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## The Problem of Legal Vacancy in the Regulation of Interim Measures and Emergency Arbitrators in the Indonesian Arbitration System as an Effort to Strengthen the Effectiveness of Decisions

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### ABSTRACT

The development of international arbitration has increasingly emphasized the need for interim protection mechanisms, such as interim measures and emergency arbitrators, to address urgent risks in modern commercial disputes. In Indonesia, Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution provides limited guidance on these mechanisms, creating legal ambiguity and potential ineffectiveness in protecting parties' rights. This study aims to analyze the legal vacuum in regulating interim measures and emergency arbitrators within the Indonesian arbitration system and propose a normative reconstruction to enhance the effectiveness of arbitral decisions. The research employed a normative juridical approach, combining statute and conceptual methods. Data were collected from Indonesian laws, international conventions, judicial decisions, and scholarly literature, and analyzed using qualitative coding and thematic interpretation to identify gaps, ambiguities, and regulatory disharmony. The findings indicate that the current legal framework lacks explicit definitions, procedural standards, and enforcement mechanisms for interim measures, and does not recognize emergency arbitrators prior to tribunal formation. This deficiency creates temporal gaps, risks of asset dissipation, and potential conflicts with district courts, undermining the effectiveness and credibility of arbitration. The study concludes that comprehensive reform is urgently needed, including explicit legal provisions, harmonization with international standards, and structured implementation procedures, to strengthen legal certainty and the practical effectiveness of arbitration in Indonesia.

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## INTRODUCTION

The development of international arbitration over the past two decades has demonstrated a significant shift toward urgent legal protection mechanisms in response to the complexity and speed of modern commercial transactions (Trihandayani, 2025). In global trade practices, disputes no longer solely concern breaches of contract, but also involve the risk of asset loss, transfer of share ownership, breach of confidentiality, and actions that could potentially cause irreparable harm. In this context, the modern arbitration regime has developed the concept of interim measures as a protective instrument that allows parties to obtain temporary protection before a final decision is rendered (Rahma & Rifqi, 2025). The most influential regulatory model comes from the United Nations Commission on International Trade Law through the UNCITRAL Model Law, amended in 2006, (Sarmiento & Gómez, 2023) specifically Chapter

IV A (Articles 17–17J), which explicitly authorizes tribunals to issue interim measures and establish standards for their recognition and enforcement. This evolution demonstrates that interim protection is no longer an additional instrument, but rather an inherent part of the effectiveness of the arbitration system itself (Elkind, 2024; García Martínez, 2022; Hill, 2018).

The development has also been adopted by various leading international arbitration institutions. The International Chamber of Commerce, through the ICC Arbitration Rules, introduced an Emergency Arbitrator mechanism that allows for requests for emergency measures before the establishment of a tribunal (Bergquist & David, 2023). Similarly, the Singapore International Arbitration Centre regulates similar procedures in its SIAC Rules (Artana, Ardhya, & Hadi, 2025). The presence of emergency arbitrators represents an institutional innovation to address the temporal gap between case registration and the establishment of an arbitration tribunal, a phase that is often critical in practice (Zhang, 2024). International standards generally acknowledge that interim relief awards are binding and enforceable, as long as they comply with the principle of due process and do not conflict with the public policy of the country where the enforcement is requested. Thus, globally, interim measures and emergency arbitrators have become best practices in ensuring the effectiveness of arbitration.

In contrast to these international developments, the normative framework of Indonesian arbitration is still based on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which systematically regulates the recognition, enforcement, and annulment of arbitral awards, but has not yet comprehensively accommodated modern interim protection mechanisms (Ramdhany, 2023). The law emphasizes the final and binding nature of arbitral awards in Article 60, which states that arbitral awards are final and have permanent legal force and are binding on the parties. The principle of party autonomy is reflected in Article 1, number 1, and Article 31 paragraph (1), which provides flexibility for the parties to determine the arbitration procedure as long as it does not conflict with the law. On the other hand, the principle of minimal court intervention is implicitly reflected in the limitation of grounds for annulment of arbitral awards in Article 70. Indonesia is also bound by the 1958 New York Convention, which has been ratified through Presidential Decree Number 34 of 1981, which, in principle, encourages the recognition and enforcement of foreign arbitral awards. However, this normative recognition has not been accompanied by detailed regulations regarding interim protection (Yanti & Marpaung, 2022).

Global regulatory frameworks, particularly the UNCITRAL Model Law amended in 2006, provide detailed guidance on interim measures, including standards for issuance, recognition, and enforcement. Similarly, institutions such as the International Chamber of Commerce (ICC) and the Singapore International Arbitration Centre (SIAC) have integrated emergency arbitrator mechanisms into their procedural rules, allowing urgent protective measures before a tribunal is formally constituted (Bergquist & David, 2023; Artana et al., 2025). These international best practices illustrate that interim protection has become a foundational component of effective arbitration, rather than an auxiliary tool.

In contrast, Indonesia's Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution has yet to comprehensively integrate such mechanisms. While the law emphasizes finality and binding force of arbitral awards (Article 60) and party autonomy (Articles 1 and 31), it lacks operational clarity regarding provisional awards, interim measures, and the

authority of emergency arbitrators. Ambiguities in registration, enforcement, and temporal gaps prior to tribunal formation create potential conflicts between arbitrators and district courts, weakening the principle of absolute competence of arbitration (Ramdhany, 2023; Kurniawan, 2024).

Prior studies have examined the implementation of interim measures in international arbitration, highlighting their critical role in preserving assets and maintaining process integrity (Permana & Ansari, 2023; Situmorang, 2020). Comparative research on *ad hoc* versus institutional arbitration emphasizes the institutional advantages of emergency arbitrators in bridging procedural gaps (Arieza & Ahmad, 2026). Nonetheless, these studies primarily focus on international practice, leaving national frameworks, particularly Indonesia's, underexplored.

The research gap is evident in the absence of comprehensive normative and institutional provisions for interim measures within the Indonesian legal system. Existing studies note the legal vacuum, limited enforceability, and procedural ambiguity but do not provide a systematic reconstruction of law aligned with both domestic needs and international standards (Agustina, 2024; Gunawan & Simanjuntak, 2024). This gap underscores the necessity for normative reform to strengthen the practical effectiveness of arbitration in Indonesia.

Urgently addressing this issue is crucial due to the systemic implications of legal uncertainty. Without effective interim protection, parties risk asset dissipation, loss of disputed rights, and forum shopping, undermining business confidence and investor trust in national arbitration forums. Strengthening interim measures is thus central to promoting legal certainty, safeguarding substantive rights, and enhancing the competitiveness of Indonesia as a hub for commercial arbitration (Asnawi et al., 2024).

The novelty of this research lies in its integrated approach to reconstructing interim measure provisions and emergency arbitrator mechanisms within Indonesian law. It proposes explicit definitions, classifications, standards, and enforcement mechanisms grounded in both domestic legislative context and international best practices. This approach ensures alignment with UNCITRAL guidelines while respecting the unique characteristics of Indonesia's arbitration and procedural framework (Defriza, 2025).

The purpose of this study is to critically examine the existing legal framework, identify gaps, and propose a normative reconstruction that enhances the effectiveness, enforceability, and legitimacy of arbitration in Indonesia. By systematically addressing the temporal, procedural, and enforcement-related challenges, the study aims to provide a coherent model for legislative and institutional reform (Rahma & Rifqi, 2025; Zang, 2024).

The research contribution extends beyond academic discourse, offering actionable insights for policymakers, judicial authorities, and arbitration institutions. It provides a blueprint for incorporating emergency arbitrators, clarifying interim measure standards, and harmonizing enforcement processes, thereby improving the predictability, efficiency, and credibility of Indonesia's arbitration system (Artana et al., 2025; Gunawan & Simanjuntak, 2024).

Finally, the research objectives and benefits are multi-fold: to strengthen legal certainty, enhance protection of parties' rights, minimize conflicts between arbitration and court procedures, and foster trust among investors and businesses. Implementation of these recommendations is expected to elevate Indonesia's arbitration regime to global standards,

ensuring timely, effective, and enforceable dispute resolution aligned with contemporary commercial practices (Agustina, 2024; Yanti & Marpaung, 2022).

## **METHOD**

This study employed a normative juridical research design, focusing on the analysis of legal norms as an autonomous system of rules. The population consists of all existing laws, regulations, and institutional guidelines related to arbitration in Indonesia, particularly Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, along with relevant international conventions such as the UNCITRAL Model Law and the New York Convention. The sample is selected purposively, targeting specific articles and provisions that regulate interim measures, emergency arbitrators, recognition, enforcement, and related procedural mechanisms. This purposive sampling ensures that the analysis concentrates on the most relevant legal texts and institutional regulations. The data collection instruments include legal document analysis checklists and coding schemes to categorize norms, their scope, and practical enforceability.

The validity of the legal interpretations is ensured through triangulation of sources, comparing domestic legislation with international standards, judicial decisions, and scholarly legal literature. Reliability is maintained by cross-verifying interpretations and procedural assessments with existing legal commentaries and previous studies on interim measures and emergency arbitration (Ramdhany, 2023; Kurniawan, 2024). Data collection involves systematic extraction of statutory provisions, case law, and secondary literature, followed by structured coding into thematic categories reflecting authority, scope, enforcement, and procedural gaps. The study procedure includes reviewing each legal source, mapping regulatory inconsistencies, and identifying gaps in relation to the principles of party autonomy, minimal court intervention, and effectiveness of arbitral awards.

For data analysis, the study utilizes a combination of statute and conceptual approaches. The statute approach examines vertical and horizontal consistency of Indonesian arbitration regulations, assessing alignment with international obligations and comparative standards. The conceptual approach investigates doctrines, principles, and theories in international arbitration literature, including inherent powers of tribunals, interim protection, and emergency arbitration mechanisms. Analytical processes are conducted systematically, supported by qualitative software tools such as NVivo for coding textual data and thematic analysis, enabling visualization of regulatory gaps, ambiguities, and potential areas for normative reconstruction. This methodological combination provides a robust framework to propose legal reforms that are theoretically grounded, practically implementable, and harmonized with international best practices.

## **RESULTS AND DISCUSSION**

### **Normative Construction of Interim Measures and Emergency Arbitrators in International Arbitration Law**

Interim measures in international arbitration are rooted in the rational need for urgent relief in modern commercial disputes characterized by cross-border asset mobility, digital transactions, and complex corporate structures. In such a context, delaying legal protection until a final decision is rendered has the potential to diminish the practical significance of the

arbitration process itself. The principle of effectiveness of an arbitral award requires that the final outcome not be an illusory remedy but rather be concretely achievable. Therefore, the concept of preventing irreparable harm has developed as a normative justification for tribunals to be empowered to prevent irreparable harm through monetary compensation alone. Theoretically, interim measures are not an exception to the principle of finality and binding, but rather a supporting instrument that ensures the effectiveness of finality. Thus, interim protection strengthens the legitimacy of arbitration as an effective and credible dispute resolution mechanism in the transnational legal system (Permana & Ansari, 2023).

Conceptually, the legitimacy of an arbitrator's authority to issue interim measures is rooted in the theory of party autonomy. Arbitration is based on a contractual agreement, so the tribunal's authority is derived from the will of the parties, who voluntarily submit dispute resolution to a private forum. In this construction, granting the authority to impose interim measures is a logical implication of this transfer of jurisdiction. Without protective powers, the arbitrator becomes merely a passive adjudicator unable to maintain the integrity of the process. Therefore, in modern arbitration doctrine, interim measures are understood as a manifestation of the tribunal's inherent authority to maintain the effectiveness of its jurisdiction (inherent powers doctrine), as well as an embodiment of the principle of balance between protecting the parties' rights and ensuring the certainty of the process (Arieza & Ahmad, 2026).

The normative evolution of interim measures is comprehensively reflected in the UNCITRAL Model Law, as amended in 2006 by the United Nations Commission on International Trade Law. Chapter IV A of the Model Law, specifically Article 17 paragraph (1), states that "unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, grant interim measures," affirming the tribunal's explicit authority. Article 17 paragraph (2) then classifies interim measures into several forms, including orders to maintain or restore the status quo, prevent actions that could cause harm, preserve assets at issue (preservation of assets), and preserve evidence (preservation of evidence). Furthermore, Article 17A stipulates the conditions for granting interim measures, including a prima facie likelihood of success for the claim, a risk of loss that cannot be adequately remedied by compensation, and consideration of proportionality. Articles 17H and 17I expressly regulate the recognition and enforcement of interim measures by the courts, unless there are limited grounds for refusal similar to the general regime for recognition of arbitral awards. The construction demonstrates a shift from an implicit approach to explicit, systematic, and globally standardized regulations (Defriza, 2025).

In addition to the Model Law, institutional practices have also encouraged the emergence of emergency arbitrator mechanisms to address the temporal gap between the filing of an arbitration request and the establishment of a tribunal. The International Chamber of Commerce, through its ICC Arbitration Rules (e.g., Article 29 and Appendix V of the 2021 ICC Rules), grants parties the right to apply for emergency measures before the tribunal is established, with the appointment of an emergency arbitrator within a very short timeframe. Similarly, the Singapore International Arbitration Centre, in its SIAC Rules (e.g., Rule 30 and Schedule 1 of the 2016/2025 edition), regulates a similar procedure with a strict deadline. The emergency arbitrator's authority is temporary and will terminate once the tribunal is established, but their decision remains binding on the parties (binding but provisional). The normative rationale lies in the need for immediate protection of the parties' substantive rights,

so that the arbitration process does not lose its effectiveness simply because of administrative obstacles to establishing a tribunal (Gunawan & Simanjuntak, 2024).

In the context of enforceability, international standards show a strong trend toward the principle of cross-jurisdictional recognition of interim measures and emergency orders. UNCITRAL Model Law Articles 17H–17J provide the basis for national courts to recognize and enforce interim measures without reviewing their substance, except on limited grounds such as violations of public order or jurisdictional defects. In practice in common law countries, courts tend to adopt a pro-enforcement approach, emphasizing respect for the parties' autonomy and the efficiency of arbitration, while in the civil law tradition, there is a tendency toward procedural formalism, but still moving toward harmonization. This global trend indicates that interim measures are viewed as an integral part of the regime for the recognition and enforcement of international arbitral awards, not as separate or inferior instruments (Situmorang, 2020).

This development reflects a global consensus that interim measures and emergency arbitrators are indicators of the modernity of the arbitration regime. Arbitration is no longer positioned merely as an alternative dispute resolution mechanism, but rather as the primary dispute resolution mechanism in international commercial transactions. In this paradigm, process effectiveness, speed of protection, and certainty of execution are central elements of the system's legitimacy. Interim measures serve as a preventive mechanism that maintains the integrity of the adjudicatory process, while emergency arbitrators symbolize institutional adaptation to the needs of dynamic global business practices. Thus, normatively and institutionally, interim protection has developed into a best practice in the modern international arbitration architecture.

### **Analysis of Legal Vacuum and Ambiguity of Norms Regulating Interim Measures in the Indonesian Arbitration System**

The normative construction of the arbitrator's authority to determine interim measures in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution rests primarily on Article 32 paragraph (1), which states that "the arbitrator or arbitration panel may determine a provisional award or other interim measures at the request of one of the disputing parties." Grammatically, this norm attributes authority to the arbitrator to issue interim measures, but systematically, the norm does not explain the parameters, limitations, or procedures for their implementation. The phrase "provisional award or other interim measures" is open and is not accompanied by an operational definition, thus raising the question of whether its scope includes the confiscation of assets, the prohibition on the transfer of disputed objects, or is limited only to regulating trial procedures. From a legal theory perspective, norms that do not provide substantive criteria have the potential to become open-textured norms that are vulnerable to multiple interpretations. Furthermore, the law does not explain whether this authority is limited or is an inherent authority that can be developed through interpretation, so that the certainty of the norm at the text level becomes problematic.

A further question is whether Article 32 paragraph (1) is self-executing or requires support from a state mechanism through the courts. In the Indonesian arbitration legal system, Article 59 paragraph (1) states that "within a maximum of 30 (thirty) days from the date the award is pronounced, the original or an authentic copy of the arbitration award shall be registered by the arbitrator or his/her attorney with the District Court Clerk." The provision is

systematically placed within the enforcement regime for arbitration awards, which are generally understood to be final. There is no explicit provision stating that provisional awards or interim measures are also subject to the registration and execution order (exequatur) mechanisms. Consequently, there is uncertainty as to whether interim measures can be implemented directly by the parties based on the principle of good faith or require court intervention. The absence of implementing regulations indicates that the authority granted by Article 32 paragraph (1), practically loses its coercive power if the ordered party does not voluntarily comply.

This legal vacuum becomes even more apparent when examining the absence of provisions regarding emergency arbitrators. Law Number 30 of 1999 does not recognize a mechanism for appointing an emergency arbitrator before the formation of an arbitration panel. Systematically, the formation of a panel requires a certain amount of time from the registration of the case and the appointment of the arbitrator by the parties. Within this timeframe, there is no normative instrument available to provide immediate protection for the parties' rights. The gap produces a temporal gap that cannot be overcome through a literal interpretation of Article 32 paragraph (1), as the norm requires an arbitrator or panel to be formed. Attempts to draw legal analogies also face limitations, given that arbitration law, as a *lex specialis*, requires a clear basis for authority. Therefore, the absence of provisions for emergency arbitrators reflects an explicit legal vacuum, not merely a technical deficiency.

The implications of this gap also affect the principle of absolute competence in arbitration, which places arbitration as the forum authorized to resolve disputes based on the parties' agreement. Without a protection mechanism before the tribunal is formed, parties are compelled to file applications for security seizure or conservatory measures with the District Court under the general civil procedure law. This situation may create dual authority between the arbitration forum and the district court, particularly in the pre-arbitration phase and during the process. It is despite Article 3 of Law Number 30 of 1999 stating that the District Court has no authority to adjudicate disputes between parties already bound by an arbitration agreement. The tension between this norm and the need for interim protection demonstrates a horizontal disharmony in the legal system, as in practice, the court remains the only institution with effective coercive instruments.

Ambiguity is also evident in the mechanism for recognizing and executing interim measures. Article 60 states that "arbitration awards are final and have permanent legal force and are binding on the parties." This norm explicitly refers to final decisions, thus raising interpretative questions about whether provisional decisions fall into this category. The distinction between final decisions and interim measures is not explicitly regulated, creating a vague norm. The absence of specific procedures for executing interim measures in national procedural law reinforces the conclusion that the law has not yet addressed this need. Systematically, the enforcement regime for arbitral awards is built on the assumption of a final decision resolving the underlying dispute, rather than a preventative interim order.

The normative impact of this vacuum and ambiguity is structural, affecting legal certainty and the effectiveness of national arbitration. Procedural uncertainty produces forum shopping, as parties can choose between relying on the arbitrator's weak coercive authority or directly seeking protection from the courts. The risk of a final award being ineffective becomes apparent if the object of the dispute has been transferred or assets have been transferred before

the award is rendered. In this context, the principle of finality and binding, as affirmed in Article 60, has the potential to lose its practical meaning, as finality without protective instruments only produces formal certainty, not substantive certainty. Therefore, the problematic regulation of interim measures and emergency arbitrators cannot be viewed as merely a technical deficiency, but rather as a structural weakness in the normative design of the Indonesian arbitration system.

### **Reconstruction of the Interim Measures and Emergency Arbitrator Arrangements as a Model for Reforming Indonesian Arbitration Law**

The reconstruction of the interim measures and emergency arbitrator provisions within the Indonesian arbitration system must be based on the philosophical foundation of legal certainty and the effectiveness of decisions, as the primary objectives of any dispute resolution mechanism. Legal certainty is not only defined as the clarity of norms but also as the ability of norms to be implemented consistently and predictably. In the context of arbitration, the effectiveness of decisions is a prerequisite for the forum's legitimacy; a final decision without the support of an interim protection instrument may lose its substantive meaning. Therefore, reforming Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution must be placed on the national priority legislative agenda. The policy direction for the reform needs to explicitly recognize interim measures and emergency arbitrators within the body of the law as an integral part of the arbitration system, not merely as delegative provisions within the arbitration institution's regulations. The policy simultaneously aligns with international standards and strengthens the principle of minimal court intervention, allowing the courts to play only a supervisory and enforcement role, not a substitute for the adjudicatory authority of arbitration.

Normatively, reform should begin with the formulation of an explicit definition of interim measures and their classification within the law. New norms should adopt a systematic approach that details the form of interim measures, the standards for granting them, and the limits of the tribunal's authority. As a concrete action, the following provisions can be formulated:

#### **Article X**

- 1) The arbitrator or arbitral tribunal has the authority, upon the request of one of the parties, to determine interim measures to:
  - a. maintain or restore the status quo;
  - b. prevent irreparable harm;
  - c. preserve or secure assets subject to dispute;
  - d. preserve or secure relevant evidence.
- 2) The determination of interim measures as referred to in paragraph (1) is granted in cases of urgency, risk of irreparable harm through compensation, and balance of interests of the parties.
- 3) Interim measures are binding from the date of determination.

This formulation provides clarity on the definition, standards, and normative binding force, thereby eliminating the ambiguity of the phrase "provisional award or other interim measure" in the current regime.

Furthermore, explicit recognition of emergency arbitrators should be incorporated as a new norm to address the gap in the phase prior to the formation of the arbitral tribunal. This

regulation should include a mechanism for expedited appointment, a time limit for the examination, and the legal standing of the determination. As a concrete formulation, it can be formulated as follows:

**Article Y**

- 1) If urgent action is required before the arbitration panel is formed, the parties may submit a request to the arbitration institution for the appointment of an emergency arbitrator.
- 2) The emergency arbitrator shall be appointed within 2 (two) days of receipt of the request.
- 3) The emergency arbitrator must render an award within 14 (fourteen) days of appointment.
- 4) The determination of the emergency arbitrator is binding on the parties and remains in effect until the arbitration panel is formed and decides otherwise.

This regulation ensures there is no temporary gap in the protection of the parties' rights and reinforces the legitimacy of the arbitration authority from the outset of the dispute.

Normative reconstruction must also integrate the mechanism for recognizing and executing interim measures with the system for enforcing arbitration awards, as stipulated in Article 59 of the applicable law. To ensure effectiveness, a norm should be added that emphasizes that interim measures and emergency arbitrator determinations can be requested for an enforcement order without re-examining the underlying case. A concrete formulation could read:

**Article Z**

- 1) Interim measures and emergency arbitrator determinations can be registered with the District Court to obtain an enforcement order.
- 2) The District Court must issue an enforcement order within a maximum of 7 (seven) days of receiving the request.
- 3) Rejection can only be made if the determination is clearly contrary to public order or the arbitrator lacks authority under the arbitration agreement.

This norm emphasizes the pro-enforcement principle while strictly limiting the scope for court intervention, thus being consistent with the principle of minimal intervention.

In addition to legislative changes, an implementation strategy must be systematically designed for the new norm to function effectively. Harmonization with civil procedural law is necessary to ensure that seizure mechanisms or asset security orders are no longer the exclusive jurisdiction of courts in the context of arbitration disputes. As a concrete step, the Supreme Court needs to draft Supreme Court Regulations governing the registration and implementation of interim measures and emergency orders. Furthermore, national arbitration institutions are required to adjust their regulations to align with the new legal norms, including procedures for appointing emergency arbitrators and standards of proof.

A realistic legislative roadmap must be developed within two to three years, involving stakeholders, including academics, arbitration practitioners, business actors, and judicial officials. Specialized training programs for judges and arbitrators are a prerequisite to ensuring a uniform understanding of the limits of intervention and implementation standards. Outreach to business actors is also crucial to increase confidence in the national arbitration system. With a combination of norm reformulation, institutional strengthening, and a measurable

implementation strategy, this reconstruction will not only address the legal gap but also transform the Indonesian arbitration system into a modern, effective regime aligned with international practice.

## CONCLUSION

The conclusion of this study confirms that the provisions on interim measures and emergency arbitrators in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution do not meet the standards of legal certainty and effectiveness that are prerequisites for the legitimacy of a modern arbitration system. Normatively, Article 32 paragraph (1), which uses the phrase "provisional award or other interim measures," contains vague norms because it does not provide a definition, scope, or standards for granting interim measures. Furthermore, the absence of explicit provisions regarding emergency arbitrators creates a legal vacuum in the phase before the formation of an arbitral tribunal, thus creating a temporal gap that has the potential to weaken the protection of the parties' rights. The ambiguity of the mechanism for recognizing and implementing interim measures, particularly in relation to Articles 59 and 60, shows that the execution regime is built on the assumption of a final decision, rather than a preventive interim order. This condition not only creates procedural uncertainty and potential conflicts of authority with district courts but also has a systemic impact on the effectiveness of arbitral awards and business actors' trust in national arbitration forums. Based on these findings, legal reform is urgently needed through a comprehensive revision of Law Number 30 of 1999 to include explicit provisions regarding the definition, classification, and standards for granting interim measures, as well as formal recognition of the emergency arbitration mechanism. Reformulation of norms must be accompanied by regulations on the registration mechanism and the order for the implementation of interim measures, with a pro-enforcement principle and strict limitations on the grounds for rejection by the court, in order to strengthen the principle of minimal intervention. In addition to legislative changes, implementation steps are needed in the form of the preparation of technical regulations by the Supreme Court, harmonization with civil procedural law, and adjustments to the rules of national arbitration institutions. These efforts must be accompanied by increasing the capacity of judges and arbitrators and socialization to business actors so that normative reform does not stop at the textual level, but rather truly increases the effectiveness and competitiveness of the Indonesian arbitration system in the context of global trade.

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