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Agricultural Land Product-Sharing Transactions in the Local Community of the Besemah Tribe

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ABSTRACT

This study aims to determine the pattern of transactions for the results of agricultural land in the local community of the Besemah tribe. By using explorative juridical methods, and empirical legal research, as well as functional interpretation, it can be concluded that: 1. In order to fulfill the need for resources (land) for agricultural land (paddy fields or farm) in the Besemah community, it is carried out using various models. The models are nyaseh, surungan, tempohan, paruan, and sande. 2. The existence of profit-sharing legal institutions (nyaseh, surungan, tempohan,paruan, and sande) are still in force in the besemah tribal community. 3. The legal institutions for the sharing of agricultural land (nyaseh, surungan, tempohan,paruan, and sande) are not solely oriented towards economic aspects, but what really stands out are the aspects of mutual help and kinship. 4. In essence, Nyaseh, Surungan, Tempohan, Paruan, and Sande are agricultural land production sharing agreements with models that vary widely according to the nature and allotment of the land (right to use) itself. 5. In the transaction for the results of agricultural land (nyaseh, surungan, tempohan,paruan, and sande) in practice there are no formalities as stipulated in the law. For the semah community, the existence of these formalities will actually lead to rigidity, and eliminate the philosophy of the existence of these legal institutions.

Keywords: Transactions, Land Product Sharing, Agricultural, Besemah.

ABSTRAK

Penelitian ini bertujuan untuk mengetahui pola transaksi hasil lahan pertanian pada masyarakat lokal suku Besemah. Dengan menggunakan metode yuridis eksploratif, dan penelitian hukum empiris, serta tafsir fungsional, dapat disimpulkan bahwa: 1. Dalam rangka memenuhi kebutuhan sumber daya (tanah) terhadap lahan pertanian (sawah atau ladang) pada masyarakat Besemah, itu dilakukan dengan menggunakan berbagai model. Modelnya adalah nyaseh, surungan, tempohan, paruan, dan sande. 2. Masih adanya lembaga hukum bagi hasil (nyaseh, surungan, tempohan,paruan, dan sande) pada masyarakat suku besemah. 3. Kelembagaan hukum bagi hasil pertanian (nyaseh, surungan, tempohan,paruan, dan sande) tidak semata-mata berorientasi pada aspek ekonomi, namun yang paling menonjol adalah aspek gotong royong dan kekeluargaan. 4. Pada hakekatnya Nyaseh, Surungan, Tempohan, Paruan, dan Sande merupakan perjanjian bagi hasil lahan pertanian dengan model yang sangat bervariasi sesuai dengan sifat dan peruntukan lahan (hak pakai) itu sendiri. 5. Dalam transaksi hasil tanah pertanian (nyaseh, surungan, tempohan,paruan, dan sande) dalam prakteknya tidak ada formalitas sebagaimana diatur dalam undang-undang. Bagi masyarakat semah, keberadaan formalitas tersebut justru akan menimbulkan kekakuan, dan menghilangkan filosofi keberadaan lembaga hukum tersebut.

Kata Kunci: Transaksi, Bagi Hasil Tanah, Pertanian, Besemah.

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INTRODUCTION

In many literatures such as sociology and law it is often stated that law and society are likened to two sides of a coin, where there is society there is law. Every cultured society must have law because law is one of the assets of the culture of the community concerned. Law is an embodiment of the ideal culture of a society, whose function in the life of that society is as an order regarding legal behavior in living together or living between individuals. Furthermore, it is stated that, every society has its own way of life, has its own laws, one legal order may be different from another legal order, and there may also be similarities between one and another, both fundamental and non-fundamental (Syamsudin et.al (Ed), 1998).

In the context of the above matter, Esmi Warassih stated 'law as a work of culture'. Quoting the notion of culture formulated by Selo Soemardjan as the result of human work, taste, and creation, Esmi Warassih further stated (Syamsudin et.al (Ed), 1998).

The work result of society produces technology and material culture or material culture needed by humans to take advantage of the natural surroundings, to fulfill all their needs in life. Sense pervades the human soul, embodying all the social and cultural norms and values needed to regulate social problems. Furthermore, copyright is the mental ability and ability to think of people who live in society and produce philosophy and science.

Thus, according to Esmi Warassih, the law is: "Concretion of values formed from the culture of a society. Because every society always produces culture, laws always exist in every society, and appear with their own uniqueness" (Syamsudin et.al (Ed), 1998).

This is also the case with patterns of legal actions in the community's economic field, such as land transactions. According to the concept of customary law in several Indonesian communities, there are several agricultural land transaction institutions that are commonly carried out, whenever the community needs them. In the Customary Law literature, there are several terms such as sale and purchase, land pawn, double, profit sharing, shove, lease, and so on. In the Besemah community in South Sumatra, these land transaction institutions are known as, among others, sande, surungan, timpohan, paruan, nyaseh.

The existence of this institution is the basis for rights (titles) for farming communities in managing agricultural land. In practice, the existence of these institutions runs as it should, in the sense that there is no turmoil that occurs in society related to legal issues related to the legal actions of the land transaction in question. The parties related to the legal action highly respect the substance of the land transaction, as well as third parties.

In its development, in line with the political journey of land law (land law policy) in Indonesia in 1960, the existence of these agricultural land transaction institutions became invalid and was replaced by new land transaction institutions according to state law (state law), which were uniform in nature. This is in accordance with the provisions of Article 53 of the UUPA concerning mortgages, agricultural land leases, and Law Number 2 of 1960 concerning Production Sharing Agreements.

With the enactment of the above provisions, formally, the existence of customary land transaction institutions should no longer be valid and replaced with new provisions (state law), however, in practice, people prefer to use their customary law institutions. Temporary observation of the existence of these land transaction institutions continues and their existence is acknowledged by the community to this day. There is even a tendency that with the emergence of various kinds of new legal institutions that regulate land transactions, this is one of the factors causing reduced access for farmers to their agricultural land.

The results of Emilia Kontesa's research show that the existence of a sorong institution is still the people's choice in conducting agricultural land transactions in Kepahyang (Kontesa, 1996). Furthermore,

a study conducted by Emilia Kontesa and Andry Harijanto Hartiman regarding alternatives to prevent the poor from encroaching on protected forests in Kepahiang District, Rejang Lebong Regency (Harjanto, 1998), Bengkulu Province shows several indications that (Kontesa, 1995):

1. The Sorong agreement is one way to prevent the poor from encroaching on protected forests in remote and isolated areas.
2. Utilization of abandoned land into productive coffee plantation land.
3. An agreement between the encroaching community in the protected forest as cultivators (workers) and the community owning abandoned land.
4. The Sorong agreement benefits cultivators (workers) and owners of abandoned land.
5. Owners of abandoned land without trying and spending money to have productive plantation land.
6. Cultivators (workers) without owning land can cultivate and enjoy the produce of coffee plantations.
7. To increase the peace, order and welfare of the poor people who own abandoned land and encroachers on protected forests.
8. The Sorong agreement was made verbally and not in writing.
9. Secretly without the owner's knowledge, the cultivators (workers) control the garden land to become their own garden land with a certificate of ownership.

Therefore, to explain the full picture of the law (The Truth of Law) regarding the problems above, it is necessary to conduct in-depth research, especially with regard to the patterns and institutional existence of land transactions in the Besemah community. Thus, it is hoped that it will be a contribution to this research, in the framework of future land policy.

Based on the description of the problem as explained in the previous background, it is necessary to conduct research on how the customary land transaction model operates in the Besemah community. In connection with the intended problem that will be in the spotlight (focus) are the background of the Besemah community continues to use these customary land transaction institutions, and the principles and characteristics of these legal institutions.

The implementation of customary land transaction institutions such as nyaseh, surungan, tempohan, and others not only reflects the economic mechanisms of the Besemah community but also protects the rights of indigenous people to access land for their livelihoods. Therefore, the sustainability of these institutions is closely related to human rights—especially the right to land and culture, as well as human security, as they maintain the economic sustainability and food security of farming communities. This research is crucial in affirming the position of customary law as an instrument that guarantees the basic rights of communities in managing agrarian resources.

Before discussing this research further, the author feels it is necessary to conduct a literature review so that this research ensures originality and avoids elements of plagiarism. First, the article entitled: Adat in Indonesian Land Law: A Promise for the Future or a Dead End?, was written by Adriaan Bedner and Yance Arizona. The results of this research paper: This article analyses current debates and developments concerning the place of adat in national land law and its potential for protecting communities against the dispossession of their land by the Indonesian state. We argue that the promotion of adat has produced few concrete results and that it is unlikely to be more successful for this purpose in the future. Given Indonesia's current social and political realities, any land rights strategy for protecting people against dispossession that is based on indigeneity is problematic, and alternative approaches are needed (Bedner & Arizona, 2019).

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Second, the article entitled: The Role of Indigeneity NGOs in the Legal Recognition of Indigenous Communities and Customary Forests in Indonesia Yance Arizona, Muki Trenggono Wicaksono and Jacqueline Vel. The results of this research are the main assumption of indigeneity NGOs in Indonesia, which is that state recognition will strengthen indigenous peoples' rights to their land and forests against ongoing or future dispossession al.(Arizona, et.al, 2019).

Third, research entitled: "Agrarian Reform in the Forests Around Vernacular Settlements: Asset Reform and Access Reform in Rural West Sumatra, Indonesia", written by Kurnia Warman and Titin Fatimah. The study reveals that agrarian reform is hindered by the legal relations between the Ministry of Environment and Forestry and the customary community in rural West Sumatra and other relevant government agencies in determining the objects of agrarian reform (Warman & Fatimah, 2023).

The fourth research is an article entitled: "Legal Certainty of Agricultural Land Pawn Management in the Matrilineal Minangkabau Community of West Sumatra", written by Zefrizal Nurdin and Hilaire Tegnan. This study suggests that one way to deal with legal uncertainty regarding agrarian law in West Sumatra, and throughout Indonesia, is to promote a stronger and more just decentralization, which is increasingly important as the country faces the question of legal unification. The suggested decentralization effort would leave local issues to the authority of local legislation (Nurdin & Tegnan, 2019).

The fifth research is an article entitled: Breathing Life into the Constitution: The Transformative Role of Courts to Give a Unique Identity to a Constitution, written by Bertus de Villiers. The results of this research show that government institutions must work together to effectively transform society and respect the separation of powers. A positive example is in Australia, where the title of Aboriginal people and their traditional lands and assets have been recognized after 200 years of being rejected. This shows the transformative ability of judicial institutions that carry out their duties based on the constitution and are able to decide disputes based on facts, in accordance with the law, and in accordance with the law. reflect the reality of the society in which they live (Villiers, 2023)

Of these five studies, the study is different from the author's research which discusses transaction patterns for agricultural land production in the local Besemah tribal community. Hopefully, these patterns will become the color for favorable laws regarding land sharing in Indonesia. Based on this, this research can be scientifically accountable by relying on academic rules or ethics that a researcher must have.

RESEARCH METHOD

This research is exploratory research that aims to identify facts, conditions, or symptoms that are the object of research. Considering the type of legal research, this research is empirical legal research. This approach is carried out by examining the facts directly that occur in the field related to the relevance course (Susetyo et.al, 2023). As explained below, this research can be classified into sociological legal research (socio-legal research). In empirical legal research, the data used is primary data (Nurdin & Jamaludin, 2024). In this study the method used is the observation method. The instrument used is in the form of questions which are a guideline for involved observations and interviews. This legal research used qualitative analysis. The primary sources of information were collected from interview results, field observations and while secondary data is collected through books, journals, legal documents, such as Law No. 5 of 1960 concerning Agrarian Principles, etc. (Ulum et.al, 2022) The legal materials analyzed in descriptive and prescriptive methods (Siboy et.al, 2022). Data is analyzed through data reduction, data presentation, and inductive conclusion drawing (Mukhlis et.al, 2024).

The informants for this study were two landowners: Lukman and Murat; and two farmers: Harun and Sobirin. The informants were selected because they understood Besemah customary transactions. The informant selection technique used purposive sampling. Purposive sampling is a non-probability sampling technique in which researchers deliberately select subjects or informants who are considered most relevant and have certain characteristics that are in accordance with the research objectives, not randomly, so that the data obtained is more focused and in-depth to answer the research problem (Muhlis et.al, 2024).

RESULTS AND DISCUSSION

Production Sharing System

With the existence of Law Number 2 of 1960 concerning Production Sharing Agreements, the implementation of production sharing agreements must be carried out on fair distribution, the rights and obligations of both parties and guaranteed legal standing. This not only affects the increase in production yields but also affects the fulfillment of people's needs for food and clothing.

A production sharing agreement is an agreement between a person who is entitled to a plot of agricultural land and another who is called a cultivator, based on the agreement where the cultivator is allowed to cultivate the land concerned with the distribution of the proceeds between the cultivator and the person entitled to the land according to a mutually agreed balance, for example, each side gets half. Meanwhile, according to the meaning of Law no. 2 of 1960 concerning Production Sharing Agreements (agricultural land) mentioned in Article 1 point c, that:

> "Production Sharing Agreement is an agreement with any name that is entered into between the owner on one party and a person or legal entity on the other, which in this law is called "cultivator", based on the agreement where the cultivator is allowed by the owner to carry out the agricultural business above owner's land, with the distribution of the proceeds between the two parties".

In practice that applies in Indonesian Production Sharing Agreements are usually made between the owner of a privilege, a party that is willing to manage the land, or a party that wants to utilize and carry out business on the said privilege then the proceeds will be shared between the owner and the party that maintains it. The provisions of Article 3 of Law No. 2 of 1960 confirmed that:

> "All production sharing agreements must be made in writing by the land owner and cultivator in front of the Village Head where the land is located and witnessed by 2 (two) witnesses from both parties, which is then ratified by the local Camat (District Head). The regulations required to implement the production sharing agreement are stipulated by the Minister for Agrarian Affairs".

Furthermore, Article 4 of Law No. 2 of 1960 affirmed that:

> "Production sharing agreements are held for a period of at least 3 (three) years for paddy fields and at least 5 (five) years for dry land. If at the end of the production sharing agreement on the land, there are still plants that cannot be harvested, then the production sharing agreement continues until the time the plants are harvested, but the extension of time cannot be more than 1 (one) year".

Then, the mechanism for sharing the profits from land products depends on the parties who make the promise. On the one hand, the sharing of land products is in civil law, but if the government needs to emphasize and provide specific guidelines regarding this profit sharing, it will undoubtedly benefit society.

Meanwhile, Muhammad Hakimi, in his writings, Malaysia also proposed aPLS (agricultural production and loss sharing) scheme. The concept of "joint liability" in microfinance is similar to the

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mudarabah and musyarakah contracts commonly used in Islamic finance (Shafiai and Samsi, 2013) In plain terms, al-mudarabah is a type of agreement between two parties where one party (known as rabb al-mal) provides capital (money) to the second party (mudharib) to invest in a trade, and the profit will be shared based on the initial agreement between them (Haliani and Sanep, 2009). In practice, one partner works on the agricultural project while the other provides the land and capital. The partnership is built on trust, with the landlord depending on the farmer's ability to manage the project and be honest about the harvest.

Land Production Sharing Transaction Model in the Besemah Community

It is known that the Besemah community is one of the Malay ethnic groups in South Sumatra, precisely in Lahat Regency. After the enactment of regional autonomy, the Lahat Regency was divided into two regencies and one city, namely Lahat Regency, Pagar Alam City, and Empat Lawang Regency. The existence of the Besemah Community is generally located in the areas of parts of Lahat Regency and almost all of Pagar Alam City. Along with the rate of population growth and the demands of economic needs, these neighborhood communities spread to several provinces such as Lampung Province and Bengkulu Province. Most of the livelihoods of this community are dependent on businesses in the agricultural sector, both in the form of paddy fields and plantations.

There is no clear information yet on when this community existed, what is certain is that judging from the civilization of this ethnic group, the existence of this ethnic group has been around for quite a long time. At least, when viewed from the customs and religious rituals that are still visible today, it is estimated that this ethnic group has existed since pre-Hindu times. Judging from the current beliefs held by the besemah community, they are adherents of the Islamic religion. From an educational point of view, this nation's community is a very advanced community in the field of education. To fulfill their daily needs in agriculture, this community is very dependent on agricultural land in the form of dry land or wet land. The most prominent agricultural commodities are rice, secondary crops, and coffee.

In order to meet the needs of land for agricultural purposes, various models or methods are carried out, namely, sande, nyaseh, paruan, tempohan, and surungan. This model was implemented due to limited agricultural land while the number of farmers who need land is increasing. The existence of these methods still exists in the besemah community.

This paper will explain how the existence of these customary institutions mentioned above, in this paper, will explain the background of these transactions and the legal construction of these methods. This paper is presented based on the author's observations as well as information from several competent informants, namely informants who are considered to know these problems.

Nyaseh

Nyaseh is a way to obtain agricultural land by giving saseh to the land owner. By giving Saseh, a farmer can work the land in question. Saseh is a number of items given by the cultivator to the owner of the land as a sign or bond that the cultivator has the right to work on other people's agricultural land. Usually, the saseh is in the form of crops from the agricultural land that is the object of the saseh. Thus, it really depends on what is produced from the land. If what is produced is in the form of rice, then the form of the saseh is rice (Results Of The Author's Interview With Lukman).

The amount of saseh that must be given by the worker to the owner is determined based on the agreement between the two parties. In practice, usually the size of the saseh depends on the area of land. The wider the arable land, the wider the land, the greater the number of saseh. Based on the author's

observations, the amount of saseh that must be given to the landowner is a maximum of one-third of the normal yield, meaning the average yield from the land each year. If the average annual yield of the land is 1.2 tons of rice, then the maximum amount of saseh that must be given to the land owner is four quintals of rice.

Based on the adat that occurs in the community, that the object of this nyaseh agreement is land that is ready to be cultivated and not the opening of new land. In the Besemah tribe community, although there are no provisions regarding the allotment of saseh land, the habit that occurs in the community is towards productive paddy fields.

Some of the reasons behind the occurrence of saseh are caused by the limited agricultural land, especially paddy fields, while the need for land is quite high. Apart from that, to open new land, besides the limited land, to open a new land requires quite a lot of money. On the other hand, the ability of farmers economically is very limited. Another reason is that there are limitations for paddy land owners to actively work on their own land, such as old age, having large paddy fields, and paddy land owners who do not live on the land. The latter usually applies to paddy fields inherited from ancestors, which means that the land cannot be traded to other people on the grounds that the land is ancestral land. Therefore, so that the paddy fields are not damaged, continue to be productive, and provide benefits to people who need them, an offering is carried out.

In essence, the nyaseh agreement is motivated by a sense of mutual help and is oriented towards humanity. Therefore, the problem of the size of the nyaseh is not the main consideration that causes nyaseh. In fact, it often happens that even though the number of offerings has been determined, sometimes the owner of the paddy fields does not want to accept offerings from the cultivator, especially for the owners of the fields whose socio-economic status is quite good. The setting of the Saseh price is sometimes just a formality to maintain the balance of Saseh prices prevailing in the community.

In the nyaseh agreement there are no formalities that are rigid and carried out in writing. The procedure for the nyaseh agreement is carried out by an agreement between the rice planter, namely the prospective cultivator and the owner of the paddy field land. If there is an agreement between the parties, then immediately there is a nyaseh agreement. The presenter has been able to carry out his activities, namely cultivating the land. Usually, this agreement is made at the beginning of the rice planting season. Likewise with offerings done after the field in question has finished harvesting. This is done because in the besemah community, the issue of trust is something that is highly valued so that the issue of formality is not so important. In reality, it can be said that none of the nyaseh is done in writing, either regarding the amount of the saseh or the time period. This is because the philosophy of nyaseh is mutual help and kinship. The existence of formalities will actually-eliminate mutual trust between the parties, besides that the validity period of nyaseh is only limited to one harvest. Then, if the parties want to continue the nyaseh again, then the parties will hold another deliberation.

Regarding the possibility of disputes between parties, as far as the authors obtain information from the public, there is almost no conflict. Even if there is, it is usually related to unexpected things, such as a disaster that causes crop failure. So that the cultivator can not pay the fee. Overmacht conditions are usually resolved amicably and the cultivator is freed from saseh fees.

From the description above, it can be concluded that essentially nyaseh is an agricultural land lease agreement. The object of the agreement is productive land, especially paddy fields. Even though nyaseh is a land lease agreement, the orientation of this agreement is not like a lease agreement, as most rental agreements are oriented towards business activities that seek only profit, especially landowners, but are more oriented towards human relations and helping each other. Because if you pay attention to the

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amount of rent when compared to the production of land that is charged to the lender, it is very far from making a profit. Likewise, when viewed from the socio-economic status of landowners, in general, landowners who are quite capable. Another reason why the land owner gave his land to the usufructuary was based on the fact that the owner did not have enough time to work on his land actively for various reasons as explained above.

The existence of saseh, which is imposed on the cultivator, is solely to give legitimacy that the cultivator is working on other people's paddy fields. Apart from that, the existence of saseh is also a binder so that the clerics work on the fields seriously and responsibly, so that both the quantity of the product and the quality of the paddy fields are maintained.

In the future, even though the institution of leasing agricultural land is one of the rights to land, which, according to Law Number 5 of 1960, is a temporary right and will gradually be abolished, presumably the existence of a lease (nyaseh) is very much worth considering to keep preserved. Not only do these institutions still exist in society, especially the besemah community until now, the existence of nyaseh is actually very helpful for the community in accessing agricultural land, especially sharecroppers, farmers who do not have agricultural land, or smallholders in the context of meet the needs of his family life.

Paruan

Paruan is derived from the word half which means part of part. Paruan is a habit carried out by the besemah community in obtaining land to carry out agricultural businesses in order to meet the needs of their family's life. In the adat law literature, this term is often found in several areas, such as pao (rejang) (Sidik, 1980). In practice, the pao format can be various formulations, such as bagik duai, bagik telau, maro, martelu (Java) (Warassih, 2016). The various terms are in principle for the results of agricultural land.

In the Besemah community, the object of paruan is aimed at dry land agriculture, not rice fields. Usually, the agricultural land that is used as the object of the grunt is land that has not been productive, namely by opening new land, either in the form of jungle forest (qhimbe), or scrub forest (belukaqh) or future agricultural land (laceqhan).

The occurrence of paruan was initiated by the desire of the pemaru farmers who wanted to open gardens, but did not have agricultural land. Therefore, Pemu came to the land owner and conveyed his intention to use the owner's land to be used as a garden. However, sometimes the intention to do this comes from the land owner himself, who wants his agricultural land to be productive. After the existence of both parties, the next step is to hold a meeting. The meeting discussed issues related to the business to be carried out, such as the type of plant, the costs arising from the agreement, the period of time, and the distribution of profits from the plantation. After an agreement was reached between the parties, both parties have been bound by these agreements. Since then, pemaruh has been able to carry out activities, such as clearing (slashing) the ground of the object.

The type of business that is usually carried out in this paruan is usually in the form of coffee plantations but sometimes also planting seasonal crops such as vegetables. There is no explanation that can satisfy us why coffee was chosen as a commodity. In our opinion, there are several reasons explained why they chose the type of plant. First, these plants have a relatively short harvest period. With these plants, the purpose of clearing the land, which is to meet the needs of the family, will be fulfilled immediately, especially for cultivators. It should be noted that sharecroppers who take this role are generally farmers who are economically unfavorable. Second, the reason is that the productive period of these plants is not too long. For example, the productive period of coffee that is traditionally managed

ranges from six to seven years. After the productive period, the land which is the object of the agreement will immediately return to the owner without any conditions. Thus, the issue of the types of plants to be planted also determines the length of the paruan agreement.

In the deliberations between the parties, it is usually agreed upon matters relating to the half-term. The planting season, which really depends on the type of palawija, is used to measure time for the various types of palawija, such as months, years, and so on. Meanwhile, several harvests are determined for coffee plantations, for example, harvesting, usually up to four harvests. After that, the land is returned, or returns by itself, to the land owner, in accordance with the natural conditions of the garden at that time. in the sense that the parties may not deliberately change the land and plants in the garden when the lease ends. The return of land to the owner must be carried out in good faith between the cultivator and the owner. This is in accordance with the community's philosophy of life: "datang tampak muka dan pergi tampak belakang" This is important to do because the orientation of the paruan is, in principle, the same as that of land production sharing transactions in general, namely, kinship and mutual cooperation, both towards one's own family and toward other people (Results of the Author's Interview with Murat).

In the Paruan transaction, although it is not explicitly explained about the rights and obligations of the parties, based on several things agreed, it can be explained that the agreement contains the meaning of the rights and obligations of each party. The rights and obligations of the publicist include: working the land properly and seriously, maintaining soil fertility, planting shade trees for coffee plants, not planting perennials (old ones), transferring the land to other people in any form, handing over part of the proceeds from the land according to the agreement of the parties, handing over the half of the land to the owner without any conditions after the agreed period ends, and returning the half of the land to the owner before the time period ends due to several things. These things are the obligations of the publisher. While what is his right, among other things, is a guarantee of a sense of security in the sense that there is no interference from other parties in working on the land, enjoying the results of the land in accordance with the agreement, and receiving financing for land cultivation in the case of the Paruan initiative coming from the land owner.

The rights and obligations of the land owner include handing over the Paruan land to the cultivator in accordance with the agreement and guaranteeing the cultivator sense of security from other people's disturbances in the sense that the land that is the object of the Paruan is really the land of the owner concerned and there is no conflict over the land. Provide costs for cultivating the land in the event that the initiative from the paruan comes from the land owner and does not transfer the land to another party before the paruan period ends, unless there is an agreement between the cultivator and the land owner. While the landowner's rights include, among other things, receiving a portion of the land in accordance with the agreement, receiving the paruan land in good condition after the term ends without conditions from the cultivator, and taking the land from the cultivator before the end of the period. Fraudulent matters violate the agreement between the parties.

With regard to the production sharing, an agreement has been made from the beginning between the parties. This is done so that there is clarity between the parties; besides, this provision is also made to avoid disputes in the future. In practice, that is usually done by the besemah community; in general, the size of each share is one-half of the net yield at each harvest. This division applies both to the will of the landlord and the will of the landowner. However, there are times when this is not the case, because there are also those who agree on two to three, meaning two parts for the owner and three parts for the cultivators. According to the community, the amount of this distribution is quite fair.

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Regarding the formalities in the paruan, at first they were carried out verbally between the parties and very rarely through formal institutions involving the government, such as the Land Deed Maker (PPAT) or the National Land Agency, as required by Government Regulation Number 24 of 1997. This is done because the community still strongly believes in the commitment of each of the parties. In the Besemah community, the philosophy of life is still firmly entrenched: "Janji menunggu kate baruh," meaning that what is said and promised is the guideline. Precisely with these formalities, it seems that they will eliminate the feeling of distrust between the parties. In addition, the nature of the paruan is essentially mutual help and kinship among fellow citizens. However, along with the progress of the times, in order to avoid conflicts in the future, there is currently a tendency for the paruan agreement to be made in writing involving local village officials, such as a written agreement affixed with a stamp and known by the village head and witnessed by several witnesses. Furthermore, the cultivator was developed not only by the landowners' relatives but also by outsiders from other communities. This condition is certainly a reflection of the community's sense of legal awareness, which is quite good.

Problems of disputes or conflicts in the paruan agreement, insofar as the information obtained is related to the expiration of the paruan period. This conflict occurs especially in the event that one of the parties related to the Paruan agreement has passed away while the Paruan period has not ended, so that sometimes there are frequent misunderstandings between the heirs who actually do not know about the status of the cultivated land. However, conflicts like these can be resolved amicably by enlisting the assistance of village government officials.

Based on the description above, it can be concluded that, in essence, Paruan is a form of agricultural land production sharing agreement. This paruan agreement arose based on a sense of community fellowship so that the orientation was not solely on business activities but based on the nature of mutual help and kinship among fellow members of the community. In the future, perhaps this kind of institution should be maintained for its continuity, which, of course, needs modifications, especially those related to formalities such as the need for a written form of the paruan agreement. This is necessary because the parties are now involving not only the neighborhood community but also communities outside of the hostel. These formalities do not mean eliminating the principle of trust, which has been highly respected so far, but are preventive actions to avoid the possibility of disputes occurring in the future. With a simple formality involving village government officials, it is hoped that if there is a conflict between the parties, it can be resolved quickly.

Apart from that, it is also important to maintain this customary law institution to avoid the transfer of ownership rights to agricultural land to other parties as a result of buying and selling. With this model, non-agricultural landowners do not lose their agricultural land, while cultivators can access agricultural land in order to meet the needs of their families.

Surungan

Surungan is one of the institutions of customary law found in the Besemah community. Surungan in principle is a profit-sharing agreement and has almost the same half transaction as previously described. Surungan is one of the ways for farmers to control agricultural land.

The difference between Surungan and Paruan lies in the land that is the object of the agreement. If in the paruan the object of the agreement is dry land for plantation purposes such as laceqhan, belukaqh, and qhimbe whose legal status belongs to other people. In Surungan, the land that is the object of the agreement is productive paddy fields belonging to other people. Both lands owned by farmers with the status of freehold rights and land owned by farmers in relation to sande, so it is very clear that what is used

as the object of the transaction is paddy fields that are ready for cultivation (Results of the Author's Interview with Harun).

The parties involved in the surungan transaction are farmers, namely the owners of paddy fields and paddy cultivators. The occurrence of this surungan started from the desire of the paddy cultivators who wanted to work on the paddy fields but did not have agricultural land on one side. Meanwhile, the owner of the paddy field land, however, for some reason cannot work on the land. Therefore, based on an agreement between the parties, the said surung agreement occurs.

Based on the observations in the Besemah community, there are several factors that cause surungan to occur. From the point of view of cultivators, the cause of the decline is basically due to the limited land for paddy fields and the limited costs for farmers to open new paddy fields as a result of the high cost of opening new paddy fields. To meet the needs of family life, these farmers then work on other people's paddy fields in the Surungan way.

From the side of paddy field landowners in general, the cause for them to give up their fields to other people is due to the inability of landowners to work on their own land actively, for several reasons such as:

1. Farmers who own paddy fields have very large paddy fields or several fields of paddy fields.
2. Farmers who own paddy fields are physically unable to work on their own fields due to old age, or from a health point of view, it is not possible to do heavy work. While the necessities of life from the paddy fields are very necessary. To meet the necessities of life, they give up their land to other parties.
3. Having a residence that is different from the place where the paddy field is located is physically and economically not possible to work the land actively.
4. The owner of paddy fields is not a farmer, such as businessmen, or civil servants who cannot possibly work on the paddy fields. In general, the paddy fields owned by the latter were obtained due to inheritance which cannot be traded. There are taboos and prohibitions when selling ancestral land. In order to avoid damage to the paddy fields, as well as provide benefits to other people, the landowner usually orders other people to work the paddy fields, including by covering the land.

Thus, there are actually many things that cause landowners to abandon their land, apart from economic factors, as well as human factors, especially for paddy field owners who are socio-economically quite good. In fact, it is not uncommon for even though the paddy fields are closed in a legal relationship with the surungan agreement, sometimes part of the land owner is fully handed over to the cultivators of the land. In relation to this, the legal status of confinement is only as a guarantee so that cultivators are more responsible in working on their fields.

As in general agreements, surungan agreements give rise to rights and obligations for both cultivators and landowners. The owner of the paddy field is responsible for guaranteeing a sense of security for cultivators in working on the land, providing seeds according to the needs of the field, and during the surungan agreement, the owner does not transfer the land to other people. The landowner's rights include, among other things, obtaining a share of the yield of the paddy fields which is half of the net harvest, and receiving the paddy fields in good condition after the harvest is finished without any conditions. Meanwhile, the responsibilities of cultivators include working the paddy fields as well as possible, giving part of the harvest (half) to the owner, and handing over the paddy fields to the land owner after the harvest is finished. While what is his right is to obtain seeds or seeds from the owner of the field

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and obtain a share of the produce of the field, which amounts to half of the net proceeds. In the surungan agreement, each portion is half for cultivators and half for the owner of the paddy fields.

In practice, the term of the surungan agreement is one harvest. Thus, when the harvest is finished, the cultivator must return the land to the landowner. Furthermore, if both parties wish to continue the surungan agreement again, further deliberations must be held between the parties. In practice, this confinement continues for several harvests, especially for landowners whose socio-economic status is quite good. In the event that one of the parties cannot continue the surungan for some reason, for example, the cultivator dies or is sick so he cannot work on his field, while the term of the surungan agreement has not ended, then the work on the field can be continued by the cultivator's family until the harvest is finished and the surungan cannot be transferred to another other.

Based on the custom in the Besemah community, the tenants in the surungan agreement are given priority to farmers who have a kinship relationship with the owner of the paddy fields. This is very understandable because in principle the purpose of this surung agreement is mutual help and kinship. Therefore, if there is a family that has a close relationship with the owner of the field who needs the field, then of course they are given top priority, before other farmers. If no one among the families is interested in working in the fields, then surungan can be given to farmers in general.

Based on the description above, it can be concluded that in principle surungan is a production-sharing agreement on agricultural land. The object of the surungan agreement is in the form of productive paddy fields owned by someone, either as a farmer or not a farmer. In general, the reason for the occurrence of depression is that the owner of the paddy field cannot actively work on his own land for several reasons. Therefore, to maintain the productivity of the paddy fields in question and avoid damage to the paddy fields because they are not cultivated, the owner orders other people to work on the land with a surungan agreement. From the point of view of cultivators, the occurrence of depression is based on a reason they do not have paddy fields, while opening new paddy fields requires quite high costs. In addition, the land for opening new paddy fields is increasingly limited. Therefore, to fulfill the needs of his family, one alternative that can be done is to work on other people's paddy fields by means of surreptitious means.

In principle, the term of this surungan agreement is limited to one paddy planting season and is renewed. After the harvest is finished, the surungan agreement automatically ends. However, in practice, this agreement can last long enough to harvest several times by renewing the agreement. This happens because there is a harmonious relationship between the parties. Apart from the cultivators, most of them are farmers who still have a kinship relationship with the land owner, so that on the basis of kinship and mutual assistance this relationship can continue.

From the explanation above, it is based on the reality that occurs in the besemah community which still maintains the surungan institution to date. According to the writer's opinion, the existence of surungan can be used as a consideration for the government in providing the widest possible access to farmers in controlling agricultural land. Even in the future, institutions like this can be used as a model in promoting investment, especially in the plantation sector, with the principle of investment without displacing. Experience shows that recently there has been a tendency in the context of increase investment, especially in the plantation sector, which has limited access for farmers to obtain agricultural land. It is even more ironic that investment in the plantation sector is actually the cause of the loss of agricultural land which is the livelihood of farming families as a result of land acquisition for the plantation investment needs.

Tempohan

Apart from the model or method described earlier, in an effort to acquire agricultural land, another model is also known in the Besemah community, namely what is called Tempohan. This period is a way for farmers to control other people's agricultural land, within a certain period of time.

There is no explanation that can satisfy us as to when this institution arose and why this term arose. Only when referring to the concept of customary law as a norm that arises and lives and develops in society. Of course, when this institution came into effect is irrelevant. Because in customary law the enforceability of customary law is highly dependent on the community itself. This means that when the norm appears as a result of habits that are carried out repeatedly, are binding, and are guided as a norm that becomes a reference for society in acting and behaving, then since then the norm has been valid and binding. However, when people feel they no longer need these guidelines, due to several reasons, immediately those guidelines no longer apply, and society is bound by other institutions. In our opinion, the emergence of tempohan is actually a result of the habits of the semah community in controlling agricultural land. Based on the information that the author obtained from the community, it can be explained that the existence of this tempohan institution has been going on for quite a long time. It doesn't clear when but at least it has been going on for several generations of humans. Until now this tempohan practice is still valid in society.

The parties involved in this tempohan are landowners and cultivators of the land. In general, the reasons that cause this period include, among others, the limitations of the parties in terms of financing. On the one hand, landowners have agricultural land that they wish to clear, but do not have the ability to clear the land due to limited funds. On the other hand there are farmers who do not have agricultural land, who also economically do not have the ability to own agricultural land by buying other people's agricultural land. Therefore, by capitalizing on energy, this tempohan method can be done (Results of the Author's Interview with Sobirin).

In this institution, all costs incurred as a result of the tempohan are fully borne by the cultivators, while landowner farmers are not burdened with any fees. Even if the owner farmer provides expenses such as rice or money to the cultivator, it is only voluntary assistance from the landowner to the cultivator and it does not an obligation that is his responsibility.

However, the object of the period was agricultural land that had not been productive or the opening of new land, both for plantations and for paddy fields. Thus, the designation of the land depends on the condition and location of the land in accordance with the wishes of the land owner. If the land is designated for paddy fields, then the clearing of the land will be in the form of paddy fields, likewise, if the land allotment is for plantations, the form of tempohan will be in the form of plantation fields.

With regard to the length of time, the tempohan is highly dependent on the agreement of the parties at the time this contract was agreed upon. Then, there are no standard provisions regarding the length of the tempohan. Based on the author's observations, usually, the length of time is based on the amount of costs incurred by the cultivator plus the estimated benefits obtained by the cultivator in working on the land. For example, for coffee plants, usually, until the coffee has finished the fourth harvest (*cucung agung*). If you calculate the length of time until the grand cub, then the length of time for coffee plants is around seven years. The land used for paddy fields usually takes several harvests, and for seasonal crops, there are also several harvests. If the time period is up, the tangible land whether it is a garden or paddy field will return to the land owner without being burdened with any conditions.

From the length of time that is very flexible, it is very clear that this temporary agreement has the character of helping each other between the parties. This element of mutual help is very clear that for the

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cultivator he can enjoy the results of working the land to meet the needs of his family. Meanwhile, the owner of the land will receive productive agricultural land, either in the form of rice fields or in the form of gardens after the expiration of the term.

Besides that, in this tempohan agreement, it is also very clear that the element of justice which is the spirit of the law is given priority. This can be explained by the length of the time period which is based on the costs incurred and the benefits that can be obtained by cultivators. It is very clear that respect for cultivators is given great attention. In a sense, it is highly avoided if opening new land causes cultivators to feel disadvantaged.

From this description, it can be concluded that in principle Tempohan is an agreement for the production of agricultural land for a certain period of time. It's just that the concept of results in this agreement has a unique character when compared to the results as understood in production-sharing agreements in general. For cultivators, the concept of yield here is the result of efforts to work the land, for example, rice, coffee, and other crops. But for the owner of the concept of the result is in the form of productive land such as plantation fields or paddy fields.

This agreement's orientation is almost the same as land production sharing transaction as explained in the previous sub-chapters, which is more towards humanitarian efforts, namely mutual help and kinship. By not denying that there is an economic element as a consequence of humans wanting to fulfill their daily lives. Moreover, those involved in this agreement are usually the parties who are still bound by very close kinship.

With regard to the formalities in the transaction for the results of this tempohan, it can be explained that the parties are not bound by rigid formalities. In the sense that tempohan do not have a written form of agreement, but only do so orally. This is understandable because, in addition to the principle of trust which they still value highly, sharecroppers are usually farmers who still have family ties with the landowner. Rigid formalities will actually make mutual trust fade. Even if there is a possibility of conflict, they usually resolve it in a family way by involving respected people such as traditional leaders, jurai tue, and others.

Observing the existence of product-sharing transaction institutions as previously described (Nyaseh, Surungan, Tempohan, Paruan), previously explained, which are still in effect in the community, especially in the neighborhood community, and perhaps similar institutions are also still in effect in many other communities. In the future, presumably, these institutions of customary land law need to be used as a consideration for the government in the framework of policymaking in the field of agricultural land-reform which cannot be finished yet. By accessing a lot of values and wisdom contained in society, it is believed that it will accelerate the process of enactment of land law policies in society.

The concept of respecting, protecting and fulfilling human rights of the Besemah Traditional Law Community

Indigenous Peoples' Rights to Land

Customs have strong ties and influence in society. The binding force depends on the community supporting these customs, mainly based on feelings of togetherness, idealism and justice. It is difficult to imagine that customs, even though they are maintained continuously, will automatically create legal certainty if there are binding rules that regulate the present and future order of life (Afnaini & Hamdan, 2023).

Distinguishing customs and customary law can be seen from the rules that exist in society and the sanctions given to parties who violate these rules. Malinowski stated that the difference between custom and law is based on two criteria, namely the source of sanctions and their implementation. In custom, the source of sanctions and their implementation lies with individual and group members of society, whereas in law, sanctions and their implementation lie with a centralized force or certain bodies in society.

According to the author, the assessment of the legal experts above tends to look at customary law from the aspect of sanctions applied by an authority or ruler when an individual violates agreed norms. However, customary law is not always synonymous with providing sanctions. In certain societies, sanctions are the last alternative when someone does not comply with the norms that exist in society. The most important thing for society is that customary law can provide a sense of security and create order in social relations. Sanctions are not always given by a powerful authority or institution, but some are also given by society directly through restrictions on relationships or social interactions (Muazzin, 2014).

It can be concluded that customary law, as interpreted in this writing, is customary law that contains its constituent elements, such as customs as values that have been institutionalized in society through the actions of society, contains norms based on unwritten mutual agreement, has institutions or organizations that enforce them, has sanctions, and is influenced by the religion held in society. The values and norms that have been obtained based on past agreements, in modern life are still used as references as local wisdom (Thontowi, 2005).

Furthermore, according to the author, it substantially provides an understanding that customary law is a law that is always alive and developing in society, which always follows developments with the times, provides a guarantee of order for society, and is able to provide justice. Customary law aims to create peace and improve welfare for society. In addition, the rights of customary law communities are individual rights or communal rights. According to Achmad Sodiki, the concept of land control that applies to traditional communities, includes customary rights, namely the rights of a legal community as a unit that has authority both outward and internally, and within it there are individual rights to land, namely rights that arise due to continuous intensive cultivation of a plot of (vacant) land (Sodiki, 1994). Muchsin defines customary rights as rights owned by customary law communities over certain areas which constitute the living environment of their citizens to take advantage of natural resources, including land within the area for their survival and livelihood. Recognition of customary rights indicates the ability of citizens, according to custom, to own or control land collectively to fulfill common interests, and also recognition of individual land rights (Muazzin, 2014).

Availability of land for agriculture can also be used to achieve food security. Normatively, Law No. 41 of 2009 concerning Sustainable Food Agricultural Land is a legal instrument established by the state to increase the volume of food reserves. The government, in this case the Food Security Agency, Ministry of Agriculture, up to 2016, has built 3,826 agricultural land (Redi and Chandaranegara (Ed), 2020). However, this law only helps the availability of food land normatively, while in fact the existence of sustainable agricultural land is threatened by development policies for the public interest which are based on the legal umbrella, Law No. 2 of 2012 concerning Land Acquisition for Public Use which is the authority of the Ministry of Agrarian Affairs and Spatial Planning/State Civil Service Agency (Kemen-ATR/BKN). Policy disharmony also occurs due to the Government's failure to restrain the rate of population growth. It is estimated that the increase in Indonesia's population by 2035 will increase at a rate of 1.3-1.5% per year or around 440 million people. The estimated picture of population growth will be in conflict with the main principle of protecting and prohibiting the conversion of land for sustainable agricultural food. In other words, the failure to realize a sustainable agricultural land policy will have three implications, namely: the

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decline of productive land, the regeneration of farmers is interrupted, and land conversion occurs. even though there is Law No. 41 of 2009, the problem of land conversion to non-agricultural land has occurred and continues to increase, as stated by Raihan, that on the island of Java, the percentage of conversion of rice fields to housing has increased to 58.7%; conversion of rice fields into other agricultural land 21.8%; and conversion of rice fields into non-residential areas rose to 35.3%. Meanwhile outside Java there is also an increasing trend: conversion of rice fields reached 16.1%; conversion of rice fields to other agricultural land increased to 48.6%; and the conversion of rice fields to non-residential use rose to 35.3% (Raihan, 2013).

Failure to achieve sustainable agricultural land will result in Indonesia being dependent on food imports. Indonesia will depend on food supplies from other countries. Therefore, realizing sustainable agricultural land is very dependent on the central and regional government food policies which often change each period. For this reason, it is urgent to regulate the availability of agricultural land in the constitution, considering that one of the functions of law according to Esmi Warassih is to be the basis of all policies. This besemah community profit sharing transaction is a solution to realizing indigenous people's rights to land and food security rights (Warassih, 2016).

Farmers' Economic Rights to a Decent Standard of Living

The protection and empowerment of farmers aims to realize the sovereignty and independence of farmers in order to improve their level of welfare, quality and better life. The influence of modern economic activities has now given birth to the development of conglomerates, which in various ways try to acquire and control agricultural land. Not only for productive business activities but also for investment objects and not infrequently also for speculation. National agrarian law must embody the incarnation of Pancasila as the spiritual principle of the State and the ideals of the Nation as stated in the Preamble to the Constitution. The Basic Agrarian Law has given birth to Pancasila Democracy, while customary law is used as the basis for national land law, which is in accordance with the personality of our nation, because customary law is our original law (Suciati, 2016).

One of the principles of protecting and empowering farmers is openness, namely that the implementation of protecting and empowering farmers must be carried out by taking into account the aspirations of farmers and other stakeholders, supported by information services that can be accessed by the public. Even when farmers do not have the power to overcome the third loss, crop prices fall.

Legal protection can be carried out in two ways, namely preventive and repressive legal protection. Preventive legal protection is legal protection that is preventive in nature. Protection provides the people with the opportunity to raise objections to their opinions before a government decision takes definitive form. Repressive legal protection functions to resolve disputes when a dispute occurs. Legislation has determined the forms of protection given to the community against abuses from other parties, whether in authority, businessmen or people who have better economic conditions than the victim. For example, child protection, labor, domestic violence, injustice and neglect. The Law on the Protection and Empowerment of Farmers, article 12, in conjunction with article 7, paragraph 2, states that the strategy for protecting farmers is carried out through: a. infrastructure and means of agricultural production;b. business certainty; c. agricultural commodity prices; d. elimination of high-cost economic practices; e. compensation for harvest failure due to extraordinary events; f. early warning system and handling the impacts of climate change; dang. agricultural insurance. The legal institutions for agricultural product sharing (nyaseh, surungan, tempohan,paruhan, and sande) are not solely oriented to economic aspects, but what is most prominent is the mutual cooperation and family aspects.

Rights to culture and customary mechanisms

Indigenous peoples have the right to the full enjoyment, collectively and individually, of all human rights and fundamental freedoms recognized in the Charter of the United Nations, the Universal Declaration of Human Rights and international human rights law. Indigenous peoples and their citizens are free and equal to all other community groups and citizens, and have the right to be free from all forms of discrimination in exercising their rights, especially those based on their origin or identity (Hendra et.al, 2025).

Indigenous peoples have the right to determine their own fate. Based on these rights, they freely determine their political status and freely develop their economic, social and cultural progress. In exercising their right to self-determination, they have the right to autonomy or self-government in matters relating to their internal and local affairs, as well as ways and means to fund their autonomous functions. Indigenous Peoples have the right to maintain and strengthen their distinct characteristics in the fields of political, legal, economic, social and cultural institutions, while retaining their right to participate fully, if they wish, in the political, economic, social and cultural life of the State (Hasanah et.al, 2025).

Indigenous peoples have the right to participate in the decision-making process regarding matters that will have an impact on their rights, through representatives they elect in accordance with their own procedures, and also to maintain and develop the decision-making institutions to which they have traditionally belonged. States consult and cooperate sincerely with indigenous peoples through their own representative institutions so that they can freely determine their consent before adopting and implementing laws or administrative measures that may affect them. Indigenous peoples have rights to the lands, territories and resources that they have traditionally owned or occupied or otherwise the lands, territories and resources that have been used or that have been acquired. Indigenous peoples have the right to own, use, develop and control the lands, territories and resources they own on the basis of traditional ownership or other traditional placement and use, as well as lands, territories and resources owned in other ways. Countries will provide legal recognition and protection for these lands, territories and resources. This recognition must be carried out in line with respect for the customs, traditions and land tenure systems of the indigenous communities concerned (Rimawati, 2025).

States are required to establish and implement, in relation to the indigenous peoples concerned, a fair, independent, impartial, open and transparent process, in giving proper recognition to indigenous peoples' laws, traditions, customs and systems of land tenure, to recognize and determine the rights of indigenous peoples to their lands, territories and other resources, including those traditionally owned or otherwise controlled or used. Indigenous peoples have the right to participate in these processes. Indigenous peoples have the right to obtain compensation, by means including restitution or, if this is not possible, appropriate and fair compensation, for the lands, territories and resources that they have traditionally owned or otherwise controlled or used, and which have been confiscated, taken over, controlled, used or damaged without their prior free and coercive consent. monetary or other appropriate compensation (Zein et.al, 2025). The legal institutions for sharing agricultural products (Nyaseh, Surungan, Tempohan,Paruhan, And Sande) are not solely oriented to economic aspects, but the most prominent ones are the mutual cooperation and family aspects.

CONCLUSION

To meet the need for resources (land) for agricultural land (rice fields or gardens) in the Besemah community, various models are used. These models are nyaseh, surungan, tempohan, paruan, and sande.

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The existence of legal institutions for profit sharing (nyaseh, surungan, tempohan, paruan, and sande) is still in effect in the Besemah community, especially in the Besemah community in Pagar Alam City and Lahat Regency. The legal institutions for profit sharing in agricultural land (nyaseh, surungan, tempohan, paruan, and sande) are not only oriented towards economic aspects, but what really stands out are the aspects of mutual assistance and kinship. In practice, in agricultural product transactions (Nyaseh, Surungan, Tempohan, Paruan, and Sande), there are no formalities as regulated in Law Number 2 of 1960. For the Basemah community, the existence of these formalities will actually create rigidity and eliminate the philosophy of the existence of these legal institutions. It is very important for the Indonesian government to immediately create clear guidelines for the profit-sharing system. Indigenous people's rights to land, farmers' economic rights to a decent standard of living, and the right to cultural and customary mechanisms. In addition, by increasing the adaptive capacity of schools, dynamic governance serves as a bridge between technical regulations and human rights principles. The integration of legal compliance and dynamic governance serves as a strategic foundation to ensure that the School Operational Assistance (SOA) policy functions not only as a budget program but also as a tool to fulfill human rights, particularly the right to quality, equal, and accessible education for all students. Improving dynamic governance in SOA management is not merely a technical reform, but a strategic effort to protect the right to education as a component of human security. When regulatory strictness, reporting burdens, or funding delays limit school operations, the fulfillment of students' equal education rights becomes vulnerable. Therefore, this study aims not only to evaluate the condition of SOA fund management in Jakarta Province but also to develop a dynamic governance-based policy model that can increase flexibility, transparency, and accountability in the distribution and use of SOA funds. This model is built by referring to the three main pillars of dynamic governance: Thinking Ahead, Thinking Again, and Thinking Across.

REFERENCES

Afnaini & Hamdan. (2023). Traditional Law Areas Relevant to Overcoming The Problems Of The Indonesian Nation In The Globalization Era. Jurnal Restorasi: Hukum Dan Politik, 1(2), 79–92. https://seaninstitute.or.id/bersinar/index.php/restorasi/article/view/62.

Arizona, Y, et.al. (2019). The Role of Indigeneity NGOs in the Legal Recognition of Adat Communities and Customary Forests in Indonesia. The Asia Pacific Journal of Anthropolog, 20(5), 487.

Bedner, A. & Arizona, Y. (2019). Adat in Indonesian Land Law: A Promise for the Future or a Dead End? The Asia Pacific Journal of Anthropology, 20(5), 416-430.

Haliani, M.T. & Sanep, A. (2009). Aplikasi Fiqh Muamalat dalam Sistem Kewenangan Islam. UPENA.

Harjanto, A. (1998). Perilaku Masyarakat Desa Perambah Hutan Lindung Di Kecamatan Kepahiang Kabupaten Rejang Lebong Propinsi Bengkulu. Jurnal Penelitian Hukum Fakultas Hukum Universitas Bengkulu, V(V).

Hasanah, U, et.al. (2025). Legal Harmonization Between The Omnibus Law And Basic Agrarian Law (UUPA) In Protecting Indigenous Rights. Cepalo, 9(2), 95–106. https://doi.org/10.25041/cepalo.v9no2.3930.

Hendra, R, et.al. (2025). The Importance Of Tenure And Access Rights For Indigenous Peoples. Cepalo, 9(2), 81–94. https://doi.org/10.25041/cepalo.v9no2.3616.

Kontesa, E. (1995). Perjanjian Sorong Dan Implikasi Yuridisnya Di Kecamatan Kepahiang Kabupaten Rejang Lebong Propinsi Bengkulu. Jurnal Penelitian Hukum Fakultas Hukum Universitas Bengkulu, III(II), 3–18.

_____. (1996). Praktek Perjanjian Sando Setelah Berlakunya Undang-Undang Nomor 56 PRP Tahun 1960 Di Kecamatan Kepahiang. Jurnal Penelitian Hukum Fakultas Hukum Universitas Bengkulu, III(III), 34–39.

Muazzin. (2014). Hak Masyarakat Adat (Indigenous Peoples) atas Sumberdaya Alam: Perspektif Hukum Internasional. Padjadjaran Jurnal Ilmu Hukum, 1(2), 322–345.

https://doi.org/10.22304/pjih.v1n2.a7.
Muhlis, A, et.al. (2024). The Influence of CEO Narcissism and Sustainability Reporting on Tax Avoidance: Exploring Institutional Ownership as a Moderating Variable. Jurnal Manajemen Bisnis, 11(1), 208–218. https://doi.org/10.33096/jmb.v11i1.741.
Mukhlis, et.al. (2024). The Legal Culture to Prevent Radical Islamism by a Pesantren in Madura. De Jure: Jurnal Hukum Dan Syar'iah, 16(1), 58–87. https://doi.org/10.18860/j-fsh.v16i1.26216.
Nurdin, A. A. & Jamaludin, A. N. (2024). Unraveling Cults in West Java: A Socio-Legal Analysis of Teachings, Spread, and Human Rights Implications. Khazanah Hukum, 6(2), 163. https://doi.org/10.15575/kh.v6i2.36417.
Nurdin, Z. & Tegnan, H. (2019). Legal Certainty in the Management of Agricultural Land Pawning in the Matrilineal Minangkabau Society, West Sumatra. Land, 8(117), 1.
Raihan. (2013). Lingkungan dan Hukum Lingkungan. Universitas Islam Jakarta.
Redi, A & Chandaranegara, I. S (Ed). (2020). Segi Hukum Terhadap Implikasi COVID-19 di Indonesia: Hasil Kritis Pimpinan APPTHI. Kerja Sama APPTHI dan Kencana.
Rimawati. (2025). Understanding Adat Law Norms Resistance To The Prohibition Of Pasung: Legal And Social Challenges In Kapanewon Girisubo, Gunung Kidul. Cepalo, 9(2), 119–132. https://doi.org/10.25041/cepalo.v9no2.3803.
Shafiai, M. H. B. M. & Samsi, A. J. B. M. (2013). Farmers' Practices in Developing Agricultural Land in Malaysia: Is there an Islamic Micro-finance Solution? Tazkia Islamic Finance and Business Review, 8(2), 154.
Siboy, A, et.al. (2022). Judicial Review in Indonesia: A Simplification Model. Lex Scientia Law Review Journal, 6(2), 365.
Sidik, H, A. (1980). Hukum Adat Rejang. PN Balai Pustaka.
Sodiki, A. (1994). Penataan Kepemilikan Hak atas Tanah di Daerah Perkebunan Kabupaten Malang (Studi tentang Dinamika Hukum). (Disertasi, Universitas Airlangga).
Suciati. (2016). Perlindungan Hukum Terhadap Petani Dalam Menggapai Negara Kesejahteraan (Welfare State). Jurnal Moral Kemasyarakatan, 1(2), 149–161.
Susetyo, H, et.al. (2023). Panglima Laot and Contributions in Upholding Customary Law in Aceh's Maritime Regions. The Indonesian Journal of Socio-Legal Studies, 3(1), 3–4. https://doi.org/10.54828/ijsls.2023v3n1.5.
Syamsudin, M, et.al (Ed). (1998). Hukum Adat Dan Modernisasi Hukum. FH UII Press.
Thontowi, J. (2005). Komunitas Lokal dalam Perspektif HAM dan Hukum Nasional. Jurnal Hukum, 57, 239–245.
Ulum, M. B. et.al. (2022). Constitutional Debate on European Union's Shifting Pathway towards Supranationalism. Lex Scientia Law Review Journal, 6(1), 5.
Villiers, B, d. (2023). Breathing Life into the Constitution: the Transformative Role of Courts to Give a Unique Identity to a Constitution. Constitutional Review Journal, 9(1), 109–110.
Warassih, E. (2016). Pranata Hukum: Sebuah Telaah Sosiologis. Pustaka Magister.
Warman, K. & Fatimah, T. (2023). Agrarian Reform in the Forests Around Vernacular Settlements: Asset Reform and Access Reform in Rural West Sumatra, Indonesia. ISVS E-Journal, 10(6), 135.
Zein, Y, A, et.al. (2025). Local Government Authority In Exercising Rights Of Cultural Protection And Preservation In Malinau Regency. Cepalo, 9(2), 133–152. https://doi.org/10.25041/cepalo.v9no2.4059.