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Legal Uncertainty of Land Owners in the Implementation of Land Exchange for Elementary School Construction (Case Study of Decision Number: 241/PDT/2015/PT.SMG jo. 74/Pdt.G/2014/PN.Jpa)

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Abstract

This study examines the legal uncertainty of land owners in exchanging land for the construction of elementary schools by highlighting the administrative and legal aspects. This study uses a legal approach. empirical juridical which combines normative analysis of statutory regulations withwith empirical data obtained through field observations, in-depth interviews with the land swap subjects, the Head of Karanggondang Village and the ATR/BPN of Jepara Regency, as well as analysis of related documents. The results of the study indicate that the implementation of the land swap in this incident was not carried out in accordance with

applicable legal procedures because the replacement land promised to the original owner was never actually provided. In addition, there was a transfer of land rights through a land ownership certificate in the name of the village head which created legal uncertainty and harmed the heirs of the land owner. These conditions indicate maladministration and abuse of authority in the land acquisition process for the public interest. Thus, legal certainty in land swaps can only be achieved through transparent administrative procedures, the fulfillment of compensation rights appropriately, and a dispute resolution mechanism that can provide effective legal protection to land owners.

Keywords

Land Exchange, Legal Uncertainty, Legal Protection.

A. Introduction

Land is a crucial variable for the continuity of human life, as it serves as both a state asset and a social asset. In national life, society is united into a social unit through the presence of land as a social asset. Meanwhile, land, as a state asset, serves as a crucial variable in the development sector. As development needs increase, land is often used for public purposes, including infrastructure, education, healthcare, and other facilities. This can lead to a shortage of land for both citizens and the government to construct buildings. In this scenario, the government will undertake land acquisition.

In Law Number 5 of 1960 concerning Basic Agrarian Regulations (Basic Agrarian Law/UUPA), provisions regarding state control over land and restrictions on land rights for the public interest are emphasized in Article 18 which states that "for the public interest, including the interests of the nation and state and the common interests of the people, land rights may be revoked, with appropriate compensation and in a manner regulated by law." This provision shows that land rights are not absolute rights, but can be limited as long as

they are carried out in the public interest and accompanied by the provision of appropriate compensation to the rights holder. Therefore, Article 18 of the UUPA is the main legal basis for the state in implementing land acquisition for the public interest, while also emphasizing the state's obligation to guarantee the protection of the rights of land owners.¹

Further provisions regarding land acquisition for public purposes are specifically regulated in Law Number 2 of 2012 concerning Land Acquisition for Development in the Public Interest. Article 3 of the law emphasizes that land acquisition aims to improve the welfare and prosperity of the nation and society while still guaranteeing the legal interests of entitled parties. This provision reflects the balance between national development interests and the protection of the rights of the community as land owners. Therefore, the implementation of land acquisition is not only oriented towards accelerating development, but must also uphold the principles of justice, legal certainty, and respect for human rights. One form of land acquisition for public purposes that can be taken by the government is through a land swap (*ruislag*) or exchange mechanism. This is stated in Article 36 of the Land Acquisition Law, which states that compensation can be given in the form of money, replacement land, resettlement, share ownership, and other forms agreed upon by both parties.

Land swapping, or land exchange, is a mechanism for replacing land rights by exchanging land owned by the affected party with replacement land of equivalent value. This mechanism is used as an alternative to providing compensation in the form of money, especially if the landowner desires replacement land that can guarantee the sustainability of its social and economic functions.²

¹ Mohamad Ridwan Sariپی. "Perlindungan Hak Asasi Manusia Pada Proses Pengadaan Tanah Untuk Pembangunan Kepentingan Umum." *LEX et Societatis* 6, no. 1 (2018). <https://doi.org/10.35796/les.v6i1.19170>.

² Adrian Sutedi. "Implementasi Prinsip Kepentingan Umum Di Dalam Pengadaan Tanah Untuk Pembangunan" 2nd ed. Vol. 1. Jakarta Sinar Grafika (2008).

In the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management, the provisions regarding the exchange of village land are regulated in more detail, specifically in Article 33 and Article 33A. These provisions emphasize that the implementation of the land exchange can only be carried out after an agreement on the amount of compensation is reached between the parties concerned. This agreement is not determined unilaterally, but must be based on an objective and professional assessment involving independent appraisers. The role of these appraisers is crucial to ensure that the value of the exchanged land is in a commensurate condition, so as not to disadvantage either party, especially the village as the asset owner.

Furthermore, the provisions in Article 33 and Article 33A also provide a legal solution if replacement land is not yet available at the time of the exchange. In such circumstances, the regulation permits temporary compensation in the form of cash, the value of which must be equivalent to the value of the relinquished land. This money may not be used for other purposes but is specifically allocated for the purchase of replacement land of comparable value to the original land. This regulation aims to ensure that the village retains its land assets, so that the land's function as a strategic village asset is not lost due to the exchange process.

However, land swaps must be conducted carefully and in accordance with statutory provisions to avoid creating legal uncertainty for landowners. Assessing the equivalency of the land's value, clarifying the legal status of the replacement land, and transparent administrative procedures are crucial factors in ensuring the fulfillment of landowners' rights.³ Therefore, land swaps as a form of compensation in land acquisition for public interest must be implemented by

³ Asmarani Ramli. Et al *"The Nature of Justice to Implement Nationality Principle in the Agrarian Law"* *Journal of Law, Policy, and Globalization* Vol 46 (2016) 80-86

prioritizing the principles of legal certainty, justice, and legal protection for land owners.⁴

In practice, land swapping can cause problems based on the status of the land, or the failure to execute the swap. This happened in a dispute between the late Surip and the Karanggondang Village Government, the case of which was stated in Decision Number: 241/PDT/2015/PT.SMG jo. Decision Number 74/Pdt.G/2014/PN.Jpa. The dispute began in 1979, land belonging to Surip with evidence of letter C No. 1908, Plot No. 18 D II, an area of approximately $\pm 2,950$ m² in the name of SURIP Binti IMIN, was used as an object of swapping with the Head of Karanggondang Village, namely Drs. Ronald H Lokollo with the aim of building an Inpres School, because at that time the village did not have land. The Head of Karanggondang Village at that time promised that the land would be exchanged for the village head's bengkok land. That the swapping incident was recorded in the Minutes of the Village Consultative Decision. The Village Consultative Meeting Minutes have also received approval and ratification from the Mlonggo Sub-district Head. Since the Village Consultative Meeting Decision was enacted, the replacement land has not been given to Surip, and the PBB tax on the land is still being paid by Surip and his heirs.

The verdict of the Jepara District Court ordered the defendants to return the disputed object. However, at the appeal level, the appellant, in this case the Jepara Regency Government, filed a lack of party exception against the appellant, namely Surip's heirs. The content of the lack of party exception was the non-involvement of the heirs of Drs. Ronald H Lokollo, because the disputed land turned out to have SHM status. From this exception, the Semarang High Court panel of judges determined that the exception was accepted and the first-level decision was annulled.

Until now, the promised compensation or replacement

⁴ Rosmidah Rosmidah. "Asas-Asas Hukum Perjanjian Pada Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum." *PROGRESIF: Jurnal Hukum* 13, no. 2 (2019): 80–96. <https://doi.org/10.33019/progresif.v13i2.1437>.

land has never been given to Surip and his heirs. The decision shows a gap in terms of *das sein* and *das sollen*. From a theoretical perspective, regarding land swaps, the land that is exchanged should already have a replacement for the land that is used as an object with more or less the same value and area, if this cannot be achieved then the party that initiated the procurement in this case the government should replace the replacement land with a sum of money that will later be used to purchase a land of the same value in accordance with Article 33 of the Minister of Home Affairs Regulation No. 3 of 2024. This action violates legal certainty and legal protection of the rights that should be owned by Surip and his heirs, namely the replacement land.

Several studies have also addressed land swap disputes. In a 2021 study by Millati Hanifah Wardani, a thesis entitled "Resolution of Land Acquisition Disputes in the Construction of New Yogyakarta International Airport (Based on Law Number 2 of 2012 Concerning Land Acquisition for Development in the Public Interest)", it was shown that the land acquisition process for the construction of New Yogyakarta International Airport was essentially carried out in accordance with applicable legal provisions and procedures. However, in practice, various forms of maladministration and errors were still found in implementation on the ground. These problems were evident in the suboptimal outreach activities for affected communities, the failure to involve all parties with land rights in the decision-making process, and the absence of a participatory dialogue mechanism between the parties prior to the determination of the construction site. Furthermore, the compensation provided was deemed inadequate to fully accommodate the losses suffered by the community, both physical and non-physical.⁵

In a 2022 study by Maulida Isnaini, a thesis entitled "Problems in the Implementation of Land Acquisition for

⁵ Wardani, M. H. *Penyelesaian Sengketa Pengadaan Tanah Pada Pembangunan New Yogyakarta International Airport (Berdasarkan Undang-Undang Nomor 2 Tahun 2012 Tentang Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum)* (2021).

Public Interest and Compensation Payment for Community Land Rights," the study found that the land acquisition and compensation payment process for the Batang-Semarang Toll Road construction was not carried out optimally. Initially, some communities disagreed due to the impact on mosques, cemeteries, housing, and other land. However, the problem was resolved through good communication and approaches, resulting in understanding, acceptance of the relocation, and adequate compensation.⁶

In a study conducted by Dara Nazila in 2022 through a thesis entitled Settlement of Ruislag Disputes in the Procurement of State-Owned Land for Legal Entities (Case Study of Land Swap Owned by the Banda Aceh City Government with PT. Aceh Media Grafika) The results of the study showed that the implementation of the land swap (ruislag) between the Banda Aceh City Government and PT. Aceh Media Grafika had basically been carried out in accordance with the provisions of applicable laws and regulations. However, in the implementation stage of the land swap (ruislag), a new problem arose which caused the land object resulting from the swap to change status into disputed land. Due to this condition, PT. Aceh Media Grafika filed a claim for compensation to the Banda Aceh City Government. However, to date the dispute case has not yet received a further decision or a legally binding legal settlement.⁷

In a study conducted by I Wayan Andre Wijana and Made Hendra Wijaya in 2025 through an article entitled Implementation of the Law on Swapping Customary Land with Individual Land in Batubayan Traditional Village, it was shown that the implementation of the law in the process of

⁶ Isnaini, M. *Problematika Pelaksanaan Pengadaan Tanah Untuk Kepentingan Umum Dan Pembayaran Ganti Rugi Hak Atas Tanah Hak Milik Masyarakat (Studi Kasus Pembangunan Jalan Tol Semarang-Batang Di Kelurahan Gondoriyo Kecamatan Ngaliyan Semarang)* (2022).

⁷ Dara Nazila. *Penyelesaian Sengketa Ruislag Pengadaan Tanah Milik Negara Untuk Badan Hukum (Studi Kasus Tukar Guling Tanah Milik Pemerintah Kota Banda Aceh Dengan Pt. Aceh Media Grafika)* (2022).

swapping customary land with individual land was carried out through a deliberation mechanism.⁸

In a study conducted by Dimas Siswanda Purba in 2022 through a thesis entitled Settlement of Crooked Land Swap Disputes from the Perspective of Positive Law and Islamic Law (Case Study in Kutamendala Village, Tonjong District, Brebes Regency), it was shown that the settlement of the bent land swap dispute in Kutamendala Village, Tonjong District, Brebes Regency between the Village government, the community and the landowner was carried out through deliberation. Dispute resolution in positive law is contained in Law No. 30 of 1999 concerning arbitration and alternative dispute resolution and APS which regulates mediation.⁹

Thus, several studies generally show the process of land acquisition and land swaps and the resolution of disputes that arise, with an emphasis on the aspects of legal implementation, settlement mechanisms through deliberation or a dialogical approach, as well as various problems that arise in practice, such as maladministration, lack of community participation, and discrepancies in the provision of compensation. However, these studies tend to focus on the implementation and resolution of disputes in land swap procurement where the legal status of the land is already clear and have not in-depth examined the relationship between the conflict of land ownership history and the legal status of the land after the land swap occurred, especially the privatization of the land swap object by the village head and the failure to provide compensation for decades by the government.

The implementation of land swaps for public interest

⁸ Wijana, Andre, and Made Hendra Wijaya. *Implementasi Hukum Tukar Guling Tanah ADAT Dengan Tanah Perorangan DI DESA ADAT Batubayan.* "Jurnal Hukum Mahasiswa 5, no. 1 (2025): 1–15. <https://e-journal.unmas.ac.id/index.php/jhm/article/view/12244>.

⁹ Purba, Dimas Siswanda. *Penyelesaian Sengketa Tukar Guling Tanah Bengkok Perspektif Hukum Positif Dan Hukum Islam (Studi Kasus Di Desa Kutamendala Kec. Tonjong Kab. Kabupaten Brebes)* (2022).

Agency (BPN) of Jepara Regency, as well as field observations to document the physical condition of the disputed land. Secondary data includes three categories: (1) primary legal data in the form of UUPA No. 5/1960, UU No. 2/2012, UU No. 6/2014, and Permendagri No. 3/2024; (2) secondary legal data in the form of Jepara District Court decision No. 74/Pdt.G/2014/PN.Jpa, Semarang High Court decision No. 241/Pdt/2015/PT.Smg, as well as the Minutes of the Karanggondang Village Consultative Meeting Decision dated April 2, 1981 along with the administrative approval letter; and (3) tertiary legal data in the form of scientific journals, agrarian law textbooks, and previous research results. Data analysis was conducted qualitatively descriptively through source and method triangulation techniques, with three stages: data reduction (selection of relevant information), data presentation (organization in a normative-empirical analysis matrix), and drawing conclusions (identification of normative-procedural gaps causing legal uncertainty), while still paying attention to the principles of research ethics through the confidentiality of the identity of sources who did not wish to be named.

B. Normative Framework for Legal Certainty in the Implementation of Land Exchange

1. *The Principle of Legal Certainty as the Basis for Land Acquisition Based on the UUPA and Law No. 2 of 2012*

In achieving the goal of legal justice, according to Gustav Radbruch, there are three principles used to achieve it, namely the principle of legal justice, legal utility, and legal certainty.¹⁰ Legal certainty refers to the requirement that laws be clearly formulated, written, firm, consistent, and predictable. This principle is a fundamental requirement for establishing order in society. Without legal certainty, individuals cannot clearly understand their rights and obligations, which ultimately has the potential to disrupt social stability and weaken the guarantee of legal protection. However, Radbruch

¹⁰ Ali Achmad, *Menguat Tabur Hukum*, Pt. Toko Gunung Agung, Jakarta, 2002

emphasized that the application of legal certainty should not override substantive justice because laws that do not reflect a sense of justice should be rejected, as they have the potential to disrupt stability and weaken the guarantee of legal protection.¹¹

The spirit of legal certainty in Law Number 5 of 1960 concerning Basic Agrarian Regulations or UUPA, is stated in the considerations which state that agrarian laws made by the colonial government for indigenous people cannot guarantee legal certainty.¹² Furthermore, Article 19 of the UUPA states that to ensure legal certainty, the government must implement land registration throughout Indonesia. This article is the cornerstone of land registration, which is crucial in ensuring legal certainty regarding land ownership through the legal product of a land title certificate.¹³ Applying Gustav Radbruch's theory of legal certainty in this context, every plot of land is officially recorded, ensuring its ownership status is clear and legally valid. Documented data allows anyone to conduct transparent and accurate verification. Thus, land registration not only provides legal protection but also prevents future disputes.¹⁴

Article 18 of the UUPA explains how, in the public interest,

¹¹ Supriyadi, Mohammad Wangsit, Mustafid Milanto Achmad, Nurshoim Ramadhan Putra, And Taufiqurrohman Syahuri. *Pokok Pikiran Dan Sumbangsih Fundamental Gustav Radbruch Terhadap Perkembangan Ilmu Dan Hukum. Quantum Juris: Jurnal Hukum Modern* 7, No. 1 (2025). <https://journalversa.com/S/Index.Php/Jhm/Article/View/840>.

¹² Boedi Harsono, *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya*, Jambatan, Jakarta (1999).

¹³ Murni, Christiana Sri, and Sumirahayu Sulaiman. "Sertifikat Hak Milik Atas Tanah Merupakan Tanda Bukti Hak Kepemilikan Tanah." *Lex Librum : Jurnal Ilmu Hukum* 8, no. 2 (2022): 183–98. <https://doi.org/10.46839/lljih.v8i2.370>.

¹⁴ Raihana Manila Azzahra, and Sri Wahyu Handayani. *Kedudukan Pendaftaran Tanah Dalam Menjamin Kepastian Dan Perlindungan Hak Penguasaan Atas Tanah. Al-Zayn : Jurnal Ilmu Sosial & Hukum* 3, no. 5 (2025): 7155–63. <https://doi.org/10.61104/alz.v3i5.2332>.

whether related to the interests of the nation and state or the collective interests of society, land rights can be revoked by the state. This action must be accompanied by the provision of fair and adequate compensation to the entitled party. Implementation must also follow the provisions and procedures officially stipulated in applicable laws and regulations, thereby ensuring justice and legal certainty for all parties. This is the cornerstone of the Land Acquisition Law.

According to Law Number 2 of 2012 concerning Land Acquisition for Development in the Public Interest or the Land Acquisition Law, land acquisition is the process of providing land carried out through the provision of appropriate and fair compensation to parties who have rights to the land. According to Article 2 of the Land Acquisition Law, land acquisition for the public interest is carried out by adhering to a number of important principles, namely humanity, justice, and benefit. In addition, this process is also based on the principles of legal certainty, transparency, and agreement between the related parties. Public participation is also accommodated through the principle of participation, which aims to realize shared prosperity. In addition, the principles of sustainability and harmony are the foundation for its implementation to remain balanced, sustainable, and in line with the interests of society and national development. The principle of certainty in this article refers to the legal certainty of land availability in the implementation of land acquisition for development purposes, while also ensuring that entitled parties receive fair and appropriate compensation in accordance with the provisions of applicable laws and regulations.

Article 13 of the Land Acquisition Law outlines the stages involved in land acquisition, including planning, preparation, implementation, and handover. These regulations are designed to create legal certainty in every land acquisition process. This legal certainty is reflected in structured and hierarchical procedures, ensuring that each stage has a clear legal basis, mechanism, and actors involved in its implementation.

implemented within a maximum period of six months from the time the agreement between the parties is reached. Meanwhile, Article 33C stipulates that replacement land is prioritized within the local village area. However, if land that meets the requirements is unavailable in that area, the search can be expanded to the sub-district level. If that is still unavailable, the search can continue to the district level.

Article 34 states that after the replacement land has been successfully acquired, the village head is required to submit a request for approval for the exchange to the governor through the regent, attaching a report related to the incident. The regent is then required to submit the request to the governor no later than 14 (fourteen) working days after receiving the complete and compliant documents in order to obtain approval. Furthermore, before granting approval, the governor must first conduct a field inspection to ensure the material and formal accuracy of the submitted documents. The governor has a maximum of 30 days to grant approval after all documents have been received in full and correctly.

Article 36 explains that after obtaining approval from the governor, the village head is authorized to establish village regulations governing the implementation of village land exchange. Furthermore, Article 37 explains that the village head is obliged to submit a report on the results of the exchange to the regent by attaching the village regulations and a photocopy of the replacement land certificate that is in the name of the village government. Based on the report submitted by the village head, the regent then forwards the report to the governor to be reported to the minister through the Directorate General of Village Government Development. Article 37A explains that alternative compensation for replacement land in the form of money is carried out in accordance with the provisions of laws and regulations. Legal certainty in this case can be achieved by having a flow of use of the exchange method for the public interest that is written clearly, firmly, and consistently.

C. Analysis of the Factors Causing Legal Uncertainty in the Case of Surip versus the Karanggondang Village Government

1. *The Unclear Legal Status of Land After the Land Swap*

Land legal status is a crucial factor in land ownership. If land lacks legal status, such as a certificate, lacks title documents, or is abandoned, it reverts to state land. Therefore, issuing legal land status is crucial for protecting the rights of landowners, as land without legal status is vulnerable to disputes.

Image 1.Karanggondang 10th State Elementary School (previously known as SD Inpres)



Source: Author

Table 1.Chronology of the Surip exchange case

Year	Incident
1979	Surip's land ($\pm 2,950 \text{ m}^2$) was used for the construction of SD Inpres (now SDN 10 Karanggondang) based on the verbal promise of the Village Head Drs. Ronald H. Lokollo to provide bengkok land as a replacement.
1981	The Village Deliberation (Rembug Desa) produced a Minutes dated April 2, 1981, which agreed to exchange Surip's land (Plot No. 18, C No. 1908, 0.280 Ha) for 1/3 of the Village Head's bengkok land (Plot No. 8, C

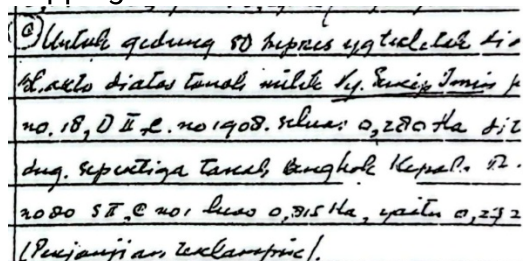
	No. 1, 0.272 Ha). Approved by the Sub-district Head, the Assistant Regent, and the Regent of Jepara.
1981–2014	Replacement land was never provided; Surip and his heirs continued to pay land tax (PBB). Surip was intimidated by Ronald if he continued to ask for compensation.
2014	Surip's heirs sued the Village Government and Jepara Regency Government at the Jepara District Court (Case No. 74/Pdt.G/2014/PN.Jpa). The trial revealed that the disputed land had a Freehold Title (SHM) No. 505 in the name of Drs. Ronald Lokollo, obtained through a Deed of Sale and Purchase (AJB) without Surip's knowledge.
2015	The Jepara District Court granted the lawsuit filed by Surip's heirs. The Jepara Regency Government appealed to the Semarang High Court (Case No. 241/Pdt/2015/PT.Smg).
2015	PT Semarang accepted the exception of the lack of parties (not including Ronald's heirs) and declared the lawsuit inadmissible (NO).
2025	Surip's heirs planted banana trees on the land of SDN 10 Karanggondang; the Jepara Regent mediated but no resolution was reached.

Source: Interview with Kasnawi, husband of Surip's heir and Tribun Jateng

In the results of an interview conducted with Mr. Kasnawi, husband of Surip's heir on February 24, 2026, the incident occurred in 1979, the Head of Karanggondang Village, Drs. Ronald Lokollo, received an order from the Regent of Jepara Regency who at that time was Soedikto SH to establish four school units known at that time as SD Inpres. Ronald received the order and looked for some land to build the SD Inpres, one of which was Surip's land. Verbally, Ronald discussed with

Surip about the land, he wanted to build SD Inpres on it and exchange the land used for the bengkok land of Karanggondang Village. Surip agreed to this and the construction of SD Inpres or currently known as SDN 10 Karanggondang was carried out.

Image 2. The Area of Surip Land in the Village Deliberation Regarding Swapping



Untuk gedung SD Inpres yg terletak di
 belakang rumah milik L. Surip Jamin
 no. 18, D II C. no 1908. seluas 0,280 Ha dit
 dug. sepeting tanah bengkok Kep. 12.
 no 80 S II C no 1 seluas 0,272 Ha, yaitu 0,272
 [Penjelasan, rekamprinc].

Source: Author

In 1981, a village deliberation or rembug took place in Karanggondang Village regarding the transfer of land ownership rights for the construction of the Inpres Elementary School. In the Minutes of the Village Deliberation, Surip's land with Plot No. 18, D II, C No. 1908, covering an area of 0.280 Ha, was exchanged for one-third of the Village Head's Bengkok land, Plot No. 8, S II, C, No. 1, covering an area of 0.272 Ha. The Minutes of the Village Deliberation were ratified and signed by the Head of Karanggondang Village (Drs. Ronald H Lokollo), LKMD Karanggondang (Djanoeri) and have received approval and ratification from the Head of Mlonggo Sub-district (Djutiman.BA) Number 19/VII/1981 dated July 25, 1981, Assistant Regent of Bangsri Region (Mulyadi Nasir. Bsc) Number 0205/Keda/1981 dated July 27, 1981, Regent of Jepara (Soedikto, SH) Number 076/B/81, dated August 5, 1981.

In the results of the interview conducted with Mr. Kasnawi, husband of Surip's heir on February 24, 2026, during the construction of SD Inpres and after the village meeting, Surip asked about the bengkok land promised as replacement land for his land on which SD Inpres was built to Ronal, but Ronal could not provide it because he was waiting for the decision

Table 2. The gap between legal provisions and practice in the Surip case

Aspect	Das Sollen (The Law)	Das Sein (Case Practice)
Basic exchange	Minister of Home Affairs Regulation No. 3/2024 Article 33–37: Village asset exchange must be approved by the governor, assessed by an independent appraiser, and the replacement land must be clear.	The land swap was based solely on village deliberation; replacement land (tan bengkok) was never provided for over 35 years.
Form of agreement	Deed of Exchange before PPAT.	The land that was taken over was actually transferred through a unilateral Deed of Sale and Purchase (AJB) by Ronald without Surip's consent.
Legal status of land after land swap	Replacement land must be registered as a village asset (certificate in the name of the village government).	The land that should have belonged to the village was changed to SHM in the name of the village head (Ronald).
Compensation	Article 36 of Law No. 2/2012: compensation can be in the form of replacement land, money, or other agreed forms.	There is no compensation whatsoever given to Surip/heirs. PBB is still paid by the heirs.
Administrative supervision	The village head is obliged to report the results of the exchange to the regent (Article 37 of Home Affairs Ministerial Regulation No. 3/2024).	There were no reports; no oversight from the sub-district head, regent, or governor.

Source: Minister of Home Affairs Regulation No. 3/2024, interview with Kasnawi and author's analysis 2026

Good Governance defined as the quality of the relationship between the government and the people it serves and protects. In the public sector, governance is defined as the exercise of economic, administrative, and political authority in managing state affairs at all levels.¹⁵ In realizing the principles of good governance in Indonesia, one of the instruments used is the General Principles of Good Governance (AAUPB), which is stated in Law Number 30 of 2014 concerning Government Administration. Hotma P. Sibuea explained that AAUPB emerged from real practices in state and government administration, so its existence is not the result of formal legal products such as laws.¹⁶ This principle has evolved over time, particularly to strengthen the protection of individual rights in national life. In other words, the AAUPB was born in response to the need for fairer and more accountable governance. In its implementation, the AAUPB serves as a reference or guideline for the government and state administration officials to carry out their duties appropriately. This is crucial to ensure that every policy adopted remains within the framework of good governance. Therefore, the AAUPB serves as a crucial foundation for realizing the principles of good governance.

In implementing the principles of good governance, there are several characteristics, including participation, law enforcement, transparency, accountability, efficiency, responsiveness, justice, and strategic vision.¹⁷ Article 10 of

¹⁵ World Bank. *"Governance and Development"*, (2010). <https://documents.worldbank.org/en/publication/documents-reports/documentdetail/604951468739447676>.

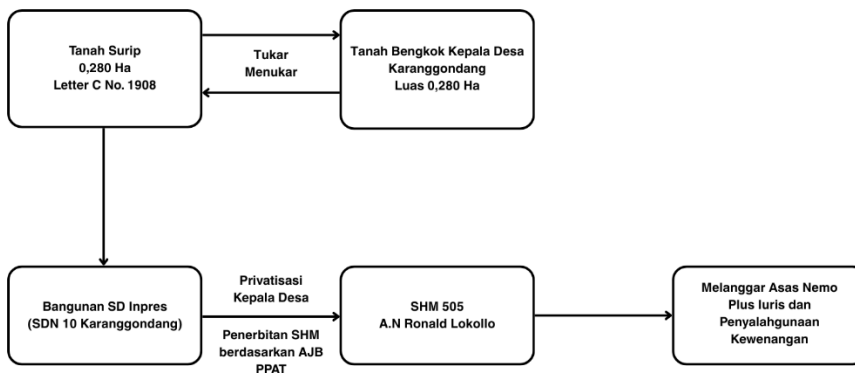
¹⁶ Hotma P. Sibuea, "Asas Negara Hukum Peraturan Kebijakan Dan Asas-Asas Umum Pemerintahan Yang Baik", Jakarta: Erlangga, (2002)

¹⁷ Sanding, Natalia Gratia, Marlien Lopian, and Josef Kairupan. *Jurnal Eksekutif* 1, no. 1 (2018). <https://ejournal.unsrat.ac.id/v3/index.php/jurnaleksekutif/article/view/1000>

agreement that resulted in the Deed of Sale and Purchase (AJB), in this case, constituted an abuse of authority by Ronald, as the basis for the provision of the land was the exchange of individual land for bengkok land, which meant that the deed that should have been made was an Exchange Deed. This deed will then be drawn up by the Land Deed Making Officer (PPAT), and the National Land Agency (BPN) will issue a certificate of ownership obtained from the exchange of the bengkok land. After the exchange, the village government can issue a Deed of Exchange.

In an interview with Mr. Kasnawi, husband of Surip's heir, on February 24, 2026, the issuance of the Deed of Sale and Purchase (AJB) was carried out unilaterally without Surip's involvement, as if a sale had occurred, Surip should have received a sum of money from the legal event. Kasnawi therefore argued that the legal event was purely a political game perpetrated by Ronald, the then Head of Karanggondang Village.

Image 3.Chronology chart of landowner uncertainty



Source: Author

Legal certainty in this case was not achieved because the privatization of the land swap object carried out by Ronald clearly violated the provisions of laws and regulations and contradicted the substance of the previously agreed upon swap agreement. In the construction of land law, swapping (ruislag) is a legal act that requires equality of objects, clarity

of rights status, and reciprocal fulfillment of achievements by the parties. However, in this case, the failure to realize the replacement land (bent land) indicates a discrepancy between the initial agreement and implementation in the field, thus creating uncertainty regarding the ownership status and protection of rights to the land.

On the other hand, this action also violates the principles of the General Principles of Good Governance (AAUPB), particularly the principle of non-abuse of authority. As a government official, the village head should use his authority in accordance with the purpose for which it was granted, namely for the public interest and the welfare of the community. However, in this case, this authority was misused, from unilaterally changing the form of the agreement to privatizing the swap object.

This also violates the principle of *nemo plus iuris*, which states that a person cannot transfer more rights than they have. Here, Ronald exceeded his authority by privatizing the land swap object, which should have been included in the village inventory through a village deliberation or village discussion. From the transfer of rights through the Deed of Sale and Purchase (AJB), which Surip was unaware of, it can be concluded that an agreement was not based on good faith between the PPAT/Camat and Ronald at that time to privatize the land that was the object of the land swap.

Thus, it can be concluded that the failure to achieve legal certainty in this incident was caused by inconsistencies between legal norms and their implementation practices, errors in the construction of legal acts, and abuse of authority by authorized officials. This situation demonstrates that the principle of legal certainty depends not only on the existence of clear norms, but also on the integrity and consistency of officials in exercising their authority in accordance with applicable law.

2. *Village Administration's Failure to Fulfill Land Replacement Promises for Over 35 Years*

Administration is the primary foundation of governance. In the context of a state governed by the rule of law,

administration is understood not only as a technical bureaucratic activity, but also as a normative mechanism that ensures the implementation of state goals through measured, systematic, and accountable government actions. From the perspective of state administrative law, the function of administration also plays a role in ensuring legal certainty, protecting citizens' rights, and preventing abuse of authority by government officials.¹⁸ This is in line with the principles in the General Principles of Good Governance (AAUPB), which emphasize the importance of transparency, accountability, professionalism, and proportionality in every administrative action.¹⁹ Thus, government administration is not only oriented towards the final result, but also towards a process that complies with legal and ethical norms.

Image 4.Approval and Ratification of Swapping by Officials

[illegible]

Source: Author

¹⁸ Adisti Alamanda Putri, and Salsa Cahaya Ramadhani. "Hukum Administrasi Negara Dan Perlindungan Hak Asasi Manusia Dalam Pelayanan Publik." *Klausula (Jurnal Hukum Tata Negara, Hukum Adminitrasi, Pidana Dan Perdata)* 5, no. 1 (2026): 1–10. <https://doi.org/10.32503/klausula.v5i1.8290>.

¹⁹ Ridwan HR., "Hukum Administrasi Negara", Jakarta, Rajawali Pers, (2014).

In the results of an interview conducted with Mr. Kasnawi, husband of Surip's heir on February 24, 2026, the collection of the promised bengkok land as compensation for the land swap belonging to Surip was always asked to the Head of Karanggondang Village at that time, namely Drs. Ronald Lokollo, starting from the beginning of the construction of the Inpres Elementary School until the building was erected and the village meeting was held. However, the reason given by Ronald to Surip was still the same, namely waiting for the approval or decision of the Regent of Jepara. The collection of compensation was still asked to Ronald, until Surip was intimidated by Ronald that he would be "banished" to Nusakambangan if he continued to ask about when the Regent's decision was issued and when he would receive compensation for the land swapped, even though there had been approval and ratification in the village meeting by the relevant official. Until Ronald retired as Head of Karanggondang Village and until he died, the land was still not given to Surip.

Surip's heirs continued to seek compensation by inquiring about it with the subsequent Karanggondang Village Head, but for 35 years, there was no follow-up regarding compensation for the bengkok land. If the village head who took office after Ronald's term had shown good faith, the administrative process regarding the land swap decision would have continued to be monitored and resolved until Surip received his compensation, but this was not achieved. The function of government administration in the context of managing authority and public services was not functioning as it should. First, from the aspect of administrative responsibility, the village government should have continued to monitor the process of providing replacement land as part of the legal consequences of the land swap agreement that had been made. In state administrative law, every decision or action of government officials does not only stop at the initial implementation stage, but also includes the obligation to ensure the ongoing fulfillment of the rights of affected parties. The lack of continuous monitoring indicates administrative

negligence that has implications for the neglect of citizens' rights.

This incident resulted in the failure to achieve the general principles of good governance, namely transparency. Transparency is a fundamental principle that requires the government to provide honest, transparent, and publicly accessible information in every decision-making process and implementation of public policy.²⁰ In the context of this case, the failure to uphold the principle of openness is evident in the lack of transparency regarding the continuation of the land swap process carried out by the village head. As a form of public administration, every stage of policy implementation, from the initial agreement to the realization of compensation, should be carried out openly and accessible to interested parties, particularly landowners. Such transparency is crucial to ensure that the policies taken do not harm community rights and are legally accountable. Furthermore, the intimidation of Surip demonstrates an attempt to limit access to information and the participation of affected parties. This contradicts the essence of the principle of openness, which emphasizes not only the delivery of information but also providing space for the public to know, understand, and monitor the implementation of public policy. In the literature on public administration, openness is a crucial instrument in building accountability and public trust in the government.²¹

From a legal certainty perspective, the failure to provide replacement land indicates an unclear legal status for the exchanged object. Legal certainty requires clear norms, consistent application, and guaranteed protection of

²⁰ Realta Grandnera Manumpahi. "ASAS Keterbukaan Dalam Penyelenggaraan Pemerintahan YANG BAIK." *LEX Crimen* 13, no. 4 (2025).

<https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/64109>

²¹ Handayani, Fitri, Ilhamdi Ilhamdi, Jessyca Elviona, Otomosi Tafonao, and Erinaldi Erinaldi.. "Analisis Sistem Administrasi Negara Indonesia Dalam Mewujudkan Transparansi Pemerintahan". *Jurnal Pendidikan Tambusai* 10(1):8662-71 (2026) <https://doi.org/10.31004/jptam.v10i1.37829>.

individual rights.²² In this case, the non-fulfillment of the swap agreement left the injured party's legal position uncertain, both in terms of ownership and the right to compensation. This is inconsistent with Article 33 of Home Affairs Ministerial Regulation No. 33/2024 explains that the exchange of village assets in the form of land for development in the public interest is carried out by providing compensation in the form of land or money. When an agreement that has been agreed upon is not implemented without a valid reason and without a clear resolution mechanism, the law loses its function as a tool to provide certainty.²³ In addition, acts of intimidation carried out by government officials further strengthen the deviation from the principles of the rule of law, because the law should provide protection, not become a tool of pressure on society.

Table 4. AAUPB violations in the Surip case

AAUPB (Article 10 Law No. 30/2014)	Application in Case	Form of Violation
The principle of legal certainty	There is no clarity regarding the status of the replacement land; the SHM was issued illegally.	Abuse of authority, issuing certificates without proper legal basis.
The principle of openness	Surip was never informed about the AJB and the issuance of SHM in Ronald's name.	Zero transparency; access to information is closed.

²² Nurlinda, Ida. "Prinsip-Prinsip Pembaruan Agraria : Perspektif Hukum". Jakarta. Rajawali Pers. (2009).

²³ Adiansyah, Abdul Kadir Jailani, Hendra Darmawan, Erdy Nopriady, Delima Santri, and A. Jabidi Ritonga. "Reaktualisasi Konsep Recht Idee Gustav Radbruch Sebagai Fondasi Hukum Progresif Indonesia." *SENTRI: Jurnal Riset Ilmiah* 5, no. 1 (2026): 180–88. <https://doi.org/10.55681/sentri.v5i1.5137>.

The principle of not abusing authority	Ronald used his position to privatize land that should have been a village asset.	The village head's authority was used for personal gain.
The principle of accuracy	There was no independent assessment of the land value; replacement land was not prepared.	The decision to swap was taken without careful study.
The principle of public interest	The land was promised for SD Inpres, but ended up as a private SHM.	Public interest is sacrificed for personal interests.
Principles of good service	The heirs and heirs were not served their rights; they were even intimidated.	Public services fail; legal protection is not provided.

Thus, it can be concluded that the village government's failure to oversee the provision of replacement land, the failure to adhere to the principles of good governance, and the lack of legal certainty indicate a dysfunctional government administration. This situation not only impacts individual losses but also reflects a weak governance system that should guarantee the protection of rights and justice for the community.

3. *The Impact of the Lack of Parties Exception on Dispute Resolution and Protection of Heirs' Rights*

A demurrer is a civil procedural instrument filed by a defendant to reject a plaintiff's lawsuit without addressing the merits of the case. Demurrers generally address formal aspects, such as the court's competence, the parties' legal standing, and the completeness of the legal subject matter in a lawsuit, so that the judge can rule the lawsuit

inadmissible.²⁴ The purpose of filing this exception is to end the case without examining the merits of the lawsuit. In judicial practice, the existence of an exception plays a strategic role because it can determine whether a case deserves further examination or should be declared inadmissible (niet ontvankelijke verklaard).

The first instance trial at the Jepara District Court with decision number 74/Pdt.G/2014/PN.Jpa was won by Surip's heirs as plaintiffs with the verdict essentially sentencing the defendants in this case, namely the Jepara Regency Government and the Karanggondang Village Government to return Surip's land on which SDN 10 Karanggondang had been built or pay compensation by taking into account the land price standard. However, the Jepara Regency Government did not accept the verdict and filed an appeal to the Semarang High Court with case No. 241/Pdt/2015/PT.Smg.

The content of the appeal is to reconsider the exceptions in the first level trial, including the lack of legal subjects, no legal relationship with the second defendant and others. Of these exceptions, what made the appellant in this case the heirs of Surip lose was the exception of the incomplete legal subject submitted by the Jepara Regency Government. The exception of the incomplete legal subject in this case refers to the exclusion of the owner of SHM 505 in the name of Ronald Lokollo who in this case is his heir, from the disputed land. The panel of judges is of the opinion that it would be more appropriate if the heirs of Ronald Lokollo were made parties in the case, so that it can be determined who is entitled to the disputed land, because of this the plaintiff's lawsuit was declared incomplete, and the first level decision was declared NO (niet ontvankelijke verklaard).

Table 5. Comparison of Decisions of the Jepara District Court and the Semarang High Court

Aspect	Jepara District Court	Semarang High Court
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²⁴ Mertokusumo, Sudikno. "Hukum Acara Perdata di Indonesia". Yogyakarta: Liberty (2006).

	Decision (No. 74/Pdt.G/2014/PN.Jpa)	Decision (No. 241/Pdt/2015/PT.Smg)
Party	Plaintiff: Surip's heirs; Defendant: Jepara Regency Government and Karanggondang Village Government	Appellant: Jepara Regency Government; Respondent: Surip's heirs
The verdict	Ordering the defendant to return the disputed land or pay compensation according to market price.	Accepting the exception of the lack of parties (not including Ronald's heirs as SHM owners). The lawsuit was declared inadmissible (NO).
Legal basis	Evidence letter C, Village Deliberation Minutes, and the fact that there was no compensation.	Formal defect: incomplete legal subject.
Impact on legal certainty	Provide temporary certainty for Surip's heirs.	Eliminating certainty; land status becomes unclear again.
Impact on legal protection	Repressive protection is achieved at the first level.	Repressive protection fails; formality sacrifices substantive justice.

Source :Jepara District Court Decision No. 74/Pdt.G/2014/PN.Jpa, Semarang High Court Decision No. 241/Pdt/2015/PT.Smg, and author's analysis 2026

From a procedural law perspective, the NO decision is procedurally valid if significant formal defects are found.²⁵

²⁵ D Mappatunru, Andi Munafri. "Ketaksaan Eksepsi Terhadap Gugatan Kurang Pihak Dalam Perkara Perdata Hak Atas Tanah." *Jurnal Media Hukum* 13, no. 1 (2025): 53–72. <https://doi.org/10.59414/jmh.v13i1.868>.

However, from a substantive justice perspective, this ruling raises serious issues, particularly for Surip's heirs, who had previously won the case at first instance. The primary impact of granting the exception to the lack of parties is the loss of legal certainty for Surip's heirs. The District Court's decision, which previously provided certainty in the form of recognition of rights and an execution order, no longer has legal force. This creates a state of uncertainty, as the land ownership status is once again unclear and there is no enforceable decision. This situation prolongs the conflict and opens up the possibility of recurrent disputes in the future, ultimately harming the parties who were actually disadvantaged from the outset.

Furthermore, another significant impact is the disruption of legal protection for heirs as legal subjects who should receive guarantees regarding their property rights. In the legal protection theory put forward by Philipus M. Hadjon, legal protection is divided into two forms: preventive and repressive legal protection.²⁶ Preventive legal protection aims to prevent disputes from occurring through clear regulations and community participation, while repressive legal protection aims to resolve disputes through judicial mechanisms.²⁷ In the context of this case, the failure to present all interested parties from the outset demonstrates the weakness of preventive legal protection. In the results of the interview conducted with Mr. Kasnawi, husband of Surip's heir on February 24 2026, Surip's heir just found out that the land used in the construction of the Inpres Elementary School had previously been granted a SHM at the trial, therefore Surip's side considered the land to belong to the

²⁶ Hadjon, Philipus M.. *Perlindungan Hukum Bagi Rakyat Indonesia*. Surabaya: Bina Ilmu (1987)

²⁷ Silalahi, Gabriel Nugeraha, and Gunawan Djajaputra. "Analisis Perlindungan Hukum Bagi Pihak Yang Memiliki Hak Atas Tanah." *UNES Law Review* 6, no. 4 (2024): 10583–89. <https://doi.org/10.31933/unesrev.v6i4.2035>.

Substantive justice	–	Sacrificed for procedural certainty; the rights of Surip's heirs, who had been harmed for decades, were not accommodated.
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Source: Author's analysis 2026

Thus, it can be concluded that the exception of the lack of parties in this case has a significant impact on dispute resolution and the protection of heirs' rights. These impacts include the loss of legal certainty, the failure to implement decisions that have provided justice at the first instance, and the weakening of legal protection, both preventive and repressive. Therefore, caution is needed in interpreting exceptions and a more balanced approach between formal and substantive aspects so that the goals of justice, namely justice, certainty, and legal benefit, can be optimally achieved.

D. Solutions to Ensure Legal Certainty for Land Owners in the Land Swap Mechanism

In May 2025, the learning process at SDN 10 Karanggondang was disrupted due to a land dispute. According to Suyadi, the Principal of SDN 10 Karanggondang, banana trees had been planted by Surip's heirs at night. The planting of the banana trees almost covered half of the school field. This incident invited the Regent of Jepara, Witiarso Utomo, to mediate regarding the land dispute. The mediation was attended by the Head of the Jepara Education Office, the Head of the Jepara Communication and Information Office, the Head of the Mlonggo District, Karanggondang High Official Ali Ronzi, and representatives or attorneys from Surip's heirs, namely Marwaji. The essence of the meeting was that the Regent of Jepara attempted to resolve the problem at SDN 10 Karanggondang and instructed that the banana trees be cleared that afternoon.²⁸

²⁸ Tribunjateng.com. "Pemkab Jepara Masih Upayakan Penyelesaian Permasalahan SDN 10 Karanggondang - Tribunjateng.Com," (2025).

From this incident, In the results of an interview conducted with Mr. Kasnawi, the husband of Surip's heir on February 24, 2026, he stated that after the incident there had been no further efforts regarding the resolution of the land dispute from the Jepara Regency Government until now.

In an interview with Mr. Ali Ronzi, the Village Head of Karanggondang on March 12, 2026, he stated that he was invited twice by the Jepara Regency Government and once by the Central Java Provincial Government in 2025. At the Jepara Regency discussion forum invitation, Ali raised the land dispute several times, but there has been no definite resolution from the Jepara Regency Government. In the forum, the file regarding the land status has been confirmed to have been

A Deed of Sale and Purchase (AJB) occurred in the name of Ronald Lokollo as the buyer, but the certificate of ownership was never physically shown. Ali said that the village in this incident only acted as a coordinator between the Jepara Regency Government and the heirs of Ronald and Surip. Ali argued that the complexity of this dispute is high, because on the one hand, there are heirs of Ronald who admit that they own the land certificate but have never shown physical evidence, and on the other hand, Surip's heirs claim that they do not

There was a land sale and purchase between Ronald and Surip because if the money from the sale was received by Surip at that time and in fact the land tax is still being paid by him to this day. Ali's efforts as the Village Head of Karanggondang in this case want the Jepara Regency Government to take a stance to resolve this dispute by discussing between the two heirs and the Jepara Regency Government to buy the land and give the money to the rightful party or share it together.

In the results of an interview conducted with Mrs. Siti Sulistiyah Si, T, Mh as Head of the ATR/BPN Dispute Control and Handling Section of Jepara Regency on March 30, 2026,

<https://jateng.tribunnews.com/2025/05/13/pemkab-jepara-masih-upayakan-penyelesaian-permasalahan-sdn-10-karanggondang>.

stated that regarding this dispute regarding the issuance of SHM in this case, the BPN only acted as a verifier or the issuer, regarding the basis of the dispute, the BPN did not comment further.

Based on the events and interviews described in the previous paragraph, legal protection and certainty regarding the village asset swap have not been achieved, as replacement land or compensation for losses has not been received. In this regard, the author offers several recommendations to ensure legal certainty and legal protection for landowners in village asset swaps.

Table 7. Recommendations for solutions and advantages and disadvantages

Recommendation	Mechanism	Excess	Weaknesses / Challenges
Lawsuit to the PTUN (to cancel AJB/SHM)	Challenge the validity of the certificate and Deed of Sale and Purchase due to administrative defects (Article 64 of PP No. 18/2021).	Can cancel SHM issued without good faith.	The time limit is 5 years from the date of issuance of the SHM; if it is exceeded, it must go through the general courts.
Lawsuit to the District Court (ownership dispute)	Civil lawsuit between Surip's heirs and Ronald's heirs regarding who is the legal owner of the land.	Resolving the main dispute over ownership.	Long process; proof is difficult because historical documents (1979–1981) are vulnerable to damage.
Escrow	The District	Avoiding future	Requires

Account Mechanism	Government purchased the land from Ronald's heirs, the money was deposited in a joint bank account, then divided according to the agreement of the two heirs (Surip and Ronald).	disputes; public facilities remain standing; payment certainty.	good faith from all parties (district government, Ronald's heirs, Surip's heirs).
Mediation with a Restorative Justice Approach	Involving the Regent, village, both heirs, and BPN to reach an agreement on the division of land value.	Faster, cheaper, maintain social relationships.	Not legally binding if one party does not comply.

Source: Author's analysis 2026

1. *Sue to the PTUN and PN*

The principle of *ne bis in idem* is a principle that explains that a case which has the same object, parties, and subject matter, whether it has been decided by the court and has permanent legal force, whether it is granted or rejected, cannot be sued again for the second time. This principle exists to guarantee legal certainty for the parties involved. Regulations regarding the principle of *ne bis in idem* can be found in Article 1917 of the Civil Code which states "The power of a Judge's decision that has obtained absolute power is not broader than just regarding the matter of the decision. To be able to advance that power, it is necessary

that the matter being demanded is the same, that the claim is based on the same reasons, and is also submitted by and against the same parties in the same relationship." According to Yahya Harahap, the principle of *ne bis in idem* contains the understanding that a decision that has been handed down by a judge has binding power for the parties involved in the case.²⁹ This provision shows that a court decision that has permanent legal force is not only binding on the verdict itself, but also includes the substance or main points of the case that have been examined and decided by the judge.

In this case, Surip's heirs can file a new lawsuit with the same disputed object, but here Surip's heirs can sue Ronald's heirs for their land by referring to Government Regulation (PP) Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration. Article 64 of PP No. 18 of 2021 explains that the cancellation of Land Rights due to administrative defects can only be done under certain conditions. This cancellation can be done before the 5 (five) year period since the Land Rights Certificate was issued, namely for land rights that were first issued and have not been transferred, or for land rights that have been transferred but the parties did not have good faith in accordance with the provisions of the laws and regulations. In addition, cancellation can also be done if there is an overlapping Land Rights period. However, if the 5 (five) year period has passed, the cancellation process must be carried out through a judicial mechanism. In the context of the Surip land dispute case, the heirs in this case still have the right to apply for legal protection on the basis that when the AJB was made with Ronald, Ronald did not act in good faith and the heirs did not physically control the land.

Surip's heirs can choose to file a lawsuit with two courts: the Semarang State Administrative Court and the Jepara District Court. However, the choice of court is crucial, as the jurisdictions of these courts differ. If Surip's heirs wish to file a lawsuit regarding the validity of the Deed of Sale and

²⁹ M. Yahya Harahap. *Hukum Acara Perdata*, Jakarta: Sinar Grafika, (2004)

Purchase (AJB), the Semarang State Administrative Court has jurisdiction. Meanwhile, if the lawsuit concerns land ownership or the SHM, the Jepara District Court has jurisdiction. To file a lawsuit, evidence is required to support Surip's heirs' claim, including the Village Deliberation Book (Rembug Desa), Letter C, SPPT (Deed of Deed of Sale and Purchase), and witnesses to support the lawsuit. This ensures legal protection for Surip's heirs after more than 35 years.

2. Escrow Account Mechanism: Depositing Replacement Money into a Locked Account

The escrow account mechanism, or joint account, is essentially used to provide a sense of security in transactions, especially those involving significant value, such as land sales. In practice, an escrow account involves a third party temporarily holding funds until all agreed-upon conditions are met.³⁰ This mechanism is crucial because land transactions often give rise to legal issues, particularly when there are ownership disputes, inheritance disputes, or disagreements between heirs. With an escrow account, payments are not immediately made to one party but are held until the land's status and rights are clarified. This concept aims to prevent losses for both buyers and sellers in transactions that could potentially lead to future conflict. In the context of Indonesian land law, the use of escrow accounts is increasingly being viewed as an alternative form of legal protection because it can increase certainty and trust between parties in the land purchase process.³¹

³⁰ Yusuf, Virya Suprayogi, Maskun Maskun, Judhariksawan Judhariksawan, M. Arfin Hamid, Supriadi Supriadi, and Muh Mutawalli Mukhlis. "Does Escrow Really Protect Consumers?" *Justicia Islamica* 23, no. 1 (2026): 29–60. <https://doi.org/10.21154/justicia.v23i1.12302>.

³¹ Hamdani, Fathul, Sri Sukmana Damayanti, Wahyu Prawesthi, Muhammad Yustino Aribawa, and Vallencia Nandya Paramitha. "Konsep Escrow Account Peralihan Hak Atas Tanah Dalam PeraturanPerundang-Undangan: Jaminan Kepastian Hukum Bagi Para Pihak." *Jurnal Fundamental Justice* 6, no. 2 (2025): 241–60. <https://doi.org/10.30812/fundamental.v6i2.5423>.

In the context of this land ownership dispute, if the litigation path can no longer be continued, then Surip's heirs have no other option but to use the escrow account method. The buyer in this case, the Jepara Regency Government, conducted a sale and purchase with the certificate holder of the land, namely Ronald's heirs. Before the sale and purchase took place, the two heirs, namely Surip and Ronald, had to reach an agreement regarding the percentage they would share from the sale of the land. The land is a crucial object in this dispute, because no matter what, establishing a public facility on freehold land is an unusual or rare thing to do. The construction of public facilities on freehold land can give rise to potential disputes in the future. Therefore, the Jepara Regency Government must purchase the land, to avoid future disputes. The use of an escrow account in the context of this dispute can be done by having a third party, namely a public bank, as the party holding a joint account between the seller and the buyer. After the seller relinquishes his land rights, the money deposited in the joint account will be given to him, from this, legal protection can be achieved.

E. Conclusion

The legal uncertainty in the land dispute between Surip and the Karanggondang Village Government arose due to irregularities in the implementation of the land swap, which was not carried out according to the agreement from the start. Surip's land was used for the construction of an Inpres Elementary School with the promise of compensation in the form of village land, but this compensation has not been realized for decades. On the other hand, the land that was originally used for public purposes was changed to a Freehold Certificate in the name of Ronald Lokollo through a sale and purchase mechanism that was never known to or approved by Surip and his heirs. This condition indicates maladministration and abuse of authority by village officials that contradicts the principle of legal certainty and the General Principles of Good Governance (AAUPB).

Furthermore, weak village administration exacerbated

the dispute due to the lack of transparency, oversight, and follow-up regarding the obligation to provide replacement land. The village government failed to fulfill its administrative responsibility to protect community rights, and the intimidation of Surip reflected the poor governance of the time. The legal process became even more complicated after the High Court accepted the exception of the lack of parties, thus declaring Surip's heirs' lawsuit inadmissible. This decision eliminated the legal certainty previously achieved at the first instance and made legal protection for the heirs less than optimal. Thus, this case demonstrates that legal uncertainty is not only caused by administrative errors, but also by the application of overly formal legal procedures that ignore substantive justice for the injured parties.

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