

# THE LIABILITY OF FREIGHT FORWARDING SERVICE PROVIDERS AND CONSUMER PROTECTION CONCERNING THE LOSS OF GOODS IN SHIPMENT

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## Abstract

*This study aims to analyze the liability of expedition service providers and consumer protection related to the loss of goods, focusing on Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd. The expedition business has significant growth potential, driven by increasing logistics demands, which encourages courier companies to offer various delivery services. However, these services are not always satisfactory, as issues of lost goods frequently occur. Such incidents can be categorized as breaches of contract since expedition companies failed to fulfill their obligations to consumers, raising questions about the liability of business actors and consumer protection against the loss of goods during shipment. This research employs a normative juridical method with a statutory approach. The findings indicate that business actors are obliged to compensate for the value of the lost goods in accordance with the provisions of the Consumer Protection Law. In the case of J&T Cargo, the compensation offered was significantly below the value of the lost goods, resulting in consumer dissatisfaction and prompting objections to be filed in court. This study recommends stricter enforcement of the law to protect consumers and ensure that business actors fulfill their obligations under applicable legal provisions. It also highlights the importance of resolving disputes through legal channels to provide certainty for consumers and improve service quality in the goods delivery industry.*

**Keywords:** *Shipping Services; Liability of Service Providers; Consumer Protection*

## 1. INTRODUCTION

Indonesia, with its rapid economic growth, is expected to continue to require greater logistics services in the future. This opens up opportunities for expedition businesses to play an increasingly dominant and strategic role in supporting national logistics needs. Along with this increasing demand, the need for logistics services has become increasingly complex and varied, ranging from inter-provincial cargo delivery to small-scale goods delivery services that support the e-commerce sector. Expedition companies that work in the logistics sector are encouraged to be able to adapt, both in terms of capacity and flexibility, in order to accommodate market demand with increasingly diverse and increasing services. Although there are companies that offer goods delivery services by providing favorable conditions for their workers and customers, in reality, the quality of delivery services in the community is not always satisfactory.

One of the causes is the loss of goods during the shipping process. This situation can be categorized as a breach of contract, considering that the shipping company fails to fulfill its responsibilities to service users. (Musyafah et al., 2018). If the shipping company fails to fulfill these obligations, then all legal consequences and responsibilities for the violations that occur will be entirely in the hands of the company. In other words, the shipping company is fully responsible for every action taken in its operations, including if there is a loss or negative impact as a result of the violations committed. Although there has been a lot of research discussing the responsibility of shipping companies for the loss of consumer goods, this research will discuss the case that occurred between Novenda Arif Hasanah with J&T Cargo Pusat Jakarta in Decision Number 62/Pdt.Sus-

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BPSK/2023/PN.Mkd. This research is different from the research conducted by Milenia (2022) which raised the issue of research regarding ANTERJA which removed consumer goods and did not provide full compensation because the consumer did not provide insurance for the package (Millennia, 2022). This study is also different from the study conducted by Saragih (2023) which discussed the responsibility of PT. Lion Parcel for the loss of goods suffered by consumers. (Saragih, 2023). In addition, this research is also different from other research compiled by Ksatriagana and Utama (2020) discuss the legal relationship between companies and consumers and the company's responsibility for damage to consumer goods sent via delivery services in Denpasar City. (Ksatriagana & Utama, 2020).

Based on the three previous studies that have been conducted, none of them have discussed the renewal of consumer protection regulations related to the compensation system for lost goods. However, the three studies discuss the importance of fulfilling consumer rights through full compensation, especially for consumers who lose goods. This is a potential in the development of Indonesian national law, so that the basis for renewal of consumer protection regulations related to compensation for lost goods needs to be implemented. So that law enforcement officers are required to be involved and pay attention to consumer protection efforts so that every person who experiences lost goods is able to get their rights back.

In the legal framework regulated by Law of the Republic of Indonesia Number 8 of 1999 concerning Consumer Protection (UUPK), Article 4 paragraph (8) affirms the consumer's right to obtain compensation, damages, and/or replacement in the event that the goods and/or services received do not comply with the agreement or do not meet the standards that should be. Furthermore, Article 7 letter f mandates the obligation for business actors to provide compensation, damages, and/or replacement for losses arising from the use, utilization, or utilization of the goods and/or services they offer. However, in practice, often the responsibility of the shipping company in ensuring the smoothness of the goods delivery process and compliance with the established standards is not fulfilled. This creates a situation where the shipping company does not provide adequate accountability regarding compensation to consumers who experience losses, thereby harming the legal position of consumers as the weaker party in the transaction.

In the case listed in Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd, this case began with an objection filed by Novenda Arif Hasanah (Applicant) against J&T Cargo Pusat Jakarta, including its branches in Depok and Magelang (Respondent), regarding the loss of a shipment of goods in the form of a MacBook Pro M1 MAX laptop with a value of IDR 35,000,000. The goods were sent on July 27, 2023 with receipt number 200241831842. The Applicant found that the laptop that was sent had been taken by someone using an invalid identity. The Applicant's efforts to obtain an adequate solution through a complaint to J&T Cargo did not produce the expected results, even though the Respondent admitted their mistake. However, the compensation offer submitted was only IDR 4,230,000, clearly far below the value of the lost goods.

The Applicant's dissatisfaction with the offer prompted him to take the matter to the Consumer Dispute Resolution Agency (BPSK) in Yogyakarta, but the mediation that was conducted was unable to provide the desired legal certainty. Therefore, the Applicant filed a petition with the court to declare that the Respondent had committed an Unlawful Act (PMH), and requested material compensation of Rp35,000,000 and immaterial compensation of Rp500,000,000. The Applicant also requested that the court order the payment of a fine of Rp1,000,000 per day as a consequence of the delay, as well as the seizure of the Respondent's assets to be used as collateral for the claim filed. Based on the explanation that has been given, the researcher focuses this study on two main issues. First, the responsibility of business actors in the expedition service sector and consumer protection efforts regulated in consumer protection law, especially in the context of lost goods being shipped. Second, the implementation of

this responsibility in cases of lost goods, which is described in Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd, will be the focus of further analysis. Thus, this study aims to analyze both normatively and the implementation of the responsibility of expedition service business actors and consumer protection in relation to lost goods shipments based on consumer protection law in Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd.

This study aims to examine and analyze the extent to which legal protection is provided to consumers who suffer losses due to violations of their rights, as stated in Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd. In this case, the main focus is to assess the dispute resolution mechanism implemented by the Consumer Dispute Resolution Agency (BPSK) in providing justice to affected consumers, as well as to see how the decision reflects the protection efforts that should be provided in accordance with the provisions of the law applicable in the Indonesian justice system.

## 2. METHOD

In this study, the researcher applies a normative legal approach with a qualitative method, which focuses on the analysis of legal norms contained in various laws and court decisions. (Matheus & Gunadi, 2024). In addition, this research also explores legal norms that are not only formally recognized, but also those that are developing and being applied in society. (Ali, 2013). In this study, the researcher applies a legislative approach which is a research method that requires an in-depth analysis of all laws and regulations relevant to the legal issue being studied. Through this approach, the researcher attempts to dig deeper into the ratio legis and the ontological basis that is the basis for the formation of the law. In this way, it is hoped that a broader understanding of the philosophy underlying the law can be revealed, while also evaluating the possibility of a philosophical conflict between existing legal provisions and the problems currently being faced. In addition, this study also aims to analyze whether the new laws and regulations have covered all the provisions needed to respond to the situation being faced, or on the contrary, there are still shortcomings in the regulations.

In this study, the legal sources used can be divided into three main legal material categories. (Mamudji, 2014). First, there are primary legal materials that include laws and court decisions. These materials form the legal basis and provide important precedents in judicial practice. Second, secondary legal materials, which include academic literature, books, and articles published in law journals. These sources provide in-depth analysis, criticism, and interpretation of existing legal norms, thereby helping to enrich understanding of the legal issues discussed. Finally, the category of tertiary legal materials includes encyclopedias and other reference documents. All data and information that has been successfully collected from various sources will be processed using a systematic approach, in order to produce in-depth analysis and comprehensive perspectives related to the legal issues that are the main focus of this study. This data processing process is not only aimed at presenting relevant information, but also to provide a broader and deeper understanding of the legal problems faced so that appropriate and useful recommendations can be produced for the development of legal science.

This study adopts a normative methodology with an emphasis on literature study. The first step taken by the author is to compile a complete list of all relevant legal texts. The existing legal sources are then classified into three main categories: primary, secondary, and tertiary. In this case, primary legal materials include laws, regulations, and court decisions that are directly related to the topic being studied, which are systematically cataloged for easy access and analysis. Furthermore, secondary legal materials serve as additional sources of information used in documentation studies, where these references are analyzed to provide insight and answers to existing problems. Meanwhile, tertiary legal materials are used as a tool to interpret the meaning of relevant terms in the context of this study. In



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analyzing the data, the author applies a qualitative method. This qualitative approach is used to explore and analyze existing data sources, utilize relevant qualitative techniques, and organize and group data into more manageable parts. This process also includes information synthesis, to understand in depth what is being studied. The purpose of this paper is to describe the research object based on the data that has been collected, and then draw general and significant conclusions regarding the problems raised.

### **3. RESULTS AND DISCUSSION**

#### **3.1 Responsibilities of Expedition Service Providers and Consumer Protection Regarding Loss of Shipment of Goods Based on Consumer Protection Law**

##### **3.1 Responsibilities of Expedition Service Providers Regarding Loss of Shipment of Goods**

Based on Article 4 of the Consumer Protection Act, every consumer in Indonesia has a number of rights guaranteed by law to ensure a fair and safe transaction experience.(Ainiyyah & Wulansari, 2022). First, consumers have the right to choose the desired product or service and obtain goods or services according to the agreed value, specifications, and guarantees. This means that consumers must be able to enjoy the freedom to make choices without pressure and receive products or services according to the manufacturer's promises. Consumers also have the right to feel safe and comfortable when using goods and services, considering that the use of these products or services should not endanger their safety. In addition, the right to obtain clear, accurate, and easy-to-understand information regarding the terms of use, quality, and warranty of products or services is also an important thing that must be fulfilled by providers of goods or services(Rahwinda Pangestu Nugroho Putri et al., 2024). This information aims to ensure that consumers are not misled and can understand the products or services they purchase thoroughly.

Consumers have the freedom to submit complaints, opinions, or suggestions regarding the goods or services used, as part of quality control that is important for service development. Furthermore, in situations where consumers experience dissatisfaction or problems in transactions, they have the right to obtain legal assistance, protection, and consumer dispute resolution. This includes the right to advice or guidance on consumer rights that may be needed in the process of resolving problems. Consumers also have the right to be treated fairly, honestly, and without discrimination by providers of goods or services. In the event that the product or service received does not meet standards or is not in accordance with the agreement, consumers have the right to request compensation or damages. Finally, in addition to these rights, every consumer has other rights that are protected by various relevant laws and regulations, guaranteeing maximum protection for consumers in all aspects of transactions.

In the provisions of Article 7 of the UUPK, various obligations that must be carried out by business actors are stipulated.(Hidayat, 2023). This provision is designed to ensure the fulfillment of consumer rights comprehensively, thus creating a balanced relationship between business actors and consumers. Every business actor has a legal obligation to carry out business activities in good faith and responsibly, especially in every commercial transaction they make. This obligation includes the delivery of clear, honest, and easily understandable information by consumers regarding the condition of the products or services offered. This information must include important aspects such as quality assurance, usage guides, and detailed product care instructions. In addition, business actors are also required to provide transparent and accessible repair procedures in the event of damage or other after-sales service needs.

Furthermore, business actors have a moral and legal obligation to provide customer service that is not only of high quality, but also based on the principles of honesty, transparency, and inclusiveness. In carrying out these responsibilities, business actors are required to ensure that every customer gets a satisfactory service experience, without exception, so that no individual or group feels disadvantaged or



neglected. Furthermore, business actors must also ensure that every product or service offered meets the quality standards that have been set, both by government regulations and relevant industry guidelines.

In running their business, business actors have an obligation to ensure that consumers are given adequate opportunities to try or test certain goods or services before deciding to buy. This aims to allow consumers to assess the quality and suitability of the product or service to their needs. In addition, business actors are also required to provide guarantees or warranties for the goods or services offered. This step not only provides a sense of security for consumers, but also emphasizes legal certainty that protects their rights as users. If consumers experience losses as a result of the use of goods or services that have been transferred, business actors are obliged to provide appropriate solutions, either in the form of replacing goods, repairing damage, or compensation in the event that the goods or services received by consumers do not meet quality standards, specifications, or other provisions as previously agreed in the agreement, business actors have a legal obligation to provide other adequate solutions (Prasetyo & Mudiparwanto, 2024). The solution can be in the form of replacing goods or services with new ones, product repairs, or other forms of recovery that are in line with consumer desires and expectations.

According to Article 19 of the Consumer Protection Act, business actors have full responsibility to ensure that the goods or services they produce or trade do not harm consumers. In the event that the goods or services are proven to cause damage, pollution, or loss to consumers, business actors are required to provide accountability that is balanced with the impact caused through compensation. This provision reflects the principle of consumer protection which aims to provide guarantees for consumer rights, including the right to a sense of security, comfort, and legal certainty in using goods or services. (Syafitri & Dewi, 2022).

Compensation to consumers can be given in various forms, including refunds, replacement with other goods or services of equivalent value, provision of medical care facilities, or compensation in accordance with the provisions of applicable laws and regulations. Business actors are required to fulfill this obligation within a maximum period of seven days from the date of the transaction. However, fulfilling the obligation to provide compensation does not eliminate the possibility of criminal proceedings against the business actor, especially if it is proven that there is an element of negligence or error in the products or services provided. On the other hand, if the business actor is able to legally prove that the loss suffered by the consumer arose from the consumer's own error or negligence, then the obligation to provide compensation can be set aside based on the principle of proportional responsibility.

According to Article 19 of the UUPK, any business actor who is negligent or fails to fulfill their obligations to consumers may be subject to administrative sanctions by the BPSK. This sanction, as regulated in Article 60 paragraph (2) of the UUPK, is in the form of an obligation to provide compensation that can reach a maximum value of IDR 200,000,000.00 (two hundred million rupiah). In another context, if there is an error in the delivery of goods by the carrier, the shipping company that entered into an agreement with the carrier for the purpose of transporting the goods also has responsibility for the error. This is because the expedition acting on behalf of the sender, through the agreed contract, plays a role in selecting the carrier who is considered worthy of carrying out the delivery so that if the carrier makes a mistake, the expedition also bears the consequences and is responsible to the sender, because in this case it is considered to have violated the existing agreement.

In the context of Indonesian law, the responsibility of the expedition for the delivery of goods is regulated in Article 87 of the Commercial Code. This article stipulates that the expedition company is obliged to ensure that the delivery is carried out quickly, regularly, and with great care to guarantee the

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security of the goods entrusted by the consumer. As a shipping service provider, the expedition company has a legal obligation to the sender or consumer, to ensure that the goods arrive in good condition without damage or loss. If in the shipping process there is a violation or error from the expedition party, then the responsibility for the losses incurred lies with the company. This is in line with Article 1366 of the Civil Code, which states that everyone is obliged to bear the legal consequences of actions or negligence that harms another party (Palapessy et al., 2023). Based on this provision, the shipping company has an obligation to provide compensation to consumers if the goods are lost, damaged, or delayed due to negligence or deficiencies in carrying out its duties. This obligation includes proportional compensation for material and immaterial losses that consumers may experience due to delivery failure. (Chairussuriyati, 2022)

**3.2 Consumer Protection Regarding Lost Shipments**

Consumer protection is basically a series of efforts designed to ensure that consumer rights are protected fairly and evenly in every transaction. This protection includes strategic steps aimed at creating legal certainty, providing a sense of security, and maintaining a balance of interests between business actors and consumers. (Prayuti et al., 2024). This effort reflects a strong commitment to realizing a safe, fair, and transparent transaction environment for consumers. In addition to functioning as a preventive measure to minimize the possibility of violations that have the potential to harm consumer rights and interests, this protection also plays a significant role in supporting law enforcement. (Aulia & Indawati, 2021).

In the realm of legal protection, the approaches taken can be grouped into two main categories, namely preventive and repressive legal protection. Preventive legal protection refers to efforts proactively designed by state or government authorities to prevent the possibility of violations of the law. This approach aims to create a framework that ensures compliance with the law through various mechanisms, such as legislative regulations, policy socialization, and community empowerment to understand their legal rights and obligations. Through the implementation of applicable laws and regulations, the government provides clear guidelines and limitations that must be followed by each individual in exercising their rights and obligations. The protection in question aims to create a more orderly and safe social order, so that every member of society can avoid behavior that can harm themselves or others. With the existence of strict and detailed rules, it is hoped that each individual can behave in accordance with the established legal norms, which in turn will reduce the possibility of violations of the law and increase compliance with existing provisions.

On the other hand, repressive legal protection arises in response to violations that have occurred. After a violation or dispute occurs, this repressive action aims to uphold justice. The form of sanctions imposed, such as fines, imprisonment, or other additional penalties, serves not only to punish the offender but also to provide a deterrent effect. Thus, this repressive action becomes a tool for the legal system to ensure that every violation is not left unpunished, and that victims get the justice they need. These two forms of legal protection complement each other. While preventive protection seeks to avoid violations before they occur, repressive protection ensures that when violations have occurred, the law is still enforced and justice can be achieved. Through these two approaches, the legal system seeks to create a more just and orderly society.

Article 45 paragraph (1) of the Consumer Protection Act expressly states that every consumer who suffers a loss due to negligence or non-conformity in the implementation of services by a business actor has the right to file a claim for said loss. This right to sue can be pursued through an institution authorized to handle disputes between consumers and business actors, or if deemed necessary, can also be pursued through a court process in a general court. Consumers who feel disadvantaged in a





transaction have the right to seek a peaceful resolution of the dispute through a mediation process outside the courts, provided that both parties agree to do so. This is regulated in Article 45 paragraph (2) of the Consumer Protection Act. In addition, Article 16 of the Consumer Protection Act explains that business actors who do not fulfill service commitments—including failure to keep promises or violate agreed deadlines—can be subject to legal sanctions in accordance with applicable regulations.

If a dispute occurs between consumers and business actors, the resolution of the dispute must be carried out by referring to the provisions stipulated in the Consumer Protection Act, especially in Article 45. (Ekawati & Johan, 2021). In the provisions of the a quo article, it is expressly stated that consumers who feel aggrieved have the right to file a lawsuit against the business actor. The lawsuit can be filed through two main dispute resolution channels, namely through the courts or non-litigation channels, in accordance with the agreement reached between the consumer and the business actor. However, it should be noted that even though the dispute resolution is carried out outside the courts, the provisions of criminal law still apply and must be followed in accordance with the provisions of the laws and regulations in force in Indonesia. In this case, Article 45 paragraph (1) of the Consumer Protection Act provides two main alternatives for dispute resolution, namely through arbitration or through the courts. One of the institutions that has special authority in handling consumer disputes is the Consumer Dispute Resolution Agency (BPSK), which is further regulated in Article 49 of the Consumer Protection Act (Handayani & Harahap, 2021).

BPSK functions as an alternative dispute resolution, not as a formal court institution. (Rimanda, 2019). In carrying out its functions, BPSK produces decisions through conciliation, mediation, or arbitration methods, which are more collaborative processes than litigation. The main tasks of this agency include handling and resolving disputes between consumers and business actors, providing consultation on consumer protection, and supervising standard clauses that are often detrimental to consumers. In addition, BPSK also has the authority to report violations of the law to the general investigator. The dispute resolution process at BPSK involves a panel consisting of a number of competent members, with the assistance of a Registrar who acts as part of the secretariat to ensure the smooth running of the process.

The decision made by BPSK must be taken within a maximum period of 21 working days since the complaint was received from the consumer. After that, the decision that has been determined must be submitted to the district court to obtain further ratification as a stronger basis for legitimacy. Business actors involved in the dispute are required to implement the BPSK decision within seven working days after the decision is announced. Although the BPSK decision does not have direct legal execution power, business actors are still obliged to comply with and implement the decision. However, in practice, dispute resolution through arbitration at BPSK often experiences delays, where the settlement process can take more than 21 working days. This is generally caused by the absence of one of the parties who should have been present at the specified time. This situation often encourages consumers to seek alternative dispute resolution through other institutions, such as the Consumer Development and Protection Agency (LP2K), which tends to be more responsive in handling consumer rights and obligations issues. (Henukh & Miharja, 2022).

The procedure for filing a lawsuit in court is clearly regulated in Article 46 of the Consumer Protection Act. In paragraph (1) of the article, it is emphasized that the parties who can file a lawsuit related to violations of consumer rights include several groups, namely consumers who directly suffer losses, heirs who have the right to represent the interests of consumers who have died, consumer groups with similar interests, and consumer protection institutions based on community self-help and meet the requirements determined by laws and regulations. These lawsuits are filed with the competent district court, in accordance with applicable legal provisions. In addition, in the case of material losses

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in significant amounts and/or those concerning the public interest, including the government, the affected parties, such as victims or related agencies, are also given the right to file a lawsuit. Further procedures regarding the procedures and mechanisms for this lawsuit are regulated in more detail in the appropriate government regulations, which aim to ensure the achievement of optimal protection for consumers and accommodate the various interests involved.

In Indonesia, the implementation of the task of protecting consumer rights based on the UUPK is entrusted to the Indonesian Consumers Foundation (YLKI). As a non-governmental organization, YLKI has a strategic role in defending and ensuring that consumer rights are well protected. However, in carrying out this role, YLKI is faced with various quite complex challenges. This includes issues related to market supervision, consumer education, and handling complaints that often involve various industrial sectors that are not always easy to regulate.

### **3.4 Implementation of the Responsibilities of Expedition Service Business Actors and Consumer Protection in Relation to Loss of Shipment of Goods Based on Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd**

#### **3.4 Position Case**

Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd at the Magelang Regency District Court involved a dispute between Novenda Arif Hasanah as the applicant and J&T Cargo Pusat Jakarta and several of its branches, namely the Depok Branch and Magelang Branch, as the respondent. This case was filed in connection with the loss of a shipment of a 14-inch MacBook Pro M1 MAX laptop worth around Rp35,000,000, with a shipping receipt number of 200241831842. On July 27, 2023, the applicant sent the goods via the respondent's shipping service, to Tapos, Depok, West Java. The applicant also paid an insurance fee of Rp50,000.

According to tracking records, on August 1, 2023, the goods were declared to have been received at the destination address. However, the applicant found that the actual recipient never received the shipment. After being traced, it turned out that the goods were taken by someone using a fake identity with a falsified ID card according to the recipient's name listed. The applicant and recipient's efforts to file a complaint with J&T Cargo did not produce satisfactory results. The Respondent admitted negligence, but only offered compensation of IDR 4,230,000—consisting of a maximum insurance claim limit of IDR 2,500,000 and shipping costs of IDR 1,730,000. This figure is clearly not comparable to the value of the lost goods. Due to this dissatisfaction, the applicant filed a complaint with the Yogyakarta BPSK. However, mediation at the BPSK did not produce a satisfactory decision or legal certainty according to the applicant's expectations, so the applicant took the case to court.

In its application to the District Court, the applicant asked the court to declare that the respondent had committed an unlawful act related to the loss of the shipment. The applicant also demanded that the respondent be required to pay material losses of Rp35,000,000 and immaterial losses of Rp500,000,000, with a total claim reaching Rp535,000,000. In addition, the applicant requested that the respondent be subject to a sanction in the form of forced money (dwangsom) of Rp1,000,000 per day if there is a delay in payment of compensation. As additional collateral, the applicant proposed the seizure of the respondent's assets until the obligation to pay the losses is fulfilled.

### **3.5 Responsibilities of Expedition Service Providers Regarding Loss of Shipment of Goods**

The responsibility of the expedition service business actor in the case of Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd regarding the loss of goods delivery, namely the MacBook Pro M1 MAX laptop, refers to the provisions of the UUPK. In the UUPK, business actors are required to provide compensation or compensation to consumers if there is a loss due to damage or loss of goods





during the shipping process. J&T Cargo, as a business actor in this case, admitted the error related to the loss of goods, but only offered compensation of IDR 4,230,000, which consists of the maximum insurance claim limit and shipping costs, even though the value of the lost goods is much greater, namely IDR 35,000,000. Article 19 of the UUPK clearly stipulates that business actors are required to be responsible for damage, pollution, or losses experienced by consumers due to goods or services traded. This responsibility includes providing compensation in the form of a refund, replacement of goods, or similar services with a value equivalent to the lost goods. This compensation must be given within a maximum of 7 days after the transaction, and business actors cannot escape responsibility on the grounds of unintentional or third party error if there is insufficient evidence.

In this case, J&T Cargo did not provide compensation in accordance with the value of the lost goods, so the applicant filed an objection in court to demand fairer compensation, including requesting material compensation of IDR 35,000,000 and immaterial compensation of IDR 500,000,000. The responsibility of business actors also includes the obligation to pay compensation within the specified time and the potential for administrative sanctions if they do not fulfill these obligations, as regulated in Article 19 of the UUPK and Article 60 paragraph (2) of the UUPK. Business actors who do not carry out their obligations in accordance with Article 19 of the UUPK may be subject to administrative sanctions by the BPSK in accordance with Article 60 paragraph (2) of the UUPK, with a maximum compensation value of IDR 200,000,000. In this context, the BPSK also acts as a mediator in consumer disputes to ensure the implementation of responsibilities by business actors.

### 3.6 Consumer Protection Regarding Lost Shipments

In this case, although J&T Cargo admitted that there was a mistake related to the loss of goods, the compensation provided was far below the value of the lost goods, indicating that the business actor's responsibility was not carried out in accordance with the provisions of Article 19 of the UUPK. In the context of transportation, business actors are required to fully protect consumer rights and provide a fair compensation mechanism. Failure to carry out this responsibility may result in further legal action, including criminal charges if an element of intent is found.

Article 4 of the Consumer Protection Act stipulates that consumers have the right to comfort, security, and safety in using goods or services. This right includes the right to obtain goods or services in accordance with the agreement or conditions promised by the business actor. In this case, consumers have the right to safe delivery of goods, and in the event of loss, they are entitled to compensation equivalent to the value of the lost goods. Other relevant rights in this case are the right to compensation or damages if the goods received do not match those promised, either in terms of quality or delivery. This includes the right to obtain honest and correct information from the business actor regarding the delivery process, as well as the right to file a complaint or advocacy if their rights as consumers are violated.

Consumer protection in terms of shipping goods is not only repressive after a loss occurs, but must also be preventive. Business actors in shipping services are required to guarantee the quality and safety of the goods they send and provide fair compensation if a problem occurs. In this case, J&T Cargo admitted its mistake, but the compensation offered did not reflect the value of the lost goods, thus causing dissatisfaction from consumers. Article 19 of the UUPK stipulates that business actors are responsible for losses experienced by consumers due to the use of their goods or services (Matheus & Gunadi, 2024). If there is a loss such as loss of goods, the business actor must provide compensation in the form of replacing similar goods or cash with an equivalent value to the lost goods. In addition, compensation must be provided within a maximum period of 7 days from the time the complaint is submitted.

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The responsibility of the expedition service business actor, as seen in Decision Number 62/Pdt.Sus-BPSK/2023/PN.Mkd, shows the importance of consumer protection in the event of loss of goods during the shipping process. Based on Article 19 of the UUPK, business actors are obliged to provide compensation equivalent to the value of the lost goods. In this case, J&T Cargo only offered compensation of IDR 4,230,000, which is far from the actual value of the lost goods, which is IDR 35,000,000. Although J&T Cargo admitted its mistake, the compensation offered shows that the business actor did not fulfill its responsibilities proportionally. This case also emphasizes the importance of consumer protection in preventive and repressive forms. Preventive protection is an action taken to prevent violations of consumer rights before a problem occurs, including through honest information, timely handling, and fulfillment of obligations according to the agreement. J&T Cargo's failure to guarantee the safety of shipping goods shows the need for increased supervision in the implementation of the obligations of expedition service business actors. Repressive protection, which is manifested in the form of sanctions or fines, is also a solution if business actors fail to fulfill their obligations, as stipulated in Article 60 of the Consumer Protection Law. BPSK has the authority to impose administrative sanctions of up to IDR 200,000,000 on business actors who violate this provision. The solution to overcome the problem of compensation that does not match the lost goods is to have an update in the regulations of the Consumer Protection Law. In these regulations, it is necessary to state that the amount of compensation received by consumers is not differentiated based on insurance claims that have been paid by consumers, but rather all consumers who experience loss of goods receive compensation equivalent to the value of the lost goods. So that the fulfillment of consumer rights and welfare can be achieved.

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