



Criminal Acts Against The Law Of Corruption (Case Study Medan District Court No. 45 / Pid.Sus-TPK/2021 / Fr.Mdn jo Medan High Court case No. 33/Pid.Sus-TPK/2021 / PT.Mdn)

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ABSTRACT

In essence, the land has a very important meaning for human life, because the land is the main foundation of all activities carried out. In accordance with the ownership and use of land in Indonesia, there are lands that are controlled by state-owned institutions, one of which is land controlled by PT.Kereta Api Indonesia (Persero). State-controlled land PT.Kereta Api Indonesia (Persero) which was originally to support the potential development process of PT.Kereta Api Indonesia (Persero) itself, now there are many houses and community business activities throughout Indonesia, one of which is in the city of Medan, North Sumatra province, there are many areas on the edge of the railway where on each edge there are houses and business activities of residents who are renting from the land assets of PT.Kereta Api Indonesia (Persero). The problem raised in this thesis is the lease of land assets of PT.KAI (persero) Division I North Sumatra which led to the conviction in the verdict of committing acts against the law of corruption, because they do not want to fulfill their obligations to pay rent, while the requirements of Article 2 and Article 3 of the UUPTPK are acts against the law (*Wederrechtelijkheid*) or abuse of control that begins with a violation of procedure or, contrary to the rules or deviations from the authority provided for in the law on procurement of government goods and services, the procedure starts from planning, the need until the completion of all activities to obtain government goods/services with the aim of enriching themselves or benefiting themselves, causing financial losses to the state. While the unlawful acts committed by the defendant include the scope of civil (*Onrecht Matiq Overheidsdaad*) which is private (*vide* Article 1365 of the Civil Code) and can file a tort claim in the form of reimbursement of costs, losses, and interest as in Article 1243 of the Civil Code and Article 1267 of the Civil Code.

INTRODUCTION

Land has a very important meaning for human life, because land is the main foundation of all activities carried out, whether individuals, groups of people, a legal entity or the government must use the land. In addition, the land also serves as a source of wealth because the land and its contents can provide various sources of income for the owner and those who control. Much of human life depends on the soil. The human need for land is a very basic and absolute need. In fact, history shows that human survival, both as individuals and as social beings, always requires land to meet their needs by means of relationships, and utilizing land resources. Land for human life can be considered as a permanent treasure, because it provides stability to be reserved for human life in the future (Oky Nasrul, 2022).

For human life the soil has a very important meaning, because most of the human life depends on the soil. Land can be assessed as property that has the nature of "permanent " and is a place of settlement that can be reserved for life in the future. Apart from being a source of livelihood for humans, land also serves as a place to live and earn a living through farming, plantations, offices, industry (Imam Sutiknjo,1999).

In ancient times, people can own and master the land in an easy way that is to master it by cutting down trees on the land and then directly building a house or the like or can directly work on it which then the land becomes a personal asset that is inherited from generation to generation.

But now it is no longer valid, the development of Science and technology has given the consequence that the relationship between humans and the land easily required the arrangement and arrangement of more carefully, especially with regard to the control, designation, use, supply and maintenance (Ramli Zein,1995)

Basic agrarian law (UUPA) as a reference from Law No. 5 of 1960 was prepared based on the guidelines of Pancasila as the basis of kerokanian and is the principle of agrarian law that is specific and has been embodied in the Articles of the basic agrarian law.

In the National Land Law, two groups of land are now known, namely land that has not been or is no longer controlled by one of the land rights and land rights controlled by individuals and legal entities with land rights referred to in Article 16 Paragraph (1) of the UUPA, namely : property rights, Business rights (HGU), building rights (HGB), use rights, lease rights, land clearing rights, Forest Product Collection rights and other rights that are not included in the

rights that authorize the right holder to use the land in question (Nurhayati,2007).

In accordance with the ownership and use of land in Indonesia, there are lands that are controlled by state-owned institutions, one of which is land controlled by PT.Kereta Api Indonesia (Persero). On the way PT.Kereta Api Indonesia (Persero) in Indonesia, the initial purpose of state land tenure will certainly be used for a potential development as well as to improve the role of the railway which is directly related to matters concerning facilities and supporting infrastructure for PT.Kereta Api Indonesia (Persero). However, at present, there are several supporting facilities and infrastructure that are no longer used and as the development over time, state land controlled by PT.Kereta Api Indonesia (Persero) which was originally to support the potential development process of PT.Kereta Api Indonesia (Persero) itself, there are now many houses and business activities throughout the territory of Indonesia, one of which is in the city of Medan, North Sumatra province, there are many railway edge areas, where every edge of the railway there are houses of citizens who are people who rent from the land assets of PT.Kereta Api Indonesia (Persero).

PT.Kereta Api Indonesia (Persero) is a state-owned company that has management rights. PT.Kereta Api Indonesia (Persero) in its implementation of the management rights it controls to use the land properly and PT.Kereta Api Indonesia (Persero) leases the land to third parties, both to legal entities, namely companies and individuals.

PT.Kereta Api Indonesia (Persero) according to the attachment of the letter of the head of the National Land Agency No.500-1255 of May 4, 1992 included in the definition of government agencies that control and manage state lands, caused by PT.Kereta Api Indonesia (Persero) is a state-owned enterprise (BUMN) allowed to lease which is allowed to carry out asset land lease business according to the agreement which has been stipulated in the regulation of the Minister of State-Owned Enterprises No.PER-04/MBU/08/2017 concerning the regulation of SOE agreements in the framework of the use of fixed assets of the company for a period of up to 5 (five) years, of course, the regulation is prepared in such a way with reference to the regulation of the Minister of state-owned enterprises (SOEs) No.PER-13/MBU/08 / 2017.

PT.Kereta Api Indonesia (Persero) in optimizing through asset utilization system as stipulated in the regulation of the minister of SOEs No.PER-13/MBU/09 / 2014 on guidelines for the utilization of fixed assets, which in the regulation has been explained in detail about the rights and

obligations that must be fulfilled by partners who lease Soe land. Then in the decision of the Board of Directors of PT.Kereta Api Indonesia (Persero) No.Kep.U / KA.104 / VI / / KA-2017 concerning guidelines for the utilization of Long-Term Fixed Assets and decisions of the Board of Directors of PT.Kereta Api Indonesia (Persero) No.KEP.U / KA.102/IV/I / 2016 concerning guidelines for the utilization of fixed assets of the company for a period of up to five years (Try Mutia Darwis,2019)

About leasing assets of PT.Kereta Api Indonesia (Persero) in its operations is divided into 2 (two) namely Railway and Non Railway. Asset lease PT.Kereta Api Indonesia (Persero) the Railway is a lease that is still within the scope of the railway is still active. Lease for Non Railway is a lease within the scope of this non-active railway, especially for land inviting many people to occupy land owned by PT.Kereta Api Indonesia (Persero) especially from PT.Kereta Api Indonesia (Persero) utilizes the inactive land to be leased to the community and if they still want to occupy the land managed by PT.Kereta Api Indonesia (Persero), then the tenant is obliged to renew the contract again and so on as per the fixed asset lease regulations of PT.KAI (Persero) Division I North Sumatra regulated in the decree of the Board of Directors of PT.KAI (Persero) with letter number No.Kep.U / KA.104 / VI / / KA-2017 concerning guidelines for the utilization of Long-Term Fixed Assets and decisions of the Board of Directors of PT.Kereta Api Indonesia (Persero) No.KEP.U / KA.102/IV/I / 2016 concerning guidelines for the utilization of fixed assets of the company for a period of up to five years.

The practice of land use assets owned by PT.Kereta Api Indonesia (Persero) which is leased to the public often causes legal problems due to non-compliance with the lease agreement held. Basically, an agreement will take place well if the parties to the agreement are based on good faith, but if one party is not in good faith or does not carry out its obligations, legal problems will arise. As is the case with the lease agreement between the defendant TAUFIK SITEPU, S.H with PT.Kereta Api Indonesia (Persero) Division I North Sumatra. Legal issues arising in the lease agreement owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra due to unlawful acts or default. Tort or tort committed by Defendant TAUFIK SITEPU, S.H does not return the leased land after the expiration of the agreement and does not extend the lease back.

The defendant,S.H that does not return the assets of PT.Kereta Api Indonesia (Persero) Division I of North Sumatra after the lease term ends and also does not extend the lease raises new legal issues,

where the unlawful act that is violated is an act against the law of corruption which has been decided at the Corruption Court at the Medan District Court No.45/Pid.Sus-TPK/2021 / Fr.Mdn jo Corruption Court decision at the Medan High Court No. 33/Pid.Sus-TPK/2021 / PT.Mdn is not an act against civil law (onrechtmatige daad).

Considering the object of the case in the decision of Case No.45/Pid.Sus-TPK/2021 / Fr.Mdn started from a lease agreement to lease the land assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra to the late. M.ARIFIN SITEPU (parents of Defendant TAUFIK SITEPU, S.H) located at Jalan Perintis Kemerdekaan / Jalan Putri Merak Jingga Dh.Jalan Gudang Medan covering an area of 597 M2 to open a workshop business as stipulated in the lease agreement number DD/HK/1342/D.22/1996 dated September 5, 1996 for 1 (one) year and the cost of rent amounting to Rp.541,777 (five hundred forty-one thousand seven hundred seventy-seven rupiah).

Initially the lease relationship between PT.Kereta Api Indonesia (Persero) Division I North Sumatra with M.ARIFIN SITEPU (parents of the accused) took place well and continuously, before M.ARIFIN SITEPU died in 2001. When M.ARIFIN SITEPU (the defendant's parents) died in 2001, the lease relationship continued to M's heirs.ARIFIN SITEPU is the defendant TAUFIK SITEPU, S.H until 2003, based on the letter of Agreement number: HK.213 / VI/559 / TB.ESU-99 dated June 25, 1999 with a land lease fee of Rp.3,436,070 (three million four hundred thirty six thousand seventy rupiah) with a period of 3 (three) years from June 1, 2000 to May 31, 2003.

That on the lease that still continues, the heirs of M.ARIFIN SITEPU (defendant TAUFIK SITEPU, S.H) continue the workshop business in the area of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra until May 31, 2003 in accordance with the letter of Agreement number : HK.213 / VI/559 / TB.ESU-99 of June 25, 1999 signed by the defendant's parents. But before the expiration of the lease agreement rent number: HK.213 / VI/559 / TB.ESU-99 dated June 25, 1999,defendant TAUFIK SITEPU, S.He is the heir of Alma.M.ARIFIN SITEPU applied for an extension of land lease rights to PT.Kereta Api Indonesia (Persero) Division I North Sumatra, and on July 22,2003 defendant TAUFIK SITEPU, SH signed a lease agreement owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra Number : HK.213/109/VII / Division 1 S-2003 with a period of 1 (one) year from July 1, 2003 to June 30, 2004 with a rental fee of Rp.5,300,000 (five million three hundred thousand rupiah), and

land lease agreement between the defendant TAUFIK SITEPU, S.H with PT.Kereta Api Indonesia (Persero) Division I North Sumatra initially went well and continued until 2006 as a letter of agreement number: HK.213/04/I / Divre I SU-2006.

This legal issue arose after the defendant TAUFIK SITEPU, S.H found his parents' legacy File (Alm.M.ARIFIN SITEPU) around the year 2006 in the form of: sales and Purchase Letter between Drs.BING GHOZALI with DJOHAN TJENGAL, certificate from Kesawan Village, notarial deed no.64 dated February 21, 1998 which contains that the parents of the defendant with Djohan Tjengal and Sudarman there is a partnership for the distribution of revenue on the Land of Jalan Perintis Kemerdekaan, as a result, the defendant, S.H does not continue the lease of land assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra after Agreement number : HK.213/04 / Division I SU-2006 on July 31, 2007 ended, and also did not return the land assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra, although PT.Kereta Api Indonesia (Persero) has sent a letter of extension of land lease number : HK.213/IX/01 / TB-2007 followed by a bill of land lease extension to the defendant TAUFIK SITEPU,S.H.

That the actions of the defendant TAUFIK SITEPU, S.H who does not return and extend the lease of land assets owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra from 2007 to 2020, without any enforcement action from PT.Kereta Api Indonesia (Persero) Division I North Sumatra as the owner of the land rights based on Grondkaart number : 2475, G No.40, IJ 135 e DSM WW emplacement terrain recorded in the recapitulation list Aktive fixed – 9 raises the question of whether the PT.Kereta Api Indonesia (Persero) Division I of North Sumatra did deliberately omit the defendant TAUFIK SITEPU,SH to continue to occupy assets owned by PT.Kereta Api Indonesia (Persero) Division I of North Sumatra without any enforcement efforts for approximately 13 years (2007 s.d 2020) sebagaimana lease rules contained in the decree of the Board of Directors No.Kep.U / KA.104 / VI / / KA-2017 concerning guidelines for the utilization of Long-Term Fixed Assets and decisions of the Board of Directors of PT.Kereta Api Indonesia (Persero) No.KEP.U / KA.102 / IV / I / 2016 on asset utilization Implementation Guidelines Remain a company for a period of up to five years, so that it becomes a loophole for sentencing the defendant TAUFIK SITEPU, S.H, and the consequences arising from the actions of the defendant TAUFIK SITEPU, S.H PT.Kereta Api Indonesia (Persero) Division I North Sumatra suffered losses as stated by witness JOKO

WAHYOTO from KJPP Abdullah Fitriantoro & partners in his statement as an expert appointed by PT.KAI (Persero) Division I of North Sumatra to conduct property assessment of Land Management owned by PT.KAI (Persero) Division I North Sumatra located on Jalan Perintis Kemerdekaan with a land area of 597 M.

That here the author will conduct an analysis of legal considerations on legal products or decisions of the panel of judges, or the indictment of the course of proceedings in court and the behavior of prosecutors and judges during the trial process, to determine the extent to which legal considerations or legal process in accordance or contrary to legal principles, with procedural legal procedures and also with legal justice, moral justice and social justice as well as the code of ethics of law enforcement behavior. Because the defendant TAUFIK SITEPU, S.H was convicted of committing an act against the law of corruption Article 2 Paragraph (1) of the Corruption Act is not an act against civil law (onrechtmatigedaad), considering that there are still many people who use the land assets of PT.Kereta Api Indonesia (Persero) whose lease term has expired but still occupies land assets owned by PT.Kereta Api Indonesia (Persero) without extending the lease back, will be subject to the same sanctions, Article 7 of the Universal Declaration of Human Rights states that "all persons are equal before the law and are entitled to equal legal protection without discrimination of any kind

METHOD

The type of research used is normative legal research, which focuses on examining the verdict of corruption at the Medan District Court No.45/Pid.Sus-TPK/2021 / Fr.Mdn jo Medan High Court Decision No.33/Pid.sus-TPK/2021 / PT.Mdn, because in the verdict the defendant was found guilty of committing unlawful acts Article 2 Paragraph (1) of the Corruption Act and also to know the considerations and reasons for the judge in deciding the case, considering that the object of the case does not carry out the obligation to extend the lease and pay the rent as per the fixed asset lease regulations of PT.KAI (Persero) Division I North Sumatra which is regulated in the decree of the Board of Directors of PT.KAI (Persero) No.Kep.U / KA.104 / VI / / KA-2017 concerning guidelines for the utilization of Long-Term Fixed Assets and decree of the Board of Directors of PT.Kereta Api Indonesia (Persero) No.KEP.U / KA.102/IV/I / 2016 concerning instructions for the implementation of the utilization of fixed assets of the company for a period of up to five years, in which the defendant retains control of the land by opening a

workshop business. Normative legal research is a scientific research procedure to find the truth based on the logic of legal Science and the normative side, this type of research does not know Field Research because what is studied is legal materials so it can be said as; library based, focusing on reading and analysis of the primary and secondary materials (library based, with a focus on reading and analysis of primary and Secondary Materials).

RESULTS AND DISCUSSION

In the decision of the District Court case No.45/Pid.Sus-TPK/2021 / Fr.Mdn jo Medan High Court No.33/Pid.Sus-TPK/2021 / PT.P.S. The accused, s.H was sentenced to imprisonment for acts against the law of corruption Article 2 Paragraph (1) of the Corruption Act in addition to being sentenced to imprisonment, the defendant TAUFIK SITEPU, S.H is also sentenced to a fine with a subsidiary of imprisonment if the fine is not paid.

Before discussing the considerations and reasons for the judge to give a criminal verdict against the corruption law Article 2 Paragraph (1) of the corruption law, the author outlines the position of the case as follows :

That PT.Kereta Api Indonesia (Persero) Division I North Sumatra has land assets located on Jalan Perintis Kemerdekaan/Jalan Putri Merak Jingga Dh.Jalan Gudang Medan covering an area of 597 M2 based on Grondkaart number: 2475, G No.40, IJ 135 e DSM WW Emplacement Medan recorded in the recapitulation list Aktive Tetap – 8, the results of the Inventarization of land fixed assets Perumka exploitation of North Sumatra position June 30, 1997.

That PT.Kereta Api Indonesia (Persero) Division I North Sumatra leased land assets located on Jalan Perintis Kemerdekaan/Jalan Putri Merak Jingga Dh.Jalan Gudang Medan covering an area of 597 M2 to Alm. M.ARIFIN SITEPU (parents of Defendant TAUFIK SITEPU, S.H) to open a workshop business as stipulated in the lease agreement:

1. Number DD/HK/1342 / D.22/1996 for a period of 1 year
2. JB number.310 / VI/631 / ekd-1997 for a period of 1 year
3. JB number.310 / VIII/431/TB / TB.ESU-98 for a period of 1 year
4. HK number.213 / VI/595 / TB-ESU-99 for a period of 1 year
5. HK number.213 / VI/559 / TB.ESU-99 for a period of 3 years

Initially the lease relationship between PT.Kereta Api Indonesia (Persero) Division I North Sumatra with M.ARIFIN SITEPU (parents of the accused) took

place well and continuously, before M.ARIFIN SITEPU died in 2001.

When M.ARIFIN SITEPU (the defendant's parents) died in 2001, the lease relationship continued to M's heirs.ARIFIN SITEPU is the defendant TAUFIK SITEPU, S.H until 2003, based on the letter of Agreement number: HK.213 / VI/559 / TB.ESU-99 dated June 25, 1999 with a land lease fee of Rp.3,436,070 (three million four hundred thirty six thousand seventy rupiah) with a period of 3 (three) years from June 1, 2000 to May 31, 2003.

That on the lease that still continues, the heirs of M.ARIFIN SITEPU (defendant TAUFIK SITEPU, S.H) continue the workshop business in the area of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra until May 31, 2003 in accordance with the letter of Agreement number : HK.213 / VI/559 / TB.ESU-99 of June 25, 1999 signed by the defendant's parents.

But before the expiration of the lease agreement rent number: HK.213 / VI/559 / TB.ESU-99 dated June 25, 1999, defendant TAUFIK SITEPU, S.H is the heir of Alma.M.ARIFIN SITEPU applied for an extension of land lease rights to PT.Kereta Api Indonesia (Persero) Division I North Sumatra, and on July 22, 2003 the defendant TAUFIK SITEPU, S.H signed a lease agreement owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra Number : HK.213/109/VII / DIVRE 1 S-2003 with a period of 1 (one) year from July 1, 2003 to June 30, 2004 with a rental fee of Rp.5,300,000 (five million three hundred thousand rupiah), and land lease agreement assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra, and land lease agreement assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra with Defendant TAUFIK SITEPU, S.H continued until 2006 as letter of agreement number: HK.213/04/I / Divre I SU-2006.

This legal issue arose after the defendant TAUFIK SITEPU, S.H found his parents ' legacy File (Alm.M.ARIFIN SITEPU) around the year 2006 in the form of: sales and Purchase Letter between Drs.BING GHOZALI with DJOHAN TJENGAL, certificate from Kesawan Village, notarial deed no.64 dated February 21, 1998 which contains that the parents of the defendant with Djohan Tjengal and Sudarman there is a partnership for the distribution of revenue on the Land of Jalan Perintis Kemerdekaan , as a result, the defendant, S.H does not extend the lease of land assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra after Agreement number : HK.213/04 / Division I SU-2006 on July 31, 2007 ended, and the defendant TAUFIK SITEPU, S.H still occupy and cultivate the land with a car workshop service business.

PT.Kereta Api Indonesia (Persero) Division I North Sumatra claimed the land is an asset owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra based Grondkaart number : 2475, G No.40, IJ 135 e DSM WW Emplacement Medan recorded in the recapitulation list Aktive Tetap – 8, the results of the Invetarization of land fixed assets Perumka exploitation of North Sumatra position June 30, 1997.

That by not renewing the lease and the defendant TAUFIK SITEPU, S.H still occupies land assets and land management of PT.Kereta Api Indonesia (Persero) Division I North Sumatra with workshop business, cause state financial losses of Rp.11,255,502,000 (eleven billion two hundred and fifty-five million five hundred and two thousand rupiah) in addition to state financial losses, there has been an Opportunity Loss or potential loss of income of PT.Kereta Api Indonesia (Persero) Division I North Sumatra in Medan amounting to Rp.982,517,417 (nine hundred eighty-two million five hundred seventeen thousand four hundred seventeen rupiah) as stated by witness JOKO WAHYOTO from KJPP Abdullah Fitriantoro & partners in his statement as an expert appointed by PT.KAI (Persero) Division I North Sumatra to do property assessment of Land Management owned by PT.KAI (Persero) Division I North Sumatra located on Jalan Perintis Kemerdekaan with a land area of 597 M .

Primair: That the defendant TAUFIK SITEPU, SH since July 2007 to September 2020 or at least at some time in 2007 to 2020 housed at PT.Kereta Api Indonesia (Persero) Division I North Sumatra is located at Km 0+696-0+717 Cross Medan-Belawan precisely on Jalan Perintis Kemerdekaan / Jalan Putri Merak Jingga dh.Jalan Gudang Medan or at least in another place based on the provisions of Article 5 in conjunction with Article 35 paragraph (1) and (2) of law no.46 of 2009 on corruption court jo Article 3 Number 1 decision of the Chief Justice of the Supreme Court of the Republic of Indonesia number 022/KMA/SK/II / 2011 dated February 7, 2011 is still included in the legal area of the District Court for corruption in the North Sumatra region in Medan which is authorized to examine and prosecute this case, unlawfully which is contrary to law No.17 of 2003 on State Finance, Law No.19 of 2003 on state-owned enterprises, law No.1 of 2004 on the National Treasury, Permenkeu RI No. 33 / PMK.06/2012 concerning procedures for the implementation of the lease of State Property, decree of the Board of Directors of PT.Kereta Api Indonesia (Persero) No.KEP.U/KA102/IV/1 / KA-2016, doing the act of enriching themselves or others or a corporation that can harm the state finances or the state economy of Rp.11,255,502,000 (eleven billion two hundred fifty

five million five hundred two thousand rupiah), in addition to state financial losses, there has been an Opportunity Loss or loss of income position of PT.Kereta Api Indonesia (Persero) Division I North Sumatra in Medan amounting to Rp.982,517,417 (nine hundred eighty-two million five hundred seventeen thousand four hundred seventeen rupiah) conducted in the following ways :

PT.Kereta Api Indonesia (Persero) Division I north Sumatra owns and controls/operates a 597b M2 land object located on Jalan Perintis Kemerdekaan/Jl.The Princess Of D.C.Jalan Gudang Medan based Grondkaart number: 2475, G No.40, IJ 135 e DSM WW emplacement Medan, UU RI No.86 of 1958 concerning the nationalization of Dutch-owned companies within the territory of the Republic of Indonesia, Government Regulation No.41 of 1959 on the nationalization of Railways and telephone companies owned by the Netherlands, Government Regulation No. 57 of 1990 on the transfer of the form of Railway Service Company (Perja) into a public company (Perum) Railway and fixed assets Book-8 results of the inventory of fixed assets of North Sumatra Perumka exploitation land and Letter of the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency Medan City Land Office Number: 1629/12.71.300/X/2017 dated October 23, 2017.

That the land area of 597 M2 assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra leased to others, namely to M.ARIFI SITEPU (parents of accused TAUFIK SITEPU, S.H) and the dilahan M.ARIFIN SITEPU opened a car service workshop business. In the case of M.ARIFIN SITEPU rent land PT.Kereta Api Indonesia (Persero) Division I of North Sumatra poured in a land lease agreement owned by PT.Kereta Api Indonesia :

1. Number DD/HK/1342 / D.22/1996 for a period of 1 year
2. JB number.310 / VI/631 / ekd-1997 for a period of 1 year
3. JB number.310 / VIII/431/TB / TB.ESU-98 for a period of 1 year
4. HK number.213 / VI/595 / TB-ESU-99 for a period of 1 year
5. HK number.213 / VI/559 / TB.ESU-99 for a period of 3 years

On December 16, 2001 A.D.ARIFIN SITEPU died and was accused as the heir of M.ARIFIN SITEPU continued his workshop business in the area of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra-Medan until May 31, 2003,in accordance with the lease agreement signed by the parents of the defendant TAUFIK SITEPU, S.H, but before the end of the lease agreement, defendant

TAUFIK SITEPU, S.He is the heir of Alma. M.ARIFIN SITEPU sent a letter to the head of exploitation PT.Kereta Api Indonesia (Persero) Division I North Sumatra-Medan in accordance with the letter of the defendant TAUFIK SITEPU,S.H dated May 5, 2003 regarding the application/extension of lease rights to the land of PT.Kereta Api Indonesia (Persero) Division I North Sumatra which in essence the defendant TAUFIK SITEPU,S.H filed an application for Land extension and followed by a letter from the defendant TAUFIK SITEPU, S.H dated May 23, 2003 regarding the extension of land lease PT.Kereta Api Indonesia (Persero) Division I North Sumatra, as a result, the defendant, S.He is the heir of Alma.M.ARIFIN SITEPU continues to extend the lease on land owned / controlled by PT.Kereta Api Indonesia (Persero) Division I North Sumatra, namely by signing a letter of agreement number HK.213/109/VII / DIVRE SU-2003 dated July 22, 2003 with a period of 1 year from July 1, 2003 to June 30, 2004. That with the expiration of the lease agreement dated June 30, 2004 between the defendant TAUFIK SITEPU,S.H with PT.Kereta Api Indonesia (Persero) Division I North Sumatra then carried out a Land Use Agreement with a period of 1 year from July 1, 2004 to June 30, 2005. After the expiration of the land use extension agreement on June 30, 2005, then on July 13, 2005, the PT.Kereta Api Indonesia (Persero) Division I North Sumatra issued a notice of land lease bill HK number.210/000001/07 / KASI-TB/2005, but on August 1,2005 the defendant TAUFIK SITEPU, SH filed an objection to the lease of land set by PT.Kereta Api Indonesia (Persero) Division I North Sumatra but the PT.Kereta Api Indonesia (Persero) Division I North Sumatra gave a warning to the defendant in accordance with the letter number JB.009 / XI/03 / DIVRE I SU-2005 dated November 30, 2005 whose contents warned the defendant TAUFIK SITEPU, SH to pay the land rent no later than December 5, 2005, however, the defendant TAUFIK SITEPU, SH does not want to extend the lease agreement and still occupy and mngusahai land with a workshop business, so on January 4, 2006 the defendant re-signed a land lease agreement between PT.Kereta Api Indonesia (Persero) Division I North Sumatra represented by Dr.In the name of glory,M.ST with the defendant TAUFIK SITEPU, S.H in accordance with the agreement number HK.214/04 / I / Division I SU-2006 with a period of 2 years from August 1, 2015 to July 31, 2006.

That with the expiration of the lease between Tedakwa TAUFIK SITEPU, S.H with the PT.Kereta Api Indonesia (Persero) Division I North Sumatra on July 31, 2007 PT.Kereta Api Indonesia (Persero) Division

I North Sumatra sent a letter of extension of land lease to the defendant TAUFIK SITEPU,S.H corresponds to the letter HK number.213/IX/01 / TB-2007 and followed by a bill of extension of land lease to the defendant TAUFIK SITEPU,S.H, the defendant,S.H does not want to extend the lease of land and does not want to pay the rent of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra by reason of Defendant TAUFIK SITEPU,S.H found his parents ' legacy File (Alm.M.ARIFIN SITEPU) around the year 2006 in the form of: sales and Purchase Letter between Drs.BING GHOZALI with DJOHAN TJENGAL, certificate from Kesawan Village, Notarial Deed Of Nur Eny Ginting No.64 dated February 21, 1998, which contained that the defendant's parents with Djohan Tjengal and Sudarman had cooperated in the distribution of revenue on the Land of Jalan Perintis Kemerdekaan . As a result, the defendant, S.H still controls the land owned by PT.Kereta Api Indoneisa (Persero) Division I North Sumatra with car service workshop business.

That with the actions of the defendant TAUFIK SITEPU, S.H did not want to extend the lease of land and also did not pay the land lease rates then on September 27, 2007 PT.Kereta Api Indonesia (Persero) Division I North Sumatra issued a land lease extension bill to the defendant TAUFIK SITEPU,S.H for the lease of land from August 1,2007 to July 31, 2008, but the defendant still did not want to extend the lease agreement and did not want to pay the land rates even above the land defendant TAUFIK SITEPU, S.H put up a sign that read "this land belongs to H.M.ARIFIN SITEPU, et al. based on the letter SK CAMAT under the supervision of TAUFIK SITEPU, S.H " this shows as if the land belongs to Alm.M.ARIFIN SITEPU, et al. based on the decree of the Sub-District Head and the clarification of PT.Kereta Api Indoneisa (Persro) Division I of North Sumatra which is addressed to the West Medan Sub-District, the West Medan Sub-District replied "The Village and Sub-District until now have never/there issued/issued any letter, especially on behalf of H.M.ARIFIN SITEPU, et al" in accordance with letter number 300/Set/0056/I / 2015 dated January 9, 2015, on the answer from the head of the West Medan PT.Kereta Api Indonesia (Persero) Division I of North Sumatra made a subpoena to the defendant TAUFIK SITEPU,S.H

That based on the land lease agreement HK number.213/04/I / Division I north Sumatra which ended on June 31, 2007 defendant TAUFIKS,SITEPU,S.H no longer extend the lease of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra and defendant TAUFIK SITEPU,S.H still controlled the land and even leased

back the object of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra to NG MEI LIE without permission and knowledge of PT.Kereta Api Indonesia (Persero) Division I North Sumatra since 2014 until 2020.

That based on the land lease agreement owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra between PT.Kereta Api Indonesia (Persero) Division I North Sumatra both with M.ARIFIN SITEPU and also with the defendant TAUFIK SITEPU, S.H then the land lease rate is paid to the treasury of PT.Kereta Api Indonesia (Persero) Division I North Sumatra in the form of deposit letter A-8 where the land is a fixed asset of PT.Kereta Api Indonesia (Persero) Division I North Sumatra based on the book at-8 results of the inventory of land fixed assets Perumka exploitation of North Sumatra position June 30, 1997.

That Defendant TAUFIK SITEPU, S.H since 2007 until 2020 still controlled the land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra by opening a workshop and renting land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra to others in this case to NG MEI LIE and did not extend and did not pay rent obligations on land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra which is a fixed income in cash PT.Kereta Api Indonesia (Persero) Division I North Sumatra so that the defendant's actions have enriched the defendant TAUFIK SITEPU, S.H or at least have enriched others who are unlawful acts contrary to :

1. UU No.17 of 2003 on State Finance Article 1 point 1 : State Finance is all rights and obligations of the state that can be assessed with money and everything in the form of money and goods that can be used as state property in connection with the implementation of these rights and obligations.

2. UU No.19 of 2003 on State-Owned Enterprises Article 1 Number 1 : State-Owned Enterprises, hereinafter referred to as SOEs, are business entities in which all or most of their capital is owned by the state through direct participation derived from state property that is separated.

3. UU No. 1 of 2004 on the state Treasury Article 16 :

a. Paragraph (1) every state Ministry/institution/work unit of the regional apparatus that has a source of income shall intensify the acquisition of income to the authority and responsibility

b. Paragraph (2) in the government regulation receipts must be paid in full to the State/Regional Treasury in due time which is further regulated in the government regulation

4. It's on the 33rd floor.06/2012 challenge the procedure for the implementation of the lease of State Property Article 9: tenant / prospective tenant has responsibility

a. Make payment of rental fees;

b. Make payment of other fees, if any in accordance with the agreement and the provisions of legislation;

c. Perform security and maintenance of State Property (BMN) leased during the lease term;

d. Responsible to ensure that the quality of the products and services provided by the company is maintained and maintained in accordance with the

e. Fulfill other obligations stipulated in the lease agreement

5. SK Board of Directors PT.KAI (Persero) number : KEP Directors of PT.KAI (Persero) KEP number.U / KA.102/IV/1 / KA-2016 dated April 27, 2016, article 5 Paragraph (1) that partners are obliged to pay rent for the utilization of the company's fixed assets.

That the defendant TAUFIK SITEPU, S.H as regulated and punishable under Article 2 Paragraph (1) of the corruption law .

Demands number: PDS-06/L.2.10/Ft.1/05/2021 of the public prosecutor who was read and handed over in the trial on November 1, 2021 which basically demanded that the panel of judges in the judgment decide :

1. Accused of The Murder,s.H guilty of corruption, as in the indictment Primair violated Article 2 Paragraph (1) jo Article 18 of law no.31 of 1999 concerning the eradication of corruption as amended and supplemented by Law No. 20 of 2001 concerning the amendment of law no.31 of 1999 on the eradication of corruption.

2. Impose a crime against the defendant TAUFIK SITEPU, SH in the form of imprisonment for 11 (eleven) years deductible as long as the defendant is in temporary custody by order of the defendant remains detained in temporary detention by order of the defendant remains detained and a fine of Rp.500,000,000 (five hundred million rupiah) Subsidiar 6 (six) months confinement,

3. Sentenced to life imprisonment, s.H pay a replacement fee of Rp.12.238.019.417 (twelve billion two hundred thirty eight million nineteen thousand four hundred seventeen rupiah) taking into account the evidence of assets of PT.Kereta Api Indonesia (Persero) Division I North Sumatra which has been seized, namely in the form of land area of 597 M2 and buildings thereon located on Jalan Perintis Kemerdekaan No.2AA (KM 0 + 696 to + 717 left of Medan Binjai Cross Rail) Kesawan Village, Medan Barat District, Medan City, North Sumatra province

by kjpp assessed at Rp.11,255,502,000 (eleven billion two hundred and fifty-five million five hundred and two thousand rupiah) so that there is a shortage of replacement money payment of Rp.982,517,417 (nine hundred eighty-two million five hundred seventeen thousand four hundred seventeen rupiah) no later than within 1 (one) month after the verdict has obtained permanent force, the property is seized by the prosecutor and auctioned to cover the replacement money and in the event that the defendant does not have sufficient property to pay the replacement money, the defendant will have to pay replaced by imprisonment of 5 (five) years 6 (six) months of confinement.

4. Stating evidence in the form of :

1. 1 (one) set of wet stamp copy of Land Registration Certificate No. /II / SPKT / AKM / 198 dated Juni1998,

2. 1 (one) set of wet stamp copy of Certificate from Kesawan exit No.593.82/52 dated January 22, 1987,

3. 1 (one) set of wet stamp copy of deed of sale and Purchase dated January 17, 1987 Number : 53,

4. 1 (one) set of wet stamp copy of Land Title waiver dated January 26, 1987 Number 16,

5. 1 (one) set of photocopy of wet stamp certificate (proof of Rights) building rights Kesawan Village number 1047 measurement letter No.3740 t1987,

6. 1 (one) set of wet stamp copy of Agreement No. 64 dated February 21, 1998,

7. 1 (one) set of wet stamp copy of workshop Business Cooperation Agreement dated January 12, 1992,

8. 1 (one) set of wet stamp copy of the agreement on the rental of land owned by PT.Kereta Api Indonesia (Persero) at Jalan Perintis Kemerdekaan Medan number: HK.213/04/I / Division I SU-2006 dated 4 January 2006,

9. 1 (one) set of wet stamp copy of Floor Plan number :8997 / LEG/X / 2013 dated October 31, 2013,

10. 1 (one) set of photocopy of wet stamp letter from Medan Barat Sub-District subject: clarification of truth year letter number: 593/566 dated April 20, 2015,

11. 1 (one) set of wet stamp copy number: 1629/12.71. 300 / X / 2017 dated October 23, 2017 regarding application for explanation,

12. 1 (one) set of wet stamp copy of Special Power of Attorney number : HK.214/IX/1 / Division I SU-2015 dated September 01, 2015,

13. 1 (one) set of wet stamp copy of receipt & proof of cooperation agreement in running a car service workshop business located at Jalan Perintis

Kemerdekaan No.2 AA Kesawan Village West Medan District Medan City,

14. 1 (one) set of wet stamp copy G 40 (letter Grondkaart 40)

15. 1 (one) original sheet of letter from Medan Barat District Number 005/1109 dated December 5, 2019 regarding invitation,

16. 1 (one) original sheet of letter from West Medan District Number 005/1082 dated December 17, 2019 perhal Undangan II

17. 1 (one) original sheet of letter from West Medan District Number 005/1134 dated December 26, 2019 regarding invitation

18. 1 (one) copy of minutes dated December 30, 2019,

19. 1 (one) set of wet stamp attachment of Kurnia Penganugrahi (Grant) Number 96 dated May 17, 1926,

20. 1 (one) set of wet stamp copy of land lease agreement owned by Perumka exploitation Sum.North number J3. 210 / VI/63 / ekd-97 dated June 11, 1997,

21. 1 (one) set of photocopy of wet stamp application for continuation/extension of land lease rights P.J.K.A dated May 5, 2003,

22. 1 (one) set of wet stamp Land Use Contract HK number.213/109 / VII / Division I SU-2003 dated 22 July 2003,

23. 1 (one) set of photocopy of wet stamp number 005 / 15B dated June 25, 2003 regarding the invitation,

24. 1 (one) sheet of wet stamp copy number JB.009 / XI/03 / DIVRE I SU-2005 dated November 30, 2005 regarding the commemoration of,

25. 1 (one) set of photocopy of wet stamp book AT-8 results of inventory of land fixed assets Perumka exploitation of North Sumatra position June 30, 1997,

26. 1 (one) copy of wet stamp proof of land lease and proof of cash receipt dated August 16, 2020

27. 1 (one) copy of wet stamp tax declaration letter contained in land and Building Tax Year 2000,

28. 1 (one) sheet of wet stamp copy of land lease receipt Jalan Perintis Kemerdekaan dated May 22, 2003 amounting to Rp.5.300.000,

29. 2 (two) copies of extension of Land Use dated July 07, 2004,

30. 1 (one) copy of proof of cash receipt number 0078/KB/I/2006 dated January 06, 2006 and proof of cash receipt number : 0059/KB/I/007/2005 dated January 06, 2006 remains Terlampuir in the case file.

31. Land area of 597 M2 (five hundred ninety-seven square meters) and the building thereon is located on Jalan Perintis Kemerdekaan No.2 AA (kilometer) 0+696 to 0+717 to the left of the Medan

Binjai Cross-Rail Road) Kesawan Village, West Medan District, Medan City, North Sumatra province.

Refunded for payment of replacement money.

5. Determine that the defendant is burdened to pay the cost of the case of Rp.10,000 (ten thousand rupiah).

In deciding a case there are considerations that are owned by the judge as a basis in judging the defendant. Consideration of judges in decision number 45 / Pid.Sus-TPK/2021 / Fr.Mdn as follows: considering, that the defendant was brought to trial by the public prosecutor was indicted based on the indictment of Primair and Subsidair.

Considering, that against the indictment of the Public Prosecutor the defendant/the defendant's Legal Advisor has filed an objection as the exception of the defendant's Legal Advisor dated August 5, 2021 as well as the Public Prosecutor has filed a Reply/response dated August 12, 2021 and against the exception of the defendant's Legal Advisor and has been decided by Interim Decision number 45/Pid.sus.TPK / 2021 / / PN Mdn dated August 23, 2021.

Considering that in order to prove the indictment of the public prosecutor in front of the trial has submitted witnesses who have testified under oath/promise. Considering, that the Public Prosecutor has filed an expert who has been questioned.

Considering that the defendant's Legal Counsel has filed a witness Ade Charge (mitigating witness) and an expert who has given evidence. Considering, that the next trial the Public Prosecutor has confronted the defendant TAUFIK SITEPU, SH and has given a statement.

Considering, that according to elucidation of Article 2 Paragraph (1) of Law No.31 of 1999 concerning the limitation of corruption as amended and supplemented by Law No. 20 of 2001 concerning amendments to law no.31 of 1999 concerning the eradication of corruption, that what is meant by "against the law" is to include acts against the law in the formal sense as well as in the material sense, that is, even though the act is not regulated in the legislation, however, if the act is considered reprehensible because it is not in accordance with the sense of justice or the norms of social life in society, the act can be punished;

Considering, that according to the decision of the Constitutional Court No. 003 / PUU-IV/2006, the definition of illegal acts as described in the explanation of Article 2 Paragraph (1) of Law No. 31 of 1999 concerning the eradication of corruption, is stated "Contrary to the Constitution of 1945", and further in the dictum of the decision of the Constitutional Court decided: "stating elucidation of

Article 2 Paragraph (1) of the law of the Republic of Indonesia No.31 of 1999 concerning the eradication of corruption as amended by Law No. 20 of 2001 concerning amendments to Law No. 31 of 1999 concerning the limitation of corruption (State sheet of the Republic of Indonesia number: 4150) throughout the phrase that reads, What is meant by "unlawfully" in this article includes unlawful acts in the formal sense as well as in the material sense, that is, even if the act is not regulated in the legislation, but if the act is considered reprehensible because it is not in accordance with the sense of justice or the norms of social life in society, the act can be punished", it does not have binding legal force;

Considering that with the decision of the Constitutional Court (wederrechtelijkheid) in a formal sense, Prof. Van Hattum argues that, an act is only seen as against the law (wederrechtelijkheid) if the Act meets all the elements contained in the formulation of a crime according to the law of Prof.DR.Andi Hamzah argues that, against the law in the formal sense means doing an act that is contrary to the obligations stipulated by law;

Considering, that with respect to the doctrine of the jurists, the unlawful act is if the perbuatan committed by the defendant has fulfilled the elements mentioned in the formulation of the criminal act in the legislation as has been charged by the public prosecutor in his indictment and contrary to the obligations stipulated by the legislation, without having to be searched again whether the;

Considering, that to meet the element against the law does not need the entire indictment proved, enough of a single act of the act charged to the defendant in the indictment of the public prosecutor proved against the law then it is enough declared to meet the element against the law in the indictment primair;

Considering, that whether the actions charged against the defendant meet the "against the law " element of the primair indictment, the panel of judges will consider based on the facts revealed at the trial, as follows:

1. That PT.Kereta Api Indonesia (Persero) Division I North Sumatra (formerly named Perumka/Perum Kereta Api North Sumatra & NAD/PT.Kereta Api Divre I Sumut & NAD) owns and controls/manages the object of 597 M2 of land located in KM 0+696-0+717 cross Medan-Belawan precisely on Jalan Perintis Kemerdekaan / Jalan Putri Merak Hingga Dh.Jalan Gudang Medan, based on Grondkaat Nmor: 2475, G No.40, IJ 135 e DSM emplacement Medan;

2. That the object of land area of 597 M2 located in KM 0+696-0+717 cross Medan-Belawan precisely

on Jalan Perintis Kemerdekaan / Jalan Putri Merak
Jingga Dh.Jalan Gudang Medan, PT.Kereta Api
Indonesia (Persero) Division I North Sumatra leased
the land to others, namely to M.ARIFIN SITEPU
(parents of the accused) and dilahan M.ARIFIN
SITEPU opened a workshop business, as outlined in
the lease agreement, namely :

1. Lease agreement dated September 6, 1996
Number : DD/HK/1342/DD.22/1996 with a period of
1 (one) year and a rental fee of Rp.541,777 (five
hundred forty-one thousand seven hundred seventy-
seven rupiah).

2. Lease agreement dated June 11, 1997 in
accordance with letter number : JB.310/VI/631 / ekd-
1997 up to a period of 1 (one) year from June 1, 1997
to May 30, 1998 with rental rates and rent arrears
plus 10% VAT so that the land rent is Rp.541,771
(five hundred forty-one thousand seven hundred and
seventy-one rupiah).

3. Land rental agreement extension letter
number JB.310 / VIII/431/TB / TB.ESU-98 dated
August 5, 1998 with a lease period of 1 year starting
from June 1, 1998 to May 31, 1999, with a rental rate
including 10% VAT of Rp.541,777 (five hundred
forty-one thousand seven hundred seventy-seven
rupiah)

4. Rental agreement of land owned by perumka
eksploatasi Sumatera Utara number: HK.213 / VI/559
/ TB.ESU-99 dated June 25, 1999 with a period of 1
(one) year starting from June 1, 1999 until May 31,
2000 with a rental fee of Rp.945,648 (nine hundred
forty five thousand six hundred forty eight rupiah)
including VAT 10%

5. Letter of Agreement number: HK.213 / VI/559
/ TB.ESU-99 dated June 25, 1999 with a land lease
fee of Rp.3,436,070 (three million four hundred thirty
six thousand seventy rupiah). With a period of 3
(three) years from June 1, 2000 to May 31, 2003

3. That the proceeds from the lease of land
assets owned by PT.Kereta Api Indonesia (Persero)
Division I North Sumatra every receipt of land rent is
referred to by a competent officer who
deposits/enters the land lease proceeds on the
account number of PT.Kereta Api Indonesia (Persero)
Division I North Sumatra;

4. That on December 16, 2001 A.D.ARIFIN
SITEPU continued his workshop business in the land
area owned by PT.Kereta Api Indonesia (Persero)
Division I North Sumatra until May 31, 2003 (in
accordance with the lease agreement signed by the
defendant's parents);

5. That before the expiration of the lease anatar
PT.Kereta Api Indonesia (Persero) Division I North
Sumatra with the defendant's parents that is up on
May 31, 2003, furthermore, the defendant as heir

alm.M.ARIFIN SITEPU sent a letter to the head of
exploration PT.Kereta Api Indonesia (Persero) Medan
North Sumatra region in accordance with the letter
dated May 5, 2003 regarding the application for the
continuation/extension of the lease on land P.J.K.A
which in essence the defendant filed an application
for an extension of the land lease and followed by a
letter of the Defendant dated May 23, 2003 regarding
the extension of the land lease of PT.Kereta Api
Indonesia (Persero) which in essence proposes a
reduction in rental rates on land owned/controlled by
PT.Kereta Api Indonesia (Persero) Division I North
Sumatra;

6. That the defendant extend the lease on land
owned / controlled by PT.Kereta Api Indonesia
(Persero) Division I North Sumatra, namely by
signing a letter of agreement number
HK.213/109/VII / DIVRE I SU-2003 dated July 22,
2003 with a period of 1 (one) year from July 1, 2003
to June 30, 2004 with a rental fee of Rp.5,300,000
(five million three hundred thousand rupiah)

7. That with the expiration of the lease extension
dated June 30, 2004 between the defendant and
PT.Kereta Api Indonesia (Persero) Division I North
Sumatra then extended the use of land with a period
of 1 (one) year from July 1, 2004 to June 30, 2005
with the cost of usage rates of R.3,553,000 (three
million five hundred fifty three thousand rupiah) and
has been paid by the defendant on July 7, 2004 in
accordance with the receipt dated July 7, 2004;

8. That with the expiration of the lease of land
between the defendant and PT.Kereta Api Indonesia
(Persero) Division I North Sumatra on June 30, 2005,
the defendant did not extend the lease on the land in
question so that PT.Kereta Api Indonesia (Persero)
Division I North Sumatra warning warning I to the
defendant in accordance with letter number
JB.009/X/XI/03 / DIVRE I SU-2005 dated November
30, 2005 regarding memorial I, the contents of which
commemorate the defendant to pay land rent no
later than December 5, 2005;

9. That on January 4, 2006 the defendant re-
signed a land lease agreement between PT.Kereta
Api Indonesia (Persero) Division I North Sumatra,
represented by Drs Muliarta Sinulingga, M.ST with
the defendant in accordance with the agreement
number HK.213/04 / I / Division I SU-2006 dated
January 4, 2006 with a period of 2 (two) years
starting from August 1, 2005 to July 31, 2007 with
the cost of land rent including VAT 10%
RP.11,000,000 (eleven million rupiah) and has been
paid by the defendant on January 6, 2006 in
accordance with proof of cash receipts;

10. That the proceeds from the lease of land
assets owned by PT.KAI Divrey I North Sumatra

every receipt of land rent is referred to by a competent officer who deposits/enters the land lease proceeds on the account number of PT.Kereta Api Indonesia (Persero) Division I North Sumatra;

11. That with the expiration of the lease between Tedakwa TAUFIK SITEPU, S.H with the PT.Kereta Api Indonesia (Persero) Division I North Sumatra on July 31, 2007 PT.Kereta Api Indonesia (Persero) Division I North Sumatra sent a letter of extension of land lease to the defendant TAUFIK SITEPU,S.H corresponds to the letter HK number.213/IX/01 / TB-2007 and followed by a bill of extension of land lease to the defendant TAUFIK SITEPU,S.H, the defendant,S.H does not want to extend the lease of land and does not want to pay the rent of land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra on the grounds that the defendant has evidence in the form of a letter of agreement before notary Nur Eny Ginting number 64 dated February 21, 1998 and the defendant still controls the land owned by PT.Kereta Api Indonesia (Persero) Division I North Sumatra with workshop business;

12. That the defendant still does not want to extend the lease agreement and does not want to pay the money even above the land tariff defendant TAUFIK SITEPU,S.H put up a sign that read "this land belongs to H.M.ARIFIN SITEPU, et al based on the letter SK CAMAT under the supervision of TAUFIK SITEPU, S.H"

13. That the installation of the signpost the PT.Kereta Api Indonesia (Persero) Division I of North Sumatra wrote to the West Medan sub-district on the installation of a signpost with the West Medan Sub-District Head answering ..."the Kelurahan and Kecamatan until now have never issued any letter, especially on behalf of H.M.ARIFIN SITEPU, et al" in accordance with letter number :300/Set/0056/I / 2015 dated January 9, 2015;

14. That the defendant did not extend the lease on the land of the object of the dispute in question and the defendant opened a car repair shop and cooperated with the figure;

15. That around 2014 to 2016, Saksi Ahua rented the land to Acun for Rp. 100,000,000 (one hundred million rupiah) and after 2016 to 2019 rent to the defendant;

16. That Defendant TAUFIK SITEPU, S.H there claimed to Ahua as the owner of the land and is the heir of sdr.M.ARIFIN SITEPU told Ahua: "this land is the legacy of my parents (defendant TAUFIK SITEPU), so from now on sdr.witness (figure) cooperation with me only (defendant TAUFIK SITEPU, S.H)";

17. That Defendant TAUFIK SITEPU, S.H cooperates in running a car service workshop located

on Jalan Perintis Kemerdekaan No.2AA Kelurahan Kesawan Kecamatan Medan Barat Kota Medan bersama NG MEI LIE (figure) since 2016 until 2018 and extended again for 2 (two) years;

18. That the lands controlled by the state railway company during the Dutch colonial period called Staat Spoorwage (SS) is not given proof of land rights but only the surrender of land ownership (Bestemming) based on the ordinance contained in the Staatblad Nedeland Inde;

19. That Goundkaart is not a proof of ownership of land rights as land rights mentioned in Article 16 of the Constitution, but based on Article 24 paragraph (1) PP No.24 of 1997 on land registration that for the purposes of registration of land rights from the conversion of Old rights is evidenced by evidence of the existence of such rights in the form of written evidence, witness statements and / or statements concerned that the degree of truth by the adjudication committee in the systematic land registration or by the head of the Land Office in the sporadic land registration is considered sufficient to register the rights, rights holders and the rights of other parties who burden it;

Considering, that based on the announcement of the decree of the Minister of Transportation and Public Works Of The Republic of Indonesia No.2 year 1960 dated January 1,1950 that Djawatan Kereta Api Republik Indonesia (DKARI), Staats Spoorwagen (SS) and varenigde spoorwegbedrift (VS) merged into Djawatan Kereta Api Indonesia (DKAI) and its assets since January 1, 1950 taken by DKA so that de facto assets have been controlled. Furthermore, with the issuance of PP No.40 of 1959 and PP No.41 of 1959 then de jurei assets-assets above controlled;

Considering that the Grondkaart recorded in the recapitulation list of fixed assets-9 Perumka Land shows the basis of ownership of the land as owned by PT.Kereta Api Indonesia (Persero), but this Grondkaart needs to be done to stabilize the status of a certificate of land rights in accordance with its use;

Considering, that land that has a basis in the form of Grondkaart cannot be owned by individuals before there is a letter of proof of asset write-off according to the SOE state regulation no.PER-02 / MBU / 2010 or proof of signing in accordance PerMenKeu RI No.111 / PMK.6/2016;

Weighing, that the defendant claimed the land owned by PT.Kereta Api Indonesia Divre I North Sumatra occupied and operated by the defendant to open a workshop on Jalan Perintis Kemerdekaan owned by the defendant's parents (late M.ARIFIN SITEPU) based on a letter of agreement before the notary Nur Eny Ginting No. 64 dated February 21,

1998 this is unfounded because the defendant's parents (late.M.SRIFIN SITEPU) since 1996 until 2003 has entered into a lease agreement with PT.KAI Division I North Sumatra on land owned by PT.Kereta Api Indonesia DIVRE I north Sumatra at Jalan Perintis Independence / Jalan Putri Merak Jingga DH Jalan Gudang Medan by opening a workshop business, if indeed since 1998 the defendant's parents have had proof of ownership of the land of course the defendant's parents did not make a lease agreement with PT.Kereta Api Indonesia Divre I North Sumatra on the land in question, then the object of the land the defendant claimed ownership of the land tenure based on the appropriate Camat decree listed in the signpost, but after being confirmed to the West Medan District and the West Medan District stated : "The Kelurahan and Kecamatan parties until now have never issued any letter, especially on behalf of M.ARIFIN SITEPU, et al. " and after the meeting at the District Office of the narrative "based on the decree of the Sub-District Head" is dikikoks;

Weighing, that from 2007 to 2020 the defendant did not extend and did not pay rent on land owned by PT.Kereta Api Indonesia Divre I North Sumatra at Jalan Perintis Kemerdekaan / Jalan Putri Merak Jingga DH Jalan Gudang Medan Jalan Perintis Kemerdekaan / Jalan Putri Merak Jingga Dh Jalan Gudang Medan commercialized by opening a car service workshop business so that the defendant benefited from the workshop business and the defendant did not pay the land rent to PT.Kereta Api Indonesia division so that PT.Kereta Api Indonesia Divre I North Sumatra suffered losses because the lease is a fixed income for cash PT.Kereta Api Indonesia Division I North Sumatra;

Noting, Article 2 Paragraph (1) jo Article 18 of Law No. 31 of 1999 on the eradication of corruption as amended by Law No. 20 of 2001 on the eradication of corruption and regulation of the Supreme Court of Indonesia No. 1 of 2020 on Sentencing Guidelines Article 2 and Article 3 of the law on the eradication of corruption and Law No. 8 of 1981 on :

Analysis Of The High Court's Decision No.33/Pid.Sus-TPK/2021 / Fr.Mdn

No.	Problems	Findings
1	Considering, that due to deliberation Disseting Opinion (DO) by Judge member II TIGOR SAMOSIR,S.H, M.H ad Hoc judge as Judge member II while Dr.RIDWAN RAMLI, S.H, M.H (Presiding Judge), POLTAK SITORUS, S.H, M.H (Judge member I) has a different opinion, based on the provisions of Article 182 paragraph (6) letter A of the Criminal Code, which becomes a decision as amar this decision is based on a majority vote.	The presiding judge did not consider and ignored the legal considerations of Judge TIGOR SAMOSIR, S.H, M.H (Judge Ad Hoc), that based on the consideration of Judge TIGOR SAMOSIR, S.H, M.H, there is no fault committed by the defendant which is the basis for conviction according to the principle of Geen Starf Zonder Schuid although the defendant is proven to have committed the act charged against him but the act is not a crime or offense so that the defendant must be released from all lawsuits (onstlag van alle rechtsvervolging)

CONCLUSION

The unlawful element of the provisions on corruption Article 2 Paragraph (1) of the Corruption Act is a means to enrich oneself or another person or corporation. Thus, as a legal consequence of the formulation of the provisions on corruption, even though an act has been: "harming the state finances and the state economy", but if it is done not against the law, then the act of "enriching oneself or another person or a corporation" is not a crime of corruption as referred to in Article 2 Paragraph (1) of the corruption law.

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