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Status And Legal Relationship Between Plasma Farmers And Core Companies In Partnership Agreements (Case Study At Pt. Sierad Produce, Tbk Div. Partnership)

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ABSTRACT

In this study, the authors used empirical legal research methods based on primary data sources based on field research on partnership agreements, interviews with users. Secondary data is literature study by reading and studying and understanding literature books as well as the knowledge gained during lectures. In addition to conducting interviews and observations. The analysis used was descriptive qualitative, namely a data analysis method that classifies and selects data obtained from field research according to its quality and truth, then linked with theories, principles and legal principles obtained from literature studies so that answers are obtained. formulated problem. Theory used: 1. Grand Theory (Theory of Legal Relations); According to R. Soeroso: Legal relationship is a relationship between two or more legal subjects. In this legal relationship, the rights and obligations of one party deal with the rights and obligations of the other party. That the law regulates the relationship between one person and another, between people and society is regulated by law. Whoever disturbs or ignores this relationship, then he can be forced by law to respect it. So every legal relationship has two aspects: the aspect of "bevoegdheid" (power/authority or right) with its opponent "plicht" or obligation. The authority granted by law to legal subjects (persons or legal entities) is called "rights". 2. Middle Theory (Theories in Contract Law); Freedom of contract is a reflection of the development of free market ideas pioneered by Adam Smith. Adan Smith, with his classical economic theory, underlies the thinking of Jeremy Bentham, known as Jeremy Benthan's utilitarianism, in his book Ĭntruction to the Morals and Legislation, which argues that law aims to realize only what is beneficial to people. 3. Utilitis Theory: the purpose of law is: to guarantee the maximum happiness for as many people as possible. Certainty through law for individuals is the main goal of law. In this case Bentham's opinion is emphasized on things that are useful and general in nature. Applied Theory (Partnership Pattern); The concept of economic democracy in Pancasila does not allow free fighting between the strong and the weak, but is more directed towards harmony and mutual support between economic actors, this creates an obligation for the government to regulate and establish legislation.

1. Introduction

Based on Article 1313 of the Civil Code (KUH Percivil), it is stated that "An agreement is an act by which one or more persons bind themselves to one or more persons". The formulation of the article provides the understanding that an agreement gives birth to an engagement that creates obligations or achievements from one or more people (parties) to one or more other people (parties) who are entitled to these achievements.

According to the eyes of ordinary people, covenant and engagement have the same meaning. But covenants and engagements actually point differently. "An engagement is a legal relationship (concerning property) between two persons, which gives one the right to demand goods from the other, while the other person is obliged to comply with those demands".

The essence between an engagement and an agreement is basically the same, which is a legal relationship between the parties bound therein, but the definition of engagement is broader than an agreement, because the legal relationship that exists in an engagement arises not only from the agreement but also from the laws and regulations. What distinguishes the two is that the agreement is essentially the result of the agreement of the parties, so the source is really the freedom of the existing parties to be bound by the agreement as stipulated in article 1338 of the Civil Code.

There are different views from scholars regarding treaties because of different points of view, that is, one party sees the object of the deed, carried out by the subject of the law. While the other party reviews from the point of legal relations. That led to many scholars setting their own limits on the terms of the treaty. According to the widely held opinion (*communis opinion doctorum*) an agreement is a legal act based on the word agreement to cause a legal effect. This is also in agreement with Sudikno, who said that "an agreement is a legal relationship between two or more parties based on the word agreement to cause a legal effect".

According to R. Setiawan, the definition is incomplete, because it only mentions unilateral consent and is also very broad because the use of the word "deed" includes voluntary representation and unlawful acts. R. Setiawan then formulated a definition of acts aimed at causing legal consequences, and added the words "or bind themselves together" in Article 1313 of the Civil Code. So that the formulation of a covenant is a legal act, where one or more people bind themselves to one or more people.

According to Rutten, the formulation of the agreement according to Article 1313 of the Civil Code is too broad and contains several weaknesses. Similar opinions are also expressed by civil law scholars, generally considering the definition of agreement according to Article 1313 of the Civil Code to be incomplete and too broad. Covenants are part of the covenant, so covenants are the source of engagement and they have a broader scope than covenants. Regarding the engagement itself is regulated in book III of the Civil Code, as it is known that an engagement originates from agreements and laws. Therefore that the agreement is the same as the contract.

R. Wirjono Prodjodikoro defines an agreement as a legal relationship regarding property between the two parties, in which one party has the right to demand the implementation of the promise.

Meanwhile, according to Abdul Kadir Muhammad reformulated the definition of Article 1313 of the Civil Code as follows, that the so-called agreement is an agreement by which two or more people bind each other to carry out something in the field of wealth.

According to Wirjono Prodjodikoro is: "An agreement is a legal relationship regarding property between two parties, in which one party promises or is considered to promise to do

something or not do something, while the other party has the right to demand the implementation of the agreement."

While Article 1313 of the Civil Code provides the following formula: A covenant is an act by which one or more persons bind themselves to one or more persons."

The formulation of the agreement or agreement referred to in the provisions of Article 1313 of the Civil Code is an agreement that gives rise to an engagement (an agreement that is one of the sources of engagement, in addition to other sources, namely law). With reference to the provisions of Article 1313 of the Civil Code mentioned above, it can be said that for agreements that have been made and meet the conditions specified in the law, the agreement is binding on both parties like the law, meaning that it gives rise to rights and obligations for the parties who make it, because basically every agreement must be kept.

2. Materials and Methods

A. Grand Theory

In the discussion of this thesis, the grand theory used is the theory of Legal Relations. According to R. Soeroso, Legal Relationship is a relationship between two or more legal subjects. In this legal relationship, the rights and obligations of one party are faced with the rights and obligations of the other. That the law governs the relationship between one person and another, between people and society is governed by law.

Whoever interferes or ignores this relationship can be compelled by law to respect it. So every legal relationship has two facets: the "bevoegdheid" (power/authority or right) aspect and the opposite "plicht" or obligation. The authority granted by law to a legal subject (person or legal entity) is called a "right".

Thus law as a set of regulations governing social relations gives a right to the subject of law to do something or demand something required by that right, and the exercise of these authorities / rights and obligations is guaranteed by law.

Regarding legal relations, Logeman argues, that in every legal relationship there is a party who is authorized / entitled to request achievements called "prestatie subject" and parties who are obliged to perform achievements called "plicht-subject".

Each legal relationship has two aspects, namely:

a. Bevoegdheid or authority, which is called the right and
b. Plicht or obligation, is a passive facet of legal relations.

Soeroso divided the legal relationship into three types, namely:

1. Unilateral legal relationship or (eenzilijdige rechtsbetrekkingen). In the case of one-sided legal relations, only one party is authorized. The other party is only obligated. So in this one-sided legal relationship there is only one party in the form of giving something, doing something or not doing something (Article 1234 of the Civil Code).
2. Two-sided legal relations (tweezijdige rechtsbetrekkingen). Example: In a sale and purchase agreement both parties (each) have the authority / right to ask for something from the other party. But on the contrary, both parties (each) are also obliged to give something to the other party (Article 1457 of the Civil Code).

The relationship between "one" legal subject and "all" other legal subjects. This relationship exists in terms of "eigendomsrect" (property rights).

B. Middle Theory

In this thesis, the middle theory used is the theory of freedom of contract, which includes the following:

a. Utilitarianism Theory by Jeremy Bentham:

Freedom of contract reflects the development of the free market concept pioneered by Adam Smith. Jeremy Bentham, influenced by Adam Smith's classical economic theory, formulated utilitarianism. In his book "Introduction to the Principles of Morals and Legislation," Bentham argued that the purpose of the law is to promote the maximum happiness for the greatest number of people. According to utilitarianism, the objective of the law is to ensure maximum happiness for as many individuals as possible. Legal certainty for individuals is the primary objective of the law. In this context, Bentham's opinion aligns with the Legal Sovereignty Theory by Krabbe.

Krabbe stated that the authority of the law should be sought within the reaction of the legal conscience of individuals; thus, the authority is not external but internal. Legal sovereignty means the law is above everything, including the state. Therefore, according to Krabbe, a good state is a state governed by the rule of law (Rechtstaat), where every action of the state can be held accountable to the law.

The principle of freedom of contract in making agreements is a form of individual sovereignty in legal actions. Every individual has the right to autonomously engage in contracts with other individuals or groups based on their own interests.

C. The 3P Theory

This theory is based on the ideas of Scoott J. Burham, who emphasizes that the preparation of a contract should begin with the following considerations:

a. Predictable: In the design and analysis of a contract, a drafter should be able to forecast or predict potential outcomes and possibilities related to the contract being drafted.
b. Provider: This means being prepared for possible events or circumstances that may arise.
c. Protection of Law: Legal protection for the contract that has been designed and analyzed to safeguard clients or business actors from the potential worst-case scenarios in their business operations.

D. Applied Theory

In this thesis, the applied theory analysis and perspectives used include:

Economic Theory: The concept of economic democracy in Pancasila aims to prevent free competition between the strong and the weak, instead fostering harmony and mutual support among economic actors. The government's role is to regulate and establish legislation to promote cooperation among small businesses through various partnership models. This cooperation is intended to allow small entrepreneurs to actively participate with larger entrepreneurs, as small businesses play an integral and crucial role in national economic development. The government aims to create win-win partnerships that benefit both parties through trust and equal positioning.

Legal Positivism Theory (John Austin): According to John Austin, legal positivism views law as commands issued by sovereign authorities, distinct from moral considerations. The essence of law lies in the "command" made by a sovereign authority directed towards its subjects, backed by sanctions if the command is violated. Law is perceived as a fixed, logical, and closed system. The superior authority determines what is allowed, and their power compels others to obey. They enforce law by instilling fear and directing the behavior of others towards their desired outcome. Law is viewed as a compelling command, which can either be wise and just or otherwise.

Legal Certainty Theory:

Legal certainty, according to Sudikno Mertokusumo, ensures that the law is enforced properly and accurately. Having legal certainty in a country necessitates the regulation of laws through legislation established by the government. Legal certainty is generally associated with written legal norms. Law without legal certainty loses its identity and meaning as a guide to

individual behavior. Legal certainty is the primary objective of the law, encompassing not only the provisions within legislation but also consistency in judges' decisions for similar cases already decided.

3. Results and Discussions

Legal Protection for Plasma Farmers as a Result of Partnership Agreements

The policy implemented by PT. Sierad Produce as the core company in this partnership is in accordance with Government Regulation No. 44 of 1997 regarding Partnerships. In Article 3, it is stated that in the core-plasma model, the large and/or medium enterprises as the core are responsible for developing and nurturing small businesses that act as their plasma partners. The responsibilities include:

a. Providing and preparing land, b. Supplying production facilities, c. Providing technical guidance for business and production management, d. Acquiring, mastering, and improving necessary technology, e. Providing financing, and f. Providing other necessary assistance to enhance business efficiency and productivity.

In the implementation of the partnership model at PT. Sierad Produce as the core company, they have met the above requirements. However, it should be noted that in practice, the principle of equal partnership for both parties seems difficult to achieve. The core company, with its stronger financial position, tends to dictate the terms of the partnership and decide on how to address any future issues. On the other hand, the plasma farmers simply have to accept all the terms set by the core company without having the ability to negotiate. This imbalance can potentially lead to the exploitation of the plasma farmers by the core company. Therefore, both parties should emphasize good intentions and work together towards mutually beneficial goals. In such situations, the involvement of the local government as a facilitator is crucial.

Based on field research, PT. Sierad Produce uses a Sharia agreement known as "Bai'u Salam" as the basis for the partnership. The agreement contains 15 articles that cover essential elements of the partnership, such as the names and positions of each party, the scope of the business to be conducted, the duration of the agreement, the quantity and price of the livestock (Sarana Produksi Ternak) to be ordered, payment details, delivery procedures, reconciliation, the rights and obligations of each party, taxes to be borne by each party, partner statements and guarantees, breach of contract consequences, force majeure, correspondence, changes and amendments to the agreement, and dispute resolution.

Furthermore, in the agreement, Article 7 regarding the rights and obligations of each party, point 7.1.3 states that PT. Sierad is obliged to provide technical guidance and advice to the Partners to improve and/or perfect their poultry farming activities. Point 7.1.6 stipulates that PT. Sierad has the right to obtain the harvest results from the Partners based on the previously agreed-upon orders for poultry.

The partnership agreements made by each core company are standardized agreements, where each clause represents the interests of the company drafting it, while the interests of the plasma farmers tend to be overlooked. It is undeniable that the use of standardized agreements is common practice in today's business world, as they offer efficiency in terms of time and cost for the companies involved. As long as the plasma farmers understand the content of the agreement they sign with the core company, there should be no issues with applying the standardized agreement. This means the plasma farmers should be aware of the potential consequences resulting from the agreement. However, in reality, the plasma farmers often have little understanding of the standardized agreement they sign, leaving their businesses entirely dependent on the core company. If the core company is committed to the partnership, there should be no problems, but if the core company is solely profit-driven, it can be highly detrimental to the plasma farmers.

Dispute Resolution for Partnership Agreements

As mentioned in the written agreement in Article 15, point 15.1, if any disputes arise in the interpretation or implementation of the provisions of this agreement, both parties agree to first resolve the dispute through mutual consultation. 15.2 states that if the consultation mentioned in Article 15, point 15.1 does not result in an agreement on dispute resolution, then all disputes arising from this agreement will be settled and decided upon by the Cibinong District Court in Bogor or the National Sharia Arbitration Body (BASYARNAS) in accordance with BASYARNAS administrative regulations and procedures. The decision of BASYARNAS will be binding for the disputing parties, and it will serve as the first and final level of decision.

4. Conclusion

Based on the description of the previous chapters on the Position and Legal Relationship between Plasma Farmers and Core Companies in the Partnership Agreement at PT. Sierad Produce, Tbk, then the author formulates the following conclusions: 1. In principle, the relationship between Plasma Breeders and Core Companies (PT. Sierad Produce) is a mutually beneficial partnership relationship. Where plasma farmers get capital assistance in the form of livestock production facilities from the core company, and vice versa the core company can market its livestock production facilities, be it feed, medicine or chicken breeds (DOC). This partnership agreement is mutually agreed, legally both parties have a balanced position because there is no element of coercion in carrying out the agreement.

PT. Sierad Produce as an integration company in the livestock sector in a partnership agreement agreement in this case using sharia bai'tusalam. Content of the Agreement Similar companies in conducting their business are supervised by the Business Competition Supervisory Commission (KPPU) formed to oversee the implementation of Law No. 5 of 1999. In accordance with Article 19 of Law No. 5 of 1999 concerning market control. The partnership agreement made between PT. Sierad Produce as a core company with plasma breeders has no monopoly element. Legally it has provided protection for plasma farmers, because in the agreement the rights and obligations of each party have been agreed. If there is a dispute in accordance with Article 15 of the content of the agreement point 15.1 in the interpretation or implementation of the provisions of the Agreement Agreement, the Parties agree to first resolve it amicably. 15.2 If the deliberations referred to in Article 15 paragraph 1 of this Agreement do not result in an agreement regarding the settlement of disputes, then all disputes arising from this Agreement will be resolved and decided by the Local District Court or the National Sharia Arbitration Board (BASYARNAS).

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