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## Legal Certainty and Protection for Online Motorcycle Taxi Drivers in Indonesia: A Normative Analysis of Unilateral Termination under Regulation No. 12/2019

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**Abstract:** The phenomenon of unilateral termination of online motorcycle taxi drivers has increasingly occurred. This situation indicates that the position of online motorcycle taxi drivers as partners is very weak, as such clauses are contained in partnership agreements. This study discusses the legal regulation of online motorcycle taxi drivers viewed from partnership-based agreements and the unilateral termination of Gojek drivers reviewed from Minister of Transportation Regulation Number 12 of 2019. The research method employed is normative juridical research. Data were collected through library research. The collected data were then analyzed qualitatively to obtain descriptive research results. The findings show that the regulations governing partnership agreements between online motorcycle taxi drivers and providers have not yet specifically regulated the provisions of such cooperation agreements. Currently, the legal basis governing partnership agreements refers only to the provisions of the Civil Code, the Law on Micro, Small, and Medium Enterprises, and Minister of Transportation Regulation Number 12 of 2019. However, there is no specific regulation governing the partnership relationship between drivers and online motorcycle taxi service providers. The scientific contribution of this research lies in its conceptualization of platform-based partnerships as a distinct legal regime requiring sui generis regulation. It advances the argument that the current classification of drivers as “partners” constitutes a legal fiction that obscures asymmetrical power relations. Accordingly, this study proposes the necessity of a dedicated regulatory framework that integrates principles of contractual fairness, procedural due process, and digital labor protection to ensure a more balanced and equitable legal relationship between platform providers and drivers.

**Keywords:** Standard Agreement, Unilateral Termination, Online Motorcycle Taxi.

### INTRODUCTION

In Indonesia, transportation currently plays a very important role, as it is essential for all segments of society in their daily activities. This can be observed from the increasing demand for transportation services to support the mobility of people and goods, particularly in

Indonesia (Werasmana et al., 2021). Transportation activities necessarily involve labor, namely drivers or motorcycle taxi riders.

As of recent developments, the number of online motorcycle taxi drivers in Indonesia continues to grow significantly. This rapid expansion is accompanied by an increasing number of disputes, particularly related to unilateral suspension and termination. Several mass suspension cases have been reported, where drivers were deactivated without prior clarification, often triggered solely by customer rating systems or algorithmic assessments. These incidents reflect structural vulnerabilities within platform-based partnerships.

The term online motorcycle taxi is far more popular among the public than other more formal terms, such as online motorcycle taxi services. Within four years since its launch, Gojek has successfully created employment opportunities for more than two million people. This has had a positive impact on employment conditions, as it has absorbed labor more broadly across various regions in Indonesia. Based on a study conducted by Brail, Gojek, as one of Indonesia's unicorn companies, ranks sixth globally in terms of valuation (Brail, 2022).

According to Sudikno Mertokusumo, an agreement is a legal relationship between two or more parties that gives rise to rights and obligations concerning a performance. (Adonara, 2014). An agreement is a legal relationship between two or more parties that gives rise to rights and obligations on an achievement. That is, the first party has the right to a feat, while the other is obliged to meet these achievements (Adriaman & Irianto, 2021). This means that one party has the right to a performance, while the other party is obliged to fulfill that performance. The legal relationship between Go-Jek and the company uses a partnership agreement (Alawiyah et al., 2023)

Electronic agreements between companies and drivers take the form of Partnership Cooperation Agreements. Partnership agreements are recognized under Law Number 20 of 2008 on Micro, Small, and Medium Enterprises and Government Regulation Number 44 of 1997 on Partnerships. The term partnership originates from the English term partner contract. Such partnerships must be mutually beneficial to the parties involved (Adonara, 2014).

To carry out its business activities, a company requires partnerships with the public as online motorcycle taxi drivers who subsequently use the application provided by PT Gojek Indonesia. Book III of the Civil Code adopts an open system, granting the broadest freedom to the public to enter into agreements of any content and with any party, provided that such agreements do not violate the law, public order, or morality. The formation of partnership agreements in Indonesia is conducted based on the provisions of Article 1338 paragraph (1) of the Civil Code, known as the principle of freedom of contract, which states that every person is fundamentally free to make agreements in accordance with their will and interests (Darus, 2001).

Several issues arise in these partnership agreements, including the imposition of rules on driver partners, such as an increase in commission deductions to 23 percent from the previous 20 percent, implemented without prior socialization by PT Gojek Indonesia, the termination of partnerships without clear explanations regarding the alleged violations, and the inclusion of contractual provisions that were not properly socialized to online motorcycle taxi driver partners. Article 1320 of the Civil Code stipulates four requirements for a valid agreement (Subekti, 2007), one of which is mutual consent (consensus). Consent refers to the conformity of the parties' declarations of will. Therefore, partnership cooperation between online motorcycle taxi providers and driver partners must be based on the mutual consent of the parties in order to fulfill the requirements of Article 1320 of the Civil Code. However, due to the absence of specific regulations governing partnership agreements between online motorcycle taxi providers and their driver partners, the contractual requirements set forth in Article 1320 of the Civil Code are often disregarded.

The selection of Gojek's partnership agreement with its partners is based on the fact that the partnership agreement between Gojek and its driver partners uses a standard-form agreement containing exoneration clauses, such as unilateral termination clauses, limitations on the provider's liability for driver losses, as well as limitations on jurisdiction and dispute resolution, which are resolved through the company's internal mechanisms, with the company's decisions being final. This condition results in partners, namely drivers, being able only to accept or reject the agreement without any opportunity for negotiation due to its digital nature, which requires a "click to agree" mechanism within the application. This clearly demonstrates the very weak bargaining position of driver partners.

The partnership agreement used by the Go-Jek application provider is embodied in an electronic contract (e-contract). The e-contract drafted by the Go-Jek operator contains several standardized partnership cooperation clauses that are uniformly applied to all partners. Notably, several provisions within the agreement are unfavorable to partners, and there is no opportunity for partners to conduct review, objection, or negotiation as part of the consent element of the agreement. Consequently, partners have no alternative if they wish to work as online motorcycle taxi drivers and must comply with all stipulated provisions, such as:

1. Payment by Consumers

The Partner agrees that the prices and payment structure payable by service recipients for the services provided by the Partner through the GO-JEK Application ("Consumers"), including cancellation fees charged by Consumers, are the prices displayed in the GO-JEK Application.

2. Unilateral Termination in the Event of Disputes

If, at any time in the future, there is any disagreement or dispute between GO-JEK or AKAB and the Partner regarding revenue sharing, the prices to be paid by Consumers, or promotional costs that may be charged to GO-JEK or AKAB and determined by GO-JEK or AKAB during promotional periods, this Agreement may be unilaterally terminated by either GO-JEK or the Partner by providing written notice to the other party (either through the GO-JEK Application or through other media).

3. Suspension or Termination of Account Access

GO-JEK has the right to close or deny the Partner access to the Partner Account within the GO-JEK Application if GO-JEK, at its sole discretion and without the need to provide proof to any third party, considers that the Partner has violated any provision of the Terms and Conditions or other provisions applicable to the Partner in its cooperation with GO-JEK.

4. Unilateral Termination during Promotional Periods

If, at any time in the future, there is any disagreement or dispute between GO-JEK and the Partner regarding revenue sharing, the prices to be paid by Consumers, or promotional costs that may be charged to GO-JEK or AKAB and determined by GO-JEK during promotional periods, this Agreement may be unilaterally terminated by either GO-JEK or the Partner by providing written notice to the other party (either through the GO-JEK Application or through other media) (Gojek, n.d.)

The provisions concerning wage distribution, tariff determination, and the performance evaluation process of partner services are regulated unilaterally by the platform operator and are incorporated into the e-contract. Consequently, the rating system (stars) provided by consumers plays a significant role in the livelihood of online transportation drivers in performing their work. Based on facts in the field, Gojek drivers frequently experience unilateral termination of partnerships based solely on ratings given by customers, without first seeking clarification from the drivers regarding the reasons for such ratings. This situation may become a serious problem, considering that many online motorcycle taxi drivers rely on this

occupation as their sole source of income. If this issue is not resolved promptly, it may lead to an increase in unemployment in Indonesia.

Previous studies have examined the legal status of online motorcycle taxi drivers, particularly debating whether drivers should be classified as workers or partners (Halilintarsyah, 2021). Other studies focus on contractual imbalance in standard agreements (Annazah et al., 2023). However, these studies tend to analyze the issue from a general labor or contract law perspective and have not specifically addressed unilateral termination practices within the framework of Minister of Transportation Regulation Number 12 of 2019.

Therefore, a research gap exists in analyzing how unilateral termination mechanisms operate normatively and whether they align with existing regulatory protections, particularly in the context of procedural justice and legal certainty.

This study examines the legal regulation of online motorcycle taxi drivers viewed from the characteristics of partnership-based agreements and provides a legal analysis of the unilateral termination of Gojek drivers in light of Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest. This research is important because the absence of specific regulation and the increasing reliance on algorithmic governance in platform-based work create significant risks of legal uncertainty and injustice for drivers.

## **METHOD**

The research method employed in this study is normative legal research. Normative legal research is conducted by analyzing legal norms or rules and various regulations related to the issues discussed (Mahmudji, 2003). This research uses statutory approach, a conceptual approach, and a case-oriented approach. The statutory approach is used to examine relevant legislation governing contractual relationships and transportation regulation. The conceptual approach is applied to analyze legal doctrines such as freedom of contract, good faith, and proportionality. Meanwhile, the case-oriented approach is utilized to contextualize the practice of unilateral termination within platform-based contractual relations.

The legal analysis in this study employs methods of legal interpretation, including grammatical interpretation, systematic interpretation, and teleological interpretation. Grammatical interpretation is used to understand the textual meaning of legal provisions, particularly Minister of Transportation Regulation Number 12 of 2019. Systematic interpretation is applied to analyze the relationship between various legal norms, such as the Civil Code, MSME Law, and sectoral regulations. Meanwhile, teleological interpretation is used to assess the purpose of legal norms in ensuring justice and protection for drivers. This study adopts a prescriptive analytical approach, aiming not only to describe legal norms but also to formulate recommendations for improving regulatory frameworks governing platform-based partnerships.

This approach aims to describe and understand the phenomenon of the unilateral termination of online motorcycle taxi drivers as reviewed from Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest. This study seeks to analyze the legal regulation of online motorcycle taxi drivers viewed from the characteristics of partnership-based agreements and to provide a legal analysis of the unilateral termination of Gojek drivers based on the same regulation.

The collection of legal materials was conducted using primary, secondary, and tertiary legal materials, as stated by Bahder Johan Nasution, who explains that legal materials are not data or social facts, because normative legal research examines legal materials containing normative rules (Nasution, 2008). The data processing technique uses a qualitative descriptive method, which will then be arranged systematically. The data sources of this research consist of primary legal materials and secondary legal materials; laws and regulations are primary

legal materials, and secondary legal materials consist of scientific papers, articles, journals, and books. Data collection techniques are carried out by literature study. To conclude, this research uses qualitative data analysis techniques based on the perspective of legal science.

Primary legal materials consist of the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises, and Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest. Furthermore, secondary legal materials include scholarly articles discussing online motorcycle taxi partnerships, while tertiary legal materials consist of books addressing contractual agreements used in this study.

## **RESULTS AND DISCUSSION**

### **Legal Regulation of Online Motorcycle Taxi Drivers Viewed from the Characteristics of Partnership-Based Agreements**

At present, in Indonesia, the legal basis for partnership relationships used by online motorcycle taxi services refers to Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises (MSMEs). Referring to the term partnership under Law Number 20 of 2008, the definition of partnership according to Article 1 point 13 of the MSME Law is cooperation in business linkage, either directly or indirectly, based on the principles of mutual need, mutual strengthening, and mutual benefit, involving Micro, Small, and Medium Enterprises and Large Enterprises (Indonesia, 2008).

From the perspective of legal certainty, this condition reflects a normative deficiency, as the existing regulatory framework fails to provide clear, predictable, and enforceable standards governing the rights and obligations of the parties. The absence of specific legal norms tailored to platform-based labor relationships creates ambiguity, allowing platform providers to interpret and implement contractual provisions in a discretionary manner. This undermines the core function of law as a guarantor of predictability and protection, particularly for the weaker party.

Furthermore, when assessed through the lens of contractual justice, the current partnership arrangements deviate from the principle of fairness and balance in contractual relations. The dominance of unilateral clauses, combined with the lack of meaningful consent due to the “take-it-or-leave-it” nature of electronic contracts, indicates a failure to meet the substantive requirements of equitable agreement. Rather than embodying proportionality and good faith, these arrangements institutionalize inequality and erode the legitimacy of the contractual relationship itself. Accordingly, the reliance on the MSME Law as the legal basis for platform partnerships is not only conceptually inadequate but also normatively problematic, as it obscures structural imbalances and permits practices that contradict both legal certainty and contractual justice.

There are two differing views regarding the legal regulation of partnership relationships applicable in Indonesia. The first view holds that there is no specific law governing partnership relationships within the context of employment. Consequently, partnership-based agreements (partnership agreements) rely on the general provisions of the Civil Code, as regulated under Article 1338 in conjunction with Article 1320 of the Civil Code, which ideally require equality between the parties (Jatimulya & Wibowo, 2023). Article 1338 of the Civil Code, which serves as the foundation of partnership agreements, contains several fundamental principles, namely: (1) freedom of contract; (2) the binding force of contracts as law for the parties (*pacta sunt servanda*); and (3) good faith. Meanwhile, Article 1320 of the Civil Code governs the legal requirements for a valid agreement, both subjectively and objectively, which include: (1) mutual consent or concurrence of will; (2) legal capacity of the parties (being legally competent and not under guardianship); (3) the existence of a specific object of the agreement; and (4) the content of the agreement must not contravene statutory regulations.

The second view holds that the provisions on partnerships under Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises (MSMEs) are appropriate. The partnership regulations contained in the MSME Law may be used as the legal basis for regulating online motorcycle taxi partnerships in Indonesia. This approach is adopted by the government because Law Number 20 of 2008 contains the phrase partnership relationship. However, this view argues that the application of such regulations appears to be “forced”, as there is a mismatch between the partnership model applied under the MSME framework and the partnership model used in online transportation services (Halilintarsyah, 2021).

The absence of a clear definition and specific regulations governing partnership relationships has led many companies to seek shelter under the partnership framework to employ their workers. In light of the rapid development of information and communication technology, there is concern that partnership relationships may become a widespread mechanism for companies to obtain low-cost labor. The current definition of partnership, which follows Law Number 20 of 2008 concerning MSMEs, does not specifically regulate partnership arrangements in detail (Annazah et al., 2023).

Law Number 20 of 2008 cannot serve as the legal basis for partnership relationships in online motorcycle taxi services. This is because the scope of partnership relationships regulated under the MSME Law differs from the partnership relationships found in online motorcycle taxi services. Partnership relationships under the MSME Law involve Micro, Small, and Medium Enterprises and Large Enterprises, in forms including: (1) core-plasma; (2) subcontracting; and (3) franchising. Another view holds that the legal basis for partnership relationships lies in the Civil Code, as such relationships are founded on agreements between the parties. Therefore, the partnership relationships regulated under the MSME Law are not appropriate for application to online motorcycle taxi services (Tan, 2021).

Furthermore, the Law on the Development and Strengthening of the Financial Sector (P2SK Law) does not directly regulate how online transportation platform providers (electronic developers) should operate or manage their partnership arrangements. The focus of this Law lies on: the supervision and regulation of Financial Sector Technology Innovation (FSTI), such as fintech, crypto assets, and digital payment systems; consumer protection in the financial services sector; and the institutional strengthening of the Financial Services Authority (OJK), Bank Indonesia (BI), and the Indonesia Deposit Insurance Corporation (LPS).

The regulations forming the basis of the contents of partnership agreements should be grounded in Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest, as this regulation fills a legal vacuum resulting from the fact that motorcycles are not recognized as public transportation under the Traffic and Road Transportation Law. This Ministerial Regulation should serve as the basis for tariff determination and the procedures for unilateral termination (suspension).

From a regulatory perspective, there is a clear disharmony between the flexibility of private contractual arrangements under the Civil Code and the protective intent of Ministerial Regulation No. 12 of 2019. While the Civil Code allows freedom of contract, this principle becomes problematic when applied to digital platform relationships characterized by structural inequality and algorithmic control.

The absence of explicit sanctions for non-compliance with procedural requirements under the Ministerial Regulation further weakens its effectiveness. As a result, platform providers are able to bypass procedural safeguards such as prior clarification, transparency, and proportional sanctions, thereby undermining the principle of due process of law.

In comparison, several countries have begun to regulate platform-based workers more explicitly. For instance, in the United Kingdom, courts have recognized ride-hailing drivers as “workers” entitled to certain labor protections. Similarly, the European Union has proposed

directives to regulate platform work, emphasizing transparency in algorithmic decision-making and fair termination procedures (Tempo, 2025). Compared to these developments, Indonesia still relies on fragmented regulations, resulting in weaker protection for drivers.

Based on the above discussion, it can be concluded that regulations governing partnership agreements between online motorcycle taxi drivers as partners and platform providers lack specific legal provisions. Currently, the legal basis for partnership agreements relies solely on the general provisions of the Civil Code, the MSME Law, and Minister of Transportation Regulation Number 12 of 2019. However, there is still no specific regulation governing partnership agreements between online motorcycle taxi drivers and their platform providers.

There is currently no law or government regulation that specifically governs platform-based digital partnership relationships. This condition continues to place the relationship between platform providers and drivers in a fragmented position, without a clear legal foundation for partnership arrangements. To address this legal vacuum, it is necessary to establish specific regulations, either through the enactment of a Government Regulation or a Ministerial Regulation, concerning platform-based digital partnerships, with the objective of providing legal certainty and protection for partners. Furthermore, it is necessary to standardize partnership agreements by establishing mandatory agreement formats that include balanced rights and obligations, with the aim of preventing unilateral clauses that may disadvantage one party, particularly the drivers.

### **Unilateral Termination of Gojek Drivers Reviewed from Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest**

An agreement is a consensus that arises when the parties mutually undertake to perform certain acts. According to Subekti, an agreement is an event in which one or more persons promise to perform a particular act (Joni Bambang, 2013). The implementation of partnership agreements between online motorcycle taxi drivers and their platform providers, such as PT Gojek Indonesia, constitutes a legal act within the realm of private law.

This means that a legal obligation (obligation/engagement) arises between the parties who enter into an agreement. From an agreement, various forms of obligations or performances (prestations) may arise that must be fulfilled. Not only are the performances expressly stipulated in the agreement required to be performed by one of the parties, but also those performances prescribed by law, which are carried out reciprocally by both parties to the agreement (Widjaja, 2004).

In general, business contracts originate from differing interests that are sought to be reconciled through contractual arrangements. Through contracts, such differences are accommodated and subsequently framed within a legal structure that binds the parties. In business contracts, issues of legal certainty and justice are achieved when the differences between the parties are accommodated through contractual mechanisms that operate in a proportional manner (Agus Yudha Hernoko, 2008).

The development of digital technology has given rise to various new forms of legal relationships, one of which is the partnership between online motorcycle taxi platform providers and driver partners. In practice, such legal relationships are manifested in standard-form contracts that are unilaterally drafted by platform companies.

The partnership agreement entered into by online motorcycle taxi drivers and their platform providers, such as PT Gojek Indonesia, begins with the registration of prospective drivers, who must fulfill the requirements and conditions established by PT Gojek Indonesia. In forming the partnership agreement, the parties do not jointly formulate or determine the content and terms of the agreement; rather, the terms and conditions of the partnership agreement are unilaterally determined by the provider, in this case PT Gojek Indonesia. This

demonstrates the existence of a standard-form agreement drafted by PT Gojek Indonesia as the provider of the online motorcycle taxi application.

With regard to standard-form agreements, Mariam Darus Badruzaman states that “standard-form agreements inherently contain weaknesses because their terms are determined unilaterally, and the other party accepts such conditions due to its weaker position. From a theoretical and juridical perspective, standard-form agreements do not fully comply with statutory requirements and are rejected by several legal scholars; however, in practice, societal needs develop in a direction contrary to legal ideals” (M. Yahya Harahap, 1996).

In practice, discussions concerning the existence of agreements (contract law) in relation to the parties are often associated with the concept of balance in contracting (the principle of balance). Nevertheless, there appears to be a persistent perception that agreements formed between parties do not provide an equal bargaining position for one of them. Such agreements are considered unfair and one-sided, thereby prompting efforts to seek and develop new approaches in contract law to address problems of imbalance in contractual relationships.

This is reflected in the partnership agreement entered into by online motorcycle taxi drivers and their platform provider, such as PT Gojek Indonesia. Based on Article 2 concerning the Cooperative Relationship and Article 5 paragraph (5.2) concerning Electronic Contracts in the Partnership Cooperation Agreement between PT Gojek Indonesia and drivers, it can be concluded that when drivers electronically click to accept the GO-JEK partnership agreement, access, and use the GO-JEK application, they are deemed to have agreed to the partnership cooperation agreement contained within the application. Furthermore, by consenting to the partnership cooperation agreement, drivers are also considered to have agreed to any subsequent changes to the applicable terms and conditions (Aliyanto, 2018).

The Go-Jek partnership contract is examined in light of Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest, particularly Chapter IV on the Mechanism for the Suspension of the Operation of Motorcycles Used for Public Interest Conducted through Applications. Chapter IV regulates the mechanism for suspending the operation of motorcycles used for public interest through applications. Article 14 stipulates four key provisions. First, it regulates the obligation of application companies to formulate clear standards, procedures, and operational mechanisms related to the process of temporary suspension (suspension) and termination of partnership relationships with drivers. Second, it regulates standards and procedures for the process of temporary suspension and termination of partnership relationships with drivers, which must include provisions regarding the types of sanctions that may be imposed in the form of temporary suspension and termination of partnerships, the levels or categories of sanctions based on the severity of violations committed, the stages of sanction implementation ranging from warnings to termination of partnerships, as well as procedures for the revocation of sanctions for drivers subject to temporary suspension. Third, it requires a process of discussion and consultation with driver partners to ensure mutual understanding and fairness in the implementation of sanctions. Fourth, it imposes an obligation on application companies to conduct open and comprehensive dissemination to all driver partners so that provisions regarding temporary suspension and termination of partnership relationships can be properly understood and implemented.

When related to the partnership agreement between Gojek and its partners concerning unilateral termination by Gojek, the partnership agreement stipulates provisions on unilateral termination in the following clauses:

1. GO-JEK has the right to close or deny the Partner access to the Partner Account within the GO-JEK Application if GO-JEK, at its sole discretion and without the obligation to provide proof to any third party, considers that the Partner has violated any provision of the Terms

and Conditions or other provisions applicable to the Partner in its cooperation with GO-JEK.

2. In the event of a violation of the Terms and Conditions by the Partner, the Partner agrees that GO-JEK has the right to take any actions deemed necessary by GO-JEK to address such violations of the Terms and Conditions or other applicable terms, or violations suspected by GO-JEK to have been committed by the Partner (including but not limited to the collection of facts regarding the Partner's activities through the GO-JEK Application, issuance of warning letters, termination of the Partner's access to the GO-JEK Application either permanently or temporarily, termination of this Agreement, or pursuing the Partner's actions through civil or criminal proceedings in accordance with applicable laws and regulations).

The above provisions regulate the termination of partnerships, indicating that rules concerning account suspension or termination of account access are carried out by online motorcycle taxi platform companies, such as Go-Jek, automatically (auto-suspension). This demonstrates that the position of partners is very weak due to the existence of such clauses in the standard-form partnership agreement between online motorcycle taxi drivers and their platform providers. The provisions established by Gojek clearly violate the requirements stipulated in Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest, particularly those related to temporary suspension (suspension) and termination of partnerships with drivers. In practice, Gojek is able to impose unilateral termination or suspension based solely on consumer star ratings given to drivers.

The provision of ratings or stars (typically ranging from 1 to 5) by passengers constitutes a driver performance feedback mechanism. This system functions as an indicator of service quality, including aspects of punctuality, courtesy, comfort, and driving safety. In the context of the digital economy, ratings represent a form of reputational capital; the higher the rating, the greater the level of user trust and the higher the driver's opportunity to receive service orders.

This indicates a positive correlation between a driver's rating level and passengers' perception of safety. In other words, higher ratings are associated with greater feelings of safety and comfort experienced by passengers. However, the rating system is also subject to bias due to the following factors:

1. Subjective assessments, based on the driver's appearance, gender, or ethnicity;
2. Over-reliance on numerical scores without factual validation mechanisms (such as speed data, incident records, or formal complaints);
3. Power imbalances between passengers and drivers, whereby low ratings may have significant consequences for drivers without clear explanations.

In principle, online motorcycle taxi platform providers have the legal authority to terminate partnerships only if the grounds for termination are clearly stipulated in the agreement and the process is conducted in good faith and in a proportional manner. If termination is carried out without evidence or without providing an opportunity for clarification, partners have the right to file claims based on breach of contract (*wanprestasi*) under Article 1243 of the Civil Code or unlawful acts under Article 1365 of the Civil Code. Companies are obliged to provide internal objection or appeal mechanisms to ensure the principle of procedural justice (due process of law). In practice, digital partnership agreements (for example, those executed through applications) should be subject to government oversight to prevent legal imbalances between platforms and drivers.

In this regard, the government needs to issue specific regulations that clearly define the rights and obligations of both parties in partnership agreements concerning termination, so that unilateral termination by platform providers does not disadvantage online motorcycle taxi drivers.

Therefore, online motorcycle taxi companies are encouraged to integrate rating systems with objective safety data, such as speed tracking, braking behavior, or incident reports. To ensure comprehensive safety, ratings should be combined with data-driven evaluation systems and road safety training programs..

## CONCLUSION

This study concludes that the current legal framework governing partnerships between online motorcycle taxi drivers and platform providers in Indonesia remains fragmented and inadequate. The reliance on general provisions of the Civil Code, the MSME Law, and Minister of Transportation Regulation Number 12 of 2019 has not been sufficient to ensure legal certainty and protection for drivers, particularly in cases of unilateral termination. Regulations governing partnership agreements between online motorcycle taxi drivers as partners and their platform providers remain without specific legal provisions, as the current legal basis for such partnership agreements relies solely on the general contract provisions of the Civil Code, the MSME Law, and Minister of Transportation Regulation Number 12 of 2019. However, there is still no specific regulation governing partnership agreements between online motorcycle taxi drivers and their platform providers. This legal vacuum concerning online motorcycle taxi partnership agreements must be addressed through a normative and adaptive approach, taking into account the principles of justice, equality, and social protection.

This study recommends the establishment of a specific regulatory framework governing platform-based partnerships. Such regulation should include standardized contractual provisions, transparent and fair termination procedures, and mandatory due process mechanisms. In addition, government oversight of algorithmic decision-making systems is necessary to prevent arbitrary suspension and termination of drivers. The recommendations to establishment of a dedicated regulatory framework for platform-based partnerships, either through a Government Regulation or a specific Ministerial Regulation. Such regulation should, at a minimum: (1) mandate standardized partnership contracts with balanced rights and obligations; (2) regulate clear and transparent procedures for suspension and termination, including due process safeguards; and (3) introduce oversight mechanisms to prevent the misuse of algorithmic decision-making, particularly in performance evaluation and termination. By institutionalizing these measures, the law can move beyond its current abstract guarantees toward ensuring substantive justice, legal certainty, and effective protection for drivers as the structurally weaker party in the platform economy.

The position of partners is extremely weak due to the existence of such clauses in the standard-form partnership agreements between online motorcycle taxi drivers and their platform providers. The provisions established by online motorcycle taxi providers, such as Gojek, clearly violate the requirements set forth in Minister of Transportation Regulation Number 12 of 2019 concerning the Protection of Safety for Motorcycle Users Used for Public Interest, particularly those governing temporary operational suspension (suspension) and termination of partnerships with drivers. In practice, online motorcycle taxi providers are able to impose unilateral termination or suspension based solely on consumer star ratings given to drivers.

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