Ownership Of Residential House For Foreigners Based On Agreement
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<td>Received: 2023-12-10</td>
<td>Decree of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 1241/SK-HK.02/IX/2022 on the Acquisition and Price of Residential Houses for Foreigners, as one of the drivers of investment in Indonesia. However, the certainty of the form and type of agreement that must be made for foreigners is unclear in its regulation, so many make nominee agreements and cause conflicts and even disputes in court. On the one hand, there are restrictions for foreigners, and on the other hand, the opening of the broadest possible opportunity for the entry of foreign investment in Indonesia. The form of Agreement of Ownership of a Residential House for Foreigners can be made with a deed under the hand or with an authentic deed, however, made authentically with a notarial deed or PPAT provides more legal certainty, because of the perfect evidentiary power. In order to fulfill legal certainty, the type of agreement that can be made is in the form of sale and purchase of use rights to land and buildings as well as leasing rights to land and buildings, and sale and purchase agreements of Sarusun or Sarusun property rights. In addition, for PMA Legal Entities can have HGB. The Decree of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02/IX/2022 has provided legal certainty and a sense of justice for all people and for foreigners whose presence in Indonesia in accordance with applicable regulations provides benefits, conducts business, works or invests in Indonesia by heeding existing regulations so that it has an impact on the welfare of the community, nation, state and foreigners/foreign investors in Indonesia.</td>
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<td>Revised: 2024-02-10</td>
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<td>Accepted: 2024-06-10</td>
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Keywords: residence, foreigners, legal certainty, and justice.
I. Introduction

The land, water, and airspace, including the natural resources contained therein, are at the highest level controlled by the state. The state is the organization of the power of all the people, as stipulated in Article 33 paragraph (3) of the Constitution. Article 2 paragraph (2) of Law No. 5/1960 on the Basic Regulation of Agrarian Principles (UUPA) states that the right to control from the state gives authority to:

1. regulate and organize the allotment, use, supply, and maintenance of the earth, water, and space;
2. determine and regulate legal relationships between people and the earth, water, and space;
3. to determine and regulate legal relationships between persons and legal acts concerning the earth, water, and airspace.

The authority of the state to control is for the prosperity of all the people. And with justice.

The potential of each region affects the movement of the economy. The more potential a region has, its economy will be more developed. Tourist visits also influence the development of the economy of each region. An example is the island of Bali. However, the Covid 19 pandemic that hit the world hit most parts of Indonesia and also Bali, had the impact of reducing and even stopping several years of tourist visits to Bali, which plummeted the economy of the Balinese people, especially those engaged in tourism. Reviving an economy that has been devastated by the covid 19 outbreak is very difficult, this economic recovery requires the right policies, so that the economy can grow and develop again while still paying attention to legal certainty and a sense of justice in society.

To revive the Indonesian economy, the government has issued various policies, including by promulgating the Law on Job Creation, namely Law Number 11 of 2020 concerning Job Creation, which one of its policies is to encourage the improvement of the country’s economy, by increasing investment. One of them is in the land sector, by making it easier for foreigners to obtain property in Indonesia, whose existence provides benefits, conduct business, work, or invest in Indonesia. This convenience is also expected to have an impact on increasing tourism and industry so that it can create jobs for the community. The Job Creation Law is a legal umbrella for investment entry. National agrarian law must be able to realize the values of Pancasila, namely Belief in One God, Humanity, Nationality, Democracy, and Social Justice, as the principle of the spirituality of the state and the ideals of the nation as also stated in the Preamble of the Constitution, which also fulfills its needs according to the demand/development of the times in all agrarian issues. So that all land throughout the nation’s sovereign territory is used for the greatest prosperity of the people.

In order to support and encourage the improvement of the country’s economy, the Ministry of Agrarian Affairs issued a Decree of the Minister of Agrarian Affairs and
Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 1241/SK-HK.02/IX/2022 on the Acquisition and Price of Residential Houses for Foreigners. However, the Decree of the Minister of Agrarian Affairs does not clearly mention and determine the form and type of agreement that foreigners can make regarding the ownership of residential houses that can guarantee legal certainty and fulfillment of a sense of justice for foreigners and also for the community, as well as in other laws and regulations that do not mention clearly. Therefore, many legal problems relate to agreements between foreigners and Indonesians. For example, foreigners make nominee agreements (borrowing names) with Indonesians to buy or rent land/house/building rights, which then raise conflicts/disputes, leading to court lawsuits. By using normative research methods, researchers are interested in studying residential ownership for foreigners, primarily related to the forms and types of residential home ownership agreements for foreigners after the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 1241 / SK-HK.02 / IX / 2022, and legal certainty and a sense of social justice for all people as the fifth principle of Pancasila with the stipulation of the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 1241 / SK-HK.02 / IX / 2022.

2. Research Method

The type of research used in this research is Normative legal research, with a normative juridical approach, namely an approach based on primary legal material, by examining theories, concepts, legal principles, and legislation (statute approach) related to this research, also called a library approach, namely by studying books, laws and regulations and other related documents. The stages in this research are identifying the problem to determine the discussion, detailing the sub-points which are then used as the basis for collecting legal materials, processing and analyzing, and as a basis for systematizing the results of the research so that it becomes a legal research result.

3. Results and Discussion

Forms and Types of Residential Home Ownership Agreements for Foreigners After the Decree of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02/IX/2022

The law should meet the expectations of society in providing protection, legal certainty, and justice in every implementation of interests, to realize peace, order, and prosperity for all humanity. The agreement made by the parties in the business world is a law that binds the parties who make it. Article 1338 paragraph (1) of the Civil Code (KUHPerdata) stipulates that all agreements made legally shall apply as laws for those who make them. However, this provision needs to be further understood by
remembering the provisions of the validity of the agreement as stipulated in Article 1320 of the Civil Code, namely that there must be an agreement between those who bind themselves, capacity to agree, a sure thing, and a halal cause. Everyone needs help understanding this easily, especially for foreigners who want to own property and invest in Indonesia. Understanding Indonesian law, especially for foreigners is very difficult, because the various regulations governing are very many with various forms of legislation, and in fact, to understand one thing about the agreement of Ownership of Residential Houses for Foreigners there are various levels of regulations, ranging from legislation, Government Regulations, Ministerial Regulations, and others. In addition, it must also understand the provisions of the law of engagement in the Civil Code / Burgerlijk Wetboek Voor Indonesia (KUHPedarta) and also Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA) in particular, for any agreements made relating to land and occupancy/residence ownership for foreigners, both regarding the object, the form of the agreement and the type of agreement that can be done that fulfills and is in accordance with the legal system in force in Indonesia.

The provisions of Article 1320 of the Civil Code do not require that an agreement must be made in a specific form for the validity of an agreement made. An engagement/agreement made by the parties can be in the form of oral, written underhand, and written with an authentic deed. However, in proving a case, an agreement made orally has a fragile position, and the parties must prove the existence of the agreement with acknowledgment. In proof in general, as stated in article 1865 of the Civil Code, that every person who claims to have a right, or points to an event to confirm his right or refute another person’s right, is obliged to prove the existence of that right or event that is stated. Furthermore, article 1866 of the Civil Code stated that means of proof include: written evidence, witness evidence, testimony, confessions, and oaths. If one of the parties or both parties does not recognize the agreement made, then the agreement cannot be used as a tool in proof, even with an oath. Article 1905 of the Civil Code states that the testimony of a witness alone without other means of proof in court should not be believed. Thus, the agreement made in a proof is fragile and cannot even be used as proof because it cannot be proven its existence, if it is denied by one of the parties, let alone by both parties to the agreement. Agreements made in writing under the hand, as stipulated in Article 1875 of the Civil Code states that writing under the hand which is recognized as correct by the person presented to it or legally considered to have been justified by it, gives rise to complete evidence such as an authentic deed for the people who sign it, their heirs and those who get rights from them, the provisions of Article 1871 of the Civil Code apply to that writing. Agreements made before an authorized official apply as a deed of agreement in the form of an authentic deed. Article 1868 of the Civil Code states, “An authentic deed is a deed in the form prescribed by law, made by or before public servants authorized to do so in the place where the deed is done.”

Foreigners whose presence in Indonesia provides benefits, conduct business,
work or invest, may own land rights. The provisions governing land rights for foreigners are as follows:

1. **Land Ownership Rights**
   Foreigners may have land ownership rights based on the provisions in Article 21 paragraph (3) and paragraph (4) of the UUPA, namely:

   1) A foreigner who after the entry into force of this law acquires a property right by inheritance without a will or by intermarriage, as well as an Indonesian citizen who has a property right and after the entry into force of this law loses his/her nationality, shall be obliged to relinquish the right within one year after the acquisition of the right or the loss of nationality. Suppose the right of ownership is not relinquished after this period has elapsed. In that case, the right shall lapse by operation of law, and the land shall revert to the state, provided that the rights of other parties encumbering it shall continue.

   2) As long as a person, in addition to his Indonesian citizenship, has foreign citizenship, he cannot own land with a hak milik (right of ownership) and the provisions in paragraph (3) of this article shall apply to him.

2. **Land Use Right**

   The right to use land is regulated in the UUPA, Government Regulation of the Republic of Indonesia Number 18 of 2021, Decree of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 1241/SK-HK.02/IX/2022. Hak Pakai is the right to use or collect products from land directly controlled by the state or land owned by others, which gives the authority and obligations specified in the decision to grant it by the official authorized to grant it or in an agreement with the land owner. Based on the provisions of Article 41 paragraph (1) of the UUPA, the origin of Hak Pakai land is land directly controlled by the state or land owned by others.

   Those who have Hak Pakai, based on Article 42 of the UUPA and as well as the provisions in Government Regulation of the Republic of Indonesia Number 18 of 2021 concerning Management Rights, Land Rights, Flat Units, and Land Registration (which is a regulation to implement the provisions of the UUPA) as follows:

   (1). Right of use with the term is granted to:
      a) Indonesian citizens;
      b) legal entities established under Indonesian law and domiciled in Indonesia;
      c) foreign legal entities that have representatives in Indonesia;
      d) religious and social bodies; and
      e) Foreigners.

   (2). The right of use during use is granted to:
      a) Central Government agencies;
      b) regional government
      c) village government; and
      d) representatives of foreign countries and representatives of international bodies.
Article 51 states that land that can be granted with the Right of Use with a period as referred to in Article 49 paragraph (1) letter a includes:

a) State land;
b) Freehold land; and
c) Management Rights Land.

(3). Right of Use on freehold land.

Hak Pakai is created by the landowner granting the land with a deed made by a PPAT. This PPAT deed must be registered at the local Regency/City Land Office to be recorded in the land book. The form of the PPAT deed is contained in the appendix of Minister of Agrarian Affairs/Head of BPN Regulation Number 3 of 1997 on the Implementation of Government Regulation Number 24 of 1997 on Land Registration.

3. Right of Lease on Land

The UUPA mentions provisions related to the right to lease for buildings, but Article 44 and Article 45 of the UUPA mention the right to lease land, as follows:

Article 44 of the LoGA states that:

(1) A person or a legal entity has the right to lease land, if he is entitled to use another person’s land for building purposes by paying the owner a sum of money as rent.

(2) Payment of rent can be made:
   a) once or at any given time;
   b) before or after the land is used.

(3) The land lease agreement referred to in this article shall not be accompanied by conditions containing elements of extortion.

Article 45 of the UUPA states that:

Those who can become holders of leasehold rights are:

a. Indonesian citizen;
b. a foreigner domiciled in Indonesia;
c. a legal entity established under Indonesian law and domiciled in Indonesia;
d. foreign legal entities having representation in Indonesia.

4. Flat House Unit

The right of ownership to a unit of flat as stipulated in the Law of the Republic of Indonesia Number 20 Year 2011 with due regard to the provisions of the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 1241/SK-HK.02/IX/2022. Foreign Citizens (WNA) who have a residence permit in Indonesia, Foreign Legal Entities that have representatives in Indonesia, or representatives of foreign countries and international institutions located in Indonesia can have Sarusun and can also be given property rights to Sarusun if they have a license in accordance with statutory provisions. This is regulated in Article 144, paragraph (1) of Law Number 11 of 2020 concerning Job Creation.

Related to the form of Residential Home Ownership Agreement for Foreigners After the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02 /IX/2022, which can be in
the form of an agreement made under the hand, can be in the form of an agreement made authentically before a Notary, and can be made in the form of an authentic deed made before a PPAT. However, the form of an agreement made authentically before an authorized official, namely a notary or PPAT is an appropriate legal choice, because it applies as authentic written evidence, with perfect evidentiary power, as a judge’s decision with permanent legal force, thus ensuring legal certainty for the parties.

Type of Agreement for Ownership of Residential Houses for Foreigners After the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241 / SK-HK.02 / IX / 2022, can be in the form of sale and purchase agreements, and leases. Sale and purchase agreements in life in the community sometimes there are still those who do it under the hand and also for those who already understand the importance of legal certainty will choose to agree in an authentic deed, either before a notary or an authorized PPAT. Land purchase agreements and residential houses for foreigners based on applicable regulations, the object is land with a land use correct certificate or land and buildings with a right to use a certificate for landed houses / old units or new houses/units and units of flats whose price is not less than what has been determined in the Decree of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241 / SK-HK.02 /IX/2022. In addition to the sale and purchase agreement as mentioned above, foreigners have the right to lease land and buildings based on a lease agreement with the owner of the land or building, which can be used as a residence, place of business, or as a place of activity that is not contrary to the applicable laws and regulations. However, leases made between tenants (foreigners) and lessees (Indonesians) often cause problems, even disputes in court. The issue that is the source of the dispute is related to the lease term. No legislation mentions the maximum limit on the lease, so the parties to the agreement agree on a very long time limit, some even agree on a period of 100 years and even for life. This agreement is also what ultimately causes disputes. As the dispute decided in Decision Number 787/Pdt.G/2014/PN.DPS, which in the decision describes the lease as being carried out for a period of 25 years with an automatic extension for 3x 25 years, so that the total lease is 100 years, and in Decision Number 112/Pdt.G/2016/PN. Gin describes the lease as being carried out for life.

In addition to the types of sale and purchase and lease agreements as mentioned above, based on the principle of trust (truste), foreigners by borrowing the name of an Indonesian to own property in Indonesia, by making a name loan agreement which is also called a nominee agreement. Nominee Arrangement in daily practice is the use of the name of an Indonesian citizen in a PT / CV share ownership or land / building ownership to represent the beneficiary owner (beneficiary / actual owner).

Nominee agreements made between foreigners and Indonesians related to the ownership of land and building rights are valid as long as they are in accordance with the applicable provisions, namely the object is the right to use land, Sarusun rights or Sarusun ownership rights, lease rights to land/buildings, and HGB for PMA companies. However, if the nominee agreement is made in order to obtain land ownership rights by foreigners, it is an act that violates the provisions and is classified as an act of legal smuggling. Agreements using Indonesian citizens as nominees are legal smuggling because the
substance is contrary to the Basic Agrarian Law (UUPA). As also decided in the Supreme Court Decision with decision number 3020 K/PDT/2014, in the dispute between Saito Hiromi (Japanese citizen) and Choirul Anam / defendant 1 (Indonesian citizen), Decision number 787/Pdt.G/2014/PN.DPS which also states that the nominee agreement is not in accordance with Indonesian positive law, and Decision Number 112/Pdt.G/2016/PN. Gin, which in the verdict based on expert testimony stated that there was no certainty about what was meant by a lifetime in the lease agreement itself and would certainly give birth to legal uncertainty for the parties so that according to the expert in the verdict, the agreement by placing lifetime as a time limit had no legal basis in other words, a lease agreement that did not have legal certainty would undoubtedly give birth to legal uncertainty, so that the nominee agreement related to the lease agreement was canceled. Land law smuggling by foreigners has yet to be resolved due to the absence of supervision and follow-up sanctions.

The form and type of agreement on the ownership of residential houses for foreigners after the Decree of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241 / SK-HK.02 / IX / 2022, should be determined by a provision/decision made in the form of an authentic deed in order to create legal certainty for all parties, as the nature of the authentic deed itself, that the authentic deed guarantees more legal certainty because the authentic deed made its binding force is the same as a judge's decision with permanent legal force. Similarly, the type of agreement should be determined with certainty in a provision, that what types of agreements can be made by foreigners related to ownership of residence, so as not to have an impact on behavior that uses nominees in obtaining land rights that are not possible or prohibited in laws and regulations, which have the potential for legal smuggling, potential disputes so that the purpose of the law to provide legal certainty and protection cannot be realized.

Legal certainty and a Sense of Social Justice for All People as the 5th Precept of Pancasila With the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241 / SK-HK.02 / IX / 2022

The transfer of land rights based on an agreement as mentioned in Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning the Regulation of the Position of the Presidential Land Deed Official (PP 37/1998) can be carried out through sale and purchase, exchange, grants, entry into a company (inbreng), division of joint rights, granting of Building Rights / Use Rights on land of Property Rights, granting of Mortgage Rights, granting power of attorney to impose Mortgage Rights. The types of land rights that exist according to Indonesian Agrarian Law (Article 16 Jo. Article 53 UUPA), among others, are Property rights, usufructuary rights, building use rights, usufructuary rights, rental rights, open land rights, forest product retention rights, other rights that are not included in the rights mentioned above that are applied by law as well as temporary rights as mentioned in Article 53.

Policies that provide a specific legal framework and facilitate administrative services and permits for obtaining land rights for residential houses or residences for foreigners are required. The Decree of the Minister of Agrarian and Spatial
Planning/Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02/IX/2022 on the Acquisition and Price of Residential Houses for Foreigners is the answer to that and has provided legal certainty and a sense of justice for all people as the 5th Precept of Pancasila, besides that it has also realized legal certainty and sense of justice for foreigners in Indonesia, because foreigners (not Indonesian citizens) whose existence in Indonesia that provide benefits, do business, work or invest in Indonesia can help the economic growth of the community better and have an impact on the welfare of the community, nation, state, and foreigners / foreign investors in Indonesia. Through a policy established by the issuance of the Decree of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02/IX/2022, the right of foreigners to own a dwelling has been clearly and definitively determined, so that their rights are protected and with this provision it also does not reduce the rights of the Indonesian people related to the ownership of dwellings/dwellings on land ownership rights which in fact there is no time limit as is the case for foreigners, and even the rights of citizens/people are broader in terms of ownership of land rights as well as ownership of dwellings, while for foreigners their rights are limited. However, the sense of justice has been fulfilled. Although human rights are the same throughout the world, land rights are not the same for every person on earth. Each land right has a different designation and type of right and different right-holder subjects determined through a regulation/law, the purpose of which is not only for the welfare of society but to maintain the balance of the environment and nature. This is how the law was created that the function of the law is to regulate and create stability that ensures legal certainty itself, justice itself may change. However, the essence of justice will always exist in every human life in society. However, the law can only function appropriately in providing legal certainty if the existing regulations can answer the community’s needs in law. The Decree of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02/IX/2022, the right of foreigners to own a dwelling has been clearly and definitively determined, but this is not the case with the lease agreement made between foreigners and Indonesians. In lease agreements, foreigners have the right to lease land and buildings with no provisions/regulations regarding the lease term. Determining the term of the lease so far is only based on the agreement between the lessee and the lessor based on the principle of freedom of contract. However, a term that is too long (considered unusual and contrary to the value of decency), for example: a lease for 100 years or more, can become a dispute and end up in court.

Every regulation made must be able to realize legal certainty and justice for the community and justice for all people including foreigners residing in Indonesia, for this reason the government should be able to realize certainty and justice in making legal decisions/provisions, by making a regulation that is easy to understand, simple and provides a sense of security, optimism and justice, so that the welfare of the community can be realized. For this reason, the public does not have to dig up the law first as well as judges, to find the law to understand a provision, because not all people understand the law and cannot dig up the law themselves, especially for foreigners.
4. Conclusion

Forms of Agreement on Ownership of Residential Houses for Foreigners After the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02/IX/2022, which can be in the form of an agreement made underhand, can be in the form of an agreement made authentically before a Notary and can be made in the form of an authentic deed made before a PPAT, however, made authentically with a notarial deed or PPAT provides more legal certainty, because it has perfect evidentiary power. In order to fulfill legal certainty, the type of agreement that can be made is in the form of sale and purchase of the right to use land and building or lease of the right to land and building, and sale and purchase agreement of Flat Unit or ownership right of Flat Unit. In addition, for PMA Legal Entities can have HGB. The sale and purchase agreement of land and residential houses for foreigners based on the applicable provisions, the object is land with a certificate of right to use on land, or land and buildings with a certificate of right to use on landed houses / old units or new houses/units and units of flats, whose price is not less than what has been determined in the Decree of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number: 1241 / SK-HK.02 / IX / 2022. In addition to the sale and purchase agreement as mentioned above, foreigners have the right to lease land and buildings based on lease agreements with landowners and building owners, which can be used as residential / residence, place of business, or as a place of activity that does not conflict with applicable laws and regulations. Meanwhile, nominee agreements made to control land rights within a period that is not in accordance with the provisions of time and value of appropriateness, as well as nominee agreements made to own property rights to land are acts of legal smuggling so that these nominee agreements are prohibited, should not be done and result in agreements made can be canceled.

Decree of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number: 1241/SK-HK.02 /IX/2022 on the Acquisition and Price of Residential Houses for Foreigners has sufficiently provided legal certainty and a sense of justice for all people as the 5th Precept of Pancasila, besides that it has also realized legal certainty and a sense of justice for foreigners in Indonesia, because foreigners (not Indonesian citizens) whose existence in Indonesia that provide benefits, do business, work or invest in Indonesia can help the economic growth of the community better and have an impact on the welfare of the community, nation, state and foreigners / foreign investors in Indonesia. Through policies established by the issuance of the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia, Number: 1241/SK-HK.02/IX/2022, the right of foreigners to own a dwelling has been clearly and definitively determined, so that their rights are protected, but it does not reduce the rights of Indonesian people related to the ownership of dwellings/dwellings on freehold land which in fact has no time limit as it is for foreigners, even the rights of Indonesian citizens/people are broader in terms of ownership of land rights as well as ownership of dwellings, while for foreigners their rights are limited, but a sense of
justice has been fulfilled. However, this is not the case in relation to the right to rent for foreigners on land and buildings/residential houses, where there are no provisions/regulations governing the term. Determining the term of the lease has been based on the agreement between the tenant and the lessor based on the principle of freedom of contract. However, an indefinite period / too long (which is considered as something unusual and contrary to the value of decency) for example: a lease for a period of 100 years or more, has the potential to become a dispute so that the agreement that has been made is not able to realize legal certainty and justice.

Coffee by registering Geographical Indications with the Directorate General of Intellectual Property Rights.

Whereas in repressive legal protection, by anticipating disputes over the misuse of Geographical Indications by other parties, the owner or holder of the rights to Geographical Indications has the right to file a claim for compensation to the Commercial Court due to violation of the rights to Geographical Indications or use of Geographical Indications without rights or against the law. Theories in this legal protection are Risk Theory and Economic Growth Stimulus Theory.

Constraints Factors in the Implementation of Legal Protection for Lampung Robusta Coffee in Economic Improvement of West Lampung Coffee Farmers include the low level of public education, lack of awareness of coffee farmers in West Lampung Regency in including geographical indications of West Lampung Robusta coffee in product design, and the absence of regulations at the government level. West Lampung Regency in implementing the inclusion of West Lampung Robusta coffee geographical indications and the weak legal awareness of the community towards the importance of geographical indications.

References

Anwar Hidayat, Legal Certainty In The Role Of The DPRD Functions In Implementing The Right Of Interpelation Based On Constituonal Practices, Pena Justisia Vol 22 No 22 (2023)


Budiarto, MT.2018.Sudut Pandang Perpajakan Atas Pengalihan Hak Tanah Dan Bangunan Dengan Mekanisme Perjanjian Nominee.Simposium Nasional Keuangan Negara.hal. 448


Heni Susanti et al, Elimination Of Criminal Sanctions In A Forced Defense That Transgresses Limits As A Form Of Justice, Pena Justisia Vol 22 No 22 (2023)

Keputusan Menteri Agraria Dan Tata Ruang/Kepala Badan Pertanahan Nasional Republik Indonesia Nomor : 1241/SK-HK.02/IX/2022 tentang Perolehan dan Harga Rumah Tinggal/Hunian Untuk Orang asing

Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek Voor Indonesie)

Peraturan Pemerintah Republik Indonesia Nomor 37 Tahun 1998 Tentang Peraturan Jabatan Pejabat Pembiaya Akta Tanah Presiden

Peraturan Pemerintah Republik Indonesia Nomor 18 Tahun 2021 Tentang Hak Pengelolaan, Hak
Anak Agung Istri Agung et.al.: Ownership Of Residential House For Foreigners....

Atas Tanah, Satuan Rumah Susun, dan Pendaftaran Tanah
Putusan Nomor 787/Pdt.G/2014/PN.DPS
Putusan Nomor 112/Pdt.G/2016/PN.Gin
Putusan Mahkamah Agung dengan putusan nomor 3020 K/PDT/2014
Soerodja, Irawan.2003.Kepastian Hukum Hak Atas Tanah Di Indonesia, (Surabaya: Arloka)
Undang-Undang Dasar Negara Republik Indonesia 1945
Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria
Undang-Undang Nomor 6 Tahun 2023 Tentang Penetapan Peraturan Pemerintah Pengganti
Undang-Undang No. 2 Tahun 2022)
UU No.11 tahun 2020 tentang Cipta Kerja
Widyarini Indriasti W.2014.Prospektif Kebijakan Kepemilikan Hak Atas Tanah Bagi
Warganegara Asing Di Indonesia. Hukum Dan Dinamika Masyarakat. Vol. 12, No. 1.hal
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