



Dispute Resolution in Arbitration Law Reviewed from Law No.30 of 1999

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Abstract

Out-of-court dispute resolution is an important alternative in the Indonesian legal system, especially through the arbitration mechanism regulated by Law No. 30 of 1999. This article examines dispute resolution through arbitration and alternative dispute resolution (APS), emphasizing key principles such as the autonomy of the parties, the finality of the award, and the prohibition of court interference. This research uses a qualitative approach with a literature review that highlights the role and implementation of arbitration in a wide range of disputes, including civil and criminal cases. The findings show that although arbitration has advantages such as speed and confidentiality, challenges remain, particularly in terms of the implementation of arbitration awards in Indonesia. In addition, the application of arbitration principles, such as freedom of choice of law and the place of arbitration, requires strengthening regulations in order to ensure legal certainty. This article also highlights the potential for resolving criminal disputes through criminal mediation based on the values of restorative justice, but still requires clearer regulations to support this practice.

I. INTRODUCTION

The Simultaneous Regional Head Election (Pilkada) is one of the important moments in the democratic system in Indonesia, (Al Alamudi et al., 2024) where people are given the opportunity to elect their regional leaders directly. The 2024 Simultaneous Regional Elections are the main highlight, especially in the context of the laws and regulations that govern them. This research aims to explore the legal aspects related to the implementation of the 2024 Simultaneous Regional Elections through a qualitative approach that combines normative analysis.

This normative approach focuses on literature review and *library research*, which allows researchers to critically explore legal sources. In this process, the researcher will collect, analyze, and evaluate various regulations governing the Regional Elections, including Laws, Government Regulations, and other relevant legal instruments. Through in-depth interpretation techniques, this study will examine the legal basis that governs the Regional Election process, as well as its implications for political and societal dynamics.

It is important to note that the main purpose of this study is not only to identify the applicable

legal rules, but also to uncover legal issues that arise during the election process. These issues can include challenges in implementing regulations, conflicts between existing rules and practices on the ground, and the impact of law implementation on public participation in the electoral process. This research seeks to provide critical insight into the legal challenges faced, so that it can provide useful recommendations for improving the system of organizing the Regional Elections in the future.

In addition, this research will explore more deeply the implementation and principles of arbitration as stated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in the context of criminal law. This is relevant given that dispute resolution in general elections, including regional elections, often involves legal conflicts that require a quick and efficient resolution mechanism. The researcher will analyze how the principles of arbitration can be integrated in the context of criminal law and electoral dispute resolution, as well as the challenges faced in the application of these principles in Indonesia.

With this comprehensive approach, it is hoped that this research can make a significant contribution to a better understanding of the implementation of the Regional Elections and their relevance in the legal and political context in Indonesia. This research is expected to produce findings that are not only theoretical, but also practical, by providing recommendations for policymakers and other related parties in an effort to improve the quality of the implementation of the Regional Elections and resolve disputes that may arise in a fair and efficient manner.

Finally, it is important to note that this study not only focuses on legal and arbitration aspects, but also considers the social impact of the implementation of the Regional Elections. By understanding how legal regulations and practices can affect political dynamics and community participation, this research is expected to provide a holistic picture of the relationship between law, politics, and society in Indonesia, as well as how the 2024 Simultaneous Regional Elections can serve as a means to strengthen democracy and public participation in the governance process.

II. RESEARCH METHODS

This research uses a qualitative method that combines normative approaches to analyze various aspects of law in depth.(Rukhmana et al., 2022, p. 12) This normative approach involves a literature review or library study, where legal sources are critically analyzed to assess the implementation of the 2024 Simultaneous Regional Elections. Through this study, various legal materials are analyzed using in-depth interpretation techniques, allowing a more comprehensive understanding of the legal basis that governs the election process and its implications for political and societal dynamics. With this comprehensive approach, the research aims not only to identify the applicable legal rules, but also to uncover the legal issues that arise and provide critical insight into the legal challenges faced in the context of simultaneous regional elections.

III. RESULTS AND DISCUSSION

A. Implementation and Principles of Arbitration contained in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in Criminal Law

1. According to Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in Criminal Law

Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Arbitration Law) is one of the important steps in developing dispute resolution mechanisms in Indonesia. This law regulates the settlement of civil disputes outside of the common court through arbitration and alternative dispute resolution (APS), with the aim of creating a more efficient, fast, and flexible process than litigation in court. Although the main focus of the Law is on civil disputes, the principles and mechanisms set forth in it also have important relevance in the context of criminal law, especially when it comes to the resolution of disputes involving civil and criminal aspects.(Hakim, 2022)

The Arbitration Law was drafted in response to the need for a more effective dispute resolution system in Indonesia. In the context of litigation that is often time-consuming and expensive, this law offers a more practical alternative for the parties involved in the dispute.(Syaroni & Widyaningrum, 2024) One of the main objectives of this law is to provide legal certainty, so that the parties can feel safe in carrying out their business activities without worrying about potential unresolved disputes. By providing a more structured settlement pathway, the Arbitration Law is expected to support the development of the business world in Indonesia and create a better investment climate.

Some of the main principles on which the Arbitration Law is based include:

- a) Autonomy of the Parties

One of the fundamental principles of arbitration is the freedom of the parties to determine the arbitration process according to their agreement. This includes the selection of the arbitrator, the venue for the arbitration, the applicable law, and the language used in the proceedings. This autonomy gives the parties the flexibility to tailor procedures to their specific needs and contexts, thereby speeding up dispute resolution.(Sari, 2019)

- b) Purpose of the Arbitration Award

The award resulting through the arbitration process is final and binding on the parties.(Mangei, 2020) This means that the judgment cannot be appealed in court, except under certain conditions that have been regulated by law. This provision provides legal certainty and encourages the parties to comply with the arbitral award, thereby strengthening confidence in this dispute resolution mechanism.

c) Confidentiality

Arbitration proceedings are generally closed, which means that the information discussed during the arbitration proceedings is not published. This confidentiality is one of the main attractions for companies that want to avoid publicly disclosing sensitive information, thus protecting their reputation and business interests.(Vahzrianur & Siswajanthry, 2024)

1) Arbitration Procedure

The arbitration procedure is set out in detail in this Act, and includes the following steps:(Nurhamidah et al., 2024)

a) Arbitration Agreement

In order for a dispute to be resolved through arbitration, it is necessary that there is an arbitration agreement made in writing by the parties before or after the dispute arises. This Agreement serves as the basis for dispute resolution and guarantees that all parties agree to use arbitration as a resolution mechanism.

b) Appointment of Arbitrator

The parties have the freedom to choose arbitrators whom they consider competent and independent. If the parties cannot reach an agreement on the selection of an arbitrator, the Arbitration Act authorizes the arbitral institution or the court to appoint an appropriate arbitrator.

c) Trial Process

The arbitration hearing is conducted in accordance with the procedure agreed upon by the parties or established by the arbitrator if there is no agreement. This process includes the examination of evidence, the summoning of witnesses, and arguments from both sides, similar to the litigation process in court, but with more flexibility.

2) Alternative Dispute Resolution

The Arbitration Act also covers various alternative dispute resolution (APS) methods such as mediation, conciliation, and negotiation. These methods provide additional options for the parties to resolve their disputes without having to go through formal arbitration or litigation. APS allows for faster resolution and lower costs, as

well as facilitates better relationships between post-dispute parties. (DEWI et al., 2021)

3) Application in Criminal Law

Although the Arbitration Law focuses on civil disputes, some of the principles and mechanisms regulated can be applied in the context of criminal law, especially in the case of:

a) Civil Disputes Related to Criminal Acts

In situations where there is a civil dispute related to a criminal act, settlement through arbitration can help resolve the civil aspect of the dispute. For example, in the case of recovery of losses incurred as a result of a criminal act, arbitration can be an effective means of reaching a compensation agreement between the parties involved.(Vahzrianur & Siswajanthry, 2024)

b) Restorative Justice

Alternative dispute resolution principles, especially mediation, can be applied in the context of restorative justice in criminal law. Restorative justice focuses on the restoration of relationships and the peaceful resolution of disputes between victims and perpetrators, allowing them to reach mutually beneficial agreements.(Scott, 2015)

4) Challenges and Criticisms

While the Arbitration Act offers many advantages, there are some challenges and criticisms to be aware of:

a) Power Imbalance

In some cases, there may be an imbalance of power between the parties, where one party has more resources or influence to influence the arbitration process. This can result in unfair outcomes, where the stronger party dominates the process.

b) Legal Complexity

The process of selecting the right law and arbitrator can be complicated, especially in international disputes involving multiple jurisdictions. Uncertainty regarding the applicable law may cause confusion and difficulties in the implementation of the arbitration award.

B. Principles of Arbitration

1. The Principle of Autonomy of the Parties (Principle of Freedom of the Parties)

The Principle of Autonomy of the Parties, often referred to as the Principle of Freedom of the Parties, is one of the fundamental foundations in the practice of arbitration. This principle emphasizes that the parties involved in the dispute have the right and freedom to determine

various aspects related to the arbitration process based on the agreements they have made.

The following is a more detailed explanation of the principles of Autonomy of the Parties giving the parties full control over the essential elements of the arbitration process, which includes some of the following aspects:

a) Selection of Arbitration Forums

The parties have the freedom to choose a particular arbitration institution or independent arbitrator that they deem most suitable to handle their disputes. This provides an opportunity for them to choose a reputable forum or a specialty that suits the type of dispute at hand. (Hakim, 2022)

b) Determination of the Place of Arbitration

The parties may specify the location where the arbitration hearing will be held. This allows them to choose the most comfortable or strategic place, both in terms of cost, accessibility, and an atmosphere that supports the dispute resolution process.

c) Selection of Applicable Law

This principle gives the parties the right to choose national or international law to be applied in dispute resolution. This is especially important in the context of international disputes, where applicable law can affect the outcome of an arbitration decision.

d) Appointment of Arbitrator

The parties have the freedom to choose an arbitrator they trust and consider competent to handle the dispute. This includes considering the arbitrator's background, experience, and expertise in the relevant field. (Zaryanda, 2023)

e) Languages Spoken

In an arbitration proceeding, the parties can determine the language to be used during the proceedings, which can help reduce the possibility of misinterpretation and ensure that all parties can communicate effectively.

The Principle of Autonomy of the Parties reflects some of the key characteristics of arbitration, including: (Hakim, 2022)

a) Flexibility

The arbitration process can be tailored to the specific needs and preferences of the parties. This makes it a more attractive alternative to litigation in court, which often has more rigid and formal procedures.

b) Confidentiality

Arbitration hearings are usually closed, which means that the information discussed during the arbitration proceedings is not made public. This

confidentiality can protect the reputation and sensitive information of the parties.

c) Time and Cost Efficiency

With the freedom to define procedures, arbitration is often faster and more cost-effective than litigation. This shorter process can help the parties to get a decision immediately and resume their business activities.

While this principle offers many advantages, there are several challenges that can arise, including: (Adolf, 2015)

a) Power Imbalance

In some cases, there may be an inequity in terms of power or resources between the parties, which may affect one party's ability to negotiate or influence decisions regarding the arbitration process.

b) Legal Complexity

Determining the applicable law and choosing the right arbitrator can be a challenge in itself, especially in international disputes involving a variety of different jurisdictions and regulations.

In Indonesia, the principle of Autonomy of the Parties is clearly regulated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. This law supports the freedom of the parties to determine various aspects of the arbitration process in accordance with the agreement made, so that this principle is increasingly integrated into the legal system in Indonesia.

Overall, the Principle of Autonomy of the Parties is the essence of arbitration that allows the dispute resolution process to take place more fairly, efficiently, and in accordance with the specific needs of the parties involved. By providing freedom to determine important aspects of the arbitration process, this principle contributes to the creation of a more satisfactory outcome for all parties involved.

2. The principle of an arbitration agreement determines the authority of arbitration

The principle of an arbitration agreement that determines the authority of arbitration is an important foundation in the system of out-of-court dispute resolution. According to Article 3 juncto Article 11 of the Arbitration and Alternative Dispute Resolution Act (AAPS), the arbitration agreement gives exclusive authority to the arbitrator to resolve disputes set forth in the agreement. With this agreement, the parties agree that arbitration is the only forum to resolve

disputes, so neither party can bring the same dispute to court.(Lestari & Novita, 2022)

An arbitration agreement is an agreement between two or more parties to resolve disputes that may arise in the future through arbitration proceedings, rather than through court. This creates legal certainty and reduces potential conflicts between the parties involved. Article 3 emphasizes that any dispute that can be agreed to be resolved through arbitration must be based on a valid agreement between the parties, while Article 11 affirms that the arbitrator has the power to decide disputes based on such agreements.(Hakim, 2022)

This principle reflects the autonomy of the parties in choosing how to resolve their disputes. They are free to determine the terms as they deem appropriate, including the selection of arbitrators, venues, applicable laws, and arbitration procedures to be followed. This autonomy provides flexibility and efficiency in resolving disputes, where parties can tailor the process to the specific needs and characteristics of the dispute they are facing.

With this exclusive authority provision, each party to the arbitration agreement is obliged to comply with the resulting award. This creates legal certainty and adds to the effectiveness of arbitration as a dispute resolution method. The parties may not challenge an arbitral award in court, except in certain circumstances provided for in the law, such as the existence of a significant breach of procedure. Thus, arbitration agreements serve not only as a means of dispute resolution but also as a guarantee for justice and legal certainty.

Furthermore, the signed arbitration agreement is not only valid at the time the dispute arises but also affirms the commitment of the parties to use arbitration as a dispute resolution mechanism in the future. This is important to create harmonious business relationships and minimize legal uncertainty. By granting exclusive authority to arbitration, the parties entrust dispute resolution to a third party that is considered neutral and competent in the relevant field. This avoids possible bias in court as well as ensures fair and fact-based decisions.(Vahzrianur & Siswajanthny, 2024)

Overall, the principle of an arbitration agreement that determines the authority of arbitration is a fundamental aspect in ensuring that dispute resolution through arbitration runs properly and efficiently. With the provisions set

forth in Article 3 and Article 11 of the AAPS Act, the parties have a strong legal basis to resolve their disputes exclusively through arbitration, making them an effective and reliable alternative to dispute resolution.

3. The principle prohibits judicial intervention unless the law specifies otherwise

The principle of prohibition of judicial interference unless the law specifies otherwise in arbitration is an important pillar in the arbitration system which aims to maintain the independence and integrity of the arbitration process. This principle affirms that once the parties agree to resolve a dispute through arbitration, the court may not interfere in the process, unless there is a legal provision that explicitly provides room for intervention. (Adolf, 2015)

By prohibiting court interference, this principle preserves the independence and autonomy of arbitration, allowing arbitrators to make decisions without external pressure. It is very important to ensure that the arbitration award is based on the facts and applicable law, not on the intervention of an outside party. In addition, one of the main reasons parties choose arbitration is to get a faster and more efficient dispute resolution process compared to litigation in court. Court intervention can slow down this process and reduce the efficiency that is one of the advantages of arbitration.(Vahzrianur & Siswajanthny, 2024)

Despite the general prohibition on interference, the law still provides some exceptions in which courts may be involved, such as in the case of the validity of an arbitration agreement, the appointment or revocation of an arbitrator, or the enforcement of an arbitral award.(Mangei, 2020) This exception is important to ensure justice and legal certainty, so that there is still a legal route that can be taken in the event of a violation of the agreed arbitration principles. Overall, these principles aim to create an environment conducive to fair, prompt, and efficient dispute resolution through arbitration.

4. The principle of arbitration review is "private and confidential"

The principle that arbitration review is "*private and confidential*" means that the entire arbitration process, including hearings, documents, and awards, is conducted behind closed doors and is not open to the public.(Hombokau, 2024) This aims to maintain the

confidentiality of information that may be sensitive or trade secret, protect the reputation of the parties involved, and provide a sense of security for the parties to speak openly. In practice, arbitration hearings are attended only by the parties involved and the arbitrator, all documents submitted are kept confidential, and arbitral awards are only awarded to the parties involved. While these principles provide many benefits, such as information protection and efficiency, there are also challenges related to a lack of transparency and potential abuses of confidentiality. In Indonesia, this principle is recognized and applied in accordance with Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which supports the implementation of closed and confidential arbitration to protect the interests of the parties involved.

5. The Principle of Hearing and Alteram Partem

The principle that arbitration review is "*private and confidential*" means that the entire arbitration process, including hearings, documents, and awards, is conducted behind closed doors and is not open to the public. The information discussed during the arbitration proceedings is known only to the parties involved and the arbitrator, maintaining the confidentiality of information that may be sensitive or trade secret. This is important to protect the reputation of the parties and provide a sense of security for them to speak openly without worrying about the information being leaked to the public. In Indonesia, this principle is recognized and applied in accordance with Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which supports the implementation of closed and confidential arbitration to protect the interests of the parties involved. However, the lack of transparency in the arbitration process can raise concerns about fairness and accountability, and there is a risk that the principle of confidentiality could be abused to conceal unethical or illegal actions.(Sita, 2014)

6. The principle of representation (power) is facultative

The principle of representation is not mandatory and can be applied voluntarily according to the wishes of the litigants (Article 29 Paragraph 2 of the AAPS Law).

7. Principle of limitation of arbitration proceedings

The principle of time limitation of arbitration proceedings is a provision that sets a specific time limit for each stage in the arbitration proceedings, aiming to ensure that the resolution of disputes is carried out efficiently and not protracted. With time limits, parties and arbitrators are encouraged to complete each stage, from the submission of claims to decision-making, within the stipulated time frame, thus avoiding unnecessary delays. In addition, this principle provides legal certainty for the parties, allowing them to better plan measures and reduce uncertainty that can negatively impact the business's operations and reputation.(MUNIROH, 2021)

8. Principle of Burden of Proof

The parties may submit any evidence they deem necessary to strengthen their position. This means that each party bears the responsibility and burden of proof to support and strengthen the position it represents.

9. Arbitration Award, and Binding Opinion are "Final and Binding"

The arbitration award is final and binding as soon as it is delivered and notified to the parties to the dispute. This decision is single and final, without any appeal or annulment mechanism, in contrast to the civil court process which allows for further legal remedies. Thus, theoretically, arbitration is a faster and more efficient process than litigation.

Ideally, the arbitration award would be enforced by the losing party, given that both parties have voluntarily opted in to arbitration, including location, applicable law, arbitrator, and language, and agreed that the decision is "final and binding." However, if the losing party does not execute the award voluntarily, then the chief justice of the district court has the authority to order the execution of the arbitration award at the request of the prevailing party, as stipulated in Articles 60 and 61 of the Arbitration and Alternative Dispute Resolution Law (AAPS).(Hakim, 2022)

10. Arbitration award based on law or based on "ex aequo et bono"

An arbitration award can be based on two main approaches: based on law or based on "ex aequo et bono". When an arbitral award is based on law,

the arbitrator or arbitral tribunal applies the provisions of the law applicable to resolve the dispute, similar to the way judges are in a common court. This means that the arbitrator must follow the relevant rules of law and apply applicable legal principles to reach an award.

In contrast, a judgment based on "ex aequo et bono" allows the arbitrator to make decisions based on fairness and propriety rather than solely on the basis of legal provisions. In this context, the arbitrator is given the freedom to consider what is considered fair and reasonable for the parties involved in the dispute, even if it means deviating from strict legal provisions. This approach is often used when parties want a more flexible solution that suits their particular circumstances.

However, the application of "ex aequo et bono" must be based on the agreement of the parties. If there is no agreement, the arbitrator must decide based on the applicable legal provisions. In Indonesia, this principle is regulated in Article 56 paragraph (1) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which states that arbitrators can make decisions based on legal provisions or based on fairness and propriety. (Hakim, 2022)

11. Dissenting Opinion in an Arbitration award

The principle of "dissent" reflects the importance of transparency in the decision-making process in arbitration. The arbitral tribunal can issue its decision unanimously or through a voting mechanism, and decisions can also be taken by acclamation.

However, if there is a difference of opinion among the arbitrators, the decision will be taken by voting, in which the votes of arbitrators who have different views will be given priority.

12. Costs associated with arbitration proceedings

The costs associated with the arbitration process include the various expenses incurred by the parties during the resolution of the dispute through arbitration. These costs typically include the arbitrator's honorarium, the administrative costs of the arbitral institution, attorney's fees, the costs of collecting and presenting evidence, and travel and accommodation costs if necessary. The cost of arbitration may vary depending on the complexity of the case, the number of arbitrators involved, and the duration of the arbitration process. Although arbitration is often considered more economical than litigation, it is important

for the parties to consider all associated costs in order to prepare an adequate budget and understand the potential financial risks that may arise during the process.

13. Enforcement of arbitral awards by the court

The execution of an arbitral award by the court is an important step to ensure that the award resulting through the arbitration process is legally enforceable. Although an arbitral award is final and binding on the parties, in practice, it is often necessary to ratify or enforce the award through the courts, especially if one of the parties does not voluntarily fulfill its obligations. This process typically involves filing an application to the court to enforce the arbitral award, in which the court will examine the validity of the arbitration agreement, the procedures followed, and whether there are valid grounds for denying enforcement of the award. In an international context, the enforcement of arbitral awards can also be governed by conventions such as the 1958 New York Convention, which provides a legal framework for the recognition and enforcement of foreign arbitral awards in countries to which they are parties.

14. Annulment of an arbitral award on grounds of limitation

Article 70 provides that an arbitral award may be annulled at the request of one of the parties on the basis that the award contains the following elements:

- 1) Letters or documents submitted as part of the post-issuance review of the arbitration award may be accepted. as a forgery or as an indication of forgery.
- 2) If after decision-making important documents are found hidden by other parties, or
- 3) The decision was taken by the trickery of one of the parties in the dispute investigation.

An application to revoke an arbitral award can only be filed against a decision that has been registered in court. The reason for the cancellation application must be proven by a court decision. If the court decides that these reasons are proven or not, then the results of the court's decision will be a reference for the judge in considering whether to accept or reject the application.

15. The principle of religiosity in arbitral awards is a unique concept and rooted in the philosophical values embraced by Indonesian society

Indonesian arbitration awards must contain the following titles: "For the sake of justice based on faith in God Almighty" (Article 54(1)). This responsibility is a characteristic of Indonesian arbitration. *Ira ira*, as a religious and ethical responsibility, delegates the authority to enforce the decisions of God Almighty to the arbitrator/arbitral body.

Law No. 39 of 1999 concerning the Human Rights Court mandates the National Human Rights Commission (Komnas HAM), which was established through Presidential Decree No. 50 of 1993, to handle cases of human rights violations (Articles 1-7; Article 76 paragraph 1; Article 89 paragraph 4; 96 Human Rights Law Judges).

Mediation in the criminal context can be carried out both at the prosecution stage and during the trial, while still prioritizing legal certainty, legal utility, and justice. This mediation also applies at the prosecution stage, where the public prosecutor has the authority to close a case, either conditionally or unconditionally, even if the evidence is sufficient in the public interest.

The principle of utility, as stipulated in Article 35c of Law Number 16 of 2004 concerning the Prosecutor's Office of the Republic of Indonesia, provides guidance in applying this principle. Meanwhile, in court, criminal mediation can take place if all parties understand the importance of resolving conflicts through dialogue and mutual recognition of the benefits of peace and mutual forgiveness.

IV. CONCLUSIONS AND SUGGESTIONS

A. Conclusion

The conclusion of the journal entitled *Dispute Resolution in Arbitration Law Reviewed from Law No. 30 of 1999* confirms that Law No. 30 of 1999 provides a clear and comprehensive legal framework for dispute resolution through arbitration in Indonesia. This law introduces fundamental principles that are important in arbitration, such as freedom of contract, fairness, and efficiency, which allow the parties to agree on a dispute resolution that suits the specific needs and characteristics of the dispute they are facing. One of the important aspects regulated by this law is the arbitrator's authority, where the arbitrator is given the authority to decide disputes based on the terms of the agreement agreed upon by the

parties. It affirms that arbitration as a dispute resolution mechanism must be conducted by an independent and neutral third party, so that the resulting decision can be trusted and respected by all parties involved. The arbitration process provided for in the law is also designed to provide an efficient procedure, reducing the possibility of delays that often occur in litigation in court. However, although Law No. 30 of 1999 has made many advances in the practice of arbitration in Indonesia, the journal also identifies some challenges that are still faced in its implementation. One of the main challenges is the enforcement of an arbitral award, where there are often difficulties in implementing the award produced by the arbitrator, especially if one of the parties does not fulfill its obligations voluntarily. This shows the need to strengthen the mechanism for the implementation of arbitral awards through the support of the existing legal system.

B. Suggestions

The suggestions that can be given based on the journal *Dispute Resolution in Arbitration Law* reviewed from Law No.30 of 1999 include several important aspects to improve the practice of arbitration in Indonesia. First, increased socialization and education about arbitration as an alternative to dispute resolution is needed, especially among business people. This effort can be done through seminars, workshops, and publications explaining the benefits, procedures, and advantages of arbitration compared to litigation, in order to build public awareness and interest in this method of settlement. In addition, training and capacity building for arbitrators is also very important, so that they have adequate knowledge and skills in handling disputes professionally and effectively. Finally, there needs to be support from relevant institutions to strengthen the mechanism for implementing arbitral awards, so that the resulting awards can be legally enforced without hindrance. With these measures, arbitration is expected to become the main choice in dispute resolution, supporting economic growth, and creating a better investment climate in Indonesia.

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