Vol. 18 No. 4 March 2023 **YURISDIKSI**
Jurnal Wacana Hukum dan Sains
Universitas Merdeka Surabaya

ISSN print 2086-6852 and ISSN Online 2598-

Juridical Analysis For Mediationland Dispute Resolution

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Article History: Received: December 20, 2022; Accepted: March 25, 2023

ABSTRACT

This study aims to find out whether the results of mediation can be accepted as a settlement step and what are the legal consequences of the results of this mediation. The research method used is empirical juridical, namely by comparing legal facts with the theoretical basis of law and applicable legislation. Based on the results of the research, the following results were obtained: 1) As a mediator function, based on Permenag Number 11 of 2016 concerning Settlement of Land Cases, ATR/BPN can resolve land ownership disputes through mediation, only for disputes that do not involve ministries, the results of mediation are taken from dispute resolution can be considered final and binding, and to have legal force, a peace deed is better madein front notary official and afterwards the deed is registered with the District Court; and 2) the legal consequences of the mediation results that have been registered with the District Court are the legal basis for the Head of the local ATR/BPN Office to change or repair the disputed land certificate as an effort to provide protection and legal certainty.

Keywords: Land disputes, Alternative land dispute resolution, mediation by ATR/BPN

1. INTRODUCTION

The emergence of cases of land disputes in Indonesia in recent times seems to re-emphasize the fact that during 62 years of Indonesia's independence, the state has still not been able to guarantee land rights to its people. Law Number 5 of 1960 concerning the Basic Agrarian Law (UUPA) was only limited to marking the start of the era of banı land ownership which was initially communal in nature but developed into individual ownership.

The root of land conflict is a fundamental factor that causes land conflict. It is important to identify and inventory the roots of land conflicts in order to find a solution or the form of settlement that will be carried out. In outline, the root causes of land conflicts can be caused by the following: (1) conflicts of interest, namely the existence of competing interests; (2) structural conflict; (3) value conflict; (4) relationship conflict; (5) data conflict. Tiny legal disputes regarding land stem from complaints from one party (person/entity) which contain objections and demands for land rights, both regarding land status or priority of ownership, in the hope of obtaining an administrative settlement in accordance with laws and regulations. Broadly speaking, land problems are classified as follows: (1) problems of people cultivating land in plantation areas, forestry, abandoned housing projects and others; (2) the problem of violation of land reform

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provisions; (3) excess provision of land for development purposes; (4) civil disputes related to land; and (5) customary law community customary rights (Sabowo, 2020).

A land dispute is a process of interaction between two or more people or groups to fight for the interests of the same object, namely land and other objects related to land, for example water, plants, mines and air which are on the boundary of the land (Susilaningsih, 2018). The emergence of cases of land disputes is inseparable from the context of government policies which are often ad hoc, inconsistent and ambivalent between one policy and another, resulting in overlapping agrarian law structures. As has been stated that land cases are land disputes, conflicts and cases that are submitted to the National Land Agency of the Republic of Indonesia to get settlement handling in accordance with statutory provisions and/or national land policies. So based on Regulation of the Head of ATR/BPN RI No 3 of 2011, the Indonesian National Land Agency carries out the Management of the Assessment and Handling of Land Cases. In the Regulation of the Head of ATR/BPN RI, land cases include land disputes, land conflicts, and land cases.

Settlement of land disputes (or civil disputes in general) is possible to use two channels, namely settlement through litigation (court) and non-litigation (outside court) (Salim, 2008). Although, the Basic Agrarian Law (UUPA) does not mention how the land dispute resolution mechanism is at all, except for the criminal provisions in Chapter III Article 57 paragraph (1) of the UUPA which states that the criminal threat for violating Article 15 of the UUPA is forever 3 (three)) month or a maximum fine of IDR 10,000 (ten thousand rupiah). Furthermore, Article 57 paragraph (2) of the UUPA states that the Government Regulations and laws and regulations referred to in Articles 19, 22, 24, 26 paragraphs (l), 46, 47, 48, 49 paragraphs and 50 paragraphs (2) of the UUPA carry criminal penalties. imprisonment for a maximum of 3 (three) months and/or a maximum fine of Rp. 10,000 (ten thousand rupiah). The interpretation of these articles, which include the existence of a criminal threat, then if there is a land dispute the agreed settlement is through the courts.

Based on the analysis of the origin of the dispute and the classification of the root causes as mentioned above, the factors causing land disputes can be classified as follows:

1. Legal factors

   a. Overlapping regulations

   Implementing rules and*a special law* of the UUPA (for example: the Forestry Law, the Basic Mining Law, the Transmigration Law and others) do not place the UUPA as the main rule but place it as an equal legal rule so that the vision, mission and objectives of the UUPA cannot be properly accommodated.

   b. Judicial overlap

ISSN print 2086-6852 and ISSN Online 2598-

For matters of land disputes, the courts that can be taken are general courts (criminal and civil) and State Administrative courts, where one court decision requires another court decision.

2. Non-legal factors

a. Overlapping of physical tenure and land use

The incongruity between population and land growth has resulted in struggles and conflicts of interest over the use of land (eg agricultural land is made into housing).

b. The economic value of land is increasing.

c. Public knowledge is getting higher.

d. Economic differences.

The lack of clarity on the direction for settling land disputes in the UUPA and other legal regulations has resulted in disappointment among the people who seek justice so that a statement arises to make a special court of land disputes so that the decisions taken can be*in force* and bind. Because so far the settlement of land disputes through litigation is laden with procedural aspects rather than substantial aspects, resulting in decisions being made based on administration and not touching on the principle of justice.Reflecting on land disputes in Indramayu Regency and how their resolution is linked to a sense of justice, in this study the researchers conducted a study entitled "Juridical Analysis Of Mediation As An Alternative To Land Dispute Settlement By ATR/BPN (Case study of land dispute resolution in Indramayu Regency)" .

2. RESEARCH METHODS

This study uses a juridical-normative method with a conceptual and case approach. This study juxtaposes legal regulations on mediation with legal facts in the form of mediation minutes of land boundary disputes that occurred in Karangmalang Village, Indramayu District.

3. RESULTS AND DISCUSSION

Previous research

Previous research has been conducted by Tubagus Muhammad Sulaiman, S.H,, M.Kn. entitled Mediate Settlement of Land Boundary Disputes In Karangmalang Village, Indramayu District By The Indramayu Land Office. The research concluded that the implementation of mediation results for dispute resolution in the form of repairs to land certificates by the local ATR/BPN office and the absence of implementing provisions for mediation as a settlement of land disputes by the ATR/BPN office.

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In this study, the researcher raised the theme Juridic Analysis Of Mediation For Land Dispute Settlement, where the purpose of this research is about mediation efforts and the results of whether they can be accepted as a basis for changing certificates when faced with applicable legal regulations and what are the legal consequences of carrying out the mediation results by each party and the ATR/BPN office.

Land Certificate As The Strongest Evidence

In Indonesia, a certificate is a juridical instrument as proof of ownership of land rights issued by a state institution, in this case the government. land certificate is a letter of proof of title as referred to in Article 19 paragraph (2) letter c of the BAL for land rights, management rights, waqf land, ownership rights to flats and mortgage rights, each of which has been recorded in a registered land book (B. Harsono, 2008).

A land certificate is a certificate of land evidence which is valid as a strong means of proof regarding the physical data and juridical data containedin it, as long as the physical data and juridical data are in accordance with the data contained in the measurement certificate and land book concerned. The meaning of a land certificate is a formal document that is used as a sign and or juridical instrument as evidence of land ownership rights issued by the ATR/BPN RI as a state institution/institution designated and authorized by the state to issue it. A certificate as a sign and or at the same time as evidence of land ownership rights is a legal product issued by the ATR/BPN RI which contains physical and juridical data.

This means, as long as it cannot be proven otherwise, the physical data and juridical data contained therein must be accepted as correct data, both in carrying out daily legal actions and in litigation in court (Sumarja, 2018). Certificates (land rights) are legal products issued by the ATR/BPN RI which are used as evidence and a means of proving the rights of a person or legal entity (private or public) having rights over a plot of land

Land Tenure Rights under National Law

The right to control over land is a legal relationship that gives authority to do something to a legal subject (person or entity) against the object of punishment, namely the land under his control. The definitions of "mastery" and "control" can be used in a physical sense, as well as in a juridical sense, as well as in civil and public aspects (Apriani, 2017). Mastery in a juridical sense is control based on rights, which is protected by law and generally gives authority to the right holder to physically control the land being claimed, for example the land owner uses or takes advantage of the land being claimed, not to hand it over to another party. As for juridical control, even though it gives the authority to control land that is physically claimed, in reality the physical control is carried out by other parties. For example, a person who owns land does not use his own land but

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leases it to another party, in this case the land is legally owned by the land owner, but physically it is carried out by the land tenant. There is also juridical control which does not give authority to physically control the land in question. For example, a creditor (bank) holding a guarantee over land has juridical tenure over the land that is used as collateral), but physically the land ownership remains with the holder of land rights. Juridical and physical control over land is used in the private aspect, while juridical control with a public aspect, namely land control as stated in Article 33 paragraph (3) of the 1945 Constitution and Article 2 of the UUPA (Zainuddin, 2021).

After the issuance of the UUPA, many changes have occurred in terms of land rights. One of them is the conversion of land rights by the government. The converted land rights are not only land rights originating in western civil law but also land rights known in customary law such as ganggam bauntuak, bengkok, gogolan and so on. These rights were converted, because they were not in accordance with the soul of the National Agrarian Law, namely because of their feudal nature. There are still many people who do not understand about the conversion of land rights, this causes various problems in the community.

Based on the BAL, the types of land tenure rights are divided into:

1. Property Rights

Property rights are rights that are hereditary, strongest and fulfilled. Hereditary means that rights can be inherited without changing the position/degree of powerright; strongest means (a) the period of ownership is unlimited and (b) the right is registered and proof of said right is provided; fulfilled means (a) gives authority to the most extensive owner, (b) is the parent of other property rights, (c) is not parented to other things and (d) seen from its designation is unlimited.

Whereas by nature, the right to vote is distinguished from other land rights where the granting of this character does not mean that the right is an absolute, unlimited and inviolable right, this nature is very much contrary to the nature of customary law and the social function of each right. The words strongest and fulfilled are only intended to differentiate from usufructuary rights, building use rights, usufructuary rights and others, to show that among the existing land rights, property rights are the most powerful and fulfilled (Juliandi & Muda, 2018). The nature and characteristics of property rights are: (a) belonging to rights that must be registered according to Government Regulation No. 24/1997; (b) can be inherited; (c) transferable; (d) hereditary; (e) can be released for social purposes; (f) can be used as the parent of other rights; (g) can be used as collateral for a debt burdened with a mortgage right.

Those who can have this right are: (1) individuals, namely Indonesian citizens and do not have dual citizenship (Article 9, 20 paragraph (1) of the UUPA); (2) Certain legal entities, namely

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banks established by the state, agricultural cooperatives, religious bodies and social organizations (Article 21 paragraph (2) UUPA). While the acquisition of this right can be through:

- Customary law, due to clearing of forests and emergence of tongues of land;
- Determination of the government, due to the application and increase in rights;
- Due to the Law due to the conversion of Articles I, II and IV.

The elimination of property rights based on Article 27 of the UUPA is:

1. The land belongs to the state, because:
   a. Due to revocation of rights (Article 18 UUPA);
   b. Released voluntarily by the owner;
   c. Revoked in the public interest;
   d. The land is abandoned;
   e. The subject does not meet the legal requirements as an owner;
   f. The transfer of rights does not meet the legal requirements.
2. The land is destroyed, for example due to a landslide.

2. Cultivation Rights (HGU)

Provisions regarding HGU are formulated in PP No. 40 of 1996 concerning Cultivation Rights, Building Use Rights and Land Rights, where the definition of HGU is the right to cultivate land directly controlled by the state within a certain period of time for agricultural, plantation, fishery or livestock business activities (Article 28 paragraph (1) PP No. 40 of 1996).

Those who can own HGU based on Article 30 UUPA jo. Article 2 PP No. 40 of 1996 are:

a. Indonesian citizens
b. Legal entity established according to Indonesian law and domiciled in Indonesia

The HGU land area is for individuals a minimum of 5 Ha and a maximum of 25 Ha. Meanwhile, for legal entities, the minimum area is 5 hectares and the maximum area is 25 hectares or more (according to the BAL). Provisions for the maximum area are not clearly defined but PP No. 40/1996 states that the maximum area is determined by the minister by taking into account the considerations of the competent authority. By comparing the authority of the Decree on the Granting of Rights, such as the authority of the Head of ATR/BPN City/Regency for a maximum of 25 Ha, the Kanwil ATR/BPN for a maximum of 200 Ha, above 200 Ha is the authority of the Minister of Agrarian Affairs/Head of ATR/BPN.

The HGU period for the first time is a maximum of 35 years and can be extended for a maximum period of 25 years (Article 29 UUPA). Meanwhile, according to Article 8 PP No.

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40/1996 stipulates that the HGU period for the first time is 35 years, extended for a maximum of 25 years and can be renewed for a maximum of 35 years. Application for extension and renewal is submitted no later than 2 years before the expiration of the period.

The nature and characteristics of HGU are: (a) rights that must be registered; (b) can be inherited; (c) transferable; (d) can be released for social purposes; (e) can be used as collateral with encumbrance rights; (f) has a time period; (g) can be based on other land rights; (h) the designation is limited. While the elimination of HGU can occur: (a) the period ends; (b) terminated prematurely due to unfulfilled conditions; (c) voluntarily released; (d) revoked in the public interest; (e) neglected; (f) the land is destroyed; (g) HGU holders do not meet the requirements.

3. Right to Use

The definition of Right to Use is the right to use and or collect produce from land controlled by the state or land belonging to another person who gives the authority and obligations specified in the decision to grant the right or in an agreement with the owner of the land, which is not a lease agreement or land processing agreement. (Article 41 paragraph (al) of the BAL), the articles of Use Rights are: state land, land with management rights; and property rights. While the occurrence of Right to Use can be caused by:

- Government stipulation (state land and management rights land);
- Agreement of grant by the holder of Ownership Rights with a deed made by PPAT;
- Law, provisions regarding Conversion.

The subjects of the Right to Use are: (a) Indonesian Citizens; (b) a legal entity established according to Indonesian law and domiciled in Indonesia; (c) Departments, Non-Departmental Government Institutions and Regional Governments; (d) Religious and social bodies; (e) Foreigners domiciled in Indonesia; (f) Foreign legal entities that have representatives in Indonesia; (g) Representatives of foreign countries and representatives of international bodies.

The term of usage rights is:

a. Use rights over state land and management rights land for the first time a maximum of 25 years, can be extended for a maximum period of 20 years, and can be renewed for a maximum period of 20 years. Specifically, usage rights owned by ministries, non-departmental institutions, regional governments, religious and social bodies, courts of foreign countries, and representatives of international bodies are granted for an unspecified period of time as long as the land is used for certain purposes.
b. The right to use land with a right of ownership has a maximum period of 25 years, there is no extension. However, upon agreement between the land owner and the holder of the

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usage rights, it can be renewed by granting new usage rights with a deed drawn up by the PPAT and must be registered at the local ATR/BPN office.

4. Management Rights

Management rights are land rights that give authority to the right holders to:

a. Planning the allocation and use of land;
b. Using land for own needs;
c. Handing over part of the land to a third party according to the conditions specified for the right holder which includes terms of designation, use, terms of time and finances.

The nature and characteristics of the Management Right are: (a) classified as a right that must be registered; (b) Non-transferable; (c) Cannot be used as collateral for debt; and (d) Has civil and public aspects. Subjects holding management rights are legal entities established according to Indonesian law and government agencies.

Land Registration as Legal Protection and Certainty

The UUPA states that land registration is carried out to ensure legal certainty. One of the land registration activities is the provision of letters proof of rights which are valid as strong evidence (Article 19 of the UUPA). In line with the UUPA, PP No. 24/1997 states that the purpose of this land registration is for legal certainty and protection, providing information to interested parties, and the implementation of an orderly administration. For the sake of legal certainty, a certificate of land rights is issued. The goal of legal certainty over land rights is to provide legal protection to holders of land rights, (who owns it, whether or not there is a burden on it) and certainty regarding the object, namely its location, boundaries and extent as well as whether or not there are buildings, plants on it (Nuraulia et al., 2019).

Land registration will have the effect of giving a certificate of proof of land rights which is commonly referred to as a land certificate to the party concerned and acting as a strong means of proof of the land rights he holds. Based on Article 32 paragraph (2) PP 24/1997, in the event that a parcel of land has been legally issued in the name of an individual or a legal entity that has acquired the land in good faith and legally actually controls it, then it can no longer demand the implementation of this right if within 5 (five) years from the issuance of the certificate. The data contained in the certificate consists of physical data and juridical data. This data is not only listed in the certificate, but also in the register at the land office. So that there should be no overlapping data in one plot of land that has been registered.

The implementation of land registration can guarantee legal certainty if it fulfills the following requirements: 1) cadastral maps can be used for field reconstruction and the legal boundaries according to rights are drawn; 2) the measuring list proves that the right holder is

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registered in it as a legal right holder according to law; 3) every right and transfer thereof must be registered.

Strength of Evidence of Land Certificates

The meaning or meaning of the word "strong" in this context must be juxtaposed with the absolute meaning (*indefeasible*) or inviolable, or absolute. So the meaning of strong meaning is not absolute or can still be contested. In other words, with the opportunity for the parties to file lawsuits against the holders of land title certificates, it can be concluded that the legal force of land title certificates is not absolute. It is this strong meaning that in the future or currently always creates legal issues for parties whose interests are harmed. The point is the understanding of the juridical power of the certificate of land rights that will be questioned.

With regard to strong evidentiary strength, this certificate of land rights is said to be strong, meaning that it must be considered correct as long as it cannot be proven otherwise in court with other evidence. Likewise, what was said by Boedi Harsono, that the letters proving the right are valid as a strong means of proof, meaning that the statements contained therein (by the judge) are true statements, as long as and as long as there are no other means of proof. which proves otherwise (A. B. Harsono et al., 2022). For the issuance of certificates, a process is required involving the applicant, adjoining landowners, pamong desa or related agency parties to obtain explanations and letters as the basis for rights related to the application for the issuance of the certificate. Explanations both oral and written from related parties have the opportunity for falsification, expiration and sometimes even incorrect or fictitious resulting in a legally disabled certificate.

Land certificates as evidence have been regulated in Article 19 paragraph (2), 23 paragraph (2), 32 paragraph (2) and 38 paragraph (3) of the UUPA, where to prove a deed one must have:

1. Strength of formal proof, to prove that all parties agree that what is written is true.
2. Strength of material evidence, to prove that the events written actually happened.
3. Binding power, to prove that on that date in the deed concerned has appeared before a public official and explained what was written in the deed. Because it involves a third party, it is stated that an authentic deed has the power of proving out.

The land registration process carried out by the government (Ministry of ATR/BPN) will eventually make information in the land sector clear and transparent. The clarity and strength of the information published by this Ministry will be related to what publication system we adhere to. In the explanation of PP No. 24/1997 states that the publication system in land registration in Indonesia is a negative publication system where the government is passive, which applies in Continental European countries.

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The nature of proving a certificate as proof of rights is contained in Article 32 of Government Regulation No. 24 of 1997, namely:

1. A certificate is a letter of proof of rights which is valid as a strong means of proof regarding the physical data and juridical data contained therein, as long as the physical data and juridical data are in accordance with the data contained in the measurement letter and the land book concerned.
2. In the event that a land parcel has been legally issued a certificate in the name of a person or legal entity that has acquired said land in good faith and actually controls it, then other parties who feel they have rights over said land can no longer demand the implementation of said rights if in within 5 years since the issuance of the certificate, he has not filed a written objection to the certificate holder and the head of the land office concerned, nor has he filed a lawsuit in court.

The provisions of Article 32 paragraph (1) PP 24/1997 are an elaboration of the provisions of Article 19 paragraph (2) letter c, Article 23 paragraph (2), Article 32 paragraph (2), and Article 38 paragraph (2) UUPA, which contains that land registration produces a letter of evidence that is valid as a strong means of proof. Based on the provisions of Article 32 paragraph (1) PP 24/1997, the land registration publication system adopted in Indonesia to date is a negative publication system, namely a certificate is only an absolute proof. This means that the physical data and juridical data contained in the certificate have strong legal force and must be accepted by the judge as true information as long as there is no other evidence or other parties that can prove otherwise. Thus, it is the court that has the authority to decide which evidence is correct and if it is proven that the certificate is incorrect, changes and corrections will be made as appropriate.

The provisions of Article 32 paragraph (1) PP 24/1997 have weaknesses, namely the state does not guarantee the accuracy of the physical data and juridical data presented and there is no guarantee for the certificate owner because at any time they will get a lawsuit from other parties who feel aggrieved over the issuance of the certificate. Therefore to cover up the weaknesses in the provisions of Article 32 Paragraph (1) PP 24/1997 and to provide legal protection to the owner of the certificate from claims from other parties and make the certificate an absolute proof.

The provisions of Article 32 paragraph (2) PP 24/1997, a certificate as proof of rights is absolute if it fulfills the elements cumulatively, namely: a) The certificate is legally issued on behalf of a person or legal entity b) Land was acquired in good faith c) The land is actually owned. d) Within 5 (five) years since the issuance of the certificate, no one has submitted a written objection to the certificate holder and the head of the local district/city land office or has filed a lawsuit in court regarding land tenure or certificate issuance.

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The sentence above ultimately creates a lack of clarity over the provisions regarding the strength of certificate proof as strong evidence. Because there are requirements that can be used as strong evidence of ownership of land rights, namely: 1) as long as the physical data and juridical data are in accordance with what is stated in the certificate; 2) during the 5 (five) years of issuance of certificates by individuals or legal entities in good faith, no party has filed a complaint. From the description above, it can be concluded that in fact Indonesia adheres to a publication system that is not purely negative because it is emphasized that certificates are strong evidence. This is a characteristic of a positive publication system. Conversely, the negative publication system does not use a rights registration system, the state does not guarantee the accuracy of the data presented. With a system like this, there will still be the potential for disputes over land rights, because even the laws and regulations in the land sector cannot guarantee the certainty of the rights of the holder of land rights from interference by other parties. Because the data listed in the certificate can still be possible as incorrect data.

Change of the National Land Agency to the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency

The history of institutional changes in the ministry of Agrarian Affairs and Spatial Planning/National Land Agency is divided into 2 (two) periods, namely:

1. The period before 1990

This period is divided into:

- 1960s

  At the beginning of the UUPA, all forms of land regulations including Government Regulations were still issued by the President and Junior Minister for Justice. This policy was adopted by the government because at that time Indonesia was still experiencing a transitional period.

- 1965

  In 1965 Agrarian Affairs was separated and made into an institution separate from the auspices of the Minister of Agriculture and at that time the Minister of Agrarian Affairs was led by R. Hermanses. S.H.

- 1968

  In 1968, institutionally it underwent a change. At that time it was included in the Ministry of Home Affairs under the name Directorate General of Agrarian Affairs. During the 1968–1990 period, it persisted without any institutional changes as well as regulations issued.

- 1988–1990

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In this period again experienced changes. the institution handling agrarian affairs was separated from the ministry of home affairs and formed into a non-departmental institution under the name of the national land agency which was then led by Ir. at that time there was a significant change because it was the beginning of the formation of the national land agency.

2. The period after 1990

- 1990

During this period, he again underwent a change to become the State Minister for Agrarian Affairs/National Land Agency which was still led by Ir.Soni Harsono. at that time the addition of authority and responsibility to be carried out by the national land agency.

- 1998

This year it still uses the same format as the name of the State Minister for Agrarian Affairs/National Land Agency. The changes that occur are only at the top leadership, namely Ir. Soni Harsono is replaced with Hasan Basri Durin.

- 2002–2006

in 2002 then underwent a very important change. at that time the national land agency was made a State institution.

- 2006–2012

from 2006 to 2012 ATR/BPN RI led by Joyo Winoto, Ph.D. with its 11 policy agendas within five years there has been no institutional change so that it remains in the previous format.

- 2012–2014 years

On June 14, 2012 Hendarman Supandji was appointed as Head of the National Land Agency of the Republic of Indonesia (ATR/BPN RI) replacing Joyo Winoto.

- 2014–present

On governmentPresident Joko Widodo created a new Ministry calledIndonesian Ministry of Agrarian Affairs and Spatial Planning, until sinceOctober 27 2014, the National Land Agency is under the auspicesMinister of Agrarian Affairs and Spatial Planning. The position of Head of ATR/BPN is held byMinister of Agrarian Affairs and Spatial Planning Ferry Mursyidan Baldan until July 24, 2016. Currently the Head of ATR/BPN is held byHadi Tjahjanto.

The changes above are accompanied by changes in the position of ATR/BPN, namely:

a. Presidential Regulation Number 10 of 2006 concerning the National Land Agency

ATR/BPN is a non-departmental government agency that is under and responsible to the President, led by the Head of Office.

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b. Presidential Regulation Number 63 of 2013 concerning the National Land Agency of the Republic of Indonesia (revoke Presidential Decree No. 10 of 2006)

ATR/BPN is a non-ministerial government agency that is under and responsible to the President led by the Head of Office.

c. Presidential Regulation Number 20 of 2015 concerning the National Land Agency (revoke Presidential Decree 63 of 2013)

ATR/BPN is a non-ministerial government agency that is under and responsible to the President led by the Minister of Agrarian Affairs and Spatial Planning.

The change from a non-departmental body to being under a ministry provides stronger authority for ATR/BPN to provide legal protection and certainty to rights-holders, because the head of ATR/BPN is a State Administrative Officer who can make legal regulations that are final and binding on Indonesian society in the land sector. Included in this is the handling of land dispute resolution where the function of the ATR/BPN is also the executor of the policy on these land disputes.

Mediation As An Alternative Dispute Resolution

Dispute is one thing that can arise at any time in human life. Disputes can occur from the family sphere to the legal sphere. Since ancient times, dispute resolution has existed in the cultural setting of Indonesian society as a pattern of dispute resolution based on deliberations, for example village meetings and customary density. In resolving legal disputes, there are several options in resolving legal disputes. The settlement of legal disputes that is most often carried out and best known by the public is the settlement of disputes through the courts. However, the settlement of disputes through the courts sometimes does not provide the settlement desired by both parties. Dispute resolution in court is also known to take quite a long time and is quite expensive. To accommodate the wishes of these parties, several alternatives emerged to resolve disputes between the parties. Some of these alternatives include: negotiation, mediation, early evaluation, expert opinion or judgment, fact finding,*dispute review board*, and*office of special project facilitator*. This alternative dispute resolution has several advantages, including fast and cheap, the control of the parties over the ongoing process and the results because parties who have an active interest in expressing their opinions, can resolve disputes thoroughly/holistically, and improve the quality of decisions produced and the ability the parties to accept.

Mediation, like other alternative dispute resolution, has developed due to the slow resolution of disputes in court. Mediation emerged as a response to the growing dissatisfaction with the justice system which boils down to issues of time, cost and ability to handle complex cases. "*Mediation is not easy to define*"(Lomban, 2013). Mediation is not something that is easy to

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define. This is related to the very plural and unlimited dimensions of mediation. Mediation does not provide a model that can be described in detail and differentiated from other decision-making processes.[12] In Indonesian regulations, the notion of mediation can be found in article 1 point seven of Supreme Court Regulation Number 1 of 2008, namely the method of resolving disputes through a negotiation process to obtain an agreement between the parties assisted by a mediator. Apart from the regulations, there are several scholars who try to define mediation. Gary Goodpaster states that "Mediation" is a process of negotiating problem resolution (disputes) in which an outside party, impartial, neutral, does not work with the disputing parties, helping them (the disputants) reach an agreement on a satisfactory negotiated outcome (Suadi, 2018). From the explanation above we can see that there are fundamental elements of the definition of mediation, including: (1) There is a dispute that must be resolved; (2) Settlement is carried out through negotiations; (3) Negotiations are aimed at reaching an agreement; (4) The role of the mediator in assisting the settlement.

There are several reasons why mediation is considered more profitable than resolving disputes in court, including:

1. Economic Factors, where mediation as an alternative dispute resolution has the potential as a means to resolve disputes that are more economical, both from a cost and time standpoint.
2. The scope factor discussed, mediation has the ability to discuss the problem agenda in a broader, comprehensive and flexible manner.
3. The factor of fostering good relations, where mediation that relies on cooperative resolution methods is very suitable for those who emphasize the importance of good relations between people (relationships), which have taken place or will come in the future.

In mediation, there are two types of mediation which are reviewed based on the place of implementation, namely mediation in court and mediation outside the court. These two types of mediation are listed in Supreme Court Regulation Number 1 of 2008. In carrying out mediation in court, there are two stages that must be undertaken, namely the first is the initial mediation of litigation, namely mediation which is carried out before the subject matter of the dispute is examined and the second is mediation which is carried out in the principal examination, which is then divided into two, namely during the first level examination and during the appeal and cassation level. Meanwhile, mediation outside the court is mediation that is carried out outside the court, then reconciliation occurs and is requested to the court to be strengthened in a peace deed (Sukaenah & Rusli, 2020).

Mediation often results in an agreement between the two parties so that the benefits of mediation can be felt. The benefits of mediation can still be felt even though sometimes mediation

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fails. This is because mediation then classifies issues and then narrows down the disputed issues. In resolving disputes, mediation has several advantages, including:

1. Mediation is expected to be able to resolve disputes more quickly and cheaply compared to arbitration and courts;
2. Mediation can improve communication between disputing parties and eliminate conflicts that almost always accompany forced decisions;
3. Mediation will focus the parties on their real interests;
4. Mediation raises awareness of the strengths and weaknesses of each party's position;
5. Through mediation, hidden matters or issues related to the dispute can be discovered which were not previously realized;
6. Mediation gives the parties control over the process and results of the mediation.

Settlement of disputes by means of mediation is then expected to be able to reduce the imbalance in the position of the parties as is felt if the dispute is resolved through a court or arbitration institution.

In successful mediation, a dispute resolution agreement is produced which once signed will be binding and enforceable as befits a contract or agreement. In Indonesia, the agreement resulting from mediation must be stated in written form. This does not only apply to mediation in court, but also to mediation outside the court. Article 17 paragraph (1) of Supreme Court Regulation Number 1 of 2008 then states that if mediation results in a peace agreement, the parties with the assistance of the mediator must formulate in writing the agreement reached and signed by the parties and the mediator. Then Article 6 paragraph (6) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (UU AAPS) states that:

> *"Efforts to resolve disputes or differences of opinion through a mediator as referred to in paragraph (5) by upholding confidentiality, within a maximum period of 30 (thirty) days must reach an agreement in written form signed by all parties concerned."*

If the mediation is carried out outside the court, according to article 6 paragraph (7) of the AAPS Law, a written agreement agreed upon by the parties must be registered at the district court no later than 30 days after the agreement was signed. In the event that the mediation is carried out in court, the judge can confirm the agreement as a deed of peace. The peace deed itself in Article 1 point 2 of Supreme Court Regulation Number 1 of 2008 is defined as a deed containing the contents of the peace agreement and the judge's decision that strengthens the peace agreement which is not subject to ordinary or extraordinary legal remedies And that in order to strengthen the mediation decision, the written agreement agreed upon by the parties to the dispute should be embodied in an authentic deed and the deed has the power as perfect evidence in court, as stated in Article 1868 of the Civil

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Code. And for this reason, the mediator is expected to be able to direct Notary officials[16] to make a peace deed of settlement of land disputes and the results of the Notary deed as material for registering the results of mediation at the local District Court.

ATR/BPN Conducts Mediation for Land Dispute Settlement

One of the functions of ATR/BPN as stipulated in Presidential Decree No. 20 of 2016 in Article 3 letter f is the formulation and implementation of policies in the field of controlling and handling land disputes and cases. And in accordance with the legal provisions above that mediation is an alternative to dispute resolution, then in accordance with the Regulation of the Minister of Agrarian Affairs and Spatial Planning Number 11 of 2016 concerning Settlement of Land Cases (Permenag 11/2016) in Article 12 paragraph (5) for dispute or conflict resolution which is not the authority of the ministry, the ATR/BPN can facilitate dispute or conflict resolution through mediation, which is further regulated more specifically in Part Four of Permenag 11/2016 to be precise Article 37 and so on.

Regarding land cases that are submitted to ATR/BPN to ask for a settlement, if the disputing parties can meet, then it is very good if it is resolved through deliberation. In this settlement, the ATR/BPN is often asked to act as a mediator in resolving land rights disputes in a peaceful manner with mutual respect for the disputing parties. In this regard, if the settlement by deliberation reaches a consensus, then it must also be accompanied by written evidence, namely from a letter of notification to the parties, minutes of meetings and further as proof of the existence of reconciliation set forth in a deed which, if necessary, is drawn up before a notary.

It's just that since the regulation of the ATR/BPN function, both in the Regulation of the Minister of Agrarian Affairs/Head of ATR/BPN Number 9 of 1999 concerning Procedures for Granting and Canceling State Land Rights, until the issuance of Regulation of the Head of ATR/BPN Number 3 of 2011 concerning Management, The Study and Handling of Land Cases as well as the Regulation of the Head of ATR/BPN Number 12 of 2013 concerning Examination of Land and Management Rights, found the reality that the regulation was effective only as a "dead article" in the sense that it was not implemented by the ATR/BPN bureaucracy itself.

This is regrettable, considering that regulations have provided facilities, but implementation has been noted to be unproductive, as the author's observations and experiences come into contact with land officials due to reluctance, unwillingness, to political factors from the bureaucrats of the ATR/BPN internal institution itself.

Now, the Ministry of Agrarian Affairs is deregulating land disputes again, with Permenag No. 11/2016 as a substitute for previous regulations in the field of land disputes. The Minister of Religion Regulation 11/2016 has again encountered the reality of being ineffective in its

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implementation due to the lack of will from the executive agency in charge of "boarding" (one of the basic needs besides food and clothing), it is time for the RI ATR/BPN to be completely overhauled in its true sense. . The heads of ATR/BPN alternate, but the bureaucratic mentality within them tends to stagnate.

In Permenag 11/2016 it is stated that in the event that disputes and conflicts are not within the authority of the Ministry of Agrarian Affairs, then ATR/BPN can carry out a mediation process, if one of the parties to the dispute refuses mediation, then the settlement is left to the parties in accordance with statutory regulations. Mediation for deliberation for consensus is carried out no later than 30 (thirty) days.

Mediation aims to: a) ensure transparency and sharpness of analysis; b) collective and objective decision-making; c) minimize lawsuits over the results of dispute and conflict settlements; d) accommodate information/opinions from all disputing parties, and from other elements that need to be considered; and e) facilitating the resolution of disputes and conflicts through deliberations. Mediation participants consist of: (1) processing team; (2) Ministry officials, ATR/BPN Regional Office and/or Land Office; (3) Mediators from ministry officials, ATR/BPN regional offices and/or land offices; (4) Parties and/or other related parties; and/or (e) Experts and/or experts related to disputes and conflicts, related agencies and community elements, community/traditional/religious leaders, or agrarian and spatial planning observers/activists, as well as other elements, if necessary. Mediation participants must receive an assignment from the Ministry, except the parties. If one of the disputing parties cannot attend, the implementation can be postponed so that all disputing parties can attend. If after being properly invited 3 (three) times the disputing party does not attend mediation, then the mediation is canceled and the parties are welcome to resolve the dispute or conflict in accordance with the provisions of the legislation.
For the implementation of the mediation, an agenda for mediation is prepared which contains: the main problem, chronology, description of the problem, and the results of the mediation, which are then signed by all parties and then given to all parties.

If one of the parties is not willing to sign the Mediation Minutes, the unwillingness is recorded in the Mediation Minutes. But when the mediation reaches an agreement, a Peace Agreement is made based on the mediation report that binds the parties. The Peace Agreement is registered at the local District Court Registry so that it has binding legal force.

In the event that one of the parties refuses to mediate or the mediation is canceled because he has not fulfilled the invitation 3 (three) times or has exceeded the time, the Head of the Land Office issues a notification letter to the complaining party that the complaint or mediation has been completed accompanied by an explanation. And for settlements carried out in the realm of justice,

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Case Handling is carried out in the context of litigation in civil or state administrative court proceedings, where the Ministry is a party, both the Defendant at PTUN and as Co-Defendant at the District Court.

So that in this study it can be concluded that mediation for the settlement of land cases, based on Permenag 11/2016 is one of its functions to provide legal certainty for applicants for legal justice and certificates issued by the ministry of ATR/BPN are the only means of providing protection and certainty the law, because the certificate is an authentic deed protected by the UUPA. And so that the results of the mediation have the strength of evidence, it is better to be made before a Notary Officer to make a peace agreement deed which will then be used for registration with the local District Court.

Legal Consequences of Land Dispute Settlement Process through mediation (Case study of land dispute resolution in Indramayu District).

Land Boundary Dispute in Indramayu Regency

Whereas in 2011, H. Suharjo Suyanto bought a plot of land from Abdurrachman with an area of 600 M^2 which is located on Jalan Garuda, Karangmalang Village, Indramayu District which is bordered by:

- The north side with the heirs of H. Abdul Gani;
- To the south with Nuridjah's inheritance;
- West side with Jalan Garuda;
- East side with heirs of H. Saien.

and has been issued Letter Measurement / drawing limit No. 118 of 1982 from Agrarian Affairs dated May 14, 1982.

However, because the land purchased by H. Suharjo Suyanto exceeded the proper limit, H. Saein asked Abdurrachman and H. Suharjo Suyanto for an explanation. Because they felt that they had strong evidence, namely certificates owned by each party, the settlement asked for assistance from the ATR/BPN Office of Indramayu Regency to carry out a mediation process over land disputes for SHM No. land. M.118/Karangmalang, M.144/Karangmalang and M.145/Karangmalang.

On October 16 2012, the mediation process was carried out in the meeting room of the ATR/BPN office of Indramayu Regency attended by the parties (H. Saein, H. Suharjo Suyanto and Abdurrachman) and ATR/BPN officials led by the Head of Disputes, Conflicts and Cases. The results of the mediation are as follows:

1. That H. Sain received the measurement results from the Land Office even though there was a deficiency in area, after receiving an explanation from the Head of the Survey, Measurement and Mapping Section;

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2. Both parties declare Islah or peace by forgiving each other and the problem is declared resolved;
3. That both parties will check the boundaries of their respective land parcels facilitated by the Head of Karangmalang Village as a kinship and with whatever result the two parties will accept each other and H. Saein's complaint to the Indramayu Police will be revoked immediately.

In this case, village officials had previously tried to facilitate the dispute over the land boundary but never found a solution because each party adhered to the correct size of the land on their respective certificates, therefore one of the parties made a legal complaint to the ATR Office. / BPN regarding this dispute where previously there had been a report to the police by one of the parties.

Departing from this complaint, based on the Regulation of the Minister of Agrarian Affairs/Head No. 1 of 1999 concerning Procedures for Handling Land Disputes, the Head of the ATR/BPN of Indramayu Regency through the Head of the Dispute, Conflict and Case Section (Kasi) then facilitated the resolution of the dispute by bringing together the parties witnessed by ATR/BPN officials at the ATR/BPN office of Indramayu Regency . And the results of the mediation finally found a clear path in the form of an agreement of the parties which was embodied in a peace agreement and for that the ATR/BPN office then carried out the results of the mediation decision by changing the certificate which was the object of the dispute.

Settlement of Land Disputes by ATR/BPN According to Legal Regulations

Regarding settlement of land disputes, Article 2 of Permenag 11/2016 states that:

(1) Settlement of Land Cases, intended to:
   a. knowing the history and roots of disputes, conflicts or issues;
   b. formulate a strategic policy for resolving Disputes, Conflicts or Cases; And
   c. resolve Disputes, Conflicts or Cases, so that the land can be controlled, owned, used and exploited by the owner.

(2) Settlement of land cases aims to provide legal certainty and justice regarding control, ownership, use and utilization of land.

The handling of land dispute cases is based on:

a. Initiatives from the Ministry (the role of the press and the Regional Government is important as news reporters and as reporters besides the internal monitoring function of the Ministry of Agrarian iłu itself);

In carrying out Dispute and Conflict resolution based on initiatives from the Ministry, the Ministry carries out monitoring to find out Disputes and Conflicts that occur in a certain area,

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routinely by the Head of the Land Office, Head of the ATR/BPN Regional Office or the Director General of complaints or news in newspapers regarding disputes and Conflict. In terms of monitoring results need to be followed up, the Minister or Head of the ATR/BPN Regional Office instructs the Head of the Land Office to carry out Dispute and Conflict resolution activities

b. Community complaints.

In carrying out Dispute or Conflict resolution based on public complaints, the Ministry accepts complaints related to disputes and conflicts from the public. Complaints referred to above are submitted to the Head of the Land Office in writing, through the complaint counter, mailbox or the Ministry's website. In the event that a Complaint is submitted to the ATR/BPN Regional Office and/or the Ministry, the Complaint file is forwarded to the Head of the Land Office.

The complaint mechanism is as follows:

- The complaint must contain at least the identity of the complainant and a brief description of the case, and must be accompanied by a photocopy of the identity of the complainant, a photocopy of the identity of the attorney and the power of attorney if authorized, as well as supporting data or evidence related to the complaint. (Complaints are made according to the format as stated in Appendix I of the Minister of Trade Regulation 11/2016);
- Complaints that have fulfilled the requirements received directly through the Complaint counter, the complainant is given a Complaint Acceptance Letter. In the event that the complaint file does not meet the requirements, the officer returns the complaint file to the complainant by notifying the complaint file in writing of the incompleteness. (Letter of Acceptance of Complaints is made according to the format as stated in Appendix II of Permenag 11/2016.)
- After the Complaint is received, the officer responsible for handling the complaint conducts an examination of the Complaint file. In the event that the complaint file meets the requirements, the officer submits the Complaint file to the official responsible for handling Disputes, Conflicts and Cases at the Land Office, which then the said official administers the said complaint into the Complaint Acceptance Register;
- Each progress of dispute, conflict and case settlement is recorded in the Dispute, Conflict and Case settlement register by attaching evidence of the intended progress and/or data administration is carried out through the Dispute, Conflict and Case information system.
- Progress of Dispute, Conflict and Case settlement is reported to the Head of ATR/BPN Regional Office once every 4 (four) months and copied to the Minister. The information

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system is integrated between the Ministry, the ATR/BPN Regional Office and the Land Office, and is a sub-system of the Ministry's Data and Information Center.

Based on the results of monitoring and/or complaints that have been administered, officials responsible for handling Disputes, Conflicts and Cases at the Land Office carry out Based on the results of monitoring and/or Complaints that have been administered, officials responsible for handling Disputes, Conflicts and Cases on The Land Office conducts data collection activities, which can be in the form of:

a. physical and juridical data;
b. judicial decisions, minutes of investigations from the Indonesian National Police, the Indonesian Attorney General's Office, the Corruption Eradication Commission or other documents issued by law enforcement agencies/agencies;
c. data issued or published by an authorized official;
d. other data that is related and can influence and clarify the issues of Disputes and Conflicts; and/or
e. witness statement.

Officials who are responsible for handling Disputes, Conflicts and Cases at the Land Office, then carry out: a) validation of data whose truth is stated by the official or institution issuing or matching with the original document; b) requests for witness statements as outlined in the Minutes, in the event that the data obtained originates from witness statements.

After carrying out the data collection activities, the official conducts an analysis to find out whether the complaint is the authority of the Ministry or not the authority of the Ministry. The Disputes or Conflicts that are under the authority of the Ministry of ATR/BPN include:

a. procedural errors in the process of measuring, mapping and/or area calculations;
b. procedural errors in the process of registration, confirmation and/or recognition of rights to former customary land;
c. procedural errors in the process of determining and/or registering land rights;
d. procedural errors in the process of determining abandoned land,
e. overlapping rights or certificates of land rights where one of the rights bases clearly has an error (aka multiple certificates, as is often found in practice);
f. overlapping rights or certificates of land rights where one of the rights bases clearly has an error (aka multiple certificates, as is often found in practice);
g. procedural errors in the process of maintaining land registration data;
h. procedural errors in the process of issuing a replacement certificate;
i. errors in providing land data information;

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j. procedural errors in the permit granting process;

k. misuse of space utilization; or

l. other errors in the application of laws and regulations.

Disputes and conflicts other than the above are not the authority of the Ministry and are the authority of other agencies, although in point (1) above, there are "other errors in the application of laws and regulations" which are quite biased in meaning:

- In the event that Disputes and Conflicts fall under the authority of the Ministry of Agrarian Affairs, the officials responsible for handling Disputes, Conflicts and Cases report the results of data collection and analysis results to the Head of the Land Office.
- In the event that Disputes and Conflicts are not under the authority of the Ministry, the official responsible for handling Disputes, Conflicts and Cases shall submit a written explanation to the complaining party, including a statement that the resolution of the Dispute and Conflict shall be handed over to the complaining party. In the event that Disputes or Conflicts are not under the authority of the Ministry, the Ministry may take the initiative to facilitate the resolution of Disputes or Conflicts through Mediation.

After receiving the report, the Head of the Land Office submits the results of data collection and analysis, to:

a. Head of ATR/BPN Regional Office, in terms of decisions on granting rights, conversion/affirmation of recognition, cancellation of land rights that are the object of disputes and conflicts issued by the Head of the Land Office; or

b. Minister, in terms of:

l) decisions on the granting of rights, conversion/affirmation/recognition, cancellation of land rights or designation of abandoned land which are objects of disputes and conflicts are issued by the Head of the ATR/BPN Regional Office or the Minister; and/or

2) Disputes and Conflicts are included in certain characteristics, including:

a. become the public's attention;

b. involving many parties;

c. have high value both in terms of social, cultural, economic, public interest, defense and peace; and/or

d. request from the competent authority or law enforcement agency.

After receiving the results of data collection and analysis results, the Head of the ATR/BPN Regional Office or the Minister instructs the officials responsible for handling Disputes, Conflicts and Cases to follow up on the settlement process.

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In the event that there is a Dispute or Conflict that needs to be handled by the Team, the Head of the ATR/BPN Regional Office or the Minister may form a Dispute and Conflict Resolution Team no later than 7 (seven) working days after receiving the results of data collection and analysis results from the Land Office.

The official responsible for handling Disputes, Conflicts and Cases or the Dispute and Conflict Resolution Team prepares a Land Case Settlement Report, and submits a Land Case Settlement Report to the Head of the ATR/BPN Regional Office or the Minister. After receiving the Dispute and Conflict Resolution Report, the Head of the ATR/BPN Regional Office or the Minister resolves the Dispute and Conflict by issuing:

a. Decision on Cancellation of Land Rights;

The decision to cancel land rights, takes the cancellation of land rights, proof of rights and other general lists related to said rights. While the Decision to Cancel the Certificate, takes the cancellation of the proof of rights and other general lists related to the right, and not the cancellation of the land rights - for example the cancellation of a Certificate that takes multiple certificates that are invalid.

b. Certificate Cancellation Decision;

c. Decision on Changes in Data on Certificates, Measurement Letters, Land Books and/or Other Public Registers;

Decision on Change of Data which causes the need for additional data in the Decision on the Granting of Rights or the Decision on conversion/affirmation/acknowledgement, then:

- Minister, make improvements to the decision to grant rights;
- Head of Regional Office, make improvements to the decision to grant rights or
- Decision on the conversion/affirmation of the recognition of the said right.

d. Notification Letter that there is no administrative error as referred to in Article 11 paragraph (3).

Issuance of a decision is made no later than 7 (seven) working days for the Head of ATR/BPN Regional Office, or no later than 14 (fourteen) working days for the Minister, since the Dispute and Conflict Resolution Report is received.

In the case of above one parcel of land there are overlapping certificates of land rights. The Minister or the Head of the ATR/BPN Regional Office according to their authority issues a decision to cancel overlapping certificates, so that there is only 1 (one) valid certificate of land title on the plot of land. The decisions mentioned above are submitted to the Head of the Land Office accompanied by the Dispute and Conflict Resolution Files in accordance with the cancellation authority.

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In terms of the resolution of disputes and conflicts in the form of issuance of a decision to cancel land rights or a decision to cancel a certificate, the implementation is carried out in accordance with the cancellation authority. The authority to cancel consists of:

a. Minister, for the granting of rights whose decisions are issued by the Minister or the Head of the ATR/BPN Regional Office, and Disputes and Conflicts with certain characteristics as described above;
b. Head of ATR/BPN Regional Office, for the granting of rights whose decisions are issued by the Head of the Land Office (which is done on behalf of the Minister and reported to the Minister within 7 (seven) working days from the issuance of the cancellation decision).

Issuance of a decision to annulment by the Head of the ATR/BPN Regional Office or the Minister who resolves Disputes and Conflicts by issuing a Decision on the Cancellation of Land Rights or a Decision on Cancellation of Certificates, does not mean to eliminate/increase land rights or other civil rights to the parties.

Basically, decisions to settle disputes or conflicts regarding decisions to cancel land rights, decisions to cancel certificates, decisions to change data on certificates, measurement papers, land books and/or other public registers, or notification letters that there are no administrative errors, are carried out by the Head of Office. land.

For Decisions in the form of Cancellation of Land Rights, Cancellation of Certificates or Changes in Data, the Head of the Land Office instructs the authorized official to notify the parties to submit certificates of land rights and/or other related parties within a maximum period of 5 (five) working days . In the event that the time period expires and the parties do not submit the certificate, the Head of the Land Office makes an Announcement regarding the cancellation of land rights, cancellation of certificates or changes in data, at the Land Office and local village hall/kelurahan office within a period of 30 (thirty) days, which after iłu the Head of the Land Office orders the competent authority to follow up on decisions regarding cancellation, change of certificate data, or so on. For decision:

a. cancellation of land rights, officials who have the authority to make records regarding the cancellation of decisions on granting rights, certificates, measurement letters, land books and other public registers, in certificates of land rights, land books and other public registers.
b. Cancellation of certificates, officials who have the authority to record the cancellation of rights on certificates, land books, and other public registers.
c. Changes to data on certificates, authorized officials make improvements to certificates, measurement letters, land books or other public registers. After repairs are made, the certificate is given back to the right holder or a replacement certificate is reissued.

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Decisions regarding the cancellation or change of data on the certificate must be implemented unless there is a valid reason to delay its implementation.

Legal Consequences of Mediation for Land Dispute Resolution

Permenag 11/2016 states that mediation by ATR/BPN can be carried out for disputes that are not related to the authority of the ministry of agrarian affairs or other ministries, for example disputes between residents due to physical possession that is not in accordance with the certificate (this revokes the authority to mediate for land disputes involving ministries in accordance with Permenag/KBPN 1/1999). And the results of the mediation are embodied in the minutes/minutes of land dispute resolution which are then followed up by reporting to the local ATR/BPN Office to make a Peace Agreement Deed which is binding on all parties.

That the results of the mediation can be accepted or rejected and for this reason, whatever the results must be stated in the Minutes of Mediation, and in this case the function of the ATR/BPN is as a mediator, for this purpose it only facilitates the wishes of the disputing parties. If in this case mediation has been carried out and the disputing parties are willing to make peace, as in land dispute resolution in Indramayu Regency, then the minutes of the mediation are then reported to the Head of the ATR/BPN Office for the parties to the dispute to make a peace agreement. And the peace agreement was then registered with the Registrar of the local District Court to be considered as a form of inkracht decision (Rudianto & Roesli, 2019).

Meanwhile, if one of the parties disagrees with the results of the mediation or does not come to fulfill the mediation invitation for 3 (three) times, then it will be stated in the Minutes of Mediation and reported to the Head of the local ATR/BPN Office to follow up on giving advice to the parties to continue settlement of disputes in court.

As a dispute resolution decision, the peace deed that has been registered with the local District Court clerkship is binding for all parties (both the parties and other parties affected by the decision), then the legal consequences of the peace agreement deed that has been registered and for those that have received approval from the Head of the local District Court can be used as a legal basis for the ATR/BPN office to make changes to the certificate (either changing or repairing it) after the previous measurement has been carried out as part of the mediation process. This is the same as what was done by the ATR/BPN Office of Indramayu Regency when handling land boundary disputes between H. Sain, H. Suharjo Suyanto and Abdurrachman where based on the mediation results the parties agreed to change the land area in each of these certificates and settle the dispute, including the revocation of the police report.

As a conclusion, the legal consequences of the mediation results, if the parties agree, it is binding for the head of the local ATR/BPN to follow up on changing the certificate (either

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changing or repairing it) which then the certificate will be handed over to the right holder. Meanwhile, if one of the parties disagrees with the mediation process, land dispute resolution is carried out in court.

4. CONCLUSION

Mediation for the settlement of land cases, based on Permenag 11/2016 is one of its functions to provide legal certainty for applicants for legal justice and certificates issued by the ministry of ATR/BPN are the only means of providing protection and legal certainty, because certificates it is an authentic deed that is protected by the UUPA. And so that the results of the mediation have the strength of evidence, it is better to be made before a Notary Officer to make a peace agreement deed which will then be used for registration with the local District Court.

The legal consequences of mediation carried out by ATR/BPN officials, if the parties agree, are binding for the head of the local ATR/BPN to follow up on changing the certificate (either changing or repairing it) which then the certificate will be handed over to the right holder. Meanwhile, if one of the parties disagrees with the mediation process, land dispute resolution is carried out in court.

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