

Analysis of the Mediator's Role in Resolving Default Cases: A Case Study of Loan Agreements Secured by Land Title Certificates

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ABSTRACT

This study examines the effectiveness of mediation in resolving breach of contract disputes arising from loan agreements secured by land title certificates. The primary focus of this research is to analyze the impact of mediation on both disputing parties and to identify the legal implications of the mediation outcomes. The methodology employed is a normative legal approach, supported by descriptive-analytical analysis of primary data in the form of legal regulations concerning mediation and default cases, as well as secondary data obtained from journals, books, and recent legal articles. The findings indicate that mediation is an effective alternative dispute resolution method, as it reduces costs, time, and the potential for damaged relationships between the parties. Furthermore, the role of the mediator as a neutral party is proven to be crucial in fostering a conducive atmosphere and assisting the parties in reaching a fair agreement. However, the effectiveness of mediation can be hindered by the public's lack of understanding of mediation procedures and the limited skills of mediators. Therefore, this study recommends improving the quality of mediators through continuous training and enhancing public legal awareness so that mediation can become the primary option for resolving breach of contract disputes.

Keywords: Mediation; Breach of Contract; Loan Agreement; Land Title Certificate; Mediation Effectiveness

INTRODUCTION

In civil law, mediators play an important role in resolving disputes peacefully outside the court. This is especially true in resolving breach of contract cases, where one of the parties in an agreement fails to fulfill their obligations as previously agreed (Kalila et al., 2025). In the context of civil law, breach of contract occurs when a debtor fails to perform the obligation properly, delays performance, performs inconsistently with the agreement, or performs defectively (Putri & Dalimunthe, 2023). The elements of breach of contract include the existence of a valid agreement, negligence or willful misconduct by the party failing to fulfill obligations, and losses suffered by the other party as a result of the breach (Setiawan, 2021).

In loan agreements, forms of breach of contract may include delayed payment, payment that does not match the agreed amount, or total failure to fulfill payment obligations. Additionally, breaches can occur if the debtor fails to fulfill additional obligations agreed upon in the contract, such as interest payments, penalties, or administrative fees. For example, in Decision No. 454/Pdt.G/2014/PN.Mdn, the defendant failed to repay the loan and disappeared without notice, which constitutes a breach in a loan agreement with land certificate collateral (Pakpahan, 2016).

The legal consequences of breach of contract may include an obligation for the debtor to pay damages, cancellation of the contract, risk transfer, and litigation costs if the dispute proceeds to court (Atmoko, 2023). According to Pasaribu et al. (2020), breach in loan agreements can cause losses for creditors and requires appropriate legal resolution.

Loan agreements secured with land title certificates are a common practice in financial transactions in Indonesia. The legal basis for such agreements is found in the Indonesian Civil Code (KUHPerdata), specifically Articles 1131 and 1132, which state that all of a debtor's assets, whether movable or immovable, may be used as collateral for debt repayment. Land certificates as collateral provide legal certainty for creditors because land is a valuable and stable economic asset (Saragih & Tarina, 2024). However, it is important to note that for land certificates to have legal power as collateral, a security right (hak tanggungan) must be registered in accordance with applicable regulations. If not registered, the creditor does not hold a preferential status and therefore lacks the privilege in debt repayment.

Mediation is a dispute resolution method involving a neutral third party, called a mediator, who helps disputing parties reach a peaceful agreement. The principles of mediation include voluntariness, confidentiality, neutrality, and equality. The process aims to reach a mutually beneficial solution without undergoing lengthy and costly litigation. In the context of loan disputes, mediation can be an effective alternative to resolve conflicts without going through complicated court proceedings (Rafli et al., 2025).

The mediator's role is crucial as a facilitator who aids communication between the disputing parties. The mediator has no authority to decide the outcome but helps the parties find the best solution that is mutually acceptable (Faizal & Indratirini, 2024). With the mediator's assistance, the parties can more easily reach a fair and satisfactory agreement. Additionally, mediation can preserve good relationships between disputing parties, which may be important for future cooperation.

The legal foundation of mediation in Indonesia is regulated under the Supreme Court Regulation (PERMA) No. 1 of 2016 on Mediation Procedures in Court. This regulation mandates that mediation must be pursued as the initial step in resolving civil cases in court. Mediators involved may be certified judge-mediators or legally recognized non-judge mediators. The main objective of this regulation is to reduce the backlog of court cases and promote peaceful dispute resolution (Puspasari et al., 2021).

In cases of loan agreements with land certificate collateral, mediation can be an effective step to resolve disputes arising from breach of contract. Through mediation, debtors and creditors can negotiate agreements beneficial to both parties, such as rescheduling payments or reducing interest burdens. The fast and efficient mediation process can prevent the parties from undergoing long and costly litigation (Ramadhan & Bachri, 2025).

The application of mediation as a dispute resolution method is expected to create balanced justice, accelerate the problem-solving process, and strengthen good relationships between disputing parties. Mediation also allows parties to find more creative and tailored solutions according to their respective needs, which can reduce the potential for prolonged conflict (Rahmadhani et al., 2025).

Moreover, mediation has the advantage of confidentiality, where the process and outcomes are not published, thus preserving the privacy of the parties. This is different from litigation, which is open to the public. Therefore, mediation can be a more desirable option for parties wishing to maintain their reputation and business relationships (Rasyid & Lubis, 2024).

Mediation as an alternative dispute resolution offers many benefits, including time and cost efficiency, flexibility in reaching agreements, and the preservation of good relations between parties. Thus, mediation should be considered a primary solution in resolving disputes involving loan agreements secured by land title certificates.

Peaceful dispute resolution through mediation plays a vital role in maintaining good relationships between disputing parties and reducing the burden on the judicial system. Mediation offers faster, more efficient, and more cost-effective solutions compared to litigation. It also allows the parties to reach mutually beneficial agreements while maintaining the confidentiality of their issues. According to Wijaya et al. (2024), mediation can be an effective alternative in resolving civil disputes, including breach of contract cases in loan agreements.

Cases of breach of loan agreements with land title collateral are common in Indonesia. Breach occurs when the debtor fails to fulfill obligations as agreed, such as failing to make timely payments or

not paying at all. In loan agreements with land certificate collateral, it is essential to register the security right (hak tanggungan) so that the creditor has legal certainty and priority in debt repayment. Research by Lesmana (2022) shows that if the security right is not registered, the creditor does not have preferential status and thus lacks privilege in debt repayment.

The importance of mediation in resolving breach of contract lies in its ability to reach an agreement without going through long and costly court proceedings. Mediation allows parties to negotiate directly with the assistance of a neutral mediator, resulting in solutions that better align with both parties' needs and interests. Nainggolan et al. (2024) emphasize that mediation can reduce court burdens and provide more flexible solutions for disputing parties.

In addition, mediation can help reduce future conflicts by improving communication and relationships between parties. In the context of loan agreements with land certificate collateral, mediation can help find fair solutions for both parties, such as debt restructuring or payment rescheduling. Akbar et al. (2023) show that mediation can be an effective alternative in resolving breach of contract disputes without lengthy court procedures.

Thus, peaceful dispute resolution through mediation is crucial in addressing breach of contract cases in loan agreements secured by land title certificates. Mediation not only provides efficient and cost-effective solutions but also helps maintain good relationships between parties and reduces the burden on the judiciary. Therefore, mediation should be considered the primary alternative in resolving civil disputes in Indonesia.

Based on the above background, the formulation of the research problems is as follows: (1) How effective is the mediator's role in resolving civil disputes outside the court, and what factors influence its success? (2) What challenges do mediators face in maintaining neutrality and facilitating constructive communication between disputing parties?

METHODS

This study employs a normative legal research method, focusing on the examination of statutory regulations, legal doctrines, and court decisions related to the resolution of breach of contract cases through mediation. This method is chosen because the research aims to analyze applicable legal concepts (Efendi et al., 2022), including the role of mediators in resolving breach of contract disputes in loan agreements secured by land title certificates. This approach is also relevant for identifying the success factors and obstacles encountered in the mediation process based on the existing legal framework.

The research utilizes both a statute approach and a case approach. The statute approach involves the review of various regulations related to mediation, such as Supreme Court Regulation (PERMA) No. 1 of 2016 on Mediation Procedures in Court and the Indonesian Civil Code (KUHPerdata), particularly those articles governing breach of contract in loan agreements. The case approach is applied to analyze relevant court decisions in order to understand how legal norms are implemented in practice, including the specific roles mediators play in facilitating agreements between disputing parties.

The sources of data used in this study consist of primary and secondary data. Primary data include applicable legal instruments, such as the Civil Code and PERMA No. 1 of 2016, as well as court rulings related to breach of contract cases in loan agreements. Meanwhile, secondary data are obtained from academic journals, legal textbooks, scholarly articles, and other relevant literature sources. These secondary materials are used to support the analysis of legal concepts, mediation theories, and the practical application of dispute resolution through mediation.

The technique of data analysis employed is qualitative analysis using a descriptive-analytical approach. Through this method, the collected data are analyzed systematically to identify patterns, relationships, and meanings within the information gathered. The descriptive-analytical approach is used to provide an in-depth description of the research findings and to interpret how regulations and mediation practices are applied in resolving breach of contract cases.

RESULT AND DISCUSSION

In resolving breach of contract cases related to loan agreements secured by land title certificates, the role of the mediator has proven to be highly significant, as reflected in several peace settlement decisions (*Akta van Dading*) described below. In resolving breach of contract cases related to loan agreements secured by land certificates, the role of the mediator has proven to be highly significant, as reflected in several settlement decisions (*Akta van Dading*) presented below. Descriptions of selected decisions are provided in Table 1.

Table 1. Settlement Decisions on Loan Agreements Secured by Land Certificates

Decision	Description	Amar	Conclusion
Decision Number 29/Pdt.G.S/2019/PN Unr which was decided on November 6, 2019 by the Ungaran District Court	In this case, the parties agreed to make peace and stated the agreement in the van dading deed	The ruling states that if the defendant does not fulfill his obligations according to the specified time limit, then he is willing to hand over the land and building on Certificate of Ownership (SHM) No. 422 voluntarily and is vacant.	This decision demonstrates the success of the mediation process in encouraging the parties to resolve the dispute peacefully.
Decision Number 4/Pdt.G.S/2021/PN Rah which was decided by the Raha District Court on November 15, 2021	Settlement of default through peace mechanisms	The verdict stated that the defendant had committed a breach of contract in the debt agreement with collateral, and ordered the defendant to pay off all arrears in accordance with the agreement.	The mediation process helps to resolve conflicts and reconcile the interests of the parties.
Decision Number 1/Pdt.G.S/2019/PN SRL which was decided on February 14, 2019 by the Sarolangun District Court	Confirms the validity of the debt and receivables agreement with the guarantee of the land certificate and states that the legal relationship between the parties remains valid	-	This settlement also shows that mediation plays a role in preventing prolonged conflict, because the parties prefer to resolve disputes peacefully and under clear legal conditions.
Decision Number 40/Pdt.G/2020/PN Pkb from the Pangkalan Balai District Court which was decided on April 12, 2021	The default dispute related to the debt agreement with land certificate guarantee was resolved through a peace deed. The parties resolved the breach of contract dispute peacefully through mediation, then the agreement was ratified by the court in the form of a van dading.	The 288erdict affirms the parties' agreement to end the dispute peacefully, indicating the success of the mediation process in creating a win-win solution.	The default dispute related to the loan agreement with land certificate guarantee was resolved through a peace agreement set out in a peace deed.
Decision Number 104/Pdt.Bth/2015/PN Pt ⁱ June 2, 2016	-	-	In this case, the parties agreed to resolve the default problem through a peaceful mechanism with the assistance of mediation, which was then strengthened in the form of a deed of van dading by the court.

Based on the table above, it can be explained as follows, one example of a case resolved through a peace agreement is Decision No. 29/Pdt.G.S/2019/PN Unr, rendered on November 6, 2019, by the Ungaran District Court. In this case, the parties agreed to settle the dispute and recorded their agreement in an *Akta van Dading*. The ruling stated that if the defendant failed to fulfill the obligations within the

stipulated timeframe, they would voluntarily surrender the land and building under Land Certificate (SHM) No. 422, in a vacant and unoccupied condition. This decision demonstrates the success of the mediation process in encouraging parties to resolve their dispute amicably. Another case is Decision No. 4/Pdt.G.S/2021/PN Rah, decided by the Raha District Court on November 15, 2021. This case also exemplifies the resolution of a breach of contract through a peace mechanism. The verdict established that the defendant had committed a breach of a secured loan agreement and ordered full repayment of the outstanding debt according to the contract. Mediation in this case played a crucial role in clarifying the conflict and aligning the interests of both parties.

Decision No. 1/Pdt.G.S/2019/PN SRL, issued on February 14, 2019, by the Sarolangun District Court, confirmed the legal validity of the loan agreement with land title collateral and affirmed the ongoing legal relationship between the parties. This case further illustrates how mediation helps prevent prolonged conflict by enabling the parties to resolve the dispute peacefully and within a clear legal framework.

Decision No. 40/Pdt.G/2020/PN Pkb from the Pangkalan Balai District Court, decided on April 12, 2021, is also noteworthy. The breach of contract dispute concerning a loan agreement with land title collateral was settled through a peace agreement. The judgment confirmed the parties' mutual decision to end the dispute amicably, highlighting the success of the mediation process in creating a win-win resolution.

Finally, Decision No. 104/Pdt.Bth/2015/PN Pt from the Pati District Court, rendered on June 2, 2016, demonstrates a similar pattern. In this case, the parties agreed to resolve the breach of contract through a peaceful mechanism with the assistance of a mediator, which was later formalized into an *Akta van Dading* by the court.

These five cases provide tangible evidence that mediation and peace agreements (*Akta van Dading*) are vital instruments in the resolution of civil disputes, particularly in breach of contract cases involving loan agreements secured by land title certificates. Mediators act as neutral facilitators who promote communication, uncover the parties' interests, and guide them toward a fair and legally binding resolution.

Breach of Contract Cases in Loan Agreements Secured by Land Title Certificates

Breach of contract cases in loan agreements secured by land title certificates are often a source of complex legal disputes in Indonesia. Typically, the chronology of such cases begins with an agreement between the creditor and the debtor, in which the debtor pledges a land certificate as collateral for the loan received. However, when the debtor fails to fulfill their obligations such as by not making installment payments on time or failing to repay the loan in accordance with the agreement a breach occurs, triggering conflict between the two parties (Nugroho, 2020).

The parties involved in such cases generally include the creditor (lender), the debtor (borrower), and third parties such as a notary (who authenticates the agreement) and a mediator (who may become involved in the dispute resolution process). Understanding the role of each party is essential to comprehending the case dynamics and determining the appropriate resolution strategies (Hadiyanto & Prasetyo, 2022).

The contents of a loan agreement usually cover the loan amount, repayment period, interest rate, and provisions concerning the collateral. Land certificates used as collateral must meet specific legal procedures, such as the registration of a mortgage (*hak tanggungan*), to ensure their legality and enforceability. However, in practice, many cases involve land certificates used as collateral without being properly registered as a mortgage, which can lead to legal complications when a breach occurs (Wijaya et al., 2024).

Common forms of breach include delayed payments, partial or incorrect payments, or outright refusal to repay the debt even after it has matured. These acts of non-performance entitle the creditor to demand specific performance, compensation, or even the termination of the agreement in accordance with applicable legal provisions (Wahyuni et al., 2021; Salim, 2020).

Before pursuing litigation, parties typically engage in preliminary efforts such as direct negotiations or formal warnings (*somasi*) (Sriwidodo & Kristiawanto, 2021). If these efforts fail to

produce a resolution, mediation becomes a viable alternative. Mediation offers a more flexible solution and can reduce the burden on the judiciary (Muhammad, 2024).

The role of the mediator in resolving breach of contract disputes is highly significant. The mediator functions as a neutral third party who facilitates communication between the creditor and the debtor to help them reach a peaceful agreement. The mediator's ability to manage the process, understand the legal issues, and maintain neutrality has a direct impact on the success of the mediation.

Key principles of mediation such as confidentiality, voluntariness, empowerment, neutrality, and the pursuit of tailored solutions must be upheld throughout the process (Ridho, 2022). Adhering to these principles helps to create a conducive environment for the parties to arrive at mutually beneficial resolutions.

The legal basis for mediation in Indonesia, as stipulated in Supreme Court Regulation No. 1 of 2016, provides a comprehensive framework for court-annexed mediation. This regulation emphasizes the importance of attempting mediation as a preliminary step before proceeding to full litigation, with the aim of alleviating court caseloads and encouraging more efficient dispute resolution.

The outcome of the mediation process may take the form of a written settlement agreement that holds binding legal force. If the mediation is successful, the parties can avoid the time and expense of litigation. However, if mediation fails, the dispute will proceed to court. The success of mediation largely depends on the willingness and good faith of the parties to compromise, as well as the mediator's competence in facilitating the process (Kalila et al., 2025).

The impact of resolving disputes through mediation extends beyond the parties directly involved. Effective mediation can reduce the judiciary's workload, expedite case resolution, and minimize litigation costs for both parties. Moreover, it can preserve relationships between the disputing parties, which may otherwise deteriorate if the matter were settled through adversarial litigation.

Mediation Process in Dispute Resolution

Mediation has become a primary alternative in the resolution of civil disputes, including breach of contract cases arising from loan agreements secured by land title certificates. The mediation process offers a peaceful solution that benefits both parties without requiring a lengthy and costly litigation process. Mediation is a reconciliation mechanism facilitated by a mediator who serves as a communication facilitator between the disputing parties.

The initial stage of mediation begins with the submission of a request by one or both of the disputing parties. This request may be filed prior to the case being brought to court or as part of an ongoing litigation process. Supreme Court Regulation No. 1 of 2016 mandates that mediation must be attempted before proceeding to formal court hearings (Puspasari et al., 2021). At this stage, the requesting party identifies the core issues and objectives to be achieved through mediation.

Once the mediation is agreed upon, a neutral and competent mediator is appointed to facilitate dialogue between the two parties. The mediator may be a certified judge or a non-judge mediator recognized by a mediation institution. Mutual agreement on the mediator's appointment is essential to maintaining trust and comfort during the mediation process.

The mediator then explains the mediation procedures, including the rights and obligations of the parties, the mediator's role, and core principles such as confidentiality, neutrality, and voluntariness. This clarification ensures that both parties understand that any decision reached is voluntary and not imposed.

At this point, the mediator gathers information from each party regarding the root causes of the dispute and their respective interests. The mediator plays an active role in listening to complaints, arguments, and expectations from both sides in order to identify common ground that can serve as the basis for resolving the dispute.

Once the mediator fully understands the issues and interests involved, they assist in creating a conducive atmosphere for negotiation. The mediator encourages the disputing parties to propose solutions they consider fair and conducive to reaching an agreement. At this stage, the mediator may also offer input or propose alternative solutions in accordance with applicable legal provisions (Suwanto & Irianto, 2024).

If an agreement is reached, the mediator assists the parties in formalizing the negotiation outcomes into a written settlement. This document outlines the agreed-upon points and carries legally binding force. The agreement may be submitted to the court for homologation, thus granting it enforceable legal status.

This stage then focuses on the implementation of the agreement. The mediator may play a role in ensuring that both parties comply with the terms as stipulated. If a party fails to fulfill the terms of the agreement, the aggrieved party may petition the court to enforce the settlement.

Evaluation constitutes the final stage of the mediation process, aimed at assessing the success or failure of the proceedings. The mediator may conduct a joint evaluation with the parties to identify successful elements, encountered challenges, and potential improvements for future mediation processes (Maulana, 2023). This stage also serves as an opportunity to ensure that amicable relations between the parties are preserved despite differing viewpoints during the dispute resolution.

By following a systematic procedure and relying on the effective role of the mediator, mediation has the potential to be a more efficient, expedient, and harmonious method of resolving disputes. Research by Rafli et al. (2025) indicates that mediation can serve as an effective solution for resolving conflicts without the need for complex litigation procedures.

Success Factors and Challenges in Mediation

Mediation has increasingly been recognized as an effective alternative dispute resolution mechanism within modern judicial systems. Its success is influenced by various interrelated factors. One of the primary determinants is the competence of the mediator. Mediators who possess strong communication skills, a deep understanding of legal principles, and conflict management abilities are more likely to succeed in facilitating agreements between disputing parties. Research by Lailiyah (2022) indicates that the mediator's ability to communicate and manage issues plays a vital role in reaching common ground between the parties.

In addition to mediator competence, adequate facilities and infrastructure also contribute significantly to the success of mediation. A representative and comfortable mediation room can create a conducive atmosphere for discussion and agreement. Another essential factor is the awareness and good faith of the disputing parties. When parties are genuinely willing to resolve their conflict peacefully, mediation is more likely to succeed. Awareness of the negative impact of prolonged conflict encourages greater openness to collaborative problem-solving.

Despite its potential, mediation is not without challenges. One major obstacle is the absence or unwillingness of parties to participate in the process. If one party refuses to attend, the mediation may become ineffective and ultimately fail to reach a resolution. In the Probolinggo District Court, mediators reported failed mediations due to the egos of parties who had no intention of reconciling, as well as disparities in comprehension and educational background (Aini, 2023).

Another challenge is the limited number of competent and certified mediators. In some courts, the small number of available mediators results in excessive caseloads, preventing mediators from dedicating sufficient attention to each case. For instance, in the Pasuruan Religious Court, out of 3,170 cases filed in 2021, only eight judge-mediators and one non-judge mediator were available—each handling over 100 cases annually (Rizkq et al., 2022).

Time constraints also hinder the mediation process. Although Supreme Court Regulation No. 1 of 2016 allows for a 30-day mediation period, in practice, mediation sessions often last only five working days. This limited time is often insufficient to reach agreement, particularly in complex disputes.

A further issue is the lack of public understanding and awareness regarding the benefits of mediation. Many disputants prefer litigation simply because they lack information about mediation procedures and their advantages. Therefore, increased outreach and education are needed to enhance participation and success rates.

To address these challenges, efforts should be made to enhance mediator competence through proper training and certification. Increasing the number of professional mediators can reduce workload and improve mediation quality. Improved facilities and supporting infrastructure are also essential to creating an environment conducive to effective mediation.

Raising public awareness and understanding of mediation as an alternative dispute resolution mechanism is equally important. Effective outreach can encourage parties to be more open to the mediation process and appreciate its benefits over litigation. Consequently, mediation can become a more effective solution for dispute resolution, reduce the burden on the judiciary, and foster sustainable peace.

In conclusion, the success of mediation depends on multiple factors, including mediator competence, adequate facilities, and the goodwill of the parties involved. However, obstacles such as party absenteeism, a shortage of qualified mediators, time limitations, and limited public understanding can hinder the process. Therefore, collaborative efforts among the government, judiciary, and the public are necessary to optimize the role of mediation in dispute resolution.

Analysis of Mediation Effectiveness in Breach of Contract Cases

Mediation has long been recognized as an alternative dispute resolution method that offers a collaborative approach compared to the often adversarial nature of litigation. In the context of breach of contract cases, particularly those involving loan agreements secured by land title certificates, mediation plays a crucial role in facilitating peaceful solutions acceptable to both parties. The effectiveness of mediation in this context depends not only on the process itself but also on its impact on the parties involved and its legal implications.

One of the positive effects of mediation is its ability to reduce the emotional and financial burdens typically associated with litigation. The parties can save time and costs while preserving their relationship. Studies have shown that mediation provides a space for the parties to negotiate directly, which increases the likelihood of reaching mutually beneficial agreements. However, the effectiveness of mediation is not always optimal. Several factors may hinder the success of mediation, such as a lack of understanding of the mediation process, mistrust between the parties, or the absence of one party during mediation sessions (Patawari, 2025). Research by Ridho (2022) at the Pekanbaru District Court reveals that mediation does not always proceed smoothly, especially when no agreement is reached between the parties.

Moreover, the competence and neutrality of the mediator are critical to the mediation process. A well-trained and impartial mediator can help the parties arrive at a fair and satisfactory settlement. On the other hand, a mediator who lacks competence or is perceived as biased may undermine the parties' trust in the process, thereby reducing the chances of success.

From a legal standpoint, a successful mediation resulting in a settlement agreement carries significant implications. The agreement can be formalized into a *peace deed (akta perdamaian)* that holds legal binding force, thereby obligating both parties to comply with its terms (Gustami & Marpaung, 2024). This ensures legal certainty and can prevent similar disputes from arising in the future.

However, if mediation fails to produce an agreement, the parties must proceed with dispute resolution through litigation. This results in additional time and financial costs, as well as the potential deterioration of the parties' relationship. Therefore, it is essential that both parties participate actively and in good faith during the mediation process to increase the likelihood of success.

It is also important to note that although mediation offers many advantages, not all cases are suitable for resolution through mediation. Certain disputes may require litigation, particularly those involving complex legal issues or when one party is unwilling to compromise.

In conclusion, mediation in breach of contract cases can serve as an effective tool for achieving fair and efficient resolutions. However, its success is highly dependent on various factors, including the preparedness and goodwill of the parties, the competence of the mediator, and adequate support from the legal system. By understanding and addressing these challenges, mediation can become a more humane and effective alternative to litigation.

CONCLUSION

Mediation has proven to be an effective alternative for resolving breach of contract disputes, particularly those involving loan agreements secured by land title certificates. Its effectiveness lies in its ability to offer faster, more cost-efficient solutions while preserving the relationship between the parties. Mediation provides a space for the parties to negotiate directly with the assistance of a mediator, enabling them to reach flexible agreements that are tailored to their individual needs. In this regard, mediation plays a crucial role in preventing prolonged conflict and reducing the burden on the judicial system.

The role of the mediator is a key factor in the success of the mediation process. As a neutral third party, the mediator facilitates a constructive dialogue, helps the parties identify their respective interests, and proposes fair and balanced solutions. Mediators with strong communication skills, deep legal understanding, and the ability to manage the emotions of disputing parties significantly increase the chances of a successful outcome. Therefore, selecting a professional and experienced mediator is essential to achieving optimal results in dispute resolution.

Despite its many advantages, mediation still faces challenges that may hinder its success. Issues such as the public's limited understanding of mediation procedures, lack of trust in the process, and the absence of one party during sessions are common obstacles. Thus, efforts are needed to improve public awareness of the benefits and mechanisms of mediation, encouraging more parties to choose this path when facing disputes.

To enhance the effectiveness of mediation, it is recommended that mediator competencies be improved through continuous training. Such training should cover effective communication techniques, conflict resolution strategies, and a solid understanding of the legal aspects of breach of contract disputes. With better-qualified mediators, the mediation process can be conducted more professionally and produce fair, legally sound outcomes.

In addition, legal education and outreach to the public regarding mediation procedures and benefits are crucial. These efforts can be carried out through collaboration between the judiciary, local governments, and civil society organizations. With a greater understanding of mediation, the public will be more inclined to consider it as a first step in resolving disputes, fostering a culture of effective and equitable conflict resolution.

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