



SETTLEMENT OF JURIDICAL PROBLEMS OF LAND ASSETS OWNERSHIP PT. INDONESIA RAILWAY (PERSERO) REGIONAL DIVISION I NORTH SUMATRA

Endang Pandamdari*, Irene Eka Sihombing, Listyowati Sumanto

Faculty of Law Universitas Trisakti

Correspondence E-mail: endang.p@trisakti.ac.id

Abstract

Land assets PT. Kereta Api Indonesia (PT. KAI) in several locations is controlled by other parties, giving rise to juridical problems over ownership of land assets by PT. KAI. The purpose of writing is to describe the causes of the problem of ownership of land assets of PT. KAI Regional Division 1 North Sumatra, and describes the settlement of juridical problems of land ownership of PT. KAI Regional Division 1 North Sumatra. The results of the study indicate that the cause of the juridical problems of land ownership of PT. KAI is PT. KAI does not yet have a land certificate as the strongest proof of land ownership, because the land asset ownership rights of PT. KAI is in the form of grondkaart. Settlement of juridical problems of land ownership of PT. KAI is carrying out land registration for all land assets of PT. KAI, so that PT. KAI has a certificate of land rights as the strongest proof of land ownership. Besides that PT. KAI needs to collaborate with the Attorney General's Office, City/Regency Land Offices, and law enforcers to return state assets that are in third parties. In this case PT. KAI needs to safeguard assets including data collection/mapping of assets, installation of boundary markers, installation of asset marking boards, controlling, fencing after controlling, and finally saving assets through legal or litigation channels.

Keywords : *Land, Land ownership.*

1. INTRODUCTION

The train is a mode of transportation that has existed in Indonesia since the Dutch East Indies colonial era. During the colonial period, the main train was used to transport plantation and agricultural commodities to ports and then exported abroad. In 1864, Naamloze Venoetschap Nederlandch-Indische Spoorweg-Maatschappij (NISM) built a 26 km railroad line from Kemijen tonggung in Central Java. Then the railroad lines were developed in addition to Java, also in Sumatra. In Java, the railroad companies during the Dutch colonial era were Babat-Djombang Stoomtram Maatschappij, Batavia Electriche Tram Maatschappij, Bataviasche Oosterspoorweg Maatschappij, NV Bataviasche Verkeers Maatschappij, Javasche Spoorweg Maatschappij, Kediri Stoomtram Maatschappij, Madoera Stoomtram Maatschappij, Malang Stoomtram Maatschappij, Modjo kerto Stoomtram Maatschappij, Nederlands-Indische Spoorweg Maatschappij, Nederlands-Indische Tramweg Maatschappij, Oost-Java Stoomtram Maatschappij, Pasoeroan Stoomtram Maatschappij, Poerwodadie-Goendih Stoomtram Maatschappij, Probolinggo Stoomtram Maatschappij, Serajoedal Stoomtram Maatschappij, Semarang-Cheribon Stoomtram Maatschappij, Semarang-Joana Stoomtram Maatschappij, Solosche Tramweg Maatschappij, Staatsspoorwegen (SS), (belonging to the Dutch East Indies Government).

In Sumatra, companies that build and operate trains include Atjeh Tram, or Atjeh Staatsspoorwegen, Deli Spoorweg Maatschappij, Staatsspoorwegen, Staatsspoorwegwn ter Sumatra's Westkust, Staatsspoorwegen op Zuid-Sumatra, and Staatstramwegwn in Tapanoeli. Meanwhile, in Sulawesi there is the Staatstramwegen op Celebes. After the Proclamation of Independence, the Government of Indonesia took over control of the network system of infrastructure, facilities and railroad companies by nationalizing the company to become the Railways Department. Furthermore, the status of the company changed to the State Railway Company, then changed to the Railway Bureau Company, then became the Railway Public

Company, and finally became PT. Kereta Api Indonesia Persero (PT. KAI). Based on the Deed of Amendment to the Articles of Association, the company's aims and objectives are to conduct business in the transportation sector, as well as to optimize the utilization of the company's resources to produce high quality and highly competitive goods and/or services to obtain/pursue profits in order to increase the value of the company by implementing limited liability company principle. However, the results of this company cannot be optimized, due to several obstacles faced, namely the lack of a train fleet, pantograph damage related to signal problems, lack of maintenance of train facilities, weak level of discipline of train users, delays in train schedules, and problems of ownership of land assets PT Kereta Api Indonesia. Of the several obstacles faced by PT. Kereta Api Indonesia (Persero), this paper only focuses on the problematic juridical constraints of ownership of land assets of PT. Indonesian Railways. and the problem of ownership of PT Kereta Api Indonesia's land assets. Of the several obstacles faced by PT. Kereta Api Indonesia (Persero), this paper only focuses on the problematic juridical constraints of ownership of land assets of PT. Indonesian Railways. and the problem of ownership of PT Kereta Api Indonesia's land assets. Of the several obstacles faced by PT. Kereta Api Indonesia (Persero), this paper only focuses on the problematic juridical constraints of ownership of land assets of PT. Indonesian Railways.

In several areas there have been disputes over ownership of land assets between PT. Kereta Api Indonesia with local residents or legal entities. In the city of Kudus, land ownership disputes occurred between PT. Kereta Api Indonesia (Persero) with PT. Barutama Temple. PT. KAI sued PT. Pura Barutama because PT. Pura Barutama owns the land with the status of Right to Build, while PT. KAI has proof of ownership of the disputed object based on grondkaart. PT. KAI sued through the State Administrative Court asking for the cancellation of the certificate of Building Use Rights in the name of PT. Barutama Temple. (Ana Silviana, 2020: 70). In Jakarta, a dispute arose between PT. KAI and the residents of RW 12, Manggarai Subdistrict, South Jakarta, started with the eviction of the land where the residents were living because a double-double track project was to be built. PT. KAI claims that the land occupied by residents is an asset on behalf of PT. KAI. (Siti Nurjanah, Bambang, Wahyudi, Purwanto, 2019: 1).

Number of land disputes with land asset objects PT. KAI is part of the number of land disputes that occur throughout Indonesia. Data on the number of land disputes from 2018 to 2020 reached 8,625 cases, of which 63.5% of these disputes have been resolved, namely 5,470 cases. (Yanita Petriella, 2020). There is a land dispute regarding the land asset object of PT. KAI is clearly hampering the implementation of PT. KAI to provide a safe, efficient, digital-based, and rapidly growing transportation system to meet customer needs. In connection with this, this study specifically discusses the dispute over land assets of PT. Indonesian Railways in the city of Medan, North Sumatra. The choice of land disputes in the city of Medan, because it is different from other locations, in the city of Medan the land dispute of PT. KAI is related to land assets of PT. Kereta Api Indonesia used by other parties without the permission of PT. KAI, both by individuals or legal entities and some are related to the existence of land that is claimed as customary land belonging to the Sultanate of Deli, while PT KAI holds on to grondkaart as proof of land ownership. (Viza Vadilla, 2018: 1). Apart from that, in the city of Medan, a dispute also occurred between PT. KAI with legal entities, and some with individuals. Based on the description above, the formulation of the problem under study is why there is a problem of ownership of land assets of PT. Kereta Api Indonesia (Persero) Regional Division 1 North Sumatra, and how to solve the juridical problems of land ownership of PT. Kereta Api Indonesia (Persero) Regional Division 1 North Sumatra.

2. IMPLEMENTATION METHOD

The type of research used is normative legal research, specifically describing the settlement of juridical problems of the land assets of PT. Kereta Api Indonesia (Persero) Regional Division I North Sumatra. The nature of the research chosen is descriptive analytical. The data used is



basically secondary data. Methods of data collection through literature studies and interviews as supporting data.

3. RESULTS AND DISCUSSION

3.1 The cause of the juridical problems of land ownership of PT. Kereta Api Indonesia (Persero) Regional Division I North Sumatra

3.1.1 Chronology of land disputes between PT. KAI with Taufik Sitepu

In September 1996, PT KAI entered into a lease contract for a land area of 597 m² located at Jalan Perintis Kemerdekaan/ Jalan Putri Merah Jingga formerly Jalan Gudang with M. Arifin Sitepu. The land is cultivated as a workshop. The contract continued to be renewed until 2001. On December 16, 2001, M. Arifin Sitepu passed away and the lease contract was continued by Taufik Sitepu as the heir. The lease with Taufik Sitepu lasted until 2006. After the lease ended in 2007, Taufik Sitepu continued to own the land. In fact, he leased the land to Ng Mei Lie. Taufik claims unilaterally that the land he controls belongs to his family in the name of the late M. Arifin Sitepu. on the location of the land assets of PT Kereta Api Indonesia (Persero) in Medan has an asset nameplate that is legally owned by PT Kereta Api Indonesia (Persero) but is closed with an artificial asset nameplate Taufik Sitepu stating that Taufik Sitepu is the legal owner of the land the evidence is based on a District Head Decree. (Dwina, 2020). Based on the inspection procedures carried out, it was discovered that Taufik Sitepu only had the excuse of owning the land to control it and take advantage of the rent received by Taufik Sitepu, because the land was leased by Taufik Sitepu from 2007 to 2020. Through the court, PT. KAI proved the validity of PT Kereta Api Indonesia's land ownership certificate (Persero) in the form of *grondkaart*.

3.1.2 Chronology of land disputes between PT. KAI with PT. Arga Citra Kharisma (PT. ACK)

In 2003, PT. ACK already owns 2 plots of land with an area of 13,578 m² and 22,377 m² respectively, located on Jalan Jawa/Veteran Street, Gang Buntu Village, East Medan District, Medan City. The land was obtained through relinquishment of rights and compensation to 331 people who previously controlled the land, with a total compensation of Rp.54,143,630,000.- (fifty four billion one hundred forty three million six hundred and thirty thousand rupiah) . Then PT. KAI prohibits and hinders PT. ACK performs its activity. Besides that, the Medan City Government put up signposts on the land area owned by PT. ACKs with the inscription "This land belongs to Pemko Medan". PT. KAI as a BUMN is a party based on law that controls disputed land with the status of state land and therefore PT. KAI has a legal interest in the disputed land. As state-owned enterprises, which are legally entrusted with controlling disputed land as state land, they have the right to defend their interests which are also the interests of the state. In this case, there are at least 2 (two) official letters from authorized state officials regarding disputed land proving the actions of PT. Kereta Api Indonesia (Persero) obstructed the efforts of PT. Arga Citra Kharisma to own disputed land as a legal action.

The two letters are the Letter of the Minister of Finance Number 8-11/MK. 16/1994 dated 24 January 1995 to the State Minister for Agrarian Affairs/Head of BPN which is principally related to securing land belonging to the Public Railway Company (Perumka), and Letter of the Minister of Finance Number 5-66/MK.6/2005 dated 5 January 2005 to The head of the National Land Agency, which in essence deals with state land in Gang Buntu Medan, is state land controlled by the Public Railways Company. The history of the disputed land originates from land which during the Dutch colonial era was controlled by the Dutch railroad company which after Indonesia became independent the disputed land was controlled by the Indonesian Railway Company whose official name underwent changes according to government policies such as DKARI, DKA, PNKA, PJKA, Perumka , PT Kereta Api Indonesia (Persero). 6/2005 dated January 5, 2005 to the Head of

the National Land Agency which basically states that state land in Gang Buntu Medan is state land controlled by the Public Railway Company. The history of the disputed land originates from land which during the Dutch colonial era was controlled by the Dutch railroad company which after Indonesia became independent the disputed land was controlled by the Indonesian Railway Company whose official name underwent changes according to government policies such as DKARI, DKA, PNKA, PJKA, Perumka , PT Kereta Api Indonesia (Persero). 6/2005 dated January 5, 2005 to the Head of the National Land Agency which basically states that state land in Gang Buntu Medan is state land controlled by the Public Railway Company. The history of the disputed land originates from land which during the Dutch colonial era was controlled by the Dutch railroad company which after Indonesia became independent the disputed land was controlled by the Indonesian Railway Company whose official name underwent changes according to government policies such as DKARI, DKA, PNKA, PJKA, Perumka , PT Kereta Api Indonesia (Persero).

PT. Arga Citra Kharisma as the Plaintiff acknowledged in the lawsuit that PT. Arga Citra Kharisma provides compensation to cultivators. Cultivators are not landowners. Therefore, paying compensation to cultivators does not necessarily give birth to the right to acquire property rights over land. The plaintiff is only the party that entered into an agreement with PT. Bonauli Real Estate. PT. Bonauli Real Estate is the party that entered into an agreement with PT. Train Api Indonesia (Persero)/Defendant I, and Defendant II to carry out development on the disputed land, construction of official houses for employees of PT. Kereta Api Indonesia (Persero), but without the approval of PT. Kereta Api Indonesia (Persero) as an interested party, PT. Bonauli Real Estate has transferred its responsibility to PT. Arga Citra Kharisma Therefore, it is based on law if PT. Kereta Api Indonesia (Persero) is making efforts to protect its legal interests, including blocking the development and processing of documents on disputed land, because all the actions of PT. Arga Citra Kharisma without the approval of PT. Kereta Api Indonesia (Persero) which has the basis of rights to the disputed land in the form of grondkaart.

3.1.3 Chronology of land disputes between PT. KAI and the Head of Sukapiring, represented by Datuq Rustam, Indra Kesumadiraja

The dispute started with a dispute between the residents who occupied the land on Jalan Sutomo/Jalan Sena, and PT. Kereta Api Indonesia (Persero) which claims the land as its own. Then residents on Jalan Sutomo/Jalan Sena stayed in touch with the Plaintiff, namely Kedatuk Sukapiring. In the gathering, the residents as the parties to cultivate the land which is the object of the dispute requested that the Kedatukan Sukapiring provide legal protection to the members of the community, because the Kedatukan Sukapring is the owner of the customary land which is the object of the dispute between PT. KAI with community members. The objects of dispute amount to 6 plots of land, namely: 1) Certificate of Building Use Rights No. 00286/Perintis Village, Medan Timur District, Medan City, covering an area of 905 m² in the name of PT. Indonesian Railways (Persero); 2) Building Use Right Certificate No. 00287/Perintis Village, Medan Timur District, Medan City, covering an area of 4,369 m² in the name of PT. Indonesian Railways (Persero); 3) Building Use Right Certificate No. 00288/Perintis Village, Medan Timur District, Medan City, with an area of 4,030 m² in the name of PT. Indonesian Railways (Persero); 4) Building Use Right Certificate No. 00289/Perintis Village, Medan Timur District, Medan City, with an area of 1,473 m² in the name of PT. Indonesian Railways (Persero); 5) Building Use Right Certificate No. 00290/Perintis Village, Medan Timur District, Medan City, with an area of 2,919 m² on behalf of PT. Indonesian Railways (Persero); 6) Building Use Right Certificate No. 00291/Perintis Village, Medan Timur District, Medan City, with an area of 1,997 m² in the name of PT. Indonesian Railroad (Persero).

In this regard, the Head of Sukapiring, based on Cindra Tabalan's Letter, in this case represented by Datuq Rustam Degree Indera Kesumadiraja, suing the Head of the Medan City Land Office, and PT. Kereta Api Indonesia (Persero) through the Medan State Administrative Court. In his lawsuit, the plaintiff explained that the plaintiff was the XIV Sultan of Deli who was



enthroned at the Maimun Palace on July 22 2005 as stated in the Cindra Tabalan Letter by Datuk Empat Tribes, namely: Head of Urung Ten Dua Kuta, Head of Urung Serbanyaman, Head of Urung Suka Plate, and Head of Urung Senembah. When Sultan Deli VIII came to power, the Sultan entered into a civil agreement (contract) with a Dutch company to turn into a tobacco plantation, in a van consessie deed. One of the van consessie deed, namely the deed of consessie Mabar Deli Toewa, the Sultan of Deli gave power of attorney to the Dutch Onderneming ic Kongsi Deli Maatschappij utilized plantation land for 75 or 90 years since November 7, 1874. The Dutch Onderneming party formed a business unit for railroad transportation Nv. Deli Spoorweg Maatschappij. It was agreed that part of the Mabar Deli Toewa consessie object land would be used to support the activities of the Deli Spoorweg Maatschappij. The land is used on loan for railroad tracks, office hermitages and employee housing. This was stated in the Consessie Deli Spoorweg Maatschappij (DSM) which began on March 1, 1912 for 90 years, thus ending in 2002. After Indonesia's independence, all foreign companies including the Dutch Onderneming were nationalized according to Law No. 86 of 1958 concerning Nationalization. Deli Spoorweg Maatschappij became the State Railway Company (PNKA). Then successively changed to the Railway Bureau Company (PJKA), then to the Railway Public Company (Perumka), and then to PT. Indonesian Railroad (Persero). Along with the process of nationalizing the takeover of Nv Deli Spoorweg Maatschappij by the Government of the Republic of Indonesia, the land which became the object of the concession between the Deli Sultanate and Nv. Deli Spoorweg Maatschappij was also taken over and controlled by the State Railway Company (PNKA) at that time and is now PT. Indonesian Railroad (Persero).

The Sultanate of Deli is of the opinion that the disputed land is customary land belonging to the Sultanate of Deli. Along with the process of nationalizing the takeover of Nv Deli Spoorweg Maatschappij by the Government of the Republic of Indonesia, the land which became the object of the concession between the Deli Sultanate and Nv. Deli Spoorweg Maatschappij was also taken over and controlled by the State Railway Company (PNKA) at that time and is now PT. Indonesian Railroad (Persero). The Sultanate of Deli is of the opinion that the disputed land is customary land belonging to the Sultanate of Deli. Along with the process of nationalizing the takeover of Nv Deli Spoorweg Maatschappij by the Government of the Republic of Indonesia, the land which became the object of the concession between the Deli Sultanate and Nv. Deli Spoorweg Maatschappij was also taken over and controlled by the State Railway Company (PNKA) at that time and is now PT. Indonesian Railroad (Persero). The Sultanate of Deli is of the opinion that the disputed land is customary land belonging to the Sultanate of Deli.

3.1.4 Causes of juridical problems

For dispute cases between PT. KAI and Taufik Sitepu, the cause of the juridical problem is the basis for land ownership rights by PT. KAI is in the form of a grondkaart, while Taufik Sitepu admits that the basis for land tenure is supported by a District Head's Decree. The two parties to the dispute do not have certificates of land rights as the strongest proof of land ownership. In case of dispute between PT. KAI with PT. Arga Citra Kharisma (PT. ACK), the cause of the dispute was PT. KAI has never entered into an agreement with PT. ack. PT. KAI once made an agreement with PT. Bonauli Real Estate for development on disputed land, but without the approval of PT. KAI, PT Bonauli Real Estate transferred their responsibility to PT. ack. Then PT. ACK provides compensation to cultivators who are in the disputed land area. In this case PT. KAI also stated that the disputed land is the land of PT. KAI based on grondkaart.

Meanwhile, in the case of a dispute between PT. KAI with the Head of Sukapiring which is represented by Datuq Rustam Degree Indera Kesumadiraja, PT. KAI has proven that it owns 6 plots of land with Building Use Rights certificates, while Kedatukan Sukapiring insists that customary land belonging to the Sultanate of Deli has not been returned by PT. KAI. From these three cases it can be seen that the cause of the juridical problems of land asset disputes of PT. KAI North Sumatra Regional Division are: 1) There is still a lot of PT. KAI does not yet have the

strongest proof of land ownership in the form of a certificate of land rights. PT. KAI always mentions that the basis of its control is *grondkaart*, namely products left by the Dutch East Indies government which contain products of past legal objects that are permanent and final. Inside the *grondkaart* there is a cross-sectional image of the land on which the boundaries of the land are located. ; 2) Even though it was found that certain locations had been controlled by PT. Kereta Api Indonesia (KAI) with the strongest proof of land ownership in the form of a certificate of land rights, but the certificate was sued by another party and requested cancellation of the certificate, because this is possible to do, because Indonesia adheres to a negative publication system with a positive tendency. This negative publication system states that the data contained in the certificate can be trusted as long as no other party can prove the opposite. This opens the possibility of other parties suing PT. KAI; 3) Specifically in Medan City where the location of land disputes was examined, there are different perceptions between PT. KAI and the Sultanate of Deli. The land that was before Indonesia's independence was the land of the Sultanate of Deli, considered by the Sultanate of Deli to be customary land belonging to the Sultanate of Deli which must be returned by PT. KAI to the Sultanate of Deli, with PT. KAI is a continuation of the old Dutch company where the Deli Sultanate made an agreement that ended in 2002.

This problem widened when the customary land of the Deli Sultanate was identified as *ulayat* land, because *ulayat* rights are a legal relationship between customary law communities and the land where the community customary law exists. According to Article 3 of Law No. 5 of 1960 concerning Basic Agrarian Principles (UUPA), customary rights are recognized as long as in reality they still exist and do not conflict with national interests and applicable laws and regulations. The problem is whether the land claimed by the Sultanate of Deli as customary rights meets the criteria for customary rights. These criteria are: 1) there is still a group of people who are members of the customary law community; 2) there is still land which is the territory of the customary law community; and 3) the existence of a customary head who is recognized by members of the customary law community. (Boedi Harsono, 2018: 192). The fact is that the land claimed as customary land belonging to the Sultanate of Deli has been occupied by members of the community without any basis for rights, so that PT. KAI assesses that there has been land acquisition without a permit, considering that PT. KAI based its base of rights in the form of *grondkaart*. 2) there is still land which is the territory of the customary law community; and 3) the existence of a customary head who is recognized by members of the customary law community. (Boedi Harsono, 2018: 192).

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3.2 Settlement of juridical problems of land ownership of PT. Indonesian Railways (KAI) North Sumatra Regional Division

Dispute resolution is an attempt to restore the relationship of the disputing parties to their original state. The theory that examines dispute resolution is called the dispute resolution theory. In 1958, the theory of dispute resolution was developed by Ralf Dahrendorf, who argued that in society there are disputes and consensus, therefore he argued that in sociology there are dispute theory and consensus theory. Dispute theory analyzes the conflict of interests and the use of force that binds society together in the face of that pressure. Meanwhile, consensus theory tests the value



of integration in society. (Salim and Erlies Septiana Nurbani, 2013: 135). Apart from Ralf Dahrendorf who has provided dispute resolution theory, Dean G. Pruitt and Jeffrey Z. Rubin put forward the theory of dispute resolution strategies, which explained that there are five dispute resolution strategies, namely: First, contending, namely trying to implement a solution that one party prefers over the other party; Second, yielding is lowering one's own aspirations and being willing to accept less than what one actually wants; Third, problem solving, namely finding alternatives that satisfy the aspirations of both parties; Fourth, by drawing (withdrawing) is choosing to leave a disputed situation, both physically and psychologically; Fifth, inaction (silent), namely not doing anything. Meanwhile, Laura Nader and Harry F. Todd Jr., presented seven ways of resolving disputes in society. The seven ways are: lumping it (just let it go), avoidance (avoiding it), coercion (force), negotiation (negotiations), mediation (mediation), arbitration (arbitration), and adjudication (trial). These seven ways can be divided into three ways of dispute resolution, namely traditional, alternative dispute resolution, and court. Which includes the traditional way is letting it go, evading, and coercion. These three ways are not found in statutory regulations.

While that includes settlement through alternative dispute resolution includes negotiations (negotiation), mediation, and arbitration. These three methods are contained in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The settlement of disputes through the court is known in procedural law. These seven ways can be divided into three ways of dispute resolution, namely traditional, alternative dispute resolution, and court. Which includes the traditional way is letting it go, evading, and coercion. These three ways are not found in statutory regulations. While that includes settlement through alternative dispute resolution includes negotiations (negotiation), mediation, and arbitration. These three methods are contained in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The settlement of disputes through the court is known in procedural law. These seven ways can be divided into three ways of dispute resolution, namely traditional, alternative dispute resolution, and court. Which includes the traditional way is letting it go, evading, and coercion. These three ways are not found in statutory regulations.

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The three land disputes over the assets of PT. The KAI studied by the author, there is a dispute between PT. KAI with individuals, or with legal entities, and with the Sultanate of Deli, were originally resolved by deliberation, but because there was no amicable settlement, the dispute resolution was submitted through the General Court or the State Administrative Court. Land dispute between PT. KAI and Taufik Sitepu were resolved through the General Court. As a result of Taufik Sitepu's actions, he controlled the land assets of PT. KAI illegally, Decision Number.45/Pid-Sus-TPK/2021/PN-Mdn stated that Taufik Sitepu had been legally proven to be guilty of committing a criminal act of corruption, and imposed a prison sentence of 6 years and a fine of Rp. 500,000,000, -, and punished Taufik Sitepu to pay a compensation of Rp. 982,517,417, - In the decision it was confirmed that the land area of 597 m² and the buildings on it were returned to PT. KAI Regional Division I North Sumatra. While the land dispute between PT. KAI with PT. Arga Citra Kharisma is resolved through the General Court. PT Arga Citra Kharisma sued PT. KAI

which is considered to be obstructing the implementation of construction carried out by PT ACK. PT. KAI, as the party that has the basis for the rights to the disputed land in the form of grondkaart, feels the need to block the construction carried out by PT. ACK on land owned by PT. KAI. Because PT. KAI has never entered into any agreement with PT. ack. PT. KAI has an agreement with PT. Bonauli Real Estate to develop on the land of PT. KAI, but without the approval of PT. KAI, PT. Bonauli Real Estate transferred responsibility to PT. ack. Based on Decision No. 453/Pdt.G/2015/PN.Mdn, PT. KAI was declared to have committed an unlawful act because it obstructed the construction carried out by PT. ACK, and PT. ACK is declared to have priority rights to apply for building use rights over 2 disputed land areas with a first area of 13,578 m² and a second land area of 22,377 m² which are located in Gang Buntu, Medan Timur District, Medan City. Against the first level decision, PT. KAI filed an appeal, and based on Decision No. 126/Pdt/2017/PT.Mdn, Medan District Court Decision No. 453/Pdt.G/2015/PN.Mdn is corrected by removing the editorial which reads stating the stipulation of execution No. 16/Ex/2013/314/Pdt. G/2011/PN. Mdn dated June 25 2013 valid and legally enforceable, besides that there is still a provision stating that PT. ACK has the right to continue development activities on the two plots of land in dispute until a decision is made with permanent legal force.

Against this appeal decision, PT. KAI filed an appeal, and the Supreme Court in Decision No. 551K/Pdt/2019 annulled Decision No. 126/Pdt/2017/PT. Mdn. The Supreme Court is of the opinion that there are 2 official letters from competent state officials regarding disputed land proving the actions of PT. KAI obstructed the efforts of PT. ACK to own disputed land as a legal action. The official letter in question is: 1) Letter of the Minister of Finance No. 8-11/MK.16/1994 dated January 24, 1995 to the Minister of Agrarian Affairs/Head of BPN which is principally related to securing land belonging to the Public Railway Company (Perumka); 2) Letter of the Minister of Finance No. 5-66/MK.6/2005 dated 5 January 2005 to the Head of the National Land Agency which in essence states that state land in Gang Buntu Medan is state land controlled by Perumka. The history of the disputed land originates from land which during the Dutch colonial government era was controlled by a Dutch railroad company which after Indonesia's independence, the disputed land was controlled by a railroad company whose official name underwent changes according to government policy and was finally called PT. KAI. Besides that, the Supreme Court considered that PT. ACK admitted that it had given compensation to the cultivators. The cultivator in the national land law is not the owner of the land, therefore paying compensation to the cultivator does not necessarily give rise to the right to acquire ownership of the land. ACK admitted that it had given compensation to the cultivators. The cultivator in the national land law is not the owner of the land, therefore paying compensation to the cultivator does not necessarily give rise to the right to acquire ownership of the land. ACK admitted that it had given compensation to the cultivators. The cultivator in the national land law is not the owner of the land, therefore paying compensation to the cultivator does not necessarily give rise to the right to acquire ownership of the land.

Then for land disputes between PT. KAI and Kematukan Sukapiring who have a relationship with the Sultanate of Deli were resolved through the State Administrative Court. Administrative Court Judge in Decision No. 220/G/2019/PTUN-Mdn dated 26 February 2020, stated that the plaintiff's lawsuit, namely Kematuk Sukapiring, was unacceptable. The legal considerations used are regarding the legal standing of the Sukapiring Priesthood. The Panel of Judges is of the opinion that the Plaintiff in *casu* Kematukan Sukapiring is not the sole right-holder for the lands contracted to Deli Maatschappij, including the land where the object of the dispute is located because the land contracts were not made between Kematukan Sukapiring and Deli Maatschappij, but between the Sultan of Deli and Kematukan -kematuk in the territory of the Sultanate of Deli and Deli Maatschappij, therefore the plaintiff on behalf of the Kematukan Sukapiring has no legal grounds unilaterally and independently filed a lawsuit against the object of the dispute. The plaintiff is suing not on behalf of Sultan Deli and Kematukan-kematukan as the parties listed in the land contract so that the plaintiff cannot necessarily be considered to represent



the interests of these parties, in other words the plaintiff has no interest process. In addition, the panel of judges was of the opinion that the existence of old rights from swaprja (sultanate land) which could not be proven by physical possession of the land could no longer be enforced. This is reinforced by the provisions contained in the Basic Agrarian Law which states that the rights and authority over land, water from autonomous or former autonomous regions that still existed at the time this Basic Agrarian Law came into force are abolished and transferred to the state. Against Decision No. 220/G/2019/PTUN-Mdn, Kedatukan Sukapiring filed an appeal. Decision on appeal, namely Decision No. 90/B/2020/PT.TUN-Mdn upheld Decision No. 220/G/2019/PTUN-Mdn.

Land dispute with land object assets of PT. If KAI is not resolved immediately, it will result in PT. KAI. This means the impact of the assets of PT. KAI is not yet clean and clear, making PT. KAI cannot maximize management and utilization. There are two types of assets owned by PT KAI, namely railway assets and non-railway assets. What is meant by railway assets are assets that are directly related to the operation of railroad trips, while non-railroad assets are assets that are not directly related to the operation of railroad trips including land assets, company houses, and official buildings. Total land assets of PT. KAI in Java, Sumatra and Madura totals 32,782.5 hectares, besides land there are assets in the form of company houses totaling 16,463 units, and official buildings totaling 3,881 units. From the land area of PT. KAI, only 53% of the land is certified, therefore PT. KAI continues to take care of the certificate of assets of PT. KAI, so that all land assets have a certificate as the strongest evidence for holders of land rights. Obtaining a certificate is carried out by carrying out land registration activities to guarantee legal certainty. This activity begins with measurement and mapping, bookkeeping of rights, and issuance of certificates as stipulated in Article 19 of the UUPA in conjunction with PP No 24 of 1997 in conjunction with PP No 18 of 2021. The three cases examined in this study show the weak position of PT. KAI for land parcels that do not yet have a certificate, due to control of land assets by PT. KAI is based on grondkaart. Grondkaart in the National Land Law is not proof of land ownership, but grondkaart is the basis for rights as beheer over state land by certain subjects, namely in this case PT. KAI. So PT. KAI is prioritized to obtain land rights from state land through grondkaart rights.

In realizing the settlement of land asset disputes, PT. KAI has collaborated with the Attorney General's Office, City/Regency Land Offices, and law enforcers for the return of state assets in third parties. In addition, PT. KAI maintains assets including data collection/mapping of assets, installation of boundary markers, installation of asset markers, controlling, fencing after controlling, and finally saving assets through legal or litigation channels.

4. CONCLUSION

Juridical problems of ownership of land assets of PT. KAI arises because there is still a lot of land owned by PT. KAI which has not been registered so that it does not yet have a certificate of land rights as a strong proof of ownership, the reason for the rights that exist with PT. KAI is currently only grondkaart. To resolve the juridical problems of ownership of land assets of PT. KAI, in the case investigated by the author, was resolved through the courts, but in order to guarantee legal certainty for PT. KAI, then PT. KAI is obliged to take care of the issuance of certificates of land rights over the entire land assets of PT. KAI. In addition, PT. KAI needs to safeguard assets, control, fence and save assets if necessary through legal or litigation channels.

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