

# LEGAL ANALYSIS OF GRAB ACCOUNT BUYING AND SELLING PRACTICES IN BATAM CITY AND ITS IMPLICATIONS FOR CONSUMERS

Yulias Suci Wulandari<sup>1</sup>  
Universitas Putera Batam

Ukas<sup>2</sup>  
Universitas Putera Batam

Correspondence : Yullias Suci Wulandari (pb210710031@upbatam.ac.id)

## Abstract

The digital economy is a part of the economy that simplifies and supports the transaction of goods and services through electronic commerce in the virtual world. It is also referred to as the internet economy or online economy, as many digital service providers utilize internet networks to offer services to end consumers, including online ride-hailing services. The purpose of this study is to examine the buying and selling of online accounts within transportation services, specifically Grab, and to assess the impact of these activities on users. This research adopts a normative legal study approach, using primary legal sources, such as Law No. 8 of 1999 and the Electronic Information and Transactions Law (ITE Law). The relationship between app providers and drivers in the sharing economy system is a partnership; however, account trading is strictly prohibited. This practice is dangerous as it involves identity misuse and data manipulation, which violates the law, particularly the ITE Law. The account trading practice poses a threat to the safety and rights of consumers, which are protected by the Consumer Protection Law. Consumers are at risk of being served by unverified drivers, thereby compromising their rights to safety and accurate information.

**Keywords:** Buying and Selling, Consumers, Online Transportation

## Introduction

The development of information systems and technology in the industrial era 4.0 has had a significant impact on various aspects of life, including the transportation sector. Advances in information technology increase people's mobility, allowing people to communicate and move around more quickly and comfortably. One significant change that has occurred is the transformation of traditional transportation services such as motorcycle taxis and taxis into application-based online transportation services. This provides better accessibility and higher efficiency for users in utilizing transportation services. In addition, in the last ten years internet access in Indonesia has grown rapidly. The increase in the number of internet users shows that more and more Indonesians are digitally connected. Based on a survey by the Indonesian Internet Service Providers Association (APJII) in 2024, the number of internet users reached 221.56 million people, which covers around 79.5% of the total population (APJII, 2024). This figure continues to increase every year, reflecting the importance of the internet in the daily lives of Indonesians. In the 2022-2023 period alone, the number of internet users increased by 2.67%, from 210.03 million to 215.63 million users. This growth was driven by the

development of digital infrastructure and the increasing use of mobile devices that facilitate access to internet-based services, including online transportation.

With the increasing number of internet users and the transformation of application-based transportation, the digital ecosystem in Indonesia is growing rapidly. This phenomenon reflects changes in people's lifestyles that rely more on digital technology, especially in the transportation sector, which ultimately makes a major contribution to the development of the digital economy in Indonesia.

The development of online transportation in Indonesia began in 2010 with the presence of Gojek, which pioneered application-based transportation services in this country. Gojek was then followed by international players such as Uber and Grab which started operating in Indonesia in 2014, and Maxim which appeared in 2018. In addition, ShopeeFood was present in 2020 with a special focus on food delivery services. Until now, most of these operators are still actively operating, except for Uber which stopped its services in Indonesia in 2018 (Aziah et al., 2018). The development of online transportation in Indonesia has experienced significant growth along with the presence of various application-based platforms, one of which is Grab. Grab Taxi was first launched in Malaysia in October 2012, and in just two years, Grab expanded its reach to Indonesia in May 2014 (Paramadita et al., 2020). Its presence in Indonesia immediately attracted public attention because it offered services that were easily accessible by simply downloading the application on a smartphone.

At the beginning of its operation, Grab provided very affordable rates, which was one of the main factors in the high public interest in this service. Practicality and competitive prices made the Grab Taxi service one of the popular transportation options, especially in big cities. The increase in demand from users prompted Grab to conduct a large-scale recruitment of drivers in August 2015. Many people were interested in becoming Grab Partners, hoping to earn a promising income, as experienced by other online motorcycle taxi drivers who had joined earlier.

With a business model that prioritizes easy access, competitive rates, and attractive income potential for driver partners, Grab has succeeded in growing rapidly in Indonesia. This phenomenon reflects how online transportation has changed the landscape of the transportation industry in Indonesia, creating new economic opportunities for many people, while meeting the increasing mobility needs of the community in the digital era.

Grab's growth in Batam City shows the rapid increase in online transportation services in a strategic area that is one of the main industrial and trade centers in Indonesia. As a city located in the Riau Islands and close to Singapore, Batam has high population mobility, both from

locals and tourists. Grab's presence in Batam has brought changes to the local transportation sector, providing a more modern and easily accessible alternative compared to conventional transportation. This innovation facilitates people's mobility and creates a digital economy ecosystem that continues to grow. As a country with a large population and an increasing level of technology adoption, Indonesia is a very potential market for online transportation companies to continue to grow and contribute to the growth of the digital economy. However, along with the development of online transportation, problems have emerged in this field, namely the buying and selling of online transportation accounts.

Along with the rapid development of online transportation in Indonesia, various problems have also emerged in its implementation, one of which is the practice of buying and selling accounts by drivers. This phenomenon is a concern because it has the potential to violate the rules set by online transportation service providers. In general, the relationship between drivers and application providers is a partnership relationship based on an agreement that must be agreed to by both parties. In this agreement, the application provider expressly prohibits the practice of buying and selling accounts.

In reality, this practice still often occurs, both for economic reasons and to avoid sanctions from the company. Violation of this rule raises concerns about its impact on the quality of service and user trust in online transportation platforms. In addition, from a legal perspective, the practice of buying and selling accounts also raises questions about the aspect of criminal liability for the parties involved. How the law regulates and enforces the rules related to this is an important topic for further research. The aim of this study is to identify the practice of online transportation account transactions, especially Grab, and to analyze the impact of online transportation account transaction practices on consumers. Before continuing the discussion, the author feels it is important to explain previous studies that raise similar issues. Research conducted by (Claudia Theophilia & Tantimin, 2022) entitled "Legal Study of Criminal Liability for Online Motorcycle Taxi Account Buying and Selling Practices". The results of the study showed that the working relationship between drivers and application providers is a mutually beneficial partnership. Application providers prohibit account buying and selling transactions, so that the sanctions that can be given to the perpetrators are suspension and termination of the partnership.

## **Methods**

Research methods are approaches or techniques used by researchers to collect, analyze, and interpret data in order to answer research questions or test hypotheses. Research methods support researchers in designing studies and ensuring that the results obtained are valid and reliable. The type of research used by the author is normative legal research. Normative legal research is a type of research that prioritizes written legal norms or regulations as the object of study (Sonata, 2014). This research aims to understand, analyze, and interpret legal provisions, concepts and legal principles that are being applied. In normative legal studies, researchers usually use primary legal sources such as laws and regulations, regulations, court decisions, and other legal documents, as well as secondary legal sources such as legal textbooks, journals, and expert opinions.

## **Results and Discussion**

In the increasingly developing digital era, the emergence of application-based service platforms such as Grab has made it easier for people to access various transportation and goods delivery services. However, behind the development of this technology, the phenomenon of buying and selling Grab accounts has emerged, which has become a spotlight in several cities, including Batam City. This phenomenon raises a number of legal questions and potential impacts on consumers.

### **1. Grab Account Buying and Selling Practices**

The growth of the informal sector, including the online motorcycle taxi industry, provides job opportunities for many people. In this system, the relationship between application providers, such as Grab, and drivers is not an employee-employer relationship, but a partnership that adopts a sharing economy model (Wijoyo & Pratama, 2024). In this model, drivers get 90% of their income, while the company gets 10%. Although this model provides flexibility for drivers, they do not get social security, health facilities, or other rights that are usually received by workers in the formal sector (Mahaputra et al., 2023). The absence of this guarantee often causes dissatisfaction among drivers, especially when the policies implemented by service providers do not involve them in the decision-making process. Drivers, as partners, must comply with company policies without having the right to influence rules, such as setting rates or determining sanctions. This creates a gap between drivers' expectations to be more actively

involved in managing their work and the reality that they have little control over working conditions. This gap further reinforces feelings of injustice, especially in the context of uncertain job security and other rights, which are characteristic of the informal sector.

In this context, the relationship between drivers and companies does not yet reflect formal industrial relations, because there is still a gap between the company and driver partners. The partnership agreement gives the company the right to terminate the collaboration if the driver violates the terms of the agreement, including in cases of account trading. The partnership agreement prohibits drivers from giving or trading their accounts to other people (Claudia Theophilia & Tantimin, 2022). This account trading practice has the potential to harm consumers, because these accounts can be misused to commit criminal acts, such as fraud or embezzlement. If drivers are involved in such practices, the application provider has the right to deactivate the driver's account and terminate the partnership.

The Electronic Information and Transactions Law (UU ITE), especially Article 35 in conjunction with Article 51 paragraph (1), is the legal basis used to ensnare drivers involved in the practice of buying and selling accounts with electronic data manipulation. Article 35 of the ITE Law: "Any person who intentionally and without permission or in violation of the law manipulates, creates, changes, removes, or destroys Electronic Information and/or Electronic Documents with the aim of making the information or document appear as valid data." This article regulates acts of electronic data manipulation carried out illegally. In the context of buying and selling online motorcycle taxi accounts, data manipulation occurs when drivers use or sell accounts with identities that are not theirs, or falsify information to deceive application providers and consumers (Cahyaningrum, 2023). Article 51 paragraph (1) of the ITE Law: "Any individual who meets the criteria as referred to in Article 35 shall be sentenced to a maximum of 12 (twelve) years in prison and/or a maximum fine of IDR 12,000,000,000.00 (twelve billion rupiah)". This article regulates the threat of punishment for perpetrators who violate Article 35. If the driver is proven to have manipulated data related to an online motorcycle taxi account (for example using a fake account or an account that is sold), the perpetrator can be subject to criminal penalties in the form of imprisonment of up to 12 years and/or a maximum fine of IDR 12 billion (Gilberd Sumolang et al., 2023).

In the case of buying and selling online motorcycle taxi accounts, data manipulation usually involves misuse of identity or falsification of information. Drivers who buy accounts usually use the identity of another driver who has been verified in the application, but do not have permission or the right to use the account (Situmeang, 2021). This action is considered unlawful because application providers, such as Grab, prohibit drivers from buying and selling

their accounts. Each account must be used by the rightful owner based on verified data. When an account is sold and used by someone else, this violates the partnership agreement and impacts the security of services for consumers. The process of buying and selling accounts involves data manipulation within the application system. Personal data, such as the name, photo, or verified driver ID number, is used by another party without permission. This is a violation regulated by Article 35 of the ITE Law because the information listed appears to be the original data of the driver, even though the person using the account is someone else (Pangku & Husni, 2022). An example of a case that has occurred involves a driver who uses a fake account to run away with high-value goods from customers. This practice is not only detrimental to consumers, but also to the company. Law enforcement against drivers involved in account trading must be stricter to prevent similar crimes from occurring in the future.

## **2. Implications of Account Trading Practices for Consumers**

Account transaction practices on Grab online motorcycle taxi services have a number of serious consequences for consumers. One of the biggest dangers for consumers who use services from drivers who buy accounts is the loss of guarantees of protection and safety. Article 4 letter a of Law No. 8 of 1999 emphasizes that consumers have the right to comfort, protection, and security when using goods and/or services (Salami et al., 2013). In the context of online motorcycle taxi services, this right is very important. Consumers who use online motorcycle taxi services rely on the security and comfort guaranteed by the service provider. Accounts that are traded are often used by individuals who are not registered or verified by the service provider. This means that consumers are at risk of getting services from drivers who are not qualified or even have malicious intentions.

Article 4 letter c of Law No. 8 of 1999 states that consumers have the right to obtain correct, clear, and honest information regarding the conditions and guarantees of the goods or services they use (Dinar Anggraini & Kurnia Hartantien, 2024). In the practice of buying and selling accounts, the information provided to consumers is often incorrect or misleading, because the account used by the driver is not their legitimate property. This implication includes consumers being given false information about the driver's identity, including names, photos, and service history that do not correspond to reality. This violates the consumer's right to receive honest information about who is serving them. Consumers may not know that the account used by the driver is the result of buying and selling. As a result, they receive services from individuals who do not meet the standards of the application provider, which violates the consumer's right to correct information. Article 7 of the Consumer Protection Law states that

business actors are required to provide guarantees for the goods or services they offer in accordance with applicable quality standards (Arief, 2023). In the context of online motorcycle taxi service providers, application companies are responsible for ensuring that drivers serving consumers have been verified and meet the established quality standards. However, with the practice of buying and selling accounts, this responsibility may not be fulfilled because when unauthorized drivers use other people's accounts, they may not have undergone the training required by the application provider. This is risky for consumers who receive substandard services. If the application provider does not take firm action against drivers who buy accounts, they may be deemed to have failed to fulfill their legal obligations to protect consumers and ensure appropriate quality of service, and Article 8 paragraph (1) letter f stipulates that business actors are prohibited from producing and/or selling goods and/or services that do not comply with the advertised commitments (Dadhan Marganti Ritonga, 2020). In the context of online motorcycle taxi services, the application provider, Grab, promises safe and secure services from verified drivers. However, the practice of buying and selling accounts breaks this promise because the accounts being bought and sold are used to give the impression that the drivers serving consumers are legally registered, when in fact this is not the case. This is an act of fraud that clearly violates the provisions of Article 8. The application provider guarantees that the drivers have undergone a selection and verification process. However, with the presence of fake drivers, the services received by consumers do not comply with the promises or advertisements conveyed by the company. In relation to Law No. 8 of 1999 concerning Consumer Protection, the practice of buying and selling accounts in online motorcycle taxi services clearly violates consumer rights to safety, comfort, accurate information, and appropriate quality of service. Application providers have an obligation to ensure that their services meet the standards promised, including ensuring that drivers serving consumers are legitimate and verified drivers. If consumer rights are violated, service providers may be held legally responsible for providing compensation and ensuring corrective action for the violation..

## **Conclusion**

Based on the discussion above, the following conclusions are obtained.

1. The partnership relationship between application providers and drivers in the sharing economy prohibits the practice of buying and selling accounts, which is high risk because it involves identity misuse and data manipulation, violating the ITE Law. Drivers who violate can be subject to severe sanctions, including imprisonment of up to 12 years and/or a fine of IDR 12 billion. This practice is detrimental to consumers and damages the

company's reputation, so strict law enforcement is needed to protect consumers and prevent future crimes.

2. The practice of buying and selling accounts endangers the security, comfort, and rights of consumers guaranteed by the Consumer Protection Law, because consumers are at risk of being served by unverified drivers. In addition, service providers such as Grab violate their legal obligations if they do not take strict action against this violation, which also violates consumers' rights to quality standards and service promises. If not addressed immediately, service providers may be subject to legal liability to provide compensation in accordance with the Consumer Protection Law.

## References

- APJII. (2024). *APJII Jumlah Pengguna Internet Indonesia Tembus 221 Juta Orang*.  
<https://apjii.or.id/berita/d/apjii-jumlah-pengguna-internet-indonesia-tembus-221-juta-orang>
- Arief, R. P. (2023). Hukum Perlindungan Konsumen atas Barang yang Tidak Sesuai dengan Gambar pada Transaksi di Marketplace. *Unes Law Review*, 6(2), 4953–4963.
- Aziah, A., Popon, ), Adawia, R., & Sitasi, C. (2018). Analisis Perkembangan Industri Transportasi Online di Era Inovasi Disruptif (Studi Kasus PT Gojek Indonesia). *Cakrawala*, 18(2), 149–156.  
<http://ejournal.bsi.ac.id/ejurnal/index.php/cakrawaladoi:https://doi.org/10.31294/jc.v18i2>
- Cahyaningrum, P. (2023). Perlindungan Hukum Bagi Pt Gojek Indonesia Terhadap Pemakaian Fake Gps Oleh Driver Menurut Hukum Islam Dan Hukum Positif. *Universitas Islam Negeri Raden Mas Said Surakarta*.
- Claudia Theophilia, & Tantimin, T. (2022). Kajian Yuridis Pertanggungjawaban Pidana Terhadap Praktik Jual Beli Akun Ojek Online. *Ajudikasi : Jurnal Ilmu Hukum*, 6(1), 37–52. <https://doi.org/10.30656/ajudikasi.v6i1.4573>
- Dadhan Marganti Ritonga, R. (2020). Itikad Baik Pelaku Usaha Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen. *Jurnal Gagasan Hukum*, 2(01), 71–88. <https://doi.org/10.31849/jgh.v2i01.8236>
- Dinar Anggraini, R., & Kurnia Hartantien, S. (2024). Perlindungan Konsumen Atas Hak Informasi Dalam Melakukan Transaksi Online. *Judiciary*, 13(1).
- Gilberd Sumolang, C., Agustien Musa, A., & Anita Kermite, J. (2023). Sanksi Hukum Bagi Pemalsuan Tanda Tangan Elektronik Menurut Undang-Undang Tentang Informasi



- Dan Transaksi Elektronik. *Lex Privatum*, 12(3), 784–808.
- Mahaputra, I. B. G. A., Putra, I. M. A. M., & Mandasari, I. A. C. S. (2023). Perlindungan Hukum Kemitraan Ojek Online dengan Driver Pasca Diberlakukannya Undang-undang Cipta Kerja. *Kertha Wicaksana*, 17(2), 114–122.
- Pangku, F., & Husni, Q. (2022). Tinjauan Hukum terhadap Manipulasi Informasi Elektronik oleh Pengemudi Ojek Online. *Bhirawa Law Journal*, 3(2), 102–109.  
<https://doi.org/10.26905/blj.v3i2.8914>
- Paramadita, S., Umar, A., & Kurniawan, Y. J. (2020). Analisa Pestel Terhadap Penetrasi Gojek Di Indonesia. *Jurnal Pengabdian Dan Kewirausahaan*, 4(1).  
<https://doi.org/10.30813/jpk.v4i1.2079>
- Salami, R. U., Nurjaya, I. K. K., & Kartika, K. (2013). Penerapan Pasal 4 Undang-Undang No.8 Tahun 1999 Tentang Perlindungan Konsumen Pada Jasa Pengiriman Dokumen Di Pt. Kerta Gaya Pusaka Perwakilan Purwokerto. *Jurnal Dinamika Hukum*, 8(2), 145–153.  
<https://doi.org/10.20884/1.jdh.2008.8.2.57>
- Situmeang, S. M. T. (2021). Penyalahgunaan Data Pribadi Sebagai Bentuk Kejahatan Sempurna Dalam Perspektif Hukum Siber. *Sasi*, 27(1), 38.  
<https://doi.org/10.47268/sasi.v27i1.394>
- Sonata, D. L. (2014). Metode Penelitian Hukum Normatif Dan Empiris : Karakteristik Khas Dari Metode Meneliti Hukum. *Fiat Iustitia: Jurnal Hukum*, 8(1), 15–35.
- Wijoyo, A., & Pratama, D. R. (2024). Penerapan Sistem Informasi Pada Aplikasi Ojek Online. 2(1), 1–6.