INTERNATIONAL JOURNAL OF JUDICIAL LAW

Legal Implications of Well-Known Trademark Licensing Agreements on Trademark Disputes in Indonesia

Fitria Susiani [1*], Lalu Muhammad Hayyanul Haq [2], Abdul Atsar [3]
[1-3] Master's Program in Notary Law, Faculty of Law, Social Sciences, and Political Sciences, University of Mataram, Mataram, West Nusa Tenggara, Indonesia

* Corresponding Author: **Fitria Susiani**

Article Info

ISSN (online): 2583-6536
Volume: 05
Issue: 04
Received: 03-05-2026
Accepted: 01-06-2026
Published: 02-07-2026
Page No: 39-44

Abstract
A trademark serves as a distinctive sign in commercial activities and holds significant economic value. In business practice, trademark owners may grant permission to other parties to utilize their marks through licensing agreements. However, in its implementation, licensing agreements frequently give rise to disputes between trademark owners and licensees. This study aims to analyze two primary issues: first, the essence of well-known trademarks according to the judges' considerations in the Supreme Court Decision No. 1758 K/Pdt/2010 concerning trademark licensing agreements; second, the legal implications and remedies in handling disputes related to well-known trademark licensing agreements. This study employs a normative legal research method using a statutory approach and a case approach, analyzing the provisions in Law Number 20 of 2016 concerning Trademarks and Geographical Indications. The results indicate that legal protection for well-known trademarks aims to safeguard the exclusive rights of the trademark owners. The judges ruled that the licensee has no right to use the trademark once the licensing agreement has expired or if the licensee fails to fulfill the agreed obligations.

DOI: https://doi.org/10.54660/IJJL.2026.5.4.39-44

Keywords: Licensing Agreement, Well-Known Trademark, Trademark Dispute, Legal Protection

Introduction

A trademark represents a form of intellectual property that plays a pivotal role in the trade of goods and services. It serves not only as an identifier but also as a symbol of identity that distinguishes a company's products from those of its competitors. A high brand value reflects the reputation, quality, and image of a product in the eyes of consumers. The presence of a strong trademark can influence consumer perceptions and preferences while fostering loyalty toward specific goods or services. In a business context, a trademark is widely regarded as the "soul" of a product, providing a distinct identity and facilitating consumers in making informed purchasing choices. [1]

Historically, trademarks were utilized as markers of ownership or indicators of the origin of goods, such as distinct brands on livestock or cargo transported via maritime routes. Over time, the role of a trademark has shifted into a valuable asset eligible for comprehensive legal protection. This paradigm shift demands clear legal safeguards for both trademark holders and licensees. In the contemporary digital era, the necessity for trademark protection has escalated significantly as an effort to mitigate counterfeiting and unfair business competition practices. [2]

Pursuant to Law Number 20 of 2016 concerning Trademarks and Geographical Indications, a trademark is defined as a

[1] Adawiyah, "Pengaturan Hak Kekayaan Intelektual Dalam Masyarakat Komunal di Indonesia," Repertorium: Jurnal Ilmiah Hukum Kenotariatan 10, no. 1 (2021): 1–16.
[2] Dara Quthni, "Refleksi Penegakan Hukum Dan Keadilan," Jurnal Hukum dan Keadilan 3, no. 2 (2019).

graphically representable sign consisting of images, logos, names, words, letters, numerals, color arrangements, two-dimensional or three-dimensional forms, sounds, holograms, or a combination thereof, to distinguish goods and/or services. Legal protection is granted to trademarks registered in the General Register of Trademarks, conferring an exclusive right that can be exercised independently or licensed to other parties. Trademark licensing enables third parties to utilize well-known marks with the owner's consent, rendering the legal aspects of license utilization highly crucial in preventing disputes and unfair competitive practices. The element of distinctiveness is an absolute prerequisite for registration. A trademark with a clear distinctive character provides an identity to the product and functions as a promotional tool as well as a quality assurance. Furthermore, trademarks are categorized into trademarks (for goods) and service marks. The registered owner of a trademark or service mark holds exclusive rights, including the right to grant licenses to other parties. This exclusive right establishes the foundation for legal protection and prevents unauthorized third parties from using confusingly similar marks. [3]

The implementation of a trademark on a product is a critical strategy for business actors to build corporate image and reputation. A registered trademark grants exclusive rights that allow the trademark owner or licensee to utilize, manage, and safeguard the mark against unauthorized exploitation by other parties. With this legal protection, business actors can securely expand their businesses, prevent unfair competition, and maintain the economic value of their marks. [4] The licensing of well-known trademarks has a significant legal impact on trademark disputes. Through a licensing agreement, the utilization of a mark by another party is legally regulated, thereby minimizing the potential for infringement or unfair competition. The licensee is obligated to use the mark in accordance with the agreement, while the trademark owner (licensor) retains supervisory rights. If the license is exercised beyond the stipulated terms, it can trigger legal disputes. Consequently, a licensing agreement plays a vital role as a preventive mechanism in trademark legal protection. [5]

Within the context of well-known trademark protection, Indonesian law incorporates the principle of good faith in trademark registration. An applicant for registration must possess honest intentions and refrain from imitating or capitalizing on the reputation of another party's mark. A valid licensing agreement must be anchored in this principle to ensure that well-known trademark holders remain protected and that the implementation of the license does not generate future disputes. A violation of the good faith principle can serve as a legal ground for a trademark invalidation lawsuit or claims against unauthorized license utilization. [6]

A pertinent case study is the trademark dispute of "Cap Kaki Tiga," which stands as one of the most controversial intellectual property cases in Indonesia. This case is notable as it involved foreign and local entities, licensing conflicts, trade competition, and a Supreme Court decision that drastically altered the legal status of the trademark. Furthermore, this case illustrates how trademark regulations in Indonesia can collide with the state symbols of another nation, despite the mark having been extensively used for decades. The "Cap Kaki Tiga" product originally originated from Wen Ken Drug Co. Ltd., a pharmaceutical company from Singapore that manufactured herbal cooling water, which subsequently gained widespread recognition in Indonesia.

In its development, the Supreme Court delivered a monumental ruling, declaring among other things that:

1. The "Cap Kaki Tiga" logo was deemed to resemble the state emblem of the Isle of Man.
2. The "Cap Kaki Tiga" trademark was officially invalidated.

In line with the development of global trade flows, Indonesia has ratified the Paris Convention and the TRIPS Agreement. This ratification underscores Indonesia's commitment to respecting international standards concerning intellectual property rights, including the protection of well-known trademarks. In practice, well-known trademark licensing agreements serve as a crucial instrument for corporations to execute business expansion, avert disputes, and comply with international regulations. Thus, licensing does not merely possess high economic value but also provides legal certainty in the utilization of well-known trademarks in Indonesia. [7]

Based on the background described above, the authors formulate two primary research questions as follows:

1. What is the essence of a well-known trademark according to the judges' considerations in the Supreme Court Decision No. 1758 K/Pdt/2010 concerning trademark licensing agreements?
2. What are the legal implications and remedies in handling disputes related to well-known trademark licensing agreements?

Research Method

This study employs a normative legal research method with a descriptive-analytical design to comprehensively examine theories, legal principles, and legal norms (law in abstracto) concerning trademarks, licensing, and trademark disputes. The approaches applied in this research include:

1. **Statutory Approach:** examining relevant regulations, specifically Law Number 20 of 2016 concerning Trademarks and Geographical Indications.
2. **Conceptual Approach:** analyzing the concept of legal

[3] Johnny Ibrahim, Hukum Dan Persaingan Usaha: Filosofi, Teori Dan Implikasi Penerapannya Di Indonesia (Malang: Bayumedia, 2006), 17.

[4] Rizky Arjuna Girsang, "Peranan Hukum Dalam Pembangunan Ekonomi Di Indonesia Berkaitan Dengan Pembentukan Undang-Undang Nomor 5 Tahun 1999 Tentang Larangan Praktek Monopoli Dan Persaingan Usaha Tidak Sehat," Logika: Jurnal Penelitian Universitas Kuningan 12, no. 01 (2021): 1–8.

[5] KPPU, "Tinjauan Prinsip Itikad Baik Dalam Upaya Perlindungan Hukum Sengketa Merek (Studi Putusan Nomor 3/Pdt. Sus. Hki/Merek/2022/PN Niaga Mdn)," UNES Law Review 6, no. 2 (2023): 4516–4523.

[6] Johnny Ibrahim, Hukum Dan Persaingan Usaha: Filosofi, Teori Dan Implikasi Penerapannya Di Indonesia (Malang: Bayumedia Pub., 2006),

[7] Anton Hermansyah, "Cap Kaki Tiga brand pulled for resembling Isle of Man logo," The Jakarta Post, September 14, 2016, https://www.thejakartapost.com/news/2016/09/14/cap-kaki-tiga-brand-pulled-for-resembling-isle-of-man-logo.html.

certainty, treaty theory, and the doctrine of well-known trademarks.

3. **Case Approach:** analyzing the Supreme Court Decision No. 1758 K/Pdt/2010 to understand judicial practices regarding well-known trademark licensing disputes.
4. **Comparative Approach:** comparing regulations on license registration, the legal standing of licensees, and the effectiveness of dispute resolution to provide recommendations for legal reform in Indonesia.

The data collection technique was conducted through literature study to gather primary legal materials (statutes and court decisions) and secondary legal materials (books, journals, and legal doctrines). [8] Adhering to Peter Mahmud Marzuki's framework, normative legal research is a process to discover legal rules and principles to generate prescriptive arguments for the issues addressed. [9] The collected legal materials were then analyzed qualitatively and systematically by interpreting the interconnectedness between regulations, legal doctrines, and judicial decisions regarding exclusive rights, licensing, well-known trademark protection, and dispute resolution mechanisms.

Discussion

1. The Essence of Well-Known Trademarks According to the Judges' Considerations in the Supreme Court Decision No. 1758 K/Pdt/2010 concerning Trademark Licensing Agreements

In intellectual property law, a trademark serves a crucial function as a distinctive sign that differentiates goods or services among business actors. Beyond identity, a trademark embodies high economic value representing reputation, quality, and consumer trust. Consequently, trademarks widely recognized by the public (well-known trademarks) necessitate robust legal protection. Through the Supreme Court Decision No. 1758 K/Pdt/2010, the judicial panel emphasized that well-known status does not solely rely on formal registration aspects but rather on the fulfillment of factual commercial indicators, such as an established reputation and extensive public recognition. [10]

A. Author's Juridical Analysis on the Essence of Well-Known Trademarks in Supreme Court Decision No. 1758 K/Pdt/2010

Juridically, the judges' approach in this decision aligns with the well-known marks doctrine, which aims to prevent imitation (passing off) or unauthorized exploitation of reputation (free-riding) by third parties. Well-known trademarks constitute highly valuable intangible assets for business entities. [11] This legal interpretation reflects a balance between legal certainty and consumer protection. Allowing trademark imitation triggers a likelihood of confusion regarding the product's source of origin, potentially undermining a fair business competition climate. From the perspective of positive law, this protective spirit is consistent with Law Number 15 of 2001 concerning Trademarks (the regulation in force at the time of the case), which was subsequently reinforced in Law Number 20 of 2016 concerning Trademarks and Geographical Indications. Both statutes explicitly prohibit the registration of marks that are confusingly similar or identical to another party's well-known trademark. [12]

B. Indicators of Well-Known Trademarks According to Supreme Court Decision No. 1758 K/Pdt/2010

In this case, the dispute centered on the utilization of the "Cap Kaki Tiga" trademark, which has long circulated in the Indonesian market as a herbal cooling water product. Based on the judges' considerations, the essence and indicators of the well-known trademark are classified into four primary elements:

1. **Level of Public Knowledge and Recognition:** The "Cap Kaki Tiga" product possesses a massive consumer base in Indonesia, granting it robust distinctiveness in the market.
2. **Reputation and Consumer Trust:** The trademark's reputation stems from consistent product quality and sustained promotional investments. Long-term usage generates high commercial goodwill for its owner.
3. **Scope of Legal Protection:** Given the high potential for material loss resulting from the imitation of dominant elements, the judges deemed this mark worthy of broader legal protection across various classes of goods to maintain legal certainty and a healthy business climate.
4. **Commercial Interconnectedness with Licensing Agreements:** The economic value of the "Cap Kaki Tiga" trademark is demonstrated by the existence of a licensing arrangement. A licensing agreement operates as a legal instrument granting commercial exploitation rights to the licensee, without negating the supervisory rights of the licensor.

C. Author's Evaluation of the Judicial Reasoning

The author posits that the judicial panel's decision in finding a "confusing similarity" between the contested mark and the "Cap Kaki Tiga" trademark constitutes a legally sound measure. The assessment of confusing similarity must not be limited to macro-visual aspects but must target the dominant features that potentially trigger a similar impression in the consumers' subconscious memory. This ruling reaffirms the judicial function in enforcing commercial boundaries: business actors are strictly prohibited from free-riding on the fame of well-known trademarks for unilateral gain. Consequently, the legal reasoning in this decision successfully reflects the dualism of intellectual property protection: safeguarding the exclusive economic rights of well-known trademark owners while shielding consumer rights from deceptive trading practices.

---

[8] Nadya Enjelin Kusuma and R. Rahaditya, "Tinjauan Prinsip Itikad Baik Dalam Upaya Perlindungan Hukum Sengketa Merek (Studi Putusan Nomor 3/Pdt. Sus. Hki/Merek/2022/PN Niaga Mdn)," UNES Law Review 6, no. 2 (2023): 4516–4523.
[9] Peter Mahmud Marzuki, Penelitian Hukum, Edisi Revisi (Jakarta: Kencana, 2017), 35.
[10] Putusan Mahkamah Agung Nomor 1758 K/Pdt/2010.
[11] Rachmadi Usman, Hukum Hak atas Kekayaan Intelektual di Indonesia (Bandung: Alumni, 2023), 325.
[12] Lihat Pasal 6 ayat (1) huruf b Undang-Undang Nomor 15 Tahun 2001 tentang Merek dan Pasal 21 ayat (1) huruf b Undang-Undang Nomor 20 Tahun 2016 tentang Merek dan Indikasi Geografis.

2. Legal Implications and Remedies in Handling Disputes Related to Well-Known Trademark Licensing Agreements

A. Legal Implications in Resolving Well-Known Trademark Licensing Disputes

Disputes in well-known trademark licensing agreements generally arise from breaches of rights and obligations, taking the form of either breach of contract (default) or infringement of exclusive trademark rights. The resolution of such disputes, through both litigious and non-litigious avenues, carries significant legal implications for the standing of the parties and the enforceability of the agreement.[13] In the "Cap Kaki Tiga" trademark dispute (Supreme Court Decision No. 1758 K/Pdt/2010), the judicial panel comprehensively weighed elements of confusing similarity, the level of the mark's renown, the likelihood of consumer confusion, and the presence of bad faith. The author analyzes that this decision yields three primary legal implications: strengthening legal protection for the economic rights of well-known trademarks, preventing future infringements, and establishing a progressive legal precedent for the intellectual property system in Indonesia.[14]

B. Judicial Considerations in Resolving Well-Known Trademark Licensing Disputes

1. Legal Basis for Judicial Decisions *(Dasar Hukum yang Digunakan Hakim dalam Memutus Perkara)*

In adjudicating disputes, judges integrate substantive intellectual property law with general contract law. The primary foundation utilized is Law Number 20 of 2016 concerning Trademarks and Geographical Indications, which guarantees the exclusive right of trademark owners to either utilize the mark independently or license it to third parties. However, since licensing is inherently a contractual relationship, judges also anchor their reasoning in the Indonesian Civil Code (KUHPerdata) regarding the essential elements for the validity of contracts and the doctrine of default. Through this integration, judicial practice does not merely rule on trademark infringement in abstracto, but evaluates the fulfillment of contractual performance based on commercial legal propriety.

2. Judicial Logic on Well-Known Trademark Protection

Indonesian law provides executive protection for well-known trademarks to counter imitative practices that harm the owner's commercial investment. In determining "well-known" status, judges assess factual indicators such as the level of public awareness, the duration of use, the intensity of promotion, and the reputation value (goodwill) in the market. In the "Cap Kaki Tiga" case, the judicial panel determined that similarities in dominant features with state emblems or other registered marks could mislead the public regarding the goods' source of origin. Consequently, judicial reasoning consistently links the protection of well-known trademarks with safeguarding consumers against deceptive trade practices.

3. Assessment of the Existence and Validity of the Licensing Agreement

A licensing agreement is a legal instrument transferring the right to enjoy the economic value of a trademark.[15] Pursuant to the Trademark Law, licensing agreements must be registered with the Directorate General of Intellectual Property (DGIP) to ensure their enforceability against third parties.[16] Furthermore, judges conduct an assessment against Article 1320 of the Indonesian Civil Code to verify the substantive validity of the contract. The courts scrutinize clauses regarding scope, duration, and territorial boundaries to evaluate whether the licensee acted beyond the scope of authority (ultra vires) granted by the licensor, which constitutes a contractual default.[17]

C. Author's Evaluation of the Court's Judgment

The author posits that the Supreme Court Decision No. 1758 K/Pdt/2010 reflects the dual functions of trademark law. Aligned with OK. Saidin's perspective, trademark protection bears a dual responsibility: safeguarding the owner's exclusive investment and shielding consumers from product misconception.[18] However, the author notes a critical caveat: determining the parameters of a "well-known trademark" in practice frequently incites juridical debates due to the absence of an absolute quantitative threshold in the statutory legislation. Hence, the consistency of judges in analyzing promotional data and market duration is vital. Legal protection for well-known marks must be positioned as a macro-instrument to uphold trade order and a healthy business competition climate, as emphasized by Sudargo Gautama. Consequently, the court's invalidation of the trademark in the "Cap Kaki Tiga" case demonstrates judicial decisiveness in resolving intellectual property disputes by transcending mere administrative registration formalities.

D. Legal Remedies in Adjudicating Well-Known Trademark Licensing Disputes

1. Preventive Measures in Precluding Trademark Licensing Disputes

Preventive measures constitute the initial safeguards implemented to avert the emergence of legal disputes before formal conflicts materialize. Within the framework of well-known trademark licensing, preventive actions are highly critical because trademarks encapsulate immense economic value, hard-earned commercial reputation, and consumer trust built over extensive periods. Consequently, a meticulously detailed and unambiguous licensing agreement serves as the primary mechanism to minimize potential friction between the licensor and the licensee. A comprehensive trademark license agreement must explicitly stipulate the exact rights and obligations of both parties, the precise scope of use, territorial boundaries, duration, strict product or service quality control standards, and designated dispute resolution mechanisms.

As posited by Gunawan Widjaja, a clear and exhaustive licensing contract effectively curtails divergent interpretations that might otherwise trigger future litigation.[19]

---

[13] Munir Fuady, Hukum Bisnis dalam Teori dan Praktik (Bandung: Citra Aditya Bakti, 2014), 112.
[14] Subekti, Hukum Perjanjian (Jakarta: Intermasa, 2005), 45.
[15] Gunawan Widjaja, Lisensi atau Waralaba: Suatu Panduan Praktis (Jakarta: RajaGrafindo Persada, 2003), 67.
[16] Lihat Pasal 42–43 Undang-Undang Nomor 20 Tahun 2016 tentang Merek dan Indikasi Geografis.
[17] Saidin, Aspek Hukum Hak Kekayaan Intelektual (Jakarta: RajaGrafindo Persada, 2015), 343.
[18] Sudargo Gautama, Hukum Merek Indonesia (Bandung: Citra Aditya Bakti, 1993), 120.
[19] Gunawan Widjaja, Lisensi atau Waralaba: Suatu Panduan Praktis (Jakarta: RajaGrafindo Persada, 2003), 87.

Under the Indonesian legal framework, this preventive mechanism is fortified by the statutory mandate of Law Number 20 of 2016 concerning Trademarks and Geographical Indications, which explicitly dictates that trademark licensing agreements must be officially registered with the Directorate General of Intellectual Property (DGIP) to establish their legal enforceability against third parties.

Furthermore, robust post-contractual monitoring by the licensor remains paramount. The trademark owner must ensure that the licensee consistently adheres to the predetermined quality standards to preserve the mark's commercial goodwill. In practice, a lack of strict quality control and oversight frequently catalyzes contractual disputes. This vulnerability was prominently highlighted in the "Cap Kaki Tiga" trademark dispute adjudicated under the Supreme Court Decision No. 1758 K/Pdt/2010, wherein the parameters of license utilization and the preservation of brand reputation became core considerations of the court.

2. Represive Measures in Resolving Trademark Licensing Disputes

Repressive measures encompass post-facto legal actions taken after a contractual breach or trademark infringement has occurred within the implementation of a licensing agreement. In the context of well-known trademarks, repressive actions are necessary to provide absolute legal protection to the lawful owner and to enforce liability upon the infringing party. These legal actions can be pursued through either litigious or non-litigious channels.

In the litigious sphere, aggrieved trademark owners can file a commercial lawsuit. Within the Indonesian judicial system, trademark-related disputes fall under the specialized jurisdiction of the Commercial Court (*Pengadilan Niaga*). Pursuant to Law Number 20 of 2016, a registered trademark owner is legally entitled to file a lawsuit against any third party utilizing their mark without authorization or violating the agreed terms of a license. Through this civil action, the plaintiff can seek an injunction to cease the unauthorized usage, request the cancellation of the infringing mark's registration, and claim substantial monetary damages for the losses incurred.

Beyond basic infringement lawsuits, repressive remedies also include seeking a comprehensive trademark invalidation (*pembatalan merek*). Invalidation is typically sought if a subsequent mark is registered with a confusing or deceptive similarity to a pre-existing well-known trademark, creating a clear likelihood of consumer confusion or unfair competition. Alternatively, parties can opt for Alternative Dispute Resolution (ADR) mechanisms, such as mediation, negotiation, or arbitration. ADR is highly favored in commercial practices due to its time efficiency, cost-effectiveness, and its ability to preserve long-term business relationships. On the international stage, intellectual property arbitration and mediation are extensively facilitated by the World Intellectual Property Organization (WIPO) Arbitration and Mediation Center, which provides a specialized international forum for cross-border intellectual property conflicts.

3. Case Analysis: The "Cap Kaki Tiga" Trademark Dispute

A landmark case study highlighting the enforcement of repressive litigation in Indonesia is the dispute over the "Cap Kaki Tiga" trademark between Wen Ken Drug Co. Pte. Ltd. (as the principal licensor) and PT Sinde Budi Sentosa (as the licensee), finalized under the Supreme Court Decision No. 1758 K/Pdt/2010. The conflict erupted when the foreign licensor unilaterally terminated the licensing agreement on the grounds that the local licensee failed to fulfill its contractual obligations, specifically concerning royalty payments and mandatory production reporting. The licensee challenged this termination in court.[20] However, throughout the judicial proceedings, the courts ruled that the unilateral termination executed by the trademark owner was contractually valid and legally sound. Consequently, the licensee's right to exploit the mark was legally extinguished, a position ultimately upheld by the Supreme Court at the cassation level.[21]

This landmark decision strongly reaffirms that any continuous use of a trademark without a valid legal title after the expiration or termination of a licensing agreement constitutes a severe trademark infringement. From a critical standpoint, the judges' reasoning accurately reflects the core principle of intellectual property law: a licensing agreement does not grant a permanent or indefeasible right to the licensee.

Nevertheless, legal scholar analyses indicate that the enforcement of such intellectual property rulings in Indonesia still faces structural challenges, particularly concerning the field execution of court injunctions due to the lack of rigid post-trial supervisory mechanisms. Therefore, the government must enhance the efficacy of judicial executions so that the protection of well-known trademarks can operate optimally.

Furthermore, the "Cap Kaki Tiga" case underscores that disputes regarding "confusing similarity" (*persamaan pada pokoknya*) remain the most frequent catalyst for trademark litigation. Legally, a confusing similarity does not require absolute, identical duplication. Under established judicial precedents, similarity in dominant features—such as phonetic pronunciation (*kesamaan bunyi/aural*), visual composition (*kesamaan visual*), or conceptual presentation suffices to constitute a violation if it generates a misleading overall impression among consumers. By strictly ruling against the unauthorized persistence of the licensee, the Supreme Court in Decision No. 1758 K/Pdt/2010 successfully protected the macro-economic value of the trademark while simultaneously shielding the public from deceptive commercial practices.

Conclusion

Based on the dynamic legal analysis and the judicial examination of well-known trademark licensing disputes in Indonesia, this study draws three primary conclusions:

First, the legal implications of well-known trademark licensing disputes heavily alter the contractual enforceability and economic standing of the parties involved. Judicial resolutions, as exemplified by the Supreme Court Decision

[20] Ziola, "Penyalahgunaan Perjanjian Lisensi Merek Dagang Cap Kaki Tiga Dalam Praktek Bisnis Hak Kekayaan Intelektual (Studi Putusan Pengadilan No. 362/Pdt.G/2008/PN-BKS)," Jurnal Ilmiah Hukum Universitas Islam Riau 1, no. 2 (2018).

[21] Christian Hendrik, "Penegakan Hukum Hak Kekayaan Intelektual tentang Merek atas Putusan MA terhaap Produk Minuman Cap Kaki Tiga," Jurnal Lex et Societatis 6, no. 1 (2018).

No. 1758 K/Pdt/2010, do not merely adjudicate private breaches *in abstracto* but reinforce public commercial order. These disputes firmly underscore that a trademark licensing agreement is fundamentally temporary and bound by contractual parameters; hence, any post-termination exploitation of the mark inherently constitutes a severe trademark infringement that strips the licensee of any legal title.

Second, the structural mechanism to resolve such conflicts demands an integrated approach between preventive and repressive measures. Preventively, the precision of legal drafting in outlining quality control, territorial reach, and strict mandatory registration with the Directorate General of Intellectual Property (DGIP) serves as the primary defense against conflicting contractual interpretations. Repressively, while the Commercial Court provides a formal litigious path to secure trademark invalidation (*pembatalan merek*) and monetary damages, the adoption of Alternative Dispute Resolution (ADR) mechanisms particularly through international forums like WIPO offers a structurally efficient alternative that aligns with long-term commercial goodwill and international trade standards.

Third, the standard of judicial reasoning in determining "confusing similarity" (*persamaan pada pokoknya*) has transcended physical duplication, shifting toward a broader evaluation of dominant visual, phonetic, and conceptual attributes that might induce consumer misconception. However, the absence of rigid quantitative thresholds in statutory legislation regarding the parameters of a "well-known mark" remains a critical loophole. Consequently, ensuring judicial consistency in analyzing commercial data and strengthening post-trial supervisory mechanisms are highly imperative to optimize intellectual property enforcement and maintain a fair business competition climate in Indonesia.

References

1. Adawiyah. Pengaturan hak kekayaan intelektual dalam masyarakat komunal di Indonesia. Repertorium: Jurnal Ilmiah Hukum Kenotariatan. 2021;10(1).
2. Quthni D. Refleksi penegakan hukum dan keadilan. Jurnal Hukum dan Keadilan. 2019;3(2).
3. Ibrahim J. *Hukum dan Persaingan Usaha: Filosofi, Teori dan Implikasi Penerapannya di Indonesia*. Malang: Bayumedia; 2006.
4. Girsang RA. Peranan hukum dalam pembangunan ekonomi di Indonesia berkaitan dengan pembentukan Undang-Undang Nomor 5 Tahun 1999 tentang larangan praktek monopoli dan persaingan usaha tidak sehat. Logika: Jurnal Penelitian Universitas Kuningan. 2021;12(1).
5. Kusuma NE, Rahaditya R. Tinjauan prinsip itikad baik dalam upaya perlindungan hukum sengketa merek (Studi Putusan Nomor 3/Pdt.Sus.HKI/Merek/2022/PN Niaga Mdn). UNES Law Review. 2023;6(2).
6. Hermansyah A. Cap Kaki Tiga brand pulled for resembling Isle of Man logo. The Jakarta Post. 2016 Sep 14.
7. Marzuki PM. *Penelitian Hukum*. Rev ed. Jakarta: Kencana; 2017.
8. Putusan Mahkamah Agung Republik Indonesia Nomor 1758 K/Pdt/2010.
9. Usman R. *Hukum Hak atas Kekayaan Intelektual di Indonesia*. Bandung: Alumni; 2023.
10. Undang-Undang Republik Indonesia Nomor 15 Tahun 2001 tentang Merek.
11. Undang-Undang Republik Indonesia Nomor 20 Tahun 2016 tentang Merek dan Indikasi Geografis.
12. Fuady M. *Hukum Bisnis dalam Teori dan Praktik*. Bandung: Citra Aditya Bakti; 2014.
13. Subekti. *Hukum Perjanjian*. Jakarta: Intermasa; 2005.
14. Widjaja G. *Lisensi atau Waralaba: Suatu Panduan Praktis*. Jakarta: RajaGrafindo Persada; 2003.
15. Saidin. *Aspek Hukum Hak Kekayaan Intelektual*. Jakarta: RajaGrafindo Persada; 2015.
16. Gautama S. *Hukum Merek Indonesia*. Bandung: Citra Aditya Bakti; 1993.
17. Ziola. Penyalahgunaan perjanjian lisensi merek dagang Cap Kaki Tiga dalam praktek bisnis hak kekayaan intelektual (Studi Putusan Pengadilan No. 362/Pdt.G/2008/PN-BKS). Jurnal Ilmiah Hukum Universitas Islam Riau. 2018;1(2).
18. Hendrik C. Penegakan hukum hak kekayaan intelektual tentang merek atas Putusan MA terhadap produk minuman Cap Kaki Tiga. Jurnal Lex et Societatis. 2018;6(1).

How to Cite This Article

Susiani F, Haq LMH, Atsar A. Legal implications of well-known trademark licensing agreements on trademark disputes in Indonesia. Int J Judic Law. 2026;5(4):39-44. doi:10.54660/IJJL.2026.5.4.39-44.

Creative Commons (CC) License