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Research Article

Juridical Analysis of Violation of Core-Plasma Partnership Agreement of Palm Oil Plantation Between PT Hardaya Inti Plantation and Plasma Amanah Farmers Cooperative (Case Study of KPPU Decision No. 02/KPPU-K/2023)

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Abstract: The inti-plasma partnership scheme in the oil palm plantation sector aims to create a mutually beneficial relationship between large companies (nucleus) and smallholders (plasma). However, in practice, there are often inequalities that cause plasma farmers to lose control over their businesses. This research analyzes the violation of the partnership agreement between PT Hardaya Inti Plantations (PT HIP) and Koperasi Tani Plasma Amanah as decided in KPPU Decision No. 02/KPPU-K/2023. The focus of the analysis includes the forms of juridical, financial, and operational control that PT HIP exercised over the cooperative, as well as the legal implications based on Jeremy Bentham's theories of civil law, competition, and justice. The results show that PT HIP has abused its dominant position by fully controlling the partnership agreement, limiting cooperatives' access to decision-making, and implementing non-transparent financial practices. KPPU has imposed administrative sanctions in the form of an agreement addendum obligation, an independent audit, and a fine of Rp1,000,000,000.00. However, an evaluation of this decision indicates that the sanction has not fully provided substantive justice for plasma farmers, given the absence of a direct compensation mechanism. Therefore, there is a need to strengthen regulations and implement more effective monitoring and law enforcement mechanisms to ensure fairer and more sustainable partnership relationships in the oil palm plantation industry in Indonesia.

Keywords: business competition, civil law, company control, economic justice, Inti-plasma partnership

1. Introduction

Indonesia, as a country with a strong agricultural base, has a high dependence on the agricultural sector in sustaining the social and economic welfare of the community (Alamanda et al., 2023). With favorable geographical conditions and optimal soil fertility, this sector has great potential to continue to grow. The plantation subsector serves not only as a provider of industrial raw materials, but also as one of the main pillars in national exports and job creation. The macroeconomic aspects of this industry cannot be ignored either, due to its link to the growth of downstream industries as well as its impact on the country's trade balance and foreign exchange (Setiawan, 2024).

Normatively, Law No. 18/2004 on Plantations defines plantations as a series of cultivation activities of certain plants carried out in an ecosystem in accordance with the principles of sustainability, and supported by science, technology, capital, and effective management (Dara Kospa, 2016). This definition emphasizes that the success of the plantation sector is not only determined by production factors alone, but also by the quality of technological innovation, the effectiveness of economic policies, and governance based on good governance principles. As part of the national economic system, this sector must be aligned with the principles of sustainable development to ensure that the utilization of natural

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resources does not cause environmental degradation or social inequality to the detriment of local communities (Sinaga, 2011).

The practice of developing the plantation sector in Indonesia faces various structural and operational challenges, including limited access to advanced technology, limited capital, and disparities in market access between smallholders and large companies. Therefore, the strategic role of regulation in managing these complexities is reflected in the application of partnership schemes as an instrument that facilitates the process. Partnership in plantations is defined as strategic cooperation based on the principles of fairness, sustainability and mutual benefit between business entities that have financial and technological capacity with small-scale farmers. This scheme aims to increase productivity, expand market access, and encourage the creation of a more inclusive and competitive business ecosystem. Partnerships are also an instrument for large companies to fulfill their social responsibilities and support the involvement of smallholders in global supply chains (Topan & Said, 2020).

The palm oil industry is one of the plantation subsectors that has a strategic contribution to the national economy. As a major export commodity, palm oil has a real impact on foreign exchange, employment, and downstream vegetable oil-based industries. However, in the midst of increasingly competitive global economic dynamics, the sustainability of this industry must be maintained with a progressive regulatory approach and based on social justice as mandated in Article 33 of the 1945 Constitution. In addition to national regulations, international sustainability standards such as the Roundtable on Sustainable Palm Oil (RSPO) and International Sustainability & Carbon Certification (ISCC) increasingly require the palm oil industry to integrate green economy principles in its operations to ensure competitiveness in the global market (Dara Kospa, 2016).

In the palm oil industry ecosystem, there are various economic actors involved, ranging from Micro, Small and Medium Enterprises (MSMEs), cooperatives, to large-scale companies in the form of Limited Liability Companies (PT) (Santyningtyas & Wanda, 2021). Cooperatives play a role as a connecting entity that bridges the relationship between local oil palm farmers and large companies in an effort to build sustainable business synergies. Law No. 20/2008 on Micro, Small, and Medium Enterprises emphasizes that partnerships must be based on the principles of equality, transparency, and benefits for all parties involved. In this case, cooperatives also have a strategic role in increasing farmers' bargaining power, managing production aspects collectively, and facilitating access to capital and technology to improve the efficiency of plantation businesses.

In its technical implementation, the partnership pattern in the plantation sector often adopts the nucleus-plasma model, where the nucleus company is responsible for managing the plantation with a group of plasma farmers as production partners. This pattern is usually outlined in a partnership agreement that has legal consequences for both parties. However, the implementation of this scheme still faces various obstacles, such as the dominance of companies over plasma farmers, which has the potential to cause economic inequality and unfair business competition practices (Alamanda et al., 2023).

As an effort to mitigate these problems, the government has established various policies and regulations to create a fairer and more competitive business environment. One of the legal instruments that plays a role in the supervision of partnership schemes is Law Number 5 Year 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition. This regulation authorizes the Business Competition Supervisory Commission (KPPU) to monitor, investigate, and take action against alleged violations in business activities, including in plantation partnership mechanisms. In several cases, KPPU's intervention has succeeded in identifying various monopolistic practices and abuse of dominant positions committed by large companies against small business partners (Arif & Busthami, 2022).

Article 35 paragraph (1) of Law No. 20/2008 prohibits large businesses such as PT Hardaya Inti Plantations (PT HIP) from owning and/or controlling micro, small, and medium enterprises as partners in the implementation of partnership relationships. This provision aims to maintain fair business competition and not harm small businesses. The principles of control and compensation in Case No. 02/KPPU-K/2023 are very important in ensuring transparency and fairness in the implementation of the partnership between PT Hardaya Inti Plantations and Koperasi Tani Plasma Amanah. PT HIP is required to comply with all stipulated provisions in order to avoid violating Article 35 paragraph (1) of Law Number 20 Year 2008. This compliance includes the obligation to audit financial statements, submit financial reports in a transparent manner, pay the remaining profit from operations (SHU), conduct infrastructure assessments, return the Certificate of Ownership (SHM), update the data of plasma members, and fulfill the rights of plasma members in the implementation of the partnership agreement (KPPU Decision N0. 02/KPPU-K/2023).

A relevant legal precedent in this area is KPPU Decision No. 02/KPPU-K/2023 which revealed alleged violations of Article 35 paragraph (1) of Law No. 20/2008 in the partnership between PT Hardaya Inti Plantations and Koperasi Tani Plasma Amanah (KPPU Decision No. 02/KPPU-K/2023, n.d.-b). This case highlighted the practice of unfairly controlling partnerships that resulted in losses for smallholders. In its decision, KPPU discussed the importance of transparency in cost management, improving the effectiveness of plasma plantation management, and compliance with the provisions in the partnership agreement. In addition, the case highlights the need for stricter accountability standards in the implementation of partnership agreements, including through an independent audit mechanism to ensure compliance with the principles of economic justice.

Based on the description above, the author is interested in discussing research related to the principle of control that has been violated by the reported party and what kind of legal protection can be received by the victim regarding compensation. Therefore, this research will be entitled "JURISDICTIONAL ANALYSIS OF THE VIOLATION OF THE INTI-PLASMA PARTNERSHIP AGREEMENT OF THE SAWA CORN FARM BETWEEN PT HARDAYA INTI PLANTATION AND KOPERASI TANI PLASMA AMANAH (Case Study of KPPU Decision No. 02/KPPU-K/2023)."

2. Literatur Review

2.1 Previous Research

Isobah (2021), "Juridical Review of the Implementation of the Palm Oil Core-Plasma Partnership Agreement (Case Study of the Agreement between Plasma Farmers and Plantation Companies in East Kotawaringin Regency)", Thesis, Sultan Agung Islamic University Semarang. This study examines the implementation of the core plasma partnership agreement in the palm oil sector with a juridical sociological approach. The results of the study show that the success of the partnership is highly dependent on the clauses of the agreement and government supervision, but obstacles such as overlapping land ownership and discrepancies in the number of plasma members often lead to conflict. This research emphasizes the importance of transparency and fairness in revenue sharing and the need to strengthen supervisory mechanisms so that partnerships can be sustainable.

Rudianto (2011), "Legal Issues of Palm Oil Plantation Nucleus-Plasma Partnership Agreement (Case Study on PT. SHM with PGH Cooperative) and Notary Actions in Facing Palm Oil Plantation Nucleus-Plasma Partnership Agreement", Thesis, University of Indonesia. Sinaga highlighted the legal issues that arise in core-plasma partnership agreements, particularly the practice of default and the imbalance of positions between core and plasma companies. This research emphasizes the role of notaries as supervisors of partnership deeds in order to create fair and legally binding agreements. Using a normative juridical approach, this study recommends that partnership agreements be made transparently and professionally to prevent fraud and protect the rights of plasma farmers.

Topan and Ifrani (2021), "The Role of Cooperatives in the Oil Palm Plantation Core-Plasma Partnership Program to Improve Community Living Standards", Al-Adl Journal of Law. Discusses the role of cooperatives in the core plasma partnership program of oil palm plantations in South Kalimantan. This study reveals that although cooperatives play a role as partnership facilitators, often unfavorable conditions remain for plasma farmers due to weak supervision and unbalanced partnership relationships. The study reinforces the importance of strict regulations and effective supervision to ensure fairness and sustainability of core plasma partnerships, in line with the findings in the case of PT Hardaya Inti Plantation and Koperasi Tani Plasma Amanah.

2.2 Theoretical Framework

The nucleus-plasma partnership in the oil palm plantation sector is a form of agribusiness cooperation that aims to increase the productivity and welfare of plasma farmers through guidance and support from the nucleus company. This model is regulated in various regulations, including the Minister of Agriculture Regulation No. 98/2013 and Law No. 20/2008 on Micro, Small and Medium Enterprises. In this context, the nucleus company has a responsibility not only in the technical aspects of production, but also in ensuring a fair, transparent, and mutually beneficial partnership relationship. However, practices in the field often show an unequal relationship between large businesses (nucleus) and plasma farmers, which leads to violations of the basic principles of partnership (Ranti 2024).

In a case brought by the Business Competition Supervisory Commission (KPPU) through Decision No. 02/KPPU-K/2023, there were alleged violations by PT Hardaya Inti Plantation against the Amanah Plasma Farmer Cooperative. This case highlighted aspects of injustice in the implementation of the partnership agreement, particularly related to profit sharing, transparency in plantation management, and access to information and control over production results. From the perspective of business competition law and agreement law, violations of the content and implementation of the partnership agreement can be qualified as a form of abuse of dominant position that harms small business partners. Therefore, juridical analysis of this case is important to assess the extent to which legal protection of plasma farmers can be implemented effectively (Ifrani 2020).

Theoretically, violations of inti-plasma partnerships can also be studied within the framework of contractual justice theory and institutional economic law. Contractual justice theory emphasizes the importance of balancing the rights and obligations of the parties in the agreement, while the institutional law approach highlights the role of regulations and supervisory institutions such as KPPU in maintaining equitable governance of business relationships. In this context, the PT Hardaya Inti Plantation case reflects a systemic failure to ensure the functioning of existing legal norms, requiring legal intervention that is not only remedial, but also preventive and structural. Thus, this study becomes relevant in efforts to renew agribusiness partnership policies that are oriented towards social justice and local economic empowerment (Adonara 2020).

3. Research Methods

This research uses a Juridical-Normative approach, which is a legal research method that aims to analyze the legal norms governing the inti-plasma partnership between PT Hardaya Inti Plantations and the Amanah Plasma Farmer Cooperative, as discussed in KPPU

Decision No. 02/KPPU-K/2023. This Juridical-Normative approach is carried out by examining legal theories, basic concepts, and applicable laws and regulations to examine the legal aspects of violations of partnership agreements (Bambang Sunggono, 2016). This method also allows researchers to explore how the law is applied in the context of partnership agreements and how the principles of justice and legal protection for aggrieved parties can be upheld.

This research uses two sources of data, namely primary data and secondary data. Primary data includes various legal regulations that form the basis for analyzing this case, including the 1945 Constitution of the Republic of Indonesia, Law No. 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition, Law No. 20 of 2008 on Micro, Small and Medium Enterprises, and Law No. 6 of 2023 that stipulates Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation as Law. In addition, this research also refers to Government Regulation No. 7 of 2021 concerning the Ease, Protection, and Empowerment of Cooperatives and MSMEs, Regulation of the Business Competition Supervisory Commission of the Republic of Indonesia No. 4 of 2019 concerning Procedures for Supervising and Handling Partnership Cases, and KPPU Regulation No. 1 of 2020 concerning Electronic Case Handling. KPPU decisions related to this case are also the main source in exploring aspects of violations that occur and the basis of legal considerations used in their resolution (Amirudin & others, 2006).

In addition, secondary legal materials are also used to complement the analysis. This material includes various academic references such as books, scientific journals, legal articles, and other literature relevant to this research. Documentation and interviews with relevant bodies, such as the Consumer Dispute Settlement Body, were also used to gain a deeper understanding of the practice of violating partnership agreements in the oil palm plantation sector and the legal protection that can be provided to the injured party.

4. Result and Discution

4. 1 Evaluation of KPPU Decision No. 02/KPPU-K/2023 in Inti-Plasma Partnership Dispute

The Decision of the Business Competition Supervisory Commission (KPPU) No. 02/KPPU-K/2023 is an important precedent in the supervision of partnership practices in the oil palm plantation sector, especially in the relationship between large companies and plasma farmer cooperatives. The case stems from a partnership between PT Hardaya Inti Plantations (PT HIP) and the Amanah Plasma Farmer Cooperative, which should have been based on the principles of equality and mutual benefit. However, in practice, there were alleged violations committed by PT HIP, which resulted in unilateral control over its partner cooperatives, contrary to Article 35 paragraph (1) of Law Number 20/2008 on Micro, Small and Medium Enterprises. These alleged violations include PT HIP's dominance in the management of plasma plantations without the active involvement of cooperatives, lack of transparency in financial aspects, and imbalance in profit sharing that causes losses to plasma farmers (KPPU Decision N0. 02/KPPU-K/2023). Facts found by KPPU show that cooperatives do not have adequate control over plasma land, while strategic decisions related to production and marketing are fully under the control of PT HIP. In addition, there are indications that PT HIP transferred the cooperative's debt to other parties without the cooperative's consent, and purchased Fresh Fruit Bunches (FFB) from plasma farmers at prices below the standard set by the government. This imbalance in the relationship results in farmers' limited access to the benefits they are entitled to, and worsens the cooperative's bargaining position in the partnership scheme.

As a form of law enforcement, KPPU imposed administrative sanctions on PT HIP, including the obligation to addendum the partnership agreement, conduct an independent audit by a public accounting firm, and pay an administrative fine of Rp1,000,000,000.00 (one billion rupiah) to the state treasury. This decision aims to restore balance in the partnership relationship and ensure that the partnership mechanism is carried out in accordance with the principles of economic justice and good governance (Pramesti, 2021). If analyzed from a civil law perspective, the relationship between PT HIP and Amanah Plasma Farmer Cooperative is based on a partnership agreement that should be subject to the provisions of Article 1320 of the Civil Code regarding the validity of agreements. In the theory of contract law, an agreement must fulfill the elements of agreement of the parties, legal capacity, specific object, and lawful cause. Although formally this agreement is legal, in practice there is an imbalance of rights and obligations between PT HIP and the cooperative, where PT HIP has greater control and limits the freedom of the cooperative in carrying out its functions. In contract law, agreements that create inequality and are exploitative can be categorized as unfair and voidable. Therefore, the obligation to make an addendum to the partnership agreement in the KPPU decision is the right step to correct the imbalance and ensure that cooperatives have stronger rights in business management.

From a competition law perspective, this KPPU decision reflects efforts to prevent monopolistic practices and unilateral control in partnership schemes. Law No. 5/1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition aims to create a fair and competitive business climate, and prohibits large companies from abusing their dominant position over small and medium enterprises (Malaka, 2014). In this case, PT HIP has committed practices that can be categorized as abuse of dominance, where the company takes advantage of its position to control cooperatives and reduce the bargaining power of plasma farmers. However, it needs to be evaluated whether the sanctions imposed are effective enough to provide a deterrent effect for other companies in the plantation sector. When compared to similar cases, several companies in the plantation sector have been subject to more severe sanctions, including revocation of business licenses. Therefore, while the Rp1 billion fine is a good step, there needs to be a stricter policy to ensure that companies cannot easily repeat practices that harm plasma farmers.

The perspective of the legal theory of justice developed by Jeremy Bentham states that the law must provide the greatest utility for society, which means that policies or decisions taken must produce the greatest benefits for all affected parties (Pratiwi et al., 2022). KPPU's decision aims to restore the balance between large companies and smallholders, but it is debatable whether the sanctions imposed actually provide substantive justice for smallholders. While PT HIP is required to pay an administrative fine, there is no provision requiring direct compensation to affected smallholders, which in substantive justice theory should be the top priority. If Bentham's utilitarian approach is applied more broadly, then there should be policies that provide greater benefits to plasma farmers, such as the return of financial rights that have been lost due to unilateral control by PT HIP. Thus, administrative fines may need to be combined with a restitution mechanism for farmers, so that the benefits of the law can be more equitably felt by those directly affected.

The implications of this KPPU decision for the partnership system in the plantation sector are quite impactful. First, this decision sets an important precedent showing that unfair partnership practices can be subject to legal sanctions, so large companies are expected to be more careful in managing relationships with plasma partners. Second, this decision encourages improved regulations in the supervision of partnerships, especially regarding financial transparency and the sharing of business results (Andi Fahmi Lubis, et al, 2017). To prevent similar practices from recurring, the government needs to strengthen supervisory mechanisms through stricter policies, including periodic reporting obligations and stricter audits of the implementation of partnership agreements. Third, this decision can also serve as an impetus for smallholder cooperatives to be more active in fighting for their rights, both through legal channels and stronger negotiations in future partnership agreements. In addition, there should be incentive policies for companies that implement partnerships fairly, such as subsidies or ease of licensing for companies that meet good governance standards in their partnerships with smallholders.

4.2 Juridical Analysis of the Form of Control of the Nucleus Company over Plasma Farmers in a Partnership Agreement

The inti-plasma partnership scheme in the oil palm plantation industry aims to create a mutually beneficial business relationship between large companies (nucleus) and plasma farmers (Bere et al., 2024). Ideally, these partnerships provide financial support, technology and market guarantees to plasma farmers, while the nucleus companies obtain raw materials in a sustainable manner with maintained quality standards. In practice, however, partnership agreements are often characterized by structural inequalities that lead to the core company dominating its plasma partners. The main challenges in implementing this system include plasma farmers' lack of bargaining power, non-transparency in financial management, and dependence on capital and facilities provided by the core company. In the case of PT Hardaya Inti Plantations (PT HIP) and Koperasi Tani Plasma Amanah, as revealed in KPPU Decision No. 02/KPPU-K/2023, it was found that PT HIP unilaterally controlled the partnership, both from the legal, financial, and operational aspects. This control causes plasma farmers to be in a weak position and suffer losses due to the imbalance in the partnership relationship.

In the partnership agreement between PT HIP and Amanah Plasma Farmer Cooperative, there are several forms of control exercised by the core company, both juridically, financially, and operationally, which causes the cooperative to lose control over its rights as a partner in the inti-plasma system.

a. Juridical Control

   Juridical control occurs when the core company has full control over the partnership agreement, so that plasma farmers do not have a strong bargaining position. In the case of PT HIP, KPPU found that the cooperative did not have significant authority in managing the plantation business, and almost all strategic decisions, ranging from land management, yield distribution, to financial policies, were determined unilaterally by PT HIP. This violates the principle of partnership, which should be equal and mutually beneficial, as stipulated in Law Number 20/2008 on Micro, Small and Medium Enterprises (MSMEs), specifically Article 35 paragraph (1), which prohibits large companies from dominating micro, small and medium enterprises in the implementation of partnerships (Suharno, Yuprin A.D., 2020). With such dominant juridical control, PT HIP places cooperatives in a passive position, where cooperatives only become parties that follow company policies without having an active role in decision-making.

b. Financial Mastery

   One of the most significant forms of control is the very high financial dependence of plasma farmers on PT HIP. Based on KPPU's decision, the financing for the development of the 1,000-hectare plasma plantation was done through investment credit from Bank Mandiri with a total value of Rp25.127 billion and development interest of Rp11.997 billion. Although this credit was submitted on behalf of Koptan Amanah, PT HIP had full control over the use of these funds. In addition, the partnership agreement stated that PT HIP would cover the shortfall in credit payments and charge additional interest to the plasma farmers. As a result, Koptan Amanah not only had to bear the principal and interest debt to Bank Mandiri, but also to PT HIP in the form of bailout funds charged with commercial interest (KPPU Decision N0. 02/KPPU-K/2023).

This practice creates a cycle of financial dependency to the detriment of the smallholders. The lack of transparency in financial reports and the absence of independent control over the management of funds deprives smallholders of their right to know exactly how much they owe, the interest charged, and the economic benefits they are supposed to get from this partnership. Juridically, this condition contradicts the principle of transparency in partnerships as stipulated in Law No. 20/2008 on Micro, Small and Medium Enterprises.

c. Operational Mastery

In addition to legal and financial aspects, PT HIP's control also occurs in the operational aspect, where the core company manages plasma plantations directly without the active involvement of cooperatives. KPPU found that although the partnership agreement mentioned the role of cooperatives in plantation management, in practice PT HIP runs all operational activities independently, including in the process of harvesting, distribution, and marketing of plantation products. In fact, plasma farmers' crops are purchased by PT HIP at prices below the standard price set by the government, which further worsens the position of plasma farmers in the palm oil industry supply chain.

Based on the facts found in KPPU Decision No. 02/KPPU-K/2023, the form of control exercised by PT Hardaya Inti Plantations (PT HIP) over the Amanah Plasma Farmer Cooperative can be analyzed through various legal theory perspectives, namely civil law, business competition law, Jeremy Bentham's theory of justice, and the concept of legal health in the plantation sector (Karina & Kanggas, 2023). From the perspective of civil law, the partnership agreement between PT HIP and the cooperative should fulfill the legal requirements of an agreement as stipulated in Article 1320 of the Civil Code, namely the agreement of the parties, legal capacity, clear object, and halal cause (Abdulkadir Muhammad, 2014). However, in this case, there are indications that the agreement made is not based on the principle of equal voluntariness, but rather there is an element of domination by PT HIP which causes cooperatives to have no discretion in determining their rights and obligations. In civil law, agreements made in conditions of inequality or pressure that make one party in a weak position can be categorized as legally defective agreements. This kind of agreement should be canceled or revised to ensure a balance of rights and obligations for both parties (Arif & Busthami, 2022).

Meanwhile, from the perspective of business competition law, PT HIP's unilateral control can be categorized as a monopolistic practice or abuse of dominant position as stipulated in Law No. 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair

Business Competition (Damaiyanti Sidauruk, 2021). PT HIP has used its stronger position to control the market and suppress the bargaining position of smallholders, thus causing inequality in the palm oil supply chain. This practice contradicts the principle of fair business competition, where all business actors, including smallholder cooperatives, should have equal opportunities to develop and participate in the market fairly. If left unchecked, this model of control will not only harm smallholders economically, but also set a bad precedent for the plantation industry as a whole as it will further widen the gap between large companies and smallholders.

If analyzed using Jeremy Bentham's theory of justice, the law must create the greatest utility for society, which means that policies or agreements made must provide the most benefits for all affected parties. In this case, PT HIP's dominance in the partnership agreement provides more benefits for the company than for the smallholders. The smallholders do not get benefits proportional to their contribution in palm oil production, and are even in increasingly difficult conditions due to full control by PT HIP. From Bentham's perspective, this partnership scheme should be redesigned to provide more equitable welfare for plasma farmers, not just benefit the core company unilaterally. Therefore, legal policies applied in the plantation sector must consider broader principles of justice and not only oriented towards corporate interests.

In terms of legal health in the plantation sector, the imbalance in the partnership relationship between PT HIP and the cooperatives indicates a regulatory gap that can be utilized by large companies to systematically control plasma farmers. Current regulations are still not strong enough to ensure that plasma farmer cooperatives actually have rights and control in the partnership system. The lack of monitoring mechanisms and strict sanctions against companies that commit violations makes this partnership scheme vulnerable to exploitation (Tektona, 2022). Therefore, a revised policy is needed to regulate the partnership mechanism, including the strengthening of supervision aspects and the application of more severe sanctions against companies that are proven to have unilateral control. In addition, periodic independent audits are needed to ensure that large companies do not abuse their position in the partnership and ensure transparency in financial and operational management in the inti-plasma scheme. With the improvement of stricter regulations, more effective supervision, and implementation of social justice-based policies, the partnership system in the plantation sector can run more balanced and provide greater benefits for plasma farmers as part of the national plantation industry ecosystem.

5. Conclusions And Suggestions

Based on the analysis of KPPU Decision No. 02/KPPU-K/2023, it is found that PT Hardaya Inti Plantations (PT HIP) has exercised control over the Amanah Plasma Farmer

Cooperative in the inti-plasma partnership scheme, which includes juridical, financial, and operational aspects. This control has resulted in plasma farmers losing control of their rights as business partners, as well as creating inequality in a partnership relationship that should be mutually beneficial. Juridically, PT HIP has full control over the partnership agreement, so the cooperative does not have a strong bargaining position. This domination contradicts the principle of equality in partnership as stipulated in Law No. 20/2008, particularly Article 35 paragraph (1), which prohibits the control of small and medium enterprises by large companies. Financially, the cooperative's dependence on capital and credit controlled by PT HIP puts plasma farmers in a weak position, especially due to the lack of transparency in fund management and high debt burden. Meanwhile, in the operational aspect, PT HIP runs all plasma plantation management activities unilaterally, without the active involvement of the cooperative, and even buys crops at prices below the standard set by the government.

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