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Validity and Legal Consequences of Peace Agreements in The Settlement of Sexual Harassment Cases

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Abstract: The settlement of sexual harassment cases through peace agreements based on contracts remains a practice commonly found in society. This practice raises complex legal issues as it lies at the intersection of civil law and criminal law. On one hand, civil law recognizes contracts as legally binding instruments provided that the legal requirements of validity are fulfilled. On the other hand, sexual harassment constitutes a criminal offense, meaning that its resolution cannot rely solely on the agreement of the parties involved. This study aims to analyze the settlement of sexual harassment cases through contractual peace agreements from the perspectives of civil law and criminal law. The research employs a normative legal method using statutory and conceptual approaches. The legal materials consist of primary and secondary sources, which are analyzed qualitatively. The findings indicate that peace agreements in sexual harassment cases may be considered legally valid only if they fulfill the legal requirements of a contract, particularly the existence of free consent and a lawful cause. From a criminal law perspective, a peace agreement between the perpetrator and the victim does not eliminate the unlawful nature of sexual harassment, as such acts involve public legal interests protected by the state. Therefore, peace agreements may only operate within the civil law domain and cannot be used as a basis to negate criminal law enforcement processes.

Keywords: Peace Agreement, Sexual Harassment, Civil Law, Criminal Law.

INTRODUCTION

Sexual harassment is a form of gender-based violence that has multidimensional impacts on victims, physically, psychologically, socially, and economically. In practice, many victims experience prolonged psychological distress and obstacles in accessing formal justice. This situation causes some cases not to proceed to criminal court processes but instead to be resolved through non-litigation mechanisms, including settlement agreements based on mutual consent

between perpetrators and victims (Samudra, 2025: 6). This phenomenon indicates a tendency toward private resolution of acts that actually have a public dimension.

Normatively, the state has affirmed that sexual violence constitutes a violation of human dignity that must be addressed through legal mechanisms ensuring victim protection. Law Number 12 of 2022 concerning Sexual Violence Crimes (UU TPKS) positions victims as subjects entitled to comprehensive handling, protection, and recovery (Law No. 12 of 2022: Article 3). This provision shows that case resolution is not merely intended to reduce conflict but also to ensure restoration of victims' rights and prevention of similar acts in the future.

However, in social practice, settlement through peace agreements is often considered a quick and efficient solution. Several studies indicate that penal mediation or restorative justice approaches are often considered to resolve cases by taking into account the interests of both victims and perpetrators simultaneously (Periani, 2013: 4). This approach emphasizes dialogue and agreement but still requires strict supervision so as not to neglect victims' rights or diminish the function of criminal law as an instrument of public protection.

From a civil law perspective, an agreement is a source of legal relations as long as it fulfills the requirements stipulated in Article 1320 of the Civil Code. These requirements include consent of the parties, legal capacity, a specific object, and a lawful cause. The principle of freedom of contract allows parties to determine the contents of an agreement as long as it does not conflict with the law or public order. However, in the context of sexual harassment, power relations and the victim's traumatic condition may influence freedom of will in giving consent (Nurherwati, 2022: 338). Therefore, the validity of settlement agreements in such cases must be tested more strictly than agreements in general.

In addition to consent, the element of lawful cause is also crucial. If an agreement is made with the purpose of eliminating or obstructing criminal law enforcement processes, it may be considered contrary to public order. In this context, criminal law protects not only the interests of individual victims but also those of society at large (Setyawan, 2023: 12). On this basis, reconciliation between perpetrator and victim does not automatically eliminate the unlawful nature of sexual harassment.

Previous studies show debate regarding the effectiveness of restorative justice approaches in sexual violence cases. Some research states that such approaches can help victim recovery through dialogue and compensation (Wulandari, 2024: 51). However, other studies warn that without adequate legal supervision, settlement mechanisms risk placing victims back in vulnerable positions and opening opportunities for revictimization (Samudra, 2025: 8). This indicates that the use of settlement agreements in sexual harassment cases cannot be separated from considerations of comprehensive legal protection.

Social and cultural dynamics also influence choices of dispute resolution. Factors such as institutional reputation, environmental pressure, and the desire to avoid public stigma often become considerations in choosing reconciliation. Although such pragmatic considerations may be sociologically understandable, this type of resolution is not always aligned with legal objectives emphasizing substantive justice and legal certainty. This situation requires comprehensive normative analysis to assess whether settlement agreements in sexual harassment cases meet validity requirements under civil law and what their legal implications are from a criminal law perspective.

Thus, this research is important to examine the limits and legal consequences of using settlement agreements in resolving sexual harassment cases. This analysis aims not only to assess the formal validity of agreements but also to place them within the framework of victim protection and fair law enforcement.

Research Problem

Based on the above description, the research problem is as follows: How valid and what are the legal consequences of settlement agreements in resolving sexual harassment cases from civil law and criminal law perspectives?

THEORETICAL REVIEW AND PREVIOUS STUDIES

Theoretical Review

Contract Theory in Civil Law

A contract is one of the main sources of legal relations in civil law. Article 1313 of the Civil Code defines a contract as an act whereby one or more persons bind themselves to one or more other persons. This formulation emphasizes that the essence of a contract lies in mutual consent that creates legal consequences in the form of rights and obligations for the parties. Modern doctrine stresses that contracts are not merely formal agreements but also concern balance and protection for weaker parties (Nurherwati, 2022: 336).

The validity of a contract is determined by fulfillment of the requirements stipulated in Article 1320 of the Civil Code: consent, legal capacity, a specific object, and a lawful cause. The first two are subjective conditions, while the latter two are objective conditions. Failure to meet subjective conditions renders a contract voidable, whereas failure to meet objective conditions renders it null and void. Emphasis on lawful cause is especially important when contractual content may conflict with legal interests protected by the state (Setyawan, 2023: 10).

Freedom of contract is a fundamental principle allowing parties to determine the contents and form of agreements as long as they do not conflict with law, public order, or morality. However, contemporary legal developments show that this freedom must be balanced with protection for vulnerable parties, especially in situations of unequal power relations (Samudra, 2025: 7). Thus, contractual freedom cannot be interpreted as absolute freedom without limits.

In settlement agreements concerning sexual harassment cases, consent and lawful cause are the most crucial elements. Victims often experience psychological imbalance due to trauma or social pressure, so their consent must be carefully examined. Law No. 12 of 2022 on Sexual Violence Crimes also emphasizes victim protection and recovery as priorities (Law No. 12 of 2022: Article 3). Therefore, if consent is obtained under pressure or unequal power relations, the agreement may be legally defective and its validity may be challenged.

Concept of Settlement in Civil Law

Settlement in civil law is a form of dispute resolution outside court recognized in Indonesia's legal system. Article 1851 of the Civil Code states that settlement is an agreement whereby parties, by giving, promising, or withholding something, end an ongoing case or prevent the emergence of a dispute. This shows that settlement functions as a legal instrument to end conflict through voluntary agreement (Civil Code: Article 1851).

Legally, settlement agreements are binding like contracts in general, as long as they meet the validity requirements of Article 1320 of the Civil Code. However, the nature of the dispute determines their limits. Not all cases can be resolved through settlement, especially those involving public interests or mandatory legal norms (*dwingend recht*). In this context, private agreements must not contradict public order or statutory regulations (Setyawan, 2023: 11).

In sexual harassment cases, settlements often focus on civil aspects such as compensation, apologies, or forms of social recovery. This approach is frequently associated with restorative justice emphasizing dialogue and victim recovery (Nurherwati, 2022: 337). However, if such settlements are intended to stop or obstruct criminal proceedings, issues arise regarding their legitimacy and limits within the national legal system.

Law No. 12 of 2022 emphasizes that handling sexual violence crimes aims to provide justice and legal certainty while ensuring victim recovery (Law No. 12 of 2022: Article 3). This indicates that resolution of sexual violence cases cannot be entirely left to private agreements between perpetrator and victim. Thus, settlements may only apply to civil aspects without eliminating the state's obligation to enforce criminal law.

Restorative justice practices in criminal cases require clear limitations so as not to create inequality or revictimization. Studies show that without adequate legal assistance, victims may be in unequal positions when agreeing to settlements (Samudra, 2025: 8). In sexual harassment cases, settlement agreements must therefore be used cautiously while upholding victim protection and rule of law principles.

Criminal Law Perspective on Settlement

Criminal law regulates acts prohibited by the state and punishable by sanctions to protect legal interests of society. Sexual harassment in its various forms is classified as a crime because it violates bodily integrity, honor, and human dignity. Law No. 12 of 2022 clearly positions sexual violence as a serious violation that must be handled through the criminal justice system to guarantee justice and victim recovery (Law No. 12 of 2022: Article 3). This demonstrates that the public dimension of crime cannot be removed merely because of private agreement.

In modern criminal law doctrine, punishment aims not only to be repressive but also preventive and protective. The state has an interest in enforcing law to maintain public order and create deterrence. Therefore, reconciliation between perpetrator and victim does not automatically eliminate the unlawful nature of a crime. Restorative justice is recognized in Indonesian criminal law development, but its application must still observe normative limits and must not contradict public interest (Nurherwati, 2022: 339).

In practice, reconciliation may be considered a mitigating factor in sentencing but not a ground for eliminating criminal liability, except in certain offenses that explicitly allow settlement based on complaint withdrawal. Sexual harassment regulated under the Sexual Violence Crimes Law has a victim-protection and crime-prevention dimension; therefore, law enforcement remains a state obligation (Setyawan, 2023: 13). Thus, the space for settlement in such cases is limited.

The boundary between civil settlement and criminal enforcement becomes crucial when settlement agreements aim to stop legal processes. If settlements are used to obstruct investigation or prosecution, this may contradict legality principles and rule of law doctrine. The law even emphasizes victim-oriented and public-interest approaches, meaning case resolution must not be based solely on private agreement (Law No. 12 of 2022: General Elucidation).

Studies indicate that restorative justice in sexual violence cases requires strict supervision mechanisms to prevent inequality or pressure on victims during settlement processes (Samudra, 2025: 9). Lack of supervision may shift settlement from a restorative instrument into one that weakens victim protection and penal objectives. From a criminal law perspective, settlement must therefore be positioned as a complementary mechanism that does not eliminate the state's duty to enforce law.

Previous Studies

Several previous studies have discussed settlement of sexual harassment or sexual violence cases through out-of-court mechanisms. Rachmariyanti (2022), in her study on restorative justice in sexual violence cases, highlights the potential of restorative approaches to create dialogue between perpetrators and victims while emphasizing the need for normative limits to ensure victim protection. Similarly, Nirmala (2024) examines victim recovery mechanisms in restorative justice-based criminal case resolution and concludes that such

approaches require strict supervision to avoid reducing perpetrators' criminal responsibility. These studies provide important insights into non-litigation practices but do not specifically test the validity of settlement agreements from a civil law perspective.

Other studies focus more on criminal law approaches and protection of victims' human rights. Luthfi Widagdo Eddyono (2022) emphasizes that handling sexual violence must be human-rights oriented and should not be privatized through agreements that eliminate its public dimension. In addition, Asti Nadia Nurputri, in her thesis on legal protection for victims of sexual harassment in universities, analyzes institutional responsibility and criminal law approaches to ensuring victims' rights. However, the study does not deeply discuss settlement agreements as civil instruments and their implications for criminal liability.

On the other hand, research on the validity of settlement agreements in cases involving criminal elements was conducted by M.D. Ramadhani (2021), who analyzed the legal force of settlement agreements made to avoid court judgments. This study provides important perspectives on contractual validity limits in cases involving public interests. In this context, research comprehensively integrating civil and criminal law perspectives in analyzing settlement agreements in sexual harassment cases remains limited. Most studies tend to separate these legal regimes, thus failing to provide a comprehensive picture of the juridical implications of settlement agreements on perpetrators' legal accountability and victim protection.

METHOD

This study is a normative legal research aimed at examining the validity and legal consequences of settlement agreements in resolving sexual harassment cases from the perspectives of civil law and criminal law. Normative legal research is chosen because the focus of the study is directed at legal norms, legal principles, and doctrines applicable within the positive legal system, particularly those related to contract law and criminal law.

The approaches used in this research are the statutory approach and the conceptual approach. The statutory approach is employed to analyze legal provisions governing agreements, settlements, and criminal norms relevant to acts of sexual harassment. In the civil law context, the analysis focuses on provisions of the Civil Code, especially those related to the validity requirements of agreements, the principle of freedom of contract, and regulations concerning settlement agreements. Meanwhile, from a criminal law perspective, this study examines provisions of the Criminal Code as well as fundamental principles of criminal law related to unlawfulness, public interest, and the juridical consequences of settlement in cases containing criminal elements.

The conceptual approach is used to understand and examine legal concepts relevant to settlement agreements in sexual harassment cases, such as the concept of contractual validity, good faith, imbalance of bargaining power between parties, and the relationship between private and public interests. This approach is important to provide a theoretical foundation for assessing whether settlement agreements made in the context of sexual harassment can be legally justified and to what extent their legal consequences may be recognized.

The legal materials used in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include relevant statutory regulations, such as the Civil Code and the Criminal Code. In addition, primary materials also include other legal provisions directly related to the regulation of sexual harassment and out-of-court dispute resolution mechanisms. Secondary legal materials consist of legal literature, such as textbooks, scientific journals, previous research findings, and expert opinions discussing contract law, settlement, and criminal law. Tertiary legal materials are used as supporting sources, such as legal dictionaries and legal encyclopedias, to clarify terms and concepts used in the research.

The technique for collecting legal materials is carried out through library research, namely by tracing, inventorying, and examining various legal sources relevant to the research problem. This library study is conducted systematically to obtain legal materials that have strong authority and relevance in supporting legal analysis.

The analysis of legal materials is conducted qualitatively using a normative analytical method. The collected materials are analyzed by interpreting applicable legal provisions, examining consistency among norms, and assessing their application in the context of resolving sexual harassment cases through settlement agreements. This analysis is carried out descriptively and analytically, namely by describing existing legal provisions and then critically analyzing them to answer the research questions.

Through this research method, it is expected that a comprehensive understanding can be obtained regarding the validity of settlement agreements in resolving sexual harassment cases and the legal consequences arising therefrom, both from civil and criminal law perspectives. The results of this study are expected to contribute academically to the development of legal science, as well as serve as a practical reference in assessing the use of settlement mechanisms in cases that contain criminal dimensions.

RESULT AND DISCUSSION

The Position of Settlement Agreements in the Perspective of Civil Law

The resolution of sexual harassment cases through settlement based on agreements presents complex legal issues because it lies at the intersection of civil and criminal law. In the Indonesian legal system, agreements are recognized as a legitimate source of legal relationships as long as they comply with statutory provisions. Article 1313 of the Civil Code defines an agreement as a legal act that creates obligations between parties. However, when the object of the agreement relates to an event that has criminal dimensions, its assessment cannot be conducted solely from a civil law perspective.

A settlement agreement (*dading*), as regulated in Article 1851 of the Civil Code, is essentially a private dispute resolution mechanism. This instrument is commonly used in civil cases to end conflicts without litigation. However, in the context of sexual harassment, the dispute being resolved is not merely a civil conflict but an event qualified as a criminal offense under positive law.

The principle of freedom of contract allows parties to determine the contents and form of an agreement as long as it does not conflict with the law, public order, or morality. Nevertheless, modern legal developments show that freedom of contract cannot be separated from the principle of protecting weaker parties (Nurherwati, 2022: 336). In sexual harassment cases, victims are often in vulnerable positions, both psychologically and socially, so their freedom of will must be examined more strictly.

The requirement of consent in Article 1320 of the Civil Code is a crucial aspect in assessing the validity of settlement agreements. Consent must arise from free will without coercion, mistake, or fraud. In practice, victims of sexual harassment may experience social pressure, institutional pressure, or unequal power relations. Such situations may obscure the element of voluntariness in the consent given.

If consent is obtained through pressure or abuse of circumstances, the agreement may be considered legally defective and subject to annulment. This doctrine aligns with the principle that agreements not fulfilling subjective requirements may be canceled at the request of the injured party. Thus, even if an agreement is formally made and signed, its validity must still be tested substantively.

In addition to consent, the element of lawful cause also determines the validity of an agreement. Article 1337 of the Civil Code states that a cause is prohibited if it contradicts the law, morality, or public order. If a settlement agreement contains clauses prohibiting the victim

from reporting or requiring the termination of criminal proceedings, such clauses may conflict with public order.

In this context, the purpose of the agreement becomes an important factor. If the purpose is to avoid criminal legal proceedings, such cause is questionable. Agreements contrary to public law cannot be legally justified and may be null and void.

However, not all settlement agreements in sexual harassment cases are automatically invalid. If the agreement only regulates civil aspects such as compensation or restitution without restricting the victim's right to report, it may still be acceptable within civil law. In this context, the agreement functions as a complement, not a substitute, for criminal law mechanisms.

Furthermore, developments in national law through Law No. 12 of 2022 on Sexual Violence Crimes emphasize the importance of a victim-oriented approach (Law No. 12 of 2022: Article 3). This approach requires every dispute resolution mechanism to consider comprehensive victim recovery. Therefore, even if settlement agreements are permissible in civil law, their substance must not ignore the victim's rights to protection and justice.

The practice of restorative justice in criminal cases shows that resolution through dialogue and agreement must be accompanied by adequate supervision and legal assistance to avoid imbalance (Samudra, 2025: 8). Without professional assistance, settlement agreements in sexual harassment cases risk placing victims in pressured positions. Such conditions may affect the freedom of consent and ultimately render the agreement legally problematic.

The position of settlement agreements in civil law must therefore be understood proportionally. They remain subject to general civil law principles, especially regarding validity requirements and freedom of contract. However, their assessment cannot be separated from the public dimension of the underlying criminal act. Freedom of contract is recognized in civil law, but it is not absolute; it must be limited by broader legal interests, including victim protection and respect for applicable public law norms.

Limitations of Settlement in the Perspective of Criminal Law

In criminal law, sexual harassment is classified as a criminal offense that violates the dignity and integrity of the victim. Law No. 12 of 2022 on Sexual Violence Crimes explicitly affirms that case handling must ensure victim protection, justice, and recovery (Law No. 12 of 2022: Article 3). This provision demonstrates that the state considers sexual violence a serious violation that cannot be reduced to a mere interpersonal conflict.

The public nature of criminal offenses means that law enforcement processes do not fully depend on the will of the parties. The state has a constitutional obligation to prosecute and punish perpetrators to protect public interests. Therefore, private settlement cannot eliminate the state's authority to prosecute offenders. This principle aligns with the legality principle, which states that any act fulfilling the elements of a criminal offense must be processed according to applicable law.

Criminal law doctrine states that settlement may only function as a mitigating factor in sentencing, not as a basis for eliminating criminal liability, unless explicitly stipulated by law. In sexual harassment cases, the Sexual Violence Law does not provide room for privatizing cases through settlement agreements. Accordingly, settlement agreements cannot serve as grounds to terminate investigation or prosecution.

Luthfi Widagdo Eddyono (2022) emphasizes that handling sexual violence must be placed within a human rights framework and must not be reduced to a purely private matter. Approaches that privatize such cases risk weakening victim protection and obscuring state responsibility in ensuring justice.

On the other hand, restorative justice has indeed developed within Indonesia's legal system. However, its application must observe normative limitations so as not to create

revictimization or imbalance (Nirmala, 2024: 45). In sexual harassment contexts, caution is essential because of unequal power relations between perpetrator and victim.

If settlement agreements are used to stop investigations or prosecutions, this would contradict the principles of legality and rule of law. Settlement must not become an instrument to avoid criminal responsibility.

Furthermore, criminal law serves both preventive and repressive functions. The preventive function aims to deter crime through the threat of sanctions, while the repressive function aims to punish offenders as a form of accountability. If settlement becomes a common practice in sexual harassment cases, the preventive function of criminal law risks weakening because perpetrators do not experience firm legal consequences.

The Sexual Violence Law also emphasizes a victim-centered approach, including the right to protection from intimidation and pressure during legal processes (Law No. 12 of 2022: Article 67). In this context, settlement conducted without supervision and assistance may expose victims to renewed pressure, contradicting the law's protective spirit.

Empirical studies show that in restorative justice practice, successful resolution largely depends on balanced positions between parties and adequate legal assistance (Samudra, 2025: 8). Without such mechanisms, settlement processes may become mere formalities that disadvantage victims and benefit perpetrators.

Moreover, within the criminal justice system, there is a broader societal interest in knowing and evaluating how sexual violence cases are handled. Transparency and accountability form part of public trust in the legal system. If resolution is conducted privately through closed agreements, public oversight of law enforcement becomes limited.

The limitations of settlement in criminal law are also related to the principle of non-derogable rights in human rights perspectives. Sexual violence constitutes a violation of bodily integrity and human dignity categorized as a serious offense. Therefore, its resolution cannot fully depend on private compromise between parties.

The limits of settlement in criminal law must be clearly defined both normatively and practically. Settlement may be considered as part of a recovery-oriented approach, especially within a victim-centered framework, but it must not eliminate the state's obligation to enforce the law. Properly positioning settlement mechanisms is crucial to ensure that victim protection, legal certainty, and crime prevention remain upheld within the criminal justice system.

Conflict Between Private and Public Interests

One of the main issues in dispute resolution through settlement agreements is the conflict between private and public interests. In sexual harassment cases, this conflict becomes more apparent because the incident involves the victim's personal experience while simultaneously affecting broader social order and values. From the victim's perspective, settlement is often seen as a faster and less stressful solution compared to formal legal proceedings that are lengthy, public, and potentially retraumatizing.

Victims of sexual harassment frequently face psychological and social barriers when undergoing criminal justice processes. Examination procedures, confrontation with the perpetrator, and possible social stigma can influence a victim's decision to agree to settlement. In this context, settlement may be understood as a mechanism perceived as better protecting the victim's privacy and psychological condition. However, such considerations do not always reflect the fulfillment of the victim's right to substantive justice.

On the other hand, criminal law has a public function that cannot be ignored. Criminal law enforcement aims to prevent repeated offenses, deter perpetrators, and affirm norms protected by the state. Law No. 12 of 2022 emphasizes that handling sexual violence crimes must ensure justice, protection, and recovery for victims (Law No. 12 of 2022: Article 3). This shows that public interest cannot be overridden solely by private agreements.

If private settlement becomes common practice, the preventive function of criminal law risks being reduced. Perpetrators may not experience adequate legal consequences, so the risk of repetition remains. From a criminal policy perspective, this could weaken the deterrent effect inherent in punishment systems.

Samudra (2025: 8) shows that in restorative justice practice, victims often occupy weaker bargaining positions if not adequately assisted. Power imbalances, whether social or institutional, can affect negotiation processes and produce agreements that do not fully reflect the victim's free will. Such conditions risk creating substantive injustice even if a formal agreement is reached.

Pragmatic considerations such as institutional reputation, social pressure, or the desire to preserve public image often influence settlement decisions. In some cases, institutions prefer internal resolution to avoid public scrutiny. However, such approaches risk sidelining both victim interests and public interests in transparency and accountability.

The conflict between private and public interests is also reflected in the aspect of broader societal protection. Sexual harassment crimes do not only affect one victim but also generate insecurity within the community. Therefore, their handling contains a collective prevention dimension that cannot be resolved solely through agreements between individuals.

Luthfi Widagdo Eddyono (2022) emphasizes that sexual violence must be placed within a human rights framework and state responsibility. When cases are resolved privately without adequate legal process, there is a risk that the state fails to fulfill its obligation to protect citizens from rights violations.

Moreover, restorative justice approaches in sexual violence cases require certain prerequisites, such as perpetrator acknowledgment, victim consent free from pressure, and independent supervision (Nirmala, 2024: 45). Without these, settlement processes may become mere formalities that fail to provide optimal protection for victims.

This conflict also relates to the principle of equality before the law. If settlement is more accessible to perpetrators with greater power or resources, equality before the law may erode. This could create disparities in law enforcement and weaken public trust in the justice system.

The use of settlement agreements in sexual harassment cases may also affect crime statistics and public perception. When many cases are resolved privately, official law enforcement data may no longer reflect reality, hindering evidence-based policymaking for prevention.

The conflict between private and public interests therefore demands balance between victims' rights to choose and the state's obligation to enforce the law. In some situations, victims may choose settlement as a way to regain control over traumatic experiences. However, such choices must still be placed within a legal framework ensuring that public interests are not ignored.

Resolving sexual harassment cases through settlement agreements cannot be assessed solely in terms of efficiency or practicality. Legal evaluation must consider impacts on victim protection, crime prevention, and public trust in the justice system. The tension between private and public interests shows that settlement mechanisms must be positioned proportionally. Settlement must not be used in ways that obscure criminal law's function as a tool for societal protection and enforcement of public norms.

Legal Consequences of Settlement Agreements

If a settlement agreement is declared valid, it binds the parties according to the principle of *pacta sunt servanda*. This principle affirms that every legally formed agreement functions as law for the parties who make it. Consequently, the agreement must be executed in good faith as stipulated in Article 1338 of the Civil Code. In sexual harassment contexts, this means

obligations such as compensation, restitution, or other agreed responsibilities must be consistently fulfilled.

However, such binding force applies only to civil aspects. Criminal proceedings may still continue because state authority cannot be eliminated through private agreement. Law No. 12 of 2022 confirms that the state bears responsibility in handling sexual violence crimes to ensure justice and victim protection (Law No. 12 of 2022: Article 3). Therefore, a settlement agreement cannot serve as grounds to terminate investigation or prosecution.

Conversely, if an agreement is declared null and void because it conflicts with public order or statutory law, it is considered never to have existed. This may occur if the agreement contains clauses prohibiting the victim from reporting or explicitly halting criminal processes. In such cases, the parties return to their original positions and have no legal basis to demand performance.

In situations where the agreement is void, victims retain the right to pursue criminal and/or civil legal remedies. A settlement should not be understood as the end of legal protection. In many cases, annulment may reopen access to more comprehensive recovery mechanisms.

Legal consequences also relate to the perpetrator's moral and social responsibility. Even if the agreement applies only within civil law, perpetrators remain subject to criminal liability if criminal elements are fulfilled. Thus, settlement does not eliminate the unlawful nature of sexual harassment.

Another possible consequence is the emergence of new disputes if one party fails to perform the agreement. If a perpetrator does not fulfill agreed compensation or recovery obligations, the victim may file a breach of contract claim. This demonstrates that settlement agreements remain subject to civil enforcement mechanisms.

On the other hand, if a victim has received compensation under a settlement agreement, this does not eliminate their right to continue criminal proceedings. In criminal law doctrine, receipt of compensation does not automatically erase criminal liability. The state retains authority to determine whether criminal elements are satisfied.

Samudra (2025: 9) stresses that restorative justice should function as a complement, not a substitute, for the criminal justice system. In this framework, legal consequences of settlement must be proportionally positioned so as not to weaken punishment functions or victim protection.

The existence of a settlement agreement may be considered by judges when rendering criminal decisions. Such settlement may serve as a mitigating factor, provided it does not eliminate elements of fault and liability. In this sense, its effect is relevant only at sentencing and does not affect proof of criminal elements.

From a human rights perspective, the legal consequences of settlement agreements must ensure that victims do not lose their right to justice. Luthfi Widagdo Eddyono (2022) emphasizes that handling sexual violence must prioritize victim protection and not stop at formal agreements alone.

Furthermore, if a settlement is conducted without adequate legal assistance, there is a risk that victims do not fully understand its legal consequences. In such circumstances, the agreement's validity may be questioned and may later be subject to annulment.

Legal consequences also extend to social dimensions. Closed settlement agreements may create public perceptions that perpetrators escape criminal sanctions, potentially reducing trust in the justice system and in criminal law's effectiveness in addressing sexual violence.

If settlement practices recur repeatedly, there is a risk of forming a social precedent that sexual harassment can be resolved privately. Such precedent may obscure the normative message that sexual violence is a serious violation of law and human dignity, thereby weakening criminal law's function as a protector of public interests.

Thus, the legal consequences of settlement agreements in sexual harassment cases must be understood comprehensively. A valid agreement binds in civil law but does not eliminate the state's authority to enforce criminal law. Conversely, agreements that conflict with public order are null and void and have no binding force.

Ultimately, settlement agreements must be used proportionally and cautiously. They may regulate civil aspects but cannot serve as a basis for eliminating criminal responsibility. A balanced approach between victim protection and law enforcement is essential so that settlement mechanisms do not deviate from the fundamental purposes of law.

CONCLUSION

Conclusion

Settlement agreements in resolving sexual harassment cases can only be considered valid if they fulfill the legal requirements for a valid contract as stipulated in Article 1320 of the Civil Code, particularly the existence of consent arising from free will and a lawful cause that does not conflict with law, morality, or public order. In the context of sexual harassment, such validity must be strictly examined given the potential for psychological pressure, unequal power relations, and the victim's vulnerable condition, all of which may affect freedom of consent. From a criminal law perspective, a settlement agreement does not eliminate the unlawful nature of sexual harassment, as such offenses concern public legal interests protected by the state. The legal consequences of a settlement agreement are limited to the civil sphere and cannot serve as a basis to negate the state's authority to conduct investigation, prosecution, and punishment. Therefore, the use of settlement agreements must be positioned proportionally so as not to weaken victim protection or the preventive function of criminal law.

Recommendations

Caution is required in using settlement agreements as a mechanism for resolving sexual harassment cases so that they do not conflict with principles of law enforcement and victim protection. Law enforcement officers and legal practitioners are expected to carefully assess the validity of settlement agreements, particularly regarding the freedom of consent and the purpose of the agreement. In addition, policymakers should formulate clearer guidelines regarding the limits of using settlement in cases involving criminal dimensions, in order to prevent misuse of agreements as a means of evading legal responsibility. Future research is expected to examine empirical aspects to complement the normative analysis conducted in this study.

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