

Implementation of Decision Number 56/Pdt.G/2019/Pn Stb in Cases of Construction of Buildings on Land Loans

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Abstract : *Decision Number 56/Pdt.G/2019/Pn Stb There was a case in Paya Perupuk Village, Tanjung Pura District which involved the problem of constructing buildings on land belonging to other people where according to the agreement that had been described and signed together that the plot of land was loaned to meet the needs life. In this study using empirical juridical research with field research methods (field research) associated with library research methods (library research) as an effort to interpret the law. The approaches used in this research are statutory and factual approaches. The results of the first study, the Panel of Judges considered that the Defendants did not have a valid basis or strong basis for building a house and occupying the land object of the case and at trial there was no relevant and valid and authentic evidence on which the Defendants built a house and occupied the land object of the case the. So according to the Panel of Judges, it can be concluded that the Plaintiff is the legal owner of the land object of the case. Second, implementation of Supreme Court decision No. 56/Pdt.G/2019/PN Stb in the case of building construction on borrowed land in Paya Prupuk Village, Tanjung Pura District, based on information provided by the community, it is known that the case of refusing to return the borrowed land was a big mistake made by landlord to the landlord. The first reason was because he had violated the agreement that had been agreed upon, the second was taking rights that did not belong to him so that his actions had harmed the owner, and did not implement the judge's decision No. 56/Pdt.G/2019/PN.Stb.*

Keywords: *Land Disputes; Paya Perupuk Village; Absentee Land*

1. Introduction

Indonesia creates laws as rules to protect people and the State. All human activities are certainly protected by the rule of law and the course of a law is concurrent with human morality. Many regulations are implemented in Indonesia by the authorities, both public and private legal rules. One of the legal regulations applied in Indonesia is Law No. 28 of 2002 concerning buildings. In the law contained in article 8 paragraph (1) letter (a) it is explained that one of the conditions for constructing a building is "Land Rights Status, and/or Utilization Permit from Land Rights Holders".

Land is a very basic human need and most needed by humans. Humans live and carry out many activities on earth, so that humans have a relationship with the earth at all times. It can be said that almost all activities of human life, either directly or indirectly, always require land, both as a building site and as a source of income. Basically, land problems are very real experienced by people everywhere, especially during the construction period.

Land rights in Indonesia are recognized by the basic agrarian regulations (UUPA) which are manifested in the form of certificates of land rights as a strong means of proof which were followed up by government regulation number 10 of 1961 which has now been revoked and reaffirmed in government regulation number 24 1997 concerning land registration. Ownership of land does not only occur on land that does not yet have a certificate or abandoned land that has not been certified, someone's control over land that is not theirs but occupies it in good faith and for a certain period of time no one disturbs the claim or objections to the placement of the land, then the land can become his property. But the problem now is the placement of land that does not get permission to construct buildings without rights.

One such change is the erection of buildings on land belonging to other people. In addition, Indonesia's land rights policy which follows the horizontal principle also opens up the possibility of different ownership relationships between land and buildings or parts of land. Try Widiyona, explained the concrete manifestation of the principle of horizontal separation in the form of provisions for the acquisition of land rights based on an agreement between the owners of land rights or owners of land rights (primary rights/primary rights) and later rights holders/secondary rights holders).

The construction of buildings on other people's land as a building based on a land owner contract, in which the authorized person will be given the right to use the land for himself or another person for a certain period of time, usually requested when the land owner need. Furthermore, when the contract ends, all land ownership returns to the land owner. Differences in building ownership and land rights can be determined based on an agreement between the land owner and the borrower. Therefore, it is very important to know in advance the contents of the contract that will form the basis for the construction of a building on someone else's land. The agreement that occurs between the owner of the land and the borrower is the use of land for personal gain which results in being a source of livelihood, there is no content in the agreement stating the permissibility of constructing buildings.

A person needs a lot of things to satisfy himself that he can sometimes achieve alone or with the help of others. For urgent needs such as living expenses, a person often has to borrow money from other people. Thus, a contract is formed between the parties in a lending and borrowing transaction.

Borrowing and borrowing occurs because someone has an item while other people do not have the item when they really need it, so they borrow the item they need from the person who owns the item. This loan process is usually carried out by someone from the lower middle class, because the loan process is seen as an option when someone cannot meet their basic needs with cash.

Starting from the explanation above, there was a case in the village of Paya Perupuk, Tanjung Pura sub-district, which involved the problem of constructing a building on land belonging to another person, according to an agreement that had been described and signed together, that a piece of land was loaned to meet the necessities of life. The Paya Prupuk village community can be said to be a community with below average income and belongs to a group of people who have middle to lower economic values.

Because of this, it is very possible for people to make loans to fulfill some of their needs, be it in terms of clothing, food or shelter.

Borrowing of land carried out by the community aims to utilize the land because the large land is not utilized by the owner. The landowner then provides the land to the borrowers who treat it as agricultural land to help the borrowers run their economy. In this case the land owner is one person while the borrowers are several people in the loan transaction. Part of the written agreement states "no development or planting of perennials on the land, and even if the landowner reclaims the land, I must be prepared to return it at any time, and it may not be transferred under any circumstances."

Some time after the contract took effect, the borrower violated the agreement he had made by borrowing land, building buildings, and planting perennials on the borrowed land that they were not aware of. Not only one building was erected on the agricultural land, but several buildings allegedly belonged to the heirs of the land borrower.

After some time the land owner returned to see the condition of his land and asked for the return of the land he had borrowed on the grounds that the land would be sold. The land owner is responsible for his will by handing over part of his property to the borrower as compensation for the remaining buildings on the land. However, the borrower's heirs refuse to return the land because they already have buildings and facilities as a business. And the heirs of the borrowers, for too long this land has been neglected by the idle landowners until it becomes living land, that is, those who revive the dead land.

From the description of the incident above, the land owner filed a lawsuit with the court on the grounds that the land tenure was not in accordance with the agreement. Where the land owner submits that the land must be returned to him and there is not a single building on the land. As stated in Article 2, Article 3 and Article 4 of Perpu number 51 of 1960 concerning the prohibition of using land without permission the right or proxy states in essence that "regional authorities and regents, mayors/regional heads concerned can take actions to resolve disputes over the use of land between the rights of the land user and the person who has the right to the land. The action in question can issue in the form of an evacuation order if the person who is not entitled is still in control of land objects belonging to other people. Based on the description above, this phenomenon is interesting to study, so the authors formulate the problem regarding how the legal considerations of Supreme Court judges No. 56/Pdt.G/2019/PN Stb in the case of building construction on borrowed land in Paya Prupuk Village, Tanjung Pura District, and how to implement the Supreme Court decision No. 56/Pdt.G/2019/PN Stb in the case of constructing a building on borrowed land in Paya Prupuk Village, Tanjung Pura District?

2. Method

In this study using empirical juridical research that uses considerations from the starting point of analysis with facts that occur in the field in the form of an act in carrying out a judge's decision that does not refer to the suitability of applicable laws and regulations. In applying this type of research, the method used is in the form of field

research associated with library research methods as an effort to interpret laws. The approaches used in this research are statutory and factual approaches.

3. Legal Considerations of Judge Ruling Number 56/Pdt.G/2019/Pn Stb In the Case of Establishment of Buildings on Loan Land in Paya Prupuk Village, Tanjung Pura District

Decision Number 56/Pdt.G/2019/Pn Stb There was a case in Paya Perupuk Village, Tanjung Pura District which involved the problem of constructing buildings on land belonging to other people where according to the agreement that had been described and signed together that the plot of land was loaned to meet the needs life. The Paya Prupuk village community can be said to be a community with below average income and belongs to a group of people who have middle to lower economic values. Because of this, it is very possible for people to make loans to fulfill some of their needs, be it in terms of clothing, food or shelter. Borrowing of land carried out by the community aims to utilize the land because the large land is not utilized by the owner. The landowner then provides the land to the borrowers who treat it as agricultural land to help the borrowers run their economy. In this case the land owner is one person while the borrowers are several people in the loan transaction. Part of the written agreement states "no development or planting of perennials on the land, and even if the landowner reclaims the land, I must be prepared to return it at any time, and it may not be transferred under any circumstances..."

Some time after the contract took effect, the borrower violated the agreement he had made by borrowing land, building buildings, and planting perennials on the borrowed land that they were not aware of. Not only one building was erected on the agricultural land, but several buildings allegedly belonged to the heirs of the land borrower.

After some time the land owner returned to see the condition of his land and asked for the return of the land he had borrowed on the grounds that the land would be sold. The land owner is responsible for his will by handing over part of his property to the borrower as compensation for the remaining buildings on the land. However, the borrower's heirs refuse to return the land because they already have buildings and facilities as a business. Then the heirs of the borrowers, because for too long this land has been neglected by the idle landowners until it becomes living land, that is, they revive the dead land.

There are different types of land abandonment that are regulated in the Regulation of the Head of BPN RI No. 4 of 2010, namely land that is indicated as abandoned and abandoned land. Land that is indicated as abandoned is land that is suspected of not being cultivated, not being used, or not being utilized in accordance with the circumstances or nature and purpose of granting rights or basis of control over which identification and research have not been carried out. Meanwhile, abandoned land is land that has been granted rights by the state in the form of property rights, usufructuary rights, building use rights, usufructuary rights, and management rights, or the basis of control over land that is not cultivated, not used, or not utilized in accordance with its circumstances or nature. and the purpose of granting the rights or the basis for their control.

In the explanation of PP No. 11 of 2010 states that many lands that have been controlled and/or owned, both those with existing land rights and those that are new based on land acquisition in several places, are still in a neglected state. As a result, the lofty ideals of increasing people's prosperity are not optimal. Whereas land is one of the manifestations of people's welfare, for a more just life, guaranteeing the sustainability of the Indonesian social and national system, and strengthening social harmony.

In agrarian law, it is also known about absentee land. The term absentee land will not be found in statutory regulations, but it can be understood that absentee land is land ownership that is located outside the owner's residential area. The rules regarding absentee land are listed in Article 10 paragraph (1) of Law NO. 5 of 1960 stated that:

"Every person and legal entity that has a right to agricultural land is basically obliged to work on it or work on it actively by themselves, by preventing extortion methods."

Furthermore, in PP No. 41 of 1964 concerning Amendments and Supplements to PP 224 of 1960 concerning Implementation of Land Distribution and Compensation, in particular Article 3a, it is stipulated that the owner of agricultural land who moves or leaves his residence leaves the district where the land is located for two consecutive years and he does not report to the authorized official, then he is obliged to transfer his ownership rights to another person. In essence, the prohibition on land ownership applies if the land object is agricultural land. However, it is known that the land which is the object of the dispute is not agricultural land.

From the description of the incident above, the land owner filed a lawsuit with the court on the grounds that the land tenure was not in accordance with the agreement. In Decision Number 56/Pdt.G/2019/Pn Stb, the panel of judges provided considerations in the form of:

- a. Considering that the will was given to the child of Hj. Saimah until it finally fell into the hands of the Plaintiff. That in order to strengthen his argument stating that the Plaintiff is the legal heir to the land referred to in the will, the Plaintiff submitted evidence, namely a Statement dated September 25, 2000 regarding no objection to the siblings of the Convention Plaintiff/Reconvention Defendant over the Will received by the Convention Plaintiff/Defendant Reconvention, and also supported by the testimony of Witnesses Muhammad Yamin and Witness Midin who state the family tree of Hj. Saimah Binti Abdul Rahman and Hamrazul/Plaintiff are descendants of Hj. Saimah who gave a will on the object of the case and the contents of the will after being translated described the inheritance rights in principle falling into the hands of the Convention Plaintiff/Reconvention Defendant, without any objections or other evidence from the opposing party that could refute the evidence. Whereas based on the above considerations, the Panel of Judges is of the opinion that the Plaintiff is the legal heir of the Hj. Saimah bint Abdul Rahman.
- b. Considering, that at trial the Plaintiff also submitted evidence of a Statement Letter dated March 31, 2002 regarding permission to inhabit or occupy land belonging to the Plaintiff Convention/Reconvention Defendant who currently co-

Defendant signed, namely Defendant 4 (M.Nur) and Defendant 8 (Salamudin), who were supported by the statement of the Witness Muhammad Yamin who had made clarifications by gathering the parties, namely the Plaintiff and Defendant for mediation and no one objected to the letter. Whereas the statement explains that the Defendants stated that they occupy the land belonging to the Plaintiff and will hand it over to the Plaintiff if the Plaintiff needs or sells the land.

- c. Considering, that the Defendants do not have the right or strong basis to build a house and occupy the land object of the case a quo and at trial there is no relevant and valid and authentic evidence on which the Defendants build a house and occupy the land object of the case. So according to the Panel of Judges, it can be concluded that the Plaintiff is the legal owner of the land object of the case.
- d. Considering, based on the local examination, it was found that the Defendants occupied and built a house on the land of the object of the case belonging to the Convention Plaintiffs, this was also acknowledged by the Defendants that they occupied and built a house on the land of the object of the case, and this was confirmed by the testimony of Witness Muhammad Yamin and Witness Arfan Idrus who stated that the Defendants did indeed occupy the land in the a quo case, which was land belonging to the Plaintiffs of the Convention. Whereas at trial the Defendants were unable to provide proof of ownership of the land or the basis for the right to occupy and build a house on the object of the case. And as a result of the actions of the Defendants who occupied the land belonging to the Plaintiffs to the Convention, the Plaintiffs to the Convention could not register the land and were unable to issue valid certificates of ownership by the National Land Agency (BPN) of Langkat Regency, due to the refusal of the Defendants and the actions of the Defendants caused the Plaintiffs to The convention is that Hamrazul cannot control and cultivate the land. So that the act of the Defendants occupying the land object of the case and building a house on the land without legal rights is an unlawful act and causes losses to the legal owner of the land in the a quo case.
- e. Considering, that the Declaration dated March 31 2020 regarding permission to the Convention Defendants to occupy or occupy land belonging to the Convention Plaintiff/Reconvention Defendant, that letter was corroborated by the testimony of Witness Muhammad Yamin, and in court it can also be concluded that the Convention Plaintiff is the legal owner of the land object of the case, so that the Convention plaintiff has the right to give permission to another party to control or occupy his land, and therefore it is the right of the Convention Plaintiff to revoke or declare null and void the statement made on October 31, 2002 regarding the permit to Convention Defendants to occupy or occupy land belonging to the Convention Plaintiffs/Reconvention Defendants.
- f. Whereas against the plaintiff's petition, namely punishing Defendants I to Defendants XVI as well as other people or anyone who obtains rights from him who occupy or occupy or control and control the land as referred to in the Land Certificate No.593-07/PP/IV/ 2012 and SKT No. 593-06/PP/IV/2012 dated 02 April

2012 issued by the Head of Paya Perupuk Village, Kec. Tanjung Pura, Kab. Langkat Province of North Sumatra to vacate the land itself and hand over the disputed land to the Convention Plaintiff/Reconvention Defendant in a vacant and good condition without any conditions whatsoever. Whereas the Plaintiff is the legal owner of the land object of the case, it is appropriate for the Defendants I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV and XVI, by voluntarily and without any conditions to vacate, dismantle the building standing on the land/object of the dispute, and hand it over in an empty, safe, free, good condition and without any burden on it.

In this case, generally collateral confiscation can be done first. As M. Yahya Harahap explains the confiscation of guarantees or conservatoir beslag that the confiscation of guarantees or conservatoir beslag is regulated in Article 227 paragraph (1) HIR, Article 261 paragraph (1) RBg or Article 720 Rv:

A. Confiscate the debtor's goods as long as a decision has not been made in the case.

B. The aim is that the goods are not embezzled or alienated by the defendant during the trial process, so that when the decision is carried out, the payment of the debt demanded by the plaintiff can be fulfilled, by selling the confiscated goods.

In the beginning, collateral confiscation was only determined for disputes over debts resulting in default, which was later expanded to include rights ownership disputes, in the a quo case, namely land or immovable objects, the purpose of carrying out collateral seizures was placing or holding the assets of the defendant who is domiciled as the debtor is under the custody of the court, the aim is that the integrity of the goods is maintained, and if the Plaintiff wins in court decision, then the decision can be implemented. This is anticipated during the trial process so that the Defendant does not transfer, sell the object of the case to another party which causes the decision to be non-executable.

According to Sudikmo Mertokusumo, confiscation of immovable property can only occur based on an order from the Head of the District Court at the request of the creditor or plaintiff (Article 227 paragraph (1) HIR, 261 paragraph (1) RBg). In concrete terms, the application is submitted to the judge examining the case in question, so not to the Head of the District Court. Because the confiscation of collateral has essentially assessed the subject matter of the dispute, and it was the Judge who examined the case who ordered it with a stipulation letter.

So that a confiscation must begin with a letter of application for confiscation of collateral (conservatoir beslag) to the Panel of Judges examining the a quo case, and only then will the Panel of Judges assess whether the application for confiscation of collateral (conservatoir beslag) is based and has legal grounds to be granted, and if rejected or granted then it will be loaded in a form determination. However, in this case it is known that the plaintiffs did not submit a request for collateral confiscation to the Panel of Judges.

The Panel of Judges also rejected the plaintiff's petitum which demanded that the decision be immediately applicable. The term immediately (*uitvoerbaar bij voorad*), means that the judge has the authority to make a final decision containing an injunction, ordering that the decision that was handed down be carried out first:

- Although the decision has not yet obtained permanent legal force (*res judicata*);
- Even if a challenge or appeal is filed against the decision.

Whereas in making an immediate decision (*uitvoerbaar bij voorad*), M. Yahya Harahap emphasized that in order to regulate instantaneous decisions the Supreme Court has issued several guidelines one of which is SEMA No. 06 of 1975 in this SEMA there are stricter outlines, including the following:

- a. The authority to make decisions that can be executed beforehand based on Article 180 paragraph (1) HIR, Article 191 paragraph (1) rbg is discretionary in nature, not imperative in nature;
- b. Therefore, the judges did not pass such a decision even though the conditions outlined in the articles in question were met;
- c. In very exceptional cases it can be granted with the following conditions:
 - 1) If there is a beneficiary conservator whose price for the confiscated goods is not sufficient for the amount of the claim;
 - 2) Request a guarantee from the applicant for execution that is equal in value;
- d. By the time it is pronounced, the verdict is complete;
- e. Within 2 weeks after pronouncing a copy of the decision sent to the CA to request approval for execution.

The SEMA was also strengthened by the Supreme Court Jurisprudence of the Republic of Indonesia Number 1054 K/Sip/1974 which explained that

"which justifies the PT decision which says, because the decision that can be carried out earlier in this case concerns demolition, it needs to be treated with serious caution, so that in the future you will not experience difficulties (no hassle) if the decision is canceled (amended) at the cassation level. Therefore the order that grants the implementation can be carried out first (*uitvoerbaar bij voorad*) needs to be canceled "

Then stated in SEMA No. 03 of 1971, and the Guidelines for the Implementation of Duties and Court Administration Book II, it says, the conditions for imposing an earlier or an immediate decision:

The evidence submitted to prove the argument for the lawsuit consists of:

- a. Authentic deed, or
- b. Deed under the hand which is recognized by the content and signature of the defendant.
 - 1) There is a decision that has permanent legal force (*inkracht van gewijsde*) which is in favor of the plaintiff and the decision has something to do with the lawsuit in question

2) There was a provisional claim that was granted

3) If the object of the lawsuit is the property of the plaintiff which is controlled by the defendant.

In this case, it is known that there was no authentic evidence of ownership submitted by the Convention Plaintiffs, and there were no underhanded deeds submitted by the Convention Plaintiffs that were recognized or deemed recognized by the Convention Defendants. Also at the trial there was no decision that has permanent legal force (*inkracht van gewijsde*) in favor of the Convention plaintiff which has something to do with the Convention plaintiff's lawsuit in the *a quo* case. So that in this case the Panel of Judges rejected the demand for an immediate decision (*uitvoerbaar bij voorad*).

4. Implementation of Supreme Court Decision No. 56/Pdt.G/2019/PN Stb In the Case of Building Construction on Borrowed Land in Paya Prupuk Village, Tanjung Pura District

- A court decision is the result or output of a judicial process at a court hearing. By following the court procedures prescribed by law, a decision regarding the legal status of the accused can be reached. In Decision Number 56/Pdt.G/2019/PN.Stb, the panel of judges rendered a decision stating that the Convention Plaintiff/Reconvention Defendant was the legal owner of the *a quo* land based on the Land Certificate (SKT) Number: 593-07/PP/IV /2012 with an area of 2756 m² issued and published by the Head of Paya Perupuk Village dated 02 April 2012 which is located in Dusun II Cempaka, Paya Perupuk Village, Tanjung Pura District, Langkat Regency, with the following boundaries:
 - a. To the north it is bordered by Ucok Sarbai's land107 AD;
 - b. South side is bordered by Land Road 105 M;
 - c. To the west it is bordered by the Land of M. Nur Teguh 29 M;
 - d. To the east it is bordered by Land/Old Market Road 23 M;

And Land Certificate (SKT) Number: 593-06/PP/IV/2012 with an area of 12,650 m² issued and issued by the Paya Perupuk Village Head dated April 2 2012, which is located in Dusun II Cempaka Paya Perupuk Village Kec. Tanjung Pura, Langkat Regency, with the following boundaries:

- a. North side is bordered by Land Road128 M;
- b. To the south it is bordered by Tanah Rahmah 125 M;
- c. To the west it is bordered by H. Jauhari Usman's Land 95 M;
- d. To the east it is bordered by the Land of Jalan Pasar Lama 105 M;

Besides that, the Panel of Judges decided that the land/object of the dispute belongs to the Convention Plaintiff/Reconvention Defendant which is legitimate and has binding legal force. Therefore the actions of the Convention Defendants/Reconvention Plaintiffs I, II, III, IV, VI, and Defendants XVI and Convention Defendants/Reconvention

Plaintiffs V, VII, VIII, XI, XI, XIII, XIV, and XV, are in control of the land/object of dispute and building a house on the land of the disputed object without legal rights is an unlawful act.

The law itself in the Civil Code does not provide a formulation of what constitutes an unlawful act, so we have to look for it in doctrine and jurisprudence. To explain J. Satrio's opinion above, according to Sudikno Mertokusumo what is meant by jurisprudence is:

- a. views or expert opinions adopted by the judge and set forth in his decision;
- b. as a collection of judge decisions arranged systematically from the court of first instance to the cassation level which are generally annotated by experts in the field of justice.

As for the formulation of norms of unlawful acts in Article 1365 of the Civil Code are as follows:

"Any unlawful act that brings harm to another person obliges the person who because of his mistake to issue the loss, compensate for the loss"

Whereas the most principle in the effort to resolve the dispute above is that the owner of the land that has been confiscated by people has strong evidence, including certificates on the land that was confiscated or certificates of ownership rights (SHM), documents regarding the origin of the land they own. and/or chronology of land acquisition which is the object of the dispute. This implies that in the process of the land grabbing case, in the stages of the evidentiary trial the land owner or the plaintiff is able to convince the panel of judges who examine the claim from the land owner and will then make a decision in accordance with the facts of the trial submitted by the parties to the dispute. Likewise, a person who forcibly controls borrowed land is required to explain the reasons or reasons for the usurper entering and controlling the land in question. These things are very important to explain in court because it is important that the panel of judges who process land grabbing cases will provide legal considerations in the case decision later.

The case that occurred in Dusun Il Cempaka, Paya Perupuk Village, was in a lending and borrowing transaction ('ariyah) with a land object, which ended in harming one of the parties, namely the land owner, in which the borrower refused to return the land to the owner and the borrower intended to control the borrowed land forced. Due to the arbitrary actions of the borrower towards the land he is currently using, the land owner does not agree with what the borrower is doing.

From the results of the interviews that the authors obtained, the authors concluded that the initial agreement agreed upon by the parties was not appropriate when the parties carried out the land lending and borrowing (ariyah) transaction contract. Which is the borrower who has been given permission by the landowner for a number of things that may be done on the land, but still reneges on all agreements that have been agreed upon and permits that have been given. While the land owner always offers compensation to those who do not want to return their land. According to the

author, the land owner should not be obliged to provide compensation to the borrower because all mistakes have been clearly made by the borrower. Their initial reason for borrowing land was to farm as a means to help the economy live, which in fact currently the borrowers seem to be in control of the borrowed land by violating all the agreements that have been agreed upon, one of which is building a building as a means of their residence.

After getting clear enough explanations from the parties involved in the case of land borrowing ('ariyah) that occurred in Paya Perupuk Village, namely from the borrowers and land owners as well as the village parties related to the case, the writer also took informants from the community above their view on a musta'ir who does not want to return the loaned land to its owner. Based on interviews the author conducted with 3 (three) members of the community who live in the place where this case took place. They stated that this incident had been going on for a long time and that the action taken by the land borrower was an act that was strictly forbidden by the Sharia' and harmed the land owner. The statement is as follows:

"In my opinion, this borrower has clearly committed a wrongdoing against the landowner. Because no matter what the story is when we make a contract that says "borrow", then we must immediately return it even if it is not requested by the owner let alone until requested by the owner".

According to the results of the interviews that the writer obtained, he also thinks that what the borrowers have done is an unjust act because it has harmed the landowners and has taken the rights of others without permission. Here is a statement from Ernita's mother:

"In my personal opinion, what the land borrower did was an unjust act because it had already harmed the land owner. And the land that he is currently using is an act of aggression or using someone else's property without permission"

Whereas in the warning of Decision No. 56/Pdt.G/2019/PN.Stb, the panel of judges sentenced Convention Defendants/Reconvention Plaintiffs I, II, III, IV, VI, and Defendant XVI and Convention Defendants/Reconvention Plaintiffs V, VII, VIII, XI, XI, XIII, XIV, and XV Convention/Reconvention Defendant hand over the disputed land/object to the Convention Plaintiff/Reconvention Defendant voluntarily and without any conditions, to vacate, dismantle the building standing on the land/object of the dispute and hand it over in an empty, safe, free, good condition and without any burden on it.

Based on the information provided by the community, it is known that the case of refusing to return the borrowed land was a big mistake made by the land borrower against the owner. The first reason was because he had violated the agreement that had been agreed upon, the second was taking rights that did not belong to him so that his actions had harmed the owner, and did not implement the judge's decision No. 56/Pdt.G/2019/PN.Stb. The land borrower feels that everything on the borrowed land belongs to him so that the land where the buildings and plants are built is concluded to be his property too. Apart from that, the community also does not know for sure what

other reasons the borrower has for retaining the borrowed land, even though it has been asked directly by the owner or the authorities.

For the above matters, in order to be responsible for the act of land grabbing, it is necessary to ensure that there has been a criminal act and all elements of wrongdoing must be linked to the criminal act committed, so that for an error resulting in the conviction of the defendant, the accused must:

- a. Commit a criminal act
- b. Able to be responsible
- c. With intent or negligence
- d. No excuses

In the Criminal Code Article 385 paragraph (1) and paragraph (6), land grabbing is punishable by imprisonment for a maximum of 4 years. The article reads, whoever with the intention of unlawfully benefiting himself or another person, sells, exchanges, or encumbers with a credit card a right to land, building, building, planting, or seeding, even though it is known that the person who has or has the right to it is a person other. Thus the actions of the land borrower have taken other people's rights and are against the law.

5. Conclusion

In legal considerations, the Panel of Judges considered that the Defendants did not have a valid basis or strong basis for building a house and occupying the object of the case and at trial there was no relevant and valid and authentic evidence on which the Defendants built a house and occupied the object of the case. the. So according to the Panel of Judges, it can be concluded that the Plaintiff is the legal owner of the land object of the case. In connection with the implementation of the Supreme Court decision No. 56/Pdt.G/2019/PN Stb in the case of building construction on borrowed land in Paya Prupuk Village, Tanjung Pura District, based on information provided by the community, it is known that the case of refusing to return the borrowed land was a big mistake made by landlord to the landlord. The first reason was because he had violated the agreement that had been agreed upon, the second was taking rights that did not belong to him so that his actions had harmed the owner, and did not implement the judge's decision No. 56/Pdt.G/2019/PN.Stb.

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