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Analysis Of The Use Of The Dispute Resolution Clause Through Arbitration (Article 79.3) In The Peunaga Cut Ujong Road Construction Agreement Kab. West Aceh Number 001/Pupr-Abar/2024

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Abstract: The real impact of the existence of changes in Article 88 of Law No. 18 of 1999 with Law No. 2 of 2017 concerning Construction Services can be seen in construction service agreements including the Peunaga Cut Ujong Road Development Agreement, West Aceh District No. 001/PUPR-ABAR/2024 whose agreement clause states that the parties agree to resolve disputes through BANI. From here, problems are formulated, namely: First, what are the provisions regarding the arbitration clause in the Peunaga Cut Ujong Road Development Agreement of West Aceh District Number 001/PUPR-ABAR/2024. Second, Does the provision regarding the arbitration clause in the Peunaga Cut Ujong Road Development Agreement of West Aceh District Number 001/PUPR-ABAR/2024 cause potential problems. This research uses normative legal research with statute approach and also conceptual approach. The result of the discussion is that the inclusion of an arbitration clause in the Peunaga Cut Ujong Road Development Agreement of West Aceh District Number 001/PUPR-ABAR/2024 is in accordance with applicable regulations and offers various practical advantages. There are various problems, namely differences in the interpretation of the arbitration clause, the possibility of biased arbitrators, the imbalance of power between the parties to the dispute, and the limitations of the appeal mechanism.

Keyword: Arbitration, Alternative Dispute Resolution, Agreement, Construction Services.

INTRODUCTION

The existence of construction services is something very important and also strategic whose presence can be used as a means of increasing the potential for the success of national development in Indonesia. The existence of construction services itself is important in improving the national economy because the existence of construction services is inseparable from the final result of the construction services themselves, which in this case is the production of a product (Kusumawati, 2013). In simple terms, it can actually be explained that with the existence of construction services that produce a product such as a building, it will also attract a collaboration that occurs between users of construction services and service

providers so that the meeting that results in this collaboration can have an impact on improving the economy of the Indonesian nation (Romadhona & Siregar, 2018). When viewed in terms of implementation, the existence of construction services in Indonesia has its own characteristics where these characteristics become different between one region and another because each region has its own difficulties in implementing development caused by the existence of inequality in Infrastructure development in Indonesia (Angelina & Wahyuni, 2021).

Infrastructure in Indonesia can simply be divided into two types of infrastructure where the infrastructure in question is economic infrastructure and social infrastructure. Economic infrastructure is the variety of physical facilities organized to support various economic activities in a region. It includes elements such as transportation systems, power, ports, communication systems, and various other facilities that support a country's economic growth (Brilyawan & Santosa, 2021)." Meanwhile, social infrastructure refers to all buildings and infrastructure built with a focus on meeting people's basic needs and developing human resources. Included in this category are schools, health facilities, sports centers, green open spaces, and various other facilities that contribute to improving the quality of life and social welfare. Social infrastructure specifically aims to provide public services that promote social inclusion and sustainable development.

Inequality in infrastructure is not only limited to physical differences and accessibility, but also includes inequalities in the distribution of benefits and impacts felt by different groups of people. This issue arises due to disparities in resource allocation, policy decisions and development priorities across regions. For example, urban areas often receive more attention in infrastructure development than rural areas, which can lead to disparities in access to basic services such as transportation, clean water and energy. To address these inequalities, a more inclusive and equity-based approach is needed. This requires the establishment of policies that take into account the needs and aspirations of all groups of society, including the underrepresented or vulnerable. In addition, there needs to be concrete efforts to improve physical and financial accessibility to infrastructure for those in remote or low-income areas.

In addition to inequalities in access and distribution, unsustainable infrastructure can also exacerbate environmental problems and trigger social conflicts. Large infrastructure projects often have the potential to cause significant environmental damage, such as deforestation, land degradation and water pollution. This can trigger protests from local communities and environmental movements, which in turn can hinder project progress and create tensions between the government, companies and local communities.

In addition, disputes in construction contracts can also be caused by unprocessed claims, late payments from service users who may not have properly fulfilled their obligations in project management, as well as lack of adequate financial support. All these factors can be potential triggers for conflicts that require resolution through legal proceedings or mediation. As such, conflict management in construction projects becomes an integral part of the process, which requires an in-depth understanding of the various technical, managerial and legal aspects. in relation to problems, especially problems in the form of contract disputes, when referring to the Pattern of conflict resolution in construction services in Law Number 18 of 1999 concerning Construction Services (has been revoked) outlined in Article 36 paragraph (1) which contains: (1) resolution of construction service disputes can be resolved through judicial or extrajudicial channels; (2) conflict resolution does not apply to criminal offenses; (3) if out-of-court conflict resolution is chosen, a lawsuit can only be filed in court if the step proves unsuccessful (Hardjomuljadi, 2017).

The resolution of problems as described has undergone a change as described in the law has undergone modification or has been updated with the enactment of Law Number 2 of 2017 concerning Construction Services (UUK) in Article 88 which contains: (1) mutual

consideration; (2) steps to resolve disputes stipulated in the Construction Work Contract; (3) if not mentioned in the Construction Work Contract, the disputing parties make a written agreement regarding the settlement procedure to be adopted; (4) subsequent steps are mediation, conciliation, and arbitration; (5) establishment of an adjudicator panel; (6) selection of members of the adjudicator panel; (7) additional provisions are regulated in a Government Regulation (Senirah et al., 2022).

The reform as described above itself resulted in a very significant change where the settlement of construction disputes can only be resolved by alternative dispute resolution and in connection with this, of course, has a significant impact on the implementation of construction services dispute resolution in Indonesia. The real impact of the existence of this change is most evident as stated in the construction services agreement itself, which in the Peunaga Cut Ujong Road Development Agreement, West Aceh District No. 001/PUPR-ABAR/2024 which discusses construction services contains article 79.3 which reads "In the event that deliberation for consensus is not reached, the parties agree to resolve the dispute / dispute through: The dispute board appoints the Indonesian National Arbitration Board".

The existence of the case as described above in its implementation raises questions, which the question is whether the renewal of the construction services dispute resolution mechanism as stipulated in Law Number 2 Year 2017 actually hinders the resolution of problems arising in the implementation of PPP or not. In connection with this, the author would like to discuss it by raising the title "Analysis of the Use of Dispute Settlement Clause Through Arbitration (Article 79.3) in the Peunaga Cut Ujong Road Development Agreement Kab. West Aceh Number 001/PUPR-ABAR/2024".

Departing from the explanation as described above, this research wants to crystallize the existing problems in problem identification as follows:

1. How are the provisions regarding the arbitration clause in the Peunaga Cut Ujong Road Development agreement of West Aceh District Number 001/PUPR-ABAR/2024?
2. Does the provision regarding the arbitration clause in the agreement for the construction of Peunaga Cut Ujong Road, West Aceh District Number 001/PUPR-ABAR/2024 cause potential problems?

METHOD

This type of research is normative juridical legal research. The approach used by the author in order to achieve the objectives of this research is as follows: First, the existing statute approach that has a correlation with the problems to be discussed (Mahmud Marzuki, 2010). Second, the conceptual approach is an approach to legal research whose basic analysis is based on various views that emerge along with the growth and development of law. With a conceptual approach, meaning, conception and understanding can be explained and various principles related to the legal issues to be raised.

In connection with the type of research chosen, the legal materials used in this research are as follows: Primary legal materials, in the form of Law Number 2 of 2017 concerning Construction Services (UUJK), Law Number 18 of 1999 concerning Construction Services (has been revoked), and Law No. 30 of 1999 concerning Alternative Dispute Resolution. Then secondary legal materials are also used which refer to legal materials obtained from works produced by legal experts (Mahmud Marzuki, 2010).

Secondary legal materials refer to legal materials obtained from works produced by legal experts. By carrying out the collection of legal materials or material, the writer will be able to find and use primary and secondary legal materials that discuss the matter and the use of the dispute resolution clause through arbitration (article 79.3) in the Peunaga Cut Ujong road construction agreement Kab. West Aceh number 001/PUPR-ABAR/2024. The method applied to analyze the legal materials obtained in this research is through a qualitative descriptive analysis approach.

RESULTS AND DISCUSSION

Provisions Regarding The Arbitration Clause In The Peunaga Cut Ujong Road Construction Agreement Contract Kab. West Aceh Number 001/Pupr-Abar/2024

Arbitration is an alternative method of dispute resolution that does not involve a formal judicial process, where the disputing parties meet with a neutral arbitrator. The arbitrator acts as a third party who assists in reaching an amicable agreement between the parties. The arbitration process usually begins with a joint meeting to discuss the issues faced by the parties, after which the arbitrator will work to facilitate communication and negotiation between them. This approach is often chosen because it is voluntary and flexible, allowing the parties to retain control over the outcome of their dispute resolution (Gunadi et al., 2021). The arbitration process is based on the principles of fairness, confidentiality and trust. The arbitrator does not have the authority to make decisions or render awards, but rather serves to guide the parties towards a solution that is acceptable to all parties. An agreement reached through arbitration is often considered a more satisfactory dispute resolution than through litigation, as it allows the parties to consider their own interests and maintain good relations in the future (Nugroho, 2017).

Arbitration agreements are usually set out in the form of a written agreement signed by all parties involved. This document records the agreement reached and provides legal certainty for the parties. In some cases, an arbitration agreement may be formally recognized by a court and have the same legal force as a court judgment. Many organizations and companies are adopting arbitration as a means to resolve disputes effectively and efficiently. Arbitration clauses are often incorporated into business contracts as a way to resolve disputes without going through costly and time-consuming litigation. This allows parties to resolve disputes in an amicable manner and avoid the risks associated with litigation. As such, arbitration has become an integral part of dispute resolution strategies in the modern business world.

The existence of arbitration in the implementation of construction services will in practice always result in a derivative agreement in which the derivative agreement in question is the arbitration agreement itself which in the agreement will later regulate dispute resolution through arbitration as chosen by the parties. With the choice of arbitration in the contract that has been determined by the parties involved, the settlement is actually equivalent to the litigation process (Dodi, 2022). This is because the decision resulting from arbitration has the same legal force as a court decision, and the decision has the same legal obligations as stipulated in Article 60 of Law No. 30 of 1999 concerning Alternative Dispute Resolution. The article states that "The Arbitration Award shall be final and binding on the parties." Nonetheless, it is possible that the losing party in the arbitration will apply to the court for annulment of the arbitral decision, even up to the cassation level in the Supreme Court.

In addition to the provisions mentioned in Article 60 earlier, it is important to note that the validity and enforceability of final judgments in arbitration are also reinforced internationally. This is reflected in the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958) (Hikmah, 2007). Through this convention, to which 160 countries have become parties, arbitral awards are recognized and enforceable in various international jurisdictions so that with such recognition the significance of the arbitral award becomes clear i.e. the arbitral award not only has a strong legal standing at the national level but is also widely recognized in the international arena. This benefits the parties involved, provides assurance that decisions taken through arbitration have a solid legal foundation in the eyes of international law, and provides legal certainty and consistent protection. As such, parties can rest assured that the outcome of the arbitration process will be respected and enforced worldwide, providing stability and fairness in cross-border dispute resolution.

In connection with the advantages of the use of arbitration, the Peunaga Cut Ujong Road Development Agreement of West Aceh District Number 001/PUPR-ABAR/2024 can actually be said to be correct and beneficial for the implementation of construction services. In the contract itself, the arrangement can be seen in the provisions of Article 79.3 which in the article reads "In the event that deliberation for consensus is not reached, the parties agree to resolve the dispute / dispute through: The dispute board appoints the Indonesian National Arbitration Board." By referring to this clause, it can actually be explained that in the contract the parties have agreed to resolve the problem by arbitration, especially by resolving arbitration at BANI, which in this case can also be concluded that the choice of law used in resolving problems in the contract is to choose Indonesian law so that all forms of settlement implementation as occurs in the dispute must be subject to and comply with Indonesian law.

When viewed from the positive law applicable in Indonesia, the clause is actually in accordance with the provisions of Law Number 2 of 2017 concerning Construction Services (UUJK), especially in this case the provisions of Article 88 which contains procedures for resolving disputes in construction services in which the dispute must be resolved by. (1) deliberation; (2) dispute resolution efforts listed in the Construction Work Contract; (3) if not listed in the Construction Work Contract, the parties to the dispute make a written agreement regarding the settlement procedure to be chosen; (4) the next stages are mediation, conciliation, and arbitration; (5) establish a dispute board; (6) election of dispute board membership; (7) further provisions are regulated in Government Regulations.

When linking the clause in the Peunaga Cut Ujong Road Development agreement of West Aceh District Number 001/PUPR-ABAR/2024 with the provisions described in Article 88, it can be concluded that the clause has been drafted correctly. It contains a careful dispute resolution procedure, which first proposes deliberation as the first step. If the deliberation does not reach a satisfactory agreement, then the settlement proceeds through the arbitration process. In addition, the clause also regulates the mechanism for selecting members of the dispute board. In this context, the dispute board referred to is the board appointed by the Indonesian National Arbitration Board. The drafting of this clause demonstrates wisdom and seriousness in dealing with potential disputes, as well as providing a clear and structured framework for effective and efficient dispute resolution. As such, both parties can have clear guidance in handling disputes that may arise during the performance of the contract, enhancing trust and certainty in their business relationship.

The existence of a dispute resolution clause as contained in the Peunaga Cut Ujong Road Development Agreement, West Aceh District Number 001/PUPR-ABAR/2024 itself provides benefits for the parties involved in the construction service agreement because the settlement of disputes between the parties itself can provide benefits for the parties themselves, which benefits include the following (Fadillah & Putri, 2021):

1. Speed of resolution: Arbitration proceedings are usually faster than conventional court proceedings. The parties involved can set their own hearing schedule and procedures, thus speeding up the time for dispute resolution. Arbitration gives the disputing parties the flexibility to customize the rules and procedures according to their needs. This allows the dispute resolution process to be more efficient and tailored to the nature and complexity of the dispute.
2. Confidentiality: The arbitration process is confidential, which means that the dispute does not become public information. By this nature, arbitration is effective in the business world because it can maintain the business confidentiality and privacy of each party to the dispute.
3. Internationalization: Arbitration can resolve conflicts between states or between parties residing in different jurisdictions. The process favors an international context and facilitates conflict resolution in a broader scope. Arbitral awards have the same legal

force as court decisions and can be enforced in various jurisdictions, notably through the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

4. Controllable costs: Although the costs incurred in arbitration dispute resolution can be higher compared to litigation, in practice the arbitration process is generally more cost-effective. This is because the parties have an active role in the arbitration process, so that the more active the parties are, the faster the resolution of disputes that are sought to be resolved by the arbitration mechanism.

Departing from the various explanations as explained above, an explanation can actually be drawn that the inclusion of the arbitration clause as outlined in Article 79.3 in the Peunaga Cut Ujong Road Development Agreement of West Aceh District Number 001/PUPR-ABAR/2024 is in accordance with applicable regulations. This arbitration clause provides a framework that allows dispute resolution to be carried out more efficiently and effectively than conventional litigation. If properly implemented by the parties involved in the main agreement and the arbitration agreement, the parties will be able to enjoy various benefits. The first advantage is the speed of dispute resolution. The arbitration process allows the parties to determine their own hearing schedule and procedures, thus speeding up the time for dispute resolution. This is particularly important in the construction industry where delays in dispute resolution can have a significant impact on ongoing projects.

Second, confidentiality of dispute resolution is another important aspect. The arbitration process is conducted in private, so that sensitive information regarding the parties' business does not become public consumption. This is particularly beneficial for companies that wish to keep their business information and privacy confidential. Third, arbitration offers international recognition of the resulting award. Arbitral awards have the same legal force as court decisions and can be enforced in various jurisdictions, notably through the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. This is particularly relevant in the context of international business where parties are often located in different jurisdictions. Finally, while the costs incurred in arbitration dispute resolution can be higher compared to litigation, arbitration proceedings are generally more cost-effective in the long run. The parties have an active role in the process, so the more active they are, the faster the resolution of the dispute. As a result, the costs incurred in order to resolve the dispute can be reduced or adjusted to the parties' ability. Thus, the inclusion of an arbitration clause in the Peunaga Cut Ujong Road Development agreement of West Aceh District Number 001/PUPR-ABAR/2024 is not only in accordance with applicable regulations, but also provides various practical advantages that can benefit all parties involved in the agreement.

Potential Problems That Can Arise From The Arbitration Clause In The Peunaga Cut Ujong Road Construction Agreement Kab. West Aceh Number 001/Pupr-Abar/2024

The existence of the problem solving of the inclusion of the arbitration clause as explained above is actually appropriate when viewed from the applicable regulations in Indonesia, especially the regulations in Article 88 of Law Number 2 of 2017 concerning Construction Services (UUK). The UUK expressly eliminates problem-solving mechanisms in the construction sector other than by means of deliberation and alternative dispute resolution. This step is taken to ensure that any construction dispute can be resolved in a more efficient and less protracted manner in court. Settlement through deliberation and alternative dispute resolution is considered more capable of achieving fair and satisfactory results for both parties and can avoid the high cost and time burden that often occurs in litigation.

However, when viewed from its implementation in the field, the advantages described in the regulation are not always ideally realized. In practice, new problems often arise that complicate the resolution of construction services disputes. For example, there are

disagreements regarding the interpretation of the arbitration clause itself or concerns about the bias of the party selected as the arbitrator. In addition, the deliberation process, which should take place in good faith, is often hampered by the stubbornness and interests of each party who does not want to give in. This can cause deliberations to drag on without producing a satisfactory decision.

It is not uncommon for parties involved in construction disputes to feel that the arbitration process is not transparent or fair, especially if the arbitrator selected is perceived to have certain affiliations or interests. This adds to the complexity of dispute resolution efforts, where instead of resolving the problem, arbitration may trigger further dissatisfaction and lead to new disputes. Therefore, while in theory dispute resolution through arbitration and deliberation is in accordance with the applicable provisions, in reality, more effort is needed to ensure that these mechanisms are truly effective and efficient. This includes ensuring transparency, fairness, and integrity of the parties involved in the dispute resolution process.

In simple terms, with dispute resolution that can only be done through arbitration or alternative dispute resolution, it can actually cause the following potential problems:

1. **Imbalance of power:** because the arbitration settlement is carried out by two parties without involving the court, it actually has the potential to create an imbalance of power between the parties, in which case the stronger party can suppress the weaker party. Even though the arbitrators in arbitration are neutral, in practice, the stronger party can still exert a stronger influence than the other party which, if it happens, can certainly cause injustice in dispute resolution (Yamin, 2024).
2. **Reliance on the Arbitrator:** in arbitration the dispute resolution is entirely left to the arbitrator. Thus the parties are very dependent on how the arbitrator determines the way to resolve the problem and pour it into the arbitration agreement, with the large role of the arbitrator here in its implementation often resulting in the parties being unable to express what they want because of the strong role of the arbitrator in resolving construction services problems (Syarif & Jaelani, 2024).
3. **Non-appealable awards:** An arbitral award cannot be appealed. In other words, the decision reached by the arbitration process is final and binding on all parties involved. This means that if one of the parties is dissatisfied or feels aggrieved with the decision made by the arbitrators, they have no choice but to accept it and implement the decision in accordance with the applicable provisions. The absence of an appeal mechanism in arbitration is intended to provide legal certainty and speedy resolution of disputes, avoiding protracted proceedings as is often the case in conventional courts. However, the absence of an appeal is certainly detrimental to the defeated party because the defeated party may still feel that they can win the dispute and have new supporting evidence.
4. **Choice of law issues:** as is well known, the implementation of construction services often involves parties from abroad. With dispute resolution using arbitration often causes problems where the problem is that the stronger party tends to carry out dispute resolution by means of applicable law and use arbitration bodies in its area and thus of course because the weak party actually wants its rights to be fulfilled, even though the choice of law is not in accordance with its wishes the arbitration is still carried out as agreed. This is different from dispute resolution in court where in dispute resolution in court the dispute resolution is based on the principles of international civil law so that dispute resolution in connection with the choice of law can be said to be resolved more fairly.
5. **Problems of effectiveness:** construction services as we all know is something that is currently often done considering that the government is currently increasing the scale of infrastructure development in Indonesia. With the increasing number of infrastructure development, it will certainly increase the chances of conflict in the implementation of the agreement. With the increasing number of conflicts, of course the dispute resolution

will certainly not be effective if the settlement is carried out through arbitration considering that when compared between the resolution of the problem between arbitration and settlement through the court, the greater potential for problem solving using litigation or through the court so that by departing from this explanation, there is a potential conflict in construction services, it is more effective to use problem solving using litigation.

Departing from the explanation above, an explanation can actually be drawn that although dispute resolution in construction services in Indonesia through arbitration and deliberation is in accordance with applicable legal provisions (especially Article 88 of Law No. 2 of 2017 concerning Construction Services, its implementation in the field is often not ideal. Problems arise such as disagreement over the interpretation of the arbitration clause, potential arbitrator bias, imbalance of power between the parties to the dispute, and limited appeal mechanisms. In addition, the choice of law in arbitration is often imposed by the stronger party, resulting in injustice to the weaker party. To improve the effectiveness of dispute resolution, more efforts are needed to ensure transparency, fairness and integrity in the arbitration process. Finally, while arbitration is expected to avoid protracted litigation, in practice, litigation in the courts is often more effective in resolving many potential conflicts in construction services.

CONCLUSION

That the inclusion of an arbitration clause in the agreement for the construction of Peunaga Cut Ujong Road, West Aceh District Number 001/PUPR-ABAR/2024 complies with applicable regulations and offers various practical advantages. The clause allows for more efficient and effective dispute resolution than conventional litigation, with speed of resolution through flexible timelines and procedures, and confidentiality of proceedings that protect sensitive business information. In addition, arbitral awards have international recognition which facilitates enforcement in various jurisdictions, and although the initial costs of arbitration may be higher, the process tends to be more cost-effective in the long run due to the active participation of the parties. Thus, arbitration clauses not only comply with existing regulations but also provide significant benefits to all parties involved in the agreement.

That although dispute resolution in construction services in Indonesia through arbitration and deliberation is in accordance with the applicable legal provisions (particularly Article 88 of Law No. 2 Year 2017 on Construction Services), its implementation in the field is often not ideal. There are various problems such as disagreements in the interpretation of arbitration clauses, potential bias of arbitrators, imbalance of power between the disputing parties, and limited appeal mechanisms. In addition, the choice of law in arbitration is often imposed by the stronger party, causing injustice to the weaker party. To improve the effectiveness of dispute resolution, more efforts are needed to ensure transparency, fairness and integrity in the arbitration process. While arbitration is expected to avoid protracted litigation, in practice, litigation in court is often more effective in resolving many potential conflicts in construction services.

In order to improve the effectiveness of dispute resolution in construction services in Indonesia, several important steps should be taken. First, strengthening arbitration rules and guidelines by developing more detailed guidelines and intensive training for all relevant parties. Second, improving the quality and integrity of arbitrators through strict accreditation and periodic performance evaluation to prevent potential bias. Third, protection for weaker parties with regulations that prevent coercion in the choice of arbitration law as well as providing access to legal aid. Fourth, the development of a clearer and more transparent appeal mechanism so that aggrieved parties can appeal efficiently. Fifth, increased transparency in the arbitration process through publication of arbitration results and periodic

reports. Sixth, promotion of alternative dispute resolution such as mediation and negotiation with specialized training for mediators and negotiators. Finally, periodic evaluation and revision of regulations based on input from stakeholders to adjust to industry developments. With these steps, it is expected that the construction dispute resolution process will be more effective, fair and transparent.

REFERENCE

- Angelina, D., & Wahyuni, K. T. (2021). Pengaruh Infrastruktur Ekonomi dan Sosial terhadap Pertumbuhan Ekonomi Indonesia, 2015-2019. *Seminar Nasional Official Statistics, 1*, 733–742.
- Brilyawan, K., & Santosa, P. B. (2021). Pengaruh Infrastruktur Sosial dan Ekonomi Terhadap Pertumbuhan Ekonomi Indonesia Tahun 2015-2019. *Diponegoro Journal of Economics, 10*(1).
- Dodi, G. P. (2022). *Arbitrase Dalam Sistem Hukum Indonesia*. Kencana.
- Fadillah, F. A., & Putri, S. A. (2021). Alternatif Penyelesaian Sengketa Dan Arbitrase (Literature Review Etika). *Jurnal Ilmu Manajemen Terapan, 2*(6), 744–756.
- Gunadi, A., Teddy, N., & Aprilia, I. S. (2021). *Pengantar Hukum Arbitrase dan Penyelesaian Sengketa*. Guepedia.
- Hardjomuljadi, S. (2017). Peran penilai ahli dalam penanganan kegagalan bangunan dan kegagalan konstruksi (menurut UU No 18 tahun 1999 jo PP 29 tahun 2000). *Konstruksia, 6*(1).
- Hikmah, M. (2007). Pengakuan dan Pelaksanaan Putusan Arbitrase Asing di Indonesia. *Indonesian J. Int'l L., 5*, 319.
- Kusumawati, N. N. (2013). Analisis pembiayaan sektor konstruksi pada perbankan syariah di Indonesia. *Al-Muzara'ah, 1*(2), 191–203.
- Mahmud Marzuki, P. (2010). *Penelitian hukum*. Kencana Prenada Media.
- Nugroho, S. A. (2017). *Penyelesaian Sengketa Arbitrase Dan Penerapan Hukumnya*. Fajar Interpratama Mandiri.
- Romadhona, Y. S., & Siregar, K. N. (2018). Analisis sebaran tenaga kesehatan puskesmas di indonesia berdasarkan peraturan menteri kesehatan nomor 75 Tahun 2014 tentang Puskesmas. *Jurnal Kesehatan Manarang, 4*(2).
- Senirah, S., Haerani, H., & Kamil, M. I. (2022). Analisis Yuridis Tanggungjawab Kontraktor Dalam Penyelsaian Sengketa Wanprestasi Dengan Dinas Pupr Di Tinjau Dari Undang-Undang No 2 Tahun 2017 Tentang Jasa Konstruksi. *Unizar Recht Journal (URJ), 1*(3).
- Syarif, D. D., & Jaelani, E. (2024). Mekanisme Penyelesain Sengketa Perdagangan Internasional Melalui Arbitase Dalam Konvensi Uncitral. *Causa: Jurnal Hukum Dan Kewarganegaraan, 2*(8), 44–52.
- Yamin, A. F. (2024). Strategi Efektif Penyelesaian Sengketa Bisnis Dan Implikasinya Terhadap Kelangsungan Usaha Di Indonesia: Analisis Berdasarkan Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase dan Alternatif Penyelesaian Sengketa. *Meraja Journal, 7*(1), 36–47.