

## LEGAL ANALYSIS OF THE KKPA AGREEMENT BETWEEN THE COMMUNITIES OF THE VILLAGES OF TAMBUSAI TIMUR, TINGKOK, AND LUBUK SOTING AND PT. HUTAHAEAN

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### Abstract

This study analyzes the plasma partnership agreement (KKPA) between the communities of East Tambusai, Tingkok, and Lubuk Soting villages and PT Hutahaeen, which has been in place since 1999. The agreement stipulates a 65% profit sharing agreement for the community and 35% for the company. However, the community claims that their rights have not been fulfilled, particularly regarding the reallocation of the 20% plasma, unpaid profit sharing, and land use outside the company's HGU (land use permit). Using a qualitative approach, this study collected data from agreement documents, field identification results, and interviews with community leaders and relevant officials. The results indicate that PT Hutahaeen has occupied community land without valid permits and has not fulfilled its obligations in accordance with applicable laws and regulations. Based on these findings, this study recommends: (1) law enforcement against PT Hutahaeen for breach of contract and unauthorized land use; (2) the formation of an integrated team involving the government, the Regional People's Representative Council (DPRD), and indigenous communities to resolve the dispute; (3) reviewing the company's HGU status and evaluating the feasibility of its extension; and (4) delaying plasma reallocation and profit sharing payments. This research is expected to contribute to the resolution of agrarian disputes and become a reference for fairer and more sustainable natural resource management policies.

**Keywords:** *Agreement, Customary Land Dispute, Default.*

### INTRODUCTION

Land, in the legal sense, plays a crucial role in human life because it determines the existence and continuity of legal relationships and actions, both individually and in terms of their impact on others. To prevent land issues from causing conflicts of interest in society, land regulation, control, and use, or in other words, land law, are required. To implement these provisions, Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA) was enacted. With the enactment of UUPA, Indonesia has since had a National Agrarian Law, a legacy of independence after Dutch colonial rule. Land is a key element in the implementation of the Primary Cooperative Credit for Members (KKPA) program, particularly in the oil palm plantation sector. Under the KKPA scheme, communities, through cooperatives, generally provide land as the primary contribution in partnership with the core company. The land used can be customary land, privately owned land, or land with specific rights that have been held by the community for generations. The development of the plantation sector, particularly oil palm, has had a significant impact on the national economy and communities surrounding plantation areas. One partnership model implemented in plantation business development is the Primary Cooperative Credit for Members (KKPA), a collaborative scheme between large plantation companies and cooperatives representing local communities. The primary objective of this scheme is to empower communities through the development of plasma plantations managed jointly with the core company. Agreements are an essential part of social life and inseparable from daily activities. In practice, agreements occur not only between business actors or business entities, but also frequently between individuals within the community, such as KKPA agreements. Agreements are legally binding as long as they meet the elements of a valid agreement as stipulated in Article 1320 of the Civil Code (KUHPdata).

In practice, the KKPA agreement between the community (through cooperatives) and the core company serves as the legal basis for regulating the rights and obligations of each party. This agreement covers aspects of financing, land management, profit sharing, and social and environmental responsibility. Although theoretically designed as a mutually beneficial form of cooperation, in practice it often gives rise to various legal issues, such as imbalanced bargaining power, lack of transparency in fund management, and discrepancies between the written agreement and implementation on the ground. Many communities feel disadvantaged in this cooperative relationship due to a weak understanding of the agreement's contents, minimal involvement in the negotiation process, and limited access to legal assistance. Legal issues in the implementation of the KKPA Agreement also became a problem between the communities of East Tambusai, Tingkok, and Lubuk Soting villages with PT. Hutahaeon. On August 16, 1999, PT Hutahaeon and KUD Setia Baru of East Tambusai Village which has now become 3 villages namely East Tambusai, Tingkok and Lubuk Soting. Tambusai District agreed to enter into a cooperation agreement to carry out oil palm plantation cultivation where the costs in the implementation are KKPA credit funds which are loan funds from the Bank with an amount per hectare as stipulated in the feasibility study of the Bank Indonesia (BI) proposal. In order to assist government programs in improving community welfare and reducing poverty through increasing farmer income by building, managing and maintaining oil palm plantations with a credit pattern to primary cooperatives for members (KKPA).

In the implementation of the cooperation agreement, the members of the Setia Baru Village Unit Cooperative as land providers with a total area of 2,380 ha (two thousand three hundred and eighty hectares) located in the village of East Tambusai, Tambusai sub-district, Rokan Hulu Regency. And PT. Hutahaeon as the executor of the Development, Management and maintenance of oil palm plantations on land owned by KUD members. The problem and the author is interested in conducting this research is that it has been 20 years since the agreement but the people of East Tambusai, Tingkok and Lubuk Soting villages have never received their rights or benefits from the KKPA Agreement so the author researched with the title of juridical analysis of the agreement between the people of East Tambusai, Tingkok, Lubuk Soting villages with PT. Hutahaeon. The formulation of the problem that the author raised is how is the implementation of the Agreement between the Village Communities of East Tambusai, Tingkok, Lubuk Soting with PT. Hutahaeon and how is legal protection for the community if there is a default or deviation in the implementation of the agreement by PT. Hutahaeon.

## **METHOD**

This type of research is a sociological or empirical legal research that is initially studied is secondary data, to then be continued with research on primary data in the field, or on the community. The data analysis method used in this study is a qualitative analysis method, namely what respondents stated in writing or verbally was recorded based on facts in the field. The next stage is drawing conclusions that the author did deductively, namely explaining clearly the implementation of the agreement between KUD Setia Baru and PT. Hutahaeon, and analyzing the data and then drawing conclusions from general things to specific things.

## **RESULTS AND DISCUSSION**

### **A. Implementation of the Agreement Between the Community of East Tambusai Village, Tingkok, Lubuk Soting and PT. Hutahaeon**

Land disputes are disputes that arise due to conflicting interests over land. Land disputes are unavoidable in today's era, this is due to the very high demand for land in today's era while the number of land plots is limited. This demands improvements in the field of land management and use for the welfare of the community and especially its legal certainty. For this reason, various efforts are made by the government, namely seeking to resolve land disputes quickly to avoid the accumulation of land disputes, which can be detrimental to the community, for example, land cannot be used because the land is in dispute, such as the problem of implementing the Agreement Between the Village Community of East Tambusai, Tingkok, Lubuk Soting With PT. Hutahaeon which until 2025, it has been 20 years since the community has not received profit sharing from the agreement and cannot use the land. An agreement is a bond or agreement made by both parties, which is in the form of a law for those who make it, that is the meaning of Article 1338 of the Civil Code. Therefore, both parties are obliged to comply and obey the agreement that has been made and must be implemented by both parties in accordance with the contents of the agreed agreement. The provisions governing agreements are contained in Book III of the Civil Code under the title of agreement. The word agreement is a broader word than agreement. An agreement can be interpreted as an event where one person promises to another person or where two people promise each other to carry out something. According to the provisions of Article 1234 of the Civil Code, there are 3 possible forms of performance, namely:

1. Give something
2. Do something
3. Do nothing.

In the case of an agreement to give something, each party must hand over something to the other party, meaning that each party has rights and obligations over the object they receive. These rights and obligations must be balanced according to the agreement between both parties. Basically, an agreement will work well if the parties entering into the agreement are based on good faith. Good faith in an agreement must exist from the moment the new agreement is agreed, meaning that good faith exists during pre-agreement negotiations. Ridwana Khairandy stated that: "Good faith must exist from the pre-contract phase where the parties start negotiating until reaching an agreement and the contract implementation phase."

However, if one party fails to act in good faith or fulfills their obligations, a breach of contract will occur. The term "breach of contract" comes from Dutch and means poor performance. Breach of contract can include not fulfilling what was promised, fulfilling what was promised but not as intended, fulfilling what was promised but late, or doing something that was not permitted under the agreement. As in the implementation of the partnership agreement for the Core-Plasma oil palm plantation between PT. Hutahaeon and the Setia Baru Village Unit Cooperative (KUD), now it has become 3 villages namely Tambusai Timur Village, Lubuk Soting Village and Tingkok Village, Tambusai District, Rokan Hulu Regency which was made on August 16, 1999. They each agreed to enter into a cooperation agreement to carry out oil palm plantation cultivation where the costs in its implementation are KKPA credit funds which are loan funds from the Bank with an amount per hectare as stipulated in the feasibility study of the Bank Indonesia (BI) proposal. In order to assist government programs in improving community welfare and reducing poverty through increasing farmer income by building, managing and maintaining oil palm plantations with a credit pattern to primary cooperatives for members (KKPA).

In the implementation of the cooperation agreement, the members of the Setia Baru Village Unit Cooperative as land providers with a total area of 2,380 ha (two thousand three hundred and eighty hectares) located in the village of East Tambusai, Tambusai sub-district, Rokan Hulu Regency. And PT. Hutahaeon as the executor of the Development, Management and maintenance of oil palm plantations on land owned by KUD members. KUD Setia Baru is obliged to provide power and authority to manage credit funds to PT. Hutahaeon to build plantations owned by KUD Setia Baru members, including all loan funds and credit disbursements that have been recorded by the Bank from the first party's account to the second party's account to finance the construction of plantations owned by KUD members. And KUD Setia Baru is obliged to give power of attorney to PT. Hutahaeon to make credit installment payments and interest to the Bank, every quarter (every three months) and deductions for maintenance and harvesting costs.

The form of work of PT. Hutahaeon in the management and maintenance of oil palm plantations on land owned by KUD members in this cooperation agreement includes:

1. Development of oil palm plantations, carrying out all land clearing processes such as felling and procurement of oil palm seedlings, up to planting oil palm seedlings.
2. Carrying out all maintenance processes for oil palm plantations such as fertilization, weed removal and maintenance.
3. Fresh Fruit Bunch (FFB) Harvesting
4. Marketing of Fresh Fruit Bunches (FFB)
5. Transportation of Fresh Fruit Bunches from Plasma to Factory.

Based on the above, each party will benefit from the agreement with the agreed profit sharing stated in Article 2 paragraph (3) where with a land area of 2,380 Ha (two thousand three hundred and eighty hectares), the profits will be shared consisting of 35% (thirty five percent) or 833 hectares for Inti (PT Hutahaeon) and 65% (sixty five percent) or 1,547 hectares is for plasma to each cooperative member. The term of cooperation in the Agreement is contained in article 3, which states that the cooperation begins when the agreement letter is signed until the plantation no longer produces fresh fruit bunches (FFB) or approximately 25 (twenty five) years. In the process of the KKPA pattern agreement for 18 years, the agreement has been made but PT. Hutahaeon has not yet given the rights of the community (each cooperative member) as stated in article 5 of the agreement. The contents of article 5 are as long as the plants have started to produce, PT. Hutahaeon is obliged to hand over the oil palm plantation belonging to the KUD members according to the area of land of the First Party members 5 years from the year of planting. It has now been over 20 years since this agreement was made, meaning PT Hutahaeon should have fulfilled its obligations in approximately 15 years. However, from 1999 until the time of this research, the second party (PT Hutahaeon) has not complied with the terms of the agreement mentioned above. As explained by one of

the administrators of KUD Setia Baru, PT. Hutahaeen as the second party has not yet carried out the contents of the agreement according to the agreement that has been made together in front of a notary. Therefore, the cooperative as a representative of the members continues to ask about the progress of the work on the oil palm plantation on the land of the community or members of KUD Setia Baru, but PT. Hutahaeen often gives excuses and cannot be consulted by the cooperative administrators, and there have been several meetings held between the community or cooperative members and PT. Hutahaeen, including in 2006, but no agreement has been reached.

Furthermore, there was also a meeting between the community or KUD management with PT. Hutahaeen mediated by the Rokan Hulu Regency DPRD in 2017, but until now the decision taken at the meeting has not been realized in accordance with the wishes of KUD members, where they asked for the distribution of land that had been cultivated by the company and had passed the agreed time and the land that had been planted had also produced fresh fruit bunches. Likewise, what was conveyed by the management of PT. Hutahaeen, the cooperation agreement for the development of oil palm plantations between KUD Setia Baru and PT. Hutahaeen has not been realized, because there are several things that hinder the cooperation, including the existence of other parties/certain parties who have seized or claimed the land is theirs, this has not been resolved by KUD Setia Baru, so that the land cannot be cultivated. From the statement above, it can be understood that the reason why oil palm land cannot be distributed to members of KUD Setia Baru is because the land being developed is still problematic with other community members, so that the plantation development carried out by PT. Hutahaeen cannot be carried out in its entirety.

As explained above, the failure to implement the oil palm plantation development agreement between KUD Setia Baru and PT. Hutahaeen is due to several inhibiting factors, including those explained below :

**1. There is another party that controls the agreed land**

This was also conveyed by a PT. Hutahaeen administrator who stated that, at the initial agreement, the land to be cultivated and developed was 2,380 hectares. However, certain individuals prohibited cultivation of 1,547 hectares, claiming the land belonged to them. Therefore, the company could no longer continue developing the oil palm plantation as stipulated in the agreement.

**2. Not only the people of East Tambusai Village, Tingkok, Lubuk Soting, but the company PT. Hutahaeen has also experienced losses.**

According to the management of PT. Hutahaeen, most of the land or plots prohibited by these individuals have been cleared, and some have even been planted, and roads and ditches have been built by PT. Hutahaeen. Then there is 200 hectares of land where roads and ditches have been built, and some have also been planted, but it was sold by community members to another company. This is clearly detrimental to the company because the company has invested a lot of capital to cultivate the land, only to have it seized by others.

**3. Companies Can Share Oil Palm Land If the Community Can Reimburse the Costs/Capital Already Incurred by PT. Hutahaeen**

The company was unable to fulfill the requests of the community or members of the Setia Baru Cooperative, so this factor also became an obstacle in realizing or realizing the cooperation agreement in the development of oil palm plantations between the Setia Baru Cooperative and PT. Hutahaeen.

**B. What legal protection is provided for the public in the event of default or deviation in the implementation of the agreement by PT. Hutahaeen?**

Legal protection encompasses all efforts made to provide citizens with a sense of security, justice, and legal certainty in exercising their rights. In the context of contractual relationships, legal protection is provided to parties harmed by the failure of another party to fulfill their obligations (default), as guaranteed by the Civil Code (KUHPerdata) and various related legal provisions. In every agreement, both parties are required to act in good faith. If one party deviates from this principle, the injured party's legal rights must be upheld. PT. Hutahaeen's breach of the agreement violates the principles of legal certainty, justice, and balance in contracts.

Legal protection for the community as the injured party is regulated in the following legal provisions:

**a. Article 1239 of the Civil Code**

"Every agreement to do something or not to do something, is punished with compensation for costs, losses and interest if he does not fulfill his obligations."

**b. Article 1243 of the Civil Code**

Gives the injured party the right to sue for compensation if the other party fails to fulfill its obligations after being given an official warning (summons).

**c. Article 1338 of the Civil Code**



An agreement made legally applies as law for the parties, so that if it is violated, the injured party has the right to demand legal protection.

PT. Hutahaeen must strictly implement the agreements it has made to avoid harming other parties. If the company has cultivated land that should be distributed to cooperative members, this must be done and agreed upon in accordance with the principle of legal propriety.

The following are the forms of default that are deemed to have been carried out by PT. Hutahaeen because they did not carry out the obligations as stipulated in Article 5 of the agreement, namely:

- Not handing over the palm oil plantation to KUD members after the plants have produced.
- Not sharing plasma business results as promised.
- Not providing transparent accountability reports regarding the management of funds and land.

Legal protection for the residents of Tambusai Timur, Tingkok, and Lubuk Soting villages as members of the Setia Baru Cooperative (KUD) is very strong if PT Hutahaeen is proven to have committed a breach of contract. The community has the full right to demand fulfillment of the agreement, sue for compensation, and encourage oversight by state institutions. Law enforcement must be carried out to ensure that the community's rights to land and business profits are not harmed by negligence or misconduct on the part of the company.

Forms of legal steps that can be taken

1. Land audit and verification :  
Conduct a re-registration with the National Land Agency (BPN) on 2,380 ha (identification of problematic land)
2. Summons and Civil Lawsuits:  
KUD can send an official warning to PT. Hutahaeen if there is no response, proceed to a default lawsuit.
3. Report to the Ombudsman or the Land Mafia Task Force  
If there are indications of maladministration by the government or the involvement of land mafia
4. Request for credit fund audit and accountability  
Conduct a credit audit of KKPA funds by a public accountant. If there is any misuse, report it to the OJK or the credit-disbursing bank.
5. Advocacy and Legal Support  
Involve Agrarian NGOs or legal assistance from LBH.

## CONCLUSION

The implementation of the cooperation agreement for the development of oil palm plantations between KUD Setia Baru and PT. Hutahaeen in Tambusai Timur Village, Tambusai District, Rokan Hulu Regency, was preceded by a cooperation agreement outlined in a cooperation agreement before a notary. Then it was implemented based on the rights and obligations of each party, namely the first party (KUD Setia Baru) and the second party (PT. Hutahaeen). However, the implementation of the rights and obligations as stated in the agreement has not been implemented at all due to various things that occurred in the field, namely land grabbing by certain individuals so that the company could not continue the development of the promised oil palm plantation.

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