



Corporations Before Arbitral Awards: Between Contractual Autonomy and State Intervention

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Abstrak

The increasing complexity of corporate business activities has intensified the potential for commercial disputes, thereby necessitating effective, efficient, and legally certain dispute resolution mechanisms. Arbitration has emerged as a preferred alternative for corporations due to its flexibility, confidentiality, and reliance on contractual autonomy. This study examines the legal status of corporations as subjects of law in arbitration, the scope of contractual autonomy in determining arbitral mechanisms, and the limits of state intervention through courts in Indonesia. Employing a normative legal research method with statutory and conceptual approaches, the research analyzes Law Number 30 of 1999 and relevant legal doctrines through systematic stages of issue identification, legal material collection, normative analysis, and conclusion formulation. The findings indicate that corporations possess full legal capacity to bind themselves to arbitration agreements and are obligated to comply with final and binding arbitral awards. Judicial intervention is strictly limited to procedural aspects of recognition, enforcement, and annulment, thereby preserving arbitral finality while ensuring legal certainty.

I. INTRODUCTION

The development of economic activities and the increasing complexity of the business world have led to a growing potential for disputes among business actors, particularly corporate legal entities. Disputes in the corporate context do not merely concern the fulfillment of contractual clauses, but also involve high-value economic interests, the continuity of corporate operations, and demands for legal certainty and stability in business practices. In such circumstances, the availability of an effective, efficient, and legally certain dispute resolution mechanism becomes an inevitable necessity. Arbitration has consequently developed as an alternative dispute resolution mechanism widely chosen by corporations, both at the national and international levels, due to its procedural flexibility, confidentiality of proceedings, and recognition of the principle of freedom of contract as the fundamental basis of legal relations between the parties (Japar, 2025).

The primary foundation of arbitration rests on the autonomy of the parties in forming legal agreements, including the authority to determine the applicable law, designate the dispute resolution forum, and design the procedural framework to be employed. This principle is

consistent with the doctrine of freedom of contract in private law, which provides corporations, as legal subjects, with the capacity to independently regulate and manage their legal relationships. The inclusion of an arbitration clause in a contract constitutes a manifestation of the corporation's conscious intent to waive the jurisdiction of state courts and to submit the resolution of disputes to an agreed arbitral institution or arbitrator of their choice (Sutrisno, 1994).

The final and binding nature inherent in arbitral awards confers definitive enforceability upon the parties involved in the dispute. The absence of ordinary legal remedies, such as appeal and cassation, is conceptually intended to preserve procedural efficiency while enhancing legal certainty and consistency in the resolution of commercial disputes. For corporations, such finality offers several strategic advantages, including certainty regarding the outcome of disputes, protection of corporate image and reputation, and the sustainability of long-term business relationships. Accordingly, arbitration is perceived as a legal instrument that aligns with corporate interests in managing potential

conflicts in a systematic, effective, and professional manner (Kharlie, n.d.).

Nevertheless, in practice, the autonomy of corporate parties within the arbitral forum is not without limits. The presence of the state, through the national legal framework, continues to play a significant role in supervising and regulating arbitration processes, particularly at critical stages such as the recognition, enforcement, and annulment of arbitral awards. In the Indonesian context, Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution grants authority to the district courts to participate in the execution of arbitral awards and provides mechanisms for the annulment of awards under specific circumstances as stipulated by law. This condition underscores that although arbitration is rooted in private agreements between the parties, its implementation remains situated within a public law framework under state authority (Makarim, 2019).

State intervention in arbitral awards often gives rise to conceptual tension between the principle of party autonomy and the demand for comprehensive legal protection. On the one hand, judicial supervision is necessary as a corrective mechanism to prevent deviations in arbitral practice, safeguard public order, and ensure that arbitral awards conform to legal norms and principles of justice. On the other hand, excessive judicial involvement may undermine the final and binding character of arbitration and diminish corporate confidence in arbitration as an independent dispute resolution forum free from external interference (Sulat, 2016).

In the corporate context, this issue assumes greater urgency, as disputes involving business actors frequently have direct implications for the investment climate and broader economic stability. Uncertainty or inconsistency in the enforcement of arbitral awards may generate significant legal risks for corporations, particularly multinational companies and foreign investors who rely on arbitration as a neutral forum outside national court systems. Therefore, the attitude and consistency of the state in recognizing and enforcing arbitral awards serve as an important benchmark for assessing the reliability and credibility of a national legal system in the eyes of the international business community.

II. RESEARCH METHODS

This study employs a normative legal research method by applying two approaches, namely the statutory approach and the conceptual approach (Suyanto, 2023). Through the statutory approach, this research examines in depth the legal provisions governing arbitration and the position of corporations therein, primarily by analyzing Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution, along with other relevant regulations concerning the procedures for recognition, enforcement, and annulment of arbitral awards. Meanwhile, the conceptual approach is utilized to examine fundamental concepts such as the principle of freedom of contract, the final and binding nature of arbitral awards, and the limits of state involvement, based on theoretical frameworks of private law and business law. The legal materials used in this study consist of primary, secondary, and tertiary legal materials relevant to the focus of the research.

The stages of this research are structured systematically, beginning with the identification and formulation of legal issues that constitute the focus of the study, followed by the collection of legal materials through library research on statutory regulations, legal textbooks, scholarly journal articles, and court decisions relevant to arbitration and corporate disputes. The subsequent stage involves processing and analyzing legal materials using prescriptive and argumentative legal reasoning methods to examine the relationship between the principle of contractual autonomy and the authority of the state to supervise or intervene in arbitral awards. Conceptually, the research follows this sequence: formulation of legal issues, collection of legal materials, normative analysis and interpretation, drawing conclusions and formulating policy recommendations.

The scope of the research population encompasses all legal provisions and judicial decisions related to corporate arbitration practices in Indonesia. The selection of samples is conducted through purposive sampling, by identifying statutory regulations and court decisions deemed relevant and capable of representing the issues under examination. This research does not focus on empirical data collection in the field but is centered on library research derived from written legal materials published by state institutions, arbitral bodies, and academic institutions. Accordingly, the research location is conceptually situated in

libraries and legal databases, both at the national and international levels, which provide references related to arbitration and corporate law.

III. RESULTS AND DISCUSSION

A. The Legal Status of Corporations as Subjects of Law in the Implementation and Compliance with Arbitral Awards

In the modern legal order, corporations are positioned as independent legal subjects possessing legal capacity to bear rights and obligations comparable to those of individuals. This recognition provides a legal foundation for corporations to engage in various legal acts, including drafting and entering into agreements, binding themselves in commercial contracts, and determining dispute resolution mechanisms in the event of conflict. In the context of arbitration, the legal status of corporations as subjects of law holds particular significance, as their involvement in arbitral proceedings derives from valid contractual agreements that are legally binding (Mantili, 2021).

As legal subjects endowed with juridical autonomy, corporations possess the legal capacity to enter into agreements, including consenting to the applicability of arbitration clauses in business contracts. The inclusion of an arbitration clause represents a concrete manifestation of the principle of contractual autonomy, which grants the parties the freedom to determine dispute resolution mechanisms outside the state court system. By agreeing to an arbitration clause, corporations consciously and voluntarily choose to exclude dispute settlement through ordinary courts and declare their willingness to submit to the arbitral process and the resulting award. The juridical consequence of this agreement is the emergence of a legal obligation requiring corporations to recognize, comply with, and implement arbitral awards in accordance with applicable laws and regulations (Fitryalita, 2019).

Arbitral awards are characterized by their final and binding nature, meaning that such awards are conclusive and do not provide ordinary legal remedies such as appeal, cassation, or judicial review. Upon issuance, an arbitral award immediately produces binding legal force upon the disputing parties. In this context, corporations are not merely recipients of arbitral outcomes but also bear legal

obligations to execute the award honestly and in good faith. The principle of finality and binding force is intended to ensure legal certainty and enhance the efficiency of commercial dispute resolution involving high-value economic interests.

In the execution of arbitral awards, corporations are generally expected to comply voluntarily without coercion (*voluntary compliance*). Such compliance reflects the corporation's level of legal awareness as well as respect for the principle of *pacta sunt servanda*, which affirms that legally valid agreements are binding and have the force of law upon the parties who conclude them. When arbitral awards are executed voluntarily, state involvement through judicial institutions becomes unnecessary. This condition aligns with the essence of arbitration as a dispute resolution mechanism that emphasizes speed, effectiveness, and minimal external intervention (Adolf, 2015).

Nevertheless, in practice, situations often arise in which corporations are unwilling or even refuse to voluntarily comply with arbitral awards. In such circumstances, the state intervenes through the enforcement mechanism carried out by the district courts. Law Number 30 of 1999 grants district courts the authority to order the execution of arbitral awards upon application by the interested party. At this stage, although the corporation remains a private legal subject, the execution process enters the realm of public law, allowing the use of state coercive instruments to ensure the effectiveness and certainty of arbitral award enforcement (Astuti & Tarantang, 2018).

On the other hand, corporations as legal subjects are granted a limited right to seek annulment of arbitral awards, but only under specific and exhaustively enumerated circumstances as stipulated by legislation. Grounds for annulment do not concern the substantive merits of the dispute but focus instead on procedural defects, such as the use of forged documents, the discovery of decisive new evidence, or the presence of fraud in the arbitral process. The strict limitation of annulment grounds demonstrates that the arbitration legal framework prioritizes corporate compliance with arbitral awards as a fundamental principle, while annulment mechanisms are positioned as exceptional legal remedies (Nopiandri, 2018).

B. The Principle of Contractual Autonomy and Corporate Authority in Determining Arbitration

The principle of contractual autonomy constitutes a fundamental doctrine in civil law that grants parties the freedom to regulate the substance, form, and execution of contractual obligations. In contemporary business law, this principle serves as the foundation for corporations, as legal subjects, to independently and professionally structure and manage their commercial legal relationships. Freedom of contract is not limited to determining the object of agreements and the parties' obligations but also extends to selecting dispute resolution mechanisms should conflicts arise in the future. Within this framework, arbitration has developed as an alternative dispute resolution mechanism that directly emanates from the implementation of contractual autonomy (Hamka, 2014).

Corporate authority to choose arbitration as a dispute resolution mechanism is realized through the inclusion of arbitration clauses in business agreements. Such clauses reflect the parties' mutual intention to exclude the jurisdiction of ordinary courts and submit disputes to arbitrators or arbitral institutions agreed upon in advance. From a legal perspective, an arbitration clause becomes binding upon contractual agreement and generates legal consequences for the parties. This condition aligns with the principle of *pacta sunt servanda*, which affirms that legally valid agreements bind the parties as law. Accordingly, insofar as it does not conflict with mandatory legal norms, corporations enjoy broad discretion in designating arbitration as the forum for dispute resolution (Fitryalita, 2019).

Within Indonesia's positive legal framework, the principle of contractual autonomy in arbitration-based dispute resolution receives explicit legitimacy through Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. This statute affirms that the existence of an arbitration agreement eliminates the authority of district courts to examine and adjudicate disputes that have been agreed to be resolved through arbitration. This provision reflects the state's respect for corporate choice in designating

arbitration as a consequence of freedom of contract. Consequently, corporate authority to determine arbitration is not merely theoretical but is supported by a strong normative foundation within the national legal system (Rafika, 2022).

Furthermore, the principle of contractual autonomy enables corporations to independently determine essential elements of the arbitration process, including the selection of arbitral institutions, the number and qualifications of arbitrators, the applicable law, as well as the seat and language of the proceedings. This flexibility constitutes a distinguishing advantage of arbitration compared to conventional litigation before state courts. For corporations, the ability to structure dispute resolution procedures in alignment with business interests and characteristics forms part of a strategic and effective legal risk management approach.

Nevertheless, the implementation of contractual autonomy in arbitration cannot be construed as unlimited freedom. Corporate authority remains subject to mandatory legal norms, considerations of public interest, and principles of public order. In this context, the state retains a role in exercising limited oversight over arbitral proceedings, particularly at the stages of recognition and enforcement of arbitral awards. Such limitations are intended to prevent deviations in arbitral practice while ensuring that arbitration does not contravene the fundamental values upheld within the national legal system. Accordingly, corporate use of arbitration must be situated within a proportional balance between the private interests of the parties and broader public interests (Kurniawan, 2024).

C. Limits of State Intervention through Courts in Corporate Arbitration Awards without Undermining the Principles of Finality and Legal Certainty

State involvement through judicial institutions in arbitral awards involving corporations is, in principle, limited and positioned merely as an exception, given that arbitration is founded upon the principle of contractual autonomy and characterized by the final and binding nature of its awards. This characteristic of finality is designed to ensure legal certainty and enhance efficiency in the

resolution of commercial disputes. Accordingly, state intervention is not permitted to extend to the substantive merits of disputes that have already been decided by arbitrators. Therefore, the scope of judicial authority in the context of arbitration must be regulated and exercised proportionally so as not to negate the very essence of arbitration as a private dispute resolution mechanism (Agustina, 2024).

Within the national legal framework, the scope of state intervention in arbitral awards is expressly and restrictively regulated under Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. The authority of district courts is confined to specific actions, namely at the stages of recognition and enforcement of arbitral awards, as well as the examination of applications for annulment based on particular grounds explicitly stipulated by law. Such involvement is formal and procedural in nature rather than substantive, meaning that courts lack legitimacy to reassess the legal reasoning or factual findings determined by arbitrators (Andriani, 2022).

The annulment of arbitral awards represents the most prominent form of state intervention, although its application is strictly limited by statutory provisions. The law permits annulment only where it is proven that forged documents were used, decisive new evidence is subsequently discovered, or fraud occurred during the arbitral proceedings. These stringent limitations reflect the commitment of the national legal system to preserving the final and binding nature of arbitral awards while simultaneously providing a minimum level of legal protection against serious procedural violations. In the corporate context, the annulment mechanism functions as a legal safeguard without opening the door for judicial interference in the substantive business disputes already resolved by arbitrators (Ngantung, 2017).

In addition, courts are empowered to refuse the enforcement of arbitral awards if such awards are found to be contrary to public order. Nevertheless, the concept of public order must be interpreted restrictively and narrowly to prevent it from evolving into an overly broad and subjective ground for refusal. Excessive interpretation of this concept risks undermining legal certainty and diminishing

corporate confidence in arbitration as an independent and neutral dispute resolution mechanism. Accordingly, judicial institutions are required to apply caution and consistency in interpreting and implementing the public order exception in the enforcement of arbitral awards (Adolf, 2015).

D. Practices of Recognition, Enforcement, and Annulment of Arbitral Awards Involving Corporations in Indonesia from the Perspective of Statutory Regulations

Normatively, the recognition and enforcement of arbitral awards involving corporations in Indonesia are governed by Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution (Makarim, 2019). This regulation clearly distinguishes between domestic arbitral awards and international arbitral awards. In the case of domestic arbitral awards, recognition and enforcement are pursued through the registration of the award with the competent District Court, which may subsequently issue an enforcement order if the obligated corporation fails to comply voluntarily. This mechanism demonstrates the role of the state as a facilitator of arbitral award enforcement without interfering in or reassessing the substance of the dispute resolved by the arbitrators.

In dispute resolution practice, the effectiveness of enforcing arbitral awards against corporations is fundamentally determined by the willingness of the parties to comply voluntarily. Where the corporation executes the operative part of the award without coercion, the dispute is deemed resolved without further involvement of judicial institutions. Conversely, where a corporation fails to fulfill its obligations as stipulated in the arbitral award, the interested party is entitled to submit an application for enforcement to the competent District Court. In such circumstances, the court conducts only a limited examination of formal aspects, including the existence of a valid arbitration agreement and the formal validity of the award sought to be enforced, without reassessing the substantive merits of the case. This practice reflects the consistent approach of Indonesian courts in respecting the final and binding nature of arbitral awards as an alternative

dispute resolution mechanism outside the judiciary (Masse & Rusli, 2017).

With regard to international arbitral awards involving corporations, recognition and enforcement are carried out through an *exequatur* procedure granted by the Chief Judge of the Central Jakarta District Court. This procedure represents a form of limited state supervision aimed at ensuring that foreign arbitral awards do not contravene national public order and have satisfied the formal requirements stipulated under national legislation and the 1958 New York Convention. The application of this mechanism further affirms Indonesia's position in supporting the recognition and enforcement of international arbitral awards as part of efforts to promote legal certainty and strengthen business confidence and the investment climate.

Conversely, the annulment regime for arbitral awards involving corporations in Indonesia is designed with a highly restrictive scope. Statutory regulations allow annulment of domestic arbitral awards only under extraordinary circumstances, such as proven falsification of evidence, the discovery of decisive *novum* after the award has been rendered, or the existence of fraud during the arbitral proceedings. In this context, courts are not granted authority to reassess either the legal or factual considerations evaluated by the arbitrators. Such limitations are intended to preserve the finality of arbitral awards while preventing abuse of the annulment mechanism as a means for losing corporations to evade compliance with their legal obligations (Gautama, 2004).

IV. CONCLUSION AND SUGGESTIONS

A. Conclusion

Corporations, as independent legal subjects, possess full legal capacity to enter into contractual relationships, including agreements that designate arbitration as the forum for dispute resolution. Their legal status underpins not only their authority to consent to arbitration clauses but also their obligation to comply with arbitral awards that are final and binding. The principles of contractual autonomy and *pacta sunt servanda* form the normative basis for corporate submission to arbitration and subsequent compliance with arbitral outcomes. Arbitral awards, by their nature, impose binding legal obligations that

must be executed in good faith, with voluntary compliance representing the ideal realization of arbitration's objectives namely efficiency, legal certainty, and minimal state intervention. Where voluntary compliance fails, state enforcement mechanisms function as supportive instruments to ensure effectiveness without undermining the private character of arbitration.

At the same time, the Indonesian legal framework reflects a carefully calibrated balance between respect for arbitral finality and the necessity of limited state oversight. Judicial intervention is strictly confined to procedural matters such as recognition, enforcement, and annulment on narrowly defined statutory grounds, thereby preventing courts from reassessing the merits of arbitral decisions. The restrictive interpretation of annulment grounds and public order exceptions reinforces legal certainty and safeguards corporate confidence in arbitration as a neutral and reliable dispute resolution mechanism. Consequently, the interaction between corporate autonomy, arbitral finality, and limited judicial control demonstrates a legal system that seeks to harmonize private commercial interests with public legal order, positioning arbitration as a credible and effective means of resolving corporate disputes in Indonesia.

B. Suggestions

It is recommended that future legal scholarship further develop a more systematic theoretical framework regarding the balance between contractual autonomy and state supervision in corporate arbitration. In particular, deeper doctrinal and comparative studies are needed to refine the interpretation of key concepts such as finality, public order, and procedural fairness in arbitral proceedings. Strengthening academic discourse in this area will contribute to greater conceptual clarity and provide normative guidance for legislators, judges, and arbitral institutions in ensuring consistency and legal certainty in the enforcement of arbitral awards involving corporations.

Furthermore, it is advisable to encourage interdisciplinary and empirical legal research that examines judicial practice and corporate behavior in the implementation of arbitral awards. Such research can offer valuable

insights into how arbitration operates in practice, identify potential gaps between normative regulations and their application, and propose evidence-based improvements to the arbitration legal framework. Advancing this line of research will not only enrich the development of arbitration law as a field of study but also enhance its practical relevance in supporting a stable, predictable, and business-friendly legal environment.

REFERENCE

- Adolf, H. (2015). Dasar-Dasar, Teori, Prinsip dan Filosofi Arbitrase. *Bandung: Keni Media*.
- Agustina, R. E. (2024). Efektifitas Arbitrase sebagai Penyelesaian Perselisihan. *Ethics and Law Journal: Business and Notary*, 2(1), 263–272.
- Andriani, A. (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.
- Astiti, N. N. A., & Tarantang, J. (2018). Penyelesaian sengketa bisnis melalui lembaga arbitrase. *Jurnal Al-Qardh*, 3(2), 110–122.
- Fitryalita, D. (2019). *Kekuatan eksekutorial dalam pelaksanaan eksekusi putusan Badan Arbitrase Nasional Indonesia dan hambatan-hambatannya (studi kasus putusan Badan Arbitrase Nasional Indonesia Jakarta No. 801/II/ARB-BANI/2016)*. Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta.
- Hamka, Z. (2014). Mediasi-Arbitrase dan Arbitrasi-Mediasi Sebagai Alternatif Penyelesaian Sengketa Dagang Internasional. *Makassar: Skripsi, Fakultas Hukum Universitas Hasanudin*.
- Japar, S. R. (2025, May 22). Anti-Suit Injunction dalam Arbitrase: Penerapan dan Kontroversinya. *Hukumku*. <https://www.hukumku.id/post/anti-suit-injunction#:~:text=antara para pihak-,3.,mengenai pengakuan putusan arbitrase internasional>.
- Kharlie, A. T. (n.d.). "Kepastian Hukum Merek 'Badan Arbitrase Nasional Indonesia'(Bani Kubu Mampang-Bani Kubu Sovereign)(Putusan no. 34/ptd. sus-merek/2017/pn. niaga. jkt. pst)".
- Kurniawan, I. D. (2024). Tantangan Hukum dalam Penyelesaian Sengketa E-commerce: Pendekatan Arbitrase dan Litigasi. *AL-MIKRAJ Jurnal Studi Islam Dan Humaniora (E-ISSN 2745-4584)*, 4(02), hlm. 554-566.
- Makarim, A. (2019). *Penyelesaian sengketa Perbankan Syariah Lewat Mediasi Di Lembaga Litigasi Dan Non Litigasi (Studi Kasus: Pengadilan Agama Jakarta Selatan, Badan Arbitrase Syariah Nasional Jakarta, Dan Lembaga Penyelesaian Sengketa Perbankan Indonesia)*. Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta.
- Mantili, R. (2021). Konsep Penyelesaian Perselisihan Hubungan Industrial Antara Serikat Pekerja Dengan Perusahaan Melalui Combined Process (Med-Arbitrase). *Jurnal Bina Mulia Hukum*, 6(1), 47–65. <https://doi.org/10.23920/jbmh.v6i1.252>
- Masse, R. A., & Rusli, M. (2017). *Arbitrase Syariah Formalisasi Hukum Islam dalam Ranah Penyelesaian Sengketa Ekonomi Syariah Secara Non Litigasi*. Trust Media Publishing.
- Ngantung, R. A. (2017). Eksekusi Putusan Arbitrase Nasional Menurut Undang-Undang Nomor 30 Tahun 1999. *LEX ET SOCIETATIS*, 5(1).
- Nopiandri, K. (2018). Peran Lembaga Arbitrase Dalam Penyelesaian Sengketa Bisnis Internasional: Tinjauan Dari Perspektif Teori Sistem Hukum. *Jurnal Legal Reasoning*, 1(1), 48–67.
- Rafika, R. (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. <https://doi.org/10.15408/sjsbs.v9i4.26601>
- Sulat, G. H. (2016). Tata Cara Pemeriksaan Sengketa Arbitrase Menurut Undang-Undang Nomor 30 Tahun 1999. *Lex Crimen*, 5(7).
- Sutrisno, N. (1994). Pengakuan dan Pelaksanaan Putusan Arbitrase Asing di Indonesia: Analisis Permasalahan. *Jurnal Hukum IUS QUIA*

IUSTUM, 1(1), 42-52.
Suyanto. (2023). *Metode Penelitian Hukum*

Pengantar Penelitian Normatif, Empiris Dan Gabungan. Unigres Press.