Lex Publica
Jurnal Ilmu Hukum Asosiasi Pimpinan Perguruan Tinggi Hukum Indonesia
e-ISSN: 2579-8855
p-ISSN: 2354-9181
https://journal.appthi.org/index.php/lexpublica

Legal Foundations and Implications of Civil Deeds of Settlement in the Indonesian Legal System

Ilham Eka Hartawan[1*], Pristika Handayani[1], and Rizki Tri Anugrah Bhakti[1]

[1] Faculty of Law, Universitas Riau Kepulauan, Batam, Indonesia

**Corresponding author: Ilham.hartawan2022@gmail.com*

Abstract. In everyday life, people often take legal actions that can lead to disputes due to differing opinions and perspectives. This research looks at the legal basis for civil deeds of settlement in the Indonesian legal system by examining relevant regulations and laws, such as Articles 1851 of the Civil Code and Article 130 of the *Het Herziene Indonesisch Reglement* (HIR). Using a normative legal research method, the study analyzes existing laws, highlighting how peace agreements can help resolve disputes through litigation or alternative dispute resolution (ADR). It emphasizes the importance of good faith during mediation and the role of judges in encouraging amicable settlements. The findings underscore that civil deeds of settlement serve as a valuable mechanism for resolving conflicts outside traditional litigation, with their legal binding nature reinforced through documentation as peace deeds, which acquire the same legal force as court decisions when registered. This aspect provides assurance that agreements will be upheld, promoting security in contractual relationships. Moreover, while judges play a minimal role in enforcement, they facilitate mediation, ensuring parties explore amicable resolutions. Ultimately, this study advocates for a broader understanding and adoption of civil deeds of settlement, enhancing the effectiveness of dispute resolution in Indonesia.

Keywords: Mediation, Dispute resolution, Peace Agreement, Legal certainty, Normative legal approach

Abstrak. *Dalam kehidupan sehari-hari, masyarakat sering melakukan tindakan hukum yang dapat menimbulkan sengketa karena adanya perbedaan pendapat dan sudut pandang. Penelitian ini mengkaji dasar hukum akta perdamaian dalam sistem hukum Indonesia dengan mengkaji peraturan perundang-undangan yang berlaku, seperti Pasal 1851 Kitab Undang-Undang Hukum Perdata dan Pasal 130 Het Herziene Indonesisch Reglement (HIR). Dengan menggunakan metode penelitian hukum normatif, penelitian ini menganalisis peraturan perundang-undangan yang berlaku, dengan menyoroti bagaimana perjanjian perdamaian dapat membantu menyelesaikan sengketa melalui litigasi atau penyelesaian sengketa alternatif (ADR). Penelitian ini menekankan pentingnya itikad baik selama mediasi dan peran hakim dalam mendorong penyelesaian secara damai. Temuan penelitian ini menggarisbawahi bahwa akta perdamaian berfungsi sebagai mekanisme yang berharga untuk menyelesaikan konflik di luar litigasi tradisional, dengan sifat mengikat secara hukum yang diperkuat melalui dokumentasi sebagai akta perdamaian, yang memperoleh kekuatan hukum yang sama dengan putusan pengadilan saat didaftarkan. Aspek ini memberikan jaminan bahwa perjanjian akan ditegakkan, sehingga meningkatkan keamanan dalam hubungan kontraktual. Selain itu, meskipun hakim memainkan peran minimal dalam penegakan hukum, mereka memfasilitasi mediasi, memastikan para pihak mencari penyelesaian secara damai. Pada akhirnya, penelitian ini menganjurkan pemahaman dan adopsi yang lebih luas tentang akta perdata, yang meningkatkan efektivitas penyelesaian sengketa di Indonesia.*

Kata kunci: *Mediasi, Penyelesaian sengketa, Perjanjian damai, Kepastian hukum, Pendekatan hukum normatif*

1. Introduction

In the social structure of community life, each individual has different interests. This is due to the basic rights and obligations that each person holds, though these rights should not be exercised carelessly.[1] Humans, as social beings, cannot live in isolation without interacting with others. Therefore, in the pursuit of fulfilling personal rights or interests, there is often harmony with the needs of others, but conflicts can also arise that may harm one or both parties. To regulate and maintain order in these interactions, rules that can be enforced and accompanied by sanctions for violators are necessary. Such rules are known as legal norms. A legal norm is defined as a rule within the legal system that provides intrinsic normative reasons for action, often intertwined with moral norms and based on normative principles, purposes, or values.[2] A dispute occurs when two or more parties are involved, and one party feels dissatisfied or aggrieved. In general, the parties involved in a dispute have the freedom to choose the method of resolution they prefer.[3] The stages of conflict can be identified as follows: first, the pre-conflict stage, which reflects initial dissatisfaction; second, the conflict stage, where the parties involved begin to recognize the dissatisfaction; and third, the dispute stage, which occurs when the conflict is expressed openly or involves a third party.[4] Coser adds that conflict is a direct and conscious struggle between individuals or groups aimed at gaining recognition, status, power, influence, and resources.[5]

In daily life, individuals often engage in legal actions alongside others. However, legal actions between individuals do not always proceed without issues, as differences in perspectives and thoughts can lead to disputes. When disputes arise, there is a recognized need for rules to resolve, address, or mitigate the potential losses stemming from conflict.[6] The disputing parties are free to select their preferred method of dispute resolution, either through litigation (court) or non-litigation (outside the court) via alternative dispute resolution (ADR),

[1] Kretzmer, David, and Eckart Klein, eds., *The concept of human dignity in human rights discourse* (Leiden: Brill, 2021), 24.

[2] Stefan Magen, "Philosophy of Law," in *International Encyclopedia of the Social & Behavioral Sciences*, 2nd ed., ed. James D. Wright (Elsevier, 2015), 24-26.

[3] Valerine J.L, Kriekhoff, *Penyelesaian Sengketa Alternatif* (Jakarta, Gramedia Pustaka 1999), 224-225.

[4] Achmad Fedyani Saifuddin, *Konflik dan integrasi: perbedaan faham dalam agama Islam* (Jakarta: Rajawali Pers, 1986), vii-viii.

[5] Lewis A. Coser, "Social conflict and the theory of social change," *The British journal of sociology* 8, no. 3 (1957): 198.

[6] Zainal Asikin, *Hukum Acara Perdata di Indonesia* (Jakarta: Prenada Media, 2016), 1.

provided no conflicting provisions exist in the governing laws and regulations.[7] Litigation-based dispute resolution results in a judicial decision issued by a judge, who must act with fairness and impartiality, as the court functions as a forum through which the community seeks justice.[8]

Even when a dispute is resolved through the courts, the parties still have the opportunity to reach an amicable settlement, as the judge is obligated to facilitate peace between them.[9] The judge must order a mediation process if necessary; failure to do so constitutes a violation of the provisions regarding court-ordered mediation.[10] The mediator plays a crucial role in the mediation process, and the success of dispute resolution largely depends on the mediator's effectiveness. If the parties succeed in reaching a peace agreement, the outcome must be documented in the form of a peace deed. This peace deed is incorporated into the court's decision and holds the same legal force as a regular court judgment, which cannot be contested further, in accordance with Article 130 paragraphs (2) and (3) of the *Het Herziene Indonesisch Reglement* (HIR). Additionally, under Supreme Court Regulation (*Peraturan Mahkamah Agung Republik Indonesia* or Perma) No. 1 of 2016, the parties may choose to follow up on the peace agreement by drafting a peace deed or not. If they opt not to create a peace deed, the agreement must include a formal withdrawal of the lawsuit.[11] Although the judge may order the parties to undergo mediation in an effort to reconcile, obstacles can still arise during the process. One such obstacle is the lack of good faith from one of the disputing parties or their attorney in participating in the mediation. Therefore, it is crucial to ensure that all parties engage in the process with good faith to reach a peace agreement.

Previous research has extensively examined dispute resolution in Indonesia, reflecting diverse perspectives and practices. Sudiarawan et al. examine the formulation of online dispute resolution (ODR) in Indonesian industrial relations, emphasizing its potential for achieving fair dispute settlements.[12] Hendrawan et al. analyze the effectiveness of alternative dispute resolution in investment disputes,

[7] Lastuti Abubakar, Anita Afriana, Ramalinggam Rajamanickam, and Efa Laela Fakhirah, "Restorative Justice Approach in Corporate Dispute Resolution as Business Actor in Indonesia," *Journal of Indonesian Legal Studies* 9, no. 1 (2024), 188.

[8] Frans Hendra Winarta, *Hukum Penyelesaian Sengketa* (Jakarta: Sinar Grafika, 2012), v.

[9] Anak Agung Istri Mas Rahardianti and Dewa Nyoman Rai Asmara Putra, "Peranan Hakim Dalam Menetapkan Akta Perdamaian Menurut Hukum Acara Perdata," *Kertha Wicara* 10, no. 1(2020): 94.

[10] Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Court, Article 3 paragraph (3).

[11] Rahardianti and Putra, "Peranan Hakim," 95.

[12] Kadek Agus Sudiarawan et al., "Formulation of Online Dispute Resolution in Realizing Fair Industrial Relations Dispute Settlement: A Comparative Study," *Jurnal IUS Kajian Hukum dan Keadilan* 12, no. 2 (2024): 228.

comparing cases in Indonesia and Nigeria.[13] A comprehensive comparative analysis by Nasrul et al. discusses mediation practices in Indonesia and Malaysia, by highlighting cultural influences on dispute resolution.[14] Fitrianggraeni et al. explore the implications of ratifying the Singapore Convention on Mediation for enriching Indonesia's mediation culture.[15] Furthermore, Sidik et al. compare the choice of arbitrators in dispute settlements between Indonesia and Russia, emphasizing procedural nuances.[16] Maskanah et al. discuss the application of justice principles in non-adjudicative banking dispute settlements from an Islamic law perspective.[17] Tambunan and Silalahi address conflicts between production sharing contracts and tax treaties, highlighting legal complexities in Indonesia.[18] Waspiah et al. investigate corporate criminalization law reform in environmental damage cases, underlining regulatory challenges.[19] Fitrianggraeni et al. analyze grounds for annulment of arbitral awards, providing insights into arbitration dissatisfaction.[20] Finally, Vidyapramatya et al. explore the authority of dispute councils in resolving construction disputes in Indonesia, contributing to the understanding of procedural efficacy.[21]

Based on the background described above, this research aims to formulate the following problem: How is the legal basis underlying the legal force of a civil deed of settlement applied in the Indonesian legal system?. The novelty of this research lies in its focused examination of the legal basis underlying the enforceability of

[13] Daniel Hendrawan, Hamid Mukhtar, and Pan Lindawaty Suherman Sewu, "Effectiveness of alternative dispute resolution in resolving investment disputes in developing countries: Analysis of ICSID cases in Indonesia and Nigeria," *IKENGA: International Journal of Institute of African Studies* 25, no. 2 (2024): 2.

[14] Muhammad Amrullah Nasrul et al., "A Comprehensive Comparative Analysis of Mediation Practices in Indonesia and Malaysia," *Khazanah Hukum* 6, no. 1 (2024): 64.

[15] Setyawati Fitrianggraeni, Eva Fatimah Fauziah, and Sri Purnama, "Would Ratification of the Singapore Convention on Mediation Enrich Indonesian Mediation Culture," *Arbitration: The International Journal of Arbitration, Mediation and Dispute Management* 90, no. 1 (2024), 45.

[16] Jafar Sidik, Oleg Orlov, Asep Rozali, and Dewi Sulistianingsih, "Choice of Arbitrators Regarding Dispute Settlement (Comparing Indonesia and Russia)," *Journal of Law and Legal Reform* 5, no. 1 (2024): 110.

[17] Ummi Maskanah, Mohd Zakhiri Md Nor, and Aji Mulyana, "Application of the Principle of Justice in Non-Adjudicative Settlement of Banking Disputes from the Perspective of Islamic Law," *Jurisdictie: Jurnal Hukum dan Syariah* 15, no. 1 (2024): 208.

[18] Maria RUD Tambunan, and Gabriel Muara Thobias Silalahi, "Resolving Conflicts Between Production Sharing Contracts and Tax Treaties in Indonesia," *Intertax* 52, no. 2 (2024): 156.

[19] Heni Rosida et al., "Law Reform in Corporate Criminalization in Environmental Damage Cases in Indonesia," *Journal of Law and Legal Reform* 4, no. 4 (2023): 620.

[20] Setyawati Fitrianggraeni, Eva Fatimah Fauziah, and Sri Purnama, "Dealing with Unsatisfactory Arbitral Awards: Observing the Grounds of Annulment of Arbitral Awards in Indonesia," *Journal of International Arbitration* 40, no. 6 (2023): 736.

[21] Nurindria Naharista Vidyapramatya et al., "Authority of the Dispute Council in the Resolution of Construction Disputes in Indonesia," *Law Reform* 19, no. 1 (2024): 89.

civil deeds of settlement within the Indonesian legal system, particularly in comparison to existing literature on dispute resolution practices. While previous studies have explored various aspects of dispute resolution—such as alternative dispute resolution mechanisms, mediation practices, and the implications of international conventions—this research uniquely centers on the specific legal frameworks and principles that govern civil deeds of settlement in Indonesia. By analyzing the interplay between statutory provisions, such as the Civil Code and *Het Herziene Indonesisch Reglement*, and the practical application of these laws, the study aims to illuminate how these legal instruments contribute to the effectiveness and legitimacy of civil settlements.

2. Research Methods

This study employs a normative legal research design to explore the legal basis underlying the legal force of civil deeds of settlement in the Indonesian legal system. Normative legal research is primarily concerned with legal rules and regulations, focusing on the systematic analysis of existing laws. The research seeks to provide legal arguments by analyzing relevant legal frameworks, statutes, and regulations. This design is chosen to investigate how a legal event is governed and whether it adheres to the legal norms, principles, and procedures as established by Indonesian law. [22]

The normative legal approach used in this research focuses on the examination and interpretation of legal norms and regulations.[23] The approach is chosen because it identifies and addresses legal problems based on authoritative legal sources, such as statutes, case law, and doctrinal writings. Normative research involves a conceptual framework that views law as a system of norms that guide human behavior. This research approach is appropriate as it allows the identification and analysis of the legal principles that govern civil deeds of settlement in Indonesia, particularly in terms of their legal force and implications.

The study relies on several key legal documents and regulations to frame its analysis. These include the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata),* specifically Article 1851 paragraph (2), which defines the legal requirements for a peace agreement; the Supreme Court Regulation (*Peraturan Mahkamah Agung Republik Indonesia*, abbreviated as Perma) No. 2 of 2003, and Perma No. 1 of 2008, Perma No. 1 of 2016 which governs mediation procedures in court; and the Supreme Court Circular (*Surat Edaran Mahkamah Agung*,

[22] Mukti Fajar and Yulianto Achmad, *Dualisme Penelitian Hukum Normatif dan Empiris* (Yogyakarta: Pustaka Pelajar 2017), 36.

[23] Theresia Anita Christiani, "Normative and empirical research methods: Their usefulness and relevance in the study of law as an object," *Procedia-Social and Behavioral Sciences* 219 (2016): 204.

abbreviated as Sema) No. 1 of 2002, related to the empowerment of first-instance courts in implementing peace institutions, as regulated by Article 130 of the *Het Herziene Indonesisch Reglement* (HIR) and Article 154 of the *Reglement voor de Buitengewesten* (RBg). It is also philosophically explored by referring to the Indonesian national ideology, as contained in Pancasila, particularly the fifth principle, which emphasizes social justice for all Indonesians and frames the broader understanding of justice in the legal system. Additionally, Book III of the Civil Code, which regulates general provisions related to agreements, also applies to peace agreements formed in court-annexed mediation.

The data analysis technique involves qualitative analysis of primary and secondary legal materials. Primary sources include statutory laws and regulations, while secondary sources consist of scholarly articles, legal commentaries, and previous case law interpretations. The analysis is conducted by interpreting the legal texts to determine the legal force of civil deeds of settlement and the implications of these peace agreements in dispute resolution. The research further examines the relationship between justice, as emphasized in the Indonesian legal system, and the application of legal norms in court-ordered mediation processes. This method provides a comprehensive understanding of the normative frameworks governing civil settlements in Indonesia.[24]

3. Results and Discussion

3.1. Mediation and Peace Agreements in Indonesian Law

The effective development of law within social interactions serves to protect the interests of all individuals, thereby fostering order in societal life.[25] The interests of society form the foundation of all legal regulations; however, within legal relations, different emphases can be observed. Some legal frameworks prioritize the interests of individuals within a group, while others focus on individual interests more broadly. This legal landscape can be categorized into two primary branches: criminal law and civil law. Criminal law primarily aims to safeguard the interests of the state, whereas civil law focuses on the protection of citizens' interests.[26] The relationship between law and justice is profound, with the prevailing view suggesting that law must be integrated with justice to possess true significance. The

[24] Fajar and Achmad, *Dualisme Penelitian Hukum*, 36.

[25] Hilman Syahrial Haq, Arief Budiono, and Sinung Mufti Hangabei, "Management of National Judicial System Control Based on Local Laws: A Case Study at the Mediation Center in Lombok, Indonesia," *Lex Localis* 19, no. 3 (2021): 486.

[26] CahyaWulandari et al., "Penal mediation: Criminal case settlement process based on the local customary wisdom of dayak ngaju," *Lex Scientia Law Review* 6, no. 1 (2022): 69.

fundamental objective of law is to achieve a sense of justice within society.[27] The legal and judicial systems cannot be effectively established without considering justice, as it constitutes the core essence of both.[28]

The presence of law in social life facilitates multiple avenues for dispute resolution, ensuring that individuals do not act arbitrarily or resort to self-justice. Engaging in self-justice, defined as making unilateral decisions, can potentially harm other parties involved. Dispute resolution can occur through judicial means (litigation) or alternative methods (non-litigation). Litigation involves formal court proceedings where disputes are resolved under the supervision of a judge, who interprets and applies the law based on established legal principles. This process is often seen as a last resort due to its formality, potential costs, and the time required to reach a resolution. Alternatively, non-litigation methods, such as mediation or negotiation, allow parties to resolve their differences outside the courtroom. These methods can be more flexible, cost-effective, and conducive to maintaining relationships between disputing parties. The Indonesian legal system recognizes the importance of both litigation and non-litigation avenues for dispute resolution. For instance, the Supreme Court Regulation (Perma) No. 2 of 2003 emphasizes mediation as a critical component in civil disputes, mandating that judges attempt to reconcile parties before proceeding to trial.[29] This approach underscores the value of amicable resolutions and reflects the societal emphasis on harmony, as outlined in Pancasila.

---

[27] Nurul Ummah, Fifik Wiryani, and Mokhammad Najih, "Mediasi Dalam Penyelesaian Sengketa Medik Dokter Dengan Pasien (Analisis Putusan Pn No. 38/Pdt. G/2016/Pn. Bna Dan Putusan Mahkah Agung No. 1550 K/Pdt/2016)," *Legality: Jurnal Ilmiah Hukum* 27, no. 2 (2019): 206.

[28] Consequently, legal frameworks must adhere to certain general principles that align with the interests of the nation and the state. These principles encapsulate societal beliefs regarding a just life, reflecting the overarching aim of the state and law to promote maximum happiness for every individual. In this context, the importance of justice in legal proceedings cannot be overstated. Justice serves as a guiding principle that informs legal interpretations and applications, ensuring that laws are not only enacted but are also administered fairly and equitably. A legal system devoid of justice risks becoming arbitrary, undermining public trust and the rule of law. Thus, the alignment of legal practices with societal values and moral considerations is imperative for the legitimacy and effectiveness of the law. Moreover, the implementation of law requires a continuous dialogue between legal authorities and the community. This interaction fosters a deeper understanding of societal needs and ensures that laws evolve in response to changing circumstances and values. As such, the dynamic nature of law necessitates ongoing assessments of its impact on individuals and society as a whole. See, M. Agus Santoso, *Hukum, Moral, dan Keadilan: Sebuah Kajian Filsafat Hukum* (Kencana, Jakarta, 2014), 85.

[29] Alexandra Gerungan et al., "Mediation Ecosystem in Indonesia," *Revista Brasileira de Alternative Dispute Resolution-Brazilian Journal of Alternative Dispute Resolution-RBADR* 5, no. 9 (2023): 74. See also, Fatahillah Abdul Syukur and Dale Margaret Bagshaw, "When home is no longer "sweet": Family violence and Sharia court–annexed mediation in Indonesia," *Conflict Resolution Quarterly* 30, no. 3 (2013): 272.

Court-annexed mediation has been in effect in Indonesia since the issuance of Supreme Court Regulation (Perma) No. 2 of 2003, which outlines mediation procedures in court. This regulation aims to enhance the Supreme Court Circular (SEMA) No. 1 of 2002 concerning the empowerment of first-instance courts in implementing peace institutions, as regulated by Article 130 of the Indonesian Civil Procedure Code (HIR) and Article 154 of the Indonesian Civil Code (RBG). These provisions underscore the judicial commitment to facilitating peaceful resolutions in civil disputes while promoting mediation as a viable alternative to litigation.[30] Furthermore, Article 130 of the Indonesian Civil Procedure Code (HIR) governs the mediation efforts undertaken by district courts.[31] The article states: "If both parties are present on the designated day, the district court will attempt to reconcile them with the assistance of the presiding judge. If reconciliation is achieved, a written document (*deed*) regarding this matter will be prepared during the court session." Article 130 of the HIR, along with Article 154 of the Indonesian Civil Code (RBG), encourages the parties to pursue peaceful resolution processes that can be integrated into litigation procedures at the District Court. These articles emphasize the importance of mediation as a preliminary step in dispute resolution, fostering an environment conducive to negotiation and mutual agreement. By requiring the presence of both parties and the involvement of a judicial figure, the process is designed to promote impartiality and facilitate communication between disputing parties. Furthermore, the creation of a formal written agreement during the court session provides a clear record of the reconciliation, thereby enhancing the enforceability of the terms agreed upon.[32]

Supreme Court Regulation (Perma) Number 2 of 2003 establishes the framework for mediation procedures in Indonesian courts. Several key provisions outlined in this regulation include the confidentiality of the mediation process, which is generally not open to the public unless the parties involved specifically request otherwise. However, mediation related to public disputes is an exception,

[30] Syahrizal Abbas, *Mediasi dalam Perspektif Hukum Syariah, Hukum Adat, dan HukumNasional* (Jakarta: Kencana, 2011), 45.

[31] Haq, Budiono, and Hangabei, "Management of National," 487. See also, M. Beni Kurniawan, "Implementation of Electronic Trial (E-Litigation) on the Civil Cases in Indonesia Court As a Legal Renewal of Civil Procedural Law," *Jurnal Hukum dan Peradilan* 9, no. 1 (2020): 45; Azhar Alam et al., "Identifying Problems and Solutions of the E-Court System of Religious Courts in Indonesia: An Analytic Network Process Study," *UUM Journal of Legal Studies (UUMJLS) 15, no. 2 (2024): 646*.

[32] Kurniawan, "Implementation of Electronic Trial," 46. See also, Junianto James Losari, "Geography has little impact: a comparative study on the role of judges in Singapore and Indonesia in the taking of evidence in civil proceedings," *Asia Pacific Law Review* 32, no. 1 (2024): 192.

as it may be conducted in a public forum.[33] The mediation sessions can take place either in the courtroom of the first instance or in another location agreed upon by the disputing parties, allowing for flexibility in the mediation environment. In 2008, Perma Number 2 of 2003 was superseded by Perma Number 1 of 2008. This transition was necessitated by several factors aimed at improving the mediation framework. Notably, the new regulation stipulates that the examining judge is prohibited from serving as a mediator in the cases they are adjudicating. This change aims to mitigate potential conflicts of interest and ensure that the mediation process remains impartial. Additionally, Perma Number 2 of 2003 did not include specific sanctions for non-compliance, leaving significant gaps in enforcement mechanisms. Furthermore, many critical aspects of mediation, particularly those concerning processes at the appeal and cassation levels, were inadequately addressed in the earlier regulation.[34]

Subsequently, Supreme Court Regulation (Perma) Number 1 of 2016 was introduced to further refine mediation procedures in court. This regulation mandates that the mediation process must occur before the examination of the main civil case. This requirement emphasizes the importance of mediation as a preliminary step in dispute resolution, aiming to encourage parties to seek amicable solutions prior to formal litigation. Under Perma Number 1 of 2016, mediators are specifically designated as District Court judges who are not involved in the handling of the case, further promoting impartiality and fairness within the mediation process. The introduction of Perma Number 1 of 2016 reflects a strategic effort to enhance the efficacy of the mediation process within the Indonesian legal system.[35] By requiring mediation to occur before the substantive examination of civil cases, the regulation aims to alleviate the caseload of the judiciary and provide a platform for parties to resolve their disputes collaboratively. This proactive approach not only benefits the judicial system by reducing the

[33] Siti Musawwamah, "The Implementation of PERMA Number 3 of 2017 Concerning The Guidelines For Dealing With Women's Cases on Laws As an Effort of Women Empowerment In The Judiciary in Madura," *Al-Ihkam: Jurnal Hukum & Pranata Sosial* 15, no. 1 (2020): 68.

[34] Mardalena Hanifah and Meidana Pascadinianti, "Function of Non-Judge Mediators in Divorce Settlement Through Religious Courts," *Unnes Law Journal* 9, no. 2 (2023): 378. See also, ZainalArifin, Naufal Ghani Bayhaqi, and David Pradhan, "Urgency Supreme Court Circular Letter Number 2 of 2023 in the Judicial Process of Interfaith Marriage Registration," *Journal of Law and Legal Reform* 5, no. 1 (2024): 139.

[35] Ismail Rumadan and Ummu Salamah, "Settlement Of Divorce Dispute Through The Forum Of Mediation In Judicial Institutions As An Effort Of Legal Protection For The Rights And Interests Of The Child Of Post-Divorce," *Syariah: Jurnal Hukum dan Pemikiran* 21, no. 2 (2021): 216. See also, Rr Putri A. Priamsari, "Exception of Mediation Procedure in Bankruptcy Cases According to Supreme Court Regulation Number 1 Year 2016," *Law Reform* 17, no. 1 (2021): 14.

number of cases that progress to trial but also fosters a culture of dispute resolution that prioritizes communication and negotiation.[36]

Moreover, the appointment of judges as mediators ensures that the mediation process is overseen by individuals who possess a deep understanding of legal principles and dispute resolution techniques. This expertise enables mediators to guide the parties effectively, facilitating discussions that may lead to mutually acceptable agreements. By emphasizing the role of trained judges in mediation, the regulation underscores the importance of professional facilitation in achieving just and equitable outcomes. This shows the evolution of mediation regulations in Indonesia, from Perma Number 2 of 2003 to Perma Number 1 of 2016, which highlights a commitment to improving the mediation process within the judicial framework. The transition to a more structured and formalized approach, including the requirement for mediation to precede the examination of civil cases, reflects an understanding of the need for effective dispute resolution mechanisms.[37]

In accordance with the provisions of the relevant article, the primary responsibility of the judge in every civil dispute brought to court is to attempt to reconcile the disputing parties. This effort aims to prevent the case from proceeding to formal litigation, encouraging the parties to resolve their issues amicably without the need for court intervention. According to Article 1851, paragraph (2) of the Civil Code, a settlement is considered valid only if it is documented in writing.[38] Consequently, this written agreement is recognized as a formal peace agreement. As such, all provisions outlined in Book III of the Civil Code concerning general agreements also apply to this peace agreement. This framework underscores the importance of written documentation in establishing the validity of agreements reached through mediation, thus providing a legal basis for the enforcement of the terms agreed upon by the parties involved.

Nursusanti and Mamudji argued that the settlement agreement, as outlined in Article 1851 of the Indonesian Civil Code, serves the purpose of preventing disputes and resolving civil procedural cases before they escalate to court.[39] Such agreements can be established both outside the court and within the court setting.

---

[36] Nita Triana, "Urgensitas Mediator Dalam Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama Purbalingga," *Law Reform* 15, no. 2 (2019): 239. See also, Dessy Sunarsi, Yuherman, and Sumiyati, "Effectiveness of Mediation Implementations in the Religious Courts of Indonesia," *International Journal of Innovation, Creativity and Change* 10, no. 3 (2019): 49–64.

[37] Sri Turatmiyah, Joni Emirzon, and Y. Annalisa, "The Ineffectiveness of Mediation in Divorce Disputes: A Case Study in the Palembang Religious Court," *Asy-Syir'ah: Jurnal Ilmu Syari'ah dan Hukum* 56, no. 2 (2022): 352.

[38] Dardiri Hasyim, "A Reconstruction of the Civil Code Article Based on the Value of Contractual Justice," *Jurnal Hukum Volkgeist* 4, no. 2 (2020): 141.

[39] Siwi Nursusanti, "Kekuatan hukum perjanjian perdamaian sebagai dasar pelaksanaan putusan pengadilan" (Master Thesis, Faculty of Law, Universitas Indonesia, Depok, 2008), 41.

Agreements formed outside of court hold legal validity under Article 1338 of the Civil Code, meaning they are binding for the parties involved, cannot be unilaterally revoked, and must be executed in good faith. Should one party fail to fulfill their obligations, the aggrieved party has the right to file a lawsuit to enforce the Settlement Agreement or seek annulment, along with potential claims for costs, compensation, and interest as stipulated in Articles 1238, 1242, and 1243 of the Civil Code. If a Settlement Agreement is registered with the court, as per Article 6, Chapter (7) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, the lawsuit can include a request for an immediate decision under Article 180 of the HIR or Article 191 of the RBg. Additionally, agreements can be formalized in court in accordance with Article 130 HIR or Article 154 RBg, and when reinforced by the Supreme Court Regulation Number 02 of 2003 regarding mediation procedures, such agreements gain the same legal standing as a court decision with permanent effect as per Article 1858 of the Civil Code. In cases of default by one party, the aggrieved party can initiate execution procedures outlined in Articles 195 to 208 of the HIR or Articles 206 to 223 of the RBg. Ultimately, a settlement agreement registered at the District Court can serve as the basis for immediate enforcement, while a court-affirmed settlement agreement can be executed similarly to a court decision that has permanent legal force (*in kracht van gewijsde*).[40]

3.2. The Binding Nature of Agreements: Pacta Sunt Servanda and Good Faith in Indonesian Contract Law

An agreement is fully binding according to its stipulated contents, and its force is equivalent to that of the law, as outlined in Article 1338, paragraph (1) of the Indonesian Civil Code. This article states that all valid agreements are applicable as laws for the parties involved. Similar to statutory law, if a party violates the terms of the agreement, they may face sanctions or penalties. A valid agreement obligates all parties involved and produces legal effects that are equivalent to those of laws. Consequently, each party must comply with and implement the provisions of the agreement in good faith; failure to do so may result in legal consequences according to applicable regulations.

The principle of contractual freedom, encapsulated in Article 1338 of the Indonesian Civil Code, asserts that any agreement made is valid for the parties who create it and serves as law for those parties. Article 1338 regulates fundamental principles of agreements, which include the principle of pacta sunt servanda. Article 1338, paragraph (1) of the Indonesian Civil Code states that all agreements

[40] BudiSantoso, "Alternative Solution on the Execution of Court's Verdict Within Employment Termination Dispute," *Yuridika* 33, no. 3 (2018): 374.

made in accordance with the law are binding as laws for the parties who enter into them. The term *pacta sunt servanda* is derived from Latin, meaning "agreements must be kept."[41] This principle underscores the obligation of parties to honor their agreements, establishing a foundation for legal predictability and stability in contractual relations.[42]

Additionally, Article 1338 of the Indonesian Civil Code emphasizes that agreements must be executed in good faith. The concept of good faith encompasses both objective and subjective interpretations. Objectively, it requires that the agreement be performed in accordance with moral standards and propriety. Subjectively, it reflects the internal disposition of a person that aligns with ethical norms and appropriateness. These principles highlight that the freedom to contract is not absolute; it is constrained by legal regulations. Such limitations are specified in Article 1337 of the Indonesian Civil Code, which mandates that agreements must adhere to the law, morality, and public order. This framework ensures that while parties have the liberty to form agreements, they are also held accountable to broader societal standards and legal norms.[43]

In practice, these principles create a balanced environment for contractual relationships. They not only protect the interests of individual parties but also uphold the integrity of the legal system by ensuring that agreements do not contravene public policy or ethical standards. By mandating good faith and adherence to laws, the Civil Code fosters a culture of trust and accountability among contracting parties, which is essential for the stability and predictability of commercial transactions. Furthermore, in the context of dispute resolution, the principles set forth in Article 1338 provide a basis for judicial enforcement of agreements. Courts are guided by these principles when adjudicating cases involving contractual disputes.[44] The expectation that parties will adhere to their agreements underpins the judiciary's ability to enforce contracts effectively. Should a dispute arise, the courts can impose legal remedies, such as enforcing the terms of the agreement or awarding damages for breach, thereby upholding the principle

[41] Emilian Ciongaru, "Theory of Imprevision, a Legal Mechanism for Restoring of the Contractual Justice," *Procedia-Social and Behavioral Sciences* 149 (2014): 175.

[42] Ciongaru, "Theory of Imprevision," 176. See also, Silvia Crafa et al., "Pacta sunt servanda: legal contracts in Stipula," *Science of Computer Programming* 225 (2023): 3; Catherine Kessedjian, "Competing approaches to force majeure and hardship," *International Review of Law and Economics* 25, no. 3 (2005): 416.

[43] Faizal Kurniawan, Xavier Nugraha, and Ardhana Christian Noventri, "Auction Winner as a New Criteria in The Concept of Good Faith Buyen in Indonesia," *Jambe Law Journal* 4, no. 2 (2021): 172. See also, Dolot Alhasni Bakung, Zamroni Abdussamad, and Mohamad Hidayat Muhtar, "The Principle of Freedom of Contract in Agricultural Product Sharing based on Islamic Law," *Jambura Law Review* 4, no. 2 (2022): 345.

[44] Sugeng and Adi Nur Rohman, "Legal Protection for Recipients of Foreign Franchise Rights in Indonesia," *Indonesia Law Review* 9, no. 2 (2020): 37–62.

of *pacta sunt servanda*. This shows that the binding nature of agreements as articulated in Article 1338 of the Indonesian Civil Code reflects the legal equivalence of contracts and laws. The principles of *pacta sunt servanda* and good faith serve as cornerstones of contract law, promoting ethical conduct and accountability among contracting parties.[45] While parties are free to negotiate the terms of their agreements, they must do so within the framework of legality, morality, and public order, ensuring that contractual freedom aligns with societal values and norms. This balance is essential for fostering a robust legal environment that protects the rights and obligations of all parties involved.[46]

In relation to the peace agreement reached by the disputing parties to prevent the case from proceeding to court, the dispute should ideally conclude at this stage. The parties are expected to comply with and implement the provisions outlined in the peace agreement. Thus, the peace agreement acts as a law for the parties involved, and if each party fulfills their obligations in good faith, the dispute will be considered resolved. However, it is important to note that a peace agreement does not carry the same weight as a court decision that has permanent legal force. A court decision with permanent legal force (*in kracht van gewijsde*) means that if one party fails to comply with the decision, the other party can petition the court to enforce compliance through execution. In contrast, although a peace agreement can resolve a dispute, it does not possess the same enforceability as a court decision. This means that if one party does not adhere to the terms of the peace agreement, the injured party cannot seek court enforcement of the agreement but can file a lawsuit for breach of contract. A peace deed that has executory power is referred to as a peace decision. This type of peace deed is established by the disputing parties in court and then submitted to the judge for confirmation as a decision. The judge will base the ruling on the contents of the peace deed. Consequently, there are no legal remedies, such as appeals or cassation, available against a peace decision. If one party fails to implement the decision, the injured party can request enforcement of the decision through execution.[47]

Civil peace agreements have a strong legal basis in the Indonesian legal system, as regulated in the Civil Code and related laws and regulations. Article 1851 paragraph (2) of the Civil Code states that a peace agreement is only valid if it is made in writing, and this makes it a legally binding peace agreement. Civil peace agreements provide an alternative dispute resolution outside of litigation, facilitating peaceful dispute resolution and avoiding court proceedings. However, if the peace agreement is not implemented, the injured party must file a lawsuit for

[45] Mosgan Situmorang, "The Power of Pacta Sunt Servanda Principle in Arbitration Agreement," *Jurnal Penelitian Hukum De Jure* 21, no. 4 (2020): 448.

[46] Abdulkadir Muhammad, *Hukum Perusahaan Indonesi* (Bandung: Citra Aditya Bakti, 2010), 231.

[47] Aslan Noor, "Case Settlement of Nominee Agreement as A Mode of Land Tenure for Foreign Nationals in Indonesia," *International Journal of Criminal Justice Sciences* 16, no. 2 (2021): 178.

breach of contract, not for execution of the peace agreement. This shows that peace agreements function as a solution to dispute resolution, but their implementation still requires compliance from all parties and, in some cases, further law enforcement. Overall, civil peace agreements play an important role in the Indonesian legal system as a more flexible dispute resolution mechanism, but still require attention and understanding of the legal force and its implications to ensure that the agreement is truly effective in resolving disputes.[48]

The formulation of a peace decision also has binding legal force for the disputing parties. There are two forms of binding force related to peace mediation: first, the deed of *van dading*, which carries binding force, and second, a situation in which there is no binding force, such as when the parties reach only a peace agreement without formalizing it into a peace decision. The deed of *van dading* is a peace agreement regulated under Article 1851 of the Indonesian Civil Code and Article 130 of the Indonesian Civil Procedure Code (HIR). Article 1851 of the Indonesian Civil Code defines a peace agreement as an agreement wherein, by surrendering, promising, or withholding an object, both parties terminate a case currently being examined by the court or prevent the emergence of a case if made in writing. In the mediation process, effectiveness is enhanced by two-way communication that facilitates mutual advice and input, rather than merely exchanging documents. It is evident that the resolution of disputes can be achieved through out-of-court negotiations among the parties. The role of the judge in this context is minimal, limited to issuing a court decision that requires the parties to comply with the terms of the agreed peace deed. These values of justice serve as the foundation for relationships between countries and nations worldwide. These principles aim to establish order in international relations based on the independence of each nation, the pursuit of eternal peace, and social justice in communal life.[49]

Overall, the findings show that civil peace agreements have a strong legal basis in the Indonesian legal system, as regulated by the Civil Code and related laws and regulations. Article 1851, paragraph (2), of the Civil Code states that a peace agreement is only valid if made in writing, rendering it a legally binding instrument. Civil peace agreements offer an alternative dispute resolution mechanism outside of litigation, facilitating peaceful resolution and avoiding court proceedings. However, if a peace agreement is not implemented, the injured party must file a lawsuit for breach of contract rather than seek enforcement of the peace agreement. This indicates that peace agreements serve as a solution for dispute

[48] Faizal Kurniawan et al., "The Principle of Balance Formulation as the Basis for Camcellation of Agreement: An Effort to Create Equitable Law in Indonesia," *Lex Scientia Law Review* 6, no. 1 (2020): 122. See also, Ermanto Fahamsyah, Iswi Hariyani, and Ance Rimba, "Regulating Pet Insurance in Indonesia," *Lentera Hukum* 7, n. 1 (2020): 56.

[49] Hasyim, "A Reconstruction," 141.

resolution, but their effectiveness relies on compliance by all parties and, in some cases, further law enforcement measures.

4. Conclusion

In conclusion, this research highlights the critical role of civil deeds of settlement in the Indonesian legal system, particularly in the context of dispute resolution. By analyzing relevant legal frameworks, including Articles 1851 of the Civil Code and Article 130 of the Het Herziene Indonesisch Reglement (HIR), it is evident that these agreements serve as a valuable mechanism for resolving conflicts outside of traditional litigation. The study underscores the necessity of good faith in mediation processes, emphasizing that the success of dispute resolution heavily relies on the willingness of all parties to engage constructively. The legal binding nature of civil peace agreements is reinforced through their documentation as peace deeds, which acquire the same legal force as court decisions when registered with the court. This aspect is vital, as it provides parties with assurance that their agreements will be upheld and enforceable, promoting a sense of security in their contractual relationships. The findings also reveal that while judges play a minimal role in the enforcement of these agreements, they are essential in facilitating mediation and ensuring that parties explore amicable resolutions.

Furthermore, the principles of contractual freedom and the doctrine of good faith, as articulated in Article 1338 of the Civil Code, lay the groundwork for the enforceability of these agreements. This research emphasizes that legal agreements are not just mere formalities; they embody the commitment of parties to abide by mutually agreed-upon terms. Ultimately, civil deeds of settlement contribute to a more efficient and just legal framework in Indonesia, fostering an environment where disputes can be resolved amicably, thereby reducing the burden on the judicial system. By reinforcing the importance of these agreements, the study advocates for their broader adoption and better understanding among legal practitioners and the public, ultimately enhancing the overall effectiveness of dispute resolution in Indonesia.

References

Abbas, Syahrizal. *Mediasi dalam Perspektif Hukum Syariah, Hukum Adat, dan Hukum Nasional*. Jakarta: Kencana, 2009.

Abubakar, Lastuti, Anita Afriana, Ramalinggam Rajamanickam, and Efa Laela Fakhirah. "Restorative Justice Approach in Corporate Dispute Resolution as Business Actor in Indonesia." *Journal of Indonesian Legal Studies* 9, no. 1 (2024): 187-216.

Alam, Azhar, Ririn Tri Ratnasari, Yusuf Wisnu Nugroho, and Putri Melaniya Utami. "Identifying Problems and Solutions of the E-Court System of Religious Courts in Indonesia: An Analytic Network Process Study." *UUM Journal of Legal Studies (UUMJLS)* 15, no. 2 (2024): 645-674.

Arifin, Zainal, Naufal Ghani Bayhaqi, and David Pradhan. "Urgency Supreme Court Circular Letter Number 2 of 2023 in the Judicial Process of Interfaith Marriage Registration." *Journal of Law and Legal Reform* 5, no. 1 (2024): 137-178.

Asikin, Zainal. *Hukum Acara Perdata di Indonesia*. Jakarta: Prenada Media, 2016.

Bakung, Dolot Alhasni, Zamroni Abdussamad, and Mohamad Hidayat Muhtar. "The Principle of Freedom of Contract in Agricultural Product Sharing based on Islamic Law." *Jambura Law Review* 4, no. 2 (2022): 344-358.

Christiani, Theresia Anita. "Normative and empirical research methods: Their usefulness and relevance in the study of law as an object." *Procedia-Social and Behavioral Sciences* 219 (2016): 201-207.

Ciongaru, Emilian. "Theory of Imprevision, a Legal Mechanism for Restoring of the Contractual Justice." *Procedia-Social and Behavioral Sciences* 149 (2014): 174-179.

Coser, Lewis A. "Social conflict and the theory of social change." *The British journal of sociology* 8, no. 3 (1957): 197-207.

Crafa, Silvia, Cosimo Laneve, Giovanni Sartor, and Adele Veschetti. "Pacta sunt servanda: legal contracts in Stipula." *Science of Computer Programming* 225 (2023): 102911.

Fahamsyah, Ermanto, Iswi Hariyani, and Ance Rimba. "Regulating Pet Insurance in Indonesia." *Lentera Hukum* 7, n. 1 (2020): 55–68.

Fajar and Achmad. *Dualisme Penelitian Hukum*, 36.

Fajar, Mukti, and Yulianto Achmad. "*Dualisme Penelitian Hukum Normatif dan Empiris*. Yogyakarta: Pustaka Pelajar, 2017.

Fitrianggraeni, Setyawati, Eva Fatimah Fauziah, and Sri Purnama. "Would Ratification of the Singapore Convention on Mediation Enrich Indonesian Mediation Culture?." *Arbitration: The International Journal of Arbitration, Mediation and Dispute Management* 90, no. 1 (2024), 44–61.

Fitrianggraeni, Setyawati, Eva Fatimah Fauziah, and Sri Purnama. "Dealing with Unsatisfactory Arbitral Awards: Observing the Grounds of Annulment of Arbitral Awards in Indonesia." *Journal of International Arbitration* 40, no. 6 (2023): 735–764.

Gerungan, Alexandra, Claudio Shallaby Adre, Fahmi Shahab, and Raymond Lee. "Mediation Ecosystem in Indonesia." *Revista Brasileira de Alternative Dispute Resolution-Brazilian Journal of Alternative Dispute Resolution-RBADR* 5, no. 9 (2023): 73-92.

Hanifah, Mardalena, and Meidana Pascadinianti. "Function of Non-Judge Mediators in Divorce Settlement Through Religious Courts." *Unnes Law Journal* 9, no. 2 (2023): 377-418.

Haq, Hilman Syahrial, Arief Budiono, and Sinung Mufti Hangabei. "Management of National Judicial System Control Based on Local Laws: A Case Study at the Mediation Center in Lombok, Indonesia." *Lex Localis* 19, no. 3 (2021): 485-501.

Haq, Hilman Syahrial, Arief Budiono, and Sinung Mufti Hangabei. "Management of National Judicial System Control Based on Local Laws: A Case Study at the Mediation Center in Lombok, Indonesia." *Lex Localis* 19, no. 3 (2021): 485-501.

Hasyim, Dardiri. "A Reconstruction of the Civil Code Article Based on the Value of Contractual Justice." *Jurnal Hukum Volkgeist* 4, no. 2 (2020): 139-147.

Hendrawan, Daniel, Hamid Mukhtar, and Pan Lindawaty Suherman Sewu. "Effectiveness of alternative dispute resolution in resolving investment disputes in developing countries: Analysis of ICSID cases in Indonesia and Nigeria." *IKENGA: International Journal of Institute of African Studies* 25, no. 2 (2024): 1-22.

Kessedjian, Catherine. "Competing approaches to force majeure and hardship." *International Review of Law and Economics* 25, no. 3 (2005): 415-433.

Kretzmer, David, and Eckart Klein, eds. *The concept of human dignity in human rights discourse*. Leiden: Brill, 2021.

Kriekhoff, Valerine JL. *Penyelesaian Sengketa Alternatif*. Jakarta: Gramedia Pustaka, 1999.

Kurniawan, Faizal, Xavier Nugraha, and Ardhana Christian Noventri. "Auction Winner as a New Criteria in The Concept of Good Faith Buyen in Indonesia." *Jambe Law Journal* 4, no. 2 (2021): 171-190.

Kurniawan, Faizal, Xavier Nugraha, Gio Arjuna Putra, Vicko Taniady, and Bart Jansen. "The Principle of Balance Formulation as the Basis for Camcellation of Agreement: An Effort to Create Equitable Law in Indonesia." *Lex Scientia Law Review* 6, no. 1 (2020): 121-156.

Kurniawan, M. Beni. "Implementation of Electronic Trial (E-Litigation) on the Civil Cases in Indonesia Court As a Legal Renewal of Civil Procedural Law." *Jurnal Hukum dan Peradilan* 9, no. 1 (2020): 43-70.

Kurniawan, M. Beni. "Implementation of Electronic Trial (E-Litigation) on the Civil Cases in Indonesia Court As a Legal Renewal of Civil Procedural Law." *Jurnal Hukum dan Peradilan* 9, no. 1 (2020): 43-70.

Losari, Junianto James. "Geography has little impact: a comparative study on the role of judges in Singapore and Indonesia in the taking of evidence in civil proceedings." *Asia Pacific Law Review* 32, no. 1 (2024): 190-212.

Magen, Stefan. "Philosophy of Law." In *International Encyclopedia of the Social & Behavioral Sciences*, 2nd ed., edited by James D. Wright, 24–30. Elsevier, 2015.

Maskanah, Ummi, Mohd Zakhiri Md Nor, and Aji Mulyana. "Application of the Principle of Justice in Non-Adjudicative Settlement of Banking Disputes from the Perspective of Islamic Law." *Jurisdictie: Jurnal Hukum dan Syariah* 15, no. 1 (2024): 207-244.

Muhammad, Abdulkadir. *Hukum Perusahaan Indonesia*. Bandung: Citra Aditya Bakti, 2010.

Musawwamah, Siti. "The Implementation of PERMA Number 3 of 2017 Concerning The Guidelines For Dealing With Women's Cases on Laws As an Effort of Women Empowerment In The Judiciary in Madura." *Al-Ihkam: Jurnal Hukum & Pranata Sosial* 15, no. 1 (2020): 67-92.

Nasrul, Muhammad Amrullah, Nurin Athirah Mohd Alam Shah, Wan Noraini Mohd Salim, and Devi Seviyana. "A Comprehensive Comparative Analysis of Mediation Practices in Indonesia and Malaysia." *Khazanah Hukum* 6, no. 1 (2024): 63-80.

Noor, Aslan. "Case Settlement of Nominee Agreement as A Mode of Land Tenure for Foreign Nationals in Indonesia." *International Journal of Criminal Justice Sciences* 16, no. 2 (2021): 177–190.

Nursusanti, Siwi. "Kekuatan hukum perjanjian perdamaian sebagai dasar pelaksanaan putusan pengadilan." Master Thesis, Faculty of Law, Universitas Indonesia, Depok, 2008.

Priamsari, Rr Putri A. "Exception of Mediation Procedure in Bankruptcy Cases According to Supreme Court Regulation Number 1 Year 2016." *Law Reform* 17, no. 1 (2021): 13-23.

Rahardianti, Anak Agung Istri Mas, and Dewa Nyoman Rai Asmara Putra. "Peranan Hakim Dalam Menetapkan Akta Perdamaian Menurut Hukum Acara Perdata." *Kertha Wicara* 10, no. 1(2020): 93-104.

Rosida, Heni, Aulia Maharani, Indah Maryani, Mikha Detalim, Ridwan Arifin, and Waspiah Waspiah. "Law Reform in Corporate Criminalization in Environmental Damage Cases in Indonesia." *Journal of Law and Legal Reform* 4, no. 4 (2023): 619–647.

Rumadan, Ismail, and Ummu Salamah. "Settlement Of Divorce Dispute Through The Forum Of Mediation In Judicial Institutions As An Effort Of Legal Protection For The Rights And Interests Of The Child Of Post-Divorce." *Syariah: Jurnal Hukum dan Pemikiran* 21, no. 2 (2021): 213-226.

Saifuddin, Achmad Fedyani. *Konflik dan integrasi: perbedaan faham dalam agama Islam*. Jakarta: Rajawali Pers, 1986.

Santoso, Budi. "Alternative Solution on the Execution of Court's Verdict Within Employment Termination Dispute." *Yuridika* 33, no. 3 (2018): 373-388.

Santoso, M. Agus. *Hukum, Moral, dan Keadilan: Sebuah Kajian Filsafat Hukum*. Jakarta: Kencana, 2014.

Sidik, Jafar, Oleg Orlov, Asep Rozali, and Dewi Sulistianingsih. "Choice of Arbitrators Regarding Dispute Settlement (Comparing Indonesia and Russia)." *Journal of Law and Legal Reform* 5, no. 1 (2024): 109-136.

Situmorang, Mosgan. "The Power of Pacta Sunt Servanda Principle in Arbitration Agreement." *Jurnal Penelitian Hukum De Jure* 21, no. 4 (2020): 447-457.

Sudiarawan, Kadek Agus, Putu Gede Arya Sumerta Yasa, Desak Putu Dewi Kasih, Nyoman Satyayudha Dananjaya, and Ni Ketut Devi Damayanti. "Formulation of Online Dispute Resolution in Realizing Fair Industrial Relations Dispute Settlement: A Comparative Study." *Jurnal IUS Kajian Hukum dan Keadilan* 12, no. 2 (2024): 227-248.

Sugeng, Sugeng, and Adi Nur Rohman. "Legal Protection for Recipients of Foreign Franchise Rights in Indonesia." *Indonesia Law Review* 9, no. 2 (2019): 37–62.

Sunarsi, Dessy, Yuherman Yuherman, and Sumiyati Sumiyati. "Effectiveness of Mediation Implementations in the Religious Courts of Indonesia." *International Journal of Innovation, Creativity and Change* 10, no. 3 (2019): 49–64.

Syukur, Fatahillah Abdul, and Dale Margaret Bagshaw. "When home is no longer "sweet": Family violence and Sharia court–annexed mediation in Indonesia." *Conflict Resolution Quarterly* 30, no. 3 (2013): 271-294.

Tambunan, Maria RUD, and Gabriel Muara Thobias Silalahi. "Resolving Conflicts Between Production Sharing Contracts and Tax Treaties in Indonesia." *Intertax* 52, no. 2 (2024): 154–162.

Triana, Nita. "Urgensitas Mediator Dalam Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama Purbalingga." *Law Reform* 15, no. 2 (2019): 239-257.

Turatmiyah, Sri, Joni Emirzon, and Y. Annalisa. "The Ineffectiveness of Mediation in Divorce Disputes: A Case Study in the Palembang Religious Court." *Asy-Syir'ah: Jurnal Ilmu Syari'ah dan Hukum* 56, no. 2 (2022): 351-377.

Ummah, Nurul, Fifik Wiryani, and Mokhammad Najih. "Mediasi Dalam Penyelesaian Sengketa Medik Dokter Dengan Pasien (Analisis Putusan Pn No. 38/Pdt. G/2016/Pn. Bna Dan Putusan Mahkah Agung No. 1550 K/Pdt/2016)." *Legality: Jurnal Ilmiah Hukum* 27, no. 2 (2019): 205-221.

Vidyapramatya, Nurindria Naharista, Emmy Latifah, Elfia Farida, and Antonius Alexander Tigor. "Authority of the Dispute Council in the Resolution of Construction Disputes in Indonesia." *Law Reform* 19, no. 1 (2024): 88–109.

Winarta, Frans Hendra. *Hukum Penyelesaian Sengketa*. Jakarta: Sinar Grafika, 2012.

Wulandari, Cahya, Esmi Warassih Pujirahayu, Edward Omar Sharif Hiariej, Muhamad Sayuti Hassan, and Juan Anthonio Kambuno. "Penal mediation: Criminal case settlement process based on the local customary wisdom of dayak ngaju." *Lex Scientia Law Review* 6, no. 1 (2022): 69-92.