

Konstruksi Normatif Model Martahi dalam Penyelesaian Wanprestasi Perjanjian pada Komunitas Mandailing

Normative Construction of the Martahi Model for Resolving Breach of Contract in Mandailing Communities

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Abstrak

Wanprestasi dalam hubungan kekerabatan dapat menimbulkan kerugian ekonomi sekaligus merusak kepercayaan. Artikel ini mengkaji bagaimana nilai musyawarah Mandailing dapat dirumuskan menjadi model penyelesaian yang selaras dengan hukum perikatan Indonesia. Penelitian hukum normatif menggunakan pendekatan perundang-undangan dan konseptual serta literatur sosiolegal yang diterbitkan sebelum 2026. Temuan penelitian terdahulu diperlakukan sebagai bahan sekunder, tanpa wawancara atau observasi baru. Analisis membedakan identitas budaya, pengakuan masyarakat hukum adat, legitimasi sosial, dan kekuatan hukum dokumen perdamaian. Artikel mengusulkan enam tahap Model Martahi Perikatan Mandailing: klarifikasi perikatan dan bukti, musyawarah keluarga sukarela, mediasi sosial netral, perumusan pemulihan proporsional, dokumentasi tertulis, dan akses ke mekanisme formal. Model melindungi persetujuan bebas, kesempatan berbicara yang setara, serta hak kreditur dan debitur. Penjadwalan ulang dibedakan dari novasi; kesulitan usaha tidak otomatis merupakan keadaan memaksa. Perjanjian perdamaian, akta notariil, dan Akta Perdamaian memiliki kedudukan berbeda. Ilustrasi pinjaman lisan menunjukkan urutan analisis, bukan efektivitas empiris. Kontribusinya berupa prosedur yang dapat diuji melalui penelitian lapangan dan pemeriksaan kesesuaian dengan praktik mediasi serta peradilan.

Kata kunci: Martahi; wanprestasi; komunitas Mandailing; hukum perikatan; mediasi adat.

Abstract

Breach of contract within kinship networks can cause financial loss and weaken trust. This article examines how Mandailing deliberative values can inform a settlement model consistent with Indonesian contract law. It employs doctrinal research through statutory and conceptual approaches and socio-legal literature published before 2026. Findings from earlier studies serve as secondary material; no new interviews or observations were undertaken. The analysis distinguishes cultural identity, recognition of customary law communities, social legitimacy, and the legal force of settlement instruments. It proposes six stages of the Mandailing Martahi Contractual Relations Model: clarification of obligations and evidence, voluntary family deliberation, neutral social mediation, proportionate remedies, written documentation, and access to formal mechanisms. Safeguards protect free consent, equal participation, and both parties' rights. Rescheduling is distinguished from novation, and commercial hardship does not automatically establish force majeure. Private settlements, notarial deeds, and judicial deeds of settlement have distinct effects. A hypothetical oral loan illustrates the analytical sequence without establishing effectiveness. The contribution is a procedure requiring empirical validation and assessment against mediation and judicial practice.

Keywords: Martahi; breach of contract; Mandailing communities; contract law; customary mediation.

Introduction

A contractual dispute between relatives may affect more than the repayment of money or delivery of goods. It can disturb relationships that parties rely on for work, care, and everyday cooperation. A creditor may need repayment urgently, while a debtor may struggle to explain a business loss without experiencing public humiliation. A legally sound settlement should address those circumstances while identifying the obligation, evaluating the alleged breach, and protecting each party's freedom to accept or reject a proposed remedy.

Indonesian contract law provides the starting point. Article 1320 of the Civil Code requires consent, capacity, a definite subject matter, and a lawful cause. Article 1338 gives legally concluded agreements binding force and requires their performance in good faith. Breach of contract, commonly described as wanprestasi, may involve non-performance, delay, defective performance, or conduct prohibited by the agreement. The existence of an obligation, the point at which default arises, and the available remedies must nevertheless be established separately. Neither kinship nor a community's preference for harmony resolves those legal questions (Republic of Indonesia, 1847, arts. 1238, 1243, 1320, and 1338; Subekti, 2005).

The Mandailing context offers a basis for examining the relationship between these requirements and community deliberation. Scholarship discusses Dalihan Na Tolu through the relationships of *mora*, *kahanggi*, and *anak boru*, and considers its relevance to social cooperation and environmental harmony (Hilda, 2016). Studies of religious conflict and inheritance disputes also describe deliberative practices associated with these relationships (Harahap et al., 2023; Camalia et al., 2024). These studies concern particular settings. Their findings cannot establish that an identical procedure operates in all Mandailing communities or that it already resolves contractual disputes effectively.

Constitutional recognition requires similar care. Article 18B(2) of the 1945 Constitution recognizes customary law communities and their traditional rights subject to the conditions stated in that provision (Republic of Indonesia, 1945). A Mandailing cultural identity and the legal status of a recognized customary law community are distinct matters. Rambe (2025a) examines the gap between constitutional recognition and its implementation, particularly where formal recognition requirements affect customary rights. That analysis supports a limited proposition here: the use of Mandailing values in voluntary negotiation does not itself establish a community's constitutional status or confer compulsory jurisdiction on a customary forum.

Rambe's (2025b) account of Dalihan Natolu further addresses the relationship between customary authority and state law. This article draws on that discussion to identify issues of coordination, while treating the allocation of customary roles as a subject of contextual interpretation. A social role within a kinship structure does not automatically authorize its holder to decide a private contractual dispute. The parties' consent and the applicable legal framework remain necessary to define the facilitator's role.

Contract scholarship also helps clarify the object of settlement. Purba (2025a) argues that the legal effect of a memorandum of understanding depends on its substantive commitments and the parties' intentions. The implication for the present inquiry is that a facilitator must first determine whether the disputed arrangement contains enforceable obligations. Calling a document an agreement, a family promise, or a memorandum does not settle that question. Purba (2025b), in a publication addressing electronic agreements and evidence, also identifies the importance of validity requirements and protection for vulnerable parties. These issues are relevant when a community dispute involves messages, transfer records, or unequal bargaining power.

Existing work supplies useful but incomplete foundations. Harahap et al. (2023) describe levels of deliberation in the resolution of religious conflict; Nasution (2022) examines the formation of customary rules; and Lubis et al. (2025) discuss Tumbaga Holing and its relationship with national law. Camalia et al. (2024) distinguish the social standing of customary mediation from formal legal force. The literature considered here does not provide an integrated contractual procedure linking validity, proof, notice of default, renegotiated performance, settlement documentation, and judicial access.

This article therefore asks how Mandailing deliberative values can inform a voluntary procedure for resolving breach of contract without weakening national legal safeguards. Its contribution is the Mandailing Martahi Contractual Relations Model (Model Martahi Perikatan Mandailing), a six-stage normative proposal. Martahi is used as an analytical label for deliberation; the proposed name and sequence are the author's synthesis. The article does not present them as an established customary institution, a new codification of adat, or a procedure whose effectiveness has been demonstrated through fieldwork.

Method

The study employs doctrinal legal research, combining statutory and conceptual analysis with a focused reading of socio-legal scholarship. Its legal frame is confined to instruments adopted before 2026. Primary materials comprise the 1945 Constitution; the Civil Code, particularly Articles 1238, 1243–1245, 1266–1267, 1320, 1338, 1413, 1415, 1851, and 1858; Law No. 30 of

1999 on Arbitration and Alternative Dispute Resolution; the Notary Office Law, Law No. 30 of 2004 as amended by Law No. 2 of 2014; the Electronic Information and Transactions Law, Law No. 11 of 2008 as last amended within this temporal scope by Law No. 1 of 2024; and Supreme Court Regulation No. 1 of 2016 on Mediation Procedures in Court.

Secondary materials were selected for their relevance to Mandailing or related Dalihan Na Tolu deliberative practices, customary rule formation, communication, settlement, and contract doctrine. Publications dated 2026 were excluded. Research from religious conflict, inheritance, environmental governance, and land-related contexts is used to identify possible procedural principles, with its original context stated where material. This is a focused conceptual review rather than a systematic review claiming comprehensive coverage or a reproducible count of all relevant publications.

The analysis proceeds in three steps. First, it identifies the recurrent themes of deliberation, relational respect, consent, and restoration in the selected literature. Second, it tests their possible contractual applications against requirements governing validity, default, remedies, evidence, and settlement instruments. Third, it assembles a prescriptive sequence and examines its internal consistency through a hypothetical loan. The resulting proposal is evaluated for normative compatibility, not measured effectiveness.

No new interviews, observations, or case-file investigation were undertaken. References to earlier empirical findings identify secondary material rather than new data collected for this article. The hypothetical parties, sums, and dates are illustrative. They are used to make the legal reasoning reviewable and do not establish the frequency, acceptance, or outcomes of Martahi-based contract settlement in practice.

Results and Discussion

Contractual Validity, Good Faith, and Default

The proposed procedure begins with the contract rather than an allegation of disloyalty to the family. Under Articles 1320 and 1338 of the Civil Code, the parties must identify what they agreed to do, whether their agreement was validly formed, and which obligations remain outstanding. The general validity requirements do not invariably require a written contract, although particular transactions are subject to specific formalities. An ordinary oral loan may therefore raise questions of proof without being invalid merely because it was not written. The facilitator should distinguish a disputed agreement from an undisputed agreement whose performance is contested (Republic of Indonesia, 1847).

This distinction also applies to preliminary arrangements. Purba (2025a) links an MoU's binding character to its content and the parties' intention. For the model, the relevant inquiry is concrete: did the arrangement specify a loan, a contribution to a shared venture, or an intention to negotiate later? Each characterization may affect the obligation and allocation of business risk. A transfer of funds described loosely as business capital should not automatically be treated as a repayable loan. The parties' terms and the available evidence must support that classification.

Default requires an additional inquiry. Article 1238 concerns the means by which a debtor is placed in default, including a formal demand or the effect of the agreement itself where expiry of the stipulated period brings about default. A missed due date should therefore prompt examination of the agreement and any required notice, rather than an immediate conclusion that every condition for damages has been satisfied. Article 1243 connects compensation with failure to perform after default, subject to the circumstances addressed by the provision. The procedure should record when a demand was received, what performance it required, and whether the time allowed expired.

Good faith guides performance and settlement, but it does not authorize a facilitator to rewrite the contract unilaterally. A creditor's willingness to consider instalments may help preserve a

relationship; the creditor is still entitled to assess the proposed schedule and refuse an inadequate offer. A debtor should have a fair opportunity to explain non-performance, but should not use family ties to conceal assets or avoid a proven obligation. Contract doctrine provides a basis for distinguishing responsible renegotiation from the abandonment of accountability (Salim H. S., 2019; Subekti, 2005).

Commercial hardship must also be separated from force majeure. Articles 1244–1245 address circumstances capable of excluding liability for damages under their requirements. Reduced sales, anticipated profits that do not materialize, or ordinary financial difficulty do not establish those requirements automatically. The relevant event, its relationship to performance, and the debtor's responsibility require examination. The parties may voluntarily respond to hardship through a revised payment schedule even when the legal conditions for force majeure are not met. Compassion in negotiation and a legal excuse for non-performance have different functions.

Articles 1266–1267 provide a further boundary for reciprocal agreements. The contractual terms, the applicable requirements for cancellation, and the remedy sought must be examined before treating an agreement as terminated. A customary facilitator cannot create a power of unilateral cancellation merely by declaring that trust has broken down. The procedure can help parties discuss performance, compensation, or a lawful settlement, while reserving contested legal determinations to the competent forum.

Mandailing Deliberation as a Procedural Resource

The literature identifies social relationships that can make deliberation accessible and meaningful. Hilda (2016) discusses Dalihan Na Tolu in maintaining environmental harmony, while Harahap et al. (2023) examine its use in religious conflict. Their work provides grounds for considering how mutual recognition and consultation can structure communication. It does not establish a uniform authority over contracts. The model accordingly treats community relationships as resources the parties may choose to use, rather than jurisdiction they must accept.

Tutur provides another relevant perspective. Zulkarnain et al. (2023) examine traditional communication in Mandailing communities, including the relationship between forms of address and social relationships. Applied cautiously, this supports a procedure in which a demand for repayment is expressed clearly without degrading the person who receives it. Respectful language should assist comprehension and participation. It should never prevent a party from disputing the asserted debt, challenging evidence, or identifying conduct that caused harm.

Nasution's (2022) study of customary rule formation in Pidolo Dolok offers a contextual basis for discussing consultation among kinship elements. In a contractual settlement, however, the consent of customary figures cannot replace the parties' agreement. A participant who speaks on behalf of a party must have authority to do so. A respected relative may facilitate a conversation, but cannot waive another person's claim simply because collective harmony would be easier to achieve.

Tumbaga Holing is discussed by Lubis et al. (2025) as a customary legal framework whose integration into national law encounters recognition and institutional challenges. The present model uses that discussion to identify the relevance of social norms to dispute resolution. It does not assume a single written code with identical content across all Mandailing settings. Nor does it treat a reference to tradition as sufficient proof of a contractual duty or a legally permissible remedy. The content attributed to a local norm would require contextual verification before practical application.

These resources carry risks as well as possibilities. A debtor may feel unable to disagree with a senior relative; a creditor may be pressed to forgive a debt despite an immediate need for money. Kinship can generate conflicts of interest, and the same relationship that supports

dialogue can silence dissent. The model's safeguards therefore concern observable conditions: who selected the facilitator, what interests were disclosed, whether each party could speak privately, and whether refusal remained a realistic option. Social legitimacy should strengthen participation without displacing individual legal rights.

Harmonization and the Legal Effect of Settlement

The proposed division of functions is straightforward. Community deliberation facilitates communication, clarifies interests, and develops possible terms. National law governs contractual validity, default, permissible remedies, proof, and the legal consequences of the resulting instrument. Rambe (2025b) discusses tensions between customary and state authority; this article responds at the procedural level by locating the facilitator's authority in party consent. The model supplies no compulsory adjudicative power and no independent authority to seize property or impose sanctions.

Article 6 of Law No. 30 of 1999 recognizes good-faith alternative resolution of civil disputes and sets requirements for the processes it regulates. These include written outcomes and specified periods for direct negotiation and assisted settlement. Its final provisions also require registration of the written settlement with the District Court within 30 days of signature and completion of performance within 30 days of registration. A proposal invoking Article 6 must address those requirements rather than referring only to a general permission to mediate (Republic of Indonesia, 1999, art. 6).

This matters when parties seek instalments extending over several months. Such a schedule should not be represented as fully satisfying Article 6(8) without resolving the mismatch with its performance period. The model therefore distinguishes a contractual amendment or a written civil settlement under the Civil Code from a process presented as compliance with the full Article 6 scheme. Where judicial reinforcement is sought, the parties must consider the separate route provided by Supreme Court Regulation No. 1 of 2016. The classification of the document and the chosen procedural route should be explicit.

Article 1851 of the Civil Code requires a settlement agreement to be in writing. Article 1858 attributes a strong binding effect to settlement between the parties, but that provision should not be read as a licence for a facilitator to execute a private document as though it were a judicial enforcement title. A private settlement, a notarial deed, and an Akta Perdamaian must be distinguished by their form and the procedure through which they acquire legal force. Camalia et al. (2024), writing on inheritance mediation, likewise identify the difference between social acceptance of customary outcomes and their formal legal status.

A notarial deed is an authentic instrument made by or before a notary within the statutory framework. It may strengthen evidentiary certainty, but ordinary notarization does not convert every settlement into an immediately executable judgment (Republic of Indonesia, 2004, 2014). An Akta Perdamaian, by contrast, incorporates a settlement and the judicial decision confirming it. Article 36 of Supreme Court Regulation No. 1 of 2016 permits parties who settle outside court, with or without a certified mediator, to seek this form by filing a claim accompanied by the settlement and evidence of the legal relationship (Supreme Court of the Republic of Indonesia, 2016).

Judicial confirmation is subject to review, rather than being automatic. Through Article 36(3), Article 27(2) requires terms that do not conflict with law, public order, or morality, do not harm third parties, and can be implemented. A repayment schedule must therefore specify workable obligations; a transfer of goods must identify the goods and delivery conditions; and a purported waiver must concern rights the party can lawfully dispose of. A signature witnessed by customary figures cannot cure terms that fail those requirements.

Changes to performance also need careful classification. Rescheduling ordinarily changes the timing of an existing obligation. Article 1413 addresses novation, while Article 1415 states that novation is not presumed and that the intention to bring it about must be apparent from the

instrument. The settlement should state whether the original debt continues, whether particular claims are released, and when the dispute is considered resolved. A facilitator should not describe every instalment arrangement as a new debt that extinguishes the old obligation (Republic of Indonesia, 1847, arts. 1413 and 1415).

The Six-Stage Martahi Model

The model applies to private civil disputes involving parties with legal capacity, rights they can lawfully settle, and genuinely voluntary participation. Its six stages organize the analysis rather than create a compulsory sequence. Family deliberation may be bypassed when it would expose a party to pressure, and mediation may end whenever consent is withdrawn. Access to a competent court is not contingent on completing the community stages. Table 1 relates the proposed tasks to safeguards and legal outputs.

Table 1. The proposed Mandailing Martahi Contractual Relations Model

Stage	Principal task	Procedural safeguard	Legal basis and output
1. Clarification	Identify obligations, payments, evidence, and the need for a default notice.	Separate agreed facts from allegations; check electronic material.	Civil Code arts. 1238, 1320, 1338; ITE Law art. 5. Clarification record.
2. Family deliberation	Explore interests and an initial negotiated remedy.	Participation by relatives requires consent; either party may stop.	Law No. 30/1999 art. 6(1)–(2), where applicable. Recorded proposal.
3. Social mediation	Use a jointly selected facilitator to assist negotiation.	Disclose conflicts; allow replacement, support, and separate meetings.	Law No. 30/1999 art. 6(3)–(6), where applicable. Freely accepted options.
4. Remedies	Specify payment, revised dates, or accepted substituted performance.	Distinguish hardship from force majeure and rescheduling from novation.	Civil Code arts. 1243–1245, 1266–1267, 1413, 1415. Defined terms.
5. Documentation	Record the balance, deadlines, retained rights, and further-default terms.	Explain legal effects; supply copies; distinguish document forms.	Civil Code arts. 1851, 1858; Notary Office Law. Written instrument.
6. Formal access	Preserve appropriate judicial remedies or seek confirmation.	No mandatory exhaustion of community stages; no private coercive enforcement.	PERMA No. 1/2016 arts. 27(2), 36. Properly reviewed judicial route.

Note. The stages are an academic proposal. Article 6 includes statutory periods and registration requirements; an extended repayment schedule is not automatically compliant with its full scheme.

Stage 1: Clarification of Obligations and Evidence

The parties identify the original agreement, their capacity and authority, the promised performance, its due date, any payments, and the alleged breach. In an oral transaction, transfer records, receipts, messages, witnesses, and admissions should be considered in context. No single item should be treated as establishing the entire agreement merely because it proves that money changed hands. The clarification record should separate agreed facts from contested assertions and identify whether notice under Article 1238 is required.

Electronic material requires particular care. Article 5 of the Electronic Information and Transactions Law, read with the applicable statutory conditions, recognizes electronic information, documents, and their printouts as legal evidence. Recognition does not establish authenticity, completeness, or relevance in every case. Purba (2025b) discusses the evidentiary challenges of electronic agreements. The proposed response is practical: retain the original messages and transaction records, identify their source, and avoid relying solely on cropped screenshots whose context is disputed (Republic of Indonesia, 2008, 2024).

Stage 2: Voluntary Family Deliberation

If both parties agree, a small meeting with trusted relatives may clarify interests and explore an initial solution. The purpose is negotiation rather than a finding of guilt. A kahanggi or other relative participates as a communication aid within the authority granted by the parties. Attendance should not be described as an admission of debt, and a preliminary offer should not be recorded as a final waiver. Either party may stop the meeting or request a different setting.

The discussion should address concrete needs. The creditor may explain why delayed repayment affects household spending or business commitments. The debtor may describe available income and the reasons a proposed schedule is feasible. These explanations can inform a negotiated remedy without replacing proof of the obligation. Disclosure should be proportionate to the dispute; the forum should not demand unrelated private information or public expressions of shame as a condition of participation.

Stage 3: Neutral Social Mediation

Where initial negotiation is unsuccessful and both parties wish to continue, they jointly choose a facilitator. The facilitator discloses family connections, financial interests, and any involvement in the original transaction. A position as mora, kahanggi, or anak boru does not establish neutrality by itself. A party should be able to object to an appointment and request a replacement. A facilitator outside the kinship network may be preferable when family relationships create pressure.

Equal participation requires more than equal speaking time. A party may need a support person, an explanation in a familiar language, or a separate meeting to express concerns. The parties should agree on confidentiality and the treatment of records, without assuming that every protection applicable to court mediation automatically extends to an informal community meeting. The facilitator assists negotiation and does not issue a binding determination of breach or compel acceptance of proposed terms.

Stage 4: Proportionate and Feasible Remedies

Possible terms include full payment, instalments, an extension, or substituted performance accepted by the creditor. The terms must be specific enough to evaluate: amounts, dates, payment methods, or the quantity and quality of goods to be delivered. A proposed reduction or release must identify what right is being surrendered and by whom. The parties should have a reasonable opportunity to consider the terms before signing, especially where the arrangement substantially changes an existing claim.

The legal basis of each option must remain clear. Financial difficulty may justify a request to renegotiate without proving force majeure. Rescheduling does not necessarily extinguish the original obligation. A community forum cannot impose security interests, confiscate assets, or create a right of self-help repossession simply by recording them in minutes. If collateral is proposed, the appropriate security regime and its formalities require separate legal examination.

Stage 5: Written Documentation

The instrument should identify the parties, their authority, the original transaction, the evidence considered, payments already made, and the balance remaining. It should state whether default is admitted or disputed, the agreed remedy, each new deadline, and the effect of a further failure to perform. It must also clarify whether the original obligation continues and when any release takes effect. These details reduce the risk that a payment plan is later misunderstood as immediate forgiveness of the debt.

The document should record free agreement in a language the parties understand. Witnesses may confirm the process within their knowledge but cannot replace the parties' consent. Copies should be given to both parties, and performance receipts should be retained. If the

parties choose a notarial deed or judicial reinforcement, the relevant professional and procedural requirements apply. The instrument should never label itself an Akta Perdamaian before the competent court has conferred that status.

Stage 6: Access to Formal Mechanisms

If agreement is refused or the agreed obligations are not performed, the parties retain access to applicable remedies and the competent forum. The precise claim depends on the original contract, the settlement terms, and any rights validly released. The model does not assume that litigation will be unnecessary or that every earlier claim survives unchanged after settlement. A clear record helps the court assess what the parties agreed and what remains in dispute.

Where the parties seek an Akta Perdamaian, Article 36 provides the relevant procedure for an out-of-court settlement. Registration under Article 6 of Law No. 30 of 1999 and judicial confirmation under the Supreme Court Regulation are different legal steps. The facilitator should explain that distinction and allow the parties to obtain independent advice. The community process cannot obstruct a time-sensitive legal remedy or an applicable specialist procedure.

Hypothetical Application to an Oral Loan

The following illustration is entirely hypothetical. A advances IDR 30,000,000 to B to purchase and distribute agricultural produce. Although the funds support business activity, the parties expressly agree that the transaction is a loan: B must repay the principal four months later, on 1 June, independently of the business's profitability. No contractual interest is agreed. Two relatives witness the oral agreement. By the due date, B has repaid IDR 5,000,000 and requests more time because sales are lower than expected. A needs the outstanding money; B believes the manner of collection has damaged family relations.

Stage 1 checks the transfer, the IDR 5,000,000 payment, the witnesses' accounts, and messages about the loan. It establishes a remaining principal balance of IDR 25,000,000 on the stated assumptions. The example contains no term placing B automatically in default when the due date expires. A therefore sends a written demand on 5 June, specifying the balance and allowing seven days from receipt for payment. If B receives it on 5 June and does not perform by the stated deadline, default can be assessed after that period, subject to the absence of another legally relevant circumstance. A different default clause could change this timing.

The voluntary meeting separates the financial issue from the manner of communication. B explains available cash flow, while A explains the effects of delayed repayment. Lower sales are treated as a reason to request revised terms, rather than automatic force majeure. A may decline the request. If both wish to proceed, a mutually acceptable facilitator assists further discussion after disclosing relevant relationships and interests. Neither the relatives nor the facilitator may require A to forgive the balance to restore harmony.

One option is IDR 10,000,000 within 30 days of signing, followed by three monthly instalments of IDR 5,000,000 on specified dates. The four payments total the outstanding IDR 25,000,000. This schedule is an illustrative proposal, not a recommended outcome for every dispute. Its affordability and acceptability require the parties' assessment. Any substituted payment in agricultural produce must specify quantity, quality, valuation, delivery, and the creditor's acceptance. The illustration creates no security interest or authority to take B's property.

If accepted, the schedule is documented as an amendment and written settlement that expressly preserves the principal obligation until paid, unless the parties choose another lawful arrangement. The document addresses further default and identifies when the dispute is discharged. Because performance extends over several months, it should not be presented as satisfying the 30-day performance requirement of Article 6(8) merely because the parties met informally. The parties may consider judicial confirmation under Article 36, subject to the court's review of the agreed terms.

The illustration shows the model's analytical value: it connects proof, default notice, voluntary negotiation, feasible remedies, and documentation. It does not establish actual compliance, lower costs, or effectiveness in Mandailing communities. If B later fails to pay, the instrument may help establish the remaining obligation, but the available enforcement procedure depends on its legal form and the relief sought. A community meeting alone does not provide a judicial enforcement title.

Scope, Safeguards, and Research Limitations

The proposal is confined to matters that the parties may lawfully settle. It does not displace mandatory regimes for employment, consumer protection, regulated financial services, or other disputes subject to specialist requirements. Where intimidation, violence, or a serious imbalance undermines free participation, the proposed safeguards must be assessed before any meeting proceeds. A customary forum cannot use reconciliation to extinguish rights that are not freely disposable or to substitute for legally required protection.

Participation by a person outside a Mandailing community requires express agreement to the relevant procedures and language. Cultural familiarity must not become a condition for having a claim heard. A village official or customary institution may provide a neutral venue or document format, but should not assume authority to decide the dispute or sign away a party's rights. The model's legitimacy depends on an informed and continuing choice to participate.

The study's principal limitation is the transfer of insights from other dispute contexts into contract analysis. The selected literature provides no basis for quantifying contractual settlement rates, predicting compliance, or describing the six-stage sequence as an existing practice. Future research should examine actual disputes, interview creditors and debtors as well as customary figures, and assess notarial and judicial responses to proposed instruments. Particular attention should be given to people who declined a community meeting or felt unable to reject its outcome.

Empirical evaluation should distinguish agreement from voluntary agreement, and signature from performance. Useful questions include whether the parties understood the legal effect of revised terms, whether conflicts of interest were disclosed, whether repayment occurred, and whether the procedure improved access to appropriate remedies. These are research priorities arising from the model, rather than findings of this doctrinal study.

Conclusion

Mandailing deliberative values can inform the design of a contractual settlement procedure when their role is defined through voluntary participation and national legal safeguards. The literature supports considering relational respect, consultation, and restoration as procedural resources. It does not establish the effectiveness of the proposed model or the constitutional status of every Mandailing community.

The Mandailing Martahi Contractual Relations Model organizes six tasks: clarifying obligations and evidence, voluntary family deliberation, neutral social mediation, proportionate remedies, written documentation, and access to formal mechanisms. Its contribution lies in linking these tasks to the legal questions that a breach-of-contract dispute requires. Social harmony remains compatible with accountability where both creditor and debtor can challenge evidence, reject coercion, and understand the consequences of settlement.

Implementation requires accurate classification of the outcome. Rescheduling must be distinguished from novation; commercial hardship from force majeure; and a private settlement from a notarial deed or an Akta Perdamaian. A process relying on Article 6 of Law No. 30 of 1999 must address its registration and performance requirements, while judicial reinforcement follows the separate procedure in Article 36 of Supreme Court Regulation No. 1 of 2016. Field research is needed before claims about acceptance, compliance, or effectiveness can be made.

References

- Camalia, T., Kusmayanti, H., & Mantili, R. (2024). Penyelesaian sengketa waris melalui mediasi adat Dalihan Natolu. *PAMALI: Pattimura Magister Law Review*, 4(3), 304–310. <https://doi.org/10.47268/pamali.v4i3.2294>
- Harahap, A. S., Mulyono, H., Nuzul, A., Milhan, M., & Siregar, T. (2023). Dalihan Na Tolu as a model for resolving religious conflicts in North Sumatera: An anthropological and sociological perspective. *Samarah: Jurnal Hukum Keluarga dan Hukum Islam*, 7(3), 1943–1970. <https://doi.org/10.22373/sjhh.v7i3.13091>
- Hilda, L. (2016). Revitalisasi kearifan lokal Dalihan Na Tolu masyarakat Muslim Mandailing dalam menjaga harmonisasi lingkungan hidup. *MIQOT: Jurnal Ilmu-Ilmu Keislaman*, 40(1), 175–192. <https://doi.org/10.30821/miqot.v40i1.218>
- Lubis, I., Siregar, T., Lubis, D. I. S., & Lubis, A. H. (2025). Integration of Tumbaga Holing as a legal framework: Realizing justice and harmony in the Mandailing traditional society. *PERADA*, 7(2), 157–167. <https://doi.org/10.35961/perada.v7i2.1678>
- Nasution, L. A. (2022). Pembentukan peraturan adat pada masyarakat Mandailing Natal (studi kasus Desa Pidolo Dolok). *PERADA*, 5(1), 1–11. <https://doi.org/10.35961/perada.v5i1.513>
- Purba, J. E. M. (2025a). Legal aspects of memorandum of understanding from the legal perspective of contract law in the Civil Code. *International Journal of Synergy in Law, Criminal, and Justice*, 2(3), 902–907. <https://doi.org/10.70321/ijslscj.v2i3.160>
- Purba, J. E. M. (2025b). Reconstruction of the principle of good faith in investment cooperation agreements case study of default and abuse of condition disputes. *Law Synergy Conference*, 2(1), 765–773. <https://conference.sinergilp.com/index.php/lsc/article/view/110>
- Rambe, M. J. (2025a). Conditional recognition: The juridical gap between normative rights and implementation reality for “Indigenous Peoples” in Indonesia. *International Journal of Economic, Technology and Social Sciences (Injects)*, 6(1), 249–257. <https://doi.org/10.53695/injects.v6i1.1432>
- Rambe, M. J. (2025b). The division of customary state power in the Dalihan Natolu system. *Law Synergy Conference*, 2(1), 783–787. <https://conference.sinergilp.com/index.php/lsc/article/view/112>
- Republic of Indonesia. (1847). *Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek voor Indonesië)* [Civil Code], Staatsblad 1847 No. 23.
- Republic of Indonesia. (1945). *Undang-Undang Dasar Negara Republik Indonesia Tahun 1945* [The 1945 Constitution, as amended through 2002], Article 18B(2).
- Republic of Indonesia. (1999). *Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa* [Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution]. State Gazette No. 138; Supplement No. 3872.
- Republic of Indonesia. (2004). *Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris* [Law No. 30 of 2004 on the Notary Office]. State Gazette No. 117; Supplement No. 4432.
- Republic of Indonesia. (2008). *Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik* [Law No. 11 of 2008 on Electronic Information and Transactions]. State Gazette No. 58; Supplement No. 4843.
- Republic of Indonesia. (2014). *Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan atas Undang-Undang Nomor 30 Tahun 2004 tentang Jabatan Notaris* [Amendment to the Notary Office Law]. State Gazette No. 3; Supplement No. 5491.
- Republic of Indonesia. (2024). *Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik* [Second Amendment to the Electronic Information and Transactions Law]. State Gazette No. 1; Supplement No. 6905.
- Salim H. S. (2019). *Hukum kontrak: Teori dan teknik penyusunan kontrak*. Sinar Grafika.
- Subekti, R. (2005). *Hukum perjanjian*. Intermasa.
- Supreme Court of the Republic of Indonesia. (2016). *Peraturan Mahkamah Agung Nomor 1 Tahun 2016 tentang Prosedur Mediasi di Pengadilan* [Supreme Court Regulation No. 1 of 2016 on Mediation Procedures in Court]. State Bulletin No. 175.

Zulkarnain, I., Asmara, S., & Sutatminingsih, R. (2023). Tutar: Language and traditional communication in the Mandailing community, Indonesia. *Cogent Arts & Humanities*, 10(1), Article 2211816. <https://doi.org/10.1080/23311983.2023.2211816>