

# Business Dispute Settlement Employment Chartering Agreement In The Perspective Of Legal Certainty

Iqbal Saputra<sup>1</sup> Kusbianto<sup>2</sup>, Ariman Sitompul<sup>3\*</sup>

Magister Hukum, Universitas Dharmawangsa, Medan, Indonesia.

---

## Abstract

The background of the problems in this thesis research is a business dispute agreement chartering Pekanbaru with a peace decision between Antony Simon melaawan LAI MEE YEK that can be resolved through the mediation process. In conducting the mediation process in court with a peace decision (deed of Vandading) in the Medan District Court in accordance with the mediation implementation procedure as stipulated in PERMA No. 1 of 2016. The problems discussed in writing this thesis is how the legal regulations in the settlement of business disputes on the tort of default, how the settlement of cases of tort of default with the occurrence of peace (Dading) by the Medan District Court and how the settlement of business disputes chartering Pekanbaru agreement with the Peace decision (deed Vandading) in Medan District Court. The research method used in the writing of this thesis is a type of normative-empirical legal research, by conducting doctoral research directly and using data collection tools in the form of interviews. Based on the results of research, the process of resolving default business disputes through a simple lawsuit based on perma number 4 of 2019 with a material lawsuit of at most Rp.500.000.000, - (five hundred million rupiah) in order to achieve legal certainty should be in the lawsuit the plaintiff appealed to the Chairman/panel of judges who examined and tried this case to put a temporary bail seizure (conservatoir beslagh) against the defendant's property both movable and immovable. In order to avoid greater financing and longer time in resolving this matter.

**Keywords:** Business Dispute, Deed Vandandig, Negotiation, Dispute Resolution

## 1. INTRODUCTION

Business actors in carrying out business activities, of course, want their business to run smoothly. However, not everything goes according to plan, sometimes unexpected things can happen, such as disputes arising due to misunderstandings in understanding existing agreements. In business activities, the parties interact with each other because of their interests and the parties are open to each other's interests. In the event of a civil dispute between the parties, the first option if faced with a business dispute, is a settlement through the courts. Everyone wants the dispute to be tried according to applicable law, beginning with the filing of a lawsuit in court, known as settlement by litigation. Business dispute resolution through litigation is seen as less profitable for business people. Not only

---

\*Email/Corresponding Author: ariman.sitompul@dharmawangsa.ac.id

large costs, long procedures, lack of trust from business people and the public towards neutrality in the litigation process cause business people not to choose the court as a means of dispute resolution.

Not only through litigation, investigation of business disputes such as trade, banking, business projects, infrastructure, and so on can also be resolved through an out-of-court investigation process. This process is an effort to rescue the dispute cooperatively. An out-of-court investigation is very different from the litigation process of resolving disputes. Alternative Dispute Resolution (ADR). Alternative Dispute Resolution is a dispute resolution institution of disputes or different decisions in which the process is being carried out by the parties. Conclusion of disputes outside the assessment according to Suyud Margono, independent of several figures, among others: (1) consultation; (2) negotiation; (3) mediation; (4) conciliation; (5) arbitration; (6) Good Office; (7) mini trial; (8) summary jury trial; (9) hiring a jury; and (10) med arb.

Mediation in its development, it is also functioned by the judiciary as a stage in resolving disputes, by presenting a third party as a mediator called a mediator, being neutral and not deciding, but actively dialoguing with the parties and directing to an agreement. The Mediator does not take sides but actively helps the parties find the core of the problem in the hope of realizing a peace agreement on the dispute at hand.

Increasingly competitive business developments demand more efficient and Effective Dispute Resolution. The business world wants a problem-solving system that can provide benefits to each party or known as a win-win solution. This will be difficult to realize in the litigation system because the judicial process is a win-lose, in this case as a form of implementing the principle of judicial power simple, fast, and low cost as stated in Article 2 Paragraph (4) of law no. 48 of 2009 on Judicial Power, one of the Supreme Court's efforts is to issue PERMA No. 1 of 2016 on mediation procedure in court as an improvement to Supreme Court Regulation No. 1 of 2008 on the mediation procedure in court because it is no longer effective.

The presence of PERMA Number 1 of 2016 aims for the parties to feel certainty, order, ease in the dispute resolution stage. This can be done by integrating mediation in the judiciary as an effort to resolve disputes. PERMA No. 1 of 2016 became the basis for the implementation of mediation in court, mediation became an inseparable process from the process of resolving cases in court. It is mandatory for the judge to follow the mediation procedure in court, if the judge is not willing to mediate, then the judge's decision is null and void (Article 3 Paragraph (3)). In considering a decision, it is mandatory for the judge to declare that a dispute has been resolved through mediation, including the name of the mediator in the case.

The Supreme Court considered that before proceeding in court, the litigants need to go through a dispute resolution process through mediation.

The mediation process is carried out at the first hearing and mediation is a solution to ease the burden on the court in overcoming the accumulation of cases. This process is considered to be cheaper and faster, and is considered to provide justice for the parties to the dispute and a satisfactory result from the settlement through a litigation process that tends to win or lose. In addition, the integration of mediation processes in the courts can strengthen the functions of the judiciary, in addition to the judicial function that is decisive.

Every case of a particular business dispute registered in the General Court, namely in the court of first instance, is required to undergo a mediation procedure first. Mediation as a dispute resolution in court is seen to have the hope of being empowered, even so with mediation in court this does not reduce the important role of the judicial process. Business disputes that can be submitted to the District Court include disputes that occur due to default (default) and unlawful acts (in the context of civil law). In this study, the authors only conduct the scope of business disputes in civil cases of default registered in the Medan District Court.

The use of mediation in resolving business disputes is a strategy that has many advantages, namely low cost, fast resolution, satisfactory results for the parties, favorable agreements, agreements that can meet the wishes of the parties and can be adjusted to the conditions of the parties in learning while practicing creative ways of dispute resolution. With a higher level of control, the results are significant and predictable, as well as empowering to the individual. Maintain a long-term relationship or end it in a more friendly way, a mutually beneficial solution, rather than simply accepting the result of a winning or losing decision.

Article 7 Paragraph (1) of Supreme Court Regulation No. 1 of 2016, explains that the litigants must first mediate. On the date set for the trial with the participation of both parties, the panel of judges accepting the civil case as well as the parties involved are obliged to carry out the mediation procedure in advance, before judging the civil case according to the law. with the procedure for examining civil cases in court.

The process of resolving business disputes through mediation can be effective in court, it largely depends on the expertise of the mediator, but today the role of the mediator in seeking peace for the parties before the trial is still considered ineffective. It is often associated with the failure of mediation, which is associated with the inability of the mediator to help the parties resolve the disputed dispute.

In view of the above, the assessment of business dispute resolution through mediation in the General Court is important, the consideration is that business dispute resolution through mediation is still far from expectations. Many civil cases, especially business disputes that enter the

General Court, one of which is in the Medan District Court, are very few that can be resolved through mediation.

Business disputes that are examined at this time is a business dispute between PT.NADIC, represented by its President Director ANTONY SIMON in accordance with notarial deed Number 1 of 2021 concerning the circular Decision Statement of the shareholders of PT.Nadic issued by Notary Hendro Chandra, SH., M.Kn, notary Pematang Siantar domiciled in Jalan Kartini in No. 11, Madras Hulu Village, Medan Polonia District, Medan City, North Sumatra province, against Lai Mee Yek where the business carried out by both parties is the construction of fences, Bridges, Gates and security guard posts in accordance with the work Cooperation Agreement Number: 01/SPK/VII/2023, dated July 20, 2023 and the work Value Addition Agreement dated October 13, 2023; PT.NADIC, represented by its president director ANTONY SIMON sued to PN Medan where the lawsuit process occurred through the peace deed of the medan District Court no. 08 / Rev.G.S/2024 / PN.Mdn.

## **2. RESEARCH METHOD**

This type of research is empirical juridical research. Empirical juridical research is a research method that combines elements of law (juridical) with the scientific method (empirical) in conducting research. Empirical juridical research aims to answer a legal problem by collecting empirical data, such as primary and secondary data, and analyzing them quantitatively and qualitatively. In this empirical juridical Research, researchers will collect data through interview techniques and document studies, then analyze the data using qualitative analysis methods. Qualitative research is a research procedure that produces descriptive data, namely what is stated by the informant in writing or orally, and real behavior. The research method used in this study is to observe, learn, and understand the situation and activities that occur in the field through interviews with resource persons.

## **3. RESULT AND ANALYSIS**

### **A. The Legal Position Of The Peace Deed Through The Determination Of Judges In Civil Proceedings**

Peace can be exercised outside the court and within the court. Peace that is done outside the court usually ask for help from friends or friends or the village chief. Meanwhile, what concerns peace in the court is regulated in Article 130 HIR/154 RBG. This article says:

- a) If on the appointed day of the hearing both parties are present, then the court with the mediation of the head of the siding tries to reconcile them.
- b) If peace is reached at the time of the trial, a peace deed is drawn up by which both parties are punished for carrying out the agreement;

the peace deed is in force and can be executed as an ordinary judgment.

c) Such a judgment cannot be appealed.

In addition, in PERMA No. 1 of 2002 also stated that the judge is obliged to encourage the parties to resolve the case through peace both at the beginning of the trial and during the examination of the case. This is in line with articles 65 and 82 of Law No. 7 of 1989 jo. Article 39 Of Law No. 1 of 1974 jo. Article 31 of Government Regulation No. 9 of 1975 on matters related to divorce, states that the judge must reconcile the parties before the verdict is handed down. The judge's efforts to reconcile the parties to the dispute can be carried out at each examination session. Because as the main actor of the judiciary, the position and role of the judge becomes very important, especially with all the authority he has.

Settlement of the case through peace, whether it is in the form of mediation, conciliation, expert determination, or mini trial mengandung various substantial and psychological benefits, the most important of which:

- a. Settlement is Informal, settlement through a conscience approach, not based on law. Both sides break away from the power of the legal term to a conscientious and moral approach. Moving away from doctrinal and evidentiary approaches towards mutually beneficial perceptual equality.
- b. Who resolves the parties ' own disputes, the settlement is not left to the Will and will of the judge or abiter, but is resolved by the parties themselves according to their will, because they are the ones who know better the real and true matter of the dispute at issue.
- c. The settlement period is short, generally the settlement period is only one or two weeks or at most one month, provided there is sincerity and humility from both parties. That's why it's called speedy (fast), between 5-6 weeks.
- d. Light cost so to speak, no expense is required. Although there are, very cheap or zero cost. This is the opposite of the judicial system or arbitration, must incur expensive costs (very expensive).
- e. The settlement process is confidential this thing that needs to be noted, settlement through peace, is really confidential or confidential: a) settlement closed to the public, B) who knows only the mediator, conciliator or advisor or expert who acts to assist the settlement. Thus, maintaining the good name of the parties in the Community Association. Not so the settlement through the court. Trials are open to the public that can degrade a person's dignity.
- f. The relations of the parties are cooperative because conscience speaks in the settlement, the settlement is based on cooperation, they do not beat the drums of war in hostility or antagonism, but in brotherhood and cooperation. Each of them dropped resentment and hostility.
- g. Communication and settlement focus in peace settlement materialize active communication between the parties. In that communication, the desire to correct past disputes and mistakes is radiated

towards a good relationship for the future. So through that communication, what they solve is not the past (not the past) but for the future (for the future). h. The intended result is the same as winning the sought and intended result of the parties in the peace settlement, it can be said to be very sublime: a) equally win the so-called Win-win solution concept, by distancing yourself from egoistic and greedy nature, willing to win alone, b) thus, there is nothing to lose and nothing to win or not winning or losing like a settlement through a court decision or arbitration. i. Free of emotions and resentment dispute resolution through peace, dampen high and turbulent emotional attitudes, towards an emotional-free atmosphere during the settlement and after the settlement is reached. Followed not resentment and hatred, but a sense of kinship and brotherhood.

Regarding the formal terms of the Peace decision, it refers not only to the provisions of articles 130 and 131 of the HIR, but also to other provisions, especially those regulated in Chapter XVIII, the third book of the civil code (articles 1851-1864). In this regard, the following will be discussed:

a. The peace agreement ends the case the first condition, the peace agreement must end the case completely and completely. Nothing should be left behind. Peace should bring the parties apart from the whole dispute. Nothing is disputed anymore because everything has been arranged and formulated in the settlement agreement. As long as there is still something that has not been resolved in the agreement, the Peace decision confirmed in the form of establishing the peace deed contains a formal defect, since it contradicts the requirements specified in Article 1851 of the Civil Code. Therefore, if this condition is connected with the mediation process outlined by PERMA No. 2 of 2003, the judge must really pay attention to this, when asked for confirmation into a peace deed. If it turns out that the parties did not completely end the litigated dispute, the judge may refuse to ratify it into an act of reconciliation.

b. Agreement on peace in the form of Written second formal requirements outlined in Article 1851 of the Civil Code, regarding the form of agreement: (a) must be in the form of a written: It can be a deed under hand (onderhandse acte), which is signed by both parties and can also take the form of an authentic deed. (B) there is no consent in the oral form. c) any peace agreement not made in writing, declared invalid. This threat, expressly stated in Article 1851 paragraph (2) of the Civil Code: consent is not valid unless it is made in writing. Taking into account such provisions, the law prohibits accepting a peace agreement submitted orally by the parties. It is not permissible for verbal consent to be further strengthened in the determination of the peace act. Regarding this matter, Article 11 paragraph (1) of PERMA is in line with Article 130 HIR and Article 1851 of

the Civil Code, which requires that the agreement must be formulated in writing.

c. The party to the peace agreement is the one who has the power of these terms with regard to the provisions of the agreement provided for in Article 1320 2nd Jo. Article 1330 of the Civil Code. Although Article 1320 of the Civil Code uses the term incompetent and article 1852 the term has no authority, the same meaning is that those who act to make it, do not have the power to it (unauthorized), because the person concerned does not have the position and capacity as a *persona standi in judicio*. In general, people who are classified as incompetent or powerless to make approval under Article 1330 of the civil code, consisting of: (a) an adult, and B) persons under guardianship.

However, the meaning of the one who does not have the power to make peace, is broader than that. Covering legal entities that have not received approval from the Minister of Justice and human rights, it is considered that they do not have the power to make peace agreements on behalf of the company (PT) concerned. For example, the decision of MA No. 1944 K/Pdt / 1991 asserts, a deed of peace agreed plaintiff and defendant in a civil lawsuit dispute in PN, then the agreement was passed by the judge by pouring or confirming in the decision of the deed of peace, if later it turns out in the deed there is an error in *persona*, the peace agreement under Article 1859 of the Civil Code, is not valid because there is an oversight on his part. As a result of the law, the agreement cannot be used as a basis for carrying out the execution. As it turned out, the AD of the company has not been approved by the Minister of Justice, therefore, the company does not yet have the status of a legal entity. Thus to be withdrawn as a defendant must be the entire manager as an individual. Then the peace agreement that must be drawn up as a defendant must be the entire management as an individual. Then the peace agreement made between the plaintiff and on behalf of the company is not valid, because the company does not have the power to do so, because the authority is the entire management of the company.

d. All parties involved in the matter participate in the peace agreement the other formal conditions involved in the agreement shall not be less than the parties involved in the matter. All persons acting as claimants and persons drawn as defendants shall all take part as parties to the peace agreement. So that the parties can submit a peace agreement to the judge to be upheld in the form of a peace deed.

In the trial of a civil case, before the examination of the subject matter of the lawsuit by the panel of judges, the judge must first reconcile the litigants. According to Article 130 HIR (*Herziene Indonesisch Reglement*), if on the appointed day of the hearing both parties are present, the district

court with the help of the chairman tries to reconcile them. If peace is achieved then it is made in a deed (letter), where both parties are punished for keeping the agreement made. The deed has the same legal force as an ordinary court decision.

According to Yahya Harahap, in practice the judge's attempt to reconcile the parties to the dispute was more of a mere formality. Articles 130 and 131 HIR in their implementation have not been effective enough to increase the number of peace in disputes and reduce the pile of cases in the Supreme Court. The lack of effectiveness of these articles in creating peace, is the motivation for the establishment of more coercive technical regulations (imperative). With that motivation, then the Supreme Court (MA) established the Supreme Court Regulation (PERMA) No. 2 of 2003 which is a further implementation of articles 130 and 131 HIR, which expressly integrate the mediation process into the proceedings in court. The coercive nature of the PERMA is reflected in Article 12 paragraph (2), where it is explained that the new court is allowed to examine the case through the ordinary civil procedure law if the mediation process fails to produce an agreement.

According to Article 13 of PERMA, if mediation fails, then everything that happens during the mediation process cannot be used as evidence. In addition to all documents must be destroyed, the mediator is also prohibited from being a witness to the case parties who are not capable of being witnesses. Statements or confessions arising in the mediation process, can not be used as evidence of the trial of the case in question or other matters. As mentioned earlier, the form of peace must be written. This condition is coercive, so there is no peace agreement if it is carried out by oral means in front of authorized officials. The peace deed must be made in writing in accordance with the format established by the applicable provisions. When viewed in terms of the form of a peace agreement that is associated with the level of the way of making the peace agreement itself, two forms of peace agreement can be distinguished, namely the Peace decision and the peace deed.

#### B. Legal Certainty In Business Dispute Settlement Employment Chartering Agreement By The Medan District Court In Case No. 08 / Rev.G.S/2024 / PN.Mdn

The theory of legal certainty in society is needed for the establishment of order and Justice. Legal uncertainty will cause chaos in people's lives and every member of the community will do to each other as they please and act vigilante. This kind of existence makes life in an atmosphere of social chaos.

Laws without a certain value will lose meaning because they can no longer be used as a guide to behavior for everyone. There is a legal adage that reads "Yam Jus Incertum, Ibi Jusnullum " (where there is no legal certainty, there is no law). There are three things related to the meaning of



legal certainty, Namely: a. The law is positive meaning that it is legislation (Gesetzliches Recht) b. The law was based on facts (Tatsachen), not a formulation about the judgment that would later be made by the judge, such as good will or decency c. The fact must be formulated in a clear way so as to avoid confusion in meaning, while also making a concrete truth.

The theory of legal certainty is used in this study to answer the business Dispute Settlement Agreement chartering work by the Medan District Court in case No. 08 / Rev.G.S/2024 / PN.Mdn. When associated with the title of this study, in order to achieve legal certainty, the community makes an agreement in a civil law Traffic, one of which is the legal certainty of the peace deed (Acte Van Dading) made before a notary and the peace deed made by the Mediator in court, as then the deed can guarantee the legal certainty of the parties, so that it no longer causes disputes in the future.

Based on lawsuit Case No. 08 / Rev.G.S/2024 / PN.Mdn, that the plaintiff (PT.NADIC, represented by its President Director Antony Simon in accordance with notarial deed Number 1 of 2021 concerning the circular Decision Statement of the shareholders of PT.Nadic issued by Notary Hendro Chandra, SH.,M.Kn, notary Pematang Siantar, domiciled in Jalan Kartini in No. 11, Madras Hulu Village, Medan Polonia District, Medan City, North Sumatra province) and the defendant (Lai Mee Yek, address Jln.Princess Green No.118 LK. XXIV, Kesawan Village, West Medan District, Medan City, North Sumatra province) has signed a cooperation agreement for the construction of fences, Bridges, Gates and security guard posts Number: 01/SPK/VII/2023, dated July 20, 2023 and an agreement on adding the value of the work dated October 13, 2023; that in the agreement it was agreed that the defendant as the employer appointed the plaintiff as the recipient of the work to carry out; That it is agreed that the value of the work to be paid by the defendant to the plaintiff is Rp.948.400.000, - (nine hundred forty eight million four hundred thousand Rupiah) by way of payment pertermin namely:

- a. The first term of 20% (twenty percent) of the contract value at the time the contract agreement is agreed;
- b. b. Second term of 25% (twenty-five percent) of the contract value at the time of employment reached 40 % (forty percent);
- c. Third term of 25% (twenty-five percent) of the contract value when the work reaches 70% (seventy percent);
- d. Fourth term of 20 (twenty percent) of the contract value when the work reaches 100% (one hundred percent);
- e. Retention of 10% (ten percent) is paid twice during the maintenance period, namely: payment of 5% (five percent) in the third month since the work reaches 100% (one hundred percent) and repayment of 5%

(five percent) in the sixth month since the work reaches 100% (one hundred percent);

Furthermore, the agreement to increase the value of the work between the plaintiff and Terguat is Rp.136.600.000,- (one hundred thirty-six million six hundred thousand rupiah), which to date has not been paid by the defendant; The agreement made between the plaintiff and the defendant as referred to the cooperation agreement on the construction of fences, Bridges, Gates and security guard posts Number: 01/SPK/VII/2023, dated July 20, 2023 and the agreement on the addition of work value dated October 13, 2023 has been made based on the provisions of Article 1320 of the Civil Code, namely legal competence, the existence of an agreement, the object of the agreement and the object of the agreement does not violate the law so that under the provisions of Article 1338 of the Civil Code, the agreement made legally applies as law for both. Therefore, the cooperation agreement on the construction of fences, Bridges, Gates and security guard posts Number: 01/SPK/VII/2023, dated July 20, 2023 and the agreement on adding work value dated October 13, 2023 are legally justified to be declared valid and have legal force.

The plaintiff has completed the work referred to in Article 5 the agreement is 90 (ninety) calendar days, as of October 17, 2023 so that it should be based on Article 4 Number 4 of the agreement, the defendant must make a fourth term payment to the plaintiff in the amount of 20% (twenty) percent of the contract value, which is Rp.948.400.000, - (nine hundred forty eight million four hundred thousand Rupiah) so that the calculation of the payment of money to be made by the defendant is as follows;

- a. Payment of the fourth term in accordance with Article 4 point 4 of the agreement amounting to Rp.948.400.000, - x 20% (twenty percent) so that the total material loss to be paid by the defendant to the plaintiff is equal to = Rp.189.680.000, - (one hundred eighty nine million six hundred eighty thousand rupiah);
- b. The addition of the value of the work between the plaintiff and Terguat is Rp.136.600.000,- (one hundred thirty six million six hundred thousand rupiah);

So that the total to be paid by the defendant to the plaintiff is Rp.326.280.000, - (three hundred twenty six million two hundred eighty thousand rupiah); Furthermore, the plaintiff has collected payments to the defendant and also has a subpoena to request collection to the defendant, but the defendant does not pay what the plaintiff asks for for various reasons that are not relevant to attributing a job that is not included in the employment contract or other agreement so that by not paying the results of the work; so that the defendant has been proven to be in default of the plaintiff, giving rise to the normative right for the plaintiff to demand

payment and compensation as referred to in Article 1243 of the Civil Code and Article 1267 of the Civil Code, which reads as follows;

- a. Article 1243 of the Civil Code “ ” reimbursement of expenses, losses and interest due to the non-fulfillment of an engagement begins to be required, if the debtor, even if it has been declared negligent, remains negligent to fulfill the engagement, or if something that must be given or done can only be given or done within a time that exceeds the specified time”
- b. Article 1267 of the Civil Code “the party against whom the engagement is not fulfilled, may choose, force the other party to fulfill the agreement, if it can still be done, or demand the cancellation of the agreement with reimbursement of costs, losses and interest.

That in relation to the value of material losses that the plaintiff suffered only Rp.326.280.000, - (three hundred twenty-six million two hundred eighty thousand rupiah) so that the A quo lawsuit has met the requirements for filing a simple lawsuit as intended by Article 3 Paragraph (1) of Supreme Court Regulation No.4 of 2019 on amendments to Supreme Court Regulation No. 2 of 2015 on the procedure for the settlement of a simple lawsuit, which is as follows; “A simple lawsuit is filed against a case of injury to a promise and / or unlawful act with a material claim of at most Rp.500.000.000, - (five hundred million rupiah).

Material losses and interest in cash and at once to the plaintiff with the following details:

- a. Material losses (*feitelijke schade*) of Rp.326.280.000, - (three hundred twenty six million two hundred eighty thousand rupiah);
- b. Interest = Rp.19.576.800, - (nineteen million five hundred seventy six thousand eight hundred rupiah) per year calculated from October 2023 until this decision has permanent legal force;

In the act of peace No. 08 / Rev.G.S/2024 / PN mentioned that the defendant has made payment of obligations / debts to the First party of Rp. 210. 544,800 (two hundred ten million five hundred forty four thousand eight hundred rupiah) on January 25, 2024 and the plaintiff acknowledges having received the above amount of money means that there is a difference in the amount of payment / material loss at the time of the lawsuit and after the actual peace agreement in which there has been a negotiation process and both parties agree. So that the payment has been made by the defendant, the parties agree to declare the debt/receivable problem between the two has been resolved peacefully and end case No. 08 / Rev.G.S / 2024 / PN with peace.

In the settlement of the case to ensure that the plaintiff's claim is not nil, the plaintiff should ask the Chairman/panel of judges who examined and tried this case to put a temporary security seizure (*conservatoir beslag*)

on the defendant's property, both movable and immovable, especially the defendant's office located at Jln.Princess Green No.118 LK. XXIV, Kesawan Village, West Medan District, Medan City, North Sumatra province. In order to avoid greater financing and longer time in resolving this case, please ask the Chairman/panel of judges who examined and tried this case to be able to decide with a verdict immediately (uit voerbar bij vorrad).

Based on the above issues, at the first hearing under Article 130 HIR/154 Rbg The Judge carries out his obligation to ask both parties to mediate in accordance with PERMA No. 1 of 2016 on mediation procedures. Based on the agreement of both parties, they agreed to mediation in court which was facilitated directly by a Mediator Judge appointed directly by the court in the presence of mediator Sulhanuddin, SH.,M.H, Medan District Court judge that they agreed to implement the peace in which the items of the peace that has been agreed upon have been poured and recorded directly by the court Mediator into the peace agreement in writing. (Execution), and convict the defendant to comply with this decision and convict the defendant to pay the costs of the case arising from this case. Based on these descriptions along with the evidence shown and shown by the plaintiff, it was clear that the defendant had been negligent in carrying out his obligations to the plaintiff and was declared to have broken his promise (default).

The result of the mediation resulted in a peace agreement that will be submitted to the presiding judge at the next hearing to be read and proven that both parties have agreed to make peace through mediation and to prove that the mediation has been successfully implemented and become the basis for the judge to decide the case. Then, upon the approval of both parties, the peace agreement will be ratified into a peace deed by the judge which will become a unity with the court decision.

The Medan District Court of Special Class IA, which examines and adjudicates civil cases of lawsuits in the first instance, has handed down a verdict in the form of a deed of peace/ Acta Van Dading. Then the judge tried the civil case number 08 / Pdt.G.S / 2024 / PN which is to punish both the plaintiff and the defendant to comply with and implement the peace agreement letter dated January 16, 2024 which has been mutually agreed upon, in the presence of mediator Sulhanuddin, SH.,M.H Medan District Court judge, then sentenced both parties to obey the agreement that has been obeyed and sentenced the plaintiff to pay the entire cost of this case in the amount of Rp.241.000, - (two hundred forty one thousand rupiah).

The analysis of the above case is that the dispute resolution procedure conducted by litigation through mediation is peacefully resolved under the auspices of the Judiciary. In the 1945 Constitution, Article 22 states that the judicial system is under the power of the Supreme Court and the judicial bodies under it. The dispute resolution procedure in court is formal and

refers to PERMA No.1 of 2016 and also pay attention to Article 130 HIR/154 Rbg. And the parties have also established a Mediator Judge as a Mediator who facilitates the course of negotiations. The selection of litigation settlement procedures that are open can be a benchmark for the parties if they want to resolve it in court, because of the openness of the community will easily know the issues that occur between the disputants because it will affect a person's track record both in business and in public life, especially to the defendant as in the case above.

The analysis of the above cases also proves the high cost of litigation dispute resolution due to all costs incurred for Honorium Advocates/Legal Advisors and courts other than those obtained in the approved peace agreement.. As for involving the peace agreement as outlined by the Mediator Judge in court, it is in accordance with the request of the parties and with the agreement of both parties, the peace agreement will also be strengthened into a peace deed (Acte Van Dading) which becomes one unit with a court decision in the form of a peace decision. For this reason, the panel of judges determines and gives a decision headed "for justice based on the Supreme God" in the sense that the decision has legal force that can be implemented. and judge by punishing the parties to obey and keep the peace that has been agreed. In the event that one of the parties does not execute the contents of the agreement, the injured party may ask the court to execute through the bailiff of the court. Thus the peace deed can provide legal certainty for the parties.

Analysis of the above Court decision there is a side of the lack of the plaintiff's application to the Chairman / panel of judges who examined and tried this case did not put a temporary bail seizure (Conservatoir Beslagh) against the defendant's property both movable and immovable, especially the defendant's Office is located at Jln.Princess Green No.118 LK. XXIV, Kesawan Village, West Medan District, Medan City, North Sumatra province is not included in the verdict. But it is only the good intentions of the defendant to pay the debt that must be paid to the plaintiff that has been agreed. Because there is no mention of important points such as handing over goods or placing a security deposit, it will be difficult to carry out the execution. If so, the story must be returned to court and sued again, because in the peace deed it is not stated what should be done to be executed. However, it will be a different story if it is included confiscation of collateral, handing over an item, or paying a fine if the payment is bad, the consequence is that if one of the parties does not obey or carry out the specified fulfillment voluntarily, it can be requested execution to the District Court. At the request of the chairman of the District Court will carry out the execution in accordance with the provisions of Article 195 HIR. This means that no one can delay an execution that has permanent legal force to be

carried out, except by peaceful means and the implementation of the decision under the leadership of the chairman of the District Court who is at the first level of examination of the case. The intervention of the court in the fulfillment of court decisions voluntarily intended to avoid the uncertainty of law enforcement. The period of voluntary execution of the decision by the defeated party is not provided for in the legislation. If the judgment is not executed, the winning party may impose the execution of the execution by applying to the court.

#### **4. CONCLUSION**

Providers of goods and services need to make more mature considerations and calculations on the project to be implemented, both from tools, materials, estimates of the cost, so that the project can be completed on time in accordance with the value of the contract even though the agreement does regulate the penalty for delay. There is also a need for supervision and participation of community members in the implementation of goods and services procurement agreements to prevent irregularities in their implementation. Procurement of goods and services in the state-owned enterprises is a common thing to be able to support the company's operational performance. However, in terms of procurement of goods and services that are bound in the agreement sometimes there is a dispute between the provider and the user of the goods/services, one of which is a dispute between CV. Marendal Mas with PT. Angkasa Pura II (Persero) branch of Kualanamu Airport in terms of procurement and installation of air conditioning (Air Conditioner) at Garbarata Kualanamu International Airport is a case of unlawful acts (Onrechtmatige Daad). Where CV. Marendal Mas believes that he has done the work in accordance with the agreement even though there is a delay in work, but PT. Angkasa Pura II (Persero) Kualanamu Airport Branch did not immediately carry out the payment resulting in CV. Marendal Mas took the legal step of the lawsuit to the court until the Cassation legal effort stage to the Supreme Court.

The Peace Act No. 08 / Rev.G.S/2024 / PN.Mdn the position of the peace deed can provide protection and legal certainty for the parties to the dispute. The signed peace deed shall be binding on the parties to the parties and the peace deed shall have executorial power. So that no appeal or Cassation can be requested. This provides legal certainty and legal protection for the parties on the other hand while Justice is obtained by a win-win solution which is the will of the parties ' agreement. Dispute resolution procedures can be implemented with peace efforts through mediation procedures beginning with filing a lawsuit in court where the panel of judges requires the parties to the dispute to reach peace at the beginning of the trial assisted by a mediator. When peace is reached, the event ends and the panel of judges assisted by the clerk makes the deed of

peace (certificate of reconciliation) between the parties to the case that contains the contents of peace.

## REFERENCE

### Book:

- Abdul Ghofur Anshori, "Filsafat Hukum Sejarah, Aliran Dan Pemaknaan", Yogyakarta: Gadjah Mada University Press, 2006.
- Abdul Manan, Penerapan Hukum Acara Perdata Di Lingkungan Peradilan Agama, Kencana, Jakarta, 2006.
- Abdulkadir Muhammad, Hukum Perusahaan Indonesia, Bandung : Citra Aditya Bakti, 2010.
- Amiruddin dan Zainal Asikin, *Pengantar Metode Penelitian Hukum*. Edisi. Satu, Cetakan Ketujuh. Rajawali Pers, Jakarta, 2013.
- Ariman Sitompul. *Metode Penelitian Hukum Normatif*. Malang: Mazda Media, 2022.
- Bambang Waluyo. 1996. *Penelitian Hukum Dalam Praktek*, Jakarta: Sinar Grafika, 1996.
- Dean G Pruitt, Konflik Sosial, Yogyakarta, PustakaPelajar, 2004.
- Efa Laela fakhriah, Kapita Selekta Hukum Acara Perdata Indonesia.tt.
- Gustav Radbruch dikutip oleh Shidarta, Putusan Hakim: Antara Keadilan, Kepastian Hukum, dan Kemanfaatan, dari buku Reformasi Peradilan dan Tanggung Jawab Negara, Komisi Yudisial, Jakarta, 2010
- Hilman Hadikusuma, "Metode Pembuatan Kertas Kerja atau Skripsi Ilmu Hukum", Bandung: Mandar Maju, 2016.
- Ismail Rumadan, Efektivitas Pelaksanaan Mediasi di Pengadilan Negeri, Puslitbang Hukum dan Peradilan Badan Litbang Diklat Kumdil Mahkamah Agung RI, Jakarta, 2017.
- Jhonny Ibrahim, *Teori Dan Metodologi Penelitian Hukum Normatif*, Pustaka Pelajar, Jakarta, 2006.
- Jukup et al, Penegakan Hukum Yang Berkeadilan Dalam Pemeriksaan Perkara perdata di Pengadilan Berdasarkan Hukum Acara Perdata Yang Pluralistik, Jurnal Hukum Acara Perdat ADHAPER, Vol 2 No. 2 Juli-Desember 2016.
- Kusnu Goesniadhie S., Harmonisasi Hukum Dalam Perspektif Perundang-Undangan (Lex Specialis Suatu Masalah). Surabaya: Penerbit JPBooks, 2006.
- M. Hosen, Implementasi Sistem Small Claim Court Dalam Perkara Perdata Guna Mewujudkan Peradilan Sederhana, cepat dan Biaya Ringan di Pengadilan Negeri Jambi, Hasil Penelitian, LPPM Univ Jambi, 2017.
- M. Solly Lubis, "Filsafat Ilmu dan Penelitian", Bandung: Mandar Maju, 2014.
- Maskur Hidayat, Strategi dan Taktik Mediasi berdasarkan Perma No. 1 Tahun 2016 tentang Prosedur Mediasi di Pengadilan, Kencana, Jakarta, 2016.
- Moh. Taufik Makaro, Pokok-pokok Hukum Acara Perdata, PT Rineka Cipta, Jakarta, 2004.
- Muhammad Farouq dan Djaali, *Metodologi Penelitian Sosial*, Jakarta: PTIK Press, 2005.

- Nurnaningsih Amriani, *Mediasi Alternatif Penyelesaian Sengketa di Pengadilan*, Grafindo Persada, Jakarta, 2012.
- Palupi, Andang Permata Sih, *Akta Perdamaian di Luar Sidang dan Pelaksanaannya*, Tesis Magister Kenotariatan Universitas Diponegoro, 2008.
- Permono dan Rosmidah, *Penerapan tehnik Mediasi Sebagai Alternatif Penyelesaian sengketa pertanahan di Kab. Muaro Jambi*, Hasil Penelitian, LPPM Universitas Jambi, 2017.
- Peter Mahmud Marzuki, *penelitian hukum dalam peraturan perundangan*, 2006.
- Peter Mahmud Marzuki, *“Pengantar Ilmu Hukum”*, Jakarta: Kencana Pranada Media Group, 2008.
- Retnowulan Sutantio dan Iskandar Oeripkartawinata, *Hukum Acara Perdata dalam Teori dan Praktek*. Penerbit Mandar Maju, Bandung, 2009.
- Salim H.S. *Perancangan Kontrak & Memorandum of Understanding (MoU)*, Jakarta : Sinar Grafika, 2011.
- Shidarta, *“Meuwissen Tentang Pengembangan Hukum, Ilmu Hukum”*, Teori Hukum dan Filsafat Hukum, Bandung: Refika Aditama, 2007.
- Soejono dan Sri Mahudji, *Perlindungan Hukum Normatif Suatu Tinjauan Singkat*, PT. Raja Grafindo Persada, Jakarta, 1995.
- Soerjono Soekanto dan Sri Mamudji. *Penelitian Hukum Normatif Suatu Tinjauan Singkat*, Jakarta: RajaGrafindo Persada, 1995.
- Soerjono Soekanto, *Pengantar Penelitian Hukum*, Jakarta: UI Press, 1984.
- Subekti, *Aneka Perjanjian*, Bandung, Alumni, 1982.
- Sudikno Mertokusuko, *Hukum Acara Perdata Indonesia*, Cetakan Kelima, Yogyakarta : Liberty, 1998.
- Sugiyono, *“Memahami Penelitian Kualitatif”*, Bandung: Alfabeta, 2012.
- Supomo, *Hukum Acara Perdata Pengadilan Negeri*, Jakarta : Pradnya Paramita, 1985.
- Susanti Adi Nugroho, *Manfaat Mediasi sebagai Alternatif Penyelesaian Sengketa*, Kencana, Jakarta, 2019.
- Takdir Rahmadi, *Mediasi Penyelesaian Sengketa Melalui Pendekatan Mufakat*, Rajawal Pers, Jakarta, 2011.
- Yahya Harahap, *Ruang Lingkup Permasalahan Eksekusi Di Bidang Perdata*, Jakarta : Gramedia, 1988.
- Zainuddin Ali, *Metode Penelitian Hukum*. Edisi 1 (satu), Cetakan Pertama, Sinar Grafika, Jakarta, 2009.

**Peraturan Perundang-Undangan:**

PERMA No. 1 Tahun 2016.

UU No. 15 Tahun 2019 Tentang Perubahan atas UU No. 12 Tahun 2011 Tentang pembentukan Peraturan perundang-undangan

**Jurnal:**

Hartono Prasetyo, *Pembaharuan Hukum Perjanjian Sportentertainment Berbasis Nilai Keadilan*, Jurnal Pembaharuan Hukum , Vol I, No.I , 2017.

Sapto Budoyo, *Konsep langkah sistemik harmonisasi ahukum Dalam Pembentukan Peraturan Perundang-undangan*, Jurnal Ilmiah CIVIS, Vol. IV No. 2, 2014.



Sitompul, A., Gayo, S., & Mary, D. (2024). Mediation in the Settlement of Inheritance and Joint Property Matters in the Medan Religious Court. *International Asia Of Law and Money Laundering (IAML)*, 3(2), 34–39. <https://doi.org/10.59712/iaml.v3i2.85>

Mehrnaz Khoshgam, Ariman Sitompul, & Syarifuddin. (2024). The Characteristics of Modernism in Ian McEwan's Atonement. *Matondang Journal*, 3(2), 97-101. <https://doi.org/10.33258/matondang.v3i2.1108>

**Internet:**

Ali, Ketua MA Ingatkan Batas Waktu Penanganan Perkara, <http://m.hukumonline.com/berita/baca/It53675902b5a89/ketua-ma-ingatkan-batas-waktu-penanganan-perkaradiakses> 05 Mei 2024  
<https://www.djkn.kemenkeu.go.id/kpkn1-semarang/baca/artikel/15136/TATA-CARA-PENYELESAIAN-PERKARA-PERDATA-DI-PENGADILAN-NEGERI.html> 5mei 2024.