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The normative study of the legal force of electronic mediation in digital business dispute resolution

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ABSTRACT

The growth of Indonesia's digital economy, driven by startups and digital investments, has amplified business disputes. Traditional litigation is often inadequate, increasing the reliance on mediation. While current regulations (Law 30/1999, PERMA 1/2016) govern conventional mediation, the shift to electronic (online) mediation presents critical normative challenges in the digital business context. Despite the benefits of online mediation (efficiency, cost-effectiveness), before the enactment of PERMA No. 3 of 2022, specific provisions regarding its implementation, validity, and the binding nature of its outcomes were scarce. Major issues persist concerning the legal effects of electronic mediation agreements, particularly regarding electronic contracts, signature validity, and enforcement mechanisms in startup-investor disputes. Key uncertainties include the legal standing of the agreements, their equivalence to arbitration awards, and the precise procedure for their confirmation. This research conducts a normative study on the Legal Power of Electronic Mediation in Digital Business Dispute Resolution. By analyzing relevant regulations and the concept of electronic contracts, this study aims to clarify the legal status, certainty, confirmation mechanism (e.g., court ratification), and legal implications of violating an online mediation agreement within the Indonesian legal system.

Keywords: electronic mediation; digital business disputes; legal force; Indonesian mediation law

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1. INTRODUCTION

The development of the digital economy has brought significant changes to business activities in Indonesia, including digital start-ups and their associated investments. Business models based on platforms, applications, and online services demand speed and flexibility in operations, but also increase the risk of disputes between the parties involved (for example, between startups and investors, or between service users). In such an environment, dispute resolution processes through formal litigation are often deemed inadequate due to their lengthy, costly, and lack of responsiveness to digital dynamics. Therefore, mediation as an alternative mechanisms have become increasingly relevant.

In Indonesia, an alternative form of dispute resolution such as mediation is regulated by Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Law 30/1999) and was later strengthened by Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Court (PERMA 1/2016). A mediation generally offers advantages such as flexibility, lower costs, and a win-win solution compared to litigation. (pmn.or.id). However, with the emergence of digital transactions and disputes, whether in the context of startups, investors, e-commerce transactions, or digital investments, mediation has begun to be conducted online. Studies show that online mediation, also known as part of the Online Dispute Resolution (ODR) concept, has been implemented in several contexts in Indonesian society, such as in religious courts for divorce cases (Zaidah, 2021).

However, there are significant normative challenges when mediation is conducted electronically in the context of digital business. First, although regulations governing mediation exist (such as PERMA 1/2016), specific provisions regarding electronic mediation have not been widely discussed in Indonesia until the issuance of Supreme Court Regulation Number 3 of 2022 concerning Electronic Mediation in Court (PERMA 3/2022). This raises questions about the legal standing of electronic mediation outcomes: whether they are legally binding, the extent of their validity, and the implementation mechanisms in the context of digital startups and investors.

Second, the relationship between startups and investors is often framed in the form of electronic agreements that utilize electronic signatures, online communication, and expedited procedures. In this context, if a dispute arises and the parties agree to online mediation, important questions arise: Are the mediation outcomes immediately legally binding? Is an online mediation agreement equivalent to an arbitration award or a court decision? What is the mechanism for its confirmation? This lack of clarity can make parties hesitant to choose online mediation as an option for resolving digital business disputes. Third, aspects of digital security, the validity of electronic signatures, verification of the parties' identities, digital evidence, and the implementation of mediation in virtual spaces are critical. Without normative certainty and clear practices, the potential for further disputes or the cancellation of online mediation agreements is possible. Studies show that although online mediation offers advantages such as time and cost efficiency and broader reach, challenges such as network quality, digital literacy, and lack of specific regulations still hinder its optimal implementation (Kossay, 2024).

Based on the background above, it is important to conduct a normative study on the Legal Power of Electronic Mediation in Digital Business Dispute Resolution. This study will examine applicable regulations, the concept of electronic contracts/mediation, the association of mediation agreements with electronic agreements, and how online mediation outcomes are interpreted and implemented within the Indonesian legal system.

Thus, this research is expected to provide a clearer picture of the legal status of the results of online mediation, whether legal certainty is created for the parties, how the mechanism for its confirmation is (whether through a deed, a registered peace agreement, or ratification by the court), and what the legal implications are if the online mediation agreement is violated.

The problem formulation of this study is how binding are the results of electronic mediation in resolving digital business disputes?

2. METHOD

This research uses a normative legal research method, focusing on the study of positive legal norms, legal principles, and doctrines that are relevant to the problem under study. The normative approach was chosen because the main problem in this research relates to the binding force of electronic (online) mediation results in resolving digital business disputes, which requires analysis of laws and regulations and the underlying legal concepts. The statute approach is utilized to comprehend legal theories pertaining to online mediation and the effectiveness of dispute resolution.

The data used in this research are secondary data, which consist of primary legal materials in the form of binding laws and regulations; secondary legal materials such as books and academic journals; and tertiary legal materials, including legal dictionaries and encyclopedias. Data collection was conducted through library research by examining legal documents and relevant scientific literature. The data were analyzed using a descriptive qualitative method, namely by inventorying, elaborating, and interpreting the legal materials to answer the research problem concerning the legal force of electronic mediation in the resolution of digital business disputes.

3. RESULT AND DISCUSSION

3.1. Legal Status of Mediation in the Indonesian Legal System

Alternative Dispute Resolution (ADR), better known as Alternative Dispute Resolution (ADR), refers to a range of dispute resolution methods conducted outside of formal litigation or court proceedings (Aritonang, 2021). This approach offers disputing parties the option to reach an agreement cooperatively and is often more efficient. The concept of ADR has evolved rapidly in response to the complexity, time-consuming nature, and expense often associated with traditional court proceedings (Fadillah & Putri, 2021). The legal framework in Indonesia for ADR is largely accommodated by Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which serves as an important foundation for these practices.

There are several main forms of ADR commonly used, each with its own characteristics and advantages (Pratama, 2023): (1) Negotiation: This is the most basic and direct form of APS, where the disputing parties communicate directly to find a mutually acceptable solution. Negotiation does not involve a third party, thus giving the parties full control in determining the outcome (Amar et al., 2024). Its success depends heavily on the parties' willingness and ability to compromise and reach an agreement (Triana, 2019); (2) Mediation: In mediation, a neutral and impartial mediator facilitates communication between the parties. The mediator does not have the authority to make decisions or impose solutions, but rather helps the parties understand their respective interests, identify settlement options, and reach a voluntary agreement (Chalid & Adnan, 2024). The mediation process is often informal, confidential, and focused on problem-solving, not on who is "right" or "wrong"; (3) Conciliation: Similar to mediation, conciliation also involves a neutral third party, the conciliator. The difference lies in the role of the conciliator, who may be more active in suggesting solutions or providing expert opinions to help the parties reach an agreement (Chalid & Adnan, 2024). Although the conciliator can provide advice, the final decision remains with the parties; (4) Arbitration: Arbitration is a more formal form of APS than mediation or conciliation. In arbitration, the parties agree to submit the dispute resolution to one or more mutually selected arbitrators (Yuhelson, 2018). The arbitrator will hear arguments and evidence from both parties, then issue a binding and final arbitration decision. This arbitration decision has the same legal force as a court decision and is enforceable. Arbitration is often chosen because of its confidentiality, speed, and the arbitrator's specialized expertise in the specific dispute area.

Mediation in Indonesia is fundamentally a form of Alternative Dispute Resolution (ADR) regulated by Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. Article 6 of this law provides that the parties disputes may be resolved through consultation, negotiation, mediation, conciliation, or expert assessment. Within the framework of procedural law, mediation was integrated into the judicial system through Supreme Court Regulation (PERMA) Number 1 of 2016, which was subsequently refined by PERMA Number 3 of 2022 regulating electronic mediation in courts.

The legal implications of this obligation are significant: cases not proceeding through mediation can be declared null and void, demonstrating the central role of mediation in current civil procedural law (Subekti, 2015). Outside the courts, mediation is recognized under Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which places it as a voluntary dispute resolution method. However, successful mediation in court has stronger legal force because the resulting peace agreement can be confirmed by a judge as a Peace Deed, which has the same enforceable power as a final court decision (Harahap, 2019). Therefore, mediation is not merely a supplement, but an integral part aimed at realizing the principles of simple, expeditious, and low-cost justice.

Normatively, the results of mediation, whether conducted conventionally or electronically, have valid legal standing provided that they fulfill the requirements of a valid agreement as stipulated in Article 1320 of the Civil Code (KUHPdata), namely, agreement, capacity, a specific object, and a lawful cause. The results of mediation, expressed in the form of a peace agreement, also have binding legal force for the parties in accordance with the principle of *pacta sunt servanda*, where every legally made agreement applies as law to those who make it.

3.2. Legal Certainty and Protection of the Parties

A dispute is a condition that gives rise to differences of opinion, quarrels, arguments, disagreements, or legal cases. A dispute or conflict reflects the existence of differing interests between two or more parties. When two or more parties are confronted with conflicting interests, a problem develops into a dispute once the aggrieved party expresses dissatisfaction or concern, either directly or indirectly, to the party causing the loss or to another party. The emergence of prolonged disputes encourages efforts to find a humanistic, simple, fast, and fair resolution, in which both parties do not feel disadvantaged (a win-win solution). However, in reality, existing continental legal mechanisms are unable to accommodate human desires, resulting in almost every dispute resolved through the courts tending to favor one party (a win-win solution), and the procedural process is also expensive (Fitriani, 2024).

Mediation is a form of dispute resolution conducted outside the court through an agreement reached by the disputing parties, with the assistance of a neutral and impartial third party. This third party, known as a mediator, does not have the authority to decide the dispute (Triana, 2021). Mediation is considered a faster and more cost-effective dispute resolution process and can offer greater opportunities for the parties to achieve a fair and mutually satisfactory outcome (Konoras, 2017). Dispute resolution efforts through mediation are carried out in the following stages: (a) The mediator invites the parties; (b) Explains the intent, purpose, and nature of the mediation to the parties; (c) The parties submit the dispute or disagreement requesting mediation; (d) The mediator formulates an understanding and identifies the issues to agree on the matters of the dispute or disagreement and the desired resolution method; (e) Develops a mediation schedule with the parties; (f) Negotiations, including the presentation of evidence from the parties, hearing testimony from experts or other parties; (g) The parties reach an agreement on an alternative dispute resolution; (h) The parties have the right not to continue the mediation process; (i) Preparation and signing of minutes of agreement or dispute resolution agreement by the parties.

One of the primary objectives of law is to provide legal certainty for the parties. In the context of online mediation, legal certainty can only be achieved if the identities of the parties and mediator can be

clearly verified, the mediation process is legally documented and can be digitally proven, and the mediation results have a strong legal basis for enforcement (Jauhani, 2022).

Legal certainty in online mediation processes faces unique challenges compared to conventional mediation. One key issue is the validity and legality of electronic peace agreements reached, particularly regarding electronic signatures and their admissibility in court (Harahap, 2019). The Electronic Information and Transactions Law (UU ITE), in Indonesian positive law, provides a basis for recognizing electronic documents, but further certainty is needed regarding the enforceability of online mediation results. This certainty is crucial to ensure that parties will not easily renege on agreements made in a virtual environment.

Protection of the parties, particularly regarding personal data and the confidentiality of the process, is crucial in online mediation. Mediation platforms must ensure cybersecurity to prevent the leakage of sensitive information discussed during mediation sessions. This protection also encompasses aspects of equal access and procedural fairness, ensuring that technological limitations or geographic location do not disadvantage either party. Online mediators also have an ethical responsibility to ensure that the parties fully understand the process, risks, and legal consequences of digitally concluded agreements (Subekti, 2015). Clear provisions regarding jurisdiction and applicable law must also be ensured, given that online mediation often involves parties from different jurisdictions. Thus, an adaptive legal framework is essential to support the effectiveness and accountability of online mediation as an alternative dispute resolution method.

The regulations regarding electronic signatures in the ITE Law and the provisions on electronic mediation in PERMA 3/2022 provide an initial legal basis, but their implementation remains limited within the judicial system. For private mediation conducted outside of court, further regulations are needed to ensure the binding force of online agreements and provide legal certainty in the event of a breach. Within the theoretical framework of freedom of contract, parties are free to determine the form and manner of their agreements, including electronic ones. However, this freedom must remain within legal boundaries that guarantee validity and protection for all parties, including mechanisms for verifying and enforcing the agreement.

3.3. The Binding Power of Electronic Mediation Results in Digital Disputes

In the context of digital startups, mediation agreements often involve share ownership, profit sharing, or high-value intellectual property rights. Without a clear enforcement mechanism, the parties risk facing further disputes even after mediation has taken place. Therefore, strengthening regulations that guarantee the enforceability of electronic mediation results is needed, for example by implementing a system for registering mediation results with the District Court to obtain enforceable power.

To overcome the limitations of distance and time for communication in cross-border dispute resolution, many countries are currently optimizing peaceful dispute resolution mechanisms, particularly through the concept of Online Dispute Resolution (ODR). This approach simplifies the mediation process, which was traditionally conducted face-to-face, by transforming it into mediation carried out via video connections using online applications. The legal basis for online mediation is stipulated in Article 5 paragraph (3) of Supreme Court Regulation No. 1 of 2016 concerning Mediation Procedures in Court, which states: "Mediation meetings may be conducted through remote audio-visual communication media that allows all parties to see and hear each other directly and participate in the meeting."

Online mediation in dispute resolution between digital startups and investors is a more efficient option because it saves costs and time. However, problems arise when the results of the mediation are formalized in electronic documents or digital contracts signed using electronic signatures. Law Number 11 of 2008 concerning Electronic Information and Transactions (ITE), as amended by Law Number 19 of 2016, Article 11 paragraph (1) states that electronic signatures have legal force and legal consequences, provided they meet certain requirements. Therefore, the results of online mediation signed electronically

can be categorized as valid and binding electronic agreements, provided the identities of the parties can be verified and the electronic data remains unchanged. The results of electronic mediation have legally binding civil force, provided they meet the requirements for a valid agreement and a valid electronic signature.

The results of electronic mediation have the potential for significant binding force because they can produce a settlement agreement outlined in a written agreement, which can then be confirmed as an executory settlement deed. A research in the Indonesian legal system, shows that results of non-litigation mediation will have legal certainty if the mediation agreement is registered with the court and made into a settlement deed, because this deed provides "perfect evidentiary value" and can be executed without the need for re-filing a lawsuit (Fadlillah & Harry, 2025). Furthermore, in digital disputes, a settlement agreement related to Copyright on platforms such as YouTube, for example, can have a strong legal basis based on Article 1851 of the Civil Code.

However, there remains a legal vacuum regarding the mechanism for ratifying the results of online mediation conducted outside the courts. While Supreme Court Regulation (PERMA) No. 3 of 2022 regulates electronic mediation in court, there are no specific statutory regulations governing online mediation outside the courts (non-litigation). This creates legal uncertainty regarding how the mediation results can be enforced if one party fails to comply with the agreement.

While electronic mediation promises time and cost efficiencies, there are substantial challenges related to its legality and regulatory acceptance, as digital mediation is not explicitly regulated in many traditional laws. For example, although Supreme Court Regulation (PERMA) No. 3 of 2022 regulates electronic mediation as a means of dispute resolution in the digital era, factors such as digital literacy, data security, and mediator competence remain major obstacles to implementation (Abduh, 2025). Furthermore, several legal studies have noted that without an explicit regulatory basis recognizing electronic mediation, the legality and enforceability of digital mediation results are vulnerable to questionable legality.

The binding power of electronic mediation outcomes also depends heavily on the digital evidence mechanisms and authentication of the electronic documents used in the mediation process. Electronic evidence, such as emails and digital documents, is recognized as valid evidence in civil disputes under the ITE Law and the Civil Code, provided it can pass the authentication process and maintain its integrity (Siswajhanty, 2025). Furthermore, the use of digital signatures in mediation settlement agreements adds a layer of evidentiary legitimacy: certified digital signatures are first verified to have "strong evidentiary force". Therefore, if an electronic mediation agreement is digitally signed and evidenced by legally recognized electronic evidence, the mediation outcome can be more easily enforced, making it a highly relevant and binding digital dispute resolution tool.

4. CONCLUSION

Efforts to resolve disputes through mediation are carried out in the following stages: The mediator invites the parties; explains the intent, purpose, and nature of the mediation to the parties; The parties submit the dispute or disagreement for which mediation is requested; The mediator formulates an understanding and identifies the issues to reach agreement on the matters of the dispute or disagreement and the desired resolution method; Develops a mediation schedule with the parties; Negotiations, including the presentation of evidence from the parties, hearing testimony from experts or other parties; The parties reach an agreement on an alternative dispute resolution; The parties have the right to discontinue the mediation process; and if mediation is continued and successful, the parties prepare and sign a minutes of agreement or dispute resolution agreement.

Online mediation (Online Dispute Resolution) is an efficient solution for startup and investor disputes because it saves time and costs. Although the ITE Law recognizes electronic signatures as valid and legally binding digital agreements (as long as data integrity is maintained), there are critical issues

regarding the enforceability of the results. The binding force of electronic mediation outcomes depends heavily on the authentication of digital evidence and the registration of the results with the District Court for formalization as a Settlement Deed, thereby gaining full executorial force. The lack of normative legal framework, particularly regarding the validation mechanism for non-litigation online mediation outside of Supreme Court Regulation No. 3 of 2022, creates legal uncertainty in its implementation. Therefore, strengthening regulations at the statutory level is needed to ensure the certainty of execution of online mediation outcomes and address implementation challenges such as data security and digital literacy.

Ethical Approval

Not Applicable

Informed Consent Statement

Not Applicable

Authors' Contributions

ATUH contributed to the conceptualization of the research, formulation of legal issues, normative legal analysis, and overall structuring of the manuscript. FNP contributed to the literature review, analysis of regulations related to electronic mediation and digital contracts, and drafting and refinement of the discussion and conclusions

Disclosure Statement

The Authors declare that they have no conflict of interest

Data Availability Statement

The data presented in this study are available upon request from the corresponding author for privacy.

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