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Government Responsibility for Troubled Land Rights Lawsuit

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ABSTRACT
Land registration in Indonesia adheres to a mixed system, a negative system with a positive tendency, meaning that the state does not guarantee the absolute truth of the data presented in the certificate, but as long as no one else filed a lawsuit in court who felt more entitled, so the data in the certificate was proof of strong rights. This research is a non-analytic normative juridical study, the theoretical basis used is the level of normative / contemplative legal theory, the approach in this research is the statute approach. The analysis used is qualitative juridical analysis, namely by collecting and collecting material material, then arranged in a particular framework, then analyzed according to the means of analysis by interpreting the law, legal construction, and legal arguments. From the results of the discussion it was concluded: 1) the lawsuit is judicially premature. The police report cannot be used as a basis for filing a quo lawsuit before obtaining a permanent legal judgment. 2) Lawsuit filed by the Plaintiff less parties (plurium litis consortium), and Lawsuit cannot be accepted (niet ontvankelijk verklaard). 3) The Plaintiff has never owned land that was the Object of the Plaintiff I. The Plaintiff has never owned two land which became Object Plaintiff II but the Plaintiff has signed a power of attorney and a sale and purchase certificate to release ownership of the two land areas. 4) Government Regulation No. 24/1997 introduces the principle of legal certainty as regulated in Article 32 which reflects the shift in the system adopted by land registration in Indonesia from negative system to negative system plus Government.

Keywords: Responsibility, Claim, Government, Rights

1. INTRODUCTION

National development aims to create a just and prosperous society that is materially and spiritually equitable for all Indonesian people based on Pancasila and the 1945 Constitution[1]. Land is a gift from God Almighty, created by living creatures, so to realize prosperity and social justice, the element in the implementation of development that is inevitable is the need for land or land[2]. Soedharyono Soimin, quoting Prof.'s opinion Mr. Annie Abbas Manopo, explained Article 1 of Law No. 2/1960 that the community felt happy after the LoGA, there was legal certainty about land rights that had been controlled[3].

Article 19 paragraph (1) of the LoGA states: to guarantee legal certainty, the government will hold registration of land throughout the territory of the Republic of Indonesia. Paragraph (2) states the land registration in paragraph (1) includes: "a. Measurement, mapping, and accounting of land, b. Registration of land rights and transfer of rights, c. Giving proof of rights which is valid as

[1]T. Gilarso, Introduction to macroeconomics. Kanisius, Yogyakarta, 2004, hal. 235
[2]Zainal Arifin and Muhammad Ihsan Muhlashon. "Legal Protection of the Certificate of Land Rights as a Proof of Land Ownership (Case Study of Blitar District Court Decision Number 70 / Pdt. G / 2016 / PN. Blt)." MIZAN, Journal of Legal Studies 8.1. 2019, hal. 46
[3]A Zen, Patra M., and Daniel Hutagalung. Guide to Legal Aid in Indonesia: your guide to understanding and resolving legal issues. Indonesian Torch Foundation. Jakarta, 2007., hal. 169

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a strong proof. Mentioned in Government Regulation Number 24 of 1997 concerning Land Registration (Statute Book Number 42 of 1997) (hereinafter referred to as PP Number 24 of 1997). [4]. The administration of land registration in modern society is carried out by the Government for the benefit of the people, in the framework of providing legal certainty and legal protection in the land sector[5].

According to Article 32 paragraph (1) Government Regulation Number 24 of 1997 the land registration system in Indonesia follows a mixed system, which is a negative system with a positive tendency, namely the State does not guarantee the absolute truth of the data presented in the certificate, but as long as there are no other people who file a lawsuit to a court that feels more entitled, then the data in the certificate is proof of strong rights. Whereas paragraph (2) Government Regulation Number 24 of 1997 further reiterates guarantees of certainty and legal protection for holders of land certificates, which contain several conditions, including:

a. A certificate of land is obtained in good faith;
b. Holders of land rights must physically control their land for a certain period of time, i.e. since five years since the issuance of the certificate of land;
c. After five years of receipt of a certificate of land rights if there is no objection from a third party, the existence of the certificate of land can not be contested anymore.

Article 32 paragraph (2) PP No. 24 of 1997 affirms that certificates of land rights are strong evidence so that the perception arises that land rights are free from lawsuits. This is where the ambiguity of Article 32 paragraph (2) PP No. 24 of 1997, while in practice in the field there are still many claims against land holders while it has been controlled for more than 5 years based on the acquisition results that do not contain elements of good faith[6]. According to Government Regulation Number 10 of 1961 concerning Land Registration, which is in the form of written evidence, witness statements and / or the relevant statement whose level of truth by the Adjudication Committee / Head of the Land Office is considered sufficient to register his rights[7].

Land disputes or lawsuits on land rights can be prevented, at least minimized if an effort is made to avoid the cause, disputes are legal events, so the reasons are known and recognized by re-examining the existing views of land law. From disputes in court, the case settlement process requires a long time, sometimes up to years, this is due to the level of court that must be passed, namely the District Court, High Court and Supreme Court. This research emphasizes more on how the government's responsibility for lawsuits over land rights issues is problematic because there are

[4]Soedargo Gautama, Interpretation of the Basic Agrarian Law, Bandung, Alumni, 1993, hal. 92
[5]Boedi Harsono, Indonesian Agrarian Law History of the Establishment of the Basic Agrarian Law, Contents and Implementation Volume I National Land Law, Djambat, Jakarta, 2007. hal. 72
[6]Zainal Arifin and Muhammad Ihsan Muhlashon. Op Cit, hal. 47
[7]Sri Wijayanti. Legal Certainty Certificates of Land Rights as Evidence of Land Ownership Rights (Case Study of MA Decision on South Meruya Land Dispute). Diss Diponegoro University, 2010., hal.1

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still many certificates of ownership of land issued as objects of dispute arising from the process of acquisition, even the transfer of rights and various rights originating from I'tikad are not as good as required in applicable laws and regulations. This research is a very interesting topic to be the object of research because it is full of problems.

2. RESEARCH METHODOLOGY

` This research is anormativejuridical study[8] non-analytical[9] which studies and analyzes the legal materials related to the problem under study " [10] to examine the application of rules or norms in positive law[11] for give juridical argument when there is emptiness, obscurity and norm conflicts. Therefore, the theoretical basis used is the level of normative / contemplative legal theory, while empirical legal research uses a theoretical basis contained in empirical legal theory or theories contained in legal sociology[12] is also a scientific activity to provide reflection / assessment against legal decisions that have been made against legal cases that have occurred, or will occur and are not solely based on normative considerations, but also take into account other non-legal factors[13]. The approach in this study is the Statute *Approach* to examine all laws and regulations relating to the legal issues being addressed.

Data collection is based on the hierarchy of statutory regulations by starting to look for norms at the constitutional level of the law, which is often called a search with the snowball system, meaning that it continues to roll from the highest rule to the lowest rule[14]. Primary legal materials and secondary legal materials are processed by sorting materials that have relevance to the issues discussed. Furthermore, these materials are selected, analyzed, and grouped according to sub-sections that are directed to describe the answers to the problems that are the object of this study[15]. The steps taken include: a. Legal material inventory; b. Legal material identification; c. Systematizing legal materials; d. Legal material analysis; c. Design and writing[16].

[8]H. Purwosusilo. Legal Aspects of Procurement of Goods and Services. Prenada Media, Jakarta, 2017. hal. 56
[9]Süleyman Uyar. Contemporary Approaches in Businesses. Ijopec Publication, Mar 15, 2019. hal. 60
[10]Supianto, Fiduciary Guarantee Law: Principles of Publicity in Fiduciary Guarantees. Garudhawaca Publisher, Jakarta. 2015. hal. 22
[11]Indra Rahmatullah. Intellectual Property Rights Assets as Collateral in Banking. Deepublish, Yogyakarta, 2015. hal. 23
[12]I. Made Pasek Diantha. Normative legal research methodology in justifying legal theory. Prenada Media, Jakarta, 2016. hal. 12
[13]Jonaedi Efendi and Johnny Ibrahim. Normative and Empirical Legal Research Methods. Prenadamedia Group. Jakarta. 2016. hal. 130
[14]I. Made Pasek Diantha. Op. Cit. hal. 150
[15]Kalimatul Jumroh and Ade Kosasih. Return of State Assets from Corruption Actors (Study of the Law on Combating Corruption and the United Nations Convention Against Corruption 2003). CV. Zigie Utama, Bengkulu. 2019. hal. 38
[16]Agus Yudha Hernoko. Legal agreement. Prenada Media, Jakarta, 2019. hal. 43

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The series of stages begins with an inventory and identification of relevant sources of legal materials (primary and secondary). The next step is to systematize all existing legal materials. This systematization process is also applied to the principles of law, theories, concepts, doctrines, and other reference materials. The series of stages is intended to facilitate the assessment of research problems[17]. Analysis of legal materials used is qualitative juridical analysis by collecting and gathering materials, then arranged in a particular framework, then analyzed according to ways of analysis by interpreting the law, legal construction, and legal argumentation[18].

3. DISCUSSION

Lawsuit for Troubled Land Rights (Decision of the Supreme Court of the Republic of Indonesia Decision Number 21 / Pdt.G / 2017 / PN Bjn) ofhears the Bojonegoro District Court that examines andCivil cases in Lawsuits in the First Level Court in the case between: Suntoko, born in Bojonegoro, 16-12-1961, male, Indonesian citizenship, Islam, occupation Farmer, residing in Dawung Hamlet, Mojodelik Village Rt. 10 / Rw. 02 Gayam District, Bojonegoro Regency; In this case it gave power to Sumar P. Marbun, SH, Hans E Marbun, SH., And Kaspar Sirait, SH. Advocates at the "SUMAR & PARTNERS" Law Office with offices at Jalan Barito II No. 33 B South Jakarta based on a special power of attorney dated August 23, 2017; hereinafter referred to as Plaintiffs; [19]

The opponents of the plaintiff are: 1. Exxon Mobil Cepu Limited Emcl, the seat of Wisma GKBI Jalan Jenderal Sudirman No. 28 Jakarta. Or Jalan Bojonegoro-Cepu Km 18 Desa Talok, Kec Kalitudu, Bojonegoro, as Defendant I; 2. Yasin, residing in Gledekan Hamlet, Rt. 15 / Rw. 04 Mojodelik Village Kec. Gayam Kabupeten Bojonegoro, as Defendant II; 3. Parmo, resides in Brabowan Village, Rt. 006 / rw. 002, Gayam District, Bojonegoro Regency, as Defendant III; 4. Satrip, residing in Samben Hamlet Rt.01 / Rw.01 Mojodelik Village, Gayam District, Bojonegoro Regency, as Defendant IV; 5. Purwanto, residing in Samben Hamlet Rt.03 / Rw.01 Mojodelik Village Kec. Gayam, Bojonegoro Regency, as Defendant V; 6. Siti Nurul Hidajah, SH, M.Kn. Notary, the seat of Brig. Sutoyo Sut No. 14 Bojonegoro, as Co-Defendant; [20]

Regarding Seated Case: The Plaintiff submits his lawsuit dated September 11, 2017, which was registered at the Registrar's Office of the Bojonegoro District Court under the Case Register Number: 21 / Pdt.G / 2017 / PN Bjn on September 11, 2017, stating the basis of the lawsuit as follows : 1. That the Plaintiff has two land plots of 7600m2 each located in Mojodelik Village,

[17]*Ibid*. hal. 43
[18]Kalimatul Jumroh dan Ade Kosasih. *Op Cit*. hal. 39
[19]Decision of the Supreme Court of the Republic of Indonesia Decision Number 21 / Pdt.G / 2017 / PN Bjn, hal. 1
[20]*Ibid*, hal. 1

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Gayam District, Bojonegoro Regency, East Java Persil 43, Block D-IV, Kohir 1005 and 9000m2 located in Mojodelik Village, Gayam District, Persil 10 Block S-IV Kohir 777 total total area taken by Defendant I in two locations is 16600 m2. 2. That Defendant I purchased the Plaintiff's land from Defendant II, Defendant III, Defendant IV and Defendant V based on the deed of power of attorney for selling 2047 dated June 6, 2007 before Siti Nurul Hidajah SH., M.Kn. Notary in Bojonegoro, without the plaintiff's knowledge, and was never signed by the Plaintiff, 3. That based on Defendant I's explanation to Edison A Sirait, the attorney who represented the Plaintiff's interests in the past in the correspondence stated by the Plaintiff I in letter Number: 117 / PLC / JKT / 2016 dated December 23, 2016 states: "Suntoko and his wife have signed the deed of attorney no. 2047, dated June 6, 2007, containing power to sell land rights from parcel Number 43 BLOCK d.IV. Kohir Number 1005 covering an area of approximately 4750m2 However, Defendant I controlled all of Plaintiff's land area of 16,600 m2 which was currently fenced by Defendant I for oil and gas drilling so that the Plaintiff could not work on the land intended for agricultural fields to support the Plaintiff's large family. 4. That Defendant I's statement is incorrect, the Plaintiff and Wife have never made / signed the deed of selling power as stated by Defendant I. 5. That the object of the case is the paddy land with the boundaries of Kohir 777 Size of 9000 m2 as follows: East: bordered by land owned by Patijo West: bordered by land owned by North Guntur: bordered by land owned by South Sunari: bordered by land owned by Kaspan. The boundaries of Kohir 1005 7600 area as follows: East: bordering land owned by Lasman West: bordering land owned by North Lamijan: bordering land owned by South Suntoko: bordering land owned by Kaspan. 6. That the sale and purchase transaction of the plaintiff's property was carried out by Defendant I before Siti Nurul Hidajah SH., M.Kn. The notary public in Bojonegoro in this Lawsuit participated as ACCUSED. 7. That the Defendant made / signed the Deed of Transfer of Rights (APH) of land owned by the Plaintiff between Defendant I and Defendant II, Defendant III, Defendant IV, and Defendant V so that it caused losses to the Plaintiff. hers No. 2047, dated June 6, 2007 to Defendant II to Defendant V. 9. That upon the actions of Defendant II to Defendant V forged the Plaintiff's signature. The Plaintiff has reported Defendant II, Defendant III, Defendant IV and Defendant V to the authorities (Police Bojonegoro). 10. That the Plaintiff's land which is currently controlled by Defendant I, covering an area of 16600 m2, can no longer be planted by the Plaintiff's extended family which has been the foundation of the Plaintiff's large family to be cultivated as agricultural land in the form of rice fields to support the Plaintiff's extended family[21]. Plaintiff demands compensation for Defendant I as a whole: Rp. 6,976,000,000 (six billion nine hundred seventy-six million rupiah) plus paying coercive money *(dwangsom)* jointly to the Plaintiff in the amount of Rp. 2,000,000 (two million) rupiah every day. put confiscation

[21]*Ibid*, hal. 3

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(conservatoir beslag) to the property of Defendant I in the form of Exxon Mobil Cepu Limited (EMCL) Office Building on Jalan Bojonegoro - Cepu Km 18 Desa Talok, Kalitidu District Bojonegoro East Java. And other assets carried out on all Defendant I to Defendant V's assets under Article 1131 of the Civil Code, until the confiscation is estimated to be sufficient to meet the amount of the Plaintiff's claim[22].

With respect to the Plaintiff's claim, Defendant I provided the following basic answers:

a. In Exception

1) The Lawsuit filed by the Plaintiff in theCase *A quo* is Premature: (a) Whereas in item 8 of the Lawsuit, the Plaintiff stated "... never signed a Proxy of Selling His Land No. 2047, dated June 6, 2007 to Defendant II until until / with Defendant V: (b) The Plaintiff considers Defendant II to Defendant V has falsified the Plaintiff's signature, the Plaintiff has reported Defendant II to Defendant V to the authoritiesDefendant II to Defendant V to the authorities *in casu ofDistrictin casu ofDistrict* the BojonegoroPolice, (c) In other words, in order to uphold the arguments ofthe BojonegoroPolice, (c) - The claim of the claim that Defendant I is the legal owner of the parcels of land that were the object of thesuit *a quo*, the Plaintiff has taken criminal law to question the validity of the Power of Attorney Deed No. 2047, dated June 6, 2007, made before the Notary Reza Perveez Kalia (Notary Reza Perveez Kalia) hereinafter referred to as "Power of Attorney No. 2047") (d) That upon the police report, the Plaintiff filed a lawsuit against Defendant I up to Defendant V incase *a quo*; (e) based on this fact, the Plaintiff's claim is legally clearly premature. Because the Police Report filed by the Plaintiff cannot be used as a basis for filinglawsuit *a quo* before obtaining a decision of permanent legal force *(inkracht van gewijsdd)* which states that there was a falsification of signatures in the drafting of Power of Attorney No. 2047 as argued by the Plaintiff;

2) Plaintiffs' *Deficiency Plaintium (Exceptio Plurium Litis Consortium):* (a) The Plaintiff Does Not Make SKK Oil and Gas as a Party in the Claim; (b) Deed of Waiver No.339 dated 29 July 2013 made by Notary / PPAT Siti Nurul Hidajah, SH, M.Kn. on land parcel Number 10, Klas S.IV, Book C Village Number 777, covering an area of 2,581 m2, concerning the release of rights to said land by Purwanto (Defendant V incase *a quo*) to Defendant I ("Deed of Releasing Rights I"); (c) Deed of Waiver No. 297 dated 29 July 2013 made by Notary / PPAT Siti Nurul Hidajah, SH, M.Kn. on Persil land number 10, Klas S.IV, Book C Village number 777, covering an area of 8,252 m2, concerning the release of rights to said land by Satrip (Defendant IV incase *a quo*) to Defendant I (Deed of Releasing Rights II); as well as the Deed of Waiver III; and Deed of Waiver IV. (d) The Plaintiff is proven

[22] *Ibid*, hal. 3

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to know that Defendant I is only acting as the attorney from BP MIGAS / SKK MIGAS in the procurement of land in the Cepu Block working area, including on land parcels that are subject tolawsuit *a quo*. The summons letters sent by the Plaintiff's attorney to Defendant I, dated 28 April 2017 and 26 May 2017, were also sent to SKK MIGAS. related to the granting of power of attorney, it is necessary to pay attention to Article 1814 of the Civil Code and Article 1815 of the Civil Code which reads as follows: Article 1814 Civil Code: "The Authorizer can withdraw his power when he wishes, and if there is a reason for it, forcing the power to return the power he holds" Article 1815 Civil Code "Withdrawals that are only notified to the power of attorney cannot be brought forward to third parties who, because they are aware of the withdrawal, have entered into an agreement with the power of attorney." This does not reduce the claim of the authority of the authorizer to the power of attorney. "The

Defendant I should emphasize that the Power of Attorney No. 2047 is an authentic deed made by Reza Perveez Kalia, SH Notary in Bojonegoro and therefore, based on the provisions of Article 1870 of the Civil Code, is perfect proof of the matters contained therein;

Abdul Ghofur, in his book "Abdul Ghofur Ansori, Indonesian Notary Institution: Perspective H Law and Ethics "(Yogyakarta: UII Press, 2009), page 34, states that the responsibility of a notary public as a public official relating to the material truth of the deed he makes is divided into 4 (four), namely: a. Civil notary responsibility for material truth to the deed he made; b. Criminal notary liability for material truth in the deed he made; c. The notary's responsibility is based on the notarial regulations regarding the material truth in the deed he made; d. The responsibility of a notary in carrying out his / her office duties based on a notary code of ethics;

M. Yahya Harahap, SH in his book entitled "Civil Procedure Law concerning Lawsuit, Confiscation, Proof, and Court Decision", publisher of Sinar Grafika, Third printing, 2005 on pages 112 to 113 argued: "Another form of error in persona is called *plurium litis consortium*Person who acts as a plaintiff or who is drawn as a defendant: Incomplete, there are still people who must take part as plaintiffs or are drawn by the defendant; Therefore, the lawsuit contains *error in persona* in the form of *plurium litis consortium* in the meaning of the lawsuit filed. less side.

Therefore, the Plaintiff did not involve other parties who have a legal relationship and / or closely related to the case *a quo* as a defendant, then the lawsuit filed by the Plaintiff less party *(plurium litis*consortium),and the lawsuit can not be accepted *(niet ontvankelijk*verklaard).

3) a lawsuit Unclear *(exceptio obscuur Libelum)* (a) the fact Deed of Authorization No. 2047 that Di argued by the Plaintiff in Number 2 Posita Plaint is not available / unclear whereabouts (b) Whereas in item 2 Posita Plaintiff, the Plaintiff argues "That Defendant I

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bought the Plaintiff's land from Defendant II, Defendant III, Defendant IV and Defendant V based on the deed of power to sell No. 2047 on June 6, 2007 before Siti Nurul Hidajah, SH, M.Kn. The notary in Bojonegoro is absent / unclear whereabouts;

Based on the history of land ownership and available legal documentation related to the Object of Lawsuit I as described above, the Plaintiff has never been recorded as having obtained the transfer of rights to the land which was the Object of Lawsuit I from any party based on any legal mechanism, whether through haha, sale, will or testament , inheritance or other legal mechanisms; even Lawsuit Object II so that based on the descriptions above, it can be concluded that the Plaintiff is Now Not the Owner of the Lawsuit Object I or Lawsuit Object II. The Plaintiff has never owned land that was the Object of the Plaintiff I. The Plaintiff has owned two land which became Object Plaintiff II but the Plaintiff has signed a power of attorney and a sale and purchase certificate to release ownership of the two land areas.

2. Government Responsibility for Troubled Land Rights Case

Laws Regulations that can be used as a legal basis for resolving legal disputes over land, namely Government Regulation Number 24 of 1997, Minister of Home Affairs Regulation Number 3 of 1999 and Minister of Home Affairs Regulation Number 9 of Year 1999 and operational basis in the Decree of the Minister of Home Affairs Number 72 of 1981 concerning the Organizational Structure and Work Procedures of the Provincial Agrarian Directorate and the District / Municipality Agrarian Office, specifically Article 35 concerning the Establishment of the Technical Guidance and Legal Settlement Section which is tasked with providing technical guidance in the field of rights management land and resolve legal disputes related to land rights.
Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration explains written evidence to prove new rights and old rights.

Article 60 Regulation of the Minister of State. Agrarian / Head of the National Land Agency Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration stated that written evidence used for registration of old rights are: a. grosse deed of eigendom rights issued under Overshrijvings Ordonantie (S. 1834-27), which has been affixed with notes that the relevant eigendom rights are converted to ownership rights; b. grosse deigendom rights deed issued under Overshrijvings Ordonantie (S.1834-27) from the enactment of the LoGA until the date of land registration carried out according to Government Regulation No. 10 of 1961 in the area concerned; c. certificate of ownership which is issued based on the relevant Self-Regulation Regulations; d. certificate of ownership issued based on Minister Regulation No. 9 of 1959; e. Decree of granting ownership rights from the authorized official, either before or since the enactment of the LoGA, which is not

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accompanied by an obligation to register the rights granted but has fulfilled all the obligations mentioned therein; f. land / land tax collections, girik, pipil, kekitir and Indonesian Verponding before the entry into force of Government Regulation Number 10 of 1961; g. deed of transfer of rights made & under Langan bearing the mark of testimony by the Head of Customary / Village / Village Head made before the entry into force of this Government Regulation accompanied by the basis for the rights transferred; h. deed of transfer of title to land made by the PPAT, whose land has not been recorded with the basis of the transferred right; i. endowment pledge deed / endowment pledge letter made before or since it began to be implemented.

Government Regulation Number 28 of 1977 accompanied by the basis of the rights represented; j. minutes of auction made by the authorized Auction Officer, whose land has not been recorded with the basis of the transferred rights; k. a letter of appointment or purchase of land replacement plots taken by the Government or Regional Government; l. certificate of land history that was made by the Land and Building Tax Service Office accompanied by the basis of the transferred rights; m. other forms of written evidence in whatever name as referred to in Articles II VI and VII of the LoGA Conversion Provisions.

Proof with witnesses in the land law is used if proof of ownership of a piece of land in the form of written evidence referred to above is incomplete or non-existent, then proof of rights can be carried out with a statement by the relevant person and reliable information from at least 2 (two) witnesses from the local community environment that does not have family relations with the person concerned to the second degree both in upward and sideways kinship stating that the person concerned is the true owner of the plot of land.

The truth of the witnesses' testimony or the information given, the Adjudication Committee based on Article 60 paragraph (4) of the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration can: . looking for additional information from the community around the parcel of land that can be used to strengthen the testimony or information regarding the proof of ownership of the land; b. request additional information from the community as referred to in letter a which is expected to know the history of ownership of the plot of land by looking at the age and duration of residence in the area; c. look at the condition of the plot of land in its location to find out whether the person concerned physically controls the land or is used by other parties with the permission of the person concerned, and in addition can assess the buildings and plants that are on the plot of land that might be used as a clue to prove one's ownership over that parcel of land.

The statement letter, oath / promise along with the above testimony as outlined in the form of documents to be submitted to the Adjudication Committee is evidence in the land law which is

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also known in the Civil Code and with the description above I also believe that the evidence for evidence of rights has long been legally recognized for its existence at this time. This means that a transfer of land rights can be carried out with evidence used to prove the old right without a certificate of land rights, in that case only for old rights that have matured.

Government Regulation Number 24 of 1997 governing Land Registration is essentially to provide legal certainty guarantees that lead to the provision of legal protection for holders of land rights in Indonesia. The final stages of the land registration process are as follows: a. for the first registration process, land rights are the issuance of land certificates; b. for the process of transfer, transfer of rights or assignment and deletion, it will be recorded in the land book registers and finally the land certificate must also be recorded.

Thus the land certificate is a very important evidence for legal subjects of land rights, so that the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency Number 3 of 1997 which is an operational regulation of Government Regulation Number 24 of 1997 only requires evidence that has a very heavy weight lightweight, namely witness evidence in the process of issuing certificates of land, moreover Government Regulation Number 24 of 1997 introduces the principle of legal certainty as regulated in Article 32 which reflects the shift in the system adopted by land registration in Indonesia from negative systems to negative systems plus Government.

Supreme Court Regulation No. 1 of 1956 (Perma 1/1956). in article 1 Perma 1/1956 states: "If the examination of a criminal case must be decided in the event of a civil matter on an item or concerning a legal relationship between two particular parties, then the examination of a criminal case may be deferred to await a court decision in the examination of a civil case concerning the presence or absence of civil rights.

The witness's statement under oath filed by the Plaintiff before the court cannot confirm the Plaintiff's argument and petitum regarding the request to the Panel of Judges to declare as law that the Deed of Selling Power Number 2047 dated June 6, 2007 has no legal force, because the witnesses in his statement did not know the above The Plaintiff's right to the object of the dispute, also did not know about the process of the transfer of land rights that were recognized as being owned by the Plaintiff.

Based on the Certificate of Land History that was made and signed on June 1, 2011 by Sandoyo as the Head of Mojodelik Village, it was stated that the land was originally owned by Sasmito P. ICT or Sasmito with an initial area of 13,200m2, then ownership was transferred in 2004 to Emiliana Sri Mariati Furthermore, this land has been re-measured by the Bojonegoro District Land Office and based on Map No. field. 12.17.04.19.01827 dated June 10, 2011 jo. Declaration of Wide Difference dated August 23, 2011 signed and known by Sundoyo as the head of Mojodelik Village at that time, this land turned out to only have an area of 2,581m2, then this

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land then in 2011 changed ownership to Defendant V based on the Deed of Sale and Purchase No. 281/2011, dated 23 August 2011, made before PPAT Drs. Bambang Waluyo, Msi, witnessed by Sandoyo as Head of Mojodelik Village and Gunawan as Mojodelik Village Apparatus, and in 2013, Defendant V then relinquished his rights to the 2,581m2 land to Defendant I (as the attorney of SKK MIGAS) based on the Deed of Relinquishment of Rights I The Plaintiff has never been recorded as having obtained the transfer of rights to the land which became the Object of Lawsuit I from any party based on any legal mechanism, whether through a grant, sale, will, inheritance or other legal mechanism;

The Registrar's Office of the Supreme Court of the Republic of Indonesia seeks to always include the most current and accurate information as a form of the Supreme Court's commitment to public service, transparency and accountability in the implementation of the judicial function. Based on the description above, the Plaintiff cannot prove the arguments of his claim in the fourth petitum, while Defendant I has succeeded in proving his arguments, then the fourth Plaintiff must be declared rejected; because the Plaintiff's 4th / fourth was declared rejected, then for the 5th Petitum, 6th Petitum, 7th Petitum, 8th Petitum, 9th Petitum, because of their close ties and dependence on the 4th Petitum / fourth then it must also be declared rejected, as well as for the 1st Petitum and the 2nd petitum because it depends on other petitum which has been rejected, it must also be declared rejected; because the Plaintiff cannot prove the argument of the lawsuit, and all Plaintiff's claims have been rejected, the Plaintiff's claim must be declared rejected for all; because the Plaintiff's claim was declared rejected, the Plaintiff is on the losing side so the Plaintiff must be punished for paying the costs of this case;

In view of the provisions of article 1365 of the Civil Code and other provisions and regulations relevant to this case; In the Exception Refused the Defendant I's exception entirely; In Principal Case 1. Refuse the Plaintiff's claim to the full; 2. Punishing the Plaintiff to pay a court fee of Rp. 8,222,750, - (eight million two hundred twenty-two thousand seven hundred and fifty rupiah).

4. CONCLUSION

1. The lawsuit in the case of the Decision of the Supreme Court of the Republic of Indonesia Number 21 / Pdt.G / 2017 / PN Bjn was legally declared premature. The police report cannot be used as a basis for filing a quo lawsuit before obtaining a decision of permanent legal force namely signature forgery.
2. The lawsuit filed by the Plaintiff is less parties (plurium litis consortium), and the lawsuit cannot be accepted (niet ontvankelijk verklaard).
3. The Plaintiff has never owned land that was the Object of the Plaintiff I. The Plaintiff has never owned two land which became Object Plaintiff II but the Plaintiff has signed a power of attorney and a sale and purchase certificate to release ownership of the two land areas.

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4. Government Regulation No. 24/1997 introduces the principle of legal certainty as regulated in Article 32 which reflects the shift in the system adopted by land registration in Indonesia from negative systems to negative systems plus Government.

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