

Legal Uncertainty and Structural Injustice of Platform Workers: Reasserting the State's Responsibility in Legal Protection

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Abstract

The development of the platform economy in Indonesia has significantly transformed employment patterns, yet this transformation has not been accompanied by an adequate legal framework, resulting in legal uncertainty and structural injustice. This study aims to examine the structural roots of such uncertainty, analyse the problems in the relationship between platform companies and workers, and reaffirm the state's responsibility to ensure legal certainty. Adopting an empirical juridical method with doctrinal and non-doctrinal approaches, the study finds that legal uncertainty is driven by multidimensional factors. These include the failure to internalise justice principles in the protection of platform workers, regulatory framework that remain ad hoc, sectoral, and frequently changing, a political configuration influenced by market logic and capitalism, and a gap between the evolving practices of platform work and the existing legal framework. These conditions create ambiguity in worker status and reinforce structural injustice in employment relations. In this context, the state is required to perform a corrective function to address structural inequality by recognising worker status, providing protection that ensures legal certainty and effectiveness, and regulating the distribution of economic risks and benefits in a fair and proportional manner. This study proposes a conceptual framework based on three pillars—recognition, protection, and redistribution—as a foundation for adaptive and progressive legal reform, while also contributing theoretically and practically to the development of labour law in the digital era.

Keywords: *Ambiguity; Injustice; Legal certainty; Platform workers; Welfare state*

1. INTRODUCTION

In Indonesia, discourse on the platform economy has gained increasing prominence since the emergence of platform-based transportation services in 2015, which introduced a partnership model grounded in digital platforms and on-demand service delivery.¹ Companies such as Gojek, Grab, Maxim, and Shopee Food exemplify this transformation. Their presence has created

¹ Diatyka Widya Permata Yasih, "Normalizing and resisting the new precarity: A case study of the Indonesian gig economy." *Critical Sociology* 49, no. 863-847 : (2023) 5-4. <https://doi.org/10.1177/08969205221087130>

alternative employment opportunities amid the limited absorptive capacity of the formal labour sector's,² and platform-mediated work is often viewed as a potential mechanism for income support.³ Several studies, including those by Dieuaide⁴ and Burtch et al.,⁵ suggest that the platform economy can contribute to income generation and poverty reduction. More broadly, the rapid expansion of the platform economy has contributed to Indonesia's digital economic activity. In 2019, for instance, impact estimates suggested that Grab contributed approximately IDR 77.4 trillion to the national economy, while Gojek's contribution estimated at IDR 349 trillion to IDR 428 trillion, representing approximately 1.8 % to 2.2 % of Indonesia's gross domestic product.⁶

Despite its contribution to the creation of jobs and economic growth, the governance of platform work remains within a fragmented, sectoral legal framework, with a series of frequently changing policies.⁷ This fragmentation is reflected in a series of shifting transport regulations, from Ministerial Regulation No. 28 of 2015 to subsequent revisions and replacement, including Ministerial Regulation No. 32 of 2016, No. 26 of 2017, No. 108 of 2017, and further adjustments through Ministerial Regulation No. 118 of 2018 and No. 12 of 2019, as well as ministerial decrees on tariffs. This condition has resulted in substantial legal uncertainty, particularly in defining the employment status, rights, and obligations of platform workers. This uncertainty operates within the asymmetrical power relationship between platform companies and workers, thereby reinforcing patterns of structural injustice. In this context, legal uncertainty reflects not only the limitations of the existing regulatory framework but also the state's inadequate response to the transformation of digital work. Therefore, this article highlights the importance of reasserting the state's responsibility in regulating platform workers and the need for a coherent, integrated, and rights-based regulatory approach to ensure legal certainty and fair protection for platform workers in Indonesia.

Studies on platform worker protection in Indonesia have expanded in recent years, particularly in response to employment relations shaped by digitalisation and platform-based business models. Much of this research focuses on the political economy of platforms, highlighting how platform business designs create flexible yet asymmetrical employment relationships between companies and workers. Dananjaya, Undari and Halmadiningrat situate regulatory gaps within the political-economic dynamics of freelance platform work.⁸ Sauqi and Suparno highlight the legal vacuum in platform economy employment relationships and its impact on the physical, mental, and

² Suhartono Winoto, "Effect of online transportation on Open Unemployment and Employment Opportunities." In *Annual International Conference of Business and Public Administration (AICoBPA 2018)*, pp. 229-233. Atlantis Press, 2019. <https://doi.org/10.2991/aicobpa-18.2019.52>

³ Frank Hendrickx, "Platform work and beyond," *European Labour Law Journal* 14, no. 4 (2023): 465-473, <https://doi.org/10.1177/20319525231210744>.

⁴ Patrick Dieuaide and Christian Azaïs, "Platforms of Work, Labour, and Employment Relationship: The Grey Zones of a Digital Governance," *Frontiers in Sociology* 5, no. February (2020):2 <https://doi.org/10.3389/fsoc.2020.00002>.

⁵ Gordon Burtch, Seth Carnahan, and Brad N. Greenwood, "Can you gig it? An empirical examination of the gig economy and entrepreneurial activity," *Management Science* 64.12 (2018): 5497-5520. <https://doi.org/10.1287/mnsc.2017.2916>

⁶ Sevilla Ruhul Izza Kharisma Dewantika Saharani, Della Ardiani, dan Maria Lasma Franssisca. "Studi Literatur: Analisis Pengaruh Ragam Karakteristik Pekerja Ekonomi Gig terhadap Perekonomian Nasional." *Journal of Regional Economics and Development* 1, no. 3 (2024): 1-20. <https://doi.org/10.47134/jred.v1i3.337>.

⁷ Endah Pertiwi, S. H., M. Kn, Ujang Badru Jaman, MH SH, Muhammad Rizky Abdul Malik, MH SH, S. H. Zae-nal Abidin, and M. Kn. *Hukum dalam Bayangan Platform: Merekonstruksi Status dan Perlindungan Pekerja Ekonomi Gig di Indonesia*. Sukabumi: PT Arunika Aksa Karya, 2025.

⁸ Dananjaya, I. Komang, Ni Kadek Ayu Sri Undari, and I. Made Halmadiningrat. "Reformulasi Hubungan Kerja bagi Driver Online: Analisis Kekosongan Hukum untuk Mengkonstruksi Pekerjaan yang Layak." *Jurnal Yustika: Media Hukum Dan Keadilan* 26, no. 72-58 :(2023) 01. <https://doi.org/10.24123/yustika.v26i01.6140>

social well-being of freelance workers.⁹ Furthermore, Wulansari, Noormansyah, and Sujatmiko highlight the dynamics of partnership relationships within rapidly expanding collective work platforms, particularly in the online transportation sector. Their study demonstrates that the expansion of these partnership models, if not balanced by adequate regulation, may further intensify workers' vulnerability. They also underscore that state actions and policies contribute to the formation of this vulnerability.¹⁰

Previous studies have not fully integrated analytical frameworks that place the state as a central actor in shaping and addressing legal uncertainty. This leaves a conceptual gap for an approach that places state responsibility at the center of the legal certainty and worker protection. Therefore, this study addresses that gap through three analytical focuses. First, this study examines the structural roots underlying legal uncertainty in the governance of platform work in Indonesia using a multidimensional approach from philosophical, juridical, political, and sociological aspects. Second, this study examines how legal uncertainty in the platform economy not only creates ambiguity in workers' legal status but also systemically maintains asymmetrical power relations between platform companies and workers, thereby reinforcing vulnerabilities and reproducing structural injustices. Third, this study reasserts the state's responsibility as the main actor in building a consistent legal regime and guaranteeing legal certainty for platform workers.

This study adopts an empirical legal method, drawing on both doctrinal and non-doctrinal approaches.¹¹ The doctrinal approach is used to analyse the normative dimension (*law in books*), covering regulations, legal principles, doctrines, and legal issues related to online transportation. Meanwhile, the non-doctrinal approach is used to examine the empirical dimension (*law in action*) through the experiences and practices of online transportation drivers. The research object is online transportation services, which represent a prominent business model within Indonesia's platform economy ecosystem. The legal materials include laws and regulations related to online transportation, company-level policies and regulations, agreement documents, and relevant literature. Primary empirical data were obtained from online motorcycle taxi drivers. Legal materials were collected through document study and systematically analysed using an interpretive approach. Meanwhile, primary data was collected through interviews and questionnaires. Data analysis was conducted using an interactive model through the stages of data reduction, data presentation, and conclusion drawing.

2. ANALYSIS AND DISCUSSION

2.1. Legal Uncertainty of Platform Workers Regulations: A Multidimensional Analysis

Legal uncertainty refers to a condition in which legal norms are not formulated clearly or consistently and therefore fail to provide certainty regarding the rights and obligations

⁹ Azhari Sauqi, and Suparno Suparno. "The Legal Vacuum of Labor Protection for Freelancers in the Technology Sector." *Journal of Multidisciplinary Sustainability Asean* 1, no. 412-401 : (2024) 6. <https://www.journal.ypidathu.or.id/index.php/multidisciplinary/article/download/1828/1306>.

¹⁰ Anindya Dessi Wulansari, Reza Noormansyah, and Sujatmiko, "Mencari Peran Negara: Implikasi Kekosongan Regulasi Terhadap Hubungan Kemitraan Pada Platform Sisi Kerja Kerumunan (Crowdwork) di Indonesia Edisi: Kemitraan Semu Dalam Ekonomi Gig Di Indonesia," January (2024): 133–150, <https://www.researchgate.net/publication/376261824>.

¹¹ Theresia Anita Christiani, "Normative and empirical research methods: Their usefulness and relevance in the study of law as an object." *Procedia-Social and Behavioral Sciences* 207-201 : (2016) 219. <https://doi.org/10.1016/j.sbspro.2016.05.006>

of legal subjects.¹² From a theoretical perspective, legal certainty is a fundamental element that ensures clarity of rules and prevents arbitrary actions.¹³ This principle requires laws to be sufficiently clear to enable legal subjects to regulate their conduct and to protect them from arbitrary exercise of power.¹⁴ In the context of platform workers in Indonesia, this principle has not been fully realized in the existing regulatory framework. Legal uncertainty in the regulation of platform workers should not be understood merely as a technical deficiency in regulatory drafting, but as a failure of law to realize the principle of legal certainty itself. This condition indicates a deeper, multidimensional problem rooted in philosophical, political-juridical, and sociological factors. The interrelationship among these factors creates a mutually reinforcing configuration that systematically sustains legal uncertainty, thereby requiring a comprehensive and integrated analysis of its root causes.

2.1.1. Philosophical aspects.

The absence of fair and equal recognition in the legal relationship between drivers and platform companies reflects a deeper philosophical problem underlying legal uncertainty. From Gustav Radbruch's theoretical perspective, law should be built on three fundamental values: justice, legal certainty, and utility.¹⁵ However, in practice, there is a structural imbalance in which utility—particularly economic efficiency and market flexibility—tends to dominate justice. This market-based paradigm encourages legal constructions that position platform workers as independent business actors, thereby neglecting their need for legal protection. This situation demonstrates that legal uncertainty is not simply a result of a lack of regulation, but rather a biased philosophical orientation that does not place justice as a primary principle.

More specifically, legal uncertainty also reflects the weak internalization of Pancasila as *rechtsidee* within the regulatory framework governing platform work. The second and fifth principles of Pancasila, which emphasize just and civilized humanity and social justice for all Indonesians, normatively mandate fair and equal protection for every citizen, including platform workers. However, the inconsistency between philosophical values and their implementation indicates a structural dissonance within the legal system. Thus, legal uncertainty in this sector reflects not only a normative vacuum but also a the legal system's failure to translate philosophical values—both those derived from legal theory and those embodied in Pancasila—into clear, consistent, and socially responsive norms.

2.1.2. Legal aspects

The development of online transportation regulations in Indonesia exhibits an unstable and reactive pattern that structurally contributes to legal uncertainty. This is reflected in a shift from the prohibition of online transportation under Ministerial Regulation No. 28 of 2015, to its subsequent formal recognition through a series of regulatory revisions. For example, Ministerial Regulation No. 32 of 2016 was revised by Regulation No. 26 of 2017, and later replaced by Regulation No. 108 of 2017. This

¹² Humberto Ávila, *Certainty in law*. Vol. 114. Switzerland: Springer Cham, 2016. <https://doi.org/10.1007/978-3-319-33407-3>

¹³ Robert Alexy, "Legal certainty and correctness." *Ratio Juris* 28, no. 451-441 : (2015) 4. <https://doi.org/10.1111/raju.12096>

¹⁴ Mark Fenwick, and Stefan Wrba. "The shifting meaning of legal certainty." In *Legal certainty in a contemporary context: private and criminal law perspectives*, pp. 1-6. Singapore: Springer Singapore, 2016. https://doi.org/10.1007/978-981-10-0114-7_1

¹⁵ Martin Borowski, *Gustav Radbruch's Critique of Legal Positivism*. In: Spaak T, Mindus P, eds. *The Cambridge Companion to Legal Positivism*, Cambridge (Cambridge University Press, 2021. <https://doi.org/10.1017/9781108636377.027>

framework was subsequently revised through Ministerial Regulation No. 118 of 2018 and again through Ministerial Regulation No. 12 of 2019, which explicitly defined the legal relationship between drivers and platform companies as a “partnership.” These regulatory developments were further reinforced by a series of Ministerial Decrees, including decree No. 348 of 2019, No. KP 548 of 2020, No. KP 564 of 2022, and, No. KP 667 of 2022. This series of regulatory changes contradicts Fuller’s (1964) principle of legal certainty, specifically the principle that law must not be ad hoc, must maintain stability, and must not change frequently.¹⁶

Those above rapid and repeated regulatory changes suggest that policy response have been driven more by market pressures and short-term social dynamics than by coherent legal planning. This situation reinforces the argument that legal uncertainty is not simply a result of a lack of regulation, but rather a consequence of unstable regulatory design. On the other hand, the evolving regulations demonstrate a tendency toward regulatory fragmentation, where aspects of transportation are regulated technically and in detail, particularly regarding fares, operational standards, and safety, while the employment dimension remains a gray area. From the perspective of legal fragmentation theory, this condition reflects the development of sectorial regulatory regimes without sufficient coordination, resulting in overlapping and inconsistent norms.¹⁷ As a result, there is no single, comprehensive, and coherent legal framework governing the relationship between platforms and workers.

2.1.3. Political aspects.

The political orientation of Indonesian labour policy increasingly reflects market logic, with labour flexibility often positioned as a key response to employment challenges and economic pressures. This stance significantly influences the legal protection afforded to platform workers, particularly online drivers. The platform economy, often associated with neoliberal labour-market logic, enable extraction of workers’ economic value while allowing regulatory flexibility that may weaken labour protection.¹⁸ The economic agenda of neoliberalism tends to reduce the protective role of the state in employment relations by framing legal protections as a hindrance on market flexibility.¹⁹

Sectoral and temporary regulations, including partnership “pseudo” arrangements in online transportation, reflect a political orientation that privileges flexibility over substantive labour protection. Neoliberalism in policy-making creates a permissive environment for exploitative practices, where capital owners exert indirect control over workers by manipulating the ambiguity surrounding the concept of “partnership.” This ambiguity effectively legitimizes the inherent inequalities in these partnership arrangements, as the companies retain the exclusive authority to set rules and impose sanctions.

The Circular Letter of the Minister of Manpower of the Republic of Indonesia Number M/3/Hk.04.00/III/2025, concerning the recommendation to provide 2025 Religious Holiday Bonuses for drivers and couriers in application-based transportation services, reflects a political reality where the welfare of online motorcycle taxi drivers

¹⁶ Frederick Schauer, “Lon Fuller and the rule of law.” In *Routledge Handbook of the Rule of Law*, pp. 112-122. Routledge, 2024. <https://doi.org/10.4324/9781351237185-10>.

¹⁷ Anthony J. Colangelo, “A Systems Theory of Fragmentation and Harmonization.” *New York University Journal of International Law and Politics* 49 (2016): 1. https://scholar.smu.edu/law_faculty/181

¹⁸ Carl Hughes, and Alan Southern. “The world of work and the crisis of capitalism: Marx and the Fourth Industrial Revolution.” *Journal of Classical Sociology* 19, no. 71-59 : (2019) 1. <https://doi.org/10.1177/1468795X18810577>.

¹⁹ Chris Howell, “Rethinking the role of the state in employment relations for a neoliberal era.” *Ilr Review* 74, no. 3 (2021): 739-772. <https://doi.org/10.1177/0019793920904663>.

is ultimately left to the discretion of platform companies. Addressed to major platforms such as Go-Jek, Maxim, Grab, and Shopee Food, the Circular Letter merely suggests granting Religious Holiday Allowances as a gesture of goodwill and an embodiment of Pancasila values, rather than mandating legal protections or entitlements.²⁰

The use of the term “advice” for platform companies, and the replacement of “Religious Holiday Allowance” with “Religious Holiday Bonus,” reflect the state’s political choice to limit its intervention in platform employment relations. This choice effectively shifts the fulfillment of workers’ rights toward market mechanisms, while weakening the state’s responsibility to guarantee fair and adequate legal protection. Within this framework, legal uncertainty is not merely a normative issue, but rather a consequence of the configuration of power in the policy-making process, which tends to favour the interests of platform companies.

2.1.4. Sociological aspects.

Legal uncertainty in the governance of platform work stems from the gap between the dynamics of evolving social practices and the existing legal framework. The rapid growth of online drivers in Indonesia, driven by the increasing adoption of digital technology and limited access to the formal labour market, has given rise to new flexible, informal, and platform-based work patterns. This work model allows for broader access to economic opportunities, but at the same time places workers outside the scope of conventional labour law protections.

In practice, the narrative of flexibility inherent in the platform economy initially fostered a more accommodating perception among workers, with the employment relationship perceived as an equal partnership. However, as workers’ empirical experience with app-based tariff systems, incentives, and work mechanisms increased, a critical awareness emerged that questioned the fairness of these relationships. This was reflected in various collective actions demanding clarity on legal status, transparency, and protection from harmful practices,²¹ thereby, demonstrating the tension between the actual working conditions and the employment relationships constructed by platforms.

According to various media reports in 2024, thousands of online motorcycle taxi drivers conveyed several key demands. These demands included revising and expanding provisions on tariff formulas, strengthening government oversight of unfair application-based business practices, eliminating low delivery services rates, establishing standard tariffs, rejecting the imposition of promotional costs on drivers, and legalizing online motorcycle taxis through an inter-ministerial decree.²² Similar demands were voiced again on May 20, 2025. These included requests for strict sanctions on companies that violate the Decree of the Minister of Transportation Number 1001 of 2022 concerning fee-discounts limits, the establishment of a legal framework that protects drivers, a reduction in the maximum fee discount to 10 percent. Drivers also demand a revision of the tariff system, including the removal of discount schemes—such as *aceng*, *slot*, *hemat*, and *priority*—that drivers regard as detrimental to income. In addition, they called for the formulation of standard tariffs for delivery services through collaboration among

²⁰ Azas Tigor Nainggolan, “Menyimak THR Untuk Ojek Online,” 2025, <https://www.kompasiana.com>.

²¹ Sapto Adhi Alinda, Hardiantoro, Irawan, “Lima Tuntutan Demo Ojol Besar-Besaran hari ini, Apa saja?,” 2025, <https://www.kompas.com/tren/read/2025/05/20/070000465/5-tuntutan-demo-ojol-besar-besaran-hari-ini-apa-saja?page=all>.

²² Fauzi Ibrahim, “Seribuan Pengemudi Ojol Demo di Patung Kuda Keluhkan Tarif Tak Manusiawi hingga Tuntut Legalisasi,” diakses 24 Agustus 2024, <https://www.tempo.co/ekonomi>.

driver associations, regulators, application providers, and the Indonesian Consumers Foundation.²³

In this context, the law demonstrates its limitations in responding to rapid social change. The existing legal framework remains oriented toward conventional employment relationships and has not adequately accommodated platform work, which blurs the boundary between workers and business partners. This inconsistency creates a grey area in the legal framework, ultimately leading to legal uncertainty and reinforcing structural injustices in employment relations.

2.2. Legal Status Ambiguity and Structural Injustice in Platform-Based Employment Relations

Legal uncertainty in online transportation raises two interrelated issues: 1) ambiguity in drivers' legal status, and 2) structural injustice in the relationship between drivers and platforms. This uncertainty is not merely normative; it also shapes the legal relationships between the parties, producing unequal bargaining positions and reinforcing drivers' vulnerability.

2.2.1. The ambiguity of legal status in Legal Relations.

The ambiguity of drivers' legal status is a fundamental issue in platform-based employment relationships, arising from the inability of existing legal frameworks to accurately define the relationship between drivers and digital platforms. This situation reflects the tension between the formal construction that positions drivers as partners and the reality of that relationship in practice.

Article 15, paragraph (1) of Minister of Transportation Regulation Number 12 of 2019 explicitly states that the relationship between platform companies and drivers is a partnership, which assumes equal standing between the parties. Furthermore, Article 1, Number 13 of Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises defines partnership as a business cooperation relationship based on the principles of mutual need, mutual trust, mutual strengthening, and mutual benefit. These principles emphasize that a partnership requires balanced positions and reciprocal relations, rather than dominance of one party.

In platform-based transportation, the relationship among platform companies, drivers, and consumers forms a triangular configuration that is normatively constructed within a partnership framework.²⁴ However, this construction is not supported by sufficient legal clarity or adequate protection mechanism. In practice, the relationship between platforms and drivers demonstrates deviations from these partnership principles, where platforms hold a dominant position in regulating operational mechanisms, setting standards, and controlling market access through digital systems. This creates a power asymmetry that undermines the presumed equality of the partnerships. Thus, although formally categorised as partnerships, the relationships formed within the platform-based transportation ecosystem tend to reflect hierarchical patterns. This reveals a gap between normative construction and practical implementation, suggesting that partnership may function merely as a formal label rather than a substantively equal legal relationship.

²³ R.Nurul Fitriana Putri, "Tuntutan Demo Ojol," diakses 20 Mei 2025, <https://www.jawapos.com/bisnis/016030656/tuntutan-demo-ojol-20-mei-2025-minta-revisi-tarif-hingga-potong-biaya-aplikasi-sampai-10-persen>.

²⁴ Elfrida Ratnawati Gultom, and Meta Indah Budhianti. "Do Consumers of Online Transportation Services Get Legal Protection?." *Jambura Law Review* 4, no. 1 (2022): 89-103. <https://doi.org/10.33756/jlr.v4i1.11392>

Meanwhile, from a labour law perspective, determining the status of the relationship between online drivers and platform companies—such as Gojek, Grab, and Shopee Food may be assessed by examining the fulfilment of three main elements of an employment relationship, namely work, wages, and command.

First, the element of work. Online drivers perform tasks such as transporting passengers, delivering food, and handling goods—activities initiated through digital applications. However, this element is contested, because although customer requests initiate the work, platforms structure how orders are allocated, displayed, accepted, and completed. In this model, the platform presents itself as a digital marketplace connecting drivers (referred to as partners) with end users, although it also controls important aspects of work process through algorithmic systems. While drivers retain the right to accept or reject incoming orders, they do not possess the autonomy to select or curate which specific requests appear in the application—highlighting a limited degree of control over their work.

Second, the element of wages. According to Article 1, point (30) of Law Number 13 of 2003 on Manpower, wages refer to the entitlement of workers or laborers to receive monetary compensation from an employer, determined and paid based on an employment agreement, contract, or company regulations. This includes not only basic pay but also various allowances provided to workers and their families for services rendered or to be rendered. In the context of Go-Jek and Shopee Food, however, drivers do not receive wages in the traditional legal sense. Instead, they earn income through a profit-sharing model, whereby 80 % of the fare goes to the driver and 20 % to the platform company. This 20 % commission is automatically deducted from the driver's earnings once an order is completed. Because there is no direct or predetermined compensation governed by an employment agreement, this arrangement does not satisfy the legal definition of wages, thus rendering the wage element unfulfilled in the legal relationship between online drivers and platform companies.²⁵

Third, the element of command. In the context of online platforms, drivers do not execute direct instructions from the platform companies but rather respond to orders placed by customers through the application. As such, the traditional element of command—where an employer exercises authority over a worker—is not fully satisfied. Although drivers formally retain the discretion to accept or decline orders, this discretion may be constrained by algorithmic management, incentive structures, performance ratings, and potential account sanctions.

This analysis reveals that the legal relationship between drivers and platform companies does not constitute a standard employment relationship, as it fails to cumulatively fulfill the core elements of work, wages, and command.

Table 1. Differences between Work and Partnership Relationships

Components	Work Relationships	Partnership Relationships
Concept	The relationship between entrepreneurs and workers/laborers is based on a work agreement, which has the elements of work, wages, and commands	Cooperation in business relationships, both directly and indirectly, is based on the principles of mutual need, trust, strengthening, and benefit.

²⁵ “Informan 1 (Gojek Partners) , Informan 2 (Shopee Food Partners) Interviews, March 20, 2025.

Element	Work, Wages, and Commands	Orders, income,
Principles	Justice and equality in work treatment	Transparency, mutual need, trust, strengthening, and benefit.
Legal subjects	Entrepreneurs and Workers	Platform companies, driver partners, and merchants
Legal Status	Worker	Partners
Position of the Parties	Subordinate	Equal
Relationship Basics	Work Agreement	Partnership Agreement

Source: Law No. 13 of 2003 and Law No. 20 of 2008

Table 1 shows that the legal relationship between drivers and platform companies does not fall clearly within the employment relationship category, nor does it fully meet the criteria for a partnership. However, categorising this relationship as a partnership also raises issues. Although drivers are formally referred to as “partners,” in practice, they operate under the control of a digital system entirely managed by the platform company. This control is reflected in operational oversight resembling a managerial function, requiring drivers to meet certain conditions, such as maintaining working hours, (e.g., from 08:00 to 20:00) accumulating target points, and upholding performance metrics to earn incentives. Non-compliance with these requirements can result in reduced income or even termination of access to the platform. This situation suggests that relationships formally constructed as partnerships actually operate within a subordinative and asymmetrical relationship.

Dananjaya’s research shows that the legal relationship between online drivers and service providers is fundamentally misclassified when treated as a partnership. In practice, this relationship actually fulfils the elements of an employment relationship, namely work, wages, and command, although carried out through disguised mechanisms. On this basis, Dananjaya proposes the concept of dependent self-employment, namely a form of “disguised” employment relationship in which a person is formally registered as self-employed/partner but is in fact dependent on one main client/platform for income and work instructions.²⁶ Dependent self-employment is a hybrid relationship that falls neither entirely into employment nor partnership. This situation creates uncertainty about the drivers’ status and weakens the protection of their rights.

In line with Dananjaya’s findings, research by Hadiyati, Budiono, and Hanif shows that the partnership relationship between drivers and platform service providers does not fulfil the elements inherent in partnerships, namely equality, transparency, and mutual benefit. From an equality perspective, drivers as partners do not have an equal bargaining position with platform companies. In terms of transparency, companies do not provide adequate disclosure, for example, when making unilateral policy changes without negotiation or partner approval. Furthermore, the element of mutual benefit is not fulfilled because platform companies impose certain restrictions on order distribution, making it difficult for drivers to improve performance and earn bonuses. Drivers also do not have the freedom to refuse orders without consequence, as such actions

²⁶ Dananjaya, I. Komang, Ni Kadek Ayu Sri Undari, and I. Made Halmadiningrat. “Reformulasi Hubungan Kerja bagi Driver Online: Analisis Kekosongan Hukum untuk Mengkonstruksi Pekerjaan yang Layak.”

can result in penalties. The legal relationship in this context also does not fully fulfil the elements of an employment relationship, namely the existence of work, wages, and command. Hadiyati, Budiono, and Hanif classify the legal relationship between drivers and platform service providers as a subordinate partnership (*ondergeschikte maatschap*), a form of union between two or more parties in a subordinate relationship.²⁷ Consequently, if the relationship is categorized as a subordinate partnership, the applicable legal regime would fall under the provisions of the Civil Code.

In comparison, studies across multiple countries indicate an initial tendency to categorise platform workers as independent contractors, thereby excluding them from labour law protection. For example, Ayentimi Hossein and John's research in Africa,²⁸ Anwar and Mark's research in South Africa, Kenya, Nigeria, Ghana, and Uganda,²⁹ Mohapatra & Sahoo's research in India,³⁰ Alborno, M. B., & Chávez's research in Ecuador,³¹ and Leenoi and Mieruch & McFarlane's research in Thailand.³²

However, some jurisdictions have begun to shift their approach by adopting clearer criteria for classifying employment status on digital platforms. Several European countries, including Spain, France, Italy, the Netherlands, and the United Kingdom, define workers status based on substantive tests of subordination, economic dependence, and the degree of platform control towards fare determination, assignment algorithms, and performance evaluation mechanisms.³³ For example, in Spain, the High Court's ruling in *Riders x Derechos v. Glovo* (2020) categorized drivers as workers due to algorithmic control and integration within the company's organization.³⁴ A similar approach is also seen in the United Kingdom, with the Supreme Court's ruling in *Uber BV v. Aslam*, which affirmed the status of "worker" based on the company's level of control over fares and the employment relationship.³⁵ Furthermore, the European Union, through its Proposed Directive on Improving Working Conditions on Work Platforms, introduced an employment relationship criterion based on certain indicators of control by the platform.³⁶ These comparative experiences provide a useful reference for the Indonesian government in clarifying the boundary between partnerships and employment relationships, particularly given that existing regulatory constructions do not fully reflect the factual relationship between drivers and platform companies.

²⁷ Dian Hadiati, Abdul Rachmad Budiono, dan Hanif Nur Widhiyanti, "Legal Relationship Between Platform Service Providers and Online Transportation Driver as Gig Workers (Platform Workers)," *International Journal of Islamic Education, Research and Multiculturalism (IJIERM)* 5, no. 3 (2023): 751–71. <https://doi.org/10.47006/ijierm.v5i3.276>

²⁸ Desmond Tutu Ayentimi, , Hossein Ali Abadi, and John Burgess. "Decent gig work in Sub Sahara africa?." *Journal of Industrial Relations* 65, no. 125-112 : (2023) 1. <https://doi.org/00221856221111693/10.1177>

²⁹ Mohammad Amir Anwar and Mark Graham, "Between a rock and a hard place: Freedom, flexibility, precarity and vulnerability in the gig economy in Africa," *Competition & Change* 25, no. 2 (2021): 237–258. <https://doi.org/10.1177/1024529420914473>

³⁰ Bighnesh Dash Mohapatra and Chandan Kumar Sahoo, "Employee Relations in Gig & Platform Economy: Emergence of Legal Framework in India," *Indian Journal of Industrial Relations* 58, no. 4 (2023): 571.

³¹ María Belén Alborno and Henry Chávez, "The challenges of gig economy and Fairwork in Ecuador," *Digital Geography and Society* 6 (2024): 100073. <https://doi.org/10.1016/j.diggeo.2023.100073>

³² Yannik Mieruch and Daniel McFarlane, "Gig economy riders on social media in Thailand: Contested identities and emergent civil society organisations," *VOLUNTAS: International Journal of Voluntary and Nonprofit Organisations* 34, no. 6 (2023): 1232–42.

³³ Delphine Defosse, "The employment status of food delivery riders in Europe and the UK: Self-employed or worker?," *Maastricht Journal of European and Comparative Law* 29, no. 46-25 : (2022) 1. <https://doi.org/1023263/10.1177X211051833>

³⁴ Antonio Aloisi, "Platform work in Europe: Lessons learned, legal developments and challenges ahead," *European Labour Law Journal* 13.1 (2022): 4–29. <https://doi.org/10.1177/20319525211062557>

³⁵ Sandra Fredman, and Darcy Du Toit. "One small step towards decent work: Uber v Aslam in the Court of Appeal." *Industrial Law Journal* 48, no. 277-260 : (2019) 2. <https://doi.org/10.1093/indlaw/dwz011>

³⁶ Rofi Aulia Rahman, , József Hajdú, and Valentino Nathanael. 2024. "Digital Labour Platformer's Legal Status and Decent Working Conditions: European Union and Indonesian Perspectives". *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 7 (1):157-75. <https://doi.org/10.24090/volksgeist.v7i1.10366>.

2.2.2. Structural Injustice in the Legal Relationship.

Philosophically, unfairness arises when individuals or groups are denied equitable treatment or are not afforded what is due to them according to the principles of justice and truth.³⁷ Meanwhile, structural injustice is a condition in which social processes systematically place some groups in positions that are vulnerable to domination or limitations in developing their capacities, while other groups have greater opportunities to access and utilise them.³⁸ In online transportation services, structural injustice in the relationship between drivers and platform companies refers to inequalities that operate not only at the individual level but are also embedded in the system design, regulations, and operational mechanisms. This injustice is systemic because it arises from legal and economic structures that give platforms company a dominant position, while drivers remain subordinate position and lack adequate legal protection.³⁹ Structural injustice in this context is empirically manifested in various forms as follows.

a. Contractual imbalance.

Balance in contracts is a legal principle requiring equality of rights and obligations between the parties, so that neither party is disadvantaged or dominated by the other. This principle ensures a proportional exchange of obligations and benefits and is often used to limit freedom of contract to preserve fairness.⁴⁰ The structural injustice in the relationship between drivers and digital platforms is clearly reflected in the one-sided nature of the agreement mechanism. Agreements used by platforms such as Gojek, Grab, and others are structured as standard form contracts that leave drivers with no room for negotiation. The experiences of Gojek, Grab, and Shopee Food drivers show that registration is conducted online through form completion, documents upload, and finally acceptance of a code of ethics unilaterally determined by the platform company. If any required field is left blank, the platform system automatically disqualifies the applicant, leaving no opportunity for negotiation or individual consideration.⁴¹ In this situation, drivers are placed de facto in a “take it or leave it” position, where rejecting the agreement means losing access to a source of income.

Furthermore, the agreements tend to be complex, lengthy, and difficult for drivers to understand, thus substantively failing to meet the principles of transparency and openness. For example, the Shopee Food driver agreement spans 13 single-spaced pages, comprising 21 sections and approximately 6,393 words, including a code of conduct.⁴² Drivers must indicate their agreement by clicking a checkbox. Many drivers admitted they did not read the agreement in its entirety, citing its length and difficult-to-understand language.⁴³ Although the platform provides options such as “cancel,” “back,” or “next” suggesting freedom of choice, prospective drivers essentially have no meaningful alternative but to accept all terms to continue. The

³⁷ Lisa Bastian. “Conceptual injustice.” *The Journal of Ethics* 28, no. 286-263 : (2024) 2. <https://doi.org/10.1007/s4-09479-024-10892>

³⁸ Maeve McKeown. “Structural injustice.” *Philosophy Compass* 16, no. 7 (2021): e12757. <https://doi.org/10.1111/phc3.12757>

³⁹ Siti Mariyam, Yusuf Ibrahim Arowosaiye, Agus Wibowo, and Markus Suryoutomo. “Legal Uncertainty and Its Implications for Innovation and Equality in Ride-Hailing.” *Volksgeist: Jurnal Ilmu Hukum dan Konstitusi* 8, no. 1 (2025). <https://doi.org/10.24090/volksgeist.v8i1.13083>

⁴⁰ Ni Luh Made Mahendrawati, “The Principle of Balance to Realize Justice of the Parties in Standard Agreements for Business Format.” In *2nd International Conference on Business Law and Local Wisdom in Tourism (ICBLT 2021)*, pp. 361-365. Atlantis Press, 2021. <https://doi.org/10.2991/assehr.k.211203.080>

⁴¹ “Informan 3 (Gojek Partners), Informan 4 (Shopee Food Partners), Informan 5 (Grab Partners), interviews, January 3, 2025.”

⁴² “<https://www.shopeefood.co.id>,” n.d.

⁴³ “Informant 1 (Shopee Food partner), Informant 6 (Gojek partner), Informant 7 (Grab partner), interviews, February 10,” 2025.

apparent agreement masks the lack of bargaining power; as the so-called “partner” relationship remains heavily skewed in favor of the platform provider. Platform companies have the authority to unilaterally change terms of service and policies at any time, without adequate consent or notification to drivers.⁴⁴ Such changes automatically bind all partners, further emphasizing the inherent imbalance in the legal relationship between platforms and drivers.

b. Inadequate income.

Fairness in income includes several main components, namely decent income, timely payment, transparency of the remuneration system, and proportionally between workload and compensation.⁴⁵ In the context of platform workers, particularly drivers of app-based transportation and delivery services, these four components are not adequately met. This is due to an unbalanced legal structure in which platform companies exercise dominant control over tariff determination, work distribution, and incentive mechanisms.

Take the case of Gojek drivers: income is distributed on an 80:20 basis, where 80 % of the fare goes to the driver, and 20 % is automatically deducted by the company from the driver’s account after each completed transaction. These percentages, along with rate structures and bonus schemes, are subject to sudden change and vary across regions. Bonus incentives are offered based on performance, with daily tiers—such as a bonus of IDR 7,000 for 7 points, IDR 11,000 for 11 points, and IDR 15,000 for 19 points—yet the criteria and earnings potential are often elusive due to fluctuating demand.⁴⁶

For ShopeeFood drivers, the situation is slightly different. They earn income directly from delivery fees without using a revenue-sharing model. For example, a driver who completes 10 orders in a day can earn IDR 60,000 from the first six orders (at IDR 10,000 per order) and IDR 72,000 from the next four orders (at IDR 12,000 per order), for a total of around IDR 132,000. However, drivers often experience long periods without orders, making this income unstable and uncertain.⁴⁷

Meanwhile, through the GrabBike Hemat 2025 policy and the combined booking slot system on GrabFood, Grab drivers face the potential for significant revenue reductions. The GrabBike Hemat program requires customers to subscribe and offers tiered discounts, ranging from IDR 3,000 to IDR 20,000 depending on the number of trips. While positioned as a benefit for customers, in practice, this scheme often reduces drivers’ fares by around 30–40 %. Participation in the program is effectively difficult to avoid, as drivers who do not participate tend to receive fewer orders. Furthermore, all operational costs—such as fuel, data usage, and vehicle maintenance—are borne entirely by the driver. If the vehicle is damaged, the driver is also responsible for all repair costs.⁴⁸

Thus, inadequate income in platform-based work ecosystems is not merely a consequence of market dynamics, but also the result of an unequal legal relationship. This injustice is structural, rooted in the power imbalance between platform companies and drivers, reflected in unilateral control over fares, work distribution, and incentive mechanisms, without adequate economic protections.

c. Safety and Working Conditions.

⁴⁴ “PT. Grab Teknologi Indonesia, Ketentuan Layanan dan Kebijakan 7 April,” 2025.

⁴⁵ Kathleen Farrell, “Gig Working from the Perspective of FairWork Principles.” In *Humanistic Management in the Gig Economy: Dignity, Fairness and Care*, pp. 33-62. Cham: Springer Nature Switzerland, 2024. https://doi.org/10.1007/978-3-031-59944-6_3

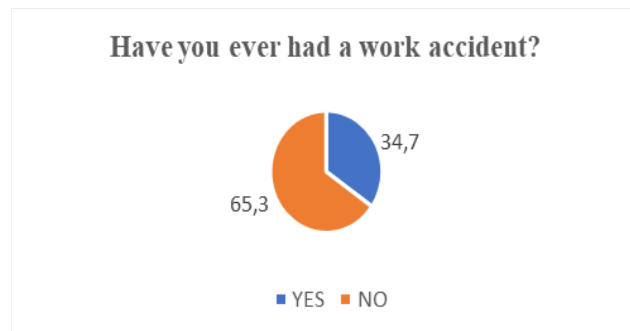
⁴⁶ “Informan 14, Interview, 21, January,” 2025.

⁴⁷ “Informan 6, 7 and 8 (Shopee Food Driver), interviews, February 10,” 2025.

⁴⁸ “Informan 10, 11 and 12 (Grab Driver), Interviews, April, 24, 2025.

Safe working conditions and environments encompass not only the physical workplace but also proactive measures to minimize risks and protect workers' safety and health.⁴⁹ In the context of platform-based work, these standards have not been adequately met. Companies such as Gojek, Grab, and ShopeeFood control work systems through algorithms and order distribution, yet they do not assume responsibility proportionate to the risks involved. Drivers face serious occupational risks, including traffic accidents and work-related stress, but responsibility for these risks is largely shifted to them without adequate protection.

Figure 1. Online Motorcycle Driver Work Accident



Source: Questionnaire, 2025

The data in Figure 1 were obtained through a questionnaire of 100 online motorcycle taxi drivers in Central Java. The data showed that 34.7 % of respondents reported having experienced a workplace accident, while 65.3 % reported experiencing health problems directly related to their work. These findings indicate significant occupational risks among platform workers and underscore the need to strengthen occupational health and safety protections within the platform-based work ecosystem.

d. Unlimited working hours.

Although drivers are formally considered to have flexibility in determining their working hours, in practice, they are encouraged to work long hours to achieve specific income targets or incentives. Companies like Gojek, Grab, and ShopeeFood manage order distribution and bonus schemes through algorithms, indirectly creating work patterns that require constant attendance. This situation is reflected in the drivers' empirical experiences, which show long and demanding work patterns, averaging around 10 hours per day and reaching 13 to 15 hours, or around 70 to 90 hours per week. This suggests that the flexibility offered is largely superficial and lacks the adequate protection in terms of working time limits. The frequently invoked narrative of flexibility—such as freedom to choose working hours, location, and income potential—tends to function as a rhetorical justification for shifting business risks to drivers.⁵⁰ Through this construction, companies can profit from the workforce without assuming the responsibilities traditionally inherent in an employment relationship.

e. Social security.

Under Indonesia's social security framework, online transportation drivers are generally classified as informal employment, placing access to social protection

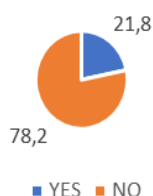
⁴⁹ Mark Graham, Jamie Woodcock, Richard Heeks, Paul Mungai, Jean-Paul Van Belle, Darcy du Toit, Sandra Fredman, Abigail Osiki, Anri van der Spuy, and Six M Silberman. "The Fairwork Foundation: Strategies for improving platform work in a global context." *Geoforum* 112 (2020): 100–103. <https://doi.org/10.1016/j.geoforum.2020.01.023>

⁵⁰ Nabiyla Risfa Izzati, "Ketidakseimbangan kewajiban para pihak dalam regulasi ojek online: Distorsi Logika Hubungan Kemitraan Ekonomi Gig," *Undang: Jurnal Hukum* 5, no. 2 (2022): 325–356. <https://doi.org/10.22437/ujh.5.2.325-356>

as an individual responsibility rather than an employer obligation.⁵¹ Although the *BPJS Ketenagakerjaan* program has been expanded, its implementation within platform ecosystems like Gojek and ShopeeFood demonstrates structural injustice. For example, Gojek drivers can register through a dedicated platform developed in collaboration with *BPJS Ketenagakerjaan*, with a monthly contribution of IDR 16,800 automatically deducted from the driver's digital balance. Meanwhile, ShopeeFood, in partnership with *TuguBro* Insurance, provides optional accident insurance with an annual premium of IDR 35,000.⁵² The self-contribution scheme and non-mandatory participation mean that the burden of social protection remains on driver. Consequently, participation remains uneven, as reflected in the large number of unregistered drivers, indicating structural inequality in access to social protection.

Figure 2. Social Security Participation

Are you a participant in the social security program?



Source: *Questionnaire, 2025*

Figure 2 reveals that only 21.8 % of online transportation drivers are enrolled in the Employment Social Security program, while a striking 78.2 % are not. This indicates that the vast majority is outside the protective coverage of the program.

f. Job continuity.

Structural injustice is also evident in the uncertainty of job continuity. Drivers can be subject to sanctions in the form of unilateral account deactivation based on a violation point system established by the platform. For example, Shopee Food imposes sanctions on drivers who violate its code of ethics, based on the number of penalty points accumulated.

Table 2. Points and Sanctions

Total Points	Sanctions
1-24 points	Warning
25-29 points	Account held for one hour
50-99 points	Account held for three days
100-149 points	Account held for seven days
> 150 point	Termination of Partnership Relationship

Source: *Shopee.co.id, 2025*

⁵¹ Rekson Silaban,, et al. "Eliminating the Gap of Labor and Social Protection for the Workers of Platform-Based Transportation." *Yustisia* 12.2 (2023): 185-201. <https://doi.org/10.20961/yustisia.v12i2.69344>

⁵² "<https://help.shopee.co.id>," n.d.

Table 2 outlines the penalty point system implemented by Shopee Food: under which sanctions range from warnings and temporary account hold to termination of the partnership relationship once drivers accumulate more than 150 points. Specifically, drivers who accumulate 25–49 points will have their accounts suspended for 1 day; those with 50–99 points face a 3-day suspension; 100–149 points result in a 7-day suspension; and upon reaching 150 points or more, the partnership is terminated following a 7-day account hold. These sanctions are imposed unilaterally by the Shopee Food company, without negotiation or recourse for the drivers.

In comparison, Gojek enforces three core violation categories that driver-partners must avoid: 1) security threats – Any actions that endanger the safety of the driver, fellow Gojek partners, customers, or the surrounding community; 2) Fraudulent Conduct – Any deceptive practices aimed at personal gain, including manipulating data or systems to the detriment of customers, other partners, or the company itself, and; 3) poor service – Any form of conduct that creates discomfort for customers, potentially leading to negative ratings for the driver.

These frameworks reflect strict enforcement mechanisms that often lack transparency and leave limited room for drivers to contest penalties or defend themselves.⁵³ The partnership agreement made by Gojek states that:

“If in the future there is a disagreement or dispute between Go-jek or the Karya Anak Bangsa Application (AKAB) with the Partner regarding the distribution of profits, the price set to be paid by the Consumer, or the promotional costs that can be charged to Go-jek during the promotional period, then this Agreement has the right to be terminated unilaterally by one of Go-jek or the Partner by sending a written notification to the other party via the Go-jek Application or other media”⁵⁴

The agreement places drivers at a disadvantage because Go-Jek does not provide a clear resolution mechanism for disputes over service rates. In practice, refusal to accept the terms may lead to unilateral termination of the contract. This places drivers in a vulnerable position, subject to unilateral dismissal at any time and without access to resolution mechanisms.

2.3. Reasserting the Welfare State’s Responsibility: Toward Legal Certainty for Platform Workers

Indonesia is a welfare state, as affirmed in the fourth paragraph of the Preamble to the 1945 Constitution of the Republic of Indonesia, which mandates the state’s active role in protecting all citizens and realising a just and equitable social order. Within this framework, the state’s responsibilities are not only normative but also operational, encompassing three main dimensions: respecting, protecting, and fulfilling citizens’ basic rights.⁵⁵ The obligation to respect requires the state to refrain from actions that interfere with citizens’ freedoms and interests. In contrast, the obligation to protect requires the state to take preventive measures against potential abuse by third parties, including private entities. The obligation to fulfil emphasises the state’s proactive role in ensuring that every citizen can access and enjoy their rights appropriately and equally.⁵⁶ These

⁵³ “<https://www.gojek.com>,” n.d.

⁵⁴ “Dokumen Perjanjian Kemitraan GO-JEK dengan Pengemudi,” n.d.

⁵⁵ Khudzaifah Dimiyati, Haedar Nashir, Elviandri Elviandri, Absori Absori, Kelik Wardiono, and Arief Budiono. “Indonesia as a legal welfare state: A prophetic-transcendental basis.” *Heliyon* 7, no. 2021) 8). [https://www.cell.com/heliyon/fulltext/S01968\(21\)8440-2405X](https://www.cell.com/heliyon/fulltext/S01968(21)8440-2405X)

⁵⁶ J. Donald Moon, *Responsibility, Rights, and Welfare: The theory of the welfare state*. (New York: Routledge, 2019).

three dimensions form the foundation for building governance that is just, inclusive, and oriented toward public welfare.

In response to the legal uncertainty and structural injustice experienced by platform workers, the state, within the framework, needs to be repositioned as the primary actor in building a consistent and adaptive legal regime. In this context, active state involvement gains strong legitimacy philosophically, juridically, economically, sociologically, and politically. Philosophically, the welfare state demands the distribution of justice that guarantees fair and decent working conditions. Juridically, the ambiguity of platform workers' legal status demonstrates the failure to provide certainty and effective protection. From an economic perspective, platform workers contribute significantly to the economy and provide alternative employment opportunities amid changing labour market dynamics. However, they also bear a disproportionate burden of risk. Sociologically, inequality in algorithmically controlled digital employment relations emphasizes the urgency of state intervention. Politically, the protection of platform workers forms part of the constitutional mandate that cannot be ignored, requiring the state to ensure the realization of social justice for platform workers. The state's responsibility cannot be limited merely to normative functions, but must be realized through corrective and transformative interventions that build substantive legal certainty and rebalance relations between platform companies and workers.

Within this framework, the state's responsibility to protect platform workers can be built on three interrelated pillars, recognition, regulation, and redistribution. These three pillars reflect the state's role not merely as a regulator, but also as an actor actively addressing legal uncertainty and structural injustice in platform-based employment relationships.

Recognition of legal status is the starting point that determines the overall direction of protection for platform workers. Therefore, the state must recognise that employment relationships within the platform economy cannot be reduced to the classic dichotomy between workers and independent contractors, including partnership relationships formally recognized and used by platform companies. Comparative experience shows that various countries have developed more adaptive classifications, such as the United Kingdom, with categorisations as workers,⁵⁷ Spain as employees,⁵⁸ and the Netherlands, which also leads to employee recognition based on a substantive test.⁵⁹ Meanwhile, Italy and Germany use the classifications of dependent self-employed workers,⁶⁰ These developments demonstrate a global shift from a formalistic approach toward one that more comprehensively assesses the reality of employment relationships. In the Indonesian context, the term "platform worker" needs to be developed as a separate legal category to bridge the gap between worker and partner, thereby allowing basic protections such as social security, minimum income standards, and protection against opaque algorithmic control practices without eliminating the distinct characteristics of the platform economy.

Recognition of legal status will be ineffective without being accompanied by regulations capable of translating that recognition into operational and enforceable

⁵⁷ Aloisi, "Platform work in Europe: Lessons learned, legal developments and challenges ahead."

⁵⁸ Waeyaert Willem, Karolien Lenaerts, and Dirk Gillis, "Spain: The 'Riders' Law", new regulation on digital platform work," *Policy case study*, no. May (2022): 114–33, <https://doi.org/10.2307/j.ctv2sjj0f5.13>.

⁵⁹ Logan Fontenot. "Federatie Nederlandse Vakbeweging v. Uber BV; The Court of Amsterdam Introduces the "Modern Employment Relationship"." *Tulane Journal of International and Comparative Law* 30, no. (2022) 2).

⁶⁰ Colin Williams, , and Frédéric Lapeyre. "Dependent self-employment: Trends, challenges and policy responses in the EU." *ILO Employment Working Paper* 228 (2017).

protection norms. From the perspective of responsive legal theory, as developed by Nonet and Selznick, the law must be able to respond to social realities through regulations that are adaptive, contextual, and oriented towards substantive justice.⁶¹ The failure of many legal regimes lies in their tendency to maintain a formal approach without substantive rights guarantees, resulting in symbolic protection that does not address unequal labour relations. This concept of protection must encompass three main dimensions: procedural protection, substantive protection, and institutional protection. Procedural protection encompasses the transparency and accountability of algorithms, including workers' rights to obtain explanations for automated decisions that affect access to work and income. Substantive protection includes guarantees of a decent income, protection against unilateral termination of employment, and restrictions on exploitative control practices. Meanwhile, institutional protection requires effective oversight, complaint handling, and law enforcement mechanisms to ensure platform compliance with established regulations. Through this framework, regulation is no longer positioned as a mere administrative instrument, but rather as a corrective and transformative tool to limit platform power and rebalance unequal labour relations in the digital economy.

The third pillar emphasises the importance of a fair redistribution of economic risks and benefits within the platform economy ecosystem. Within this framework, state responsibility is not merely normative but also functions as a corrective mechanism that actively ensures a more equitable and proportional distribution of economic risks and benefits. From Rawls's perspective, social justice requires that inequality be justified only to the extent that it provides the greatest benefit to the most disadvantaged groups (the difference principle) and ensures fair equality of opportunity.⁶² This principle is relevant because the structure of the digital economy tends to concentrate profits within platform companies, while risks—such as income fluctuations, lack of social security, and operational costs—are shifted to workers in a weak bargaining position. Therefore, the state is required not only to act as a regulator that sets the rules of the game, but also to perform a corrective function through policy design that reconfigures distribution more equitably. Distribution mechanisms can be operationalised by strengthening an adaptive social security system specifically designed for platform workers, with a shared contribution scheme among workers, platforms, and the state, including developing adaptive minimum-income protection to reduce income volatility.

This three-pillar framework can be implemented comprehensively through regulatory reforms, the enactment of specific regulations, and the strengthening the oversight and law enforcement system.

Regulatory reform is a systematic and planned effort to change, simplify, or improve the quality of laws and regulations in order to create more effective, efficient, and responsive laws.⁶³ Regulatory reform can be implemented by revising the Labour Law and the Job Creation Law to expand the scope of protection and adapt to the characteristics of platform-based employment relationships shaped by flexibility and algorithmic controls. Progressive and adaptive regulatory reform means that law cannot remain static but must respond to technological developments and the dynamics of the

⁶¹ Philippe Nonet, Philip Selznick, and Robert A. Kagan. *Law and society in transition: Toward responsive law*. New York: Routledge, 2017. ISBN 13: 978-0-7658-0642-0

⁶² John Rawls, *A theory of justice: Revised edition*. Cambridge, Harvard University Press, 2020.

⁶³ Ibnu Sina Chandranegara, and Muhammad Ali. "Policies on Regulatory Reform in Indonesia: Some Proposals." *Jurnal Media Hukum* (2020): 55-67. <https://doi.org/10.18196/jmh.20200142>

digital labour market.⁶⁴ Sectoral regulatory adjustments are also needed as a complement, for example, revising the Traffic and Road Transportation Law to accommodate the development of platform-based transportation services. This sectoral approach allows for the formulation of more contextual and technical norms tailored to the characteristics of each sector, without obscuring the need for general labour protection. Therefore, regulatory reform must be understood as an integrated effort, with updates to labour law serving as the primary foundation, while sectoral regulations serve as complementary instruments that strengthen the practical effectiveness of protection. In addition, special regulations, as *lex specialis*, are needed to govern employment relations in the platform economy, including worker status, social protection, income standards, and restrictions on algorithmic control. This overall framework must be supported by effective oversight and law enforcement system, including institutional strengthening, accessible complaint mechanisms, and supervision of algorithmic practices.

3. CONCLUSION

Legal uncertainty in the governance of the platform economy in Indonesia is not merely a normative issue, but is rooted in a complex and multidimensional structural condition. This condition gives rise to ambiguity in the legal status of platform workers, which not only erodes the effectiveness of protection but also systematically reproduces and legitimises the asymmetrical power relations between platform companies and workers. Within this framework, worker vulnerability is not simply a persistent condition but a manifestation of the structural injustice inherent in the platform economy's design. Therefore, the state's responsibility lies not only in its role as a norm-setter but also in its constitutional obligation to intervene appropriately to address these inequalities. The state is required to build a consistent, adaptive, and equitable legal regime through a three-pillar framework—recognition, protection, and redistribution—which includes affirming worker status, providing effective protection, and regulating the proportional distribution of economic risks and benefits. This framework serves as a foundation for reconstructing legal policy that is normatively coherent and effectively implemented, thereby justice and legal certainty in the governance of the platform economy, especially for its workers.

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⁶⁴ M. Zulfa Aulia, . "Hukum progresif dari Satjipto Rahardjo: Riwayat, urgensi, dan relevansi." *Undang: Jurnal Hukum* 1, no. 185-159 : (2018) 1. <https://doi.org/10.22437/ujh.185-1.1.159>

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