



PT PLN's legal responsibility for the installation of electric poles without compensation

Usman Al Ajis¹, Nancy Silvana Haliwela², Wijaya Natalia Panjaitan³

¹ Faculty of Law, Pattimura University, Ambon, Maluku, Indonesia

² Lecturer Faculty of Law, Pattimura University, Ambon, Maluku, Indonesia

³ Lecturer Faculty of Law, Pattimura University, Ambon, Maluku, Indonesia

DOI: <https://doi.org/10.66856/ijlpsr.2026.8.2.8106>

Abstract

This study discusses the installation of electricity poles by PT PLN on community-owned land, which is often carried out without notification, approval, or compensation. In fact, electricity is a vital need for the community and its provision is the responsibility of the state. However, in practice, the rights of the community as landowners must still be respected. Law Number 30 of 2009 concerning Electricity explains that the use of land owned by others must be accompanied by the provision of compensation. In reality, this is not always done, which can be detrimental to the community. This study aims to determine the procedure for installing electricity poles by PT PLN on private land and what PT PLN's legal responsibility is if compensation is not provided. The method used is normative legal research by examining relevant laws and legal concepts. Data was obtained through literature review and analyzed qualitatively. The results of the study indicate that the installation of electricity poles on community-owned land is basically permitted because it is in the public interest. However, its implementation must comply with applicable regulations, such as notification, approval from the landowner, and the provision of appropriate compensation. Failure to do so can cause harm to the community and can be considered an unlawful act. Therefore, PT PLN must carry out its obligations in accordance with the law and increase supervision so that community rights remain protected and disputes do not arise in the future.

Keywords: Legal responsibility, PT PLN, elektriciti pole installation, compensation

Introduction

The development of electricity infrastructure is part of a national strategic program aimed at ensuring equal access to electricity throughout Indonesia, including rural areas. PT Perusahaan Listrik Negara (Persero), as a state-owned enterprise, has the authority and legal obligations to provide public services in the field of electricity supply. In carrying out this function, one of the main activities carried out is the installation of electricity poles to distribute energy to residential areas. However, in practice, this development process rarely intersects with the civil rights of the community, especially regarding the use of private land owned by residents. Article 30 Paragraph (1) of Law Number 30 of 2009 concerning Electricity provides a legal basis for the use of land owned by other parties in the implementation of electricity business, with the condition that the organizer is obliged to provide compensation, stipulating that: "(1) The use of land by the holder of an electricity supply business permit to exercise his rights as referred to in Article 27 is carried out by providing compensation for land rights or compensation to the holder of rights to land, buildings, and plants in accordance with the provisions of laws and regulations."

This shows that the right to individual land is recognized and protected by law, and any use of a citizen's land must go through a legally valid mechanism. The obligation to provide compensation not only reflects the principles of legal certainty and justice, but also represents a form of respect for citizens' civil rights. In this regard, PT PLN as the operator of the electricity business, is subject to the provisions of applicable laws and regulations. Compensation in this case is not merely a formality, but reflects legal protection of individual rights and the

mechanism for providing compensation is also an effort to prevent the emergence of social conflict between the community and the government or state-owned enterprises and the obligation to provide compensation should not be considered a bureaucratic burden, but rather a constitutional and moral mandate. The act of installing electricity poles without permission from the landowner without providing proper compensation, this can be declared an unlawful act (*onrechtmatige daad*) as referred to in Article 1365 of the Civil Code hereinafter referred to as (the Civil Code) which stipulates that: "Every act that violates the law and causes harm to another person, requires the person who caused the loss due to his fault to compensate for the loss." Praktiknya, tindakan tersebut tidak hanya mengabaikan hak kepemilikan masyarakat atas tanah, namun juga menimbulkan kerugian baik secara materil maupun immateril. Ketidakhadiran mekanisme kompensasi dalam kegiatan pemasangan tiang listrik berpotensi menurunkan kepercayaan masyarakat terhadap prinsip negara hukum. Pemanfaatan tanah oleh PT PLN, sering kali PT PLN tidak pernah meminta izin atau persetujuan dari pemilik tanah. Ini berarti syarat kesepakatan yang penting tadi tidak dipenuhi. Jadi pemakaian tanah itu tidak bisa dianggap sah secara hukum. Kompensasi menjadi bentuk penghargaan bahwa hak pemilik tetap dihormati meskipun tanah dipakai untuk proyek kepentingan umum. Oleh karena itu, meskipun tanah berfungsi sosial, kompensasi tetap menjadi hal yang wajib diberikan kepada pemilik tanah yang haknya digunakan untuk kepentingan umum. Kompensasi tidak selalu identik dengan uang, namun bisa juga berupa pemberitahuan resmi, sosialisasi kepada warga, atau ganti rugi dalam bentuk relokasi tanaman, penyesuaian posisi tiang, bahkan pemberian akses atau insentif tertentu. Ketidaksesuaian

antara pengaturan hukum dan pelaksanaan di lapangan menunjukkan lemahnya implementasi hukum, terutama dalam aspek perlindungan hak keperdataan masyarakat. Keterbatasan pemahaman hukum dan tidak adanya pendampingan, serta minimnya koordinasi antarinstansi berwenang turut memperburuk kondisi. Masyarakat yang tidak memahami prosedur hukum, sering kali tidak mengetahui bagaimana menuntut haknya, termasuk hak atas kompensasi. Ketika hal ini terjadi, negara seolah-olah diam dalam memberikan jaminan keadilan bagi masyarakat kecil yang terdampak oleh proyek pembangunan.

This shows that the right to individual land is recognized and protected by law, and any use of a citizen's land must go through a legally valid mechanism. The obligation to provide compensation not only reflects the principles of legal certainty and justice, but also represents a form of respect for citizens' civil rights. In this regard, PT PLN as the operator of the electricity business, is subject to the provisions of applicable laws and regulations. Compensation in this case is not merely a formality, but reflects legal protection of individual rights and the mechanism for providing compensation is also an effort to prevent the emergence of social conflict between the community and the government or state-owned enterprises and the obligation to provide compensation should not be considered a bureaucratic burden, but rather a constitutional and moral mandate. The act of installing electricity poles without permission from the landowner without providing proper compensation, this can be declared an unlawful act (*onrechtmatige daad*) as referred to in Article 1365 of the Civil Code hereinafter referred to as (the Civil Code) which stipulates that: "Every act that violates the law and causes harm to another person, requires the person who caused the loss due to his fault to compensate for the loss."

In practice, these actions not only ignore community land ownership rights but also cause both material and immaterial losses. The absence of a compensation mechanism in electricity pole installation activities has the potential to undermine public trust in the principle of the rule of law. In land use by PT PLN, PT PLN often never seeks permission or approval from the landowner. This means that the important terms of the agreement are not met. Therefore, the land use cannot be considered legally valid. Compensation serves as a form of respect that the owner's rights are still respected even though the land is used for public interest projects. Therefore, even though land has a social function, compensation remains mandatory for landowners whose rights are used for the public interest. Compensation is not always synonymous with money, but can also take the form of official notification, outreach to residents, or compensation in the form of relocation of plants, adjustment of pole positions, or even granting access or certain incentives. The discrepancy between legal regulations and implementation in the field indicates weak legal implementation, particularly in the aspect of protecting community civil rights. Limited legal understanding and the absence of assistance, as well as minimal coordination between authorized agencies, contribute to worsening the situation. People who don't understand legal procedures often don't know how to claim their rights, including the right to compensation. When this happens, the state appears silent in ensuring justice for the small communities impacted by development projects.

Regulations for the Installation of Electricity Poles by PT PLN on Private Land

Article 30 paragraph (1) and paragraph (2) of the Electricity Law expressly requires the provision of compensation to land owners if their land is used for electricity purposes. This provision demonstrates the existence of legal protection for the rights of the community so that public interests are not carried out unilaterally. In addition, Article 27 and Article 28 of the Electricity Law also stipulate that although PT PLN has the right to use land for public interests, its implementation must still be in accordance with statutory regulations and pay attention to the principles of good service. In practice, these provisions are not always implemented as they should be. This is evident in the installation of electricity poles by PT PLN ULP Mako in Debowae Village, Waelata District, Buru Regency, on land owned by residents and Mr. Sukardi. The installation, which is estimated to have occurred between 2008 and 2010, was carried out without notification, without deliberation, and without providing compensation to the land owners. This condition indicates a gap between legal norms and their implementation practices.

Normatively, the installation of electricity poles should follow clear stages: technical planning, data collection and identification of land status, notification and outreach to landowners, deliberation to reach an agreement, compensation, and installation. These stages implement the principles of Article 2 of the Electricity Law, such as utility, justice, efficiency, and legal certainty. However, in this case, these stages were not fully implemented, resulting in losses for the landowner.

PT PLN ULP Mako's failure to fulfill its obligation to provide compensation violates Article 30 of the Electricity Law and can be classified as an unlawful act as stipulated in Article 1365 of the Civil Code. This is because the use of land without consent and compensation violates property rights and causes harm to the community. Therefore, although the provision of electricity is in the public interest, its implementation must still be carried out legally, fairly, and with respect for the community's rights. Therefore, PT PLN's authority to use land cannot be separated from its legal obligation to provide compensation to landowners as a form of protection of civil rights.

Social Interests Over Private Land

Social interests on private land are the use or utilization of land owned by individuals or legal entities for the benefit of the wider community, the construction of public facilities, or the interests of the state without eliminating ownership rights, but rather limiting its use for the common good. This principle is recognized in national agrarian law as the social function of land rights, as affirmed in Article 6 of the Basic Agrarian Law, which states that all land rights have a social function. This provision demonstrates that land use is not solely oriented toward personal interests but must also consider the interests of society and the state. However, this limitation cannot be imposed unilaterally because Article 30 paragraphs (1) and (2) of Law Number 30 of 2009 concerning Electricity require compensation to be provided to landowners.

Legal provisions governing compensation obligations are not always consistently implemented. This is evident in the installation of electricity poles by PT PLN ULP Mako in Debowae Village, Waelata District, Buru Regency,

including on land owned by Mr. Sukardi. The installation, which took place around 2008–2010, was not accompanied by notification, consultation, or compensation, indicating a gap between legal norms and field practice.

The following aspects serve as the basis for assessing the conformity between these legal provisions and practice:

a. Social Function of Land Rights

The social function of land rights is a fundamental principle that affirms that land rights are not absolute. Every rights holder has an obligation to use their land with due regard for the public interest. This principle not intended to eliminate private property rights, but rather to balance individual interests with the public interest. Land use for electricity purposes must be accompanied by the obligation to provide compensation, as stipulated in Article 30 of the Electricity Law. Land use without compensation represents a deviation from the principle of equitable social function.

b. Public Interest from the Perspective of the 1945 Constitution of the Republic of Indonesia

The public interest has a constitutional basis in Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which emphasizes that natural resources are controlled by the state for the prosperity of the people. This provision must be understood in conjunction with Article 28H paragraph (4) of the 1945 Constitution of the Republic of Indonesia, which guarantees the protection of private property rights. The public interest cannot be pursued absolutely without regard for individual rights. The state has both the authority and the obligation to maintain a balance between development and the protection of citizens' rights.

c. Limitations of Social Interest on Private Property Rights

Social interests are not absolute and cannot override private property rights. Restrictions on land rights can only be implemented through legitimate legal mechanisms, with the consent of the landowner or through a revocation procedure with appropriate compensation. Article 30 of the Electricity Law stipulates that all land use must be accompanied by compensation. Land use without consent and compensation constitutes an overreach of authority.

d. Obligation to Provide Compensation According to the Electricity Law

Compensation is a legal consequence of land use for public purposes. Compensation includes not only replacement of the land's value, but also compensation for losses resulting from reduced land function, economic value, and other impacts. This obligation is expressly regulated in Article 30 paragraphs (1) and (2) of the Electricity Law. The practice of installing electricity poles by PT PLN ULP Mako shows that this obligation has not been fulfilled, resulting in losses for landowners and contradicting the principle of justice.

e. Prohibition on Unilateral Use of Land

Unilateral land use contradicts the principles of national agrarian law and the protection of civil rights. The Basic Agrarian Law and the 1945 Constitution of the Republic of Indonesia affirm that property rights may not be taken arbitrarily. Land acquisition for the public interest must be conducted through legal, transparent, and participatory procedures, accompanied by the provision of adequate

compensation. Land use without consent and compensation violates the principles of legal certainty and justice.

Based on these five aspects, it can be seen that the installation of electricity poles by PT PLN ULP Mako on land owned by Mr. Sukardi and residents of Debowae Village does not comply with applicable legal provisions. This action was carried out without consent, without deliberation, and without compensation, thus contradicting Article 30 of the Electricity Law and the principle of protecting land rights. The public interest cannot be used as an excuse to ignore the civil rights of the community, so this action cannot be legally justified.

PT PLN's Legal Responsibility for the Installation of Electric Poles on Private Land

The provision of electricity is a strategic function of the state to meet the basic needs of the community. In its implementation, the state, through PT PLN ULP Mako, is authorized to provide electricity for the public interest. This authority is not absolute because it remains limited by legal norms, particularly those related to the protection of the community's civil rights. The case of installing electricity poles on land owned by Mr. Sukardi and several residents of Debowae Village shows the use of land without notification, deliberation, or compensation. This action is contrary to Article 30 Paragraphs (1) and (2) of the Electricity Law, which requires compensation for the use of land owned by another party.

Hans Kelsen in his theory of legal responsibility states that a person is legally responsible for a certain act or that he bears legal responsibility, the subject means he is responsible for a sanction in the event of a contrary act. Hans Kelsen explains that responsibility consists of:

- a. individual responsibility, namely an individual is responsible for the violations he/she commits himself herself.
- b. Collective responsibility means that an individual is responsible for an offense committed by another person.
- c. Responsibility based on fault means that an individual is responsible for violations that he she committed intentionally and with the intention of causing harm.
- d. Absolute responsibility means that it is no longer a question of whether or not there is an error, but the business actor is directly responsible for the losses caused by his defective product.

Fulfillment of the Elements of Unlawful Acts in the installation of electricity poles by PT PLN ULP Mako on land belonging to Mr. Sukardi and several residents in Debowae Village, Waelata District, Buru Regency, namely:

- a. There was an act: PT PLN ULP Mako took active action in the form of installing electricity poles on land belonging to residents without legal procedures..
- b. Unlawful: This action violates the Electricity Law and property rights protected by the 1945 Constitution of the Republic of Indonesia.
- c. Here was an error: An error in the form of negligence due to not holding a discussion and not providing compensation.
- d. There was an error: An error in the form of negligence due to not holding a discussion and not providing compensation.

- e. Causal relationship: Losses occurred directly as a result of the installation of the electricity pole.

The fulfillment of all these elements indicates that PT PLN ULP Mako's actions can be classified as unlawful and give rise to an obligation to pay compensation. Therefore, the landowner, as the injured party, has the legal right to seek restitution for the losses suffered, either through litigation or non-litigation, as long as such mechanism ensures fair and proportional restitution.

a. Efforts to Seek Compensation through Litigation

Through litigation, landowners can file a lawsuit for unlawful acts with the competent District Court. The lawsuit is filed on the basis that PT PLN ULP Mako has committed an unlawful act by installing electricity poles on private land owned by residents without consent and without compensation. In the lawsuit, the landowner can sue:

1. Material compensation in the form of economic losses due to reduced land value and disruption of land use.
2. Intangible compensation in the form of suffering, discomfort and legal uncertainty.
3. As well as demands for restoration of rights, such as the relocation of electricity poles or certain technical arrangements that do not harm the landowner.

b. Compensation Efforts through Non-Litigation Routes

Besides going through the courts, dispute resolution can also be carried out through non-litigation channels, such as deliberation, negotiation, or mediation between the landowner and PT PLN ULP Mako. This channel is in line with the principle of peaceful dispute resolution and reflects the application of Good Corporate Governance principles, especially the principles of responsibility and justice. Through this mechanism, the parties can agree on a fair form of compensation, such as providing monetary compensation, replacing plants, or relocating electricity poles. The installation of electricity poles by PT PLN ULP Mako on land owned by Mr. Sukardi and on several lands owned by residents in Debowae Village, Waelata District, Buru Regency, a non-litigation resolution can be a faster and more efficient initial step to restore the rights of landowners, as long as it is carried out transparently and in good faith.

Forms of Compensation Due to the Installation of Electric Poles on Private Land

Compensation is a form of replacement or recompense given by the responsible party to the party who has suffered losses as a result of an action, policy, or activity, whether in material or non-material form, in order to restore rights, losses, or disturbed balance. These forms of compensation are not only derived from Article 30 Paragraph (1), Paragraph (2) and Paragraph (3) of the Electricity Law but are also in line with the principles of rights protection in civil law.

a. Compensation for Restriction of Property Rights

Compensation in civil law for property rights is the most perfect and broadest property right, as stated in Article 570 of the Civil Code which stipulates that: "Property rights are the right to enjoy an object more freely and to act on the object completely freely, as long as it does not conflict with

the law or general regulations established by the competent authority and as long as it does not interfere with the rights of others; all of this does not reduce the possibility of revocation of rights in the public interest and appropriate compensation, based on statutory provisions." Giving the owner the authority to use, enjoy, and control an object freely, as long as it does not conflict with the law and the public interest. This right includes not only physical control over the land, but also legal freedom to determine the allocation, use, and development of the land.

b. Compensation in the Form of Restoration of Condition (Restitutio in Integrum)

The principle of restitutio in integrum is known in civil law as an effort to restore conditions as close as possible to those that existed before the loss occurred. This principle is based on the idea that the injured party should not be left in a worse position as a result of an act that caused the loss. Restoration is a form of compensation that focuses on improving actual conditions, not simply monetary compensation.

c. Immaterial Compensation for Intangible Losses

Compensation for immaterial losses reflects a more humane legal approach and focuses on comprehensive rights protection. This approach emphasizes that the public interest in the electricity sector must not override the rights of landowners to security, tranquility, and a quality of life. Compensation serves as a means to restore balance between the public interest and individual rights, in accordance with the principles of justice in civil law.

d. Compensation in the Form of Relocation or Adjustment of Electricity Facilities

Relocation or adjustment of electricity infrastructure can be considered a form of compensation if technically feasible. Relocating electricity poles or changing transmission lines is seen as a solution aimed at mitigating the ongoing negative impacts felt by landowners. The presence of electricity infrastructure in specific locations often limits land use and potentially disrupts the security and comfort of landowners.

e. Based on Written Agreement or Contract Between the Parties

Compensation for land use for the installation of electrical facilities can be implemented through a written agreement or contract between the landowner and the electricity provider's business license holder. The obligation to provide compensation is derived from statutory provisions, but its implementation can be concretely outlined through an agreement, a legally binding contract under civil law. A written agreement provides a clear legal basis for the rights and obligations of each party regarding land use and compensation. The agreement serves as an instrument to regulate in detail the agreed-upon form of compensation, the amount of compensation, and the procedures and timing of payment.

Conclusion

The installation of electricity poles by PT PLN on private land owned by residents is in principle permitted because it is carried out for the public interest in the context of providing electricity to the community. However, in its implementation, PT PLN is obliged to follow legal

procedures in the form of notification to the landowner, holding deliberations, and providing compensation as stipulated in Article 30 Paragraph (1), Paragraph (2) and Paragraph (3) of the Electricity Law. If these procedures are not implemented, the installation of the electricity poles is not in accordance with the provisions of laws and regulations and ignores the protection of the community's civil rights. The form of PT PLN's legal responsibility for the installation of electricity poles without compensation on private land owned by residents is the obligation to provide compensation to the landowner because this action can be categorized as an unlawful act according to Article 1365 and Article 1366 of the Civil Code. This responsibility can be in the form of material or immaterial compensation, including payment of losses for land use, replacement of affected plants or objects, and resolution through deliberation or legal channels. In addition, PT PLN as a State-Owned Enterprise is also obliged to implement the principles of Good Corporate Governance which emphasize transparency, accountability, and justice for the community.

18. Subekti. *Unlawful Acts*. Jakarta: PT Pradnya Paramita, 1997.
19. Subekti. *Principles of Civil Law*. Jakarta: Intermasa, 2001.
20. Subekti. *Principles of Civil Law*. Jakarta: Intermasa, 2003.
21. Quoted from: Moch. Dani Pratama Huzaini, *Questioning the Meaning of Social Functions and Public Interests Inherent in Land*, accessed from <https://www.hukumonline.com/berita/a/menyoal-makna-fungsi-sosial-dan-kepentingan-umum-yang-melekat-pada-tanah>, on February 6, 2026, at 8:49 PM WIT.
22. Quoted from: Jobstreet Content Team, *Compensation Is: Definition, Types, and Forms*, accessed from: <https://id.jobstreet.com/id/career-advice/article/kompensation-adalah-pengertian-jenis-bentuknya>, on February 8, 2026, at 23.00 WIT.

References

1. Asshiddiqie J. *The Indonesian Constitution and Constitutionalism*. Jakarta: Konstitusi Press, 2005.
2. Asshiddiqie J. *The Indonesian Constitution and Constitutionalism*. Jakarta: Sinar Grafika, 2021.
3. Fuady M. *Contract Law from a Business Law Perspective*. Bandung: Citra Aditya Bakti, 1999.
4. Fuady M. *Unlawful Acts (A Contemporary Approach)*. Bandung: Citra Aditya Bakti, 2017.
5. Fuady M. *Law on Land Acquisition and Land Procurement for the Public Interest*. Bandung: Citra Aditya Bakti, 2018.
6. Hadjon PM. *Legal Protection for the Indonesian People*. Surabaya: Bina Ilmu, 1987.
7. Salim HS. *Civil Law as the Legal Basis for Public Services*. Jakarta: Rajawali Pers, 2022.
8. Muhammad A. *Indonesian Civil Law*. Bandung: Citra Aditya Bakti, 2021.
9. Haliwela NS, Chansrakaeo R. *The Corporate Social Responsibility Regulation in the Development of Business Law: Comparison of Indonesia and Thailand*, 2025, 205-207.
10. Haliwela NS, Sunarno, Masum A. *The Relevance of Financial Services Authority Policy Direction on Fintech Lending in Realizing Sustainable Development Goals*. *Jurnal Pembangunan Hukum Indonesia*, 2025;7(3):486.
11. Prodjodikoro W. *Civil Law Concerning Land Rights*. Bandung: Sumur Bandung, 1984.
12. Rahardjo S. *Legal Studies*. Bandung: Citra Aditya Bakti, 2006.
13. Rahmadi T. *Mediation for Dispute Resolution Through a Consensus-Based Approach*. Jakarta: Rajawali Pers, 2011.
14. Sambodo MT, et al. *Electricity Access and Public Welfare*. Jakarta: LIPI Press/BRIN, 2016.
15. Satrio J. *Contract Law: Contracts Arising from Agreements*. Bandung: Citra Aditya Bakti, 1995.
16. Satrio J. *Property Law (Property Rights)*. Bandung: Citra Aditya Bakti, 2014.
17. Setiawan R. *Principles of Contract Law*. Bandung: Binacipta, 1994.