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Resolution without Enforcement: A Critical Study of Case Closure and Substantive Justice In Indonesian Court Mediation

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Abstract: This study analyses the quality standards of mediated outcomes and the safeguarding mechanisms associated with withdrawal and consent judgments under Supreme Court Regulation (Perma) No. 1 of 2016, through the lens of *ṣulḥ*, to offer a substantively just model of mediation. Methodologically, the research adopts a normative-conceptual approach, applying dispute system design doctrine to Indonesia's mediation regulation. Qualitative analysis is conducted on ten sample court decisions representing post-mediation dispositions. The findings indicate that Perma No. 1 of 2016 frames mediation "success" in terms that prioritize case closure over the locking-in of enforceable commitments, thereby weakening protection for claimants in high-stakes disputes. A *ṣulḥ*-based procedural design is argued to support mediated settlements that are more binding, executory, and capable of deterring dispute recurrence. This study recommends that Perma No. 1 of 2016 be supplemented with a substantive initial classification mechanism requiring mediators to identify the type of dispute and its economic value, and to steer mediation toward an executory consent judgment.
Keywords: mediation; consent judgments; withdrawal orders; *ṣulḥ*

Abstrak: Penelitian ini bertujuan menganalisis standar mutu hasil mediasi dan mekanisme pengamanan antara pencabutan gugatan dan putusan perdamaian melalui lensa *ṣulḥ* terhadap pengaturan Perma No. 1 Tahun 2016 sehingga dapat memberikan tawaran model mediasi yang berkeadilan substantif. Metode penelitian yang digunakan yaitu normatif–konseptual yaitu analisis doktrin *dispute system design* terhadap pengaturan mediasi di Indonesia. Data dianalisis secara kualitatif yaitu sepuluh sampel putusan pengadilan luaran mediasi. Hasil

penelitian menunjukkan bahwa indikator keberhasilan mediasi dalam Perma No. 1 Tahun 2016 memprioritaskan penutupan perkara dibanding pengikatan komitmen yang dapat dieksekusi, yang pada akhirnya mengurangi perlindungan bagi penggugat dalam sengketa bernilai tinggi. Desain prosedural berbasis *ṣulḥ* dapat mendukung kesepakatan mediasi yang lebih mengikat, eksekutorial, dan berdaya cegah terhadap pengulangan sengketa. Penelitian ini merekomendasikan agar Perma No. 1 Tahun 2016 dilengkapi mekanisme klasifikasi awal substantif yang mewajibkan mediator mengidentifikasi jenis perkara serta nilai ekonominya, lalu mengarahkan mediasi pada putusan perdamaian yang eksekutorial.
Kata Kunci: mediasi; putusan perdamaian; pencabutan gugatan; *ṣulḥ*

Introduction

The withdrawal of the case and the settlement decision resulting from successful mediation raise problems at two levels.[1] In principle, mediation aims to restore relationships and stop disputes from escalating. In practice, however, when mediation ends with a simple withdrawal and no clearly articulated settlement, uncertainty persists—and the same conflict can readily resurface.[2] In such circumstances, mediation risks being perceived as an administrative device for reducing caseloads rather than a forum of reconciliation capable of generating durable peace.[3] The consequences extend beyond the parties—who may re-enter litigation over the same dispute—to the justice system itself, which must absorb repeat filings, associated social costs, and the erosion of public confidence in mediation's effectiveness.[4]

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1 Syufaat Syufaat, "Penerapan Prosedur Mediasi Dalam Penyelesaian Sengketa Wakaf Di Pengadilan Agama," *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 1, no. 1 (May 2018): 21–36, https://doi.org/10.24090/volksgeist.v1i1.1678; Ramdani Wahyu Sururie, "Implementasi Mediasi Dalam Sistem Peradilan Agama," *Ijtihad: Jurnal Wacana Hukum Islam Dan Kemanusiaan* 12, no. 2 (2012), https://doi.org/https://doi.org/10.18326/ijtihad.v12i2.145-164.

2 George L. Priest and Benjamin Klein, "The Selection of Disputes for Litigation," *The Journal of Legal Studies* 13, no. 1 (January 1984): 1–55, https://doi.org/10.1086/467732.

3 Evan Hoffman and Jacob Bercovitch, "Examining Structural Components of Peace Agreements and Their Durability," *Conflict Resolution Quarterly* 28, no. 4 (June 2011): 399–426, https://doi.org/10.1002/crq.20031; Achmad Irwan Hamzani et al., "Non-Procedural Dispute Resolution: Study of the Restorative Justice Approach Tradition in Indonesian Society," *International Journal of Offender Therapy and Comparative Criminology* 69, no. 4 (March 2025): 373–87, https://doi.org/10.1177/0306624X231165425.

4 Muhammad Saifullah, "Efektivitas Mediasi Dalam Penyelesaian Perkara Perceraian Di Pengadilan Agama Jawa Tengah," *Al-Ahkam* 25, no. 2 (October 2015): 181, https://doi.org/10.21580/ahkam.2015.25.2.601; Abdullah Taufik, "The Settlement Principles and

Article 27 of Supreme Court Regulation (Perma) No. 1 of 2016 on Court-Annexed Mediation allows parties whose mediation is successful to choose between two legal outcomes: a peace judgment or the withdrawal of the claim.[5] Each option carries different consequences and reflects a different quality of dispute resolution. A peace judgment includes a deed of settlement that orders the parties to comply with the settlement agreement and may be enforced if either party fails to perform its obligations under it.[6] By contrast, the withdrawal of a claim is generally treated as if the case had never existed.[7]

Although a peace judgment sets out the parties' obligations under the settlement agreement, it does not entirely preclude the possibility of recurring disputes. This can be seen, for example, in the case registered before the Semarang District Court under Case No. 423/Pdt.G/2012/PN.Smg.[8] The substance of the dispute concerned a substantial breach of contract claim, in which the plaintiff sought compensation for losses and a conservatory attachment over the defendant's land certificates. During mediation, the defendant acknowledged the debt owed to the plaintiff. The parties then formulated a settlement agreement setting out their respective rights and obligations, including the amount of payment, the payment period, and the defendant's security for repayment. This agreement was subsequently incorporated into a peace judgment by the judge hearing the case.

However, implementation failed when one of the defendants did not deliver the pledged land-certificate security as required under the consent judgment. The plaintiff therefore commenced follow-on civil proceedings registered as Case No. 436/Pdt.G/2014/PN Smg.[9] The relief sought included, inter alia, judicial recognition of the validity and binding force of the payment

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Effectiveness of Divorce by Mediation of Islamic Civil Perspective: A Critical Review of the Supreme Court Regulation," *Justicia Islamica* 18, no. 1 (June 2021): 168–88, https://doi.org/10.21154/justicia.v18i1.2139.

5 Regulation of the Supreme Court of the Republic of Indonesia No. 1 of 2016 concerning Mediation.

6 Dewi Sulistianingsih and Indira Fibriani, "Problematik Akta Perdamaian Pada Penyelesaian Sengketa Keperdataan Melalui Mediasi," *Jurnal Suara Hukum* 5, no. 1 (August 2023): 179–89, https://doi.org/10.26740/jsh.v5n1.p179-189.

7 Yenny Sri Wahyuni and Rama Dhana, "Pencabutan Petitum Pada Perkara Cerai Talak (Analisis Putusan Hakim Nomor 217/Pdt.G/2020/Ms-Bna)," *El-Usrah: Jurnal Hukum Keluarga* 4, no. 2 (November 2021): 295, https://doi.org/10.22373/ujhk.v4i2.10155.

8 "Semarang District Court Case Tracking Information System," 2026, https://sipp.pn-semarangkota.go.id/index.php/detil_perkara.

9 "Semarang District Court Case Tracking Information System."

agreement, declarations of breach of the prior consent judgment and settlement agreement, orders compelling performance of the consent judgment (including delivery of the land certificate), attachment measures, and the imposition of coercive fines (*dwangsom*).

Indonesia's muslim-majority society, with its longstanding tradition of *musyawarah*[10] as a mode of dispute settlement, provides a normative reservoir for strengthening the substantive orientation of mediation.[11] Within Islamic legal thought, the doctrine of *ṣulḥ* frames reconciliation through agreements that are clear, fair, and directed toward the comprehensive termination of the dispute rather than the mere cessation of proceedings. Even so, *ṣulḥ* has yet to be systematically embedded in Indonesian court-annexed mediation as a framework that meaningfully guides procedure, drafting practices, and outcome selection.[12] This shortfall becomes particularly apparent when the process is examined through a Prisoner's Dilemma lens, where weakly specified commitments and limited enforcement pathways can leave post-settlement incentives misaligned with sustained compliance. Where agreements lack credible enforcement and sanctioning mechanisms, parties' rational choices may shift toward opportunistic behavior.[13] This study responds to the need to shift court-annexed mediation from a narrow emphasis on "case disposal" toward substantive reconciliation.

Research on court-annexed mediation—both in its regulatory design and its day-to-day judicial practice—has been undertaken from a wide range of

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[10] Fatahillah Abdul Syukur and Dale Margaret Bagshaw, "Court–Annexed Mediation in Indonesia: Does Culture Matter?," *Conflict Resolution Quarterly* 30, no. 3 (March 2013): 369–90, https://doi.org/10.1002/crq.21067.

[11] Herliana Herliana, "Maqasid Al-Sharia in Court-Mediation Reform: A Study on Efficiency and Social Justice in Medical Disputes," *De Jure: Jurnal Hukum dan Syar'iah* 15, no. 2 (December 2023): 214–29, https://doi.org/10.18860/j-fsh.v15i2.23962; Dar Nela Putri, "Konsep Urf Sebagai Sumber Hukum Dalam Islam," *El-Mashlahah* 10, no. 2 (December 2020): 14–25, https://doi.org/10.23971/maslahah.v10i2.1911; Jefry Tarantang, "Cita Hukum Dan Sistem Nilai Etika Advokat Dalam Penyelesaian Sengketa Hukum Keluarga Islam," *El-Mashlahah* 9, no. 2 (December 2019), https://doi.org/10.23971/maslahah.v9i2.1693; Rohmad Agus Solihin and Imron Fauzi, "Community, Court, and Conciliation: Designing a Hybrid Mediation Model for Islamic Divorce Adjudication," *Asy-Syir'ah: Jurnal Ilmu Syari'ah Dan Hukum* 59, no. 2 (January 2026): 214–30, https://doi.org/10.14421/ajish.v59i2.1619.

[12] Euis Nurlaelawati and Stijn Cornelis Van Huis, "The Status of Children Born Out of Wedlock and Adopted Children in Indonesia: Interactions Between Islamic, Adat, and Human Rights Norms," *Journal of Law and Religion* 34, no. 3 (December 2019): 356–82, https://doi.org/10.1017/jlr.2019.41.

[13] Ernst Fehr and Simon Gächter, "Altruistic Punishment in Humans," Nature 415, no. 6868 (January 2002): 137–40, https://doi.org/10.1038/415137a.

perspectives. The reviewed scholarship consistently underscores that the success of court mediation cannot be reduced to mere case disposition; rather, it hinges on institutional design, process quality, and the durability of mediated outcomes. Lande identifies a structural dissonance between mediation's aspirational, conciliatory ethos and the judicial system's singular emphasis on efficient case settlement.[14] This orientation tends to discourage meaningful court supervision and, in turn, enables a process environment susceptible to adversarial conduct, confusion, and procedural unfairness—particularly in relation to the enforcement of mediated settlements and the persistent tension between contract-based logics, bright-line rules, and the principle of party self-determination. Hoffman and Bercovitch deepen this account by foregrounding the durability of peace: better agreements are those drafted prospectively, anticipate implementation frictions, and reinforce parties' incentives to remain cooperative after formal signing.[15] Normative contributions are advanced by Darmawan et al. through the concept of *islah*, which is argued to enrich contemporary legal practice by strengthening participatory justice and restoring social relationships.[16] Herliana, employing a *maqāṣid al-sharīa* framework, similarly emphasizes that efficiency must be balanced against social justice, which requires judge-mediators to be proactive, communicatively capable, and substantively competent.[17] In the context of Indonesia's Religious Courts, Hariyanto et al. highlight the continuing centrality of judges as mediators amid the uneven availability of non-judge mediators.[18] Dušková and Holas document variations in judicial commitment to mediation and a tendency to idealize withdrawal of action, while simultaneously stressing the practical necessity of agreements that are

[14] John Lande, "Using Dispute System Design Methods to Promote Good-Faith Participation in Court-Connected Mediation Programs," *SSRN Electronic Journal*, ahead of print, 2003, https://doi.org/10.2139/ssrn.358420.

[15] Hoffman and Bercovitch, "Examining Structural Components of Peace Agreements and Their Durability."

[16] Joko Budi Darmawan et al., "Incorporating Islah Principles into Restorative Justice: Bridging Contemporary Legal Practice and Islamic Values," *MILRev: Metro Islamic Law Review* 4, no. 1 (May 2025): 269–94, https://doi.org/10.32332/milrev.v4i1.10435.

[17] Herliana, "Maqasid al-Sharia in Court-Mediation Reform."

[18] Erie Hariyanto, Moh. Efendi, and Sulistiyawati Sulistiyawati, "Dilema Hakim Pengadilan Agama Dalam Menyelesaikan Perkara Hukum Keluarga Melalui Mediasi," *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 4, no. 1 (June 2021): 115–24, https://doi.org/10.24090/volksgeist.v4i1.4333.

specific, comprehensive, and consistent with substantive law.[19] Coleman et al. complement these insights through a "situated model" of mediation, positing that mediator strategies and outcomes are contingent upon situational dimensions-conflict intensity, relational dynamics, contextual tightness, and the presence of overt versus latent issues.[20]

Building on these findings, the present study positions itself at the intersection of dispute system design critique, agreement-durability engineering, and the integration of Islamic normative frameworks. It advances the operationalization of the doctrine of *ṣulḥ* as a dispute system design instrument for formulating procedural standards that steer court-annexed mediation toward substantive reconciliation. Specifically, the study advances baseline drafting standards for mediated settlements—ensuring clear allocation of rights and duties, full coverage of contested issues, and workable compliance arrangements—alongside rigorous checks of parties' free and informed consent, and procedural mechanisms to bridge the "procedural finality" shortfall that may follow outcomes such as withdrawal of claims. In doing so, the study aims to reorient court-connected mediation away from mere termination of proceedings and toward settlements that are more legally certain, enforceable, and capable of mitigating recurring conflict.

This study adopts a normative-conceptual design that combines doctrinal legal analysis with a dispute system design approach. The doctrine of *ṣulḥ* is employed as an evaluative lens to assess the procedural quality and outcome standards of court-annexed mediation. Primary legal materials include Perma No. 1 of 2016, relevant provisions of Indonesian civil procedure, and judicial outputs in the form of both consent judgments and orders recording withdrawal of claims. Secondary sources comprise peer-reviewed ADR scholarship and Islamic legal literature on *ṣulḥ*, *maqāṣid*, and related legal maxims. The analysis proceeds in three stages: first, a content analysis

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[19] Lenka Dušková and Jan Holas, "Mediation Agreement in the Courtroom," *Conflict Resolution Quarterly* 43, no. 1 (September 2025): 171–79, https://doi.org/10.1002/crq.21487; Eneng Nuraeni and Ramdani Wahyu Sururi, "Mediation in Household Dispute Reconciliation: Prospects and Challenge," *Khazanah Hukum* 4, no. 2 (August 2022): 120–28, https://doi.org/10.15575/kh.v4i2.19113.

[20] Peter T. Coleman et al., "Putting the Peaces Together: A Situated Model of Mediation," *International Journal of Conflict Management* 26, no. 2 (April 2015): 145–71, https://doi.org/10.1108/IJCMA-02-2014-0012; Nurlaili Rahma, "Keuntungan Mediasi Dalam Perkara Perceraian Dengan Adanya Perma Nomor 1 Tahun 2016," *Ahkam: Jurnal Hukum Islam* 6, no. 1 (July 2018): 84–105, https://doi.org/10.21274/ahkam.2018.6.1.84-105.

mapping Perma's normative structure; second, a comparative doctrinal analysis assessing differences in legal effect, enforceability, and legal certainty between the two mediation outcomes; and third, a normative design synthesis translating these findings into minimum settlement-content standards.

Procedural Closure versus Substantive Settlement: Doctrinal Implications of Perma 1/2016's Dual Mediation Outcomes

In Indonesia's civil justice system, mediation is positioned as a court-connected mechanism embedded within the litigation process, particularly at the early stage after case registration and before the court proceeds to a full examination of the merits.[21] Because mediation is normatively mandatory, its success bears immediate consequences for the termination of proceedings, while simultaneously bringing into contact two distinct orientations: an adjudicative orientation grounded in evidentiary determination and judgment, and a consensual orientation that prioritizes participation, negotiation, and the restoration of relational ties.[22] Perma No. 1 of 2016 provides for two primary mediation outcomes: a consent judgment and a withdrawal order.[23] Although both outcomes terminate the case, they do not necessarily produce resolutions of equivalent quality.[24]

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[21] Gunawan Widjaja, "Managing Legal Disputes Through Alternative Disputes Resolution," *Journal of Ecohumanism* 3, no. 3 (June 2024): 451–60, https://doi.org/10.62754/joe.v3i3.3347; Alain Brouillet, "Mediation as a Technique of Dispute Settlement," in *International Conflict Resolution*, 1st ed., ed. Ramesh Thakur (Routledge, 2019), 165–73, https://doi.org/10.4324/9780429041921-11; Karmawan Karmawan, "Mediation in the Religious Courts of Indonesia," *AHKAM : Jurnal Ilmu Syariah* 20, no. 1 (June 2020), https://doi.org/10.15408/ajis.v20i1.13249.

[22] Anthony Bennett, "Experiencing Mediation from the Disputants' Perspective," in *Reframing Resolution*, ed. Richard Saundry, Paul Latreille, and Ian Ashman (London: Palgrave Macmillan UK, 2016), 171–90, https://doi.org/10.1057/978-1-137-51560-5_9; Sheena Sood and Anna Braden, "Mediation," in *Architect's Legal Handbook*, 11th ed., by Anthony Speaight Kc and Matthew Thorne (London: Routledge, 2025), 297–301, https://doi.org/10.4324/9781003507598-32.

[23] Regulation of the Supreme Court of the Republic of Indonesia No. 1 of 2016 concerning Mediation; Farhan Margono, St Rahmawati, and Faturahman Faturahman, "The Implementation of Maqāṣid Al-Syarīʿah by Mediator Judges in Divorce Mediation at the Watampone Religious Court Class 1A," *Al-Syakhsiyyah: Journal of Law and Family Studies* 7, no. 2 (November 2025): 53–72, https://doi.org/10.21154/syakhsiyyah.v7i2.11687.

[24] Sulistianingsih and Fibriani, "Problematik Akta Perdamaian Pada Penyelesaian Sengketa Keperdataan Melalui Mediasi"; Muhammad Amrullah Drs Nasrul et al., "A Comprehensive Comparative Analysis of Mediation Practices in Indonesia and Malaysia," *Khazanah Hukum* 6, no. 1 (April 2024): 63–80, https://doi.org/10.15575/kh.v6i1.31239.

From the perspective of legal consequences, withdrawal of a claim marks the closure of a case with minimal substantive elaboration.[25] There is no assessment of the correctness of the parties' allegations, no mapping of rights and obligations, and typically no formulation of enforceable duties. Accordingly, withdrawal effectively terminates the proceedings, yet it may leave residual uncertainty where the underlying legal relationship, the disputed object, or mechanisms of redress are not articulated with sufficient clarity. A consent judgment resolves the dispute by formalizing consensus into binding operational norms: it specifies what must be performed, by when, and through what modalities, thereby facilitating compliance monitoring and the management of breaches. This divergence in modes of case termination has implications for finality and the scope for re-litigation. A consent judgment tends to generate stronger finality because the agreed issues are incorporated into a judicial determination, making subsequent claims on the same subject more readily barred by the *ne bis in idem* principle—or, at minimum, more likely to be held inadmissible on the basis that a conclusive settlement already binds the parties.[26] In contrast, withdrawal closes the file without adjudication on the merits; in various configurations, this may leave room for re-filling, particularly where the withdrawal is not accompanied by a documented substantive settlement or an unambiguous waiver of rights.

Differences also emerge in the domains of enforcement and legal certainty. A consent judgment is enforceable because the parties' settlement is incorporated into a court decision. If a party defaults on its obligations, the aggrieved party may pursue enforcement mechanisms analogous to the execution of civil judgments, so that compliance does not depend solely on

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[25] Magdalena Surowiec, "Cessio Legis During Court Proceedings for Payment: Withdrawal of the Suit with a Waiver of the Claim Resulting in Damage to the Purchaser of the Claim," *Studia Iuridica Lublinensia* 30, no. 1 (March 2021): 307, https://doi.org/10.17951/sil.2021.30.1.307-323.

[26] Bas Van Bockel, "The Interpretation and Application of the Ne Bis In Idem Principle in the EU Area of Freedom, Security and Justice," in *Fundamental Rights in the EU Area of Freedom, Security and Justice*, 1st ed., ed. Sara Iglesias Sánchez and Maribel González Pascual (Cambridge University Press, 2021), 354–70, https://doi.org/10.1017/9781108769006.021; Péter Mezei, "'Not Twice for the Same': Double Jeopardy Protections Against Multiple Punishments: A Comparative Analysis of the Origins, Historical Development and Modern Application of the Ne Bis In Idem Principle," in *Fair Trial and Judicial Independence*, vol. 27, ed. Attila Badó, Ius Gentium: Comparative Perspectives on Law and Justice (Cham: Springer International Publishing, 2014), 197–219, https://doi.org/10.1007/978-3-319-01216-2_9.

good faith.[27] Moreover, recording the settlement clauses—who must do what, when, how, and with what consequences for non-performance—facilitates proof of breach and enables the design of more operational compliance arrangements. By contrast, in a withdrawal order, the settlement is typically not set out in detail in a binding instrument. As a result, when post-mediation disputes arise, the parties may struggle to demonstrate the content of the settlement and to assess whether a particular act constitutes breach of contract. This situation expands interpretive latitude, weakens deterrence against opportunistic behavior, and increases the likelihood of recurring disputes.

Legal certainty is also reflected in the costs, time, and risks associated with re-litigation. A consent judgment reduces post-mediation transaction costs by providing a relatively more direct enforcement pathway than commencing fresh proceedings, thereby shortening the period of uncertainty. A withdrawal order may save costs and time at the front end of the process (front-end efficiency). Yes, it can increase costs and risks at the back end when an informal settlement is not honored, and the parties are compelled to litigate anew. Accordingly, the relevant indicator of certainty is not merely the formal closure of a case, but the long-term stability of the resolution produced. Rationales of efficiency, access to justice, and peace-making justify mediation. Yet these objectives are not always aligned: efficiency pressure may favor rapid closure through withdrawal, whereas peace-making requires a substantively clear, fair, and enforceable settlement.[28] For this reason, strengthening post-mediation quality control and procedural design can enhance the conversion of mediated outcomes into consent judgments where the merits have been negotiated, confine withdrawal orders to circumstances that genuinely do not require continuing obligations, and implement voluntariness-verification protocols alongside minimum standards for settlement content.

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[27] Zainuddin Mappong, "Existence of Immediate Decisions (Uitvoerbaar Bij Voorraad) and Its Execution in the Civil Justice System in Indonesia," *Journal of Law and Sustainable Development* 11, no. 7 (September 2023): e997, https://doi.org/10.55908/sdgs.v11i7.997; Dian Dewi Khasanah et al., *Hukum Acara Perdata: Landasan Teori, Perkembangan, dan Praktik Kontemporer* (Sada Kurnia Pustaka, 2025).

[28] Sean Molloy, "Exclusionary Inclusion? Peace Agreements and Provisions on Child Protection," *Nordic Journal of Human Rights* 41, no. 4 (October 2023): 432–51, https://doi.org/10.1080/18918131.2023.2268997.

The Dichotomy Between Monetary and Non-Monetary Claims in Court: Limits and Operational Relevance

In civil litigation, monetary claims are demands whose primary remedy consists of the payment of a sum of money or the performance of obligations that can readily be converted into a monetary equivalent.[29] This category encompasses claims for damages (material and non-material loss, interest, and penalties), debt recovery and contractual payment obligations, as well as monetizable obligations—such as the delivery of goods or the completion of work—which, if unperformed, can be valued in money for compensatory purposes.[30] Their resolution and proof typically turn on quantifying value, allocating financial liability, specifying performance deadlines, and establishing evidence of payment or performance. By contrast, non-monetary claims seek remedies that primarily reconfigure or affirm legal status, regulate relationships, or direct conduct, rather than determining a monetary amount.[31] This group includes status determinations (e.g., divorce, annulment, and declaratory relief), relational orders (e.g., custody, access/visitation, and guardianship), and mandatory or prohibitory injunctions.[32]

Table 1 below provides that even though non-monetary claims do not formally seek the payment of money, some nonetheless carry an "economic shadow" —that is, significant and reasonably predictable economic consequences flowing from the requested changes in status, relationships, or

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[29] Syaiful Badri, Pristika Handayani, and Tri Anugrah Rizki, "Ganti Rugi Terhadap Perbuatan Melawan Hukum Dan Wanprestasi Dalam Sistem Hukum Perdata," *Jurnal USM Law Review* 7, no. 2 (July 2024): 974–85, https://doi.org/10.26623/julr.v7i2.9440; Yulia Yulia, *Hukum Acara Perdata* (Aceh: Unimal Press, 2018), 22.

[30] Ulya Selcuk, "Applicability of Compulsory Mediation Requirement of Financial Claims in the Case of Consolidated Proceedings," *GRUR International* 70, no. 6 (July 2021): 615–18, https://doi.org/10.1093/grurint/ikab028; Alan Doig, ed., "The Civil Route," in *Fraud*, 0 ed. (Routledge, 2016), 515–28, https://doi.org/10.4324/9781315583075-45; J. L. Epps and Courtney E. Read, "Medical Malpractice," in *Catastrophic Perioperative Complications and Management*, ed. Charles J. Fox, Iii, Elyse M. Cornett, and G. E. Ghali (Cham: Springer International Publishing, 2019), 355–70, https://doi.org/10.1007/978-3-319-96125-5_26.

[31] Weiyu Wu, "The Reform of the Compensation System for Ecological and Environmental Damage in China," Natural Resources Journal 60, no. 1 (2020): 63–102, JSTOR; Daphna Lewinsohn Zamar, "Can't Buy Me Love: Monetary Versus In-Kind Remedies," University of Illinois Law Review, no. 1 (2013): 151.

[32] Mukarramah Kamaliah and Mhd Yazid, "Legal Consciousness and Living Legal Reasoning: *Penghulus* and Mediation in Resolving Marital Disputes at the Religious Affairs Office of East Pontianak," *Indonesian Journal of Sharia and Socio-Legal Studies* 1, no. 2 (November 2025): 152–73, https://doi.org/10.24260/ijssls.1.2.127.

conduct.[33] In disputes over custody and contact, for example, determining a child's residence and allocating parenting time has direct implications for living expenses, education, healthcare, and parents' capacity to work, thereby shaping resource distribution beyond what is explicitly pleaded.[34] Similarly, injunctions prohibiting land occupation, trademark use, or specific conduct can determine access to productive assets, revenue streams, and compliance costs (including monitoring and operational adjustment). In status disputes—such as the validity of an agreement, ownership, or family status[35]—a declaratory judgment may either open or foreclose access to property, credit, security interests, and administrative entitlements. Accordingly, non-monetary claims require prospective and enforceable settlements, because their economic effects intensify opportunistic incentives and increase the risk of recurring disputes.

Table 1. A Typology of Civil Claims in Court

Category of Claims	Sub-Category	Characteristics of the Petition for Relief (*Petitum*)	Common Case Types
monetary claims	damages	payment of a quantified sum; may also seek specific acts or omissions	tort (unlawful acts), breach of contract
	asset distribution/ partition	division of assets; determination of shares/ entitlements	marital property division, inheritance disputes
	maintenance/ support	periodic obligations: spousal/ child maintenance;	spousal maintenance, child support

[33] Md. Shahjalal et al., "The Invisible Costs of Cancer Treatment: Quantifying Non-Medical Economic Consequences for Cancer Survivors Undergoing Systemic and Radiation Therapies," *Cancer Medicine* 14, no. 20 (October 2025): e71309, https://doi.org/10.1002/cam4.71309; Douwe Van Schie et al., "Economic and Non-Economic Loss and Damage: A Harmful Dichotomy?," *Global Sustainability* 7 (2024): e42, https://doi.org/10.1017/sus.2024.40.

[34] Michael Saini, Melissa Van Wert, and Jacob Gofman, "Parent–Child Supervised Visitation within Child Welfare and Custody Dispute Contexts: An Exploratory Comparison of Two Distinct Models of Practice," *Children and Youth Services Review* 34, no. 1 (January 2012): 163–68, https://doi.org/10.1016/j.childyouth.2011.09.011; Jonathan M. Raub et al., "Predictors of Custody and Visitation Decisions by a Family Court Clinic," *J Am Acad Psychiatry Law* 41, no. 2 (2013): 206–18.

[35] Zahraa Mahdi Dahash, "Family Law in Islamic and Secular Traditions: A Balanced Comparative Study on Gender Equity and Legal Reform," *International Journal of Sharia and Law* 1, no. 2 (October 2025): 101–16, https://doi.org/10.65211/ijsl.v1i2.10.

		education-related expenses	
	declaration of rights/ ownership	declaration of ownership or proprietary entitlement	property and proprietary rights disputes
	status determination/ creation	declaration of validity/ invalidity; dissolution of marriage; establishment of legal status (e.g., heirs)	divorce, annulment, status determination
non-monetary claims	relational regulation	arrangements for care, contact/visitation schedules, guardianship	custody, visitation/contact, guardianship
	personal-rights restoration/ rehabilitation	restoration of conditions; apology; takedown or removal of content	defamation/reputation, privacy, nuisance/interference

Source: author's classification, informed by civil procedural categories.

The determination of a mediation's final product—whether a consent judgment or a withdrawal order—can be coherently explained through the lens of the Prisoner's Dilemma,[36] namely as a problem of post-agreement incentive design. In a Prisoner's Dilemma, parties will rationally gravitate toward "defection"—through non-performance, delay, or self-serving interpretation—when the short-term gains from breach are high. At the same time, the costs of breach remain low due to the absence of credible enforcement.[37] Accordingly, the distinction between monetary and non-monetary claims does not merely turn on the presence or absence of money. Still, it signals whether the dispute generates economically measurable, continuing, or high-stakes obligations that raise the payoff to defection. In monetary claims—damages, debt recovery, monetizable performance, asset division, or maintenance-defection—it is almost always advantageous in the short term, for example, by

[36] Daniel R. Gilbert, "Prisoner's Dilemma," in *Wiley Encyclopedia of Management*, 1st ed., ed. Cary L. Cooper (Wiley, 2015), 1–2, https://doi.org/10.1002/9781118785317.weom020164.

[37] Marc Helmold, "Prisoners' Dilemma and Negotiation Types," in *Successful International Negotiations*, ed. Marc Helmold et al., Management for Professionals (Cham: Springer International Publishing, 2020), 25–29, https://doi.org/10.1007/978-3-030-33483-3_2.

withholding payment or delaying delivery, so that, if closure is achieved only through a withdrawal order, compliance will largely depend on good faith. By contrast, a consent judgment operates as a commitment device: it formalizes obligations, clarifies breach standards, and provides an enforcement pathway, thereby increasing the cost of defection and stabilizing cooperation.

A similar logic applies to non-monetary claims that are often assumed to be low-risk, but which frequently carry an economic shadow and involve continuing relationships that keep defection attractive. Custody and contact arrangements, mandatory or prohibitory orders, and status disputes that require implementation steps (such as document handover or administrative changes) involve conduct that must be complied with repeatedly, so that unclear terms or the absence of enforcement leave open space for opportunism and relitigation.[38] Against this backdrop, a withdrawal order is appropriate only where performance has been factually completed, can be evidenced, and is coupled with an unambiguous release of claims, leaving no residual "game" after mediation.

Based on a review of civil judgments published on the Supreme Court's Decision Directory, several cases were identified as having been resolved amicably through two principal legal outcomes: withdrawal of the claim and peace judgment. The table below compiles these decisions by classifying the type of claim as either monetary or non-monetary, specifying whether the relief sought primarily concerns pecuniary loss (material and related financial components) or particular acts/conduct, and assessing the degree of economic shadow and the potential for recurring conflict as preliminary indicators for evaluating closure strength and the residual risk that disputes may re-emerge after settlement.

Table 2. Classification of Sample Civil Judgments Concluded by Settlement

Judgment	Legal Outcome	Type of Claim	Relief Sought
Semarang District Court Decision No. 423/PDT.G/2012/PN. Smg	peace judgement	monetary claims (breach of contract)	payment of compensation and placement of

[38] Takao Kusakawa, Kazuhito Ogawa, and Tatsuhiro Shichijo, "An Experimental Investigation of a Third-Person Enforcement in a Prisoner's Dilemma Game," *Economics Letters* 117, no. 3 (December 2012): 704–7, https://doi.org/10.1016/j.econlet.2012.08.014.

			confiscated collateral on land
Sampang District Court Decision No. 1/Pdt.G.S/2022/PN Spg	withdrawal order	monetary claims (breach of contract)	payment of a sum of money
Bengkulu District Court Decision No. 4/Pdt.Sus-PHI/2023/PN Bgl	withdrawal order	monetary claims (industrial relations dispute)	return of diploma/certificate; payment of allowances; payment of severance/termination benefits; payment of wage/salary shortfall below the Bengkulu City minimum wage; security attachment (*sita jaminan*)
Wamena District Court Decision No. 16/Pdt.G/2021/PN Wmn	withdrawal order	non-monetary claims (divorce)	dissolution of marriage
Sangatta District Court Decision No. 43/Pdt.G/2021/PN Sgt	withdrawal order	monetary claims (tort/unlawful act)	declaration of land ownership; eviction/vacating of the disputed object; payment of material damages
Selong District Court Decision No. 47/Pdt.G/2021/PN Sel	withdrawal order	monetary claims (tort/unlawful act)	declaration of ownership; declaration annulling the right of management (HPL); order requiring the defendant to remove/hand over the disputed object from the Right of Management Certificate
Stabat District Court Decision No.	peace judgment	monetary claims (breach of contract)	declaration that the security attachment is valid and of legal

15/Pdt.G.S/2017/PN Stb			effect; payment of principal debt, interest, and penalties;
Kebumen District Court Decision No. 25/Pdt.G.S/2019/PN Kbm	withdrawal order	monetary claims (breach of contract)	payment of principal debt and interest; implementation of auction/sale by auction
Balige District Court Decision No. 84/Pdt.G/2022/PN Blg	withdrawal order	monetary claims (tort/unlawful act)	declaration that the tender cancellation is invalid; payment of damages and lost-profit compensation; declaration that the security attachment is valid and of legal effect
South Jakarta District Court Decision No. 387/Pdt.G/2017/PN Jkt.Sel	peace judgment	monetary claims (breach of contract)	payment of insurance claim (sum insured and interest); compensation for non-material loss; declaration that the security attachment is valid and of legal effect

Source: Indonesia Supreme Court's Decision Directory, 2025

Table 2 demonstrated that post-mediation dispositions in civil cases predominantly involve monetary claims with a high economic shadow. This pattern is evident in payment-obligation disputes such as the Sampang District Court Decision No. 1/Pdt.G.S/2022/PN Spg; in an industrial relations case before the Bengkulu District Court (Decision No. 4/Pdt-Sus-PHI/2023/PN Bgl) featuring normative-financial demands including the return of an employee's diploma, severance pay, wage differential, and an application for provisional attachment; and in land/tort litigation seeking declarations of ownership, vacatur of the disputed object, and compensation, as reflected in the Sangatta District Court Decision No. 43/Pdt.G/2021/PN Sgt. Only one case in the dataset culminated in a peace judgment—the Stabat District Court

Decision No. 15/Pdt.G.S/2017/PN Stb—which formalized the parties' settlement by stipulating the principal amount, interest, and penalties payable.

The potential for recurring conflict is not determined solely by whether the petition for relief (*petitum*) specifies a monetary figure, but rather by the presence of ongoing relational ties, issue complexity, and the need for credible enforcement. The divorce case in the Wamena District Court Decision No. 16/Pdt.G/2021/PN Wmn, for example, is formally classified as a non-monetary claim with a low economic shadow. Yet, it carries a high recurrence risk because post-decision relational dynamics—family interaction, emotional contestation, and derivative disputes—often persist.[39] Conversely, in high-value monetary disputes, a withdrawal-based closure tends to generate procedural finality: the litigation ends, but the parties' rights and obligations, as well as compliance mechanisms, are not necessarily recorded in a manner that is automatically enforceable. From a Prisoner's Dilemma perspective, this configuration preserves incentives for "defection", as the costs of non-compliance remain low, making it conducive to opportunistic behavior to re-emerge and to the dispute recurring through renewed claims.[40]

An important nuance emerges from the Kebumen District Court Decision No. 25/Pdt.G.S/2019/PN Kbm. Although the case formally concluded through withdrawal, the assessed risk of recurring conflict is comparatively low where the parties' settlement is supported by an external executory backbone, most notably a registered mortgage security instrument (*Hak Tanggungan*). In practical terms, the registration of *Hak Tanggungan* results in the issuance of a Mortgage Certificate (*Sertifikat Hak Tanggungan*) that serves as an executory title and enables structured enforcement—typically through a legally recognized auction process—if the debtor defaults. The availability of such a pre-positioned enforcement route increases the expected cost of non-compliance. It reduces the scope for opportunistic delay, even when the mediation outcome is not converted into a consent judgment.

Nevertheless, in practice, the Mortgage Certificate is commonly used in bank credit agreements as a registered proprietary security instrument. This

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[39] Fairuza 'Alima Fardindaputri and Fuat Hasanudin, "Legal Protection of Children's Rights Post-Divorce: A Study of Single Mothers in Malang Regency," Prophetic Law Review, July 9, 2025, 70–94, https://doi.org/10.20885/PLR.vol7.iss1.art4.

[40] Helmold, "Prisoners' Dilemma and Negotiation Types."

position banks as preferred creditors, meaning that, from the outset, the legal relationship is supported by standardized documentation (APHT/SKMHT), registration with the Land Office/BPN, and established enforcement mechanisms. Accordingly, when a credit dispute proceeds to court, and the parties enter mediation, banks are typically better placed to steer the mediation toward enforceable commitments. In this way, the prior existence of a Mortgage Certificate strengthens the enforcement backbone. It narrows the scope for non-compliance, particularly where the settlement is formalized in a consent judgment or directly linked to the execution pathway for the secured collateral.[41]

The sequence of proceedings reflected in Semarang District Court Decision No. 423/Pdt.G/2012/PN Smg, followed by the subsequent claim registered as Case No. 436/Pdt.G/2014/PN Smg, shows that even where a settlement agreement includes security arrangements—namely, the transfer of specified land certificates as part of the repayment scheme—there remains room for post-settlement defection at the implementation stage. Although the settlement identified the secured assets, the claimant was compelled to initiate fresh litigation to compel performance when the defendant refused or delayed delivery of the promised land title certificate. This underscores that "security" within a settlement must be complemented by a detailed and credible enforcement design. In land-based settlements, for example, parties should ensure access to a genuinely executory instrument, such as the creation and registration of mortgage security.[42]

The determinants of settlement quality are not limited to the presence or absence of monetary relief, but extend to ongoing relationships, issue complexity, and bargaining-power asymmetries.[43] First, where the parties will continue to interact—such as in family disputes, business partnerships, or other continuing relationships—the settlement must structure future conduct

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[41] Hirsanuddin Hirsanuddin and Sudiarto Sudiarto, "Perlindungan Hukum Bagi Para Pihak (Kreditur Dan Debitur) Melalui Parate Executie Obyek Hak Tanggungan," *Jurnal IUS Kajian Hukum dan Keadilan* 9, no. 1 (April 2021): 253–67, https://doi.org/10.29303/ius.v9i1.890.

[42] Endre J. Reite et al., "Mortgage Pricing, Borrower-Based Limits, and Retention," *Finance Research Letters* 92 (March 2026): 109576, https://doi.org/10.1016/j.frl.2026.109576.

[43] Allan A. Abwunza, Titus K. Peter, and Kariuki Muigua, "Explaining the Ineffectiveness of Construction Arbitration," *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 14, no. 2 (May 2022): 04522009, https://doi.org/10.1061/(ASCE)LA.1943-4170.0000541.

and provide workable coordination mechanisms.[44] Second, greater issue complexity increases the likelihood of ambiguity and downstream disputes, thereby requiring comprehensive clauses and detailed implementation protocols.[45] Third, bargaining-power asymmetries[46]—arising from unequal access to information, resources, or social position—may produce agreements that appear "voluntary" yet are substantively fragile, generating regret, resistance, or repeat litigation.

The principal risk of withdrawal-based outcomes is the production of procedural finality: the case is formally closed,[47] yet the underlying substantive dispute is not genuinely resolved. A withdrawal order typically records the termination of litigation following the claimant's retraction, without formalizing the settlement terms or articulating enforceable rights and obligations. As a result, the parties' legal relationship remains ambiguous, compliance standards are unclear, there are no measurable indicators of breach, and no enforcement pathway grounded in an executory title is available. When implementation falters, the disadvantaged party is often compelled to return to litigation to secure certainty and enforceability, such that case closure functions merely as a temporary pause. Procedural finality, therefore, may undermine settlement durability and increase social and judicial costs through recurring disputes.

Post-mediation peace can be fragile where the incentive structure does not support compliance.[48] Once an agreement is reached, each party faces a strategic choice between cooperation (performing the agreed terms) and

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44 Janusz Reykowski and Aleksandra Cislak, "Socio-Psychological Approaches to Conflict Resolution," in *Intergroup Conflicts and Their Resolution: A Social Psychological Perspective*, ed. Daniel Bar-tal (Psychology Press, 2011), 241–66.

45 Josh A. Arnold and Kathleen M. O'Connor, "When Less Is More: How Complexity Impacts Goal Setting, Judgment Accuracy, and Deals in Negotiation," *Psychological Reports* 124, no. 3 (June 2021): 1298–315, https://doi.org/10.1177/0033294120925370.

46 Oren Gazal-Ayal and Ronen Perry, "Imbalances of Power in ADR: The Impact of Representation and Dispute Resolution Method on Case Outcomes," *Law & Social Inquiry* 39, no. 04 (2014): 791–823, https://doi.org/10.1111/lsi.12063.

47 M. Yahya Harahap, *Hukum Acara Perdata*, 2nd ed. (Jakarta: Sinar Grafika, 2018), 81–82.

48 Jadranka Dabovikj Anastasovska and Marjana Staninova, "The Binding Nature of Mediation Settlements in North Macedonia: Aspects of Validity and Enforcement," in *Alternative Dispute Resolution in the Western Balkans*, vol. 20, ed. Marc Bungenberg et al., European Union and Its Neighbours in a Globalized World (Cham: Springer Nature Switzerland, 2025), 209–23, https://doi.org/10.1007/978-3-031-76345-8_13.

defection (breaching, delaying, or unilaterally reinterpreting the settlement).[49] Defection becomes a rational option when its short-term gains are high—for example, withholding payment or retaining control over the disputed object—while the expected costs of breach remain low due to the absence of credible sanctions or enforceable pathways. Settlement durability, therefore, is not merely a product of goodwill, but of institutional design that secures clear obligations, facilitates proof of non-compliance, and provides access to enforcement mechanisms when performance fails.

Operationalizing *Ṣulḥ* as Dispute System Design: Minimum Standards for Agreement Content, Voluntariness, and Enforceable Peace Judgments

In practice, withdrawal is often not accompanied by a detailed and binding record of the settlement, such that "peace" resembles process termination rather than a durable resolution. This is where the Prisoner's Dilemma lens becomes analytically productive. Civil disputes—particularly those with a monetary character and a high economic shadow—create a strategic setting in which parties must choose either to cooperate by complying with the settlement or to defect after mediation concludes.[50]

Where the mediated outcome is recorded as a withdrawal of claims, the cost of defection tends to be low. There is no executory judgment, no clear articulation of obligations, and, not infrequently, no settlement text sufficient to establish breach. Under such a configuration, cooperation becomes fragile—not because the parties are inherently immoral, but because institutional design fails to supply a credible commitment structure that renders compliance the rational strategy.[51] Even a party inclined to perform may adopt defensive behavior in anticipation of the other party's non-compliance. The result is an unstable repeated game in which the likelihood of renewed disputes increases.

The ten decisions summarised in Table 2 illustrate how post-mediation outputs shape settlement stability. Most of the sample involves monetary

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[49] Patrick Hudson et al., "Meeting Expectations: A New Model for a Just and Fair Culture," *SPE International Conference on Health, Safety, and Environment in Oil and Gas Exploration and Production*, April 15, 2008, SPE-111977-MS, https://doi.org/10.2118/111977-MS.

[50] Helmold, "Prisoners' Dilemma and Negotiation Types."

[51] Kusakawa, Ogawa, and Shichijo, "An Experimental Investigation of a Third-Person Enforcement in a Prisoner's Dilemma Game."

claims with a high economic shadow. This configuration typically demands credible commitment devices because the stakes are high and incentives for post-settlement defection are correspondingly strong. This pattern is evident in payment-obligation disputes, such as the Sampang District Court Decision, which ended with a withdrawal order. Even where recurrence risk is assessed as "moderate", withdrawal leaves a familiar design question unresolved: whether obligations were specified with adequate clarity and what consequences attach to non-performance. The vulnerability becomes more pronounced in industrial relations litigation. The Bengkulu District Court Decision involved a complex bundle of claims. Where multiple objects and layered performance are at stake, the scope for opportunistic delay expands, making recurrence risk predictably high unless obligations and compliance mechanisms are locked in.

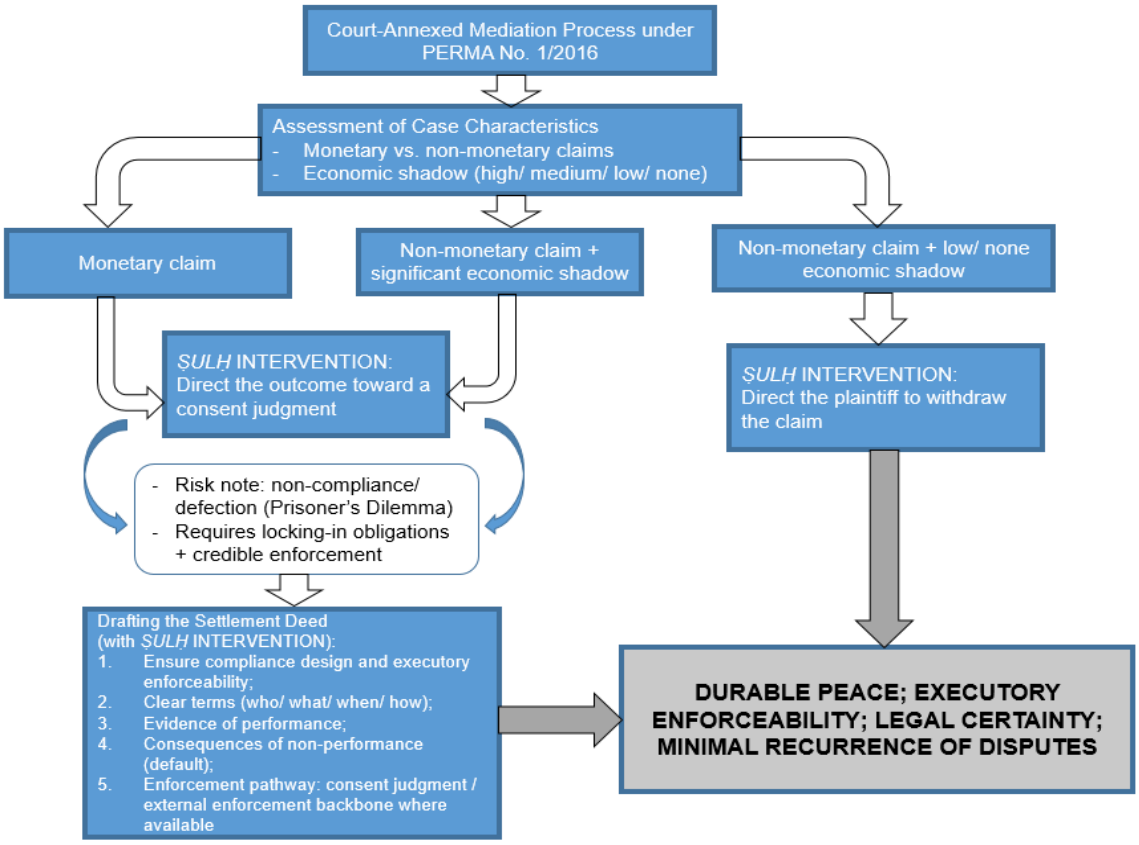
The Wamena District Court Decision (divorce case) also shows that risk is not determined solely by whether the *petitum* states a monetary amount. That case is formally non-monetary and has low economic shadow, yet the recurrence risk remains high because relational dynamics persist.[52] Conversely, in land and tort disputes with a high economic shadow, withdrawal is structurally fragile because the contested object is "sticky" and easily re-triggers litigation. The Sangatta and Selong cases exemplify this: ownership/vacatur and title-related orders require operational-specific terms (deadlines, handover modalities, verification, and consequences), which withdrawal orders rarely provide in an enforceable form.

By contrast, peace judgments can enhance certainty when they embed a workable enforcement architecture. The Stabat Case demonstrates that security and a structured obligation set can be incorporated into judgment, although high recurrence risk may persist when terms are not practically implementable. The South Jakarta Case provides the clearest example of a low-risk peace judgment: the settlement specifies performance in a way that is monitorable and coercively enforceable, raising the cost of defection. The Kebumen Case adds nuance: even with withdrawal, recurrence risk can be low where an external executory backbone makes enforcement credible. Finally,

[52] Craig A. McEwen, Lynn Mather, and Richard J. Maiman, "Lawyers, Mediation, and the Management of Divorce Practice," *Law & Society Review* 28, no. 1 (1994): 149–86, https://doi.org/10.2307/3054140.

the Semarang sequence—Case No. 423/Pdt.G/2012/PN Smg followed by case No. 436/Pdt.G/2014/PN Smg—shows that even a consent judgment may generate substantial back-end costs when performance fails, underscoring that mediation "success" should be measured by long-term compliance and stability rather than case closure alone.

Figure 1. Integrating *Ṣulḥ* into Mediation: Triage, Outcomes, and Enforceability



Source: author elaboration, 2026

Operationalizing *ṣulḥ* as a dispute system design approach entails treating peace not merely as an end-state of litigation, but as an institutional architecture that reshapes incentives, clarifies obligations, and provides enforcement mechanisms to stabilize settlement.[53] Within the historical

[53] Aida Othman, "'And Amicable Settlement Is Best': Sulh and Dispute Resolution in Islamic Law," *Arab Law Quarterly* 21, no. 1 (2007): 64–90, https://doi.org/10.1163/026805507X197857; R. Hassan et al., "Setting-up a Sulh-Based, Community Mediation-Type of Online Dispute Resolution (ODR) in Malaysia," 2013 *5th International Conference on Information and Communication Technology for the Muslim World (ICT4M)*, March 2013, 1–6, https://doi.org/10.1109/ICT4M.2013.6518876; Enrique

horizon of Islamic law, *ṣulḥ* has commonly been understood as a consent-based mechanism for dispute resolution oriented toward terminating hostility (*rafʿ al-nizāʿ*), restoring relationships, and safeguarding the public good (*maṣlaḥah*).[54] It is rooted in communal social practice that was later systematized within *fiqh*, particularly in the domain of *muʿāmalāt*, where disputes over property, transactions, and private relations were frequently resolved through compromise deemed valid so long as it did not legitimize what is prohibited.[55] Accordingly, *ṣulḥ* has, from the outset, embodied two dimensions that are often separated in modern practice: an ethical–reconciliatory dimension that prioritizes peace, and a juridical–operational dimension that generates legally actionable consequences. At this point, the notion of minimum standards is not alien. The *ṣulḥ* tradition implicitly presupposes the presence of an authorized subject, freedom of will (*riḍā*), and clarity as to the object of and the performance, so that peace does not devolve into a fragile moral declaration.

The concept of *ṣulḥ* directly targets these vulnerabilities through three pillars: minimum standards for settlement content, a protocol for verifying voluntariness, and the formalization of an enforceable peace judgment. *The first pillar* operates as an anti-ambiguity device. A settlement should specify the parties and their authority, the disputed object, the form of performance, the timetable, the quantified value, indicators of fulfillment, the modalities of payment or delivery, evidentiary arrangements, and default consequences (such as reasonable penalties, acceleration clauses, or cost allocation). Absent these elements, the settlement invites broad interpretive latitude, increases moral hazard, and weakens deterrence against opportunistic conduct. *The second pillar*—voluntariness verification—safeguards substantive legitimacy: peace must rest on informed consent, adequate capacity, valid representative

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Bengochea Tirado, "The Role of Ṣulḥ in Sahrawi State-Building," *British Journal of Middle Eastern Studies* 51, no. 3 (May 2024): 618–35, https://doi.org/10.1080/13530194.2022.2132216.

[54] Shafi Fazaluddin, "Conciliation Ethics in the Qurʾan," *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique* 29, no. 2 (June 2016): 333–58, https://doi.org/10.1007/s11196-016-9455-z; Didik Sukriono et al., "Local Wisdom as Legal Dispute Settlement: How Indonesia's Communities Acknowledge Alternative Dispute Resolution?," *Legality : Jurnal Ilmiah Hukum* 33, no. 1 (April 2025): 261–85, https://doi.org/10.22219/ljih.v33i1.39958.

[55] Ajidar Matsyah et al., "Cultural Continuity and Legal Adaptation: The Evolution of Suluh in Aceh's Conflict Resolution System," *JURIS (Jurnal Ilmiah Syariah)* 24, no. 1 (June 2025): 101, https://doi.org/10.31958/juris.v24i1.13272.

authority, and freedom from coercion or power asymmetries that vitiate consent. *The third pillar*—formalization through a judgment—converts the settlement from "good intentions" into an operational norm that can be monitored and enforced; it is at this juncture that *ṣulḥ* converges with the logic of the peace judgment as an enforceable consent judgment.

Across these ten decisions, the central issue is not whether the parties "settled," but whether settlement is constructed as an *ʿaqd* that generates operational norms, or merely as a procedural termination. In classical *fiqh*, *ṣulḥ* presupposes *ridā* (voluntariness) and *taʿyīn* (determinacy of the object and performance), because the objective of peace-making is the substantive *rafʿ al-nizāʿ* (removal of dispute), rather than simply extinguishing the forum in which the dispute is heard. The predominance of withdrawal orders in monetary cases with a high economic shadow indicates an "unfinished" *ṣulḥ*: obligations are not sufficiently locked in, thereby expanding the space of *gharar* (ambiguity) and creating conditions for *nizāʿ mustaʾnaf* (renewed dispute). This pattern suggests that the judiciary requires post-mediation quality control that goes beyond mere docket closure.[56]

Such quality control should include verification of voluntariness, scrutiny of the adequacy of settlement terms, and a design policy that more consistently converts mediated outcomes into consent judgments when the negotiated substance entails continuing obligations. Withdrawal remains appropriate, but should be confined to circumstances that genuinely do not require continuing performance, or where a robust enforcement backbone exists outside the judgment (for example, executable security). Under this approach, *ṣulḥ* is not treated as a romantic ideal of peace. Still, as a design instrument that produces settlements that are clear, voluntary, and enforceable—settlements that do not merely close cases, but durably resolve conflicts.[57]

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[56] L. McGregor, "Alternative Dispute Resolution and Human Rights: Developing a Rights-Based Approach through the ECHR," *European Journal of International Law* 26, no. 3 (August 2015): 607–34, https://doi.org/10.1093/ejil/chv039; Masood Ahmed, "Critical Reflections on the Proposal for a Mediation Act for Scotland," *The Modern Law Review* 83, no. 3 (May 2020): 614–36, https://doi.org/10.1111/1468-2230.12529.

[57] Hassan et al., "Setting-up a Sulh-Based, Community Mediation-Type of Online Dispute Resolution (ODR) in Malaysia."

Conclusion

This study finds that the indicators of mediation success under Supreme Court Regulation (Perma) No. 1 of 2016 do not guarantee substantive protection for claimants. Cases that are formally settled through mediation remain vulnerable to non-compliance by defendants, particularly due to the dynamics of the Prisoner's Dilemma. The study also identifies recurring disputes, despite the same matters having previously been resolved through settlement. Against this background, the concept of *ṣulḥ* may be incorporated into Indonesia's mediation framework to strengthen mediated settlements by establishing concrete, specific procedural standards and clarifying protective mechanisms. Perma No. 1 of 2016, therefore, requires reform by positioning mediators as strategic actors capable of classifying disputes into monetary and non-monetary claims. Such classification would enable mediators to direct cases toward settlement outcomes that are not merely consensual but also binding and executory.

A key limitation is that this study does not empirically confirm the post-settlement trajectory of the ten sampled cases—namely, whether compliance was ultimately achieved or whether disputes re-emerged through repeat filings or execution proceedings. Future research should therefore broaden the evidentiary base through systematic case tracking and through interviews with mediators, judges, and parties to validate how settlement design affects compliance and durability in practice.

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and drafted and coordinated the manuscript. Ahmad Khairun Hamrany and Deslaely Putranti contributed practice-oriented perspectives, drawing on their professional experience as advocates in court proceedings, including insights on the implementation and enforcement of mediation outcomes in litigation contexts. Tata Wijayanta contributed conceptual input and theoretical analysis and provided substantive reflections from a mediator's perspective on process design and the quality of mediation outputs. The research is original and has not been published in any other journal. The study was self-funded by all authors, with no external financial support.

References

Abwunza, Allan A., Titus K. Peter, and Kariuki Muigua. "Explaining the Ineffectiveness of Construction Arbitration." *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction* 14, no. 2 (May 2022): 04522009. https://doi.org/10.1061/(ASCE)LA.1943-4170.0000541.

Ahmed, Masood. "Critical Reflections on the Proposal for a Mediation Act for Scotland." *The Modern Law Review* 83, no. 3 (May 2020): 614–36. https://doi.org/10.1111/1468-2230.12529.

Anastasovska, Jadranka Dabovikj, and Marjana Staninova. "The Binding Nature of Mediation Settlements in North Macedonia: Aspects of Validity and Enforcement." In *Alternative Dispute Resolution in the Western Balkans*, vol. 20, edited by Marc Bungenberg, Goran Koevski, Bianca Böhme, Ljuben Kocev, Mareike Fröhlich, and Neda Zdraveva, 209–23. European Union and Its Neighbors in a Globalized World. Cham: Springer Nature Switzerland, 2025. https://doi.org/10.1007/978-3-031-76345-8_13.

Arnold, Josh A., and Kathleen M. O'Connor. "When Less Is More: How Complexity Impacts Goal Setting, Judgment Accuracy, and Deals in Negotiation." *Psychological Reports* 124, no. 3 (June 2021): 1298–315. https://doi.org/10.1177/0033294120925370.

Badri, Syaiful, Pristika Handayani, and Tri Anugrah Rizki. "Ganti Rugi Terhadap Perbuatan Melawan Hukum Dan Wanprestasi Dalam Sistem Hukum Perdata." *Jurnal USM Law Review* 7, no. 2 (July 2024): 974–85. https://doi.org/10.26623/julr.v7i2.9440.

Bengochea Tirado, Enrique. "The Role of Ṣulḥ in Sahrawi State-Building." *British Journal of Middle Eastern Studies* 51, no. 3 (May 2024): 618–35. https://doi.org/10.1080/13530194.2022.2132216.

Bennett, Anthony. "Experiencing Mediation from the Disputants' Perspective." In *Reframing Resolution*, edited by Richard Saundry, Paul Latreille, and

Ian Ashman, 171–90. London: Palgrave Macmillan UK, 2016. https://doi.org/10.1057/978-1-137-51560-5_9.

Brouillet, Alain. "Mediation as a Technique of Dispute Settlement." In *International Conflict Resolution*, 1st ed., edited by Ramesh Thakur, 165–73. Routledge, 2019. https://doi.org/10.4324/9780429041921-11.

Coleman, Peter T., Katharina G. Kugler, Kyong Mazzaro, Christianna Gozzi, Nora El Zokm, and Kenneth Kressel. "Putting the Pieces Together: A Situated Model of Mediation." *International Journal of Conflict Management* 26, no. 2 (April 2015): 145–71. https://doi.org/10.1108/IJCMA-02-2014-0012.

Doig, Alan, ed. "The Civil Route." In *Fraud*, 0 ed., 515–28. Routledge, 2016. https://doi.org/10.4324/9781315583075-45.

Dušková, Lenka, and Jan Holas. "Mediation Agreement in the Courtroom." *Conflict Resolution Quarterly* 43, no. 1 (September 2025): 171–79. https://doi.org/10.1002/crq.21487.

Epps, J. L., and Courtney E. Read. "Medical Malpractice." In *Catastrophic Perioperative Complications and Management*, edited by Charles J. Fox, III, Elyse M. Cornett, and G. E. Ghali, 355–70. Cham: Springer International Publishing, 2019. https://doi.org/10.1007/978-3-319-96125-5_26.

Fardindaputri, Fairuza 'Alima, and Fuat Hasanudin. "Legal Protection of Children's Rights Post-Divorce: A Study of Single Mothers in Malang Regency." *Prophetic Law Review*, July 9, 2025, 70–94. https://doi.org/10.20885/PLR.vol7.iss1.art4.

Fazaluddin, Shafi. "Conciliation Ethics in the Qurʾan." *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique* 29, no. 2 (June 2016): 333–58. https://doi.org/10.1007/s11196-016-9455-z.

Fehr, Ernst, and Simon Gächter. "Altruistic Punishment in Humans." *Nature* 415, no. 6868 (January 2002): 137–40. https://doi.org/10.1038/415137a.

Gazal-Ayal, Oren, and Ronen Perry. "Imbalances of Power in ADR: The Impact of Representation and Dispute Resolution Method on Case Outcomes." *Law & Social Inquiry* 39, no. 04 (2014): 791–823. https://doi.org/10.1111/lsi.12063.

Gilbert, Daniel R. "Prisoner's Dilemma." In *Wiley Encyclopedia of Management*, 1st ed., edited by Cary L. Cooper, 1–2. Wiley, 2015. https://doi.org/10.1002/9781118785317.weom020164.

Hamzani, Achmad Irwan, Fajar Dian Aryani, Bambang Tri Bawono, Nur Khasanah, and Nur Rohim Yunus. "Non-Procedural Dispute Resolution: Study of the Restorative Justice Approach Tradition in Indonesian

Society." *International Journal of Offender Therapy and Comparative Criminology* 69, no. 4 (March 2025): 373–87. https://doi.org/10.1177/0306624X231165425.

Harahap, M. Yahya. *Hukum Acara Perdata*. 2nd ed. Jakarta: Sinar Grafika, 2018.

Hariyanto, Erie, Moh. Efendi, and Sulistiyawati Sulistiyawati. "Dilema Hakim Pengadilan Agama Dalam Menyelesaikan Perkara Hukum Keluarga Melalui Mediasi." *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 4, no. 1 (June 2021): 115–24. https://doi.org/10.24090/volksgeist.v4i1.4333.

Hassan, R., H. A. Khan, I. F. A. Shaikhli, and N. A. Hak. "Setting up a Sulh-Based, Community Mediation-Type of Online Dispute Resolution (ODR) in Malaysia." *2013 5th International Conference on Information and Communication Technology for the Muslim World (ICT4M)*, March 2013, 1–6. https://doi.org/10.1109/ICT4M.2013.6518876.

Helmold, Marc. "Prisoners' Dilemma and Negotiation Types." In *Successful International Negotiations*, edited by Marc Helmold, Tracy Dathe, Florian Hummel, Brian Terry, and Jan Pieper, 25–29. Management for Professionals. Cham: Springer International Publishing, 2020. https://doi.org/10.1007/978-3-030-33483-3_2.

Herliana, Herliana. "Maqasid Al-Sharia in Court-Mediation Reform: A Study on Efficiency and Social Justice in Medical Disputes." *De Jure: Jurnal Hukum Dan Syar'iah* 15, no. 2 (December 2023): 214–29. https://doi.org/10.18860/j-fsh.v15i2.23962.

Hirsanuddin, Hirsanuddin, and Sudiarto Sudiarto. "Perlindungan Hukum Bagi Para Pihak (Kreditur Dan Debitur) Melalui Parate Executie Obyek Hak Tanggungan." *Jurnal IUS Kajian Hukum Dan Keadilan* 9, no. 1 (April 2021): 253–67. https://doi.org/10.29303/ius.v9i1.890.

Hoffman, Evan, and Jacob Bercovitch. "Examining Structural Components of Peace Agreements and Their Durability." *Conflict Resolution Quarterly* 28, no. 4 (June 2011): 399–426. https://doi.org/10.1002/crq.20031.

Hudson, Patrick, Margot Vuijk, Robin Bryden, Dominika Biela, and Charles Cowley. "Meeting Expectations: A New Model for a Just and Fair Culture." *SPE International Conference on Health, Safety, and Environment in Oil and Gas Exploration and Production*, April 15, 2008, SPE-111977-MS. https://doi.org/10.2118/111977-MS.

Joko Budi Darmawan, Fendy Suhariadi, Suparto Widjojo, Mia Amiati, and Amjad Hamad Abdullah. "Incorporating Islah Principles into Restorative Justice: Bridging Contemporary Legal Practice and Islamic Values." *MILRev: Metro Islamic Law Review* 4, no. 1 (May 2025): 269–94. https://doi.org/10.32332/milrev.v4i1.10435.

Kamaliah, Mukarramah, and Mhd Yazid. "Legal Consciousness and Living Legal Reasoning: *Penghulu*s and Mediation in Resolving Marital Disputes at the Religious Affairs Office of East Pontianak." *Indonesian Journal of Sharia and Socio-Legal Studies* 1, no. 2 (November 2025): 152–73. https://doi.org/10.24260/ijssls.1.2.127.

Karmawan, Karmawan. "Mediation in the Religious Courts of Indonesia." *AHKAM : Jurnal Ilmu Syariah* 20, no. 1 (June 2020). https://doi.org/10.15408/ajis.v20i1.13249.

Khasanah, Dian Dewi, MH Isnaeni, Afrizal Mukti Wibowo, Rr Yunita Puspandari, Deaf Wahyuni Ramadhani, Zora Febriena Dwithia H.P, Indira Swasti Gama Bhakti, et al. *Hukum Acara Perdata: Landasan Teori, Perkembangan, dan Praktik Kontemporer*. Sada Kurnia Pustaka, 2025.

Kusakawa, Takao, Kazuhito Ogawa, and Tatsuhiro Shichijo. "An Experimental Investigation of a Third-Person Enforcement in a Prisoner's Dilemma Game." *Economics Letters* 117, no. 3 (December 2012): 704–7. https://doi.org/10.1016/j.econlet.2012.08.014.

Lande, John. "Using Dispute System Design Methods to Promote Good-Faith Participation in Court-Connected Mediation Programs." *SSRN Electronic Journal*, ahead of print, 2003. https://doi.org/10.2139/ssrn.358420.

Mahdi Dahash, Zahraa. "Family Law in Islamic and Secular Traditions: A Balanced Comparative Study on Gender Equity and Legal Reform." *International Journal of Sharia and Law* 1, no. 2 (October 2025): 101–16. https://doi.org/10.65211/ijsl.v1i2.10.

Mappong, Zainuddin. "Existence of Immediate Decisions (Uitvoerbaar Bij Voorraad) and Its Execution in the Civil Justice System in Indonesia." *Journal of Law and Sustainable Development* 11, no. 7 (September 2023): e997. https://doi.org/10.55908/sdgs.v11i7.997.

Margono, Farhan, St Rahmawati, and Faturahman Faturahman. "The Implementation of Maqāṣid Al-Syarī'ah by Mediator Judges in Divorce Mediation at the Watampone Religious Court Class 1A." *Al-Syakhsiyyah: Journal of Law and Family Studies* 7, no. 2 (November 2025): 53–72. https://doi.org/10.21154/syakhsiyyah.v7i2.11687.

Matsyah, Ajidar, Mursyid Djawas, Umar Bin Abdul Aziz, Dedy Sumardi, and Abidin Nurdin. "Cultural Continuity and Legal Adaptation: The Evolution of Suluh in Aceh's Conflict Resolution System." *JURIS (Jurnal Ilmiah Syariah)* 24, no. 1 (June 2025): 101. https://doi.org/10.31958/juris.v24i1.13272.

McEwen, Craig A., Lynn Mather, and Richard J. Maiman. "Lawyers, Mediation, and the Management of Divorce Practice." *Law & Society Review* 28, no. 1 (1994): 149–86. https://doi.org/10.2307/3054140.

McGregor, L. "Alternative Dispute Resolution and Human Rights: Developing a Rights-Based Approach through the ECHR." *European Journal of International Law* 26, no. 3 (August 2015): 607–34. https://doi.org/10.1093/ejil/chv039.

Mezei, Péter. "'Not Twice for the Same': Double Jeopardy Protections Against Multiple Punishments: A Comparative Analysis of the Origins, Historical Development and Modern Application of the Ne Bis In Idem Principle." In *Fair Trial and Judicial Independence*, vol. 27, edited by Attila Badó, 197–219. Ius Gentium: Comparative Perspectives on Law and Justice. Cham: Springer International Publishing, 2014. https://doi.org/10.1007/978-3-319-01216-2_9.

Molloy, Sean. "Exclusionary Inclusion? Peace Agreements and Provisions on Child Protection." *Nordic Journal of Human Rights* 41, no. 4 (October 2023): 432–51. https://doi.org/10.1080/18918131.2023.2268997.

Nasrul, Muhammad Amrullah Drs, Nurin Athirah Mohd Alam Shah, Wan Noraini Mohd Salim, and Devi Seviyana. "A Comprehensive Comparative Analysis of Mediation Practices in Indonesia and Malaysia." *Khazanah Hukum* 6, no. 1 (April 2024): 63–80. https://doi.org/10.15575/kh.v6i1.31239.

Nuraeni, Eneng, and Ramdani Wahyu Sururi. "Mediation in Household Dispute Reconciliation: Prospects and Challenges." *Khazanah Hukum* 4, no. 2 (August 2022): 120–28. https://doi.org/10.15575/kh.v4i2.19113.

Nurlaelawati, Euis, and Stijn Cornelis Van Huis. "The Status of Children Born Out of Wedlock and Adopted Children in Indonesia: Interactions Between Islamic, Adat, and Human Rights Norms." *Journal of Law and Religion* 34, no. 3 (December 2019): 356–82. https://doi.org/10.1017/jlr.2019.41.

Othman, Aida. "'And Amicable Settlement Is Best': Sulh and Dispute Resolution in Islamic Law." *Arab Law Quarterly* 21, no. 1 (2007): 64–90. https://doi.org/10.1163/026805507X197857.

Priest, George L., and Benjamin Klein. "The Selection of Disputes for Litigation." *The Journal of Legal Studies* 13, no. 1 (January 1984): 1–55. https://doi.org/10.1086/467732.

Putri, Dar Nela. "Konsep Urf Sebagai Sumber Hukum Dalam Islam." *El-Mashlahah* 10, no. 2 (December 2020): 14–25. https://doi.org/10.23971/maslahah.v10i2.1911.

Rahma, Nurlaili. "Keuntungan Mediasi Dalam Perkara Perceraian Dengan Adanya Perma Nomor 1 Tahun 2016." *Ahkam: Jurnal Hukum Islam* 6, no. 1 (July 2018): 84–105. https://doi.org/10.21274/ahkam.2018.6.1.84-105.

Raub, Jonathan M., Nicholas J. Carson, Benjamin L. Cook, Grace Wyshak, and Barbara B. Hauser. "Predictors of Custody and Visitation Decisions by a Family Court Clinic." *J Am Acad Psychiatry Law* 41, no. 2 (2013): 206–18.

Regulation of the Supreme Court of the Republic of Indonesia No. 1 of 2016 concering Mediation.

Reite, Endre J., Are Oust, Rune Bach, and Jakob Holst. "Mortgage Pricing, Borrower-Based Limits, and Retention." *Finance Research Letters* 92 (March 2026): 109576. https://doi.org/10.1016/j.frl.2026.109576.

Reykowski, Janusz, and Aleksandra Cislak. "Socio-Psychological Approaches to Conflict Resolution." In *Intergroup Conflicts and Their Resolution: A Social Psychological Perspective*, edited by Daniel Bar-Tal, 241–66. Psychology Press, 2011.

Saifullah, Muhammad. "Efektivitas Mediasi Dalam Penyelesaian Perkara Perceraian Di Pengadilan Agama Jawa Tengah." *Al-Ahkam* 25, no. 2 (October 2015): 181. https://doi.org/10.21580/ahkam.2015.25.2.601.

Saini, Michael, Melissa Van Wert, and Jacob Gofman. "Parent–Child Supervised Visitation within Child Welfare and Custody Dispute Contexts: An Exploratory Comparison of Two Distinct Models of Practice." *Children and Youth Services Review* 34, no. 1 (January 2012): 163–68. https://doi.org/10.1016/j.childyouth.2011.09.011.

Selcuk, Ulya. "Applicability of Compulsory Mediation Requirement of Financial Claims in the Case of Consolidated Proceedings." *GRUR International* 70, no. 6 (July 2021): 615–18. https://doi.org/10.1093/grurint/ikab028.

"Semarang District Court Case Tracking Information System." 2026. https://sipp.pn-semarangkota.go.id/index.php/detil_perkara.

Shahjalal, Md., Padam Kanta Dahal, Md. Parvez Mosharaf, Yifu Chen, Mohoua Azmary, Edward Christopher Dee, Khorshed Alam, and Rashidul Alam Mahumud. "The Invisible Costs of Cancer Treatment: Quantifying Non-Medical Economic Consequences for Cancer Survivors Undergoing Systemic and Radiation Therapies." *Cancer Medicine* 14, no. 20 (October 2025): e71309. https://doi.org/10.1002/cam4.71309.

Solihin, Rohmad Agus, and Imron Fauzi. "Community, Court, and Conciliation: Designing a Hybrid Mediation Model for Islamic Divorce Adjudication." *Asy-Syir'ah: Jurnal Ilmu Syari'ah Dan Hukum* 59, no. 2 (January 2026): 214–30. https://doi.org/10.14421/ajish.v59i2.1619.

Sood, Sheena, and Anna Braden. "Mediation." In *Architect's Legal Handbook*, 11th ed., by Anthony Speaight KC and Matthew Thorne, 297–301. London: Routledge, 2025. https://doi.org/10.4324/9781003507598-32.

Sri Wahyuni, Yenny, and Rama Dhana. "Pencabutan Petitum Pada Perkara Cerai Talak (Analisis Putusan Hakim Nomor 217/Pdt.G/2020/Ms-Bna)." *El-Usrah: Jurnal Hukum Keluarga* 4, no. 2 (November 2021): 295. https://doi.org/10.22373/ujhk.v4i2.10155.

Sukriono, Didik, Sudirman Sudirman, Desinta Dwi Rapita, A. Rosyid Al Atok, and Alfan Bramantya. "Local Wisdom as Legal Dispute Settlement: How Indonesia's Communities Acknowledge Alternative Dispute Resolution?" *Legality : Jurnal Ilmiah Hukum* 33, no. 1 (April 2025): 261–85. https://doi.org/10.22219/ljih.v33i1.39958.

Sulistianingsih, Dewi, and Indira Fibriani. "Problematik Akta Perdamaian Pada Penyelesaian Sengketa Keperdataan Melalui Mediasi." *Jurnal Suara Hukum* 5, no. 1 (August 2023): 179–89. https://doi.org/10.26740/jsh.v5n1.p179-189.

Surowiec, Magdalena. "Cessio Legis During Court Proceedings for Payment: Withdrawal of the Suit with a Waiver of the Claim Resulting in Damage to the Purchaser of the Claim." *Studia Iuridica Lublinensia* 30, no. 1 (March 2021): 307. https://doi.org/10.17951/sil.2021.30.1.307-323.

Sururie, Ramdani Wahyu. "Implementasi Mediasi Dalam Sistem Peradilan Agama." *Ijtihad: Jurnal Wacana Hukum Islam Dan Kemanusiaan* 12, no. 2 (2012). https://doi.org/https://doi.org/10.18326/ijtihad.v12i2.145-164.

Syufaat, Syufaat. "Penerapan Prosedur Mediasi Dalam Penyelesaian Sengketa Wakaf Di Pengadilan Agama." *Volksgeist: Jurnal Ilmu Hukum Dan Konstitusi* 1, no. 1 (May 2018): 21–36. https://doi.org/10.24090/volksgeist.v1i1.1678.

Syukur, Fatahillah Abdul, and Dale Margaret Bagshaw. "Court–Annexed Mediation in Indonesia: Does Culture Matter?" *Conflict Resolution Quarterly* 30, no. 3 (March 2013): 369–90. https://doi.org/10.1002/crq.21067.

Tarantang, Jefry. "Cita Hukum Dan Sistem Nilai Etika Advokat Dalam Penyelesaian Sengketa Hukum Keluarga Islam." *El-Mashlahah* 9, no. 2 (December 2019). https://doi.org/10.23971/maslahah.v9i2.1693.

Taufik, Abdullah. "The Settlement Principles and Effectiveness of Divorce by Mediation of Islamic Civil Perspective: A Critical Review of the Supreme Court Regulation." *Justicia Islamica* 18, no. 1 (June 2021): 168–88. https://doi.org/10.21154/justicia.v18i1.2139.

Van Bockel, Bas. "The Interpretation and Application of the Ne Bis In Idem Principle in the EU Area of Freedom, Security and Justice." In *Fundamental Rights in the EU Area of Freedom, Security and Justice*, 1st ed., edited by Sara Iglesias Sánchez and Maribel González Pascual, 354–70. Cambridge University Press, 2021. https://doi.org/10.1017/9781108769006.021.

Van Schie, Douwe, Guy Jackson, Olivia Serdeczny, and Kees Van Der Geest. "Economic and Non-Economic Loss and Damage: A Harmful Dichotomy?" *Global Sustainability* 7 (2024): e42. https://doi.org/10.1017/sus.2024.40.

Widjaja, Gunawan. "Managing Legal Disputes Through Alternative Dispute Resolution." *Journal of Ecohumanism* 3, no. 3 (June 2024): 451–60. https://doi.org/10.62754/joe.v3i3.3347.

Wu, Weiyu. "The Reform of the Compensation System for Ecological and Environmental Damage in China." *Natural Resources Journal* 60, no. 1 (2020): 63–102. JSTOR.

Yulia, Yulia. *Hukum Acara Perdata*. Aceh: Unimal Press, 2018.

Zamar, Daphna Lewinsohn. "Can't Buy Me Love: Monetary Versus In-Kind Remedies." *University of Illinois Law Review*, no. 1 (2013): 151.