ICLG

The International Comparative Legal Guide to:

Vertical Agreements and Dominant Firms 2018

2nd Edition

A practical cross-border insight into vertical agreements and dominant firms

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1 General

1.1 What authorities or agencies investigate and enforce the laws governing vertical agreements and dominant firm conduct?

The Indonesian Business Competition Supervision Commission (**KPPU**) has the authority to investigate and enforce the provisions governing vertical agreements and dominant firm conduct under Law No 5/1999 concerning the Prohibition of Monopolistic Practices and Unfair Business Competition (the Indonesian Competition Law or **ICL**). However, the KPPU's authority is limited to administrative investigation and enforcement. In case of criminal investigation and enforcement, the Police and Public Prosecutor's Office and Courts are the competent authorities.

1.2 What investigative powers do the responsible competition authorities have?

The ICL gives the KPPU a range of investigative powers, including the power to require business actors to provide evidence and for witnesses to be examined. However, if they refuse, the KPPU should ask for assistance from the Police to present reported parties or witnesses, or if they refuse to provide information, refer the case to the Police to initiate an investigation. Furthermore, the KPPU has not been given the authority to conduct search, interception, arrest or seizure. The KPPU has entered into a Memorandum of Understanding with the Police to enhance collaboration between the two authorities and create a standard operating procedure for the handling of competition cases.

1.3 Describe the steps in the process from the opening of an investigation to its resolution.

An investigation is opened following receipt of a report from a third party of a violation under the ICL or at the KPPU's own initiative. If the report is deemed complete, it can be filed and presented to the Plenary Meeting of Commissioners, which will decide whether the case should progress. If so, a Counsel of Commissioners will be established to conduct a preliminary investigation, which should be completed within 30 days. The Counsel of Commissioners should then decide whether to conduct a further investigation, which should be completed within 60 days. If needed, this period may be extended by another 30 days. Upon completion of the further investigation, the KPPU should decide within 30 days whether there is a violation of the ICL and if so, what administrative remedies are imposed. This decision should be announced in a public hearing and be conveyed to the relevant business actor. A business actor who has been imposed with a sanction may submit an objection against the decision of the KPPU to the District Court within 14 days after receiving notification of the decision. If no objection is submitted within 14 days, the business actor is required to implement the decision of the KPPU and submit a report of such implementation to the KPPU within 30 days after having received notification of the decision. Upon failure to do so, the KPPU shall send a copy of the decision to the Police, which can then initiate a criminal investigation, potentially leading to criminal remedies.

1.4 What remedies (e.g., fines, damages, injunctions, etc.) are available to enforcers?

The KPPU can impose administrative remedies in the form of, in case of vertical restraints or abuse of dominance, orders (a) annulling certain prohibited agreements, such as closed agreements, (b) to cease prohibited types of vertical integration, (c) to cease activities proven to have involved monopolistic practices or resulted in unfair business competition in the relevant market or other public harm, (d) to cease abuse of dominance, (e) to pay damages, and (f) to pay fines between IDR 1 billion and 25 billion. The KPPU cannot impose injunctions.

In addition, the District Court can impose criminal remedies. According to the ICL, a business actor can be fined between IDR 1 billion and IDR 100 billion, depending on the type of violation committed, and its director or directors may be imprisoned for up to six months in case the business actor fails to pay the fine.

Additional criminal remedies may be imposed in the form of a revocation of the business actor's business licence, a prohibition on the business actor, or its director or directors, to be a director or commissioner for a period between two and five years, and an order requiring the cessation of certain activities by the business actor that causes loss to another.

1.5 How are those remedies determined and/or calculated?

Administrative remedies are determined/calculated on the basis of KPPU Regulation No. 4/2009 on Guidelines to Administrative Sanctions under Article 47 of the ICL (the **Administrative Remedies Guidelines**).

1.6 Describe the process of negotiating commitments or other forms of voluntary resolution.

Pursuant to the Administrative Remedies Guidelines, after the alleged violation of the ICL has been proven, the relevant business actor may try to convince the KPPU that it will change its behaviour. If no other business actor has suffered losses, the KPPU may decide that the case is completed without the imposition of fines or an order for compensation.

1.7 Does the enforcer have to defend its claims in front of a legal tribunal or in other judicial proceedings? If so, what is the legal standard that applies to justify an enforcement action?

The KPPU does not have to defend its claims in front of a legal tribunal or in other judicial proceedings.

1.8 What is the appeals process?

As mentioned before, a business actor who has been imposed with a sanction may submit an objection against the decision of the KPPU to the District Court within 14 days after receiving notification of the decision. The District Court is required to issue a decision within 30 days of the commencement of the examination of the objection.

In case the business actor does not agree with the decision of the District Court, it may submit a cassation appeal to the Supreme Court within 14 days. The Supreme Court is required to issue a decision within 30 days of the receipt of the cassation appeal.

1.9 Are private rights of action available and, if so, how do they differ from government enforcement actions?

The ICL does not create a legal basis for private rights of action. However, a party that believes to have suffered loss as a result of a violation of the ICL may submit a report to the KPPU, setting out the alleged violation and loss. Based on this report, the KPPU may initiate an investigation, which may result in an administrative remedy in the form of an order to pay compensation. As far as we are aware, the KPPU has never imposed such an order. Furthermore, a party that believes to have suffered loss has a private right of action to submit a tort claim (Article 1365 of the Indonesian Civil Code). However, we are not aware of any Indonesian court ever awarding a tort claim for violation of the ICL.

1.10 Describe any immunities, exemptions, or safe harbors that apply.

Article 50 of the ICL lists a variety of actions and/or agreements and actors that are exempted from the prohibitions under the ICL, i.e. (a) actions and/or agreements which aim to implement prevailing laws and regulations, (b) agreements relating to intellectual property rights, (c) agreements stipulating technical standards of products and/or services which do not restrict and/or obstruct competition, (d) agency agreements which do not contain provisions relating to resupply of products and/or services at a lower price than the agreed price, (e) research cooperation agreements aimed at enhancing or improving the living standards of the public at large, (f) international agreements which have been ratified by the Government of the Republic of Indonesia, (g) agreements and/or actions relating to export which do not harm demand and/or supply on the domestic market, (h) small business actors, and (i) business activities of cooperatives which are aimed at benefitting their members.

1.11 Does enforcement vary between industries or businesses?

In recent years, the KPPU's enforcement priorities have been on the food commodities industry and other industries that are important to fulfil the Indonesian people's basic needs.

1.12 How do enforcers and courts take into consideration an industry's regulatory context when assessing competition concerns?

An industry's regulatory context is taken into consideration in several ways when assessing competition concerns, for instance when determining market shares and analysing the effects of certain agreements and/or behaviour. Industry specific regulations do not exempt business actors from the prohibitions under the ICL, unless actions and/or agreements aim to implement prevailing laws and regulations (see question 1.10).

1.13 Describe how your jurisdiction's political environment may or may not affect antitrust enforcement.

The KPPU is an independent body, belonging neither to the executive, legislative or judicial branch of government. However, we can see the KPPU sometimes responds to political calls to give scrutiny to certain industries, such as recently the food commodities industry.

1.14 What are the current enforcement trends and priorities in your jurisdiction?

Two months ago, new Commissioners were appointed to the KPPU. The new Commissioners have just announced their enforcement priorities, i.e. food commodities, education, healthcare, energy, telecommunication, logistics, banking & finance, and industries/businesses that are controlled by State Owned Enterprises.

1.15 Describe any notable case law developments in the past year.

In December 2017, the KPPU imposed fines amounting to IDR 20 billion on a producer of mineral water Aqua and its distributor, which were proven to have violated closed agreements and market control prohibitions under the ICL. The distributor tried to restrict retailers to sell the mineral water Le Minerale, produced by a competing business actor. The fined business actors have filed an appeal.

2 Vertical Agreements

2.1 At a high level, what is the level of concern over, and scrutiny given to, vertical agreements?

There is some concern over and scrutiny given to vertical agreements in the form of price discrimination (Article 6 ICL), RPM (Article 8 ICL), territorial division (Article 9 ICL, which can apply to horizontal and vertical agreements), vertical integration (Article 14 ICL), closed agreements, i.e. exclusive dealing, tying agreements

and special discounts (Article 15 ICL), and market control, i.e. impede other business actors from conducting the same business activities, hinder customers of business competitors from engaging in a business relationship with such business competitors, limitation of distribution, limit the distribution or sale of products and services, and discrimination (Article 19 ICL). The KPPU has decided to impose sanctions in several cases, of which decisions were often upheld by the courts. However, the KPPU is generally more focused on other violations of the ICL, such as bid rigging and price fixing.

2.2 What is the analysis to determine (a) whether there is an agreement, and (b) whether that agreement is vertical?

The ICL defines "agreement" as an action of one or more business actor(s) to commit itself/themselves to one or more other business actor(s) in any name, both in writing and not in writing. The ICL creates no framework to determine whether an agreement is vertical. However, KPPU Regulation No. 8/2011 concerning Guidelines in relation to Article 8 (RPM) refers to "an agreement [of a business actor] with another business actors" as an agreement of one business actor with another business actor that have a vertical relationship and are in a chain of production or distribution.

2.3 What are the laws governing vertical agreements?

The ICL is the law governing vertical agreements. The KPPU has also issued guidelines on several types of prohibited vertical restraints, including KPPU Regulation No. 5/2010 concerning Guidelines in relation to Article 14 (Vertical Integration), KPPU Regulation No. 3/2011 concerning Guidelines in relation to Article 19 D (Discriminative Practice), KPPU Regulation No. 5/2011 concerning Guidelines in relation to Article 15 (Closed Agreements), and KPPU Regulation No. 8/2011 concerning Guidelines in relation to Article 8 (RPM).

2.4 Are there any type of vertical agreements or restraints that are absolutely ("*per se*") protected?

Price discrimination and closed agreements are absolutely prohibited. However, in practice the KPPU will also apply a "rule of reason" approach and assess whether price discrimination and closed agreements result in unhealthy business competition.

2.5 What is the analytical framework for assessing vertical agreements?

In case of price discrimination and closed agreements, the KPPU will only need to establish that the agreement with prohibited provisions exists. However, as mentioned before, in practice the KPPU will take a "rule of reason" approach and assess the effects on business competition. In case of other types of prohibited vertical restraints, the KPPU will not only need to prove that the agreement with prohibited provisions exist or prohibited behaviour was conducted, but also assess the effects on business competition.

2.6 What is the analytical framework for defining a market in vertical agreement cases?

The KPPU defines a market in vertical agreement cases by distinguishing product and geographical markets. The product market is defined by looking at demand side substitution and supply side substitution, which can be measured through consumer preference analysis by using the parameters of price, character and use (function) of a product as proxies. In determining the geographical market, the KPPU considers factors that determine the availability of a product, including company policy, transportation cost, travel time, tariffs, and regulations that may restrict trade between certain regions. In practice, the KPPU concludes in most cases that the geographical market is on the national level. The geographical market for online business is always considered national.

2.7 How are vertical agreements analysed when one of the parties is vertically integrated into the same level as the other party (so called "dual distribution")? Are these treated as vertical or horizontal agreements?

The ICL does not address the issue of dual distribution and whether agreements are treated as vertical or horizontal agreements is determined on a case by case basis. However, if an agreement clearly relates to a production or distribution chain, it should be assumed to be a vertical agreement, even though the contracting parties are partially active on the same business level.

2.8 What is the role of market share in reviewing a vertical agreement?

Market share is relevant to establish whether a vertical agreement results in unhealthy business competition, in practice even in case of an agreement that is absolutely prohibited.

2.9 What is the role of economic analysis in assessing vertical agreements?

Economic analysis is relevant to establish whether a vertical agreement results in unhealthy business competition, in practice even in case of an agreement that is absolutely prohibited.

2.10 What is the role of efficiencies in analysing vertical agreements?

In its analysis of vertical agreements, the KPPU weighs the benefits of such agreements for consumers, which may result in the conclusion that the agreements are not prohibited.

2.11 Are there any special rules for vertical agreements relating to intellectual property and, if so, how does the analysis of such rules differ?

As mentioned before, intellectual property agreements are in principle exempted from the prohibitions under the ICL, provided that certain contains are met. For further details, please refer to KPPU Regulation No. 2/2009 concerning Guidelines for the Exemption of the Application of the ICL to Agreements relating to Intellectual Property Rights.

2.12 Does the enforcer have to demonstrate anticompetitive effects?

The KPPU has to demonstrate anticompetitive effects, except in case of price discrimination and closed agreements. However, as mentioned before, in practice the KPPU will take a "rule of reason" approach and assess, in case of price discrimination and closed agreements, the effects on business competition.

2.13 Will enforcers or legal tribunals weigh the harm against potential benefits or efficiencies?

As mentioned before, in its analysis of vertical agreements, the KPPU and the courts weigh the benefits of such agreements for consumers, which may result in the conclusion that the agreements are not prohibited.

2.14 What other defences are available to allegations that a vertical agreement is anticompetitive?

We believe no other defences are available.

2.15 Have the enforcement authorities issued any formal guidelines regarding vertical agreements?

Yes, see question 2.3.

2.16 How is resale price maintenance treated under the law?

A business actor is prohibited from entering into an agreement with another business actor which contains a condition that the recipient of products and/or services will not resell or re-supply the goods and/or service received, at a price lower than the price which has been agreed so that it can cause the occurrence of unfair business competition. Setting a maximum resale price or suggested resale price is in principle allowed under the ICL, although setting a specified resale price or minimum resale price is not.

2.17 How do enforcers and courts examine exclusive dealing claims?

A closed agreement, including exclusive dealing, is prohibited if (a) it substantially or potentially reduces the volume of trade, and (b) the closed agreement has been entered into by business actors that have market power (>10% market share) and the market power can increase due to the closed agreement. However, as mentioned before, in practice the KPPU and the courts will apply a "rule of reason" approach and examine whether closed agreements result in unhealthy business competition.

2.18 How do enforcers and courts examine tying/supplementary obligation claims?

A closed agreement, including tying/supplementary obligations, is prohibited if, in addition to the conditions as referred to in the answer to question 2.17 being met, (a) the tying products are different from the main product, and (b) the tying business actor has significant market power to force customers to purchase the tying products.

2.19 How do enforcers and courts examine price discrimination claims?

Price discrimination is absolutely prohibited under the ICL, but as mentioned before, in practice the KPPU and the courts will apply a "rule of reason" approach and examine whether price discrimination results in unhealthy business competition.

2.20 How do enforcers and courts examine loyalty discount claims?

Loyalty discount would be prohibited if it constitutes price discrimination. As mentioned before, price discrimination is absolutely prohibited, but in practice the KPPU and courts apply a "rule of reason" approach and examine whether price discrimination results in unhealthy business competition.

2.21 How do enforcers and courts examine multi-product or "bundled" discount claims?

The ICL prohibits multi-product or "bundled" discount if it ties a business actor to purchase other products and/or services from the supplying business actor. The KPPU and the courts must apply a "rule of reason" approach and examine if multi-product or "bundled" discount results in unhealthy business competition.

2.22 What other types of vertical restraints are prohibited by the applicable laws?

Other types of vertical restraints that are prohibited under the ICL are territorial division, vertical integration, and market control (other than discrimination), i.e. that impede other business actors from conducting the same business activities, hinder customers of business competitors from engaging in a business relationship with such business competitors, limit distribution, and limit the distribution or sale of products and services.

2.23 How are MFNs treated under the law?

The ICL does not explicitly deal with MFNs.

3 Dominant Firms

3.1 At a high level, what is the level of concern over, and scrutiny given to, unilateral conduct (e.g., abuse of dominance)?

There is some concern over and scrutiny given to abuse of dominance (Article 25 ICL). The KPPU has decided to impose sanctions in several cases, of which decisions were often upheld by the courts. However, the KPPU is generally more focused on other violations of the ICL, such as bid rigging and price fixing.

3.2 What are the laws governing dominant firms?

The ICL is the law governing dominant firms. The KPPU has also issued guidelines relating to abuse of dominance, i.e. KPPU Regulation No. 6/2010 concerning Abuse of Dominant Position (Article 25 ICL).

3.3 What is the analytical framework for defining a market in dominant firm cases?

See question 2.6.

3.4 What is the market share threshold for enforcers or a court to consider a firm as dominant or a monopolist?

A business actor is dominant if it has no substantial competitor in the relevant market or is in the strongest position of its competitors in the relevant market, as judged by its financial capacity, access to sales, and ability to adjust the supply or demand levels for a certain goods or service. In addition, it should control 50% or more of the market share of a certain type of products or services or two or three business actors control or a group of business actors controls 75% or more of the market share of a certain type of product or service.

3.5 In general, what are the consequences of being adjudged "dominant" or a "monopolist"? Is dominance or monopoly illegal *per se* (or subject to regulation), or are there specific types of conduct that are prohibited?

Dominance or monopoly is not illegal *per se* or subject to regulation.

3.6 What is the role of economic analysis in assessing market dominance?

Economic analysis should play no role in reviewing abuse of dominant position. However, in practice the KPPU will take a "rule of reason" approach and assess in case of abuse of dominant position the effects on business competition.

3.7 What is the role of market share in assessing market dominance?

See question 3.4.

3.8 What defences are available to allegations that a firm is abusing its dominance or market power?

We believe no defences are available to allegations that a firm is abusing its dominance or market power, other than contesting the evidence produced by the KPPU.

3.9 What is the role of efficiencies in analysing dominant firm behaviour?

There is no case of abuse of dominant position if this creates efficiencies, such as innovation, economies of scale, and economies of scope.

3.10 Do the governing laws apply to "collective" dominance?

As mentioned before, business actors can be dominant if two or three or a group of them controls 75% or more of the market share of a certain type of products or services.

3.11 How do the laws in your jurisdiction apply to dominant purchasers?

The ICL applies to dominant purchasers just as to other dominant business actors.

3.12 What counts as abuse of dominance or exclusionary or anticompetitive conduct?

A business actor abuses its dominant position if such position is directly or indirectly used to: (a) determine trade conditions with the objective to prevent and to obstruct the consumers from obtaining competitive products and/or services, both from the aspect of price and quality; (b) restrict market and technological development; or (c) obstruct other business actors who have the potential to become a competitor and enter the market concerned.

3.13 What is the role of intellectual property in analysing dominant firm behaviour?

Ownership of certain intellectual property can create a dominant position. The KPPU may assess whether such ownership and its use constitutes abuse of dominant position as prohibited under the ICL.

3.14 Do enforcers and/or legal tribunals consider "direct effects" evidence of market power?

"Direct effects" evidence of market power has been considered by the KPPU and the courts in several cases.

3.15 How is "platform dominance" assessed in your jurisdiction?

"Platform dominance" has so far not been assessed in Indonesia.

3.16 Under what circumstances are refusals to deal considered anticompetitive?

Refusals to deal are considered anticompetitive if they harm or can be surmised will harm another business actor or restrict the other business actor in selling or purchasing any products and/or services from the market concerned.

4 Miscellaneous

4.1 Please describe and comment on anything unique to your jurisdiction (or not covered above) with regards to vertical agreements and dominant firms.

Indonesia takes a unique approach to competition law generally, and vertical agreements and dominant firms in particular. The KPPU's limited authority in investigations is one example. The ICL creates "*per se*" prohibitions such as price discrimination and closed agreements, which in most other jurisdictions would be "rule of reason" prohibitions. It is likely that a "rule of reason" approach will apply to these prohibitions under the new Indonesian Competition Law, which is expected to be enacted later this year. The administrative fines are proposed to be increased, to be a percentage of the sales value generated. There are also discussions on the introduction of a leniency programme. Certain exemptions, such as the exemption for intellectual property agreements, will likely no longer apply. The KPPU's authority in investigations is expected to remain limited though.

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