

Juridical Analysis of Compensation Settlement for Unlawful Acts in Land Dispute Lawsuits

(Case Study of Decision Number 111/PDT.G/2022/PN JMB)

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ABSTRACT

An unlawful act refers to any conduct that contravenes prevailing legal norms in society and causes harm to another party. In the context of Indonesian law, such acts are regulated under Article 1365 of the Indonesian Civil Code (KUHPperdata), which stipulates that "Every unlawful act that causes harm to another person obligates the perpetrator to compensate for the damages incurred." This study aims to provide a juridical analysis of the compensation settlement for unlawful acts in land dispute lawsuits, focusing on the case study of Decision Number 111/PDT.G/2022/PN JMB. Unlawful acts in the context of land disputes often result in material and immaterial losses for the aggrieved party; therefore, the legal regulation of compensation plays a crucial role in the dispute resolution process. In this research, the author examines the legal basis for awarding compensation for unlawful acts and the implementation of relevant legal principles in court proceedings. The study employs a normative legal research method, analyzing statutory regulations, legal doctrines, and related court decisions. The findings indicate that in Decision Number 111/PDT.G/2022/PN JMB, the court carefully assessed the elements constituting an unlawful act and determined a compensation amount commensurate with the damages suffered by the plaintiff. This research underscores the importance of a comprehensive understanding of compensation regulations within the context of land disputes to ensure justice and legal certainty in the resolution of such cases in Indonesia.

Keywords:

compensation, unlawful act, land dispute

INTRODUCTION

Land is a fundamental element in human life, serving not only as a space for habitation but also as a critical resource for economic and social development (Tanjaya, 2020). As a finite natural resource, land plays a vital role across multiple dimensions of life, from residential purposes to agricultural and commercial activities (Winata, 2012). In this context, land is not merely viewed as a physical asset, but also as a commodity with significant social, economic, and even symbolic implications.

Rapid population growth and urbanization have led to an increasing demand for land, while its availability remains relatively static. This imbalance has given rise to frequent and often protracted land disputes, especially in areas with high economic value (Uway, 2017). According to the concept of *land scarcity* in natural resource economics, limited availability of land in the face of increasing demand generates competition and heightens the potential for conflict (Pearce & Turner, 1990).

In Indonesia, land disputes are a long-standing and complex issue, occurring in both urban and rural areas. Several factors contribute to these disputes, including legal uncertainty, unauthorized land occupation, overlapping claims, and weak land administration systems (Siantur, 2021). These challenges underscore the ineffective implementation of legal certainty and justice in Indonesia's land governance, as

mandated by the Basic Agrarian Law (Undang-Undang Pokok Agraria/UUPA) No. 5 of 1960.

One of the most contentious types of land is what is known as *tanah garapan* or cultivated land. Although not formally recognized in the UUPA, cultivated land is regulated under the Decree of the Head of the National Land Agency (BPN) No. 2 of 2003. The legal ambiguity surrounding the ownership of cultivated land often leads to disputes, particularly when such land is occupied or claimed without formal documentation or legal rights. In such cases, the potential for *unlawful acts* increases significantly.

Article 1365 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata/KUHPer) defines an unlawful act (*perbuatan melawan hukum*) as any action that violates the law and causes harm to another person, thereby obligating the wrongdoer to compensate for the damages incurred (Tjoanda, 2010). This legal doctrine is rooted in the broader concept of *tort law*, which aims to protect individual rights from wrongful acts that infringe upon established legal or moral norms (Prodjodikoro, 2000).

This study seeks to examine Decision No. 111/Pdt.G/2022/PN JMB, which serves as a concrete example of a land dispute involving a claim for compensation based on an unlawful act. In the case under review, the plaintiff alleges that the defendant wrongfully occupied land that legally belonged to the plaintiff. The defendant's refusal to hand over necessary ownership documents illustrates how land disputes can persist in the absence of clear legal remedies or enforcement mechanisms.

In the Indonesian judicial system, land disputes are typically resolved through litigation, involving two main legal bases: breach of contract (*wanprestasi*) and unlawful acts (*perbuatan melawan hukum*). As noted by Zulkifli (2021), in cases of unlawful acts, plaintiffs may pursue compensation under Article 1365 of the Civil Code, which provides a normative foundation for addressing both material and immaterial losses. Such compensation aims not only to restore the status quo ante (*restitutio in integrum*) but also to consider the subjective conditions of the injured party, in accordance with the principles of substantive justice (Rahardjo, 2006).

Given this background, the present study aims to analyze how the court interprets and applies the doctrine of unlawful acts in the resolution of disputes involving cultivated land, and to assess the effectiveness of the awarded compensation mechanisms in achieving equitable legal outcomes for the disputing parties.

METHOD

This study employs a normative legal research method, which focuses on the examination of legal principles, statutory regulations, and relevant judicial decisions. Normative legal research is utilized to analyze the legal foundations, definitions, and regulatory provisions related to the use of market survey results as evidence to demonstrate the non-use of a trademark. The research applies a case approach, which allows for the detailed examination of specific court cases in order to better understand how legal norms are interpreted and applied in practice (Soekanto & Mamudji, 2010). This approach is particularly relevant in assessing how judicial

reasoning supports or challenges the admissibility and relevance of market surveys in trademark disputes.

The nature of this research is descriptive, aiming to provide a systematic, factual, and accurate account of the legal phenomena under investigation. Descriptive legal research is intended to explain clearly and precisely how market survey results are used within the legal framework governing trademark law, particularly in evidentiary procedures. As noted by Adawiyah (Rodiatun Adawiyah 2017), descriptive research in legal studies is essential for illustrating how abstract legal norms are applied in concrete situations encountered by legal practitioners and litigants. Accordingly, this study relies on actual legal facts and established legal guidelines to present a comprehensive analysis of the issue at hand.

RESULTS AND DISCUSSION

1. Implementation of Civil Law Principles in the Settlement of Compensation for Unlawful Acts Related to Land Disputes

Land disputes constitute a persistent legal challenge in Indonesia, frequently arising from conflicts over land ownership, usage rights, or control, often resulting in material losses for the aggrieved party (Mu'adi Sholih, 2010). The legal settlement of such disputes typically involves lawsuits for compensation arising from unlawful acts (Perbuatan Melawan Hukum/PMH) (Hennie Yulianingrum & Agung Sri Indrawati, 2021). In accordance with civil law principles, these disputes must be resolved in a manner that ensures both justice and legal certainty. Core principles of civil law—such as the principles of freedom of contract, consensualism, trust, balance, legal certainty, and good faith—are instrumental in guiding judicial reasoning and decisions in land-related disputes (Rumawi, 2021). These principles serve as fundamental references in determining liability and in assessing claims for compensation due to unlawful conduct in land cases.

In the context of land disputes, these civil law principles provide the basis for establishing whether an act constitutes an unlawful act (PMH) (Suhaila Zulkifli, 2022). For example, the unauthorized occupation of land by a party without legal entitlement may be categorized as an unlawful act, invoking the principles of legal certainty and good faith. The resolution of such disputes can proceed through two primary avenues: litigation (via judicial institutions) and non-litigation mechanisms (outside the court system), each with distinct procedural implications. In one such case filed with the Jambi District Court on March 4, 2022, the Plaintiff entered a credit agreement with the Defendant on May 8, 2018, amounting to IDR 800,000,000, with land ownership documents used as collateral. Although an addendum was later agreed upon, ambiguity over interest terms and the impact of the COVID-19 pandemic exacerbated the Plaintiff's economic difficulties, leading to allegations of contractual unfairness and eventual legal action.

2. Legal Considerations of the Judge in Decision Number 111/Pdt.G/2022/PN Jmb on Compensation for Unlawful Acts in Land Disputes

In civil law, an unlawful act is typically characterized as a legal conflict between two or more parties disputing over a specific object, resulting in detrimental legal consequences. In the case registered as Decision Number 111/Pdt.G/2022/PN Jmb, the subject of dispute is land located on Jln. RB Siagian, RT 01, Pasir Putih Village, South Jambi District, Jambi City. However, the decision failed to specify the precise

area of land in question, raising concerns about legal certainty regarding the *locus delicti*. The dispute originated from a land sale agreement between Edi Yan Syah (Plaintiff) and Christine (Defendant I), whereby the agreed-upon sale price was IDR 220,000,000. While the Defendant requested documentation before proceeding with payment, the Plaintiff objected, arguing that a down payment should have been made in advance. Due to mutual disagreement and absence of compromise, the Plaintiff pursued legal action in the Jambi District Court.

Although Article 1365 of the Indonesian Civil Code explicitly stipulates that any person committing an unlawful act is obliged to compensate for damages incurred, the court, through Decision Number 111/Pdt.G/2022/PN Jmb, resolved the case via a *win-win* solution in the form of a Peace Deed (*acte van dading*). Contrary to conventional sanctions, the Defendant was not ordered to provide immediate compensation. Instead, the resolution was achieved through mutual agreement: the Plaintiff would hand over all necessary documents related to the land, and the Defendant would pay a down payment of IDR 20,000,000 upon signing the Peace Letter, with the remaining IDR 200,000,000 to be settled once the Peace Deed was officially issued by the court. This resolution reflects the court's emphasis on restorative justice and equitable settlement, rather than a punitive approach, especially in complex civil disputes involving ambiguous contractual terms and mutual miscommunication.

In addition, the *considerans* (reasoning) in the judge's decision, as explained above, should be interpreted in light of Article 5 paragraph (1) of Law Number 48 of 2009 concerning Judicial Power, which stipulates that judges and constitutional justices are obliged to explore, follow, and understand the values of law and the sense of justice that live within society. This provision emphasizes the responsibility of the judge to thoroughly examine and comprehend the nature of the land dispute before rendering a decision. This includes, in particular, civil cases concerning claims for damages resulting from unlawful acts related to land disputes. If the judge fails to understand the social and legal context of the land case, the resulting decision may not reflect the prevailing societal sense of justice. Consequently, in resolving such cases, including the present civil case, the panel of judges at the Jambi District Court must be guided by the principle of justice so that their decision is accepted not only by the disputing parties but also by the broader community in Jambi.

Furthermore, in this case, the parties involved agreed that they would not initiate any future legal proceedings against each other—either criminal or civil—in connection with the aforementioned dispute and its resolution process. However, this mutual non-litigation clause raises significant concerns regarding justice and fairness. If one party fails to fulfill the obligations stipulated in the peace deed (*acte van dading*), then the preclusion of any form of legal claim becomes problematic. For instance, Article 2 paragraph 3 of the Peace Deed Number 111/Pdt.G/2022/PN Jmb states that if the second party fails to settle the remaining payment after the reading of the peace deed in court, such conduct shall be deemed an act of embezzlement and fraud. This provision implies that the first party retains the right to initiate a criminal complaint in such a scenario. However, Article 3 paragraph 2 of the same deed conversely restricts the first party from initiating any form of legal claim. This contradiction within the peace deed creates a legal conflict and undermines the realization of justice.

In order to uphold justice, Christine (Defendant I) must fulfill her obligation to make the payment as mandated in Article 2 paragraph 3 of the Peace Deed. Should

she fail to do so, Edi Yan Syah (Plaintiff) must be permitted to pursue legal recourse, whether through civil litigation or criminal prosecution. The contradictory stipulations within the Peace Deed—where one article allows for a claim while another denies it—ultimately result in a denial of justice, especially for the first party, who is unjustly deprived of legal remedies in the event of a breach. In principle, every individual has the legal right to pursue claims if their rights are violated. Therefore, the Peace Deed Number 111/Pdt.G/2022/PN Jmb should not restrict any party's right to initiate legal proceedings, whether in civil or criminal court, particularly when there has been a demonstrable failure to fulfill the obligations outlined in the deed.

Limiting the rights of the first party to seek justice merely because the Peace Deed has been ratified by the Jambi District Court undermines the fundamental legal principle that justice must be accessible to all. From the perspective of justice theory, law is fundamentally designed to realize justice in collective human life. Any legal instrument—including a peace deed—must therefore uphold the right of each individual to claim protection and remedy under the law when their rights are infringed.

CONCLUSION

The implementation of civil law principles in resolving compensation claims for unlawful acts related to land disputes is of paramount importance. The principles of freedom of contract, consensualism, trust, balance, legal certainty, and good faith serve as foundational pillars that ensure justice and legal clarity in every land transaction. Through the application of these principles, land disputes may be resolved through either litigation or non-litigation mechanisms, with the primary objective of providing fair compensation to the aggrieved party and preventing future legal violations.

In Decision Number 111/PDT.G/2022/PN Jmb, the judge's legal reasoning centered on the validity of the appeal and a comprehensive evaluation of the case files and the previous decision. The court emphasized that all legal aspects, including relevant statutory provisions, were carefully considered, thereby affirming the validity of the Jambi District Court's decision. Moreover, after reviewing the arguments presented, the judge ruled to grant the appeal and uphold the prior judgment, while also ordering the losing party to bear the court costs.

Acknowledgment

Based on the findings of this study, the author recommends that in every litigation and non-litigation process, judges and mediators should place greater emphasis on the principle of balance. This is crucial to ensure that each decision reflects fairness for all parties involved, with rights and obligations being considered in a proportionate manner. By emphasizing the principle of balance, dispute resolution processes can be more objective and impartial, fostering trust between the parties and encouraging the development of more harmonious relationships in the future.

In addition, the panel of judges at the Jambi District Court should have established a clear deadline for Defendant I to fulfill her obligations as stipulated in the Peace Deed. Doing so would have ensured legal certainty and helped prevent potential breaches of contract in the future.

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