LEGAL BRIEF

journal homepage: www.legal.isha.or.id/index.php/legal

Arbitration as A Choice of Forum in Dispute Resolution Regarding Deed of Agreement

Novela Christine* **and Mohamad Fajri Mekka Putra**
Master of notary, Faculty of law, Universitas Indonesia
Pondok Cina, Beji, Kota Depok

*Email: novela.christine@ui.ac.id

Abstract

One of the necessary elements in an international business contract is choice of forum, which arbitration emerged in it. The research purpose is to identify the application of arbitration as choice of forum in a notary deed. The method used in this journal is juridical-normative research. Arbitration clause is necessary in a notary agreement in order that the arbitration will bind the parties. The annulment of the agreement doesn't result in the arbitration clause being invalid, but severability principle upholds the enforcement of arbitration in a dispute settlement. By choosing arbitration as the choice of forum, the parties are free in selecting the arbitrators, where the arbitration take place, the language used, and the law applied in arbitration. If the clause is not included, the parties could make a deed of compromise or an agreement regarding the acceptance for arbitration in a dispute settlement after the dispute arises.

Keywords: *Arbitration; Choice of Forum; Deed of Agreement.*

A. Introduction

"A notary is a public official who has the power to make authentic deeds and has other authority as referred to in this law or under any other regulation."[1] As we all know, there are 2 (two) legal systems adopted by countries throughout the country, namely the common law system and the civil law system, in which the existence of notaries in both legal systems also has some differences. One of them is related to a notary's authority. In the United States, the power of notaries is nothing more than the creation of limited certificates and their authority cannot be extended.[2] This is different from the strength of public notary deed whose legal system does not pay much attention to writing as evidence.[3]

In Indonesia, which adopted the civil law system, the notaries have the authority to make an authentic deed that could be used as evidence in the trial. The international business contract contains foreign elements such as foreign citizens or foreign legal entities and regulated objects outside the territory of the Republic of Indonesia. In carrying out a legal act with those foreign elements, there are two options of choice, known as choice of law and choice of forum. These choices anticipate the differences in the legal system adopted by the country of origin from each party to the agreement. There is an option to choose which law will apply and the dispute resolution forum to be used.

Arbitrarion is recognized as one of the dispute resolutions forums, which can be seen in Law No. 30 of 1999 regarding Arbitration and Alternative Dispute Resolutions (hereafter will be referred as the Arbitration Law) as the applicable law that governs arbitration. The General Explanation of Arbitration Law stated that dispute resolution through arbitration is still more

[1] *Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*, n.d., Pasal 1 angka 1.
[2] Ma Junyu, "Law and Common Law Closely Related to International Transactions," *Jurnal Akta* 7, no. 3 (2020): 289.
[3] Ma Junyu, "Law and Common Law Closely Related to International Transactions.", 290.

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

in demand than litigation, especially for international business contracts. Arbitration in Indonesia has existed since the Reglement op de Rechtsvordering (Rv), the old Indonesian Law of Civil Procedure, which remains valid with Article II of the Transitional Rules of The 1945 Constitution of the Republic of Indonesia. Aside from that, in 1970, the existence of arbitrary is recognized in the Explanation of Article 3 section (1) of Law No. 14 of 1970 regarding the Main Provisions of Judicial Power, which says that "Settlement of cases outside of court based on peace or through referee or arbitration is permissible."[4] Moreover, Indonesia has done ratification of several international conventions, including those related to arbitration, the New York Convention of 1958 through the Presidential Decree No. 34 of 1981.

Furthermore, in Indonesia, an arbitration regulation is still valid now and is applied to the lex specialis principle: the Arbitration Law. This law divides the regulations of both national and international arbitration. One example of a national arbitration institution is the Indonesian National Board of Arbitration (hereinafter will be abbreviated as BANI). Through the Decree of The Board of Management of BANI No. 21056/XII/SK-BANI/AWR, the latest Rules and Procedures of arbitration of the Indonesian National Board of Arbitration (hereinafter will be referred to as the BANI Arbitration Rules and Procedures 2022) are issued related to the arbitration regulations by BANI. Article 1 section 1 of the BANI Arbitration Rules and Procedures 2022 defines BANI as a national arbitration institution domiciled in Jakarta (BANI Arbitration Center) and various other regions in Indonesia (BANI Region).

"The important point that distinguishes court and arbitration is the court uses one permanent judiciary or standing court, meanwhile the arbitration uses a tribunal forum that is formed specifically for the activity."[5] The arbitral institutions themselves are not limited to BANI, but there is also arbitration in capital markets, commodity futures, sharia, intellectual property rights, et cetera. Indonesia has several arbitral institutions, including the Indonesian National Board of Arbitration, the Indonesian Capital Market Arbitration Board (BAPMI), the Indonesian Commodity Futures Trading Arbitration Board (BAKTI), the National Sharia Arbitration Board (Basyarnas), and the Intellectual Property Rights Arbitration and Mediation Agency (BAMHKI).

The existence of capital market arbitration is in line with Article 32 of Law No. 25 of 2007 regarding Capital Investment, as dispute settlement is being recognized through arbitration. Article 32 section (4) of Law No. 25 of 2007 also specifies that, "A capital investment dispute between the Government and a foreign investor shall be settled through international arbitration based upon the agreement between the parties."[6] Such regulations are a consequence of the ratified international convention through Law No. 5 of 1968 regarding the Ratification of Agreements on the Convention on the Settlement of Disputes between States and Foreigners regarding Investment.

The increasing foreign investment numbers due to free trade also bring additional foreign exchange earnings for Indonesia. To support the development of foreign investment in Indonesia, a medium that accommodates and ensures the business's smooth running is needed. In principle, a trade requires evidence in the form of a notarial deed containing the agreement of the parties involved. In connection with the presence of foreign elements in the deed, then some things need to be considered in making the deed. One of them is regarding resolving disputes on a contract.

---

[4] "Arbitrase," *Website Jaringan Dokumentasi Dan Informasi Hukum BPK RI*, https://jdih.bpk.go.id/?p=6493.
[5] Anik Entriani, "Arbitrase Dalam Sistem Hukum Di Indonesia," *An-Nisbah* 3, no. 2 (2017): 280.
[6] *Undang-Undang Nomor 25 Tahun 2007 Tentang Penanaman Modal*, n.d., Pasal 32 ayat (4).

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

A transnational contract has its own difficulty in its construction, whereas a cross-country problem does not necessarily mean that the laws used by both parties are going to be the same. In addition to that, the legal system adopted by each country could vary from one to another. Therefore, the position of choice of law and choice of forum in a deed becomes essential to avoid difficulties in the future if legal efforts were to be made. Although there is a principle of international civil law, its implementation can also bring conflict into the deed and the pre-existing disputes. This is because there are no clear limits on either when and what circumstances would the international civil law principles—loci contractus, lex loci solutionis, or others—be applied to a contract. Both parties may also have different views on which dispute resolution jurisdiction is appropriate in handling the case. The risk of disputes in the choice of forum in dispute resolution is best avoided. In this regard, a research is needed to analyze arbitration as one of the dispute settlement forums in the notarial commercial deed.

B. Literature Review

Primary legal materials are legal materials that are authoritative, meaning they have authority. [7] Laws and regulations relating to the issues presented, namely:

1) Civil Code;
2) Constitution of the Republic of Indonesia;
3) Law Number 14 of 1970 concerning Basic Provisions on Judicial Powers;
4) Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution;
5) Law Number 25 of 2007 concerning Investment;
6) Law Number 2 of 2014 concerning Notary Positions.

Secondary legal materials are all publications on law that are not official documents which include textbooks, legal dictionaries, legal journals, and comments on court[8] decisions related to arbitration as a forum for dispute resolution.

C. Research Methods

The research method used in this writing is normative legal research through the study of literature with legal materials in the form of laws and regulations, and other scientific journals. Normative legal research is done to collect legal principles and study the systematics of applicable laws and regulations.[9] The research is using statute approach, with secondary data as the legal material.

D. Results and Discussion

A notary's authority to make an authentic deed is regulated in Article 15 section (1) of Law No. 2 of 2014 regarding Notary Position (hereafter referred to as the Notary Law), which is:

"A notary shall be authorized to draw up an authentic deed on all actions, agreements, and decisions required by the laws and regulations and/or the relevant parties to contain in an authentic deed, guarantee the certain date of drawing up of deed, keep deed, give tenor, copy and excerpt of deed, as long as the drawing up of the deed is not assigned or excepted to another

[7] Peter Mahmud Marzuki, *Penelitian Hukum, Edisi Revisi, Cet. Kesembilan* (Jakarta: Kencana, 2014).
[8] Marzuki, *Penelitian Hukum, Edisi Revisi, Cet. Kesembilan*.
[9] Soerjono Soekanto, *Pengantar Penelitian Hukum* (Jakarta: Penerbit Universitas Indonesia, 2019).

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

official or person stipulated by the law."[10]

When doing their job, a notary must also pay attention to other authorities in Article 15 section (2) point e of Notary Law, which stated that: "…A notary is also authorized to provide legal counselling regarding the making of the Deed."[11] This legal counselling is one of the things related to the choice of forum in dispute resolution in a notarial deed. Notaries can provide legal counselling in a legal effort on dispute resolutions through either litigation or non-litigation using arbitral institutions. The importance of formulating a dispute resolution forum on a deed is to resolve the dispute more effectively. One of the dispute resolution methods aside from the court is by arbitration. Article 1 point 1 of Arbitration Law defined arbitration as,

"a mechanism of settling civil disputes outside the general courts based upon an arbitration agreement entered into in writing by the disputing Parties."[12]

The existence of dispute resolution institutions in Indonesia is one of the most cost-effective and time-effective methods to resolve a dispute compared to litigation. Based on the research result, the total time for dispute resolution through the arbitral proceeding in BANI after the suggested improvement applied is 202 days.[13] Aside from that, in arbitral institutions, there is no appeal nor cassation against the arbitral award. This is in line with the final and binding characteristics of the arbitral award.[14] For an arbitral award to be implemented, then within a maximum of 30 (thirty) days from the date after the arbitral award is rendered, the original or an authentic copy of the award shall be submitted for registration to the Registrar of the District Court by the arbitrator(s) or a legal representative of the arbitrator(s).

In the General Explanation of Arbitration Law, it is explained about the advantages of arbitral institutions in general compared to the judicial institutions, which are:

1. Ensuring the confidentiality of the parties to the dispute;
2. Avoiding any delay caused by procedural and administrative matters;
3. Freedom to choose the arbitrator that the parties believe in having sufficient knowledge, experience, and background regarding related disputes.
4. Freedom of the choice of law, as well as the proceeding and place to conduct the arbitration; and
5. The arbitral awards that bind the parties, and through simple procedure or could directly be enforced.[15]

The confidentiality of the parties to the dispute is based on Article 27 of Arbitration Law, in which it states: "All hearings of arbitration disputes by an arbitrator or arbitral tribunals shall be closed to the public."[16] The existence of arbitration as one of the dispute resolution forums listed by an agreement, especially in the agreement containing foreign elements, brings legal

---

[10] *Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*., Pasal 15 ayat (1).

[11] *Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris*., Pasal 15 ayat (2).

[12] *Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*, n.d., Pasal 1 angka 1.

[13] K. Hayati; et.al, "Development of Construction Dispute Resolution Process Through Arbitration (Indonesian National Board of Arbitration (BANI).," *IOP Conference Series.Materials Science and Engineering*, last modified 2019, http://dx.doi.org/10.1088/1757-899X/674/1/012028.

[14] *Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*., Pasal 59 ayat (1) dan (4).

[15] *Penjelasan Umum Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*, n.d.

[16] *Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*., Pasal 27.

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

certainty and expediency to the parties to the dispute. This is because the inclusion of arbitration clauses in a deed of agreement forms a legal fiction that the parties to the dispute have understood and are willing to pursue efforts to resolve the dispute. Thus, neither party should refuse to pursue dispute resolution through arbitration. The purpose of dispute resolution through arbitration is to reach a win-win solution, not a win-lose solution as in court.[17]

The choice of forum in dispute resolution is one example of freedom of contract. The principle of freedom of contract allows the parties who want to make a contract to freely determine which matters they will describe in the agreement.[18] Aside from that, there is a known principle in international law named *pacta sunt servanda*. The regulations of *pacta sunt servanda* are also stated in Article 1338 of the Indonesian Civil Law Code (KUH Perdata) which said, "All valid agreements apply to the individuals who have concluded them as law." Therefore, the choice of forum in dispute resolution is a right for the contracting parties to choose the arbitral institutions through inclusion in the relevant agreement.

At the same time, the inclusion of arbitration clauses is also based on the principle of consensuality. This principle means that basically an agreement has been made ever since a deal was compromised.[19] That is, the agreement is valid in the sense of binding the parties if there is a deal regarding the main matters in the agreement.[20] In this case, the deed containing the arbitration clause is valid and binding on the parties when the deed has been agreed upon by the parties, which is after the parties sign it.

As mentioned before, for arbitration to be applied as a dispute resolution forum, it is necessary to include the arbitration clauses in the deed. "To bind the parties, the agreement to arbitrate must 'clearly expresses the intention that all disputes or differences of opinion that arise or may arise from the legal relationship between the parties will be resolved using arbitration (Article 2)."[21] An example of arbitration clause formulation through BANI is, "Every dispute arising from this agreement shall be resolved in the first and final level under BANI rules and procedures by the appointed arbitrators or under BANI regulations."[22]

There is also an understanding in a journal that stated that the arbitration clause is an addition to the main agreement, because it is impossible to reach a compromise to use arbitration without the main agreement.[23] This can be seen as a contract clause with the characteristics of a clause with subsequent conditions.[24] However, the inclusion of the arbitration clause is also backed by the severability doctrine, where there is a separation between the content of the contract and the arbitration clause. "In summary, a contract that contains an arbitration clause brings forth two agreements, which are (1) principal contract

---

[17] Indah Sari, "Keunggulan Arbitrase Sebagai Forum Penyelesaian Sengketa Di Luar Pengadilan," *Jurnal Ilmiah Hukum Dirgantara* 9, no. 2 (2019): 72.
[18] Munir Fuady, *Konsep Hukum Perdata* (Depok: PT Raja Grafindo Persada, 2019).
[19] Subekti, *Hukum Perjanjian* (Jakarta: PT Intermasa, 2019).
[20] Subekti, *Hukum Perjanjian*.
[21] Simon Butt, *Arbitration in Indonesia: Largely Dependable Recognition and Enforcement, in The Developing World of Arbitration : A Comparative Study of Arbitration Reform in the Asia Pacific* (Oxford: Hart Publishing, 2018).
[22] Cut Memi, "Implementasi Pembatalan Putusan BANI Dan Putusan BAPMI Oleh Pengadilan Negeri (Kajian Putusan Nomor 528/Pdt.G/ARB/2012/PN.Jkt.Pst," *Jurnal Yudisial* 8, no. 1 (2015): 109.
[23] Marko C Sutanto, "The Existence of the Doctrine of Severability and Competence-Competence Under the Constellation of Indonesian Arbitration Law," *Global Jurist* 19, no. 2 (2019): 5.
[24] Marko C Sutanto, "The Existence of the Doctrine of Severability and Competence-Competence Under the Constellation of Indonesian Arbitration Law."

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

consisting of the agreement regulating the rights and obligations of the parties and (2) an arbitration agreement consisting of the agreement to settle the dispute that arises out of or in relation with the principal contract should dispute arise between the parties."[25] Therefore, in case of invalidity of the main contract, the arbitral clause must not get invalidated.[26] Article 10 point h of Arbitration Law also stipulated that the expiration or nullification of the main agreement will not cause an arbitration agreement to become void.

In Article 9 section (1) of Arbitration Law, it is stated that there is an opportunity for the parties to be able to use arbitral institutions even before any dispute arises, there is no arbitration clause in the contract. In this case, the approval of arbitration for dispute resolution needs to be stated in a written agreement signed by the parties[27] or made in a notarial deed. This deed is also called compromise and settlement or Acta compromise, a dispute resolution through arbitration conducted after the dispute arises.[28] The written agreement must contain:

1. The subject matter of the dispute;
2. The full names and addresses of residence of the parties;
3. The full names and addresses of residence of the arbitrator or arbitral tribunal;
4. The place in which arbitrator or arbitral tribunal shall make their decision;
5. The full name of the secretary;
6. The period in which the dispute shall be resolved;
7. A statement of willingness by the arbitrator(s); and
8. A statement of willingness of the disputing parties that they will bear all costs necessary for the dispute resolution through arbitration."[29]

The parties who have agreed before the dispute arise may also add an addendum to the deed regarding addition or a change in the dispute resolution forum clauses. This is in accordance with the balance principle in implementing the *pacta sunt servanda* principle, which does not rule out the possibility of changes to the deed unless otherwise specified. The arbitration clause regulated in a deed of agreement also shows the existence of the freedom of contract principle, which the parties are free to determine the contents of the agreement regarding:

1. Choice of law;
2. The arbitral proceeding (procedures for the decision-making process in arbitration);
3. The venue of arbitration (e.g., BANI and SIAC);
4. Choose the arbitrators and determine the number of arbitrators;
5. Determine the language used.

The law does not distinguish between "domestic" and "international" during the arbitration regarding the nationality of the parties or the geographical location of the dispute.[30] As written in Article 16 section (1) of BANI Arbitration Rules and Procedures 2022, there is a set of regulation regarding the applicable law in arbitration, which is:

---

[25] Marko C Sutanto, "The Existence of the Doctrine of Severability and Competence-Competence Under the Constellation of Indonesian Arbitration Law."

[26] Evita I Israhadi, "A Study of Commercial Arbitration and The Autonomy of The Indonesian Arbitration Law," *Journal of Legal, Ethical and Regulatory Issues* 21, no. 1 (2018): 5.

[27] A written agreement signed by the parties involved is also referred to as private deed.

[28] Andi Bagulu, "Penyelesaian Sengketa Arbitrase Melalui Sarana Elektronik/Online," *Lex Et Societatis* 7, no. 6 (2019): 98.

[29] *Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*., Pasal 9 ayat (3).

[30] Evita I Israhadi, "A Study of Commercial Arbitration and The Autonomy of The Indonesian Arbitration Law.", h. 6.

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

"The law governing the substance of the dispute shall be the law designated to govern in the underlying commercial agreement between or among the parties in connection with which the dispute has arisen. In the absence of any such prior agreement by the parties as to the governing law, the parties shall be free to choose the governing law on their mutual agreement."[31]

Aside from that, the arbitral decision-making is also known for the principle of *Ex Aequo et Bono*, in which Article 16 section (3) of BANI Arbitration Rules and Procedures 2022 stated that, "The Tribunal may assume the powers of an *amiable compositeur* and or rule by means of *ex aequo et bono*[32], if the parties have so agreed." Suppose the parties do not declare that the dispute shall be resolved by a country's national law or decide *ex aequo et bono*, in that case, there is a possibility that the parties do not allow the provisions to be derived not from the national law as the basis for the arbitrator to resolve the dispute, but from the UNCITRAL Model Law on International Commercial Arbitration (1985) and Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention, 1965).[33]

In addition, there is also a Competence-Competence doctrine, which has been formulated in the Academic Draft of the International Civil Law Bill aside from the doctrine of severability in arbitration.[34] The doctrine of Competence-Competence gives the arbitral tribunal the authority to determine its own jurisdiction or competencies without court intervention.[35] Thus, the local district court shall also reject or do not intervene in a dispute resolution through arbitration, unless for certain matters stipulated in the Arbitration Law. Subsequently, for an arbitral award to be applied in Indonesia, both the national and international arbitral award must be registered first to the District Court, and for the international arbitral award must be addressed to Central Jakarta District Court. Once registered, according to Article 61 of Arbitration Law:

"If the parties fail voluntarily to implement the arbitral award, the award may be enforced based on an order from the Chief Judge of the District Court at the request of one of the parties to the dispute."[36]

Meanwhile, on the international arbitral award, there is an obligation to obtain an order of exequatur through the District Court of Central Jakarta for the international arbitral award to be recognized and enforced in Indonesia.[37] The provisions regarding arbitral award registration are also regulated under Article 32 section (7) of UNCITRAL Arbitration Rules, which stated that:

"If the arbitration law of the country where the award is made requires that the award be filed or registered by the arbitral tribunal, the tribunal shall comply with this requirement within the period of time required by law."

Therefore, by determining the choice of forum in a deed, it is hoped that if a dispute arises someday in the future, it could be resolved effectively and without difficulty or hindered just because of the problem of dispute resolution forum, and not because of the content of the deed itself. The choice of forum is made based on the agreement of both parties.

---

[31] *Peraturan Dan Prosedur Arbitrase BANI 2022*, n.d., Pasal 16 ayat (1).
[32] *Ex aequo et bono* can be interpreted as the basis of the principle of justice.
[33] Herlien Budiono, *Kumpulan Tulisan Hukum Perdata Di Bidang Kenotariatan Buku Ketiga* (Bandung: PT Citra Aditya Bakti, 2018).
[34] *Naskah Akademik Rancangan Kitab Undang-Undang Hukum Perdata Internasional*, n.d.
[35] *Naskah Akademik Rancangan Kitab Undang-Undang Hukum Perdata Internasional*.
[36] *Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*., Pasal 61.
[37] *Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa*., Pasal 66 huruf d.

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

E. Conclusion

Arbitral institutions are one of the alternative choices of forum in dispute settlement. A Notary is authorized for giving legal counselling in the making of international contracts or deed of agreement regarding the choice of forum. The parties who agreed to use the choice of forum through arbitration are obliged to include the arbitration clause in the deed of agreement. With the doctrine of severability, if a deed of agreement containing the arbitration clause becomes void, this does not necessarily cause the clause to become invalid. Arbitration is still binding to the parties as a dispute resolution forum even if the main agreement is void. Moreover, although previously, both parties in the agreement did not choose arbitration as a choice of forum, it can also be agreed upon that the dispute resolution is through arbitration by making a private deed of the parties or by a notarial deed after the dispute arises. The principle of freedom of contract is the basis of a choice of forum in dispute resolution through arbitration for the parties to the dispute.

References

Book

Budiono, Herlien. *Kumpulan Tulisan Hukum Perdata Di Bidang Kenotariatan Buku Ketiga*. Bandung: PT Citra Aditya Bakti, 2018.

Marzuki, Peter Mahmud. *Penelitian Hukum, Edisi Revisi, Cet. Kesembilan*. Jakarta: Kencana, 2014.

Munir Fuady. *Konsep Hukum Perdata*. Depok: PT Raja Grafindo Persada, 2019.

Simon Butt. *Arbitration in Indonesia: Largely Dependable Recognition and Enforcement, in The Developing World of Arbitration : A Comparative Study of Arbitration Reform in the Asia Pacific*. Oxford: Hart Publishing, 2018.

Soekanto, Soerjono. *Pengantar Penelitian Hukum*. Jakarta: Penerbit Universitas Indonesia, 2019.

Subekti. *Hukum Perjanjian*. Jakarta: PT Intermasa, 2019.

Journal Article

Andi Bagulu. "Penyelesaian Sengketa Arbitrase Melalui Sarana Elektronik/Online." *Lex Et Societatis* 7, no. 6 (2019): 98.

Entriani, Anik. "Arbitrase Dalam Sistem Hukum Di Indonesia." *An-Nisbah* 3, no. 2 (2017): 280.

Evita I Israhadi. "A Study of Commercial Arbitration and The Autonomy of The Indonesian Arbitration Law." *Journal of Legal, Ethical and Regulatory Issues* 21, no. 1 (2018): 5.

Ma Junyu. "Law and Common Law Closely Related to International Transactions." *Jurnal Akta* 7, no. 3 (2020): 289.

Marko C Sutanto. "The Existence of the Doctrine of Severability and Competence-Competence Under the Constellation of Indonesian Arbitration Law." *Global Jurist* 19, no. 2 (2019): 5.

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).

Memi, Cut. "Implementasi Pembatalan Putusan BANI Dan Putusan BAPMI Oleh Pengadilan Negeri (Kajian Putusan Nomor 528/Pdt.G/ARB/2012/PN.Jkt.Pst." *Jurnal Yudisial* 8, no. 1 (2015): 109.

Sari, Indah. "Keunggulan Arbitrase Sebagai Forum Penyelesaian Sengketa Di Luar Pengadilan." *Jurnal Ilmiah Hukum Dirgantara* 9, no. 2 (2019): 72.

Laws and Regulations

Naskah Akademik Rancangan Kitab Undang-Undang Hukum Perdata Internasional, n.d.

Penjelasan Umum Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa, n.d.

Peraturan Dan Prosedur Arbitrase BANI 2022, n.d.

Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris, n.d.

Undang-Undang Nomor 25 Tahun 2007 Tentang Penanaman Modal, n.d.

Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa, n.d.

Internet

K. Hayati; et.al. "Development of Construction Dispute Resolution Process Through Arbitration (Indonesian National Board of Arbitration (BANI)." *IOP Conference Series.Materials Science and Engineering*. Last modified 2019. http://dx.doi.org/10.1088/1757-899X/674/1/012028.

"Arbitrase." *Website Jaringan Dokumentasi Dan Informasi Hukum BPK RI*. https://jdih.bpk.go.id/?p=6493.

Legal Brief is licensed under a Creative Commons Attribution-NonCommercial 4.0 International License (CC BY-NC 4.0).