

Juridical Analysis of Decision of Lawsuit Revocation With The Agreement of Defendant At Sharia Court of Banda Aceh

Rudanto, Darmawan, Ilyas

Law Faculty of Syiah Kuala University, Indonesia

Law Faculty of Syiah Kuala University, Indonesia

Abstract: In article 271 RV, it states that the plaintiff may withdraw his case, the revocation of the case can be held before the response. After the response was given, the revocation will be approved with the agreement of the defendant. The regulation of this article to protect the need of the defendant's right in order to make the plaintiff does not arbitrarily act to the defendant. In reality in the Sharia Court of Banda Aceh, after the law revocation has been decided by both of the plaintiff and the defendant to end the dispute through the reconciliation with the agreement of the defendant, the complainant revoke his suit. This research used normative law research with qualitative analysis which is supported by the empirical law consisted of secondary data. The result of this research shows that the determination of on the suit revocation with the agreement of the defendant was not the revocation through the peace deed but through pure revocation. Further, previous judge do not follow the regulation in which each agreement held in the court, the judge should make the revocation deed (pea deed). The judge who handles the shared assets distribution did not check whether the case has been inspected and decided on the previous verdict.

Keywords: Decision, Suit Revocation, Agreement, Sharia Court of Banda Aceh

Date of Submission: 15-01-2020

Date of Acceptance: 03-02-2020

I. Introduction

Discontinuance or voluntary dismissal is one of the legal issues that may arise in a litigation process before the court, whereas the plaintiff withdraws the proceeding lawsuit. The reason for dismissal varies, it may be because the filed claim does not satisfy the parties' needs, or perhaps the arguments are unlawful and so forth.¹

It is possible that the plaintiff made an error or forgot to point an important matter in their claim. Thus, it is necessary to withdraw or changes the claim, which has been submitted to the court. Therefore, the plaintiff has the right to withdraw their claim. Another possibility, as a human, it is plausible that when composing a claim, the plaintiff feels the needs to add additional items in the claim. For this reason the plaintiff withdraws their claim.²

Article 127 RV states that dismissal is a plaintiff's right, which can be exercised when their rights and duties are disturbed or harmed. Consequently, it is accepted for the plaintiff to withdraw the claim, if their rights and duties are not damaged. The dismissal is the plaintiff's absolute right, provided that the hearing has not yet started. Based on these reasons, the law grants a full right to the plaintiff to withdraw the claim even without the defendant's consent.³ However, if the defendant agrees to dismiss the claim, the judges must issue a ruling and certificate of dismissal. Therefore, the settlement between the plaintiff and the defendant becomes final (ended).⁴

Naturally, since the dismissal has ended the dispute, it is inconsequential whether the dismissal comes from a claim that has been heard or not. Because the dismissal is final, there is no need for the defendant's consent. This kind of dismissal is considered as *ex-parte*.⁵

Regarding the defendant's consent for the dismissal, it may be constructed and illustrated with peaceful dispute resolution found in Article 130 HIR, which states that peace is an agreement between the plaintiff and

¹Abdulkadir Muhammad, *Hukum Acara Perdata Indonesia*, Citra Aditya Bakti, Bandung, 1992, 72.

²Sudikno Mertokusumo, *Hukum Acara Perdata Pengadilan Negeri*, Cet. Pertama, Penerbit Bina Cipta, Jakarta, 1997, 110.

³M. Yahya Harap, *Hukum Acara Perdata, Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan*, Cet. 1, Sinar Grafika, Jakarta, 2005, 83.

⁴*Ibid.*, 87.

⁵*Ibid.*

the defendant to turn in, promise, or withhold an object and settle the dispute to prevent the emergence of another dispute.⁶

There are some points that must be understood in a dismissal, particularly:

1. The dismissal is binding, as if a legally binding judgment (*res judicata*);
2. The proceeding parties may not use legal effort, whether it was the plaintiff or the defendant, and both parties may return to their original state;
3. The parties may not use any kind of legal effort.⁷

In procedural law such as HIR and RBG, do not explain regarding the dismissal and changes of a claim. However, they stipulate that the dismissal and changes contained in the RV. For example, Article 271 RV explains that the dismissal of a lawsuit may be carried out prior to the trial or before or after the defendant's Answer⁸. Article 271 paragraph (1) RV stipulates that the claim can be withdrawn before the defendant submits their Answer. Paragraph (2) explains that if the claim is withdrawn after the defendant's Answers, the defendant must reply to the dismissed claim.⁹

Regarding this matter, if the dismissal is carried out before the trial or the defendant's Answers, officially the defendant has not yet aware of the lawsuit, meaning that the defendant's interests have not been harmed. Therefore, there is no need for the defendant's consent.

On the contrary, if the dismissal occurs after the defendant Answers the plaintiff's claim, then the plaintiff has officially harmed the defendant's interests. In this case, if there is no regulation regarding the dismissal, the defendant's interests will probably be injured. Since the defendant had spent a significant amount of money to respond to the plaintiff's claim, furthermore the defendant's reputation was disturbed. Thus, it might be better for the defendant to continue the case.¹⁰

Sudikno Mertokusumo states that if there is a conflict between the plaintiff and the defendant in the dismissal after the defendant's Answers, then the plaintiff must ask for the defendant's approval to dismiss the claim. Therefore, the plaintiff has relinquished their rights and no longer allowed to file the same claim, as stated in Article 130 HIR, and 154 RBG.¹¹

Similar to Nur Hariandi, if a claim is withdrawn during the hearing and received the defendant's approval, it may not be filed again in the Court because both parties are bound by the agreement. Thus, the dismissal is mutual assent (*overeenkomst*), binding, and final for both parties, unless the defendant violates the agreement. The lawsuit of the violation of the agreement may be submitted to the court.¹²

According to Yahya Harahap, since conflict resolution is considered final and binding, it refers to Article 1338 of the Civil Code Jo. Article 130 HIR and Article 154 RBG, which stated that the conflict contained in such a claim may not be resubmitted by the plaintiff and the defendant.¹³

In practice, the Syar'iyah Court of Banda Aceh, after the dismissal, which was approved by both parties to settle the joint property dispute through peaceful means, in the trial, following the Answers to the verification process, the plaintiff verbally withdrew the claim. Afterward, the defendant approved to the dismissal. The judges granted the request for the dismissal and ordered the clerk to remove the case regarding the joint property from the register at the Banda Aceh Syar'iyah Court.

In the case, the plaintiff dismissed their claim with the defendant's consent in Decision Number 136 / Pdt.G / 2012 / MS-Bna. Article 1338 of the Civil Code Jo Article 130 HIR and 154 RBG explains that the dismissal with the defendant's approval has bound both parties, in which the authentic deed was issued. The agreement has resolved the dispute between both parties. Because a peaceful resolution in the form of a certificate or *acte van dading* (certificate of peace) is absolute.

However, the plaintiff resubmitted their claim in the Banda Aceh Syar'iyah Court with Decision Number 073/Pdt.G/2013/MS-Bna. In this case, the judges accepted the plaintiff's claim. Considering the prior lawsuit, either when the plaintiff filed, withdrawn, or resubmitted the claim, the judges have failed to examine whether the claim had been previously filed. Since the plaintiff had filed another lawsuit from the previous case.

Referring to Article 1917 of the Civil Code, in general, if the conditions in the article are met, which is the claim filed by the plaintiff has the same object, subject matter, and reasons/arguments, then it can be

⁶Abdulkadir Muhammad, *Op. Cit.*, 71.

⁷M. Yahya Harap, *Op.Cit.*, 88.

⁸Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia*, Cahaya Atma Pustaka, Yogyakarta, 2013, 110.

⁹Soepomo, *Hukum Acara Perdata Pengadilan Negeri*, Pradnya Paramita, Jakarta, 1993, 27.

¹⁰*Loc. Cit.*

¹¹Sudikno Mertokusumo, *Op. Cit.*, 111.

¹²Nur Hariandi, http://www.gresnews.com/berita/konsultasi_hukum/73803-gugatan-dicabut-dapatkah-diajukan-kembali/, taken on August 11, 2019, at 20.10 pm.

¹³Sudikno Mertokusumo, 91.

categorized as *nebis in idem*. However, the Banda Aceh Syar'iyah Court judges did not consider such a case as *nebis in idem*. Legally the case had similarities in the context of the object, the subject matter, and the reason/argument in a claim.

A case like this is certainly reasonable given that a legal subject may have various relationships with the same subject but different objects. Therefore, the elements contained in Article 1917 of the Civil Code are cumulative. A judge should not accept a claim (*NO/NietOntvankelijkeVerklaard*) before a trial. However, the judges at the Banda Aceh Syar'iyah Court chose to accept the claim filed by the plaintiff.

Based on the description above, this paper raises two questions: What are the factors that influence the plaintiff to file a claim which has been agreed to be dismissed in the Syar'iyah Court Banda Aceh? And, what are the judges' considerations for accepting a claim that has been dismissed by agreement between the plaintiff and the defendant?

II. Legal Materials And Methods

This paper uses normative approach supported with empirical research. The research uses secondary data. The data is obtained through literature research and analyzed with qualitative prescriptive including primary, secondary, and tertiary legal sources.

III. Result

1. Factors that Influence the Plaintiff to Resubmit the Dismissed by Agreement Claim in Banda Aceh Syar'iyah Court

It must be noted that a voluntary dismissal is the plaintiff's rights to withdraw or resubmit their lawsuit. It is written in Article 271-272 of *Reglement Op De BurgelijkeRechtsvordering* (RV). The dismissal is not only on the first hearing but may also be at any moment, such as an appeal or cassation dismissal. The plaintiff may withdraw their claim, as long as the defendant has not given their Answer. However, if the dismissal occurs after the Answer, then the defendant's consent will be required.

The existence of such regulation will restrict the plaintiff's effort to disturb the defendant's rights and interests because the defendant has spent their valuable energy, money, and time. Therefore, if the defendant continues to pursue the case, they might win. And the ruling will ensure that there are no more disputes since it applies the principle of *nebis in idem* (nobody should be judged twice for the same offense).

In reality, in front of the judges at Banda Aceh Syar'iyah Court, after the Answers between both parties, the plaintiff decided to withdraw their claim with the defendant's consent. However, a few days later the plaintiff resubmitted the claim. The reasons for the plaintiff's resubmission are as follow:¹⁴

1) The judges, who settled the division of joint property, were unable to resolve the case to the mutual satisfaction of both parties, especially the plaintiff. The judges did not issue a certificate of dismissal (certificate of peace) at the moment of dismissal. This issue presented an opportunity for the defendant to hinder the division of the joint property.

2) According to the regulation, if there is a divorce, then the joint property must be divided between the plaintiff and the defendant. However, after the ruling, the defendant has yet to divide the joint property. Moreover, the defendant had promised verbally before the court to divide the joint property since the property was within the defendant's hand.

3) In Decision Number 136/Pdt.G/212/MS.Bn regarding the dismissal, the defendant agreed to dismiss the claim and settle the issue through mediation. In addition, the defendant promised to hand over half of the property to the plaintiff. However, within the plaintiff's provided time limit, the defendant failed to hand over the promised property.

4) Regarding the resubmission, the plaintiff claims that there were issues outside of the lawsuit, which was inconsistent with the plaintiff's and the defendant's wishes. Thus, the plaintiff resubmitted their claim. However, the reasons were not limited to the fault of the plaintiff or the defendant. There may be other reasons for one of the parties to resubmit their claim to the court.¹⁵

A claim that has been dismissed by agreement must not be resubmitted since the agreement is considered as a ruling. Therefore, Banda Aceh Syar'iyah Court, who constantly pursuant to Quran and Hadith, needs to do an in-depth study regarding the agreement. Because Islamic law emphasizes such matter in verse (1) Quran Surah Al-Maeda, which stated, "O you who have believed, fulfill [all] contracts...". Afterward, based on the words of the Prophet Muhammad saw., narrated by Abu Daud, which translated, "Muslims are bound by the conditions

¹⁴Fakhrudin, Banda Aceh Syar'iyah Court Judge Syar'iyah, *Interview*, on Juli 26, 2019.

¹⁵Irfan Nawi, Banda Aceh Syar'iyah Court Judge, *Interview*, on August 20, 2019.

(agreement) that they have accepted, except to the agreement that turns something halal to haram or something haram to halal".¹⁶

The Quran verse and Hadith above firmly command each person to fulfill their obligation in a commitment (agreement). The promises, which are contained in the agreement, must be acted in good faith.

The agreement contains a statement such as 'promises must be fulfilled' or 'promises are debt' because there is an obligation to settle the dispute peacefully. The agreement is illustrated as a bridge that will take both parties to their designated goal, which is mutual protection and fairness. With the agreement, it is expected that each party will fulfill its promises.¹⁷

The agreement must be made and practiced according to rational reasoning and moral awareness. In the agreement, the parties' interests must be treated equally. No party will have a higher position than others nor will they lower than others. Every party has equal rights and duties to be protected. Therefore, it is important to have a peaceful agreement, which both parties agree to settle the dispute through mediation. This will close the possibilities of the party to file another claim.

Regarding the resubmission of dismissed claim in the Banda Aceh Syar'iyah Court, the judges should have aware whether the claim has been ruled by the previous judges or not. Because according to Article 1917 Civil Code, it is unlawful to accept a case that has the same claim and object. If the resubmission were accepted, it is clear that the judges have ignored the agreement between the plaintiff and the defendant, who has settled the dispute through peace in front of the court. Subsequently, with a legal power within the judges' ruling, the plaintiff may not arbitrarily damage the defendant's rights.¹⁸

Referring to Article 1917 Civil Code, if one of the parties resubmitted the claim, then the claim may not be accepted (*nebis in idem*). In the property division case, if the claim was revoked, then both parties must go through a process that may prevent another error in the following claim. Therefore, regulations regarding claim dismissals, such as found in *HerzienInlandschReglement*(HIR), *RechtreglementVoor De Buitengewesten*(RBG), and *Reglement Op De BurgelijkeRechtsvordering*(RV), are necessary. Sudikno Mertokusumo stated that there is a possibility that the defendant has fulfilled their obligations prior to the ruling. Hence, there is no reason for the plaintiff to continue the claim. Subsequently, the plaintiff may revoke the claim. Another possibility, as a human it is normal to make a mistake when composing a claim. Therefore, to ensure a solid case, the plaintiff must withdraw or amend the registered claim.

Under Article 127 *Reglement Op De BurgelijkeRechtsvordering* (RV), withdrawal and change of claim are plaintiff's given right. The plaintiff may change the claim, including adding supplementary arguments or removing some. Neither the judge nor the defendant may impede the process. The plaintiff may use the rights as long as it does not violate the existing law.

According to Article 271 RV, the plaintiff can revoke their claim, provided that it was done before the Answer. After the Answer, the dismissal may be done with the defendant's consent. Because the defendant's interest has not been officially harmed, which means there is no need for the defendant's consent. After all, the dismissal is purely the plaintiff's right before the hearing begins. Therefore, the plaintiff may one-sidedly withdraw their claim as long as the defendant has not provided Answer; and the case still on the registration process and has not entered the hearing process. However, if it is on the hearing process, then the dismissal may only be done with the defendant's consent. After both parties agreed to dismiss the case, judge must issue a certificate of peace as instructed in Article 130 HIR and Article 156 RBG paragraph (2), which stated that when both parties reached an agreement in the trial, certain certificate must be made, whereas both parties are under the obligation to comply with the terms contained in the agreement. The certificate will have the same legal power and obligation as a ruling. Furthermore, paragraph (3) stated that for such a ruling, there will be no legal effort.¹⁹

The regulations above indicate that the plaintiff shall not act arbitrarily over the defendant's rights. Moreover, the law aims to protect the defendant's interests. After all, if the dismissal of the claim is not regulated (unlimited), then the law has justified the plaintiff's arbitrary act toward the defendant.

Thus, a dismissal through agreement by both parties may not be filed for the second times to the court because it is recognized as a pure dismissal and has yet to obtain a ruling. Therefore, the judges should have issued a authentic certificate or *acta van dading* (peace certificate). The certificate will ensure that the claim may not be resubmitted. In the procedural law, every dismissal that ends with agreement must make *acta van dading*.

¹⁶Ibrahim Husein, *Fiqh Perbandingan Dalam Khoirul Anam*, CO1206080, *Tinjauan Yuridis Tentang Pencabutan Gugatan Perkara Cerai Gugat Di Pengadilan Tinggi Agama Surabaya (putusan No. 96/Pdt.G/2009/PTA.Sby)*, Skripsi, Fakultas Syari'ah, Institut Agama Islam Sunan Ampel, Surabaya, 2010,36.

¹⁷Murad Yusuf, Banda Aceh Syar'iyah Court Clerk, *Informant*, June 21, 2017.

¹⁸Irfan Nawi, Banda Aceh Syar'iyah Court Judge, *Interview*, on August 20, 2019.

¹⁹Soeroso, *Hukum Acara Perdata, Lengkap dan Praktis, HIR, RBG dan Yurisprudensi, Op. Cit.*, 60.

In civil procedural law of claim dismissal, the plaintiff may withdraw the claim as long as the defendant has not agreed to the dismissal. When the defendant agrees, then the case has ended and bound both parties to settle through peaceful means. Thus, a dismissal through agreement by both parties may not be filed for the second time to the court²⁰ since it is recognized as a pure dismissal and has yet to obtain a ruling. Therefore, the judges should have issued an authentic certificate or *acta van dading* (peace certificate). The certificate will ensure that the claim may not be resubmitted. In the procedural law, every dismissal that ends with an agreement must have *acta van dading*.

Referring to Article 1338 Civil Code jo. Article 130 HIR and Article 156 RBG, which states that concerning the parties' agreement, the judges must issue an authentic certificate in a peace agreement. Since in peace certificate, both parties may not propose appeal or another legal effort. Certificate of peace contains executorial power, which means that it may be requested to be executed immediately to protect the parties' rights, especially the defendant, when the plaintiff may decide to resubmit the claim.

It must be understood that claim dismissal is the plaintiff's absolute right. In a way, the law gives the right for the plaintiff to file a claim when their rights and duties are harmed or disturbed by others. On the other hand, it is reasonable to have the right to dismiss the claim when their right and interest are not injured. However, the law must maintain the equilibrium of interests in the dismissal since it does not only protect the plaintiff's interest but also the defendant's.²¹

2. What are The Judges' Considerations for Accepting A Claim that Has Been Dismissed by Agreement Between The Plaintiff and The Defendant

A judge's ruling may be important for the parties that seek a litigation means, given that a judge is a decisive factor in a litigation process. Furthermore, a Judge can not refuse a case due to a legal principle, which prohibited a judge to refuse cases that are half-regulated or unregulated. However, what about the cases that are defected and bound to a lawsuit, which has been submitted twice and contains the same matter.

It violates the regulation, which stated that a court shall not hold a trial for the same case twice. In practice, Banda Aceh Syar'iyah Court Judges had accepted a case, which has the same matter, object, and subject, that had been dismissed. Referring to Article 1917 of the Civil Code, such action violates the legal principle of *nebis in idem*. Therefore, below are the Banda Aceh Syar'iyah Court Judges considerations for accepting the same claim.²²

- 1) The defendant had disregarded the dismissal agreement within the plaintiff's time frame;
- 2) The absence of the defendant's good faith regarding the agreement after the dismissal. Thus, it has weakened the legal power of the dismissal. Therefore, the judges considered the dismissal as a standard dismissal and accepted the plaintiff's resubmitted lawsuit;
- 3) The parties' consensual dismissal in the court was not a peaceful dismissal, but a pure dismissal;
- 4) The dismissal was not purely the plaintiff's wish. There are other interventions, such as the plaintiff's family. The plaintiff themselves does not wish to dismiss the case since they were aware that the defendant does not intend to split the joint property following the dismissal;
- 5) The predecessor judge, who settled the previous lawsuit, does not issue a written deed or certificate of dismissal. However, the previous judge mediates both parties through non-litigation means (outside of the court).²³

Essentially, judges aim to acquiesce the parties' wishes to settle the dispute. However, it is possible for both parties to feel dissatisfied with the court's decision. For instance, both parties agree to settle the dispute peacefully. But something happens and the parties' do not achieve their goals. Thus, one of the parties will resubmit the claim to the Syar'iyah Court judges.

The judge's decisions are important for the case that they investigated or ruled. Judges must handle and process the data obtained in the proceeding, including letters, witnesses, allegations, confessions, or oaths that revealed during the hearing. Ensuring that the ruling will be based on the sense of responsibility, justice, wisdom, professionalism, and objectivity.

Additionally, if there is no written rule, it is the judicial obligation to find, discover, follow, and understand legal values and sense of justice that live and flourish inside of people. Because the judge is presumed to know the law (*iuranovit curia*) and able to make decisions based on their knowledge and belief.

A judge must examine the issues or the cases objectively through the verification process. Verification means to obtain the truth and aims to establish the legal relationship between both parties. Therefore, the

²⁰Fakhrudin, Banda Aceh Syar'iyah Court Judge, *Interview*, on July 26, 2019.

²¹M. Yahya Harahap, *Op. Cit.*, 82.

²²Irfan Nawi, Banda Aceh Syar'iyah Court Judge, *Interview*, August 20, 2019.

²³Fakhrudin, Banda Aceh Syar'iyah Court Judge, *Interview*, on July 26, 2019.

absence of ruling gave the judges obligations to accept the case. We will see until the verification process, whether the case is accepted or not.²⁴

IV. Discussion

Regarding the agreement the parties have legally terminated the case voluntarily and already have a strong legal basis namely Article 1338 of the Civil Code jo. Article 130 HIR and 154 RBG. It is expected that judges in each case resolving with a peace agreement, must make a van dading deed (peace deed) so that anyone who wants to continue the case, both the plaintiff and the defendant is no longer allowed.

V. Conclusion

The plaintiff's motives for the resubmission of the claim were because of Decision Number 136/Pdt.G/212/MS.Bna, which was the dismissal based on agreement, the defendant has agreed to settle the division of the joint property through peaceful means and give the plaintiff half of the shared property. However, within the plaintiff's time limit, the defendant has not handed over the agreed property. Subsequently, the defendant has disregarded the agreement made with the plaintiff in front of the court. The judges' reason for accepting the plaintiff's resubmitted claim was based on the fact that it was purely voluntary dismissal and has yet to bind legally, the precedence judges should have made a certificate of dismissal or *acte van dading*. There was also the defendant's absence of good faith toward the agreement after the dismissal. Suggestions, regarding the agreement of the parties legally have ended the case voluntarily and have a strong legal basis namely Article 1338 of the Civil Code jo. Article 130 HIR and 154 RBG. It is expected that judges in each case resolving with a peace agreement, must make a van dading deed (peace deed) so that anyone who wants to continue the case, both the plaintiff and the defendant is no longer allowed.

References

Book

- [1]. Abdulkadir Muhammad, *Hukum Acara Perdata Indonesia*, (Citra Aditya Bakti, Bandung, 1992).
- [2]. Ibrahim Husein, *Fiqh Perbandingan Dalam Khoirul Anam*, CO1206080, *Tinjauan Yuridis Tentang Pencabutan Gugatan Perkara Cerai Gugat Di Pengadilan Tinggi Agama Surabaya (putusan No. 96/Pdt.G/2009/PTA.Sby)*, (Skripsi, Fakultas Syari'ah, Institut Agama Islam Sunan Ampel, Surabaya, 2010).
- [3]. M. Yahya Harahap, *Hukum Acara Perdata, Tentang Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan*, Cet. 1, (Sinar Grafika, Jakarta, 2005).
- [4]. Sudikno Mertokusumo, *Hukum Acara Perdata Pengadilan Negeri*, Cet. Pertama, (Penerbit Bina Cipta, Jakarta, 1997).
- [5]. ----- Mertokusumo, *Hukum Acara Perdata Indonesia*, (Cahaya Atma Pustaka, Yogyakarta, 2013).
- [6]. Soepomo, *Hukum Acara Perdata Pengadilan Negeri*, Pradnya Paramita, Jakarta, 1993.
- [7]. Soeroso, *Hukum Acara Perdata, Lengkap dan Praktis, HIR, RBG dan Yurisprudensi*, (Sinar Grafika, Jakarta, 2013).
- [8]. Riawan Tjandra, *Teori dan Praktik Peradilan Tata Usaha Negara*, (Universitas Atma Jaya, Yogyakarta, 2014).
- [9]. Wirjono Prodjodikoro, *Hukum Acara Perdata Di Indonesia*, Alumni, Bandung, 1980.
- [10]. ----- Prodjodikoro, *Hukum Perdata Tentang Persetujuan-Persetujuan Tertentu*, (Vorkink-van Hoeve, Bandung, 1959).

Journals

- [11]. Anam Khoirul, CO1206080, *Tinjauan Yuridis Tentang Pencabutan Gugatan Perkara Cerai Gugat Di Pengadilan Tinggi Agama Surabaya (putusan No. 96/Pdt.G/2009/PTA.Sby)*, Skripsi, Fakultas Syari'ah, Institut Agama Islam Sunan Ampel, Surabaya, 2010.
- [12]. RMJ. Kossmargono, *Pencabutan dan Perubahan Gugatan Oleh Pengugat Dalam Pemeriksaan Perdata Di Pengadilan Negeri*, Thesis Fakultas Hukum Universitas Diponegoro, Semarang.

Internet Articles

- [13]. Nur Hariandi, http://www.gresnews.com/berita/konsultasi_hukum/73803-gugatan-dicabut-dapatkah-diajukan-kembali/, taken on August 11, 2019, at 20.10pm.
- [14]. Hery Shietra, <https://www.hukum-hukum.com/2014/07/akta-perdamaian-acta-van-dading.html>, taken on Desember 7, 2019, at 19.54 pm.

Interview with Respondents

- [15]. Fakhruddin, Banda Aceh Syar'iyah Court Judge, *Interview*, on July 26, 2019.
- [16]. Irfan Nawi, Banda Aceh Syar'iyah Court Judge, *Interview*, on August 2, 2019.
- [17]. Murad Yusuf, Banda Aceh Syar'iyah Court Clerk, *Informant*, on June 21, 2017.

Thesis/disertations

- [18]. Darmawan, *Penyelesaian Pembagian Harta Bersama Dalam Hal Terjadinya Perceraian Pada Masyarakat Gayo Di Kabupaten Aceh Tengah*, Disertasi Program Doktor Ilmu Hukum Fakultas Hukum Universitas Sumatera Utara, Medan, 2016.
- [19]. Lina Dwi Nuramiro, *Tinjauan Yuridis Terhadap Putusan No. 0688/Pdt.G/2011/Pa. Tbn Tentang Pencabutan Gugatan Tanpa Persetujuan Tergugat Dalam Perkara Cerai Gugat Di Pengadilan Agama Tuban*, Tesis, CO1210016, 2014, Fakultas Syari'ah Universitas Islam Negeri Sunan Ampel Surabaya.
- [20]. Rahmaisyah Walida, *Peningkatan Status Kesepakatan Perdamaian yang Dihilkandari Proses Mediasi Di Luar Pengadilan Menjadi Akta Perdamaian Dihilkandengan Perma Nomor 1 Tahun 2016 Tentang Prosedur Mediasi Di Pengadilan*, Tesis Fakultas Hukum, Universitas Pasundan, 2017, repository@unpas.ac.id.

²⁴Fakhruddin, Banda Aceh Syar'iyah Court Judge, *Interview*, on August 20, 2019.

Regulations

- [21]. Undang-Undang Nomor 48 Tahun 2009, Tentang Kekuasaan Kehakiman.
- [22]. Undang-Undang Nomor 1 Tahun 1974, Tentang Perkawinan.
- [23]. Undang-Undang Nomor.39 Tahun 1999 Tentang Hak Asasi Manusia.
- [24]. Kitab Undang-Undang Hukum Perdata Indonesia.

Rudanto, et.al, Juridical Analysis of Decision of Lawsuit Revocation With The Agreement of Defendant At Sharia Court of Banda Aceh." *IOSR Journal of Computer Engineering (IOSR-JCE)*, 22.1 (2020), pp. 20-26.