The Existance of the Acte Van Dading Against the Resolution of Civil Case Lawsuit for Breach of Contract Based on the Case Study of Acte Van Dading Number 97/Pdt.G/2023/PN Slt

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Abstract
The strength of a Settlement Agreement Act is equivalent to ha ruling issued by the court. The Settlement Agreement Act arises from a peace agreement made during the mediation process in front of a designated judge who has the authority to act as a mediator. This peace agreement does not carry executory legal power. This is because the Settlement Agreement Act is a settlement ruling issued by the district court, reflecting the true intent and agreement of the parties involved in a civil case directly. The mediator judge plays a fundamental role in mediation; the mediator must actively work to reconcile the parties in dispute, encouraging solutions that are fair and do not disadvantage one party over the other through a comprehensive problem-solving approach

I. Introduction

Every living thing or individual who is born and occupies an area that has a social environment and society is certainly needed the rule of law in his social life. This is necessary because every individual with another individual or between individuals and other groups must have things that make there is a disharmony or differences in interests that cause friction, so that there is a problem or conflict that causes a civil case.

Indonesia has the Court as an institution authorized to resolve all problems or cases through litigation in accordance with the applicable laws and regulations in Indonesia. In reality, in the process of resolving litigation in a case in the Court, there are often differences of opinion between the parties. The litigation process carried out in the Court is quite time-consuming considering the many cases or disputes that occur in society along with the times.

As for these weaknesses, other legal remedies can be carried out but still under the auspices of the Court institution, namely by mediation efforts. This mediation method can be an alternative to the settlement of a civil case involving a mediator as a third party who acts as a mediator for the Plaintiff and the Defendant. The Regulation on Peace Coordination (Dading) is regulated by the greeting of Article 1851 of the Civil Code which explains that Peace is an agreement with which both parties by handing over, promised, and/or withholding an item, ending a dependent case or preventing the occurrence of a case. This consent is invalid, unless it is made in writing.

Article 1851 of the Civil Code regulates various elements in the definition of peace, which are as follows:

a. Peace is a form of agreement;
b. The peace agreement is an agreement for the settlement of disputes or the prevention of disputes;
c. A peace agreement must be made in written form.

Regarding agreements related to peace in the settlement of civil lawsuits in Indonesia, there is a very close relationship between the two, this is because society is a social human being that requires relationships with other human beings so that it gives birth to interaction. Human beings need interaction not only as social beings, but also to meet their life needs, namely by making a covenant. An agreement is a matter related to the civil affairs of a person who is a citizen who has the civil matter itself. According to the subject, an agreement is in the form of one person promising another individual, each other to carry out something.

The Era of Globalization that is developing in Indonesia today must bring various impacts of change in all aspects of Indonesian people's lives. One of them is in the economic field, namely regarding the business world. In Indonesia, agreements related to the progress of the development of the business world and often

carried out by people in the economic field to support the needs of life are partnership agreements. A partnership agreement is a business strategy that is implemented by two or even more parties for a period of time that can be determined to obtain mutual benefits where this has the principle of mutual need and mutual growth (Hafsah, 1990).

In carrying out the agreement in any form, the parties who have agreed in the agreement are obliged to comply with the terms of the agreement in accordance with the applicable regulations, namely in Article 1320 of the Civil Code, namely: "There is an agreement from the parties who bind themselves, the ability of the parties to bind themselves, the ability of the parties to make an agreement, a certain matter, A halal cause". The provisions regarding the agreement are also regulated in Article 1313 of the Civil Code which explains the description of the agreement is a situation in which one party or more binding the other, and an agreement is made by two parties who need each other and have agreed to perform the obligations of the other party (Subekti, 1996)

In the implementation of the implementation of an agreement in community life, it is not always carried out as it should. The parties often experience obstacles caused by various factors, either accidental factors or even those that occur due to the negligence of one of the parties. The implementation of a duty in the agreement has obligations that are the responsibility of each party and justice is needed in the distribution of burdens. The reality that occurs in civil relations regarding agreements is that there is a default or the inability of one of the parties to perform its obligations as it should.

Based on the explanation of the correlation between a peace made in the litigation process and default in the partnership agreement, the researcher will further research the position of Acte Van Dading in its settlement based on the case study of Acte Van Dading Number 97/Pdt.G/2023/PN Slt..

2. Research Method

Research is a means to develop a science that must be accessible and understood and accounted for its validity, therefore a research must be carried out with a research method based on science that is in accordance with the field of research. The research aims to reveal a validity with methodology, systematization, and consistency. The research process can be further analyzed through the data that has been obtained and then processed (Soekanto & Mamudji, 2003). The research applied in writing this journal article is a doctrinal research method. This doctrinal research is guided by various written laws and legal provisions as well as other legal materials (Waluyo, 1996). In this study, written laws and regulations are used, and references from various regulations that support the completeness of the source material for writing this journal article. There is secondary data that is also used in the writing of this journal article which consists of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials are the Civil Code, the Revised Indonesian Regulations (Het Herziene Inlandsch Reglement), Staatsblad, Regulation

of the Supreme Court of the Republic of Indonesia No. 1 of 2016 concerning Mediation Procedures in Court. Secondary legal material is by conducting interviews from 2 (two) competent and authoritative resource persons in the field of science raised in the topic of this journal article, namely the Judge of the Salatiga District Court, and the Clerk of the Salatiga Court through Zoom electronic media. The Tertiary materials used in this journal article are Legal Dictionary, Great Indonesian Dictionary, and Legal Journals

3. Results and Discussion

Acte Van Dading's Essential Position In The Settlement Of A Civil Lawsuit For Default Based On Acte Van Dading Number 97/Pdt.G/2023/Pn Slt

Basically, the handling of all civil cases in court will be handled in accordance with the procedures of civil procedure law in Indonesia, only that during the trial of all cases is different in each process. This is also influenced by the various parties involved in a civil case.

As for example, in the case of a civil case process in a case study there are 3 parties, while in the summons of the first day of the hearing, there is 1 party who is not present but there are 2 parties present, then the trial will be held again and the judge will be summoned again for the next day. This can be the other way around, if on the first day of the trial, the parties are willing and declared complete to be present, then the panel of judges can appoint a mediator clause to carry out the mediation settlement process which will make the settlement of a civil case more efficient in time (Cakri, 2023)

Perma Number 1 of 2016 has regulated the implementation of mediation based on good faith. The parties involved in a mediation process must have good faith so that the mediation process can run as it should. There are things that are aspects to state that the parties do not have good faith during the mediation process, which are as follows:

a. The parties do not want the mediation process even though they have been summoned twice
b. The parties were present in the first mediation, but in the subsequent mediation they were not also present even though they had been summoned twice
c. The parties have never been present many times, and this will cause confusion in the mediation process
d. The parties did not file or respond to their civil case resumes
e. The parties deliberately did not sign a peace agreement in the mediation process

Article 27 of Supreme Court Regulation Number 1 of 2016 has also been regulated regarding the criteria for the provisions of the content of the agreement, namely (Anindita & Soroinda, 2024)

1) There is no conflict or opposition to law, decency, or order
2) considered detrimental to other parties and third parties
3) The content of the agreement cannot be implemented

According to an interview conducted with the Salatiga District Court Mediator Judge, Anggi Maha Cakri, explained that the mediation process is mandatory, if it is not taken, the decision is null and void and does not rule out the possibility of another mediation, namely voluntary mediation if the first mediation fails so that it is necessary to proceed to the subject matter of the case, but the parties feel or want to hold another mediation

to make peace efforts. Voluntary mediation can be done by pleading with the panel of judges to be able to appoint one of its members to be a mediator. Mediation cannot be carried out if a civil case becomes a decision that is verstek (there is no opponent or defendant.

The essence of an Acte Van Dading can come from the direct agreement of the parties to the case. In the process of a peace agreement, there is a win-win solution or benefit both parties and the peace agreement will be strengthened by a peace decision or Acte Van Dading.

The power of an Acte Van Dading has the same power as the judgment issued by the court. This is because Acte Van Dading is a peace decision issued by the district court which comes from the actual will and consent of the parties in a civil case directly which basically, Acte Van Dading comes from the existence of a peace agreement made during the peace process before the judge appointed to be authorized to be a mediator and this peace agreement does not have the force of executive law.

Based on an interview conducted with the Registrar of the Salatiga Court, Hening Wahyuningtyas said that a peace agreement can have executory force, so it must be strengthened into Acte Van Dading. Therefore, an Acte Van Dading has an important and strong position because it has become a peace decision from the court by containing a clause based on a peace agreement that has been made by the parties directly and known to the mediator authorized in this matter is the mediator judge. The content of the agreement from mediation will be carried out by the parties in accordance with what the parties have agreed on.

In accordance with the case study of Acte Van Dading Number 97/Pdt.G/2023 regarding the case of default in the case regarding the payment of a sum of money on the basis of an agreement, but there is one party who feels that his obligations have not been fulfilled by the defendant and then between the parties an agreement is made where the defendant agrees with the plaintiff through offers that they can eventually reconcile. The product born from the mediation process is a peace agreement and the parties in the Acte Van Dading case study Number 97/Pdt.G/2023 can choose whether to withdraw the lawsuit or appeal to the panel of judges to be strengthened into an Acte Van Dading or a Peace Decision (Cakri, 2023). In the case study of Acte Van Dading Number 97/Pdt.G/2023, the parties agreed to be strengthened into a peace decision or Acte Van Dading so that in its content there is information that it has imposed a k3 penalty on both parties, namely the Plaintiff and the Plaintiff to comply with the peace agreement. It was strengthened by the signatures of the panel of judges which made the force in Acte Van Dading.

Based on an interview conducted with the Registrar of the Salatiga District Court, it was explained that the strength of an Acte Van Dading has the same power as the decision issued by the court. This is because the Van Dading Acte is a peace decision issued by the district court which comes from the true will and consent of the parties in a civil case directly.

In Acte Van Dading Number 97/Pdt.G/2023, the parties have agreed to resolve all legal issues in civil cases that have been stated in the plaintiff's lawsuit letter on December 2, 2021, which has been registered at the Salatiga District Court Clerkship. The Defendant admitted that the evidence in the Plaintiff's lawsuit was true. The defendant admitted that there was an inability of the defendant to fulfill its obligations to the plaintiff in

accordance with the Partnership Cooperation Agreement on January 20, 2021.
There is an addendum in Acte Van Dading Number 97/Pdt.G/2023 which is caused because the Defendant's project in the Partnership Cooperation Agreement failed and the plaintiff understood and was willing to accept, which then gave birth to the following peace agreement:

1) That the Defendant will return all of the Plaintiff's capital / money that has been received by the Defendant in the amount of Rp. 200,000,000.00 (two hundred million rupiah) plus compensation of Rp. 60,000,000.00 (sixty million rupiah), so that the total amount is Rp. 260,000,000.00 (two hundred and sixty million rupiah), and in this regard the Plaintiff has agreed to it;
2) That the subsequent payment of a refund of Rp. 260,000,000.00 (two hundred and sixty million rupiah) by the Defendant to the Plaintiff will be made in the following way:
    a) On January 10, 2024, the Defendant has paid the Plaintiff in the amount of Rp. 25,000,000.00 (twenty-five million rupiah);
    b) On January 31, 2024, before this Peace Agreement was signed, the Defendant had paid the Plaintiff Rp. 25,000,000.00 (twenty-five million rupiah);
    c) The remaining amount of Rp. 210,000,000.00 (two hundred and ten million rupiah) is mutually agreed upon by the Plaintiff and the Defendant, will be paid by the Defendant to the Plaintiff by means of installments for 10 (ten) months, every 25th, starting from February 2024 to November 2024, per month of Rp. 20,000,000.00 (twenty million rupiah), and the shortfall of Rp.10,000,000.00 (ten million rupiah) will be paid by the Defendant to the Plaintiff on December 25, 2024, all with a late penalty of Rp.100,000.00 (one hundred thousand rupiah) per day, with a tolerance of 3 (three) days of delay

The peace agreement in Acte Van Dading Number 97/Pdt.G/2023 is made guided by the regulations that apply in Indonesia, binding the parties to enforce and to be complied with. The parties also agreed that they are fully aware of all the facts contained in the peace agreement which includes all rights and obligations for each party. As for the following, the parties who have stated to really agree to make this peace agreement will be submitted to the Panel of Judges to be poured into a Peace Decision that has permanent legal force so that it has executory power. Therefore, this can explain that an Acte Van Dading has an essential position in a civil case in the Court. So in the context of resolving a civil case, the mediation process can be considered more effective. The mediation process is considered to embody the principle of fast, simple, and low-cost.

Fundamental Role Of Judges In Acte Van Dading Number 97/Pdt.G/2023/Pn Slt

The Van Dading Deed is a product of the panel of judges from the mediation process that has previously been carried out with a mediator so that there is a peace agreement. The mediator can be carried out by a judge where the judge has been appointed by the chairman of the assembly to be a mediator in a civil case that he is handling. Article 1 number 1 of the Supreme Court Regulation Number 1 of 2016 stipulates that mediation is an important procedure to be carried out by every mediator judge, the plaintiff, the

defendant, and the legal representative. The judge who is the examiner of the case is required to state that a peace effort in the form of mediation has been carried out in the consideration of the decision. The mediation process is carried out by making the judge the mediator, and is carried out in the mediation room in the court, there are no costs that must be borne and the mediator is allowed to carry out the caucus, which means that there is a meeting with one party in the absence of the presence of the other party, if this is indeed necessary in the mediation process (Anindita & Soroinda, 2024).

Resource person Anggi Maha Cakri explained, Mediator judges have a fundamental role in mediation, mediators must play an active role in trying to reconcile the parties in a relationship, where mediator judges encourage to reach solutions that are not detrimental and unprofitable only from one party with comprehensive problem solving. The mediator judge also plays a role in leading the trial so that the mediation process runs smoothly and orderly in accordance with applicable regulations. In the case study of Acte Van Dading Number 97/Pdt.G/2023, the judge appointed as a mediator to resolve the dispute between the Plaintiff, Mr. H, and the Defendant, Mr. J, is Anggi Maha Cakri, who is a judge of the Salatiga District Court. The chief justice appoints a judge who will be the mediator, but the judge is a judge who is not the examining judge in the deciding case.

The mediation carried out with the mediator judge began with the judge studying and asking the root of the problem how a civil lawsuit for default could occur to the plaintiff and the defendant, after both parties had described the problem. According to the mediator judge, the parties are considered cooperative during the process of resolving mediation civil cases regarding defaults in the partnership agreement. The plaintiff and the defendant both deliberated to find a common ground that became an agreement between the two parties by not setting aside legal norms that ran as they should. The parties have agreed to resolve all legal issues and conflicts in the plaintiff's lawsuit registered at the Salatiga District Court Clerk.

Along with Anggi Maha Cakri's presentation, this was also revealed by Hening Wahyuningtyas that the role of the panel of judges in this case study is to study and review the peace agreement from the content to the core points of a civil case between the plaintiff and the defendant, the panel of judges also ensures that there are no things that deviate or even contradict the law so that it can be declared to be legally correct. In accordance with Article 130 of the Herziene Inlandsche Reglement (HIR) and the Regulation of the Supreme Court of the Republic of Indonesia Number 3 of 2022 concerning Mediation Procedures in Electronic Courts, the panel of judges hereby declares to punish the parties, namely the plaintiff and the defendant, to submit and comply with the peace agreement that has been mutually agreed upon and to punish the plaintiff, namely Harnata, to pay the costs in this case of Rp. 190,000.00 (One hundred Ninety thousand rupiah).

4. Conclusion

Based on the explanation of the analysis of the material that has been described, conclusions related to the problems in this journal article can be examined. There is a conclusion regarding the position of Acte Van Dading and the role of the Judge in resolving a civil lawsuit submitted to the court and then taken through the mediation route based on a case study of a civil lawsuit for default in the partnership cooperation agreement in Acte Van Dading Number 97/Pdt.G/2023, which is as follows:

1) The essence of an Acte Van Dading comes from the agreement of the parties to the case. The power of an Acte Van Dading has the same power as a decision that has permanent legal force. Therefore, an Acte Van Dading has an important and strong position because it has become a peace decision from the court by containing a clause based on a peace agreement that has been made by the parties directly and known to the mediator authorized in this matter is the mediator judge. The content of the agreement from mediation will be carried out by the parties in accordance with what the parties themselves agree on. In accordance with the case study of Acte Van Dading Number 97/Pdt.G/2023 regarding the case of default in the case regarding the payment of a sum of money on the basis of an agreement, but there is one party who feels that his obligations have not been fulfilled by the defendant and then between the parties an agreement is made where the defendant agrees with the plaintiff through offers that they can eventually reconcile. "punishing both parties, namely the Plaintiff and the Plaintiff to obey the peace agreement". It was strengthened by the signatures of the panel of judges which made the force in Acte Van Dading. The power of an Acte Van Dading has the same power as a decision that has permanent legal force. In Acte Van Dading Number 97/Pdt.G/2023, the parties have agreed to resolve all legal issues in civil cases that have been contained in the plaintiff's lawsuit letter on December 2, 2021, which has been registered at the Salatiga District Court Clerk

2) The mediator judge has a fundamental role in a mediation, the mediator must play an active role in trying to reconcile the parties involved, where the mediator judge encourages to reach a solution that is not harmful and unprofitable only from one party with a comprehensive solution to the problem. In the case study of Acte Van Dading Number 97/Pdt.G/2023, the judge appointed as a mediator to resolve the dispute between the Plaintiff, Mr. H, and the Defendant, Mr. J, is Anggi Maha Cakri, who is a judge of the Salatiga District Court. The chief justice appoints a judge who will be the mediator, but the judge is a judge who is not the examining judge in the deciding case. The plaintiff and the defendant both deliberated to find a common ground that became an agreement between the two parties by not setting aside legal norms that ran as they should. In accordance with Article 130 of

the Herziene Inlandsche Reglement (HIR) and the Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Court, the panel of judges hereby declares to punish the parties, namely the plaintiff and the defendant, to submit and comply with the peace agreement that has been mutually agreed upon and punish the plaintiff, namely Mr. H, to pay the costs in this case.

SUGGESTION

Based on the conclusion above, there are suggestions given to the Supreme Court institution as an institution with full authority in the litigation process of a civil case in Indonesia and to the Indonesian people which is also the subject of civil law itself. The suggestions presented are various things that are expected to be carried out well. The suggestions are as follows:

1) The Supreme Court has full authority in the settlement of civil affairs of the people in Indonesia, therefore it should provide understanding to the wider community in Indonesia about the mediation process in the court. This can make the realization of a fast, simple, and low-cost principle for a process of resolving civil cases that occur in Indonesia, considering that the population of the Indonesian people is quite high so that it is possible for many cases related to civil affairs to occur. It is hoped that it can minimize the accumulation of civil case trial processes which are often an obstacle in its resolution.

2) The community is an important subject in civil affairs in Indonesia, one of which is the problem of civil default in an agreement. A civil case that occurs must be caused by and involves the community in it. The public can be the defendant or the suing party in a civil lawsuit in court. Therefore, the community who is a party involved in a civil case must have full awareness of a sense of responsibility in carrying out the settlement process. This can be done by attending the hearing in an orderly manner according to the provisions, and carrying out the mediation process as well as possible so that an ideal civil case settlement can be realized.

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