

Analisis yuridis Putusan Nomor 175 PDT G 2014 PN MDN terhadap tata cara pengajuan keberatan atas Putusan KPPU dan perjanjian penetapan harga Horizontal jasa angkutan kontainer di Pelabuhan Belawan berdasarkan hukum persaingan usaha di Indonesia = Juridical analysis court decision Number 175 PDT G 2014 PN MDN to procedures of objections application for KPPU decision and horizontal price fixing for container transport service at port of Belawan based on competition law in Indonesia

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Abstrak

Skripsi ini membahas mengenai analisis putusan Pengadilan Negeri Medan Nomor 175/Pdt.G/2014/PN.Mdn. Skripsi ini membahas mengenai penerapan prosedur tata cara permohonan keberatan atas putusan KPPU berdasarkan dengan hukum acara persaingan usaha di Indonesia serta penerapan ketentuan perjanjian penetapan harga horizontal berdasarkan hukum persaingan usaha di Indonesia. Dari hasil penelitian ini, ditemukan bahwa Pengajuan permohonan keberatan oleh Para Pemohon Keberatan tidak sesuai dengan hukum acara persaingan usaha di Indonesia karena bertentangan dengan Pasal 4 Ayat (4) dan Pasal 4 Ayat (6) Perma Nomor 3 Tahun 2005. Kemudian pertimbangan hakim bahwa konsumen tidak dirugikan atas perjanjian tersebut tidaklah cukup karena dalam penggunaan pendekatan rule of reason harus dibuktikan bahwa perjanjian tersebut meningkatkan efisiensi sehingga konsumen tidak dirugikan.

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This thesis discusses the analysis of the Medan District Court decision No. 175/Pdt.G/2014/PN.Mdn. This study discusses the application of the procedures for requesting an objection to the decision of the KPPU based on Competition Procedural Law in Indonesia and the application of the horizontal price fixing agreement based Competition Law in Indonesia. From these results, it was found that the submission of objections by the applicant does not comply with the procedural law of business competition in Indonesia because it is contrary to Article 4 Paragraph (4) and Article 4 Paragraph (6) Perma No. 3 of 2005. Then judge considered that consumers are not harmed on the agreement is not enough because the use of a rule of reason approach must be proven that the agreement improves efficiency which give benefit to consumers.