



An Examination of the Application of Law No. 2 of 2012 Regarding Land Procurement for Projects in the Public Interest, Focusing on the Resolution of Land Disputes for the Construction of Kediri Airport

Zainal Arifin^{1*}, Emi Puasa Handayani², Naufal Ghani Bayhaqi³

^{1,2,3} Program Studi Hukum, Fakultas Hukum, Universitas Islam Kediri, Indonesia

 : zainal.fh@uniska-kediri.ac.id

Corresponding Author*

ARTICLE INFO

Keywords:

*Dispute Resolution,
Kediri Airport Development,
Land Acquisition,
Law Number 2 of 2012.*

Date received : 7 Juni 2024

Revision date : 8 Juni 2024

Date published : 30 Juni 2024

ABSTRACT

This research endeavors to address two primary research questions regarding the disputes arising in the land acquisition process for the development of an airport in Kediri. Firstly, it investigates the nature of disputes occurring during the land acquisition process for airport construction in Kediri. Secondly, it examines the resolution of land acquisition disputes for the airport development in Kediri and assesses its conformity with Law Number 2 of 2012. Employing an empirical method with a qualitative approach, this study provides insights into the aforementioned research inquiry. The findings reveal persistent challenges in land acquisition for the airport development in Kediri. The resolution of land disputes in Kediri's Airport development project does not fully adhere to the provisions of Law Number 2 of 2012 concerning land acquisition for public interest development. The mechanism of consensus-building meetings (*musyawarah mufakat*) proves ineffective due to power imbalances between the airport authorities and the local community. Mediation processes fail to yield agreements due to the unpreparedness of involved parties and the lack of mediator professionalism. Moreover, consignment (*konsinyasi*) often falls short of being an effective solution as the local community lacks adequate knowledge and comprehensive information regarding the consignment process.

INTRODUCTION

Land disputes are intricate issues that frequently impede the seamless progress of infrastructure and public projects. (Prof. Dr. Adi Sulistiyono 2018) In the pursuit of territorial development, the primary foundation lies in land acquisition for public purposes. Nevertheless, the enactment of Law No. 2 of 2012 regarding Land Acquisition for Development in the Public Interest remains a challenge in addressing land disputes. (Waskito 2018)

The land is utilized not only for agricultural purposes but also as a site for human habitation and settlement. (Prof. Dr. Rauf A Hatu 2018) The availability of land, being a non-reproducible resource, does not increase over time. While the demand for land continues to rise, its availability remains constrained. (Sc 2019) The demand for land extends beyond individual needs, encompassing governmental requirements for infrastructure development and public interests, as well as various agencies' needs for investment and development in Indonesia. Land plays a pivotal role in facilitating development aimed at collective welfare. (Arba 2021)

The land acquisition involves development activities conducted for the public interest, wherein the necessary land is acquired from the community through the land acquisition process. Land serves a dual role, acting both as a social asset and as capital. (Suyanto, SH, and Kn 2019) Land serves as a crucial social asset, fostering cohesion within Indonesian society through housing and communal living, while also serving as a capital asset, significantly influencing economic development and growth. (Suyanto et al. 2019)

The study focuses on resolving land disputes surrounding Kediri Airport, a strategically important location for infrastructure development in the Kediri region. Through a case study methodology, this research aims to investigate the implementation of Law No. 2 of 2012 in settling disputes over land acquisition for airport development.

The district and city of Kediri, as one of the developing cities in Indonesia, are undergoing rapid growth, which aligns with the necessity for sufficient infrastructure. However, land disputes frequently arise, posing obstacles to the development process. Therefore, a comprehensive understanding of the implementation of Law No. 2 of 2012, along with its resolution mechanisms, is vital to ensure the seamless execution of development projects without compromising the rights of local communities.

The Dhoho Kediri International Airport development project, representing Indonesia's pioneering effort in constructing an airport entirely funded by the private sector, was spearheaded by Susilo Wonowidjojo, a conglomerate and the owner of Gudang Garam, a cigarette manufacturer. This project, independent of the State Revenue and Expenditure Budget (APBN), is set to commence operations in 2024. Kediri Airport's development is financed by Gudang Garam and executed by PT Wijaya Karya Gedung Tbk. (WEGE). The infrastructure includes a 3,300 x 60-meter runway, a commercial apron spanning 548 x 141 meters, a VIP apron measuring 221 x 97 meters, four taxiways, and a parking area of 37,108 square meters.

This research aims to identify effective and sustainable resolution patterns for land disputes, with a focus on cases surrounding Kediri Airport. By analyzing concrete cases, it seeks to provide recommendations for system improvements to address similar challenges in the future. In light of this background, two main questions are raised: First, what disputes arose during the land acquisition process for the construction of Kediri Airport? Secondly, how were these disputes resolved, and do the resolutions comply with Law Number 2 of 2012 regarding Land Acquisition for Development in the Public Interest?

The updates to the research are apparent through the research questions, which differ from those in previous studies that were almost identical. Some previous research was carried out by Alifa Nidia Septyarini and Tamsil, from the Bachelor of Laws Study Program at the Faculty of Social and Legal Sciences, State University of Surabaya. Their study was titled "Juridical Analysis of the Decision of the Kediri Regency District Court Number: 174/Pdt.G/2021/PN.Gpr, regarding a dispute over determining the amount of compensation for land acquisition for Kediri airport." (Septyarini 2021) The second research conducted by Choirudin Najihah took the form of a thesis at UIN Sunan Kalijaga Yogyakarta titled "Implementation of Compensation for Land Acquisition for Airport Construction in Temon, Kulon Progo District: A Judicial and Normative Review." (Choirudin Najihah 2018) The third research was conducted by Mia Permata Sari and Suteki, and published in the Notarius Journal, Volume 12, Issue 1 of 2019. The title of the research is "Settlement of Land Acquisition Disputes for International Airport Development Based on Social Justice Values." (Septyarini 2021)

The theory employed in this research is known as legal system theory, comprising three components: substance, structure, and culture. This theory was developed by sociologist Friedman. (Hafizhullah 2024) The issue of land acquisition pertains to the completeness of the rules, but its implementation must also consider the cultural or societal context and ensure synchronization with the established structure or apparatus. It is essential to assess whether the rules have been adhered to in practice. This research strongly aligns with this theory.

METHOD

This research employs a qualitative methodology, utilizing a case study as the primary research design. (Rukin 2019) Data will be gathered through interviews with various stakeholders, including landowners, local government officials, developers, and legal experts. Additionally, an analysis of documents about land acquisition regulations and previous cases has been conducted to enhance understanding of the Kediri Airport land dispute resolution. This research focuses on legal, social, and economic aspects related land acquisition and dispute resolution to provide a comprehensive overview. (Saputro 2024)

RESULTS AND DISCUSSION

A. Dispute In The Land Acquisition Process For Kediri Airport Construction.

The role of the Ombudsman is not well known by many people, especially in terms of resolving disputes that occur within the scope of handling the Ombudsman as an independent institution that handles public service problems, especially administrative issues (Gadlin, 2007). Alternative dispute resolution in public service problems has an important role in resolving conflicts and problems that arise in public services. In this context, the Ombudsman of the Republic of Indonesia (ORI) has a role as an alternative dispute resolution institution that functions as a supervisor of public services and alternative dispute resolver. The Ombudsman of the Republic of Indonesia (ORI) serves as a channel for the community to channel the public service problems they encounter so that the report can be submitted to the relevant agencies to be solved. In recent years, there have been illegal levies that have occurred in public services, so alternative dispute resolutions such as the Indonesian Ombudsman include one of the Sapu Bersih Pungutan Liar (SABERPUNGLI) teams regulated in Presidential Regulation Number 87 of 2016 (Salipu, 2023).

In the context of land acquisition conflicts, a significant challenge often emerges due to differences in perception regarding the value of compensation provided to the rightful landowner. The party requiring the land is obligated to offer compensation that enables the landowner to maintain or improve their quality of life after the acquisition process, rather than experiencing hardships or a decline in living standards (R 2012) During the land acquisition process for the construction of Kediri Airport, there was controversy surrounding the estimated compensation provided to landowners. Sixteen heads of families have submitted a request to the Kediri Regency District Court regarding the assessment of the compensation they received.

The rejection of the 16 heads of families was due to several reasons. Firstly, there has been a decrease in the amount of compensation since 2017. Secondly, there is a disparity between the compensation amount and the prevailing market price. Thirdly, there was a lack of careful assessment of non-physical compensation by the assessment team. Among the sixteen heads of families who have petitioned the Kediri Regency District Court regarding the determination of compensation are Liswaton Naimah and her husband, Ahmad Suheli. They own land in South Bedrek Hamlet, Grogol Village, Grogol District, Kediri Regency, measuring 296.5 square meters, on which there is a house and a grocery shop. This land has been designated as a regulated location by East Java Governor's Decree No. 188/471/KPTS/013/2021. The land valuation is set at Rp. 1,211,245 per square meter, while the market price in Grogol Village ranges from RP 20,000,000 to RP 35,000,000 per 14 square meters. (Kusu 2023)

The landowner has formally submitted a request to the District Court to assess the losses incurred in two distinct categories: physical and non-physical. In terms of physical loss, the landowner, Liswaton, has proposed a compensation amounting to RP 1,186,000,000 (One billion one hundred eighty-six million rupiah), calculated at RP 4,000,000 per square meter for a total land area of 296.5 square meters. Regarding non-physical losses, Liswaton claims that their wholesale shop typically generates daily sales ranging from RP 25,000,000 to RP 35,000,000, with a profit margin fluctuating between 3% and 15%. Compensation for non-physical damages, assessed by a specialized team, amounted to RP 168,900,000. However, this figure is pending consolidation with Nurul Anis Kholifah, the owner's brother who possesses adjacent land, as the assessment was

based on a unified Annual Tax Notification (SPPT) still registered under the name of Fauzan.

Apart from Liswatun, another affected individual was Rudi, who owned land spanning an area of 5,180 square meters. The company is prepared to offer compensation at approximately Rp. 1.2 million per square meter. Rudi desires that the valuation of his land be set at RP 3 million per square meter, or at the very least by the current market value.

Purwito, another resident living near Rudi's land, expressed a similar sentiment. He criticized the compensation offer from the company as inadequate. Purwito explained that he had to build a new house and a wholesale shop for his previous business, which involved collecting corn. He also calculated his losses due to a decline in customers since the construction of the Kediri airport project began. Purwito emphasized that he had established the shop in 2009 and had successfully operated it, with daily sales ranging from RP 10 million to RP 15 million and profits of 20-25 percent.

Purwito experienced a decline in income following the commencement of construction on Kediri Airport, particularly after the closure of the public road in front of his shop. Purwito explained that access to and from his shop became severely restricted due to the contractor erecting a zinc fence dividing the project directly in front of his house. The contractor only provided access wide enough for motorbikes, approximately one meter wide. This limited access significantly impeded business operations, resulting in expired merchandise due to a lack of customers visiting the shop.

Yoni, another resident affected by the closure of road access due to the airport project, has also stated that his sales have decreased drastically because he relied on passersby seeing his sign from the road. Only his regular customers continue to visit his establishment. Yoni's business involves beekeeping, with 100 beehives currently located in Pati, Central Java. To preserve his livelihood, Yoni has transported the bees across different sub-districts and provinces.

Previously, Yoni did not need to leave his village to bring bees. The mango garden in his village is quite ideal as a location for cultivating honey bees. However, due to the closure of access and the cutting down of thousands of mango trees in his area, Yoni now has to take the bees to other sub-districts. The costs associated with moving his business are substantial, including the cost of renting a truck and labour to transport the beehives. Yoni acknowledged that he has incurred losses but is not inclined to hastily sell his land at an unreasonable price. He disclosed that while he doesn't mind selling, the

offered price is unreasonable. The price he was offered is much lower compared to the rate in 2017. He feels perplexed about his calculations because the offered price dropped significantly from RP 18.5 million per rhu in 2017 to RP 10.5 million per rhu in 2019.

The dispute over discrepancies in land valuation arises from the land acquisition process for the construction of an airport in Kediri, initially undertaken by the private company PT. Gudang Garam. The acquisition followed a direct transaction pattern, wherein PT. Gudang Garam negotiated directly with the landowners, resulting in prices aligned with market values. In 2017, the private sector purchased land directly from owners at whatever price was agreed upon.

In an interview with one of the advocates involved in the case, Rinni Puspitasari, it was explained that the residents requested the land buyers to match the market price. However, the land owners' application at the Kediri Regency District Court was unsuccessful, and the residents did not file an appeal to the Supreme Court.

Initially, in 2017, the buyer, PT Gudang Garam, adopted a business-to-business (B2B) model to purchase land from residents. However, due to some residents refusing, the project eventually shifted to the National Strategic Project (NSP). The assessment of land prices was conducted by appraisal services. Appraisers were also involved in evaluating the land price at the airport construction site. It was found that the land pricing did not align with the market price at the location; even the appraisers assessed the land price as lower. The residents applied to the District Court, but it was rejected. The residents chose not to appeal or file a cassation with the Supreme Court. PT Gudang Garam negotiated with the residents, mediated by a lawyer. Ultimately, the residents opted for direct payments, via consignment.

According to Rinni, if residents fail to match the compensation amount, they have the right to file a lawsuit for Compensation Money (UGR) at the local court. Compensation claims are treated separately in procedural law. Lawsuits for compensation have their procedures, lasting only 30 days, with no allowance for counterclaims or appeals. The residents filed a lawsuit for compensation payments at the Kediri Regency District Court. The verdict rendered stated that the residents had lost the case. Accordingly, the residents are obligated to receive compensation as per the decision of the panel of judges at the Kediri Regency District Court.

B. How is the Dispute Over Land Acquisition for Kediri Airport Construction Resolved?

When seeking to obtain land, by Article 31 of Law no. 2 of 2012 regarding Land Acquisition for Development in the Public Interest, Kediri Airport will ensure that appropriate and equitable compensation is provided to landowners. The compensation amount for parties holding rights to the land is determined by an appraiser appointed by the Land Agency.(Ramadhan et al. 2024) The appraiser is required to assess the form and extent of compensation for each aspect of the land, as outlined in Article 33 of Law No. 2 of 2012. This includes the land itself, buildings and structures situated on or within it, objects closely associated with the land, rights to airspace above the land, vegetation, and other potential losses. The appraiser must then determine the compensation amount and submit an official report to the Land Agency. Subsequently, parties with an interest in the land affected by acquisition will engage in joint discussions to determine the form and amount of compensation. These deliberations must be concluded no later than 30 days after the appraiser has conveyed the compensation amount to the Land Agency.

Compensation for landowners may take various forms, including cash, replacement land, resettlement, share ownership, or other mutually agreed forms, as stipulated in Article 123, point 8 of Law No. 11 of 2020 concerning Job Creation, amending Article 10, letter b of Law 2/2012.(Sigar 2016) The determination of the form of compensation is conducted through a consultation led by the land acquisition executive chairman together with the appraiser and the parties who have rights to the relevant land. The results of the negotiation in such consultation serve as the basis for providing compensation to the community members who have rights to the land in question, as stated in the agreement minutes. However, during the consultation process, differences of opinion often arise among the parties involved.(Fadillah and Putri 2021)

It should be noted that when establishing a contract or agreement, the provisions outlined in Article 1320 of the Civil Code serve as a crucial foundation. This article stipulates various conditions that must be satisfied for a contract to be considered valid.(Dr. M. Zamroni et al. 2020) This article stipulates that for an agreement to be deemed valid, it must meet four specified conditions. Firstly, the parties involved must reach an agreement devoid of coercion, deception, or violence. Secondly, the

parties must be legally competent, meaning they must be adults and not under any guardianship. Thirdly, there must be a clear subject matter promised within the agreement. Fourthly, the subject matter must not be prohibited, violating neither the law, norms of decency, or public order. (H. Salim HS., H. Abdullah, and Wiwiek Wahyuningsih 2023)If the stipulated conditions outlined in points 1 and 2 are not met, the agreement is considered to violate subjective terms, potentially leading to its cancellation. If an authorized party raises objections to the agreement, it becomes void. However, if there are no objections from the competent authorities, the agreement remains legally binding. Furthermore, if the conditions specified in points 3 and 4 are not fulfilled, the agreement breaches objective conditions, resulting in its legal nullification as if it never occurred. Based on these provisions, if there is disagreement during deliberations concerning the form and amount of compensation, the authorized party retains the right to cancel or reject the agreement due to non-compliance with its terms.

According to the provisions outlined in Article 38, paragraph 1 of Law Number 2 of 2012, if there is a rejection of the deliberations regarding the amount and form of compensation in land acquisition, it can be resolved by filing an objection with the local district court within a maximum of 14 working days after the deliberations occur.

In compliance with the regulations outlined in Article 3 of Supreme Court Regulation Number 3 of 2016 regarding Procedures for Lodging Objections, objections to the outcomes of deliberations are to be filed via petitions or voluntary cases in court. The objection procedure will be overseen by the local District Court, which is required to decide within a maximum of 30 working days from the date the objection request letter is received. The decision rendered by the District Court will serve as the basis for compensating the party who objected.(Masturi 2018)

Following a decision by the District Court, any dissatisfied party has a period of up to fourteen days to appeal with the Supreme Court. Upon receipt of the appeal, the Supreme Court must issue its final and binding decision within 30 working days. However, as per Article 39 of Law No. 2 of 2012, parties entitled to dispute the form and/or amount of compensation are considered to accept both if they fail to object within the stipulated timeframe.

Following a decision by the District Court, any dissatisfied party has a period of up to fourteen days to lodge an appeal with the Supreme Court. Upon receipt of the appeal, the Supreme Court must issue

its final and binding decision within 30 working days. However, as per Article 39 of Law No. 2 of 2012, parties entitled to dispute the form and/or amount of compensation are considered to accept both if they fail to raise an objection within the stipulated timeframe. (Cahyani and Rahman 2021)

Law Number 2 of 2012 acknowledges the existence of compensation for non-physical losses and omits the term "consignment," using instead the term "entrustment of damages in court." Article 41, paragraphs 1 and 3 of Law Number 2 of 2012 explicitly state: (1) Compensation is awarded to the entitled party based on the assessment results determined in the deliberation, as mentioned in Article 37, paragraph (2), and/or the decision of the District Court/Supreme Court, as mentioned in Article 38, paragraph (5). (3) The evidence referred to in paragraph (2) subparagraph b is the sole evidence valid by law and cannot be contested in the future. (Rifaie 2024)

In the context described, the deposit for compensation for losses submitted to the local district court is conducted under the provision that the party possessing the right to dispute the form and/or amount of compensation determined through deliberation or a decision of the District Court/Supreme Court in the compensation settlement process shall submit a rejection before the pertinent court. (Sari, Nugroho, and Khanif 2020)

The whereabouts of the entitled recipient of compensation cannot be determined. The land subject to the procurement, for which compensation is to be provided, is currently the subject of court trials where ownership is being disputed. The land has either been confiscated by the competent authority or used as collateral in a banking institution. (Rizkianti and others 2024)

When undergoing the process of compensation allocation or dispute resolution before a district court, the ownership or rights to land held by the entitled party will be revoked, and any evidence supporting these rights will be deemed invalid. The land in question is directly controlled by the State, as outlined in Article 43 of Law Number 2 of 2012: "Upon the execution of compensation provision and relinquishment of rights as stipulated in Article 41, paragraph (2), letter a, or when compensation has been deposited in the district court as outlined in Article 42, paragraph (1), ownership or rights to the land held by the entitled party are forfeited, evidence of said rights is invalidated, and the land becomes directly controlled by the State." (Sa'adiyyah 2023)

Ensuring compensation represents a clear manifestation of coercive actions aimed at compelling

individuals to forfeit their rights, particularly regarding the revocation of land rights. Despite variations in the procedures for revoking these rights, the core of this law is closely tied to the revocation of land rights. Even though the procedures for revoking rights may differ, the fundamental aspect of dispute resolution concerning compensation for land acquisition for public interest development can be pursued through two distinct methods: litigation and non-litigation. (Pratama 2023)

Non-litigious resolution within the framework of land acquisition for public purposes by Law Number 2 of 2012 involves convening deliberative meetings during the process of determining the development site, as well as discussions to establish the compensation amount. Additionally, there are procedures for addressing objections that can be lodged with the land procurement committee and the agency necessitating the land. (Putra 2023)

In the context of acquiring land for public development, conflict resolution typically occurs through either litigation or judicial channels. This involves procedures where land rights holders can challenge the designation of public development sites in state administrative courts, as well as lodge objections to the compensation determined by the land acquisition committee in district courts. (Supit, Lasut, and Olii 2021)

According to Article 32 of Law Number 2 of 2012, it is stipulated that the evaluation of land acquisition assets must be conducted by appraisers who have been duly regulated by statutory regulations as required by the Land Agency, which serves as the land procurement committee. The appraisal team is obligated to carry out their duties responsibly, and in the event of any breach of these obligations, they may be subject to administrative and/or criminal penalties as per the relevant statutory provisions. (Wardani 2021)

If an agreement regarding the form and amount of compensation is not reached, the entitled party has the right to submit an objection to the court as per Article 38 of Law Number 2 of 2012, no later than 14 (fourteen) working days after deliberations to determine the compensation amount. The court must decide on the form and amount of compensation within a maximum of 30 (thirty) working days after receiving the objection. If the applicant has met the requirements stipulated in the statutory regulations, there is no basis for considering the claim or application as expired. The Respondent, consisting of the Regional Office of the Regency/City Land Agency and the agency requiring the land, has also acted by the Guidelines for Handling Certain Cases Number 3

of 2016, ensuring no error in this matter.(Assamsuni 2022)

"In Article 38, paragraph (2) of Law no. 2 of 2012, the Explanation section states that, 'As a factor in determining the amount of compensation, concerned parties may present expert witnesses in the field of assessment to provide their opinions for comparison purposes regarding the assessment of compensation.'" (Kasenda 2017) In this situation, the applicant for compensation regarding land acquisition has the right to nominate an alternative appraiser to conduct a reassessment and serve as a witness during the trial. However, in the instance of land compensation for the construction of an airport in Kediri, the applicant did not put forward another appraiser to serve as an expert witness.

According to Article 13(1) of Supreme Court Regulation Number 3 of 2016 concerning procedures for submitting objections and depositing compensation to the District Court in land acquisition for development in the Public Interest, it is stipulated that "the Court must render a decision on objections regarding the form and/or the amount of compensation no later than 30 (thirty) days after the case is registered at the court clerk's office." Similarly, Article 22, is stated as follows: "The Supreme Court of the Republic of Indonesia is obligated to decide on the cassation petition as mentioned in Article 21(1) no later than 30 (thirty) days from the date the cassation application was registered." (Hakim 2023)

According to Article 24 of Law Number 2 of 2012 regarding Land Acquisition for Development in the Public Interest, the determination of development locations for the Public Interest, as specified in Article 19 paragraph (6) or Article 22 paragraph (1), must be made within two years, with the possibility of extension for up to one year. Hence, the Panel of Judges did not consider reconvoation to expedite the process of land acquisition for urgent public interests, considering the limited timeframe available.(Dr. Widodo Dwi Putro, S.H. et al. n.d.)

CONCLUSION

The initial conclusion drawn is that there exists complexity in determining the compensation value for affected landowners. There are differences in the perceptions of compensation assessments between the parties requiring land and the landowners themselves, leading to a complex dispute. Controversy mainly arises regarding the decrease in compensation amounts, non-alignment with prevailing market prices, and lack of thoroughness in assessing non-physical compensation. In general,

affected landowners feel that the compensation they receive does not reflect the true value of their land, resulting in significant financial and non-physical losses for them. Therefore, transparency, openness, and careful examination are necessary in determining the compensation value to ensure that the land acquisition process for infrastructure development is conducted fairly and sustainably. Factors such as economic, social, and psychological impacts on landowners also need to be thoroughly considered in the compensation assessment process. This is crucial to maintain fairness and prevent disputes that are detrimental to all parties involved in the context of land acquisition for public interest projects, such as the construction of Kediri Airport.

Second conclusion: Settlement of land acquisition disputes for the construction of Kediri Airport through a deliberative and judicial process has detailed procedures by Law Number 2 of 2012. The process of assessing fair and appropriate compensation is carried out by appraisers appointed by the Land Agency, but this often results in differences in views between the parties concerned. Landowners who are dissatisfied with the stipulated compensation can submit an objection to the court, which will then decide on the final compensation. Even though there are clear procedures for resolving disputes, challenges and complexities remain, requiring active involvement from all parties to reach fair and sustainable agreements.

REFERENCES

- Arba, H M. Hukum pengadaan tanah untuk kepentingan umum. Sinar Grafika (Bumi Aksara), 2021.
- Dr. M. Zamroni, S.H.M.H., S.H.M.H. Prof. Dr. M. Khoirul Huda, A I N 241/JTI/2019, dan S M Pustaka. Penafsiran Hakim Dalam Sengketa Kontrak: Kajian Teori Dan Praktik Pengadilan. Scopindo Media Pustaka, 2020. <https://books.google.co.id/books?id=VSrbDwAAQBAJ>.
- Dr. Widodo Dwi Putro, S.H., M.Hum., M.H. Ahmad Zuhairi, S.H., M.H. Syukron Salam, S.H., S.H. Elizabeth Taruli Lubis, dan S.H. Ariehta Eleison Sembiring. Pembeli Beritikad Baik, Perlindungan Hukum Bagi Pembeli Yang Beritikad Baik Dalam Pluralisme Jual Beli Tanah. Diedit oleh LL.M. Imam Nasima. Leip.org, n.d. <https://leip.or.id/wp-content/uploads/2017/01/Penelitian-Sosio-Legal-PERDATA-Pembeli-Beritikad-Baik.pdf>.

- H. Salim HS., S.H.M.S., S H H. Abdullah, dan S.H.M.K. Wiwiek Wahyuningsih. *Perancangan Kontrak & Memorandum of Understanding (MoU)*. Sinar Grafika, 2023. <https://books.google.co.id/books?id=x2iqEAAAQBAJ>.
- Rukin, S Pd. *Metodologi penelitian kualitatif*. Yayasan Ahmar Cendekia Indonesia, 2019.
- Prof. Dr. Adi Sulistiyono, S.H.M.H. *Sistem Peradilan Di Indonesia Dalam Teori dan Praktik*. Prenadamedia Group, 2018.
- Prof. Dr. Rauf A Hatu, M S. *Problematika Tanah: Alih Fungsi Lahan dan Perubahan Sosial Masyarakat Petani*. Absolute Media, 2018. <https://books.google.co.id/books?id=GTjvDwAAQBAJ>.
- Prof. (Em) Dr. Ir. M.M Sri Setyati Harjadi M.Sc, P.D.I.M.M.S.S.H.M. *Dasar-Dasar Agronomi*. Gramedia Pustaka Utama, 2019. <https://books.google.co.id/books?id=M1KZDwAAQBAJ>.
- Waskito, Hadi Arnowo. *Pertanahan, Agraria, dan Tata Ruang*. Kencana, 2018. <https://books.google.co.id/books?id=Mje2DwAAQBAJ>
- Suyanto, Haji, M H SH, dan M Kn. *Hapusnya Hak atas Tanah Akibat Penitipan Ganti Kerugian dalam Pengadaan Tanah Untuk Kepentingan Umum*. Jakad Media Publishing, 2019.
- Supit, Eric Henry, Roosje Lasut, dan Atie Ollie. "Pengadaan Tanah untuk Kepentingan Umum Berdasarkan Undang-Undang no. 2 Tahun 2012 tentang Pengadaan Tanah bagi Pembangunan untuk Kepentingan Umum." *Lex Administratum IX*, no. 4 (2021).
- R, Amalia. "Perlindungan Hukum Bagi Pemegang Hak Atas Tanah dalam Penetapan Ganti Rugi terkait dengan Pengadaan Tanah untuk Kepentingan Umum." *Yuridika*, 2012.
- Sari, Yesi Nurmantiyas, Rizal Nugroho, dan Al Khanif. "Land Acquisition for Public Interests: A Review from the Human Rights Context." *Indonesian Journal of Law and Society 1*, no. 1 (2020): 23. <https://doi.org/10.19184/ijls.v1i1.16757>.
- Septyarini, Alifa Nidia. "Analisis Yuridis Putusan Pengadilan Negeri Kabupaten Kediri Nomor 174/Pdt.G/2021/Pn.Gpr Tentang Sengketa Penetapan Besaran Ganti Kerugian Pengadaan Tanah Untuk Bandara Kediri," 2021. Arba, H. M. 2021. *Hukum Pengadaan Tanah Untuk Kepentingan Umum*. Sinar Grafika (Bumi Aksara).
- Assamsuni, M. A. 2022. "Analisis Dampak Pembangunan Bandara Internasional Doho Kediri Terhadap Kesejahteraan Masyarakat (Studi Kasus Desa Bulusari Kabupaten Kediri)." Universitas Islam Negeri Sunan Kalijaga.
- Cahyani, Cici Mindan, and Arief Rahman. 2021. "Kajian Yuridis Pengadaan Tanah Bagi Kepentingan Umum Pasca Berlakunya Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja." *Private Law 1(2)*:242–50.
- Choirudin Najiha. 2018. "Pelaksanaan Ganti Rugi Pembebasan Tanah Untuk Pembangunan Bandara Di Kecamatan Temon Kulon Progo (Tinjauan Yuridis Dan Normatif)." UIN SUNAN KALIJAGA.
- Dr. M. Zamroni, S. H. M. H., S. H. M. H. Prof. Dr. M. Khoirul Huda, A. I. N. 241/JTI/2019, and S. M. Pustaka. 2020. *PENAFSIRAN HAKIM DALAM SENKETA KONTRAK: KAJIAN TEORI DAN PRAKTIK PENGADILAN*. SCOPINDO MEDIA PUSTAKA.
- Dr. Widodo Dwi Putro, S.H., M. Hum., M. H. Ahmad Zuhairi, S.H., M. H. Syukron Salam, S.H., S. H. Elizabeth Taruli Lubis, and S. H. Ariehta Eleison Sembiring. n.d. *Pembeli Beritikad Baik, PERLINDUNGAN HUKUM BAGI PEMBELI YANG BERITIKAD BAIK DALAM PLURALISME JUAL BELI TANAH*. edited by L. M. Imam Nasima. Leip.org.
- Fadillah, Firda Ainun, and Saskia Amalia Putri. 2021. "Alternatif Penyelesaian Sengketa Dan Arbitrase (Literature Review Etika)." *Jurnal Ilmu Manajemen Terapan 2(6)*:744–56.
- H. Salim HS., S. H. M. S., S. H. H. Abdullah, and S. H. M. K. Wiwiek Wahyuningsih. 2023. *Perancangan Kontrak & Memorandum of Understanding (MoU)*. Sinar Grafika.
- Hafizhullah, Muhammad Ariza. 2024. "Penerapan Bimbingan Perkawinan Di Kantor Urusan Agama Lowokwaru Perspektif Lawrence M. Friedman." *UNES Law Review 6(3)*:8196–8202.
- Hakim, Rohman. 2023. "Diskrepansi Asas Peradilan Dilakukan Dengan Sederhana Cepat Dan Biaya Ringan Dalam Perkara Gugatan Perdata Di Peradilan Umum." *Journal Evidence Of Law 2(1)*:80–97.
- Kasenda, Dekie G. G. 2017. "Ganti Rugi Dalam Pengadaan Tanah Untuk Kepentingan Umum." *MORALITY: Jurnal Ilmu Hukum 2(2)*:122–41.
- Kusu, Gajah. 2023. "Bandara Konglomerat Gudang Garam Beroperasi 2024, Bakal Diresmikan Jokowi?" *Bisnis.Com*. Retrieved April 16, 2024

- (<https://ekonomi.bisnis.com/read/20230718/98/1676023/bandara-konglomerat-gudang-garam-beroperasi-2024-bakal-diresmikan-jokowi>).
- Masturi, Rahmat. 2018. "Hakekat Keadilan Pada Pengadaan Tanah Untuk Kepentingan Umum Dalam Rangka Pembangunan Nasional." *Al-Ishlah: Jurnal Ilmiah Hukum* 21(2):94–107.
- Pratama, Muhammad Yogi. 2023. "Esensi Ganti Kerugian Dalam Pengadaan Tanah Untuk Mewujudkan Keadilan." Universitas Hasanuddin.
- Prof. Dr. Adi Sulistiyono, S. H. M. H. 2018. *Sistem Peradilan Di Indonesia Dalam Teori Dan Praktik*. Prenadamedia Group.
- Prof. Dr. Rauf A Hatu, M. S. 2018. *Problematika Tanah: Alih Fungsi Lahan Dan Perubahan Sosial Masyarakat Petani*. Absolute Media.
- Putra, Rizqi Nugraha Aulia Dwi. 2023. "Perlindungan Hukum Bagi Pemegang Hak Atas Tanah Dalam Konsinyasi Pengadaan Tanah Untuk Kepentingan Umum Pada Pembangunan Jalan Tol Di Kabupaten Boyolali." Universitas Islam Indonesia.
- R, Amalia. 2012. "Perlindungan Hukum Bagi Pemegang Hak Atas Tanah Dalam Penetapan Ganti Rugi Terkait Dengan Pengadaan Tanah Untuk Kepentingan Umum." *Yuridika*.
- Ramadhan, Muhammad Nanang, Diana Rista, Kelvin Umbu, Saga Bodu, and Rizal Dominic. 2024. "Dampak Sosial Dan Ekonomi Masyarakat Desa Grogol Akibat Pembangunan Bandara Kediri Sebagai Pembelajaran Sosial." 405–11.
- Rifaie, Devie Rachmat Ali Hasan. 2024. "TANGGUNG-GUGAT CAMAT ATAS PENERBITAN SURAT KETERANGAN GANTI RUGI (SKGR) SEBAGAI DASAR PENGALIHAN KEPEMILIKAN TANAH." *Jotika Research in Business Law* 3(1):11–18.
- Rizkianti, Wardani, and others. 2024. "Eksekusi Hipotek Kapal Laut Sebagai Objek Jaminan Pelunasan Hutang Pada Perbankan." *Jurnal Interpretasi Hukum* 5(1):856–69.
- Rukin, S. Pd. 2019. *Metodologi Penelitian Kualitatif*. Yayasan Ahmar Cendekia Indonesia.
- Sa'adiyyah, Ade Millatus. 2023. "TINJAUAN YURIDIS PENGADAAN TANAH BAGI PEMBANGUNAN UNTUK KEPENTINGAN UMUM DALAM MEWUJUDKAN NEGARA KESEJAHTERAAN BERDASARKAN UNDANG-UNDANG NOMOR 2 TAHUN 2012." *Pro Patria: Jurnal Pendidikan, Kewarganegaraan, Hukum, Sosial, Dan Politik* 6(1):102–18.
- Saputro, Ilham Rudy. 2024. "Dampak Psikososial Pembangunan Jalan Tol Di Indonesia." *ULIL ALBAB: Jurnal Ilmiah Multidisiplin* 3(2):328–36.
- Sari, Yesi Nurmantiyas, Rizal Nugroho, and Al Khanif. 2020. "Land Acquisition for Public Interests: A Review from the Human Rights Context." *Indonesian Journal of Law and Society* 1(1):23. doi: 10.19184/ijls.v1i1.16757. Sc, P. D. I. M. M. S. S. H. M. 2019. *Dasar-Dasar Agronomi*. Gramedia Pustaka Utama.
- Septyarini, Alifa Nidia. 2021. "ANALISIS YURIDIS PUTUSAN PENGADILAN NEGERI KABUPATEN KEDIRI NOMOR 174/Pdt.G/2021/PN.Gpr TENTANG SENGKETA PENETAPAN BESARAN GANTI KERUGIAN PENGADAAN TANAH UNTUK BANDARA KEDIRI."
- Sigar, Desi Yohana Norita. 2016. "Ganti Rugi Dalam Pembebasan Tanah Untuk Kepentingan Umum Menurut Undang-Undang Nomor 2 Tahun 2012." *Lex Administratum* 4(1).
- Supit, Eric Henry, Roosje Lasut, and Atie Ollie. 2021. "Pengadaan Tanah Untuk Kepentingan Umum Berdasarkan Undang-Undang No. 2 Tahun 2012 Tentang Pengadaan Tanah Bagi Pembangunan Untuk Kepentingan Umum." *Lex Administratum* IX(4):70–77.
- Suyanto, Haji, M. H. SH, and M. Kn. 2019. *Hapusnya Hak Atas Tanah Akibat Penitipan Ganti Kerugian Dalam Pengadaan Tanah Untuk Kepentingan Umum*. Jakad Media Publishing.
- Wardani, Millati Hanifah. 2021. "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." Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta.
- Waskito, Hadi Arnowo. 2018. *Pertanahan, Agraria, Dan Tata Ruang*. Kencana.
- Wardani, Millati Hanifah. "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." Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta, 2021.
- Assamsuni, M. A. "Analisis Dampak Pembangunan Bandara Internasional Dhoho Kediri Terhadap Kesejahteraan Masyarakat (Studi Kasus Desa Bulusari Kabupaten Kediri)." Universitas Islam Negeri Sunan Kalijaga, 2022.

-
- Pratama, Muhammad Yogi. "Esensi Ganti Kerugian Dalam Pengadaan Tanah Untuk Mewujudkan Keadilan." Universitas Hasanuddin, 2023.
- Putra, Rizqi Nugraha Aulia Dwi. "Perlindungan Hukum Bagi Pemegang Hak Atas Tanah dalam Konsinyasi Pengadaan Tanah Untuk Kepentingan Umum Pada Pembangunan Jalan Tol di Kabupaten Boyolali." Universitas Islam Indonesia, 2023.
- Choirudin Najiha. "Pelaksanaan Ganti Rugi Pembebasan Tanah Untuk Pembangunan Bandara di Kecamatan Temon Kulon Progo (Tinjauan Yuridis dan Normatif)." UIN SUKA. UIN SUNAN KALIJAGA, 2018.
- Kusu, Gajah. "Bandara Konglomerat Gudang Garam Beroperasi 2024, Bakal Diresmikan Jokowi?" Bisnis.com, 2023.

Copyright holder :

Zainal Arifin, Emi Puasa Handayani, Naufal Ghani Bayhaqi

First publication right :

International Asia Of Law and Money Laundering

This article is licensed under:

