



## Implementation of Agricultural Land Lease Agreements Based on Profit Sharing System in Kejajar District, Wonosobo Regency

Silvy Audia Rakhma, Susilo Wardani, Selamat Widodo

Faculty of Law, Universitas Muhammadiyah Purwokerto

Email : audyasilvy@gmail.com

### Abstract

Most of the Wonosobo area is a mountainous area, therefore the livelihoods of the Wonosobo people are still mostly working in agriculture. In Kejajar District, Wonosobo Regency, farmers/cultivators usually enter into lease agreements with landowners. To use the agricultural land is done orally based on trust and has been passed down from generation to generation by the people of Kejajar District, Wonosobo Regency. This becomes unclear if there is a dispute between the landowner and the cultivator. So this research was conducted to find out how the process of implementing the lease of agricultural land. The research method used in this study is a normative juridical approach, which is carried out through a literature study that examines secondary data in the form of legislation and other legal documents, as well as research results, study results, and other references. The normative juridical method can be supplemented by interviews. The people of Kejajar District still use agricultural land production sharing agreements using customary law, which is only done verbally and based on mutual trust between the two parties, even though the government has provided a legal umbrella related to the agricultural land product sharing system, namely Law Number 2 of 1960 concerning Agricultural Product Sharing. Most of the people of the Kejajar Subdistrict, Wonosobo Regency are also not aware of the existence of Law Number 2 of 1960 concerning Agricultural Product Sharing. The factors that occur in the implementation of agricultural land production sharing agreements in Kejajar District, Wonosobo Regency are due to the large number of farmers who do not own land, agricultural land that has been neglected for a long time, landowners who do not have much time to take care of the land because they are busy trading.

**Keywords:** Profit sharing, Agricultural land, Leases

### Abstrak

Sebagian besar daerah Wonosobo merupakan daerah pegunungan, oleh karena itu mata pencaharian masyarakat Wonosobo masih banyak yang bekerja di bidang pertanian. Di Kecamatan Kejajar Kabupaten Wonosobo para petani/penggarap biasa melakukan perjanjian sewa-menyewa kepada pemilik lahan. Untuk menggunakan lahan pertanian tersebut dilakukan secara lisan dengan didasarkan kepercayaan dan sudah turun temurun dilakukan masyarakat Kecamatan Kejajar Kabupaten Wonosobo. Hal ini sebenarnya menjadi ketidakjelasan apabila terjadi suatu sengketa antara pemilik lahan dan penggarap. Sehingga penelitian ini dilakukan untuk mengetahui bagaimana proses pelaksanaan sewa menyewa lahan pertanian. Metode penelitian yang digunakan dalam penelitian ini adalah pendekatan yuridis normatif yaitu dilakukan melalui studi pustaka yang menelaah data sekunder yang berupa Peraturan Perundang-undangan dan dokumen hukum lainnya, serta hasil penelitian, hasil pengkajian, serta referensi lainnya. Metode yuridis normatif dapat dilengkapi dengan wawancara. Masyarakat Kecamatan Kejajar masih menggunakan perjanjian bagi hasil lahan pertanian menggunakan hukum adat, yaitu hanya dilakukan secara lisan dan didasari rasa saling percaya antara kedua belah pihak, walaupun pemerintah sudah memberikan payung hukum terkait sistem pembagian hasil lahan pertanian yaitu Undang-undang Nomor 2 Tahun 1960 Tentang Bagi Hasil Pertanian. Kebanyakan masyarakat Kecamatan Kejajar Kabupaten Wonosobo juga tidak mengetahui adanya Undang-undang Nomor 2 Tahun 1960 Tentang Bagi Hasil Pertanian. Faktor-faktor terjadinya pelaksanaan perjanjian bagi hasil tanah pertanian Kecamatan Kejajar Kabupaten Wonosobo dikarenakan banyaknya petani yang tidak memiliki lahan, lahan pertanian yang telah terbengkalai cukup lama, pemilik lahan yang tidak memiliki banyak waktu untuk mengurus lahan karena sibuk berdagang.

**Kata Kunci :** Bagi hasil, Lahan pertanian, Sewa-menyewa

## I. Introduction

Land in human life has various meanings in everyday life, therefore in its use, it is necessary to have a limit to know in what sense the term land is used. The land is a place to live

for most of humanity as well as a source of livelihood for those who make a living through agriculture and or plantations so that in the end it is the land that becomes the last resting place for humans.<sup>1</sup>

In Indonesia's current national development, none other than to create a just and prosperous society. One of them is development in the agricultural sector, in addition to achieving and increasing agricultural production as well as improving the standard of living of farmers. On average, in agriculture, the farmers agree to manage a plot of land. Based on the Preamble to the 1945 Constitution, hereinafter referred to as the 1945 Constitution, in the fourth paragraph it is stated firmly that the independence of Indonesia is to promote the general welfare. The basic provisions are in Article 33 paragraph (3) of the 1945 Constitution which reads that:

“The earth, water, and natural resources contained therein are controlled by the state and used for the greatest prosperity of the people.”

Land policy in the legislation is regulated in Law Number 5 of 1960 concerning the Basic Agrarian Law (*Undang-Undang Pokok Agraria*, UUPA). Seeing the contents of the provisions of the UUPA, the conception and purpose of the establishment of the UUPA are very populist, populist in nature, meaning an understanding that upholds the rights, wisdom, and virtues of the little people. Because the policy of implementing the UUPA is centered on community service, especially the farmer group as the largest part of the lifestyle of the Indonesian people. The UUPA as a new national agrarian law has replaced the old dualistic agrarian law. So, the UUPA is an important tool for building a just and prosperous society.<sup>2</sup>

The livelihoods of many Indonesian people are still working in agriculture, one of which is in Kejajar District, Wonosobo Regency. Many people own private lands who then collaborate with cultivators to get profit sharing for both parties through leasing agricultural land, it can be a profit-sharing system or it can also be a rental system in the form of money that is paid annually to the landowner without any distribution. yields. The land is leased to tenants to grow vegetables. In positive law, the agricultural land production sharing system has been regulated in Law Number 2 of 1960 concerning Agricultural Land Production Sharing Agreements, but in Kejajar District, Wonosobo Regency, the lease agreement for agricultural land is carried out verbally based on trust and has been passed down. hereditary. This trust is the main capital for a cultivator to get permission to manage land that does not belong to him, with the object of the agreement.

The land owner should give the land to be worked on for a certain period under the agreed agreement and the landowner sometimes helps provide fertilizer and plant medicine, while the right of the cultivator is to enjoy the land that has been leased to be used as a source of livelihoods such as planting vegetables. or fruit. The cultivator should give some money or part of the harvest. As for the time limit of the production sharing agreement that has been in effect so far, there is also no standard, everything is based on an agreement with the owner and cultivator, usually, the agreement starts at the time of the planting process until the harvest season is over, then this agreement will end, due to the nature of the agreement for these results are not written or verbal only. The form of profit-sharing agreements, in general, is that in the Civil Code, especially in Book III, an agreement can be said to be an agreement in written or oral form, unless the community in adat is generally only in the form of a formality or by agreement between the two parties, based on the provisions of Article 1320 of the Civil Code, especially other terms of the agreement that determine whether an agreement is valid or not, is

---

<sup>1</sup> Muhammad Ilham Arisaputra, *Reforma Agraria Indonesia* (Jakarta: Sinar Grafika, 2015), 55.

<sup>2</sup> Jerry Wandro Utama, “Tinjauan Yuridis Perjanjian Bagi Hasil Atas Tanah Pertanian Di Desa Kotabesi Kabupaten Lampung Barat”, Fakultas Hukum Universitas Lampung Bandar Lampung, (2019): 2.

what causes the farming community in the village to agree to agricultural land production orally and only by agreement.<sup>3</sup>

## II. Research Problems

According to Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements, according to the provisions of Article 3, all production sharing agreements must be made by the landowner and the cultivator himself in writing before the Village Head or an area of the same level where the land concerned is located, furthermore in Law No. This law is called the Village Head and is witnessed by two people, each from the owner and the cultivator. Meanwhile, in the Keajar District area, the agreement is still not written or verbal. This becomes unclear if there is a dispute between the landowner and the cultivator. So the author raises the issue of how to implement agricultural land lease agreements in Keajar District, Wonosobo Regency, and settlement of disputes over agricultural land lease agreements in Keajar District, Wonosobo Regency.

## III. Research Methods

The method in this research is using the normative juridical method. The normative juridical method is carried out through a literature study that examines mainly secondary data in the form of laws and regulations, court decisions, agreements, contracts, or other legal documents, as well as research results, study results, and other references.<sup>4</sup> The normative juridical method can be supplemented by interviews. This research is descriptive in nature, that is, it provides an overview of the application of agricultural land lease agreements in Keajar District, Wonosobo Regency. In this paper, the author will use secondary data sources. Secondary data is data obtained from the literature by conducting a literature study, namely conducting a study of documents, archives, and works of literature by studying theoretical matters, concepts, views, and legal principles related to the subject matter. writing and legal knowledge consisting of primary legal materials, secondary legal materials, tertiary legal materials. The data in this study were obtained through Library Research. This library research was conducted to obtain secondary data which include primary, secondary, and tertiary legal materials by going through several activities of reading, taking notes, and citing books, and using data or information and information through a request for data to the relevant agency based on the purpose of the research. Methods that are arranged systematically, logically, and rationally. In this case, the analysis used is qualitative data analysis, namely data that cannot be measured or assessed with numbers directly. Thus, after primary data and secondary data in the form of documents are obtained completely, then they are analyzed with regulations relating to the problem under study.<sup>5</sup>

## IV. Research Results And Discussion

### 1. Implementation of Agricultural Land Production Sharing Agreements in the Community of Keajar District, Wonosobo Regency

The land is one of the media used by Indonesian people to be used as a source of livelihoods, such as to grow vegetables and fruits. In indigenous peoples, to use the land as a source of livelihood, they often use a rental system or a profit-sharing system based on a verbal agreement. In the indigenous peoples of Central Java, the profit-sharing system is often referred to as *maro/mertelu*.<sup>6</sup>

---

<sup>3</sup> J Jople Gilalo, "Asas Keseimbangan Dalam Perjanjian Franchise Menurut Ketentuan Pasal 1338 KUHPerdara", *Jurnal Hukum*, Vol 1 (2015): 111.

<sup>4</sup> Badriyah Khaleed, *Legislative Drafting Teori dan Praktik Penyusunan Peraturan Perundang-undangan* (Yogyakarta: Medpress Digital, 2014), 41.

<sup>5</sup> Mathew Miles, Michel Huberman, *Analisis Data Kualitatif: Buku Sumber tentang Metode-Metode Baru* (Jakarta : UI Pres, 2009), 102.

<sup>6</sup> Djaka Badranaya, "Pemanfaatan Lahan Telantar Dalam Tinjauan Undang-Undang Pokok Agraria Dan Ekonomi Islam", *Al-Iqtishad*, 3 (2015): 229.

As happened in Kejajar District, Wonosobo Regency, the majority of the people work as farmers, where the system used is agricultural land leases or agricultural production sharing agreements. The people of Kejajar District, Wonosobo Regency call the term for the distribution of agricultural land products the term *paroan*.

According to foreign law, there are terms *overeenkomst* (Dutch), contract/agreement (English), and so on which are terms which in our law are known as "contracts" or "agreements". It is generally said that these terms have the same meaning, so it is not surprising that these terms are used interchangeably to refer to a legal construction. According to Subekti, an agreement is a concrete form of engagement while an engagement is an abstract form of an agreement, this can be interpreted as a legal relationship between two parties whose contents are rights and obligations, a right to demand something and vice versa an obligation to fulfill these demands.<sup>7</sup>

In an agreement there are at least two parties who mutually agree, an interaction between the two can occur. In addition to individuals, the parties to the agreement can also consist of legal entities. The legal relationship of the parties is a legal fact, with that fact the misunderstanding in the dispute can be straightened out how the relationship should be carried out and who violates it.<sup>8</sup>

The definition of this agreement contains an element of action where the use of the word "deed" in the formulation of this agreement is more appropriate if it is replaced with the word "legal action" or "legal action" because the act has legal consequences for the parties who agreed. Second, one or more people are against one or more other people to agree, there must be at least two parties facing each other and giving each other a statement that fits each other. A party is a person or legal entity. Third, binding himself in an agreement has an element of a promise given by one party to another. In this agreement, people are bound by legal consequences that arise because of their own will.<sup>9</sup>

According to Djaren Saragih, the profit-sharing agreement is a legal relationship between a person who is entitled to the land and another (second) party, where the second party is allowed to cultivate the land in question with the provisions that the results of land cultivation are divided in half between the person entitled to the land and the person entitled to the land. cultivate the land. The function of the profit-sharing agreement is to maintain productive work from the land without working on it yourself, while for the *deelnouwer* the function of the agreement is to produce energy without owning the land.<sup>10</sup>

The form of profit-sharing agreements, in general, is that in the Civil Code, especially in Book III, an agreement can be said to be an agreement in written or verbal form, except in village communities, in general, it is only in the form of a formality or by agreement between two parties. The background of thought so that agreements, in general, can be in oral form, because they are based on the nature of consensuality in the agreement, while according to R. Subekti, namely: "In contract law, it applies to a principle called the principle of consensuality. This word comes from the Latin *Consensus* which means to agree. The principle of consensuality does not mean that an agreement requires an agreement or is also called an agreement between two parties regarding something."<sup>11</sup>

The above consensuality is based on the provisions of Article 1320 of the Civil Code, in particular other agreed terms that determine whether an agreement is valid or not. The influence of the principle of consensuality is what causes the farming community in general in the village to agree to agricultural land production orally and only in agreement. Article 1233 of the Civil Code states that "Every engagement is born either by agreement or by law", it is

---

<sup>7</sup> Hartan, "Hukum Perjanjian (Dalam Perspektif Perjanjian Karya Pengusahaan Pertambangan Batubara)", *Jurnal Komunikasi Hukum* 2 (2016): 154.

<sup>8</sup> Aprilianti, "Perjanjian Sewa Guna Usaha Antara Lessee dan Lessor", *Fiat Justisia Jurnal Ilmu Hukum* 5(2011):316.

<sup>9</sup> Hananto Prasetyo, "Pembaharuan Hukum Perjanjian Sportentertainment Berbasis Nilai Keadilan (Studi Kasus Pada Petinju Profesional Di Indonesia)", *Jurnal Pembaharuan Hukum* 4 (2017): 68-69.

<sup>10</sup> Tholib Setyadi, *Intisari Hukum Adat Indonesia (Dalam Kajian Kepustakaan)*, (Bandung: Alfabeta, 2013),9.

<sup>11</sup> Taufik Adikusuma Wardana, *Pelaksanaan Perjanjin Sewa Menyewa Tanah Pertanian Berdasarkan Hukum Adat (Studi Kasus di Desa Mudal Kabupaten Boyolali)*, 2017, 5

emphasized that every civil obligation can occur because it is desired by the parties involved in the engagement/agreement that is intentionally made by them. , or because it is determined by the applicable laws and regulations. Thus, it means that an engagement or an agreement is a legal relationship between two or more people (parties) in the field/field of assets, which creates an obligation on one of the parties in the legal relationship. Likewise with the people in Kejajar District, Wonosobo Regency.<sup>12</sup>

According to the provisions in the BW, it is not specifically regulated about the termination of the agreement, but what is regulated in Chapter IV Book III of the BW is only the abolition of engagements. However, the provision regarding the termination of the engagement is also a provision regarding the termination of the agreement because the engagement referred to in Chapter IV Book III BW is an engagement in general, whether it is born from an agreement or born from an unlawful act. The termination of the agreement regulated in Chapter IV Book III of the Civil Code Article 1381 of the Civil Code mentions several ways to terminate an agreement, namely payment, cash offer accompanied by safekeeping, debt renewal, debt settlement, debt mixing, debt relief, destruction of owed objects, cancellation or cancellation, the validity of the conditions are canceled, expired or overdue.<sup>13</sup> Book III of the Civil Code concerning the engagement, adheres to what is called an open system, which means that the law of engagement provides the widest possible freedom to the parties concerned, to enter into legal relations regarding anything that is manifested in a legal act or agreement, provided that does not conflict with the law, public order and decency. This is known as the principle of freedom of contract contained in Article 1338 paragraph (1) of the Civil Code, that all agreements made legally apply as law for those who make them.<sup>14</sup>

The profit-sharing agreement system according to Article 3 of Law Number 2 of 1960 must be made by the landowner and cultivator in writing before the Village Head witnessed by 2 witnesses, each from the landowner and cultivator. The agreement requires ratification by the Camat, and the village head announces all profit-sharing agreements made to be known by third parties (the wider community). In Article 4 of Law Number 2 of 1960, namely the term limit of the profit-sharing agreement, for paddy land, it is at least 3 (three) years and for dry land 5 (five) years. At the end of the production sharing agreement, but the plants have not been harvested, the profit-sharing agreement can continue until the harvest is complete with an extension of not more than 1 (one) year.<sup>15</sup>

Based on the results of interviews with Usman Ibrahim as an agricultural landowner and Urip Suprianto as a land tenant/land tenant, the practice of leasing and agricultural production sharing in Kejajar District, Wonosobo Regency is carried out according to customary law, where the practice of landowners gives their land to tenants for some time. based on an oral agreement. The first step is that the cultivator goes to the landowner and then discusses related to the leased agricultural land. The decision on whether the land uses a rental-lease system or profit-sharing is made at the time of agreement between the two parties, whether to only pay a certain amount of money for the agricultural land to be cultivated or to divide the produce of the agricultural land under cultivation in the amount of 1/4 or 1/5 part. In addition, landowners sometimes also help provide fertilizer and medicine for plants to the cultivators of the agricultural land. The practice of leasing agricultural land in Kejajar District, Wonosobo Regency is often rented out to those who still have relatives, so that if there is a dispute, the settlement is only amicable.<sup>16</sup>

If it is associated with law, an engagement is a binding legal act between two or more people where one party has the right and the other party has an obligation for an achievement.

---

<sup>12</sup> Muhammad Alif, "Perjanjian Bagi Hasil Tanah Pertanian Menurut Undang-Undang Nomor 2 Tahun 1960 Di Kecamatan Soyo Jaya Kabupaten Morowali", *Jurnal Ilmu Hukum Legal Opinion* 3 (2015): 4.

<sup>13</sup> Ahmadi Miru, *Hukum Kontrak dan Perancangan Kontrak*, (Jakarta: PT. Raja Grafindo Persada, 2012), 87.

<sup>14</sup> Djaja.S. Meliala, *Hukum Perikatan Dalam Perspektif BW*, (Bandung: Nuansa Auli, 2012), 175.

<sup>15</sup> Tri Wahyuningsih, "Sistem Bagi Hasil Maro Sebagai Upaya Mewujudkan Solidaritas Masyarakat", *Jurnal Komunitas* 3 (2011): 198.

<sup>16</sup> Interview Results with Usman Ibrahim, the owner of agricultural land in Kejajar District, Wonosobo Regency, 26 June 2020 at 17.00 WIB

Rights and obligations can arise when there is a relationship between 2 parties based on a contract or agreement (commitment). So, when the legal relationship that was born from the agreement has not ended, then one of the parties has a contractual burden and has the obligation or obligation to fulfill it (performance).<sup>17</sup> Article 1234 of the Civil Code states that there are 3 (three) forms of achievement, namely: Giving something, Doing something, Not doing something. The Civil Code clearly distinguishes between engagements born of agreements and engagements born of law. The legal consequences of an engagement born of an agreement are indeed desired by the parties, but the relationship and legal consequences are determined by law. In general, all agreements will end when all achievements have been carried out as agreed. Fulfillment of agreements or things that must be carried out is called an achievement by carrying out the performance of the obligations of the parties ending, on the contrary, if the debtor does not implement it, it is called a default. There are 4 types of default, namely:

- a. Not achieving at all or achieving but not useful for or can not be improved.
- b. Late for performance.
- c. Fulfilling performance that is not good or not as it should be.
- d. Doing something but according to the agreement should not be done.<sup>18</sup>

The implementation of the agricultural land lease agreement in the event of force majeure is regulated in the Civil Code Article 1244 and Article 1245 based on the two Articles, force majeure is a condition where the agreement is not carried out due to completely unpredictable things, and the second party can do nothing about unexpected circumstances or events. In this event, the loss cannot be charged to either party.<sup>19</sup>

If referring to Law Number 2 of 1960 concerning Agricultural Product Sharing, the agreement should be made in writing and before the Village Head, as stated in Article 3 of Law Number 2 of 1960 concerning Agricultural Product Sharing which was then ratified by the local Camat. The practice of sharing agricultural products if using positive Indonesian law will be more efficient because if there is a dispute then the settlement can use Article 13 of Law Number 2 of 1960 concerning Agricultural Product Sharing. The Law also stipulates that if the landowner is not willing to enter into a profit-sharing agreement according to the Law, the Camat at the suggestion of the Village Head is authorized to enter into a profit-sharing agreement regarding the land concerned on behalf of the owner. The distribution of agricultural land products is also regulated in Article 7 of Law Number 2 of 1960 concerning Agricultural Production Sharing, namely the amount of the share of land that is the right of the cultivator and owner for each region is determined by the Regent / Regional Class by taking into account the types of plants, soil conditions, population density, zakat set aside before distribution and economic factors and local customary provisions.<sup>20</sup>

## **2. Settlement of agricultural land lease agreement disputes in Kejajar District, Wonosobo Regency**

The production sharing agreement for agricultural land in Kejajar District, Wonosobo Regency is more inclined to use customary law, so Law Number 2 of 1960 concerning Agricultural Production Sharing is not used in the practice of sharing agricultural products. Other factors, the people of Kejajar District, Wonosobo Regency lack information related to agricultural production sharing regulations, landowners or rulers carry out profit-sharing transactions in Kejajar District, Wonosobo Regency because they are not able to cultivate the land, the land is far from where they live, and because the land is not utilized. long enough.

---

<sup>17</sup> Djaja. S. Meliala, *Hukum Perdata Dalam Perspektif BW*, (Bandung: Nuansa Aulia, 2014), 14.

<sup>18</sup> Muhammad Abdulkadir, *Hukum Perikatan*, (Bandung: Citra Aditya, 2010), 90

<sup>19</sup> Ida Ayu Sukihana, "Penyelesaian Wanprestasi dalam Perjanjian Sewa Menyewa Mobil di Kabupaten Bandung Utara", *Jurnal UNUID* 7 (2019): 112.

<sup>20</sup> Agung Basuki Prasetyo, "Pengaruh di Undangkannya Undang-Undang Nomor 2 Tahun 1960 Tentang Perjanjian Bagi Hasil Terhadap Pelaksanaan Bagi Hasil Tanah Pertanian di Desa Nanggulan Kecamatan Cawas Kabupaten Klaten", *Diponegoro Law Review* 1, No. 5 (2017): 74.

It turned out that the reason the owner entered into a profit-sharing transaction was that there was no time to work on the land, because the landowner had other jobs, such as traders and the age factor. As stated by the people of Keajar District, Wonosobo Regency, they are forced to give other people their land to work on, because the community is busy with their business, namely trading. According to them, instead of being idle land, to make their land productive, they enter into profit-sharing transactions while reducing the cost of living.

Cultivators carry out agricultural production sharing agreements because they do not have land so that cultivators can work on the land with profit sharing and there is additional work for cultivators for income to meet their daily needs. On the other hand, the implementation of agricultural land production sharing agreements does not rule out the possibility of a dispute or force majeure occurring. The form of disputes that occur in the agreement is a default, the form of default itself is in the form of not meeting achievements at all, imperfect achievements, being late in fulfilling achievements, doing what is prohibited in the agreement.

The default can be interpreted that there is an act of the parties in the sale and purchase agreement that is not under the agreement between the parties, whether it violates the agreement, for example, the producer sends the goods ordered by the consumer that does not match what is stated in the description of the picture, or according to the picture but there are defects that are not delivered. previously, or not carrying out the agreement, for example, the consumer has paid for the goods ordered but the producer does not send the goods immediately or delays the delivery or does not even send the goods.<sup>21</sup> If there is a default, the settlement in Keajar District, Wonosobo Regency, in fact, more often uses deliberation, even though the problem has a legal umbrella to resolve it in court. Article 1243 BW states that compensation for losses and interest due to non-fulfillment of an engagement, begins to be required if the debtor has been declared negligent in fulfilling his engagement, continues to neglect it or if something that must be given or made within a certain grace period is exceeded. And explained or regulated problems regarding force majeure in Article 1244 of the Civil Code and Article 1245 of the Civil Code. The stipulation in Article 1245 of the Civil Code: "It is not necessary to replace the cost of loss and interest. If it is caused by coercive circumstances or an unintentional incident, the debtor is unable to give or do something that is required, or because of the same things he has committed a prohibited act. It is clearly stated that there will be no compensation for the loss if it is due to forced circumstances or unintentional events and is prevented from doing something.

As is well known, the forced condition is a condition where a debtor is prevented from performing his achievements due to previously unforeseen circumstances or events, so that such circumstances or events cannot be accounted for by debtors who were not in bad faith before. What is meant by compelling circumstances or unforeseen events that cause a big impact that can terminate the contract due to damaged goods so that fulfillment cannot be carried out.<sup>22</sup> Therefore, before the dispute resolution is registered in the Court, the parties can conduct deliberation first, as issued by the Supreme Court in the Circular Letter of the Supreme Court (*Surat Edaran Mahkamah Agung*, SEMA) Number 3 of 1963 dated September 5, 1963, the provisions of Article 1238 have become invalid. In SEMA Number 3 of 1968, it is stated that sending a derivative claim letter to a debtor or defendant can be considered a waiver because the debtor or defendant still prevents the lawsuit from being granted by paying the debt before the court hearing day.<sup>23</sup>

The agricultural production sharing system does not always benefit, but sometimes it suffers losses such as crop failure. In Keajar Village, there has also been a force majeure experience, resulting in crop failure caused by pests or by natural conditions. If the harvest fails, the distribution of the results of the paddy field agriculture utilizing the harvest minus the costs

---

<sup>21</sup> J. Satrio, *Hukum Perikatan Pada Umumnya*, (Bandung, PT. Alumni, 1999), 78.

<sup>22</sup> M. Muhtarom, "Asas-asas Hukum Perjanjian Suatu Landasan Dalam Pembuatan Kontrak", *Jurnal Suhuf* 26 (2014): 50.

<sup>23</sup> Mila Nila Kusuma Dewi, "Penyelesaian Sengketa Dalam Perjanjian Jual Beli Secara Online. *Jurnal Cahaya Keadilan* 5 (2015): 113.

that have been incurred by the landowner, then the remainder is only divided by two with the cultivators of the fields. Meanwhile, if the harvest failed, the landowner gave all the money from the harvest to the cultivators because the money was too little. In this case what violates the rules of the agreement, when a loss or risk is shared.

The lease agreement that applies to the people of Kejajar District, Wonosobo Regency still uses the applicable customary law and the ineffectiveness of Law Number 2 of 1960 concerning the Profit-Sharing System because this Act is complicated and ineffective in completing a lease agreement. with a profit-sharing system. And the lack of socialization from the government regarding Law Number 2 of 1960 concerning the Profit-Sharing System and regulations relating to profit-sharing agreements is one of the factors that makes this law ineffective. This is due to the lack of official roles related to profit-sharing agreements.

## V. Conclusions

The process of the agreement for the production of agricultural land in the Kejajar District community still uses a rental agreement or agricultural land production sharing which is carried out verbally and based on mutual trust between the two parties. legal consequences for both parties. The agreement between the two parties is made based on the decision of both parties regarding whether the land uses a lease or profit-sharing system depending on the agreement between the two parties who agree, while with the rental system or agricultural land production sharing, the community still uses the customary law system. which has become a habit when a problem occurs, it is only resolved amicably. although the government has provided a legal umbrella related to the agricultural land product sharing system, namely Law Number 2 of 1960 concerning Agricultural Product Sharing. The government's lack of socialization to the people of Kejajar District, Wonosobo Regency, caused the public not to know of the existence of Law Number 2 of 1960 concerning Agricultural Product Sharing.

Completion of agricultural land lease agreements does not rule out the possibility of disputes and force majeure. The form of the dispute is in the form of default, which is where the achievement does not meet at all, the achievements are not perfect, are late in fulfilling the achievements, and do what the agreement is prohibited from doing. In the event of force majeure, such as crop failure caused by pests or natural conditions. If the harvest fails, the distribution of agricultural yields utilizing the harvest is reduced by the costs incurred by the landowner, then the remainder is only divided in half by the cultivators of the agricultural land. Meanwhile, if the harvest fails, the landowner gives all the money from the harvest to the cultivators of the agricultural land because the money generated is too little. In this case, substantively, the agreement for sharing agricultural land that is carried out fairly does not violate the rules according to the Civil Code and Law Number 2 of 1960 concerning Agricultural Product Sharing.

## VI. Suggestions

The agreement for the sharing of agricultural land in the community of Kejajar District, Wonosobo Regency still uses customary law, which is only carried out verbally and based on trust, and in the event of a dispute the resolution is only carried out amicably and through deliberation, this sometimes creates ambiguity because one of the parties does not agree. agree with the results of the consultation. So the researchers suggest that:

- a. Cultivators and landowners enter into a written agreement.
- b. The risk can be shared in the event of force majeure.
- c. Law Number 2 of 1960 concerning Agricultural Product Sharing should need to be re-socialized to the wider community because there are still many people who do not know about the enactment of the Act.

## References

1945 Constitution of the Republic of Indonesia  
Abdulkadir, M. *Hukum Perikatan*. Bandung: Citra Aditya, 2010.

- Ali, Zainudin. *Metode Penelitian Hukum*, Jakarta: Sinar Grafika, 2009.
- Aprilianti. "Perjanjian Sewaguna Usaha Antara Lessee dan Lessor". *Fiat Justisia Jurnal Ilmu Hukum* 3 (2011)
- Arisaputra, MI. *Reforma Agraria Indonesia*. Jakarta: Sinar Grafika, 2015.
- Ayu, Sukihana I. "Penyelesaian Wanprestasi Dalam Perjanjian Sewa Menyewa Mobil Di Kabupaten Bandung Utara." *Jurnal Hukum* 7 (2019)
- Badranaya, D. "Pemanfaatan Lahan Telantar Dalam Tinjauan Undang-Undang Pokok Agraria Dan Ekonomi Islam." *Al-Iqtishad* 3 (2015)
- Gilalo, Jople J. "Asas Keseimbangan Dalam Perjanjian Franchise Menurut Ketentuan Pasal 1338 KUHPerduta." *Jurnal Hukum* 1 (2015)
- Hadikusuma, H. *Hukum Perjanjian Adat*. Bandung: Citra Aditya Bakti, 1990.
- Hartan. "Hukum Perjanjian (Dalam Perspektif Perjanjian Karya Pengusahaan Pertambangan Batubara)." *Jurnal Komunikasi Hukum* 2 (2016)
- Khaleed, B. *Legislative Drafting Teori dan Praktik Penyusunan Peraturan Perundang-undangan*, Yogyakarta: Medpress Digital, 2014.
- Law Number 2 of 1960 concerning Agricultural Product Sharing
- Law Number 5 of 1960 concerning Agrarian Principles
- Meliala, Djaja S. *Hukum Perdata Dalam Prespektif BW*, Bandung: Nuansa Aulia, 2014.
- Meliala, Djaja S. *Hukum Perikatan Dalam Prespektif BW*, Bandung: Nuansa Aulia, 2012.
- Miles, Huberman. *Analisis Data Kualitatif: Buku Sumber tentang Metode-metode Baru*, Jakarta : UI Pres, 2009.
- Miru, Ahmadi. *Hukum Kontrak dan Perancangan Kontrak*, Jakarta: PT. Raja Grafindo Persada, 2012.
- MNK, Dewi. "Penyelesaian Sengketa Dalam Perjanjian Jual Beli Secara Online." *Jurnal Cahaya Keadilan* 5: 2 (2015).
- Muhtarom, M. "Asas-asas Hukum Perjanjian Suatu Landasan Dalam Pembuatan Kontrak." *Jurnal Suhuf* 26 (2014)
- Prasetyo, AB. "Pengaruh Diundangkannya Undang-undang Nomor 2 Tahun 1960 Tentang Perjanjian Bagi Hasil Terhadap Pelaksanaan Bagi Hasil Tanah Pertanian Di Desa Nanggulan Kecamatan Cawas Kabupten Klaten." *Diponegoro Privat Law Review* 1 (2017)
- Prasetyo, H. "Pembaharuan Hukum Perjanjian Sportentertainment Berbasis Nilai Keadilan (Studi Kasus Pada Petinju Profesional Di Indonesia)", *Jurnal Pembaharuan Hukum* .4: 1. (2017)
- Rafly, Natsir Muhammad. "(Perjanjian Bercocok Tanam) Lahan Pertanian Menurut KajianHukum Islam." *Jurnal Hukum* 2 (2016).
- Santoso, U. *Hukum Agraria dan Hak-Hak atas Tanah*, Jakarta: Kencana, 2010.
- Satrio J. *Hukum Perikatan Pada Umumnya*, Bandung, PT. Alumni, 1999.
- Setiadi, Tholib. *Intisari Hukum Adat Indonesia*, Bandung: Alfabeta, 2013.
- Tamengge, Miranda. "Kajian Yuridis Tentang Sewa Menyewa Sebagai Perjanjian Konsesul Berdasarkan Pasal 1548 KUHPerduta". *Jurnal Lex Privatum* IV (2018)
- Utama, JW. "Tinjauan Yuridis Perjanjian Bagi Hasil Atas Tanah Pertanian Di Desa Kotabesi Kabupaten Lampung Barat", Fakultas Hukum Universitas Lampung Bandar Lampung, 2019.
- Wahyuningsih, Tri. "Sistem Bagi Hasil Maro Sebagai Upaya Mewujudkan Solidaritas Masyarakat". *Jurnal Komunitas* 3 (2011)
- Wardana, TA. "Pelaksanaan Perjanjian Sewa Menyewa Tanah Pertanian Berdasarkan Hukum Adat, (Studi Kasus di Desa Mudal Kabupaten Boyolali)", Fakultas Hukum Universitas Muhammadiyah Surakarta, 2017.