

The Juridical Analysis Related to the Compensation System in Land Procurement for the Construction of PLTU Batang

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Abstract. Land has an important function in supporting human activities and needs, this makes land have high economic value, including in terms of land acquisition for public purposes. The implementation of compensation in the procurement of land for the Batang PLTU construction still ignores the value of economic losses and the value of land prices that are developing in the community. This article uses a normative juridical method. based on the studies conducted, it can be seen that legally the implementation of compensation for land acquisition for the construction of PLTU in Batang has not been carried out according to the mandate of Pancasila and the 1945 Constitution of the Republic of Indonesia, especially Article 33, this is because land compensation in the PLTU project does not see the value of land prices that apply sociologically in society.

Keywords: Analysis; Compensation; Procurement.

1. Introduction

The land has an important position in Indonesia, this is becoming increasingly relevant, because Indonesia is an agricultural country. The position of land that is so important in this country is shown by the fact that every community member needs land to support their various needs, starting from housing needs, business needs, to the need for interaction between community members. For humans, land plays a role as a supporter of health and a provider of human needs. Football matches are usually held on a soccer field, in the form of a grass field. Various human activities that support their health such as jogging, soccer, and playing marbles are carried out on the ground. For farmers, land can be used as agricultural land as a place to depend on their crops. Agricultural products can be used to meet their own needs or sold as one of the agricultural

commodities.¹The important position of land makes every human being on this earth create the concept of land ownership rights, which is shown by one of them through land ownership rights. Community rights in the ownership and use of the land cannot only work without the existence of a legal system.

The absence of law in the legal system of land tenure will only result in an anomaly in terms of recognition of ownership rights to a parcel of land in the community. Constitutionally, tenure rights over land are regulated in Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. Regarding the provisions in Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, it can be seen implicitly or explicitly that the founding fathers of this nation wanted to guarantee the existence of the right to control and use land for the people of Indonesia in order to guarantee the fulfillment of the right to self-development, the right to own a settlement, and the right to obtain utilization of the natural products contained in the land under their control,²in other words, the agrarian constitution that was made is actually an operational form of the existence of a social welfare constitution.

The Agrarian Constitution is then implemented through the concept of democracy in which the state is the representative of the people in control of all valuable assets which include land, in order to be organized as a real effort in realizing the people's welfare as much as possible.³In order to guarantee legal certainty related to efforts to realize the concept of embodiment of the social welfare constitution through land governance in Indonesia, the concept of legal system for land ownership was formed.⁴

Efforts in proving a land tenure right according to law are indicated by the registration of tenure rights over land. In its development, both the 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 ownership rights to land and the social functions of land, Article 33 paragraph (3) The 1945 Constitution of the Republic of Indonesia clearly wants land ownership to be

¹Land and Life, https://source.belajar.kemdikbud.go.id/repos/FileUpload/Tanah%20dan%20Kehidupan_IK/Peran-Tanah-bagi-kehidupan.html, accessed December 10, 2022.

²Sjaaffroedin Bahar et.al. (Editor), 1992, Minutes of the Meeting of the Indonesian Independence Preparatory Investigation Agency (BPUPKI) and the Preparatory Committee (PPKI) May 29, 1945-19 August, State Secretariat of the Republic of Indonesia, Jakarta, p. 170.

³Jimmy Asshiddiqie, 2005, Constitutional Law and the Pillars of Democracy, Constitution Press, Jakarta, p. 124.

⁴Kuswanto and Akhmad Khisni, "Legal Protection for Land Rights Holders in Cases of Overlapping Ownership of a Plot of Land in the National Land Agency/Atr of Kudus Regency", Journal of Deeds. Vol. 4. No. 1, 2017, p. 71-72.

recognized because of the human right to belong to the Indonesian people who also do not escape from their obligation as citizens to give their land for the development of public interest while also not suffering any loss from the revocation of land for the public interest. . So that Article 2 paragraph (3) and Article 18 of Act No. 5 of 1960 concerning The Basic Agrarian Principles of the President of the Republic of Indonesia as explained above. In order to realize Article 18 of Act No. 5 of 1960 concerning the Basic Agrarian Principles of the President of the Republic of Indonesia, it then specifically regulates provisions regarding the revocation of land rights due to the need for public interest, these provisions are regulated in Act No. 20 of 1961 Concerning 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 Acquisition for Development in the Interest of General.

the problem in the form of unclear regulation regarding the time limit for completing the delivery of compensation to the community has also resulted in many psychological problems for the community because of the long waiting time while it is not uncommon for the delivery of compensation to be carried out in stages which results in some people getting compensation faster while the community whose rights will be paid at the next stage must waiting for an indefinite period of time. This has an impact on the issue of unclear time limits for submitting compensation to affected communities and besides that it also results in unclear amounts of compensation to affected communities.

Related issue of Land Acquisition for Public Interest Development can be seen clearly empirically, one of which is in the case of land acquisition for the construction of a Steam Power Plant in Batang. PLTU Batang is a power plant megaproject with a capacity of 2×1,000 megawatts (MW) in Batang Regency, Central Java. With such a large capacity, this PLTU will be the largest PLTU in Indonesia. Funding for this project was obtained from a consortium of three Japanese and Indonesian companies namely J-Power, Itochu and Adaro which merged to become PT. Bhimasena Power Indonesia with an investment value of IDR 30 Trillion. Even though it swallowed up a large budget, most of the affected residents did not receive proper land compensation, the main problem in this case also included transparency in the process of calculating land compensation carried out by the government.⁵

⁵Personal interview with Karomat as one of the people affected by land funding for the construction of a PLTU in Batang on 12 May 2020.

2. Research Methods

The method used in this paper is normative juridical. Juridical-normative research is a form of scientific research activity that uses library materials and laws and regulations.⁶

3. Results and Discussion

3.1. Juridical Analysis of Transparency in Compensation for Land Procurement for the Development of Steam Power Plants in Batang Regency

PLTU Batang 2 x 1,000 MW is located in Ujungnegoro Village and Karanggeneng Village, Kandeman District and partly located in Ponowareng Village, Tulis District. As for the transmission line, it will pass through Karanggeneng Village and Kenconorejo Village, Simbangjati Village, Beji Village, Tulis Village, and Wringin Gintung Village in the Tulis District. Batang PLTU development activities consist of several parts as follows:⁷

- a. PLTU Main Building (Power Block);
- b. Special Terminal (Jetty);
- c. dredging at sea and dumping at sea;
- d. 500 kV Transmission Network (SUTET) and Substation. Batang Regency has an area of 78,864.16 ha with an area of sea reaching \pm 287,060 km², has varying land elevations. Most of the land use around the planned PLTU is an agricultural area consisting of downstream and plain areas.

The relatively flat land is mostly irrigated and rainfed rice fields, and jasmine gardens. The paddy rice crop cycle is twice a year, but in the rainy season paddy rice is combined with secondary crops (corn), vegetables and legumes. The downstream area is used for mixed gardens such as cacao, cassava and coconut with other trees including sengon (*Albazia falcataria*), rambutan (*Nephelium lappaceum*) and mango (*Mangifera indica*) trees. Based on the registration results at the end of 2012, the population of Batang Regency was 715,115 people. The location of the PLTU development plan in Batang Regency is located in 2 sub-districts, namely Kandeman District and Tulis District. Judging from the population, Kandeman District at the end of 2011 was recorded to have a

⁶Indah Rahmawati, *Juridical-Normative Analysis of the Role and Actions of Telemarketing in Digital Transactions*, *Cakrawala Hukum Journal*, Volume 11 No. 1 April 2020, Merdeka University Malang, p. 61. <https://jurnal.unmer.ac.id/index.php/jch/article/view/4047/pdf>. accessed on 12 June 2021.

⁷Personal Interview with Kris Joko Sriyanto as Head of BPN Batang, on 12 June 2022.

population of 30.951 people while the population of the Tulis District was recorded at 35,417 people. Sectors occupied by residents include agriculture, industry, trade, plantations, animal husbandry, fisheries, transportation, and services. The agricultural sector is still the main focus of the population of the villages studied, except for Bakalan and Sembojo Villages. Batang Regency has an area of 85,644.65 Ha (area data based on map digitization by the Batang District Land Office, 2009).⁸

Most of the Batang Regency area has been cultivated, both for agricultural cultivation and non-agricultural cultivation. Land use in the form of agricultural cultivation in Batang Regency is 56,104.20 hectares or 65.51% of the total area of Batang Regency. Ha or 12.20% of the total area of Batang Regency. Then for an emplacement area of 36.37 Ha (0.04%), an agricultural product processing industry covering an area of 69.96 Ha (0.08%), a Sports Field covering an area of 6.43 Ha (0.01%) and a grave/grave area of 5.39 Ha (0.01%)⁹

The cooperation mechanism between the government and the private sector is by way of PT. Bhimasena Power Indonesia (PT. BPI) is a company engaged in the energy sector which was founded by a consortium (joint company) of three multinational companies, namely J-Power, Itochu, and PT. Adaro Energy, Tbk. In July 2011, the consortium of the three companies agreed on the establishment of PT. BPI, whose mission is to build and operate a coal-fired PLTU, which will be the largest PLTU in Asia. On June 17, 2011, this consortium of three companies received a Letter of Intent (LoI), after winning a competitive international tender process. This project will be the first power plant in Indonesia that uses advanced Ultra Super Critical (USC) technology, a technology that is environmentally friendly and will serve as a model of high-efficiency power generation. What's more interesting about this project is that the power plant uses Indonesian sub-bituminous coal as fuel. In October 2011, the process of signing a long-term power supply agreement (PPA) for PLTU with a capacity of 2 x 1000 MW took place in Jakarta. In addition, a penrudy azharyan agreement was made based on the 1st Public Private Partnership (PPP), namely the first public-private partnership between PT. Bhimasena Power Indonesia and PT. PLN (Persero). The PPA includes building a PLTU with a total capacity of 2,000 MW in Central Java Province (Central Java Power Plant/CJPP) or PLTU Batang and supplying electricity for 25 years to PLN. The total cost of the project is around 40 trillion rupiah. Apart from PPA, the Guarantee Agreement (GA) or the Penrudy Azharyan Agreement was also signed by and between the Government of the Republic of Indonesia (represented by the Ministry of Finance), PT Penrudy Azharyan Infrastruktur Indonesia (Persero) (PII) otherwise known as the Indonesia Infrastructure Guarantee Fund (IIGF), and PT. BPI. IIGF was established by the

⁸Personal Interview with Kris Joko Sriyanto as Head of BPN Batang, on 12 June 2022.

⁹Personal Interview with Kris Joko Sriyanto as Head of BPN Batang, on 12 June 2022.

Government of the Republic of Indonesia to provide Rudy Azharyan for private investors so that the obligations stated in the cooperation agreement between the Government and the private sector are carried out, in this case, rudy azharyan regarding the obligation to pay PLN for the CJPP project or PLTU Batang according to the PPA. This is the actualization of the first public-private partnership (PPP) in Indonesia and is carried out under the supervision of the IIGF.¹⁰

The Pricing Deliberation Deliberation Process in Land Procurement for the construction of PLTU Batang is carried out by the private sector, namely PT. BPI. Likewise, in terms of land acquisition, all of it is financed by PT. BPI. Thus the type of land acquisition is classified as land acquisition for private interests in order to support the public interest, namely the provision of power plant infrastructure. That is why the laws and regulations used in land acquisition do not refer to regulations regarding land acquisition for development in the public interest, but refer to Act No. 30 of 2009 concerning Electricity and Presidential Regulation No. 67 of 2005 which has been amended by Presidential Decree no. 13 of 2010 concerning Cooperation between the Government and Business Entities in the Provision of Infrastructure. So that land acquisition for the construction of PLTU Batang is not carried out by a special committee in the form of a Land Acquisition Executing Committee as is the case in land acquisition for public purposes, but is carried out directly by the party who needs land, namely the company PT. BPI. The process of determining the price/compensation for the land for the PLTU construction is carried out through a deliberation activity between the company and the land owners at the PLTU construction site. The implementation of price fixing in land acquisition for the construction of PLTU Batang involves several parties, namely the regional government, namely the Batang Regency Government and the village government, PT. BPI, independent land appraisal team, community leaders, landowners and community members around the PLTU's planned location. The Batang Regency Government acts as a regulator and facilitator in the implementation of deliberations between PT. BPI with residents who own land at the PLTU construction site. As a regulator, the Batang Regency Government has the authority to regulate and stipulate policies related to the implementation of the construction of the PLTU Batang, for example establishing regional regulations regarding the RTRW, establishing regional marine conservation areas, granting location permits, setting land prices in the context of land acquisition for PLTU and so on. Meanwhile, as a facilitator, the Batang Regency Government provides space and facilities for the implementation of price-fixing deliberations in the context of land acquisition for

¹⁰Personal Interview with Kris Joko Sriyanto as Head of BPN Batang, on 12 June 2022.

the construction of the PLTU Batang. The stages in the price fixing deliberations in land acquisition for the construction of PLTU Batang are as follows:¹¹

1. Socialization Phase This socialization activity began in February 2012. The socialization activity was carried out at the Batang Regent's Office and at the village halls which were the locations for the PLTU construction, especially in the three villages which were the location of the Power Block, namely Ujungnegoro Village and Karanggeneng Village in Kandeman District and Ponowareng Village in the Tulis District. However, in practice, this socialization activity was marked by rejection of the plan to build the PLTU. So that residents in and around the construction site are divided into two groups, namely those who are pro for the PLTU construction and those who are against the PLTU construction. Even though during the socialization activities there were residents who opposed the construction of the PLTU, most of the residents, especially the residents of Ujungnegoro Village, almost entirely supported the plan to build the PLTU.

2. Land Appraisal Stage This land appraisal activity was carried out by an independent appraisal team appointed by PT. BPI. The appraisal team conducted a land appraisal by considering several aspects, including the selling price of the tax object (NJOP) of the land at the PLTU construction site, the type of land and its use, as well as the market value of the land at the PLTU construction site. It is hoped that with this land valuation a more appropriate and fair land value and compensation value will be generated for the residents who own the land affected by the PLTU construction project. Land appraisal activities carried out by the appraisal team for land at the PLTU location, especially the Power Block location, resulted in a value of IDR 35,000.00 per square meter. This value already exceeds the NJOP value as well as the market value of the land in that location. The value of the land is then offered to the residents who own the land. With an offer of such a large land value, several residents agreed and were willing to sell their land to PT. BPI. In the land valuation process, the appraisal does not consider the non-economic values of the land. Appraisal only prioritizes land valuation by considering the economic value of land. The non-economic values of the land, such as cultural values, historical values, identity values and magical values from the local community towards the land, do not even get a part in determining the value of the people's land at the PLTU construction site.

3. Price Negotiation Stage Although several residents have agreed and sold their land to PT. BPI, most other residents still do not agree on the price of the land offered by PT. BPI. Some of the residents who owned the land demanded an increase in the land price which was previously set at IDR 35,000.00 per square meter to PT. BPI. Facing the residents' demands, PT. BPI with various considerations finally agreed to increase the land purchase price to IDR

¹¹Ibid

50,000.00 per square meter. With the increase in the purchase price of the land, several residents agreed and were willing to sell their land to the company. They argue that such a large value is very profitable for them. Interestingly, the new price does not only apply to residents who have not sold their land, but also applies to residents' lands that have been sold previously. So that residents who previously sold their land at the old price get additional payments according to the new price. Even so, most of the other residents still do not agree with the new price offered by the company. They are still not satisfied with the price of IDR 50,000.00 per square meter. With the land acquisition activities for the PLTU construction not being completed yet, the deadline for financial closing which was originally set for October 2012 was not met because only around 30-35 percent of the land that has been acquired has been acquired. Therefore, the deadline was finally pushed back one year to October 2013.

4. Price Determination Stage Because most of the landowners at the PLTU construction site still do not agree with the new price offered by PT. BPI, the company asked for help from the regional government, both Batang Regency and Central Java Province and the Central Government to facilitate the process of deliberation or price negotiations with residents at the PLTU construction site. With the help of the regional and central government, meetings were finally held between PT. BPI, government and residents who have not agreed to sell land for dialogue and deliberations in order to reach common ground. After a lengthy negotiation process between the company, government and residents, the Government through the Batang Regent set a new price for the land at the PLTU construction site. The new price is IDR 100,000, 00 per square meter. The government through the Regent of Batang stated that the price was final and there would be no further price increases. In addition, residents who have sold land previously will also receive additional payments according to the new price. With the new final price fixing, most of the landowners finally agreed and sold their land to the company.

5. Transaction Stage After the new land price is IDR 100,000.00 per square meter has been finalized, so most residents are willing to make buying and selling transactions with PT. BPI. Land sale and purchase transactions are carried out by payment posts provided by the company in the village where the PLTU is being built, through government banks appointed by the company to make payments to landowners who have sold their land. The land sale and purchase transaction for the construction of the PLTU took place smoothly, safely and transparently. As of September 2013, approximately 85 percent or 192 hectares of land had been acquired, of the total required land area of 226 hectares. However, until the deadline for payment in October 2013, the land acquisition process could not meet the 100 percent target.

Compensation for land in the procurement of the PLTU project in Batang has in fact not been carried out in its entirety. clearly visible, one of which is in the case of land acquisition for the construction of a Steam Power Plant in Batang. PLTU Batang is a power plant megaproject with a capacity of 2×1,000 megawatts (MW) in Batang Regency, Central Java. With such a large capacity, this PLTU will be the largest PLTU in Indonesia. Funding for this project was obtained from a consortium of three Japanese and Indonesian companies namely J-Power, Itochu and Adaro which merged to become PT. Bhimasena Power Indonesia with an investment value of IDR 30 Trillion. Even though it swallowed up a large budget, most of the affected residents did not receive proper land compensation, the main problem in this case also included transparency in the process of calculating land compensation carried out by the government.¹² Suryono, as one of the residents whose land was subject to land acquisition for the PLTU Batang development project, said that the compensation given was not in accordance with the prevailing land price and did not consider the economic aspects of his land, considering that on his land there was also his own clontong stall business.¹³

3.2. Obstacles and Solutions to the Problem of Implementing Compensation for Procurement of Land for the Development of Steam Power Plants in Batang Regency

Basically compensation arising from land acquisition for the construction of PLTU Batang must be based on Article 33 paragraph 3 of the 1945 Constitution of the Republic of Indonesia which states that "earth, water and the wealth contained therein are controlled by the state and used for as much as -the great prosperity of the people."

Furthermore, in addition to the provisions of Article 33 paragraph 3 UUDNRI, the implementation of compensation arising from land acquisition for the construction of PLTU Batang must also be in accordance with Article 1 paragraph (2) UUPA which states that:

The entire earth, water and space, including the natural wealth contained therein within the territory of the Republic of Indonesia, as a gift from God Almighty, are the earth, water and space of the Indonesian nation and constitute national wealth.

¹²Personal interview with Karomat as one of the people affected by land funding for the construction of a PLTU in Batang on 12 May 2020.

¹³Personal interview with Suryono, a resident affected by the Batang PLTU project, on March 11 2022.

Furthermore, the implementation of compensation arising from land acquisition for the construction of PLTU Batang must also be in accordance with Article 18 of the UUPA which states that:

In the public interest, including the interests of the nation and the state as well as the common interests of the people, land rights can be revoked, by providing appropriate compensation and in a manner regulated by law.

So it is also clear that the implementation of compensation arising from land acquisition for the construction of the PLTU Batang must also be in line with the Fifth Precept of Pancasila.

In its development, the implementation of compensation arising from land acquisition for the construction of PLTU Batang is regulated in Act No. 2 of 2012 which is then technically regulated in Presidential Regulation Number 71 of 2012 jo. Presidential Regulation Number 99 of 2014 jo. Presidential Regulation Number 30 of 2015 jo. Presidential Regulation Number 148 of 2015, uses a consignment system that is entrusted to the court which is carried out without or with prior negotiations with the relevant community. It is clear that the government can deviate from this by carrying out executions and determining compensation unilaterally and in an authoritarian manner. This also clearly contradicts Pancasila, the 1945 Constitution of the Republic of Indonesia, and the UUPA.

The consignment itself is basically not only regulated in Act No. 2 of 2012 and Presidential Regulation Number 71 of 2012 Presidential Regulation Number 71 of 2012 jo. Presidential Regulation Number 99 of 2014 jo. Presidential Regulation Number 30 of 2015 jo. Presidential Regulation Number 148 of 2015. The compensation system is also known in the Civil Code which is contained in Article 1239 and Article 1243 of the Civil Code which states that compensation includes compensation in terms of costs, losses and interest. However, there are differences in terms of consignment implementation between Act No. 2 of 2012 and Presidential Regulation Number 71 of 2012 Presidential Regulation Number 71 of 2012 jo. Presidential Regulation Number 99 of 2014 jo. Presidential Regulation Number 30 of 2015 jo. Presidential Regulation Number 148 of 2015 with consignment in the Civil Code. Consignment in the Civil Code can only be implemented if there has been prior negotiation between the parties so that there is a legal relationship. This can be seen in Articles 1404-1412 of the Civil Code. Article 1404 of the Civil Code states:

If the creditor refuses payment, then the debtor can offer cash payment for what is owed, and if the creditor refuses, entrust the money or goods to the court. Such an offer, followed by safekeeping, frees the debtor and applies to him as

payment, as long as the offer has been made according to law, while what is deposited in this manner remains at the debtor's expense.

Furthermore, Article 1405 of the Civil Code explicitly and clearly states that in order for such an offer to be valid, it is necessary:

- a. that it is done to a debtor or to a person in authority receiving it for him;
- b. that it is carried out by a person who has the power to pay;
- c. that he is regarding all the principal and interest that can be billed, along with fees that have been determined and regarding an amount of money for fees that have not been determined, without reducing the later determination;
- d. that the stipulated time has come, if it is made in the interest of the debtor;
- e. that the conditions under which the debt has been made have been fulfilled;
- f. that payment is made at the place where, according to the agreement, payment must be made, and if there is no special agreement regarding that, to the creditor or the place of residence that he has chosen;
- g. that the offer was made by a notary or a bailiff, both of whom were accompanied by two witnesses.
- h. Article 1407 of the Civil Code states: "the costs incurred for organizing cash payment and safekeeping offers must be borne by the debtor, if the actions have been carried out according to law."

Furthermore, Article 1408 of the Civil Code clearly and unequivocally states that "as long as what is deposited is not taken by the creditor, the debtor can take it back, in which case the debtor and the debtor are not released."

Based on the various explanations above, it can be clearly concluded that:

- a. An offer for cash payment followed by a consignment occurs if, in an agreement, the creditor is not willing to accept the achievements made by the debtor. The creditor's default is called "creditor mora".¹⁴

¹⁴Mariam Darus Badruzaman, Book of Civil Law Book III on the Law of Engagement with Explanations, Bandung, Alumni, 1983, p. 171.

b. The offer is valid when it fulfills the conditions that the debt has been made. This means that the offer is known only when there is a debt-account relationship. It is clear that consignment agencies are limitative.¹⁵

Based on the various explanations that exist, it is clear that the consignment in the Civil Code was born as a result of an agreement between the parties privately. This is clearly different from the consignment which was born from the social function of land as a means of national development. So that consignments related to land acquisition are different from consignments in the Civil Code.

In Article 17 paragraph (2) of Presidential Decree No.55/1993 it is stated that in the case of land, buildings, plants or objects related to land that are jointly owned by several people, while one or several of them cannot be found, then The compensation that is the right of the person who cannot be found is consigned to the local district court by the government agency that needs the land. The consignment known in Presidential Decree No. 55/1993 was only for the purpose of submitting the agreed compensation, but the person concerned was not found.¹⁶

Based on the scope of Presidential Decree No. 55/1993, it is clear that this land acquisition regulation only applies to land acquisition carried out by government agencies for the public interest. Therefore, consignment can only be applied for compensation payments for land acquisition carried out by government agencies for the public interest, provided that there has been an agreement between the two parties who need land and the holders of land rights and the owners of buildings, plants and/or other objects. things on the ground.¹⁷

With regard to land acquisition for public purposes, there is no uniformity of opinion among scholars, both academics and practitioners, regarding whether consignment may be applied in the release or transfer of rights (formerly called land acquisition by Government Agencies), while for land acquisition carried out by the private sector, all scholars agree stated that the consignment could not be applied in resolving compensation disagreements.

The Supreme Court of the Republic of Indonesia also confirmed through its decision Reg. No. 3757 PK/Pdt/1991 dated 6 August 1991 which states that consignment cannot be applied in land acquisition carried out by the

¹⁵Oloan Sitorus, SKH Sinar Indonesia Baru, 6 July 1994, in Oloan Sitorus and Dayat Limbong, Land Acquisition for Public Interest, Yogyakarta, Indonesian Land Policy Partners, 2004, p. 80.

¹⁶Abdulrahman, Land Acquisition for Implementation of Development for Public Interest, Bandung, Citra Aditya Bakti, 1994, p. 66.

¹⁷*Op, Cit*, p. 59.

government. Consignment is only known or regulated in the Civil Code and Presidential Decree No. 55/1993 concerning Land Acquisition for Implementation of Development for Public Interests which have now been declared null and void based on Presidential Regulation Number 36 of 2005 concerning Land Acquisition for Implementation of Development for Public Interests as Amended By Presidential Regulation Number 65 of 2006 concerning Amendments to Presidential Regulation Number 36 of 2005 concerning Land Acquisition for Implementation of Development for Public Interests.

Then on May 21, 2007 the Head of BPN Regulation No. 3/2007 was issued concerning Provisions for the Implementation of Presidential Decree No. 36/2005 which was amended by Presidential Decree No. 65/2006 concerning Amendments to Presidential Decree No. 36/2005. Broadly speaking, the important points in the Head of BPN Regulation No. 3/2007 relating to consignment are that the valuation of land prices by the Land Price Appraisal Team is based on the NJOP or real value by taking into account the current year's NJOP, and can be guided by 6 (six) variables, namely location, land location, land status, land allotment, suitability of land use with RI'RW, facilities and infrastructure, and other factors. Evaluation of the price of buildings and/or plants and/or other objects is carried out by the relevant agency. The results of the assessment are submitted to P2T to be used as a basis for deliberations.

The provisions for deliberation are regulated in Articles 31-38, an agreement is considered to have been reached when 75 percent of the land has been acquired or 75 percent of the owners have agreed on the form and amount of compensation. If deliberations do not reach 75 percent, then 2 (two) possibilities may occur, namely:

1. If the location can be moved, P2T proposes to the government agency that needs land to move the location;
2. If the location cannot be moved (according to the criteria in Article 39), then land acquisition activities will continue. If 25 percent of the owner's land has not agreed on the form and amount of compensation or 25 percent of the land has not been obtained, the P2T will hold another deliberation within 120 calendar days.

It is further explained unequivocally that if the 120-day period passes, then:

For those who have agreed on the form and amount of compensation, the compensation shall be submitted with the Minutes of Compensation Submission or the Minutes of Compensation Offer. For those who still refuse, compensation is entrusted by government agencies at the local District Court (PN) based on the Minutes of Compensation Submission.

Regency/City P2T makes Minutes of the Results of the Implementation of the Deliberation and Determination of the form and/or amount of compensation signed by all members of the P2T, government agencies that need land and the owners. P2T's decision regarding the form and/or amount of compensation is regulated in Articles 40-42. Owners who object to the P2T decision can submit an objection accompanied by reasons to the Regent/Wah Kota/Gub/Minister of Home Affairs within a maximum period of 14 (fourteen) days. A settlement decision on objections is given within a maximum period of 30 (thirty) days. If the owner still objects and the construction site cannot be moved, the Regent/Mayor/Gub/Minister of Home Affairs submits a proposal to revoke land rights according to Act No. 20/1961. With regard to compensation payments,

1. Land rights holders;
2. Nazir for waqf land;
3. Land compensation for HGB/HP given on HGB/HPL land, given to HGB/HPL holders;
4. Compensation for buildings and/or plants and/or objects on HGB/HP land provided on HGB/HPL land is given to the owners of the buildings and/or plants and/or objects.

Compensation in the form of money is given no later than 60 (sixty) days from the date of the decision. For compensation that is not in the form of money, the delivery is carried out within the time period agreed by the parties. Compensation is given in the form of:

1. Money;
2. Replacement land and/or buildings or resettlement;
3. Land and/or buildings and/or other facilities with a value of at least the same as the released waqf assets;
4. *recognize* in the form of building public facilities or other forms that are beneficial to the welfare of the local community (for communal land), or according to the decision of the competent authority for government agency or regional government land.

Custody of compensation for certain reasons (Article 48), namely:

1. The whereabouts of those entitled to compensation are unknown;

2. Land, buildings, plants and/or other objects related to land are being the object of a case in court;
3. Ownership disputes that are still ongoing and have not been resolved;
4. Land, buildings, plants and other objects related to land are being laid down by the authorities;
5. Custody of compensation is carried out by applying for safekeeping to the Chairman of the District Court.

The Perpres and Regulation of the Head of BPN No 3/2007 mention the form of compensation in the form of resettlement, but do not elaborate further. As is known, resettlement is a separate process that requires attention to various matters, including that the selection of a resettlement location must be the result of deliberations with the party to be relocated by involving the recipient community; the transfer location must be equipped with public facilities and infrastructure. These infrastructure and facilities must also be able to be utilized by the local community. Likewise, the Presidential Decree does not mention compensation for non-physical factors in the form of income restoration efforts.

In its development, with Presidential Regulation Number 71 of 2012 Presidential Regulation Number 71 of 2012 jo. Presidential Regulation Number 99 of 2014 jo. Presidential Regulation Number 30 of 2015 jo. Presidential Regulation Number 148 of 2015 consignments are often carried out without prior deliberation with the community. It is at this point that injustice occurs, especially for the community where the determination of the amount of the consignment and the mechanism for implementing the consignment is determined unilaterally by the government.

4. Conclusion

Juridically, the implementation of compensation for land acquisition for PLTU construction in Batang has not been carried out according to the mandate of Pancasila and the 1945 Constitution of the Republic of Indonesia, especially Article 33, this is because compensation for land in the PLTU project does not look at the value of land prices that apply sociologically in society.

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