

URGENCY OF EXECUTORIAL BESLAG INSTITUTION AT THE INDUSTRIAL RELATIONS COURT IN INDONESIA

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ABSTRACT

The Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes regulates the settlement of disputes in the employment relationship between workers and employers, including disputes over rights, interests, termination of employment, and disputes between trade unions within one company. The Industrial Relations Court is formed to examine and decide on the industrial relations dispute, and the execution of the decision handed down will be carried out. However, the problem is how to carry out the execution in the Industrial Relations Court for decisions that have legal force, and whether it is necessary to establish a separate execution confiscation institution is regulated in the Law on the Settlement of Industrial Relations Disputes. Article 57 of the law states that the procedural law applicable to the Industrial Relations Court is the civil procedural law that applies to courts within the general court environment, unless specifically regulated in this law. The entire legal process for the settlement of industrial relations disputes uses the civil procedural legal process, including the rules regarding the execution. Several studies have highlighted the need for a separate execution confiscation institution to improve the effectiveness of the settlement of industrial relations disputes.

KEYWORDS Law; Settlement; Industrial Relations Court; Beslag



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INTRODUCTION

A court decision is meaningless if it is not implemented, therefore the judge's decision has executorial legal force, namely the power to carry out what is stipulated in the decision by force with the help of state tools (Taluke, 2013). As for what gives executive power to the judge's decision is the head of the decision which reads "For the sake of Justice based on the One and Only God" (Muhammad, 2008).

Execution confiscation is a confiscation related to the implementation of a decision because the defendant does not want to voluntarily carry out the decision

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that has permanent legal force, even though the court has warned that the decision is carried out voluntarily as it should (Dharmayanti, 2020). In principle, only the judge's decision has permanent legal force and can be implemented. A decision can be said to have permanent legal force if the decision contains the meaning of a form of permanent and definite legal relationship between the litigants because the legal relationship must be obeyed and must be fulfilled by the defendant (Harahap, 2023). Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes does not explicitly stipulate procedural law and execution procedures (Saputri, 2022). However, Law Number 2 of 2004 only confirms that the Industrial Relations Court applies procedural law that applies to civil procedural law within the General Courts as stated in Article 57 of Law Number 2 of 2004.

When talking about execution rules, you must refer to the laws and regulations regulated in the *Herziene Inlandsch Regulation* (HIR) or *Rechtsreglemen voor de Buitengewesten* (RBg) (Simbolon, 2021). Execution can be interpreted as carrying out or implementing a court decision that has permanent legal force (*in kracht van gewijsde*) (Sonata, 2012). Every decision must be executed, because there will be no meaning if the decision cannot be executed, as it is known that the judge's decision at any time will become a decision that has permanent legal force (*inkracht van gewijsde*) (Supit, 2016). The procedure for executing it is by force with the help of legal force, if the defendant (the losing party) does not fulfill it voluntarily, based on the applicable provisions the one who has the authority to carry out the execution is the District Court on the basis of a request from the applicant for execution.

As it is known that carrying out an execution is not an easy matter, so is executing a Decision of the Industrial Relations Court. Various things have prevented the implementation of the execution process which has permanent legal force (*in kracht van gewijsde*). One of them is the cost factor for the implementation of the execution. Especially for the claim value below IDR. 150,000,000, -, then the cost of carrying out the execution shall be borne by the state (Nandang, 2021).

The presence of the Industrial Relations Court (PHI) is not only a legal asset for the world of justice in Indonesia, but also a new force for workers in seeking legal protection. Moreover, there is a PHI decision in the form of a confiscation of execution. Thus, no more employers dare to act arbitrarily against their workers. This execution problem is a very crucial issue, because this is where the determination and final location of a process is, then it becomes worthless as a decision if it is difficult to execute.

In judicial practice in Indonesia, execution is not something that is "certainly" easy to do even though a decision has permanent legal force. Therefore, the implementation of decisions (execution) at the PHI from the perspective of workers/laborers pays more attention to their interests as parties who are in a weak position. After the court decision has been read out, it is important to ensure that the decision can be implemented effectively so that the interests and rights of the workers/laborers regarding the decision can be implemented.

An effective model of legal administration in the implementation of decisions (execution) at PHI that does not impede the interests/ rights of workers/ laborers, namely: a. Application of forced corporal institutions (*Gijzeling*) in the settlement

of industrial relations court cases. b. If the request for execution has been made and the employer still refuses to pay severance pay, the worker can request an executive confiscation of the employer's property. c. Report the entrepreneur to the police, for at least two counts. First, the alleged embezzlement of severance pay. Meanwhile, the second is an alleged violation of Article 216 of the Criminal Code where the action of a businessman who does not want to carry out an inkracht PHI decision is considered an act that obstructs orders from officials or general authorities.

The decision of the Industrial Relations Court at the District Court favors the worker and punishes the entrepreneur for carrying out the contents of the decision, but in practice the Employer does not voluntarily implement the decision of the Industrial Relations Court at the District Court. When the winning party requested forced execution from the Head of the District Court, the forced execution could not be carried out either because of the lack of funds that should have been provided by the State. From 2016 to 2020 there were 479 case decisions that have not been executed. Decisions of the Industrial Relations Court at the District Court which have permanent legal force but cannot be executed result in the decision being rendered without legal certainty, useless and unfair (Sugiyanto, 2022).

Based on the background described above, the author formulates the problem as follows:

- (1) Why is the decision of the Industrial Relations Court which has legal force still not carried out?
- (2) What are the arrangements for confiscating the execution of Industrial Relations Court decisions which have been inkraacht van gewijsde so far in statutory regulations?
- (3) How is it necessary to regulate the institution for executing decisions of the Industrial Relations Court in the Law on Settlement of Industrial Relations Disputes?

RESEARCH METHOD

Types of Research

The type of research in this study is empirical juridical, in other words, it is a type of sociological legal research or field research, which examines applicable legal provisions and what happens in reality in society. With the intention to know and find the facts and data needed that ultimately lead to solving the problem.

Data collection

Data collection in this study used observation, interviews and documentation. An interview is a language interaction that takes place between two people in a situation facing each other with the aim of one of them being able to obtain information or expressions from the interviewee. The interview consists of a number of questions prepared by the researcher and asked to a person face-to-face and the researcher records the answers himself. In this study, researchers conducted interviews openly and informally which means that researchers did not limit the answers submitted by informants and walked in a normal atmosphere. In conducting interviews, researchers have previously prepared several outline questions that aim to get everything needed without asking repeatedly.

Documentation is a word document which means written items in the form of opens, magazines, journals, theses and the results of decisions related to research problems.

Data Analysis

Bogdan and Biklen say that qualitative data analysis is an effort made by working with data, organizing data, sorting it into manageable units, synthesizing it, looking for and finding patterns, discovering what is important and what is learned, and deciding what can be told to others. Thus, the first thing researchers will do after obtaining the data needed is to make edits to the data. Editing is the process of re-examining the files or information collected. Both primary data and secondary data that aim to determine the completeness of the data and the clarity of its meaning and suitability with the required data. After editing, the researcher will compile these data to then be used as the main basis for analyzing, so that in the end the alignment of the data with the analysis provided is found. In this case, the technique carried out is descriptive analysis is a method used to analyze data by describing or describing the data that has been collected.

RESULT AND DISCUSSION

The decision of the Industrial Relations Court cannot be executed

Execution is a judge's decision which is the termination of the process of civil cases involving the rights and obligations of a person in a case. Execution provisions also regulate how court decisions can be carried out. The definition of execution according to Subekti, is: the implementation of a decision that can no longer be changed is obeyed voluntarily by the disputing parties.

So, in the meaning of the word execution, it already means that the losing party, like it or not, has to obey the decision voluntarily, so that the decision must be forced on him with the help of legal force. What is meant by general power is that the police have the right if necessary to the military (armed forces) (Subekti & Simorangkir, 1989). Furthermore Supomo gives the definition of execution as follows:

The law of execution regulates the methods and conditions used by state instruments to help interested parties to carry out the judge's decision, if the losing party is not willing to fulfill the sound of the decision within the allotted time (Supomo, 1986).

The definition and principle of execution itself must be seen in terms of its function to use execution in general, and when the act of execution is a must, as stated by M. Yahya Harahap, that:

Execution is a legal action taken by the court against the losing party in a case, is a rule and procedure for continuing the case examination process. Therefore, execution is nothing other than a continuous action of the entire civil procedural legal process. Execution is an integral part that is inseparable from the implementation of the procedural rules contained in the HIR or RBg. For anyone who wants to know the guidelines for execution rules, they must refer to the statutory rules set out in the HIR or RBg (Harahap, 2017).

Therefore, execution is nothing other than a continuous action of the entire civil procedural legal process. Execution is an integral part that is inseparable from the implementation of the procedural rules contained in the HIR or RBg. For anyone who wants to know the guidelines for execution rules, they must refer to the statutory rules set out in the HIR or RBg (Harahap, 2017). Carrying out a court decision is nothing but carrying out the contents of a court decision, namely carrying out the decision by force with the help of public power if the losing party does not want to carry it out voluntarily. In principle, only decisions that have obtained permanent legal force (in kracht van gewijsde) can be enforced.

Provisions which form the basis for implementing a decision or what is called an execution are regulated in Article 195 HIR to Article 224 HIR, or Article 206 RBg to Article 258 RBg. However, not all of these articles are effective, including Article 209 HIR to Article 223 HIR or Article 242 RBg to Article 257 RBg which regulates hostages (*gijzeling*). In the context of this writing, it is limited to the execution or implementation of a decision that is condemnatory in nature for the payment of an amount of money, in this case based on the decision of the Industrial Relations Court the defendant (company/ employee) is ordered to pay an amount of money to the plaintiff (worker/ labor).

A court decision that is executed is a decision that contains an order to one of the parties to pay a sum of money or also the implementation of a judge's decision ordering the disposal of fixed assets, while the losing party does not want to carry out the decision voluntarily so it requires forced efforts from the court to carry it out (Manan, 2005).

The authority to carry out executions is only given to the District Court, as stipulated in Article 195 Paragraph (1) HIR or Article 206 Paragraph (1) RBg has emphasized that carrying out execution of court decisions (including Industrial Relations Court decisions) is absolutely only given to the District Court. This article is the principle that determines that execution is carried out on orders and under the leadership of the Head of the District Court, as emphasized by M. Yahya Harahap, that:

The authority of the Chairman of the District Court to order and lead the execution is a formal ex officio authority. Ex officio authority can be read in Article 197 Paragraph (1) HIR or Article 208 RBG. So in discussing the authority of the Chairman of the District Court to carry out the execution, Article 195 Paragraph (1) HIR or Article 206 Paragraph (1) RBg, is inseparable from Article 197 Paragraph (1) HIR or Article 208 RBg. By linking these articles, an overview of the legal construction of the authority to carry out executions can be briefly explained as follows: - The head of the District Court ordered and presided over the execution; - The authority to order and lead the execution of the Chief Justice of the District Court is ex officio; *beschikking*);

- 1) Those ordered to carry out the execution are the Registrar or Bailiff of the District Court. The function of the ex officio authority of the Head of the District Court to order and lead the execution is not only limited to issuing a decree ordering the execution, but also includes: - Starting from *beslag* executorial actions;

- 2) Implementation of auctions, including all processes and procedures required by auction procedures; - Up to the act of emptying and handing over the item being auctioned to the auction buyer; or - Up to the delivery and control of the real execution of the goods executed at the real execution (Manan, 2005).
- 3) In connection with the filing of a lawsuit to the Industrial Relations Court at the local District Court, for claims with a claim value of less than Rp. 150,000,000, - The plaintiff was released from all costs including the down payment of court fees and execution costs. This is as emphasized in Article 58 of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, which stipulates that: "All costs incurred during the proceedings at the Industrial Relations Court are borne by the state based on the stipulated budget".

The execution of a decision at the Industrial Relations Court is not an easy matter because many factors hinder it, including the absence of goods or assets that can be submitted for execution. District Court Various things have prevented the implementation of the execution process which has permanent legal force (*in kracht van gewijsde*). One of them is the cost factor for the implementation of the execution. Especially for the claim value below IDR. 150,000,000, -, then the cost of carrying out the execution is borne by the state based on the annual budget through the District Court. Because the annual state budget budget has not been reduced, then by itself the District Court cannot carry out the execution requested by the applicant in an industrial relations dispute case. Another problem is because the confiscation of the execution itself is not specifically regulated, especially regarding the institution in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes.

Arrangements for Confiscation of the Execution of Decisions of the Industrial Relations Court which have been in practice so far

How to implement court decisions (execution) is not regulated in Law Number 2 of 2004 so that the execution of industrial relations court decisions follows the Civil Procedure Code that applies to courts within the general court environment.

Execution is regulated in Article 195 to Article 224 HIR or Article 206 to Article 258 Rbg. However, at present, not all of the provisions of the aforementioned articles are effective. Those that are still really effective are mainly Article 195 to Article 208 HIR and Articles 206 to Article 240 and Article 258 RBg. Whereas Articles 209 to 223 HIR or Articles 242 to 257 RBg which regulate "hostage" (*gijzeling*) are no longer treated effectively. HIR and Rbg are civil procedural laws left by the Dutch colonial government which are still in effect today. HIR and RBg are currently in the process of being amended by discussing the Draft Civil Procedure Law (Maryono & Azhar, 2018).

In practice, the parties as well as the District Court take their own legal efforts so that the decision of the Industrial Relations Court can be upheld in an execution confiscation if in this case the Company does not comply with the demands of the Court or Supreme Court Decision which has permanent legal force. This is reflected in several cases of confiscation of the execution of decisions from

the Industrial Relations Court and/or the Supreme Court, such as the following cases:

- 1) Case at the Pontianak District Court, Monday 14 December 2020 (resolved by voluntary execution by the Company)

The plaintiffs Marullah et al along with their attorney Effendy Y., SH carried out a voluntary execution with the Defendant PT Steadfast Marine, which was carried out in the Mediation room of the Pontianak District Court. The case between the two parties has been going on for a long time, the case was registered on Monday April 3 2017 with the classification of the case Dispute Termination of Employment Relations, and case number 9/Pdt.Sus-PHI/2017/PN Ptk. After conducting several trials, the case was finally decided on Thursday 15 February 2018, which was won by the Plaintiff Marullah et al. The essence of the decision of the Panel of Judges is to grant the Plaintiffs' lawsuit in part and sentence the Defendants to pay severance pay. The case continued with a request for cassation petition filed by the Defendant PT Steadfast Marine on Tuesday 27 February 2018, but the appeal decision was rejected by the Supreme Court and corrected the decision of the Industrial Relations Court at the Pontianak District Court Number 9/Pdt.Sus- PHI/2017/PN Ptk, which is contained in the decision on cassation case PHI 837 K/Pdt.sus-PHI/2018. On Tuesday April 23 2019, attorney from Plaintiff Effendy Y., SH made a request for execution to the Pontianak District Court because the respondent did not carry out his obligations until a warning was given by the Chairperson of the Pontianak District Court. September 5, 2019, it turned out that the defendant PT Steadfast Marine wanted to carry out a voluntary execution (Pontianak City Government, 2020).

- 2) Case of Execution of Decision of the Industrial Relations Court at the Palembang District Court

In 2016, Mrs. Sumarah as the Plaintiff filed a lawsuit against CV Trisakti as the Defendant with the object of the lawsuit over the termination of employment dispute made by CV Trisakti against Mrs. Sumarah. The lawsuit was won by the Plaintiff, Mrs. Sumarah and based on the Palembang Industrial Relations Court Decision Number 18/Pdt.Sus-PHI/2016/PN Plg. ordered CV Trisakti as the Defendant to pay the Plaintiff's rights in the amount of Rp147,439,758.00 (one hundred forty-seven million four hundred thirty-nine thousand seven hundred and fifty-eight rupiah). Upon the decision of the Palembang Industrial Relations Court, the Defendant filed a cassation legal remedy to the Supreme Court of the Republic of Indonesia and the result was based on the Decision of the Supreme Court of the Republic of Indonesia Number 828K / Pdt.Sus-PHI / 2016, the Defendant was ordered to pay the Plaintiff's rights in the amount of Rp89,745,940.00 (eighty-nine million seven hundred forty-five thousand nine hundred and forty rupiah). Upon the decision of the Supreme Court of the Republic of Indonesia, the Plaintiff's legal representative submitted an application for execution/execution of the decision to the Chairman of the Industrial Relations Court at the Palembang District Court and an execution order was issued and 2 (two) reprimands (aanmaning) were carried out against the Defendant, but the Defendant still did not implement the

decision. Therefore, the Court asked the Plaintiff to file goods/assets belonging to the Defendant which can be executorial beslag. After being asked to apply for executory confiscation, it turned out that the Plaintiff could not fulfill it because no real property/assets belonging to the Defendant (CV Trisakti) were found, and the Plaintiff also did not know who was an active ally in CV Trisakti who could be held accountable to fulfill the Plaintiff's rights in accordance with the court decision.

The execution of the industrial relations dispute case against the Commanditaire Vennootschap (CV) business entity as well as the execution of the decision of the Supreme Court of the Republic of Indonesia Number 828K / Pdt.Sus-PHI / 2016, cannot be carried out because until now the applicant has not found any goods / assets belonging to the Defendant or the execution respondent, namely CV Trisakti; and 2) Obstacles that occur in the implementation of the decision (execution) of industrial relations dispute cases against the Commanditaire Vennootschap (CV) business entity, namely a) Juridical obstacles include 1) There is resistance from third parties (Derden Verzet); 2) There is resistance on the part of the execution respondent; 3) There is a request for judicial review; and b) Non-juridical barriers include 1) The absence of goods or assets that can be submitted for execution; 2) There is physical resistance from the execution respondent; 3) Third party interference; 4) Lack of maximum role of the Court; and 5) The non-withdrawal of complementary allies or management allies as Defendants (Damanik, 2014).

Various problems arise in practice regarding the execution of Put execution confiscations In the case of the Industrial Relations Court so that the parties made their own decisions, such as in the case at the Industrial Relations Court at the Pontianak District Court, the entrepreneur took his own path to complete the confiscation of his execution voluntarily.

It is necessary to regulate the institution for executing industrial relations court decisions

Efforts are needed to provide space for the implementation of the execution of the industrial relations court of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes or by including a special clause in the Bill on Civil Procedure Law which the government will discuss. Either by strengthening the law. So far, the execution of industrial relations court decisions has been barren, and cannot be implemented. One reason is the absence of regulation on the procedure for executing industrial relations court decisions in Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. The completion was left to the procedure for execution at the *Herzien Inlandsch Reglement (HIR)* and *Rechtsreglement voor de Buitengewesten (Rbg)*.

Obstacles to execution are not interpreted as delays in execution in civil cases in general, such as the existence of *verzet*, *deden verzet* and so on. What is meant here is the obstacle to the execution of the Industrial Relations Court Decision at the Pontianak District Court which already has permanent legal force, constrained by execution costs. Execution costs are often a problem in execution, both in terms of execution costs, charging execution fees, how to reclaim execution costs, and

prodeo execution based on Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. With reference to Article 121 paragraph (4) HIR or Article 145 paragraph (4) RBg, the execution fee is paid first by the execution applicant, as explained by M. Yahya Harahap, that: From which a conclusion is drawn that determines the execution fee must be paid by the execution applicant first as a jar and can only be collected later from the defendant (executed) after the execution is complete. The obligation to give precedence to the payment of execution costs to the execution applicant is based on the understanding, execution costs include an inseparable series of costs of the case. If the cost of execution is equal to the cost of the case, the payment of the cost of execution applies fully (by analogy) the provisions of Article 121 Paragraph 1 HIR or Article 145 Paragraph 4 RBg. In that article, it is affirmed that registration of the lawsuit in the register book by the registrar is only allowed if the plaintiff has paid the cost of the case. As long as the plaintiff has not paid the case plan by the clerk: - The lawsuit must not be recorded in the register book of receiving the lawsuit (case) and - At the same time the lawsuit (case) may not be heard. From the provisions of Article 121 Paragraph 4 HIR or Article 145 Paragraph 4 RBg, the cost of the case must first be paid by the plaintiff. As long as the plaintiff has not paid the costs of the case, the lawsuit filed may not be registered, and at the same time prohibited from trial. Analogy with the provision if this provision is associated with execution: - Payment of execution fees must first be paid by the execution applicant (plaintiff); and - As long as the execution applicant (plaintiff) has not paid the execution fee in advance, the execution cannot be executed (Harahap, 2017).

As a realization of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes, it provides guarantees for the protection of workers/laborers claiming their rights through the Industrial Relations Court without being burdened with case fees, including execution costs, for claims whose value is below Rp. 150,000,000.- (one hundred and fifty million rupiah) is fully borne by the state.

The Supreme Court based on its letter dated March 13 2006 Number: MA/SEK/III/2006 regarding: Implementation of the Budget for the Industrial Relations Court, addressed to the Chairperson of the Pontianak District Court, providing an explanation regarding the details of the expenditure per case settlement fee of IDR. 7,500,000, - with the following details:

- 1) Witness Transportation Costs: 2 people/case x 4 sessions = Rp. 200.000,-
- 2) Case Fees Consist of:
 - Calling witnesses 1 person/pkr x IDR 25.000,- -
 - Summoning of the parties 1 person/pkr x IDR 25.000,- = IDR 100.000,-
 - Execution fee 1 pkr x IDR 5,000,000,- = IDR 5,000,000
 - Confiscation Fee 1 pkr x IDR 2,000,000.- = IDR 2,000,000.-
 - Stamp duty 1 pkr x 2 pieces x IDR 6,000,- = IDR 12,000,-
 - Notice of Verdict 1 pkr x IDR 25.000,- = IDR 25.000,-
 - Delivery of case files 1 pkr x IDR 50.000,- = IDR 50.000,-
 - Editorial Decision 1 pkr x Rp. 13,000 = IDR 13,000,-
 - = IDR 7.500.000,-

Based on the above details, the cost of execution and the cost of confiscation of execution in a case at the Industrial Relations Court at the Pontianak District Court is IDR. 7,000,000.- per 1 case (IDR. 5.000.000,- + IDR. 2.000.000,-) has been budgeted by the Supreme Court of the Republic of Indonesia through the State Budget (APBN) (Damanik, 2014).

Every decision must be executable, because there will be no meaning if the decision cannot be executed, as it is known that the judge's decision at any time will become a decision that has permanent legal force (*inkracht van gewijsde*). The obstacle in executing the Industrial Relations Court's decision is not specifically stipulates regarding Execution Confiscations and the existence of a special execution confiscation institution at the Industrial Relations Court at the District Court level. The thing that also causes the confiscation of execution at the Industrial Relations Court to fail is that there are no legal sanctions for the Industrial Relations Court Decisions that have been *inkracht van gewijsde*.

Data on the number of Industrial Relations Court Decisions that have not yet been executed can be seen from the table below:

Table I. Industrial Relations Court Decisions That Have Not Yet Been Executed in 2016-2020

No	Industrial Relations Court	Number of PHI Decisions	Number of Termination Decisions	Number of Termination Decisions That Have Not Been Executed
1	Central Jakarta	2072	1655	143
2	Semarang	345	345	102
3	Surabaya	863	745	114
4	Medan	1571	1369	120
	Amount	4851	4114	479

Source: Data of Junior Registrar of Industrial Relations Court

Based on the data table above, the dismissal decisions that have not yet been executed are at the Industrial Relations Court at the Central Jakarta District Court as many as 143 cases, at the Industrial Relations Court at the Semarang District Court as many as 102 cases, at the Industrial Relations Court at the Surabaya District Court as many as 114 cases and at the Industrial Relations Court at the Medan District Court as many as 120 cases. On the other hand, cases that have been decided by the Industrial Relations Court at the District Court are *Condemnatoir* (punish) and have permanent legal force (*ikracht van gewijsde*), but the decision is not carried out voluntarily by the entrepreneur.

Related to budgetary issues, forced executions also cannot be carried out by court institutions due to the absence of budgetary funds that should be provided by the state (remember that for cases where the value of the lawsuit is below 150 million) it is financed by the state). So far, the actual execution of Industrial Relations Court Decisions at the District Court has been based on HIR and RBg. The problem is that HIR and RBg do not specifically regulate the execution of court decisions ordering certain legal subjects to carry out legal actions (Sugiyanto, 2022).

In fact, regarding the non-implementation of the decision of the Industrial Relations Court at the District Court, especially regarding confiscation of execution by the employer, legal remedies can be taken from other fields of law, such as the entrepreneur can be prosecuted for embezzlement of severance funds according to the provisions of Article 216 of the Criminal Code or the entrepreneur can be filed for bankruptcy by workers to the Commercial Court in accordance with Law Number 37 of 2004 concerning Bankruptcy and Suspension of Obligations for Payment of Debt. However, the author sees that this is not the case in the context, because the issue of confiscation of execution is a matter of ordinary civil procedural law which is not expressly regulated in the HIR and RBg. The author sees the need for a special institution to carry out confiscation of the execution of Industrial Relations Court Decisions and this is regulated in the Revision of Law Number 2 of 2004 concerning Industrial Relations Dispute Settlement. This is considering that until now there are still many Industrial Relations Court decisions in the District Courts in Indonesia that cannot be carried out with confiscation of execution on Decisions that have permanent legal force and are condemnatory in nature.

Why should an execution confiscation institution be established specifically at the Industrial Relations Court, even though it remains under the District Court in general civil cases, given the special nature of the Industrial Relations Court. How to establish, administer and implement the Execution Confiscation Institution at the Industrial Relations Court certainly requires further research in this matter, especially if it is to be applied to the arrangements in the Revision of Law Number 2 of 2004 concerning Industrial Relations Disputes Settlement.

CONCLUSION

Various things that led to the non-implementation of the execution process which has permanent legal force (in kracht van gewijsde). One of them is the cost factor for the implementation of the execution. Especially for the claim value below Rp. 150,000,000, -, then the cost of carrying out the execution is borne by the state based on the annual budget through the District Court. Because the annual APBN budget has not been released, the District Court itself cannot carry out the execution requested by the applicant in an industrial relations dispute case. Another problem is because the confiscation of the execution itself is not specifically regulated, especially regarding the institution in Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes.

How to implement court decisions (execution) is not regulated in Law Number 2 of 2004 so that the execution of industrial relations court decisions follows the Civil Procedure Code that applies to courts within the general court environment. Various problems arise in practice regarding the execution of confiscations in the execution of decisions of the Industrial Relations Court so that some parties make their own decisions, such as in the case at the Industrial Relations Court at the Pontianak District Court, the entrepreneur took his own path to complete the execution confiscation voluntarily.

It is necessary to have a special institution which organizes confiscation of the execution of Industrial Relations Court Decisions and is regulated in the Revision of Law Number 2 of 2004 concerning Settlement of Industrial Relations Disputes. This is considering that until now there are still many Industrial Relations Court decisions in the District Courts in Indonesia that cannot be carried out with confiscation of execution on Decisions that have permanent legal force and are condemnatory in nature. An execution confiscation institution must be specially established at the Industrial Relations Court, although it remains under the District Court in general civil cases, bearing in mind the nature of the Industrial Relations Court which is of a special nature.

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