



Legal Analysis of Decisions on Settlement of Land Ownership Rights Disputes

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ABSTRACT

The land ownership dispute filed by the plaintiff as the land owner was caused by the defendants' actions, who initially were sharecroppers and then admitted that the object of the dispute belonged to them. The object of the dispute above is two certificates of ownership rights, which cause legal uncertainty regarding the object of the dispute. Based on Article 163 of the Herziene Inland Regulations regarding the burden of proof for the party who presents an incident or denies an incident, that party must prove the incident or its denial at trial. Evidence is carried out by the parties to convince the judge of the truth of the arguments put forward. This writing aims to analyze the judge's considerations regarding the law in Decision Number 5/Pdt.G/2019/PN. Pol and legal consequences of the strength of the evidence of the disputing parties in this case. This research is normative juridical research using a statutory, conceptual, and case approach. The results of this research add to the judge's considerations. In his considerations, the judge was not yet complete regarding the strength of the parties' evidence, if seen from the land registration system by looking at the publication system. Concerning Certificates of Ownership Rights, which do not have the right to be canceled based on a final decision. Cancellation can be made based on the final decision by requesting the National Land Agency to declare the certificate number as having no legal force.

Keywords: Decision, Dispute, Ownership Rights, Plaintiff, Strength of Evidence.

1. INTRODUCTION

Humans and land are two things that cannot be separated because human life cannot be separated from land. Land is a precious object for humans because almost all human needs are related to land; from birth to death, they always need land. Humans have an emotional and spiritual relationship with the land (Gayatri et al., 2021). Land is seen as a commodity with economic value, and the relationship between land and its owner contains specific cultural, customary, economic and spiritual values (Hetharie, 2019). Likewise, the government needs land. Land is essential for human life because everyone needs land from life to death. Various businesses and activities are followed in human life and society, inseparable from land issues (Kusuma et al., 2017).

Kusuma et al. (2017) stated that land contains multidimensional meaning for human life. First, from an economic perspective, land is a means of production that can determine a person's position in community decision-making (Leksono, 2019). Third, as cultural capital, it can determine its owner's high and low social status. Fourth, land has a sacred meaning because in the end everyone's life will return to the land. In the event that the state controls this, it is then revealed in articles 1 and 2 of Law Number 5 of 1960 concerning basic regulations on Agrarian principles (UUPA) (Murni, 2020).

The right to control land is owned by the state, with the authority stated in Article 2 paragraph (2) of the UUPA to: Regulate and organize the allocation and use, supply and maintenance of the earth, water and space. Determine and regulate legal relationships between people and the earth, water and space. Determine and regulate legal relationships between people and legal actions concerning earth, water and space.

Land rights are a principle that is the basis for controlling land levels, which will be the basis for utilizing land as a source of life for every member of society (Parsaulian & Sudjito, 2019). Suppose a community member wants to take legal action related to land. Of course, you must first see clarity regarding the status of the land, which involves

certainty of physical data and juridical data on the land as to how the land is intended to be used (Ramadhani, 2018). Based on state control, various types of land ownership rights are then determined to provide legal certainty regarding land rights for all people based on Article 16 paragraph (1) of the UUPA (Basic Agrarian Law), namely property rights, business use rights, building use rights, use rights, rental rights, land clearing rights, right to collect forest products (Rasyad, 2019).

Through these land rights, the state guarantees and respects the land rights given to its citizens. Based on the many types of land rights, ownership rights are absolute, unlimited and inviolable. The definition of property rights is regulated in article 20, paragraph (1) of the UUPA, which reads: property rights are hereditary, strongest and fullest rights that people can have over land, with the provisions of article 6. The meaning of hereditary rights is that ownership rights over land are not. It is only attached to the person holding the right to his life. However, if a legal event occurs, such as the death of the right holder, it can be continued by his heirs. The word strongest and fullest, based on the explanation of Article 20 of the UUPA, means to show the difference between land ownership rights and other land rights, such as the authority of land ownership rights holders to use their land (Rongalaha & Palenewen, 2022).

The book entitled Indonesian Agrarian Law, History of the Formation of Basic Agrarian Laws, Content and Implementation argues that land registration is a series of activities carried out by the state or government continuously and regulated regarding collection, processing, presentation for the benefit of the people in providing legal certainty (Sari, 2020). Land problems cause undesirable things between the owner and the government and between the owner and the person who controls the land (Sudiarto, 2021).

As is the case in the discussion of this research where the case in decision number: 5/Pdt.G/2019/PN. Pol is an ownership dispute land rights, where there is overlapping issuance of land ownership certificates. The dispute occurred over a disputed object over a plot of 3 rice fields covering an area of ± 3596 m² in Silopo Hamlet, Miring Village, Binuang District, Polewali Mandar Regency. This dispute is between the land owner Russia, as the plaintiff, and the sharecropper Syamsuddin, as Defendant I, and M. Ahli Taha, as Defendant II, regarding issuing certificates that cause legal uncertainty regarding ownership of land rights. The object of the dispute above is two (2) Certificates of Ownership, namely Certificate of Ownership No. 162 Measurement Letter: 290/1982 dated 5 January 1982 with an area of $\pm 3,596$ m² in the name of Samsu and Certificate of Ownership No. 481 Measurement Letter 65/Miring/2010 dated 9 July 2010 with an area of $\pm 3,398$ m² in the name of Syamsuddin. The responsibility for the completeness of the rights documents lies with the parties to the dispute, so proof is needed to find out which party has the right to the land. Evidence is part of the trial, to find and realize the truth.

However, the reality is that many land rights holders still need to heed these regulations and even know the status of the land they control, the basis for the right to control land. Sometimes, ordinary people who have controlled land continuously for an extended period have obtained it because Inheritance, cultivation, sale and purchase or gift usually make you feel confident that you are genuinely the legal owner of the land, even though some people still think that based on physical control over a long period, it is strong evidence that they are the owner of the land (Wirawan, 2021). Fundamental agrarian law clearly explains that strong evidence of land control is a certificate that will be obtained through the land registration process at the local land office, as well as proof of state recognition of a person's land rights.

This has also been regulated in Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which reads, "Earth and water are the natural resources contained therein." controlled by the state and used for the greatest prosperity of the people "this does not mean that the state owns all land in Indonesia, this assumption is not correct because, in the concept of Indonesian Agrarian Law, the state does not own land, this is explained in the General Explanation number II sub (1) UUPA, namely: The entire earth, water and space, including the natural wealth contained therein in the territory of the Republic of Indonesia as a gift from God Almighty, is the earth, water and space of the Indonesian nation and is a national wealth (Wahid, 2008). This means that the earth, water and space within the territory of the Republic of Indonesia, whose independence was fought for by the nation as a whole, are the rights of their owners only (Susiaty & Setiadji, 2020).

Likewise, land in regions and islands is not solely the right of the native people of the region or island concerned (Tobing et al., 2021). In this sense, the relationship between the Indonesian nation and Indonesia's land,

water and space is a customary rights relationship that is raised at the highest level, namely at the level that concerns the entire territory of the country. "The relationship between Indonesia's nation and earth, water and space is eternal" (Usman, 2022).

Based on Article 163 HIR, if one party brings up an incident or denies an incident, then that party must prove the incident or rebuttal at trial. The burden of proof is divided between the plaintiff to prove his claim and the defendant to prove his objection. Evidence is carried out by the parties to convince the judge of the truth of the arguments put forward. In providing evidence, the parties can present documentary/written evidence, including deeds and non-deeds, witness evidence, allegations, confessions and oaths. From the problems above, the author examines and analyzes the Judge's Basic Considerations in decision number 5/Pdt.G/2019/PN. Pol in disputes over land ownership rights based on the principles of justice, as well as the legal consequences of the strength of the evidence of the disputing parties in the District Court decision number: 5/Pdt.G/2019/PN. Pol.

2. METHODOLOGY

The research method used in this article is normative legal research. This research analyzes law from an internal perspective with a focus on legal norms. The approaches used include statutory, conceptual and case approaches. The primary legal materials used include the 1945 Constitution of the Republic of Indonesia, the Civil Code, RIB/HIR, UUPA, PP Number 24 of 1997, and District Court Decisions. Meanwhile, secondary legal materials are obtained from scientific works such as journals and books. The technique for collecting legal materials is carried out through library studies and internet searches, with a prescription analysis method to formulate problems according to existing facts.

3. RESULTS AND DISCUSSION

The position case in this article is a land ownership dispute at the Polewali District Court. This case involves rice fields covering an area of $\pm 3596\text{m}^2$ in Silopo Hamlet, Mirroring Village, Binuang District, Polewali Mandar Regency. The conflict occurred between the land owner Rusdia as the plaintiff and the sharecroppers Syamsuddin and M. Ali Taha as the defendant. The plaintiff claimed that the land belonged to him and was controlled without legal rights by the defendant. This conflict arose due to the issuance of overlapping certificates of land ownership rights. This land ownership conflict is the main focus of the research and analysis carried out in this article.

3.1 The Judge's Basic Considerations in Decision Number: 5/Pdt.G/2019/PN. Pol in land ownership disputes based on the principles of justice.

According to M. Agus Santoso, justice comes from the word fair; according to the Indonesian Dictionary, fair is not arbitrary, impartial, or impartial. Fairness primarily means that decisions and actions are based on objective norms. Justice is a relative concept; everyone is not the same, and fair for one person is not necessarily fair for another; when someone confirms that he is doing justice, this must be relevant to public order where a scale of justice is recognized. The scales of justice vary significantly from one place to another; each scale is defined and entirely determined by society according to the public order of that society.

Decision Number 5/Pdt.G/2019/PN. Regarding land ownership disputes, judges consider the principles of justice as a basis for resolving conflicts between disputing parties. The judge's considerations are based on the principles of justice contained in positive law, as well as the values of justice that are upheld in the justice system. The judge considers the principles of justice in the distribution of evidence submitted by the parties. In this case, the judge ensures that each party has an equal opportunity to present evidence to support its claim or defense.

This aims to ensure that the judicial process runs fairly and transparently. Apart from that, the judge also considered the principles of justice in assessing the validity of each party's land ownership claims. Judges strive to uphold justice by ensuring that decisions taken are based on clear facts and strong evidence. The principle of substantial justice is also emphasized, where judges strive to reach decisions that are fair and balanced for all parties involved.

Judge's considerations in decision Number 5/Pdt.G/2019/PN. Pol is based on the principle of justice, which is the primary basis for resolving land ownership disputes. Judges strive to maintain a balance between the interests of the parties to the dispute and ensure that the decisions taken are the result of a fair and just judicial process. Analysis

of the judge's decision is carried out because the legal material used in the decision is wealthy by looking at how the judge interprets the law. Based on decision number 5/Pdt.G/2019/PN. In this poll, an analysis of the judge's considerations will then be carried out as follows: Legal considerations regarding the unlawful acts committed by the Defendants related to the claim that land was controlled without legal rights. This action is considered to violate Article 1365 of the Civil Code, which states that every act that violates the law and harms another person is obliged to compensate for the loss.

In this case, the qualification for the lawsuit filed by the plaintiff is a lawsuit for unlawful acts. The Defendants' actions were contrary to law because the Defendants did not want to hand over the disputed land to the plaintiff. After all, the land belonged to Defendant I with a certificate of ownership in the name of Defendant I. Defendant I admitted that he had obtained the land due to the legal action of buying and selling, which he carried out in 1976 from INDO KAI and TAHARI, which was given authority to Paddara, which was only registered in 2010. In fact, in 1982, the disputed land object was registered, and a certificate of ownership was issued in the name of Samsu, which was then destroyed by fire in 1997. The role of the National Land Agency in government affairs in the land sector is essential. Decisions made at the land office are declarative.

The National Land Agency will issue a land rights decision letter to issue the certificate. Previously, applicants needed to register land first, consisting of registering land for the first time and maintaining land registration data. Land registration is regulated in Article 12 PP Number 24 of 1997. Land registration data maintenance activities include changes to other land registration data and encumbrance of rights. A certificate is a means of proving physical data and juridical data on a land plot. There are duplicate certificates that can cause legal violations. The Polewali National Land Agency needs to know the history of the land when issuing certificates. In resolving this dispute, the Polewali National Land Agency should participate in proving ownership rights and the origin of the land based on the land book or certificate it keeps. Thus, the Defendants' actions in controlling land without permission or a valid legal basis can be considered unlawful based on these provisions.

The judge considers this aspect when resolving land ownership disputes at the Polewali District Court. Legal considerations regarding the exception submitted by the Defendants (Syamsuddin and H. Muh. Ali Taha) related to an unclear and expired lawsuit. The judge rejected the exception because it was included in the main case. This refers to Articles 118 (1), 120, 121 HIR (Herzien et al.) and Article 8 Rv, which regulate explicit lawsuit provisions and time limits. By rejecting this exception, the judge ensures that the subject matter of the case can be examined, considered and decided relatively based on applicable law.

The judge considers this aspect when resolving land ownership disputes at the Polewali District Court. According to Yahya Harahap, an exception is a rebuttal or rebuttal aimed at matters relating to the terms or formalities of the lawsuit, which resulted in the lawsuit not being accepted. The defendant made a denial to defend the lawsuit against him. There are two types of exceptions, namely processual exceptions and material exceptions. Processual exceptions based on procedural law are types of exceptions relating to the formal requirements of the lawsuit; if the submitted lawsuit contains formal defects, the lawsuit is invalid and cannot be accepted. A material exception is a denial of the main case. Based on Article 136 HIR, judges cannot consider them separately. The judge's considerations regarding exceptions aimed at the main case must be examined, considered and decided based on the main case.

The Defendants in this article submitted exceptions oriented to several main aspects. First, they argue that the plaintiff's lawsuit is unclear (obscure libel); second, the lawsuit is considered expired; and third, the lawsuit is considered premature. This exception reflects a denial of the formality requirements of the lawsuit submitted by the plaintiff, including the lack of clarity in the lawsuit letter, the claim that the lawsuit has passed the specified time limit, and the opinion that the lawsuit should have been filed sooner. The panel of judges rejected all of these exceptions because they were considered included in the main case and needed to meet the formality requirements, which could result in the lawsuit being rejected.

Next are the legal considerations regarding the collateral confiscation requested by the plaintiff about the request to carry out a "Confiscation of Collateral (conservatoire beslag)" on the object of the dispute. The judge rejected the request to confiscate the bail because there was no official order from the panel of judges to carry it out. In the HIR, collateral confiscations consist of 2 (two) types, namely Article 226 HIR of the plaintiff's goods controlled by the defendant (vindicator beslag) and Article 227 HIR of collateral confiscations made on goods belonging to the defendant. In this case, the plaintiff in his lawsuit asked for a "Confiscation of Collateral" on the object of the dispute.

Conservatory Beslag means saving someone's rights to ensure the defendant does not harm the plaintiff. The request for confiscation of the conservatory guarantee requested by the plaintiff is based on Article 227 paragraph (1) of the HIR, which states that an order to confiscate the collateral can only be carried out if there is a reasonable suspicion that the defendant, as long as the decision has not been handed down, the defendant is trying to transfer the land object. This refers to Article 227 HIR, which regulates collateral confiscation procedures which must be carried out legally and based on clear orders from the court. With this refusal, the judge ensures that the trial process proceeds by applicable legal provisions. The judge considers this aspect when resolving land ownership disputes at the Polewali District Court.

Legal considerations regarding local inspections carried out by the panel of judges are related to the need to directly examine the object of the dispute, namely the land that is the subject of the dispute. Local inspections are carried out to confirm the existence and condition of the disputed object directly. The local examination is one of the elements in the law of evidence, in formal juridical terms, not as evidence but as a reinforcement or clarification of the facts or events of a case if the panel of judges feels that the evidence carried out by the parties is still inadequate.

In this case, the examination was carried out based on the initiative of the panel of judges to ensure that the land object of dispute intended by the Plaintiff and the Defendant was the same. During the local examination of this case, the panel of judges did not involve these parties or obtain results regarding the history of the land object of dispute. The results obtained by the panel of judges in this case ensured that there were no differences regarding the location, area and boundaries of the land subject to dispute. Regarding the results of local examinations based on Article 153 paragraph (1), HIR emphasized that the panel of judges can use the results of local examinations as information for the judge.

This is one of the elements in the law of evidence, which aims to clarify the facts or events of the case. This principle is regulated in Article 186 HIR, which allows the court to carry out local inspections to obtain clarity regarding the object of the dispute. Thus, local inspections are essential in resolving land disputes at the Polewali District Court.

Legal considerations regarding the evidence submitted by the parties (Plaintiff and Defendant) are essential in resolving land ownership disputes. The panel of judges considered the documentary evidence submitted, such as authentic deeds and witness statements, to support each party's arguments. The panel of judges, in considering the law, stated: "Considering, the evidence of documents signed P-1 to P-13 is linked to the statements of witness Paddara, witness Lauseng, and witness Busman presented by the plaintiff.

Evidence of letters signed TI II-1 to TIII-6 and witness statement Abd. Rasyid proposed by the Defendants." The general principle in the law of evidence is to give the opposing party the right to present opposing evidence submitted by the Defendant or Defendants for the purposes of their defense. Based on Article 163 of the HIR, it states as follows: "Anyone who postulates that he has a right, or submits an event to confirm his right or to deny the existence of another person's right must prove the existence of that right or event."

In civil trials, several types of evidence can be used; in this case, there is documentary and witness evidence. A deed is a letter as evidence signed according to the event that forms the basis of a right or obligation, which is made intentionally for proof. According to Nyoman A. Martana, a letter can be said to be a deed and must meet the following requirements: I made it deliberately for proof. All documentary evidence submitted by the parties was prepared for being evidence. It contains events that form the basis for a legal action to occur. All documentary evidence submitted by the parties contains events that form the basis of a legal action. All documentary evidence submitted by the respective parties contains signatures from the parties concerned.

The general principle in the law of evidence, regulated in Article 163 HIR, states that the party claiming an event or right must prove the truth of his claim. Thus, the evidentiary strength of documentary evidence and witnesses is critical in determining the validity of the claim and the final decision in the trial. Legal considerations regarding the role of the government, especially the National Land Agency, in the land sector are essential in resolving land ownership disputes. The National Land Agency has the task of carrying out government affairs in the land sector, including issuing land rights decrees and issuing land rights certificates. The land registration process is regulated in Article 12 PP Number 24 of 1997, which includes land registration activities for the first time and maintaining land registration data.

Based on Article 1 Number 12 of the ATR/BPN Ministerial Regulation Number 3 of 1997, namely, "Warkah is a document which is a means of proving the physical data and juridical data of a land parcel which has been used as a basis for registering the land parcel." The National Land Agency issues land title certificates based on documents submitted for land registration. A certificate is a proof of rights that acts as a vital means of proof regarding the physical and juridical data contained therein as long as the physical and juridical data are by the data in the measurement letter and land rights book in question. The history of the land subject to dispute should be recorded, and in 1982, a Certificate of Ownership was issued in the name of Samsu.

In 2010, the Polewali National Land Agency issued a Certificate of Ownership Rights in the name of Syamsuddin, the application submitted by Defendant I with supporting data that should not have been used. The data used by Defendant I when registering the disputed land object in the form of sale and purchase documents from Paddara cannot be proven to be authentic. Apart from that, based on this document, the rights transfer was not from Samsu but from Paddara. Based on Article 12 Paragraph (2) PP Number 24 of 1997, this is included in the activities of maintaining land registration data. In this case, the Polewali National Land Agency was not withdrawn or did not participate in resolving this dispute. The Polewali National Land Agency should have been attracted to participate because of the urgency of proving ownership rights and the origin of the land based on land books or certificates kept by the National Land Agency.

The government's role through the National Land Agency has a significant impact in ensuring clarity of land ownership and supporting the resolution of land disputes fairly and by applicable law. Legal considerations regarding parties who do not have rights to the object of the dispute are essential in resolving land ownership disputes. The panel of judges stated that parties other than the plaintiff were "burgerlijk better" who did not have rights to the land object of the dispute based on Article 532 Paragraph (1) of the Civil Code regarding *best*. In this case, the panel of judges stated that the parties other than Russia were *burgerlijk better*, where *Bezit* is the position of a person who controls an object either by himself or through another person and who maintains or enjoys it as the person who owns the property. 2 (two) conditions must be met to become a better, namely: "Corpus, namely the relationship between the person concerned and the object and animus, namely the relationship between the person and the object that must be desired by the person concerned. What is meant by will is perfect will (Soedewi, 2000)."

If a person fulfills these requirements, he or she obtains legal protection as a better. In this case, the Defendants cannot be said to be beziters because the Defendants do not fulfill the requirements for being beziters. The Defendants did fulfill the Corpus but did not fulfill the animus, judging by the fact that they did not want it. Moreover, a certificate of ownership was submitted as evidence to invalidate the plaintiff's claim. The ownership certificate means that Defendant I claims to be the owner of the land subject to dispute.

The provisions of Article 533 of the Civil Code (Civil Code) state that *bezit* is always considered honest, and anyone who claims something is dishonest is obliged to prove it. The panel of judges stated that parties other than the plaintiff had no rights to the land object of dispute. Parties other than Russia are considered *burgerlijk better*s who fulfill Corpus and Animus's requirements to improve. However, the Defendants cannot be said to be better because they do not meet the Animus requirements. They submitted a certificate of ownership as proof, but according to Article 533 of the Civil Code, *bezit* is considered honest unless there is evidence to the contrary. This confirms that parties who do not have legal rights to land do not have the right to control or use it. Thus, these considerations help determine legal ownership rights and support the final decision to resolve land disputes at the Polewali District Court.

The judge's legal considerations in Decision Number 5/Pdt.G/2019/PN. Pol covers some essential things. First, the judge considered Article 136 HIR, which states that the adjudication authority must be decided before examining the primary lawsuit. Second, the judge carries out examinations and trials on land dispute objects based on the permanent jurisprudence of the Dutch Hooggerechtshof (HR) to ensure fairness in dispute resolution. Third, the judge also considered the need for a local examination to clarify the dispute's object by Article 186 HIR.

There are two types of land registration, namely, registration of deeds or "registration of deeds," usually called land registration with a negative stelsel and registration of rights or "registration of title," or usually called land registration with a positive stelsel or Torrent system. Regarding the strength of the parties' evidence, if seen from the land registration system by looking at the publication system. Land registration is a technical record that shows the area, value and ownership of a plot of land on an ongoing basis.

In the system adopted by Indonesia, the drawback is that registration is not carried out smoothly, and registration in the name of someone who is not entitled can eliminate the rights of other people who are entitled. In this case, there are 2 (two) Certificates of Ownership Rights for land, which the Polewali National Land Agency officially issued. The Land Rights Certificate is an authentic deed according to the UUPA, which can be said to be perfect evidence as long as it cannot be proven otherwise. In this case, we will look at how the Certificate of Ownership in the name of Syamsuddin was issued by looking at the procedure for issuing the certificate.

Adding the judge's consideration to the deed recording is a burden or obligation for the party who uses or obtains rights to the land. The certificate of ownership in the name of Syamsuddin speaks of a certificate whose deed recording cannot be proven. The authenticity of the receipts made by the parties, which were used as evidence by the Defendants, cannot be proven, and there are no witnesses to support them. The recording of a deed whose authenticity cannot be proven causes the legal strength of the certificate of title to the land to be issued to be questioned. The recording of the deed on the Certificate of Ownership in the name of Syamsuddin is a private deed.

Private deeds do not have the power to prove birth. This is because the signature on a private deed has the possibility of being denied. The strength of formal proof depends on the recognition of the truth of the deed by the parties concerned. Thus, the judge's legal considerations in the decision reflect efforts to uphold justice and legal certainty in resolving land disputes.

3.2 Legal Consequences of the Strength of Evidence of the Disputing Parties in Decision Number: 5/Pdt.G/2019/PN.Pol.

Legal consequences of the strength of the evidence of the parties to the dispute in Decision Number 5/Pdt.G/2019/PN. Pol has a significant impact on resolving land ownership disputes. The decision stipulates that the defendant must hand over the disputed land object to the plaintiff as the land owner, as proven in the civil trial. This shows that the strength of the evidence obtained by the plaintiff, both through documentary evidence and witness statements, has strengthened his land ownership claim. A lawsuit is a form of rights claim made to obtain rights protection from the court.

In the case of District Court Decision Number 5/Pdt.G/2019/PN. Pol, is a material rights case regarding the ownership rights of an object, namely land, which is resolved in the district court. Land ownership rights are proven by a land title certificate. A land title certificate is a product issued by the National Land Agency, which is a State Administrative Official. Thus, based on Article 53 of Law Number 5 of 1986 concerning the State Administrative Court, land title certificates are the object of the State Administrative Court (PTUN). So, if there is a dispute over a certificate of land rights, the PTUN has the right to examine and adjudicate.

Settlement of land disputes resolved through the courts can be resolved through lawsuits to the national land agency, civil lawsuits in general courts, lawsuits in the PTUN, and cassation up to judicial review in the Supreme Court. In this case, decision number 5/Pdt.G/2019/PN. Pol is a case resolved by a civil lawsuit in general court. Based on the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 9 of 1999 concerning Procedures for Granting and Cancellation of State Land Rights and Management Rights, resolving cases uses litigation or court, namely canceling land rights. In this case, the canceled land right or certificate was the Ownership Certificate in the name of Syamsuddin a mechanism for resolving land disputes through civil lawsuits in district courts by carrying out duties and authorities.

Civil courts have the duty and authority to receive, examine, adjudicate and resolve disputes between litigants. The panel of judges in this case has carried out its duties and authority to receive, examine and try a case. The essence of civil justice is to assess who has the right and who does not have the right to the plot of land in question, not to assess the administrative validity of the certificate issuance. Apart from that, Decision Number 5/Pdt.G/2019/PN. Pol also emphasized that the judge's decision has binding force (*bindende kracht*) for the parties involved in the dispute. This means that the decision can no longer be contested and must be obeyed by all parties involved. The Defendants did not appeal, so the decision has permanent legal force (*in kracht van gewijsde*) and is considered correct.

Legal consequences of the strength of the evidence of the parties to the dispute in Decision Number 5/Pdt.G/2019/PN. Pol is that the defendant is obliged to hand over the land to the plaintiff by the judge's decision, which has permanent legal force. This decision is binding and must be obeyed by all parties involved in the dispute. Based on decision number 5/Pdt.G/2019/PN. The judge accepted part of the plaintiff's claim. In this decision, the judge ordered the Defendants to hand over the disputed land object to the plaintiff as the land owner, who had been

proven in the case settlement at the civil trial. In the author's opinion, this decision has legal consequences for the parties, including:

Based on the lawsuit, the plaintiff got what he asked for, based on decision number 5/Pdt.G/2019/PN. Pol has a warning that says "declare." The judge confirmed and determined the legal status of the land ownership rights of the disputed object, stating that the plaintiff was the legal owner of the land rights. Regarding the Certificate of Ownership in the name of Samsu, the plaintiff as his heir can apply for a replacement certificate and change of name by PP Number 24 of 1997 concerning Land Registration and Minister of Agrarian Regulation Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration. By fulfilling the applicable provisions, the plaintiff can obtain his rights to the land object of dispute.

Due to their unlawful actions, based on decision number 5/Pdt.G/2019/PN Pol, the Defendants must hand over the disputed land to the plaintiff. About the Certificate of Ownership in the name of Syamsuddin, the land rights must be canceled because there was an administrative legal defect in its issuance. Another legal consequence is contained in the ruling, which reads "punish" so that the Defendants are obliged to pay forced money to the plaintiff in the amount of Rp. 1,000,000 (one million rupiah) every day since decision number 5/Pdt.G/2019/PN. Pol has permanent legal force until the Defendants hand over the disputed land to the plaintiff. Apart from that, based on Article 181 paragraph (1) HIR, the burden of court costs will be borne by the party who loses and accepts the verdict, so the Defendants are obliged to pay the court costs according to court decision number 5/Pdt.G/2019/PN. Pol amounting to Rp. 2,956,000 (two million nine hundred and fifty six rupiah). Land registration system by looking at the publication system. The land registration system adopted by Indonesia is a negative publication system that contains positive elements and adheres to 2 land registration systems, namely the land registration system with deed recording and rights recording. In this case, we will look at how each Certificate of Ownership Rights is issued by looking at the certificate's procedure. Regarding the certificate of ownership in the name of Syamsuddin, he talks about a certificate whose recording of the deed cannot be proven regarding the recording of deeds, which is a burden or obligation for the party who uses or obtains rights to the land.

4. CONCLUSION

Based on the description above, it can be concluded as follows: The basis for the judge's consideration in Decision Number 05/Pdt.G/2019/PN POL in land ownership rights disputes which reflects a sense of justice can be explained as follows: In the process of resolving land ownership rights disputes, the judge has carefully considered all the evidence submitted by the parties, whether in the form of power of attorney, statement letters, or witness statements. The judge has also carefully analyzed the validity and evidentiary strength of each piece of evidence presented. In this case, the judge has given both parties an equal opportunity to present evidence and provide a defense. Thus, the resulting decision has gone through a process that is transparent, fair, and based on applicable law.

The judge also considered justice when assessing each argument and the evidence presented. The decisions taken are based on vital legal considerations and the facts revealed in the trial. Thus, the conclusion of the problem formulation of the Judge's Basis for Consideration in Decision Number 05/Pdt.G/2019/PN POL in the Land Ownership Rights dispute reflects a sense of justice because the decision-making process was carried out objectively, based on applicable law, and taking into account rights. -The rights and obligations of both parties are proportional.

The trial process and the strength of the evidence of the parties to the dispute are critical in determining the outcome of a case. The parties are required to present strong and relevant evidence to support the claims or defenses they submit. In District Court Decision Number 05/Pdt.G/2019/PN POL, the judge carefully considered the strength of the evidence submitted by each party. The judge analyzes the evidence to determine the truth of the facts at the heart of the dispute. Based on the results of the analysis of the strength of the parties' evidence, the judge then makes a decision that is deemed most by the law and the facts revealed in the trial. This decision is binding on the parties to the dispute and must be obeyed and implemented.

The conclusion from the formulation of this problem is that the legal consequence of the strength of evidence of the disputing parties in the District Court Decision Number 05/Pdt.G/2019/PN POL is that the judge's decision is based on the evidence submitted and the strength of the evidence revealed in the trial so that the decision must be respected and implemented by the parties involved.

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