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# Reconstruction of the Business Legal System in Encountering the Complexity of Maritime Goods Distribution Disputes Including Business Competition, Transportation Responsibility and Problematic Receivables

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**Abstract:** *The study aims to analyze and reconstruct the business legal system in addressing the complexity of maritime goods distribution disputes in Indonesia, involving aspects of business competition, transportation liability, and problem receivables. The research employs a normative juridical approach, combining statutory and conceptual perspectives through a review of norms in the Civil Code, the Commercial Code, and Law Number 5 of 1999 regarding the Prohibition of Monopolistic Practices and Unfair Business Competition. The results indicate disharmony and conflicting norms between legal regimes, leading to legal uncertainty and weak protection for business actors, particularly distributors in the maritime distribution chain. Empirical issues such as violations of distribution areas, price wars, damage to goods by porters, and problem receivables with disproportionate payment schemes demonstrate that existing law is not yet adaptive to modern business practices. Therefore, an integrative reconstruction of the business legal system is necessary through regulatory harmonization, which strengthens the principles of justice and legal certainty, and establishes a regulatory model capable of accommodating the interrelationships between contracts, transportation, business competition, and financing.*

**Keywords:** *Business Law Reconstruction; Maritime Distribution; Business Competition; Transportation Responsibility*

## Introduction

The development of trade globalization has driven a significant increase in maritime logistics activities as the breadwinner of goods distribution in the modern economic system,(Pramuja 2020) including in the distribution of ship lubricants, which plays a strategic role in maintaining the operation of maritime fleets. In this context, the legal relationships formed are no longer simple but involve a complex distribution chain between suppliers, distributors, shipping companies, and end users (Hendri. 2020). However, these developments in business practices are not always accompanied by adaptive legal developments. The existing legal framework still relies on classical norms, as stipulated in

the Civil Code, specifically Article 1313 concerning agreements and Article 1320 concerning the conditions for valid agreements, (Pradistya 2022) which are not yet fully able to accommodate the complexity of modern legal relationships based on multi-party distribution networks. It creates a gap between industry dynamics and existing regulations, thus weakening legal certainty and protection for business actors.

This complexity becomes even more pronounced when a single distribution transaction comprises multiple interrelated agreements, including distribution, transportation, sales and purchase, and credit or receivables agreements. Each agreement falls under a separate legal regime, potentially resulting in normative conflicts (Zulkifli 2022). For example, the sale and purchase aspect is subject to the provisions of Article 1457 of the Civil Code, (Hertanto 2024) while the transportation aspect is regulated by the commercial law regime as contained in the Commercial Code and other sectoral regulations (Marasabessy 2023). On the other hand, the creditor and debtor relationship is subject to the provisions of default as stipulated in Article 1243 of the Civil Code (Fazriah 2023). This lack of integration is exacerbated by the parties' unequal bargaining position, where distributors are often vulnerable to both larger suppliers and customers and carriers, thus demonstrating the urgent need for a more systemic and integrated legal approach.

In territory-based distribution practices, serious issues related to business competition arise, particularly when distributors violate agreed-upon territorial divisions and engage in aggressive price-cutting practices (Rohaedi 2024). This phenomenon raises legal questions regarding the boundary between legitimate business strategies and practices that violate competition law. Based on Law Number 5 of 1999, specifically Article 9, which prohibits the division of market territories, and Article 20, which prohibits predatory pricing practices, such actions have the potential to be classified as legal violations overseen by the Business Competition Supervisory Commission (Haris 2019). However, in practice, there remains ambiguity regarding whether territorial restrictions in distribution agreements can be justified as part of business efficiency or are instead categorized as anti-competitive practices (Winrekso 2017). This vagueness of norms indicates a lack of more specific regulations in the maritime distribution sector.

Not all price reductions constitute predatory pricing under Law Number 5 of 1999. A pricing strategy should be considered predatory only when prices are set below cost for a sustained period with the intention of eliminating competitors, creating barriers to market entry, or enabling the undertaking to subsequently recoup losses through market dominance. Therefore, legal assessment should consider objective indicators such as pricing below production or operational costs, the existence of exclusionary intent, the impact on market competition, and the potential creation of a dominant position. These criteria help distinguish legitimate competitive pricing from anti-competitive conduct.

Another equally important issue is the carrier's legal liability for damage to goods during the distribution process. Normatively, the porter's liability can be based on the principle of breach of contract as stipulated in Articles 1239 and 1243 of the Civil Code, which obliges the negligent party to compensate for losses (Anantyo 2012). However, in practice, proving fault and enforcing liability often presents obstacles, especially when the transportation contract does not explicitly stipulate the standard of liability (Jaya 2020). It has given rise to a debate between the application of the principle of fault liability and strict

liability. This ambiguity weakens the distributor's position as the injured party, as they must bear a significant burden of proof, (Kasenda 2016) thus highlighting the need for legal reforms that provide greater certainty and protection.

In the area of problem receivables, the practice of paying debts in disproportionately small installments raises its own legal issues. In principle, civil law recognizes the principle of good faith, as reflected in Article 1338 paragraph (3) of the Civil Code, which states that agreements must be executed in good faith (Kolopaking 2021). However, in practice, this principle is often abused by debtors to substantially avoid obligations by continuing to make minimal payments. This situation gives rise to what can be called pseudo-good faith, which, normatively, has no clear boundaries in Indonesian positive law. As a result, creditors do not receive adequate legal protection, and settlement mechanisms through default lawsuits are often economically ineffective.

These various problems ultimately demonstrate fundamental weaknesses in the national legal system, which remains sectoral and unable to handle business disputes in an integrated manner. The fragmentation of civil law, commercial law, and competition law leads to legal uncertainty and inefficiency in dispute resolution. On the other hand, globalization has also driven an increasing preference among business actors for the use of foreign legal consultants, particularly in Singapore, which is known for its more credible and adaptive business legal system. It poses a challenge to national legal sovereignty and demonstrates that Indonesian law is not yet fully competitive in providing certainty and trust for business actors. Therefore, an integrative reconstruction of the business legal system is needed through harmonization of norms, a systemic approach, and the development of a legal model that adapts to modern business practices to achieve legal certainty, justice, and efficiency in the maritime distribution sector.

## Methodology

This research adopts a normative juridical method, focusing on the analysis of positive legal norms as a system of rules governing behavior in business activities, particularly in the context of maritime goods distribution. It conceptualizes law as a normative framework examined through primary, secondary, and tertiary legal materials. The approach used includes a statute approach that is conducted by examining various relevant regulations such as provisions in the Civil Code, the Commercial Code, and Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, to identify consistency, harmonization, and potential conflicts of norms in business law regulations; as well as a conceptual approach that is achieved by examining legal doctrines, principles, and theories such as the principle of good faith, the principle of justice, legal certainty, and the theory of legal responsibility and business competition, which have developed in the literature and the thoughts of legal experts. Through these two approaches, this research aims to find comprehensive legal arguments, identify gaps and weaknesses in norms, and formulate new legal constructions that are more integrative, adaptive, and responsive to the complexity of goods distribution practices in the maritime sector.

## Result and Discussion

**Disharmony and Conflict of Norms in the Legal Regulation of Maritime Goods Distribution in Indonesia**

Disharmony and conflicting norms in the legal regulation of maritime goods distribution in Indonesia are rooted in the existence of various legal regimes that have developed fragmentarily and without integration, resulting in overlapping regulations in practice. In the context of distribution business relationships, the primary regulation still relies on the Civil Code, which regulates the basis of contracts through Article 1313 concerning the definition of an agreement and Article 1320 concerning the conditions for a valid agreement. Commercial aspects and business activities also overlap with the Commercial Code, which regulates trade and the transportation of goods. On the other hand, modern distribution practices are also subject to Law Number 5 of 1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition, specifically Article 5 concerning price fixing and Article 9 concerning the division of marketing territories (Mariyah 2025). These three legal regimes were not systematically designed to regulate complex distribution relationships, resulting in disharmony in their application.

Norm conflicts are clear in distribution agreements containing territorial division clauses. On the one hand, based on Article 1338 paragraph (1) of the Civil Code, all legally entered into agreements apply as law to the parties, reflecting the principle of freedom of contract. However, on the other hand, Article 9 of Law Number 5 of 1999 expressly prohibits business actors from entering into agreements aimed at dividing marketing areas that could result in monopolistic practices or unfair business competition (Zamroni 2019). This conflict creates normative ambiguity, as territorial exclusivity clauses in distribution can be viewed as legitimate business strategies, but simultaneously have the potential to be classified as violations of competition law. This unclear boundary demonstrates a conflict between the principle of private contractual freedom and the public interest in maintaining business competition.

Furthermore, normative conflicts also arise in the legal relationship of goods transportation in maritime distribution, particularly regarding liability for damage to goods. From a civil law perspective, this liability is based on breach of contract as stipulated in Article 1239 of the Civil Code, which states that every obligation to do or not to do something, if not fulfilled, gives rise to an obligation to compensate. Article 1243 of the Civil Code regulates compensation for costs, losses, and interest resulting from failure to fulfill an obligation. However, in transportation practices regulated by commercial law, the carrier's liability is often influenced by liability limitation clauses in contracts, thus creating an inconsistency between the principle of full liability in civil law and the practice of liability limitation in commercial law (Adityatjahja 2022). It indicates a disharmony in legal liability standards.

The unclear boundaries between freedom of contract and the prohibition of monopolistic practices are also a major source of legal uncertainty in the distribution of maritime goods. Article 1338 paragraph (1) of the Civil Code provides broad freedom to the parties to determine the contents of the agreement, but this freedom is not absolute because it is limited by statutory provisions, public order, and morality, as reflected in Article 1337

of the Civil Code. In the context of business competition, this restriction is reinforced by Article 19 letter d of Law Number 5 of 1999, which prohibits business actors from engaging in practices that could hinder other business actors from conducting the same business in the relevant market (Sii 2024). However, the lack of clear parameters regarding when an exclusive distribution clause is considered unlawful has led to differing interpretations, both by business actors and by supervisory authorities such as the Business Competition Supervisory Commission.

Structurally, this disharmony occurs because the Indonesian legal system remains sectoral and has not adopted a systemic approach to regulating modern business relations. Civil law, commercial law, and competition law develop within different frameworks with objectives that are not always aligned, resulting in regulatory fragmentation. This condition creates legal uncertainty, as business actors must navigate various potentially conflicting norms. Furthermore, the lack of harmonization between regulations also makes law enforcement difficult, as law enforcement officials and supervisory agencies can have differing interpretations of the same case.

The impact of these disharmonies and conflicting norms is significant for distribution businesses, particularly in terms of increased legal risk and transaction costs. Uncertainty regarding the legality of distribution practices, transportation responsibilities, and limitations on competition can hamper business efficiency and undermine trust in contractual relationships. Furthermore, businesses may face unexpected legal sanctions due to differing interpretations of applicable norms.

**Weaknesses in Legal Protection in Maritime Goods Distribution Practices for Business Actors**

The weakness of legal protection in maritime goods distribution practices in Indonesia is reflected in the imbalanced positions of the parties in complex business relationships, particularly between distributors and other business actors in the distribution chain. Normatively, the legal relationship between the parties is based on the principle of agreement as stipulated in the Civil Code, particularly Article 1320 concerning the conditions for a valid agreement and Article 1338 paragraph (1), which affirms the principle of pacta sunt servanda. However, in empirical practice, distributors often find themselves in a weak position, both vis-à-vis their principals and other distributors who violate distribution areas and engage in price wars. This situation demonstrates that the formal application of legal norms is not always accompanied by effective protection in practice, particularly when there is an imbalance in economic power between business actors.

In violations of distribution areas and price wars, a common empirical problem is that distributors sell products to areas they are not contractually entitled to, and lower prices below market prices to gain a competitive advantage. Legally, this action potentially violates the provisions of Law Number 5 of 1999, specifically Article 9 concerning the prohibition on territorial division and Article 20 concerning predatory pricing practices, which are overseen by the Business Competition Supervisory Commission. However, in practice, law enforcement against these violations is often ineffective due to the difficulty of proving them, the lengthy investigation process, and gaps in interpretation regarding

whether such actions constitute a legitimate business strategy or a violation of the law. As a result, injured distributors lack adequate protection.

The next issue relates to the carrier's responsibility in distributing goods, particularly when goods are damaged during shipping. Normatively, this responsibility can be based on breach of contract as stipulated in Article 1243 of the Civil Code, which requires reimbursement of costs, losses, and interest resulting from failure to fulfill an obligation. Furthermore, Article 1239 of the Civil Code also emphasizes the obligation to fulfill performance in accordance with the agreement. However, empirically, distributors often encounter difficulties in claiming compensation due to the limitation of liability clauses in transportation contracts and the difficulty of proving who is responsible for the damage. The lack of clarity regarding liability standards, whether based on fault liability or strict liability, further weakens distributors' position in asserting their rights.

In the area of problem receivables, the weakness of legal protection is also evident in the practice of debtors making payments in small installments over a long period, which formally appears to be a form of good faith, but substantially harms creditors. The principle of good faith, as stipulated in Article 1338 paragraph (3) of the Civil Code, requires that agreements be executed in good faith, but in practice, there are no clear parameters for assessing whether an action truly reflects good faith or constitutes abuse. Empirically, many business actors face situations where debtors avoid full payment obligations by continuing to make minimal payments to avoid legal action, thus creating what can be called "pseudo-good faith," which is not adequately addressed by positive law.

The imbalance in the positions of the parties in these various aspects indicates that existing legal protection is unable to guarantee substantive justice in distribution business practices. Distributors, as the parties at the center of the distribution chain, often bear the greatest risks, both in terms of business competition, freight transportation, and credit risk. Meanwhile, available legal enforcement mechanisms, whether through civil lawsuits or oversight by the Business Competition Supervisory Commission, are not yet fully effective in providing swift, definitive, and equitable solutions. It demonstrates a gap between existing legal norms and the reality of business practices on the ground.

The weakness of legal protection in maritime goods distribution practices is not only caused by a lack of norms, but also by the weak enforcement of existing norms. Lengthy law enforcement processes, high costs, and uncertain outcomes are factors that hinder businesses from pursuing legal action. Furthermore, the lack of uniform contractual standards and the absence of specific regulations comprehensively governing maritime goods distribution further exacerbate the situation. Therefore, legal reform is needed that focuses not only on establishing new norms but also on strengthening law enforcement mechanisms and providing more effective protection for businesses, particularly distributors who are in vulnerable positions in the distribution chain.

**Reconstruction of an Integrated Business Legal System in the Settlement of Maritime Goods Distribution Disputes**

Reconstructing an integrative business legal system to resolve maritime goods distribution disputes is an urgent need, given the fragmented regulations that have existed

between civil, commercial, and competition law regimes. Normatively, the Indonesian legal system still relies on the Civil Code, with its fundamental principle of freedom of contract as stipulated in Article 1338, and the provisions for breach of contract in Article 1243. However, this has not been integrated with the norms of Law Number 5 of 1999 concerning business competition. Therefore, a new legal model is needed that is no longer sectoral but rather based on a systems approach that integrates all aspects of legal relations in distribution, from contracts and transportation to competition and financing. A concrete action that can be taken is to encourage the establishment of specific regulations regarding the distribution of commercial goods that integrate these various legal regimes into a coherent normative framework.

This systems approach in legal reconstruction must be realized through the harmonization of laws and regulations that have so far operated independently. This harmonization is not only formal but also substantive, by aligning basic principles such as justice, legal certainty, and benefit. In this context, it is necessary to revise the provisions of the Civil Code, particularly those related to the limitations on freedom of contract in Articles 1337 and 1338, to better align them with the principles of fair business competition. Another concrete action is the development of national guidelines governing standard clauses in distribution and transportation agreements, thereby minimizing normative conflicts and providing clear standards for business actors.

Regarding carrier liability, legal reform must be directed toward establishing clear and uniform liability standards. Currently, the lack of clarity between fault liability and strict liability has created uncertainty in determining liability for damage to goods. Therefore, regulations are needed that explicitly stipulate that in the transportation of certain commercial goods, carriers can be subject to absolute liability with limited exceptions. Concrete actions that can be taken include formulating sectoral regulations or amending provisions related to transportation in the Commercial Code that adopt international standards and require the use of transportation insurance as a risk protection mechanism for distributors.

Regarding business competition, normative reforms are needed to provide clearer boundaries regarding the legality of dividing distribution areas. The provisions of Law Number 5 of 1999, particularly Article 9, need to be supplemented with criteria that differentiate between territorial restrictions that promote business efficiency and those that are anti-competitive. In this regard, the Business Competition Supervisory Commission (KPPU) needs to issue more detailed and applicable technical guidelines for the maritime distribution sector. Another concrete action is the establishment of a fast-track review mechanism by the KPPU to provide legal certainty regarding distribution agreements before they are implemented, so that business actors are not left speculative about the risk of legal violations.

In the case of problem receivables, legal reconstruction must include stricter regulations regarding the limits of good faith in fulfilling debt repayment obligations, as stipulated in Article 1338 paragraph (3) of the Civil Code. A norm is needed that explicitly stipulates that disproportionate installment payments over an unreasonable period can be

classified as a form of default. Concrete actions that can be taken include the establishment of judicial guidelines or new regulations that provide objective parameters for debt restructuring in business relationships, as well as strengthening the enforcement mechanism for court decisions to make them more effective and efficient for creditors.

As part of the integrative reconstruction of its legal system, Indonesia also needs to learn from global practices, particularly from Singapore, known for its adaptive and credible business legal system. Singapore's strengths lie in regulatory integration, legal certainty, and the efficiency of dispute resolution through arbitration institutions and commercial courts. Concrete actions that can be adopted include the establishment of a dedicated forum for the resolution of distribution business disputes based on arbitration or a specialized commercial court, as well as the digitization of the dispute resolution process to increase efficiency. Thus, the integrative reconstruction of the business legal system will not only produce new normative concepts but also introduce concrete reforms capable of enhancing legal certainty, justice, and the competitiveness of the national legal system in facing the dynamics of global business.

## Conclusion

The study concludes that the business legal system in maritime goods distribution practices in Indonesia still faces fundamental problems in the form of disharmony and fragmented norms stemming from the separation of civil, commercial, and competition law regimes that are not systemically integrated. Provisions in the Civil Code, such as Article 1338 concerning freedom of contract and Article 1243 concerning default, have not been able to operate in harmony with provisions in the Commercial Code and Law Number 5 of 1999 concerning the prohibition of monopolistic practices, resulting in conflicting norms and legal uncertainty. In practice, this condition has resulted in weak legal protection for business actors, particularly distributors, who are vulnerable to violations of distribution areas, price wars, losses due to transportation, and problem receivables. Furthermore, weak law enforcement mechanisms and the absence of clear normative standards in several crucial aspects, such as carrier liability and the limits of good faith in debt repayment, further exacerbate the gap between normative law and empirical reality on the ground.

Based on these findings, it is recommended that an integrative reconstruction of the business legal system be implemented through harmonization of laws and regulations and strengthening of a systems approach in regulating maritime goods distribution. The government needs to take concrete steps by establishing specific regulations that integrate aspects of contracts, transportation, business competition, and financing within a comprehensive legal framework, and revising related provisions in the Civil Code and Commercial Code to be more adaptive to modern business practices. Furthermore, the Business Competition Supervisory Commission needs to strengthen its role by developing more applicable technical guidelines and responsive oversight mechanisms. Furthermore, strengthening of business dispute resolution institutions is also necessary, including the development of efficient and credible specialized forums by adopting best practices from Singapore. Thus, legal reforms undertaken will not only be normative but also

implementative, thereby providing legal certainty, justice, and effective protection for all business actors in the maritime distribution ecosystem.

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