ISNU Nine-Star Multidisciplinary Journal (INS9MJ)
(eISSN: 3063-8984)
Volume 2, Number 2, September 2025 (242-249)

Legal Analysis Regarding Efforts to Annul the Decision Arbitration in District Court

[1]Hairul Anam, [2]Atisa, [3]Naziera Al Hadar, [4]Rahma Seliati Br Sitorus, [5]Tasya Alifiya
[1]Universitas Islam Internasional Malaysia
[2,3,4,5]Universitas Islam Negeri Sumatera Utara
E-mail: [1]a.hairul@live.iium.edu.my, [2]atisaatisaa@gmail.com, [3]nazieraalhadar12@gmail.com, [4]rahmaseliati@gmail.com, [5]tasyaalifiya0@gmail.com

Info Articles
Article History
Received : 2025-08-7
Revised: 2025-08-22
Published: 2025-09-30

Keywords:
Cancellation of decision; arbitration; district court

Abstract
Arbitration is an alternative dispute resolution outside the court (non-litigation) that is final and binding on the parties. However, in practice, arbitration decisions can still be annulled at the District Court based on certain reasons stipulated in the law. This study aims to analyze the legal basis, procedures, and considerations of judges in deciding on requests to annul arbitration decisions at the District Court. The research method used is a normative legal approach with secondary data sources in the form of laws and regulations, court decisions, and related legal literature. The results of the study indicate that efforts to annul arbitration decisions are regulated in Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which requires the presence of certain elements such as alleged forged documents, concealment of important documents, or decisions based on deception. In addition, annulment can only be submitted within a maximum period of 30 days after the decision is received. The District Court's decision on an annulment request is final, but it still leaves room for legal uncertainty and inconsistent application of norms by judges. Therefore, there is a need for a strengthened legal system and more consistent standards of interpretation in the annulment process for arbitration awards.

I. INTRODUCTION

An agreement between parties entering into a legal relationship, in Civil Law, becomes law for both parties so that both parties are obliged to comply with it.(Sinaga 2019)However, parties often fail to comply with existing agreements, resulting in the other party's rights and obligations not being met. This leads to the aggrieved party seeking justice through court proceedings as stipulated in Civil Procedure Law.

As time passes and trade and business advances, the complexity of disputes increases. Furthermore, the rapid growth of globalization in business also demands that laws evolve to address disputes arising within legal relationships. Judicial dispute resolution often fails to meet the principles of simplicity, speed, and low cost. Business actors in the evolving business world demand dispute resolution that meets these principles. The preferred dispute resolution method is often out-of-court settlement.(Sutahar 2024).

Businesses and businesses in the modern world prefer to resolve disputes outside the courts, whether through mediation, negotiation, reconciliation, or arbitration. This paradigm prioritizes a consensus approach to achieving justice and seeks to reconcile the interests of the disputing parties, aiming for a win-win solution.(Gaman and Tuasikal 2025)The disputing parties are large corporations. These parties want their interests and rights to be achieved. Furthermore, these large corporations also want their rights and interests to be respected and defended. Therefore, the disputing parties prefer non-litigation resolution through arbitration. Dispute resolution through arbitration differs from mediation, negotiation, and conciliation.

Article 1 point 1 of Law No. 30/1999 states: “Arbitration is a method of resolving a civil dispute outside of a general court based on an arbitration agreement made in writing by the disputing parties.” From this formulation, it can be concluded that disputes that can be brought to arbitration are civil disputes. The parties have agreed in writing that, if a dispute arises regarding the agreement they have made, they will choose the dispute resolution route through arbitration and not litigate before a general court. Thus, what is done is to decide the choice of forum, namely the jurisdiction in which a dispute will be examined, and not the choice of law.

From the definition of Article 1, point 1, it is also known that the basis of arbitration is an agreement between the parties, which is based on the principle of freedom of contract. This is in accordance with the provisions of Article 1338 of the Civil Code, which states that what has been agreed upon by the parties is binding on them as law.

Dispute resolution through arbitration, whether ad-hoc or institutional, is a long-standing practice in the commercial world. Similarly, the distinction between ad-hoc and institutional arbitration has become an accepted part of national and international arbitration practice.(Nurhamidah et al. 2024).

The definition of institutional arbitration is regulated in Article 1 number 8, namely: "The Arbitration Institution is a body chosen by the disputing parties to provide a decision regarding a particular dispute; the institution can also provide a binding opinion regarding a particular legal relationship in the event that a dispute has not yet arisen."

This definition is quite confusing, especially from an international perspective, because it is not the institution (body) that makes a decision on a particular dispute, it is the arbitrator or arbitration panel (on behalf of the arbitration body) that decides the dispute between the parties.(Nugroho and SH 2017).

Article 34 of Law No. 30/1999 states:

1) Dispute resolution through arbitration can be carried out using a national or international arbitration institution based on an agreement between the parties.
2) Settlement of disputes through an arbitration institution as referred to in paragraph (1) is carried out according to the regulations and procedures of the chosen institution, unless otherwise determined by the parties.

Thus, it can be concluded that the provisions of Law No. 30/1999 will not be applied if the parties have designated an arbitration institution for the resolution of their dispute. Each designated arbitration institution will handle the dispute in accordance with its own rules and procedural provisions. In other words, "Indonesian national arbitration law" only applies if the parties have not designated a specific arbitration institution.

To balance the interests of the parties in an arbitration decision, before issuing an enforcement order, the court is given the right to first examine whether the arbitration decision was made in an appropriate process. One thing that needs to be noted here is that the Chief Justice of the District Court is not given the authority to examine the reasons or considerations of the arbitration decision. Based on Article 64 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which reads as follows:

"An arbitration decision that has been issued with an order from the Head of the District Court, is implemented in accordance with the provisions for implementing decisions in civil cases where the decision has permanent legal force."

A closer look at the contents of this article reveals that decisions issued by arbitration institutions or ad-hoc arbitration institutions are merely ordinary arbitration decisions that have no binding force. The enforcement of arbitration decisions must be registered with the district court. It should be noted that such registration and recording will be very useful for parties interested in the implementation of the arbitration decision if one of the parties to the arbitration decision does not voluntarily implement the arbitration decision.

Arbitration award provisions are limited to the content and opinion of the arbitrator, as outlined

in the arbitration award clause, where the judge will only issue a ruling for the enforcement of the arbitration award. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution does not specifically outline how a district court can annul or reject an arbitration award already issued by an arbitrator. An annulment of an arbitration award is possible by filing an annulment request by one of the parties. This annulment request can be made after the award has been issued by the district court. The annulment request is regulated in various regulations, such as Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and the 1958 New York Convention.(Blessings and Guidance 2021).

As explained in the background above, the author found that the problem to be studied is whether an arbitration decision can be annulled through a district court if the decision contains elements that are unlawful.

II. RESEARCH METHODS

A research method is a scientific way to obtain valid data that can be used to understand, solve, and anticipate problems in a particular field. It involves a systematic approach to collecting, analyzing, and interpreting data to answer research questions or test hypotheses.

Therefore, in this study, the author uses a normative research method with a library research approach. This is a research method that examines and analyzes primary and secondary legal materials found in various literature, such as books, laws and regulations, journals, articles, and other sources. This approach focuses on document studies and analysis of written legal norms.(Suyanto 2023).

Through the normative research method, the author wants to find out more deeply about the problems related to the legal analysis of efforts to annul arbitration decisions in district courts.

III. RESULTS AND DISCUSSION

The definition of arbitration is contained in Article 1 number 8 of Law No. 30/1999 which states that "The Arbitration Institution is a body chosen by the disputing parties to provide a decision regarding a particular dispute, the institution can also provide a binding opinion regarding a particular legal relationship in the event that a dispute has not yet arisen."(Rafika 2022).

The types of disputes that can be resolved through arbitration are regulated in Article 5 of Law No. 30/1999, which states, "Disputes that can be resolved through arbitration are only disputes in the field of trade and rights that, according to law and regulations, are fully controlled by the disputing parties." Therefore, arbitration cannot be applied to problems within the scope of family law. Arbitration can only be applied to commercial matters. For entrepreneurs, arbitration is the most attractive option for resolving disputes according to their wishes and needs.(Sigar, Kalalo, and Gerungan 2023).

The Judicial Institution is required to respect the arbitration institution as stated in Article 11 paragraph (2) of Law No. 30 of 1999, which states that the district court is not authorized to adjudicate disputes between parties bound by an arbitration agreement. The District Court is required to refuse and not interfere in a dispute resolution that has been determined through arbitration. This is the principle of limited court involvement.(Fadillah and Putri 2021).

In fact, it has become established jurisprudence that if an agreement contains a clause, the parties agree that if a dispute occurs, it will not be taken to court, but will choose arbitration.(Tampubolon 2019). The Supreme Court has initiated in a series of decisions, that the district court declares niet ontvankelijk, cases submitted before it, if there is an arbitration clause in the agreement in question.

Arbitration institutions still depend on the courts, for example, in the enforcement of arbitration awards. There is a requirement to register arbitration awards with the district court. This indicates that arbitration institutions do not have the power to compel the parties to comply with their decisions.(Nopiandri 2018).

The role of the court in the implementation of arbitration based on the Arbitration Law includes the appointment of an arbitrator or panel of arbitrators in the event that the parties do not

reach an agreement (Article 14 (3)) and in the case of the implementation of national or international arbitration decisions which must be carried out through the judicial system mechanism, namely registration of the decision by submitting an authentic copy of the decision. For international arbitration, it takes place at the Central Jakarta District Court.

Talking about the issue of competence or authority of the judicial body to examine disputes submitted to it, is related to the norms of civil procedural law. The issue of competence to adjudicate in civil procedural law is within the scope of the division of authority to examine cases between different judicial bodies.(Sari nd). Civil procedural law in Indonesia stipulates that in cases where there is a dispute regarding the authority to adjudicate a dispute which for some reason does not fall within the jurisdiction of the district court, the district court must comply with the provisions of Article 134 HIR. Therefore, the judge must declare himself not authorized to adjudicate. This means that the judge due to his position (ex officio) can declare himself not authorized to examine the case submitted, even though there is no exception from the opposing party.(AR and Nasrullah 2017)However, the absence of a district court judge's authority to examine disputes arising from a contract that includes a clause specifying the choice of arbitration forum is not absolute. This means that at some point, a district court judge will regain the authority or competence to examine disputes that arise in the following cases:(Memi 2017):

1. If the parties expressly revoke the forum choice clause
2. If the dispute that arises is clearly outside the substance of the contract
3. If one of the parties files for cancellation based on article 70 of Law no. 30/1999.

If the Supreme Court's decisions are observed, several legal principles can be concluded which can be used as a basis as follows:

1. If the agreement is based on an arbitration clause, the court absolutely has no authority to examine and adjudicate the main disputes arising from the agreement.
2. The choice of law and the choice of domicile of the seat of arbitration do not affect the appointment of arbitration as agreed in the agreement.
3. The settlement of the main disputes arising from the agreement remains absolutely within the authority of arbitration to resolve and decide, however disputes arising regarding which arbitration body has the authority to do so are within the competence of the court to determine.

The state court system and bodies within the judicial authority, in addition to those contained in statutory regulations, also have a settlement system based on special jurisdiction regulated in various laws and regulations, such as Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and the 1958 New York Convention, which specifically regulates the implementation of arbitration. The systems and bodies that act to carry out these settlements are usually referred to as non-litigation judicial bodies. Their position and organization are outside the judicial organization.(Lumowa 2022).

District courts (general courts) and bodies derived from non-litigation courts have a relationship between them, but this does not result in a loss of separation of authority. One of the most fundamental relationships concerns the execution of decisions. Bodies derived from pseudo-judicial courts do not have the authority to execute decisions they have handed down. This execution can be carried out after ratification by the district court. As far as the examination and resolution of disputes are concerned, it falls under the absolute jurisdiction of arbitration in accordance with the provisions of Article 64 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which states: "An arbitration decision that has been issued with an order from the head of the district court shall be implemented in accordance with the provisions for the implementation of decisions in civil cases whose decisions have permanent legal force."(Surat 2016).

Dispute resolution through arbitration developed rapidly after the 18th century, with the birth of various international arbitration

conventions and international and national arbitration centers. Nearly every country has a national arbitration center. Indonesia also has a national arbitration center called the Indonesian National Arbitration Board (BANI), established by the Indonesian Chamber of Commerce and Industry (KADIN).(Rohaini et al. 2024).

From the moment the parties enter into an agreement containing an arbitration clause, they are absolutely bound to resolve disputes through an arbitration institution. Being bound by the arbitration agreement automatically embodies the arbitration's absolute authority to resolve disputes arising from the agreement. The cessation of the arbitration's absolute authority to resolve disputes can only be justified if the parties expressly agree to withdraw the arbitration agreement.(Baharuddin 2024).

The Judicial Institution is required to respect the arbitration institution as stated in Article 3 and Article 11 of Law No. 30 of 1999, the District Court should be well aware that there is an arbitration clause, even if there is a problem with its inclusion, for example the letters are too small or the other party does not understand it, the District Court must first state its lack of authority to handle the dispute. Article 3 of Law No. 30 of 1999 states: "The District Court is not authorized to adjudicate disputes between parties who have been bound by an arbitration agreement." Article 11 of Law No. 30 of 1999 states:

1. The existence of a written arbitration agreement eliminates the right of the parties to submit a dispute resolution or difference of opinion contained in the agreement to the District Court.
2. The District Court is obliged to refuse and will not intervene in a dispute resolution that has been determined through arbitration, except in certain cases stipulated in this law.

Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution attempts to regulate all aspects of both procedural law and substance, as well as its scope which includes aspects of national and international arbitration. Efforts to include all aspects of arbitration into one national arbitration law can give rise to many problems and confusion, both regarding the location of the regulations and their material. "The principle of limiting court intervention" as stated in Article 11 Paragraph (2), namely: "The District Court is obliged to refuse and will not intervene in a dispute resolution that has been determined through arbitration, except in certain cases stipulated in this Law". Paragraph (2) is not related to other paragraphs, namely Article 11 paragraph (1) which regulates "arbitration agreements", and is placed in an unrelated chapter, namely Chapter III concerning the conditions for arbitration, appointment of arbitrators, and the right to recusal. The Judicial Institution is required to respect the arbitration institution as stated in Article 11 paragraph (2) of Law No. 30 of 1999, which states that the district court is not authorized to adjudicate disputes between parties bound by an arbitration agreement. The District Court is required to refuse and not interfere in a dispute resolution that has been determined through arbitration. This is the principle of limited court involvement.(Baharuddin 2024).

The principle of arbitration decisions is final and binding. No other legal remedies can be taken by the disputing parties. While there are attempts to challenge the decision in the district court, these challenges can only be made to the head of the district court, and even then, they are very limited. These include cases where letters or documents submitted during the examination after the decision is rendered are false, after the decision is rendered, documents of a decisive nature are discovered that were hidden by the opposing party, or the decision is the result of deception by one of the parties during the dispute examination. These matters are considered unlawful acts. Therefore, the head of the district court can request the annulment of the arbitration decision.(Mantili 2021).

The implementation of national arbitration awards is regulated by Articles 59 to 64 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The parties must essentially implement the award voluntarily. Meanwhile, the implementation of international arbitration awards is based on Supreme Court

Regulation Number 1 of 1990 concerning Procedures for the Enforcement of Foreign Arbitration Awards in connection with the ratification of the 1958 New York Convention. The Supreme Court Regulation facilitates the implementation of international arbitration awards in Indonesia. The annulment of arbitration awards in Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution states:

The parties may submit a request for annulment against an arbitration decision if the decision is suspected of containing the following elements:(Pulungan and Nuroni 2023):

1. Letters or documents submitted in the examination, after the verdict is rendered, are acknowledged as false or declared false
2. After the decision was taken, a decisive document was found, which was hidden by the opposing party.
3. The decision was taken as a result of a trick carried out by one of the parties in the dispute examination.

Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution does not stipulate the grounds that a court may use to annul an arbitration decision. It is important to understand that the absence of a provision does not mean it is not permitted. The universally applicable basic legal principle does not mean it is prohibited, not the other way around.

Article 71 states that an application to annul an arbitration decision must be submitted in writing within a maximum of 30 (thirty) days from the date of submission and registration of the arbitration decision to the Clerk of the District Court.

And if you look at the contents of Article 70, it provides a very clear reason to request the cancellation of a decision, which means that the reason for canceling the decision is limited because it only includes the three elements that have been explained in Article 70 points a, b and c of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The aim is that the agreement of the parties bound by the arbitration clause, namely using the arbitration institution as a place for dispute resolution, can be respected. 171 This is in accordance with the principle of pacta sunt servanda, therefore not all reasons can be submitted to the arbitrator or arbitration panel for the cancellation of the arbitration decision.

Then further, in the case of an arbitration decision being annulled, then referring to Article 72 paragraph (2) of Law Number 30 of 1999, it is emphasized that the arbitrator will re-examine the disputed matter, either by the same arbitrator or another arbitrator. This examination must be based on a determination or order from the Head of the District Court which is stated in the decision that annuls the arbitration decision.

Article 72 states that an application to annul an arbitration decision must be submitted to the Head of the District Court. If the application as referred to in paragraph (1) is granted, the Head of the District Court will further determine the consequences of the annulment of all or part of the arbitration decision.

The decision on the annulment request shall be made by the Head of the District Court within a maximum of 30 (thirty) days after the request as referred to in paragraph (1) is received. An appeal may be filed against the decision of the District Court to the Supreme Court which decides at the first and final level. The Supreme Court shall consider and decide on the appeal request as referred to in paragraph (4) within a maximum of 30 (thirty) days after the appeal request is received by the Supreme Court.

The legal consequences of an arbitration decision that has been annulled by the Chief Justice of the District Court may include:(Situmorang 2020):

1. The cancellation of all or part of the contents of the decision. This must be expressly stated in the cancellation by the Head of the District Court.
2. The Chief Justice of the District Court may decide that the case be re-examined by:
   a. The same arbitrator; or
   b. Another arbitrator; or
   c. It is no longer possible to resolve through arbitration

The annulment of an arbitration award is also found in the old civil procedural law regulations, namely Rechtsvordering (Rv.). Article 643 of the Rv states that an arbitration award, although not appealable, can be challenged by requesting its annulment or being declared null and void due to the following circumstances:(Andriani 2022):

1. If the award has been rendered outside the limits of the arbitration agreement
2. If the decision is given based on an arbitration clause agreement that is void or has expired
3. If the decision is given based on the decision of a number of arbitrators who are not actually authorized to decide in the event that no other arbitrator is present
4. If a decision has been made regarding matters that were not requested or the decision has provided more than what was requested (ultra petita)
5. If the decision contains contradictory positions (controversial disposition), the considerations are contradictory to each other. Or the dictums of the decision are contradictory to each other.
6. If the arbitrators have neglected to decide on the subject that has been determined in the arguments that must be decided by the arbitrators. The arbitrators have not completely fulfilled what was requested and disputed by the parties.
7. If the arbitrator has abused the procedural formalities that must be followed, the sanction for the cancellation of the process will be the result.

IV. CONCLUSION AND SUGGESTIONS

A. Conclusion

The process of annulling an arbitration award in a district court is an essential part of Indonesia's dispute resolution system. The arbitration system is specifically regulated by Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which stipulates that an arbitration award may be annulled if it contains certain elements such as forged documents, deception, or concealment of material facts. The annulment must be submitted in writing within 30 days of receipt of the award, and this process is limited, not examining the reasons or considerations of the arbitration award, but rather focusing on the formal elements and legal elements that violated the law.

The main grounds for annulment include the presence of forged documents, concealment of important documents, and evidence of fraud by one of the parties in the arbitration process. The enforcement of arbitration awards is regulated from an administrative legal perspective through registration and recording in the district court, as well as voluntary implementation by the parties, unless there are issues such as non-compliance.

The arbitration and alternative dispute resolution system in Indonesia applies the principle of pacta sunt servanda, taking into account efficiency, speed, and affordability. It also emphasizes the crucial role of district courts in overseeing and overturning arbitration awards based on certain elements in accordance with applicable law. Thus, this mechanism protects against injustice and abuse in the arbitration process, ensuring fairness and legal certainty for the disputing parties.

B. Suggestion

To continuously improve the socialization and understanding of the provisions for annulment of arbitral awards among practitioners and related parties. Furthermore, it is necessary to improve district court procedures for handling annulment requests to make them more transparent, efficient, and in accordance with applicable law. Strengthening the capacity of arbitration institutions and court judges to understand the formal and material aspects of arbitration cases is also crucial for effective dispute resolution and upholding the principle of justice. Furthermore, it is proposed that regulatory revisions be made to clarify the reasons and steps for annulment of arbitration to avoid misinterpretation and to improve protection of the rights of interested parties, thus enabling the arbitration system in Indonesia to operate more optimally and reliably.

REFERENCE LISTAN

Andriani, Agustini. 2022. “Akibat Hukum Pembatalan Putusan Arbitrase Dalam

Kaitannya Dengan Prinsip Final and Binding." *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 4(1):25–36.

AR, Ibrahim A. R. Ibrahim, and Nasrullah Nasrullah. 2017. "Eksistensi Hak Ex Officio Hakim Dalam Perkara Cerai Talak." *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 1(2):459–78.

Baharuddin, Muhammad Yasril Ananta. 2024. "Peran Hukum Arbitrase Dalam Penyelesaian Sengketa Bisnis Nasional: Hukum Arbitrase." *Jurnal Risalah Kenotariatan* 5(2):310–20.

Fadillah, Firda Ainun, and Saskia Amalia Putri. 2021. "Alternatif Penyelesaian Sengketa Dan Arbitrase (Literature Review Etika)." *Jurnal Ilmu Manajemen Terapan* 2(6):744–56.

Gaman, Nonce Kristin, and Hadi Tuasikal. 2025. "Penyelesaian Sengketa Lingkungan Dengan Pendekatan Alternative Dispute Resolution Untuk Mendukung Pembangunan Berkelanjutan Di Indonesia." *Abdurrauf Law and Sharia* 2(1):59–87.

Lumowa, Melinda. 2022. "ASPEK HUKUM PERAN LEMBAGA ARBITRASE DALAM PENYELESAIAN SENGKETA PASAR MODAL MENURUT UNDANG-UNDANG NOMOR 8 TAHUN 1995 TENTANG PASAR MODAL." *LEX ADMINISTRATUM* 10(5).

Mantili, Rai. 2021. "Konsep Penyelesaian Perselisihan Hubungan Industrial Antara Serikat Pekerja Dengan Perusahaan Melalui Combined Process (Med-Arbitrase)." *Jurnal Bina Mulia Hukum* 6(1):47–65.

Memi, Cut. 2017. "Penyelesaian Sengketa Kompetensi Absolut Antara Arbitrase Dan Pengadilan." *Jurnal Yudisial* 10(2):119.

Muskibah, Muskibah, and Lili Naili Hidayah. 2021. "Penyelesaian Sengketa Konstruksi Melalui Arbitrase Berdasarkan Peraturan Perundang-Undangan." *Pandecta Research Law Journal* 16(1):14–26.

Nopiandri, Kikin. 2018. "Peran Lembaga Arbitrase Dalam Penyelesaian Sengketa Bisnis Internasional: Tinjauan Dari Perspektif Teori Sistem Hukum." *Jurnal Legal Reasoning* 1(1):48–67.

Nugroho, Susanti Adi, and M. H. SH. 2017. *Penyelesaian Sengketa Arbitrase Dan Penerapan Hukumnya*. Kencana.

Nurhamidah, Eva, Mohd Winario, Diany Mairiza, and Shidiq Ramdan Dinata. 2024. "Arbitrase Dan Alternatif Penyelesian Sengketa Dalam Penyelesaian Sengketa Ekonomi Syariah." *Journal of Legal Sustainability* 1(2):8–17.

Pulungan, Sufriadi, and Abdul Muiz Nuroni. 2023. "Pelaksanaan Pembatalan Putusan Arbitrase Nasional Dan International." *Jurnal Cahaya Mandalika ISSN 2721-4796 (Online)* 3(2):2178–90.

Rafika, Raina. 2022. "Penyelesaian Sengketa Asuransi Melalui Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan." *SALAM: Jurnal Sosial Dan Budaya Syar-I* Vol.9(No.4):hlm.1209-1222. doi: 10.15408/sjsbs.v9i4.26601.

Rohaini, S. H., Ph D. MH, M. H. SH, and S. H. Sepriyadi Adhnan. 2024. *Masa Depan Arbitrase Indonesia: Efektivitas Dan Kepastian Hukum*. Uwais Inspirasi Indonesia.

Sari, Dita Ayu Sekar. n.d. "KEWENANGAN PENGADILAN NEGERI DALAM MEMBATALKAN PUTUSAN BADAN PENYELESAIAN SENGKETA KONSUMEN PADA PEMBIAYAAN SYARIAH." Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta.

Sigar, Bio J., Merry Elisabeth Kalalo, and Anastasia E. Gerungan. 2023. "EKSEKUSI PUTUSAN ARBITRASE DALAM PENYELESAIAN PERKARA PERDATA." *LEX PRIVATUM* 12(1).

Sinaga, Niru Anita. 2019. "Implementasi Hak Dan Kewajiban Para Pihak Dalam Hukum Perjanjian." *Jurnal Ilmiah Hukum Dirgantara* 10(1).

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

Sulat, Gideon Hendrik. 2016. "Tata Cara Pemeriksaan Sengketa Arbitrase Menurut Undang-Undang Nomor 30 Tahun 1999." *Lex Crimen* 5(7).

Sutahar, Sutahar. 2024. "Penyelesaian Utang-Piutang Melalui Gugatan Sederhana (Small Claim Court) Sebagai Implementasi Azas Peradilan Sederhana Cepat Dan Biaya Ringan Di Pengadilan Negeri Kudus." *Syntax Idea* 6(1):300–318.

Suyanto. 2023. *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris Dan Gabungan*. Unigres Press.

Tampubolon, Wahyu Simon. 2019. "Peranan Seorang Arbiter Dalam Penyelesaian Sengketa Melalui Arbitrase." *Jurnal Ilmiah Advokasi* 7(1):21–30.