et al., “Karakteristik hubungan hukum antara pengemudi ojek online dan perusahaan aplikasi,” *Masalah-Masalah Hukum* 52, no. 2 (2023): 178; Siti Mariyam et al., “Legal Uncertainty and Its Implications for Innovation and Equality in Ride-Hailing,” *Volkgeist: Jurnal Ilmu Hukum dan Konstitusi* 8, no. 1 (2025): 141; Soo Jeong Hong et al., “Drivers of supplier participation in ride-hailing platforms,” *Journal of management information systems* 37, no. 3 (2020): 622.

³ Suhartoyo et al., “Legal aspects of PT. Gojek Indonesia in the partnership agreement dealing with the public transport standards,” In *E3S Web of Conferences*, (Les Ulis: EDP Sciences, 2018), 2006. See also, Anis Agustin, and Khuzaini Khuzaini, “Persepsi Masyarakat Terhadap Penggunaan Transportasi Online (Go-Jek) Di Surabaya,” *Jurnal Ilmu dan Riset Manajemen (JIRM)* 6, no. 9 (2017): 38; Santoso et al., “Karakteristik hubungan hukum antara pengemudi ojek,” 178.

⁴ M. Kharis Mawanda, and Adam Muhshi, “Perlindungan hukum mitra ojek daring di Indonesia,” *Lentera Hukum* 6, no. 1 (2019): 43. See also, Abdullah Muhammad Yahya et al., “Rights Protection Guarantee for the Partners of Indonesian Gojek Company according to Labour Laws no 13 of 2033 and Maqasid,” *Al-Manahij: Jurnal Kajian Hukum Islam* 16, no. 1 (2022): 124.

Despite its efficiency, this model exposes drivers to significant legal and economic risks when consumers unilaterally cancel orders after the purchasing process has begun. In many cases, drivers incur financial losses because they have already paid for the orders, while the platform provides no mandatory compensation mechanism. Such risk allocation places drivers in a substantially weaker bargaining position and reflects broader concerns regarding platform accountability and the absence of adequate legal protection for gig workers.⁵

A survey conducted by the Institute for Development of Economics and Finance (INDEF) involving 516 ride-hailing drivers from GO-JEK and Grab found that 81% of drivers experienced fictitious orders at least once every week, while 37% reported receiving fictitious orders on a daily basis. These findings indicate that fraudulent orders and cancellations are widespread problems that expose drivers to recurring financial losses and operational risks.⁶ From a legal perspective, this contradicts the Civil Code (*Burgerlijk Wetboek* /BW), particularly Article 1338, which requires agreements to be carried out in good faith, and Article 1266, which stipulates that cancellation must meet certain conditions.⁷

Moreover, there remains a regulatory gap in protecting drivers in digital transactions. Law Number 22 of 2009 does not specifically regulate the relationship between platform providers, drivers, and consumers, while the Civil Code is still oriented toward conventional agreements. Moreover, no explicit rules require platform providers to compensate drivers for losses caused by consumer cancellations, reflecting a lack of transparency and accountability in the system.⁸ In addition, previous studies have examined ride-hailing platforms from diverse but fragmented perspectives. Legal scholarship has primarily focused on the employment status of drivers, partnership agreements, labour rights, and regulatory uncertainty surrounding platform work.⁹ Other studies have emphasized

⁵ Xin Li et al., "Time-based or fixed fee? How to penalize cancellation of orders of car-hailing applications," *International Journal of Production Economics* 232, no. 3 (2021): 107960. See also, Kai Xu et al., "Economic analysis of ridesourcing markets considering driver order cancellation and platform subsidy," *Travel Behaviour and Society* 36, no. 4 (2024): 100790; Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141; Barnard, "The serious business of having fun," 25.

⁶ Indiana Malia, "Survei INDEF: 81% Driver Ojek Online Jadi Korban Order Fiktif," *IDN Times*, June 7, 2018. <https://www.idntimes.com/news/indonesia/survei-indef-81-driver-ojek-online-jadi-korban-order-fiktif-00-9751v-hhcxsg>.

⁷ May Shinta Retnowati et al., "Penerapan Asas Itikad Baik dalam Perjanjian Waralaba Ditinjau dari Pasal 1338 KUH Perdata," *Al Ahkam* 17, no. 1 (2021): 16.

⁸ Wynn, and Jones, "Corporate responsibility in the digital era," *Information* 14, no. 6 (2023): 324.

⁹ Mimi Zou, "The regulatory challenges of 'Uberization' in China: classifying ride-hailing drivers," *International Journal of Comparative labour law and industrial relations* 33, no. 2 (2017): 25. See also, Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43; Yahya et al., "Rights Protection Guarantee for," 124.; Barnard, "The serious business of having fun," 25;

occupational safety, fatigue, violence prevention, operational compliance, and technology-based safety systems for drivers.¹⁰ Additional research has explored privacy protection, identity verification, and secure ride-matching technologies, while economic studies have investigated platform pricing, driver participation, order cancellation behaviour, compensation schemes, and subsidy mechanisms.¹¹ Collectively, these studies have significantly advanced understanding of platform work from labour, technological, operational, and economic perspectives.¹² Nevertheless, they pay limited attention to the legal consequences arising when consumers unilaterally cancel food-delivery orders after drivers have incurred financial expenditures on behalf of consumers.

More importantly, existing scholarships has rarely unilateral order cancellation examined through the perspective of corporate liability and legal protection for

Santoso et al., “Karakteristik hubungan hukum antara pengemudi ojek,” 178; Mariyam et al., “Legal Uncertainty and Its Implications for Innovation,” 141.

¹⁰ Indri Hapsari Susilowati et al., “Safety Risk Factors amongst Online Motorcycle Taxi Drivers,” *Indian Journal of Public Health Research & Development* 9, no. 10 (2018): 30. See also, Michael Berneking et al., “The risk of fatigue and sleepiness in the ridesharing industry: an American Academy of Sleep Medicine position statement,” *Journal of clinical sleep medicine* 14, no. 4 (2018): 684; Benish Chaudhry, “Passenger safety in ride-sharing services,” *Procedia computer science* 130, no. 4 (2018): 1047; Ulfiatul Azizah, “Determinan of Safety Riding on Gojek Rider Community at the Jember Regency,” *The Indonesian Journal of Occupational Safety and Health* 13, no. 2 (2024): 231; Yavuz Idug, “Do ride-hailing drivers’ psychological behaviors influence operational performance?,” *International Journal of Operations & Production Management* 43, no. 12 (2023): 2063; Yueyang Su et al., “Tripsafe: Retrieving safety-related abnormal trips in real-time with trajectory data,” In *Proceedings of the 46th International ACM Sigir Conference on Research and Development in Information Retrieval*, (July 18, 2023): 2448; Saeed Jaydarifard, “Risk factors and safety strategies for mitigating violations, harassment and assault in taxi and ride-hailing services,” *Transport Reviews* 45, no. 5 (2025): 786; Mohannad Waleed et al., “AI Models for Real-Time Violence Detection,” In *International Conference on Advanced Machine Learning Technologies and Applications*, (Cham: Springer Nature Switzerland, 2025): 91.

¹¹ Xiaolei Wang et al., “Customer behavioural modelling of order cancellation in coupled ride-sourcing and taxi markets,” *Transportation Research Procedia* 38, no. 3 (2019): 863. See also, Felisha Jessenia et al., “The Impact of Dynamic Pricing on Customer Satisfaction and Continuous Usage Behavior in Ride-Hailing Applications,” In *2025 International Conference on Computer Engineering, Network and Intelligent Multimedia (Cenim)*, (New York: IEEE, 2025): 397; Hong et al., “Drivers of supplier participation in ride-hailing platforms,” 622; Li et al., “Time-based or fixed-fee?” 107960; Xu et al., “Economic analysis of ridesourcing markets considering driver,” 100790.

¹² Qingchuan Zhao *Geo-locating Drivers: A Study of Sensitive Data Leakage in Ride-Hailing Services*. (California: ndss symposium, 2019), 49. See also, Wanxin Li, “Blockchain-enabled identity verification for safe ridesharing leveraging zero-knowledge proof,” In *2020 3rd international conference on hot information-centric networking (HotICN)*, (New York: IEEE, 2020): 21; Hui Huang et al., “Location privacy-preserving ride matching with verifiable and collusion resistance for Ride-Hailing Services,” *Ad Hoc Networks* 177, no. 2 (2025): 103890; Chengzhe Lai, and Zehua Zhang, “MOA-RHS: Maximized Order Acceptance Ride-Hailing Scheme with Collusion Resistance,” In *2025 IEEE 102nd Vehicular Technology Conference (VTC2025-Fall)*, (New York: IEEE, 2025): 3.

platform drivers.¹³ Previous studies generally treat cancellations as operational inefficiencies, pricing problems, or behavioural issues, while discussions on legal protection remain concentrated on employment classification, occupational safety, or platform governance.¹⁴ Consequently, three important gaps remain. First, little attention has been devoted to determining whether platform operators bear corporate responsibility for financial losses caused by consumer-initiated cancellations. Second, existing studies have not adequately examined how Indonesian contract law, tort principles, and digital platform agreements interact in allocating liability among consumers, drivers, and platform providers. Third, limited scholarship has considered whether mandatory compensation mechanisms should form part of corporate accountability and fair risk allocation within digital platform ecosystems. Accordingly, this study investigates corporate liability and legal protection for GO-JEK drivers by integrating Indonesian civil law, transportation regulation, and platform governance in the context of unilateral GO-FOOD order cancellations.

Unlike previous studies that primarily examine ride-hailing platforms from the perspectives of employment classification, labour protection, platform governance, technological innovation, operational safety, or economic efficiency, this study conceptualises unilateral consumer cancellation as a corporate liability issue involving contractual risk allocation, platform accountability, and legal protection for platform partners.¹⁵ By integrating Indonesian contract law, tort principles,

¹³ Sinthiarahma Felyna Megawati, and Amad Sudiro, “Perlindungan Hukum Bagi Driver Ojek Online Terhadap Pembatalan Sepihak Oleh Konsumen Yang Tidak Beritikad Baik,” *Jurnal Hukum Adigama* 3, no. 2 (2020): 1328. See also, Bintang Airlangga Definzky, and Slamet Suhartono. “Legal Protection for Online Motorcycle Taxi Drivers Against Unilateral Cancellation by Consumers.” *Interdisciplinary Journal of Global and Multidisciplinary* 2, no. 1 (2026): 487; Dwita Pratama, “Legal Protection of Passenger on Online Transportation Based on Highway Traffic Act.” *Journal of Law and Legal Reform* 2, no. 4 (2021): 588; Annisa Permata Yudiani et al., “Algorithmic and Gender-Specific Challenges of Gig Work in the Indonesian Ride-Hailing Industry: Preliminary Findings,” In *Proceedings of the Extended Abstracts of the 2026 CHI Conference on Human Factors in Computing Systems* (April 13, 2026), 3.

¹⁴ Zou, “The regulatory challenges of ‘Uberization’ in China,” 25. See also, Barnard, “The serious business of having fun,” 25; Azizah, “Determinan of Safety Riding on Gojek Rider,” 231; Jaydarifard, “Risk factors and safety strategies for mitigating violations,” 786; Mariyam et al., “Legal Uncertainty and Its Implications for Innovation,” 141; Wang et al., “Customer behavioural modelling of order,” 863; Li et al., “Time-based or fixed-fee?” 107960; Xu et al., “Economic analysis of ridesourcing markets considering driver,” 100790.

¹⁵ Muljanto et al., “Legal Protection of the Rights and Obligations of Online Ojek Drivers Based on Partnership Agreements in Terms of Indonesian Positive Law,” *Jurnal Scientia* 12, no. 3 (2023): 2414. See also, Zou, “The regulatory challenges of ‘Uberization’ in China,” 25; Barnard, “The serious business of having fun,” 25; Santoso et al., “Karakteristik hubungan hukum antara pengemudi ojek,” 178; Mariyam et al., “Legal Uncertainty and Its Implications for Innovation,” 141; Jaydarifard, “Risk factors and safety strategies for mitigating violations,” 786; Li et al., “Time-based or fixed-fee?” 107960.

transportation regulation, and digital platform governance, this article develops a normative legal framework that extends existing scholarship beyond labour classification and consumer protection toward a more comprehensive model of corporate responsibility for consumer-induced losses within digital platform ecosystems.

Therefore, this study seeks not merely to identify the legal consequences of unilateral consumer cancellation in GO-FOOD transactions but also to evaluate whether the existing Indonesian legal framework adequately allocates commercial risks among consumers, platform operators, and drivers. Specifically, this study examines the extent of PT GO-JEK Indonesia's corporate responsibility for financial losses arising from consumer-initiated cancellations and analyses the legal protection available to drivers under Indonesian civil law, transportation law, and the principles of good faith in contractual relations. Ultimately, the study proposes a normative framework of corporate responsibility that strengthens legal certainty, fairness, and accountability in digital platform transactions.

2. Research Methods

This study adopts a qualitative research design, chosen to explore legal norms, principles, and doctrines in depth rather than quantify variables. The qualitative approach allows the researcher to interpret statutory provisions and legal concepts contextually, focusing on the implications of unilateral cancellations in digital transactions.¹⁶

The research employs a conceptual approach, which examines established doctrines and scholarly views in legal science.¹⁷ Through this approach, the study identifies and analyzes concepts relevant to consumer responsibility, corporate liability, and driver protection. The conceptual framework is particularly useful for interpreting provisions of the Civil Code (*Burgerlijk Wetboek*) concerning agreements and unlawful acts, as well as laws and regulations governing consumer protection and transportation.

The analysis relies on primary legal materials, including the Civil Code, Law Number 8 of 1999 on Consumer Protection, Law Number 22 of 2009 on Road Traffic and Transportation, Government Regulation Number 44 of 1997 on Partnerships, and Minister of Transportation Regulation Number 118 of 2018. These sources provide binding authority and direct relevance to the issues

¹⁶ Jonathan Crowe "The role of contextual meaning in judicial interpretation," *Federal Law Review* 41, no. 3 (2013): 431. See also, Ian Dobinson, and Francis Johns, "Legal Research as Qualitative," *Research methods for law* 5, no. 1 (2017): 14.

¹⁷ William Hamilton Byrne, and Henrik Palmer Olsen, "Doctrinal legal science: A science of its own?," *Canadian Journal of Law & Jurisprudence* 37, no. 2 (2024): 353.

examined. Secondary legal materials such as books, commentaries, journal articles, and prior research serve to complement and strengthen the interpretation of primary sources.

Legal materials were collected systematically, identified, and organized before analysis. The study applies a deductive method of analysis, beginning with general legal norms and principles, then connecting them to specific issues of unilateral cancellation in GO-FOOD transactions.¹⁸ This deductive reasoning ensures methodological rigor, as broad doctrines are tested against concrete cases, thereby producing a structured and reliable explanation of corporate responsibility and legal protection for drivers.

3. Results and Discussion

3.1. Corporate Liability of PT Go-JEK Indonesia for Consumer-Initiated Order Cancellations

The rapid expansion of ride-hailing platforms has fundamentally transformed legal relationships among platform operators, drivers, and consumers by replacing conventional employment arrangements with digitally mediated partnership models. Although this business model offers flexibility and operational efficiency, it also redistributes commercial risks to drivers, who frequently bear financial losses arising from platform transactions despite having limited bargaining power.¹⁹ Existing studies have largely focused on employment classification, labour protection, occupational safety, and platform governance, while economic analyses have primarily examined order cancellation, pricing mechanisms, subsidies, and compensation schemes from efficiency and operational perspectives.²⁰ However,

¹⁸ Stephen T. Fife, and Jacob D. Gossner, "Deductive qualitative analysis: Evaluating, expanding, and refining theory," *International Journal of Qualitative Methods* 23, no. 3 (2024): 16094069241244856. See also, Herbert W. Seliger, "Inductive method and deductive method in language teaching: A re-examination," *IRAL: International Review of Applied Linguistics in Language Teaching* 13, no. 1 (1975): 8; Parningotan Malau, "An Obligation of Corporate Criminal Liability in the Case of Non-Implementation of Occupational Health and Safety (OHS)," *Journal of Advanced Research in Law and Economics* 11, no. 1 (47) (2020): 127.

¹⁹ Santoso et al., "Karakteristik hubungan hukum antara pengemudi ojek," 178. See also, Barnard, "The serious business of having fun," 25; Zou, "The regulatory challenges of 'Uberization' in China," 25; Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141. See also, Nur Syam Aksa, *Pengantar transportasi wilayah dan kota*. (Sulawesi Selatan: Alauddin University Press, 2014), 7.

²⁰ Wang et al., "Customer behavioural modelling of order," 863. See also, Li et al., "Time-based or fixed-fee?" 107960; Xu et al., "Economic analysis of ridesourcing markets considering driver," 100790; Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43; Yahya et al., "Rights Protection Guarantee for," 124; Azizah, "Determinan of Safety Riding on Gojek Rider," 231; Jaydarifard, "Risk factors and safety strategies for mitigating violations," 786.

these studies provide only limited discussion of whether platform operators should bear legal responsibility when consumers unilaterally cancel transactions after drivers have incurred financial expenditures on the platform's behalf. This issue is particularly significant because digital platforms exercise substantial control over transaction design, user verification, and operational policies, yet partnership agreements frequently allocate most commercial risks to drivers. Consequently, evaluating corporate liability requires not only contractual analysis but also consideration of broader principles of consumer protection, good faith, fairness, and accountability within digital platform governance.

In the context of digital platform governance, responsibility extends beyond ethical awareness to encompass legal accountability arising from the exercise of rights and the performance of corresponding obligations. Legally, responsibility refers to the duty of an individual or legal entity to fulfil obligations imposed by law or contract and to bear the legal consequences of conduct that infringes the rights or interests of others. Accordingly, legal liability includes not only the obligation to perform contractual duties but also the obligation to compensate for losses resulting from unlawful acts, negligence, or failures to exercise adequate supervision and control. These principles are particularly relevant in ride-hailing platforms, where contractual relationships, technological control, and operational management are concentrated in platform operators, while significant commercial risks are transferred to drivers through standard partnership agreements.²¹ Consequently, the concept of legal responsibility serves as the principal framework for determining whether platform operators may be held accountable for losses suffered by drivers in digitally mediated transactions.

The concept of liability occupies a central position in consumer protection law because it determines the party responsible and the scope of accountability when rights are infringed.²² Liability is generally based on fault, a principle recognized in both civil and criminal law and reflected in Articles 1365, 1366, and 1367 of the Civil Code. Fault includes not only violations of statutory provisions but also conduct that conflicts with standards of propriety, fairness, and social norms

²¹ Z. Laksono et al., "The effect of corporate social responsibility strategy on Gojek company reputation: A social media netnography study," *Multidisciplinary Science Journal* 8, no. 3 (2025): 90. See also, Suhartoyo et al., "Legal aspects of PT. Gojek Indonesia in the partnership," 2006; Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43; Santoso et al., "Karakteristik hubungan hukum antara pengemudi ojek," 178.

²² Colin Scott, "Enforcing consumer protection laws," In *Handbook of Research on International Consumer Law, Second Edition* (Cheltenham: Edward Elgar Publishing, 2018), 476. See also, Apsari Wahyu Kurnianti, "Komunikasi Pemasaran Transportasi Online NGuberJEK," *Jurnal Komunikasi Dan Kajian Media* 1, no. 1 (2017): 77; Irfan Mahendra, "Analisa Faktor-Faktor Yang Mempengaruhi Penerimaan Dan Penggunaan Aplikasi Go-Jek Menggunakan Unified Theory of Acceptance and Use of Technology (UTAUT)," *Jurnal Pilar Nusa Mandiri* 13, no. 1 (2017): 5.

prevailing in society.²³ Liability may also be assessed through the principle of presumed liability, under which the defendant is considered responsible unless able to prove otherwise.²⁴ In addition, consumer protection law restricts the use of clauses that unfairly transfer liability to another party without a clear legal basis.²⁵

Transportation has evolved from a conventional mobility service into a digital platform ecosystem in which ride-hailing companies coordinate transactions among consumers, drivers, and merchants through algorithm-driven applications. While this model enhances efficiency, transparency, and accessibility, it also redistributes commercial and legal risks among multiple actors. Existing studies demonstrate that ride-hailing drivers are generally classified as independent contractors or platform partners rather than employees, allowing platforms to maintain operational flexibility while limiting drivers' access to traditional labour protections and transferring substantial business risks to them.²⁶ Moreover, because platform operators retain significant control over digital infrastructure, user verification, pricing mechanisms, and transaction management, questions regarding corporate liability have become increasingly important in determining responsibility for losses arising from platform operations.²⁷

These legal challenges are further intensified by the technological characteristics of ride-hailing platforms.²⁸ Previous studies have shown that drivers remain exposed to privacy risks resulting from extensive data collection, while operational governance and enforcement mechanisms are often insufficient to

²³ Renee M. Jones, "Law, norms, and the breakdown of the board: Promoting accountability in corporate governance," *Iowa L. Rev.* 92, no. 105 (2006): 100.

²⁴ Aulia Raihan, "Legal Protection for Gojek Drivers Against Fictitious Orders with Cash on Delivery Payment," *Proceedings Series on Social Sciences & Humanities* 14, no. 1 (2023): 145.

²⁵ Rinitami Njatrijani, "Posisi Undang-Undang Perlindungan Konsumen Nomor 8 Tahun 1999 Dalam Upaya Perlindungan Terhadap Konsumen," *Diponegoro Private Law Review* 1, no. 1 (2025): 22. See also, Yusuf Shofie, S. H., *Kapita selekta hukum perlindungan konsumen di Indonesia*, (PT Citra Aditya Bakti, 2018), 89.

²⁶ Santoso et al., "Karakteristik hubungan hukum antara pengemudi ojek," 178. See also, Barnard, "The serious business of having fun," 25; Zou, "The regulatory challenges of 'Uberization' in China," 25; Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141.

²⁷ Jacob D. Walpert, "Carpooling liability? Applying tort law principles to the joint emergence of self-driving automobiles and transportation network companies," *Fordham Law Review Archive* 85, no. 4 (2017): 1859. See also, Suhartoyo et al., "Legal aspects of PT. Gojek Indonesia in the partnership," 2006.

²⁸ Damilola Oladimeji et al., "Smart transportation: an overview of technologies and applications," *Sensors* 23, no. 8 (2023): 3875. See also, Sivaram Ponnusamy et al., "Advanced computing for smart public transportation systems in smart cities," In *Smart cities*, (Florida: CRC Press, 2024), 217.

prevent misconduct or platform abuse.²⁹ Scholars have therefore argued for stronger regulatory frameworks, more effective platform governance, and clearer allocation of legal responsibility between platform operators and drivers to ensure fairness within digital platform ecosystems.³⁰

Despite its convenience, Go-Food is frequently affected by fictitious orders that cause losses to drivers. Such orders are often associated with unhealthy competition among drivers, including the use of multiple accounts to obtain bonuses, as well as weaknesses in the verification system that enable fake accounts and identities to be created.³¹ Despite its convenience, the Go-Food service exposes drivers to significant financial risks because they must advance payment for consumer orders before reimbursement upon successful delivery.³² In practice, drivers frequently encounter fictitious orders or unilateral cancellations after purchasing the requested food. These incidents are facilitated by weaknesses in the platform's verification system, which allow fake accounts or false identities to be created, and are occasionally associated with fraudulent practices, including the misuse of multiple accounts to obtain incentives. Consequently, drivers may incur unrecoverable expenses when consumers cancel orders or become unreachable. Since the platform provides no adequate compensation mechanism, the resulting financial losses are generally borne entirely by the drivers.

The legal relationship between Go-Jek and its drivers is governed by a standard-form partnership agreement drafted by the platform provider. As an adhesion contract, its terms are predetermined by the company and leave drivers with little opportunity to negotiate the allocation of rights and obligations. Several provisions expressly disclaim the liability of PT Go-Jek Indonesia and PT AKAB for losses arising from the use of the application, including indirect losses such as lost profits, loss of data, personal injury, and property damage. Consequently, the commercial risks arising from fictitious orders and unilateral consumer

²⁹ Qingchuan Zhao *Geo-locating Drivers: A Study of Sensitive Data Leakage in Ride-Hailing Services*. (California: ndss symposium, 2019), 49. See also, Idug, "Do ride-hailing drivers' psychological behaviors influence," 2063.

³⁰ Zou, "The regulatory challenges of 'Uberization' in China," 25. See also, Walpert, "Carpooling liability?: Applying tort law principles to the joint," 1859; Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141.

³¹ Denden Adith Fauzan, and Yana Sukma Permana, "Legal Protection for Online Transportation Drivers in the Case of Fictional Order in Indonesia," *Legal Brief* 11, no. 3 (2022): 1803. See also, Suhartoyo et al, "Legal aspects of PT. Gojek Indonesia in the partnership," 2006; Yahya et al., "Rights Protection Guarantee for," 124; Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43.

³² Fauzan, and Permana, "Legal Protection for Online Transportation Drivers," 1803.

cancellations are largely transferred to drivers rather than being shared by the platform operator.³³

From the perspective of the Indonesian Civil Code (*Burgerlijk Wetboek*), the partnership arrangement between Go-Jek and its drivers may be classified as an innominate agreement because it is not expressly regulated by statutory contract law and contains clauses that allocate commercial risks to drivers.³⁴ Nevertheless, contractual provisions that shift liability do not automatically extinguish legal responsibility. Article 1365 of the Civil Code provides that any unlawful act causing damage gives rise to an obligation to compensate the injured party. Article 1366 further extends liability to losses resulting from negligence, while Article 1367 establishes responsibility for damage arising from the acts of persons or activities under one's supervision or control.³⁵ Accordingly, contractual risk allocation must remain consistent with the broader principles of fault, negligence, and legal accountability embodied in Indonesian civil law.

The operation of Go-Food demonstrates that drivers are not the only actors involved in the transaction process. Consumers place orders through a digital platform owned and managed by *PT Aplikasi Karya Anak Bangsa (PT AKAB)* and *PT GoTo Gojek Tokopedia Tbk* (formerly *PT Go-Jek Indonesia*), while drivers merely execute the delivery service. Because the platform controls user registration, account verification, transaction processing, and order management, weaknesses in these mechanisms that enable fictitious accounts, fraudulent transactions, or bad-faith consumer behaviour may reflect deficiencies in platform supervision and governance rather than risks attributable solely to drivers. Consequently, losses arising from fictitious orders or unilateral consumer cancellations cannot reasonably be regarded as ordinary commercial risks that must always be borne by drivers alone.³⁶

Based on Articles 1365, 1366, and 1367 of the Civil Code, losses arising from fictitious orders or consumer-initiated cancellations may therefore constitute compensable legal consequences where they result from negligence in platform management or inadequate supervision. Although the partnership agreement attempts to transfer substantial risks to drivers, *PT AKAB* and *PT GoTo Gojek*

³³ Aditya Hermawan et al., "Legal Protection of Go-Jek Driver That Experiences Damages Due to the Fictive Order in Go-Food Menu in Go-Jek Application," *Mulawarman law review* 3, no. 2 (2018): 126.

³⁴ Maliyu Gultom, "Tinjauan Perjanjian Kemitraan PT. Go-jek Indonesia dengan Driver Go-jek Online Berdasarkan Kebebasan Berkontrak Di Kantor Cabang Kota Pekanbaru," (PhD diss., Universitas Islam Riau, 2020), 25.

³⁵ Titin Apriani, "Konsep ganti rugi dalam perbuatan melawan hukum dan wanprestasi serta sistem pengaturannya dalam KUH Perdata," *Ganec Suara* 15, no. 1 (2021): 915.

³⁶ Suhartoyo et al., "Legal aspects of PT. Gojek Indonesia in the partnership," 2006. See also, Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141; Walpert, "Carpooling liability?: Applying tort law principles to the joint," 1859.

Tokopedia Tbk continue to bear legal obligations arising from their role as platform operators responsible for designing, supervising, and controlling the digital transaction system. In this respect, corporate liability should not be assessed solely based on contractual clauses but also on whether the platform has fulfilled its duty to implement reasonable preventive measures, effective verification mechanisms, and fair risk-allocation policies. Where failures in platform governance materially contribute to driver losses, the company may bear civil liability notwithstanding contractual limitations of liability. This interpretation better reflects the principles of good faith, fairness, and corporate accountability that underpin Indonesian civil law and provides a stronger legal basis for protecting drivers within digital platform transactions.³⁷

3.2. Legal Protection for GO-JEK Drivers Against Losses Arising from Consumer Order Cancellations

Following the discussion of corporate liability, the next issue concerns whether Indonesian law provides adequate legal protection for ride-hailing drivers who suffer financial losses due to consumer-initiated order cancellations. Legal protection has become an increasingly important issue in the digital platform economy because ride-hailing drivers generally operate under partnership arrangements rather than employment relationships, limiting their access to conventional labour protections despite their economic dependence on platform operators.³⁸ Previous studies further demonstrate that the contractual imbalance between platform companies and drivers often places drivers in a weaker bargaining position, particularly where standard-form agreements allocate operational and financial risks predominantly to platform partners rather than service providers.³⁹ In the Indonesian context, although GO-JEK has adopted partnership agreements as the legal basis for its relationship with drivers, such arrangements do not eliminate the company's obligation to ensure fairness, good faith, and adequate legal safeguards for platform partners who suffer losses arising from the operation of the digital platform.⁴⁰

³⁷ Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43. See also, Santoso et al., "Karakteristik hubungan hukum antara pengemudi ojek," 178; Yahya et al., "Rights Protection Guarantee for," 124; Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141.

³⁸ Santoso et al., "Karakteristik hubungan hukum antara pengemudi ojek," 178. See also, Barnard, "The serious business of having fun," 25.

³⁹ Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43. See also, Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141.

⁴⁰ Yahya et al., "Rights Protection Guarantee for," 124. See also, Suhartoyo et al., "Legal aspects of PT. Gojek Indonesia in the partnership," 2006. See also, Jocelyn Elise Crowley, "Women ridesharing drivers' responses to sexual violence on the job: The role of confrontation," *Journal of Interpersonal Violence* 41, no. 1-2 (2026): 228.

Legal relationships are connections between two or more legal subjects in which reciprocal rights and obligations arise and are protected by law. Such relationships are generally established through agreements that produce legal consequences, requiring each party to perform its contractual obligations in good faith while respecting the rights of the other party.⁴¹ Accordingly, legal protection functions not only to enforce contractual rights but also to prevent abuses of bargaining power and ensure fairness in contractual performance.

The legal relationship between PT Go-Jek Indonesia and its drivers is fundamentally a partnership rather than an employment relationship because it lacks essential employment elements such as fixed wages, subordination, and direct employer control.⁴² Instead, both parties cooperate through a digital platform for their mutual economic benefit. This partnership is established through a standard-form partnership agreement completed during driver registration, together with an electronic agreement incorporated into the application. Once drivers click “agree,” the agreement becomes legally binding. Consequently, the company is obliged to uphold transparency, fairness, and compliance with applicable legal principles by providing clear contractual provisions governing the rights and obligations of both parties, establishing objective partnership requirements, and implementing operational standards that reasonably protect drivers from foreseeable risks arising from the platform’s operation.⁴³

The arrangement is consistent with Government Regulation Number 44 of 1997 concerning Partnerships, which defines partnerships as cooperation based on mutual need, mutual strengthening, and mutual benefit.⁴⁴ Likewise, Articles 1618 and 1619 of the Civil Code explain that a civil partnership involves parties contributing resources or services to obtain shared benefits. In the Go-Jek context,

⁴¹ Andrew Robertson, “The law of obligations: connections and boundaries.” *Edited by Andrew Robertson. London: UCL Press* 17, no. 1 (2004): 196. See also, Gorton Wilmans, and Naiefa Rashied, “Self-employment through ride-hailing: Drivers’ experiences in Johannesburg, South Africa,” *Acta Commercii-Independent Research Journal in the Management Sciences* 21, no. 1 (2021): 924.

⁴² Muljanto et al., “Legal Protection of the Rights and Obligations of Online Ojek,” 2414.

⁴³ Hulman Panjaitan et al., “Strengthening Consumer Protection in Digital Transactions: A Legal Perspective on Click-Wrap Agreements Under the Consumer Protection Law,” *Jurnal Hukum UNISSULA* 41, no. 3 (2025): 672. See also, Laura Valle, and Maria Chiara Marullo, “Contract as an instrument achieving sustainability and corporate social responsibility goals,” *International Community Law Review* 24, no. 1-2 (2022): 113; Akinsola, Oluwaseun Kayode, Adedokun Taofeek, and Dr Yinka Owoeye Kingsley Onu. “Legal Challenges and Best Practices for Structuring Corporate Partnerships, Joint Ventures, and Strategic Alliances,” (2025): 78.

⁴⁴ Sofyan Dewantoro et al., “Pengaturan Hubungan Kemitraan Antara Aplikator dan Mitra Pengemudi dalam Usaha Transportasi Online di Indonesia,” *Justitia Jurnal Hukum* 5, no. 1 (2021): 245.

the company provides an application system and operational framework, while drivers contribute labor, time, and vehicles to serve consumers.⁴⁵

Despite its partnership framework, several legal challenges remain.⁴⁶ The absence of specific regulations governing digital partnerships often limits drivers' ability to enforce their rights compared to workers protected under labor law.⁴⁷ Drivers generally cannot claim minimum wages, severance pay, or employment-based social security because they are not legally classified as employees. Nevertheless, they retain rights to access the application, determine working hours, join or leave the partnership, and earn income from completed services. At the same time, they must carry out orders properly, maintain confidentiality, provide valid documents, comply with operational standards, and safeguard company-provided equipment.⁴⁸

From the perspective of consumer protection law, PT Go-Jek Indonesia is categorized as a business actor under Law Number 8 of 1999 concerning Consumer Protection. The company has rights, including receiving payment according to agreements, obtaining legal protection against consumers acting in bad faith, and defending itself in dispute resolution processes.⁴⁹ It also has obligations to act in good faith, provide clear information, ensure service quality and safety, treat consumers fairly, and provide compensation for losses resulting from its services.⁵⁰

Go-Jek was established in 2010 by Nadiem Makarim and later developed into a multi-service digital platform providing transportation, food delivery, logistics, and digital payment services.⁵¹ The relationship between PT Go-Jek Indonesia and

⁴⁵ Delila Kania, and Cep Miftah Khoerudin, "Karakter Tanggung Jawab dalam Konteks Pengetahuan Cakap Hukum Bagi Mahasiswa di Perguruan Tinggi," *Jurnal Moral Kemasyarakatan* 10, no. 2 (2025): 939.

⁴⁶ Dmytro Zahorodnii et al., "Civil-Law Regulation of Electronic Contracts: Current Challenges in Marketing and the Digital Economy," *Legal Horizons* 3, no 1 (2025): 30.

⁴⁷ Guy Davidov, "The three axes of employment relationships: A characterization of workers in need of protection," *The University of Toronto Law Journal* 52, no. 4 (2002): 379. See also, Valerio De Stefano, and Antonio Aloisi, "Fundamental labour rights, platform work and human rights protection of non-standard workers," In *Research handbook on labour, business and human rights law*, (Cheltenham: Edward Elgar Publishing, 2019), 369.

⁴⁸ Li et al., "Time-based or fixed-fee?" 107960.

⁴⁹ Doris Fuchs, and Benedikt Lennartz, "Business interest in human rights regulation: Shaping actors' duties and rights." *Critical Review of International Social and Political Philosophy* 27, no. 3 (2024): 349.

⁵⁰ Ridwan Arifin et al., "Protecting the Consumer Rights in the Digital Economic Era: Future Challenges in Indonesia," *Jambura Law Review* 3, no. 0 (2021): 145.

⁵¹ Nofita Safitry et al., "GO-JEK sebagai dimensi smart mobility dalam konsep smart city," *Moderat: Jurnal Ilmiah Ilmu Pemerintahan* 6, no. 1 (2020): 165. See also, Abdullah Muhammad Yahya et al., "Rights Protection Guarantee for the Partners of Indonesian Gojek Company

its drivers reflects a modern partnership model within the digital economy that emphasizes flexibility and cooperation, although stronger legal frameworks remain necessary to ensure legal certainty and balanced protection for all parties.⁵²

The realization of justice within this partnership depends on the availability of adequate legal protection and a clear regulatory framework capable of preventing disputes and ensuring the fulfilment of rights and obligations.⁵³ Legal protection may take preventive forms aimed at avoiding conflicts and repressive forms intended to resolve disputes after they occur. Legal protection is the provision of legal authority that enables individuals to safeguard their legitimate interests.

Based on the electronic partnership agreement, the Go-Jek application is managed by PT AKAB, PT GI, and partners.⁵⁴ PT Karya Anak Bangsa Application (AKAB) develops, owns, and manages the application used by consumers to access services. PT Go-Jek Indonesia (GI) manages partnerships and operational aspects related to the application system, while partners provide transportation and delivery services using their own vehicles.

Partners are obligated to perform services according to the agreement and are responsible when they fail to fulfill their duties properly. However, when partners have carried out their obligations correctly it is unfair to impose the entire burden of loss on them. This is because the service process involves several parties operating within the same partnership framework.

In the cooperation agreement among PT AKAB, PT GI, and partners, the allocation of responsibility is an important aspect of service implementation.⁵⁵ PT AKAB and PT GI monitor partner performance and consumer responses. Nevertheless, the agreement contains provisions stating that PT GI and PT AKAB cannot be held liable for losses arising from the use of the application or partner services, including indirect losses such as lost profits, data loss, personal injury, or property damage.

Although Article 1338 of the Civil Code recognizes the principle of *pacta sunt servanda*, Articles 1366 and 1367 establish that parties remain responsible for

according to Labour Laws no 13 of 2033 and Maqasid,” *Al-Manahij: Jurnal Kajian Hukum Islam* 16, no. 1 (2022): 127.

⁵² Siti Hawa Hasibuan, “Analysis of the Implementation of Partnership Relationship Between Gojek Companies and Drivers” *Journal of Religion and Social Community* | E-ISSN: 3064-0326 1, no. 1 (2024): 10. See also, Hadiati Dian et al., “Legal Relationship between Platform Service Providers and Online Transportation Driver in Indonesia,” *Journal of Public Administration, Finance and Law* 29, no. 1 (2023): 200.

⁵³ Suhartoyo et al, “Legal aspects of PT. Gojek Indonesia in the partnership,” 2006

⁵⁴ Sari Nurhayati et al., “The influence of compensation and flexible working hours on the performance of goride driver partners at PT. Gojek Indonesia (Survey of Goride Driver Partners in the City of Tasikmalaya),” *Jurnal Ekonomi, Manajemen, Bisnis dan Akuntansi* 1, no. 2 (2024): 153.

⁵⁵ Jochen Wirtz et al., “Corporate digital responsibility in service firms and their ecosystems,” *Journal of Service Research* 26, no. 2 (2023): 184.

losses caused by negligence and by persons under their supervision. Therefore, each party involved in the Go-Jek operational system bears responsibility according to its respective role.⁵⁶

Accordingly, legal protection for GO-JEK drivers should not be interpreted merely as the enforcement of contractual rights but as a broader obligation to ensure a fair allocation of risks within digital platform transactions. Although the partnership agreement is legally binding under the principle of *pacta sunt servanda*, contractual freedom cannot justify clauses that effectively exempt platform operators from responsibility for losses arising from weaknesses in the application system or inadequate supervision. As the owner and manager of the digital platform, PT AKAB and PT Go-Jek Indonesia possess greater control over user verification, transaction monitoring, complaint handling, and fraud prevention than individual drivers. Consequently, where drivers have fulfilled their contractual obligations in good faith but nevertheless suffer financial losses due to consumer misconduct or deficiencies in the platform's control mechanisms, the principles of fairness, good faith, and civil liability require that such losses should not be borne exclusively by drivers.⁵⁷

This is consistent with broader developments in the ride-hailing literature, which increasingly recognise that platform companies cannot rely solely on partnership status to avoid responsibilities associated with platform governance and risk management.⁵⁸ Recent studies further recommend that digital platforms strengthen preventive legal protection through more robust consumer verification, real-time monitoring systems, transparent complaint mechanisms, and fair compensation policies for drivers who incur losses despite complying with operational requirements.⁵⁹ In addition, economic analyses demonstrate that balanced cancellation penalties and platform-funded compensation schemes can reduce moral hazard, improve market efficiency, and distribute commercial risks more equitably among consumers, platform operators, and drivers.⁶⁰ Therefore,

⁵⁶ Rahardjo Soetjipto, "*Permasalahan hukum di Indonesia*," (Bandung: Alumni, 1983), 38.

⁵⁷ Yahya et al., "Rights Protection Guarantee for," 124. See also, Mawanda, and Muhshi, "Perlindungan hukum mitra ojek daring di Indonesia," 43; Suhartoyo et al., "Legal aspects of PT. Gojek Indonesia in the partnership," 2006.

⁵⁸ Barnard, "The serious business of having fun," 25. See also, Santoso et al., "Karakteristik hubungan hukum antara pengemudi ojek," 178; Mariyam et al., "Legal Uncertainty and Its Implications for Innovation," 141; Zou, "The regulatory challenges of 'Uberization' in China," 25.

⁵⁹ Hana Salvia et al., "Operator Responsibilities in Safeguarding Consumer Rights Against GPS Spoofing in Ride-Hailing Services," *Padjadjaran Jurnal Ilmu Hukum (Journal of Law)* 11, no. 2 (2024): 222. See also, Li et al., "Time-based or fixed-fee?" 107960; Jaydarifard, "Risk factors and safety strategies for mitigating violations," 786.

⁶⁰ Wang et al., "Customer behavioural modelling of order," 863. See also, Li et al., "Time-based or fixed-fee?" 107960; Xu et al., "Economic analysis of ridesourcing markets considering driver," 100790.

effective legal protection for GO-JEK drivers requires not only judicial application of Indonesian civil and consumer protection law but also proactive corporate governance measures that integrate technological safeguards, transparent risk-sharing mechanisms, and mandatory compensation policies to ensure accountability, legal certainty, and fairness within Indonesia's digital platform ecosystem.

4. Conclusion

This study demonstrates that the corporate responsibility of PT Go-Jek Indonesia for consumer-initiated Go-Food order cancellations should be assessed through Indonesia's civil liability framework, particularly Articles 1365, 1366, and 1367 of the Civil Code. These provisions establish that parties whose negligence contributes to another party's loss may bear legal responsibility despite contractual clauses seeking to allocate or limit liability. In practice, when consumers cancel orders after drivers have already incurred expenses to fulfil those orders, the resulting financial losses raise important questions regarding the extent of corporate responsibility within digital platform transactions. Partnership agreements that transfer operational risks to drivers cannot automatically exclude the legal obligations of PT Aplikasi Karya Anak Bangsa (PT AKAB) and PT Go-Jek Indonesia as application owner and platform manager. As entities responsible for designing, operating, supervising, and verifying the digital transaction system, they retain legal duties to exercise reasonable oversight and implement safeguards that prevent foreseeable losses arising from weaknesses in platform governance.

This study further concludes that existing Indonesian legal frameworks provide only limited protection for platform drivers because current partnership arrangements largely allocate commercial risks to drivers while offering inadequate mechanisms for compensation when losses occur beyond their control. Practically, PT Go-Jek Indonesia should strengthen user verification, improve transaction monitoring, introduce transparent compensation mechanisms for drivers who incur verified losses following consumer-initiated cancellations, and revise partnership agreements to achieve a more equitable allocation of commercial risks. At the regulatory level, clearer rules governing digital platform liability and consumer-initiated cancellations are required to provide greater legal certainty for platform operators, consumers, and drivers alike. By integrating principles of civil liability with digital platform governance, this study contributes a normative framework for strengthening fairness, accountability, and legal protection in Indonesia's evolving platform economy.

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