



## **JLPH:** **Journal of Law, Politic and Humanities**

E-ISSN: 2962-2816  
P-ISSN: 2747-1985<https://dinastires.org/JLPH>    [dinasti.info@gmail.com](mailto:dinasti.info@gmail.com)    +62 811 7404 455DOI: <https://doi.org/10.38035/jlph.v5i2>  
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# **Evidence of Girik Documentation in Land Acquisition Disputes (Study of Tangerang District Court Decision Number 907/Pdt. G/2018/PN Tng)**

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**Abstract:** This study focuses on the main issues including the proof of girik arrangement in land acquisition disputes. The purpose of this study is to determine how the judge's considerations regarding the status of girik arrangement on evidence of land ownership and the process of proving girik in land disputes in the Tangerang District Court Decision Number 907/Pdt. G/2018/PN Tng. The method used in this study uses a normative legal method with a case approach and a statue approach to analyze various appropriate problems. The findings state that the validity of the arrangement of girik C No. 157 plot 96D covering an area of 2980 m<sup>2</sup> in the name of Margawi as proof of land ownership in the Tangerang District Court Decision Number 907/Pdt. G/2018/PN Tng is proven by the history of the land and must go through a land ownership verification process. Initially, girik land was ownership of customary land, so in carrying out girik proof, verification must be carried out by inspection by the local Land Office or the Village Head.

**Keyword:** Girik, Dispute, Land Acquisition.

## **INTRODUCTION**

Land is a gift from God Almighty to the people, nation and state of Indonesia, which must be cultivated, utilized and used as much as possible for the welfare of the people. In addition, land is an important aspect of life that exists on the surface of the earth and is regulated as an object in Agrarian Law. Agrarian law according to Soedikno is "A whole that contains legal rules, both written and unwritten, that discuss agrarian matters". Reviewed through the legal aspect that is directly related to land rights as regulated in Article 4 paragraph (1) of the UUPA. Based on this statement, the meaning of land is clear according to the body of the 1945 Constitution that land in the legal sense is the surface of the earth and it has been agreed that the earth and water and the natural resources contained therein are controlled by the state and used for the greatest prosperity of the people (Article 33 paragraph (3) of the 1945 Constitution).

In community life, the existence of land also has two uses, including as a capital asset and a social asset. In social assets, land is a tool whose existence is binding in community life and

becomes a means of social assets for life (Laksita, Silviana, et al., 2017). The state certainly has its own authority in regulating land ownership. One of its authorities is to regulate the allocation and procurement of land that will provide considerable benefits for the welfare of the community. As in the case of public interest which is used as the construction of toll roads. Toll is one of the infrastructure developments used as a means for the community in the existence of land as a social asset . One of the authorities of the state in regulating land ownership is by regulating the allocation of land procurement for the welfare of the people. As in the case of public interest which is used as the construction of toll roads. Toll is one of the infrastructure developments used as a means for the community in the existence of land as a social asset . In this case, in accordance with Article 10 Letter B of Law Number 2 of 2012, it explains that the Central Government and Regional Governments have the authority to take ownership of land used for the construction of toll roads, because toll roads are part of the public interest.

Land acquisition is an activity to provide land by providing adequate and fair compensation to the entitled party as regulated in Article 1 number (2) of Law Number 2 of 2012. The purpose of land acquisition used as a means of public interest is as a means for implementing development to improve the welfare of the community that guarantees public interests (Isnaeni, 2020). In the land acquisition process, of course, it can change the status of ownership rights. Based on Article 4 of the UUPA, it explains that there are various rights that a person has over land, one of which is land rights (Winanti, 2020). There is often a misunderstanding that girik is basically proof of payment in ancient times, but not as one of the divisions of land rights. Due to this, it is not uncommon for it to often cause differences of opinion among families regarding control/ownership of land, even many cases of land boundary disputes with ownership rights. To prevent or overcome this problem, the government has made a legal regulation that regulates.

In terms of public interest, the need for land used for toll road construction is carried out through a land acquisition process carried out by the government (Arifah, Putri, 2021). The problems faced by the government in implementing development include the problem of providing land for development itself. State land directly controlled by the state is limited or can be said to be almost non-existent. The only way that can be taken is to free land owned by the people, both those controlled by customary law, and other rights attached to it.

As is the case in a land dispute case by one of the families. From the case explained, the land is part of the main route of the Serpong-Balaraja toll road construction. The core of the land dispute is in a piece of land owned by Mrs. Romlah. That because in 1986-1987 there was a village expansion, then at the same time a verification of ownership was carried out which would be used as a determination of Regional Development Contributions which resulted in a reduction in the area of land owned by Mrs. Romlah. The Girik determination was issued in book C Jatake Village No. 157 plot 96D covering an area of 2890 m<sup>2</sup> in the name of Margawi and book C Jatake Village No. 158 plot 96D covering an area of 1405 m<sup>2</sup> in the name of Romlah Binti Patma where in its making it did not involve Mrs. Romlah. It is known that the girik letter was never legalized and signed by the Head of Jatake Village and never confirmed to Mrs. Romlah. Then in early 2018 it was discovered that the 2890 m<sup>2</sup> land object had been claimed and/or recognized as belonging to PT Bumi Serpong Damai Tbk. That in that case Mrs. Romlah felt that she had been disadvantaged because she could no longer occupy, utilize, and/or enjoy the results of her land. Among these things, Mrs. Romlah refused to measure the land and their house that would be affected by the Serpong-Balaraja Toll Road route project. This was because there was one party who claimed the land that Mrs. Romlah owned, so Mrs. Romlah explained that based on the original girik that she held, the land had never been sold to any party. This sign of ownership is not a land certificate and its ownership is not recorded at the land office.

Basically, land is a source of life that greatly influences humans. Between the influence of land and humans currently there are differences in the arrangement of land ownership and control. In relation to this, it certainly creates problems not only land but also overlapping land control. Control in the legal aspect is based on rights and protected by law which of course gives authority to the rights holder to physically control the land owned. However, in reality, physical control is carried out by another party. In this case, the landowner based on his legal control rights has the right to demand that the land in question be physically returned to him. The land dispute issue finally made Mrs. Romlah Binti Patma want to resolve it to the local court to prove its truth by bringing the case to court with case registration number 907 / Pdt. G / 2018 / PN Tng. In this case, the judge's consideration is an important aspect in the realization of a fair court decision and obtaining legal certainty. For this reason, in resolving this case, the judge needs to prove the truth of the evidence that can be used as a consideration in deciding the case (Prasetyo, Aisyiah, et al., 2021).

Based on the description above, the problem that will be discussed in this study is how the judge's considerations regarding the status of girik regulation on evidence of land ownership and the process of proving girik in land disputes in the Tangerang District Court Decision Number 907/Pdt. G/2018/PN Tng.

## **METHOD**

This study uses a normative legal method. This method makes it easier for the Author to find various findings for the purposes of analysis in legal science. To support this research, the Author uses data collection techniques through library research . The problem approach that will be used in this research uses 2 (two) approaches, namely the case study approach and the statute approach which are carried out by considering all laws and regulations and legal issues related to the research. The legal materials used in this study are:

- a) Law Number 5 of 1960 concerning Basic Agrarian Principles;
- b) Law Number 2 of 2012 concerning Land Management for Public Interest;
- c) Government Regulation Number 24 of 1997 concerning Land Registration;
- d) Government Regulation Number 39 of 2023 concerning Amendments to Government Regulation Number 19 of 2021 concerning the Implementation of Land Acquisition for Development in the Public Interest;
- e) Decision of the Tangerang District Court Number 907/Pdt. G/2018/PN Tng;
- f) Several published journals, books, and other sources.

## **RESULTS AND DISCUSSION**

### **Position Case**

In the Decision of the Tangerang District Court Case Number 907/Pdt. G/2018/PN Tng, the object of the dispute is 1 (one) plot of land owned by the Plaintiff, it is recorded that Romlah Binti Patmah is named as the Plaintiff against Kiyah Mariah Binti Margawi as Defendant I; Masiah Binti Margawi as Defendant II; Halimah Binti Margawi as Defendant III; Jatake Village Government as Defendant IV; Kadusirung Village Government as Defendant V; PT. Bumi Serpong Damai as Defendant VI; Tangerang Regency Land Office as Co-Defendant I in the land acquisition dispute case with the object of the land dispute with proof of ownership using the girik number letter C No. 1704 / 427 Plot Number: 96D Area 5240 m2 as registered in the Regional Development Contribution Determination Book (LETTER C) namely No. 007826 dated December 11, 1975 obtained by the Plaintiff from the late Mr. Arsen as the Plaintiff's parent as a hereditary inheritance that has been controlled since the 1960s located in Kp. Jatake; Jatake Village, Pagedangan District, Tangerang Regency; formerly Kadusirung Village; Curug District; Legok District; Tangerang Regency; Banten Residency; West Java Province; with the following boundaries:

North: Land belonging to Jaya, land belonging to Atang Artana

South: Land belonging to Mad Soleh, land belonging to Suraya

East: Land owned by Aming

West: Land belonging to Hasan, land belonging to Amat

That because in 1986-1987 there was a village expansion, then at the same time a verification of ownership was carried out which would be used as the determination of Regional Development Contributions which resulted in a reduction in the area of land owned by Mrs. Romlah. The Girik determination was issued in book C of Jatake Village No. 157 plot 96D covering an area of 2890 m<sup>2</sup> in the name of Margawi and book C of Jatake Village No. 158 plot 96D covering an area of 1405 m<sup>2</sup> in the name of Romlah Binti Patma where in its making it did not involve Mrs. Romlah. That in early 2018 the land object covering an area of 2890 m<sup>2</sup> located in Kp Jatake RT.004/RW.002 Jatake Village, Pagedangan District, Tangerang Regency, Banten Province was known by the Plaintiff to have been claimed and/or recognized as belonging to Defendant VI. The Plaintiff was very surprised and shocked, because during his life the Plaintiff had never sold, mortgaged, guaranteed, transferred the land to anyone including Defendant VI. In this case, the Plaintiff feels that he has been harmed because he can no longer occupy, utilize and/or enjoy the results of the Plaintiff's land which has been registered under the name of Margawi, namely C No. 157, plot 96D, with an area of 2890 m<sup>2</sup>, so that legally the Defendants have committed an Unlawful Act (PMH) which is very detrimental to the Plaintiff. For this reason, the Plaintiff brought this case to court to prove the truth.

### **Judge's considerations regarding the status of girik regulation on evidence of land ownership in Tangerang District Court Decision Number 907/Pdt. G/2018/PN Tng**

The judicial power is a body that in carrying out its duties provides arguments that will be used as a basis for the consideration of the panel of judges in a decision. In a decision, the judge must consider all aspects related to the legal, sociological, philosophical aspects so that they can be accounted for. The judge's considerations in the dispute between the parties in the principle of a civil court decision must have a winning and losing party. For this reason, the judge must be able to consider all aspects of both the plaintiff and the defendant so that when the judge makes a decision, no party is harmed (Dewanto, 2020).

In the provisions of judicial power, a judge's consideration is an opinion that includes thoughts in making a decision by looking at things that can mitigate or burden the perpetrator. Therefore, every judge is required to submit a written opinion on the case being examined to become an inseparable part of the decision (Ramadhan, Saputra, et al., 2023). A judge in deciding a case must be based on considerations that do not deviate from the rules of law, this provision is called legal reasoning. In compiling legal reasoning, judges must be arranged systematically with good and correct Indonesian so that they become appropriate legal considerations. The contents of legal considerations include facts of events, legal facts, the application of appropriate regulations, legal theories and other aspects related to the case. In addition, judges can actually find legal discoveries from appropriate interpretation methods as argumentative material that becomes the legal basis for decisions.

Reviewed through the Tangerang District Court Decision file Number 907/Pdt. G/2018/PN Tng. Then the judge considered the answers and exceptions from the Defendants with the facts of the trial of this case, namely:

1. Determination of Girik C No. 157 plot 96D with an area of 2980 m<sup>2</sup> in the name of Margawi

That the determination of Girik C.No.157 plot 96D with an area of 2980 m<sup>2</sup> in the name of Margawi by Defendant IV and Defendant V is a State Administrative Decision that is concrete, individual and final. Based on the provisions of Law No.51 of 2009 concerning the Second

Amendment to Law Number 5 of 1986 concerning State Administrative Courts, State Administrative Decisions that are concrete, individual and final cannot be challenged in the District Court because there is already a forum to examine and try the State Administrative Decision, namely the State Administrative Court. Therefore, the Decision of Defendant IV and Defendant V as State Administrative Officials who have issued Girik C No.157 plot 96D with an area of 2980 m<sup>2</sup> in the name of Margawi where the decision is concrete, individual and final, cannot be appealed to another court. In addition, de facto and de jure the late Margawi controlled and owned the land with evidence of Girik C No. 157 plots 96D with an area of 2980 m<sup>2</sup> in the name of Margawi, which was controlled and owned by the late Margawi long before the expansion of the Kadusirung Village area. That the making and issuance of girik C No. 157 plots 96D with an area of 2980 m<sup>2</sup> in the name of Margawi is in accordance with the results of the Government's verification related to land ownership which is adjusted to the facts. So it can be proven that the issuance of girik C No. 157 plots 96D with an area of 2980 m<sup>2</sup> in the name of Margawi is in accordance with applicable laws and regulations.

## 2. Plaintiff's Lawsuit Lacks Parties

That based on evidence TI.II.III-3 in the form of Certificate of Heir No. 873.4/28-DSJTK dated July 18, 2018, evidence TII.I 9 to 17 in the form of the Resident's Identity Card of Margawi's heirs, this explains that there are still heirs of Margawi as Defendants I, II, III which are connected to the statements of witnesses both submitted by the Plaintiff (Witnesses Djalim and Jamaih) and witnesses submitted by the Defendants (witnesses H. Sukria Endung and witness Suherman) who stated that Margawi has 5 (five) children, namely: Kyah Mariah Binti Margawi, Masiah Binti Margawi, Halimah Binti Margawi, Memen Bin Margawi Naning Als Diong, where Memen and Naning have passed away but both of these people also have heirs, namely:

- Nuryadi Bin Memen
- Siti Mariyam, the daughter of Memen
- Siti Patimah AlsMamah Binti Memen
- Sodikin Bin Naning
- Supriadi alias Ucup bin Naning
- Sanudin Bin Jakaria (Heirs of Mardiah Binti Margawi)
- Sahuri alias Suhendro bin Jakaria (heir of Mardiah binti Margawi)

That based on the local Examination Minutes on July 16, 2019 conducted by the judge in the presence of the Plaintiff and Defendants and witnesses, where the Margawi lands are now mostly owned by Defendant VI and on the land in question there is also land belonging to Kiyah Binti Margawi measuring 300 m<sup>2</sup> on which a building has stood since 1963 without interference from any party, besides that on the land there is also land/buildings owned by Sawinah which was purchased from Margawi and land/buildings owned by Nana which was purchased from Romlah.

That based on the information in the trial facts, there are reasons that the Plaintiff's lawsuit cannot be accepted. This is because the other heirs of the late Margawi were not included as Defendants in this case. So it can be ascertained that the Plaintiff's lawsuit lacks parties so that it is declared unacceptable.

## 3. Plaintiff's Lawsuit Obscure (Obscure Libel)

That what is meant by obscure libel in a lawsuit is where the lawsuit letter that is made does not clearly explain the posita and petitum or the formulation of the lawsuit is not clear so that it does not fulfill the formal requirements as regulated in Article 8 Rv (Reglement op de Burgerlijke Rechtsvordering) which reads:

"The main points of the lawsuit must be accompanied by a clear and certain conclusion (een duidelijken bepalde conclusie)"

That in the case, the Plaintiff stated that the Plaintiff is the legal owner of a plot of land measuring 5,240 m<sup>2</sup> obtained from Mr. Arsen as the Plaintiff's parent as a hereditary inheritance. However, when the judge studied the petitum and the description of the Plaintiff's posita that the Plaintiff claimed to have land measuring 5240 m<sup>2</sup>, however, the Plaintiff only sued for the land listed in Girik C157 Persil 96D measuring 2890 m<sup>2</sup> in the name of the late Margawi, while in the posita of the Plaintiff's lawsuit in point 10, it states that Defendant IV and Defendant V have unlawfully divided the Plaintiff's land into 2 parts as per book C of Jatake village, namely in the name of Margawi C No.157 Persil 9D measuring 289 m<sup>2</sup> and C No. 158 Plot 96D with an area of 1405 m<sup>2</sup> in the name of Romlah is legally flawed so that there is still an excess of land measuring 945 m<sup>2</sup> which the Plaintiff has not stated who owns the land.

That based on the description above, according to the judge, in connection with the results of the local inspection on July 16, 2019, there was overlapping ownership so that according to the judge, the Plaintiff's lawsuit was unclear and vague. The problem of overlapping ownership causes a claim to land owned by someone (Utomo, 2023). Likewise, in her lawsuit, the Plaintiff's identity is stated as Romlah Binti Patmah, in this case the meaning of Romlah Binti Patmah is Fatimah is the Plaintiff's father, while in her description/posita of the Plaintiff's lawsuit, it states that the 5240 m<sup>2</sup> land was obtained by the Plaintiff from the late Mr. Arsen as the Plaintiff's parent so that according to the Panel there is confusion regarding both the identity and origin of the land which results in the Plaintiff's lawsuit being unclear.

#### 4. Plaintiff's Lawsuit Expired

That in his lawsuit the Plaintiff explains that he is the owner of 5240 m<sup>2</sup> of land which he has owned since the 1960s through inheritance from the Plaintiff's parents;

That based on the provisions of Article 1967 of the Civil Code, it states: "all legal claims, whether material or personal, are extinguished due to the lapse of time, with the lapse of thirty years, while the person who points to the lapse of time does not need to show a legal basis and against him, no objection can be filed based on bad faith."

That based on the Jurisprudence of the Supreme Court of the Republic of Indonesia No. 408 K/Sip/1973 dated September 9, 1975 "For more than 30 years, the Plaintiff has been silent and allowed the disputed land to be controlled and cultivated by the Defendant, then the Plaintiff's children as heirs demanded rights to the land, so this claim is very out of time (rechtsverwerking)".

That based on the evidence submitted by the Plaintiff and the Defendants connected with the statements of witnesses, both Plaintiff and Defendant witnesses, there is a factual conformity that the process of the expansion of Kadusirung village occurred in 1986-1987 where as a result of the regional expansion policy, the C girik book of Jatake village C 157 Plot 96D covering an area of 2890 m<sup>2</sup> was issued in the name of Margawi and C No. 158 Plot 96 D covering an area of 1405 m<sup>2</sup> in the name of Romlah which was issued in 1986-1987 which until this lawsuit was filed had been issued for 31 years. For that reason, the Judge is of the opinion that the Plaintiff's lawsuit is declared unacceptable (Niet onvankelijk verklaard). Therefore, the Plaintiff's lawsuit is declared unacceptable so that the Plaintiff is on the losing side.

Based on the explanation of the legal considerations, that in a court decision, legal defects are known as formal defects. Formal defects related to the decision cause the lawsuit to be unacceptable or niet onvankelijk verklaard (Wahyuni, 2022). Quoted in one of the Civil Procedure Law books, according to M. Yahya Harahap there are 4 (four) types of formal defects in a lawsuit, namely:

- 1) A lawsuit that has been signed by a proxy through a power of attorney that does not meet the requirements under Article 123 paragraph (1) HIR;
- 2) Lawsuits that are not based on legal basis;
- 3) error in persona lawsuit in the form of disqualification (plurium litis consortium)

4) A lawsuit that violates jurisdiction.

In this case, the evidence regarding the arrangement of girik C No. 157 plot 96D with an area of 2980 m<sup>2</sup> in the name of Margawi which was used as the object of the land dispute was a determination from the state administrative official issued by Defendant IV (Jatake Village Government) and Defendant V (Kadusirung Village Government). The determination was concrete, individual, and final. The meaning of each of these characteristics is, concrete, namely the determination refers to a specific case; individual, namely the determination is addressed to a specific party in the case; final, namely the determination is final and cannot be appealed to another court. This causes that the determination ratified by the state administrative official cannot be changed and is absolute. In addition, in the trial facts the judge found several facts as described, namely the plaintiff's lawsuit lacks parties; the plaintiff's lawsuit is unclear; and the plaintiff's lawsuit has expired. These facts are real evidence that strengthens that in this lawsuit, the Plaintiff cannot strengthen the arguments of his lawsuit. Therefore, based on the description, it is stated that the arrangement of girik C No. 157 plot 96D with an area of 2980 m<sup>2</sup> in the name of Margawi is valid as proof of land ownership in the Decision of the Tangerang District Court Number 907/Pdt. G/2018/PN Tng.

### **The process of proving girik in land disputes according to the Decision of the Tangerang District Court Number 907/Pdt. G/2018/PN Tng**

The process of proof in a case is part of the judge's decision. Therefore, the judge must consider all aspects that can be accounted for, so that the justice manifested in the judge's decision leads to legal justice, social justice, and moral justice (Mulyadi, 2006). In a civil case, the parties are required to prove. The parties are ordered by the judge to provide statements about the testimony in the case to submit evidence. This provision can be concluded that the judge is the one who burdens the parties with proof (bewijslast, burden of proof). There are consequences if one party cannot prove the truth, then he must be defeated (Mertokusumo, 1984). Article 1865 of the Civil Code and Article 163 HIR / Article 183 Rbg state that what is proven in court is facts or events. This proof is based on the principle of *actori incumbit probatia*. If the incident has been proven and strengthened by the appropriate basic rules, then the judge will apply the appropriate law to the facts. In this case, the judge makes a grouping between the application of the law and the existing facts (Butarbutar, 2010).

Evidence of girik ownership is generally in the form of control of a right to land in the village as valid evidence of payment of land tax as evidenced by a Land Certificate (SKT) (Harsono, 2008). Before the UUPA, the position of girik was still recognized as proof of ownership of land rights. However, after the enactment of Government Regulation Number 24 of 1997 concerning Land Registration, only the land rights certificate was recognized as proof of ownership of land rights. Not only that, in accordance with the Decision of the Supreme Court of the Republic of Indonesia Number. 34/K/SIP/1960, it has been stated that a girik letter is not proof of land rights.

Until now, many people still misunderstand land ownership rights with girik evidence. Generally, people think that girik is a valid proof of land rights. Therefore, currently, developments regarding girik as valid proof of ownership are still developing. Many people misunderstand until they have to be taken to court. Initially, proof of land ownership in the form of girik was evidence used as an initial step to register land. These lands generally come from land that is subject to customary law. Ownership with girik evidence is proof of ownership of land that has not been converted into certain rights such as Ownership Rights, Building Use Rights, Usage Rights, Cultivation Use Rights and has not been registered with the Local Land Office in order to obtain valid proof of ownership, namely the Ownership Rights Certificate. During the land registration process, the use of girik is the basic evidence for issuing land certificates. However, in reality, the area of land recorded in the girik sometimes does not match

the conditions at the land location. To prove its truth, based on applicable procedures, there are verification activities that function as an effort to prove that the land is appropriate and has never been certified by any party in the local sub-district. This verification must be measured at the land location and the party authorized to measure is the local Land Office. With this verification, no party may file an objection regarding the ownership of the land to be certified. In addition, when the area of land in the girik and its reality are appropriate, the local Village Head must issue a statement as validation. If these requirements are met, the certification process can be completed in approximately 6 (six) months to 1 (one) year. In addition, ownership with girik proof when registering a certificate of ownership must be supported by several pieces of evidence that can strengthen both the testimony of the parties and other written evidence owned by the owner.

As with the proof of girik in the Decision of the Tangerang District Court Number 907/Pdt. G/2018/PN Tng. In the decision, it is explained in Regarding the Status of the Case, point 15 explains that in this case the Plaintiff has been harmed because he can no longer occupy, utilize and/or enjoy the results of the a quo land owned by the Plaintiff which has been registered in the name of Margawi, namely C No. 157, plot 96D with an area of 2890 m<sup>2</sup>, so that it is legally justified that the Defendants have committed an Unlawful Act as regulated in Article 1365 of the Civil Code which reads in full as follows: "every act that violates the law and causes loss to another person, requires the person whose fault causes the loss to replace the loss." So it is appropriate to be punished to pay material compensation.

However, after going through the trial facts, the judge learned several facts that explained that in fact the making and issuance of Girik C No. 157 plot 96D covering an area of 2890 m<sup>2</sup> in the name of Margawi was not legally flawed because it was made and issued based on the results of government verification (examination) (Defendant IV and Defendant V) which were adjusted to the facts in the field. In addition, the issuance of Girik C No. 157 plot 96D covering an area of 2890 m<sup>2</sup> in the name of Margawi was in accordance with applicable legal provisions, namely, among others, verification of land ownership by Defendant IV and Defendant V as heads of Jatake and Kadusirung Villages, both legally and factually. So it is sufficient based on the Plaintiff's lawsuit being rejected in its entirety, which was stated to have committed an unlawful act, becoming irrelevant and baseless because the Plaintiff's arguments were illogical, unsynchronized, not in accordance with the facts, and had no legal basis.

In addition, Defendant VI, namely PT. Bumi Serpong Damai, is considered to have been legally the owner of the land because there are trial facts stating that Defendant VI has previously explained through his letter Number 112/TET-SS/VI/2018 dated June 4, 2018 regarding the response to the summons to the Plaintiff, that Defendant VI has received a release of land rights located in Kp. Jatake, Jatake Village, Pagedangan District, Tangerang Regency with an area of 2,890 m<sup>2</sup> from several previous landowners and has controlled the land since it was purchased continuously until now and there has never been any objection from the Plaintiff or other parties. The appropriate release of rights statement is based on the Release of Land Rights Statement for Private Interests (SPH) No.593/142-Kec.Pgd; No.593/145-Kec.Pgd; No.593/164-Kec.Pgd; No.593/166-Kec.Pgd; No.593/4-Kec.Pgd; No.593/431-Kec.Pgd; No.593/119-Kec.Pgd, attached evidence of the history of the transfer of rights was carried out in accordance with the procedures and provisions of applicable law and all were carried out before the authorized officials in this case the Head of Pagedangan District and PPAT, so that Defendant VI is a buyer in good faith and buyers in good faith must be protected, as per the Jurisprudence of the Supreme Court of the Republic of Indonesia in Decision No.521 K/Sip/1958 dated December 26, 1958 and Decision No. 1237 K/Sip/1973 dated April 15, 1976 whose legal principle reads: "Buyers in good faith must be protected and the sale and purchase in question must be considered valid".



Since it has been considered legitimate, then the buyer in good faith in this case Defendant VI is the last owner who has controlled a piece of land continuously since it was purchased until now, therefore Defendant VI must receive legal protection. Legal protection for buyers in good faith as per the Supreme Court Jurisprudence above is strengthened and in line with the Circular of the Supreme Court No. 7 of 2012 Concerning the Legal Formulation of the Results of the Plenary Meeting of the Supreme Court Chamber as a Guideline for the Implementation of Duties for the Court, where in the Results of the Civil Chamber Meeting, the General Civil Sub-Chamber in point IX is formulated as follows:

"Protection must be given to buyers who have good intentions even if it is later discovered that the seller is a person who is not entitled (to the object of the land sale and purchase)."

Before the UUPA came into effect, regarding the control of land rights was determined with conditions based on the principles of humanity and humanity, these rights are in accordance with the Civil Code and customary law (Parlindungan, 1997). As for the land registration process based on the Government Regulation that has been set, namely the registration process with the issuance of a land certificate and for the transfer or transfer of rights must be recorded in the land certificate. Quoted according to one figure, namely Maria S. W Sumardjono, the existence of the Government Regulation regarding land registration comes from the concept of *rechtverwerking* which provides an emphasis for 2 (two) parties, namely for certificate holders with the consequence of more than a time limit of 5 (five) years there is no objection from other parties, then free from other parties who want to take ownership of the land. Then for the second party, namely the party holding the land rights. The party is obliged to physically control the ownership of the land object by carrying out registration in accordance with the aim of avoiding duplicate certificates by other parties.

It can be concluded that with the existence of *girik*, to obtain valid proof of ownership, it must be supported by other evidence used as a guide, either written evidence or witnesses. Initially, *girik* land was ownership of customary land, so the land object must be verified by inspection by the local Land Office or the Village Head. In this case, it is right that PT. Bumi Serpong Damai is legally the last owner who controls the land because in the applicable provisions, a person or other party who wants to get a transfer of rights by purchasing the land object must be in front of a PPAT and must meet the requirements as a holder of ownership rights. It is better if the process of transferring ownership rights must be in accordance with applicable provisions such as making a rights application according to the designation of the land.

## CONCLUSION

Several facts were found as described, namely the Determination of *Girik* C No. 157 plot 96D covering an area of 2980 m<sup>2</sup> in the name of Margawi is a State Administrative Decision that is concrete, individual and final; the plaintiff's lawsuit lacks parties; the plaintiff's lawsuit is unclear; and the plaintiff's lawsuit has expired. These facts are real evidence that strengthens that in this lawsuit, the Plaintiff cannot strengthen the arguments of his lawsuit. Therefore, the proof of the issuance of *Girik* C No. 157 plot 96D covering an area of 2980 m<sup>2</sup> in the name of Margawi is valid and has complied with applicable laws and regulations. Regarding the process of proving *Girik* in land disputes, the use of *Girik* is basic evidence for the issuance of land certificates. This proof must be measured at the land location and the authorized party to measure is the local Land Office. In addition, ownership with proof of *Girik* when registering a certificate of ownership must be supported by several pieces of evidence that can be strengthened both from the testimony of the parties and other written evidence owned by the owner. In this case, the making and issuance of *Girik* C No.157 plot 96D covering an area of 2890 m<sup>2</sup> in the name of Margawi is not legally flawed because it was made and issued based on the results of government verification (examination) (Defendant IV and Defendant V) which were adjusted to the facts in the field. Proof of legal ownership of land is by issuing a land title

certificate. For this reason, the parties must immediately register the land title certificate which aims to provide legal certainty for the parties who have rights to ownership of their land. Evidence through the land title certificate is what has been recognized in Indonesia since the land registration system came into effect (Takiyyah, Winanti 2020).

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