

JURNAL CITA HUKUM

Indonesian Law Journal



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Legal Characters of Partnership Agreement 212 Mart*

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Abstract

Based on partnership principles, partnership agreements can take place when one or more people have the same interests and awareness to work together to achieve common interests. Although the national economic conditions are currently experiencing a significant decline with low public purchasing power, which is marked by the many closures of retail businesses, but the desire to build a business in the form of partnership in this sector in certain groups of people is still showing encouraging development. One of them is the spirit of partnership in the establishment of 212 Mart Supermarkets in Indonesia, especially Medan City. This study uses a normative juridical approach, which is nature descriptive because it seeks to explain clearly the pattern of the agreement of establishing 212 Mart supermarkets, where the population is 218 agreement documents. The sample selection was determined purposively because of the form and content of the same agreement from each investor from several 212 Mart Supermarkets that had been established in Medan City. Based on research shown that partnership agreement 212 Mart has several legal characters namely that partnership agreement 212 mart was identified as an unnamed (anonymous) agreement, reciprocal agreement, as an agreement which gave birth to new partnerships, and jamaat-based agreements.

Keywords: Legal Characters, Partnership, Agreement, 212 Mart

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Karakter Hukum Perjanjian Kemitraan Pendirian Swalayan 212 Mart Di Kota Medan

Abstrak:

Berdasarkan prinsip-prinsip kemitraan, perjanjian kemitraan dapat terjadi ketika satu atau lebih orang memiliki minat dan kesadaran yang sama untuk bekerjasama untuk mencapai kepentingan bersama. Meskipun kondisi ekonomi nasional saat ini mengalami penurunan yang signifikan dengan daya beli masyarakat yang rendah, yang ditandai dengan banyaknya penutupan bisnis ritel, tetapi keinginan untuk membangun bisnis dalam bentuk kemitraan di sektor ini dalam kelompok orang tertentu masih menunjukkan perkembangan yang menggembirakan. Salah satunya adalah semangat kemitraan dalam pendirian Swalayan 212 Mart di Indonesia, khususnya Kota Medan. Penelitian ini menggunakan pendekatan yuridis normatif, yang sifatnya deskriptif karena berupaya menggambarkan secara jelas pola perjanjian pendirian Swalayan 212 Mart, di mana populasinya merujuk pada 218 dokumen perjanjian. Pemilihan sampel ditentukan secara purposif karena bentuk dan isi perjanjiannya serupa dari masing-masing investor dari beberapa Swalayan 212 Mart yang telah didirikan di Kota Medan. Berdasarkan penelitian menunjukkan bahwa perjanjian kemitraan 212 Mart memiliki beberapa karakter hukum yaitu bahwa perjanjian kemitraan 212 mart diidentifikasi sebagai perjanjian tanpa nama, perjanjian timbal balik, sebagai perjanjian yang melahirkan kemitraan baru, dan perjanjian berbasis jamaah.

Kata kunci : Karakter Hukum, Perjanjian, Kemitraan, 212 Mart

Юридический характер договора о партнёрстве строительства супермаркета 212 в городе Медан

Аннотация:

Основанный на принципах партнёрства, договор о партнёрстве может заключаться, когда один или несколько человек имеют одинаковые интересы и осведомленность о совместной работе с целью достижения общих интересов. Хотя текущее состояние экономики страны значительно ухудшилось из-за низкой покупательской способности, которая отмечена высоким количеством провала розничных предприятий, однако стремление построить бизнес в форме партнёрских отношений в этом секторе для нескольких определенных групп людей всё ещё проявляет обнадеживающее развитие. Одним из них является партнёрство в строительстве супермаркетов 212 в Индонезии, особенно в городе Медан. В этом исследовании используется нормативно-юридический подход посредством описательного характера, поскольку оно стремится чётко описать схему договора о строительстве супермаркетов 212, где их совокупность ссылается на 218 документов соглашения. Выбор образца был определён целенаправленно, потому что форма и содержание договора от каждого инвестора из нескольких супермаркетов 212, которые были построены в городе Медан, являются одинаковыми. На основании исследования показывается, что договор о партнёрстве супермаркетов 212 имеет несколько юридических характеров, а именно то, что договор о партнёрстве супермаркетов 212 идентифицируется как договор без указания имени, договор на основе взаимности, договор, который породил новое партнёрство, и коллективный договор.

Ключевые Слова: юридический характер, договор, партнёрство, супермаркет 212

Introduction

A partnership is as a nonregulated form of association (Seitanidi, 2010: 5), today a widespread social phenomenon that constitutes a process of joint decision-making in a number of spheres that were previously considered part of the public policy realm (Waddock, 1988: 5). Partnerships in a business relationship today are a necessity. Through partnerships that begin with the same intentions and goals, a partnership will be created based on the principles of equality, transparency and mutual benefits between the parties (Wibisono, 2007: 103). Partnerships in social and business activities have long been known in Indonesian society, but more often referred to as cooperation or mutual cooperation.

Partnerships are not merely translated as cooperation, but partnerships have patterns, have strategic values in realizing the success of a business in implementing modern management (Kamil, 2006: 1). A partnership can provide a means of developing strategic direction and coordination, affording a scale and integration of services that is impossible for any actor operating alone (Brinkerhoff, 2002: 20). Partnerships have seen as a business strategy (Hapsah, 1999: 43), so the success of partnerships is primarily determined by the existence of compliance among the partners in running business ethics. The business ethics is expressly stipulated in a cooperation agreement (partnership) agreed upon and signed by the partners.

Although the national economic conditions are currently experiencing a significant decline with low public purchasing power, which is marked by the many closures of retail businesses, the desire to build a business in the form of partnership in this sector in certain groups of people is still stretching and showing encouraging development. One of them is the spirit of partnership in the establishment of 212 Mart Supermarkets in Indonesia, especially Medan.

The idea of establishing a 212 Mart Supermarkets in Indonesia was closely related to the concept of creating the Cooperative Sharia 212 which was born after the mass Islamic movement to defend Islam and the ulama which was held on 2 December 2016. The December 2, 2016 movement (known as the 212 movements) kept the spirit of moving the economy of the people based on the strength of the Muslim community itself, thus giving birth to the Sharia Cooperative.

Business activities that are based on the principle of kinship are not impossible in the future to lead to legal conflicts that gave birth to divisions among members of the community as the primary investor Supermarket 212

Mart, because it involves many people (communities and worshipers), the partnership agreement is seen as very unique with all its advantages. Therefore, it is interesting to see more deeply how the legal character of the partnership agreement was the establishment of 212 mart supermarkets from a juridical perspective.

This study aims to determine the legal character of the business partnership agreement establishing 212 Mart Supermarkets. Through this research, it is expected that the parties bound in partnership relations in the establishment of 212 Mart Supermarkets in Medan City can understand their respective rights and obligations as stated in the business cooperation agreement (partnership) and always strive to perfect or correct any deficiencies found in the contract for the sake of business continuity which has led to the improvement of the people's economy.

Definition of Agreement

The agreement terminology known in Indonesian Civil Law is a translation of the word "*overeenkomst*" (Dutch) which has the same meaning as an agreement (Subekti & Tjitrosudibio, 2003: 338). The agreement is formulated in Article 1313 of the Code of Indonesian Civil Law (the CICL), which is an act in which one person or more ties himself to one or more other people. The occurrence of conformity of will can be either oral or written. The engagement will be born when the proposal or offer from one party gets approval (acceptance) by the other party.

Based on the article above it can also be understood that the agreement is said to be a legal act, or every act is seen as an agreement, even though in reality not all actions are legal actions and also not all actions are preceded by an agreement. The agreement is a legal action if the act causes legal consequences and this is acknowledged by Herlien Budiono, where he calls the agreement a legal act that raises, changes, or negates rights, or creates a legal relationship (Budiono, 2011: 3).

Subekti provides agreement formulation as a legal event between two parties or more based on an agreement to cause legal consequences (Subekti, 2002: 1). On the other hand, Abdulkadir Muhammad formulated an agreement of agreement between two or more parties where they bound each other to carry out material things in the field of wealth (Muhammad, 2010: 290).

The CICAL), besides introducing the term agreement, also recognizes the term engagement which is a translation from the Dutch language, namely "*verbintenis*." Where the two terms have different meanings. Commitment means binding things between one person and another person (Muhammad, 2010: 290). The name of this engagement is used for a legal relationship between two parties, where one party has the right to demand something from the other party, and the other party is obliged to fulfill that demand (Subekti, 2002: 1). Thus, the essence of the engagement is when something offered by one party is then accepted by the other party so that the parties become bound and must fulfill what has been agreed upon, both regarding rights and obligations.

Partnership and Partnership Agreement

The term partnership is not an original term in Indonesian but comes from an English term, namely a partnership with the original word "partner," which means allies, friends, colleagues, partners (Wojowasito, 2007: 279). A partnership is an "association of two or more persons to carry on as co-owners a business for profit (Schneeman, 2012, p.53). At present, the term partnership, which is translated in Indonesian language as "*persekutuan, perkongsian or permitraan*," (Sulistiyani, 2004: 129) has become a term often heard in discussions in the fields of law or economic. Based on these terms, partnership can be interpreted as a form of agreement between two or more parties that forms a bond of cooperation/cooperation on the basis of agreement and a sense of mutual need in order to increase capacity in a particular business field so that it can obtain better results (Sulistiyani, 2004: 129). Cooperation itself is interpreted as an interaction that is very important for humans because the essence of human beings cannot live alone without others so that he always needs other people. Collaboration can take place when a person or group concerned has the same interests and has the awareness to work together to achieve their interests (Sulistiyani, 2004: 129). However, the cooperation intended in the term partnership is partnership or cooperation in business or business.

According to Small Business Act Nomor 9 of 1995, Article 8 paragraph 1 which reads "partnership is business cooperation between small businesses and medium-sized businesses or with large businesses accompanied by guidance and business development by medium-sized businesses or large businesses about the principle of mutual need, mutually reinforcing, and mutually beneficial. According to the Micro, Small, and Medium Enterprises Act No.20 of 2008 (the MSMEs Act No. 20 of 2008), Article 1 point 13 states that partnership

is cooperation in business relations, both directly and indirectly, on the basis of the principle of mutual need, trust, strengthen and benefit involving micro, small and medium business actors with large businesses.

Brinkerhoff argues that partnership is promoted both as a solution to reaching efficiency and effectiveness objectives and as the most appropriate relationship as defined by value-laden principles (Brinkerhoff: 216). Based on a review of the literature, partnership can be defined as a dynamic relationship among diverse actors, based on mutually agreed objectives, pursued through a shared understanding of the most rational division of labor based on the respective comparative advantages of each partner. The partnership encompasses mutual influence, with a careful balance between synergy and respective autonomy, which incorporates mutual respect, equal participation in decision-making, mutual accountability, and transparency (Brinkerhoff: 216).

The partnership in the implementation of modern management is seen as an understanding of program management, the knowledge of the strategy of developing programs among multi- institutions is the first significant factor that should be a concern. Therefore, among the partner institutions, there must be the main actors of the activity, as institutions/people who are responsible for the success of the program (actions). The shortcomings and advantages possessed by each institution/person are part of cooperation to cover each other, add to each other, and mutually beneficial (mutualism). Partnerships can be carried out in technology transfer, knowledge or skills transfer, resource transfer (human), learning exchange, capital transfer, or various things that can help so that they are integrated into a complete form (Kamil, 2006: 2).

The current partnership has become a concern of all parties because the partnership is one aspect in the growth of the business climate for the development of small and medium enterprises through "empowerment" to obtain increased income and business capacity and increase the competitiveness for small and medium businesses or large businesses. Empowerment is accompanied by improvement and development by medium-sized companies or large businesses by taking into account the principle of mutual need, mutual reinforcement, and mutual benefit. This partnership is an action and business relationship to raise small enterprises to rationally.

The Partnership Agreement is a new term known in the Indonesian civil law dictionary. The term new partnership was discussed in the 1990s, namely since the pattern of a kind of nucleus plantation obtained funding sources labeled Primary Cooperative Loans for Members through the Cooperative Department (Fadjar, 2016: 47). In everyday business practices among business

people recognize the types of agreements with various conditions, some call it a Business Cooperation Agreement, Operational Cooperation Agreement, and Partnership Agreement.

Juridically, the Partnership Agreement is an agreement known in the MSMEs Act No. 20 of 2008. If the partnership referred to in Article 1 number 13 of the MSMEs Act No.20 of 2008 is defined as "cooperation in business relations, both directly and indirectly, based on the principle of mutual need, trust, strengthen and benefit involving Micro Business actors, Small and Medium with Large Businesses.

Based on the definition of the Partnership Agreement above, it can be understood that the partnership agreement takes place between two or more parties, where one of them is a Micro, Small and Medium Business actor or even a Large Business. While other parties may be individuals, civil associations, specific community communities, similar SMEs, or other non-legal entities where the parties pledging have a business relationship, directly or indirectly, provided that the cooperation is carried out by adhering to the principle the applicable partnership principles such as the principle of mutual need, trust, strengthen and benefit between the parties as long as the partnership agreement takes place.

The partnership agreement recognizes several vital principles. First is the principle of equality or balance; the second is the principle of transparency, and the third is the principle of mutual benefit (Wibisono, 2007: 103). Other experts say that the principles in a partnership agreement are at least six principles. First, have the same goal (common goal); second, mutual benefit (Guest & Peccei, 2001); third, mutual trust (mutual trust); fourth, is open (transparency); fifth, has a long term relationship (long term relationship); and sixth, continually make improvements in quality and price or cost (continuous improvement in quality and cost) (Indrajit & Djokopranoto, 2003: 51-54).

Methodology

This research was conducted in Medan City, North Sumatra Province with a normative juridical approach by relying on primary legal material in the form of agreement documents or partnership contracts for the proceeds of 212 Mart. This study has a descriptive nature because it seeks to explain clearly the legal characters of the partnership agreement for the establishment of 212 Mart supermarkets, which is approximately 575 agreement documents which are used as populations, but the sample selection was determined purposively

because of the form and content of the same agreement from each investor from the 8 Supermarkets 212 mart that had been established in Medan City. The data obtained will then be analyzed qualitatively.

Result and Analysis

Early Ideas for Establishment of Supermarkets 212 Mart

The idea of establishing the Supermarkets 212 Mart was initiated by the Muslim movement in action on November 4, 2016 (known as movement 411), then followed by a demonstration on December 2, 2016 (known as movement 212). This movement was triggered by the emergence of acts of blasphemy (Al-Qur'an) by one of the public officials which caused unrest among Muslims. Muslims should be grateful and grateful for the blasphemy of the Koran (Surat Al-Maidah) which occurred some time ago which then caused an unusual reaction from Indonesian Muslims to love and practice the teachings of their religion which might have been ignored. This movement has become a momentum and has a very positive impact and has great wisdom for Muslims in Indonesia. The very positive effect is that Muslims are sensitive to the concept of religion that is good and right. This is evidenced by the number of uploads on social media relating to religion, the full Islamic-based sites visited by social media users as if they are thirsty for information about Islamic and continues to want to learn and learn (Rusmiyanti, 2018). The movement 212 consciously or not has influenced the religious perspective and added insight into a religion that has rarely been raised and may not have cared enough. In other words, Muslims are "suddenly aware of religion," and this is very positive.

Important events of movement 212 which were attended by millions of people in Jakarta or coincided with December 2, 2016, indicating that Muslims can unite. The enthusiasm continues for positive things, one of which is to build the people's economy. Sharia Cooperative 212 is a National Primary Cooperative established by Muslim leaders as an implementation of the spirit of Action 212 which is full of brotherhood and togetherness. This spirit is then manifested in the effort to make the Sharia Cooperative 212 a forum for the economic struggle to achieve people's financial independence. The Sharia Cooperative 212 was established on January 6, 2017, namely when the Grand Launching of Sharia Cooperative 212 in Al-Hambra Room, Andalusia Islamic Center, Sentul City, Bogor. At that time people gathered, such as Kyai Ma'ruf Amin, Ustad Bachtiar Nasir, Ustad M. Zaitun Rasmin, Kyai Misbahul Anam,

Ustad Didin Hafidhuddin, Dr. M. Syafii Antonio, and many other people (koperasisyariah212.co.id,2018).

The inaugural meeting of the founders was held on January 10, 2017, which was attended by 24 founders. The inaugural meeting resulted in the decision of the Sharia Cooperative 212 Articles of Association and the first-time personnel structure of the Sharia Cooperative 212. For the results of this Founder Meeting through a Notary, reported to the Ministry Cooperatives and SMEs as government representatives who handle cooperatives. It was only then validated according to Indonesian law on January 24, 2017, based on the Decree of the Minister of Cooperatives and Small and Medium Enterprises Number 003136/BH/M.KUKM.2/I/2017 and Deed No. 02 January 10, 2017, made and delivered by Notary Surjadi, SH., MKn., MM and received on January 19, 2017. The issuance of the Decree of the Minister of Cooperatives above was determined by the chairman of the Sharia Cooperative 212 namely Syafi'i Antonio, while the vice-chairman carried out by Mr. Valentino Dinsi (koperasisyariah212.co.id, 2018).

Valentino Dinsi explained the reason for choosing the Cooperative concept as a form of business entity that is used. First, the cooperative way of the business wants to realize the economy of the people for the Ummah. Secondly, the requirements and licensing of the Cooperative business entity are more comfortable and faster to achieve (koperasisyariah212.co.id,2018). The birth of Sharia 212 Cooperative was encouraged because of the weak economic condition of Muslims in Indonesia. This phenomenon aroused experts, especially sharia economists, to rise and move against the economic inequality of the people, whose circumstances were very alarming lately (Swamedium, 2018).

The Sharia 212 Primary Cooperative was established to support all the needs of the people and empower all potential Muslims in Indonesia. Activities include fund collection and management, such as financial institutions that hold essential savings and mandatory savings. It will also develop businesses such as the property business, franchising, mini markets, investments such as mutual funds, and others.

Some Legal Character of Partnership Agreement 212 Mart in Medan City

Partnership Agreement 212 Mart as an Unnamed Agreement

According to Small Business Act No. 9 of 1995, Article 8 paragraph 1, partnerships are business cooperation between small businesses and medium-

sized businesses or with large companies accompanied by guidance and business development by medium-sized companies or large businesses by taking into account the principle of mutual need, mutual reinforcement, and mutually beneficial.

The current partnership has become a concern of all parties because the partnership is one aspect in the growth of the business climate for the development of small and medium enterprises through "empowerment" to obtain increased income and business capacity and increase the competitiveness for small and medium businesses or large businesses. Empowerment is accompanied by improvement and development by medium-sized companies or large businesses by paying attention to the principle of mutual need, mutual reinforcement, and mutual benefit. Thus, the partnership is an action and business relationship to raise small businesses rationally.

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Partnership agreements or often referred to as cooperation agreements in business are new terms in the treasury of treaty law in Indonesia. This type of contract also has not yet received a strict arrangement in the laws and regulations, not even including the agreement stipulated in the CICL, it also found no settings in the Code of Commercial Law (the CCL). Because it is unknown and not strictly regulated in the two legal codifications above, the partnership agreement or business cooperation agreement is categorized as a type of unnamed agreement. As a type of unnamed agreement, the partnership agreement or business collaboration is in the same position as other agreements not regulated in the law, such as leasing agreements, franchises, licenses, lease purchases, and others.

An unnamed (anonymous) agreement is an agreement that has not explicitly been regulated in the Act because it is not regulated in the CICL and the CCL. The birth of this agreement in practice in the community was driven by the need for parties to the understanding and its existence based on the principle of freedom of contract. Even so, the existence of this type of agreement

is also little mentioned in Article 1319 of the CICL, where it is explained that "all agreements, both those with special names and those not known by a particular name, are subject to general regulations contained in this chapter and other chapters." Lawmakers are aware of the emergence of new types of agreements in the future in addition to those named in the law. Awareness of this is given the limitations of the legislators themselves in accommodating the times in the business and trade world. So that legislators deliberately include the provisions of Article 1319 of the CICL to anticipate business development and law in the community, whatever type of agreement that arises in the future must still be subject to general provisions regarding engagement as regulated both in the CICL and the CCL.

An unnamed agreement is part of the agreement law in general. The arrangement system for unnamed agreement is also the same as the agreement arrangement in general (Article 1319 of the CICL), namely an open system. This is more explicitly concluded from the provisions contained in Article 1338 paragraph (1) of the CICL (Simamora, 2005: 7) which confirms that "all agreements made following the law apply as laws for those who make them."

Partnership Agreement 212 Mart as a Reciprocity Agreement

A partnership agreement in the framework of establishing 212 Mart Supermarkets in Medan City, if it is observed from the pattern of fulfilling its achievements, it can be categorized as a reciprocal agreement. It was said as reciprocal agreement because both of each of them performed well. In a partnership agreement like this, the investor community (the first party) is obliged to submit a sum of money or capital according to its ability which is referred to as shares, while on the other hand (the second party) represented by PT. Berkah Anak Negeri (PT.BERANI) , it is responsible for managing the 212 Mart Supermarkets business according to the principles of proper business management.

According to Mariam Darus, reciprocal agreements are agreements that result in the emergence of essential obligations for the parties involved (Badruzaman, 1994: 19). In general, a lead agreement is indicated by an act committed by the first party to another party, and the other party then repays it by committing specific actions desired by the first party. Thus, in this agreement no one is harmed by another party; both of them enjoy the results of the contract. Reciprocal agreements in leases, for example (Article 1548 of the Civil Code), affirm that one party binds itself to another party to provide the

other party with the enjoyment of an item, during the specified time and with the payment of a price by the party who enjoys the agreed-upon amount. One party must hand over the goods to be enjoyed by the other party, and the other party is obliged to pay the agreed rental price (Subekti, 1995: 39-40).

Partnership Agreement 212 Mart Gives Birth to a New Partnership

When there is a plan to establish a 212 Mart Supermarkets in each city or district, it is always preceded by the establishment of 212 communities, where members of this community consist of official members of the 212 Sharia Cooperative based in Bogor, West Java. The establishment of the 212 community is mandatory to facilitate coordination for each member in the tens of thousands and spread throughout the territory of Indonesia. Therefore, each region forms or establishes a new community as one of the strategies to build strength and friendship among members; then each member must socialize the existence of this community as an integral part of Koperasi Syariah 212 with the aim of economic empowerment of the community. The success of members in inviting and disseminating community existence and activities will immediately increase the number of people who join forces and become community members and Cooperative Sharia 212 and if necessary, form new communities with a smaller scope.

Regarding social life, many definitions explain the meaning of community. The term community word comes from the Latin *communitas* which comes from the word "communist," which means society, public or many people. At least the definition of community can be approached through; first, formed from a group of people; second, interacting socially among members of the group; third, based on the similarity of needs or goals in themselves or among other group members; fourth, the existence of individual regions that are open to other group members, for example time (Nasrullah, 2012: 138). Communities can be defined as individual groups of people who live in a particular area, have the same culture and lifestyle, are aware as a whole, and can collaborate in their efforts to achieve their goals (Cohen, 1992: 135).

Each opening or establishment of 212 new Marts, gave birth to a new community with members who were the same or different, both those who were officially registered as members of the 212 Sharia Cooperative centers, or who were not yet registered. Those who have not yet registered will then be invited to register voluntarily to become the official Sharia Cooperative 212 center members by visiting the official website www.koperasisyariah212.co.id

or through the application that is already available. These communities will continue to exist after being inaugurated and the operation of 212 new Marts until they are agreed upon to be dissolved. New communities will always increase as you grow or plan for the establishment of 212 new Marts. When viewed from a legal perspective, the 212 communities formed so far are the forerunners of a business entity or a simple form of a business entity commonly called a local association (partnership).

Based on Indian Partnership Act of 1932, section 4 states that partnership is a relationship between people who have agreed to share business profits that are carried out by all or one of them and act for all. According to United Kingdom Partnership Act of 1890, section 1 (1) states that partnership as a relationship that has a definition among people who run the same business with partnerships aimed at gaining profit.

Partnership in legal provisions in Indonesia is known as "fellowship; association" regulated in Articles 1618-1652 of the CICL. The fellowship is often defined as the most uncomplicated partnership in a business regulated in Article 1618 of the CICL, which is expressed as an agreement between two or more people, binding themselves to include something (capital) in a partnership to divide the profits that are due. In short, the partnership or fellowship is defined as a voluntary agreement between two or more people who are competent to place their money, securities, labor, and skills or some or all of them in legitimate business with the understanding that there will be profit sharing among them in the future.

According to the Indonesian legal system, the partnership that was born through an agreement in establishing 212 Marts was a Civil Society Alliance (in Dutch is referred to as *Burgelijke Maatschap*) and was classified as a general Civil Alliance as stipulated in Article 1622 of the CICL. This public civil partnership, although not prohibited from being used as a business vehicle or business entity, but in this case its existence is only as an "association of people" to gather as many people or members as possible while uniting perceptions and strengths in order to develop new plans in business mutual interests of members of the fellowship, which for now is still focused on the proposal to establish 212 Mart in Medan City.

Until now, there are approximately 29 officially certified communities in the North Sumatra region that have spread throughout the territory of Indonesia. The number of communities currently officially in the North Sumatra region is 11 (eleven) communities. All of these communities are governed by the Central Sharia Cooperative 212 Decree with a chairperson.

Business Membership of 212 Mart was Jamaat-Based

Establishment of Supermarkets 212 Mart, instead of being community-based as described above, is also based on worshippers. Plans for the establishment of 212 Mart Supermarkets in the City of Medan are carried out through the dissemination of information through lectures, discussions held in certain places such as mosques, *mushalla*, government offices, the private sector, *majelis ta'lim*, and even professional associations. Members of the mosque congregation, *majelis ta'lim*, and other community members who live around the establishment of 212 Mart Supermarkets are enlightened and then invited to become part of the people's economic movement to increase the welfare of pilgrims and to increase financial independence among the ummah in general. Through small discussions involving these pilgrims then gave birth to a new community that is identical to the term Civil Alliance as stipulated in Article 1622 of the CICL. The congregation who later joined this community will then become investors or owners of outlets (212 Mart) who play an active role as the primary consumers who at any time visit and shop for necessities in their own supermarkets. If the congregation has become an owner, of course, the sense of responsibility to always enliven and grow their business will be blazing and reluctant to spend their money except in their own supermarket.

The Sharia Cooperative was established based on principles of Islamic economics and other several fundamental principles which are strictly related to each other. Islamic economic principles such as the principle of monotheism (*tawheed*) and brotherhood (Choudhury, 1982: 90) are the main principles that underlie the establishment of cooperative sharia 212. Some of the laws are partnership, competency, professional, sharing, giving and good governance (Brinkerhoff & Brinkerhoff, 2011). Sharia Cooperative 212, in addition to standing on the foundation or principles as mentioned above, the management is also based on 3 (three) main motto namely trust (*Amanah*), congregation (*berjamaah*) and noble (*izza*).

Amanah means that the Cooperative 212 management must be carried out with full trust. All human beings involved in it must be competent human resources. Management must be equipped with a set of System Operating Procedures (SOPs) and excellent manuals. The administration must be accompanied by a Supervisory Board, Sharia Advisors, and Supervisors as well as various complementary Committees such as the Investment Committee, Audit Committee, and Remuneration and Promotion Committee. Periodically the Management and management must provide reports to members, regulators and the public.

The congregation means that the Sharia Cooperative 212 must be able to accommodate as much as possible the potential and aspirations of the economic awakening of Muslims in particular and the Indonesian nation in general. Cooperatives must be shared, not controlled by a handful of individuals or groups. Sharia Cooperatives 212 must also benefit as many Indonesian Muslims as possible and the world.

Izzah means glory and glory. In the level of individuals, beauty means fulfilling all the needs of clothing, shelter, education, health, and transportation of members. At the national level, Indonesia and Muslims must be a nation that is dignified and economically independent. This is reflected in self-sufficiency in food and energy, high exports, a surplus in the trade balance, the low level of the poor rich in the gap ratio, the flat absolute unemployment rate and the smaller number of unfortunate and pre-prosperous family gaps.

Basically, the establishment of 212 Mart Supermarkets relies heavily on the role of many members of the congregation and community. The community in question is of course prioritized by the people who have been officially registered as members of the 212 Sharia Cooperative Center and all Muslims who share the same aspirations to empower the economic community. The concept of society in the establishment of Supermarkets 212 is following one of the principles and motto of the Sharia Cooperative, namely congregation.

Conclusion

Based on a juridical perspective, the partnership agreement to establish a 212 Mart Supermarket in Medan City was identified as having several legal characteristics based on the applicable partnership principle. Some of the legal characteristics referred to are that the partnership agreement 212 Mart was identified as an unnamed (anonymous) agreement, reciprocal agreement, as an agreement which gave birth to new partnerships, and jamaat-based agreements.

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