

Consignment in land acquisition for the development of electricity infrastructure networks

Tuah Rizki Ariega¹, Ria Fitri², Muazzin²

¹ Master of Notary, Faculty of Law, Universitas Syiah Kuala, Banda Aceh, Indonesia

² Lecturers, Faculty of Law, Universitas Syiah Kuala, Banda Aceh, Indonesia

Abstract

The application of consignment in land acquisition for electricity infrastructure projects serves as a legal solution to resolve project stagnation caused by rights holders refusing compensation; however, in practice, it often overlooks substantive justice for citizens. This study aims to analyze the implementation of consignment for the construction of electricity towers in Aceh Besar Regency, evaluate its compliance with regulations, and identify the factors leading to impasses as well as the resulting socio-economic impacts.

Keywords: Consignment, Land Acquisition, Electricity Towers, Substantive Justice

Introduction

As the need for national development grows particularly regarding electricity infrastructure as part of efforts to achieve energy security^[1] conflicts between individual and public interests arise with increasing frequency.^[2] Strategic projects such as electricity transmission and distribution networks, substations, and power plants require extensive land areas and often traverse privately owned land.

Operationally, the regulations governing land acquisition for public interest development are specifically set forth in Law Number 2 of 2012 concerning Land Acquisition for Development in the Public Interest^[3] (hereinafter referred to as the Land Acquisition Law). This Law comprehensively regulates land acquisition procedures, comprising the following stages:

1. **Planning:** The agency requiring the land formulates a Land Acquisition Plan based on Spatial Plans and Development Plans, followed by Public Consultation to ensure a balance of interests.
2. **Preparation:** The Governor establishes a Preparation Team and designates the location, which is then communicated to the public.
3. **Implementation:** The Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency (ATR/BPN) carries out the process by forming an Implementation Team (involving BPN, local governments, and sub-district/village heads). Activities include inventory, surveying, valuation (appraisal), deliberation, determination of compensation, and payment.
4. **Handover of Results:** The Head of Implementation hands over the land acquisition results (data and certificates) to the agency requiring the land.

The essence of land acquisition lies in the relinquishment or surrender of rights by the landowner to the state or the agency requiring the land, in exchange for fair and equitable compensation.^[4] This embodies the principle of the social function of land rights, wherein an individual's control over land is not based solely on personal (individual) interests but

must also account for their social nature as a member of the community.^[5] Nevertheless, land acquisition for the public interest must not diminish the original owner's standard of living; Such compensation must enable the entitled party to continue living a decent life, comparable to the conditions that existed prior to the relinquishment of their land.^[6] Failure to do so would constitute a violation of human rights, as land ownership is a constitutional right that guarantees every individual the ability to assert their rights, including the right to seek legal redress in court.^[7]

As an exception to the fundamental principle that compensation must be paid prior to the commencement of construction, development work may proceed following the consignment of funds under specific conditions stipulated in Article 42 of the Land Acquisition Law, namely:

1. The whereabouts of the entitled party are unknown;
2. The land is subject to a dispute, serves as debt collateral (mortgage/security interest), or is under court seizure;
3. The entitled party rejects the form and/or amount of compensation.

Although the principle of fair and equitable compensation is affirmed as the core ethos of land acquisition, its practical implementation often encounters various obstacles.^[8] The consignment mechanism, regulated by Article 42 of the Land Acquisition Law, serves as a solution to these obstacles. This mechanism allows development to proceed after compensation funds have been deposited with the court in specific situations—such as when the entitled party refuses the offer, their whereabouts are unknown, or the land is in dispute.^[9]

The technical execution of consignment is further regulated by Supreme Court Regulation (PERMA) Number 3 of 2016 concerning Procedures for Filing Objections and Depositing Compensation for Land Acquisition.^[10] However, despite the established procedural certainty, the implementation of this PERMA has revealed a number of profound issues. First, while it requires an Official Record of Failed Deliberation, the PERMA does not mandate rigorous judicial scrutiny regarding the quality and good faith of said deliberation, thereby potentially validating deliberations that are merely perfunctory or formalistic. Second, judges lack the substantive authority to re-evaluate whether the

deposited compensation amount aligns with the principle of "fairness and equity"; consequently, the value unilaterally determined by the requesting agency's appraiser is often accepted without question. This situation reflects a shift in the court's function: instead of serving as a bulwark protecting citizens' property rights, it effectively becomes a mere rubber-stamp institution for development interests. Consequently, the constitutional mandate of "fair and just" compensation is often reduced to a nominal figure that fails to account for non-physical losses or the loss of livelihood suffered by affected communities.^[11] Third, the procedures for claiming and withdrawing consigned funds following a ruling are complex and lack adequate legal assistance, resulting in inequitable access. Fourth, the Supreme Court Regulation (PERMA) fails to provide a resolution mechanism for consequential damages arising after construction—losses not covered by the initial compensation. Thus, in practice, the consignment process risks becoming a mere administrative transfer of funds, failing to guarantee substantive justice for landowners.

Provisions regarding the acceleration of land acquisition were reinforced through Supreme Court Circular Letter (SEMA) Number 2 of 2021 concerning Timeframes for Resolving Applications for the Deposit of Compensation.^[12] SEMA No. 2 of 2021 was issued in response to the urgent need to address bottlenecks in national strategic projects caused by public opposition to compensation values or ownership disputes. Through this regulation, the Supreme Court seeks to standardize procedures across all District Courts so that the consignment mechanism can be executed more efficiently and in a timely manner.^[13] However, analyses regarding the justification for consignment often view this mechanism as an administrative "shortcut" that prioritizes the speed of physical construction over dialogic resolution with affected residents.^[14]

From a broader legal perspective, the push for using consignment via SEMA No. 2 of 2021 reflects a paradigm shift from an approach based on deliberation and consensus toward one focused on bureaucratic efficiency.^[15] Although legally valid for preventing the stalling of projects serving the public interest, the time constraints stipulated in the circular often limit a judge's ability to fully explore humanitarian aspects and substantive justice for landowners.^[16]

This aligns with concerns that when legal procedures focus solely on accelerating the relinquishment of rights, there is an increased risk of marginalizing citizens' constitutional rights regarding land; consequently, the essence of "the greatest prosperity of the people" as enshrined in Article 33 of the 1945 Constitution, risks being overlooked in favor of mere infrastructure development targets.^[17]

The case of Jantho District Court Determination Number 3/Pdt.Kons/2020/PN Jth serves as a concrete example of the application of consignment. In this case, PT PLN (Persero) had proceeded through the land acquisition stages for the construction of an electricity network on land owned by H in Bakoy Village, Ingin Jaya District. However, the deliberation process regarding compensation reached an impasse. Disagreements concerning the land's economic value—or perhaps the failure to account for non-economic values—led H to reject the offered compensation. To ensure the continuity of this strategic project, PT PLN subsequently filed a request with the Jantho District Court to deposit the compensation funds via consignment. The court's decision

granting this request demonstrates that the procedures were followed in accordance with legal formalities.

The second case concerns the Jantho District Court Ruling Number 5/Pdt.Kons/2020/PN Jth, initiated by Ferdi Jamaluddin against PT PLN (Persero) regarding compensation for land, crops, and structures situated within the Right of Way (ROW) of the Ulee Kareng 150 kV high-voltage transmission line (SUTT) project. In this instance, a transmission tower was erected next to Ferdi's house and high-voltage cables passed overhead; consequently, Ferdi felt that the compensation offered by PLN failed to reflect the losses and risks he incurred. The court concluded that all procedures regarding PLN's compensation offer—ranging from the deliberation process to the drafting of the official record—complied with statutory regulations.

Based on the foregoing, a clear gap is evident between legal theory and actual practice. On one hand, consignment is designed as a neutral, procedural legal instrument. On the other hand, in practice, it often serves merely as a symbol of failure regarding communication, negotiation, and the application of a humanistic approach to land acquisition. The increasingly frequent use of consignment may indicate a tendency to resort to legal shortcuts, rather than making a concerted effort to address the root causes of public opposition through non-litigation channels and more intensive deliberation.

Research Methods

This study employs an empirical-juridical legal research approach. Empirical-juridical research is utilized to examine how legal provisions regarding land acquisition and consignment are applied in practice,^[18] specifically within the context of electricity infrastructure development in Aceh Besar Regency. Characterized by a descriptive-analytical nature, this study seeks to describe and deeply analyze the implementation of consignment and its conformity with prevailing laws and regulations.

Primary data were obtained directly from the field through in-depth interviews with relevant stakeholders: landowners affected by the electricity infrastructure project and representatives from PLN (the state electricity company) as the project implementer. These interviews aimed to explore the experiences, perceptions, and assessments of both parties regarding the land acquisition process and the application of consignment.^[19]

Meanwhile, secondary data were gathered from various relevant written sources. Academic literature sources included textbooks on land law and notarial law (serving as theoretical references), legal dictionaries (to clarify specialized terminology), and relevant scientific journals (providing insights into the latest developments in the field). The researcher also collected supporting documents, such as reports from previous studies relevant to the topic, official archives and statistics from the BPN, and materials concerning consignment. Additionally, court rulings related to consignment cases were analyzed as case studies to understand the application of the law within judicial practice.

The subsequent data processing stage involved editing—a process of reviewing collected notes, files, and information to ensure the validity and reliability of the research findings. This was followed by descriptive analysis to provide a clear picture of the results obtained from the fieldwork, with the

aim that these findings would address the issues identified in the field.

Result and Discussion

1. Chronology and Pre-Consignment Stages by PT PLN (Persero)

The land acquisition process for public interest purposes is a structured series of activities strictly governed by the principles of legal certainty and transparency. In the implementation of electricity infrastructure development in Aceh Besar Regency, PT PLN (Persero) acts as the agency requiring the land and holds a normative obligation to execute all stages sequentially in collaboration with local government officials. PT PLN (Persero) outlined the chronological sequence:

The land acquisition stages begin with an inventory of data regarding owners and land areas, followed by the posting of announcements at village and sub-district offices for fifteen days. Subsequently, in conjunction with the Sub-district Leadership Coordination Forum, two consultation meetings are held to discuss land area and agree upon a price based on the valuation provided by a Public Appraisal Services Office (KJPP). We deposit the funds with the court via the consignment mechanism if residents refuse the offer; however, if residents agree, the funds are paid directly to the concerned parties (the eligible residents).^[20]

A crucial initial stage in the pre-consignment process is the land inventory and identification phase. During this phase, a team formed by PT PLN (Persero) conducts field visits to gather comprehensive data on legitimate land owners, land parcel identification numbers, and the precise physical dimensions of the land directly affected by tower sites or transmission lines.^[21] Once all data regarding ownership and land parcel dimensions has been comprehensively collected, PT PLN (Persero), together with local government officials, fulfills the obligation of public information transparency by posting official announcements.^[22]

Announcements regarding the nominal list for land acquisition are posted in locations easily accessible to the general public, specifically at village and local sub-district offices. These announcements remain displayed throughout the 15-calendar-day period designated for objections and review.^[23] PT PLN (Persero) has stated that once the 15-day period has elapsed, the public notice will be withdrawn, and the landowner will be legally deemed to have acknowledged and accepted the published data regarding the land area.^[24]

Following the completion of the inventory and public announcement stages, PT PLN (Persero) proceeded to the stages of socialization and formal consultation with the landowners. In accordance with the company's standard operating procedures, two official face-to-face consultation meetings were scheduled. The first meeting focused specifically on technical aspects—such as spatial requirements, tower site locations, and the total area of residents' land needed by PLN for the project's smooth execution. Subsequently, the second meeting was held specifically to discuss the compensation amount, based on the Tax Object Sale Value (NJOP) independently determined by a KJPP. Throughout this socialization and consultation process, PT PLN (Persero) did not act alone; rather, it was accompanied and closely monitored by the local District Leadership Coordination Forum (Forkopimcam) to ensure that security and public order remained stable on the ground. Under standard procedure, if

the community agreed to the form and amount of compensation offered during the consultation, PT PLN (Persero) would immediately process the cash payment. However, field realities showed that not all landowners agreed to the proposed compensation value. For those who explicitly disagreed with or rejected the offered compensation, PLN outlined the following procedure: "Twice during the socialization period, if a rejection occurred, PLN would provide a formal rejection statement letter to the landowner." Signing this rejection letter served as a crucial administrative prerequisite and marked the end of the independent negotiation phase. This aligns with PLN's statement that, when initiating a consignment process, they acted by "securing the signing of a compensation rejection letter by the landowner" in compliance with applicable regulations.^[25] This step served as the final legal bridge allowing PT PLN (Persero) to deposit the compensation funds with the local district court through the consignment application mechanism.^[26]

2. The Reality of Land Acquisition Consultation Mechanisms: The Perspective of Affected Residents

Although PT PLN (Persero) claims to have executed all stages of land acquisition in accordance with established standard operating procedures, empirical findings from the perspective of affected residents reveal a different reality. The legal perspective presented by the landowners—in this case, Mr. Ferdi and Mr. Nurdin—highlights a significant gap between the administrative formalities reported by the implementing agency and the fulfillment of the true essence of *musyawarah* (deliberation) on the ground.^[27] Residents felt that the opportunities for dialogic communication provided prior to the project's commencement were minimal and tended to be one-sided.

Based on Mr. Ferdi's account during the interview, the information flow and objection mechanism conveyed to him by the project team on-site were as follows: "Information from the implementing party was that, following the start of initial construction, any objections should be conveyed to the *keuchik* (village head) for a village meeting. There was no invitation to deliberate before construction began; deliberation only took place after a court decision had been issued."^[28]

This fact is consistently corroborated by the testimony of Mr. Nurdin, another affected resident, who provided a similar account regarding the absence of a deliberation process during the initial stages: "Information from the implementing party was that, following the start of initial construction, any objections should be conveyed to the *keuchik* for a village meeting. There was no invitation to deliberate before construction began; deliberation only took place after a court decision had been issued."^[29]

The experiences of these two affected residents demonstrate that a deliberation process actively involving them was only conducted after an official ruling and decision had been issued by the district court. This situation indicates an inversion of the legal logic governing land acquisition, wherein physical project construction proceeded ahead of any agreement on valuation, while the residents' right to negotiate was only addressed after their compensation funds had been unilaterally deposited with the court.^[30] Residents did not receive initial information regarding the planned electricity infrastructure project through a well-prepared, persuasive outreach process; instead, they learned of it from

field implementation staff who stated that construction was about to begin.^[31]

After the protests surfaced, a formal meeting was held involving local government officials. Regarding the meeting's proceedings, Mr. Ferdi explained: "The Regional Leadership Council (Muspida) at the sub-district office required landowners to attend."^[32]

Mr. Nurdin provided a similar written statement, stating that the meeting was centralized at the sub-district level and was binding on residents.^[33] At the meeting at the sub-district office, all landowners whose land was affected by the project were required to attend without being given sufficient space to submit accommodating comparative price offers.

This limited space for interpersonal dialogue and minimal community involvement aligns with the land agency's own admissions. An interview with Fauzan from the BPN in Aceh Besar Regency revealed that the role of the land agency in the field has been significantly reduced. Fauzan stated openly: "So far, they have only been involved in the land measurement and validation process. Apart from that, they have not been involved, either in deliberations or in other activities."^[34]

This reality on the ground was sharply criticized by Expert Informant, Prof. Ilyas, who assessed that the implementation of land acquisition deliberations in Aceh Besar Regency was substantially lacking. Prof. Ilyas outlined his assessment of the fundamental weaknesses in this process: "Deliberations are lacking, but the price is set immediately; if a refusal occurs, the funds are deposited with the court. There is a lack of deliberation, education, and information for landowners. The main problem is that some landowners are not directly invited to the deliberation process regarding compensation."^[35]

Furthermore, Prof. Ilyas explained that the current deliberation forums are trapped within administrative formalities and ignore the essence of the price agreement itself: "Deliberations are only conducted regarding the form of compensation (whether cash, or land swaps, etc.), not the amount of compensation (because it is limited by the NJOP from the KJPP)."^[36]

The approach that immediately jumps to unilateral price determination and immediately uses the option of depositing funds in court if residents refuse has diminished the noble value of deliberation and consensus mandated by laws and regulations.^[37]

3. Compensation Valuation by a Public Appraisal Firm (KJPP) and Negotiation Deadlock

The root cause of the negotiation deadlock that led to the submission of a consignment for the electricity tower construction project in Aceh Besar Regency lies in a clash over the method for determining the economic value of private land.^[38] There is a significant gap between the value calculated by the independent appraisal agency chosen by the applicant agency and the expectations of the real market value held by the community as land rights holders. This inability to reconcile economic interests is the primary trigger for the failure to reach a consensus.^[39]

PT PLN (Persero) explained that they used an external independent appraiser to calculate compensation for the land acquisition. Based on interviews, a PLN representative explained the origin of the appraisal institution and the technical parameters used: "The KJPP is from Medan. The

assessment is based on the location of the land, access, and condition. Based on the KJPP assessment, the output is the NJOP (Value Value Added Tax) (PLN cannot intervene)."^[40]

Based on the appraisal data issued by the independent team, PT PLN (Persero) determined varying compensation amounts for each plot of land owned by residents. When asked about the amount of compensation set for their land, Mr. Ferdi stated 72 million rupiah.^[41] Meanwhile, for Mr. Nurdin's plot of land, the compensation value set was slightly lower, at 68 million rupiah.^[42]

Both Mr. Ferdi and Mr. Nurdin firmly rejected this figure during the deliberations. When asked about his stance on the compensation amount, Mr. Ferdi stated that he rejected it, saying it did not reflect the amount of losses he had suffered. Mr. Nurdin expressed the exact same reason, rejecting the proposed amount.

Residents considered the compensation amount to be very low and did not reflect the real losses and long-term risks they would face as a result of the installation of high-voltage electricity towers on their land.^[43] PT PLN (Persero) itself acknowledges this clash in price perceptions as the primary reason for the failure of on-site negotiations: "The community expects market rates or even higher, whereas PLN's benchmark is based on the Tax Object Sale Value (NJOP) derived from KJPP data which falls below market value."^[44]

Responding to this deadlock, Prof. Ilyas, an expert informant, explained that the imbalance in bargaining power between the two parties is unavoidable as long as land valuation regulations remain rigid and favor one agency. When asked about the existence of an imbalance in bargaining power between PLN and the community, Prof. Ilyas asserted: "It exists, because it's based on the NJOP (Value Priced at Land Prices) set by the KJPP."^[45]

According to Prof. Ilyas's analysis, the failure of these negotiations was also exacerbated by procedural errors and a lack of transparency in the field, where the KJPP team, acting as price assessors, was not present among the community during the initial deliberations.^[46] This underlies the emergence of recommendations for improvement from affected residents, as emphasized by Nurdin in an interview regarding the importance of transparency within the assessment team: "Deliberation and socialization are prioritized to achieve results acceptable to all parties (the consignment SOP is carried out correctly with the community), and the KJPP is present during the deliberation."^[47]

Conclusion

Empirically, the implementation of consignment in land acquisition for the construction of electricity towers in Aceh Besar Regency has not been running ideally. The pre-consignment process in the field tends to be one-way, with the community excluded from the deliberations to determine compensation from the beginning of the construction phase. This land acquisition is inconsistent with the essence of persuasive land acquisition because the physical construction of the towers proceeded before a price agreement was reached. Furthermore, a serious institutional coordination dysfunction was identified, with the BPN of Aceh Besar Regency not being involved in the deliberation process to determine the value with the community.

The primary factors influencing the failure of independent deliberation and triggering consignment were the sharp price disparity between the regulatory normative value (the NJOP from the KJPP) and the actual market price in Aceh Besar, coupled with the project implementer's take-it-or-leave-it approach. The resulting socio-economic impacts were highly detrimental to the landowners. Financially, residents experienced a drastic decline in land valuation following the tower's construction, permanent loss of productive agricultural land, and the land's financial value as collateral for banking. Sociologically and psychologically, local communities endured long-term anxiety related to the risk of exposure to electromagnetic radiation from high-voltage cables (ROW), as well as social fragmentation (horizontal conflict) that undermined cohesion and customary legal order at the village level.

Suggestions and Recommendations

PT PLN (Persero) and the Aceh Besar Regency Government are expected to reform their Standard Operating Procedures (SOPs) for land acquisition by abandoning the rigid, sectoral approach. Project implementers must fully involve and integrate the BPN as an objective mediator starting from the price deliberation stage, rather than limiting its role merely to land surveying and validation. A persuasive, sociological-educational approach should be prioritized by having the core team from the KJPP physically present among the community to transparently explain price valuation indicators, while avoiding a "take-it-or-leave-it" pricing system that coerces residents.

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