

## ON BUSINESS FRAUDULENT BUSINESS EXECUTORSTHE CARTEL OF GARLIC (CASE STUDY ABOUT CASE NUMBER DECISION 05 KPPU - I 2013 ON IMPORTER GARLIC )

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### ABSTRACT

*Business Executors are still doing the Cartel because with this act business, executors have a profit in immediately but community lost and cannot afford to buy garlic because the price that was not an affordable price. Business Executors he has been proven to have committed a violation of Article 11, Article 19, Article 24 of UULPM. It's starting from a setup supply based Affiliate, based on suspicion of investigator that has to negotiate agreements cartel that sets rates garlic in the market, a profitable supply that will be done by the group business executors is part of the effort to regulate rates garlic in the market affecting the loss to the public that should be the public can enjoy garlic with the affordable price and even in contrast with the price that business players not affordable. The executors must be given a sanction administration that was to give a deterrent effect for not doing the same thing in the latter days . Awareness about law and especially UULPM must be in constant will be done to the perpetrators and business community recommended to report any business actors who works were accused of violating UULPM. The Facts that happened in the field, there are still business actors who do the covenant cartel, such as in the case cartel that has been sentenced by the KPPU in case cartel sms and also cartel garlic. Anti-MONOPOLY commission said that as many as 19 importers garlic is guilty cartel. Anti-MONOPOLY Commission fined business executors is starting to several million rupiahs up to Rp 921 million, with total Rp 13.3 billion. Through this KPPU mention 19 importers was proven guilty of breaching Article 19 C and Article 24 UULPM. KPPU importers considered that some of this purpose monopolistic practices with how to restrict the circulation of garlic in the market that results in the price of garlic will be highest and many consumer will cannot afford to buy the price that is very high up to Rp 90,000 / kg. Business actors who Only really need and had to buy such as the owner restaurant and business executors users garlic other buy only to maintain business and probably will reduce the usage of garlic was because the highest price of.*

Key words: Importers' Side, Business Players, The Business Competition Supervisor Commission, Garlic and its monopoly.

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### Introduction

Business Executors are forbidden to make the agreement, with the perpetrator into their competitors, which means to affect the price by setting up production and marketing of a goods and services from the stock market at once, this was firmly arranged in the Law No. 5, 1999 about the ban on monopolistic practices and Unfair Competition (henceforward called UULPM)<sup>1</sup>. This was forbidden to keep importance of the general public and increase the efficiency national economy as one of the efforts to improve the prosperity of the society; to realize the conducive business climate through the arrangement business competition is healthy and to ensure that there is a certainty career trying to large business players, large business practitioners, medium great business practitioners, and the small business practitioners; to prevent monopolistic practices and / or unfair competition that impact by the perpetrator business; and effectiveness and efficiency enforced in business<sup>2</sup>.

In fact there are still business actors who do the covenant cartel, such as in the case cartel that has been sentenced by the KPPU in case cartel sms and cartel garlic case that has been sentenced by the KPPU, with the decision for case No. 05/KPPU-I/2013.

### Problematical formulation

Why the Business players are still carrying out the cartel by made an agreement with the prepetator into their competitors, which means to affect the price by setting up production and marketing of a goods and services from the stock market at once?

### Literature review

#### A. The agreement was banned

Before the term introduction agreement about, which is in UULPM, then the term agreement in general has long been known by citizen. Prof. Wirjono interpret the covenant relationship as legal wealth between the two parties in this where a participant promised to or is considered to be promised to do something or do nothing, and other parties have demanded implementation of

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<sup>1</sup> Article 11 UULPM

<sup>2</sup> Article 3UULPM

the covenant.<sup>3</sup> While Prof. Subekti said that the agreement is an event, where a person promised to another, or where two people promise each other to carry out any of the things.<sup>4</sup>

Next Article 1313 expecting an internal KUH Civil said that an agreement or the covenant is an act in which one or more people attach itself to the one or more. In addition of the agreement, also known the term the rebel alliance. However, the Book Law Civil did not formulate what is a rebel alliance. Thus the doctrine tried to formulate what is meant by the rebel alliance. Reliable alliance is a the relationship of the law between the two people or two parties based on which the parties that one entitled demand things (achievement) from other parties that has an obligation to fulfill these demands.<sup>5</sup> An achievement in a rebel alliance according to Article 1234 KUH Civil case could be 3 types. The First duty to give something. Second a duty to do anything about it, and the third duty to not do anything about it.<sup>6</sup>

In the legal system, then held an open system, it means that the parties have the freedom of the amount to make a covenant and the shape is that contains what, as long as it does not violate public order and morality. This can we know from the Article 1338 KUH Civil case that the point is that all the treaties made legally applied Law for those who make it. Next Article 1320 out KUH Civil said that for a legal agreement must meet the 4 conditions. First, they agreed to commit themselves to agreement for. Second, skill to make a covenant. Third, a certain things, and the four, a because (honorary) that is lawful.<sup>7</sup>

Based on the terms of the covenant on Civil KUH this is and the principles of these terms that applied to all the covenant in general. Furthermore, a specific can only set up in particular that only applies to provisions of the law a specific. This can be found in UULPM that arrange specially what is meant by the agreement.<sup>8</sup> The Agreement is defined as: "a deed one or more business executors to it fastens itself against one or more business executors another with any name, either written or not it is written."<sup>9</sup>

The covenant which was formulated by Definition UULPM, can be known that UULPM deduce that the agreement can be written and has not been written, both recognized or used as evidence in the case business competition. Before the agreement has not been written is generally considered to not so strong as evidence in the court, since the law Fast civil case that occurred at the moment is more emphasis and households written evidences and authentic as evidence that strong.<sup>10</sup>

This confession and the entry agreement that has not been written as proof of the agreement, which will be done by the business players in the business competition is very accurate, and has been in line with the regime Personal business competition that occurred in various countries. In general the business players will not be so careless to formalize an agreement between them in a written, that will make it easier for be hinting at their iniquity. Therefore written agreement between the business players who abetted or contrary to the Law is rare business competition will be found.<sup>11</sup>

UULPM set some agreements that are forbidden to be done by the perpetrator business, namely:

1. Oligopoly<sup>12</sup>
2. The setting of prices
  - a. The setting of prices<sup>13</sup>
  - b. Price Discrimination.<sup>14</sup>
  - c. Selling and Loss
  - d. A Profitable Selling Again<sup>15</sup> (Article 8 UULPM);
3. The division<sup>16</sup>
4. The boycott<sup>17</sup>
5. Cartel<sup>18</sup>

<sup>3</sup> Wirjono Prodjodikoro, 1989, *The principle of the principle on the agreement*, PT. Ereto, Bandung, p. 9.

<sup>4</sup> R. Subekti, 1985, *the trees Goods Civil Law*, Intermasa, Jakarta, p. 1.

<sup>5</sup> Ibid.

<sup>6</sup> Fahmi, Andi and State Senior High, Ningrum Sirait (Ed.), 2009, *the Law business competition between The text and The context*, Publishid and Printed with Support of Deutsche Gesellschaft Bundesanstalt Technische Zusammenarbeit (GTZ) GmbH, Printed in Indonesia, p. 85.

<sup>7</sup> Ibid. p. 86.

<sup>8</sup> Ibid. p. 86.

<sup>9</sup> Article 1 number 7 UULPM,

<sup>10</sup> Fahmi, Andi and State Senior High, Ningrum Sirait (Ed.) op. cit. p. 86.

<sup>11</sup> Ibid. p. 86.

<sup>12</sup> Article 4 UULPM

<sup>13</sup> Article 5 UULPM

<sup>14</sup> Article 6 UULPM

<sup>15</sup> Article 7 UULPM

<sup>16</sup> Article 9 UULPM

<sup>17</sup> Article 10 UULPM

<sup>18</sup> Article 11 UULPM

6. Trust<sup>19</sup>
7. Oligopsoni<sup>20</sup>
8. Vertical integration<sup>21</sup>
9. The agreement was shut up<sup>22</sup>
  - a. Exclusive distribution agreement
  - b. Tying agreement
  - c. Vertical agreement on discount
10. The agreement with The department of foreign affairs<sup>23</sup>

## B. Cartel

This Research specifically discussed Cartel related to the attitude business actors who do cartel in carrying out its business. The market structure which is a competitive, where business actors who tried to in the market was they were many: no obstacles and for criminals to enter into the market, makes every business actors who are in the market will not be able to drive according to his desire, they only accept the price that has been determined by the market and will try to start maximally in order to achieve a level that efficient in producing. But rather in the market which process oligopoly, where in the market was there are only some business players, it is very likely that business executors cooperate to determine the price products and the number of production of each business players to more than. Thus it is usually cartel practices to grow and expand the market which possess oligopoly, where it is easier to unite and control most markets.<sup>24</sup>

The cartel is one of the strategy that is implemented among the suspects may affect the price for business with regulates the amount of their production. They think if their production in the market has been reduced while demand for their products in the market is still, will have to rise in the price to a higher level. And on the other hand, if in the market their products are abundant, will surely have an impact on decline in the price of their products in the market. Thus, the suspect business trying to form a co-operation horizontal (pools) to determine the price and the number of production goods or services. But ulcers cooperation is not always successful, because the members are often tried to do injustice to the advantages each of them.<sup>25</sup>

Influx of supplies from a specific products in a market, can make a price of the product was in the market to cheaper, where this condition would be beneficial for consumers, but not in contrast to the business (producers or seller), progressively inexpensive price their products in the market, make money that will be obtained by the perpetrator business was to be reduced, or even and loss if the products they could not be absorbed by the market.<sup>26</sup>

That price of the product in market does not fall and price of the product can give profit greatly for criminals, business practitioners business usually makes the covenant between them to set about the number of production and the number of their production in the market is not ostentatious, and the objective is to not make their products in the market to more affordable. But sometimes cartel practices not only aimed at maintaining price stability their products in the market, but also to rake in profits greatness by reducing their products will significantly in the market, and cause in the market, the scarcity, resulting in consumers must pay more to buy the product business players was in markets, or it can be said that the purpose of to plunder the cartel is as much as possible the current account surplus consumers to producer. Thus cartel purchase competition on the actions that kolusif among competitors, but are forbidden in the business competition.<sup>27</sup>

## Data Analysis

This Data analyzed in qualitative research, it means data dictum analyzed in depth, holistic, comprehensive. Using the methods in qualitative analysis is based on the council Commission in case the verdict KPPU case No. 05/KPPU-I/2013, to observe and learn carefully cases with good, implementing based on UULPM and also to compare with the decision has been diputs by the KPPU. In analyzing data is things that need to be addressed among others:

First, the data is analyzed various, has a different basic with one another, and would not be easy to be quantitative. The nature of the Second, he analyzes are similar data is a whole (*comprehensive*) is a unity round (*holistic*). This was biodiversity is marked with data and information need a deep-seated (*indepth information*). Data analyzed by using this method deductive, it means there is a method draw the conclusion that is from a special the claims his nature. This method will be maintained by means understanding or analyze the broader principles, among others of the principle of cartel that is still done by the business players,

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<sup>19</sup> Article 12 UULPM

<sup>20</sup> Article 13 UULPM

<sup>21</sup> Article 14 UULPM

<sup>22</sup> Article 15 UULPM

<sup>23</sup> Article 16 UULPM

<sup>24</sup> Herbert Hovenkamp, 1995, the Federal *Anti-trust Policy: The Law of Competition and It's Practice*, 2nd ed. hlm..144 .

<sup>25</sup> Theodore P. Kovaleff. ed. 1994, *The Anti-trust Impulse vol. 1*, p.78 -80.

<sup>26</sup> Fahmi, Andi and State Senior High, Ningrum Sirait (Ed.), op. cit. p. 107.

<sup>27</sup> William R. Andersen and C. Paul Rogers III, 1999, *Competition Law Law: Policy and Practice*, 3rd ed. (Matthew Bender), hlm.349

and this is clearly prohibited by Article 11 UULPM. Study of the principle that nature was general will be analyzed in particular aspect of UULPM operating rules and other.

Analysis of this conclusion is and basically is an answer out of the problems raised in this research. By doing procedures for analysis that good, can be obtained right answer to link relationships that have arisen from crisis to the process wisdom, that there is no or as well as relation with the theory that has been widely known that the formulation problems to be answered with tidy.

## Discussion

Business Executors Buyback Cartel garlic

Cartel is the central issue that has never separated from business activities that will be done by the perpetrator business especially in the market which possess of oligopoly. This attitude against the law and banned UULPM and strategies to achieve maximum benefit (maximum profits) in a way to close competition and take economic benefit consumers. Anti-MONOPOLY COMMISSION is committed to fight against this behavior that perpetrators business not only seen the importance of the business executors alone but implementing public interests and provide this KPPU doing research and this is the first initiative at the end of 2013.

Cartel in the doctrine on conspiracy tender, the region, setting of price, and a setting of supply. This behavior dominated composition 224 cases that have been sentenced by the KPPU. Noted by 74% to 177 from 224 case is a case cartel with the details 165 case tender and 12 non-cartel case tender. A Cartel is broken economy that was big enough, beside because mendisinsentif for competition is also taking advantage consumer economy. No wonder if economic crimes KPPU made a great and become a priority on that should be abolished.<sup>28</sup>

Economists of University of Indonesia (UI), Ayudha D. Prayoga, argues that cartel was a form of conspiracy. If cartel is form of a conspiracy business executors, this what they conspirace about? What is the purpose of conspiracy?<sup>29</sup> Ayudha D. Prayoga, said cartel was a form of conspiracy. Conspiracy will be done through price, output, the division, restrictions on production, and the demarcation input. So, according to him, a conspiracy itself is a basic idea in forming cartel. Conspiracy is their activities, while cartel is urgently<sup>30</sup>. Cartel, Ayudha continue, for a long time and carried out openly openly. They named themselves with various names and at the time to common. But after *sherman Competition Law Act* appears, on cartel is no longer considered legal<sup>31</sup>.

On cartel involving several business executors. Usually, the big players in an industrial structure that market segmentation oligopoly tend to be tempted to behave like that. Cartel, clearly Ayudha, formed by the motif that is in antaraya in order to gain maximum (*maximum profits*). It did not close the possibility cartel was formed to kill *entrance* (new players) to create *barriers to entry* (obstacles check-in).

Benefits for the cartel is not a few, the cartel gain many %trillions in one commodity prices, because this great benefits to turn a blind eye to public interest that is expected to be protected by bringing UULPM. One example of this is the value of the loss suffered by the consumer cartel in SMS which has never been terminated KPPU. Consumers, an estimated lost around Rp 1.6-1.9 trillion in the span of three cartel will be done by the cartel and is things that are not worthy of all praise.

Some 19 Importis garlic buyback cartel<sup>32</sup>

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<sup>28</sup> Competition, 2013, to fight against Cartel, Edition 39, p. 3.

<sup>29</sup> Ibid,

<sup>30</sup> Ibid, p. 6.

<sup>31</sup> Ibid.

<sup>32</sup> The Tribun Central Java/Rev. Sulistiyawan Trading Center, a worker sends garlic imports from fleet a Chinese Area konntainer truck, Semarang, Central Java, on Thursday (9/12/2013).



All of 19 importers declared guilty KPPU cartel garlic, KPPU to impose a fine amount of 921 million with total 13.3 billion rupiahs. Verdict is read out on Thursday 23 March 2014 with chairman of the Council Sukarmi said that 1 importers has proven guilty of breaching Article 19 c and article 24 UULPM. KPPU importers considered that some of its monopoly with purpose to restrict circulation garlic profusion causing price leap garlic profusion.<sup>33</sup>

In addition 19 business executors, KPPU bemoaned buyback is Minister of Trade, The Director General of Foreign Trade Ministry and the Head of the body Animal Quarantine Department of Agriculture.

The Verdict KPPU case No. 05/KPPU-I/2013.<sup>34</sup>

For business competition Commission Republic of Indonesia as KPPU who examined Case No. 05/KPPU-I/2013 about suspected breach Article 11, Article 19 letter c and article 24 UULPM related to was Triggered garlic will be done by:

- 1) The First reported (I), CV Bintang, which is located in *Jalan Semangka II/S 165-A Desa Tambak Rejo Kecamatan Waru Sidoarjo, East Java, Indonesia;*
- 2) Second reported (II), CV Karya Pratama, the office address in *Jalan Tapan Nauli Komplek Mangga Indah Pasar I LK VIII No. 7-A Sunggal Medan, Medan, North Sumatera, Indonesia;*
- 3) Third reported (III), CV Mahkota Baru, which is located in *Jalan Stasiun Nomor 2-B Kelurahan Tanjung Mulia Kecamatan Medan Deli, Medan, North Sumatera;*
- 4) Fourth reported (IV), CV Mekar Jaya, which is located *Jalan P. Tubagus Angke Nomor 190 N Kelurahan Angke Kecamatan Tambora, West Jakarta DKI Jakarta, Indonesia.*
- 5) Fifth reported (V), PT Dakai Impex, which is located in the *Jalan Teluk Kumai Timur Nomor 64, Surabaya, East Java, Indonesia.*
- 6) Sixth reported (VI), PT Dwi Tunggal Buana, which is located in *Jalan Balikpapan Raya Nomor 22C Kelurahan Petojo Utara Kecamatan Gambir, Central of Jakarta, DKI Jakarta, Indonesia;*
- 7) Seventh reported (VII), PT Global Sarana Perkasa, which is located in *Jalan Bisma Raya D-I/8 Kelurahan Papanggo Kecamatan Tanjung Priok, North Jakarta, DKI Jakarta, Indonesia;*
- 8) Eighth reported (VIII), PT Lika Dayatama, which is located *Komplek Ruko Puri Mutiara Blok A Nomor 110-111 Kelurahan Sunter Agung Kecamatan Tanjung Priok, DKI Jakarta, Indonesia ;*
- 9) Nineth reported (IX), PT Mulya Agung Dirgantara, which is located in *Jalan Raya Pandugo Nomor 147, Surabaya, East Java, Indonesia ;*

<sup>33</sup> Ibid.

<sup>34</sup> [Http://www.kppu.go.id/id/putusan/tahun-2013/](http://www.kppu.go.id/id/putusan/tahun-2013/)

- 10) Tenth reported (X), PT Sumber Alam Jaya Perkasa, which is located in *Jalan KL Yos Sudarso Nomor 38-J Lk. 13 Kelurahan Glugur Kota Medan Barat, Medan, North Sumatera, Indonesia*;
- 11) Eleventh reported (XI), PT Sumber Roso Agromakmur, which is located in *Jalan Yos Sudarso Kavling 89 Gedung Wisma Smr, Lantai 11 Sunter Jaya-Tanjung Priok, North Jakarta, DKI Jakarta, Indonesia* ;
- 12) Twelfth reported (XII), PT Tritunggal Sukses, which is located in *Jalan Balikpapan Raya Nomor 22C, Lantai 3 Kelurahan Petojo Utara Kecamatan Gambir, Central of Jakarta, DKI Jakarta, Indonesia* ;
- 13) Thirteenth reported (XIII), PT Tunas Sumber Rezeki, which is located in *Perkantoran CBD Pluit Blok C, Nomor 20, Jalan Pluit Selatan Penjaringan North Jakarta, DKI Jakarta, Indonesia*;
- 14) Fourteenth reported (XIV), CV Agro Nusa Permai, located in *Ruko Tanjung Priok Indah Permai, Jalan Laksda M. Natsir Nomor 29 Blok C-7 Surabaya, East Java, Indonesia*.
- 15) Fifteenth reported (XV), CV Kuda Mas, located in *Jalan Panjang Jiwo Nomor 46-48 Ruko Panju Makmur Blok B-31 Surabaya, East Java, Indonesia*;
- 16) Sixteenth reported (XVI), CV Mulia Agro Lestari, which is located in *Ruko Klampis Megah Blok I-30 Surabaya, East Java, Indonesia*.
- 17) Seventeenth reported (XVII), PT Lintas Buana Unggul, which is located in *Pangeran Jayakarta Nomor 68 Blok A-16 Jakarta, DKI Jakarta, Indonesia*.
- 18) Eighteenth reported (XVIII), PT Prima Nusa Lentera Agung, which is located in *Perak Timur 512, Blok C-10 Surabaya, East Java, Indonesia*.
- 19) Nineteenth reported (XIX), PT Tunas Utama Sari Perkasa, which is located in *Jalan Pangeran Jayakarta 68 Blok A-18 Kelurahan Mangga Dua Selatan Kecamatan Sawah Besar, Central of Jakarta 10730, Indonesia*.
- 20) Twentieth reported (XX), Quarantine Ministry of Agriculture, Republic of Indonesia, which is located at the Ministry of Agriculture, *Jalan Harsono RM Nomor 3, Building E floor 1, 5, 7, Ragunan Zoo, DKI Jakarta 12550, Indonesia*;
- 21) Twenty one reported (XXI), Director General of Foreign Trade Ministry of Trade Republic of Indonesia, which is located at the Ministry of Trade Republic of Indonesia, *Jalan M.I. Ridwan Rais Number 5, DKI Jakarta 10110, Indonesia*.
- 22) Twenty second reported (XXII), Ministry of Trade Republic of Indonesia, which is located at the Ministry of Trade Republic of Indonesia, *Jalann M.I. Ridwan Rais Number 5, DKI Jakarta 10110, Indonesia*.

KPPU has taken the decision as follows:<sup>35</sup>

After reading the report suspected breach;  
Him After reading the response to the report suspected breach;  
After hearing to the information from the Witnesses.  
After hearing the experts.  
Him After hearing to the information from the;  
After reading conclusion result of the trials of Investigator,  
After reading conclusion reported on the trial of;  
After reading the letters and documents in this matter.  
Suspected breach that was carried out by the perpetrators business<sup>36</sup> is.

Considering that the report suspected breach and conclusion is a sign Investigator reported violations Article 11, Article 19 letter C, and Article 24 Law No. 5, 1999 reported evidence that were carried out by the was Triggered garlic period November 2012 - February 2013 in the form:

1. Do deals with business executors rivals to affect the price by setting up production and/or marketing a work and/or services;
2. Some activities both alone or with other business actors and other parties to limit distribution and/or goods and/or services on the stock market at once.
3. Collude with other parties to inhibits the production and/or marketing products and/or services business players their competitors with research to work and/or services that offer or supplied to the market at once to decreases both from number, quality and timeliness that has been required;

About a Profitable supply garlic;<sup>37</sup>

A Profitable supply based affiliate: That based on suspicion of investigator, setting supply that will be done by the group business executors is part of the effort to regulate rates garlic in the market. Has filled elements Article 11 UULPM;

*"Business Executors are forbidden to make a covenant with the perpetrators into their competitors, which means to affect the price by setting up production and marketing or a goods and services, which can cause the monopolistic practices and/or unhealthy competition".*

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<sup>35</sup> Ibid.

<sup>36</sup> Ibid.

<sup>37</sup> Ibid

Fulfilling elements Article 11 UULPM is clearly business executors has a violation of UULPM and KPPU must sanction such as that which was arranged in the Article 47 UULPM to business players. So the decision will be done by the KPPU to the cartel garlic is according to the writer is correct and need to be given award to KPPU in this case. Law enforcement law has done well and do not worry about government intervention, because KPPU firm to the establishment of to create a conducive atmosphere in business activities in Indonesia.

The Panel conclusion Commission based on the investigation has to be done is: take into account that based on Directors and explanation above, the Assembly Commission arrived at the conclusion as follows:<sup>38</sup>

1. That is not found evidence of the agreement cartel reported I, between II, III, IV, V, VI, VII, VIII, reported, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII XVIII, and reported on XIX.
2. That It has been proven that business competition practices there was no healthy condition reported I, II, III, IV, V, VI, VII, VIII, reported IX, X, XI, XII, XIII, XIV, XV, XVI, XVII XVIII, and reported on XIX impede circulation of goods on the stock market at once in a way withholding supply through the delay import garlic.
3. That It has been proven that reported I pass a conspiracy between, reported on II, III, IV, V, VI, VII, VIII, reported IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX XXI, and reported on XXII with how to provide an extension SPI without legal basis.
4. That It has been proven that reported I pass a conspiracy between, reported on II, III, IV, V, VI, VII, VIII reported, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII XVIII, and reported on XIX by means document processing SPI and perpanjangannya through the period.
5. That policy regarding the quota for the product was triggered garlic is not right, where the garlic fully fulfilled through Imports, But local production garlic is not in the market at once.
6. That there is no coordination between Ministry of Agriculture, Republic of Indonesia as the authority publisher RIPH with Ministry of Trade Republic of Indonesia as the authority publisher SPI;

Business Executors have made on which do not build even break country with treatment cartel in the case importers garlic. Business Executors thought only benefits. People suffered greatly from price hearing garlic jumped expensive. The community to stop consuming garlic because cannot afford to buy taste of the dishes for the requirement, only restaurant is still buy.

Business Executors he has been proven to have committed a violation of Article 11, Article 19, Article 24 UULPM starting from a setup supply based Affiliate, based on suspicion of investigator that has to negotiate agreements cartel that sets rates garlic in the market, a profitable supply that will be done by the group business executors is part of the effort to regulate rates garlic in the market affecting the loss to the public that should the society be able to enjoy the garlic with the affordable price and even in contrast with the price that business players not affordable. should be given a sanction administration that was to give a shock therapy for not doing the same thing in the latter days. Legal awareness and especially UULPM should be continued to make the actor and business community recommended to report any business actors who works were accused of violating UULPM.

## Conclusion

Business Executors are still doing the cartel because with this act business executors a profit in immediately but community lost and cannot afford to buy garlic because the price that was not an affordable price.

Business Executors he has been proven to have committed a violation of Article 11, Article 19, Article 24 UULPM starting from a setup supply based Affiliate, based on suspicion of investigator that has to negotiate agreements cartel that sets rates garlic in the market, a profitable supply that will be done by the group business executors is part of the effort to regulate rates garlic in the market affecting the loss to the public that should the society be able to enjoy the garlic with the affordable price and even in contrast with the price that business players not affordable. should be given a sanction administration that was to give the deterrent effect for not doing the same thing in the latter days. Legal awareness and especially UULPM should be continued to make the actor and business community recommended to report any business actors who works were accused of violating UULPM.

Business Executors was proven to breach him UULPM such as: I, II, III, IV, V, VI, VII, VIII reported, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII XVIII, and reported was proven breaching Article XIX not 11 UULPM. M Later claimed that reported I, II, III, IV, V, VI, VII, VIII, reported, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII XVIII, and reported on XIX proven legally and convincingly violated Article 19 letter C UULPM. States that him I, II, III, IV, V, VI, VII, VIII, Reported, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX XXI, and reported was proven XXII and convincingly have breached Article 24 UULPM. States that we got adequate profits we XX not proven to be broken the Article 24 UULPM.

## Suggestion

It suggests that business players did not do cartel again, because it will harm community, even on works the cartel is more evil and more abominable from corruptors. Business Executors should not violate UULPM in carrying out their business activities.

<sup>38</sup> Ibid.

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