

# Dispute Resolution of EKS Railway Land by PT. Kereta API Indonesia (PT. Kai Persero) in Sumatera Barat

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Article 1548 of the Civil Code (KUHPer) regulates lease agreements—that is, an agreement that gives the enjoyment of an item to another party for a certain period with payment of rent. The civil legal system adheres to the differentiation of movable and fixed property. One of the fixed objects is land. In principle, anyone can lease various types of goods, both fixed and movable. Since the issuance of the UUPA, this lease provision does not apply because land is subject to the UUPA. The UUPA contains the principle of horizontal separation, between land and everything contained on it. The UUPA distinguishes land rights by several types, such as ownership rights, business use rights, building rights, use rights, and lease rights, etc. (Article 16 of the UUPA). Leasing rights are further regulated in Articles 44–45 of the UUPA, which regulates leases that are specifically for building. It is not stated that the lease right is a land right, because Article 44 paragraph (3) shows that the lease right is an agreement. Based on that, the lease rights do not have proof of certificate rights. The subject that can lease land is the subject of ownership rights to the land. In Article 21 of the UUPA, land ownership rights can only be owned by Indonesian citizens. (They also cannot be a legal entity unless the specific provisions of the legal entity meet the strict regulations in PP 38 of 1963 relating to the *hajak* of the people.) PT KAI (Persero), including Recht Person for the benefit of the public (transportation), can be granted land use rights and land management rights. Both types of rights are public not private. In fact, PT KAI (Persero) in the West Sumatra region even rents out land that is not covered by the right of *palai* or its management rights, because, since 1950, the land has become EKS railway land and/or state land. This needs to be studied in more depth using empirical and normative data as disputes relating to leasing of this land are still ongoing.

**Key words:** *Dispute Settlement, Railway Ex Extra Land, PT. KAI (persero).*

## Introduction

Since Indonesia gained its independence, all Dutch railroad companies were nationalised. In Sumatra this occurred on 1 October 1945. Based on the Decree of the Ministry of Transportation of the Republic of Indonesia Number 1/KA, dated 23 October 1946, the Railroad Company was initially managed by the Republic of Indonesia Railway Department. Then, with the re-entry of the Netherlands and its allies into Indonesia, the power of the railroad management was divided in two. The areas that were controlled by the Republic of Indonesia were managed by Indonesia Railway Department, while the areas that were recaptured by the Dutch and its railroad management allies were returned to Dutch companies, both the state railroad companies (SS) and private railroad companies (VS). On 6 January 1950, based on the Decree of the Minister of Transportation of Private and Public Works of the Republic of Indonesia Number 2, the management of the railroad company was changed to the Train Department headquartered in Bandung. In 1963, based on Government Regulation of the Republic of Indonesia Number 22 of 1963, the Train Department was renamed the State Railroad Company and then in 1971, based on Government regulations Number 61 of 1971, the State Railroad Company was renamed the Railroad Company. In 1990, based on Government Regulation Number 57 of 1990, the Railroad Company was changed to the Railway Public Corporation. Then, based on Government Regulation Number 19 of 1998, the Railway Public Corporation was changed again to Limited Liability Company Railway Indonesia, which it remains until today.

Today, in West Sumatra the train that is still being operated is of Dutch heritage. Its name is “Binuang”. Its condition is poor: the walls are full of holes, damaged and often cause accidents that result in the fatalities on the Padang–Pariaman train line. For the Padang–Minangkabau International Airport line, the train is in a somewhat better condition but is less attractive to the public, even though the fare is relatively cheap. The rest of the Padang Panjang–Buktinggi–Payakumbuh–Limbanang railway line has not operated for 68 years. The Padang–Sawah Lunto rice field train is also closed, as well as the Padang–Solok train. Meanwhile the railroad tracks that are not used by Limited Liability Company Railway Indonesia have begun to be used by the community for housing and business. The community controlled the ex-railroad land on the basis that the railroad land was its traditional land, be it tribal or nagari customary land taken by the Dutch government either by force or by leasing it to the customary law community, or purchased on legal grounds at that time under Bijblad 11372 jo Bijblad 12476.

In 1960, the more popular Law Number 5 of 1960 concerning Basic Rules for Agrarian Law, abbreviated as UUPA, stipulated in Part II on conversion provisions, that all types of pre-existing land rights must be converted into land rights as regulated in the UUPA. The period of conversion was until 24 September 1980. If land rights had not been converted by that date then all land would come under the control of the Indonesian state.

Initially, the use of land by the community was not ignored by the railroad entrepreneurs. There were people who asked for the land to be legally acquired by the state through land registration, because, since the Government Regulation No. 10 of 1961 regarding Land Registration was issued, there were residents who had taken possession of the land. Proof of land rights came in the form of a certificate. Since the railroad was managed by the Railroad Company in 1971, the Railroad Company quoted land rent to the community users of the ex-Kerta fire, even though there were those who had proof of land rights in the form of title certificates. Quotation of rent by the Railroad General Company train manager continued, and then under the management of Limited Liability Company Railway, management not only quoted land leases from the community, but also entered into cooperation agreements with other parties in the construction of shop houses that were bought and sold to the community. This land leasing is carried out in a form and manner determined by the Limited Liability Company Railway and can be terminated in its own way, even by being forcibly demolished by the Limited Liability Company Railway using heavy equipment, as happened in Bukittinggi. There is even a hotel building that was torn down in Padang, the Bumi Minang Hotel.

In 1990 the train promoted the leasing of its land as proof of its rights were recognised in Groundkar (a land map in Dutch times) because it was recorded in its asset register. Legal issues regarding former railroad land in West Sumatra are becoming increasingly complex because in West Sumatra most of the former railroad land comes from communal land at the ulayat, tribal and nagari ulayat community levels (Yulia, 2015). Disputes between the land users of the former railroad with Limited Liability Company Railway have been resolved through litigation but there are instances of non-litigation, where the Limited Liability Company Railway decides on its own as happened in Bukittinggi, where they levelled a hotel to the ground. This is interesting to study and raises several problems: 1. How is the land lease agreement by Limited Liability Company Railway arranged in West Sumatra? 2. What is the status of the land rights of Limited Liability Company Railway in West Sumatra? 3. How is building on the former railroad land by Limited Liability Company Railway in West Sumatra executed?

### **Research Methodology**

This research is normative and sociological. It is normative for its exploration and clarification of legal norms regarding the legal issues under study. It uses a qualitative (Lexy, 2007) and sociological approach to field data. The research was also carried out through literature and documentary studies, using journals and books both available in public libraries, as well as private collections (Hilman, 1995). Secondary legal materials were also used as a guide in conducting research (Peter, 2010). The research subjects are people or residents who control and utilise ex-railroad lands, which are taken with a purposive technique. The field data

collection techniques involved conducting structured interviews. According to Moleong, an interview is a conversation between two parties with a specific purpose (Lexy, 2007). **The tool used in the form of documentation.** Suharsimi Arikunto states that documentation is the provision of written facilities such as books, journals, magazines, documents, regulations, minutes of meetings, diaries, agendas and so on to collect secondary data.<sup>1</sup> The data checking technique was cross-checked. Sugiono states that cross-checking techniques entail data collection by combining various data collection techniques. According to Burhan, (2001) the cross-check data technique is conducted by using multiple data collection strategies on the same object. Data analysis was carried out qualitatively. According to Sugiyono, (2008) data analysis is the process of systematically searching and compiling data obtained from interviews, field notes, and documentation, by organising into categories, breaking down into units, synthesising, organising into patterns, choosing what is important and what will be studied, and making conclusions so that they can be easily understood by themselves and others. The steps taken in this analysis are data reduction, then entering in the appropriate category, focus, and theme pattern (Sugiyono, 2008). This is done by unitisation and categorisation, data presentation and verification, which can be completed using the inductive method departing from things that are specific to obtain a more general effectiveness (Caususelo, 1993). Only then is data analysed systematically and consistently for certain symptoms (Soerjono, 1986), using relevant theories.

## **Literature Review**

### ***Lease agreement***

Article 1548 of the Civil Code states the elements in the lease agreement are as follows (Salim, 2003): 1. there is a reciprocal agreement; 2. there is a consensus of the parties; 3. the object is an object that is taken advantage of; 4. there is a certain grace period; 5. the price of rent/payment.

As with any agreement in general, a lease is a consensual agreement, meaning that the agreement is valid and binding when an agreement is reached on the basic elements of goods, price and time period. Marhainis Abdul Hay (Marhainis, 1984) mentions the purpose of the lease agreement is to give the tenant usage rights, while the leased property remains the leasing property. What is important in this lease agreement is the individual rights (*personenrecht*) not the property rights (*zakelijkrecht*). The object to rent can be in the form of land to be used according to its function. The law only requires that the goods which are the object of the lease are lawful goods, meaning that they are not in conflict with the law, public order and morality (Salim, 2003).

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<sup>1</sup> Document study is a data collection tool that is carried out through written data using content analysis. Studi dokumen merupakan satu alat pengumpulan data yang dilakukan melalui data tertulis dengan mempergunakan *content analysis*.

According to Article 1550 of the Civil Code the main obligation of the lessor is: 1. hand over items for rent; 2. maintain the rented goods so that the goods can be used for the intended purpose; 3. give tenants a peaceful enjoyment of the leased goods during the rental period (Subekti, 1985). In addition to the aforementioned principal obligations there are also additional obligations set out in Articles 1551 through Article 1555 of the Civil Code.

Tenant obligations are described in Article 1560 of the Civil Code. There are several tenant obligations in the lease agreement, namely: 1. using the object he leases as a good father of the house; 2. paying rent at an agreed time and place; 3. equipping the property with sufficient furniture if the object of the rental agreement is a house; 4. carrying out small repairs (Subekti, 1985).

In addition, the party renting out the land is entitled to: 1. rent to be paid by the lessee at a certain time in accordance with the agreed rental agreement; 2. Pandbeslag, i.e. confiscation carried out by a court of application for renting out house furniture in a rented house to be auctioned off in the event that the tenant is in arrears for rent (Subekti, 1985).

Article 1559 of the Civil Code, if it has not been previously permitted in the agreement, it is prohibited for the lessee to repeat the rent of what he leases or to release the rent to someone else.

Provisions regarding the expiration of the lease and emptying the goods leased are basically that the lease will end (Yahya Harahap, 1986): 1. in accordance with the specified deadline; or 2. within a certain period for oral lease agreements.

Sale and purchase do not decide the lease. When the leased item is sold, a lease previously made is not broken, except if agreed upon at the time of renting out the item (Article 1576).

### ***Limited Liability Company Railway***

The Limited Liability Company Railway at its inception had a business form of the State Railroad Company, which was established based on Government Regulation Number 22 of 1963. Then it became the Railroad Bureau Company based on Government Regulation Number 61 of 1971. In 1990 the form of the business entity was changed again to become a Railway Public Corporation (Perumka) based on Government Regulation Number 57 of 1990. Finally, it became a corporate business entity, Limited Liability Company (Persero), based on Government Regulation No. 19 of 1998.

Rail transport is a form of public transportation needed by the community and is under the auspices of the Department of Transportation, which is managed by the government through a

state-owned enterprises (SOEs). The Limited Liability Company Railway cannot carry out the transfer of land given to it, because the rights to this land are specific to the public interest.

### ***Company Land Rights Limited Liability: Company Railway Right to Land in UUPA***

In the UUPA the concept of land rights begins with Article 1, namely the rights of the Indonesian people, which are then given to the state to regulate with the concept of the right to control by the state (Article 2). On the surface of the earth called land (Article 4 paragraph 1) stipulates the types of rights (Article 16 paragraph 1), which was then further emphasised in Articles 20–45 of the LoGA in 1996, with PP No. 40 of 1996, which developed land rights by bringing up new rights, namely management rights.

The Limited Liability Company Railway may not have ownership rights to the land because in PP 38 of 1963 the Legal Entity of the Limited Liability Company Railway is not included. So, land rights are possible for the Limited Liability Company Railway as a Special Right to Use that is owned by a public legal entity (Articles 41–43 of the LoGA). With the issuance of PP number 40 of 1996, it is also possible that the Limited Liability Company Railway has special management rights (Articles 39–58 PP 40 of 1996).

The implementation of the Conversion of the Right to Control of State Land, as stipulated in the Regulation of the Minister of Agrarian No. 9 of 1965, states that lands for departments, directorates and autonomous regions, which are used for the interests of the agency itself are converted to use rights. Then, according to Permenag Number 1 of 1966, usage rights must be registered. Registration of special use rights are necessary if the land is used for certain purposes for free. The Limited Liability Company Railway can have land rights as affirmed in Permenag Number 2 of 2013 in Article 5 letter c which states that the National Land Agency has the authority to grant use rights to private legal entities, state-owned enterprises, BUMDs, as well as to grant them the Management Right and Use Rights on Central Government and Regional Government Assets. In the railroad law it is stressed that the right to land for rail transport is carried out by land acquisition (Law No. 12/2012). The Land Acquisition Act is in the public interest and cannot be transferred or used as collateral for a debt.

## **Results and Discussion**

### ***a. Land lease agreement Limited Liability Company Railway in West Sumatra***

The act of leasing land by Limited Liability Company Railway to the community in West Sumatra is done in writing. It seems to be only a one-sided quotation by Limited Liability Company Railway to ex-railroad land users on the grounds that the railroad ground is state land and is managed by Limited Liability Company Railway. This is based on either Groundkar or land maps, which are stored in the national railway archives, which it calls assets.

Based on Article 1548 of the Civil Code, the lease agreement entered into by the Limited Liability Company Railway does not meet the legal requirements for a lease agreement. This is because a lease agreement is an agreement between one party to another, where one party is bound to provide enjoyment of an object, either movable and immovable, for a certain period of time, given payment of a price agreed by the other party.

The lease agreement made by Limited Liability Company Railway is an act of a single party because the Limited Liability Company Railway quotes the rent it determined itself. In addition, Limited Liability Company Railway is not represented by its Organs as a legal entity should be. There is no agreement between the lessor and the lessee.

In addition, it appears that Limited Liability Company Railway is not the subject of ex-train land, on the grounds that the lands of the former Dutch government that were not converted became land controlled by the state. Land controlled by the state cannot be rented out, because it does not possess land rights.

In Article 16 paragraph (1) UUPA it is stated that one of them is the lease rights. **Rental rights here mean the rental agreement because the subject is not the object.** Lease rights are only given to holders of land rights to lease to other parties, especially those used for buildings with agreed payment of rent. The lease rights are only provided for buildings and have temporary properties (Article 16 jo 53). Only Indonesian citizens have the authority to lease their land specifically to construct buildings. In this case, Limited Liability Company Railway is not the holder of land ownership rights but the holder of special use rights and special management because the land is used in the public interest. In the LoGA, the state designated the land to be used in the public interest, including the interests of public transportation, with special use rights. It added to these special management rights after the issuance of Government Regulation 40 of 1996, as long as the land is used for the public interest.

#### ***b. Form of Land Lease Agreement by Limited Liability Company Railway***

Land leasing by Limited Liability Company Railway is conducted in writing through a form that has been provided by Limited Liability Company Railway, formerly PERUMKA, with residents. Residents' leases are numbered, and the company emblem is seen only as a receipt for distribution by community members. The lease agreement was carried out was in written form but was not carried out by the rightful subject. Given that the Limited Liability Company Railway is a state-owned enterprise, the subject that has the right to carry out the legal actions of this agreement should be the directors and or their attorneys. In this case, the agreement was not carried out by the competent organs. The unclear sub-subject that rents out the land and the tenant make no agreement, so there is no agreement. Furthermore, the agreed object is state

land, because it is ex-train land. Likewise, there is no visible rental period and agreed rental rates. Given the form of the agreement, it is clear that the unilateral action of Limited Liability Company Railway does not constitute a rental agreement.

*c. Legal basis for leasing land by Limited Liability Company Railway*

The land was initially leased by Limited Liability Company Railway from around 1970 until now. Especially after the issuance of SOE Minister Regulation No. PER-13/MBU/09/2014 Regarding the Utilisation of SOE Fixed Asset Guidelines, Limited Liability Company Railway felt that SOEs had rights to former Dutch railroad land, because it was recorded in its assets in the form of Groundkar. Then the Directors of Limited Liability Company Railway issued Directors Decree No. Kep.U/KA.102/IV/1/KA-2016 regarding the instructions on the utilisation of the company's fixed assets for a period of up to 5 years. From the company's perspective, Limited Liability Company Railway is not the same as PT Ordinary because it was established by the state using the state budget. Limited Liability Company Railway is not justified in obtaining land by buying and selling, exchanging and so on but by obtaining land rights through land acquisition for public use. This specificity is also clear, given that Kerta Api Transportation is a state-owned enterprise effort in the public interest (Article 14 jo 15 UUPA). Based on Article 2 paragraph (2) point a, the state has the authority to determine, designate and provide land, for the benefit of agencies including SOEs, by means of land acquisition.

*The 1996 Government regulations*

In 1996, No. 40 was issued which stated that there were management rights, one of which applies to state-owned enterprises. The existence of management rights is strengthened by granting certificates of management rights through land registration based on Government regulation Number 24 of 1997. Besides that, the management rights can be given with usage rights and building use rights. Legally and formally, the Management Right is evident in Number 9 of 1965, Number 1 of 1966, Regulation of the Minister of the Interior Number 5 of 1973 concerning Provisions Regarding Procedures for Granting of Land Rights, Regulation of the Minister of the Interior Number 5 of 1974 concerning Provisions Regarding Provision and Provision of Land for the Purposes of the Company and the Minister of Home Affairs Regulation Number 1 of 1977 concerning Procedures for Application and Settlement of Granting of Rights to Parts of the Land Management Right and Registration (Urip, 2014). According to A.P. Parlindungan, the management rights regulated in Permenag No.9 of 1965 are legally sourced from Government Regulation No.8 of 1953, so that the Right to Control contained in the Government Regulation is spelled out by the Minister of Agrarian in Permen 9 of 1965 as being the Right to Use and Management Rights (Parlindungan, 1991).

In the UUPA itself the term management is not specified. It is also not specified in the Conversion provisions (Bryan, 2009), (Kansil, 2010) as stipulated in the UUPA. While the Management Rights that are in effect today are based on Permenag Number 9 of 1965. According to A.P. Parlindungan, indirectly, the Management Right comes from Article 2 paragraph (4) of the UUPA which reads: 'The State's Controlling Rights can be empowered from the autonomous regions and customary law communities, only as necessary and not in conflict with national interests, according to the provisions of Government Regulations' (Parlindungan, 1995).

The above statement also cannot confirm the legality of Management Rights in Indonesia, because the legal basis for the enforcement of Management Rights is based on Ministerial Regulations, not regulatory instruments at the level of government regulations as mentioned in Article 2 paragraph (4) of the UUPA. The delegation of authority from the state to the holders of management rights includes the authority to: 1. plan the designation and use of the land concerned; 2. use the land for business purposes; 3. surrender portions of the land to a third party according to the conditions determined by the company that holds the rights, which includes the designation, use, duration and financial aspects, provided that the assignment of land rights to the third party concerned is carried out by authorised officials, in accordance with applicable laws and regulations. Article 16 paragraph (1) is open to the possibility of establishing other land rights must be by law.

## Conclusions

1. The dispute/conflict arrangement of Indonesian Railroad Company Limited relating to land leasing turned out to be related to concepts, norms, values and interests that could be resolved through litigation and non-litigation.
2. Legal action of leasing EKS railroad land by Indonesian Railroad Company Limited in West Sumatra is an act against the law because it is not in accordance with the provisions of Article 1320, 1548 BW, also it is contrary to the provisions of the company law as regulated in Law Number 40 Year 2007 concerning Limited Liability Companies.
3. In the national agrarian law it is stressed that the right to lease is related to the subject, and the lease right is not the right of land, which is given proof of land rights through registration of land PP 24 of 1997. Then those who can lease land are holders of land rights (WNI) and specifically just to build buildings.
4. Indonesian Railroad Company Limited is a state-owned company in the public interest. The provision of land is carried out by procuring land in the public interest (Law number 12 of 2012) by granting special public rights, both usage rights and management rights.
5. The legal basis for the Decree of the Minister of Finance and the Decree of the Board of Directors of the company is not included in the hierarchy of laws, which cannot override the law and PP that govern land leasing.

## REFERENCES

- Abdul, K. M. (1990). Law of Engagement, Citra Adhitya, Bandung.
- Ali, A.C. (2002). Land Law Land Law Series 1 Granting the Right to State Land Land Law Series I Certificate and Its Problems, Literature Achievement, Jakarta.
- Boedi, H. (2008). Indonesian Agrarian Law, History of the Establishment of the Basic Agrarian Law, Its Content and Implementation, Djambat, Jakarta.
- Bryan, A. G. (2009). *Black Law Dictionary*, Ninth Edition, USA, hlm. 381.
- Burhan, B. (2001). Qualitative Research Methods, Raja Grafindo, Jakarta. Caususelo Caususelo G. Seville, 1993, Introduction to Research Methods, UI Pres, Jakarta.
- Caususelo, G.S. (1993). Introduction to Research Methods, UI Pres, Jakarta, p.206
- Hilman, H. (1995). Method of Making Working Paper or Law Thesis, Mandar Maju Bandung.
- Hilman, H. (1995). Working Paper Making Methods or Law Thesis, Mandar Maju Bandung, p.61.
- Kansil, C.S.T. (2010). Kamus *Istilah Aneka Hukum*, Jala Permata, Jakarta, hlm. 67.
- Kausarian, H., Sri Sumantyo, J. T., Kuze, H., Aminuddin, J., & Waqar, M. M. (2017). Analysis of polarimetric decomposition, backscattering coefficient, and sample properties for identification and layer thickness estimation of silica sand distribution using L-band synthetic aperture radar. *Canadian Journal of Remote Sensing*, 43(2), 95-108.
- Kausarian, H., Sumantyo, J. T. S., Kuze, H., Karya, D., & Panggabean, G. F. (2016). Silica Sand Identification using ALOS PALSAR Full Polarimetry on The Northern Coastline of Rupert Island, Indonesia. *International Journal on Advanced Science, Engineering and Information Technology*, 6(5), 568-573.
- Kausarian, H., Batara, B., Putra, D. B. E., Suryadi, A., & Lubis, M. Z. (2018). Geological Mapping and Assessment for Measurement the Electric Grid Transmission Lines in West Sumatera Area, Indonesia. *International Journal on Advanced Science, Engineering and Information Technology*, 8(3), 856-862.
- Lexy, J. M. (2007). Qualitative Research Methods, Youth Rosdakarya, Bandung.
- Marhainis, A. H. (1984). Material Civil Law, Pradnya Paramita, Jakarta.
- Oloan, S. and Zaki Sierrad, H.M. (2006). Agrarian Law in Indonesia Basic Concepts and Implementation, Indonesian Land Partners, Yogyakarta.
- Parlindungan, A.P. (1991). *Komentar Atas Undang-Undang Pokok Agraria*, CV. Mandar Maju, Bandung, hlm. 221.
- Parlindungan, A.P. (1995). *Hak Pengelolaan Menurut Sistem UUPA*, Mandar Maju, Bandung, hlm 1.
- Peter, M. M. (2010). Legal Research, Cet.VI, Kencana, Jakarta.



Preamble and General Explanation of Law Number 5 of 1960 Concerning Basic Regulations on Agrarian Principles.

Salim, H.S. (2003). Theory of Legal Contracts and Contract Drafting Techniques, Sinar Grafika, Jakarta.

Sanapiah, F. (2001). Formats of Social Research Basics and Applications, Rajawali Press, Jakarta.

Setiawan, R. (1987). Main Principles of Engagement Law, Bina Cipta, Bandung.

Soerjono, S. (1986). Introduction to Legal Research, UI Pres, Jakarta.

Subekti, R. (1979). Agreement Law, Intermasa, Jakarta

Subekti, R. (1985). Various Agreements, Alumni, Bandung.

Sudikno, M. (1985). Knowing An Introduction to Law, Liberti, Yogyakarta.

Sugiyono, (2008). Quantitative and Qualitative Research Methods, Alfabeta, Bandung.

Suharsimi, A. (1998). Research Management, Rineka Cipta, Jakarta.

Urip, S. (2014). *Pendaftaran dan Peralihan Hak atas Tanah*, Kencana Prenadamedia Group, Jakarta, hlm. 115.

Yahya Harahap, M. (1986). Legal Aspects of the Agreement, Alumni, Bandung.

Yulia, M. (2015). Conflict of Ulayat land, Andalas University Publisher, Padang.

## **Regulations**

Code of Civil law Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles  
Law Number 19 Year 2003, Regarding State Owned Enterprises Law Number 40 Year 2007  
Limited Liability Company Act Number 19 of 1998 concerning Railways Law Number 2 of  
2012 concerning Land Procurement for Public Interest PP Number 40 of 1996 concerning  
Right to Use, Right to Use and Right to Use. Permenag Number 2 of 2013, Permenag Number  
1 of 2011, Permenag number 9 of 1999, Regional Regulation of West Sumatra Number 8 of  
1998.