

DISORIENTATION OF JUSTICE VALUES IN THE MANAGEMENT POLICY OF BUILDING RIGHTS (HGB) ON MANAGEMENT RIGHTS (HPL) LAND

Melki Suhery Simamora, S.E, S.H, M.Kn
Prof.Dr.Mahmutarom HR, S.H., M.H
Dr.Umar Ma'ruf, S.H, CN

ABSTRACT

In its development, the land has a variety of important functions in people's lives, this is because the land is a support for the development of various human activities on this earth, including in Indonesia. This important land position resulted in the birth of the development of land use rights concept. The use of Building Rights (HGB) which was previously only subject to the Basic Agrarian Law No. 5 of 1960 and Government Regulation No. 40 of 1996 on Land Use Rights, Building Use Rights, and Land Use Rights, in its development the management of HGB is also regulated in Government Regulation No. 27 of 2014 on Management of State and / or Regional Property. In its development, Article 29 of Government Regulation No. 27 of 2014 on Management of State and / or Regional Property, states that the HGB above HPL is only for five years, whereas in the Basic Agrarian Law No. 5 of 1960 and Government Regulation No. 40 of 1996 on The Right to Use, Right to Build, and Right to Use the old land for the use of HGB over HPL expires when the time determined by the holder of the HPL has been completed. This is as intended in Article 35 of Government Regulation No. 40 of 1996 on Business Use Rights, Building Use Rights and Land Use Rights. So it is clear that the disharmonization between Article 29 of Government Regulation No. 27 of 2014 and Article 35 of Government Regulation No. 40 of 1996 on Rights of Business Use can cause injustice HGB holders. This shows that the discussion related to "Disorientation of Justice Values in Building Management Rights (HGB) Policy on Land Management Rights (HPL)" is interesting to discuss further.

Keywords: Disorientation, Building Use Rights (HGB), Management Rights (HPL), Policy, Value of Justice.

INTRODUCTION

Indonesia is a country based on law, this is expressly mandated in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. It consequences that every field of community in this country must be based on laws made accordingly clear by this country, including in terms of ownership as mentioned in Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia.

In its development, several land rights regulated in Article 4, Article 16, and Article 53 of Law No. 5 of 1960 on Agrarian Law. Article 4 of Law No. 5 of 1960 on Agrarian Law clearly states that the country owns the state's right to control land use. According to this right, various kinds of rights can be granted to and owned by people, both alone and together with other legal entities. The rights to land referred to the use of the land concerned, as well as the earth, water, and the space above it, is only needed for interests directly related to the use of the land within the boundaries - limits according to this law and other higher legal regulations.

Also, Article 16 of Law No. 5 of 1960 on Agrarian Law mentioned another land rights they are: a) Property rights; b) Cultivation rights; c) Building rights; d) Right of use; e) Lease rights; f) Right to open land; g) Right of harvesting forest products, and h) other rights not included in the rights mentioned above which will be determined by law and temporary rights as mentioned in article 53.

Based on the various rights that have mentioned above, it seems that the politic of Indonesian Agrarian Law has regulated land rights so that the use of land in terms of socio-cultural, economic and national development interests will be easily implemented in this country. However, in its development, not all land rights can create harmonious relations between the land user and the holder of land rights.

This problem comes from the process of using the Right to Build on Land Management Rights. The Building Right in its development can also apply on land, which is the right of Land Management held by the government or abbreviated as HPL. In its development, the regulation related to the transfer of management land functions, one of which is as an HGB above the HPL must be following the agreement of the HPL holder. It is under Article 22 of Government Regulation No. 40 of 1996 on Land Use Rights, Building Use Rights, and Land Use Rights which states that "Building Use Rights on Land Management Rights granted with a decision to grant rights by the Minister or a designated official based on the proposal for the holder of Management Rights"

Over time, the construction of various buildings for business purposes with the Right to Build on Management Rights has become more prevalent in Indonesia. The rise of the HGB-certified buildings on HPL land is also directly proportional to the increasing problems of HGB on HGU.

The issue of renewal of HGB above HPL often results in complicated problems and is detrimental to HGB holders both individually and in groups such as holders of HGB certificates from housing that are above HPL. Article 3 paragraph (1) of the Regulation of the Minister of Home Affairs No. 1 of 1977 on Procedures for the Application and Settlement of Granting Rights on Land Sections of Management and Registration, expressly state that:

The granting of the use of land which is part of the land management rights to third parties, must be made in a written agreement where the agreement contains a grace period for land use and an opportunity to extend the use of HPL land.

Furthermore, it seems that the period of use of HGB on the HPL depends on the HPL holder. If the application for HGB renewal the HPL is not approved by the HPL then the HGB is declared void due to law. It seems in Article 35 paragraph (1) letter (a) of Government Regulation No. 40 of 1996 on Land Use Rights, Building Use Rights, and Land Use Rights that states "the

expiration of the period as stipulated in the decision to grant or extend it or in the agreement of the award ". So that in its development resulting in injustice for consumers in the property business sector. Also in its development, information related to the status of property or housing development on HPL land has largely hidden by most property businesses in the country. It indicated by the rarity of property developers who inform the status of the land on which the property stands through the Permit to Establish Buildings and Certificate of Appropriateness to existing property consumers.¹

The results are, consumers trapped buying property on state land even though the property consumer only has ownership rights for flats which are very weak in terms of protecting ownership of property assets. It is because if an HGB not approved for an extension by the HPL holder then the HMSRS (Proprietary Rights of the Unit of Flats) are also deemed void. If you see Article 35 of Law No. 5 of 1960 on Agrarian Law, it is clear that HGB on HPL is only for 30 years which can only be extended for 20 years when the government approves it so that after 50 years HGB cannot be extended and automatically HGB which is owned by most property owners on HPL land also cannot be extended after the HGB has been declared non-renewable.

Then in Article 29 paragraph (2) of Government Regulation No. 27 of 2014 on Management of State and/or Regional Property, states that "the lease period for state or regional property is five years and can be extended". As for the extension of state or regional property, it regulated in Article 29 paragraph (3) No. 27 of 2014 on Management of State and/or Regional Property. According to Article 29, the period for leasing goods belonging to the state/region as referred to in paragraph (2) of Article 29 can be more than five years if the property belongs to the state/region are used to 1) Cooperation in infrastructure; 2) Activities that require more than five years, and 3) It otherwise determined by law.

Provisions regarding the lease period of state / regional property in its development also affect the owner of the HGB on HPL land. The provisions of Article 29 No. 27 of 2014 on Management of State and/or Regional Property have conflicted with the provisions of Article 35 of Law No. 5 of 1960 On Agrarian Law, whereby Article 35 of Law No. 5 of 1960 on Basic Provisions Agraria states that the HGB can be valid for thirty years and extended again for twenty years. So there has been a synchronization between Law No. 5 of 1960 on Agrarian Law and Government Regulation No. 27 of 2014 on Management of State and/or Regional Property.

This synchronization can be seen in the considerations and legal basis of Government Regulation No. 27 of 2014 on Management of State and/or Regional Property that does not fit to Law No. 5 of 1960 on Agrarian Law and Government Regulation No. 40 of 1996 on Land Use Rights, Building Use Rights and Land Use Rights. So the concept of state or regional property in the form of HPL land asynchronous with the HPL concept in Law No. 5 of 1960 on Agrarian Law and Government Regulation No. 40 of 1996 on Land Use, Land Use Rights and Land Use Rights, has against of the mandate of Article 28D paragraph (1), Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia. So that this problem against the First, Second, and Fifth Precepts of Pancasila. It also shows that there has been a disharmony between *das sollen* and *das sein*.

Based on this explanation, the problem of extending HGB through HPL resulted in injustice for building consumers located on HGB land located on HPL land. It is due to the lack of clarity related to legal protection for the holder's ownership certificates of the flats located on HPL land in this country. The problem creates disharmony between social justice values that realized in the mandate of religious norms, social norms, and legal norms that ultimately results in the politics of consumer protection law on useless HPL land that turn results in disruption of social order in the economic sector and social-culture.

In the economic sector, the form of economic losses consumers must buy property above the HPL at a high price and must be willing to come up with a low price due to the lack of certainty of the legal protection of its property. In the socio-cultural sector, will proliferate problematic property developers and create a community distrust in property businesses that impacts the economic sector in the form of decreasing property purchases, especially apartments.

PROBLEM STATEMENT

The issue discussed in this article related to the legal force of Building Use Rights over Management Rights after the issuing of Article 29 paragraph (2) Government Regulation No. 27 of 2014 on Management of State and/or Regional Property. It found out that asynchronous norm between Article 29 No. 27 of 2014 on Management of State and/or Regional Property and Article 35 of Law No. 5 of 1960 on Agrarian Law results in losses for consumers that is, in this case, is apartment holder.

This paper is a kind of normative study that is analyzed using the statutory approach and conceptual approach. The data used are secondary data consisting of primary legal data in the form of laws and regulations against of economic exploitation of children, secondary legal data in the form of supporting literatures, and tertiary legal data in the form of legal dictionaries and online information. The primary data found in this paper is part of the literature's citation from the previous research or the related topic paper.

DISHARMONIZATION OF POLICIES REGARDING HGB ON CURRENT HPL LAND

The existence of Article 29 paragraph (2) of Government Regulation No. 27 of 2014 has resulted HGB issues that are above the HPL. In its development, HGB that is above the HPL is often problematic. It observed in the Mediterranean Palace Residence in Kemayoran, East Jakarta. An apartment owned by property developer Agung Podomoro Group built on land owned by the Ministry of State Secretariat of Indonesia where the HGB period over his HPL expired in 2022. It is a dilemma for consumers who have a property in the apartment only learned about the HGB period on the HPL after buying a property in the Mediterranean Palace Residence. The term extension of HGB above the HPL circumvented by replacing it with the term "*strata title*".²

¹ Reja Hidayat, Time Bomb Apartment case in Jakarta: HGB on State Land, accessed via tirtoid, on January 14, 2019.

² *Loc. cit.* Strata Title is an ownership right to private housing units, which are joined ownership rights to a building complex consisting of executive rights to private space and shared rights to public space. See also: rumah.com, *What Is a Strata Title ?*, accessed on January 12, 2019. The information also can be seen at <https://tirtoid/bom-waktu-kasus-apartemen-di-jakarta-hgb-di-atas-tanah-negara-dRlZ>

Meanwhile, the term *strata title* does not exist in the legislation. This ambiguity leads to various legal protection issues for property consumers, specifically related to the legal force of building apartment units or even ownership certificates that ultimately do not function. It makes a new dilemma, namely the decline in selling prices of properties that purchased at high prices on HPL land. Furthermore, issues related to the extension of Building Use Rights over Management Rights complicated by the issuance of Government Regulation No. 27 of 2014 on Management of State and/or Regional Property.

That is because Article 29 paragraph (2) of Government Regulation No. 27 of 2014 on Management of State and/or Regional Property stated that "the lease period of state or regional property is five years and can be extended". As for state or regional property extension regulated in Article 29 paragraph (3) No. 27 of 2014 on Management of State and/or Regional Property which states that: The time period for leasing goods belonging to the state / region as referred to in paragraph (2) of Article 29 can be more than five years, in the event that goods belonging to the state/region are used to : 1) Cooperation in infrastructure; 2) Activities that require more than five years; and 3) To be determined otherwise by law.

Provisions regarding the lease period of state/regional property in its development also affect the owner of the HGB on HPL land. The provisions of Article 29 No. 27 of 2014 on Management of State and/or Regional Property asynchronous with the provisions of Article 35 of Law No. 5 of 1960 on Agrarian Law, whereby Article 35 of Law No. 5 of 1960 on Basic Provisions Agraria states that the HGB can be valid for thirty years and extended for the next twenty years. So, there has been asynchronous norms between Law No. 5 of 1960 on Agrarian Law and Government Regulation No. 27 of 2014 on Management of State and/or Regional Property.

This condition is detrimental to the owner of the building (apartment), where apartment owners are required to make their extensions. HGB refers to the right to construct a building on state land that requires Government approval in the form of a written agreement (authentic deed) between the landowner and the user/founder of the building.³ It consequences where apartment owners have to extend their rights, which according to Article 35 Law No.5 of 1960 on Agrarian Law is extended after 30 years and can be extended for a maximum of 20 years. Thus, apartment owners with HGB status can only have an apartment HGB for a maximum of 50 years. The consequence of Article 35 above is that apartment owners have at least once extended their HGB after exceeding their HGB ownership for 30 years. However, Article 29 paragraph (2) Government Regulation No. 27 of 2014 on Management of State and/or Regional Property regulates the extension of the lease of state/regional property every five years. This condition certainly puts apartment owners in uncertainty, given the existence of two conflicting arrangements. On the one hand, the status of the apartment was built with HGB on HPL land, where the HPL was considered as leased land that must be extended every five years. Thus, if the HGB holder doesn't extend the HGB, the HGB will automatically be revoked.

According to *Stufenbau's* theory or hierarchical legal theory, Hans Kelsen states that legal norms are tiered and arranged hierarchically. A lower norm sourced and based on the higher norms. The pattern continuously applied to meet the higher norm that cannot be explored further. This highest norm named the basic norm or *Grundnorm*. *Grundnorm* or basic norms are norms that are no longer formed by a norm. Basic norms formed in advance by the community and become hangers for other norms that are below it so that the basic norms said to be *presupposed*.⁴ According to Kelsen's theory, Pancasila is a *Grundnorm*. It means Pancasila is a basic norm that is a hanger for the legal norms below it. It is because Pancasila works as a based philosophy and as a source of all Indonesian law.

The law doesn't have an easy task, combining two different worlds that are the ideal world and the real world. A society feels impossible to wait for a legal vacuum so that people often demand to make rules covering the legal vacuum. It is related closely to legal certainty, which is not an ideal order and also not related to the habits of the people. Then, Satjipto Rahardjo stated that the law is a human work in the form of norms that contain instructions regarding human behaviors. In other words, the law reflects the will of the people regarding how to foster human beings and how to guide people in social life, of course. Therefore the law contains records of human ideas that always stand on the value of justice.

Furthermore, the development of law is different from morality because the law binds itself to the community, which is its social basis so that the law always pays attention to the community's needs and interests. Concerning the issue of justice, the law is difficult to realize so that it requires proper reflection and takes time. In its development, the community needs legal protection through legal certainty that can guarantee a sense of security in people's lives when they are doing legal acts. To implement the law as well as its enforcement, Gustav Radbruch states that the law should have justice, decency, and legal certainty as to its based value.

a. Justice Value

Indeed the concept of justice is very difficult to find benchmarks because it is fair for one party not necessarily to be felt by the other party. The word *keadilan* (justice) comes from the word *adil* (just), which means it can be accepted objectively.⁵ Furthermore, according to Aristotle⁶, there are several notions of justice, including equality-based, distributive, and corrective

³ Harry Nugroho, *Perlindungan Hukum Pemegang Hak Guna Bangunan di Atas Hak Pengelolaan (Studi Kasus Hak Guna Bangunan di atas Hak Pengelolaan Nomor: 1/Bandarjo, Kecamatan Ungaran Barat, Kabupaten Semarang)*, *Master's Thesis, Faculty of Law, Universitas Diponegoro*, 2012, pg.116

⁴ The theory of Hans Kelsen's level of law was inspired by the theory of Adolf Merkl. Adolf Merkl stated that a legal norm always has two faces or *das Doppelte Rechtsantlitz*. In his theory, Adolf further explained that an upward and downward legal norm means to the top that the legal norms are sourced and based on the legal norms above, downward legal norms mean that the legal norms become the source and basis for legal order underneath. So that the legal norms have a relative period of time or *rechtskracht*. it means that if the norms above are gone then the norms that are below are also gone. See: Maria Farida Indrati S., *Ilmu Perundang-Undangan, Jenis, Fungsi, dan Materi Muatan*, (Yogyakarta: PT Kanisius, 2007), p. 41-42.

⁵ Algra, dkk., *Mula Hukum*, Jakarta, Binacipta, 1983, p. 7.

⁶ Aristotle, (384 BC - 322 BC) was a Greek philosopher. He writes on a variety of subjects, including physics, metaphysics, poetry, logic, rhetoric, politics, government, ethnicity, biology, zoology, natural sciences, and works of art. Together with Socrates and Plato, he is considered to be one of the three most influential philosophers in Western thought. Quoted from <http://id.wikipedia.org/wiki/Aristoteles/keadilan>. retrieved on 13 December 2016, at 21:00 GMT + 8. p. 1

justice.⁷ Equity is based on equality, based on the principle that law binds everyone, so the justice to be achieved is understood in the context of equality. The similarities intended here consist of numerical similarities and proportional similarities. Numerical equality is based on the principle of equality of each person before the law, while proportional equality is giving everyone what they are entitled. Distributive justice is synonymous with proportional justice, where distributive justice is based on the granting of rights under the size of the service. In this case, justice is not based on equality, but following their respective proportions (proportional). Corrective justice basically is justice that rests on the rectification of a mistake, for example, if there is a mistake of someone who causes harm to others. The person who caused the loss must provide compensation to the party receiving the loss to recover the situation as a result of mistakes made.⁸

Meanwhile, according to Thomas Aquinas⁹, justice can be divided into two, namely justice that is general and justice that is specific. General justice is justice that is formulated in legislation that must be obeyed in the public interest. As for special justice, justice is based on equality or proportionality.¹⁰

Then according to Satjipto Rahardjo, "justice is the essence or nature of the law."¹¹ Justice can not only be formulated mathematically that what is called fair if someone gets an equal share with others. Because there is actually justice behind something that appears in these No.s (metaphysical), formulated philosophically by law enforcers, namely judges.¹²

b. Legal Certainty

Certainty in law is intended that each legal norm must be formulated with the sentences in it not containing different interpretations. The result will bring obedient or non-compliant behavior to the law. In practice, many legal events arise, which when confronted with the substance of the legal norms that govern them, sometimes are unclear or imperfect resulting in different interpretations that result in uncertainty. Certainty in law is intended that each legal norm must be formulated with the sentences in it not containing different interpretations. The result will bring obedient or non-compliant behavior to the law. In practice, many legal events arise, which when confronted with the substance of the legal norms that govern them, sometimes are unclear or imperfect resulting in different interpretations that result in uncertainty.

Furthermore, Satjipto Rahardjo said that, "One aspect of legal life is a certainty, that is, the law intends to create certainty in relations between people in society". In practice, it turns out that we can see a lot of people seeking justice, especially the weak economy, who feel they do not get legal certainty. This is because the judicial process in Indonesia is relatively long, and the costs are quite expensive, even though one of the objectives of establishing a court is to obtain legal certainty.¹³

Therefore, the meaning of a legal certainty is a very important thing for the community, the legal certainty as outlined in the judge's decision is the result based on the facts of the trial, which are legally relevant and considered with a conscience. Judges are always demanded to always be able to interpret the meaning of laws and other regulations that are used as a basis for the application.¹⁴

c. Expedience Value

According to Jeremy Bentham, "the law can only be recognized as law if it gives maximum benefit to as many people as possible."¹⁵ Basically, according to Satjipto Rahardjo, among the three basic values of the law, there is often tension or *spannungsverhältnis*. It means that the three basic values have different charge contents. That is because in every process of realizing these three basic values are inseparable from the interests of individuals or groups in a complex society.¹⁶

Based on the explanation, it can also be stated that the issue of extending HGB over HPL has resulted in the problem of injustice for consumers of buildings located on HGB land located on HPL land. It is due to the lack of clarity related to legal protection for holders of certificates of ownership of the flats located on HPL land in this country. Such a problem results in disharmony between the mandate of social justice values, it's realized in the mandate of religious norms, social norms, and legal norms ultimately resulting in the politics of consumer protection law on useless HPL land which in turn results in disruption of social order in the economic sector and social-culture.

⁷ J.H. Rapar in Bahder Johan Nasution, Kajian Filosofis tentang Konsep Keadilan dari Pemikiran Klasik sampai Pemikiran Modern, *Jurnal Yustisia*, Vol.3, No.2, Mei-Agustus 2014, p.120-121.

⁸ *Ibid.*

⁹ Thomas Aquinas (1225-1274) was born in Roccasecca near Naples, Italy. He was a philosopher and theologian from Italy who was very influential in the Middle Ages. Thomas Aquinas's famous work is *Summa Theologiae* (1273), which is a book which is a synthesis of Aristotelian philosophy and the teachings of the Christian Church. Quoted from <http://id.wikipedia.org/wiki/Thomas/Aquinas/keadilan> accessed 13 December 2016, accessed 13 December 2016, at 21:30 WIB. p. 2

¹⁰ Bahder Johan, *Op.Cit.*, p.122.

¹¹ Syafruddin Kalo, "Penegakan Hukum yang Menjamin Kepastian Hukum dan Rasa keadilan Masyarakat" retrieved from <http://www.academia.edu.com> on 8 December 2016, pp. 5.

¹² *Ibid.*

¹³ Badai Husain Hasibuan dan Rahmi Purnama Melati, "Asas Kepastian Hukum Dalam Peradilan Indonesia" retrieved from <http://www.amiyorazakaria.blogspot.com> retrieved on 9 December 2016, p. 1. It also originally written in Satjipto Rahardjo, *Ilmu Hukum*, Bandung: Citra Aditya Bakti, 2012, p.4 and 16.

¹⁴ Syafruddin Kalo, *Op. cit.*, p. 4.

¹⁵ Mohamad Anurrohman, "Keadilan, Kepastian, dan Kemanfaatan Hukum di Indonesia" retrieved from <http://www.academia.edu.com> on 9 December 2016, p. 7.

¹⁶ Satjipto Rahardjo, *Pengantar Ilmu Hukum*, Citra Aditya Bakti, Bandung, 2014, p. 19-20.

IMPLEMENTATION OF STATE LAND MANAGEMENT IN SEVERAL COUNTRIES

a. Japan

Land development plans in urban areas have been carried out in Japan ten years before the acquisition of land for public development.¹⁷ The new city area planned for ten years consists of urban people's areas that choose to live in the urban areas and other areas that function as control areas for the growth of urbanites who move to the new city.¹⁸ It is clearly able to minimize overlapping land use, including land use for one's private interests.

b. The United States

It is indicated by the existence of regulations on management and land use that applies to the United States, where the cost and the period of land rent are determined according to an agreement between the government and the community agreed upon by the existence of a joint agreement.¹⁹

Both in Japan and the United States, it is clear that in terms of the use of state-owned land is not regulated without a mature urban development plan and is also not done capitalist where the agreement is only on the government alone. However, the practice is done with a well-planned master plan related to land use planning such as in Japan and based on a fair agreement where the existing contract also includes the rights of people in a balanced way like in America. So, it is necessary to reorient the legal politics of regulating HGB management on HPL land, based on Pancasila.

It can happen with the abolition of Article 29 paragraph (2) of Government Regulation No. 27 of 2014 on Management of State and/or Regional Property because of the norm asynchronous with Law No. 5 of 1960 on Agrarian Law and Government Regulation No. 40 of 1996 on The right to use the land, the right to use the building and the right to use the land in terms of the validity period of the HGB. Its value normatively against Article 28D paragraph (1) and Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia, so that this problem contradicts to the First, Second, and Fifth principle of Pancasila.

In this case, it appears that there has been a disharmony between *das sollen* and *das sein*. So, the law is no longer able to realize its task, which is nothing but to realize justice, expedience, and regularity in Indonesian society.

CONCLUSION

Based on the explanation above, we know that *firstly* the existence of Article 29 paragraph (2) of Government Regulation No. 27 of 2014 on Management of State and/or Regional Property asynchronous with the provisions relating to the regulation of HGB on HPL as stipulated in Law No. 5 of 1960 Regarding Agrarian Law and Government Regulation No. 40 of 1996 on Land Use Rights, Building Use Rights and Land Use Rights in terms of the concept of the validity period of HGB. It is conflicted with the mandate of Article 28D paragraph (1) Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia, so that this problem conflicted to the First, Second, and the Fifth principle of Pancasila.

Secondly, Indonesian state-owned land management is different from state-owned land management in Japan and America. Japan makes a master plan allotment of land functions that can minimize the friction because of the land. While in America, the community's involvement highly considered in the plan to transfer community land to land intended for the public facilities construction, so that it is also able to minimize the friction of interests in land acquisition both for HGB and the state. It indicated by the involvement of the community in determining the length of time of use and the amount of the cost of leasing state-owned land for private interests.

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¹⁷ Basically, equitable land acquisition is needed in urban areas, this is due to the increasingly limited existing urban spatial planning. See: Mirda Aprilia Aeni Mafiroh and Umar Ma'Ruf, *Pelaksanaan Ganti Rugi Dalam Pengadaan Tanah Untuk Pembangunan Banjir Kanal Timur Di Kelurahan Terboyo Kulon Kecamatan Genuk Kota Semarang* (Implementation of Compensation in Land Procurement for the Development of East Canal Floods in Terboyo Kulon Village, Genuk District, Semarang City), Proceedings of the UNISSULA 2 Student Scientific Conference, Semarang, 18 October 2019, p. 455.

¹⁸ World Bank, *Case Study Land Readjustment In Japan*, Retrieved from worldbank.org on 21 April 2020.

¹⁹ Qiqi Zhang dan Mu Zhang, *Research on the Public Land Management in the United States and Its Reference for China*, *American Journal of Industrial and Business Management*, 2018, 8, p.985-991.

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the 1945 Constitution of the Republic of Indonesia

Law No.5 of 1960 on Agrarian Law

Government Regulation No. 27 of 2014 on Management of State and/or Regional Property

Melki Suhery Simamora, S.E, S.H, M.Kn
School of Law
Universitas Islam Sultan Agung
Semarang, Indonesia

Prof.Dr.Mahmutarom HR, S.H., M.H
School of Law
Universitas Wahid Hasyim
Semarang, Indonesia

Dr.Umar Ma'ruf, S.H, CN
School of Law
Universitas Islam Sultan Agung
Semarang, Indonesia