

Legal Protection Against Misuse Of Trade Secrets: Comparison Study Between Indonesia And France

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Article	Abstract
<p>Keywords: Legal Protection; Trade Secrets; Comparison; France.</p> <p>Article History Received: Dec 12, 2024; Reviewed: Feb 26, 2025; Accepted: Apr 19, 2025; Published: Apr 25, 2025.</p>	<p><i>This research discusses the legal protection against misappropriation of trade secrets in Indonesia and France, focusing on an analysis of the protection of the right to trade secrets and a study of the consideration of the panel of judges in resolving trade secret disputes. Trade secrets are one of the intellectual assets that have strategic value for businesses. However, the potential misuse of trade secrets by former employees poses a serious threat to business continuity. This research uses a normative juridical method with a statutory approach and case studies of court decisions. The results show that the legal protection of trade secrets in Indonesia has been regulated in Trade Secrets Law. However, in practice, there are challenges in proving a violation, especially if the perpetrator is a former employee who has direct access to confidential information. In addition, when looking at the comparison with France, the legal protection of trade secrets in France requires a settlement that is closer to civil rather than criminal proceedings. There are 2 (two) terms of trade secrets in France which have different settlements, namely le secret des affaires and le secret de fabrication, both of which can be resolved civilly or criminally in accordance with the provisions of article L152-1 du code de commerce and article L1227-1 du code de travail. In the civil case of Digitalbox v. Topo Log, enforcement of trade secret infringement was resolved through civil channels. This is the answer to the need to strengthen legal protection of trade secrets in Indonesia by expanding legal remedies for business secret disputes through changes Trade Secret Law.</i></p>



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A. INTRODUCTION

Nowadays, world trade is growing rapidly. Indonesian trade is no longer limited to territory, but has become a unity in the level of global trade across national borders and continents (Sumadinata et al., 2022). Trade is also not limited to conventional trading methods, but has emerged modern trade through online systems. In addition, the objects of trade are not limited to goods and services. However, there are other resources such as information that are useful for business activities and have high economic value. Information for a trading business

is currently an important thing because it is related to the distinguishing characteristics to show the superiority of an industry or trading business.

Due to the urgency of information related to industrial and trade business activities, business actors think that this information must be protected. This is the background for the emergence of trade secret protection through the intellectual property rights (IPR) protection system. From a legal perspective, the protection of trade secrets is very important because it is related to honest trade competition and maintaining the economic value of the information (Chandrika, 2019).

Trade secret, which is also known as Undisclosed Information in the context of WTO/TRIPs, Confidential Information in the United Kingdom, or Trade Secret in the United States, and in the Indonesian legal system is directly translated as Trade Secret, is one form of intellectual property that deserves protection as well as other objects of Intellectual Property Rights (IPR). The protection of trade secrets has been specifically regulated in Law Number 30 of 2000 concerning Trade Secrets. The existence and development of trade secrets goes hand in hand with the process of industrialization and a culture that upholds competition and individualism (Effendy, 2014).

The beverage product “Coca-Cola” is a classic example of a trade secret. The information and technology in the process of making this drink is known by only three people in the whole world. Why should such information be kept secret? What is the underlying reason behind the confidentiality of such details? The philosophical basis for the protection of confidential information is that it is obtained by the owner through great effort and requires specific expertise, spending a lot of time and money, as other forms of protection in the Intellectual Property Rights (IPR) system, although this is not always the case. There are times when information is acquired in a very simple way, but it is nevertheless a right that must be respected (Semaun, 2011).

When looking at the comparison, France has a more comprehensive arrangement regarding the settlement of trade secret disputes (Siems, 2021). This context looks at the history that France has a regulation in its legal codification as well as a variety of settlements, both in terms of civil and criminal depending on the parties who want to resolve it. Moreover, the application of various cases also shows civil and criminal settlements. Thus, France is the main purpose of the comparison of this research.

Literature review is important in showing novelty between previous research and the research raised. The first study used as a literature review for this research is a study written by

Idham Arafah and Faidatul Hikmah entitled “Analisis Prinsip Kepastian Hukum Dalam Pengalihan Rahasia Dagang Di Indonesia”. This study aims to provide an elaboration of the procedural principles of the transfer of trade secrets in Indonesia by using the analysis of the principle of legal certainty. The results of this study show that efforts to protect trade secrets in Indonesia conceptually follow the provisions that apply universally through TRIPs which was ratified through Law No. 7 of 1994. According to this research, trade secrets become exclusive intellectual property rights without having to go through registration. This study emphasizes that the transfer of trade secrets should be recorded and registered. This creates legal uncertainty for business actors who do not register their trade secrets (Arafah & Hikmah, 2024).

The second research was written by Anatoliiy A. Lytvynenko with the title “The Institute of Trade Secrets in English and French Law in the 19th and Early 20th Centuries: Doctrine and Jurisprudence”. This research proceeds from the emergence of trade secret law as a specialized sub-branch of civil and industrial law that protects trade secrets regardless of whether the trade secret has been patented or not. The development of trade secrets in France dates back to the provisions of Article 418 of the Criminal Code of 1810 which declared the disclosure of trade secrets as a separate offense. Thus, French law, according to the article, was developed by the criminal courts, as well as some cases that reached the court of appeals and the court of cassation. This article takes an in-depth look at the development of trade secret law in France from a historical perspective and the law itself (Lytvynenko, 2024).

The third research that became a literature review for this research is a research written by Paulina Korycińska-Rządca with the title “Trade Secrets in the Digital Age: How Do the Measures Provided for in EU Law Face the Challenges of Protecting an Employer's Trade Secrets against Unauthorized Acquisition, Use and Disclosure by Its Employees?”. This article has the objective of verifying how the measures provided for in EU law face the challenges of providing protection of an employer's trade secrets from unauthorized use by employees and how such measures define the scope that can be applied without abusing the rights of employees and unjustified restrictions on their treatment. This concept provides an understanding that the protection of trade secrets is important on a regional scale in the European Union which is even regulated at the level of regional law (Korycińska-Rządca, 2024).

The differences and similarities of the three studies above with the research raised are necessary to find out the novelty and findings of this research. The difference between this research and some of the above studies is that this research will discuss trade secrets between 2 (two) countries with a dogmatic perspective and analyze it with Indonesian and French legal

provisions. In addition, this analysis provides recommendations for the development of trade secrets in Indonesia, which should be changed and corrected for the development of trade secret law in Indonesia. The similarity between this research and some of the studies above is that they all discuss the same thing, namely trade secrets with the same perspective, namely with a dogmatic perspective.

Broadly speaking, a trade secret is a kind of information that has value because it is not generally known. A lot of valuable information may appear trivial and therefore may not be valued enough, many entrepreneurs are not aware of it (Danaher & Nyholm, 2024). Businesses will realize the importance of trade secrets when their competitors try to get their customers or their marketing plans or by approaching/talking to employees in order to find out the trade secrets owned by the business. Businesses will only realize that they have something valuable to protect. As businesses realize that their valuable information or knowledge is needed to win in business competition, they will begin to make efforts to protect their trade secrets. Advances in technology and creativity that are growing rapidly have led to the need to store formulas, recipes, formulas and so on, which have economic value for the holder and are kept confidential (Setiawan et al., 2018). Thus, the problem formulations raised in this study based on the background are: 1) how is legal protection of trade secret ownership; and 2) how is comparison of law enforcement on trade secret infringement in Indonesia and France.

B. METHOD

This research is normative juridical in nature by relying on literature study as the main method of data collection. Literature study is conducted by accessing various relevant written sources, such as laws and regulations, official documents, court decisions, and related scientific literature (Marzuki, 2017). Data collection is done by reviewing various legal references that support the discussion of the topic of trade secret protection. This research is descriptive-analytical, which aims to describe the legal regulations on trade secrets and analyze their application in cases of misuse in Indonesia and France. This research uses a normative juridical approach by analyzing laws and regulations related to trade secrets, as well as case studies regarding misuse of trade secrets in Indonesia and France. Normative research was chosen because it focuses on written legal rules governing trade secrets and their protection (Soekanto, 2003). The data obtained from this research was analyzed using a qualitative descriptive method. This technique aims to describe, elaborate, and explain in detail the issues discussed based on the results of the literature review. The analysis is conducted by examining relevant

legal concepts, regulations, and practices, and describing their implications in the context under study.

C. RESULTS AND DISCUSSIONS

1. Legal Protection of Trade Secret Ownership

According to Henry Soelistyo Budi, trade secrets do not need to be registered with any agency to get protection and if the trade secret has three elements contained in Article 1 number 1 of the Trade Secret Law, then the trade secret will automatically get protection (Disemadi & Budi, 2023). If a trade secret is registered, then it can disclose the confidentiality of the trade secret by explaining the trade secret that is owned. Thus, this is contrary to the basic concept of trade secrets themselves.

The legal protection of Trade Secrets is fundamentally based on civil liability because it involves the relationship between two legal subjects, namely the owner of the Trade Secret and the beneficiary or holder of the Trade Secret license (Tanaya et al., 2021). The enforcement of a comprehensive criminal offense against Trade Secrets has actually occurred before the enactment of the regulation and practice of protecting Trade Secrets through Law No. 30 of 2000. The categorization of the term Trade Secret into IPR in national legal instruments began to appear in 1997, when the government of the Republic of Indonesia issued Government Regulation (PP) No. 16 of 1997 concerning franchising. In the explanation of article 1 number 1 of the PP, it is stated that what is meant by Intellectual Property Rights includes, among others, Trademarks, Trade Names, Logos, Industrial Designs, Copyrights, Trade Secrets, and Patents (Hakim, 2022).

Another article that expressly includes Trade Secrets as part of Intellectual Property Rights is Article 50 b of Law No. 5 Year 1999 on the prohibition of monopolistic practices and unfair business competition. This provision further strengthens the existence of Trade Secrets as a form of exclusive rights, even rights that are excluded from objects included in the prohibition of monopolistic practices and unfair business competition, despite this provision has not been able to answer the substance of the regulation of Trade Secret protection in sufficient detail before the birth of Law No. 30 of 2000 which specifically regulates Trade Secrets.

The protection of trade secrets in the context of current national legislation is an integrated part and is in an inseparable package with the laws and regulations on intellectual property rights and unfair competition. If this goal can be achieved, it will automatically encourage a healthy national business climate as well as stimulate investment into Indonesia, but the

application and implementation of the legal protection of Law No. 30 of 2000 is currently not an easy thing, therefore various kinds of efforts to tackle various forms of violations in the field of Trade Secrets must receive support from various parties related to this field (Gerungan, 2016).

In the realm of intellectual property rights, the protection basically consists of recognizing the right to property and the right to enjoy that property within a certain time. This means that during a certain time the owner or holder of the right to IPR can allow or prohibit the knowledge or dissemination of information (Trade Secrets) (Febriani et al., 2023). Violation of Trade Secrets occurs when someone intentionally discloses Trade Secrets (Kapczynski, 2021), reneges on an agreement or denies a written or unwritten obligation to maintain the Trade Secrets concerned. To overcome this violation, it is very necessary to protect the law for the owner and / or holder of the IPR concerned (Abduh & Fajaruddin, 2021).

If someone feels that another party has violated his Trade Secret rights, then he as a holder of Trade Secret rights or another party as a licensee can sue anyone who intentionally and without the right to Trade Secret. For example, according to article 4 of the UURD “*the owner of the right to Trade Secrets has the right to use his own Trade Secrets, license or prohibit other parties from using Trade Secrets or disclosing Trade Secrets to third parties for commercial purposes*”. Against this article, the lawsuit that we file can be a lawsuit for compensation and/or cessation of all actions (Hafsari, 2021).

Trade Secret Protection in the framework of existing national legislation is an incorporated part (Pury, 2022), and is in an inherent package with legislation on intellectual property rights and unfair business competition (Guan, 2025). If these objectives can be reached, it will eventually encourage a healthy national business climate and boost investment into Indonesia, but the application and execution of the legal protection of Law No. 30 of 2000 is certainly not an easy undertaking, therefore various attempts to tackle various forms of infringement in the field of Trade Secrets must be supported by various stakeholders associated with the sector.

In terms of law, the owner of a Trade Secret has the right to use the Trade Secret he owns, and can grant a Trade Secret License to prohibit others from using the Trade Secret and not disclose the Trade Secret to third parties. Trade Secrets have a non-exhaustive characteristic, which means that their confidentiality can be known by other parties by utilizing a license through an agreement (Arfi, 2021).

2. Comparison of Law Enforcement on Trade Secret Infringement in Indonesia and France

Trade secret infringement occurs when a person intentionally discloses a trade secret, reneges on an agreement or reneges on a written or unwritten obligation to keep the trade secret in question. This is said to be a violation because the owner of the trade secret has the right to prohibit others from using the trade secret or disclosing the trade secret to third parties for commercial purposes. The reason is, if a former employee actually leaks company secrets that are trade secrets, the former employee can be considered to have committed a trade secret violation even though he is no longer an employee of the company.

The protection of Trade Secrets in Indonesia is regulated in Law Number 30 Year 2000 on Trade Secrets as defined in article 1 which states “*Information that is not known by the public in the field of technology or business, which has economic value because it is useful in business activities, and its confidentiality is maintained by the owner of the trade secret.*” Article 2 states “*the scope of trade secret protection includes production methods, processing methods, sales methods, or other information in the field of technology or business that has economic value that is not known to the public, including food/beverage recipes, formulas, production processes, implementation or marketing methods*”(Aulia et al., 2024).

Trade secrets play an important role in the field of intellectual property rights. Trade secrets are as important as copyrights, trademarks and designs. Global economic competition requires the protection of trade secrets to create a healthy and dynamic economic environment. In general, the settlement of disputes relating to Intellectual Property Rights is resolved through the Commercial Court, but although Trade Secrets are part of Intellectual Property Rights, Trade Secret disputes must be resolved in the District Court. The main reason is because the examination of Trade Secret disputes must be resolved in private because Trade Secrets are confidential, have economic value and must be kept confidential. Meanwhile, the Commercial Court does not recognize the existence of closed trials, therefore the Law determines the settlement of Trade Secrets in the District Court (Fitri & Hasanah, 2023).

The latest case of resolving a trade secret dispute through litigation with decision number 1035/Pdt.G/2022/PN.Jkt.Sel, namely PT Flux Asia Solusindo represented by Yohannes Auri Husen as the Plaintiff against Fuad Fajar Samudera as Defendant I and PT Jelajah Andaliman Indonesia as Defendant II, explained that Fuad was a former employee of PT Flux Asia Solusindo with the position of Art Director as stated in the indefinite term employment agreement (PKWTT) and knew the company's trade secrets in the form of the Plaintiff's Van

Houten Kitchen portfolio. Article 7 paragraph (1) of the PKWTT letter has been stated which basically states that workers agree to maintain confidential elements and not utilize secrets without rights for their own interests and benefits, without the consent of the company, followed by paragraph (2) that all confidential information provided by the company to workers belongs to the company and will be returned to the company or permanently destroyed if necessary if the employment relationship ends, and paragraph (5) that the provisions apply for 3 years after the agreement is canceled or terminated.

It is known that on May 27, 2022, the employment relationship between PT Flux Asia Solusindo and Fuad had ended and Fuad subsequently established his own company under the name PT Jelajah Andaliman Indonesia. The subject matter began when Fuad represented the company he founded to make an offer to another company under the name PT Gemilang Indofa Konstruksi by utilizing trade secrets in the form of the Van Houten Kitchen portfolio as the portfolio belonged to the company where he worked previously and was used without permission, namely that of PT Flux Asia Solusindo. A letter of reprimand or subpoena was then sent by the attorney of PT. Flux Asia Solusindo as stated in subpoena letter number 03/SCO-IX/2022 dated September 12, 2022, subpoena letter number 04/SCO-IX/2022 dated September 20, 2022, and subpoena letter number 07/SCO-IX/2022 dated September 28, 2022 which basically requested compensation and asked Fuad not to use trade secrets belonging to PT Flux Asia Solusindo for the operational purposes of the company he founded. The response to the subpoena has been contained in letter number 09.2/Srt.Respons-SOM-ALF&P/X/2022 which contains Fuad's acknowledgment and apology for using PT Flux Asia Solusindo's trade secrets for the benefit of his personal company, but Fuad is not willing to compensate PT Flux Asia Solusindo for the trade secrets he used without permission.

The actions and responses to the subpoena from Fuad have been proven to violate the provisions of Article 7 paragraphs (1), (2), and (5) of the Indefinite Time Work Agreement Letter No. 027/PKWTT-FLUX/II/2020 dated February 05, 2020, Article 1365 of the Civil Code because it has caused losses due to his illegal actions, and has fulfilled the elements of trade secret violations as in Article 13 and Article 14 of the Trade Secrets Law. Fuad has intentionally disclosed trade secrets belonging to the company where he previously worked, even though PT Flux Asia Solusindo as the owner of the portfolio has made reasonable efforts in order to maintain its trade secrets through a written agreement that is still binding which contains an agreement to protect the company's trade secrets. This case can be qualified as a trade secret infringement as a civil remedy in the form of immaterial damages in the amount of

Rp35,000,000.00 in cash and immediately to PT Flux Asia Solusindo and prohibiting Fuad from using trade secrets belonging to PT Flux Asia Solusindo (Rabbani & Suherman, 2023).

The legal remedies that can be taken by the owner of a trade secret in the event of a violation of the trade secret owned by him, the owner can file a civil lawsuit in the district court or report to the police for criminal action, as well as choose out-of-court dispute resolution such as discussion, conciliation, mediation, and arbitration (AYU DARMA PRATIWI, 2014). Criminalization in Indonesian law is a method or process to impose sanctions or punishment on a person who has committed a criminal offense or violated something prohibited by law. Based on the combination theory of punishment, the implementation of punishment aims to avenge the criminal act and maintain overall public order. In the current perspective of punishment, the main focus is to bring justice to the victims of crime in order to protect their rights, while for the perpetrators, the enforcement of deterrent effects so as not to repeat the crime is also something that is fought for. In accordance with the provisions in the Criminal Code, criminal sanctions or types of punishment are divided into two categories, namely main punishment and additional punishment (Suparni, 2007).

In the case of trade secret leaking committed by Hi Pin, who was prosecuted for committing the criminal offense of “Without the right to use the trade secrets of another party” as stipulated in Article 17 paragraph (1) of the Trade Secrets Law. Hi Pin was guilty of utilizing John Satria Salim's trade secrets to create his own business. These trade secrets are confidential because they concern production methods, processing methods or processing recipes as well as marketing or sales methods and other production information.

Furthermore, confidential company documents belonging to the witness John Satria Salim in the form of a list of customers or consumers, have changed ownership and are in the hands of the Defendant. The Defendant obtained it through the employees of witness John Satria Salim. From the three employees of the witness, the Defendant utilized the documents in various ways, including offering higher salaries and facilities, so that the employees of the witness John Satria Salim changed jobs. In this way, the Defendant benefited from the situation. The Defendant carried out his actions without the permission and knowledge of the victim witness John Satria Salim, which clearly fulfills the elements of Article 17 paragraph (1) of Law Number 30 of 2000 concerning Trade Secrets.

As a repressive legal effort for the losses caused by the leakage of a number of trade secret elements owned, John Satria Salim chose to take legal action by criminally prosecuting Hi Pin for his actions. The criminal penalty imposed on Hi Pin was intended to provide a deterrent

effect for having committed an act that caused great harm to a company whose products were copied. For this unlawful act, Hi was imprisoned for 1 (one) year and 6 (six) months and a fine of Rp5,000,000.00 (five million Rupiah).

In analyzing some of the considerations of the panel of judges on trade secret disputes in Indonesia, there is a common thread that connects the various decisions taken. In general, the judges tend to emphasize the importance of legal protection of trade secrets as part of intellectual property rights. This is reflected in decisions that prioritize concrete evidence and clarity in filing a lawsuit, where judges consider that trade secret violations must be supported by valid and detailed evidence (Putra et al., 2021).

However, there are also considerations that show that not all acts of disclosure of trade secrets are considered as infringement. Law No. 30/2000 provides exceptions for certain acts relating to public security and safety. Thus, while there are legal mechanisms to protect trade secrets, there is room for interpretation of the law that may exempt certain parties from prosecution if their actions are deemed lawful (Arsyad, 2022).

In terms of comparison, France has different arrangements than Indonesia. The legal protection of leaked trade secrets tends to be civil rather than criminal. In addition, French law defines trade secrets as those that: 1) not commonly known by many people; 2) of a commercial nature; and 3) has exhausted efforts for its protection due to its confidential nature (French Government, 2025). These provisions give trade secret information specific characteristics that make it different from other commercial information available to the public.

The reason why business secrets dispute resolution in France tends to be civil in nature is due to the originality of the mechanism itself. According to Léna, the originality of the mechanism of judicial protection of business secrets is not oriented towards the resolution of the issue of silencing a person or company in possession of confidential information, but rather to safeguard the confidential nature of the information, which by reason of its secrecy, gives rise to the financial interests of the trade secret holder (Ballot-Léna, 2023). The context of the explanation emphasizes the financial interest of the party harmed by the leakage of trade secret information. Thus, the tendency to resolve trade secret disputes in France is rarely directed to the criminal realm rather than the civil realm.

The statement regarding the civil liability of trade secret disputes is confirmed in *Article L152-1 du Code de Commerce* which explains that “*Toute atteinte au secret des affaires telle que prévue aux articles L. 151-4 à L. 151-6 engage la responsabilité civile de son auteur*”(French Government, 2025). The context of the article explains that all violations of

business secrets impose civil liability on the disseminator of business secrets. Civil sanctions against the disseminator of business secrets, whether a natural or legal person acting in a negligent or abusive manner may be ordered to pay a civil fine, the amount of which shall not exceed 20% of the amount of the claim for damages. In the absence of damages, the amount of the civil fine shall not exceed €60,000 (French Government, 2024b). Thus, civil liability is imposed on the disseminator of business secrets when civilly sued in the *tribunal judiciaire* (judicial court) culminating in *le cour de cassation* (Supreme Court).

In addition to trade secrets regulated in the *code de commerce*, there are also several terms that refer to other trade secrets. These can be found in the *Code de Travail* (Labor Code) which calls for *le secret de fabrication* or factory secret (also translated as trade secret), as well as the term *le secret professionnel* (professional secret) in the *Code Pénal* (Criminal Code). However, French lawmakers designed the penalty for leaking trade secrets in the Code de Travail as a criminal offense. Previously, a company that hired someone could create a clause in the employment agreement to guarantee trade secrets that could be accompanied by a threat. However, if the employee actually violates and leaks the trade secret, the employee is threatened with imprisonment for a maximum of 2 (two) years and a fine of €30,000 (thirty thousand euros) as well as additional penalties in the form of restriction of civil and family rights for a maximum of 5 (five) years (French Government, 2024a). Some of the civil rights that can be restricted include: 1) the right to vote; 2) the right to stand for election; 3) the right to exercise judicial functions or to be an expert before a court, or to represent or assist a party before a court; 4) the right to give testimony in court other than to make simple testimony; and 5) the right to be a guardian or curator where the prohibition does not exclude rights (French Government, 1994).

The fundamental difference between the two, namely *le secret des affaires* and *le secret de fabrication*, lies in the scope of protection. The form of *le secret des affaires* has a broader scope and more general protection, such as marketing strategies, R&D, company acquisition projects, new product launches, and so on. (Rouge et al., 2018) All of these are examples of *le secret des affaires*. Then the protection form of *le secret de fabrication* focuses its protection on the process to production methods of a company. This protection is more specialized and thus different from *le secret des affaires*. Nevertheless, both are equally recognized in the eyes of the law.

In the decision of the *Tribunal judiciaire de Paris - 3ème chambre 2ème section 25 octobre 2024 / n° 24/03351*, explaining the trade secret infringement of the company Topo-log and Digitalbox where Digitalbox violated the copyright of Topo-Log's application. According

to Topo-Log, Digitalbox violated *le secret des affaires* in accordance with article L-151-1 *du code de commerce* regarding trade secret criteria in France. In the lawsuit, the plaintiff on Digitalbox's side requested the annulment of the seizure of some of its property for the losses suffered by Topo Log. However, Digitalbox was still subject to a fine to cover Topo Log's losses of €6,000 under article 700 *du code de procédure civile*. (Tribunal judiciaire de Paris, 2024) While judges have the authority to protect the rights of trade secret owners, they must also consider the context and reasons behind the disclosure of such information. Therefore, it is important for businesses to understand the legal limitations in managing trade secrets to avoid getting entangled in costly legal disputes.

D. CONCLUSION

The conclusion of this research is that the legal protection of trade secrets in Indonesia has a strong foundation through Law Number 30 Year 2000 on Trade Secrets. However, its implementation faces various challenges. Trade secrets such as recipes, production techniques, and business strategies are important assets that require extra protection due to their vulnerable nature to unauthorized disclosure. In the settlement of trade secret disputes, the panel of judges gave considerations that emphasized evidence and clarity of the legal relationship between the trade secret owner and the alleged infringer. Preventive efforts such as the implementation of non-disclosure agreements and increasing employee awareness of the value of confidential information are essential to minimize the risk of misuse. Harmonization between legal aspects and business ethics is also a key factor in maintaining trust and business sustainability in this sector.

For trade secret owners, it is very important not to neglect the creation of work agreements or other relevant agreements in cooperation with third parties. In such agreements, there should be clear provisions regarding the confidential information owned, so as to reduce the risk of leakage or unauthorized use of such information. This is important so that owners can protect their valuable assets and prevent significant losses. In a comparative context, France has trade secret dispute resolution that tends to be civil in nature, especially as regulated in the *code de commerce* (French Commercial Code). On the other hand, there are criminal arrangements recognized in the *code de travail*. This can be seen in a decision that refers to the provisions of the *code de commerce*, which is based on civil settlement. This context shows that French settlements are more comprehensive and clearer by providing more options in dispute resolution. Thus, Indonesia needs to make efforts to adjust or develop new regulations that provide more severe sanctions for violations related to trade secrets and provide broader options

in resolving trade secret disputes for better legal protection of trade secret in Indonesia through changes Trade Secret Law. Therefore, it is hoped that the penalties imposed on infringers can reflect the losses suffered by trade secret owners. This increase in sanctions aims to create a more effective deterrent effect and better protect the interests of trade secret owners.

E. REFERENCE

- Abduh, R., & Fajaruddin, F. (2021). Intellectual property rights protection function in resolving copyright disputes. *International Journal Reglement & Society (Ijrs)*, 2(3), 170–178.
- Arafah, I., & Hikmah, F. (2024). Analisis Prinsip Kepastian Hukum Dalam Pengalihan Rahasia Dagang Di Indonesia. *UIR Law Review*, 8(1), 71–79.
- Arfi, C. C. (2021). Perlindungan Terhadap Kepemilikan Rahasia Dagang Menurut Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang. *Lex Privatum*, 9(6).
- Arsyad, K. T. (2022). Analisis Pertimbangan Hakim Dalam Menjatuhkan Putusannya Pada Suatu Perkara Rahasia Dagang Ditinjau Dari Ketentuan Perundang-Undangan Tentang Rahasia Dagang (Studi Putusan Pengadilan Negeri Nomor 112/PID. SUS/2019/PN. Mnd). " *Dharmasiswa* " *Jurnal Program Magister Hukum FHUI*, 1(4), 21.
- Aulia, A., Amirulloh, M., & Sudaryat, S. (2024). Kajian Yuridis Atas Penegakan Hukum terhadap Mantan Karyawan Waralaba Terkenal yang Membocorkan Resep Rahasia Perusahaan. *COMSERVA: Jurnal Penelitian Dan Pengabdian Masyarakat*, 3(09), 3496–3508.
- Ayu Darma Pratiwi, A. N. I. (2014). Perlindungan Hukum Rahasia Dagang Setelah Berakhirnya Perjanjian Kerja. *Jurnal Magister Ilmu Hukum*, 1–26.
- Ballot-Léna, A. (2023). Le juge judiciaire et le secret des affaires. *Droit et Cultures. Revue Internationale Interdisciplinaire*, 83.
- Chandrika, R. S. (2019). Perlindungan Hukum Perjanjian Lisensi Rahasia Dagang Di Indonesia. *Jurnal Hukum Bisnis Bonum Commune*, 2(1), 11–22.
- Danaher, J., & Nyholm, S. (2024). Digital duplicates and the scarcity problem: Might AI make us less scarce and therefore less valuable? *Philosophy & Technology*, 37(3), 106.
- Disemadi, H. S., & Budi, H. S. (2023). Enhancing Trade Secret Protection amidst E-commerce Advancements: Navigating the Cybersecurity Conundrum. *Jurnal Wawasan Yuridika*, 7(1), 21–43.
- Effendy, T. (2014). Rahasia Dagang Sebagai Bagian Dari Hak Kekayaan Intelektual. *Al-Adl: Jurnal Hukum*, 6(12).
- Febriani, H., Agustina, I., Monica, S., & Adiyanto, M. R. (2023). Property Rights, Definition And Infringement Of Trademarks And Trade Secret Rights (Literature Review). *Proceeding International Conference on Economy, Management, and Business (Volume 1, 2023)*, 1(1), 198–207.
- Fitri, S. N., & Hasanah, U. (2023). Penyelesaian Sengketa Rahasia Dagang Di Indonesia Berdasarkan Undang-Undang Nomor 30 Tahun 2000 Tentang Rahasia Dagang. *Al-Adl: Jurnal Hukum*, 15(2), 287–306.
- French Government. (1994). *Article 131-26 of Code pénal*. French Government.

- French Government. (2024a). *Article L1227-1 du Code de Travail*. French Government.
- French Government. (2024b). *Article L152-8 du Code de Commerce*. French Government.
- French Government. (2025). *Article L151-1 of Code de commerce*.
- Gerungan, A. E. (2016). Perlindungan Hukum Terhadap Rahasia Dagang Ditinjau Dari Aspek Hukum Perdata Dan Pidana Di Indonesia Oleh: Anastasia E. Gerungan. *Jurnal Hukum Unsrat*, 22(5).
- Guan, W. (2025). Intellectual Property Rights' Trade Relevance. *Journal of World Trade*, 59(1).
- Hafsari, Y. M. (2021). Hak Atas Kekayaan Intelektual, Hak Merek, Rahasia Dagang, Dan Pelanggaran Hak Merek Dan Rahasia Dagang Serta Hak Patent (Literatur Review Artikel. *Jurnal Ilmu Manajemen Terapan*, 2(6), 733–743.
- Hakim, A. R. (2022). Penerapan Tindak Pidana Terhadap Pelanggaran Rahasia Dagang Di Indonesia Dan Jepang. " *Dharmasiswa* " *Jurnal Program Magister Hukum FHUI*, 2(2), 16.
- Kapczynski, A. (2021). The public history of trade secrets. *UC Davis L. Rev.*, 55, 1367.
- Korycińska-Rzłkadca, P. (2024). Trade Secrets in the Digital Age: How Do the Measures Provided for in EU Law Face the Challenges of Protecting an Employer's Trade Secrets against Unauthorised Acquisition, Use and Disclosure by Its Employees? *Białostockie Studia Prawnicze*, 2(29), 163–176.
- Lytvynenko, A. A. (2024). The Institute of Trade Secrets in English and French Law in the 19th and Early 20th Centuries: Doctrine and Jurisprudence. *International Comparative Jurisprudence*, 10(1), 16–28.
- Marzuki, P. M. (2017). *Penelitian Hukum: Edisi Revisi*. Prenada Media.
- Pury, A. (2022). Development of Intellectual Property Rights & Law: Through the Lens of Time. *Issue 6 Indian JL & Legal Rsch.*, 4, 1.
- Putra, L. M. T., Konoras, A., & Setlight, M. M. M. (2021). The Protection Of The Law Against Trade Secret Ownership In Indonesia (Case Study of PT. Basuki Pratama Engineering with PT. Hitachi Construction Machinery Indonesia). *Jurnal Hukum Toru: Hukum Untuk Mengatur Dan Melindungi Masyarakat*, 7(3).
- Rabbani, R. F., & Suherman, S. (2023). Urgensi Pengaturan Confidentiality Agreement Sebagai Optimalisasi Perlindungan Kerahasiaan Informasi Bernilai Ekonomi. *Jurnal USM Law Review*, 6(3), 1020–1039.
- Rouge, O. de M., Outin-Adam, A., Arnaud-Faraut, F., & Druez-Marie, C. (2018). *Secret des-affaires – Comment bénéficier de la protection prévue par la loi du 30 juillet 2018? Guide pratique a l'usage des PME / TPE/ ETI*. CCI Paris Ile-De-France. CCI Paris IDF. <https://www.cci-paris-idf.fr/fr/prospective/competitivite/propriete-intellectuelle/secret-des-affaires#:~:text=Ce qui peut relever du,lancement d'un nouveau produit>
- Semaun, S. (2011). Perlindungan Hukum Terhadap Rahasia Dagang. *DIKTUM: Jurnal Syariah Dan Hukum*, 9(1), 30–42.
- Setiawan, A., Sulistianingsih, D., Kusumaningtyas, R. F., & SH, M. (2018). Eksistensi Pendaftaran Rahasia Dagang dan Implementasi Perlindungannya (Studi di Kanwil Kemenkumham Jawa Tengah). *Jurnal Law & Justice*, 3(2), 73–81.
- Siems, J. (2021). Protecting Deep Learning: Could the New EU-Trade Secrets Directive Be an

- Option for the Legal Protection of Artificial Neural Networks? *Algorithmic Governance and Governance of Algorithms: Legal and Ethical Challenges*, 137–156.
- Soekanto, S. dan S. M. (2003). *Penelitian Hukum Normatif, Suatu Tujuan Singkat*. Raja Grafindo Persada.
- Sumadinata, R. W. S., Achmad, W., & Riyadi, S. F. (2022). Indonesian Border Defense Policy: A Case Study on the Interoperability of the joint regional defense command. *Central European Management Journal*, 30(4), 886–895.
- Suparni, N. (2007). *Eksistensi pidana denda dalam sistim pidana dan pemedanaan*.
- Tanaya, V., Marpaung, J. V., & Djohan, A. D. (2021). Perlindungan Hukum Rahasia Dagang Dalam Perjanjian Franchise Cocoyo. *Refleksi Hukum: Jurnal Ilmu Hukum*, 5(2), 237–254.
- Tribunal judiciaire de Paris. (2024). *Tribunal judiciaire de Paris, 25 octobre 2024, 24/07647*. Tribunal judiciaire de Paris.