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Legal framework for resolving consumer disputes in transportation services concerning lost goods within Indonesia's jurisdiction

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Abstract

The main objective of this paper is to analyze the legal framework governing the liability of logistics service providers for losses sustained by consumers, while also exploring the legal remedies available to consumers in cases where their goods are damaged or lost. This discussion is grounded in Law Number 8 of 1999 on Consumer Protection. The research adopts a normative juridical approach, utilizing both statutory analysis and legal concept interpretation. The findings indicate that logistics companies are obliged to compensate consumers for losses caused by their negligence, as stipulated in Article 7(f) and Article 19 of the Consumer Protection Law. Nonetheless, the law also sets out exceptions, providing circumstances where companies are exempt from liability. These limitations are contained in Article 193(1) of Law Number 22 of 2009 on Traffic and Road Transport, as well as in Articles 468(2), 477, and 522(2) of the Indonesian Commercial Code. Liability may further be determined by contractual agreements between the parties involved. In situations where consumers suffer material loss due to lost goods, they are entitled to pursue dispute resolution either through litigation or alternative dispute mechanisms. Should a logistics company refuse to provide compensation, consumers have the right to seek redress by submitting a claim to the Consumer Dispute Settlement Board or filing a lawsuit in the district court, as mandated in Article 23 of the Consumer Protection Law. Additionally, such cases may be treated as defaults under Article 1243 of the Indonesian Civil Code, reinforcing the consumer's right to legal protection.

Keywords: Consumer protection law, regulation, disputes, lost, goods, legal protection

Introduction

In today's modern era, the delivery of goods beyond local boundaries has become an essential activity for businesses aiming to ensure their products reach consumers effectively. To support this process, business actors rely heavily on logistics service providers that serve as intermediaries in transporting goods to customers across different regions. The role of logistics companies is crucial, as they not only provide transportation but also offer reliability and efficiency in the overall distribution system. Without these services, businesses would face difficulties in reaching consumers quickly and maintaining competitiveness in a fast-paced market environment (Handriani 2019) ^[4].

The logistics industry in Indonesia itself has undergone rapid expansion over the years. At present, there are around 3,400 logistics service providers operating in the country, including well-known companies such as JNE, JNT, Pos Indonesia, Tiki, Sicepat, and several others. The extensive network of these companies across the archipelago has contributed significantly to improving the speed and effectiveness of goods distribution. Their presence allows business owners to send products to consumers in diverse locations with greater efficiency, reducing both delivery times and costs. As a result, logistics services have become an inseparable part of modern business operations, enabling companies to sustain growth and meet consumer demands in a highly competitive era of industrial and technological advancement.

From a legal standpoint, the role of logistics companies is inseparable from transportation law, which serves as the foundation for regulating the movement of goods as well as ensuring the protection of consumers who rely on transport services.

Transportation law specifically governs the rights and obligations of both service providers and consumers in order to avoid potential disputes arising from undesirable events during shipping activities (Duyo 2020) ^[3]. Fundamentally, the main objective of transportation is twofold: first, to facilitate the efficient distribution of goods, and second, to provide the safe movement of individuals to their intended destinations. As stated by H.M.N. Purwosutjipto, transportation can be understood as an activity carried out through collaboration between service providers and consumers. This process is based on a reciprocal agreement, meaning that each party carries distinct responsibilities and obligations (Umboh 2019) ^[12].

The service provider, on the one hand, holds the responsibility of ensuring that goods or individuals are delivered safely and securely to their designated destinations. On the other hand, the service user, or consumer, is obligated to fulfill their duty of paying the agreed transportation fee. Such an agreement gives rise to a binding responsibility, particularly for the service provider, to safeguard the safety and security of goods and passengers throughout the transportation process. Therefore, the rapid development of logistics services in Indonesia, while significantly supporting business operations and distribution networks, also creates legal obligations for providers. They must uphold proper safety standards and guarantee consumer protection at every stage of their service delivery (Utomo, Putri, and Sabrie 2020) ^[13].

In practice, however, the shipping of goods is often accompanied by various challenges and risks. Issues such as damage to items, loss of goods, or delays in delivery frequently occur, which can be detrimental to consumers. This is because consumers have already fulfilled their contractual duty by paying the agreed shipping costs, but in return, they may not always receive the rights guaranteed to them, including safety, security, and comfort while using logistics services. In situations like this, Article 4 letter h of Law Number 8 of 1999 on Consumer Protection grants consumers the right to obtain compensation when goods or services received do not match the terms of the agreement (Hutapea, Sidabalok, and Samosir 2023) ^[6]. Consequently, consumers who intend to use logistics services must be assured that they are legally protected in cases where goods entrusted to logistics companies are lost, delayed, or damaged as a result of the company's negligence. If negligence by the business operator is proven, then, in accordance with Article 7 letter f of Law Number 8 of 1999, the operator is legally required to provide adequate compensation to the consumer for the damages incurred (Fatahillah, 2015).

Given the background outlined above, which highlights recurring legal problems in the shipping of goods through logistics services, this writing refers to previous scholarly studies as a comparative reference. One such study is "Regulation of Legal Protection for Land Transportation Service Users Regarding Loss and Damage of Shipped Goods" written by Fatahillah in 2015. This work explores the underlying causes of damage to goods and discusses possible legal remedies for consumer losses in the context of land transportation services. Another relevant study is "Legal Protection for Consumers Using Air Transport Services Regarding Losses in Air Transport" authored by Trully Nikita Umboh in 2019 ^[12]. This research focuses on the legal framework governing passenger and cargo

transportation by air and identifies the types of legal protection available to consumers under Law Number 8 of 1999 when losses occur in the course of air transportation (Umboh 2019) ^[12].

A comparison of these previous studies reveals that although both address legal protection for consumers in transportation services, they highlight different scopes and contexts. Fatahillah (2015) concentrates on legal issues in land transportation, while Umboh (2019) ^[12] analyzes consumer protection in air transport. In contrast, the present study places particular emphasis on examining the responsibility of logistics companies in Indonesia for consumer losses related to lost or damaged goods. Moreover, it further investigates the dispute resolution mechanisms that can be pursued by consumers when such losses arise. By focusing on Law Number 8 of 1999 on Consumer Protection alongside provisions in the Civil Code, this writing aims to contribute to a better understanding of the extent of corporate responsibility and the legal avenues available for consumers seeking justice in cases of loss during logistics services.

Research Method

This research adopts a normative legal approach, which relies on the examination of secondary sources, including books, scholarly journals, theses, articles, and statutory regulations relevant to the topic under study. The statutory approach is applied by reviewing legal provisions concerning consumer protection, particularly Law No. 8 of 1999 on Consumer Protection and the Civil Code. To complement this, the study also employs an analytical and conceptual approach that explores fundamental legal concepts, such as the sources and functions of law, as well as the role of legal institutions. Data collection is conducted through an extensive literature review, while the analysis is carried out qualitatively in order to interpret the legal materials in depth. By using this method, the research provides a holistic understanding of consumer protection issues in the logistics sector, focusing on the obligations of transportation service providers and the available legal remedies for consumers.

Results and Discussion

Regulations on logistics companies' responsibility for lost consumer goods

Responsibility, in the context of law, carries an essential meaning because it reflects the obligation of parties to bear the consequences of their actions. According to the Kamus Besar Bahasa Indonesia (KBBI), responsibility refers to a condition in which an individual or an entity is bound to accept and carry the results of an action, particularly when unexpected or undesirable events occur. Such responsibility can later be challenged, blamed, or even litigated if disputes arise. Within the scope of logistics and transportation, responsibility emerges from a reciprocal agreement between the logistics company and the consumer. When a consumer hands over goods to be shipped, an agreement is formed: the logistics company is bound to deliver the goods safely, securely, and punctually to their destination, while the consumer is bound to pay the predetermined shipping fee or tariff (Angelo 2020) ^[1].

An agreement of this nature must be entered into voluntarily and consciously, free from coercion or deceit from either party. A contract becomes valid only when it fulfills the

legal conditions outlined in Article 1320 of the Indonesian Civil Code, which include: (1) mutual consent between the parties, (2) the legal capacity to engage in a contract, (3) a clear and lawful subject matter, and (4) a lawful cause that forms the basis of the obligation. If these requirements are met, the agreement acquires binding force. Thus, when a problem such as the loss of goods arises during the shipping process, the logistics company is obligated to fulfill its responsibilities as stated in the agreement. Correspondingly, the consumer has a legitimate right to seek compensation should the company fail to meet its obligations.

In practice, shipping goods is not without challenges. Consumers often face problems such as damaged goods, lost items, or delivery delays. These problems may occur due to negligence by the logistics provider, such as mishandling or lack of proper security measures, or due to unavoidable circumstances beyond their control. Nonetheless, the law requires logistics companies to assume responsibility for losses experienced by consumers. Article 7 letter f of Law Number 8 of 1999 on Consumer Protection emphasizes that business operators must provide compensation to consumers for damages resulting from the use of their goods or services. In addition, Article 19 of the same law stipulates that such compensation may take the form of refunds, replacement of goods, or equivalent services, and must be executed within one week after the transaction is completed. These provisions reflect the seriousness of the state in protecting consumer rights, ensuring that companies cannot easily evade liability.

Apart from the Consumer Protection Law, the responsibilities of logistics companies are also governed by the Commercial Code (*Kitab Undang-Undang Hukum Dagang* or KUHD). Article 91 of the KUHD declares that a carrier is accountable for the goods entrusted to them from the moment they receive the goods. If damage or loss occurs during the course of transportation, the carrier is legally responsible. Furthermore, Article 468 of the KUHD specifically states that the carrier's obligation begins at the time the goods are handed over and continues until they reach the designated destination. This legal stance ensures that consumers are not left without protection if something goes wrong during shipment.

Transportation law also introduces several principles of liability that serve as the foundation for assigning responsibility in cases of consumer losses. These include the fault liability principle, which places responsibility on the carrier only if negligence is proven; the presumption of liability principle, which assumes the carrier is responsible unless proven otherwise; and the absolute liability principle, where the carrier is responsible regardless of fault. In Indonesia, the presumption of liability principle is predominantly applied. This means that carriers are presumed liable for any loss or damage to consumer goods during transportation unless they can demonstrate convincingly that the loss occurred due to circumstances beyond their control, such as force majeure, or because of the consumer's own negligence (Ratnawaty, Latifah, Hartini, Sri, dan Bhudiman 2023) ^[10].

This principle is reflected in various legal provisions. Article 193 paragraph (1) of Law Number 22 of 2009 on Road Traffic and Transportation states that carriers are responsible for losses suffered by consumers unless they can prove that the loss resulted from unavoidable circumstances or the consumer's own fault. Likewise, Article 468

paragraph (2), Article 477, and Article 522 paragraph (2) of the KUHD reinforce the idea that carriers remain liable unless they can show absence of fault (Lumba and Sumiyati, 2020) ^[7]. By embedding such provisions, the law balances the interests of consumers and logistics companies: it protects consumers while giving companies a fair opportunity to defend themselves when losses arise from external factors.

The calculation of compensation also follows clear rules. Article 472 of the KUHD states that compensation must correspond to the value of goods at the time of delivery. For this reason, it is recommended that both the consumer and logistics company inspect the goods together before shipment. This mutual inspection minimizes disputes and prevents consumers from making fraudulent claims. Once the goods are officially handed over, the logistics company bears full responsibility for their condition until they reach the destination. However, companies may reject claims if they can prove the goods were already defective, if the damage was due to the consumer's own negligence, or if force majeure was involved (Maria Cecilia Nugroho 2024) ^[8].

In general, logistics providers must take responsibility for damages or losses resulting from their negligence, consistent with Articles 7 and 19 of the Consumer Protection Law. Nonetheless, the law also recognizes limitations. Articles 193 paragraph (1) of Law Number 22 of 2009, 468 paragraph (2), 477, and 522 paragraph (2) of the KUHD clearly outline that liability may be waived under certain conditions. This dual approach ensures fairness: consumers are protected, but logistics companies are not unfairly burdened when losses result from circumstances genuinely outside their control (Angelo 2020) ^[1].

To illustrate, the terms and conditions of J&T Express provide a practical example of how liability and compensation are regulated. J&T states that senders are primarily responsible for protecting shipments and may purchase "Additional Protection" for broader coverage. Without such protection, J&T limits its liability. For non-document shipments, compensation is capped at either 10 times the shipping fee or the value of the goods, whichever is lower, with a maximum of one million rupiah. For document shipments, compensation is limited to reproduction costs, capped at one hundred thousand rupiah. Importantly, J&T's liability extends only to direct losses, excluding indirect losses such as lost profits or business opportunities, even if caused by their negligence.

These limitations highlight the contractual freedom between logistics companies and consumers. When consumers agree to such terms, they are legally bound by them under the principle of *pacta sunt servanda*, as enshrined in Article 1338 of the Civil Code. This principle states that all legally made agreements operate as binding laws for the parties. Therefore, once a consumer agrees to J&T's conditions, they cannot later claim beyond the agreed-upon limitations.

In conclusion, the regulation of logistics company responsibility for consumer goods in Indonesia is multifaceted. It integrates statutory obligations from the Consumer Protection Law, the Commercial Code, and transportation laws, while also allowing contractual arrangements between companies and consumers. The overarching framework seeks to ensure balance: consumers are given strong protection against negligence, but logistics providers are safeguarded against unfair claims. As the

logistics industry continues to expand alongside the rapid growth of e-commerce, such legal clarity becomes increasingly vital. By clearly defining responsibilities, obligations, and limits of liability, the law not only secures consumer trust but also promotes a fair business environment for logistics service providers (Lumba and Sumiyati 2020) ^[7].

Resolution of consumer disputes over lost shipments under Indonesian legal framework

To guarantee the realization of people's rights, the law must provide sufficient protection to every legal subject. This protection is designed to maintain the balance of rights and obligations so that the interests of individuals are not violated by others. Phillipus M. Hadjon describes legal protection as a form of state intervention to safeguard legal subjects, which can take the form of preventive measures or repressive efforts. Preventive measures aim to prevent violations before they occur, while repressive measures focus on resolving disputes once rights have been breached. In contrast, Satjipto Rahardjo views legal protection as a guarantee given to the community to ensure that their fundamental rights are not taken away. According to him, protection should provide individuals with the ability to exercise their rights safely and with confidence.

In the context of goods delivery, consumers often face vulnerabilities that require legal safeguards. As the party who entrusts goods to logistics or expedition companies, consumers expect their rights to be upheld when issues arise in the delivery process. To address these risks, Indonesian law provides a comprehensive framework through Law No. 8 of 1999 on Consumer Protection. This legislation acts as the cornerstone for safeguarding consumer rights against possible violations by business actors.

One crucial aspect of consumer protection is the guarantee that businesses provide for the services they market. Every business actor is expected to fulfill the promises or guarantees that have been agreed upon in contracts with consumers. AZ Nasution defines consumer protection as a set of legal mechanisms designed to secure consumers against violations of their rights. Article 4 letter h of the Consumer Protection Law emphasizes that consumers are entitled to compensation whenever goods or services delivered deviate from the agreed terms. Furthermore, Article 7 letter f underscores that business operators are obliged to provide compensation if losses arise due to their negligence. These provisions underline that the responsibility of business operators is not only moral but also legally enforceable.

Expedition or freight forwarding companies, in particular, bear the obligation to transport goods safely and deliver them intact to the designated recipient. However, in practice, problems such as damage, loss, or delay during the delivery process often occur. When such incidents happen, consumers are entitled to compensation, reflecting the legal principle that those who cause losses must bear responsibility. To facilitate fairness, Article 45 paragraph (2) of the Consumer Protection Law provides consumers with two avenues of dispute resolution: litigation (through courts) and non-litigation (outside courts). Non-litigation mechanisms often involve negotiations, mediation, or arbitration. Nevertheless, the existence of these alternative mechanisms does not exempt business actors from potential criminal liability if their actions meet the threshold of a

criminal offense. Efforts to resolve disputes outside the courts are meant to achieve a mutual agreement between logistics companies and consumers, particularly concerning compensation, while also ensuring that similar incidents do not reoccur.

If amicable settlement efforts fail and the logistics provider continues to deny responsibility, consumers are entitled to pursue formal legal remedies. Article 23 of the Consumer Protection Law explicitly grants harmed consumers the right to submit claims either to the Consumer Dispute Settlement Agency (Badan Penyelesaian Sengketa Konsumen or BPSK) or to the general court. BPSK, regulated under Chapter XI of the Consumer Protection Law (Articles 49-58), serves as a specialized body designed to handle consumer disputes more efficiently and at lower cost than ordinary courts. This institutional mechanism reflects the state's commitment to provide consumers with accessible legal remedies (Radjab and Arliyanda 2023) ^[9].

Beyond the Consumer Protection Law, the Civil Code also plays an important role in regulating disputes between consumers and logistics companies. Article 1243 of the Civil Code provides the legal basis for claims of compensation due to breach of contract. The article explains that a debtor (in this case, the logistics company) may be required to pay damages, including costs, losses, and interest, if they fail to perform their obligations even after being declared negligent. This provision reflects the principle of *pacta sunt servanda*, which means agreements made by the parties must be executed faithfully and are binding as law. Thus, when a logistics company accepts responsibility for delivering goods, it is legally bound to carry out this duty. Any failure opens the possibility for the consumer to demand compensation.

In practical terms, consumers harmed by the loss of their shipment can choose between litigation and non-litigation approaches. Litigation involves bringing the dispute before the court, which provides a binding judgment and enforceable remedies. However, litigation can be time-consuming and costly. Therefore, non-litigation methods such as mediation or dispute resolution through BPSK are often more attractive. These methods emphasize consensus and cost efficiency, although they may sometimes result in less comprehensive remedies compared to court rulings (Riska Amalia Cicik Rustiana 2023) ^[11].

The essence of these legal frameworks is to strike a balance between the rights of consumers and the obligations of business actors. Consumers must be assured that their rights to safety, security, and compensation are upheld, while logistics companies must recognize that negligence in fulfilling their responsibilities carries legal consequences. At the same time, companies are provided with defenses against claims when losses occur due to force majeure or consumer negligence, ensuring fairness in dispute resolution (Hariyani 2018) ^[5].

Overall, the legal mechanisms governing consumer disputes over lost shipments in Indonesia are comprehensive. They include statutory protections under the Consumer Protection Law, contractual obligations under the Civil Code, and specialized institutions like BPSK for dispute settlement. These frameworks collectively reinforce the notion that consumer protection is not merely aspirational but enforceable through multiple legal channels. By ensuring access to remedies and compensation, the Indonesian legal system contributes to building consumer trust in logistics

services, which is increasingly crucial in an era of expanding e-commerce and nationwide distribution networks (Anggraeni and Rizal 2019) ^[2].

Conclusions

Transportation service providers hold a legal responsibility to compensate consumers for losses arising from their negligence. This obligation is explicitly regulated in Article 7 letter f and Article 19 of Law No. 8 of 1999 on Consumer Protection, which requires business actors to provide compensation when their failure results in consumer harm. Nevertheless, this responsibility is not absolute. There are specific provisions that limit the liability of transportation service companies. For instance, Article 193 paragraph (1) of Law No. 22 of 2009 on Road Traffic and Transportation, along with Articles 468 paragraph (2), 477, and 522 paragraph (2) of the Indonesian Commercial Code, outline circumstances under which companies may be exempt from liability. Furthermore, liability may also be regulated through contractual agreements made between the parties, following the principle of *pacta sunt servanda*, which emphasizes that agreements have binding force as law for those who enter into them. When consumers suffer losses such as damage or disappearance of their shipments, they are entitled to pursue dispute resolution. This process may take place through litigation, namely court proceedings, or through non-litigation mechanisms, such as mediation or negotiation, which are generally quicker and less costly. However, if efforts to resolve the matter amicably fail and the transportation company continues to deny responsibility, consumers are granted legal recourse to escalate the case. In line with Article 23 of Law No. 8 of 1999, they may file a claim with the Consumer Dispute Resolution Agency (Badan Penyelesaian Sengketa Konsumen) or submit a lawsuit to the local district court. Additionally, under Article 1243 of the Civil Code, consumers may base their claims on breach of contract, demanding compensation for costs, damages, and interest resulting from the company's failure to fulfill its obligations.

Reference

- Angelo M. Penyelesaian sengketa ekspediter terhadap keterlambatan dan/atau hilangnya barang pada konsumen. *J Anal Huk.* 2020;2(2):1-6.
- Anggraeni RRD, Rizal AH. Pelaksanaan perjanjian jual beli melalui internet (e-commerce) ditinjau dari aspek hukum perdataan. *Salam J SOS Budaya Syar-I.* 2019;6(3):223-38. DOI: 10.15408/sjsbs.v6i3.11531.
- Duyo MRA. Tanggung jawab hukum badan usaha pelabuhan terhadap klaim atas kelalaian pelayanan jasa bongkar muat barang kepada ekspediter. *JISIP J ILMU SOS Pendidikan.* 2020;4(4). DOI: 10.58258/jisip.v4i4.1414.
- Handriani A. Keabsahan perjanjian jual beli secara tidak tertulis berdasarkan hukum perdata. *Rechtsregel J Ilmu Huk.* 2019;1(2):275-304. DOI: 10.32493/rjih.v1i2.2218.
- Hariyani I. Penyelesaian sengketa bisnis. Jakarta: Gramedia Pustaka Utama; 2018.
- Hutapea SR, Sidabalok J, Samosir K. Perlindungan hukum terhadap konsumen dalam pengiriman barang melalui perusahaan jasa pengiriman barang. *J Profile Huk.* 2023;1(1):2986-1624.
- Lumba H, Sumiyati S. Pertanggungjawaban perusahaan ekspediter kepada konsumen berdasarkan UU No. 8 Tahun 1999 tentang perlindungan konsumen. *Mimbar Keadilan J Ilmu Huk.* 2020;8:71-86. Available from: <https://www.neliti.com/publications/240080/pertanggungjawaban-perusahaan-ekspediter-kepada-konsumen-berdasarkan-uu-no-8-tah>
- Nugroho MC, Gunadi A. Pertanggungjawaban keperdataan perusahaan ekspediter terhadap kerusakan barang dalam proses pengiriman ditinjau dari Undang-Undang Nomor 8 Tahun 1999 tentang perlindungan konsumen. *Rewang Rencang J Huk Lex Gen.* 2024;5(8):1-15.
- Radjab AK, Arliyanda A. Perlindungan hukum konsumen terhadap wanprestasi ekspediter. *Indones J Intellect Publ.* 2023;3(3):191-7. DOI: 10.51577/ijpublication.v3i3.435.
- Ratnawaty L, Hartini S, Bhudiman B. Pelaksanaan tanggung jawab ekspediter terhadap pengiriman barang oleh pengirim jika wanprestasi. *Yustisi J Huk Huk Islam.* 2023;10(1):110-24. Available from: <https://ejournal.uika-bogor.ac.id/index.php/YUSTISI/article/view/10965>
- Rustiana RAC, Yuliawan I. Perlindungan hukum terhadap konsumen pengiriman barang pada jasa ekspedisi darat di Kabupaten Semarang. *Rampai J Huk.* 2023;2(1):35-46.
- Umboh TN. Perlindungan hukum terhadap konsumen pengguna jasa penerbangan atas kerugian yang terjadi dalam pengangkutan udara. *Lex Societatis.* 2019;9(1):148-162. Available from: <https://ejournal.unsrat.ac.id/index.php/lexetsocietatis/article/view/27000>
- Utomo YA, Putri CKE, Sabrie H. Tanggung gugat Shopee sebagai online marketplace provider dalam pengiriman barang. *J Bina Mulia Huk.* 2020;4(2):347. DOI: 10.23920/jbmh.v4i2.297.