

**TANGGUNG JAWAB PENGUSAHAAN JASA PENGURUSAN
TRANSPORTASI (*FREIGHT FORWARDING*) DALAM PERJANJIAN
PENGANGKUTAN YANG MENGGKIBATKAN WANPRESTASI
(Studi Putusan Nomor 144/Pdt/G/2020/PN Kln)**

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ABSTRAK

Latar belakang penelitian ini diambil dari permasalahan mengenai tanggung jawab perusahaan jasa pengurusan transportasi (*freight forwarding*) dalam perjanjian pengangkutan yang menyebabkan wanprestasi. Salah satu contoh kasusnya terdapat dalam Putusan Nomor 144/Pdt.G/2020/PN Kln mengenai wanprestasi yang dilakukan oleh pengirim dengan Perusahaan Jasa Pengurusan Transportasi (*freight forwarder*) dalam perjanjian pengangkutan. Tujuan penelitian adalah untuk mengetahui tanggung jawab perusahaan jasa pengurusan transportasi (*freight forwarding*) dalam perjanjian pengangkutan yang mengakibatkan terjadinya wanprestasi berdasarkan studi Putusan Nomor 144/Pdt.G/2020/PN Kln.

Penelitian ini menggunakan metode pendekatan yuridis normatif dengan spesifikasi penelitian deskriptif analitis. Sumber data yang digunakan merupakan data sekunder yang terdiri dari bahan hukum primer, bahan hukum sekunder, bahan hukum tersier yang dikumpulkan melalui studi kepustakaan, serta dianalisis menggunakan metode analisis kualitatif dan diuraikan dalam teks naratif secara sistematis, logis, dan rasional.

Berdasarkan hasil penelitian dan pembahasan dapat disimpulkan bahwa Majelis Hakim dalam putusan *a quo* telah menyatakan bahwa Perusahaan Jasa Pengurusan Transportasi telah melaksanakan kewajibannya dan dibebaskan dari tanggung jawab atas kerugian yang diderita oleh pengirim, serta berhak untuk mendapatkan pembayaran biaya pengiriman barang.

Kata Kunci : *Tanggung Jawab, Pengangkutan, Freight Forwarding, Wanprestasi.*

**RESPONSIBILITY OF TRANSPORTATION MANAGEMENT SERVICES
(FREIGHT FORWARDING) IN TRANSPORT AGREEMENTS THAT
RESULT IN DEFAULT**

(Study of Decision on Case Number 144/Pdt/G/2020/PN Kln)

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ABSTRACT

The background of this research was taken from the problem regarding the responsibility for the management of freight forwarding services in the transport agreement which caused default. One example of this case is contained in the Decision on Case Number 144/Pdt.G/2020/PN Kln regarding defaults committed by the sender with a Freight Forwarder in a transportation agreement. The aim of the research is to find out the responsibilities of operating freight forwarding services in a transport agreement which results in default based on the study of Case Decision Number 144/Pdt.G/2020/PN Kln.

This study uses a normative juridical approach with analytical descriptive research specifications. The data source used is secondary data consisting of primary legal materials, secondary legal materials, tertiary legal materials collected through library research, and analyzed using qualitative analysis methods and described in narrative texts in a systematic, logical, and rational manner.

Based on the results of the research and discussion, it can be concluded that the Panel of Judges in the a quo decision has stated that the Freight Forwarder has carried out its legal obligations and is freed from responsibility for losses suffered by the sender, and is entitled to receive payment for the cost of shipping goods.

Keywords : *Responsibility, Transportation, Freight Forwarding, Default*