**Simple Lawsuits in Dispute Resolution within Sharia Economic Law in Indonesia**

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Abstract

This research is based on the lack of dispute resolution in Sharia economic law available in the Literary Works Literature (LKS) and the lack of assistance from legal practitioners in advancing the field of Sharia economic law and civil in the community. The problem of this research is the extent to which the latest Supreme Court Regulation of the Republic of Indonesia (PERMA RI) has been applied in regulating simple dispute resolution in Indonesian courts. The purpose of the study was to analyze the literature study on PERMA RI which regulates the implementation of simple claims dispute resolution. The research method used is qualitative descriptive with data sources obtained from literature and regulations, as well as reference research and data from the Supreme Court. The results showed that a simple lawsuit process facilitates easier, faster, and low-cost dispute resolution. This study concludes that the simple lawsuit process is by standard operating procedures (SOPs) regulated through PERMA RI and related regulations. The latest contribution from this research is a simple lawsuit settlement arrangement through the examination method in court for civil cases with a material value of Rp500,000,000 (five hundred million rupiah) experienced by the applicant, within a maximum of 25 (twenty-five) working days.

Keywords: Simple Lawsuit; Dispute Resolution; Sharia Economic Law.

Abstrak

Penelitian ini didasari oleh ketidak banyakannya penyelesaian sengketa dalam hukum ekonomi Syariah yang tersedia dalam Literatur Karya Sastra (LKS) dan kurangnya bantuan dari para praktisi hukum dalam memajukan bidang hukum ekonomi Syariah dan keperdataan di masyarakat. Permasalahan penelitian ini adalah sejauh mana Peraturan Mahkamah Agung Republik Indonesia (PERMA RI) terbaru telah diterapkan dalam mengatur penyelesaian sengketa secara sederhana di peradilan Indonesia. Tujuan penelitian adalah untuk menganalisis studi pustaka mengenai PERMA RI yang mengatur implementasi penyelesaian sengketa gugatan sederhana. Metode penelitian yang digunakan adalah deskriptif kualitatif dengan sumber data yang diperoleh dari kepustakaan dan regulasi, serta riset referensi dan data dari Mahkamah Agung. Hasil penelitian menunjukkan bahwa proses gugatan sederhana memfasilitasi penyelesaian sengketa yang lebih mudah, cepat, dan biaya murah. Kesimpulan dari penelitian ini adalah bahwa proses gugatan sederhana sesuai dengan standar operasional prosedur (SOP) yang diatur melalui PERMA RI dan regulasi terkait. Kontribusi terbaru dari penelitian ini adalah pengaturan penyelesaian gugatan sederhana melalui metode pemeriksaan di persidangan untuk perkara perdata dengan nilai materiil Rp500.000.000;- (lima ratus juta rupiah) yang dialami oleh pemohon, dalam waktu maksimal 25 (dua puluh lima) hari kerja.

**Kata Kunci**: Gugatan Sederhana; Penyelesaian Sengketa; Hukum Ekonomi Syariah.

**Introduction**

The development of financial and legal products in Islamic financial institutions (LKS) in the field of Islamic economics, especially in the field of agreements that use Sharia foundations today is experiencing significant growth. Along with its development in the substance of the contract, there must be a solution to *cover* how to resolve disputes *(dispute resolution*) if in the future there are cases and/or problems in the LKS. In this regard, both in the judiciary and outside the court, LKS needs to be supported byqualified human resources (SDI) skills in their fields, especially in handling sharia economic law cases.

In line with the development of a series of Sharia economic laws, the rise of community transactions in LKS causes cases among Sharia economic actors, especially cases among parties who are under contract using Sharia provisions. The development of law in the field of Islamic economics and civil society requires easier, faster methods of handling, and cheaper prices, especially in an easier set of laws. Regulations contained in Indonesia are modernized from *Herzien Inlandsch Reglement (HIR), Rechtreglement Voor de Buitengewesten (RBg),* not distinguished by a review flow between material object value of high or low value, therefore the handling of the case allegedly took quite a long time.[[1]](#footnote-1)

The litigation dimension of religious justice is the judicial area under the Supreme Court regarding the essence of independent judicial authority in carrying out the judiciary to maintain law and justice. The birth of Law No. 3 of 2006 concerning the Improvement of Law No. 7 of 1989 concerning Religious Justice, has ushered in major improvements to the existence of the judiciary today. In addition to the path of litigation,[[2]](#footnote-2) handling cases through arbitration and alternative dispute handling is prioritized in the countermeasures case in LKS whose legality has been confirmed by the birth of Law Number 30 of 1999 concerning Arbitration & Alternative Dispute Resolution (APS). Sociologically, the role is important, because, handling civil cases besides being able to be recommended to the general judiciary, open possibilities are recommended with arbitration and alternative dispute handling.[[3]](#footnote-3) The Government, Legislation, Regulators, and Politics of Sharia Economic Law, each affiliated with and implicating judicial and legal policies in force in Indonesia.[[4]](#footnote-4) In Ani Yunita's opinion, efforts to increase public understanding of the existence of Basyarnas must continue to be socialized through training and legal counseling, while community cultural factors are also key factors that affect the effectiveness of case resolution in Basyarnas.[[5]](#footnote-5) According to Yoghie Arief Susanto's research, dispute resolution in the Islamic economy still involves processes that are not by its principles, such as execution processes that do not meet the principles of justice and honesty, as well as examination times that exceed 25 days, which are contrary to the principle of responsibility.[[6]](#footnote-6) Studying the general picture, of course, becomes important and relevant to be studied, especially regarding the implementation of easy lawsuits regarding the resolution of Sharia economic law disputes and legal efforts. legal protection of the litigants.

**Research Method**

This paper’s research is juridically empirical using a qualitative approach, combined with the conceptual approach of the Law. Terminology law in this case is a written positive legal order. Primary data is obtained from the results of discussion and interviews, while secondary research data is obtained from legal data both primary and secondary through various references and journals. An analyst's technique uses interactive models as well as data investigation views. Formulation of problems, regarding simple lawsuit regulation and portraits of dispute resolution from the perspective of Islamic economic law*.*  Presentation of *normative* analysis with *library research* accompanied by a study of legal regulations related to contract cases in LKS. In legal research, a person conducts research by conducting legal activities to reveal the truth of the law, a scientific activity based on certain procedures, systematics, and understandings whose purpose is to investigate certain legal indications, investigate by conducting a deep review of the truth of the law, and deal with the disclosure of a problem that arises in various indications case.[[7]](#footnote-7)

Results and Discussion

**Sharia Economic Law Entities**

The Unitary State of the Republic of Indonesia is based on Pancasila and the 1945 Constitution as *a normative* reference in every form of justice. Badan Religious Justice includes the realm of judicial authority. Where the position is in line with other courts to enforce the law. The Religious Judiciary is centered on the Supreme Court which is the highest state court institution. This is also stated in Article 3 paragraph 2 of Law No. 7 of 1989 regulates the Religious Judiciary, for the handling of cases the work cannot be released at all from religious law, namely Islam. Likewise, article 49 of Law No. 3 of 2006 has bestowed the intent of various cases into his authority. Religious Justice in Indonesia the formulation of its authority includes: *first,* the authority of the state, namely the authority of the judiciary that is free from the destruction of external groups and the power of other countries;  *second,* the court in the territory of the Religious Justice, includes hierarchy, structure, leadership, judges, clerks, as well as other elements in the series of court networks; *third,* the method of the case in court, which includes the type of case, the law of procedure, and its products; *fourth*, cases in the fields of inheritance, marriage, grants, wills, representation, *zakat, shadaqah, infaq.* Sharia economy, including various cases whose authority is in the judicial body religion; *fifth,* regarding the cases of people who are Muslim, or seek justice; *sixth*, Islamic law becomes a material law that becomes a reference; *Seventh,* strengthening the law and justice.[[8]](#footnote-8)

The solution to all economic problems, the thing that is desired for all economic *systems*, whether from the capitalist, socialist, or mixed economic *system* is the Islamic economy. The spirit of the Islamic economic system is the existence of a fair balance (*tawāsuth*). The answers to all these systems are certainly varied. *The capitalist* system fights for how much consistency the economic system is just. I see the mechanism of forming a conglomeration system and monopoly in a handful of people with capital. *Socialist* system, see how effective this *system* is towards a prosperous economy. The spirit of *the* Islamic economic system is a just balance. The characteristics of balance are seen between the individual and society, as well as the establishment in various dimensions of life to achieve happiness in the world and the afterlife, physical and “*Rohani*” reason and conscience, idealism, and facts. It’s like Allah SWT. It has been described in the Qur'an and is proclaimed in the As-Sunnah of the Prophet Muhammad (peace be upon him).[[9]](#footnote-9)

Studyingthe Islamic economic spirit system, then one of the factors emerges the dispute because it loses the balance between the rights and obligations of the parties, as outlined under the agreement (Akad) agreed upon by the parties. Implementation order, for example, *musyārakah* means an agreement between two people to unionize in terms of business management, capital, and profit-sharing. The profit result of [[10]](#footnote-10) *musyārakah* is also the same regulated as in *mudhārabah,* which is proportionally by the basis of division and loss *(profit and loss sharing principle/PLS).* *[[11]](#footnote-11)* The DSN fatwa also says that *the musyārakah* fund is sourced from the provisions of participation of two parties in certain businesses, where each party bestows cost involvement on conditions, profits, as well as risks that will be borne by the joint agreement.[[12]](#footnote-12)

**Dispute Resolution Practices**

**Terminology**

The views of experts regarding the terminology of simple lawsuits vary, Sudikno Mertokusumo explained that simple terms, namely clear procedures, are easy to understand and not rigid. The simpler the formal data that a court hearing requires, the better. Not the other way around, namely the emergence of formalities that are difficult to understand, give rise to various interpretations, lack legal certainty, and cause fear of making noise before the courts. The Black Law Dictionary defines a simple lawsuit as "[[13]](#footnote-13) *a court that informally and expeditiously adjudicates claims that seek damages below a specified monetary amount, usu. Claims to collect small accounts or debts – also termed small-debts court; conciliation court.[[14]](#footnote-14)* The description is that courts are informal (outside of the general mechanism) with a quick examination to make decisions on claims, losses, or debt receivables. A simple lawsuit can resolve a lawsuit case promptly, quickly, and cheaply and avoid complex and formal litigation. A simple lawsuit is a legal institution that is intended to provide a quick and economical solution to resolve disputes that do not require expensive costs.[[15]](#footnote-15) Dispute resolution in the practices known as two *systems* is a settlement in litigation and completion in non-litigation.

**Litigation Settlement**

Settlement litigation is the handling of cases or legal disputes using court lines. Munir Fuadi called it the conventional handling of cases using a court body that had been done hundreds of thousands of years ago. But, the longer the court body, the more trapped in a juridical fortress that is difficult to penetrate by justice seekers (*justiabelen*), especially by business people who are concerned with business disputes. Start thinking about other options to clear the case outside the court body.[[16]](#footnote-16)

***Out-of-Court Settlement***

Nonlitigation, both terms are linguistically composed of two words, namely, *non* and litigation. The origin of kata non is derived from the English *none* which means "no or reject".[[17]](#footnote-17) The word non, then it has become an uptake word in the official Indonesian language (KBBI) which means "no or not". [[18]](#footnote-18) The word litigation (*litigation*) is a court process or the course of a case. [[19]](#footnote-19) So both terms can be interpreted as handling cases outside the court that are carried out peacefully. In the context of legal science, nonlitigation is known as *Alternative Dispute Resolution* (ADR).[[20]](#footnote-20)

**Legal Base on Settlement of Disputes Non-Litigation**

The juridical dimension of resolving Sharia economic disputes in his time experienced a lot of development. It is characterized by the presence of:

1. Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (APS). LNRI 1999, Number 138. TLNRI, Number 3872. In this Law, it is more dominant to regulate arbitration, while the provisions regarding APS are not regulated in detail. The APS arrangement is contained in Article 1 number 10 and Article 6. There are only mentioned terms consultation, negotiation, mediation, conciliation, and expert assessment.
2. Islamic banking is regulated through Law No. 21 of 2008. LNRI 2008, Number 94. TLNRI, Number 4867. As contained in Article 55 paragraph (1) all handling of Islamic Banking disputes are handled by the court in the religious justice area.[[21]](#footnote-21) *Jo*. Article 49 letter (i) with the enactment of Law Number. 3 of 2006 concerning Religious Justice, LNRI of 2006, Number 22. TLNRI, Number 4611, unequivocally states:

"Sharia Economic" is an activity carried out in Sharia theory including a. Sharia bank; b. Sharia microfinance institution. c. Sharia insurance; d. Sharia reinsurance; e. Sharia mutual funds; f. Sharia bonds, as well as important Sharia medium-term letters; g. Sharia securities; h. Sharia funding; i. Sharia pawnshop; j. the pension costs of Sharia financial institutions; k. Sharia business".

1. Regarding the Judicial Power Law Number 48 of 2009. LNRI 2009, Number 157. TLNRI, Number 5076. In Article 10 paragraph (2) it is reported: "The provisions of examining the case being tried do not close the effort to resolve civil cases peacefully".
2. Law No. 8 of 1999 concerning Consumer Protection. LNRI 2009, Number 157. TLNRI, Number 5076. As written in Article 47 and Article 49 paragraph (1).
3. The Supreme Court System Number 2 of 2015 concerning the "Simple Lawsuit Method". BNRI 2015 Number 1172.
4. The Supreme Court system of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in the District Court. BNRI Year 2016 Number 175.
5. The Supreme Court system of the Republic of Indonesia Number 14 of 2016 concerning Methods of Handling Sharia Economic Cases. BNRI Year 2016 Number 2059.
6. PBI No. 7/46/PBI/2005 concerning Jo. Banking Mediation. PBI Number 10/1/PBI/2008 concerning Improvements Regarding PBI Number 8/5/PBI/2006 concerning Banking Mediation, said that the requirements for collecting and distributing fees for banks that conduct business activities are based on understanding *Sharia*:

"General principles that meet the minimum requirements of this agreement, among others: the principle of transparency of products and services to achieve a Sharia Bank of integrity and trust; universal to all circles of society; prioritizing the resolution of disputes between banks and customers through deliberation; fairness and cost-effectiveness in dispute resolution through APS or Sharia arbitration."

1. Bank Indonesia System (PBI) Number 8/5/PBI/2006 concerning Jo. Banking Mediation*.* PBI Number 10/1/PBI/2008 concerning Improvements regarding PBI Number 8/5/PBI/2006 concerning Banking Mediation:

"The implementation of the banking mediation function by Bank Indonesia is carried out by bringing together customers and banks to review the subject matter of the dispute to reach an agreement without any recommendation, nor a decision from Bank Indonesia. Thus, the banking mediation function implemented by Bank Indonesia is only limited to providing places, helping customers and banks to bring up the subject matter of disputes, providing resource persons, and seeking to reach a dispute resolution agreement between customers and banks".

1. Regulation of the Supreme Court of the Republic of Indonesia Number 4 of 2019 concerning Improvements regarding the Supreme Court System Number 2 of 2015 concerning how "Simple Methods of Handling Lawsuits". BNRI 2019 Number 942. The substance stipulates that the easy handling of charges is a procedure for review in the trial of civil charges using a material value of at most Rp500,000,000;- (five hundred million rupiah) will be cleared through procedures and evidence. which is easy. (Article 1 number (1). Also, plaintiffs and defendants can use the administration of cases in court electronically the same on the regulation agreement (Article 6 A).

Discourse necessity of institution *peace* (peace) of era modern like moment I certainly have one conversation and desire that still Utopian, but already enter Wed deep region practical. By theorist, Handling case law economics sharia of deep Perspective law Islamic and Regulation that Occurred in Indonesia can describe schema bellow:

Figure 1.1: Dispute Resolution Scheme

Analyzing the above scheme, the management of Sharia economic law disputes uses many *nonlitigation* institutions, namely an out-of-court settlement process that is adjusted to the substance of the contract. As explained in Article 55 paragraphs (2) a, b, and c of Law No. 21 of 2008 concerning Islamic Banking, states:

"dispute resolution is carried out by the contents of the Contract" as below: a) deliberations; b) banking mediation; c) regarding the National Sharia Arbitration Board (Basyarnas) or other Arbitrate institutions; d) regarding the court in the general justice area.”

The impact of the regulations issued from several agreements made is legally explained in Article 1338 paragraph (1) of the Civil Code. All contracts that are made officially act as a law for those who do. A contract cannot be canceled if there is no agreement between two parties, or if there is an article of the same law declared sufficient. The agreement not only contains matters that are certainly recognized but for all matters of a provision, required by propriety, habits, or legislation. [[22]](#footnote-22) By law, the resolution of disputes by the content of this agreement is the same as the principle of the agreement as stated in **Article 1338 of the Civil Code** establishing: "All agreements made by the law apply as law to those who make it".[[23]](#footnote-23)

Reviewing the regulation, some cases need to be studied by the parties concerned, namely regarding "resolving disputes by the substance of the counter" and the selection of legal forums *(choice of forums)* for handling contract cases by agreements or agreements. The contract can only be terminated by the agreement of the parties or the provisions required by law. The agreement must be carried out "in good faith" or **"*Pacta Sunt Servanda",*** meaning "**the agreement of the parties must be abided".** The enactment of the basis carries the influence that the parties are required to comply with or accept the agreement that has been made by the parties themselves.[[24]](#footnote-24) Khalid’s confirmation of the contract is also regulated in Article 1332 of the Civil Code, namely: 1). The ability between the parties, namely adults, is not under the ability; 3). About certain things, it means what is promised the rights and obligations of two parties if something arises; A halal reason, namely not violating laws and regulations.[[25]](#footnote-25)

The provisions for dispute resolution of nonlitigation institutions above are also affirmed using alternative dispute resolution (APS), namely through the Arbitrate Institution (outside the General Court), as described in Article 1 paragraph (10) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute management: [[26]](#footnote-26)

"Alternative Dispute Resolution is an institution of dispute resolution or dissent through procedures agreed upon by the parties, namely out-of-court settlement using consultation, negotiation, mediation, conciliation, or expert assessment".

The alternative process of dispute resolution (APS) or *Alternative Dispute Resolution (ADR),* even if using language that is commonly used *(holistic).*  However, the concept of alternative dispute resolution (APS) cannot arbitrarily represent the integrity of the type and form of handling cases non-litigation, at least this opinion is based on several strong reasons.[[27]](#footnote-27) The following in general, there are several forms and methods of *Alternative Dispute Resolution* (ADR). **Consultation.** "Consultation activities are held to match the information between clients and legal counsel. A practice can be in the form of hiring a legal consultant for consultation or solving problems. In this case, the consultant is not dominant but only provides legal opinions that can later become a reference for the parties to the dispute".[[28]](#footnote-28) **Negotiations.** "*The* transaction system by peaceful deliberation is to reach an agreement between the parties. Harmonization from both parties needs to be involved to obtain an agreement and accommodate various interests. The involvement of third parties can involve "mediators" but have no authority to make decisions, or through "adjudicators" who have the authority to make decisions".[[29]](#footnote-29) Negotiation is the bargaining process carried out by both parties in a compromising and flexible manner.[[30]](#footnote-30) Broadly speaking, there are two forms of negotiation, including *Positional Negotiation,* which includes:the final value of the deal targeted; the existence of a bargaining system; and the presence of a feeling of winning or losing;Success is determined by the relationship between expectations and the final result that has previously been agreed upon. *Interest-Based Negotiation (IBN)*:identification of problems and expectations; sharing information about each other's expectations, unrest, and positions; Uncovering problems to obtain desires and expectations from both parties.[[31]](#footnote-31) **Mediation.** "The process of negotiating the handling of cases (disputes), the "mediator" does not favor anyone, is neutral, does not cooperate, or obtains something profitable". Mediation is a case-handling mechanism that includes mediators to help the parties to the dispute to obtain the handling of the case as stated in the agreement that has been agreed upon by the parties. party. In mediation activities, the mediator serves as a mediator in case of information disbursement, describes the point of similarity of the conversation or opinion between the two parties, and seeks to limit the emergence of differences. Mediation especially can be used for the handling *of cases outside the court (out-of-court settlement)* regarding civil disputes, as established in PBI Number 8/5/PBI/2006 through the "Banking Mediation Agency".[[32]](#footnote-32) **Conciliation.** "Creating a misalignment of opinions, resolving a dispute by familial means with no sense of dispute in the court before the start of the trial where this is to avoid litigation.[[33]](#footnote-33) Conciliation (Agreement) is an attempt to bring together the good faith of the warring parties to obtain a peace agreement over the dispute by including a third party (the conciliator). Technically handled in a way: "Conciliator may propose opinions openly and without the tendency to anyone; Conciliators do not have the power to make a final decision on the disputed party, because the decision taken must have the consent of all parties to the dispute; The conciliator is a neutral third party and is accepted by the parties to the dispute".

**Expert Assessment.** "All parties to an agreement, have the right to plead about the expert opinion of the Arbitrate Tribunal on certain legal cases based on the agreement of the parties".[[34]](#footnote-34)

This regulation is the implementation of the duties of the Arbitrate Institution as mentioned in Article 1 paragraph 8 of Law Number 30 of 1999, the Arbitrate Institution is an institution appointed by the party with the dispute to submit a verdict on a particular dispute to the institution. Another is if a dispute arises in the future.[[35]](#footnote-35) Studying how to resolve nonlitigation disputes in the context of this ADR has been by the development of law in Islamic economics and civil. Statement of Court considered: "Considering" letter c asserts that people’s community requires an easier, shorter method of handling, and *relatively* cheap prices, especially in legal relationships that are ordinary. [[36]](#footnote-36) Civil Code, Article 1365 regulates legal protection due to unlawful acts *(Onrechtmatige Daad)* namely: "any action against the law (PMH) that brings harm to others, it is mandatory for the person to compensate". PMH elements, namely:



Figure 1.2. The plot of Sharia Economic Law Simple Lawsuit

*First*, it is mentioned that acts against the law if, violate the rights of others; there is a dispute, that violates decency and the principle of propriety that is considered either by society or the right to things. *Second*, negligence can occur due to intentional (*opzet dolus*) or lack of caution (*culpa*). *Third*, the problem caused by the act of defying the law is material, namely, a real problem felt against the law made by others, and the impact of *immaterial* losses. *Fourth*, to determine compensation to people who carry out actions against the law, there needs to be proof of guilt and causality between actions against the law and losses.[[37]](#footnote-37)

**Standard Operating Procedures (SOP) for Resolving Objections to Simple Lawsuits**

Regarding standard operating procedures (SOP) for handling objections to ordinary charge cases, technically regulator “Badilag” Supreme Court (MA) through PERMA RI explains several dimensions including: [[38]](#footnote-38)

**Legal Basis**

Supreme Court Regulation Number 2 of 2015 concerning Ordinary Dispute Handling Methods. BNRI 2015 Number 1172. Jo. Supreme Court Regulation Number 1 of 2016 concerning Mediation Mechanism in The District Court. BNRI Of 2016 Number 175. Jo. Supreme Court Regulation Number 14 of 2016 concerning the Method of *Sharia* Economic Case. BNRI Year 2016 Number 2059.

**Relevance**

The relevance of the case can be seen from the Operational Standard proposed by your (SOP) Pen Method again Indictment or Ordinary Case by the Sole Judge and Standard Case Tracking Information System (SIPP).

**Commemoration**

If the emergence of warnings with consequences, if SOP is not done, then the handling of a simple lawsuit will not be realized.

**Qualification of the Executor (KP)**

Its benchmarks can be seen from various aspects, namely understanding of the processing of data, duties, and functions in the Committee of the Religious Court, the method of receiving and handling simple lawsuits in the Committee of the Religious Court, methods of trial handling cases or simple charges, and methods of filling out register books in the Committee.

**Equipment**

Equipment can at least be seen from the background memory stuffing, case folders, the main register book of ordinary indictment cases, and *computer devices, scanners*, and *printers*.

**Recording and Data Collection (PP)**

Regarding recording and data collection, technically saved as electronic and manual data. As an overview can be studied in visualization the following link, also as described in the following Simple Lawsuit Pocket Book: [[39]](#footnote-39) (Version Indonesian); “<https://putusan.mahkamahagung.go.id/pengadilan/mahkamah-agung/direktori/perdata-agama/ekonomi-syariah>.”



Figure 1.3. The plot of Sharia Economic Law Simple Lawsuit



Figure 1.4. The plot of Sharia Economic Law Simple Lawsuit

Reviewing *the table* *chain* of the case above an overview of the flow of procedures for resolving simple lawsuits in terms of activities and procedures as released by the “Badilag” Supreme Court Republic of Indonesia, illustrated in the scheme and figure of the following register book:[[40]](#footnote-40)



Figure 1.5.: Chain of the Case Overview and Flow of Procedures.

**Conclusion**

Non-litigation dispute resolution by the ADR method in the context of legal developments in the field of Islamic economics, as well as manners in society, is very important. This method of handling is necessary because it is easier, faster, and more financially affordable, especially in simple legal matters but does not violate applicable regulations. Indications of the case can be seen from the elements of unlawful acts, errors, and causal relationships between losses and actions, as well as the emergence of cases for settlement of mu'amalah disputes with simple claims, the implementation of which can be carried out through the Arbitration Institution, by Law Number 30 of 1999. An institution appointed by a disputing group to bring claims related to a particular dispute. The agency may provide binding opinions on certain legal relationships in cases of disputes on a non-litigation basis. "Badilag MA RI" through the Supreme Court Regulation (PERMA) RI, regulates the procedure and implementation of objection resolution in simple lawsuits in the field of Islamic economics with efforts to complete procedures more simply, quickly, and at low cost. The standard operational procedures (SOPs) for handling objections in simple lawsuits, can be reviewed through several PERMA RI, including Supreme Court Regulation (PERMA) Number 2 of 2015 concerning procedures for handling simple claims. BNRI Year 2015 Number 1172; PERMA RI Number 1 of 2016 concerning Mediation Procedures in District Courts. BNRI in 2016 Number 175; PERMA RI Number 14 of 2016 concerning Sharia Economic Case Procedures. BNRI Year 2016 Number 2059; PERMA RI Number 4 of 2019 concerning Amendments to Supreme Court Regulation Number 2 of 2015 concerning Simple Lawsuit Handling Procedures. BNRI Year 2019 Number 942, as well as other regulations related to Sharia economic law in Indonesia. The substance confirms that the handling of simple cases is an examination procedure in the trial of civil cases regarding a maximum material amount of Rp500,000,000 (five hundred million rupiah) through simple procedures, and their validity is based on applicable regulations and has binding legal force.

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