

Dispute of Former Building Use Rights Decision Number 2204 K/Pdt/2018/PN Smg

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Abstract

The purpose of this study was to analyze the dispute over the former Building Use Rights (HGB) Decisions 2204 K/Pdt/2018/PN Smg, by analyzing how the status of former HGB land is disputed and the legal consequences of the expiration of HGB and the steps that can be taken so that the certificate remains valid. This research is a normative research. Where the normative juridical approach is research that uses library materials or secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials as the main legal materials. Research result showed that the court rejected the cassation request from the LANNE TEDJAWINATA Cassation Petitioner, and punished the Cassation Petitioner to pay court fees at this level of cassation in the amount of Rp. 500,000.00 (five hundred thousand rupiahs). On the basis of this decision, the control over the object of dispute by the defendants is not an act against the law, because the land of the object of dispute is state land controlled by the defendants. The legal consequences of a dispute over a former HGB within a certain period of time is that the right to lose its rights due to expiration, i.e. if the party who has controlled the land for a certain period of time and the land becomes state land, the party who controls the land can submit an application for the land to the agency which has the authority to fulfill the conditions determined by the applicable regulations in accordance with Presidential Decree No. 32 of 1979. Former Western land converted into HGB deadline for 20 years since UUPA, so that in 1980 HGB was expired and the land became state land.

Keywords

disputes; former building use rights; district court decisions



I. Introduction

Humans live and carry out activities on the ground so that at any time humans are always in contact with the ground. It can be said that almost all activities of human life, either directly or indirectly, always require land (Arisaputra, 2013). Economic values, social values and cultural values owned by land make land a source of human economic life (Asikin, 2014). This is inseparable from the dual function of land, namely as a social asset and capital asset, so that human life cannot be separated from land (Permatasari et al., 2018). The economic condition of the population is a condition that describes human life that has economic score (Shah et al, 2020). Economic growth is still an important goal in a country's economy, especially for developing countries like Indonesia (Magdalena and Suhatman, 2020).

The need for land today with the increase in population, resulting in a limited amount of land to be used as a source of income and a place to live, so people need to get a guarantee of legal certainty and legal protection of land ownership rights (Hidayat, 2016). In fulfilling land needs, there are often problems that are oriented towards creating legal

certainty regarding the location and area of land, types of land rights and the amount of compensation money (Djanggih & Salle, 2017). The increasing population growth, the demand for land availability is also getting higher.

According to Presidential Decree No. 32 of 1979, land for conversion of Western rights that are not converted into Ownership Right, such as HGB, has a maximum term of 20 years since 1960. Until 1980 the land became state land. In Law No. 5 of 1960 (UUPA) Second Dictum Articles I, III and V stated that land rights from the conversion of Western Rights would expire no later than September 24, 1980 and therefore from that time on became land that was directly controlled by the state.

Furthermore, to regulate the legal consequences of these provisions, Presidential Decree no. 32 of 1979 concerning Policy Principles in the Context of Granting New Rights to Land of Origin Conversion of Western Rights, and as a follow-up to the Presidential Decree has been issued The Minister of Home Affairs Regulation No. 3 of 1979. The purpose of the two regulations is except to emphasize the status of land as land that is directly controlled by the state, at the expiration of the land rights from which the conversion of Western rights to land ends (R Subekti, 2021).

Which is the subject of policy in Presidential Decree no. 32/1979 is a reaffirmation of the expiration of the original land rights Conversion of Western Rights (which were converted into Business Use Rights, Building Use Rights and Use Rights) on September 24, 1980, (Afandi, 2008) which is also the principle that has been outlined in the UUPA, with the intention of being able to completely terminate the validity of the remaining Western rights to land in Indonesia with all its characteristics that are not in accordance with the Pancasila and the 1945 Constitution, therefore the land rights from the origin of the Western Rights Conversion will not be extended. again and its status becomes land controlled by the state, and subsequently by the state the use, control and ownership of land will be reorganized through the granting of new rights (Hutagalung & Gunawan, 2005). The success of leadership is partly determined by the ability of leaders to develop their organizational culture (Arif, 2019)

The Basic Agrarian Law regulates the conversion provisions in the second part consisting of Article I to Article IX. One of the provisions stipulated in the conversion provisions is the existence of former *eigendom* rights. The Basic Agrarian Law has given a time limit for conversion until September 24, 1960, foreign rights who own land based on the Civil Code must transfer these rights to Indonesian citizens within one year, if their rights fail to become land that is again controlled by the state.

In Article I of the Provisions for the Conversion of the Basic Agrarian Law, it is stated that the *eigendom* rights to land that existed at the time this law came into effect became property rights, only possible if the subject of the right had become an Indonesian citizen on September 24, 1960. Foreigner, dual citizenship and legal entities cannot have ownership rights, they can only be converted into building use rights with a period of 20 years. If the *eigendom* right is encumbered with an *opstal* right or an *erfpacht* right, then the *opstal* right and the *erfpacht* right become a building use right, which burden the property right in question for the remaining time of the *opstal* right or *erfpacht* right for a maximum of 20 years.

The existence of abandoned land is still a complicated problem, and the settlement process tends to be protracted. Whereas the 1945 Constitution (UUD 1945) as the State Constitution and Law No. 5 of 1960 on basic basic rules of Agrarian Principal (UUPA) as derivatives, does not allow the occurrence of abandoned land in Indonesia. Article 33 paragraph (3) of the 1945 Constitution states: "The earth and water and natural wealth contained therein are controlled by the state and used for the greatest prosperity of the

people" State Authority based on the provisions of the 1945 Constitution is further strengthened in Article 2 paragraph (1) and paragraph (2) of the UUPA.

Related to the period of mastery of the right to build refers to Article 25 Paragraph (1 and 2) of Government Regulation No. 40 of 1996 concerning The Right to Business, Right to Use Building, and Right to Use Land, mentioning that after the period of rights for buildings and their extension ends, to former rights holders can be granted renewal of the right to build on the same land.

A common problem that often occurs related to building rights is that people who hold land rights do not realize that the occupied land has expired, causing disputes related to legal certainty (legality) of land tenure. This condition finally puts the law as the main legal protection in regulating and resolving legality disputes.

II. Research Method

This research is a normative research. Where the normative juridical approach is research that uses library materials or secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials as the main legal materials. The normative approach to law identifies and conceptualizes law as the prevailing norms, rules, and regulations. While the Empirical approach is carried out by examining cases that occur in the field. In particular, a complete and clear description of the juridical review of the holder of the building use rights that has expired.

In this case, secondary data obtained from the library is used, namely in the form of legislation, decision courts, Normative legal theories and opinions of para eminent scholar in the field of legal studies. Literature research is carried out by searching and collecting and researching library materials which are secondary data related to the title and subject matter. Data collection technique was carried out through collection of legal materials, then analyzed using qualitative analysis, namely collecting data, qualifying, then connecting theories related to the problem and finally drawing conclusions to determine the results.

III. Results and Discussion

3.1 Status of Former HGB Land that is the Object of Dispute

The legality of ownership of land or property is very important and needs to be proven. The cases that still occur are land ownership or property is the status of the land which is still limited to a Building Use Rights (HGB) certificate. Hence, the land rights holders would want to have a stronger ownership status.

There are several articles and ministerial regulations which related with the legal status of building use rights that have expired that need to be analyzed, including :

- a. Decree of the Minister of Agrarian Affairs / Head of the National Land Agency No. 9 of 1997 concerning the Granting of Land Rights for Very Simple Houses (RSS) and Simple Houses (RS).

In the General section of Article I of this decision it is stated that what is meant by:

1. The Main Building Use Rights are Building Use Rights on land which then broken down into smaller parcels of land or part of it separated to be registered as separate plots of land. Change of rights is the Government's stipulation regarding the confirmation that the original plot of land fulfilled with the Building Use Rights, at the request of the right holder it becomes state land and at the same time give the land to him with the Ownership Right.

2. Management rights are the control rights of the State whose implementation authority is partially delegated to the holder. What is needed underlined in that article is article 1 paragraph (1) and (2), meaning that paragraph (1) can be interpreted that a developer who buys land with status property rights that will be used for housing then status the land is reduced to building use rights and sold or broken up into smaller pieces and into separate parts and has its own name holder until a change of rights from building rights to ownership rights is proposed. As for paragraph (2) it can be interpreted that the change with the land as described in paragraph (1) can be requested a change in the right that was the status of the former from the Right to Build in the process into State land, after which it is proposed to be property rights. The status of ownership of a Certificate of Property is the most powerful ownership status without interference or the possibility of being owned by another party. How to convert HGB to SHM is done at the Land Office in the area where the land is located.
- b. Decree of the Minister of State for Agrarian Affairs/Head of the Land Agency National Number 1 of 1998 about Expansion Granting of Land Ownership for RSS/RS.
According to Decision Minister of State for Agrarian Affairs / Head of Agency National Land It is contained in Article 2 which reads as follows:
Expanding the granting of land ownership rights to RSS/RS according to Ministerial decree State Agrarian/Head of National Land Agency Number 9 of 1997, so that it covers land with Building Use Rights for RSS/RS on State land and land Management rights belonging to Indonesian citizens who have expired time period.
1. Registration of Ownership Rights on RSS/RS land whose Building Use Rights have been finished as referred to in paragraph (1) shall be carried out and processed in accordance with the provisions of in Decision State Minister of Agrarian Affairs/Head of the National Land Agency Number 9 of 1997.
The provisions of article 2 can be interpreted that both paragraphs (1) and (2) provide power and the interpretation that HGB on state land can be subject to change of rights even though its validity period has expired.
Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency No. 9 of 1999 concerning the Procedure for Granting and Cancellation of State Land Rights and Management Rights, Paragraph 3 of the Procedure for Extension of Term and Renewal of Building Use Rights.
Government Regulation of the Republic of Indonesia Number 40 of 1996 concerning The Right to Business, Right to Use Building and Land Use Rights Article 36 and Article 37 on the removal of The Right to Use Buildings that expires which reads as follows:
Article 36 stipulates:
 - a) The removal of the Right to Build on state land as referred to in Article 35 resulted in its land becoming state land..
 - b) The removal of the Right to Build on land Management Rights as referred to in Article 35 resulted in the land returning to the control of the holder of the Management Rights.
 - c) The removal of the Right to Use Buildings on Property Rights land as referred to in Article 35 resulted in the land returning to the ownership of the Holder of Property Rights.
 Furthermore, Article 37 stipulates:
If the Right to Use Buildings on State land is removed and not renewed or not renewed, then the former holder of The Right to Build is obliged to dismantle the

building and the objects on it and submit the land to the State in an empty state no later than one year from the removal of the Right to Use the Building..

2. In the event that the buildings and objects as referred to in paragraph (1) are still needed, the former right holders shall be given compensation in the form and amount of which shall be further regulated by a Presidential Decree.
 - a) The demolition of buildings and objects as referred to in paragraph (1) shall be carried out at the expense of the former holders of Building Use Rights.
 - b) If the former holder of the Right to Build is negligent in fulfilling the obligations as referred to in paragraph (1), the building and objects on the land of the former Right to Build shall be demolished by the Government at the expense of the former holder of the Right to Build.

From the four regulations and articles mentioned above which regulate the Legal Status of Building Use Rights which have expired, the author can conclude that:

- 1) Due to the limited period of time and The Right to Use Building, in the legislation has been provided two ways that allow holders of The Right to Build whose term ends remain holders of the Right to Build, namely: First, through the extension of rights. The second is through the renewal of rights.
- 2) Extension of rights is addition time period enactment of a right without change terms-conditions in granting the right. While the renewal of rights is entitlement the old one to the rights holder the land that has been owned with the Right to Build after the term of the right it or the extension ends (Article 1 point 6 and 7 PP 40/1996).
- 3) Extension of Building Use Rights (HGB), which is carried out both before and after the expiration of the HGB.
- 4) Because the HGB Certificate has expired, the land rights return to the State (controlled by the State). While the land rights holder has died, the land rights fall to the heirs. The procedure is not an extension of land rights, but a 'land title application'
- 5) Building Use Rights that expire must be renewed or upgraded to property rights before their validity expires and if the right to the building that expires is not renewed then the status of the land will return to the original status of the land, if initially from the land of the state will return to the state and if the land from the management land will return to the holder of management rights and if the property rights then return to the the holder of the property and in accordance with the agreement. This is in accordance with Article 36 PP 40/1996 which reads:

In reality, there are still many holders of Building Use Rights (HGB) that have expired, not to extend the Right to Build (HGB). This is due to the ignorance of the holders of The Right to Build (HGB) that the certificate of Building Use Rights (HGB) that has expired must be updated immediately (Ambika, 2017).

The case of the former HGB rights Number 186/Gabahan, which is described in the Situation Drawing Number 2571/1980, with an area of $\pm 286\text{m}^2$ and Number 187/Gabahan, which is described in the Situation Drawing Number 2572/1980, with an area of $\pm 242\text{m}^2$, the Semarang City District Court has given its Decision Number 2204 K/Pdt.G/2018/PN Smg, whose ruling rejected the plaintiff's claim in its entirety and granted the plaintiff's claim for reconvention in part, namely that the defendant did not commit an unlawful act and the cancellation of the agreement on the transfer of land rights made by foreign nationals, as well as the former HGB land was determined as state land. Then the decision was upheld by the Semarang High Court with Decision 390/Pdt.G/2016/PN Smg., dated

June 20, 2017. In the appeal to the defendants, the decision was rejected by the Supreme Court. The same thing in the review was rejected in Decision Number 519/Pdt.G/2017/PN Smg., dated December 13, 2017.

3.2 In the Point of the Matter

Rejecting the lawsuit of Plaintiff Constituency / Defendant Reconvention against Defendant Contension / Plaintiff Reconcence;

In Reconctive:

Granting the Lawsuit Of Plaintiffs Of Recontention/Defendant Contension for some; Declare the Building Use Rights Certificate below:

- a. Building Use Rights No. 187/Gabahan, outlined in Situation Figure No.2572/1980, with an area of ± 242 M², On behalf of LIEM MO LIEN SOEI KIE Foundation, domiciled in Semarang, located locally known as Jalan Jagalan No.32, Gabahan Village, Central Semarang Subdistrict, Semarang City;
- b. Building Use Rights No. 186/Gabahan, outlined in Situation Figure No.2571/1980, with an area of ± 286 M², On behalf of liem MO LIEN SOEI KIE Foundation, domiciled in Semarang, located locally known as Jalan Jagalan No.32, Gabahan Village, Central Semarang Subdistrict, Semarang City; It has expired its rights since September 24, 1980 and its status as the land of the former state HGB No. 186 and HGB No. 187 Gabahan Village, and currently defendants of reconsension / Plaintiffs of Consension are not the owners / holders of land rights of the former state land HGB No. 186 and HGB No. 187 Gabahan Village. ;

c. Rejecting the lawsuit of Plaintiff Recontention / Defendant I The rest of the Contension; Based on Decision Number 2204 K/Pdt.G/2018/PN Smg, there are at least three main issues as considered by the panel of judges for analysis, namely: first, acts against the law. The plaintiff argued that the defendants had occupied and built a house on the object of dispute and enjoyed the results, without the right to have rented out the object of dispute, to the defendants. the reasons for the cassation cannot be justified, because after examining the memorandum of cassation and the counter memorandum of cassation related to Judex Facti's considerations in this case the Central Java High Court in Semarang which upheld the decision of the Semarang District Court, it turned out that Judex Facti did not wrongly apply the law with the following considerations :

1. Whereas the object of the dispute of Building Use Rights Number 186 and Building Use Rights Number 187 is state land for which new rights have not been issued and Convention Defendants/Reconventional Plaintiffs have paid Land and Building Tax on disputed objects from 2000 to 2017 where Convention Defendants/Plaintiffs The Convention has also lived on the object of dispute continuously for more than 20 (twenty) years from 1970 to 2017 without any interference from other parties so that the Convention Defendant/Reconvention Plaintiff has priority to file for land rights in the *a quo* case;
2. That after all the reasons regarding the assessment of the results of evidence that are appreciative of a fact, which cannot be considered in the examination at the cassation level, because the examination at the cassation level only deals with negligence in fulfilling the conditions required by the legislation which threatens the negligence with the cancellation of the relevant decision or if the Court is not authorized or exceeds the limits of its authority, as referred to in Article 30 of Law Number 14 of 1985 as amended and added in Law Number 5 of 2004 and the second amendment by Law Number 3 of 2009;

Considering, whereas based on the above considerations, it turns out that the Judex Facti/Central Java High Court in Semarang in this case does not conflict with the law and/or legislation, then the cassation petition filed by the LANNE TEDJAWINATA Cassation Petitioner must be rejected;

Considering, that due to the cassation request from Applicant The cassation is rejected and the cassation applicant is on the losing side, then the cassation applicant is sentenced to pay court fees at this level of cassation;

Taking into account Law Number 48 of 2009 concerning Judicial Power, Law Number 14 of 1985 concerning the Supreme Court as amended and supplemented by Law Number 5 of 2004 and the second amendment to Law Number 3 of 2009 and other relevant laws and regulations;

3.3 JUDGE

- a. Reject the cassation request from the LANNE TEDJAWINATA Cassation Petitioner;
- b. Punishing the Cassation Petitioner to pay court fees at this level of cassation in the amount of Rp. 500,000.00 (five hundred thousand rupiahs);

On the basis of this decision, the control over the object of dispute by the defendants is not an act against the law, because the land of the object of dispute is state land controlled by the defendants.

The elements of an unlawful act according to (Fuady, 2005) are the existence of an act; the act is against the law; there is an error on the part of the perpetrator; there is a loss for the victim; and there is a causal relationship between the act and the loss. In determining the existence of elements of unlawful acts, the principle of *similia similibus* and the principle of *res judicata pro veritate habetur*, namely that the defendant violated the subjective rights of the plaintiff (Butarbutar, 2018). Acts against the law are not only real actions in the field (Shidarta, 2017), and not just interpreted as an act against the law only (Shidarta, 2011).

Due to the Law of Expiration of HGB and Steps that can be taken so that the certificate remains valid

Ownership of land rights is known for rights including Property Rights, Business Use Rights, Building Use Rights, and Right to Use. In addition to the popular land rights are the right to build. As the name implies the right to the building gives the right to own the building on land that does not belong to him, given a maximum period of 30 years and can be extended for 20 years and after extension can also be renewed for 30 years. In Article 21 of Government Regulation No. 40 of 1996 on Business Use Rights, Building Use Rights and Land Use Rights stipulated that "Land rights for buildings can be obtained from state land, land management rights, and property rights..

In Article 30 of Government Regulation Number 40 of 1996 it is explained that the holder of the Right to Build is obliged to use the land and buildings in accordance with their designation and requirements as stipulated in the decision and the granting agreement, properly maintain the land and buildings on it and preserve the environment, hand over the land given with the Building Use Right to the State, the holder of the Management Right or the holder of the Ownership Right after the Building Use Right is abolished, hand over the certificate of Building Use Rights that has been canceled to the Head of the Land Office.

Then it is also explained in article 35 of Government Regulation No. 40 of 1996 that the right to build can be removed due to the expiration of the period as stipulated in the decision of grant or extension or in the grant agreement, canceled by the holder of the Management Rights or the holder of Property Rights before the term expires, released

voluntarily by the rights holder before the expiration period, revoked in the public interest, abandoned by the holder of the Right to Build and the land destroyed.

If the Right to Build on State land is removed and not renewed or not renewed, then the former holder of The Right to Build is obliged to dismantle the building and the objects on it and submit the land to the State in an empty state no later than one year from the removal of the Right to Build. If the building and the objects in it are still needed, then the former rights holder must provide compensation that the form and amount has been determined by the government. And if the former holder of The Right to Build is negligent in fulfilling his obligations above, then the building and objects on the land of the former Right to Build are dismantled by the Government at the expense of the former holder of The Right to Build. If the Right to Use Buildings on Land Management Rights or on Property Rights land is removed as described in Article 35 of Government Regulation No. 40 of 1996 mentioned above, then the former holders of Building Use Rights are obliged to hand over their land to the holders of Management Rights or Ownership Rights holders and fulfill the provisions laid down. It has been agreed in the land use agreement with Management Rights or in the agreement for the granting of Building Use Rights on the land with Ownership Rights.

Disadvantages of HGB, one of which is the HGB certificate does not indicate you as a land owner, but only allows you to use the land such as building on land to open a business or residence. This certificate also has a period of time, which is a maximum of 30 years. After the expiration period, you must extend it and there is an HGB renewal fee.

According to (Marzuki & SH, 2021) added that the position of rights is not only in civil law, but also in all laws. Laws are made because of rights. Furthermore, between rights and law are two things that of course have a relationship. These relationships must influence each other. The law is designed to defend the interests of society more than the interests of individuals. Peter Mahmud Marzuki said that rights are not created by law, but rights that enforce law.

In Presidential Decree No. 34 of 2003 on National Policy in land affairs which is detailed on the authority of land fields implemented by the Regency / City Government, namely: Granting location permits, Organizing land procurement for the public interest, Settlement of land disputes, Settlement of loss and compensation for land for development, Determination of subjects and objects of land redistribution, as well as compensation for maximum excess land losses and *absentee* land, Determination and resolution of ulayat land problems, Utilization and resolution of vacant land problems, Granting land opening permits, Planning for land use of district / city areas.

Legal certainty of land rights certificates cannot be separated from the process and mechanism for issuing the certificates, including in this case the truth of the subject to which the rights will be granted and the validity and correctness of the basic documents for the issuance of the certificate of rights. The point here is that land registration according to government regulation number 24 of 1997 uses a negative publication system.

In this system the state only passively accepts what is stated by the party requesting registration. Therefore, at any time it can be used by people who feel more entitled to the land. The party who acquired the land in good faith. This means, in the system of negative publication of the information contained in it has the power of law and must be accepted as true information during and as long as there is no proof that proves otherwise.

The State of Indonesia as a state of law, as stated in the 1945 Constitution of the Republic of Indonesia Article 1 paragraph (3). So that all aspects of life in society, nation and state must be based on legal norms. That is, the law must be used as a way out in solving problems relating to individuals and groups, both society and the state. Legal

norms are not the only rules that regulate humans in their relationships with fellow humans. Laws are not made but live, grow and develop with society. The law must still contain ideal values and must also be upheld by all elements of society.

In addition, the plaintiff also filed a claim for material compensation to the Conventional Plaintiff in the amount of Rp.1,500,000,000.00 (one billion five hundred million rupiah) with the following details:

1. Material losses suffered by the Plaintiff Reconvension Costs of “*kosten, schaden en interest*” (suffered) Rp.1,000,000,000.00 (one billion rupiah);
2. The immaterial loss suffered by the Conventional Plaintiff in the form of compensation for restoration to its original condition is Rp. 500,000,000.00 (five hundred million rupiah);
3. paying forced money (*dwangsom*) in the amount of Rp. 1,000,000.00 (one million rupiah) for each day the Defendant is late in fulfilling the verdict

According to the dictionary Indonesian mentioned that the certificate is a written or printed certificate (statement) from an authorized person that can be used as evidence of ownership or events, so that the meaning of the word land certificate as well as other certificates, is a letter of proof of land ownership. Such certificates will have no meaning if issued by parties or institutions that do not have the authority granted by the State or the law for it.

In the opinion (Harsono, 2017), certificate (land) is a letter of proof of rights issued by the government in the context of carrying out land registration or is a proof that a person or a legal entity has a rights to land on a certain plot of land.

As a result of the Law of Dispute Of Former HGB in a certain time will lose its rights due to expiration, that is, if the party who has controlled the land for a certain period of time and the land becomes state land then the party who controls the land can apply for the land to the competent authority by fulfilling the conditions specified by the applicable regulations in accordance with Presidential Decree No.32 of 1979 The land of the former Western land converted to HGB deadline a for 20 years since UUPA until 1980 HGB was expired and the land became state land.

IV. Conclusion

Based on Decision Number 2204 K/ Rev. The plaintiff argued that the defendants had occupied and built a house on the object of dispute and enjoyed the results, without the right to have rented out the object of dispute, to the defendants. On the basis of this decision, the control over the object of dispute by the defendants is not an act against the law, because the land of the object of dispute is state land controlled by the defendants. Acts against the law are not only real actions in the field, and not just interpreted as an act against the law.

Ownership of land rights is known for rights including Property Rights, Business Use Rights, Building Use Rights, and Right to Use. In addition to the popular land rights are the right to build. In Article 21 of Government Regulation No. 40 of 1996 on Business Use Rights, Building Use Rights and Land Use Rights stipulated that land rights for buildings can be obtained from state land, land management rights, and property rights. Therefore, at any time it can be used by people who feel more entitled to the land. The party who acquired the land in good faith. As a result of the Law of Dispute Of Former HGB in a certain time will lose its rights due to expiration, that is, if the party who has controlled the land for a certain period of time and the land becomes state land then the party who controls the land can apply for the land to the competent authorities by fulfilling the

conditions specified by the applicable regulations in accordance with the Presidential Decree no. 32 of 1979.

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