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The Balance Of Legal Position Of Farmers With Dairy-Producing Industries In The Contents Of Milk Deposit Contracts At KUD

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Abstract. The development of contract law gave birth to the principle of balance which states that a contract is binding as long as it is based on a balance of interests between the parties. The agreement is based on the terms of the validity of the agreement. The types of research are normative law, statutory approach and case approach. In conclusion, the contents of the contract on milk deposit at the KUD contain an agreement between the farmer and the milk-producing industry. In making a contract, the parties should have a balanced position, if they do not have a balanced position, it is possible that one party will dominate the other party. In the farmer's contract with the milk-producing industry, at the beginning of the contract (pre-contract) it appears that the bargaining position of the parties is balanced. If we look closely at the contents of the contract, there is an imbalance of position. The principle of balance has not been implemented properly, but the application of the principle of balance is indirectly contained in Article 1320 of the Civil Code, namely agreements, implementation in good faith and binding agreements with propriety, custom and law. Shows that in an agreement there should be a balance between the parties so as to create a sense of justice. An unbalanced contract has no binding force because it is contrary to good faith, a sense of justice, and propriety. As a result, an unbalanced agreement can be requested to cancel the agreement.

Keywords. Balance Principle, Breeder, Dairy Industry, Contract

A. Introduction

One of the efforts made by the Indonesian government in implementing national development is through the development of the livestock sector. The livestock sector is one sector that can support development, especially in the economic field, where the development of this sector aims to increase the income and welfare of farmers, food security, environmental preservation, and foreign exchange.¹ The livestock sector also has an important role in providing meat, egg and milk production to meet public demand for animal protein sources with

¹ Rukmana, H. Rahmat. Superior Green Grass Forage. (Yogyakarta: Kanisius, 2005), p. 32.

high nutritional value and as industrial raw materials.² This is due to the increasing number of Indonesian population which has resulted in an increase in demand for food and beverages sourced from animal protein, one of which is the need for milk.

The availability of fresh cow's milk in the country is still not optimal, even to meet the milk consumption needs of the Indonesian people, the government imports milk abroad, even though imports of milk cause direct losses to dairy farms in Indonesia, especially for breeders, in addition, the higher the value of imported milk causes the depletion of national foreign exchange, as well as the loss of the best opportunity (opportunity loss) that comes from unemployment or the unutilized potential of existing resources for the development of dairy agribusiness.³

Efforts to empower dairy farmers, of course this cannot be carried out by dairy farmers themselves, considering that not all dairy farmers have good skills and knowledge, so of course a forum is needed that can foster and provide direction starting from how to care and maintain dairy cows. good management, to marketing management or distribution of cow's milk production, where one of the containers referred to is through cooperatives.

The definition of cooperatives is also explained in Article 1 paragraph 1 of the Law of the Republic of Indonesia Number 17 of 2012 concerning Cooperatives, namely:

“A cooperative is a legal entity established by an individual or a cooperative legal entity, with the separation of the wealth of its members as capital for running a business, which fulfills shared aspirations and needs in the economic, social and cultural fields in accordance with the values and principles of cooperatives.”

With regard to the empowerment of dairy farmers who are less than optimal, it is natural that cooperatives are the right place to assist farmers in overcoming their problems in the management of dairy cows. In this regard, although cooperatives can overcome the problems of farmers, in its implementation, there are several problems that the cooperatives still cannot overcome, such as problems in maintaining the price and quality of milk, and the lack of participation in cooperative activity programs. Other problems are the low level of milk production caused by poor livestock health and genetic quality, low livestock business management due to the low quality of livestock resources, low consumption of local milk by the community because people prefer and choose imported milk. This certainly poses a risk of uncertainty for cattle farmers, both production risk and price risk due to competition for imported milk products, so in this case we need a strategy in managing the dairy cow's milk business that is correct and appropriate in order to ensure the welfare of dairy farmers.

In connection with the above explanation, one of the alternative solutions to problems regarding the management of the dairy cow's milk business as intended is through a partnership between the milk producing industry and the breeder. This partnership with industry is an entry point for domestic breeders to modernize livestock farming.⁴ This shows that the partnership between the Dairy-Producing Industry and breeders is an important thing to do, even the

² Rianzani's image. Dairy Cattle Business Development Strategy for Neang Mukti Farmer Group in Air Naningan District, Tanggamu Regency. *Journal of Agribusiness Sciences*, Vol.6 No. 2, May 2018, p. 179.

³ Titin Agustina. Outlook for Agricultural Commodities in the Dairy Farming Subsector. (Jakarta: Center for Agricultural Data and Information Systems Secretariat General of the Ministry of Agriculture 2016), p. 3.

⁴ <https://republika.co.id/berita/pijw0i349/kembangkan-susu-lokal-kemenkop-ukm-godog-pola-kemitraan>, accessed on July 21, 2022.

government through the Ministry of Agriculture (Kementan) requires the Dairy-Producing Industry to establish partnerships with local cattle farmers with the aim of increasing the volume of production and quality of milk national.⁵

Dairy Producing Industries that have not entered into partnerships or already have partnerships can increase and expand their partnerships by using various partnership patterns and utilizing locally available fresh milk. In relation to the partnership pattern itself, Indonesia's positive law regulates the types of partnership patterns in several laws and regulations including Government Regulation of the Republic of Indonesia Number 44 of 1997 concerning Partnerships;⁶ Law of the Republic of Indonesia Number 20 of 2008 concerning Micro, Small and Medium Enterprises;⁷ Government Regulation of the Republic of Indonesia Number 17 of 2013 concerning the Implementation of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises;⁸ and Regulation of the Business Competition Supervisory Commission Number 01 of 2015 concerning Procedures for Supervision of Partnership Implementation.⁹

With regard to the four regulations, the problem is that in these regulations the intended partnership pattern is not intended for partnerships between the Dairy Producing Industry and breeders, but partnerships carried out by Micro, Small, Medium and Large Enterprises. With regard to the partnership rules between the Dairy Producing Industry and breeders, it is only regulated in the Minister of Agriculture No. 33 of 2018, but it does not regulate the types of partnership patterns that can be used in developing a cow's milk business, even though the partnership pattern is important, because it can develop steps, strategies, and activities that can be done to develop a business in accordance with the pattern used.

Types of partnership patterns as regulated in Government Regulation of the Republic of Indonesia Number 44 of 1997 concerning Partnerships;¹⁰ Law of the Republic of Indonesia Number 20 of 2008 concerning Micro, Small and Medium Enterprises;¹¹ Government Regulation of the Republic of Indonesia Number 17 of 2013 concerning the Implementation of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises;¹² and Regulation of the Business Competition Supervisory Commission Number 01 of 2015 concerning Procedures for Supervision of Partnership Implementation,¹³ then in the implementation of the partnership between the Dairy Producing Industry and breeders, the two partners can refer to the partnership pattern as regulated in the four regulations above, despite the fact that there are still many partnership patterns that have not been implemented optimally, such as the omission of the rights and obligations of the parties. in the partnership agreement that is contained, which

⁵ <https://www.liputan6.com/bisnis/read/3314317/kemitraan-dengan-industri-bakal-untungkan-peternak-sapi-lokal>, accessed on July 21, 2022.

⁶ See Article 8 of Government Regulation of the Republic of Indonesia Number 44 of 1997 concerning Partnerships

⁷ See Article 26 of the Law of the Republic of Indonesia Number 20 of 2008 concerning Micro, Small and Medium Enterprises.

⁸ See Article 11 paragraph (2) of Government Regulation of the Republic of Indonesia Number 17 of 2013 concerning the Implementation of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises.

⁹ See Article 6 of the Regulation of the Business Competition Supervisory Commission Number 01 of 2015 concerning Procedures for Supervision of Partnership Implementation.

¹⁰ See Article 8 of Government Regulation of the Republic of Indonesia Number 44 of 1997 concerning Partnerships

¹¹ See Article 26 of the Law of the Republic of Indonesia Number 20 of 2008 concerning Micro, Small and Medium Enterprises.

¹² See Article 11 paragraph (2) of Government Regulation of the Republic of Indonesia Number 17 of 2013 concerning the Implementation of Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises.

¹³ See Article 6 of the Regulation of the Business Competition Supervisory Commission Number 01 of 2015 concerning Procedures for Supervision of Partnership Implementation.

of course can harm one of the parties, because the parties may not fulfill the rights of the other party and neglect their obligations considering that there are no written limitations that should be stated in the partnership agreement. As a result, there is an imbalance in legal standing, even though in a partnership, the parties are considered equal and equal, so that in the end it creates injustice for the partners who are partnering.

In theory, in the agreement, rights and obligations are an important part as a result of legal actions so that they must be included so that there is no arbitrariness of one party and prevents violations of the agreement made. This is as Article 35 of the Minister of Agriculture No. 33 of 2018 which also regulates what things must be included in the partnership agreement, one of which is a clause of rights and obligations. In practice, however, partnership agreements are still found that do not include rights and obligations in the partnership agreement.

Sociologically, the parties still do not understand the importance of the inclusion of rights and obligations in the partnership agreement, so there are still partnership agreements that do not include the rights and obligations of the parties in it. Even though it will be able to cause conflicts or disputes in the future if one day one of the parties does not carry out its obligations or does not fulfill the rights of the other party, given the absence of legal certainty or the basis for the statements of the parties. Therefore, in this study, the thing that was studied was about the balance of legal position between farmers and the milk-producing industry in the contents of the milk deposit contract in the KUD.

B. Method

The type of research used is normative legal research. The problem approach used in this research is to use a statutory approach and a case approach. The collection of legal materials is carried out by recording and documenting primary legal materials, namely statutory regulations, secondary legal materials such as books, articles. Analysis of legal materials using the deductive method, namely from the general to the specific. Descriptive method is to describe or describe the problem, provide a study, provide views, and solutions to the problems studied, which are then drawn a conclusion.

C. Discussion

1. Legal Position of Farmers with Dairy-Producing Industries in Milk Deposit Contracts at KUD

The contents of the milk deposit contract at the KUD involve two parties, namely the farmer and the milk-producing industry. Dairy-producing industries are parties that require milk deposits from farmers to the KUD. In the implementation of milk production, the industry is the party that asks the farmers to supply and carry out industrial work. To assist farmers in carrying out milk supply, a committee was created. The committee's scope of duties can carry out the entire supply process, starting from document preparation, selecting and selecting prospective breeders, requesting bids and evaluating bids, proposing prospective breeders and assisting users in preparing contract documents. The farmer contract with the milk-producing industry is a business contract, which is a business relationship between the company and the supplier. The validity of the formed contract is also measured through article 1320 of the Civil Code as a general rule that determines the validity of all types of contracts, or also called the conditions for valid contact.

Article 1320 of the Civil Code states that: (1) their agreement is binding themselves; (2) the ability to make an engagement; (3) a certain subject (object); and (4) a cause that is not forbidden (a lawful cause). Dairy-producing industry is a party that supplies or produces goods

or performs work or performs services based on a work contract that has been agreed with the farmer. The milk producing industry is a business entity or individual. According to the Law of the Republic of Indonesia No. 40 of 2007 concerning Limited Liability Companies Article 2 states that:

"The company must have aims and objectives as well as business activities that do not conflict with the provisions of laws and regulations, public order, and/or decency."

In the context of contract drafting, the term contract refers to a written contract. Contracts are basically made by the parties to ensure the smooth running of the business while avoiding losses for the parties. Therefore, the basic principle in designing a contract is to ensure its validity. The contents of the contract are binding rights and obligations for the parties. But this only applies if the contract made and signed has a valid legal force. In this context, it is necessary to understand that the contract is the process of implementing the contract depending on the validity of its formation. In this regard, understanding that contract drafting is also a very important process. Reckless making of contracts without regard to legal principles, legal norms and methods of drafting can have fatal consequences. This opens the opportunity for business transactions not to take place according to plan because the agreed contract contains legal defects or because the clauses governing rights and obligations are incomplete, obscure or violate statutory provisions.

The Draft Contract shall at least contain the provisions as regulated in Attachment II to Presidential Regulation No. 16 of 2018, discussed jointly by the First Party and the Second Party. At this stage the Second Party is given the opportunity to study and understand the contents of the contract. If the contents of the contract are found to be inappropriate or detrimental to the second party, the second party has the right to ask questions or express objections to the contents of the contract. On this occasion the parties will negotiate. Negotiation is a give and take between the government and partners. In this negotiation, the parties will discuss the contents of the contract, bargain on matters that will be agreed upon by the parties and when an agreement is reached, the contract will be drawn up. Negotiation is an art to reach an agreement between the parties, because by negotiating, the parties have the opportunity to exchange information for the benefit of the parties themselves.

This is in line with what Ginny Pearson Barnes, Ed.D said, which states:¹⁴

"Negotiation is give-and-take between people or between people and organizations. To negotiate means to bargain, to make arrangements, to settle with someone. It's the art of reaching agreement through an effective exchange of information."

In this discussion, the Second Party has never questioned the provisions of sanctions for the First Party, if the First Party cannot fulfill its obligations on time in terms of paying the price of milk held by the Second Party. Meanwhile, regarding the provision of sanctions in the form of fines if the Second Party is unable to provide milk under the terms of the contract. After all the materials in the draft contract are approved by both parties, it is followed by signing the contract. Although the industry is a public legal entity, it is also possible to carry out acts that

¹⁴ Ginny Pearson Barnes, "Successful Negotiating", Advantage Quest Publications.

are part of civil law, one of which is entering into milk-producing contracts, and it is known that contracts are part of civil law.

Based on the theory of fusion by industry, namely the industry is subject to civil law, which in this case is contract law, when an industry enters into an agreement/contract with farmers, according to one of the principles in contract law, namely the principle of balance, the milk-producing industry is considered domiciled on a par with the contracted opponent, namely the breeder. So because of such an equal position, it will provide a guarantee that the milk-producing industry is not in a privileged position either at the time of preparation or at the time of execution of the contents of the contract that has been agreed upon.

So, when viewed from the stages passed in the preparation of the milk deposit contract, it has actually been seen that the First Party has done what is stated in the theory of fusion by the industry, so that the First Party is not in a position to dominate the Second Party, even though the draft contract has been prepared by The First Party, but still before the contract is signed, the Second Party has the right to study and understand the contents of the contract.

2. Application of the Principle of Balance in Contracts Between Farmers and Dairy-Producing Industries

The principle of balance is a condition where the parties involved in the contract must have a balanced position or position, no one dominates, and also the parties have a balanced bargaining position, both from the position of the parties, the interests and rights and obligations of the parties. In a contract/agreement, the interests of individuals and society will be simultaneously guaranteed by objective law. The principle of balance is based on efforts to achieve a state of balance.

The non-fulfillment of balance, in the context of the principle of balance, is not merely to confirm facts and circumstances, but more than that affects the juridical strength of the contract in question. In the creation or formation of a contract/agreement, an imbalance can arise as a result of the behavior of the parties themselves or as a consequence of the substance (contents) of the contract or the implementation of the agreement.¹⁵ The agreement must be immediately rejected immediately, if it appears that the position of one party to the other party is stronger or dominant, and this imbalanced position can affect the scope of content as well as the intent and purpose of making a contract/agreement.

The result of inequalities of performance in the contract is an imbalance. If the stronger position affects the relationship of performance with one another, and things that upset the balance in the contract, in this case against the relationship of performance with each other, and things that interfere with the aggrieved party will be a reason to file a claim for invalidity of the agreement. As long as the performance of the agreement presupposes equality, then in the event of an imbalance, attention will be paid to equality in relation to the way in which the agreement is formed, and not to the final outcome of the achievements stipulated in the agreement.¹⁶

Factors that can disrupt the balance in the contract are:¹⁷

1. The way in which a contract is formed involving parties whose positions are unequal; and/or
2. inequalities of achievements in the contract.

¹⁵ Subekti, *Covenant Law*, (Jakarta: Intermasa, 2010), p. 34.

¹⁶ Ahmadi Miru, *Contract Design Contract Law*, (Jakarta: Grafindo Persada, 2010), p. 61.

¹⁷ Kartini Mujadi, *The Association Born From the Covenant*, (Jakarta: Raja Grafindo Persada, 2010), p. 114.

In principle, based on the basic principles of contract law, one of which is the principle of balance, the determining factor is not the equality of achievements in the agreement, but the equality of the parties involved in making the agreement.¹⁸ If the contractual balance is disturbed, then the solution is to test the working power of the balance principle. The actions of the parties or individual behavior. Actions that manifest themselves as intentions that have been expressed in the form of offer and acceptance refer to individual actions that can be recognized each time because of the same way of disclosure, namely both in writing and orally. Individual behavior in the legal sciences is defined as an act aimed at a legal consequence.¹⁹

In order for an agreement to be implemented properly, it is necessary to pay attention to the principles that animate the law of the agreement itself. One of them is the principle of balance. To test whether the principle of balance has been implemented properly or not, the solution to testing the working power of the principle of balance is through three important aspects, namely the actions of the parties, the contents of the agreement and the implementation of what has been agreed.²⁰ In general, imbalance occurs when the parties are in different economic powers. However, according to the 1945 Constitution, Article 33 states that:

"The national economy is organized based on economic democracy with the principles of togetherness, efficiency, justice, sustainability, environmental insight, independence, and by maintaining a balance of progress and national economic unity."

To create a balance of rights and obligations of the parties in this case, a contract needs to contain the principles of balance, fairness, and fairness which are guidelines and become signs in regulating and forming an agreement that will be made so that in the end it will become an agreement that applies to the parties. enforceable implementation or fulfillment.

The optimal working power of the principle of balance will balance the interests of the parties, provide an ideal law for the parties and provide justice in a contract. The balance of a contract is not solely determined by the position of the parties, but is also determined by the aspect of good faith. There are three aspects so that balance in the contract can be achieved, namely the actions of the parties, the contents of the agreement and the implementation of the agreement.²¹

The following are things that must be considered or fulfilled in making an agreement, namely as follows:²²

1. Contract law regulatory system. The contract law regulatory system is an open system. This means that everyone is free to enter into agreements, both those that have been regulated and those that have not been regulated by law. It was concluded from the provisions contained in Article 1338 paragraph (1) of the Civil Code, which reads "All agreements made legally shall apply as law for those who make them". In other words, giving freedom to the parties to: 1) Make or not enter into an agreement; 2) Entering into an agreement with anyone; 3) Determine the contents of the agreement, its implementation, and its requirements and; 4) Determine the form of the agreement, namely written or oral.

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ M. Yahya Harahap, *Aspects of Covenant Law*, (Bandung: Alumni, Second Edition, 1986), p. 83.

²¹ Rusli, *Indonesian Covenant Law and Common Law*, (Jakarta: Sinar Harapan Pustaka, 1996), p. 106.

²² Anita Kamilah, *Bangun Guna Serah (Build Operate and Transfer/BOT) to Build Without Owning Land: Perspectives on Agrarian Law, Covenant Law, and Public Law*, (Bandung: Keni Media, 2013), p. 97.

2. Conditions for the validity of an agreement. Article 1320 of the Civil Code stipulates four conditions for the validity of the agreement, namely: 1) There is an agreement by both parties; 2) The ability to carry out legal actions; 3) The existence of the object of the agreement; and 4) The existence of a lawful cause. The first and second conditions are called subjective conditions because they involve the parties to the agreement. The third and fourth conditions are called objective conditions, because they involve the object of the agreement. If the first and second conditions are not met, the agreement can be canceled. If the third and fourth conditions are not met, then the agreement is null and void. That is, from the beginning the agreement was deemed never to have happened.

3. The principle of contract law. In addition to the legal requirements of an agreement as regulated in Article 1320 of the Civil Code, in its implementation the agreement must also pay attention to and apply the principles in the law of the agreement. In contract law, the principles of contract law are known, namely: 1) Consensualism principle, 2) Freedom of contract principle, 3) Agreement binding power principle (*pacta sunt servanda*), 4) Good faith principle, 5) Trust principle, 6) The principle of personality, 7) the principle of legal equality, 8) the principle of balance, 9) the principle of legal certainty, 10) the principle of morality, 11) the principle of propriety, 12) the principle of habit and 13) the principle of protection. These principles are the basis for the parties to determine and make an agreement in their daily legal activities. Thus, all of the principles mentioned above are important and absolutely must be considered for agreement makers so that the ultimate goal of an agreement can be achieved and carried out as desired by the parties.

4. Forms and types of agreements. The form of the agreement can be divided into two kinds, namely written and oral.

5. Terms and conditions that must be considered in making an agreement: 1) Performance is something that must be carried out in an engagement. Fulfillment of achievements is the essence of an engagement; 2) Default means the non-fulfillment of achievements or obligations that have been determined for certain parties in an engagement, whether an engagement born of an agreement or an engagement arising out of law; and 3) Summons are regulated in Articles 1238 and 1243 of the Civil Code. A summons is a warning from the debtor (creditor) to the debtor (debtor) in order to fulfill the performance in accordance with the contents of the agreement that has been agreed between the two. There are three ways the subpoena occurs, namely: a) the debtor performs a wrong performance, for example, the creditor receives a basket of guavas instead of a basket of apples; b) the debtor does not fulfill the performance on the promised day; and c) Achievements made by the debtor are no longer useful to the creditor after the agreed time has elapsed. 1) Compensation. There are two reasons for the emergence of compensation, namely compensation due to default and acts against the law. Compensation due to default is regulated in book III of the Civil Code. Meanwhile, compensation due to unlawful acts is regulated in Article 1365 of the Civil Code; 2) Forced circumstances. A state of coercion is a condition in which the debtor is unable to perform his performance to the creditor, due to an event that is beyond his control. For example, due to earthquakes, flash floods, lahars, and others; and 3) Risk.

6. Matters to be considered by the parties who will enter into and conclude the agreement: 1) the legal authority of the parties; 2) taxation; 3) legal rights; 4) agrarian issues; 5) choice of law; 6) dispute resolution; 7) termination of agreement, and 8) standard form of agreement.

The arrangement of the agreement, among others:²³ 1) Pre-arrangement of the agreement. Before the agreement is drawn up, there are four things that must be considered by the parties, including: identification of the parties, preliminary research on related aspects, making a memorandum of understanding (MOU), Negotiation; 2) Preparation stage. making the first draft, which includes: the title of the agreement, the preamble (usually contains the date of the agreement), the parties to the agreement, recital (official explanation/background of the occurrence of an agreement), the contents of the agreement (the core of the desired agreement, rights and obligations) , closing (procedure for ratification of an agreement). Here it is necessary: exchanging draft agreements, if necessary revisions are made, final settlements are carried out, closing by signing the agreement by each party. In making an agreement, it is necessary to pay attention to how to make a good structure: the introduction section: the opening subsection, the subsection of the inclusion of the identity of the parties (caption), the explanation subsection; content section: definition clause, transaction clause, specific clause, and general provision clause; and cover parts; closing remarks and signature placement subsections; and 3) After drafting the agreement. If the agreement has been made and signed by the parties.

D. Conclusion

The principle of balance is a principle that underlies the agreement of the parties that gives rise to a proper or fair juridical engagement in contract law. The principle of balance in question is not only seen from the existence of equality of achievement between the parties who remind themselves in a contract, but also by the agreement of the parties who make the agreement. The existence of the principle of balance as the basis for binding contract strength can be seen from the fourth objective of the agreement, which is to achieve a balance between the interests of the parties, namely farmers and the dairy industry. In general, imbalance occurs when the parties are in different economic powers. To create a balance of rights and obligations of the parties in this case, a contract needs to contain the principles of balance, fairness, and fairness which are guidelines and become signs in regulating and shaping the contract to be made so that in the end it will become an agreement that applies to the parties. enforceable implementation or fulfillment. The optimal working power of the principle of balance will balance the interests of the parties, provide an ideal law for the parties and provide justice in a contract. The balance of a contract is not solely determined by the position of the parties, but is also determined by the aspect of good faith. There are three aspects so that balance in the contract can be achieved, namely the actions of the parties, the contents of the contract and the implementation of the contract. The contents of the contract on milk deposit at the KUD contain an agreement between the farmer and the milk-producing industry. In making a contract, the parties should have a balanced position, because if they do not have a balanced position, it is possible that one party will dominate the other party. In the contract between the farmer and the milk producing industry, at the beginning of the contract (pre-contract) it is obvious that the bargaining position of the parties is balanced. However, if you look closely at the contents of the contract, you can see that there is an imbalance in position. The principle of balance has not been implemented properly, although there are no provisions governing the application of the principle of balance in Indonesian treaty law, but the application of the principle of balance is indirectly contained in Article 1320 of the Civil Code. The emphasis on "agreement", "implementation in good faith" and the binding of the agreement with "property, custom and

²³ Akhmad Budi Cahyono and Surini Ahlan Sjarif, *Knowledge of Civil Law*, (Jakarta: Gitama Jaya, Issue I, 2008), p. 97.

law" shows that in an agreement there should be a balance between the parties so as to create a sense of justice. An unbalanced contract has no binding force because it is contrary to good faith, a sense of justice, and propriety. As a result, an unbalanced agreement can be requested to cancel the agreement.

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