



Implementation of Consignment in Land Acquisition: Case Study of PLTU Batang

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Abstract

Land is the most important means of development because the soil basically does not experience growth or increase in numbers. The development of the times has made the availability of land lower because more and more people need land. On the other hand, the land is necessary to carry out the construction of steam power plants for public use. The problem is how the government can carry out the construction of power plants, especially the construction of the Batang power plant. The purpose of this study is to find out how the implementation of land acquisition for the public interest of pltu in Batang. The research method used is an empirical and normative approach. Land acquisition for the pltu in Batang is carried out by consignment to end the involvement of land acquisition for public use at the Batang power plant. Consignment is carried out in solving problems through stages in order to provide a sense of justice for all parties. this is based on the applicable regulations related to land acquisition for public use

I. Introduction

Development is an effort aimed at sustaining the progress of a country. This is because the more advanced a country is seen from how much development is carried out in the country. With development, a country will sustain and help its citizens to develop and advance. So it is said that development is a vital effort in order to advance the lives of people in a country. Therefore, Indonesia can be said to be a country that is focused on development, especially related to development in the public interest.¹ This was partly

¹ Tawas Agus Yafli, "Pengadaan Tanah Untuk Kepentingan Umum (Studi Kasus Pelebaran Jalan Martadinata Paal Dua Di Kota Manado)," *Jurnal Hukum Unsrat* 1, no. 6 (2013): 64-76.

motivated by the planned use cases and the practical necessity of building on the limited expertise and resources available for the project²

When there is a lot of development, land use is also increasing, but the land is stagnant, and land was allocated based on prior economic growth.³ Although by relation, the number of landowners is that as the land will be returned by statute to the heirs after the original owner dies. As a result, the landowners are multiplying given a set area of land. On the other parties the soil needs for very high development as well as and to the high demographic growth, the customary land tenure system is based on the tradition of distributing family land to all children heirs.⁴ The rules are based on oral tradition, which then informs actual practice.⁵ Parties who carry out the development are competing to find land in strategic locations but at a low price, and resulted in the poor, so should be returned to the state. It must be returned to the country's majority, who now live in poverty.⁶

One of the developments under construction is the Steam Power Plant (PLTU) in Batang Regency. The construction of the power plant is projected to be the largest Steam Power Plant in Southeast Asia with a capacity of 2 x 1,000 MW. According to the Committee for the Acceleration of Priority Infrastructure Provision in its website, it states that "PLTU Batang or Central Java Power Plant (CJPP) is intended to meet the demand for electricity in Java and is part of the 35,000 MW electricity supply program. As one of the first and largest PPP projects in Indonesia, Central Java PLTU has a strategic role in encouraging the involvement of private investment in infrastructure development."⁷

The development of the Steam Power Plant (PLTU) itself has positive and negative impacts. The positive effect caused by the construction of the power plant, especially from the economic sector. For example, the community around the construction of this power plant works as farmers, which we often know when working as farmers, of course, their income is uncertain because it depends on natural conditions. Then with the construction of this power plant, they are employed as workers in the PLTU as unskilled workers.

² William J. Upton and Becky Knudson Rick Donnelly, "Oregon's Transportation and Land Use Model Integration Program: A Retrospective," *Journal of Transport and Land Use* 11, no. 1 (2018): 19-30.

³ Edwin Rap and Martina Jaskolski, "The Lives of Women in a Land Reclamation Project: Gender, Class, Culture and Place in Egyptian Land and Water Management," *International Journal of the Commons* 13, no. 1 (2019), <https://doi.org/http://doi.org/10.18352/ijc.919>.

⁴ Jean de Dieu Dushimimana and Johan Zaaïman, "Participants' Evaluation of the Land Reform Programme in Rwanda's Southern Province," *African Sociological Review/Revue Africaine de Sociologie* 22, no. 1 (2018): 117-37.

⁵ Ira Safitri Darwin, Haryo Winarso, and Denny Zulkaidi, "The Role of Customary Land Ownership in Land-Use Conversion in the Peri-Urban of Bukittinggi, Indonesia," *Bijdragen Tot de Taal-, Land-En Volkenkunde/Journal of the Humanities and Social Sciences of Southeast Asia* 175, no. 4 (2019): 533-55.

⁶ Cameron Clark, "This Land Is Our Land Source: Harvard International Review," *Harvard International Review Stable* 40, no. 1 (2019): 10-11.

⁷ KPPIP, "Proyek Prioritas Ketenagalistrikan PLTU Batang," 2018.

With the construction of this power plant, the surrounding conditions have become arid, many trees have been cut down, the noise has increased with the number of tools used for construction and air pollution.⁸ Use of land should not interfere with the ecosystem. Land-use elements were spatially clear, and a multitude of distinct ecosystem services were established,⁹ and if it is in accordance with the provisions of land, it is the liberation.

Land acquisition for public use is made by deliberation to get an agreement mainly related to compensation issues.¹⁰ At the beginning of the development process, everything related to land acquisition was carried out by PT Bimasena Power Indonesia (PT BPI) as the holder of cooperation with PT. PLN (Persero). PT BPI itself is jointly owned by 3 (three) companies, namely J-POWER with 34%, ADARO POWER with 34%, and ITOCHU with 32%.¹¹ PT. BPI can acquire about 207 hectares of land from 226 hectares, and there are around 19 hectares of land that cannot be acquired by PT BPI.¹²

In the acquisition of land for public purposes, they must provide proper and fair compensation to the owner, so that at least the owner's life would not get worse.¹³ Land acquisitions is employed in the literature to refer to any type of land deal regardless of origin and type of investment, economic land concessions.¹⁴ The agreement made between the Parties conducting development, in this case, is the construction of a power plant, with the community as the owner of the land. The agreement is realized by compensation. The amount of compensation should be sufficient to obtain land and/or buildings and plants elsewhere, which is fair and reasonable compensation.¹⁵

⁸ Bayu Aji Prakoso et al., "Evaluasi Dampak Pembangunan Pembangkit Listrik Tenaga Uap (Pltu) Tanjung Jati B Di Desa Tubanan Kecamatan Kembang Kabupaten Jepara," *Journal of Public Policy and Management Review* 5, no. 2 (2016): 208-22, <https://doi.org/10.14710/jppmr.v5i2.10898>.

⁹ Leena Karrasch, Thomas Klenke, and Michael Kleyer, "Land-Use Elements and Attributed Ecosystem Services: An Archetype Approach to Land-Use Evaluation at The German North Sea Coast," *Ecology and Society* 24, no. 2 (2019), <https://doi.org/https://doi.org/10.5751/ES-10744-240213>.

¹⁰ Rahmad Masturi, "The Essence of Justice on Land Procurement for Public Interest in the Framework of National Developmen," *Al-Ishlah: Jurnal Ilmiah Hukum*, V 2, no. 2 (2018).

¹¹ Bhimasena Power, "Bussiness Scheme and IPP Profile," 2016, <http://www.bhimasenapower.co.id/content/10/skema-bisnis-dan-profil-ipp/2>.

¹² Emi Anwarul Prastiwi, Ety Soesilowati, and Dewi Liesnoor Setyowati, "Strategi Pendekatan Sosial Dalam Proses Rencana Pembangunan PLTU Batang," *Journal of Educational Social Studies* 5, no. 1 (2016): 1-10, <https://doi.org/0.15294/JESS.V5I1.13088>.

¹³ Musakir Salat Sahnun, M.Yazid Fathoni, "Application of the Principles of Justice in Land Acquisition for Development for Public Interest (The Implementation of Justice Principle Within The Land Procurement For Public Utilities Construction)," *Jurnal IUS Kajian Hukum Dan Keadilan* 3, no. 9 (2015): 422.

¹⁴ Nicholas Magliocca et al., "Archetypical Pathways of Direct and Indirect Land-Use Change Caused By Cambodia's Economic Land Concessions," *Ecology and Society* 24, no. 2 (2019), <https://doi.org/https://doi.org/10.5751/ES-10954-240225>.

¹⁵ Andrian Sutedi, *Implementasi Prinsip Kepentingan Umum Dalam Pengadaan Tanah Untuk Pembangunan* (Jakarta: Sinar Grafika, 2008).

Land acquisition by the Government for public purposes is based on Law No. 2 of 2012 concerning Land Procurement for Development in the Public Interest, aimed at improving the welfare of the state and society as well as its prosperity. Presidential Regulation Number 71 of 2012 concerning Implementation of Land Procurement for Development in the Public Interest, as a technical regulation, so that related to land acquisition conducted by the government already has clear rules, which are fair to all parties.

The failure of PT BPI to acquire this land was because there were some residents who did not want to sell the land. In addition, there is also the interference of Non-Governmental Organizations (NGOs) in the rejection of the construction of the PLTU in Batang, one of which is Greenpeace.

Some reasons for rejection of the construction of the PLTU Batang related to the area which is a Regional Marine Conservation Area, which will cause a lot of damage because every year, the PLTU Batang will issue approximately 226 Kilograms of mercury into the sea, which causes contamination to fishes. The rejection made by several residents of the land as well as around the PLTU Batang reasoned that the land used was the productive land of the local residents.

Another reason for rejection is that the majority of residents work as farmers, so if the Batang power plant construction is carried out, their livelihood will be lost.¹⁶ Based on these reasons, land acquisition is carried out based on Law Number 2 of 2012, although according to PT. PLN, represented by its Main Director, said that this way is greatly avoided¹⁷ because this is the last solution by conducting consignment or depositing compensation money in the jurisdiction of the local District Court.

Land acquisition in practice carried out by the Government for the public interest is based on Law No. 2 of 2012 on land procurement for development in the public interest. Law No. 2 of 2012, regulating the procedures or ordinances in order to release the land is fully regulated, whether or not the right to release it, to whatever the obligations of the Community. Land acquisition in practice is carried out by the Government for public purposes based on Law No. 2 of 2012 concerning Land Procurement for Development in the Public Interest. Law Number 2 of 2012, regulates the procedures in the framework of land acquisition that has been regulated in full, both those who have the right to release it, to whatever the community's obligations.

Based on that Law, the purpose of land acquisition is to increase the welfare of the state and society as well as prosperity as well. For technical regulations from Law Number 2 of 2012 is Presidential Regulation Number 71 of 2012 concerning Implementation of Land Procurement for Development of Public Interest. Consignment system or entrust compensation in court is the solution to the enactment of Presidential Regulation No. 71 of 2012 concerning the Implementation of Land Procurement for Development of Public Interest.

¹⁶ Lilis Khalisotussurur, "Ini Sebab Warga Batang Tolak Pembangunan PLTU," Viva.co.id, 2015, <https://www.viva.co.id/berita/nasional/684087-ini-sebab-warga-batang-tolak-pembangunan-pltu>.

¹⁷ Ibid.

One of the developments under construction is the construction of the Steam Power Plant (PLTU) in the Batang Regency. The construction of the power plant is projected to be the largest Steam Power Plant in Southeast Asia with a capacity of 2 × 1,000 MW. At the beginning of the development process, everything related to land acquisition was carried out by PT Bimasena Power Indonesia (PT BPI) as the holder of cooperation with PT. PLN (Persero). In the process, PT. BPI can acquire about 207 hectares of land from 226 hectares. So there are around 19 hectares of land that cannot be acquired by PT BPI.¹⁸ Regarding to land acquisition for the benefit of PLTU development in Batang, there are many problems from the beginning. The land was purchased at a price of around 30,000 (thirty thousand rupiahs) per meter. Then because people rarely sell their land, it is raised to IDR 50,000, - (fifty thousand rupiahs) per meter. Since the lack of land to be acquired, and in fact, the people who have land are not willing to sell their land. Then land acquisition was carried out based on Law Number 2 of 2012.

According to PT. PLN, represented by the Main Director, the use of this Act is very much avoided¹⁹ since the Act, mentioning the last solution is by consignment or deposit of compensation money in the jurisdiction of the local District Court. In this case, the next problem arises, because whether the mechanism of the consignment implementation of land acquisition for the public interest is running as mandated by Law Number 2 of 2012 concerning Land Procurement for Development in the Public Interest, and what efforts can be taken towards the determination District Court.

The government's interest in acquiring land for the construction of coal-fired power plants is urgently needed for the public interest to help the community. The fact that occurs in the community is that there are those who do not receive compensation for the land that will be used for the construction of the pltu which is in the public interest, so that even if there are people who refuse, the development must still be carried out. Therefore, this article explores the following research questions; How is the consignment carried out in the acquisition of land in the public interest in the PLTU Batang?

This research has never been researched, previous research is research on consignment in general, not specifically as discussed in this study.

2. Research Method

The type of research used in this writing is Empirical Normative research, in which this research is based on an analysis of a fact that is in the field of regulating rules. This fact is obtained by the narrative strategy where the writer gets the information by asking the source.²⁰ This type of research is used to obtain the truth.

3. Result and Discussion

3.1 Definition of Consignment

3.1.1 Code of Civil law

¹⁸ Prastiwi, Soesilowati, and Setyowati, "Strategi Pendekatan Sosial Dalam Proses Rencana Pembangunan PLTU Batang."

¹⁹ Ibid.

²⁰ John W. Creswell, *Research Design (Pendekatan Kualitatif, Kuantitatif, Dan Mixed)* (Yogyakarta: Pustaka Pelajar, 2010).

Based on article 1381 of the Civil Code, the Consignment Code is a way to terminate the engagement, by fulfilling achievements, namely making payments by safeguarding compensation in court.²¹ It is often referred to as money safekeeping.²²

Pursuant to article 1404 of the Civil Code, it states that "If the debtor refuses payment, the debtor can offer cash payment what he owes, and, if the debtor refuses, entrust his money or goods to the court." It was explained that if the rightful party refuses payment, the party who has the debt to the rightful party can make cash related to what is receivable. If the rightful person rejects the debt, the debtor can deposit²³ it with the court.²⁴

3.1.2 Supreme Court Regulation Number 3 of 2016 concerning Procedures for Filing Objection and Depositing Compensation to the District Court in Land Procurement for Development of the Public Interest

Supreme Court Regulation Number 3 of 2016, stated:

"Repayment Depository is a deposit of compensation in the form of money to the court by an Agency that requires land in the event that the party has the right to reject the amount of the Compensation but does not submit an objection to the court, rejects the court's decision that has obtained Supreme Court Regulation legal force, or in certain circumstances determined based on laws and regulations."

3.2 Conditions of Consignment

Based on Article 1406 of the Civil Code that there are 4 (four) requirements for consignment:²⁵

- a. Notification to the creditor regarding the time and place where the offered object will be deposited before carrying out the consignment. This is so that creditors know when they will receive a payment offer and know where to take it.
- b. The debtor must submit, or according to the book of J. Satrio known as releasing the goods he intends to offer to the creditor for safekeeping in the Registrar's Office of the District Court. The meaning of submitting is the debtor does not lose his property before the creditor takes it.
- c. The making of minutes by a notary or bailiff is attended by 2 (two) witnesses. The minutes of this event contains the form of currency that is to be offered, a statement that the creditor does not accept it, and the depositing itself. In this official report must be clearly stated about the nominal money.

²¹ Florentina Rosalin Kusumarini and Triyono Ana Silviana, "Penitipan Uang Ganti Kerugian Dalam Pengadaan Tanah (Studi Pengadaan Tanah Untuk Pembangunan Proyek Waduk Logung Di Kudus)," *Diponegoro Law Journal* 5, no. 3 (2016): 1-19.

²² Pius Rullik Darsono, "Pelaksanaan Perjanjian Konsinyasi Dalam Penjualan Anjing Ras Di Pet Gallery Sagan Yogyakarta," *Jurnal Ilmiah Ilmu Hukum*, 2014, 1-20.

²³ R. dan Subekti Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*. (Jakarta: Balai Pustaka, 2014).

²⁴ Miru Ahmadi and Pati Sakka, *Hukum Perikatan Penjelasan Makna Pasal 1233 Sampai 1456 BW* (Rajawali Pers, 2008).

²⁵ J Satrio, "Perjanjian Pada Umumnya" (Bandung: Citra Aditya Bakti, 1999).

- d. Notification to the creditor about the consignment is accompanied by a warning to take the goods or money deposited by the debtor

According to Article 24 Supreme Court Regulation Number 3 of 2016, consignment can be carried out in the following circumstances:

- a. The party who has the right to reject the form and/or amount of the nominal compensation resulting from the agreement at the time of the Determination of Indemnification but does not submit an objection to the Court;
- b. A party entitled to reject the form and/or amount of the nominal compensation based on a court decision that has Supreme Court Regulation legal force;
- c. The rightful party but it is unknown their whereabouts; and
- d. The object of the land acquisition granted by the consignment is being the object of the case in court, is still being disputed by the owner, confiscated by an authorized official, and guaranteed in the bank.

3.3 Parties of the Consignment

In the description above, based on the Civil Code in Article 1404 to Article 1412, there are two parties in the consignment:

- a. The Creditor Party, also called the creditor, in this case, is the person who has the right to an object which he refuses to offer made by another party; and
- b. The Debtor Party also referred to as the debtor, is a person who makes payment safekeeping in a place because there is a rejection of an offer from another party.

Meanwhile, according to Supreme Court Regulation Number 3 of 2016, the parties to the consignment are:

- a. Agencies that require land, in this case, referred to as the Petitioner;
- b. The party who has the right over the land, in this case, is called the Respondent;
- c. The party who implement Land Procurement, which is a Team formed and chaired by the chairman of the National Land Agency (BPN) both in the Province and Regency city scope to carry out the task of land acquisition;
- d. Objection petitioners, parties who are entitled to submit objections to the consignment. These parties have land rights that are the object of land acquisition. In Supreme Court Regulation Number 3 of 2016 the applicant's objections are explained namely: "holders of land rights, holders of management rights, nadzir for waqf land, former landowners belonging to adat, customary law communities, parties who control state land in good faith, holders of basic tenure of land, and/or owners of buildings, plants, or other objects related to the land."
- e. The Respondent's objection is the land agency of the government conducting land acquisition

3.4 Object of Consignment

Article 1404 of the Civil Code states the definition of a consignment, namely: "If the creditor refuses the payment, the debtor can make an offer of cash payment what is owed, and, if the creditor refuses, the money or goods will be left to the court."²⁶ Hence, the object of the consignment is money and/or goods, whereas according to Article 1 number 10 Supreme Court Regulation Number 3 of 2016, the object of the consignment is money or other forms.

3.5 Mechanism of Consignment

- a. The mechanism of consignment implementation according to the Civil Code
In carrying out consignment, there are several stages that the debtor must fulfill. The stage before the consignment is the payment offer. This offer cannot necessarily be made by the debtor, and it must be made legally, which is made by the Bailiff. Whereas the payment offer safekeeping is conducted at the Registrar's Office of the District Court. When the implementation of the payment offer fulfills the requirements stipulated in the Act, it is considered valid, and the debtor is free from debt.²⁷

The implementation of consignment in accordance with Supreme Court Regulation Number 3 of 2016, there is actually no significant difference to what is regulated in the Civil Code, because it can be said to be a derivative. However, because it is related to land acquisition, of course, the parties engaged in it are different. If we look back, then the consignment with the acquisition of land itself is two different legal fields if the consignment is included in the area of civil law, which enters the field of private law. In contrast, matters relating to land rights are in the field of public law.²⁸

- b. The implementation of consignment in accordance with the provisions contained in Supreme Court Regulation Number 3 of 2016 can be done by the Applicant submitting an application containing the identity of the Petitioner, the identity of the Respondent, a basic description of the consignment request both containing the applicant's legal relationship with his object; the legal relationship between the respondent and the object; the mention of the decree by the authorized official, in this case, the governor, regent, or mayor, concerning the determination of the location; the amount of consignment value; mention of place and time of the Determination of Indemnity Agreement; the mention of court decisions that are already known; rejection by the Respondent; the amount of consignment value to be paid by the Applicant; and technical payments, matters which are the petition of the Applicant to be determined.

Based on Article 2 of the Basic Agrarian Law, the land is the surface of the earth that can be given rights by someone who uses it. As a result, the land itself has rights that can be used and utilized by those who hold it. The use is not limited to those that exist above the ground but also beneath it, including land, water, and space. Thus it can be

²⁶ Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*.

²⁷ I Ketut Oka Setiawan, *Hukum Perikatan* (Bumi Aksara, 2021).

²⁸ Umar Said Sugiarto, *Pengantar Hukum Indonesia* (Sinar Grafika, 2021).

said, however deep under the ground, or high up above the ground can all be used reasonably.²⁹

"Land is very much needed in development both for public and private interests. At present, development continues to increase while the land area is always fixed. In carrying out development, especially in the public interest, very often use land that comes from the community. The community land can be used for development purposes through the process of land acquisition for the public interest.³⁰

Land acquisition is defined in Article 1 number 2 of Law No. 2 of 2012 concerning Land Acquisition for Public Interest, namely "the activity of providing land by providing appropriate and fair compensation to entitled parties". In the next figure, it is explained that the parties entitled here are "those who control or own the object of land acquisition." According to this Law, it is also explained that the object of land acquisition is to whatever lie above and below it, including buildings, plants, as well as other objects that are related to the land. According to Urip Santoso, in the book of Land Procurement Law, written by Djoni Sumardi Ghozali, the land in the discussion here is in the juridical sense that is the right to the land.³¹

Land acquisition is related to land rights. "The types of land rights that are mentioned in Law Number 5 of 1960 are Property Rights, Business Rights, Building Rights, Use Rights, Right to Lease for Buildings."³² So that it can be formulated and concluded that land acquisition is an attempt to provide land by providing compensation to those who control or own land, along with all objects that are above and below it, be it buildings, plants, and all objects that are indeed something to do with the land.

According to Hybers, the public interest is the interest relating to society as a whole that has certain characteristics, for example, such as concerning the protection of individual rights of individuals and as citizens, then concerning the procurement and maintenance of public infrastructure, as well as services to the public.³³

In the book of "Implementation of the Public Interest Principle" by Adrian Sutedi, Ferdinan Tonnis's opinion is explained, which divides the community into two groups, namely the structural sliding society and the gemeinschafe-volentarian society. "The public interest in the Geselschafe community is organized in order to meet the interests of individuals. The picture of this society is urban society."³⁴ Meanwhile, according to

²⁹ Boedi Harsono, *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi Dan Pelaksanaannya* (Jakarta: Djambatan, 1994).

³⁰ Hardianto Djanggih and Salle Salle, "Aspek Hukum Pengadaan Tanah Bagi Pelaksanaan Pembangunan Untuk Kepentingan Umum," *Pandecta Research Law Journal* 12, no. 2 (2017): 165-72.

³¹ Djoni Sumardi Ghozali, *Hukum Pengadaan Tanah (Asas Kesepakatan Dalam Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum)* (Yogyakarta: UII Press, 2018).

³² Ibid.

³³ Ayu Trixie Trisilia, "Tinjauan Yuridis Pasal 10 (B) Undang-Undang Republik Indonesia Nomor 2 Tahun 2012 Tentang Pengadaan Tanah Bagi Kepentingan Umum Terhadap Pembangunan Jalan Tol" (Brawijaya University, 2013).

³⁴ Adrian Sutedi, *Implementasi Prinsip Kepentingan Umum Di Dalam Pengadaan Tanah Untuk Pembangunan* (Sinar Grafika (Bumi Aksara), 2020).

the communal and agrarian *Gemeinschaft* community, examples of this public interest are in the form of Village Halls and Village Granaries.³⁵

A concept of public interest According to Djoni Sumardi Ghozali in his book "Land Acquisition Law" (the principle of agreement in the land acquisition for development for public interest)," Article 6 of the Basic Agrarian Law has stated that all land rights have a social function. Furthermore:³⁶

"The General Explanation of the agrarian basic law mentions the provisions in Article 6 as the fourth basis in the agrarian basic law, by explaining this, it means that any land rights held by a person cannot be justified that his land will be used (or not used) solely for his personal interests, let alone if it causes harm to society."

The efforts to carry out the objectives which have been stated in Article 6, the rights to the land can be forcibly revoked by the state based on compensation provided to the community appropriately and in accordance with applicable Laws. This is explained in Article 18 of Law Number 5 of 1960 concerning Agrarian Basic Law.³⁷

3.6 The implementation of the Consignment to End the Engagement in the Case of Land Acquisition for the Public Interest in PLTU Batang based on 3 consignment arrangements are:

a. Arrangement of consignment in the Civil Code.

Consignment in the Civil Code Article 1404, Article 1405, Article 1406, Article 1407, Article 1408, Article 1409, Article 1410, Article 1411, and Article 1412, which explains the definition, legal requirements for the offer mentioned in Article 1405

b. Regulations in Law Number 2 of 2012 concerning Land Acquisition for Development in the Public Interest.

Article regarding the safekeeping of damages arises due to a disagreement between the party that holds the land acquisition and the party who has the rights to the land. This is because there is no achievement without debt.³⁸ The disagreement is due to the amount of the compensation value or the form of compensation. The party who has the right does not file an objection for 14 days as regulated in Article 38 paragraph (1) of Law Number 2 of 2012.³⁹

c. Supreme Court Regulation Number 3 of 2016 concerning Procedures for Filing Objection and Depositing Compensation to the District Court in Land Procurement for Development in the Public Interest.

Supreme Court Regulation Number: 3 of 2016, regulates clearly and in detail the technical consignment with land acquisition, and becomes the technical basis for the implementation of consignment or compensation for the court, and

³⁵ Ibid.

³⁶ Ghazali, *Hukum Pengadaan Tanah (Asas Kesepakatan Dalam Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum)*.

³⁷ Ibid.

³⁸ Kusumarini and Ana Silviana, "Penitipan Uang Ganti Kerugian Dalam Pengadaan Tanah (Studi Pengadaan Tanah Untuk Pembangunan Proyek Waduk Logung Di Kudus)."

³⁹ Ibid.

to accommodate the development carried out by the government to meet the livelihoods of the general public.

The transfer of rights becomes unworkable or can be said to be a dead-end if one party does not want to fulfill its obligations. Still, in practice, there is an event where one party wants to fulfill payment for an object, but the other party does not wish to fulfill the achievement of payment for various reasons, in an event where if the debtor, in this case, wants to carry out his achievements but from the creditor is reluctant to accept it, it can be done with an offer authorized by the Court and accompanied by a Payment Settlement with several conditions that must be met beforehand, such as notifying the creditor.

An event that has been explained above occurs when there is a transfer of rights through a sale and purchase involving a lot of people, this agreement is related to the obligation to do or give something as regulated in Article 1235 of the Civil Code. This event is related to the efforts to construct a building or a very large complex. Because it involves many parties, certainly not all parties agree to carry out the sale and purchase, such as the construction of the PLTU Batang. PT. BPI, as the holder of cooperation with PT PLN, wants to carry out mechanisms in general, namely with the practice of buying and selling. However, not a few parties who have the right to enjoy the land are willing to accept the sale and purchase. In contrast, the development is intended to be used to meet electricity consumption, which is increasingly swelling because of the increase in population.

This land acquisition began around 2011, at which time PT BPI had not yet come directly to the community to conduct land acquisition. They use PT. Adaro, which is a shareholder company for land acquisition. The progress he got was not significant to meet the land to carry out the construction of this power plant. After several years of running, PT BPI went down to land acquisition by recruiting local residents to help free the land. At first, the progress shown was quite significant, but it again stalled. When there is no increase in progress indicated while development must be carried out immediately, they are forced to use the land acquisition mechanism that has been regulated in Law Number 2 of 2012 concerning Land Procurement for Development in the Public Interest. Of course, the mechanism is more compelling for all parties, especially for those who refuse.

The first stage carried out is to issue a decision related to the determination of the construction site. This decree was issued by the Governor of Central Java with Decree of the Governor of Central Java Number: 590/35 of 2015 concerning Approval of the Determination of Land Acquisition Locations for an Area of 125,146 (one hundred twenty-five thousand one hundred forty-six) M² Development of Central Java Steam Power Plant 2x1 .000 MW in Batang Regency, Central Java Province, is intended for Development Unit VIII of PT. PLN (Persero), dated June 30, 2015. After that, the District Government of Batang also issued a permit on the basis of the Decree of the Regent of Batang Number: 460/06/2012 regarding the Granting of a Location Permit for the Purpose of Building a Power Block for a 2x1,000 MW PLTU to PT Bhimasena Power Indonesia on August 6, 2012, covering an area of ± 226 (two hundred twenty-six) hectares in Ujungnegoro Village, Karanggeneng Village, Kandeman District and Ponowareng Village Tulis Subdistrict of Batang Regency (PTUN Semarang Pub. L. No. Nomor 02/K/TUN/2016).

The development must continue, even if there are residents who refuse, as a last resort to do is safeguard compensation in court or also called consignment. The court, which is the place to deposit compensation, is the Batang District Court because it is within the territory of the Batang District Court. There are several projects being carried out in Batang Regency, namely the construction of a power plant, the construction of a toll road, and the construction of an Ultra High Voltage Line (SUTET), in the Batang District Court itself there are 125 (one hundred and twenty-five) consignment requests that are requested to be determined. These applications start from 2015, 2016, 2017, and 2018. And all of them are related to land acquisition because there has not been a consignment request filed in the ordinary civil field.

This consignment request was made in an effort to end the engagement that did arise in the process of transferring the enjoyment of land rights as regulated in Article 1381 of the Civil Code for various reasons including the absence of price match between parties, and unwillingness to sell or release ownership of the land. The determination of the consignment was carried out by the Bailiffs accompanied by the clerk to submit a notice to the parties who were the Respondent. A notification was made related to the amount of land to be compensated as well as the nominal amount of money of the land. The previous nominal amount of money has been stated by the Applicant as a result of the value of the assessment team. If the Respondent agrees or, in other words, accepts, the Respondent comes to the District Court to collect compensation money with evidence that shows ownership of the land. The Bailiff and Registrar make the minutes of notification before acceptance of compensation are made, the Official Report shall be either accepted or rejected. When submitting the compensation, an official report on acceptance was also made. When there is a rejection of the payment offer in the form of such notice, the judge will be determined as well as the day of the trial. If the Respondent, in this case, does not attend the hearing, it will be *verstek*.

Land Acquisition Procedure According to Law Number 2 of 2012 concerning Procurement of Land for Development of the Public Interest, based on Article 13 of Law Number 2 of 2012, this land acquisition has 4 stages:⁴⁰

1. Planning is done by agencies that need land based on the Regional Spatial Planning and Priorities for development, which have been included in the Medium-Term Development Plan, Strategic Plan, and Work Plan. Then it is conveyed to the Government, in this case, the Provincial Government in which the aims and objectives are contained, in harmony with the local community, national and regional development plans, area, and a general picture of the land.
2. Preparation, after carrying out the planning, they together with the Provincial Government, are carried out in several stages:
 - a. The notification of the development plan. It is conveyed to the local community directly or indirectly. This notification is through dissemination, direct meeting, and notification letter. This notification of the development plan contains the purpose and objectives of the development, the location, and size of the land, the stages of land acquisition, the estimated time of

⁴⁰ Ghozali, *Hukum Pengadaan Tanah (Asas Kesepakatan Dalam Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum)*.

- implementation, the period of development, and other information related to the development plan.⁴¹
- b. Location data collection, the Team that has been formed together with village officials, makes data about who has the right. After obtaining the data, it is continued with public consultation by inviting the parties that have been recorded earlier.⁴²
 - c. Public consultation is carried out in order to get an agreement from the right parties related to the location of the development plan. This public consultation is held no later than 60 days after the signing of a temporary list of construction sites. When the agreement is reached, a memorandum of understanding is made, but if there is a refusal or other terms, objections are made instead. After that, a public consultation is held. If more objections still occur, it will be submitted to the Governor for a review of the objection. In the context of consideration of efficiency, geographical conditions, effectiveness, and human resources, the Governor can mandate and delegate it to the Regent/Mayor.⁴³
3. The implementation, according to Article 27 Paragraph (2) of Law Number 2 of 2012 includes five stages:⁴⁴
- a. Inventory and identification of land tenure, ownership, and land use;
Inventory and identification are carried out so that anyone who has the right and which object of the land acquisition is known. After the inventory and identification is carried out, the results will be obtained from which parties are entitled to the object. The object of the land acquisition itself includes the location, area, status, and type of land use.
 - b. Compensation assessment;
The compensation assessment is carried out by the Chairperson of Land Acquisition, based on the results of the assessment team. This assessment is carried out with a mechanism in accordance with statutory regulations related to government procurement of goods/services. The appraisal team itself is a group of appraisers who carry out professional and independent assessments that have obtained a practice evaluation license from the Minister of Finance and have a license from the ministry to be used to calculate the price of land acquisition objects.
 - c. Deliberations on determining compensation;
Deliberations on the determination of compensation are carried out by the land acquisition team, with the parties entitled to include the agency that requires the land. If the authorized party is properly invited but does not attend either himself or his attorney, it is deemed to have accepted the

⁴¹ Ibid.

⁴² Ibid.

⁴³ Ibid.

⁴⁴ Ibid.

results of the deliberation. If there are parties who disagree, then they can file an objection to the local court no later than 14 working days after the minutes of the meeting are signed.

d. Compensation payment;

The provision of compensation is given to parties who are entitled based on the determination of compensation when deliberation is held with the entitled party. This compensation itself can take the form of money, replacement land, settlement, ownership of shares, or other forms agreed upon by each party, but preferably in the form of money. The granting of compensation is also followed by the relinquishment of rights by those who previously held the land rights. If there is a refusal to award compensation, then the money or other forms of compensation will be deposited at the local District Court. Besides that, safekeeping is also carried out on those who reject the results of the deliberations but do not object.

e. Leasing of agency land.

The release of agency land is carried out based on the Law governing the management of property owned by the state/country.

4. The submission of results, submission of these results can be carried out after the agreed compensation has been given to the rightful party, in other words, the waiver of rights has been done, and the compensation has been deposited in the local District Court. Submission of these results is accompanied by the submission of minutes to be used by the agency that requires the land so that registration can be carried out.⁴⁵

The implementation of the consignment is in accordance with the provisions contained in Supreme Court Regulation Number 3 of 2016 can be done by the applicant submitting an application that contains the identity of the Petitioner, the identity of the Respondent, the basic description of the consignment request both containing the applicant's legal relationship with his object; the legal relationship between the respondent and the object; the mention of the decree by the authorized official, in this case, the governor, regent, or mayor, concerning the determination of the location; the amount of consignment value; mention of place and time of the Determination of Indemnity Agreement; the mention of court decisions that are already known; rejection by the Respondent; the amount of consignment value to be paid by the Applicant; and technical payments, matters which are the petition of the Applicant to be determined.

After all of the requirements are complete, they will be recorded in the Consignment Register Book. The Registrar submits the application file that has been registered to the Chair of the Court, henceforth the Chair of the Court determines and instructs the Bailiff to make a payment offer to the Respondent. The report of the Compensation implementation offer by the Registrar to the Court Chief as well as the official report attached to the results of the payment offer. However, it is rejected or accepted.

⁴⁵ Ibid.

If the Respondent does not receive this amount of money, the Chief Justice will determine the day of the hearing and summon all parties. The negligence of the Respondent in the context of handing over the compensation money does not interfere with the storage of compensation money. Compensation money can be taken at the Registrar's Office by bringing a letter of introduction from the Chairperson of the Land Acquisition Officer. Regarding the Respondent whose whereabouts are unknown, a notification will be made to the Sub-district Head and the Village Chief/Village Head

1. Parties to Consignment

The parties involved in the consignment conducted at the Batang District Court were two parties in the process of determining the petition. The first is the Petitioner, in this case, PT PLN (Persero). The second is the Respondent, the parties who own land, which is in the area of the PLTU's construction. One of the parties in the Determination obtained from the Batang District Court is H. Abdullah Makhrus.

2. Implementation of Consignment

In principle, the consignment mechanism in Supreme Court Regulation Number 3 of 2016 is no different from the one in the Civil Code. Because this was made to assist the government in legal matters related to land acquisition, and as a complement to the Civil Code. Supreme Court Regulation covers a lot of things, such as when there are objections to the determination of what legal remedies can be taken, the time period, and the conditions to get a decision whether the legal remedy is rejected or accepted. As far as 125 (one hundred and twenty-five) consignment requests received by the Batang District Court, all of them are accepted. This is because in civil law itself, what is sought is formal truth. As long as the request is based on facts and legal evidence, there is no reason for the District Court to reject it.

The consignment itself is the implementation of something that has Supreme Court Regulation legal force. If there are parties who object to the decision, then the District Court is given authority as a place of safekeeping and for the goods or money deposited have not valid expiration. For example, when in 2015, a consignment was carried out in the form of 100 (one hundred) Million Rupiahs and not taken by the respondent, when in 2050 it was to be taken, then the nominal remained the same as all the consequences, not diminishing and not increasing. Because indeed, the respondent had already been given the notice to take the money. This consignment itself does not follow banking principles such as profit sharing. It is also based on public interest, as stated in Article 1 Number 6 of Law Number 2 of 2012.

In its implementation, there is nothing that deviates from the law or Supreme Court Regulation regarding land acquisition. This can be seen from one of the stipulations described above, which contains a summary of the implementation of the consignment in the Batang District Court. In the stipulation, it is explained that the application letter submitted by PT. PLN (Persero) UIP VII to

the Batang District Court. The request letter contained that PT PLN needed a land area of 22.6 (twenty-two point six) Ha for the construction of the PLTU Batang 2x1000 MW located in the villages of Ponowareng, Karanggeneng, and Ujungnegoro. However, 1.25 Ha cannot be released yet. Based on the Decision of the Minister of Energy and Mineral Resources No 2186K / 91 / MEM / 2014 jo Letter of the Director General of Electricity No 3237/DJL.2/2014, the applicant is tasked with completing the acquisition of the remaining land that has not been acquired. The Petitioner in carrying out his duties referred to Law Number 2 of 2012. As many as 0.39 (zero point three nine) Ha can be released using the appraisal team, and the rest have not. One of them is a land with an area of 400 (four hundred) M2 owned by H. Abdullah Makhrus with an offer of IDR 59,900 (fifty-nine million nine hundred thousand rupiahs). Based on data in the Civil Court Batang District Court, the results are as follows:

	Total Amount	Already done/ already taken	Remnants
Land field	92 Consignment	17 Fields already taken consignment	75 fields not yet taken consignment
Money	IDR 11.845.430.115	IDR. 2.092.991.850	IDR. 9.752.438.300

Source: Batang District Court

There are several obstacles faced in the implementation of this consignment. The first is due to the rejection of the consignment stipulation, which resulted in not receiving money deposited in the Batang District Court. Second is because the person or parties being the respondent is not willing to sign the minutes of the notice of compensation payment. This is due to several things that have been explained in the discussion above.

4. Conclusion

The consignment in the case of land acquisition for public use in the Batang power plant is carried out in various stages. The first stage is deliberations conducted on those who have land rights. If there is a rejection, the agency requiring the land will request a consignment accompanied by facts and legal evidence. Upon receipt of the request, the clerk of the District Court clerk will notify the party who becomes the Respondent. When the Respondent receives the notification, the Respondent comes to the District Court with evidence that shows the Respondent's land ownership. If the Respondent is absent, a judge will be determined as well as the time for the hearing to determine the consignment request.

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References

- Agus Yafli, Tawas. "Pengadaan Tanah Untuk Kepentingan Umum (Studi Kasus Pelebaran Jalan Martadinata Paal Dua Di Kota Manado)." *Jurnal Hukum Unsrat* 1, no. 6 (2013): 64–76.
- Ahmadi, Miru, and Pati Sakka. *Hukum Perikatan Penjelasan Makna Pasal 1233 Sampai 1456 BW*. Rajawali Pers, 2008.
- Bhimasena Power. "Business Scheme and IPP Profile," 2016. <http://www.bhimasenapower.co.id/content/10/skema-bisnis-dan-profil-ipp/2>.
- Clark, Cameron. "This Land Is Our Land Source: Harvard International Review." *Harvard International Review Stable* 40, no. 1 (2019): 10–11.
- Creswell, John W. *Research Design (Pendekatan Kualitatif, Kuantitatif, Dan Mixed)*. Yogyakarta: Pustaka Pelajar, 2010.
- Darsono, Pius Rullik. "Pelaksanaan Perjanjian Konsinyasi Dalam Penjualan Anjing Ras Di Pet Gallery Sagan Yogyakarta." *Jurnal Ilmiah Ilmu Hukum*, 2014, 1–20.
- Darwin, Ira Safitri, Haryo Winarso, and Denny Zulkaidi. "The Role of Customary Land Ownership in Land-Use Conversion in the Peri-Urban of Bukittinggi, Indonesia." *Bijdragen Tot de Taal-, Land-En Volkenkunde/Journal of the Humanities and Social Sciences of Southeast Asia* 175, no. 4 (2019): 533–55.
- Dieu Dushimimana, Jean de, and Johan Zaaiman. "Participants' Evaluation of the Land Reform Programme in Rwanda's Southern Province." *African Sociological Review/Revue Africaine de Sociologie* 22, no. 1 (2018): 117–37.
- Djanggih, Hardianto, and Salle Salle. "Aspek Hukum Pengadaan Tanah Bagi Pelaksanaan Pembangunan Untuk Kepentingan Umum." *Pandecta Research Law Journal* 12, no. 2 (2017): 165–72.
- Ghozali, Djoni Sumardi. *Hukum Pengadaan Tanah (Asas Kesepakatan Dalam Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum)*. Yogyakarta: UII Press, 2018.
- Harsono, Boedi. *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi Dan Pelaksanaannya*. Jakarta: Djambatan, 1994.
- Karrasch, Leena, Thomas Klenke, and Michael Kleyer. "Land-Use Elements and Attributed Ecosystem Services: An Archetype Approach to Land-Use Evaluation at The German North Sea Coast." *Ecology and Society* 24, no. 2 (2019). <https://doi.org/https://doi.org/10.5751/ES-10744-240213>.
- KPPIP. "Proyek Prioritas Ketenagalistrikan PLTU Batang," 2018.
- Kusumarini, Florentina Rosalin, and Triyono Ana Silviana. "Penitipan Uang Ganti Kerugian Dalam Pengadaan Tanah (Studi Pengadaan Tanah Untuk Pembangunan Proyek Waduk Logung Di Kudus)." *Diponegoro Law Journal* 5, no. 3 (2016): 1–19.
- Lilis Khalisotussurur. "Ini Sebab Warga Batang Tolak Pembangunan PLTU." <https://www.viva.co.id/berita/nasional/684087-ini-sebab-warga-batang-tolak-pembangunan-pltu>.
- Magliocca, Nicholas, Quy Khuc, Evan Ellicott, and Ariane de Bremond. "Archetypical Pathways of Direct and Indirect Land-Use Change Caused By Cambodia's Economic Land Concessions." *Ecology and Society* 24, no. 2 (2019).

<https://doi.org/https://doi.org/10.5751/ES-10954-240225>.

- Prakoso, Bayu Aji, Dewi Rostyaningsih, Sundarso Sundarso, and Aufarul Marom. "Evaluasi Dampak Pembangunan Pembangkit Listrik Tenaga Uap (Pltu) Tanjung Jati B Di Desa Tubanan Kecamatan Kembang Kabupaten Jepara." *Journal of Public Policy and Management Review* 5, no. 2 (2016): 208-22. <https://doi.org/10.14710/jppmr.v5i2.10898>.
- Prastiwi, Emi Anwarul, Etty Soesilowati, and Dewi Liesnoor Setyowati. "Strategi Pendekatan Sosial Dalam Proses Rencana Pembangunan PLTU Batang." *Journal of Educational Social Studies* 5, no. 1 (2016): 1-10. <https://doi.org/0.15294/JESS.V5I1.13088>.
- Rahmad Masturi. "The Essence of Justice on Land Procurement for Public Interest in the Framework of National Developmen." *Al-Ishlah: Jurnal Ilmiah Hukum*, V 2, no. 2 (2018).
- Rap, Edwin, and Martina Jaskolski. "The Lives of Women in a Land Reclamation Project: Gender, Class, Culture and Place in Egyptian Land and Water Management." *International Journal of the Commons* 13, no. 1 (2019). <https://doi.org/http://doi.org/10.18352/ijc.919>.
- Rick Donnelly, William J. Upton and Becky Knudson. "Oregon's Transportation and Land Use Model Integration Program: A Retrospective." *Journal of Transport and Land Use* 11, no. 1 (2018): 19-30.
- Sahnan, M.Yazid Fathoni, Musakir Salat. "Application of the Principles of Justice in Land Acquisition for Development for Public Interest (The Implementation of Justice Principle Within The Land Procurement For Public Utilities Construction)." *Jurnal IUS Kajian Hukum Dan Keadilan* 3, no. 9 (2015): 422.
- Satrio, J. "Perjanjian Pada Umumnya." Bandung: Citra Aditya Bakti, 1999.
- Setiawan, I Ketut Oka. *Hukum Perikatan*. Bumi Aksara, 2021.
- Sugiarto, Umar Said. *Pengantar Hukum Indonesia*. Sinar Grafika, 2021.
- Sutedi, Adrian. *Implementasi Prinsip Kepentingan Umum Di Dalam Pengadaan Tanah Untuk Pembangunan*. Sinar Grafika (Bumi Aksara), 2020.
- Sutedi, Andrian. *Implementasi Prinsip Kepentingan Umum Dalam Pengadaan Tanah Untuk Pembangunan*. Jakarta: Sinar Grafika, 2008.
- Tjitrosudibio, R. dan Subekti. *Kitab Undang-Undang Hukum Perdata*. Jakarta: Balai Pustaka, 2014.
- Trisilia, Ayu Trixie. "Tinjauan Yuridis Pasal 10 (B) Undang-Undang Republik Indonesia Nomor 2 Tahun 2012 Tentang Pengadaan Tanah Bagi Kepentingan Umum Terhadap Pembangunan Jalan Tol." Brawijaya University, 2013.

Regulation:

Law Number 2 of 2012 concerning Land Acquisition Bag I Development for The Public Interest

Presidential Regulation Number 71 of 2012 concerning Implementation of Land Procurement for Development of Public Interest

Supreme Court Regulation Number 3 of 2016 concerning Procedures for Filing Objection and Depositing Compensation to the District Court in Land Procurement for Development of the Public Interest