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Review of Dispute Resolution of Heritage Assets and Administration of A Will in Evidence of Disputes

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Abstract. *The purpose of this study is to determine and analyze: 1) Legal construction for the making of wills in the planning of distribution of inheritance. 2) The roles and responsibilities of a notary in the execution of a will. 3). The position of the will in proving inheritance disputes at the Kendari Religious Court based on Decision No.384.Pid.B/2018/PN.Kdi. This research is a juridical-normative approach which is derived from data collection obtained from primary data and secondary data, then analyzed by qualitative analysis methods. Data collection techniques by interview and literature study, data analysis using qualitative analysis. The results of the research are: 1) Legal construction for the making of wills in the planning of distribution of inheritance, namely wills must be written in the form of a will, this is in accordance with the provisions in article 921 of the Civil Code and confirmed in article 195. KHI states that a will is the gift of an object from the heir to another person or institution which will take effect after the heir dies. 2) The role and responsibility of the notary in making a will, namely the notary has the duty and obligation to list the deeds relating to the will. If the notary fails to carry out his responsibilities, the Notary may be subject to sanctions in the form of: written warning; temporary suspension; honorific dismissal; or dishonorable dismissal. 3). The position of wills in proving inheritance disputes at the Kendari Religious Court based on Decision No.384.Pid.B/2018/PN.Kdi, namely wills are used by judges as strong evidence, because they have been made clearly and also legalized by a notary Will deed drawn up by a notary, which is used as evidence in order to have perfect evidentiary power.*

Keywords: Inheritance; Evidence; Will.

1. Introduction

The development of Islamic law cannot be separated from the environmental factors in which Islamic law operates, by looking at the social and cultural factors as well as the reasons (illat) that influence the formation of Islamic law. A will is a legal event in the form of a one-sided agreement, so a sincere intention and desire become the essence of the implementation of a will in accordance with the objectives of Islamic law, namely by paying attention to aspects of benefit and benefit to the recipient of the will, so that it truly has worship value for him. The legal implication for the implementation of wills is the existence of factors in the condition of the recipient, such as improving the economic system on the basis of kinship, the existence of

juridical factors that prevent it, but on the other hand it can be pursued by the existence of a factor of justice.[1]

The will is usually called the last will of a person where that will be carried out if he has die. A will can be said to be a letter containing provisions which contains the last wishes before he died.[2] Wills itself is divided into 2 kinds of wills, namely the testament called the appointment will (erfsterlling) which contains the designation of a person or persons be an heir, and a will (relieved) grant.[3] A will made by a person must be shown with proof of deed can be accounted for. Therefore making a testament is fitting proven by the existence of written evidence, even though we know that The Compilation of Islamic Law stipulates that wills can be carried out either orally and writing.[4]

In making a will, it must be in the form deed and deed of notary. This means that the making of a will requires a name a general official to ratify a will. When not made up front notary, then the testator who writes his own will can submitting the will to the notary after it is signed.[5]

Wasiat is also known in Islamic law, this is stated in the Islamic Law Compilation (KHI) article 171 and emphasized in article 195. KHI states that will is the gift of an object from the heir to another person or institution that will take effect after the heir dies. This means that a will is a form of *Tasaruf* for an inheritance that will take effect after it is carried out after the death of the person who has the will.[6]

A Judge in making a decision must remain grounded and in the corridor of the law. Meanwhile, justice is an implication of law enforcement. In performing their duties, judges must not be discriminatory. With the existence of law enforcement it means automatically upholding justice, because the main essence of law is justice.[7] Therefore, if a dispute occurs, the trial Judge plays an important role in its resolution. Based on the background of the problem above, the author is interested in conducting research and compiling it in a thesis with the title "The Study of Dispute Settlement of Inheritance Distribution and the Position of Wills in Proving Inheritance Disputes in Kendari City (Case Study of Decision No.384.Pid.B/2018/PN.Kdi).

This research seeks to answer problems regarding the Legal Construction of Will Making in Planning for Inheritance Distribution and the roles and responsibilities of Notaries in the implementation of wills, the position of wills in proving inheritance disputes at the Kendari Religious Court based on Decision No.384.Pid.B/2018/PN.Kdi.

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[1] Khisni, Ahmad. (2017). *Hukum Kewarisan Islam*. Semarang. Unissula Press. p. 54
[2] Satrio. (1992). *Hukum Waris*. Bandung. Alumni. p. 180
[3] Ibid
[4] Harahap, Yahya. (2003). *Kedudukan, Kewenangan dan Acara Peradilan Agama*. Jakarta. Sinar Grafika. p. 150
[5] Tamakiran. (1992). *Asas-Asas Hukum Waris Menurut Tiga Sistem Hukum*. Bandung. Pioner Jaya. p. 29
[6] M. Zein, Satria Efendi. (2004). *Problematika Hukum Keluarga Islam Kontemporer*. Jakarta. Prenada Media. p. 398.
[7] Khisni, Ahmad. op.cit. p. 59

2. Research Methods

This type of research used in this research is normative juridical. Normative juridical research is a research method that refers to the legal norms contained in statutory regulations. This research also uses an empirical juridical approach, namely research that focuses on individual or community behavior in relation to law.[8] Researching the effectiveness of a law and research that seeks to find a relationship (correlation) between various symptoms or variables as a means of collecting data consisting of document studies, observations, and interviews.[9]

3. Results and Discussion

3.1 Legal Construction of Will Making in the Planning of Inheritance Distribution

A will is a deed which contains a statement of the last will of a person about what he wants from his wealth after he dies later. A will has a function primarily to oblige the heirs to divide the inheritance in a proper manner according to his utterances, the aim of which is to prevent disputes, commotion and squabbles and to divide the inheritance in the future among the heirs. The Civil Code contains several articles that regulate a will or something related to it, including the following:

1. Article 874 explains that, the inheritance of a person who dies is the property of the heir according to law, as long as the heir does not determine as different by means of a will. There is a possibility that an inheritance (inheritance) is inherited based on a will, the heir can appoint someone or several heirs and the heir can give something to someone or several heirs. For example, A died, leaving B and C's two children. With A's will, A appointed D as the heir for 1/2 part of the inheritance. The remaining 1/2 portions for B and C receive: 1/3 x 1/2 = 1/4 of each.[10]
2. Article 875: "A will or testament is a deed containing a statement by a person about what he wants to happen after he dies, which can be revoked by him." Meanwhile, the provisions with a will in Article 876: consist of 2 ways, namely:[11]
   a. On the basis of general rights: Erfstelling, which is to give an inheritance without a specific object being determined. For example, A has a legacy that ½ of his assets is X.
   b. On the basis of special privileges: Legaat, which is to provide a will whose object can be determined. For example, A left the house on St. Mawar Number 1 to X.[12]
3. Article 957 reads that relief can be referred to as a will grant, which is the determination of a special will in the form of the gift of several objects of a certain

[8] Soekanto, Soerjono and Sri Mamadji. (2009). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Jakarta. RajaGrafindo Persada. p. 1
[9] Amiruddin. (2012). *Pengantar Metode Penelitian Hukum*. Jakarta. Rajagrafindo Persada. p. 15
[10] Warsin, Efendi. (2016). *Hukum Waris*. Jakarta. PT Raja Grafindo Persada. p. 77-78
[11] Ibid. p. 78
[12] Fhadell, Muhammad. *Pembuatan Surat Wasiat Dalam Perencanaan Waris Menurut Kitab Undang-Undang Hukum Perdata*. Lex Privatum Journal. Vol. VI/No. 5/July/2018. p. 127

type to someone or more. Effendi Warsin argues that recipients of relief are called legetaris. The legislator is not a testamary heir, because he does not have the right to replace the heir, but he has the right to collect the heirs for relief to be implemented The obligations of the legaataris are first, to bear all the tax burden, unless otherwise stipulated, and secondly, the legaataris does not bear the burden of debt unless otherwise stipulated. While the reasons for the cancellation are relieved, namely because the object is no longer there and the person who will get the will is not there, so it is not known as *Plaatsvervuling*. According to Article 1001 of the Civil Code, a will be invalid if:[13]

1. The heir or testament refuses;
2. The heir of the testament is incapable of receiving;

Thus, the will is the last will of a person/unilateral statement which can be revoked at any time. Article 897 states that a person who has not reached the age of eighteen years may not make a will. Article 888 Civil Law reads:

"In all wills, conditions that are incomprehensible or impossible to enforce, or are contrary to law and morality, are considered unwritten".[14]

A will must be written in the form of a will, this is in accordance with the provisions in Article 921 of the Civil Code which states "to determine the absolute size of an inheritance, an addition should be made first of all inheritance in when the one who gives or inherits dies. The explanation of wills is not only regulated in the Civil Code, in practice wills have often been used in society. This means that in the community's custom, the implementation of a will has become commonplace, this is called the last mandate.[15]The implementation of the last mandate is understood as a form of determination of inheritance which will later be left to the heirs. This statement is usually made and with the consent of the heirs.[16]

Considering that this is a statement of the will of the person who made the last message, it is certain that the making of this last message can change at any time, is withdrawn by the one who made it.[17]Considering that the practice of the last mandate carried out has become a habit in society, it is necessary to see whether the act is also part of a legal act. By law, in the provisions of Article 876 of the Civil Code, it is stated that an appointment of an inheritance is a will,[18]by which the person who testifies, to one or more people gives the property which he will leave behind when he dies, either in whole or in part, such as half, one-third. Will is known in Islamic law, this is stated in the Islamic Law Compilation (KHI) article 171 and emphasized in article 195. KHI states that a will is the gift of an object from the heir to another person or institution which will take effect after the heir dies. This means that a will is a form of *Tasaruf* for an inheritance that will take effect after it is carried out after the death of the person who has the will.[19]

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[13] Warsin. Efendi Loc.Cit. p. 78
[14] Ibid. p. 130
[15] Sudiyat, Iman. (1981). *Hukum Adat, Sketsa Asas*. Yogyakarta. Liberty. p. 13
[16] Ibid
[17] Oemarsalim. (1991). *Dasar-Dasar Hukum Waris di Indonesia*. Jakarta. Rineka Cipta. p. 82
[18] Kitab Undang-Undang Hukum Perdata Pasal 876
[19] M. Zein, Satria Efendi. (2004). *Problematika Hukum Keluarga Islam Kontemporer*. Jakarta. Prenada Media. p. 398

KHI explained that to make a will can be made orally accompanied by 2 witnesses, or written in front of 2 witnesses, or made before a notary. The most important thing is that the will made is only valid if it has all been approved by the heir.[20] This means that a will is a legal act whose implementation is based on legal provisions that are derived from the Civil Code, Islamic Law Compilation, and have become a habit in the community or known as customary law deeds.[21]It was further explained that wills in the respective regional languages as Javanese are known as welingan or wekasan. Welingan is in the form of the last wish of the deceased warsan so that he can immediately determine how his wealth can be distributed to his children later. The action was aimed at:

a. Require that the heirs distribute the inheritance in a way that is appropriate according to his opinion.
b. Prevent disputes, fuss and bickering
c. In addition, this welingan is a binding tool for the survivor of the will
d. It obliges the heirs to respect the determination of the final message even though it may deviate from the provisions of inheritance law and customary inheritance law.[22]
e. As a counterweight to the legal provisions of inheritance which are considered unfair or unsatisfactory to the heir.[23]

3.2 Role and the Notary's Responsibility in Making a Will

Regarding wills written by themselves (olographis testament) the law explains that a written testament itself must be written and signed by the person who inherits it himself. Such a will by the bequeath must be submitted to a notary public. The heir must also convey it in a closed and sealed condition to the notary public, in front of four witnesses, or he must explain that his will is written on the paper and that the will was written and signed by himself, or written by someone else and signed by him. The notary must make an explanatory deed regarding this matter, which is written on paper or its cover, this deed must be signed either by the heir or by the notary as well as the witnesses,[24] The notary has the duty and obligation to make a list of deeds relating to wills according to the time sequence of making deeds every month; submitting a list of deeds or a nil list relating to wills to the Center of Will at the ministry that administers government affairs in the field of law within 5 (five) days of the first week of each following month.[25]

If the notary is negligent in carrying out his responsibilities related to the will, it can be detrimental to the recipient of the will and as a result the notary can be prosecuted by

[20] Usman, Rahmadi. (2009). *Hukum Kewarisan Islam*. Bandung. Mandar Maju. p. 144-145
[21] Setiady, Tolib. (2013). *Intisari Hukum Adat Indonesia (dalam kajian kepustakaan)*. Bandung. Alfabeta. p. 290
[22] Rato, Dominikus. (2011). *asbang Yustisia.* Surabaya. p. 213
[23] Mulyadi. (2008). *Hukum Waris Tanpa Wasiat*. Semarang. Badan Penerbit Universitas Diponegoro Semarang. p. 24
[24] Pasal 940 Kitab Undang-Undang Hukum Perdata
[25] Pasal 16 huruf (i) Dan (j) Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris

the recipient of the will. The notary may be subject to sanctions in the form of: written warning; temporary suspension; honorific dismissal; or dishonorable dismissal.[26]

Making a will/testament can be done before a notary by making it a deed. Each testament made before a Notary is in the form of a deed, which is called a Notary Deed. Notary deed is a perfect, strongest and fulfilled tool of proof so that in addition to guaranteeing legal certainty, notary deeds can also avoid disputes. It is considered better to write down an act, an agreement, a provision in the form of a notary deed than to put it in a letter under hand Notary deed is null and void by law or has the power of evidence as an underhand deed occurs because it does not fulfill the conditions that have been determined according to law, without the need for certain legal action from the concerned. Therefore, cancellation is passive,[27]

A notary who commits an act against the law can also be based on Article 1365 of the Civil Code which states that every illegal act that brings harm to another person, requires the person who due to his fault to compensate for the loss. Most of them in the Civil Code are called acts against the law (onrechmatige daad).[28] Actions against the law (onrechtmatig daad) are any actions that are contrary to the rights of others that arise because of laws or any actions that are contrary to their own legal obligations arising from law, causing an offense. Actions against the law have been broadly defined as including one of the following actions:[29]

1. Actions contrary to their own legal obligations.
2. Actions that are contrary to the subjective rights of others.
3. Actions that are contrary to the rules of decency.
4. Actions that are contrary to the principles of appropriateness, thoroughness and care that a person should have in social interactions.

If the notary is negligent and not careful in making the deed so that the deed is legally flawed, then the notary's actions must be accounted for. Regarding the Notary's responsibility for the deed he made in criminal matters, it is not regulated in the UUJN, but the notary's responsibility is criminally imposed if The notary commits a criminal act contained in the Criminal Code. Usually the articles that are often used to sue a notary in carrying out his/her job duties are articles that regulate the criminal act of letter forgery, namely Article 263, Article 264, and Article 266 of the Criminal Code, in the case of letter forgery/including a false statement. Imposing criminal sanctions against notaries, In addition to fulfilling the formulation of the violation in the UUJN and the Code of Ethics for the Position of Notary Public, it must also fulfill the formula stated in the Criminal Code. Therefore, criminal liability against a Notary may be subject to the sanctions referred to in Article 263 Jo 264 paragraph (1) of the Criminal Code, where the serious punishment is in the form of imprisonment or 8 (eight) years in prison.[30]

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[26] Article 16 paragraph (11) of Act No. 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public.

[27] Adjie, Habib. (2013). *Pembatalan Akta Notaris*. Cet. II. Bandung. PT. Refika Aditama. p. 67

[28] Prodjodikoro, R. Wirjono. (1984). *Perbuatan Melanggar Hukum*. Bandung. Wells Bandung. p. 80.

[29] Fuady, Munir. (2005). *Perbuatan Melawan Hukum (Pendekatan Kontemporer)*. Bandung. Citra Aditya Bakti. p. 6.

[30] Ibid

In addition to the civil liability imposed on Notaries who have violated the law, the Notary may also be liable by imposing administrative sanctions. Administrative responsibility is imposed on the notary if proven to have violated the provisions of articles, namely Article 7, Article 17, Article 20, Article 27, Article 32, Article, 54, Article 58, Article 59 UUJN. For violations as mentioned above, sanctions will be imposed as referred to in Article 85 of the UUJN which is an internal sanction, namely: verbal warning, written warning, temporary dismissal, respectful dismissal and dishonorable dismissal.[31]

3.3 The Position of the Will in Evidence of Inheritance Dispute at the Kendari Religious High Court Based on Decision Number 384/Pdt.B/2018/PN.Kdi

A will must be in the form of a deed, however civil law does not require whether the will must be in the form of an underhand deed or an authentic deed. However, in practice, wills are generally made in the form of an authentic deed (drawn up before a notary public). This is important considering in terms of proof authentic deeds have perfect evidentiary value. The factors that can cause a deed to be canceled or can be canceled are as follows:

1. Incompetence and Injustice in Action.
2. Defects in Will (Article 1322-Article 1328 of the Civil Code) stipulate limitatively the existence of defects of will, namely errors/error, fraud, and coercion.

The case of inherited land disputes occurred in Kendari City, as in Decision No.384.Pid.B/2018/PN.K where there was a dispute over the grabbing of inherited land committed by the Defendant MN whohas entered and seized control over a plot land located on St. DI Panjaitan Kelurahan Lepo-Lepo District Baruga Kota Kendari, owned by the late AS with SHM No. 12 of 2078 covering an area of 19,935 M2 and SHM No. 30 years 1979 covering an area of 15,310 M2 which was later reversed to become the name of the witness AM and witnesses AST in 2016 based on the heir's statement dated April 11, 2001 later strengthened by the Kendari State Administrative Court Decision Number: 18/G/2015/PTUN.K on 11 December 2015 and Decision State Administrative Court Number: 29/B/2016/PT.TUN MKS dated 25 May 2016. On the suit of the defendant, by means of the defendant establishing a building on the location of the land and part of it is sold to other people, so that witnesses AM and AST through their lawyers gave *Somasi* to the defendant so that the defendant immediately left the location of the land, but the defendant did not heed the summons, so that the witnesses AM and AST felt aggrieved, then reported at The Southeast Sulawesi Regional Police Office for legal proceedings. In this case the evidence is in the form of:

a. 1 (one) copy of receipt from the Kendari City Land Certificate Original No. 12 of 1978 the Village of Lepo-Lepo;
b. 1 (one) copy of Certificate No. 12 of 1978 Lepo-Lepo Village on behalf of AM and AST which has been legalized by the Wua-Wua Post Office;
c. 1 (one) copy of receipt from the Kendari City Land Certificate Original No. 30 of 1979 Lepo-Lepo Village;
d. 1 (one) copy of Certificate No. 30 of 1979 Lepo-Lepo Village under the name of AM and AST which has been legalized by the Wua-Wua Post Office;

[31] Adjie, Habib Op. Cit. *Sanksi Perdata dan Administratif terhadap Notaris*. p. 109.

e. 1 (one) copy of the decision of the State Administrative Court, decision No. 18/G/2015/PUTN.Kdi which has been legalized by the Wua-Wua Post Office;
f. 1 (one) copy of the decision of the State Administrative Court, decision No. 19/G/2015/PUTN.Kdi which has been legalized by the Wua-Wua Post Office;
g. 1 (one) copy of the decision of the State Administrative Court, decision No. 19/G/2015/PUTN.Kdi, jo 29/G/2016/PTUN.MKS which has been legalized by the Wua-Wua Post Office;
h. 1 (one) piece of will from the US;

Based on witness evidence and written evidence the judge decided that:
1. State that the Defendant MN has been legally and convincingly proven guilty of committing the crime of "confiscation";
2. Imposing the punishment to the Defendant is therefore punishable by imprisonment of 4 (four) months;
3. To stipulate that said punishment does not have to be served unless there is a judge's decision which determines otherwise because the convict has committed a criminal act before the probation period of 8 (eight) months ends;
4. To charge the Defendant to pay a court fee of IDR 5,000.00 (five thousand rupiah);

In this case, a will is used by the judge as strong evidence, because it has been clearly drafted and legalized by a notary. A testament made by a notary, which is used as evidence in order to have perfect evidentiary power. The position of the will in this case is as authentic evidence.

The general will is described in the format in Articles 938-939 of the Criminal Code. Another name for this type of letter is a will with a general deed that must be drawn up before a notary public. This letter was made openly before the law so that there would be no misunderstanding and misinterpretation of its implementation after the testator died. The legal basis for this type of will is Article 940 of the Criminal Code which explains that secret wills are closed at the time of delivery. The testator must sign the orders, either if he himself writes them or if he orders someone else to write them. The paper containing the stipulations, or the paper used for the cover, if the cover is used, must be closed and sealed and submitted to a notary, in front of four witnesses to make a deed of explanation regarding this matter. The provisions of the Civil Law mentioned above explain that wills must be written before a notary public or kept by the notary until the time of execution of the will. The under-hand deed is entirely written, dated and signed by the heir.

Article 935 of the Criminal Code explains that the letter is legally valid and can be stipulated a will, without further formalities only for the appointment of executors for burial, testament grants regarding clothes, certain body jewelry, and special tools. House. The status of a will made by deed under hand without a notary does not apply to goods or assets other than clothes, certain body jewelry, and special household utensils. The formalities stipulated in the articles mentioned above must be implemented. If not, Article 953 of the Criminal Code states that the will is threatened with cancellation status.[32]

A will that is in accordance with the mandate of the law, namely:

[32] Interview with Mr. Rudi, Judge at the Kendari District Court on September 20, 2020

1. Will is in the form of a Deed which means in writing;
2. Contains statements from someone while still alive;
3. His wish after he passed away;
4. His statement can be retracted.

The fulfillment of points (1) to point (3) then the will is legally valid so that it has legal force, and if it has legal force then it is valid evidence in the eyes of the law. Whereas point (4) is a right attached to the maker of the will, if he is still alive, he can revoke the will. The element of a will is "in the form of a deed", where the will must designate a writing, something that is written. Given that a will has broad consequences and takes effect only after the testator dies, a testament is bound to strict conditions. Thus, valid evidence must be in writing and made or legalized by an authorized official. Referring to proof of ownership that is valid according to civil law (western) in effect in Indonesia.[33]

4. Closing

4.1 Conclusion

Based on the description above, the conclusions in this study are:

1. Legal construction for the making of wills in the planning for distribution of inheritance, namely wills must be written in the form of a will, this is in accordance with the provisions in article 921 of the Civil Code which states "to determine the absolute size of an inheritance, it should be done. Beforehand, a sum of all the inheritance that exists when the person who gives or inherits dies. *Wasiat* is known in Islamic law, this is stated in the Islamic Law Compilation (KHI) article 171 and emphasized in article 195. KHI states that will is the gift of an object from the heir to another person or institution which will take effect after the heir dies.
2. Roles and responsibilities of the Notary in the implementation of the making of wills, namely the Notary has the duty and obligation to list the deeds relating to the will according to the time sequence of making deeds every month; submitting a list of deeds or a nil list relating to wills to the Center of Will at the ministry administering government affairs in the field of law within 5 (five) days in the first week of each following month. If the notary is negligent in carrying out his responsibilities related to the will, it can be detrimental to the recipient of the will and as a result the notary can be prosecuted in court by the recipient of the will. The notary may be subject to sanctions in the form of: written warning; temporary suspension; honorific dismissal; or dishonorable dismissal.
3. The position of wills in proving inheritance disputes at the Kendari Religious Court based on Decision No.384.Pid.B/2018/PN.Kdi, namely wills are used by judges as strong evidence, because they have been made clearly and also legalized by a notary Will deed drawn up by a notary, which is used as evidence in order to have perfect evidentiary power. The position of the will in this case

[33] Kitab Undang-Undang Hukum Perdata

is as authentic evidence. The general will is described in the format in Articles 938-939 of the Criminal Code. Another name for this type of letter is a will with a general deed that must be drawn up before a notary public. This letter was made openly before the law so that there would be no misunderstanding and misinterpretation of its implementation after the testator died.

4.2 Suggestion

1. It is better if judges and law enforcement officers in applying the basic principles of giving inheritance assets must be traded with the law so that disputes do not occur in the future.
2. In distributing a will, the heir or heir must pay attention to the matters regulated in the Civil Code or KHI so that the heirs and heirs have a clear legal basis when problems occur at a later date.

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Regulation:

Civil Code Article 876

[1] Article 940 of the Civil Code
[2] Article 16 letters (i) and (j) Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary Public
[3] Article 16 paragraph (11) of Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning the Position of Notary Public.
[4] Code of Civil law

Interview:

Interview with Mr. Rudi, Judge at the Kendari District Court on September 20, 2020