



Implementation of the Peace Deed (Acte van Dading) as a Settlement of Civil Disputes through a Simple Lawsuit Process at the Padang District Court

Partynia Nur Imantya¹, Elwi Danil², Wetria Fauzi³.

¹Fakultas Hukum, Universitas Andalas, Padang, Indonesia, sarahqurrataayun01@gmail.com.

²Fakultas Hukum, Universitas Andalas, Padang, Indonesia, elwidanil@law.unand.ac.id.

³Fakultas Hukum, Universitas Andalas, Padang, Indonesia, wetriafauzie@gmail.com.

Corresponding Author: sarahqurrataayun01@gmail.com¹

Abstract: A peace deed is a legal instrument that has binding force and permanent legal force, equivalent to a court decision that cannot be appealed or appealed. In the practice of resolving civil disputes, peace deeds play an important role in providing fast, simple, and low-cost solutions, especially in the context of simple lawsuits. This study aims to examine two main aspects, namely (1) how the implementation of the peace deed as a method of resolving civil disputes through a simple lawsuit at the Padang District Court, and (2) the legal consequences that arise if one of the parties commits a default on the content of the peace deed. Using an empirical juridical research method, this study processed primary and secondary data through literature studies and interviews with related parties. The results of the study show that the simple lawsuit mechanism provides efficiency in resolving civil disputes, both in terms of time and cost. In addition, if one party commits a breach of the peace deed, the other party can immediately submit an application for execution to the court without the need to file a new lawsuit. These findings confirm that peace deeds have a strategic function in accelerating the resolution of civil disputes and strengthening legal certainty for the parties to the dispute.

Keyword: Peace Deed, Simple Lawsuit, Civil Dispute Resolution.

INTRODUCTION

The settlement of civil disputes through formal legal mechanisms is one of the efforts taken by the community to obtain justice. One form of dispute resolution that is often used is through a peace deed (acte van dading). A peace deed has the same legal force as a court decision that has permanent legal force, thus providing legal certainty for the parties to the dispute (Mertokusumo, 2010: 130). This instrument is a more effective alternative solution than the conventional litigation process which tends to be long and costly.

In judicial practice, peace deeds are often used in civil cases that are resolved through simple lawsuits. Simple lawsuits are regulated in Supreme Court Regulation (PERMA) Number 4 of 2019 as a mechanism for resolving civil disputes with a maximum material value of

Rp500,000,000.00 (Supreme Court of the Republic of Indonesia, 2019). The main principles in simple lawsuits are simple, fast, and low-cost, which aims to expand public access to justice.

Despite having many advantages, the implementation of the peace deed in a simple lawsuit is not fully optimal. One of the obstacles that often occurs is default by one of the parties who has agreed on the peace deed. When one party fails to fulfill the agreed obligations, the other party must apply for execution to the court, which in practice still faces various administrative and technical obstacles (Sutantio & Isnaeni, 2020: 98).

Another obstacle is the lack of public understanding of the legal force of the peace deed, especially in the context of simple lawsuits. Many parties think that the decision of the peace deed does not have the same legal force as the court decision, thus raising doubts in its implementation (Rahmadi, 2018: 75).

Based on these problems, this research is important to analyze how the implementation of the peace deed in the simple lawsuit process at the Padang District Court. The Padang District Court is one of the courts that actively implements a simple lawsuit mechanism, especially in cases of default and unlawful acts (PN Padang, 2024).

This research will also examine the legal consequences that arise if one of the parties defaults on the contents of the peace deed. The consequences of this law are closely related to the rights and obligations of the parties, as well as the execution mechanism that can be taken in accordance with the provisions of the civil procedure law (Subekti, 2005: 112).

The main purpose of this study is to provide a comprehensive understanding of the implementation of peace deeds in simple lawsuits, as well as to provide solutions to the obstacles faced in the execution process. This research is expected to be an input for legal practitioners, academics, and the public in strengthening the role of peace deeds as an instrument for resolving civil disputes.

In addition, this study aims to analyze in depth the juridical aspects regarding the legal force of peace deeds and the execution mechanism in simple lawsuits. This study is expected to contribute to the development of civil procedure law in Indonesia, especially related to fast and effective dispute resolution (Yunus, 2021: 54).

This study uses an empirical juridical method, with a qualitative approach to describe legal phenomena as a whole. Primary data was obtained through interviews with judges, banking staff, and related parties at the Padang District Court, while secondary data was obtained from literature studies and related legal documents.

Thus, this study is expected to provide a clear picture of the effectiveness of the implementation of peace deeds in simple lawsuits, as well as provide policy recommendations to improve the mechanism for the execution of peace deeds in court.

METHOD

This research uses an empirical juridical method, which is a legal research method that not only examines norms and laws and regulations, but also looks at how the law is applied in practice in society. The empirical juridical approach aims to understand how the implementation of the peace deed in a simple lawsuit at the Padang District Court and the obstacles faced in its implementation (Soekanto, 2014: 13). This method allows the analysis of the application of law in a real context by considering social and institutional aspects that affect the effectiveness of civil dispute resolution.

The data sources in this study consist of primary data and secondary data. Primary data was obtained directly from interviews with judges at the Padang District Court as well as banking staff involved in civil cases that were resolved through simple lawsuits. This interview aims to obtain information about the implementation of the peace deed, the obstacles faced, and the execution mechanism in default cases (Marzuki, 2016: 92). In addition, secondary data is collected from various legal literature, including laws and regulations, books, scientific journals, as well as court rulings related to peace deeds and simple lawsuits.

Data collection techniques are carried out through literature studies and interviews. Literature studies are used to examine legal concepts related to peace deeds and civil dispute resolution. The legal sources analyzed include the Civil Code (KUHP), Supreme Court Regulation (PERMA) Number 4 of 2019 concerning Procedures for Settlement of Simple Lawsuits, and legal doctrines from experts (Supreme Court of the Republic of Indonesia, 2019). In addition, interviews are conducted directly with resource persons who have experience in handling civil cases through a simple lawsuit mechanism.

After the data was collected, this study used qualitative analysis techniques, which are analysis methods that not only emphasize numbers or statistics, but rather understand the content and meaning of the law being studied. Qualitative analysis in legal research aims to interpret and understand the application of legal norms in an empirical context, so that patterns or trends can be found in the practice of resolving civil disputes through peace deeds (Moleong, 2020: 156). This technique allows for descriptive analytical data processing, so that the results of the research can describe the legal issues that are being studied in more depth.

In the analysis process, data obtained from interviews and literature studies are compared to identify the conformity between theory and practice. The results of interviews with judges and banking staff were confirmed by applicable legal rules and previous research findings, in order to obtain a more objective understanding of the effectiveness of peace deeds in simple lawsuits. This aims to provide applicable recommendations for improving the quality of civil dispute resolution in Indonesia (Rahmadi, 2018: 75).

By using an empirical juridical approach and qualitative analysis, this research is expected to contribute to the development of civil procedure law, especially in improving the mechanism for the implementation and execution of peace deeds in simple lawsuits. The findings of this study can also be an evaluation material for legal practitioners, judges, and policymakers in improving public access to more effective and efficient justice.

RESULTS AND DISCUSSION

Implementation of the Peace Deed in a Simple Lawsuit

The peace deed is one of the legal instruments in the settlement of civil disputes that has binding force such as a court decision with permanent legal force. In the context of Indonesian law, the peace deed is regulated in Article 1851 of the Civil Code (KUHP), which states that peace is an agreement by which both parties, by handing over, promise, or withholding an item, end an ongoing case or prevent the occurrence of a case in the future (Subekti, 2005: 78).

In Indonesia's civil justice system, peace deeds are part of a faster and more efficient dispute resolution mechanism. This was further strengthened by the issuance of Supreme Court Regulation (PERMA) Number 2 of 2015 concerning Procedures for Settlement of Simple Lawsuits, which was then updated through PERMA Number 4 of 2019. A simple lawsuit is a mechanism used to resolve civil disputes with a lawsuit value of not more than Rp500,000,000.00 and resolved within a maximum of 25 working days.

The application of the peace deed in a simple lawsuit provides various benefits for the parties to the dispute. In addition to saving time and costs, peace deeds also provide faster legal certainty compared to the usual litigation process which often takes years (Rahmadi, 2018: 110). The simple lawsuit process also uses a single judge in the trial, which makes the case run more efficiently without a panel of judges that extends the decision-making time.

In the Padang District Court, the implementation of simple lawsuits has been actively implemented since the enactment of PERMA Number 2 of 2015. Based on data obtained from the annual report of the Padang District Court, from 2019 to December 2024, there are a total of 14 civil cases that have been resolved through a simple lawsuit mechanism. Of these, all of them ended up with a peace deed agreed upon by the parties.

The process of resolving disputes through a simple lawsuit at the Padang District Court begins with the registration of the case by the plaintiff. After the file is declared complete, the

chief judge will appoint a single judge to examine and decide the case. Furthermore, the judge will seek mediation as the first step in resolving the dispute before entering the evidentiary stage at the trial (Marzuki, 2016: 88).

Mediation in simple lawsuits has an important role in encouraging dispute resolution without the need to go through the entire judicial process. If the parties succeed in reaching an agreement in mediation, then the judge will ratify the agreement in the form of a peace deed. This deed then has the same legal force as a court decision that has permanent legal force, so it cannot be appealed or cassation.

However, in practice, not all peace deeds can be implemented without obstacles. One of the problems that often arises is default or violation of the contents of the peace deed by one of the parties. If one party does not fulfill its obligations as stated in the peace deed, then the other party can immediately apply for execution to the court without the need to file a new lawsuit (Sutantio & Isnaeni, 2020: 132).

In the Padang District Court, there are several cases where the parties who have agreed on the peace deed then commit default. One example of a case is the case between PT. Bank Perkreditan Rakyat Lubuk Raya with a customer who was settled through a simple lawsuit. In this case, the two parties initially agreed on a peace deed, but the client then failed to fulfill its obligations as agreed. As a result, PT. Bank Perkreditan Rakyat Lubuk Raya submitted an execution application to the court, which was then granted by the judge.

Another case involves PT. Sarana Sumatra Barat Ventura (PT. SSBV) Padang who filed a simple lawsuit against a debtor. In this case, the peace deed has been agreed upon in court, but the debtor has not fulfilled its obligation to pay the debt within the stipulated time frame. Finally, PT. SSBV submitted an application for execution to the Padang District Court, which then issued an execution order to ensure compliance with the contents of the peace deed.

The application for execution in the peace deed is a solution for parties who suffer losses due to default. With this mechanism, the aggrieved party no longer needs to file a new lawsuit to claim their rights, so that the time and costs incurred become more efficient (Mertokusumo, 2010: 140).

In addition to default, another challenge in the implementation of the peace deed is the lack of understanding from the parties regarding the legal implications of the agreement that has been made. Many parties sign peace deeds without fully understanding that the agreement has permanent legal force equivalent to a court decision (Yunus, 2021: 64).

To overcome these challenges, it is necessary to increase socialization regarding the mechanism of simple lawsuits and peace deeds, especially for parties who are often involved in civil disputes such as business actors and financial institutions (Soekanto, 2014: 145). The court can also enhance the role of the mediator in explaining the legal consequences of a peace deed before an agreement is signed by the parties.

Overall, the implementation of the peace deed in a simple lawsuit at the Padang District Court has gone well and provided benefits in resolving civil disputes quickly and efficiently. However, there are still several obstacles that need to be overcome, such as the problem of default and the lack of public understanding of the legal force of the peace deed.

In the future, it is necessary to evaluate and improve regulations related to simple lawsuits and peace deeds to increase their effectiveness in the civil justice system in Indonesia. With these improvements, it is hoped that the civil dispute resolution mechanism can run more optimally and provide wider access to justice for the community.

Legal Consequences in the Event of Default in the Peace Deed

Default is a situation where one of the parties to the agreement does not fulfill its obligations as agreed. In the context of a peace deed, a default occurs if one of the parties who has agreed on the contents of the deed does not carry out its obligations as stated in the agreement. The peace deed has the same legal force as a court decision that has permanent legal

force, so that in the event of a default, the aggrieved party has the right to submit an application for execution directly to the court without the need to file a new lawsuit (Subekti, 2005: 85).

The legal basis for the execution of peace deeds is regulated in Article 1858 of the Civil Code (KUHPer), which states that all peace has legal force that binds the parties as decided by the judge at the final level. The deed of peace that has been affirmed by the judge in a simple lawsuit is final and cannot be appealed or cassation (Mertokusumo, 2010: 133). Therefore, if one party does not carry out the content of the agreement, the other party can ask the court to carry out the execution to ensure the implementation of the agreement.

The application for execution is made through the competent court, in this case the District Court where the peace deed was made. This process is submitted by submitting an application to the Chief of the District Court accompanied by evidence that one of the parties has committed a default. After that, the Chief Justice will issue a determination of execution and order the clerk and bailiff to carry out the execution of the defaulting party (Rahmadi, 2018: 120).

In the Padang District Court, there are several cases that show that defaults in peace deeds often lead to execution requests. One example is the case between PT. Bank Perkreditan Rakyat Lubuk Raya with a customer, where after reaching an agreement in the peace deed, the debtor did not carry out its obligations. As a result, PT. Bank Perkreditan Rakyat Lubuk Raya submitted an application for execution to the Padang District Court, which then issued a decision to carry out the execution of the debtor.

The application for execution of the peace deed does not require a new trial process, because the resulting decision already has executory force. This is different from ordinary civil lawsuits that require an examination and re-e-proof process in court. With this executive power, the peace deed becomes a more effective legal tool in resolving civil disputes.

However, in practice, the execution of peace deeds does not always go smoothly. One of the main obstacles that is often faced is objections from defaulters. The losing party often filed other legal remedies to delay or avoid execution. One form of objection raised is through execution resistance (*verzet*), which allows the aggrieved party to file an objection to the execution ordered by the court (Sutantio & Isnaeni, 2020: 142).

In addition to resistance to execution, another obstacle is the difficulty in carrying out physical executions. In some cases, the defaulting party does not have assets that can be executed, so the court has difficulty in ensuring the implementation of the peace deed. This often occurs in default cases involving debts and receivables, where the debtor does not have enough assets to fulfill the obligations that have been agreed upon (Yunus, 2021: 74).

Administrative obstacles are also a factor that slows down the execution process. Although peace deeds have permanent legal force, administrative proceedings in court sometimes take a considerable amount of time before a determination of execution can be issued. This is due to the high workload of the courts and the limited human resources in handling various civil cases (Soekanto, 2014: 155).

On the other hand, the role of bailiffs in the implementation of the execution also greatly determines the success of the execution of the peace deed. If the bailiff cannot find the assets belonging to the defaulting party or if the party concerned refuses to cooperate, then the execution can experience protracted obstacles. In some cases, assistance from the police is needed to ensure that the execution can be carried out in accordance with the provisions of the law.

To overcome obstacles in the execution of peace deeds, it is necessary to strengthen the supervision mechanism for the implementation of executions in court. One solution is to increase the role of the supervising judge in monitoring the execution and ensuring that there is no attempt by the defaulting party to avoid its legal obligations (Marzuki, 2016: 95).

In addition, there needs to be a wider socialization effort to the public about the legal consequences of default in the peace deed. Many parties involved in simple lawsuits do not

fully understand that a peace deed that has been ratified by a judge has the same legal force as an *inkracht* court decision (Mertokusumo, 2010: 145).

In the future, reforms in the civil procedure law system need to be carried out to speed up the process of executing peace deeds. One of the proposals that can be considered is the implementation of an automatic execution system, where the court can directly execute the contents of the peace deed without the need to go through a long administrative process (Rahmadi, 2018: 130).

From the description above, it can be concluded that default in a peace deed has clear legal consequences, namely that execution can be directly requested by the court. The peace deed that has been confirmed by the judge has executory power without the need to file a new lawsuit.

Nevertheless, obstacles in execution remain challenges that must be overcome, especially related to objections from defaulting parties, limited assets, and administrative constraints in the execution process. Therefore, it is necessary to improve the legal system to ensure that the execution of peace deeds can run effectively and efficiently.

With the reform in the execution mechanism, it is hoped that the peace deed can increasingly play a role as a legal instrument that provides certainty and protection for parties involved in civil disputes.

CONCLUSION

Based on the results of the research that has been carried out, it can be concluded that the deed of peace in a simple lawsuit at the Padang District Court is an effective instrument in resolving civil disputes. A peace deed has the same legal force as a court decision that has permanent legal force, thus providing legal certainty for the parties to the dispute. The main advantage of this mechanism is that the process is fast, simple, and low-cost, in accordance with the principles in simple lawsuits as stipulated in Supreme Court Regulation (PERMA) Number 4 of 2019.

The effectiveness of the peace deed in a simple lawsuit at the Padang District Court can also be seen from the resolution of the case within a maximum of 25 days, with a more efficient process because it only involves a single judge and a mediation mechanism before the verdict. This process allows the parties to reach an agreement without having to go through a long and complex litigation process. Therefore, a peace deed can be an ideal solution for the community in resolving civil disputes peacefully and legally binding.

In addition, this study shows that in the case of default on the peace deed, the aggrieved party can directly apply for execution to the court without the need to file a new lawsuit. The execution of the peace deed can be carried out directly, considering that the verdict contained in the deed has an executory nature. Thus, peace deeds provide a guarantee of legal protection that is more effective than other forms of dispute resolution.

Although it has many advantages, there are several obstacles in the implementation of the execution of the peace deed. One of the main obstacles is objections from the defaulting party, who often file a *verzet* to delay or avoid the execution of the decision. In addition, the limited assets of the defaulting party are also an inhibiting factor in the execution process, especially in the case of debts and receivables where the debtor does not have enough assets to fulfill its obligations.

From an administrative perspective, there are still challenges in the implementation of peace deeds in court, including high workloads and limited resources that can slow down the execution process. Therefore, efforts are needed to increase the effectiveness of execution so that the peace deed can provide optimal benefits to the community.

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