

Juridical Review of the Civil Dispute Peace Deed Made Before Notary

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ABSTRACT

The purpose of this study was to determine the legal position of a civil dispute settlement agreement and to determine the role of a notary based on position in making a civil dispute settlement agreement. The research method uses descriptive methods to explain, describe, and describe in accordance with the problems that are closely related to this research, and comparative methods to find similarities and differences of opinion by experts to be used as a comparison. The results of the research The legal position of the Peace Deed made before a notary is an authentic deed, which has legal force that can be used as the strongest and most complete evidence. This peace deed guarantees the rights and obligations of the parties for the sake of certainty, order, and legal protection for interested parties in the civil dispute settlement process. Therefore, the peace deed is written evidence, the strongest and most complete and can make a real contribution to dispute resolution quickly and cheaply. The peace deed made before a notary has a legal standing against the court's decision as a complete means of proof and the authority of the notary in making a peace deed as his position as a public official authorized to make authentic deeds, the notary is also authorized to be a mediator as regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary (hereinafter referred to as the Notary Law) according to the Notary Law a notary may not.

Keywords: Civil, Dispute, Notary, UDD

1. INTRODUCTION

Civil dispute is a civil case in which there are at least two parties, namely the plaintiff and the defendant. If in the community there is a dispute that cannot be resolved by way of deliberation, then the party whose rights have been impaired can file a lawsuit. This party is called the plaintiff. The lawsuit is submitted to the Court which is authorized to resolve the dispute (Rochim & Sulistiyono, 2018). Based on the description above, the peace agreement resulting from the mediation process must be stated in written form (deed) to prevent default or the parties are absent from what has been agreed, because for such a decision an appeal cannot be made. This peace deed can be in the form of an underhand deed or an authentic deed made by a notary at the request of the parties or made before a notary by the parties (partij acte) (Endarto, 2010).

Peace must be made by all parties involved in the case and by people who have the power to do so, and it is determined by a peace deed which has legal force and is final (BASWEDAN, 2014). So before the case examination is carried out, the district court judge always seeks peace between the parties at trial. Judges must be able to provide understanding, instill awareness and confidence in the litigants, that the settlement of cases with peace is a better and wiser way of

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settling than being resolved by court decisions, both in terms of time, cost and energy used (Rahardianti & Son, 2020).

Peace is an agreement in which both parties surrender, promise or withhold an item, end a dispute that is currently dependent on or prevent a case from arising, and the peace agreement is not valid but must be made in writing. In a dispute there are always two or more conflicting parties in the settlement of the dispute, the parties may resolve it themselves without going through a court, for example they ask for help from relatives, community leaders, or other parties, in an effort to find a resolution to this dispute quite a lot of success (Ramadan, 2018). However, it often happens that in the future one of the parties violates the agreement that has been agreed upon, in order to avoid the recurrence of the same problem in the future, in practice the peace agreement is often carried out in writing, namely a peace agreement deed is made.

The definition of a peace agreement is an agreement in the name of both parties, by surrendering, promising or withholding an item, ending a case that is currently dependent or preventing a case from arising. This agreement is not valid, unless it is made in writing. In this peace, both parties release each other as their demands, in order to end a case that is currently dependent or to prevent a case from arising. In practice a peace agreement is a deed, because the agreement was deliberately made by the parties concerned to be used as evidence with the aim of resolving disputes (Harahap, 2017).

The peace treaty is also known as *dading*. The peace agreement is regulated in Articles 1851-1864 of the Civil Code. Peace is an agreement between two parties whose contents are to surrender, promise or hold an item, both parties may end a case that is being examined by the court to prevent a case from arising (Article 1851 of the Civil Code) (NUGROHO, nd). Another definition of peace is an agreement by which both parties on the basis of mutual understanding end an ongoing case or prevent a dispute from arising. So, in the agreement both parties must release some of their demands in order to prevent problems from arising. This agreement is called a formal agreement and must be written to be valid and binding according to a certain formality. Therefore, there must be reciprocity on the part of the litigants. There is no peace if one of the parties in a case relents entirely and fully acknowledges the demands of the opposing party (Umaroh et al., 2021). Based on the existence of peace between the two parties, the judge handed down his decision (*acte van vergelijk*), which contained punishment for both parties to fulfill the contents of the peace that had been made by them. The power of this peace decision is the same as an ordinary decision. The deed of peace has two forms, first, the deed of peace made based on the decision of the panel of judges in court as stated that if peace occurs, then regarding this, at the time of the trial, a deed must be drawn up, with the names of both parties required to fulfill the agreement made Therefore,

the letter (deed) is valid and will be carried out as an ordinary judge's decision. Such a deed is also known as an *acte van vergelijk*. The two peace deeds made outside the court without and/or not yet getting confirmation from the judge, which are so commonly known as *acte van dading* (Ester, 2009).

In the 1945 Constitution it is expressly stated that the Republic of Indonesia is a state of law, where the state and government provide and guarantee a sense of legal certainty for members of the community in certain fields, this task through law is given and entrusted to a notary and vice versa, the public must also believe that the notarial deed that is made provides legal certainty for its citizens in accordance with Article 15 (1) of Law Number 30 of 2004 concerning the Position of a Notary. Notaries are authorized to make authentic deeds regarding all actions, agreements and provisions required by laws and regulations and or desired by interested parties to be stated in an authentic deed, to guarantee the certainty of the date of making the deed, to keep the deed, to provide grosse, copies and quotations of the deed. This legal certainty, besides being authentic, a deed also has the power of proof, namely outwardly, formally and materially (Hutasoit et al., 2021).

A notary in accordance with his duties and authorities is a public official (*een openbaar ambtenaar*) who is authorized to make an authentic deed, as the strongest and most complete evidence. The things stated in an authentic deed must be accepted as required by laws and regulations, also because the contents of the authentic deed are the result of an agreement desired by the parties.

2. RESEARCH METHOD

This research uses a qualitative type of research method, namely by using a problem approach through a statutory approach. The sources and data collection used in this study are normative. The analysis used in this study, researchers used descriptive analysis method. to explain, describe, and describe in accordance with the problems that are closely related to this research, and comparative methods to look for similarities and differences of opinion by experts to be used as a comparison.

3. RESULTS AND DISCUSSION

The legal position of a deed of peace in a civil dispute made before a notary

The term deed in Dutch is called "deed" or "deed" and in English it is called "act" or "deed". According to Sudikno Mertokusumo, a deed is a signed letter containing events that form the basis of a right or an engagement, which was made from the beginning intentionally for proof.

According to Subekti, a deed is different from a letter, which is a writing that was deliberately made to be used as evidence about an event and signed (Murniati, 2015). Based on this opinion, it can be concluded that what is meant by a deed are:

- a. Actions (handeling) or legal actions (rechtshandeling)
- b. A writing that is made to be used/used as evidence of the legal action, namely in the form of writing that is submitted to prove something.

Article 165 of the Staatslad of 1941 Number 84 explains the definition of a deed as follows: A deed is a letter made by or before an authorized employee to make it sufficient evidence for both parties and their heirs as well as relating to other parties as a legal relationship, concerning everything mentioned in the letter as a notification of a direct relationship with the subject in the deed. MDeed is a signed letter, according to information about events or things that are the basis of an agreement. Article 1867 of the Civil Code states: Written evidence shall be carried out in authentic writings or with underhand writings.

Based on the above provisions, there are two kinds of deeds, namely authentic deeds and private deeds, which can be explained as follows:

a. Authentic

Deed An authentic deed is a deed made by an official who is authorized to do so by the authorities, according to the provisions that have been set, either with or without assistance from those concerned, an authentic deed mainly contains a statement from an official who explains what he did and saw in the office. in front of him. In Article 165 HIR and Article 285 RBG, an authentic deed is a deed made by or before an official who is authorized to do so, is complete evidence between the parties and their heirs and those who have rights thereof regarding what is contained therein and even as a mere notification, but the latter was only notified in relation to the matter in the deed. The officials referred to include notaries, clerks, bailiffs, civil registrar employees, judges and so on.

b. Underhanded

Deed An underhand deed is a deed made and signed by the parties who have agreed to the engagement or between interested parties only. Article 1874 of the Civil Code states that: "what is considered to be written under the hand is a deed signed under the hand, a letter, a register, a letter of household affairs and other writings made without the intercession of a public official".

Theoretically, according to Sudikno Mertokusumo, what is meant by an authentic deed is a letter or deed which from the beginning was intentionally officially made for proof. From the very beginning it meant that from the very beginning the purpose of the letter was to prove it at a later date in the event of a dispute, because there were letters that were accidentally made from the start

as evidence, such as ordinary correspondence letters, love letters and so on. It is said officially because it is not made under the hands (Palit, 2015).

Dogmatically (according to positive law) what is meant by an authentic deed is contained in Article 1868 of the Civil Code in conjunction with Article 165 HIR, 285 Rbg): An authentic deed is a deed whose form is determined by law (*welke in de wettelijke vorm is verleden*) and made by or before public officials (*door of ten overstaan van openbare ambtenaren*) who have the power to do so (*dartoe bevoegd*) at the place where the deed was made.

According to Mochammad Dja'is and RMJ Koosmargono Article 165 of the HIR relating to the authentic deed contains the following elements:

- a. Writing that contains;
- b. Facts, events, or circumstances that form the basis of a right or engagement;
- c. Signed by the parties concerned;
- d. With the intent to be evidence.

An authentic deed is a deed made and formalized in a form according to law, by or before a public official, authorized to do so, at the place where the deed was made.

Types of authentic deeds can be distinguished into:

a. Partij deed (deed of parties)

That is a deed that contains information (containing) what is desired by the parties concerned. For example, the parties concerned say that they sell/buy then the notary will formulate the will of the parties in a deed; Partij this deed has perfect evidentiary power for the parties concerned, including their heirs and those who receive rights from them. Article 1870 of the Civil Code is considered valid for this deed party. Regarding the strength of evidence against third parties is not regulated.

b. Ambtelijke deed or deed relaas or also called deed verbaal process.

Namely a deed that contains an official statement from the authorized official. So this deed only contains information from one party, namely the official who made it. This deed is considered to have the power of proof against everyone. Examples are Birth Certificates, Identity Cards, Certificates of Good Behavior and Marriage Certificates.

The difference between a party deed (partij deed) and an official deed (ambtelijke acte), are:

Partij deed:

- a. The initiative lies with the parties concerned;
- b. Contains information from the parties

Ambtelijke deed:

- a. The initiative lies with the officials;

- b. Contains a written statement from the official (ambtenaar) of the deed maker.

The power of perfect and binding proof contained in an authentic deed is a combination of several strengths contained in it. If one of the powers is defective, the authentic deed does not have the value of perfect proof (volledig) and binding (bindende). Therefore, to attach such a power value to an authentic deed, the strength of proof must be fulfilled in an integrated manner, which is called: An authentic deed has the following proving power:

a. Strength of External Evidence

An authentic deed that is shown must be considered and treated as an authentic deed, unless it can be proven otherwise, that the deed is not an authentic deed. As long as it cannot be proven otherwise, the deed has the strength of external evidence. That is, the truth must be accepted as an authentic deed. On the other hand, if the authenticity can be proven, the strength of the external evidence is lost or lost, so it cannot be accepted and assessed as an authentic deed.

In accordance with the principle of the strength of external evidence, judges and litigating parties are obliged to consider the authentic deeds as authentic deeds, until the opposing party can prove that the proposed deed is not an authentic deed because the opposing party can prove the existence of:

- a. Legal defects, because the official who made it is not authorized, or the signature of the official in it is fake, or
- b. The contents contained therein have undergone changes, either in the form of subtraction or addition of sentences.

From the explanation above, the power of proof outside of an authentic deed embeds the principle of the legal assumption that every authentic deed must be considered true as an authentic deed until the opposing party is able to prove otherwise. Strength of Formal Evidence The strength of formal evidence attached to an authentic deed is explained in Article 1871 of the Civil Code, that all information contained in it is true, given and submitted for signing to the official who made it. Therefore, all the information given by the signature in the authentic deed is considered correct as the information spoken and desired by the person concerned. The assumption that the truth contained therein is not only limited to the statement or statement contained in it is correct from the person who signed it but also includes the formal truth that is included by the official making the deed:

1. Regarding the date stated in it;
2. The date must be considered correct;
3. Based on the formal truth of the date, the date of making the deed can no longer be aborted by the parties and the judge.

The role of a notary in making a deed of peace in civil disputes

In the 1945 Constitution it is expressly stated that the Republic of Indonesia is a state of law, thus one of the most important tasks of the government is to provide and guarantee legal certainty for members of its community. In certain fields, this task is given by the government through law and entrusted to a notary and vice versa, the public must also believe that the notarial deed that is made provides legal certainty for its citizens, in accordance with Article 15 paragraph 1 of Law Number 30 of 2004 concerning Notary Position (Roesli et al., 2017).

Notaries are authorized to make authentic deeds regarding all actions, agreements and provisions required by laws and regulations and/or desired by the interested parties to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, storing the deed, providing grosse, copies and quotations of the deed. , all of which are as long as the making of the deed is not assigned or excluded to other officials or other people stipulated by law.

This legal certainty, in addition to the authenticity of a deed, has the power of proof, namely outwardly, formally and materially, including the ethics of a notary in carrying out his position. In carrying out their duties, notaries do not only carry out the work mandated by law while simultaneously carrying out a very important social function, namely being responsible for carrying out the trust given to the general public they serve, a notary must adhere to the notary code of ethics.

The existence of a code of ethics aims so that a profession can be carried out professionally with motivation and orientation to intellectual skills as well as arguing rationally and critically and upholding moral values. Notary services as part of service to the community must run parallel to the development of society in the future. The notary's accuracy, speed and skill are not only based on a formalistic point of view, but must be based on a professional perspective, so that efforts to improve the quality of notary services really bring positive results to the community.

According to the provisions of Article 1 of Law Number 30 of 2004 concerning Regulation of Notary Positions, it is stated that: "Notaries are public officials authorized to make authentic deeds and other authorities as referred to in this law". The main authority of a notary is to make an authentic deed as stated in article 1 paragraph (1) letter d of Law Number 30 of 2004, every authentic deed or notarial deed has three powers of proof, namely:

1) the power of external proof

is from the deed itself to prove itself as an authentic deed. This ability according to Article 1875 of the Civil Code cannot be granted to a deed made under the hand. A deed made under the new hand is valid if the parties who signed it acknowledge the truth of the signature.

2) Strength of Formal Evidence

With the power of formal proof, an authentic deed can prove:

- a. That the notary concerned has stated in the deed the descriptions of the parties as stated in the deed;
- b. The descriptions in the deed are true because they are carried out, made and witnessed by the notary himself in carrying out his duties;

The power of formal proof means that with an authentic deed the certainty of the date of the deed, the truth of the signatures contained in the deed, the identity of the people present, the place where the deed was made, and the truth between the parties who made the deed;

3) Strength of Material Evidence

As far as the strength of material evidence is concerned, even though there is a difference between the statements from the notary who are included in the deed and the statements of the parties listed therein. However, the authentic deed still proves the existence of something as contained in the deed. Therefore, the contents of the deed are considered to be proven as true against everyone. The strength of this evidence is regulated in Articles 1870, 1871, and 1875 of the Civil Code.

The granting of a notary's qualification as a general position is related to the notary's authority to make authentic deeds as long as the deeds are not assigned to other officials. According to Soegondo Notodisoerjo, a public official (*openbaar ambtenaar*), a person becomes a public official when appointed by the government and given the authority to serve the public in certain matters, because a notary exercises authority (*gezag*) from the government. According to the legal dictionary, one of the meanings of *Ambtenaren* is official. Thus *Openbare Ambtenaren* is an official who has duties related to the interests of the community so that *Openbare Ambtenaren* is defined as an official who is entrusted with the task of making authentic deeds that serve the interests of the community, and such qualifications are given to a notary. Notary institutions have an important role because they involve the need for interaction between humans who require written evidence in the field of civil law, so that it has authentic power. Given the importance of this institution, it must refer to the laws and regulations in the notarial sector, namely Law Number 30 of 2004. Law Number 30 of 2004 concerning Regulations on Notary Positions is included in the scope of organic laws and regulations, because it regulates Notary Positions. The material regulated in it is included in public law, so the provisions contained in it are coercive regulations (*dwingend recht*).

A notary who is authorized to make authentic deeds and is the only public official who is appointed and ordered by a general regulation or desired by the people concerned. Article 15 paragraph (1) of Law Number 30 of 2004 concerning the Law on Notary Positions explains that a

Notary has the authority to make an authentic deed regarding all acts, agreements and provisions required by legislation and or desired by the interested parties to be stated in the deed. authentic, guaranteeing the certainty of the date of making the deed, keeping the deed, providing grosse, copies and excerpts of the deed, all of this as long as the making of the deed is not assigned or excluded to other officials or other people as stipulated by law.

Based on the definition of Article 15 of the UUJN when it is associated with Article 1 of the Law on Notary Positions, it can be seen that:

- a. Notaries are public officials;
- b. A notary is an official authorized to make an authentic deed
- c. Deeds relating to the making, agreements and stipulations required by legislation and/or desired by the interested parties to be stated in an authentic deed;
- d. There is an obligation from a notary to guarantee the certainty of the date, keep the deed, provide grosse, copies and quotations.
- e. The making of the deeds is also assigned or excluded to other officials or other people as determined by law.

The authenticity of the notary deed is sourced from Article 1 paragraph (1) of the Law on Notary Positions no. 30 of 2004, namely the notary is used as a public official, so that the deed made by the notary in his position makes an authentic deed. The deed made by a notary has an authentic nature, not because the law applies so, but because the deed was made by or before a public official. This is as referred to in Article 1868 of the Civil Code which states that an authentic deed is a deed in the form determined by law, made by or before public officials in power for that purpose at the place where the deed was made.

Thus the elements contained in Article 1868 of the Civil Code are as follows:

- a. That the deed was drawn up and formalized in a form according to law;
- b. That the deed was made by or before a public official;
- c. That the deed was made before the person authorized to make it at the place where it was made.

Based on the provisions of Article 1 of the UUJN and Article 15 of the UUJN, it has been emphasized that the main task of a notary is to make an authentic deed and the authentic deed will provide the parties who make it a perfect proof. This can be seen as stated in Article 1870 of the Civil Code which states that an authentic deed provides between the parties and their heirs or those who have rights over them, a perfect proof of what is contained therein. In this context, the notary



profession has a significant meaning because the law gives him the authority to create perfect evidence, in the sense that what is stated in the authentic is basically considered true.

This is very important for members of the public who need evidence for a purpose, either for personal interest or for the benefit of a business. A notary is not only authorized to make an authentic deed in the sense of Verlijden, namely compiling, reading and signing and Verlijden in the sense of making a deed in the form determined by law as referred to in Article 1858 of the Civil Code, but also based on the provisions contained in Article 16 paragraph (1) letter d UUJN, namely there is an obligation on the Notary to provide services in accordance with the provisions of this law, unless there is a reason to refuse it. Notaries also provide legal advice and explanations regarding the provisions of the law to the parties concerned. There is a close relationship between the provisions regarding the form of the deed and the necessity of having an official who has the duty to carry it out, causing an obligation for the authorities, namely the government to appoint and appoint a notary.

In relation to the authority that must be possessed by a notary, he is only allowed to carry out his position in areas that have been determined and stipulated in the UUJN and in that legal area the notary has the authority. If the provisions are violated, the deed made by the Notary becomes invalid. GHS Lumban Tobing divides the authority possessed by Notaries into 4 (four) matters, namely as follows:

- a. Notary must be authorized as long as it concerns the deed made
- b. . b. A notary must be authorized as long as it concerns the people, for whose interest the deed was made
- c. The notary must be authorized as long as it concerns the place where the deed was made
- d. The notary must be authorized as long as the time of making the deed is concerned.

The four things mentioned above can be described as follows:

- a. Not all public officials can make all deeds, but a public official can only make certain deeds, namely those assigned or excluded to him based on statutory regulations;
- b. Notaries are not authorized to make deeds for the benefit of everyone. Article 52 paragraph (1) UUJN, for example, it has been determined that a notary is not allowed to make a deed for himself, his wife/husband, or another person who has a family relationship with a notary because of marriage or blood relations in a straight lineage down or up without restrictions. degrees, and sidelines up to the third degree, as well as being a party to oneself, or in a position or by means of power. The intent and purpose of this provision is to prevent the occurrence of impartial actions and abuse of office;



- c. For each notary, the area of his office is determined and only within the specified area of office is the notary authorized to make an authentic deed.
- d. A notary may not make a deed as long as the notary is still on leave or is dismissed from his position. Notaries are also not allowed to make a deed before taking office or before taking the oath.

If one of the above requirements is not met, then the deed made by the Notary is not authentic and only has the power of a deed made under the hand, if the deed is signed by the parties. The word Peace means the cessation of hostilities, non-hostility, non-hostile conditions, reconciliation, peace and security. Make peace, meaning to make amends, negotiate to resolve disputes. Reconcile or reconcile, meaning to resolve hostilities, negotiate in order to obtain agreement. The word peace is paired with the word be peaceful, be on good terms. The word reconcile, reconcile is matched with the word resolve peacefully. In Dutch, the word *dading* is translated into Indonesian as peace, deliberation. The word *vergelijk* is paired with the word agreement, deliberation or agreement, the agreement of both parties on the basis of mutual understanding to end a case.

Peace is an agreement in which both parties surrender, promise or withhold an item, end a dispute that is currently dependent on or prevent a case from arising, and the peace agreement is not valid but must be made in writing. In a dispute there are always two or more conflicting parties in the settlement of the dispute, the parties may resolve it themselves without going through a court, for example they ask for help from relatives, community leaders, or other parties, in an effort to find a resolution to this dispute quite a lot of success . However, it often happens that in the future one of the parties violates the agreement that has been agreed upon, in order to avoid the recurrence of the same problem in the future, in practice the peace agreement is often carried out in writing, namely a peace agreement deed is made.

The definition of a peace agreement is an agreement in the name of both parties, by surrendering, promising or withholding an item, ending a case that is currently dependent or preventing a case from arising. This agreement is not valid, unless it is made in writing. In this peace, both parties release each other as their demands, in order to end a case that is currently dependent or to prevent a case from arising. In practice, a peace agreement is a deed, because the agreement was deliberately made by the parties concerned to be used as evidence with the aim of resolving disputes.

The peace treaty is also known as *dading*. The peace agreement is regulated in Articles 1851-1864 of the Civil Code. Peace is an agreement between two parties whose contents are to

surrender, promise or withhold an item, both parties may end a case that is being examined by the court to prevent a case from arising (Article 1851 of the Civil Code). Another definition of peace is an agreement by which both parties on the basis of mutual understanding end an ongoing case or prevent a dispute from arising. So, in the agreement both parties must release some of their demands in order to prevent problems from arising. This agreement is called a formal agreement and must be written to be valid and binding according to a certain formality. Therefore, there must be reciprocity on the part of the litigants. There is no peace if one of the parties in a case gives in entirely and acknowledges the demands of the opposing party entirely.

Regarding peace, it is regulated in Article 1851 to Article 1864 of the Civil Code. Understanding peace, Article 1851 formulates peace, namely an agreement in which both parties, by surrendering, promising or withholding an item, end a case that is currently dependent or prevent a case from arising. From the previous formulation, it can be concluded that peace is an agreement agreed by both parties with the aim of ending a case that is in process, or to prevent a case from arising. According to Subekti, peace is a formal agreement, because it is held according to a certain formality, otherwise the peace is not binding and invalid.

The elements of peace and the conditions for these elements are contained in the Civil Code Articles 1851 and 130 HIR. Of the two articles, there are four elements, namely:

1. There is agreement by both parties

. In peace, both parties must mutually agree and voluntarily end the dispute. Approval may not only come from one side or from a judge, so that the agreement as regulated in Article 1320 of the Civil Code:

1. There is a voluntary agreement (toestemming).
2. It is enough for both parties to make an agreement (bekwaamheid).
3. An agreement is made on a certain subject (bepaalde onderwerp).
4. On the basis of permissible reasons (geoorloofde oorzaak).

Therefore, in an agreement there should be no defects in any elements, such as errors/mistakes (dwaling), coercion (dwang), fraud (bedrog). Whereas in article 1859 of the Civil Code, peace can be canceled if there is an error regarding the person, and regarding the subject in dispute. Then in article 1860 it is stated that several factors are misunderstanding of peace, such as misunderstanding about the situation of the case, and misunderstanding about an invalid right.

2. Both parties agree to end the dispute

A peace that does not completely end the dispute between the two parties is considered ineligible. Decisions like this are invalid and not binding on both parties. Peace is valid and binding if it is being disputed, it can be terminated by the peace concerned.

3. The contents of the agreement to deliver, promise or hold an item in writing.

A peace agreement is not valid if it is in oral form and must be in writing and is usually coercive (imperative). The purpose of holding a written peace agreement is to serve as evidence for the parties to be presented before a judge. When viewed from the form of a peace agreement, two forms of peace agreement can be distinguished, namely a peace decision and a peace deed.

4. The dispute is being investigated or to prevent a case (dispute) from arising.

The settlement must be based on the dispute that is being examined, because according to Article 1851 of the Civil Code the dispute is already in the form of a case dispute in court and it is a real form of a civil dispute that will be submitted to the court, so that the peace made by the parties prevents disputes from occurring in court.

4. CONCLUSION

The legal position of the Peace Deed made before a notary is an authentic deed, which has legal force that can be used as the strongest and most complete evidence. This peace deed guarantees the rights and obligations of the parties for the sake of certainty, order, and legal protection for interested parties in the civil dispute settlement process. Therefore, the peace deed is written evidence, the strongest and most complete and can make a real contribution to dispute resolution quickly and cheaply. The peace deed made before a notary has a legal standing against the court's decision as a complete means of proof.

The authority of a notary in making a deed of peace as his position as a public official who is authorized to make an authentic deed, a notary is also authorized to be a mediator as regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary (hereinafter referred to as the Notary Law)) According to the Notary Law, a notary may not

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