



COMPANY LIABILITY FOR DEFAULT IN THE EVENT OF PACKAGES NOT ARRIVING AT THE ADDRESS BY COURIERS: A COMPILATION OF SHARIA ECONOMIC LAW PERSPECTIVE

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ABSTRACT

This study discusses the liability of shipping companies for default in the form of non-delivery of packages to the destination address from the perspective of the Compilation of Sharia Economic Law (KHES), with a case study in Sei Litur Tasik Village, Sawit Seberang District, Langkat Regency. The background of the study is the increasing consumer complaints against shipping services that do not fulfill their obligations according to the agreement. The purpose of the study is to analyze the factors causing delivery failure, the form of company liability, and its compliance with the provisions of KHES. The method used is qualitative with an empirical juridical approach, using primary data from interviews and observations as well as secondary data from document studies. The results of the study indicate that courier negligence, system errors, and weak internal supervision are the main causes of default. The form of accountability provided, such as shipping cost refunds or re-delivery, is not transparent and does not fully comply with the principles of the ijarah contract in KHES Chapter III Article 36, Article 38, and Chapter IV Article 85. This study emphasizes the importance of implementing sharia principles in the shipping service business to guarantee consumer rights, improve fairness, and strengthen public trust.

Keywords: Company Responsibility, Default, Package Delivery, Compilation Of Islamic Economic Law, Compensation

1. INTRODUCTION

The rapid growth of the e-commerce industry in Indonesia has driven an increase in the volume of goods delivered to various regions, including rural and remote areas. Courier services have become a vital element in the supply chain, ensuring that goods reach consumers on time and at the correct address. However, amidst this progress, numerous complaints have emerged regarding deliveries not

reaching their intended addresses, resulting in material and immaterial losses for consumers (Waruwu, 2024).

This phenomenon of default in delivery services also occurred in Sei Litur Tasik Village, Sawit Seberang District, Langkat Regency. The case involved a shipping company that failed to deliver packages to the address listed on the receipt, instead requiring consumers to pick them up at a specific location. This practice has raised objections and consumer distrust, and raised questions about the legal accountability that shipping companies should assume (Melinda, 2022).

Previous studies have examined the responsibilities of shipping companies from the perspective of civil law and consumer protection (Samer, 2021; Anggraeni & Rizal, 2019). However, research specifically examining defaults in shipping goods from the perspective of the Compilation of Sharia Economic Law (KHES). This is despite the fact that KHES, as a guideline for Sharia-based economic law, provides a normative basis for business actors' obligations to fulfill contracts and provide fair compensation in the event of violations (Religious Courts Agency, 2008).

This research is novel in integrating empirical legal analysis with KHES principles in a concrete case study in a rural area. This approach not only assesses compliance with positive regulations but also examines the alignment of expedition service business practices with Islamic values of justice, trustworthiness, and responsibility (Putri, 2021). Thus, this research can make a theoretical contribution to the development of Sharia economic law studies in the logistics sector and a practical contribution to improving the quality of expedition services.

The urgency of this research lies in the need for adequate legal protection for consumers and the enforcement of Sharia principles in the service business. This is crucial to prevent consumer losses, maintain public trust, and ensure fair and transparent transactions in the digital era (Quintarti, 2024).

Based on this background, this study aims to: (1) analyze package delivery practices and the factors causing mismatched destination addresses, (2) identify the form of company accountability for delivery failures, and (3) assess the compliance of this form of accountability with the provisions of the KHES.

2. RESEARCH METHOD

This research uses a qualitative approach with a case study design to explore in-depth the accountability practices of shipping companies for defaults in shipping goods in Sei Litur Tasik Village, Sawit Seberang District, Langkat Regency. This approach was chosen because it allows researchers to understand the phenomenon contextually, linking field realities with the normative provisions in the Compilation of Sharia Economic Law (KHES) (Creswell & Poth, 2018).

The type of research used is empirical juridical, namely examining the application of applicable law to the facts found in the field. This approach combines normative analysis of KHES articles with empirical data obtained from relevant actors, resulting in a comprehensive picture of compliance with and violations of Sharia legal principles in shipping practices (Soekanto, 2019).

The research data consists of primary and secondary data. Primary data was obtained through in-depth interviews with couriers, representatives of shipping companies (J&T and Shopee Express), consumers who experienced defaults, and experts in Sharia economic law. Secondary data was obtained through document review, including laws and regulations, KHES (Religious Courts), books, journal articles, and relevant previous research (Religious Courts Agency, 2008; Anggraeni & Rizal, 2019).

Informants were selected using purposive sampling, selecting research subjects based on their involvement and direct relevance to the case under study (Sugiyono, 2021). The informants in this study consisted of five consumers, three couriers, one shipping company representative, and one Islamic economic law expert.

Data collection techniques included: in-depth interviews using semi-structured interview guidelines to allow researchers to flexibly explore informants' responses; field observations to identify the geographic and operational conditions of package distribution in Sei Litur Tasik Village; and documentation studies of regulations, delivery receipts, delivery minutes, and relevant Islamic economic law literature (Moleong, 2021).

Data analysis was conducted through three stages: data reduction, data presentation, and conclusion drawing (Miles et al., 2014). In the data reduction stage, researchers sorted out important information relevant to the research focus. The data presentation stage was carried out by compiling a findings matrix, grouping information by theme, such as the factors causing default and forms of accountability. The conclusion-drawing stage was carried out by comparing field findings with legal provisions in the KHES, thus determining whether practices in the field were consistent or inconsistent.

Data validity was ensured through source and method triangulation techniques. Source triangulation was conducted by comparing information from couriers, consumers, and company representatives. Method triangulation was carried out by combining the results of interviews, observations, and document studies. Validity was strengthened through member checking, which involves reconfirming research findings with informants to ensure data accuracy and consistency (Lincoln & Guba, 1985). With this method, the research is expected to produce not only factual descriptions but also relevant normative analysis to strengthen the application of Islamic economic law in the expedition services sector in Indonesia.

3. RESULT AND ANALYSIS

Factors Causing Default in Package Delivery

Research results indicate that package delivery failures in Sei Litur Tasik Village are caused by a combination of internal company factors and operational obstacles in the field. Internally, courier negligence, data collection system errors, and weak supervision are the dominant causes. Couriers often divert deliveries to collective pick-up points, citing time constraints, limited company-provided fuel, and high delivery targets. This practice contradicts the Islamic principle of trustworthiness, which mandates that business actors fulfill promises made in contracts (*al-wafa bil 'uqud*) (Religious Courts Agency, 2008).

Externally, some couriers claim difficulty finding addresses due to limited house markings or similar recipient names within the same area. However, field findings indicate that some of these reasons are not entirely accurate, given that the village has adequate access to communication networks. This reinforces the hypothesis that some of the obstacles are caused more by internal company inefficiencies than geographic factors (Waruwu, 2024).

In relation to the Compilation of Sharia Economic Law (KHES), Chapter IV, Article 85, the courier's obligation is to deliver the goods to the location specified in the contract. Changing the location without the consumer's consent constitutes a breach of contract (default), as referred to in Chapter III, Article 36 (Religious Courts, 2008).

Forms of Accountability and Legal Sanctions for Shipping Companies that Commit Default from the Perspective of the Compilation of Sharia Economic Law

Normally, shipping companies are obligated to be responsible for defaults, either through financial compensation or service improvements (Quintarti, 2024). In this case, Shopee Express acknowledged the single-point delivery policy implemented for operational efficiency. However, this policy shifts the logistical burden onto consumers and contradicts the *ijarah* contract, which requires the fulfillment of services according to the contract, where paid services must be provided in full as agreed.

When compared with the research findings of Nurhidayati and Hasanah (2024) regarding returned goods that did not reach their destination, this partial accountability pattern risks reducing compliance with the Compilation of Sharia Economic Law (KHES). This demonstrates a gap between Sharia legal norms that emphasize the fulfillment of contracts and the protection of consumer rights and company operational practices that prioritize internal efficiency. This analysis confirms that the shift in responsibility from service providers to consumers violates the principles of *mas'uliyah* (responsibility) and *al-'adl* (justice) in Islam. Chapter III, Article 38 of the KHES (Indonesian Health Law) stipulates that the

obligation to compensate is not only material but also requires the fair restoration of consumer rights. When companies prioritize internal efficiency over contractual obligations, this not only reduces service quality but also risks a loss of public trust in service providers (Religious Courts, 2008).

Furthermore, from a consumer protection perspective, such a policy can be categorized as an unfair business practice, as consumers still pay shipping costs for door-to-door services without receiving the service as agreed (Samer, 2021). This aligns with Putri's (2021) findings that disproportionate compensation for consumer losses has the potential to undermine the principles of transparency and accountability in Sharia-compliant services.

Therefore, the form of accountability provided by companies must not only fulfill the financial compensation aspect but also ensure full service restoration as agreed. Implementing procedures consistent with KHES will not only reduce disputes, but also strengthen the company's reputation as a trustworthy and fair service provider in the eyes of the public.

A Critical Analysis of Corporate Practices from a KHES Perspective

In Islamic contract law theory, a goods delivery contract constitutes a form of *ijarah bil 'amal* (service lease), which obligates the service provider to fulfill all agreement clauses regarding the object, time, and place of delivery. Violation of any of these elements can be categorized as a breach of contract, requiring compensation (*dhaman*) (Samer, 2021). Partial or inappropriate fulfillment of the contract not only reduces the value of the service but also harms the recipient, both materially and immaterially.

Delivery practices that force consumers to pick up packages at a specific location without prior agreement constitute a unilateral modification of the contract. This modification is invalid according to the Islamic principle of *al-wafa bil 'uqud* (fulfillment of promises), as it alters the substance of the contract without the consent of the recipient. In the context of the *maqasid al-shari'ah* (Islamic principles), this practice violates *hifz al-mal* (protection of property), as consumers are required to incur additional costs to retrieve packages, and *hifz al-'irdh* (protection of honor), as consumers are forced to perform actions that are normally the responsibility of the service provider (Kamali, 2008).

From the perspective of the Compilation of Sharia Economic Law (KHES), this action meets the criteria for breach of promise as stipulated in Article 36 letter b ("carrying out what was promised but not as promised") and letter c ("carrying out what was promised but late") (Religious Courts Agency, 2008). In practice, such violations can also be categorized as a form of *ta'addi* (negligence) requiring full compensation.

Furthermore, the policy of delivering to collective points without consumer consent can set a bad precedent in the shipping industry. If allowed to persist, this practice has the potential to damage public trust in service providers, erode service

standards, and create moral hazard among business actors. As Putri (2021) emphasized, in Sharia-based transactions, fulfilling a contract is not only a legal obligation but also a form of trust with moral and spiritual dimensions.

Therefore, resolving disputes resulting from default is not sufficient through financial compensation alone. It also requires an evaluation of the company's operational policies to ensure they align with the KHES (Ethical Principles) and the principles of maqasid al-syari'ah (Islamic principles). Implementing Sharia-based standard operating procedures (SOPs) that include contract fulfillment obligations, information transparency, and internal sanctions for negligent couriers or work units will serve as a preventative measure to prevent similar violations in the future.

4. CONCLUSION

This study concludes that the practice of shipping packages by courier companies in Sei Litur Tasik Village that does not match the destination address constitutes a form of breach of contract from the perspective of the Compilation of Sharia Economic Law (KHES). The main causes of this violation include courier negligence, errors in the data collection system, weak internal oversight, and operational policies that change the package delivery point without consumer consent. These factors indicate a shift in responsibility from the service provider to the consumer, inconsistent with the *ijarah bil 'amal* contract.

Within the KHES framework, this practice violates Article 36 letters b and c, which regulate the obligation to fulfill promises as agreed, and Article 85 concerning the obligation to deliver goods to the address stated in the contract. The forms of accountability provided, such as refunds or re-delivery, are not transparent and do not fully comply with the principles of *al-'adl* (justice) and *mas'uliyah* (responsibility), which underlie Sharia economic law.

This research's contribution lies in the integration of empirical legal analysis with KHES principles in a case study of logistics services, which is rarely discussed in the literature. These findings underscore the importance of implementing Sharia principles in the shipping services business to protect consumer rights, strengthen public trust, and prevent detrimental business practices.

Therefore, shipping companies need to reform their operational policies to ensure they are consistent with contracts, improve their internal oversight systems, and provide fair and transparent compensation mechanisms. Furthermore, regulators need to establish stricter regulations to ensure business actors' compliance with Sharia economic law principles, thereby ensuring consumer protection legally, ethically, and morally.

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