

Cancellation of Land Grants Based on Customary Law in Pelalawan District, Riau Province

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Land grants in customary land law are a free agreement on land granting. To prove land grants according to customary law are still recognised, at the time of the registration of rights to land grants, they are systematically used as proof of customary land rights. Land rights are not an agreement where the implementation must be fulfilled by submitting juridical rights to the party receiving the grant. Rather, legal actions cause the transfer of ownership rights to the land concerned to those who are given a grant. In essence, a grant that has been granted cannot be withdrawn either in customary law or in the Civil Code. The purpose of this thesis is: Firstly, to find the consideration of stakeholders of the traditional petalangan in the cancellation of the village land grant of Segati, the sub-district of Pelalawan District. Secondly, to find the efforts made by indigenous people towards the cancellation of land grants carried out by the traditional petalangan stakeholders in the village. This type of research can be classified as sociological or empirical legal research which consists of identification of law (unwritten) and research on legal effectiveness. In this study, the author directly conducts research on the location or place in the study in order to provide a complete and clear picture of the problem under study. This research was conducted in Segati Subdistrict Village, Pelalawan Regency. The population and samples were all parties related to the problems examined in this study. The data sources used are primary data, secondary data and tertiary data. Data collection techniques in this study are interviews and literature study. From the results of the study, two things can be concluded: Firstly, the cancellation of the land grant is (because the land is not used as it should be and is not managed) the object of the grant that is in dispute. It is not approved by all indigenous stakeholders. Secondly, the efforts made by indigenous peoples towards the cancelled land grant involve conducting deliberations with traditional stakeholders as grant providers. The suggestion of the

author is: Firstly, based on the considerations made by the adat stakeholders in the cancellation of the land grant, in this case the customary petalangan institution, a written regulation must be made related to the cancellation of the grant. Secondly, regarding the efforts made by indigenous peoples to cancel the land grant, indigenous peoples also need to understand the importance of registering customary land with national law to the national land agency.

Key words: *land grants, customary law, Pelalawan.*

Introduction

Land is one of the agrarian spheres that has a social function. It is very important for the interests of the people. This is known before the entry into the force of the Basic Agrarian Law, which applies simultaneously with the law of land in Indonesia (dualism). One of them is based on Customary Law. This is called Customary Land Law. Recognition and protection of the existence of customary law has created the rules regarding agrarian renewal and management of natural resources in accordance with article 18b (2) of the 1945 Constitution and Article 5 of Law number 5 of 1960. It has also implemented regulation (Hayatul, 2015).

Seeing the importance of land in human life, the ancestors of the Indonesian people outlined the provisions on land law in the customary law of each region. Indonesia was formally independent from the Netherlands in 1947. From that point on, there were two systems that applied to civil and customary law. The position of customary law in Basic Agrarian Law is essentially intended to create legal unity in the field of land. The selection of customary law, as the basis of the Basic Agrarian Law, is based on the thought that customary law is a law that is in accordance with the personality of the Indonesian Nation and is the law of the Indonesian people. Customary law has been amended, namely customary law that applies to indigenous peoples (Hayatul, 2015).

There are two things that cause the land to have a very important position in customary law, namely:

- a. Because of its nature, it is the only thing of wealth which, despite the circumstances, still remains in its state, sometimes becoming even more profitable;
- b. Because of the fact that the land
 1. is a tribal residence,
 2. gives livelihood to the sect, and
 3. It is a place where fellowship members who die are

In Customary Law, land is a very important problem. Because the relationship between humans and the land is very close, land has a very important meaning and role for human life. All people need land during their lives, until they die and remember the composition of life

and economic patterns, most of which are still agrarian. There are various kinds of Indonesian land rights, which show a broader scope of understanding of Indonesian land rights than 'Land - Land Customary Rights'. Associated with the term Customary Land is the term Customary Rights (*beschikingsrecht*). The customary right is the right of a legal alliance to freely use the land, which is still in a forest area, for the benefit of outsiders like future people, foreigners (Nia, 2016).

Along with the times, land needs are increasing. There are many problems regarding land. One problem that is often found regards grants. The Civil Code in Article 1666 states that a grant is an agreement whereby the donor, in his life, for free and irrevocably, gives up something for the needs of the recipient of the grant receiving the surrender. The gift includes a one-sided agreement, where only one party has an obligation to the agreement. This is the donor. The party who receives the grant has absolutely no obligation. The gift includes a 'free' agreement (*om niet*) where 'free' is indicated only by the achievement of one party. The other party does not need to provide a counter-achievement in return. Such agreements are also called 'unilateral', whereas in customary law, a grant is a two-party agreement in which this is a legal act by the parties concerned. Customarily, there then is a process of transfer of land rights in the form of one of the parties transferring the rights to a piece of land to another party who obtained the rights to the land.

A land grant is a transfer of land rights in the form of a permanent legal act by the holder of land rights. They serve as the grantor to another party which is the recipient of the grant. In land grants, there is no payment of money from the grant recipient to the grantor (Azni, 2015).

Simply put, a grant can be interpreted as a large portion of the wealth funded to others while they are still alive. The giving of a grant to the recipient of the grant happens immediately. A striking difference between the transfer of property rights to assets by use of the grant law when compared to other legal means, such as buying, selling and exchanging, is that in grants, no one denies achievement. According to the Compilation of Islamic Law, a grant is a voluntary object, without an imbalance, transferred from one person to another person who is still alive. According to the resolution above, the grant application: (1) is an aid; (2) is given without expecting counterparts (free of charge); (3) has existing grant compilation assistance; (4) is irrevocable; (5) is a grant that is a one-sided agreement (not reciprocal) because it only involves one receiving party (Abdul, 2010).

Basically, a grant (*schenking*) cannot be withdrawn, but the Civil Code provides the possibility for the donor to withdraw a grant that has been given to someone in certain cases. This is regulated in Article 1688 of the Civil Code which involves three rights as follows:

1. Due to the non-fulfillment of the conditions by which the gift is made, the conditions here are intended to be the burden that must be paid by the recipient of the grant, which are expressly stated in the deed of the grant or in a list determined for him or her.
2. If the recipient of a grant has been found guilty of helping to commit a crime where it aims to take the soul of the donor or some other crime against the donor.

3. If he refuses to provide a living allowance for the donor after the person has fallen into poverty.

In the provisions of Article 1688, there are reasons that the grant can be cancelled by the donor. Withdrawal of the grant is done by informing the recipient of the grant of the intention, accompanied by the prosecution of items that have been given back. In the withdrawal of this grant, one party must retain their rights and the other party is burdened to carry out an obligation.

Basically, customary law regulates the withdrawal or cancellation of a given grant if the grant complies with the applicable provisions. In this case, there are a number of areas where permits are withdrawn. For the indigenous people of West Java in the villages of Leuwi Leang and Citereup, a grant can be withdrawn if it conflicts with the provisions of customary law and Islamic law. In contrast, in the regions of Cianju, Banjar, Ciamis and Cikenong, a grant cannot be withdrawn, even if the heir's debt cannot be repaid from the wealth he has left. Likewise, in the area of Batujaya, Buyung Bay, Banana Sambo, Karawang District and Indramayu, if the grant changes to an absolute grant, the grant cannot be withdrawn (Eman, 1995).

One of the problems that occur in cancelling a grant is that does not meet the conditions of grant limitation. This was so for the customary stakeholders of Segati Desa Village, Langgam District, Pelalawan Regency. This cancellation was carried out in land grants made in 2007 to batino or padusi (female) children, namely Hermiwati, Mardalena and Hartati. This was then managed by the Sungai Langan Bersatu Farmer Group. The land grant of 1000 hectares was given by a customary stakeholder. The land was obtained from a cross-overturned agricultural business based on a grant letter and was legalised as a land ownership certificate. The grant letter was approved and signed by 6 customary stakeholders (Interview with Mrs, 2017).

In 2017, the customary petalangan in the Pelalawn regency, Riau, cancelled the grant of the remaining 250 hectares of land on the grounds that the land was not worked and not processed by the recipient of the grant properly. It was withdrawn into communal land in Segati Village, Langgam District, Pelalawan Regency. Based on the letter of cancellation of the land grant made by the customary petalangan, the land grant that was given to Hermiwati, Mardalena and Hartati. 250 hectares of the total land grant of 1,000 hectares was withdrawn. As a result of the cancellation, the grant recipient was unable to cultivate the 250-hectare land, which is processing. As a result of the cancellation of the grant, ownership of the land moved back to the grantor. The question is why the cancellation of the land grant was carried out by the customary stakeholders of Segati Village, Langgam District, Pelalawan Regency?

Research Method

The empirical legal research method is a legal research method that functions to see the law in the real sense and examine how law works in the community. This study examines people in living relationships in society. The empirical legal research method can be considered as

sociological legal research. It can be said that legal research is undertaken by obtaining facts from a community, legal entity or government agency.

Researchers used several data collection techniques, namely observation, interviews and the study of data documentation obtained and performed through data processing. This is done by editing, reducing data, and inferring data. Furthermore, after the data is processed, the researcher conducts data analysis using descriptive qualitative juridical analysis, which describes a state or status phenomenon with words or sentences normatively, then separates them into categories to obtain conclusions.

Results and Discussion

Consideration of petalangan stakeholders in the cancellation of land grants in Segati Village, Langgam District, Pelalawan Regency

A grant is an agreement between two parties who agree to bind themselves in the making an agreement. One party states that it will give a grant with clear objects that do not conflict with regulations. According to the Civil Code, an agreement requires four conditions:

- a. Those who bind themselves should agree.
- b. It should be proficient in making an agreement.
- c. It should regard a certain thing.
- d. It should have a lawful cause.

Grants, according to Customary Law, can be done verbally or in writing. There is no necessity for a deed to be made before an Acting Officer. Grants made in writing are carried out through a letter of grant, while oral grants are based on a pledge by the grantor to give property to the recipient and the recipient's willingness to receive.

Customary law has strong togetherness. It has a magical-religious style. There are concrete life relationships and they have a visual nature. This is in line with what has been stated by Satjipto Raharjo regarding the characteristics of traditional law. The Segati Village community is an indigenous community which generally adheres to a matrilineal kinship system. The position of women is more prominent compared to men in adat, including the terms of inheritance and grants. This is what considers customary stakeholders in terms of providing land grants to nephews. The grant aims to create a prosperous community and an evenly distributed function for the ulayat land.

The customary land was granted in 2007 to batino or padusi children, namely Hermiwati, Mardalena and Hartati. The land was granted by a customary stakeholder of 1000-hectares. The land was obtained from a cross-overtured agricultural business based on a grant letter and validated as land ownership in letter No: 57/IPA/VIII/2008 in 2008. The grant letter was only approved and signed by 4 of the 6 customary stakeholders. They agreed to the implementation of the grant. However, because it exceeded half the customary holders who agreed to and signed the grant letter, the grant was considered valid and the decision of the customary leader was considered top due to the leader being top in the adat petalangan (Interview with Mrs, 2017).

From the results of the interview, it can be concluded that the implementation of the grants, carried out by the Petangangan petitioners, are in accordance with the provisions of the Adat that apply in the Petalangan tradition. However, it is still not in accordance with the positive law in accordance with Government Regulation No. 24 of 1997 concerning Land Registration. This is due to the lack of community knowledge related to land registration. The community considers that the land registration process takes a long time and is also expensive.

The location of the land is in the area KM.83/85, Simpang Baserah, with a land boundary to the north bordering the river father Asan (the length is 2,000 Meters). To the south, it borders forests (length is 5,000 Meters). To the west, it borders Akasia (the length is 5,000 Meters) and in the east it is bound by Forests (the length is 5,000 Meters). The 1,000-hectare land was then managed by the community as agricultural oil palm and rubber land, but this was not supported due to limited human resources in the area, which made it difficult to develop or sell the results of the plantation to outsiders. This is also due to transportation infrastructure that has not been smooth sailing in the area. To overcome this, the community formed a group of farmer groups named the Lagan River Unified Farmers Group, which is expected to form a farmer group that can encourage economy of the local community. From this, we can see that there is a joint effort from the community to manage the land (Interview with Mrs, 2017).

Dt. Batin Mudo, as the highest adat holder in Desa Segati, believes that in the case of inheritance or giving grants, it is permissible to give customary rights to customary communities or those outside customary communities. Mudo believes this should be done in order to create equality and use the customary land, as long as it is in accordance with the consensus of the minders. Grant is a term that is known in Islamic law. It is widely used and becomes a legal term in customary law. This grant means an act of transferring property rights to another person while they are still alive without any reward. 'To surrender' means to attempt to transfer something to another person by handing over the ownership of something from one person to another party. In customary law, especially in unilateral communities, a sense of togetherness is an identity of a family and relatives. Even ownership of a property must be felt by the family as much as possible, so as to give meaning to the wealth in the life of the family. It must issue benefits collectively to its members.

According to customary land law, a land grant is not an agreement where the implementation must be fulfilled by the transfer of juridical rights to the party receiving the grant. It is a legal act that causes the transfer of ownership rights over the land concerned to the person who was given the grant. The act that includes a grant is a gift of land. It is commonly done to children when the owner is still alive. In customary law, it is called *toescheiding*, because it includes the Inheritance Law. In addition to the provisions of the Land Law, it is also necessary to pay attention to the Inheritance Law that applies to those who give it. Customs in the community to give land to married girls and their husbands can also be classified in terms of a grant.

Grants result in the transfer of rights to the land to the recipient of the grant. Grants are different from ordinary gifts, because ordinary gifts have a broader meaning that includes all transfers of property rights without reply (Eman, 2004).

The Civil Code provides the possibility for donors, in certain cases, to withdraw a grant that has been given to someone. Article 1688 of the Civil Code allows this to be granted and regulated. It involves three rights as follows:

1. Due to the non-fulfillment of the conditions by which the gift is made, the conditions here are intended to be the burden that must be paid by the recipient of the grant, which is expressly stated in the deed of the grant or in a list determined for him or her.
2. If the recipient of a grant has been guilty of a crime or has helped to commit a crime that aims to take the soul of the donor or some other crime against the donor.
3. If he or she refuses to provide a living allowance for the donor after the person has fallen into poverty.

In the provisions of Article 1688, there are reasons for being allowed to cancel the grant given by the donor to the recipient. In customary law, a grant can be withdrawn if the grant is contrary to customary law. Grants can be revoked due to the solid nature of family property. Withdrawal of the grant can also be made if there are reasonable reasons. A reasonable reason for withdrawing grants from heirs is that the amount received exceeds the portion. Grants to non-heirs can also be withdrawn, on the grounds that they are harmful. (Eman, 2004).

Grants can be cancelled if they are not in accordance with applicable legal provisions. In civil law, in essence they cannot be withdrawn or written off. This is also so in Islamic law, which prohibits (haram) the withdrawal of gifts (Abdul, 2011). The inability of withdrawal is due to the meaning of the grant in Islamic and civil law. It is a free gift and does not expect any contraption. In other words, it is given as a gift willingly (Abdul, 2011). Jumhur ulama also believes that it is unlawful to withdraw the grants that have been given, except for a father's gift to his child (Idris Ramulyo, 2004)

According to customary law in several areas such as Cianjur, Banjar, Ciamis and Cikoneng, a grant cannot be withdrawn even if the debtor's debt cannot be repaid from the assets he left behind. In Batu Jaya, Buyung Bay, Banana Sambo, Karawang District, Juntinyuat (Indramayu), if the grant is in the form of an absolute grant, the grant cannot be withdrawn (Oemar, 2002).

According to Dt. Batin Inner Mudo, grants that have been given in the form of land grants can be withdrawn if possible. In the withdrawal of grants that have been given by the grantor, there are purposes and objectives, as well as things that need attention. This is certainly a separate consideration. The recipient of the grant, in this case, has monitored whether the grant given is used properly by the grant recipient (Interview with Dt, 2018).

The cancellation of a given grant is done by stating the will of the grantor to the recipient of the grant. This is accompanied by the retrieval of the gifted goods. If the matter is not voluntarily fulfilled, then the prosecution of the items is brought before the court. If the donor has not yet surrendered his goods, then the gifted object remains his and the grantee can no longer submit his or her claim. The process carried out by custom must not conflict with the customary rules made by the community itself. If the legal rules are not found, this can be discussed jointly with the customary leader, based on the customary nature of the people who can change and adapt with the times (Interview Dt, 2018). In practice, grants that have been given may not be withdrawn by the grantor, they are regulated both in the Civil Code and Islamic Law.

In addition, according to information from Dt. Antan-Antan Batin Rajo, a grant can be cancelled if the object of the grant cannot be granted or is a hereditary asset that is only used for customary interests. The revoked grant must be in accordance with the consensus of the minds together and the cancellation of the grant must be made in writing. Official cancellation comes from the inner side, i.e. the giver of the grant (Interview with Dt, 2018). The granting of land grants is made by adat holders. Adat holders are responsible for overseeing the land that has been granted. The factors that cause customary stakeholders to make decisions to reclaim the granted land are that

- a. based on the results of the supervision of customary stakeholders, there are still 250 hectares of land that are not managed by the community;
- b. it is not approved by all adat holders;

In the giving of grants made by customary holders to their nephews, they have fulfilled the legal requirements for an agreement. According to the statement of the adat holders, not all adat intruders agreed at the time of the donation. However, because half of the adat holders in Segati Village agreed, the grant agreement was considered valid.

- c. the object of the grant is in dispute.

Besides that, another factor that became the consideration of traditional Petalangan stakeholders in cancelling the grant was that the granted land was in dispute with PT. Nusa Wahana Raya. This was known after the grant process was completed in a customary manner. At first, the land was not disputed land, but afterward it turned out that the land was in dispute with PT. Nusa Wahana Raya.

Based on some of these factors, the customary holders intend to take back the land that has been granted. Its function will be returned to customary land that will be managed by the customary party stakeholders. However, these disputes can be resolved by indigenous peoples gathered in the united Lagan River farmer groups. For this reason, the adat community held a deliberation and considered the land. The land was revoked as soon as possible so that the remaining land could be reinstated as communal land (Interview with Dt, 2018). In maintaining its tribal system, the indigenous people of Petalangan solve problems and are assisted by the traditional stakeholders in the area ([http // yogitandomang.blogspot.co.id/2016/09/know-more-in-melayupetalangan.html](http://yogitandomang.blogspot.co.id/2016/09/know-more-in-melayupetalangan.html)).

These hearts are scattered in their respective regions and work according to the customary values that develop within indigenous peoples. A problem is resolved by deliberation and consensus. The decision of the customary or inner person is considered the highest decision. Settlement of a dispute is prioritised in a harmonious and peaceful settlement with deliberation and consensus (Dewi, 2004). Based on the above factors, the interior custom of the of the petalangan agreed to reclaim the remaining 250 hectares of land. It was feared that if the land was left unmanaged, then there would be a dispute.

According to the researcher, based on the description that has been explained by the adat holders, the cancellation of the grant does not meet legal certainty and legal justice for the recipient of the grant. In Soerjono Soekanto's opinion, legal certainty requires the creation of general regulations or generally accepted methods. This is so that a safe and secure atmosphere is created in the community. If seen in the grant-making process (from the beginning of the grant), there has been a difference of opinion between customary holders. Not all customary intruders approve it at the time of the gift-giving. Besides, at the time of the gift-giving they are also not registered in accordance with the positive law in force regarding accordance with Government Regulation Number 24 of 2007. This law only concerns deeds that have been approved by adat holders regarding land registration.

In addition, according to the results of interviews conducted by researchers, the grants made by traditional stakeholders in the Segati Village are only based on the family system. According to Soepomo, customary law is law that is not written in legislative regulations (non-statutory law). It covers living regulations which, although not stipulated by the authorities, are obeyed and supported by the people based on the belief that the regulations have legal force (Djaren, 1996).

Efforts made by indigenous peoples against the cancellation of land grants are conducted by the traditional Petalangan stakeholders of Segati Village, Langgam District, Pelalawan Regency. Basically, grants can be made under the hand, but based on Article 36 and 37 of Government Regulation Number 24 of 1997 regarding Land Registration, it is stated that legal action must obtain legal certainty. Therefore, the gift must be registered as evidenced by a deed made by the PPAT. Land registration aims to provide legal certainty guarantees known as *recht cadastres*. Guarantees of legal certainty that would be realised in the registration of land include certainty of a registered right, certainty of the subject of rights, and certainty of the object of rights. Legal certainty is protection against arbitrary actions. This means that a person will be able to obtain something that is expected in certain circumstances. In this case, it ensures that adat holders act in accordance with applicable laws and regulations and do not act arbitrarily.

Follow-up from disputes arises in the community. There are efforts to resolve them through a method determined by the community itself. It starts from the smallest group in society (such as family) to the state institutions that are equipped with a set of legal rules that serve as guidelines to be implemented in daily life. The village peace judge has long been formed in the environment of customary law communities. They usually resolve customary disputes

through traditional institutions. In the village court, the head of the people is often both a traditional and religious leader (Djaren, 1996).

In the customary law of a community, disputes that have been settled have been resolved by deliberation and consensus. For a long time, this has been done by traditional institutions, commonly called adat courts. In the case of customary rights, due to the close relationship and magical religious nature of the basis of the engagement of indigenous and tribal peoples (in the life of the group), the concept of fellowship has gained the right to control the land. This including collecting the results of growing crops, hunting, and so on (Gede and Wiranata, 2005).

A grant is the transfer of ownership rights to land where the agreement between two parties is a legal act by the parties concerned. There is a process of transferring land rights in the form of one of the parties that transfers the rights to a piece of land to another party that obtains the rights. Even though it is a gift, as is the case with an agreement, a grant is basically irrevocable. In the problem studied, there was a cancellation of the land grant that was carried out by the Petalangan Indigenous stakeholders because there were still 250 hectares of land that were not managed by the community. To maintain the remaining land that has been granted, the community made an effort so that the Customary Stakeholder could reconsider the decision to cancel the grant. According to information from Dt. Monti Mudo (Abdul Hasim), the leader of the Lagan Bersatu River Farmers Group, the 250-hectare land is not managed. It is still in the process of management, but because it is constrained by the cost of the management process, this process has temporarily stopped.

According to Satjipto Rahardjo, the model of dispute resolution by compromise and peace is a distinctly Indonesian characteristic. Therefore, facing the increasing trend of land disputes that have, are and will occur in the future and the lack of dispute resolution in the court, the approach to dispute resolution based on local culture can be advanced as an alternative. The tradition of resolving disputes in customary law in communities is based on the values of communal philosophy, sacrifice, the supernatural, and justice. Common interests are held in high esteem. They exceed individual interests, so that for indigenous peoples there are known common interests (Syahrial, 2011).

Disputes involving indigenous peoples involve a common interest called ulayat rights. Customary rights are rights owned under customary law in communities over pieces of land called ulayat. This customary land often causes disputes, especially for people who still uphold the customary values that recognise the existence of customary land. In customary law, if a problem occurs, it is resolved by deliberation and consensus. The decision of the customary, or inner person, is considered the highest decision. Likewise, in what the Petalangan Indigenous people are doing, the community is trying to hold a deliberation to reach consensus. The aim is for customary stakeholders to reconsider the cancellation of the grant. Essentially, the use of customary land is in the public interest of all members of the community. The process of management can thereby be continued. In addition, the community can also play its role in protecting the customary land of Petalangan.

The Petalangan customary law community is a community group that has historical support and its existence is not in doubt. According to the tombo, they came from Johor by boat and cleared the forest in their current settlement. They became the subjects of the Kampar Kingdom, which is now better known as Pelalawan. Under the government of the Pelalawan Sultanate, they received recognition of their rights over their forest area (Less than one thirty forest land), which was led by a customary head. This head was known as an inner self. The right to legal protection over customary law and customary land in the Petalangan community has gained legitimacy. This right is proven by the issuance of a Land Forest Certificate (Grand Sultan) for indigenous peoples who have tombo (IRiau Islamic University Research Institute, 2009).

The existence of the Customary Law Alliance and Customary Rights play a role in relation to differences in the boundaries of the subdistrict. In turn, the Petalangan community areas are included in 4 districts. These are Pangkalan Kuras, Langgam, Bunut and Kuala Kampar. These regions also include the Kampar Regency area. With the opening of large plantations, the national rights granted by the government to entrepreneurs in providing forest products was the beginning of a change that resulted in the existence of community customary rights. With the opening of this great effort, there was a great influence on the customary law community. Their rights to land, which were originally taken as economic resources and are at stake for the next generation, must have been changed.

This also underlies the customary community's request that the adat reconsider their decision in cancelling the grant of 250 hectares of land. The aim was that this customary land can still be managed by indigenous peoples and that they can maintain their customary rights. However, agreements submitted by indigenous peoples have failed and were agreed by adat stakeholders. The resolution in Segati Village determined that the returned grant land of 250 hectares will be converted into communal land and will be transported directly by customary landlords.

Conclusions and Suggestions

1. In granting grants, petalangan customary holders agree that grants are allowed to give customary rights to indigenous peoples outside customary communities in order to create equity and use of customary land. This is provided that, according to the consensus of conscience, the process carried out is not contrary to customary rules. If the rule of law is not found, this can be discussed jointly with the customary leaders. The consideration of adat holders in cancelling the land grant is: (1) The land is not used properly or not managed by the community. (2) Efforts by indigenous peoples regarding the cancelled land grant are made by holding a consultation with the customary stakeholders as the givers of the grant. However, these efforts failed, and the rest of the given grant land was withdrawn. Its function would be returned to communal land. The legal consequence of the cancellation of the grant is that the recipient of the grant no longer has the right to the land that has been granted. This is because the land has become the right of the adat customary owner, and the recipient is obliged to return the land rights of the grant.



2. The author suggests that firstly, based on the considerations made by the adat stakeholders in the cancellation of the land grant (in this case the customary petalangan institution) must make a written regulation related to the cancellation of the grant. Secondly, regarding the efforts made by indigenous peoples involving the cancellation of the land grant, indigenous peoples also need to understand the importance of registering customary land in national law and to the national land agency.



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