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Legal Review of Land Lease Agreement by Village Head Exceeding His Term of Office

Tinjauan Yuridis terhadap Perjanjian Sewa Tanah oleh Kepala Desa yang Melampaui Masa Jabatannya

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Abstrak

Permasalahan terkait sewa-menyewa tanah desa antara kepala desa dan pihak swasta yang melebihi masa jabatan memunculkan isu hukum mengenai keabsahan perjanjian tersebut. Penelitian ini bertujuan untuk menganalisis keabsahan perjanjian sewa tanah ganjaran berdasarkan hukum yang berlaku. Metode yang digunakan adalah yuridis normatif dengan pendekatan perundang-undangan dan kasus. Temuan penelitian menunjukkan bahwa keabsahan perjanjian tersebut diatur dalam Permendagri Nomor 1 Tahun 2016 tentang Pengelolaan Aset Desa, yang membatasi masa sewa maksimal tiga tahun. Apabila masa sewa melebihi masa jabatan kepala desa, maka perjanjian tersebut batal demi hukum. Selain itu, penelitian ini menemukan bahwa pelanggaran terhadap ketentuan tersebut tidak hanya berpotensi menimbulkan kerugian bagi pihak yang terlibat, tetapi juga dapat mengganggu tata kelola aset desa yang semestinya dimanfaatkan untuk kepentingan masyarakat luas. Keberadaan regulasi yang tegas diperlukan untuk memastikan bahwa pengelolaan tanah ganjaran dilakukan sesuai asas transparansi, akuntabilitas, dan kepastian hukum. Implikasi hukum dari perjanjian yang melanggar aturan juga mencakup tanggung jawab kepala desa terhadap kerugian yang ditimbulkan, baik secara materiil maupun imateriil. Penelitian ini diharapkan memberikan kontribusi bagi perumusan kebijakan yang lebih efektif dalam mengelola aset desa agar memberikan manfaat optimal bagi kesejahteraan masyarakat.

Kata kunci: Keabsahan Hukum; Perjanjian Sewa; Tanah Kas Desa; Pengelolaan Aset; Kepastian Hukum.

Abstract

Problems related to the lease of land between the village head and private parties that exceed the term of office raise legal issues regarding the validity of the agreement. This research aims to analyze the validity of the lease agreement based on applicable law. The

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method used is normative juridical with a statutory and case approach. The research findings show that the validity of the agreement is regulated in Permendagri Number 1 of 2016 concerning Village Asset Management, which limits the lease period to a maximum of three years. If the lease period exceeds the term of office of the village head, the agreement is null and void. In addition, this study found that violations of these provisions not only have the potential to cause losses to the parties involved, but can also disrupt the governance of village assets that should be utilized for the benefit of the wider community. The existence of strict regulations is necessary to ensure that the management of ganjaran land is carried out in accordance with the principles of transparency, accountability, and legal certainty. The legal implications of agreements that violate the rules also include the responsibility of the village head for the losses incurred, both materially and immaterially. This research is expected to contribute to the formulation of more effective policies in managing village assets in order to provide optimal benefits for the welfare of the community.

Keywords: Legal Validity; Lease Agreement; Village Cash Land; Asset Management; Legal Certainty.

Introduction

The village, as a legal community unit, has the authority to regulate and manage its own interests in accordance with Law No. 6/2014 on Villages (Village Law).² The management of village assets, including village treasury land or ganjaran land, is the responsibility of the village government, which must be carried out in accordance with the principles of transparency, accountability, and efficiency to improve the welfare of the village community.³ However, in practice, there is often an abuse of authority by the village head, for example through leasing land that exceeds the term of office of the village head. Such violations raise legal issues, particularly regarding the validity of the lease agreement, which is potentially null and void according to the Minister of Home Affairs Regulation No. 1/2016 on Village Asset Management.

Previous research, such as that conducted by Musthofa and Jibril, shows that land lease agreements made in a combination of written and oral often cause legal problems related to their validity.⁴ Meanwhile, the implementation of village treasury land lease agreements must comply with the provisions of the Village Law to avoid legal conflicts. Based on this study, this research tries to fill the gap by examining the validity of land lease agreements that exceed the term of office of the village head, as well as providing

² Agus Sahbani, "Disetujui Jadi UU, UU Desa Memuat 26 Poin Perubahan," *hukumonline.com*, 2024, <https://www.hukumonline.com/berita/a/disetujui-jadi-uu--uu-desa-memuat-26-poin-perubahan-lt660510bb751e0/>.

³ Republik Indonesia, "Undang-Undang Nomor 6 Tahun 2014 tentang Desa," 2014.

⁴ Hafidz Jundi Musthofa dan Muhammad Jibril, "Keabsahan Perjanjian yang Dibuat Secara Kombinasi Tertulis dan Lisan dalam Perjanjian Sewa Tanah di Kalikotes Klaten" (PhD Thesis, Yogyakarta, Universitas Gadjah Mada, 2023), 78, https://etd.repository.ugm.ac.id/home/detail_pencarian_downloadfiles/1263989.

legal solutions for related parties.⁵ The novelty of this research lies in its focus on the legal impact on village governance as a whole.

The urgency of this research lies in the importance of managing village assets in accordance with the principles of good governance to support the sustainability of village development. Misuse of village assets, such as leasing of *ganjaran* land beyond the term of office of the village head, can create legal uncertainty, social conflicts, and economic losses for the village. The implementation of a Village Asset Management System plays a significant role in realizing good governance at the village level.⁶ In addition, transparency and accountability in public sector accounting are important means to achieve good governance.⁷ Therefore, this research is expected to provide a deeper understanding of the management of village assets that are accountable and in accordance with applicable laws and regulations.

The legal issues that are the focus of this research are related to the validity of the lease agreement of the *ganjaran* land that exceeds the term of office of the village head based on applicable laws and regulations. This is important to study because there are provisions governing the maximum rental period in the Minister of Home Affairs Regulation No. 1/2016, while rental practices often violate these provisions, giving rise to legal issues. In addition, this research also focuses on the legal implications arising for the parties involved in the lease agreement. These implications include potential material and immaterial losses, including the impact on village governance, public trust in the village head, and the sustainability of village development as a whole. By examining these legal issues, the research aims to provide a comprehensive analysis of the importance of legal certainty in the management of village assets.

This research aims to provide an in-depth analysis of the validity of land lease agreements that extend beyond the term of office of the village head with reference to Law Number 6/2014 and its derivative regulations. In addition, this research also aims

⁵ Dita Yessy Restanti dan Binov Handitya, "Implementasi Perjanjian Sewa Tanah Kas Desa Menurut Undang-Undang Republik Indonesia Nomor 6 Tahun 2014 Tentang Desa (Studi Kasus Di Desa Wonoyoso Kabupaten Semarang)," *Rampai Jurnal Hukum (RJH)* 2, no. 2 (29 September 2023): 46, <https://doi.org/10.35473/rjh.v2i2.2588>.

⁶ Ediyanto Ediyanto dan Mona Indrianie, "Analisis Penerapan Sistem Pengelolaan Aset Desa (Sipades) Dalam Mewujudkan Good Governance Di Desa Tanjungsari Kabupaten Sumedang," *Journal Of Administrative And Social Science* 4, no. 1 (6 Januari 2023): 168, <https://doi.org/10.55606/jass.v4i1.136>.

⁷ Gede Adi Yuniarta dan I Gusti Ayu Purnamawati, "Key elements of local government transparency in new public governance," *Problems and Perspectives in Management* 18, no. 4 (18 November 2020): 99, [https://doi.org/10.21511/ppm.18\(4\).2020.09](https://doi.org/10.21511/ppm.18(4).2020.09).

to identify the legal impact on village governance and provide concrete recommendations for regulatory improvement.

It is important to emphasize that the management of village assets, including *ganjaran* land, has a strategic role in supporting the achievement of village community welfare and the sustainability of village development. Non-compliance with applicable regulations not only creates legal issues, but also negatively impacts the legitimacy of village governance, community trust, and potential village revenue. Thus, this research not only offers an analysis of the validity of the land lease agreement, but also provides insights that can be the basis for strengthening regulations and better village asset management practices, in accordance with the principles of good governance and community needs. This is expected to make a real contribution to the establishment of more transparent, accountable, and sustainable village governance.

Method

This research uses the normative juridical method, which focuses on analyzing legal materials through literature studies. According to Marzuki, the normative juridical method aims to produce new arguments, theories or concepts based on relevant legal materials.⁸ The approaches used in this research include statute approach and case approach. The statutory approach is carried out by examining various regulations, such as Law Number 6 of 2014 concerning Villages, Law Number 23 of 2014 concerning Regional Government, and Minister of Home Affairs Regulation Number 1 of 2016 concerning Village Asset Management. This approach is relevant because it allows for a systematic analysis of the legal principles governing village asset management.⁹

The legal materials used in this research include primary, secondary, and tertiary legal materials. Primary legal materials consist of laws and regulations, such as the 1945 Constitution, Law No. 5 of 1960 on the Basic Regulation of Agrarian Principles (UUPA), and Kediri District Regulation No. 24 of 2004 on the Financial Position of the Village Head and Village Apparatus. Secondary legal materials are legal literature, such as relevant textbooks and scientific journals, including previous research on the implementation of legislation in the management of village assets. In addition, tertiary

⁸ Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi* (Jakarta: Prenada Media, 2017), 5.

⁹ Jaz Says, "Pendekatan Perundang-Undangan (Statute Approach) Dalam Penelitian Hukum," 28 Desember 2017, <https://www.sapl原因law.top/pendekatan-perundang-undangan-statute-approach-dalam-penelitian-hukum/>.

legal materials, such as legal dictionaries and encyclopedias, were used to provide additional clarification of primary and secondary legal materials.

The technique of collecting legal materials was carried out through literature studies by tracing literature from trusted sources, both printed and digital. Analysis of legal materials was carried out descriptively qualitatively by interpreting laws and regulations and legal doctrines related to the research problem. According to Marzuki, systematic interpretation is used to understand the relationship between legal rules as an interrelated system.¹⁰ With this approach, the research is expected to provide a comprehensive understanding of the validity of the land lease agreement and its implications for the governance of village assets in accordance with the principles of good governance.

Result and Discussion

Validity of Land Lease Agreement Based on Laws and Regulations

The validity of the lease agreement that exceeds the term of office of the village head needs to be analyzed by referring to the applicable legal provisions. Law No. 6/2014 on Villages authorizes village governments to manage village assets, including village treasury land or *ganjaran* land, which must be carried out in accordance with the principles of transparency and accountability for the welfare of the village community. However, the practice of leasing *ganjaran* land beyond the term of office of the village head often raises questions regarding the legal validity of the agreement. According to Minister of Home Affairs Regulation No. 1/2016, the maximum lease term for village assets is three years and may not exceed this limit without formal approval from the competent authority.

Land lease agreements that exceed the term of office of the village head can be declared null and void because they violate the principle of authority regulated in state administrative law. This is in line with the legal view that public officials may not bind themselves to agreements that exceed their term of office without approval from the authorities. In this context, the village head who leases the land beyond his term of office has acted outside his authority (*ultra vires*), which causes the agreement to have no legal validity.¹¹

¹⁰ P. M Marzuki, *Penelitian Hukum Normatif* (Jakarta: Kencana Prenada Media Group, 2010), 11.

¹¹ Muh Iman, "Kajian Hukum Terhadap Perjanjian Sewa Menyewa Tanah Bengkulu Yang Melebihi Batas Waktu Masa Jabatan Kepala Desa" (Universitas Muhammadiyah Jember, 28 Juli 2023), 23, <http://repository.unmuhjember.ac.id/18328/>.

In addition, this finding is relevant to the concept of the ultra vires doctrine, which is used to limit the authority of public officials. Article 26 paragraph (4) letter i of Law No. 6/2014 stipulates that the village head is responsible for managing village assets during his/her term of office. If the lease agreement is made past the term of office of the village head, there are substantial risks for the lessee, including legal uncertainty and economic loss. Highlighting the importance of compliance with these regulations to maintain efficient governance of village assets and avoid legal conflicts in the future.

Furthermore, this study also demonstrates the importance of local government supervision over the management of village assets, including ganjaran land. The absence of strict supervision can lead to abuse of authority by the village head. As a solution, a good governance approach needs to be applied, where the principles of accountability and transparency should be the basis of any village asset lease agreement.¹² Thus, this analysis is expected to not only provide legal clarity regarding the validity of lease agreements, but also serve as a reference for strengthening regulations and better village asset management practices.

Legal Analysis of the Lease of Ganjaran Land that Exceeds the Term of Office of the Village Head

The leasing of the ganjaran land beyond the term of office of the village head raises questions regarding the validity of the agreement within the Indonesian legal framework. According to Law No. 6/2014 on Villages, the village head is authorized to manage village assets during his/her term of office. However, when the lease agreement concerns a period that extends beyond the village head's term of office, this may lead to legal uncertainty regarding the authority to sign the agreement. Highlighting the importance of legal protection for creditors holding collateral liens against collateral objects that are designated as abandoned land, demonstrating the complexities in land asset management.¹³

From a juridical perspective, a lease agreement that exceeds the term of office of the village head can be considered to exceed the authority granted by law, so it is potentially null and void. This is in line with the principle that public officials cannot

¹² Yulia Putri, "Analisis Penerapan Good Corporate Governance pada Badan Usaha Milik Desa (BUMDes) Desa Ridan Permai Kabupaten Kampar" (skripsi, Riau, Universitas Islam Negeri Sultan Syarif Kasim Riau, 2022), 52, <https://repository.uin-suska.ac.id/61620/>.

¹³ Satria Sukananda, "Perlindungan Hukum Bagi Kreditur Pemegang Jaminan Hak Tanggungan Terhadap Benda Jaminan Yang Ditetapkan Menjadi Tanah Terlantar," *Jurnal Pertanahan* 10, no. 2 (18 Mei 2021): 152, <https://doi.org/10.53686/jp.v10i2.15>.

bind themselves to agreements whose effects last beyond their term of office without a clear legal basis. Regarding land issues in the future, it is necessary to emphasize legal certainty in the management of land assets to avoid disputes in the future.¹⁴

In addition, such agreements can have legal implications for the parties involved. For tenants, there is a risk of losing their rights to the leased land if the agreement is declared invalid by the court. Meanwhile, for the village government, this could result in financial losses and lower public trust in the management of village assets. Highlights the implications of the village head's misuse of village fund allocations on village governance, which can be analogized to the misuse of authority in leasing village assets.¹⁵

To avoid these problems, more stringent regulations on the time limit of village asset lease agreements and effective monitoring mechanisms are needed. This is important to ensure that the management of village assets is carried out in accordance with the principles of good governance and does not harm the interests of the village community. need to emphasize the importance of reorienting the paradigm of state law development in a multicultural society to achieve justice and legal certainty.¹⁶

Legal Implications for the Parties in the Land Rent Agreement of Ganjaran

Land lease agreements that extend beyond the term of office of the village head have significant legal implications for the parties involved, including the village head, tenants, and the village government. Such agreements are considered null and void as they violate the time limit set for the village head's term of office.¹⁷ As a result, the village heads who entered into such agreements may be considered to be abusing their authority, potentially undermining community trust in the village government.

For tenants, the legal implications of a null and void agreement include uncertainty in the use and utilization of the leased land. Tenants may face the risk of losing their rights to the leased land, as well as potential financial losses due to investments made under the agreement. In addition, tenants may be involved in legal disputes with the village government or other parties with an interest in the land.

¹⁴ Suparjo Sujadi, *Pergulatan Pemikiran Dan Aneka Gagasan Seputar Hukum Tanah Nasional: Suatu Pendekatan Multidisipliner* (Depok: Badan Penerbit FHUI, 2011), 84.

¹⁵ Hasyim Adnan, "Implikasi Penyalahgunaan Alokasi Dana Desa Oleh Kepala Desa Terhadap Pemerintahan Desa," *Al-Adl : Jurnal Hukum* 11, no. 2 (23 Januari 2020): 162, <https://doi.org/10.31602/al-adl.v11i2.2122>.

¹⁶ I. Nyoman Nurjaya, "Pembangunan Hukum Negara Dalam Masyarakat Multikultural: Perspektif Hukum Progresif," *Jurnal Hukum Progresif* 3, no. 2 (19 Juli 2011): 171, <https://doi.org/10.14710/ijfst.%v.%i.169-174>.

¹⁷ Alifatu Farikha dan Salman Alfarizi, "Tinjauan Yuridis Tentang Sewa Menyewa Tanah Beserta Bangunan Milik Kas Desa 'Sawah Bengkok' (Studi Kasus Desa Gentan Kecamatan Susukan Kabupaten Semarang)" (s1, Surakarta, Universitas Muhammadiyah Surakarta, 2018), 96, <https://eprints.ums.ac.id/67248/>.

The village government, as the manager of village assets, is also affected by agreements that violate legal provisions. Disputes arising from such agreements can hamper village development programs and disrupt social stability in the community. In addition, the village government may have to face legal proceedings that require resources and time, which could be allocated to other more productive interests.

To avoid such negative legal implications, it is important for all parties involved in a ganjaran land lease agreement to ensure that the agreement complies with the applicable laws and regulations. The village head should be careful in exercising his authority and ensure that any agreements made do not extend beyond his term of office. The tenant, on the other hand, should conduct due diligence by checking the legal status of the land and ensuring that the lease agreement does not violate existing provisions. Thus, all parties can minimize legal risks and ensure transparent, accountable village asset management in accordance with the principles of good governance.

Supervision of Village Asset Management

The management of village assets, particularly ganjaran land, often faces challenges in terms of oversight. Lack of transparency and accountability in the administration of village assets can lead to abuse of power and potential corruption. Evaluations of village asset performance show that without an effective public asset management framework, village asset management is vulnerable to inefficiency and abuse.

One proposed solution is the application of good governance principles in village asset management. These include transparency, accountability, community participation, and consistent law enforcement. The implementation of e-governance is also considered effective in improving the efficiency and responsiveness of village governments to community needs and emphasizes the importance of an integrated information system to facilitate monitoring and evaluation of village assets.¹⁸

In addition, strengthening the capacity of village officials through training and education on asset management and good governance principles is necessary. The active involvement of the community in decision-making processes related to village asset

¹⁸ Intan Puspitarini dan Farchan Maulana, "Analisis Kinerja Aset Desa Dari Perspektif Kerangka Manajemen Aset Publik (Studi Kasus Desa Labruk Lor, Kecamatan Lumajang, Kabupaten Lumajang)," *Bina Ekonomi* 25, no. 1 (26 Oktober 2021): 66, <https://doi.org/10.26593/be.v25i1.5174.57-75>.

management is also key to ensuring effective oversight. Community participation can be realized through regular and open village deliberation forums.

By overcoming these challenges through the application of appropriate solutions, it is expected that village asset management can run more effectively and efficiently, thus providing maximum benefits for the welfare of the village community. The application of the principles of good governance and the use of information technology are strategic steps in realizing better village asset governance.

Implementation of Good Governance Principles in Village Asset Management

The application of good governance principles in the management of village assets, such as *ganjaran* land, is essential to ensure transparency, accountability, and efficiency. Transparency can be realized through the dissemination of clear and accurate information on village asset management to the community. One effective way to realize transparency is by utilizing information technology, such as a village information system (SID) that can be accessed by the public online. The village government can also install infographics or announcement boards that contain details of asset management, including the use of *ganjaran* land, income from asset leases, and budget allocations from leases. This step not only increases public trust in the village government, but also encourages active participation of citizens in monitoring and providing input regarding the management of village assets.¹⁹

Accountability in the management of village assets means that the village government must take full responsibility for the management of these assets and be willing to accept supervision from the community and related supervisory institutions. Accountability can be improved by providing accountability reports that are compiled regularly and submitted in official forums such as village meetings. In addition, the village government can open complaints channels, both online and offline, to receive complaints or input from the community regarding the management of village assets. This also includes providing access for independent auditors to periodically examine the management of village assets. With this mechanism in place, the village government can demonstrate its seriousness in carrying out its mandate as a public asset manager.²⁰

¹⁹ Niken Oktadiana Savitri, Endang Larasati Setianingsih, dan Dyah Lituhayu, "Good Governance Dalam Pengelolaan Dana Desa Di Desa Menjangan Kecamatan Bojong Kabupaten Pekalongan," *Journal of Public Policy and Management Review* 13, no. 1 (22 Desember 2023): 9, <https://doi.org/10.14710/jppmr.v13i1.42317>.

²⁰ Megawati, "Implementasi Prinsip-Prinsip Good Governance dalam Pengelolaan Keuangan Desa Matampapole Kecamatan Mallawa Kabupaten Maros" (Makassar, Universitas Muhammadiyah Makassar, 2023), 14, https://digilibadmin.unismuh.ac.id/upload/39075-Full_Text.pdf.

Efficiency in village asset management ensures that all available resources are optimally utilized for the benefit of the community. In the context of ganjaran land, the village government needs to ensure that the land is utilized for productive activities, such as agriculture, MSME development, or the construction of public facilities. The village government can also collaborate with the private sector or other institutions to optimize the use of village assets through a mutually beneficial partnership model. The use of technology-based monitoring systems, such as real-time reporting applications, can also assist village governments in overseeing the use of village assets so that they are not misused.²¹

However, the implementation of good governance principles in village asset management faces a number of challenges. One of the main challenges is the low capacity of human resources (HR) at the village level, especially in terms of understanding asset management regulations and technology implementation. Many village officials still rely on conventional methods in managing village assets, making the management process less efficient and vulnerable to abuse. To overcome this challenge, a structured training and education program is needed for village officials to improve their competence in asset management according to the principles of good governance.

In addition, the lack of infrastructure support, such as limited internet access in rural areas, is an obstacle to the application of technology to support transparency and accountability. Therefore, the central and local governments need to pay special attention to the development of digital infrastructure in rural areas. This could include building village internet networks or subsidizing technology for village governments to support more modern and transparent asset management.

With these steps, the application of good governance principles in village asset management can not only improve efficiency and accountability, but also strengthen public trust in the village government. This is important to create sustainable village asset governance that is oriented towards the welfare of the community.

Juridical Review of Land Lease Agreements by Village Heads who Pass the Term of Office

²¹ Citra Priadi Pasaribu, "Penerapan Prinsip-Prinsip Good Governance Dalam Pengelolaan Dana Desa Di Desa Kasang Lopak Alai Kecamatan Kumpeh Ulu Kabupaten Muaro Jambi" (other, Jambi, Universitas Jambi, 2022), 43, <https://repository.unja.ac.id/>.

Village land lease agreements entered into by the village head and exceeding his term of office raise serious juridical issues related to the validity and legal impact on the parties involved. Village land is one of the village assets whose use is strictly regulated by legislation. In this case, the village head has the authority to manage village assets during his/her term of office, as stipulated in Law No. 6/2014 on Villages. However, when the village head enters into an agreement that extends past his/her term of office, the action exceeds the authority regulated by law. This action violates the principle of *ultra vires*, whereby a public official cannot act beyond the limits of the authority that has been granted. Such an agreement, according to administrative law principles, can be considered null and void. This underscores the importance of understanding the limits of authority of public officials in carrying out their duties.²²

The case of Papasan Village, Bangsri Sub-district, Jepara Regency, provides a clear illustration of the juridical impact of such an agreement. In this case, the Jepara District Court declared that a lease agreement for *bengkok* land made by the village head beyond his term of office was null and void. This decision was based on the principle that village heads only have authority during their term of office, so agreements that extend beyond this period have no legal basis. This dispute demonstrates the substantial risks faced by the parties to such agreements, including legal uncertainty and potential financial losses for tenants. The case also sets an important precedent in emphasizing the need for stricter oversight of the management of village assets, especially *tanah bengkok*, which is often a source of legal conflict.²³

To avoid such legal issues, village heads and village officials should ensure that all agreements made regarding village assets, including *tanah bengkok*, remain within the limits of their authority. One of the preventive measures that can be taken is to establish better monitoring mechanisms, both by the local government and by the village community. In addition, existing regulations, such as the Minister of Home Affairs Regulation No. 1/2016 on Village Asset Management, need to be strengthened by adding more detailed provisions regarding the maximum duration of lease agreements and

²² Mohammad Syaiful Rizal, "Tinjauan Yuridis Tentang Perjanjian Sewa Menyewa Tanah Bengkok Yang Melebihi Batas Waktu Masa Jabatan Kepala Desa" (doctoral, Jember, Universitas Muhammadiyah Jember, 2020), 37, <http://repository.unmuhjember.ac.id/7850/>.

²³ M. Al Hafiz, Suradi Suradi, dan Yuli Prasetyo Adhi, "Tinjauan Yuridis Perjanjian Sewa-Menyewa Tanah Bengkok Desa Papasan Yang Dinyatakan Batal Demi Hukum (Studi Kasus Putusan Pengadilan Negeri Jepara Nomor: 36/Pdt. G/2020/Pn. Jpa)," *Diponegoro Law Journal* 11, no. 2 (5 April 2022): 11, <https://doi.org/10.14710/dlj.2022.33571>.

extension procedures involving the next village head. These regulations should explicitly prohibit agreements that extend beyond the term of office without formal approval from an authorized party, such as the district government.

In this case, strengthening the capacity of village officials in understanding and implementing asset management regulations is also a very important aspect. Local governments need to conduct regular training for village heads and their officials to ensure that they understand their obligations and limitations in managing village assets. In addition, providing practical guidelines that are easily accessible to village officials can help prevent legal violations in the management of village assets.

It is also important to involve the community in the process of managing village assets as a measure to improve transparency and accountability. For example, the community can be involved in the village deliberation forum to evaluate and approve agreements involving village assets. With community participation, it is expected that supervision of the use of village assets will be more effective, while minimizing the potential for abuse of authority by the village head.

In addition to preventive measures, local governments and communities also need to have an effective dispute resolution mechanism to address conflicts that may arise as a result of village asset management. This dispute resolution can be done through mediation involving relevant parties, such as the district government or local customary institutions, before bringing the case to court. This step is important to minimize conflict escalation and ensure a fair settlement for all parties.

In a broader context, the juridical review of land lease agreements by village heads that extend beyond their term of office reflects the need for reforms in the governance of village assets. These reforms should include stricter law enforcement, capacity building of village officials, and community involvement in oversight. With these measures, village asset management can be conducted in a more transparent, accountable, and efficient manner, thereby providing optimal benefits to village communities while preventing future legal conflicts.

From the discussion described above, it can be concluded that the management of village assets requires serious attention from various parties to ensure that the principles of good governance are optimally applied. Land lease agreements that extend beyond the term of office of the village head have significant juridical implications, both in terms of legal validity and the impact on the parties involved. The juridical analysis shows that

this kind of agreement has the potential to be considered null and void, violates the principle of ultra vires, and risks causing legal conflicts that are detrimental to the village government and the community.

The application of the principles of transparency, accountability, and efficiency in the management of village assets is a strategic solution to overcome the existing challenges. Transparency can be realized through the provision of clear information to the community, accountability through community involvement in supervision, and efficiency through the optimization of village asset resources for community welfare. However, the successful implementation of these good governance principles also requires strengthening regulations, strict supervision, and increasing the capacity of village officials

Through a comprehensive juridical review and analysis, this study recommends regulatory reform of village asset management that includes affirming the limits of the village head's authority in land lease agreements, increasing community participation in village asset management, and strengthening dispute resolution mechanisms. With these measures, village asset management is expected to be conducted in a more accountable, transparent, and sustainable manner, so as to provide optimal benefits for village communities and prevent future legal problems.

This research also opens space for further in-depth studies, especially in integrating technology-based approaches to support modern and responsive village asset management. This is important to ensure that villages can become self-sufficient, empowered, and able to meet the needs of the community in a sustainable manner.

Conclusion

The management of village assets, particularly village land, poses significant challenges due to a lack of compliance with applicable regulations, such as land lease agreements that extend beyond the term of office of the village head. Such actions violate administrative law principles and risk legal uncertainty and disputes that are detrimental to the community and village government. The statutory approach and case analysis show that the application of good governance principles, including transparency, accountability, and efficiency, is essential to ensure that village asset management complies with regulations and supports community welfare. In addition, community participation in the oversight of village asset management also plays an important role to improve accountability and prevent abuse of authority. Digital

infrastructure support, such as village information systems, can help improve transparency and efficiency in village asset management. Therefore, it is necessary to strengthen regulations, strict supervision, community involvement, and increase the capacity of village officials in managing assets professionally, so as to create sustainable village governance and be able to avoid legal conflicts in the future.

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