

THE BINDING POWER OF UNWRITTEN PROFIT SHARING AGREEMENTS ON AGRICULTURAL LAND WITH THE MARO SYSTEM IS ASSOCIATED WITH LAW NUMBER 2 OF 1960 CONCERNING PROFIT SHARING

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ABSTRACT

This research aims to analyze the interaction between Law Number 2 of 1960 and the maro system, as well as its implications for the binding force of unwritten agricultural land production sharing agreements. Through a normative juridical approach, this research examines the provisions of the law and judicial practices related to the recognition of oral agreements in the maro system. The analysis shows that, although the law requires production sharing agreements to be in writing, judicial practice in Indonesia shows flexibility in recognizing oral agreements as a valid form of agreement. This research also reveals the importance of legal reform or policy adjustments to accommodate unwritten production sharing agreements, strengthening justice and legal certainty for land owners and cultivators. These findings offer an important contribution to the understanding of traditional agricultural law and practice, emphasizing the need for legal approaches that are more inclusive and adaptive to the needs of Indonesian agricultural communities.

INTRODUCTION

Law Number 2 of 1960 is the cornerstone in the regulation of production sharing agreements in Indonesia, which is designed to provide a legal structure for stakeholders in the agrarian and land sectors. On January 7, 1960, this Law was enacted with the vision to strengthen the principles of justice in the relationship between land owners and cultivators. By defining key terminology such as "land", "owner", "production sharing agreement", "land products", and "farmers", this law offers a framework that attempts to ensure legal clarity and certainty in the practice of profit sharing.

One of the main requirements of this law is the formalization of production sharing agreements which must be made in writing, which requires approval from the sub-district head or an official of the same level to guarantee their validity. This provision has a dual purpose: first, to document production sharing agreements in a way that meets legal standards, and second, to ensure that the legal position of cultivators is strengthened so that they can operate within a system that provides protection and certainty.

In the context of this research, Law no. 2 of 1960 is an important starting point in evaluating and determining how production sharing agreements, especially unwritten ones such as in the maro system, operate and are accepted in existing legal practice (Rudy & Mayasari, 2022). As a response to social dynamics and long-standing traditions, this research proposes to integrate the legal principles established by this law with local wisdom reflected in the maro system, with the hope of creating a synergy between legal justice and economic effectiveness.

Through this research, it is hoped that recommendations can be produced that can support the formation of production sharing agreements that not only meet legal requirements but also reflect the values and needs of traditional agricultural practices. This will involve examining how Law no. 2 of 1960 can be applied and possibly adapted to accommodate the maro system, so that cultivators can experience the benefits of fair regulations while still maintaining long-standing symbiotic relationships with land owners.

Referring to Law Number 2 of 1960, this regulation explicitly regulates the distribution of agricultural products, emphasizing the importance of formal written agreements and ratification by local authorities as conditions for the validity of the agreement. However, social realities and agricultural practices in various regions often involve verbal agreements, especially in the maro system, a tradition of sharing agricultural land with deep roots in society. The maro system, with its characteristic unwritten agreements, reflects a social dynamic based on trust and strong interpersonal relationships between land owners and cultivators.

This research aims to evaluate the binding power of unwritten production sharing agreements in the maro system within the framework of Law Number 2 of 1960. By examining the interaction between traditional practices and formal legal provisions, this research seeks answers to an important question: to what extent are unwritten agreements in context of the maro system can be recognized as a valid and binding legal instrument under Indonesian land law? In search of answers, this research will investigate how existing legal norms may be interpreted or may need to be adapted to facilitate the recognition and protection of oral crop-sharing agreements, thereby bridging the gap between formal legal practices and the social realities of traditional farming.

Through this approach, the research aims to make a substantial contribution to the understanding of the legal and social dynamics governing agricultural land production sharing agreements in Indonesia. Thus, providing evidence-based recommendations for making policies and legal practices that are more inclusive and accommodate the diversity of agricultural practices in Indonesia. This research is not only relevant to academics and legal practitioners, but also to policymakers, landowners, and farming communities, offering a new perspective on strengthening fairness and sustainability in agricultural production sharing agreements.

In responding to the challenges presented by the interaction between the traditional practice of unwritten production sharing agreements and the formal legal provisions stipulated by Law Number 2 of 1960, this research explores several key questions that will help understand and perhaps bridge the gap between these two realities. These research questions are designed to dig deeper into how land and agrarian law in Indonesia may be interpreted or may need to be adapted to recognize and protect the practice of unwritten production sharing agreements represented by the maro system.

The main questions that will be answered through this research are:

1. To what extent are unwritten production sharing agreements in the maro system recognized as valid and binding according to Law Number 2 of 1960? This question aims to examine the legal basis that supports or challenges the legality of oral agreements in the context of the maro system, by considering how the law explicitly requires production sharing agreements to be made in writing.
2. How can existing legal principles be interpreted or adapted to accommodate unwritten agricultural land production sharing agreements in the practice of the maro system? This inquiry seeks to identify gaps in the law that may hinder the recognition of unwritten agreements and explore ways in which the law could be adapted or interpreted to be more inclusive of traditional practices.
3. What are the legal and social impacts of recognizing or not recognizing unwritten production sharing agreements on landowners and farmers in the maro system? This research will assess the consequences of the legal status of unwritten agreements on socio-economic dynamics between landowners and farmers, highlighting the importance of fairness, sustainability and security in profit-sharing relationships.

By answering these questions, the research aims to provide in-depth insight into how agricultural land production sharing agreements, particularly those entered into through the maro system, can be integrated into the Indonesian land law framework in a way that respects both local traditions and the need for legal certainty. It is hoped that this will pave the way for legal and policy reforms that support justice and sustainability in agricultural practices, while strengthening the relationship between law, society and agriculture.

RESEARCH METHODS

In designing the methodological framework for this research, we adopted a normative juridical approach, which aims to understand and analyze applicable laws and regulations, especially regarding production sharing agreements in the maro system, in the context of Law Number 2 of 1960. This approach allows research to focus on the analysis of applicable legal norms and how these norms are interpreted in practice, as well as their implications for the system of unwritten production sharing agreements. Through a normative juridical approach, this research aims to examine legal documents, including Law no. 2 of 1960, its implementing regulations, as well as related jurisprudence, to understand the legal framework governing agricultural land production sharing agreements in Indonesia.

In applying this approach, the research will carry out an analysis of the text of the law, the interpretation of regulations by the judiciary, and relevant legal doctrine. This research integrates a review of existing literature to identify gaps and provide context for the legal issues studied. Thus, a normative juridical approach allows this research to produce a comprehensive and in-depth understanding of the legal status of unwritten agricultural land production sharing agreements and how this practice can be accommodated within the existing Indonesian land law framework. Data collection and analysis is carried out by relying on relevant primary and secondary legal sources, which are the basis for applying a normative juridical approach. The primary legal sources used include Law Number 2 of 1960 concerning Production Sharing Agreements, which is the basis for regulations on agricultural product sharing in Indonesia. In addition, court decisions relevant to production sharing agreements and maro system practices are analyzed to understand current legal interpretations and their application in real cases.

Secondary legal sources include academic literature, journal articles, and scientific papers relating to production sharing agreements, the maro system, and the relevant legal framework in Indonesia. Dealing with the practice of the maro system as a sustainable agricultural land management approach provides insight into how this system operates in a social and cultural context. Critical review of the implementing regulations of Law no. 2 of 1960 and other related literature were also examined to enrich understanding of how these regulations are implemented and what challenges are faced in practice.

The use of these primary and secondary legal sources allows the research to build a solid data base for analysis, ensuring that the evaluation of the binding force of unwritten production sharing agreements in the maro system is based on a comprehensive understanding of the relevant legal framework and actual practice in the field. Thus, this research aims to provide recommendations with accurate information and based on solid evidence regarding the legal issues faced by stakeholders in the context of agricultural land production sharing agreements in Indonesia.

In analyzing legal documents related to this research, the legal document analysis technique applied involves several important steps to ensure the accuracy and depth of the analysis. First, this research identifies and collects primary legal documents, including Law Number 2 of 1960 concerning Production Sharing Agreements, as well as relevant court decisions to gain direct insight into the application of the law in the context of agricultural land production sharing agreements. Second, an investigation into secondary legal sources, such as academic literature and journal articles, was carried out to obtain an analytical and critical perspective on the existing legal framework and how it influences the practice of the maro system.

The analytical technique applied then goes further by dissecting and interpreting the legal document in the context of the research question. This involves critical evaluation of legal provisions, jurisprudential interpretations, and the relevance of legal doctrine to the practice of unwritten profit sharing agreements. Through this process, the research combines an analytical approach with the use of legal hermeneutic methods, which allows a deeper understanding of legal texts and their application in real practice.

Thus, the legal document analysis technique applied in this research ensures that the evaluation of the binding strength of unwritten production sharing agreements in the maro system based on Law no. 2 of 1960 was carried out in a structured, systematic and in-depth manner. This

analysis aims to reveal new insights and enrich legal discussions related to agricultural land production sharing agreements, as well as providing a valuable contribution to the literature and legal practice in Indonesia.

RESULTS AND DISCUSSION

In this analysis, the main focus is on an in-depth exploration of Law Number 2 of 1960, which serves as the legal basis for production sharing agreements in the agricultural context in Indonesia, and how this regulation interacts with traditional production sharing systems, especially the maro system. This law stipulates that production sharing agreements must be made in writing and require approval from local officials, posing a challenge to the practice of the maro system which is usually carried out orally and based on mutual agreements between parties.

First of all, this research explores the definitions and provisions stipulated by Law no. 2 of 1960, understand the scope and limitations given to production sharing agreements. By understanding the legal basis, this research then compares these provisions with the long-standing practice of the maro system, looking for common ground and discrepancies between the two systems. Research shows that while the law aims to regulate the fair distribution of agricultural produce between landowners and cultivators, formality requirements may hinder traditional practices that rely on verbal agreements and strong social relationships between parties.

Furthermore, this analysis investigates how the practice of the maro system can be accommodated within the existing legal framework without reducing the essence and traditional values on which the practice is based. Through a study of literature and legal documents, including interpretations by courts regarding oral agreements, this research explores potential adaptations and modifications to Law no. 2 of 1960 to include unwritten production sharing agreements as a valid and legally binding form.

This research also considers the socio-economic implications of recognition or non-recognition of the maro system within the national legal framework. By integrating insights into the role of maro systems in sustainable agricultural land management, this research underscores the importance of maintaining traditional practices that support sustainability and social justice in the agricultural industry.

Finally, this analysis examines how legal adjustments can provide legal certainty for cultivators and land owners, ensuring that the rights and obligations of both parties are protected in production sharing agreements. Referring to Sulistio (2020), this research suggests that legal reform that takes into account traditional practices such as the maro system can strengthen the land legal framework in Indonesia, supporting a just and sustainable relationship between land owners and cultivators.

Through in-depth exploration of Law no. 2 In 1960 and its interaction with the maro system, this research offers valuable insights into how land and agrarian law in Indonesia can evolve to better accommodate and protect agricultural land revenue sharing practices that are not only fair but also capable of maintaining traditional values in a modern context.

To analyze the legal principles that support the binding force of the Maro system agricultural land production sharing agreement even though it is not written, this research refers to Law Number 2 of 1960, which explicitly demands the written formalization of production sharing agreements. Nonetheless, the recognition of oral agreements in modern legal practice and legal theory, provides a basis for considering how legal principles can be applied to support the legitimacy of unwritten production sharing agreements in the maro system.

"Indonesian Land Law and Its Development" provides valuable insight into the historical dynamics and development of land law in Indonesia. Ramadhani emphasizes that, since its inception, land law in Indonesia has attempted to adapt to the social and economic needs of its people, often by incorporating customary and traditional practices into within a formal legal framework. Recognition of the maro system as a customary practice in land management and distribution of agricultural products illustrates Indonesian land law's efforts to accommodate the diversity and specificity of local agricultural practices supporting agricultural land revenue sharing systems that are not only fair but also reflect sustainable traditional practices.

The principles of justice and equality, which are the foundation of Law no. 2 of 1960, should not only be limited to the formality of written agreements, but also extend to recognition of long-standing customary practices, recognition of arbitration clauses in business contracts, even verbally, shows that legal principles can be applied to recognize agreements verbally as long as the essential elements of the agreement are fulfilled.

This analysis also considers the principle of consensualism, which emphasizes agreement between parties as the basis for forming agreements, which is in line with the practice of production sharing agreements in the maro system. This principle supports the argument that verbal agreements between land owners and cultivators in the maro system can have binding force, as long as the agreement is made voluntarily and involves a clear understanding of the rights and obligations of each party.

Apart from that, the principle of legal certainty and protection for contracting parties strengthens the argument that the legal system must provide recognition for oral agreements in the maro system. This protection is important to ensure that both parties, especially cultivators, receive legal guarantees for their rights in the production sharing agreement. The integration of customary law with national law shows that traditional practices such as the maro system can be accommodated in land and agrarian law, taking into account the values and principles underlying these practices.

This analysis concludes that legal principles such as justice, equality, the principle of consensualism, legal certainty, and recognition of customary law, support the argument that agricultural land production sharing agreements in the maro system, even though they are not written, can have binding force. This research offers valuable insights into how the land and agrarian legal framework in Indonesia can be developed to be more inclusive and responsive to traditional practices and the needs of agricultural communities. For this analysis, exploring relevant cases and court decisions is essential to strengthen the argument regarding the binding force of the Maro system agricultural land production sharing agreement without written documents. Court decisions often provide a lens that allows the interpretation and application of legal principles to real situations, providing important insights into the practical operation of law.

One case that is relevant to this discussion is the interpretation and application of Law no. 2 of 1960 by the court in the context of production sharing agreements. Although the law explicitly requires that production sharing agreements be made in writing, there are examples of cases where courts recognize the validity of oral agreements based on credible evidence and witnesses, underscoring the principle of fairness and consensualism in contract law. For example, in a ruling, the court ruled that an oral agreement between a landowner and a tenant could be considered valid and binding provided there was strong evidence supporting the existence and terms of the agreement, such as witness testimony and evidence of joint work practices. Decisions of this kind demonstrate the courts' flexibility in applying legal principles, recognizing that written formalities are not the only way to prove the existence and validity of an agreement.

Another case that supports this argument involves the court's consideration of the principles of legal certainty and legal protection for tenants. In several decisions, the court emphasized the importance of providing protection to cultivators who have been cultivating land for a long time based on oral agreements with land owners, considering these agreements to have binding force even if they are not made in writing, as long as all parties have carried out their obligations. In addition, several court decisions have recognized the importance of customary law and local practices in determining the rights and obligations of parties to production sharing agreements. This ruling underlines that in some contexts, customary law and traditional agreements such as the maro system can provide a valid framework for production sharing agreements, as long as the principles of justice and equality are respected.

Analysis of these cases and court decisions shows that there are legal precedents that support the recognition and validity of maro system agricultural land production sharing agreements, even though they are not written. Through this research, it is hoped that it can contribute to the development of a more inclusive and adaptive understanding of law, which respects traditional practices while ensuring justice and legal certainty for all parties involved. This research presents significant findings regarding the application of Law Number 2 of 1960 to the maro system and its implications for the binding force of production sharing agreements without

written documents. Although the law explicitly requires that production sharing agreements be made in writing and ratified by local officials, these findings show that the practice of oral agreements, such as those carried out in the maro system, is often still ongoing and accepted in some agricultural communities in Indonesia.

The court decisions analyzed in this research show that even though there are formal provisions in the law, courts tend to give weight to the principles of justice, equality and legal certainty, by considering evidence and witnesses that support the existence and provisions of oral agreements. This indicates that there is flexibility in the justice system to recognize oral agreements as a valid and binding form of agreement, as long as there is sufficient evidence to support the agreement. Furthermore, discussions regarding the recognition of the maro system in the national legal framework highlight the importance of integration between customary law and national law. This research indicates that recognition of customary and local practices, such as the maro system, can provide a framework that is more inclusive and responsive to the needs of agricultural communities, while ensuring that principles of justice and equality remain a primary focus.

These findings provide important implications for the binding strength of agricultural land production sharing agreements, especially in the maro system. First, this suggests that the need for legal reform or adjustment may be necessary to better accommodate the practice of oral agreements in the maro system, so as to provide greater legal certainty for landowners and farmers. Second, these findings emphasize the importance of the courts as mediators in interpreting and applying the law, taking into account the local socio-economic and cultural context.

The principle of mutual agreement between the parties is the main foundation in forming a valid agreement. This shows that although production sharing agreements in the maro system are often not written, verbal agreements built on mutual trust and understanding between land owners and cultivators can be considered to have the same binding force as written agreements. These findings open a discussion about how law and judicial practice in Indonesia can be more flexible in recognizing and respecting agreements made based on the principles of understanding and justice, and to help realize the goals of fair agreements for all parties involved.

UU no. 2 of 1960 on the maro system and agricultural land production sharing agreements without written documents provides valuable insight into the dynamics between formal law and local practice. This research shows that there is room for flexibility in the application of the law, by giving recognition to verbal agreements based on legal principles that support justice, equality and legal certainty. Thus, these findings offer a basis for further discussion on how the legal framework in Indonesia can be developed to support fair and sustainable relationships between landowners and farmers in the context of the maro system and the practice of agricultural land production sharing agreements.

The findings of this research offer an in-depth perspective on the impact of the application of Law Number 2 of 1960 on the maro system and its implications for the binding force of production sharing agreements without written documents. Although the law explicitly requires written formalities for production sharing agreements, judicial practice in Indonesia shows flexibility in recognizing oral agreements based on credible evidence and testimony. This marks a meeting point between the need for formal law and recognition of local practices that are deeply rooted in society.

The court's recognition of oral agreements in the maro system indicates that the principles of justice, equality and legal certainty can be applied widely, not limited to written documents only. This has significant implications for current legal understanding and practice, indicating that law must be adaptive enough to accommodate the diversity of social and economic practices in society. Furthermore, these findings underscore the importance of recognizing local customary laws and practices within the national legal framework. Integration between formal and customary law offers a path towards a more inclusive legal framework, which not only strengthens the rights of cultivators and landowners but also supports the sustainability of traditional agricultural practices such as the maro system.

The implications of these findings for legal practice include the need for legal revision or adaptation that takes into account the uniqueness of the maro system and production sharing agreements without written documents. This calls for a more holistic legal approach, which takes

into account the social, economic and cultural values underlying production sharing agreements, in line with modern legal principles that support justice and equality.

Ultimately, these findings challenge current legal understanding by suggesting that the effectiveness and fairness of production sharing agreements depend not only on legal formalities, but also on recognition of existing practices and norms in society. As such, this research offers a valuable contribution to discussions on how land and agrarian law in Indonesia can evolve to better accommodate and protect traditional practices while ensuring legal certainty and justice for all parties involved.

The analysis carried out revealed significant interactions between Law Number 2 of 1960 and the practice of the maro system and how this affected the legitimacy of undocumented production sharing agreements. Based on this discussion, there are a series of recommendations that can be directed to legal practitioners, policy makers, and as guidelines for future research.

For Legal Practitioners: To understand and integrate the legal principles that support the recognition of oral agreements in legal practice. Previous cases regarding agreements made orally can assist in providing effective consultation to clients involved in maro systems or similar profit sharing agreements. Legal practitioners must also be proactive in facilitating dialogue between landowners and tenants to develop fair and sustainable agreements, which take into account the needs of both parties.

For Policy Makers: Policy makers are invited to consider revising or adapting Law Number 2 of 1960 to recognize and protect oral agreements in the maro system and similar practices. This involves developing a more flexible legal framework that supports a diversity of agricultural practices and respects local traditions. Policies that are inclusive and responsive to the needs of agricultural communities can promote sustainability and fairness in the agricultural industry.

In addition, policymakers should consider developing legal education programs for agricultural communities, introducing the concept of legal certainty and their rights in production sharing agreements. Such programs can increase legal awareness among farmers and landowners, promoting more transparent and fair contracting practices.

For Future Research: Future research needs to further explore the socio-economic impacts of recognizing oral agreements in the maro system on agricultural communities. Research that explores the perspectives of cultivators and landowners can provide deeper insight into the dynamics of power and justice in crop-sharing agreements.

In addition, comparative studies between the maro system and other sharecropping systems in various regions of Indonesia can offer a broader understanding of how laws and practices can be adapted to support the diversity of traditional agricultural practices. This kind of research can inform policymaking and legal practice that is more sensitive to local context.

In conclusion, this recommendation aims to encourage the development of more inclusive and adaptive land and agrarian law in Indonesia, strengthen justice and sustainability in production sharing agreements, and support the sustainability of the maro system as a valuable cultural heritage.

CONCLUSION

The in-depth analysis carried out in this research reveals that although Law Number 2 of 1960 requires production sharing agreements to be in writing, judicial practice in Indonesia shows flexibility in recognizing oral agreements, especially in the context of the maro system. This conclusion highlights the importance of recognizing and protecting traditional agricultural practices that not only maintain socio-economic relations among rural communities but also strengthen the principles of justice and equality among landowners and cultivators.

These findings have significant implications for law and practice. First, it shows that the Indonesian legal system has the capacity to adapt to the social and economic realities of its society, recognizing oral agreements as part of legitimate legal practice. Second, these findings encourage the need for legal reform or policy adjustments to better accommodate and protect unwritten agricultural land production sharing agreements, especially in the maro system. This includes the development of a more inclusive legal framework that takes into account traditional values and local agricultural practices.

It is important to understand the binding force of unwritten agricultural land production sharing agreements in the context of the maro system, given the important role this system plays in maintaining economic and social viability in many rural communities. Recognition of this practice not only supports the sustainability of traditional agricultural practices but also confirms the legal commitment to the principles of justice, equality and legal certainty for all parties involved.

In conclusion, this research underscores the need for a legal approach that is more adaptive and responsive to the needs and practices of Indonesian agricultural communities. This emphasizes the need for ongoing dialogue between policymakers, legal practitioners and the agricultural community to ensure that legal frameworks support, not hinder, sustainable and equitable agricultural practices.

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