Authentica
Vol. 6 Issue 2, February 2024
E-ISSN 2655-4771 P-ISSN 2655-4763
DOI: 10.20884/1.atc.2023.6.2.388

The Position of the Arbitration Compromise Deed in Terms of the Obligation of the Signatures of the Parties in the Making of the Deed by a Notary

Syifa Dita Noveilla
Faculty of Law University of Jenderal Soedirman

Abstract
Article 9 paragraph (2) of Law Number 30 of 1999 concerning on Arbitration and Alternative Dispute Resolution stating a compromise deed must be made by a notary once the parties cannot sign the deed. Meanwhile, when undertaking his position, Notaries are provided with Law Number 2 of 2014 jo. Law Number 30 of 2004 concerning the Position of a Notary regarding the notary's obligation to declare the deed in front of the audience along with witnesses and to be signed by parties including the person, the witness, and the Notary. This research used a normative juridical method with a statutory approach originating from secondary data. The result shows that a compromise deed that cannot be signed by the parties included in the form of a relaas deed, furthermore, despite being not signed by the parties, this deed remains evidentiary powerful of a deed signed by the parties.
Keywords: Deed of Compromise, Arbitration, Signature Obligation, Notary.

Introduction

The rapid development of the times has certainly consequences for increasing traffic in various sectors of life, such as economic, political, socio-cultural and others. This surely results in human movement to meet their needs becoming increasingly rapid and limitless, especially the influence of globalization which makes everything seem to have no boundaries and distance.

Viewed from a legal perspective, especially civil law, the rapid increase in human activity and effort to fulfill their needs will also affect to an increase in the need for recording or making legal documents. This is a logical consequence which the law has anticipated and implemented in order to ensure the creation of certainty, order and also legal protection for humans.

Recording or creating legal documents is a legal instrument that can provide legal protection for humans to enforce their lives, nevertheless, one of its main functions is to book a written evidence to provide protection, certainty and legal order.

In term of civil law, Notaries are established to provide solustions to the needs for recording or creating legal documents. Notary itself comes from the Ancient Roman "notarius", a name given to a person working to write or take notes. Notaries came to Indonesia by the Dutch when they colonized Indonesia to carry out records related to the civil sector performed by Europeans. However, in its development, notaries were also needed and then developed rapidly in Indonesian society to produce evidence with authentic power. (Tobing, 1980)

The development of Notaries in Indonesia requires regulations regarding this, as a result, Law Number 30 of 2004 concerning the Position of Notaries was made, which was later amended by Law Number 2 of 2014 concerning Amendments to Law Number 2 of 2004 concerning the Position of Notaries. Article 1 point 1 of Law Number 30 of 2004 concerning the Position of Notaries explains that a Notary is a public official who has the authority to establish authentic deeds regarding all agreements and other authorities as intended in this Law or based on other Laws.

Based on the provisions of this article, it appears that one of the main authorities of a Notary is to make authentic deeds regarding all forms of agreements (Pondaag, 2014).

An agreement is a legal act in which one or more people mutually bind themselves to one or more people which can be undertaken both in writing or orally. Both written and oral agreements have an equal legal consequences for the parties, due to a contract law, the principle of binding agreements is known as the law for the parties who make it and the principle of contract freedom, thus, there are some agreements that are desired or required by law to be made in writing. Regading this matter specifically, an agreement can only be binding and have legal consequences for the parties when it is made in written form, in addition, this agreement is a formal agreement. An agreement made in written form is stated in the form of a deed (Hartana, 2016).

A deed is a writing deliberately made and serves a function, namely as evidence of an event.(Subekti, 2001) Due to one of its functions, which is used as evidence, deeds have different evidentiary powers depending on the type. In civil law, there are 2 (two) types or forms of deeds, namely authentic deeds and private deeds.

Article 1868 of the Civil Code states that an authentic deed is a deed made before and by an authorized public official. Apart from that, an authentic deed consists of a term and conditions that must be fulfilled and must be in accordance with applicable laws and regulations. Regading the deed which was made in the presence and by a public official, the authentic deed has perfect and strongest evidentiary power, unless there is a party who can prove otherwise. Thereofre, the conditions in this authentic deed must be fulfilled cumulatively or in their entirety. On the other hand, a private deed is a deed made by the parties themselves and it has imperfect evidentiary power or in other words other evidence is still needed to strengthen it, but once the signature of the the private deed is acknowledged by the parties, then this deed has perfect evidentiary power like an authentic deed.

There are 5 forms of evidence of Civil procedural law in Indonesia, they are documentary or written evidence, witness evidence, presumptive evidence, confession evidence, and oath evidence. The deed itself is included in the type of documentary or written evidence (Tjukup et al., 2016). Evidence is crucial and that is very important in the world of law because evidence can function as a tool for finding the truth about a case or dispute that has occurred.

Disputes can happen to anyone and also anywhere. Disputes are possibly occur among individuals, between individuals and groups, among th groups, between companies and other companies, between companies and countries, between one country and another, and so on. Forms of disputes can be in a public or private or ven civil, and that ita can occur either locally, nationally or internationally. A dispute is a situation of a disadvantaged party agaiinst another party, who then conveys the dissatisfaction to the second party. Take an examaple, when a difference of opinion arises, this causes what is called a dispute. In the legal context, especially contract of law, dispute occurs among parties due to a violation of anagreement that has been stated in a contract, either in partly or wholesome. In other words, there has been a breach of contract by the parties or one of the parties.(Amriani, 2012)

There are plenty of variation in types and causes of disputes experienced by the parties, especially within the scope of civil law, albeit, particular main root of the dispute between the parties is associated to the clauses of the agreement, whether

through fulfillment of the agreement clauses which are not appropriate, lacl of understanding by the parties regarding the clauses, or through the imbalance agreement from one of the parties to the agreement and other matters (Entriani, 2017)**.** Existing disputes must go through an appropriate resolution process so that the parties can prevent prolems or other losses from arising more. Dispute resolution itself can be divided into 2 (two), they are dispute resolution through Litigation and dispute resolution through Non-Litigation.

A dispute resolution through non-litigation is a dispute resolution outside of court or other proceeding before a court. To resolve disputes through non-litigation, dispute resolution or Alternative Dispute Resolution has been so popular as an altrnative, which include in the perspective of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Alternative Dispute Resolution is an external dispute resolution institution of court based on the agreement of the parties regarding the exclusion of litigation dispute resolution in court. Recently, discussions regarding alternatives in resolving disputes have become increasingly widely discussed and used, especially for business people who intend to have more effectiveness and efficiency in resolving the disputes and also as a fair solution rather than a win-lose solutions as in Litigation dispute resolution. In fact, Alternative Dispute Resolution needs to be developed further to acquire the congestion and backlog of cases in the courts and at the Supreme Court due to the tendency for litigation processes to be resolved (**Takdir, 2008).**

There are many forms of alternative dispute resolution, one of which is an arbitration. As an alternative to non-litigation dispute resolution, arbitration is commonly chosen and used by the people, especially business people for its superior consideration level of efficiency compared to dispute resolution through litigation. According to Article 1 Number 1 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (hereinafter referred to as the Arbitration Law) Arbitration is: "A way of resolving a civil dispute outside the general court is based on an arbitration agreement made in writing by the parties to the dispute."

The Arbitration Law further explains that dispute resolution through arbitration must be preceded by an arbitration agreement, where, according to Article 1 Number 3 of the Arbitration Law, this arbitration agreement is "an agreement of an arbitration form of a clause contained in a written agreement made by the parties prior to a risen dispute, or on a separate arbitration agreement made by the parties after a dispute arises." For Further, this written arbitration agreement has legal consequences such as eliminating the rights of the parties to submit dispute resolution or differences of opinion regarding the main agreement to the district court, or in other words, this written arbitration agreement will eliminate the authority of the district court to adjudicate disputes between the existence parties bounded by the arbitration agreement. (Wiriardi, 2011)

The Arbitration Law further regulates whether it is possible to make an Arbitration Agreement itself before a dispute arises among the parties, or after a dispute arises between the parties. An arbitration agreement made before a dispute arises between the parties is an agreement made at the same time when parties establish the main agreement, where long before the dispute arises, the parties have chosen arbitration as a dispute resolution forum once a dispute arises between them, the arbitration agreement made before disputes that arise are also known as pactum de compromittendo.(Mertokusumo, 1985)

Meanwhile, an arbitration agreement made after a dispute arisen between the parties is an arbitration agreement made after the dispute itself has arisen, afterward

the parties have not chosen arbitration as a dispute resolution forum, or later better known as the Deed of Compromise.(Mertokusumo, 1985) Due to its special nature, the Arbitration Law provides mandatory conditions fulfilled in making a Compromise Deed, the provisions of which are contained in Article 9 paragraphs (1) and (2) of the Arbitration Law which essentially states that a compromise deed must be made in a form of written agreement signed by the parties, and if the parties cannot sign the agreement, the written agreement must be made in the form of a notarial deed.

Article 1 Point 1 of Law Number 30 of 2004 in conjunction with Law Number 2 of 2014 concerning the Position of a Notary (hereinafter referred to as the "Notary's Position Law") essentially states that a Notary is a public official that its authority is to provide making authentic deeds and has other authorities. whether regulated in the Notary Position Law or other laws. Article 15 paragraph (3) of the Law on the Position of Notaries also states that notaries can have other authorities as regulated in other laws and regulations. As in the Arbitration Law above, the notary who is authorized to make authentic deeds which gives the authority to make compromise deeds without parties signatures.

This is interesting considering to Article 1868 of the Civil Code (hereinafter referred to as the "Civil Code") an authentic deed is a deed made in a form determined by law and made in the presence and by a public official authorized, and these conditions apply cumulatively or must be fulfilled in their entirety. In this case, public official is a notary, and the law in question is the Law on the Position of Notaries, but it becomes a problem when the Law on the Position of Notaries, especially in Article 16 paragraph (1) letter m and Article 44 paragraph (1) essentially confirms that an authentic deed is mandatory to be read by the notary to the presenters and later signed the deed by the presenters, witnesses and by the notary himself. Meanwhile, the compromise deed in the Arbitration Law must be made before a notary, by that beeing said, if parties are not able to sign, which by that it automatically means that the notary cannot carry out his obligation to read the deed before the parties, thus, the provisions of Article 16 paragraph (1) letter m and Article 44 paragraph (1) of the Notary Position Law cannot be fulfilled.

Research Problems

Based on the above description, this scientific article will discuss "The arbitration compromise deed form to sign the parties when a notary declares the deed"

Research Method

The research method used is to apply a normative juridical method, with a qualitative type, where the researcher observes the facts that exist in a phenomenon and describes them as they are..(Sarosa, 2012) Using a type of qualitative descriptive research where a problem will be described and analyzed without a changing. This research uses a statutory approach (statue approach) where the approach uses applicable laws, especially the research Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution; Law Number 20 of 2004 concerning Notary Positions in conjunction with Law Number 2 of 2014 concerning Amendments to Law 20 of 2004 and the Civil Code. Data sources were taken from secondary data using library research. This research was analyzed using a quantitative normative method where the data later described and discussed

logically based on norms, rules and legal theories that are relevant to the core of the problem. (Soemitro & Hanitijo, 1990)

Discussion

The form of the arbitration compromise deed is reviewed from the obligation to sign the parties when making the deed by a notary

1. Arbitration Clause

In essence, dispute resolution can be carried out through 2 (two) processes, a litigation process in court, and a non-litigation process or in the form of Alternative Dispute Resolution or also known as "Alternative Dispute Resolution" (hereinafter referred to as "ADR") outside of court.

The dispute resolution process managed through the courts or what is often referred to as litigation, is a dispute resolution perfomed through a court proceeding where the authority to regulate and to decide is exercised by a judge. Because Litigation is a process of resolving disputes in court, all parties to the dispute confront each other to defend their rights before the court and the final result of resolving this dispute is a win-lose solution. (Amriani, 2012)

The procedure in this litigation route is more formal and technical cosidering that Civil Procedure Law only seeks formal truth, resulting in a win-lose agreement in regard the parties to the dispute try to defend their rights by competing with evidence. So resolving disputes through litigation tends to lead another problems, slow to resolve, requires expensive costs, unresponsive and creates hostility between the parties to the dispute. This ineffective condition causes people to look for other alternatives, that is, a dispute resolution out of the formal judicial process.(Harahap, 2008)

The process of resolving disputes taken from formal court or non-litigation is a rapid growth in society because it is considered to be able to produce an agreement that benefits all parties with a fair solution, guarantees the confidentiality of the parties in disputes and is considered to have a faster process without any hassle, with procedural and administrative matters, unlike litigation processes in court**.** (Nugroho, 2017)

Arbitration is an alternative mechanism for resolving disputes outside of court which is commonly used especially among business people, because it is considered to have better efficiency than other dispute resolution mechanisms. Even though it is performed outside of court, the arbitration award still has final and binding force equal to a court decision. Etymologically, the word arbitration comes from the words arbitrare (Latin), arbitrage (Dutch), arbitration (English), schiedspruch (German), and arbitrage (French), which means the power to resolve things according to wisdom or peace by an arbitrator or referee**.**(Usman, 2004)

Article 1 Number 1 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (hereinafter referred to as the "Arbitration Law") states "Arbitration is a method of resolving a dispute outside the general court based on an arbitration agreement made in writing by the parties". The Arbitration Agreement according to Article 1 Number 3 of the Arbitration Law is:

> *"An arbitration agreement is an agreement in the form of an arbitration clause contained in a written agreement made by the parties before a dispute arises, or a separate arbitration agreement made by the parties after a dispute arises."*

Based on the article above, the arbitration agreement made by the parties to the dispute must be in the form of writing and is a necessity or condition for

arbitration to be held. Without this arbitration agreement, arbitration cannot be executed. This is unique, poviding that agreements can be made verbally or in writing, the Arbitration Law requires these agreements to be made in written form. If viewed from the source of contract law in the original 1233 of the Civil Code, arbitration is included in an agreement that arises from an agreement, so whether the arbitration agreement is valid or not depends on the conditions for the validity of the agreement in Article 1320 of the Civil Code.

Regarding the time when the written agreement is made, there are 2 (two) possibilities provided by the Arbitration Law, such as the dispute arises between the parties, and after the dispute arises between the parties. Both have the same function which is as a basis for holding arbitration, however, there are fundamental things that differentiate the two.

An arbitration agreement made before a dispute arises or also known as an "arbitration clause" is a clause contained in a written agreement either in the main agreement or in a partial agreement that has been made by the parties (before the dispute arises), so that the parties insist to start and decide on arbitration as the preferred dispute resolution mechanism in accodance to the possible dispute in the future. An arbitration agreement with an arbitration clause is also known as pactum de compromittendo.(Mertokusumo, 1985) This is in line with the words of Article 2 of the Arbitration Law stated:

> *"This law regulates the resolution of disputes or differences of opinion between parties in a certain legal relationship entered into an arbitration agreement which expressly states that all disputes or differences of opinion arising or which may arise from the legal relationship will be resolved by means of arbitration or through alternative dispute resolution."*

It is also possible to have an arbitration agreement made after a dispute between the parties. Just like arbitration agreements that are made before a dispute arises, this arbitration agreement is also required to be made in writing. In the Arbitration Law, more precisely, Article 9 paragraph (1) regulates the following: "In the event that the parties choose a settlement after a dispute occurred, agreement regarding this matter must be made in a written agreement signed by the parties."

The arbitration agreement made by the parties after a dispute arises is also known as arbitration commonly referred to as an "arbitration agreement" or also known as a deed of compromise**.**(Mertokusumo, 1985) However, whether the written arbitration agreement is made before the dispute arises or after the dispute, they both are essentially same on the objectives and legal consequences, such as to give rise to absolute competence or absolute authority of the arbitration forum to examine the parties' disputes. Due to a chosen arbitration as a forum or dispute resolution mechanism, the court no longer has the authority to try the case. (Nugroho, 2017)

2. Compromise Deed

Deed is taken from the Latin "acta" which means letter, grammatically according to the Indonesian Dictionary, a deed is interpreted as a letter of evidence containing a statement (information, confession, decision, etc.) regarding a legal event made in accordance to applicable regulations, which is witnessed and ratified by official. A deed is a writing deliberately made and has one function, that is as evidence of an event,(Subekti, 2001) or it could also be interpreted as a form of written agreement.

A deed has 2 (two) functions, they are a formal function and an evidentiary function. Formal function means the deed functions to complete or perfect a legal act, not to determine whether the legal act is valid or not. Meanwhile, the function of evidence means the deed deliberately made for the purposes of proof at a later date at the beginning, considering that the deed has a written form.

Fo further, Civil law recognizes 2 (two) types or forms of deeds, authentic deeds and private deeds. Authentic deed comes from the Dutch authenieke deed van (HS, 2015). According to Article 1868 of the Civil Code, an authentic deed is a deed made before and by an authorized public official (openbaar ambtenaar) where the deed is made, which has a form and conditions fulfilled and must be in accordance with applicable laws and regulations. And these conditions are cumulative, which means they must be fulfilled entirety, because if not, it will have an impact on the status of the deed being reduced to a private deed. Because this deed was made in the presence and by a public official, the authentic deed has perfect and strongest evidentiary power, unless there is a party who can prove otherwise.

On the other hand, a private deed is a deed made by the parties themselves and its form is not determined by law, on the other words, this deed has imperfect evidentiary power or other evidence is still needed to strengthen it, but if the signature in the deed is under The hand acknowledged by the parties, this deed has perfect evidentiary power like an authentic deed.

A notary is a public official who has the authority to make authentic deeds regarding all forms of agreements as long as an authentic deeds is not reserved for other public officials (Borman, 2019)**.** In making an authentic deed, a notary must comply with the Law on Notary Positions regarding its form. But not only that, the Law on the Position of Notaries also gives several authorities to Notaries, one of which is in Article 15 paragraph (3) of the Law on the Position of Notaries where Notaries are given other authorities as regulated in other laws and regulations. As in the Arbitration Law, specifically in Article 9 paragraph (2) where a notary is given the authority to make a compromise deed which cannot be signed by the parties.

A Compromise Deed or acte compromise is the opposite of pactum de compromittendo. In a deed of compromise, the agreement regarding dispute resolution through arbitration is only agreed upon and made after the dispute arises. Due to its special nature, the Arbitration Law provides conditions that must be fulfilled in making a Compromise Deed, specifically in Article 9 paragraphs (1) and (2) of the Arbitration Law which reads:

(1) When the parties choose dispute resolution through arbitration after the dispute has occurred, agreement regarding this matter must be made in a written agreement signed by the parties.
(2) When parties are unable to sign a written agreement as intended in paragraph (1), the written agreement must be made in the form of a notarial deed.

As a result, the essence states the deed of compromise must be made in the form of a written agreement which also must be signed by the parties, and if the parties cannot sign the agreement then the written agreement must be made in the form of a notarial deed. The Arbitration Law seems to make arrangements regarding this matter because it considers the possibility of the parties for not being presented which could also be caused by some reasons, one of which is a difficult situation due to the involved parties in a dispute, and in a dispute they tend to be in conditions that are difficult to meet. (Nugroho, 2017)

Apart from that, Article 9 paragraph (3) of the Arbitration Law also states that the compromise deed must contain information regarding:

a) Disputed issues
b) Full names and party's places of residence
c) Full names and arbitrator or arbitration panel place of residence
d) The place where the arbitrator or arbitration panel will make a decision
e) Secretary's full name
f) Dispute resolution period
g) A statement of willingness from the arbitrator, and;
h) A statement of the willingness of the disputing party to bear all costs necessary to cover costs required for resolving dispute through arbitration.

Failure to fulfill the provisions in the compromise deed will result in null and void deed. Making a compromise deed that cannot be signed by the parties falls under the authority of the Notary. While carrying out his position, the Notary is obliged to comply with the provisions in the Notary's Office Law, one of which regulates when making an authentic deed, the notary is obliged to read the deed to the audience and witnesses, and the deed must be signed by the parties, witnesses and notary, this is stated in the following provisions:

Article 16 paragraph (1) letter m Law on Notary Positions

"In carrying out his obligations, the Notary is obliged to read the Deed in front of the presenter with at least 2 (two) witnesses, or 4 (four) special witnesses when making a Deed of Will privately, and signed by the presenter, witness, and Notary at a time."

Article 44 paragraph (1) Law on Notary Positions:

"Immediately after the Deed is read, the Deed is signed by each presenter, witness and Notary, exception occurs when there is a presenter who cannot sign and state the reason."

In essence, there is a general purpose why signing a document is important, this because a signature can have the following meaning: (Kie, 2000)

a. Evidence: a signature identifies the signer with the document he or she is signing. When the signer signs in a special form, the writing will have a relationship (attribute) with the signer.
b. Ceremony*:* signing a document will result in the signing knowing that he has taken legal action, then it will eliminate the existence of inconsiderate engagement
c. Approval: a signature symbolizes approval or authorization for a piece of writing. So a writing that has been signed and confirmed to be true has the same evidentiary power as an authentic deed.

This seems to create a bias regarding the form and status of the compromise deed, whether it remains an authentic deed or a private deed because it does not meet the requirements in Article 16 paragraph (1) letter m and Article 44 paragraph (1) of the Notary Position Law. Apart from being required by the Law on the Position of Notaries, the presence of a signature in a notarial deed is also useful for providing a characteristic and also for individualizing a deed because identification of the parties in the deed can also be seen from the signatures affixed to the deed (Suwignyo, 2012)**.**

In fact, Notaris work, not only are authentic deeds and private deeds, but there are also known types of notarial deeds based on the parties who make them and are

divided into 2 (two) forms of deeds, they are party deeds or partij deeds and minutes deeds or relaas deeds.

A Party Deed or Partij Deed is a deed made before (ten overstaan) a Notary, where the Notary makes the deed at the request of the parties, so that the notary is obliged to dig up information and listen to statements or statements from the parties which are stated or explained by the parties themselves prior to a notary. So then the notary will put or formulate the statements and wishes of the parties into a notarial deed, for example in a sale and purchase deed, rental deed, etc.. (Adjie, 2008) Even though the parties are free to express their wishes and desires regarding the deed they plan to make, there are still guidelines that the deed must not violate existing laws and regulations in society, furthermore, the notary is regulated by the Law on the Position of Notaries, precisely in Article 15 paragraph (2) letter e, the notary is equipped with the authority to provide legal advice regarding the making of a deed, so that the notary as a party is considered by law to be more knowledgeable about the science of making a deed to be able to provide advice and counseling to the parties regarding the deed they will make.

A Minutes Deed or Relaas Deed is a deed made by a (door) notary, where the notary makes the deed by writing or recording everything he sees or hears directly from the parties.(Adjie, 2008) By that saying, the Deed of Minutes or Relaas Deed contains a description or statement from the Notary based on everything he has seen and witnessed himself based on the request of the parties to further the actions or deeds carried out by the parties written down in the form of an authentic deed, for example the Deed of the General Meeting of Shareholders.(Mochtar, 2017)

Based on Article 15 paragraph (1) of the Law on the Position of Notaries which states that "Notaries have the authority to make authentic deeds (...)" which in a technical sense, the words "make" or "verlijden" refer to a number of jobs that is required a notary to perform for a notarial deed to occur. . The meaning of the word "make" can also show the difference between a party deed and a minutes deed. In a party deed or partij deed, the activity of "making" the deed consists of drafting the deed; reading the deed; and sign the deed by the presenters, witnesses, and notary. Meanwhile, in a deed of minutes or a deed of relaas, the activity of "making" a deed is defined as an observing event or fact (law), compiling the minutes, reading and signing the deed with the witnesses, as well as information or reasons why the parties did not sign the deed.(Budiono, 2017)

Apart from the matters mentioned above, the difference between a Partij Deed and a Relaas Deed can also be seen in terms of the signing the deed. In partij deeds or deeds of the parties, the law requires signature by the parties, which if it is not fulfilled, it will result in the loss of authenticity of the deed, for further, it will only have the power of proof as a private deed. Even if the parties are unable to add their signatures, Article 44 paragraphs (1) and (2) of the Law on the Position of Notaries has mandated notary to state the reason for the absence of a signature, for example, since the party has a hand injury, then instead they must use a thumbprint while the reasons must be stated clearly in the deed. As a consequence, in a partij deed, the signing by the parties is not something crucial and can affect the status of the deed, regardless of whether the deed is signed by people who are present or not, the deed is still valid as a means of proof, because the essence of the Deed of Relaas is a notary that records what they see and head directly into written form in a deed. For example, in the deed of the general meeting of shareholders, if the shareholders have gone home before it is signed, the notary only needs to explain it in the deed.(Tobing, 1980) Or in other words, this is because the relaas deed does not

provide evidence regarding the information provided by the parties by signing the deed, rather provides evidence regarding actions and statements witnessed by a notary. (Budiono, 2017)

If it seen at the types of notarial deeds described above, it can be concluded that a Deed of Compromise which cannot be signed by the parties and must be made before a notary is a deed of reconciliation. So even though it is not signed by the parties, the compromise deed made by a notary will still provide the same strong evidentiary power as the compromise deed signed by the parties and can still provide legal certainty and legal security to the parties.

Conclusion

Based on the description and discussion above, it can be concluded that a compromise deed made before a notary because the parties cannot sign it as regulated in Article 9 paragraph (2) of the Arbitration Law is included in a notarial deed in the form of a relaas deed, this is because, The Deed of Compromise must be made in notarial form even though there is no signature of the parties, and it seems that the maker of the Arbitration Law wants to provide sufficient legal protection and legal certainty to the parties, as the deed of reconciliation still has the same evidentiary power to the deed of partij without a signature from the parties.

Suggestion

Lawmakers should provide an explanation of the provisions of article 9 paragraph (2) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution because the provision creates a lot of confusion and is full of ambiguity, considering that in general, public is only familiar with the form of a deed, authentic and private deed, resulted in an ambiguity once the compromise deed made notarially and without the signatures of the parties, it is not an authentic deed rather than a private deed.

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