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# Legal Protection for Consumers Who Suffer Losses Due to Damage to Electronic Goods by Land Expeditions

Bethsaidah Putri Sitorus[1], Budiman.N.P.D Sinaga[2*], Sovia Febrina Tamaulina Simamora[3]
Fakultas Hukum, Universitas HKBP Nommensen, Medan
**Corresponding Author:** Budiman.N.P.D Sinaga budiman.sinaga@uhn.ac.id

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A B S T R A C T

The legal responsibility of land shipping companies, such as Jalur Nugraha Ekakurir Limited Company, Citra Van Titipan Kilat Limited Company, and Indonesian Post Limited Company, for damage to electronic goods owned by consumers as well as the legal protection available to consumers who suffer losses are the main focus of this study. With the increase in e-commerce transactions, the role of expedition companies is increasingly important in ensuring the safety and integrity of the goods sent. Using a normative legal approach, this study analyzes the applicable norms and regulations, and identifies consumer rights based on Law Number 8 of 1999 on Consumer Protection. The results of the analysis show that expedition companies have an obligation to provide compensation for damages incurred during the delivery process, unless they can prove that the loss was caused by factors beyond their control. In addition, consumers have the right to resolve disputes through non-litigation and litigation channels. The resulting recommendations emphasize the need for increased awareness of expedition companies regarding their legal responsibilities and education for consumers about their rights in e-commerce transactions.

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## INTRODUCTION

The increasing population causes the intensity of human needs to also increase. Activities to fulfill human daily needs certainly require interaction with other people, one of which is through the buying and selling process. The buying and selling process is a series of activities where the seller and buyer exchange goods or services at an agreed value, usually in the form of money. This process is usually carried out directly between the seller and the buyer in the same place involving physical interaction between the two parties starting from the offer to payment and delivery of goods. However, along with the rapid development of the era, the field of Science and Technology has entered the lives of people who present the internet as an efficient communication tool and enable interaction across distance and time. The high use of technology, especially the internet in people's lives, of course, also has an impact on other aspects of life, one of which is in the fields of economics and trade. Currently, trade is mostly done online, seeing the high public interest in shopping online, online shopping applications have also emerged or can be called electronic commerce.

Electronic commerce or E-commerce is a term that refers to the process of buying, selling and exchanging goods, services, or information via the internet or computer network and transactions carried out on E-commerce are also carried out by transferring money digitally. The place of implementation of e-commerce refers to a virtual location where buying and selling transactions occur through a digital platform, such as a marketplace, e-commerce application, or seller's website. This place covers the entire transaction process, from offering goods or services, payment, to delivery of goods. It has become a necessity for people to use goods delivery or expedition services in carrying out their business activities or when they want to send something to a place. In the implementation of e-commerce, the important role of the expedition cannot be separated. Delivery of goods supported by expedition services has become an integral part of everyday life,

Transportation service providers for the transportation of products or goods and services are usually often called expedition companies. Expedition is an activity of sending goods or logistics from one location to another through various modes of transportation, such as Land Routes regulated in Law Number 22 of 2009 concerning Traffic and Road Transportation amended by Law Number 14 of 1992, Sea Routes regulated in Law Number 17 of 2008 concerning Shipping amended by Law Number 21 of 1992, Air Routes regulated in Law Number 1 of 2009 concerning Aviation amended by Law Number 15 of 1992, and Law Number 23 of 2007 concerning Railways amended by Law Number 13 of 1992. Delivery of goods by the sender to the recipient can be categorized as a transportation agreement. According to Article 1313 of the Civil Code hereinafter referred to as the Civil Code, an agreement is an act in which one or more people bind themselves to one or more people. The agreement between the consumer and the shipping company is an expedition agreement.

Definition of transportation according to H.M.N. Purwosutjipto is a reciprocal agreement made by the carrier and sender where the carrier is obliged to carry out transportation activities from the sender's place until arriving at the

desired destination intact according to the agreement and the sender is obliged to pay a certain amount of money that has been determined as transportation costs. The transportation of goods carried out by the expedition service must be able to guarantee the security of the goods sent by the service user so that they arrive at their destination in intact or same condition as when the goods were sent. Expedition companies are often negligent and cause damage to goods to be sent to consumers, so that consumers suffer losses due to the negligence of the expedition company's services. Consumers who experience losses have filed complaints with the expedition, but the expedition is often reluctant to respond to consumer complaints because they consider it not the responsibility of the expedition. The helplessness of consumers in dealing with these business actors is clearly detrimental to consumers. Based on the explanation of the discussion above, the formulation of the problem that can be raised as a discussion limit is how is the legal responsibility of land expedition company business actors for damage to consumer electronic goods and how is the legal protection for consumers who experience losses due to damage to electronic goods caused by the land expedition company?

## LITERATURE REVIEW

### 1. Consumer Overview

a. Definition of Consumer

A consumer is any individual or legal entity that purchases, uses, or utilizes goods and services for personal, family, or other people's needs, not for resale. This definition is in line with Law Number 8 of 1999 concerning Consumer Protection, which regulates the rights and obligations of consumers in transactions of goods and services. In everyday life, consumers act as end users of products produced by business actors, so they have the right to obtain legal protection for the goods and services they use.

b. Consumer Rights

The Consumer Protection Law provides various rights to consumers so that they are not harmed by business actors. These rights include: The right to comfort, security, and safety in consuming goods and/or services, The right to obtain correct, clear, and honest information regarding the goods and services offered, The right to choose goods and services according to their needs and desires, The right to have their opinions and complaints heard regarding the goods or services they use, The right to receive advocacy, protection, and fair dispute resolution, The right to guidance and education as a consumer to be smarter in making transactions, The right to be treated honestly and without discrimination by business actors, The right to obtain compensation if the goods or services received do not comply with the agreement or are damaged due to the negligence of the business actor.

These rights aim to ensure that consumers receive proper protection from unfair and detrimental business practices.

c. Consumer Obligations
In addition to having rights, consumers also have obligations that must be fulfilled in a transaction. Consumer obligations according to consumer protection law include: Reading and understanding information and instructions for using goods or services before using them to ensure safety and security, Having good intentions in conducting transactions and not intending to harm business actors, Paying for goods or services according to the agreed price, Following appropriate dispute resolution efforts if problems arise in the transaction.

**2. General Overview of Business Actors**

a. Definition of Business Actors
A business actor is any individual or business entity, whether in the form of a legal entity or not, that carries out business activities in various economic sectors. According to Article 1 Paragraph (3) of Law Number 8 of 1999 concerning Consumer Protection, business actors include companies, cooperatives, individuals, and other entities that produce, trade goods, or provide services to consumers. In the business world, business actors have an important role in providing products and services needed by the community. They can operate in various sectors, including trade, industry, services, transportation, expeditions, and e-commerce.

b. Rights and Obligations of Business Actors
Rights of Business Actors:
As a party running a business, business actors have certain rights, including: The right to determine the price of goods or services in accordance with market mechanisms and applicable regulations, The right to obtain legal protection for the business being run, including copyright and trademarks, The right to obtain certainty in doing business, including certainty of contracts with consumers, The right to receive payment in accordance with the agreement in transactions with consumers, The right to refuse to provide services to consumers who do not meet the requirements or violate the terms of the agreement.
Obligations of Business Actors:
In running a business, business actors also have obligations that must be fulfilled, including: Providing correct, clear, and honest information regarding the goods or services offered, Guaranteeing the quality, security, and safety of products or services sold to consumers, Not carrying out misleading business practices, such as fraud or coercion in transactions, Complying with regulations and standards applicable in a particular industry or business sector, Providing compensation or redress if the goods or services provided are detrimental to consumers.

c. Responsibilities of Business Actors
Business actors have legal responsibility for the goods and services they offer. Based on Article 19 of the Consumer Protection Act, the responsibilities of business actors include: Providing compensation for damage, loss, or defects in goods or services provided to consumers,

Providing after-sales services in accordance with the agreed agreement, Not including standard clauses that are detrimental to consumers in contracts or business agreements, Being responsible for negligence or errors in the delivery of goods or provision of services, Preventing fraudulent practices or actions that are detrimental to consumers, either directly or indirectly.

**3. General Overview of Agreements**

a. Definition of Agreement

An agreement is an agreement between two or more parties to create, change, or end a legal relationship. In Indonesian civil law, agreements are regulated in Article 1313 of the Civil Code, which states that: "An agreement is an act by which one or more persons bind themselves to one or more other persons." Agreements can be in written or oral form, but in certain cases, the law requires a written form for the validity of an agreement, such as in a land sale and purchase agreement or a credit agreement with a bank.

b. Valid Conditions for an Agreement

According to Article 1320 of the Civil Code, an agreement is considered valid if it meets the following four conditions:

1. Agreement of the Parties
   The parties involved in the agreement must agree voluntarily without any coercion, error, or fraud.
2. Capacity of the Parties
   The parties making the agreement must have legal capacity, namely being adults (21 years old or married) and not in a condition that prevents legal capacity (for example, people under guardianship).
3. A Specific Object
   The agreement must have a clear object, either in the form of goods, services, or rights.
4. A Lawful Cause
   The contents of the agreement must not be contrary to law, morality, or public order. For example, an agreement to carry out an illegal act is considered invalid.

   If one of the first two conditions (agreement and capacity) is not met, the agreement can be canceled. If the last two conditions (object and cause) are not met, the agreement is null and void.

c. Legal Consequences of an Agreement

If the agreement has met the valid requirements, it has the following legal consequences:

1. Binding Like a Law
   According to Article 1338 of the Civil Code, a valid agreement applies as a law for the parties who make it, so it must be obeyed.
2. Gives Rise to Rights and Obligations

The parties must exercise their rights and obligations according to the contents of the agreement. If one party is negligent, the other party can demand fulfillment of the agreement or compensation.

3. Can Be Canceled or Void by Law
   If the valid requirements of the agreement are not met, then the agreement can be canceled or considered never to have existed.
4. Termination of the Agreement
   The agreement can end for several reasons, such as: It has been fulfilled by the parties, One of the parties dies (for personal agreements), Canceled by the court, Force majeure occurs (compelling circumstances) which causes the agreement to be unable to be implemented.

## METHODOLOGY

In compiling this article using a research method with a normative legal approach also known as normative juridical research, focusing on the analysis of applicable legal norms and regulations. This method uses primary and secondary data with literature studies from legal documents, laws and regulations, and legal theories to explore legal issues. This approach involves various methods, including statutory, historical, comparative, and conceptual approaches, to understand and analyze the internal aspects of positive law.

## RESEARCH RESULT

### Legal Responsibility of Land Expedition Company Business Actors for Damage to Consumer Electronic Goods

In Law Number 22 of 2009 concerning Road Traffic and Transportation, transportation is defined as the movement of people and/or goods from one place to another using vehicles on traffic routes. What is meant by road traffic space is infrastructure designated for the movement of vehicles, people and/or goods in the form of roads and supporting facilities. In general and fundamentally, the relationship between expeditions and consumers is a continuous and ongoing relationship. This relationship occurs because both of them really want each other and have a fairly high level of dependence between one and the other. Expeditions really need and are very dependent on the support of consumers as customers. Without consumer support, it is impossible for expeditions to guarantee the continuity of their business. On the other hand, consumers are very dependent on expedition services in meeting their needs. Interdependence due to these needs can create a continuous and ongoing relationship throughout time. The relationship between consumers and expeditions occurs since an agreement is made. At the time of delivery of goods from the shipping company to the consumer, an agreement has been made indirectly.

A transportation agreement is an agreement in which one party undertakes to carry people or goods from one place to another safely. While the other party undertakes to pay the costs. The transportation agreement involves two parties, namely the carrier and the sender of the goods. The series of activities

is a series of legal acts and actions that do not have legal consequences and that have legal consequences for both all parties or only for certain parties.
Responsibility in law is the legal obligation of a person or certain party to bear the legal consequences of actions or omissions carried out, which can be in the form of an obligation to fulfill the agreement, repair losses, or accept sanctions in accordance with the provisions of applicable laws and regulations. Based on this understanding, it can be concluded that transportation responsibility includes moving, sending and/or loading goods and/or passengers transported from one place to the destination by making an agreement from the carrier and the service user to bind themselves to each other resulting in each other having rights and obligations.

In general, there are known principles of transportation liability in law, namely:

1. Presumption of Liability

   Article 468 of the Commercial Code states that according to the provisions of the transportation agreement, the Carrier in this principle will be considered responsible for losses suffered by service users or other parties arising from the transportation organized. The carrier will be released from the obligation to pay compensation if he can show his innocence. Here, the term "innocent" refers to the absence of negligence and efforts made to carry out transportation-related operations in accordance with existing laws or the fact that the circumstances causing the loss were unavoidable such as:

   a. Losses caused by a disaster that could not have been prevented or avoided or was beyond his control;
   b. He has taken all necessary measures to avoid the loss;
   c. Losses that arise through no fault of his;
   d. Losses caused by the negligence or error of the passenger himself or due to defects, nature or quality of the goods being transported.

2. Based on Fault

   This principle is the principle of responsibility based on fault as regulated in Article 1365 of the Civil Code which states "Every unlawful act that causes loss to another person, requires the person whose fault causes the loss, to compensate for the loss" or better known as an unlawful act (onrechtmatigedaad). Where it begins with the concept of "the carrier's obligation" to provide transportation to the destination "safely", which is the legal responsibility of the carrier. 15 If the provision of transportation is not safe and causes loss to passengers, senders/recipients of goods or third parties, then the carrier can be sued for the loss. This liability principle is applied in Law Number 22 of 2009 concerning Traffic and Road Transportation, and can be seen in the Law in Chapter XIV concerning Traffic Accidents, Part Three (Obligations and Responsibilities), Paragraph 1 (Obligations and Responsibilities of Drivers, Motor Vehicle Owners, and/or Transportation Companies) Article 234 paragraph (1).

3. Limitation of Liability

This principle is related to all existing principles of liability, both presumption of liability & based on fault. The limitation of liability in railway transportation is regulated in Law Number 23 of 2007 concerning Railways as the main legal basis governing responsibility and limitations of liability in railway transportation. Specifically in Article 28: Regulates the obligation of railway transportation organizers to provide compensation to passengers and owners of goods who suffer losses due to the negligence of the organizer. However, there are limitations in terms of the amount of compensation that can be given, and Article 30: States that railway transportation organizers are not responsible for losses that exceed the specified limits, unless the loss is caused by deliberate error or gross negligence. The limitations of liability in this principle are divided into two, namely breakable limits and unbreakable limits. Breakable limit means that it can be exceeded and is not absolute, where the compensation given by the carrier can still be paid in excess of the stated amount, namely in the case of losses caused by deliberate acts or gross negligence of the carrier. While unbreakable limit means it cannot be exceeded for any reason. So the responsibility of the carrier and the compensation to be paid must not exceed the stated amount.

In land expeditions, there are legal principles that serve as guidelines for expedition activities. The principle of responsibility in land expeditions is a legal principle that regulates the obligations of expedition companies to ensure the security, safety, and integrity of goods transported until they arrive at their destination in accordance with the agreement with consumers. This principle includes the responsibility of the carrier to provide compensation in the event of damage, loss, or delay of goods during the transportation process, but sometimes the Shipping Service Company (Expeditor) does not want to be responsible for certain reasons such as those contained in Article 19 of Law Number 8 of 1999 concerning Consumer Protection, namely: 1. Business Actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consumption of goods and/or services produced or traded; 2. Compensation as referred to in paragraph (1) may be in the form of a refund or replacement of goods and/or services of the same type or equivalent value, or health care and/or provision of compensation in accordance with the provisions of applicable laws and regulations; 3. Compensation is carried out within a period of 7 (seven) days after the transaction date; 4. The provision of compensation as referred to in paragraphs (1) and (2) does not eliminate the possibility of criminal charges based on further evidence regarding the existence of an element of error; 5. The provisions as referred to in paragraphs (1) and (2) do not apply if the business actor can prove that the error is the consumer's fault.

**Legal Protection for Consumers Who Experience Losses Due to Damage to Electronic Goods Caused by Land Shipping Companies**

Consumers often face the risk of loss in electronic transactions, especially related to the delivery of goods. In the case of damaged electronic goods, it is often caused by the error or negligence of the land shipping company. So that

effective legal protection is an important need for consumers. Legal protection for consumers who experience losses due to damage to electronic goods during delivery by the shipping company is regulated in Law Number 8 of 1999 concerning consumer protection. In making standard clauses, attention must be paid to ensuring that they are in accordance with the provisions of Article 18 of Law Number 8 of 1999 concerning Consumer Protection. According to Hadyan, standard clauses are made to maintain practicality and efficiency in making agreements. Consumer protection law was born to provide protection for the rights of consumers and business actors. Legal protection for consumers can be provided through regulations that emphasize the responsibilities of business actors, consumer rights and dispute resolution mechanisms.

Furthermore, in article 5 of Law of the Republic of Indonesia Number 8 of 1999, the obligations of consumers are: reading or following information instructions and procedures for the use and utilization of goods and/or services, for safety and security; Acting in good faith in making transactions to purchase goods and/or services; Paying according to the agreed exchange rate; Following efforts to resolve consumer protection disputes appropriately. If consumers feel that the quantity and quality of the goods or services they receive do not match the exchange rate they are given, they have the right to receive appropriate compensation, with an amount of compensation in accordance with applicable provisions or based on an agreement between the two parties. According to article 4 of Law of the Republic of Indonesia Number 8 of 1999, the rights of consumers are: The right to comfort, security and safety in consuming goods and/or services; The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised; The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services; The right to be heard and have complaints regarding the goods and/or services used; The right to receive advocacy, protection, and efforts to resolve consumer protection disputes appropriately; The right to receive consumer guidance and education; The right to be treated or served properly and honestly and without discrimination; The right to receive compensation, and/or replacement if the goods and/or services received do not comply with the agreement or are not as they should be; Rights regulated in other statutory provisions.

Violations committed by the shipping company or expedition company can be organized and resolved through the courts or outside the courts in accordance with the provisions stipulated in the consumer protection law and the transportation agreement that has been made before transportation. If a dispute arises, legal protection becomes the right and obligation given to consumers/customers, the case or dispute can be resolved in 2 (two) ways, namely:

1. Non-Litigation (Peace)
    a. Mediation
    b. Conciliation
    c. Arbitration
    d. Negotiation.

This dispute resolution is carried out without going through the court process, with the aim of achieving a quick, cheap, and peaceful solution. In cases of damage to electronic goods experienced by consumers, the legal option used to resolve the problem of damaged goods is by peaceful means in accordance with Article 1851 paragraph (1) of the Civil Code which reads "Peace is an agreement by which both parties by handing over, promising or holding an item, end a case that is pending or prevent the emergence of a case. This agreement is not valid, except if it is made in writing". Peaceful dispute resolution is usually carried out at the Dispute Resolution Agency regulated in Law Number 8 of 1999 concerning consumer protection.

2. Litigation

Dispute resolution through litigation is a dispute resolution path that provides binding legal certainty. Consumer dispute resolution is carried out through the courts, which involve formal law carried out in district courts or other authorized judicial bodies. If peaceful dispute resolution is unsuccessful, or one party refuses to take responsibility, then the consumer has the right to file a lawsuit in court in accordance with Article 45 paragraph (1): "Every consumer who is harmed can sue a business actor through an institution tasked with resolving disputes between consumers and business actors or through a court in the general court environment.", Article 46: "A lawsuit for violation of consumer rights can be filed by a consumer who is harmed. In the Civil Code it is also explained in Articles 1243-1244 that consumers can sue business actors for breach of contract, namely failure to fulfill obligations as stipulated in the agreement. And in Article 1365: Lawsuits can be filed on the basis of tort, if the business actor takes actions that harm consumers unlawfully.

Dispute resolution that can be taken is through non-litigation or out-of-court channels. Through non-litigation channels is not as complicated as through litigation channels, but if resolved through litigation channels can provide a deterrent effect to the shipping company, so that in the future the shipping company will no longer do the same thing and will minimize its negligence towards consumers. So to protect consumers who experience losses due to damage to electronic goods can be done by means of repressive legal protection, where this law provides sanctions against shipping companies related to losses suffered by consumers in accordance with Article 62 of the Consumer Protection Law, with the application of administrative sanctions, namely being subject to a fine of compensation according to the price of lost or damaged electronic goods.

## CONCLUSIONS AND RECOMMENDATIONS

This study shows that the legal responsibility of land expedition companies for damage to consumer electronic goods is very important to understand in the context of consumer protection. Based on Law Number 8 of 1999 concerning Consumer Protection, expedition companies are obliged to provide compensation for damage that occurs during the shipping process, unless they can prove that the loss was caused by factors beyond their control. This confirms that the relationship between consumers and expedition companies is based on

a mutually binding agreement, where both parties have rights and obligations that must be fulfilled. In addition, legal protection for consumers who experience losses due to damage to electronic goods can be done through non-litigation and litigation channels. Awareness of these rights is very important for consumers in e-commerce transactions, especially in the context of shipping goods. With clear regulations and effective dispute resolution mechanisms, it is hoped that consumers can be protected from losses caused by the negligence of expedition companies, as well as increase company awareness of their legal responsibilities in running a business.

## ADVANCED RESEARCH

Further research can explore the effectiveness of consumer protection mechanisms in resolving disputes with shipping companies, both through litigation and non-litigation, and compare them with protection systems in other countries. In addition, it is important to examine the role of the marketplace in ensuring the safety of goods during shipping, including the implementation of electronic shipping insurance as a solution to minimize consumer losses. The use of technologies such as blockchain and AI-based tracking systems can also be the focus of research to increase transparency and accountability in the logistics industry. With this approach, further research is expected to contribute to strengthening regulations and legal protection for consumers in e-commerce transactions and shipping services in Indonesia.

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