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Legal Protection in the Oil Palm Plasma Plantation Partnership Agreement Between Limited Liability Company and Plasma Cooperative

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Original Article

Abstract

The palm oil core plasma partnership agreement between plantation companies and plasma farmer cooperatives aims to establish a fair and balanced cooperative relationship. However, in practice, agreements are often drafted unilaterally by companies, while cooperative involvement is merely formal. Furthermore, non-transparent and unaccountable cooperative management weakens its role in representing farmers' interests, particularly in financial management and distribution of plantation outputs. This condition places plasma farmers in a vulnerable position and exposes them to potential losses. This study employs a normative juridical method using statutory, conceptual, and case approaches. The findings indicate that the weak application of contractual principles and poor cooperative governance contribute to legal, economic, and social disadvantages for plasma farmers. Therefore, strengthening the implementation of contract principles, improving the professionalism of cooperative management, and optimizing the role of notaries are essential to ensure legal certainty, balance, and protection in palm oil core-plasma partnership agreements.

Keywords: *Legal Protection, Palm Oil Plasma Core Partnership Agreement, Plasma Cooperative.*

Abstrak

Perjanjian kemitraan inti-plasma kelapa sawit antara perusahaan perkebunan dan koperasi petani plasma pada dasarnya bertujuan untuk mewujudkan hubungan kerja sama yang adil dan seimbang. Namun, dalam praktiknya, perjanjian sering disusun secara sepihak oleh perusahaan, sementara keterlibatan koperasi cenderung bersifat formalitas. Selain itu, pengelolaan koperasi yang tidak transparan dan tidak akuntabel melemahkan perannya dalam mewakili kepentingan petani, khususnya dalam pengelolaan keuangan dan distribusi hasil kebun. Kondisi ini menempatkan petani plasma pada posisi yang rentan dan berpotensi mengalami kerugian. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan peraturan perundang-undangan, konseptual, dan studi kasus. Hasil penelitian menunjukkan bahwa lemahnya penerapan asas-asas perjanjian dan tata kelola koperasi berkontribusi terhadap kerugian hukum, ekonomi, dan sosial bagi petani plasma. Oleh karena itu, diperlukan penguatan penerapan asas perjanjian, peningkatan profesionalisme pengurus koperasi, serta optimalisasi peran notaris untuk menjamin kepastian, keseimbangan, dan perlindungan hukum dalam perjanjian kemitraan inti-plasma kelapa sawit.

Kata kunci: *Perlindungan Hukum, Perjanjian Kemitraan Inti Plasma Kelapa Sawit, Koperasi Plasma.*

1. INTRODUCTION

The plantation sector is one of the strategic subsectors in national agricultural development that plays an important role in improving the country's economy and community welfare. One of the main commodities is palm oil which is not only a contributor to the country's foreign exchange, but also creates jobs and encourages regional economic growth. In order to ensure fair plantation management, the government stipulated Law Number 39 of 2014 concerning Plantations and various implementing regulations. This law not only serves as a legal basis for plantation business activities but also serves as an instrument to ensure that the use of natural resources in the plantation sector provides equitable benefits for the entire community.

The main principle in the law is the involvement and empowerment of the community around the plantation so that it is not only an object of development, but also a subject that directly benefits from plantation business activities. As an implementation of the Plantation Law, it regulates the obligation of plantation companies to facilitate the development of community gardens through a partnership scheme in Article 58 paragraph (1) which reads:

"Plantation Companies that have a Plantation Business License or Business License for Cultivation are obliged to facilitate the development of community gardens around a minimum of 20% (twenty percent) of the total area of the plantation area cultivated by the Plantation Company".

The implementation of these obligations is then realized in the plasma core partnership program, which is a pattern of cooperation between oil palm plantation companies as the core party and plasma farmers organized in cooperatives as business partners. The plasma core partnership program is designed as a solution to various limitations faced by plasma farmers, in addition to the partnership as a means to support oil palm replanting activities that have passed the productive age period, this is a reminder that most plasma farmers do not have adequate financial ability to carry out replanting independently.¹

Normatively, the partnership relationship is outlined in a written agreement intended to ensure legal certainty and the balance of rights and obligations of the parties. But in practice, plasma core partnership agreements are often drafted unilaterally by companies without a negotiation process equivalent to that of plasma farmer cooperatives. Cooperatives are often only involved at the stage of signing an agreement, so the substance of the agreement does not fully reflect the free will of the parties and potentially ignores the principles of the agreement in civil law, such as the principles of freedom of contract, consensualism, and good faith.

The problems in the Plasama core partnership are also exacerbated by the weak governance of plasma farmer cooperatives. In some cases, cooperative administrators do not carry out the principles of transparency and accountability in financial management and distribution of plantation products, so that plasma farmers do not get their rights optimally. This certainly results in the position of plasma farmers becoming weaker because they are not only bound by unbalanced

¹ Siregar Hamdan, "Legal Protection of Community Rights in Oil Palm Plantation Cooperation Agreement between Regionally Owned Enterprises PT. Bungo Dani Mandiri Utama with PT. Mitratani Tatas Lestari" (Andalas University, 2018).

agreements, but also do not get adequate internal protection from cooperatives as a collective forum.

In addition, policy changes through Government Regulation Number 7 of 2021 concerning the Facilitation, Protection and Empowerment of Cooperatives and Micro, Small and Medium Enterprises (PP 7/2021) show an imbalance in the legal relationship between companies and cooperatives which no longer requires the involvement of a notary in the preparation of partnership agreements that is different from the previous provisions in Government Regulation Number 44 of 1997 concerning Partnerships (PP 44/1997).²

"The agreement as referred to in paragraph (1) can be in the form of a deed under the hand or a Notary deed".

Of course, this will have the potential to weaken the aspects of certainty and legal protection, this is due to the decline in the formal and material quality of partnership agreements, especially for plasma farmers who are structurally in a weaker position.

Partnership agreements made without the involvement of a notary juridically, remain valid and meet the terms of the agreement as stipulated in Article 1320 of the Civil Code. However, in practice, there are still many partnership agreements that are formally legal, but substantially cause injustice and harm to plasma farmers. For example, a criminal case involving the management of the Bina Mitra Sawit Cooperative in Banyuasin Regency, South Sumatra.

M. Teguh Bin Gofar as the Chairman of the Cooperative and Damsik Soleh who served as the treasurer and subsequently the chairman of the cooperative in the period from February 2017 to February 2022 were proven to have abused authority and misappropriated cooperative funds. As a result of these acts, the cooperative suffered significant losses with a total value of around IDR 1,861,971,894 and had a direct impact on 778 cooperative members. This case has been decided up to the cassation level, where the Palembang High Court Decision Number 99/PID/2024/PT PLG sentenced the defendant to imprisonment, and the Supreme Court of the Republic of Indonesia through Decision Number 1308 K/Pid/2024 rejected the Public Prosecutor's appeal for cassation, so that the decision has permanent legal force.

In addition, the problem of plasma core partnership is also seen in a civil dispute between plasma farmers represented by Saide et al against PT Cipta Lestari Sawit (CLS) and the Tabasukarsa Cooperative in Banyuasin Regency, South Sumatra. This dispute stems from an initial agreement in 2005, when the people of Kuala Puntian Village donated approximately 5,200 hectares of land to PT CLS for the development of oil palm plantations with a plasma core pattern. The agreement was then outlined in the agreement to build a plasma plantation covering an area of 2,336 hectares for 1,168 heads of families and strengthened by the Decree of the Regent of Banyuasin Number 656 of 2007.

However, in its implementation, plasma farmers consider that the core company and cooperative management do not carry out their obligations optimally. The problems that arise include delays

² Indonesia, "Government Regulation of the Republic of Indonesia No. 44 of 1997 concerning Partnerships", PP No. 44 LN of 1997 No. 91, TLN No. 3718, Article 18 paragraph (2). (n.d.).

in the construction of plasma plantations, non-transparent distribution of results, and alleged irregularities in cooperative management. Efforts to resolve disputes through litigation channels taken by plasma farmers ultimately did not yield results, this is because their lawsuits were filed at all levels of justice up to the Supreme Court based on Decision Number 2246 K/Pdt/2020. The rejection was based on procedural legal considerations, such as the non-fulfillment of legal standing, the relinquishment of land rights by some plaintiffs, and lawsuits that were considered premature and vague.

Based on the introductory description above, the following problem formulation can be determined in the research *Legal Protection in the Oil Palm Plasma Plantation Partnership Agreement Between Limited Liability Company and Plasma Cooperative* as follows

1. What are the causes and consequences that can be detrimental to oil palm plasma farmers in the implementation of partnership agreements?
2. How to create a palm oil plasma-core partnership agreement to ensure legal certainty and legal protection for oil palm plasma smallholders?

2. RESEARCH METHODOLOGY

This research is descriptive and analytical with the aim of providing a systematic, factual, and accurate picture of the legal conditions under review.³ The type of research used is normative juridical. The approach in using the doctrinal approach⁴ is with three forms of study, namely the legislative approach, the conceptual approach and the case approach. Data collection in the research using primary and secondary legal materials. Primary legal material includes laws and regulations relevant to court decisions while secondary legal material includes journals, news and legal expert doctrines.⁵ The data presentation technique is processed and analyzed according to the problems that have been formulated. The presentation of data is arranged in the form of a narrative description, which is outlined in the description to describe the results of the research by showing the facts found and the relationship between one fact and another.

3. RESULT AND DISCUSSION

3.1. Causes and Consequences that Can Harm Oil Palm Plasma Farmers in the Implementation of Partnership Agreements

The implementation of the palm oil plasma core partnership agreement is essentially a legal instrument designed to realize a fair and balanced cooperative relationship between plantation companies and plasma farmers. However, in practice, the legal relationship does not always run according to the expected normative goals. Various problems that arise show that there is an imbalance in the position of the parties and the application of the legal principles of the agreement in its implementation has not been optimal.

³ Riduan and Akdon, *Formulas and Data in Statistical Analysis* (Bandung: Alfabeta, 2010).

⁴ Irwansyah, *Legal Research: Choice of Methods & Practices for Writing Articles*, 4th ed. (Yogyakarta: Mirra Buana Media, 2021).

⁵ Peter Mahmud Marzuki, "Legal Research," 2013.

This condition indicates that the existence of an agreement as the basis of legal relations has not been fully able to provide legal protection and certainty, especially for plasma farmers who are structurally in a weaker position. Therefore, a comprehensive analysis is needed to identify the factors that cause losses for plasma farmers, as well as understand the consequences caused in the implementation of the partnership agreement.

In order to analyze the causes and consequences of losses for plasma farmers in the implementation of the palm oil plasma core partnership agreement, it is first necessary to understand the basic concept of agreements in civil law. An agreement is a legal relationship between two or more parties that gives rise to rights and obligations, as stipulated in Article 1313 of the Civil Code which reads

"An agreement is an act in which one or more persons bind themselves to one or more other persons".⁶

Based on the article mentioned above, the elements in the agreement include the existence of a legal act, involving two or more parties, and the existence of a binding bond (promise). An agreement is declared valid if it meets the conditions as stated in Article 1320 of the Civil Code, namely:

In order for a valid agreement to occur, four conditions must be met: a) the agreement of those who bind themselves, b) the ability to make an agreement, c) a certain subject matter, d) a cause that is not forbidden.

In addition to the conditions that have been stipulated in Article 1320 of the Civil Code, of course, the agreement is implemented based on the legal principles of the agreement, such as the principles of freedom of contract, consensualism, good faith, and balance. The substance of the agreement is certainly judged not only by its formal validity, but also by the extent to which the agreement reflects substantive justice for the parties.

In the practice of oil palm plantations, the legal relationship is manifested in the form of a plasma core partnership agreement, which is cooperation between plantation companies as the core party and plasma farmers as partners who are generally organized in cooperatives.⁷ As for the business partnership relationship, of course, it is not formed spontaneously, but requires active efforts and commitment from the parties involved.⁸ Therefore, partnerships in business activities need to be developed as a strategy to expand business networks, encourage business growth and development, and increase profits and competitiveness at the national and global levels.⁹

Normatively, these partnership agreements aim to create a mutually beneficial relationship, where companies provide coaching, financing, technology, and market access, while plasma farmers manage the orchards according to established standards. Thus, partnership agreements should be legal instruments that ensure a balance of rights and obligations and provide protection for plasma

⁶ Republic of Indonesia, *Civil Code*, n.d.

⁷ Tri Weda Raharjo, *Community Economic Development through Strengthening Business Partnerships of MSMEs, Cooperatives and Corporations* (Jakad Media Publishing, 2018).

⁸ Johny Setyawan Mulyadi, "Management Planning and Control System," *Yogyakarta: Aditya Media*, 2001.

⁹ Rizky Ariesty Fachrysa Halik, Amzul Rifin, and Siti Jahroh, "The Influence of Partnerships on the Performance of Micro and Small Tofu Enterprises in Indonesia," *Journal of Indonesian Agribusiness* 8, no. 2 (2020): 164–74.

farmers. From the perspective of the Civil Code, partnership agreements are included in the category of unnamed agreements,¹⁰ so according to Article 1319 of the Civil Code, unnamed agreements remain subject to general provisions regarding agreements as stipulated in the Civil Code. Thus, partnership agreements should be legal instruments that ensure a balance of rights and obligations and provide protection for plasma farmers.

The partnership agreement does not contain elements of superiors or subordinates, but rather places the parties in an equal position as business partners, where each party has an equal position and plays an active role in realizing common goals based on the principle of mutual benefit.¹¹ Because the partnership agreement does not contain elements of superiors or subordinates, each partner has the freedom to determine whether or not to carry out the work offered or shared by other partners. In this context, if one of the partners chooses not to carry out the work that is part of it, resulting in a reduction in profits (profit sharing) that should be obtained, then the loss becomes the personal responsibility of the partner concerned.¹²

However, in practice there are a number of factors that are the main cause of losses for plasma farmers. First, from the aspect of the substance of the agreement, many partnership agreements are drafted unilaterally by the company without going through an equal negotiation process. This causes agreements to tend to be in the form of standard agreements that benefit companies and ignore the interests of plasma farmers. This condition shows that the application of the principles of freedom of contract, consensualism, and good faith is not optimal, so that the agreement formed does not fully reflect the free will of the parties.

Second, from an institutional aspect, the weak governance of plasma farmer cooperatives has also worsened the position of farmers. Cooperatives that are supposed to represent the interests of members often do not practice the principles of transparency and accountability, especially in financial management and distribution of plantation products. As a result, plasma farmers do not obtain adequate information regarding their rights and obligations, and do not have control over the management of business products that are their source of livelihood.

Third, from a regulatory aspect, the non-mandatory involvement of notaries in the making of partnership agreements has implications for weak supervision of the quality of agreements, both in terms of formal and material. This opens up opportunities for imbalances in agreements and lowers the level of certainty and legal protection for plasma farmers as structurally weaker parties. However, in its implementation, the rules in the legislation should be that the Central Government and Regional Governments have the responsibility to provide assistance, facilitation, support, and carry out supervision and evaluation of the implementation of partnerships between Medium and Large Enterprises with Cooperatives, Micro Enterprises, and Small Enterprises. These efforts are intended to increase the competence, independence, and business capacity of small and medium business actors so that they can be competitive in national economic activities.

¹⁰ Andika Wijaya, *Legal Aspects of Online Road Transportation Business* (Sinar Grafika, 2022).

¹¹ Johannes Ibrahim, "Corporate Organizational Law: Partnership Patterns and Legal Entities," 2006.

¹² Luthvi Febryka Nola, "Partnership Agreements vs Work Agreements for Online Motorcycle Taxi Drivers," *Journal of Brief Info* 10 (2018).

These various factors ultimately cause adverse consequences for plasma farmers in various aspects. Legally, plasma farmers are in a weak position, making it difficult to demand the fulfillment of their rights in the event of a violation of the agreement. Economically, farmers often experience intransparency in the distribution of produce, unclear cost burdens, and high dependence on core companies. Meanwhile, socially, this condition causes distrust of cooperatives and companies, and even has the potential to trigger conflicts in society.

Thus, the losses of plasma farmers in the implementation of the palm oil plasma core partnership agreement are the result of a combination of unbalanced agreement substance factors, weak cooperative institutional governance, and lack of optimal protection in regulations. This shows that the existence of a formal legal agreement does not necessarily guarantee substantive justice, so it is necessary to strengthen the application of the principles of the agreement and legal protection for plasma farmers in the partnership relationship.

3.2. Creation of a Palm Plasma Core Partnership Agreement to ensure legal certainty and legal protection for palm oil plasma smallholders

In addition to identifying the causes and consequences of losses experienced by plasma farmers, another important aspect that needs to be studied is how the construction of palm oil plasma core partnership agreements should be designed to provide certainty and legal protection. This is crucial considering that the agreement is the main instrument that determines the legal relationship between plantation companies and plasma farmers, so that the quality of the substance and the process of its formation greatly affect the fulfillment of the rights and obligations of the parties.

In practice, plasma core partnership agreements often do not reflect the principles of fairness and balance, both in terms of substance and the process of their formation. This condition shows that the existence of a formal legal agreement does not necessarily guarantee substantive certainty and legal protection, especially for plasma farmers who are in a weak bargaining position.

A partnership agreement is basically an agreement between the parties that is stated in writing as evidence and the basis for the binding regulation of rights and obligations. The agreement should be made consciously, voluntarily, and with full understanding of its content and legal consequences.

However, in practice, the drafting and implementation of partnership agreements does not fully reflect the principles of consensualism, freedom of contract, and good faith. Agreements are often treated as administrative formalities, while one of the parties, particularly the plasma farmers, does not have adequate understanding or equal negotiating space, thus potentially creating injustice. To minimize potential losses, it is necessary to strengthen legal protection mechanisms through the involvement of independent and professional third parties in the process of formulating and supervising agreements. The presence of the party is expected to be able to maintain the balance of interests of the parties and ensure the fulfillment of the legal principles of the agreement.

Substantially, a plasma core partnership agreement must contain clear, proportional, and transparent key clauses, including the identity of the parties, the scope of the partnership, land management, financing mechanisms, pricing and revenue sharing, rights and obligations, time frames, sanctions, and dispute resolution. This comprehensive arrangement is important to ensure

certainty and fairness in the partnership relationship. In this context, notaries have a strategic role as a public official who is authorized to make authentic deeds. Notaries not only pour out the will of the parties, but also ensure that the agreement is in accordance with the law and reflects the principles of justice, balance, and good faith, so as to provide certainty and legal protection for the parties, especially plasma farmers.

The role of the notary in the plasma core partnership agreement is basically preventive. Through the process of making an authentic deed, the notary is obliged to provide legal explanations to the parties regarding the substance of the agreement, including the consequences of each agreed clause. This function is crucial given the limited legal literacy of some of the plasma farmers represented by cooperatives, especially when dealing with complex long-term agreements drafted by the core company. In addition to the preventive function, the notary also has a repressive function in a broad sense through the power of proving authentic deeds as stipulated in Article 1868 of the Civil Code. An authentic deed has perfect evidentiary power, so it provides significant legal protection if disputes arise in the future, whether related to the implementation of obligations, unilateral changes to agreements, or disputes regarding the right to business results.

Nevertheless, the role of notaries in the practice of plasma core partnership agreements has experienced dynamics along with the development and change of regulatory policies. The shift in arrangement affects the extent to which notary involvement is mandatory or only optional in the formation of partnership agreements, which is further presented in the following table:

Article	Rules	Contents
Article 18 paragraph (2)	Government Regulation No. 44 of 1997 (GR 44/1997)	The agreement as intended in paragraph (1) can be in the form of a deed under the hand or a Notary deed.
Article 29 paragraph (2)	Government Regulation Number 17 of 2013 (PP 17/2013)	The Partnership Agreement as intended in paragraph (1) shall be made in writing in Indonesian
Article 117 paragraph (2)	Government Regulation Number 7 of 2021 (PP 7/2021)	The partnership agreement as intended in paragraph (1) is made in writing in Indonesian

Based on the table above, before the enactment of Government Regulation Number 17 of 2013, Government Regulation Number 44 of 1997 concerning Partnerships still gives the parties the freedom to pour out agreements in the form of notarized deeds or agreements under hand. This provision indirectly opens up space for the involvement of notaries as an instrument of legal protection in partnership relationships, especially to ensure clarity of the rights and obligations of the parties through authentic deeds.

Regulatory changes occurred after the enactment of Government Regulation 17 of 2013 and were later strengthened through Government Regulation Number 7 of 2021. In both regulations, there are no more explicit arrangements regarding the obligation or recommendation to make a partnership agreement in the form of a notary deed. As a result, normatively the position of the

notary in the formation of plasma core partnership agreements becomes less prominent and in practice is often not involved. The absence of the role of notaries in the latest regulations is inseparable from the spirit of deregulation that underlies the birth of PP 7 of 2021. This policy is directed to provide convenience, protection, and empowerment of cooperatives and micro, small, and medium enterprises through simplification of procedures and cost efficiency. Within this framework, the use of notary deeds is often seen as an additional administrative burden and transaction costs that have the potential to slow down the partnership process.

From an economic policy perspective, this approach can be understood as an effort to increase the flexibility and competitiveness of small business actors. However, in the context of the plasma core partnership relationship which factually shows the inequality of the bargaining position between the core company and the plasma cooperative, the reduction of the role of the notary actually raises normative problems. In practice, agreements are often drafted in the form of standard contracts by the core company, so the plasma cooperative is in a position of accepting or rejecting without adequate negotiation opportunities.

Such a condition has the potential to be contrary to the principle of fair contract freedom if the freedom is only formal and not followed by a substantial balance. In addition, agreements that contain a disproportionate burden of risk to plasma cooperatives can also be considered inconsistent with the basis of good faith. This imbalance ultimately weakens the function of the agreement as a means of creating certainty and justice.

From the perspective of proof, an agreement made under hand has a more limited evidentiary power than an authentic deed. In long-term partnership relationships involving large financing, land management, and the socio-economic interests of the community, the absence of an authentic deed can increase the vulnerability of the weak party in the event of a dispute. This situation shows that the aspect of legal certainty becomes less optimal when preventive protection through a notary is not utilized.

Therefore, although Government Regulation 7 of 2021 does not require a notary deed in a partnership agreement, normatively notary involvement is still relevant as a preventive legal protection mechanism. The role of notaries should be seen not as an obstacle to ease of doing business, but as an instrument to ensure balance, fairness, and sustainability in the plasma core partnership. Thus, the reduction of the role of notaries in partnership regulation is a normative issue that requires restructuring to be in line with legal protection and legal certainty to create a goal, namely to improve *kesejahteraan masyarakat*.

4. CONCLUSION

The palm oil plasma core partnership aims to realize equitable distribution of welfare and equitable business relationships. However, in practice, there are still imbalances in the drafting of agreements, limited negotiation space for plasma cooperatives, and weak application of the principles of freedom of contract, consensualism, and good faith. This condition causes legal uncertainty and is not optimal for legal protection for plasma farmers. Plasma core partnership agreements should be a legal instrument that guarantees balance, certainty, and protection for the parties. However, the practice still ignores the fundamental principles of the agreement, as well as

the reduced role of the notary due to the shift in deregulation policy, which can potentially weaken legal protections for weaker parties. Therefore, even though it is no longer explicitly required in Government Regulation Number 7 of 2021, notary involvement remains relevant as a preventive mechanism to ensure justice, legal certainty, and the sustainability of partnerships in order to realize community welfare.

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