



Standard Agreement for Online Transportation Partnership: A Review of Bargaining Positions and Agreement Norms towards a Fair Contract

Pendi Ahmad^{1*}, Fauzie Yusuf Hasibuan², RR Dewi Anggraeni³
Jayabaya University

Corresponding Author: Pendi Ahmad dosen02099@unpam.ac.id

ARTICLE INFO

Keywords: Partnership Agreement, Fair Online, Transportation

Received: 7, October

Revised: 27, October

Accepted: 28, November

©2025 Ahmad, Ahmad, Anggraeni :
This is an open-access article distributed under the terms of the [Creative Commons Atribusi 4.0 Internasional](https://creativecommons.org/licenses/by/4.0/).



ABSTRACT

This study analyzes the legal position of partnership agreements between online transportation drivers and application providers such as Gojek and Grab in Indonesia. Using a normative legal research method through statutory and conceptual approaches, the study examines relevant regulations, including Law No. 20/2008 on MSMEs, Government Regulation No. 44/1997 on Partnerships, Civil Code Articles 1320, 1338, and 1618-1641, as well as Regulation No. 12/2019 concerning the protection of users of motorcycles for public transportation. The results show that the cooperation between drivers and companies is classified as a partnership contract rather than an employment relationship, meaning both parties hold equal legal standing. However, issues arise in practice, including unilateral tariff cuts, contract changes without prior notice, and unilateral termination of partnerships by companies. These findings indicate that while the partnership framework legally positions drivers and companies as equals, the implementation often disadvantages drivers due to asymmetrical power dynamics, necessitating stronger regulatory oversight and protection mechanisms.

INTRODUCTION

The development of technology and information is inevitable. Technology will continue to advance in line with the development of science and human needs for technology and information. To meet these needs, various innovations continue to be created to positively impact human life and simplify various activities. In recent decades, humanity has witnessed the wonders of science and technology. Technological excellence is present in every aspect of life, including the transportation sector. In the context of transportation, it is a primary foundation for economic progress at the national, regional, and local levels, in both urban and rural areas. It is important to remember that the transportation system is a network, where the quality of transportation services depends heavily on the integration and cohesion of this network. Land, sea, and air transportation play a vital role in social aspects.

The emergence of location-based applications, digital payment systems, and intelligent algorithms has enabled people to order rides in real time and make cashless payments. In Indonesia, the presence of online transportation services such as Gojek and Grab has transformed the urban transportation landscape, offering more flexible and affordable alternatives for the public. Online transportation drivers often find themselves in precarious road situations while carrying out their work. The occupational risk associated with driving a driver is an accident while performing the job. This has the potential to cause an accident that drivers may experience while performing their work. This includes aspects such as rates, income distribution, social security, working hours, as well as the rights and obligations of each party as stipulated in the existing agreement. The rights drivers do not receive from online transportation partnership agreements vary depending on the platform and jurisdiction.

Online transportation drivers operating in several app-based service companies are complaining about revised partnership agreements that are considered highly exploitative and do not provide adequate legal protection for their partners. The performance of online transportation drivers is not commensurate with the guaranteed protection and welfare provided by the companies. On the one hand, app-based companies receive significant benefits from their partners. This imbalance in financial literacy has the potential to become a model for business exploitation among millennials. Some business ideas taken by companies are not based on negotiations with partners who have bound themselves to a partnership agreement. This is contrary to the principle of consensualism, which emphasizes the free will or actions of the parties making the agreement regarding the intention of the substance of the agreement.

THEORETICAL REVIEW

Regulations Regulating Online Transportation Partnerships in Indonesia

Regulation is a set of intuitively designed regulations that help control groups, institutions/organizations, and communities in order to achieve their goals in living together, in society, and in socializing. Regulations function as guidelines that regulate the behavior of individuals and groups within a social context, thereby creating a harmonious and orderly order.

Regulations regulating online transportation partnerships in Indonesia include several important regulations that intuitively create a clear and secure legal framework for all parties involved. Here are some of the key relevant regulations:

1. Ministerial Regulation Number PM 108 of 2017
2. Government Regulation Number 17 of 2013
3. The 1945 Constitution
4. Law Number 22 of 2009 concerning Traffic and Road Transportation
5. Law Number 11 of 2008 concerning Electronic Information and Transactions
6. Law Number 13 of 2003 concerning Employment Regulations

Online Transportation Regulations from Various Countries (Singapore, Malaysia, Philippines)

Indonesia is the fourth most populous country in the world, after India, China, and the United States. It is also the most populous country in ASEAN, according to data from the World Population Survey, collected at the end of February 2024, at 279.04 million people. Meanwhile, according to unemployment rate data from the International Monetary Fund (IMF), Indonesia has the highest unemployment rate in the ASEAN region, at 5.2%. This information was released in April 2024. This unemployment rate is still higher than last year, which was 5.3%. Seeing this phenomenon, many of the nation's children are flocking to create jobs by establishing start-up companies or even by starting startups. The various startups founded by him have not only created jobs, but also achieved economic and social benefits.

According to StartUp Ranking data from May 2024, Indonesia has the highest number of startups in Southeast Asia, with 2,628 startups as of May 28, 2024, and the sixth-highest number of startups in the world. The Startup Ranking defines a startup as a company with a maximum of 10 years of existence, possessing strong competency, innovation, and a strong technological base. Startups must also possess the potential to significantly impact their business growth. This definition highlights the importance of factors such as innovation, technology, and growth potential in assessing startups.

Given the diverse and rapidly expanding startup industry in Indonesia, the expansion of startups as a multinational corporation (MNC) is an interesting and intuitive analysis. This is because technological advancement is an unstoppable factor in this era of globalization. On the one hand, Startup expansion is intertwined with the Corporate Diplomacy that is being carried out, Digital Diplomacy that is being carried out and intuitively influencing Indonesian Statecraft. This Startup business expansion is also related to whether it is related to Indonesia's soft power, which is one of the things that is interesting to analyze.

The existence of disruptive phenomena in traditional economies where the value of digital technology utilization in various fields of life along with the balance of the times and the progress of Artificial Intelligence (AI) has made startups grow rapidly. The definition of a startup itself, according to Huisnayain and Mawardi, is a company that has not been established for a long time or is operating. A startup is a company that creates products or services amidst

uncertainty and can find a business model that can be recycled and scaled. The term startup typically refers to companies whose services or products are technology-based. Startups are mostly newly established companies still in the research and intuitive balancing phase of finding a suitable market.

METHODOLOGY

This research employs a normative juridical method that focuses on analyzing legal norms governing partnership agreements between online transportation drivers and application provider companies. The study uses a statutory approach by examining primary legal materials such as the Civil Code (Articles 1320, 1338, 1601, and 1618–1641), Law No. 20/2008, Law No. 22/2009, the ITE Law, and Regulation No. 12/2019, alongside relevant ministerial regulations and court decisions. A conceptual approach is also applied to explore legal principles including consensualism, freedom of contract, equality of parties, and legal certainty within digital-based contractual relations. Secondary legal materials – such as books, journal articles, and previous research – are analyzed to strengthen doctrinal arguments and interpret regulatory frameworks. The analysis is conducted qualitatively through systematic interpretation of legal norms, comparison of regulatory regimes, and evaluation of their implementation in online transportation partnerships.

RESEARCH RESULTS AND DISCUSSION

The existence of disruptive phenomena in traditional economies where the value of digital technology utilization in various fields of life along with the balance of the times and the progress of Artificial Intelligence (AI) has made startups grow rapidly. The definition of a startup itself, according to Huisnayain and Mawardi, is a company that has not been established for a long time or is operating. A startup is a company that creates products or services amidst uncertainty and can find a business model that can be recycled and scaled. The term startup typically refers to companies whose services or products are technology-based. Startups are mostly newly established companies still in the research and intuitive balancing phase of finding a suitable market.

Singapore

There is only one GOJEK service in Singapore, namely Go-Car Ride-Sharing, which is a shared car service with the concept of ride-sharing or shared rides with the same destination. In Singapore, GOJEK collaborates with the communications services company Singtel. In the general framework (GATS), GOJEK enters Singapore through Mode 3. Singapore's commitment to the WTO on sector telecommunication services, Mode 3 market access is a foreign company that must set up a branch in Singapore, or imberizes authority over legal authority Singapore's citizens and communities understand the intuition regarding service communications in Singapore.

In Singapore, Grab was founded under the name GrabTaxi Pte Ltd as a technology company that brings consumers together with partners. The services provided are not intended to provide transportation services or any actions that

could be considered as actions by a transportation provider. Grab's expansion into Singapore is based on Singapore's commitment to AFAS, which includes the communications services sector.

To date, Grab Singapore facilitates 15 types of services, namely:

- a. Taxi, a taxi rental service in collaboration with established taxi companies in Singapore;
- b. Car, a private car rental service for intuitive transfers from one point to another;
- c. Sharei, a ride-sharing service with other customers who share the same destination. GrabSharei fares are up to 35 percent cheaper than GrabCar;
- d. Hitch, a ride-sharing service with other customers who share the same destination. GrabSharei fares are up to 50 percent cheaper than GrabCar;
- e. Coach, a minivan or bus rental service. Consisting of four types: 9, 13, 23, and 40 shuttles. The service is specifically for one destination;
- f. Shuttle, a shuttle service similar to public transportation but with fewer drop-off points;
- g. Shuttle-Pluis, an intercity shuttle service covering 10 areas around Singapore;
- h. Family, a private car rental service that includes shuttles specifically for children aged 1-7 years;
- i. Juist, a shuttle service with a private car or taxi closest to the pickup point;
- j. jRental, a private car rental service without a driver;
- k. Pet, a pet delivery service with certified drivers in the field of pet handling; Trip Planner, an information service for public and private transportation in Singapore;
- l. Express (Beita), a short-term goods delivery service;
- m. Food, a food purchase and delivery service from food vendors to consumers;
- n. Wheels, a scooter rental service available in several city locations, suitable for use in areas facilitated by the application.

Grab is expanding its business to Singapore through Singapore's Mode 3 commitments in AFAS. The limitation of Mode 3 market access in the communications sector is that commitments in this sector cannot be made in any way that overrides limitations already established in the financial sector.

Under Mode 3 national security, the limitations committed by Singapore in its commitments scheme are limited, except for those commitments contained in Singapore's WTO commitments scheme. Meanwhile, in the WTO, Singapore has made a full commitment to Mode 3 in its telecommunications sector, but with the requirement that GrabTaxi, Pte. Ltd. must hold at least one position of Singaporean citizenship and have at least two local residents.

Malaysia

The growing demand for ride-hailing services through apps has created major players in this sector, including Malaysia. Like many countries in Southeast Asia, the ride-hailing market in Malaysia is dominated by Grab, which acquired Uber in April 2018.

On August 16, 2016, the Malaysian Transport Authority (SPAD) initiated a major overhaul of land transportation regulations aimed at reforming the taxi

sector in Malaysia. This updated regulation also covers ride-hailing services such as Grab and Uber. Grab, a pioneer in the industry in Malaysia, will also be affected by this regulation. With this change, all modes of transportation, both app-based and traditional, will have equal rights and obligations.

Philippines

In the early stages of its efforts to expand its reach in the Philippines, Gojek faced two rounds of rejection due to restrictions from the Land Transportation Franchising and Regulatory Board (LTFRB) and several other government agencies. In its most recent attempt, Gojek attempted a collaborative strategy with Pacey Crimson Corp., a Philippine digital payments company that has acquired a stake in Veilox Technology Inc., a subsidiary of Gojek, to balance the business and streamline Gojek's payment process in the Philippines. Gojek's efforts to reapply for its operating license through cooperation with a Philippine company were made because Gojek has the local government's intention to restrict foreign ownership in companies operating in the transportation sector, which is a crucial sector and impacts the livelihoods of the local community. Regulations stipulate that at least 60% of the shares must be held by individuals or business entities from the Philippines. Furthermore, foreign ownership is limited to 40%, which has led Gojek to undertake a capital expansion effort. In the Philippines, Grab operates under the name MyTaxi.PH Inc. as a technology company that provides consumer services to its partners. This service is not intended to provide transportation services or any action that could be considered an act of transportation provider. Grab's expansion into the Philippines is based on the Philippines' commitment to AFAS and is included in the communications services sector. To date, Grab Philippines facilitates six types of services:

- a) Taxi, a taxi rental service that collaborates with established taxi companies in the Philippines;
- b) Car, a private car rental service for intuitive transfers from one point to another;
- c) Sharei, a ride-sharing service with several other consumers who share the same purpose. GrabSharei fares are up to 30 percent cheaper than GrabCar.
- d) Express, a short-term delivery service;
- e) Food, a food purchase and delivery service from food vendors to consumers;
- f) Wheels, a scooter rental service available in several city locations, intuitive for use in areas facilitated by the app.

Factors Influencing Agreements in Online Transportation Partnerships

The electronic agreement between a company and a driver is a Partnership Cooperation Agreement. Partnership agreements are recognized under Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises and Government Regulation Number 44 of 1997 concerning Partnerships. The term "partnership" originates from the English word "partner contract." This partnership must be mutually beneficial to both parties.

The provider of online transportation application facilities (Go-Jek) is a party that balances the application between the provider of transportation services or drivers with the service users or application users (generally a company is created so that it is known as the company providing transportation application facilities (online). The meaning of the company providing online application facilities is a company that runs and controls an application technology that is then used to unite the service providers or drivers and the business users or application users in this case are the provider of transportation services and application users. The company Go-Jek basically uses this type of Limited Liability Company (PT). Meanwhile, the service provider or driver is an individual or legal entity with capital in the form of a vehicle. The detailed duties, management, implementation, and responsibilities include receiving and executing orders established by the online application-based company, either through an Android application or a call center, or as regulated by the application provider.

Several issues emerged in this cooperation contract, including the existence of conditions set for online motorcycle taxi drivers, namely an increase in the tariff discount to 23% from the previous 20%, and changes to the tariff without any prior notice. socialization from PT. Gojek Indonesia. There are also partnership agreements that are carried out without adequate explanation regarding errors and contracts that contain terms without any information to online motorcycle taxi partners. In Article 1320 of the Civil Code, there are four conditions in an agreement, one of which is the existence of an agreement (conseinsuis). The agreement is the alignment of the statement of intent between the two parties. Therefore, in the cooperation between PT. Gojek Indonesia and online motorcycle taxi partners, there must be an agreement between the parties to comply with the terms in Article 1320. Civil Code.

The legal dispute between the online motorcycle taxi driver and the company PT. Gojek creates rights and obligations for both parties, including: Online motorcycle taxi drivers have the following rights:

- a. The right to use the Gojek application.
- b. Drivers have the right to use Gojek attributes, including Gojek helmets and jackets.
- c. Drivers have the right to choose whether or not to accept orders from customers, depending on their wishes.
- d. Drivers are entitled to bonuses provided by PT. Gojek if they achieve the points determined by PT. Gojek.

The driver's obligation is to agree to and comply with all terms and conditions established by PT. Gojek, including:

- a. Drivers are required to comply with all applicable traffic regulations, laws, and laws;
- b. Drivers are required to wear Gojek equipment (jackets and helmets) loaned to them by GI at a fee borne by GI, which will be further regulated through a separate agreement. GI has the right to impose penalties on drivers in an amount determined by GI;

- c. Drivers are required to maintain a clean appearance, dress neatly, wear shoes, wear a uniform in the form of a jacket and helmet provided by GI, and maintain the jacket and helmet provided by GI;

The rights of PT. Gojek include:

- a. The right to determine the terms and conditions applicable to the partnership agreement with the driver.
- b. The right to change or add to the terms and conditions previously established.
- c. The right to receive profit sharing from the driver.
- d. The right to revoke or even deactivate the driver if there is a negative report against the driver.
- e. The right to receive a refund of the driver's attributes if the partnership agreement is terminated, and the right to conduct promotions to consumers.
- f. The right to determine the fees to be paid by consumers.

The obligations of PT. Gojek as a service provider include:

- a. Managing all Gojek services.
- b. Monitoring the performance of drivers.
- c. Responsible for tax obligations arising from each party based on applicable laws and regulations.

Legal Protection of the Parties in Legal Disputes Occurring in Online Transportation

Legal Protection for Online Motorcycle Drivers Following Constitutional Court Decision Number 41/PUU-XVI/2018

In essence, in the protection of online motorcycles, there are specific laws or regulations that specifically address the issue of online motorcycle drivers, from the perspective of the safety of online motorcycle drivers themselves, or the fare of online motorcycle drivers, or other drivers who interact with online motorcycle drivers. Therefore, online motorcycle drivers demand justice. The government understands that providing protection for online motorcycle taxi drivers is not limited to just online motorcycle taxi drivers.

Realistically, some consumers act in bad faith by placing fictitious orders. This means they cannot be contacted via chat apps, WhatsApp, or phone, and are not responsible for the orders they order, resulting in non-payment. Online motorcycle taxi drivers also experience employment inequality because they are not considered employees. They do not receive their rights as workers, despite facing high-risk work every day. Driver also lacked the ability to negotiate and understand policy. Driver felt that policymaking was always unilateral and non-transparent, resulting in a lack of mutual understanding between the two partners.

Following the Constitutional Court ruling No. 41/PUU-XVI/2018, the rights of online motorcycle drivers to legal protection guarantees and the right to decent work and livelihood have become increasingly threatened, because in the Constitutional Court ruling, the panel of judges is of the opinion that motorcycles (motorcycles) cannot be categorized as public transportation, so that the

consequence is that the government (Ministry of Transportation) no longer regulates online motorcycles because they are not recognized in Law Number 20 of 2009 concerning LLAJ. Interestingly, the Regional Government ultimately delegated the regulation of online vehicles to regional governments. Meanwhile, the lack of legal oversight above the Regional Government (Law/Regional Government Regulation/Regional Government Regulation) clearly increases the potential for chaos in the regulations issued by the Regional Government due to the lack of a primary principle to refer to. There are at least three potential problems that arise if online vehicles lack legal oversight above the Regional Government Regulation.

First, existing regulations become partial or even contradictory to the Law or regulations above them. Secondly, if it is only regulated through Peirmein, then the issues that are regulated are only around the guidance of each governing institution because the issue of online objects often involves cross-intelligence guidance. The scope of this integration is very limited even though this online object has a broad scope between institutions, so cross-sector coordination is needed.

Finally, the Ministry of Transportation (Kemenhub) confirmed that the online motorcycle regulations had been signed on March 11, 2019. The regulations are Regulation No. 12 of 2019 concerning the protection of the safety of motorcycle drivers used for the benefit of the public. In Regulation No. 12 of 2019 concerning the protection of the safety of motorcycle drivers used for the benefit of the public, there are four things that will be regulated, namely regulations, safety, partnership, and supervision of online motorcycle driver partners.

Partnership Agreement Between Drivers (Drivers) of Online Transportation Services and Online Transportation Application Services Companies Reviewed from the Data and Public Relations Aspect

In general, an agreement is a bond made by 2 or more legal subjects who bind themselves to each other to do or not do something that has conditions and sanctions that have been agreed upon by both parties, both verbally and in writing. Article 1313 of the Civil Code (Burgerlijk Wetboek) states that: "An agreement is an agreement in which 1 (one) person or more binds himself to another person or more." However, the definition of BW the is very broad and not comprehensive, because the the formulation only a one-sided agreement. The agreement that has been made by the parties must have several elements, namely the existence of parties who make the agreement, the existence of an agreement, the existence of an aim to be achieved, the existence of a performance or obligation to be carried out, the existence of an intuitive principle and the existence of intuitive conditions. The Civil Code is the basis of the agreement that is contained in Book III of the Civil Code regarding agreements and obligations. Although the Civil Code is the main legal basis in contracts, besides that there are also other legal principles, namely legal regulations, agreements of the parties, jurisprudence, international agreements/treaties, doctrines, legal provisions. custom/custom. In the science of jurisprudence there are several

principles in agreements/contracts, namely: the principle of contractual law, the principle of freedom of contract (freedom of contract), the principle of facta suint, the principle of consensual, the principle of and the principle of balance. In order for an agreement to be valid, several requirements are required as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement between the parties, the ability/authority of the parties, an intuitive matter and a lawful cause.

The legal terms of partnership agreements between drivers of online transportation services and companies providing online transportation application services are regulated in Article 1338 in conjunction with Article 1320 of the Civil Code. Meanwhile, the specific terms are based on the civil law terms in Article 1618 of the Civil Code up to Article 1641 of the Civil Code, which regulate the legal relations between the parties between one partner and another partner by way of contributing capital as a contribution (inbreing). In addition, the terms of transportation of people are also regulated in Chapters I to IV of Article III of the Civil Code, Law No. 3 of 1965 in conjunction with. Law No. 22 of 2009 Concerning Traffic and Road Transportation, Government Regulation Number 79 of 2013 Concerning Traffic and Road Transportation Network, Government Regulation Number 74 of 2014 Concerning Road Transportation, Government Regulation Number 108 of 2017 Concerning Public Motor Vehicle Transportation Not on Route.

The partnership agreement between the drivers of online transportation services and the application service provider company has an equal/balanced relationship, there is no higher relationship as intended in the law of employment. The relationship between the drivers of online transportation services and the application service provider company is the same or coordination (geicoordineieird). This partnership agreement is a periodic agreement, namely a service that is not fixed or does not occur continuously, but only occasionally, namely when the customer provides a fleet of individuals for its journey. This is regulated in Article 1601 of the Civil Code. The partnership agreement agreed upon by the parties is a standard contract.

Legal Protection for Online Transportation Service Drivers Reviewed from the Legal Aspect of Employment Law

Labor law/employment law is a legal law that regulates the work performed by certain parties, namely labor workers, employees, civil servants, and private sector employees, to their employers (business and government officials) as their superiors, in exchange for receiving a salary/wage, either verbally or in writing, during a meeting, or after performing an activity. In essence, the law of employment is intended to protect workers from the creation of social justice in the field of employment. Legally, workers and employers have the same personality (subordination) even though structurally their personality is subordination (superior and subordinate).

This equality of jurisdiction is regulated in Article 27 of the 1945 Constitution and Articles 5 and 6 of Law Number 13 of 2003 concerning

Employment Law. Employment law has three types of jurisdictions within the Indonesian legal system:

1. Employment law in the field of civil law.
2. Employment law in the field of state administration law.
3. Employment law in the field of criminal law.

The Certainty of the Renewable Online Transportation Sector Based on Balanced Partnerships in Indonesia

Online transportation in Indonesia began in 2011, when the online transportation company Go-Jek emerged as a technology company from Indonesia that provides transportation services through motorcycle taxi services. This company was founded in 2010 in Jakarta by Nadiem Makarim. Within a short time, Go-Jek, which originated from thousands of online applications, has grown become a major service. Since the emergence of Gojek in Indonesia, for example, the online transportation industry has been growing rapidly. The latest research results from CrossMedia Link show that now almost a third of internet users in Indonesia use online transportation applications. This online-based transportation service is also accompanied by ride-sharing applications, whose emergence in Indonesia began to flourish in 2014. Initially, its emergence began with the Uber application, which introduced UberTaxi as an online application-based transportation service business. This was then followed by the emergence of other online transportation services, such as Gojek, GrabBike, GrabTaxi, Gocar, UberBike.

However, in recent years, after achieving success, business competition has emerged as a pressing issue in society, particularly between online and conventional transportation drivers. The presence of online transportation (online taxis, which are the focus of this research) has sparked resistance from conventional taxi drivers, which has sometimes resulted in chaos or fraud and even criminal acts.

In fact, with the issuance of the notification letter from the Indonesian Ministry of Transportation number: UM.3012/1/21/Phb/2015 dated November 9, 2015, it has received various comments, criticisms and condemnations from various parties through social media, print media and electronic media. The interest of the emerged with the running of online transportation which resulted in actions that disrupt order, such as demonstrations followed by acts of violence and physical clashes.

The uncertainty of the legal status of online taxi drivers has become a separate issue that has raised concerns, especially among online taxi drivers, especially when new regulations have emerged regarding the regulation of vehicle administration (such as vehicle inspection, driving license A (SIM A), and license plate). This matter has also been conveyed by the Ministry of Transportation which is still implementing Regulation No. 108 of 2017 on the State of Transportation of People with Public Motorized Vehicles Not on Routes. This is a new regulation for online taxis, replacing the old regulation that was annulled by the Supreme Court (MA), namely Regulation Number 26 of 2017. The Director of Land Transportation of the Ministry of Transportation, Buidi

Seitiyadi, stated that the Ministry targets that the requirements set out in the regulations will be completed by the end of January 2018. This relates to requirements related to vehicle inspection (KIR) tests, the use of a General Class A SIM, and the installation of stickers to be complied with by drivers and online taxi owners. In fact, as of February 2018, all online taxi drivers and owners must meet these requirements. Failure to do so will result in strict action being taken against the driver or vehicle owner.

The pros and cons of online transportation have subsequently sparked their own polemics, without clear legal basis, and are in a realm of ambiguity. Realizing the desired regulation is not as easy as flipping a switch. Therefore, the issue of online transportation requires legal certainty, as many aspects must be examined by the government before proposing legal issues.

From a legal perspective, the use of online app-based transportation is in conflict with transportation activities as stipulated in Law No. 22 of 2009, which provides a definition of transportation. However, the existing law does not provide a clear picture of online transportation, which is related to the ITE Law (Law No. 19 of 2016) as a platform for online applications. Faced with this situation, regulation and regulatory systems for transportation based on online applications must still take into account philosophical, legal, and sociological foundations.

On the other hand, the public also desires the regulation of online transportation as part of a firm legal system that can protect public interests. In this regard, there needs to be a specific legal system that regulates the use of online transportation. Regulations regarding online transportation should become part of living law, so that law must be able to adapt to the changing needs of society, or vice versa. This is also in line with the changing needs of society, so that law also experiences changes and is dynamic.

Legal Certainty

In Indonesia, the principle of legal certainty does not apply as a living principle in the Indonesian legal system. Since the enactment of Law Number 14 of 1970 concerning Judicial Power, which was later replaced by Article 28 paragraph (1) of Law Number 4 of 2004 concerning Judicial Power, in addition to implementing the laws, judges must also uphold the values of justice that exist in society. This means that, in addition to legal certainty, the world of justice also emphasizes a sense of justice. Article 1 paragraph (3) of the amended 1945 Constitution also states that Indonesia is a 'legal state' without any further mention of the rules of the Reich. This amendment intuitively provides space, both on the principle of legal certainty and on the principle of justice. This is emphasized in Article 28 paragraph (1) of the 1945 Constitution, which emphasizes the importance of utility and justice.

The issue of legal certainty is the main thing expected for business actors in the online taxi sector, related to the issuance of policies (Minister of Transportation Regulation) which violate the business actors (especially the drivers or owners of online taxis) do not violate the sense of justice. However, on the other hand, the government's efforts to regulate the existence of online taxis

through a thousand regulations and regulations are a thousand ways to implement compliance with the regulations and laws in the transportation sector which sometimes conflict with the voice of public justice.

Therefore, the implications of using online application-based technology can be anticipated by using legislative and regulatory frameworks. Regulation. Legality also needs to be considered for businesses, which currently remain under the jurisdiction of a legal body, as stipulated in the Traffic and Road Transportation Law and policies issued by the Ministry of Transportation. In this regard, a legal framework is needed that provides legal protection not only for businesses, but also for drivers as partners providing transportation services, and for consumers as users of online transportation services.

However, online taxi regulations must also be balanced with the social changes occurring in society. Reregulation design can be modified to suit the level of cultural diversity and societal change. Therefore, in designing regulation or regulation, *huikum* must anticipate any changes that occur. This is in line with *huikum*'s function as a means of renewal in society.

The Concept of an Online Transportation Partnership Agreement That Prioritizes Justice

A partnership agreement between a driver and an app provider is essentially a contract, and therefore, the agreement must be based on mutual consent. This is an objective requirement for the validity of the agreement, as stipulated in Article 1320 of the Civil Code, as well as the validity and freedom of the parties to the agreement, which refers to the principle of freedom of contract. This principle provides a moral basis "that everyone may make an agreement or not make an agreement. The agreement made is based on an agreement between the parties without any coercion, deception, error or abuse of power." If there is a change in the content and implementation of the agreement, it must be based on the agreement of the parties. Based on this, it is important to determine whether the partnership agreement signed by both parties contains any clauses that allow one party, in this case the online transportation application provider, to enter into a partnership agreement and unilaterally change the terms of the agreement, resulting in bonuses and incentives for the other party.

The primary legal basis for implementing an agreement is Article 1313 of the Civil Code, which states that an agreement is an act in which one or more persons bind themselves to one or more other persons. Based on this incident, a legal relationship was born between the parties in the agreement, in which there are rights and obligations of each party. Meanwhile, the definition of partnership according to Article 1 number 13 of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises is cooperation in Business relationships, both direct and indirect, are based on the principles of mutual need, trust, influence, and mutual understanding, involving Micro, Small, and Medium Enterprises (MSMEs) and Large Enterprises.

The regulation of partnership agreements in online transportation generally refers to the Civil Code, namely Article 1338 in conjunction with Article

1320. Article 1338 of the Civil Code essentially states that all agreements made legally apply to the parties who make them. However, it must be noted that in order to be legally valid, the agreement must comply with the provisions of Article 1320 of the Civil Code. Partnership agreements in the transportation business are generally agreements that must comply with the requirements for the validity of the agreement, namely:

a. Binding Agreement;

The legal agreement of a binding cooperation between the application provider company and the online transportation driver is inseparable from the existence of an agreement between the two parties, set forth in a partnership agreement. The partnership agreement creates a legal agreement between the application provider company and the driver partner, where the application provider company acts as an intermediary, facilitating transactions through online media between vehicle owners who wish to offer transportation services and prospective consumers who require transportation and transportation services. The follow-up to the existence of a legal partnership is the existence of rights and obligations for each party. Rights and obligations arise after the partnership agreement is agreed upon by both parties, marking the beginning of the partnership between the application company and the partner. From that point on, each party has binding rights and obligations that must be implemented and adhered to, as outlined in the partnership agreement.

b. The ability to create an agreement;

The qualification of competence in making an agreement is stipulated as one of the objective requirements in an agreement as stipulated in Article 1320 of the Civil Code. In the partnership agreement carried out by prospective partners in the application company, the qualification of the parties is stipulated. This is shown in the recruitment process that prospective driving partners are required to attach identity document data (KTP), Driving Permit (SIM) and Police Clearance Certificate (SKCK), where these two requirements are administrative requirements that can only be obtained by someone who is 17 years old and has a reputation free from any criminal acts. In addition, after online registration, the company will conduct a check on the accuracy of the data registered by prospective driving partners.

c. Intuited Matter;

An agreement must contain an object, either goods or services. In a partnership agreement, the object promised by both parties is the provision of application services by the application company to the transportation partner, which will be used as a means of communicating the transportation services to consumers. The results of using the teirseibuit application result in a further agreement, namely, a division of profit between the two parties, with 15%-20% of the total daily income going to the company, while the remainder goes to the partner.

d. Lawful Cause.

The elements of lawful cause describe the objectives the parties wish to achieve in the implementation of an agreement. Article 1337 of the Civil Code

limits the definition of lawful cause: a cause is considered prohibited if it conflicts with morality, is unlawful, and is prohibited by law. In a partnership agreement in the online transportation business, both parties benefit: the partner can benefit from the application used to find customers and generate income. Meanwhile, the partner receives a percentage of the revenue from the passenger transportation results of the partner.

Implementation of Partnership Agreements in the Online Transportation Industry and Its Impact on Partner Rights

Implementation of the agreement is the phase of payment for the performance or payment of the contracting parties. Payment, in contract law, refers to the performance of the obligations required by the contract. The definition of the term broadens the meaning of payment in its language, which is interpreted as the payment of a certain amount of debt. In the collaboration between the application company and the payment partner, the partnership agreement is implemented in the form of a contract, namely a partnership agreement through the company's website (ei-contract) at the beginning of registration and a written agreement implemented after verification of the payment partner's data at the application company's office.

Partnership cooperation agreements through online systems (ei-contracts) take place in the form of applications that have been downloaded on the smartphone of prospective e-contract partners. In the provisions of Article 1 paragraph (17) of Law No. 19 of 2016 Amendment to Law No. 11 of 2008 concerning electronic information and transactions, an electronic contract is an agreement between parties made through an electronic system. All kinds of agreements made through electronic media are electronic documents. Based on the provisions of Article 5 paragraph (1) of the ITE Law, electronic information and/or electronic documents and/or printed results

It is a valid legal instrument. Contractual relations between the parties are conducted through electronic communication, while still adhering to material requirements that prohibit the inclusion of unfair contract terms. Technically, transactions are conducted remotely through electronic communication, where the contract is formed due to the meeting of the terms and conditions in an electronic offer (Offeir) with the conditions of acceptance/receipt electronically.

The legal relationship between the partner and the online transportation service provider company is actually a partnership agreement as business partners who have equal rights. The beginning of the legal relationship between the parties begins when the partner installs and accesses the application on a smartphone device. The partnership agreement between the partner and the application company in the transportation service provider business through an online network is not a work agreement between the employer and the employee. This is because the partnership agreement model applied does not meet the normative requirements in the provisions of Article 1 paragraph 15 of Law No. 13 of 2003 concerning Employment which includes aspects of employment, wages and government. The legal protection of partnership agreements in the online transportation business still follows all the provisions of Article 1338 in

conjunction with Article 1320 of the Civil Code. However, on the one hand, the partnership agreement in the online transportation business is a social impact of the change in the employment agreement format in the 4.0 revolution. The Indonesian government has not yet had a policy regulation that accommodates changes in the industry. The absence of a legal policy that specifically regulates the work environment in the online transportation industry creates uncertainty in the establishment of legal protection guarantees for transportation partners.

CONCLUSIONS AND RECOMMENDATIONS

The study concludes that the legal relationship between online transportation drivers and application provider companies such as Gojek and Grab is classified as a partnership agreement rather than an employment relationship, as reflected in the Civil Code and partnership regulations. Although the legal framework positions both parties as equal partners, the practical implementation often results in an imbalance of power, with companies unilaterally determining tariff cuts, modifying contract terms without proper notification, and imposing partnership termination without clear justification. These practices indicate that the partnership model, while legally valid, does not fully protect drivers' rights and may undermine the principles of contractual freedom, good faith, and legal certainty.

It is recommended that the government strengthen regulatory oversight to ensure fair and transparent implementation of partnership agreements in the online transportation sector. Specific rules should be developed to limit unilateral actions by application providers, mandate clear communication and consultation before contract changes, and establish standardized mechanisms for dispute resolution and termination procedures. Additionally, drivers should be given stronger legal standing through improved contractual protections, while policymakers should evaluate whether the current partnership model remains appropriate or whether a hybrid regulatory framework—combining elements of partnership and labor protection—may better ensure justice and balance in digital platform work relationships.

ADVANCED RESEARCH

Future advanced research should expand the study of online transportation partnerships by integrating comparative analyses between Indonesia's regulatory framework and platform-economy governance in other jurisdictions to identify more equitable models for platform-based labor relations. Interdisciplinary studies combining law, digital economics, industrial relations, and algorithmic governance are needed to examine how algorithm-based decision making, dynamic pricing, and automated suspension systems affect drivers' contractual rights and bargaining power. Empirical socio-legal research involving large-scale driver surveys and case analyses would also provide deeper insight into the real impacts of unilateral contract changes and partnership termination. Further doctrinal and policy research should explore the feasibility of hybrid legal classifications—between partnership and employment law—to design a regulatory structure that accommodates digital

innovation while ensuring legal certainty, fairness, and adequate protection for online transportation drivers in Indonesia's evolving platform ecosystem.

REFERENCES

- Ahmad, P. (2018). Legal Protection for Online Public Transportation Service User Tariffs. *Jurnal Sekretari*, 5(1), 1-15.
- Ahmad, P., Guntara, B., & Dadang, D. (2021). Consumer Protection and the Quality of Online Transportation Services in South Tangerang City. *Wajah Hukum*, 5(1), 1-7.
- Anggraeni, R. D. (2023). Islamic Law and Customary Law in Contemporary Legal Pluralism in Indonesia: Tension and Constraints. *Ahkam: Jurnal Ilmu Syariah*, 23(1), 25-48.
- Anggraeni, R. D., & Rizal, A. H. (2019). Implementation of Online Sales and Purchase Agreements (E-Commerce) from a Civil Law Perspective. *SALAM: Jurnal Sosial dan Budaya Syariah*, 6(3), 223-238.
- Aziz, A., Susanto, S., & Anggraeni, R. D. (2021). The Implementation of Occupational Safety and Health Law Enforcement According to Law Number 1 of 1970 Concerning Work Safety and Act Number 36 of 2009 Concerning Health (Study at PT. Yamaha Indonesia). *Surya Kencana Tiga*, 1(1), 46-64.
- Guntara, B., Dadang, D., & Ahmad, P. (2021). Legal Protection for Online Transportation Users Based on Law Number 8 of 1999 concerning Consumer Protection. *Surya Kencana Dua Journal: Dynamics of Legal and Justice Issues*, 8.
- Rezki, A., Anggraeni, R. D., & Yunus, N. R. (2019). Application of Civil Law Theory in the Termination of Custody of Adopted Children in Indonesia. *Journal of Legal Research*, 1(6).
- Rezki, A., Anggraeni, R. D., & Yunus, N. R. (2019). Application of Civil Law Theory in the Termination of Custody of Adopted Children in Indonesia. *Journal of Legal Research*, 1(6).
- Taryono, T., Anggraeni, R. D., Yunus, N. R., & Rezki, A. (2021). Good Governance and Leadership; Sustainable National Development with Good

Governance and Leadership in Indonesia. *SALAM: Syar-i Social and Cultural Journal*, 8(2), 649-662.

Yunus, N. R., Anggraeni, R. D., & Rezki, A. (2019). The application of legal policy theory and its relationship with rechtsidee theory to realize welfare state. *IS*, 3(1), 1-6.