

**AMICUS CURIAE
(FRIEND OF THE COURT)**

SUPREME COURT OF THE REPUBLIC OF INDONESIA

**IN CASE NUMBER 1186/Pdt.G/2024/PN.Jkt.Sel
REGARDING THE LAWSUIT FOR UNLAWFUL ACT**

**COMPILED BY:
AGRARIAN REFORM CONSORTIUM (KPA)**

JAKARTA, 02 JUNE 2025

Jakarta, June 02, 2025

Dear:

Head of the South Jakarta District Court In
place

REGARDING:AMICUS CURIAE INDIRECTLY INTERESTED PARTY IN CASE NUMBER**1186/Pdt.G/2024/PN.Jkt.Sel**IN COURTJAKARTA STATE
SOUTH

Yours faithfully,

The Agrarian Reform Consortium (KPA) intends to submit *Amicus Curia* related parties who are indirectly interested in case Number **1186/Pdt.G/2024/PN.Jkt.Sel** At the South Jakarta District Court, in this case represented by:

Name	: Goddess Kartika
Position	: Secretary General
Address	: Jl. Batu Merah IV No. 88, RT 009/RW 002, East Pejaten, Pasar Minggu, South Jakarta

Please refer to hereinafter as -----**AMICI**.

Amici hereby submit *Amicus Curia* as a related party with an indirect interest in Case Number **1186/Pdt.G/2024/PN.Jkt.Sel** regarding the Unlawful Acts Lawsuit in the banking sector which resulted in the criminal act of land grabbing.

A. AMICI IDENTITY AND INTERESTS

- 1. Agrarian Reform Consortium (KPA)** is an organization of farmers' movements, fishermen, indigenous peoples and other rural communities recorded in Notarial Deed Number 3 dated August 1, 2022 made before Notary Dodi Oktarino, SH, M.Kn., and has been registered based on the Decree of the Ministry of Law and Human Rights Number: AHU-0001620.AH.01.08 of 2022 concerning Approval of Changes to the Agrarian Reform Consortium Association.
- KPA has organizational objectives as stated in Article 7 of the Articles of Association: *"KPA aims to fight for: the creation of a fair agrarian system, guarantees of control, ownership, use and production of agrarian resources for farmers, farm laborers, fishermen, laborers, indigenous peoples, women and the urban poor, as well as guarantees of welfare for all Indonesian people."*
- Regarding the function of the organization, Article 9 of the KPA Articles of Association regulates:
 - 1. As a strengthener, empowerer, supporter and actor in the struggle for agrarian reform based on people's initiatives.*
 - 2. As an organization that encourages the birth of various agrarian policies and systems that side with the people, and opposes various policies that are anti-agrarian reform.*
 - 3. As an organization that gives birth to, formulates and disseminates ideas and knowledge about true agrarian reform"*

Amicus Curiae

Case No. **1186/Pdt.G/2024/PN.Jkt.Sel** at the South Jakarta District Court

4. That in order to achieve the goals and carry out the organizational functions as stated above, Article 11 of the KPA Articles of Association stipulates that the activities carried out include:

- 1. Fight for the fulfillment and protection of people's rights, especially farmers, farm workers, fishermen, laborers, indigenous peoples, women and the urban poor.*
- 2. Advocating for changes in development policies and strategies that are oriented towards fulfilling people's rights.***
- 3. Conducting collective defense, both litigation and non-litigation.***
- 4. Conduct campaigns and build public opinion to encourage awareness of genuine agrarian reform at the broad public level.*
- 5. Organizing, educating and training agrarian reform cadres.*
- 6. Develop an agrarian reform model based on people's initiatives.*
- 7. Develop collaborative activities, programs, and institutions that serve the goals and values of the organization.*
- 8. Strengthen and expand networks and build solidarity between fronts/alliances of agrarian reform movements at regional, national and international levels."*

5. That KPA functions as a strengthener, empowerer, supporter, and actor of the struggle for agrarian reform based on people's initiatives. In addition, KPA encourages the birth of various agrarian policies and systems that side with the people, and opposes various policies that are anti-agrarian reform.

6. That the KPA as regulated in Article 21 of the Articles of Association, the Secretary General of the KPA is a representative of the KPA Organization who has the authority to implement the Objectives, Functions and Activities of the KPA Organization as stated in Articles 7, 9 and 11 of the KPA Articles of Association.

7. That in encouraging the implementation of Agrarian Reform and as an effort to guarantee the protection of the Basic and Constitutional Rights of KPA Members, KPA often becomes the Applicant. *Judicial Review* to the Constitutional Court, including: (1) Constitutional Court Decision Number 21-22/PUU-V/2007 Material Testing of Law Number 25 of 2007 concerning Investment; (2) Constitutional Court Decision Number 3/PUU-VIII/2010 Material Testing of Law Number 27 of 2007 concerning Management of Coastal Areas and Small Islands; (3) Constitutional Court Decision Number 32/PUU-VIII/2010 Material Testing of Law Number 4 of 2009 concerning Mineral and Coal Mining; (4) Constitutional Court Decision Number 87/PUU-XI/2013 Material Testing of Law Number Law Number 19 of 2013 concerning Protection and Empowerment of Farmers; (5) Constitutional Court Decision Number 95/PUU-XII/2014 Material Testing of Law No. 18 of 2013 concerning Prevention and Eradication of Forest Destruction, and Law No. 41 of 1999 concerning Forestry; and (6) Constitutional Court Decision Number 46/PUU-XXI/2023 Formal Testing of Law Number 6 of 2023 concerning Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into Law.

8. That in fighting for the realization of the amici organization's mandate, namely the implementation of Agrarian Reform, KPA also continues to encourage policy improvements in the palm oil plantation sector and other agrarian sectors, both through litigation and non-litigation efforts.

9. That in order to encourage the implementation of agrarian reform in the plantation sector, the KPA views that the existence of a location permit without having a Right to Cultivate

Companies are a threat to land rights and environmental sustainability and can even become an obstacle to the implementation of agrarian reform as a national development agenda.

10. That through *Amicus Curiae*, KPA encourages the Panel of Judges to support the creation of recognition and restoration of people's land rights through the enforcement of agrarian reform that is socially and environmentally just, and ensures the sustainability of the safety and sovereignty of the people over agrarian resources as guaranteed by the 1945 Constitution.

B. POSITION OF AMICUS CURIAE IN INDONESIAN COURTS

11. *Amicus Curiae* (friends of court or friend of justice) is an opinion or suggestion from an individual or organization that is not acting as a party to a case, but is concerned or interested in a case.
12. That *Amicus Curiae* originally known on the system *common law*. Since the early 20th century, *Amicus Curiae* has played a role in important cases in the history of United States law, such as civil rights and abortion cases. However, it has recently been regulated by countries with a judicial system. *civil law* (Soetanto Soepiadhhy, 2004).
13. In the Indonesian legal system, *Amicus Curiae* can be linked to the provisions of Article 5 paragraph (1) of Law No. 48 of 2009 concerning Judicial Power, that "*Judges and constitutional judges are obliged to explore, follow and understand the legal values and sense of justice that exist in society.*".
14. *Amicus Curiae* can be used as a consideration by the Panel of Judges in exploring the legal values and sense of justice that exist in society when examining, considering and deciding cases.
15. *Amicus Curiae* can advance legal development, because it can provide a picture of the law and its cases, especially its impact on other parties outside the parties who are not involved in the case in court, and also assess the law and its cases independently (Siti Aminah, 2014).
16. *Amicus Curiae* become one form of public participation in helping Constitutional Judges understand Case Number **1186/Pdt.G/2024/PN.Jkt.Sel** which has the dimension of structural agrarian conflict and poses a high threat to farmers, farm workers, fishermen, indigenous communities and women.

C. CASE SUMMARY

17. That the Defendant is a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit or other forms (referred to as a bank). Furthermore, the Defendant as a bank, among its business forms, collects funds from the public in the form of savings, either in the form of demand deposits, time deposits, certificates of deposit, savings, and/or other forms and credit distribution/provision businesses.
18. Defendant I is the majority shareholder of Co-Defendant II.
19. That Co-Defendant II is a palm oil plantation company operating in the Central Sulawesi region which was established on 6 September 2006. Co-Defendant II is a subsidiary of Co-Defendant I with 99% share ownership.

20. That Co-Defendant I and Co-Defendant II have received direct and/or indirect credit from the Defendant since 2017 consecutively until 2021.
21. That based on Decree No. 188.45/0760/UMUM/2006, Co-Defendant II obtained a location permit covering an area of 19,675 Ha, which was then successively extended and renewed through 9 (nine) other decisions.
22. That the Defendant has a legal relationship with Co-Defendant I based on the Credit Agreement as explained in the Defendant's response document, main case number 3 (three), page 5 (five).
23. That in the main case of the lawsuit, the Defendant is indicated to have failed to comply with the principle of prudence and even committed an unlawful act, because he provided loans to the co-defendants who did not comply with the provisions of the laws in the plantation business, in this case by doing business without holding a Right to Cultivate.
24. That the impact of negligence *a quo* has caused prolonged agrarian conflict.

D. AMICI OPINION

In Legality of Land Rights of Plantation Companies

25. That based on Article 28 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) it is regulated "*The right to cultivate is the right to cultivate land directly controlled by the State, for a period of time as referred to in Article 29, for agricultural, fishery or livestock companies.*"
26. That furthermore based on Article 32 paragraph (1) of the UUPA "*The right to cultivate, including the conditions for granting it, as well as any transfer and elimination of said right, must be registered according to the provisions referred to in Article 19.*". Thus it can be understood that companies engaged in the plantation business sector are required to hold Cultivation Rights without exception.
27. That the order of the obligation of business entities to hold HGU is also regulated in Law Number 39 of 2014 concerning Plantations (Plantation Law) in conjunction with Decision Number 138/PUU-XIII/2015. After the testing of Article 42 of Law Number 39 of 2014 concerning Plantations by the Constitutional Court through Decision Number 138/PUU-XIII/2015, now Article *a quo* be as follows: ***Plantation crop cultivation business activities and/or plantation product processing businesses as referred to in Article 41 paragraph (1) can only be done by Plantation Company if you have obtained land rights and a plantation business permit.***
28. That based on Article 24 paragraph (2) and (3) of the Plantation Law "*The right to cultivate occurs from the time it is registered by the Land Office. (3) The holder of the right to cultivate is given a Land Rights Certificate as proof of the right.*" With such legal provisions, the consequence is that every business entity is required to have a Right to Cultivate in addition to a Location Permit, so that if Co-Defendant II does not fulfill it, it is clearly a violation of the Plantation Law and the Basic Agrarian Law.

29. That if it is true that Defendant II's non-compliance with the HGU has actually violated Article 2 of Law Number 40 of 2007 concerning Limited Liability Companies, where "*The Company must have a purpose and objective and business activities that do not conflict with the provisions of laws and regulations, public order and/or morality.*"
30. That the legal evidence of land ownership and use according to plantation law as explained in points 28 to 31 above, is an important legal aspect as a basis for carrying out further legal actions by business entities and the government.
31. That in the findings of the amici during the handling of agrarian conflicts, the reason a legal entity/business does not have or does not apply for a Right to Cultivate is as a strategy: 1) to avoid the obligation of Land and Building Acquisition Fee (BPHTB); and 2) to avoid the obligation of Community Plantation Development of at least 20% of the total HGU, as regulated in Law Number 39 of 2014 concerning Plantations and Law Number 20 of 2000 concerning Amendments to Law Number 21 of 1997 concerning Land and Building Acquisition Fee and the Plantation Law.
32. That avoiding the obligation to develop Community Plantations of at least 20% of the total HGU, is because the company does not want there to be a reduction in the land that can be controlled, even though this is a mandate of the law, which ultimately violates the rights of the local community.
33. That in terms of the strategy to avoid BPHTB obligations, it is possible that the amount to be paid is considered high enough and the company management chooses to allocate it to other things. If the area of land controlled by Co-Defendant II is 19,675 hectares, then Co-Defendant II is obliged to deposit Rp49,184,500,000 with an assumption of Rp50,000,000 per hectare to the government. With the following calculation:¹

Taxable Object Acquisition Value (NPOP) = 19,675 ha x Rp 50,000,000 = Rp 983,750,000,000

Non-Taxable Tax Object Acquisition Value (NPOPTKP) = IDR 60,000,000 per transaction (NPOPTKP amount varies by region)

Calculate Tax Base (DPP) = NPOP – NPOPTKP: Rp983,750,000,000 - Rp60,000,000 = Rp983,690,000,000

The current BPHTB rate is 5% of DPP, so: BPHTB = 5% x Rp 983,690,000,000 = Rp 49,184,500,000 (Rp 49.18 billion)

34. That based on the analysis above, the palm oil business activities owned by Co-Defendant I and Co-Defendant II were clearly carried out in an unlawful manner and even harmed the State. Considering that Co-Defendant I is the majority shareholder of Co-Defendant II, it should have ensured that the business activities comply with applicable legal provisions, including ensuring that Co-Defendant II has legal rights to the land.

D.II Bank Obligations Owned by the State

35. That the Bank owned by the State, in this case the Defendant, is obliged to comply with Article 2 of Law Number 7 of 1992 concerning Banking (Banking Law), where

¹General calculations in Law Number 20 of 2000 concerning Amendments to Law Number 21 of 1997 concerning Land and Building Acquisition Fees

"In conducting its business, Indonesian banking is based on economic democracy using the principle of prudence."

36. That the principle of prudence is also emphasized in Article 29 paragraph (2) of the Banking Law, *"Banks are required to maintain the bank's health level in accordance with the provisions on capital adequacy, asset quality, management quality, liquidity, profitability, solvency, and other aspects related to the bank's business, and are required to carry out business activities in accordance with the principle of prudence."*
37. That the Defendant when providing credit must comply with the principle of prudence as regulated in Bank Indonesia Regulation Number: 3/10/PBI/2001 Concerning the Implementation of the Know Your Customer Principle (*Know Your Customer Principles*) as amended by Bank Indonesia Regulation Number: 11/28/PBI/2009 Concerning the Implementation of Anti-Money Laundering and Prevention of Terrorism Financing Programs for Commercial Banks.
38. That in Article 4 paragraph (1) and Article 6 paragraph (1) of Bank Indonesia Regulation Number: 3/10/PBI/2001 Concerning the Implementation of the Know Your Customer Principle (*Know Your Customer Principles*) as amended by Bank Indonesia Regulation Number: 11/28/PBI/2009 Concerning the Implementation of Anti-Money Laundering and Prevention of Terrorism Funding Programs for Commercial Banks. The Defendant based on Article 4 paragraph (1) *Before conducting business relations with a Customer, the Bank is required to request information regarding: d. the identity of the other party, in the case where the prospective Customer acts for and on behalf of another party as regulated in Article 6..* To then also carry out the provisions of Article 6 paragraph (1) *In the event that a prospective Customer acts as an intermediary and/or attorney for another party (beneficial owner) to open an account, the Bank is required to obtain supporting identity documents as referred to in Article 5 and the legal relationship, assignment, and authority to act as an intermediary and/or attorney for another party..*
39. That based on the legal provisions of Point 37, the Defendant is obliged to check the legal compliance and administration of the land owned by Co-Defendant I and Co-Defendant II, especially the Location Permit, Cultivation Rights and Plantation Business Permit, as regulated in the applicable statutory provisions.
40. That the Co-Defendant II who only obtained a location permit without holding a Right to Cultivate as explained in the Lawsuit document Point 21 where holding location permits include: SK No. 503/06/IL/DPM-PTSPD/IX/2021 with an area of 1,512 Ha; SK No. 503/07/IL/DPM-PTSPD/IX/2021 with an area of 104 Ha; SK No. 503/14/IL/DPM-PTSPD/IX/2021 with an area of 1,696.87 Ha; SK No. 503/15/IL/DPM-PTSPD/IX/2021 with an area of 384.70 Ha; SK No. 503/16/IL/DPM-PTSPD/IX/2021 with an area of 1,974.90 Ha; SK No. 503/17/IL/DPM-PTSPD/IX/2021 with an area of 300 Ha, and finally through SK No.503/18/IL/DPM-PTSPD/IX/2021 with an area of 1,064.00 Ha.
41. That the business activities of Co-Defendant II can be said to be in conflict with the law because based on the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 17 of 2019 concerning Location Permits, Article 19 paragraph (1) and paragraph (6) stipulates that *if The Location Permit is granted for a period of 3 (three) years from the date the Location Permit becomes effective.*
42. That the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 17 of 2019 concerning Location Permits has been revoked through the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 13 of 2021 concerning the Implementation of Conformity

Space Utilization Activities and Synchronization of Space Utilization Programs. Although the name has changed from Location Permit to KKPR, the validity period of both remains the same as regulated in Article 35, *In the event that the applicant for KKPR for non-business activities has not obtained land for his activities as referred to in Article 34 paragraph (1), the KKPR is valid for a period of 3 (three) years.*

43. That based on the provisions above, the location permit of Co-Defendant II has expired in 2024. Thus, the Defendant can terminate the credit agreement with Co-Defendant I, because Co-Defendant II is a subsidiary of Co-Defendant I as well as *beneficial owner* Defendant's agreement with Co-Defendant I.
44. That when the defendant neglected to check the validity of the land administration documents in the palm oil plantation business sector of Co-Defendant I and Co-Defendant II, the agreement made by the parties, as explained in the Defendant's Response Document, Main Part of the Case, Point 3, clearly violated the four conditions for a valid agreement according to Article 1320 of the Civil Code, including: *their agreement that binds themselves; the capacity to make a contract; a certain subject matter; and a cause that is not prohibited.*
45. That if the valid conditions for the agreement above are not met, then the agreement made by the parties, as explained in the Defendant's Response Document, Main Part of the Case, Point 3, may be null and void by law or may be cancelled.

D.III Findings of Agrarian Conflict

46. That agrarian conflicts caused by land grabbing by companies operating in the palm oil sector during 2017 – 2024 amounted to 413 locations covering an area of 1,087,196 hectares.² The majority are evictions of community land on the basis that a company has a Location Permit and/or Cultivation Rights even without the consent and/or release of land rights by the community. This data shows that the problems of maladministration, corruption and non-compliance with the law of companies, banks and the government have an impact on the extent of agrarian conflicts.
47. That in 2024 alone, agrarian conflicts in the plantation sector covered an area of 170,210 hectares with 27,455 families affected. Of these cases, 67% occurred due to the palm oil business covering an area of 127,281 hectares.³, including the agrarian conflict involving Co-Defendant II.
48. That the amici's findings show that from 2017 to 2024 there were 17 agrarian conflicts covering an area of 37,620 hectares involving 8 subsidiaries of Defendant I including in this case Co-Defendant II (PT Eka Dura Indonesia, PT Gunung Sejahtera Yoli Makmur, PT Letawa Tbk, PT Mamuang, PT Pasangkayu, PT Sari Lembah Subur, PT Sawit Asahan Indah)⁴.

Table 1. Eruptions of agrarian conflicts affiliated with Co-Defendant I

Company	Types of legality	Wide Conflict (Ha)	Number of Conflicts
PT. Eka Dura Indonesia	Cultivation Rights	3,500.00	1

²Agrarian Reform Consortium Data, 2024 <https://www.kpa.or.id/publikasi/adakah-reforma-agraria-dibawah-komando-prabowo/>

³Ibid

⁴KPA Conflict Monitoring Results Data processed from 2017-2024 AMSA media coverage.

PT Gunung Sejahtera Yoli Makmur	Cultivation Rights	5,229.00 1	
PT Letawa Tbk	Cultivation Rights	-	1
PT. Mamuang	Cultivation Rights	20,107.00	4
PT.	Cultivation Rights	1,844.00	2
PT Sari Lembah Subur	Cultivation Rights	-	1
PT Asahan Indah Sawit	Cultivation Rights	1,400.00	1
PT.	Location Permission	5,540.00	3
Amount		37,620.00	14.00

49. That the amici's findings also confirmed that Co-Defendant II was involved in the agrarian conflict, based on the results of a study entitled *Cultivating Conflict How Astra Agro Lestari, Brands, and Large Financial Institutions Exploit Governance Gaps in Indonesia* (https://foe.org/wp-content/uploads/2024/06/AAL_CultivatingConflict_Bahasa_final.pdf)
50. That the Defendant who has a credit agreement with Co-Defendant I amici assesses that there has been a violation of the law and negligence in implementing the principle of prudence and the principle of knowing the customer. Amici found several agrarian conflicts and criminal acts of violation of land rights which most likely involve subsidiaries of Co-Defendant I including Co-Defendant II as in points 47 and 48 above.

D.IV Causality of Bad Loan Policy with Agrarian Conflict

51. That legal events such as the provision of bad bank loans or failure to consider social and environmental risks, non-compliance with human rights principles, transparency and accountability of companies that receive loans are a series of inseparable events.
52. That in legal science it is common knowledge that the Theory of Legal Causality is often used to assess whether an action can be legally considered as the cause of an effect, and thus becomes the basis for the legal responsibility of one party. In the context of bank lending policy, this theory helps test whether banks can be considered legally responsible for the negative impacts of the projects they fund.⁵
53. That something similar was also expressed by von Buri through the Theory *Condition Sine Qua Non* which emphasizes that an act can be considered as the cause of the effect that occurs, as long as the act is a condition that cannot be separated or cannot be absent for the effect to occur. In other words, this theory states that every factor that plays a role in the occurrence of an effect is a cause, as long as the factor cannot be separated from the series of events that cause the effect.
54. That by understanding the two theories above and related to Case Number 1186/Pdt.G/2024/PN.Jkt.Sel at the South Jakarta District Court, the Defendant as the Bank that provided the loan is suspected of not considering social and environmental factors so that it directly facilitated and enabled business practices that were detrimental to society and the environment.

⁵Simons, The Material Law – Discusses causality in the context of criminal law.

55. That with the existence of an agrarian conflict involving Co-Defendant I and Co-Defendant II in North Morowali Regency, it is very likely that the Principle of *Due Diligence*, because in International Human Rights Law such as *United Nations Guiding Principles on Business and Human Rights* (UNGPs): States and corporations (including banks) have an obligation to respect, protect and restore (*protect, respect, and remedy*) human rights. The defendant must do *human rights due diligence* to identify, prevent, reduce and account for negative human rights impacts caused by credit agreements in the Co-Defendant's business, either directly or indirectly.⁶
56. That the Defendant together with Co-Defendant I and Co-Defendant II are also likely to have failed to comply with the Principles *Corporate Liability* (Corporate Responsibility). If the Defendant knows and should have known that the credit/loan would be used for business activities that endanger the community or the environment, then all parties can be held directly or indirectly responsible. *vicariously* for actions or omissions that result in social and environmental losses. they are potentially legally liable.⁷
57. That furthermore in the business world the Defendant is certainly familiar with the Theory *Asymmetric Information* And *Moral Hazard*, *Asymmetric Information* occurs when the Defendant does not have or does not seek adequate information regarding the social and environmental impacts of the project being financed. Then Moral Hazard occurs when the Defendant knows that the social/environmental risks will be borne by the community or the state, not by themselves or the lender. The implications of the failure to fulfill both cause non-transparent and unsupervised lending policies to create ideal conditions for the emergence of human rights violations and environmental destruction.⁸
58. Thus, both in law and economics, there is a clear causal relationship and responsibility between bad bank lending policies and negative impacts on human rights, the environment and agrarian conflicts. That based on the results of monitoring agrarian conflicts conducted by amici from 2017 to 2024, as in table 1 (point 48) above, there are indications of a relationship between the business activities of Co-Defendant I and Co-Defendant II and agrarian conflicts.

E. Conclusions and Recommendations

Conclusion

Based on the amici's description by paying attention to theory, concepts, statutory regulations and paying attention to legal facts on the ground in the case. *a quo*, the amici concluded that the negligence in respecting the rules of law, theory and principles of legal compliance was carried out by the Defendant in entering into a credit agreement with Co-Defendant I which also involved Co-Defendant II as *beneficial owner* has fulfilled the elements of an unlawful act and even resulted in prolonged agrarian conflict.

Recommendation

Based on the explanation and conclusions that have been explained, the amici ask Your Honor the Panel of Judges to decide the case. *a quo* prioritizing interests and

⁶Ruggie, John (2011). *Guiding Principles on Business and Human Rights* (UNGPs). Dan Clapham, Andrew (2006). *Human Rights Obligations of Non-State Actors*, Oxford University Press.

⁷Muchlinski, Peter (2007). *Multinational Enterprises and the Law*, Oxford University Press.

⁸Akerlof, George A. (1970). The Market for "Lemons": Quality Uncertainty and the Market Mechanism.

protection of farmers, farm workers, fishermen, indigenous peoples and women in the field so that they can obtain life and justice in the future.

The following are the amici's recommendations to the Panel of Judges:

1. The Panel of Judges is pleased to understand the diametric nature of agrarian conflicts in the palm oil plantation business sector beyond civil law principles. *for that matter*, by taking into account the legal fact that the Defendant's business, Co-Defendant I and Co-Defendant II have given rise to an agrarian crisis, structural poverty, food crisis and ecological damage, as material considerations for the truth in deciding the case.
2. The Panel of Judges accepts *Amicus Curiae* and granted the Plaintiff's request in the case *a quo* for all.
3. The Panel of Judges rejected the application of the Defendant, Co-Defendant I and Co-Defendant II in their entirety.
4. The Panel of Judges is also part of the efforts to restore and provide legal protection for land and natural resources in North Morowali Regency and Indonesia in general.

or; in the event that the Panel of Judges of the Constitutional Court is of a different opinion, we request the fairest possible decision (*and aequo and bono*) for the sake of justice and public safety.

Best regards,
Agrarian Reform Consortium



Secretary General