

Pacta Sunt Servanda And The Social Function Of Land In Disputes Over The Utilisation Of Telecommunication Tower Space

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Abstract

The utilisation of land for telecommunications infrastructure may generate tension between contractual certainty and the interests of communities directly affected by spatial development. This study examines the application of the pacta sunt servanda principle in a land lease agreement for a telecommunications tower in Desa Penggung, Boyolali, and analyses the social function of land as a juridical limitation on contractual rights, while formulating a justice-oriented dispute resolution framework. The research employs an empirical juridical method with a qualitative approach. Data were obtained through in-depth interviews, document studies, and field observations, and were analysed using the Miles and Huberman interactive model. The findings demonstrate that the land lease agreement between PT Dayamitra Telekomunikasi Tbk and the landowner remains legally binding; however, its implementation cannot be regarded as absolute because land utilisation is subject to public safety, spatial planning, and the social function of land. The dispute further reveals deficiencies in meaningful community participation, verification of several administrative requirements, compensation mechanisms, and spatial risk mitigation. Mediation has been initiated but has not produced a mutually acceptable settlement. The study concludes that contractual certainty must be balanced with community protection through meaningful public participation, regulated compensation, and risk-mitigation clauses in land-use agreements, thereby strengthening legal certainty, justice, and public welfare.

I. Introduction

Indonesia is an archipelagic country with abundant natural resources, with millions of hectares of land distributed across various regions and serving as one of the main assets for national development (Kharisma et al., 2025). Land is not only utilised as a space for people to live (Bakker, 2023), but also possesses economic value that continues to increase alongside population growth, the expansion of residential areas, infrastructure development, and the growth of business activities (Asmarani, 2024). These characteristics make land an object that frequently gives rise to disputes, as each party has an interest in acquiring, utilising, or maintaining control over a particular parcel of land (Rambe, 2019). Data from the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) indicate that from October 2024 to October 2025, a total of 6,015 land disputes, conflicts (Qanita, 2025), and cases were received nationally. A total of 3,019 cases, or 50.02%, were successfully resolved, while the remaining 3,006 cases were still undergoing resolution, meaning that, on average, approximately 16 land cases had to be handled by the government each day. Arina Widya Kurniawati, "Setahun Menteri Nusron: Selesaikan 3.019 Kasus Pertanahan, Cegah Kerugian Rp9,67 Triliun," Kementrian Agraria dan Tata Ruang Badan Pertanahan Nasional, 2025.

This phenomenon demonstrates that land management is concerned not only with ownership, but also with maintaining a balance between individual interests, public interests, and national development (Astiti et al., 2015). The constitutional basis concerning state control over agrarian resources is stipulated in Article 33 paragraph (3) of the Undang-Undang Dasar Negara Republik Indonesia Tahun 1945, which provides (Soeprijanto, 2023): "Bumi dan air dan kekayaan alam yang terkandung di dalamnya dikuasai oleh negara dan dipergunakan untuk sebesar-besar kemakmuran

rakyat (Siti Nazla, 2023)."

The constitutional mandate is subsequently elaborated through Article 2 paragraphs (1), (2), and (3) of Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria (UUPA).

paragraph (1)

"Atas dasar ketentuan dalam Pasal 33 ayat (3) Undang-Undang Dasar dan hal-hal sebagai yang dimaksud dalam Pasal 1, bumi, air dan ruang angkasa, termasuk kekayaan alam yang terkandung di dalamnya itu pada tingkatan tertinggi dikuasai oleh Negara, sebagai organisasi kekuasaan seluruh rakyat."

paragraph (2)

"Hak menguasai dari Negara termaksud dalam ayat (1) pasal ini memberi wewenang untuk:

- a. mengatur dan menyelenggarakan peruntukan, penggunaan, persediaan dan pemeliharaan bumi, air dan ruang angkasa tersebut (Fakhrurrozi et al., 2025)
- b. menentukan dan mengatur hubungan-hubungan hukum antara orang-orang dengan bumi, air dan ruang angkasa;
- c. menentukan dan mengatur hubungan-hubungan hukum antara orang-orang dan perbuatan-perbuatan hukum yang mengenai bumi, air dan ruang angkasa."

paragraph (3)

"Wewenang yang bersumber pada hak menguasai dari Negara tersebut pada ayat (2) pasal ini digunakan untuk mencapai sebesar-besar kemakmuran rakyat dalam arti kebangsaan, kesejahteraan dan kemerdekaan dalam masyarakat dan Negara hukum Indonesia yang merdeka, berdaulat, adil dan makmur (Roziqin et al., 2024)."

This Article grants the state the authority to regulate the designation, use, availability, and maintenance of land, water, and space, together with the legal relationships arising from them, in order to realise the prosperity of the people. Land rights granted to individuals are also not absolute, as Article 6 of UUPA stipulates that "Semua hak atas tanah mempunyai fungsi sosial." (Rafie, 2024) This provision demonstrates that land utilisation must take into account the interests of society at large, meaning that the exercise of land rights must not disregard the rights, safety, or comfort of other parties.

With reference to UUPA, state control over land, water, and space is regulated through Article 2 paragraphs (1), (2), and (3). This regulation is consistent with Article 3 of Undang-Undang Nomor 26 Tahun 2007 tentang Penataan Ruang, which provides that (Sudarmanto et al., 2024):

"Penyelenggaraan penataan ruang bertujuan untuk mewujudkan ruang wilayah nasional yang aman, nyaman, produktif, dan berkelanjutan berlandaskan Wawasan Nusantara dan Ketahanan Nasional."

This provision demonstrates that spatial utilisation is directed not only towards supporting economic development, but also towards ensuring the protection of society, environmental sustainability, and a balance between public interests and investment interests (Sumarsono, 2021).

Provinsi Jawa Tengah is one of the regions experiencing relatively rapid development of residential, commercial, industrial, and infrastructure areas, resulting in a continuous increase in the demand for land (Rahayu et al., 2024). One of the regencies experiencing such development is Kabupaten Boyolali, which occupies a strategic position as a supporting area of Solo Raya as well as a connecting route between Kota Surakarta, Kabupaten Semarang, Kabupaten Klaten, Kabupaten Sragen,

and Daerah Istimewa Yogyakarta (Prawatya, 2013). This position has encouraged increased economic activity, investment, and telecommunications infrastructure development to meet the communication needs of the public (Setyomurni & Junaidi, 2026). The utilisation of land through lease arrangements for the construction of telecommunication towers has also increasingly been adopted as an alternative means of providing land by telecommunications infrastructure providers (Armaijn et al., 2024).

To provide legal certainty for the construction and operation of telecommunication towers, Pemerintah Kabupaten Boyolali enacted Peraturan Daerah Kabupaten Boyolali Nomor 9 Tahun 2023 tentang Menara Telekomunikasi (Rufaida et al., 2025). The local regulation was established to regulate the provision, construction, placement, utilisation, licensing, development, and supervision of telecommunication towers so that they comply with spatial planning, fulfil the aspects of safety, security, utility, and environmental compatibility, while also providing legal protection for tower providers and the public. Although a legal framework is available under Perda Boyolali Nomor 9 Tahun 2023, the utilisation of land through lease agreements may still give rise to disputes if the construction is perceived as diminishing the sense of safety, disturbing the surrounding environment, or failing to involve the community in a meaningful manner (Saifuddin & Danardono, 2024).

One dispute reflecting this issue occurred in Desa Penggung, Kecamatan Boyolali, Kabupaten Boyolali, Jawa Tengah. The dispute originated from a lease agreement for 225 m² of land signed on 14 March 2023 between the landowner and a telecommunications infrastructure provider as the basis for the construction of a telecommunication tower. The agreement was valid for 11 years, commencing from the date of signing until 14 March 2034. The legal relationship, which initially operated on

the basis of an agreement between the parties, subsequently gave rise to objections from the surrounding community, who considered that the presence of the telecommunication tower could affect the sense of safety and comfort within the residential environment. The objections developed into a dispute after the community issued Somasi I dated 29 April 2026, containing a demand for compensation amounting to Rp500,000,000 together with a request for the demolition of the telecommunication tower. The demand was reiterated through Somasi II dated 18 May 2026, accompanied by a threat to file a Perbuatan Melawan Hukum (PMH) claim if the community's demands were not fulfilled. The facts obtained from the case reveal a conflict between the legal certainty arising from the lease agreement and the community's demand for protection of safety, security, and spatial utilisation that is aligned with the public interest. Although the agreement was lawfully executed and remains valid until 2034, the presence of the telecommunication tower continues to be rejected by the community, giving rise to questions concerning the limits of the binding force of an agreement when its implementation gives rise to objections from the community surrounding the leased property.

This issue gives rise to three fundamental legal questions: first, how does the binding force of the principle of *pacta sunt servanda* operate in a land lease agreement for the construction of a telecommunication tower when its implementation is rejected by the community? Second, how does the social function of land under Article 6 of UUPA operate as a limiting principle on the exercise of rights arising from a contract? Third, what would constitute an ideal dispute resolution formulation for balancing contractual certainty and the social function of land in the utilisation of space for telecommunication towers?

Article 1338 paragraph (1) of Kitab Undang-Undang Hukum Perdata provides

that 'Semua persetujuan yang dibuat secara sah berlaku sebagai undang-undang bagi mereka yang membuatnya.' This provision constitutes the principle of *pacta sunt servanda*, which confers binding force upon every agreement entered into by the parties. However, land utilisation is also limited by the social function of land rights and spatial planning provisions aimed at safeguarding the interests of the community. The intersection between the binding force of an agreement and the demand for protection of the community's rights to safety and orderly spatial utilisation gives rise to a legal issue that requires further examination. This article argues that resolving such disputes requires an integrative approach that positions the social function of land as a constitutional limitation on the exercise of contractual rights, while also formulating policies for meaningful public participation and compensation mechanisms for affected communities.

2. Research Method

This research employs an empirical juridical research method with a qualitative approach. The selection of this method is based on the objective of the research, namely to examine the application of legal norms as they develop within society through empirical facts arising from the dispute over the spatial utilisation of a telecommunication tower in Desa Penggung, Kabupaten Boyolali, Provinsi Jawa Tengah. Data were collected through three techniques, namely in-depth interviews, document studies, and field observations. Semi-structured interviews were conducted with parties involved in the construction of the tower, residents, and regional officials responsible for issuing permits for the construction, using interview guidelines to enable the researcher to obtain comprehensive information concerning the chronology of the dispute, the implementation of the lease agreement, the process of issuing somasi, and the parties' views regarding dispute resolution. Document studies were conducted to identify the conformity of the facts with the applicable legal provisions

through an examination of legal documents, legislation, correspondence, and other supporting documents (Widiarty, 2021). Field observations were conducted to obtain a factual overview of the location of the disputed object, the environmental conditions surrounding the telecommunication tower, and the social situation of the community in relation to spatial utilisation. Data analysis employed the Miles and Huberman interactive model, comprising data reduction, data presentation, and conclusion drawing. Data reduction was conducted through the process of selecting, grouping, and simplifying information obtained from interviews, observations, and document studies in accordance with the focus of the research. The reduced data were then presented systematically in narrative form, enabling the relationship between empirical facts and legal norms to be understood comprehensively (Muhaimin, 2020). The final stage involved drawing conclusions by comparing the empirical findings with positive legal provisions, the principle of *pacta sunt servanda*, the social function of land, and the theories employed as the analytical foundation.

3. Results and Discussion

A. Contractual Certainty (*Pacta Sunt Servanda*) and the Social Function of Land within the Framework of Agrarian Law

1. Analysis of the Binding Force of the Land Lease Agreement and the Principle of Social Function

An agreement constitutes a legal relationship arising from the consent of two or more parties to create rights and obligations that are legally binding. Such a legal relationship serves as the basis for the parties in exercising their rights and fulfilling the obligations that have been mutually agreed upon (Harahap, 2024). The development of telecommunications infrastructure through land lease arrangements is likewise inseparable from the existence of an agreement as the basis for granting land utilisation rights to telecommunication tower providers. The validity of an agreement is

determined by the fulfilment of the requirements stipulated in Pasal 1320 Kitab Undang-Undang Hukum Perdata, which provides that (Utami, 2020): "Untuk sahnya suatu persetujuan diperlukan empat syarat, yaitu sepakat mereka yang mengikatkan dirinya, kecakapan untuk membuat suatu perikatan, suatu pokok persoalan tertentu, dan suatu sebab yang tidak terlarang."

An agreement that fulfils these requirements subsequently acquires binding force pursuant to Pasal 1338 ayat (1) Kitab Undang-Undang Hukum Perdata, which provides that: "Semua persetujuan yang dibuat secara sah berlaku sebagai undang-undang bagi mereka yang membuatnya." This provision constitutes the *asas pacta sunt servanda*, which requires all parties to perform the terms of the contract consistently and in good faith, as stipulated in Pasal 1338 ayat (3) Kitab Undang-Undang Hukum Perdata (Pribadi, 2025).

The application of this principle is reflected in the Perjanjian Sewa Menyewa Lahan between PT Dayamitra Telekomunikasi Tbk and the landowner in Desa Penggung, which was signed on 14 March 2023. The agreement grants the company the right to utilise 225 m² of land as the site for the construction of a telecommunication tower for a period of 11 (eleven) years, commencing from 14 March 2023 until 14 March 2034. The right to utilise the land arises as a consequence of the agreement between the parties, thereby providing the company with a legal basis to carry out the construction of the telecommunication tower in accordance with the object, duration, and provisions stipulated in the agreement (Noerdin et al., 2026).

The results of the author's interview with Bapak Aditya Purba Nugraha as a party involved in the construction of the telecommunication tower explain that:

"Kita bisa membangun menara tower atas adanya kerja sama yang dibuat melalui perjanjian sewa dengan pemilik lahan. Seluruh proses telah dijelaskan dan dikoordinasikan

bersama Pemerintah Kabupaten Boyolali sesuai kewenangannya. Apabila muncul permasalahan, seharusnya penyampaian keberatan maupun somasi tidak hanya ditujukan kepada perusahaan karena pembangunan telah dilaksanakan berdasarkan standar kontrak yang telah disepakati.” (Wawancara, 27 Juli 2026 pukul 09.43 WIB).

This statement demonstrates that PT Dayamitra Telekomunikasi Tbk views the agreement as the principal basis for the implementation of the telecommunication tower construction. This perspective indicates that the company considers all contractual obligations to have been fulfilled in accordance with the agreement between the parties (Subekti et al., 2025). However, the binding force of a contract does not depend solely on the fulfilment of the validity requirements of an agreement as stipulated in Kitab Undang-Undang Hukum Perdata, but must also comply with public law provisions governing the construction and operation of telecommunication towers. Pasal 24 ayat (1) Peraturan Daerah Kabupaten Boyolali Nomor 9 Tahun 2023 tentang Penyelenggaraan Menara Telekomunikasi provides that: "Setiap Penyedia Menara yang akan melakukan pembangunan Menara wajib memenuhi Perizinan Berusaha."

Ketentuan tersebut dipertegas dalam Pasal 24 ayat (2) yang menetapkan bahwa: "Perizinan Berusaha sebagaimana dimaksud pada ayat (1) meliputi persyaratan dasar Perizinan Berusaha dan Perizinan Berusaha Berbasis Risiko. Persyaratan dasar Perizinan Berusaha meliputi:

- a. Persetujuan Kesesuaian Kegiatan Pemanfaatan Ruang;
- b. Persetujuan Lingkungan; dan
- c. Persetujuan Bangunan Gedung dan Sertifikat Laik Fungsi."

These provisions demonstrate that a civil contract does not constitute the sole basis for the implementation of the construction, as administrative obligations must still be fulfilled by the tower provider before construction may be carried out. These

obligations are further reinforced through Pasal 36 ayat (2) huruf a Peraturan Daerah Kabupaten Boyolali Nomor 9 Tahun 2023, which provides that the tower provider is required to:

- a. memenuhi syarat pembangunan Menara serta Perizinan Berusaha sebagaimana dimaksud dalam Pasal 24 sampai dengan Pasal 29;
- b. menempatkan Menara sesuai lokasi yang telah ditentukan berdasarkan Perizinan Berusaha sesuai ketentuan peraturan perundang-undangan;
- c. bertanggung jawab terhadap segala akibat yang timbul dari pelaksanaan pembangunan Menara, termasuk kerugian yang timbul akibat robohnya Menara;
- d. melaksanakan tanggung jawab sosial sesuai ketentuan peraturan perundang-undangan."

The series of provisions demonstrates that contractual certainty cannot be separated from compliance with spatial planning regulations, public safety, and the social responsibility of companies as providers of telecommunication towers. This view differs from the results of the author's interview with Khoirul, a resident of Desa Penggung, who stated:

"Kasus di Boyolali selalu berkaitan dengan tower, baik legal maupun ilegal. Baru-baru ini terjadi di Desa Penggung, tower yang dibangun sangat dekat dengan permukiman warga sehingga menurut masyarakat tidak berada pada zona yang aman. Apabila terjadi sesuatu yang tidak diinginkan, masyarakat yang tinggal di sekitar tower menjadi pihak yang paling terdampak." (Wawancara, 29 Juli 2026 pukul 13.00 WIB).

The differing views of the two informants indicate that the subject matter of the dispute does not lie in the validity of the Land Lease Agreement, but rather in the exercise of rights arising from the contract (Yolanda et al., 2025). The company considers that the construction has complied with the contractual provisions and

administrative requirements, whereas the community questions the suitability of the construction site in terms of safety, spatial utilisation, and the protection of residents living around the tower. The Elucidation of Pasal 2 Peraturan Daerah Kabupaten Boyolali Nomor 9 Tahun 2023 explains that the provision of telecommunications towers is organised based on the principles of safety, security, utility, fairness and equality, legal certainty, as well as aesthetics and harmony with the environment. The principle of safety is intended to ensure that the provision of telecommunications towers consistently prioritises the safety of both the community and tower providers, whereas the principle of aesthetics and harmony requires the utilisation of space to be compatible with the surrounding environment. This provision demonstrates that legal certainty for tower providers must operate in balance with the protection of the community as the party directly affected by the construction of telecommunications towers. The dispute demonstrates that the binding force of a contract cannot be regarded as an absolute right.

Table 1.

Fulfilment of Licensing Requirements for the Construction of a Telecommunications Tower in Desa Penggung

No.	Type of Requirement	Legal Basis	Fulfilment Status	Remarks
1	Land Lease Agreement	Pasal 1320 KUH Perdata	Fulfilled	Made on 14 March 2023, valid for 11 years
2	Persetujuan Kesesuaian Kegiatan Pemanfaatan Ruang (PKKPR)	Pasal 24 ayat (2) huruf a Perda Boyolali No. 9/2023	Requires Verification	
3	Persetujuan Lingkungan	Pasal 24 ayat (2) huruf b Perda Boyolali No. 9/2023	Requires Verification	
4	Persetujuan Bangunan Gedung	Pasal 24 ayat (2) huruf c Perda Boyolali No. 9/2023	Requires Verification	

5	Sertifikat Laik Fungsi	Pasal 24 ayat (2) huruf c Perda Boyolali No. 9/2023	Requires Verification	
6	Community Participation	Pasal 60 UU No. 26/2007	Not Yet Optimal	Only involved RT/RW representatives, did not involve residents directly affected
7	Corporate Social Responsibility	Pasal 36 ayat (2) huruf d Perda Boyolali No. 9/2023	Not Yet Implemented	
8	Spatial Planning Risk Mitigation	Perda Boyolali No. 9/2023	Not Yet Implemented	

Source: Processed by the author from Peraturan Daerah Kabupaten Boyolali Nomor 9 Tahun 2023 tentang Menara Telekomunikasi, as well as interview data and field observations in Desa Penggung, Kabupaten Boyolali (2026).

Table 1 presents the results of an examination of the fulfilment of the administrative and licensing requirements for the construction of a telecommunications tower based on Peraturan Daerah Kabupaten Boyolali Nomor 9 Tahun 2023. The table demonstrates that although the Land Lease Agreement has fulfilled the validity requirements as a civil contract, several public requirements have not yet been fulfilled optimally, particularly in terms of meaningful community participation and the implementation of corporate social responsibility. The fulfilment status of licensing documents such as Persetujuan Kesesuaian Kegiatan Pemanfaatan Ruang (PKKPR), Persetujuan Lingkungan, and Sertifikat Laik Fungsi, which remains unverified, indicates that the construction of the tower still leaves administrative gaps that may potentially weaken its operational legitimacy in the eyes of the community. Accordingly, this table confirms that the binding force of a contract does not automatically extinguish the public-law obligations that must be fulfilled by the tower provider as a form of compliance with spatial planning and community protection.

2. Analysis of Community Demands as a Manifestation of the Social Function of Land

The rights arising from the Land Lease Agreement do indeed grant PT Dayamitra Telekomunikasi Tbk the authority to utilise the land as the site for the construction of a telecommunications tower. However, the exercise of such rights remains subject to the social function of land, meaning that their implementation must not cause harm or diminish the sense of safety of the community surrounding the construction site. The author's interview with the Head of Desa Penggung, namely bapak Suyamto, explained that:

"Kita sudah memberitahu masyarakat sebelum pembangunan dilakukan. Pemerintah desa hanya memanggil perwakilan masyarakat, yaitu para Ketua RT dan Ketua RW setempat, untuk mencapai kesepakatan yang menjadi dasar dibuatnya Perjanjian Sewa Menyewa Lahan dan kontrak yang kemudian disahkan berdasarkan Peraturan Daerah Kabupaten Boyolali." (Wawancara, 29 Juli 2026 pukul 13.00 WIB).

This provision demonstrates that the provision of telecommunications towers is not solely oriented towards fulfilling administrative licensing requirements, but also aims to ensure that the construction site is in accordance with the spatial plan and does not cause disruption to the community. The suitability of spatial utilisation is an inseparable part of protecting the interests of the community as the party living alongside the existence of the telecommunications tower. In contrast to the statement of the village government, the author's interview with Ibu Eni Sukarni as a directly affected resident stated that:

"Saya tidak setuju dengan pembangunan tower ini karena merugikan warga. Saya kaget waktu bangun pagi sudah banyak alat berat berada di halaman tanpa izin. Tanaman yang saya tanam di dekat lokasi tower juga terkena lumpur akibat pekerjaan pembangunan." (Wawancara, 29 Juli 2026 pukul 13.00 WIB).

The losses experienced by the community, whether in the form of disruption to

land, plants, or environmental comfort, constitute matters that must be taken into account as consequences of spatial utilisation. This research finds that the community's demands through Somasi I and Somasi II constitute a manifestation of the social function of land as regulated in Pasal 6 UUPA. The community's objections are not directed towards cancelling the Land Lease Agreement, but rather towards obtaining protection of the right to live safely, a proper environment, and spatial utilisation that provides balanced benefits (Dewi & Khadiyanta, 2015). According to John Rawls' Theory of Justice, the benefits of development should also be experienced by the community as the party directly affected (*difference principle*), rather than only by the company and the landowner. Meanwhile, based on Gustav Radbruch's Theory of Legal Certainty, contractual certainty cannot be maintained absolutely if the exercise of rights arising from the contract instead diminishes utility and the community's sense of justice (Rama Anuggrah et al., 2023). It can be concluded that the dispute in Desa Penggung demonstrates that the principle of *pacta sunt servanda* nevertheless has limits, namely the social function of land, utility, and justice as the principal objectives of agrarian law.

B. The Conflict between Pacta sunt servanda and the Social Function of Land

The conflict between the principle of *pacta sunt servanda* and the social function of land began to emerge after the construction of a telecommunications tower in Desa Penggung gave rise to differing interests between the parties bound by the agreement and the community directly affected. The Land Lease Agreement has provided legal certainty for PT Dayamitra Telekomunikasi Tbk and the landowner based on the principle of *pacta sunt servanda*. However, the exercise of such rights has been opposed by the majority of the community because it is considered not to have fully taken into account the social function of land, the suitability of spatial utilisation, and the protection of residents' sense of security. The author's data collection shows that out of 34 heads of households residing within a radius surrounding the

telecommunications tower site, only 14 heads of 15 heads of households (44.12%) stated that they supported the construction of the telecommunications tower, while 19 heads of households (55.88%) expressed objections to the existence of the tower. These findings demonstrate that the majority of the community considers that the construction has not provided benefits that are experienced equally by the affected residents.

Table 2. Voting on the Number of Heads of Households Agreeing and Disagreeing with the Existence of the Tower

Number	Percentage	Heads of Households
34	100%	Agree
15	44.12%	Disagree
19		55.88%

Source: Processed by the author from interview data and document studies in Desa Penggung, Kabupaten Boyolali (2026).

Table 2 presents the voting on approval conducted by the author through the heads of RT and RW by visiting each affected head of household directly at their respective homes. According to the heads of RT and RW, this method was more effective because it could prevent the decisions of each head of household from being influenced by other residents, thereby allowing each affected head of household to provide their vote truthfully.

Table 3. Comparison of the Principles of *Pacta sunt servanda* and the Social Function of Land

Aspect	<i>Pacta sunt servanda</i>	Social Function of Land
Legal Basis	Pasal 1338 ayat (1) KUH Perdata	Pasal 6 UUPA (Undang-Undang No. 5 Tahun 1960)
Source of Law	Hukum Perdata (Privat)	Hukum Agraria (Publik)
Legal Subjects	Para Pihak dalam Kontrak	Negara, Masyarakat, dan Pemegang Hak
Objective	Kepastian Hukum dan Keamanan Kontrak	Keseimbangan Kepentingan Individu dan Masyarakat
Nature	Mengikat secara Horizontal	Mengikat secara Vertikal dan Horizontal

Limitation	Itikad Baik (Pasal 1338 ayat (3) KUH Perdata)	Kepentingan Umum dan Keselamatan Publik
Implementation in the Case	PT Dayamitra berhak membangun tower berdasarkan kontrak 11 tahun	Masyarakat menuntut perlindungan rasa aman melalui Somasi I dan II
Impact of the Conflict	Perusahaan memegang legitimasi kontraktual	Mayoritas warga (55,88%) menolak keberadaan tower

Source: Processed by the author from KUHPPerdata Pasal 1338 ayat (1), UUPA Pasal 6, as well as interview data and document studies in Desa Penggung, Kabupaten Boyolali (2026).

Table 3 presents a systematic comparison between the principle of *pacta sunt servanda*, which originates from civil law, and the principle of the social function of land mandated under agrarian law. This comparison demonstrates that the two principles have different starting points, legal bases, and objectives, yet both converge in the exercise of rights over land. In the case in Desa Penggung, the principle of *pacta sunt servanda* provides legal legitimacy for PT Dayamitra Telekomunikasi Tbk to construct and operate the tower based on a valid contract, whereas the social function of land instead constitutes the juridical basis for the community to demand protection of their sense of security and environmental comfort. This table reinforces that the tension that has arisen is not a conflict between valid and invalid law, but rather a conflict between the certainty of a private contract and the protection of public interests of a constitutional nature, thereby requiring a proportional approach to resolving the dispute that has arisen.

1. Analysis of the Tension between Contractual Certainty and Public Safety

The principle of *pacta sunt servanda* is a fundamental principle in contract law which requires each party to fulfil all rights and obligations as agreed in the contract (Suhayati et al., 2025). This principle provides legal certainty that a legally valid agreement must be obeyed and performed by the parties without intervention from other parties (Nurwanto & Hanifah, 2022). The application of this principle can be

seen in the Land Lease Agreement between PT Dayamitra Telekomunikasi Tbk and the landowner in Desa Penggung, which constitutes the legal basis for the construction of the telecommunications tower until 2034. From the perspective of civil law, the company has obtained legitimacy to utilise the leased object in accordance with the contents of the agreement. However, such contractual certainty subsequently comes into conflict with the interests of the community, which considers that the existence of the telecommunications tower raises concerns regarding safety, environmental comfort, and the sustainability of the living space of the community surrounding the construction site.

The results of the author's interview with Bapak Hariyono as a resident of Desa Penggung explain that:

"Kalau hujan sudah tidak bisa tidur. Kami terpaksa berjaga di pos ronda untuk memantau keadaan tower. Kalau terjadi sesuatu atau terlihat ada tanda-tanda yang membahayakan, kami langsung membunyikan kentongan supaya warga bisa segera berkumpul. Intinya kami semua hidup dalam rasa takut." (Wawancara, 29 Juli 2026 pukul 13.00 WIB).

This statement demonstrates that the implementation of a contract that is legally valid does not necessarily create a sense of security for the community as the party residing around the construction site. This research finds that the fear expressed by the community demonstrates a difference between the legal certainty possessed by the company through the contract and the legal certainty expected by the community in the form of protection of the safety of life and the environment in which they live. Legal certainty is not only measured by the fulfilment of the contents of the agreement, but also by the ability of the law to provide protection to every legal subject affected by the implementation of the contract.

The norm demonstrates that the tower provider is not only obliged to fulfil the contents of the contract with the landowner, but is also responsible for all consequences experienced by the community as a consequence of spatial utilisation. This research finds that such provision constitutes a juridical limitation on the application of the principle of *pacta sunt servanda* because contractual certainty cannot be separated from the obligation to protect public interests (Renngur, 2025). According to Gustav Radbruch's Theory of Legal Certainty, the law is built upon three values, namely certainty (*rechtssicherheit*), justice (*gerechtigkeit*), and utility (*zweckmäßigkeit*) (Hakim, 2017). Radbruch's Formula explains that legal certainty may be set aside when its application gives rise to manifest injustice. The facts of the research demonstrate that the company has indeed obtained legal certainty through a valid contract, but the community continues to live with concerns regarding their safety. This condition demonstrates that contractual certainty cannot be maintained absolutely if it diminishes the values of justice and utility in law (Hotta, 2025). According to John Rawls' Theory of Justice, particularly the difference principle, infrastructure development should provide the greatest benefit to the parties directly affected. In reality, the economic benefits are received more by the company and the landowner, whereas the community instead bears the psychological burden in the form of fear and concerns regarding safety (Wahyu, Dhody AR. Widjajab, 2025). This research finds that such imbalance is the reason why the principle of *pacta sunt servanda* must be understood proportionally. Contractual certainty must still be respected, but its implementation must not disregard the social function of land, public safety, and the community's right to obtain fair legal protection (Firdaus, 2025).

2. Analysis of the Social Function as a *Limiting Principle* in Spatial Utilisation Contracts

The Land Lease Agreement grants the parties the right to implement all contents of the contract in accordance with the agreement that has been made. The validity of

the contract creates legal certainty for PT Dayamitra Telekomunikasi Tbk as the lessee and the landowner as the party leasing out the land. Nevertheless, the rights arising from the contract cannot be exercised without limitation because the utilisation of land is also subject to agrarian law. The legal relationship created through the contract must still take into account the interests of the community, the suitability of spatial utilisation, and the objectives of spatial planning. The social function of land serves as a measure for assessing whether the implementation of the contract remains within the legal framework or instead produces consequences that diminish the rights of the community surrounding the construction site. The results of the author's interview with Bapak Aditya Purba Nugraha as a representative of PT Dayamitra Telekomunikasi Tbk explain that:

"Menurut saya, tuntutan ganti rugi itu tidak masuk akal karena sebenarnya pembangunan menara telekomunikasi bertujuan mempermudah masyarakat memperoleh sinyal komunikasi yang lebih baik. Kami tidak membangun untuk membahayakan masyarakat, tetapi untuk meningkatkan pelayanan telekomunikasi." (Wawancara tanggal 27 Juli 2026 pukul 09.43 WIB).

This statement demonstrates that the company views the construction of the telecommunications tower as part of the provision of infrastructure that provides benefits to the community. The existence of the tower is expected to improve the quality of communication networks so as to support educational activities, public services, trade, and the community's need for access to information. From the company's perspective, the implementation of the construction has followed the agreed contract and the applicable licensing mechanisms, so that the existence of the tower is considered to have complied with legal provisions. This research finds that the benefits stated by the company cannot indeed be ignored because the development of telecommunications infrastructure has become one of the needs of

society in the digital era. However, the success of development is not only measured by the availability of better communication networks, but also by the ability of such development to maintain a balance between investment interests and the rights of the community living around the construction site. If the economic and public service benefits are only experienced by certain parties, while the affected community continues to experience concerns regarding safety and environmental comfort, then the objective of spatial utilisation has not been fully achieved. This basis is in line with Pasal 33 ayat (3) Undang-Undang Dasar Negara Republik Indonesia Tahun 1945 which emphasises that: "Bumi dan air dan kekayaan alam yang terkandung di dalamnya dikuasai oleh negara dan dipergunakan untuk sebesar-besar kemakmuran rakyat."

The meaning of "sebesar-besar kemakmuran rakyat" demonstrates that every utilisation of land must produce benefits for the community at large. The State does not merely provide space for investment activities, but is also obliged to ensure that the use of land does not diminish the community's right to obtain a safe and proper environment. This provision is further elaborated in Pasal 2 ayat (2) UUPA which stipulates that:

"Hak menguasai dari negara memberi wewenang untuk:

- a. mengatur dan menyelenggarakan peruntukan, penggunaan, persediaan, dan pemeliharaan bumi, air, serta ruang angkasa;
- b. menentukan dan mengatur hubungan-hubungan hukum antara orang dengan bumi, air, dan ruang angkasa;
- c. menentukan dan mengatur hubungan-hubungan hukum antara orang dan perbuatan hukum yang mengenai bumi, air, dan ruang angkasa."

This provision demonstrates that the State has the authority to control spatial

utilisation so that it remains aligned with the interests of the community. This research finds that the existence of a contract does not eliminate the State's authority to supervise the use of land (Resosudarmo et al., 2019). A valid contract may still have its implementation evaluated if spatial utilisation gives rise to issues that are contrary to the objectives of State control over land. This view is also consistent with Pasal 3 Undang-Undang Nomor 26 Tahun 2007 tentang Penataan Ruang which states that the implementation of spatial planning aims to realise a national territorial space that is safe, comfortable, productive, and sustainable. This objective demonstrates that infrastructure development does not merely pursue economic productivity, but must also provide guarantees of safety and comfort for the community as users of space. According to John Rawls, justice is achieved when the benefits of development are also experienced by groups that receive the greatest impact (*difference principle*). This perspective demonstrates that the company, as the party obtaining economic benefits, has a moral and legal responsibility to ensure that the surrounding community also receives benefits without being burdened with disproportionate risks (Mediawati, 2024). Meanwhile, Gustav Radbruch explains that legal certainty cannot be separated from the values of justice and utility. A contract does indeed provide certainty for investors, but such certainty must operate alongside the protection of the community as the party that also experiences the consequences of spatial utilisation. Based on this analysis, the social function of land serves as a *limiting principle* that limits the exercise of the rights and obligations of the parties in spatial utilisation contracts (Danandjojo et al., 2026). Such limitation does not eliminate the binding force of the agreement, but rather ensures that the implementation of the contract remains aligned with the objectives of agrarian law, namely creating a balance between investment interests, legal certainty, justice, and the community's rights to a safe, comfortable, and sustainable living space (Wardhani, 2025).

C. Alternative Dispute Resolution and Justice-Based Policy Recommendations

1. Analysis of Dispute Resolution Efforts and the Factors Hindering Them

The telecommunications tower construction dispute in Desa Penggung was not immediately directed towards resolution through litigation. The community, village government, company, and Pemerintah Kabupaten Boyolali have sought to find a resolution through communication and mediation so that the dispute could be resolved without disregarding the interests of each party. This step demonstrates that deliberation remains the primary option before pursuing a civil lawsuit or a Perbuatan Melawan Hukum as stated in Somasi II. The results of the author's interview with Bapak Suyamto as the Head of Desa Penggung conveyed that:

"Pemerintah desa sudah menghubungi Pemerintah Kabupaten Boyolali untuk memfasilitasi mediasi antara masyarakat dengan pihak perusahaan. Harapan kami persoalan ini dapat diselesaikan melalui musyawarah sehingga tidak berlanjut ke proses pengadilan karena semua pihak sebenarnya ingin memperoleh penyelesaian yang baik." (Wawancara tanggal 29 Juli 2026 pukul 13.00 WIB).

This statement demonstrates that the village government has performed its function as a facilitator by bringing together the parties to the dispute. The involvement of Pemerintah Kabupaten Boyolali also demonstrates that the issue is no longer related to the civil relationship between the company and the landowner, but has developed into a spatial utilisation dispute requiring government intervention as the authority responsible for spatial planning matters. This effort is in line with Pasal 66 Undang-Undang Nomor 26 Tahun 2007 tentang Penataan Ruang which stipulates that (Jatmiko, 2025): "Penyelesaian sengketa penataan ruang pada tahap pertama diupayakan berdasarkan prinsip musyawarah untuk mufakat."

This provision demonstrates that the resolution of spatial planning disputes

must prioritise dialogue before resorting to judicial mechanisms. Deliberation serves as a means of bringing together the interests of the community, government, and business actors in order to obtain a solution that provides legal certainty while maintaining orderly spatial utilisation. This mechanism is also in line with Pasal 6 ayat (1) Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa which emphasises that: "Sengketa atau beda pendapat perdata dapat diselesaikan oleh para pihak melalui alternatif penyelesaian sengketa yang didasarkan pada itikad baik dengan mengesampingkan penyelesaian secara litigasi di Pengadilan Negeri."

This research finds that these two provisions demonstrate that mediation is not merely a procedural stage, but an instrument for building mutual understanding among the parties. However, the mediation process in Desa Penggung has not yet resulted in an agreement because each party continues to uphold its respective interests. The company relies on the validity of the Land Lease Agreement and the licences that have been obtained, whereas the community continues to demand safety guarantees, compensation for the impact of the construction, and protection of their residential environment. These differing positions have caused the room for compromise to become increasingly narrow (Bakker, 2023). Analysis using John Rawls' Theory of Justice demonstrates that the dispute resolution process is not only measured by whether an agreement is reached, but also by the existence of equal opportunities for all parties to express their interests. The facts of the research demonstrate that the community feels that its involvement only occurred after the construction had taken place, causing the community's bargaining position to be weaker than that of the company. This condition demonstrates that *meaningful participation* has not operated optimally since the planning stage of the construction. Meanwhile, Gustav Radbruch's Theory of Legal Certainty explains that dispute

resolution must produce a balance between legal certainty, justice, and utility. Mediation that only maintains the validity of the contract without accommodating the interests of the community will not produce sustainable legal certainty (Hutabarat, 2025). Conversely, a resolution capable of integrating the interests of investors, government, and community will create legal certainty that is more just. Based on this analysis, the main obstacle to resolving the dispute in Desa Penggung does not lie in the unavailability of a mediation mechanism, but rather in the failure to reach common ground regarding the protection of community rights, the form of compensation for the impact of the construction, and the balance between contractual certainty and the social function of land. This situation has caused the mediation process to be unable to produce an agreement acceptable to all parties.

2. Analysis of Justice-Based Policy Recommendations and Legal Certainty

The dispute over the construction of the telecommunications tower in Desa Penggung demonstrates that the fulfilment of contractual and administrative requirements has not been fully capable of preventing conflicts arising from spatial utilisation. The Land Lease Agreement made based on the principle of *pacta sunt servanda* does indeed provide legal certainty for the company and the landowner. However, there is currently no regulation that expressly requires a mechanism for protecting communities directly affected by the construction of telecommunications infrastructure (Iswantoro & Luthviati, 2021). This research finds that resolving the issue is not sufficient through mediation alone, but requires policy improvements so that infrastructure development can continue without diminishing the community's right to a safe and proper living space. The first policy that needs to be implemented is to require meaningful public participation (*meaningful participation*) before the issuance of approval for spatial utilisation or the signing of a Land Lease Agreement. Thus far, community involvement has often only been carried out through the

provision of information to environmental representatives, meaning that residents who are directly affected have not yet been given the opportunity to express their approval or objections. Such regulation is consistent with Pasal 60 huruf b Undang-Undang Nomor 26 Tahun 2007 tentang Penataan Ruang which states that the community has the right to "menikmati pertambahan nilai ruang sebagai akibat penataan ruang."

This right is not only interpreted as an economic benefit, but also encompasses the right to obtain space that is safe, comfortable, and in accordance with the interests of the community (R.Jung, 2019). This research finds that local government needs to establish a documented public consultation procedure as a requirement before a construction permit is issued so that community participation does not stop at the provision of information, but produces consent that can be properly accounted for. The second policy is to establish regulations concerning compensation for communities affected by the construction of telecommunications towers. Current legislation mainly regulates the legal relationship between tower providers and the government or landowners, whereas forms of compensation for the surrounding community have not yet been regulated in detail.

This research finds that local government needs to establish compensation standards covering damage to plants, disruption to access, pollution resulting from construction activities, as well as forms of environmental restoration where losses occur. Such regulation will provide legal certainty for both the community and business actors so that dispute resolution does not depend on negotiations which often result in differences in interpretation. The third policy is to integrate spatial planning risk mitigation clauses into every Land Lease Agreement for the construction of telecommunications infrastructure. Such clauses may include the company's obligation to conduct periodic evaluations of construction safety, provide

a public complaints channel, carry out periodic technical inspections, and submit the results of such inspections to the local government and surrounding community. This research finds that such clauses will expand the function of the contract, which initially only regulates the relationship between the company and the landowner, into an instrument for protecting the community as a party that also receives the impact of the construction. This concept is in line with Pasal 1338 ayat (3) Kitab Undang-Undang Hukum Perdata which stipulates (Silalahi & Octavia, 2026): "Perjanjian harus dilaksanakan dengan itikad baik."

Good faith is not only manifested through the implementation of the contents of the contract, but also through the willingness of the parties to prevent losses from arising to the community, which is not a party to the agreement. John Rawls' perspective demonstrates that fair public policy must provide the greatest benefit to groups that receive the greatest impact (*difference principle*). The construction of telecommunications towers does indeed provide benefits in the form of improved communication network quality, but such benefits must be balanced with protection for communities living around the construction site. Meanwhile, Gustav Radbruch explains that legal certainty is not only possessed by investors as holders of contracts, but must also be experienced by the community as users of space. Regulations that only provide protection to one party will produce partial legal certainty and have the potential to give rise to agrarian conflicts in the future. Based on this analysis, this research finds that it is necessary to establish policies integrating meaningful public participation, regulations on compensation for affected communities, and risk mitigation clauses in every spatial utilisation contract. Such policies will strengthen the balance between the principle of *pacta sunt servanda* and the social function of land so that legal certainty not only protects the interests of investors, but also guarantees the community's rights to safety, comfort, and equitable spatial utilisation.

4. Conclusion

Desa Penggung, Kabupaten Boyolali provides an illustration that the utilisation of land for the development of telecommunications infrastructure is not only related to the civil legal relationship between the landowner and the tower provider, but is also related to the interests of the community directly affected by it. The research findings indicate that the Land Lease Agreement between PT Dayamitra Telekomunikasi Tbk and the landowner, which was lawfully executed, remains legally binding based on the principle of *pacta sunt servanda* as regulated in Pasal 1338 Kitab Undang-Undang Hukum Perdata. However, the applicability of this principle is not absolute because the exercise of rights arising from the agreement remains subject to the social function of land as regulated in Pasal 6 UUPA. The dispute over the construction of a telecommunications tower in Desa Penggung demonstrates a conflict between contractual certainty and the protection of community interests. The company considers that the construction was carried out on the basis of a valid agreement and complied with administrative requirements, whereas the community considers that the existence of the tower has the potential to interfere with their sense of security, environmental comfort, and the conformity of spatial utilisation. This condition demonstrates that legal certainty in a contract cannot be viewed solely from the fulfilment of the rights and obligations of the parties, but must also take into consideration the values of justice and utility for the community affected by the development. The social function of land serves as a limiting principle on the application of the principle of *pacta sunt servanda* in spatial utilisation. Rights obtained through an agreement must still be exercised by taking into consideration the public interest, public safety, and the objectives of spatial planning that are safe, comfortable, productive, and sustainable. The settlement of the dispute in Desa Penggung demonstrates that meaningful community participation mechanisms,

information transparency, and mediation between the company, government, and residents are important elements to ensure that infrastructure development not only provides legal certainty for business actors, but also realises social justice for the surrounding community.

References

- Armaijn, L., Darmayanti, D., Sonia, B., & Rochmat, H. (2024). Kajian Hukum Asas Itikad Baik Pada Perjanjian Sewa Menyewa Tanah Pertanian (Studi Kasus Di Desa Ketitang, Kabupaten Boyolali). *Diponegoro Law Journal*, 2(14), hlm.310.
- Astiti, T. I. P., Kartika, G. A. P., & Dewi, A. A. I. A. A. (2015). Implementasi Pasal 33 Ayat 3 UUD 1945 dalam Berbagai Perundang-Undangan tentang Sumberdaya Alam. *Udayana Master Law Journal*, 4(1), hlm.73.
- Bakker, L. (2023). Social Sciences & Humanities Open Custom and violence in Indonesia ' s protracted land conflict. *Social Sciences & Humanities Open*, 8(1), hlm.100624. <https://doi.org/10.1016/j.ssaho.2023.100624>
- Dewi, R. S., & Khadiyanta, P. (2015). Persepsi Masyarakat Terhadap Lokasi Rencana Pembangunan Simpang Lima Kedua Di Kecamatan Pedurungan, Kota Semarang. *Ruang*, 1(3), hlm.148.
- Fakhrurrozi, M., Rahmatiar, Y., & Abas, M. (2025). Kajian Hukum Tata Negara Terhadap Perlindungan Hak Atas Tanah Dalam Konteks UU No. 5 Tahun 1960. *Jurnal Ilmu Hukum*, 11(5), hlm.151.
- Firdaus, M. B. (2025). Dialektika Keadilan, Kepastian, Kemanfaatan Hukum dalam Perspektif Gustav Radbruch pada Hukum Indonesia. *Jurnal Kajian Hukum Dan Kebijakan Publik*, 3(1), hlm.91.
- Hakim, A. (2017). Measuring the Sense of Justice in Civil Judge Decision Based on Pancasila State Law. *Jurnal Hukum dan Peradilan*, 6(1), hlm.373.
- Harahap, A. N. M. (2024). Analisis Perbedaan Perikatan Yang Lahir Demi Undang-. *Jurnal Ilmu Hukum*, 2(1), hlm.226.
- Hotta, A. Y. (2025). Understanding The Principle Of Legal Certainty Through The Construction Of Legal Positivism Reasoning. *Jurnal Hukum Dehasen*, 1(1), hlm.25.
- Hutabarat, S. (2025). Harmonisasi Hukum Kontrak dan Dampaknya Pada Hukum Kontrak Indonesia. *Jurnal Unsrat: Lex Administratum*, 1(3), hlm.112-134.
- Jatmiko, E. H. (2025). Penerapan Asas Kebebasan Berkontrak dalam Kontrak Bisnis di Indonesia. *ukum Inovatif: Jurnal Ilmu Hukum Sosial dan Humaniora*, 2(3), hlm.114.
- Kharisma, B. U., Sularso, P., Priambada, B. S., Agustiwi, A., & Wulandari, S. (2025). Agrarian Land Policy On Land In Indonesia Post Regional Autonomy. *MEDIA KEADILAN Jurnal Ilmu Hukum*, 4(1), hlm.132.
- Kurniawan, K., & Wahyu Handayani, S. (2025). Kepastian dan Keadilann Hak Atas Tanah di Indonesia: Analisis Komprehensif Hak Atas Tanah di Indonesia. *Jurnal Ilmu Hukum*,

- Sosial, dan Hukum*, 3(5), hm.6960.
- Kurniawati, A. W. (2025). *Setahun Menteri Nusron: Selesaikan 3.019 Kasus Pertanahan, Cegah Kerugian Rp9,67 Triliun*. KEMENTERIAN AGRARIA DAN TATA RUANG BADAN PERTANAHAN NASIONAL.
- Mediawati, N. F. (2024). Keabsahan Kontrak Sistem Administrasi Badan Hukum. *juridiksi yudisial*, 4(9), hlm.97-110.
- Muhaimin. (2020). Metode Penelitian Hukum. In *Sustainability (Switzerland)* (Cet.I, Vol. 11, Nomor 1). Mataram University Press.
- Noerdin, E. S., Minabari, A., & Noerdin, A. E. (2026). Legal Classification of Non-Donation CSR Funds in Village Financial Governance. *USM Journal*, 9(2), hlm.1458-1482.
- Nurwanto, A., & Hanifah, I. (2022). Tinjauan Yuridis Asas Pacta Sunt Servanda Dalam Perjanjian Pembiayaan Kredit Kendaraan Bermotor (Study Komparatif KUH Perdata Dan Undang- Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Tentang Perlindungan Konsumen). *Iuris Studia: Jurnal Kajian ...*, 3(3), hlm.283.
- Prawatya, N. A. (2013). Perkembangan Spasial Kota-Kota Kecil Di Jawa Tengah. *Jurnal Wilayah dan Lingkungan*, 1(1), hlm.17. <https://doi.org/10.14710/jwl.1.1.17-32>
- Pribadi, A. K. (2025). Implikasi Hukum Perdata dalam Kontrak Bisnis : Tinjauan terhadap Keabsahan dan Pelaksanaannya di Indonesia. *Muhammadiyah Law Review*, 9(2), hlm.73.
- Qanita. (2025). *ATR/BPN Terima 6.015 Kasus Pertanahan dalam Setahun, 50% Terselesaikan*. Detiknews.com.
- Rafie, M. A. (2024). Sejarah Perkembangan Hukum Agraria di Indonesia Sebelum Dibentuknya Undang-Undang No. 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria (UUPA) Dan Dampaknya Bagi Keadilan Di Masyarakat. *Kampus Akademik Publisng*, 2(5), hlm.436.
- Rahayu, R. A., Ferdiansyah, I., Lestari, R. D., Priskila, P., Monika, A. D., & Fujilestari, N. A. (2024). Analisis Pengembangan Wilayah Berbasis Potensi Unggul Daerah Melalui Tata Kelola Ekonomi Daerah Kota Semarang. *Jurnal Hukum, Pendidikan dan Sosial Humaniora*, 1(5), hlm.270.
- Rama Anuggrah, D., Zaki Mubarrak, M., Anis Pambudi, W., Susilo, J., Ekonomi dan Sosial Universitas Jenderal Achmad Yani Yogyakarta, F., & Abstrak, Y. (2023). Analisis Permasalahan Tata Ruang Di Indonesia. *Jurnal Multidisiplin ADIJAYA*, 1(05), hlm.1045-1051.
- Rambe, T. (2019). Mapping and Handling of Communal Land Conflict at Northern Sumatera. *Atlantis Press*, 208(1), hlm.193.
- Renngur, R. H. (2025). Dekonstruksi Ide Dasar Hukum Gustav Radbruch Tentang Zweckmäßigkeit. *Refleksi Hukum Jurnal Ilmu Hukum*, 10(1), hlm.31.
- Roziqin, R., Hakim, M., & Dimiyati, D. (2024). Kepastian Hukum Pengaturan Hak Atas Tanah Dalam Pluralisme Hukum. *Journal de Facto*, 11(1), hlm.143. <https://doi.org/10.36277/jurnaldefacto.v11i1.228>
- Rufaida, L. I., Pranawa, B., Megha, A., & Saputri, W. (2025). Analisis Implementasi Peraturan Daerah Kabupaten Boyolali Nomor 4 Tahun 2019 Tentang Ketahanan Pangan Akibat Populasi Monyet di Desa Kembangsari Kecamatan Musuk Kabupaten Boyolali. *Regulate*, D(3), hlm.176-180.

- Saifuddin, M., & Danardono, D. (2024). Analisis Kesesuaian Penggunaan Lahan Tahun 2022 Terhadap Rencana Tata Ruang Wilayah Kabupaten Boyolali. *Jurnal Tanah dan Sumberdaya Lahan*, 11(1), hlm.60-63. <https://doi.org/10.21776/ub.jtsl.2024.011.1.7>
- Setyomurni, T. S., & Junaidi. (2026). Wanprestasi Pengalihan Hak Sewa Tanah Kebun : Analisis Kitab Undang-Undang Hukum Perdata Dan Kompilasi Hukum Ekonomi Syariah (Studi Di Desa Gagaksipat). *Ilmiah Ekonomi islam*, 12(2), hlm.46.
- Silalahi, W., & Octavia, E. (2026). Keabsahan dan Perlindungan Hukum dalam Kontrak Elektronik. *Indonesian Journal of Law and Justice*, 3(3), hlm.6.
- Siti Nazla, S. W. A. A. (2023). Peningkatan Hasil Belajar Melalui Penerapan Metode 2023. *Jurnal Ilmiah Kependidikan dan Kemasyarakatan*, 5(2), 177–204. <https://doi.org/10.56489/fik.v4i2>
- Soeprijanto, T. (2023). Land Reform-Reform Agraria Redistribusi Lahan Perspektif Pasal 33 Ayat 3 UUD 1945. *urnal Ilmiah CIVIS*, 12(1), hlm.61.
- Subekti, Suyanto, Hamdani, F., & Begishev, I. (2025). Comparative Perspectives on Contract Law in Property Sale and Transfer: Oman and Indonesia. *Jurnal Hukum Bisnis Bonum Commune*, 8(2), hlm.559. <https://doi.org/10.30996/jhbbc.v8i2.132128>
- Sudarmanto, K., Junaidi, M., Soegianto, S., & Suroto, S. (2024). Jurnal Pengabdian Perguruan Tinggi Implementasi Undang-Undang Nomor 26 Tahun 2007 tentang Penataan Ruang Di Kota Semarang Jurnal Pengabdian Perguruan Tinggi yang lebih baik di masa depan . Dalam melaksanakan pembangunan ini dilakukan upaya berperan aktif. *PEDATI Jurnal Pengabdian Perguruan Tinggi*, 2(1), hlm.28.
- Suhayati, K., Angelin, E. N., Setyawan, F., & Adonara, F. F. (2025). Keseimbangan Asas Pacta Sunt Servanda dan Norma Perlindungan Hukum Harta Bersama pada Perjanjian Perkawinan di Indonesia. *Jurnal Pengabdian Masyarakat dan Riset Pendidikan*, 4(2), hlm.10423. <https://doi.org/10.31004/jerkin.v4i2.2949>
- Sumarsono, D. D. (2021). Penataan Ruang Untuk Mengatasi Permasalahan Penataan Ruang Bagi Pemerintahan Daerah Di Indonesia. *Widya Pranata Hukum : Jurnal Kajian dan Penelitian Hukum*, 4(23), hlm.457.
- Utami, P. R. (2020). Penerapan Prinsip Hukum Perjanjian dalam Kontrak Kerjasama Pengelolaan Barang Milik Daerah. *Volkgeist: Jurnal Ilmu Hukum dan Konstitusi*, 3(1), hlm.25. <https://doi.org/10.24090/volkgeist.v3i1.3512>
- Wahyu, Dhody AR. Widjajab, M. I. (2025). Jurnal Penelitian dan Pengkajian Ilmiah. *Jurnal Hasi Penelitian Dan Pengkajian Ilmiah Eksakta*, 2(8), hlm.179.
- Widiarty, W. S. (2021). Metode Penelitian Hukum. In *RISTANSI: Riset Akuntansi* (Cet.I). CV. Eureka Media Massa.
- Yolanda, N., Fendri, A., & Delfianti. (2025). Perjanjian Sewa Menyewa Pemanfaatan Tanah Grondkart PT Kereta Api Indonesia (PERSERO) Dengan Masyarakat di Batu Palano Sungai Pua. *Unes Law Review*, 8(1), hlm.160.
- Armajijn, L., Darmayanti, D., Sonia, B., & Rochmat, H. (2024). Kajian Hukum Asas Itikad Baik Pada Perjanjian Sewa Menyewa Tanah Pertanian (Studi Kasus Di Desa Ketitang, Kabupaten Boyolali). *Diponegoro Law Journal*, 2(14), hlm.310.
- Astiti, T. I. P., Kartika, G. A. P., & Dewi, A. A. I. A. A. (2015). Implementasi Pasal 33 Ayat 3

- UUD 1945 dalam Berbagai Perundang-Undangan tentang Sumberdaya Alam. *Udayana Master Law Journal*, 4(1), hlm.73.
- Bakker, L. (2023). Social Sciences & Humanities Open Custom and violence in Indonesia ' s protracted land conflict. *Social Sciences & Humanities Open*, 8(1), hlm.100624. <https://doi.org/10.1016/j.ssaho.2023.100624>
- Dewi, R. S., & Khadiyanta, P. (2015). Persepsi Masyarakat Terhadap Lokasi Rencana Pembangunan Simpang Lima Kedua Di Kecamatan Pedurungan, Kota Semarang. *Ruang*, 1(3), hlm.148.
- Fakhrurrozi, M., Rahmatiar, Y., & Abas, M. (2025). Kajian Hukum Tata Negara Terhadap Perlindungan Hak Atas Tanah Dalam Konteks UU No. 5 Tahun 1960. *Jurnal Ilmu Hukum*, 11(5), hlm.151.
- Firdaus, M. B. (2025). Dialektika Keadilan, Kepastian, Kemanfaatan Hukum dalam Perspektif Gustav Radbruch pada Hukum Indonesia. *Jurnal Kajian Hukum Dan Kebijakan Publik*, 3(1), hlm.91.
- Hakim, A. (2017). Measuring the Sense of Justice in Civil Judge Decision Based on Pancasila State Law. *Jurnal Hukum dan Peradilan*, 6(1), hlm.373.
- Harahap, A. N. M. (2024). Analisis Perbedaan Perikatan Yang Lahir Demi Undang-. *Jurnal Ilmu Hukum*, 2(1), hlm.226.
- Hotta, A. Y. (2025). Understanding The Principle Of Legal Certainty Through The Construction Of Legal Positivism Reasoning. *Jurnal Hukum Dehasen*, 1(1), hlm.25.
- Hutabarat, S. (2025). Harmonisasi Hukum Kontrak dan Dampaknya Pada Hukum Kontrak Indonesia. *Jurnal Unsrat: Lex Administratum*, 1(3), hlm.112-134.
- Jatmiko, E. H. (2025). Penerapan Asas Kebebasan Berkontrak dalam Kontrak Bisnis di Indonesia. *ukum Inovatif: Jurnal Ilmu Hukum Sosial dan Humaniora*, 2(3), hlm.114.
- Kharisma, B. U., Sularso, P., Priambada, B. S., Agustiwi, A., & Wulandari, S. (2025). Agrarian Land Policy On Land In Indonesia Post Regional Autonomy. *MEDIA KEADILAN Jurnal Ilmu Hukum*, 4(1), hlm.132.
- Kurniawan, K., & Wahyu Handayani, S. (2025). Kepastian dan Keadilann Hak Atas Tanah di Indonesia: Analisis Komprehensif Hak Atas Tanah di Indonesia. *Jurnal Ilmu Hukum, Sosial, dan Hukum*, 3(5), hm.6960.
- Kurniawati, A. W. (2025). *Setahun Menteri Nusron: Selesaikan 3.019 Kasus Pertanahan, Cegah Kerugian Rp9,67 Triliun*. KEMENTERIAN AGRARIA DAN TATA RUANG BADAN PERTANAHAN NASIONAL.
- Mediawati, N. F. (2024). Keabsahan Kontrak Sistem Administrasi Badan Hukum. *juridiksi yudisial*, 4(9), hlm.97-110.
- Muhaimin. (2020). Metode Penelitian Hukum. In *Sustainability (Switzerland)* (Cet.I, Vol. 11, Nomor 1). Mataram University Press.
- Noerdin, E. S., Minabari, A., & Noerdin, A. E. (2026). Legal Classification of Non-Donation CSR Funds in Village Financial Governance. *USM Journal*, 9(2), hlm.1458-1482.
- Nurwanto, A., & Hanifah, I. (2022). Tinjauan Yuridis Asas Pacta Sunt Servanda Dalam Perjanjian Pembiayaan Kredit Kendaraan Bermotor (Study Komparatif KUH Perdata Dan Undang- Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Tentang

- Perlindungan Konsumen). *Iuris Studia: Jurnal Kajian ...*, 3(3), hlm.283.
- Prawatya, N. A. (2013). Perkembangan Spasial Kota-Kota Kecil Di Jawa Tengah. *Jurnal Wilayah dan Lingkungan*, 1(1), hlm.17. <https://doi.org/10.14710/jwl.1.1.17-32>
- Pribadi, A. K. (2025). Implikasi Hukum Perdata dalam Kontrak Bisnis : Tinjauan terhadap Keabsahan dan Pelaksanaannya di Indonesia. *Muhammadiyah Law Review*, 9(2), hlm.73.
- Qanita. (2025). *ATR/BPN Terima 6.015 Kasus Pertanahan dalam Setahun, 50% Terselesaikan*. Detiknews.com.
- Rafie, M. A. (2024). Sejarah Perkembangan Hukum Agraria di Indonesia Sebelum Dibentuknya Undang-Undang No. 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria (UUPA) Dan Dampaknya Bagi Keadilan Di Masyarakat. *Kampus Akademik Publishing*, 2(5), hlm.436.
- Rahayu, R. A., Ferdiansyah, I., Lestari, R. D., Priskila, P., Monika, A. D., & Fujilestari, N. A. (2024). Analisis Pengembangan Wilayah Berbasis Potensi Unggul Daerah Melalui Tata Kelola Ekonomi Daerah Kota Semarang. *Jurnal Hukum, Pendidikan dan Sosial Humaniora*, 1(5), hlm.270.
- Rama Anugrah, D., Zaki Mubarrak, M., Anis Pambudi, W., Susilo, J., Ekonomi dan Sosial Universitas Jenderal Achmad Yani Yogyakarta, F., & Abstrak, Y. (2023). Analisis Permasalah Tata Ruang Di Indonesia. *Jurnal Multidisiplin ADIJAYA*, 1(05), hlm.1045-1051.
- Rambe, T. (2019). Mapping and Handling of Communal Land Conflict at Northern Sumatera. *Atlantis Press*, 208(1), hlm.193.
- Renngur, R. H. (2025). Dekonstruksi Ide Dasar Hukum Gustav Radbruch Tentang Zweckmäßigkeit. *Refleksi Hukum Jurnal Ilmu Hukum*, 10(1), hlm.31.
- Roziqin, R., Hakim, M., & Dimyati, D. (2024). Kepastian Hukum Pengaturan Hak Atas Tanah Dalam Pluralisme Hukum. *Journal de Facto*, 11(1), hlm.143. <https://doi.org/10.36277/jurnaldefacto.v11i1.228>
- Rufaida, L. I., Pranawa, B., Megha, A., & Saputri, W. (2025). Analisis Implementasi Peraturan Daerah Kabupaten Boyolali Nomor 4 Tahun 2019 Tentang Ketahanan Pangan Akibat Populasi Monyet di Desa Kembangsari Kecamatan Musuk Kabupaten Boyolali. *Regulate*, D(3), hlm.176-180.
- Saifuddin, M., & Danardono, D. (2024). Analisis Kesesuaian Penggunaan Lahan Tahun 2022 Terhadap Rencana Tata Ruang Wilayah Kabupaten Boyolali. *Jurnal Tanah dan Sumberdaya Lahan*, 11(1), hlm.60-63. <https://doi.org/10.21776/ub.jtsl.2024.011.1.7>
- Setyomurni, T. S., & Junaidi. (2026). Wanprestasi Pengalihan Hak Sewa Tanah Kebun : Analisis Kitab Undang-Undang Hukum Perdata Dan Kompilasi Hukum Ekonomi Syariah (Studi Di Desa Gagaksipat). *Ilmiah Ekonomi islam*, 12(2), hlm.46.
- Silalahi, W., & Octavia, E. (2026). Keabsahan dan Perlindungan Hukum dalam Kontrak Elektronik. *Indonesian Journal of Law and Justice*, 3(3), hlm.6.
- Siti Nazla, S. W. A. A. (2023). Peningkatan Hasil Belajar Melalui Penerapan Metode 2023. *Jurnal Ilmiah Kependidikan dan Kemasyarakatan*, 5(2), 177–204. <https://doi.org/10.56489/fik.v4i2>
- Soeprijanto, T. (2023). Land Reform-Reform Agraria Redistribusi Lahan Perspektif Pasal 33 Ayat 3 UUD 1945. *urnal Ilmiah CIVIS*, 12(1), hlm.61.

- Subekti, Suyanto, Hamdani, F., & Begishev, I. (2025). Comparative Perspectives on Contract Law in Property Sale and Transfer: Oman and Indonesia. *Jurnal Hukum Bisnis Bonum Commune*, 8(2), hlm.559. <https://doi.org/10.30996/jhbbc.v8i2.132128>
- Sudarmanto, K., Junaidi, M., Soegianto, S., & Suroto, S. (2024). Jurnal Pengabdian Perguruan Tinggi Implementasi Undang-Undang Nomor 26 Tahun 2007 tentang Penataan Ruang Di Kota Semarang Jurnal Pengabdian Perguruan Tinggi yang lebih baik di masa depan . Dalam melaksanakan pembangunan ini dilakukan upaya berperan aktif. *PEDATI Jurnal Pengabdian Perguruan Tinggi*, 2(1), hlm.28.
- Suhayati, K., Angelin, E. N., Setyawan, F., & Adonara, F. F. (2025). Keseimbangan Asas Pacta Sunt Servanda dan Norma Perlindungan Hukum Harta Bersama pada Perjanjian Perkawinan di Indonesia. *Jurnal Pengabdian Masyarakat dan Riset Pendidikan*, 4(2), hlm.10423. <https://doi.org/10.31004/jerkin.v4i2.2949>
- Sumarsono, D. D. (2021). Penataan Ruang Untuk Mengatasi Permasalahan Penataan Ruang Bagi Pemerintahan Daerah Di Indonesia. *Widya Pranata Hukum : Jurnal Kajian dan Penelitian Hukum*, 4(23), hlm.457.
- Utami, P. R. (2020). Penerapan Prinsip Hukum Perjanjian dalam Kontrak Kerjasama Pengelolaan Barang Milik Daerah. *Volksgeist: Jurnal Ilmu Hukum dan Konstitusi*, 3(1), hlm.25. <https://doi.org/10.24090/volksgeist.v3i1.3512>
- Wahyu, Dhody AR. Widjajab, M. I. (2025). Jurnal Penelitian dan Pengkajian Ilmiah. *Jurnal Hasi Penelitian Dan Pengkajian Ilmiah Eksakta*, 2(8), hlm.179.
- Widiarty, W. S. (2021). Metode Penelitian Hukum. In *RISTANSI: Riset Akuntansi* (Cet.I). CV. Eureka Media Massa.
- Yolanda, N., Fendri, A., & Delfianti. (2025). Perjanjian Sewa Menyewa Pemanfaatan Tanah Grondkart PT Kereta Api Indonesia (PERSERO) Dengan Masyarakat di Batu Palano Sungai Pua. *Unes Law Review*, 8(1), hlm.160.
- Bakker, L. (2023). Social Sciences & Humanities Open Custom and violence in Indonesia ' s protracted land conflict. *Social Sciences & Humanities Open*, 8(1), hlm.100624. <https://doi.org/10.1016/j.ssaho.2023.100624>
- Danandjojo, Y. N. E., Ramezani, S., Woltjer, J., & Tillema, T. (2026). Stakeholder relations in land value capture (LVC) within a government-led decentralized governance system: The case of transport infrastructure development. *Transportation Research Interdisciplinary Perspectives*, 36(July 2025), 101903. <https://doi.org/10.1016/j.trip.2026.101903>
- Iswantoro, I., & Luthviati, R. D. (2021). Land Banks' Impact on Agrarian Reform and Equitable Land Redistribution. *Pena Justisia: Media Komunikasi dan Kajian Hukum*, 20(2), 88–103. <https://doi.org/10.31941/pj.v20i2.1722>
- R.Jung, M. (2019). Land Reform Rationalities and their Governance Effects in Indonesia: Provoking Land Politics or Addressing Adverse Formalisation? *Ayan*, 8(5), 55.
- Resosudarmo, I. A. P., Tacconi, L., Sloan, S., Hamdani, F. A. U., Subarudi, Alviya, I., & Muttaqin, M. Z. (2019). Indonesia's land reform: Implications for local livelihoods and climate change. *Forest Policy and Economics*, 108(April), 101903. <https://doi.org/10.1016/j.forpol.2019.04.007>
- Wardhani, L. C. (2025). Indonesian Agrarian Law: the Illusion of State Land Control and

- Overlapping Land Regulations. *Atlantis Press*, 540–547. https://doi.org/10.2991/978-2-38476-519-5_43
- Bakker, L. (2023). Social Sciences & Humanities Open Custom and violence in Indonesia ' s protracted land conflict. *Social Sciences & Humanities Open*, 8(1), hlm.100624. <https://doi.org/10.1016/j.ssaho.2023.100624>
- Danandjojo, Y. N. E., Ramezani, S., Woltjer, J., & Tillema, T. (2026). Stakeholder relations in land value capture (LVC) within a government-led decentralized governance system: The case of transport infrastructure development. *Transportation Research Interdisciplinary Perspectives*, 36(July 2025), 101903. <https://doi.org/10.1016/j.trip.2026.101903>
- Iswantoro, I., & Luthviati, R. D. (2021). Land Banks' Impact on Agrarian Reform and Equitable Land Redistribution. *Pena Justisia: Media Komunikasi dan Kajian Hukum*, 20(2), 88–103. <https://doi.org/10.31941/pj.v20i2.1722>
- R.Jung, M. (2019). Land Reform Rationalities and their Governance Effects in Indonesia: Provoking Land Politics or Addressing Adverse Formalisation? *Ayan*, 8(5), 55.
- Resosudarmo, I. A. P., Tacconi, L., Sloan, S., Hamdani, F. A. U., Subarudi, Alviya, I., & Muttaqin, M. Z. (2019). Indonesia's land reform: Implications for local livelihoods and climate change. *Forest Policy and Economics*, 108(April), 101903. <https://doi.org/10.1016/j.forpol.2019.04.007>
- Wardhani, L. C. (2025). Indonesian Agrarian Law: the Illusion of State Land Control and Overlapping Land Regulations. *Atlantis Press*, 540–547. https://doi.org/10.2991/978-2-38476-519-5_43