

Borobudur Law and Society Journal
ISSN: 2809-9664
Vol. 5 No. 1 (2026)
pp: 39-50
DOI: https://doi.org/10.31603/8027

UNIMMA PRESS
UNIVERSITAS MUHAMMADIYAH MAGELANG

Compensation for Land Rights in the Lapindo Mudflow Case under National Agrarian Law

Nisrina Nur Latifa[1], Fatma Ulfatun Najicha[2*]

[1] Faculty of Law, Universitas Sebelas Maret, Surakarta, Indonesia
[2] Faculty of Law, Universitas Sebelas Maret, Surakarta, Indonesia
[*]Corresponding author email: fatmanajicha_law@staff.uns.ac.id

Abstract

Since 29 May 2006, hot mud erupting from the drilling site of PT Lapindo Brantas in Porong, Sidoarjo, has submerged homes, farmland and industrial land and left the owners' rights uncertain, which engages the protection of property in Article 28H(4) of the 1945 Constitution. This article asks which rights to land the mudflow affected, whether Article 27 of the Basic Agrarian Law, under which ownership ends when land is destroyed, defeats the owners' claims, and who owes compensation and on what legal basis. It is normative legal research that uses statutory, conceptual and case approaches to legislation, court decisions and scholarship, analysed qualitatively; no interviews or fieldwork were conducted. The analysis finds that the mudflow impairs ownership (hak milik), building rights (HGB) and cultivation rights (HGU); that Article 27 does not extinguish the claims, because it presupposes natural destruction while the cause of this event was contested and the state itself treated the rights as continuing; and that compensation rests on separate bases, namely the company's obligations under Presidential Regulation No 14 of 2007 and tort liability, and the state's budgetary and supervisory duties. Payment remains partial and disputed. Compensation should reflect the full replacement value of the rights lost, with the state guaranteeing payment where the company does not.

This work is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License

Keywords

Compensation; Property; Agrarian; Lapindo; Mudflow; Liability

Introduction

The Lapindo mudflow began when hot mud erupted from the drilling site of PT Lapindo Brantas in Balongnongo hamlet, Renokenongo village, Porong, Sidoarjo. Since 2006 the mud has covered a widening area. It has flooded homes, farmland and industrial land in three sub-districts, forced residents to be evacuated and kept

them from returning, and disrupted economic activity across East Java. Litigation did not settle responsibility. The Indonesian Forum for the Environment (WALHI) sued in the South Jakarta District Court, which in December 2007 rejected the claim, reportedly on the ground that the eruption was a natural phenomenon;[1][2] a suit by the Indonesian Legal Aid Foundation (YLBHI) against the government and the company also failed, and the Supreme Court dismissed its cassation appeal on 3 April 2009 because the grounds merely repeated the arguments already put to the lower courts.[3] It is often said that the Supreme Court held the event to be a natural disaster whose loss falls on the state budget, but the reports traced for this study record the natural-phenomenon reasoning only for the first-instance WALHI judgment, and the decision cannot be identified by number; this article therefore relies on that ruling and on the reported dismissal of the YLBHI appeal, not on a Supreme Court finding about the cause. Later, the Constitutional Court decided that treating victims differently according to whether their land lay inside or outside the area mapped by the government was unequal, and the Court's Chief Justice explained that the state must ensure that all victims are compensated, while payment for land inside the map remains the company's obligation.[4]

This study treats the case as a question of land law. Land law is the body of written and unwritten rules governing rights of control over land, both as a legal institution and as a concrete legal relationship, with public and private aspects.[5] The private aspect is legal control over land where physical control may lie with another person; the public aspect is the state's control under Article 33(3) of the 1945 Constitution and Article 2 of the Basic Agrarian Law (UUPA).[6][7] Opinion on the case is divided. Some argue that rights to land are lost when the land is destroyed by a natural disaster. Others argue that the rights survive and that PT Lapindo Brantas must pay compensation for the rights of the Porong residents that were infringed. The study asks: (1) which rights to land were affected in the Lapindo case; (2) whether Article 27 UUPA, which ends ownership when land is destroyed, defeats the owners' claims; and (3) on what legal basis, and by whom, compensation is owed. Its

---

[1] IHW, "Dinilai Akibat Fenomena Alam, Hakim Tolak Gugatan Walhi" (27 December 2007), online: *Hukumonline* <https://www.hukumonline.com/berita/a/dinilai-akibat-fenomena-alam-hakim-tolak-gugatan-walhi-hol18236>.

[2] Wahana Lingkungan Hidup Indonesia v PT Lapindo Brantas et al, No 284/Pdt.G/2007/PN Jaksel (South Jakarta District Court, December 2007).

[3] "Mahkamah Agung Tolak Kasasi YLBHI" (29 May 2009), online: *Hukumonline* <https://www.hukumonline.com/berita/a/mahkamah-agung-tolak-kasasi-ylbhi-hol22136/>.

[4] Decision No 83/PUU-XI/2013 (Constitutional Court of Indonesia, 26 March 2014).

[5] Muhshin, Imam Koeswahyono & Soimin, *Hukum Agraria Indonesia dalam Perspektif Sejarah* (Bandung: Refika Aditama, 2014) at 117.

[6] Constitution of the Republic of Indonesia 1945, art 33(3).

[7] Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria [Law No 5 of 1960 on Basic Agrarian Principles] (Indonesia), art 2.

purpose is to answer these questions from the law now in force and to state the standard that compensation should meet.

Earlier studies approach the case from different angles. Warsini examined compensation for land ownership in Sidoarjo in the light of environmental pollution by PT Lapindo Brantas.[8] Minanda and Juniati reviewed the disaster through the constitutional rights of the victims, asking whether existing rules reflect those rights, how they work in practice and how they are enforced.[9] Maulidia, in a psychology thesis, assessed distributive justice from the standpoint of the victims.[10] These works predate most of what now defines the dispute: the amendments to Presidential Regulation No 14 of 2007, the Constitutional Court's decision of 2014, the state's loan to the company and the dissolution of the Sidoarjo Mudflow Management Agency (BPLS). They also do not confront Article 27 UUPA, which provides that ownership ends when land is destroyed. This article adds an analysis of that provision, a separation of the different legal bases on which the company and the state owe compensation, and a standard of adequate compensation drawn from the rights actually lost. It does not claim new empirical data on payments.

Research Method

This is normative legal research with a descriptive-diagnostic design: it describes the legal position and then identifies the causes of the legal problem. It uses a statutory approach, a conceptual approach to the notions of land rights, destruction of land and compensation, and a case approach to the court decisions on the mudflow. No interviews or fieldwork were conducted. Primary legal materials are the 1945 Constitution, the Basic Agrarian Law, Government Regulation No 40 of 1996 on cultivation, building and use rights (since replaced by Government Regulation No 18 of 2021, which the authors have not analysed in detail),[11] the Civil Code, the environmental legislation, Presidential Regulation No 14 of 2007 on the Sidoarjo Mudflow Management Agency and its amendments, and the court decisions mentioned above.[12] Secondary materials are books, journal articles and a student thesis on land rights and the Lapindo case. Tertiary materials are the

[8] Nini Warsini, "Ganti Rugi Kepemilikan Hak atas Tanah Masyarakat Kabupaten Sidoarjo Akibat Pencemaran Lingkungan oleh PT Lapindo Brantas" (2008) 38:4 *Jurnal Hukum & Pembangunan*.

[9] Evy Flamboyan Minanda & Tria Juniati, "Tinjauan Hak Konstitusional terhadap Korban Bencana Lumpur Lapindo" (2011) 8:3 *Jurnal Konstitusi* 343, DOI: <10.31078/jk835>.

[10] Maulidia, A S, *Penilaian Keadilan Distributif Menurut Korban Bencana Banjir Lumpur Lapindo di Sidoarjo* (Undergraduate Thesis, Universitas Islam Negeri Sunan Ampel Surabaya, 2018) [unpublished].

[11] Peraturan Pemerintah Nomor 40 Tahun 1996 tentang Hak Guna Usaha, Hak Guna Bangunan dan Hak Pakai atas Tanah [Government Regulation No 40 of 1996 on Cultivation Rights, Building Rights and Use Rights over Land] (Indonesia).

[12] Peraturan Presiden Nomor 14 Tahun 2007 tentang Badan Penanggulangan Lumpur Sidoarjo [Presidential Regulation No 14 of 2007 on the Sidoarjo Mudflow Management Agency] (Indonesia).

Indonesian dictionary (KBBI) and similar reference works. The materials were collected by library research and analysed qualitatively by interpreting the provisions and decisions and relating them to one another. News reports from national outlets (Hukumonline, CNN Indonesia, CNBC Indonesia, Tempo) were used only to establish dates, reported figures and the public positions of the parties; they are not treated as proof of legal facts, which are taken from the instruments and decisions themselves wherever these could be traced. The diagnostic step asks, for each affected right, what the law provides and why that provision has not produced adequate compensation. It identifies four causes: the contested cause of the event; the unsettled status of land buried under mud; the division of liability between the company and the state; and a valuation that follows the price of land and not the value of the rights lost.

Results and Discussion

Rights to Land under the Basic Agrarian Law

Rights to land are those that give the holder authority to use, in the sense of controlling, using and taking benefit from, the land. They derive from the state's right of control in Article 2 of the UUPA. Article 4(1) provides that, on that basis, rights to the surface of the earth, called land, may be granted to and held by persons, alone or together with others, and by legal entities.[13] Articles 16 and 53 group the rights into three kinds: permanent rights, which exist as long as the UUPA applies (ownership, cultivation rights, building rights, use rights, lease for buildings, the right to clear land and the right to collect forest products); rights to be created by statute, which do not yet exist; and temporary rights that are to be abolished soon because they contain elements of exploitation (pledge, profit-sharing, lodging and agricultural lease). The list is limitative, but new rights may be created by statute.[14][15]

Ownership (hak milik) is governed by Articles 20 to 27. Article 20(1) defines it as the hereditary, strongest and fullest right that a person can have over land. Because land is a basic human need, ownership may be exercised only by Indonesian citizens and by designated legal entities, and the land must not be used in a way that harms others, must be used according to the nature of the right, must balance private and

[13] UUPA, *supra* note 7, art 4(1).
[14] *Ibid*, arts 16, 53.
[15] Putri Indah Ayuningutami & Fatma Ulfatun Najicha, "Kajian Hukum terhadap Ketentuan dan Prosedur Peralihan Waris Hak atas Tanah" (2021) 10:2 *Repertorium: Jurnal Ilmiah Hukum Kenotariatan* 208, DOI: <10.28946/rpt.v10i2.1534>.

public interests, and must be maintained to prevent damage.[16][17] Article 27 lists the grounds on which ownership ends: the land falls to the state through revocation under Article 18, voluntary surrender, abandonment or the rules on foreign ownership, or the land is destroyed (*tanahnya musnah*), for example by natural disaster.[18][19]

A cultivation right (HGU, Articles 28 to 34) is a right to carry out agriculture, fishery, livestock or plantation activity on land directly controlled by the state, for individuals in an area of between five and 25 hectares, and for legal entities a minimum of five hectares up to a maximum set by the minister. It is lost when the term expires, when it is cancelled for breach, when it is surrendered, revoked or abandoned, or when the land is destroyed. A building right (HGB, Articles 35 to 37) is a right to erect and own buildings on land that belongs to another, for a term of up to 30 years, extendable by up to 20 years under Government Regulation No 40 of 1996, and it may be held on state land, management land or ownership land. It is used for housing, offices, shops and industry.[20][21] Government Regulation No 40 of 1996 has since been replaced by Government Regulation No 18 of 2021, so the terms and renewal rules for these rights should be read from the current regulation; the rights themselves, and the grounds on which they end, remain those of the UUPA. Article 27 matters here because it treats destruction of land as ending ownership, and the same ground is repeated for the other rights. That provision is the strongest argument that the residents' rights were extinguished, and the next section addresses it.

Rights Infringed in the Lapindo Case

The mud has covered the homes of Porong residents for years, and this strikes at ownership itself, since ownership is the closest legal relationship between a person and land. By Article 20(1) of the UUPA ownership is hereditary and the strongest and fullest right, so it continues during the owner's life and passes to heirs. Not only ownership but also cultivation and building rights were infringed. Land is generally used for two purposes, for enterprise and for building, and both purposes have been lost: the land has changed form, and homes and shops built on it no longer function. The harm is therefore to the use and value of the right, not only to the physical soil.

---

[16] UUPA, *supra* note 7, arts 20–26.

[17] Arvin Asta Nugraha, I Gusti Ayu Ketut Rachmi Handayani & Fatma Ulfatun Najicha, "Prinsip Partisipasi dalam Pengadaan Tanah untuk Kepentingan Umum terkait Tata Kelola Lingkungan" (2021) 7:2 *Jurnal Hukum De'Rechtsstaat* at 186.

[18] UUPA, *supra* note 7, art 27.

[19] Irawan Soerodjo, *Kepastian Hukum Hak atas Tanah di Indonesia* (Surabaya: Arkola, 2003) at 58.

[20] UUPA, *supra* note 7, arts 28–37.

[21] PP 40/1996, *supra* note 11, art 21.

Three questions determine whether these rights survive. The first is the cause. The claimants allege that negligence in drilling caused the eruption; the first-instance court in the WALHI case accepted the defence that it was a natural phenomenon, and the Supreme Court dismissed the YLBHI cassation without examining the evidence.[2223] The Tempo report that the National Commission on Human Rights described the case as a crime shows that the characterisation was disputed, but a press report of an opinion is not evidence of cause.[24] This article does not resolve the technical question and it does not need to: it treats negligence as the claimants' allegation, not as an established fact, and shows that the owners' position does not depend on it. No finding of an independent expert body or official investigation that establishes negligence was available to this study.

The second question is Article 27 UUPA. Its ground of destruction (*tanahnya musnah*) is written for land that ceases to exist as land, for instance through erosion or inundation by the sea, and it assumes that the loss is natural and the owner has no one to hold responsible. Three features of this case point the other way. First, the land still exists beneath the mud; what has been lost is its use. Secondly, the state itself treated the rights as continuing: Presidential Regulation No 14 of 2007 required the company to buy the land and buildings of residents inside the affected area, which presupposes that those residents held rights capable of being bought.[25] Thirdly, the Constitutional Court treated the victims as holders of claims whose unequal treatment was unconstitutional, not as former owners with nothing to claim.[26] Where destruction is attributed to a third party, the loss of the right is a harm to be compensated, not a ground for forfeiting the claim. The better reading of Article 27 is therefore that it records the end of ownership in a purely natural loss and does not bar compensation for a loss with an identifiable cause, whether the cause is later found to lie with the company, in the state's regulation of the drilling, or in a disaster for which the state has accepted responsibility. This is the authors' interpretation, not a holding of any court.

The third question is delineation. The government fixed an Affected Area Map dated 22 March 2007 and made different arrangements for land inside it, which the company must buy in instalments, and for land outside it, for which later

---

[22] WALHI v Lapindo Brantas, *supra* note 2.

[23] "Mahkamah Agung Tolak Kasasi YLBHI", *supra* note 3.

[24] Tempo.co, "Komnas HAM: Kasus Lapindo Adalah Kejahatan" (14 August 2012), online: *Tempo.co* <https://nasional.tempo.co/read/423492/komnas-ham-kasus-lapindo-adalah-kejahatan>.

[25] Peraturan Presiden Nomor 48 Tahun 2008 tentang Perubahan atas Peraturan Presiden Nomor 14 Tahun 2007 tentang Badan Penanggulangan Lumpur Sidoarjo [Presidential Regulation No 48 of 2008 amending Presidential Regulation No 14 of 2007] (Indonesia), art 15.

[26] Decision No 83/PUU-XI/2013, *supra* note 4.

amendments allocated state funds, including three villages in Jabon sub-district.[27][28] Delineation does not itself transfer title. It fixes who pays and by what route. Whether a right holder has been paid and has surrendered title depends on the individual purchase agreement; this study did not have access to those agreements or to the land registers, and it cannot state how many titles have been transferred.

Compensation for Land Ownership

This article criticises the first-instance treatment of the case: the judgment did not weigh the legal facts, did not set out the elements of loss on the basis of legal justice and did not properly consider the evidence submitted by the plaintiffs. The event can be compared with floods, which are never purely natural because human acts such as dumping waste and cutting trees contribute. The residents claim compensation from PT Lapindo Brantas, the basis of the claim being the prohibition on unlawful acts in Article 1365 of the Civil Code. That article requires an unlawful act, fault, damage and causation. Damage is plain: land, homes and businesses are lost. The other three elements are the difficulty, because the first-instance court accepted that the cause was natural, which negates both fault and causation, and the claimants carry the burden of proving them.[29][30] Environmental law offers a second route. Strict liability for environmental harm, which requires no proof of fault, has existed in Indonesian environmental legislation since Law No 23 of 1997 and, in Law No 32 of 2009 on Environmental Protection and Management as amended by the Job Creation legislation, is retained in Article 88 for activities that use or produce hazardous substances or pose a serious threat to the environment, although the amendment removed the express words that no proof of fault is needed and commentators dispute what remains. Whether drilling falls within that class, and which version of the law applies to an event of 2006, are questions this study cannot settle from the sources, and they are left open.

On the amount, the literature on the case relies on Article 16(1) and Article 17 of Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency No 1 of 1994, which lists factors that affect the price of land (location, type of right, status of control, designation, suitability of use, infrastructure, facilities and environment) and assesses value by type of right, with percentages for ownership, cultivation, building and use rights. That regulation implemented Presidential

[27] Perpres 48/2008, *supra* note 25, art 15.

[28] Peraturan Presiden Nomor 37 Tahun 2012 tentang Perubahan Keempat atas Peraturan Presiden Nomor 14 Tahun 2007 tentang Badan Penanggulangan Lumpur Sidoarjo [Presidential Regulation No 37 of 2012, fourth amendment of Presidential Regulation No 14 of 2007] (Indonesia).

[29] Kitab Undang-Undang Hukum Perdata [Civil Code] (Indonesia), art 1365.

[30] WALHI v Lapindo Brantas, *supra* note 2.

Decree No 55 of 1993 on land acquisition for public-interest development, which was replaced in 2005 and later by the land acquisition law of 2012 and its implementing regulation.[31] The percentages could not be checked against the regulation and are not reproduced here. More important, that instrument concerns acquisition of land for development projects, and the purchase of residents' land by the company was governed by Presidential Regulation No 14 of 2007 and its amendments, which provide for purchase of land and buildings inside the affected area. The valuation formula in the 1994 regulation is therefore at most a comparison. Table 1 sets out who pays under the instruments that did govern.[32][33]

Table 1. Who owes compensation for land affected by the mudflow, and on what basis

Group of right holders	Party responsible	Basis
Residents and businesses inside the Affected Area Map of 22 March 2007	PT Lapindo Brantas, which buys land and buildings in instalments	Presidential Regulation No 14 of 2007, art 15, as amended by No 48 of 2008
Residents outside the map (including three villages in Jabon sub-district)	The state, through the state budget	Presidential Regulation No 48 of 2008 and No 37 of 2012
All victims, including those inside the map	The state must ensure that the company pays; the company remains liable for payment inside the map	Constitutional Court Decision No 83/PUU-XI/2013
Tort claimants against the company	PT Lapindo Brantas, if unlawful act, fault, damage and causation are proved	Civil Code, art 1365; environmental law (strict liability)

Source: compiled by the authors from the instruments and decision cited in the text.

Implementation of compensation is problematic. The usual problems are fixing the price and value of land and providing a decent replacement livelihood, because the value of a right is wider than its material and economic value and other values must be weighed. The company, through PT Minarak Lapindo Jaya, a company in the Bakrie group, paid in stages, and as late as 2019 a non-governmental organisation described the compensation as demeaning because it resembled a land sale, whereas what was lost was not only land but the residents' future.[34][35] The state has also paid. The Ministry of Finance reported a loan of about Rp773 billion to the company and its affiliate for compensation, which fell due on 10 July 2019 with only a small repayment made; the sums reported differ between outlets,, and the figure should be checked against the audit report of the Supreme Audit Agency.[36] By 2022 the Sidoarjo Mudflow Management Agency had been dissolved and its tasks moved

[31] Keputusan Presiden Nomor 55 Tahun 1993 tentang Pengadaan Tanah bagi Pelaksanaan Pembangunan untuk Kepentingan Umum [Presidential Decree No 55 of 1993 on Land Acquisition for Development in the Public Interest] (Indonesia).

[32] Perpres 14/2007, *supra* note 12.

[33] Perpres 48/2008, *supra* note 25, art 15.

[34] Warsini, *supra* note 8.

[35] CNN Indonesia, "13 Tahun Lapindo, LSM Sebut Ganti Rugi Masih 'Hina' Korban" (30 May 2019), online: *CNN Indonesia* <https://www.cnnindonesia.com/ekonomi/20190529140201-92-399472/13-tahun-lapindo-lsm-sebut-ganti-rugi-masih-hina-korban>.

[36] CNN Indonesia, "Sri Mulyani Bakal Tagih Terus Utang Lapindo" (15 July 2019), online: *CNN Indonesia* <https://www.cnnindonesia.com/ekonomi/20190715144200-532-412237/sri-mulyani-bakal-tagih-terus-utang-lapindo>.

to the Ministry of Public Works and Housing, and legislators were still debating whether state funds should also pay victims inside the map.[37] Because the sources available are news reports, this study cannot give the total paid and unpaid or the number of households affected, and those figures remain to be established from the agency's records and the audit reports. The legal bases should be kept apart. The company's liability is civil and, if the environmental provisions apply, statutory, and in addition it has the purchase duty set by the presidential regulation. The state's duty is administrative and constitutional: it arises from the budget allocations for areas outside the map and from the duty to ensure that victims are compensated, which the Constitutional Court recognised.

Comparison with Earlier Research

The findings differ from earlier work in three ways. Warsini framed the question as compensation for pollution by the company,[38] and Minanda and Juniati as one of the constitutional rights of victims;[39] this article shows that those two strands lead to different obligations, the first resting on the company's civil, statutory and regulatory duties and the second on the state's. It also meets the argument from Article 27 UUPA, which those works do not address, and finds that it does not bar compensation where the destruction has an identifiable cause and the state has itself treated the rights as continuing. Finally, Maulidia's study looks at the fairness of distribution from the victims' side, and the criticism reported in 2019 was that compensation modelled on a land sale misses the loss of livelihood;[40][41] this article gives that concern a legal form by requiring that the standard be the value of the rights lost.

Conclusion

The mudflow has impaired ownership, building rights and cultivation rights in Porong. Article 27 UUPA does not extinguish the owners' claims, since it is written for natural destruction, the cause here was contested and never established against the owners, and the state treated the rights as subsisting. Responsibility has more than one basis: the company must pay for land inside the Affected Area Map under Presidential Regulation No 14 of 2007 as amended and, if its elements are proved, under Article 1365 of the Civil Code or environmental strict liability; the state must

[37] CNBC Indonesia, "Belasan Tahun Berlalu, Apa Kabar Kasus Lumpur Lapindo" (21 September 2022), online: *CNBC Indonesia* <https://www.cnbcindonesia.com/news/20220921080350-4-373734/belasan-tahun-berlalu-apa-kabar-kasus-lumpur-lapindo>.
[38] Warsini, *supra* note 8.
[39] Minanda & Juniati, *supra* note 9.
[40] Maulidia, *supra* note 10.
[41] CNN Indonesia, "13 Tahun Lapindo", *supra* note 35.

pay for land outside the map from the state budget and must ensure that the company pays, as the Constitutional Court held. The compensation actually paid remains partial and disputed.

Four recommendations follow. First, the company should complete payment for all land inside the map in accordance with the presidential regulation, and the government should enforce the repayment of its loan and publish the amounts paid and outstanding. Secondly, the government should complete payment for areas outside the map and use its duty to ensure payment to settle the position of residents inside the map where the company defaults. Thirdly, the standard of compensation should be the full replacement value of the rights lost, including the building, the land, and the loss of livelihood, and not the market price of the land alone; the principle of fair and adequate compensation used in the law on land acquisition for public interest is a suitable benchmark. Fourthly, the legislature should clarify the effect of Article 27 UUPA where land is lost through an industrial accident, so that title and compensation are not left to litigation. The study is limited to secondary sources and the instruments and decisions that could be traced; it did not obtain the payment records, individual purchase agreements or the full text of the Supreme Court decisions, and it did not analyse Government Regulation No 18 of 2021 or the compensation instruments in detail. These are matters for further empirical research.

Ethics and Data Availability

This study is normative legal research based on legislation, court decisions, literature and published news reports. It did not involve human participants or personal data, so ethical approval was not required. All sources used are cited in the references and are publicly available.

Use of Generative AI

Generative AI was used only to improve the language of this article (grammar, clarity and style). The authors reviewed the output and are responsible for the content of the article.

Funding and Conflicts of Interest

The authors declare no conflict of interest. This research received no external funding.

References

Kitab Undang-Undang Hukum Perdata [Civil Code] (Indonesia).

Constitution of the Republic of Indonesia 1945.

Keputusan Presiden Nomor 55 Tahun 1993 tentang Pengadaan Tanah bagi Pelaksanaan Pembangunan untuk Kepentingan Umum [Presidential Decree No 55 of 1993 on Land Acquisition for Development in the Public Interest] (Indonesia).

Peraturan Presiden Nomor 14 Tahun 2007 tentang Badan Penanggulangan Lumpur Sidoarjo [Presidential Regulation No 14 of 2007 on the Sidoarjo Mudflow Management Agency] (Indonesia).

Peraturan Presiden Nomor 37 Tahun 2012 tentang Perubahan Keempat atas Peraturan Presiden Nomor 14 Tahun 2007 tentang Badan Penanggulangan Lumpur Sidoarjo [Presidential Regulation No 37 of 2012, fourth amendment of Presidential Regulation No 14 of 2007] (Indonesia).

Peraturan Presiden Nomor 48 Tahun 2008 tentang Perubahan atas Peraturan Presiden Nomor 14 Tahun 2007 tentang Badan Penanggulangan Lumpur Sidoarjo [Presidential Regulation No 48 of 2008 amending Presidential Regulation No 14 of 2007] (Indonesia).

Peraturan Pemerintah Nomor 40 Tahun 1996 tentang Hak Guna Usaha, Hak Guna Bangunan dan Hak Pakai atas Tanah [Government Regulation No 40 of 1996 on Cultivation Rights, Building Rights and Use Rights over Land] (Indonesia).

Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria [Law No 5 of 1960 on Basic Agrarian Principles] (Indonesia).

Decision No 83/PUU-XI/2013 (Constitutional Court of Indonesia, 26 March 2014).

Wahana Lingkungan Hidup Indonesia v PT Lapindo Brantas et al, No 284/Pdt.G/2007/PN Jaksel (South Jakarta District Court, December 2007).

Ayuningutami, Putri Indah & Fatma Ulfatun Najicha. "Kajian Hukum terhadap Ketentuan dan Prosedur Peralihan Waris Hak atas Tanah" (2021) 10:2 *Repertorium: Jurnal Ilmiah Hukum Kenotariatan* 208, DOI: <10.28946/rpt.v10i2.1534>.

CNBC Indonesia, "Belasan Tahun Berlalu, Apa Kabar Kasus Lumpur Lapindo" (21 September 2022), online: *CNBC Indonesia* <https://www.cnbcindonesia.com/news/20220921080350-4-373734/belasan-tahun-berlalu-apa-kabar-kasus-lumpur-lapindo>.

CNN Indonesia, "13 Tahun Lapindo, LSM Sebut Ganti Rugi Masih 'Hina' Korban" (30 May 2019), online: *CNN Indonesia* <https://www.cnnindonesia.com/ekonomi/20190529140201-92-399472/13-tahun-lapindo-lsm-sebut-ganti-rugi-masih-hina-korban>.

CNN Indonesia, "Sri Mulyani Bakal Tagih Terus Utang Lapindo" (15 July 2019), online: *CNN Indonesia* <https://www.cnnindonesia.com/ekonomi/20190715144200-532-412237/sri-mulyani-bakal-tagih-terus-utang-lapindo>.

"Mahkamah Agung Tolak Kasasi YLBHI" (29 May 2009), online: *Hukumonline* <https://www.hukumonline.com/berita/a/mahkamah-agung-tolak-kasasi-ylbhi-hol22136/>.

IHW, "Dinilai Akibat Fenomena Alam, Hakim Tolak Gugatan Walhi" (27 December 2007), online: *Hukumonline* <https://www.hukumonline.com/berita/a/dinilai-akibat-fenomena-alam-hakim-tolak-gugatan-walhi-hol18236>.

Maulidia, A S. *Penilaian Keadilan Distributif Menurut Korban Bencana Banjir Lumpur Lapindo di Sidoarjo*. Undergraduate Thesis, Universitas Islam Negeri Sunan Ampel Surabaya, 2018 [unpublished].

Minanda, Evy Flamboyan & Tria Juniati. "Tinjauan Hak Konstitusional terhadap Korban Bencana Lumpur Lapindo" (2011) 8:3 *Jurnal Konstitusi* 343, DOI: <10.31078/jk835>.

Muhshin, Imam Koeswahyono & Soimin. *Hukum Agraria Indonesia dalam Perspektif Sejarah*. Bandung: Refika Aditama, 2014.

Nugraha, Arvin Asta, I Gusti Ayu Ketut Rachmi Handayani & Fatma Ulfatun Najicha. "Prinsip Partisipasi dalam Pengadaan Tanah untuk Kepentingan Umum terkait Tata Kelola Lingkungan" (2021) 7:2 *Jurnal Hukum De'Rechtsstaat*.

Soerodjo, Irawan. *Kepastian Hukum Hak atas Tanah di Indonesia*. Surabaya: Arkola, 2003.

Tempo.co, "Komnas HAM: Kasus Lapindo Adalah Kejahatan" (14 August 2012), online: *Tempo.co* <https://nasional.tempo.co/read/423492/komnas-ham-kasus-lapindo-adalah-kejahatan>.

Warsini, Nini. "Ganti Rugi Kepemilikan Hak atas Tanah Masyarakat Kabupaten Sidoarjo Akibat Pencemaran Lingkungan oleh PT Lapindo Brantas" (2008) 38:4 *Jurnal Hukum & Pembangunan*.