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Partnership or Employment? Positive Law Analysis of Grab and Maxim Online Motorcycle Taxi Agreements

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ABSTRACT

Online motorcycle taxi platforms in Indonesia describe their drivers as independent partners, yet that label determines whether labor law protections apply. Existing regulation addresses fares, fees, and platform conduct but does not test the partnership label against the elements of an employment relationship, and the unilateral drafting of partnership agreements raises further questions of fairness. This study examines how Indonesian positive law regulates the partnership agreements between these platforms and their drivers, with Grab and Maxim as the objects of analysis, and how the resulting work system should be assessed under the elements of an employment relationship and the applicable tariff regulation. It uses normative-doctrinal legal research with statute, conceptual, and case approaches and applies deductive analysis to legislation, a Constitutional Court decision, and the platforms' own terms. The agreements are regulated only indirectly, through the Civil Code, consumer protection rules as a fairness benchmark, and transport instruments on fares and fees. Both agreements are formally valid, but they reserve unilateral powers to amend terms, suspend access, and terminate that fall short of good faith and proportionality. Drivers perform the platforms' core work for platform-determined pay under significant control, so the relationship is in substance closer to employment than to partnership, and the observed starting fares appear to fall below the minimum fare limit. The study applies the control test and substance over form to algorithm-managed platform work and identifies regulatory gaps in classification, social security, tariff compliance, and dispute settlement.

Keywords: *Employment Relationship, Gig Economy, Labor Law, Maxim, Partnership Agreement*

INTRODUCTION

Motorcycle taxis operated through mobile applications (*ojek online*) have become part of everyday urban mobility in Indonesia. Platforms such as Grab and Maxim describe the people who drive for them as independent partners (*mitra*) and contract with them through partnership agreements. Maxim, a ride-hailing company of Russian origin, began operating in Indonesia in July 2018.[1] The label attached to this relationship matters because the protections of Indonesian labor law attach to an employment relationship (*hubungan kerja*), which Article 1(15) of Law Number 13 of 2003 on Manpower defines through three elements, namely work, wages, and orders. Recent Indonesian scholarship on minimum wages and job loss insurance shows that statutory protections reach workers unevenly because of limited enforcement and restrictive eligibility rules.[2][3] For drivers whose status is contested, the risk of falling outside those protections is therefore considerable.

The regulatory framework around these platforms leaves the classification question unresolved. In Decision Number 41/PUU-XVI/2018, the Constitutional Court rejected a petition concerning Article 138(3) of Law Number 22 of 2009 on Road Traffic and Transportation, which left motorcycle taxis outside the statutory category of public transportation. Ministerial rules then addressed safety and fares for motorcycles used for community purposes through applications, beginning with Minister of Transportation Regulation Number 12 of 2019 and Minister of Transportation Decree Number KM 348 of 2019. The tariff decree has since been replaced by Decree Number KP 564 of 2022 and revised further. Most recently, Presidential Regulation Number 27 of 2026 on the Protection of the Platform-Based Transportation Ecosystem retained the partnership model while requiring platform partnership agreements to be clear, fair, and transparent.[4] These instruments regulate fares, fees, and platform conduct, but they do not appear to test the partnership label against the elements of an employment relationship.

This gap becomes a legal problem once the partnership agreement itself is examined. Drivers accept the agreement by clicking an agreement button, and the platform drafts its terms unilaterally. That practice raises questions about standard-form clauses under Article 18 of Law Number 8 of 1999 on Consumer Protection,

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[1] CNN Indonesia, "Pengamat Sebut Ojol Maxim Belum Jadi Ancaman Gojek Dan Grab," CNN Indonesia, 2019, https://www.cnnindonesia.com/teknologi/20191224080253-185-459525/pengamat-sebut-ojol-maxim-belum-jadi-ancaman-gojek-dan-grab.

[2] Destin Desy Ansrida and Dr. Jonaedi Efendi, "State Responsibility in Safeguarding Workers Dismissed from Employment: A Study of Job Loss Insurance (JKP)," *Journal of Law Theory and Law Enforcement* 4, no. 2 (April 25, 2025): 66–89, https://doi.org/10.56943/jlte.v4i2.805.

[3] Rieski Soerya Soedjarwo and Dr Karim Karim, "Juridical Study of the Provision of Payment of Wages below the Minimum Wage by Employers to Workers," *Journal of Law Theory and Law Enforcement* 4, no. 2 (April 25, 2025): 33–46, https://doi.org/10.56943/jlte.v4i2.797.

[4] CNN Indonesia, "Perpres Ojol Terbit, Tegaskan Potongan 8% Dan Tarif Diatur Kemenhub," CNN Indonesia, 2026, https://www.cnnindonesia.com/otomotif/20261009100050-579-1413414/perpres-ojol-terbit-tegaskan-potongan-8-dan-tarif-diatur-kemenhub.

about the validity of consent under Articles 1320 and 1321 of the Civil Code, and about good faith under Article 1338 of the Civil Code. The practical differences between Grab and Maxim sharpen these questions. In the author's review, Maxim applicants need only submit an identity card (KTP), a vehicle registration certificate (STNK), a driver's license (SIM), and a photo of the motorcycle, whereas Grab applicants must also obtain a police clearance certificate (SKCK). The difference carries legal weight because onboarding is the stage at which consent is formed and at which the platform first controls who may work, a point that bears directly on the control test used to distinguish employment from independent contracting. Tariffs raise a comparable issue. In the author's observation, Grab fares start at about Rp9,000 and Maxim fares at about Rp4,000. Because tariff limits for motorcycle taxis are set by ministerial decree, the legal question is whether such starting fares comply with the applicable lower limits and minimum fares, and what that implies for the claim that drivers, as partners, determine the terms of their own work.

Previous studies have approached the partnership relationship from several angles. Adriaman and Irianto (2021) and Mardianto and Lie (2023) concentrate on Gojek, and the latter conclude that the arrangement is a partnership under an ordinary contract, so that drivers may fall outside labor law.[56] Amin and Faizal (2021) use Grab's acquisition of Uber as a case study and find that pay, order assignment, and working arrangements are not clearly specified.[7] Mahaputra et al. (2023) conclude that the amended labor law covers only relationships built on work contracts.[8] These studies largely take the partnership label as their starting point. The present article differs in three respects. It compares Grab and Maxim, and to the author's knowledge the latter has received little attention in legal scholarship. It tests the partnership label against the elements of Article 1(15) of the Manpower Law and against the doctrine of standard-form contracts. It also examines the tariff rules that the platforms must follow. The novelty therefore lies in treating classification, contract fairness, and tariff regulation as one connected legal problem.

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[5] Mahlil Adriaman and Kartika Dewi Irianto, "Implementasi Asas Perjanjian Kemitraan Antara Driver Ojek Online Dengan PT. Gojek Indonesia," *Pagaruyuang Law Journal* 4, no. 2 (February 23, 2021): 263–72, https://doi.org/10.31869/plj.v4i2.2560.

[6] Sebastian Edward Mardianto and Gunardi Lie, "Hubungan Hukum Kemitraan Antara Driver Gojek Dan PT. Gojek Indonesia Berdasarkan Peraturan Perundang-Undangan Di Indonesia," *JERUMI: Journal of Education Religion Humanities and Multidiciplinary* 1, no. 2 (December 1, 2023): 671–76, https://doi.org/10.57235/jerumi.v1i2.1469.

[7] Muhammad Amin and Bhismoadi Tri Wahyu Faizal, "Kedudukan Mitra Pengemudi Ojek Online Dalam Perjanjian Kemitraan (Studi Kasus Akuisisi Uber Oleh Grab)," *Al-Huquq: Journal of Indonesian Islamic Economic Law* 3, no. 1 (April 29, 2021): 1–13, https://doi.org/10.19105/alhuquq.v3i1.4315.

[8] IB. Gede Agustya Mahaputra, I Made Aditya Mantara Putra, and IA Cynthia Saisaria Mandasari, "Perlidungan Hukum Kemitraan Ojek Online Dengan Driver Pasca Diberlakukannya Undang-Undang Cipta Kerja," *KERTHA WICAKSANA* 17, no. 2 (July 5, 2023): 114–22, https://doi.org/10.22225/kw.17.2.2023.114-122.

Accordingly, this study addresses two questions. First, how does Indonesian positive law regulate the partnership agreement between online motorcycle taxi platforms and their drivers, with Grab and Maxim as the objects of analysis? Second, how should the work system built on that agreement be assessed under positive law, particularly in light of the elements of an employment relationship and the applicable tariff regulation? Using normative-doctrinal analysis of statutes, regulations, and the platforms' partnership agreements, the article contributes theoretically by applying the control test and the doctrine of substance over form to algorithm-managed platform work. Its practical contribution is to identify regulatory gaps that bear on social security coverage, tariff compliance, and the fairness of standard-form partnership agreements.

LITERATURE REVIEW

Positive Law and the Conceptual Framework of Employment Relationships

Positive law refers to the body of rules enacted by competent authorities and enforced as binding within a legal order, and it supplies the criteria for resolving disputes.[9] Kelsen's theory serves as the grand theory of this article. In Indonesian labor law, the central criterion is the employment relationship (*hubungan kerja*). Article 1(15) of Law Number 13 of 2003 on Manpower defines it as a relationship between an employer and a worker based on a work agreement, containing the elements of work, wages, and orders (*perintah*). Oey (2024) observes that the element of orders is the one most often used to deny worker status to online drivers, because drivers appear free to accept or decline orders, and he argues that this reading is too narrow.[10] Two comparative tests help apply this definition. The control test asks whether the putative employer directs how, when, and where work is done, and the integration test asks whether the work forms part of the organization's own business.[11] Both tests prioritize the reality of the relationship over its label, a principle known as substance over form.

The Civil Code offers two competing templates for the contract underlying this relationship. Article 1601a describes a work agreement in which a worker undertakes to perform work under the orders of another in return for wages, which corresponds closely to the elements in the Manpower Law. Article 1601b describes a contract for the execution of work (*pemborongan pekerjaan*), in which a contractor undertakes to complete a defined piece of work for another in return for an agreed payment. The partnership label places the driver closer to the second

[9] Hans Kelsen, *Pure Theory of Law* (Berkeley: University of California Press, 1967).
[10] Williams Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) Di Indonesia," *Veritas et Justitia* 10, no. 1 (June 29, 2024): 153–78, https://doi.org/10.25123/vej.v10i1.7722.
[11] Adrián Todolí-Signes, "The 'Gig Economy': Employee, Self-Employed or the Need for a Special Employment Regulation?," *Transfer: European Review of Labour and Research* 23, no. 2 (May 28, 2017): 193–205, https://doi.org/10.1177/1024258917701381.

template. The legal question is therefore whether drivers, who are paid per trip and whose conduct is shaped by ratings and penalties, fit a contract for a defined result or a work agreement performed under another's orders.

Gig Economy and the Debate on Dependent Contractors

The gig economy refers to work arranged through digital platforms that match workers with customers for discrete tasks, usually on the premise that workers are self-employed.[12] Grab and Maxim operate this model in Indonesia and present drivers as independent partners who choose when to work. Todolí-Signes (2017) questions this premise and argues that platform workers often sit between employee and self-employed status and discusses the case for a special regulatory category.[13] Indonesian law does not yet recognize such a category of dependent contractor, so drivers are treated as either workers or partners. This binary explains why recent Indonesian studies propose hybrid models that combine core protections with flexibility,[14] and why comparative work finds that Indonesian protection is less balanced than the approach emerging in the European Union.[15] Earlier Indonesian studies largely accepted the partnership label and concluded that labor law does not reach partnership relationships.[16]

Algorithmic Management and the Element of Orders

Whether algorithmic management amounts to orders is the most contested question here. Kellogg et al. (2020) show that organizations exercise control through algorithms by recommending, restricting, recording, rating, replacing, and rewarding workers.[17] Wood et al. (2019) similarly find that the flexibility of platform work coexists with algorithmic control that shapes how workers perform

[12] International Labour Organization, "World Employment and Social Outlook 2021: The Role of Digital Labour Platforms in Transforming the World of Work," 2021, https://www.ilo.org/publications/flagship-reports/role-digital-labour-platforms-transforming-world-work.

[13] Todolí-Signes, "The 'Gig Economy': Employee, Self-Employed or the Need for a Special Employment Regulation?"

[14] Muhyiddin Muhyiddin et al., "The Ambiguity of Employment Relationship in Indonesia's Gig Economy: A Study of Online Motorcycle Taxi Drivers," *Jurnal Ketenagakerjaan* 19, no. 3 (December 31, 2024): 262–80, https://doi.org/10.47198/jnaker.v19i3.416.

[15] Rofi Aulia Rahman, József Hajdú, and Valentino Nathanael, "Digital Labour Platformer's Legal Status and Decent Working Conditions: European Union and Indonesian Perspective," *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 7, no. 1 (June 25, 2024): 157–75, https://doi.org/10.24090/volksgeist.v7i1.10366.

[16] IB. Gede Agustya Mahaputra, I Made Aditya Mantara Putra, and IA Cynthia Saisaria Mandasari, "Perlidungan Hukum Kemitraan Ojek Online Dengan Driver Pasca Diberlakukannya Undang-Undang Cipta Kerja"; Mardianto and Lie, "Hubungan Hukum Kemitraan Antara Driver Gojek Dan PT. Gojek Indonesia Berdasarkan Peraturan Perundang-Undangan Di Indonesia."

[17] Katherine C. Kellogg, Melissa A. Valentine, and Angéle Christin, "Algorithms at Work: The New Contested Terrain of Control," *Academy of Management Annals* 14, no. 1 (January 2020): 366–410, https://doi.org/10.5465/annals.2018.0174.

their tasks.[18] Oey (2024) applies this reasoning to Indonesia and points to platform-set tariffs and targets, rating-based bonuses that discourage refusing orders, and algorithmic supervision as indicators of control comparable to that of an employer.[19] These findings suggest that formal freedom to log on and off does not exclude *perintah* when the platform steers conduct through incentives and sanctions.

Partnership Agreements as the Formal Expression of Control

The partnership agreement formalizes this relationship and has to be read, not assumed. For Maxim, the relevant document is its license agreement for partners (*Kesepakatan Lisensi*), which describes partners as independent economic entities (*entitas ekonomi mandiri*).[20] The same agreement allows Maxim to suspend a partner's access to the application for reasons it considers reasonable and to end the agreement at any time, including without prior notice when a partner fails to comply. [21] Service fees are determined by the parameters of each order and may vary by region, service type, and time, while the application fee is collected on Maxim's behalf. [22] Such unilaterally drafted terms are characteristic of a standard-form contract and raise the question of balance between the parties under the principle of good faith. Because the partnership classification excludes the minimum wage, health benefits, and social security that attach to a work agreement, the correctness of that classification becomes the decisive legal question.

RESEARCH METHODOLOGY

This study is normative-doctrinal legal research, which examines legal norms through the systematic reading, interpretation, and application of authoritative legal materials.[23] It does not rely on field data. The facts about onboarding requirements and starting fares that appear in the Introduction are treated as documentary secondary data, taken from the platforms' public partner documents and official announcements, and they serve as the factual premises to which legal norms are applied. The study is descriptive-analytical in nature, so it first sets out the applicable norms systematically and then evaluates the Grab and Maxim partnership arrangements against them.

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[18] Alex J Wood et al., "Good Gig, Bad Gig: Autonomy and Algorithmic Control in the Global Gig Economy," *Work, Employment and Society* 33, no. 1 (February 8, 2019): 56–75, https://doi.org/10.1177/0950017018785616.
[19] Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) Di Indonesia."
[20] Maxim, "Kesepakatan Lisensi," Maxim, 2026, https://legal.taximaxim.com/license-agreement/?country=ID&intl=id-ID.
[21] Maxim.
[22] Maxim.
[23] Terry Hutchinson and Nigel Duncan, "Defining and Describing What We Do: Doctrinal Legal Research," *Deakin Law Review* 17, no. 1 (October 1, 2012): 83, https://doi.org/10.21153/dlr2012vol17no1art70; P. M. Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2017).

Three approaches are used. The statute approach examines Law Number 13 of 2003 on Manpower as amended by Law Number 6 of 2023 on Job Creation, Articles 1320 to 1338, 1601a, and 1601b of the Civil Code, Law Number 8 of 1999 on Consumer Protection, Law Number 24 of 2011 on the Social Security Administering Bodies, Law Number 2 of 2004 on Industrial Relations Dispute Settlement, Law Number 22 of 2009 on Road Traffic and Transportation, Government Regulations Number 36 of 2021 and Number 51 of 2023 on wages, Government Regulations Number 44 of 2015, Number 82 of 2019, and Number 45 of 2015 on social security programs, Minister of Transportation Regulation Number 12 of 2019, Ministerial Decrees KM 348 of 2019 and KP 564 of 2022, and Presidential Regulation Number 27 of 2026. The conceptual approach draws on doctrines of employment relationship, the control and integration tests, substance over form, standard-form contracts, and good faith.[24] The case approach is limited to Constitutional Court Decision Number 41/PUU-XVI/2018, whose reasoning on the status of motorcycle taxis is analyzed as an authoritative interpretation of the regulatory framework.

Primary legal materials consist of these statutes and regulations, the Court decision, and the partnership documents themselves, namely Maxim's license agreement and Grab's terms of service for transport and delivery partners.[25] These documents count as primary materials because they contain the binding terms under examination. Secondary materials consist of peer-reviewed journal articles, books, and authoritative commentaries, with priority given to publications from 2021 to 2025 except for foundational theory. Theses and unpublished papers are excluded.

The analysis proceeds deductively. Legal norms form the major premise, the platforms' arrangements form the minor premise, and the conclusion follows from applying one to the other. Grammatical interpretation is used to read the elements of Article 1(15) of the Manpower Law, systematic interpretation to relate the Manpower Law, the Civil Code, and the transportation rules, and teleological interpretation to assess the protective purpose of labor law. The control and integration tests then determine whether the partnership label matches the reality of the relationship.

RESULT AND DISCUSSION

The Regulatory Position of Online Motorcycle Taxis

Decision Number 41/PUU-XVI/2018 is the starting point, but its reach is narrow. The Constitutional Court rejected the petition against Article 138(3) of

[24] Kelsen, *Pure Theory of Law*; Todolí-Signes, "The 'Gig Economy': Employee, Self-Employed or the Need for a Special Employment Regulation?"

[25] Maxim, "Kesepakatan Lisensi"; Grab, "Ketentuan Layanan Grab Indonesia: Transportasi, Pengiriman Dan Logistik," Grab, 2026, https://www.grab.com/id/terms-policies/transport-delivery-logistics/.

Law Number 22 of 2009, reasoning that motorcycles are already covered by the safety criteria in Article 47 of the same law and that Article 47(3) is meant to steer citizens toward safer road transport. The decision therefore leaves motorcycle taxis outside the statutory category of public transportation. It says nothing about the legal relationship between a platform and its drivers. That relationship is touched only by ministerial instruments, namely Minister of Transportation Regulation Number 12 of 2019 on safety, Decree KM 348 of 2019 and its successor KP 564 of 2022 on fares, and Presidential Regulation Number 27 of 2026, which retains the partnership model but requires agreements to be clear, fair, and transparent.[26] None of these instruments tests the partnership label against Article 1(15) of the Manpower Law, so the classification question must be answered under the Manpower Law and the Civil Code.

Taken together, the answer to the first research question is that Indonesian positive law regulates the partnership agreement only indirectly. The Civil Code governs its validity, Law Number 8 of 1999 supplies a benchmark of fairness for standard terms, and the transport instruments regulate fares and fees. Requirements for the content of the agreement appeared only with Presidential Regulation Number 27 of 2026, which requires it to cover rights and duties, fee structure, incentives, social security, and access to transaction data, and which gives drivers the right to an explanation of algorithmic systems and to a complaint mechanism.[27] Because platforms and drivers have six months to adjust their agreements, the terms examined below should be read against these new standards. The Ministry of Micro, Small and Medium Enterprises oversees these partnership agreements, while the Ministry of Transportation oversees fares and the platform fee.[28]

Validity of the Partnership Agreements and Standard-Form Clauses

A driver accepts the partnership agreement by tapping an agreement button, and the platform drafts the terms unilaterally. Maxim's license agreement, for instance, allows suspension of access for reasons the company considers reasonable and termination at any time, while service fees vary with the parameters of each order.[29] Under Article 1320 of the Civil Code, such an agreement is formally valid when the parties consent, have capacity, agree on a defined object, and rest on a lawful cause. Defects of consent under Articles 1321 to 1323 and 1328, namely mistake, duress, and fraud, are difficult to establish for an adult who clicks to accept. Capacity under Articles 1329 and 1330 is likewise

[26] CNN Indonesia, "Perpres Ojol Terbit, Tegaskan Potongan 8% Dan Tarif Diatur Kemenhub"; Hesti Puji Lestari, "Perpres Ojol Resmi Berlaku, Ini 7 Aturan Yang Perlu Diketahui," Harianjogja.com, 2026.
[27] Lestari, "Perpres Ojol Resmi Berlaku, Ini 7 Aturan Yang Perlu Diketahui."
[28] CNN Indonesia, "Perpres Ojol Terbit, Tegaskan Potongan 8% Dan Tarif Diatur Kemenhub"; Lestari, "Perpres Ojol Resmi Berlaku, Ini 7 Aturan Yang Perlu Diketahui."
[29] Maxim, "Kesepakatan Lisensi."

unaffected by a driver's limited legal knowledge, because adults are presumed capable. The real problem is therefore the imbalance of bargaining power, which doctrine addresses through the rules on standard-form contracts and good faith.[30]

Article 1338(1) of the Civil Code confirms that a valid agreement binds the parties, but it does not give a platform a right to dictate terms. Freedom of contract is limited by Article 1337 on prohibited causes and by the duty of good faith in Article 1338(3). Article 18 of Law Number 8 of 1999 prohibits clauses that, among other things, subject a party to new terms imposed unilaterally, and it renders such clauses void . A conceptual caveat applies, however. Article 1(2) defines a consumer as a user of goods or services not for trade, and a driver who uses the application to earn income is not a consumer of the platform. Article 18 therefore applies to drivers by analogy, as a benchmark of fairness, and not as a direct source of protection. The principle of proportionality supplies a closer fit. Maerani and Tamara (2024) find that Gojek's partnership agreements fail this principle because drivers take no part in setting terms and the contracts contain exoneration clauses.[31] Termination without notice and fees that vary by order, as in Maxim's agreement, raise the same concern.

Comparing the Partnership Terms of Grab and Maxim

Both platforms present drivers as independent. Grab's terms of service count ride-hailing drivers among its partners and state that partners will not be agents, employees, or staff of Grab and are independent third parties. Maxim describes its partners as independent economic entities.[32] Both also reserve extensive unilateral power. Grab may change its terms at any time and treats continued use as acceptance (clause 2.2), and drivers authorize Grab to set and display fares (clause 4.2.3). Maxim may end the agreement at any time and may suspend access for reasons it considers reasonable.[33] The grounds for suspension differ in form. Grab lists specific grounds such as inaccurate information, harassment reports, and six months of inactivity (clauses 4.1.14, 4.2.13, and 4.2.16), although it also permits suspension without notice (clause 10.2), whereas Maxim's ground is open-ended.

These clauses correspond to the kind of term that Article 18(1)(g) of Law Number 8 of 1999 targets, since continued use binds the driver to terms that the platform alone has changed. As discussed above, that provision applies to drivers by analogy, and a right to change terms at any time is difficult to reconcile with good faith and proportionality. The onboarding stage points the same way. Grab

[30] Sutan Remy Sjahdeini, *Kebebasan Berkontrak Dan Perlindungan Yang Seimbang Bagi Para Pihak Dalam Perjanjian Kredit Bank Di Indonesia* (Institut Bankir Indonesia, 1993).
[31] Alia Maerani and Nita Jepi Tamara, "Ojek Online Dengan Penyedia Aplikasi Gojek," *Jurnal Ilmiah Sultan Agung* 3, no. 13 (2024): 150–59, https://jurnal.unissula.ac.id/index.php/JIMU/en/article/view/36962/0?utm_source=chatgpt.com.
[32] Grab, "Ketentuan Layanan Grab Indonesia: Transportasi, Pengiriman Dan Logistik."
[33] Maxim, "Kesepakatan Lisensi."

requires an identity card, a driver's license, a vehicle registration certificate, a bank passbook, and a police clearance certificate, together with age and vehicle-age limits,[34] whereas Maxim requires only four documents. Both platforms therefore decide who may work, which is an indicator of control under the test applied next, and Grab screens more heavily. The comparison shows that the two agreements differ in how much they screen at entry, but they share the same structure of unilateral control.

Testing the Partnership Label against the Elements of an Employment Relationship

Article 1(15) of the Manpower Law requires work, wages, and orders. The first two are readily met. Drivers perform the transport service that constitutes the platforms' core business, which satisfies the integration test, and they receive per-trip payment determined by the platform.[35] The contested element is orders. Oey (2024) notes that this element is the one most often used to deny worker status, yet the evidence of control is substantial.[36] The platform sets fares and fees, allocates orders, rates drivers, and may suspend or terminate access without prior notice. Grab even ties eligibility for its social security contribution facility to driver tiers, which shows how performance steers conduct.[37] Kellogg et al. (2020) and Wood et al. (2019) show that such mechanisms control how work is performed even when workers can log on and off freely.[38] The counterarguments, namely freedom to choose working hours, ownership of the vehicle, and the option to decline orders, point to flexibility and some entrepreneurial risk. They do not show that the driver sets the price, selects customers, or negotiates terms, which are the marks of independent business.

This article therefore takes a clear position. The partnership label is not conclusive, and in substance the relationship satisfies work and wages and shows significant control that is arguably equivalent to orders. Studies that deny these elements rely largely on the partnership label itself.[39] The Civil Code points in the same direction. Article 1601b describes a contract for a defined result at an agreed price, performed independently. Ride-hailing is paid per trip, the price is

[34] Grab, "Grab Indonesia - Daftar Dokumen Dan Persyaratan Yang Harus Anda Lengkapi Untuk Jadi Mitra Grab. Cek Di Sini!," Grab, 2023, https://www.grab.com/id/en/blog/driver/grab-indonesia-daftar-dokumen-dan-persyaratan-yang-harus-anda-lengkapi-untuk-jadi-mitra-grab-cek-di-sini/.
[35] Todolí-Signes, "The 'Gig Economy': Employee, Self-Employed or the Need for a Special Employment Regulation?"
[36] Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) Di Indonesia."
[37] Grab, "Ketentuan Layanan Grab Indonesia: Transportasi, Pengiriman Dan Logistik."
[38] Kellogg, Valentine, and Christin, "Algorithms at Work: The New Contested Terrain of Control"; Wood et al., "Good Gig, Bad Gig: Autonomy and Algorithmic Control in the Global Gig Economy."
[39] IB. Gede Agustya Mahaputra, I Made Aditya Mantara Putra, and IA Cynthia Saisaria Mandasari, "Perlidungan Hukum Kemitraan Ojek Online Dengan Driver Pasca Diberlakukannya Undang-Undang Cipta Kerja"; Mardianto and Lie, "Hubungan Hukum Kemitraan Antara Driver Gojek Dan PT. Gojek Indonesia Berdasarkan Peraturan Perundang-Undangan Di Indonesia."

set by the platform, and conduct is supervised throughout through ratings and penalties, which fits Article 1601a, a work agreement under another's orders, more closely. ILO Recommendation No. 198 holds that the existence of an employment relationship is guided primarily by the facts of performance and remuneration, whatever label the parties use.[40] The UK Supreme Court applied the same logic in *Uber BV v Aslam* [2021] UKSC 5, disregarding the contractual label. In Indonesian doctrine, using a lawful form to avoid mandatory labor norms is known as legal smuggling (*penyelundupan hukum*).[41] That said, Indonesian law has no intermediate category of dependent contractor, and Presidential Regulation Number 27 of 2026 preserves the partnership model.[42] Formal classification will therefore stay with the partnership model until a court or the legislature decides otherwise, which is why the regulatory gap persists.

Consequences for Wages, Working Time, and Social Security

The classification matters because it triggers specific protections. If the relationship is one of employment, the minimum wage provisions of the Manpower Law as amended by Law Number 6 of 2023 (from Article 88C onward) and Government Regulation Number 36 of 2021 as amended by Government Regulation Number 51 of 2023 would apply, with provincial and conditional district minimum wages replacing the older regional minimum wage. Article 77, which limits working time to 40 hours per week, would apply in the same way. These provisions are invoked here only as consequences of reclassification, since a genuine partnership falls outside them. Whether drivers in fact work long hours to meet incentive targets requires empirical confirmation, although the incentive structures described by Oey (2024) make the concern plausible.[43]

Social security presents the clearest practical gap. Articles 99 to 101 of the Manpower Law and Article 14 of Law Number 24 of 2011 make social security participation a general duty. Drivers can already be enrolled with BPJS Ketenagakerjaan as non-wage workers for work accident and death coverage under Government Regulation Number 44 of 2015 as amended by Government Regulation Number 82 of 2019. The pension program under Government Regulation Number 45 of 2015 is built around wage-earner contributions and so

[40] International Labour Organization, "R198 - Employment Relationship Recommendation, 2006 (No. 198)," International Labour Organization (ILO), 2006, https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID:312535.

[41] United Kingdom Supreme Court, "Uber BV v Aslam [2021] UKSC 5," United Kingdom Supreme Court, 2021, https://www.bailii.org/uk/cases/UKSC/2021/5.html.

[42] Muhyiddin et al., "The Ambiguity of Employment Relationship in Indonesia's Gig Economy: A Study of Online Motorcycle Taxi Drivers"; Rahman, Hajdú, and Nathanael, "Digital Labour Platformer's Legal Status and Decent Working Conditions: European Union and Indonesian Perspective."

[43] Oey, "Misklasifikasi Hubungan Kerja Pengemudi Ojek Online (Platform Worker) Di Indonesia."

reaches drivers only if they count as wage earners. Grab finances non-wage contributions for eligible drivers, but the facility is voluntary, depends on tier, and expressly does not create an employment relationship.[44] Presidential Regulation Number 27 of 2026 now requires agreements to provide at least health, work accident, and death coverage, which narrows but does not close the gap.[45]

Dispute Settlement

Law Number 2 of 2004 covers disputes of rights, interests, termination, and disputes between unions, all of which presuppose a relationship between an employer and a worker. A driver whose access is terminated without notice therefore faces a jurisdictional problem. To reach the Industrial Relations Court, the driver must first establish the employment relationship, which is the very point in dispute. The alternatives are a civil action, such as for breach of contract, or the complaint service that the Presidential Regulation obliges platforms to operate, with a response due within seven days.[46]

Tariff Regulation and Fee Compliance

Tariffs offer the most concrete test of the platforms' claim that drivers, as partners, determine their own terms. KP 564 of 2022 replaced KM 348 of 2019 and set the minimum fare for Zone I, which covers Java outside Jakarta, Bogor, Depok, Tangerang, and Bekasi, at Rp9,250 to Rp11,500.[47] On these limits, the observed Grab starting fare of about Rp9,000 sits slightly below the lower bound, and the Maxim starting fare of about Rp4,000 is less than half of it. If these figures represent the minimum trip fare, both platforms appear not to comply, and Maxim's gap is substantial. Either way, fares are fixed by the platform and by ministerial limits, which supports the control analysis above. Commission is regulated as well. The ceiling that previously stood at 20% has been lowered to 8% under the Ministry's decree and Presidential Regulation Number 27 of 2026.[48] Maxim's fees that vary by order, region, service type, and time should be tested against this cap once the six-month adjustment period ends.[49]

CONCLUSION

This study asked how Indonesian positive law regulates the partnership agreements of online motorcycle taxi platforms and how the work system built on them should be assessed. On the first question, the agreements are regulated only

[44] Grab, "Ketentuan Layanan Grab Indonesia: Transportasi, Pengiriman Dan Logistik."
[45] Lestari, "Perpres Ojol Resmi Berlaku, Ini 7 Aturan Yang Perlu Diketahui."
[46] Lestari.
[47] Khadijah Shahnaz Fitra, "Tarif Ojol Naik, Ini Perbedaan Tarif Baru Dan Lama," Bisnis.com, 2022, https://ekonomi.bisnis.com/read/20220810/98/1565196/tarif-ojol-naik-ini-perbedaan-tarif-baru-dan-lama.
[48] CNN Indonesia, "Perpres Ojol Terbit, Tegaskan Potongan 8% Dan Tarif Diatur Kemenhub."
[49] Lestari, "Perpres Ojol Resmi Berlaku, Ini 7 Aturan Yang Perlu Diketahui."

indirectly. The Civil Code governs their validity, Law Number 8 of 1999 offers a benchmark of fairness for standard terms, and the transport instruments regulate fares and fees, while Presidential Regulation Number 27 of 2026 is the first instrument to prescribe the content of the agreement. The Grab and Maxim agreements are formally valid, but both reserve unilateral amendment, suspension, and termination powers that fall short of good faith and proportionality. On the second question, the partnership label does not withstand scrutiny. Drivers perform the platforms' core work for platform-determined pay and are subject to control through fares, order allocation, ratings, and suspension, so the relationship is in substance closer to an employment relationship than to a partnership, even though Indonesian law has no category of dependent contractor and the Presidential Regulation preserves the partnership model. The observed starting fares of both platforms also appear to fall below the Zone I minimum fare, a finding that remains to be confirmed against the current limits.

These findings reveal gaps in classification, social security, tariff compliance, and dispute settlement. This article therefore recommends that the Ministry of Manpower and the Ministry of Transportation issue implementing rules under the Presidential Regulation that apply the substance-over-form test to platform agreements. It further recommends that the Ministry of Manpower and BPJS Ketenagakerjaan require platforms to enroll drivers in work accident and death programs, and in the pension program once the relationship is recognized as employment. The Ministry of Micro, Small and Medium Enterprises, which oversees partnership agreements under the Presidential Regulation, should adopt a standard agreement subject to fairness review that bars unilateral amendment and termination without notice. The Ministry of Transportation should publish and enforce fare limits against both platforms, and the legislature should consider amending the Manpower Law to recognize an intermediate category of dependent contractor and to open an accessible forum for driver disputes.

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