

JURIDICAL REVIEW OF DELAYS AND LOSS OF GOODS USERS OF PT. POS INDONESIA SERVICES

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KEYWORDS

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ABSTRACT

The objective of this research is to scrutinize the responsibilities and privileges of both the consumer, who is the sender of the goods and PT. Pos Indonesia, as specified in UUPK Articles 4 and 5, which establish consumer rights and obligations, as well as UUPK Articles 6 and 7, which delineate the rights and obligations of commercial actors. The research used is normative legal research using field data as a complement. Normative legal research methods are also called doctrinal legal research. Rights and Obligations of PT. Pos Indonesia and Consumer Service Users are guaranteed in Law Number 8 of 1999 concerning Consumer Protection Articles 4 to Article 7 and Law Number 38 of 2009 concerning PT. Pos Indonesia in Article 29 to Article 31 paragraph (1). The Post Office is responsible for the shipment from the time it is received until it is handed over to the intended recipient. Postal Law Number 38 of 2009 Article 31 concerning Postal Obligations in Compensation and Article 19 concerning the obligations of business actors both outlined how postal parties must compensate for losses for delays or damage to goods. Compensation, if deemed necessary, will be replaced within six working days of receiving the claim. The rules that apply to claims for compensation are in the Decision of the Directors of PT. Pos Indonesia (Persero) Regarding the First Amendment on the Decision of the Directors of PT. Pos Indonesia (Persero) Number KD.112/DIR5/1118 Concerning Compensation Guarantee for Courier Delivery and Domestic Logistics if there is a discrepancy between the goods sent and those received, then according to this decision, consumers can claim compensation from the Post Office

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1. Introduction

Technological advances in the era of globalization, people tend to prefer instantaneous things. Especially regarding the delivery of goods related to regional affordability. Delivery services can be a solution for those who like convenience and practicality in sending goods (Yanto, 2019). Apart from that, delivery services are also considered very effective and efficient. Many people send goods, making delivery services very important. Data from the 2022 Central Agency for E-commerce Statistics shows that 9.30 % choose to send their products to buyers via delivery services, and only 0.79 % of businesses provide download links for their products from websites, applications, software, or others. The distance between the sender and recipient is unlimited and can be bridged by delivery services (Soemarno, 2016).

To date, the number of companies providing goods delivery or expedition services in Indonesia has reached approximately 3,000 companies spread throughout Indonesia. Of the many types of companies that offer expedition services, 5 major companies are operating in the same field. This company dominates the goods expedition market in Indonesia, these five companies are :(Aisyah Ayu Musyawah, 2018)

- a. Nugraha Ekakurir Route (JNE);
- b. Express Deposit (TIKI);
- c. Indonesian post;
- d. J&T;
- e. Anteraja.

The presence of goods delivery services in people's lives certainly provides benefits, including being able to connect from Sabang to Merauke and making work or community interests easier. Freight forwarding service customers can benefit from efficiency considerations that save time and money (Uli, 2017). However, in reality, the procedure for sending goods via expedition services is not always smooth; Sometimes, certain events result in losses for customers or service users. For example, consider a case where a consumer's ordered goods arrive later than expected or are found to be damaged or different from what they were before delivery. Of course, it could have a negative impact and cause losses for both the sender and recipient of the goods.(Nadia Andina Putri, 2019)

For example, a case of delays in goods was experienced by a consumer who was shopping at an e-commerce site which was reported by *mediakonsumen.com* on April 20, 2022. In the news, it was said that the consumer checked for goods that had not arrived via the delivery service website, as a result, the goods were at the final checkpoint for 5 days and were not delivered to their destination. The buyer contacted the call center but the number was not active and the delivery service's social media did not provide clarity. (Rohman, 2021) Therefore, consumers have the right to receive legal protection when the delivery of goods is delayed.

Based on this incident, it is clear that there needs to be a balance between legal protection for both consumers and producers in commercial activities. Consumers will always be at a disadvantage if there are problems with the expedition's delivery process, such as delays in sending goods or even damage to goods sent to customers. It is because the customer has already paid shipping costs. (Edmon, 2005) With the hope that the goods purchased will arrive at their destination in good condition according to expectations, but it turns out that consumers do not get their rights, namely that the goods arrive on time and in good condition without any defects or damage (Maffuadi & Khairani, 2020).

In the facilities of PT. Pos Indonesia cannot be separated from the transportation function. The transportation function is to move goods or people from one place to another to advance usability and value.(Andika Wijaya, 2016) According to M.N. Purwosutjipto, transportation is defined as a mutual agreement between the sender and the carrier where the carrier agrees to transport people and/or goods safely from one location to another, and the sender agrees to finance the transportation (Sidauruk & Lumbantobing, 2021).

The purpose is to determine and analyze the rights and obligations of the parties in the agreement between the sender of the goods (consumer) and PT. Pos Indonesia both in UUPK Articles 4 and 5 concerning consumer rights and obligations as well as UUPK Articles 6 and 7 concerning the rights and obligations of business actors and knowing the rights and obligations in the PT Law. Pos Indonesia Number 38 of 2009 which is stated in Article 29 discusses the rights of PT. Pos Indonesia and in Articles 30 to 31 paragraph (1) concerning Postal obligations, to find out the responsibilities of PT. Pos Indonesia both responsibilities according to Article 7 UUPK and responsibilities according to Article 9 regarding compensation guarantees provided by the company as well as analyzing if there is delay and loss of goods. To find out the procedures for complaints/claims for compensation if PT. Pos Indonesia experienced delays and loss of goods by the rules provided by PT. Pos Indonesia according to the provisions of the decision of the directors of PT. Indonesian post

2. Materials and Methods

The type of research used is normative legal research using field data as a complement. Normative legal research methods are also called doctrinal legal research. In this type of research, law is conceptualized as what is written in statutory regulations (law in books), or law is conceptualized as rules or norms that are benchmarks for human behavior that are considered appropriate. (Ibrahim, 2006) The approach method used is the statutory approach (Soekanto, 1986) namely, the legal approach is carried out by examining all laws and regulations relating to the legal issues being handled, especially in this research regulation, Law No. 8 of 1999 concerning Consumer Protection and the PT Law. Indonesian Post No. 38 of 2009 concerning Posts, and the Conceptual Approach, which is an approach carried out by reviewing literature material which is of course by the main issues raised.

3. Result and Discussion

Rights and Obligations in the Goods Delivery Agreement between PT. Pos Indonesia with Service Users

Consumer Legal Relations with PT. Pos Indonesia: begins with negotiations, which can be seen as a process of combining the interests of both parties to produce an agreement to achieve a goal. Often, one party takes the initiative to offer something that the other party feels is necessary. The party who gives something to another party is identified as the party offering or offeror, and the party who receives something is called the offeree. If the offeror has submitted a series of offering actions such as further discussions regarding goods, price, period, etc., and then the offer is accepted by the offeree then what is called an agreement occurs between the two of them. (Ahmad Riski Sridadi, 2009) In this case, Post provides customers with the entire range of its operations in terms of products to be delivered, including mail packages and logistics, delivery innovation, and financial services are required to pay fees and sign a contract or agreement between PT. Pos Indonesia and the customer after deciding and accepting the offer, accompanied by a receipt showing confirmation stamps. The postal service is obliged to maintain the safety of the goods sent from receipt to delivery. Thus, the legal relationship between consumers and PT. Pos Indonesia was established by fulfilling the rights and obligations of the parties and by the Civil Code Article 1313 which states that an "Agreement is an act by which one or more people bind themselves to one or more people". In this case, what is meant by consumers and PT Pos Indonesia Mataram Branch is to establish a legal relationship, consumers entering a contract should carefully read all the terms, including subjective and objective elements.

Following are the Rights and Obligations of Consumers, the Rights and Obligations of Business Actors, and the Rights and Obligations of PT. Indonesian post:

a. Consumer Rights Article 4 UUPK Number 8 of 1999:

- 1) The right to comfort, security, and safety in consuming goods and/or services;

- 2) The right to choose goods and/or services and obtain said goods and/or services by the exchange rate and conditions and guarantees promised;
 - 3) The right to correct, clear, and honest information regarding the condition and guarantee of goods and/or services;
 - 4) The right to have opinions and complaints heard regarding the goods and/or services used;
 - 5) The right to obtain advocacy, protection, and appropriate efforts to resolve consumer protection disputes;
 - 6) The right to receive consumer guidance and education;
 - 7) The right to be treated or served correctly and honestly and not in a discriminatory manner;
 - 8) The right to receive compensation, compensation, and/or replacement if the goods and/or services received are not by the agreement or are not as they should be;
 - 9) Rights regulated in other statutory provisions.
- b. Consumer Obligations Article 5 UUPK Number 8 of 1999:
- 1) For safety and security reasons, read or comply with information instructions and procedures before using products and/or services.
 - 2) Carrying out good faith when purchasing goods and/or services.
 - 3) Make payments using the agreed exchange rate.
 - 4) Use appropriate legal channels to resolve complaints involving consumer protection.
- c. Rights of Business Actors Article 6 UUPK Number 8 of 1999:
- 1) The right to payment by the terms and exchange value of the goods and/or services being traded;
 - 2) The right to legal protection from malicious consumer actions;
 - 3) The right to use reasonable self-defense in the legal resolution of consumer disputes;
 - 4) The right to restore a person's good name if it can be proven through legal channels that the consumer's loss was not caused by the goods and/or services being traded;
- d. Obligations of Business Actors Article 7 UUPK Number 8 of 1999:
- 1) Have good intentions in carrying out business activities;
 - 2) Provide correct, clear, and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair, and maintenance;
 - 3) Treat and serve consumers correctly and honestly and non-discriminatorily;
 - 4) Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services;
 - 5) Providing opportunities for consumers to test, and/or try certain goods and/or services as well as providing guarantees and/or warranties for goods made and/or traded;
 - 6) Providing compensation, compensation, or reimbursement for losses resulting from the use, use, and utilization of traded goods and/or services;
 - 7) Provide compensation, compensation, and/or replacement if the goods and/or services received or utilized are not by the agreement.
- e. PT rights. Pos Indonesia Article 29 Law Number 38 of 2009 concerning Post:
- 1) The Postal Service has the right to obtain correct information from postal service users regarding the shipment stated on the delivery document.
 - 2) The postal operator has the right to open and/or inspect the shipment in the presence of the postal service user to verify the correctness of the shipment information as intended in paragraph (1).
 - 3) The postal operator cannot be sued if it is proven that the contents of the shipment do not correspond to what was stated in writing by the postal service user on the sender's document and it was not opened by the postal operator.

- 4) The postal operator as intended in paragraph (3) can be prosecuted if it is proven that he knew the contents of the shipment and continued to send goods that are prohibited by the provisions of the laws.
- f. PT's obligations Indonesian Post Article 30 and 31 paragraph (1) Law Number 38 of 2009 concerning Post:
 - 1) Article 30 states that: Postal Operators are obliged to maintain the confidentiality, security, and safety of shipments.
 - 2) Article 31 paragraph (1) contains: Postal Operators are obliged to provide compensation for losses experienced by postal service users due to negligence and/or mistakes of Postal Operators

Responsibilities of PT. Pos Indonesia for Delays and Loss of Packaged Goods Based on Consumer Protection

Concept of Legal Responsibility: When a legal subject carries out an act or enters into a legal relationship, this will undoubtedly give rise to legal responsibility. As a result, legal subjects will have rights and obligations as a result of their legal responsibilities. Because the existence of a legal relationship creates the principle of legal responsibility which must be obeyed. HK. Martono believes that responsibility can refer to three types, each of which is Accountability is a duty related to money or trust. For example, an accountant is responsible for his bookkeeping reports. Taking over in the sense of In the context of public law, responsibility is responsibility. If the offender does not carry out his duties as stated in his appointment decision letter, then he may be subject to administrative sanctions by his superiors or criminal charges based on applicable laws and regulations, including criminal offenses and crimes. On the other hand, legal responsibility in the sense of fault refers to the obligation to provide compensation for the loss or suffering suffered by the victim as a result of the perpetrator's actions. To obtain compensation from the perpetrator—either the person or company that caused the loss—the victim can file a lawsuit in civil court..(Kurniawan, 2016)

Meanwhile, according to J.H Nieuwenhuis states that: "Responsibility arises because of an act that violates the law *onrechtmatigdaad* and is the cause of the loss, while the perpetrator is at fault, which is called *schuld*, then that person must be responsible for the loss.(Kurniawan, 2016)

Type of responsibility of PT. Pos Indonesia Based on Consumer Protection, Including Delays, Loss or Damage to Goods: The provisions of Article 19 Chapter VI of Law Number 8 of 1999 concerning Consumer Protection entitled Responsibilities of Business Actors regulate the responsibilities of producers, also known as business actors. The responsibilities of business actors in general are as follows:(Ahmadi Miru dan Sutarman Yodo, 2017)

- a. Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses resulting from consuming goods/or services produced or traded.
- b. Compensation as referred to in paragraph (1) can be in the form of a refund or replacement of goods and/or services of similar or equivalent value, or health care and/or provision of compensation by the provisions of the applicable laws and regulations.
- c. Compensation is provided within a period of 7 (seven) days after the transaction date.
- d. Providing compensation as intended in paragraphs (1) and (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error.
- e. The provisions as intended in paragraph (1) and paragraph (2) do not apply if the business actor can prove that the error is the consumer's fault.

According to Article 19 of the Consumer Protection Law, producers as business actors are obliged to compensate consumers for losses suffered from damage, pollution, or financial and health losses due to consuming traded products. Losses can be compensated through refunds, replacement of goods, maintenance, or by making cash payments. Compensation for losses is provided no later than seven days after the transaction date.

Procedure for Claims for Delays and Loss of Goods

Procedures for Complaints and Compensation Claims: According to the Decision of the Directors of PT. Pos Indonesia (Persero) Regarding the First Regulation Based on the Decision of the Directors of PT. Pos Indonesia (Persero) Number KD.112/DIR-5/1118 Concerning Compensation Guarantees for Courier Shipments and Domestic Logistics, explaining the procedure for submitting claims," from the results of an interview with Mr. Wibiawan Christian as Manager of PT:

- a. Compensation claims are the right of the Sender or Recipient based on the Sender's authority.
- b. Claims for Compensation can only be submitted against Courier and Logistics Shipments as follows:
 - 1) Delay.
 - 2) Damage.
 - 3) Partially Damaged.
 - 4) Completely Damaged.
 - 5) Lost.
 - 6) Partially Missing.
- c. Complaints must be submitted as follows: 1) Courier and Logistics shipments that do not pay Compensation Guarantee Duty: a) Delay, Damage, Partial Damage, Complete Damage, and Partial Loss no later than 90 (ninety) calendar days from the time the shipment is received by the recipient. b) Lost no later than 15 (fifteen) calendar days from the date the post office determines it missing
- d. Courier and Logistics Delivery that pays Compensation Guarantee Duty:
 - 1) Delay, Damage, Partial Damage, Complete Damage, and Partial Loss no later than 45 (forty-five) calendar days after the shipment is received by the recipient.
 - 2) Lost no later than 15 (fifteen) calendar days from the date the post office determines it missing.
 - 3) Claims for Compensation can be submitted by the Sender or his attorney by attaching:
 - a) Original letter of application for Compensation or letter of demand sent which states the value of the claim and clearly explains the chronology of the loss.
 - b) Original or scanned receipt.
 - c) Fill out the Compensation application form.
 - d) Fill out the loss attachment form.
 - e) Certificate from the authorized party, for the consequences of an accident.
 - f) Copy of invoice or purchase invoice for shipped goods (especially for new goods)
 - g) Photos related to the loss.
- e. Compensation payments are paid no later than 6 (six) working days after the Compensation claim is received, with the following arrangements:
 - 1) First day of receipt of a claim for Compensation and Sender/Recipient.
 - 2) On the second to the fourth day complete the internal supporting data to validate the proof of submission.
 - 3) Maximum fifth day, notification to the Sender/Recipient.
 - 4) Maximum sixth day for payment of Compensation claims to the Sender/Recipient.
- f. Submission of complaints and compensation claims for items posted at the postal agent can be accepted by the postal agent operator, and then the complaint and/or claim is forwarded to the postal inspection office.

Compensation: PT. Pos Indonesia provides legal protection to users of its postal services in mutually agreed compensation responsibilities. The practices carried out by the Mataram Branch Post Office are by Article 7 Letters F and G of Law Number 8 of 1999 concerning Consumer Protection which states that the practices carried out by business actors must be by applicable provisions:

- a. Providing compensation and/or reimbursement for losses resulting from the user, use, and utilization of traded goods and/or services.
- b. Providing compensation and/or replacement if the goods and/or services received or utilized are not by the agreement. "Based on the results of an interview with Mr. Wibiawan Christian as Manager of PT. Pos Indonesia also explained that the provision of compensation is based on PT regulations. Indonesian post". According to Article 9 concerning Compensation given by the company PT. Pos Indonesia Mataram Branch is as follows:

No	Condition	Compensation
	Lost	10 (ten) x Maximum shipping costs Rp 1.000.000,00
	Damaged	5 (five) x the maximum delivery fee is IDR 1,000,000.00 if the shipment is handed over to the sender/proxy. 10 (ten) x Shipping costs maximum IDR 1,000,000.00 if the sender/proxy releases ownership of the shipment.
	Lateness	25% x Delivery cost

As previously stated, there are always reciprocal rights and obligations between the parties in a reciprocal agreement. In the case of postal knowledge, the sender has the responsibility to bear the shipping costs based on the receipt of postage and proof of receipt from CS PT. Pos Indonesia, and in return is entitled to protection and details about the goods that will be delivered to their destination safely.

Thus, the obligation of PT. Pos Indonesia does not finish sending the package or item to its destination, but must also guarantee that the shipment arrives safely in the hands of the recipient. In this way, PT. The Mataram Branch Post ends with the goods or packages being received safely into the hands of the recipient.

4. Conclusion

Rights and Obligations of PT. Pos Indonesia and Consumer Service Users are guaranteed in Law Number 8 of 1999 concerning Consumer Protection Articles 4 to Article 7 and Law Number 38 of 2009 concerning PT. Pos Indonesia in Article 29 to Article 31 paragraph (1).

The Post Office is responsible for the shipment from the time it is received until it is handed over to the intended recipient. Postal Law Number 38 of 2009 Article 31 concerning Postal Obligations in Compensation and Article 19 concerning the obligations of business actors both outline how postal parties must compensate for losses for delays or damage to goods. If it is determined that compensation must be replaced, this is done no later than six working days after the claim is received.

Complaint procedures/claims for compensation are provided if the client or service user can confirm that he or she has indeed experienced a loss due to goods sent or obtained. Once it can be proven by including concrete evidence, the postal party will compensate for the goods by applicable regulations, and Postal CS will direct them according to the flow. The rules that apply to claims for compensation are in the Decision of the Directors of PT. Pos Indonesia (Persero) Regarding the First Amendment on the Decision of the Directors of PT. Pos Indonesia (Persero) Number KD.112/DIR5/1118 Concerning Compensation Guarantee for Courier Delivery and Domestic Logistics if there is a discrepancy between the goods sent and those received, then according to this decision, consumers can claim compensation from the Post Office

5. References

- Ahmad Riski Sridadi. (2009). *Aspek Hukum Dalam Bisnis*. Airlangga University Press.
- Ahmadi Miru dan Sutarman Yodo. (2017). *Hukum Perlindungan Konsumene*. PT.Rajawali Pers.
- Aisyah Ayu Musyawah. (2018). "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang,". *Jurnal Law Reform*, 14(2).
- Andika Wijaya. (2016). *Aspek Hukum Bisnis Transportasi Jalan Online*. Sinar Grafika.
- Edmon, M. (2005). *Pengantar Hukum Telematika Suatu Kompilasi Kajian*. PT Raja Grafindo Persada.
- Ibrahim, J. (2006). Teori dan metodologi penelitian hukum normatif. *Malang: Bayumedia Publishing*, 57.
- Kurniawan. (2016). *Hukum Perlindungan Konsumen*. Pustaka Bangsa.
- Maffuadi, M., & Khairani, K. (2020). Tinjauan Yuridis Terhadap Penggunaan Letter of Credit (L/C) Dalam Pelaksanaan Ekspor Impor Barang Di Indonesia. *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan*, 4(2), 304–313.
- Nadia Andina Putri. (2019). "Perlindungan Hukum Terhadap Konsumen Pengguna Jasa Pengiriman Barang Dalam Hal Keterlambatan Sampainya Barang,". *Jurnal Universitas Udayana*, 2(2).
- Rohman, S. (2021). Pengaruh Kualitas Layanan dan Ketepatan Pengiriman terhadap Kepuasan Pelanggan dalam Menggunakan Jasa Pengiriman Barang Ninja Xpress. *Jurnal Logistik Indonesia*, 5(1).
- Sidauruk, J., & Lumbantobing, G. M. C. (2021). Tinjauan Yuridis Tanggung Jawab Pengemudi Dan Perusahaan Angkutan Atas Dalam Pengangkutan Barang Melalui Angkutan Darat (Studi CV. Belawan Indah). *Nommensen Journal of Legal Opinion*, 181–192.
- Soekanto, S. (1986). pengantar penelitian hukum, Jakarta. *Penerbit Universitas Indonesia*.
- Soemarno, S. C. (2016). Tinjauan Yuridis Pertanggungjawaban PT. Jalur Nugraha Ekakurir Atas Keterlambatan Pengiriman Barang di Kaitkan dengan Pasal 7 Huruf G Undang-Undang Perlindungan Konsumen. *NOVUM: JURNAL HUKUM*, 3(4), 141–153.
- Uli, S. (2017). *Tinjauan Yuridis Tanggung Jawab PT. Garuda Indonesia Terhadap Pengiriman yang Kehilangan Barang*. Universitas Sumatera Utara.
- Yanto, E. (2019). Tinjauan Yuridis Tanggung Jawab Pt. Pos Indonesia Terhadap Pengiriman Barang Konsumen. *Media Keadilan: Jurnal Ilmu Hukum*, 10(1), 64–81.