



Understanding logistics companies' responsibilities: A case study of PT Tiki Jalur Nugraha Ekakurir

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Abstract

This study examines the legal rules governing the responsibility of logistics companies, focusing on PT Tiki Lane Nugraha Ekakurir's obligations to consumers regarding delays, damages, and losses in shipments. Analyzing relevant laws and regulations, including Consumer Protection Law No. 8 of 1999 and PT Tiki's Standard Delivery Conditions, reveals discrepancies between legal provisions and actual practices. Despite legal frameworks, customer expectations often exceed standard responsibilities. The research emphasizes consensus-building in transactions, aligning with the principle of Consensualism. PT Tiki's legal responsibility considers both legal certainty and justice. Disputes are initially resolved through familial channels, with legal recourse pursued if necessary. This study contributes to understanding legal frameworks in logistics and highlights the importance of aligning consumer expectations with legal standards.

Keywords: Logistics, liability, delay, damage, loss

Introduction

Logistics stands as a cornerstone of both the Indonesian and global economies, serving as a critical facilitator of trade and commerce. In the context of Indonesia's transitioning economy into the digital era, logistics assumes an increasingly pivotal role, particularly within the realm of E-Commerce. As online buying and selling burgeon, logistics operations become indispensable in facilitating seamless warehousing, timely delivery, and the crucial Cash on Delivery (COD) payment process, thereby bolstering the operations of countless sellers and businesses operating within the digital marketplace (Arham, 2022^[2]; Wu *et al.*, 2020)^[13].

Moreover, logistics serves as a linchpin in supporting the growth and sustainability of Micro, Small, and Medium Enterprises (MSMEs), which constitute a significant driver of economic activity and employment in Indonesia (Fany *et al.*, 2018)^[5]. By providing efficient and accessible logistics services, MSMEs are empowered to scale their operations, reach broader markets, and compete more effectively in an increasingly interconnected global economy. Additionally, logistics plays an instrumental role in meeting individuals' daily needs, particularly amidst the challenges posed by the ongoing pandemic. As people turn to online platforms to fulfill their essential requirements, logistics operations, including warehousing, transportation, and last-mile delivery, become indispensable in ensuring the timely and reliable distribution of goods to consumers' doorsteps (Alfarizi & Sari, 2023^[1]; Sharma *et al.*, 2022)^[9].

Furthermore, beyond its implications for commerce and consumerism, logistics holds profound significance for both industry and government sectors. Industries rely on efficient logistics networks to transport raw materials, components, and finished products across vast distances, ensuring smooth production processes and supply chain operations (Alfarizi & Sari, 2023^[1]; Sharma *et al.*, 2022)^[9]. Meanwhile, government agencies leverage logistics services to facilitate the delivery of essential goods, emergency relief supplies, and infrastructure projects, thus contributing to national

development efforts and socio-economic progress. In essence, logistics emerges as a multifaceted enabler, underpinning the functioning of diverse sectors and driving economic growth and societal well-being (Sianipar, 2019)^[10].

In the realm of logistics services, the occurrence of product errors such as delays, damages, and losses during the shipment process poses significant challenges for both service providers and consumers alike (Alfarizi & Sari, 2023^[1]; Sharma *et al.*, 2022)^[9]. These potential errors can lead to dissatisfaction among consumers and financial losses for logistics companies. To address such issues and ensure legal certainty in express delivery and logistics services, Indonesia has established a comprehensive legal framework. Laws such as Law Number 8 of 1999 concerning Consumer Protection and Law Number 38 of 2009 concerning Posts, supplemented by government regulations such as PP Number 15 of 2013 and PERMENKOMINFO No. 4 of 2021, provide guidelines and regulations governing the responsibilities and liabilities of logistics companies (Rizki *et al.*, 2022)^[8].

Moreover, logistics companies like PT Tiki Jalur Nugraha Ekakurir adhere to a set of standard delivery conditions known as SSP (Standard Delivery Conditions) to establish legal accountability to their customers. However, despite these standards, customers often demand greater responsibility from logistics companies than what is outlined in the applicable regulations. This discrepancy underscores the need for further examination and clarification of the legal responsibilities that should apply to logistics companies, particularly concerning the case of PT Tiki Jalur Nugraha Ekakurir and its customers (Helmi, 2021)^[6].

Hence, the researcher aims to conduct a comprehensive study to elucidate the legal responsibilities incumbent upon logistics companies, with PT Tiki Jalur Nugraha Ekakurir serving as a case study. Through this investigation, a deeper understanding of the legal obligations and liabilities of logistics companies in Indonesia can be gained, ultimately

contributing to the enhancement of consumer protection measures and the improvement of logistics service quality and accountability.

This research aims to examine the legal responsibilities of logistics companies, particularly focusing on PT Tiki Jalur Nugraha Ekakurir's interactions with consumers. It seeks to analyze PT Tiki Jalur Nugraha Ekakurir's obligations regarding incidents like delays, damages, and losses during shipments. Through a thorough review of relevant laws, regulations, and industry standards, the study intends to clarify the extent of PT Tiki Jalur Nugraha Ekakurir's liability and explore potential legal resolutions. Additionally, the research aims to explore the resolution of disputes that may arise between PT Tiki Jalur Nugraha Ekakurir and consumers. By examining legal precedents, consumer protection laws, and dispute resolution mechanisms, the study aims to delineate consumer rights and logistics companies' responsibilities in addressing such conflicts. Ultimately, this research seeks to contribute to the development of effective strategies for bolstering consumer protection and ensuring accountability within the logistics sector.

Research methods

The research conducted at PT Tiki Jalur Nugraha Ekakurir's Medan Main Branch adopts a normative-empirical legal approach, combining the examination of legal norms with their practical application in handling customer claims and complaints regarding delays, damage, and loss of shipments. Descriptive case study methodology is employed to provide a comprehensive understanding of the issue, comparing legal provisions with real-world practices (Efendi & Ibrahim, 2018) ^[4]. The research utilizes both statutory and conceptual approaches. The statutory approach involves analyzing national regulations concerning shipping companies' responsibilities, while the conceptual approach involves examining PT Tiki Jalur Nugraha Ekakurir's standard operating procedures (SOP) in addressing customer claims. Additionally, the conceptual approach incorporates insights from existing literature and previous studies on the subject.

The data sources for this research use primary data, namely data obtained directly from research in the field, in this case, PT Tiki Jalur Nugraha Ekakurir Medan Main Branch, and secondary data, namely data obtained from literature studies by conducting studies to gain understanding from various sources. Meanwhile, the legal source data used is primary legal material: Law Number 38 of 2009 concerning Post, Consumer Protection Law No. 8 of 1999, Civil Code in Articles 1238, 1244, and 1245, Criminal Code Articles 86, 90 and 468 of the Commercial Code, PP Number 15 of 2013, and PERMENKOMINFO No. 4 of 2021.

Data collection for this thesis involved several methods. Firstly, observations were conducted at PT Tiki Jalur Nugraha Ekakurir Medan Main Branch, focusing on claims data from the years 2021, 2022, and 2023, as well as legal case data on customer claims during the same period. Secondly, interviews were conducted with authorized officials at PT Tiki Jalur Nugraha Ekakurir, the Consumer Dispute Resolution Agency, and consumers who had filed claims. Thirdly, a literature study was conducted to supplement the field data. Once all data were collected, they underwent processing which included data checking, reconstruction, and systematization. The data were then

analyzed using qualitative descriptive analysis, which involves detailed elaboration or description to explain the realities uncovered by the research. Finally, the obtained data were interpreted systematically to draw conclusions, utilizing the inductive method to present specific analysis results before deriving general conclusions (Bachtiar, 2018) ^[3].

Result and discussion

Legal responsibility for the delivery of goods PT Tiki Lane Nugraha Ekakurir as a provider of goods delivery services to consumers.

Regulations, ranging from laws to ministerial regulations, provide legal certainty regarding the responsibilities of logistics companies to customers, aligning with Gustav Radbruch's principles. Radbruch emphasized four fundamental aspects related to the concept of legal certainty:

1. **Positive Law:** This implies that the law is established through legislation.
2. **Based on Facts:** The law should be grounded in reality.
3. **Clear Formulation of Facts:** Facts must be clearly articulated to prevent misunderstandings and facilitate implementation.
4. **Stability of Positive Law:** Positive law should not be subject to frequent or arbitrary changes.

Following the theory of legal certainty, regulations governing logistics services' responsibilities to customers for delays, damages, and loss of goods are established in various legal instruments. These legal sources include:

1. **Civil Law:** Governed by the Civil Code (KUHPerdata).
2. **Public Law:** Governed by the Criminal Code (KUHP) or Economic Crime regulations.
3. **Commercial Law:** Governed by the Commercial Code (KUHD).
4. **Other Regulations:** These encompass regulations beyond the Civil Code, Criminal Code, and Commercial Code, which may also influence logistics operations and customer responsibilities.

a. Consumer Protection Law No. 8 of 1999

Law Number 8 of 1999 concerning Consumer Protection in Article 7 is: a. has good intentions in carrying out its business activities; b. provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair, and maintenance; c. treating or serving consumers correctly and honestly and not discriminatory; d. guarantee the quality of goods and/or services produced and/or traded based on the applicable quality standards for goods and/or services; e. provide opportunities for consumers to test, and/or try certain goods and/or services as well as provide guarantees and/or warranties for goods made and/or traded; f. provide compensation, compensation and/or reimbursement for losses resulting from the use, use, and use of traded goods and/or services; g. provide compensation, compensation, and/or replacement if the goods and/or services received or utilized are not by the agreement.

b. Law Number 38 of 2009 concerning Post

The author highlights the legal principle of *Lex Specialis Derogat Legi Generalis*, which emphasizes that more specific legislation supersedes more general laws. In the context of delivery service companies' responsibilities, specific regulations outlined in Law Number 38 of 2009 concerning Posts take precedence. Articles 17, 30, and 31 of this law delineate the obligations of transportation companies and postal operators towards consumers. Article 17 mandates transportation companies to ensure the security and safety of shipments, while Article 30 places a duty on postal operators to maintain confidentiality and security. Additionally, Article 31 specifies that postal operators must compensate users for losses resulting from negligence or errors. However, exemptions apply, such as instances caused by natural disasters or the nature of the goods sent. The terms and conditions for compensation are determined through agreements between postal operators and users, including the resolution of lost and recovered items (Suryono & Isnaini, 2009)^[11].

c. Criminal Code in Articles 1238, 1244, and 1245.

Consumer protection is also regulated in the Civil Code (Civil Code) in Articles 1238, 1244, and 1245. In these articles, it can be explained that the party who owes the debt is considered to be the party who has committed negligence judging by the existence of an order or an agreement which shows that there is the party who committed the negligence. With a statement that one of the parties to the agreement was negligent, the negligent party must be punished by compensating for costs, losses, and interest. If there are compelling circumstances or unexpected events, the party who committed the negligence does not need to make compensation.

The responsibility of logistics service companies to consumers is part of civil law. In the Criminal Code, especially Articles 1238, 1244, and 1245, normatively there is nothing that conflicts with Law No. 38 of 2009 concerning POS, as well as Law No. 8 of 1999 concerning consumer protection. Including points that explain the exception to force majeure.

d. KUHD Articles 86, 90 and 468

Apart from that, consumer protection is regulated in the KUHD Articles 86, 90, and 468 of the KUHD (Commercial Code), which states that "an expeditor is a person whose job is to be a handyman instructing other people to carry out the transportation of goods. The obligations of the forwarder are also regulated in Article 468 of the Commercial Code, namely "to maintain the safety of the goods being transported from the time the goods are received until the goods are handed over. In addition, the carrier must compensate for losses arising because the goods cannot be delivered and damage to the goods occurs."

In the Commercial Code, especially Articles 86, 90, and 468, normatively there is nothing that conflicts with Law No. 38 of 2009 concerning POS, as well as Law No. 8 of 1999 concerning consumer protection, including the Civil Code. The Trade Code explains more specifically regarding delays, loss, and damage to shipments. Delays and losses are implicitly explained in the sentence "goods cannot be delivered".

e. PP Number 15 of 2013

PP Number 15 of 2013 provides detailed guidelines for determining service standards in both universal and commercial postal services. These standards encompass various aspects such as service access, regularity, human resource competency, speed, security, handling complaints, and customer satisfaction. Additionally, the regulation outlines the responsibilities of postal operators, including compensation for delays, losses, and damages caused by negligence, up to ten times the shipping cost, excluding insured shipments. However, the author notes potential ambiguities and biases in the guidelines regarding insurance coverage, particularly concerning delays, as logistics companies typically only insure against loss and damage. Despite this, PP No. 15 of 2013 complements the existing laws and regulations, ensuring alignment with higher legal principles, such as *Lex Superiori Derogat Legi Inferiori*, which mandates that lower regulations must not contradict higher ones.

f. Permenkominfo No. 4 of 2021

PERMENKOMINFO No. 4 of 2021 sets out regulations for postal operations, particularly emphasizing the obligations of logistics companies towards customers. It mandates the establishment of customer service functions equipped with various communication channels and sets stringent service standards for handling complaints. The regulation also addresses compensation for delays, losses, or damages during postal shipments. Aligning with higher regulations like PP No. 15 of 2013, it provides further specificity regarding the responsibilities of logistics companies, ensuring consistency and enhancing consumer protection by defining clear rights and responsibilities.

g. Standard Delivery Terms

In particular, Tiki Lane Nugraha Ekakurir as a service provider also has SSP (Standard Delivery Conditions) which are agreed to by customers when making transactions. This SSP (Standard Shipping Conditions) is conveyed to the customer during the transaction, along with accompanying documentation.

The Standard Delivery Terms of JNE (JNE Nugraha Ekakurir) encompass various clauses governing the agreement between JNE and its customers, including:

1. **SSP Provisions:** SSP serves as a binding requirement for all transactions conducted by JNE and forms an integral part of the agreement between JNE and its customers.
2. **Transportation Procedures:** JNE reserves the right to refuse certain documents or goods for transport, and customers are responsible for proper packaging and providing accurate shipment details.
3. **Shipment Inspection:** JNE may inspect shipments to ensure compliance with standard procedures but does not guarantee suitability for transport or accuracy of contents provided by the customer.
4. **Prohibition of Submissions:** JNE does not accept hazardous or prohibited items and may take necessary steps upon discovering any violation of submission rules.

5. **Guaranteed Ownership of Shipments:** Customers guarantee legal ownership of submitted documents or goods and release JNE from any claims or damages arising from ownership disputes.
6. **Rates:** JNE charges rates agreed upon with customers, which include local airport taxes but exclude additional taxes or duties.
7. **Indemnification:** JNE is liable for compensating losses due to damage or loss of shipments caused by employee negligence or JNE agents, subject to certain limitations.
8. **Claim Procedures:** Customers must submit claims regarding JNE's obligations within a specified timeframe and through written communication to the JNE office.
9. **Other Provisions:** JNE acts as an agent for customers in air transportation, and lower laws and regulations must not conflict with higher ones, as per the legal principle of *Lex Superiori Derogat Legi Inferiori*.

The author discusses two discrepancies in legal theories. Firstly, while SSP No. 8 states JNE's liability for compensating losses, PT Tiki Jalur Nugraha Ekakurir uses third-party transportation modes, potentially shifting responsibility. Secondly, SSP No. 8 excludes compensation for delays, contrary to PP No. 15 of 2013. The author questions the adherence of Tiki's Standard Service Procedure (SSP) to the principle of freedom of contract, as it lacks customer involvement. However, Tiki mitigates this by offering the agreement during transactions, allowing customers to approve the SSP.

The transaction between PT Tiki Jalur Nugraha Ekakurir and the sender aligns with the legal principle of Consensualism, where agreements and obligations arise through mutual consent. This principle resonates with the Islamic principle of contract, which emphasizes honesty and fairness in trade, as Prophet Muhammad (SAW) stated (Isnaini *et al.*, 2023) ^[11]. Despite potential concerns of deceit, PT Tiki Jalur Nugraha Ekakurir's transparent disclosure of Standard Delivery Conditions mitigates such risks. These conditions, possibly standard under the law, ensure contract validity in Islamic law by requiring mutual consent and absence of coercion. By having consumers sign agreements during transactions, PT Tiki Jalur Nugraha Ekakurir further confirms their consent to the contract terms, minimizing consumer losses.

Legal responsibility of PT Tiki Jalur Nugraha Ekakurir as a service provider to customers for incidents of delays, damage, and loss of shipments.

According to the Civil Code, civil legal liability can take the form of legal liability based on breach of contract and unlawful acts (*onrechtmatige daad*) (Verheij, 2023) ^[12]. Civil legal liability based on breach of contract can only be enforced by first having to have an agreement that creates rights and obligations. The agreement begins with the agreement of the parties.

The resolution of consumer disputes by PT Tiki Jalur Nugraha Ekakurir relies on the Standard Delivery Terms, which serve as the agreement document between the company and the consumer, thus establishing legal responsibility based on non-performance. This legal certainty is governed by several principles:

1. **Pacta Sunt Servanda:** This principle mandates that each party to an agreement must uphold its contents for legal certainty, rooted in the principle of good faith. Promises made in agreements are legally binding, ensuring adherence to the terms by all parties involved.
2. **Corrective Justice:** PT Tiki Jalur Nugraha Ekakurir also considers legal justice, specifically corrective justice, which aims to rectify wrongs committed. This principle seeks to provide adequate compensation for injured parties in cases of offenses or mistakes, restoring equality and balance.
3. **Islamic Business Principles:** *Al-adl*, or justice, balance, and equality, is a fundamental principle in Islamic business, emphasizing the maintenance of security and safety. Islamic law mandates the protection of five essential aspects, including religion, life, reason, offspring, and wealth. Events such as delays, damages, and losses can disrupt these principles, necessitating corrective action.
4. **Responsibility in Islam:** In Islamic teachings, consumer losses due to product defects or fraud are unjustified acts, imposing responsibility on companies. Liability for compensation, known as *dhaman*, includes various forms such as compensation for damage (*dhaman itlaf*), transactions (*dhaman 'aqdin*), actions (*dhaman wadh'u yadin*), detention (*dhaman al-hailulah*), and deception (*dhaman al-maghrur*). The logistics business falls under compensation for damage, emphasizing the importance of accountability and restitution.

The principle of responsibility according to Shidarta outlines several key aspects regarding the legal liability of logistics companies:

1. **Liability Based on Fault:** Logistics companies are held accountable for non-performance rather than unlawful acts. This principle, as per Civil Code Articles 1238, 1244, and 1245, focuses on breaches of contract rather than wrongful acts.
2. **Presumption of Liability:** The defendant, in this case, the logistics company, is presumed responsible until proven otherwise. The burden of proof lies with the defendant, who must demonstrate their innocence when faced with complaints or claims from customers.
3. **Presumption of Non-liability:** Unlike the presumption of liability, the presumption of non-liability does not apply in logistics, meaning that the defendant is not automatically assumed to be free from responsibility.
4. **Absolute Responsibility:** While strict liability dictates that fault is not a determining factor, absolute liability holds companies responsible without exceptions. However, logistics companies may be exempt from liability in cases of force majeure, such as delays, damages, or losses beyond their control.
5. **Limitation of Liability Principle:** Logistics companies like PT Tiki Jalur Nugraha Ekakurir may include exoneration clauses in their agreements, setting limits on liability. These limitations are adjusted according to relevant laws and regulations governing the industry.

Lateness

PT Tiki Jalur Nugraha Ekakurir has established liability provisions for late deliveries in its Standard Delivery Conditions, which are as follows:

1. For shipments using YES products, ensuring next-day delivery, PT Tiki Jalur Nugraha Ekakurir guarantees a refund of shipping costs under specific conditions. These conditions include negligence on the part of the company, exclusions for delays caused by customer errors or force majeure, and reimbursement limited to the shipping cost if the shipment fails to arrive before 24.00 the next day.
2. Similarly, for REGULAR products used for specific locations like North Sumatra and Pekanbaru, PT Tiki Jalur Nugraha Ekakurir provides a return postage guarantee if the shipment fails to arrive on the promised day due to company negligence. Exclusions apply for delays caused by customer errors or force majeure, with reimbursement limited to the shipping cost.
3. Additionally, PT Tiki Jalur Nugraha Ekakurir offers refunds of shipping costs and replacement of food value for items received in stale or damaged condition. This refund is applicable under conditions including company negligence, exclusions for customer errors or force majeure, and reimbursement limited to the shipping cost if the shipment fails to arrive before 24.00 the next day. The replacement of food value is applicable only for items with an expiry date of more than two days, with the expiry period declared during the transaction.

In reality, customer disputes often arise in terms of legal justice, particularly concerning compensation demands beyond the commercial value of goods due to delays. Examples include customers seeking compensation for late delivery of tender documents or vehicle tax fines incurred due to late or lost deliveries, which may not align with the standard delivery conditions or relevant laws. Similarly, customers may demand compensation for delays, losses, and damages caused by force majeure, which may not fully correspond with existing legal provisions. In such situations, PT Tiki Jalur Nugraha Ekakurir aims to consider legal justice for both the company and customers. Factors considered by the company typically include the communication process during transactions, adherence to standard delivery conditions, customer signatures on delivery receipts, inspection processes during transactions, the company's responsibility for delays, and the extent of customer losses (Suryono & Isnaini, 2009)^[11].

Damage

With legal certainty, PT Tiki Jalur Nugraha Ekakurir has provisions for liability for damage to shipments by the Standard Delivery Conditions agreed with the customer as follows:

1. If the shipment is packed by the company (with packing costs), then if damage occurs the company will provide compensation in the amount of the value of the goods (if the shipment is plus insurance), or a maximum of 10 times the shipping cost (if the shipment is not plus insurance)
2. If the shipment is not packed by the company, or the customer uses independent packaging, then if damage occurs the company will not provide any compensation.

To strengthen the legality of transactions, customers are required to make a statement refusing packing.

3. Shipments that are due to the nature of the goods being very easily damaged, so if damage occurs, whether in company or independent packaging, no compensation can be given.

In terms of legal justice, in reality, customer disputes often occur. Customers demand compensation beyond the price of the goods (commercial value) when damaged. Customers demand compensation for damage to shipments caused by the nature of the goods (not negligence of the delivery service), or shipments that do not use company packaging. This is not by Law Number 38 of 2009 concerning Posts in Article 31 (4), PERMENKOMINFO No. 4 of 2021 Article 92 (6).

Customers still demand compensation for damage caused by Force Major. This is not by the Civil Code (Civil Code) in Articles 1238, 1244, and 1245, Law Number 38 of 2009 concerning Posts in Article 31 (2).

So in conditions like this, PT Tiki Jalur Nugraha Ekakurir will take into consideration legal justice both for the company and for customers. The considerations made by companies usually take into account the following factors:

- a. The communication process between company officers and customers during a transaction, whether the company officer conveys the standard delivery conditions to the customer or not, whether the customer signs the delivery receipt or not. If it is not packaged by the company, is there a letter rejecting the packaging or not?
- b. The process of checking the contents of a shipment during a transaction, to prove the value of an item, and the condition of an item.
- c. The level of fault on the part of the company for shipment damage. 4) Customer loss rate

Lost

With legal certainty, PT Tiki Jalur Nugraha Ekakurir has provisions for liability for lost shipments by the Standard Delivery Conditions agreed with the customer as follows:

1. If the shipment is insured, then in the event of loss the company provides compensation equal to the value of the goods (the insured value of the insurance)
2. If the shipment is not insured, then in the event of loss the company will not provide any compensation. To strengthen the legality of transactions, customers are required to make a statement refusing insurance.

In terms of legal justice, in reality, customer disputes often occur. Customers demand compensation beyond the price of the goods (commercial value) when they are lost. The customer demands a replacement worth the price of the item due to loss even though it is not insured. This is not by PP Number 15 of 2013, in Article 10 (j), Standard Delivery Conditions/Agreements with Customers Article 8 (3), PERMENKOMINFO No. 4 of 2021 Article 92 Paragraphs 3 and 6.

The customer demands compensation beyond the price of the goods (commercial value). This is not by the Standard Terms of Delivery/Agreement between the company and the Customer, Article 8 (2), Law Number 38 of 2009 concerning Post in Article 17, Article 30 and Article 31. PERMENKOMINFO No. 4 of 2021 Article 92 Paragraphs 3 and 6.

Customers still demand compensation for delays, losses, and damage caused by force major, for example, robbery on the highway. This is not by the Civil Code (KUHP) in Articles 1238, 1244 and 1245, Law Number 38 of 2009 concerning Posts in Article 31 (2), PERMENKOMINFO No. 4 of 2021 Article 92 Paragraphs 3 and 6.

So in conditions like this, PT Tiki Jalur Nugraha Ekakurir will take into consideration legal justice both for the company and for customers. The considerations made by companies usually take into account the following factors:

- a. The communication process between company officers and customers during a transaction, whether the company officer conveys the standard delivery conditions to the customer or not, whether the customer signs the delivery receipt or not. If not insured, whether there is an insurance rejection letter or not.
- b. The process of checking the contents of a shipment during a transaction, to prove the value of an item, and the condition of an item.
- c. The level of fault on the part of the company for lost shipments. 4) Customer loss rate

Dispute Resolution with Consumers

When a customer dispute occurs regarding delays, damage, and loss of shipments, the process taken is as follows:

1. PT Tiki Jalur Nugraha Ekakurir carries out an internal investigation in the form of:
 - Investigate processes that cause delays/damage/loss in every work process from the first mile to the last mile, the aim is to provide confidence in decisions.
 - Agreement process during transactions with customers in the form of delivery receipt, proof of inspection of the contents of the shipment, insurance or packing rejection form (if the shipment is high value), to provide consideration of legal fairness in making decisions. The investigation and data analysis process is based on the theory of legal responsibility presented by Shidarta. This is the principle of responsibility according to Shidarta
 - The principle of presumption of always being responsible (presumption of liability)
 - Principle of Presumption of Not Always Being Responsible (presumption of nonliability)
 - Principle of Absolute Responsibility (strict liability)
 - Principle of Liability with Limitation (limitation of liability principle)
 - Amicable settlement between both parties (Company and customer), negotiations are carried out.
 - If the customer does not agree with the negotiation results, the customer usually issues a subpoena first from the 1st subpoena to the 3rd subpoena
 - If until the 3rd summons between the company and the customer, there is no agreement, then the customer usually
 - Make a report to BPSK (Consumer Dispute Resolution Agency). When settling through BPSK, the BPSK judge usually allows the parties to mediate. If the mediation process is not achieved, the BPSK Judge will make a BPSK decision. If one party does not agree with the BPSK judge's decision, then the party will continue to report to the District Court.
 - Go straight to the District Court

1. If one of the parties does not agree with the District Court judge's decision, then the party will proceed with a report to the Supreme Court.
2. The decision of the Supreme Court is final and binding

Approaching consumer dispute resolution as part of civil law, the company prioritizes negotiation and mediation. However, some consumers report it to the police as a criminal act, even though reporting consumer disputes is to the BPSK industrial relations agency. Consumer reports to the police are usually based on criminal reports, where consumers assume that the company has embedded consumer goods when there is a problem of loss. Likewise, consumers think that the company has damaged consumer goods when damage occurs. Based on observation data, during 2023 as shown in Table 3, of the number of claims for delays, damage, and loss, none (0) were resolved through legal channels. This data shows that PT Tiki Jalur Nugraha Ekakurir can resolve consumer disputes outside of court.

Conclusion

The government regulates legal rules regarding the responsibility of logistics companies, exemplified by the case study of PT Tiki Jalur Nugraha Ekakurir towards consumers. These regulations include Consumer Protection Law No. 8 of 1999, Law Number 38 of 2009 concerning Post, Civil Code Articles 1238, 1244, and 1245, KUHD Articles 86, 90, and 468, PP Number 15 of 2013, and PERMENKOMINFO No. 4 of 2021. The application of the legal principles *Lex Specialis Derogat Legi Generalis* and *Lex Superiori Derogat Legi Inferiori* is deemed appropriate because no lower regulations are conflicting with the aforementioned laws, and the special regulations of Law Number 38 of 2009 concerning Posts supersede the general rules of Consumer Protection Law No. 8 of 1999.

Logistics companies like PT Tiki Jalur Nugraha Ekakurir establish Standard Delivery Conditions as part of their agreements with consumers. These conditions generally adhere to the principle of *Lex Superiori Derogat Legi Inferiori* since they do not conflict with existing government regulations. However, two points deviate from this legal theory. Firstly, in SSP No. 8, there are provisions regarding loss, damage, and delays caused by JNE transportation partners. Secondly, the compensation for damage or loss in SSP No. 8 does not cover delays, contrary to PP No. 15 of 2013, which guarantees compensation for delays, losses, non-compliance with services, and damage resulting from negligence and errors by Postal Operators, as outlined in Article 10 paragraph 1 point I.

The responsibility of the logistics company, in this case study case PT Tiki Jalur Nugraha Ekakurir to consumers for cases of delay, damage, and loss, has been carried out by applicable regulations and by the theory of legal certainty. However, in reality, misunderstandings and disputes often occur between companies and consumers. Therefore, logistics companies make considerations based on the theory of legal justice.

Settlement is carried out if a dispute occurs between a logistics company and a consumer, prioritizing arbitration steps, shown by the results of research observations, and case studies at PT Tiki Jalur Nugraha Ekakurir, within 1 year in 2023, there were no cases of customer disputes that were resolved with the legal route.

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