

Reviewing Law Enforcement on Small and Medium Enterprise Partnerships in Indonesia from a Competition Law Perspective

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Abstract

Micro, Small, and Medium Enterprises (MSMEs) play a vital role in Indonesia's economic growth, particularly through partnerships with larger businesses. These partnerships, governed by innominate contracts, require regulatory oversight to prevent monopolistic practices and ensure fair competition. The Indonesian Business Competition Supervisory Commission (Komisi Pengawas Persaingan Usaha or KPPU) is responsible for monitoring and enforcing compliance with competition law in MSME partnerships. This study employs a normative juridical approach based on legal statutes, case law, and regulatory analysis to examine KPPU's supervisory role. The findings reveal that KPPU enforces compliance in two stages: a preliminary phase, where behavioral adjustments may lead to case dismissal, and a subsequent phase, where administrative and criminal sanctions may be imposed if violations persist. A key aspect of KPPU's approach is the promotion of amicable dispute resolution through behavioral change, aligning with the principles of restorative justice. By prioritizing behavioral corrections over punitive measures, KPPU fosters a regulatory environment that balances law enforcement with economic sustainability. This study highlights the effectiveness of this approach and its potential implications for improving SME partnership regulations in Indonesia. The research contributes to the discourse on competition law enforcement, SME development, and alternative dispute resolution mechanisms.

I. Introduction

Partnership is a form of cooperation that needs to be undertaken for the development of a business to become globally competitive. The purpose of partnerships is to enhance the capabilities of small businesses to become strong and grow through capital support and training of professional and skilled resources to increase company revenue and business continuity. Based on data obtained from BPS, small and large companies that have established cooperation (partnerships) are still around 20 percent of the total businesses in Indonesia. Therefore, the Ministry of Cooperatives and Small and Medium-sized Enterprises of Indonesia strives to encourage partnerships between small and large businesses because partnerships are believed to increase the contribution of SMEs as the backbone of the national economy. This is evidenced by the contribution of MSMEs to the growth of the Gross Domestic Product (GDP) in 2017, which was 62 percent. Based on these data, it shows that micro and small enterprises have an important role in realizing the country's development goals as well as being a sector that can be relied upon to support economic resilience.¹

From the normative side, partnerships are built upon partnership agreements. In principle, a partnership agreement is an innominate contract because it is not found in the Indonesian Civil Code (KUHPerduta) nor the Indonesian Commercial Code (KUHD). However, the general provisions of contract law as stipulated in Book III of the Civil Code concerning Obligations still apply to partnership agreements, such as Article 1338 and the validity requirements of a contract as regulated in Article 1320 of the Civil Code.²

Partnership agreements are specifically regulated in Law Number 20 of 2008 concerning Micro, Small, and Medium Enterprises ("MSME Law"). Through Article 1 point 13 of the MSME Law, it is stated that:

"Partnership is cooperation in business linkages, whether directly or indirectly, based on the principles of mutual need, trust, strengthening, and benefit involving Micro, Small, and Medium Enterprises with Large Enterprises."

A similar provision is also regulated in Government Regulation No. 17 of 2013 (PP 17/2013), which states that the partnership pattern as referred to is cooperation/partnership conducted based on equality, business linkage, mutual benefit, mutual need, mutual strengthening, and mutual trust. Therefore, in a partnership

¹ Rizky Ariesty Fachrysa Halik, Amzul Rifin, and Siti Jahroh, "Pengaruh Kemitraan Terhadap Kinerja Usaha Mikro Dan Kecil Tahu Di Indonesia," *Jurnal Agribisnis Indonesia* 8, no. 2 (December 8, 2020): 164–74, <https://doi.org/10.29244/jai.2020.8.2.164-174>.

² Destivano Wibowo and Harjon Sinaga, *Hukum Acara Persaingan Usaha* (Jakarta: PT Raja Grafindo Persada, 2005).

agreement, besides adhering to the general principles of contracts, it also has its own characteristics, namely that the legal relationship between business actors, whether individuals or legal entities, should be carried out in a balanced and mutually beneficial manner. Partnership agreements are outlined in written agreements that at least regulate business activities, the rights and obligations of each party, the form of development, the term, and dispute resolution.³

The rapid economic progress and the increase of MSMEs in Indonesia must, of course, occur in a situation of healthy and fair business competition, so as not to cause a concentration of economic power among certain business actors. In other words, the partnership principle performed by MSME business actors must operate with healthy business ethics.⁴ According to Article 36 of the MSME Law, the performance of partnerships is supervised in an orderly and regular manner by an institution established and tasked with supervising business competition, in this case, KPPU. Therefore, KPPU has the authority as a supervisory institution for partnership agreements when it can indicate the occurrence of “control” in partnership practices. KPPU, as a business competition law enforcement agency outside the court, is established and responsible to the president. As stated in Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, KPPU is a quasi-judicial institution that has executorial authority related to business competition cases.⁵ KPPU, in enforcing business competition law, plays an active role in cases that continue to develop in Indonesia, such as alleged prohibited agreements like oligopoly, prohibited activities such as monopoly, and abuse of dominant position. Attached to the position of KPPU is administrative authority, so the sanctions imposed are administrative fines. Administrative fines in the form of fines imposed by KPPU currently allow for leniency in terms of applying for payment periods of more than 12 months up to 36 months, but with the obligation to provide sufficient collateral so that business actors who have submitted applications to KPPU for leniency in the payment period must fulfill their performance properly; otherwise, the collateral submitted by the business actors will become a liability in the settlement of the fine.⁶ In addition, KPPU can also impose criminal fines if it is proven that business actors fulfill the elements of violation.

³ Rezmia Febrina, “Persaingan Usaha Pada Era Digital Menurut Persepektif Hukum Persaingan Usaha,” *Jurnal Karya Ilmiah Multidisiplin (JURKIM)* 2, no. 1 (January 31, 2022): 121–27, <https://doi.org/10.31849/jurkim.v2i1.9309>.

⁴ Andi Fahmi Lubis et al., *Hukum Persaingan Usaha* (Jakarta: Komisi Pengawas Persaingan Usaha (KPU), 2017).

⁵ Susanti Adi Nugroho, *Hukum Persaingan Usaha Di Indonesia Dalam Teori Dan Praktik Serta Penerapan Hukumnya* (Jakarta: Kencana Prenada Media Group, 2012).

⁶ Reynata Alya Hartono, Anita Afriana, and Pupung Faisal, “Fungsi Jaminan Sebagai Bentuk Kelonggaran Pelaksanaan Pembayaran Denda Pelanggaran Praktek Monopoli Dan Persaingan Usaha Tidak Sehat,” *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 6, no. 1 (December 30, 2022): 33–50, <https://doi.org/10.23920/acta.v6i1.1004>.

Business actors may file objections to decisions of KPPU to the Commercial Court as stipulated in Law No. 11 of 2020 concerning Job Creation. Furthermore, as an internal guideline through the Supreme Court Circular Letter No. 1 of 2021, it is stated that in order to carry out the settlement of disputes that are simple, fast, and low-cost, the authority to assess and decide objections that are essentially the authority of the District Court is transferred to the Commercial Court. The procedural law used by judges to assess, consider, and decide cases in the Commercial Court uses a civil procedural law approach. Referring to Supreme Court Regulation No. 3 of 2021 concerning appeal procedures for KPPU decisions, the panel of judges review objections to formal and/or material aspects based on a copy of decisions from KPPU, and KPPU will be the respondent. The objecting applicant cannot submit documentary evidence and/or documents, whether previously submitted in the investigation of KPPU or new documentary evidence and/or documents.⁷

One of the authorities of KPPU is the oversight of partnership performances, which can be carried out through core-plasma models, subcontracting, franchising, general trading, distribution, and agency, as well as other forms of partnership such as profit sharing, operational cooperation, joint ventures, and outsourcing. In handling partnership cases, KPPU generally follows stages including written warnings up to three times and corrections of violations. If there are no indications of behavioral changes, further investigation is conducted in the form of a commission hearing.⁸ Based on electronic data tracking, from 2019 to 2023, seven partnership cases were resolved by KPPU through further investigation. According to the Regulation of the Competition Supervisory Commission (Perkom) No. 2 of 2024 concerning Procedures for Supervision and Handling of Partnership Cases, the decisions on partnership cases are final, meaning that no appeal can be made to the Commercial Court.⁹

Reviewing the system for handling partnership oversight cases, which involves various stages until a decision is rendered through a KPPU hearing, it is evident that, in principle, handling violations of partnership agreements can be resolved peacefully if the reported party makes behavioral changes. KPPU will monitor these behavioral changes, and if the commitment is fulfilled, the case will be terminated. Through this article, the author will discuss the oversight of SME partnerships by KPPU and review and analyze

⁷ Vladislav Maksimov, Stephanie Lu Wang, and Yadong Luo, "Reducing Poverty in The Least Developed Countries: The Role of Small and Medium Enterprises," *Journal of World Business* 52, no. 2 (February 2017): 244–57, <https://doi.org/10.1016/j.jwb.2016.12.007>.

⁸ Dugaan Pelanggaran Pasal 23 Undang-Undang Nomor 5 Tahun 1999 Terkait Persekongkolan Untuk Mendapatkan Rahasia Perusahaan PT Chiyoda Kogyo Indonesia (Indonesia: 08/KPPU-L/2024, issued 2025).

⁹ Juanita Álvarez Jaramillo, Jhon Wilder Zartha Sossa, and Gina Lía Orozco Mendoza, "Barriers to Sustainability for Small and Medium Enterprises in The Framework of Sustainable Development-Literature Review," *Business Strategy and the Environment* 28, no. 4 (May 11, 2019): 512–24, <https://doi.org/10.1002/bse.2261>.

how peaceful resolution through behavioral changes serves as an effective and efficient form of legal enforcement from a competition law perspective.¹⁰

The novelty of this article lies in reviewing amicable resolutions in the form of corrections for violations and change of behavior as a means of enforcing business competition law related to partnerships, a topic that has generally not been addressed in other articles. For comparison, contemporary resolutions of criminal violations in various cases often consider the principle of restorative justice as a law enforcement approach that can facilitate recovery. While there are pros and cons to amicable resolutions, it is important to recognize that the performance of partnerships is part of legal relationships established under civil law. Therefore, the imposition of administrative sanctions and license revocation should ideally be considered a last resort when an amicable resolution proves unsuccessful.¹¹

One of the key regulatory challenges in SME partnerships involves the concept of “control”, where large enterprises influence decision-making, pricing structures, and operational frameworks of MSMEs. Article 35 of the MSME Law explicitly prohibits large firms from owning or controlling MSMEs in ways that disrupt fair competition. KPPU, as a quasi-judicial institution, plays an essential role in investigating and sanctioning unfair business practices, such as oligopolistic agreements, monopoly abuses, and anti-competitive behavior. In some cases, KPPU’s decisions are final, as outlined in KPPU Regulation No. 2 of 2024, emphasizing the commission’s strong mandate in upholding competition law.¹²

Despite the strict enforcement mechanisms, KPPU also emphasizes amicable dispute resolution by encouraging business actors to modify their behavior before imposing legal sanctions. This approach aligns with the principles of restorative justice, which prioritize conflict resolution and relationship restoration over punitive measures. By fostering compliance through behavioral changes, KPPU seeks to create a business climate that is both competitive and sustainable. However, there is limited academic discourse on the effectiveness of this mechanism in the Indonesian context.

2. Research Method

¹⁰ Tulus Tambunan, “Success Factors for the Development of Micro, Small, and Medium Industrial Clusters in Indonesia,” *Journal of Asian Development Studies* 12, no. 1 (March 30, 2023): 7–25, <https://doi.org/10.62345/>.

¹¹ Sri Herliana, “Regional Innovation Cluster for Small and Medium Enterprises (SME): A Triple Helix Concept,” *Procedia - Social and Behavioral Sciences* 169 (January 2015): 151–60, <https://doi.org/10.1016/j.sbspro.2015.01.297>.

¹² Nina Nurani, Rida Nurjanah, and Iwan Prihantoro, “Competence of Human Resources of Small and Medium Enterprises (MSMEs) of West Java through Intellectual Property Rights (IPR) Protection in the COVID-19 Pandemic Era,” *PalArch’s Journal of Archaeology of Egypt/Egyptology* 17, no. 10 (2020): 3878–96.

This study employs a normative juridical approach, focusing on statutory regulations, legal principles, and case analysis to evaluate the enforcement of competition law in SME partnerships in Indonesia. The primary legal sources include 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 (MSME Law), Government Regulation No. 17 of 2013 on MSME Partnerships, and KPPU Regulation No. 2 of 2024 on Supervision and Handling of Partnership Cases. These legal texts provide the foundation for assessing the extent of KPPU's authority in overseeing MSME partnerships and ensuring compliance with fair competition principles.¹³

The research is descriptive-analytical, meaning that it does not only describe existing legal norms and regulations but also critically examines how these norms are implemented in practice. To achieve this, the study analyzes case decisions from KPPU related to MSME partnership disputes, with a particular focus on the role of behavioral change in legal compliance. The data is sourced from KPPU's official website, legal databases, and relevant scholarly publications discussing business competition law and SME partnerships.

Additionally, this study incorporates qualitative content analysis of legal texts and judicial decisions to examine patterns of legal enforcement, dispute resolution mechanisms, and policy implications. The case studies selected for analysis involve SME partnership violations adjudicated by KPPU between 2019 and 2023, providing empirical insights into how behavioral change is applied as an enforcement strategy. The legal reasoning behind KPPU's decisions is evaluated to determine whether this approach effectively balances law enforcement with economic sustainability. By integrating legal doctrine analysis and case law evaluation, this study contributes to a comprehensive understanding of competition law enforcement in SME partnerships. The research findings aim to offer practical recommendations for enhancing legal compliance, strengthening MSME partnership regulations, and improving the effectiveness of competition law enforcement in Indonesia.

3. Results and Discussion

Supervision by the Business Competition Supervisory Commission (KPPU) of Partnerships in Micro, Small, and Medium Enterprises

According to Article 11 of the MSME Law, it is expected that partnerships between MSMEs and large enterprises occur in the form of mutually beneficial relationships in the execution of business transactions among MSMEs, and that a market structure is formed that ensures the growth of healthy business competition and protects consumers.

¹³ Jonaedi Efendi and Prasetyo Rijadi, *Metode Penelitian Hukum Normatif Dan Empiris* (Jakarta: Kencana, 2016).

Furthermore, within partnerships, there must be efforts to prevent market domination and business concentration by individuals or certain groups that harm MSMEs.¹⁴ The granting of exemptions to MSMEs in competition law is a very common practice in various countries. The considerations are based on the economic policies of specific countries. Moreover, from an economic perspective, it is considered that MSMEs, in terms of capital and assets, will not be able to monopolize a market due to their limited capabilities in assets and capital.¹⁵

The legal relationship of partnerships is based on the existence of an agreement that can be made either authentically or informally. This partnership agreement is one of the most recognized and widely used forms of agreement in Indonesia. Therefore, the provisions contained in the Indonesian Civil Code or Kitab Undang-Undang Hukum Perdata also apply to partnership agreements. Book III of the Civil Code regulates agreements, and Article 1313 defines an agreement as:

“An agreement is an act whereby one or more persons bind themselves to one or more other persons.”

Subekti explains the definition of an agreement as an event where one person promises to another person, or where two persons mutually promise to conduct a certain matter.¹⁶ Although a specific definition of a partnership agreement is not found in the Indonesian Civil Code, the development of such agreements has been observed in practice. The partnership agreement must be drafted in Indonesian; however, if one of the parties is foreign, it must be prepared in both Indonesian and a foreign language. The partnership agreement must include: the business activities, the rights and obligations of the parties, the form of development, the duration, and dispute resolution. In addition, the partnership agreement must be reported to the relevant authority in accordance with the applicable laws and regulations.¹⁷

In principle, a partnership is a cooperation established for mutual benefit, but at a certain stage, it is expected to foster independence and not create dependency. Large enterprises are required to guide and develop MSMEs, provide support to MSMEs, offer opportunities, and prioritize capable MSMEs, among other obligations.¹⁸ Furthermore, in the performance of partnerships, the business actors involved are prohibited from

¹⁴ I Nyoman Mudana, *Hukum Persaingan Bisnis* (Bali: Universitas Udayana, 2015).

¹⁵ Anita Afriana, Agus Mulya Karsona, and Sherly Ayuna Putri, “Kemitraan Dalam Perspektif Persaingan Usaha Dan Penyelesaian Sengketa,” *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 4, no. 1 (December 31, 2020): 1–17, <https://doi.org/10.23920/acta.v4i1.359>.

¹⁶ Subekti, *Hukum Perjanjian* (Jakarta: Intermasa, 2005).

¹⁷ Rachmadi Usman, *Hukum Persaingan Usaha Di Indonesia* (Jakarta: Sinar Grafika, 2013).

¹⁸ A. Jajang W. Mahri et al., “Halal Certification Strategy in The Development of Small and Medium Industries,” *Jurnal Ekonomi Dan Bisnis Islam (Journal of Islamic Economics and Business)* 10, no. 2 (November 30, 2024): 340–68, <https://doi.org/10.20473/jebis.v10i2.60491>.

violating competition laws. Article 35 of the MSME Law stipulates that large enterprises are prohibited from owning and/or controlling MSMEs as their business partners. Similarly, medium enterprises are prohibited from engaging in the same practices.¹⁹

To ensure that partnerships, as described above, do not violate competition laws, partnerships must be supervised. KPPU, as the supervisory authority, ensures that the performance of partnerships upholds the principles of partnership, namely mutual need, mutual trust, mutual strengthening, and mutual benefit, while also maintaining business ethics.²⁰ KPPU is granted the authority to issue regulations concerning the procedures for supervising partnerships and to handle cases on violations of competition law in the performance of partnership agreements. The authority of the KPPU covers 4 (four) main tasks. First, the legal function, as an institution that is directly obliged and tasked to supervise and implement the regulation. Second, the administrative function, in this case the commission is also responsible for implementing other regulations that are in conflict. Third, the mediator function, as a mediator, the KPPU as an authority that receives complaints and reports of losses from the private sector, conducts independent investigations, holds discussions and dialogues with all parties involved, and makes decisions, and Fourth, the police function, because this commission is responsible for the implementation of the decisions it makes.²¹

It can be seen from the provisions of this article that one of the tasks of KPPU is to oversee agreements that may result in monopolistic practices or unfair business competition. Therefore, KPPU has the authority to investigate and evaluate partnership agreements. The supervision of partnership performance includes an evaluation of whether the substance of the agreement aligns with the principles of partnership, namely:

- a. Mutual necessity;
- b. Mutual trust;
- c. Mutual reinforcement; and
- d. Mutual benefit.²²

¹⁹ Oya Pinar Ardic, Nataliya Mylenko, and Valentina Saltane, "Access to Finance by Small and Medium Enterprises: A Cross-Country Analysis with A New Data Set," *Pacific Economic Review* 17, no. 4 (October 10, 2012): 491–513, <https://doi.org/10.1111/j.1468-0106.2012.00596.x>.

²⁰ Fenny Andriani, Eka Deviani, and Marlia Eka Putri AT, "The Policy of Cooperative and Small and Medium Enterprises Office in Improving Cooperative Achievement in Lampung Province," *Administrative and Environmental Law Review* 2, no. 1 (May 21, 2021): 1–10, <https://doi.org/10.25041/aclr.v2i1.2201>.

²¹ Abdul Kadir Jaelani, Resti Dian Luthviati, and Reza Octavia, "Indonesia's Omnibus Law on Job Creation: Legal Strengthening Digitalization of Micro, Small and Medium Enterprises," *Brazilian Journal of Law & International Relations* 3, no. 41 (2023): 209, https://openurl.ebsco.com/EPDB%3Agcd%3A14%3A16114270/detailv2?sid=ebsco%3Aplink%3Ascholar&id=ebsco%3Agcd%3A172802895&crl=c&link_origin=scholar.google.com.

²² Christine Overdevest and Jonathan Zeitlin, "Experimentalism in Transnational Forest Governance: Implementing European Union Forest Law Enforcement, Governance and Trade (FLEGT) Voluntary Partnership Agreements in Indonesia and Ghana," *Regulation & Governance* 12, no. 1 (March 17, 2018): 64–87,

The initiative for supervision of the performance of partnerships may not only be held by KPPU, but also by ministries, institutions, mass media, the public, and/or other sources. Essentially, there are two main aspects that KPPU must assess in its supervision. First, whether there is control by large or medium-sized businesses over MSMEs. Second, whether the partnership agreements and/or trade requirements that have been made comply with specific conditions.²³

In order to determine whether there is control by large and medium-sized businesses over MSMEs, KPPU may review the ownership and/or control of all or a significant portion of shares, capital, or assets, voting rights, agreements, and/or partnership agreements, and trade requirements. KPPU may assess whether there has been an acquisition of MSMEs or an establishment of a new company.²⁴ In conducting supervision of agreements, partnership agreements, and/or trade requirements, KPPU will consider several factors, including the principle of partnership, ethical business practices, whether the agreements and trade terms conflict with the fundamental principle of MSME independence, whether the agreements and trade requirements create dependency of MSMEs on larger businesses, whether the agreements and trade requirements disadvantage one party, whether the legal standing of the parties is equal, and whether the agreements and trade requirements create control or ownership of capital, shares, or assets of the business partner. If, after analysis, a violation is found, KPPU will follow up on the results of the supervision and initiate a case.²⁵

Based on the data found by the author on the KPPU website, partnership cases are quantitatively not as numerous as other competition law violation cases. It was found that only 7 (seven) cases were decided at the subsequent investigation stage, namely through KPPU assembly hearings, while other cases were resolved through behavioral changes.

Table 1. List of KPPU Decisions on Partnership Cases

Decision No.	Description	Decision Date
02/KPPU-K/2023	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 related to the implementation of a partnership between PT Hardaya Inti Plantations and the Plasma Amanah Cooperative.	July 9, 2024

<https://doi.org/10.1111/rego.12180>.

²³ Juvelin Rezara, "Legal Aspects and Policies for Indonesian SMES After The Omnibus Law-Challenges in The Regional Free Trade," *Indonesian Law Journal* 14, no. 2 (December 7, 2021): 137-55, <https://doi.org/10.33331/ILJ.V14I2.75>.

²⁴ Yayan Hernayanto, Kurnia Toha, and Udin Silalahi, "Quasi-Vertical Integration Model In Partnership Of Smes (Small Medium Enterprises) and The Role of Competition Commission in EU and Indonesia," *Indonesia Law Review* 14, no. 4 (2024): 53-99, <https://scholarhub.ui.ac.id/ilrev/vol14/iss4/5/>.

²⁵ Nugroho, *Hukum Persaingan Usaha Di Indonesia Dalam Teori Dan Praktik Serta Penerapan Hukumnya*.

02/KPPU-K/2020	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 related to the implementation of a partnership between PT Aburahmi and the Penukal Lestari Cooperative.	July 11, 2023
02/KPPU-K/2021	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 related to the implementation of a partnership by PT Guthrie Pecconina Indonesia in Musi Banyuasin Regency.	September 27, 2022
03/KPPU-K/2020	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 related to the implementation of a partnership by PT Suryabumi Tunggal Perkasa.	September, 27 2022
05/KPPU-K/2021	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 regarding the core-plasma pattern in the livestock sector related to the development and modernization of farms by PT Farmer Sejahtera.	July, 29 2022
21/KPPU-K/2019	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 related to the implementation of a partnership by PT BCAP with Citra Agro Sejahtera as a Plasma Partner in Mega Buana.	June, 03 2022
16/KPPU-K/2019	Alleged Violation of Article 35 Paragraph (1) of Law Number 20 of 2008 related to the implementation of a partnership between PT Pos Indonesia (Persero) and the owners/managers of agent counters across Indonesia.	February, 08 2022

Based on KPPU Regulation No. 2 of 2024 concerning Procedures for the Supervision and Handling of Partnership Cases, the decision of KPPU in a hearing or subsequent stage is final, meaning that no appeal can be submitted to the Commercial Court. However, in practice, one case was found to be appealed, namely PT Sinar Ternak Sejahtera, which is part of the PT Charoen Pokphand Indonesia, Tbk, which violated Article 35 paragraph (1) of Law Number 20 of 2008 in their partnerships with 117 plasma.²⁶

KPPU's role in overseeing SME partnerships is rooted in the principles of fair business competition, ensuring that large enterprises do not exploit their bargaining position to dominate or control smaller business partners. The primary objective of KPPU's supervision is to maintain a balanced and mutually beneficial relationship between business actors while fostering an economic environment that upholds market fairness and competitive integrity. By continuously monitoring partnership agreements, KPPU ensures that MSMEs retain their independence and are not subjected to unfair contractual terms or monopolistic practices.²⁷

²⁶ Muhammad Mutawalli et al., "Implementation of FLEGT Licensing Scheme in Deforestation Law Enforcement: Improvements and Handling in Indonesia," *Jurnal Hukum* 39, no. 2 (December 7, 2023): 130, <https://doi.org/10.26532/jh.v39i2.32210>.

²⁷ Irfan Ridwan Maksum, Amy Yayuk Sri Rahayu, and Dhian Kusumawardhani, "A Social Enterprise Approach to Empowering Micro, Small and Medium Enterprises (SMEs) in Indonesia," *Journal of Open Innovation: Technology, Market, and Complexity* 6, no. 3 (September 2020): 50,

A key challenge in this oversight process is the variation in business practices across different sectors, which often results in ambiguities in defining control and ownership. While Article 35 of the MSME Law clearly prohibits large enterprises from owning or controlling their SME partners, in practice, control can take indirect forms, such as dictating pricing strategies, operational management, or supply chain dependencies. As a result, KPPU's supervision must go beyond formal contract reviews and include behavioral assessments to identify whether an imbalance of power is occurring in a given partnership structure. This broader approach enables the Commission to proactively detect violations and intervene before unfair practices escalate into disputes.²⁸

Moreover, the effectiveness of KPPU's supervision is influenced by the willingness of businesses to comply voluntarily with corrective measures. In many cases, partnership violations arise from unclear legal interpretations or a lack of awareness among business actors regarding the competition law framework. This underscores the importance of KPPU's role not only as a regulatory enforcer but also as an educator, providing guidance on best practices for structuring partnerships in accordance with competition law principles. To enhance its supervisory effectiveness, KPPU has also begun collaborating with industry associations and government agencies to develop compliance programs that help businesses adopt fair competition policies from the outset of their partnerships.

Amicable Settlement in the Form of Behavioral Change as a Form of Law Enforcement for Effective and Efficient Partnership from the Perspective of Business Competition

The focus of supervision by KPPU includes several aspects, namely the partnership agreements and the performance of partnerships, as follows:

1. The existence or absence of a partnership agreement;
2. Whether the requirements in the partnership agreement are met or not. This is based on the provision that there are essential elements that must at least be present in a partnership agreement, the general principles of contract law, and specific principles as regulated in the MSME Law, including the matter of dispute resolution, which according to contract law theory is an element that can be added (*accidentalia*);
3. The potential for ownership or control and the potential misuse of bargaining position.

<https://doi.org/10.3390/joitmc6030050>.

²⁸ Aluf Ra'syiah Rabah and Ridho Ardiansyah, "Urgensi Pembaharuan Pengaturan Hubungan Kemitraan Guna Mendorong Pertumbuhan UMKM Di Indonesia," *Jurnal Persaingan Usaha* 3, no. 2 (November 10, 2023): 120–30, <https://doi.org/10.55869/kppu.v3i2.96>.

To determine whether there is control by large businesses or medium enterprises over MSMEs, KPPU will assess ownership and/or control of all or most of the shares, capital, or assets, voting rights, agreements, and/or partnership agreements, as well as trading requirements. KPPU may assess whether there is an acquisition of MSMEs or an establishment of new companies.²⁹

Based on several cases of suspected partnership violations analyzed by the author, the main issue generally lies in the unequal position of the parties, which often leads to abuse of circumstance as stipulated in Article 1321 of the Indonesian Civil Code. It is often found that partnership agreements are in the form of standard agreements. A standard agreement is a form of written contract prepared by one party, while the other party has little opportunity to negotiate or modify the clauses prepared by the opposing party, such as in indemnity clauses and methods of dispute resolution, which are non-negotiable.³⁰ Ultimately, unilateral agreements lead to an imbalance of rights and obligations.

Another issue that is commonly encountered is the "control" over partners. The meaning of the phrase "own and/or control" can be found in the explanation of Article 35 of the MSME Law and is also present in the Job Creation Law, where "own" refers to the legal transfer of ownership over a business entity/company and/or assets or wealth owned by MSMEs to a large business as its business partner in their partnership.

Meanwhile, "control" refers to the legal transfer of control over business activities and/or assets or wealth owned by MSMEs to large businesses as their business partner in the performance of the partnership. The phrase "own and/or control" also refers to actions or activities that enable control in any manner over the management and policies of a company.

In a partnership relationship, including core-plasma partnerships, large or medium enterprises as core companies are prohibited from owning MSMEs, which act as plasma and business partners. In this context, "owning" can be interpreted as a legal transfer of ownership, which can also include situations where a large business owns most or all of the shares, capital, and assets of micro, small, and medium enterprises.³¹

According to the author, the legal transfer of control can be implemented through decision-making authority over the MSMEs that are their partners. The control over decision-making represents a form of control over micro, small, and/or medium enterprises. Examples of such control can be exercised both directly and indirectly through the following actions:

²⁹ Afriana, Karsona, and Putri, "Kemitraan Dalam Perspektif Persaingan Usaha Dan Penyelesaian Sengketa."

³⁰ Christopher Iskandar, "Kekuatan Meningkatkan Klausula Syarat Batal Dalam Kontrak Bisnis Yang Menyampingkan Ketentuan Pasal 1266 Dan Pasal 1267 KUHP," *USU Law Journal* 2, no. 2 (2014): 1-11.

³¹ Tambunan, "Success Factors for the Development of Micro, Small, and Medium Industrial Clusters in Indonesia."

1. Ownership and/or control of shares, capital, or assets;
2. Voting rights;
3. Agreements and/or partnership agreements; and
4. Trade requirements.

The limitation on the meaning of control or the transfer of control in a legal sense refers to having authority over another company or large/medium-sized business in the position of controlling its business partner.³² In principle, control is not limited to the percentage of share ownership but also includes the ability of the business actor to influence and determine the policies of the business entity, regardless of the amount of shares owned.³³

The stages of how a case is handled by KPPU consist of a preliminary warning and a subsequent investigation. At the stage of the subsequent investigation, the decision of KPPU is final. In principle, the supervision of partnership agreements and the performance involving MSMEs is part of the enforcement of competition law, as the author describes below:

Supervision → Law Enforcement



In performing its duties to supervise the implementation of Law No. 5 of 1999, KPPU has the authority to conduct investigations and assessments of business, witnesses, or other parties, either based on a report (Article 39) or through an investigation initiated by KPPU itself (Article 40). The legal status of the business actors under investigation by KPPU varies depending on the type of case, whether it is based on a report or KPPU's initiative. If the assessment is based on a report, the business actor under investigation is referred to as the "reported party," whereas for cases initiated by KPPU, the business actor under investigation is called a "witness".³⁴

³² Aluf Ra'syiah Rabah & Ridho Ardiansyah, "Urgensi Pembaharuan Pengaturan Hubungan Kemitraan Guna Mendorong Pertumbuhan UMKM di Indonesia", *Jurnal Persaingan Usaha*, Volume 3 No. 2 Tahun 2023.

³³ Herliana, "Regional Innovation Cluster for Small and Medium Enterprises (SME): A Triple Helix Concept."

³⁴ Mudana, *Hukum Persaingan Bisnis*.

Based on the analysis of KPPU data, partnership cases are quantitatively resolved through a change of behavior, therefore they did not proceed to further investigation. According to the author, partnership agreements, formed based on mutual needs and benefits between businesses, are closely related to economic and business issues. Therefore, in principle, a resolution that ends with a behavioral change constitutes an "amicable" settlement, which the author considers more effective and efficient compared to a resolution that proceeds through further stages and results in a decision.³⁵

In handling cases, the truth sought by KPPU (Indonesian Competition Commission) is the material truth, whereas the truth sought in civil procedural law is the formal truth. In searching for material truth, KPPU must be convinced that the business actor either did or did not commit acts that lead to monopolistic practices or unfair business competition. The Criminal Procedure Code (KUHAP) is referred to in this matter because the functions of investigation and assessment are not recognized in civil procedural law. Additionally, KPPU aims to seek material truth.³⁶

To establish certainty, the commission panel must determine whether the conduct that caused monopolistic practices or unfair competition occurred. In the process of seeking this certainty, the commission is authorized to summon business actors who are reasonably suspected of committing violations. A reasonable suspicion is one that arises from the investigation process conducted by the commission. Business actors are given the right to present their views as a means of self-defense against the commission's allegations. After suspicion arises and the business actors' defense has been heard, to achieve material truth, the commission may conduct evidence gathering by summoning witnesses, expert witnesses, and any individuals deemed knowledgeable of the violation. Additionally, documents can also be used as evidence.³⁷

After conducting investigations, hearing the defense of business actors, and gathering evidence, the commission may render a decision. The decision will determine whether a violation was committed by the business actors under investigation and whether there was harm to other business actors as a result of the violation. By observing the investigation process up to the decision-making conducted by the Commission, it becomes clear that the truth sought in monopoly and unfair competition cases is the material truth, based on tangible evidence and the Commission's unwavering conviction.

Furthermore, KPPU decisions are enforced voluntarily, with an administrative nature, *e.g.*, compensation. If the respondent does not comply voluntarily, an application for execution must be submitted to the District Court. The existence of the fiat execution

³⁵ Maksimov, Wang, and Luo, "Reducing Poverty in The Least Developed Countries: The Role of Small and Medium Enterprises."

³⁶ Wibowo and Sinaga, *Hukum Acara Persaingan Usaha*.

³⁷ Febrina, "Persaingan Usaha Pada Era Digital Menurut Persepektif Hukum Persaingan Usaha."

mechanism can counter the perception that KPPU holds excessive power.³⁸

Fiat execution in this context refers to the court's approval to enforce KPPU's decision. This approval will certainly not be granted if the presiding judge believes that KPPU has erred in their decision of the case. Based on the explanation above, the author can conclude that the examination of cases at KPPU seeks material truth and is of a public nature. This is because, although the relationship formed between business actors is a civil relationship based on an agreement, such as through a partnership scheme, the side effects of unfair business competition will impact Indonesia's economic development, including in terms of global business ethics. The substance of objections to KPPU decisions submitted to the commercial court, as regulated in the Omnibus Law, represents another aspect showing that competition law enforcement must be conducted effectively and efficiently, capable of fostering a favorable business climate. The submission of objections to the commercial court, rather than the district court as was previously the case, aims to implement the principles of a quick, simple, and low-cost resolution in dispute settlements. A slight ambiguity arises when KPPU law enforcement is public in nature and seeks material truth, yet objections are handled through civil procedural law.³⁹

Pursuant to Articles 32 through 34 of Government Regulation No. 17 of 2013 and KPPU Regulation No. 2 of 2024, the procedures for handling partnership cases are as follows:

1. Examination conducted by KPPU;
2. Examination based on a report or initiative;
3. Preliminary investigation;
4. Written warnings (up to 3 times);
5. Further investigation;
6. Decision regarding administrative sanctions (revocation of business license and/or fines).

One example of partnership case resolution at the preliminary examination stage is the case of PT Anjawani Mitra Madani ("PT AMM"). The decision stated that PT AMM had implemented all corrections as outlined in the First Written Warning and the Second Written Warning and therefore terminated Case Number 06/KPPU-K/2021 concerning the Alleged Violation of Article 35(1) of the MSME Law related to the Implementation of Broiler Chicken Partnerships by PT Anjawani Mitra Madani in West Java Province. In this case, KPPU requested that PT AMM improve its partnership implementation with 176 plasma farmers who were its partners. KPPU found indications of control exercised by PT AMM over the plasma farmers within the partnership relationship between the two

³⁸ Usman, *Hukum Persaingan Usaha Di Indonesia*.

³⁹ Herliana, "Regional Innovation Cluster for Small and Medium Enterprises (SME): A Triple Helix Concept."

parties, such as the transfer of risk to the plasma farmers and the lack of transparency in record-keeping and agreements.⁴⁰

For this conduct, KPPU issued the First and Second Written Warnings, which ordered PT AMM to improve its partnership relationship with the plasma farmers, including revising the clauses in the agreements and improving the partnership implementation with its partners, specifically as follows:

1. Revision of contract clauses;
2. Revision of clauses related to pricing and bonuses;
3. Improvement of the partnership performances between PT AMM and the plasma farmers;
4. Providing comprehensive understanding to all field staff who directly interact with plasma farmers regarding the partnership mechanism; and
5. Ensuring that plasma farmers receive accurate information related to the partnership mechanism as per the updated agreement and ensuring that plasma farmers receive and adhere to the updated agreement.⁴¹

The Commission's decision was the result of their evaluation to terminate the case after the respondent had implemented all corrections for the alleged violations in accordance with the Written Warnings. Due to the change in behavior during the preliminary investigation, no sanctions were imposed, and the case was resolved amicably. In the context of behavior change, business actors and/or other parties suspected of violating the law must provide a written statement and commit to canceling prohibited agreements, ceasing prohibited activities, stopping the abuse of a dominant position, and/or complying with the commission's orders. Subsequently, KPPU will supervise the behavior change, and if the commitment is fulfilled, the case will be terminated. However, if not fulfilled, KPPU will proceed to case filing for the behavior change requested at the investigation stage or continue the investigation if the behavior change is requested at the preliminary examination stage.⁴²

A request for behavior change can be submitted to the commission panel at the investigation stage, accompanied by a letter of behavior change statement. The respondent who submits a request for behavior change during the preliminary examination stage may undergo an expedited examination process, while the respondent who does not submit a behavior change request will proceed to further examination. KPPU will supervise the

⁴⁰ Nurani, Nurjanah, and Prihantoro, "Competence of Human Resources of Small and Medium Enterprises (MSMEs) of West Java through Intellectual Property Rights (IPR) Protection in the COVID-19 Pandemic Era."

⁴¹ Jaelani, Luthviati, and Octavia, "Indonesia's Omnibus Law on Job Creation: Legal Strengthening Digitalization of Micro, Small and Medium Enterprises."

⁴² Rezara, "Legal Aspects and Policies for Indonesian SMES After The Omnibus Law-Challenges in The Regional Free Trade."

behavior change, and if the commitment is fulfilled, the case will be terminated. This method of resolution should continue to be prioritized and can be considered part of restorative justice, which emphasizes law enforcement aimed at restoring the status quo and restoring good relations within society.⁴³

One of the most significant aspects of KPPU's enforcement strategy is its emphasis on behavioral change as a legal remedy, allowing businesses to rectify anti-competitive practices without immediately resorting to punitive sanctions. This approach aligns with the principles of restorative justice, where the primary goal is to restore market fairness and maintain cooperative business relationships, rather than merely penalizing offenders. By offering businesses the opportunity to modify their behavior and restructure their agreements, KPPU ensures that law enforcement mechanisms do not disrupt the continuity of commercial operations, which is particularly crucial for MSMEs that rely on stable partnerships for growth.⁴⁴

Empirical data from KPPU case records between 2019 and 2023 indicate that the majority of partnership violations were resolved through behavioral adjustments, with only a small fraction of cases escalating to administrative sanctions. This demonstrates that most business actors are willing to comply with corrective measures when given the opportunity to do so. However, the success of this approach depends on KPPU's ability to monitor and enforce these behavioral commitments effectively. If businesses fail to implement the required changes, KPPU must escalate enforcement actions, including the imposition of financial penalties, contract nullifications, or even criminal proceedings in extreme cases.⁴⁵

Despite its advantages, the behavioral change approach is not without limitations. Some critics argue that it lacks the deterrent effect necessary to prevent future violations, as businesses may perceive it as a lenient enforcement mechanism. To address this concern, KPPU has adopted a tiered supervision model, in which behavioral change is only offered at the preliminary stage of investigation. If a business repeatedly violates the same provisions or fails to honor its commitments, more severe penalties are applied. This system ensures that law enforcement remains both flexible and firm, striking a balance between encouraging compliance and maintaining legal accountability.

Looking forward, strengthening the legal framework for behavioral enforcement could enhance its effectiveness in promoting long-term compliance. Future regulatory developments could include clearer guidelines on behavioral modification

⁴³ Hernayanto, Toha, and Silalahi, "Quasi-Vertical Integration Model In Partnership Of Smes (Small Medium Enterprises) and The Role of Competition Commission in EU and Indonesia."

⁴⁴ Hartono, Afriana, and Faisal, "Fungsi Jaminan Sebagai Bentuk Kelonggaran Pelaksanaan Pembayaran Denda Pelanggaran Praktek Monopoli Dan Persaingan Usaha Tidak Sehat."

⁴⁵ Rabah and Ardiansyah, "Urgensi Pembaharuan Pengaturan Hubungan Kemitraan Guna Mendorong Pertumbuhan UMKM Di Indonesia."

requirements, stricter monitoring mechanisms, and stronger collaboration between KPPU and judicial authorities. By refining this approach, Indonesia can further solidify its competition law enforcement framework, ensuring that MSME partnerships operate within a transparent, fair, and sustainable legal environment.

4. Conclusion

The findings of this study highlight the crucial role of KPPU in supervising and enforcing legal compliance in MSME partnerships, ensuring that large enterprises do not exert excessive control over their smaller counterparts. The study confirms that partnership agreements, while essential for business growth, must be structured in a way that upholds fair competition principles. The enforcement process involves two primary stages: a preliminary phase, where KPPU provides an opportunity for businesses to correct anti-competitive behaviors, and a subsequent phase, where administrative and financial sanctions are imposed if violations persist. The emphasis on behavioral change as an enforcement tool aligns with restorative justice principles, offering businesses a chance to rectify their practices while maintaining commercial stability. However, this approach requires consistent monitoring and legal reinforcement to ensure long-term compliance.

In practical terms, a balance must be struck between fostering business growth and maintaining competition integrity. The study suggests that while behavioral adjustments have been effective in many cases, KPPU must strengthen its enforcement mechanisms by enhancing monitoring processes, increasing transparency in decision-making, and refining its legal framework to prevent repeat offenses. The implementation of clearer regulatory guidelines and closer collaboration between KPPU, judicial authorities, and industry stakeholders will further improve the effectiveness of competition law enforcement in Indonesia. Future research could explore comparative legal frameworks from other jurisdictions to assess best practices in SME partnership regulation. Ultimately, ensuring that SME partnerships operate within a fair, transparent, and sustainable competition framework will contribute to Indonesia's broader economic resilience and market stability.

References

- Afriana, Anita, Agus Mulya Karsona, and Sherly Ayuna Putri. "Kemitraan Dalam Perspektif Persaingan Usaha Dan Penyelesaian Sengketa." *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 4, no. 1 (December 31, 2020): 1-17. <https://doi.org/10.23920/acta.v4i1.359>.
- Andriani, Fenny, Eka Deviani, and Marlia Eka Putri AT. "The Policy of Cooperative and Small and Medium Enterprises Office in Improving Cooperative Achievement in Lampung Province." *Administrative and Environmental Law Review* 2, no. 1 (May 21, 2021): 1-10. <https://doi.org/10.25041/aclr.v2i1.2201>.

- Ardic, Oya Pinar, Nataliya Mylenko, and Valentina Saltane. "Access to Finance by Small and Medium Enterprises: A Cross-Country Analysis with A New Data Set." *Pacific Economic Review* 17, no. 4 (October 10, 2012): 491–513. <https://doi.org/10.1111/j.1468-0106.2012.00596.x>.
- Dugaan Pelanggaran Pasal 23 Undang-Undang Nomor 5 Tahun 1999 Terkait Persekongkolan Untuk Mendapatkan Rahasia Perusahaan PT Chiyoda Kogyo Indonesia. Indonesia: 08/KPPU-L/2024, issued 2025.
- Efendi, Jonaedi, and Prasetyo Rijadi. *Metode Penelitian Hukum Normatif Dan Empiris*. Jakarta: Kencana, 2016.
- Febrina, Rezmia. "Persaingan Usaha Pada Era Digital Menurut Persepektif Hukum Persaingan Usaha." *Jurnal Karya Ilmiah Multidisiplin (JURKIM)* 2, no. 1 (January 31, 2022): 121–27. <https://doi.org/10.31849/jurkim.v2i1.9309>.
- Halik, Rizky Ariesty Fachrysa, Amzul Rifin, and Siti Jahroh. "Pengaruh Kemitraan Terhadap Kinerja Usaha Mikro Dan Kecil Tahu Di Indonesia." *Jurnal Agribisnis Indonesia* 8, no. 2 (December 8, 2020): 164–74. <https://doi.org/10.29244/jai.2020.8.2.164-174>.
- Hartono, Reynata Alya, Anita Afriana, and Pupung Faisal. "Fungsi Jaminan Sebagai Bentuk Kelonggaran Pelaksanaan Pembayaran Denda Pelanggaran Praktek Monopoli Dan Persaingan Usaha Tidak Sehat." *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 6, no. 1 (December 30, 2022): 33–50. <https://doi.org/10.23920/acta.v6i1.1004>.
- Herliana, Sri. "Regional Innovation Cluster for Small and Medium Enterprises (SME): A Triple Helix Concept." *Procedia - Social and Behavioral Sciences* 169 (January 2015): 151–60. <https://doi.org/10.1016/j.sbspro.2015.01.297>.
- Hernayanto, Yayan, Kurnia Toha, and Udin Silalahi. "Quasi-Vertical Integration Model In Partnership Of Smes (Small Medium Enterprises) and The Role of Competition Commission in EU and Indonesia ." *Indonesia Law Reviewer* 14, no. 4 (2024): 53–99. <https://scholarhub.ui.ac.id/ilrev/vol14/iss4/5/>.
- Iskandar, Christopher. "Kekuatan Mengingkari Klausula Syarat Batal Dalam Kontrak Bisnis Yang Menyampingkan Ketentuan Pasal 1266 Dan Pasal 1267 KUHP." *USU Law Journal* 2, no. 2 (2014): 1–11.
- Jaelani, Abdul Kadir, Resti Dian Luthviati, and Reza Octavia. "Indonesia's Omnibus Law on Job Creation: Legal Strengthening Digitalization of Micro, Small and Medium Enterprises." *Brazilian Journal of Law & International Relations* 3, no. 41 (2023): 209. https://openurl.ebsco.com/EPDB%3Aagcd%3A14%3A16114270/detailv2?sid=ebsco%3Aplink%3Ascholar&id=ebsco%3Aagcd%3A172802895&crl=c&link_origin=scholar.google.com.
- Jaramillo, Juanita Álvarez, Jhon Wilder Zartha Sossa, and Gina Lía Orozco Mendoza. "Barriers to Sustainability for Small and Medium Enterprises in The Framework of Sustainable Development-Literature Review." *Business Strategy and the Environment* 28, no. 4 (May 11, 2019): 512–24. <https://doi.org/10.1002/bse.2261>.
- Lubis, Andi Fahmi, Anna Maria Tri Anggraini, Budi Kagramanto, Hawin Hawin, and Ningrum Natasya Sirait. *Hukum Persaingan Usaha*. Jakarta: Komisi Pengawas Persaingan Usaha (KPU), 2017.
- Mahri, A. Jajang W., Isnaeni Gelda, Juliana Juliana, Aneu Cahkyaneu, and Aam Selamat Rusydiana. "Halal Certification Strategy in The Development of Small and Medium

- Industries." *Jurnal Ekonomi Dan Bisnis Islam (Journal of Islamic Economics and Business)* 10, no. 2 (November 30, 2024): 340–68. <https://doi.org/10.20473/jebis.v10i2.60491>.
- Maksimov, Vladislav, Stephanie Lu Wang, and Yadong Luo. "Reducing Poverty in The Least Developed Countries: The Role of Small and Medium Enterprises." *Journal of World Business* 52, no. 2 (February 2017): 244–57. <https://doi.org/10.1016/j.jwb.2016.12.007>.
- Maksum, Irfan Ridwan, Amy Yayuk Sri Rahayu, and Dhian Kusumawardhani. "A Social Enterprise Approach to Empowering Micro, Small and Medium Enterprises (SMEs) in Indonesia." *Journal of Open Innovation: Technology, Market, and Complexity* 6, no. 3 (September 2020): 50. <https://doi.org/10.3390/joitmc6030050>.
- Mudana, I Nyoman. *Hukum Persaingan Bisnis*. Bali: Universitas Udayana, 2015.
- Mutawalli, Muhammad, Maskun Maskun, Harlida Abdul Wahab, and Andi Tenri Yeyeng. "Implementation of FLEGT Licensing Scheme in Deforestation Law Enforcement: Improvements and Handling in Indonesia." *Jurnal Hukum* 39, no. 2 (December 7, 2023): 130. <https://doi.org/10.26532/jh.v39i2.32210>.
- Nugroho, Susanti Adi. *Hukum Persaingan Usaha Di Indonesia Dalam Teori Dan Praktik Serta Penerapan Hukumnya*. Jakarta: Kencana Prenada Media Group, 2012.
- Nurani, Nina, Rida Nurjanah, and Iwan Prihantoro. "Competence of Human Resources of Small and Medium Enterprises (MSMEs) of West Java through Intellectual Property Rights (IPR) Protection in the COVID-19 Pandemic Era." *PalArch's Journal of Archaeology of Egypt/Egyptology* 17, no. 10 (2020): 3878–96.
- Overdevest, Christine, and Jonathan Zeitlin. "Experimentalism in Transnational Forest Governance: Implementing European Union Forest Law Enforcement, Governance and Trade (FLEGT) Voluntary Partnership Agreements in Indonesia and Ghana." *Regulation & Governance* 12, no. 1 (March 17, 2018): 64–87. <https://doi.org/10.1111/rego.12180>.
- Rabah, Aluf Ra'syiah, and Ridho Ardiansyah. "Urgensi Pembaharuan Pengaturan Hubungan Kemitraan Guna Mendorong Pertumbuhan UMKM Di Indonesia." *Jurnal Persaingan Usaha* 3, no. 2 (November 10, 2023): 120–30. <https://doi.org/10.55869/kppu.v3i2.96>.
- Rezara, Juvelin. "Legal Aspects and Policies for Indonesian SMES After The Omnibus Law-Challenges in The Regional Free Trade." *Indonesian Law Journal* 14, no. 2 (December 7, 2021): 137–55. <https://doi.org/10.33331/ILJ.V14I2.75>.
- Subekti. *Hukum Perjanjian*. Jakarta: Intermasa, 2005.
- Tambunan, Tulus. "Success Factors for the Development of Micro, Small, and Medium Industrial Clusters in Indonesia." *Journal of Asian Development Studies* 12, no. 1 (March 30, 2023): 7–25. <https://doi.org/10.62345/>.
- Usman, Rachmadi. *Hukum Persaingan Usaha Di Indonesia*. Jakarta: Sinar Grafika, 2013.
- Wibowo, Destivano, and Harjon Sinaga. *Hukum Acara Persaingan Usaha*. Jakarta: PT Raja Grafindo Persada, 2005.