

Legal Protection for Online Taxi Drivers Against Unilateral Cancellation of Orders by Passengers from a Maqasid Syariah Perspective

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Abstract

*Online transportation services facilitate public mobility, but passengers often unilaterally cancel orders after the driver has accepted and is on their way to the pickup location, or even after arriving at the pickup point. This situation results in losses for drivers, while compensation mechanisms are limited and lack transparency. This study aims to analyze legal protection for drivers and examine this practice from a maqā (lawful) perspective. *Sid al-syarī' Ah*, specifically *ḥifz al-māl*. The method used is empirical legal research with a qualitative approach through interviews and literature review. The results show that protection for online taxi drivers is still partial and does not yet have a uniform standard. From the perspective of *maqāsid al-syarī' Ah* This practice contradicts the principle of asset protection because it results in losses without equitable compensation. Therefore, a fairer and more transparent compensation policy is needed to protect drivers.*

INTRODUCTION

The rapid advancement of information technology has given rise to various innovations in the transportation industry. One example is online taxi services like Gojek, Grab, Maxim, Indriver, and others. This allows people to more easily and effectively meet their daily mobility needs when these services are available. With the availability of online taxi services, many people find it easier to use taxi services without having to search for a taxi offline. Instead, they can order one online using only an app, requiring only a smartphone and internet connection. Online booking connects drivers and passengers through the app, allowing passengers to be picked up and dropped off directly at their destination more conveniently. However, these services rely on an internet connection and cannot be used if the network is unavailable (Mufnizar & Susilo, 2022).

However, despite this convenience, there are a number of practical issues, particularly those related to the relationship between drivers and passengers. The ease of ordering transportation online, such as online taxis, also makes it easier for consumers to unilaterally cancel orders at any time without first confirming with the driver who has accepted the order. This cancellation may not be a serious problem as long as the cancellation is made by the passenger before the driver arrives at the pickup point. However, the problem discussed in this study concerns unilateral cancellations made by passengers when the driver has accepted the order and is en route to the pickup location, or even canceled after arriving at the pickup point.

These cancellations can potentially result in losses for online taxi drivers, including lost time that could have been used to pick up other passengers, reduced energy, and operational costs such as fuel. In this regard, several online transportation service providers do not offer a proper and clear reimbursement system to their partners. This indicates that the parties involved in online transportation services have unequal legal protection. Drivers, passengers, and the app have a legal contractual relationship that should bind all parties to uphold their rights and obligations.

Unilateral cancellation without a valid reason can be classified as a breach of contract, which should have legal consequences in the form of compensation.

Unilateral cancellation of an order without a clear reason can be seen as a form of failure to implement the agreement that has been formed between the parties. From an Islamic legal perspective, every agreement that has been made must be implemented, as stated in QS. Al-Ma'idah (5) 1:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

Meaning: "O you who believe, fulfill these promises."

This surah begins with an injunction to believers to fulfill every promise they make, both to God and to fellow human beings. This means that every believer is obligated to fulfill various forms of agreement, whether relating to one's relationship with God, with one's fellow human beings, or with oneself, as long as the agreement does not conflict with the provisions of sharia, namely, not forbidding what is lawful and not permitting what is unlawful. Therefore, unilateral revocation that results in loss for one party is inconsistent with the principle of fairness in transactions.

According to the survey, the majority of online transportation users in Indonesia use Gojek (82%). Furthermore, Grab is used by around 53% of users, followed by Maxim (19.6%), and inDriver (4.9%).(Rully R. Ramli & Erlangga Djumena, 2022).Based on this data, this study limits its scope to these four platforms, as they are considered representative of the majority of online transportation users in Indonesia. Therefore, the analysis is expected to provide a relevant overview of the practices and policies implemented in app-based transportation services, particularly regarding driver protection.

This research is related to previous research, namely written by Heris Suhendar, Anissa Qotrunada, and M. Ilham T "Legal Consequences of Unilateral Cancellation by Consumers in the Gaskeun Delivery Online Motorcycle Taxi Booking Agreement", Second written by Made Sinthia Sukmayanti, I Made Sudirga "Legal Protection for Online Motorcycle Taxi Drivers Who Experience Losses Due to Consumer Actions Who Make Fictitious Orders", Third written by Rahmianti Ranti Pawari "Legal Review of Order Cancellation Through the Online Motorcycle Taxi Application in Pangkalpinang from a Business Law Perspective".

The difference between previous research and the author's research is that in this study, the author examines the legal protection of online taxi drivers against unilateral cancellations by passengers when the driver is already on their way to or arriving at the pick-up point from a maqasid sharia perspective. The strength of this study lies in its focus on real problems that often occur in online transportation, especially online taxis. This study also shows novelty by filling a gap in previous research and has the potential to make a real contribution to the development of driver protection policies and provide clarity on the legal protection of online taxi drivers, especially regarding unilateral cancellations, to balance rights and obligations.

Therefore, it is necessary to review the application policy regarding the clarity of compensation received by online taxi drivers due to losses due to unilateral cancellations by paying attention to the maqā framework. *Maqā* The maqāsid of sharia refers to the primary objectives of Islamic law, which include preserving religion, life, intellect, posterity, and property. According to Syatibi, maqāsid of sharia refers to the uniformity of Islamic law in its foundations, particularly in its objectives. Furthermore, the concept of maqāsid of sharia emphasizes that the purpose of law is to improve the welfare and well-being of humanity (Dewi Ayu Widyaningsih, 2023).

Apart from that, one of the key ideas in the study of Islamic law is maqāsid sharia. Realizing goodness and avoiding evil, or achieving benefits and avoiding harm, is the main idea of maqāsid sharia. Maslahat is something that summarizes the essence of maqāsid sharia because Islamic law must produce benefits (Paryadi, 2021). So this problem can be researched from the perspective of Islamic economic law using the idea of maqāsid sharia, especially those related to the protection of property (*hifz al-mal*) from Al-Syatibi's perspective. This principle emphasizes the need for all transactional activities to protect property rights and avoid unfair disadvantage. This research aims to examine application policies related to the legal protection of online taxi drivers against unilateral cancellations by passengers when the driver has already headed to and is approaching the pick-up point by considering the principles of maqāsid sharia.

METHOD

This study uses an empirical juridical research method with a qualitative approach. The empirical juridical approach is applied to understand how the law is implemented and functions in society, particularly regarding legal protection for online taxi drivers who experience losses due to unilateral cancellations of orders by passengers (Muhaimin, 2020). In addition, this study also uses a conceptual approach, namely by examining the problem based on the concept of maqāsid sharia, especially the principle of *hifz al-mal* which focuses on the protection of assets, and using a statutory approach (Statute Approach). This study is a type of field research, which aims to obtain primary data directly from sources. The data was collected through online interviews with several online taxi drivers who have experienced unilateral cancellations of orders by passengers.

The author conducted semi-structured interviews with five online taxi drivers who had experienced losses due to unilateral cancellations by passengers. These online taxi drivers are partners of several online transportation service providers such as Gojek, Grab, Maxim, and Indriver. Interviews were also conducted with five consumers who had canceled online taxi bookings. This allowed the researcher to dig deeper into the experiences, views, and impacts felt by the respondents. In addition to interviews, this study was also supported by indirect observation by reviewing video content on social media related to drivers' experiences with unilateral cancellations by passengers. Secondary data was obtained from primary legal materials such as the Regulation of the Minister of Transportation, Government Regulations, and related laws. As well as from secondary legal materials such as books, journals, and articles relevant to the research topic. The data analysis technique used was qualitative analysis, namely by processing, grouping, and interpreting the data obtained to produce conclusions in accordance with the research objectives (Wiraguna, 2025).

RESULTS AND DISCUSSION

A. The Practice of Unilateral Order Cancellation by Passengers Against Online Taxi Drivers

Online transportation is a transportation service that utilizes a digital application as a means of connecting users and drivers, making the booking process easier and more practical. Furthermore, the application system allows users to find out the trip fare immediately before using the service. Generally, transportation activities aim to move goods and passengers from an origin to a destination. Thus, transportation activities provide services that benefit the community, particularly by facilitating the movement of people and the distribution of goods from one location to another (Yandri Radhi Anadi, 2021).

The presence of online transportation in Indonesia has become a widely discussed topic among the public. Gojek is known as a pioneer of online transportation services, founded in 2010 by Nadiem Makarim, and has now expanded to reach various regions in Indonesia. Furthermore, there is Grab, a Singaporean company that provides app-based transportation services and has operated in several Southeast Asian countries, such as Malaysia, Singapore, Thailand, Vietnam, Indonesia, and the Philippines. Furthermore, there is inDriver from Russia, and Maxim, a newcomer that offers app-based motorcycle taxi services with the advantage of relatively more affordable rates compared to its competitors. The existence of these app-based land transportation services is considered to have a very important role, especially in meeting the public's need for affordable, comfortable, and safe transportation (Hafni Cholida Nasution, 2024).

Online transportation in Indonesia has seen significant growth since 2015. These services, such as those provided by Gojek and Grab, and others, involve drivers as partners in running their business operations, both as drivers and riders (Setiawan & Esthi, 2021). One form of service available in online transportation is online taxis such as GoCar, GrabCar, and so on. In this service, drivers play a direct role in the field, providing services to passengers, from receiving orders to delivering passengers to their destinations. Thus, drivers play a very important role in the sustainability of the online transportation system as the main service implementers who interact directly with users.

Online transportation has become a popular alternative mode of transportation. This is due to the various problems inherent in conventional transportation, such as a lack of safety and comfort, and the often unsafe condition of public transportation, such as buses. Furthermore, other factors are driving people to switch to app-based transportation services. For the public, the use of online app-based transportation services essentially provides a solution to the need for accessible, comfortable, efficient, and affordable transportation (Budi Astuti & M. Rusdi Daud, 2023).

However, with the ease of ordering online taxis, a problem arises: users of online taxi booking apps can easily cancel their orders at any time without prior communication or confirmation with the online taxi driver. This cancellation is often done unilaterally by the passenger or the person ordering the online taxi. The practice of unilaterally canceling orders by passengers is a fairly common phenomenon in app-based transportation services. In practice, these cancellations often occur when the driver has accepted the order and is even on the way to the pickup location, and sometimes even after the driver has arrived at the pickup point. This condition not only creates uncertainty but also has the potential to cause losses for drivers, both in terms of time, energy, and operational costs.

Therefore, to gain a deeper understanding of this condition, researchers conducted interviews with a number of online taxi drivers who had experienced unilateral cancellations of

orders by passengers. This interview involved 5 (five) online taxi drivers as sources. Based on the results of interviews with several online taxi drivers, it was found that unilateral cancellations made by passengers most often occurred when the driver received an order but had not yet gone to the pick-up point. However, of the 5 (five) sources interviewed by researchers, all stated that it was not uncommon for unilateral cancellations to occur by passengers when the driver was already heading towards and approaching the pick-up point or even had already arrived at the pick-up point so that the potential for losses became more significant. A source with the initials RF who researchers interviewed as a Grab & Indrive partner stated that he had experienced unilateral cancellations by passengers without prior confirmation to the driver, he had picked up a long distance then when he was about to arrive at the pick-up point, then canceled and he received compensation of IDR 3,000 (three thousand rupiah) from Grab. However, when he experienced the same thing, namely cancellation when he had reached the pick-up point on the Indriver application, he did not receive any compensation at all.

Then, for the source with the initials HBI who the researcher interviewed as a Grab & Maxim partner stated that he was often canceled by passengers unilaterally, especially he once canceled when he had arrived in front of the passenger's house. Then he received compensation from Grab but only Rp 3,000 (three thousand rupiah) even though he had traveled a distance of 3 km to pick up the passenger. Meanwhile, for cancellations experienced by drivers on the Maxim application, no one has ever received compensation. And according to the source with the initials KS who the researcher interviewed as an Indrive partner, he stated that he had been an Indriver partner for 2 (two) years, and had never received compensation from the applicator. As for him getting compensation due to cancellation when he had arrived at the pick-up point, sometimes it came from the good faith of consumers who were willing to provide compensation for canceling the order when the taxi driver had arrived at the pick-up point.

In addition, there is a driver with the initials MHD who researchers interviewed as a Grab partner stated that he was often canceled by passengers when he was on his way to the pick-up point. However, he had never received compensation for the cancellation because he said that "To get compensation, usually the passenger has to cancel when it is about 10 minutes before I as a driver can get the compensation." And he also stated that, "if I cancel the order because the customer does not respond before that time, my driver account performance can decrease which can result in it being more difficult to get customers." Then, the driver with the initials SN who researchers interviewed as a Grab, Gojek, and Indrive partner stated that he had been canceled by passengers unilaterally during his time as a partner of the three applications. He said "Actually, I think it would be better if I canceled when I was just on my way, because if I didn't cancel, I would also have to wait 10 minutes before I could get compensation or only be able to get another customer." He also said, "I was annoyed, when someone ordered a pick-up with a long distance and the fare was quite high. However, when I was about to arrive, it was canceled. And I only received compensation of IDR 3,000 (three thousand rupiah) from the applicator. Meanwhile, regarding the cancellation he experienced when he was a Gojek partner, he said, "I have never received any compensation at all. Even for the cancellation he experienced as an Indriver partner, he said there was no compensation for the driver due to the cancellation. Even for the profit sharing, it was with a 50%/50% system for the driver and the applicator, which I think is unreasonable." From the 5 (five) interviews conducted by researchers with online taxi drivers as sources, the majority of sources stated that they clearly felt disadvantaged in terms of gasoline,

energy, and time that could have been used to pick up other passengers. So as a result of the cancellation, they have the potential to lose income that they should have earned.

Based on interviews, in addition to unilateral cancellations, situations often occur where drivers arrive at the pickup location but the passenger fails to show up or confirms the date. This forces drivers to wait indefinitely, resulting in a loss of time, energy, and the loss of opportunities to find other passengers. If drivers cancel, account performance can decline, resulting in reduced orders and income. As a result, drivers are forced to continue waiting, even without certainty, especially for those whose job is their primary source of income.

Meanwhile, the results of the researcher's interview with 5 (five) consumers who had unilaterally canceled online taxi orders revealed several reasons for their cancellations. A consumer with the initials NA stated, "I once canceled an online taxi order when the driver had arrived at the pick-up point. Then the driver refused to transport us because I ordered the wrong taxi size, which should have been an XL size with a capacity of 6 (six) people, but instead I ordered a capacity of 4 (four) people. So the driver asked for a cancellation, and told me to make a reason for the cancellation freely as long as it was not the driver's choice that requested the cancellation of the order." In addition, a consumer with the initials D stated that the reason he had canceled an online taxi order was because when he looked at the pick-up distance it was too far, but the driver had indeed gone to the pick-up point. However, he canceled because he felt he would be late to get to his destination if he waited for the driver.

In addition, a consumer with the initials EZ who was interviewed by the researcher stated that he had canceled an online taxi order with the reason "The driver took a long time to arrive even though he was already on his way to the pick-up point, I saw it was still far away so I canceled it and ordered another online taxi because I was in a hurry". The results of the researcher's interview with the 4th (fourth) consumer with the initials AI stated that he had canceled an online taxi order with the reason "At that time I had ordered an online taxi, well then the taxi was close but he didn't want to enter my alley because it took a long time to wait for a response from the online taxi driver so I just canceled it". And the last consumer that the researcher interviewed with the initials AZ stated that the reason for canceling an online taxi order that he had done was when he had finished breaking the fast with his friends then he ordered an online taxi and the driver had gone to the pick-up point. However, then when he was waiting for the taxi, it turned out that one of his friends wanted to invite him to go home together. So he canceled the taxi.

Interviews revealed that consumers reported never receiving fines or account penalties for canceling orders, and some were even unaware of the existence of such regulations. This situation demonstrates an imbalance between passengers and drivers, as passengers have greater freedom to cancel orders while drivers suffer the consequences without clear protection. Furthermore, the compensation offered is not transparent and does not reflect the efforts of drivers.

B. Legal Protection for Online Taxi Drivers for Unilateral Order Cancellations

Legal experts, such as Satjipto Rahardjo, have provided numerous explanations of legal protection in Indonesia. According to Rahardjo, legal protection is an effort to safeguard individual interests by granting human rights and the authority to act in accordance with those interests. According to Philipus M. Hadjon, legal protection, based on Pancasila and the concept of a state based on the rule of law, is the defense of human dignity and respect for human rights held by legal subjects based on legal provisions against arbitrariness (Romli, 2024).

Legal protection is essentially intended to ensure certainty, justice, and balance for all parties involved in a legal relationship. In the context of app-based transportation, this protection

is not limited to the relationship between the driver and the company but also encompasses the relationship between the driver and the passenger as service users. Partnership agreements that establish the rights and obligations between the driver and the service provider platform give rise to the concept of a partnership relationship between the two parties. While drivers are required to transport passengers according to applicable requirements, the service provider is also obligated to ensure that drivers receive legitimate payment in accordance with the services provided. Specific provisions are regulated in Government Regulation Number 7 of 2021, particularly Article 104 paragraph 2 concerning partnership principles, which explains that these principles include mutual need, trust, strengthening, and benefit. General provisions regarding partnerships are regulated in Article 1338 in conjunction with Article 1320 of the Civil Code (Ery Charmelita Raska & Susilo Wardani, 2024).

The partnership relationship between online taxi drivers and service providers is based on an electronic contract. A number of standard partnership clauses/agreements applicable to all partners are included in the electronic contract, drafted by the business manager. A key aspect of the electronic contract is the lack of opportunity for partners to evaluate, object to, or offer contractual agreements, and some provisions are unfavorable to the partner. Drivers simply click a button within the electronic contract if the driver-partner accepts the terms (Bagus Rahmanda & Lisbeth Jonathan, 2022). The fundamental principle of a partnership agreement is freedom of contract, where parties are free to determine the terms and content of the agreement. However, in practice, this principle is not optimally implemented between service providers and drivers. Drivers are essentially required to accept the predetermined agreement in order to operate, creating an imbalance between the parties. As a result, the service provider has greater control, while the status of "partner" tends to be a formality due to the imbalance of power between the two parties.

Partnership agreements may feel unfair due to the economic disparity between online drivers and app service providers. Hadi Subhan argues that because partnership arrangements do not involve an employment relationship, service providers are not obligated to provide online drivers with the normative rights protected by the Manpower Law. Therefore, through legislation and public policy, the government, as a sovereign authority, should provide legal protection to online drivers. Online drivers are relatively far from legal protection due to a lack of clarity regarding the laws and institutions responsible for legal interactions between drivers and service providers. The primary purpose of legal protection for online business actors is to protect their rights.

This aligns with John Rawls' theory of distributive justice, which states that social and economic disparities must be managed to benefit the less fortunate. The protection model contained in Article 34 of Law Number 20 of 2008, which stipulates that partnership agreements must be outlined in a written agreement that at least regulates business activities, the rights and obligations of each party, the form of development, the timeframe, and dispute resolution, can at least be considered for online taxi drivers. Furthermore, to improve competence and business performance, the government is legally required to enable, assist, and encourage partnership activities (Cahyono et al., 2024).

The relationship between drivers and passengers in app-based transportation is a legal service agreement formed when a booking is accepted through a digital system. Passengers, as service users, and drivers, as service providers, have rights and obligations. Drivers are required to pick up and drop off passengers, while passengers must act in good faith and not cancel unilaterally without a clear reason. However, in practice, this relationship is not yet balanced. Passengers have

more freedom to cancel bookings, while drivers bear the losses. This situation demonstrates the need for legal protection through fairer app policies. Under Indonesian positive law, online transportation itself is regulated by special rental transportation provisions, which have undergone several changes.

Initially, online taxi services were classified as "Provision of motorized public transportation without fixed routes." However, along with the development of technology and app-based transportation services, in 2018 the Ministry of Transportation changed the nomenclature to "Special rental transportation." The current regulations refer to Minister of Transportation Regulation Number 118 of 2018 concerning Special Rental Transportation, which was later updated through Minister of Transportation Regulation Number 17 of 2019 (Izzati, 2022).

The relationship between drivers and online transportation platforms can be categorized as semi-business-to-business (semi-B2B) based on the classification of e-commerce transactions, as both parties collaborate to provide services through an electronic system. This relationship is a partnership because drivers are not permanent employees, but rather partners with the service provider. However, this relationship is not entirely equal like a typical B2B, as the platform still retains control over service operations, such as rates, the ordering system, performance assessments, and driver account suspensions.

The development of regulations regarding electronic systems and transactions indicates that digital application-based business activities have a legal basis in Indonesia. This is marked by the issuance of Government Regulation Number 71 of 2019 concerning the implementation of electronic systems and transactions, followed by Government Regulation Number 80 of 2019 which regulates trade through electronic systems (PMSE), and Regulation of the Minister of Trade of the Republic of Indonesia Number 31 of 2023 concerning licensing, supervision, and obligations of digital-based business actors. (Aida Nur Hasanah et al., 2024). In online transportation practices, the relationship between drivers, passengers, and application platforms is inseparable from the use of electronic systems and transactions, thus having a relationship with Government Regulation Number 71 of 2019. This is because the entire process, from ordering to canceling orders, is carried out through digital applications. The provisions of Article 1 number 2 concerning electronic transactions and Articles 15 and 16 concerning the responsibility and reliability of electronic systems can be linked to the platform's obligation to provide fair and transparent services to drivers. Furthermore, the discussion regarding unilateral order cancellations is also related to Government Regulation Number 80 of 2019, specifically Article 3 concerning the principles of good faith and transparency, Article 13 concerning the obligation to provide clear information, and Article 26 concerning dispute resolution in electronic systems. Furthermore, Regulation of the Minister of Trade of the Republic of Indonesia Number 31 of 2023 is also relevant because it regulates the supervision and obligations of PMSE business actors, so it can be linked to the importance of protecting and supervising online transportation platforms to prevent drivers from being disadvantaged due to order cancellations by passengers.

There are differences in policies between online transportation platforms regarding compensation to drivers for unilateral cancellations by passengers. This indicates the lack of uniform standards in protecting driver rights. Therefore, clearer regulations are needed to create fair and balanced protection. On the Grab service, customers are subject to a fine of IDR 3,000 (three thousand rupiah) if the cancellation is made more than 5 minutes after the driver receives the order, or when the driver has waited at the pickup point for a certain time limit. (How To

Tekno, 2023). Starting February 3, 2026, Gojek implemented a cancellation fee of IDR 3,000 (three thousand rupiah) for GoCar services (except GoCar Instant and Rental). This fee is charged if the cancellation is made after the driver arrives, has traveled more than 1 km, or has passed 7 minutes since receiving the order, and if the driver waits more than 10 minutes. All fees are given to the driver as compensation and are paid non-cash or recorded for the next payment. (Gojek, 2026).

Furthermore, in the Maxim app itself, if a user cancels an order after the driver arrives at the pickup point, or cancels orders too frequently within a short period of time, the system can issue a warning or temporarily restrict booking access. Furthermore, the user's reputation can also suffer, making it difficult to find drivers in the future. Behind every cancel click, there is a driver who may have traveled long distances without success (radartulungagung77, 2025). Meanwhile, the Indriver app explains that if an order is canceled before accepting an offer, the order can be canceled at any time. However, if the order is canceled after accepting the order, the driver may already be on the way. Frequent cancellations can result in lower ratings and temporary account blocking (InDrive, 2026). Therefore, there is no protection in the form of compensation for drivers whose orders are canceled.

The differences in policies across platforms indicate that driver protection remains limited and dependent on internal company regulations that are not fully transparent. This situation demonstrates the lack of comprehensive legal protection, as there are no specific standards or regulations regarding compensation for drivers who suffer losses due to unilateral cancellations by passengers. Consequently, drivers' positions as partners remain weak and they are potentially vulnerable to losses without adequate legal protection.

Therefore, clearer and more comprehensive regulations are needed from the government to standardize driver compensation policies due to unilateral cancellations, so as to create a balance of rights and obligations between parties. Currently, the amount of compensation does not have a transparent calculation basis. For example, drivers who wait up to 10 minutes and those who cancel between the 5th and 7th minutes still receive Rp 3,000 (three thousand rupiah), which does not reflect fairness because it is not commensurate with the time and effort that has been expended. This condition creates uncertainty because the difference in waiting time is not followed by a difference in compensation, even in some applications drivers do not receive compensation at all. This shows a lack of transparency and the failure to achieve justice and legal certainty in the existing system. Researchers assess that compensation should start to be calculated from the 4th minute after the driver receives the order, because losses are not only determined by arrival or not at the pick-up point, but also the duration and effort during the trip. Existing policies, such as Grab (more than 5 minutes) and Gojek (more than 7 minutes), are considered not entirely fair because they do not reflect the real losses experienced by drivers.

For example, drivers traveling long distances may arrive early due to smooth roads, but receive no compensation if they cancel within 5 minutes. Conversely, drivers facing longer distances or traffic jams may experience greater losses if they cancel within the 7th or 8th minute, but still receive the same or no compensation at all. This suggests that time-limited compensation does not reflect actual losses, necessitating a more proportional mechanism that takes into account the duration, distance, and conditions of the trip. Although Ministry of Transportation regulations govern the operation of online transportation and the role of app companies, the government still needs to formulate a more comprehensive policy regarding the relationship between drivers and passengers. This is because interactions within app-based services still have legal implications,

particularly driver losses due to unilateral cancellations, while platform protection remains limited and does not fully provide fairness to drivers.

Therefore, clearer regulations are needed from the regulator that specifically regulate the protection mechanism for drivers, including in the case of order cancellations by passengers, in order to achieve balance and legal certainty for all parties involved in online transportation services. In the practice of the financial sector in Indonesia, the mechanism for late payment penalties is generally set proportionally using a certain percentage of the value of the obligation. The Financial Services Authority (OJK), for example, sets a late payment penalty of 0.1% to 0.3% per day of the loan value (OJK, 2024). This approach shows that the amount of the fine is not fixed, but is adjusted according to the transaction value and duration of the delay, thus reflecting a fairer and more measurable level of loss.

In addition, Bank Indonesia also stipulates that late payment fines for credit cards are imposed in the form of a percentage, namely a maximum of 1% of the total bill (Bank Indonesia, 2025). Valid until June 30, 2026, which is also confirmed on the Bank Negara Indonesia website (BNI, 2025). This confirms that the use of percentages is a common approach used to create fairness in determining compensation. This principle can be analogized in online transportation services, especially in determining compensation for drivers due to unilateral cancellation of orders by passengers.

Until now, driver compensation has generally been a fixed amount without a clear and transparent basis for calculation. This creates uncertainty, as the length of time a driver has traveled is not always proportional to the compensation received. Therefore, a more measurable and transparent calculation mechanism is needed. In this case, compensation can be calculated based on a percentage of the estimated trip fare, taking into account the duration from the time the driver begins to arrive at the pickup location. This calculation can begin as early as the fourth minute, as at that stage the driver begins to experience a real loss. The following schemes can be implemented:

1. Duration 0 to 3 minutes: no compensation is given (0%), because it is still within the tolerance limit,
2. Duration 4 to 5 minutes: compensation of 10% of the estimated rate,
3. Duration 6 to 7 minutes: compensation of 20% of the estimated rate,
4. Duration 8 to 10 minutes: compensation of 25% of the estimated rate,
5. Duration more than 10 minutes: compensation of 30% or more of the estimated travel fare.

As an illustration, if the estimated travel fare is Rp 20,000 (twenty thousand rupiah) and the cancellation is made after 6 minutes since the driver received the order and headed to the pick-up point, then the compensation given is 20%, which is Rp 4,000 (four thousand rupiah). Meanwhile, if the driver has approached or even arrived at the pick-up location and the cancellation is made after more than 10 minutes since the initial order with an estimated fare of Rp 25,000 (twenty five thousand rupiah) then the compensation given can reach 30%, which is around Rp 7,500 (seven thousand five hundred rupiah).

With clear time categories and percentages, the compensation mechanism becomes more transparent because it is based on measurable parameters, namely the estimated trip fare and the duration from the driver's arrival to the pickup location. This provides drivers with certainty regarding the amount of compensation they will receive, while also encouraging a more proportional fairness in the relationship between drivers and passengers. Therefore, this

calculation model can be recommended as a policy that can be implemented by online transportation service providers to increase transparency and protect drivers as partners.

C. Analysis of Unilateral Cancellation Practices from a Maqasid Syariah Perspective

The term maqashid is the plural form of maqshud, which comes from the verb qashada, meaning toward, aim, will, or something deliberate. In the study of nahwu, the word maqshud or maqashid is included in the category of ma'ful bih, namely something that becomes the object of an action. Therefore, the term can be understood as a goal or objective to be achieved. Meanwhile, ash-syarī'ah is etymologically derived from the word syara'a, which means the path to a water source, which in the context of life is interpreted as the main source of survival (Zahara, 2020).

Maqasid sharia can be understood as the goal to be achieved in every provision of Islamic law. In ushul fiqh, maqasid sharia are the values and goals contained in the sharia. Wahbah al-Zuhayli and Ibn Ashur explained that maqasid sharia focuses on wisdom and the general objectives of Islamic law. One of the main principles is hifz al-māl (protection of assets), namely protecting assets from loss, fraud and actions that cause harm (Safriadi, 2021). Based on this understanding, it can be understood that maqasid sharia does not only focus on the textual aspects of the law, but also on the objectives and wisdom behind the enactment of the law.

According to Abu Ishaq al-Syatibi, maqashid sharia refers to the unity of Islamic law, both in terms of its origins and the objectives to be achieved. He emphasized that the concept of maqashid sharia focuses on the purpose of law, namely to realize the benefit and welfare of humanity (Anshari & Permata, 2024). Based on this understanding, maqasid sharia can be interpreted as the purpose of establishing Islamic law, which is essentially oriented towards achieving the benefit of humanity. Thus, every legal provision in Islam is basically aimed at bringing benefit while preventing loss or harm to humanity.

Imam Al-Syatibi explained that the doctrine of maqāṣid al-syarī'ah is a further development of the concept of maṣlaḥah that existed previously. In relation to the objectives of Islamic law, he concluded that the unity of Islamic law is not only determined by its origin or source, but also by the objectives to be achieved from the establishment of the law. In addition, the term maqāṣid al-syarī'ah was not used explicitly before the time of Al-Syaṭībī, because in the previous period, Islamic legal studies focused more on the concept of 'illat al-ḥSMEs and MAṣlaḥah (Pane & Ardiansyah, 2025). Furthermore, the concept of Maqashid al-Syarī'ah was developed by al-Syaṭībī, an expert in ushul fiqh who attempted to organize the concept more systematically by expanding the discussion on maqashid in his ushul fiqh work entitled al-MuwaFAQat. So it can be understood that maqāṣid al-syarī'ah also provides a methodological basis for analyzing various contemporary phenomena, including modern transactions conducted through digital systems. This demonstrates that sharia values remain relevant and adaptable to new problems emerging in society, as long as they remain directed toward achieving the public interest.

Abu Ishaq al-Syatibi divides the benefits to be realized into three main levels, namely the needs of dharuriyat, hajiyat, and tahsiniyat (Abu Ishaq Al-Syatibi, 1996). First, the concept of al-maqashid al-dharuriyyah refers to the benefits that are very fundamental to human life, so that their existence is the main requirement for the realization of life, both in this world and in the hereafter. If these dharuriyyah needs are not met, it will cause imbalance and even great damage. The level of damage depends on the extent to which the dharuriyyah aspects are neglected. Benefits in this category include five main things, namely maintaining religion (al-din), soul (al-nafs),

descendants (al-nasl), property (al-mal), and reason (al-'aql). Furthermore, al-maqashid al-hajiyah are the needs required by humans to achieve a better life and avoid difficulties and hardships. If these needs are not met, humans will experience hardship and discomfort, although not to the point of fatal harm. Maqasid al-tahsiniyah, on the other hand, is the benefit that serves as a complement to perfecting the quality of human life. Failure to fulfill this aspect does not cause harm or misery, but it does make life feel less than perfect. Examples of this can be seen in religious practices, such as the obligation to cover the genitals and maintain cleanliness through purification (Milhan, 2021).

Efforts to maintain the five main objectives can be done in two ways, namely maintaining their existence and preventing things that could damage them. In protecting assets at the level of...*darūriyya* Sharia regulates legal ownership and prohibits the improper appropriation of assets. Violation of these provisions can threaten the security and sustainability of assets (Iqbal, 2025). Thus, the division of the maqasid sharia demonstrates that every legal provision in Islam has multiple objectives, ranging from safeguarding essential matters to perfecting aspects of human life. In the context of muamalah, particularly economic activities, this principle demands proportional protection of human interests, particularly in the dharuriyyat aspects such as the protection of assets (hifz al-mal).

Hifz al-mal is a principle that focuses on wealth protection, encompassing the development of community economic resources, recognition of private property rights, and efforts to safeguard assets from loss or misuse (Kurniawan & Hudafi, 2023). Therefore, any practice that has the potential to unfairly harm a person's assets requires serious attention, as it can disrupt the achievement of the public interest (maslahah), which is the primary objective of sharia. From the perspective of maqashid sharia, every social and economic policy and activity must be assessed based on the extent to which they are able to realize the public interest (maslahah) and prevent harm (mafsadah) (Lubis & Efendi, 2026). In online transportation services, unilateral cancellations by passengers must be viewed from both maslahah and mafsadah aspects. Although digital services provide convenience and efficiency for the public, cancellations made while the driver is on their way to or has arrived at the pick-up point actually result in losses for the driver, such as operational costs, wasted time, and the loss of opportunities to obtain other orders. This condition indicates an imbalance between the benefits received by passengers and the losses experienced by drivers.

HIF principle *al-mal* emphasizes not only asset protection, but also proper management, responsible use, and fair distribution, while avoiding all forms of waste and abuse (Fadilah, 2025). In this study, driver losses due to unilateral cancellations indicate that driver assets are not optimally protected. Drivers continue to incur costs, time, and effort without commensurate compensation. This situation is inconsistent with the objectives of *hifz al-mal* because it causes injustice and unilateral losses for drivers. Legal protection for online taxi drivers needs to be realized through fair and proportional compensation. Compensation should not be applied uniformly, as losses for each driver vary depending on distance, time, and costs incurred. From the perspective of maqashid sharia, this condition is inconsistent with the principles of *hifz al-mal* and justice (al-'adl), because the injured driver has not received appropriate compensation.

Basically, the main goal in maqāṣid al-syarī'ah is to realize the benefit, because every Islamic law revealed to mankind basically has a specific purpose in its establishment. Therefore, maqāṣid al-syarī'ah. The concept of compensation is closely related to human welfare, which is the primary basis of all Islamic legal provisions (Syam & Sari, 2023). In the authors' opinion, the compensation

mechanism should consider factors such as distance, time, and operational costs incurred by the driver. This is crucial to maintain a balance between the rights and obligations of all parties. From a justice perspective, differential treatment for different conditions is essential, making a proportional compensation policy more appropriate than a uniform approach. Therefore, a policy is needed that not only focuses on consumer interests but also provides adequate protection for drivers. This policy can be realized through clear and equitable compensation arrangements or the implementation of cancellation fines, thereby creating a balance between *maslahah* and *mafsadah* in online transportation practices. Thus, the main objective of *maqashid sharia*, namely realizing *maslahah* and preventing losses, can be achieved more optimally.

CONCLUSION

This study shows that the practice of unilaterally canceling orders by passengers in online taxi services has a significant negative impact on drivers, especially when viewed from the perspective of *maqāṣid al-syarī'Ah*, especially the principle of property protection (*hifz al-mal*). This phenomenon often occurs when a driver has accepted an order and is already on their way or has arrived at the pick-up location, but the order is canceled without a clear reason. This condition not only causes financial losses in the form of operational costs and wasted time, but also reflects an imbalance in the relationship between drivers and passengers, because the losses experienced by drivers are not balanced with proper compensation. To address this problem and realize the benefits, this study proposes the need for more comprehensive and transparent policies from the government and online transportation service providers. The government, especially the Ministry of Transportation, is expected to establish regulations that specifically regulate the order cancellation mechanism and protection for drivers. On the other hand, service providers are expected to implement a fairer and more proportional compensation system, for example through a percentage-based approach that takes into account the duration since the driver received the order and the distance traveled. Thus, the balance of rights and obligations between drivers and passengers can be better assured.

The implications of this study indicate that the practice of unilateral cancellations in online transportation services has a significant impact on the protection of driver rights, particularly in economic aspects. However, this study still has limitations, including the relatively limited number of respondents and the study's focus, which only covers a few commonly used online transportation platforms. Furthermore, the empirical approach used is still limited to a specific region, thus not fully describing the overall situation. For further research, it is recommended to expand the scope with a broader scope, both in terms of the number of respondents and the research area, to provide a more comprehensive picture. Furthermore, future research can also further examine the effectiveness of implementing compensation policies and the use of technology in creating a more transparent, fair, and accountable online transportation system.

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