PAPER NAME

Acte Van Dading In the settlement of industrial relations disputes in Indonesia.pdf

AUTHOR

Suhartini Endeh

WORD COUNT

8864 Words

CHARACTER COUNT

48893 Characters

PAGE COUNT

14 Pages

FILE SIZE

746.6KB

SUBMISSION DATE

Nov 18, 2023 9:33 AM GMT+7

REPORT DATE

Nov 18, 2023 9:34 AM GMT+7

15% Overall Similarity

The combined total of all matches, including overlapping sources, for each database.

- 14% Internet database
- 7% Publications database
- Crossref database
- Crossref Posted Content database
- 9% Submitted Works database

Excluded from Similarity Report

- Bibliographic material
- Quoted material
- Cited material
- Small Matches (Less then 15 words)
- Manually excluded sources

Taylor & Francis
Taylor & Francis Group

Cogent Social Sciences

ISSN: (Print) (Online) Journal homepage: https://www.tandfonline.com/loi/oass20

Acte Van Dading In the settlement of industrial relations disputes in Indonesia

Hazar Kusmayanti, Deviana Yuanitasari, Endeh Suhartini, Mohammad Hamidi Masykur, Dede Kania, Ramalinggam Rajamanickam & Maureen Maysa Artiana

To cite this article: Hazar Kusmayanti, Deviana Yuanitasari, Endeh Suhartini, Mohammad Hamidi Masykur, Dede Kania, Ramalinggam Rajamanickam & Maureen Maysa Artiana (2023) *Acte Van Dading* In the settlement of industrial relations disputes in Indonesia, Cogent Social Sciences, 9:2, 2274148, DOI: 10.1080/23311886.2023.2274148

To link to this article: https://doi.org/10.1080/23311886.2023.2274148

Published online: 09 Nov 2023.

Kusmayanti et al., *Cogent Social Sciences* (2023), 9: 2274148
https://doi.org/10.1080/23311886.2023.2274148

cogent social sciences

LAW | RESEARCH ARTICLE

Acte Van Dading In the settlement of industrial relations disputes in Indonesia

Hazar Kusmayanti[1]*, Deviana Yuanitasari[2], Endeh Suhartini[3], Mohammad Hamidi Masykur[1], Dede Kania[4], Ramalinggam Rajamanickam[5] and Maureen Maysa Artiana[6]

Received: 09 June 2023
Accepted: 18 October 2023

*Corresponding author: Hazar Kusmayanti, Faculty member in the Private Law Department, Faculty of Law, Universitas Padjadjaran, Bandung, Indonesia
E-mail: hazar.kusmayanti@unpad.ac.id

Reviewing editor:
Armando Aliu, Faculty of International and Political Studies, Jagiellonian University: Uniwersytet Jagiellonski w Krakowie, POLAND

Additional information is available at the end of the article

Abstract: In general, the process of examining industrial relations dispute cases at the District Court level must take between 8 and 10 days. One of the ways to achieve the principles of fast, simple, and low-cost civil procedure law is through *Acte van Dading* (conciliation decisions). The researchers is interested in studying the implementation of *Acte van Dading* for the settlement of industrial relations in Indonesia in relation to Indonesian positive law. The approach method used in this study is normative juridical, that is legal research that examines applicable legal provisions using primary, secondary, and tertiary data. Based on the research, the decisions made in the panel of judges must decide on the entire dispute that is being disputed by a settlement decision that has gone through several stages of industrial relations dispute settlement. The settlement agreement made by workers and employers before a panel of judges must be written and set out in an *Acte van Dading*. The advantage of this *Act Van Dading*, the panel of judges considered that it is very possible for disputes to be reconciled in addition to achieving the principles of fast, simple, and low-cost as well as reducing the accumulation of cases in court. The researchers recommendation is to increase legal awareness from both the government, employers and workers' unions to socialize the settlement of industrial relations disputes using *Acte van Dading*. Other recommendations require independent mediators or experienced legal experts to help achieve a just and mutually beneficial settlement for all parties involved.

Subjects: Asian Law; Employment Law; Social Work Law

Keywords: Acte van dading; Court; Industrial; industrial relations dispute; Industrial relations court

ABOUT THE AUTHORS

Hazar Kusmayanti, S.H., M.H. is a lecturer at the Faculty of Law, Universitas Padjadjaran.
Deviana Yuanitasari, S.H., M.H. is a lecturer at the Faculty of Law, Padjadjaran University.
Dr. Hj Endeh Suhartini Syurdi, S.H., M.H., CCD, C.Med., CCB is the Vice Rector for Promotion, Public Relations, New Student Admission, Business Development and Funding Sources of Universitas Djuanda.
M. Hamidi Masykur, S.H., M.Kn is a lecturer at the Faculty of Law, Universitas Brawijaya.
Dr. Dede Kania, S.H.I., M.H. is a lecturer at the Faculty of Shari'ah and Islamic Law at Sunan Gunung Djati State Islamic University Bandung.
Prof. Madya Dr. Ramalinggam Rajamanickam is a lecturer and associate professor of Law (Dr) at The National University of Malaysia.
Maureen Maysa Artiana, S.H., is a student of the master program of Notarial Law at Universitas Padjadjaran.

cogent social sciences

1. Introduction

The right to have a job is one of the basic rights of each human being in every corner of the world. This work right is in accordance with the provisions of the 1948 United Nations Declaration of Human Rights, Article 23, which states that, "everyone has the right to work, and Article 6 of the 1966 International Covenant on Economic, Social and Cultural Rights (ICESCR) states that states parties recognize the right to work" (Anggriani, 2017). The genesis of labor laws throughout the world is to provide an effective solution to the conflict between workers' rights and existing socio-economic conditions that violate those rights (Ramaswamy & Binnuri, 2023).

Industrial relations is a system of relationships established between parties involved in the production of goods and/or services, including employers, employees, and the government. It is founded on Pancasila ideals. In industrial relations, employers, employees, and the government are the three main topics. The process of producing commodities and/or services is the subject of an industrial relationship. The parties always anticipate harmonious workplace relationships (Wijayanti et al., 2022).

In the era of industrialization, the resolution of labor disputes or industrial relations disputes became complex, so for their resolution, an institution that supports a mechanism for dispute resolution that is fast, appropriate, fair, and inexpensive is needed (Pradima, 2013). The authority of Law No. 2 of 2004 concerning Settlement of Industrial Relations Disputes (hereinafter referred to as UUPPHI) specifically regulates bipartite negotiations, arbitration, reconciliation, and mediation for labor dispute issues, and the industrial relations court, which is a special court within the district court, has the authority to examine, adjudicate, and resolve labor disputes or industrial relations disputes. The entry of reconciliation into the process of proceedings in court is one of the efforts to overcome the problem of the accumulation of cases in court (Dwi Rezki Sri Astarini, 2013). Then, it also aims to strengthen and maximize the function of the judiciary in resolving disputes, in addition to court processes that are adjudicative in nature and one of the access points to justice for people seeking justice (Julkipli & Santoso, 2022). Reconciliation can be made out of court or in court, including in the settlement of industrial relations disputes (Made Adiwidya Yowana et al., 2020).

This reconciliation effort absolutely must be carried out and included in the minutes (*procesverbaal*). If, in a case reconciliation, the judge is unable to reconcile, that failure must still be confirmed in the minutes of trial. Neglecting to mention this in the minutes resulted in the examination of the case containing a formal flaw and the examination being null and void. If an examination of a case is not preceded by an effort to reconcile, the subsequent trial sessions of the case will become null and void. A judge who ignores the examination of the reconciliation stage and immediately enters the answer-answer examination stage is deemed to have violated the procedural rules (Harahap, 2004).

Dispute resolution can be resolved in court or out of court. Reconciliation of disputes outside the court was initiated by dissatisfaction with the process of resolving disputes through the courts, which took a relatively long time and required a lot of money. Besides that, decisions made by the court often cause dissatisfaction with the parties, or there are parties who feel they are the "losing" party (Mamudji, 2017). Conflicts that have already occurred can be reduced through a mediation process (Rokhim et al., 2020). The mediation process resulted in two possibilities: whether the parties reached an agreement or failed to reach a reconciliation agreement, which could then be strengthened in the form of a reconciliation deed or *Acte van Dading* (Noor, 2019).

Acte van Dading is a deed that contains an agreement that by handing over, promising, or withholding an item, both parties end a case being examined by a court or prevent a case from occurring. It is possible to have executorial power if it is granted by a court decision (Yuliastuti & Syarif, 2021). Provisions stipulated in the reconciliation deed made by the parties are prohibited from conflicting with law, public order, and/or decency, harming third parties, or being implemented (Kusmayanti, 2021).

In cases of industrial relations disputes, the UUPPHI has regulated procedures and processes for the settlement of industrial relations disputes. Reconciliation outside the court is a stage of completion that is mandatory. Law No. 13 of 2003 concerning Manpower, Article 136, paragraphs (1) and (2), states that:

(1) The settlement of industrial relations disputes must be carried out by employers and workers/laborers or trade unions by deliberation to reach a consensus.

(2) In the event that a settlement by deliberation to reach a consensus as referred to in paragraph (1) is not reached, then the entrepreneur and the workers/laborers or workers unions/labor unions shall resolve the industrial relations dispute through the industrial relations dispute settlement procedure regulated by law.

In practice, out-of-court settlements are broadly divided into two major parts: bipartite settlements by the parties themselves and settlements with the assistance of third parties or mediators. It is reasonable for both parties to resume discussions in order to come to a consensus and find a solution that will allow them to achieve the justice they both feel deserves to be served if one of the parties decides to settle their dispute outside of court during the trial (Sartanto et al., 2022). Completion of this industrial relations court by incorporating it into the general justice system (so the industrial relations court is a form of specific jurisdiction, but its existence is still within the district court environment) (Widiastiani, 2019), which it is hierarchically under the Supreme Court. This merger provides more certainty and legal force so that every decision taken will be carried out effectively, fairly, and quickly.

In addition, the settlement of industrial relations disputes is limited to a maximum of 30 days at the District Court level and at the Supreme Court level. The reconciliation of the industrial relations disputes will be handled by a panel of judges consisting of 3 judges, that are a career judge at the District Court (acting as chairman) and 2 ad hoc judges (1 person each representing the union and the company). From a formal legal standpoint, the regulation governing the settlement of industrial relations disputes is the Civil Procedure Code applicable in the General Courts, which is usually complicated and lengthy. Usually, for cases to be processed at the district court level, at least the workers/laborers in the case must be in session for between 8 and 10 days. Several District Courts, in order to achieve the principles of fast, simple, and low-cost civil procedure, have made breakthroughs by successfully imposing *Acte van Dading* in industrial relations disputes.

However, this *Acte van Dading* becomes a dilemma when it is related to Supreme Court Regulation No. 1 of 2008 concerning Mediation (hereinafter referred to as Perma No. 1 of 2008), one of which is related to the provisions of Article 4 of Perma No. 1 of 2008, which expressly state as follows:

> Except for cases resolved through the procedures of the commercial court, industrial relations court, objections to the decisions of the Consumer Dispute Settlement Agency, and objections to the decisions of the Business Competition Supervisory Commission, all civil disputes submitted to the Court of First Instance must first seek reconciliation through a settlement with the assistance of a mediator.

The condition becomes dilemmatic because Indonesia has not yet implemented it.

Therefore, researchers in this study are interested in examining how the implementation of industrial relations dispute resolution through *Acte van Dading* in the District Court is related to the Positive Legal Regulations in force and what efforts have been made by the district court in strengthening this mediation. In this research, the researchers will also examine the obstacles in *Acte Van Dading* along with the researchers solutions/recommendations for dealing with these obstacles.

cogent social sciences

2. Research methods

The analytical method used in this study is qualitative juridical, specifically by examining data based on legal aspects without using diagrams or statistics and then giving it descriptively in orderly and logical sentences (Soerjono Soekanto, 2002). According to Peter Mahmud Marzuki (Marzuki, 2007), normative legal research is a process to find a rule of law, legal principles, and legal doctrines to answer the legal issues at hand. In this type of legal research, law is often conceptualized as what is written in statutory regulations, or it is conceptualized as rules or norms that are benchmarks for human behavior that are considered appropriate (Iman Soepomo, 1992). Then the primary data is used as supporting secondary data to draw a conclusion based on the applicable laws and regulations. The secondary legal materials used in this research are laws and regulations in the field of industrial relations, literature books in the field of industrial relations, and court decisions. The court decision is the key element. This doctrine is also in line with what Soerjono Soekanto proposed, that normative doctrinal legal research can be categorized into four types: "Research to find legal principles, Research on the legal systematics of legal provisions, which are gathered in a codification or specific legislative regulation, Research on the level of synchronization (consistency level) of legislative regulations, both vertically and horizontally (Soekanto & Mamudji, 2003). This can be done in specific fields regulated by law, as well as in relation to other fields, which may have reciprocal relationships. Legal comparison, mainly focused on differences (and also possible similarities) that exist in two or more different legal systems, and Research on legal history, which emphasizes the development of law, both the development of law in a specific legal field or in a specific legal system. Normative Legal Research aims to enable researchers to solve existing problems or cases and/or make decisions based on the existing positive law. Thus, the research activity here is relatively similar to the work done by a judge when face (Nolasco et al., 2010).

3. Discussion

3.1. Practices and examples of industrial relations disputes resolved through Acte van Dading

9

Employment development has many dimensions and is related not only to the interests of the workforce before, during, and after the working period but also to the interests of employers, the government, and society. The Employment Development Index is a value that describes the conditions for successful employment development (Maryanti & Hardi, 2016). For this reason, thorough and comprehensive regulations are needed, which include manpower planning, human resource development, expanding job opportunities, job placement services, fostering industrial relations, increasing labor protection, and increasing labor productivity and competitiveness in Indonesia. On that basis, the government pays attention to the workforce so that they are able to develop themselves in a comprehensive and integrated manner that is directed at increasing competence and independence and is expected to work together with their partners, namely entrepreneurs.

Therefore, the workforce must be empowered so that they have more value in the sense of being more capable, more skilled and more qualified, so that they can be optimally utilized in national development and be able to compete in the global era. The capabilities, skills, and expertise of the workforce need to be continually improved through employment planning and programs, including training, apprenticeships, and manpower placement services. Secondly, manpower as a goal of development needs to receive protection in all aspects, including protection for obtaining jobs inside and outside the country, protection of workers' basic rights, protection of occupational safety and health, as well as protection of wages and social security, so as to guarantee a sense of security, reconciliation, fulfillment of justice, and the realization of a life that is physically and mentally prosperous, harmonious, and balanced (Charda, 2006).

Employment development has many dimensions that are not only related to the interests of workers who will, are currently, or have entered into employment relations, but also how to ensure

that everyone gets a job and a decent life for humanity, as mandated in Article 27 paragraph (2) and Article 28 D paragraph (2) of the 1945 Constitution, which essentially state that every citizen has the right to work and a decent living for humanity without any discrimination in the implementation of employment relations (Nawi et al., 2019). The right to work and the rights in work are not only socio-economic rights, but also fundamental rights (Mustari, 2015).

The establishment of industrial relations is a system of relationship that occurs between actors in the process of producing goods and/or services, where the elements consist of employers, workers, and the government which are carried out on the basis of Pancasila values and the 1945 Constitution of the Republic of Indonesia. In industrial relations, workers and employers have the following functions (Yuliastuti & Syarif, 2021):

(a) The government has the function of establishing policies, providing services, carrying out supervision, and taking action against violations of labor laws and regulations.
(b) Workers/laborers and their trade unions/labor unions have the function of carrying out work in accordance with their obligations, maintaining order for the continuity of production, channeling aspirations democratically, developing their skills and expertise and participating in advancing the company and fighting for the welfare of its members and their families.
(c) Entrepreneurs and their employers' organizations have the function of creating partnerships, developing businesses, expanding employment opportunities, and providing workers' welfare in an open, democratic and fair manner.

State legislation can give exclusivity to the more representative organizations to collective bargaining without undermining other activities of the less representative associations on behalf of their members (de Britto Pereira, 2023). Legal regulations that specifically regulate labor law protection are regulated in several legal regulations, including Law no. 13 of 2003 concerning Manpower (hereinafter referred to as the Labor Law), Law No. 18 of 2017 concerning the Protection of Indonesian Migrant Workers, Law No. 24 of 2011 concerning Social Security Administering Bodies.

Regarding fostering industrial relations and increasing job protection, this is something that is important in the context of developing national development in an industrial relations system that emphasizes partnerships and common interests so as to empower and utilize the workforce optimally, protect the rights and interests of the workforce, guarantee equal opportunity and treatment without discrimination, create harmonious working relations, create reconciliation in business, increase company productivity, increase the welfare of workers and their families, provide legal certainty for workers, and ultimately create an advanced and prosperous Indonesian society (Kusmayanti et al., 2020).

If in industrial relations there is a difference of opinion that results in a conflict between the entrepreneur or a combination of employers and/or a labor union, this is known as an industrial relations dispute. Regarding the types of industrial relations disputes, include, among other things (Yuliastuti & Syarif, 2021):

(a) Disputes regarding rights, that are disputes arising from non-fulfillment of rights due to differences in the implementation or interpretation of statutory provisions, work agreements, company regulations, or collective bargaining agreements.
(b) Disputes regarding interests, that are disputes that arise in work relations because there is no conformity of opinion regarding the making and/or changes to work conditions stipulated in work agreements, or company regulations, or collective bargaining agreements.
(c) Disputes on termination of employment, that are disputes that arise because there is no conformity of opinion regarding the termination of the employment relationship carried out by one of the parties.

(d) Disputes between trade unions/labor unions within one company, that are disputes between trade unions/labor unions and other trade unions/labor unions only within one company due to the lack of conformity in understanding regarding membership, implementation of rights and obligations of a labor.

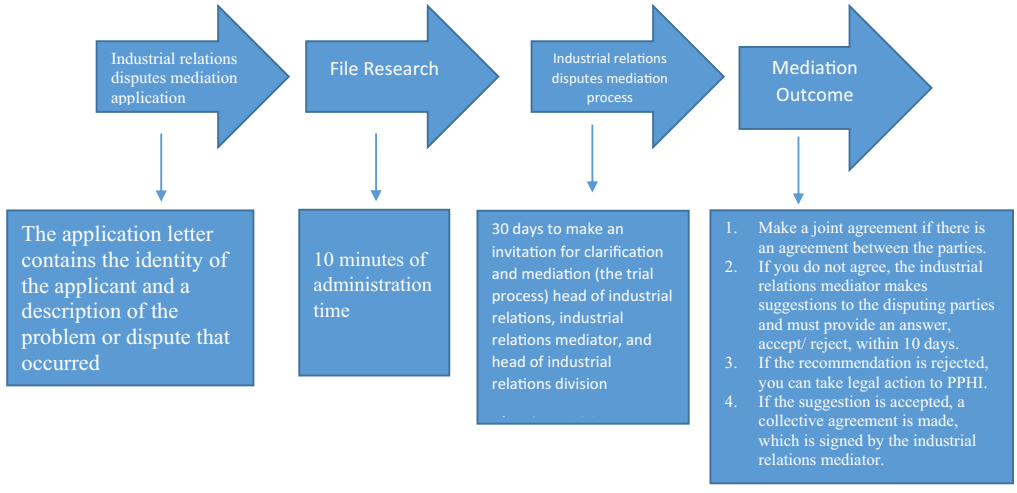
Article 151 paragraph (1) of the Labor Law reads entrepreneurs, workers/laborers, trade unions/labor unions and the government, must make every effort to ensure that there is no termination of employment. While in Article 151 paragraph (2), in the event that all efforts have been made, but termination of employment (hereinafter referred to as layoffs) cannot be avoided, then the intention of termination of employment must be negotiated by the entrepreneur and the trade/labor union or with the worker/laborer if the employee The worker concerned is not a member of a trade union/labor union. However, many layoffs of workers/laborers have been submitted to the Industrial Relations Court. The Industrial Relations Dispute Settlement Institution as regulated in the PPHI Law is divided through two channels, which are (A Pieter, 2018):

(a) Through outside the court are taken through bipartite negotiations, conciliation, arbitration, and mediation.

(b) Through the court, in which is through the Industrial Court.

What attracts the attention of the researchers here is the increase in *Acte van Dading* in the field of industrial relations disputes (Ritonga et al., 2022), of course with this success it is a means for the process of resolving cases to be more economical both from a cost and time standpoint. Providing benefits to the disputing parties with a win-win solution, not a win-lose. In addition, the mediation process in court is expected to overcome the problem of accumulation of cases (Lande, 2005).

The researchers here will try to summarize and describe the flow of industrial relations disputes mediation services in Indonesia as stipulated in the Regulation of the Minister of Manpower and Transmigration of the Republic of Indonesia Number 17 of 2014 through the chart bellow (Karsona et al., 2022):



The reconciliation process through litigation is carried out if a bipartite or tripartite (voluntary) reconciliation also fails, then the settlement of industrial relations disputes can be pursued through the Industrial Relations Court as a body or forum that provides justice, while the judiciary refers to the process of providing justice in order to uphold the law (Charda et al., 2017).

There is a case regarding the reconciliation deed, which is the settlement concerning the dispute over termination of employment, that is being examined at the Industrial Relations Court at the Surabaya District Court and registered under Register Number 156/Pdt.Sus-PHI/2021/PB.Sby dated 6 October 2021. The parties involved include M. Basuki as the Plaintiff and PT. Grahamakmur Ciptaprama, which in this case was represented by its director, Ibnu Surya Ramadhan. The reconciliation between the two was stated in the Reconciliation Agreement dated 10 December 2021, which basically stated that the Plaintiff parties agreed to accept Termination of Employment with the qualifications of resigning of their own volition and making a Resignation Letter addressed to the Defendant, and the Defendant will pay compensation to the Plaintiff including M. Basuki's layoff compensation in the amount of Rp. 10000,000 (ten million rupiahs) and M. Basuki's attorney fee of Rp. 2,500,000 (two million five hundred thousand rupiah) in cash no later than 20 December 2021. The decision of the Panel of Judges in case Number 156/Pdt.Sus-PHI /2021/PB.Sby on Thursday, 30 December 2021 is as follows:

(1) Punish both parties (Plaintiff and Defendant) to comply with the Settlement Agreement or the Industrial Relations Dispute Settlement Joint Agreement as agreed above;
(2) Charge court costs incurred in this case to the State.

Another example of an industrial relations dispute which was resolved through conciliation is case number 23/Pdt.Sus-PHI/2021/PN.Smg. At the first hearing, the panel of judges asked workers and employers to deliberate again to resolve the layoff dispute. The request of the Panel of Judges was complied with by workers and employers. On 1 April 2021, workers represented by their attorneys negotiated with employers. During these negotiations, an agreement was reached which was stated in the Deed of Settlement (*Acte van Dading*) in the form of a Joint Agreement, the contents of which were:

(1) The Workers and Employers agree to end the employment relationship
(2) The Employers will provide termination of employment compensation to workers in the amount of IDR 28,000,000 (twenty eight million rupiah) which will be paid no later than April 28, 2021 (the twenty-eighth of April two thousand twenty-one). Payments are made in cash at the BP3TK Prov. Central Java JI. Ki Mangunsarkoro No. 21 Semarang.
(3) The worker will withdraw the lawsuit against the employer at the Semarang Industrial Relations Court (PHI). The lawsuit was withdrawn on April 7, 2021 (the seventh day of April two thousand and twenty one)
(4) With the signing of the Collective Agreement by the Employer and worker, the problem has been resolved and both parties will not make demands in any form in the future. (Yuliastuti & Syarif, 2021)

The two settlement decisions above, according to the authors, the employer has fulfilled their obligations to workers in the Joint Agreement, so workers through their legal representatives have also fulfilled their obligations to employers in the Joint Agreement, namely revoking workers' lawsuits against employers at the Medan and Semarang Industrial Relations Court. The employee withdrew his lawsuit and the withdrawal of this lawsuit was carried out by the employee before the PHI Medan and Semarang panel of judges which was attended by the Employer.

Deed of Settlement (*Acte van Dading*) made by workers and entrepreneurs in Register Number 156/Pdt.Sus-PHI/2021/PB.Sby dated 6 October 2021 and case number 23/Pdt.Sus-PHI/2021/PN. Smg has met the requirements of the *Acte van Dading* set out in Article 130 HIR, which regulates:

(1) There was an agreement between the two parties, the Worker and the Employer agreed to make a Deed of Settlement after being asked by the judge to reconvene at the first hearing at the Industrial Relations Court. Workers and Employers have also fulfilled the legal requirements of the agreement, namely: The existence of an agreement from the Worker and the

Employer, the Worker and the Employer are capable of making an agreement, there is an object of agreement, namely reconciliation in the settlement of industrial relations disputes. The settlement of industrial relations disputes is not contrary to legislation, order and decency.

(2) Ending the dispute.

(3) The agreement made by workers and employers aims to end industrial relations disputes between workers and employers that have reached the examination stage at the industrial relations court.

(4) This industrial dispute has gone through several stages of industrial relations disputes, namely Bipartite Negotiations and Mediation.

(5) The written form of the peace agreement by the workers and employers is set out in a Deed of Settlement (*Acte van Dading*) and signed by the Legal Representatives of the Workers and Employers.

3.2. The obstacles to the settlement of industrial relations disputes through Acte van Dading

Based on Article 130 HIR, the parties resolve disputes first through an agreement without the intervention of a judge. Then, if in the settlement an agreement has been reached between the two parties, the parties can ask the assembly to put the contents of the agreement in a deed, which is called a deed of reconciliation. Therefore, the role of the judge at the Industrial Relations Court at the District Court here can be said to not have such a dominant role because it is only limited to making a reconciliation deed whose contents punish the parties for carrying out the contents of the agreement. The formal requirements for reconciliation efforts are as follows: 1. There is agreement from both parties; 2. Ending disputes; 3. Regarding existing disputes; 4. The form of reconciliation must be in writing (Yuliastuti & Syarif, 2021).

The reconciliation deed that has been made and agreed upon by the parties then has the same force as a court decision. This was confirmed by Renowulan Sutantio. The reconciliation agreement is the beginning of the issuance of a reconciliation deed (*Acte van Dading*) from the court (judge), which has the same position as a court decision that has permanent legal force (Dewi Seroja et al., n.d.).

Moreover, considering Article 55 of the UUPPHI, it emphasizes that the authority of the Industrial Relations Court is the absolute authority or absolute competence of the Industrial Relations Court, as stated in Article 56 of the UUPPHI, to be exact that the Industrial Relations Court has the duty and authority to examine and decides:

(a) At the first level regarding rights disputes

(b) At the first and last levels regarding disputes of interest

(c) At the first level, regarding disputes over termination of employment

(d) At the first and last levels regarding disputes between trade unions and labor unions within one company.

Disputes over rights are normative disputes stipulated in work agreements, collective labor agreements, company regulations, or laws and regulations, so the settlement is not given to conciliation or arbitration but first submitted to the Industrial Relations Court through mediation (Burhanuddin, 2017). Meanwhile, disputes over interests are disputes that occur as a result of differences of opinion or interests regarding employment conditions that have not been regulated in work agreements or collective bargaining agreements.

All cases registered at the industrial relations disputes at the Court by the parties hope that the case can be resolved as expected. The tool or means of settling cases is through a judge's decision. The judge's decision is the "crown", "culmination" and "closing deed" of the civil

case/industrial relations disputes process (Mulyadi & Subroto, 2011). Basically the industrial relations disputes decision is: reconciliation, verstek, aborted, rejected, unacceptable/*Niet Onvankelijke Verklaraad* (NO), partially granted, fully granted. There are several categories of industrial relations disputes decisions at the District Court, such as: reconciliation decisions, carried out voluntarily, cassation, and review. The legal process for issues involving rights and employment termination consists of 2 (two) levels, with the first level taking place before the Court and the last level at the Supreme Court. In the meantime, the Court resolves both the first and last levels of the interest dispute and the labor union dispute inside a single corporation. According to Article 57 of UUPPHI, it is nevertheless permissible to present legal remedies for reconsideration within the prescribed conditions despite this circumstance (Kasih et al., 2022).

In practice, the implementation of the industrial relations dispute decision is predominantly carried out outside the court, and there are no reports or notifications to the Industrial Relations Court at the Class District Court. If made in percentage, it is 21.1%, which has been implemented. The increase in the number of cases that go to the PHI at the District Court is due to the fact that most of the workers understand their normative rights. Besides that, there are still many employers who do not comply with the applicable labor regulations (Sinaga, 2018).

Perma No. 2 of 2003 does not contain a provision regarding restrictions regarding any disputes that cannot be reconciled; however, Perma No. 1 of 2008 explicitly states in Article 4 that it is stated as follows:

> Except for cases resolved through the procedures of the commercial court, industrial relations court, objections to the decisions of the Consumer Dispute Settlement Agency, and objections to the decisions of the Business Competition Supervisory Commission, all civil disputes submitted to the First Degree Court must first seek settlement through a reconciliation with the assistance of a mediator.

Thus, according to Article 4 of PERMA No. 1 of 2008, there are four cases that cannot be reconciled by mediation, which are:

(1) Disputes at the Commercial Court;
(2) Disputes at the Industrial Relations Court;
(3) Objections to the Decision of the Consumer Dispute Settlement Agency (Yuanitasari et al., 2023);
(4) Disputes over the objections to the Decision of the Business Competition Supervisory Commission.

Article 4 Perma No. 1 of 2008 mentioned above has a double meaning. *Acte van Dading*, which was carried out by the District Court, was carried out for the following reasons:

(1) The Industrial Relations Court, as a dispute resolution institution in Indonesia, currently demands that judges not only be fair in making decisions but also be sensitive to labor issues as the weakest party in labor relations. In accordance with the nature of labor disputes, the longer a case takes to be resolved, the more unfair the verdict will be for the workers, whatever that may be (A. Pieter, 2018).
(2) The District Court Relations Court refers to Article 130 HIR there is pressure on the bipartite process, mediation at the labor office is not optimal, the disputing parties want settlement to be carried out in the industrial relations court, and the panel of judges considers that disputes are very possible for reconciliation and reduce accumulation cases in court.
(3) The District Court must decide in the fairest way possible and resolve disputes in the shortest possible time in accordance with the principles of simple, fast, and low-cost as stated in

Article 2, point 4, of Law Number 48 of 2009 concerning Judicial Power. The principle of being simple, fast, and low-cost is that when trying a case, the judge must make every effort to resolve the case in the shortest possible time.

(4) In the settlement decision, there was no coercion from any party, and both parties stated that they were willing to end disputes over rights and disputes over Termination of Employment by making reconciliation.

Based on these matters and with the principles of simple, fast, and low-cost justice, industrial relations dispute resolution at the District Court does not violate Article 4 Perma No. 1 of 2008. However, the authors suggest that it is necessary to develop more effective and efficient dispute resolution models. efficiently, so that it can be an alternative for the community in resolving disputes that are being experienced.

However, settlement decisions in industrial relations courts are often faced with various obstacles and challenges. So far, studies on the failure of litigation mediation in the Industrial Relations Court have tended to look at the prerequisites that make it difficult for the parties to reconcile and the consequences caused by the sectoral ego of the litigants. However, failure can also be influenced by the unprofessionalism of the mediator or other non-technical aspects. Some of the obstacles that the author found include:

1. The bad faith of the parties involved in the dispute because they have different interests.
They might find it challenging to come to a win-win arrangement as a result. If the disputing parties are sincere in their desire to settle the conflict through mediation, the mediation process can proceed without incident (Wijayanto et al., 2021). The acte van dading process of formulating a collective agreement calls for precision, caution, and the presence of good intentions to reconcile in order that the established collective agreement does not injure one of the parties and does not oppose to enforcing the joint agreement (Nyoman Jaya Kesuma & Wayan Agus Vijayantera, 2020).

2. Mistrust.
A significant obstacle can be a lack of trust between the parties. One or both parties may be reluctant to achieve a settlement if they believe the other side won't uphold the agreement.

3. High Emotions.
A significant obstacle can be a lack of trust between the parties. One or both parties may be reluctant to achieve a settlement if they believe the other side will disregard the agreement.

4. Unbalanced Power
Negotiations may become unbalanced if one party has greater authority than the other.
It could be challenging for the weaker party to negotiate a fair bargain. Again, this suggests that the Industrial Relations Disputes mediation does not accurately represent a proportionate fair trial. Because of the differences in the two parties' economic positions, there are obvious differences between workers and employers in this topic (Arsalan & Putri, 2020).

5. Legal Uncertainty.
Lack of comprehension of the legislation controlling the parties' disagreement may make it more difficult for them to cooperate in reaching a settlement.

6. Settlement decisions that are not implemented by the parties.
Decisions made by the mediators must be followed, with the caveat that the parties must first agree with the mediator to carry out the decision before mediation can proceed.

7. Insufficient mediator competence and skills to reconcile.
Only if a mediator possesses a variety of skills is this function of mediator viable. This knowledge is acquired through education, training, and a variety of conflict resolution experiences (although not all judge mediators have had mediator training). It will be simpler for a mediator with a lot of expertise to carry out the mediation process because he is accustomed to handling conflict situations in which both parties are at odds. Because of his mature abilities and experience, the mediator will constantly be inspired to act favorably during the mediation process (Al Kautsar, 2022).

8. It is very challenging to evaluate trained mediators objectively because there is no curriculum or standard information that serves as a set benchmark during mediator training. Due to the fact that participants in mediator certification training get ad hoc mediation-related information that includes mediation simulations and practices (Reskiani et al., 2016).

9. Considering there are so many cases that need to be decided right away by courts or mediators (and so few judges have mediator certifications), mediation is only done as a formality to satisfy material provisions. Because it relates to the competence and performance of a judge's duties, this is also the success rate of mediation (Faisal, 2016).

The implementation of mediation in the settlement of civil cases in court is essentially an implementation of deliberation for consensus (Ardy et al., 2018). As for efforts to strengthen mediation to issue *Acte van Dading* relating to the settlement of industrial relations disputes, which are:

(1) Revitalization of the Association of Industrial Relations Mediators (AMHI) as a forum to improve the skills and knowledge of mediators in resolving industrial relations disputes.
(2) Organizing a contest for the best Mediator which will later spur the performance of Industrial Relations mediators to improve and the reputation of the district court where the mediator works will also improve.
(3) A program that sends industrial relations mediators to mediator trainings both on a national and international scale through a program of cooperation with the International Labor Organization.
(4) Mediation should be carried out in accordance with the problems encountered in a different manner and by a mediator who is an expert in specific matters, in this case, industrial dispute resolution. In order to motivate the mediator judge to mediate, not just as a formality to fulfill the provisions contained in the Perma, it is necessary to be given an award or honorarium if the mediator judge succeeds in reconciling the two parties, even though Article 10 paragraph (1) of Perma Number 1 of 2008 concerning Mediation in court states that the use of judge mediator services is free of charge.
(5) In order for stakeholders in industrial relations, which is the government, employers and trade unions/labor unions to socialize the settlement of industrial relations disputes using *Acte van Dading* because this is very useful in resolving industrial relations disputes, even though there are very few using *Acte van Dading*. This is due, in part, to the fact that the regulation on *Acte van Dading* is separate from Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes.

Thus, the settlement decision that was born from Industrial Relations Court procedures prioritizes aspects of justice and expediency. If examined contrario in the formulation of Article 4 paragraph (2) letter a of PERMA Number 1 of 2016, this provision means that it allows the Industrial Relations Court procedure to carry out mediation, but this is not mandatory. In addition, theologically or sociologically, PERMA Number 1 of 2016 actually encourages cases that go to court to end in reconciliation, so that the mediation procedure becomes a tool to realize this reconciliation. Thus, the reconciliation decision has permanent legal force in accordance with Article 1858 paragraph (1) of the Civil Code and Article 130 paragraphs (2) and (3) of the HIR (Made Adiwidya Yowana, 2020).

cogent social sciences

4. Conclusion

The results of the research show that the disputing parties actually want reconciliation to be carried out in the industrial relations court. The panel of judges considered that it is very possible for disputes to be reconciled in addition to achieving the principles of simple, fast, and low-cost as well as reducing the accumulation of cases in court. Article 4 PERMA Number 1 of 2008 has a double meaning, so that the *Acte van Dading* in the District Court does not conflict with laws and regulations and even fulfills Article 130 HIR. The *Acte van Dading* certainly has permanent legal force so that it can be executed. The authors' recommendation is to increase the legal awareness of industrial relations stakeholders, which are the government, employers and trade unions/labor unions, by socializing the settlement of industrial relations disputes using *Acte van Dading* because it is very useful in resolving industrial relations disputes, although there are very few who use acte van dading. This is partly because the regulation on *Acte van Dading* is separate from Law No. 2/2004 on Industrial Relations Dispute Resolution. The regulation on acte van dading should be regulated in an amendment to Law No. 2/2004 on Industrial Relations Dispute Resolution.

Author details
Hazar Kusmayanti[1]
E-mail: hazar.kusmayanti@unpad.ac.id
Deviana Yuanitasari[2]
Endeh Suhartini[3]
Mohammad Hamidi Masykur[1]
Dede Kania[4]
Ramalinggam Rajamanickam[5]
Maureen Maysa Artiana[6]
[1] Faculty member in the Private Law Department, Faculty of Law, Universitas Padjadjaran, Bandung, Indonesia.
[2] Faculty member in the Economic Law Department, Faculty of Law, Universitas Padjadjaran, Bandung, Indonesia.
[3] Faculty of Law Universitas Djuanda, Bogor, Indonesia.
[4] Faculty member in the Syari'Ah and Law Department, Universitas Islam Negeri Sunan Gunung Djati, Bandung, Indonesia.
[5] Faculty of Law, Universitas Kebangsaan Malaysia, Bangi, Malaysia.
[6] Notarial Law Student, Faculty of Law, Universitas Padjadajran, Bandung, Indonesia.

Disclosure statement
No potential conflict of interest was reported by the author(s).

Citation information
Cite this article as: *Acte Van Dading* In the settlement of industrial relations disputes in Indonesia, Hazar Kusmayanti, Deviana Yuanitasari, Endeh Suhartini, Mohammad Hamidi Masykur, Dede Kania, Ramalinggam Rajamanickam & Maureen Maysa Artiana, *Cogent Social Sciences* (2023), 9: 2274148.

References

Al Kautsar, M. S. (2022). Mediasi : Upaya Jitu dalam Penyelesaian Sengketa. *Journal of Islamic Family Law*, *1*(1 SE–Articles), 46–57. https://ejournal.iain gorontalo.ac.id/index.php/jiflaw/article/view/401
Anggriani, R. (2017). Perlindungan Hukum Bagi Irregular Migrant Workers Indonesia Di Kawasan Asia Tenggara (Dalam Perspektif Hukum Ham Internasional). *Yuridika*, *32*(2), 308. https://doi.org/10.20473/ydk.v32i2.4773
A Pieter, P. (2018). Upaya Hukum Penyelesaian Perselisihan Hubungan Industrial Berdasarkan Undang-undang No.2 Tahun 2004. *Lex El Societatis*, *VI*(5), 59–66.
Ardy, S., Sihabudin, & Navianto, I. (2018). Faktor-Faktor Yang Mempengaruhi Gagalnya Mediasi Dalam Penanganan Perkara Tanah Di Pengadilan Negeri Ambon. *Jurnal Hukum Dan Kenotariatan*, *2*(1), 107–127.
Arsalan, H., & Putri, D. (2020). Reformasi Hukum dan Hak Asasi Manusia dalam Penyelesaian Perselisihan Hubungan Industrial. *Jurnal HAM*, *11*(1), 39. https://doi.org/10.30641/ham.2020.11.39-50
Burhanuddin. (2017). Analisis Yuridis Resolusi Konflik Hubungan Industrial Di Kabupaten Luwu (Vol. 6, Issue 1).
Charda, S. U. (2006). PPHI Secara Non Litigasi, Kertas Kerja pada Diskusi Terbatas Bentuk-bentuk Penyelesaian Perselisihan Hubungan Industrial pada Fakultas Hukum Universitas Subang.
Charda, U., Kunci, K., & Perselisihan, P. (2017). Model of industrial relations disputes settlement in employment Law after birth of Law Number 2 of 2004. *Jurnal Wawasan Yuridika*, *1*(1), 1–23. https://doi.org/10.25072/jwy.v1i1.124
de Britto Pereira, R. J. M. (2023). The interpretation of the Inter-American court of human rights on labor collective rights from a gender perspective. *International Labor Rights Case Law*, *9*(1), 15–19. https://doi.org/10.1163/24056901-09010005
Dewi Seroja, T., Situmeang, A., & Jaya, F. (n.d.). Kekuatan Hukum Acta Van Dading Sebagai Hasil Kesepakatan Mediasi Dalam Gugatan Perdata.
Dwi Rezki Sri Astarini. (2013) . *Mediasi Pengadilan Salah Satu Bentuk Penyelesaian Sengketa Berdasarkan Asas Peradilan Cepat, Sederhana, Biaya Ringan*. PT. Alumni.
Faisal, A. (2016). Problematika Mediasi di Pengadilan Agama Gorontalo dan Pengadilan Agama Limboto Tahun 2015. *Al-Mizan*, *12*(1), 81–98. https://doi.org/10.30603/am.v12i1.126
Harahap, M. Y. (2004). *Hukum Acara Perdata*. Sinar Grafika.
Iman Soepomo. (1992) . *Hukum Perburuhan*. Djambatan.
Julkipli, A., & Santoso, B. (2022). Peran Mediator Dalam Upaya Penyelesaian Perselisihan Hubungan Industrial Melalui Mediasi. *Jurnal Justitia: Jurnal Ilmu Hukum Dan Humaniora*, *5*(2), 257–267. http://jurnal.um-tapsel.ac.id/index.php/justitia
Karsona, A. M., Kusmayanti, H., & Afriana, A. (2022). Peranan Disnakertrans Dalam Melakukan Mediasi Perselisihan Hubungan Industrial Di Masa Pandemi. *ADHAPER: Jurnal Hukum Acara Perdata*, *8*(1), 1–17. https://doi.org/10.36913/jhaper.v8i1.167
Kasih, D., Salain, M., Sudiarawan, K., Dwijayanthi, P., Sawitri, D., & Pratama, A. (2022). Classification of industrial relations disputes settlement in Indonesia: Is it necessary? *Hasanuddin Law Review*, *8*(1), 79. https://doi.org/10.20956/halrev.v8i1.3502

Kusmayanti, H. (2021). Tindakan Hakim Dalam Perkara Gugatan Wanprestasi Akta Perdamaian. *Jurnal Yudisial*, *14*(1), 99. https://doi.org/10.29123/jy.v14i1.403

Kusmayanti, H., Karsona, A. M., & Fakhriah, E. L. (2020). Penyelesaian Perselisihan Hubungan Industrial melalui Putusan Perdamaian di Pengadilan Hubungan Industrial Pengadilan Negeri Padang Kelas I (A). *ADHAPER: Jurnal Hukum Acara Perdata*, *6*(1), 35–54. https://doi.org/10.36913/jhaper.v6i1.100

Lande, J. (2005). Procedures for building quality into court mediation programs. *Alternatives to the High Cost of Litigation*, *23*(2), 17–24. https://doi.org/10.1002/alt.20055

Made Adiwidya Yowana, I. (2020). Putusan Perdamaian Pada Penyelesaian Perselisihan Hubungan Industrial. *Jurnal Ilmu Sosial Dan Ilmu Politik*, *34*(1), 61–71. https://e-journal.stispolwb.ac.id/index.php/jisip/article/view/20

Made Adiwidya Yowana, I., Fadli, M., Permadi, I., & Santoso, B. (2020). Juridical implications of the industrial relations court verdict which is not in accordance with article 103 of Law No. 2 of 2004 concerning settlement of industrial relations disputes. *International Journal of Multicultural and Multireligious Understanding (IJMMU)*, *7*(8), 393–398. https://doi.org/10.18415/ijmmu.v7i8.1936

Mamudji, S. (2017). Mediasi Sebagai Alternatif Penyelesaian Sengketa Di Luar Pengadilan. *Jurnal Hukum & Pembangunan*, *34*(3), 194. https://doi.org/10.21143/jhp.vol34.no3.1440

Maryanti, S., & Hardi, H. (2016). Analisis Indeks Pembangunan Ketenagakerjaan di Provinsi Riau. *Jurnal Pendidikan Ekonomi Dan Bisnis*, *8*(2), 83–96.

Marzuki, P. M. (2007). Penelitian Hukum. *Kencana Prenada Media Group, Jakarta*.

Mulyadi, L., & Subroto, A. (2011). *Penyelesaian Perkara Pengadilan Hubungan Industrial dalam Teori dan Praktik*. Alumni.

Mustari. (2015, November 28). *Membangun Kesadaran Hukum Hak-hak Pekerja Perempuan dalam Dunia Kerja Sebagai Bagian Revolusi Mental Menyongsong MEA, disampaikan dalam Seminar Nasional Revolusi Mental dan Kemandirian Bangsa Melalui Pendidikan Ilmuilmu Sosial dalam Menghadapi MEA 2015*. Fakultas Ilmu Sosial Universitas Negeri Makassar dan Himpunan Sarjana Pendidikan Ilmu-ilmu Sosial Indonesia Hotel Singgasana.

Nawi, S., Syarif, M., Hambali, A. R., & Salle, S. (2019). Understanding to intergroup conflict: Social harmonization and law awareness of society. *Substantive Justice International Journal of Law*, *2*(2), 137. https://doi.org/10.33096/substantivejustice.v2i2.45

Nolasco, C., Vaughn, M., & Carmen, R. (2010). Toward a new methodology for legal research in Criminal justice. *Journal of Criminal Justice Education*, *21*(1), 1–23. https://doi.org/10.1080/10511250903518944

Noor, T. (2019). Analisis Hukum Terhadap Penyelesaian Sengketa Hutang Piutang Melalui Akta Perdamaian (Studi Putusan Nomor: 1/Pdt.G.S/2017/Pn.Blg). *Jurnal Hukum Kaidah: Media Komunikasi Dan Informasi Hukum Dan Masyarakat*, *18*(3), 101–113. https://doi.org/10.30743/jhk.v18i3.1206

Nyoman Jaya Kesuma, I., & Wayan Agus Vijayantera, I. (2020). Perundingan Bipartit Sebagai Langkah Awal Dalam Penyelesaian Perselisihan Hubungan Industrial. *Jurnal Hukum Saraswati*, *2*(1 SE–Articles). https://e-journal.unmas.ac.id/index.php/JHS/article/view/1021

Pradima, A. (2013). Alternatif Penyelesaian Perselisihan Hubungan Industrial di Luar Pengadilan. *Dih: Jurnal Ilmu Hukum*, *9*(17). https://doi.org/10.30996/dih.v9i17.251

Ramaswamy, R., & Binnuri, A., DR. (2023). An analysis of the impact of India's labour codes on its organized and unorganized sectors. *Cogent Social Sciences*, *9*(1), 2238458. https://doi.org/10.1080/23311886.2023.2238458

Reskiani, A., Lutfi, M., & Hasan, H. (2016). Kompetensi Mediator Dalam Menunjang Keberhasilan Mediasi Pada Kasus Perceraian Di Pengadilan Agama Makassar (tinjauan Teoretis Dan Faktual). *Jurnal Diskursus Islam*, *4*(2 SE–), 258–270. https://doi.org/10.24252/jdi.v4i2.7371

Ritonga, D., Fitrian, A., & Hendro, G. (2022). Execution of decisions of the industrial relations court with permanent legal force (Inkracht). *Policy, Law, Notary and Regulatory Issues*, *1*(3), 35–44. https://doi.org/10.55047/polri.v1i3.249

Rokhim, R., Januari, A. D., Atik, U., Shara, S., Rusdayanti, N., & Serpa, S. (2020). Palm oil social conflict resolution and mediation in Jambi. *Cogent Social Sciences*, *6*(1), 1812831. https://doi.org/10.1080/23311886.2020.1812831

Sartanto, A., Pamuncak, A., & Kurnianingsih, M. (2022). Settlement of industrial relations disputes through peace agreements: A case study of termination of employment at PT. *Tyfountex Indonesia* https://doi.org/10.2991/assehr.k.220501.030

Sinaga, R. (2018). Peran Pengadilan Hubungan Industrial pada Pengadilan Negeri Padang Kelas Ia dalam Memberikan Kepastian Hukum terhadap Perkara Pemutusan Hubungan Kerja. *Soumatera Law Review*, *1*(2), 360–379. https://doi.org/10.22216/soumlaw.v1i2.3528

Soekanto, S., & Mamudji, S. (2003). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Rajawali.

Soerjono Soekanto. (2002) . *Pengantar Penelitian Hukum*. UI Press.

Widiastiani, N. (2019). Kewenangan Mengadili Pengadilan Hubungan Industrial Dalam Perkara Direksi Melawan Perusahaan. *Jurnal Yudisial*, *12*(2), 179. https://doi.org/10.29123/jy.v12i2.349

Wijayanti, A., Chamdani, Endarto, B., Kusnadi, S. A., & Nobella. (2022). Industrial relations mediator as an effort to settle industrial relations disputes after the Covid-19 Pandemic. *KnE Social Sciences*, *7*(15), SE–Articles. https://doi.org/10.18502/kss.v7i15.12127

Wijayanto, P. A., Turisno, B. E., & Prasetyo, M. H. (2021). Hambatan dan Solusi Dalam Pelaksanaan Mediasi Pembatalan Eksekusi Lelang Jaminan Kredit yang Dibebani Hak Tanggungan. *Notarius*, *14*(2), 658–675. https://doi.org/10.14710/nts.v14i2.43794

Yuanitasari, D., Kusmayanti, H., & Suwandono, A. (2023). A comparison study of strict liability principles implementation for the product liability within Indonesian consumer protection law between Indonesia and United States of America law. *Cogent Social Sciences*, *9*(2). https://doi.org/10.1080/23311886.2023.2246748

Yuliastuti, A., & Syarif, E. (2021). Penyelesaian Perselisihan Hubungan Industrial Menggunakan Acte Van Dading. *Jurnal Ketenagakerjaan*, *16*(2), 88–102. https://doi.org/10.47198/naker.v16i2.107

15% Overall Similarity

Top sources found in the following databases:

- 14% Internet database
- Crossref database
- 9% Submitted Works database
- 7% Publications database
- Crossref Posted Content database

TOP SOURCES

The sources with the highest number of matches within the submission. Overlapping sources will not be displayed.

1	**Abd Rahman R, Hasse Jubba, Irwan Abdullah, Supardin, Hamzah Hasa...** Crossref	1%
2	**jhaper.org** Internet	1%
3	**mediationplusmore.org** Internet	1%
4	**ijssr.ridwaninstitute.co.id** Internet	1%
5	**repositorio.udla.cl** Internet	<1%
6	**ajhssr.com** Internet	<1%
7	**yurisdiksi.unmerbaya.ac.id** Internet	<1%
8	**journal.walisongo.ac.id** Internet	<1%

9	neliti.com Internet	<1%
10	repository.uki.ac.id Internet	<1%
11	global.oup.com Internet	<1%
12	journal.uinjkt.ac.id Internet	<1%
13	ilomata.org Internet	<1%
14	Miranda Risang Ayu Palar, Laina Rafianti, Helitha Novianty Muchtar. "In... Crossref	<1%
15	journal.uad.ac.id Internet	<1%
16	myl.ejournal.unri.ac.id Internet	<1%
17	Syntax Corporation on 2022-07-23 Submitted works	<1%
18	jurnal.unissula.ac.id Internet	<1%
19	Yordan Gunawan, Rizaldy Anggriawan. "chapter 1 E-Court", IGI Global, ... Crossref	<1%
20	ijmmu.com Internet	<1%

21	repository.ar-raniry.ac.id Internet	<1%
22	ijassjournal.com Internet	<1%
23	University of Melbourne on 2022-04-10 Submitted works	<1%
24	The University of the South Pacific on 2021-11-01 Submitted works	<1%
25	dinamikahukum.fh.unsoed.ac.id Internet	<1%
26	pasca.unhas.ac.id Internet	<1%
27	scirj.org Internet	<1%
28	edepot.wur.nl Internet	<1%
29	ejournal.unsa.ac.id Internet	<1%
30	fh.unpad.ac.id Internet	<1%

Excluded from Similarity Report

- Bibliographic material
- Cited material
- Manually excluded sources
- Quoted material
- Small Matches (Less then 15 words)

EXCLUDED SOURCES

Hazar Kusmayanti, Deviana Yuanitasari, Endeh Suhartini, Mohammad Hamidi ... Crossref	71%
doaj.org Internet	6%
Universitas Brawijaya on 2022-05-19 Submitted works	4%
American University in the Emirates on 2023-04-30 Submitted works	4%
digibug.ugr.es Internet	3%
Sinclair Community College on 2023-03-29 Submitted works	3%
Universitas Diponegoro on 2023-05-22 Submitted works	3%
Universitas Sebelas Maret on 2022-01-13 Submitted works	3%
Universitas Brawijaya on 2022-06-10 Submitted works	3%

Universitas Brawijaya on 2022-01-27 Submitted works	3%
Universitas Brawijaya on 2022-01-21 Submitted works	3%
Unizin, LLC on 2022-02-25 Submitted works	3%
Swinburne University of Technology on 2021-01-06 Submitted works	3%
archives.palarch.nl Internet	3%
University of Queensland on 2023-05-17 Submitted works	2%
Padjadjaran University on 2023-05-28 Submitted works	2%
Garnet Valley School District on 2023-10-14 Submitted works	2%
repository.lppm.unila.ac.id Internet	2%
repository.uin-malang.ac.id Internet	1%
ugspace.ug.edu.gh:8080 Internet	1%
pure.ed.ac.uk Internet	1%

kar.kent.ac.uk Internet	1%
garuda.kemdikbud.go.id Internet	1%
Mahmud Abubakar Garba, Abd Rauf Bin Hassan, Mohd Azidan Abdul Jabar. "F... Crossref	<1%