

## **Legal Certainty Regarding the Expiration of Consignment in Land Acquisition for Public Interest**

**Dwiky Oryza Djokdja\*, Adonia Ivone Laturette, Novyta Uktolseja**

Universitas Pattimura, Indonesia

Email: [dikadjokdja29@gmail.com](mailto:dikadjokdja29@gmail.com)\*

---

### **Keywords:**

Legal Certainty;  
Expiration;  
Consignment;  
Land Acquisition

### **Abstract**

While Law No. 2/2012 and PERMA No. 2/2021 govern consignment procedures and grounds, they lack provisions on its expiration or time limit, particularly for landowners whose whereabouts are unknown, thus creating a legal vacuum. This research aims to examine findings related to the existence of a legal vacuum in the process of granting consignment or depositing compensation to the district court in land acquisition for the public interest, specifically regarding the expiration or deadline of consignment given to landowners whose whereabouts are unknown. This research uses a normative legal research method because it focuses on examining legal gaps. The approaches used in this study are the statutory approach and the conceptual approach. The sources of legal materials consist of primary and secondary legal materials. Thus, the legal material collection technique in this research uses document study techniques, as well as qualitative analysis. The results of this research indicate that expiration can occur in consignments as regulated in the Civil Code. Thus, the legal vacuum regarding the expiration of consignments in land acquisition can be addressed by constructing a legal analogy with the expiration rules of consignments under the Civil Code. This approach can help prevent ambiguity regarding deposited compensation so that it does not remain unresolved for an extended period and to avoid indefinite holding of funds deposited in the district court

---

## **INTRODUCTION**

Providing compensation in land acquisition for public purposes is a solution for the state to be able to control land or reverse someone's land rights to facilitate the construction of public facilities (Bhanye et al., 2023; Dahlan et al., 2025; De Maria et al., 2023; Kombe, 2010; Lindsay, 2012; Michelman, 2013). This is in line with Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), which states in Article 18 of the UUPA that for the public interest, including the interests of the nation and state as well as the common interests of the people, land rights can be revoked, with the provision of appropriate compensation and in a manner regulated by law. This article is a guarantee for the people regarding their rights to land. Revocation of rights is possible but is bound by conditions, for example, accompanied by the provision of appropriate compensation (Hutama, 2025; Kurniati & Prawira, 2022; Larasati & Sujadi, 2021; Yasim et al., 2025; Zainuddin, 2022)

The implementation of compensation does not always go according to plan, so if this happens, consignment or deposit of compensation must be carried out at the local district court, so that in land acquisition this has been regulated in Law Number 2 of 2012 concerning Land Acquisition for Development in the Public Interest (Land Acquisition Law). Specifically,

Article 42 of the Land Acquisition Law has regulated the consignment or deposit of compensation at the court, where in paragraph 2 of this Article it is stated that the deposit of compensation can be given to a party whose whereabouts are unknown.

In addition to the Land Acquisition Law, there are specific regulations (*Lex Specialis*) related to consignment in land acquisition, namely Supreme Court Regulation Number 2 of 2021 concerning Procedures for Submitting Objections and Depositing Compensation to the District Court in Land Acquisition for Development in the Public Interest (PERMA No. 2 of 2021). These regulations have become the basis for the state in granting consignment if certain conditions have occurred that meet the requirements in accordance with the provisions of applicable laws (Al Imron, 2022; Knoblich, 2024; Melin et al., 2025; Sarabdeen, 2026; Sosedová et al., 2024; Tincani, 2022).

Based on the regulations that have been explained, the entrustment of compensation to the court or consignment in land acquisition is only regulated in terms of the reasons for entrusting compensation and the procedures and the people who are entitled to receive the compensation, however these regulations do not specifically discuss the determination of the expiry date (*Varjering*) or time limit for the entrustment that has been carried out for land owners whose whereabouts are unknown.

The statute of limitations itself serves to create legal certainty and protect the public against certain conditions (Arimuladi, 2024; Oleksy, 2025; Quintais et al., 2023; Van Der Linden & Shirazi, 2023; Wijatmoko et al., 2023). The absence of clear regulations regarding this statute of limitations creates a legal vacuum. The consequences of this legal vacuum (*Rechtsvacuum*) for matters or circumstances that are not or have not been regulated can lead to legal uncertainty (*Rechtsonzekerheid*) or uncertainty regarding legal regulations in society, which can further result in legal chaos (*Rechtsverwarring*) (Marysetyawan, 2020)

Without a clear expiration date regarding the granting of consignment to landowners whose whereabouts are unknown in land acquisition for public interest, it can create uncertainty regarding the status of the consignment, this is related to cases that have occurred in the community where in the construction of public facilities there are often parties whose whereabouts are unknown so that the compensation given by the land acquisition committee must be deposited in the local district court. However, this deposit that has no time limit results in the lack of clear legal certainty so that the deposit can continue without any end as long as the landowner has not taken his rights. This is a problem in itself because the law should provide certainty to each subject. In addition, this legal vacuum can create loopholes for certain individuals to exploit the conditions that occur, such as unilateral claims to ownership rights to the consigned land.

Based on the description above, this research aims to examine findings related to the existence of a legal vacuum in the process of granting consignment or entrusting compensation to the district court in land acquisition for public interest, namely regarding the expiration or deadline of the consignment that has been given to land owners whose whereabouts are unknown. The benefits of this research are to provide a constructive legal solution to fill the legal vacuum regarding the expiration of consignment, so that it can create legal certainty for the state and the public. Furthermore, this research is expected to serve as a reference for policymakers in formulating more comprehensive regulations and to prevent potential legal issues arising from the absence of time limits for the deposit of compensation funds in the district court.

## **METHOD**

This research uses a normative legal research method because it focuses on examining findings related to legal vacuum, the approach used in this research is the statutory approach ( *Statute Approach* ) and the conceptual approach ( *Conceptual Approach* ). The sources of legal materials used consist of primary and secondary legal materials where the primary legal materials focus on the Civil Code, Law Number 2 of 2012 concerning Land Acquisition for Public Interest, Government Regulation Number 19 of 2021 concerning Land Administration for Public Interest Development and Supreme Court Regulation Number 2 of 2021 concerning Procedures for Filing Objections and Depositing Compensation in Land Acquisition for Public Interest. Thus, the legal material search technique for this research uses document study techniques, and the analysis of the research uses qualitative analysis.

## **RESULTS AND DISCUSSION**

### **Expiration in General Consignment Granting**

The application of consignment or deposit of compensation in court generally has its own time limit in accordance with the applicable regulations so that if there is an expiration or time limit, the rights of the compensation recipient can be removed. However, in the application of consignment in land acquisition for public interest, there is no clear explanation regarding the time limit of the consignment given, especially for compensation recipients whose whereabouts are unknown.

Expiration or (*Varjering*) is explained in the Civil Code (KUHPerdata). Expiration itself is a condition that can give rise to a right or vice versa, namely the end of a right as in Article 1946 of the Civil Code states that expiration is a legal means of obtaining a right or a reason to be released from a right by the passage of a certain time and based on the conditions specified in the law. This article clarifies that expiration is divided into two types, namely expiration that gives rise to rights (*Akuisitif Verjaring*) and expiration that eliminates rights (*Ekstinktif Verjaring*).

In general, consignment is only known as a limited cash payment offer followed by storage or deposit as regulated in Article 1404 of the Civil Code, namely: If the creditor refuses payment, the debtor can make a cash payment offer for what he must pay, and if the creditor also refuses, the debtor can deposit his money or goods with the Court. Such an offer, followed by deposit, releases the debtor and applies to him as payment, as long as the offer is made according to the law, while what is deposited in this way is at the creditor's expense.

Over time, the use of the term "consignment" has evolved significantly, with respect to the term "consignment" in the Civil Code and the term "consignment" in land acquisition for public development purposes. These differences lie in the definition, legal basis, form, nature, and character of the consignment, as well as the principles and requirements of the agreement. These differences have led to a shift in meaning in both the Civil Code and land acquisition for public development purposes (Tehupeiory et al., 2024)

The granting of consignment generally has an expiration date in accordance with the provisions of Article 1967 of the Civil Code that all legal claims, whether material or personal, can be extinguished after 30 years have passed. Based on this Article, the right to claim back what has been deposited can be forfeited because the thirty-year period has passed from the day the deposit was made. If no claim is filed within this time, after this time, the consignment

that has been given can be considered ownerless and becomes the property of the state as stipulated in Article 520 of the Civil Code regarding ownerless goods.

### **Legal Certainty of Consignment Expiration in Land Procurement**

Consignment in land acquisition for public interest is a state obligation for land owners whose whereabouts are unknown, as explained in the Land Acquisition Law. However, the existence of a legal vacuum related to the expiration results in ambiguity or lack of clarity regarding the consignment that has been given. To fill the legal vacuum or ambiguity that exists in every law and regulation regarding land acquisition, especially regarding the expiration of the consignment in land acquisition for land owners whose whereabouts are unknown, Legal Construction and Interpretation can be carried out. Legal construction must not be carried out arbitrarily and must be based on the legal understanding contained in the relevant law. Legal construction must not be outside the positive material system (*Scholten*). In this legal construction there are three forms, namely:

1. Analogy (*Argumentum Per Analogium*) is the application of a legal provision to a situation which is basically the same as the situation explicitly regulated by the legal provision, but the appearance or form of its manifestation (legal form) is different.
2. Legal refinement (*Rechtsverfijning*) is treating the law in such a way (in a subtle way) that it appears as if no one is at fault. Legal refinement is done by narrowing the application of an Article.
3. *Argumentum A Contrario* is an interpretation of the law that is based on or denial of meaning, meaning that there is a conflict of understanding between the issue at hand and the issue regulated in an article in the law.

If a legal analogy is made regarding the expiration of the consignment in land procurement, then the analogy can be linked to the expiration that occurs in the Civil Code so that the analogy that can be applied to the expiration of the consignment in procurement can be seen from two aspects where the consignment can give rise to rights for the state and eliminate rights for the recipient.

The expiration of consignment if analogized with *the acquisition of verjaring* then the analogy will be related to land ownership rights in general because it can be seen that the object of this consignment is land in the sense of referring to the same object. The expiration of land ownership rights generally occurs due to the abandonment of a land which is then controlled by a certain party in good faith for 20 years so that the ownership rights of the previous party can be lost or transferred to the party who controls the land, this is as explained in Article 1963 of the Civil Code. This explanation is related to consignment that has been entrusted in the sense that the land owner has neglected his land for such a long time that the state as the party that needs the land in good faith has controlled the land for a certain period of time, this causes the ownership rights to the land to be transferred to the state so that the consignment can be returned to be managed again by the state.

The expiration of this consignment can also be analogized with *the extinctive verjaring* related to the right of the recipient of the consignment to demand payment as in Article 1967 of the Civil Code that all legal claims, both material and personal, can be eliminated after 30 years. So if this is analogized with the granting of consignment in land acquisition, the entitled party can be considered to have abandoned his rights so that if within 30 years the money has never been taken by the entitled party, then the right to take the consignment can be considered

forfeited or expired, then the consignment made can be seen as ownerless money so that the consignment can be returned to the state to be managed again for other public interests in order to avoid the consignment becoming funds that are deposited in the court account.

## CONCLUSION

The consignment statute of limitations established under the Civil Code provides concrete legal certainty, with regulations governing the general application of statute of limitations. This statute of limitations has consequences for the consignment itself, such that if it is not collected or abandoned by the owner, the consignment can be considered unclaimed funds and subject to seizure by the state.

Establishing a statute of limitations for consignment in land acquisition provides legal certainty for all existing regulations. This statute of limitations allows landowners entitled to the consignment to avoid neglecting their property rights, thus serving as a reminder that their rights could be forfeited or lost if they neglect them for too long. Furthermore, this statute of limitations allows the state to avoid having funds deposited in the district court; instead, the state can manage the funds for other public facilities.

## REFERENCES

- Al Imron, Y. (2022). Legal consequences of default in land sale and purchase agreements under the hand. *International Journal of Educational Research & Social Sciences*.
- Arimuladi, S. U. (2024). Enhancing Legal Certainty Through Restorative Justice: A Focus on the Role of Indonesia's Attorney General's Office. *Pakistan Journal of Criminology*, 16(2), 903.
- Bhanye, J., Shayamunda, R. H., Mpahlo, R. I., Matamanda, A., & Kachena, L. (2023). Land politics and settlers' responses to land tenure under threat in emerging peri-urban spaces in Zimbabwe. *Land Use Policy*, 135, 106945.
- Dahlan, A. A. S., Sihotang, E., & Wiratny, N. K. (2025). Legal Protection For The Public Regarding The Amount of Compensation In Land Acquisition Activities For Development In The Public Interest. *Journal of Social Research*, 4(3), 317–324.
- De Maria, M., Robinson, E. J. Z., & Zanello, G. (2023). Fair compensation in large-scale land acquisitions: fair or fail? *World Development*, 170, 106338.
- Hutama, A. R. (2025). The Public Interest Acquisition of Land for Development. *Jurnal Polisci*, 2(5), 280–299.
- Knoblich, D. (2024). *Analysing Contract Law in Procurement Management: Effects and Measures of Suppliers' General Terms and Conditions in the Communal Catering Sector*.
- Kombe, W. J. (2010). Land acquisition for public use, emerging conflicts and their socio-political implications. *International Journal of Urban Sustainable Development*, 2(1–2), 45–63.
- Kurniati, N., & Prawira, I. (2022). Public Interest Development in Indonesia: Considerations Regarding Land Acquisition and Its Impact on the Environment. *International Journal of Sustainable Development & Planning*, 17(8).
- Larasati, M. A., & Sujadi, S. (2021). Implications of the law of land acquisition for development in the public interest on land acquisition conflict resolution. *Al-Ishlah: Jurnal Ilmiah Hukum*, 24(2), 281–296.
- Lindsay, J. M. (2012). Compulsory acquisition of land and compensation in infrastructure projects. *PPP Insights*, 1(3), 1–10.

- Marysetyawan, I. (2020). *Analisis Faktor Yang Mempengaruhi Transparansi Luas Pengungkapan Sukarela Laporan Tahunan (Voluntary Disclosure) Pada Perusahaan Yang Terdaftar Idx 30 Pada Periode 2015-2018*.
- Melin, Y., De Bruyn, J., & Hammoud, L. (2025). Abuse of Law in the Field of Customs. In *Abuse of Law in European Taxation* (pp. 33–49). Springer.
- Michelman, F. I. (2013). Property, utility, and fairness: comments on the ethical foundations of “just compensation” law. In *Constitutional Protection of Private Property and Freedom of Contract* (pp. 117–210). Routledge.
- Oleksy, K. (2025). The Statute of Limitations in 21st Century: Between Public and Individual Interests in the Criminal Justice System. *Revista Brasileira de Direito Processual Penal*, 11(3), e1199.
- Quintais, J. P., Appelman, N., & Fathaigh, R. Ó. (2023). Using terms and conditions to apply fundamental rights to content moderation. *German Law Journal*, 24(5), 881–911.
- Sarabdeen, J. (2026). E-consumers-a critical legal analysis of consumer protection laws. *Social Sciences & Humanities Open*, 13, 102685.
- Sosedová, J., Jurkovič, M., Baracková, A. M., Majerová, J., Gorzelanczyk, P., & Stopka, O. (2024). Bibliometric Overview Of Current Trends In Maritime Transport: The Issue Of A Special Interest In Delivery Of A Consignment As A Tool To Achieve Sustainability Of International Transport. *Komunikácie*, 26(1).
- Tehupeiory, A., Suwarno, S., Jahan, R., & Islam, M. (2024). Land Acquisition for Public Interest: Balancing State Control and Individual Property Rights. *Jurnal Hukum UNISSULA*, 40(2), 174–191.
- Tincani, C. (2022). Contract for the international carriage of goods by road. In *Contract for the International Carriage of Goods by Road* (pp. 1–33). Springer.
- Van Der Linden, T., & Shirazi, T. (2023). Markets in crypto-assets regulation: Does it provide legal certainty and increase adoption of crypto-assets? *Financial Innovation*, 9(1), 22.
- Wijatmoko, E., Armaid, A., & Fathani, T. F. (2023). Legal effectiveness in promoting development policies: A case study of North Aceh Indonesia. *Journal Homepage*, 3.
- Yasim, S., Pratiwi, A. D., Nuraliah, D., & Mausili, D. R. (2025). Land Acquisition for Public Interest Development: Legal and Regulatory Perspectives in Indonesia. *Journal of Scientific Research, Education, and Technology (JSRET)*, 4(1), 434–445.
- Zainuddin, Z. (2022). The legal due diligence of land acquisition for the public interest: A critical review. *SIGn Jurnal Hukum*, 4(1), 46–57.