
Jurnal Dinamika Hukum

Vol. 21 Issue 1, January 2021

E-ISSN 2407-6562 P-ISSN 1410-0797

National Accredited Journal, Decree No. 21/E/KPT/2018

DOI: 10.20884/1.jdh.2021.21.1.2869

This work is licensed under a Creative Commons Attribution 4.0 International License (cc-by)

Conflict Resolution Discourse of Green Letter in Surabaya

Nur Azizah Hidayat✉ and Iman Zukhrufi Nur Azzam

Faculty of Law, Muhammadiyah University of Surabaya

Abstract

The Green Letter is one of the phenomena of Land Law in the Surabaya City, because it creates a conflict of interest relating to rights, obligations and authorities, between the Green Letter holder and the Surabaya City Government. The conflict-of-interest results in injustice and legal uncertainty, for the parties of the conflict. This research aims to provide a conflict-of-interest resolution discourse on the existence of the Green Letter in the Surabaya City. This research is doctrinal legal research with historical, statute, and conceptual approaches, as well as non-doctrinal legal research, with a socio-legal approach. In this study, it was found that the positive and negative impacts of Green Letter on the parties to the conflict, could be resolved by deliberation to reach consensus.

Keywords: conflict resolution; Green Letter; Surabaya.

Abstrak

Surat Ijo merupakan salah satu fenomena UU Pertanahan di Kota Surabaya, karena menimbulkan benturan kepentingan yang berkaitan dengan hak, kewajiban, dan kewenangan, antara pemegang Surat Ijo dengan Pemerintah Kota Surabaya. Benturan kepentingan menghasilkan keadilan dan hukum yang tidak pasti, bagi pihak-pihak yang berkonflik. Penelitian ini bertujuan untuk memberikan wacana resolusi konflik kepentingan tentang keberadaan Surat Ijo di Kota Surabaya. Penelitian ini merupakan penelitian hukum doktrinal dengan pendekatan historis, statuta, dan konseptual, serta penelitian hukum non-doktrinal dengan pendekatan sosiolegal. Dalam studi ini ditemukan bahwa dampak positif dan negatif keberadaan Surat Ijo terhadap pihak-pihak yang berkonflik, dapat diselesaikan dengan musyawarah untuk mufakat.

Kata kunci: resolusi konflik; Surat Ijo; Surabaya.

Copyright©2020 Jurnal Dinamika Hukum. All rights reserved.

Introduction

Based on the Regional Regulation of Surabaya Number 3 of 2016 regarding Permit for Land Use (hereinafter referred as Perda IPT), the Government of Surabaya City (hereinafter referred as Pemkot Surabaya) issued a Land Use Permit (hereinafter referred to as IPT) for land assets of Pemkot Surabaya, to the legal subject of the IPT applicant. IPT is issued in the form of IPT letters with green covers or better known by the people of Surabaya as Green Letters. Basically, the Green Letter is a permit to utilize the land assets of Pemkot Surabaya (Article 3 Paragraph (1) Regional Regulation of Surabaya Number 3 of 2016 regarding Permit for Land Use) in accordance with the requirements of the IPT applicant's legal subject as long as it is not in use. The consequence of granting IPT by Pemkot Surabaya to the legal subject of the Green Letter applicant, is obliged to pay retribution and tax of land and building for the same IPT object. The other consequences

✉Corresponding Author: nur.azizah.hidayat@fh.um-surabaya.ac.id

are that Pemkot Surabaya is able to revoke the IPT when the IPT object is required by Pemkot Surabaya (Article 12 Paragraph (2) Regional Regulation of Surabaya Number 3 of 2016 regarding Permit for Land Use) and the Green Letter holder have to return the Green Letter object to Pemkot Surabaya. Whereas holder of the Green Letter have for years, from generation to generation, occupied and used the Green Letter Object.

Although Pemkot Surabaya would provide compensation to the Green Letter holder, the amount is often regarded inappropriate by the Green Letter holders. In the end, these consequences results in a conflict between the Green Letter holders and Pemkot Surabaya. The Green Letter holders demanded Pemkot Surabaya to relinquish their rights of the Green Letter Object. Responding to that, Pemkot Surabaya issued a Regional Regulation for the Surabaya City Number 16 of 2014 regarding the Release of Land Assets from the Surabaya City Government (hereinafter referred to as Perda 16/2014), as a solution of the conflict between the Green Letter holders and Pemkot Surabaya. However, Perda 16/2014 has created a new conflict. Perda 16/2014 stipulated that one of the conditions for the release of land assets of Pemkot Surabaya is to require the applicant to release land to pay compensation the amount of which is determined based on the appraisal. On one hand, the obligation to pay compensation for the land release is considered burdensome for the applicant. On the other hand, Pemkot Surabaya is bound by laws and regulation regarding the state treasury, management state of property, management of regional property, and levies on the use of regional assets.

The conflict between Green Letter holders and Pemkot Surabaya over the Green Letter object has been investigated by several researchers, including Sukaryanto (2016). Sukaryanto's research examines the historical context of control and ownership of Green Letter land, as well as the Green Letter conflicts, from a cultural perspective. Sukaryanto concluded that the status of the Green Letter is an incarnation of the land lease system during the Dutch East Indies colonial era, it has had an impact on the life of citizens who hold Green Letters, both from economic, social, cultural and political aspects. Therefore, Sukaryanto recommended changing the Green Letter land management system, that involves all policy makers regarding the Green Letters. Different of Sukaryanto, Urip Santoso's (2010) research on the Green Letters focuses on the form of land use of Pemkot Surabaya assets by third parties. According to Urip Santoso, the form of land use of Pemkot Surabaya assets, in the form of the Green Letters has no legal guarantee, because it is not able to be registered at the Land Office. The existence of a Green Letter is not regulated in Act Number 5 of 1960 regarding Agrarian Principles (hereinafter referred to as UUPA), and is contrary to article 44 of the UUPA concerning land right that could be leased to third parties.

Urip Santoso (2010) recommended that Pemkot Surabaya revoke several regulations related to Green Letter, and replace the Green Letters, with the Agreement to handover land use between Pemkot Surabaya and a third parties. Urip Santosos's recommendation is based on building use rights, which arise as a result of the Agreement to Handover Land Use between Pemkot Surabaya and a third parties. Building use rights are regulated in the

UUPA, and able to be registered at the land office, so that building use rights holders have more legal guarantee than Green Letter holders. Research on the Green Letters was also conducted by Pranjaningtyas et al. (2016), Sriwati (2019), and Iman Z.N.A. Pranjaningtyas et al., research looked at the mechanism of releasing the Green Letter land, using empirical juridical research methods. Sriwati's research focuses on IPT based on the aspect of Indonesian land law norms, as well as its implementation, using the statute and conceptual approach. As for the research conducted by Iman, its focuses on the Pemkot Surabaya authority in using the Green Letters, as well as the legal uncertainty and the sense of injustice felt by the Green Letter holders due to the management of the Green Letter in the Surabaya City. The approaches used by Iman are historical, statute, and conceptual approaches.

The novelty in this research lies in the concept of conflict resolution discourse on the existence of the Green Letters in the Surabaya City and the use of doctrinal and non-doctrinal legal methods in finding conflict resolution discourse on the existence of the Green Letters in the Surabaya City.

Research Problems

In this paper, the author will discuss two problems, namely: *first*, the Green Letter land conflict that occurred in the Surabaya City; and *second*, the conflict resolution discourse on the existence of the Green Letters in Surabaya City.

Discussion

The Origin and Governance of Green Letter Land in Surabaya

Since the validity of Government Regulation Number 8 of 1953 regarding the Mastery of State Lands (hereinafter referred to as PP 8/1953), the lands of western rights are converted into state land. Conversion of western rights land into state-ruled land is regulated in Article 9 paragraph (1) and (2) PP 8/1953 as follows:

1. The Ministry, Department and District of Swatantra, before being able to use the state land, which the ruler would be handed over to the institutions, according to the designation could be used in a short period of time.
2. The licensing in paragraph 1 of this article is temporary and each time must be revoked.

The western right land conversion, hereinafter stipulated in Act Number 1 of 1958 on the Removal of the Private Land (hereinafter called Act 1/1958). In Article 3 of the Act. 1/1958, with reasons for the public and the law, the rights of the owner and the rights of its exchange for all the private lands removed by the state. The land was entirely and simultaneously became the land of the country.

Two years after the decree of Act 1/1958, agrarian reformation occurred in Indonesia, with the enactment of UUPA. Boedi Harsono stated that UUPA is the fundamental of land law change in Indonesia. The fundamental change in Indonesian land law is related to a legal device and the underlying concept of the legal content of land. With the enactment

of the UUPA, then the Dutch Colonial agrarian law became invalid, and the National Agrarian law, particularly the land law is developed. Based on Article 4 paragraph (1) of the UUPA, variety of land rights that could be given to and owned by the subject of civil law, are sourced on the right to control the state of the land. The various rights to land regulated in Article 16 of the UUPA are proprietary, business rights, building rights, rights, lease rights to buildings, right to open the land, and the right to collect forest outcomes. Furthermore, in Article 53 the UUPA is stated that temporary land rights are rights of mortgage, business rights, rights of boarding, and the right to rent agricultural land.

The transitional provisions in the fourth part of the UUPA stipulate that the rights and authorities over land and water that still exist in *swapraja* (autonomous region) or former *swapraja* are removed and transferred to the state since the enactment of the UUPA. Thus, the state conquered the rights and authority of the Earth and the water ruled by the *swapraja* and the former *swapraja*. As for the meaning of the rights of the State on Earth and water as stipulated in Article 33 paragraph (3) of the Constitution of the Republic of Indonesia 1945 (hereinafter referred to as UUDNRI 1945) and Article 2 UUPA is as follows:

1. State as the supreme power organization of all people, rule over Earth, water, and space including the natural riches contained therein.
2. The right to control of the country is the right to:
 - a. Regulate and administer in accordance with the provisions, use, inventory, and maintenance of the earth, water, and space, as a legal object of UUPA;
 - b. Govern and determine the legal relationship between legal subjects and the legal object of UUPA;
 - c. Regulate and determine the legal relationship of legal subjects with legal acts concerning the legal object of UUPA;
3. Authority derived from the mastering rights of the country, intended to achieve the as big as possible of the prosperity of the people in Indonesia's independent, sovereign, fair and prosperous law, as stated in the fourth Alenia of the opening of UUDNRI 1945.
4. In the implementation, the right to control of the country, can be strengthened to the local areas and customary legal community as long as it does not contradict national interests and based on the provisions of government regulations.

One form of mastering the right to state land is granting rights to legal subjects that use or levy the land yield directly controlled by the State, as stipulated in Article 41 of the UUPA. The right to land granted by the country for a certain period of time or as long as the it is used for a particular purpose, for free, with payment or provision of services whatsoever.

In Surabaya, initially the relationship between Pemkot Surabaya with the Green Letter holders is a contractual relationship, which is rental relationship. The object of renting is the land of Green Letter, which is the land of state assets managed by Pemkot Surabaya. Land of state assets managed by Pemkot Surabaya comes from (Santoso, 2010):

1. The land of *Gemeente Surabaia*, the land derived from the relics of *Gemeente Surabaia* during the colonial rule of the Dutch East Indies.
2. Land procurement of land (land acquisition) is land derived from land acquisition activities undertaken by and for the sake of *Pemkot Surabaya*.
3. Land result of *Ruislag* (swap or wake up), is land obtained from the results of the swap between *Pemkot Surabaya* with private companies.
4. Land of former villages is land obtained from the change of administrative status of the village government into a village in the territory of *Pemkot Surabaya*.
5. Land from the handover of public facilities and social facilities, is the land gained from the submission of public facilities and social facilities by the development company of housing (housing developers).

In the document of Building and Land Management Office (hereinafter called DPBT) of Surabaya, the asset land of *Pemkot Surabaya* is grouped by land status as follows:

Table 1. Data of Land Rights Status and Area of Green Letter Object in 2008

Land Status	Area (m ²)
Besluit (purchase during the Dutch era)	379,993.29
Eigendom (Freehold)	4,171,741.00
Tahah procurement committee for the State	622,669.50
Right to Use	1,123,494.50
Land Management rights	7,687,775.00
Miscellaneous State Land	978,044.00
Total	14,963,717.29

Source: DPBT Surabaya (2008)

The area of assets managed by *Pemkot Surabaya* is 14,963,717.29 m², which is scattered in 31 districts of *Pemkot Surabaya*. From the total land area of *Pemkot Surabaya* Asset, 55.31% or 8,275,970.28 m², the status of the Green Letter is utilized for the settlement of the residents of the letter. The land of the Green Letter is spread in 26 sub-districts of the 31 districts of *Pemkot Surabaya*. As of December 31, 2015, it is approximately 46,811 Persil, with a wide spread as follows (Abdullah and Fanida, 2017):

Table 2. Data of the Distribution and Area of the Green Letter Object

Sub-district	Area (m ²)
Tandes	42,866.66
Asem Rowo	56,638.57
Lakarsantri	44,094.40
Sukomanunggal	167,703.60
Sambikerep	13,328.20
Tile	147,357.88
Simokerto	344,054.15
Lathe	424,919.54
Tegalsari	484,847.87
Wonokromo	1,309,066.88
Sawahan	353,472.77
Hamlet Pakis	521,641.16
Dipper	25,890.52
Wonocolo	49,264.69
Wiyung	21,494.69
Shrug it up	203,668.85
Tenggilis mejoyo	100,948.39

Tambak Sari	410,628.00
Mount Anyar	9,527.06
Sukolilo	82,899.80
Mulyorejo	39,514.96
Shack	2,120,655.64
Cantian Customs	166,976.86
Kremlangan	964,447.80
Kenjeran	35.2
Semampir	213.137.72

Source: Abdullah & Fanida (2017)

The country land assets rental relationship between Pemkot Surabaya and the Green Letter holders began since the enactment of the Decree of the House of Representatives Gotong Royong of the Surabaya City Number 03E/DPRGR-KEP/1971 which dated May 6, 1971 about the land lease (hereinafter called SK DPR-GR 03E/DPRGR-KEP/1971). The development of land regulation in Surabaya about the use of Pemkot Surabaya land is regulated in Regional Regulations of the Municipality of the Level II of Surabaya Number 3 of 1987 (hereinafter abbreviated as Perda 3/1987) regarding land use or places ruled by the municipal government of level II Surabaya is governed as follows:

Table 3. Regional Regulation of the Surabaya City Administration Perda 3/1987

Regulations	Change
Regional Regulations for Level II Municipalities in Surabaya No. 3/1987 concerning Use of Land or Places Controlled by the Municipal Government of Surabaya.	Regional Regulations for Level II Municipalities in Surabaya Number 12 Year 1994 regarding Use of Land or Places Controlled by the Government of Surabaya Municipalities.
Regional Regulations for Level II Municipalities in Surabaya Number 12 Year 1994 regarding Use of Land or Places Controlled by the Government of Surabaya Municipalities.	Regional Regulations for Level II Municipalities in Surabaya Number 1 of 1997 concerning Land Use Permits
Regional Regulations for Level II Municipalities in Surabaya Number 1 of 1997 concerning Land Use Permits	Surabaya City Regional Regulation Number 3 of 2016 concerning Land Use Permits

Source: Surabaya City Regulation Number 3 (1987)

Based on Table 3, the legal basis for IPT Asset in Surabaya is Perda IPT. System of land management of the Green Letter based Perda IPT is marked with one burden, the payment of retribution. Article 7 Perda of IPT regulates that the IPT holders have several obligations, namely:

1. Pay retribution in accordance with the prevailing provisions.
2. Use the land in accordance with the provisions and/or use as such in the IPT.
3. Obtaining written approval from the Head of the Building Management Office of Surabaya, if the building above the land that has been issued IPT will be made collateral on a loan or transferred to another party.

In addition to the retribution and tax of land and building payment burden for Green Letter holders which the amount is determined in the Regulation of the Surabaya City Number 2 of 2013 on amendments to the Surabaya City Regulation Number 13 of 2010 about Retribution for the Use of Regional Assets as follows (Sukaryanto, 2016):

Table 4. The Amount of Land Levies for Green Letter

No.	Road Classification	Land Use			Information
		Settlement (%)	Public facilities		
			Ordinary commercial (%)	Specialty Commercial (Malls and Hotels) (%)	
1	I (>15 m)	0.200	0.50	3.33	
2	II (>12-15 m)	0.175	0.45	3.00	
3	III (>8-12 m)	0.150	0.35	2.33	
4	IV (> 5-8 m)	0.125	0.25	2.00	
5	V (<5 m)	0.100	0.20	1.33	

Source: Surabaya City Regulation Number 13 (2010)

Based on Table 4, the levy and value of selling tax object (hereinafter called NJOP) of the Green Letter object depends on the location of the road class and land area. The higher the road class and the wider the land of Green Letter objects, then the higher retribution and NJOP have to be paid by the Green Letter holders. Significant difference in financial liabilities every year between Green Letter holders with the legal subject of land ownership certificate holder, becomes causative factor of the Green Letter holders dissatisfaction and lead to a conflict between the Green Letter holders with Pemkot Surabaya (Sukaryanto, 2016). Another factor that causes the conflict between the Green Letter holders with Pemkot Surabaya is the legal uncertainty of the Green Letter object for the Green Letter holders. The legal uncertainty is due to the form of the Pemkot Surabaya's assets by green certificate holders is only in the form of IPT. The Green Letter holders is not entitled to the land, as stipulated in Article 41 UUPA, so that the Green Letter cannot be registered in National Land Agency. The Green Letter holders is only entitled to the right to use the land owned, mastered, and managed by Pemkot Surabaya.

Thus, in general, the political law of the land management regulation of Pemkot Surabaya asset is not in accordance with the political law of UUPA. In the land management regulation of Pemkot Surabaya, which is made from time to time, there are always some improvement of Green Letter land object concept. Originally, the Land of Green Letter is a lease land, then become a property belonging, regional wealth, and then become the asset property of Pemkot Surabaya. The arrangement of the asset land of Pemkot Surabaya raises legal uncertainty and injustice to the legal subject of the Green Letter holders. While the political law of UUPA, is to achieve the greatest possible of the people in the sense of nationality, welfare, and independence, both in the society and Indonesia, a state of law which is independent, sovereign, fair and prosperous as stipulated in article 2 paragraph (3) UUPA.

Against the conflict about the Green Letter land, Pemkot Surabaya has a good faith to provide solutions to the problem of land release claim of Green Letter object by setting the Perda 16/2014. However, the obligation to compensate the Pemkot Surabaya is still

burdensome for the applicant to release land of Green Letter. The authority of Pemkot Surabaya carry out land release that has been issued IPT based on the application of IPT holder, on the approval of the Regional People's Representative Council of Surabaya City is based on article 2 paragraph (1) Perda 16/2014. The requirements of the land release application are as follows:

1. Article 6 paragraph (1) and (2) govern the agreement between Pemkot Surabaya and the land release applicant on the application of land release that has been approved by the Regional People's Representative Council of Surabaya City. The agreement includes the payment of compensation and land release agreements.
2. Article 10 paragraph (2) and (3), shall govern the calculation of the estimated value added to be released, carried out the internal assessment formed by the decision of the mayor, or can be done by an independent institution that is certified in the field of asset assessment. The results of land assessment were established by the mayor.
3. Article 11, determines that the applicant whose application is granted is obligated to pay compensation within the last 24 (twenty four) months from the sign of the compensation agreement and can be extended for 1 (one) year taking into consideration the applicant's capabilities.

The enactment of the Surabaya City Perda 16/2014 has a positive and negative impact on the Green Letter holders and Pemkot Surabaya. The positive impact for the Green Letter holders is (Pranjaningtyas et.al. (2016):

1. The desire of the Green Letter holders to the ownership of the land of the Green Letter object is the property or the right to use the building, can be realized so that no longer charged IPT retribution fee.
2. The Green Letter holders can obtain legal certainty on the right to the land of the Green Letter object.

The negative impact for the Green Letter is:

1. The majority of Green Letter holders are unable to afford the compensation fee for the release of the land of Green Letter Object, which is determined by appraisals.
2. The inability to pay the compensation fee for the release of the Green Letter object, causing the Green Letter holders will still claim the right to the land of the Green Letter object that has been occupied for decades and from relics in hereditary.

The positive impact for Pemkot Surabaya is (Pranjaningtyas et.al. (2016):

1. The existence of legal certainty, either in the rules or procedures, for the Green Letter holders, which demands a waiver of the land Green Letter object.
2. Orderly administration and maintenance of land management of Green Letter.
3. The existence of regional income from the cost of compensation of the Green Letter Object.

While the negative impact for Pemkot Surabaya is:

1. There is a possibility that the Green Letter holders retain the land it has mastered for approximately 30 years without paying retribution and the retribution and tax of land and building.

2. If the right to land the Green Letter object has been released to the Green Letter holders, then Pemkot Surabaya will be issued a large fee for the release of the land, if Pemkot Surabaya need it for development in the day.
3. If there is a waiver on the right of the land of the Green Letter object, Pemkot Surabaya will lose the original revenue of the area from the retribution of the Green Letter.

The negative impact of the release of the land of the Epistle of Green Letter object, whether the negative impact on the Green Letter holder, or the Pemkot Surabaya, raises a new conflict to be resolved in a fair manner.

Based on the above exposure, the author concluded that there are two fundamental conflicts that must be resolved by the stakeholders and policy on the land of the Green Letter object, namely the first, conflict of laws regulations that govern the management of the Green Letter object, namely the conflict between Perda IPT with UUPA. In this case, the political law of Perda IPT contrary to the political law of UUPA. Secondly, conflicts of interest between Green Letter holders with Pemkot Surabaya, in the event of a waiver on the ground of Green Letter.

Conflict Resolution Discourse of Green Letter in the Surabaya City

According to the author, the first conflict can be solved by conducting material tests. Basic material test against Perda IPT is the principle of *lex superior derogat legi inferiori*, as well as Article 250 Act Number 23 Year 2014 regarding local government. Material test of Perda IPT can be done through two test mechanisms, namely executive review and judicial review. On the one hand, Pemkot Surabaya conducts executive review of Perda IPT in order to publish the authority of Pemkot Surabaya in issuing the Green Letter become valid based on Pancasila, the Constitution of the Republic of Indonesia 1945, and the UUPA. On the other hand, the Green Letter holders also must apply for judicial review to the Supreme Court against Perda IPT to obtain justice and legal certainty on the land of Green Letter object that has been mastered.

Indonesian legislation, must fulfill the principle of good legislation formation, and reflect the principle of good legal content. In article 5 of Act Number 12 of 2011 concerning the establishment of statutory regulations (hereinafter called Act 12/2011) determines that the principle of good legislation formation is:

- 1) Clarity of purpose;
- 2) institutional or proper forming office;
- 3) Suitability between type, hierarchy, and payload material;
- 4) enforceable;
- 5) usability and resultant use;
- 6) clarity of the formulation; and
- 7) openness;

Hereinafter in Article 6 paragraph (1) shall be determined that the principle of good material content of the contents of legislation includes:

- 1) Protection;

- 2) Humanity;
- 3) Nationality;
- 4) family;
- 5) Delusion;
- 6) Single Bhineka Ika;
- 7) Justice;
- 8) Similarity of position in law and Government;
- 9) Order and legal certainty; and/or
- 10) Balance, harmony, and adjustment.

After the executive review and judicial review, Pemkot Surabaya must issue regulations on the management of the asset land of Pemkot Surabaya that fulfill the principle of the establishment and principle of material payload legislation. Thus, it can be achieved greatest possible of the people in the sense of nationality, welfare, and independence in the society and the state of Indonesian law independent, sovereign, fair and prosperous as stipulated in article 33 paragraph (3) UUDNRI 1945 and article 2 paragraph (3) UUPA.

But before Pemkot Surabaya issued a regulation of land management asset of Pemkot Surabaya that fulfill the principle of the establishment and principle of material payload legislation, then Pemkot Surabaya should provide solutions to the problems of the second conflict. The applicant's release of Green Letter is not all able to pay the compensation determined by the mayor of Surabaya as stipulated in article 11 Perda 16/2014 Considering the price of land in the Surabaya City increasingly higher. In the preview, the price of sale of land is not in accordance with the value of selling tax object (NJOP) determined by the Regional Tax Service Board.

Objection to the waiver of the decree of Green Letter, according to the author can be addressed by the granting of compensation and the time of compensation payment. Based on article 11 paragraph (2) Perda 16/2014, the mayor can provide the time of land release compensation payment period of the longest 1 (one) year, with attention to the ability of the applicant. According to the author, the period of time as stipulated in article 11 paragraph (2) can be discussed by Pemkot Surabaya with the applicant release Green Letter, so that the agreement achieved a fair for both sides.

Conclusion

1. The enactment of the Perda IPT and Perda 16/2014 raises two conflicts about the Green Letter:
 - a. Conflict of laws governing the management of the land of Green Letter, namely the conflict between Perda IPT with the UUPA.
 - b. Conflict of interest between the Green Letter holders and Pemkot Surabaya, in the event of the waiver on the ground of the Green Letter object.
2. Conflict Resolution Discourse of Green Letter in the Surabaya City:

- a. Resolution to the conflicts of laws governing the management of the land of Green Letter, namely the Perda IPT with UUPA, is carried out a material test that is executive review and judicial review.
- b. Resolution to the conflict of interest between the Green Letter holders with Pemkot Surabaya, in terms of relinquishing the land rights of the Green Letter object, is the provision of dispensation regarding the amount and time of payment of compensation for the release of Green Letter by the Pemkot Surabaya, based on deliberations conducted by the Pemkot Surabaya with the applicant for releasing the Green Letter object so that a fair agreement is reached for both parties.
- c. On objection of the land release compensation payment of the Green Letter, the author recommends that the exemption of the Green Letter object could apply for a dispensation of compensation and the time of compensation payment to the mayor. To the request, the mayor can make the applicant's ability to consider giving a dispensation under article 11 paragraph (2) Perda 16/2014.

Suggestion

1. The holder of the Green Letter must also apply for judicial review to the Supreme Court against Perda IPT to obtain justice and legal certainty on the land of the Green Letter object already mastered.
2. Pemkot Surabaya Conduct executive review of Perda IPT in order to regulations on the management of the Pemkot Surabaya land Asset in accordance with Pancasila, CONSTITUTION NRI 1945, and UUPA.
3. All policy maer and who have interest on the Green Letter object make a policy based on the results of the consensus agreement between Pemkot Surabaya and the applicant to release the Green Letter object, about the magnitude and grace of the payment of the release of the right to the Green Letter object.

References

- Abdullah, N. M. dan Fanida, E. H. (2017). *Inovasi Pelayanan Pembayaran Retribusi Izin Pemakaian Tanah (IPT) dengan Sistem Polling pada Dinas Pengelolaan Bangunan dan Tanah (DPBT) Pemerintah Kota Surabaya*. Surabaya: Univ. Negeri Surabaya.
- Peraturan Daerah Kota Surabaya Nomor 3 Tahun 2016 tentang Izin Pemakaian Tanah.
- Pranjaningtyas, C., Silviana, A., & Triyono. (2016). Penerapan Hukum Atas Peraturan Daerah No.16 Tahun 2014 tentang Pelepasan Tanah Aset Pemerintah Kota Surabaya Terhadap Hak Pengelolaan "Surat Hijau" (Studi Kasus di Pemerintah Kota Surabaya). *Diponegoro Law Journal*. 5(2). 1-11.
- Santoso, U. (2010) Pengelolaan Tanah Asset Pemerintah Kota Surabaya. *Yuridika*. 25(1). 1-12. <http://dx.doi.org/10.20473/ydk.v25i1.214>
- Sriwati. (2019). Surat Ijo Dipandang Dari Dasar Hukum dan Pelaksanaannya. *Jurnal Education and Development*. 7(4). 382-289.
- Sukaryanto. (2016). Konflik Tanah Surat Ijo Di Surabaya (Sebuah Perspektif Teoritik-Resolutif). *Bhumi*. 2(2). 165-178. DOI: <https://doi.org/10.31292/jb.v2i2.68>