

Reconstruction of the Regulation on the Cancellation of Arbitration Awards by Courts in the Indonesian Legal System Based on the Principle of Finality of Arbitration and Limitation of Judicial Intervention

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ABSTRACT

Arbitration is a dispute resolution forum that upholds the principle of finality, whereby an arbitral award is final and binding on the parties. The finality of arbitral awards is a fundamental principle underlying the success of non-litigation dispute resolution mechanisms. However, in Indonesian practice, the mechanism for annulling arbitral awards through the courts is often used as an instrument of judicial intervention that weakens the finality of arbitration. This research aims to analyze the regulatory disharmony concerning the annulment of arbitral awards under Law Number 30 of 1999 and Indonesian judicial practice, and to compare it with several other legal systems. This research uses a comparative legal method with statutory, conceptual, comparative, and case study approaches by comparing the Indonesian arbitration system with those of Singapore under the International Arbitration Act, England under the Arbitration Act 1996, and the UNCITRAL Model Law. The research findings indicate that unclear boundaries of court authority, the absence of technical guidelines for judges, and a culture of judicial supremacy are the main causes of the ineffectiveness of arbitration finality in Indonesia. This research concludes that regulatory reconstruction is needed to align national standards with international practices by affirming the limits of judicial intervention, establishing Supreme Court regulations, enhancing judicial specialization, and harmonizing national arbitration law with the UNCITRAL Model Law in order to strengthen legal certainty and attract investment in Indonesia.

INTRODUCTION

Arbitration is an alternative dispute resolution that guarantees finality and legal certainty (Bagenda et al., 2025; Budiantoso et al., 2023; Junaidi et al., 2024; Nkongho, 2024). Arbitration is a form of alternative dispute resolution (ADR) that is considered more appropriate to the needs of the modern business world, which prioritizes efficiency, speed, confidentiality, and legal certainty. One of the primary advantages of arbitration compared to litigation in general courts is the principle of finality of the decision, namely that the arbitration decision is final and binding on the parties (final and binding). It is expressly regulated in Article 60 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which states that arbitration decisions have permanent legal force and cannot be appealed or cassated (Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa, Pasal 60). Thus, arbitration promises legal certainty (rechtszekerheid) which is very

important for the continuity of business relations and the investment climate (Mertokusumo, 2009).

However, within the framework of a state based on the rule of law, dispute resolution mechanisms are not only intended to provide legal certainty but also to ensure justice and compliance with the law. In this context, the role of judicial intervention becomes relevant. Judicial intervention is seen as a form of court oversight of arbitral awards, particularly in cases of alleged violation of the law, fraud, or conflict with the public interest (Chan & Khong, 2024). As affirmed in legal doctrine, the court functions as the guardian of justice and the supreme interpreter of the law, thus having the authority to correct decisions that deviate from fundamental legal principles (Rahardjo, 2006).

Tension arises when the principle of finality of arbitration guaranteed by Article 60 is confronted with the court's authority to annul an arbitration award as regulated in Article 70 of Law No. 30 of 1999 (Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa, Pasal 70). The article opens room for the court to reject an arbitration award if it is proven that: (a) letters or documents submitted in the examination are proven to be false, (b) documents of a decisive nature are hidden, or (c) deception is carried out by one of the parties in the examination of the dispute. This situation creates a legal paradox, as on the one hand, the law guarantees finality, but on the other, it also provides a mechanism to overturn that finality. This phenomenon directly impacts legal certainty and the investment climate, particularly in sectors requiring rapid and final dispute resolution, such as trade, construction, energy, and futures markets. Various studies have shown that many domestic arbitration awards have been overturned by courts for reasons inconsistent with international standards (Nasution, 2010).

Several studies have examined the problem of annulment of arbitral awards by courts in the Indonesian legal system (Fitrianggraeni et al., 2023; Jalaludin, 2023; Sari et al., 2024; Tejo et al., 2025). Rossdiono & Taqwa (2024) analyzed the impact of the Constitutional Court Decision No. 15/PUU-XII/2014 on the existence of arbitration in Indonesia, concluding that the removal of the explanation of Article 70 of the Arbitration Law has broadened the interpretation of judges and weakened the finality of arbitral awards. Bismar Nasution (2006; 2010) in several of his studies identified the problems of annulment of arbitral awards in Indonesia, including the tendency of judges to interfere with the substance of disputes that should be the authority of arbitrators. His research highlights that judicial practice often ignores the principle of arbitration finality guaranteed by law.

Meanwhile, Bedner (2010) in a study of Southeast Asian law found that judicial intervention in arbitration awards in Indonesia is much higher than in neighboring countries such as Singapore and Malaysia. The main factor identified was the culture of judicial supremacy which was a legacy of the Dutch colonial legal system. M. Yahya Harahap (2004; 2006) in his book, which is the main reference for legal practitioners in Indonesia, criticized the inconsistency of judges in applying Article 70 of the Arbitration Law, and encouraged the need for stricter restrictions on court intervention.

Another study by Anangga Rossdiono (2024) compared the practice of annulment of arbitral awards in Indonesia with international standards, and found that the absence of technical guidelines from the Supreme Court (such as Perma) is the main cause of disparity in awards between district courts. In contrast to Indonesia, countries such as Singapore and the

United Kingdom have clear technical guidelines and a strong judicial restraint culture. From the perspective of comparative law, Gary Born (2014) and Lew, Mistelis & Kröll (2003) assert that a sound modern arbitration system should limit court intervention to only very limited matters, such as serious procedural irregularities or public policy.

Thus, the research gap identified is the lack of a comprehensive study that specifically compares the system of annulment of arbitral awards in Indonesia with Singapore, the United Kingdom, and the UNCITRAL Model Law simultaneously, as well as formulating a regulatory reconstruction based on the principle of finality and limitation of judicial intervention. This research offers novelty through a comparative analysis of four legal systems at once, as well as concrete recommendations in the form of affirmation of intervention limits, the establishment of Perma, increasing the specialization of judges, and harmonization with Model Law.

Based on this background, this study aims to analyze the disharmony of the regulation of annulment of arbitral awards in Law No. 30 of 1999 and Indonesian judicial practices, and compare them with the legal systems of Singapore, the United Kingdom, and the UNCITRAL Model Law. The theoretical benefit of this research is to enrich the study of arbitration law, especially related to the balance between the principle of finality and judicial intervention. Practically, this study provides recommendations for policymakers and the Supreme Court in reconstructing the regulation of annulment of arbitral awards in order to improve legal certainty and investment climate in Indonesia.

METHOD

This study uses a normative legal research method with a comparative law approach, which is conducted through four approaches. First, the statutory approach is used to analyze Articles 60, 61, and 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Second, the conceptual approach is applied to examine the principle of arbitration finality and judicial intervention. Third, the comparative approach is used to compare the system for annulling arbitral awards in Indonesia with those in Singapore under the International Arbitration Act 1994, the United Kingdom under the Arbitration Act 1996, and the UNCITRAL Model Law. Fourth, the case approach is applied to analyze court decisions related to the annulment of arbitral awards. The legal materials used consist of primary legal materials, including the Arbitration Law, the New York Convention, and foreign regulations; secondary legal materials, including textbooks and scientific journals; and tertiary legal materials, including legal dictionaries. These materials were collected through literature study.

The data analysis technique used in this study is qualitative descriptive analysis, carried out through three stages. The first stage is data reduction, which involves selecting and grouping relevant data. The second stage is data presentation, which involves preparing comparative narratives between countries based on aspects such as grounds for annulment, limits of judicial intervention, and technical guidelines. The third stage is conclusion drawing, which involves identifying gaps between Indonesian practice and international standards and formulating regulatory reconstruction. Data analysis is also strengthened through legal interpretation, including grammatical interpretation of the text of Article 70 of the Arbitration

Law, systematic interpretation of the relationship between articles in the Arbitration Law, and teleological interpretation of the purpose of establishing the Arbitration Law.

RESULTS AND DISCUSSION

The Principle of Finality of Arbitration in the Indonesian Legal System

The principle of finality of arbitration stems from the need of business actors and the public for a dispute resolution mechanism that is fast, confidential, and free from the formalities of general courts. Historically, the practice of arbitration has been known since the kingdom and colonial era, where disputes were resolved through mutually agreed mediators. In the context of modern Indonesia, arbitration began to gain a legal basis with the enactment of the Regulation on *Rechtsvordering* (Rv), specifically Articles 615–651, which regulate dispute resolution through arbitration institutions (Reglement op de Rechtsvordering, Staatsblad 1847 No. 52, Pasal 615–651).

After independence, arbitration regulations continued to develop until the enactment of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which expressly stipulates that arbitration decisions are final and binding. This principle originates from the belief that parties who choose arbitration have surrendered the resolution of their dispute to the arbitrator, and are therefore obligated to respect the decision without resorting to appeals or cassation as in the conventional judicial system (Gautama, 1999).

The development of arbitration finality is inseparable from the influence of economic globalization and international trade integration, where Indonesia became part of the international legal regime through the ratification of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards in 1981 (Keputusan Presiden Nomor 34 Tahun 1981). This Convention affirms that each participating country is obliged to recognize and enforce foreign arbitral awards without reviewing the substance of the case, except in certain cases, such as violations of public policy.

Finality is the soul and main pillar of the arbitration system. In arbitration legal theory, this principle ensures that the arbitration process does not become a mere "shadow court" but truly functions as an independent alternative to the court system.

The finality of arbitration has several important implications:

1. There is no ordinary legal remedy (non-appealable) against arbitration decisions.
2. Binding effect for parties who have agreed to use arbitration.
3. Legal certainty for business actors to prevent protracted disputes (Harahap, 2006).

The principle of finality also reflects party autonomy, namely the right of the parties to determine their own method of dispute resolution. Therefore, the state, through public courts, should not interfere with or reassess the arbitrator's decision except in extraordinary circumstances, such as a violation of fundamental principles of justice or an invalid procedure (Lew, Mistelis, & Kröll, 2003).

In the context of alternative dispute resolution (ADR), finality is the key distinction between arbitration and other mechanisms such as mediation or conciliation. While mediation is non-binding, arbitration produces a binding decision, legally ending the dispute without the possibility of appeal or cassation (Redfern & Hunter, 2015).

Law Number 30 of 1999 became a national legal milestone that emphasized the principle of finality in arbitration. Several key articles governing this include:

Article 60:

"The arbitration award is final and has permanent legal force and is binding on the parties." (Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa, Pasal 60–61).

Article 61:

"An arbitration award cannot be appealed, cassated, or subject to judicial review."

Thus, Indonesian positive law has closed the door for parties to challenge the substance of an arbitration award in court.

However, in practice, Article 70 of the Arbitration Law allows district courts to annul an arbitration award under very limited circumstances, namely:

1. If a letter or document is found to be forged.
2. If a document is found to have been concealed by the opposing party.
3. If the arbitration award is based on deception by one of the parties.

Although this annulment is intended as a minimal judicial oversight mechanism, practice shows that judges often broaden their interpretation of Article 70, thereby undermining the principle of finality of arbitration. It is especially true following the Constitutional Court's ruling that the Explanation to Article 70 of Law No. 30 of 1999 contradicts the 1945 Constitution and is not legally binding. Therefore, the explanation to the article is deemed to be repealed, while Article 70 itself remains in effect, but without the previous explanation that required prior proof in court (Bedner, 2010; Rossdiono & Taqwa, 2024).

Several legal studies have criticized this practice for creating a normative tension between the principle of arbitral finality and judicial intervention. This undermines the effectiveness of arbitration and undermines business confidence in non-litigation dispute resolution mechanisms (Nasution, 2006).

Judicial Intervention in the Annulment of Arbitration Awards

Indonesian judicial practice demonstrates several patterns of intervention:

1. Courts examine the merits of disputes, even though this is not permitted.
2. The interpretation of Article 70 is broadened, for example, by making "violating public order" a reason for annulment.
3. The examination of the arbitrator's authority is conducted substantively, not merely formally.
4. Decisions by BANI and other domestic arbitration institutions are annulled for minor administrative reasons.

The contributing factors include:

- a. The paradigm of judicial supremacy.

The view that places the court as the apex of all dispute resolution mechanisms. Judges believe that no decision is beyond the court's control, including arbitration awards (Nasution, 2006).

The legacy of Dutch colonial legal culture—which places judges as the highest authority in legal practice—still influences the perspectives of some Indonesian judges (Lev, 1972). As a result, even though the law affirms the finality of arbitration, judges still feel they have a substantive obligation to assess:

- 1) whether the arbitrator applied the law correctly,

- 2) whether the award was fair,
- 3) whether there were errors in reasoning.

This type of substantive examination, however, contradicts the principles of party autonomy and the finality of arbitration.

b. Lack of a Supreme Court Regulation as a guideline.

To date, the Supreme Court has not issued a specific Supreme Court Regulation (Perma) regarding the procedures for examining the annulment of an arbitration award. As a result, each district court uses its own approach, resulting in conflicting decisions and disparities between courts.

Without technical guidelines, judges:

- 1) Use civil procedural law analogously,
- 2) Interpret "against public order" subjectively,
- 3) Include reasons outside Article 70,
- 4) Examine substantive evidence.

This differs from countries that have adopted the Model Law. Singapore has issued Rules of Court regarding arbitration matters, while the UK has the Arbitration Claim Rules that limit judges' latitude (Singapore International Arbitration Act 1994; UK Arbitration Act 1996; UNCITRAL Model Law).

c. Lack of competence among judges in arbitration.

Arbitration is a highly technical mechanism, requiring an understanding of:

- 1) the principle of party autonomy,
- 2) the theory of competence-competence,
- 3) international standards for annulment of arbitration,
- 4) the concept of serious irregularity,
- 5) the limits of procedural fairness (natural justice).

However, many civil judges have not received in-depth education in international arbitration. The consequences (Mahkamah Agung RI, 2010):

- 1) Judges have difficulty distinguishing between errors in *judicando* (errors in judgment) and errors in procedure (which can be overturned).
- 2) Judges tend to evaluate arbitration awards like ordinary civil decisions.
- 3) International standards are not applied.

According to several studies, improving judicial competence is key to reducing inappropriate judicial intervention (Born, 2014).

d. Legalistic-administrative mindset.

The legalistic-administrative mindset emphasizes the notion that "even the slightest procedural error" can invalidate an arbitration award, for example:

- 1) Mistakes in naming names,
- 2) Administrative errors in the delivery of the award,
- 3) Wording discrepancies in the arbitration agreement.

Several district court decisions have annulled arbitration awards not due to a violation of principle, but due to simple administrative errors (Putusan PN Jakarta Pusat No. 408/Pdt.G/2012/PN.Jkt.Pst).

This mindset runs counter to international practice, where only serious irregularities or procedural violations can overturn an arbitral award. Consequently, arbitration annulments have become too easy, undermining the credibility of domestic arbitration.

Comparison of Legal Systems

In the context of international law, the principle of finality of arbitration is applied more strictly and consistently than in Indonesian practice. This paper compares Indonesia with several leading arbitration systems:

1. Singapore (International Arbitration Act)

Singapore adopted the International Arbitration Act 1994, which is based on the UNCITRAL Model Law on International Commercial Arbitration (1985). The principle of finality is guaranteed by limiting court intervention to cases of serious violations of procedure or public policy. There is no room for reviewing the substance of an arbitral award. The IAA reinforces finality by limiting the grounds for annulment and emphasizing that courts should not act as an appellate level from the arbitral tribunal. Setting aside a decision is the primary judicial intervention mechanism, but it is an exceptional remedy (International Arbitration Act 1994 [Singapore], Cap. 143A, ss. 3, 24; UNCITRAL Model Law on International Commercial Arbitration, 1985, as amended 2006).

Grounds for setting aside a decision solely under Article 34 of the Model Law include (UNCITRAL Model Law, Article 34(2)):

1. Incompetence of the parties or invalidity of the arbitration agreement.
2. Breach of the opportunity to be heard.
3. The award is beyond its jurisdiction (*ultra petita*).
4. The composition of the tribunal or the procedure does not conform to the agreement of the parties.
5. The subject matter of the dispute is not arbitrable.
6. The award is contrary to public policy.

These reasons are limited and are interpreted restrictively by the courts. Singaporean courts exercise a high degree of judicial restraint.

2. England (Arbitration Act 1996)

England is one of the most influential jurisdictions in the development of international arbitration law. Through the Arbitration Act 1996, England established two key principles of modern arbitration: the finality of arbitral awards and limited judicial intervention. In England, the finality of arbitral awards is highly respected, but the system still provides limited scope for courts to correct certain errors to maintain the integrity of the process. This balancing between finality and judicial control is reflected in the Arbitration Act 1996 ("AA 1996"), which is considered to be one of the most comprehensive and influential arbitration legal frameworks in the world (Lew, Mistelis, & Kröll, 2003).

Under the Arbitration Act 1996, the UK provides a limited right of appeal, which can only be exercised with the permission of the court if it concerns a pure question of law. Furthermore, the court is prohibited from re-evaluating facts or evidence that the arbitrator has already considered (Arbitration Act 1996 [UK], ss. 68–69).

Annulment is only permitted on two grounds:

1. serious irregularity (Article 68), serious procedural violation
2. substantive jurisdiction (Article 67).

The court may annul the award in whole or in part if the tribunal lacks jurisdiction or acts beyond its jurisdiction. English courts view arbitration as a "forum chosen by the parties," so the court may not override the arbitrator's judgment.

3. UNCITRAL Model Law

The UNCITRAL Model Law was designed to harmonize international arbitration law. Central to the Model Law's design is the principle of finality, which grants full autonomy to the arbitration process and minimal intervention by national courts. However, as part of its checks and balances mechanism, the Model Law still provides for judicial oversight through a very limited and exclusive provision aside.

The Model Law stipulates that court intervention may only occur under very limited circumstances and emphasizes that arbitral awards must be enforced promptly upon their issuance. The model law has become a reference for many countries seeking to strengthen their arbitration systems (UNCITRAL, 2008) The principle of finality is embodied in strict limitations on grounds for annulment. Article 34(2) of the UML limits grounds for annulment to specific clauses, such as:

1. Incompetence of the parties,
2. invalidity of the arbitration agreement,
3. failure of the parties to defend themselves,
4. The decision exceeds the arbitrator's authority (excess of jurisdiction),
5. The composition of the tribunal is not in accordance with the agreement, and
6. violation of public policy (UNCITRAL Model Law on International Commercial Arbitration, 1985, as amended 2006, Article 34).

This reasoning is taxative, not open-ended, thus strengthening the finality of arbitral awards.

This comparison shows that countries with modern arbitration regimes generally apply the principle of finality strictly and consistently, in contrast to Indonesia, which still faces obstacles in its implementation due to judicial inconsistencies and disharmony in legal norms.

Table 1. Comparison of Key Findings

Aspects	Indonesia	Singapore	English	Model Law
Finality	Weak in practice	Very strong	Strong	Strong
Reasons for cancellation	Limitative, but broad in interpretation	Very strict	Very strict	Strong
Court's stance	Interventional	Restraints	Restraint	Restraint
Technical guidelines	None	Yes	Yes	Yes

Source: data processed by the author

Comparative conclusion: Indonesia is the weakest in implementing arbitration finality due to uncontrolled judicial intervention.

4. Reconstruction of the Regulation on the Cancellation of Arbitration Awards

Regulatory and institutional reconstruction is needed to strengthen the finality of arbitration. Reconstruction proposals include:

1. Affirming the limits of judicial intervention
Law 30/1999 needs to be revised to:
 - a. clarify the grounds for annulment,
 - b. explicitly prohibit the assessment of the substance of the dispute by judges.
2. Establish a Supreme Court Regulation (Perma).
The Perma must regulate:
 - a. Standards for examining annulments,
 - b. The concept of limited public order,
 - c. Prohibition on examining the substance of the case,
 - d. Deadlines for settlement.
5. Judges' education and specialization
Judges examining annulments of arbitration must:
 - a. Have arbitration training,
 - b. Understand international standards.
6. Harmonization with Model Law
Law 30/1999 must be adjusted to the following principles:
 - a. Restraint:
 - 1) The court refrains from reviewing the substance of an arbitration award.
 - 2) The court only intervenes in limited matters, such as violations of due process or public policy.
 - 3) The court does not act as an appellate court.
 - 4) The finality of the arbitration award is upheld.
 - c. Party autonomy:
The parties have ultimate authority to determine:
 - 1) How their dispute is resolved,
 - 2) What law applies,
 - 3) Who makes the decision (the arbitrator),
 - 4) What procedure to use,
 - 5) The place of arbitration,
 - 6) The language of the arbitration, and
 - 7) The form of the award.
 - d. Serious irregularity test:
There must be a serious irregularity affecting the award, and that irregularity causes substantial injustice to one of the parties. This means that not all procedural errors open the door to annulment. Only exceptionally serious violations that cause real injustice can be used as grounds for annulment.

CONCLUSION

The finality of arbitration in Indonesia has been significantly weakened by judicial intervention that exceeds the normative limits of Article 70 of Law 30/1999. The main problem lies not in the norm, but in judicial interpretation and practice. Comparisons with Singapore,

the United Kingdom, and the Model Law show that countries with strong arbitration finality have strict limits on judicial intervention, clear technical guidelines, and a culture of judicial restraint. Therefore, Indonesia should adopt a similar model to strengthen legal certainty and attract investment.

Based on these conclusions, this study proposes the following suggestions. For policymakers, it is recommended to revise Law No. 30 of 1999 by affirming the limits of judicial intervention, adopting the concept of serious irregularity test, and harmonizing it with the UNCITRAL Model Law. For the Supreme Court, immediately issue a Perma on the procedure for annulling arbitral awards and improving the competence of judges through special arbitration training. For the judge, applying the principle of judicial restraint and not assessing the substance of the dispute. For business actors, it is more selective to choose an arbitration forum and draft a comprehensive arbitration clause. For future researchers, it is recommended to conduct empirical research on the cancellation decision after the Constitutional Court Decision No. 15/PUU-XII/2014 as well as comparative research with other ASEAN countries. The implementation of these suggestions will strengthen the finality of arbitration, increase legal certainty, and attract investment in Indonesia.

REFERENCES

- Arbitration Act 1996, c. 23 (UK). <https://www.legislation.gov.uk/ukpga/1996/23>
- Bagenda, C., Bidasari, A., & Handoyo, B. T. (2025). Legal certainty on business dispute resolution through arbitration. *International Journal of Health, Economics, and Social Sciences (IJHESS)*, 7(3), 1199–1203.
- Bedner, A. W. (2010). Judicial interference in Indonesian arbitration. *Journal of Southeast Asian Law*, 12(3), 233–250.
- Born, G. (2014). *International commercial arbitration* (2nd ed.). Kluwer Law International.
- Budiantoso, B. M., Hidayat, D., Asmara, T., & Gunawan, M. S. (2023). Final legal certainty and binding of arbitration awards in business dispute settlement at the Indonesian National Arbitration Board (BANI). *Hermeneutika: Jurnal Ilmu Hukum*, 7, 340–360.
- Chan, D., & Khong, E. (2024). Re-calibration of curial intervention in public policy challenges against arbitral awards. *Journal of International Arbitration*, 41(3).
- Fitrianggraeni, S., Fauziah, E. F., & Purnama, S. (2023). Dealing with unsatisfactory arbitral awards: Observing the grounds of annulment of arbitral awards in Indonesia. *Journal of International Arbitration*, 40(6).
- Gautama, S. (1999). *Hukum arbitrase internasional*. Alumni.
- Harahap, M. Y. (2006). *Arbitrase: Penyelesaian sengketa di luar pengadilan*. Sinar Grafika.
- International Arbitration Act 1994 (Cap. 143A) (Singapore). <https://sso.agc.gov.sg>
- Jalaludin, D. (2023). Exequatur of sharia economic sector arbitration awards in the national legal system. *Al-Muamalat*, 10(2), 113–120.
- Junaidi, J., Hardyansah, R., & Putra, A. R. (2024). Business dispute resolution through arbitration and mediation within the national legal framework. *Journal of Social Science Studies*, 4(1), 423–436.
- Keputusan Presiden Nomor 34 Tahun 1981 tentang Pengesahan “Convention on the Recognition and Enforcement of Foreign Arbitral Awards” [Ratification of the 1958 New York Convention] (Indonesia).

- Lev, D. S. (1972). *Judicial institutions and legal culture in Indonesia*. University of Washington Press.
- Lew, J. D. M., Mistelis, L. A., & Kröll, S. M. (2003). *Comparative international commercial arbitration*. Kluwer Law International.
- Mahkamah Agung Republik Indonesia. (2010). *Cetak biru pembaruan peradilan 2010–2035*. Mahkamah Agung RI.
- Mertokusumo, S. (2009). *Penemuan hukum: Sebuah pengantar*. Liberty.
- Nasution, B. (2006). Problematika pembatalan putusan arbitrase di Indonesia. *Jurnal Hukum dan Pembangunan*, 36(2), 211–228.
- Nkongho, E. A. (2024). Alternative dispute settlement in international law: Resolving commercial disputes through arbitration. *Saudi Journal of Economics and Finance*, 8, 149–166.
- Redfern, A., & Hunter, M. (2015). *Redfern and Hunter on international arbitration* (6th ed.). Oxford University Press.
- Reglement op de Rechtsvordering (Rv), Staatsblad 1847 No. 52, Pasal 615–651 (Netherlands Indies).
- Rosdiono, A. W., & Taqwa, M. D. (2024). Dampak dari Putusan No. 15/PUU-XII/2014 terhadap eksistensi arbitrase di Indonesia: Menguji kembali pembatalan putusan arbitrase. *BANI Arbitration Law Journal*, 1(1).
- Sari, N. J., Zulfikar, A. A., & Dorlah, S. (2024). Implementation of international arbitration awards in Indonesia from the perspective of legal value theory. *Jurnal Media Hukum*, 31(1), 167–185.
- Tejo, E. S., Wiradirja, I. R., & Gunawan, V. (2025). Violation of arbitration principles in the cancellation of national and international arbitration decisions by judicial institutions. *International Journal of Research and Review*, 12(1), 10–52403.
- Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 138 (Indonesia).