

ABSTRAK

PERLINDUNGAN HUKUM TERHADAP *DRIVER* GOJEK DALAM *ELECTRONIC PARTNERSHIP CONTRACT* DENGAN PT.GOJEK INDONESIA

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(xii + 62 Halaman: 1 Lampiran)

PT. Gojek Indonesia adalah salah satu penyedia jasa ojek *online*. Kasus yang menjadi sorotan publik, mengenai tuntutan yang sering menjadi tajuk para *driver* ketika mengadakan demonstrasi dan pemogokan terhadap PT. Gojek Indonesia. Tuntutan *driver* Gojek tersebut terkait dengan Kebijakan sepihak yang mengenai tarif Gojek yang sering tidak sesuai dengan jarak yang di tempuh, dimana banyak *driver* ojek *online* dari perusahaan PT. Gojek Indonesia cabang Lombok merasa kebijakan tersebut sangat merugikan bagi para *driver* gojek. Kontrak antara perusahaan dengan *driver* berbentuk kontrak elektronik (*e-contract*) dan dibuat secara sepihak oleh PT. Gojek Indonesia tanpa melalui proses negosiasi dengan mitra kerja (*driver*). Penelitian ini menggunakan metode yuridis normatif dengan pendekatan masalah *statue approach* serta *conceptual approach*. Hasil penelitian ini perlindungan hukum bagi *driver* Gojek sebagai pihak yang bekerja kepada PT. Gojek Indonesia, kecuali penanggungan barang yang rusak atau hilang milik konsumen selama pengantaran, Karena perjanjian kerja keduanya dalam *e-contract* bukan berupa kontrak kerja melainkan *partnership* sehingga sesuai dengan Pasal 1338 KUHPer.

Kata Kunci: **Gojek Indonesia, KUHP Perdata, Perjanjian Kemitraan.**

Referensi: 21 (2009-2022)

ABSTRACT

GOJEK DRIVER LEGAL PROTECTION IN ELECTRONIC PARTBERSHIP CONTRACT WITH PT. GOJEK INDONESIA

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PT. Gojek Indonesia is one of the online motorcycle taxi service providers. A case that has become a public spotlight, regarding the demands that are often the headlines of the drivers when holding demonstrations and strikes against PT. Gojek Indonesia. The demands of Gojek drivers are related to the unilateral policy regarding Gojek fares which are often not in accordance with the distance traveled, where many online motorcycle taxi drivers from the company PT. Gojek Indonesia Lombok branch feels that this policy is very detrimental to gojek drivers. The contract between the company and the driver is in the form of an electronic contract (e-contract) and is made unilaterally by PT. Gojek Indonesia without going through a negotiation process with work partners (drivers). This study uses a normative juridical method with a statue approach problem and a conceptual approach. The results of this study are legal protection for Gojek drivers as parties who work for PT. Gojek Indonesia, except for the guarantee of damaged or lost goods belonging to consumers during delivery, because the work agreement between the two in the e-contract is not in the form of a work contract but a partnership so that it is in accordance with Article 1338 of the Criminal Code.

Keywords: Civil Code, Gojek Indonesia, Partnership Agreement.

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