

RESPONSIBILITY OF TRANSPORTATION COMPANIES FOR LOSS OF CONSUMER GOODS IN TRANSPORTATION ACTIVITIES (STUDY: PT. MAHARANI PREMA SAKTI DENPASAR)

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Abstract:

This study discusses the form and implementation of the responsibility of transportation companies for the loss of consumer goods during transportation activities, with a case study at PT. Maharani Prema Sakti Denpasar. The background of the study is based on the increasing cases of lost goods during the shipping process, which cause losses to consumers and raise legal issues regarding the limits of responsibility of transportation companies. This study uses an empirical legal method with a socio-legal approach to examine how legal provisions such as the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, and Law Number 22 of 2009 concerning Road Traffic and Transportation are applied in practice. The research results indicate that the responsibility of a shipping company is absolute from the time the goods are received until they are delivered to the recipient, unless the loss occurs due to force majeure or the negligence of the shipper, at PT. Maharani Prema Sakti Denpasar, the implementation of responsibility is carried out through internal procedures such as implementing SOPs for packaging and arranging goods, processing compensation claims, and resolving disputes amicably. The company does not provide specific insurance but instead directs consumers to insure their goods independently. This research concludes that although the liability system is functioning well, there is a need to improve legal protection for consumers through the integration of insurance mechanisms and strengthening oversight of regulatory implementation.

Keywords: Corporate Responsibility, Transportation, Consumer Protection

INTRODUCTION

Transportation services play a strategic role in supporting the mobility of goods and services, which form the backbone of modern economic activity. Various sectors, from manufacturing and trade to e-commerce, rely heavily on the efficiency and reliability of transportation services to ensure goods reach consumers on time and in good condition. As demand for transportation services increases, consumer expectations for service quality continue to grow, including assurances of the safety of goods during transportation.

Transportation in Indonesia includes land, sea, and air transportation. These three modes of transportation play a crucial role and complement each other in carrying out their functions as a means of transporting people and goods. Transportation plays a crucial role in society, as it enables almost all economic and social activities in general to run smoothly (Muhammad et al., 2000).

Advances in technology and information have implications for the progress of increasing transportation flows. Transportation in question is the activity of transporting. Goods produced by producers or factories can reach traders or entrepreneurs only by means of transportation, and so on; from traders or entrepreneurs to consumers must also use transportation services. People can



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carry out transportation here, vehicles pulled by animals, motorized vehicles, trains, ships, river vessels, airplanes and others (Adji, n.d.).

The development of transportation is inseparable from its regulatory aspects (Sancaya & Putra, 2021). Transportation in Indonesia is regulated in the Civil Code Book Three concerning contracts, then in the Commercial Code Book II, title V. In addition, the government has issued policies in the field of land transportation, namely the issuance of Law No. 22 of 2009 concerning Traffic and Road Transportation as a Replacement for Law No. 14 of 1992, as well as Government Regulation No. 41 of 1993 concerning Road Transportation which is still in effect even though PP No. 41 of 1993 is an implementing regulation of Law No. 14 of 1992.

Operational transportation activities are carried out by drivers or transport drivers, where the driver is the party who binds himself to carry out transportation activities on the orders of the transportation entrepreneur or carrier. Drivers in carrying out their duties have the responsibility to carry out their obligations, namely transporting passengers/goods to the agreed destination safely, meaning that the transfer process from one place to the destination can take place without obstacles and passengers are in good health, not experiencing danger, injury, illness or death so that the purpose of transportation can be carried out smoothly and in accordance with the utility value of society (Tjakranegara, 1995).

However, in practice, issues often arise that undermine consumer trust in shipping companies, one of which is lost goods. Loss of goods during shipping not only causes material losses to consumers but can also negatively impact the shipping company's reputation. Furthermore, this issue raises important questions about the extent of the shipping company's responsibility to consumers, both morally and legally.

In fact, it can be observed that transportation drivers often commit acts either intentionally or negligently that result in harm to others, whether tangible harm experienced by others (material loss) or immaterial harm such as disappointment and discomfort experienced by passengers. For example, damage to or loss of goods during the transportation process.

The provisions that can be observed are Article 191 of Law Number 22 of 2009, which states that "Public Transportation Companies are responsible for losses resulting from all actions of people employed in transportation activities." Observing the wording of Article 191, it is not further explained whether the responsibility in question is corporate responsibility or personal responsibility. Because, in any case, from a civil law perspective, it is stated in Article 1365 of the Civil Code as follows: "Every act that violates the law and causes loss to another person requires the person who caused the loss due to his fault to replace the loss." So the driver, if proven negligent or guilty, will also be held civilly responsible for losses resulting from his negligence in carrying out transportation activities. From a criminal law perspective, negligence or negligence is included as one of the subjective elements in fulfilling the elements of the offense regarding actions that cause loss to another person. Fulfillment of other elements can lead to the driver being charged with a crime and criminal sanctions due to negligence caused by them when carrying out transportation activities.

Corporate responsibility is inescapable, especially when it comes to transportation equipment, as a company's operational activity, which causes harm to others during the transportation service process. From a different perspective, the injured party must be held accountable by the perpetrator, whether in civil or criminal law.

The uncertainty surrounding the legal responsibility of transportation companies in handling lost goods is a relevant issue requiring further research. Although regulations governing the



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transportation of goods exist, such as the Civil Code (KUHPerdata) and Law Number 22 of 2009 concerning Road Traffic and Transportation, their implementation often faces various obstacles. For example, not all consumers understand their rights, while on the other hand, transportation companies may have internal policies that are not fully compliant with applicable regulations. Therefore, this research is important to provide a deeper understanding of the responsibilities of transportation companies in the context of lost consumer goods.

Problem Formulation. Based on the above background, this study seeks to answer the following questions:

1. How is the company's liability regulated for the loss of consumer goods during transportation?
2. How is the implementation of liability for lost goods during transportation by transportation companies at PT Maharani Prema Sakti Denpasar?

METHODS

The type of research used in this study is empirical legal research, namely, research that examines law, not only as a passive norm, but also law and regulations in their implementation, or commonly called non-doctrinal or socio-legal research. It is based on the idea that this research examines the company's responsibility in the event of loss of consumer goods during transportation activities. According to Soerjono Soekanto, types of legal research are divided into 2 two types according to their objectives, namely normative legal research and empirical legal research (Soekanto, 2006). This type of empirical legal research is also called sociological legal research.

RESULT AND DISCUSSION

Legal Regulations on Corporate Liability for Loss of Consumer Goods During Transportation in Indonesia. The concept of a company can be viewed from both legal and non-legal perspectives. In everyday terms, many people define a company as an institution engaged in trade, such as a bakery, a cigarette company, and so on. Others define a company as an activity conducted solely for profit (Sancaya & Putra, 2021).

According to Molengraaft, who views the definition of a company from an economic perspective, it is an act that is carried out continuously to obtain income by trading or delivering goods or entering into commercial agreements. So there must be elements, namely continuous or uninterrupted (*regelmatig*), openly (*openlijk*), because it is related to a third party (*optreden naar buite*), in a certain quality (*in zikere kwaliteit*), because we are in the field of trading, handing over goods, entering into commercial agreements, must have the intention of making a profit (*winstoogmerk*) (Is, 2022)

Based on this definition, a company is a legal entity that carries out activities for a relatively long period of time with the intent and purpose of obtaining economic (commercial) profit (Sancaya & Putra, 2021). A company is a legal entity, which can take the form of a limited liability company (Perum), a limited liability company (Perum), a firm, a sole proprietorship, or a cooperative. The state can manage companies in the form of state-owned enterprises (BUMN) and regionally-owned enterprises (BUMD), or the private sector can manage them. Private companies can take the form of sole proprietorships, limited partnerships (Kamandit), limited partnerships (Kamandit), limited liability companies, or cooperatives. Private companies are profit-oriented, while state-managed companies are oriented toward public service and social welfare, although they do not neglect the goal of profit-making (Kamila & Haryanto, 2022).



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Law Number 22 of 2009 concerning Road Traffic and Transportation (UULLAJ) is a special regulation regarding land transportation that regulates public transportation that carries people and/or goods. H.M.N. Purwosutjipto stated that the carrier's obligation is to organize the transportation of goods from the loading point to the destination safely (Purwosutjipto, 2002).

Transporting goods is an important aspect of the supply chain and logistics, especially in the digital era, where e-commerce transactions are increasingly widespread. However, during the transportation process, it is not uncommon for goods to be lost or damaged, which is the responsibility of the transport company (Farkhan & Witasari, 2021).

In Indonesia, legal regulations regarding company liability for loss of consumer goods during transportation are regulated in various laws and regulations, including the Civil Code (KUHPdata), Law Number 8 of 1999 concerning Consumer Protection (UUPK), as well as sectoral regulations such as Law Number 22 of 2009 concerning Road Traffic and Transportation (UU LLAJ) and its derivative regulations (Sancaya & Putra, 2021).

The Civil Code serves as the primary basis for regulating the legal relationship between carriers (companies) and consumers. Article 1601 of the Civil Code states that carriers (in this case, shipping companies) are responsible for the goods they transport from the time they receive them until they are delivered to the recipient (Sancaya & Putra, 2021). If loss, damage, or delay occurs, the company can be held legally liable. This liability is strict in some circumstances, particularly if the loss occurs due to the carrier's negligence. However, companies can limit their liability through specific clauses in the agreement, provided the clauses do not conflict with applicable laws (Sancaya & Putra, 2021).

The responsibility of the shipping company for the delivery of goods is regulated in:

1. Article 1235 of the Civil Code, "An agreement to deliver something includes the obligation to deliver the goods in question and to care for them as the head of a household." In this case, the carrier must properly safeguard the goods delivered to him.
2. Article 1244 of the Civil Code, "The debtor must be punished by paying reimbursement of costs and interest if he cannot prove that the failure to fulfill the obligation or the delay in fulfilling the obligation was caused by an unforeseen event that cannot be accounted for by him, even if there was no bad faith on his part."

In land transportation, the carrier is generally not responsible for losses arising from:

- a) Force majeure;
- b) Defects in the goods themselves;
- c) Errors or negligence of the sender or forwarder;
- d) Delays in the arrival of goods at their destination due to force majeure (Article 92 of the Commercial Code). In this case, the delay means the goods are not damaged or destroyed.

The Consumer Protection Law (UUPK) provides stronger protection for consumers. Article 19 of the UUPK states that business actors (including shipping companies) are responsible for losses suffered by consumers due to negligence or errors in service. If goods are lost during shipping, consumers have the right to seek compensation (Nangin, 2017).

Furthermore, Article 28 of the Consumer Protection Law stipulates that standard contract clauses that are detrimental to consumers can be declared null and void. It means that if a company includes a clause that exempts them from liability for lost goods without a valid reason, the clause can be challenged in court.



For land transportation, the Traffic and Road Transport Law stipulates that public transportation companies are required to ensure that goods are transported. In the event of loss, consumers can file a claim through the insurance company or directly with the company (Nangin, 2017).

Article 193 Paragraph 1 states:

"Public Transportation Companies are responsible for losses suffered by the sender of goods due to the destruction, loss, or damage of goods resulting from the provision of transportation, unless it is proven that the destruction, loss, or damage of the goods was caused by an event that could not be prevented or avoided or the fault of the sender."

Article (2): Losses as referred to in paragraph (1) are calculated based on actual losses. Not included in the definition of actual losses are:

- a. Expected benefits
- b. Lack of comfort due to road conditions
- c. Costs for services already enjoyed.

Article (3): Responsibility as referred to in paragraph (1) begins from the time the goods are transported until they are delivered to the agreed destination.

Article (4): The public transportation company is not responsible if the loss is caused by the inclusion of information that does not comply with the goods bill of lading.

Article 194 of Law Number 22 of 2009 concerning Road Traffic and Transportation states:

Paragraph (1): Public transportation companies are not responsible for losses suffered by third parties, unless the third party can prove that the public transportation company's fault caused the loss.

Paragraph (2): The right to file an objection and request compensation for third parties to the public transportation company, as referred to in paragraph (1), must be submitted no later than 30 (thirty) days from the date the loss occurred.

Public transportation companies have a significant responsibility to ensure the safety and integrity of transported goods. According to legal provisions, transportation companies are obligated to be responsible for losses suffered by the sender if goods are destroyed, lost, or damaged during transportation. This responsibility is absolute, unless the company can prove that the damage or loss occurred due to force majeure (an event that could not be prevented or avoided) or due to the sender's own fault.

Implementation of Transportation Company Liability for Lost Goods During Shipping.

Freight transportation is a vital sector in the business supply chain, both locally and nationally. However, in practice, it is not uncommon for consumers to experience losses due to damaged, lost, or delayed shipments. To better understand the mechanisms of responsibility of transportation companies in handling these issues, a study by Ketut Arie Jaya et al., on the expedition company Indah Cargo Logistic, found that it offers insurance to protect shipments from the risk of damage or loss, thus minimizing losses by having a responsible party (Jaya et al., 2020). This type of loss insurance focuses on compensation in the form of goods. In an interview with Ade Maryanto, the Head of the Indah Cargo Logistic Denpasar Branch, the research team explained that each customer sending goods will be provided with two copies of the document, and a 100% reimbursement process is carried out according to the company's standard operating procedures. If problems such as damage or loss occur, customers must report the matter within 24 hours to the destination branch, which will then file a complaint with the originating branch. Minutes must be prepared involving



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the recipient and courier, then reported to the central remedial team, which determines the amount of compensation (Jaya et al., 2020).

The compensation mechanism is based on the appraised value of the goods, which is the estimated price of the goods supported by proof of purchase, such as a receipt or invoice. For example, if a refrigerator worth Rp 500,000 is damaged or lost, the company will replace an appraised value if the report supports it. However, if the customer rejects the packaging and the goods are damaged, the company is not responsible. Dispute resolution is usually conducted out of court because it is faster, cheaper, and prioritizes a win-win solution. This non-litigation route maintains good relations between the company and the customer and maintains trust for future collaboration (Jaya et al., 2020).

This study interviewed Budi Agung Berata Astawa, Supervisor of PT. Maharani Prema Sakti Denpasar. This interview focused on how the company fulfills its responsibility for lost goods (losses) experienced by consumers during the shipping process.

Regarding the Company's Liability Mechanism for Lost Consumer Goods, Agung stated that the company has provided instructions to consumers before receiving and shipping the goods. It includes information on packaging procedures, estimated delivery times, and potential risks during transit. Therefore, consumers are expected to understand the procedures to follow to minimize losses. However, if damage or loss still occurs, the company will process the claim based on the agreed-upon terms.

Agung explained that the company has a compensation procedure outlined in the invoice. It means that every delivery transaction is accompanied by an official document outlining the rights and obligations of both parties. If a problem arises, consumers can refer to the provisions stated in the invoice. The claims process is carried out with prior verification to ensure that the damage or loss was not caused by consumer negligence, such as substandard packaging.

Not all losses are the company's responsibility. Agung emphasized that if damage or loss of goods occurs due to packaging that does not comply with company regulations, his company cannot provide compensation. For example, if a customer sends fragile goods without adequate protection, the risk of damage falls on the sender. This information is communicated to the customer before shipping to avoid any future misunderstandings.

To minimize the risk of damage, the company implements an optimal cargo arrangement system within the truck. Heavier items are placed at the bottom, while lighter or more vulnerable items are placed on top with additional safety measures. Furthermore, drivers and logistics teams receive specialized training in handling various types of cargo to prevent errors during transportation.

Agung acknowledged that the company does not provide specific insurance for transported goods. The protection provided relies more on internal procedures, such as regular checks and careful handling. However, consumers seeking greater assurance are advised to insure their goods independently through a third party. If consumers experience a loss, they can file a claim within one week of receiving the goods. This deadline is set to ensure verification can be carried out as quickly as possible before physical evidence of damage or loss becomes difficult to locate. The claims process involves an internal review by the company's team before a decision on compensation is made.

The company has clear SOPs for handling goods, particularly regarding packaging. Packaging must meet certain standards, such as the use of sufficient protective materials and secure binding. If any deviations occur, the company reserves the right to reject claims for compensation. These SOPs also serve as guidelines for employees in ensuring the safe delivery of goods. Regarding risk



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minimization, Agung stated that employees and drivers receive training relevant to their fields, particularly regarding the organization of goods on trucks. They are also equipped with knowledge on handling sensitive goods, such as electronics or chemicals, to reduce the risk of damage during transportation.

The company has faced lawsuits for compensation, but these were resolved amicably. If an agreement cannot be reached, the settlement will be based on the terms and conditions stated in the invoice. According to Agung, a dialogue approach is prioritized to maintain good relationships with customers. Agung revealed that the company has not encountered significant obstacles in fulfilling its compensation obligations. It is because communication with consumers has been established from the outset, minimizing the risk of conflict.

The company always provides shipping details, including estimated delivery times and packaging requirements, before shipping. If any issues arise along the way, customers are promptly notified to help them find a solution together. The company adheres to applicable shipping regulations but also has additional internal policies to ensure better service. These are implemented through regularly updated Standard Operating Procedures (SOPs) and employee training. The rights and obligations of both parties are outlined in the invoice, which is signed before shipping. It ensures customers understand their respective risks and responsibilities. Regarding Limitations on Compensation, the Company implements a compensation policy in accordance with the rules outlined in the invoice. Notification is provided directly to customers when they are about to ship the goods.

Based on this interview, it can be concluded that PT. Maharani Prema Sakti Denpasar, represented by Budi Agung Berata Astawa, has a fairly clear mechanism for handling consumer losses. Although it does not provide insurance, the company will direct its customers to seek insurance. The company relies on strict SOPs, transparent communication, and amicable resolutions to ensure customer satisfaction. However, the need for improvements in insurance coverage may be a consideration for future service development.

If seen from the explanation above, the form of Responsibility means the obligation to provide an answer, which is an account of all things that occur and the obligation to provide compensation for losses that may be caused. When associated with transportation, the responsibility of the carrier is the willingness to pay compensation to passengers or senders, recipients and third parties arising from the implementation of transportation according to the law and the agreement between the company and consumers.

CONCLUSION

1. The responsibility of transportation companies for lost consumer goods is clearly stipulated in various laws and regulations, including the Civil Code (KUHPerdata), Law Number 8 of 1999 concerning Consumer Protection (UUPK), and Law Number 22 of 2009 concerning Road Traffic and Transportation (LLAJ Law). Based on Article 193 of the LLAJ Law, public transportation companies are responsible for losses suffered by the shipper due to goods being destroyed, lost, or damaged during transportation, unless it can be proven that this was caused by force majeure or the shipper's own fault.
2. Implementation of the responsibility of transportation companies for lost consumer goods at PT. Maharani Prema Sakti Denpasar, the company has fulfilled its legal and moral responsibility through the implementation of clear Standard Operating Procedures (SOPs) regarding the packaging, arrangement, and handling of goods. The accountability mechanism is implemented



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through a claims system based on official documents (invoices) with a verification process for the cause of loss or damage. The company prioritizes amicable or non-litigation dispute resolution to maintain good relationships with customers. Although it does not yet have in-house insurance, the company advises consumers to insure their goods through a third party.

Suggestions.

1. The government is expected to develop more detailed derivative regulations regarding the limits of liability for transportation companies and drivers, including dispute resolution mechanisms. It is crucial for creating legal certainty in the practice of providing transportation services in Indonesia.
2. It is recommended that PT. Maharani Prema Sakti Denpasar provides internal insurance or formal partnerships with insurance companies to provide more comprehensive protection against the risk of loss or damage to goods during transportation. This step can increase consumer confidence and enhance security in the company's services.

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