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Legal Dilemma: Recognition of Customary Rights on Land Assets of The Regional Government of Manokwari District

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Abstract. *Customary land rights disputes become more complicated when the claimed land has been paid for, released, certified, and used as a regional government asset. This article analyzes land acquisition documents for the DPRD Office and Manokwari Regency Government offices in 2000 as well as the Peace Agreement Deed dated December 18, 2025 in Case Number 69/Pdt.G/2025/PN.Mnk. The research uses normative legal methods with a statutory, conceptual, and case approach. Old documents show a list of compensation for 40 hectares worth IDR 1,000,000,000, minutes of payment and release of rights, a measurement letter of 399,937 m², and a certificate in the name of the Manokwari Regency Government. The 2025 deed mentions an object of 383,956 m², acknowledges the evidence of release and the Certificate of Use Rights Number 43 dated April 4, 2005, but simultaneously promises new compensation of IDR 20,000,000,000 in four installments. The parties have only requested that the agreement be strengthened by a peace decision. If a peace decision is never issued, the deed does not stand as an acta van dading with executorial force, but rather as an agreement whose legal requirements, authority, object, and regional financial management must still be tested. Legal loopholes exist in the lack of explanation of the relationship between the old and new payments, the difference in area of 15,981 m², the basis for the IDR 20 billion assessment, the authority of representation, and the interchangeability of the parties' labels on the signature page. A legal audit is needed to prevent double payments without ignoring truly demonstrable customary rights.*

Keywords: *Acquisition; Assets; Demonstrable; Land; Regional.*

1. Introduction

Land for indigenous communities in Papua holds more than just economic value. It is linked to clan history, identity, habitation, and intergenerational relationships. Therefore, customary land claims cannot be assessed solely on the basis of the existence of written documents. The Constitution recognizes the unity of indigenous communities and their traditional rights, but this recognition is granted as long as the community remains viable, in accordance with

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societal development and the principles of the Unitary State of the Republic of Indonesia (The 1945 Constitution of the Republic of Indonesia, Article 18B paragraph (2) and Article 28I paragraph (3)).

In agrarian law, customary rights are also recognized as long as they actually still exist and their implementation is in accordance with national interests and statutory regulations (Law Number 5 of 1960 concerning Basic Agrarian Regulations, Article 3).

The problem becomes different when land claimed as customary land has been acquired by the government, paid for by the parties recognized as owners, had its rights relinquished, had its land measured, and then had a certificate issued in the name of the local government. In such circumstances, two interests both require examination: the protection of indigenous communities and legal certainty over public assets acquired using regional funds.

The document data that is the focus of this article relates to land acquisition in Sowi Village, Manokwari District, for the construction of the Regional People's Representative Council (DPRD) Office Building and Manokwari Regency Government offices. The 2000 minutes recorded an object of approximately 40 hectares, mentioning three groups of owners, cash compensation payments, and the release of rights to the Manokwari Regency Government. The attached list lists the total compensation amount of IDR 1,000,000,000. Subsequent land documents show a measurement letter for an area of 399,937 m^2 and the issuance of a certificate in the name of the Manokwari Regency Government in 2005.

In 2025, seven individuals from the Mandacan, Wonggor, Muid, Dowansiba, and Ullo families sued the Manokwari Regency Government in Case Number 69/Pdt.G/2025/PN.Mnk. The process did not reach the main trial, but instead resulted in a Peace Agreement Deed dated December 18, 2025. The agreement promised a payment of IDR 20,000,000,000 in four installments from 2025 to 2028. Based on additional data, the payment was made in 2026, but the amount and stage of realization still need to be proven with budget documents and proof of transfer. This fact changes the focus of the research: the issue is not the defeat of the Regional Government based on the judge's decision, but the validity of the Regional Government's decision to agree to and realize new payments for assets that have previously been paid for and certified.

The novelty of this article lies in the use of a set of Manokwari land acquisition documents to assess the risk of repeated claims against regional assets. The primary issue is not choosing between customary law and state law, but rather determining whether rights have been legally relinquished, whether payment has been received by the authorized party, whether the object of the new claim is the same as the object of the acquisition, and whether a settlement could burden regional finances when asset acquisition documents have not been adequately tested.

Based on the description, the issues discussed are: (1) what is the legal force of the procurement documents, compensation payments, release of rights, and land certificates of

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the Manokwari Regional Government; (2) what is the status of the claims of heirs or family and the 2025 peace deed regarding assets that were acquired in 2000; and (3) what legal steps are needed to prevent double payments while still protecting the provable rights of indigenous peoples.

2. Research Methods

This research is normative legal research with a statutory approach, a conceptual approach, and a case approach. The case approach is used for available documents, not as field research. Primary legal materials consist of the 1945 Constitution of the Republic of Indonesia, the Basic Agrarian Law (UUPA), the Civil Code, peace provisions in the HIR, Papua Special Autonomy regulations, regional asset management regulations, land acquisition documents from 2000, land documents from 2005, and the Peace Agreement Deed dated December 18, 2025. Secondary legal materials consist of books and scientific articles on customary rights, transfer of customary land, and regional assets. The analysis is conducted qualitatively by compiling a chronology, comparing the area and identity of objects, examining the relationship between evidence, and assessing the legal consequences of new payments. Information regarding the absence of a Peace Decision and the implementation of payments in 2026 is used as additional data that needs to be matched with case registers, the Regional Budget (APBD), and official proof of payment.

3. Results and Discussion

3.1. Position of Customary Rights and Heirs' Rights

Recognition of customary land rights does not automatically justify every family claim. Claimants must demonstrate that their customary community is still alive, has customary structures or authority, is connected to the disputed area, and that the person acting is truly authorized to represent the community or clan. In the Papuan context, the protection of customary rights is strengthened through Special Autonomy regulations. However, this protection must be coupled with legal certainty and evidence of past transfers (Law Number 21 of 2001 concerning Special Autonomy for Papua Province as amended by Law Number 2 of 2021, particularly provisions concerning the protection of the rights of indigenous peoples).

Heirs only inherit the rights still held by the testator. If the authorized person has received compensation and legally relinquished the land rights, there is essentially no longer any right to inherit the same object. Conversely, if the payment was previously made to an unauthorized person, the object is different, the signature is forged, or the relinquishment contains a defective will, the heirs may have grounds to dispute the matter. Thus, status as a child or grandchild is not the sole evidence; what is decisive is the existence of the rights at the time of the testator's death and the validity of the previous transfer.

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3.2. The Chain of Evidence for Land Acquisition in 2000

The first document is the Minutes of Land Acquisition/Release of Land Rights and Compensation Payment Number 01/BA/PPT-MKW/2000. This document shows that the Manokwari Regency Land Acquisition Committee worked based on Presidential Decree Number 55 of 1993 and the Regent's decree. The object is said to be in Sowi Village, Manokwari District, with an area of approximately 40 hectares for the DPRD Office and Regional Government offices. The owners who are considered legitimate are divided into groups of Yakob Mandacan and friends, Yakobus Ullo and friends, and Johny Indouw and friends (Minutes of Land Acquisition/Release of Land Rights and Payment of Compensation Number 01/BA/PPT-MKW/2000, document examined by the author).

The second document is a list of land compensation as an attachment to the committee's decision dated November 3, 2000. The list details the recipient's name, address, area, and compensation amount. The total area recorded was 40 hectares and the payment amount was IDR 1,000,000,000. The list states that payment was received after the signing of the minutes and the release of rights (List of Land Compensation for the Construction of the DPRD Office Building and the Manokwari Regency Regional Government Offices, Attachment to the Decision of the Land Procurement Committee dated November 3, 2000).

The third document is a report stating that payment was made directly in cash, received in good faith by the first party, and accompanied by proof of receipt or a receipt. The report also states that the first party relinquishes all rights and transfers control of the land to the local government. Article 1 of the document states that the land becomes the full property of the second party. This statement serves as crucial evidence regarding the parties' intentions at the time of the transaction.

The fourth and fifth documents are a measurement letter and a certificate. The measurement letter dated March 31, 2005, records an office plot in Sowi with an area of 399,937 m^2. The registration section indicates the rights holder is the Manokwari Regency Government and the certificate was issued in 2005. The certificate is strong evidence regarding physical and legal data as long as the data matches the measurement letter and land book (Government Regulation Number 24 of 1997 concerning Land Registration, Article 32 paragraph (1)).

These five elements cannot be read in isolation. The committee explains the process, the compensation list details the recipients and value, the minutes explain payment and release, the measurement letter confirms the physical object, and the certificate demonstrates the results of the rights registration. If all these elements refer to the same area and are not proven to be forged or defective, the local government's legal position is strong. Under such circumstances, repayment demands must be rigorously examined as they could potentially result in double payments from regional finances.

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3.3. Evidentiary Value of Certificates and Possible Objections

A certificate is not irrefutable evidence, but it is strong evidence. The party denying it must demonstrate errors in the physical or legal data, defects in the acquisition process, or a stronger basis for the right. The period of ownership and the absence of objections are also relevant in the land registration system. However, the application of the five-year protection in Article 32 paragraph (2) of PP Number 24 of 1997 must be tested based on good faith, actual ownership, method of acquisition, and the concrete circumstances of the case (Government Regulation Number 24 of 1997 concerning Land Registration, Article 32 paragraph 2).

For local governments, certificates must be supported by proof of origin. Registration as regional property does not replace proof of release and payment. Conversely, indigenous peoples' claims must be supported by maps of the property, genealogies, decisions or recognition by indigenous communities, and evidence that the party receiving the payment was not the legitimate authority. Two-way verification avoids the assumption that government administration is always correct or that any customary claim trumps the validity of the certificate.

3.4. Position of the 2025 Peace Act

A settlement is essentially an agreement between parties to end or prevent a dispute by mutually giving, promising, or withholding something. A settlement must be in writing. The Civil Code also grants substantial power to settlements between parties (Civil Code, Article 1851 and Article 1858).

If peace is achieved in a civil process and is confirmed as a peace deed, the deed has the same force as a decision that has permanent legal force and can be executed (Herzien Inlandsch Reglement (HIR), Article 130; see also Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Court).

However, the validity of a peace agreement primarily applies to the parties who drafted it and to the agreed-upon object. Therefore, the primary question is not simply whether a peace agreement exists, but also who signed it, whether the regional government is a party, which official represents the regional government, whether that official has the authority, and whether the agreement complies with the governance of regional assets and regional finances. An agreement that burdens public assets and the public budget cannot be treated the same as a settlement between two individuals over private property.

The second question concerns the similarity of the objects. The certificate number, measurement letter, area, boundaries, location, and land use in the 2025 case must be matched with the procurement object in 2000. The difference in area between the 40-hectare designation and the measurement result of 399,937 m² is mathematically very small, namely 63 m², thus leading to a strong suspicion that the documents are related. However, the similarity of the objects must still be proven through plot maps and case files, not just area figures.

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The third question is whether the court and the parties have evaluated the evidence of the Rp1 billion payment, the release report, and the local government certificate. If this evidence was not presented or examined because the case ended in a settlement, the settlement deed does not automatically declare the 2000 acquisition invalid. It only indicates a new agreement. This is where the greatest legal risk arises: officials could agree to a new payment without first resolving issues regarding the old payment.

3.5. Legal Loopholes in the Peace Agreement Deed

The examination of the Peace Agreement Deed dated December 18, 2025, revealed several issues. First, the closing section contained only a request that the Chief Justice of the Manokwari District Court, cq., the panel of judges, confirm the agreement as a Peace Decision or Acta Van Dading. The document examined did not contain a verdict, a judge's signature, or a court ruling. Based on the additional information that the process never reached a decision, this agreement cannot be called a peace decision. Consequently, the document does not have the executory force of a peace deed under Article 130 HIR. It can still be considered a written agreement, but its binding force depends on Articles 1320, 1338, and the peace provisions of the Civil Code (Peace Agreement Deed dated December 18, 2025, Case Number 69/Pdt.G/2025/PN.Mnk, Article 1 and Closing section; compare with HIR Article 130).

Second, Article 2, number 1, contains a significant admission from the claimants. They will submit a Statement of Acknowledgment of the Release of Customary Land, citing evidence of the release and the Certificate of Use Rights Number 43 dated April 4, 2005. This admission demonstrates that the release and the old certificate are not completely denied. However, Article 2, number 2, still mentions the payment of IDR 20 billion as compensation for the land. The deed does not clarify whether this payment represents a previously unfinished settlement, compensation to unrepresented parties, a repurchase, or social settlement. This lack of legal justification constitutes the biggest loophole because it could lead to a second payment based on the rights that have already been released.

Third, there are differences in the area of the object. The 2000 document mentions 40 hectares, and the available 2005 measurement certificate lists 399,937 m^2, while the 2025 deed mentions 383,956 m^2. The difference is 15,981 m^2, or approximately 1.5981 hectares. This difference must be explained through land records, measurement drawings, the history of parcel division, and Certificate of Use Rights Number 43. Without cadastral matching, it is impossible to determine whether all the objects in the deed are the same, merely part of an old asset, or whether there is a different parcel.

Fourth, the signature page places the words SECOND PARTY above Dorince Mandacan's name and FIRST PARTY above the Manokwari Regent's signature, even though the initial section defines the seven plaintiffs as the First Party and the local government as the Second Party. This mislabeling could be considered an administrative error if the identities and intentions of the parties remain clear. However, because the value of the agreement is very large and

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involves public finances, this error weakens the accuracy of the document and requires clarification.

Fifth, the deed does not contain a basis for the Rp20 billion valuation, does not explain the relationship of the seven signatories to all recipients of the 2000 compensation, and does not specify the distribution of payments to each party. The deed also states that the agreement was acknowledged by three Chiefs of the Arfak Interior Tribe, but neither signatures nor attachments to these acknowledgements were visible on the five pages examined. This raises questions about the representation of indigenous communities and those legally entitled to receive the money.

Sixth, the regional government was represented by the Regent and accompanied by legal counsel, but the deed did not disclose the basis for budgetary authority, land appraisal results, approval for management of regional assets, or the rationale for installment payments across fiscal years. A power of attorney does not, by itself, establish the official's authority to acknowledge the Rp20 billion obligation. The internal validity of the regional government's decision must be tested against regional financial regulations, regional asset management, and the respective annual regional budget documents.

3.6 Risk of IDR 20 Billion Payment and Regional Financial Protection

Payments of approximately Rp20 billion, if truly ordered or agreed to, must have a legal basis, a budgetary basis, a justifiable valuation, and an appropriate recipient. Regional governments are obligated to provide administrative, physical, and legal security for regional assets (Government Regulation Number 27 of 2014 concerning Management of State/Regional Property as amended by Government Regulation Number 28 of 2020; Regulation of the Minister of Home Affairs Number 19 of 2016 as amended by Regulation of the Minister of Home Affairs Number 7 of 2024).

If the land was legally paid for and released in 2000, repayment for the same object could be detrimental to regional finances. However, the terms "regional loss" or "unlawful act" should not be applied without an audit and authorized review. It is important to determine whether the Rp 20 billion represents land compensation, other compensation, the value of the settlement agreement, or an unpaid amount. Differences in the nature of the payment will result in different legal consequences.

Local governments need to immediately secure original documents, request official copies of all case files, and conduct reviews by the legal department, asset management, inspectorate, and the Land Office. If serious errors in the agreement or authority are suspected, legal remedies should be assessed based on the court's product and the stage of its implementation. Because settlement agreements are generally not appealable like ordinary decisions, legal action should not be formulated in general terms without reviewing the deed and its drafting process.

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3.7. Recommended Solution Model

First, a chronological audit is conducted by compiling all documents from the committee's decision, recipient list, receipts, release minutes, measurement letters, land books, certificates, asset records, up to the 2025 case documents. Documents need to be checked for authenticity and matched for numbers, dates, signatures, and land parcels.

Second, subject verification is conducted. The examination must determine the relationship of the claimants to the recipients of the 2000 payments, the customary authority of each party, and whether all entitled groups have been represented. If the claimants are heirs of legitimate recipients, it is necessary to explain what rights remain after the release. If they come from other groups, the customary basis and territorial boundaries must be verified.

Third, cadastral matching of the objects is performed. The 399,937 m² measurement certificate, the land title map, the asset map, and the objects in the settlement deed must be overlapped. This step is crucial because double payments can only be assessed if the objects are identical.

Fourth, an evaluation of the authority and public interest in the settlement is conducted. The examination includes the signing official, the basis for the power of attorney, required approvals, funding sources, price assessments, and consideration of why the old payment document did not extinguish the new claim. The evaluation results serve as the basis for implementing, renegotiating, or pursuing available legal remedies depending on the circumstances of the case.

Fifth, the government and indigenous communities need to develop prevention mechanisms. Every customary land acquisition process should be accompanied by participatory mapping, genealogy records, minutes of clan deliberations, easily traceable payment documentation, and a record of the relationship between customary documents and certificates. In this way, respect for indigenous communities goes hand in hand with the protection of public assets.

4. Conclusion

The documents examined show a coherent chain of acquisition: land acquisition by the committee in 2000, identification of the ownership group, a list of compensation for 40 hectares worth Rp1 billion, payment and release of rights, a measurement letter for 399,937 m², and a certificate in the name of the Manokwari Regency Government. If the documents are authentic, refer to the same object, and are free from legal defects, the local government has a strong basis to declare the land was legally acquired and should not be repaid. The 2025 lawsuit ended in a mediation agreement, not a decision examining the underlying dispute. The existing deed only requests that the court uphold it as a Peace Decision. If such strengthening is never granted, the deed is not an *acta van dading* and lacks the enforceability of a final and binding decision. The 2026 payment, if realized, will stem from contractual decisions and local government budgeting, not from the judge's declaration of defeat. The legal loopholes lie in the recognition of the release and the old certificate, which was followed by new

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compensation, a difference of 15,981 m² in area, the lack of a basis for the Rp20 billion assessment, the unclear representation of the recipient, the incorrect labeling of the parties on the signature page, and the lack of a clear basis for authority and budget. All of these circumstances create the risk of double payments and require legal and financial audits.

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