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# Legal Standing of Hereditary Land Rights (Wewengkon) of Cirebon's Kasepuhan Palace in Property Law in Indonesia

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## ABSTRACT

*The Kasepuhan Palace of Cirebon claims to own several land assets in Cirebon as a hereditary right (wewengkon) but are currently used and/or under the control of other parties without the Palace's permission. One of these other parties is the State-Owned Enterprise of PT. Kereta Api Indonesia (Persero) or the Indonesian Railway Company, specifically their Operating Area 3 which covers Cirebon. They are allegedly utilizing the land belonging to the Kasepuhan Palace of Cirebon for their operations as well as to support their business activities. In this case, we will discuss the legal standing of the land in question after the independence period. This research is normative-juridical, and it employs several approaches; statute approach, conceptual approach, and case approach. The research specification used is descriptive-analytical which aims to describe the case accurately. The land belonging to Kasepuhan Palace of Cirebon has been holding wewengkon status since the British era, the Dutch era, the Republican Era and later into the Reformation era, meaning the land rights are inherited from the Kasepuhan Sultanate of Cirebon. However, the enactment of Law No. 5 of 1960 Concerning Basic Agrarian Principles subjected all lands to land reform, thus, transferring the rights to the state, as the land with weweongkon rights held by the Kasepuhan Palace of Cirebon was considered as swapraja or ex-swapraja (self-governing/ autonomous) land, and it was compensated for the rights transfer.*

***Keywords:*** *Legal Standing, Wewengkon, Land.*

## I. INTRODUCTION

One will take every practicable measure to obtain or maintain their rights to a land when there is a dispute over it. As is the case with the Kasepuhan Palace of Cirebon (hereinafter referred to as the Palace), which claims to own several land assets in Cirebon as a hereditary right (*wewengkon*). Although, these land assets are currently used and/or under the control of other

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 [ISSN 2581-5369]

parties without the Palace's permission. One of these other parties is the State-Owned Enterprise of PT. Kereta Api Indonesia (Persero) or the Indonesian Railway Company (hereinafter referred to as KAI), specifically their Operating Area 3 which covers Cirebon. They are allegedly utilizing the land belonging to the Palace for their operations as well as their supporting business activities.

This land dispute between the Palace and KAI has been going on for a long time, and no visible end of resolution is in sight. Differences of opinion regarding the origin of the land, both from a historical perspective, as well as positive law, continue to occur, until the government takes part in efforts to reconcile the two parties, although there is still no clear result of settlement and resolution. Members of the surrounding community who control and/or utilize the land are also divided into two; there are those who recognize it as an asset belonging to the Palace, and those who recognize it as an asset of KAI. The following problems are considered relevant and in accordance with the research objectives: a. What is the legal basis for the rights of the Palace and KAI to control the land?, b. What is the legal standing of the Palace's land with hereditary rights (*wewengkon*) following Indonesia's independence the enactment of Law No. 5 of 1960 Concerning Basic Agrarian Principles?, c. What are the patterns and solutions for the dispute resolution?

**(A) Research Methods**

This research is normative juridical, which will describe the juridical basis and legal standing of hereditary (*wewengkon*) land rights of the Palace and formulate the findings as solutions to legal uncertainty regarding *wewengkon* land rights held by the Palace. This research employs several approaches; statute approach, conceptual approach, and case approach. Peter Mahmud Marzuki distinguishes the statutory approach carried out by practitioners and academics. For research with practical purposes, this legal approach will open up opportunities for researchers to study the suitability and consistency between laws and regulations. For research with academic purposes, researchers need to find out the *ratio legis* and the ontological basis for the birth of the law. By studying this, researchers will find the philosophical basis for the formation of the law which will be used as a reference in resolving existing legal issues.[4] The research specification used is descriptive-analytical which aims to describe the case accurately,[5] by analyzing the juridical basis for the standing of the Palace's land with hereditary (*wewengkon*) rights, formulating the findings of this research into a solution to address legal uncertainty and

[4] Marzuki, P. M. *Penelitian Hukum,* Kencana, Jakarta : 2007
[5] Amirudin, & Asikin, Z. *Pengantar Metode Penelitian Hukum.* Jakarta: PT Raja Grafindo Persada, 2003

the fate of the land in question, as well as drawing conclusions from all research findings and results.

## II. DISCUSSION

### (A) History of the Regulation and Control of *Grondkaart* and *Wewengkon* Land Assets in Indonesia

#### 1. History of *Grondkaart* Land Assets Ownership by KAI

The first railway line in Cirebon was built by N.V. Bataviasche Oosterspoorweg Maatschappij or the Batavian Eastern Railway Company, by first forming a survey team called the 'Local Committee' in May 1885 which was responsible to conduct research on locations for potential future railway lines (ANRI, 1885). In March 1886, a businessman named J. Ledeboer saw a profitable investment opportunity in the interior of Cirebon.[6]

When the concession request for the Cirebon-Semarang railway line had been granted, the application for the Tegal-Balapulang line still encountered several obstacles. One of the obstacles faced is the construction of stations. Tegal was chosen for the construction of the station because it was considered very strategic, as it serves as the connection for the Cirebon-Semarang line and the Tegal-Balapulang line. These projects were successfully materialized by the end of November 1886, and the Cirebon-Semarang railway line was planned to be opened to public in January 1887.[7]

NV. Semarang-Cheribon Stoomtram Maatschappij, or the Semarang-Cirebon Steam Tram Company (hereinafter referred to as NV SCS), the company holding the concession of the Cirebon-Semarang railway line, decided that they had to acquire two plots of land on the site of the railway for the construction of a station complex. The first acquisition was carried out in Cangkol Village since May 1896, covering an area of 4,685 sqm and 3,200 sqm (Meetbrief Cheribon 18 April 1896 No. 3101 & 3103). Both lands were purchased from local residents and together with the surrounding government lands, they were combined into a plot land which was prepared as an emplacement. However, considering that the company still needed the surrounding land, the board of directors of the company later learned that the location of the required land was partly in Kasunean Village, and it was a *wewengkon* land, inherited from Cirebon's Sultan Sepuh.

[6] Marihandono, D, *Dari Konsesi Ke Nasionalisasi: Sejarah Kereta Api Cirebon - Semarang.* Bandung: Direktorat Aset Tanah dan Bangunan, 2016, p. 34

[7] ANRI. *Besluit van Governor Generaal 20 Juni 1886 no. 2/c, bundel Algemeen Secretarie*. Jakarta: Arsip Nasional Republik Indonesia, 1886.

Therefore, the board of directors sent a letter to the Sultan on July 11, 1896, numbered 121/A.[8] In this letter, it is stated that NV SCS intends to borrow the land required for the station complex in Kasunean Village and expansion of the rail network in Kajawanan Village. These lands are located on the right bank of the Kasunean River. The loan is planned to last for ninety-nine years, in accordance with the validity period of the concession granted by the Dutch Government through NV SCS, as stated in Article 4 *Bijblad op het Staatsblad* (Supplement to the Official Gazette) No. 4978.

After almost ten years, the land which was borrowed from the Sultan was then re-measured and from the results of these measurements, the Cadastre (Dutch Land Registry and National Mapping Agency) determined the status of borrow-to-use (*bruikleen*) on August 20, 1907, which confirmed that the land was borrowed by NV SCS for its emplacement at Cangkol Station. After a financial trouble inflicted by the first world war, NV SCS then intended to release its emplacement complex in Cangkol and sell or return the land it has previously borrowed.[9]

### 2. History of Wewengkon Land Tenure of Kasepuhan Palace of Cirebon

The history of Cirebon started from the establishment of the village of Kebon Pesisir in 1445. The village was led by Ki Danusela. Another new village, Caruban Larang, was also established at that time. That village was led by Prince Cakrabuana. Caruban Larang continued to grow. In 1479, it was starting to be known as '*Nagari Cerbon*'. led by Tumenggung Syarif Hidayatullah with the title of '*Susuhanan Jati*'.

In 1677 Cirebon was physically divided, where Prince Martawijaya was crowned as the 'Sultan Sepuh' with the title of Sultan Raja Syamsudin. Prince Kertawijaya was crowned as 'Sultan Anom' with the title of Sultan Muhammad Badriddin. Sultan Sepuh resided at the Pakungwati Palace, and Sultan Anom constructed a new palace in the former home of Prince Cakrabuwana. Sultan Cerbon acted as the representative of the Sultan Sepuh, meaning that there were three Sultans.[10]

The Kasepuhan Sultanate was recorded in Indonesian history as the largest Islamic kingdom in West Java. It which was founded in the 15th century and was one of the centers of the spread of Islam in Java. However, behind the greatness of its history, the Sultanate still have problems related to the rights over its assets, especially in the form of *wewengkon* land (Delina & et.al.,

[8] Marihandono, *Op.Cit,* p. 109.
[9] *Ibid*, p. 110
[10] Budhiawan, H., & et.al. *Pemaknaan Tanah Swapraja Keraton Kasapuhan Dalam Konflik Pertanahan Di Kota Cirebon*. STPN, 2019, P. 12

2016, p. 7). Legally, the land status of Kasepuhan Palace of Cirebon is *wewengkon* land (land of hereditary rights) inherited from the Kasepuhan Sultanate of Cirebon. This has been the case since the British era, the Dutch era, the republican era, and until recently, the post-reformation era. However, the enactment of Law No. 5 of 1960 Concerning Basic Agrarian Principles (hereinafter referred to as the Basic Agrarian Law) subjected all lands to land reform, thus, transferring the rights to the state, as the land with weweongkon rights held by the Kasepuhan Palace of Cirebon was considered as swapraja or ex-swapraja (self-governing/ autonomous) land, and the Sultanate was compensated for the loss caused by the land rights transfer. However, up until now, the Palace has not received said compensation payments from the government (Delina & et.al., 2016, p. 8). According to Dr. Pupu Sri Wulan when interviewed by the Author of this article, who is a professor of law who has also researched the issue of *wewengkon*, stated that the Palace had received payments of compensation from the government, but not all of them. Only some payments have been received.

According to the Government of the City of Cirebon, the Kasepuhan Sultanate who owns the Kasepuhan Palace of Cirebon is a form government that is autonomous and self-governing that exists within the State, therefore, any land it possesses is classified as *swapraja* (self-governing) or ex-*swapraja* (ex-self-governing) land. Letter of the National Land Agency (*Badan Pertanahan Nasional*, BPN) No. 400-1581 of June 24, 2003, addressed to the Governor of West Java Province, regarding the Kasepuhan Sultanate of Cirebon, stated that the land of Kasepuhan Sultanate of Cirebon is *swapraja* land. However, in reality the government has not been able to clearly define *swapraja*, and prove which ones are considered as *swapraja* land, and which ones are not *swapraja* or ex-*swapraja* land. All the land was then redistributed, leaving no remainder to be returned to the Sultanate. This was the beginning of the 'land conflict' in the City of Cirebon, which remains to this day (Sumaya, 2018).

According to the Basic Agrarian Law in conjunction with Regulation No. 224 of 1961, lands of the Kasepuhan, Kanoman, and Kacirebonan palaces in Cirebon, were qualified by the Government as former *swapraja* lands and therefore declared null and void and transferred to the State. This is because the Kasapuhan Sultanate falls into the category of a former *swapraja* government, considering that it had held its own government and judiciary until as late as 1816. This conclusion was based on the results of a research by the Cirebon Sultanate Land Research Team, which was formed by the Ministry of Home Affairs in 1977 under the Minister of Home Affairs Decree No. 415 of 1977 Concerning the Establishment of the Cirebon Sultanate Land Research Team in response to the effect of the Land Reform Act dated December 24, 1977. The following are some legal facts relevant to this case:

 [ISSN 2581-5369]

1) Letter of the Minister of Home Affairs.
2) The Decision of the Supreme Court of the Republic of Indonesia No. 373K/PDT/2004 regarding the Kasapuhan Palace's Land Case in the Satim Block, Sakur Jaya Village, Ujung Jaya District, Sumedang Regency, which was won by Sultan Sepuh of the Kasapuhan Palace of Cirebon.
3) The Decision of the Supreme Court of the Republic of Indonesia No. 311PK/PDT/2009 dated August 24, 2009, regarding the Palace's land used by the Department of Agriculture of the City of Cirebon, which was won by Sultan Sepuh of the Kasapuhan Palace of Cirebon.
4) The Decision of the Supreme Court of the Republic of Indonesia No. 28/PK/TUN/2004 in conjunction with the Decision of the State Administrative Court of Bandung No. 121/G/2001/PTUN-BDG as well as Execution Decision No. 121/DG/2001/PTUN in conjunction with No. 02/PEN.EKS/2003/PTUN-BDG, regarding the land of Sultan Sepuh in Banjarwangun Village, Mundu District, Cirebon Regency, which was won by Sultan Sepuh of the Kasapuhan Palace of Cirebon (Budhiawan & et.al., 2019, p. 15).

**Legal standing of grondkaart land and wewengkon land**

### 3. Legal Standing of *Grondkaart* Land

When talking about *grondkaart* land, one must also look into the past, especially to the events that caused *grondkaart* rights to exist in the first place. Changes to *grondkaart* are closely related to the political changes that occurred between the transition from the Dutch colonial era into the independence of the Indonesian nation, as well as the following periods**.** These political changes are also dependent on the government in formulating their policies according to their needs and conditions.

Viewed from the historical context in the Dutch East Indies, *grondkaart* was first known at the beginning of the construction of railways by a private railway company, namely the Nederlandsch-Indische Spoorweg Maatschappij, or the Dutch East Indies Railway Company (hereinafter referred to as NIS), which applied for a concession right to the land needed for the construction of their railway lines, This is as regulated in *Gouvernement Besluit* (Government Decision) No. 1 of 1862 dated August 28, 1862. [11]

Grondkaart is regulated in Gouvernement Besluit No. 1 of 1862 stipulating the existence of concessions, precisely in Articles 7, 10, and 11 which stipulate the existence of a concession holder, requirements to submit a general map, longitudinal profile, and cross-sectional profile

[11] KAI, *Sekilas Lintas 25 Tahun Perkereta-Apian.* Bandung, 1970

to be submitted and approved by the Governor-General and be included in the *grondkaart* land map. One of the first *grondkaart* for private companies was first published by the Dutch colonial government in Semarang, as well as in Surabaya in 1876 for the Emplacement of Gubeng Station. State companies had also submitted applications for the issuance of *grondkaart.*

### 4. Legal Standing of *Wewengkon* Land

According to Harto, the term *wewengkon* is derived from the Javanese word of *wengku* meaning 'master', or *hamengku* meaning 'to hold power'. If applied to land rights, the closest meaning to *wewengkon* is *beschikking recht* or communal control rights. *Wewengkon* was part of the sultanate's feudal system in the field of land and property. However, *wewengkon* was abolished with the abolishment of Kasepuhan Sultanate by Raffles in 1815, just like the sultanates of Surakarta and Mangkunegaran in 1945.[12] *Swapraja* land assets of the Sultanate were then transferred to and controlled by the state. State land, where the state as the subject, has certain legal relationship in the form of power or ownership relationship. according to the UUPA, State land is land that is not in Haki with individual rights and is fully controlled by the State. According to the Basic Agrarian Law, as echoed by legal expert M. Noor in Decision No. 38/Pdt.G/2015/PN.Cbn, state land is land that is not entitled to individual rights and is fully controlled by the state.

The current legal status of the lands of the Kasepuhan Palace of Cirebon are partly owned by the community and partly controlled by the state, in accordance with Article 1 of Government Regulation No. 224 of 1961 Concerning the Implementation of Land Distribution and Compensation. The lands were granted ownership rights on the basis of a Work Permit and on the basis of the State Land provisions after receiving the release of rights from the Sultan of Kasepuhan of Cirebon. The lands of the former Kasepuhan Palace are indeed almost entirely owned by the community. However, it remains to be assessed whether the process and distribution of the lands are correct according to available procedures or if there are indications of unlawful acts (Article 1365 of the Civil Code) committed by the authorities because they have usurped the rights of the Sultan of Kasepuhan of Cirebon.

The Decision of the Supreme Court of the Republic of Indonesia No. 1825K/Pdt/2002 where the Plaintiff of the case, the current Sultan Sepuh, Dr. H. PRA. Maulana Pakuningrat, S.H., stated that Sultan Sepuh used to physically control and had authentic evidence of the *wewengkon* land based on the map of the *kagungan* heritage land belonging to the Kasepuhan

[12] Harto. (2022, January 10). Former Expert Staff of the Directorate of Land and Building Assets at PT. Kereta Api Indonesia (Indonesia Railway Company, LLC.). (Author, Interviewer)

Sultanate made by the Cadastral Office in 1890 on behalf of Sultan Raja Atmajaya, the sultan reigning in 1890.

### (B) Pattern of *Wewengkon* Land Dispute Settlement between Kasepuhan Palace of Cirebon and KAI

Dispute resolution theory is a theory that examines and analyzes the categories or classifications of disputes or conflicts that arise in society, the factors that cause disputes, and the methods or strategies used to resolve them. According to John Burton, the settlement of dispute, in which there is authority and law, can be requested of the disputing parties by a mediator to be implemented.[13]

Basically, dispute resolution can be done in two ways, the more commonly used is dispute resolution through the courts, and the other method is out of court dispute resolution which has also gained favor and become more developed in recent years. Dispute resolution process through the courts results in an adversarial decision that is not able to embrace common interests, because it produces a 'win-lose solution' decision, with winners and losers, where one party will feel satisfied but the other will not, which may create a new friction between the disputing parties. Not to mention the slow and lengthy dispute resolution process, as well as the relatively more expensive costs. Dispute resolution process outside the court produces a 'win-win solution' agreement because it is reached through deliberation between disputing parties so that it is able to produce a joint decision that is acceptable to both parties and the resulting decision can be guaranteed confidentiality because there is no obligation for a trial process that is open to the public and published.[14]

The settlement of the *grondkaart* land dispute that involved the Kasepuhan Palace, Cirebon, West Java, will be studied and described through a decision which will serve as a reference for this writing.

## III. DISPUTE RESOLUTION IN COURT

Dispute resolution procedure is carried out in court. It is often referred to as the term 'litigation'. This procedure is done by having all parties present before the court, where they present their facts and arguments in a bid to protect their rights. A panel of judge will hear and preside over the case and make its decision. According to Munir Fuadi, conventional dispute resolution

[13] Habibaty, D. M., dan Lathif, A. A. Disparitas Penyelesaian Sengketa Jalur Litigasi pada Polis Asuransi Syariah dan Putusan Pengadilan. *Jurnal Legislasi Indonesia, 16*(1), 2019, p. 78

[14] Lestari, R. (2018). Perbandingan Hukum Penyelesaian Sengketa Secara Mediasi Di Pengadilan dan Di Luar Pengadilan di Indonesia. *Jurnal Ilmu Hukum, 3*(2).

 [ISSN 2581-5369]

through a court has been carried out for hundreds of years, if not thousands.[15]

In this article, the case of land disputes between the Association of Residents and Cultivators of the Kasepuhan Palace of the Cirebon Sultanate and KAI in Decision of the District Court of Cirebon No. 38/Pdt.G/2015/PN.Cbn will be analyzed. The description of the case is as follows:

This lawsuit was filed by the Association of Residents and Cultivators of the Kasepuhan Palace of the Cirebon Sultanate, claiming to be victims of abuse by KAI. The Plaintiffs are a group of people who inhabit, occupy, and cultivate the lands located on Jalan (street) Ampera, Jalan Olahraga, Jalan Pancuran RW (*Rukun Warga* or community) 07, Jalan Pancuran RW 08, Jalan Pancuran RW 09, Jalan Tanda Barat, Jalan Kramat, Jalan Cangkring, Pamitran, Bedeng Baru, Drajad, Kriyan, and Purwasari, which are located in Cirebon.

The Plaintiffs of this case stated that since 2011, the Defendant has sporadically and continuously committed the following acts:

1) Demolition of buildings belonging to the Plaintiffs;
2) Forced eviction without due process of law;
3) Written warnings to immediately vacate;
4) Land measurements without the Plaintiff' consent;
5) Collecting rent for the land, with an amount that is not based on the calculation of the rental value;
6) Collecting rent for the building, with an amount that is not based on the calculation of the rental value;
7) Forced eviction and demolition of houses built and occupied by the Plaintiffs without due process of law;
8) Deceived the Plaintiffs into attending an invitation from the Defendant and signing a letter of agreement which confirms that the Plaintiffs are required to rent land and buildings from the Defendant;
9) Forced the Plaintiffs to sign a letter without a front page which turned out to be a lease letter which articles burdened the Plaintiffs, and contained *dwang* (threats/coercion), *dwaling* (misguidance) *and bedrog* (fraud).

The Plaintiffs argued that the unilateral actions taken by the Defendant disturbed the peace, tranquility, and public order, which subsequently caused unrest, resulted in the disruption of the economy of the community members who were unable to work peacefully to earn income, as

[15] Habibaty dan Lathif, *Op.Cit*, p. 80

 [ISSN 2581-5369]

well as disturbed the psyche of the community members. The Plaintiffs have also sent a letter, filed an objection, and protested to the Defendant, but these efforts were of no avail as the Defendant continued to ignore the Plaintiffs grievances.

The Plaintiffs stated that the land they controlled was a land with hereditary right, inherited from the Kasepuhan Palace of Cirebon, based on Lease Agreement No. 121A, dated July 11, 1896, between the Dutch East Indies Railway Company (which the Defendant is the direct successor of) and the Kasepuhan Palace of Cirebon. This lease agreement has a term of 100 years and should have expired in 1995, and all leased assets must be returned to the Kasepuhan Palace of Cirebon. After the expiration of the lease, the Plaintiffs submitted an application to the Palace to be able to work on and occupy the Palace's land that was once leased to the Defendant. The Plaintiffs then obtained a use permit for the land, thus started occupying it.

KAI as the Defendant in this case submitted the following answers to the lawsuit filed by the Plaintiffs, Regarding Lease Agreement Letter No. 121A:

1) The Defendant doubts the authenticity of the letter. If there is no original copy of the authentic letter, then it cannot be submitted as legal evidence, as per Article 1888 of the Civil Code which reads "The validity of written evidence exists in the original deed…";
2) Paragraph 1 of the letter clearly stated the location of the land in question, which is located in Kasunean Village and Kejawanan Village. Kasunean Village is located near the beach, at the estuary of Kasunean River, east of Cirebon City (not far from the Kasepuhan Palace of Cirebon). Meanwhile, Kejawanan Village is located not far to the south of Kasunean Village. The Defendant has reviewed the two villages and it turns out that he two villages still exist until today, and are not far from the Kasepuhan Palace of Cirebon;
3) The location of the land mentioned in the lease agreement letter, namely Kasunean Village and Kejawanan Village, Cirebon City, is different from the location of the land that has been occupied and cultivated by the Plaintiffs, which is located at: (1) Jalan Ampera, (2) Jalan Olahraga, (3) Pancuran Area RW 07, (4) Pancuran Area RW 08, (5) Pancuran Area RW 09, (6) Jalan Tanda Barat, (7) Jalan Kramat, (8) Jalan Cangkring, (9) Pamitran, (10) Bedeng Baru, (11) Drajat, (12) Kriyan, (13) Purwasari, (14) Kartini and (15) Tentara Pelajar, as mentioned in point no. 1 of the lawsuit. The location of the land mentioned in the lease agreement letter is in the east of Cirebon City (close to the beach and the Kasepuhan Palace of Cirebon), while the land that is the object of claims of the lawsuit (which the Plaintiffs call *wewengkon* or hereditary land rights of the Kasepuhan Palace of Cirebon, pursuant to the lease agreement letter), is located about 4 kilometers to the west of Kasunean Village and Kejawanan Village.

 [ISSN 2581-5369]

In order to facilitate understanding of the differences in the location of the disputed land, the Defendant has provided the court with a map that describes the locations of the disputed land, as well as the land to which the lease agreement letter referred.

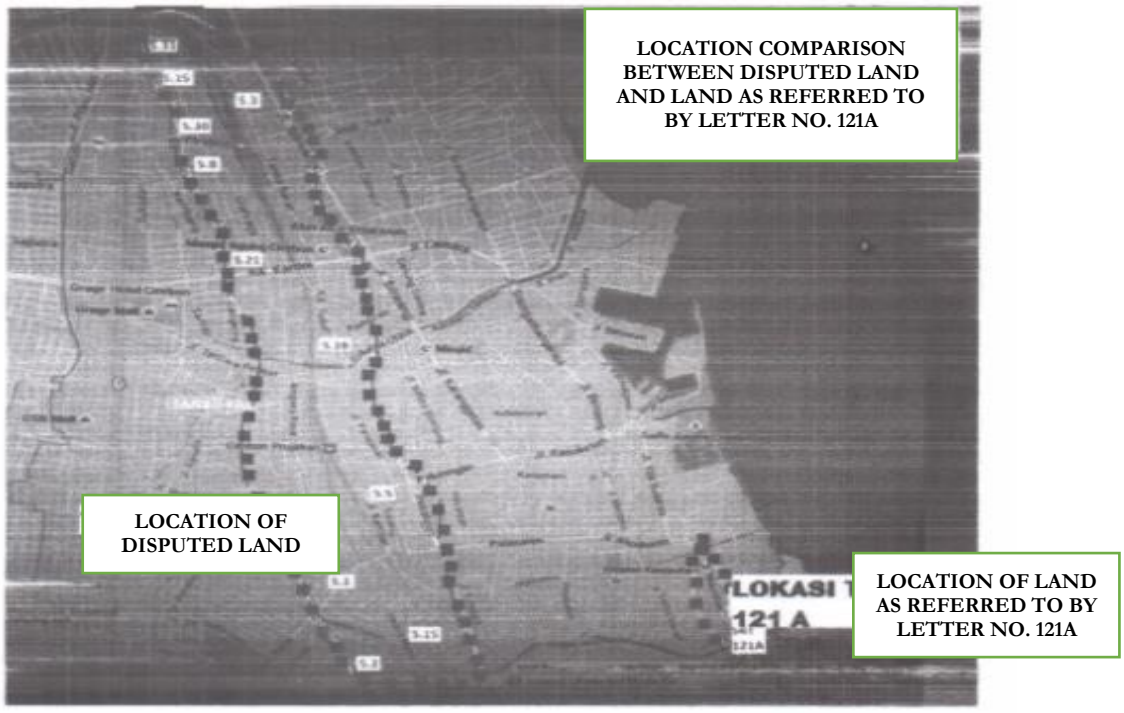


**Figure 4.1. Location of the Object of the Dispute**.

The Defendant concluded that the land object of the lawsuit, namely the land occupied and cultivated by the Plaintiffs, was not the land of the Kasepuhan Palace of Cirebon based on Lease Agreement Letter No. 121A dated July 11, 1896.

Furthermore, the Defendant submitted proof of ownership of land which is the object of dispute located around and along the railroad tracks, stretching from the north of Kejaksan Train Station (Cirebon Central Station) to the south of the Parjakan Train Station, with a total area of 556,000 sqm. The proof of the Defendant's ownership of the land is in the form of 14 usufructuary certificates with the name of the right holder being the Ministry of Transportation of the Republic of Indonesia c/o the Railway Service Company (*Perusahaan Jawatan Kereta Api*, PJKA), pursuant to Government Regulation No. 57 of 1990 in conjunction with Government Regulation No. 19 of 1998 which renamed the company to PT. Kereta Api Indonesia (Persero) (Indonesia Railway Company, LLC.).

Certificate of land ownership is strong evidence to prove ownership of land rights. This provision is contained in Article 19 paragraph (2) letter c of the Basic Agrarian Law in conjunction with Government Regulation No. 24 of 1997 Concerning Land Registration which reads: "(2) The registration referred to in paragraph (1) of this article includes: a. land

measurement, mapping, and bookkeeping; b. registration of land rights and the transfer of such rights; c. Providing proof of rights, which serves as strong evidence."

Furthermore, Article 1 point 20 of Government Regulation No. 24 of 1997 states that "Certificates are letters of proof of rights as referred to in Article 19 paragraph (2) letter c of the Basic Agrarian Law for land rights, management rights, *waqf* land, property rights to flat units, and mortgage rights, each of which has been recorded in the relevant land book". As stated above, the holder of a land title certificate has strong evidence to prove his right to a plot of land.

The judge who presided over this case decided N.O. or *Niet Ontvankelijke verklaard* (declared inadmissible) for the following reasons:

Regarding the Defendant's answer to the Plaintiff's lawsuit, which stated that the lawsuit was lacking parties (*plurium litis consortium*) because it did not include the Sultan of the Kasepuhan Palace of Cirebon as a party to the litigation, even though the 5th evidence of the subject matter stated that the object of the dispute is hereditary land occupied by the Plaintiffs, inherited from Kasepuhan Palace of Cirebon, pursuant to Lease Agreement Letter No. 121A, so that the Panel of Judges assesses and considers that it is true that there has been a vacancy of the legal party/subject that should exist, as the owner that accepts the object of the dispute, because if that party/legal subject is not mentioned in the lawsuit, then the lawsuit becomes invalid, flawed, unclear, and unfounded, regarding the who's, what's, and how's in pursuit of resolving it. Therefore, based on the construction rules and legal logic regarding the lawsuit from the legal facts above, it is clear that the Plaintiffs' lawsuit is lacking parties because it does not include the Sultan of the Kasepuhan Palace as a party of the litigation.

## IV. DISPUTE RESOLUTION OUTSIDE THE COURT

Non-litigation dispute resolution is resolving disputes by passing a constitutive decision, for example, deciding on inheritance disputes or unlawful acts. A small part of its task is to prevent disputes by imposing a declaratory court order, for example appointment of legal guardians, adoption, etc. Non-litigation, as opposed to litigation (*argumentum analogium*) serves to resolve disputes outside the court through reconciliation and dispute resolution with good contract designs. Non-litigation dispute resolution covers a very broad field and even covers all aspects of life that can be resolved legally.

Out of court dispute resolution lies outside the scope of the court dispute resolution under the law, and it can be classified as a high-quality solution due to the fact that the dispute can be completely resolved without the risk of hate and resentment. For this reason, out of court dispute

 [ISSN 2581-5369]

resolution is a solution to legal problems. Law and conscience win and subdue people's conscience, consensus maintains peace without harming anyone (Heryanti & Muryati, 2011).

Alternative Dispute Resolution (ADR) is a term that is widely used by scholars in discussing the dispute resolution process outside formal judiciary institution, such as the District Court. ADR is a dispute resolution mechanism outside the court that considers all forms of efficiency, is future-proof, and benefits all disputing parties, [16]

Dispute resolution through an ADR institution as mentioned in Law No. 30 of 1999 Concerning Arbitration and Alternative Dispute Resolution (hereinafter referred to as ADR Law) is a dispute resolution of the highest degree for the parties because it results in peace and mutually beneficial dispute resolution, colloquially known as 'win-win solution'. Stanfard M. Altschul in his book "The Most Important Legal Terms You'll Ever Need to Know" (1994), as quoted by Widnyana in her book said "ADR as a trial of a case before a private tribunal agreed to by the parties so as to save legal costs, avoid publicity, and avoid lengthy trial delays".[17] Alternative forms of dispute resolution include:

1) Alternative to adjudication, which consists of negotiation and mediation;
2) Alternative to litigation which consists of negotiation, mediation, and arbitration.

Provisions regarding to the settlement of land disputes outside the court are stipulated in the Regulation of the Minister of Agrarian Affairs and Spatial Planning/ Head of the National Land Agency No. 21 of 2020 Concerning Handling and Settlement of Land Cases, which scope covers the following list:

1) Receival and distribution of complaints;
2) Handling and settlement of disputes and conflicts;
3) Case handling;
4) Nullification or cancellation of legal products;
5) Mediation;
6) Case Handling and Resolution Team;
7) Development of case handling and resolution;
8) Monitoring, evaluation, and reporting;
9) Sanctioning, and
10) Legal protection.

[16] Dananjaya, N. S., & et.al. *Penyelesaian Sengketa Alternatif (Alternative Dispute Resolution)*. Denpasar: Fakultas Hukum Udayana, 2017

[17] Putra, D. N., & Putra, I. P. (2020). Akibat Hukum Pendaftaran Penyelesaian Sengketa Alternatif. *Jurnal Hukum Acara Perdata ADHAPER*, *6*(1), 79 - 80.

In this case, the Plaintiffs as holders of a permit to use *wewengkon* land from the Kasepuhan Palace of Cirebon, and the Defendant as the holder of a certificate of use rights over the disputed land in Kasunean Village can both file their complaints through the Complaint Reception Counter directly, or through online media organized by the Ministry of Agrarian Affairs and Spatial Planning, Regional Office of the Ministry, and Land Office.

## V. CONCLUSION

The legal basis for the rights of the Kasepuhan Palace of Cirebon over the disputed land is the Lease Agreement Letter No. 121A, dated July 11, 1896. KAI's basis for ownership of the disputed land is the Right to Use certificate. However, the Supreme Court of the Republic of Indonesia has set past rulings on similar cases that serve as precedents on this case, where the Cirebon Sultanate is recognized as the winning party, granting its rights over the disputed *wewengkon* land. Legally, the land status of Kasepuhan Palace of Cirebon is *wewengkon* land (land of hereditary rights) inherited from the Kasepuhan Sultanate of Cirebon. This has been the case since the British era, the Dutch era, the republican era, and until recently, the post-reformation era. However, the enactment of Law No. 5 of 1960 Concerning Basic Agrarian Principles (hereinafter referred to as the Basic Agrarian Law) subjected all lands to land reform, thus, transferring the rights to the state, as the land with wewengkon rights held by the Kasepuhan Palace of Cirebon was considered as swapraja or ex-swapraja (self-governing/autonomous) land, and the Sultanate was compensated for the loss caused by the land rights transfer. The pattern of dispute resolution in this case is carried out through litigation to achieve justice for the disputing parties.

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