Third Party Legal Protection Against Investors Does Not Release the Building Rights After Termination of Contracts for Business Sites

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Abstract
Legal Protection for Third Parties (Occupants: Tenants) Facing Investors who do not relinquish Building Rights After the Termination of Contract Agreement for Morning Market Business Sites in Tegal City is needed. This paper uses a normative juridical research method. The main data sources of this study come from the results of decisions and documents relating to the problems faced by traders, especially those who received complaints and were sued by Investors, including decisions between the city government and investors. Based on the results of the study it can be concluded that the role of the city of Tegal to protect traders is very important as a form of legal protection for the actions of investors against the occupants of the morning market stalls block B and C morning market in Tegal City. The Tegal City Government as having legal rights and relations (compensation/ peace agreement) after terminating the contract for the place of business with the Investor to collect the obligation of the Investor to give up his rights in a preventive and repressive manner (making a claim) to the investor to carry out its obligations as agreed surrender (release) the right to use the building.

Keywords: Legal Protection; Business Place Contracts; Building Use Rights

Introduction
The growth of a region is strongly influenced by the role of the private sector, especially in the Development sector, especially for regions that have limited capital. The limited capital (financial) of a region, becomes a regional obstacle in developing its region, especially the physical development sector. So those regions are often found to take steps by collaborating with private parties as partners in the development of a region.
One form of cooperation between the Regional Government and the Private Sector includes: Business Place Contracts are agreements held between the Regional Government and Investors, where the Regional Government provides a piece of land with Management Rights (HPL) and allows to establish business premises while building buildings these are borne by investors. In "Contracts for business premises", the regional government obtains the principal achievements of the building of business premises and additional achievements from investors. This additional achievement is in the form of one or the building of things as follows: Construction of certain buildings other than the building of business premises, the right to manage or participate in managing business premises, the right to withdraw fees from traders who occupy the place of business, the right to reimbursement lost during the construction period, the right to collect parking at the place of business (Nurhayati and Mertokusumo, 1996). Business Place Contracts are carried out by means of regions providing a piece of land with certain rights (Management Rights/ HP) that allow for certain businesses while building it is left to the private sector in terms of mutual benefit. It was stated that: All costs of completing the building where the business is intended are the responsibility of a third party. Part of the business that is built is utilized and managed by the private sector while the other government uses the status of the HGB above. HPL, the building is included in the regional inventory. To the private sector, full authority is given to managing the building for the duration of the HGB provided, all of the buildings become the property of the area after the end of the HGB concerned (Kumotoromo, 1999).

Cooperation implementation does not always run smoothly, especially when the parties to the cooperation agreement do not carry out their obligations as agreed upon until a unilateral cancellation occurs. This always causes losses so that potential problems arise until the dispute in the Court.

As in the implementation of the Contract of Business Agreement for Places that occurred in the construction of the Tegal City Morning Market did not run smoothly. In 1991, the Government of Tegal City with Investors / Private Partners formed a contract agreement for the Tegal Morning Market Business Place. The cooperation agreement between the Government of Tegal City and the investor has been ratified by the Minister of Home Affairs and thus has fulfilled as stipulated in the Minister of Home Affairs Regulation Number 3 of 1986 concerning regional capital participation in third parties, from which the agreement has been perfectly valid for both parties.

Each party has included its capital in the construction of the morning market in the city of Tegal. In the agreement, investors were given building rights over
management rights and were given the right to sell and market the morning market kiosks in the city of Tegal.

The contract implementation for the Tegal morning market place of business runs imperfectly because the Investor did not finish the overall construction of the kiosk and the morning market, the investors have just built Blocks B and C while Block A has not been completed as promised. Since the completion of the construction of blocks B and C, the Investor has managed all the kiosks in the block, both rented and sold to traders.

Around 2002, the Tegal City Government canceled the contract agreement, with consideration of the principal because the second Party (private) could not carry out development so that it had caused losses to the community, especially to providers of public interest for trade activities as well as the Tegal city government which was hampered building the city.

The Tegal City Government was sued by the Investor because of the party’s termination without compensation. The claim/case up to the review in a decision that has permanent legal force The Tegal City Government was declared to have committed an unlawful act due to the termination of the contract for the place of business without compensation, the investigating judge sentenced the Tegal City Government to pay compensation to the Investor. However, after compensation was paid by the Tegal City Government, the Investor did not surrender/release all of his Rights such as the Right to Build (HGB) and Management Rights in accordance with the compensation agreement made between the Investor and the Tegal City Government. As a result of the release of the voluntary use rights by investors to the Tegal City Government, the residents of the morning market stalls in Tegal City Block B and C were reported to the Police because they occupied a kiosk without paying rent to the Investors besides the Traders were sued one by one to pay rent and vacate it to Investors who are still making claims as Rightsholders and also as Managers of Stalls for Morning Market Traders in Tegal City Block B and C as in the number 1/Pdt.GS/2018/PN. Civil Code decision, Date, Number 3/Pdt.GS/2018/PN.Tgl, Civil Court Decision Number 7/Pdt.GS/2018/PN.Tgl Jo. Decision on Objection Number 7 Pdt.G.S./2018/PN.Tgl. the importance of legal protection for occupants, especially tenants who are faced with laws that are sued and complained by Investors, which in fact should disengage their buildings after obtaining compensation from the Tegal City government, the importance of legal protection for residents, especially tenants who are faced with laws that are sued and Investors who are actually supposed to relinquish their buildings after getting compensation from the Tegal city government.
The goals to be achieved with this research are as follows: To analyze legal protection for residents (tenants) of Investors/Managers after the termination of the Contract of Business Agreement, but have not relinquished Building Use Rights. In addition, the purpose of this study is also to analyze the release of building rights over management rights before the expiration date.

This research is expected to provide information and contribution of thought in the development of knowledge in the field of law in relation to the legal protection of occupants with lease status after termination of contracts for business places or similar cooperation agreements, besides the results of this study are expected to provide benefits to increase knowledge for intruders in particular and for the readers (community) in general, and especially can be used as a reference for the parties implementing contractual agreements for business places or similar, namely the government and investors as well as traders and other third parties such as kiosk traders, morning market kiosks, Tegal City.

**Research Problems**

Based on the background described above, the formulation of the problem that can be stated in writing is how the third party’s legal protection (Occupants: Tenants) Morning Market Kiosk to Investors/Managers after the termination (expiration) of the Contract for Business Place, but has not released the Use Rights Building? And the next question is how should the Building Use Rights status obtain from Management Rights, after the termination of the Contract Agreement for the Business Place?

**Research Method**

The approach method used in this study is normative juridical or legal research which only examines library materials so that it is also called library legal research (Soekanto and Mamudji, 1996). Normative legal research is also called doctrinal legal research. In this type of legal research, conceptualizing the law as what is written in the laws and regulations (law in the book) or the law is conceptualized as a rule or norm which is a benchmark of human behavior which is deemed appropriate with the legislative approach.

The research used is descriptive, which is further explained by Rony H. Soemitro descriptive research is Research that in addition to describing the conditions, objects, or events also certain beliefs will be drawn conclusions from the object of the problem associated with legal theories and practices positive law concerning the problem Soemitro, 1988). The connection with the research that
the researchers did was to describe the application of legal protection to Third Parties as (Occupants: Tenants) towards Investors Not Releasing Building Use Rights After the Termination of Contract Agreement for Business Sites.

Discussion

About the Agreement/ Contract

Before entering into a contract for a place of business the author first describes the agreement. The term engagement is known as verbintenis, there are Indonesian terms, namely agreements, agreements, and stomachs, while overeenkomst terms are defined as agreements and agreements (Soeroso, 2011). Article 1233 of the Civil Code states that: 'Every engagement is born, both because of agreement, both because of the law'. Book III of the Civil Code does not provide a formula for engagement. Engagement is a legal relationship between two people or two parties, based on which one party has the right to demand something from another party (creditor) and the other party is obliged to fulfill that demand (debitor) (Subekti, 2002) or in other words, if there is a "verbintenis" or "contract", then there is an action in which the parties concerned (interest) "elkaar binden" (mutually binding), giving rise to a "bond" that applies between them (Suryatin, 1981).

Subekti states that an agreement is an event in which a person promises to another person or where two people promise each other to do something. On the other hand, Asikin Kusumaatmadja stated that the relationship between agreements and agreements can be compared with events and not events. Agreements are events and engagements are the result of events. The meaning of an event is an event referred to in a legal event that gives rise to legal consequences. thus, the agreement arises as a result of the agreement and can also be derived from the law, which is further divided into only legal and law-based commitments, both according to the law and according to illegal acts (Prodjodikoro, 1959).

M. Yahya Harahap defines an agreement as a relationship between legal property or property between two people (parties) or more that gives the power of the right to one party to obtain achievements and at the same time obliges other parties to fulfill these achievements. The definition illustrates that in an agreement there are several elements of building it, namely: legal relations; rights; and obligations (achievements). The legal relationship in the agreement is a legal relationship that is desired by the parties, not a legal relationship which is born by itself or is born because of the law. For example, relationships in family property. In the legal relationship of family property, by itself, a legal relationship arises
between a child and his parents’ wealth as stipulated in inheritance law, both Islamic inheritance law and western civil inheritance law (Harahap, 1986).

Article 1313 of the Civil Code is an act where one person or more ties himself to one or more other people. Another opinion expressed by Sudikno Mertokusumo, an agreement is a legal relationship between two parties which gives rise to rights and obligations on an achievement. This means that one party has the right to achievement, while the other party is obliged to fulfill the achievement (Adonara, 2014). The parties that enter into a free agreement to determine the object of the agreement, the form of the agreement, and the legal system where the agreement will be subject to and the mechanism that will be taken if there is a problem in the future related to the agreement that has been made.

The agreement is one of the main sources that gave birth to the engagement. Engagement originating from an agreement is desired by two people or one party that makes an agreement, while the engagement born from the law is made on the basis of the will that is interconnected with human actions consisting of two parties (Suharnoko, 2014).

In the Civil Code determines some of the principles of the agreement including: First, Article 1315 in the Civil Code regulates the principle of personnel, namely a person can only commit himself to an agreement. Second, In the Civil Code Article 1338 paragraph 1 concerning the principle of freedom of contract means that all agreements that are legally made apply as laws for those who make them. This principle stipulates that every person is free to enter into any agreement and in any form. It is known that the agreement adheres to an open system because the treaty law provides the widest possible freedom to the public to enter into agreements containing anything, provided that it does not violate public order and morality (Subekti, 2002). Third, Good faith in Article 1338 confirms that the agreement must be carried out in good faith. Good faith in a subjective sense implies someone’s honesty, namely the reason someone takes legal action. while good faith in the agreement must be based on norms of compliance or things that are deemed appropriate to compliance in the community (Syamsudin, 1985). Fourth, The principle of consensual which states that an agreement has occurred or was born since the creation of an agreement between the parties, meaning that an agreement has existed and has legal consequences with the creation of agreement from the parties regarding the main matters and no formality is needed (Mertokusumo, 1984). This is contained in Article 1320 of the Civil Code regarding the legal terms of the agreement, namely an agreement on those who bind themselves in an agreement. According to this principle, an agreement has been
born and formed when the parties reach an agreement on the subject of the agreement. The form of the consensual principle in writing is one of them is the signatures of the parties who made the agreement. The signature functions as an agreement and agreement on the place, time and content of the agreement made (Patrik, 1962).

Types of agreements, as stipulated in Article 1319 of the Civil Code form the types of agreements stating 'All agreements, whether they have a special name or which are not known by a certain name, are subject to general regulations, which are contained in this chapter and last chapter. From Article 1319 of the Civil Code it can be concluded that an agreement can be grouped into two, namely: An agreement which by law is given a special name or agreement named (benoemde/nominaatcontracten), namely agreements known as certain names and have special arrangements in Constitution (Satrio, 1992). and the Agreement in law is not known by a certain name or an unnamed agreement (onbenoemde/innominat contracten), namely agreements that have not been specifically regulated in law.

Regarding the legal terms of the agreement stipulated in Article 1320 of the Civil Code, namely: Subjective conditions, if the subjective conditions are violated where the agreement made can be canceled. Subjective conditions consist of provisions: An agreement means an agreement or free will among the parties regarding the main points desired in the agreement. In this case, the parties must have the free and voluntary ability to bind themselves. Free here means free from oversight (dwaling), constraint (dwang), fraud (bedrog). This is also regulated in Article 1321 of the Civil Code where the agreement becomes invalid if the agreement occurs because of an error, coercion or fraud; The exhaustion of the parties, basically everyone is considered capable of carrying out legal actions unless determined to be incapable of law according to the law (required to be mature or married or not under guard). The objective requirement, if this objective condition is violated by an agreement, the agreement or contract is declared null and void. The following are some provisions of the objective conditions: A certain matter, the object of the agreement is the achievement which is the subject of the relevant discussion. Achievements can be actions to give something, do something, or not do something. According to article 1333 of the Civil Code, the object of the agreement must cover the principal of a certain item whose type can be at least determined A reason for a halal clause, in Article 1337 of the Civil Code a lawful reason is that if it is not prohibited by law it does not conflict with public order and mismanagement. Because the halal itself describes the contents of the agreement along with the objectives to be achieved by the parties.
About Contracts for Business Sites  

Business Place Contract is an agreement that is held between the regional government and investors, where the local government provides a plot of land with management rights (HPL) and allows to establish a business place, while the building is borne by the investor (Nurhayati and Mertokusumo, 1996).

In the contract for the place of business, the local government obtains the principal achievements in the form of building a place of business along with additional achievements from investors. These additional achievements can be in the form of one or a combination of the following: construction of certain buildings other than the building of business premises, the right to manage or participate in managing business premises, the right to withdraw fees from traders who occupy the place of business, the right to withdraw retribution from the traders who occupy the place of business, the right to reimburse fees lost during the construction period, the right to collect parking at the place of business. For the reimbursement of costs incurred by investors to build the building, investors have the right to manage parts of the business that are the right of investors. In this management, investors have the right to transfer part or all investor rights to third parties. At the end of the agreement period, all buildings and facilities attached to the building will be handed over to the regional government (Nurhayati and Mertokusumo, 1996).

A contract for a business place is a mixed agreement that has a special feature characterized by a combination of elements of a lease agreement to hire and chart work. The elements of the lease agreement contained in the contract for the place of business are as follows: A. There is a plot of land owned by the local government which is enjoyed by investors; B. There is a certain period of time in the enjoyment of the land; C. There is a form of compensation for services delivered by investors to local governments; D. The investor has the right to extend the rent and even has the right to sell parts or all parts of the building that are the right of the investor (Nurhayati and Mertokusumo, 1996). The element of the agreement on the contracting of work in a contract for the place of business can be seen from the appointment of an investor by the regional government to build or rebuild a business building. The legal basis for contracts for business premises is the Minister of Home Affairs Regulation No. 3/1986 concerning regional capital participation in third parties, which at the moment has been revoked, but there are still contracts for the place of business (Nurhayati and Mertokusumo, 1996).

If the contract for a business place is observed, it is similar to the type of Build Operate Transfer (BOT) contract, namely that the party buying it provides land for the construction of the project and the contractor who provides the funds.
The difference is that in the contract for the place of business, the local government as the buying party sometimes participates in the operation of the building, while in the type of BOT, the buying party does not participate in handling the building of the building (Nurhayati and Mertokusumo, 1996).

Employment Contract Agreement is regulated in Book III of the Civil Code concerning Engagement (van verbintenissen) Chapter VII A concerning agreement to do work, Article 1601 b KUH Perdata, which states that: Job Contracting is an agreement, with one party, the contractor ties himself to organize a job for another party, the party that buys it, by accepting a specified price. The content of the article is one of the obligations/achievements part of the contract for the place of business, namely in carrying out development work. thus the contract agreement is one element of the contract for the business place while the other element is operation/management.

**Contract Implementation for Tegal City Morning Market Business Place.**

In 1991, the Government of Tegal City with Investors/Private Partners formed a contract agreement for the Tegal Morning Market Business Place. The cooperation agreement between the Government of Tegal City and the investor has been ratified by the Minister of Home Affairs and thus has fulfilled as stipulated in the Minister of Home Affairs Regulation Number 3 of 1986 concerning regional capital participation in third parties, from which the agreement has been perfectly valid for both parties.

Each party has included its capital in the construction of the morning market in the city of Tegal. In the agreement, investors were given building rights over management rights and were given the right to sell and market the morning market kiosks in the city of Tegal.

The contract implementation for the Tegal morning market place of business runs imperfectly because the Investor did not finish the overall construction of the kiosk and the morning market, the investors have just built Blocks B and C while Block A has not been completed as promised. Since the completion of the construction of blocks B and C, the Investor has managed all the kiosks in the block, both rented and sold to traders.

Then around 2002 the Government of Tegal City terminated cooperation with the consideration that the Investor was unable to carry out the construction of the Block A Morning Market in Tegal City so that it had caused losses to the community especially for providing public interest facilities for trade activities and the Tegal city government namely the development of the city.
Termination made by the Government of Tegal City was not followed by compensation to the Investors for the costs incurred as in the contract agreement for the place of business, so that in 2003 the Investor filed a lawsuit against the Government of Tegal City to demand compensation for costs that had been issued for the construction of the morning market in Tegal City. Based on the permanent legal force (inkracht van gewijsde), namely in the decision to reconsider the Tegal city government was sentenced to provide compensation to the Investors due to the termination of the Cooperation Contract for Business Sites.

In 2015, between the Government of Tegal City and the Private Sector/ Investors had entered into a peace agreement (agreement 181/001, 181/002, 181/003) along with the payment of compensation in the principal agreement was about: (Investor/ Private) got compensation related to the morning market in the City of Tegal, as well as an agreement on surrendering all the Right to Use for Building the Morning Market in Tegal City to the Tegal City government.

Since the payment of compensation for the Morning Market is given by the Tegal City Government to Private Investors, the Right to Build Building on the morning market stalls of Tegal City has not been fully handed over, new Investors submit 25 (twenty-five) Right to Use the Morning Market Kiosk Building in Tegal City.

Termination made by the Government of Tegal City with no compensation to the Investor/ Private for the costs incurred in the construction of the morning market in Tegal City, is an act that is detrimental to the investor and is not in accordance with the contractual agreement for business place in Article 8 cancellation/ termination/ transfer of the Tegal City government must provide compensation to the Investor/ private sector. The judgment of Judging Investigation Back in the case referred to the judge Judex Juris (appeal level) who sentenced the Tegal City Government to pay compensation to the Investor/ Private. The agreement is a law for both of them to see the fact that the construction of the Tegal morning market is unilaterally terminated without being accompanied by compensation as agreed upon by the parties in the contractual agreement for the place of business in the contract. compensation to the Investor/ Private. The birth of the peace agreement in 20015 (agreement 181/001, 181/002, 181/003) is an improvement in the implementation of article 8 contract for the place of termination/ cancellation accompanied by payment of compensation so that the termination of the contract for the place of business has been completely ended. the Tegal City government should have full rights to get all the morning market stalls in the city of Tegal, but this has not been fully done by the Investor/ private sector. This makes a new problem for morning market traders block B and C, which
is leased because Block B and C warriors hope to pay kiosks to the Tegal City government because the lease rates applied are more affordable for them.

**The concept of Legal Protection**

Salmond stated that the law aims to interact and coordinate various interests in society because, in traffic of interest, protection of certain interests can only be done by limiting various interests on the other hand. The interest of law is to take care of human interests so that the law has the highest authority to determine human interests that need to be regulated and protected. Legal protection sees the stages of legal protection born from a legal provision and all legal regulations given by the community which is basically community agreements to regulate behavior relations between members of the community and between individuals and the government that is considered to represent the interests of the community (Rahardjo, 2000).

Philipus M. Hadjon stated that legal protection is legal protection is the protection of rights and dignity, as well as recognition of human rights owned by legal subjects based on legal provisions of arbitrariness. Legal protection for people consists of preventive protection and repressive legal protection. Preventive legal protection is legal protection aimed at preventing disputes. So that the efforts made are more focused on minimizing the occurrence of problems. While repressive legal protection is protection that aims to resolve problems or disputes that arise. This protection will only be carried out when the agreement takes place. Thus the protection provided is emphasized in efforts to seek dispute resolution in order to defend the rights of the parties (Hadjon, 1987).

Satjipto Rahardjo, legal protection is to provide guidance on human rights (HAM) that are harmed by other people and that protection is given to the community in order to enjoy all the rights granted by law. Law can be used to realize protection that is not only adaptive and flexible, but also predictive and anticipatory. Law is needed for those who are weak and not strong socially, economically and politically to obtain justice (Raharjo, 2000).

According to Lili Rasjidi and I.B Wysa Putra that the law can be functioned to realize protection which is not only adaptive and flexible, it also provides prediction and antipatience. Legal protection is an illustration of the working of the legal function to realize legal objectives, namely justice, benefit, and legal certainty. Legal protection is a protection given to legal subjects in accordance with the rule of law, both preventive and repressive, both written and unwritten in order to enforce legal regulations. According to Sjachran Basah (Rasjidi and Putra, 1993).
The urgency of Legal Protection and Loss of Third Parties (Occupants: Tenants) Post Termination of Contracts for Business Sites.

Implementation of compensation payments after termination of the contract for the morning market place of business in the city of Tegal, Investors/private companies have not handed over/ released the right to use the building to the Tegal City government. Around 2017, the traders (occupants: Tenants) of the morning market stalls in the city of Tegal Block B and C were reported one by one by the Investors in the relevant police who did not pay for the occupied/occupied kiosks. This makes it uncomfortable for traders because of traders (Occupants: Kiosk Tenants).

In 2018, Investors sued several residents of the morning market blocks B and C with the legal standing that was used was a contractual cooperation agreement for business places with the city government of Tegal in 1991 with the Right to Use Building (HGB). Whereas in the lawsuit the occupants of the kiosk were sued on a default basis (kiosk rental).

Based on the results of interviews with traders (Occupants: Tenants) stalls block b and block c some kiosk peddlers do not pay the rent of their kiosks to pay the rent to investors since the Tegal city government gave the notice to pay the rent to the Tegal city government or around 2005, initially Para The pedestrian pays to the private sector. However, traders feel that they have never made an agreement into a deed related to leasing to investors, the rental rates applied by the Tegal city government according to the traders can be reached by them compared to investors.

The private sector sued the traders one by one by entering into a simple case model. From the suit filed by the Investor, a brief description of 3 (three) cases was decided which in essence was considered and the decision was stated that the occupants of the kiosk were defaulting even though the Investors/Plaintiffs could not submit proof of the lease agreement. the place of business between the investor and the Tegal city government submitted includes the HGB which should be returned.

One of the traders filed an objection to the case decision No. 7 Pdt.G.S./2018/ PN.Tgl. who stated that he had defaulted and vacated the place especially related to acknowledging (legal standing) of the Plaintiff/Investor in the Morning Market of Tegal City, in one of the reasons for the objection of the Merchant (Occupants: Tenants) was the existence of an intrinsic problem with all stalls b and c, namely the obligation of the Plaintiff (Investor) to return the Block B and C Market Stalls in the Morning Market of Tegal City to the Government of Tegal City. The panel of judges at the objection level assessed the reason for the
objection filed by the Petitioner was proven. The Judge's level of objection granted the objection and stated that the Plaintiff/private party's claim was not accepted.

From these facts, the author argues that the existence of a contractual agreement for the place of business has ended since the Government of Tegal City with Investors made an agreement on peace and compensation for the issue of cancellation of the contract for the place of business. However, the existence of Investor complaints and Investor claims against traders (residents: Tenants) of block B and C kiosks to pay rent and vacate kiosks is a form of loss for residents to leave their merchandise must face Investors, therefore (legal) protection is needed for them.

On Decision on Objection Case Number 7 Pdt.G.S./2018/ PN.Tgl. Investor's claim against one of the traders was declared unacceptable, with one of the judges' considerations being that there were essential issues for all stalls of blocks B and C, namely the obligation of the Plaintiff (Investor) or Respondent of Objection to return the Block B and C market stalls to Tegal City, from this point the judge of the objection level is clear according to the author looking at the rights of Tegal City/Tegal City Government over all the stalls of Block B and C of Tegal City.

**Obtaining and removing Building Use Rights according to law.**

Building use rights is one of the other land rights stipulated in the Basic Agrarian Law. According to the provisions of Article 35 of the Agrarian Basic Law which determines the following: First, Right to Use Building is the right to establish and have buildings on land that is not his own, with a maximum period of 30 years. Second, At the request of the right holder and keeping in mind the needs and conditions of the buildings, the period referred to in paragraph (1) can be extended for a maximum of 20 years. Third, Building Use Rights can be transferred and transferred to other parties. Article 35 paragraph (1) stipulates that Hak Guna Bangunan means that it is the right to establish and own a building on land that is not his own with a fixed period of time.

Article 35 paragraph (1) stipulates that Hak Guna Bangunan means that it is the right to establish and have a building on land that is not his own with a predetermined period of 30 years (R. Roestandi Ardiwilaga, SH in Harun Al Rashid, SH, 1987: 30). The owner of the building is different from the owner of the rights to the building's land was established. This means that the holder of the Right to Build is different from the holder of the Right to Ownership in the area of land where the building was established, or in a more general sense, the building rights
holder is not the holder of the Right of Ownership (Kartini Mulyadi & Gunawan Widjaya, 2007: 190).

The concept of the Law on the Release of Rights can be found in the LoGA in articles 27, 34 and 40, which regulates the reasons for the abolition of property rights (HM), business use rights (HGU) and building use rights (HGB). Because these rights are removed because of voluntary surrender by the owner and because they are released by the rights holders before the time ends (Swasta, 2015).

The Right of Mastery of the State is one form of control of land originating from the constitution of the Republic of Indonesia, which is based on article 33 paragraph (3) of the 1945 Constitution which reads: Earth and Water and Natural Property contained within it and used as much as possible for the prosperity of the people. Hierarchy of Tenure Rights in land in national land law, namely: a. The Right of the Indonesian Nation referred to in Article 1, as the highest right of ownership, civil and public; b. Mastery rights of the State referred to in article 2, solely a public aspect; c. Ulayat rights of customary law communities referred to in article 3 with civil and public aspects; d. The rights of individuals/individuals all of which are civilized consist of Rights to land as individual rights all of which are directly or indirectly sourced from the rights of the nation referred to in articles 16 and 53. Endowments, namely property rights which has been represented by article 49. Guarantees for land are called mortgages in articles 25, 33, 39 and 51 (Swasta, 2015).

The principles that apply in the National Land Law to the Mastery rights granted to landholders include: 1) The control and use of land by anyone and for any purpose, must be based on Land Rights provided by the National Land Law; 2) Mastery and use of land without any basis of rights, are not justified and even threatened with criminal sanctions; 3) Mastery and use of land based on the rights provided by the National Land Law, are protected by law against any interference from any party, whether by fellow members of the community or even by the authorities, if the disturbance is not a legal basis; 4) The law provides legal facilities to protect the disturbances that occur through Civil Lawsuits addressed to the District Court or requesting protection from the Regent / Mayor, if the disturbance is carried out by fellow community members. If the disturbance occurs because of being carried out by the Ruler, the complaint is carried out through the State Administrative Court (PTUN). 5) In normal circumstances, if the Right to Death is needed by anyone and for any interest included in the public interest, the acquisition of land which is claimed by a person must be through deliberation to reach an agreement, both regarding the surrender of land to the needy and the compensation must be received by the holder of the land rights concerned; 6)
Under normal circumstances, the acquisition of land carried out by parties who need land may not be by force (coercion) in any form and by anyone and including in the case of compensation that is not approved by the owner of the Land Rights. Likewise, that applies in Article 1404 of the Civil Code concerning Payment Offer followed by Consignment in the District Court; 7) In a forced state, if the land is owned by someone, is needed for the public interest, and is not possible to use other land, together with that the deliberations that have been carried out do not produce agreements, can be carried out forcibly, in the sense of not approval is needed with holders of land rights, through the revocation of rights stipulated in Law No. 20 of 1961; 8) Efforts to obtain or take over Land Rights, either through agreement or revocation, the Land Rights Owner, has the right to receive compensation or compensation not only regarding land, buildings and plants, but also losses others due to the surrender of the land concerned; 9) As a result of the Revocation of Land for this public interest, it must not cause the holders of Land Rights to experience a setback, both in the social and economic fields (Kumotoromo, 1999).

How should the Building Use Rights end, after the termination of the Contract Agreement for the Tegal City Morning Market Business Place

Land that can be provided with Building Use Rights. According to G. Kartasapoetra, building usufructuary is the right to establish and own buildings on land that is not his own, with a maximum period of 30 years. In addition to land that is controlled by the state, building use rights can also be given to someone’s land (G. Kartasapoetra, 1992). Concerning the granting of building use rights have been stipulated in the provisions of Article 21 of Government Regulation No. 40 of 1996 stipulates that it is stated that the land that can be granted with Right to Build is: State Land; Land of Management Rights; Ownership Land.

Provisions regarding Building Use Rights granted on state land and Management Right land are further stipulated in the provisions of Article 22 of Government Regulation No. 40 of 1996 stipulates that: (1): Right of Use for Building on State land is granted with a decision to grant rights by the Minister or appointed official. (2): Building Use Rights on Management Rights land granted by the decision of granting rights by the Minister or appointed official based on the proposal of the Management Right holder. (3): Provisions regarding the procedure and conditions for application and granting of Building Use Rights on State land and on Management Right lands shall be further regulated by a Presidential Decree.
That basically the Building Use Right granted on State land or Management Right land is granted based on the decision of the Agrarian State Minister / Head of the National Land Agency, taking into account the provisions stipulated in the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency No. 3 of 1999 concerning Delegation of the Authority for Granting and Cancellation of Decisions on the Granting of State Land Rights, specifically the provisions in Article 4.

One more thing to note is that, if this is not done, the provisions of Article 40 of the Basic Agrarian Law jo. Article 36 Paragraph (2) The Basic Agrarian Law determines Building Use Rights be deleted because of: a.) The expiration date; b) terminated before the expiration date due to a condition not fulfilled; c.) released by the right holder before the expiration date; d.) revoked in the public interest, e.) abandoned; f.) the land is destroyed; g.) provisions in Article 36 paragraph (2).

Acquisition of Building Use Rights obtained by the Investor above Management Rights as a Contract for the Morning Market Business Place of Tegal City above the Management Right granted by the Tegal City Government. thus the acquisition of Building Use Rights occurs based on the existence of sourced management rights for the implementation of contractual cooperation agreements for business places. Investors as holders of Building Rights from Management Rights over morning market stalls in the city of Tegal block B and C have been going on since the establishment of the building which was also managed before the termination of the contract for the place of business. However, the contract for the place of business was decided by the Tegal City Government without any compensation to the Investor. Then ended the dispute in the court which in the end the decision of the judge who had the power of law remained punished to compensate the Investor, then in 2015 peace and compensation payments were realized. Investors have received compensation and since being paid should have given the Right to Build but until now it has not been fully handed over. When referring to the norms of Article 40 letter c/ d the Basic Agrarian Law is released by the right holder before the period expires or is revoked in the public interest. The condition of the letter c if the investor is voluntary but if for the public interest it should be revoked especially the interests of the community (the morning market of Tegal City), especially the occupants of the stalls B and C in order to be protected. Obtaining building usufructuary rights over management rights is the implementation (achievement) that comes from a contract for the place of business because the acquisition of building rights comes from the granting of management rights to the Tegal City government. Termination of the termination of the contract for the place of business is a form of the expiration of the contract.
prematurely so that rights such as management rights followed by the right to use the building should also end because these rights are implemented sourced from the Contract for Business Sites.

Conclusion

From the above, a conclusion can be drawn, Legal Protection against (Occupants: Tenants) who are dealing with Investors who do not fulfill their obligations to release Building Use Rights will cause harm to residents for Occupants who must deal with disputes and leave their activities to deal with disputes (lawsuits) including the worst impact of the demand for emptying kiosks/shops occupied by kiosk residents whose building rights have not been released by the Investor. The role of the Tegal City Government as having legal rights and relations (compensation/peace agreement) with the Investor to collect the obligation of the Investor to give up his rights in a preventive and repressive manner (making a lawsuit) to the investor to carry out his obligations as agreed upon, giving up use of the building. The role of the government to protect traders is very important as a form of legal protection for investors’ actions against residents of the morning market stalls, block B and C, the morning market in Tegal City.

Building Use Rights status obtained from Management Rights, after termination/expiration of Contracts for Business Sites. Obtaining building usufructuary rights over management rights is the implementation (achievement) that comes from a contract for the place of business because the acquisition of building rights comes from the granting of management rights to the Tegal City government. Termination of the termination of the contract for the place of business is a form of an expiration of the contract prematurely so that rights such as management rights followed by the right to use the building should also end because these rights are implemented sourced from the Contract for Business Sites.

Suggestions

Suggestions Researchers about arrangements for cooperation contracts between the Government and Investors/Private Sector need to pay attention to third parties, especially the community, who have the potential as an impact on the contracts made.
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