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A Comparative Analysis of Mediation Regulations and Procedures for Civil Dispute Resolution in Indonesia and South Korea

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Abstract: Mediation is one of the mechanisms for civil dispute resolution that has become increasingly integrated into judicial systems, including in Indonesia and South Korea. Although both countries recognize mediation as a means of promoting amicable dispute resolution, differences exist in the regulatory framework, the involvement of courts, the position of mediators, and the scope of party autonomy. This study aims to analyze the legal framework governing mediation in civil dispute resolution in Indonesia and South Korea and to compare the mediation procedures in both countries from the perspective of voluntariness and party autonomy. This study employs normative legal research using statutory, conceptual, and comparative approaches. Legal materials are analyzed descriptively, analytically, and comparatively by examining provisions concerning the initiation of mediation, court referrals, the roles of judges and mediators, the conduct of mediation, and the legal consequences of mediation outcomes. The findings indicate that Indonesia regulates mediation through relatively detailed and standardized procedural requirements under Supreme Court Regulation Number 1 of 2016, whereas South Korea provides courts with greater discretion under the *Judicial Conciliation of Civil Disputes Act*. These differences demonstrate that the integration of mediation into the judicial system does not necessarily eliminate voluntariness, provided that decisions concerning the substance of the settlement remain with the parties. However, the greater the authority exercised by courts in directing and determining the settlement process, the more important it becomes to safeguard party autonomy.

Keywords: Mediation; Civil Disputes; Comparative Law; Court-Connected Mediation; Party Autonomy.

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INTRODUCTION

Civil disputes do not necessarily have to be resolved through court judgments. Litigation does provide a dispute resolution mechanism that offers legal certainty; however, the process may be lengthy and formal and may place the parties in an adversarial position (Ananda & Afifah, 2023). This condition has encouraged the development of various dispute resolution mechanisms that provide greater opportunities for the parties to resolve their disputes based on their own interests and agreements (Nurhayati et al., 2026; Yati Nurhayati et al., 2026). One such mechanism that has developed within modern legal systems is mediation. Through mediation, dispute resolution is not entirely entrusted to judges but is pursued through negotiations between the parties with the assistance of a third party whose function is to facilitate the achievement of an agreement (Salsabilla, 2025). This characteristic makes mediation relevant not only as an alternative to litigation but also as part of efforts to expand access to dispute resolution that is simpler, faster, and more participatory (Ramadhani et al., 2026).

This development can be observed in the Indonesian legal system. Mediation has been recognized both as a mechanism for out-of-court dispute resolution and as part of judicial proceedings. The position of mediation within civil procedural law was strengthened through Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts, which requires mediation to be undertaken as a procedural stage in civil cases filed before the courts, subject to certain exceptions (Arjanto, 2024). The regulation not only establishes the obligation to undertake mediation but also regulates its stages, the position of mediators, the obligations of the parties, good faith, and the follow-up to mediation outcomes. Accordingly, mediation in Indonesia is no longer positioned merely as an informal mechanism dependent on the initiative of the parties but has been formally integrated into civil procedural law.

A different regulatory model can be found in South Korea. Civil mediation has developed within the framework of the *Judicial Conciliation of Civil Disputes Act*, which provides a legal basis for resolving civil disputes through court-connected conciliation (Judicial Conciliation of Civil Disputes Act, 2020). The Act places voluntary and autonomous settlement among the objectives of the conciliation process. At the same time, these objectives operate alongside substantial judicial authority to direct cases toward conciliation proceedings. Disputing parties may submit an application for conciliation, while the court may also refer a pending case to conciliation before a judgment is rendered. Such proceedings may be handled by a conciliation judge, a conciliation panel, a permanent court mediator, or the court hearing the case. This framework demonstrates that the integration of mediation or conciliation into the judicial system is not necessarily based on the same procedural requirements. South Korea provides greater room for the court to determine how and when conciliation is utilized, while the outcome of the process remains fundamentally related to the agreement of the parties.

These differences become significant when mediation is examined from the perspective of voluntariness and party autonomy. Mediation essentially requires the parties to have the opportunity to determine for themselves whether and how their dispute will be resolved (Marisah et al., 2025). However, when mediation becomes part of judicial proceedings, institutional involvement cannot be disregarded. In Indonesia, the

obligation to undertake mediation arises as a consequence of filing a case before the court, whereas in South Korea the court has the authority to refer a case to conciliation even without a prior agreement between the parties. At the same time, South Korean law provides strong legal consequences for the outcome of conciliation and even allows a conciliation judge to issue a certain decision when no agreement is reached or when the terms of the agreement are considered inappropriate, subject to an objection mechanism available to the parties. This situation demonstrates that voluntariness in mediation needs to be understood more carefully: an obligation or authority to enter the mediation process is not necessarily identical to an obligation to accept a particular outcome. The central issue is the extent to which the parties retain control over the substance of the settlement when mediation takes place within the judicial environment.

A number of studies have examined the development of mediation in Indonesia and South Korea; however, discussions of the two systems have largely been conducted separately. Indonesian literature tends to focus on the position of Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts, mediation stages, the role of mediators, and the effectiveness of its implementation. Meanwhile, studies concerning South Korea frequently discuss the development of *court-annexed mediation*, the roles of judges and mediators, and the relationship between mediation and judicial efficiency. Comparative studies that specifically examine the two systems in terms of their regulatory structures and mediation procedures, as well as their implications for voluntariness and party autonomy, remain limited. This issue is significant because both countries integrate amicable dispute resolution into their judicial systems but employ different approaches in regulating the roles of courts, mediators, and parties. These differences provide an opportunity to examine whether procedural certainty and judicial involvement can coexist with the principle that the resolution of a dispute remains determined by the parties.

The comparison between Indonesia and South Korea in this study is not intended to determine that one system is a superior model. Rather, the comparison seeks to understand how each legal system constructs the relationship between procedural obligations, judicial authority, the role of mediators, and the freedom of the parties to resolve their disputes. This approach is important because court-integrated mediation cannot be assessed solely on the basis of whether there is an obligation to undertake mediation, but also on the extent to which the process provides the parties with an opportunity to express their interests, negotiate, and accept or reject the proposed settlement. In the South Korean system, for example, the regulatory framework explicitly recognizes respect for the parties' efforts to reach a voluntary and autonomous settlement, while simultaneously granting courts broad authority within the conciliation process (Choung, 2017). This makes South Korea a relevant subject of comparison with Indonesia, which has adopted more detailed procedural regulations governing mediation.

Based on the foregoing, this study aims to analyze the legal construction of mediation regulation in civil dispute resolution in Indonesia and South Korea and to compare the mediation procedures in the two countries in terms of safeguarding the voluntariness and autonomy of the parties. This study addresses two research questions: (1) How is

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mediation legally regulated in civil dispute resolution in Indonesia and South Korea?; and (2) How do the mediation procedures for civil dispute resolution in Indonesia and South Korea compare in safeguarding the voluntariness and autonomy of the parties? Through this comparative analysis, the study is expected to provide an understanding of the characteristics of each model and serve as a consideration for the development of mediation in Indonesia without disregarding the need for legal certainty and the consensual nature of mediation.

METHODS

This study employs normative legal research aimed at analyzing the regulations and procedures governing mediation in civil dispute resolution in Indonesia and South Korea. Normative legal research serves to provide juridical arguments in situations involving normative gaps, ambiguity, or conflicts between legal norms (Kadarudin, 2021). The approaches employed in this study consist of the statutory approach, conceptual approach, and comparative approach. The statutory approach is used to examine the legal provisions that form the basis for the implementation of mediation in each country, while the conceptual approach is employed to analyze the concepts of voluntariness, party autonomy, and the role of mediators in the dispute resolution process. The comparative approach is used to identify similarities and differences between the mediation systems in Indonesia and South Korea.

The legal materials used in this study consist of primary and secondary legal materials. Primary legal materials include Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts and South Korea's *Judicial Conciliation of Civil Disputes Act*, along with other relevant legal provisions. Secondary legal materials consist of books, journal articles, research findings, and legal literature addressing mediation and civil dispute resolution in Indonesia and South Korea. Legal materials were collected through library research by selecting sources based on their relevance to the research issues.

The legal materials were analyzed using descriptive-analytical and comparative methods. The analysis was conducted by identifying and comparing the legal foundations, the position of mediation within the judicial system, mechanisms for initiating and referring cases, the roles of judges and mediators, procedural stages, and the legal consequences of mediation outcomes in the two countries. The results of the comparison were subsequently used to analyze how each legal system regulates the relationship between judicial involvement and the voluntariness and autonomy of the parties in determining the resolution of their disputes.

RESULTS AND DISCUSSION

Legal Framework Governing Mediation in Civil Dispute Resolution in Indonesia

Legal Basis and Position of Mediation within the Indonesian Judicial System

Mediation within the Indonesian legal system is positioned as a dispute resolution mechanism integrated into judicial proceedings. The regulatory framework recognizes mediation not only as a form of out-of-court dispute resolution but also as part of civil procedural law through Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts (Arjanto, 2024). The regulation

specifically governs mediation procedures in judicial proceedings and stipulates that judges, mediators, parties, and/or their legal representatives are required to comply with the mediation procedures.

This position demonstrates that mediation in Indonesia is no longer merely an additional option after a case has been brought before the court. Rather, mediation constitutes a stage of dispute resolution that must be undertaken before the judicial examination of the case proceeds further (Pramesti, 2020). Accordingly, the Indonesian regulatory framework establishes a close relationship between mediation and adjudicative proceedings. Procedural certainty constitutes one of the main characteristics of this model, as the stages of mediation, the obligations of the parties, the role of mediators, and the outcomes of mediation are regulated by specific legal provisions.

The relatively detailed regulatory framework also reflects an effort to standardize mediation practices within the courts. Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts not only establishes the obligation to undertake mediation but also regulates the duties of mediators, the parties' obligation to act in good faith, the confidentiality of the mediation process, and mediator competency requirements. Therefore, the Indonesian legal framework for mediation can be understood as a court-annexed mediation model characterized by a relatively high degree of formalization.

Scope and Obligation to Undergo Mediation

The obligation to undergo mediation is a significant characteristic of the Indonesian regulatory framework. In principle, Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts requires civil cases brought before the courts to first undergo mediation as an attempt to reach an amicable settlement, subject to certain exceptions specified in the regulation. This obligation applies not only to the parties but also to judges, mediators, and/or legal representatives (Ferdiansyah et al., 2025).

This framework demonstrates that the mandatory nature of mediation in Indonesia primarily concerns the obligation to undergo the process, rather than an obligation to reach a settlement. This distinction is important because mediation remains a negotiation process aimed at enabling the parties to reach an agreement. In other words, the procedural obligation does not automatically transform mediation into an adjudicative mechanism in which judges or mediators have the authority to determine the outcome of the dispute (Dahliani & Tuasikal, 2025).

This model provides the advantage of ensuring that an opportunity for amicable settlement is available in every case falling within the scope of mandatory mediation. However, the high degree of formalization also raises questions regarding the extent to which a legally mandated process can continue to preserve the voluntary nature of mediation.

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Legal Framework Governing Mediation in Civil Dispute Resolution in South Korea

Legal Basis and Objectives of the Judicial Conciliation of Civil Disputes Act

In South Korea, civil dispute resolution through judicial conciliation is primarily regulated by the Judicial Conciliation of Civil Disputes Act. The Act establishes conciliation as a mechanism for resolving disputes appropriately, fairly, expeditiously, and efficiently, while also respecting the parties' efforts to reach a settlement voluntarily and autonomously.

Unlike Indonesia, which provides relatively detailed procedural regulations through Supreme Court regulations, the *Judicial Conciliation of Civil Disputes Act* primarily establishes a general framework for conducting conciliation within the judicial environment. This flexibility is reflected, among other things, in the possibility of submitting an application either in writing or orally, as well as in the court's authority to adapt the conduct of the proceedings to the circumstances of the case.

Conciliation in South Korea is also closely connected to judicial proceedings. The parties may submit an application for conciliation to the court, while a pending case may also be referred by the court to conciliation proceedings before a judgment is rendered. This demonstrates that the parties' initiative is not the only avenue through which conciliation proceedings may be initiated (Marisah et al., 2025).

Position of Judges, Mediators, and Conciliation Panels

The *Judicial Conciliation of Civil Disputes Act* grants a substantial role to the judiciary in the conciliation process. Conciliation proceedings may be handled by a conciliation judge, a conciliation panel, or other persons authorized under the applicable legislation. A conciliation panel consists of a chairperson and at least two members.

This framework demonstrates that the South Korean model does not strictly separate amicable dispute resolution from the judicial institution. Judges and the court structure remain important components of the process (Salsabilla, 2025). On the one hand, such involvement provides institutional legitimacy and facilitates the integration of conciliation outcomes into the judicial system. On the other hand, the direct involvement of judges may affect the parties' perception of their freedom during the negotiation process.

This issue becomes more significant because the *Judicial Conciliation of Civil Disputes Act* allows judges to examine the facts of a case when considered necessary. Accordingly, the role of judges in South Korean conciliation may come closer to the adjudicative examination of a dispute than the conventional conception of a mediator as a facilitator who is entirely separate from adjudicative functions.

Conciliation Procedures and Legal Consequences

The *Judicial Conciliation of Civil Disputes Act* provides flexibility regarding the location where conciliation proceedings are conducted, allowing them to take place at a venue considered appropriate in light of the nature of the dispute and the convenience of the parties. The proceedings are also conducted confidentially, and statements made during the conciliation process are, in principle, inadmissible in subsequent civil proceedings. These provisions demonstrate the legal protection afforded to confidentiality and the parties' freedom to communicate during the conciliation process.

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Where the parties reach an agreement, the terms of the settlement are recorded in a protocol, and the outcome of the conciliation has the same legal effect as a settlement reached through judicial compromise. However, the *Judicial Conciliation of Civil Disputes Act* also grants the conciliation judge the authority to issue a decision in certain circumstances where no agreement is reached or where the terms of the agreement are deemed inappropriate. The parties retain the right to object to such a decision within two weeks. If no objection is filed within the prescribed period, the decision acquires the same legal effect as a settlement reached through judicial compromise.

This provision represents one of the most significant characteristics of the South Korean system. Conciliation continues to provide an opportunity for the parties to reach a mutually agreed settlement, while the legal system also provides a mechanism for resolving the dispute when an agreement cannot be reached. Accordingly, South Korean conciliation cannot be understood as a process that depends entirely on the parties' agreement.

Comparison of Mediation Procedures in Indonesia and South Korea

Initiation and Referral of Cases

The first difference can be observed in how cases enter the mediation process. Indonesia applies a relatively standardized mechanism: civil cases falling within the scope of Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts are, in principle, required to undergo mediation before the judicial proceedings proceed further. The judge hearing the case then requires the parties to undertake mediation at the stage prescribed by civil procedural law (Khudoikina & Ilyin, 2023).

South Korea provides greater procedural variation. Conciliation may be initiated through an application by the parties, but the court may also refer a pending case to conciliation proceedings. Accordingly, Indonesia places greater emphasis on the standardization of procedural obligations, whereas South Korea provides courts with greater discretion in determining when conciliation should be utilized (Choung, 2017).

This difference does not, in itself, indicate that one model is more effective than the other. A clearly defined obligation may provide certainty that mediation is not simply bypassed, whereas judicial discretion may enable the court to adapt the use of conciliation to the characteristics of a particular case. The issue therefore shifts to how such authority is exercised and whether the parties continue to have sufficient opportunity to determine the resolution of their dispute.

Appointment and Position of Mediators

Indonesia places considerable emphasis on mediator competency standards. Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts requires mediator certification and regulates the duties and responsibilities of mediators in considerable detail. This framework demonstrates an effort to maintain the quality and consistency of mediation practices within the courts.

South Korea adopts a more diverse institutional structure. Conciliation may be conducted by a judge or by a conciliation panel consisting of several members. The

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legislation also requires certain members to possess adequate knowledge and good moral standing and provides mechanisms for education and training (Hariadi, 2023).

These differences reflect two distinct approaches to establishing mediator legitimacy. Indonesia places greater emphasis on competency and procedural standardization, whereas South Korea places greater emphasis on institutional integration and judicial discretion.

Conduct of the Mediation Process

With regard to the conduct of the process, Indonesia adopts a more structured approach. The mediator is responsible for explaining the nature and objectives of mediation, establishing procedural rules, providing the parties with an opportunity to present their respective issues, identifying their interests, facilitating the search for mutually acceptable solutions, and assisting in formulating the settlement agreement.

South Korea provides relatively greater flexibility in the conduct of conciliation proceedings. The process may be conducted at a location appropriate to the nature of the dispute and the convenience of the parties and is conducted confidentially. Such flexibility allows the process to be adapted to the specific circumstances of each case. At the same time, however, the substantial involvement of judges remains a distinguishing feature of the South Korean model compared with a more purely facilitative model of mediation (Latukau et al., 2022).

Termination of Mediation and Its Legal Consequences

Both legal systems establish legal consequences for settlements successfully reached through mediation or conciliation. In South Korea, a conciliation settlement recorded in a protocol has the same legal effect as a settlement reached through judicial compromise. Indonesia likewise provides a legal mechanism for mediation outcomes through a settlement agreement, which may be further implemented in accordance with the provisions of Supreme Court Regulation of the Republic of Indonesia Number 1 of 2016 concerning Mediation Procedures in Courts (Arjanto, 2024).

A significant difference emerges when the process does not result in an agreement. Under the Indonesian model, the failure of mediation generally results in the case returning to the adjudicative process. By contrast, the *Judicial Conciliation of Civil Disputes Act* allows a conciliation judge, under certain circumstances, to issue a decision when the parties fail to reach an agreement, while preserving the parties' right to object to such a decision.

Accordingly, the distinction between the two systems lies not only in how mediation or conciliation is initiated but also in the extent to which judicial authority may continue to operate after negotiations between the parties fail to produce a settlement.

Voluntariness and Party Autonomy in Mediation in Indonesia and South Korea

Procedural Obligations and Voluntariness of Mediation Outcomes

A comparison of the two systems demonstrates that voluntariness in mediation should be distinguished between voluntariness to participate in the process and freedom to determine its outcome. Indonesia expressly requires certain cases to undergo

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mediation. South Korea likewise does not rely entirely on the willingness of the parties, as the court may refer a case to conciliation proceedings.

Therefore, the existence of a procedural obligation or a court referral does not, in itself, eliminate the consensual nature of mediation. A more relevant consideration is whether the parties retain the authority to accept, reject, or independently formulate the proposed settlement. In this respect, a settlement agreed upon by the parties remains the principal form of dispute resolution in both systems.

However, South Korea presents a more complex issue because the *Judicial Conciliation of Civil Disputes Act* allows a conciliation judge, under certain circumstances, to issue a decision when the parties fail to reach an agreement. Although an objection mechanism is available, this authority demonstrates that the boundary between the facilitative function of conciliation and institutional judicial authority may become less distinct.

Judicial Discretion and the Risk of Institutional Pressure

Judicial involvement may enhance the legitimacy and effectiveness of mediation, but it may also create pressure on the parties. In the literature on mediation in South Korea, the strong role of judges and courts has been criticized on the grounds that it may cause parties to feel compelled to accept a particular settlement in order to meet the expectations of the judicial institution.

A similar issue may arise in the Indonesian system, although in a different form. Clearly defined procedural obligations may lead parties to perceive mediation merely as a stage that must be completed before the case proceeds to adjudication. If the parties participate in the process without meaningful engagement in negotiations, such obligations risk becoming a mere administrative formality.

Therefore, the effectiveness of mediation should not be assessed solely on whether the prescribed procedures have been completed. It is equally important to consider whether the procedure creates conditions that enable the parties to communicate freely and make decisions based on their own interests. In this regard, confidentiality, the opportunity to express views, mediator neutrality, and the absence of pressure to accept a settlement constitute essential elements in preserving the integrity of the mediation process.

Positioning Party Autonomy in Court-Integrated Mediation

A comparison of Indonesia and South Korea demonstrates that integrating mediation into the judicial system does not necessarily conflict with party autonomy. The two can coexist as long as the authority of the court is confined to managing the process and facilitating settlement, while decisions concerning the substance of the dispute remain within the authority of the parties.

The Indonesian model offers the advantage of providing certainty regarding procedural stages and the respective responsibilities of each actor. South Korea, meanwhile, demonstrates that institutional flexibility can provide courts with greater room to adapt the process to the specific characteristics of a dispute. However, such flexibility must be accompanied by clear boundaries to ensure that judicial authority does not shift the function of conciliation from a forum for negotiation into a form of disguised adjudication.

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Accordingly, the central issue is not whether mediation should be entirely mandatory or voluntary. Rather, the more appropriate question concerns where the law should draw the boundary between the authority of judicial institutions and the freedom of the parties. This finding further clarifies that the requirement to "undergo mediation" should not be understood as an obligation to "reach a settlement."

Implications for the Development of Mediation in Indonesia

The comparison demonstrates that the development of mediation in Indonesia does not require the wholesale adoption of the South Korean model. Rather, greater relevance lies in adopting elements that can strengthen the function of mediation without undermining the legal certainty established through Supreme Court Regulation No. 1 of 2016.

First, procedural certainty should be maintained because it provides clear standards for judges, mediators, legal representatives, and the parties. Second, flexibility in implementation should be preserved so that mediators can adapt the process to the characteristics of the dispute and the needs of the parties. Third, the professionalization of mediators should be continuously strengthened, as mediator competence directly affects the capacity of mediation to facilitate substantive negotiation. Fourth, the obligation to undergo mediation must be clearly distinguished from an obligation to reach a settlement.

South Korea's experience also highlights the need to clearly define the limits of judicial involvement in mediation while ensuring that mediation outcomes can be effectively enforced. Although judicial authority can enhance the legitimacy of mediation and the enforceability of mediated agreements, it must be exercised in a way that preserves the parties' autonomy in determining the terms of their settlement. A comparative analysis should therefore examine not only the extent of judicial involvement and the flexibility of mediation procedures, but also the legal status of mediated agreements, the mechanisms through which they become legally binding, and the procedures available to enforce them in cases of non-compliance. Accordingly, the development of mediation in Indonesia should focus on balancing procedural certainty, procedural flexibility, party autonomy, and the effective enforcement of settlement agreements, rather than simply imposing additional formal procedural requirements.

Overall, this comparison demonstrates that there is no single mediation design that can be uniformly applied across all legal systems. Differences in judicial structures, legal traditions, and institutional practices must be taken into account. Therefore, the experience of South Korea is more appropriately used as a basis for reflection to strengthen specific aspects of mediation in Indonesia, rather than as a model to be directly transplanted.

CONCLUSIONS

Based on the findings of this study, differences exist in the legal construction governing mediation in civil dispute resolution in Indonesia and South Korea. Indonesia positions mediation as a mandatory component of civil procedural law through Supreme Court Regulation No. 1 of 2016, with relatively detailed procedural provisions covering the obligation to undergo mediation, appointment of mediators, conduct of the mediation process, and termination of mediation. South Korea, through the *Judicial Conciliation of*

Civil Disputes Act, establishes judicial conciliation within a more flexible framework and grants courts broader authority to refer cases to and manage the conciliation process. Despite differences in the degree of formalization and institutional involvement, both systems recognize amicable settlement as an integral mechanism for resolving civil disputes.

A comparison of the procedures indicates that the principal difference lies in the relationship between judicial authority and party autonomy. Indonesia places greater emphasis on procedural certainty and uniformity, whereas South Korea provides broader discretion to the courts. However, voluntariness in mediation is not determined solely by whether parties are required to enter the mediation process. More importantly, it depends on whether the parties remain free to determine the substance of the settlement, accept or reject an agreement, and participate without undue pressure. Accordingly, the obligation to undergo mediation must be clearly distinguished from an obligation to reach a settlement.

The experience of South Korea may serve as a basis for reflection in developing mediation in Indonesia, particularly with regard to providing greater flexibility in the implementation of mediation and strengthening the professionalization of mediators. Such adaptation, however, should be undertaken contextually while maintaining the procedural certainty established within the Indonesian system. The development of mediation should be directed toward achieving a balance among procedural certainty, process flexibility, judicial authority, and the protection of party autonomy.

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