

Legal Standing and Liability of Grabfood Drivers Vis-À-Vis Consumers within Grabfood Services

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ABSTRACT

This study aims to determine the legal status of GrabFood drivers in the legal relationship between the application provider company, consumers, and business actors, as well as to analyze the legal responsibilities of GrabFood drivers towards consumers in the provision of GrabFood services. The research method used is normative legal research. The results of the study indicate that the legal status of GrabFood drivers in the provision of GrabFood services is as a working partner of the application provider company whose task is to carry out order delivery services from business actors to consumers. The legal relationship between drivers and the company is based on a partnership agreement, while the relationship between consumers and the application provider arises from an electronic agreement made through the GrabFood application. In carrying out the service, drivers have an obligation to carry out delivery tasks in accordance with operational standards set by the company and maintain the security and condition of orders until they are received by consumers. This study also shows that the legal responsibility of GrabFood drivers towards consumers can arise if the driver commits negligence or errors that result in losses for consumers, such as delivering the wrong order, losing the order, damaging food during the delivery process, or taking actions that are contrary to the terms of service.

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1. INTRODUCTION

Transportation has been an integral part of human life for many years, serving as a means to transport individuals and goods from one location to another. Along with the development of information technology, particularly with the emergence of the internet, the transportation sector has undergone a significant transformation. Online transportation companies utilize these advancements to develop more efficient business models, which are now known as online transportation.

Advancements in science and technology impact not only the economic sector but also affect transportation service providers. This change is frequently reflected in shifts in public tastes and lifestyles.

In the era of modernization, where practical and instant lifestyles are increasingly prioritized, the values of practicality, speed, and time efficiency become primary priorities. This encourages online transportation service providers to design products and services that align with the needs and desires of the public.

The existence of online transportation has become a solution to various public transportation concerns or problems. Through the appropriate use of technology, online motorcycle taxis (*ojek online*) serve as a safe solution. Through the integration of transportation services accompanied by the use of technology, convenience is brought to the public. The conveniences presented include ease of ordering, costs, location, as well as driver identification.

The emergence of various challenges in the transportation sector drives business actors to seek innovative solutions to existing problems. Transportation service providers must offer high-quality and innovative services to meet customer expectations, thereby enabling them to compete with other similar service providers. Technological developments, particularly in the field of transportation, contribute to increasingly rapid economic growth. Transportation companies, especially those operating online, continuously launch superior new products and services to attract customer interest (Soya Putri Mirena dan Imam Haryanto, 2024).

In an increasingly competitive business world, companies strive to maintain customer loyalty. However, this challenge is not easy, considering the rapid changes in customer preferences, intense competition, and dynamic market conditions. Therefore, online transportation companies need to formulate effective strategies to achieve sustainable growth in the number of users.

GrabFood, as one of the food delivery services launched by the Singapore-based online transportation company, Grab, serves as a concrete example of innovation in this sector. In a highly busy life, many individuals do not have the time to shop for food or beverages directly. GrabFood service is present as a solution, allowing consumers to order food and beverages easily without having to go to a restaurant (Gusti Ayu Anjali Putri Maharani dan Made Aditya Pramana Putra, 2025). Through the GrabFood application, users can view a list of food and beverages from cooperating merchants, place orders, and receive electronic invoices stating prices and delivery fees (Risma Dewi Hermawan dan Rina Arum Prastyanti, 2023). The existence of the Grab application provides ease of access for the community in obtaining transportation and delivery services. Online drivers cooperating with Grab play an important role in overcoming the limitations of public transportation and supporting goods delivery. This application offers a diverse selection of services, ranging from private transportation to food delivery, to meet user needs. This issue raises an urgency to clarify the existing legal relationships within the GrabFood service, so that the legal standing and liability of each party, including drivers and consumers, can be determined. With a clear understanding regarding legal standing and liability, it is expected that legal certainty can be established in GrabFood services for the public.

The development of the digital economic ecosystem has given rise to a new paradigm in the financial services industry and online transportation, while simultaneously generating complex legal issues. One of the contemporary issues that needs to be analyzed deeply is legal protection for the parties, specifically for drivers and consumers within application-based services. This legal protection is necessary to provide legal certainty and guarantee the existence of a dispute resolution mechanism in the event of losses. In this regard, legal protection is not only preventive but also repressive.

Specifically, in the context of the carriage of goods, if damage occurs, such as food falling due to the driver's negligence, a legal liability arises that must be fulfilled by the party concerned. This is closely related to the principle of liability in a contract of carriage, where the carrier is liable for the goods from the time they are received until they are delivered to the recipient. Consequently, legal protection becomes highly essential to guarantee a balance of rights and obligations between the driver and the consumer (Gunawan Arifin, Widyatmi Anandy, Manga Patila, 2022). Nevertheless, the implementation of legal protection for victims of fictitious orders, both drivers and consumers, remains suboptimal. This is evident from the many cases that remain unresolved fairly, the minimal compensation for drivers, and the weak protection for victims of fictitious orders. Therefore, a deeper study is required regarding the

forms of legal protection that can be provided, both preventively and repressively, to guarantee legal certainty, justice, and protection for all parties involved. Based on this description, it is crucial to further analyze how legal protection is structured for GrabFood drivers and consumers in application-based services.

2. METHODS

In this study, the author employs normative legal research. The normative legal research method is a form of legal writing that bases research on the characteristics of normative legal science conducted or aimed solely at written regulations or other legal materials (Saebani, 2024). In this study, the author uses a statute approach and a conceptual approach.

3. FINDINGS AND DISCUSSION

Within GrabFood services, the legal relationship between the driver and the consumer arises from an electronic agreement created when the consumer places a food order through the application and the driver accepts the order. At that moment, a legally valid agreement is formed, as regulated under Article 1320 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata / KUHPerdata*) concerning the legal requirements for the validity of an agreement, which reads: "The consent of the parties; The capacity of the parties; A specific object; A lawful cause". The legal standing of the driver in this case is as the party providing delivery services, whereas the consumer has the legal standing as the party receiving the services and is obligated to pay for the food costs along with the delivery fee in accordance with the provisions specified in the application. Although Grab, as the platform provider, plays a significant role in providing the system and regulating the service mechanism, the most tangible binding engagement still occurs between the driver and the consumer (Janner Damanik, 2022).

The legal liability of the driver in this relationship encompasses the obligation to deliver food according to the consumer's order, maintain the safety and suitability of the food during transit, and ensure that delivery is carried out in a timely manner according to the estimation provided by the application. The driver is also bound to comply with the service standards and terms stipulated by Grab. If the driver is negligent in executing their obligations, such as picking up the wrong order, causing damage to the food, or causing a delay that harms the consumer, the driver can be held legally liable. This liability may take the form of a breach of contract (*wanprestasi*) as regulated under Article 1243 of the Indonesian Civil Code, which states: "Compensation for costs, damages, and interest due to the non-fulfillment of an obligation begins to be mandatory if the debtor, despite having been declared in default, still neglects to fulfill the obligation, or if the item that must be given or the act that must be performed could only be given or performed past the specified timeframe". An example of driver negligence is food damage caused by the food falling, where the primary steps are honesty, communication, and reporting through the application to process a refund. There is a legal relationship that binds the parties when such an incident occurs. This legal relationship involves three main parties: Grab (Application Provider), Driver (Partner), and Customer (Consumer).

Legal Relationship of the Parties: Customer with Grab (Electronic Agreement) This relationship arises when the customer agrees to the terms and conditions of the application. Grab acts as the platform provider that facilitates transactions and delivery. The Driver with Grab has a partnership relationship, meaning the driver is not an employee of Grab, but rather an independent partner based on a partnership contract. The driver is responsible for the operational execution of the delivery in the field. The Customer with the Restaurant has a legal relationship of a contract of sale for food. In the case of food falling due to the driver's negligence, the restaurant is generally exempted from legal liability because the food was handed over in good condition (Donna Panta Br Sitepu, Aron Felix Robinhot Manurung, 2024). **Legal Basis of Violation** If food falls due to the driver's negligence, this issue can be categorized into the civil law aspect, namely a breach of contract (*wanprestasi*). Pursuant to

Article 1243 of the Indonesian Civil Code (KUHPer), there is a failure to fulfill the contractual obligation of delivering goods/food safely into the hands of the consumer.

Who is Legally Liable Although the relationship with the driver is a partnership, under consumer protection law, Grab as the e-commerce/service platform provider is obligated to facilitate compensation (in the form of a refund or re-ordering) to safeguard consumer rights. Internal Sanctions for Drivers Grab has the right to impose administrative sanctions on drivers in the form of deducting performance ratings, account suspension (*suspend*), up to termination of the partnership, in accordance with the agreed partnership agreement due to negligence in safeguarding the delivered goods. Therefore, the legal relationship between the driver and the consumer in GrabFood services is mutually dependent, mutually beneficial, and mutually binding. The legal standing and liability of each party must be understood in a balanced manner to establish legal certainty, justice, and legal protection for all parties involved (Suhaila Zulkifli, Jeremia Maruli Simbolon, 2023).

The development of information technology has given rise to a new method of conducting transactions. A concrete manifestation of this is the presence of the GrabFood application, which brings together consumers and drivers as the delivery service providers. Transactions that were previously conducted face-to-face have now shifted to electronic transactions, where the entire process of agreement occurs through the features within the application.

The legal relationship between the driver and the consumer is fundamentally an agreement. In Indonesian civil law, an agreement is born if four conditions are met as regulated in Article 1320 of the Indonesian Civil Code, namely the existence of consent, capacity, a specific object, and a lawful cause. These four elements are also present in GrabFood services. The explanation regarding the requirements for the validity of an agreement is detailed as follows:

a. Consent of the Parties

The first requirement for an agreement to be declared valid is the consent of the parties. This means there must be an approval or agreement between the parties making the contract. There must be no coercion or pressure; rather, the agreement must be based on one's own free will. This has also been reaffirmed in Article 1321 of the Indonesian Civil Code: "No agreement has binding force if it was given by mistake or obtained through coercion or fraud."

b. Capacity of the Parties

Regarding whether or not a person is legally competent, it is necessary to know who, according to the law, lacks capacity or lacks legal standing to enter into an agreement, as mentioned in Article 1330 of the Indonesian Civil Code, namely:

1. Minors;
2. Persons under conservatorship;
3. Married women in cases specified by law and, in general, all persons prohibited by law from making certain agreements. However, in its development, a wife can perform legal actions as regulated in the Supreme Court Circular Letter (SEMA) No. 3 of 1963 in conjunction with Article 31 of the Marriage Law.

c. A Specific Object

The meaning of a specific object in the requirements for an agreement to be declared valid is the object of the agreement, namely the performance (*prestasi*), for instance, giving something, doing something, or refraining from doing something as mentioned in Article 1243 of the Indonesian Civil Code. In short, performance is what constitutes the debtor's obligation and what constitutes the creditor's right in an agreement.

d. A Lawful Cause

The Indonesian Civil Code does not further explain what constitutes a lawful cause. What is regulated is an unlawful cause as mentioned in Article 1337 of the Indonesian Civil Code, which reads: "A cause is forbidden if it is prohibited by law, or if it is contrary to good morals or public order." This means that the agreement must not contradict the law, morality, or public order.

Although there is no physical encounter or signing of a contract on paper, the process is already considered a form of electronic contract. This complies with the provisions of Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), which emphasizes that agreements made electronically remain valid and bind the parties. Thus, it can be understood that every time a consumer orders food through GrabFood, a valid legal relationship is born between themselves and the driver at that very moment (Ery Charmelita Raska dan Susilo Wardani, 2024).

However, the construction of this legal relationship is not simple. There are not only two parties (driver and consumer), but there is also Grab as the platform provider. Grab provides the system, regulates the rules of the game, and determines the payment mechanism. This means that although the agreement directly occurs between the driver and the consumer, in reality, Grab also plays an important role as the party bridging and even binding both parties through a predetermined standard form contract.

The character of the contract in GrabFood services also differs from traditional agreements. This contract is "take it or leave it" or a contract of adhesion (standard form contract), where neither the consumer nor the driver has room to negotiate. All terms and conditions have been predetermined by Grab as the service provider. Consumers can only accept these terms by using the application, as can drivers who wish to join as partners. This entails legal consequences, namely the potential imbalance of legal standing among the driver, consumer, and Grab.

In GrabFood services, the legal relationship does not involve only two parties, but rather three parties with distinct legal standings: the consumer, the driver, and Grab as the platform provider. Each party has roles, rights, and obligations that form an interconnected system of legal relationships. The consumer in this context is an individual who uses the Grab application to order food. The legal standing of the consumer is based on Law Number 8 of 1999 concerning Consumer Protection (UUPK), which guarantees consumer rights to comfort, security, and safety in consuming goods or services. Consumers have the right to receive food according to their order, in a suitable condition, and on time. At the same time, consumers are also obligated to pay the food price and delivery fee in accordance with the agreement in the application (Asri Lasatu, Jubair, Insarullah, Nurhayati Mardin, 2022). The standing of the consumer can be said to be in a relatively weak position because all service terms and conditions have been predetermined by Grab as the platform provider. Drivers play a role as the party executing food delivery services from the merchant to the consumer. The legal standing of drivers often becomes a debate, whether they are workers or business partners (Yohanes, Lalu Wira Pria, 2021). Grab positions drivers as partners through a partnership agreement that is standard in nature (standard contract). This means drivers do not have the bargaining position to negotiate the contract terms, but can only accept or refuse to join. From a legal standpoint, drivers have a primary obligation to deliver food according to the consumer's order. Conversely, drivers are also entitled to remuneration in the form of delivery fees and incentives calculated based on Grab's policy. The position of drivers is also vulnerable because this partnership status places them outside formal labor law protection, making social security and labor protection frequently significant issues. Grab functions as an intermediary between the consumer and the driver. Grab does not directly provide the food, but provides the digital system that enables the transaction to occur. The legal standing of Grab is regulated under the UU ITE and Government Regulation No. 71 of 2019 concerning the Operation of Electronic Systems and Transactions (PSTE), which establishes the obligation of electronic system operators to operate services reliably, securely, and responsibly. Grab has the right to establish the terms and conditions for application use, but simultaneously bears the obligation to provide legal protection, both to consumers and partner drivers, when problems occur such as fictitious orders, delivery delays, or payment-related disputes (I Made Tegar Dewanta, Moch Choirul Rizal, 2023).

The construction of the legal relationship in GrabFood can be illustrated as a tripartite relationship involving PT Grab Teknologi Indonesia (Grab), the partner driver, and the consumer. The relationship between the driver and the consumer occurs through a civil contract for food delivery when the driver accepts the order on the application. The driver is obligated to purchase and deliver the food, while the

consumer is obligated to pay the food price along with the delivery fee. This relationship is vulnerable to the risk of breach of contract if the consumer unilaterally cancels the order after the food has been purchased. Furthermore, the relationship between the driver and Grab is legally classified as a partnership relationship, not an employment relationship (employer-employee). This relationship is bound through an electronic agreement that places both parties in an equal position, so that minimum wage provisions or formal labor rights do not apply. Grab acts as a digital platform provider that shares revenue with the driver, and provides a fraud reporting system to indemnify the driver's losses if a case of a fictitious order from a consumer occurs.

In the construction of the legal relationship of GrabFood services, the driver holds a primary role because they are at the forefront of dealing directly with consumers. The driver's legal liability arises from the electronic agreement created when the consumer places an order and the driver accepts the order through the application. This agreement is essentially a contract for delivery services (safekeeping services) as regulated under Article 1338 of the Indonesian Civil Code, which reads: "All agreements made in accordance with the law apply as law for those who made them. The agreement cannot be withdrawn other than by the consent of both parties, or for reasons specified by law. Agreements must be executed in good faith." Therefore, drivers are bound by certain legal obligations inherent to their position as service executors (Pienro Silalahi, 2025).

The legal obligations of drivers in performing their duties encompass several important aspects. First, drivers are obligated to deliver food in accordance with the consumer's order recorded in the application. If a driver is negligent, for example, by picking up a different menu or an incorrect quantity, it can be considered a breach of contract pursuant to Article 1243 of the Indonesian Civil Code, which reads: "Replacement of costs, damages, and interest due to the non-fulfillment of an obligation begins to be mandatory if the debtor, despite having been declared in default, still neglects to fulfill the obligation, or if the item that must be given or the act that must be performed could only be given or performed past the specified timeframe". Second, drivers are obligated to maintain the security and suitability of the goods during delivery. In this case, food that is temporarily under the control of the driver must remain intact, undamaged, unspilled, or not lost until it reaches the hands of the consumer. This is an embodiment of the principle of good faith as contained in Article 1338 paragraph (3) of the Indonesian Civil Code, which reads: "Agreements must be executed in good faith." The principle of good faith is a principle stating that the parties, namely the creditor and the debtor, must execute the substance of the contract based on trust or firm conviction or the good will of the parties. Third, drivers are also required to deliver orders on time, because unreasonable delays can cause losses to consumers and potentially give rise to legal liability. Fourth, drivers are bound by the provisions established by Grab as the platform provider, which include service standards, application usage, and procedures for complaint resolution.

The forms of a driver's legal liability can be categorized into several types. First, civil liability, which occurs when a driver's negligence causes losses to the consumer, thereby entitling the consumer to claim damages based on Article 1243 of the Indonesian Civil Code regarding breach of contract. Second, liability under consumer protection law as regulated in Law Number 8 of 1999 concerning Consumer Protection (UUPK), particularly Article 19 paragraph (1), which obligates business actors to provide compensation if the services received by consumers are inappropriate. Although formally Grab is more dominantly viewed as the business actor, drivers can still be held liable if proven negligent. Third, moral and social responsibility, where drivers are required to maintain consumer trust by providing the best service (Mushofi Nahar Mujahid dan Dipo Wahyoeono, 2026), because trust is vital capital in the continuity of technology-based legal relationships. However, a driver's liability is not absolute. There are certain conditions that limit their liability, such as losses arising from application system errors, merchant delays in preparing orders, or unavoidable traffic disruptions. In these situations, the burden of liability should be distributed proportionally among the driver, Grab as the platform provider, and the merchant as the provider of goods, so as not to impose an excessive burden on the driver who only acts as the executioner of delivery services.

Protection for consumers is legally supported; this is stated under Law No. 8 of 1999 concerning Consumer Protection (UUPK). Article 4 of the UUPK addresses the buyer's rights, namely: The right to be served properly and neutrally, as well as non-discriminatorily; The right to choose products and services and to receive those products or services in accordance with the exchange rate and the terms and conditions of the contract; The right to receive compensation, indemnification, if the products or services received do not comply with the contract. In addition to basic rights that must be protected, consumers need to have their awareness increased so that business actors do not commit fraudulent acts against consumers (Maulana Amin Tahir, Mohamad Safrin, 2025). Increasing the awareness of business actors regarding the value of consumer protection will encourage an honest and responsible approach to business behavior. The purpose of consumer protection is to instill a sense of security when fulfilling life's demands. This is because consumer protection efforts are not limited to preventive actions alone, but include sanctioning actions across all areas of consumer protection. Furthermore, GrabFood services provided by PT Grab must comply with Article 4 of Law No. 8 of 1999 in order to safeguard the rights of buyers.

Several problems that occur within the GrabFood service itself are, first, the price discrepancy of orders in the application. In this GrabFood service, there is a price that must be agreed upon and paid by the consumer when receiving their food and beverage orders. For example, a consumer has placed an order with a price of Rp30,000 (thirty thousand rupiahs), but as soon as the consumer receives the order, the price to be paid becomes Rp40,000 (forty thousand rupiahs). Thus, the existence of such price changes can harm consumers because they were not known and agreed upon by the consumers beforehand. If there is a price change at the restaurant, the driver must first confirm with the consumer regarding the price increase.

Second, regarding security and privacy, there are also security and privacy issues that need to be considered. Online transportation services, for instance Grab, are also deemed to potentially give rise to problems regarding personal data because they are vulnerable to the interception of user data, whereby users' daily routes can be tracked, particularly regarding personal data shared in the process of using the application, which includes addresses, numbers, and so forth. Irresponsible elements misuse such personal data, thereby harming consumers.

Third, the unsuitability of the quality of the ordered food, which relates to the cleanliness and hygiene of the food. Because if this is overlooked, it can harm consumers, where such food can lead to health problems and become unfit for consumption. The food business actor must be responsible for this matter because it stems purely from their fault, which should refer to the terms and conditions agreed upon at the beginning of the agreement with PT Grab. However, no less important is the role of PT Grab, which controls the quality of the partner party, namely the business actor, to maintain their food.

Fourth, damage to the condition of the ordered food. Consumers receiving imperfect or damaged goods, or consumers receiving goods in a suitable condition, indicates that the condition of the goods is a highly critical matter for consumers. If consumers receive defective or damaged goods, they will feel marginalized. The existence of errors when the order delivered by the driver to the consumer is not in good condition, such as being dirty or spilled with liquid, can occur due to the packaging process from the restaurant or during the transportation process carried out by a careless or unobservant driver.

Fifth, the fictitious orders referred to are the actions of irresponsible individuals who place food orders through the food delivery service application using fake names, cellphone numbers, and addresses. In this case, it is not only the driver who is harmed, but also the consumer as the homeowner whose residential address is listed in the order. This harms consumers because incidents are frequently found where the perpetrators of fictitious orders use the name of the address owner as the orderer, and order the food exactly to the address of the address owner's house, whereby the address owner is forced to pay for the food. Furthermore, such fictitious orders can be carried out multiple times on the same day.

One of the cases involved a Grab application user named Wilandini, who was bombarded with 11 fictitious GrabFood orders that arrived at her house with a total value reaching Rp2,800,000 (two million eight hundred thousand rupiahs). Wilandini initially paid for the first order out of pity. However, after many orders subsequently appeared, Wilandini immediately reported it to GrabFood for action to be taken. Nevertheless, due to convoluted procedures, Wilandini ultimately delayed and chose to upload the incident to social media. PT Grab must also take action to protect its consumers in terms of enhancing security. There is a liability on the part of PT Grab from that case, which includes an apology and the payment of compensation for costs incurred by the customer, as well as the deactivation of the irresponsible user account.

There is another example of a case, namely the fraud of GrabFood merchant partners. In January 2021, East Java was bustling regarding severe food poisoning due to reports on social media highlighting consumer complaints about the GrabFood food delivery service, which provided food that did not meet standards and was packed in unattractive packaging. In view of this, customers directly observed the restaurant's location and verified the fact that the restaurant was operated by a fraudster under the guise of several well-known restaurants and opened in locations that did not meet hygiene standards. The merchant partner was proven to have violated the code of ethics and failed to implement the rules agreed upon with Grab. And PT Grab took action by suspending the reported merchant partner and taking firm action against any merchant partner proven to have violated the code of ethics and failed to implement the rules agreed upon with Grab.

Looking at several of these problems, an operation involving multiple parties can also give rise to losses and liability. Therefore, an activity or legal relationship carried out will certainly cause legal liability; liability itself consists of several types, namely "responsibility" and "liability". Under "responsibility," liability itself means a moral attitude in executing obligations, whereas under "liability," liability is defined as accountability for a violation of one's obligations. Article 16 of Law No. 8 of 1999 concerning Consumer Protection states that business actors who offer products and services through orders are prohibited from failing to follow up and meet the agreed completion timeframe, and failing to honor agreements regarding services or results. This is similar to online food delivery services that have contracts between providers, where the terms of the contract are intended to ensure order and security in food delivery.

4. CONCLUSION

Legal standing and liability of GrabFood drivers vis-à-vis consumers within GrabFood services are based on a legally valid agreement. The legal standing of the driver in this case is as the party providing delivery services, whereas the consumer has the legal standing as the party receiving the services and is obligated to pay for the food costs along with the delivery fee in accordance with the provisions specified in the application. Meanwhile, the legal liability of the driver in this relationship encompasses the obligation to deliver food according to the consumer's order, maintain the safety and suitability of the food during transit, and ensure that delivery is carried out in a timely manner according to the estimation provided by the application. In the event of negligence, the driver can be held legally liable through the breach of contract mechanism. However, this liability is proportional in nature because a portion of the risk also lies with Grab as the platform provider and the merchant as the provider of goods.

For Grab as the platform provider, it is necessary to strengthen the application security system by implementing dual verification, fictitious order detection features, and providing clear compensation for drivers who become victims. Grab must also be more transparent in dispute resolution mechanisms to create effective legal protection. For GrabFood drivers, it is important to increase legal awareness regarding their rights and obligations within electronic agreements. Drivers also need to utilize the complaint mechanisms provided by the company when facing legal problems, as well as maintain professionalism in providing services to build trust from consumers.

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