ISRG Journal of Arts, Humanities and Social Sciences (ISRGJAHSS)

ISRG PUBLISHERS
Abbreviated Key Title: ISRG J Arts Humanit Soc Sci
ISSN: 2583-7672 (Online)
Journal homepage: https://isrgpublishers.com/isrgjahss
Volume – II Issue-II (March – April) 2024
Frequency: Bimonthly

The Judge's Attitude Towards the Mediator's Recommendation on Effectiveness of Mediation in the Court

Sherly Ayuna Putri[1*], Amelia Cahyadini[2], Yulinda Adharani[3]

[1, 2, 3] Faculty of Law Padjadjaran University, Bandung, Indonesia

| **Received:** 23.02.2024 | **Accepted:** 28.02.2024 | **Published:** 02.03.2024

***Corresponding author:** Sherly Ayuna Putri
Faculty of Law Padjadjaran University, Bandung, Indonesia

Abstract

Mediation in Supreme Court Regulations Number 1 2016 is a method of peaceful dispute resolution that is appropriate, and effective and opens access to justice in a broad sense. In Supreme Court Regulations Number 1/2016, the Supreme Court made a breakthrough to increase public access to justice - on the other hand, it is also an effort to reduce the burden of case examination and to create a simple, fast, and low-cost court. This article's research type is normative juridical research or doctrinal research, based on reading and understanding, and studying primary and secondary legal materials. The formulation of the problem raised regarding the consideration of the panel of judges regarding the mediator's recommendation regarding the sanction of payment of mediation fees for parties declared not in good faith and the procedure for payment of mediation fees by parties declared not in good faith by the mediator. The results did not find data on the mediator's recommendation to the panel of judges regarding the payment of mediation fees. If the panel of judges received the report, it was not immediately followed up in the final decision or verdict. The panel of judges continued to examine the recommendation on the grounds of providing justice and so that the defendant did not feel more burdened so that the recommendation was not included in the determination before continuing the examination or in the final decision. The procedure for payment of mediation costs by a party declared not in good faith is carried out together with the payment of the principal costs of the case in accumulation by fulfilling the legal principles of execution of civil case decisions.

Keywords: *Judge, Bad faith, Mediation, Mediator.*

1. Introduction

The issuance of Supreme Court Regulation of the Republic of Indonesia Number 1 Year 2016 on Mediation Procedures in Courts (hereinafter referred to as PERMA 1/2016) which was promulgated on February 4, 2016, brought significant changes in the procedure and process of mediation in courts. Comparing the rules on court mediation procedures in PERMA 1/2016 with the previous provisions on court mediation,[1] It can be concluded that the Supreme Court of the Republic of Indonesia (hereinafter referred to as MA) encourages the public to be able to resolve their cases in a win-win solution and fairness through mediation.

[1] Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts.

DOI: 10.5281/zenodo.10776871

Mediation in PERMA 1/2016 is a method of peaceful dispute resolution that is appropriate, effective, and opens access to justice in a broad sense. In PERMA 1/2016, the Supreme Court made a breakthrough to increase public access to justice - on the other hand, it is also an effort to reduce the burden of case examination and to create a simple, fast, and low-cost court.[2]

The bad faith normed by PERMA 1/2016 emphasizes aspects of the process and procedures that must be carried out by the parties. Article 7 paragraph (2) PERMA 1/2016 mentions that one of the parties or the parties and/or their attorneys can be declared not in good faith by the mediator in the case concerned:

1. Failure to appear after being properly summoned 2 (two) times in a row at a mediation meeting without valid reasons;
2. Attending the first mediation meeting, but never attending the next meeting despite having been properly summoned 2 (two) times in a row without valid reasons;
3. Repeated absences that disrupt the schedule of mediation meetings without valid reasons;
4. Attending the mediation meeting, but not submitting and/or not responding to the other party's case resume; and/or
5. Not signing the draft peace agreement that has been agreed upon without a valid reason.

The assessment of whether or not good faith has been shown by the parties is left to the mediator.[3] At the next stage, the mediator makes recommendations and reports to the panel of judges regarding the outcome of the mediation.

One of the mediator's reports is a recommendation to impose mediation costs on one or all of the parties, who according to the mediator did not show good faith during the mediation. This means that the mediation was declared unsuccessful. Then the panel of judges will mention the amount of mediation costs charged to the party that did not make good faith through the final decision.

Based on this background description, the author proposes the following problem formulation How is the consideration of the panel of judges on the mediator's recommendation regarding the sanction of payment of mediation fees for parties declared not in good faith, and How is the procedure for payment of mediation fees by parties declared not in good faith by the mediator.

2. Methodology

The type of research in this article is normative juridical research commonly known as doctrinal research, based on reading understanding and studying primary and secondary legal materials.[4] The data source comes from secondary data, which means data obtained from data that has been documented in the form of legal materials.[5] This legal material can consist of primary, secondary, or tertiary legal materials.

The data analysis model applied in this research is descriptive analysis. This model is an analysis model based on the collection, analysis, and interpretation of data in the form of narratives and visuals (not numbers) to gain an in-depth understanding of certain phenomena.[6]

3. Discussion

1. The judge's consideration of the mediator's recommendation regarding the sanction of payment of mediation fees for parties who are declared not in good faith

Article 1 point 1 of PERMA 1/2016 states that mediation is a way of resolving disputes through a negotiation process to obtain an agreement between the parties with the assistance of a mediator. Article 3 paragraph (1) of PERMA 1/2016 states that every judge, mediator, party, and/or lawyer is obliged to follow the procedure for resolving disputes through mediation. If mediation is not carried out, some sanctions will be accepted, namely a null and void decision.

When comparing case settlement between litigation/arbitration and mediation, according to Mardalena Hanifah, litigation/arbitration is backward-oriented, meaning that everything that happened in the past will be presented again to determine the outcome. Mediation is instead forward-oriented because the peacemaker does not make decisions, only as an umpire, the determinant is the parties whether there will be an agreement or not.[7]

The journey of the mediation institution in court from HIR to PERMA 1/2016 shows the seriousness of the Supreme Court in encouraging parties to be empowered to resolve their disputes and reduce the accumulation of cases at the judge's desk. For this reason, the Supreme Court made rules regarding good faith in pursuing mediation, so that it is no longer seen that mediation in court is just a formality[8] because not doing so would render the decision null and void.

In line with the thoughts of Thomas C. Dienes, continued by Abdul Manan, the intent and purpose of the changes in PERMA 1/2016 is a law as a tool of social engineering. The big hope is that the Supreme Court encourages the community to be able to resolve their cases without court decisions which are generally win-lose solutions. One of them is the existence of good faith rules in mediation. Mediation based on PERMA 1/2016 is carried out in the presence of the parties to the dispute or contradictoir, in other words, for cases that are decided by verstek, the court does not conduct mediation.

The presence of the parties is to fulfill the summons or relaas delivered legally and properly by the bailiff of the court examining the case. If the summoned party is domiciled outside the jurisdiction of the court examining the case, the chairman of the court will request the assistance of the chairman of the court where the party is domiciled to make a delegate summons. Nowadays, summons to parties, especially plaintiffs, are made using e-

[2] Considering the letter a and b PERMA 1/2016.

[3] Court mediators can be judges or non-judges who have been certified as mediators by the Supreme Court of the Republic of Indonesia, and who are officially registered as mediators in the court.

[4] Bachtiar, *Metode Penelitian Hukum*, UNPAM Press, Pamulang: 2018, p. 56.

[5] Bachtiar, *Op.Cit.*, (Note 1), p. 192.

[6] Sutanto Leo, *Kiat Jitu Menulis Skripsi, Tesis dan Disertasi*, Penerbit Erlangga, Jakarta: 2013, p. 100.

[7] Mardalena Hanifah, "Kajian Yuridis: Mediasi sebagai Alternatif Penyelesaian Sengketa Perdata di Pengadilan", *Jurnal Hukum Acara Perdata (ADHAPER)*, Vol. 2, No. 1, 2016, p. 4.

[8] Ajrina Yuka Ardhira & Ghansham Anand, "Itikad Baik dalam Proses Mediasi Perkara Perdata di Pengadilan", *Jurnal Media Iuris*, Vol. 1, No. 2, 2018, p. 212-213.

DOI: 10.5281/zenodo.10776871

summons, because the court has required that every lawsuit be submitted to the court through the e-court application. The summons will be connected to the e-mail of the plaintiff or his lawyer after making an e-payment.

E-court, which has been updated to be able to conduct online trials called e-litigation, does not seem to be free from shortcomings, especially concerning openness to the public. Based on the principle of lex superiori derogate legi inferiori, the provisions of the law should not be overridden by Supreme Court regulations.[9]

When the court day arrives and the parties are present, the obligation of the panel of judges examining the case is to organize mediation by first explaining the mediation procedure to the parties. This explanation includes:

1. Definition and benefits of mediation;
2. The obligation of the parties to attend mediation meetings in person and the legal consequences of not acting in good faith in the mediation process;
3. Costs that may arise from the use of non-judicial mediators and non-court employees;
4. The option of following up the peace agreement through a deed of peace or the withdrawal of the lawsuit; and
5. The parties should sign the mediation explanation form.[10]

There are two types of mediators in the courts, namely judge mediators, court employees, and non-judge mediators who have a mediator certificate. Upon the judge's explanation of the probable costs involved in using a non-judge or non-court employee mediator, the parties often prefer to use a judge mediator, because of the cost involved.[11]

The right of recusatie, which is generally applied to the panel of judges or substitute clerks to the parties being examined or disputed, according to the author can also be analogously applied in the selection of mediators. Apart from preventing subjectivity, it also maintains the dignity of the court.

The mediator is not fixated on the substance of the postulates and petitum in the lawsuit, because according to the practice of the contents of the lawsuit made by advocates, it is not uncommon to prioritize aspects of the advocate's economic interests, and not the interests of the principal plaintiff/client of the advocate.[12] This is what drives the implementation of mediation, it is important and necessary for the principal plaintiff to come and be heard by the mediator, especially during the negotiation agenda or close to reaching an agreement.

Mediators in carrying out their duties do not only look at and consider the legal aspects, but also broadly; the psychological of the parties and/or related families, sociological, and others. For example, in a marital dispute, the mediator uses the arguments in the lawsuit only as a trigger and tries to touch the hearts of the parties to forgive each other and forget about the problems that occurred and consider other matters, such as childcare, if the parents separate. According to A. Suryo Hendratmoko, this opens up the possibility that the dispute can be resolved at the mediation negotiation table.[13]

Black's Law Dictionary explains that good faith is a state of mind consisting of (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of reasonable commercial standards of fair dealing in a given trade or business, or (4) absence of intent to defraud or to seek unconscionable advantage.[14] Good faith can also be found in Article 1338 paragraph (3) of the Civil Code, which according to Wirjono Prodjodikoro, good faith actions tend to be actions that are far from harming others and benefiting themselves.[15]

Article 7 of PERMA 1/2016 has regulated what and how the actions or actions of parties are classified as parties who are not in good faith in pursuing mediation. In a contrario, the contextualization of the obligation to take mediation in good faith is an act that is truly responsible for doing good and not harming each other.

The mediator has an important role in assessing whether the parties he is attempting to reconcile are pursuing mediation in good faith. This relates to the legal consequences for parties who are declared not to be in good faith by the mediator during mediation. For the plaintiff or his/her lawyer, if the mediator declares that the plaintiff has not acted in good faith during mediation, the lawsuit will be declared inadmissible (niet ontvankelijke verklaard) by the panel of judges examining the case. In addition, the plaintiff is also sentenced to pay mediation fees, after the mediator recommends the imposition of mediation fees and the calculation of the amount in the mediation unsuccessful report. Conversely, for defendants or their attorneys who are declared not to have made good faith when pursuing mediation, the mediator submits a report with a recommendation for the imposition of mediation fees and the calculation of the amount in the report on the unsuccessfulness or inability to carry out mediation.

During the mediation process, the panel of judges and the mediator did not have any meetings or communication regarding the dispute. In addition, any documentation provided as a result of the mediation process cannot be used as evidence in court and will be destroyed once the mediation has been completed. The mediator and the panel of judges hearing the case will only meet/communicate regarding the dispute when the mediator makes a final report stating that the mediation was declared unsuccessful and a statement or assessment of one/parties who did not act in good faith during the mediation. For this latter report, it is not always the case that the mediator submits a report of bad faith, because factually the parties do not fulfill the elements of the action in Article 7 paragraph (2) of PERMA 1/2016.

[9] Iga Endang Nurselly dan Rizky Ramadhan Baried, "Implementasi Persidangan Elektronik (E-Litigation) terhadap Asas Persidangan Terbuka untuk Umum", *Jurnal Literasi Hukum*, Vol. 5, No, 2, 2021, p. 62.

[10] Article 17 paragraph (7) PERMA 1/2016.

[11] Based on Article 8 paragraph (2) of PERMA 1/2016, the costs of non-judge mediators and non-court employees are borne jointly or based on the agreement of the parties. This emphasizes that the selection of a non-judge mediator must be agreed by the parties in advance, which in the opinion of the author is the desire of the parties to resolve their dispute amicably.

[12] Ibid.

[13] Interview with A. Suryo Hendratmoko, Judge at the Yogyakarta District Court, November 11, 2021.

[14] Bryan A. Garner, Black's Law Dictionary, *Tenth Edition*, West Publishing Company, USA: tanpa tahun, p. 808.

[15] Wirjono Prodjodikoro, *Azas-Azas Hukum Perjanjian*, Mandar Maju, Bandung: 2000, p. 102.

DOI: 10.5281/zenodo.10776871

Based on the normative provisions mentioned above, the mediator's recommendation to the panel of judges examining the case is something that will then be followed up through a court product (stipulation or decision). Empirically, it is rare for mediators to make recommendations on the imposition of mediation fees and the calculation of the amount.

However, one judge mediator made a report on unsuccessful mediation along with a recommendation on the amount of mediation costs to the panel of judges examining the case. The reference for mediation costs is based on Article 1 point 6 of PERMA 1/2016, one component of which is the cost of summoning the parties. The judge mediator estimated the cost of riding a public transportation or motorcycle taxi once departing Rp.10,000, - (ten thousand rupiah) multiplied by four, to be Rp.40,000, - (forty thousand rupiah). The recommendation for the sanction of mediation costs was imposed on the defendant, and the panel of judges followed up by reading out a determination that the defendant had not acted in good faith and ordered the defendant to pay mediation costs of Rp.40,000, - (forty thousand rupiah).

The cost of summoning the parties is an integral component when the plaintiff or his/her lawyer pays the court fee at the beginning of the lawsuit registration. The cost of summoning parties can vary depending on the location of the summoned party, the farther from the court - although still within the same city/district, the more expensive it will be. For example, in Bantul Religious Court, to summon a party located in Sidorejo Village, Sedayu Sub-district, each summons is set at Rp.150,000 (one hundred and fifty thousand rupiah).

Thus, although not equally comparable, the mediator can adjust the amount of the mediation fee to be recommended as a penalty to the party who is not in good faith. This demonstrates the procedural justice envisioned by John Rawls. One aspect of this justice relates to the discussion of how to provide justice in the legal process, including the process of resolving civil disputes through mediation.[16]

The judge mediator based on the report on the failure of mediation and the recommendation to impose mediation costs on the respondent to the panel of judges examining the case. By the panel of judges examining the case, the recommendation was not followed up by deciding as referred to in Article 23 paragraph (3) of PERMA 1/2016. It was revealed that the respondent was a wife who was sued for divorce by her husband, and to provide substantive justice, and not overburden the respondent, the panel of judges set aside the recommendation.

2. Procedure for Payment of Mediation Fees by Parties Declared Not in Good Faith by the Mediator

The procedure for payment of mediation costs by parties declared not in good faith by the mediator during mediation, is normatively carried out together with the main costs of the case in accumulation by fulfilling the legal principles of execution of civil case decisions.

Mediation costs as referred to in Article 1 point 6 of PERMA 1/2016 are costs incurred in the mediation process as part of the case costs, which include the costs of summoning the parties, travel costs of one of the parties based on actual expenses, meeting costs, expert fees, and/or other costs required in the mediation process. These costs are excluded for judge mediators and court employees, who are exempt from the costs of organizing mediation services.

As outlined in the previous section, the parties that can be declared not in good faith during mediation by the mediator are the plaintiff/ lawyer the defendant/ lawyer, or even both. The probability of the parties being declared not in good faith is set out in Article 7 paragraph (2) letters d and e, namely:

a. Attended the mediation meeting, but did not file and/or did not respond to the other party's case resume; and
b. Not signing the draft peace agreement that has been agreed upon without a valid reason.[17]

A case resume is a document prepared by the parties containing the case and the proposed settlement.[18] The resume is made in writing and is only for the consumption of the parties and the mediator in the mediation negotiation agenda because after the mediation is declared a failure, all documents will be destroyed and cannot be used as evidence at the examination of the subject matter of the case. In practice, the mediator opens the widest possible range of demands or offers submitted by the parties in the resume, meaning that it can exceed the petitum.

When one party has submitted a resume, but the opposing party does not respond to the resume, the mediator will not directly declare that this party is not in good faith. The mediator will ask and provide an opportunity, and if the opportunity is not used, this is what the mediator considers to be an act of bad faith when pursuing mediation.

If the plaintiff is found not to be in good faith and is ordered to pay mediation costs as recommended by the mediator in his/her report, then the panel of judges examining the case will decide a final judgment declaring the lawsuit inadmissible with an award of mediation costs and case costs. Both penalties can be taken from the court costs or the plaintiff/lawyer can pay separately through the court registry to be handed over to the defendant.

Furthermore, if the defendant/their lawyer is declared not in good faith, the penalty for him/her is to pay mediation costs. Unlike before, where the panel of judges decided with the ruling that the lawsuit was inadmissible and the penalty for paying mediation costs to the plaintiff if the defendant is declared not in good faith, then before continuing the examination, the panel of judges are obliged to issue a determination stating that the defendant is not in good faith and punishes him to pay mediation costs.

The mediation costs are part of the case costs which must be mentioned in the final decision, meaning that if the defendant is defeated, the mediation costs and case costs will be accumulated and charged to the defendant. However, if the defendant wins, the verdict states that the lawsuit is inadmissible or even the verdict states that the lawsuit is rejected, then the mediation costs are still

[16] Maulana Abdillah, "Analisis Yuridis terhadap Peraturan Mahkamah Agung Nomor 1 Tahun 2016 tentang Prosedur Mediasi di Pengadilan dalam Perkara Gugatan di Pengadilan Negeri", 2016, <https://jurnal.untan.ac.id/index.php/nestor/article/view/17261>, [accessed on 1 September 2021]. See also Damanhuri Fattah, "Teori Keadilan Menurut John Rawls", *Jurnal TAPIs*, Vol. 9, No. 2, 2013, p. 42-43.

[17] This is confirmed through Article 32 of PERMA 1/2016 which states that if mediation is unsuccessful or cannot be carried out because it does not produce an agreement, the mediator notifies the panel of judges examining the case, including in this case if a party is declared not in good faith.

[18] Article 1 paragraph 7 PERMA 1/2016

DOI: 10.5281/zenodo.10776871

charged to the defendant, while the case costs are charged to the plaintiff. Payment of mediation costs made by the defendant to the plaintiff is made through the registrar following the law of execution after the decision is legally binding (inkracht van gewijsde).

Noting the normative provisions of Article 22 and Article 23 of PERMA 1/2016 regarding the payment of mediation fees by parties who are declared not to be in good faith, it can be divided into two things. First, for the plaintiff, payment can be made automatically by deducting the cost of the case fee that he has paid previously. In the author's opinion, payment is relatively easier and can be implemented, even if, for example, after the verdict is pronounced by the panel of judges, the plaintiff does not come to court again. Another issue is if it turns out that the penalty for paying the mediation fee and the main costs of the case are greater.

Article 23 of PERMA 1/2016 regulates the circumstances in which a defendant who has not acted in good faith is ordered to pay mediation costs. The stipulation issued by the panel of judges examining the case is the legal basis for obliging and charging the defendant to pay mediation costs. Technically, the court registrar will send a letter to the defendant to settle or pay the obligation. What can be done by the court to force the defendant to pay the mediation fee is that when the defendant then files a legal action or makes a decision, the defendant is asked to pay the obligation first.

The stipulation referred to in Article 23 paragraphs (3) and (4) of PERMA 1/2016 contains condemnatory rulings in which the payment of mediation costs by a defendant who is not in good faith can be carried out using the legal grounds for execution. The first is done voluntarily, meaning that after the stipulation is pronounced and the defendant realizes that he is required to pay mediation costs, he will come to the court registry to pay his obligation. The second is by force, as previously explained through forced execution, namely auction.

This difference may occur due to a lack of understanding of the rules of good faith. In practice, if the mediator has found that mediation tends to fail, then there is no need to consider/assess whether or not the parties have made good faith in pursuing mediation. The procedural law is clear that the costs of mediation, which are stipulated in the decision read out by the panel of judges examining the case before continuing the examination, are placed at the back because the global costs of the case are in the final decision. Execution according to him also cannot be divided, some are in front based on the stipulation and behind based on the final decision. Moreover, in the legal principles of execution of civil case decisions, one of which emphasizes the existence of a court decision with permanent legal force. Theoretically, an inkracht van gewijsde verdict can occur in two situations; first, after the district court or high court reads out/notifies the verdict to the parties, then there is no request for legal remedies against the verdict within 14 (fourteen) days; second, if the case has been examined by the Supreme Court and notifies the verdict to the parties.[19]

The mechanism of payment of the mediation fee penalty by the defendant as a consequence of him being declared not in good faith when pursuing mediation by the mediator, is carried out with the principles of civil court execution law. If the execution is of the payment type, then the goods belonging to the defendant that are successfully sold at auction are then used to fulfill the decision in accordance with the case, including the principal costs of the case, which in this case also takes into account the costs of mediation. If the execution is real, then the mechanism is that at the time of aanmaning, the chairman of the court will warn the defendant of his obligations in the main case as well as in his administrative obligations (main costs of the case and mediation costs).

However, although the norms of PERMA 1/2016 are clear and unequivocal, the payment of mediation costs will be accumulated with the payment of the main costs of the case as stipulated in the final decision. When reflecting on Roscoe Pound's thinking, the truth in the view of a state that adheres to legism is the truth based on/according to the legislation/positive law. Including the court, as an institution that determines its jurisdiction, it turns out that in practice there are various interpretations of the procedures for implementing mediation fee payments. The payment mechanism is carried out by the defendant by fulfilling the principles of execution law, which can be done voluntarily or by force.

Noting that there is a need to improve the rules in mediation, it is important and necessary to make improvements. This is because the courts are still trusted by the public to resolve disputes. An indication of this is the Supreme Court's annual report which states the number of public complaints to the courts to resolve disputes.[20]

4. Conclusion

Based on the analysis and discussion above, this article concludes that: first, the panel of judges who received the mediation report, did not immediately follow up, except if the plaintiff was declared not in good faith. The panel of judges still conducts an examination of the party who is said to be not in good faith, and it turns out that to provide justice and so that the defendant does not feel re-burdened, the recommendation for the imposition of mediation fees is not included in the determination before continuing the examination or in the final decision. Secondly, the procedure for payment of mediation costs by parties declared not to be in good faith by the mediator is carried out together with the accumulated costs of the case. The payment mechanism is carried out by fulfilling the legal principles of execution of civil case decisions if the defendant is ordered to pay mediation costs. Meanwhile, if the plaintiff is penalized, then the provisions in PERMA 1/2016 apply.

Therefore, it is strongly recommended to the Supreme Court that at the commencement of mediation, there should be a mechanism agreed upon by the parties to deposit an amount of money that is expected to be used in the mediation process, so that if a party is found not to be in good faith, they can directly and in cash pay the mediation fee and collect the money deposited at the court registry.

References:

Books:

1. Abbas, Syahrizal. 2009. *Mediasi dalam Perspektif Hukum Syariah, Hukum Adat & Hukum Nasional*. Jakarta: Kencana.
2. Bachtiar. 2018. *Metode Penelitian Hukum.* Ctk. Pertama. Pamulang: UNPAM Press.

[19] Herri Swantoro, Dilema Eksekusi Ketika Eksekusi Perdata Ada di Simpang Jalan Pembelajaran dari Pengadilan Negeri, Rayyana Komunikasindo, Jakarta: 2018, p. 29-30.

[20] Idriati Amarini, Penyelesaian Sengketa yang Efektif dan Efisien Melalui Optimalisasi Mediasi di Pengadilan, *Jurnal Kosmik Hukum*, Vol. 16, No. 2, 2016, p. 90.

DOI: 10.5281/zenodo.10776871

3. Leo, Sutanto. 2013. *Kiat Jitu Menulis Skripsi, Tesis dan Disertasi.* Jakarta: Penerbit Erlangga.
4. Mahmud-Marzuki, Peter. 2006. *Penelitian Hukum.* Eds. Pertama, Ctk. Ke-2. Jakarta: Kencana.
5. Manan, Abdul. 2005. *Penerapan Hukum Acara Perdata Di Lingkungan Peradilan Agam.a.* Jakarta: Renada Media.
6. Mertokusumo, Sudikno. 2002. *Hukum Acara Perdata Indonesia.* Yogyakarta: Liberty.
7. Prodjodikoro, Wirjono. 2000. *Azas-Azas Hukum Perjanjian.* Bandung: Mandar Maju.
8. Rahmadi, Takdir. 2011. *Penyelesaian Sengketa Melalui Pendekatan Mufakat.* Jakarta: PT.Grafindo Persada.
9. Sholahudin, Umar. 2007. *Hukum dan Keadilan Masyarakat Perspektif Kajian Sosiologi Hukum.* Malang: Setara Press.
10. Swantoro, Herri. 2018. *Dilema Eksekusi Ketika Eksekusi Perdata Ada di Simpang Jalan Pembelajaran dari Pengadilan Negeri.* Jakarta: Rayyana Komunikasindo.
11. Yarotul-Salamah, Yayah. 2010. *Mediasi Dalam Proses Beracara Di Pengadilan Agama*, Cet-1, Jakarta: Pusat Studi Hukum Dan Ekonomi.

Journals:

1. Abdillah, Maulana. 2016. *Analisis Yuridis terhadap Peraturan Mahkamah Agung Nomor 1 Tahun 2016 tentang Prosedur Mediasi di Pengadilan dalam Perkara Gugatan di Pengadilan Negeri.*
2. Amarini, Idriati. 2016. *Penyelesaian Sengketa yang Efektif dan Efisien Melalui Optimalisasi Mediasi di Pengadilan,* Jurnal Kosmik Hukum, Vol. 16, No. 2.
3. Asmawati. 2014. *Mediasi Salah Satu Cara dalam Penyelesaian Sengketa Pertanahan,* Jurnal Ilmu Hukum.
4. Endang-Nurselly, Iga & Ramadhan-Baried, Rizky. 2021. *Implementasi Persidangan Elektronik (E-Litigation) terhadap Asas Persidangan Terbuka untuk Umum,* Jurnal Literasi Hukum, Vol. 5, No. 2.
5. Fattah, Damanhuri. 2013. *Teori Keadilan Menurut John Rawls,* Jurnal TAPIs, Vol. 9, No. 2, Juli-Desember.
6. Hadiati, Mia & Myeke-Tampi, Mariske. 2017. *Efektivitas Mediasi dalam Penyelesaian Sengketa Konsumen oleh Badan Penyelesaian Sengketa Konsumen (BPSK) di D.K.I. Jakarta,* Jurnal Hukum PRIORIS, Vol. 6, No. 1.
7. Hanifah, Mardalena. 2016. *Kajian Yuridis: Mediasi sebagai Alternatif Penyelesaian Sengketa Perdata di Pengadilan,* Jurnal Hukum Acara Perdata (ADHAPER), Vol. 2, No. 1.
8. Yuka-Ardhira, Ajrina & Anand, Ghansham. 2018. *Itikad Baik dalam Proses Mediasi Perkara Perdata di Pengadilan,* Jurnal Media Iuris, Vol. 1, No. 2.

Laws and Regulations:

1. Law No. 48 of 2009 on Judicial Power.
2. Law No. 3 of 2009 on the Supreme Court.
3. Law Number 49 of 2009 concerning General Courts.
4. Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts.

DOI: 10.5281/zenodo.10776871