



The Sociology of Law Approach in Understanding Customary Land Disputes in West Sumatra

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Abstract. The positivist approach to understanding legal issues, particularly regarding customary land disputes in West Sumatra, presents its own challenges. The Minangkabau customary law's unwritten nature makes ulayat land disputes complex when analyzed solely from a normative juridical standpoint. To effectively address these issues, it is essential to move beyond legal regulations and delve into community practices and legal understanding using a legal sociology approach. This method advocates for resolving ulayat land disputes in Nagari Baruah Gunuang through peaceful means, such as deliberation and consensus, in line with prevailing customs dictated by the customary hierarchy known as *bajanjang naiak batanggo turun*. Even before cases reach the Nagari Customary Council, disputes can be settled by *niniak mamak ampek jinih* associated with the disputing parties. A sociological approach, rooted in empirical legal facts, underscores that customary law is the original, unwritten law of the people, evolving within the community across generations. This approach proves more relevant in comprehending and addressing ulayat land dispute issues.

Keywords: Sociology of Law, Ulayat Land Disputes, Minangkabau Customary Law

1. Introduction

Legal positivism continues to shape the curriculum of law studies at Indonesian Law Faculties, resulting in a predominant emphasis on positive law. This emphasis aligns with societal expectations for these faculties to equip graduates with the ability to analyze legal matters effectively. Consequently, legal education often prioritizes the examination of how legal regulations are applied, following what is known as the normative juridical approach.

The normative juridical approach, rooted in positivism, asserts that law is solely derived from legislative commands, as posited by legalism, a branch of positive law (Darmawati, 2019). However, this perspective clashes with customary law, a recognized legal framework in Indonesia. Customary law's predominantly unwritten nature presents challenges for the normative juridical approach when analyzing empirical facts in its application (Hanani & Nelmaya, 2022).

In West Sumatra Province, customary law is synonymous with Minangkabau Customary Law, serving as the indigenous legal system for the community. It comprises unwritten legal norms that evolve and adapt over time, guided by a sense of legal consciousness to ensure justice across generations. Rooted in the philosophy of "*adat basandi syarak, syarak basandi kitabullah, syarak mangato adat mamakai*", it remains flexible and responsive to the changing needs and circumstances of society (West Sumatra Provincial Government, 2023).

The unwritten nature of customary law renders disputes over customary land complex when solely analyzed through a normative juridical lens. Legal dimensions extend beyond mere legislation, encompassing the practical application of law in social and community contexts. To explore this aspect, it is imperative to transcend legal boundaries and delve into the community's practices and understanding of the law. This approach, termed the empirical

juridical or sociology of law approach, acknowledges the importance of observing how law operates within societal dynamics (Zainuddin Ali, 2016)

Hence, the author finds it intriguing to explore how the sociology of law approach comprehends the intricacies of customary law, particularly concerning disputes over customary land in West Sumatra. This paper presents a case study of land disputes within Nagari Baruah Gunuang, Bukik Barisan District, Lima Puluh Kota Regency, spanning from 2023 to 2024 (Silfia, 2023).

2. Methods

This article employs qualitative research methods, including field observations, literature reviews, analysis of legislation, document examination, and interviews. Its aim is to investigate factual and legal issues related to disputes over customary land in West Sumatra, focusing on Nagari Baruah Gunuang, Bukik Barisan District, Lima Puluh Kota Regency, through the lens of the sociology of law approach. The central inquiry is whether this approach can offer valuable insights into understanding these disputes. Consequently, the author is conducting research titled "The Sociology of Law Approach in Understanding Disputes over Customary Land in West Sumatra."

3. Results and Discussion

3.1. *The Sociology of Law Approach*

The sociology of law, both conceptually and theoretically, represents an empirical branch of knowledge that delves into and elucidates the real-life experiences of individuals within legal contexts, spanning decision-makers, legal practitioners, and ordinary citizens. It operates as a descriptive, explanatory, and prospective science. Research within this field adopts empirical approaches, with a focus on identifying and elucidating the impact of social processes and individual behavior on the formulation and application of jurisprudence, as well as the social ramifications of legal regulations. Furthermore, such research explores how legal regulations influence social processes and individual behavior. (Arief Bernard Sidharta, 2004)

The sociology of law approach is grounded in the fundamental assumption that law and society are inherently intertwined, echoing the sentiment of the Roman philosopher Cicero, who asserted, "Ibi Societas Ubi Ius," meaning "where there is law, there is society," or commonly known as law within society. Both elements are subject to academic inquiry, and understanding their relationship is paramount. This comprehension not only addresses critiques of legal positivism or normative legal research but also responds to the ongoing developments and dynamics within society. Consequently, the sociology of law approach assumes a pivotal and strategic role in comprehending and interpreting law within the societal context. This entails grasping law from a societal perspective, rather than solely through a legal lens. Thus, the sociology of law approach underscores empirical methodologies. Research within this framework relies on existing empirical evidence within society, diverging from the exclusive focus on legal regulations typical of normative legal research. (Umar Sholahudin, 2017)

The choice of social or legal research method often corresponds with the legal paradigm employed. When social or legal issues are approached and examined through a normative legal paradigm, focusing on the law as written, doctrinal legal research, rooted in legal regulations, is the appropriate method. Conversely, if the law is perceived or analyzed through a sociological (legal) paradigm, highlighting law as an integral part of societal phenomena or

law in action, non-doctrinal or sociological (legal) research methods become more pertinent. These methods commence with empirical observations of legal realities. In essence, sociology of law delves into the intricate relationship between law and society (Hanani, 2018).

Fundamentally, sociology of law seeks to explore legal phenomena utilizing methodologies and theories from the social sciences. Utilizing social science methods entails acknowledging the inherent limitations of all perspectives and observations, alongside a concerted effort to overcome these limitations through the collection, analysis, and interpretation of empirical data. Within this framework, law is perceived as a social construct that evolves and matures within society. Consequently, the pertinent research approach becomes the sociology of law methodology. Leveraging tools from the social sciences, including sociology of law, proves invaluable in comprehending and attaining the objective of substantive legal justice.

The legal discovery strategy within the sociology of law approach is constructive, mirroring society's comprehension and interpretation of law and justice within their traditions. In the context of Minangkabau customary law, the sociology of law approach accentuates objectivity, employing inductive logic, synthesis, a posteriori reasoning, generalization, and data construction. Data collection encompasses both quantitative and qualitative methods, including in-depth interviews to delineate the community's distinctiveness. These endeavors encapsulate the author's efforts, exemplified by conducting interviews with the disputing parties in Nagari Baruah Gunung, Lima Puluh Kota Regency.

3.2. *Ulayat Land Dispute*

Ulayat Land refers to communal land within customary law communities' territory, a reality that persists today. Meanwhile, Ulayat Land Dispute signifies a legal conflict over such land between two opposing parties: the ruler and/or owner of Ulayat Land and other parties. Normatively juridical, the resolution of Ulayat land disputes is governed by Regional Regulation of West Sumatra Province Number 7 of 2023 concerning Ulayat Land, specifically outlined in Article 23 :

- (1) Ulayat Land disputes in Nagari are typically settled by the Nagari Advisory Council (KAN) and/or Nagari Customary Court, adhering to established customs. This process involves discussions and consensus to reach a peace settlement decision.
- (2) Subsequently, these peace settlement decisions, as outlined in paragraph (1), can be officially registered with the local District Court to ensure legal certainty.
- (3) However, if the conflicting parties fail to reach a peace settlement decision as mentioned in paragraph (1), they have the option to file their case with the District Court.

This article suggests resolving disputes outside of the courtroom through non-litigation processes. The Nagari Customary Council's role is not to make legal judgments but rather to handle customary matters stemming from these disputes. The customary court under the jurisdiction of the Nagari Customary Council is seen as a procedural mechanism for settling customary disputes by a traditional institution (Dadi Suryandi, 2017).

Disputes concerning Ulayat land within the community necessitate customary settlement, following the principle of consensus through deliberation. These internal conflicts are typically mediated by the *ninik mamak* (elders) within the community. The head of inheritance, often the eldest male member, along with other respected elderly male figures and the village chief, play pivotal roles in resolving such disputes. Minang people generally prefer to keep these matters internal to avoid potential embarrassment. If disputes remain unresolved at the community level, they are escalated to the *ninik mamak ampek jinih* within

the tribe, and if necessary, to the Nagari Customary Council for assistance. Similarly, disputes involving different communities or individual parties follow a similar pattern. Initially, the ninik mamak ampek jinih within the tribe are consulted, with recourse to the Nagari Customary Council if resolution is not achieved locally (Dadi Suryandi, 2017)

3.3. Case Sitting Dispute

The Ulayat land dispute, which serves as the author's case study in this article, unfolded between the Dt. M family of the Piliang clan and the H family of the Dt. S clan from the Kutianye lineage in Nagari Baruah Gunuang, Bukik Barisan District, Lima Puluh Kota Regency. Broadly, the case involves two main areas: firstly, residential land long inhabited by the H family, and secondly, agricultural land, encompassing rice fields or farms also traditionally managed and controlled by the H family for decades.

Initially, on October 21, 2023, several members of the Dt. M clan visited the H family's residence to claim ownership of both disputed properties, asserting that they were Ulayat land or ancestral property belonging to the prestigious Dt. M clan. However, the H family declined to relinquish them, citing a change in their legal status. According to the H family, the first property had been gifted to them since 1984, while the second had been mortgaged to them for approximately 4 American gold ounces, 1.5 mas 24 karats, and 200 bushels of rice from 1989 to 1994. The family can substantiate both legal statuses with physical evidence such as donation letters and mortgage agreements.

On November 29, 2023, the Dt. M clan conveyed their position to the H family via a letter, asserting that the documents provided were invalid and legally questionable. They proposed a resolution by suggesting a donation agreement valued at 4 American gold dollars for the first disputed property, to be formalized through a legally recognized donation letter issued by a Notary/PPAT (Land Deed Official). Regarding the second property, they insisted on its immediate transfer and management by the Dt. M clan.

On December 5, 2023, several members of the Dt. M clan responded to the ongoing ploughing of the fields on the second disputed property by the H family by planting banana trees on the first property involved in the case. Subsequently, a few days later, members of the Dt. M clan assumed control of the fields and commenced planting rice.

On December 22, 2023, the H family responded to the letter by asserting that the first object had become their property in accordance with the 1984 donation letter. They contended that the donation letter explicitly indicated that the first object was a non-redeemable donation. Therefore, the H family rebuffed the donation offer from the representatives of the Dt. M clan, citing the validity of the 1984 donation contract and the absence of a need for a new donation contract. Regarding the second object of the case, the H family maintained that its land status was pledged to them. Citing customary law mortgage, they argued that they had the right to retain possession and management of the land until the mortgage debt was repaid.

On March 8, 2024, the Dt. M clan sent another letter to the H family, reiterating their stance that both the donation letter and mortgage agreement were invalid and held no legal weight. Consequently, the Dt. M clan issued an ultimatum to the H family: either execute a new donation contract within a maximum period of 3 months, or appeal to the Niniak Mamak Kaampek Suku or to the Baruah Gunuang KAN (Nagari Advisory Council), or file a civil lawsuit with the Tanjung Pati District Court. Failure to comply would result in the Dt. M clan replanting a greater number of banana trees. In the interim, members of the Dt. M clan had already begun working on some parts of the second object of the case.

3.4. Normative Juridical Analysis of the Case

Before conducting a sociological or empirical analysis of this case, it is advisable for the author to first analyze it through a normative juridical approach, considering the applicable legislation. This approach aims to comprehend the distinctions between legal positivism and legal sociology. The legal foundation for the author's analysis rests on Article 18B paragraph (2) of the 1945 Constitution regarding Customary Law Communities and Regional Regulation (Perda) of West Sumatra Province No. 7 of 2023 concerning Ulayat Land.

Article 18B paragraph (2) of the 1945 Constitution acknowledges and respects customary law community units and their traditional rights, provided they are still relevant and align with the societal development and the principles of Indonesia's Unitary State, as regulated by law.

This constitutional article affirms the acknowledgment and respect for customary law community units, indicating that they have the right to existence equal to other administrative units like districts and cities. This equality implies that based on customary law, customary law communities are entitled to fair treatment and the opportunity to develop as a subsystem within the advanced, prosperous, and modern Unitary State of the Republic of Indonesia. (Bagir Manan, 2001)

In Regional Regulation (Perda) of West Sumatra Province No. 7 of 2023 concerning Ulayat Land, Article 5 stipulates that the applicable law for ownership and control of Ulayat Land is customary law (*salinnga nagari*) based on "*adat basandi syarak, syarak basandi kitabullah*," a customary law that has been passed down through generations. Article 6, paragraph (2), specifies that Ulayat Land comprises Nagari Ulayat Land, Suku Ulayat Land, and Kaum Ulayat Land.

Article 1 outlines the following:

Point 11: Nagari Ulayat Land, also known by another name, is Ulayat land directly controlled by the Nagari for the maximum prosperity of the Nagari community.

Point 12: Suku Ulayat Land, or known by another name, is land owned communally or jointly by a tribe, passed down through the matrilineal line, under the leadership of a Tribe Leader or known by another name.

Point 13: Kaum Ulayat Land, or known by another name, is land owned communally or jointly by a community, passed down through the matrilineal line, under the leadership of a Head Mamak.

Point 14: Tribe Leader, or known by another name, is the leader within the tribe, holding Ulayat land rights through *sako*, namely the title of adat leader, and *pusako*, namely ancestral property in the form of Ulayat land and assets.

Point 15: Head Mamak is the eldest male or the most respected member within a community.

In Article 9, paragraph (1), it is stated that Kaum Ulayat Land as referred to in Article 6, paragraph (2), letter c, is owned by all members of the community under the leadership of a Head Mamak. In paragraph (2) of Article 9, it is mentioned that Kaum Ulayat Land, as referred to in paragraph (1), is cultivated land whose ownership is according to *Ganggam Bauntuak Pagang Bamasiang* for community members.

Article 1, Point 19, specifies that *Ganggam Bauntuak Pagang Bamasiang* refers to the allocation of community Ulayat land by the Head Mamak to community members hierarchically according to the maternal lineage for cultivation, housing, and other activities, with oversight from the Head Mamak.

In analyzing the case study of the Ulayat land dispute, the author approaches the legal facts normatively as follows:

Firstly, the Dt. M clan's stance to reclaim the object of the case is appropriate because, according to customary law, the object of the case is historically normative and indeed

originates from the ancestral property of the Dt. M clan from the Piliang lineage. Based on Regional Regulation No. 7 of 2023 of West Sumatra, the Dt. M clan argues that both objects of the case are suku Ulayat land, not kaum Ulayat land.

Secondly, the H family's stance regarding the existence of the documents is correct because the position of written evidence is explained in Article 1866 of the Civil Code, which states that the first order of evidence is written evidence. Written evidence is crucial and primary evidence in civil law compared to others, especially nowadays when all legal actions are recorded or written in various forms of documents intentionally made for that purpose (M. Yahya Harahap, 2005).

Thirdly, the action of Dt. M clan members planting banana trees in the H family's yard (the first object of the case) is inappropriate because it potentially constitutes a criminal offense according to Article 2 of Law No. 51/PRP/1960 concerning the Prohibition of Unauthorized Land Use by the Rightful or Authorized Party, which stipulates that "Unauthorized land use by the rightful or authorized party without permission is prohibited." Violation of this provision may result in imprisonment for a maximum of 3 (three) months and/or a fine of up to Rp5,000.00 (five thousand rupiahs), or Article 167 paragraph 1 of the Criminal Code "Whoever unlawfully enters into a house, room, or yard owned or used by another person, without right, and does not immediately leave when asked by the rightful owner or their authorized representative, shall be punished with imprisonment for a maximum of 9 (nine) months or a fine of up to Rp. 4,500,-."

Fourthly, the action of Dt. M clan members cultivating and planting the second object of the case potentially constitutes a breach of contract. Based on the document held by the H family, it is still pledged. The rights of pledge are regulated in Book II of the Civil Code, from Articles 1150 to 1160 of the Civil Code. The position of the pledge holder here is stronger than that of the fiduciary holder because the pledged objects are under the control of the creditor. In this case, the creditor is protected from the bad faith (*te kwader trouw*) of the pledgor. In a pledge, the pledged object must not be under the control (*inbezitstelling*) of the pledgor at all (Rachmadi Usman, 2008).

Fifthly, the stance of the Dt. M clan that refuses to bring the case to the KAN and instead instructs the H family to do so is inappropriate because it does not comply with the principle of civil law. *Actori In Cumbit Probatio* is a principle in civil procedural law which literally means that the one who sues must prove. This principle is known in civil procedural law and explicitly regulated in Article 163 HIR/283 RBg and Article 1863 of the Civil Code. The provisions in these articles stipulate that the burden of proof lies with the party alleging that they have a right or to confirm their own right or to dispute someone else's right pointing to an event (Asep Nursobah, 2023). Therefore, the Dt. M clan itself should have filed the case either with the KAN or the Court..

3.5. Analysis of the Case Through a Legal Sociology Approach

In this article, the author presents several sociological analyses regarding the case. Firstly, the origin of the case object is examined. Based on empirical facts regarding actual land ownership controlled by D, the husband and father of the H family, for decades, it can be assumed that the case object originates from Ganggam Bauntuak Pagang Bamasiang. Ganggam Bauntuak is the allocation of communal Ulayat land by the head *mamak* to members of the community hierarchically according to the maternal lineage for cultivation, housing, and other activities, with the head *mamak* supervising the land's use.

Ideally, Ulayat land management and usage are rotated among lineage members. However, sociologically, in cases where lineage members have expanded to the extent that

rotating management of high ancestral property is no longer feasible, communal lineage land is divided according to Ganggam Bauntuak. This practice is observed in the Piliang lineage with the Dt. M head in Nagari Baruah Gunuang. Ganggam Bauntuak is then designated under the name of the grandmother or the eldest woman in each jurai/paruik. Typically, the division of Ganggam Bauntuak is conducted without written evidence, with allocation proven by actual land possession.

The utilization of communal lineage land through practices like Ganggam Bauntuak, pagang bamasiang, hiduik bapangadok, can persist for an extended period, sometimes indefinitely, without interference from other lineage members. Sociologically, this is supported by the tradition within the Piliang lineage. It indicates that D, as an individual, holds a distinct jurai status compared to Dt. M lineage members seeking the return of the disputed object.

Secondly, concerning the validity of the documents, the author suggests that the Dt. M clan tends to approach the case from a positivistic standpoint, insisting that contracts must be formalized in the presence of a Notary/PPAT. Additionally, the Dt. M clan questions the validity of the documents retained by the H family. However, sociologically, agreements in customary law are often conducted orally or through informal written agreements.

According to research conducted by Albert Tanjung, a lecturer at the Faculty of Law, UNAS, oral grants under Minangkabau customary law are deemed valid. These grants can be bestowed by parents or the mamak head of inheritance to children, nephews, or other individuals. Whether documented in writing or conveyed orally, these grants are considered legitimate if certain conditions are met, including clarity, transparency, and mutual agreement among the involved parties. This conclusion resonates with the sociological fabric of Minang society, which upholds customary law as the fundamental legal framework derived from unwritten traditions evolving over generations. Consequently, oral agreements are prevalent in customary law, reflecting the deep trust and sense of kinship (*badunsanak*) within the community. Moreover, in the context of the dispute between the Dt. M clan and the H family, their relationship is likened to that of a banana tree and its offspring, indicating a strong familial bond. Thus, sociologically and empirically, oral agreements hold validity in tradition, especially when supported by documentation and witnesses. (Albert Tanjung, 2019).

Thirdly, concerning the offer of pampeh grants, Minangkabau customary law recognizes three types of grants: laleh grants, bakeh grants, and pampeh grants. Laleh grants signify eternal gifts from a father to his children, characterized by the saying "salamo dunia takambang, salamo gagak hitam, salamo aia ilia". Bakeh grants, on the other hand, are former grants, limited in duration to the lifetime of the child. Upon the child's demise, the granted property reverts to the father's lineage, as symbolized by the expression "kabau mati kubangan tingga, pusako ka nan punyo". Lastly, pampeh grants entail a mamak granting property to their child or another individual under the condition that the recipient provides pampeh (redemption) to the mamak. Subsequently, the recipient can reclaim the property by reimbursing the redemption amount at a later date.

Sociologically, grants in Minangkabau customary law carry various implications, whether they are laleh grants, bakeh grants, or pampeh grants. In the case of laleh grants, the high ancestral property bestowed is intended for eternity, encapsulated in the saying "as long as the water flows downstream and as long as the black crow flies". With bakeh grants, the high ancestral property reverts to the grantor or the grantor's lineage upon the conclusion of the stipulated period, typically coinciding with the grant recipient's lifetime. The temporary nature of bakeh grants implies that the granted property remains valid only for the duration of the recipient's life, returning to the grantor's lineage upon the recipient's demise. In the

event of a pampeh grant, the high ancestral property can be reclaimed by the grantor's lineage under specific conditions. For this to occur, the grantor must receive pampeh (redemption) from the grant recipient, surpassing the value of the communal land originally granted. Once the pampeh is provided, the high ancestral property initially bestowed upon the recipient reverts to the grantor's lineage.

In this case, the letter explicitly states that the agreement in question is a laleh grant, immutable and irrevocable. It further clarifies that the land is now dissociated from the Piliang lineage and renounces any future claims to it. This implies perpetual ownership by the grantee, with no room for dispute from any quarter. Sociologically, this grant agreement garners validation from neighbors residing near the disputed land. Additionally, empirical evidence reveals that the land behind the house, the primary subject of contention, has also been granted to a member of the Koto lineage, a direct descendant of the Piliang lineage.

Fourthly, concerning the concept of pawn or pledge, the Dt. M clan reiterates a positivistic standpoint. In the letter addressed to the H family, they cite Law No. 56 PRP of 1960, which stipulates the duration of a pawn to be 7 years. According to this law, in the absence of repayment, the land will revert automatically to its owner. (Albert Tanjung, 2019).

The practice of pawning in the local customary tradition of Minangkabau involves a loan agreement where collateral is provided to the borrower. As long as the debt remains unpaid, the collateral remains with the borrower. This tradition is rooted in the principle of communal land ownership in matrilineal Minangkabau customs, where land is not privately owned and cannot be bought or sold. Therefore, this local tradition of pawning is based on mutual assistance, serving a social function. Most individuals who engage in pawning and the pledge holder typically belong to the same lineage, community, and often the same village. (Hasneni, 2015)

Considering the sociological conditions of Minangkabau society, it's evident that Article 7 of Law No. 56 PRP of 1960 cannot be applied. Its provisions do not align with the prevailing customs in Minangkabau society regarding pawning. Typically, those who hold the pawn are individuals lacking land. Enforcing this article would result in the pawn holder not receiving their money back, perpetuating their lack of wealth, which would be unjust. Therefore, pawning in Minangkabau remains unchanged and continues to operate based on familial ties. Moreover, in customary law, pawning is seen as an emergency assistance effort that serves a social function. (Is Sikumbang, 2008)

The Difference in Methodological Approach between Positivistic and Sociological Perspectives towards Legal Cases

Aspect	Positivistic	Sosiological
Origin of the Case	Suku Ulayat Property	Ganggam Bauntuak Pagang Bamansiang
Agreement Letter	Must be a Notary Act	Handwritten Deed Still Valid
Contract	Must be in writing	Oral Agreement Still Valid

Gift	Must Create a New Contract	Gift Lalah Already Valid
Pawn Agreement	Only valid for 7 years	Valid indefinitely until the loan is repaid

4. Conclusions

The sociology of law is fundamentally an endeavor to explore legal phenomena through the lens of methods and theories provided by the social sciences. The choice of research method, whether social or legal, corresponds with the legal paradigm applied. When social or legal issues are approached from a normative legal standpoint, the appropriate research method is positivistic legal research, rooted in legal rules. Conversely, when law is examined through a sociological lens, which views law as intertwined with social phenomena, non-positivistic or sociological legal research methods become more pertinent, beginning with empirical facts about the law.

In cases involving disputes over customary land, a positivistic normative perspective suggests that parties can initiate lawsuits and settle their disputes through litigation in the District Court. However, sociologically, non-litigation processes should also be pursued, emphasizing reconciliation through deliberation and consensus, in line with prevailing customs known as *bajanjang naiak batanggo turun*. Even before escalating to the Customary Council of the Nagari, disputes can be addressed by *niniak mamak ampek jinih* (elderly family members) associated with the parties. Therefore, initial recourse should be sought from these *niniak mamak ampek jinih* within the tribe, with submission to the Customary Council of the Nagari being a last resort if resolution proves unattainable through their intervention.

In examining the dispute over customary land in Baruah Gunung, the author, employing a sociological approach, suggests several potential resolutions. Firstly, the Dt. M party should demonstrate generosity by acknowledging the existence of a gift (*hibah lalah*) contract concerning the first case object, which has been verified sociologically and historically. Secondly, the H family could consider forfeiting the pawn loan and returning the pawned land, the second case object, to the Dt. M community. This would allow the H family to retain occupancy of the first case object, while enabling the Dt. M community to promptly utilize the second case object for agricultural and plantation purposes, reaping its benefits. Such an agreement aims to foster a mutually beneficial outcome for all parties involved.

References

Book

- Ali, Zainuddin. *Sosiologi Hukum*. Jakarta: Sinar Grafika, 2016.
- Darmawati. *Filsafat Hukum Islam*. Makassar: FUF UIN Alauddin, 2019.
- Harahap, M. Yahya. *Hukum Acara Perdata Tentang Gugatan*. Jakarta: Sinar Grafika, 2005.
- Manan, Bagir. *Menyongsong Fajar Otonomi Daerah*. Yogyakarta: Pusat Studi Hukum UII, 2001.
- Usman, Rachmadi. *Hukum Kebendaan*. Jakarta: Sinar Grafika, 2008.
- Sidharta, Arief Bernard. *Refleksi Tentang Struktur Ilmu Hukum*. Bandung: Mandar Madju, 2004.

Journal

- Hasneni, Hasneni. "Tradisi Lokal Pagang Gadai Masyarakat Minangkabau Dalam Perspektif Hukum Islam." *ISLAM REALITAS: Journal of Islamic & Social Studies* 1, no. 1 (2015): 69–83.
- Hanani, S. (2018). Women's newspapers as minangkabau feminist movement against marginalization in Indonesia. *Global Journal Al-Thaqafah*, 8(2), 75–83.
- Hanani, S., & Nelmaya. (2022). Ecological ethics in the theological teaching of Arat Sabulungan in Mentawai Island Indonesia. *Kasetsart Journal of Social Sciences*, 43(1), 102–107.
- Sholahudin, Umar. "Pendekatan Sosiologi Hukum Dalam Memahami Konflik Agraria." *Dimensi* 10, no. 2 (2017): 49–59.
- Silfia, H. (2023). *Rancangan Penelitian Sosial Keagamaan (Cetakan Kedua)*. LP2M IAIN Bukittinggi Press.

Website

- Nursobah, Asep. "Actori In Cumbit Probatio," 2023. <https://kepaniteraan.mahkamahagung.go.id/glosarium-hukum/2192-actori-in-combit-probatio>.
- Sikumbang, Is. "Adat Budaya Minabgkabau," 2008. <https://palantaminang.wordpress.com/sejarah-alam-minangkabau/g-sistem-kepemilikan/>.
- Suryandi, Dadi. "Peran Kerapatan Adat Nagari (KAN) Dalam Menyelesaikan Sengketa Tanah Ulayat Kaum," 2017. <https://badilum.mahkamahagung.go.id/artikel-hukum/2453-peran-kerapatan-adat-nagari-kan-dalam-menyelesaikan-sengketa-tanah-ulayat-kaum.html>.
- Tanjung, A. "Hibah Lisan Tanah Kaum Koto Lansano Menurut Hukum Adat Minangkabau." *Jurnal Ilmu Dan Budaya* 41, no. 63 (2019): 7449–64. <http://journal.unas.ac.id/ilmu-budaya/article/view/686%0Ahttp://journal.unas.ac.id/ilmu-budaya/article/download/686/565>.

Legislation

- Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.
- Peraturan Daerah Provinsi Sumatera Barat Nomor 7 Tahun 2023 Tentang Tanah Ulayat.

Letter

- M, Kaum Dt. "Penyampaian Hasil Musyawarah Kemenakan Kaum ." Baruah Gunuang, 2023.
- M, Kaum Dt. "Balasan Surat Terhadap Keluarga H." Baruah Gunuang, 2024.
- N. Dt. M. "Surat Pernyataan Hibah Sebidang Tanah Antara Anak Dengan Bapak." Baruah Gunuang, 1984.

Interview

- Dt. S. "Wawancara Soal Sengketa Tanah Ulayat," Baruah Gunuang, 22 Desember 2023