

Legal Liability of Expedition Service Companies for Loss of Consumer Goods During the Transportation Process at J&T Express CP Tukad Bilok Sanur Kauh Denpasar

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Abstrak

This research discusses the form of responsibility of expedition companies for the loss of consumer goods during the transportation process. The transformation of the market from a traditional model to a digital model through the internet has led to a significant increase in demand for expedition services. This condition has encouraged the emergence of a number of shipping service companies in Indonesia, one of which is J&T Express. This research applies a non-doctrinal juridical sociological approach. Based on the results of interviews and data analysis related to incidents of loss of goods belonging to J&T Express service users, it is found that the company has fulfilled its obligations by providing compensation or compensation for the loss of goods experienced by consumers. J&T Express service users who experience loss of goods have several options to take legal action, namely by options to take legal action, namely by filing a lawsuit or claim against J&T Express through non-litigation, which is a form of direct dispute resolution without going to court, or through litigation involving legal proceedings in court. Until now, based on the information obtained, there has never been a dispute resolution through litigation at J&T Express CP Tukad Bilok Sanur Kauh Denpasar.

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1. INTRODUCTION

Transportation of goods is one of the fundamental needs in supporting distribution activities in the form of sending goods to a location and business operations from the community, which is generally carried out through three main modes of transportation, namely land, sea, and air transportation. According to H.M.N. Purwosutjipto, a transportation agreement can be understood as a reciprocal agreement between the carrier and the sender. In this relationship, the carrier is responsible for transporting goods and/or passengers from the departure location to the destination safely, while the sender has an obligation to pay a certain amount of compensation as a form of compensation for the transportation services provided. [1] This understanding shows the existence of a reciprocal relationship between the parties involved, where each has complementary obligations according to their functions and roles in the transportation agreement.

The responsibility of transportation service providers is not only limited to the safety aspect, but must also include the fulfillment of comfort standards for passengers and transportation service users in general. On the other hand, passengers and service users

have an important role in understanding and enforcing their rights as consumers, as regulated normatively in Law Number 8 of 1999 concerning Consumer Protection.

The development of the transportation industry today shows very significant growth, which is reflected in the increasing volume of trade transactions that are no longer limited to one city, but have included inter-regional or regional areas. To support the smooth running of cross-regional trade activities, the use of transportation or expedition services has become a necessity. In general, transportation can be understood as the activity of moving people and/or goods from one location to another, which is carried out through land, water, or air transportation modes by utilizing certain means of transportation.[2]

In the transportation industry, there are mutually binding rights and obligations between the carrier and the sender of goods. This legal relationship arises as a result of a certain action, event, or condition that occurs in the transportation process. During the transportation activity, the responsibility for the safety of the goods being transported is in principle under the authority and responsibility of the transportation service company. The main obligation attached to the carrier is to ensure the safety of the goods or passengers being transported until they arrive at their destination as agreed in the agreement. On the other hand, the carrier also has the right to receive compensation in the form of transportation costs for the services provided. Thus, both passengers and senders of goods are obliged to pay the transportation costs in accordance with the provisions that have been mutually agreed upon.

The market transformation from traditional to digital models through the internet has led to a significant increase in demand for expedition services. This condition has encouraged the emergence of a number of shipping service companies in Indonesia, one of which is J&T Express. This company, in carrying out its operations, cooperates with public transportation providers to ensure that the goods sent can arrive at their destination on time and in accordance with the provisions that have been set.

The increasing demand for services has led to intense competition in the shipping industry. Currently, J&T Express is not the only company providing shipping services in Indonesia. Therefore, consumers are becoming more selective in choosing a company that can be trusted to deliver goods according to their expectations. Consumers tend to choose shipping services that prioritize customer satisfaction and ensure that the quality of service is well maintained. [3] This study focuses on land transportation in the form of shipping goods by J&T Express CP Tukad Bilok Sanur Kauh Denpasar. The background of this study was driven by the high number of users of shipping services in Denpasar, Bali, as well as several cases that were detrimental to consumers in shipping services. [4]

Based on an interview with Ms. Yani, *Customer Service* J&T Express at CP Tukad Bilok Sanur Kauh Denpasar, on January 2, 2025 at 11.00 WITA, explained that in the process of sending goods, J&T Express checks the goods first. J&T Express asks consumers the type of goods to be sent and determines whether the goods are susceptible to damage, such as being easily broken, to ensure that the packing process is carried out carefully. After that, J&T Express verifies the number of goods to be sent according to the destination city or shipping area, then issues proof of transaction in the form of a receipt number as proof of delivery of goods.

Based on the results of the field research that the researcher studied, complaints related to the loss of consumer goods emerged from a consumer who came to complain about it to the J&T Express branch office in Tukad Bilok Sanur Kauh Denpasar, where he asked about the package he ordered but it had been a week and the package had not arrived but the shipping status on the website had been sent. The loss of goods that occurs in the transportation service, especially at J&T Express as explained above, shows that J&T

Express has responsibility for the loss of consumer goods. As the recipient of the goods, the consumer has the right to file a claim for compensation to J&T Express for goods that are not received.

Shipping goods through expedition services such as J&T Express often faces various obstacles and challenges that have the potential to cause damage to goods sent to consumers as recipients. This damage can arise as a result of human operational error (*human error*) or due to events beyond human control, such as natural disasters or force *majeure*. In the context of civil law, particularly as regulated in the Civil Code (KUHPPerdata), the determination of the amount of compensation that must be given to the injured party must refer to the principal restoration *in full*, namely the principle of restoration so that the party who suffers a loss is returned to the original condition if the detrimental event had never occurred.

Thus, the main purpose of providing compensation is to place the injured party in a legal position and economic condition that is equal to the situation if the agreement had been implemented properly, or if no unlawful act had occurred. Therefore, compensation must be provided proportionally and based on real and measurable losses (*actual loss*), without considering external factors that are not directly related to the loss, such as the level of wealth, social status, or financial capacity of the parties concerned.[5]

In practice, this principle becomes an important basis in resolving disputes involving damage to goods in shipping services, while providing legal certainty and fair protection for consumers as the injured party. The application of this principle also demands professionalism and accountability from the service provider so that legal responsibility can be enforced proportionally.

Similar provisions can also be found in Article 1365 of the Civil Code (KUHPPerdata), which states that every act that violates the law and causes harm to another person results in the perpetrator having an obligation to provide compensation to the injured party.[6] Legally, this article is the basis of the principle of civil liability on the basis of unlawful acts (*tort*), which emphasizes that the perpetrator is not only morally responsible, but also legally responsible for recovering the losses incurred. The application of this article is not limited to contractual relationships, but also includes any form of action that is contrary to the law, moral norms, or propriety in a civilized society. Therefore, this provision plays an important role in ensuring legal protection for individuals from detrimental actions, as well as encouraging the creation of certainty and justice in social interactions and business activities.

This problem becomes even more crucial when service providers do not transparently provide protection for consumer rights, or when claim settlement procedures are considered detrimental to consumers. The case that occurred at J&T Express CP Tukad Bilok Sanur Kauh Denpasar is a real example of the importance of clarity and enforcement of the legal responsibility of shipping companies in situations of lost goods. Therefore, this study aims to examine the form of legal responsibility of shipping companies, especially J&T Express, for the loss of consumer goods from the perspective of civil law and consumer protection. This study also aims to provide a normative understanding of the legal position of consumers in transportation agreements, as well as to analyze the effectiveness of dispute resolution mechanisms offered by shipping companies in realizing justice for the injured party.

2. RESEARCH METHOD

This study uses a qualitative approach with a non-doctrinal sociological juridical method, which combines normative legal analysis and empirical approaches. Primary data

were obtained through interviews with J&T Express employees at CP Tukad Bilok, Denpasar, as well as direct observation in the field. Secondary data were collected from relevant legal documents and literature. The focus of the study is to analyze the form of J&T Express's legal liability for the loss of goods during the transportation process. To ensure the validity of the data, source triangulation techniques were used. The results show that liability is realized through the provision of compensation according to company policy, with the condition that there is valid proof of price such as an invoice. This finding emphasizes the importance of transparent procedures in consumer protection.

3. RESEARCH RESULTS AND DISCUSSION

Responsibility can be understood as an obligation to provide clarification and reports regarding any actions or incidents that have occurred, as well as an obligation to address and repair any losses that may arise as a result of such actions. [7] In the realm of transportation, responsibility refers to the obligation that must be fulfilled by the carrier to provide compensation or restitution to passengers, senders, recipients, or third parties who suffer losses due to the implementation of transportation activities. This obligation can be derived from the provisions of applicable laws and regulations or from the transportation agreement that has been agreed upon by the parties. [8] In this context, the carrier's responsibility becomes an important element to ensure justice and legal protection for all parties involved, as well as a mechanism for enforcing legal responsibility in the transportation sector.

Legal responsibility arises from the existence of a binding relationship regulated by the provisions of laws and regulations, which automatically creates rights and obligations for the parties involved in it. In the realm of transportation law, the obligation to provide compensation to consumers is a real form of responsibility of transportation service providers. This is in line with the provisions of Article 1365 of the Civil Code (KUHPdata), which states that any act that violates the law and causes losses to another party, requires the perpetrator to provide compensation or restitution. In addition, the principle of business actor responsibility for consumer losses is also emphasized in Law Number 8 of 1999 concerning Consumer Protection, especially Article 19 paragraph (1), which requires business actors to replace damage, pollution, and/or other losses caused by the use of goods or services produced or traded.[9]

Thus, the principle of legal responsibility not only functions as an instrument for resolving disputes between consumers and business actors, but also as a main pillar in providing legal protection guarantees to consumers. The application of this principle has a strategic role in building public trust in a reliable and responsible transportation service system. In addition, the consistent application of legal responsibility also contributes to the creation of a healthy, competitive, and sustainable business climate. In the context of modern business law, the existence of this principle is very important in strengthening legal certainty and ensuring accountability from each service provider for the quality of services offered. Therefore, legal protection for consumers must be a primary concern in the implementation of transportation services in order to encourage the creation of a safe, orderly, and equitable transportation system.

In legal studies, several forms of responsibility are known, including moral responsibility (*responsibility*) and legal responsibility (*liability*). Moral responsibility or responsibility is defined as a condition in which a person has an obligation to be accountable for a particular act or obligation, which includes an assessment of the individual's ability, expertise, and skill in carrying it out. In addition, responsibility is also defined as an obligation to provide accountability for an action that has been carried out,

including the obligation to repair or provide compensation for losses that may arise as a result of the action.[10]

Article 193 of Law Number 22 of 2009 concerning Traffic and Road Transportation regulates the legal responsibilities that must be fulfilled by public transportation companies for losses suffered by the sender of goods.[11] This provision confirms that transportation companies have an obligation to provide compensation in the event of damage, loss, or delay in delivery of goods caused by the negligence or error of the company. Thus, this regulation functions as a legal basis that regulates the relationship of responsibility between transportation companies and customers, while also providing clear legal protection for senders of goods in carrying out distribution activities of goods safely and reliably. Enforcement of this regulation is important to ensure the accountability of transportation companies and increase public trust in freight transportation services in Indonesia, unless it can be proven that the incident was caused by unavoidable circumstances (*force majeure*).

The losses that form the basis of liability must be calculated based on the actual losses experienced by the sender of the goods, not based on estimates or other consequential losses. The responsibility of the transportation company begins when the goods are received for transportation and continues until the goods are handed over to the recipient at the destination location in accordance with the agreement that has been made. However, the company cannot be held responsible if the loss that occurs is caused by a discrepancy between the actual condition of the goods sent and the information stated in the bill of lading or other transportation documents. More detailed provisions regarding the amount and mechanism for payment of compensation will be regulated in detail through applicable government regulations. Thus, the legal responsibility of the transportation company to the sender of the goods is clear and measurable, starting from the process of handing over the goods to the carrier until the goods are received by the recipient according to the agreement, as long as there are no causal factors that are charged to the sender. This concept is important to provide legal certainty and protection for the parties involved in the transportation of goods, while encouraging transportation companies to improve the quality of service and minimize the risk of loss during the shipping process.

The provisions regarding the carrier's liability are regulated in Article 1236 and Article 1246 of the Commercial Code (KUHD).[12] Article 1236 of the Commercial Code (KUHD) stipulates that the carrier is obliged to provide compensation for costs, losses, and reasonable interest if the goods fail to be delivered or are negligent in maintaining the goods during the transportation process. Furthermore, Article 1246 explains that the compensation that must be provided includes actual losses experienced and profits that are reasonably expected, including the purchase price of the goods, shipping costs, and profits that should have been obtained. Meanwhile, the limitations of the carrier's liability are regulated in Articles 1247 and 1248 of the KUHD, which state that losses experienced by the sender or recipient of the goods are the responsibility of the carrier as long as the losses are a direct result of the failure to fulfill the transportation agreement and can be reasonably estimated from the beginning of the formation of the contract. These provisions provide a clear legal framework regarding the rights and obligations of the parties in the transportation relationship, while also guaranteeing legal protection for the sender and recipient of the goods. Thus, the aspect of the legal responsibility of the carrier in providing compensation for losses that arise is one of the main pillars in maintaining justice and legal certainty in the practice of transporting goods.[13]

The limitations in the provision of compensation include several important provisions, namely: first, the loss claimed must be a loss that can be reasonably estimated or predicted

at the time the transportation agreement is made; second, the loss must be a direct result of a violation or non-compliance with the provisions agreed in the transportation agreement. This provision aims to provide legal certainty and prevent speculative or unreasonable claims for compensation.[14] In addition, this limitation also encourages the parties to be more careful in preparing and implementing the transportation agreement, so that the risk of loss can be minimized and the responsibilities that arise can be accounted for fairly and proportionally. Thus, the application of these limitations not only maintains the balance of the rights and obligations of the parties, but also increases the effectiveness of dispute resolution in the context of the transportation of goods.

In the realm of consumer protection law, the concept of responsibility has a very crucial position. When a violation of consumer rights occurs, a comprehensive analysis needs to be carried out to determine the parties who have legal obligations and the extent to which such responsibility can be transferred to other related parties. This responsibility is not only limited to the security aspect of the delivery of goods to the recipient, but also includes the obligation to maintain the safety of the contents of the package and provide a sense of security to consumers who use the services of the shipping company. The failure of the company or its employees to carry out these obligations not only has implications for material losses for consumers, but also has the potential to cause reputational damage and loss of trust from the public as users of the service. Therefore, the implementation of this responsibility must be clearly and firmly regulated in the company's agreement and policies to ensure effective consumer protection and encourage ethical business practices.

In the process of shipping goods, there is often a discrepancy between the realization and the initial plan, such as goods that do not arrive at their destination according to the agreed time, delays, damage, or loss of goods during the shipping period. The sender has the right to file a claim for compensation to the shipping company for the non-fulfillment, and the shipping company is obliged to provide appropriate compensation. Therefore, shipping service companies need to identify and understand the various factors that can cause delays, damage, or loss of goods, which may originate from various aspects of the shipping process or legal events that affect the implementation of shipping.

Based on an interview with Ms. Yani, *Customer Service OF J&T Express* at CP Tukad Bilok Sanur Kauh Denpasar, explained that J&T Express provides compensation to employees who make mistakes, which is given in the form of compensation at least one day after payment of shipping costs. J&T Express offers a variety of price options, including the cheapest price of IDR 120,000, which includes shipping costs of IDR 31,000 in the package. If the goods are damaged or lost, the replacement will be charged 10 times the shipping cost, which is around IDR 310,000. If the victim does not receive compensation, the amount received will be lower than the minimum amount that should be the victim's right. In addition, J&T Express will provide compensation according to the value of the disputed goods, if the goods can be ascertained through related documents.

The article stated in Government Regulation (PP) Number 15 of 2013 concerning Law No. 38 of 2009 concerning Delivery of Goods Chapter III concerning Service Standards,[15] Article 10 point 2, explains that the compensation received by J&T Express is compensation from the service provider for delays, damage, and loss of goods. This compensation is calculated with a premium equivalent to 0.2% of the value of the lost or damaged goods, with a minimum premium value of IDR 5,000. The documents that must be prepared include:

1. Original shipping receipt document (*airway bill*) which serves as legal proof that the goods have been sent via an expedition service,
2. Insurance documents if the delivery of goods is equipped with insurance protection,

3. An official letter of claim submission accompanied by the complete identity of the sender as the applicant, as well as
4. Proof of purchase in the form of an invoice showing the details and value of the goods sent.

Every shipping company has obligations and rights that must be fulfilled in carrying out its operations. One form of such obligation is the responsibility that arises when there is a problem in transporting goods, such as loss or damage to packages. Problems regarding damage or loss of goods often occur in shipping practices, resulting in a number of complaints received by the shipping company J&T Express.

Based on the complaint submitted by Mr. Gelgel, a user of J&T Express expedition services, he stated that: "While using J&T Express delivery services, I have never experienced damage to the packages sent. However, I have experienced a lost package. Considering the estimated value of my goods is around Rp..., I feel that the service provided by J&T Express, which guarantees the security of my goods, is in accordance with expectations. The delivery does not use insurance, and although J&T Express provides compensation according to applicable provisions, the shipping costs charged far exceed the value of my goods. Finally, J&T Express offers compensation in a relatively small amount, namely replacing the package of goods according to the price of the goods."

The above description describes the problems often faced by J&T Express service users, especially related to lost or damaged packages. Various responses from service users emerged as a result of the incident. However, J&T Express responded to the problem constructively and showed readiness to fulfill its rights and obligations, namely being responsible for lost or damaged goods.

Based on the results of the analysis that has been carried out, it can be concluded that the responsibility of the carrier to the owner of the goods or sender begins when the goods are received for the transportation process and continues until the goods arrive at their destination safely. Through the interview method and data evaluation related to incidents of loss or damage to goods belonging to J&T Express service users, it was found that the company has consistently carried out its obligations in providing compensation or restitution for losses experienced by consumers. This shows that the company is committed to maintaining customer trust and implementing consumer protection principles effectively. However, to maintain service quality and minimize the risk of future losses, ongoing efforts are needed to improve the monitoring system and claim handling in a responsive and transparent manner.

In the legal realm, particularly in the field of transportation law, there are three main principles which are known as the basis for determining the form of legal liability of the carrier for losses which occur during the transportation process [16]. These three principles include:

- a) Principle of responsibility due to errors (*fault liability*), which is a principle that stipulates that the carrier can only be held responsible if there is evidence that he has made a mistake or negligence in carrying out his obligations. In other words, the loss incurred must be proven to be a direct result of the actions or negligence of the carrier. In this case, the burden of proof lies with the party who suffered the loss.
- b) The principle of responsibility is based on the presumption of guilt (*presumption of liability*), which means that the carrier is legally considered responsible for losses incurred during transportation, unless he can show that the loss was not due to his negligence. This principle automatically places the carrier as the party who must prove that there is no fault on his part, so that the burden of proof shifts to the carrier.

c) The principle of absolute liability or no fault (*liability without fault/absolute liability*), which stipulates that the carrier remains obligated to bear all losses incurred, regardless of whether or not there is a fault. Within this framework, liability is absolute and cannot be denied, thus providing the highest level of protection for the party using the transportation services.

These three principles collectively reflect various approaches to balancing the interests of the carrier and the injured party, and form the basis for the formulation of regulations and contracts in the field of transportation law. The choice of principles to be applied in a particular legal context is highly dependent on considerations of legal policy, characteristics of transportation risks, and consumer protection.

The principle of responsibility applied by J&T Express in cases of loss of goods during the delivery process refers to the principle of responsibility based on fault (*fault liability*). Based on this principle, the transportation service provider is legally responsible if proven to have committed negligence or error in carrying out transportation activities, and therefore is obliged to provide compensation for losses incurred as a direct result of such error.

Every individual who uses J&T Express's shipping services and experiences losses in the process generally expects compensation from the company. However, the low level of consumer understanding of their rights and obligations as service users is the main factor in violations in business practices. Even when consumers understand their rights, there are still obstacles in understanding complaint procedures and prosecution mechanisms when these rights are violated. The lack of consumer literacy regarding legal protection is one of the main causes that drives the perception of repeated losses. Most consumers do not have a critical attitude in asking about the legal protection that is inherent in them or in understanding the applicable provisions, including the terms and conditions of shipping goods. Generally, consumers only focus on the obligation to pay shipping costs without realizing that a comprehensive understanding of rights and obligations can minimize potential losses and increase consumer protection in shipping service transactions.

Based on the principles and objectives of consumer protection stipulated in Law Number 8 of 1999 concerning Consumer Protection, any violations that may be committed by business actors, including expedition service companies, must receive an adequate response in the form of protection of consumer rights. The law expressly regulates consumer rights in Article 4, which emphasizes that consumers have the right to receive respect and protection from service providers in every form of transaction or business relationship. This regulation not only serves as a legal basis, but also as a mechanism to ensure a balance between the interests of business actors and consumer protection. Thus, business actors have a moral and legal obligation to ensure that consumer rights are fulfilled, including transparency of information, product or service safety, and fair dispute resolution. Enforcement of consumer rights is fundamental in building trust and creating a healthy and sustainable business climate.

According to Sutarman Yodo [17], every consumer has the right to receive proper, honest, and non-discriminatory service. This provision is intended so that business actors do not treat consumers differently on the basis of social status, ethnicity, religion, or other backgrounds. Business actors are required to treat all consumers equally, in order to prevent the emergence of potential conflicts or tensions in the relationship between business actors and consumers, which can harm both parties and harm the principle of justice in business activities.

In the freight forwarding industry, the top priority aspect is customer satisfaction, which is realized through the guarantee that the goods arrive at their destination intact, safe,

secure, and on time. In the context of increasingly tight business competition, customer satisfaction plays a role as one of the main indicators of a company's competitive advantage. This is reinforced by the speed of service and the availability of supporting facilities that allow the shipping process to take place efficiently. However, the potential for losses due to negligence on the part of the sender or events beyond human control such as natural disasters does not completely eliminate the legal responsibility of the sender. In this case, the shipping company remains obliged to provide a settlement for the losses incurred, in accordance with the principle of responsibility in the provision of transportation services.

Every business actor has a legal responsibility to ensure the safety and quality of the goods and services they offer to consumers. This is clearly regulated in Article 19 of Law Number 8 of 1999 concerning Consumer Protection, which regulates several obligations of business actors, namely:

1. Business actors are required to provide compensation or restitution to consumers for any damage and/or loss experienced due to the use of goods or services they trade. This obligation shows that business actors are not only responsible for providing products, but must also be prepared to bear the negative consequences that may arise from the use of these products.
2. The forms of compensation that can be given include refunds, replacement of goods or services of equivalent type or value, health care costs, or other compensation in accordance with applicable laws and regulations. This aims to ensure that consumers receive fair and proportional protection in accordance with the impacts experienced.
3. The compensation procedure must be carried out quickly, no later than seven days after the transaction that caused the loss. This time provision provides legal certainty and ensures that consumer rights can be fulfilled immediately without undue delay.
4. The obligation of business actors to provide compensation does not eliminate the possibility of criminal sanctions if there is an element of error or negligence that can be legally accounted for. Thus, business actors are not only subject to civil liability, but can also be subject to criminal law if proven to have committed a violation that is detrimental to consumers.
5. However, this responsibility does not apply if the business actor can prove that the loss experienced by the consumer was entirely caused by the negligence, error, or improper actions of the consumer himself. This confirms the principle of justice, so that business actors are not treated unfairly for losses that are not the result of the products or services they provide.

With these provisions, it is expected to create a balanced relationship between business actors and consumers, where consumer protection is a priority without ignoring justice for business actors. In addition, these provisions also encourage business actors to be more careful and responsible in every stage of production and distribution of goods and services in order to maintain consumer trust and create a healthy business climate.

This provision reflects legal protection efforts for consumers in order to create justice in business relations between business actors and the community as users of services or products. In the implementation of transportation activities by J&T Express CP Tukad Bilok Sanur Kauh Denpasar, the distribution process does not always run according to plan. Based on the results of interviews conducted by researchers with the parties customer *service*, it is explained that in shipping practices there are a number of obstacles that may occur, such as: packages not reaching their destination, goods being partially or completely damaged, late delivery, or even wrong delivery. These problems are generally caused by negligence on the part of the carrier, for example attaching the wrong shipping label, exchanging receipts, or errors in providing the destination area code. In addition, in some

cases, losses can also be caused by factors beyond human control (*force majeure*), which is not necessarily the direct responsibility of the transportation service provider.

Legally, losses experienced by consumers due to loss of goods during the shipping process can be held accountable to business actors. This is because loss of goods is a form of default, namely the company's inability to fulfill its obligations as agreed in the transportation agreement. The main obligation of the shipping service company in this case J&T Express is to guarantee the safety of the goods from the time the goods are received from the sender to their final destination, after the consumer has paid the shipping costs as stated in the contract. If the company fails to deliver the goods as they should, then it can be said that the company has neglected to carry out its obligations and is required to provide compensation or damages to the consumer.

Every service user has the right to obtain transparent and accurate information regarding the losses experienced, including the right to compensation in the event of loss of goods during the transportation process. This right has a strong legal basis as regulated in laws and regulations related to consumer protection. However, the implementation of obligations by shipping service providers must be based on the principle of good faith, as a form of professional responsibility in providing services to consumers.

In the context of consumer dispute resolution, if J&T Express does not fulfill its obligation to provide compensation for damage or loss of consumer goods, then the consumer has the right to take legal action as regulated in Article 45 of Law Number 8 of 1999 concerning Consumer Protection. These legal actions can be taken through litigation (court) or non-litigation (outside the court).

Based on the results of an interview with a source from J&T Express CP Tukad Bilok Sanur Kauh Denpasar, namely Ms. Yani *ascustomer service*, it is explained that until now the settlement of disputes through litigation has never been taken. This is because every problem related to damage or loss of goods can generally be resolved non-litigation through compensation mechanisms or compensation to consumers.

However, the company still opens the possibility of settlement through litigation if the settlement through deliberation does not result in an agreement between the two parties. Based on the explanation, it can be concluded that J&T Express CP Tukad Bilok Sanur Kauh Denpasar has shown a form of legal responsibility towards consumers in accordance with the provisions of laws and regulations applicable in the consumer protection system in Indonesia.

4. CONCLUSION

The carrier has a legal obligation to provide compensation for costs, losses, and interest that arise legally if there is negligence in the delivery or care of goods during the transportation process. This responsibility arises as long as the loss suffered by the sender or recipient of the goods is a direct result of the violation of the transportation agreement, and can be reasonably estimated at the time the contract is made.

Protection of consumer rights in shipping services requires a thorough analysis of the responsible party and the extent to which that responsibility can be transferred. The aspect of the carrier's responsibility is not only limited to successful delivery, but also includes protection of the security of goods and a sense of security for service users. Failure to fulfill this obligation has the potential to damage the company's reputation in the eyes of consumers. In this context, J&T Express has demonstrated its commitment by providing compensation in the form of replacing goods according to their actual value for errors made by employees.

The carrier's responsibility lasts from the time the goods are received until they are delivered at the destination. Based on the results of research and interviews related to cases of lost goods at J&T Express, it is known that the company has carried out its obligations by providing compensation for customer losses. Consumers who experience losses have the right to seek dispute resolution either through non-litigation mechanisms, such as filing direct claims, or through litigation in court. However, until this research was conducted, no cases of settlement through litigation were found at the J&T Express office CP Tukad Bilok, Sanur Kauh, Denpasar.

Thus, it can be concluded that in practice, the legal responsibility of shipping companies such as J&T Express has been implemented proportionally in accordance with the principles of prudence and consumer protection. However, it is necessary to continue to evaluate the complaint and compensation system in order to be able to answer the dynamics of consumer legal needs in the era of digitalization of logistics services.

5. BIBLIOGRAPHY

- [1] H. M. . Purwosutjipto, *Pengertian Pokok Hukum Dagang Indonesia 3 Hukum Pengangkutan. Cet. Ketiga*. Jakarta, 2015.
- [2] H. Purba, *Hukum pengangkutan di laut: perspektif teori dan praktek Hukum pengangkutan di laut: perspektif teori dan praktek Hukum pengangkutan di laut: perspektif teori dan praktek* Title. Medan: Pustaka Bangsa Press, 2005.
- [3] K. L. Kotler, P., & Keller, *Marketing Management (15th ed.)*. Pearson Education, 2016.
- [4] E. Slamet, A., & Purnama, "Pengaruh kualitas layanan terhadap kepuasan konsumen dalam industri jasa pengiriman," *J. Manaj. Bisnis*, vol. 18, no. 2, pp. 112–120, 2020.
- [5] A. Miru, *Hukum Kontrak Bernuansa Islam*. Jakarta: Rajawali Press, 2013.
- [6] "Kitab Undang-Undang Hukum Perdata."
- [7] F. Soegeng Istanto, *Hukum Internasional*. Yogyakarta: UAJ Yogyakarta, 1994.
- [8] Muhammad. Abdulkadir, *Hukum Pengangkutan Niaga. Cetakan Kelima*. Bandung: PT. Citra Aditya Bakti, 2013.
- [9] *Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. .*
- [10] B. Azheri, *Corporate Social Responsibility dari Voluntary menjadi Mandotary*. Jakarta: PT. Raja Grafindo Perss, 2011.
- [11] "Undang-Undang Nomor 22 Tahun 2009 tentang Lalu Lintas dan Angkutan Jalan."
- [12] "Kitab Undang-Undang Hukum Dagang."
- [13] Soegijatna Tjakranegara, *Hukum Pengangkutan Barang dan Penumpang*. Jakarta: Rineka Cipta, 1995.
- [14] H. M. N. Purwosutjipto, *Pengertian pokok hukum dagang Indonesia 3 : hukum pengangkutan*. Jakarta: Djambatan, 1981.
- [15] *Undang-Undang No. 38 Tahun 2009 mengenai Pengiriman Barang. .*
- [16] A. S. Martono, K, *Hukum Angkutan Udara Berdasarkan UU RI No. 1 Tahun 2009*. Jakarta: Rajawali Press, 2010.
- [17] Ahmadi Miru dan Sutarman Yodo, *Hukum Perlindungan Konsumen, Revisi cetakan 9*. Jakarta: PT. Rajagrafindo Persada, 2015.