LEGAL BRIEF
ISSN 2722-4643 (Online) | 1979-522X (Print)
Volume 13, No. 5, 2024, pp. 1300-1307
Published by: IHSA Institute (Natural Resources Law Institute)

Scope of the Element of Trick in Arbitration Board Decisions in Indonesia

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Abstract: This study aims to determine the scope of the element of deception in the cancellation of arbitration decisions after the Constitutional Court Decision No. 15/PUU-XII/2014. The type of research used in this study is normative legal research (normative juridical). The nature of the research is descriptive, which explains how to study problems in society, develop concepts, collect facts, but does not test hypotheses. The type of data used is secondary data in the form of legal materials. Legal materials are in the form of primary legal materials and secondary legal materials. Primary legal materials are authoritative legal materials. While secondary legal materials are in the form of all publications on law including textbooks, legal dictionaries, legal journals and comments on court decisions. By limiting the scope of the element of deception in the cancellation of arbitration decisions, it can provide justice for the disputing parties.

Keywords: Arbitration Board Decision, Scope, Deception.

1. Introduction

The method of resolving problems through courts or litigation always results in win-lose decisions that fail to consider common interests, create new problems, are slow to resolve, expensive and unresponsive.(Winarta, 2022). Delays in dispute resolution can hinder business development and expansion, resulting in inefficiencies, lost production, and, ultimately, consumer losses.(Siregar, 2023),(Juharni, 2017).

(Gunawan, 2021)explaining that with the many weaknesses in resolving disputes through the litigation process, in the end the parties choose a non-litigation settlement which is more profitable, provides a sense of security, and fulfills a sense of justice for the parties, which is now called a win-win solution, which is the true goal of arbitration, mediation, or other dispute resolution methods outside the court process (non-litigation).(Singgih & Gunarta, 2021).

Arbitration is a method of resolving contract disputes through non-litigation chan-channels, which is preceded by a written agreement selecting arbitration as a means of resolving disputes that is agreed upon and used by the parties involved in a particular contract dispute. (Indriyanie, 2024),(ELVIA & ANWAR, nd). Furthermore, in the arbitration agreement, the clause itself selects a specific arbitration body, the location of the arbitration, the applicable laws and regulations, the qualifications of the arbitrators, and the language to be used during the arbitration process. In addition, arbitration has three main benefits, namely being carried out quickly, attentively, and cruelly.(Winarta, 2022),(Indrani & Hadi, 2017).

Arbitration institutions in Indonesia are regulated in Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (UUAAPS) (RY, Abdallah, & Nugraha, 2023),(Qoumy & Haryanto, 2023). Based on the final principle of dispute resolution through an arbitration forum, it produces a final and binding decision, which is a decision that has permanent legal force and is binding on the parties. This means that there is no legal remedy for appeal, cassation and judicial review.(Sari, 2019),(Winarta, 2022).

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Received: Nov 30, 2024;
Revised: Dec 11 2024;
Accepted: Dec 20, 2024;
Published : Dec 30, 2024;

With this final and binding decision, it provides legal certainty for the parties, but in reality, especially the parties who...It is possible to file an appeal for annulment of an arbitration award to the district court that has jurisdiction over it.(Taufiq, Pribadi, & Hartati, 2024),(Pujiyono, 2018). Bambang Sutiyoso said that efforts to annul an arbitration decision must have "extraordinary things", therefore legal efforts to annul an arbitration decision have been stipulated very specifically in article 70 UUAAPS (Bambang Sutiyoso: 2006).

Article 70 of Law No. 30 of 1999 states that a decision can be annulled if the decision is suspected of containing elements including documents submitted in the examination being declared false, documents that are of a fraudulent nature,The reason for the cancellation request referred to in this article must be proven by a court decision.(Yulwansyah & Nataatmadja, 2024),(Cahyawati, n.d.).

The explanation of Article 70 of the UUAAPS is further assessed as a new norm or regulation.hidden changes that contradict the main substance of the article, are not operational in practice and hinder the legal rights of those seeking justice and create confusion and legal conflict, thereby harming the constitutional rights of the Applicants(Ariprabowo & Nazriyah, 2017).

Due to the non-functional explanation of Article 70 UUAAPS, the community connected to arbitration filed a petition for judicial review to the Constitutional Court. The petition was registered with Number 15/PUU-XII/2014 and the Constitutional Court has issued a statement stating that the Explanation of Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution is contrary to the 1945 Constitution of the Republic of Indonesia and has no binding legal force.

Based on the above case, the next problem is how the Panel of Judges determines the scope of the element of deception against the application for cancellation of the arbitration decision submitted to the district court after the Constitutional Court Decision No. 15/PUU-XII/2014. The scope of the element of deception becomes very broad and unlimited when it becomes a reason for the cancellation of the arbitration decision to the district court.

Problem, With this problem, the author conducted a study with the theme "Scope of the Element of Deception Post Constitutional Court Decision No. 15/PUU-XII/2014 in the Decision of the Arbitration Board in Indonesia". Where the purpose of this study is to analyze the scope of the element of deception by the Panel of Judges when accepting the cancellation of the Arbitration Decision or rejecting the cancellation of the Arbitration Decision due to the existence of an element of deception(Situmorang, 2020),(Winarta, 2022).

In supporting a research, a theoretical framework is needed. The theoretical framework is a set of theoretical frameworks based on a number of theories to help researchers conduct research. The function of this theoretical framework is to predict, explain, forecast, find relationships between existing facts.(Julianah, 2022). In this study the author uses the theory of contract dispute resolution.

Salim explained that there are two models of dispute resolution in the literature, namely the binding legal method and the non-binding legal method. The binding procedure is a dispute resolution procedure where the judge binds the parties when deciding a case. This form of dispute resolution can be done through litigation, arbitration, mediation-arbitration or private judges. Non-binding arbitration is an arbitration procedure. The dispute is decided by the judge or applicant in the case and is not binding on the parties. Dispute resolution is carried out through conciliation, mediation, limited trials, summary judgments, non-expert fact-finding, and temporarily non-expert evaluation. These two controversial decisions are different from each other. The difference lies in the binding nature of the decisions taken by these organizations. If control, decide The decision taken by the institution that decides the case is binding on the parties, but in a non-binding legal process the decision is not binding on the parties. This means that they can accept the decision of the parties or reject the terms of the decision. The similarity of

the two conflict resolution models is that both are decisions or solutions to the same case.(Hidayaturohmah, Putri, & Putri, 2023).

Settlement of contract disputes outside the court is carried out through negotiation, mediation, arbitration, and arbitration. Negotiation is a process of negotiation and negotiation to reach an agreement between one party and another. Mediation is a process in which a third party intervenes to resolve a dispute as an advisor. Reconciliation is an effort to reconcile the demands of the disputing parties to reach an agreement and resolve the dispute (Big Indonesian Dictionary: 2023). Arbitration is a process of resolving civil disputes outside the general courts based on a written arbitration agreement between the disputing parties. It is clear that arbitration has become a legally binding dispute resolution method in many countries(Tektona, 2011).

There are two types of arbitration awards betweenother international arbitration awards and national arbitration awards. National arbitration awards are awards rendered by an arbitration institution or individual arbitrator in the jurisdiction of Indonesia, whose decisions are binding on them in Indonesia.

Based on Article 60 UUAAPS, it is stated that the arbitration decision is final and binding. In the explanation of Article 60 UUAAPS, it is explained that if the arbitration decision is final, no appeal, lawsuit, and legal process can be made. Based on Article 60 UUAAPS, the arbitration decision does not recognize any legal remedies. However, if you look at Article 70 UUAAPS, the parties still have the option to disagree with the arbitration decision(Nita, 2019).

Agus Gurlaya Karthasasmita edited by Dhaniswara K. Harjononexplain, the provisions of Article 70 are very specific reasons for requesting annulment, meaning that there are not many reasons to annul an award because there are only three parts of the explanation in it. given in Article 70 paragraphs A, B and C UUAAPS. The goal is to ensure that the parties are bound by the arbitration clause, namely the use of an arbitration institution as a place for dispute resolution. That is very valuable. This is in line with the principle of pacta sunt servanda, so that not all reasons for setting aside an arbitration decision can be submitted to the arbitrator or jury(Abdullah, n.d.).

An arbitration award can be interpreted as a legal act that provides an opportunity for interested parties to submit an application to the district court to cancel the arbitration award in whole or in part. The legal consequences of an arbitration award that is canceled by the chairman of the district court can be the rejection of all or part of its contents, so that the chairman of the district court can decide to investigate it. Likewise with arbitration awards. president. by the district court. The same arbitrator or different arbitrators may not conduct arbitration.

2. Materials and Methods

The type of research used in this study is normative legal research (normative juridical). In the normative legal system, it is also called the doctrinal system, based on rules such as doctrines that regulate behavior. The type of legal research that discusses legal concepts such as law and religious practices is a method used in the development of legal and legal theories. The nature of research is to explain how to investigate problems in society, the methods used in society and place, attitudes, perspectives, processes used. Furthermore, the impact of a situation, the exact measure of the situation in society. The author develops theories and collects facts, but does not test hypotheses (Ani Purwati: 2020).

In this study, the type of data used is secondary data, namely legal materials to analyze or solve problems in the research study. The legal materials obtained are expected to support this research. Legal materials are in the form of primary legal materials and secondary legal materials. Primary legal materials are legally binding instruments, meaning they have authority, and include articles of association, official documents, or minutes contained therein. Lawmaking and Jurisdiction Currently, secondary legal documents include all legal documents that are not official documents. Legal publications include textbooks, legal dictionaries, law journals and comments on court decisions (Peter Mahmud Marzuki: 2014).

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3. Results and Discussion

The selection of arbitration as a forum for resolving contract disputes by business actors is a priority in contracts, although arbitration does not always satisfy the disputing parties. However, the main advantage of arbitration is that the extrajudicial nature of the arbitration agreement has legal effects that give absolute authority to the arbitration panel to resolve disputes arising from agreements made in accordance with applicable laws as laws for those who make them. In implementing an arbitration agreement, the legal principle of pacta sunt servanda applies, where the parties can determine the law governing the dispute or submit to the arbitrator's decision. Thus, the parties to the arbitration agreement are required to accept the decision taken by the arbitrator or arbitration panel, as something official, final, and binding on the parties (Tri Ariprabowo et al: 2017).

If observed, it is found that in the Indonesian legal system, arbitration decisions actually have legal force.the same as a court decision because it has executory power. This is emphasized in Article 54 of the UUAAPS where the arbitration decision must contain the following words: "FOR JUSTICE BASED ON THE ONE ALMIGHTY GOD". Furthermore, Article 60 of the UUAAPS emphasizes that the arbitration decision is final and has permanent legal force and is binding on the parties.

The arbitration award is final and has binding legal force for both parties. If the parties do not implement it voluntarily, the award is executed at the request of one of the disputing parties by the Chairman of the District Court. The order of the Chairman of the District Court is given within a maximum of thirty days after the execution application is submitted to the Clerk of the District Court. Before issuing an execution order, the Chairman of the District Court first conducts an examination to ensure that the arbitration award meets the requirements of Articles 4 and 5, and does not conflict with morality and public order. The Chairman of the District Court rejects the execution application if the arbitration award does not meet these provisions. No legal action can be taken against the decision. The Chairman of the District Court does not investigate the reasons or considerations of the arbitration award. The order of the Chairman of the District Court is written on the original sheet, together with an authentic copy of the arbitration award. The arbitration award that is marked with the order of the Chairman of the District Court is executed in accordance with the provisions for the implementation of decisions in civil cases with permanent legal force (Tri Ariprabowo et al: 2017).

Before the UUAAPS came into effect, the annulment of an arbitration award could be submitted if it referred to Article 643 of the Reglement op de Rechtsvordering (RV). The annulment was interpreted by M. Yahya Harahap as adapted by Bregas Eka Adhinata Yuswanto, explaining that there are ten criteria for the annulment of an arbitration award, including: First, the award exceeds the limits of the arbitration agreement. Second, the award was given based on an arbitration agreement that turned out to be invalid or void by law. Third, the award was given by an arbitrator who was not authorized to decide without the presence of other arbitrators. Fourth, matters that were not demanded have been decided or the award has granted more than what was demanded. Fifth, the award contains matters that contradict each other. Sixth, the arbitrator has neglected to make a decision on one or more matters that according to the arbitration

agreement were submitted to them to be decided. Seventh, the arbitrator has violated the legal procedures of arbitration which must be followed by the threat of cancellation. Eighth, a verdict has been issued based on letters that after the verdict was issued, were recognized as false or have been declared false. Ninth, after the verdict was issued, letters that were found that were previously hidden by the parties were found again. Tenth, the verdict was based on fraud or malicious intent, committed during the course of the examination, which was later discovered (Bregas Eka Adhinata Yuswanto: 2015).

Furthermore, the elements agreed upon in the cancellation of the arbitration award are:based on article 643 Rv "adopted" by UUAPS in article 70, only if in article 643 Rv there are ten elements then in UUAAPS there are only three elements, namely one if a letter or document is found submitted in the examination, after the decision is rendered, it is recognized as false or declared false, second after the decision is made a document is found that is decisive, which is hidden by the opposing party and third if the decision is taken from the results of trickery carried out by one of the parties in the examination of the dispute. It's just that in the explanation of article 70 UUAAPS if the party who wants to file for the cancellation of the arbitration decision must obtain a court decision that proves that one of the elements has occurred as a reason for the request to cancel the arbitration decision.

Therefore, Article 70 UUAPS was submitted for judicial review to the Constitutional Court with case number 15/PUU-XII/2014. In the submission of the judicial review, the most fundamental problem was found, namely the term "alleged" in Article 70 UUAAPS, which in the explanation ensures "must be proven by a court decision". Furthermore, in its decision, the Court gave an understanding of the meaning of the word "alleged" referring to the rule that the requirement for submitting a request for cancellation of an arbitration decision is the existence of an applicant's suspicion of submitting a request for cancellation of an arbitration decision for reasons such as because of an applicant's suspicion that is a priori, hypothetical, and subjective. And the phrase "must be proven by a court decision" found in the explanation of the article, means that the requirement for submitting a request for cancellation of an arbitration decision, one of which is the existence of a reason stated in the article, has been proven by a court decision. Thus, the phrase "must be proven by a court decision" is knowledge that is no longer hypothetical, subjective, unilateral, and a priori, because it has been verified through the process of proof. So, according to the law, this knowledge has been proven, so it is posteriori.

In its considerations, the Court stated whether the existence of an explanation of Article 70 UUAAPS resulted in Article 70 UUAAPS being open to multiple interpretations, thus giving rise to uncertainty in fair law.In this case, the Court is of the opinion that Article 70 of the AAPS Law is clear enough (expressis verbis), so it does not need to be interpreted. What actually gives rise to multiple interpretations is the explanation of the article. At least the multiple interpretations are that the explanation can be interpreted as whether the reason for submitting the application must be proven by the court first as a condition for submitting an application for cancellation, or the reason for cancellation is proven in the court hearing regarding the application for cancellation. In other words, whether before submitting an application for cancellation, the applicant must submit one of the reasons to the court to obtain a decision and with the reasons that have been decided by the court become a condition for submitting an application for cancellation. Or, the requirement for the reason that is still suspected by the applicant must be proven in the process of proving the application in the court where the application for cancellation was submitted. The two interpretations of the explanation clearly have implications for legal uncertainty, thus giving rise to injustice. In addition, when the first interpretation is used, it means that the applicant in submitting the application for cancellation will face two court processes. The implication is that it will take time that is not in accordance with the principle of expeditious arbitration as referred to, among others, in Article 71 of the UUAAPS which states, "A request to annul an arbitration award must

be submitted in writing within a maximum of 30 (thirty) days from the date of submission and registration of the arbitration award to the Clerk of the District Court". If two court processes must be taken, then it is impossible for the 30 (thirty) day period to be met.

In its decision, the Court granted the Applicants' request in its entirety. Thus, the Court stated that the Explanation of Article 70 of the UUAAPS had resulted in legal uncertainty and injustice, thus contradicting Article 28 paragraph (1) of the 1945 Constitution and having no binding force.

However, with the issuance of the Constitutional Court decision No. 15/PUU-XII/2014, which in its decision stated that the explanation of Article 70 of the UUAAPS istion with the 1945 Constitution of the Republic of Indonesia and does not have binding legal force, has reduced the nature of the final and binding decision of the arbitration institution which is one of its privileges (Musatakalima: 2017). This means that there is a possibility that the Constitutional Court Decision No. 15/PUU-XII/2014 above seems to simplify the requirements for submitting an annulment of the arbitration institution's decision. This means that the decision of the arbitration institution is increasingly not final and not binding, and this can make the arbitration institution no longer a suitable place to resolve business disputes where the decision of the arbitration institution no longer has privileges.

With the decision of the Constitutional Court Decision No. 15/PUU-XII/2014, one of the elements related to deception in the arbitration decision is one of the reasons for filing a legal action for the Cancellation of the Arbitration Decision in accordance with Article 70 of the UUAAPS. It is just that the scope of deception is very much needed, which is one of the requirements for filing a request for the cancellation of an arbitration decision.

In criminal cases, especially Article 378 of the Criminal Code, explains the element of trickery in the crime of fraud. S.R.Sianturi explains trickery is an action that can be witnessed by others, whether or not accompanied by a statement, with which the perpetrator creates a belief in something even though it is not true. For example, a drug seller who colludes with his friend who pretends to be sick, so that when he takes the medicine his health immediately recovers, or a street vendor colludes with his friends who pretend to fight over buying the goods because they are cheap even though they will later be returned (Margaretha MM Polii: 2021). From this explanation, we understand that the scope of trickery related to the existence of a criminal element is not part of the trickery related to the cancellation of an arbitration decision.

According to Wirjono Projodikoro, trickery in arbitration is alie without saying anything but by doing something, for example showing something. From the definition of trickery, the form of trickery is in the form of a lying act, for example by showing something that contains a lie. If so, then the definition of trickery in the arbitration forum can be taken as an act that is carried out in such a way by one of the parties in the arbitration forum by showing something, namely in this case showing evidence that contains lies (Critoporus Wahyu Suryo et al: 2020).

There are several court decisions that implicitly provide scope for trickery such as in the Samarinda District Court Decision Number 145/PDT.SUS-ARB/2017/PN SMR with the proof that the granting of the Power of Attorney was not in accordance with applicable laws. The Power of Attorney also did not meet the formal requirements as a Special Power of Attorney so that a new power of attorney was made, which was made back dated, which seemed to state that the person concerned had received power from his/her Leader.

Likewise, in the Supreme Court Decision Number: 03/ARB.BTL/2005, the South Jakarta Court Decision Number: 254/Pdt.P/2004/PN.Jak.Sel was confirmed, where the element of deceit was fulfilled in the arbitration decision from BANI Perwak.Surabaya Case Number: 15/ARB/BANI JATIM/III/2004 dated 19 August 2004 one of the parties submitted an arbitration application to BANI Surabaya with the trial still being carried

out or in other words "forced" by BANI Surabaya until an arbitration decision was made which clearly and obviously had no authority and jurisdiction at all to resolve the dispute in accordance with the agreed contract.

By examining several court and Supreme Court decisions, several indications were found that the scope of the fraud after the Constitutional Court Decision No. 15/PUU-XII/2014 was fraud not related to criminal elements and all requests for cancellation were not due to the existence of elements of letters or documents submitted during the examination, after the decision was issued, andacknowledged as false or declared false or after the decision is made a document is found to be of a decisive nature, which was hidden by the opposing party.

4. Conclusions

Based on the discussion that has been discussed above, one conclusion can be drawn as a point in this article, namely: deception is not related to criminal elements and all requests for cancellation are not due to the existence of elements of letters or documents submitted in the examination, after the verdict is rendered, recognized as false or declared false or after the verdict is rendered, documents are found that are decisive, which are hidden by the opposing party.

The suggestion that can be given is to be a reference for the Panel of Judges who receive a request to annul an arbitration decision, especially related to the reason of deception, the Supreme Court can issue a Supreme Court Regulation (PERMA) which provides limitations for the scope of the element of deception, so that the Panel of Judges can make decisions related to the same deception throughout Indonesia.

References

Abdullah, H. (n.d.). Penerapan prinsip arbitrase Indonesia dalam studi sengketa kepemilikan televisi pendidikan Indonesia (MNC TV)(Analisis Putusan MA No. 862 K/Pdt/2013).

Ariprabowo, T., & Nazriyah, R. (2017). Pembatalan Putusan Arbitrase Oleh Pengadilan Dalam Putusan Mahkamah Konstitusi Nomor 15/PUU-XII/2014. *Jurnal Konstitusi*, *14*(4), 701–727.

Cahyawati, D. P. (n.d.). Apaya pembatalan putusan arbiterase nasional (analisis putusan Mahkamah Konstitusi Nomor 15/PUU-XII/2014).

ELVIA, E., & ANWAR, D. R. H. S. (n.d.). AKAD TAHKIM (ARBITRASE) UNTUK MENYELESAIKAN SENGKETA.

Gunawan, R. M. B. (2021). *GRC (Good Governance, Risk Management, And Compliance)-Rajawali Pers*. PT. RajaGrafindo Persada.

Hidayaturohmah, L., Putri, M. E., & Putri, T. R. (2023). Penyelesaian Sengketa Dalam Pasar Modal Syariah. *Iqtishodiah: Jurnal Ekonomi Dan Perbankan Syariah*, *5*(2), 46–62.

Indrani, S. M., & Hadi, H. (2017). Keberadaan Arbitrase Online Sebagai Cara Penyelesaian Sengketa Bisnis di Indonesia (Studi di Badan Arbitrase Nasional Indonesia Jakarta). *Jurnal Privat Law*, *5*(2), 34–42.

Indriyanie, D. (2024). Mekanisme Online Dispute Resolution Melalui Arbitrase dalam Penyelesaian Sengketa Konsumen di Sektor Jasa Keuangan. *Syntax Idea*, *6*(10), 6548–6565.

Juharni, M. S. (2017). *Manajemen Mutu Terpadu (Total Quality Management)* (Vol. 1). SAH MEDIA.

Nita, T. (2019). Alternatif Dispute Resolution: Penyelesaian Sengketa dengan Model Mediasi, Arbitrase, Negosiasi dan Konsiliasi.

Pujiyono, P. (2018). Kewenangan Absolut Lembaga Arbitrase. *Jurnal Rechts Vinding: Media Pembinaan Hukum Nasional*, *7*(2), 243–260.

Qoumy, A. N., & Haryanto, I. (2023). Konstruksi Hukum Eksekusi Atas Putusan Arbitrase Yang Memberikan Kepastian dan Keadilan (Studi Kasus Putusan Nomor 203/Pdt. G/2020/Pn. Jkt. Pst). In *National Conference on Law Studies (NCOLS)* (Vol. 5, pp. 829–847).

RY, M. I., Abdallah, R., & Nugraha, J. M. A. (2023). RELEVANSI KEKUATAN EKSEKUTORIAL TERHADAP SIFAT KEMANDIRIAN PUTUSAN ARBITRASE DITINJAU DARI UNDANG-UNDANG NOMOR 30 TAHUN 1999 TENTANG ARBITRASE DAN ALTERNATIF PENYELESAIAN SENGKETA. *Padjadjaran Law Review*, *11*(2), 201–213.

Sari, I. (2019). Keunggulan Arbitrase Sebagai Forum Penyelesaian Sengketa Di Luar Pengadilan. *Jurnal Ilmiah Hukum Dirgantara*, *9*(2).

Singgih, M. L., & Gunarta, I. K. (2021). *Manajemen Produktivitas Perusahaan*. ITS Tekno Sains.

Siregar, I. P. (2023). *Hukum Anti Monopoli Dan Persaingan Usaha Tidak Sehat*. Penerbit P4I.

Situmorang, M. (2020). Pembatalan Putusan Arbitrase. *Jurnal Penelitian Hukum De Jure*, *20*(4), 573.

Taufiq, M. S., Pribadi, A. K., & Hartati, S. Y. (2024). PENAFIAN ROYEMEN PUTUSAN BADAN ARBITRASE NASIONAL INDONESIA ATAS PENYEDIA JASA PEKERJA. *Al-Qisth Law Review*, *7*(2), 238–260.

Tektona, R. I. (2011). Arbitrase Sebagai Alternatif Solusi Penyelesaian Sengketa Bisnis di Luar Pengadilan. *Pandecta Research Law Journal*, *6*(1).

Winarta, F. H. (2022). *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia dan Internasional: Edisi Kedua*. Sinar Grafika.

Yulianah, S. E. (2022). *Metodelogi Penelitian Sosial*. CV Rey Media Grafika.

Yulwansyah, A., & Nataatmadja, A. A. (2024). Urgensi Amandemen Terhadap Pasal 70 Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Sebagai Salah Satu Variabel Penting dalam Pembangunan Ekonomi Indonesia. *BANI Arbitration and Law Journal*, *1*(1), 43–57.