

Responsibility For Reducing The Land Area In The Issuance Of A Replacement Certificate Against A Burning Original Certificate In The

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Abstract: Article 57 paragraph (1) of government Regulation number 24 year 1997 on land registration states that, upon application of the right holder issued a new certificate in lieu of a certificate damaged, lost, still use a certificate that is not used anymore, or which is not handed over to the auction buyer in an auction execution. Furthermore, it is also narrated in article 132 of the Regulation of the Minister of Agrarian/Head of the National Land Agency No. 3 year 1997 on the implementation of government Regulation number 24 year 1997 on land registration. Incident occurred in the city of Banda Aceh, the waiver that occurred due to the fire of the Bank Aceh in the year 2015, legal issues at the time of issuance of the certificate of substitute certificates that are still using the old certificate number, all the things written in the replacement certificate exactly the same as the old Serfikat, but in terms of land is different from the old certificate. This type of research is normative, which is research aimed at researching legal systematics, legal synchronisation, and legal history. Approaches in this study use, (ACT), conceptual approach, and case approach. This research uses primary and secondary legal materials by conducting structured interviews as well as unstructured interviews and discussions related to the study. Data is collected through field research and literature research. Data is analyzed in a qualitative analysis way. The results of the study indicated that the responsibility of the creditor (Bank) of the Bank's responsibility to the customer's documents damaged or lost over Proprietary certificates No. 2034, Proprietary certificates No. 986, and Proprietary certificates No. 10321 is to apply to BPN of Banda Aceh for the issuance of a replacement Proprietary certificates, this is in accordance with the provisions of the Regulation per Undang-undangan, the cost and the terms of which are the responsibility of the creditors, the liability of the land responsibility for the issuance of a substitute certificate shall only conduct administration in the issuance of a surrogate Proprietary certificates, such as carrying out a letter of evidence of proof of entitlement as a waiver, meaning that the particulars deemed to be correct during and along with no other substantiation proved otherwise.

Keywords: Responsibilities, Land Area, Issuance Of Surrogate Certificates, Chimanlenders.

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I. INTRODUCTION

Land is a fundamental necessity for every living creature. Humans, animals, plants need land as shelter and rests. The land also serves as a source of life for those who make a living through farming and plantation businesses, trading as well as burial places when people die. Nowadays the complexity of human needs causes increasingly complex activities that develop in the community. The land becomes an object of economic drive for both humans and countries whose use is inseparable from politics and law, while having the function to manifest life together (Cahyo, 1983).

As an effort to develop to advance the general welfare as contained in the Constitution 1945, carried out the national development that is essentially the development of Indonesia and the development of all Indonesians who emphasize on the balance of development of outward prosperity and inward satisfaction in an Indonesian society that is advanced and social justice based on Pancasila.

National development implemented in order to comply with the mandate of the opening of the Constitution 1945 from year to year continues to increase. At the same time, the population continues to grow, and in line with the increasing development and its results resulting in more and more diverse needs of the population. Land problems are problems that concern the most basic people's rights. Land besides having economic value is also social functioning, therefore the personal interest of the land is sacrificed for the public interest.

The development of development in Indonesia was increasing. The activities of the school building of the schools, hospitals, markets, railway stations, places of worship, bridges, procurement of various road making and expansion projects and other development require land as its main means. The issue that then arises is how to take the land belonging to the community for development project purposes. This concerns the most controversial issue of land issues. On the one end the demand for development of land has been so urgent, while on the other part, the majority of citizens also need land as a place of settlement and place of its livelihood.

Article 33 paragraph (3) Constitution 1945 states: "The Earth, water, as well as the natural wealth contained therein are ruled by the state and used in magnitude for the prosperity of the people". The meanings contained in the article are as follows: first, the state ruled the Earth, the water and the natural riches contained therein. Secondly, the Earth, water and natural riches contained therein are in the greatest use for the prosperity of the people. Thirdly, the land has a strategic meaning for the life of the nation because the land is a branch of state production that control the life of many people.

The Constitution 1945 does not explain in detail what is meant by the control rights of the State. The governing rights of the State according to the Constitution 1945 should be seen in the context of the rights and obligations of the State as a ruler who has the meaning that the state has authority as "regulator", "planner", "Executive", "supervisor" to the management, use, and utilization of natural resources. The State also has an obligation to use its authority to realize the prosperity and well-being of its people (Murjiyanto, 2013).

As a tangible manifestation of article 33 paragraph (3) of the Constitution 1945, the law No. 5 of 1960 on Basic Agrarian Regulations (hereinafter referred to as UUPA) is established. In article 2 paragraph (1) the UUPA is mentioned that: "The earth, water and space include natural riches therein in the highest level ruled by the state as the power of all peoples" (Bakri, 2007). Through the control rights of this country, the state as a ruler will be able to continuously control or direct the management of the functions of the Earth, water and space as well as the natural wealth contained therein in accordance with the existing rules and policies, namely in the sphere of mastery of juridical public aspects. Then in article 6 of LAW No. 5 of 1960 also confirms that: "All rights to land have social functions" (Limbong, 2014).

Accordingly, pursuant to article 33 paragraph (3) of the Constitution 1945 and article 6 of the Constitution, it is clear that any land if it conflicts with social interests or public interest then the land must be released or released. Pursuant to article 2 paragraph (2) of the UUPA, which includes the authority:

- a. Regulate and maintain the provisions, use, inventory, and maintenance of Indonesia's Earth, water and space.
- b. Determine and regulate the legal relations between people with the Earth, water, and space, and
- c. To determine and regulate the legal relations between the people and the acts of the Earth, the water, and the space.

Responsibility of land rights is the property of notwithstanding where the property is said to be the highest right of land rights because the strongest, hereditary, then it must be released if the public interest will, given that all rights to the land have social function. The authority that arises in the state as a manifestation of the control rights of the State, is with the intent that the state is given authority and also responsibility, which can provide the most likely benefit to the prosperity of people.

Thus ideally procurement of land for public interest also, in the aim to realize welfare. Therefore, the procurement of land must hold the principle of justice, and respect for the rights of individuals/with the given indemnity. However, in reality the procurement of land does not go smoothly. Several times the regulation that regulates this is made, and several times the change is also changing, but the problems related to the procurement of land still arise.

Problematics that arise in the filing of a substitute certificate, the responsibility for indemnification in the release of some of the land rights of Bank Aceh's creditors. According to Lawrance Friedman, namely the legal substance, legal structure and legal culture, the problem in the procurement of land fulfills these three things (Wahanisa, 2019). In the implementation of the debtor has applied to the land Office to apply for a replacement certificate, this is the responsibility step taken by the Bank of Aceh.

The rules relating to this damages can be seen in article 1 point 2 of the law No. 2 of 2012 on procurement of land for development for public interest that reads "land procurement is the activity of providing land in a way to compensate worthy and fair losses to the right party" (Sutedi, 2008).

Article 57 paragraph (1) of government Regulation number 24 year 1997 on land registration states that, "At the request of the rights holder is issued a new certificate in lieu of a damaged, lost certificate, still using a certificate that is not used anymore, or that is not handed over to the auction buyer in an execution auction."

The explanation related to this waiver procedure is carried out in accordance with the Declaration of land Rights made in the Land Office and also notarial deed, this is contained in the regulation of the Minister of Agrarian/Head of the National Land Agency No. 3 year 1997 on the provisions of the implementation of government Regulation number 24 year 1997 on land registration. The benefit of the re-measurement is to know

the area of land that belongs to the creditor, but at the time of this measurement, the area belonging to the creditor is reduced by the expansion of roads and the development of irrigation for the public interest.

The aspect of the waiver on land as outlined above has form (form) of waiver of some right to land and the provisions that set it. For example, whether to be made in front of and witnessed by the Head of land office, or made in the form of notarial deed or also witnessed by local Camat or witnessed by other witnesses.

According to article 132 regulation of the Minister of Agrarian/Head of National Land agency No. 3 year 1997 on the provisions of government Regulation number 24 year 1997 on land registration stated that,

- (1) "Registration of renewal of rights and change of rights is essentially the registration of the deletion of rights which are carried out in conjunction with the registration of new rights granted to the same land to the former rights holder.
- (2) in the registration of renewal of rights and change of rights of the land and the old Serotyband shall be deemed invalid and replaced with a new order of land and certificate with the new rights number.
- (3) Notwithstanding the provisions in paragraph (2) in the registration of renewal of rights or changes in the right to enforce certain discretion, especially the bulk of a land book and long serotyped may continue to be used by scribe the original rights traits that are not appropriate anymore and replace them with new rights traits, provided that then upon the application of the rights holders of the land and the certificate may be replaced with a new one.
- (4) In case the measuring letter can still be used, the remeasurement is not performed ".

The strength of the substitute certificate has a strong proof in accordance with article 19 BAL. Thus the certificate of land rights affirmed by the legislation as a letter of proof of entitlement, so it is guaranteed to have the power of law as a strong proof of possession of ownership of land rights. The legal force of the Certificate of land rights as proof of ownership of land rights depends on the land registration system used.

It is understood that the certificate does not have an absolute force of evidence, as it is still possible to be declared void or otherwise has no legal force through a court ruling. Interested parties may submit a lawsuit to the court to request a court to decide that a certain land-rights certificate has no legal force (Ismail, 2011).

Incident occurred in the city of Banda Aceh, the release of the rights that occurred due to the fire of the Bank Aceh in the year 2015, the certificate of land that the debtor will then renew the new certificate, but in the implementation of the debtor must make a statement to carry out the statement of waiver on land.

Letter of waiver on land if the right to land and property rights in the unit of the House, this is contained in article 131 regulation of the Minister of Agrarian/Head of the National Land Agency No. 3 year 1997 about the implementation of government Regulation Number 24 year 1997 concerning land registration clearly explained that, registration of the deletion of land rights and property rights in the unit of House.

Further study, article 132 paragraph (1) states that, "essentially the renewal of this right is the deletion of rights. But in the provisions of the Ministerial regulation does not explain about how the mechanism of the deletion of this right, in this rule only describes the resource leveling delete the right of the House ".

Furthermore, in the responsibility of reducing the land area in the issuance of a replacement certificate against the original certificate that burned in the lender's deposits in the Bank Aceh fire is also the negligence of the bank itself, resulting from the negligence of the creditors causing the elimination of the rights of the debtor. In this ministerial regulation also does not mention the specifics if a guarantor institution occurred negligence of the loss of ownership certificate on land to do renewal ha of the debtor land.

Cases that occur they do not receive a reduction in the area of their land which in the certificate is clearly stated above the soil, but at the time of re-measurement to obtain a replacement SHM, the National Land Agency must perform the remeasurement of the land. This is what makes debtor feel harmed by Bank Aceh.

Legal issues at the time of issuance of certificate of substitute certificates that are still using the old certificate number, everything that is written on the replacement certificate is exactly the same as the old certificate, but in terms of land is already different from the old certificate. The BPN is doing a remeasurement of the land, which is data on the ground area will be reduced. This, as the foundation of the three cases above, does not want to sign a substitute certificate creation. This author is therefore reviewing the responsibility of reducing land area in the issuance of surrogate certificates against the original burning certificate in the lender's deposits.

Based on the description of the above background, the main problem can be formulated, who is responsible for the reduction of land area in issuing surrogate certificates due to burning in the creditors ' deposits.

II. RESEARCH METHODS

This study uses the type of normative juridical research. This type of research emphasizes in terms of legislation and regulations and legal norms that are relevant to this problem, which is sourced on secondary data. This research is done by looking at the fact that there is a practice involving the responsibility of reducing land area in the issuance of a replacement certificate against the original certificate that burned in the lender's

deposits. Legal research is a process for discovering legal rules, principles of law, and legal doctrines to address the legal problems faced (Marzuki, 2011).

Data collection is conducted through 2 (two) techniques that are literature study by reviewing legal materials that have binding strength such as, Law No. 5 of 1960 on Fundamentals of agrarian principles, and regulation of the Minister of Agrarian/Head of the National Land Agency No. 3 year 1997 to obtain secondary data on the observation of the responsibility for reduced land area in the issuance of a replacement certificate against the original certificate burned in the deposit of creditors.

Research analysis is done in a prescriptive, which is to advocate, not to convey what it is. Therefore, in various discussions, the science of the prescriptive is sometimes also called normative science by providing an overview or exposure to subjects and research objects as the results of research conducted.

III. LITERATURE REVIEW

A. Overview of Land Rights Certificate

So far there is an impression on the community that to be able to get a certificate right on the ground is quite difficult, it takes a long time and the cost is quite expensive especially for the ordinary people and residing in rural areas, relatively low education and the economic state is still lagged and well-kept because some of them are farmers. However, the certificate is very peniting for the ownership of land rights to ensure the legal certainty of the rights holders of the land (Mudjiono, 1992).

The passage of land rights according to the government regulation 24 years 1997 is a letter of proof of rights referred to in article 19 paragraph (2) C UUPA, for the right to land, management rights, the land of Waqf, the property of the unit units and the rights of liabilities that have been evidenced in the book of land in question. In this regard, it may be noted that Certificate is a strong proof of entitlement regarding physical data and juridical data contained therein. So the physical data and the juridical data correspond to the data contained in the measuring letter and the Book of the land in question.

Certificate as a strong proof of evidence implies that as long as it cannot be proved otherwise physical data and the juridical data contained therein must be accepted as correct data, as can also be evidenced from the data contained in the Land book and its letter of measure. The word "strong" in article 19 the Constitution in connection with the negative system is "not absolute" which is the certificate of the land is still possible to be aborted along with the opposite evidence that states the invalidity of the Certificate land. Thus the certificate of the land is not the only letter of proof of land rights and therefore there is another evidence about the holding of land rights, such as the letter of sale or purchase of customary land rights.

In accordance with the negative system that has been adopted in the registration of land in Indonesia, it means that the certificate of the published land is not an absolute proof tool that can not be bothered, precisely means that the certificate of the land can be revoked or cancelled. It is therefore not true if there is a presumption that holding a serotyping means the holder is an absolute landowner and he will surely prevail in a case because the land drawtie is the only unshakable tool of evidence.

The things evidenced in the certificate of land rights are (Harsono, 2005):

- a. Types of land rights
The certificate of land rights may be known about the legal status of whether property rights, rights of business, rights of building or use or management, other than the proprietary rights of those rights all may be known also about the time period of the rights granted and when the time expires.
- b. Name of rights holder
The rights holder's name can be known in the second column of the top of the book. If the right of change, then the name of the former holder or first strikethrough by the competent officer and subsequently in the field of registration of rights or change of written rights, the name of the new rights holder and also written for the change, can be sold-buy, Grant, inheritance, auction or swinger.
- c. Physical Information
Land because in the certificate of land there is a measuring letter, then from the letter it can be known about the form (image map) of the field of land, land area, land location, which includes (village/Kelurahan, subdistrict, Regency/city, and province), the state of the land and the buildings that exist on it.
- d. Burden on land rights
From the copy of the booklet on the subject, it can be known whether there is a burden of rights on the land of the right, or any lease rights, or there is a law of arrest in the court order.
- e. Events related to land
All important events in connection with the land or certain are also recorded by the Office of the Serotype, e.g. the purchase of a sale, or a grant and an auction in a PT or the occurrence of inheritance or seizure and occurrence of load as outlined above, or otherwise with its removal.

As mentioned in article 19 paragraph (2) Letter C of the Basic Agrarian Act of Sertificate is a letter of proof of entitlement, which is valid as a strong proving tool. Thus the sertificate of land rights affirmed by the legislation as a letter of proof of entitlement, so it is guaranteed to have the power of law as a strong proof of possession of ownership of land rights. The legal force of the rights of the land as proof of ownership of land rights depends on the system of publication of land registration.

Indonesia in this case agrarian main law adheres to a system of negative publications containing positive elements that means still possible changes in the sertificate by the Office of the meeting when the error occurs, with the regulation is based on the regulations must be tried with the most energy so that the sertificate issued do not be mistaken for suppose before issued a sertificate made prior announcement through the district office and village/village where the land is located.

B. The Definition of Replacement Sertificate

After we have spoken of the serotyband of land rights, which are governed by the Government Regulation Number 24 year 1997, government regulation number 24 year 1997 also regulates the issuance of the replacement of the surrogate, which in essence the replacement of the in can be issued by the Office of the Meeting of the interested parties, if the exercise of the right to the soil has been damaged, lost and so forth, only if it has been issued a replacement sertificate by the Office of Land Rights of the old , this is done to maintain the possibility of misbinding of the long-standing land by the other parties concerned about it.

The understanding and function of the surrogate substitutes is essentially not much different than the sertificate of the land rights, only that the substitute sertificate is a damaged or missing copy of the sertificate. A replacement sertifiicate can be issued by the Office of the Meeting on the request of land rights holders. However, in a later substitution by the Hermitage Office was noted or given the explanation that the sertipship was a substitute sertificate and the contents of the replacement sertificate remained the same as the previous sertificate. So in essence for the author's understanding, the function as well as the content of the surrogate of the replacement of land rights governed by the Government Regulation No. 24 of 1997 is the same as the preceding land rights.

IV. RESPONSIBILITY FOR REDUCING THE LAND AREA IN THE ISSUANCE OF REPLACEMENT CERTIFICATES DUE TO BURNING IN CREDITORS

A. Responsibility of Creditors (Banks) On Substitute Certificates

The Bank as the holder of the right of liability recorded also in the Land rights Land book is one of the parties responsible for applying for a replacement sertificate of the damaged sertificate. In this case the proprietary sertificate on the ground becomes the Bank's guarantee in providing credit to its customers. A guarantee is something given to the creditor to give rise to the belief that the debtor will fulfill the obligation that can be assessed with money arising from an alliance. The nature of the assurance agreement is an Accesoir agreement, which is following the principal agreement. Collateral-loading agreements can be done in an oral and written form. In the banking world, the warranty loading agreement is usually done in the written form of deed under the hands and/or authentic deed (Firdan, 2020).

Pursuant to article 1 of the Law No. 4 of 1996 on the rights of the land and the objects which are subject to land (UUHT) is the right of guarantee imposed on land rights referred to in LAW No. 5 years 1960 on agrarian trees, following or not the following other objects that constitute a unity with the land, for the repayment of certain debts, which give precedence to certain creditors against other creditors.

The granting of rights to the obligation is done by the creation of the Rights Grant deed (APHT) by the Land Deed Official (PPAT). In APHT can be listed promises, among others (Firdan, 2020):

1. Promises that restrict the authorization of the rights of the holder to lease the object of rights and/or to determine or change the lease term and/or receive the rent in advance, except with the prior written consent of the rightsholders;
2. Promises that restrict the authority of the rights of the holder to alter the form or the arrangement of the object's rights, except with the prior written consent of the holders of the rights of liabilities;
3. Promises that authorize the rightsholders to manage the rights objects based on the determination of the District Court chairman whose legal area includes the location of the rights object if the debtor seriously injury the pledge;
4. Promises that authorize the rightsholders to rescue the rights object, if it is necessary for execution or to prevent it from being removed or insurance rights that are subject to the rights of liability for not being met or otherwise the provisions of the law;
5. The pledge that the first rightsholders have the right to sell on their own right of a dependent object if the debtor is an appointment;
6. Promises provided by the first rightsholders that the object of the right of liability shall not be cleansed from the right of liability;

7. The promise that the right giver shall not waive its rights to the object of liability without the prior written consent of the rightsholders;
8. The pledge that the rightsholders shall obtain all or part of the indemnification received by the rights giver for the settlement of the holder if the object's right of liability is waived by the rightsholders or revoked its right to the public interest;
9. The promise that the rightsholders will obtain all or part of the insurance money received by the rightsholders for the repayment of its holders, if the rights object is insured;
10. The pledge that the rights giver shall emptied the object of liability at the time of execution of the rights;
11. The pledge to return the certificate of land rights that have been made to the record of the right to the rights holder of the relevant land (the rightsholders), unless otherwise agreed.

No later than 7 working days after the signing of APHT, PPAT is obliged to send APHT and other necessary warranty to be registered to the Land Office. Incident on the subject of the certificate of proprietary rights, namely:

1. Certificate of title No. 2034 on behalf of, Ansar Yusri, Raziaty Yusri, Lamizar Yusri, the extent of the initial 600m² to 550m².
2. Proprietary certificate No. 986 on behalf of Dra. Irwani Wahab the land area was reduced to 10m², so at the time of a wide remeasurement of the soil to 70 m².
3. Proprietary certificate No. 10321 on behalf of Vera Afriana, whose land is about 300 m², published on 11 October 2010.

The three certificates above do not register for the rights. Therefore, the creation of a land-rights obligation in the recording of land rights of land that became the object of rights and copying of such records on the certificate of land rights were not conducted. This led to the absence of a binding settlement for creditors and debtors. There are 2 possibilities that can happen to the land and certificate of land rights that is (Amiirullah, 2020),

1. If the debtor fulfills the achievement or pays off the credit pursuant to the agreed principal agreement. Therefore, the certificate of land rights should be returned to the debtor and the deletion of the rights record in the case of a liability due to debt deletion
2. If the debtor or injury of the pledge, resulting in the execution of the object of the rights of liability through the public auction as stipulated in article 22 paragraph (1) Jo. Article 18 paragraph (1) letter a UUHT.

B. Responsibility Of The Land Agency For The Issuance Of Substitute Certificates

In the implementation of a country and government, accountability is inherent to positions that are also in authority. In the perspective of public law, this is the authority that raises accountability. Issuance of certificates by the land Office is constitutive, which is the decision of government administration that caused the law. The state's legal consequences guarantee and protect the owner of land certificate. Anyone must respect the existence of this right. This is in line with the principle of legal sovereignty (legal supremacy).

However, if the certificate issued in the process there are shortcomings and errors arising from the applicant's rights and the absence of the agency from the Land Office so that the issued certificate contains an administrative law defect, the Land Office is obliged to evaluate even implementing the certificate revocation process.

Application for the issuance of land right certificate at the Banda Aceh City Land Office for the certificate of land rights burned by creditors. In the application of a replacement certificate that is entitled to apply the request is the owner of the land and can also with its power by attaching a power of attorney, Kuasamana can be made under the hands or before the notary, but in the application of the issuance of the certificate of substitute land rights should also be amended about the meaning of land registration which in the land registration will result in the certificate of land rights as proof of ownership of the legal rights governed by the Act (Firdan, 2020).

It is essentially the original certificate issued by the National Land Agency for the first time with a replacement certificate on the ground rights, held by the owner of the land rights, both having the same legal force or a fixed legal force. This is governed by Law No. 5 of year 1960 concerning the basic rules of agrarian and government Regulation No. 24 year 1997 Article 32 paragraph (1).

However, if a field of land has been requested to issue a substitute for land rights, it will be cancelled first certificate of land that has been issued before. This is done to preserve the possibility of misuse of previous land certificates by other parties that may harm the rights holder.

In addition to this above the land Office of Banda Aceh also issued another substitute certificate, which is asked by the applicant itself, namely because the certificate of land rights that have been subjected to a wide change of land, the widespread change that could be due to the widening of the road or other public interest, so that the land that the applicant belonged to decrease its extent.

In conducting all procedures relating to the issuance of a replacement certificate of land rights, the land Office of Banda ACEH is guided by Law No. 5 of year 1960 concerning the basic rules of agrarian principles, and in particular all regulations pertaining to the certificate of substitute that is in accordance with article 57 up to Article 60 government regulation Number 24 year 1997 concerning land registration and article 137 until article 139 regulation of the Minister of Agrarian/Head of national Land Agency No. 3 year 1997 concerning provisions of implementation of government Regulation number 24 year 1997. So at the core of the office of the city of Banda Aceh in the issuance of a certificate of land rights on the request of the creditor has been in accordance with the laws and regulations issued by the government (Firdan, 2020).

Based on the results of the interview, responsibility in the Office of the city of Banda the letter of proof of entitlement is valid as a proving device, which means that the particulars deemed to be true during and along with no other evidence proved otherwise. In this case, if there is a dispute between the rights of the land, then the court of the nation decides which evidence is correct and will be cancelled against the certificate of land that is deemed incorrect.

V. CONCLUSIONS

Responsibility for the reduction of land area in the issuance of surrogate certificates due to burned in the deposit of creditors, based on article 1 Figure 1 LAW No. 4 of 1996 on the rights of the land and objects in relation with the land is the right of security that is imposed on land rights referred to in LAW No. 5 year 1960 on agrarian trees. In connection with Proprietary certificates No. 2034 on behalf of, Ansar Yusri, Proprietary certificates No. 986 on behalf of Dra. Irwani Wahab, and Proprietary certificates No. 10321 on behalf of Vera Afriana did not register for the rights of liability. Therefore, the creation of a land-rights obligation in the recording of land rights of land that became the object of rights and copying of such records on the certificate of land rights were not conducted. This led to the absence of a binding settlement for creditors and debtors. Paid to the Government, especially the land office of Banda Aceh to further enhance the activities of counseling to the public in relation to the importance of the certificate of land rights and a substitute certificate for the holder of land rights certificate that is damaged and lost, resulting in the certainty and protection of the law for the owner of land rights.

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