

Proportionality as a Reflection of Islamic Justice: A Legal Study of the Pertamina Gas Station Cooperation Contract in Bantaeng

¹Nurul Fadilla Anugrah, ²Andika Prawira Buana, ³Muhammad Fauzi Ramadhan

¹Faculty of Law, Universitas Muslim Indonesia, Indonesia

²Faculty of Law, Universitas Muslim Indonesia, Indonesia

³Faculty of Law, Universitas Muslim Indonesia, Indonesia

Email Correspondence : fauzi.ramadhan@umi.ac.id

Abstract

The cooperation agreement between gas station (SPBU) entrepreneurs and PT Pertamina plays a crucial role in ensuring the smooth distribution of fuel oil (BBM) in Indonesia. However, in practice, this contractual relationship often raises questions regarding the extent to which the principle of proportionality is applied as an instrument of justice in the distribution of rights and obligations between the parties. This study aims to analyze the application of the proportionality principle in the SPBU–Pertamina cooperation contract in Bantaeng Regency, while examining its relevance to the concept of justice in Islamic law. The research employs a normative juridical approach supported by a case study at Pantai Marina SPBU Bantaeng, through an analysis of legislation, contractual documents, and interviews with relevant stakeholders. The findings indicate that the cooperation contract generally complies with positive law, but the application of the proportionality principle remains suboptimal. This is evident from Pertamina’s dominant position as the sole authority in fuel distribution, which limits the bargaining power of SPBU entrepreneurs. From the perspective of Islamic law, such conditions do not fully reflect the principles of justice (‘adl) and balance (tawazun) in contractual relations, which require a more equitable distribution of benefits and risks. In conclusion, a reconstruction of the contractual framework is needed to better accommodate the principle of proportionality by integrating the values of Islamic justice, both through the strengthening of contractual clauses and regulatory oversight mechanisms. This study recommends revisiting Pertamina’s standardized contract model and establishing a dialogue forum between Pertamina and SPBU entrepreneurs to ensure a more just, balanced, and sustainable partnership.

Keywords: proportionality principle, cooperation contract, SPBU, Pertamina, Islamic justice

Abstract

The cooperation agreement between gas station (SPBU) entrepreneurs and PT Pertamina plays a crucial role in ensuring the smooth distribution of fuel oil (BBM) in Indonesia. However, in practice, this contractual relationship often raises questions regarding the extent to which the principle of proportionality is applied as an instrument of justice in the distribution of rights and obligations between the parties.

This study aims to analyze the application of the proportionality principle in the SPBU–Pertamina cooperation contract in Bantaeng Regency, while examining its relevance to the concept of justice in Islamic law. The research employs a normative juridical approach supported by a case study at Pantai Marina SPBU Bantaeng, through an analysis of legislation, contractual documents, and interviews with relevant stakeholders. The findings indicate that the cooperation contract generally complies with positive law, but the application of the proportionality principle remains suboptimal. This is evident from Pertamina’s dominant position as the sole authority in fuel distribution, which limits the bargaining power of SPBU entrepreneurs. From the perspective of Islamic law, such conditions do not fully reflect the principles of justice (‘adl) and balance (tawazun) in contractual relations, which require a more equitable distribution of benefits and risks. In conclusion, a reconstruction of the contractual framework is needed to better accommodate the principle of proportionality by integrating the values of Islamic justice, both through the strengthening of contractual clauses and regulatory oversight mechanisms. This study recommends revisiting Pertamina’s standardized contract model and establishing a dialogue forum between Pertamina and SPBU entrepreneurs to ensure a more just, balanced, and sustainable partnership.

Keywords: *Proportionality Principle, Cooperation Contract, SPBU, Pertamina, Islamic Justice*

A. INTRODUCTION

Fuel distribution is one of the most strategic sectors in national development. Fuel is not only a vital commodity for the public but also a key driver of the economy in nearly all sectors. Public transportation and logistics rely on fuel availability to ensure the smooth distribution of goods and services. Industry requires fuel as an energy source to support production processes. The agriculture and fisheries sectors are also highly dependent on fuel to power agricultural machinery and fishing boats.[1] Therefore, the availability and affordability of fuel are directly related to inflation, price stability, and public purchasing power. Disruptions in fuel distribution have the potential to trigger shortages, price increases, and even social unrest, which can disrupt political stability and national security.

To ensure fuel availability throughout the region, the government has assigned PT Pertamina (Persero), a state-owned enterprise (BUMN), to carry out the function of providing and distributing fuel equitably. This mandate is not only oriented towards business profits but also carries a public service obligation, as fuel affects the livelihoods of many people. Pertamina is responsible for ensuring that people from Sabang to Merauke,

including the outermost and remote areas, can obtain fuel at reasonable prices in accordance with government policy.[2]

In carrying out this function, Pertamina cannot work alone. Fuel distribution to consumers is carried out through a network of Public Fuel Filling Stations (SPBU) managed by private partners. The collaboration between Pertamina and gas station operators is outlined in a legally binding partnership agreement. This agreement regulates various matters, from fuel supply mechanisms, service standards, obligations to maintain fuel quality and quantity, sales price provisions, payment systems, and the distribution of profits and business risks.[3]

From a legal perspective, this cooperation contract constitutes a form of obligation as regulated in Article 1313 of the Civil Code (KUHPer), which defines an agreement as an act by which one or more persons bind themselves to one or more other persons. The contract serves as a legal source that establishes the relationship of rights and obligations between Pertamina and gas station operators. However, in practice, these contracts often take the form of standard contracts drafted unilaterally by Pertamina, the principal. Gas station entrepreneurs are usually only given the option to accept or reject all the clauses that have been set without much room for negotiation (take it or leave it basis).[4]

This situation has given rise to serious debate regarding the balance of rights and obligations. Pertamina, with its dominant position as the sole entity authorized by the state to distribute fuel, has significantly greater bargaining power than gas station operators. As a result, several contract clauses tend to place greater burdens and risks on gas station operators, such as the obligation to maintain strict fuel quality and quantity standards, gas station operational costs, the obligation to invest in facilities and infrastructure in accordance with Pertamina standards, and the imposition of severe sanctions for violations. Meanwhile, the profit margins received by gas station operators are determined unilaterally and are relatively small, often deemed disproportionate to the business burdens and risks borne.[5]

This situation raises a fundamental question: does the contractual relationship reflect the principle of proportionality, a fundamental principle in contract law? The principle of proportionality demands equality of status between the parties, a balance of performance, and a fair distribution of benefits and risks. A fair contract should not only benefit the party in the dominant position but also provide protection and certainty to the economically and legally weaker party.[6]

The principle of proportionality is not only recognized in positive law but also has a strong foundation in Islamic law. The principles of justice ('adl) and balance (tawāzun) are the foundation of every transaction. The Qur'an emphasizes the importance of contracts based on mutual consent (tarāḍin minkum, QS. An-Nisa: 29) and rejects practices that unfairly harm one party. Within the framework of maqāṣid al-syarī'ah, the primary objective of a contract is to achieve the common good (maslahah musytarakah) and prevent injustice. [7] If a contract only benefits one party, it contradicts the values of justice that are at the heart of Islamic law.

Therefore, a study of the application of the principle of proportionality in the gas station-Pertamina cooperation contract is important and relevant. First, this study can assess whether the contract clauses are balanced in dividing the rights, obligations, and business risks between Pertamina and the gas station operator. Second, this study can test its compliance with Islamic principles of justice, thus producing a more comprehensive perspective: not only just in positive law but also morally and religiously. Third, the study's findings can provide recommendations for improving future contract models to make them more equitable, transparent, and sustainable.

This research focuses on the Pantai Marina gas station in Bantaeng Regency as a case study, as this gas station represents the partnership practices between Pertamina and entrepreneurs at the regional level. Using a normative juridical approach combined with field data, this study will analyze contract clauses, identify potential imbalances, and evaluate the extent to which the principle of proportionality has been applied. The results of this study are expected to provide not only theoretical contributions to the development of contract law but also practical contributions in the form of improved partnership agreements that are fairer and align with principles of social justice.

Therefore, this research is highly urgent. The legal relationship between Pertamina and gas station entrepreneurs is not merely a business matter but also directly impacts energy distribution, community welfare, and national economic resilience. By ensuring fair and proportional contracts, it is hoped that a healthy, efficient, and sustainable partnership will be created, so that fuel distribution remains guaranteed, legal justice is protected, and Islamic values of justice are implemented in modern business practices.

B. METHOD

This research uses a normative juridical approach combined with a case study on the cooperation contract between PT Pertamina (Persero) and the Pantai Marina gas station in Bantaeng Regency.[8] Data were collected through literature studies, contract document analysis, and interviews with gas station entrepreneurs. All data were analyzed descriptively and analytically to assess the balance of rights and obligations of the parties based on the principle of proportionality in contract law and the principle of justice in Islamic law.

C. DISCUSSION

1. Application of the Principle of Proportionality in the Cooperation Contract between PT Pertamina (Persero) and the Marina Beach Gas Station entrepreneur, Bantaeng Regency, Reviewed from the Perspective of Contract Law.

The principle of proportionality is a fundamental principle in contract law, aimed at creating a balance between the rights and obligations of the parties and ensuring that the contractual relationship arising from the agreement does not create an imbalance that is detrimental to either party. From the perspective of Indonesian civil law, this principle can be traced to the provisions of Article 1338 of the Civil Code, which affirms that all legally concluded agreements apply as law to the parties. This principle is further supplemented by Article 1339, which stipulates that agreements also include anything that is required by propriety, custom, or law. Thus, the principle of proportionality serves as a correction to ensure that agreements are not only formally valid but also substantively fair.[9]

The concept of proportionality in contract law encompasses three important dimensions: equality of bargaining power, equivalence of performance, and fair allocation of benefits and risks. Equality of position means that the parties to a contract have equal freedom to determine the content of the agreement, without any coercion or unilateral domination. Balance of performance requires that the performance provided by each party is commensurate, both in terms of value and burdens borne. Meanwhile, a fair distribution of benefits and risks ensures that business profits and risks are shared fairly, in proportion to each party's contribution.[10]

In the context of the cooperation contract between PT Pertamina (Persero) and the Pantai Marina gas station operator in Bantaeng Regency, the principle of proportionality is an important analytical tool for assessing whether the partnership has fulfilled a sense of

fairness. Pertamina, as a state-owned enterprise, holds the exclusive mandate to distribute fuel throughout Indonesia. With this dominant position, Pertamina has significant authority in designing and determining the contents of the cooperation contract. Contracts are usually drafted in the form of standard form contracts, in which all clauses are predetermined by Pertamina. Gas station operators, as the parties requiring fuel supplies to operate their businesses, have little room to negotiate the terms of the contract. They find themselves in what many legal experts call a "take it or leave it" situation—accepting the contract as is or being denied access altogether.[11]

This imbalance in bargaining power has the potential to create a lopsided contractual relationship. In some cases, the clauses contained in the contracts regulate the obligations of gas station operators more than they protect their interests. For example, there are strict obligations to maintain fuel quality and quantity, implement operational procedures according to Pertamina standards, and cover all gas station operational costs, including facility maintenance, electricity, and employee salaries. However, the profit margins offered are often deemed disproportionate to the burden and risks involved, particularly when fuel prices fluctuate, supply is disrupted, or demand declines.

The application of the principle of proportionality in this contract should ensure that the clauses governing the parties' rights and obligations do not create detrimental inequalities. Pertamina's right to set fuel quality standards must be balanced with the obligation to ensure timely and appropriate supply. Pertamina's right to impose sanctions must be balanced with a fair objection or dispute resolution mechanism for gas station operators. Similarly, the obligation of gas station operators to invest in and maintain infrastructure must be balanced with the provision of a reasonable profit margin so that the business can operate sustainably.[12]

If the principle of proportionality is not optimally implemented, several risks may arise. From a legal perspective, contracts that are too biased have the potential to be sued on the basis of unfair contract terms or detrimental standard clauses. Article 18 of the Consumer Protection Law even prohibits standard clauses that give business actors the unilateral right to change the terms of the agreement. From a social perspective, disproportionate contracts can create dissatisfaction among gas station operators, which can ultimately affect the quality of service to consumers. This could lead to disruptions in fuel distribution, which would have a broad impact on the community's economic

activities.[13] In addition, the principle of proportionality is closely related to the principle of good faith in the implementation of contracts. Article 1338 paragraph (3) of the Civil Code emphasizes that agreements must be implemented in good faith. Good faith requires that the parties not only prioritize their own profits, but also consider the interests of other parties. In the relationship between gas stations and Pertamina, good faith means that Pertamina must act as a fair partner, not as a party that dictates all provisions unilaterally. Transparency in determining prices, clarity in distribution mechanisms, and openness in resolving disputes are concrete manifestations of the application of the principle of proportionality as well as good faith.[14]

An in-depth analysis of the clauses in the Pertamina-gas station contracts is necessary to identify the extent to which the principle of proportionality is implemented. Clauses that need to be reviewed include those concerning fuel supply mechanisms, pricing provisions, profit margin sharing, facility investment obligations, sanction provisions, and dispute resolution mechanisms. The results of this analysis will provide an indication of whether the partnership is balanced or whether adjustments need to be made to be more equitable.

The application of the proportionality principle must also consider the sustainability of the contractual relationship. A contract that is too burdensome for one party will be difficult to maintain in the long term because it can reduce the partner's motivation to continue participating. In the long term, this could risk a reduction in the number of operating gas stations, thus hampering fuel distribution in certain areas. Conversely, a proportional contract creates mutually beneficial relationships, strengthens partner loyalty, and supports the government's goal of achieving national energy security. Therefore, research on the application of the proportionality principle in the Pertamina-gas station cooperation contract is not only academically important but also has strategic value for public policy. [15] By critically analyzing contract clauses, this research can provide constructive input for Pertamina to improve the partnership model. The research results can be used as a basis for formulating fairer agreements, providing healthy negotiation space, and creating business relationships that are not only legal, but also ethical and sustainable. Thus, the application of the principle of proportionality is at the heart of efforts to create contracts that are fair, balanced, and support the interests of both parties. Without the application of this principle, contracts have the potential to become

instruments of domination, not partnership. Conversely, if the principle of proportionality is upheld, contracts will function as instruments of justice that ensure energy distribution remains stable, profitable for business, and beneficial to the wider community.

2. The Compliance of the Cooperation Contract with the Principles of Justice and Balance in Islamic Law, as well as Recommendations for a Fairer and More Sustainable Contract Model for Both Parties.

In Islamic law, contracts or 'aqd are one of the main means of regulating muamalah relationships between humans. A contract is not only a legal agreement, but also a moral commitment that has a spiritual dimension. Allah SWT confirms in the Qur'an, "O you who believe, fulfill these promises." (QS. Al-Maidah: 1). This order means that every agreement made must be fulfilled with full responsibility, maintain justice, and not cause harm. The main principles in the contract are al-'adl (justice) and al-tawāzun (balance). Justice in a contract means putting things in their place, giving rights according to the portion they should have, and not harming any party.[16]

The cooperation contract between PT Pertamina (Persero) and the Marina Beach gas station entrepreneur, if viewed from the terms and conditions of the contract, meets the provisions of Islamic law. The parties are legally competent, the object of the agreement is clear (the distribution and sale of fuel), the purpose of the contract is halal, and the agreement was reached without any element of coercion. However, formal validity does not automatically mean substantive justice has been achieved. The principle of 'adl demands that contracts be impartial and ensure a balance between the performance provided and the counter-performance received.

In practice, the standard form of the contract tends to place Pertamina in a superior position. The clauses drafted by Pertamina determine almost every aspect of the cooperative relationship, from fuel selling prices and operational standards to procurement mechanisms and sanctions for violations. Gas station operators, due to their dependence on fuel supplies, have little room for negotiation. From the perspective of Islamic jurisprudence (fiqh muamalah), this can be problematic if it results in an imbalance of rights and obligations, leading to unilateral losses (ghubn). The Islamic jurisprudence principle of "no harm and no mutual harm" (lā ḍarar wa lā ḍirār)

emphasizes that contracts that cause excessive harm to one party must be corrected to achieve justice.[17]

The principle of balance (*tawāzun*) also requires a balance between burdens and benefits. The principle of "*al-ghunmu bi al-ghurmi*," meaning "profits are commensurate with risks," requires that if a gas station operator undertakes a significant investment to build a facility that meets Pertamina standards, the profit margin provided must be sufficient to cover costs and provide business incentives. Contracts that do not provide economic viability are ultimately unsustainable, as operators will lose motivation to maintain service quality, which could disrupt fuel distribution and public services.[18] Furthermore, the principle of "*shūrā*" (deliberation) as taught in QS. Ash-Shura: 38 is relevant. Ideally, a cooperation contract would provide a mechanism for dialogue between Pertamina and gas station operators before any clauses are established, or at least allow formal objections for operators who object to certain provisions. This is crucial to maintaining the element of consent (*tarāḍin minkum*), a prerequisite for a valid contract. A completely standard contract without any room for participation may be deemed inadequate to the spirit of deliberation and consent as enshrined in Islamic law. Based on this analysis, it is necessary to formulate a contract model that better aligns with the principles of Islamic justice and the principle of proportionality in modern contract law. The recommended contract model has the following characteristics:

- a) **Transparent and Inclusive Clauses.** The contract must use clear, straightforward, and easy-to-understand language. Pertamina should provide contract outreach to gas station operators to ensure all clauses are fully understood. Where possible, a deliberation forum should be provided before contract renewal so that gas station operators can provide input. This transparency aligns with the concept of *bayān* (clarity), an important principle in *muamalah* contracts.
- b) **Balance of Rights and Obligations.** Gas station operators' obligations to maintain fuel quality and quantity, meet operational standards, and cover operational costs must be balanced with Pertamina's obligations to guarantee timely fuel supply, provide reasonable prices and margins, and provide technical support. This principle ensures that *‘adl* and *tawāzun* are truly realized.
- c) **Proportional Risk Sharing.** The contract must stipulate a compensation mechanism in the event of supply disruptions not caused by the negligence of the gas station

operator. This is crucial to ensure that business risks are not entirely borne by the weaker party.

- d) Multi-Layered Dispute Resolution Mechanism. To ensure a sustainable contract, a multi-layered dispute resolution mechanism must be provided, ranging from negotiation, mediation, arbitration, and legal action. Amicable resolution is prioritized to maintain good relations between the parties, in accordance with the principle of *iṣlāḥ* (peace), which is highly recommended in Islam.
- e) Periodic Review Clause. The contract must include a periodic evaluation clause, for example, every one or two years, to adjust to changes in fuel prices, government policies, or operational costs. This clause makes the contract flexible and responsive to economic dynamics.
- f) Public Benefit Oriented. Fuel distribution is a strategic public service. Therefore, the contract must be designed to encourage optimal service to the public, ensure the availability of good-quality fuel, and support equitable energy distribution.

The implementation of a fair and sustainable contract model will create a harmonious partnership between Pertamina and gas station operators. Pertamina will continue to receive certainty regarding fuel distribution in accordance with the state mandate, while gas station operators will have the assurance of a viable business and the opportunity to grow. This not only supports business sustainability but also safeguards national energy security, increases customer satisfaction, and encourages the creation of an efficient and equitable distribution system.

With this contract model, Islamic values of justice are not merely theoretical concepts but are also implemented in real-world business practices. Contracts are no longer instruments of domination by powerful parties but rather a means of partnership based on social justice, business ethics, and the common good.

D. CONCLUSION

Based on the analysis of the application of the principle of proportionality in the cooperation contract between PT Pertamina (Persero) and the Pantai Marina gas station operator in Bantaeng Regency, it can be concluded that the contract is essentially legally valid and meets the formal requirements of the agreement. However, Pertamina's dominant position and the standard nature of the contract create an imbalance in bargaining power, so that

some clauses tend to be more burdensome for the gas station operator. The application of the principle of proportionality needs to be continuously strengthened so that rights, obligations, benefits, and risks are distributed fairly. A proportional contract will create a fair partnership relationship, support the sustainability of the gas station business, and ensure a stable distribution of fuel to the community. The cooperation contract between PT Pertamina (Persero) and the Pantai Marina gas station operator is formally valid under positive law and Islamic law, but substantively there is still an imbalance. Pertamina's dominant position and the standard nature of the contract make the distribution of rights, obligations, and risks tend to be more burdensome for the gas station operator, while the profit margin provided is relatively small. From an Islamic legal perspective, this condition does not fully reflect the principles of 'adl (justice) and tawāzun (balance). Therefore, it is necessary to improve the contract model to be more transparent, provide space for deliberation, adjust risk sharing, and establish regular evaluations so that the partnership relationship is more proportional, fair, and sustainable.

E. REFERENCE

- [1] C. A. Millenia and A. C. Cindrapole, "ISLAMIC LEGAL ANALYSIS ON SUSPECTS," pp. 1–12, 1945.
- [2] Aprila Sandi, M. Abdurrahman, and Encep Abdul Rojak, "Tinjauan Hukum Islam dan Undang-Undang Nomor 1 Tahun 1974 tentang Perkawinan terhadap Praktik Perkawinan Adat Sihit/Panjar," *J. Ris. Huk. Kel. Islam*, vol. 1, no. 2, pp. 104–111, 2022, doi: 10.29313/jrhki.v1i2.580.
- [3] A. C. Cindrapole and S. Rosmini, "THE LEGAL AND ETHICAL IMPLICATIONS OF SURVEILLANCE IN CRIMINAL LAW : A LITERATUR REVIEW," vol. 4, no. 1, pp. 448–455, 2024.
- [4] M. I. Asrum, H. Thalib, and M. Jannah, "Criminological Review of the Phenomenon of Cyberbullying," *Horiz. Public Leg. Stud.*, vol. 1, no. 1, pp. 32–49, 2024, doi: 10.56087/hegels.v1i1.490.
- [5] A. S. R. Wulandari, H. Habiba, and A. Rahmah, "Pembaharuan dan Dinamika Hukum dalam Proses Perizinan Usaha di Indonesia.," *Gema Keadilan*, vol. 10, no. 1, pp. 12–21, 2023, doi: 10.14710/gk.2023.20070.
- [6] J. Pendidikan, A. Sri, R. Wulandari, and M. K. Dewi, "Legal Frameworks for Digital Privacy Protection in the Era of Artificial Intelligence," vol. 01, no. 1, pp. 25–31.
- [7] S. Maruli Tua Situmeang, "Politik Hukum Pidana Terhadap Kebijakan Kriminalisasi Dan Dekriminalisasi Dalam Sistem Hukum Indonesia," *Res Nullius Law J.*, vol. 4, no. 2, pp. 201–210, 2022.
- [8] N. Qamar *et al.*, "Metode Penelitian Hukum (Legal Research Methods)," no. December, p. 176, 2017.

- [9] Muhammad Mutawalli, "Implementasi Prinsip Konvensi Internasional dalam Mengurai Pelanggaran HAM di Indonesia," *J. Arajang*, vol. 6, no. 1, pp. 1–21, 2023, doi: 10.31605/arajang.v6i1.2829.
- [10] F. Cekli Setya Pratiwi, Shinta Ayu Purnamawati, *Asas-Asas Umum Pemerintahan Yang Baik*, vol. 11, no. 1. 2019.
- [11] F. Y. Kamila, "Upaya Hukum Tentang Pernikahan Siri Yang Belum Tercatat Menurut Perundang-Undangan Di Indonesia (Studi Kasus di Pengadilan ...)," 2023.
- [12] Z. O. Dheny Rusdiyanto, Dwi Raka Siwi, Galuh Fitriana, Astria Fitri, "Penipuan Menggunakan Media Internet berupa Jual Beli Online," *Iqtishaduna J. Ilm. Mhs. Jur. Huk. Ekon. Syariah*, vol. 5, pp. 277–285, 2024.
- [13] Sigit & Totok, *Manajemen Perbankan*, no. July. 2006.
- [14] M. Kamran and U. Muslim, "Akibat Hukum Hibah Wasiat yang Melanggar Bagian Mutlak Ahli Waris Perspektif Kuhperdata dan Hukum Islam," vol. 4, no. 3, 2024.
- [15] R. Diani and M. Kusuma, "Karakteristik Perjanjian Keagenan Dalam Kajian Hukum Perdata," *J. Huk. Tri Pantang*, vol. 7, no. 1, pp. 1–12, 2021, doi: 10.51517/jhtp.v7i1.293.
- [16] M. T. Pradoto, "Aspek Yuridis Pembagian Harta Bersama Dalam Perkawinan (Tinjauan Hukum Islam dan Hukum Perdata)," *Jurisprudence*, vol. 4, no. 3, pp. 85–91, 2014.
- [17] Mauliana and A. Khisni, "Akibat Hukum Akta Hibah Wasiat Yang Melanggar Hak Mutlak Ahli Waris (Legitime Portie)," *J. Akta*, vol. 4, no. 4, p. 6, 2017.
- [18] M. Fauzi Ramadhan, "Pengantar Ilmu Hukum." 2016.