



Legal Certainty and the Position of Driver-Partners in the Digital Platform Ecosystem

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Abstract

Background: The rapid growth of online ride-hailing platforms in Indonesia has produced millions of driver-partners whose working arrangements do not fully align with existing legal categories. The prevailing debate tends to frame platform partners as being in an employment relationship under Law Number 13 of 2003 on Manpower. This study argues that such an approach is conceptually flawed because not all elements of an employment relationship, particularly wages and the element of command or subordination, are cumulatively satisfied in the relationship between platform operators and their driver-partners.

Methods: Using a normative juridical method with conceptual, statutory, and comparative approaches, this article demonstrates that digital platform partners are, in fact, more accurately characterized as micro-business actors as defined under Law Number 20 of 2008 on Micro, Small, and Medium Enterprises (MSMEs), given that they own their operational assets, provide services directly to consumers, are free to accept or reject orders, and independently bear business risks.

Results: The implication of this reconstruction is that MSME regulation, particularly Government Regulation Number 7 of 2021 and existing partnership schemes, provides a more relevant legal basis for protecting platform partners than the Manpower Law.

Conclusion: The article concludes by formulating a direction for *ius constituendum*, namely, the need to recognize the category of "platform partner" as a subcategory of micro-business actors equipped with minimum social security protections and fair partnership standards. These findings carry direct implications for Indonesian regulatory reform, particularly in formulating a legal framework grounded in the MSME partnership paradigm as a basis for *ius constituendum* that is both normatively sound and practically responsive to the realities of the digital platform economy.

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INTRODUCTION

In the past decade, ride-hailing platforms (online transportation platforms) such as Gojek, Grab, Maxim, and others have fundamentally transformed Indonesia's urban transportation landscape (Amrullah et al., 2026; Chen et al., 2025; Soulthoni et al., 2025). As of 2023, more than four million active drivers are registered as partners on various online transportation platforms, making them the largest informal labor group operating under the umbrella of technology (Muhyiddin, 2023).

Globally, this phenomenon is known as the gig economy, in which digital platforms serve

as intermediaries between individual service providers and end consumers (Muntaha, 2024). Amid this massive growth, a fundamental question that remains unanswered in the Indonesian legal system is: What is the legal status of digital platform driver-partners? Are they workers entitled to all protections under the Manpower Law? Or are they independent business partners subject to a different legal regime? Alternatively, is a separate legal framework necessary, one that does not yet exist?

This ambiguity of status is not merely an academic issue; it has a direct impact on the lives of millions of people. It raises questions as to whether driver-partners are entitled to minimum wages, holiday allowances, mandatory social security, and protection from unilateral termination by the platform. This legal uncertainty also frequently gives rise to conflicts between platforms and driver-partners and has become the subject of intense public debate.

A trend that has recently emerged in policy discourse and public forums in Indonesia is to view platform driver-partners through the lens of Law Number 13 of 2003 concerning Manpower (the Manpower Law). This approach essentially seeks to classify platform driver-partners within the framework of an existing employment relationship, with the consequence that they would be entitled to legal protections comparable to those afforded to workers or laborers generally. This article argues that such an approach contains fundamental conceptual weaknesses because, upon closer examination, not all elements required to establish an employment relationship under the Manpower Law are cumulatively satisfied in the relationship between driver-partners and platforms.

On the contrary, this article argues that the relationship between driver-partners and platforms, when analyzed under the current laws and regulations in Indonesia, is more appropriately constructed through the legal framework governing micro-business actors (Khoirunnisa & Rahayu, 2026). Upon careful examination, digital platform driver-partners meet the elements of micro-business actors as stipulated in Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises (MSMEs). They possess their own operational assets in the form of vehicles, provide services directly to consumers, independently bear business risks, and retain substantial autonomy in managing their business activities.

The implications of this legal reconstruction are significant. Legal protection for platform driver-partners should be built upon the legal framework governing MSMEs and business partnerships rather than forcing them into an employment relationship framework whose normative elements are not fully satisfied (Hadiati et al., 2023; Hasibuan, 2024; Kilhoffer et al., 2017). This, in turn, constitutes the direction of the *ius constituendum* formulated in this article, namely, the recognition of platform driver-partners as a subcategory of micro-business actors equipped with proportionate and adequate minimum social security protections.

It should also be noted that, in recent developments, there has been discourse at the government level concerning the regulation of the status of platform driver-partners through a specific Presidential Regulation. This discourse essentially acknowledges that the existing regulatory framework has not been able to adequately address this issue and is therefore consistent with the basic premise of this article. However, this article does not specifically discuss the draft regulation, considering that its substance was not officially available at the time of writing. The analysis in this article focuses on the legal framework currently in force that is relevant to the partner-platform relationship, as a normative basis that can serve as a reference for the formulation of such special regulations in the future.

The novelty of this study lies in its systematic normative analysis, which departs from the prevailing discourse. While previous studies have debated the legal status of platform driver-partners primarily within the framework of employment relationships, this article is the first to comprehensively examine all cumulative elements of an employment relationship under the Manpower Law against the factual characteristics of the partner-platform relationship and, upon finding that those elements are not cumulatively satisfied, to reconstruct the legal status of driver-partners through the MSME framework as a normatively grounded alternative. This dual analytical movement—deconstructing the claim that an employment relationship exists, followed by an affirmative construction of legal status under MSME law—constitutes the distinctive scholarly contribution of this article to Indonesian legal scholarship on the *gig economy*.

Based on the foregoing background, this study formulates the following research question:

“What is the proper legal construction of the status of digital platform driver-partners in the Indonesian legal system, considering the incompatibility between the parameters of an employment relationship under the Manpower Law and the characteristics of digital platform-based relationships?”

This research carries both theoretical and practical significance. Theoretically, it contributes to the development of Indonesian legal scholarship by offering a normative framework for classifying new forms of economic relationships emerging from digital platform ecosystems, thereby addressing a conceptual gap in the existing literature. Practically, the study provides a concrete basis for policymakers, legislators, and regulatory bodies to formulate legal protections for platform driver-partners that are both normatively consistent with the existing legal hierarchy and responsive to the socioeconomic realities of Indonesia’s digital labor market.

To answer this question, the discussion in this article proceeds in three stages: first, whether the elements of an employment relationship under the Manpower Law are satisfied in the partner-platform relationship; second, whether constructing platform driver-partners as micro-business actors is more normatively appropriate under the MSME Law and Government Regulation Number 7 of 2021; and third, what direction the appropriate *ius constituendum* should take, with reference also to regulatory experiences in several other countries. These three aspects constitute a series of interconnected arguments that are inseparable in answering the research question above.

METHOD

This research was a normative legal study that examined legal norms, principles, and constructions as the main objects of analysis. The choice of a normative approach was based on the consideration that the problem being studied concerned legal classification and construction, namely, how existing positive laws should be interpreted and developed to accommodate new phenomena.

Three approaches were used synergistically. First, a conceptual approach was used to examine the key legal concepts that were points of dispute: “employment relationships,” “orders/subordination,” “wages,” “micro-business actors,” and “business partnerships.”

Second, a legislative approach was used to analyze the norms contained in the Manpower Law, the MSME Law, Government Regulation Number 7 of 2021, the Job Creation Law, and other related regulations to identify existing gaps and inconsistencies.

Third, a comparative approach was used to examine how other jurisdictions, such as the United Kingdom, the European Union, the United States (California), France, and Singapore, addressed the issue of the legal status of digital platform partners in order to identify lessons relevant to the Indonesian context.

The legal materials consisted of three layers: (a) primary legal materials, including laws and regulations, platform partnership agreements, and relevant court decisions; (b) secondary legal materials, including legal doctrines, scholarly journals, and reports from international institutions; and (c) tertiary legal materials in the form of dictionaries and legal encyclopedias. The collection of legal materials was conducted through the following systematic procedures: (1) inventorying all relevant statutory instruments from official government repositories and legal databases; (2) examining platform partnership agreements obtained from publicly accessible platforms and academic secondary sources; (3) systematically searching scholarly journals and institutional reports using keyword-based queries in legal databases (HeinOnline, Google Scholar, and the Garuda Portal), with filters for publication year, jurisdiction, and topic relevance; and (4) cross-referencing secondary and tertiary materials to ensure the consistency and completeness of the normative analysis. Once collected, the legal materials were analyzed through the following stages: first, inventorying and systematizing relevant norms by subject matter and hierarchical level; second, classifying legal norms according to their relevance to the research problem; third, interpreting legal norms through grammatical, systematic, and teleological methods to determine their scope and application to the partner-platform relationship; fourth, conducting comparative analyses across jurisdictions to identify structural similarities, differences, and the transferability of regulatory models; and fifth, drawing normative conclusions regarding the most appropriate legal construction and the direction of *ius constituendum*.

RESULTS AND DISCUSSION

Results

Questioning the Relevance of the Labor Law: Why the Construction of Employment Relations Is Not Appropriate

The Three Elements of Employment Relations and How They Work

Article 1(15) of the Manpower Law defines an employment relationship as a relationship between an employer and a worker/laborer based on an employment agreement that contains the elements of work, wages, and orders. These three elements are cumulative, meaning that a relationship can be qualified as an employment relationship only if all three are fulfilled simultaneously, rather than merely one or two of them.

In practice, proof of an employment relationship is carried out by examining whether there are: (i) employment agreements, whether written or oral, that stipulate the rights and obligations of the parties; (ii) wages paid periodically in return for work; and (iii) orders or instructions from the employer reflecting the existence of subordination in the relationship. These three elements are interrelated and form a framework of relations that structurally places workers under the authority of the employer (Syarif, 2022).

Element of Wages: Driver Partners Do Not Receive Wages in the Sense of the Labor Law

Article 1(30) of the Manpower Law defines wages specifically as the rights of workers received in return for work from employers and determined based on employment agreements, agreements, or laws and regulations. The term “determined” indicates that the amount and terms of payment are established within the employment relationship, rather than being determined solely by market conditions or by the results of individual services successfully completed.

What platform driver-partners receive from the platform is not a wage in this sense. Driver-partner earnings are derived from per-trip rates set by the platform's algorithm based on factors such as distance and market demand, less platform commissions. This constitutes variable remuneration for services, depending largely on the number of orders received and completed, and is more analogous to business income than to wages paid to workers on an hourly or monthly basis.

Furthermore, driver-partners are not entitled to the state-guaranteed minimum wage, do not receive holiday allowances, do not receive overtime allowances, and there is generally no platform obligation to make payments if a driver-partner does not provide services on a particular day. This is fundamentally different from the wage scheme in an employment relationship, in which an employer is generally subject to wage-payment obligations even when, under certain circumstances prescribed by law, a worker is unable to perform work.

Command/Subordination Element: Platforms Govern the Ecosystem, Not Control the Way They Work

The element of orders in an employment relationship requires the existence of subordination, namely the employer's authority to govern and supervise the manner in which work is performed, rather than merely determining the desired result (Muntaha, 2024). This is a conceptually important distinction: a client engaging an independent contractor generally determines the desired end result (the house is built, the goods are delivered, or the passengers reach their destination), whereas an employer exercises authority over how the work is carried out.

In the relationship between partners and platforms, the platform does set service standards, such as rating thresholds and appearance or conduct requirements, as well as determining service tariffs (Faisal et al., 2026). However, the platform does not specify the route that a driver must take, does not require specific working hours, and does not generally regulate how partners communicate or interact with passengers. More fundamentally, partners are free to decline orders or not operate at all on a given day without having to provide a reason. This degree of freedom is not ordinarily characteristic of conventional employment relationships, in which

workers are generally subject to schedules, attendance requirements, and other forms of employer control.

Algorithmic regulation by platforms is often debated as a form of digital control equivalent to employer commands. Nevertheless, this argument needs to be carefully tested (Prehatini & Devi, 2025). The platform's algorithm regulates aspects of the supply-and-demand ecosystem, but this does not necessarily mean that it governs how partners perform their services. This can be analogized to arrangements made by markets or exchanges: for example, a stock exchange establishes the rules governing the trading of securities, but it does not ordinarily direct how individual investors buy or sell their shares. Furthermore, it is important to distinguish algorithmic rate-setting from legal subordination. The platform may set the price or tariff for a service without necessarily controlling the manner in which that service is performed. This is analogous to a government regulating maximum taxi fares without thereby becoming the employer of taxi drivers. The legal test for subordination requires the controlling party to exercise authority over the actual execution and method of work, rather than merely over its economic parameters. In the partner-platform relationship, the platform does not, on the facts described above, prescribe in detail how partners must perform their services. Accordingly, algorithmic pricing, standing alone, does not satisfy the subordination element of an employment relationship.

Partnership Agreement as a Starting Point for Legal Construction

Formally, the relationship between the platform and the driver-partner is based on a partnership agreement, not an employment agreement. In such agreements, the platform typically states that the partners are independent service providers rather than workers, and that the relationship is not an employment relationship.

Of course, such a clause cannot be conclusive: the nature of a legal relationship is determined not solely by its contractual designation but also by its substantive characteristics. At a minimum, however, this formal framing reflects a transactional structure that is conceptually closer to a business relationship between business actors than to an employment relationship between employers and workers (Husnaini, 2025). As described above, substantive analysis also indicates that not all elements of an employment relationship are necessarily satisfied.

In substance, platform partnership agreements in Indonesian digital transportation platforms typically provide: (a) independent status for the partner as an autonomous service provider; (b) freedom to accept, decline, or ignore order requests without penalty; (c) no minimum working-hour obligations; and (d) the partner's independent responsibility for vehicle maintenance, fuel, and operational costs. The legal basis for treating such agreements as partnerships—rather than employment contracts—is grounded in Article 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *KUH Perdata*), which recognizes the binding force of validly concluded agreements, read in conjunction with Articles 1 and 6 of the MSME Law, which recognize individual productive business activities as legitimate forms of micro-enterprise activity. This legal basis supports the argument that the partnership framing is not merely a contractual label but a normatively defensible classification.

Alternative Construction: Platform Driver-Partners as Micro Enterprises

Definition and Criteria for Micro Business Actors

Law Number 20 of 2008 concerning MSMEs defines micro-enterprises as productive businesses owned by individuals and/or individual business entities that meet the statutory criteria concerning net worth and/or annual sales. This definition does not require the business to take the form of a separate legal entity; therefore, individual businesses fall within its scope.

Substantively, micro-business actors are characterized by: (a) small business scale with limited capital and turnover; (b) independent ownership of business assets; (c) autonomous business decision-making; (d) the business actor's assumption of business risk; and (e) a direct relationship between the business actor and end consumers. These characteristics can then be tested against the factual features of the platform-partner relationship.

Platform Driver Partners Meet the Elements of Micro Business Actors

At least five normative and factual indicators demonstrate that digital-platform driver-

partners may be more appropriately characterized as micro-business actors than as workers.

First, ownership of operational assets. Platform driver-partners generally own the vehicles used as their principal operational assets. Operational costs, including fuel, maintenance, and vehicle insurance, are borne independently by the driver-partner. This differs from conventional workers who may use employer-owned tools and equipment. Ownership of the principal means of production is therefore one indicator supporting the characterization of partners as independent business actors.

Second, direct relationships with consumers. Platform driver-partners provide transportation services directly to consumers (passengers), rather than providing labor directly to the platform as an employer. Platforms primarily function as technology intermediaries that connect partners with consumers, similar to the role of marketplaces that connect sellers with buyers. On this construction, partners occupy the position of service providers rather than production inputs of the platform.

Third, autonomy in managing the business. Partners have substantial freedom to determine their working hours, operating areas, and the number of trips they accept each day. In practice, partners may also join more than one platform simultaneously, a form of economic activity that is difficult to reconcile with the exclusivity and control ordinarily associated with a conventional employment relationship.

Fourth, assumption of business risk. The risk of not receiving orders, the risk of accidents while providing services, and the risk of vehicle depreciation are substantially borne by the partner. The platform does not provide a guaranteed minimum income, does not generally bear the partner's vehicle repair costs, and does not assume all operational risks associated with the partner's business activities. This is characteristic of a business actor who independently bears business risk.

Fifth, micro-business scale. Driver-partner income data shows varied monthly income, generally ranging from IDR 2 million to IDR 6 million for standard and medium-category partners, depending on the region, working hours, and number of orders completed. This figure is far below the annual sales threshold for the micro-enterprise category stipulated in Government Regulation Number 7 of 2021, which sets a maximum annual sales criterion of IDR 2 billion. Thus, on the basis of annual sales alone, platform partners may fall within the category of micro-business actors.

The Relevance of Government Regulation Number 7 of 2021 and the Partnership Scheme

If platform driver-partners are characterized as micro-business actors, the relationship between the partner and the platform should be regulated within the framework of business partnerships as stipulated in Government Regulation Number 7 of 2021 concerning the Facilitation, Protection, and Empowerment of Cooperatives and Micro, Small, and Medium Enterprises.

Government Regulation Number 7 of 2021 regulates various partnership patterns between large and/or medium enterprises and micro and small enterprises, including *inti-plasma* (core-plasma), subcontracting, franchising, general trading, distribution and agency, as well as other forms of partnership. Digital platforms could potentially be structured as partners under an agency or distribution model for services, under which partners act as independent service providers who provide transportation services to consumers through the platform's technology infrastructure ([Sariana et al., 2025](#)).

This partnership construction provides several normative advantages. First, its form is consistent with the substantive characteristics of the partner-platform relationship. Second, it opens access for partners to rights and facilities provided by law to MSMEs, such as access to capital, business assistance, and licensing facilitation. Third, it permits the establishment of minimum partnership standards without having to characterize the relationship as an employment relationship that has not been juridically established. An essential prerequisite under the PP 7/2021 framework is that the partnership be established between a large or medium enterprise and a micro or small enterprise. Digital transportation platforms such as GoTo Group (Gojek's parent company) and Grab Holdings qualify as large enterprises under the relevant statutory framework if they satisfy the applicable criteria. GoTo Group, for example, reported total revenues exceeding IDR 10 trillion in 2023, substantially above the IDR 50 billion annual-sales

ceiling applicable to medium enterprises under PP 7/2021. This supports the argument that the enterprise-side prerequisite for a partnership may be satisfied. Additionally, the partnership must adhere to principles of mutual benefit, mutual strengthening, and mutual need—principles that the *ius constituendum* framework should operationalize through minimum standards in platform partnership agreements, including transparent tariff-setting, balanced termination mechanisms, and accessible dispute-resolution mechanisms for driver-partners.

Comparative Perspective: The Experiences of Other Countries

UK: Worker Category as a Middle Way

The British Supreme Court's decision in *Uber BV v Aslam* in 2021 provides an important precedent demonstrating that platform drivers can be categorized as “workers,” a legal category that sits between “employees” and “independent contractors.” As workers, drivers are entitled to protections including the national minimum wage and paid annual leave, but they do not possess the full range of rights applicable to employees (Indrawan et al., 2025).

This British approach is interesting because it shows that when existing legal categories are no longer able to accommodate new realities, the legal system can recognize distinct intermediate categories rather than forcing a relationship into an inappropriate framework. For the purposes of this article's argument, the UK “worker” category serves as a comparative reference point that supports the central thesis: when the binary distinction between “employee” and “independent contractor” proves inadequate, the law may need to develop a more fitting category. The Indonesian equivalent proposed here is to recognize platform driver-partners as a distinct subcategory of micro-business actors, rather than as either full employees under the Manpower Law or entirely unprotected independent contractors. This is the legal construction that this article advances as the most normatively appropriate solution.

European Union: Presumption of Employment Relations and Its Limitations

The European Union adopted Directive (EU) 2024/2831 on improving working conditions in platform work, following the earlier 2021 proposal. The Directive establishes a rebuttable legal presumption of an employment relationship where facts indicating direction and control are found, subject to the conditions established under national law. The burden of rebutting the presumption rests on the digital labor platform.

This EU approach rests, in part, on the premise that employment-related obligations can be imposed on platforms while preserving the sustainability of the platform-work model. That premise needs to be reassessed when applied to different market contexts. This approach may be less suitable for the Indonesian context for three reasons. First, the EU regulatory framework was designed for Member States with substantially different income levels and social-protection systems, meaning that the economic consequences of employer-level obligations may differ significantly from those in Indonesia. Second, Indonesia's online transportation sector serves a predominantly lower-income user base; any substantial increase in operating costs may disproportionately affect groups that depend heavily on these services. Third, an employment-presumption model may place significant financial and administrative obligations on platforms, potentially creating particular challenges for smaller domestic platforms. Therefore, the EU employment-presumption model should not automatically be treated as an appropriate benchmark for Indonesian regulatory design.

California: The Dynamics of the ABC Test and Proposition 22

California, through Assembly Bill 5 (AB 5), which took effect in 2020, established the ABC test for determining whether a worker is an employee or an independent contractor, subject to statutory exemptions. Under the test, a worker is generally presumed to be an employee unless the hiring entity establishes that: (A) the worker is free from the control and direction of the hiring entity in connection with the performance of the work; (B) the worker performs work outside the usual course of the hiring entity's business; and (C) the worker is customarily engaged in an independently established trade, occupation, or business. The second prong is particularly difficult for transportation platforms to satisfy when passenger transportation is considered part of their ordinary business.

California subsequently created a major exception for app-based transportation and delivery drivers through Proposition 22, adopted in 2020. Proposition 22 classified covered drivers as independent contractors while establishing specified minimum earnings and other protections. The California regulatory experience therefore demonstrates the difficulty of applying a rigid binary classification system to platform work and the subsequent need to develop sector-specific rules.

France and Singapore: Social Protection Without Status Reclassification

France has taken a pragmatic path by retaining the distinct legal status of platform workers while providing certain social protections through the Labour Code, including coverage relating to occupational accidents, collective organization, and access to professional training (Endah Pertiwi et al., 2025). This approach is interesting because it separates legal status from legal rights: a person does not necessarily need to be classified as an employee to receive certain forms of social protection.

Singapore, through its Platform Workers Act 2024, has likewise created a distinct legal category of “platform workers” rather than automatically classifying such individuals as employees. The framework provides specific protections concerning CPF contributions, work-injury compensation, and representation rights. The Act's key protections came into effect on January 1, 2025. This approach, in principle, separates legal status from social-protection rights: an individual does not necessarily need to be classified as an employee to receive specific forms of social security or statutory protection.

Contextual Limitations of Foreign Regulatory Models: A Socioeconomic Analysis of the Indonesian Market

The comparative review above provides a rich picture but, at the same time, reminds us that regulation cannot be transferred from one context to another without taking into account the differences in the social and economic conditions underlying each system. There is one fundamental difference between Indonesia and the countries discussed above: the market segments and social functions of online transportation services in Indonesia are fundamentally different.

In European countries and the United States, ride-hailing services such as Uber and Lyft are generally used by middle- and upper-income groups that value the convenience of app-based services as an alternative to public transportation that is relatively available and adequate. In other words, the service is often discretionary and convenience-oriented: users choose to pay for additional convenience, direct travel, time savings, and other benefits rather than because no alternative transportation options exist.

Conditions in Indonesia are fundamentally different. Public transportation infrastructure in many cities, including major cities outside Greater Jakarta, has not been able to adequately meet the mobility needs of the community (Ramadhanni et al., 2026). Under such conditions, online transportation services are no longer merely a lifestyle choice but have become daily necessities for many users, particularly lower-middle-income people who need affordable, flexible, and easily accessible means of transportation (Tyas et al., 2025). Online transportation, in this context, effectively fills the gap left by limitations in public transportation.

The same applies to the drivers' side. In countries with high minimum wages and strong social safety nets, driving for platforms may function as an additional or transitional employment option. In Indonesia, for millions of partners, online transportation work is a primary, if not the only, source of income supporting their families' livelihoods. This means that the level of economic dependence of partners on the platform ecosystem may be substantially higher than that experienced by platform workers in some of the countries used for comparison.

These contextual differences have real regulatory implications. If Indonesia adopts a regulatory approach that requires platforms to bear the obligations of employers, as contemplated by the EU employment-presumption framework, the impact will not necessarily stop at increased operating costs for the platforms. The end result may be an increase in service rates, potentially making online transportation less affordable for the communities that depend on it most. At the same time, if stricter regulations encourage platforms to reduce the number of

active partners, the effects would extend beyond employment statistics to millions of families that rely on income from online transportation as their primary source of livelihood.

Therefore, the lesson that can be learned from the comparative experience above is not to adopt the regulatory models of other countries directly, but to adopt the underlying principle that protection for platform partners can and should be provided without necessarily transforming the existing legal construction into an employment relationship. This approach is particularly relevant to Indonesia and, as will be outlined in the following sections, the existing MSME legal framework offers a potentially more appropriate foundation for addressing Indonesia's market and social needs.

Discussion

Legal Implications of Partner Status Reconstruction

If the status of platform driver-partners is recognized and regulated under the MSME legal framework, there are at least four significant legal implications.

First, social security through the non-worker BPJS pathway. Based on Government Regulation Number 44 of 2015 and Presidential Regulation Number 82 of 2018, independent business actors can register themselves as participants in BPJS Employment and BPJS Health under the category of "non-wage earners." This allows driver-partners to obtain work accident insurance and old-age security coverage without having to establish an employment relationship with the platform. The platform may also be required to contribute to the payment of premiums as part of its partnership obligations.

Second, tax facilitation through the MSME regime. As micro-business actors, partners may be subject to a final income tax rate of 0.5% of gross turnover under Government Regulation Number 23 of 2018. This is fairer and simpler than the ordinary income tax regime applicable to wage earners. The platform can assist with tax administration as part of its partnership services.

Third, minimum partnership standards. Government Regulation Number 7 of 2021 provides a legal basis for establishing minimum standards for partnership agreements between platforms (large businesses) and partners (micro-business actors).

Fourth, access to the MSME empowerment ecosystem. As micro-business actors, partners are eligible for various MSME empowerment programs organized by the government, including access to People's Business Credit (KUR), entrepreneurship training, business certification, and marketing facilitation. This opens up opportunities for partners to develop their business capacity beyond merely providing passenger transportation services.

Summary of the *Ius Constituendum*

Based on the above analysis, this article formulates the following framework for the *ius constituendum* as a proposed direction for legal reform aimed at protecting digital platform driver-partners in Indonesia.

Recently, both media reports and statements by government officials have reflected growing discourse regarding the issuance of a Presidential Regulation specifically regulating the status of platform driver-partners. There are at least two directions in this emerging discourse: first, draft regulations that focus on the technical and economic protection of partners, such as profit-sharing schemes and expanded access to social security; and second, a draft regulation that would specifically classify platform drivers as micro, small, and medium-sized business actors, which remains in the discussion and interministerial coordination stage. As of the time this article was written, neither of these drafts had been officially promulgated. Their substantive contents were therefore not yet officially available to serve as the direct object of normative analysis.

The emergence of this discourse is essentially commendable because it recognizes that the existing regulatory framework has not been able to adequately address the issue of the legal status of partners, consistent with the basic premise of this article. However, this article deliberately does not address these drafts specifically because their substantive contents were not officially available at the time of writing. The analysis in this article is therefore focused on the legal framework currently in force and relevant to the partner-platform relationship, with the aim of providing a normative foundation that can serve as a reference for formulating such special regulations in the future, regardless of the final form chosen by the government.

Regardless of the final legal category chosen—whether the relationship remains within the employment framework, the MSME framework, or a completely new *sui generis* category—it is necessary to affirm one basic principle: based on the hierarchy of laws and regulations established under Law Number 12 of 2011, a Presidential Regulation ranks below a Law and a Government Regulation. This means that any such regulation issued in the future must not conflict with existing laws, including the Labor Law, the MSME Law, and the Job Creation Law, and cannot establish a new legal status that exceeds or contradicts the norms set forth in higher-level legislation without an adequate legal basis.

As outlined throughout this article, of all the possible directions, the MSME framework remains the most reasonable legal basis because it is already established within the current Indonesian legal system, is consistent with the substantive characteristics of the partner-platform relationship, and does not require the creation of new norms that could potentially conflict with higher-level legislation. For such regulations to be truly effective and avoid harming either party, their substance must reflect the actual nature of the partner-platform relationship: driver-partners are micro-business actors who partner with the platform, rather than workers who work under the platform's orders (Khoirunnisa & Rahayu, 2026). With this legal foundation, specific regulations can establish proportionate minimum rights for partners, such as adaptive social security protections and fair partnership standards, without imposing employer-like obligations on platforms that are not legally positioned as employers (Wafi, 2025). This balance must be maintained so that future regulations genuinely protect partners without simultaneously hindering platforms as business actors that also contribute to and support the broader ecosystem.

First, the issuance of a Government Regulation or Ministerial Regulation that explicitly recognizes digital platform driver-partners as a subcategory of micro-business actors within the digital economy ecosystem. These regulations should provide a clear definition of a platform driver-partner, identify the elements that distinguish driver-partners from workers, and establish the basic rights inherent in that legal status.

Second, the establishment of national standards for platform partnership agreements that set out the minimum rights and obligations of the parties, including transparency in tariff determination, balanced suspension and termination mechanisms, and accessible dispute-resolution mechanisms for driver-partners.

Third, the integration of platform driver-partners into the national social security system through a co-payment mechanism between driver-partners and platforms, without altering the legal status of their relationship as a business partnership.

CONCLUSION

This article demonstrates that the relationship between digital platform driver-partners and platform companies does not fully satisfy the elements of an employment relationship as stipulated under Indonesian labor law, particularly with regard to wages and the element of control or subordination. Therefore, characterizing driver-partners as workers may not adequately reflect the factual characteristics of their relationship with digital platforms. Normatively and factually, driver-partners can instead be characterized as micro-business actors under the MSME Law, as the principal characteristics of micro-business actors—including ownership of their own assets, autonomy in managing business activities, independent assumption of business risks, direct relationships with consumers, and operation on a micro-business scale—are substantially present in the activities of most driver-partners, although the degree to which these characteristics are fulfilled may vary according to individual circumstances. Nevertheless, this characterization constitutes the author's normative argument rather than an established rule of positive law and is therefore proposed as a direction for *ius constituendum*. Divergent scholarly perspectives, particularly those supporting employment status based on indicators of subordination, demonstrate the continuing legal tension surrounding the gig economy across jurisdictions. While acknowledging these perspectives, this article argues that the MSME framework provides a more normatively consistent and socioeconomically appropriate approach within the current Indonesian legal system. Consequently, MSME regulations, particularly the partnership framework established under Government Regulation Number 7 of 2021, may provide a more appropriate legal basis for protecting digital platform driver-partners

than the Manpower Law. Comparative experiences from France and Singapore further demonstrate that meaningful social protection for platform driver-partners does not necessarily require their reclassification as workers.

Based on these findings, legislative and regulatory measures should be undertaken by the House of Representatives and the Government to establish greater legal certainty and adequate protection for digital platform driver-partners. In the short term, the Ministry of MSMEs should issue a Ministerial Regulation recognizing platform driver-partners as a specific subcategory of micro-business actors and establishing minimum standards governing partnership relationships between platforms and their partners. In the medium term, Government Regulation Number 7 of 2021 should be amended to incorporate specific provisions concerning partnerships between digital platforms and driver-partners, or alternatively, a separate Government Regulation should be enacted to comprehensively regulate such relationships, including provisions concerning platform contributions to partners' social security protection. More broadly, legal and public discourse should move beyond the simplified dichotomy of "workers versus non-workers" and recognize platform driver-partners as a distinct category of micro-entrepreneurs operating within the digital ecosystem. An appropriate legal protection framework should acknowledge the distinctive characteristics of this category while ensuring fair partnership standards, social protection, and legal certainty, rather than forcing driver-partners into legal classifications that may not accurately reflect the nature of their economic activities.

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AUTHOR CONTRIBUTION STATEMENT

Edrick Edwardina Effendy contributed to the conceptualization, legal research, legal analysis, and preparation of the original manuscript. Awang Fahrizal contributed to supervision and validation of the legal analysis. Both authors contributed according to their respective roles in the preparation of this manuscript.

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