

The Dominus Litis Advocate who Handles Debt Law Cases

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Abstract. *An advocate is a lawyer who practices law through the power of attorney (volmacht) granted by clients, both persons and legal entities, both inside and outside of the courtroom. The range of legal services includes advising, assisting, exercising power of attorney, representing, defending, and taking other legal actions on behalf of their clients. The advocate is free to choose whether his client's case will be settled out of court (non-litigation) in the course of his work, particularly in the area of debt settlement. This area is governed by the Indonesian Advocate Code of Ethics and is known as the dominus litis principle. However, in order to exercise the authority, the advocate must possess financial knowledge in order to offer the client a case settlement plan as legal justification, allowing the client to accept legal counsel from his advocate to pursue an out-of-court settlement. Through training and certification programs coordinated and organized with the National Competency Certification Agency (BNSP), the Advocate Organization bears the responsibility of enhancing the expertise of advocates in addition to themselves. An advocate with greater expertise will be less likely to violate the advocate code of ethics while also providing clients with the best possible protection as recipients of legal services. Rather than creating more issues for their customers, advocates become part of the solution (problem solver).*

Keywords: Advocate; Case; Competence; Debt; Law.

1. Introduction

The primary focus of this study is debt settlement because, in general, clients of advocates or justice seekers are not particularly interested in debt settlement. In this case, the creditor's intention to reach a settlement with the debtor, whether through the court or out of it, is an act (*voluntas habet pro facto*). Advocates can play a more significant role in helping to solve debt issues in this natural setting. According to the definition, a debt case is a particular situation that arises as a result of an agreement, a default, or a law as a result the debtor is obligated, and the creditor is entitled to collect. Although there may be some overlap in cases involving debt payments made by check that turn out to be blank or insufficient amounts, debt cases are distinct from fraud cases. According to the definition, a debt case is a particular situation that arises as a result of an agreement, a default, or a law as a result the debtor is obligated, and the

creditor is entitled to collect. Although there may be some overlap in cases involving debt payments made by check that turn out to be blank or insufficient amounts, debt cases are distinct from fraud cases (Criminal Law Jurisprudence 5/Yur/Pid/2018). How to pay bills with checks that turn out to be blank not because of debt is the goal of fraud. When an advocate is granted power of attorney to settle debt disputes, it takes a specific approach and level of expertise let's call it skills to persuade the debtor to fulfill his commitments to the creditor. These abilities include the capacity to draft a restructuring plan that both the debtor and the creditor will accept, as debt proceedings are typically the result of the debtor's economic downturn. However, it is also possible that the debtor may act dishonestly in failing to fulfill its commitments.

In terms of philosophy, advocates' roles as members of the legal profession are supposed to maximize economic and trade participation as well as out of court dispute resolution (Law Number 18 Year 2003 on Advocates). According to this conceptual underpinning, the legal profession grants the advocate profession autonomy in performing its responsibilities to defend matters that fall under its purview, according to the laws, rules, and professional code of ethics. Where the meaning of the legal basis of Pasal 15 Law No. 18 of 2003 is the right of immunity (immunity) in Dutch *onschendbaar*. Advocates who are not just knowledgeable about the rules and regulations can benefit society and legal development from all of the tools of the rule of law that pertain to their freedom or immunity. but also adept at analyzing their clients' issues and developing solutions. Here, the word "skilled" does not have a negative connotation, such as being a debt collector or using whatever methods to satisfy a client's expectations is equivalent to breaking the code of ethics. But "skilled" refers to a real expert who possesses both high integrity and legal understanding. In reality, judicial proceedings are frequently used to settle debt settlement disputes. Particularly during Law No. 37 of 2004 and Perma/Supreme Court Regulation No. 4 of 2019 regulates Amendments to Supreme Court Regulation No. 2 of 2015 Concerning Procedures for Settlement of Simple Lawsuits, debt cases are settled by a straightforward litigation in the General Court or the Commercial Court. These legal remedies are perfectly acceptable from a procedural and legal certainty standpoint. Returning to the subject of an advocate's authority in managing cases involving debts entrusted to them, the advocate has the ability to decide if the debt matter should be settled outside of court, therefore applying to the court is not required. Known as the principle of *Dominus litis*, this power is distinct from the prosecutor's office's *dominis litis*, which is known as the principle of *oportunitas*.

The mandate granted to the advocate is as long as the client retains the power of attorney, which is subject to change at any time or, as the term "*onttrekken*" suggests, revoked, even though the advocate is free to step down as the client's legal representative. It indicates that all of the advocate's legal actions are subject to the client's wishes and, of course, as long as the client and the advocate have an agreement and the honorarium for the legal services is appropriate. With the title Application of the *Dominus Litis* Principle in the Withdrawal of Charges in the Crime of Domestic Violence Committed by Valencia, published in the *Unes Law Review Journal* in 2023, Nurul Dessy Ardiani et al. wrote some earlier studies that addressed *dominis litis*, advocates, and/or debt, among other topics. According to the research, the Attorney General, who is the top public prosecutor in charge of case prosecution in Indonesia, has the authority to withdraw charges, even if this is not covered by the country's laws and regulations. Article 35 letter c of Undang-Undang Nomor 11 Of 2021 respecting the Prosecutor's Office of the Republic of Indonesia provides the Attorney General with a legal foundation

for applying the principle of opportunity in a case and progressive law (Ardiani,et.al,2023,:2351-2367).

The second study, titled *The Role of Legal Counsel Against Default Cases in Simple Lawsuits*, was co-authored by Shabriena Fathya and her friends and was published in the *Muamalah Journal* in 2024. According to the study's findings, the lawyer's role in a simple lawsuit is the same as it is in other civil procedural laws: it can represent or accompany the client. In practice, however, the presence of the client or defendant is still recorded at the trial with a notation that the client or defendant was present at least once, even if it was only at the start of the trial. Second, a lawyer or advocate's function is to act as a companion in the event of default in a debt and credit dispute in a straightforward litigation. But active support is not passive. (Fathya, S., et.al, 2024: 16-30). According to some of the earlier research mentioned above, this study is novel because it focuses on the role of advocates in handling debt law cases outside of court, whereas the other research concentrated on the role of advocates in the trial process through simple lawsuits. The earlier research only addressed the principle of *dominus litis* in the prosecutor's office in criminal cases, which is not on the legal profession of advocates in debt cases. From the standpoint of the Indonesian Advocates Code of Ethics, the first issue addressed in this paper is how advocates' *dominis litis* is used when managing debt law issues. Second, from the standpoint of the Indonesian Advocate Code of Ethics, what is the connection between the client's pleasure with the legal services rendered by the advocate and the advocate's *dominis litis*?

2. Research Methods

This study's research methodology is legal normative. *Yuridis normative* is a literary research that aims to gather a variety of fundamental legal resources, including laws and regulations. These include the Indonesian Advocate Code of Ethics, Law No. 48 of 2009 concerning Judicial Power, Law No. 18 of 2003 concerning Advocates, and other laws and regulations. In order to interpret, interpretative legal analysis is employed. *Dominus Litis* is a principle that advocates apply while offering legal assistance in debt law disputes.

3. Results and Discussion

1. *Dominus Litis* Advocates' Use in Debt Law Cases from the Indonesian Advocate Code of Ethics's Point of View prior to talking about *Dominus Litis* Advocates' role in debt cases. First, a description of the debt case is given. According to the Indonesian Code of Ethics Law No. 37 of 2004, debt is defined normatively as According to this definition, debt is an obligation that arises from a contract or a law and is expressed or can be expressed in monetary terms, either in Indonesian or foreign currencies. Therefore, it is abundantly evident that debt results from both the law and agreements, specifically economic agreements. The right of employees to receive a pension from their previous employer is one of the debts that may result from the law. where the worker reaches retirement age and the employment relationship terminates. The corporation or employer is required to give pension funds in the event that an employee's employment is terminated due to retirement age. The legal services rendered by a Medan City advocate to Markus Sarumaha, a worker for the Regional Drinking Water Company (PDAM) Tirtanadi North Sumatra, are an example of a case brought up in this study involving a debt owed to the law in the form of pension funds. Instead of taking his case to the Industrial Relations Court, the counsel who helped him decided to settle it out of court. The case started when Markus Sarumaha, a former employee of PDAM Tirtanadi

who had been employed since 1999, reached retirement age in 2022 in compliance with the Tirtanadi Regional Drinking Water Company of North Sumatra Province Board of Directors' Decree No. KEP-91/DIR/SDM/2022 Regarding Respectful Discharge with Pension Rights on June 02, 2022. In order to obtain his pension rights, Markus also applied for payment of pension benefits by filling out the form from the date of retirement. The disbursement process takes no more than 10 (10) months from the date of retirement, but 6 (6) months have gone by since the date on which the pension payment form was submitted. Markus still hasn't gotten his pension despite his several attempts, including visiting the workplace where he had worked. The implementation of pension benefit payments included the payment of Rp.120.143.664 (one hundred and twenty million one hundred and forty-three thousand six hundred and sixty-four rupiah).

Ultimately, on August 7, 2023, Markus spoke with an advocate and gave copies of the documents pertaining to his work status, which had ceased because he was of retirement age. A case handling agreement was signed by Markus and the advocate after analysis, stating that a resolution would be pursued without going to court. The advocate who reviewed Markus's documentation recommended the non-litigation (interview with Advocate who assisted Markus Sarumaha, 9 April 2025). Settlement step. In order to get his pension benefits straight away, Markus formally appointed and authorized an advocate to help him with his legal issues. After doing more research, the attorney discovered that PT AJB Bumi Putera 1912 Jakarta was in charge of managing the PDAM Tirtanadi workers' pension fund (tempo.co/ekonomi/ajb). In order to fulfill the invitation, PT AJB Bum Putera 1912 Jakarta, acting through the Medan branch office, went to the advocate's office on August 12, 2023, and provided an explanation that the AJB Bumiputera 1912 Medan Corporate Life Insurance Branch Office would promptly submit a request for Priority Claim Payment for PDAM Tirtanadi Nopol 46924 to the Corporate Marketing & Business Development Department. This was the first of two invitations that the advocate sent to AJB Bumi Putera 1912 Jakarta. The advocate reiterated the second invitation to PT AJB Bumi Putera 1912 Jakarta on August 23, 2023, and responded that on August 24, 2023, the AJB Bumiputera 1912 Medan Corporate Life Insurance Branch Office had submitted a request for Priority Claim Payment of PDAM Tirtanadi Nopol 46924 to the Corporate Marketing & Business Development Department. This essentially asked the Board of Directors of PT AJB Bumiputera 1912 Jakarta to promptly realize the payment of claims on behalf of Markus Sarumaha with Approval No. 86-26/DIR/Dklaim/Ask/02/2023 dated February 1, 2023, to the sum of Rp 1,000,000. 26/DIR/Dklaim/Ask/02/2023, dated February 1, 2023, for Rp 120.143,664- (one hundred twenty million one hundred forty-three thousand six hundred sixty-four rupiah). In this situation, the third-party pension benefit payment process was delayed because it was known at the time that PT AJB Bumi Putera was having financial difficulties and had defaulted on customer claims. PT AJB Bumiputera 1912 Jakarta has done so on October 02, 2023, following a number of attempts to coordinate and negotiate. By moving from PT AJB Bumiputera 1912 Jakarta to PT PDAM Tirtanadi of North Sumatra Province, Markus Sarumaha's pension benefits totaling Rp 120,143,664 (one hundred twenty million one hundred forty three thousand six hundred sixty four Rupiah) were paid. In light of this information, the advocate, acting under the power of attorney granted, sent a written letter on October 3, 2023, requesting information from the PDAM.

The PDAM then sent a number of forms for administrative completeness, which the advocate forwarded to Markus Sarumaha, who was in Teluk Dalam, South Nias Regency. The client promptly returned the file to PDAM Tirtanadi after receiving and signing the

administrative requirements. Markus Sarumaha struggled for approximately 18 (eighteen) months after retiring in June 2022 before finally receiving his retirement benefits as a PDAM Tirtanadi employee on October 16, 2023. Around 69 days pass between the date of the case handling agreement and the power of attorney granted between Markus Sarumaha and the advocate, which is August 7, 2023, and the completion or receipt of retirement payments, which is October 16, 2023. According to the law, the time needed to reach a settlement through the courts is approximately 80 (eighty) days from the initial hearing (Article 105 and Article 115 of Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes). Since Markus Sarumaha's issue falls under the Industrial Relations Court's category of industrial relations disputes. In addition to time, there is a comparison variable for the outcomes of each process, where a verdict is the outcome of litigation and legal actions are still required to apply for the verdict's implementation after it has been rendered. Since the process directly results in the receiving of pension payments, no more work is required from the non-litigation side. According to the last variable, *Dominus Litis*, non-litigation settlement attempts satisfy that ideal for the advocate profession, whereas litigation settlement does not.

In the table the comparison of litigation and non-litigation is described as follows:

			Litigation	Non Litigation
Time			First Level: 50 Days Cassation Level : 30 Days	67 Days
Output			Judgement (execution is still required)	Completion (direct benefit received)
The Application of		of	Not	Iyes
Dominus Litis				

Based on the aforementioned case study, it is recognized that an advocate can apply the *dominus litis* principle since the client, who is the recipient of legal services, receives legal advice or opinions from an advocate he trusts. This indicates that the advocate's ability to negotiate a non-litigation settlement is contingent upon the client's consent rather than their whole authority. For this reason, advocates must possess the ability to undertake non-litigation settlements in order to have the authority to do so in the course of their professional obligations. analyses in order to develop a legal argument for the client and ultimately gain their acceptance as a necessary step. Without this ability, advocates are more likely to choose the legal route, which, as in the case study above, tends to take the settlement to court. If the circumstances of the case that comes to the advocate permit the non-litigation settlement method to be chosen, *dominus litis* authority may also be used in addition to the element of client permission. According to the advocate interviewed for the case study, the non-litigation settlement was chosen because he thought the case's law was clear and the employer was a regional business that was thought to have a good reputation for adhering to the law's provisions. The case dealt with the fulfillment or payment of pension funds. The requirements for non-litigation in debt law cases are:

- There is an agreement between the advocate and the client regarding the selection of non-litigation settlement methods;
- The level of difficulty of the case is easy to be solved
- The existence of advocate skills in analysing data and legal facts of debt cases faced by clients.

The application of *dominus litis* can be applied if the above conditions are possessed by a case. Additionally, considering *dominus litis* as Applying the Indonesian Advocates Code of Ethics (Article 33 of Law No. 18 of 2003 "states:"). Will be evident from the code's stance as the protector of the profession's honor and dignity. Consequently, it is mandatory for advocates to adhere to and fulfill the advocate profession's code of ethics (Article 26 paragraph (1) and (2) of Law No. 18 of 2003 concerning advocates). The highest law of the profession is the Indonesian Advocate Code of Ethics (KEAI), which requires all advocates to carry out their duties with integrity and responsibility toward clients, courts, the government, society, and most importantly, themselves (<https://peradi.or.id/i5ndex.php/profil/detail/>). It implies that the code of ethics serves as both a safeguard and a barrier for advocates. Advocates are protected from outsiders who attempt to interfere, disparage the profession, and restrict the ways in which advocates can offer legal services to their clients. The case involving debt law is a civil case. Advocates in civil disputes must prioritize amicable settlement, according to the code of ethics outlined in Article 4 letter an of the Indonesian Advocate Code of Ethics Regarding *Dominus Litis*, the power of advocates in civil cases to decide whether or not their clients' cases will be settled out of court, it must be made clear if the above mentioned "prioritizing peaceful settlement" in Article 4 letter an of the Indonesian Advocates Code of Ethics is equivalent to settling out of court (Article 10 paragraph (1) of Law No. 48 of 2009 concerning authority of justice).

To address this, the court must apply the principle of *ius curia novit*, which states that it cannot refuse to examine, hear, and decide a case that is submitted on the grounds that the law is unclear or does not exist. This is done by applying the provisions of laws and regulations pertaining to judicial power (Article 10 paragraph (2) of the Law on authority of justice). Nonetheless, efforts to resolve civil issues amicably are not in any way restricted by the standards of these laws. This provision makes it clear that settling civil cases amicably is equivalent to resolving them out of court. As a result, the *Dominus Litis* concept is applied to the advocate profession in the performance of its obligations under Article 4 letter an of the Indonesian Advocate Code of Ethics. To put it another way, the power of advocates to decide whether their clients' cases will be settled out of court or amicably is a manifestation of Article 4 letter an of the Indonesian Advocate Code of Ethics; in other words, the principle of *Dominus Litis* for advocates is applied in the Indonesian legal system, though not in a strictly literal sense. The terms of Article 4 letter an of the Indonesian Advocate Code of Ethics, however, stipulate that a debt settlement case must be carried out in accordance with certain requirements, such as an agreement with the client, the complexity of the case being handled, and the advocate's own abilities to analyze and develop a legal argument. It refers to the caliber of the advocate's profession in terms of their abilities. Due to the complexity of legal issues, advocates must possess adequate knowledge and expertise in a variety of areas in order to deliver top-notch legal services to clients as recipients of legal services. In fact, advocates are morally free to decline to offer legal advice and support to anyone in need of legal services or help since it is outside their area of expertise. The caliber of the advocate's work is directly tied to his level of experience. The quality and ideal of becoming an advocate as a problem solver will improve with the level of expertise of the advocate. The capacity to offer legal views and counsel regarding the client's case position so that it becomes a legal reasoning is one of the standardized competences in this research on debt law issues.

According to the law, the Advocate Organization (Article 28 paragraph (1) of Law No. 18 of 2003 concerning advocates) is in charge of enhancing the caliber of the advocacy profession. By working with a number of partners, including the National Professional Certification Agency, it is envisaged that advocate organizations would be able to focus heavily on improving the quality of advocacy in Indonesia in the future. Despite the fact that advocacy organizations continue to be different, this is not a major barrier to implementing programs aimed at improving quality because, in general, the code of ethics that is accepted and applicable in Indonesia is the same. Using Meta AI, the answers to questions about the role of advocates in managing debt cases were discovered to be five (five) things: first, to analyze the case; second, to offer legal advice; third, to represent the client; fourth, to file a claim; and fifth, to file a claim. The fifth arranged the agreement (Open AI:2025).

The role of advocates in handling debt law cases as in the case study and GPT chat explanation, if using the Indonesian Advocate Code of Ethics approach which regulates that civil cases advocates must seek out-of-court settlements is appropriate. However, in practice, the process is clearly not that simple because even though advocates are referred to as the legal profession with the status of law enforcers, their power is not as strong as other enforcement institutions such as the Police, Prosecutor's Office and Judiciary. The advocate profession does not have coercive power to other parties. On the other hand, *Dominus Litis* is still only absorbed into the Indonesian Advocates Code of Ethics and has not become a principle that applies in the Advocates Law so that the applicability of the principle gives more value that advocates must hold and can not have the authority which can be fully exercised. However, the mindset is not entirely correct because according to John Austin, the elements of law are the existence of sovereignty, the existence of orders (command), the obligation to obey (duty), the existence of sanctions (<https://literasihukum.com/>). So regarding the application of *Dominus Litis* authority in handling debt law cases is a law that must be carried out because expressly in the Advocate Law, advocates must comply with the code of ethics.

2. From the standpoint of the Indonesian Advocate Code of Ethics, the connection between Advocate *Dominus Litis* and Client Contentment with Legal Services Offered by Advocates. The term "client satisfaction" is not found in either the Indonesian Advocates Code of Ethics or the Advocates Law. The fulfillment of all requirements outlined in the Indonesian Advocate Code of Ethics concerning the advocate's connection with the client and other rights outlined in the Advocate Law is what this study defines as client satisfaction. The client should have legal protection as a recipient of legal services action (Article 6 of the Advocates Law). It may be taken against advocates who disregard or disregard their clients' interests, even while citing the current regulations. Verbal or written reprimands, interim suspensions from the profession for three to twelve months, and permanent termination from the profession are some examples of such acts. Only the Honor Council of the Advocate Organization is authorized to take any of these actions, and in particular, notice of a permanent dismissal from the profession must be sent to the Supreme Court, High Court, and Court of Appeal for both temporary suspensions of three (3) to twelve (12) months.

The removal of advocates without the honorary council of the advocate organization's process is truly illegal, according to another law enforcement agency that expanded on the context of this subsection's discussion. Returning to the topic of *Dominus Litis* Advocate and client satisfaction, the goal is to establish a favourable relationship

between the client and the advocate, whereby the advocate, in their capacity as a lawyer, is supposed to assist the client with their legal issues. Earlier, it has been described that using the approach of legislation is consistent between the In civil disputes, advocates prioritize peaceful resolution using the principle of Dominus Litis, which gives them the power to decide whether to settle their clients' claims outside of court, according to requirements in Article 4 letter an of the Indonesian Advocate Code of Ethics. Malaysia, Singapore, and the Philippines are among the Southeast Asian nations that are recognized to implement the Dominus Litis principle in their legal systems, in addition to Indonesia (Open AI: 2025).

In Malaysia, Dominus Litis is recognized within the common law system and is subject to the 2012 Rules of Court. The Civil Procedure Rule (CPR) in Singapore and the Philippine Rules of Court in the Philippines both acknowledge and control dominus litis. Dominus Litis is a well recognized idea that has been included into international legal civilization. In order to fulfill their professional duty to be truthful and accountable to their clients, the courts, the state or society, and most importantly, to themselves, advocates must apply the Dominus Litis concept when managing debt law situations. tangible manifestations of proponents' integrity and accountability. In Malaysia, Dominus Litis is recognized within the common law system and is subject to the 2012 Rules of Court. The Civil Procedure Rule (CPR) in Singapore and the Philippine Rules of Court in the Philippines both acknowledge and control dominus litis. Dominus Litis is a well recognized idea that has been included into international legal civilization. In order to fulfill their professional duty to be truthful and accountable to their clients, the courts, the state or society, and most importantly, to themselves, advocates must apply the Dominus Litis concept when managing debt law situations. tangible manifestations of advocates' accountability and honesty when advocates can fulfill their professional obligations to provide ethical and responsible legal services. The advocate will perform his professional obligations in good faith if the components of his connection with the client specified in the code of ethics are fulfilled. When advocates fulfill their responsibilities in good faith, they do so to protect their clients' interests and preserve the law's definition of justice. By communicating his legal issues in an unbiased manner and providing pertinent information and legal documents without any concealment, the client also contributes to Dominus Litis. For the advocate to give the client the best possible legal services, the relationship between the advocate and the client must be open.

Advocates have an ethical duty to inform clients about the case they are working on without misleading them. When customers of the advocate begins by outlining the timeline of his case and all associated documentation. As a result, the advocate is ethically required to maintain the confidentiality of all information he receives in confidence and to offer wise legal counsel. In order to meet their expectations of obtaining justice through legal processes both inside and outside of the court, advocates and clients in the relationship of giving and receiving legal services have the same legal standing and the same good faith. In conclusion, the client's candor and degree of faith in his advocate have a significant impact on Dominus Litis's authority as an advocate in deciding how to resolve a client's case outside of court. It will be challenging to establish a trustworthy relationship and have an impact on the client's happiness with the advocate's legal services if there is a lack of communication between the client and the advocate. It will be challenging to establish a trustworthy relationship and have an impact on the client's happiness with the advocate's legal services if there is a lack of

communication between the client and the advocate. Justice seekers or clients who receive legal services are likewise protected by the code of ethics, in addition to advocates.

4. Conclusion

Dominus Litis refers to an advocate's power, which is the ability to decide how to resolve his client's case out of court. In the Indonesian legal system, the Indonesian Advocate Code of Ethics and legislation both govern advocates' capacity to settle client disputes without resorting to litigation. Nonetheless, Dominus Litis can only be used in debt law cases if there is an agreement between the advocate and the client regarding the choice of non-litigation settlement methods. This is because advocates are legal professionals who fulfill their duties for the establishment of justice based on the law to defend the interests of their clients. Secondly, the case is relatively simple to resolve; thirdly, the advocate's ability to analyze the client's data and legal facts in the debt case.

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Regulation:

Article 6 of the Advocates Law

Article 10 paragraph (1) of Law No. 48 of 2009 concerning authority of justice

Article 10 paragraph (2) of the Law on authority of justice

Article 26 paragraph (1) and (2) of Law No. 18 of 2003 concerning advocates

Article 28 paragraph (1) of Law No. 18 of 2003 concerning advocates

Article 33 of Law No. 18 of 2003 "states:" The code of ethics and provisions on the Advocate Professional Honor Board established by the Indonesian Advocates Association (IKADIN), the Indonesian Advocates Association (AAI), the Indonesian Legal Advisors Association (IPHI), the Indonesian Advocates and Lawyers Association (HAPI), the Indonesian Lawyers Union (SPI), the Indonesian Legal Consultants Association (AKHI), and the Capital Market Legal Consultants Association (HKHPM), on 23 May 2002 shall have the force of law

mutatis mutandis under this Act until a new provision is made by the Advocates Organization".

Article 105 and Article 115 of Law No. 2 of 2004 concerning the Settlement of Industrial Relations Disputes.

The Supreme Court in Criminal Law Jurisprudence 5/Yur/Pid/2018 affirmed that paying something with a cheque/bilyet giro that does not exist/is not enough funds to pay, can be qualified as fraud.

The third paragraph is the general explanation of Law Number 18 Year 2003 on Advocates.

Interview:

The reason for choosing non-litigation is because the main consideration of the issue is the fulfilment of pension rights whose provisions are clearly regulated and the company where he works is a regional company which is assumed to have a high commitment to compliance with the law, interview with Advocate who assisted Markus Sarumaha, April 9, 2025.