OPTIMIZING THE IMPLEMENTATION OF MEDIATION TO OVERCOME CIVIL CASE BACKLOG IN INDONESIA

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ABSTRACT

Dispute resolution through court in Indonesia has not been able to overcome civil case backlog in courts. Besides the complaints from the society, there was also a research showing that alternative dispute resolution beyond the ordinary civil litigation procedure has a very small percentage. It is expected that the optimization of the implementation of mediation which has been known and applied in several countries including Indonesia through Supreme Court Regulation Number 1 of 2016 can overcome the civil case backlog courts in Indonesia. The method used in this research is normative juridical research. Research with the perspective of legal/juridical focused on rules/norms of Civil Procedures Law and comparative law through legal principles is the study of legal norms which are benchmarks to behave appropriately. In accordance with the method, the study was carried out on the norms and principles contained in the secondary data, which were found in the primary, secondary, and tertiary legal materials.

Key words: mediation, case backlog, court

INTRODUCTION

The Fourth Amendment to the 1945 Constitution of the Republic of Indonesia emphasizes that *"the State of Indonesia is a State based on the rule of law"*. One of the logical consequence to this is that all civil disputes (Djaro, 1994: 1), settled theoretically through a judicial institution that serves as a pressure valve and to enforce the truth and justice (Harahap, 2017: 229). Furthermore, in Constitution of the Republic of Indonesia in Article 4 (2) of Law Number 48 of 2009 regarding Judge Power, it is stated, *"the Court of Justice and seeker trying to help overcome all barriers and obstacles to the accomplishment of the judiciary can be simple, fast, and lightweight"*.

However, an ineffective and inefficient justice system is what happens in practice. Case settlement from district court to supreme court takes years with a long-winded process, as if it is an endless cycle of legal efforts of filing of a lawsuit, making an appeal, requesting cassation, and doing the review. The court judgment can be set aside even after the verdict becomes legally binding. In short, dealing with the court is no different than wandering over the wilderness or adventure into the unknown. Yet according to Harahap, justice seekers need informal procedures and can be put into motion quickly (Harahap, 1997: 248). Criticism for the slow resolution of disputes through litigation has become a difficult-to-remove thought in the society since the bureaucracy and formalism of the justice system itself are indeed very potentially slow down the resolution (Runtung, 2002: 53-54).

The aforementioned conditions caused increasing case backlog in the court that creating new problems. Slow dispute resolutions and waste of time are the chronic illness that afflicts and infects all judicial systems all over the world. It occurs as a result of very formalistic and very technical investigation. Meanwhile, on the other hand, the number of cases are increased in terms of both quantity and quality causing an overloaded burden (Harahap, 2017: 233).

Basically, according to the rule of Indonesia, in addition to settling civil disputes through courts from the district court up to the supreme court, there is an alternative dispute resolution through a reconciliation as stipulated in Article 130 *Herzien Inlandsch Reglement* (HIR) reads as follows: *"If on the appointed day both disputing parties are present, then the district court by means of the chairman of the court seeks to reconcile them"* and in Article 1851 of Indonesia Civil Code that reads: *"A settlement is an agreement in which parties, by handing over, agreeing, or retaining a matter, resolve a matter which is pending suit, or prevent a suit"*.
These two articles concluded that the formal terms of settlement include: 1) the agreement of both disputing parties; 2) the settlement is based on an existing dispute; 3) the settlement must be in a written form settlement agreement as an ending to the dispute.

In addition to the provisions mentioned earlier, the *Supreme Court* of the Republic of *Indonesia* has issued Supreme Court Regulation Number 1 of 2016 (PERMA No. 1/2016). The regulation is expected to be an initial milestone to an effective settlement through mediation in court not only on the theoretically but also in real practice. This regulation is a refinement of the previous less effective Supreme Court Regulation such as Supreme Court Regulation Number 2 of 2003 and Supreme Court Regulation Number 1 of 2008.

The implementation of PERMA No. 1/2016 is based on a simple, fast, and lightweight lawsuit procedure as stipulated in the Constitution of the Republic of Indonesia in article 4 (2) of Law Number 48 of 2009 regarding Judge Power. A simple, fast, and lightweight lawsuit procedure is what everyone wishes for. However, the implementation of PERMA No. 1/2016 has not been very effective. Based on the research results, there has not been a significant increase in term of successful dispute resolution through mediation in many courts since the enactment of PERMA No. 1/2016.

In many countries, civil *dispute resolution through* court *mediation* has evolved in resolving various disputes including business disputes. Whereas in Indonesia, the use of court mediation has not yet developed as in other countries (Sulistyono, 2002: 101-102). If court mediation is able to win the trust from the disputing parties, it will continue to be applied as a preferred dispute resolution.

METHOD

The method used in this research is normative juridical research. Research with the perspective of legal/juridical focused on rules/norms of Civil Procedures Law and comparative law through legal principles is the study of legal norms which are benchmarks to behave appropriately. In accordance with the method, the study was carried out on the norms and principles contained in the secondary data, which were found in the primary, secondary, and tertiary legal materials.

DISCUSSION

In addition to the long-standing provisions of Article 130 HIR and Article 1851 of Indonesia Civil Code as a legal umbrella for reconciliation of civil disputes, mediation was first regulated in Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. However, it does not discuss the procedure in conducting mediation in detail. Thus, in 2003, the Supreme Court of Indonesia issued the *Indonesian Supreme Court Regulation Number 1* of *2008 on Mediation Procedure* in *Court* to refine the latest PERMA No. 1/2016.

Thus, in settling civil disputes in Indonesia, there are two ways of mediation namely through the court and out of the court. The dispute resolution through the court is regulated in PERMA No. 1/20 regarding Mediation Procedures in Court as a provision that perfects the previous regulations. Meanwhile the dispute resolution out of the court was regulated in Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution (ADR).

Etymologically, the word ‘mediation’ comes from the Latin *mediare* which means to be in the middle since the mediator should be neutral in mediating of the disputing parties (Usman, 2003: 79). In the Big Indonesian Dictionary, the word ‘mediation’ is translated as a process of involving a third party's participation in settling a dispute as an advisor (Tim Penyusun Kamus Pusat Pembinaan dan Pengembangan Bahasa, 2000: 640).

Mediation is a way of resolving the disputes through negotiation process to obtain the agreement of the parties with the assistance of a mediator. Mediation can be done through the court or out of court by using a mediator who already has a certificate of mediator. The mediator is a neutral party who helps the parties in the negotiation process for various possibilities for resolving the disputes without resorting to decide or enforce a solution. It can be said that the mediator as a third party seeks to approach the disputing parties to reach an agreement which is a win-win solution (Pont, 2015).

In general, mediation can be interpreted as an effort to resolve parties' disputes by mutual agreement through a neutral mediators who do not resort to decide for the disputing parties, yet to facilitate a dialogue between parties with an atmosphere of openness and honesty for exchanging of opinions for resolution (Nugroho, 2009: 25).

The implementation of mediation integrated in judicial system is not a new issue in some countries in Asia. In some literature, it is often also called Court Connected ADR / ADR inside the court (Court Connected-ADR, 1999)/Court Dispute Resolution (CDR) (Haq, 1998) / Court Annexed ADR (Goldberg, 1992).

As a comparison, in Singapore, there is a mediation forum in the court known as the Court Dispute Resolution (CDR). According to Haq, "these are mediation initiated by courts. Its serves as a mechanism to control the number of cases which go to trial and assist the court to dispose of cases at a speedier and cheaper rate. The disposal of cases by mediation also leads to savings of court hearing days ". To implement the court dispute resolution mechanism, Court Mediation Center (CMC) has been established. In carrying out its activities organized and managed by the lower court, this institution has a mediation model that will be used by disputants. It has a code of ethics and provides training for mediators. The mediators are judges and court staffs assisted by the Court Support Group consisting of lawyers, social workers, and professionals from various fields. The purpose of Court Mediation Center in Singapore are (Haq, 1998: 9-14):

1. To provide a forum for the disputants to explore option with a view to resolve their dispute without adjudication.
2. Conflicts can be resolved with in early period and at a much quicker pace. Mediation is usually conducted at the close of pleading stage for civil cases.
3. Leads to efficient case management by the courts. For every cases settled, there is a saving of hearing days.
4. Saves the disputants considerable legal fees and costs which could incur for the court hearing.
5. Easy accessibility and the services are usually provided by the courts free of change or at a nominal fee.
6. Confidentiality-matters discussed are in strict confidence in so far the law allows.
7. Flexibility-matters may be discussed jointly or separately, it can be adjourned, experts maybe called, the parties can decide when to end the discussion.

The procedures that must be taken by the disputing parties when using the service from the Court Mediation Center are (Haq, 1998: 9-14):

> “The disputants appear before a Settlement Judge. Both parties present their Opening Statements and go through their respective positions on the matters. The settlement judge will summarise and list out the issues for discussion. The parties

will then explore the various options they could consider toward an amicable settlement. The discussion is usually conducted jointly with all parties present including their legal representatives. The settlement Judge has discretion to meet the parties separately which at times are useful in encouraging the party to open up and discuss any hidden interest or agenda. The parties are assured that everything discussed are in confidence. When the matter is resolved, the terms of settlement will be recorded by the settlement Judge. The terms of settlement usually fall into three categories:

1. The Parties may agree on a Consent Judgment.
2. The parties may agree to withdraw their respective claims (where there is a counter-claim) by filing a Notice of Discontinuance.
3. The parties may have the terms of settlement recorded by the settlement Judge or they could prepare a written Settlement Agreement.

If there is non-compliance with the terms in the Settlement Agreement, the other party may enforce the Settlement Agreement as a contract. Sometimes the parties may include a clause stating that if there is non-performance on the settlement term specified, the other party may be released from the Settlement Agreement and the case would be treated as if there was no settlement and the parties are free to proceed with their respective suits or enforcement as a contract".

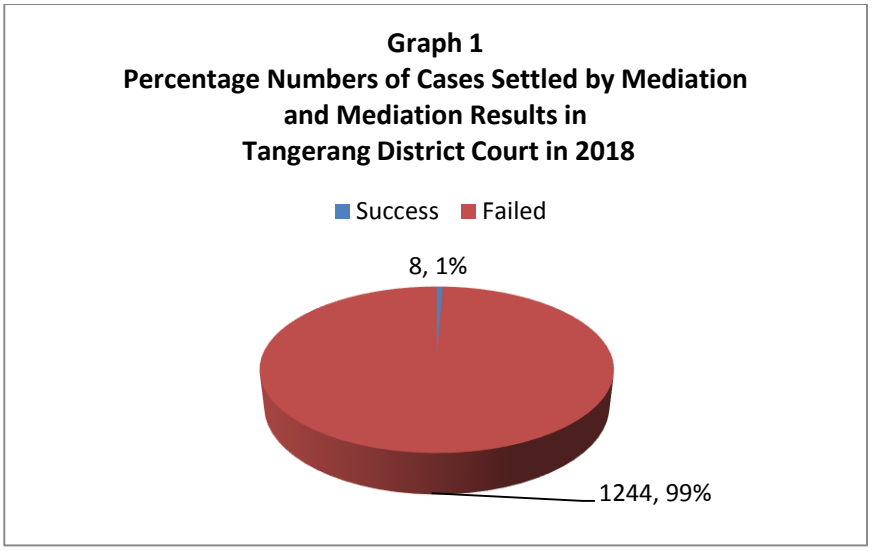
Meanwhile in Indonesia, the litigation procedure in all district courts has the same pattern. The disputing party must first register the case, then the judge is appointed for the case being registered to reconcile the disputing parties as mandated in Article 130 HIR. The procedure is as follows:

1. Filing a lawsuit consisting of arguments from the plaintiff.
2. Registering the lawsuit to the district court. The lawsuit is addressed to district court chief by providing down payment in court in accordance to the number of litigants.
3. The lawsuit is given a case number and registration date.
4. The head of the district court forms a judicial panel who will hear the case.
5. The first hearing is chosen by considering the distance of the residence of the disputants.
6. The judicial panel studies the case.
7. At the first hearing, with the attendance of both party, the judge will try reconciliation effort to the plaintiff and the defendant.
8. Reconciliation effort can always be made as long as the verdict has not been decided, the parties are always given the opportunity to resolve disputes through reconciliation.
9. If both parties agree to reconcile, the agreement must be set forth in the form of settlement agreement.
10. The settlement agreement must be brought before the judicial panel. The court verdict will be taken based on the contents on the settlement agreement.
11. If there are materials that must be confiscated, the materials can be written in the agreement. The violation of the agreement resulting permissible material foreclosure.
12. Court fees determined by the judicial panel must be paid by litigants or one of the parties, depending on the agreement of the parties in the settlement agreement.
13. Mediation settlement agreement cannot be appealed.

Basically, the case registration of civil disputes meant to be settled through litigation since the original purpose of filing a lawsuit is clearly to entrust the resolution through the court. Whereas later it turns out that there is a mediation, this is due to the civil procedural law which required the Judge to seek mediation first before following up on examining a case.

In civil court litigation practice, the Judge seems to serve in seeking settlement of the disputing parties merely to fulfil the formal requirements of the constitutional law as stipulated in Article 10 (1) of Law Number 48 of 2009, without discursive awareness to create a simple, fast, and lightweight dispute resolution as mandated in Article 4 (2) of Law Number 48 of 2009. The passive role of Judges in settling the conflict; merely fulfilling legal formalities and the lack of discursive awareness for an effectively and efficiently resolution creates a very small number of disputes resolution through mediation compared to disputes that are resolved through litigation. In other words, the mediation has not yet succeeded in becoming an area where the reproduction of civil dispute resolution is conducted.

As an illustration, the Graph depict civil case settlement in Tangerang District Court governing the settlement of cases through mediation.



Source: Tangerang District Court

Based on Graph 3, the total number of civil case in the Tangerang district court in 2018 was 1,252 cases. Out of the total 1,252 cases, 8 cases (1%) were decided through mediation, 1244 cases (99%) were not decided through mediation.

Thus, the data obtained from Tangerang District Court show that the percentage of the implementation of mediation for dispute resolution is very small compared to the number of civil disputes decided through litigations. Graphs 1 describe the percentages in detail. Despite the people living in the central government area is known to have a cultural tendency to resolve disputes by deliberation, mediation was not preferred as a way for dispute resolution as they continue the civil procedural law until the Judge pick the *winners and losers* in cases. According to the author, this could be due to:

1. Disputants' lack of understanding regarding mediation.
   Usually, both parties are represented by advocates in court. There are some idealistic advocates in resolving cases and there are also those who have economic interests if a case lasts a long time;

2. Judges as mediator are not optimal in playing their role.
   This could be due to the fact that career Judges did not get performance allowance as a mediator. However, this is not the case with the mediator coming from the non-career Judges. They get paid from the disputing parties;

3. The willingness of the disputants to enter the litigation from the beginning due to the lack of any fixed point of deliberation in resolving legal issues before proceeding to court;

4. One of the litigants has no aim to settle the case, but deliberately brought the case to the court to make the litigation takes a long time;

5. The disputants' absence of knowledge regarding the existence and benefits of mediation forum to resolve business disputes in more effective and efficient manner compared to full litigation.

The low interest on the use of mediation to *resolve* community *disputes* is a matter of concern. Indonesian society is known to highlight the nature of communalism or togetherness rather than individualism (Rahardjo, 1996: 12). In such conditions, deliberation should be preferred rather than conflict resolution. In the United States where society emphasizes individualism, conflict management should be more dominant compared to deliberate dispute resolution. But on the contrary, in the United States, more than 90% of cases have been completed out of the court before the full trial. The settlement can be conducted both when the lawsuit has been brought to court or through direct negotiations between the disputing parties during pre-trial (Mukhtar, 1989: 126). In Singapore, more than 90% of cases registered for litigation can be settled through the Court Annexed ADR (Muladi, 1996: 4). Large number of Indonesian people use judicial institutions as a means to sue their opponents because traditional institutions that were used by the community to resolve disputes by deliberation have been destroyed the modernization (Rahardjo, 1998).

In Indonesia, the low percentage of business disputes resolution through mediation is not only due to the passive Judge that merely fulfilling formal requirements as regulated by constitution, but it is also caused by low commitment or lack of discursive awareness of the Judge to settle a simple, fast and lightweight cases. In addition, the barrier experienced by Judges in the Cibinong District Court, the South Jakarta District Court, and the Tangerang District Court in reconciling the disputing parties is the lack of understanding of the parties involved regarding the a win-win solution that can be achieved through mediation.

The use of mediation can actually be empowered and communicated to gain the trust from the community. The settlement through mediation brings advantages to the disputants both in terms of cost and time. For instance, based on a research

conducted at the Tangerang District Court, it takes about 1 (one) year for each case from the registration to court verdict from a district court judge. Whereas it takes only around 3 (three) months for business dispute resolution through a mediation. In addition, the costs incurred for cases resolved through mediation are relatively cheaper. Based on the deed of settlement data from Tangerang District Court, the court fees spent are as follows:

1. Non-guaranteed investment fund litigation, Verdict No. 390/Pdt.G/2018/PN.Tng, case value of IDR. 950,000,000 (nine hundred and fifty million rupiah), the court fees spent of IDR. 808,000 (eight hundred eight thousand rupiah).
2. Land disputes
   - Verdict No. 104 / Pdt.G / 2007 / PN.TNG, Right to Build of ± 30,000 square meter, the court fees spent of IDR. 884,000 (eight hundred eighty four thousand rupiah).
   - Verdict No. 307 / PDT.G / 2017 / PN.TNG. Property Right of ± 5,000 square meter.

Therefore, mediation seems urgent to be carried out immediately. It is fast, lightweight, and has an executorial power like the court decision that has permanent legal force. It also does not cause deep resentment to the disputing parties; they even possible to continue business cooperation in the future. This is in line with Article 1858 of the Civil Code which reads: *"all settlements has between the parties is a force such as a judge's verdict at the final level"*.

However fair and correct the court's ruling is, it is certainly more just the ruling of the peace. The decision to allow the reconciliation is far more humane and does not break any relationship, instead it creates stronger and more intimate bond. From another point of view, the reconciliation accelerates the settlement of the case, and at the same time mitigates the cost of judicial proceeding borne by the parties (Harahap, 1993: 282). The settlement agreement has a very important meaning to society in general and especially for *justitiabelen*. The dispute can be resolved altogether in a quick and low-cost manner as well as reduced the hostility between the two parties (Sutantio, 1989: 31). The ratio of the reconciliation effort is to prevent the possibility of future hostility between litigants due to the dissatisfaction of the verdicts (Muhammad, 1992: 282).

Knowing the advantages of mediation in civil dispute resolution, there are several steps to conduct mediation:

1. Improving the legal material.
   There seems a need to reformulate Article 130 HIR since the reconciliation process does not yet reflect the obligation of the Judge to actively reconcile the disputing parties. By far, the Judge only formally advised the parties to reconcile. For this reason, the amendment of Article 130 HIR must enable the Judge to act actively. For instance, a Judge appointed to handle the case shall seek an informal meeting with disputing parties with or without their lawyers. The Judge shall provide an overview in advance of the lengthy process of judicial proceedings. Then, the decision will be handed over to the disputing parties whether they want to proceed in court or be settled through mediation. The formulation of Article 130 HIR should be improved to allow the reconciliation mechanism to apply and develop like court-connected ADR / court-annexed ADR in Singapore and the United States.
   Basically, in its development on January 30, 2002 a Circular Letter No. MA/Kumdil/001/ I / K / 2002 on the Empowerment of the First Level Court to Implement the Settlement Institution was issued. Thus, before the civil case is handed to the judicial panel, the Judge will be appointed as a facilitator or mediator to settle the case within 3 months and can be extended with the concern of the Head of the District Court. It is expected that this circular letter can be effectively implemented as for the Supreme Court needs to follow up with the training of judges to use a mediation in resolving disputes (Sulistyono, 2002: 316-317).

2. Changing the Judge's mindset to have high commitment and awareness to carry out the fast, simply and lightweight principles.
   Judges must be convinced that the use of dispute resolution through reconciliation can actually ease their duties, so that they are free from routine work to erode the cases that accumulate every year.

3. The courts are permitted to involve third parties, for instance a legal expert who have credibility and expertise in accordance with the object of the dispute or retired Judges who have credibility and good reputation.
   Through this procedure, as soon as the litigants have registered their lawsuit, the judicial panel appoints a neutral third party to assess the subject matter. The purpose of this early neutral evaluation is to give the parties an objective overview of each case. Subsequently the decision to continue the litigation will be given to the litigants (Sulistyono, 1998).

4. It is possible for the court to cooperate with universities that already have dispute resolution institutions.
   In this case the litigants are advised by the chair of the judicial panel to reconcile with the help of facilitator from the dispute resolution institutions in university. If the reconciliation has been reached, the Judge only needs to give a settlement agreement.

5. Increasing socialization on the existence and benefits of mediation to those who are currently proceeding in court and those who have no legal dispute.
   Mass media are involved to blow up the disputes that have been successfully resolved through mediation for the acknowledgement to the wider community (Nolan-Haley, 1992: 192).

6. It is possible to collaborate with the advocate's society in improving the dispute resolution paradigm by prioritizing mediation and avoiding litigation.
   This is based on the tendency of the advocates to win the case for the success fee since society today assesses the attainment of the attorney's ability based on the winning cases. This causes the mediation offered by Judges are often ignored by lawyers. Though, most of the disputes submitted to the court are usually authorized by the advocate. This is one of the factors causing the low percentage of reconciliation in the court. For this reason, through the Advocate's Society, the disputing parties are given an understanding to be willing to pay the success fee if the case is successfully reconciled (Sulistyono, 1998).

7. Providing additional performance allowance for the Judge who acts as mediator that comes from career judges.
   This needs to be done, so that the mediator from career Judges can be more serious and optimal in carrying out their duties as a mediator.

8. In certain cases, the Judge as mediator may ask the disputing parties to submit the security right in rem if the party fails in implementing the contents of the settlement agreement. Thus, the settlement agreement has a real executorial value.

9. In certain cases, the contents of the settlement agreement through mediation may set a deadline for the reconciliation.
   Even though in practice this matter is still in debate, the Judge acting as the mediator determine this, including but not limited to provide a comprehensive understanding to the disputing parties. Thus, a final and executorial settlement agreement can be realized.

CONCLUSION

1. There are several factors causing the community fail to maximize the mediation forum to make the settlement agreement in resolving the civil disputes. They are the lack of understanding about and benefits of mediation, the least optimal role of the Judge as mediator, the desire of the disputing parties to enter litigation due to the absence of fixed point of deliberation, the purpose of stalling cases from the litigants, and other issues after the drafting of the settlement agreement through mediation.

2. Even though there has been provisions regarding mediation as stipulated in Article 130 (2) and Supreme Court Regulation Number 1 of 2016 (PERMA No. 1/2016), it is necessary to re-empower the causes of the inadequate civil dispute resolution through mediation. Some of the ways are by improving the legal material regarding mediation, changing the Judge's mindset to have high commitment and awareness to carry out the fast, simply and lightweight principles, involving the third party, increasing socialization about the existence and benefits of mediation forum, providing additional performance allowance for the Judge who acts as mediator that comes from career Judges, submitting the security right in rem if the party fails in implementing the contents of the settlement agreement and setting a deadline for the reconciliation in the settlement agreement.

REFERENCES

Brahm, Laurence J. (1995). *Negotiating in China, Singapore,* Reed Publishing Asia.

Djaro, Syprianus A. (1994). *Beberapa Penyelesaian Sengketa Dalam Bisnis*. Jakarta: BPHN Departemen Kehakiman, 1994.

Goldberg, S.B., Stephen, Frank E.A. Sander. & Rogers, Nancy H. (1992). *Dispute Resolution: Negotiation, Mediation, and Other Processes*. Boston, Toronto: Litle, Brown and Company.

Hahm, Pyoong-Choon. (1967). *The Korean Political Tradition and The Law*. Seoul: Hollym Corp.

Harahap, M.Yahya. (2017). *Hukum Acara Perdata*. Jakarta: Sinar Grafika.

Harahap, M.Yahya. (1997). *Beberapa Tinjauan Mengenai Sistem Peradilan dan Penyelesaian Sengketa.* Jakarta: Sinar Grafika.

Harahap, M.Yahya. (1993). *Ruang Lingkup Permasalahan Eksekusi Bidang Perdata*. Jakarta: Gramedia Pustaka Utama.

Harahap, M.Yahya. (1977). *Beberapa Tinjauan Mengenai Sistem Peradilan dan Penyelesaian Sengketa*. Bandung: Citra Aditya Bakti.

Haq, Murgiana. (1998). *Copyright Infringement and Alternative Dispute Resolution*. Makalah disampaikan di JIII: AOTS, 22 September.

PT. Qipra Galang Kualita, Yayasan Akatiga, Indonesian Centre for Environmental Law, dan Lembaga Pendidikan dan Pembinaan Manajemen. (1997). *Kumpulan makalah Pelembagaan Penyelesaian Sengketa.*

Marriott. (1994). The Role of ADR in the settlement of Commercial Disputes. *Asia Pasific Law Review*, 3*(1)*, 45.

Muhammad, Abdulkadir. (1992). *Hukum Acara Perdata Indonesia*. Bandung: Citra Aditya Bakti.

Mukhtar, Sofyan. (1989). *Mekanisme Alternatif bagi Penyelesaian-Penyelesaian Perdata dan Dagang"*. Varia Peradilan, 41.

Muladi. (1996). *Korporasi Transnasional dan Pengaruhnya Terhadap Tindak Pidana Ekonomi Dalam Era Globalisasi.* Makalah disampaikan di Jakarta: Universitas Trisakti, 20 Juni.

Nolan-Haley, Jacqueline M., (1992). *Alternative Dispute Resolution*. St. Paul, Minnesota: West Publishing.

Nugroho, Susanti. (2009). *Mediasi Sebagai Alternatif Penyelesaian Sengketa*. Jakarta: Telaga Ilmu Indonesia.

Peters, A.A.G. & Siswosoebroto, K. (1988). *Hukum dan Perkembangan Sosial*. Jakarta: Sinar Harapan.

Rahardjo, Satjipto. (1998). *Pelaku Gugat Menggugat*. Kompas, 25 Februari.

Rahardjo, Satjipto. (1996). *Transformasi Nilai-nilai Dalam Penemuan dan Pembentukan Hukum Nasional.* Majalah Badan Pembinaan Hukum Nasional, 2.

Rahardjo, Satjipto. (1987). *Hukum dan Masyarakat*. Bandung: Angkasa.

Runtung. (2002). *Keberhasilan Dan Kegagalan Penyelesaian Sengketa Alternatif: Studi Mengenai Masyarakat Perkotaan Batak Karo di Kabanjahe dan Brastagi*. Disertasi Program Doktor Program Pascasarjana Fakultas Hukum, Universitas Sumatera Utara, Medan.

Samson, Claude. (1993). *Alternative Dispute Resolution.* Canada: Les Presses de I'Universite Laval.

Sulistiyono, Adi. (2002). *Mengembangkan Paradigma Penyelesaian Sengketa Non-Litigasi Dalam Rangka Pendayagunaan Alternatif Penyelesaian Sengketa Bisnis/Hak Kekayaan Intelektual.* Disertasi Program Doktor Program Pascasarjana, Fakultas Hukum Universitas Diponegoro, Semarang.

Sulistiyono, Adi. (1998). Dading Sebagai Suatu Alternatif Penyelesaian Sengketa Bisnis. Justitia, 42.

Sutantio, Retno Wulan & Oeripkartawinata, Iskandar. (1989). *Hukum Acara Perdata Dalam Teori dan Praktek*. Bandung: Mandar Maju.

Theng, Liem Lei. (1999). *Mediation in Singapore*. Makalah dalam seminar sehari tentang *Court Connected-ADR* yang diselenggarakan oleh Departemen Kehakiman Republik Indonesia dengan the Asian Foundation, 21 April.

Tim Penyusun Kamus Pusat Pembinaan dan Pengembangan Bahasa. (2000). *Kamus Besar Bahasa Indonesia.* Jakarta: Balai Pustaka.

Usman, Rachmadi. (2003). *Pilihan Penyelesaian Sengketa di Luar Pengadilan.* Bandung: Citra Aditya Bakti.

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