

Analisis tying agreement dan praktik monopoli pada kasus sektor pelabuhan tentang kewajiban penggunaan gantryluffing crane untuk kegiatan bongkar muat di pelabuhan tanjung priok studi putusan kppu nomor 12 kppu i 2014 = analysis of tying agreement and practice of monopoly in case port sector about obligations usage gantry luffing crane for loading and unloading activities at the port of tanjung priok study kppu s decision no 12 kppu i 2014

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Abstrak

[Skripsi ini membahas mengenai putusan Komisi Pengawas Persaingan Usaha tentang kewajiban penggunaan alat bongkar muat Gantry Luffing Crane. Dalam rangka meningkatkan efisiensi dan produktivitas bongkar muat di lingkungan Pelabuhan Tanjung Priok, Para terlapor yakni PT Pelabuhan Indonesia II dan PT Multi Terminal Indonesia mengeluarkan surat pemberitahuan pemakaian alat bongkar muat Gantry Luffing Crane secara bersama-sama di Dermaga 101, 101 utara, 102, 114 dan 115 bagi para pengguna jasa pelabuhan. Tindakan tersebut dirasa KPPU merupakan salah satu bentuk persaingan yang tidak sehat karena PT Pelabuhan Indonesia II dan PT Multi Terminal Indonesia dinilai telah melakukan tying agreement dan praktik monopoli yang merugikan pengguna jasa pelabuhan. Dalam memutus perkara ini, KPPU menjatuhkan hukuman kepada mereka dengan ketentuan pasal 15 ayat (2) Undang-Undang Nomor 5 Tahun 1999. Skripsi yang dibuat dengan metode yuridis normatif ini menyimpulkan bahwa KPPU tidak tepat dalam memutus bersalah para terlapor dengan ketentuan mengenai tying agreement dalam Undang-Undang Nomor 5 Tahun 1999, mengingat surat pemberitahuan bukanlah termasuk dalam pengertian perjanjian.;This thesis discusses about Decision of The Commission for The Supervision of Bussiness Competition (KPPU) about the obligation to use loading and unloading equipment, Gantry Luffing Crane.In order to improve the efficiency and productivity of loading and unloading in the Port of Tanjung Priok, The Parties, PT Pelabuhan Indonesia II and PT Mult Terminal Indonesia issued a letter of notification of the use of loading and unloading equipment Gantry Luffing Crane together at pier 101, 101 north, 102, 114 dan 115 for the users port services. According the Commision, this case one form of unfair bussiness competition because PT Pelabuhan Indonesia II and PT Multi Terminal Indonesia have done a tying agreement and monopoly practices that harm users port service. In deciding this case, the Commission condemned them with the provisions of Article 15 paragraph (2) of Law No. 5 of 1999. Thesis created with this normative juridical method concludes that the Commission was not appropriate in deciding the guilt of the reported with the provisions of the agreement tying in Law No. 5 of 1999,

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