

DEVELOPING LEGAL COMPENSATION SYSTEMS ON LAND PROCUREMENT FOR DEVELOPMENT IN INDONESIA'S INTEREST

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ABSTRACT

Land acquisition is any activity to obtain land by giving compensation to those who are entitled to the land. The procedure that must be followed is by releasing or surrendering land rights. This study aims to analyze the legal problems of the compensation system on land acquisition for development purposes in Indonesia, and to formulate legal construction in the future. The research method used is sociological juridical. This research is qualitative research with primary and secondary data used type. The technique of collecting data is through literature study and field focus group discussions, interviews and questionnaires. The data collected was analyzed through descriptive analysis. The results of the study found that the legal problem with the compensation system for land acquisition for development purposes in Indonesia today is that there is a factor in the legislation in which both Law No. 2 of 2012 and Presidential Regulation No. 148 of 2015 do not clearly state the length of time, payment of compensation, the amount of compensation, the Court Institution is still a place of deposit for compensation money and the legal culture of community involvement related to compensation in land acquisition for development in the public interest. Establishing a legal compensation system for land acquisition for building purposes in Indonesia, through reconstructing the law in Law Number 2 of 2012 and Presidential Regulation Number 2 of 2012 and Presidential Regulation Number 148 of 2015 and Presidential Regulation Number 66 of 2020.

Keywords: Law; compensation; procurement; land

BACKGROUND

Land Procurement for Public Interest aims to provide land for the implementation of development in order to improve the welfare and prosperity of the nation, state and society while still guaranteeing the legal interests of the Entitled Party.

Land acquisition is an act of the government to acquire land for various development activities, especially for the public interest, which in principle land acquisition is carried out by means of deliberation between the parties who need the land and the holders of land rights and the holders of land rights whose land is needed for development activities.¹

Regarding the agreed object, it is based on the provisions of Article 1 point 4 of Law 2/2012 which states that the object of land acquisition is: land, aboveground and underground space, buildings, plants, objects related to land, or other things that can be assessed.

The following elements agreed upon in land acquisition are the form and amount of compensation. According to Article 1 point 10 of Law 2/2012, what is meant by compensation is a proper and fair compensation to the party entitled to the land acquisition process.

However, land acquisition must be examined carefully so as not to quickly conclude that an agreement in land acquisition is the same as an agreement in contract law, only seeing that there are parties or legal subjects and there is an agreed object. Then one party receives a sum of money as compensation and the other party receives the desired land. Moreover, in practice there is often disagreement regarding the amount of compensation. The following cases demonstrate this. In the case of land acquisition for the East Flood Canal in Jakarta, there was an injustice in the compensation value. In this case, the Land Procurement Committee denied the deliberations on compensation, by only conducting socialization of land acquisition and one-time offer of compensation. There was no deliberation with an equal dialogue, nor was there an agreement on the value of compensation.² Another case that also shows the same thing is the case of land acquisition for the Jombang Toll Road, East Java. In this case, there was unilateral price determination and unfair implementation, starting from price imposition, breaking the concentration of landowners, pitting against each other, intimidation and terror. There is no clarity on the details of the object of compensation, its classification and unit price. Likewise, in the land acquisition stage, many mechanisms are not implemented, including deliberation for price determination agreements.³ In the case of land acquisition for the expansion of Syamsudin Noor Airport in Banjarbaru, there was also no agreement on the amount of compensation. In the case of land acquisition for road widening on Jalan Veteran Banjarmasin, there was also disagreement about the amount of compensation. In this case, the deliberation process to get an agreement was not carried out properly.

In addition, Law 2/2012 uses a custodial institution for compensation through the Court if an agreement through deliberation does not work and a mechanism through the Court has been adopted. The following are some examples of land acquisition cases that ended with the deposit of compensation through the Court, namely the case of the Semarang-Solo toll road project, in Semarang

¹ Maria S.W. Sumardjono, 2008, Land in the perspective of Economic, Social and Cultural Rights, Kompas Book Publisher, Jakarta, P.280

² Bernhard Limboog, Land Procurement for Development, Regulation, Compensation and Law Enforcement, Margaretha Library, Jakarta, 2011, p. 210-212.

³ *Ibid.*, p.222-223.

Regency⁴ on consignment at the Jombang District Court in the case of land acquisition for the Jombang Toll⁵ Road on consignment at the Medan District Court in the land case Surip at Jalan Karya Jasa⁶, Medan on consignment at the Lubuk Pakam District Court in the Kuala Namu⁷ Airport project case; consignment at the Tanjung Balai District Court in the case of the expansion of the Tanjung Balai Mayor's office.

Thus, in land acquisition there can be disagreements, as well as agreements in agreements. However, in the agreement, if there is a disagreement, then the parties are no longer bound. But in the case of land acquisition for the public interest, if the agreement through deliberation does not work and the mechanism through the courts has been adopted, then the disagreement will lead to the deposit of compensation to the court. So the agreement in land acquisition has its own characteristics that are different from the agreement in contract law. To analyze the agreement and the relationship between the parties in land acquisition, it is necessary to have a deeper understanding of the nature of the agreement itself, its meaning and function, and its characteristics in land acquisition for the public interest.

Based on the description in the background above, it is interesting to examine in depth the legal problems of the compensation system for land acquisition for development purposes in Indonesia, as well as how the legal construction will be in the future.

RESEARCH METHOD

The research method used is sociological juridical. This research is qualitative research, the type of data used is primary and secondary data⁸. The technique of collecting data is through literature study and field focus group discussions, interviews and questionnaires). The data collected was analyzed through descriptive analysis.⁹

RESEARCH RESULTS AND DISCUSSION

Prior to Law No. 2 of 2012, land acquisition regulations were regulated in Presidential Decrees and Presidential Regulations. However, the presence of the Presidential Decree and the Presidential Regulation is not able to eliminate or reduce various problems in the implementation of land acquisition. The presence of Law Number 2 of 2012 is also expected to be able to reduce and even eliminate various problems in the implementation of land acquisition.¹⁰

Legal problems The compensation system for land acquisition for development purposes in Indonesia that has occurred so far, namely:

1. Tough Land Acquisition Process

Many residents who are affected by development projects are actually not willing to have their land evicted because, for example, the land is strategically located which can be invested in in the future, the residents have lived on the land for a long time so it is difficult to release it, and the compensation value determined is not feasible. The refusal by the land owner is based on a strong reason that the land to be acquired for development for the public interest is agricultural land that is the mainstay of the farmers for livelihood. The compensation provided does not take into account the productivity of the agricultural land to be acquired. In fact, the acquired agricultural land is a source of food and livelihood for the landowners. However, there are also residents who have given up their land for development projects. The willingness of the landowners was not matched by the provision of appropriate compensation and the payment of compensation that was delayed. In turn, the land acquisition process has been slow and difficult. Residents of landowners hope that compensation payments will be made immediately without making them miserable. This means that the amount of compensation for the acquired land is the cause of the difficulty of land acquisition.

2. Unfair Compensation Value

Many project developments for the public interest at this time have not run smoothly and smoothly due to the protracted land acquisition process. The government that needs the land and the residents who own the land have not reached an agreement on the compensation value. project-affected residents complained that the government did not comply with the initial agreement, which originally said that the compensation was equal to the sale value of the tax object (NJOP) plus the market price and then divided by two. In fact, the government provides compensation only based on the NJOP. During the land acquisition process, a number of facts related to compensation issues were found, including:

- a. Unilateral pricing and unfair enforcement;
- b. There is no clarity regarding the details of the price of the object of exchange, its classification and unit price;

⁴ Sonny Djoko Marljanto, Consignment of Compensation in Land Procurement for Public Interest (Study of Land Acquisition for the Construction of the Semarang-Solo Toll Road Project in Semarang Regency), www.undip.ac.id. 27 June 2014.

⁵ Bernhard Limbong *op.cit*, h. 224.

⁶ Lieke Liana Tuggali, Social Functions of Land Rights in Land Procurement for Public Interest, Kertasputih Communication, Jakarta, 2010, p. 331.

⁷ Marni Emmy Mustafa, Offering Cash and Consignment Payments in Court for Land Procurement for Development in the Public Interest, www.ptbanding.go.id

⁸ Anis Mashdurohatun, Gunarto & Oktavianto Setyo Nugroho Concept Of Appraisal Institutions In Assessing The Valuation Of Intangible Assets On Small Medium Enterprises Intellectual Property As Object Of Credit Guarantee To Improve Community's Creative Economy, *JPH: Jurnal Pembaharuan Hukum*, Volume 8, Number 3, December 2021.

⁹ Anis Mashdurohatun, Gunarto & Adhi Budi Susilo, The Transfer Of Intellectual Property Rights As Object Of Fiduciary Guarantee, *Jurnal Akta*. Volume 9 No. 3, September 2022.

¹⁰ Bernhard Limbong, *Pengadaan Tanah Untuk Pembangunan*, Margaretha Pustaka, Jakarta, 2015, page. 220-221

- c. There was a blurring of process and substance, who was the buyer and how much was the offer, many individuals positioned themselves as the land acquisition committee (P2T) team, and the price equalization and differentiation was unclear what type of object to replace;
- d. There are many mechanisms that do not involve landowners, either at the stage of socializing the land acquisition plan, the recommendation of the real/market price by the Appraisal Team is unknown, land compensation consultations, including the decision to determine the basic price of the deliberation;
- e. The payment of compensation for the freed land was delayed, in fact, the compensation that was to be given to the landowners was still being deposited through the courts. The government often delays the payment of compensation.

3. Differences in Perspective on the Land

Different perspectives on land from residents, especially indigenous peoples and the government, are also a problem in land acquisition/procurement. They consider that selling land means eliminating the efforts of their ancestors who had sacrificed to clear land when their area was still a wilderness. In addition, in the minds of indigenous peoples, land is not a commodity that can be traded. On this basis, local residents show an attitude of resistance to defending the land when there are outside parties, be it the government or the private sector (entrepreneurs) who want to take advantage of customary land with claims for development without voluntary local residents. These different points of view certainly cause problems because there is no common ground. If both parties remain firm in their respective perspectives, an agreement will not be reached. Therefore, this is an obstacle where indigenous peoples remain adamant on the one hand rejecting development and on the other hand the government continues to carry out its development program.

4. Less transparent socialization

Socialization in land acquisition is also one of the problems in land acquisition. Knowing that there is a project development plan for the public interest and land acquisition will be carried out, the landowner also expects a complete and transparent socialization of the development plan. However, in practice so far, full and transparent socialization is far from what was expected. In number of development projects for the public interest, the socialization held by the land acquisition committee is only through meetings. Socialization is also not transparent and misdirected. The target of socialization is only prioritized for influential figures and people around the place, who are not necessarily landowners. Landowners generally have low knowledge and education levels are neglected. The community's understanding of the project development plan for the public interest is incomplete. Thus, the disputed land is very small compared to the general population.

5. Denying the Deliberation Process

In addition to the lack of socialization, the deliberations conducted by P2T to determine the amount of compensation for land, plants, and buildings on land deviated from what had been regulated. Sometimes deliberation is held only once even though there is no agreement on the amount of compensation. In the deliberations, not all landowners were present, and they never gave power to others. However, the land acquisition/acquisition committee claimed that the meeting had a quorum. The residents' objections to the land price set as compensation were not followed up and discussed in deliberation. There has been no consensus deliberation process in the land acquisition process.

6. Intimidation and Use of Violence

In several development projects for the public interest in several areas, the disagreements of the landowners on the process and the price offer were not handled wisely by the Government. The government became very hasty and used intimidating methods against residents who rejected the development plan. Residents did not agree to sell their land in isolation, engineered a condition where they felt excluded from the life of the land and were even threatened with various reasons such as: not getting services from Government Agencies when taking care of anything, no opportunity to become civil servants. The use of violence is also used in response to citizen resistance. Even the use of violence caused casualties on the part of the residents. In addition, P2T shows an aggressive attitude in the land acquisition process. P2T often intimidated when inviting residents to take part in deliberation. Residents who do not come are considered to have rejected the deliberation process.

THE VALUES OF DELIBERATION IN REACHING CONSENSUS

Basically, deliberation is the principle of listening to each other to reach an agreement that reflects democratic values. Deliberation is a means used by the State to show the good faith of the State in respecting what belongs to the community which is guaranteed in the constitution Article 28 H paragraph (4) "A person's property rights cannot be arbitrarily taken away by anyone."¹¹ Land acquisition for the implementation of public interest is carried out through deliberation. The principle of deliberation is the hallmark of the Indonesian nation in resolving the problems it faces, which can be seen, among other things, in the regulation of procedures for obtaining land belonging to the people which is needed for development activities for the public interest. The principle of respect for legal rights to land is realized with the stipulation that, "land acquisition for the implementation of development in the public interest is carried out through deliberation. According to Presidential Decree No. 36 of 2005 and Presidential Regulation No. 65 of 2006:

Deliberation is an activity of listening to each other, giving and receiving each other's opinions, as well as the desire to reach an agreement regarding the form and amount of compensation and other issues related to land acquisition activities based on voluntarism and equality between parties who own land, buildings and objects. others related to land with parties who need land.

¹¹ Henry Handayani Sirait, "Dimensions of Justice in the Mechanism of Land Acquisition Consignment: Scientific Works, Faculty of Law, University of North Sumatra, 2012.

If the deliberation method does not bring results, and if the conditions are met, then it is only permissible to take land by force, through the revocation of rights, which is regulated in Law Number 20 of 1961.

Deliberations are held directly between the land acquisition committee and those entitled to the land or their representatives on the basis of deliberation. At this stage, the committee invites government agencies requiring land (applicants) and land rights holders to hold deliberation. However, if it is not possible for the deliberation to be held effectively, the deliberation may be held in partial rotation or with representatives appointed as well as acting as their proxies.

In the deliberation for land acquisition there are three important things, namely:

a. Location

Deliberations are held at the places mentioned in the invitation letter. Participants in the deliberation included the Land Procurement Committee, Government Agencies requiring land, and landowners.

b. Contents of the Deliberation

Deliberation to reach agreement on:

- 1) Implementation of development for the public interest in the location.
- 2) The form and amount of compensation.

In deliberation, it is necessary to have the first element of voluntarism, secondly an attitude of mutual acceptance of opinions, or wishes based on voluntarily between the holder of land rights and those who need the land, and the third element of deliberation is to obtain an agreement on the form and amount of compensation in the form of compensation. land acquisition for public interest.¹²

c. Determination of the Form and Amount of Compensation

This determination occurs when an agreement has been reached. If the deliberation results in an agreement, the land acquisition committee issues a decision on the form and amount of compensation. On the other hand, if an agreement has not been reached, further deliberation will be held until an agreement is reached.

Land acquisition activities must be based on the principle of respect for land rights in order to achieve a balance between public interests and individual interests. This principle is then further elaborated into the principle of agreement in the provisions of Article 2 letter f of Law No. 2 of 2012 concerning Land Procurement for Public Interest, the principle of agreement is the process of obtaining land carried out by deliberation of the parties without any element of coercion to obtain a mutual agreement.

1. Deliberation Mechanism

Deliberations are held in land acquisition in order to obtain an agreement regarding the implementation of development for the public interest in a predetermined location, as well as to obtain the amount or form of compensation. Article 9 of Presidential Regulation Number 36 of 2005 contains that:

- 1) Deliberations are held directly between the holders of rights to land, buildings, plants, and other objects related to land with the land procurement committee, and government or regional government agencies that require land.
- 2) In the event that the holder of land rights does not allow effective deliberation to be held, the deliberations as referred to in paragraph (1) shall be carried out by the land procurement committee and the government agency or regional government requiring the land with representatives appointed between and by the holders of land rights. land rights, which at the same time act as their proxy.
- 3) The appointment of representatives or proxies of the rights holders as referred to in paragraph (2) must be made in writing, with sufficient stamp duty known by the Village Head/Lurah or a letter of appointment/power of attorney made before the authorized official.
- 4) The deliberation as referred to in paragraphs (1) and (2) shall be chaired by the chairman of the land acquisition committee. Deliberations to determine compensation are carried out through direct dialogue with land rights holders.

2. Period of Deliberation

Article 10 paragraph (1) of Presidential Regulation Number 65 of 2006 contains provisions regarding the period of deliberation, namely as follows; In the case of development activities for the public interest which cannot be transferred or technically transferred to another place or location, then the deliberation is carried out within a maximum period of 120 (one hundred and twenty) calendar days from the date of the first invitation.

The period of deliberation provided for by Article 10 of Presidential Regulation Number 65 of 2006 is longer than the regulation in Presidential Decree 36 of 2005¹³ which only provides 90 (ninety) days.

Article 39 of the Regulation of the Head of BPN Number 3 of 2007 contains further explanations regarding the criteria for the location of development for the public interest which cannot technically be transferred to another place or location as referred to in Article 10 paragraph (1) of Presidential Regulation Number 65 of 2006, namely:

- a) Based on historical, climatological, geographical, geological, and topographical aspects, it does not exist in other locations.
- b) Moving to another location requires greater sacrifices, losses and costs.
- c) The development plan is very necessary, and the location is the best location compared to other locations.
- d) If the location is not located, it can cause a disaster that threatens the security and safety of the wider community.

¹² Boedi Harsono, Indonesian Agrarian Law History of the formation of the Basic Agrarian Law Content and Implementation, Djambatan, Jakarta, 2004. page. 225. See too Muwahid, Principles of Agrarian Law, Cet.1.UIN SA Press, Surabaya.2016,

¹³ Article 10 paragraph (1) of Presidential Regulation Number 36 of 2005 (1) In the case of development for the public interest which cannot be transferred or technically transferred to another place or location, then the deliberation is held within 90 calendar days from the date of the first invitation. Government Regulation Number 19 of 2021 concerning Implementation of Land Acquisition for Development in the Public Interest

If, after holding deliberation within a predetermined period of time, no agreement is reached and technically the spatial layout of the construction site cannot be moved, then the land acquisition committee determines the form of compensation and the amount of compensation which will then be deposited with the compensation to the District Court (consignment) whose territory is the law covers the location in question (Article 10 paragraph (2) of Presidential Regulation Number 65 of 2006).

Depositing compensation to the Court (consignment) when an agreement is not reached as stipulated in Article 10 paragraph (2), apart from being wrong, is also a form of coercion of will by one party and ignores the principle of equality between the holder of land rights and those who need the land.

Legal reconstruction in the implementation of land acquisition and compensation for development in the public interest based on the value of justice, it is necessary to first understand the elements related to the implementation of the law.

Regarding this matter, Chambliss and Seidman stated that any action to be taken by the role holders, implementing agencies and lawmakers is always within the scope of the complexities of social, cultural, economic and political forces and so on. All social forces always work together in every effort to function the applicable regulations, apply sanctions, and in all activities of implementing institutions. Finally, the role played by legal institutions and institutions is the result of the operation of various factors.¹⁴

In its development, which often results in large-scale population displacement, requires planning related to the development of a mature urban concept. This includes the area where people move from affected areas to urban expansion and development, which often changes the function of land, especially land rights, from private rights to land used for the construction of public spaces. Therefore, the development, assistance and participation of the government in ensuring the welfare of the community after moving and starting a new life in a new settlement area with the development of economic and socio-cultural potential can be realized evenly. In order to realize this, it is necessary to do several things sociologically, namely:

Table : 3 The Impact of City Expansion and Development That Often Changes the Function of Land

No	Impact Type	Countermeasures
1	Loss of land, income and livelihoods.	Compensation according to the replacement price, or reimbursement for lost income and livelihoods. Reimbursement of income and moving costs during rebuilding and income recovery measures for those who have lost their livelihood.
2	Loss of housing and the right to use public facilities.	Compensation for lost housing and public facilities according to the prevailing prices in the community and in accordance with the loss of housing construction costs that have been incurred.
3	Psychological loss.	Carrying out relocations, including the development of relocation areas, and ensuring the realization of improvements in the living standards of the affected communities after the relocation.
4	Business loss.	Compensation in accordance with business losses due to land acquisition for development in the public interest.

In its development, both provisions related to the social function of land and the public interest in land were born from the mandate of Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. This mandates a balance between private property rights on land and the social function of land, Article 33 paragraph (3) The 1945 Constitution of the Republic of Indonesia clearly wants landownership that is recognized because of the human rights to belong to the Indonesian people who also do not escape their obligations as citizens to give their land for development in the public interest and do not ignore the losses from the revocation of land for the public interest. . Thus, Article 2 paragraph (3) and Article 18 of Law Number 5 of 1960 concerning Basic Agrarian Regulations of the President of the Republic of Indonesia were born, as explained above. In order to realize Article 18 of Law Number 5 of 1960 concerning Basic Agrarian Regulations of the President of the Republic of Indonesia, it was then specifically regulated regarding provisions for revocation of land rights due to the need for public interest, these provisions are regulated in Law Number 20 of 1961 Regarding the revocation of rights to land and objects on it, this provision is then followed up with a special provision regarding compensation for development in the public interest, namely Law of the Republic of Indonesia Number 2 of 2012 concerning Land Procurement for Development for the Interest. General. So it is clear that the existence of constitutional rights to land as regulated in Article 33 of the 1945 Constitution of the Republic of Indonesia has also given birth to a social function on land, the social function of land then gives birth to a system of revocation of land rights in the public interest, revocation of land rights for land revocation because the existence of the social function of the land then gave birth to a land compensation system in land acquisition for development for the public interest as an effort to realize national development and development of community welfare which in this case is specifically mandated for agrarian matters through Article 2 paragraph (3) and Article 18 of Law Number 5 of 1960 concerning Basic Agrarian Principles of the President of the Republic of Indonesia and constitutionally mandated as stated in Article 33 of the 1945 Constitution of the Republic of Indonesia.

¹⁴ William J. Chambliss and Robert B. Seidman in Esmi Warassih, Legal Institutions A Sociological Study, UNDIP Press, Semarang, 2011, p. 10.

To realize this, it is necessary to carry out several reconstructions of Law No. 2 of 2012 and Presidential Regulation No. 2 of 2012 and Presidential Regulation No. 148 of 2015 and Presidential Regulation No. 66 of 2020, while the intended provisions are:

Table : 4 Reconstruction of Land Acquisition Law and Compensation for Development for Public Interest

Rule of law	Before Reconstruction	Weaknesses Before Reconstruction	After Reconstructed
Article 34 of Law Number 2 of 2012	<p>(1) Value of Compensation assessed by the Appraiser as referred to in Article 33 is the value at the time of the announcement of the determination of the construction location for the Public Interest as referred to in Article 26.</p> <p>(2) The value of Replace Losses based on the results of the Appraiser's assessment as referred to in paragraph (1) shall be submitted to the Land Agency with an official report.</p> <p>(3) The value of Compensation based on the results of the Appraiser's assessment as referred to in paragraph (2) becomes the basis for deliberation to determine Compensation.</p>	<p>In this article, the amount of land compensation is based on the price of the land at the time of location is determined. While it often happens where compensation not done immediately after the determination location, this is clearly unfair considering that there are parties who receive compensation long after the location determination is made while the land price is no longer in accordance with the price when location determination is made. So it is necessary to add a time limit for paying compensation to the community whose land is affected by the procurement of interest facilities general.</p>	<p>(4) The government is obliged to pay compensation for land affected by land acquisition for development in the public interest, no later than six months after the determination of the location.</p>
Article 121 paragraph (4) Presidential Regulation Number 148	<p>Land appraisal in the context of land acquisition as referred to in paragraph (1), the Agency who need land</p>	<p>In terms of This is community engagement In determine</p>	<p>Land appraisal for procurement land as referred to in paragraph (1), government agencies that</p>
2015	<p>using appraisal services.</p>	<p>the price of compensation is very unclear and this is clearly also contrary to Article 37 of Law Number 2 Year 2012, then in this provision it is necessary It was also emphasized that there was consideration of the results of consultations with public.</p>	<p>require land using an appraisal service and consider the results of consultations with affected communities.</p>
Article 11 paragraph (3) Presidential Regulation Number 148 of 2015	<p>(3) Notification of the development plan as referred to in paragraph (1) contains information regarding:</p> <p>(a) The aims and objectives of the development plan;</p> <p>(b) Location of land and area of land required;</p> <p>(c) Stages of planning land acquisition;</p> <p>(d) Estimated time period for land</p>	<p>The meaning of other information deemed necessary in this case does not have clarity other than information on the procedure for calculating compensation and information on the amount of compensation the loss it has been agreed that it is not included in this provision, so necessary discussed related information on the procedure for calculating compensation and also the amount approved by the government.</p>	<p>(3) The notification of the development plan as referred to in paragraph (1) contains information regarding:</p> <p>a) The aims and objectives of the development plan;</p> <p>b) Location of land and area required land;</p> <p>c) Estimated timeframe for land acquisition implementation;</p> <p>d) Estimated period of development implementation n;</p> <p>e) Information on the procedure for calculating the amount of compensation; and</p> <p>f) The amount of compensation determined by the government Overall, by taking into account the results of the appraisal assessment by considering the results of</p>

	acquisition implementation; (e) Estimated period of development implementation; and Other information deemed necessary.		consultations with the affected community.
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CONCLUSION

Legal Problems The compensation system for land acquisition for development purposes in Indonesia today is contained in the factor of legislation in which both Law Number 2 of 2012 and Presidential Regulation Number 148 of 2015 do not clearly state the length of payment of compensation, the amount of compensation, the Court Institution is still a place of deposit for compensation money as well as a legal culture of community involvement related to compensation for land acquisition for development in the public interest. Establishing a legal compensation system for land acquisition for development purposes in Indonesia through reconstruction in Law Number 2 of 2012 and Presidential Regulation Number 2 of 2012 and Presidential Regulation Number 148 of 2015 and Presidential Regulation Number 66 of 2020

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