

MASTERY RIGHTS OF AGRICULTURAL LAND MANAGEMENT IN SOUTH SULAWESI

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ABSTRACT

Agricultural land within the instruction of Minister of Domestic and Regional Autonomy by the Minister of Agrarian on 5 January 1961 no. Sekra 9/1/12, explaining that referred to agricultural land is: “All of plantation soil, aquaculture fish-ponds, graze livestock land, fallow shrub land, and indebtedness that become livelihood for those who are entitled.” In general, agricultural land is all land that is rightfully for everybody, other than land for residential and enterprise (Subekti R and Tjitrosudibio, R, 2008). Land is one of the absolute production factors in farm along the other production factors, namely labor, capital and management. Some agricultural experts add the production technology factor. Land is one of absolute production factors because the land provides place and space for the growth and development of plants and animals that are cultivated. Land even provide nutrients, minerals, and other compounds for plants. On the farm, land serves as livestock feeds and forage productions. Agricultural land must be in open places that affordable by the sun so the land can occur photosynthesis or commonly called as primary production process. In the process, the fact is trustworthy in Natural Sciences as early life of a living creature. Those are some important roles in the agricultural land that makes it extremely important. This makes the high economic value of land in several productive locations become an absolute factor in farming production. Vast land constantly in touch with the public interest. Hence, land should not be owned by certain accumulate individuals or groups. And therefore, land ownership is restricted by the Government. In Constitution No. 56Prp 1960, explained that the maximum limit of land ownership set out in Article 1 subsection (2) which determines that the maximum limit of land ownership should be based on population, area, and other factors as follows.

Keyword: *mastery rights, agricultural land management*

INTRODUCTION

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Tabel 1. The maximum limit of land ownership by Constitution No. 56 of 1960.

In Areas	Rice Field (Hectare)	Dry Soil (Hectare)
Not Dense	15	20
Dense		
1. Less Dense	10	12
1. Fairly Dense	7,5	9
1. Highly Dense	5	6

Source: Constitution No. 56 of 1960.

DISCUSSION

Land management rights in South Sulawesi consists of several kinds. Recognition of land management right in the community have also taken place with two provisions. First, recognition of formal land management right, and secondly, the recognition of customary right management. Both of the management

rights institutionalized well in South Sulawesi community. Management rights are as follows:

1. Proprietary

Property land usually legitimized by certificate ownership proof that issued by the land existed in all districts. There is also evidence in the form of ownership deed (deed of sale, deed of grant, inheritance deed) and the ownership certificate that issued by village chiefs. There is also ownership that are not available with a written document but customary recognized. The land ownership without documents recognized by the community and local government. Land without legal documents usually derived from communal land opened by the village community. In Land Constitution, subtleties land rights are arranged that those who cleared on a communal land and take it care for atleast 3 years to become productive land, the person can become the legal owner of the land.

Although the condition of the land in South Sulawesi accordingly as above, but in the future all productive land are encouraged to obtain formal legitimacy ownership. It is a necessity either by the landowners and the government, so that problems arise in the future can be resolved. Without any formal evidence, the problems that will arise will be complicated to be solved.

2. Right to Undertake.

Not all the land owners can work on their land properly. Similarly, not all farmers have arable land with an sufficient area as a source of livelihood to meet the needs of the household. That underlying the emergence of the tiller. This tiller can be defined as those who manage a piece of land to be productive, but not the owner of the land. Or it can be said that people who

work the land belonging to someone else so that the land become productive.

These rights to undertake can possibly be occurred if the landowner agrees with the tiller. These agreements usually contain the rights and obligations of each party. Liabilities owners usually provide arable land and the tiller provide the labor to manage the land to be productive (in Buginese philosophy called "*tana ripatummpu*"). It is possible because of the basic agreement in the traditional agriculture era, which a farm community (*pallaoruma*) in South Sulawesi only recognize two main production factors; namely land or labor only. Other production factors are considered as complementary production factors, such as seeds and fertilizers. Fertilizer in the past is not even known by the farmers. This agreement can be in the form of a written or unwritten, and with the agreement of local authorities (village chiefs) or even both sides.

However, the recent deal as above is driven into a written order to the possibility of what lies ahead become easily resolved. In the era of traditional agriculture, the deal is done orally and witnessed by several people.

In the past, this method is quite safe consider the people of South Sulawesi is known as religious people who uphold the culture of *siri na pesse* (Buginese) or *siri na pacce* (Makassarese) which is one of the actualization in holding true statements (*Tongeng*) that "*Rekko tau Adanna ri akkatenni, narekko olokolo tulu'na riakkateni*" (Bugisnese), *Punna Punna tanggala ni tau kananna olokolo otere'na nitaggala*" (Makassarese). If those are men then hold their statements or their words, and if those are animal then hold the rope.

Tau in this sentence in Indonesian equal meaning is human beings or noble character. It is based on the conviction that the glory of man is reflected in the glory of their behavior. Both sides in this case must uphold their statements as the implementation of the glory of himself as human being. Anyone who violates and does not uphold their statements, then they are despised and have no dignity.

3. Pawnee

The pawn holder (second party) is the party that releases the money to the owner of the land (first party) who in need of funds in return for a limited land tenure in accordance with the agreements and treaties. The right of pawn holder is holding the right to work on during the release pledge yet to redeem the funds that have been given by the pawn holder. In the past up to the 1970s, pledge agreement as it is only be done verbally witnessed by community leaders, relatives, and some even done this to both sides, without any witnessed from government officials.

However, the system runs quite well because it is run alongside with the culture of "*siri na pesse pacce*" which means human as a "*human being*" to abstain from doing wrong intentionally despicable and will not perform actions that harm others because we are human with one sense and one opinion. "All the fun things that can please you, can also please me if such things are upon me. And all the things that can bother you if such things are upon me, then it will bother me as well" (Mattulada, and colleagues, 1984).

In the life philosophy of South Sulawesi, stated that "*Iaro diasengnge tau tonging-tongeng seddimi iayana ritu he engkae rialeta, nennia he muto engkae mallebbang risininna tau laingnge iana*

ritu katenni masse engngi alempurengge, gettengge nasaba naissenggi alena Makeda Ritai ri Puang Alla Taala Puang Sewwae "Narekko enggka tau de namakkua ro, tennia ritu tau, iyakiya, rupataumi", meaning the so-called human (Al-Insan in the Qur'an) only one which is within us and exist in all another healthy human, that holds unwavering honesty because they never separated from Allah supervision, Ruler of the Universe.

Another thing that makes the deal happen as it is because the era of policy makers at the household level, especially peasant households (*pallaoruma*) generally still have a very limited ability to read and write. As time went on and the shift of policy makers (head of household farmers) went to the next generation with more educated, the pledge agreement went shifted.

Shifting endorses that the agreement must pledge a minimum knowledge of the village administration head of the hamlet and knowledge evidenced by a certificate. This was done to avoid misunderstandings in the future. Moreover, the lien is usually be held in the timeframe that is long enough for a lien release have not done so, during the same land redemption in the possession of the pawn holders.

Another right of pawn holders is able to shift their positions as the pawn holders to other people (third party) with the transfer of the same that has been given to the land owner. The transfer must be notified to the land owner or their representatives (the first party), and also notified to local authorities, in this case the village chief or a minimally, the head of tribe.

The redemption could have later be done by pawner's children (children of

first party), if the ransom can only be provided even in the next generation. So indeed this agreement should be made in writing and notified to the local government.

4. Sanggalung.

Sanggalung is working on a swap deal that is based on good ethics to mutually facilitate the work and, face the same risks in managing the farm in each farmer household.

Factors that may make it difficult for farmers to manage farming operation is a long distance from home. Or the factors that even have big risks, for example, blocked by the river that quite huge and fast-flowing in the rainy season. This kind of river is dangerous to cross. Though most expected yields are in the rainy season.

Suppose there are two neighboring villages called Hope Village and Fertile Village. Between these two villages Walanae River flows wide and fast in rainy season. So if the two farmers face the same case, for instance, Farmer A and Farmer B. Farmer A stay at Hope Village his farm is 0.5 hectares in the Steady Village. Farmer B live in the Fertile Village but his farm is located in Hope Village, then Farmer A and Farmer B can do a cooperation agreement for mutual *sanggalung* in dealing with their problems. The ease that acquired among them, Farmer A and Farmer B are no longer need to commute to face danger in the river, and the distance from home to work locations become closer. The result is safer and more economical for both.

5. Teseng (Tesang)

Teseng is an agreement between land owners / pawn holders to farmers who require arable land with the agreement that

the harvest is divided. As for the obligations of both parties are:

- a. The rights holders are obliged to provide arable land. Rights holders may be working on the land owner, pawn holder, or cultivators.
- b. Cultivator is obliged to provide, personnel, and management.

This kind of deal has a history that is very old enough and it has been settled in South Sulawesi for a long time. According to the philosophy of ancient cultures Buginese Makassar, basic cooperation *teseng* is "*ri pattumpu resotana*", which means the working ability of farmers in which already included the management. The basic agreement is quite simple, because in the traditional agriculture before the New Order, before 1970 to be exact, which is the only required in the agricultural land are, seeds, and working time. In the time, seeds, fertilizers, tractors, water pumps, and other production facilities were not known yet. Seedlings at the time was simply bred by farmers (Mattulada and colleagues, 1984).

Upon entering the modern agricultural system in the 1980s and thereafter were marked by the creation of modern agricultural technology in the intensification form of farming enhanced with 10 moves successfully attempted farmer, the agricultural production process also requires more input. It is no longer limited to land, seeds, and labor. Therefore, *Teseng* agreement also required to be cultivated.

At the time of traditional agriculture, after post-harvest then direct the distribution of the results (1/2:1/2) between land owners with tenants, or become (2/3:1/3) between tenants and landowners. After the seedlings excluded, the rest depends on the difficulty level of land management. In connection with

many production inputs that used in modern agriculture, the *teseng* deal, which is not represented by land, labor, and management, the additional components such as the cost of procurement of seeds, fertilizer costs, and the cost of medication pest control must be removed before harvest divided, as in the sharing system that applies before.

6. Lease/Contract.

The lease agricultural land is an activity that commonly do in South Sulawesi. A lease is defined as an activity of right transfer to goods or services through the payment of wages lease, without being followed by the transfer of goods ownership (Supriya, 2008).

Leases can also be defined as a contractual regarding an agreement between two parties to submit objects that used for a certain time, followed by the ability of a price paid by the tenant to the user in a certain time. And other obligations to tenants that maintain the leased goods as well as possible (Tjitrosudibio R Subekti, R, 2008).

In line with the culture of "*siri na pace*", it is justified for mastery leased land that is not stuck with legal issues or dispute (whether formal law or customary law). A problematic land are forbidden (*pamali*) because it contains diversion and frauds to other improvers.

The right for people who rent out

1. Receiving payment, the price of goods, or services received in accordance with the agreement that determined based on the time.
2. Legal protection against tenants who are not acting in good faith.
3. Defense in case of dispute.
4. Rehabilitation of noble name if legally proven, in case the consumer does not show result

from the loss of goods or services that are rented.

5. And other rights in the legislation.

Renters Obligations

1. Follow the instructions and information provided in the use of land.
2. Act in good faith in making the lease transaction lease.
3. Pay in accordance with the agreement that has been determined.

Renters Rights

1. Get comfort, security, and safety in the use of land.
2. Achieve correct and clear information about the leased land.
3. Right to obtain compensation and good service.

7. Cultivation Rights

Right to cultivate typically used by BUMN and private companies on a plot of land so that the land became productive, profitable for the concerned company, and the communities around the site can opt to add nasinal economic turnaround. Land tenure as well as the right of land concessions.

Land Constitution in Indonesia do not justify extensive amount of land ownership because it deals with the lives of many people as stated in the preamble of the Constitution in 1945. That's why if there are companies that control vast amounts of land, they only used it as a land-use rights. This means the land remains state land, and managed temporarily by the mandated company.

The term of granting leasehold can be found in the provisions of Article 29 of

Constitution No. 5 of 1960. In the formulation of the article stated that:

1. Leasehold granted for a maximum period of 25 years.
2. For companies that require a longer time, they can be given maximum leasehold of 35 years.
3. At the request of the rights holder and given the state of the company, the period referred to in paragraph (1) and (2) of this Article may be extended by a maximum period of 25 years.

Based on the formulation of Article 29, as mentioned above, it can be seen that the leasehold granted for a period between 25 years to 35 years, provided the expiry of the period and leasehold to be extended for the next 25 year period.

The provisions concerning the duration and extension of leasehold further described in Article 8 of Government Regulation No. 40 of 1996 on leasehold, broking, and the land cultivation right. Article 8 states that:

1. The cultivation rights as referred in Article 6 shall be provided for a maximum period of 35 years and may be extended for a maximum period of 25 years.
2. After a period of leasehold and its extension ends as referred to in paragraph (1), the right holder may be granted renewal of leasehold in the same soil.

Based on the formulation of Article 8, it is known that the right to cultivate may be granted for a maximum period (forever) 60 years, with the following conditions:

1. The land is still cultivated according to the condition, the nature, and objective of granting rights. It is stipulated in Article 9 of Government Regulation No. 40 of 1996.

2. The terms of the provision of these rights are still catered by the rights holder.
3. Rights holders still qualify as rights holders.

Thereby, after the expiry of 35 years period with an extension for 25 years (totaling 60 years), right to cultivate is legally erased. With the elimination of the right to cultivate, does not mean that can not be updated. This is in accordance with the provisions of Article 9 and Article 10 of Government Regulation No. 40 of 1996 which states that the right to cultivate that has ended or deleted can be extended (President Republic of Indonesia, 1996).

CONCLUSION

Even though this article is just a simple written, but it is expected to provide an adequate explanation of the agricultural tenure and in South Sulawesi, especially on those in need. Of course mastery of agricultural land in South Sulawesi have differences with other regions because of land tenure regulation mechanism disposed in parallel between formal law and local customary law, with its respectivaley trademarks. Hopefully this article is usefull for those who in need. Amen.

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