

Legal Responsibility of Online Transport Platforms for Merchant Losses Due to Fictitious Orders by Online Transportation Drivers Perspective of Consumer Protection Law

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Abstract

This study examines the legal responsibility of digital mobility platforms for merchant losses resulting from fictitious orders made by online transportation drivers, viewed from the perspective of consumer protection law. Using an empirical legal research method, the study combines normative analysis of laws such as the Consumer Protection Law and the ITE Law with field data obtained through interviews with the owner of the Burger Taqwa business. The findings reveal that fictitious orders often stem from weaknesses in the verification system and dishonest driver behavior. Although platforms like Gojek and Grab have implemented policies to delete fictitious orders and offer compensation, their enforcement is inconsistent and lacks transparency. Legal protections for merchants remain limited in practice, as the current regulatory and platform mechanisms prioritize end-consumers over business partners. The study highlights the need for stricter supervision, clearer legal accountability, and improved enforcement mechanisms to ensure fair protection for merchants in the digital economy ecosystem.

INTRODUCTION

The rapid development of digital technology has transformed various aspects of people's lives, including the transportation and food service sectors. The emergence of digital mobility services like Gojek and Grab has not only facilitated access to transportation but also opened up new business opportunities through collaborations with driver-partners and micro, small, and medium enterprises (MSMEs). Through features like GoFood and GrabFood, merchants can market their products more widely without needing their own delivery fleet. Behind this rapid growth of the digital economy, a new legal issue has emerged that is important to examine: the legal liability of digital platforms for losses suffered by merchants due to the practice of fictitious orders by driver-partners.¹

This issue is crucial because, in practice, merchants are often the most disadvantaged parties, while legal protection mechanisms for them are still inadequate. Therefore, this research begins with the fundamental question: how are transportation service providers legally responsible for merchant losses due to fictitious orders from the perspective of consumer protection law? This study is crucial to assess the extent to which positive law provides protection to merchants as users of digital services, while simultaneously encouraging improvements in the corporate responsibility system within the digital economy ecosystem.

The rapid growth of business in Indonesia is also inseparable from the contribution of increasingly modern technology. Many business actors, both young and older generations, compete innovatively and creatively by utilizing technology as a means of business development. The development of information technology has penetrated various fields, one of which is the transportation sector, which now presents online application-based service solutions.² Simply by downloading the application, people can access transportation services according to their needs, complete with GPS features that allow for accurate determination of pick-up and destination points. Some popular online transportation applications in Indonesia include Gojek, Grab, Indrive, and Maxim.

In the regulation, online transportation is categorized as special rental transportation as regulated in the Regulation of the Minister of Transportation No. 108 of 2017. The presence of online transportation also has a positive impact in opening up new job

¹ A Mulyani, "Analisis Penerimaan Dan Penggunaan Teknologi Aplikasi Ojek Online Menggunakan Unified Theory Of Acceptance And Use Technology," *Jurnal Humanistika* 2, no. 3 (2018): 25-30.

² Hartatik Hartatik et al., *TREN TECHNOPRENEURSHIP: Strategi & Inovasi Pengembangan Bisnis Kekinian Dengan Teknologi Digital* (PT. Sonpedia Publishing Indonesia, 2023).

opportunities, especially amidst the reality of limited job opportunities that are not comparable to the population in Indonesia.³

In addition to collaborating with drivers, companies such as Gojek and Grab also collaborate with merchants, such as restaurants and MSMEs, through the GrabMerchant and GoBiz platforms. The legal relationship between digital platforms and merchants is based on a cooperation agreement, where merchants act as users of food delivery services, while online transportation acts as application providers and intermediaries that facilitate ordering transactions.

One of the main features of the Grab and Gojek platforms is the food delivery service, namely GrabFood and GoFood, which are operated through the GrabMerchant and GoBiz applications. This service has partnered with thousands of merchants spread throughout Indonesia. The way it works is quite simple: customers select the name of a shop or restaurant in the GrabFood or GoFood application, then determine the desired menu. After that, an order notification will appear in the GrabMerchant or GoBiz application used by the merchant.⁴ The order information is forwarded to the server and distributed to drivers located around the merchant's location.

After receiving the order, the driver will go to the merchant, verify the order with the PIN provided by the merchant, and make the payment first, which is then deducted from the driver's balance. After that, the driver delivers the food to the orderer's address according to the information available in the application. This process is designed to be fast, efficient, and digitally integrated.⁵ However, behind this convenience, a new phenomenon has emerged that is detrimental to merchants, namely the rise in fictitious orders by irresponsible drivers.

Based on an interview with Mrs. Selly Aulia Dewi, owner of Burger Taqwa in Medan, it was revealed that fictitious orders frequently occur, particularly during promotional events or periods of high order volume. Mrs. Selly reported that some drivers placed orders without completing valid PIN verification, while others falsified verification evidence to withdraw funds from the system, or even canceled orders after the food had been prepared. Consequently, the merchant incurred financial losses as the food had already been processed and delivered, yet no payment was received because the system deemed the transaction invalid.

³ Paul A. T. Kawatu dan Nancy S. H Oldy Dumanauw, "Studi Perilaku Pada Pengendara Ojek Online Tentang Safety Riding Di Kota Manado," *Jurnal KESMAS* 7, no. 5 (2018): 55-76.

⁴ Made Sinthia Sukmayanti and I Made Sudirga, "Perlindungan Hukum Terhadap Driver Ojek Online Yang Mengalami Kerugian Akibat Tindakan Konsumen Yang Melakukan Pesanan Fiktif," *Synotic Law: Jurnal Ilmu Hukum* 1, no. 3 (2022): 177-85, <https://doi.org/10.56110/sl.v1i3.16>.

⁵ GoBiz, "Ketentuan Penggunaan Gobiz," <https://gobiz.co.id/ketentuan-penggunaan-gobiz>, 2025.

These actions not only result in economic harm but also undermine merchant trust in the digital food delivery infrastructure. Moreover, such conduct indicates potential violations of consumer protection laws, particularly regarding the merchants' right to fair and secure transactions as stipulated in Law No. 8 of 1999 on Consumer Protection. Additionally, the failure of drivers to fulfill agreed-upon transactional steps may constitute a breach of contract between the merchant and the digital platform, further reinforcing the need for a legal framework that ensures accountability for losses arising from such systemic failures.

Based on interviews with Mr. Putra, one of the drivers from Grab transportation and Mr. Andi from Gojek, stated that these fake orders really often occur, which are carried out by the drivers with the aim of taking double profits. Where the driver does not want to cancel the order after the food order is received with the initial mode of falsifying the transaction PIN verification, the driver also sometimes benefits from the food orderer because they continue to deliver the food that has been canceled. It was also found that the driver used a fake account/personal account with another name in order to gain profit from promo bonuses or fake transactions. This has happened often, but if caught, the driver will be subject to sanctions in the form of freezing the driver's account. However, this does not deter naughty drivers, because driver accounts can also be bought and sold.

This problem becomes more complex when the aggrieved merchant does not receive adequate resolution from the platform. Reports submitted to customer service often end up with suggestions to contact the central Gojek transportation service, this is considered very troublesome because the merchant will only receive compensation for fictitious orders if it is proven that the driver made fictitious orders, and this takes quite a long time. This situation shows the weakness of the company's responsibility mechanism towards merchant partners who are victims in the system they manage. In fact, legally, business actors such as Gojek and Grab have an obligation to provide protection to consumers and their business partners as regulated in Law Number 8 of 1999 concerning Consumer Protection.

Law Number 8 of 1999 concerning Consumer Protection explicitly states in Article 4 that consumers have the following rights: (1) The right to comfort, security, and safety in consuming goods and/or services; (2) The right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised; (3) The right to correct, clear, and honest information regarding the conditions and guarantees of goods and/or services; (4) The right to have their opinions and complaints heard regarding the goods and/or services used; (5) The

right to receive advocacy, protection, and efforts to resolve consumer protection disputes properly; (6) The right to receive consumer guidance and education; (7) The right to be treated or served properly and honestly and without discrimination; (8) The right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be; (9) Rights regulated in other statutory provisions.

Merchants as users of the GrabMerchant or GoBiz applications in this context can be positioned as consumers who utilize the services of digital platform providers. In practice, their rights are often neglected when companies only focus on protecting the interests of end consumers (food orderers) or drivers, without considering losses on the merchant side. This inequality of legal protection shows the asymmetry of power in the relationship between merchants and digital platforms.

In addition, the practice of fictitious orders carried out using invalid or falsified information also violates Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law). Article 28 paragraph (1) of the ITE Law explains that:

"Anyone who intentionally spreads false or misleading information that causes consumer losses in electronic transactions may be subject to criminal sanctions."

Therefore, the actions of drivers who use fake accounts or manipulate PIN verification data fall into the category of serious legal violations.

The incident experienced by Burger Taqwa is not an isolated case. Many merchants in various major cities in Indonesia have experienced similar incidents, where fictitious orders have caused significant financial losses. Unfortunately, there is no official data from the application company that transparently reveals the number of fictitious order cases and their legal follow-up. This increases the vulnerability of merchants who have de facto contributed greatly to the growth of Indonesia's digital economy.

Based on this phenomenon, it is important to legally examine the form of digital mobility service responsibility for merchant losses due to fictitious orders. In the context of consumer law, merchants have the right to receive protection, including for system negligence and fraud committed by driver partners. Therefore, this study is urgent in building a new paradigm regarding consumer protection in the digital ecosystem, especially for merchants who have not been the main focus of regulations or internal policies of online transportation companies.

Previous studies examining consumer protection issues in the digital transportation ecosystem have mostly focused on protecting drivers or end consumers. For example, research by Wildanu et al. (2023) examines sanctions for drivers who make fictitious

orders using fake applications,⁶ Meanwhile, Sukmayanti et al. (2022) focused on legal protection for drivers who become consumer victims.⁷ Likewise, Wahyu Simon Tampubolon's (2017) research highlights the importance of legal protection for consumers using online transportation services from the end user's perspective.⁸ However, there have not been many studies that comprehensively discuss legal protection for merchants as the parties who actually experience the most obvious losses from digital systems that are not fully accountable.

This is where the novelty of this research lies. Different from previous studies that tend to explore consumer responsibility or driver protection, this research specifically focuses on merchants as entities that are greatly affected by fictitious orders. By using an empirical legal approach, this research not only dissects positive legal provisions related to consumer protection and electronic transactions, but also directly analyzes the practices and gaps that occur in the field through interviews with victims.

It is expected that the results of this study can provide scientific and practical contributions in strengthening the legal protection system for merchants, while encouraging the government and digital service providers to formulate regulations that are more assertive and responsive to the challenges of the digital economy era. In addition, this study also aims to open up a new discourse space regarding the need for a multi-level protection policy in digital transportation services, where not only end consumers are protected, but also merchants and other parties involved in the digital service chain.

METHODS

This study employs a qualitative research method using an empirical legal approach. This dual approach is appropriate for analyzing the responsibility of digital mobility services in addressing losses experienced by merchants due to fictitious orders made by online transportation drivers. The normative legal aspect is used to examine the relevant statutory provisions and legal frameworks, while the empirical aspect aims to understand real-world practices and problems through field data.⁹

⁶ Wahyu Simon Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen," *Sociological Forum* 32, no. 3 (2017): 684–86, <https://doi.org/10.1111/socf.12355>.

⁷ Nur Muhammad Wildanu, Yuswalina, and Dodi Irawan, "Sanksi Bagi Pelaku Ojek Online Yang Melakukan Order Fiktif Menggunakan Aplikasi 'Fiktif,'" *Journal of Sharia and Legal Science* 1, no. 2 (2023): 95–104, <https://doi.org/10.61994/jsls.v1i2.176>.

⁸ Made Sinthia Sukmayanti and I Made Sudirga, "Perlindungan Hukum Terhadap Driver Ojek Online Yang Mengalami Kerugian Akibat Tindakan Konsumen Yang Melakukan Pesanan Fiktif."

⁹ J. Andriani H Hardani. Ustiatyaty, *Metode Penelitian Kualitatif Dan Kuantitatif*, 2017.

This type of empirical legal research emphasizes two main aspects, namely:

1. Normative study, by examining relevant laws and regulations such as:
 - a. Law Number 8 of 1999 concerning Consumer Protection;
 - b. Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE).
2. Empirical study, by tracing how the implementation of these regulations takes place in practice, especially regarding legal protection for merchants in the digital-based transportation service ecosystem.

The research was conducted at Burger Taqwa, located in Gg. Taqwa No. 23C, Sei Sikambing B Village, Medan Sunggal District, Medan City. The selection of this site is considered representative of small merchants collaborating with digital platforms, as the business has experienced recurring fictitious order incidents. Nevertheless, the reliance on a single case study limits the generalizability of findings, and further multi-site research is recommended.

The data sources in this study consist of two types, namely:

1. Primary data, obtained through in-depth interviews with Mrs. Selly Aulia Dewi as the owner of the Burger Taqwa business as the main informant who directly experienced losses due to fictitious orders;
2. Secondary data, obtained from literature studies of laws and regulations, legal documents, scientific journals, and books relevant to the research topic.

The data analysis technique in this study was carried out qualitatively with the following stages:¹⁰

1. Data reduction, namely the process of selecting, simplifying and focusing data that is relevant to the research objectives;
2. Data presentation, namely organizing data in narrative form so that it is easy to understand;
3. Drawing conclusions and verification, namely arranging findings into meaningful patterns and drawing conclusions based on the facts that have been obtained and analyzed.

To enhance the credibility of qualitative findings, triangulation was conducted through the cross-referencing of interview data, legal provisions, and documentation. Although ethical clearance from a formal ethics board was not required due to the minimal risk nature of the study, ethical principles such as informed consent,

¹⁰ Sugyono, *Metode Penelitian: Kualitatif, Kuantitatif, Dan R&D* (Bandung: Alfabeta, 2017).

confidentiality, and voluntary participation were strictly upheld throughout the research process.

Through this method, the study aims to provide a holistic understanding of the legal responsibilities of digital mobility service providers in protecting merchants from the economic impacts of fraudulent activities within their platforms.

RESULTS AND DISCUSSION

1. Legal Basis Governing Merchant Protection

There are several regulations that form the basis of legal protection for Burger Taqwa which uses GoBiz and GrabMerchant services, including:

- a. Law Number 8 of 1999 concerning Consumer Protection¹¹

In the Consumer Protection Law, especially Article 4, it is explained that business actors have the right to receive protection from actions that harm them. Fictitious orders or unilateral cancellations can be categorized as detrimental actions and can be processed according to applicable law.

- b. Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE) as amended by Law No. 19 of 2016¹²

In the ITE Law, there are provisions governing electronic transactions, including orders via applications such as GoBiz (Gojek) and GrabMerchant (Grab). Article 28 Paragraph (1) of the ITE Law states that the dissemination of false information that is detrimental to others can be subject to legal sanctions. If a fictitious order is made with the intention of deceiving, the perpetrator can be charged with Article 45A which regulates sanctions for parties who spread false information that is detrimental.

- c. Criminal Code (KUHP)

In some cases including at Burger Taqwa, fictitious orders can be categorized as a form of fraud regulated in Article 378 of the Criminal Code. If it is proven that the party making the fictitious order has the intention to deceive or harm the merchant, then criminal sanctions can be imposed.

- d. Regulation of the Minister of Communication and Information Technology Number 20 of 2016 concerning Protection of Personal Data in Electronic Systems¹³

¹¹ Republik Indonesia, "Undang-Undang Nomor 8 Tahun 1999 Perlindungan Konsumen," *Undang-Undang Nomor 8 Tahun 1999*, no. 8 (1999): 1-19, <https://peraturan.bpk.go.id/Home/Details/45288/uu-no-8-tahun-1999>.

¹² Republik Indonesia, "UU ITE Nomor 19 Tahun 2016," *Journal of Physics A: Mathematical and Theoretical* 44, no. 8 (2011): 287.

¹³ Indonesia Republik, "Peraturan Menteri Komunikasi Dan Informatika Nomor 20 Tahun 2016 Tentang Perlindungan Data Pribadi," *Republik Indonesia* 1, no. 1 (2016): 1188-97,

This regulation regulates the use of personal data in electronic systems, including consumer and merchant data registered in services such as GoBiz and GrabMerchant. If there is misuse of personal data in making fictitious orders, the perpetrator can be prosecuted.

2. Implementation of Legal Protection Provided by Online Transportation Companies to Consumers as Users of Gobiz and Grabmerchant Services

Legal protection efforts made by the Government in the form of regulations and driver partners and online transportation companies are a form of effort to fulfill the rights of consumers as users of food delivery services in the form of Gobiz and Grabmerchant, these consumer rights as stated in Article 4 of Law Number 8 of 1999 concerning Consumer Protection. Drivers and online transportation providers (business actors) are responsible if the Merchant (service user) experiences losses such as getting fictitious orders by the driver when using the online transportation service.¹⁴

As a provider of food delivery services in the form of Gobiz and Grabmerchant, companies such as Gojek and Grab have a responsibility to protect merchants from detrimental actions. Some forms of protection provided include:

a. Fictitious Order Deletion Policy

Gojek and Grab have a policy to delete fake orders or suspicious transactions after investigation. Merchants can file a complaint if they feel disadvantaged by fake orders.

b. Compensation for Merchants

In cases that often occur at Burger Taqwa, the platform provides compensation to merchants if it is proven that they have suffered losses due to fictitious orders originating from their drivers.

c. Implementation of Security and Verification Systems

To prevent fake orders, the platform provides account verification features, such as the use of a valid phone number, verified payment methods, and a rating system that helps detect suspicious transaction patterns.

d. Sanctions against Abusers

If any consumer is proven to have made fictitious orders or abused the system, their account may be blocked or removed from the platform.

<https://osf.io/nf5me%0Ahttp://dx.doi.org/10.1016/j.tree.2015.01.012%0Ahttps://www.tandfonline.com/doi/full/10.1080/1047840X.2017.1373546%0Ahttp://dx.doi.org/10.1016/j.lindif.2016.07.011%0Ahttp://dx.doi.org/10.1016/j.paid.2017.06.011%0Ahttp://programme.exo>

¹⁴ Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen."

In the implementation of the security system provided by the Grab and Gojek platforms, it is very clear and safe, but negligence is often experienced by Merchants when orders experience overload, this is in accordance with what was said by Mrs. Selly Aulia Dewi as follows:

*"We usually always check the verified PIN before placing an order, but some orders were cancelled, even though we felt that no one had cancelled before, and this often happens if there is an overload of orders when we are holding a promo"*¹⁵

Although service providers like Gojek and Grab have implemented legal protection measures through policies to eliminate fake orders, provide compensation, and implement verification and sanction systems, significant gaps remain in their implementation. Cases of fake orders are evident, particularly during order cycles, such as during promotions. This demonstrates that the existing system is not yet fully adaptable to dynamic operational situations. Furthermore, companies' legal responsibility is often shifted to driver-partner negligence or merchant carelessness, even though the principle of consumer protection includes prevention through a robust system. When the PIN verification system can still be manipulated by unscrupulous drivers, this indicates ecosystem failure, not simply individual error. Furthermore, the conversion mechanism is reactive and requires proof, making it difficult for merchants, who are inherently in a weaker power relationship with digital platforms. Therefore, the current form of legal protection does not meet the principles of justice and legal certainty as mandated by the Consumer Protection Law, and a comprehensive evaluation of the platform's responsibility standards towards merchants as consumers of digital services is necessary.

3. Online Motorcycle Taxi Company's Responsibility Regarding Fictitious Order Cancellations

Fictitious orders are orders made with the aim of harming the merchant without any intention of making a real transaction. Usually, these orders are made by irresponsible drivers who do not verify the order with the merchant, then cancel the order after receiving the order made by the merchant. This is according to what Mrs. Selly Aulia Dewi said:

"...this is the pattern of fake orders that I noticed by not verifying the order PIN, sometimes it also shows that it has been verified, but that could be the result of taking pictures of old orders or they just made them up, because our party is also not that detailed in checking directly with the driver's account."

¹⁵ Selly Aulia Dewi, Wawancara 12 Februari 2025.

From the results of the interview, it can be seen that fictitious orders can also be made by the driver himself. However, to overcome this, the merchant also reports to the service providers Gobiz and Grabmerchant companies such as Gojek and Grab as stated by Mrs. Selly Aulia Dewi below:

"If we realize that there are drivers who make fictitious orders, we usually report them to the platform, be it Gobiz or Grabmerchant, by including evidence of unilaterally canceled transactions and falsified verification PINs."

From the interview results, the merchant always reports the fraudulent act if the merchant is aware of it. However, there are several steps that the Merchant can take:

a. Reporting Fictitious Orders to the Platform

Merchants can submit reports directly through the GoBiz or GrabMerchant application if they find indications of fictitious orders by drivers.

b. Save Proof of Transaction

To strengthen the report, merchants are advised to keep proof of orders, such as screenshots and transaction history.

c. Submitting a Complaint to the Consumer Protection Agency

If they do not get a fair resolution from the platform, merchants can report this case to the National Consumer Protection Agency (BPKN) or the Indonesian Consumer Foundation (YLKI).

d. Filing a Lawsuit

If there is a significant material loss, the merchant can file a lawsuit under the Consumer Protection Act or the Criminal Code.

These actions reflect a proactive stance; however, their legal effectiveness remains uncertain. For instance, while the burden of proof lies heavily on merchants, platform responsiveness is often slow and inconsistent. Additionally, the existing legal framework under Article 28(1) of the ITE Law and Article 5 of the Consumer Protection Law provides a basis for criminal or civil accountability. Yet, enforcement depends on the capacity of regulatory bodies and the willingness of platforms to enforce internal sanctions transparently.

Moreover, the use of only one merchant as a data source highlights a limitation in generalizing these legal interpretations. Nonetheless, the measures taken by the merchant reveal both the gaps in platform accountability and the need for clearer regulatory mandates that ensure fair treatment and protection for business users—not only consumers.

4. Legal Actions that Consumers Can Take If Their Rights Are Not Fulfilled

Legal action is an effort made by a legal entity or individual in certain cases to protest a judge's decision as a forum for parties who are dissatisfied with the judge's decision and are considered not to fulfill a sense of justice, not comparable to what is needed, because judges are also human beings who can make mistakes that can result in bad decisions or side with one party without realizing it.

Article 1 number 12 of the Criminal Procedure Code defines legal remedies as follows:

"The right of the Defendant or Public Prosecutor not to accept a court decision in the form of an objection or appeal or cassation or the right of the convict to submit a request for judicial review in the case and according to the method regulated in this law."

The legal efforts referred to in this study are legal efforts that can be taken by consumers as users of food delivery services if their rights are not fulfilled. Basically, if a loss occurs to the consumer, then a peaceful settlement of compensation can be made between the business actor and the consumer. However, if peaceful efforts fail, then the consumer has the right to take legal action to resolve their interests. This is guaranteed and formulated in Article 45 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection, which reads:¹⁶

"Every consumer who is harmed can sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through a court within the general court system."

When the driver or company does not provide protection and is not responsible for consumers whose rights are harmed by the legal event, then this can be reported by consumers by visiting the Non-Governmental Consumer Protection Institution (LPKSM) recognized by the government or by requesting legal assistance from an Advocate/Lawyer to be brought to court/green table in accordance with applicable law. LPKSM or Advocates can help passengers as consumers to fight for their rights as consumers who feel harmed by food delivery services in the form of Gobiz and Grabmerchant. The process that must be taken to fight for consumer rights has two options, namely as follows:

a. Non-litigation path

This path is taken as a legal effort to resolve disputes that occur between Business Actors (merchants) and drivers by means of mediation, negotiation, or conciliation that can be facilitated and assisted by LPKSM or Advocates. In addition, non-litigation paths

¹⁶ Republik Indonesia, "Undang-Undang Nomor 8 Tahun 1999 Perlindungan Konsumen."

can also be taken by filing a complaint in writing or not in writing to the Consumer Dispute Resolution Agency (BPSK), then the BPSK will carry out its duties and authorities as regulated in Article 49-58 of Law Number 8 of 1999 concerning Consumer Protection.

b. Litigation path

The litigation path is a path taken as a legal effort to resolve disputes that occur between Business Actors (merchants) and drivers which is done through the courts. Consumers in the form of Business Actors (merchants) can take the court path as a legal effort that can be done if their rights are not fulfilled. LPKSM or Advocates will also accompany consumers and provide legal considerations to consumers. The scope of the judicial process that will be taken is:

- 1) Through the criminal law process, starting from the investigation level at the police (Polri), Civil Servant Officials (PPNS) at the Ministry of Trade (Directorate General of Consumer Protection and Trade Regulations, Ministry of Trade);
- 2) Through a civil lawsuit process to obtain compensation.

Dispute resolution through the courts is only possible if:

- 1) The parties have not chosen a way to resolve consumer disputes outside the courts.
- 2) Efforts to resolve consumer disputes outside the courts are declared unsuccessful by one of the parties or by the disputing parties.

Although there are legal options available for the disputing parties to choose from, it is not simply that the government does not make efforts to prevent losses suffered by consumers. As a form of government responsibility, there is a government agency that plays a role in preventing business actors from acting in a way that harms consumer rights. The government agency is the Directorate General of Consumer Protection and Trade Order.

CONCLUSION

This study underscores the legal responsibility of digital mobility service providers for merchant losses arising from fictitious orders committed by online transportation drivers. The findings reveal that such fraudulent transactions frequently occur, particularly during promotional periods or when cash payments are involved, resulting in economic harm to merchants who do not receive valid compensation.

Despite the existence of legal frameworks such as the Consumer Protection Law (Law No. 8 of 1999) and the Electronic Information and Transactions Law (Law No. 11 of 2008), the practical enforcement of these protections remains weak. Although platforms like Gojek and Grab have adopted internal policies—such as deleting suspicious orders, offering limited compensation, and strengthening verification systems—loopholes still

exist that enable recurring fraud, particularly through the use of fake driver accounts and falsified data.

In practical terms, merchants have responded through self-initiated legal strategies such as reporting incidents, preserving evidence, filing complaints to consumer agencies, and pursuing civil or criminal lawsuits. However, these remedies place a heavy burden on individual merchants and highlight the structural imbalance in the legal relationship between platforms and business users.

Therefore, this study recommends a more robust legal reform, including clearer statutory obligations for platforms regarding merchant protection, the recognition of merchants as vulnerable digital consumers, and mandatory dispute resolution mechanisms with transparent accountability. Regulators must also establish enforceable standards for fraud prevention and platform liability to ensure a fairer digital ecosystem.

This research offers practical contributions by revealing the regulatory gaps that disadvantage merchants, while also contributing theoretically to the discourse on asymmetric power relations in digital platform governance. Nonetheless, the study is limited by its single case study design, which may not reflect the broader diversity of merchant experiences across Indonesia. Future research should incorporate comparative or multi-site studies and involve platform stakeholders to develop more comprehensive policy recommendations.

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