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Review of the Implementation of the Mediation in Civil Matters (Case Study of Land Dispute in Pangkajene Country)

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Abstract: The purpose of this research is: to analyze the implementation of Supreme Court Regulation Number 1 Year 2016 About Mediation Procedure in Court in settling land dispute in Pangkajene State Court, and to know the factors that influence the implementation of Supreme Court Regulation Number 1 Year 2016 About Mediation Procedure at the Court in the settlement of land disputes at the Pangkajene District Court.

Keyword: Review, The Mediation, Civil Matters

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I. INTRODUCTION

The 1945 Constitution of the Republic of Indonesia determined that the state of Indonesia is a state based on law (rechtsstaat) not based on mere power (machtsstaat). As a consequence of such a provision, one of the principles in the rule of law is the existence of equal equality before the law as a protection of human rights and an independent and free judiciary. Therefore everyone is entitled to fair recognition, assurance and legal certainty, and equal treatment before the law.

According to Yahya Harahap (2008: 229) that in a jurisdiction subject to the rule of law, judicial power is acting as a pressure valve for all violations of law that occur in social interaction and violation of public order and comfort. The judiciary can also be interpreted as the last resort seeking truth and justice, so it is theoretically still ruled as a functioning body and the role of enforcing the truth and justice.

However, the reality in practice so far that the judicial process has not run effectively and efficiently. It is evident that the court settlement through the court takes a long time and protracted, covering the stages and procedures of the trial begins registration of the lawsuit and continued the judge's determination then the process of summoning the pohak and arriving at the decision of the first level, the appeal level, the cassation level , and review. The settlement process is also too formal, elusive and there is no guarantee of legal certainty so access to justice is not fast.

While on the other hand, the justice seeker community needs a quick and precise settlement of the matter and not just a mere formality. This is certainly contrary to the principle of the administration of judicial power in Article 2 paragraph (4) of Law Number 48 Year 2009 on Judicial Power stating that "Justice is done simply, quickly, and lightly cost".

According to Hasan Bisri (2003: 165) that is the principle of simple, fast and light cost, covering three aspects. Simple, related to the procedure of acceptance to the settlement of a case. Fast, related to the time available in the judicial process. Mild costs, relating to affordability of court fees by justice seekers. Thus, the judge does not immediately decide the case in just one or two hours. But the effectiveness of the process in litigation is the demand of society. Courts must process cases in accordance with applicable law, and not stall for no reason justified by law. This is in line with the provisions of Article 4 paragraph (2) of Law Number 48 Year 2009 on Judicial Power which states that "Courts help seek justice seekers and try to overcome all obstacles and obstacles for the achievement of a simple, quick, and low cost trial".

According to Takdir Rahmadi (2010: 10), Alternative Dispute Resolution (alternative dispute resolution) becomes a solution that the court has in resolving disputes through peaceful means. This alternative dispute settlement is not new, first set out in Article 130 HIR (Het Herziene Inlandsch Reglement) and Article 154 RBG (Rechtsreglement Voor de Buitengewesten), which states:

1) If on the appointed day both parties are present, then the Court by means of the chairman of the court seeks to reconcile them.
2) If peace is reached at the time of the hearing, a peace deed is drawn up and the parties are punished to carry out the treaty, and the peace deed is as powerful and executed as an ordinary decision.

3) There shall be no appeal to such verdict.
4) In an attempt to reconcile the parties, an interpreter's assistance is required, then the provisions set forth in the following section (Rv 31, IR 32) shall be used.

So before the case takes place further, the judge who handles the case is obliged to reconcile both parties in litigation. The peace efforts referred to in Article 130 HIR / 154 RGB are imperative. This means that the judge is obliged to reconcile the parties to the dispute before proceeding to the hearing. There are many ways that the judge can try to reconcile the parties, of course, by using a good way that does not contradict the law and according to the agreement of the litigants, so the parties do not get bored in following the mediation process and there is peace so it takes time too long and tiring.

The Supreme Court as the organizer of the highest judicial authority in Indonesia as mandated by the 1945 Constitution of the Republic of Indonesia sees the importance of integrated mediation in the courts, so that on the basis of the provisions of Article 130 HIR and Article 154 RBg, the Supreme Court makes regulations on mediation by requiring mediation. Based on this understanding, the Supreme Court issued the Supreme Court Circular Letter Number 1 of 2002 dated January 30, 2002 on the Empowerment of the First Tribunal Applying the Peace Institution. The purpose of this Supreme Court Circular Letter is to limit the case substantially and procedurally, in the hope that mediation can minimize the accumulation of cases in court at the first instance.

Not even two years of age of Supreme Court Circular No. 1 of 2002, then on 11 September 2003 the Supreme Court re-issued the Supreme Court Regulation Number 2 Year 2003 on Mediation Procedure in Court, where in consideration letter e stated that one of the reasons why the Regulation of the Court Supreme Court Number 2 Year 2003 is issued because Supreme Court Circular No. 1 of 2002 has not been complete for reasons not yet fully integrate mediation into the justice system by force but only voluntary and consequently the Circular Letter of the Supreme Court is unable to encourage the parties to resolve more disputes through peace efforts.

After several years of the Supreme Court Regulation No. 2 of 2003, but which has not shown significant results in line with its objective of addressing the accumulation of cases and the effectiveness of the mediation process quickly, cheaply, and providing access to the parties to the dispute to obtain justice, the Supreme Court then refine the Supreme Court Regulation Number 2 Year 2003 by issuing Supreme Court Regulation Number 1 Year 2008 on July 31, 2008 to fill the legal vacuum of institutionalization and mediation utilization which is integrated with the litigation process in court.

The Supreme Court Regulation Number 1 of 2008 places mediation as part of the settlement process of the case brought by the parties to the Court. The judge does not directly settle the case through the judicial process (litigation), but must first seek mediation. Mediation becomes an obligation that the judge must take in deciding cases in the Court.

Mediation at the court as referred to in Supreme Court Regulation Number 1 Year 2008 is to strengthen the peaceful effort as stipulated in the procedural law, namely Article 130 HIR / Article 154 RGB. This is affirmed in Article 2 of the Regulation of the Supreme Court Number 1 Year 2008 stating that "not taking mediation efforts under this rule constitutes a violation of the provisions of Article 130 HIR and or Article 154 RBG which resulted in a decision null and void."

In its journey the Supreme Court realized that the Supreme Court Regulation Number 1 of 2008 contained obstacles in its implementation such as the absence of obligation for the parties to attend directly the mediation meetings and the lack of other regulations, so that it can be said not to succeed as expected, this is partly due to the lack of good faith of the parties to attend the mediation process. On that basis, the Supreme Court is of the opinion that further assessment is needed to obtain maximum results.

For that reason, the Supreme Court conducted research and reviewed the weaknesses of the previous Supreme Court regulation, not eliminating traditional mediation traits and principles already existing in Indonesian society. Which mediation system to develop, should be reviewed in relevance to the existing system and known in Indonesia.

Furthermore, in order to accelerate, simplify and facilitate the process of dispute resolution and provide greater access to justice seekers, on February 3, 2016 the Supreme Court re-issued Supreme Court Regulation No. 1 of 2016 on the Mediation Procedure in Courts enacted on February 4 2016 supersedes Supreme Court Regulation No. 1 of 2008 on Court Mediation Procedures. With the enactment of Supreme Court Regulation Number 1 Year 2016, then Regulation of the Supreme Court Number 1 Year 2008 is declared revoked and no longer valid.

The change in the background of the Supreme Court Regulation Number 1 Year 2008 is considered not optimal to meet the need for a more efficient Mediation implementation and able to increase the success of mediation in the Court.

The issuance of Supreme Court Regulation No. 1 of 2016 on Mediation Procedures in Courts is intended to provide certainty, order, and smoothness in the process of reconciling the parties to settle a civil

dispute. This can be done by optimizing the function of the judiciary in dispute settlement and meeting the need for more efficient mediation implementation and able to increase the success of mediation in the Court.

Mediation is particularly important in Supreme Court Regulation No. 1 of 2016, since the mediation process is an integral part of the litigation process in court. The Parties shall follow the dispute resolution procedure through mediation. If the parties violate or are reluctant to apply mediation procedures, the claim is declared unacceptable by the Court Judge and is also subject to payment of mediation fees as stipulated in Article 22 of the Supreme Court Regulation Number 1 of 2016, which states that:

1) Where the claimant is declared not beriktikad either in the Mediation process as referred to in Article 7 paragraph (2), the claim is declared unacceptable by the Court Judge.
2) Plaintiffs declared not beriktikad as intended in paragraph (1) shall also be subject to payment of Mediation Fee.
3) The mediator submits the report of the plaintiff does not beriktikad to the examining Judge of the Case with recommendations on the imposition of Mediation Fee and the calculation of the amount in the report of non-success or the non-performance of Mediation.
4) Based on the report of the Mediator as referred to in paragraph (3), the Court Judge Judge issues a decision constituting a final decision stating the lawsuit can not be accepted with the payment of the Mediation Fee and the cost of the case.
5) The Mediation fee as a penalty to the plaintiff may be taken from the down payment of a court fee or individual payment by the plaintiff and submitted to the defendant through the Court's Court.

II. FORMULATION OF THE PROBLEM

Based on the background description of the problem mentioned above, then this research is focused on the problems that can be formulated as follows:

1. How is the implementation of Supreme Court Regulation Number 1 Year 2016 About Mediation Procedure in Court in settling land dispute in Pangkajene State Court?
2. What factors affect the implementation of Supreme Court Regulation No. 1 of 2016 Concerning Mediation Procedure in Court in settling land dispute in Pangkajene State Court?

III. THEORETICAL FRAMEWORK

Understanding Mediation

According to Syahrizal Abbas (2009: 2) that mediation is etymologically derived from the Latin, mediare meaning to be in the middle. The meaning of the meaning of the word above indicates to the role of mediator as a third party trying to mediate the problems faced by two parties. The meaning of the word in the middle indicates that the mediator's position is neutral and impartial in solving the dispute or problem. The mediator is required to safeguard the interests of the parties to the dispute in a fair manner so as to cultivate the trust of the parties to the dispute.

In Big Indonesian Dictionary (1998: 569), the word mediation is defined as a process of third party participation in the settlement of a dispute as an advisor.

According to Takdir Rahmadi (2010: 12) that in English mediation is called mediation which means mediation. In terms of mediation is a process of dispute resolution between the two parties through negotiations or ways of consensus with the help of a neutral party (mediator) who has no authority to decide.

According to D. Y. Witanto (2008: 17) Mediation is a method of completion that is included in the tripartite category because it involves third party assistance or services. While the definition of peace according to positive law as stated in article 1851 of the Criminal Code (Book of Civil Code) promises or holds an item, ending a case that is dependent or prevent the occurrence of a case later.

According to Jimly Joses Sembiring (2011: 27) that mediation is a process of dispute settlement with third party intermediaries, ie parties who provide input to the parties to resolve their dispute. While Garry Goopaster (1993: 201) provides a mediation definition as a problem-solving negotiation process in which impartial impartial parties work together with the dispute to help them obtain a satisfactory agreement.

According to Joni Emerzon (2001: 69), mediation is an attempt to resolve the disputes of the parties by mutual agreement through a neutral mediator, and not to make decisions or conclusions for the parties but to facilitate facilitators for dialogue between parties with an openness, honesty and exchange opinion for the achievement of consensus.

Furthermore, pursuant to Article 1 sub-article 1 of the Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedure in Courts "Mediation is a way of dispute resolution through negotiation process to obtain agreement of the Parties assisted by Mediator". Based on several definitions mentioned above, the authors conclude that mediation and negotiation have a close relationship that mediation is an extension of the negotiation process conducted by third parties, where third parties in this sense have limited authority or

even no authority at all to take a decision, but only to help the parties reach a mutually acceptable dispute resolution.

IV. GENERAL PRINCIPLES OF MEDIATION

In carrying out the mediation process there are certainly principles that become the basic principles in running mediation. Article 35 of the Supreme Court Regulation Number 1 of 2016 Concerning Mediation Procedures

The Court stated that the mediation is separate from the litigation process, meaning that the mediation process has not been included in the substance of the proceedings, since in essence the mediating judge is different from the judge of the case examiner but the authority has become the authority court.

1. Where the claimant is declared not beriktikad either in the Mediation process as referred to in Article 7 paragraph (2), the claim is declared unacceptable by the Court Judge.
2. Plaintiffs declared not beriktikad as intended in paragraph (1) shall also be subject to payment of Mediation Fee.
3. The mediator submits the report of the plaintiff does not beriktikad to the examining Judge of the Case with recommendations on the imposition of Mediation Fee and the calculation of the amount in the report of non-success or the non-performance of Mediation.
4. Based on the report of the Mediator as referred to in paragraph (3), the Court Judge Judge issues a decision constituting a final decision stating the lawsuit can not be accepted with the payment of the Mediation Fee and the cost of the case.
5. The Mediation fee as a penalty to the plaintiff may be taken from the down payment of a court fee or individual payment by the plaintiff and submitted to the defendant through the Court's Court.

V. Discussion

Mediation as an alternative to the settlement of the dispute certainly has a positive impact or it can be said of advantages / benefits for the parties who choose mediation as a way of dispute resolution faced by these parties.

Excess mediation by Cristopher W. Moore cited by Takdir Rahmadi (2010: 79-81), namely:

Decisions are frugal. Mediation usually costs cheaper when viewed from a financial consideration than the costs incurred for protracted litigation.

Quick completion. In an age where issues can take up to a year to be tried in a court of law, and for years if the case appeals, the choice of mediation is often one of the shorter ways to resolve disputes.

The results are satisfactory for all phak. Parties to the dispute generally feel more satisfied with a mutually agreed way out than have to agree on a way out which decision makers of third parties such as judges have decided.

Comprehensive agreement. Peaceful agreements are often able to cover procedural and psychological issues that can not be resolved through legal channels.

Practice and learn creative problem-solving procedures. Mediation teaches people about practical problem-solving techniques that can be used to resolve disputes in the lifetime.

The court rate is larger and results are predictable. Persons who negotiate their own dispute resolution options have greater control over the outcome of the dispute.

Individual empowerment. Negotiation through mediation can be a forum for learning and using personal power or influence.

Preserving an already existing relationship or ending the relationship in a more hospitable way.

Decisions that can be implemented.

A better deal than just accepting a compromise or win-lose procedure.

Decisions that apply without knowing the time. Dispute settlement through mediation tends to persist throughout the period and if the consequences of disputes arise later, disputing parties tend to utilize a cooperative forum to solve problems to find a middle ground of their difference in marriage rather than trying to solve the problem with the advocacy approach.

Meanwhile, according to Yahya Harahap (2005: 236) that the Settlement of cases through peace, whether in the form of mediation, conciliation, expert determination, or mini trial contains various substantial and psychological advantages, the most important of them:

Informal Settlement, Settlement through conscience, not by law. Both parties break away from the power of legal term to a conscientious and moral approach. To abandon the doctrinal approach and the principle of proof toward a mutually beneficial equation of perception.

Resolving Disputes of the Parties, The settlement is not submitted to the will and will of the judge or arbitrator, but is resolved by the parties themselves according to their will, because they are the ones who know the real and the real thing for the dispute in question.

Short Settlement Period, Generally the settlement period is only one or two weeks or the longest one month, provided there is sincerity and humility from both sides. That's why it's called speedy (fast), between 5-6 weeks.

Light Cost, It may be said, no cost is required. Although there is, very cheap or zero cost. This is the opposite of the court system or arbitration, must be expensive (very expensive).

The Rule of Evidence Do not Need, There is no fierce battle between the parties to deny each other and overthrow the opposing party through a system of highly technical and obnoxious proof and technical proof as well as in arbitration and court proceedings.

The Configuration Process is Confidential

Another thing to note, the settlement through peace, is completely confidential because the settlement is closed to the public and who knows only the mediator or the expert acting to assist the settlement. Thus, keep the good name of the parties in the community association. Not so through the court. Trials are open to the public that can impose one's dignity. Because the one speaking in the settlement is conscience, a settlement is established based on cooperation. They are not beating drums of war in hostility or antagonism, but in brotherhood and cooperation. Each of them keeps grudging and hostility. Resolving disputes through peace, dampening high emotional and volatile attitudes, towards an emotion-free atmosphere during settlement and after completion. Not followed by grudge and hatred, but a sense of kinship and brotherhood.

VI. MEDIATOR ROLE

Mediation is an alternative form of dispute resolution whereby there is a third party whose position is neutral and impartial to one party, enters and involves in an ongoing dispute to assist and facilitate the parties in the settlement of the dispute amicably, such third party termed mediator.

In Article 2 Paragraph (2) of the Supreme Court Regulation Number 1 of 2016 referred to as a mediator is: "Judge or other party who has a mediator certificate as a neutral party assisting the parties in the negotiation process to seek possible dispute resolution without resorting to disconnection or impose a solution ".

Based on this definition, it can be concluded that the mediator is a neutral third party position other than those in dispute which enter into the issue of the parties to facilitate the parties in reaching a peace agreement. The word "neutral" is always associated with the capacity and position of a mediator between the positions of the parties. Then as important as to whether the neutrality of the mediator's position in the mediation process?

According to D. Y. Witanto (2011: 88) Neutral simply means that a mediator has no relationship or interest with the parties or one of the parties, but is it absolutely necessary? If in one case it turns out the parties agree to choose a mediator who is still tied to a family relative to either party is allowed to be allowed? Actually, if we refer to the function and role of the mediator in the mediation process, then the notion of "neutral" is more focused on the process of organizing a balanced / impartial to one party and not solely because of personal capacity that has a kinship with one party, remains an important and decisive issue.

Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Courts provides that the mediator who performs the mediation function in principle must have a mediator certificate obtained after being admitted and passed in mediator certification training held by the Supreme Court or an accredited institution of the Court Great as the provisions of Article.

Furthermore, in Article 1 paragraph (3) of the Supreme Court Regulation No. 1 of 2016 states that the Mediator Certificate is a document issued by the Supreme Court or an accredited institution of the Supreme Court stating that a person has followed and passed the mediation certification training. In the following verse it says: based on the decree of the chairman of the Court, the uncertified Judge may perform the mediator function in the case of the limited number of certified Mediators. It is mentioned in the subsequent paragraph that further provisions regarding the requirements and procedures for mediator certification in the accreditation of the Mediator certification body shall be stipulated by the decision of the Chief Justice of the Supreme Court.

According to Gunawan Widjaja and Ahmad Yani (2000: 33) that in the mediation process, a mediator acts as a facilitator and facilitator who must direct the disputing parties to find their own way of resolution. It is mentioned in the Black's Law Dictionary that "The mediator has no power to impose a decission on the parties". The same is also expressed by Mark E. Roszkowsky who mentions what it means in the settlement of disputes the parties who have full authority to determine the form of completion.

Thus, according to DY Witanto (2011: 89), the question arises whether if in determining the form of settlement, the mediator finds that there is an undue influence of one party by exploiting the ignorance or ignorance of the other party to determine the form of settlement which would actually be detrimental to others, the mediator must keep allowing him on the grounds that the mediator is only acting as a facilitator? Of course

the notion of the principle that the mediator can not intervene in determining the resolution of disputes between the parties is by no means totally apathetic to the reality which is considered to be contrary to good faith, meaning that if the form of resolution is understood and understood by both parties of meaning and consequence, then the mediator must be passive, but if one party does not understand the consequences of the settlement process, the mediator is obliged to notify it and if, after sufficient explanation, the parties have the option to choose such a settlement, then the mediator can not prevent it, either the contents of the agreement made do not violate the law, morals and public order.

The mediator must position himself as a motivator, controlling circumstances and tactics to lead the spirit of the parties toward the process of interaction in building an agreement. When the parties have found a formation that suits their will, the mediator must relinquish his control and provide a wider space for the parties to explore their own interests. In the process of bargaining and conceptualizing each other, the mediator can act as the rule of the game as a referee in a match.

At the pre-mediation stage, beginning with sufficient explanations from the Panel of Judges examining the case, this is an embodiment of the will of the law as outlined in article 130 HIR / 154 RBg which is then translated more explicitly in the provisions of Supreme Court Regulation No. 1 of 2016 , at a later stage the Panel of Judges will provide an opportunity for the parties to elect the mediator listed on the mediator's list in court.

In principle, the list of mediators displayed in the courtroom's courtroom will contain several mediator names that can be broadly grouped into two groups:a. Mediators who come from within the court ie Judge is neither the case examiner nor the court examiner's judge;b. Mediators who come from outside the court either from advocates, academics and other professionals who have been certified mediators.

The provision of Article 13 paragraph (1) of the Supreme Court Regulation Number 1 of 2016 states that "Each Mediator shall have a Mediator Certificate obtained after following and passed in Mediator certification training held by the Supreme Court or an accredited institution of the Supreme Court".

Furthermore, in Article 13 paragraph (2) of the Supreme Court Regulation No. 1 of 2016 states that: "Based on the decision of the chairman of the Court, the uncertified judge may perform the mediator function in the absence or limitations of the number of certified mediators."

A mediator must have specialized expertise in the field of dispute resolution as evidenced by a mediator certificate. It is intended that the person who becomes mediator is a person who really has the communication skills and techniques of adequate negotiation, in addition a mediator must also be equipped with good communication skills and able to motivate others who are in dispute. The mediator's certification is conducted by the Supreme Court or professional institution which has been accredited by the Supreme Court.

According to D.Y. Witanto (2011: 96) that the main principle to be held by a mediator is "neutrality" so that if the mediator comes from an advocate, then it should be an advocate outside the legal counsel of the parties or not in one associate / partner with one of the legal counsel one of the parties. It is intended to maintain the neutrality of a mediator while facilitating the parties in the negotiations. As for mediators who come from the academic circles of law and the profession of non-law, in addition must also have independence with the dispute of the parties, also at least must understand about legal issues, mediator may come from the class of non-legal profession understand about the material disputed by the parties, but if they have absolutely no knowledge of the law, are feared will have difficulty when formulating the points of the peace agreement into the form of the agreement. This will relate to techniques in the preparation of agreement documents under applicable law.

In principle, the parties remain free to choose a mediator. This means that the parties are not required to choose mediators on the mediator list at the court office. If the parties have their own mediators outside the list of names listed on the mediator list, as long as the mediator has a certificate, then he / she is entitled to be elected by the litigants. List of mediators is made just to facilitate the litigants in choosing a mediator.

According to Gatot Soemartono (2006: 134) that the Mediator must have the following conditions:

Approved by the parties to the dispute;

a. Has no relation of blood or femininity up to the second degree with one of the parties to the dispute;
b. Not having a working relationship with one of the parties to the dispute.
c. Have no financial or other relation to the agreement of the parties; and
d. Has no interest in the negotiation process or the results.

According to Mas Achmad Santoso and Wiwik Awiati (2003: 23) that the success of the mediation process is largely determined by how smart and clever a mediator is in creating the possibility of communication process, because the mediator will be in control of the process with powerful strategies and capable of destroying the establishment. Some of the characteristics of effective mediators include:

e. Ability to prepare preparation and planning capability;
f. Knowledge of disputed matter;
g. Ability to express verbal abilities;

h. Ability to think whole, clear and fast under conditions of pressure (time) and uncertainty (limited information);
i. Ability and listening skills (fast, precise, simplified, reformulated, refrase, systematize);
j. General intelligence and decision-making skills;
k. Integrity (unrepentant);
l. Ability to influence;
m. Patient;
n. The ability to invite the respect and confidence of the opponent.

V. MEDIATION PROCEDURE IN COURT

Based on the Supreme Court Regulation Number 1 of 2016 Concerning Mediation Procedures in Courts, in Article 1 stated in this Supreme Court Regulation Mediation is a means of dispute settlement through negotiation process to obtain agreement of the Parties assisted by Mediator. Article 2 Paragraph (1) The provisions concerning the Mediation Procedure in this Supreme Court Regulation shall apply in the process of litigation in the courts both within the courts of general and religious courts. Furthermore, in Paragraph (2) Courts outside the general court and religious courts as referred to in paragraph (1) may apply the Mediation pursuant to this Supreme Court Regulation to the extent permitted by the provisions of laws and regulations.
The types of cases required to apply Mediation, in Article 4 paragraph (1) are explained; All civil disputes submitted to the Court include a verzet on the verdict of verstek and the resistance of the litigant (partij verzet) or a third party (derden verzet) against the execution of a permanently enforceable ruling, shall firstly seek settlement through Mediation, unless determined based on this Supreme Court Regulation. In paragraph (2), disputes that are exempt from settlement obligations through Mediation as referred to in paragraph (1) include:

a. Disputes that are examined in the hearing are determined by the time limit for completion, including among others:
b. a dispute settled through a Commercial Court procedure;
c. disputes resolved through the Industrial Relations Court procedures;
d. objections to the decision of the Commission for the Supervision of Business Competition;
e. object to the decision of the Consumer Dispute Settlement Board;
f. request for cancellation of the arbitral award;
g. object to the Information Commission ruling;
h. settlement of political party disputes;
i. disputes resolved through simple lawsuit procedures; and
j. Other disputes whose examination in the hearing shall be determined by the time limit of the settlement in the provisions of laws and regulations;sengketa yang pemeriksaannya dilakukan tanpa hadirnya penggugat atau tergugat yang telah dipanggil secara patut;
k. gugatan balik (rekonvensi) dan masuknya pihak ketiga dalam suatu perkara (intervensi);
l. sengketa mengenai pencegahan, penolakan, pembatalan dan pengesahan perkawinan;
m. sengketa yang diajukan ke Pengadilan setelah diupayakan penyelesaian di luar Pengadilan melalui Mediasi dengan bantuan Mediator bersertifikat yang terdaftar di Pengadilan setempat tetapi dinyatakan tidak berhasil berdasarkan pernyataan yang ditandatangani oleh Para Pihak dan Mediator bersertifikat;

In the District Court, the dispute resolution process consists of two stages:

1) Pre-Mediation Stage.

In this stage the plaintiff first submits his lawsuit to the District Court, then the lawsuit is received by the District Court. The Chief Judge immediately stated that the hearing is open to the public by tapping his hammer on the table once or three times. On the day of the first hearing presents the parties to the dispute. Whereas, if the parties to the dispute are not present, the Panel of Judges shall postpone the proceedings and then provide an opportunity for the parties to the dispute to attend the next session.

The Panel of Judges in examining the case explained to the parties that in the process of examination ofcivil cases, which are regulated in Supreme Court Regulation No. 1 of 2016, requires the judge to pursue mediation roads that are mandatory in every State Court handling civil cases.

2) Mediation stage

On the day of the trial determined by the panel of judges, the panel of judges explains that the deadline for completing the civil dispute resolution process by means of mediation is, as per Article 24 paragraph (1) within 5 (five) days from the date of stipulation as referred to in Article 20 paragraph (5), the Parties may submit the Case Resume to other parties and the Mediator. Paragraph (2) The Mediation Process shall take place no later than 30 (thirty) days after the commencement of the order of Mediation. Paragraph (3) On the basis of the agreement of the Parties, the term of the Mediation may be extended not later than 30 (thirty) days after the expiry of the period referred to in paragraph (2). Paragraph (4) The mediator at the request of the Parties

applying for the extension of the Mediation term as referred to in paragraph (3) to the Court of Appeal Judge shall be accompanied by reason.

Article 30 Paragraph (1) determines in the event that the Parties reach an agreement on part of the entire object of the case or lawsuit, the Mediator conveys the Part of the Peace Agreement with due regard to the provisions of Article 27 paragraph (2) to the Court Examining Judge as an attachment to the Mediator's report. Paragraph (2) The Court of Investigating Judge proceeds to examine the object of the case or lawsuit that has not been agreed upon by the Parties. Paragraph (3) In the event that Mediation reaches a partial agreement on the object of the case or lawsuit, the Court of Appeal Judge shall be obliged to include the Partial Peace Agreement in consideration and ruling. Furthermore, in paragraph (4) of the Partial Peace Agreement as referred to in paragraph (1), paragraph (2) and paragraph (3) shall apply to the voluntary peace of the examination stage of the case and the level of appeal, cassation, or review. Article 33 paragraph (1) At each stage of examination of the case, the Court of Appeal Judge shall continue to endeavor to encourage or prosper the peace until before the decision is made. Paragraph (2) The Parties on the basis of an agreement may submit an application to a Court of Appeal Judge to conduct peace during the case hearing process. Paragraph (3) Upon receipt of the request of the Parties to carry out the peace as referred to in paragraph (2), the Chairperson of the Court of Appeals Judge with the determination shall immediately appoint one of the Court's Examining Judges to perform the Mediator function by prioritizing the certified Judge. Paragraph (4) The Court of Investigating Judge shall postpone the hearing by no later than 14 (fourteen) days from the date of stipulation as referred to in paragraph (3).

VI. CONCLUSSION

1. Implementation of mediation based on PERMA Number 1 Year 2016 in land dispute resolution has been implemented ineffective. This is based on the level of successful peace achieved, and the satisfaction of the parties. Similarly, efficiency, which is one of the indicators, with consideration of the time and cost required in the settlement of a civil case.
2. Factors affecting mediation mediation are legal substance, good faith / participation of the parties, human resources. The substance of law is established as an indicator with the consideration to know whether the substance of the law has provided clear rules and clear implementation in the sense that has provided a clear legal certainty about the implementation of PERMA Number 1 Year 2016 in the settlement of civil cases. Goodwill and stakeholder participation are stipulated as indicators with consideration to know whether good faith and role / participation of parties influence the implementation of PERMA Number 1 Year 2016 in the settlement of civil cases. Human Resources mediators are defined as indicators, with consideration to know the professionalism of Human Resources mediators in providing initiatives and encouraging parties to reach agreement in the settlement of civil cases.

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