

## Legal Review of Land Ownership Disputes in the Construction of the Nipa-Nipa Reservoir

Nurul Inayah Yusuf<sup>1</sup>, Andi Suriyaman M. Pide<sup>2</sup>, Andi Tenri Famauri<sup>3</sup>  
<sup>1,2,3</sup>Faculty of Law, Hasanuddin University, Makassar, Indonesia

---

### ARTICLE INFO

#### **Article history:**

Received Nov 16, 2022  
Revised Nov 23, 2022  
Accepted Dec 14, 2022

#### **Keywords:**

Compensation;  
Land Ownership Disputes;  
Land Procurement.

---

### ABSTRACT

This study aims to find out and analyze the causes of overlapping of some of the land owned by PT HK with the heirs and to know and analyze the legal protection of the heirs against the payment of compensation for land whose ownership is still disputed. This research uses the type of empirical legal research, in the form of legal research that functions to see the law in a real sense and examines how the law works in society. The results of this study indicate that the overlapping of some of the land owned by PT HK with the heirs is caused by a number of things, including the non-applicability of the Delimitation Contradictory principle when measuring the object of the dispute, then when a sale and purchase occurs, neither the MS nor PT HK heirs ever down to the location of the object of dispute but only buying and selling of documents related to the location of the object of dispute, and that there is no physical control by PT HK of the object of dispute and proof of ownership shown by both RM heirs and MS heirs is proof of rights long term and legal protection for recipients of compensation is an important matter in land acquisition for development in the public interest because compensation that is fair and in accordance with the rules for land acquisition for development in the public interest which has been well regulated and is clear is a benchmark regarding the level of success of the process. procurement of land for the ban use for public interest. Compensation must be given to the rightful party, in the event that the land object is in a case of ownership, compensation must be deposited at the local court (consignment) and can only be given after a court decision with permanent legal force or a deed of reconciliation.

---

### ABSTRAK

Penelitian ini bertujuan untuk mengetahui dan menganalisis penyebab terjadinya tumpang tindih atas sebagian tanah milik PT HK dengan para ahli waris dan mengetahui dan menganalisis perlindungan hukum ahli waris terhadap pembayaran ganti rugi atas tanah yang masih sengketa kepemilikannya. Penelitian ini menggunakan tipe penelitian hukum empiris, berupa penelitian hukum yang berfungsi untuk melihat hukum dalam artian nyata dan meneliti bagaimana bekerjanya hukum di lingkungan masyarakat. Hasil penelitian ini menunjukkan bahwa Tumpang tindih atas sebagian tanah milik PT HK dengan para ahli waris disebabkan oleh beberapa hal diantaranya tidak diberlakukannya asas Kontradiktur Delimitasi pada saat pengukuran objek sengketa, kemudian pada saat terjadi jual beli baik pihak ahli waris MS maupun PT HK tidak pernah turun ke lokasi objek sengketa tetapi hanya jual beli surat-surat yang berhubungan dengan lokasi objek sengketa, serta bahwa tidak adanya penguasaan fisik oleh PT HK terhadap objek sengketa dan bukti kepemilikan yang ditunjukkan baik oleh ahli waris RM maupun ahli waris MS adalah pembuktian hak-hak lama dan Perlindungan hukum bagi penerima ganti rugi adalah hal penting dalam pengadaan tanah bagi pembangunan untuk kepentingan umum karena ganti rugi yang adil dan sesuai dengan aturan pengadaan tanah bagi pembangunan untuk kepentingan umum yang telah diatur secara baik dan jelas merupakan tolak ukur mengenai tingkat keberhasilan dari proses pengadaan tanah bagi pembangunan untuk kepentingan umum. Pemberian ganti rugi harus diberikan kepada pihak yang berhak, dalam hal objek tanah sedang dalam perkara kepemilikan maka pemberian ganti rugi harus dititipkan di Pengadilan setempat (konsinyasi) dan baru dapat diberikan setelah adanya putusan pengadilan yang berkekuatan hukum tetap atau akta perdamaian.

This is an open access article under the [CC BY-NC](#) license.



---

**Corresponding Author:**

Nurul Inayah Yusuf,  
Faculty of Law,  
Hasanuddin University,  
Perintis Kemerdekaan KM. 10, Makassar, 90245, Indonesia, (0411) 586200  
Email: nurulnayinayah@gmail.com

---

## I. INTRODUCTION

One of the efforts to achieve people's prosperity and welfare, the state is present to carry out development activities that require land as land in the process or location of development. In this regard, the government carries out land acquisition activities through land acquisition and guarantees legal certainty for the implementation of said land acquisition through Law Number 2 of 2012 concerning Land Acquisition for Development for Public Interest (hereinafter referred to as the Law on Land Procurement for Development in the Public Interest). The provisions of the Law on Land Acquisition for Development for Public Interest stipulates that land acquisition for public interest aims to provide land for the implementation of development in order to improve the welfare and prosperity of the nation, state and society while still paying attention to and guaranteeing the legal interests of those entitled to land. In order to guarantee the legal interests of those entitled to land, the government provides compensation to land owners affected by land acquisition activities as well as waiver of legal relations from land owners to other parties.

The provisions of the Law on Land Acquisition for Development for Public Interest stipulates that land acquisition for public interest aims to provide land for the implementation of development in order to improve the welfare and prosperity of the nation, state and society while still paying attention to and guaranteeing the legal interests of those entitled to land. In order to guarantee the legal interests of those entitled to land, the government provides compensation to land owners affected by land acquisition activities as well as waiver of legal relations from land owners to other parties. One of the developments carried out by the government is the construction of the Nipa-Nipa Reservoir. The Nipa-Nipa Reservoir is a regulatory pool for water regulation covering three areas that border each other, namely Gowa Regency, Maros Regency and Makassar City. In the Gowa Regency area it is in Je'nemadinging Village, in the Maros Regency area it is in Moncongloe Lappara Village, in the Makassar City area it is in Manggala Village. The reservoir, which is mostly located in Maros Regency, is intended to reduce the risk of flooding, especially in Makassar City.

The Nipa-Nipa Reservoir has an inundation area of 83.93 hectares and a capacity of 2.74 million cubic meters. The way these reservoirs work is to temporarily store water during peak floods and flow it back through the Moncongloe River to the lower Tallo River. Through these efforts, it is hoped that this reservoir will have an impact and benefit from reducing the risk of flooding in six sub-districts, namely Pattalassang District, Moncongloe District, Manggala District, Panakkukang District, Tallo District, and Tamalanrea District (Wikipedia, 2021). The Nipa-Nipa Reservoir was built from 2015 to 2019 under the responsibility of the Pompengan Jeneberang River Basin Center (BBWS) with construction costs sourced from the State Revenue and Expenditure Budget (APBN) (Munsir, 2022).

The practice of land acquisition for the public interest that has occurred so far has sometimes led to problems not only regarding the determination of the value of compensation for the land acquired but also regarding land ownership disputes both between communities and between communities and legal entities. As with land acquisition for the Nipa-Nipa Reservoir project, there was a land ownership dispute between the heirs of RM and PT. HK. The object of the dispute is land

located in Mangempang Hamlet, Moncongloe Lappara Village, Moncongloe District, Maros Regency. According to the statement of the heirs that during his lifetime, RM owned a plot of land with an area of approximately 3,200 M<sup>2</sup> which was recorded in the book Detailed Persil 16 S III Kohir Number 224 CI on behalf of RM which was also cultivated by himself from 1964 to 2015 as stated in the Ownership Statement. Land and No Dispute issued by the Head of Moncongloe Lappara Village.

At the time of land acquisition through land acquisition for the construction of the Nipa-Nipa Reservoir, the heirs only found out that the person registered as the recipient of compensation for land acquisition of 19,375 M<sup>2</sup> was PT HK because it was part of the Building Use Rights Certificate Number 02190/Moncongloe Lappara issued on in 2014. The heirs claim that their land area of 3,200 M<sup>2</sup> is located on a land area of 19,375 M<sup>2</sup> which is part of the Building Use Rights Certificate owned by PT HK. Regarding this matter, RM's heirs filed an objection to PT HK, the Committee for Land Procurement of the Maros Regency National Land Agency (hereinafter referred to as BPN Maros) and the Pompengan-Jeneberang Regional Office for consignment to the Maros District Court based on Maros District Court Decree No. : 112/Pdt.P/2019/Pn.Mrs.

Whereas it turned out that the object of dispute covering an area of 19,375 M<sup>2</sup> was also claimed by the Heirs of MS, Heirs of JM and SK. Because there are several other parties who claim land that is registered in the Building Use Rights Certificate owned by PT HK, BPN Maros measures and returns field data on the disputed land by presenting the heirs of RM, MS, AH and SK heirs. So the result is that the area of land owned by RM's heirs is 4,149 M<sup>2</sup> and is located on land owned by PT HK. Meanwhile, the land belonging to the heirs of MS, AH and SK are located in the North, South and East sides of the land object owned by PT HK. Against other parties who also claim the object of the dispute, PT HK provides recognition through the Deed of Peace without involving RM's heirs as parties who claim the disputed land so that RM's heirs file a lawsuit with the Case Register Number: 20/Pdt.G /2020/Pn.Mrs between RM heirs and MS heirs because both claim the same object of dispute as their ownership. However, the Maros District Court ruled that the claim by RM's heirs was unacceptable (Niet Ontvankelijke Verklaard). So that based on this decision, RM's heirs submitted a subpoena to BPN Maros which was copied to the Maros District Court not to carry out payments because still allows for a re-claim.

When RM's heirs wanted to explore reconciliation efforts with PT HK, BPN Maros provided a recommendation or letter of introduction to the Maros District Court for payment of the 19,375 M<sup>2</sup> consignment object on behalf of PT HK. This is contrary to Article 42 of the Law on Land Acquisition for Development for Public Interest which stipulates that "safekeeping of compensation in the District Court is also carried out in the event that the object of land acquisition to be given compensation is still in dispute over ownership". So that for this problem, RM's heirs filed a lawsuit again with the Maros District Court with the Case Register Number: 46/Pdt.G/2020/Pn.Mrs where the plaintiff claims that the land area of 4,149 M<sup>2</sup> which is part of the Building Use Right Certificate Number 02190 /Moncongloe Lappara which is registered under the name of PT HK is owned by his parents and has never been sold or transferred to another party. As for the decision of the Maros District Court Number: 46/Pdt.G/2020/Pn.Mrs which was decided on March 15, 2021 then based on the decision of the Maros District Court, PT HK (Defendant I), Heirs MS (Defendant II), and the Head of the Maros Regency Land Agency Office (Defendant V) filed an appeal and it was decided by Appeal Decision Number: 161/PDT/2021/PT.Mks dated 19 August 2021,

Then the High Court decision was filed for cassation by the heirs of MS (originally Defendant II or Appellant II) and the Head of the Maros Regency Land Agency (originally Defendant V or Appellant V) because MS's heirs did not accept the Makassar High Court's decision which upheld the District Court's decision Maros on the grounds that according to MS's heirs as Defendant II the disputed land object covering an area of 4,149 M<sup>2</sup> belongs to him because it is inherited from his parents so he is also entitled to receive compensation for land acquisition. Based on these problems, there has been overlapping ownership of land rights over the same disputed object and is

still in the process of cassation. The occurrence of overlapping disputes over the ownership of land rights over the same object of dispute in the nipa-nipa reservoir land acquisition project also has an impact on the payment of compensation for land acquisition because land acquisition compensation has been paid for land whose ownership is still disputed.

## II. RESEARCH METHODS

The type of research used is the type of empirical legal research, that is a type of legal research that functions to see the law in a real sense and research how the law works in society. (Irwansyah & Yunus, 2015). Data obtained through both primary and secondary research activities were analyzed qualitatively and then presented descriptively, namely by explaining, describing and describing the problems and their solutions which are closely related to this writing. The use of qualitative analysis techniques includes all research data that has been obtained from interviews and documentation studies, in order to form a description that supports the qualifications of this study so that it can solve the object of the problems studied.

## III. DISCUSSION RESULTS

### 1. **Causes of Overlapping of Part of Owned Land Between PT HK and the Heirs Land Ownership Dispute Case Between PT HK and the Heirs**

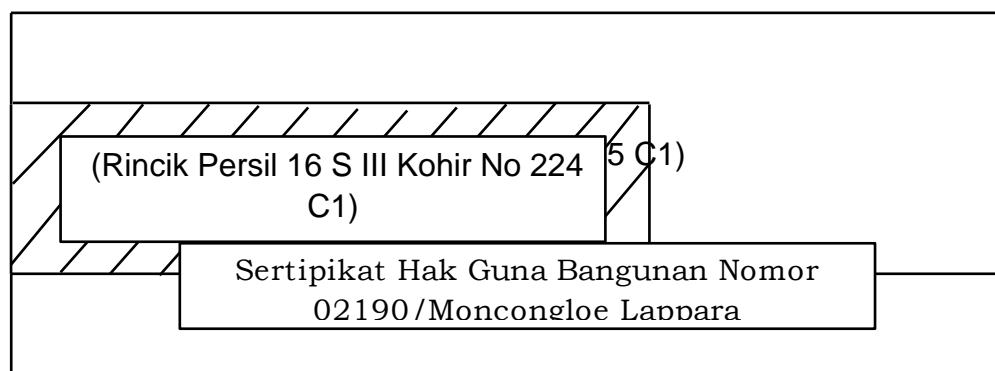
The beginning of the land ownership dispute between PT HK and the heirs was during the acquisition of land for the construction of the Nipa-Nipa Reservoir in 2016, RM's heirs had prepared all the documents to serve as the basis for compensation payments. RM's heirs claim that on the land that will be acquired for the construction of the Nipa-Nipa Reservoir, there is also land belonging to his father with an area of approximately 3,200 M<sup>2</sup> which is recorded in the book Detailed Persil 16 S III Kohir Number 224 C1 on behalf of RM which has also been cultivated by himself since 1964 to 2015 according to the Statement of Land Ownership and No Dispute issued by Mr. Mansyur, SH, as Head of Moncongloe Lappara Village at that time.

At the time of processing all documents to be submitted as a basis for payment of compensation, the heirs of RM just found out that the one registered as the recipient of compensation for land acquisition for the construction of the Nipa-Nipa Reservoir is PT HK because the land area of 19,375 M<sup>2</sup> to be compensated is part of the Title Certificate Building Use Number 02190/Moncongloe Lappara issued in 2014 on behalf of PT HK. RM's heirs claim that their land area of 3,200 M<sup>2</sup> is located on a land area of 19,375 M<sup>2</sup> for which compensation will be paid to PT HK. However, apart from RM's heirs, the disputed land area of 19,375 M<sup>2</sup> was also claimed by several other parties including MS's heirs, JM's heirs, and SK. Between RM's heirs and MS's heirs, each claims the same plot of land. According to one of MS's heirs, the land claimed by RM's heir belongs to him because it is part of the total area of 10,000 M<sup>2</sup> which he inherited from his parents as also recorded in the book Rincik Persil 16 S I Kohir Number 225 C1 on behalf of MS (MS, 2022).

That on the recommendation of BPN Maros, measurement and designation of the respective location of the disputed object were carried out by presenting the heirs of RM and heirs of MS. At the time of measurement and designation of the respective locations, the result was that the land claimed by the heirs of RM was 4,149 M<sup>2</sup> and each heir of RM and MS heirs pointed to the same location area. The scheme for overlapping land ownership between PT HK and the heirs is as follows:

<b>RM HEIRS</b>	<b>MS HEIRS</b>	<b>PT HK</b>
Rincik Persil 16 S III Kohir No. 224 C1. Area After Measurement: ± 4.149 M <sup>2</sup>	Rincik Persil 16 S I Kohir No. 225 C1. Large : ± 10.000 M <sup>2</sup>	Building Use Right Certificate No. 02190/ Moncongloe Lappara. Large: 138.372 M <sup>2</sup>

**Figure 1.** Overlapping Land Situation



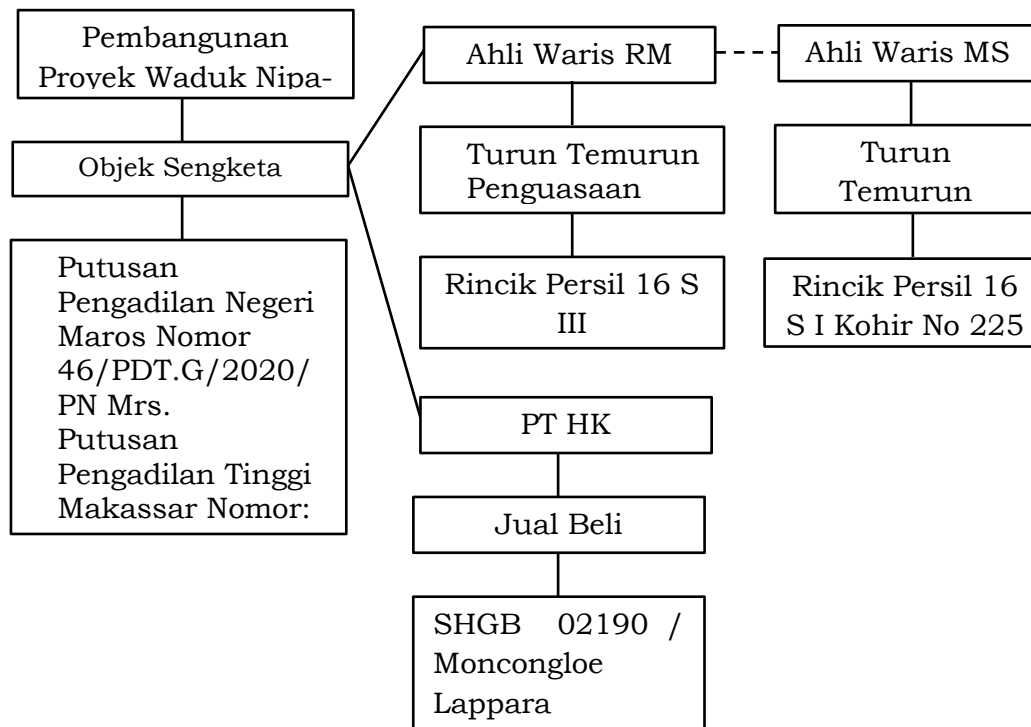
Source: Primary data processed in 2022

Based on the claims of MS's heirs, RM's heirs filed a lawsuit at the Maros District Court on June 24 2020 with Case Number 20/PDT.G/2020/PN Mrs by placing MS's heirs as the defendant with a ruling that the plaintiffs' claim was unacceptable. (Niet Ontvankelijke Verklaard) (Putusan Pengadilan Negeri Maros , 2020). Based on this decision, RM's heirs filed a subpoena to BPN Maros which was copied to the Maros District Court not to make payments because the NO decision (Niet Ontvankelijke Verklaard) still allows for a lawsuit to be filed again. When RM's heirs wanted to explore peace efforts with PT HK, the Maros Regency National Land Agency provided a recommendation or letter of introduction to the Maros District Court to make payment for the object of the 19,375 M<sup>2</sup> consignment determination on behalf of PT HK. So that for this problem, RM's heirs again filed a lawsuit at the Maros District Court by placing PT HK as the owner of the Building Use Rights Certificate Number 02190/Moncongloe Lappara, MS's heirs, other parties who also claim the land belonging to PT HK (expert heir JM and SK), BPN Maros and Balai Besar Region Pompengan-Jeneberang South Sulawesi.

Based on the decision of the Maros District Court, PT HK (Defendant I), the heirs of MS (Defendant II) and the Head of BPN Maros (Defendant V) then filed an appeal and it was decided on August 19, 2021 with Appeal Decision Number: 161/PDT/2021 /PT Mks with the following verdict:

- a. Received an appeal from the Legal Counsel of the original comparators of the Defendants;
- b. Strengthen the decision of the Maros District Court Number: 46/Pdt/G/2020/PN.Mrs dated 18 March 2021 which is being appealed (Putusan Pengadilan Tinggi Makassar , 2021).

The cases of Overlapping Land Ownership can be described in the following scheme:



**2. There is Overlapping of Part of Owned Land Between PT HK and the Heirs**

Land disputes can arise due to complaints from a party, whether a person or a legal entity, with objections and demands for land rights, both regarding land status and ownership (Murad, 2001). Land disputes can arise due to several factors such as land tenure without rights, boundary disputes, multiple certificates, errors in delineating boundaries, and also overlapping. According to Mr. Suhendra, the factors causing land disputes that occurred in the Maros BPN Office area were:

- a. The land object is not physically controlled by the right holder;
- b. Land boundaries are not well maintained;
- c. The land owner does not know the exact location of his land;
- d. Acknowledgment of ownership based on old documents;
- e. Imperfect certificate issuance process (Suhendra, 2022)

In addition to the factors mentioned above, Mr. Suhendra also explained that the trigger for land ownership disputes could also be caused by factors arising from the local village office, namely the absence of administrative action to record in the Land Ownership Taxpayer Register Book regarding certified lands, so that sometimes the local village office issues a second Certificate of Land History on land that has been certified or land that has not been certified but the local village head has previously made a Statement Letter.

Land disputes can become land disputes if the land dispute is resolved by the judiciary. To become a land case, parties who object to the status of the land or its ownership can submit a lawsuit to the District Court or the State Administrative Court. The time period for filing a lawsuit over a land is regulated in Article 32 PP 24/1997 that:

- a. A certificate is a letter of proof of rights which is valid as a strong means of proof regarding the physical data and juridical data contained therein, as long as the physical data and juridical data are in accordance with the data contained in the measurement letter and land title book concerned.
- b. In the event that a certificate has been issued for a parcel of land in the name of a person or legal entity who acquired said land in good faith and actually controls it, then other parties who feel they have rights over said land can no longer demand the implementation

of said rights if the time 5 (five) years since the issuance of the certificate has not filed a written objection to the certificate holder and the Head of the Land Office concerned or has not filed a lawsuit with the Court regarding land ownership or the issuance of the certificate.

According to the provisions of Article 32 paragraph (2) PP 24/1997 mentioned above, within five years if there is no legal action by another party on the certificate, the validity and ownership of the certificate can no longer be challenged. However, in the case of overlap of part of the land owned by PT HK and the heirs, the Building Use Rights Certificate owned by PT HK which was issued in 2014 was sued by RM's heirs in 2020 and has received a decision number: 46/PDT.G/ 2020/PN Mrs. This is contrary to Article 32 paragraph (2) PP 24/1997 where if referring to this rule, the panel of judges can decide that the claim of the heirs of RM cannot be accepted (Niet Ontvankelijke Verklaard) because it has expired or exceeded the deadline for filing a claim on land, namely five years after the issuance of the certificate.

According to Mr. Nasrul Kadir, SH., MH, implementing or not implementing a statutory regulation is the right and authority of a judge. It is possible for judges to assume that Article 32 paragraph (2) PP 24/1997 does not provide benefits to society and will distance them from the values of justice. In this case, the judge is not only tasked with applying the rules as they are but also how the application of these regulations can bring about justice (Kadi, 2022). Thus, according to the author, by not implementing Article 32 paragraph (2) PP 24/1997, in his consideration it is the right of a judge as long as this can provide benefits and justice for other parties who feel they own the land and will be proven before the court. If Article 32 paragraph (2) PP 24/1997 is applied from the start by the judge, especially in this case, then the right to sue for someone will be lost and other parties who claim the object of the dispute will be harmed.

In Decision Number: 46/PDT.G/2020/PN Mrs, the Panel of Judges concluded that the main issue that had to be proven in this case was "Is the object of dispute which is now the Nipa-Nipa Reservoir belonging to the plaintiff's parents, namely RM so that against the plaintiff's object of dispute is entitled to compensation payments or the disputed object belonging to MS". The Panel of Judges needs to consider further about this case because each party claims the object of the dispute as their own by showing different proofs of ownership and originating from different acquisition histories. RM's heirs as the Plaintiff showed Detail Persil 16 S III Kohir Number 224 CI which was registered in the name of RM which was initially ± 3,200 M<sup>2</sup> but after measurements and returns of field data, the land object of the dispute became 4,149 M<sup>2</sup> as per the Situation Map made by BPN Maros which was signed by the Head of the Cadastral Measurement and Mapping Sub-Section on July 31 2018. Whereas during his lifetime, RM worked on the object of the dispute by planting rice from 1964 to 2015 as stated in the Declaration of Land Ownership and No Dispute issued by the Head of Moncongloe Lappara Village at that time.

Based on the author's analysis, the measurement process carried out by BPN Maros, both at the time of issuance of the PT HK certificate and measurements for the procurement of land for the construction of the Nipa-Nipa Reservoir, did not fulfill the Contradictory Delimitation Principle. The Delimitation Contradictory Principle is a principle that requires holders of land rights to pay attention to the placement, determination, and maintenance of land boundaries based on the agreement of interested parties, in this case neighbors. The Delimitation Contradictory Principle requires prospective right-holders to place boundary signs at each corner point of the boundary and be approved by the bordering party and there must be a delimitation prior to measurement by the Office of the National Land Agency.

Indonesia's land registration system is a negative publication system with positive tendencies. Negative means that the existing information, if it turns out to be incorrect, can still be changed and corrected, while positive means that the land registration officers are not passive, that is, they do not simply accept what is submitted and said by the parties requesting registration. Executing officers are required to provide evidence as necessary against the registered land rights to prevent

confusion (Hardhani, 2019). Land registration in Indonesia based on Article 1 paragraph (1) PP 24/1997 is:

“Land registration is a series of activities carried out by the Government continuously, continuously and regularly, including collection, processing, bookkeeping, and presentation and maintenance of physical data and juridical data, in the form of maps and lists of land parcels and apartment units, including issuance of certificates of proof of title for plots of land that already have rights and ownership rights to apartment units as well as certain rights that burden them”.

Land registration is expected to provide guarantees of legal certainty as stipulated in Article 19 of the UUPA that:

- a. To guarantee legal certainty, the government will conduct land registration in all regions in Indonesia according to the provisions stipulated by government regulations.
- b. The registration referred to in paragraph (1) of this article includes:
  - a) Measurement, mapping, and bookkeeping of land;
  - b) Registration of land rights and transfer of said rights;
  - c) Provision of letters of proof of rights, which are valid as a strong means of proof.

Based on Article 19 above, the guarantee of legal certainty as the purpose of land registration includes certainty of the status of registered rights (Property Rights, Cultivation Rights, Building Use Rights, Use Rights, Management Rights, Mortgage Rights, or Ownership Rights over Flats Units), certainty the subject of the right (individual or legal entity) as well as the certainty of the object of the right (the location of the land, the boundaries of the land, and the size of the land area). Therefore, in order to guarantee legal certainty to holders of land rights, it is hoped that landowners will immediately register or convert their land ownership from a means of proving old rights to a means of proof in the form of a certificate in accordance with the conversion provisions stipulated in the UUPA and emphasized. back in Article 96 PP 18/2021. Land registration not only guarantees legal certainty to holders of land rights, but can also provide convenience to the Land Office to carry out an orderly administration in order to prevent disputes over land ownership so that there are no more doubts in the community about the guarantee of control and ownership of land rights.

This is in line with the opinion of Sudikno Mertokusumo who argues that legal certainty is a legal guarantee that must be carried out and rights respected, in this case, namely legal certainty in guaranteeing the ownership of someone's land rights that are violated, therefore an orderly administration is very important to implement. In the above case, the judge decided that the object of dispute covering an area of 4,149 M<sup>2</sup> was legally owned by the late RM because based on Persil 16 S III Kohir No. 224 CI, Statement of Land Ownership and No Dispute issued by the Head of Moncongloe Lappara Village, as well as physical possession by the late RM and his descendants.

According to the author, with the Delimitation Contradictory principle not being applied when measuring the object of dispute, then when the sale and purchase occurred, both the heirs of MS and PT HK never went down to the location of the object of dispute, but only bought and sold documents related to the location of the object of dispute and that the absence of physical control by PT HK of the disputed object and the evidence of ownership shown by both the RM heirs and MS heirs is proof of old rights, has resulted in overlapping of some of the land owned by PT HK with the heirs so that this is clear resulting in legal uncertainty for holders of land rights where this is not expected with the aim of carrying out land registration in Indonesia.

#### IV. CONCLUSION

The overlap of some of the land owned by PT HK with the heirs was caused by a several of things including the non-applied principle of Contradictory Delimitation at the time of measuring the object of dispute, then when a sale and purchase occurred, both the heirs of MS and PT HK

never came to the location of the object of dispute. but only the sale and purchase of documents related to the location of the object of dispute, and that there is no physical control by PT HK of the object of dispute and proof of ownership shown by both RM heirs and MS heirs is evidence of old rights, has resulted in overlapping part of the land owned by PT HK with the heirs so that this clearly resulted in legal uncertainty for the holders of land rights where this was not expected for the purpose of carrying out land registration in Indonesia. To prevent disputes over land ownership, it is not only necessary for the role of the government, in this case the National Land Agency, to carry out its duties, especially those relating to the issuance of certificates with the principles of prudence, legal certainty and transparency, but also requires public awareness, especially those who still hold evidence. old owners to immediately register their land rights.

## References

- Putusan Pengadilan Negeri Maros , Nomor: 20/PDT.G/2020/PN Mrs. (Maros Maret senin, 2020).
- Putusan Pengadilan Tinggi Makassar , Nomor: 161/PDT/2021/PT Mks (Makassar agustus senin, 2021).
- Hardhani, V. M. (2019). *Tanggung Jawab Kepala Kantor Pertanahan Atas Penerbitan Sertifikat Ganda (Studi Putusan Nomor 67/G/2017/PTUN.SMG)*, Tesis, Magister Kenotariatan. Malang: Fakultas Hukum Universitas Brawijaya.
- Irwansyah, & Yunus, A. (2015). *Penelitian Hukum Pilihan Metode & Praktik Penulisan Artikel, Edisi Revisi*. Yogyakarta: Mirra Buana Media.
- Kadi, N. (2022, November Kamis). Wawancara penulis bersama Bapak Nasrul Kadir, SH., MH selaku Hakim di Pengadilan Negeri Maros. (N. I. Yusuf, Interviewer)
- MS, A. w. (2022, September Selasa). Duduk Perkara Sengketa Kepemilikan Tanah Antara PT HK dan Para Ahli Waris. (N. I. Yusuf, Interviewer)
- Munsir, I. (2022, Januari Kamis). *Waduk Nipa-Nipa*. Retrieved Maret Jumat, 2022, from <https://news.detik.com:https://news.detik.com/berita/d-5907180/makassar-3-hari-diguyur-hujan-waduk-nipa-nipa-penahan-banjir-nyaris-penuh>
- Murad, R. (2001). *Penyelesaian Sengketa Hukum Atas Tanah*. Bandung: Alumni.
- Suhendra. (2022, November Rabu). Wawancara penulis bersama Bapak Suhendra, SH, selaku Kepala Seksi Pengendalian Dan Penanganan Sengketa Kantor Pertanahan Kabupaten Maros. (N. I. Yusuf, Interviewer)
- Wikipedia. (2021, Desember Senin). *Kolam Regulasi Nipa-Nipa*. Retrieved Maret Selasa, 2022, from [https://id.wikipedia.org:https://id.wikipedia.org/wiki/Kolam\\_Regulasi\\_Nipa-Nipa](https://id.wikipedia.org:https://id.wikipedia.org/wiki/Kolam_Regulasi_Nipa-Nipa)