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## Default In The Agreement For The Results Of Rice

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### ABSTRACT

This paper aims to find out and analyze how the default in the production sharing agreement for cultivating rice fields is viewed from the law. No. 2 of 1960 concerning Agricultural Production Sharing Agreements and the factors that influence the occurrence of default in the production sharing agreement for cultivating rice fields in terms of the Act. No. 2 of 1960 concerning Agricultural Production Sharing Agreements in Gorontalo Regency. This type of research is empirical research. The results of the study show that the default in the profit sharing agreement for cultivating rice fields is viewed from the Law. No. 2 of 1960 concerning Agricultural Production Sharing Agreements in Gorontalo Regency are still being finalized by means of customary deliberations involving the village head as a facilitator. Although there are official regulations by the government, namely UU. No. 2 of 1960 concerning Agricultural Production Sharing Agreements which have clearer arrangements, but until now the provisions of the law have not been applied as expected, it can even be said not to apply at all, it's all because of the regulations of the Act. No. 2 of 1960 concerning the Agricultural Production Sharing Agreement concerning the production sharing agreement was felt by the community to be too complicated. Whereas the factors that influence the occurrence of default in the profit sharing agreement for cultivating rice fields are reviewed from the Law. No. 2 of 1960 concerning Agricultural Production Sharing Agreements in Gorontalo Regency is influenced by internal and external factors.

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## 1. Introduction The

control of natural resources contained in the bowels of the earth is also emphasized in Law No. 5 of 1960 concerning Agrarian Principles Article 2 Paragraph (2), namely:

1. Regulating and administering, allotment, use, supply and maintenance the earth, water, and space;
2. Determine and regulate legal relations between people and earth, water and space;
3. Determine and regulate legal relations between people and legal actions concerning earth, water and space.

The above provisions according to G. Kartasaputra aim to ensure the creation of people's prosperity in the framework of a just and prosperous society. For the people of Indonesia, land occupies an important position for their daily life. Especially for people who live in rural areas, the majority of whom work as farmers, so land in this case agricultural land has a main role to depend on in terms of daily life.

Soil is one of the important natural resources for human survival. Human life is almost largely dependent on land, both for livelihoods, needs for clothing, housing, food and other religious needs. The reality in society, people will always try to defend an inch of their land.

The land sector where one of the sectors is agriculture plays an important role in the overall national economy. This causes the majority of the population or workforce to depend on or work in the agricultural sector or from national products originating from agriculture. With the characteristics of an agrarian economy, agricultural land is a very large production factor for farmers. Differences in control over the amount and quality of land result in differences in production and income in the agricultural sector. The income received by farmers determines the consumption and savings patterns of farmers.

In order to protect the economically weak farmer group against the practices of the strong group of people, the Indonesian government regulates profit-sharing agreements in the law. No. 2 of 1960 concerning the Production Sharing Agreement, which is the basis for justification, what is clear is that this symptom of sharing agricultural land only exists in a society where the agricultural sector still has an important meaning in supporting the economy of the community. The agreement for the production of agricultural land has been implemented since ancient times and has even been passed down from generation to generation.

Profit-sharing business rights are one of the temporary land rights. In the beginning, profit-sharing business rights were regulated in customary law. Whereas one of the weaknesses of profit sharing agreements that use customary

law is that the agreement is not made in writing but is based on the agreement of the parties so that it does not provide certainty regarding the size of the share and the rights and obligations of the parties. The existence of the Act. No. 2 of 1960 concerning Production Sharing Agreements before Law no. 5 of 1960.

As for the purpose of the issuance of Law. No. 2 of 1960 are:

1. So that the distribution between the two parties is carried out fairly
2. There is legal certainty regarding rights and obligations
3. There is joy by working farmers to work on agricultural land and fulfill food and clothing

In Sulistyawati Kumalasari's opinion, none other than to strive for the realization of a just and prosperous Indonesia and to improve the standard of living of the cultivators, most of whom are economically weak.<sup>1</sup> Production Sharing Agreement for agricultural land is an act of legal relationship regulated in customary law. Production Sharing Agreement is a form of agreement between a person who has the right to a plot of agricultural land from another person called a cultivator, based on an agreement in which the cultivator is allowed to cultivate the land in question with the distribution of the results between the cultivator and those entitled to the land according to a mutually agreed balance. but the fact in the field is that sometimes the agreement for sharing agricultural land results in problems both between the land owner and the farming community as cultivators which leads to defaults.

## **2. Rumusan Problem**

Based on the background description he presented above, the researcher formulates the problem as How is the default in the production sharing agreement for cultivating rice fields in terms of Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements in Gorontalo Regency?

## **3. Research Methods The**

type of research used is empirical legal research. In Mukti Fajar and Yulianto Achmad's book, Soerjono Soekanto defines empirical research as a type of research that uses empirical facts taken from human behavior, both verbal behavior through interviews and real behavior from direct observation. Collecting data from the object under study using participatory observation procedures, interviews and documentation. The data obtained will be analyzed using qualitative analysis.

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<sup>1</sup> Sulistyawati Kumalasari, 2011, *Implementation of Profit Sharing Agreements in Kaliglagah Village, Loano District, Purworejo Regency*". Thesis : Department of Law and Citizenship, Faculty of Social Sciences, State University of Semarang, p. 3.

#### 4. Discussion on Default in the rice field production sharing agreement

The legal basis for the production sharing of the rice fields cannot be separated from the provisions of the applicable laws, including Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements, Law Number 5 of 1960 concerning Basic Regulations The Agrarian Principles (UUPA) and the Civil Code (KUHPer) which specifically regulate agreements and of course customary law are also part of the reference in a decision-making process.

Based on the results of these interviews, it can be seen that so far in the process of resolving disputes over cultivating rice fields due to defaults, they do not use pre-existing regulations, namely Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements, but when there is a conflict related to cultivating revenue sharing Rice fields are generally resolved through a consensus deliberation approach which is also facilitated by the local village government, namely the Head of Bulota Village, Gorontalo Regency.

Asked further regarding the reasons for not using Law No. 2 of 1960 concerning Agricultural Production Sharing Agreements in the process of resolving disputes over cultivating rice fields due to default, Irwan Adahu as the Chair of the Farmers Group as well as land voters again added that:

"I think it depends on those who are in conflict. I want to choose which route in the process of resolving disputes for the results of cultivating rice fields, but what I understand so far is that the choice of not using written laws is all because the regulations of Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements are felt by the farming community. too complicated".<sup>2</sup>

If you pay attention to the results of the interview above, the researcher is of the opinion that the parties to the conflict in this case, both land owners and farmers (land cultivators) should use legal instruments that have been enacted, because considering Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements, The main noble goal is to protect farmers (cultivators) where the number of smallholders is greater than the area of land to be cultivated and also to protect tenants from the arbitrariness of the land owner.

Although there is an official regulation by the government, namely Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements which have clearer arrangements, but until now the provisions of the law have not been implemented as expected, it can even be said not to apply at all, it's all because

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<sup>2</sup> Interview with Mr. Irwan Adahu (Chairman of the Farmer's Group/land owner in Bulota Village, Gorontalo Regency) Bulota, 10 September 2021.

of regulations. According to Law No. 2 of 1960 concerning Agricultural Production Sharing Agreements regarding profit sharing agreements, it is felt by the community to be too complicated, even though the main purpose of this provision is to protect smallholders in which the number of smallholders is greater than the area of land to be cultivated and also to protect tenants from arbitrariness. the land owner.

From the respondents' answers above, it shows that the process of resolving disputes over cultivating rice fields due to wanprestas has so far still chosen the rules that have been set by the indigenous peoples themselves which have been passed down from generation to generation, even though there are official regulations by the government, namely Law No. 2 of 1960 concerning Agricultural Production Sharing Agreements which have clearer arrangements, but until now the provisions of the law have not been applied as expected and it can even be said that they do not apply at all, it is all because of the regulations of Law Number 2 of 1960 concerning Sharing Agreements. Agricultural Products regarding production sharing agreements are considered by the community to be too complicated, even though the main purpose of this provision is to protect sharecroppers in which the number of sharecroppers is greater than the area of land to be cultivated and also to protect tenants from the arbitrariness of the landowners.

The language is simple and easy to understand, sometimes even with non-verbal language, both parties understand each other's agreement and its consequences and usually cultivators always accept any conditions because of the nature of kinship, mutual cooperation and mutual help between villagers and in the end if there is injustice that occurs it was felt that one of the deliberation parties had become the media, even village civil servants were rarely involved in the settlement as long as it could solve the problems of both parties.

Before the author describes the division of cultivating rice fields in Bulota Village, the author will first explain the regulations governing production sharing agreements in Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements, including in Article 1 letter c it is stated that: Profit

"-sharing agreements , is an agreement with any name entered into between the owner on the one hand and a person or legal entity on the other - which in this law is called a "cultivator" - based on an agreement where the cultivator is permitted by the owner to carry out the above agricultural business.

Meanwhile, the form of the agreement is regulated in the provisions of Chapter III Article 3 which reads:

1. All profit-sharing agreements must be made by the owner and cultivator himself in writing before the Head of the Village or area at

the same level as the location of the land in question - hereinafter referred to in this law as "Village Head" witnessed by two people, each from the owner and cultivator;

2. The profit-sharing agreement as referred to in paragraph 1 above requires ratification from the relevant Camat/Head of District or another official at the same level - hereinafter referred to in this law as "Camat".
3. At each village density the Village Head announces all profit-sharing agreements made after the last density. (4) The Junior Minister of Agrarian Affairs shall stipulate the necessary regulations to implement the provisions in paragraphs 1 and 2 above.

Sometimes there are things that become problems in the profit-sharing system such as violations that are not in accordance with the previous agreement so that this becomes a problem that can harm certain parties. With this condition, it is necessary to pay attention to the article that regulates the situation, which is stated in article 13 which reads:

1. If the owner and/or cultivator does not fulfill or violate the provisions in the agreement letter in article 3, both the Camat and the Village Head shall respond to complaints from one party. or because of his position, has the authority to order the fulfillment or compliance of the intended provisions.
2. If the owner and/or cultivator does not agree with the Village Head's order in paragraph 1 above, then the matter is submitted to the Camat for a decision that is binding on both parties.

The formulation of Article 4 explains the term of the agricultural product sharing agreement which is very important in the implementation of the cooperation, namely:

1. The production sharing agreement is held for the time stated in the agreement letter in Article 3, with the stipulation that for rice fields at that time it is at least 3 (three) years and for dry land at least 5 (five) years.
2. In special cases, which are further stipulated by the Junior Minister of Agrarian Affairs, the Camat may allow a production sharing agreement for a period less than what is stipulated in paragraph 1 above, for land which is usually cultivated by the owner.
3. If at the expiration of the production sharing agreement on the land in question there are still plants that cannot be harvested, then the agreement is valid until the time the plants are finished being harvested, but the extension of that time cannot be more than one year.
4. If there is any doubt as to whether the land in question is paddy field or dry land, it is the village head who decides.

The distribution pattern as stated above is not much different from the distribution pattern for cultivating rice fields as stipulated in Presidential



Instruction Number 13 of 1980 concerning Guidelines for the Implementation of Law Number 2 of 1960 concerning Production Sharing Agreements. The regulation regulates the pattern of distribution of profit-sharing balances as in the provisions of Article 4 paragraph (1) which regulates the amount of land yields as follows:

- a. 1 (one) share for cultivators and 1 (one) share for owners for rice plants planted in ricefield.
- b. 2/3 (two thirds) of the share for cultivators and 1/3 (one third) of the share for owners for secondary crops in paddy fields and rice planted in dry fields.

Meanwhile, in paragraph (2) of the article, it stipulates that the results that are divided are net results, namely gross results after deducting the costs that must be shared together such as seeds, fertilizers, livestock labor, planting costs, harvest costs and zakat.

The proportion of the share of land products that are the rights of the cultivator and the owner is regulated in the Joint Decree of the Minister of Home Affairs and the Minister of Agriculture Number 211 of 1980 Number 714/Kpts/Um/9/1980 concerning Guidelines for Implementing Instructions of the President of the Republic of Indonesia Number 13 of 1980 as explained by the Village Head. Dutulanaaa Regency of Gorontalo Karlina Tombokan as follows:

"The total costs for seeds, production facilities, livestock labor, planting and harvesting labor, as referred to in Law No. 2 of 1960 Article 1 letter d is stated in the form of in-kind yields of unhulled rice, amounting to a maximum of 25 percent of the gross yield which is below or equal to the average production yield in the relevant district or sub-district.<sup>3</sup>

In the event that it is known by the land owner, that the cultivator in cultivating the land, does not cultivate the land in question properly or does not fulfill the obligation to surrender part of the land yields that have been determined to the land owner, the owner may terminate the contractual relationship before the term of the agreement expires with a permit. Village head.

Based on the results of the research, in fact the people in Bulota Village work on land belonging to other people through a profit-sharing agreement, only based on an agreement between the land owner and the cultivator verbally on the basis of trust. And the balance distribution of agricultural products is also carried out in accordance with the agreement of both parties.

So far, the distribution pattern that applies to agricultural land owners and farmers (cultivators) in the village is divided into several things, including:<sup>4</sup>

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<sup>3</sup> Interview with Karlina Tombokan (Head of Dutulanaaa Village, Gorontalo Regency) Dutulanaaa, 11 September 2021.

<sup>4</sup> Interview with Ruslin Pateda (Land Cultivator in Bulota Village, Gorontalo Regency) Bulota, 11 September 2021.

- a. 50% of the share is for cultivators and the remaining 50% is for land owners for rice plants planted in rice fields.
- b. 2/3 (two thirds) of the share for cultivators and 1/3 (one third) of the share for owners for secondary crops in paddy fields and rice planted in dry fields.

The distribution pattern that applies to agricultural land owners and farmers (cultivators) as described above may change. The change was caused by the burden of costs and who financed the planting period while the land was being worked on. This pattern is also known as the customary agreement pattern that has been passed down from generation to generation. The Head of Bulota Village, Gorontalo Regency, Yusuf Thalib stated, that:

"The concept of distribution results depends on who pays for it during the planting period, if the cost is borne by the land owner, then the land owner will get 2/3 of the share while the cultivator will only receive 1/3. However, if the cultivator bears all the costs of the planting period, the cultivator will get 2/3 of the harvest and the land owner will only receive 1/3 of the harvest."<sup>5</sup>

Regarding the question of the condition of "shared profit", it is further said that the net profit that is divided is nothing but gross profit after deducting the costs that must be shared together such as seeds, fertilizers, livestock labor, planting costs, harvest costs.

In relation to consensus deliberation in the process of resolving Defaults, this is carried out using a consensus deliberation approach, in this case according to the narrative of the village head interviewed by the researcher, that:<sup>6</sup>

"When there is a default in the agreement for the results of cultivating rice fields so far, we elements of the village leadership first take a consensus deliberation approach with involving the disputing parties who were also attended by the heads of each hamlet, also attended by traditional leaders and farmer groups. If the results of the deliberation still cannot make peace between both parties or one of the parties, the village head and community leaders suggest taking legal action".

The process of resolving the above-mentioned default has been rooted in the ancestors to the present day for their children and grandchildren. Agreements like this they call an agreement (*mo sincereia*-Gorontalo-red) to forgive each other, where local residents simply do it verbally in simple language, so that it is easily understood by both parties and binding without having to be registered in the

<sup>5</sup> Interview with Yusuf Thalib (Head of Bulota Village, Gorontalo Regency), Bulota 10 September 2021.

<sup>6</sup> Interview with Karlina Tombokan (Head of Dutulanaaa Village, Gorontalo Regency) Dutulanaaa, 11 September 2021.



village, and when it happens If there is a difference of understanding, then the settlement process is amicable by deliberation without having to take it to legal channels, namely to the police.

The production sharing agreement is based on the initiative of both parties (land owner and cultivator). Usually the land owner offers to cultivate his land to his neighbors in the area (hamlet) which of course is already known by the land owner, because usually the implementation of the Profit Sharing agreement is based on trust and, on the basis of an agreement between, the two parties.

The majority of life in the village where the research is located is a livelihood as a farmer. As a village community, the pure traits are mutual cooperation and mutual help among residents and care for each other, so that it can be seen that their lives look peaceful, peaceful without any social jealousy.

The harmony that makes the reason or benchmark for the implementation of the Profit Sharing agreement is only carried out on the basis of mutual trust in oral form with the distribution of the balance of results on the basis of the agreement of both parties. Because of several respondents (100%) all stated that the Profit Sharing agreement was carried out on the basis of an agreement of mutual trust and only in oral form.

Trust and mutual help are the basis for continuing the implementation of the agreement as was done by its predecessors (its previous people) according to local customs.

This is closely related to the sense of tolerance and kinship between residents to help each other to people who are less fortunate but need income, have energy but do not have land to work on. Living properly side by side has become a philosophy for rural people, including the research location, namely in Bulota Village, Telaga Jaya District, Gorontalo Regency.

The agreement is a condition for the occurrence of the profit-sharing agreement in determining the rights and obligations as well as the amount of the balance of the results to be divided. Regarding the time limit for the Production Sharing agreement, based on the results of the research it has never been determined with certainty, but it has become a habit of the farming community in the village that the land owner with the agreement of the cultivator cultivates the land until the harvest season ends (1x harvest), then at that time the period for result ends. Although there are some communities who make agreements, they set the time for the profit-sharing agreement at the beginning of the agreement on the basis of an agreement between the owner and the cultivator.

Based on the results of research in determining the balance or comparison (1:1), it means that half of the total amount of harvest after deducting the costs for harvesting tools, for example using a harvester machine, then divided into 2 (two) equally or divided by 1/2 each of net result.

The laws and regulations relating to profit-sharing agreements that have been produced by the Regulatory Body, namely; Law Number 2 of 1960 concerning "Production Sharing Agreements". Where the role (society) and sanction imposing institutions (government) also do not work in a vacuum.

There are indications that the profit-sharing agreement is not implemented according to Law Number 2 of 1960, among others, can also be caused by the absence of the role of the government (Kades/lurah), as a result the implementation of the profit sharing agreement based on Law No. 1960 does not work and does not work. monitored.

In relation to the implementation of profit-sharing agreements, Law No. 2 of 1960 concerning production-sharing agreements should be able to function as an engineering tool, even as a means of coercing the community to realize the program. Through the role of the village head and sub-district head, it is hoped that the profit-sharing agreement can run effectively.

Law No. 2 of 1960 as a stimulus, citizens and society as a response to these stimuli. However, the Act is not always a conducive factor in the implementation of the profit-sharing agreement. The success of the implementation of Law Number 2 of 1960 in the implementation of profit-sharing agreements is strongly influenced by substantial factors, the structure and culture of the current legal system. These three factors greatly affect the operation of law in society.

According to the author, so far the disputing parties are still choosing the rules that have been set by the indigenous people themselves which have been passed down from generation to generation, even though there are official regulations by the government, namely Law Number 2 of 1960 concerning Agricultural Production Sharing Agreements which are more the regulation is clear, but until now the provisions of the law have not been applied as expected, it can even be said not to apply at all, that's all because the regulations of Law No. This regulation is complicated, even though the main purpose of this provision is to protect smallholders, where the number of smallholders is greater than the area of land to be cultivated, and also to protect tenants from the arbitrariness of the landowner.

## 5. CONCLUSION

Based on the discussion that has been described by the researcher above, it can be concluded that there is a default in the profit sharing agreement for cultivating rice fields in terms of the law. No. 2 of 1960 concerning Agricultural Production Sharing Agreements in Gorontalo Regency is still being finalized by means of customary deliberations involving the village head as a facilitator. Although there are official regulations by the government, namely UU. No. 2 of 1960 concerning Agricultural Production Sharing Agreements which have clearer arrangements, but until now the provisions of the law have not been applied as expected, it can even be said not to apply at all, it's all because of the regulations of the Act. No. 2 of 1960 concerning Agricultural Production Sharing Agreements regarding production sharing agreements are considered by the community to be too complicated, even though the main purpose of this provision is to protect smallholders in which the number of smallholders is greater than the area of land to be cultivated and also to protect tenants from the arbitrariness of the landowners. While the concept of the distribution of results depends on who pays for it during the planting period, if the cost is borne by the land owner, then the land owner will get 2/3 of the share while the cultivator will only receive 1/3. However, if the cultivator bears all the costs of the planting period, the cultivator will get 2/3 of the harvest and the land owner will only receive 1/3 of the harvest. This concept is also known as the traditional distribution pattern that has been passed down from generation to generation. The profit-sharing distribution pattern is as stipulated in Article 4 paragraph (1) which regulates the amount of land yields as follows: 1 (one) share for cultivators and 1 (one) share for owners for rice planted in paddy fields. 2/3 (two thirds) of the share for cultivators and 1/3 (one third) of the share for owners for secondary crops in paddy fields and rice planted in dry fields. Meanwhile, in paragraph (2) of the article, it stipulates that the results that are divided are net results, namely gross results after deducting the costs that must be shared together such as seeds, fertilizers, livestock labor, planting costs, harvest costs and zakat.

## 6. SUGGESTIONS

Based on the conclusions above, the researchers then put forward suggestions as material for consideration for all parties concerned, namely 1. Agricultural land owners and farmers as cultivators are required to use existing legal instruments, namely the Law. No. 2 of 1960 concerning Agricultural Production Sharing Agreements, this was done to avoid any default that would arise from the agreement. 2. Putting honesty and trustworthiness into place is imperative to avoid default by both smallholders and land owners in Bulota Village, Telga Jaya District, Gorontalo Regency.

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