Policy, Law, Notary and Regulatory Issues
https://ojs.transpublika.com/index.php/POLRI
Online ISSN 2809-896X

https://doi.org/10.55047/polri.v5i3.2323

Original Article

Potential Use of the Single Economic Entity (SEE) Doctrine in Assessing the Liability of PT Maruka Indonesia and PT Unique Solutions Indonesia

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Received : 20 June - 2026
Accepted : 07 August - 2026
Published online : 11 August - 2026

Abstract

The case of conspiracy to obtain company secrets belonging to PT Chiyoda Kogyo Indonesia committed by PT Maruka Indonesia, Hiroo Yoshida, and PT Unique Solutions Indonesia highlights an important issue because in the verdict, not all of the reported parties were found guilty of violations. The main focus of this study is to analyze the violation of Article 23 of Law Number 5 of 1999 by the Respondents and to determine the use of the Single Economic Entity (SEE) doctrine in assessing the connection and responsibility of the Respondents. The research was conducted using a case approach, a conceptual approach, and a legislative approach using sources of legislation, books, and journals. The results of the study show that the use of the SEE doctrine makes it possible for all respondents, and Maruka Corporation, to be held accountable as a single entity for violating Article 23 of Law Number 5 of 1999, mainly due to indications of integration of interests through the establishment of PT Unique Solutions Indonesia, Hiroo Yoshida's position as a strategic liaison, and the interconnection of corporate structures within the Maruka group. This study demonstrates how the SEE doctrine could expand corporate liability in Indonesian competition law enforcement, offering a framework to close accountability gaps left by strict adherence to separate legal entity principles.

Keywords: Business Competition Law, Corporate Confidentiality, Conspiracy, KPPU.

1. Introduction

Fair business competition is an important element in creating a fair, efficient, and fair business climate. Policies made by the government can provide equal opportunities in business activities and fair competition (Kusumayudha & Bustani, 2023). This is also related to the importance of the state in maintaining a balance between progress and national economic unity as promised in the 1945 Constitution. All of these things are carried out and realized by the government through business competition laws, as an effort to protect various fair business competition activities among business actors (Kusumayudha & Bustani, 2023). This principle is regulated in Law Number 5 of 1999 concerning Prohibition of Monopoly Practices and unfair Business Competition, and one of the forms of violation regulated in this law is collusion in obtaining company secrets as regulated in Article 23 of Law Number 5 of 1999: "Business actors are prohibited from colluding with other parties to obtain information about their competitors' business activities that are classified as company secrets company, thereby causing unfair business competition" (Paramitha & Wulandari, 2025).

Article 23 of Law Number 5 of 1999 prohibits business actors from colluding with other parties in order to obtain confidential company information or trade secrets of their competitors (Sudiarto, 2021). Trade secrets that are only legally protected to a certain extent are information that has economic value and is kept confidential through reasonable efforts, namely all actions that include a level of fairness, appropriateness, and decency that must be implemented (Lubis et al., 2017). One case that violates Article 23 of Law Number 5 of 1999 is the Decision of the Business Competition Supervisory Commission Number 08/KPPU-L/2024. This case involves PT Maruka Indonesia, Hiroo Yoshida (former Technical Director of PT Chiyoda Kogyo Indonesia), and PT Unique Solutions Indonesia. Based on the KPPU's investigation, the three parties are suspected of colluding to obtain confidential information about PT Chiyoda Kogyo Indonesia's company secrets, including customer data, machine designs, and other commercial information. PT Maruka Indonesia as PT Maruka Indonesia and Hiroo Yoshida as Hiroo Yoshida were found to have violated Article 23 of Law Number 5 of 1999, while PT Unique Solutions Indonesia as PT Unique Solutions Indonesia was not found to have committed any violation. The Commission Council found that PT Maruka Indonesia and Hiroo Yoshida had conspired to obtain company secrets belonging to PT Chiyoda Kogyo Indonesia by poaching employees, exploiting protected internal information, and using customer data and machine designs for their business interests. For these violations, the Commission imposed an administrative sanction in the form of a fine on PT Maruka Indonesia amounting to IDR 3,000,000,000.00 (three billion rupiah), which must be paid to the state treasury. In addition, the Commission Council also stipulated provisions regarding the payment of fines, including the obligation to deposit a bank guarantee of 20% of the total fine if an objection is filed in court, as well as an additional late payment penalty of 2% per month if the obligation is not immediately fulfilled.

The Rule of Reason and the SEE doctrine offer contrasting starting points for assessing liability in cases like this: the former asks whether a party's conduct, viewed on its own economic merits, actually harms competition, while the latter asks whether legally separate entities are, in economic substance, a single actor whose conduct and liability should be assessed collectively. This distinction matters because the two approaches can point to different outcomes for the same set of facts, as this case illustrates. In this ruling, KPPU applied the Rule of Reason approach to handle this collusion case, which resulted in a ruling that was considered unfair. In its ruling, KPPU assessed that one of the reported parties, Hiroo Yoshida, was not subject to administrative sanctions because he was not personally a market participant. Hiroo did not offer products/services on his own behalf, but through a business entity. From the Rule of Reason perspective, it was the business entity of PT Maruka Indonesia that damaged the market structure because they controlled customers, received orders, and made profits. However, what if this case is viewed through the Single Economic Entity doctrine? The Single Economic Entity doctrine (hereinafter referred to as the SEE doctrine) is a concept that views the relationship between a parent company and its controlled subsidiaries as a single economic entity (Anggraini, 2021).

In this case, the relationship between PT Maruka Indonesia, PT Unique Solutions Indonesia, and Maruka Corporation Japan raises the question of whether the SEE doctrine can be applied, given that PT Unique Solutions Indonesia was established by PT Maruka Indonesia and Maruka Corporation Japan, with Hiroo Yoshida as its leader. The application of the Rule of Reason can reveal the extent to which the Respondents' actions hinder business competition, but the SEE doctrine can be used to evaluate whether the Respondents' actions are part of the internal strategy of the corporate group or are indeed a collusion that violates the law. This study aims to analyze the legal use of the SEE doctrine in the case of PT Chiyoda Kogyo Indonesia, in order to provide a deeper understanding of the effectiveness and relevance of using the SEE doctrine in enforcing business competition law in Indonesia. The use of the SEE doctrine is important because it can reveal the extent to which each doctrine can provide effective protection for company secrets and uphold the principle of fair competition. A study of the possibility of using the SEE doctrine in this case is important to assess whether the enforcement mechanism for business competition law in Indonesia is optimal, both in terms of substance and procedure. This research also has practical significance, given the increasing number of collusion cases involving trade secrets in an era of globalization and intense industrial competition. By examining this case, this research is expected to contribute to the development of competition law in Indonesia, particularly in formulating clearer guidelines regarding the use of the SEE doctrine in similar cases in the future.

2. Literature Review

2.1. Competition Law and Business Conspiracy under Indonesian Law

Competition law includes regulations that aim to promote or maintain market competition by regulating behavior that hinders competition (Dewi et al., 2024). Fair competition that is maintained will result in the creation of business effectiveness and efficiency, which will ultimately benefit consumers and the companies that implement it (Kagramanto et al., 2023). Competition law often states that the competition process is more important than protecting business actors (Adriaman et al., 2024). However, modern competition law has traditionally developed to promote and maintain competition in markets that are primarily within the borders of countries. Domestic competition law generally does not address activities outside the borders unless they have a significant impact within the country (Taylor, 2006). Law No. 5 of 1999 states that one of the objectives of this law is to ensure legal certainty and equal business opportunities for large, medium, and small business actors through fair competition regulations in order to achieve economic efficiency and public welfare (Sidauruk, 2021).

The definition of business conspiracy is regulated in Article 1 point 8 of Law Number 5 of 1999, "a form of cooperation carried out by business actors with other business actors with the intention of controlling the relevant market for the benefit of the conspiring business actors". From this provision, it is clear that the key aspect of collusion under Article 23 of Law Number 5 of 1999 involves collaboration between business entities and other parties in a way that breaks the law to gain confidential information from competitors. The intent behind such collusion goes beyond making a profit; it also aims to disrupt the market by giving one party an unfair advantage through access to another's trade secrets. This behaviour goes against the principle of fair competition, which forms the foundation of Indonesia's market economy system as outlined in Articles 2 and 3 of Law Number 5 of 1999. If found guilty, business entities may face administrative penalties as outlined in Article 47 paragraph (2) of Law Number 5 of 1999. These penalties can include orders to stop operating, revocation of agreements, payment of compensation, or fines up to IDR 25,000,000,000.00. Moreover, violations of Article 23 of Law No. 5 of 1999 may result in criminal charges under Article 48(2) of the same law, involving fines starting from IDR 5,000,000,000.00 up to IDR 25,000,000,000.00, or imprisonment for up to five months as an alternative to fines.

2.2. Trade Secrets and Corporate Confidentiality

Article 23 of Law Number 5 of 1999 prohibits business actors from collaborating with other parties to obtain company secrets or trade secrets from competitors (Sudiarto, 2021). As is well known in the universally accepted principles of business law, company secrets are the property of the company and may not be stolen, disclosed, or used by other parties without the permission of the company concerned (Fuady, 1999). Trade secret is information about business activities that has never been disclosed by its owner to anyone, except to those who are directly involved in the business activities and have been given permission to know it (Fuady, 1999). It is understandable that not all business activity information can be classified as a company secret, and it can be concluded that only confidential business activity information (that has economic value) is classified as a company secret (Fuady, 1999). The prohibition on collaborating to steal company secrets in Article 23 of Law Number 5 of 1999 emphasizes the company secrets themselves. This means that if it is proven that company secrets have been stolen through cooperation between parties, the prohibition in the article can be applied, as it is considered to be unfair competition under the law, without the need to prove the existence of such unfair competition (Fuady, 1999).

Article 1 Number 1 in conjunction with Article 3 Paragraph (1) of Law Number 30 of 2000 stipulates several elements that must be met in order for something to be protected as a Trade Secret, namely: 1) the existence of information; 2) the information has commercial value due to its secrecy; 3) sufficient measures have been taken by the party that legally controls the information to maintain its confidentiality (Jened, 2010). It is stated that in Article 2 of Law Number 30 of 2000, the scope of protection for trade secrets includes production methods, processing methods, sales methods, or other information in the field of technology and/or business that has economic value and is not yet known to the general public (Lubis et al., 2017). Trade secrets must not be made public because they have technological and economic value that is useful in business activities (Kusumawati, 2005). Company secrets have economic value and are considered the same as trade secrets, and company secrets that do not have economic value must be protected by law. The confidentiality of this commercial information needs to be protected because it morally rewards the party who discovered it and materially provides incentives (Ramadhan et al., 2023).

In practice, the obligation to keep information confidential arises because of a legal relationship between one party and another. One relationship that often gives rise to an obligation to maintain confidentiality is that between an employer and an employee, because most cases involving trade secrets involve an employee who uses information obtained from their employer's company, either during their employment or after their employment has ended (Lindsey et al., 2006). The focus in this context is the classification of information related to the company's business activities that is kept confidential as corporate confidentiality. In this case, corporate confidentiality is considered part of trade secrets.

2.3. Comparative Perspectives: The SEE Doctrine in EU and US Competition Law

The doctrinal grounding for treating a parent company and its subsidiaries as a single liable unit is considerably more developed outside Indonesia, particularly in EU competition law, where the "undertaking" concept under Articles 101 and 102 of the Treaty on the Functioning of the European Union has long been interpreted to capture economically integrated corporate groups regardless of formal legal separation (Jones & Sufrin, 2014). Under this approach, a parent company can be held jointly and severally liable for a subsidiary's anticompetitive conduct where it exercises decisive influence over the subsidiary's commercial policy, a standard the European Court of Justice has applied with a rebuttable presumption of control wherever ownership is at or near 100% (Jones & Sufrin, 2014). US antitrust law reaches a similar result through a narrower doctrinal route: the intra-enterprise conspiracy doctrine and the "single entity" reasoning recognize that wholly or majority-owned corporate affiliates pursuing a unified business strategy are incapable of conspiring with one another in the antitrust sense, which functionally treats the corporate group as one actor for liability purposes. Compared to these frameworks, Indonesian competition law's treatment of the SEE doctrine remains comparatively underdeveloped: it has been applied by the KPPU only on a case-by-case basis without express statutory footing, leaving its scope, evidentiary threshold, and relationship to the statutory definition of "business actor" under Article 1(5) of Law Number 5 of 1999 considerably less settled than its EU and US counterparts.

3. Methods

The type of research that will be used to analyze the use of the SEE doctrine is Doctrinal Research. Doctrinal Research Legal research doctrinal research is research that aims to provide a systematic exposition of the legal rules governing a particular field of law, analyze the relationship between legal rules, explain the difficult-to-understand parts of a legal rule, and may also include predictions of the future development of a particular legal rule (Marzuki, 2005). In this legal research, there are several approaches that will provide researchers with information about the issues being explored. The approaches used in this research are case approach, conceptual approach, and statute approach. The activities carried out in the analysis of legal research data are to analyze the qualitative descriptive data that has been obtained and then discuss, examine, and group it into certain parts to be processed into information data. The results of the analysis of legal materials in this study will be compiled by presenting the legal facts related to the use of the SEE doctrine. The data that has been collected will then be managed systematically for further qualitative analysis to achieve clarity regarding the issues to be discussed.

Specifically, the case approach was applied by examining the ratio decidendi of KPPU Decision Number 08/KPPU-L/2024 alongside the two prior Indonesian decisions in which the SEE doctrine was invoked, Temasek (Decision Number 07/KPPU-L/2007) and Astro (Decision Number 03/KPPU-L/2008), to identify the factual and structural criteria (ownership share, managerial control, economic benefit) the Commission Council has treated as indicative of a single economic entity. The conceptual approach was used to trace the SEE doctrine's theoretical elements, drawing on EU and US competition law literature, and to map these elements onto the corporate relationships among Maruka Corporation Japan, PT Maruka Indonesia, and PT Unique Solutions Indonesia. The statute approach involved a provision-by-provision reading of Article 23 and Article 1 points 5, 6, and 8 of Law Number 5 of 1999, together with Law Number 30 of 2000 on Trade Secrets, to establish the elements each provision requires and to test whether those elements are satisfied when the three Respondents are assessed individually versus as a single entity under the SEE doctrine.

4. Results and Discussion

4.1. Analysis of KPPU Decision Number 08/KPPU-L/2024

The ratio decidendi of KPPU Decision Number 08/KPPU-L/2024 lies in the use of Article 23 of Law Number 5 of 1999, which prohibits business actors from colluding with other business actors or related parties to obtain information on competitors' business activities that are classified as corporate secrets, thereby causing unfair business competition. In this case, the complainant alleged that PT Maruka Indonesia, and Hiroo Yoshida, conspired to acquire and use the trade secrets of PT Chiyoda Kogyo Indonesia in a way that was unfair and illegal. Following this report, the Commission Secretariat carried out an investigation and created a case file. After that, the Commission determined that the report was suitable to move forward to the preliminary examination stage. By Commission Decree Number 12/KPPU/Pen/V/2024, dated May 13, 2024, a Commission Council was established, which started the preliminary examination on July 22, 2024, with the purpose of presenting the Alleged Violation Report. The examination process continued through the advanced examination stage and the Commission Council's deliberations in February 2025. Based on all the evidence, witness testimony, and responses from the involved parties, the Commission concluded that there was enough proof to take a decision regarding the alleged violation of Article 23 of Law Number 5 of 1999.

In its legal analysis, the Commission stated that the main issue in this case involved the collaboration between PT Maruka Indonesia and Hiroo Yoshida to acquire confidential technical and business data from PT Chiyoda Kogyo Indonesia. This was carried out in a dishonest manner and went against applicable laws and regulations. The actions involved obtaining and utilizing data and information related to the Reporter's operations, including machine specifications and customer lists, which were protected under confidentiality agreements. These actions are considered a violation of good faith and the obligation to maintain company confidentiality as agreed in the Non-Disclosure Agreement (NDA). In this case, based on the Statement of Company Confidentiality dated March 26, 2015, signed by Hiroo Yoshida, Chiyoda has established a legal obligation for each of its employees not to disclose, use, or utilize confidential company information either during their employment or after resigning. This shows that PT Chiyoda Kogyo Indonesia has in fact made reasonable and appropriate efforts as referred to in Article 3 of Law Number 30 of 2000 to maintain the confidentiality of its business information.

In addition, it was discovered that Hiroo Yoshida had encouraged several current and former employees, primarily from the production team at PT Chiyoda Kogyo Indonesia, to move and work at PT Unique Solutions Indonesia. This was supported by the testimonies of witnesses from the Reporter, who stated that Hiroo Yoshida actively invited key technical staff to leave the Reporter with the intention of helping to establish and strengthen PT Unique Solutions Indonesia's position in the special purpose machine industry. Based on the testimony of Andrizal, Vice President Director of the Reporter, since 2015 PT Chiyoda Kogyo Indonesia has bound all its employees with a confidentiality agreement that serves to protect the technology, design, and specifications of the consumer's machines. Other witnesses, such as Iswandi Tanjung, Asep Nurdianto, and Sukadi, also confirmed that every employee was required to sign an NDA prohibiting them from disclosing company data, customer lists, and machine manufacturing videos to third parties. Based on this evidence and testimony, the Panel also noted that the NDA was a back-to-back27 ship between the Reporter and its customers, so that any violation of the employee NDA automatically harmed the customer and posed a reputational and financial risk to the Reporter. The Council concluded that the violation committed by Hiroo Yoshida against the confidentiality agreement constitutes an act of unlawful interference with business relations as referred to in Article 23 of Law Number 5 of 1999.

The elements of the violation of Article 23 of Law Number 5 of 1999 can be described as follows: The business entity referred to in this case is PT Maruka Indonesia, which is a legal entity. The element of “business entity” is fulfilled because PT Maruka Indonesia is a business entity as referred to in Article 1 point 5 of Law Number 5 of 1999. In the case in question, the Respondents have collaborated in a series of actions and/or deeds, directly or indirectly, to control the market owned by PT Chiyoda Kogyo Indonesia for the benefit of the Respondents. The element of “collusion” is fulfilled because the series of collusive actions was motivated by

PT Maruka Indonesia's dependence on PT Chiyoda Kogyo Indonesia, as described in the section on Facts and Analysis of the Trial.

The element of causing unfair business competition as regulated in Article 1 point 6 of Law Number 5 of 1999 has been proven to be fulfilled. The actions of Hiroo Yoshida, who previously worked at PT Chiyoda Kogyo Indonesia but then used the information obtained during his employment for the benefit of PT Maruka Indonesia's joint venture, were declared to be a form of dishonesty. The use of the Reporter's confidential data and information to obtain new projects without permission constitutes a violation of the principle of good faith and an abuse of the employment relationship. The Panel also considered evidence of communication and coordination between PT Maruka Indonesia and Hiroo Yoshida in order to access the Reporter's internal information, which indicates a clear form of collusion. The element of "unlawfulness" was fulfilled because these actions violated the employment agreement and NDA, which prohibited the disclosure of internal data to outside parties. Therefore, the Council concluded that the Respondents were proven to have colluded to obtain company secrets dishonestly, unlawfully, and in a manner that hindered business competition.

In its analysis, the Commission Panel also explained that the result of this collusion was a reduction in the competitiveness of PT Chiyoda Kogyo Indonesia. This was because the confidential information obtained and utilized by the Respondents was used to take customers who were previously clients of the Reporter. The Respondents' actions resulted in the transfer of orders from the Complainant's old customers to other companies associated with the Respondents. This condition fulfills the element of "obstructing business competition" as referred to in Article 1 paragraph 6 of Law Number 5 of 1999. The Panel emphasized that the actions of the Respondents resulted in unfair competitive advantages for themselves and harmed the Reporter's position in the specialized machinery industry market. Thus, all elements constituting unfair business competition under Article 1(6) of Law No. 5 of 1999 were found to be validly and convincingly fulfilled against PT Maruka Indonesia and Hiroo Yoshida.

Based on legal considerations and evidence, the Commission Panel ruled that PT Maruka Indonesia and Hiroo Yoshida were found guilty of violating Article 23 of Law Number 5 of 1999, while PT Unique Solutions, PT Unique Solutions Indonesia, was not found to be directly involved in the conspiracy. The Commission imposed an administrative fine of IDR 3,000,000,000.00 (three billion rupiah) on PT Maruka Indonesia, payable to the state treasury through receipt code 425812, and imposed a bank guarantee obligation of 20% of the fine amount in the event of an appeal. The Claimant's claim for damages was rejected because it was not proven and could not be calculated with certainty. Thus, the ratio decidendi of Decision Number 08/KPPU-L/2024 is based on the fulfillment of the elements of Article 23 of Law Number 5 of 1999 through the violation of a non-disclosure agreement (NDA), inciting workers, and the use of company secrets for business interests that disrupted fair competition in the specialized machinery industry market.

The Commission explained that the imposition of administrative sanctions based on Article 47 paragraph (2) of Law Number 5 of 1999 in conjunction with Article 6 of Government Regulation Number 44 of 2021 can only be imposed on entities that have legal status as business actors. In this case, PT Maruka Indonesia is a legal entity in the form of a limited liability company that operates business activities in Indonesia and was directly involved in the violation, thereby meeting the criteria of a business entity as outlined in Article 47(2). On the other hand, Hiroo Yoshida, although initiated the violation by using confidential information from a previous employer for the benefit of the joint business with PT Maruka Indonesia, cannot be subjected to administrative sanctions. This is because Hiroo Yoshida does not qualify as a business entity or business operator under the applicable legal framework. This determination is based on Article 1 point 5 of Law Number 5 of 1999, which clearly defines business actors as "individuals or business entities, whether legal or non-legal entities, established and domiciled, or conducting activities within the jurisdiction of the Republic of Indonesia". Since Hiroo Yoshida acted as an individual and not as a business entity, he does not fall under the scope of administrative sanctions as provided by the law.

In addition, another consideration that formed the basis for the Commission's decision not to impose administrative sanctions on Hiroo Yoshida and PT Unique Solutions was the difference in their roles and the level of evidence of their involvement in the conspiracy. The Commission determined that Hiroo Yoshida acted as the one who started the misuse of the Reporter's confidential company information. However, his actions were done personally, not through a company. On the other hand, even though PT Unique Solutions was set up by Hiroo Yoshida and had connections with PT Maruka Indonesia, there was no proof that it actually engaged in actions that led to unfair business competition. The presence of PT Unique Solutions was seen as adding more participants in the same market, which does not necessarily mean the competition area became smaller. For these reasons, the Commission Panel concluded that the requirements for violating Article 23 of Law Number 5 of 1999 were not met by PT Unique Solutions.

Thus, the Commission Council's decision to only impose administrative sanctions on PT Maruka Indonesia reflects the application of the principle of accountability in competition law. PT Maruka Indonesia, as a business actor who benefited economically from the violation, is obliged to take responsibility for actions that hinder competition and harm the complainant. Meanwhile, although Hiroo Yoshida was proven to have colluded and initiated the violation, positive law provisions do not allow the imposition of administrative sanctions on individuals who do not have the status of business actors. Meanwhile, PT Unique Solutions was not proven to have fulfilled the elements of violation because his existence did not cause direct harm to competition in the market. Therefore, the Commission Panel only punished PT Maruka Indonesia with a fine of IDR 3,000,000,000.00 as a form of legal accountability, as well as a lesson for other business actors not to take advantage of business relationships and confidential information in an unlawful manner in business competition activities in Indonesia.

Yet this entity-by-entity approach to liability, resting as it does on the formal status of each Respondent under Article 1(5), leaves an unresolved gap: it excuses Hiroo Yoshida because he acted as an individual rather than a business entity, and it excuses PT Unique Solutions because no direct participation in the conspiracy was proven, even though both were structurally and financially bound to PT Maruka Indonesia and Maruka Corporation Japan. Assessed strictly on separate legal personality, this outcome is defensible; assessed on economic substance, it is harder to justify, since the same corporate group that benefited from Hiroo Yoshida's actions and from PT Unique Solutions' market entry bears no collective responsibility for either. It is this gap between formal legal separation and economic reality that the Single Economic Entity doctrine is designed to address, and which the following section examines.

4.2. The Single Economic Entity (SEE) Doctrine in Competition Law

The Single Economic Entity or SEE doctrine is a doctrine that considers the relationship between a parent company and its controlled subsidiaries as a single economic entity, resulting in both being considered as a single business entity (Anggraini, 2021). This approach views subsidiaries as lacking the independence to determine the direction of company policy as a single economic entity (Jones & Sufrin, 2014). This doctrine can make competition law extraterritorial in nature because business entities (parent or subsidiary companies) can be held liable for actions taken by other business entities (parent or subsidiary companies) within a single economic entity, even if the former business entity operates outside the jurisdiction of a country's competition law (Jones & Sufrin, 2014). The application of this doctrine broadens the scope of competition law liability across different regions and enhances the responsibility of parent companies for the actions taken by their subsidiaries. As a result, the SEE doctrine positively influences the enforcement of competition law by promoting adherence to regulations, improving the efficiency of oversight, and reinforcing the prevention of illegal activities through greater accountability and a higher likelihood of penalties.

In Indonesia, to date, there has been two cases in which the Business Competition Supervisory Commission applied extraterritorial jurisdiction using the SEE doctrine, which was then approved by the Commission Council. These cases are the Temasek case with Decision Number 07/KPPU-L/2007 and the Astro case with Decision Number 03/KPPU-L/2008. In the case of Temasek, the Commission Council stated that the Temasek Business Group, which consists of companies established outside Indonesian jurisdiction, was deemed to be conducting indirect business activities in Indonesia through cross ownership in Telkomsel and Indosat. This has an impact on market control, which is prohibited by Article 27 letter a of Law Number 5 of 1999. This market control is not only based on share ownership, but is also evidenced by the Temasek Group's influence or control over Telkomsel and Indosat. The Temasek Group, which consists of nine companies or business entities, is considered a single entity based on the SEE Doctrine, because the parent company has control over its subsidiaries in a hierarchical manner (Dirwansyah, 2025). Temasek's cross-ownership in Telkomsel and Indosat means that the two mobile operators are considered a single entity in the relevant market. The single economic entity doctrine in this case is evidenced by the control exercised by Temasek Holdings over its subsidiaries.

In the Astro v. KPPU case, the commission applied the SEE Doctrine to bring the foreign company, Astro Group, under its jurisdiction and fulfill the definition of a business actor in accordance with Article 1 paragraph 5 of Law Number 5 of 1999. Astro Group is considered an economic entity with the domestic company, PT Direct Vision (PTDV) (Dirwansyah, 2025). Based on the results of the investigation, even though there was no economic relationship through share ownership by Astro Group in PTDV, there were joint venture or cooperation activities between the two companies. Furthermore, through this cooperation, Astro Group had control over PTDV's business operations, as evidenced by the placement of one person on the board of directors of PTDV. In the Astro case, KPPU took action against the Malaysia-based Astro group by applying the SEE doctrine (Dirwansyah, 2025).

However, legitimately, the SEE doctrine is not actually regulated in detail in Indonesian legislation. The absence of this legal basis is supported by Hikmahanto's opinion, which explains that the SEE doctrine is not recognized in Indonesian law. The SEE doctrine is indeed not regulated in law. The same opinion was also expressed in the dissenting opinion by Benny Pasaribu, who argued that the definition of Business Actor is clear as stipulated in Article 1 point 5 of Law Number 5 of 1999, so there is no legal basis for using the terms Business Group or ultimate parent. Therefore, in accordance with applicable positive law, what is applied is the principle of separate legal entity of a legal entity. The Supreme Court approved the use of Single Economic Entity or SEE as applied by KPPU. This decision makes the concept of a single economic entity a legal basis that can be considered, although it is not binding for subsequent judges of the Supreme Court of Indonesia.

Based on the legal details provided in Chapter II, the KPPU Decision Number 08/KPPU-L/2024 was issued in response to claims that Hiroo Yoshida participated in collusive behavior to acquire confidential information from PT Chiyoda Kogyo Indonesia. As a former Technical

Director of the company, Hiroo Yoshida had access to sensitive data, including customer details, technical project details, bidding tactics, and other business-related information that was protected under a Non-Disclosure Agreement (NDA). The trial confirmed that after leaving the company at the end of 2019, Hiroo Yoshida used Chiyoda's confidential information and data to support a competitor's new project. This act is considered a breach of trade secrets because the information was confidential, had economic value, and was safeguarded by PT Chiyoda Kogyo Indonesia. The breach of the NDA by Hiroo Yoshida indicates a failure to uphold his legal responsibility to protect company secrets, as outlined in the agreement, and violates the principles of trade secret protection outlined in Law Number 30 of 2000.

In its decision, the Commission Council stated that PT Maruka Indonesia and Hiroo Yoshida were proven to have violated Article 23 of Law Number 5 of 1999 because they were proven to have collaborated to obtain company secrets unlawfully and used them in business activities. The use of these trade secrets was deemed to have reduced the competitiveness of PT Chiyoda Kogyo Indonesia as the rightful owner of the information, thereby creating unfair business competition. However, the Commission Panel only imposed administrative sanctions on PT Maruka Indonesia on the grounds that only PT Maruka Indonesia fulfilled the elements of a business actor as referred to in Article 1 (5) of Law Number 5 of 1999. On the other hand, PT Unique Solutions Indonesia was found not guilty of violating Article 23 of Law Number 5 of 1999 even though it had a close ownership and managerial relationship with PT Maruka Indonesia and Maruka Corporation Japan as the parent company of PT Maruka Indonesia. When examined from the series of facts, PT Unique Solutions was not merely a passive vehicle, but an entity that actively employed key former employees of PT Chiyoda, utilized technical information originating from the working environment of PT Chiyoda, and enjoyed direct benefits from projects that were previously part of PT Chiyoda's portfolio (Christina et al., 2025).

This ruling opens up a broader scope for analysis, particularly when the case is examined through the perspective of the Single Economic Entity (SEE) doctrine, to assess whether the separation of legal liability between these entities reflects the actual economic reality. The use of the SEE doctrine in the PT Chiyoda Kogyo Indonesia case can be applied due to the close structural, ownership, and control relationships between the defendants. The legal facts show that PT Maruka Indonesia is a subsidiary of Maruka Corporation Japan, which holds a majority stake of 100%. Furthermore, PT Unique Solutions Indonesia was jointly established by PT Maruka Indonesia and Maruka Corporation Japan, with Hiroo Yoshida as President Director, who previously also served as Technical Director at PT Chiyoda Kogyo Indonesia.

The relationship between Maruka Corporation Japan, PT Maruka Indonesia, and PT Unique Solutions Indonesia illustrates the key features of a single economic entity. The Single Entity Exception (SEE) doctrine focuses on whether these entities function as one integrated economic unit, rather than just looking at their legal separation. This is determined by factors such as ownership, control, and shared business strategies. The interconnected ownership, common management, and aligned business goals among these three entities show a high level of economic integration and effective control, as described in the SEE concept. From an economic perspective, these three entities can be considered as one unified business unit operating with coordinated strategies, even though they are distinct legal entities.

In this case, when examined through the lens of the SEE doctrine, the relationship between Maruka Corporation Japan, PT Maruka Indonesia, and PT Unique Solutions Indonesia shows a unity of economic policy and decision-making that is hierarchical and interdependent. In fact, the ruling shows that PT Maruka Indonesia (Reported Party I) is a wholly-owned subsidiary of Maruka Corporation Japan, which is generally considered to be a form of full control in competition law practice. Meanwhile, PT Unique Solutions Indonesia was established by Maruka Corporation and PT Maruka Indonesia with a share composition of 89% and 11%, respectively, and its management is directly appointed by the business group. This absolute majority shareholding gives the parent company the authority to determine the direction of business policy and business strategy.

In the series of collusion in the Chiyoda case, Hiroo Yoshida, who is the former Technical Director of PT Chiyoda Kogyo Indonesia, leaked confidential company information protected by an NDA, including customer data, business strategies, and technical designs, which were then used by PT Maruka Indonesia and PT Unique Solutions Indonesia to win projects previously controlled by PT Chiyoda Kogyo Indonesia. The Commission Council assessed that this action reduced the competitiveness of the information owner, thereby fulfilling the elements of Article 23 of Law Number 5 of 1999. Article 4 of the Trade Secrets Law regulates the authority or rights of trade secret owners over their trade secrets. PT Chiyoda, as the owner of trade secrets, has the monopoly right to use its trade secrets for business activities to obtain economic benefits (Nugroho, 2014). Therefore, the disclosure of confidential company information that causes losses is considered an unlawful act.

If the three entities are viewed as a single economic entity, then any action taken by one entity in order to obtain business profits must be understood as an action that benefits the entire business group. In this case, the use of confidential information cannot be viewed as an individual act by Hiroo Yoshida or solely as an act by PT Maruka Indonesia, but rather as part of the business strategy of the Maruka business group. The information obtained unlawfully was used to win projects, expand market control, and improve the overall competitive position of the business group. Thus, the SEE doctrine can be applied in this case by identifying that all reported entities (except Hiroo Yoshida as an individual) are part of the same economic entity. Under this doctrine, a parent company can be held liable for violations committed by its subsidiaries if it is proven that the parent company had control over and benefited economically from the violations. In the Chiyoda case, Japan's Maruka Corporation, as the parent company, was in a position where it not only exercised structural control but also benefited economically from the conspiracy to obtain company secrets, as the information was used by entities within the Maruka group to win projects in the Indonesian market.

The KPPU has the potential to impose collective sanctions on all entities within the Maruka group, including the parent company, Maruka Corporation Japan, as the parent of PT Maruka Indonesia, which can be held legally liable for violating Article 23 of Law Number 5 of 1999 because it has been proven to have control and economic interests in the actions of its subsidiaries. This relationship is not merely a formality of position, but rather takes the form of active actions that facilitate the flow of information and experts from PT Chiyoda to PT Maruka Indonesia and PT Unique Solutions. The status of PT Unique Solutions itself reinforces this network of connections because its shares are owned by Maruka Corporation and PT Maruka Indonesia, and in the business practice of PT Unique Solutions took over projects previously carried out by PT Chiyoda by utilizing newly recruited human resources and technical knowledge sourced from the working environment of PT Chiyoda (Christina et al., 2025).

The idea of applying collective responsibility under the SEE doctrine comes from the fact that legal separation of entities is often used to limit liability, even though economically, decisions and policies are made from a single center of control. If the KPPU only punishes one subsidiary without taking into account the role of the parent company, then the goal of enforcing competition law-creating fair and fair competition-may not be fully achieved. The parent company could still benefit economically from the violation without facing the legal consequences. By recognizing Japan's Maruka Corporation, PT Maruka Indonesia, and PT Unique Solutions Indonesia as a single economic entity, liability for violating Article 23 of Law Number 5 of 1999 can be applied equally across all entities. This equal responsibility does not mean ignoring the individual roles of each entity, but rather treating them as part of a single business group under competition law, all collectively responsible for the collusion that took place. In this context, administrative sanctions, fines, and orders to correct the behavior can be applied not only to local subsidiaries but also to foreign parent companies that maintain economic control.

5. Conclusion

The conspiracy to obtain the confidential information of PT Chiyoda Kogyo Indonesia was proven to fulfill the elements of Article 23 of Law Number 5 of 1999 because there were actions carried out dishonestly and unlawfully by parties working together to obtain and use confidential company information protected by a Non-Disclosure Agreement (NDA). The use of this information, accompanied by actions to incite employees to move to a competitor company, has changed the structure of competition and provided unfair advantages to the Reported Parties and caused losses to PT Chiyoda Kogyo Indonesia. The KPPU Commission Council in Decision Number 08/KPPU-L/2024 emphasized that the consequences of these actions were a disruption to fair business competition, resulting in the PT Maruka Indonesia being imposed with administrative sanctions in the form of fines.

The use of the Single Economic Entity (SEE) doctrine shows that the relationship between companies within a business group structure can influence the assessment of the interconnection and liability of the parties in a business competition case. If the SEE doctrine is used in this decision, it is possible that PT Maruka Indonesia, Hiroo Yoshida, and Maruka Corporation could be held liable for violating Article 23 of Law Number 5 of 1999, especially given the indications of integration and interconnection within the corporate structure of the Maruka group. Thus, the potential use of the SEE doctrine in this case demonstrates the importance of broadening perspectives in mapping inter-company relationships to reflect a more accurate economic reality in the enforcement of competition law. For KPPU enforcement, this points to the need for clearer, codified criteria for applying the SEE doctrine, rather than the current ad hoc, case-by-case practice, so that parent companies and affiliated entities cannot rely on legal separation to avoid collective accountability in future collusion cases.

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