

# COOPERATION AGREEMENT ON PERHUTANI LAND FOR THE UTILIZATION OF FOREST RESOURCES WITH THE COMMUNITY IN THE FOREST MANAGEMENT UNIT OF INDRAMAYU

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**Abstract.** *This study aims to analyze deviations in the cooperation agreement between Perhutani and tenant farmers in KPH Indramayu from a legal perspective. Using the positivist paradigm, this research focuses on the normative aspects and legal certainty in the implementation of the agreement. The method employed is a normative juridical approach, utilizing a qualitative descriptive model, which examines legislation, agreement documents, and relevant legal decisions. The legal issues analyzed in this study include violations of the pacta sunt servanda principle, legal uncertainty resulting from deviations in the agreement, and a lack of good faith in the implementation of cooperation. The arguments built emphasize the importance of strengthening regulations, enhancing supervision, and optimizing dispute resolution through both litigation and non-litigation approaches. The findings of this study are expected to contribute to the formulation of more effective policies in regulating forest management cooperation between Perhutani and tenant farmers.*

**Keywords:** *Agreement Deviations, Positivist Paradigm, Normative Juridical, Pacta Sunt Servanda, Perhutani, KPH Indramayu.*

## I. INTRODUCTION

Indonesia is an archipelagic country endowed with abundant natural resources, both on land and in its waters. The country's rich biodiversity reflects the unique characteristics of tropical ecosystems. According to a 2020 survey by the Ministry of Environment and Forestry (KLHK), Indonesia's forest area covers approximately 125.9 million hectares, accounting for 63.7 percent of the country's total land area. Forests play a strategic role in supporting human life, maintaining ecosystem balance, and ensuring environmental sustainability.

Across Indonesia, from Merauke to Sabang, many forest areas are managed by Perum Perhutani, particularly on the islands of Java and Madura. As a state-owned enterprise (BUMN), Perhutani is responsible for managing both production and conservation forests, striking a balance between resource utilization and environmental conservation. Forest management in Indonesia faces complex challenges, such as environmental degradation, land conflicts, and the tension between economic interests and conservation efforts. One of the solutions implemented is a partnership program between Perhutani and local farmers,

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facilitated through land-use-based contractual agreements. This scheme aims to enhance the well-being of communities living near forest areas while ensuring the sustainable conservation of forest resources.

Article 33, paragraph (3) of the 1945 Constitution of Indonesia states that "the land, waters, and natural resources contained therein shall be controlled by the state and utilized for the greatest benefit of the people." In this context, Perhutani's management of forest areas reflects the constitutional mandate to ensure that forest resources provide fair and sustainable benefits. Through cooperation with farmers, Perhutani grants access to land utilization, enabling farmers to cultivate the land productively while improving community welfare and preserving the environment.

Forest management in Indonesia adheres to the principles of sustainability, community welfare, and economic continuity, as stipulated in Law No. 41 of 1999 on Forestry. Within this framework, Perum Perhutani, through its Board of Directors' Decree No. 1446/KPTS/DIR/2019, has established guidelines for cooperation with local farmers. This policy aims to optimize land use, reduce agrarian conflicts, and improve farmers' welfare in forest areas. The positivist paradigm serves as the theoretical foundation for assessing the implementation of this policy based on empirical data and applicable legal provisions. However, the implementation of these land-use-based contractual agreements is not without legal challenges. One of the primary issues is contract violations, particularly in the form of unauthorized land transfers to third parties without official approval from Perhutani. Such practices contradict the terms of the agreement, which require all parties to adhere to the written contract as the legal foundation of their relationship. Other violations include land use that exceeds the agreed-upon purposes or suboptimal land management, which can result in economic and environmental losses.

A comprehensive analysis of the implementation of these cooperation agreements is therefore necessary. This study aims not only to evaluate the extent to which contracts have been executed in accordance with legal provisions but also to propose solutions for enhancing supervision and legal enforcement. This approach is expected to address various challenges in forest management, ensuring both ecological sustainability and long-term community empowerment. This study examines the legal implications and consequences resulting from breaches of the cooperation agreements between Perhutani and local farmers in KPH Indramayu.

## Research Objectives

The objectives of this study are:

1. To identify various forms of breaches occurring in the implementation of the agreements, including violations of contractual terms, unauthorized land transfers, land disputes, and non-compliance with existing legal regulations.
2. To analyze the legal consequences of these breaches, both for Perhutani as the forest management entity and local farmers as contractual participants.
3. To explore available dispute resolution mechanisms within Indonesia's legal framework and assess the effectiveness of existing solutions in practice.

4. To provide legal and fact-based recommendations that support more transparent, equitable, and sustainable forest management.

By addressing these issues, this research aims to contribute to the development of more effective policies for regulating forest management cooperation between Perhutani and local farmers.

## II. RESEARCH METHOD

This study employs the positivist paradigm, which emphasizes legal analysis as binding written norms that must be consistently adhered to. This paradigm is relevant in examining forest management cooperation agreements, as the law is viewed as an objective system of rules that can be empirically tested and provides legal certainty. Through this paradigm, the study aims to identify the legal impacts and consequences of deviations in cooperation agreements, analyze problem-solving solutions due to contract violations, and evaluate dispute resolution mechanisms based on applicable legal provisions.

The research adopts a normative juridical approach, which examines law as a system of norms written in legislation, legal doctrines, and court decisions. This approach is used to analyze the legal basis for forest management, including Law No. 41 of 1999 on Forestry, Law No. 11 of 2020 on Job Creation, as well as regulations from the Ministry of Environment and Forestry and other relevant laws. Additionally, this approach examines the normative aspects of cooperation agreements, including the legality of the accords, the rights and obligations of the parties, and dispute resolution mechanisms within the applicable legal framework.

The research is qualitative descriptive, aiming to provide a comprehensive and in-depth depiction of the implementation of cooperation agreements between Perhutani and tenant farmers. The study not only examines legal aspects but also analyzes the social, economic, and environmental impacts resulting from the implementation of these agreements.

To obtain accurate and comprehensive data, this research employs a range of data collection techniques, including document study, in-depth interviews, and field observations. The document study involves analyzing legislation, cooperation agreements, and related legal literature to understand the legal foundation and regulations governing the cooperation between Perhutani and the community. In-depth interviews are conducted with Perhutani officials, tenant farmers, and local government authorities responsible for forest management to gain direct perspectives on the implementation of the agreement, the challenges encountered, and the applicable solutions. Meanwhile, field observations involve direct monitoring of forest areas managed under the cooperation scheme, recording forest management practices, and identifying issues such as unauthorized transfer of cultivation rights, land conflicts, and environmental degradation.

The collected data will be analyzed using qualitative descriptive methods with the following steps: (1) Data reduction, which involves selecting, simplifying, and categorizing data based on relevant themes; (2) Data presentation, which organizes data into a narrative format for systematic and easy comprehension; and (3) Conclusion drawing, which interprets the research findings by linking empirical data and legal theory to achieve a deeper understanding of the cooperation agreements between Perhutani and tenant farmers.

By integrating normative analysis and empirical data, this research aims to provide legal recommendations grounded in factual field conditions, thereby supporting more sustainable and participatory forest management.

#### IV. DISCUSSION OF RESEARCH FINDINGS

The principle of *Pacta Sunt Servanda* is a fundamental concept in contract law, emphasizing that every legally binding agreement must be respected and adhered to by all parties involved. This principle ensures legal certainty in contractual relationships, binding the parties to fulfill their obligations as mutually agreed upon. In Indonesian civil law, this principle is stipulated in Article 1338(1) of the Civil Code, which states that all legally made agreements shall be binding for the parties involved. Thus, an agreement has the same binding power as formal legal rules and cannot be unilaterally altered or disregarded without mutual consent. *Pacta Sunt Servanda* implies that every agreed-upon contract must be executed in good faith. The parties must not engage in actions that could harm the other party or violate the contract terms. However, while this principle emphasizes adherence to agreements, its implementation must still comply with prevailing legal norms. Article 1337 of the Civil Code asserts that a contract must not contradict laws, morality, or public order. This means that although an agreement is binding, its validity must remain within legal bounds and not be used for unlawful or detrimental purposes.

In practice, violations of *Pacta Sunt Servanda* can result in legal consequences, including civil penalties or dispute resolution through litigation or alternative non-litigation mechanisms. For instance, if one party breaches the contract, the other party has the right to demand performance, compensation, or annulment of the agreement under applicable law. Thus, the application of this principle aims not only to ensure legal certainty but also to uphold fairness in contractual relationships and prevent contract abuse that may harm one party.

##### 1. Legal Consequences of Cooperation Agreement Deviations

One significant consequence of deviations from cooperation agreements is the emergence of legal repercussions for the involved parties. Generally, these legal consequences may include breach of contract (*wanprestasi*), unlawful acts (*perbuatan melawan hukum* or PMH), contract violations, and criminal offenses.

First, *wanprestasi* occurs when one party fails to fulfill its obligations as agreed upon in the contract. In the case of cultivation rights deviations, for instance, transferring cultivation rights to another party without Perhutani's consent can be classified as *wanprestasi* under Article 1243 of the Civil Code. Consequently, the aggrieved party, in this case, Perhutani, may demand compensation or termination of the contract.

Second, unlawful acts (PMH) often arise from contract deviations. The sale of land not privately owned by tenant farmers can be categorized as PMH under Article 1365 of the Civil Code. This action not only harms Perhutani as the landowner but also risks legal conflicts with third parties who unlawfully purchase the land.

Third, contract violations lead to administrative sanctions or termination of cooperation agreements. Breaching contractual clauses, such as failing to comply with the cultivation period or land utilization terms, may prompt Perhutani to take legal action against non-

compliant tenant farmers. In some cases, Perhutani may impose fines or revoke cultivation rights for farmers violating the agreement.

Additionally, in certain situations, contract deviations may constitute criminal offenses. If fraud or embezzlement elements are found in land transactions, the responsible party may be subject to Articles 372 and 378 of the Criminal Code. For example, suppose a farmer deliberately sells cultivated land to a third party under the pretense of full ownership rights. In that case, this action may be classified as embezzlement and penalized under applicable law.

## 2. Legal Solutions to Address Cooperation Agreement Deviations

To address deviations in cooperation agreements, strategic measures involving relevant stakeholders are necessary.

First, strengthening supervision and monitoring systems should be prioritized. Perhutani must enhance oversight of agreement implementation by deploying dedicated personnel to ensure that tenant farmers comply with the agreed-upon terms.

Second, stricter sanctions should be applied to contract violators. This may include administrative penalties, such as revoking cultivation rights for non-compliant farmers, and legal enforcement against parties engaging in fraudulent or embezzling activities.

Third, reinforcing the registration system for cultivation rights through more systematic documentation can help minimize land ownership conflicts and prevent future disputes.

Fourth, increasing legal education and public awareness for tenant farmers is essential. Many contract violations occur due to a lack of understanding regarding agreement terms. Therefore, periodic outreach should be conducted to inform all parties of their rights and obligations under the contract.

Ultimately, mediation and negotiation should be prioritized before resorting to legal action. Mediation can serve as a faster and more effective solution in resolving disputes between Perhutani and tenant farmers, fostering mutually beneficial agreements.

By implementing these solutions, it is hoped that deviations in cooperation agreements between Perhutani and tenant farmers in KPH Indramayu can be minimized, ensuring a more transparent, fair, and sustainable land management system.

## CONCLUSION

Based on the analysis conducted, deviations in the cooperation agreement between Perhutani and tenant farmers in KPH Indramayu are caused by a lack of supervision, weak administration, and low adherence to legal regulations. These deviations affect social, economic, and legal aspects, ultimately leading to conflicts and losses for the parties involved. From a normative juridical perspective, these violations reflect a failure to uphold fundamental principles of contract law, such as *pacta sunt servanda*, Legal Certainty, and Good Faith.

To address these issues, concrete measures are needed, including strengthening supervision, enforcing stricter sanctions, and improving the administrative system for land use rights to minimize conflicts. Additionally, mediation and fair dispute resolution approaches are necessary to ensure that the agreement functions as intended—enhancing the welfare of tenant farmers while safeguarding Perhutani's interest in forest conservation.



## RECOMMENDATIONS

To mitigate deviations in the cooperation agreement between Perhutani and tenant farmers in KPH Indramayu, a comprehensive strategy is required. This includes strengthening supervision mechanisms, enhancing legal education for farmers, and drafting more precise and more detailed agreements. The government and Perhutani must tighten oversight of agreement implementation by involving law enforcement authorities to address any violations. Furthermore, intensive socialization efforts should be conducted to educate farmers about their rights and obligations, ensuring they understand the legal implications of their actions. Beyond legal approaches, conflict resolution can also be pursued through persuasive methods such as dialogue and mediation. Perhutani can collaborate with farmer organizations or independent legal institutions to provide legal assistance for tenant farmers, ensuring their rights are protected. With stricter and more transparent regulations, along with synergy among all stakeholders, deviations in agreements can be significantly reduced. This will foster a fairer, more harmonious, and sustainable cooperative relationship between Perhutani and the tenant farming community.

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