

Civil Liability of Businesses for the Loss of Consumer Goods Delivery Packages through Land Transportation Services (Study at PT. Antar Lintas Sumatera Medan)

Tanggung Jawab Perdata Pelaku Usaha Atas Hilangnya Paket Pengiriman Barang Konsumen Melalui Jasa Transportasi Darat (Studi PT. Antar Lintas Sumatera Medan)

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ABSTRACT

Transportation is a field of activity that is very important in the life of the Indonesian people. With that the Government established a Law no. 8 of 1999 which stated that "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers". This is to find out how the company PT. Antar Lintas Sumatera responds to consumers who lose goods in using the transportation services of PT. Antar Lintas Sumatera. The formulation of the problem in research at PT. Antar Lintas Sumatera includes how the company's responsibilities, settlement mechanisms and how the company solving problems in civil liability. This research is an normative juridical law research. The study uses secondary data and primary data. The transportation service provider company PT. Antar Lintas Sumatera makes agreements and agreements with consumers in the form of agreements in using PT. Antar Lintas Sumatera's transportation. Because consumer protection is closely related to legal protection, consumers are entitled to protection in the form of company responsibility if there is legal protection. Consumer protection covers various aspects of the law relating to the protected material, not just physical protection. There is no imbalance in disputes in an agreement because there is an agreement at the beginning between the customer and the transportation provider.

Keyword: Businessman, Civil Liability, Consumer Goods, Land Transportation

ABSTRAK

Transportasi merupakan bidang kegiatan yang sangat penting dalam kehidupan masyarakat Indonesia. Dengan itu Pemerintah menetapkan sebuah Undang-Undang no.8 tahun 1999 yang memuat bahwa "Perlindungan konsumen adalah segala upaya yang menjamin adanya kepastian hukum untuk memberi perlindungan kepada konsumen". Tujuan dari Penelitian ini adalah untuk mengetahui bagaimana perusahaan PT. Antar Lintas Sumatera dalam menanggapi konsumen yang kehilangan barang dalam memakai jasa transportasi PT. Antar Lintas Sumatera. Rumusan masalah dalam penelitian pada PT. Antar Lintas Sumatera meliputi dari hal Bagaimana tanggung jawab perusahaan, Mekanisme penyelesaian dan Bagaimana perusahaan menyelesaikan masalah dalam pertanggung jawaban perdata. Penelitian ini merupakan penelitian hukum yuridis Normatif. Penelitian menggunakan data sekunder dan data primer. Perusahaan Penyedia jasa transportasi PT. Antar Lintas Sumatera membuat perjanjian dan kesepakatan kepada konsumen berupa perjanjian dalam menggunakan transportasi PT. Antar Lintas Sumatera. Karena perlindungan konsumen sangat terkait dengan perlindungan hukum,



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konsumen berhak mendapatkan perlindungan berupa tanggung jawab perusahaan jika ada perlindungan hukum. Perlindungan konsumen mencakup berbagai aspek hukum yang berkaitan dengan materi yang dilindungi, bukan hanya perlindungan fisik. Tidak ada ketidakseimbangan dalam sengketa dalam suatu perjanjian karena ada kesepakatan di awal antara pelanggan dan penyedia transportasi.

Keyword: Pelaku Usaha, Tanggung Jawab Perdata, Barang Konsumen, Transportasi Darat

1. Introduction

Transportation is a very important field of activity in the lives of Indonesian people. The importance of transportation for the people of Indonesia is due to several factors, among others, the geographical situation of Indonesia which consists of thousands of small and large islands. Waters consisting of most of the sea, rivers and lakes that allow transportation to be carried out by land, water and air to reach all parts of Indonesia (Muhammad, 2007).

Transportation is the activity of moving goods (cargo) and or passengers from one place to another (Rustian, 2003). In general, transportation plays an important role in two things, namely economic development and non-economic development. The economic goals encompass increasing national income, developing national industry, and creating and sustaining employment opportunities for the community. In addition to these economic objectives, there are non-economic goals, including enhancing the integrity of the nation and improving national defense and security. Transportation can be defined in two ways: as a system that links variables in a structured order, and as the effort to move, transport, or transfer people or goods from one place to another. From these two definitions, it can be understood that the transportation system is a form of attachment and interrelation between various variables in an activity or business to move, move, transport or transfer people or goods from one place to another in a structured manner for a specific purpose (Muhammad, 1998). The implementation in the field of transportation is expected to realize the objectives of the implementation of traffic and road transportation as stipulated in Article 3 of Law No. 22 of 2009 concerning Road Traffic and Transportation, that traffic and road transportation are organized with the aim (DPR, 2009):

1. The establishment of safe, well-organized, and efficient traffic and road transportation services, harmonized with other modes of transportation, aimed at enhancing the national economy, fostering public welfare, consolidating national unity, and upholding the nation's prestige.
2. The realization of traffic ethics and national culture
3. The realization of law enforcement and legal certainty in society.

A standard agreement is an agreement in which almost all clauses are standardized by the user and the other party basically has no opportunity to negotiate or request changes (Kristiyanti, 2008). The characteristics of a standard agreement are as follows:

1. The contents are determined unilaterally by the party in a strong economic position (economically strong).
2. The community (debtor) has absolutely no role in determining the contents of the agreement.
3. Driven by their needs, the debtor is forced to accept the agreement.
4. The form is written.
5. Prepared in advance on a mass or individual basis (Badrulzaman, 1994).

In civil law, the term "agreement" is commonly used to describe a situation in which one party commits to carrying out something for another party. This concept can be illustrated by a consumer who uses laundry services in conjunction with land transportation, effectively binding themselves to the land transportation business. The details of the agreement are typically outlined in the payment note, which delineates the various rights, obligations, and risks associated with the transportation service business agreement. In the context of the National Transportation System (SISTRANAS), it is emphasized that the integration of public transportation stands as a primary objective for the development of a reliable and efficient national transportation system, ensuring the provision of robust guarantees for the system. In the National Transportation System (SISTRANAS) the main objective is to integrate public transportation, providing guarantees of safety, security, regularity, speed, and comfort. The aim is to

create a unified public transportation network that is efficient and affordable while minimizing pollution and avoiding overburdening the community. Optimal service means balancing available capacity with the demand for community travel needs to provide maximum service during peak periods without leaving too many modes idle during off-peak periods.

The phenomenon of land transportation includes several problems that exist in Indonesia. Land transportation itself is one of the most common and most widely used modes of transportation by the Indonesian people. In covering that, the government and private owners of land transportation conducted several evaluations to maintain comfort and safety for land transportation passengers such as conducting security on vehicles and guarding systems on land transportation such as buses. In minimizing accidents, the government conducted several security on the highway and sufficient rest areas to avoid accidents. Even so, there are still several problems such as the phenomenon of accidents that occur due to roads with inadequate conditions and also the existence of crimes on the road that harm land transportation users. Since transportation is something that is often used by Indonesian citizens, the interest for the general public in terms of safety and comfort for passengers is a priority of the government and transportation service providers. With that, the Government stipulated a Law Number 8 of 1999 which states that "Consumer protection is all efforts to ensure the certainty of the consumer. In this case consumers get rights and obligations in legal protection.

In Indonesia, the issue of consumer protection only began in the 1970s which was marked by the birth of *Yayasan Lembaga Konsumen Indonesia* (YLKI). With the pressure from the public to protect themselves from low-quality goods to improve consumer protection efforts, the movement to realize these ideals began to culminate in Law No. 8 of 1999 concerning Consumer Protection in view of Article 27 and Article 33 of the 1945 Constitution. In general, there are four basic consumer rights, namely: 1) The right to security; 2) The right to be informed; 3) The right to choose; 4) The right to be heard. Although in consumer law get the rights and obligations as consumers, but in reality there are still many rights to passengers who are not implemented. Some land transport transportation companies still violate the rights of consumers.

In relation Law No. 8 of 1999 on Consumer Protection does not only include these four rights. The rights formulated in Law No. 8 of 1999 on Consumer Protection, especially in Article 4, regulates comprehensively, meaning that in addition to the four basic rights stated earlier, there are also other rights in the form of: 1) the right to advocacy; 2) the right to receive guidance and consumer education; 3) the right to be treated and served fairly and honestly without discrimination; 4) the right to obtain compensation and/or reimbursement; 5) and also other rights stipulated in the provisions of laws and regulations. In addition Law No. 8 of 1999 on Consumer Protection also regulates 5 obligations of business actors in organizing their business activities to prevent unfair or harmful business activities consumers. Consequently, the author is interested in examining PT. Antar Lintas Sumatra which is one of the largest land transportation companies in Sumatra to respond to how "The biggest companies" respond and serve consumers and how to respond to the rights and obligations of consumers.

2. Method

This type of research utilizes normative juridical research, which is an approach based on examining theories, concepts, legal principles, laws, and regulations related to the research. It is also known as the literature approach, involving studying books, law, regulations, and other relevant documents. The normative juridical research method is a form of library legal research that relies on examining library materials or secondary data exclusively library materials or mere secondary data (Soekanto & Mamudji, 2003). It can be said that legal research is taken from facts that exist in a society, legal entity, and browsing and government agencies.

3. Result and Discussion

PT. Antar Lintas Sumatera is a company engaged in public transportation has an important role in transporting passengers to inter-island in Indonesia. In the early 1980s there was very little public transportation due at that time the existing infrastructure was still very bad and the price of the vehicle was very expensive. If someone has a vehicle, it is very rare to want to rent it out for fear that the vehicle owned is damaged. Moreover, the vehicle was a very valuable item so that everyone who

owned it would always maintain it very well at that time. In addition to the poor infrastructure and expensive vehicle prices or as a very valuable item, at that time seeking permission to establish a transportation company was also very complicated. Even though there are many users or consumers, this makes someone who will travel have to wait a long time to get a vehicle, especially on certain days (Saturdays, Sundays and holidays) where the public vehicles are always full so that consumers have to wait longer to get a vehicle that can transport them. Finally, in 1984 and based on the above factors, and thought that the autobus company had good prospects.

The term "consumer" is derived from the Dutch words "*consument*" or "*konsument*." A consumer is essentially a person who needs to spend or use goods or services, whether as a user or buyer. The definition of consumers has been established in various laws and regulations, such as Law No. 8 of 1999 on Consumer Protection. According to Article 1 Law No. 8 of 1999, a consumer is defined as "every person who uses goods and/or services available in the community, whether for their own benefit, for their families, for other people, or for other living things, and not for trade." The definition of consumer protection in this law refers to all efforts that ensure legal certainty to provide protection to consumers, so it can be highlighted that existence of this law is to protect consumers. Philpus M. Hadjon states that in consumer protection there are 2 (two) theories of legal protection, such as (Dewi, 2005): 1) Preventive Legal Protection, which is designed to avert disputes and holds significant importance for government actions based on freedom of action. It encourages the government to exercise discretion carefully when making decisions. It's important to note that there is currently no specific regulation regarding preventive legal protection in Indonesia; and 1) Repressive Legal Protection which entails applying sanctions to perpetrators in order to restore the law to its rightful state. This form of legal recourse typically takes place in court and is predicated on the principle of upholding human rights and ensuring accountability for government actions. The concept of recognizing and safeguarding human rights arose from the notion of imposing constraints and responsibilities on the government by society. With robust legal protection in place, business entities can effectively invoke the law to address the sanctions imposed on them when settling disputes with consumers in a court of law.

Transportation is a widely known activity in people's lives. It can be summarized as the activity of moving goods from the conveyance to the destination. In transportation law, there is a reciprocal relationship and agreement between the shipper and the carrier. This agreement is a transportation agreement (Adji, 1990). Public transportation using buses in addition to transporting passengers also transports passenger luggage. Frequent cases of damaged, lost, or switched luggage raise questions about the responsibility of the Bus Company for the luggage of passengers in the baggage. The purpose of this research is to know and analyze the responsibility of the Otobus Company for the onions carried by passengers in luggage when there is loss, damage or mix-up during transportation. Based on the results of the research, it is concluded that the PT. Antar Lintas Sumatra is responsible for passenger luggage, limited to those placed in the trunk of the bus, while passenger items carried in the passenger cabin are not the responsibility of the company.

The principles of transportation law include philosophical foundations, which are public or general and civil or private. Public or general principle is a basis of transportation law that applies and is useful for all parties, namely: parties to transportation, third parties with an interest in transportation and the government as the ruler. While the civil or private principle is the basis of transportation law that only applies and is useful for both parties in transportation, namely the carrier and the passenger or shipper of goods.

The settlement mechanism carried out by business actors and consumers for the loss of transportation goods. Article 1366 Civil Code states that every person is liable not only for losses caused by his actions but also for all losses caused by negligence or lack of care. Article 1367 Civil Code responsibility to the person who suffers a loss is not only limited to his own actions, but also the actions, employees, employees, agents, representatives if they cause harm to others, as long as the person acts in accordance with the duties and obligations imposed on the person. and obligations imposed on that person (Martono & Tjahjono, 2011). So the definition of carrier responsibility is the obligation of the company that organizes the transportation of goods and/or passengers to compensation for losses suffered by

passengers and/or shippers and third parties (Soegijatna, 1995). Transportation is an activity that is very popular in people's lives. If it can be summarized into one sentence which means transportation is the activity of transporting goods from the conveyance to the destination. According to this transportation law, there is a reciprocal relationship and an agreement between the shipper and the carrier. This agreement is a transportation agreement (Adji, 1990).

According to Law No.22 Year 2009 on Traffic and Transportation, land transportation can occur due to transportation companies which basically, can provide passenger and goods transportation services using public vehicles on the road. The activity of transporting people, goods by asking for payment is only carried out by public vehicles. So, carriers in land transportation are public transportation companies that are licensed by the government to use public vehicles for a fee (Muhammad, 1998). In this case, if the goods transported by the freight transportation business actor are lost/stolen or damaged, where this is caused by negligence or due to the fault of the sending company, it must be responsible for the loss of this matter. So that this results in losses to the owner of the goods and in this case the carrier must be responsible for his mistakes in accordance with the applicable laws and regulations, which is stated in Article 1366 Civil Code which states: "everyone is responsible not only for the actions caused by his actions, but also for losses caused by negligence or by his lack of caution." Here are some efforts to hold the company responsible for consumer goods lost, listed:

1. All baggage must be listed in the ticket and labeled.
2. Uncharged luggage that is not registered in the ticket is taken care of by the passenger concerned and if lost, it is not the responsibility of the carrier.
3. All costs of passing on damaged roads shall be borne by the owner of the goods.
4. Especially for jewelry/valuable items, cash, securities in bags/suitcases in luggage are not the responsibility of the carrier if lost. The contents are considered ordinary clothing.
5. Ticket cancellation is subject to an administration fee of 25% of the ticket price.
6. If you cancel the departure within 24 hours from the departure time, it is considered to be departed and the money is not refundable.
7. If the vehicle has an accident/burned, damaged goods, lost are not the responsibility of the company or in terms of the Act is classified as force major and the costs of treatment / treatment of passengers arising from the accident are the responsibility of PERUM A.K. JASA RAHARJA
8. Passenger goods/packages if lost are only reimbursed 3x postage, while the letter is only reimbursed postage, the contents of the package, bags, suitcases, we are not responsible
9. Labels are not absolute evidence as a claim for replacement of lost goods, only as an identification of goods.
10. Items prohibited by the Government that are carried by passengers are not the responsibility of the company.

Civil Liability of Transportation Business Actors, PT. Antar Lintas Sumatera against consumers who lost goods. In Article 188 of Law No. 22 of 2009 on Road Traffic and Transportation, it is stated that "Public Transport Companies are obliged to compensate for losses suffered by Passengers or shippers of goods due to negligence in carrying out transport services". Article 191 of Law No. 22 Year 2009 on Road Traffic and Transportation states "Public Transport Companies are responsible for losses caused by all actions of persons employed in the activity of organizing transportation."

From the provisions of Article 188 of Law No. 22 Year 2009 on Road Traffic and Transportation, it is explained that the company is responsible for the losses suffered by passengers, but in Article 191 of Law No. 22 Year 2009 on Road Traffic and Transportation, it is explained that passengers who feel harmed if the goods are transported by the company will be delegated responsibility to workers at the company concerned the fault of its employees or beyond the fault of its employees. PT Antar Lintas Sumatra Medan is unable to fulfill compensation for consumers, then according to Article 1244 of the Civil Code to consumers which reads "The debtor must be punished to reimburse costs, losses and interest. If he cannot prove that the non-performance of the obligation or the inaccurate time in performing the obligation was caused by something unexpected, which cannot be attributed to him although there is no bad faith to him" which means that the company PT. Antar Lintas Sumatra Medan can be subject to sanctions or penalties if it cannot fulfill the responsibility of the aggrieved consumers

who are harmed (Hartini, 2012). However, if consumers send goods via PT. Antar Lintas Sumatra Medan and the company experienced an unexpected incident such as an accident, then in accordance with Article 1245 of the Civil Code states "There is no reimbursement of costs losses and interest if due to force majeure or because of things that happen by chance, the debtor is prevented from to give or do something that is required, or to do an act that is forbidden to him." Which means PT. Antar Lintas Sumatra Medan can suspend consumer liability against the company but PT. Antar Lintas Sumatra still provides appropriate compensation to consumers who feel harmed. In Article 1244 and 1245 of the Civil Code the company PT. Antar Lintas Sumatra Medan may be subject to sanctions or penalties. However, PT. Antar Lintas Sumatra Medan can suspend consumer responsibility when there is an unexpected thing such as an accident or a consumer who does not follow the procedures determined by the Company.

4. Conclusion

Consumer protection is closely related to the existence of legal protection. Consumer protection has several legal aspects concerning a material to get this protection, which is not just physical protection but abstract consumer rights. This arrangement is also based on Law No. 8 of 1999 on Consumer Protection and Law No. 22 of 2009 on Traffic and Transportation. Consumers who use PT. Antar Lintas Sumatera can make a claim of responsibility against the company. The company is fully responsible for consumers who are harmed while being made by the company itself. Basis of the company's responsibility to consumers by way of non-litigation settlement against consumers who lose goods and full compensation for lost or damaged goods made by PT. Antar Lintas Sumatra. PT. Antar Lintas Sumatra creates a form of compensation with a nominal amount of money agreed by both parties. From the provisions of Article 188 dan 191 Law No. 22 of 2009 on Traffic and Transportation, it is clear that an entrepreneur/company of public transportation is fully responsible for the loss caused by company. The company is fully responsible for the losses suffered by passengers, whether the fault of its employees' passengers, whether the fault of its employees or outside the fault of its employees.

References

- Adji, S. U. (1990). *Hukum Pengangkutan di Indonesia*. Jakarta: Rineka Cipta.
- Badruzaman, M. D. (1994). *Aneka Hukum Bisnis*. Bandung: Alumni.
- Dewi, E. W. (2005). *Hukum Perlindungan Konsumen*. Yogyakarta: Graha Ilmu.
- DPR, R. *Undang-Undang No.22 Tahun 2009 tentang Lalu Lintas dan Angkutan Jalan*. , (2009). Indonesia.
- Hartini, R. (2012). *Hukum Pengangkutan di Indonesia*. Malang: Mentari.
- Kristiyanti, C. T. S. (2008). *Hukum Perlindungan Konsumen*. Jakarta: Sinar Grafika.
- Martono, H. K., & Tjahjono, E. B. (2011). *Transportasi di Perairan Berdasarkan Undang-Undang Nomor 17 Tahun 2008*. Jakarta: Raja Grafindo Persada.
- Muhammad, A. (1998). *Hukum Pengangkutan Niaga*. Bandung: Citra Aditya Bakti.
- Muhammad, A. (2007). *Arti Penting dan Strategis Multimedia Pengangkutan Niaga di Indonesia Dalam Perspektif Hukum Bisnis di Era Globalisasi Ekonomi*. Yogyakarta: Genta Press.
- Rustian, K. (2003). *Ekonomi Transportasi Karakteristik, Teori dan Kebijakan*. Jakarta: Ghalia Indonesia.
- Soegijatna, T. (1995). *Hukum Pengangkutan Barang dan Penumpang*. Jakarta: Rineka Cipta.
- Soekanto, S., & Mahmudji, S. (2003). *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada.