

# The Use of Mediation as Alternative Property Dispute Resolution

Rudi Kurniawan<sup>1</sup>, Sabela Gayo<sup>2</sup>

<sup>1,2</sup>Universitas Bhayangkara Jakarta Raya, Jakarta, Indonesia

Corresponding Author: Rudi Kurniawan [Email: [rudikur173@gmail.com](mailto:rudikur173@gmail.com)]

DOI: <https://doi.org/10.52403/ijrr.20230242>

## ABSTRACT

Property disputes cannot be avoided in the present era, this is due to various primary needs that are very high in today's times for example the number of land plots is limited in the development of home property. This demands improvements in the field of arrangement and use of property for the welfare of the community and especially its legal certainty. For this reason, various efforts are made by the government to seek the settlement of property disputes quickly to avoid the buildup of property disputes, which can harm the community, for example, property cannot be used because the land is in dispute. Basically, the choice of dispute resolution can be done with 2 (two) processes. The process of dispute resolution through litigation in court and non-litigation, as the initial stage of settlement, this paper has highlighted the settlement of property disputes in the initial residence using mediation as an alternative dispute resolution in property disputes with a voluntary mediation scheme.

**Keywords:** *Alternative Dispute Resolution, Voluntary Mediation, Ownership Rights*

## INTRODUCTION

Since the era of digitization in the course of revolution Industry 4.0, developments have occurred in all aspects of life including trading activities. Developments in trading activities give rise to various types and variations of goods and/or services due to the support of various advances in science, technology and information technology. This development is very beneficial for all aspects of life, especially for business

actors/producers and consumers. Consumers are literally people who need, spend or use; wearers or vessels. Consumer understanding is very broad because consumers are not only interpreted in individuals (people), but also a company that becomes the buyer or the last user. Consumers also do not have to be bound in a buying and selling relationship.

In all business activities, business actors are the parties responsible for the negative consequences of losses caused by their business to consumers. From the understanding of consumers and businesses can be seen that between consumers and businesses have a continuous and continuous relationship. The relationship occurs because the two are indeed willing to each other and have a high level of dependence between one another.

The producers or business actors in the development of goods and / or services will seek the highest profit in accordance with economic principles. In order to achieve the highest profit, producers or businesses must compete among fellow entrepreneurs with their own business behavior that can harm consumers. Intense competition can change behavior towards unfair competition because business actors have conflicting interests among business actors. This unfair competition, in turn, can harm consumers.

A consumer who feels aggrieved over the mistakes of business actors can demand compensation. As mentioned in Chapter X Article 45 paragraph (1) and Paragraph (2)

of Law Number 8 of 1999 on consumer protection that:

Paragraph (1) “any consumer who is harmed can sue the business actors through the institution in charge of resolving disputes between consumers and business actors or through the courts in the General Court”.

Paragraph (2) “that the settlement of disputes can be done through the courts or out of court based on the voluntary choice of the parties to the dispute”.

With the provision of voting in resolving cases, it can help facilitate consumers and producers in resolving cases through court/litigation or out of court. Because consumers can be positioned as “Kings” who are valued and protected their rights from business actors. Settlement of consumer disputes through court / litigation refers to the provisions of the General Court in force in Indonesia. In dispute resolution through court / litigation has many weaknesses including requiring more time, cost and complicated stages to arrive at a final decision that is win or lose (win-lose). Some lack of dispute resolution through the court that is, then as entrepreneurs prefer dispute resolution through non-litigation.

Non-litigation dispute resolution can be resolved through out-of-court government agencies such as the National Consumer Protection Agency, Non-Governmental Consumer Protection Agency, Consumer Dispute Resolution Agency, each of which has different authorities. National Consumer Protection Agency is an independent institution established by the government that serves to provide advice and consideration to the government in an effort to develop consumer protection in Indonesia. Regarding non-governmental consumer protection institutions, non-governmental institutions registered and recognized by the government that have activities to deal with consumer protection that also have the opportunity to play an active role in realizing consumer protection. Currently LPKSM has grown by approximately 200 institutions spread across various provinces, districts and cities.

However, institutions that have had TDLPK as a sign of recognition LPKSM.

It is engaged in consumer protection, until July 2006 recorded at 107 LPKSM. Furthermore, the BPSK is a body formed by the government in charge of handling and resolving disputes between businesses and consumers, but is not part of the institution of judicial power. BPSK is expected to facilitate, accelerate and provide a legal assurance for consumers to demand their civil rights to improper businesses. In addition, it can also be access to information and guarantee the same legal protection for consumers and businesses.

There are several factors that motivate consumers to choose to resolve disputes at the Consumer Dispute Resolution Agency (BPSK), namely First, the Consumer Dispute Resolution Agency (BPSK) is very helpful to consumers, especially in terms of procedures that are easy, fast, free of charge, because all costs incurred have been charged to the regional budget (APBD) of each district or city, in accordance with the mandate of Law Number 8 of 1999 concerning consumer protection. Posedur settlement was not complicated, do not use the arguments of a rigid law. Second, consumers or plaintiffs can file a written lawsuit regarding violations of consumer protection, so that consumer dispute resolution through BPSK does not need the consent of both parties to choose BPSK as a dispute resolution forum. Third, the settlement through BPSK is that there is an opportunity to choose a semi-closed settlement method, because this is very important for resolving consumer disputes that contain global business content without worrying about the occurrence of brand image pollution that is disputed by consumers.

BPSK has 3 methods in the dispute resolution process, namely Conciliation, Mediation and arbitration. If the parties choose conciliation, BPSK only acts to bring the parties together and reconcile passively. If the parties choose mediation, then BPSK only acts as a facilitator to bring

the parties together, actively reconcile, provide advice and explain the rights and obligations of consumers and business actors. Mediation is a process of dispute resolution with a third party intermediary, which is the party that provides inputs to the parties to resolve their dispute and in mediation there is no obligation for the parties to comply with what is suggested by the mediator. If the parties choose arbitration, then the consumer chooses an arbitrator from one of the elements in BPSK, as well as business actors. Consumer and business arbitrators then choose a third arbitrator from government elements who will be the chairman.

The duties and authorities of BPSK are to provide consumer protection consultations, supervise the inclusion of raw klauzula, report to the general investigator, receive complaints both written and unwritten, call business actors suspected of having committed violations, call and present witnesses in the dispute resolution process. Consumer Dispute Resolution agency has the authority to form an assembly consisting of 3 elements, namely Government Elements, business actors, and consumers who are odd and at least three people.

The integration of these 3 (three) elements is expected to be able to get a sense of justice for the parties to the dispute, not only for consumers, but also for business actors, because the BPSK Assembly will direct according to the point of view of each representative element. With the BPSK is expected to protect the rights of consumers and make producers more careful of goods and/or services provided to consumers.

In Article 53, the UPC also stipulates that "further provisions regarding the implementation of the duties and powers of the regional Consumer Dispute Resolution Agency Level II are regulated in a Ministerial Decree". The formation of BPSK is a mandate from Law No. 8 of 1999 on consumer protection jo. Article 2 Kepmenperindag No. 350/MPP/Kep/12/2001 provides that in each city or district

should be established BPSK. The establishment of BPSK is contained in the decree of the president of the Republic of Indonesia No. 90 Of 2001, Decree Of The President Of The Republic Of Indonesia No.108 Of 2004, Decree Of The President Of The Republic Of Indonesia No. 18 Of 2005, Decree Of The President Of The Republic Of Indonesia No.27 Of 2012, Decree Of The President Of The Republic Of Indonesia No. 12 Of 2013, Decree Of The President Of The Republic Of Indonesia No. 5 Of 2014, Decree Of The President Of The Republic Of Indonesia No. 1 of 2015.

The Ministry of trade (Kemdag) noted that the number of Consumer Dispute Resolution bodies (BPSK) had only reached 73 institutions or 12.46 percent of 491 districts in Indonesia.<sup>13</sup> based on these data, this is an indication of weak government commitment in enforcing consumer protection laws. The existence of digital BPSK for each city and / or Regency is a mandate of the legislation. Consumers who are in the city and / or district that does not have BPSK will have difficulty asking for protection of rights as consumers because of the absence of BPSK. In an effort to make it easier for consumers to reach BPSK, the presidential decree does not include restrictions on BPSK jurisdiction.

## LITERATURE REVIEW

### Property

The development of investment in property every year increases, especially in Indonesia due to investment in promising property. The development of investment is triggered by low interest rates, overflowing demand for the desired property, and land prices that each year increase between 15-20 percent of the increase is due to market demand that requires residential housing.

Property is included in one of the influential parts of national development that can bring investment from Central and local governments. One part that is able to have an impact on improving welfare, both directly such as job creation and indirectly

such as through contributions to national GDP.

According to Rafitas, property is everything that can be owned by anyone and can be used as anything. The property consists of:

- a. Tangible assets (Tangible Property) consisting of: real Property that can be categorized as land, buildings and infrastructure, as well as other developments and Personal Property that can be categorized as machinery and equipment, vehicles, office equipment, fixtures and furnishings and building equipment.
- b. Intangible Property or intangible assets that can be categorized as goodwill, personal guarantee, franchises, trademarks, patents, and copy rights.
- c. Marketable Securities or securities, which can be categorized as stocks, savings and promissory notes.

The word property comes from the English "property" which means something that a person can have. In Indonesia, the term property is synonymous with real estate, house, land, shop, building, or warehouse. Property is a person's ownership of any or non-goods.

According to the laws and regulations in Indonesia, the understanding of the Real Estate industry is listed in PDMN No.5 of 1974 which regulates the Real Estate industry. In this regulation, the definition of the Real Estate industry is a property company engaged in the provision, procurement, and maturation of land for the purposes of industrial businesses, including the tourism industry. Based on no.3 of 1987 stated that real estate, hereinafter referred to as the company is a business entity in the form of a legal entity whose business is engaged in the construction of Housing and settlements equipped with social facilities, public facilities, and environmental infrastructure required by the residents of the surrounding residential environment.

Property is usually used in connection with a unity of rights, including control over the use of the property, the right to any profits from the property, a right to transfer or sell

the property, and the right to own exclusively. The legal system evolved to provide protection against a transaction, power disputes, the right to transfer, utilization, and division of property. One form of such protection is the existence of a contract or agreement/act system. The law expressly guarantees such rights. Meanwhile, to judge and implement its application, the legal system is used as a means.

### **Developers And Contractors**

Housing developers (real estate developers) or commonly abbreviated developer (developer) is a person or company that works to develop a residential area into habitable housing and has economic value so that it can be sold to the public. Developers can also work to build or change existing housing or buildings so that they become housing / buildings that are newer, better, and have higher economic value.

Developer (developer) may consist of individuals or companies, either not incorporated (such as CV or firm) or companies that are already incorporated (such as PT or cooperative. The majority of developers in Indonesia in Indonesia shelter in 2 housing development company associations, namely:

- a) REI (Association of Indonesian Real Estate companies). REI developers are more focused on building housing for upper income communities (MBA) and middle income communities (MBM). However, REI can also be involved to build MBR housing, among others, to fulfill the obligation to build cheap houses associated with the construction of luxury homes;
- b) APERSI (Association of Housing and settlement developers throughout Indonesia). APERSI developers are more focused on building housing for low income people (MBR) 24.

While the contractor is a party that performs work on the basis of an employment contract with another party. The employment contract can be an object for

the construction of a house or building, the construction of highways or bridges, the construction of electrical installations, the construction of water networks, the construction of parks, the construction of golf courses, the provision of security services, etc. For this, the contractor must have permits and certificates from authorized institutions.

### **Mediation**

Mediation comes from English, "mediation", or mediation, which is a dispute resolution that involves a third party as an intermediary or dispute resolution mediate. Christopher W. Moore argued that mediation is intervention in a dispute by a third party that is acceptable to the disputing party, is not part of either party and is neutral. These third parties do not have the authority to make decisions. He is in charge of helping the warring parties to voluntarily reach an agreement accepted by each party in a dispute.

According to the formulation of Article 6 paragraph (3) of Law No. 30 of 1999 it also said that "by written agreement of the parties "disputes or disagreements were resolved through the assistance of" one or more expert advisors" or through mediators". Thus, in principle, mediation is a way of resolving disputes outside the court through negotiations involving third parties that are neutral (non-intervention) and impartial (impartial) and accepted by the parties to the dispute. The third party is called a mediator or mediator whose job is to assist the parties to the dispute in resolving the problem, but does not have the authority to make a decision. With mediation, it is hoped that a common ground will be reached in resolving the problems faced by the parties, which will then be poured as a mutual agreement. Decision-making is not in the hands of the mediator, but in the hands of the parties to the dispute. With regard to the place of mediation, the parties can determine for themselves and choose where they want to hold this mediation. Mediation can be held anywhere in the world.

### **MATERIAL AND METHODS**

The method of approach that will be used in this research is normative juridical approach. This approach was chosen considering that in order to achieve the research objectives/ research targets, researchers refer to legal norms contained in legislation, Court decisions and legal norms that exist in the community and Mining Law instruments. The research approach to legislation is done by examining all laws and regulations related to legal issues to be studied, namely the normative study of the regulation of mining business activities in relation to the settlement of mining disputes.

### **RESULTS AND DISCUSSION**

#### **Property Ownership and Sources of Property Law.**

The right of ownership of a property is a right that makes something "belong to someone" either personally or group. This right guarantees the owner the right to do everything to the property according to his will, whether to use it or not to use it, and also transfer ownership rights. Some philosophers claim that the right to property arises from social norms. Others say that the right arises from morality or natural law.

The modern right of ownership of property contains a right of ownership and a right of possession that belongs to a legal person, even if the individual is not a real person. For example, in companies, where the company has rights equivalent to the rights of other citizens including constitutional rights, and therefore the company is called a legal entity.

The concept of national land law contains the concept of a religious communalistic nature that allows individual land tenure with private land rights, while containing togetherness. These properties are shown in Article 1 Paragraph (2) of the UUPA which states that the entire earth, water and space, including natural resources contained therein in the territory of the Republic of Indonesia as a gift of God Almighty is the earth, water and space of the Indonesian nation is a national wealth. As is known,

that in the concept of civil rights, the right of ownership of land is a legal relationship of ownership is intrinsically recognized existence, upheld, respected, and should not be contested by anyone. The right of ownership to land is a source of life and life for its owner. Therefore, people who have legal rights must be protected by the state. Sources of property law as real estate and buildings are regulated in laws and other Implementing Regulations, as follows:

#### Legality

- 1) Law No. 5 of 1960 on basic agrarian principles (Bal);
- 2) Law Of The Republic Of Indonesia Number 1 Of 2011 On Housing And Residential Areas;
- 3) Law Of The Republic Of Indonesia Number 20 Of 2011 On Flats;
- 4) Law Of The Republic Of Indonesia Number 28 Of 2002 On Buildings;
- 5) Law Of The Republic Of Indonesia Number 28 Of 2009 On Regional Taxes And Levies;
- 6) Law Of The Republic Of Indonesia No. 18 of 1999 on Construction Services;
- 7) Law Of The Republic Of Indonesia No. 5 of 1960 on the Basic Rules of Agrarian principles;
- 8) Law Of The Republic Of Indonesia No. 26 of 2007 on Spatial Planning;
- 9) Law Of The Republic Of Indonesia No. 7 year 2004 on Water Resources;
- 10) Law Of The Republic Of Indonesia No. 8 of 2004 on the road;
- 11) Law Of The Republic Of Indonesia No. 32 of 2009 on Environmental Protection and management;
- 12) Law Of The Republic Of Indonesia No. 11 of 2010 on Cultural Heritage;
- 13) Law Of The Republic Of Indonesia No. 28 of 2009 on local taxes and levies;
- 14) Law Of The Republic Of Indonesia No. 2 year 2012 on Land Acquisition for development for the public interest;
- 15) Law Of The Republic Of Indonesia No. 4 of 1996 on liability;
- 16) Law Of The Republic Of Indonesia No. 42 of 1999 on fiduciary guarantees.

#### Other Implementing Regulations

- 1) Implementing regulations of Bal such as PP No. 10 of 1961 on Land Registration amended by PP no. 24 of 1997.
- 2) Government Regulation No. 80 Of 1999 On Ready-To-Build Areas And Stand-Alone Ready-To-Build Environments.
- 3) Government regulation of the Republic of Indonesia number 15 of 2010 concerning the implementation of Spatial Planning which is then regulated in regulation :decree of the Minister of settlement and regional infrastructure No.534 / KPTS/M / 2001 concerning guidelines for the determination of minimum service standards in the field of Spatial Planning, Housing and settlements and Public Works;., decree of the Minister of settlements and regional infrastructure No.534 / KPTS/M / 2001 concerning guidelines for the determination of minimum service standards in the field of Spatial Planning, Housing and settlements and Public Works.
- 4) As the executor of law no. 18 of 1999 on Construction Services,
- 5) Government Regulation Of The Republic Of Indonesia No. 36 of 2005 on Implementing Regulations Act No. 28 of 2002 concerning buildings, which are further regulated in the regulation of the Minister of Public Works.
- 6) Government Regulation Of The Republic Of Indonesia No. 36 of 2005 jo PP No. 65 of 2006 which has been revised into law No. 2 of 2012 on Land Acquisition for development for the public interest.
- 7) Government Regulation Of The Republic Of Indonesia No. 11 of 2010 on the Control and utilization of abandoned land.
- 8) Regulation Of The Minister Of State For Public Housing Of The Republic Of Indonesia No. 14/Permen/M / 2006 On The Implementation Of Special Area Housing.
- 9) Regulation of the Minister of trade of the Republic of Indonesia number:

33/M-DAG/PER/ 8 / 2008 concerning property brokerage companies.

- 10) Regulation of the Minister of State for public housing of the Republic of Indonesia number: 22 / PERMEN/M/2008 concerning minimum service standards in the field of public housing in provincial and Regency/city areas.
- 11) Regulation of the Minister of Public Housing number: 02 / PERMEN/M/2010 on Strategic Plan Ministry Of Housing 2010-2014.
- 12) Regulation of the State Minister of Public Housing No. 16 of 2010 on technical guidelines for financing Planning Achievement of minimum service standards in the field of public housing provincial and District / City.
- 13) Regulation on taxation: regulation of the Minister of Finance No. 78 / PMK.03/2010 concerning guidelines for calculating input tax crediting for taxable entrepreneurs who make tax payable and non-tax payable submissions; regulation of the Minister of Finance of the Republic of Indonesia number: 36/PMK.03/2007 on the limitation of simple houses, very simple houses, simple flats, Pondok Boro, student and student dormitories and other housing that upon submission is exempt from the imposition of Value Added Tax; Regulation of the Minister of Finance of the Republic of Indonesia Nomor31/PMK.03/2011 on the Second Amendment to regulation of the Minister of Finance No. 36 / PMK.03/2007 on the limitation of simple houses, very simple houses, simple flats, Pondok Boro, student and student dormitories, as well as other housing, aang upon their surrender is exempt from the imposition of Value Added Tax.
- 14) Decree of the governor of the special Capital Region of Jakarta No. 1934/2002 on the provisions of the calculation of the value of liabilities for the provision of cheap/ simple flat

buildings converted with funds by SIPPT Holder developers.

### **Mediation As An Alternative Dispute Resolution In Property Dispute Resolution**

Mediation is one form of dispute resolution that can be chosen in resolving disputes in the property sector. Mediation is a form of application of the principle of judicial trilogy that is not applied in the process of litigants in court. The emergence of this non-litigation institution is due to the disappointment of the litigants in the court who never found the end point of the settlement. The litigation path essentially only aims to fulfill the emotional desire of one party by seeing the opposing party lose with the judge's decision, followed by available legal remedies, so that in its right this dispute never ends and even backfires on the parties themselves.

In contrast to mediation which is carried out with the principle of win-win solution and deceives the parties to negotiate cooperatively in order to resolve the dispute independently mediated by a mediator. In the mediation process the decision is entirely determined by the parties, the mediator only helps to provide suggestions and help them to be able to quickly resolve the dispute and convince them to live the results of peace. With the discovery of the benefits of psoses mediation in solving the problems of different interests and desires, the Supreme Court then integrates mediation in the form of law No. 1 of 2016 concerning the mediation procedure in court, which is basically a further implementation of the provisions of pasal130 HIR and 154 Rbg which have determined that the judge is obliged to reconcile the parties to the dispute first.

After the enactment of the perma, all civil disputes submitted to the court must be resolved through mediation procedures and if these efforts are unsuccessful then proceed with an examination of the subject matter of the dispute. The juridical reason for the regulation of such provisions is none

other than to reduce the buildup of cases in court and break the tangle of disputes that occur by conveying their respective wishes so that they remain in a harmonious relationship with each other. But in the provisions of Article 4 paragraph (2), it is determined that there is an exception to this obligation for cases that have an examination time limit such as commercial courts. Thus, the settlement of IPR disputes through mediation cannot be done based on Perma No.1 year 2016.

However, keep in mind that the implementation of mediation is not only in court but also known as out-of-court mediation or voluntary mediation. The implementation of this mediation process is not regulated and determined by the state through its law enforcement, but is the will of the parties to resolve the dispute non-litigation through mediation. The procedure of mediation is carried out in principle the same as the mediation process in court. The juridical basis for the implementation of mediation outside the court is Law No.30 Th. 1999 and the generally accepted steps in the mediation process. So the choice of mediation as a form of Alternative Dispute Resolution in the field of property is voluntary mediation.



Problems and disputes in Property

## CONCLUSIONS

Alternative Dispute Resolution in resolving property disputes. In the source of law and the rules of implementation have some different rules against property law but in the legal settlement method consists of dispute resolution through litigation and non-litigation, namely through a formal mechanism in court and outside the court with arbitration mechanisms and Alternative Dispute Resolution in the form of negotiation, conciliation, and mediation. Legal steps that can be taken for it is to file a civil lawsuit in the Commercial Court and criminal prosecution in the General Court. Mediation as an Alternative Dispute Resolution in the settlement of property disputes performance its implementation is specified in the legal sources related to the property already mentioned. Mediation offered to the disputing party is not a form of mediation in court as stipulated in Perma No.1st. 2016, but voluntary mediation conducted by the parties outside the court which requires a reliable and competent mediator.



(Property Dispute Resolution Options)

## Declaration by Authors

**Acknowledgement:** None

**Source of Funding:** None

**Conflict of Interest:** The authors declare no conflict of interest.

## REFERENCE

1. Ali, Zainudin, *Metode Penelitian Hukum*, Jakarta : Sinar Grafika, 2010.
2. Arfian; Fayreizha; Anisah; dan Rinitami, "Urgensi Perlindungan Hukum Konsumen



- dan Penyelesaian Sengketa E-Commerce Masyarakat Ekonomi ASEAN” Jurnal Rechstvinding, Volume 7, Nomor 1, April 2018.
3. Bambang Sutiyoso, Hukum Arbitrase dan Alternatif Penyelesaian Sengketa, Yogyakarta: Gama Media, 2008.
  4. Bambang Sutiyoso, Hukum Arbitrase dan Alternatif Penyelesaian Sengketa, Yogyakarta: Gama Media, 2008.
  5. D.Y. Witanto, Hukum Acara Mediasi, Alfabeta, Bandung, 2012.
  6. Fathoni, “Paradigma Hukum Berkeadilan Dalam Hak Kekayaan Intelektual Komunal”, Jurnal Cita Hukum Universitas Lampung, Bandar Lampung, Vol. 01, No. 02, 2014.
  7. Gunawan Widjaja dan Ahmad Yani, Hukum Arbitrase, Jakarta: PT. RajaGrafindo Persada, 2003.
  8. Hamidi, S Gayo, A Sitompul. Juridical Analysis on The Procurement Of Goods/Service Of The Government To Realize Good Governance (Research Studies In The Department Of Human Settlement and Layout Batam City). International Journal Of Research and Review 8 (11), 2021.
  9. Hesti Dwi Atuti, “Kendala Penyelesaian Sengketa Konsumen Melalui Badan Penyelesaian Sengketa Konsumen (BPSK)” Jurnal Mimbar Justitia, Vol. I No. 02. Universitas Surya kencana, Edisi Juli-Desember 2015.
  10. Janus Sinabalok, Hukum Perlindungan Konsumen di Indonesia, Citra Aditya Bakti, Bandung, 2014.
  11. L.B. Curzon, LandLaw, sevent edition, Great Britain : Pearson Education, Ltd, 1999
  12. Murtiningsih, Siti. Analisis Dampak Guncangan Variabel Makro Terhadap Investasi Bisnis Properti Di Indonesia. Departemen Ilmu Ekonomi, IPB 2005.
  13. N.H.T. Siahaan, Hukum Perlindungan Konsumen dan Tanggung Jawab Produk, Cet. ke-1, Bogor: Grafika Mardi Yuana, 2005.
  14. Nazarkhan Yasin, Klaim Konstruksi & Penyelesaian Sengketa Konstruksi, Gramedia Pustaka Umum: Jakarta, 2008.
  15. Rafitas, A. B. 2005. Kiat Sukses Bisnis Broker Properti. Bumi Aksara, Jakarta.
  16. Rony Wahyu Hidayat, “Peluang Dan Tantangan Investasi Properti Di Indonesia”, Universitas Negeri Surabaya.
  17. Serfianto Dibyo Purnomo, Iswi Hariyani, dan Cita Yustisia Serfiyani, Kitab Hukum Bisnis Properti : Panduan Lengkap Bisnis Properti Ditinjau Dari Aspek Hukum Bisnis, Cet. 1, Yogyakarta : Penerbit Pustaka Yustisia, 2011.
  18. Sri Redjeki Hartono, “Kapita Selekta Hukum Ekonomi”, Bandung, Mandar Maju, 2000.
  19. Sudargo Gautama, Aneka Hukum Arbitrase, Bandung: PT Citra Aditya Bakti, 1996.
  20. Sudjana, “Efektivitas dan Efisiensi Penyelesaian Sengketa Kekayaan Intelektual Melalui Arbitrase dan Mediasi Berdasarkan Undang-undang No. 30 Tahun 1999”, Jurnal
  21. Hukum Universitas Padjadjaran, Bandung, Vol. 02, No. 01, 2018 h. 83 Taufik Yahya, Peran Penting Badan Penyelesaian Sengketa Konsumen Dalam Rangka Perlindungan Hak-Hak Konsumen, Jurnal Ilmu Hukum, Maret 2014.
  22. Wirahadi Prasetyono, Cara Mudah Mengurus Surat Tanah dan Rumah (Buku Terlengkap): Taktik Investasi Properti, Pengakuan KPR, dan Tips Berbagai Masalah Properti, Cet. Pertama, Yogyakarta : Flashbooks, 2013.

How to cite this article: Rudi Kurniawan, Sabela Gayo. The use of mediation as alternative property dispute resolution. *International Journal of Research and Review*. 2023; 10(2): 330-338.  
DOI: <https://doi.org/10.52403/ijrr.20230242>

\*\*\*\*\*