

Legal Protection of Special Mining Business Permits as Continuation of Contracts of Work and Coal Mining Concession Work Agreements in the MINERBA Law

(Analysis of Law no. 3 of 2020 Concerning Amendments to Law No. 4 of 2009 Concerning Mineral and Coal Mining)

¹Ardi Wageanto ²Irene Angela Siagian³Muhamad Qadar Ramadhana⁴Agus Salim
Email : ardi.wageanto@gmail.com, ireneangelasiagian@gmail.com, mqramadhana@gmail.com,
dosen01491@unpam.ac.id

ABSTRAK

Pasca diundangkannya Undang-Undang Nomor 3 Tahun 2020 tentang Perubahan atas Undang-Undang Nomor 4 Tahun 2009 tentang Pertambangan Mineral dan Batubara (UU Minerba), undang-undang ini kerap kali disebut sebagai “undang-undang kontroversi” akibat dari munculnya berbagai tanggapan, mulai pro hingga kontra yang diberikan oleh berbagai elemen masyarakat. Salah satunya ialah terkait penambahan Pasal 169A yang berkaitan dengan memberikan keleluasaan bagi pemegang kontrak karya (KK) dan perjanjian karya perusahaan pertambangan batubara (PKP2B) yang akan habis masa berlakunya, berupa perubahan menjadi izin usaha pertambangan khusus (IUPK) tanpa lelang, jaminan perpanjangan dan luas wilayah yang tidak perlu ditiadakan. Penelitian ini bertujuan untuk mengetahui bagaimana kepastian hukum IUPK sebagai kelanjutan kontrak karya dan perjanjian karya perusahaan pertambangan batubara dan bagaimana perlindungan hukum bagi pemegang KK dan PKP2B yang permohonan perpanjangannya ditolak oleh Menteri ESDM. Hasil penelitian menyatakan bahwa: 1. Belum adanya kepastian hukum dari IUPK sebagai kelanjutan kontrak karya (KK) dan perjanjian karya perusahaan pertambangan batubara (PKP2B). 2. Perlindungan hukum bagi pemegang KK dan PKP2B yang permohonan perpanjangannya ditolak oleh Menteri terkait. Peraturan Pemerintah (PP) dan Peraturan Menteri (PERMEN) yang merupakan aturan turunan yang lebih rinci dari pelaksanaan Undang-Undang Nomor. 3 Tahun 2020 tentang Pertambangan Mineral dan Batubara (UU Minerba).

Kata Kunci: Perlindungan Hukum, Izin Usaha Pertambangan, Kontrak Karya, Batubara

ABSTRACT

After the enactment of Law Number 3 of 2020 concerning Amendments to Law Number 4 of 2009 concerning Mineral and Coal Mining (UU Minerba), this law is often referred to as the "law of controversy" as a result of the emergence of various responses, ranging from pros and cons given by various elements of society. One of them is related to the addition of Article 169A relating to providing flexibility for holders of contracts of work (KK) and coal mining concessions (PKP2B) which will expire, in the form of changes to special mining business permits (IUPK) without auction, guarantees for extensions, and the area that does not need to be collapsed. This study aims to find out how the legal certainty of the IUPK as a continuation of the Coal Mining Concession Contract of Work and Work Agreement and how the legal protection for KK and PKP2B holders whose application for extension was rejected by the Minister of Energy and Mineral Resources.. The results of the study state that: 1. There is no legal certainty from the IUPK as a continuation of the contract of work (KK) and coal mining concession work agreement (PKP2B). 2. Legal protection for KK and PKP2B holders whose application for extension is rejected by the relevant Minister. Government Regulations (PP) and Ministerial Regulations (PERMEN) which are derivative rules that are more detailed from the implementation of Law No. 3 of 2020 concerning Mineral and Coal Mining (Minerba Law).

Keywords: Legal Protection, Mining Business Permit, Contract of Work, Coal

¹Student of Law Magister of Pamulang University, South Tangerang City, Indonesia

²Student of Law Magister of Pamulang University, South Tangerang City, Indonesia

³Student of Law Magister of Pamulang University, South Tangerang City, Indonesia

⁴Lecture of Law Magister of Pamulang University, South Tangerang City, Indonesia

A. Background Research

Natural resources (SDA) are everything that comes from nature that can be used to meet the needs of human life. It includes not only biotic components, such as animals, plants, and microorganisms, but also abiotic components, such as petroleum, natural gas, various types of metals, water, and soil.¹ Minerals and coal contained in the mining jurisdiction of Indonesia are non-renewable natural resources as gifts from God Almighty who have an important role in fulfilling the lives of many people. Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia explains that "earth and water and the natural resources contained therein are controlled by the state and used for the greatest prosperity of the people." The formulation of the constitution shows that the state has sovereignty over its natural resources, including mineral and coal wealth.²

The government's role in setting regulations and policies is needed to maintain rights and increase state profits given the great interest of mining business actors, both foreign and domestic, to take advantage of Indonesia's natural wealth in the mining sector. From the point of view of entrepreneurs and investors, both expect friendly and friendly regulations in the sense that they can maintain a conducive investment climate. Because investment in mining is a large-scale investment and the timeframe for profiting from this sector is years, entrepreneurs and investors need certainty in every regulation of the mineral and coal mining sector itself. In this case, the government as regulator plays a key role. Ideally, the regulations made can provide business certainty for entrepreneurs and investors.

After the enactment of Law Number 3 of 2020 concerning Amendments to Law Number 4 of 2009 concerning Mineral and Coal Mining (UU Minerba), this law is often referred to as the "law of controversy" as a result of the emergence of various responses, ranging from pros and cons given by various elements of society. One of them is related to the addition of Article 169A relating to providing flexibility for holders of contracts of work (KK) and coal mining concessions (PKP2B) which will expire, in the form of changes to special mining business permits (IUPK) without auction, guarantees for extensions, and the area that does not need to be collapsed. In legal science, civil law is all the legal rules that regulate legal relations between people who one another in social life.³ Civil law has a very close relationship with a contract or agreement. Based on *pada asas kebebasan berkontrak* which is regulated in Article 1338 of the

¹ https://id.wikipedia.org/wiki/Sumber_daya_alam, diakses 11 Desember 2021.

² Victor Imanuel, "Hak Menguasai Negara Atas Mineral dan Batubara Pasca Berlakunya Undang-Undang Minerba," *Jurnal Konstitusi*, Vol. 9 No. 3, 2012, hal. 1-3.

³ Abdulkadir Muhammad, *Hukum Perdata Indonesia*, PT Citra Aditya Bhakti, Bandung, 2017, hal. 2.

Civil Code, the parties to the contract are free to enter into an agreement, regardless of content, and regardless of its form. However, the principle of freedom of contract still must not violate the terms of the validity of the agreement as regulated in Article 1320 of the Civil Code. In addition to the principle of freedom of contract, the principle of legal certainty or *pacta sunt servanda* is also a fundamental principle in a contract or agreement. Article 1388 paragraph (1) of the Civil Code states that agreements made legally are valid as law for their makers. Where a third party or judge may not intervene in the substance of the contract made by the parties. This provision also applies to contracts or agreements made in the mining sector between entrepreneurs or investors and the government.

One of the objectives of the Minerba Law is to provide legal certainty for all parties, especially mineral and coal mining business actors. However, in reality, the author considers that the phrase "provided a guarantee" in the addition of Article 169A of the Minerba Law for KK and PKP2B holders to obtain an extension to IUPK as a continuation of contract/agreement operations by considering efforts to increase state revenue creates a blurring of norms that causes no legal certainty for KK and PKP2B holders to obtain an extension through the IUPK itself. The Directorate General of Mineral and Coal (Ditjen Minerba) of the Ministry of Energy and Mineral Resources (ESDM) explained that the phrase "provided a guarantee" in Article 169A does not directly cause KK and PKP2B holders to get extensions through IUPK, because in addition to considering efforts to increase state revenues, the central government in this case is the Ministry of Energy and Mineral Resources is also considering optimizing the potential for mineral and coal reserves and the company's track record of performance. As regulated in Article 169B of the Minerba Law, the relevant Minister has the authority to refuse an extension through an IUPK based on the aforementioned considerations. So, KK and PKP2B holders are not automatically granted an extension through an IUPK, but there is still a possibility that the application for extension is rejected.

As was the case with PT Arutmin Indonesia, the mining company's PKP2B will end on November 1, 2020, but so far the government has not provided certainty for the extension of operations because a Government Regulation (PP) is still being drafted on the Implementation of Mineral and Coal Mining Business Activities. Special Staff to the Minister of Energy and Mineral Resources for Mineral and Coal Governance, Irwandy Arif, said that in line with the preparation of the PP as an implementing rule of the Minerba Law, the Directorate General of Mineral and Coal at the Ministry of Energy and Mineral Resources is still in the process of

verifying the size of the area. Arutmin mine.⁴

This is what underlies the author to carry out a research with the title Legal Certainty of Granting Special Mining Business Permits/IUPK (Study: IUPK as Continuation of Contracts of Work and Coal Mining Concession Work Agreements in the Minerba Law) which will discuss how the legal certainty of granting IUPK as a continuation of Coal and PKP2B in the Minerba Law and how is the legal protection for KK and PKP2B holders if the application for extension through the IUPK is rejected by the Minister of Energy and Mineral Resources.

B. Focus of Problems

Based on the above background, the formulation of the problem in this journal is as follows:

1. How is the Legal Certainty of the IUPK as a Continuation of the Contract of Work and Coal Mining Concession Work Agreement?
2. How the Legal Protection is for KK and PKP2B Holders whose Extension Applications are Rejected by the Minister of Energy and Mineral Resources?

C. Research Methodology

The type of research in this research is normative juridical research. Normative juridical research is a legal research, both pure and applied, which is carried out by a legal researcher to examine a norm such as in the fields of justice, legal certainty, order, expediency, legal efficiency, legal authority, as well as legal norms and doctrines. which underlies the application of these elements into the legal field of a procedural and substantive nature.⁵ In this study, the problem approach used is the statutory approach. Statue Approach is an approach taken by reviewing all laws and regulations related to the research to be studied. This statutory approach will open up opportunities for researchers to study whether there is consistency and conformity between one law and another..⁶ Sources of data used in normative legal research are secondary data consisting of 3 (three) sources of legal materials, namely: a.) primary legal materials; b.) secondary legal materials; and c.) tertiary legal materials. The way of collecting data in this research is library research. Library Research is a way of collecting data by collecting relevant information based on the topic or problem that is the object of research. Informasi tersebut dapat diperoleh dari buku-buku, karya ilmiah, tesis, disertasi, encyclopedias, internet, and other

⁴ Wida Asmarini, "Jelang Perpanjangan IUPK, Lahan Tambang Arutmin Diciutkan," CNBC Indonesia, 15 Oktober 2020.

⁵ Munir Fuady, *Metode Riset Hukum Pendekatan Teori dan Konsep*, PT Raja Grafindo Persada, Depok, 2018, hal. 130.

⁶ Peter Mahmud Marzuki, *Penelitian Hukum*, Kencana, Jakarta, 2010, hal. 93.

sources. Normative juridical research with secondary data types uses a qualitative approach, because normative legal research never gives exactly the same results (repetitive), and the legal norms sought by legal research have a "definite" character, not a "probability" character."⁷ Meanwhile, to analyze legal materials, it is done by means of content analysis which is intended to describe the characteristics of the contents and draw inferences from the contents. As well as using descriptive writing techniques, to explain in detail and systematically the problem solving.

D. Finding & Discussion

1. Legal Certainty of IUPK as Continuation of Contract of Work and Coal Mining Concession Work Agreement

Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia states that the state of Indonesia is a state of law. Aristotle argues that the notion of a rule of law arises from a policy that has a small state territory, such as a city and has a small population, unlike today's countries which have a large area and a large population (vlakke staat). In the policy, all state affairs are carried out by deliberation (ecclesia).⁸, where all its citizens participate in the affairs of state administration and the state of law is a state that stands above the law which guarantees justice for its citizens.⁹ Gustav Radburch put forward a theory of three legal values, namely justice, expediency, and legal certainty. Of the three legal values proposed by Gustav Radburch, legal certainty is one of the important substances in the enforcement of the law itself. Normative legal certainty is when a regulation is made and promulgated with certainty because it regulates clearly and logically. It is clear in the sense that it does not cause doubt (multi-interpretation) and logical in the sense that it becomes a norm system with other norms so that it does not clash or cause norm conflicts. Legal certainty can be interpreted as a clear norm so that it can be used as a guide for people who are subject to this regulation.¹⁰

The presence of Law No. 4 of 2009 (UU 4/2009) concerning Mineral and Coal Mining which replaced Law No. 11 of 1967 (UU 11/1967) concerning the Basic Provisions of Mining replacing the contract regime into a permit regime, namely in the form of a permit

⁷ Munir Fuandy, *Op. Cit.*, hal. 131.

⁸ Zahermann Armandz Muabezi, "Negara Berdasarkan Hukum (Rechtsstaats) Bukan Kekuasaan (Machtsstaat) Rule Of Law And Not Power State," *Jurnal Hukum dan Peradilan*, Vol. 6 No. 3, 2017, hal. 423.

⁹ Moh. Kusnardi, *Hukum Tata Negara Indonesia*, Sinar Bakti, Jakarta, 1987, hal. 153.

¹⁰ Tata Wijayanta, "Asas Kepastian Hukum, Keadilan dan Kemanfaatan Dalam Kaitannya Dengan Putusan Kepailitan Pengadilan Niaga," *Jurnal Dinamika Hukum*, Vol. 14 No. 2, 2014, hal. 219.

mining business (IUP) currently happening.¹¹ Licensing is one form of implementing the regulatory and controlling functions that are owned by the government on activities carried out by the community.¹² Article 1 point 7 of Law 4/2009 explains that an IUP is a permit to conduct a mining business. Law 4/2009 adopts several forms of licensing, namely:

a. Mining Business Permit (IUP) in Article 1 point 7 is a business permit to carry out mining carried out by the Minister, Governor, Regent, in accordance with their respective authorities which includes::

1) Exploration IUP as referred to in Article 1 point 8 is a business permit granted to carry out the stages of general investigation, exploration, and feasibility studies.

2) Production Operation IUP as referred to in Article 1 point 9 is a business license granted after the completion of the Exploration IUP implementation to carry out the stages of production operation activities. The People's Mining Permit (IPR) in Article 1 number 10 is a permit to carry out mining business in a people's mining area with a limited area and investment. The Special Mining Business Permit (IUPK) in Article 1 point 11 is a permit to carry out mining business in the area of a special mining business permit. The IUPK consists of two stages:

1. Exploration IUPK as referred to in Article 1 point 12 is a business permit granted to carry out the stages of general investigation, exploration, and feasibility studies activities in a special mining business permit area.

2. Production Operation IUPK in Article 1 number 13 is a business license granted after the completion of the Exploration IUPK to carry out the stages of production operation activities in the special mining business permit area.

The transitional provisions in Article 169 of Law 4/2009 stipulates that the existing contract of work (KK) and coal mining concession (PKP2B) prior to the enactment of this law will remain in effect until the expiration of the contract/agreement and the provisions contained in the KK article. and PKP2B adjusted no later than 1 (one) year since Law 4/2009 was passed, except for state revenues. The exception to state revenues is an effort to increase state revenues. Since 2015, the Draft Law on Mineral and Coal Mining (Minerba) has been

¹¹ Ismail Saleh, "Implikasi Keberadaan Undang-Undang Nomor 4 Tahun 2009 Bagi Sektor Pertambangan Batubara," *Jurnal Privat Law*, Vol. II No. 5, 2014.

¹² Adrian Sutedi, *Hukum Perizinan dalam Sektor Pelayanan Publik*, Sinar Grafika, Jakarta, 2010, hal. 168.

prepared by the House of Representatives (DPR). In January 2020, in the plenary session of the DPR, it was decided The Minerba Bill as a carry over bill that is included in the Priority Prolegnas. This was conveyed directly by Director General of Mineral and Coal At that time, Ir. Bambang Gatot Ariyono, MM, on April 29, 2020 through a Public Discussion: Revision of the Minerba Law as an Effort to Improve National Mining Governance which was broadcast live through the YouTube account of the Directorate General of Mineral and Coal. related to the continuation of KK and PKP2B operations to provide legal certainty. Finally, in May 2020, Law Number 3 of 2020 (UU Minerba) was passed into law as an amendment to Law 4/2009. As we all know, one of the objectives of the enactment of the Minerba Law is to provide legal certainty for all parties, especially for mining business actors.

However, after the law was enacted, so many polemics arose from various circles of society regarding the addition of articles in the current Minerba Law. In fact, this law also received a Judicial Review (JR) request for a formal and material review to the Constitutional Court. One of the articles that has become a public spotlight is the addition of Article 169A regarding the transitional provisions that use the phrase "guarantees are given" for KK and PKP2B holders to obtain an extension through an IUPK as a continuation of the operation of the contract/agreement without an auction and the area that does not need to be reduced. However, it turns out that the phrase "provided a guarantee" does not necessarily mean that the extension through the IUPK is given to KK and PKP2B holders whose validity period is about to expire, because the extension is given through consideration of efforts to increase state revenues as described in the provisions of Article 169A, which reads : KK and PKP2B as referred to in Article 169 are given a guarantee of extension into IUPK as Continuation of Contract/Agreement Operations after fulfilling the requirements with the following provisions::

- a. Contracts/agreements that have not yet received an extension are guaranteed to get 2 (two) extensions in the form of IUPK as a Continuation of Operations for each Contract/Agreement for a maximum period of 10 (ten) years as a continuation of operations after the expiration of the KK or PKP2B by considering efforts to increase revenue. country.
- b. Contracts/agreements that have obtained the first extension are guaranteed to be given a second extension in the form of an IUPK as Continuation of Contract/Agreement Operations for a maximum period of 10 (ten) years as a continuation of operations after

the expiration of the first extension of KK or PKP2B by considering efforts to increase state revenue.

Contrary to the provisions of Article 169A which explains that KK and PKP2B will be granted an extension guarantee through an IUPK as a continuation of the contract/agreement operation by considering efforts to increase state revenues, Article 169B paragraph (4) actually explains that "The Minister may reject the IUPK application as a continuation of the contract operation. / agreement as referred to in paragraph (1), if based on the evaluation results, the KK and PKP2B holders do not show good Mining business performance". The same thing was conveyed by the Special Staff of the Minister of Energy and Mineral Resources for the Acceleration of Minerba Governance, Prof. Dr. Ir. Irwandy Arif, M.Sc., who revealed that the extension of KK and PKP2B through IUPK is not automatic and must go through an evaluation with certain conditions.¹³

According to the Big Indonesian Dictionary, guarantee means to bear (about safety, sincerity, truth of people, goods, property, and so on) while guarantee is a person's promise to bear the debts or obligations of another party if the debt or obligation is not fulfilled. When the Minerba Law in the transitional provisions in Article 169A uses the phrase "guaranteed" for KK and PKP2B to get an extension through an IUPK as a continuation of the contract/agreement operation, it means that the government will provide an extension through an IUPK without having to consider other requirements because In this Article, the government clearly and firmly uses the word guarantee as an explanation in the Minerba Law. This means that even if the obligations of the KK and PKP2B holders are not fulfilled, the government will still bear the unfulfilled obligations by continuing to provide an extension through the IUPK as a continuation of the contract/agreement operation. But in reality, the phrase "provided a guarantee" does not necessarily make KK and PKP2B get an extension through an IUPK as a continuation of the operation of the contract/agreement, the law again mandates that the granting of the extension is also based on several considerations which have also been explained in the Minerba Law.

It is this difference in provisions that gives rise to a vagueness of norms, which is a condition where the possibility of statutory regulations is available, but the formulation of words or sentences is not clear, causing a blur of understanding.¹⁴ This in fact creates legal

¹³ <https://investor.id/business/perpanjangan-operasi-kk-dan-pkp2b-tidak-otomatis>, diakses 16 Oktober 2022 pukul 10 : 00 WIB.

¹⁴ I Made Pasek, *Metodologi Penelitian Hukum Normatif dalam Justifikasi Teori Hukum*, Prenada Media Group, Jakarta, 2016, hal. 118

uncertainty for the granting of IUPK as a continuation of the operation of the contract/agreement in the current Mining Law which seems contrary to the original purpose of the Minerba Law revision, namely to provide legal certainty for the continuation of CoW and PKP2B operations.

2. Legal Protection for KK and PKP2B Holders whose Extension Applications are Rejected by the Minister of Energy and Mineral Resources

According to Satjipto Raharjo, legal protection is an effort to organize various interests in society so that there are no clashes between interests and can enjoy all the rights granted by law. The definition of legal protection is all efforts made consciously by every person as well as government and private institutions aimed at securing, controlling and fulfilling the welfare of life in accordance with existing human rights as regulated in Law Number 39 of 1999 concerning Human rights. A protection can be said to be legal protection if it contains the following elements:

- a . There is protection from the government for its citizens
- b. Guarantee of legal certainty
- c. Relating to the rights of citizens; and There are penalties for those who violate it.

The state is obliged to serve every citizen and resident to fulfill their basic rights and needs in the context of public services which is the mandate of the 1945 Constitution.¹⁵ Article 28 paragraph (1) of the 1945 Constitution explains that, "everyone has the right to fair recognition, guarantees, protection, and legal certainty as well as equal recognition before the law". The law protects a person's interests by allocating power to him to act in the framework of his interests in a measurable manner. Interest is the target of rights because rights contain elements of protection and recognition.¹⁶ The state is obliged to serve every citizen and resident to fulfill their basic rights and needs in the context of public services which is the mandate of the 1945 Constitution.

Philipus M. Hadjon argues that the principles of legal protection for the people in Indonesia are the principles of recognition and protection of human dignity which are based on Pancasila and the law which is also based on Pancasila..¹⁷ The essence of legal protection for KK and PKP2B holders based on Article 169A of the Minerba Law is a protection that

¹⁵ Agus Triyono, "*Perlindungan Hukum bagi Masyarakat atas Perbuatan Maladministrasi dalam Penyelenggaraan Pelayanan Publik*," Penelitian Fakultas Hukum, Universitas Lampung, Lampung, 2015, hal. 1.

¹⁶ Satjipto Rahardjo, *Ilmu Hukum*, PT. Citra Aditya Bakti, Bandung, 2006, hal. 54.

¹⁷ Riza Anggun dan Listya Irawan, "*Perlindungan Hukum Terhadap Warga Negara Indonesia Non-Pribumi Untuk Memperoleh Kepastian Hak Milik*," Jurnal Cakrawala Hukum, Vol. 7 No. 2, 2016, hal. 253.

provides guarantees for KK and PKP2B holders that they will get an extension through an IUPK in accordance with the provisions of the law. The Minerba Law does not provide legal protection for KK and PKP2B because the law does not guarantee legal certainty over the regulations regarding transitional provisions. While in the Minerba Law there is Article 169A which explains that it will guarantee an extension through an IUPK and Article 169B which explains that the Minister can reject the application for an extension, the Minerba Law does not further stipulate legal remedies that can be taken by KK and PKP2B holders whose applications for extension are guaranteed against the refusal given by the relevant Minister. In fact, this is a right that must be obtained based on the mandate of the law itself which provides a guarantee of extension.¹⁸

Setiono argues that legal protection is an act or effort to protect the community from arbitrary actions by authorities that are not in accordance with the rule of law, to create order and peace so as to enable humans to enjoy their dignity as human beings..¹⁹ This makes KK and PKP2B holders whose extension requests are guaranteed by the Minerba Law do not have legal protection if later there is a rejection of the extension given by the relevant Minister..

E. Closing

1. Conclusion

- a. There is no legal certainty from the IUPK as a continuation of the contract of work (KK) and coal mining concession work agreement (PKP2B).
- b. legal protection for KK and PKP2B holders whose application for extension is rejected by the relevant Minister. Government Regulations (PP) and Ministerial Regulations (PERMEN) which are derivative rules that are more detailed from the implementation of Law No. 3 of 2020 concerning Mineral and Coal Mining (Minerba Law).

2. Recommendation

- a. Later, it must provide a clear explanation regarding the differences in the arrangements in the two contradictory articles, between Article 169A and Article 169B. This aims to provide legal certainty from the IUPK as a continuation of the KK and PKP2B

¹⁸ Tata Wijayanta, "Asas Kepastian Hukum, Keadilan dan Kemanfaatan Dalam Kaitannya Dengan Putusan Kepailitan Pengadilan Niaga," *Jurnal Dinamika Hukum*, Vol. 14 No. 2, 2014, hal. 219.

¹⁹ Setiono, "Rule of Law," Disertasi, S2 Fakultas Hukum Universitas Sebelas Maret, Surakarta, 2004, hal. 3.

- b. Provide legal protection for KK and PKP2B holders as mandated in Article 28 paragraph (1) of the 1945 Constitution for mineral and coal mining business actors.

References / Bibliography :

Books:

- Abdulkadir Muhammad, *Hukum Perdata Indonesia*, PT Citra Aditya Bhakti, Bandung, 2017.
- Adrian Sutedi, *Hukum Perizinan dalam Sektor Pelayanan Publik*, SinarGrafika, Jakarta, 2010.
- I Made Pasek, *Metodologi Penelitian Hukum Normatif dalam Justifikasi Teori Hukum*, Prenada Media Group, Jakarta, 2016.
- Moh. Kusnardi, *Hukum Tata Negara Indonesia*, Sinar BaktiMarzuki, Jakarta, 1987.
- Munir Fuady, *Metode Riset Hukum pendekatan Teori dan Konsep*, PT Raja Grafindo Persada, Depok, 2018.
- Peter Mahmud, *Penelitian Hukum*, Kencana, Jakarta, 2010.
- Satjipto Rahardjo, *Ilmu Hukum*, Bandung: PT Citra Aditya Bakti, Bandung, 2006.

Papers Sciences:

- Agus Triyono, “*Perlindungan Hukum bagi Masyarakat atas Perbuatan Maladministrasi dalam Penyelenggaraan Pelayanan Publik*”, Fakultas Hukum Universitas Lampung, Lampung.
- Angga Nugraha Sihombing, “*Perlindungan Hukum Terhadap Keselamatan dan Kesehatan Pekerja Pada PT. PLN (PERSERO) KITSUMBAGUT*”, Skripsi Fakultas Hukum Universitas Medan Area, Medan.
- Anggun, Riza dan Listya Irawan, “*Perlindungan Hukum Terhadap Warga Negara Indonesia Non-Pribumi Untuk Memperoleh Kepastian Hak Milik*”, *Jurnal Cakrawala Hukum*, Vol 7 No. 2 Desember, Universitas Brawijaya, Malang, 2016.
- Luthvi Febryka Nola, “*Upaya Pelindungan Hukum secara Terpadu bagi Tenaga Kerja Indonesia (TKI)*”, *Jurnal Negara Hukum*, Vol 7 No. 1 Juni, Pusat Penelitian Badan Keahlian DPR RI, Jakarta, 2016.
- Zahermann Armandz Muabezi, “*Negara Berdasarkan Hukum (Rechtsstaats) Bukan Kekuasaan (Machtsstaat) Rule Of Law And Not Power State*”, *Jurnal Hukum dan Peradilan*, Vol 6 No. 3 November, Kementerian Luar Negeri Republik Indonesia, Jakarta, 2017.
- Saleh Ismail, “*Implikasi Keberadaan Undang-Undang Nomor 4 Tahun 2009 bagi Sektor Pertambangan Batubara*”, *Jurnal Privat Law*, Vol II No. 5 Oktober, Universitas Sebelas Maret, Surakarta, 2014.

Tata Wijayanta, “Asas Kepastian Hukum, Keadilan dan Kemanfaatan Dalam Kaitannya Dengan Putusan Kepailitan Pengadilan Niaga”, *Jurnal Dinamika Hukum*, Vol 14 No. 2 Mei, Fakultas Hukum Universitas Gadjah Mada, Yogyakarta, 2014.

Victor Imanuel, “Hak Menguasai Negara Atas Mineral dan Batubara Pasca Berlakunya Undang-Undang Minerba”, *Jurnal Konstitusi*, Vol 9 No. 3 September, *Rush in Social Economics Study Group* (Rustig), Malang, 2012.

Statute / Regulation :

Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.

Undang- Undang Nomor 11 Tahun 1967 Tentang Ketentuan Pokok Pertambangan.

Undang Undang Nomor 4 tahun 2009 Tentang Pertambangan Mineral dan Batubara.

Undang Undang Nomor 3 tahun 2020 Tentang Pertambangan Mineral dan Batubara

Website :

https://id.wikipedia.org/wiki/Sumber_daya_alam, diakses tanggal 11 Desember 2021.

https://www.minerba.esdm.go.id/show/show_pdf?link_file=148, diakses tanggal 11 Desember 2021.

https://www.cnbcindonesia.com/market/20200924190755-17-189317/jelangperpanjangan_iupk-lahan-tambang-arutmin-diciutkan, diakses tanggal 15 Desember 2021.

<https://investor.id/business/perpanjangan-operasi-kk-dan-pkp2b-tidak-otomatis>, diakses tanggal 16 Desember 2021.