

The Implications of the Simple Lawsuit Procedure on Vague Claims in Breach of Contract Disputes

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ABSTRACT

The principle of a simple, expeditious, and low-cost judiciary constitutes a fundamental aspect of civil justice administration in Indonesia. To implement this principle, the Supreme Court introduced the simple lawsuit mechanism as a procedural framework for resolving civil disputes characterized by limited claim values and uncomplicated evidentiary requirements. This study aims to examine the implementation of the simple lawsuit mechanism and analyze legal certainty concerning vague claims (*obscur libel*) in breach of contract disputes. The research employs a normative juridical method with a descriptive-analytical approach, utilizing primary, secondary, and tertiary legal materials. The analysis focuses on statutory regulations governing simple lawsuits and a case involving a vehicle financing agreement. The findings indicate that the simple lawsuit mechanism has been effectively utilized to resolve civil disputes, particularly those involving breach of contract and unlawful acts, while promoting procedural efficiency and access to justice. However, the effectiveness of this mechanism remains dependent upon compliance with the formal requirements of civil procedure. In the case examined, the dispute met the substantive criteria for adjudication through the simple lawsuit procedure because it involved a breach of contract, fell within the prescribed monetary threshold, and required relatively simple evidence. Nevertheless, the claim was declared inadmissible due to *obscur libel*, as the court identified an inconsistency between the *posita* and the *petitum*. The study concludes that legal certainty in simple lawsuit proceedings requires not only procedural simplification but also clear and coherent claims supported by an adequate legal basis, ensuring that judicial efficiency does not undermine procedural fairness and legal certainty.

Keywords: Simple Lawsuit Procedure; Breach of Contract; *Obscur Libel*

INTRODUCTION

One of the fundamental principles governing the administration of justice in Indonesia is the principle of a simple, expeditious, and low-cost judiciary, as stipulated in the Judicial Power Law. This principle requires that judicial proceedings be conducted in a manner that is not unnecessarily complicated, excessively time-consuming, or disproportionately costly to the parties involved. In civil litigation practice, this principle is particularly significant because not all disputes require lengthy examination procedures as commonly found in ordinary civil lawsuits. Certain cases involve relatively limited claims, clear legal relationships between the parties, and uncomplicated evidentiary matters. Consequently, there is a need for a dispute resolution mechanism that is more efficient while remaining within the framework of civil procedural law.

Within the context of civil procedural law, the principles of simplicity, expediency, and affordability serve as the foundation for the development of various mechanisms aimed at enhancing procedural efficiency. These mechanisms are not intended to replace the principle of prudence in judicial examination; rather, they seek to ensure that disputes are resolved proportionately according to their nature and complexity. Cases involving straightforward claims and simple evidentiary issues do not necessarily require the same extensive procedures applicable to ordinary lawsuits. Likewise, disputes that may still be resolved amicably should be afforded the opportunity for settlement, thereby preventing parties from being directed solely toward adversarial outcomes through judicial decisions.

Accordingly, the principles of simplicity, expediency, and low cost constitute an essential foundation for this study. These principles provide the basis for understanding why the simple lawsuit mechanism is necessary in certain civil disputes and why mediation also plays an important role in court-based dispute resolution. Nevertheless, the implementation of these principles must remain balanced. A rapid and simplified procedure should not compromise legal certainty, the clarity of claims, or the protection of the parties' rights.

One manifestation of the simplification of civil dispute resolution is the simple lawsuit mechanism. A simple lawsuit refers to a judicial procedure for examining civil claims involving a specified material claim value through simplified procedures and evidentiary processes. Through this mechanism, certain civil disputes may be adjudicated through a more streamlined process than that of ordinary civil litigation. However, procedural simplification does not imply that the formal requirements of a claim may be disregarded. A simple lawsuit still requires a clear legal relationship between the parties, consistency between the *posita* (statement of facts and legal grounds) and the *petitum* (relief sought), as well as sufficient evidence supporting the plaintiff's allegations.

The simple lawsuit mechanism represents one of the judicial mechanisms for resolving civil disputes through a more concise procedural framework than ordinary civil litigation. It does not establish a new category of civil rights but rather constitutes a procedural simplification for disputes whose value and evidentiary complexity are relatively limited. Normatively, a simple lawsuit is defined as a court examination procedure for civil claims with a maximum material claim value of IDR 500,000,000, adjudicated through simplified procedures and evidentiary rules.

The regulation of simple lawsuits was initially introduced through Supreme Court Regulation No. 2 of 2015 concerning Procedures for the Settlement of Simple Lawsuits. This regulation was subsequently amended by Supreme Court Regulation No. 4 of 2019, one of whose significant amendments was the increase of the maximum material claim value to IDR 500,000,000. This amendment reflects the Supreme Court's effort to broaden public access to a more efficient civil dispute resolution mechanism, particularly for disputes that do not require extensive evidentiary proceedings as in ordinary litigation.

From the perspective of civil procedural law, a simple lawsuit may be understood as a special procedure that remains an integral part of the civil justice system. Although its examination process is simplified, it nevertheless results in a judicial decision that carries binding legal consequences for the parties. Therefore, procedural simplification should not be interpreted as a reduction in judicial scrutiny. Judges remain obligated to ensure that submitted claims possess a clear legal basis, an understandable legal relationship, and sufficient evidence to support the parties' arguments. Consequently, the simple lawsuit mechanism constitutes a concrete implementation of the principles of a simple, expeditious, and low-cost judiciary in civil litigation. It provides a proportionate avenue for resolving disputes involving relatively straightforward claims and evidence. Nevertheless, the effectiveness of this mechanism remains dependent upon the clarity of the claim and the parties' compliance with applicable procedural rules.

A dispute may be submitted through the simple lawsuit mechanism only if it satisfies the criteria established by Supreme Court regulations. These criteria are not determined solely by the value of the claim but also by the nature of the dispute, the simplicity of the evidentiary process, the legal standing of the parties, and the scope of the court's jurisdiction. Accordingly, a simple lawsuit should not be understood merely as a claim involving a relatively small monetary value; rather, it is a civil dispute that, as a whole, is suitable for adjudication through a simplified procedure.

With respect to the nature of the dispute, simple lawsuits may only be filed in cases involving breach of contract (*wanprestasi*) and certain unlawful acts (*perbuatan melawan hukum*). Such disputes must also involve a material claim value not exceeding IDR 500,000,000 and must be capable of resolution through a simplified evidentiary process. These requirements demonstrate that the simple lawsuit mechanism is intended only for disputes characterized by relatively clear legal relationships and that do not require complex judicial examination.

Simplified evidence constitutes one of the essential elements in determining whether a dispute is appropriate for adjudication through the simple lawsuit mechanism. Simplified evidence means that the case does not require extensive factual examination, does not involve multiple layers of legal relationships, and does not necessitate a

broad range of evidentiary materials. In practice, disputes involving debts, vehicle financing agreements, straightforward sales transactions, lease agreements, or other contractual relationships may be more suitably resolved through a simple lawsuit, provided that the legal relationship and the value of the claim can be established through clear documentary evidence.

In addition to satisfying the requirements concerning the type of dispute, claim value, and evidentiary simplicity, certain categories of disputes are expressly excluded from the simple lawsuit mechanism. Cases falling within the jurisdiction of specialized courts cannot be adjudicated through this procedure. Likewise, land rights disputes are specifically excluded. These exclusions demonstrate that simple lawsuits are intended solely for disputes with a limited scope that do not require complex legal examination.

Regarding the parties, a simple lawsuit is generally filed by one plaintiff against one defendant, except where multiple parties share the same legal interest. Furthermore, the defendant's domicile must be known to ensure the orderly conduct of summons and judicial proceedings. These requirements are significant because the simple lawsuit mechanism is designed for disputes that are simple not only in terms of the subject matter but also in the structure of the parties involved.

The distinctive characteristics of simple lawsuits are also reflected in their examination process. A simple lawsuit is examined and decided by a single judge and must be resolved within a maximum period of twenty-five working days from the date of the first hearing. This requirement demonstrates that the mechanism is specifically designed to facilitate the swift resolution of certain civil disputes. Nevertheless, such efficiency still requires a clear statement of claim, an identifiable legal relationship, and sufficient evidence. Accordingly, a dispute may be submitted as a simple lawsuit only if it satisfies the primary criteria, namely: a limited category of disputes, a claim value not exceeding the prescribed threshold, simplified evidentiary requirements, exclusion from prohibited categories of disputes, and compliance with the procedural requirements concerning the parties. These criteria constitute the preliminary basis upon which judges determine whether a dispute is suitable for adjudication through the simple lawsuit mechanism and how legal certainty should be ensured in cases involving vague claims within breach of contract disputes.

RESEARCH METHODOLOGY

Legal research is a systematic process of identifying legal rules, principles, and doctrines to address issues arising within the field of law. This study employs a normative juridical approach, which focuses on the examination and analysis of legal norms contained in statutory regulations, legal principles, legal doctrines, and court decisions concerning the implementation of simple lawsuits in Indonesia. The normative approach is complemented by an analysis of selected judicial decisions to illustrate the practical application of legal norms and to identify recurring issues related to the formulation of claims, particularly concerning *obscuur libel* in simple lawsuit proceedings.

This research adopts a descriptive-analytical design by systematically presenting and examining legal materials relevant to the subject matter. In addition to analysing a representative case involving a vehicle financing dispute and breach of contract, this study also examines the broader regulatory framework governing simple lawsuits and compares it with the Small Claims Court mechanism in other jurisdictions. The comparative analysis is directed at understanding their procedural arrangements, underlying principles, and applicable legal doctrines, as well as assessing whether issues concerning *obscuur libel* may indicate a broader systemic challenge in simplified civil proceedings.

The research process involves the collection and analysis of legal materials. Primary legal materials consist of authoritative and binding legal sources, including statutory regulations, court decisions, and other formal legal instruments related to simple lawsuit procedures. Secondary legal materials comprise legal textbooks, scholarly journal articles, and academic commentaries that provide interpretations and analyses of the applicable legal framework. Meanwhile, tertiary legal materials, such as general dictionaries and legal dictionaries, are utilised to clarify and support the understanding of primary and secondary legal materials. Through these legal materials, the study seeks to evaluate the effectiveness of simple lawsuit procedures and to formulate practical recommendations for ensuring coherence between the *posita* and *petitum* in civil claims.

RESULT AND DISCUSSIONS

Cases Eligible for Examination Through the Simple Lawsuit Mechanism

A dispute may be submitted through the simple lawsuit mechanism only if it satisfies the criteria established by the Supreme Court Regulations. These criteria are determined not only by the monetary value of the claim but also by the nature of the dispute, the simplicity of the evidentiary process, the legal standing of the parties, and the scope of the court's jurisdiction. Accordingly, a simple lawsuit should not be understood merely as a claim involving a relatively small monetary value; rather, it refers to a civil dispute that, in its entirety, is suitable for adjudication through a streamlined procedural framework.

With respect to the nature of the dispute, a simple lawsuit may only be filed in cases involving breach of contract (*wanprestasi*) and certain unlawful acts (*perbuatan melawan hukum*). Such disputes must also involve a material claim value not exceeding IDR 500,000,000 and be capable of resolution through a simplified evidentiary process. This requirement demonstrates that the simple lawsuit mechanism is intended only for disputes characterized by relatively clear legal relationships and that do not require extensive judicial examination.

Simplified evidence constitutes one of the essential elements in determining whether a dispute is appropriate for adjudication through the simple lawsuit mechanism. Simplified evidence implies that the dispute does not require complex factual examination, does not involve multilayered legal relationships, and does not necessitate an extensive range of evidentiary materials. In practice, disputes involving debt obligations, vehicle financing agreements, simple sales transactions, lease agreements, or other contractual relationships may be more readily resolved through a simple lawsuit, provided that the legal relationship and the value of the claim can be established through clear documentary evidence.

In addition to satisfying the requirements regarding the type of dispute, claim value, and evidentiary simplicity, certain categories of disputes are expressly excluded from the simple lawsuit mechanism. Cases falling within the jurisdiction of specialized courts cannot be adjudicated through this procedure. Likewise, disputes concerning land rights are specifically excluded. These exclusions demonstrate that the simple lawsuit mechanism is intended solely for disputes with a limited scope and those that do not require complex legal examination.

With regard to the parties, a simple lawsuit is generally filed by a single plaintiff against a single defendant, except where multiple parties share the same legal interest. Furthermore, the defendant's domicile must be known to ensure the orderly administration of summons and judicial proceedings. These requirements are significant because the simple lawsuit mechanism is designed for disputes that are simple not only in terms of their subject matter but also in terms of the structure of the parties involved.

The characteristics of a simple lawsuit are also reflected in its examination process. A simple lawsuit is adjudicated by a single judge and must be resolved within a maximum period of twenty-five working days from the date of the first hearing. This provision demonstrates that the mechanism is specifically designed to facilitate the expeditious resolution of certain civil disputes. Nevertheless, such efficiency still requires a clear statement of claim, an identifiable legal relationship, and sufficient evidence. Accordingly, a dispute may be submitted through the simple lawsuit mechanism only if it satisfies the primary criteria, namely: a limited category of disputes, a claim value that does not exceed the prescribed threshold, simplified evidentiary requirements, exclusion from prohibited categories of disputes, and compliance with procedural requirements concerning the parties. These criteria constitute the preliminary basis upon which judges determine whether a dispute is suitable for adjudication through the simple lawsuit mechanism.

Both simple lawsuits and ordinary lawsuits constitute mechanisms for resolving civil disputes before the courts. However, they differ significantly in their functions and characteristics. An ordinary lawsuit represents the general procedural framework for resolving civil disputes, whereas a simple lawsuit is a special procedure reserved for specific cases involving limited claim values, restricted categories of disputes, and simplified evidentiary requirements.

The first distinction concerns the scope of disputes. Ordinary lawsuits may be utilized for a broad range of civil disputes falling within the jurisdiction of the district courts. By contrast, simple lawsuits are limited to cases involving breach of contract and certain unlawful acts. Furthermore, simple lawsuits cannot be used for disputes concerning land rights or matters falling within the jurisdiction of specialized courts. Consequently, the scope of ordinary lawsuits is considerably broader, whereas the scope of simple lawsuits is more narrowly defined.

Another significant distinction relates to the value of the claim. A simple lawsuit is subject to a maximum material claim value of IDR 500,000,000, whereas ordinary lawsuits are not subject to any specific monetary limitation. Therefore, disputes involving substantial claim values or requiring more extensive judicial examination are generally more appropriately resolved through ordinary litigation.

Differences also arise in the examination process. A simple lawsuit is adjudicated by a single judge and must be resolved within twenty-five working days from the first hearing. In contrast, ordinary lawsuits are generally examined by a panel of judges and involve a more extensive procedural process. Such proceedings may include pleadings, responses, evidentiary hearings, written conclusions, judicial decisions, and the utilization of available legal remedies. These differences indicate that the simple lawsuit mechanism is designed to accelerate dispute resolution, whereas ordinary litigation provides broader opportunities for judicial examination.

From an evidentiary perspective, simple lawsuits require uncomplicated proof. Judges must be able to assess the legal relationship, legal facts, and supporting evidence in a relatively direct manner. Conversely, ordinary lawsuits may be employed for disputes involving more complex evidentiary issues, such as cases involving multiple parties, extensive documentary evidence, witness testimony, expert opinions, or multilayered legal relationships. Consequently, disputes requiring lengthy and comprehensive examination are generally more suitable for resolution through ordinary litigation.

Differences are also evident with respect to legal remedies. In simple lawsuits, challenges to judicial decisions are pursued through an objection procedure (*keberatan*). In contrast, parties to ordinary lawsuits generally have access to a broader range of legal remedies in accordance with applicable civil procedural law. This distinction further demonstrates that the simple lawsuit mechanism is intended to provide a more concise and expeditious form of dispute resolution compared to ordinary litigation.

Accordingly, the distinction between simple lawsuits and ordinary lawsuits extends beyond the relative speed of judicial proceedings. The differences also encompass procedural characteristics, the scope of disputes, claim value limitations, evidentiary requirements, the composition of the adjudicating judge or panel, the duration of proceedings, and the legal remedies available to the parties. Therefore, the choice between a simple lawsuit and an ordinary lawsuit must be determined in accordance with the specific characteristics and complexity of the dispute being brought before the court.

Legal Certainty Concerning Vague Claims (*Obscur Libel*) in Breach of Contract Cases

A vague claim, commonly referred to as *obscur libel*, arises when a statement of claim is drafted in such an unclear manner that the court is unable to adequately comprehend the factual basis, legal grounds, or relief sought by the plaintiff. A claim may be considered vague when the *posita* (statement of facts and legal grounds) fails to clearly describe the relevant facts, when the *petitum* (relief sought) is not formulated with sufficient clarity, or when there is an inconsistency between the *posita* and the *petitum*. Under civil procedural law, a statement of claim must generally contain the identities of the parties, the grounds of the claim (*posita*), and the relief sought (*petitum*). This requirement is reflected in Article 8(3) of the *Reglement op de Rechtsvordering* (Rv). Accordingly, the *posita* and *petitum* must maintain a logical and coherent relationship. While the *posita* sets out the factual and legal foundations of the claim, the *petitum* specifies the remedies requested from the court based upon those foundations.

Where the *petitum* is inconsistent with the *posita*, the claim may be regarded as unclear. For example, if the factual allegations describe only a specific type of loss, yet the relief sought substantially exceeds the scope of the facts presented, the court may determine that the claim is vague. In such circumstances, the claim risks being declared inadmissible because the court lacks a sufficiently clear basis upon which to examine and grant the plaintiff's request. These concepts are therefore closely interconnected. A default judgment (*verstek*) may be

rendered due to the defendant's absence; however, if the plaintiff's claim is deemed vague, the court may still declare it inadmissible. Consequently, in civil proceedings, the presence or absence of the defendant does not relieve the plaintiff of the obligation to formulate a claim in a clear, systematic, and consistent manner.

Although *obscuur libel* may arise in any form of civil litigation, the simplified nature of the simple lawsuit mechanism may increase the risk of deficiencies in claim drafting. The expedited procedure, limited stages of examination, and the objective of maintaining low litigation costs may encourage parties to prepare statements of claim with minimal legal elaboration. In particular, litigants who are not represented by legal counsel may encounter difficulties in ensuring consistency between the *posita* and *petitum* and in adequately formulating the legal basis of their claims. Consequently, procedural simplicity should not be interpreted as reducing the formal requirements of clarity and coherence that remain fundamental to every statement of claim.

The present case involving a vehicle financing agreement is therefore employed as a representative illustration of the procedural challenges that may arise in simple lawsuits, rather than as evidence that *obscuur libel* is inherent in all simplified proceedings. The case demonstrates how deficiencies in drafting the statement of claim may undermine the resolution of an otherwise straightforward dispute. Nevertheless, *obscuur libel* should be understood as a broader procedural issue that may also arise in ordinary litigation whenever the relationship between the factual allegations (*posita*) and the relief sought (*petitum*) is not clearly and coherently articulated.

In the case under examination, the defendant was alleged to have committed a breach of contract by failing to make installment payments as stipulated in the financing agreement. The legal relationship at issue was relatively straightforward, namely the relationship between a financing company acting as creditor and a consumer acting as debtor. The value of the claim also indicates that the dispute fell within the scope of the simple lawsuit mechanism. The plaintiff sought payment in the amount of IDR 225,406,000, consisting of the remaining principal debt and late-payment penalties. This amount does not reflect a high-value dispute requiring extensive judicial examination as would typically be conducted in ordinary litigation. Therefore, from the perspective of both the claim value and the nature of the dispute, the case was appropriately categorized as a simple lawsuit.

Furthermore, the subject matter of the dispute did not concern land rights or matters falling within the jurisdiction of a specialized court. Rather, it involved a dispute relating to a movable asset, namely a motor vehicle. However, the existence of the vehicle did not transform the dispute into one concerning ownership rights. The essence of the dispute remained the defendant's obligation to fulfill installment payments under the financing agreement. Accordingly, the subject matter remained consistent with the characteristics of a simple lawsuit, namely a breach of contract dispute whose resolution primarily depends upon contractual documents and payment records.

From an evidentiary perspective, the dispute also appeared relatively straightforward because the available evidence sufficiently demonstrated the legal relationship between the parties. The financing agreement established the defendant's obligation to make installment payments. The payment schedule identified the amount and timing of the installments. Demand letters and warning notices evidenced the plaintiff's efforts to notify the defendant of the default. Witness testimony further supported the allegation that the defendant had initially complied with the payment obligations before subsequently ceasing payment. Therefore, had the statement of claim been drafted properly, the dispute could have been adjudicated through a simplified procedure without requiring extensive evidentiary examination.

However, the principal issue in this case did not lie in the plaintiff's choice of the simple lawsuit mechanism. Rather, it concerned the manner in which the claim was formulated. The plaintiff failed to clearly explain the relationship between the seven-month payment default and the demand for payment of the remaining thirty-three months of installments. If the defendant was alleged to have defaulted for only seven months, the statement of claim should have explained why the entire balance of future installments that had not yet matured could nevertheless be accelerated and demanded immediately. This crucial element was not articulated with sufficient clarity by the plaintiff.

Accordingly, the court's decision was fundamentally correct in declaring the claim inadmissible on the grounds of vagueness (*obscuur libel*). The plaintiff's error did not arise from selecting the simple lawsuit procedure but

from failing to clearly establish the legal basis for demanding payment of the entire remaining balance of installments. Had the plaintiff intended to claim payment of all thirty-three remaining installments, the statement of claim should have explicitly referred to the acceleration clause contained in the financing agreement and provided a detailed calculation of the outstanding debt. Without such clarification, the relief sought became disproportionate to the *posita*, which emphasized only the defendant's seven-month payment default.

In conclusion, this case demonstrates that in financing-related breach of contract disputes, the strength of the evidence alone is insufficient. A claim must be constructed through a coherent legal framework consisting of a valid agreement, the existence of an obligation, a breach of that obligation, a clear legal basis for recovery, and a remedy that corresponds to the alleged breach. In the present case, this chain of legal reasoning was disrupted by the unexplained connection between the seven-month default and the demand for payment of the remaining thirty-three installments. Consequently, the court's decision to declare the claim inadmissible (*niet ontvankelijke verklaard* or *NO*) despite the defendant's absence and the issuance of a default judgment (*verstek*) was a direct consequence of the plaintiff's failure to satisfy the formal requirement of clarity in the statement of claim.

CONCLUSION

First, the implementation of the simple lawsuit mechanism demonstrates the application of the principles of a simple, expeditious, and low-cost judiciary in the resolution of civil disputes. This mechanism is designed to address specific categories of cases characterized by relatively clear legal relationships, limited claim values, and uncomplicated evidentiary requirements. The introduction of the simple lawsuit mechanism reflects an effort to provide the public with a more effective and efficient avenue for dispute resolution without compromising the principle of judicial prudence in case examination. In practice, simple lawsuits remain an integral part of the civil justice system, subject to the rules of civil procedure and capable of producing judicial decisions that carry binding legal consequences for the parties.

The implementation of the simple lawsuit mechanism can be observed through the significant number of cases recorded in the Case Tracking Information System (*Sistem Informasi Penelusuran Perkara—SIPP*). These records indicate that the mechanism has been actively utilized in the resolution of civil disputes, particularly those involving breach of contract and unlawful acts. This demonstrates that the simple lawsuit mechanism functions not merely as a normative framework established under Supreme Court Regulations but has also been effectively applied in judicial practice. Nevertheless, the effectiveness of the mechanism should not be assessed solely on the basis of the number of cases filed and resolved. Equal attention must be given to the extent to which courts ensure that submitted cases genuinely satisfy the characteristics of a simple lawsuit and are adjudicated in accordance with the principles of civil procedural law.

Second, the dispute examined in this study was appropriately brought under the simple lawsuit mechanism because it concerned a breach of contract arising from a vehicle financing agreement, the value of the claim remained within the prescribed threshold, and the evidentiary process was relatively straightforward. However, the plaintiff's claim was ultimately declared inadmissible due to a formal defect in the form of *obscuur libel* (vagueness of claim). The court found an inconsistency between the *posita*, which alleged several months of unpaid installments, and the *petitum*, which sought payment of the entire remaining balance of installments without providing an adequate explanation of the legal basis for such recovery. Consequently, the weakness of the case did not lie in the use of the simple lawsuit mechanism itself, but rather in the lack of clarity in the legal construction of the plaintiff's claim.

Accordingly, the dispute remained substantively suitable for adjudication through the simple lawsuit procedure; however, the statement of claim failed to satisfy the formal requirement of clarity. The court did not determine that the case had been filed through an inappropriate procedural mechanism. Instead, it held that the plaintiff's claim was vague because the *posita* and *petitum* were not logically consistent with one another. Therefore, the plaintiff's failure was not attributable to the unsuitability of the dispute for the simple lawsuit mechanism, but rather to the inadequately formulated claim, which lacked sufficient clarity to justify judicial relief.

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