

Settlement of Disputes over Rice Field Land Ownership

Rights Due to Unauthorized buying and selling

Wahyu Prawesthi¹, Mohammad Dwi Febriyanto², Fajar Rachmad Dwi Miarsa^{3*}

^{1,2}Faculty of Law, Dr. Soetomo University Surabaya, Indonesia

³Maarif Hasyim Latif University Sidoarjo, Indonesia

*Corresponding author E-mail: fajar_rahmad@dosen.umaha.ac.id

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ABSTRACT

Rice field land is a general term such as forest land, plantation land and so on. All kinds of soil can be cultivated as long as it has sufficient water availability. Problems with land are quite serious. So that handling must also be done seriously. Both through prefective means, namely by providing understanding by related devices or institutions and by repressive means or resolution due to disputes. In this way, it is hoped that the community can understand the validity of buying and selling land and its settlement. So that rice field land disputes due to buying and selling do not have an impact on agricultural activities. This study uses a type of normative juridical legal research, namely legal research conducted by examining primary legal materials in the form of laws and regulations and secondary legal materials or legal materials in the form of supporting library materials for primary legal materials. The buying and selling process is legally valid if material conditions are met. In relation to the rules governing the authority and competence of the parties, as well as the fulfillment of conditions by the buyer to become the holder of the right to the purchased land. The validity of buying and selling paddy fields is the same as buying and selling land in general. The sale and purchase of paddy fields is canceled if it can cause a reduction in the minimum limit of agricultural land ownership. Dispute resolution can be done through litigation and non-litigation resolution. The advantage obtained when using litigation settlement is that it has definite legal force and is final.

Keywords: Disputes, Property Rights, Rice Fields, Buying and Selling, Illegal

1. INTRODUCTION

Land used in agricultural utilization generally has its own differences. Both about the elements contained in it and the texture of the soil. Because to obtain maximum agricultural results, nutrients or substances needed by organisms are needed to live, grow, and develop. As well as paddy fields which are land for producing rice. Rice field land is a general term such as forest land, plantation land and so on. All kinds of soil types can be cultivated as long as they have sufficient water availability (Klasifikasi et al., 1950).

In addition, rice fields must have nutrients so that the rice planted can grow and develop. If nutrient needs are not met, there is a decrease in the yield of harvested rice. (Parnata, 2010) Therefore, there needs to be regulation on the existence of paddy fields so that utilization can be maximized. Indonesia as an agricultural country that prioritizes agricultural products in



economic growth. So it becomes an obligation for the state to maintain paddy fields as natural resources. Because the existence of good paddy fields will support economic growth, thereby improving the standard of living of farmers.

The regulation of natural resources is regulated in the constitution as written in Article 33 Paragraph (3) of the 1945 Constitution. The article became the legal basis for the control of earth, water and space by the state. Furthermore, this power is regulated in Law Number 5 of 1960 concerning Basic Agrarian Principles or commonly called UUPA.

The control of earth, water and space is emphasized in Article 2 Paragraph (1) of the UUPA which states that "Earth, water, and space including natural resources in them are at the highest level controlled by the state as an organization of power of all people". Being controlled by the state in this case does not mean owned, but state authority so that utilization can be felt as a whole. This means that the state as the legal body for earth, water and space and the wealth contained therein has the authority to regulate and determine its use in order to achieve prosperity for the people of Indonesia (Syarif, 2012).

For the right of control by the state, the state can give land to a person or legal entity with a right that is regulated according to its designation and needs (Santoso, 2012). Both as Property Rights, Building Use Rights, Business Use Rights, and others. The existence of this right is stated in Article 16 paragraph (1) of the UUPA. Of the several rights stipulated in Article 16 paragraph (1) of the UUPA, property rights are the strongest rights that people can have over land. Title to land can occur in two ways. The first is originally, i.e. the right of ownership of land for the first time according to customary law, government decrees and because of the law. And derivatively, namely the acquisition of land ownership rights from other legal subjects either due to buying and selling, grants, or inheritance (Santoso, 2012).

The existence of title to land must be proven through a letter explaining its ownership. In order to have a certificate of proof of property rights, land registration is further regulated through Government Regulation Number 24 of 1997 concerning Land Registration. The existence of this arrangement aims to provide legal certainty and protection to land rights holders. Provide information to interested parties and with this rule can be carried out in an orderly administration.

Human growth has an impact on increasing public consumption. So that it affects the need for rice fields as a place to use agricultural production. Which has an impact on the increase in the selling value of paddy fields every year, this situation provides an opportunity for



the land mafia to commit fraud in buying and selling (Mudakir Iskandar Syah, 2019).

Cases of rice field land disputes can be said to be quite complicated, one of the land problems in Indonesia is that there is still overlapping ownership. Either there are land plots that have two or more evidence on land, overlapping boundaries, inaccurate boundaries and others (Mudakir Iskandar Syah, 2019). This can be caused by the transfer of rights not in accordance with juridical procedures. So that losses are experienced by the parties and can cause disputes.

Transfer of land rights is a legal act, where one party transfers the rights to the object to the other party. As a result of the transfer of rights, by itself one of the parties releases the rights to the object that has been transferred. Transfer of land rights can occur according to the needs of the parties such as Sale and Purchase, Endowments, Wills, Grants and others.

Buying and selling activities are property exchange activities that have been agreed upon by the parties. Exchange in buying and selling is generally through the exchange of money for goods. both parties in this activity benefit equally. because for a buyer will be able to own the goods he bought, while for the seller will benefit from the proceeds of the sale.

Buying and selling land means the activity of multiplying ownership rights to land by the seller to the buyer. So it can be said that the act is a legal act. For this reason, in its activities, it is necessary to prioritize the principle of prudence, so as not to cause adverse legal consequences. So before buying and selling, you should need to know the legal conditions for buying and selling.

Based on Article 5 of the UUPA, the applicable agrarian law is customary law as long as it does not conflict with the national interest. In customary law communities, the sale and purchase of land must be carried out based on three principles. First, it is cash, meaning that there is a payment of a certain amount of money either fully or partly from the proceeds of the agreement. Then secondly, it clearly means that land buying and selling activities are really carried out before the Traditional Head or Village Head or Land Deed Making Officer. And the third is real, meaning that there is a transfer of rights and there is a letter signed by the parties. This aims to ensure the correctness of the land, its owner and guarantee the validity of land buying and selling activities (Harsono, 2008).

According to the official website of the Directory of Decisions of the Supreme Court of the Republic of Indonesia. Disputes over paddy fields are quite common. Between 2021 and 2022 alone, the sengeketa of paddy fields has reached 85 cases, of which occurred due to buying and selling. For example, the case that occurred in the Magetan District Court with decision



Number 26/Pdt.G/2020/PN Mgt. This case began when the Plaintiff was a buyer who had purchased paddy land from the Defendant on October 3, 2006. The Plaintiff has handed over Rp11,000,000.00 (Eleven Million Rupiah) to the Defendant. However, the sale and purchase is only equipped with a receipt without any submission of title letter. Even after payment was made, the Defendant never handed over the land to the Plaintiff. The defendant has actually sold annual paddy fields to other parties. As a result of the defendant's actions, the Plaintiff suffered losses because the purchased paddy fields could not be utilized.

This kind of buying and selling is buying and selling that does not meet the principles in customary law communities. Because the purchase date is only carried out in cash between the seller and the buyer, without the involvement of other parties, namely witnesses or authorized officials. The sale and purchase does not submit proof of title to the rice field, where the proof of title is a binding right to the ownership of the rice field.

This situation reflects a serious land problem. So handling must also be done seriously. Both through prefactive means, namely by providing understanding by related devices or institutions and by repressive means or resolution due to disputes. In this way, it is hoped that the community can understand the validity of buying and selling land and its settlement. So that rice field land disputes due to buying and selling do not have an impact on agricultural activities.

Solving problems like this requires a team that is able to provide legal certainty. As a country that has authority over this, the government already has legal instruments in resolving agrarian disputes, namely Presidential Regulation of the Republic of Indonesia Number 86 of 2018 concerning Agrarian Reform. The purpose of the regulation on agrarian reform is none other than to resolve agrarian disputes and conflicts, as well as in order to improve food security and sovereignty.

Dispute resolution in Article 17 of the Presidential Regulation of the Republic of Indonesia Number 86 of 2018 concerning Agrarian Reform is based on the principles of legal certainty and justice. By being handled by an agrarian reform task force consisting of central, provincial and city or district task forces. One of the tasks carried out is to coordinate and facilitate the handling of agrarian disputes and conflicts.

2. RESEARCH METHOD

This study uses a type of normative juridical legal research, namely legal research conducted by examining primary legal materials in the form of laws and regulations and



secondary legal materials or legal materials in the form of supporting library materials for primary legal materials. The Statutory approach (*statue approach*) is normative research which must use the Legislation approach, because what will be examined are various legal rules that are the focus and are the theme in a study. The conceptual approach (*conceptual approach*) is an approach that departs from the views and doctrines stated in the definition so as to give birth to knowledge products.

3. RESULTS AND DISCUSSION

Illegal Sale and Purchase of Rice Fields According to Law Number 5 of 1960 concerning Basic Agrarian Principles

The transfer of title to land has various ways, such as inheritance, buying and selling, grants and endowments. Of the many ways of transferring property rights, buying and selling has a distinctive characteristic. The activity of transferring rights through sale and purchase is an act of transfer of rights forever (which is intentional and must have the will of the parties and have a certain exchange rate.

Buying and selling land is generally an activity of exchanging land objects for money to transfer ownership rights to the land. The transfer of property rights will certainly cause legal consequences for the parties, both sellers and buyers. For this reason, it is necessary to register the transfer of rights so that buying and selling activities do not cause problems in the future.

UUPA as a written regulation governing land, water and space does not clearly regulate land buying and selling activities. Although through Article 26 of the UUPA has stated that buying and selling will be further regulated by Government Regulations. However, until now further regulations related to the sale and purchase of land have not existed. Then what is the validity of buying and selling land according to the UUPA.

Although the UUPA does not specifically regulate the sale and purchase of land, it can be understood that the definition of buying and selling land in the national land law is buying and selling land in the sense of the Adat Law. Article 5 of the UUPA explains that our National Land Law is Customary Law. The article means that the UUPA also uses conceptions/principles, legal institutions and customary law systems. The customary law in question is one that has been refined and eliminated from its regional nature and given a national nature.

The definition of buying and selling land according to Customary Law is a legal act in the form of land surrender forever (Sahat H.M.T Sinaga, 2007). Sale and purchase in Customary



Law generally does not recognize any juridical transfer as in the KUHPerdat, this is because the sale and purchase of land in Customary Law is the transfer of Ownership Rights over land that has been agreed upon at a price and at the same time full payment will be made to the seller (Harsono, 2008). Buying and selling based on Customary Law is carried out with the principle of Cash, Light and Real.

Cash means that there is a payment of a certain amount of money (*Cash*) either fully or partly from the seller's agreement. While Terang means that land buying and selling activities are actually carried out in public (Traditional Head or Village Head or Land Deed Making Officer). Real means that there is a transfer of rights and there is a letter of transfer of rights signed by the seller, buyer and two witnesses.

General Sale and Purchase and Legal Conditions for Buying and Selling Land

Buying and selling in Arabic is called *al-bay* which means exchange or exchange each other. While buying and selling according to terminology is the exchange of property on a consensual basis (Mujiatun, 2013). So that buying and selling is an activity of exchanging both goods for money, goods for goods or money for money. Have a goal to benefit from the exchange.

Buying and selling in a legal context includes legal acts related to the transfer of ownership rights of goods that are the object of sale and purchase. In general, buying and selling activities are subject to legal provisions regulated in Chapter V of the Civil Code. Chapter V is regulated regarding the understanding, limitations and obligations of sellers and buyers (Bahreysi, 2018).

The transfer of rights through buying and selling is a deliberate act and there must be the will of the parties. To be called buying and selling, it is necessary to have a certain exchange rate for the object purchased. So in making evidence that there has been a sale and purchase, it is necessary to mention the object being traded and the exchange rate for the purchase.

Sale and purchase of land is a legal act in the form of handing over land rights forever from the landowner as a seller to another party as a buyer. Simultaneously the buyer hands over a certain amount of money in exchange. With the amount of the price in accordance with the agreement of both parties.

Buying and selling land is generally an activity of exchanging land objects for money to transfer ownership rights to the land. That the transfer of a property right then there has been a



legal relationship between the seller and the buyer. So that it will cause legal consequences that will be accepted. For this reason, it is necessary to register the transfer of property rights.

The legal requirements of a legal act in the transfer of title to land through the sale and purchase of land are divided into two types:

1. Material Requirements

Material requirements in buying and selling land are conditions or rules that regulate the rights and obligations of parties who carry out legal actions (buying and selling land). Material requirements greatly determine the validity of buying and selling land, which must be present in buying and selling land, among others (Wairocana, 2018);

1. Seller

The seller is the person or legal entity entitled to the land he sells. There needs to be clarity regarding the owner or prospective seller, in this case, of course, the seller is the legal holder of the right to the land. If the seller is not the legal owner of the land rights, then the sale and purchase can be null and void. If the seller is an individual who has family status, then to sell the right to his land requires approval from both parties (husband and wife).

2. Buyer

Is a person who has bound himself to make purchases in buying and selling land. For this bond, the buyer is obliged to fulfill the agreed payment.

3. Objects and Subjects of law

The objects of law over land relating to rights that can be used as objects of transfer of rights are; Property rights (article 20 UUPA), Business Use Rights (article 28 UUPA), Building Use Rights (article 35 UUPA), Use Rights (article 41 UUPA). For this reason, it is necessary to pay careful attention to the rights that exist in the object.

While the subject of law is the prospective buyer of land. considering Article 21 of the UUPA who can have ownership rights over land are Indonesian citizens and legal entities that have been determined by the Government.

4. Land free from disputes

Every buyer certainly does not want the land he buys to be or in dispute. In addition, the land that is traded includes rights that can be bought and sold or not.

If one of the above material conditions is not met, then the sale and purchase of the land is invalid or null and void (P. Parlindungan, 1990).

A. Formil Terms



This condition can be done if the material requirements have been met. So that the legal act of sale and purchase can be carried out before the Land Deed Making Officer (PPAT). For this legal action, a sale and purchase deed will be obtained, namely as a condition of sale and purchase. (Article 37 Paragraph (1) of Government Regulation Number 24 of 1997). Dispute Resolution of Illegal Sale and Purchase of Rice Fields

Ownership of land rights does not only concern a long period of ownership. The hope of all owners regarding land rights is that there will be no disputes over the land owned. Considering that disputes over land can harm the parties, both related to costs, time and neglect of activities on the land. Disputes always have negative consequences either for the owner of land rights or for other parties. This situation cannot be left too long, dispute resolution should be carried out immediately so that togetherness, harmony and unity are always maintained.

Article 5 of the Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 21 of 2020 concerning the Handling and Settlement of Land Cases, disputes are classified into three groups, namely:

1. Severe cases, when disputes involve many parties, have complex legal dimensions, potentially causing social, economic and even political and security turmoil.
2. Medium Case, is a case between parties that has a fairly clear dimension, and does not cause socio-political, economic and security turmoil.
3. Minor Cases, are cases of complaints or requests for instructions that are administrative technical in nature and the resolution is sufficient with a letter of settlement instructions.

Factors giving rise to land disputes

Every year land disputes occur both in urban and rural areas. This shows that the handling of land policy in Indonesia has not gone as expected. Here are some factors that cause land disputes according to Rusmadi Murad (Syarif, 2012);

- a. Disorderly land administration in the past.

Land tenure and ownership in the past were often not supported by evidence of orderly and complete administration. Often occurs between physical data in contrast to administrative data and juridical data.

- b. Overlapping laws and regulations.

The lack of integration of laws and regulations on agrarian and natural resources with regulations in the land sector, even in some cases contradict each other so that it can cause disputes.



- c. Inconsistent application of land law.

Law is no longer called law, if its existence has never been implemented. Because the application of law will provide guarantees for legal certainty in society. To realize this, consistent application of the law is needed.

- d. Inconsequential law enforcement.

Law enforcement is important in an effort to guarantee legal certainty. Especially in avoiding forgery of proof of land tenure, land grabbing, and other land problems. The process of buying and selling land according to procedures and without any elements of forgery will reduce the level of legal risk in the future (Nuli Bagyo & Indatirini, 2022).

1. Dispute Resolution

Settlement of land disputes can be done in two ways, namely settlement through litigation and settlement through non-litigation (Mudakir Iskandar Syah, 2019):

- a. Settlement Through Non Litigation

Socially normative, dispute resolution can be done through non-litigation channels, among others (Mudakir Iskandar Syah, 2019):

1. Conciliation

Conciliation is a process of resolving disputes outside the court by involving third parties who assist in communicating problems as neutral parties. The job of a conciliator is limited to arranging the time, meeting place, and directing the topic of conversation. Not infrequently conciliators also carry messages that are impossible to convey indirectly. In addition to these tasks, conciliators can also provide advice related to dispute resolution solutions (Rosita, 2017).

If the parties agree in the conciliation process, it is better for the parties to also write the results of the conciliation with signatures by the parties and witnesses. So that the case that has resulted in the conciliation of the parties, the problem is considered resolved (Mudakir Iskandar Syah, 2019).

1. Mediation

In essence, mediation is a form of dispute resolution that provides foresight to the parties. According to Priyatna Abdurrasyid, mediation looks forward by finding a solution where the parties can resolve their own disputes (Priyatna Abdurrasyid, 2002). Of course, in providing foresight in mediation activities, it is necessary to have a third person who acts as a mediator or called a mediator.

The task of the mediator in mediating is to establish relations with the parties, collect all problems complained by the parties, formulate problems, and build the parties to reconcile by designing strategies to achieve peace (Rosita, 2017).

2. Competent agencies

The settlement of this case can be done in institutions that have competence, can be institutions that handle land processes, namely the Ministry of Agrarian and Spatial Planning / BPN. Resolution through this channel will not only be acilited, BPN is also considered to know more about the problem as well as be able to find solutions to the problem. 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 (Oktaviani & Adjie, 2023).

The Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 21 of 2020 concerning the Handling and Settlement of Land Cases has provided explanations in handling disputes and conflicts. Article 6 paragraph (1) provides instructions for the stages of handling the sex, namely by reviewing cases, initial degrees, research, exposing research results, coordination meetings, final degrees and solving cases.

3. Arbitrage

Settlement by arbitration is an out-of-Court settlement. This method is almost similar to a settlement in Court, which is final and binding.

Article 1 of Law Number 30 of 1999 concerning arbitration and alternative Dispute Resolution explains that the method of arbitration resolution is settlement in the general court. This settlement is based on an arbitration agreement made in writing by the parties.

The advantage of using the arbitration resolution route is that dispute confidentiality can be guaranteed, faster to do, and the parties can determine the law to be determined, and the award taken can be binding on the parties (Rosita, 2017).

a. Settlement Through Litigation

The purpose of settlement through litigation is a settlement carried out through a judicial institution. This settlement entrusts the judge as the leader of the trial to decide the dispute fairly. In land disputes, settlement can be done through two courts, namely the General Court and the State Administrative Court.

The separation of settlements is based on differences in authority in adjudicating. The filing of a lawsuit submitted to the District Court must be the authority of the District Court. Likewise, the filing of a lawsuit submitted to the State Administrative Court must be the authority of the State Administrative Court. So that the filing of a lawsuit can be accepted and can be examined until the granting of a verdict.

1. General Court

The general judiciary is the judicial environment under the Supreme Court of the Republic of Indonesia which includes the High Court and the District Court. The duties and authorities possessed are receiving, examining, adjudicating, and resolving disputes (Syarif, 2012).

Resolving disputes in the general court used civil procedural law. So that in the judiciary the task of judges is to maintain the civil law system (Syarif, 2012). There are three types of civil lawsuits used to file dispute resolution, namely:

a. Voluntair Lawsuit

Voluntair lawsuits are also called petition suits. Submitted to the District Court in the form of an application signed by the applicant or his legal representative. The petition lawsuit has a distinctive characteristic, which is related to the issue submitted is unilateral interest, or there is no dispute with other parties (Harahap, 2017).

The legal basis for voluntair lawsuits is based on Article 2 and the explanation of Article 2 paragraph (1) of Law No. 14 of 1970 concerning the Basic Provisions of Judicial Power which has been amended by Law No. 35 of 1999. Which was replaced by Law No. 4 of 2004 concerning Judicial Power. The explanation of Article 2 paragraph (1) of Law No. 14 of 1970 is still relevant because the judicial power through the civil court body has the main task of examining, trying and resolving cases submitted to it. Provided that there is a dispute over the land (Syarif, 2012).

After the application is submitted and has been examined by the judge, it will give an answer in the form of a verdict. The decision from filing an application lawsuit can be in the form of a determination or called a decree, dictum is declaratory as an affirmation (Harahap, 2017).

b. Contentiosa Lawsuit

Unlike voluntair lawsuits, contentiosa lawsuits are lawsuits that are parties (there are defendants and plaintiffs) (Harahap, 2017). The position of the parties who file a lawsuit is called the plaintiff while the opponent in the case is called the defendant. Thus the characteristics of the contentiosa lawsuit are; the matter referred to the Court contains a dispute; there are parties; and is a *party with* the position of one party as the plaintiff and the other party as the defendant (Syarif, 2012).

Like any voluntair, contentiosa lawsuits submitted to the Court will be examined and get an answer. The form of settlement answer is in the form of a verdict or verdict (*award*) (Harahap, 2017)(Harahap, 2017). So that you can know which party won in the dispute.

c. Class Action Lawsuit

In general, a lawsuit is known as a representative lawsuit. A lawsuit through the Court is filed by one or more people representing the group. This grouping is based on common *interest*, common grievance, *and the objects demanded meet the benefits for all members* (Syarif, 2012).(Syarif, 2012)

1. State Administrative Court

Administrative disputes are disputes involving State institutions. Settlement of State Administration disputes is carried out in two ways, namely administratively and through lawsuits.

1. Administrative Efforts

This effort is based on Article 48 of Law No. 5 of 1986. This method was carried out due to dissatisfaction with the decision of the State Administration. This form of effort is in the form of administrative appeals, which are carried out by superior agencies or other agencies from those who issue decisions. And can take the form of objections, which are carried out by the State Administration agency or official who issued the decision (Syarif, 2012).

2. Efforts Through Lawsuit

This effort can be done by filing a written lawsuit with the State Administrative Court. By providing the underlying reasons for the lawsuit. And dumped the petition for the lawsuit.

In land disputes, lawsuits are often directed to the National Land Agency. This is

due to the decision of the National Land Agency in issuing property rights. Thus making him a defendant, to revoke and correct the decision.

Basically, the decision of the State Administrative Court can give a decision based on Law Number 5 of 1986 concerning the State Administrative Court in the form of:

1. Void or invalid the State Administrative Decision and the TUN Agency/Official that issued the decision to revoke the State Administrative Decree (Article 97 paragraph (8) of Law Number 5 of 1986).
2. Not only revoking the State Administrative Decision, the State Administrative Court can also impose a decision to issue a new State Administrative Decree and be burdened with compensation (Article 97 paragraph (9) and paragraph (10) of Law Number 5 of 1986).

Settlement through litigation has many advantages. Because the decision made by the Judge or the authorized official can have definite legal force and is final. So that the legal certainty of litigation settlement is clear and can impose (Rosita, 2017).

4. CONCLUSION

Referring to Article 1320 of the Indonesian Civil Code, the legal process of buying and selling land is an agreement on the price and competence of the parties. The buying and selling process is carried out in cash, light and real. This refers to the Customary Law that formed the National Land Law. Sale and purchase of land is required to make a Sale and Purchase Deed before the PPAT. The deed is useful for taking care of the reverse registration of the certificate name. This is explained in Article Article 37 Paragraph (1) of Government Regulation Number 24 of 1997. The buying and selling process is legally valid if material conditions are met. In relation to the rules governing the authority and competence of the parties, as well as the fulfillment of conditions by the buyer to become the holder of the right to the purchased land. The validity of buying and selling paddy fields is the same as buying and selling land in general. This is based on Law No. 5 of 1960 (UUPA), that as a basic land regulation that regulates land in general. The sale and purchase of paddy fields is canceled if it can cause a reduction in the minimum limit of agricultural land ownership. This is regulated through Article 9 of PP No. 56 of 1960 concerning the Determination of Agricultural Land Area. Dispute resolution can be done through litigation and non-litigation resolution. The advantage obtained when using litigation settlement is that it has definite legal force and is final.



REFERENCES

- Bahreysi, B. (2018). PERLINDUNGAN HUKUM BAGI KONSUMEN DALAM JUAL BELI SECARA ONLINE. *De Lega Lata*, 3, 1.
- Harahap, M. Y. (2017). *Hukum Acara Perdata Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan* (2 ed.). Sinar Grafika Offset.
- Harsono, B. (2008). Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya, Jilid 1. In *Edisi revisi. Jakarta: Penerbit Djambatan* (12 ed.). Universitas Trisakti.
- Klasifikasi, M. D. A. N., Hardjowigeno, S., Subagyo, H., & Rayes, M. L. (1950). *1. Morfologi Dan Klasifikasi Tanah Sawah*. 1–28.
- Mudakir Iskandar Syah. (2019). *Panduan Mengurus Sertifikat dan Penyelesaian Sengketa Tanah*. Bhuana Ilmu Populer Kelompok Gramedia.
- Mujiatun, S. (2013). JUAL BELI DALAM PERSPEKTIF ISLAM : SALAM DAN ISTISNA'. *Riset Akuntansi dan Bisnis*, 13.
- Nuli Bagyo, & Indatirini. (2022). Application of The Principle of Good Faith In Land Buying. *YURISDIKSI: Jurnal Wacana Hukum dan Sains*, 18(1), 114–125. <https://doi.org/10.55173/yurisdiksi.v18i1.129>
- Oktaviani, N., & Adjie, H. (2023). Juridical Analysis For Mediationland Dispute Resolution. *YURISDIKSI Jurnal Wacana Hukum dan Sains*, 18(4), 484–510.
- P. Parlindungan. (1990). *Pendaftaran Tanah di Indonesia*. Mandar Maju.
- Parnata, A. (2010). *Meningkatkan hasil panen dengan pupuk organik*. AgroMedia Pustaka. Bandung. PT Agro Media Pustaka.
- Priyatna Abdurrasyid. (2002). *Arbitrase dan alternative Penyelesaian Sengketa: Suatu Pengantar*. Fikahati Aneka.
- Rosita. (2017). Alternatif dalam Penyelesaian Sengketa (Litigasi) dan Non Litigasi). *Jurnal Of Islamic Law*, 6.
- Sahat H.M.T Sinaga. (2007). *Jual Beli Tanah dan Pencatatan Peralihan Hak*. Pustaka Sutra.
- Santoso, U. (2012). *Hukum Agraria Kajian Komprehensif* (2020 ed., Vol. 4). Kencana.
- Syarif, E. (2012). *Menuntaskan Sengketa Tanah Melalui Pengadilan Khusus Pertanahan*. Kepustakaan Populer Gramedia.
- Wairocana, N. K. D. A. dan I. G. N. (2018). Legalitas Jua Beli Tanah Dihadapan Pejabat Pembuat Akta Tanah. *Kertha Semaya*, 6.

