

**GOFOOD APPLICATION USER CONSUMER BENEFITS IN  
ELECTRONIC TRADE TRANSACTIONS**

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**Abstract**

This research is a form of academic anxiety by the author in observing consumer behavior of users of one of the Gojek applications, namely GoFood, which recently consciously and intentionally has committed default actions to cancel the food delivery service after the GoFood driver has been redeemed. with his own money to buy the order. consumer. This action, of course, caused huge losses for GoFood drivers, who incidentally are small communities trying to earn a living to meet the needs of their families. The research method used in this study is a normative research method with a law approach and a case approach. The author takes both approaches because there are no rules in positive law in Indonesia that regulate the problem to be studied. From the results of the study it was found that for default actions by consumers who cancel orders unilaterally and irresponsibly, only civil sanctions can be imposed so that it is not enough to cause a deterrent effect for consumers with bad intentions. So, it is time for the regulator to formulate a form of criminal sanction against consumers who intentionally and intentionally cancel orders that harm GoFood drivers, as has been formulated by the Philippine government.

**Keywords: Gojek, GoFood, Online Drivers, and Consumers.**

**INTRODUCTION**

Humans are social creatures who need each other, no human can live alone to meet their needs and interests. Humans need interaction with other humans in order to carry out their daily activities. In order to carry out its activities, it requires a transportation that facilitates all activities and encourages economic and infrastructure development.

In the era of globalization, the use of information and electronic technology has changed the mindset and lifestyle of people in almost all areas of life. Innovations in the field of information technology are growing in a new way of life resulting in social, economic, cultural, defense, security and law enforcement changes. The rapid development of information and electronic

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technology, which is the main factor causing changes in human activity in various fields of life, has directly influenced the emergence of new legal acts, both positive and negative. However, the use of information and electronic technology certainly needs to be continuously developed and refined with the aim of safeguarding, maintaining, and further strengthening national unity and integrity based on laws and regulations for the national interest.

Utilization of information and electronic technology plays an important role in trade and national economic growth to realize public welfare, so the government needs to support the development of information and electronic technology through legal infrastructure and regulations, so that the use of information and electronic technology is carried out safely to prevent misuse by taking into account the values religion and social culture of Indonesian society. The development and utilization of information technology, electronics, media, and communication have changed the behavior of society and human civilization globally and comprehensively. These developments have given birth to a new legal system known as cyber law or popularly called telematics law. Almost all countries have made this cyber law, cyber law is internationally used for legal terms related to the use of information and electronic technology. In accordance with the purpose of establishing Indonesia's cyber law, namely the Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions which is a manifestation of the responsibility that must be carried out by the state, to provide maximum protection to all activities using information and communication technology in the country. to be properly protected from potential crime and misuse of technology (Law on Information and Electronic Transactions, 2008).

The process of globalization which is ongoing until now, has a direct effect on the increasing movement of people from one place to another that occurs in a fast time. This movement does not only occur or is needed by humans but also occurs in goods and services. The increase in the movement of people (people) and goods from one place to another will be accompanied by an increase in the need for adequate transportation facilities. Once the role of transportation is so important, then traffic and road transportation must be organized in an

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integrated national transportation system and be able to realize the availability of transportation services that are in accordance with the level of traffic needs and transportation services that are orderly, comfortable, fast, smooth, and low-cost.. (Muhammad,19998).

The need for transportation facilities aimed at moving people or goods, as well as food is attempted to be fulfilled by the presence of public transportation and companies providing goods and food delivery services from the place of production/seller to the destination or delivery destination.

The activities of transportation services are moving goods, food, and passengers from one place to another. Thus, the carrier produces transportation services or in other words produces services for people in need. This transportation service is very useful and effective for the transfer or delivery of goods and food. Judging from the characteristics of the type of use, people's modes of transportation can be divided into private vehicles and public transportation. Private vehicles are vehicles that are operated only for people who own these vehicles. Public transportation is a vehicle provided for use by the public for a fee. Public vehicles can be categorized into rental vehicles and ordinary public transportation. Motorcycle mode is included in the classification of private vehicle types. Public transportation offers a variety of choices of types of transportation with different levels of service, convenience and tariffs between types of transportation with different levels of service, convenience and tariffs from one type of transportation to another. Public transport vehicles consist of motorized vehicles and non-motorized vehicles. Motorized vehicles are vehicles that are driven by mechanical equipment in the form of machines other than vehicles that run on rails (Tjakranegara, 1995).

Transportation is a process of moving both goods and people from one place to another, transportation is carried out by using a two-wheeled vehicle (motorcycle) or four-wheeled vehicle (car). One of the benefits of transportation that can facilitate the movement of goods or people as passengers has a major impact on human activities. The development of transportation has been going very fast where in ancient times relying on human or animal power, now uses machines as a means of propulsion.

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Public transportation, which is more popularly known as public transportation, is a shared transportation service available to the general public that will be charged a fee or tariff for users of the public transportation service. With the rapid development of technology, new ideas and thoughts have emerged that lead to innovations in the field of public transportation which are applied to land, sea and air transportation which aims to facilitate the movement of goods and people from one place to another. The innovations that have sprung up are not only in terms of the types of public transportation, but also how to make it easier for public transportation users to get access to the transportation users need.

Among the many public transportations that are popular and often used by the people of Indonesia are motorcycle taxis. Ojek is a type of land public transportation that uses two-wheeled vehicles which are generally called motorbikes and can be used by one passenger and motorbike driver. In general, motorcycle taxi drivers go around or wait at a motorcycle taxi base to get passengers. The shuttle service fee that must be paid by passengers varies depending on the distance traveled.

Ojek are bicycles or motorbikes that are mined by piggybacking passengers or their tenants to earn additional income (Pandom Media, 2014). Ojek services have entered a new era with the birth of online-based motorcycle taxi services. Online-based motorcycle taxi services are an era that utilizes the internet network by creating an online motorcycle taxi ordering startup that has changed motorcycle taxis from base to online-based through an application on a smartphone. The word ojek is now very rarely used in this era or this millennial era, but it is often referred to as a driver, which is a word that comes from English which means driver in Indonesian (Pandom Media, 2014) or can also be interpreted as the driver of a transportation vehicle (bemo, car, and motorbike), so it is called an online driver.

The online driver service has managed to offer various advantages over other available public transport. Until now, many have offered public transportation services using motorcycles based on online or application. In the early days of the online motorcycle taxi boom, various online motorcycle taxi service brands emerged with various services and offers in the form of

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promo prices, shopping vouchers and others to attract customers, such as; GoJek, Grab Bike, SmartJek, Jeger Taxi, Ojesy, BlueJek, and so on. The development of online driver services, which was originally only available in the Special Capital Region of Jakarta, is now available in almost all big cities outside DKI Jakarta.

The existence of online motorcycle taxi services has become the new prima donna of transportation services for people who are tired of the various problems that often occur in conventional public transportation services (popularly known as angkot), ranging from the behavior of unscrupulous drivers to the frequent occurrence of sexual harassment experienced by angkot passengers. The presence of online motorcycle taxis is welcomed by the public because in addition to being cheaper than conventional motorcycle taxis, they are also more flexible in their activities, able to reach places that are not passed by public transportation such as buses, city transportation or other types of four-wheeled public transportation (Warpani P, 2002).

Innovations that are growing very rapidly replace the existence of these traditional motorcycle taxis with application-based online motorcycle taxis. An application is a computer program that can be used to perform a certain command from the application user. Users only have to download the application first to the smartphone before using the services contained in it. Online motorcycle taxi companies connect prospective users/passengers with motorcycle taxi drivers directly through online applications that are connected to the internet installed on the smartphone devices of prospective passengers and motorcycle taxi drivers. There are various kinds of online motorcycle taxi application providers that have sprung up in Indonesia, such as Grab, Uber, and Gojek. Gojek is one of the first online motorcycle taxi companies and is growing rapidly in Indonesia. Currently, Gojek does not only have an online motorcycle taxi service or what Gojek calls GoRide. Gojek is the work of the nation's children who have an online-based transportation service with its first service in 2010 being an ojek reservation service through a call-center. Gojek experienced development after launching an application with three services, namely: GoRide, GoSend, and GoMart in 2015 ("PT. Go-Jek Indonesia," n.d.). In 2018, the number of Gojek drivers or also known as partners, has reached more than 1 million partners.

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This extraordinary interest is due to the fact that people really need efficiency in carrying out their daily activities. As a result, with the large number of uses of the Gojek application, many conventional motorcycle taxi drivers decide to partner with Gojek because they are unable to compete in getting passengers by Gojek drivers. In addition, the reason for the large number of Gojek partners is also because Gojek can be used to earn side income due to flexible working hours so that many people, such as students and other workers, join as Gojek drivers.

### **METHODOLOGY**

This research uses empirical and normative legal research where empirical legal research carried out by collecting data through observation, interviews about the crime of child pornography through social media. Meanwhile, normative legal research which discusses doctrines or principles in legal science and Laws and Regulations on the power of law against child pornography through social media. In this study, primary data sources collected from observations, interviews and questionnaires in the field and secondary data sources collected from library research. The data in this study analyzed using descriptive qualitative methods. Where this research will describe and analyze decision number 830 / Pid.Sus / 2017 / PN Jkt. Cell about child pornography through social media.

### **RESULT AND DISCUSSION**

The use of the Gojek application by consumers is an online transaction, or more popularly known as e-commerce transactions which include delivery of goods, food delivery, shopping services, drug delivery, and many more. This research is limited to the analysis of the food delivery service which in the Gojek application is known as GoFood. This service uses motorcycles as the main tool in the online motorcycle taxi driver service business (ojol) as well as conventional motorcycle taxis/base motorcycle taxis. This is regulated in Article 2 of the Regulation of the Minister of Transportation of the Republic of Indonesia Number 12 of 2019 concerning the Protection of the Safety of Motorcycle Users Used for the Interest of the Community (Regulation of the Minister of Transportation concerning the Protection of the

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Safety of Motorcycle Users Used for the Interest of the Community., 2019), that: "Regulations This Minister is intended to provide safety protection for the use of motorbikes that are used for the benefit of the community which are carried out: a. With information technology-based applications and b. Without information technology-based applications." This regulation provides legal certainty to online drivers as well as consumers as Gojek service users.

Gojek uses a partnership agreement as the basis for cooperation with its partners. To register as a Gojek partner, prospective drivers must fill in their personal data on the Gojek official website and come to the nearest Gojek office to fill in the personal data file and submit the file requested by Gojek and sign a partnership agreement with the Gojek company. However, more in-depth research is needed on the legality of this partnership file agreement because the driver is not provided with a copy of the partnership agreement by Gojek. After signing the partnership agreement file, the file is returned to Gojek, then partners are given access to the partner-only Gojek application, which when accessed for the first time contains terms and conditions called partnership cooperation agreement, this electronic agreement must be approved by the driver Gojek (Isyhadifah, 2019).

According to the author's analysis; first, the partnership agreement between online drivers and the Gojek company actually releases Gojek's responsibility if the Gojek driver partner commits an unlawful act (article 1367 BW/Vicarious Liability) (Civil Law Book, n.d.). This partnership agreement is the weakest aspect for drivers. This is different from the work agreement between the driver and the company/Gojek. If there is a risk in the event of an unlawful act, the driver is the driver as a partner because the agreement is a partnership. In contrast to a work agreement, if a driver commits an unlawful act, it is the legal subject who employs it, Gojek, who bears the responsibility. Second, regarding defaults, both by consumers and Gojek drivers, because it can also happen that orders delivered by Gojek drivers are not in accordance with consumer orders that have been selected in the GoFood application, for example ordering fried rice delivered with fried noodles. In the event of a default like this, the Gojek driver

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is the one who is responsible for the agreement with the consumer, not the Gojek company (article 1340 BW). Thus, there should be legal protection for consumers in this case.

The partnership agreement is made in electronic form (e-agreement) where the parties do not meet in person when agreeing to give approval to the contents of the agreement, so this has the potential to cause negligence on the part of the online motorcycle taxi driver partner because it is very likely that he will not read the entire agreement, only pressing agree button. The partnership agreement made unilaterally by Gojek's corporate partners is the only cooperation/partnership agreement document owned by Gojek drivers. After several years of operation.

Along with its development, advances in technology and communication are inseparable from problems that can harm other parties. The conversation that is currently becoming a topic of discussion among the Indonesian people, especially among online motorcycle taxi drivers, is about the unilateral cancellation of the GoFood service. This unilateral cancellation arises due to the actions of consumers who have bad intentions and are also irresponsible. This unilateral cancellation started with consumers who ordered food delivery services from the GoFood menu on the Gojek application, but suddenly the order was canceled even though the driver had paid for it, or at the time of cancellation, the driver was queuing up to buy a consumer order. There are even more than that, many consumers have bad intentions and are not responsible for canceling even though the food has been purchased and has even been delivered to the food delivery address according to the instructions of the consumer who ordered the food, the consumer refuses to pay on the grounds that he has canceled the order. As a result of this cancellation, the drivers suffered material losses and could have an impact on the online motorcycle taxi driver accounts being terminated by their partners. Material losses suffered by online motorcycle taxi drivers due to unilateral cancellation by consumers even though they were replaced by partners, but there has been no further research on the implementation of compensation that has been promised by the Gojek company.



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In recent months, the public has been worried about the "acute reluctance" of some GoFood application users who intentionally cancel orders for various reasons, while GoFood drivers have already purchased customer orders. As an overview for readers who do not know or know but have never used this application; GoFood is one of the food delivery service menus in the GoJek application. GoJek is a technology company created by Indonesian children that provides transportation services via vehicles, mainly these transportation services are GoRide (passenger shuttle by motorbike), GoCar (passenger shuttle by car), GoFood (food delivery) and GoSend (delivery of goods), besides this main service there are also other services such as GoMed, GoShop, GoBox, and many more. GoJek provides a system to connect consumers with online drivers. The use of the GoJek application through a mobile phone is an electronic transaction process (E-Commerce). Various problems experienced by online drivers, namely; the GoJek application that sometimes crashes, often fictitious orders occur, food cancellations, and so on. Among the many problems with ojol drivers, the problem that most harms ojol drivers is the cancellation of food orders made by consumers in the GoFood menu order service. Ojol drivers suffer significant material losses due to the irresponsible actions of ordering food through GoFood, even more sadly, this act of tuna empathy is done intentionally, just for the sake of content. Consciously or not, consumers like this, intentionally or not, can be subject to legal sanctions. Let's take a moment to explore how these food order cancellations can occur. The food ordering process starts from the consumer choosing what food he chooses which is displayed in the GoFood menu which will automatically display proof of transactions between consumers and GoFood ojol drivers in the GoJek application that has been installed on the smartphones of both parties, this is where the fulfillment of rights and obligations has occurred. both from consumers and from GoFood drivers. Fulfillment of rights and obligations in law is referred to as achievement/promise. Consumers fulfill their achievements/promises to pay for food orders, and GoFood drivers fulfill their achievements/promises to first pay for consumer food orders and then deliver them to the food delivery place according to the address given by the consumer on the GoJek application. There are two ways to process food payments as well as food delivery: first, by using COD (Cash On Delivery), where consumers can pay in cash when receiving food

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from GoFood drivers. Second, by means of electronic payment (e-money), here the consumer must first have a sufficient balance in the GoJek application. In contrast to the COD model, e-money allows consumers to pay for the food they order first, GoFood drivers do not pay first, they are only obliged to deliver it. Therefore, the e-money payment method does not result in any risk of loss for GoFood drivers, there has never been a cancellation of food orders by consumers using the e-money payment method. On the other hand, it is the COD payment method that has the potential to cause big losses for GoFood drivers if consumers arbitrarily cancel orders, even though the GoFood drivers have already paid for the food orders to restaurants/restaurants that have been selected by consumers in the GoJek application. There have been many examples of cases of canceling food orders by GoFood users which have become trending topics for news on social media.

In the author's search, GoJek did state that driver-partners could get compensation if the GoFood order was canceled by the buyer. Refunds can be made through the system. However, there is no definite and accurate information from GoJek itself, how many partners, namely GoFood drivers, have received refunds for canceling orders made by buyers. In fact, the author found a complaint from a GoFood driver on one of the official online portals, in a period of approximately 3 months, he has not received compensation funds from GoJek for orders canceled by buyers. Will GoJek's statement promising compensation for canceling the buyer's food order to its partners come true? Or is a promise just a promise? However, the author also found the testimony of the GoFood driver who expressed his gratitude for the GoJek compensation he had received. There has been no further research on the percentage of drivers who have received compensation with drivers who have not/not received compensation from GoJek.

Food-to-order transactions between GoFood buyers and drivers are included in electronic transactions. Electronic transactions are part of e-commerce (trade carried out using electronic means), which is emphasized in Article 1 number 1 of the ITE Law, "Electronic transactions are **legal actions** carried out using computers, and/or other electronic media." The author emphasizes once again, that based on the ITE Law, that the transaction between food

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orders between buyers and GoFood drivers that has been agreed through smartphones as electronic means is a **legal act**, and every legal action must have **legal consequences**. Then, is there a legal consequence of the buyer's unilateral cancellation of food orders? Of course there is, it is emphasized in article 46 of Government Regulation Number 82 of 2012 concerning the Implementation of Electronic Systems and Transactions (PP PSTE) (Government Regulations concerning the Implementation of Electronic Systems and Transactions., 2012)," Electronic transactions carried out by the parties have legal consequences for the parties. party."

First, legal protection for online drivers is not protection for workers based on work agreements, but protection as a party to a partnership agreement. Partnerships prioritize mutually beneficial relationships. GoJek's position with GoFood drivers is equal, not as superiors and subordinates. Quoting Kwik Kian Gie's opinion, partnership is a business collaboration between large or medium-sized companies engaged in the goods and services sector with small industries based on the principles of mutual need, mutual strengthening, and mutual benefit. So, GoJek's statement promising to provide compensation for canceling orders from buyers to partners is an action that should be taken.

Second, order cancellations can come from GoFood drivers or consumers, for various reasons, ranging from drivers who don't come right away, network errors, and others. The frequency with which consumers cancel orders will cause online drivers problems and losses also affect the rating system. Consumers will be suspended from their accounts.

Third, the cancellation of food orders by the buyer is an act of default / breaking a promise, in this case the GoFood driver has the right to claim losses from the buyer as stated in article 1243 of the Civil Code where, "reimbursement of costs, losses and interest due to non-fulfillment of an agreement, then begins to be required," if in **debt**, after being declared negligent in fulfilling the engagement. Keep it wrong, or if something has to be given or made, it can only be given or made within the lapse of time." It is true that the GoFood buyer who chooses the

COD payment method is in the position of the debtor, so he is obliged to pay his debt to the GoFood driver who has paid for the food he ordered in advance.

## **CONCLUSION**

It is time for Indonesia to follow the steps of the Philippines to protect drivers from bad faith by customers by drafting the Food and Grocery Delivery Service Act which prohibits the cancellation of transactions from food and grocery delivery service providers when drivers have submitted payment for goods or goods have been received to customers. Violators will get a maximum sentence of 6 years in prison plus a fine of PHP 100,000 or the equivalent of Rp. 2.8 million and pay the shipping service rate for the value of the goods ordered. Strict sanctions like this will make GoFood users who have bad intentions and have no sincere intentions to seriously use the service; think a thousand times to prank GoFood drivers.

The Gojek company as a GoFood driver partner should strive to minimize the losses of its partners who are victims of irresponsible acts of users with bad intentions by removing the COD (Cash On Delivery) payment option or closing the order cancellation option automatically as soon as the GoFood driver partner pays the order. consumer food.

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