JIHK is licensed undera Creative Commons Atribusi4.0 Internasional license, which permits unrestricted use, distribution, and reproduction in any medium, provided the original work is properly cited.

DOI: 10.46924/jihk.v8i2.548

# The Legal Validity of Customer Registration Forms in Establishing Contractual Relationships in Delivery Service Disputes Involving Breach of Contract

**Devi Devi[1*] & Moody Rizqy Syailendra Putra[2]**

[1,2]Universitas Tarumanagara Jakarta, Indonesia

**Correspondence**

Devi Devi, Universitas Tarumanagara, Indonesia, Letjen S. Parman St No.1, RT.6/RW.16, Tomang, Grogol petamburan, West Jakarta City, Jakarta 11440, *e-mail*: devi.205230022@stu.untar.ac.id

**How to cite**

Devi, Devi., & Putra, Moody Rizqy Syailendra. 2027. The Legal Validity of Customer Registration Forms in Establishing Contractual Relationships in Delivery Service Disputes Involving Breach of Contract. *Jurnal Ilmu Hukum Kyadiren* 8(2), 353-366. https://doi.org/10.46924/jihk.v8i2.548

*Original Article*

**Abstract**

A Customer Registration Form (FRP) used in delivery services may function as an administrative record, evidence of contract formation, or part of an agreement defining the parties' obligations. This normative legal study examines the conditions under which an FRP becomes contractually binding and the allocation of liability for alleged reciprocal breaches, using Tangerang District Court Case No. 289/Pdt.G/2023/PN Tng as its dispute context. It employs statutory and conceptual approaches and treats the case narrative in the original manuscript as unverified allegations because the complete judgment was unavailable. The analysis finds that enforceability depends on proof of consent, authority to contract, identifiable obligations, lawful cause, and incorporation of referenced standard terms. An invoice does not necessarily establish assent to every contractual term, while an allegation of damaged goods does not automatically extinguish the obligation to pay. Damages and setoff require separate examination of default, causation, maturity, and the certainty of competing claims. The article proposes a five-stage analytical framework integrating contract formation, incorporation of terms, performance, proof of breach, and proportionate remedies.

**Keywords**: *Customer Registration Form, Delivery-Service Contracts, Reciprocal Breach, Contractual Evidence, Setoff*

**Abstrak**

Formulir Registrasi Pelanggan (FRP) dalam jasa pengiriman dapat berfungsi sebagai dokumen administrasi, bukti pembentukan kontrak, atau bagian dari perjanjian yang memuat kewajiban para pihak. Penelitian ini menganalisis kriteria keberlakuan FRP dan pertanggungjawaban atas wanprestasi timbal balik dengan menempatkan Putusan Pengadilan Negeri Tangerang Nomor 289/Pdt.G/2023/PN Tng sebagai konteks sengketa. Penelitian hukum normatif menggunakan pendekatan perundang-undangan dan konseptual serta pembacaan terbatas terhadap uraian perkara dalam naskah sumber. Hasil analisis menunjukkan bahwa keberlakuan FRP mensyaratkan pembuktian persetujuan, kewenangan para pihak, objek prestasi, kausa yang sah, dan keterikatan syarat baku yang dirujuk. *Invoice* tidak selalu membuktikan penerimaan seluruh klausul, sedangkan dugaan kerusakan barang tidak otomatis membebaskan kewajiban pembayaran. Tuntutan ganti rugi dan perjumpaan utang memerlukan pengujian kelalaian, hubungan kausal, jatuh tempo, serta kepastian nilai piutang. Penelitian mengembangkan uji berjenjang lima tahap untuk menilai dokumen kontraktual, pelaksanaan prestasi, pembuktian wanprestasi, dan pemilihan upaya hukum secara proporsional.

**Kata Kunci**: *Formulir Registrasi Pelanggan, Perjanjian Jasa Pengiriman, Wanprestasi Timbal Balik, Pembuktian Kontrak, Perjumpaan Utang*

## 1. INTRODUCTION

A legal relationship arising from the provision of delivery services does not necessarily originate in a single instrument expressly titled an 'agreement.' In practice, transactions may be documented through customer registration forms, service terms and conditions, goods-receipt records, delivery notes, invoices, and electronic communications. These documents perform different functions: some record identities, establish the transfer of goods, communicate charges, or demonstrate assent to performance terms. A legal problem arises when one document is treated as a self-contained contract without first establishing its relationship to the other records and the parties' conduct. Aji examines how principles of civil law inform obligations under delivery contracts, whereas Sugito, Salim HS, and Wagian emphasize the protection afforded to service users when shipments are lost or delayed.[1]

Under the consensual theory of contract, the title given to a form does not, by itself, determine whether the parties are bound. The absence of the word 'contract' does not preclude the formation of an agreement. Article 1320 of the Indonesian Civil Code *(*Kitab Undang-Undang Hukum Perdata, KUHPerdata*)* requires consent, legal capacity, a definite subject matter, and a lawful cause; Article 1338 governs the binding force of valid contracts and the requirement of good-faith performance.[2] Accordingly, the inquiry into consent must focus on what the parties knew, accepted, and exchanged, rather than treating a signature in isolation from the surrounding transaction. Krisnayanti and Yanti explain the role of *consensualism*, while Nabila and Djayaputra caution that contractual freedom may produce unequal outcomes where one party unilaterally drafts the terms.[3]

This issue emerges in the original manuscript's account of a dispute between PT Sarana Daya Semesta and PT Robicom Cipta Solusindo, identified as Case No. 289/Pdt.G/2023/PN Tng. According to the authors' description, the service provider sought payment of several invoices, while the service user objected to the condition of goods received. The parties reportedly also disagreed about when the FRP had been completed and whether the form and the shipping terms were binding. This account is treated as allegations reported in the source manuscript, not as independently verified judicial findings or reasoning: the full judgment was unavailable for examination of its

---

1 Krisno Aji, "Asas Hukum Perdata Sebagai Dasar Perlindungan Hukum Dalam Perjanjian Pengiriman Barang," *Jurnal Hukum Lex Generalis* 6, no. 4 (2025), https://doi.org/10.56370/jhlg.v6i4.1916; Gea Ossita Sugito et al., "Legal Protection for Consumers in E-Commerce Expeditions," *Indonesian Journal of Law and Economics Review* 19, no. 1 (2024), https://doi.org/10.21070/ijler.v19i1.989.

2 Juan Matheus, "E-Arbitration: Digitization Of Business Dispute Resolution Pada Sektor E-Commerce Dalam Menyongsong Era Industri 4.0 Di Tengah Pandemi Covid-19," *Lex Renaissance* 6, no. 4 (2021): 692–704.

3 Gusti Ayu Sri Krisnayanti and A. A. Istri Eka Krisna Yanti, "Pengimplemetasian Asas Dalam Hukum Perikatan Khususnya Asas Konsensualisme," *Presidensial: Jurnal Hukum, Administrasi Negara, Dan Kebijakan Publik* 2, no. 1 (2025), https://doi.org/10.62383/presidensial.v2i1.496; Andita Putri Nabila and Gunawan Djayaputra, "Urgensi Pelaksanaan Kebebasan Berkontrak Dalam Merumuskan Perjanjian Guna Mewujudkan Keadilan Bagi Para Pihak," *UNES Law Review* 6, no. 2 (2023): 4072–80, https://doi.org/10.31933/unesrev.v6i2.1246.

ratio decidendi. The case-based discussion is therefore confined to identifying the legal issues and normatively evaluating the parties' possible arguments, without attributing any particular disposition to the court.

The practical significance of this dispute extends beyond the payment of outstanding invoices. If a registration document supplies the legal basis for the parties' relationship, further questions arise: were all standard terms disclosed and accepted; were the services performed to the agreed standard; how should damage to goods be established; and may a damages claim reduce or defer the service provider's receivable? These questions connect general contract law with the sector-specific regulation of delivery services. Law No. 38 of 2009 concerning Postal Services provides a particular framework of liability for services within its scope, including the safety of shipments and compensation for losses attributable to an operator's fault or negligence.[4]

Radjab and Arliyanda focus on legal protection for service users against a freight forwarder's breach; Kariza, Thalib, and Kamba examine liability for pecuniary and nonpecuniary losses; and Prasetyo, Budiono, and Sybelle address liability for lost or damaged goods. Together, these studies clarify the legal foundations of claims arising from nonperformance. They do not, however, develop an integrated test of the FRP's legal character, the enforceability of terms incorporated by reference, and the consequences of competing allegations that each company failed to perform first.[5]

From a consumer-protection perspective, Nugroho and Gunadi identify problems arising from exculpatory clauses that limit liability, while Musyafah, Khasna, and Turisno document obstacles to compensation for delivery delays. Eleanora and Dewi examine the legal implications of standard-form contracts, and Nabila and Djayaputra emphasize disparities in bargaining power in contractual drafting. These studies provide useful points of comparison. Nevertheless, the legal status of the parties to an intercorporate dispute must be established before presuming that their relationship is one involving an end consumer within the meaning of Law No. 8 of 1999.[6]

---

4 Abd. Kadir Radjab and Arliyanda, "Perlindungan Hukum Konsumen Terhadap Wanprestasi Ekspeditur," *Indonesian Journal of Intellectual Publication* 3, no. 3 (2023): 191–97, https://doi.org/10.51577/ijipublication.v3i3.435.

5 Edy Prasetyo et al., "Pertanggung Jawaban Hukum Pihak Ekspedisi Pengiriman Terhadap Barang Hilang Atau Rusak," *Jurnal Penegakan Hukum Dan Keadilan* 5, no. 1 (2024): 29–43, https://doi.org/10.18196/jphk.v5i1.18825; Andini Kariza et al., "Pertanggungjawaban Hukum Pihak Ekspedisi Terhadap Kerugian Materil Dan Imaterial Konsumen Akibat Kelalaian Dalam Pengiriman Barang," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 10081–96, https://doi.org/10.61104/alz.v3i6.2720.

6 Maria Cecilia Nugroho and Ariawan Gunadi, "Pertanggungjawaban Keperdataan Perusahaan Ekspeditur Terhadap Kerusakan Barang Dalam Proses Pengiriman Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," *Jurnal Hukum Lex Generalis* 5, no. 4 (2024), https://rewangrencang.com/ojs/index.php/JHLG/article/view/670; Aisyah Ayu Musyafah et al., "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang," *Law Reform* 14, no. 2 (2018): 151–61, https://doi.org/10.14710/lr.v14i2.20863; Fransiska Novita Eleanora and Aliya Sandra Dewi, "Pelaksanaan Perjanjian Baku Dan Akibat Hukumnya Bagi Konsumen," *Jurnal Mercatoria* 15, no. 1 (2022): 19–27, https://doi.org/10.31289/mercatoria.v15i1.6812.

Maulinasari's study of maritime carriage establishes that a carrier's obligations depend on the type of service and the duties undertaken; it does not follow, however, that every delivery arrangement is an identical 'mixed contract.' Performance may instead involve transportation, temporary storage, logistics management, or subcontracting to third parties. The proper classification must be derived from the contractual provisions and the services actually promised. Nur and colleagues' research on delivery information systems helps explain the evidentiary relevance of digital transaction records, although operational recordkeeping cannot replace a legal determination of contractual validity.[7]

The research gap lies in the insufficient integration of three questions typically examined separately: the formation of a contractual relationship through an FRP, proof of reciprocal breach through interconnected delivery records, and the availability of appropriate remedies within a single analytical framework. This article's contribution is a sequential five-stage normative test that examines formation of consent; incorporation of service terms; mapping of obligations and their chronology; proof of breach and the opposing party's defenses; and selection of remedies, including the availability of setoff. The proposed framework is the authors' analytical synthesis, not a rule expressly adopted by the court or enacted in legislation.

Against this background, the study addresses two questions. First, under what circumstances may an FRP establish a binding contractual relationship in the provision of delivery services? Second, how should liability and remedies be determined where service invoices remain unpaid and damage to goods is alleged? The study seeks to formulate criteria for document enforceability and an evidentiary matrix that properly distinguishes the right to payment, the duty to safeguard shipments, claims for damages, objections to performance, and the setoff of reciprocal debts.

## 2. RESEARCH METHODOLOGY

This study adopts a normative legal research method, using statutory and conceptual approaches. The statutory approach examines the *KUHPerdata*, particularly Articles 1238, 1243–1248, 1266–1267, 1313, 1320, 1338–1339, 1425–1426, and 1865; Law No. 38 of 2009 concerning Postal Services; Law No. 8 of 1999 concerning Consumer Protection, where applicable; and the legal regime governing electronic evidence under Law No. 11 of 2008, as most recently amended by Law No. 1 of 2024. The conceptual approach addresses *consensualism*, incorporation of standard terms, the probative value of documentary evidence, *exceptio non adimpleti contractus*, and setoff.

---

[7] Leyla Maulinasari, "General Review of Legal Relations and Responsibility of Carriers in Sea Transportation," *International Law Discourse in Southeast Asia* 1, no. 1 (2022): 79–98; Aryanto Nur et al., "Pengaruh Sistem Informasi Pada Jasa Pengiriman Barang," *Journal of Informatics and Business* 2, no. 3 (2024): 389–98.

Marzuki's methodological account is used to distinguish statutory analysis from the development of prescriptive legal conclusions.[8]

Primary legal materials are drawn from official legislation. Secondary materials comprise academic articles and books whose publication metadata were examined against publishers' websites or scholarly indexes. The discussion of Case No. 289/Pdt.G/2023/PN Tng relies on the limited account contained in the source manuscript because the complete judgment could not be independently verified. Consequently, the study does not purport to conduct a comprehensive factual analysis of the evidence, the court's reasoning, or its disposition. The materials are evaluated through grammatical and systematic interpretation, classification of the functions performed by each document, examination of the corresponding rights and obligations, and the formulation of prescriptive conclusions grounded in legally permissible alternatives.

## 3. RESEARCH RESULT AND DISCUSSION

### 3.1. The Enforceability of the FRP as a Basis for Contract Formation

As a matter of law, assessing the enforceability of an FRP requires distinguishing its administrative, evidentiary, and contract-forming functions. A form containing only a customer's identity and account number may establish that registration took place without specifying delivery obligations or prices. A form that also records assent to service terms may contribute to contract formation if consent was genuinely expressed by an authorized person and the promised performance is ascertainable. In either situation, the probative value of the form must be assessed alongside the service terms, correspondence, proof of receipt of goods, and the parties' actual performance.[9]

The first requirement of Article 1320 of the *KUHPerdata* consent cannot be established solely by producing an FRP unilaterally completed by one party. The analysis must determine who made the offer, when the service terms became available, how assent was communicated, and whether the parties objected to clauses added at a later stage. If an FRP was signed only after a series of deliveries had taken place, the possible existence of an earlier contract formed through transactional conduct must be distinguished from a subsequent variation governing future dealings. A document executed later does not automatically apply retroactively to previous transactions without evidence of agreement to that effect.

Legal capacity or authority to bind a corporation likewise cannot be reduced to checking the identity of the employee who completed the form. In business-to-business dealings, it may be necessary to identify the corporate officer or representative, the

---

[8] Peter Mahmud Marzuki, *Penelitian Hukum* (Kencana, 2017).

[9] Aji, "Asas Hukum Perdata Sebagai Dasar Perlindungan Hukum Dalam Perjanjian Pengiriman Barang."

scope of that person's authority, and the company's subsequent acceptance of the representative's conduct. This inquiry distinguishes the existence of a signature from the signatory's legal authority: proof that a signature was affixed does not, without more, establish the signer's authority to accept every clause on the company's behalf.[10]

A definite subject matter requires obligations that can be identified objectively. An FRP that provides only a customer number may not specify the goods to be shipped, destination, price, service level, delivery schedule, or packaging conditions. Such particulars may instead appear in related performance records; their connection to the FRP must then be demonstrated through transaction identifiers, account references, dates, and accompanying communications. The requirement of a lawful cause concerns the legally permissible purpose or basis of the obligation, rather than simply whether the parties act 'in good faith.' Contractual validity and the standard of good-faith performance are related but distinct inquiries.

Where service terms are printed separately from the FRP, a further issue is whether they were incorporated into the contract. Clauses limiting damages, governing claims, or prescribing deadlines for objections can bind a party only to the extent that assent is established and the terms comply with applicable law. A signature on an identification sheet does not necessarily demonstrate acceptance of conditions that were unavailable at the time of signing. The studies by Eleanora and Dewi and by Nabila and Djayaputra illustrate why standard terms must be examined not merely for their documentary existence but also for transparency and a reasonable balance of interests.[11]

Article 1338(1) of the *KUHPerdata* gives binding force to valid agreements; Article 1338(3) requires their performance in good faith; and Article 1339 permits consideration of obligations arising from propriety, custom, and law. This framework does not permit the requirements of contractual validity to be disregarded in the name of fairness, nor does it make unaccepted terms binding merely because a company uses them routinely. The principle of *pacta sunt servanda* must therefore be read together with the legal source of each obligation and the assessment of the enforceability of individual contractual clauses.[12]

An FRP must also be distinguished from an invoice. An invoice ordinarily records the amount claimed for a particular service and the relevant payment date, but whether it constitutes an acknowledgment of indebtedness depends on its wording, receipt, payment practices, and any objections. An invoice issued unilaterally establishes that payment was demanded; it does not necessarily demonstrate the recipient's agreement

---

[10] Krisnayanti and Yanti, "Pengimplemetasian Asas Dalam Hukum Perikatan Khususnya Asas Konsensualisme."

[11] Eleanora and Dewi, "Pelaksanaan Perjanjian Baku Dan Akibat Hukumnya Bagi Konsumen"; Nabila and Djayaputra, "Urgensi Pelaksanaan Kebebasan Berkontrak Dalam Merumuskan Perjanjian Guna Mewujudkan Keadilan Bagi Para Pihak."

[12] Abd. Rahman Saleh and Imam Fawaid, "Perbandingan Asas-Asas Perjanjian Dalam Akad Jual Beli Menurut Hukum Perdata Dan Hukum Islam," *Al-Hukmi: Jurnal Hukum Ekonomi Syariah Dan Keluarga Islam* 6, no. 1 (2025), https://journal.ibrahimy.ac.id/index.php/alhukmi/article/download/7091/2897.

to every component of the charge. Delivery acknowledgments, transport records, and correspondence may strengthen or undermine a claim of performance and should be assessed as a connected body of corroborating evidence.

Where an FRP, orders, and communications exist electronically, Article 5 of the Electronic Information and Transactions Law, as amended in 2024, recognizes electronic information or documents and their printouts as legally admissible evidence, subject to statutory requirements. This recognition does not create a presumption that every screenshot is authentic or that the sender of a message necessarily had authority to bind a corporation. The sender's identity, data integrity, chronology, and connection between the electronic record and the performance at issue must still be examined. A relevant insight from Nur and colleagues is that information systems improve service records, but their operational value does not itself resolve questions of legal proof.[13]

The application of consumer-protection legislation calls for additional clarification. Under Article 1(2) of Law No. 8 of 1999, a consumer is associated with the ultimate use of goods or services rather than their resale. In a dispute between two corporations using logistics services as part of their business operations, neither party should automatically be classified as an 'end consumer.' Article 18, governing standard clauses, and the broader consumer-protection provisions should therefore be considered only after the service user's legal status has been established. The work of Nugroho and Gunadi and of Musyafah and colleagues remains useful for comparative purposes, but findings concerning retail consumers cannot be transferred wholesale to business-to-business contracts.[14]

Where the services fall within the scope of postal operations under Law No. 38 of 2009, the duties relating to shipment security and compensation for loss require specific consideration. These sectoral rules do not displace contractual obligations under the *KUHPerdata*; the two frameworks must be interpreted systematically in light of the parties, type of service, claims requirements, and source of the loss. Differences between carriage, logistics management, and storage must also be identified before characterizing an arrangement as a mixed contract *(gemengde overeenkomst).* Maulinasari demonstrates that the obligations associated with carriage can be analyzed separately, but the legal classification must follow the services actually promised.[15]

The first finding is therefore that an FRP may play a significant role in contract formation and proof, but its legal effect is conditional. The principal criteria are traceable consent, authority to act, an ascertainable subject matter and price established through connected records, a lawful cause, and proof that the referenced service terms

---

13 Nur et al., "Pengaruh Sistem Informasi Pada Jasa Pengiriman Barang."

14 Nugroho and Gunadi, "Pertanggungjawaban Keperdataan Perusahaan Ekspeditur Terhadap Kerusakan Barang Dalam Proses Pengiriman Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen"; Musyafah et al., "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang."

15 Maulinasari, "General Review of Legal Relations and Responsibility of Carriers in Sea Transportation."

were incorporated into the agreement. Without such an examination, the assertion that every FRP possesses 'complete binding legal force' is overly broad and inconsistent with the nature of civil evidentiary assessment.

### 3.2. Liability for Reciprocal Breach and the Limits of Available Remedies

According to the account contained, the service provider alleged that four invoices remained unpaid, whereas the service user asserted that the goods were damaged and that its losses exceeded the invoiced amounts. Neither position can yet be treated as a judicially established fact because the full text of Tangerang District Court Decision No. 289/Pdt.G/2023/PN Tng has not been verified. The normative analysis must therefore examine each claim separately before considering whether their reciprocal character supports a defense to performance or a claim for setoff.

To substantiate a service invoice, the claimant must establish the source of the obligation to pay, the agreed tariff, proof of performance, receipt of the invoice where relevant, and the payment due date. Article 1865 of the *KUHPerdata*, concerning the burden of proof, does not allow that burden to shift automatically merely because the opposing party is alleged to have acted in bad faith. Conversely, a party alleging that goods were damaged must establish their condition before delivery to the service provider and upon receipt, when the objection was raised, documentary evidence of damage, the amount of loss, and the causal connection between the provider's conduct and the alleged damage.[16]

Article 1238 of the *KUHPerdata* establishes the framework for determining a debtor's default, whether through notice or through the nature and terms of the obligation where default arises without further demand. Article 1243 governs costs, damages, and interest for nonperformance after default has occurred under the prescribed conditions. Accordingly, the 'existence of a contract, breach, and loss' provides an initial analytical framework but should not be represented as three exhaustive elements expressly set out verbatim in Article 1243. Maturity, formal demand, force majeure, and the nature of the promised performance may also affect the legal consequences.[17]

An allegation that a shipment arrived damaged must likewise be situated within a chronology of risk: the goods' condition when accepted by the service provider, their packaging, who exercised physical custody, whether external damage to the packaging was observed, and when photographs or incident reports were prepared. If performance involved third parties, the contract must be examined to determine who remained legally obligated to the service user and whether any right of recourse exists

---

16 Prasetyo et al., "Pertanggung Jawaban Hukum Pihak Ekspedisi Pengiriman Terhadap Barang Hilang Atau Rusak."

17 Markus Suryoutomo et al., "Tanggung Jawab Perdata Dalam Kasus Wanprestasi Dan Perbuatan Melawan Hukum," *Jurnal Kolaboratif Sains* 8, no. 4 (2025): 2018–23, https://doi.org/10.56338/jks.v8i4.7261.

against another service provider. Not every instance of damage occurring within a distribution chain can automatically be attributed to the entity that issued the invoice.[18]

Articles 28–31 of Law No. 38 of 2009 add a sector-specific dimension. Rules concerning shipment claims and an operator's entitlement to accurate information from service users affect whether liability rests solely with the operator or also implicates duties owed by the sender. In substance, Article 31(1) provides for compensation for losses caused by the operator's fault and/or negligence, subject to the statutory exceptions. This is not equivalent to strict liability for every instance of damage; the original manuscript's broad characterization of strict liability in ordinary delivery disputes must therefore be qualified. Dirgantara and colleagues similarly indicate that liability without fault under Indonesian law depends on a specific legal basis.[19]

For the service user, withholding payment of all invoices on the ground that goods were damaged requires a legal justification and an assessment of proportionality. The doctrine of *exceptio non adimpleti contractus* may be relevant to reciprocal contracts where the performance demanded is sufficiently connected to the counter-performance that has not been rendered and the objection is properly made. The doctrine does not, however, automatically extinguish all service debts, particularly where different deliveries constitute separate obligations, some services have been accepted without objection, or the amount of loss remains disputed. The relationship between the suspended obligation and the other party's unperformed duty must be demonstrated.

Setoff or compensation under Article 1425 and related provisions of the *KUHPerdata* must be distinguished from an unliquidated claim for damages. Opposing claims cannot be offset merely because both parties assert that the other owes them money. The relevant criteria include mutual debts of a comparable kind that are due, enforceable, and ascertainable in amount. A claim for damaged goods whose cause and value remain contested will generally require further proof before it can support legal setoff. Thus, the proposition that Article 1425 automatically 'nets' all invoices against alleged damage cannot be sustained.

Claims for damages also require a verifiable assessment of loss. Article 1246 of the *KUHPerdata* distinguishes actual loss from anticipated profit, while Articles 1247 and 1248 address limits associated with foreseeability and the direct consequences of nonperformance, as applicable. The value of damaged goods may be supported by purchase records or quality inspections, but the amount demanded does not become certain merely because it appears in a demand letter. In this context, Suryoutomo and colleagues' work is relevant to distinguishing breach of contract from an unlawful act,

---

[18] Radjab and Arliyanda, "Perlindungan Hukum Konsumen Terhadap Wanprestasi Ekspeditur"; Kariza et al., "Pertanggungjawaban Hukum Pihak Ekspedisi Terhadap Kerugian Materil Dan Imaterial Konsumen Akibat Kelalaian Dalam Pengiriman Barang."

[19] Putra Dirgantara et al., "Penerapan Strict Liability Dan Vicarious Liability Dalam Sengketa Perdata Perbandingan Sistem Hukum Indonesia Dan Filipina," *Jurnal Ilmu Multidisiplin* 4, no. 5 (2026), https://doi.org/10.38035/jim.v4i5.1580.

while Putri addresses the need to select remedies that correspond to the legal basis of the breach.[20]

The legal consequences must not be inferred by moving directly from a finding of breach to automatic rescission. In reciprocal obligations, Articles 1266–1267 of the *KUHPerdata* concern possible specific performance, rescission or termination through the applicable procedure, and damages. Where the contract contains a dispute-resolution clause, the designated forum and the extent of its jurisdiction must be evaluated. Mediation may be pursued while preserving the distinction between acknowledging an obligation to pay and admitting liability for damage to goods. Firmansyah, Hariyanto, and Fadllan identify mediation as an alternative means of resolving disputes involving delivery services.[21]

It is equally important to distinguish legal protection in intercorporate transactions from the regime applicable to retail consumers. Sugito and colleagues and Prasetyo and colleagues address protection of service users, while Nabila and Djayaputra warn of imbalances in standard-form contracts. Corporate agreements, however, may incorporate specifically negotiated provisions regarding liability caps, insurance, or claim periods. The relevant protections must therefore be based on the parties' legal status and contractual clauses shown to be applicable, rather than on an assumed consumer classification.[22]

From an evidentiary standpoint, the distinction between 'an invoice exists' and 'the invoice must be paid in full' is as consequential as the distinction between 'the goods were damaged' and 'the service provider is liable for the damage.' The former conclusion requires proof of the relevant performance, tariff, due date, and acceptance of or objections to the service. The latter requires evidence of the goods' condition, custody, allocation of risk, handling standards, and causation. The two lines of proof may overlap, but neither can substitute for the other.

The second finding is that adjudicating allegations of reciprocal breach requires identification of the legal source of each obligation, the parties' respective performance, defenses concerning counter-performance, and the remedies available. Given the limits of the case materials, this study does not determine which party prevailed, quantify the alleged loss, or assert that the court accepted or rejected any particular FRP.

---

[20] Suryoutomo et al., "Tanggung Jawab Perdata Dalam Kasus Wanprestasi Dan Perbuatan Melawan Hukum"; Kayla Vania Gita Putri, "Pemutusan Perjanjian Secara Sepihak Dalam Hukum Perikatan Indonesia Ditinjau Dari Akibat Hukum Dan Perlindungan Terhadap Pihak Yang Dirugikan," *LETTERLIJK* 3, no. 1 (2026): 36–47.

[21] Hendri Firmansyah et al., "Mediasi Sebagai Alternative Dispute Resolution Dalam Sengketa Jasa Ekspedisi (Tinjauan Hukum Perlindungan Konsumen Dan Maqashid Syariah Pada Shopee Express Pamekasan)," *JSE: Jurnal Sharia Economica* 5, no. 1 (2026), https://jurnal.staim-probolinggo.ac.id/JSE/article/download/2960/1900.

[22] Sugito et al., "Legal Protection for Consumers in E-Commerce Expeditions"; Nabila and Djayaputra, "Urgensi Pelaksanaan Kebebasan Berkontrak Dalam Merumuskan Perjanjian Guna Mewujudkan Keadilan Bagi Para Pihak."

### 3.3. A Sequential Framework for Assessing Documentary Enforceability and Remedies

Drawing together the preceding findings, this article proposes a sequential five-stage test. The model does not establish a new rule of positive law; rather, it provides an analytical framework to prevent the assessment of an FRP and reciprocal breach from resting on a single document or an assumed legal consequence. Each stage poses a distinct question and should be addressed in sequence to avoid premature conclusions.

**Table 1.** *Five-stage normative framework for assessing an FRP and reciprocal breach*

| Stage | Focus of inquiry | Evidentiary implications |
|---|---|---|
| I. Formation of assent | FRP; time of acceptance; signatory's identity and authority | Administrative registration must be distinguished from contractual assent |
| II. Incorporation of terms | Standard clauses, charges, delivery standards, and the timing and manner of disclosure | Terms not accepted cannot be presumed automatically binding |
| III. Mapping performance | FRP, delivery receipts, waybills, invoices, correspondence, and evidence of handover | Services rendered and payment obligations must be assessed transaction by transaction |
| IV. Assessment of breach | Due dates, formal demand where required, condition of goods, objections, and causation | Invoice claims and allegations of damage must be proved independently |
| V. Proportionate remedies | Specific performance, damages, rescission, suspension, and setoff | Setoff is unavailable where the statutory requirements for the competing claim remain unmet |

This model clarifies the article's contribution to existing scholarship. Whereas earlier studies primarily examine lost goods, delivery delays, or exclusion clauses, the proposed framework begins with the process of assent to the FRP and concludes with the legal availability of an appropriate remedy. The FRP is therefore not reduced to an administrative issue, and an allegation of damage to goods is not treated as an immediate basis for extinguishing receivables whose enforceability remains to be determined.

For service providers, the model underscores the need to retain the precise version of the service terms accepted and to link each FRP to the corresponding order and delivery record. For service users, it emphasizes documenting objections and the condition of the goods from the time of delivery, rather than merely alleging loss after receiving an invoice. For adjudicators, it separates the burden of proof associated with each claim, enabling judicial reasoning to explain, step by step, why particular documents, alleged breaches, and remedies are accepted or rejected.[23]

[23] Eleanora and Dewi, "Pelaksanaan Perjanjian Baku Dan Akibat Hukumnya Bagi Konsumen"; Prasetyo et al., "Pertanggung Jawaban Hukum Pihak Ekspedisi Pengiriman Terhadap Barang Hilang Atau Rusak."

## 4. CONCLUSION

First, a Customer Registration Form may provide a basis for forming or proving a delivery-service contract where its content and the circumstances of its use establish valid consent. Its enforceability is determined not by the form's title but by evidence of mutual assent, authority to act, ascertainable performance obligations, a lawful cause, and incorporation of the referenced service terms. FRPs, invoices, delivery receipts, and communications perform distinct evidentiary functions. It is therefore inappropriate to assume that every FRP is fully binding or that all standard terms were automatically accepted.

Second, where reciprocal breach is alleged, claims for unpaid invoices and damage to goods must be examined separately against the source of each obligation, performance, default, causation, and provable loss. The withholding of payment under *exceptio non adimpleti contractus* requires an inquiry into the connection between reciprocal obligations, while a disputed damages claim does not automatically give rise to setoff. The article's contribution is a five-stage framework integrating contract formation, incorporation of terms, mapping of obligations, proof of breach, and selection of proportionate remedies. Applying this framework to Case No. 289/Pdt.G/2023/PN Tng remains contingent on comparison with the complete judgment and the FRP documents submitted in the proceedings.

## REFERENCES

### Books

Marzuki, Peter Mahmud. *Penelitian Hukum*. Kencana, 2017.

### Journals

Aji, Krisno. "Asas Hukum Perdata Sebagai Dasar Perlindungan Hukum Dalam Perjanjian Pengiriman Barang." *Jurnal Hukum Lex Generalis* 6, no. 4 (2025). https://doi.org/10.56370/jhlg.v6i4.1916.

Dirgantara, Putra, Cheryl Nathania, Heigel Parodi Ritonga, Nicole Eugenia Yuri, and Oky Annisa Rizky Noer Janah. "Penerapan Strict Liability Dan Vicarious Liability Dalam Sengketa Perdata Perbandingan Sistem Hukum Indonesia Dan Filipina." *Jurnal Ilmu Multidisiplin* 4, no. 5 (2026). https://doi.org/10.38035/jim.v4i5.1580.

Eleanora, Fransiska Novita, and Aliya Sandra Dewi. "Pelaksanaan Perjanjian Baku Dan Akibat Hukumnya Bagi Konsumen." *Jurnal Mercatoria* 15, no. 1 (2022): 19–27. https://doi.org/10.31289/mercatoria.v15i1.6812.

Firmansyah, Hendri, Erie Hariyanto, and Fadllan. "Mediasi Sebagai Alternative Dispute Resolution Dalam Sengketa Jasa Ekspedisi (Tinjauan Hukum Perlindungan Konsumen Dan Maqashid Syariah Pada Shopee Express Pamekasan)." *JSE: Jurnal*

*Sharia Economica* 5, no. 1 (2026). https://jurnal.staim-probolinggo.ac.id/JSE/article/download/2960/1900.

Kariza, Andini, Mutia Cherawaty Thalib, and Sri Nanang Meiske Kamba. "Pertanggungjawaban Hukum Pihak Ekspedisi Terhadap Kerugian Materil Dan Imaterial Konsumen Akibat Kelalaian Dalam Pengiriman Barang." *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 6 (2025): 10081–96. https://doi.org/10.61104/alz.v3i6.2720.

Krisnayanti, Gusti Ayu Sri, and A. A. Istri Eka Krisna Yanti. "Pengimplemetasian Asas Dalam Hukum Perikatan Khususnya Asas Konsensualisme." *Presidensial: Jurnal Hukum, Administrasi Negara, Dan Kebijakan Publik* 2, no. 1 (2025). https://doi.org/10.62383/presidensial.v2i1.496.

Matheus, Juan. "E-Arbitration: Digitization Of Business Dispute Resolution Pada Sektor E-Commerce Dalam Menyongsong Era Industri 4.0 Di Tengah Pandemi Covid-19." *Lex Renaissance* 6, no. 4 (2021): 692–704.

Maulinasari, Leyla. "General Review of Legal Relations and Responsibility of Carriers in Sea Transportation." *International Law Discourse in Southeast Asia* 1, no. 1 (2022): 79–98.

Musyafah, Aisyah Ayu, Hardanti Widya Khasna, and Bambang Eko Turisno. "Perlindungan Konsumen Jasa Pengiriman Barang Dalam Hal Terjadi Keterlambatan Pengiriman Barang." *Law Reform* 14, no. 2 (2018): 151–61. https://doi.org/10.14710/lr.v14i2.20863.

Nabila, Andita Putri, and Gunawan Djayaputra. "Urgensi Pelaksanaan Kebebasan Berkontrak Dalam Merumuskan Perjanjian Guna Mewujudkan Keadilan Bagi Para Pihak." *UNES Law Review* 6, no. 2 (2023): 4072–80. https://doi.org/10.31933/unesrev.v6i2.1246.

Nugroho, Maria Cecilia, and Ariawan Gunadi. "Pertanggungjawaban Keperdataan Perusahaan Ekspeditur Terhadap Kerusakan Barang Dalam Proses Pengiriman Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *Jurnal Hukum Lex Generalis* 5, no. 4 (2024). https://rewangrencang.com/ojs/index.php/JHLG/article/view/670.

Nur, Aryanto, Ridwan Izza Aditya, Finar Al Khori, and Halby Sifandri. "Pengaruh Sistem Informasi Pada Jasa Pengiriman Barang." *Journal of Informatics and Business* 2, no. 3 (2024): 389–98.

Prasetyo, Edy, Arief Budiono, and Jan Alizea Sybelle. "Pertanggung Jawaban Hukum Pihak Ekspedisi Pengiriman Terhadap Barang Hilang Atau Rusak." *Jurnal Penegakan Hukum Dan Keadilan* 5, no. 1 (2024): 29–43. https://doi.org/10.18196/jphk.v5i1.18825.

Putri, Kayla Vania Gita. "Pemutusan Perjanjian Secara Sepihak Dalam Hukum Perikatan Indonesia Ditinjau Dari Akibat Hukum Dan Perlindungan Terhadap Pihak Yang Dirugikan." *LETTERLIJK* 3, no. 1 (2026): 36–47.

Radjab, Abd. Kadir and Arliyanda. "Perlindungan Hukum Konsumen Terhadap Wanprestasi Ekspeditur." *Indonesian Journal of Intellectual Publication* 3, no. 3 (2023): 191–97. https://doi.org/10.51577/ijipublication.v3i3.435.

Saleh, Abd. Rahman, and Imam Fawaid. "Perbandingan Asas-Asas Perjanjian Dalam Akad Jual Beli Menurut Hukum Perdata Dan Hukum Islam." *Al-Hukmi: Jurnal Hukum Ekonomi Syariah Dan Keluarga Islam* 6, no. 1 (2025). https://journal.ibrahimy.ac.id/index.php/alhukmi/article/download/7091/2897.

Sugito, Gea Ossita, Salim HS, and Diangsa Wagian. "Legal Protection for Consumers in E-Commerce Expeditions." *Indonesian Journal of Law and Economics Review* 19, no. 1 (2024). https://doi.org/10.21070/ijler.v19i1.989.

Suryoutomo, Markus, Mohammad Solekhan, Sri Murni, Hamdani, and Saryana. "Tanggung Jawab Perdata Dalam Kasus Wanprestasi Dan Perbuatan Melawan Hukum." *Jurnal Kolaboratif Sains* 8, no. 4 (2025): 2018–23. https://doi.org/10.56338/jks.v8i4.7261.