



Legal Strength of A Peace Deed Made Before A Notary In Dispute Resolution Out of Court

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Abstract

Background. The option to resolve disputes out of court is increasingly being used, especially when parties want a quicker, less protracted process. In practice, peace agreements are often expressed as deeds executed before a notary in the hope of achieving greater legal force. The problem is that this power is not always directly proportional to the effectiveness of its implementation. When an agreement is violated, the peace deed cannot be used directly to enforce the obligation; it must be brought back to court. At this point, a fundamental problem arises regarding the position and effectiveness of the notarial peace deed in the civil law system.

Aims. This research is directed at examining further the legal position of the peace deeds, how the evidentiary force operates, and what happens when the agreement is not implemented.

Methods. The approach used is normative, examining relevant laws, regulations, and legal concepts, as well as associated practices.

Result. From the results of the analysis, it can be seen that the notarial peace deed is in a position that is not completely single. It has the power of an authentic deed recognized in the proof, but at the same time it still depends on the logic of the agreement, whose execution is determined by the parties. The power of proof does provide certainty about what has been agreed, but it does not necessarily guarantee that the agreement will be implemented without dispute. When a default occurs, the deed serves more as a basis for proof in a new lawsuit than as a tool to enforce it directly.

Conclusion. This condition shows that the notarial peace deed is not fully capable of serving as a final instrument for dispute resolution. Therefore, efforts are needed to strengthen its position not only in the evidentiary aspect but also in bridging the implementation of the agreement, so that the goal of resolving disputes outside the court can truly be achieved.

Keywords: Peace Deed, Notary, Proof, Default, Legal Certainty



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INTRODUCTION

In contemporary civil law practice, the tendency to avoid litigation is growing, along with the need for faster, more efficient, and non-destructive dispute resolution between the parties. The courts are no longer seen as the only forum for settlement, but rather as the ultimate remedy when peaceful efforts do not reach a common ground. In this context, out-of-court dispute resolution is becoming increasingly significant, especially through peace agreements born of the parties' own will. The choice of the non-litigation route is not solely driven by pragmatic considerations, but also reflects a shift in the legal paradigm towards a more restorative and sustainability-oriented approach to legal relations. This is in line with the findings of Astri, Harmono, and Fathurohman, who show that alternative mechanisms offer greater efficiency and flexibility than conventional litigation channels (Astri et al., 2025).

In the midst of these developments, notaries occupy positions that are not only administrative but also substantive in constructing legal certainty on the agreement reached by the parties. By virtue of his authority as a public official, the notary is mandated to put the parties' will into the form of an authentic deed with high evidentiary power. A peace deed executed before a notary is generally expected to be an instrument that not only records the agreement but also strengthens the legal legitimacy of the peaceful settlement of disputes. In the construction of the law of proof, an authentic deed occupies a privileged position because what is contained in it is considered true as long as it cannot be proven otherwise (Adjie, 2020). Thus, normatively, a notarial peace deed should serve as a bridge between the parties' will and the resulting legal certainty.

However, such normative constructions are not entirely proportional to the reality of practice. On the one hand, a notarial peace deed is recognized as an authentic deed with strong evidentiary power. However, the deed does not have the executory power to allow its immediate implementation when a violation occurs. When one of the parties fails to perform under the agreement, the aggrieved party must instead return to litigation through a new lawsuit in court. It is at this point that the tension arises between what the law expects (*das sollen*) and what happens in practice (*Das Sein*). Instead of being a final dispute-resolution instrument, a notarial peace deed, under certain conditions, only serves as a delay to conflicts that can reappear at any time. This condition was also put forward by Firmansyah, who highlighted the fundamental difference between a notarial peace deed and a peace deed that is confirmed by a court decision, especially in terms of executory power (Firmansyah, 2017).

Conceptually, this problem cannot be separated from the dual position of the notarial peace deed in the civil law system. On the one hand, it is an authentic deed subject to the legal regime of proof; on the other hand, it remains an agreement subject to the general provisions of the law of the agreement. From the perspective of evidentiary law, an authentic deed has a force that includes outward, formal, and material dimensions, thus giving strong legitimacy to the content stated in it (Fuady, 2017). However, from the perspective of treaty law, the binding force derives from the parties' agreement, and its implementation is highly dependent on good faith. Consequently, the legal force of the peace act is not entirely coercive, but rather persuasive. This ambivalent position ultimately raises problems at the implementation level.

When viewed through the lens of legal certainty theory, the situation reveals an imbalance between normative and practical certainty. Normatively, a notarial peace deed qualifies as strong and valid evidence, providing certainty regarding the content of the parties' agreement. However, this certainty ends at the proof stage and does not extend to the implementation stage. Sudikno Mertokusumo emphasized that legal certainty should not only be limited to the clarity of the rules but also to the law's ability to be implemented effectively (Mertokusumo, 2019). In this context, a notarial peace deed reveals its limitations, as it cannot guarantee the implementation of the agreed rights and obligations.

The reality of practice further clarifies the problem. Not a few cases show that the peace deed made to end the dispute is again challenged in court due to the default of one of the parties. Under such conditions, the peace deed that was originally intended as a solution has actually become evidence in a new dispute. Furqon underlined that the legal force of the peace deed is highly dependent on the fulfillment of the legal conditions of the agreement and the good faith of the parties in implementing it (Furqon et al., 2024). However, reliance on good faith without adequate legal enforcement mechanisms ultimately poses significant vulnerabilities in practice.

Furthermore, this issue not only has an impact on the parties to the dispute but also on the justice system as a whole. One of the main goals of developing out-of-court dispute resolution is to reduce the burden on the court. However, when a peace deed lacks sufficient force to ensure its implementation, the dispute that was originally resolved peacefully may still return to court. Destian and Mujana pointed out that in the practice of peace agreements, especially in credit cases, continued disputes still often occur due to the weak coercion of the implementation of agreements (Destian et al., 2022). This fact indicates that there are structural problems in the effectiveness of peace deeds as an instrument for dispute resolution.

Departing from the overall description, it can be understood that the main problem does not lie in the existence of a notarial peace deed as a legal instrument, but in the limitation of its legal force in guaranteeing the implementation of the agreement. In other words, there is an imbalance between strengths in the evidentiary aspect and weaknesses in the execution aspect. This inequality creates a paradoxical condition in the civil law system, where instruments designed to resolve disputes are not yet fully capable of providing comprehensive legal certainty. Therefore, this study is directed at examining in depth the legal position, evidentiary strength, and legal implications of a peace deed made before a notary, as an effort to understand and critique its effectiveness in the practice of resolving disputes outside the court.

Studies on peace deeds made before notaries have discussed its position as an authentic deed that has perfect evidentiary power in Indonesian civil law. Previous research has confirmed that authentic deeds provide formal certainty to the agreement of the parties, especially because they are made by authorized public officials. However, some studies have also shown that a notarial peace deed differs from a peace deed upheld by a court judgment, primarily because it lacks executory power. Thus, the current development of the study shows strong recognition of the evidentiary value of a notarial peace deed, but it still raises implementation problems when a default occurs.

LITERATURE REVIEW

To understand the position of a peace deed made before a notary, the discussion cannot be separated from the three main foundations of civil law: the concept of an authentic deed, the construction of agreements, and the idea of legal certainty. The three do not stand alone but are intertwined in determining whether an agreement is valid, binding, and enforceable. In this context, a notarial peace deed is interesting to study because it lies at the intersection of formal power as an authentic deed and its substantive nature as a treaty. This "not entirely singular" position then creates space for discussion, especially when the deed encounters practical issues.

If viewed in terms of their basic concept, authentic deeds in Indonesian civil law occupy a very strong position as written evidence. This is not only because of its formal form, but also because of the legitimacy of the public officials who make it. Article 1868 of the Civil Code expressly defines an authentic deed and affirms its position in the evidentiary system. In the doctrine of notarization, this power is even understood as a form of "legal trust" over what is stated in the deed. Habib Adjie emphasized that what is written in the authentic deed must be

considered true as long as there is no evidence to the contrary (Adjie, 2020). In this framework, a peace deed made before a notary has essentially had a strong initial legitimacy as evidence.

However, this power cannot be understood simply as something absolute. In practice, authentic deeds still have layers of power that need to be carefully distinguished. Munir Fuady explained that the evidentiary power of an authentic deed includes external, formal, and material dimensions, each of which has its own legal consequences (Fuady, 2017). At this point, it is important to recognize that the formal force of a deed does not always guarantee the material truth of the agreed-upon content. In the context of a peace deed, this means that even if the deed is procedurally valid, the agreement's content is still questionable if there is an indication of a defect in will or a violation of the law.

On the other hand, it cannot be ignored that a peace deed is essentially a treaty. This means that he is subject to the general principles of contract law, including the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code. In this perspective, the binding power of a peace deed derives not only from its form as an authentic deed but also from the agreement of the parties who gave rise to it. M. Yahya Harahap reminded that peace agreements have a distinctive character because they aim to end disputes, so the content of the agreement must be formulated clearly and not open up excessive room for interpretation (Harahap, 2017). Thus, the legal force of a peace deed is determined not only by the procedure for its creation, but also by the quality of the agreed substance.

The role of the notary in this context also needs to be placed proportionately. Notaries do have the authority to make authentic deeds that provide legal certainty, but this authority does not extend to enforcement or to the implementation of the deed's contents. In the practice of notarization, the notary plays a more significant role as a party who ensures that a legal act meets the formal requirements and does not conflict with the law. Sjaifurrachman and Habib Adjie emphasized that the notary's responsibility lies in the validity of the deed executed, not in the parties' implementation of the agreement's terms (Sjaifurrachman & Adjie, 2016). This is important because, from the beginning, there was no normative design that conferred executory power on deeds executed by notaries.

These limitations then become increasingly relevant when associated with the concept of legal certainty. In classical theory, legal certainty is often understood as the existence of clear and predictable rules. However, in more recent developments, legal certainty is not enough to stop at the normative aspect, but must also include the effectiveness of implementation. Sudikno Mertokusumo stated that a good law is a law that can not only be understood, but can

also be implemented consistently in practice (Mertokusumo, 2019). In the context of a notarial peace deed, this raises the question: the extent to which the certainty provided by the deed can really be felt by the parties, especially when there is a violation of the agreement.

A number of previous studies have attempted to explain this problem, but their findings have not been fully integrated. Firmansyah, for example, pointed out that there is a fundamental difference between a notarial peace deed and a peace deed that is strengthened by a court decision, especially in terms of executory power (Firmansyah, 2017). Meanwhile, Furqon emphasized the validity aspect of the agreement, stating that the peace deed remains valid and binding as long as it meets the terms of the agreement, even though it does not have the power to be enforced directly (Furqon et al., 2024). Both of these approaches provide important understanding, but still look at the problem partially.

Other studies show different dimensions, particularly in practice. Agung pointed out that the notarial peace deed has a significant role as evidence in the trial, although it remains open to be tested by the judge (Agung, 2016). On the other hand, Destian and Mujana's research shows that in practice, especially in credit cases, peace agreements are not always able to end disputes because of the weak coercive power over the implementation of the content of the agreement (Destian et al., 2022). These findings suggest that the main problem lies not in the legal recognition of deeds, but in their effectiveness in practice.

Departing from these various views, it can be seen that there is still sufficient space to conduct a more thorough study. Most studies tend to separate discussions of legal standing, evidentiary strength, and the implications of default, so they do not provide a complete picture of how the three are related. In practice, the three aspects affect each other and cannot be separated. Therefore, this study seeks to examine notarial peace deeds in a more integrative way by placing them within a single analytical framework that simultaneously connects normative aspects and the reality of practice.

Most previous research still discusses notarial peace deeds separately, both in terms of legal standing, evidentiary power, and legal consequences when a default occurs. Studies that integrate these three aspects in one analytical framework are still limited. In addition, previous research has not highlighted the disparity between the strength of peace deeds as authentic evidence and their weaknesses as a final dispute resolution instrument. The main gap of this study lies in the absence of a comprehensive study on the effectiveness of notarial peace deeds in bridging the certainty of proof and certainty of implementation.

METHODS

This study uses a normative legal approach, emphasizing the analysis of the norms governing peace deeds, the authority of notaries, and their legal implications in the settlement of civil disputes. The study focuses on how legal construction is formed and the extent to which it can address the problems that arise in practice. In this case, law is understood not only as a normative text but also as a system that must be tested for consistency with reality.

The approach used includes legal and conceptual approaches. The legislative approach is used to examine provisions sourced from the Civil Code, the Law on Notary Positions, and other related regulations. Meanwhile, a conceptual approach is used to understand key concepts such as authentic deeds, agreements, defaults, and legal certainty, so that the analysis does not stop at the normative reading alone.

The legal materials used consist of primary legal materials, such as laws and regulations, and secondary legal materials, such as relevant books and scientific journals. In addition, this research is supported by data from a limited number of interviews with practitioners to provide an overview of the application of norms in practice.

The analysis is carried out qualitatively using a deductive reasoning pattern, namely by taking legal norms as a starting point and then associating them with the problem being studied. Through this approach, the research not only describes the applicable law but also seeks to test and criticize its effectiveness in the context of notarial peace deeds.

DISCUSSION

Legal Status of Peace Deeds Made Before Notaries in the Indonesian Legal System

In the Indonesian civil law system, a peace deed made before a notary is not sufficient on its own to be considered an authentic deed. Behind this formal form lies a more complex legal construction, as this deed is born of the parties, which is basically an agreement. In practice, these two characters do not always go hand in hand; even under certain conditions, they cause their own tension. On the one hand, the law accords high legitimacy to authentic deeds; on the other hand, the implementation of the deed's contents still depends on the parties' compliance. This is where the legal position of the notarial peace deed becomes relevant and warrants deeper study.

From the perspective of evidentiary law, there is no doubt that a notarial peace deed has the status of an authentic deed that is fully recognized in the legal system. The provisions of

Article 1868 of the Civil Code affirm that an authentic deed is a deed made by or in the presence of an authorized public official in the form specified by law. In this framework, the notary, as a public official, has the authority to provide an authentic form to the agreement of the parties. Habib Adjie emphasized that an authentic deed has perfect evidentiary power, so what is contained in it must be considered true as long as it cannot be proven otherwise (Adjie, 2020). Thus, normatively, a notarial peace deed has a strong position as evidence in civil disputes.

However, when viewed more closely, the evidentiary strength attached to an authentic deed does not necessarily determine its strength in execution. A peace deed essentially remains an agreement subject to the provisions of Article 1851 of the Civil Code, which defines peace as an agreement to end disputes. This means that the binding power of the deed comes from the principle of *pacta sunt servanda*, not from state power (Civil Code (Burgerlijk Wetboek), 1847). M. Yahya Harahap emphasized that peace agreements are only binding on the parties who make them, and their implementation is highly dependent on good faith (Harahap, 2017). In this context, it can be seen that the position of a notarial peace deed cannot be equated with a court decision that has coercive force.

These conditions indicate that the notarial peace deed is in a position that can be described as "not completely public and not completely private". It acquires legitimacy from public officials, but its substance remains in the realm of private legal relations. This position, on the one hand, provides strength in proof, but on the other hand, limits power in enforcement. Sjaifurrachman and Habib Adjie emphasized that notaries are only authorized in the stage of forming the deed, not in ensuring the execution or giving executory power to the deed (Sjaifurrachman & Adjie, 2016). Thus, from the beginning, there was indeed no normative basis that gave the notarial peace deed the power to be enforced directly.

This difference in position becomes even clearer when compared to the peace deed born from the judicial process. In the mediation mechanism in court, the parties' agreement can be expressed as a judgment with permanent legal force and enforceable (Regulation of the Supreme Court of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts, 2016). This suggests a fundamental difference in the law's design, in which the peace facilitated by the courts is given additional legitimacy through executive power. Firmansyah pointed out that this difference is the primary factor distinguishing the effectiveness of the two types of deeds in dispute resolution practices (Firmansyah, 2017). In other words, the issue of legal standing is not only related to the form of the deed, but also to the legal consequences attached to it.

If framed within the theory of legal certainty, this condition reveals a dualism that is not fully bridged. On the one hand, a notarial peace deed provides certainty as proof, because the agreement's terms are set out in a form recognized by law. However, this certainty does not continue at the implementation stage because there is no coercive mechanism attached to the deed. Sudikno Mertokusumo reminded that legal certainty should include certainty in application, not just in norms (Mertokusumo, 2019). In this context, the notarial peace deed shows its limitations as an instrument that cannot fully guarantee legal certainty.

The reality of practice further confirms this construction. In many cases, a peace deed executed before a notary can still give rise to further disputes when one of the parties fails to perform its obligations. Under such conditions, the deed originally intended as a means of settlement changes function, becoming evidence in a new dispute. This phenomenon shows that the legal position of the notarial peace deed remains at the preventive, not the repressive, stage. As noted by Furqon, the legal force of a peace deed does lie in its validity as a treaty, but its effectiveness still depends on the compliance of the parties (Furqon et al., 2024). This confirms that the legal position of the deed has not fully addressed the need for a final dispute resolution.

Thus, it can be understood that the legal position of a peace deed made before a notary is dualistic. It has the power as an authentic deed in proof, as well as an agreement that binds the parties. However, the position does not include the executory power that allows direct execution. This dualism ultimately places notarial peace deeds in a strategic yet limited position, because their effectiveness is highly dependent on the parties' good faith and has not been supported by adequate legal enforcement mechanisms.

The Evidentiary Power of the Notarial Peace Deed in a Formal and Material Perspective

If, in the previous part, the notarial peace deed was placed within the framework of its legal position, then at this stage the discussion needs to be directed to how the deed's evidentiary power operates in practice. In civil procedure law, the issue of proof is not only about the truth or falsity of an event but also about the strength of the evidence submitted. In this context, an authentic deed has been recognized as written evidence with the highest evidentiary value from the outset. However, this power cannot be understood as absolute, because in judicial practice there is still room to test the truth of the deed's contents.

Normatively, a peace deed executed before a notary qualifies as an authentic deed under Article 1868 of the Civil Code. Consequently, the deed has perfect evidentiary power to what

is formally stated in it. In the doctrine of notarization, this power is often understood as a form of legal protection for the parties because what is stated in the deed no longer needs to be re-proven. Habib Adjie emphasized that an authentic deed contains binding evidentiary force, so the judge must in principle, accept the truth of the formal content of the deed as long as there is no evidence to refute it (Adjie, 2020). Thus, from a formal point of view, a notarial peace deed has a very strong position in the evidentiary process.

However, the power of proof does not lie in a single dimension. In practice, the proof of an authentic deed is always related to three layers: external, formal, and material. Munir Fuady explained that external force is related to the validity of the form of the deed as an authentic deed, formal force is related to the truth that legal events actually occurred in the presence of public officials, while material force is related to the truth of the content of the parties' statements (Fuady, 2017). In the context of a peace deed, these three aspects are important because they determine the extent to which the deed can be defended when it is questioned in court.

From the formal aspect, a notarial peace deed generally does not cause problems as long as it is made in accordance with the provisions of the Notary Position Law (Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Office of Notary, 2014). The procedure for making a deed, starting from the presence of the parties, reading the deed, to signing, is the basis for the recognition of the formal validity. As long as this procedure is met, the deed is considered valid and has unquestionable evidentiary force. In practice, judges are less likely to question the formal aspects of an authentic deed unless there is evidence to show a procedural violation (Law Number 48 of 2009 concerning Judicial Power, 2009). This shows that, at the formal level, a notarial peace deed provides relatively strong legal certainty for the parties.

However, the problem actually arises when the proof enters the material territory. The material strength of the peace deed is related to the truth of the agreement's content as stated by the parties. In this case, the deed no longer stands alone but must be tested against the agreement's legal provisions, especially the requirements stipulated in Article 1320 of the Civil Code. This means that if there is a defect in will, incompetence, or an invalid object, then the content of the deed can be questioned. M. Yahya Harahap emphasized that judges are not absolutely bound by the content of the agreement if it is proven that there is a legal defect in its formation (Harahap, 2017). Thus, the strength of material proof is relative and open to testing.

This condition shows that although a notarial peace deed has high probative power, it is not absolute. In judicial practice, it is not uncommon for an authentic deed to be submitted as the main evidence, but additional evidence is still presented to test the material truth. This indicates that an authentic deed does not completely rule out the possibility of further disputes. Furqon stated that the legal force of the peace deed is highly dependent on the validity of the substance of the agreement made, so it is not enough to rely solely on formal force (Furqon et al., 2024). In other words, the quality of the agreement is a determining factor in maintaining the deed's evidentiary strength.

If analyzed further, this situation shows a fairly clear boundary between legal certainty in proof and legal certainty in implementation. A notarial peace deed can provide certainty that an agreement has been made and legally stated in writing. However, this certainty does not necessarily guarantee that the agreement's terms will be carried out without dispute. In this framework, the power of proof serves only as a tool to affirm what has been agreed, not to ensure its implementation. This is in line with the view of Sudikno Mertokusumo, who emphasizes that legal certainty is not only related to the existence of evidence, but also to the effectiveness of its implementation (Mertokusumo, 2019).

Furthermore, this condition has implications for the effectiveness of the peace deed as a dispute resolution instrument. Ideally, high evidentiary strength should prevent further disputes, as the parties already have strong evidence of their rights and obligations. But in practice, this power is not enough to close the possibility of default. The peace deed can still be questioned, either because of material defects or because of the non-implementation of the agreement's terms. This shows that the evidentiary power of a notarial peace deed serves more as a mechanism for legal clarification than as a guarantee of final dispute resolution.

Thus, it can be concluded that the evidentiary power of a notarial peace deed is strong but not absolute. From a formal aspect, the deed provides high legal certainty because it is made by an authorized public official. However, from a material standpoint, this power can still be tested and even ruled out if it is proven that there are legal defects in the agreement's terms. This condition shows that although the notarial peace deed has an important value in proof, it is not fully able to guarantee comprehensive legal certainty, especially in relation to the implementation of the agreement that has been made.

Legal Implications of Default on Notarial Peace Deeds

The discussion of the power of proof ultimately leads to a more practical question: what happens when the content of the peace deed is not implemented by one of the parties? It is at this point that the effectiveness of a legal instrument is truly tested. A peace treaty is essentially designed to end disputes, but in reality, not all agreements work as expected. When a default occurs, the deed's position shifts from the settlement instrument to the dispute itself. This shift is important to observe because it shows the functional limits of notarial peace deeds in civil law practice.

Conceptually, default is a form of non-fulfillment of agreed-upon obligations, whether because they are not implemented at all, implemented late, or implemented but not in accordance with the agreement. In the context of a peace deed, default carries more complex implications because it concerns an agreement intended to end the dispute. When the agreement is violated, the dispute that was originally considered resolved may reappear in a new form. In civil law, this condition puts the parties back in their original position as parties to the dispute, so that the settlement must be pursued through the available legal mechanisms.

The main problem arises because the notarial peace deed lacks executory power. Unlike a court decision, which has permanent legal force, a deed executed before a notary cannot be used directly as a basis for execution. This relates to the civil procedural law system, which requires an executory title as the basis for enforcing the exercise of rights. M. Yahya Harahap emphasized that execution can only be carried out against a court decision that has permanent legal force, so agreements, including notarial deeds, cannot be executed immediately (Harahap, 2017). Thus, when there is a default, the peace deed lacks the coercive power to ensure implementation of the agreement's terms.

The consequence of this condition is that the aggrieved party must pursue new legal remedies through a lawsuit. In this process, the notarial peace deed serves as the primary evidence that an agreement has been violated. This means that the deed no longer functions as an instrument of settlement, but as a basis for proof in further disputes. This process certainly requires additional time and costs, which ultimately reduces the efficiency of resolving disputes out of court. In practice, this condition indicates that the peace deed has not provided a truly final solution.

This phenomenon is also reflected in various empirical studies showing that further disputes often still occur even after a peace deed has been made. Destian and Mujana noted that in certain cases, particularly those related to credit, violations of the content of peace agreements often lead to new lawsuits in court (Destian et al., 2022). This indicates that the

legal force of the peace deed is not enough to prevent default. In other words, the existence of the deed serves more as a tool for documenting agreement than as a final, binding dispute-resolution mechanism.

From the perspective of legal certainty, this condition reveals an imbalance between normative and practical certainty. Normatively, the peace deed qualifies as a valid and binding agreement between the parties. In practice, the absence of executive power makes the agreement's implementation highly dependent on good faith. Sudikno Mertokusumo emphasized that ideal legal certainty must include certainty in implementation, not only in the formulation of norms (Mertokusumo, 2019). In this context, a notarial peace deed has not fully provided a guarantee of complete legal certainty.

Furthermore, this condition also has implications for the effectiveness of the dispute resolution system as a whole. One of the main goals of out-of-court dispute resolution is to reduce the burden of litigation. However, when the peace deed lacks sufficient power to ensure its implementation, the dispute that should be resolved instead re-enters the judicial system. This creates a paradox in which non-litigation mechanisms designed to reduce cases can add new ones. In this context, the effectiveness of the peace act as an instrument for resolving disputes is questionable.

From a more critical perspective, this condition shows the limitations of normative design in Indonesian civil law. A notarial peace deed has been recognized as an authentic deed, but it lacks an adequate mechanism to ensure its implementation. As a result, there is a gap between the law's goals and the realities of practice. Furqon emphasized that the legal force of the peace act basically depends on the agreement of the parties, so without the support of coercive mechanisms, its effectiveness becomes limited (Furqon et al., 2024). This shows that the issue of default is not only related to the parties' behavior but also to a legal structure that is not fully adaptive.

Thus, the legal implication of a default on a notarial peace deed is the return of the dispute to the litigation channel through the lawsuit mechanism. The peace deed in this case only serves as evidence, not as a basis for direct execution. This condition shows that although the deed has the power of proof, it does not have sufficient power to ensure the agreement's implementation. Therefore, it can be said that the effectiveness of a notarial peace deed as a dispute-resolution instrument remains limited, especially in the event of default.

CONCLUSIONS

Conclusion

Based on the overall analysis carried out, it can be understood that a peace deed made before a notary occupies a position that is not entirely straightforward in the Indonesian civil law system. In terms of legal position, the deed shows a dualistic character. On the one hand, it has legitimacy as an authentic deed recognized in the law of proof, thereby conferring high probative value on its contents. On the other hand, it remains an agreement that is subject to the alliance's legal principles, so its binding power depends on the parties' agreement and good faith. This position shows that a notarial peace deed does not have the status of a legal decision that can be enforced directly.

In terms of evidentiary strength, a notarial peace deed does provide relatively strong guarantees, especially in the formal dimension. What is stated in the deed must, in principle, be considered true, provided it cannot be proven otherwise. However, this power is not absolute because it remains open to testing the material truth of the agreement's terms. In this case, the validity of the agreement's substance is a determining factor that cannot be ignored. Thus, although a notarial peace deed can provide certainty in proof, this certainty does not fully guarantee the deed's resilience to further disputes.

Meanwhile, in the event of a default, the limitations of the notarial peace deed are becoming increasingly visible. The absence of executory power prevents the deed from being used directly as a basis to compel implementation of the agreement. The aggrieved party still has to take a new lawsuit in court, by using the deed as evidence. This condition shows that the peace deed has not fully ended the dispute, but still leaves the possibility of further disputes arising. In other words, there is an imbalance between strengths in proof and weaknesses in implementation.

Overall, it can be affirmed that a notarial peace deed has significant legal force in the evidentiary dimension, but it remains limited in ensuring the effectiveness of dispute resolution. This shows that there is a gap between the ideal of resolving disputes outside the courts and the reality of practice. Therefore, the existence of a notarial peace deed has not fully provided comprehensive legal certainty for the parties.

Recommendations

The gap between the evidentiary force of notarial peace deeds and the absence of executory power suggests a normative design gap in Indonesian civil law that needs to be addressed immediately. Therefore, the most urgent step is to encourage the establishment of a

"limited homologation" mechanism for notarial peace deeds through the courts. This mechanism allows the parties to submit a deed of peace executed before a notary to obtain juridical reinforcement in the form of a simple determination, without going through a lawsuit. In this way, the deed retains a non-litigation character but provides an avenue for executory power if necessary.

In addition, it is necessary to reconstruct the approach in the practice of a notary, especially in the preparation of peace deeds. It is not enough for notaries to merely set out the parties' intent; it is necessary to actively design a clause structure that anticipates potential defaults. One concrete approach is to include a more measurable sanctions clause and a clear follow-up settlement clause, so that when a violation occurs, the parties do not fully return to the starting point of the dispute. This approach is important for shifting the deed's function from merely documenting an agreement to serving as an instrument for dispute mitigation.

Furthermore, functional integration between the non-litigation and litigation regimes in the civil law system is needed. So far, out-of-court dispute resolution and judicial mechanisms have run in two relatively separate paths, so there is no continuity when an agreement is violated. In this context, the Supreme Court can take a strategic role through technical arrangements that provide a fast track for cases arising from notarial peace deeds, for example, through simplified evidentiary procedures or by limiting the dispute to the issue of default. Thus, the judicial process no longer repeats itself from the beginning but functions as a continuation of the agreement reached.

In the end, the strengthening of the notarial peace act is not only related to a change in norms but also to a change in perspective on the settlement of disputes. As long as the deed remains solely evidence, its potential as an effective dispute-resolution instrument will never be optimal. Therefore, progressive steps are needed that place the peace deed as part of a whole dispute settlement system, not just a complement in civil law practice.

The novelty of this research lies in the integrative analysis of the notarial peace deed as an instrument that has a dual character: as an authentic deed in evidentiary law and as an agreement in contract law. This research not only confirms its evidentiary strength, but also criticizes its limitations in ensuring the implementation of the content of the agreement. The main novelty of this article is the emphasis on the need to strengthen legal mechanisms, such as limited homologation or simple juridical strengthening pathways, so that notarial peace deeds not only function as evidence, but also as a more effective dispute resolution instrument and provide comprehensive legal certainty.

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