
The Ambiguity of Norms Regarding the Cancellation of Arbitration Awards in Law Number 30 Of 1999 Concerning Arbitration and Alternative Dispute Resolution and its Implications for Legal Certainty

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ABSTRACT

The development of arbitration as an alternative dispute resolution mechanism in Indonesia is intended to provide a fast, efficient, and legally certain settlement process outside the court system. However, the regulation concerning the annulment of arbitration awards under Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution contains normative ambiguity, particularly regarding the interpretation of false documents, concealed documents, and fraudulent conduct as grounds for annulment. This condition creates uncertainty in judicial practice and potentially weakens the final and binding nature of arbitration awards. This study aimed to examine the ambiguity of arbitration award annulment provisions, analyze their implications for legal certainty, and formulate a normative reconstruction model to strengthen arbitration governance in Indonesia. This research employed a normative juridical method using statutory and conceptual approaches. The study analyzed primary legal materials, including Law Number 30 of 1999, the 1945 Constitution, relevant court decisions, and international arbitration standards, supported by legal doctrines and academic literature. The findings indicated that Article 70 contains grammatical, systematic, and teleological ambiguities arising from unclear definitions and the absence of explicit evidentiary standards concerning the existence of criminal elements. These ambiguities contribute to inconsistent judicial interpretations and excessive court intervention in arbitration proceedings. The study concluded that the reformulation of Article 70 was necessary by clarifying the meaning of annulment grounds, establishing clear standards of proof, and reaffirming the principle of minimal court intervention to ensure legal certainty and strengthen the effectiveness of arbitration in Indonesia.

Keywords: Legal Certainty; Annulment; Arbitration Award

INTRODUCTION

The evolution of arbitration as a dispute resolution mechanism in Indonesia demonstrates a paradigm shift from litigation toward settlement based on the parties' agreement, emphasizing efficiency, procedural flexibility, and the principle of freedom of contract (Kasim, 2018). Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia, which guarantees fair legal certainty, and Articles 3 and 11 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which establish that district courts have no authority to adjudicate disputes between parties bound by an arbitration agreement, provide constitutional and legal legitimacy for arbitration within the national legal system (Puspita, 2025). Article 60 of Law Number 30 of 1999, which stipulates that an arbitration award is final, has permanent legal force, and is binding upon the parties, represents the fundamental basis of this system (Hara, 2025). This principle aims to limit court intervention and ensure legal effectiveness and certainty. Therefore, the annulment of an arbitration award constitutes a limited exception and should not be interpreted broadly. In the context of national economic law development, effective arbitration also contributes to

strengthening the investment climate and business confidence by providing prompt, confidential, and certain dispute resolution mechanisms.

However, the normative construction of Article 70 of Law Number 30 of 1999 concerning the annulment of arbitration awards demonstrates potential normative uncertainty. Under this provision, an arbitration award may be subject to annulment if a letter or document submitted during the examination process after the award is rendered is proven to be forged, if a decisive document that was deliberately concealed by the opposing party is subsequently discovered, or if the award was obtained through fraudulent conduct by one of the parties during the examination of the dispute (Situmorang, 2020). Systematically, this provision is formulated as a restrictive ground for annulment; however, it does not provide clear operational definitions or evidentiary standards. The Explanation of Article 70 creates further uncertainty by linking these grounds to alleged criminal acts without clarifying whether such elements must first be established through a final and binding criminal judgment. This ambiguity becomes more complex when considered alongside Article 72, which regulates the time limit for submitting annulment requests, and Articles 62 and 66, which regulate the enforcement of arbitration awards, as these provisions create potential tension between the principle of finality and corrective mechanisms through annulment (Saifuddin, 2026).

The ambiguity contained in Article 70 can be examined through grammatical, systematic, and teleological interpretations. Grammatically, terms such as “false documents,” “concealed documents,” and “fraudulent conduct” lack precise definitions regarding whether they refer to specific criminal offenses under the Criminal Code or whether they constitute sufficient grounds for evidence in annulment proceedings. The ambiguity surrounding the term “allegedly” in judicial practice further expands the scope of interpretation by raising questions regarding whether preliminary indications are sufficient or whether conclusive evidence is required. Systematically, this provision does not explicitly require the existence of a final and binding criminal judgment, as commonly required in establishing criminal elements, thereby creating tension between the presumption of innocence and the need to preserve the integrity of arbitration awards. Teleologically, the limitation of annulment grounds is intended to maintain the principle of finality and binding effect; however, vague legal formulations may undermine this objective by allowing broad judicial interpretations (Andriani, 2022).

The implications of this normative ambiguity are reflected in inconsistent judicial decisions concerning requests for annulment of arbitration awards. In certain cases, judges not only examine whether the limited grounds stipulated in Article 70 have been fulfilled but also assess the substance and merits of disputes that have already been decided by arbitrators, thereby expanding annulment grounds beyond the statutory provisions. Divergent interpretations regarding whether a final and binding criminal judgment is required before granting annulment demonstrate a gap between legal norms and judicial practice. This situation creates a significant legal gap, as the objective of limiting court intervention, as reflected in Articles 3 and 11 of Law Number 30 of 1999, may be undermined by inconsistent judicial approaches. Such variations reduce legal predictability and increase uncertainty for parties selecting arbitration as a dispute resolution mechanism (Shara, 2023).

Another consequence of this normative ambiguity is the erosion of the final and binding nature of arbitration awards and the increased risk of prolonged litigation. When annulment applications are permitted based on broad and inconsistent interpretations, arbitration loses its primary advantage as a swift and definitive dispute resolution mechanism. This condition may weaken the confidence of domestic businesses and foreign investors in Indonesia's arbitration system, particularly when compared with jurisdictions that consistently apply the principle of minimal court intervention. Indonesia ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards through Presidential Decree Number 34 of 1981, thereby becoming normatively bound by international standards that restrict grounds for refusing recognition and enforcement of arbitral awards. The divergence between international standards and domestic judicial practices may create perceptions of legal uncertainty that negatively affect the investment climate (Gunawan, 2024).

From a comparative perspective, the UNCITRAL Model Law on International Commercial Arbitration limits annulment grounds to specific circumstances involving serious procedural violations or public policy considerations, while jurisdictions such as Singapore and the Netherlands adopt restrictive approaches that emphasize minimal court intervention (Nurhayati, 2022). Compared with these approaches, the formulation of Article 70 of Law Number 30 of 1999 is not yet fully aligned with international standards, particularly regarding terminological clarity and evidentiary requirements. Therefore, reconstructing the annulment provisions for arbitration awards requires reformulation of Article 70 by clarifying the parameters of criminal elements, determining whether a final and binding criminal judgment is required, and reinforcing finality and binding effect as fundamental principles of arbitration. The research gap addressed by this study lies in the absence of a comprehensive normative construction integrating grammatical, systematic, and teleological analysis, judicial practice, and international standards to formulate a legal reform model capable of ensuring legal certainty while preserving the integrity of Indonesia's arbitration system.

METHOD

This study employed a normative juridical research method with a prescriptive legal approach to examine the ambiguity of norms governing the annulment of arbitration awards within the Indonesian legal system. The research analyzed written legal materials and legal doctrines as the primary sources of analysis. The legal materials examined consisted of relevant laws and regulations, court decisions, international legal instruments, and legal doctrines concerning arbitration and annulment mechanisms. The selected materials included Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, particularly Articles 3, 11, 60, 62, 70, and 72; relevant provisions of the 1945 Constitution of the Republic of Indonesia; provisions of the Civil Code and Criminal Code; the 1958 New York Convention as ratified through Presidential Decree Number 34 of 1981; and relevant judicial decisions concerning arbitration award annulment. These legal materials were selected purposively based on their relevance to the issues of normative ambiguity, legal certainty, and judicial interpretation.

The research instruments consisted of legal document review guidelines and analytical frameworks based on statutory, conceptual, and comparative legal approaches. The validity of the analysis was maintained through source comparison by examining various legal

materials, including legislation, court decisions, international standards, and scholarly opinions. Consistency was ensured through systematic examination and interpretation of legal materials based on established principles of normative legal research. Data collection was conducted through library research by identifying, collecting, classifying, and reviewing primary legal materials, secondary legal materials, and supporting references. The research procedure involved several stages, including identifying legal issues, collecting relevant legal materials, analyzing relationships between legal norms, examining inconsistencies in legal interpretation, and formulating recommendations for reconstructing arbitration annulment provisions.

The collected legal materials were analyzed using qualitative juridical analysis through grammatical, systematic, and teleological interpretation methods. Grammatical interpretation was applied to examine the meaning and ambiguity of terms contained in Article 70 of Law Number 30 of 1999, including “false documents,” “concealed documents,” and “fraudulent conduct.” Systematic interpretation was used to analyze the relationship between Article 70 and other provisions, particularly Articles 3, 11, and 60 concerning arbitration autonomy and the final and binding nature of arbitration awards. Meanwhile, teleological interpretation was applied to examine the purpose of annulment provisions within the framework of legal certainty and the principle of minimal court intervention. The analysis concluded with the formulation of normative recommendations to strengthen legal certainty in regulating the annulment of arbitration awards in Indonesia.

RESULTS AND DISCUSSION

The Nature and Limits of Annulment of Arbitration Awards in the Indonesian Legal System

The Indonesian legal system's annulment of an arbitration award must first be understood in the context of a state founded on the rule of law and its philosophical and constitutional framework. Article 28D, paragraph 1 ensures that everyone has the right to recognition, guarantees, protection, and fair legal certainty, while Article 1, paragraph 3 of the Republic of Indonesia's 1945 Constitution states that Indonesia is a state founded on the rule of law. In the context of civil dispute resolution, this guarantee of legal certainty is realized not only through litigation mechanisms in court, but also through non-litigation mechanisms based on mutual agreement between the parties, namely, arbitration. Law Number 30 of 1999 concerning Arbitration and Alternative conflict settlement, which grants normative legitimacy for conflict settlement outside of general courts as long as it is founded on an arbitration agreement, affirms arbitration as a legally acceptable process. Therefore, it is impossible to divorce the fundamental tenets of the rule of law from the annulment of an arbitral ruling, which demand a balance between certainty and justice, but within the framework of respect for the autonomy of the parties. (Ibrahim, 2022)

Legally, the relationship between Articles 3, 11, and 60 of Law Number 30 of 1999 forms the normative foundation for the final and binding principle and the limitations on court intervention. Article 11, paragraph 1, confirms that the existence of an arbitration agreement reduces the parties' right to submit dispute resolution to a district court, whereas Article 3 declares that a district court has no jurisdiction to decide conflicts between parties bound by an arbitration agreement. Additionally, an arbitration award is final and legally

binding on the parties, as stated directly in Article 60. This series of norms demonstrates a legislative design that consciously positions arbitration as an adjudicative forum independent of general courts. Therefore, any form of court intervention, including annulment, must be interpreted as a strict exception to avoid contradicting the normative structure established by the law. (Taufik, 2024)

On the other hand, Articles 70 and 72 of Law Number 30 of 1999 do provide room for annulment of arbitration awards, but this space is formulated in a limited manner and subject to certain time limits. Article 70 stipulates that annulment can only be requested if the A decisive document that was hidden by the opposing party is found, a letter or document submitted during the examination is acknowledged as forged or proclaimed to be forged, or one of the parties' deception during the dispute examination led to the decision being made. Meanwhile, Article 72 stipulates that an annulment request must be submitted to the head of the district court within a maximum of thirty days of the award being rendered and registered. This formulation demonstrates that annulment is not a regular legal remedy like an appeal or cassation in civil procedure, but rather an exceptional corrective mechanism to protect the integrity of the arbitration process from serious, fundamental flaws.. (Hasian, 2024)

Theoretically, Article 1338 paragraph 1 of the Civil Code, which declares that all legally formed agreements are effective as law for those who create them, reflects the idea of *pacta sunt servanda*, which is consistent with the restriction on cancellation. An arbitration agreement, as a form of agreement between the parties, entails the parties voluntarily waiving their right to resolve disputes through the courts and submitting to the arbitrator's decision as final. This principle is closely related to the principle of legal certainty and the principle of minimal court intervention, which has developed in modern arbitration practice, where courts are given only limited authority to support, not replace, the function of arbitration. If cancellation is interpreted broadly and resembles ordinary legal remedies, it would violate the principle of freedom of contract and diminish the legitimacy of the arbitrator's authority. (Berutu, 2024)

The concept of finality of decisions in modern arbitration law also positions cancellation as a very limited control mechanism intended solely to ensure due process and prevent serious fraud. Finality is not intended to completely eliminate the possibility of correction, but rather to ensure that such correction does not turn into a re-examination of the underlying case. Thus, it must be systematically understood that Article 70 constitutes an exceptional norm to Article 60, thus applying the restrictive *lex specialis* principle that cannot be expanded through analogy or extensive interpretation. A non-restrictive interpretation would create an internal contradiction within Law Number 30 of 1999 itself, as it affirms finality while also opening up ample room for intervention. (Benfa, 2025)

Based on this philosophical, juridical, and theoretical construction, it can be asserted that the annulment of an arbitral award in the Indonesian legal system is essentially a limited and exceptional corrective mechanism to maintain the integrity of the process, not an instrument for reexamining the substance of the dispute. Therefore, annulment must be interpreted restrictively, consistent with Articles 3, 11, and 60 of Law Number 30 of 1999, and in line with the principle of *pacta sunt servanda* in Article 1338 of the Civil Code and the guarantee of legal certainty in Article 28D paragraph 1 of the 1945 Constitution of the Republic of Indonesia. Such an interpretation, which goes beyond these limits, not only has

the potential to create legal uncertainty but also obscures the essence of arbitration as a dispute resolution mechanism independent of general courts and ultimately weakens its strategic function within the national legal system.

Ambiguity of Norms in Article 70 of Law Number 30 of 1999 and Problems of Its Interpretation

One major problem influencing the uniformity of the national arbitration system is the uncertainty of the rules in Article 70 of Law Number 30 of 1999 about Arbitration and Alternative Dispute Resolution. According to the article, an arbitration award may be annulled if a decisive document is discovered to have been concealed by the opposing party, the award is the result of deception by one of the parties in the dispute examination, or the letter or document submitted in the examination after the award is rendered is acknowledged as false or declared to be false. Normatively, this formulation appears to be limiting, but it is not accompanied by a clear operational definition or evidentiary parameters. When norms do not provide clear conceptual boundaries, it opens up room for multiple interpretations that have the potential to lead to inconsistent application. This kind of ambiguity of standards goes against the idea of legal certainty in a state founded on the rule of law, as stated in Article 1, paragraph 3, and Article 28D, paragraph 1 of the Republic of Indonesia's 1945 Constitution, which requires clarity of formulation and predictability of application.

From a grammatical interpretation perspective, the phrase "false document" raises questions about whether it refers to a document that meets the elements of the crime of forgery as stipulated in Articles 263 and 264 of the Criminal Code, or whether it is sufficient to prove it through civil proceedings in the annulment process without requiring criminal qualification. Similarly, the phrase "hidden document" does not clarify whether the concealment must meet a specific element of intent or whether it must be absolutely decisive for the verdict. Meanwhile, the phrase "a verdict based on deception" has the potential for very broad interpretation because it lacks explicit reference to specific criminal norms, such as fraud in Article 378 of the Criminal Code. The ambiguity is further complicated when, in practice, the phrase "allegedly" is used as the basis for annulment arguments, even though Article 70 itself does not explicitly use that term in its normative formulation. This unclear terminology indicates that, grammatically, the norm does not meet the standards for precise formulation.

Systematically, Article 70 also creates internal disharmony with Article 60 of Law Number 30 of 1999, which affirms that arbitral awards are final, legally binding, and binding on the parties. If the grounds for annulment are interpreted broadly without strict parameters, the principle of finality and bindingness loses its normative meaning. Furthermore, Articles 3 and 11 of the same law expressly limit the authority of district courts to adjudicate disputes bound by arbitration agreements. However, in practice, annulments often re-enter the substance of the dispute under the pretext of assessing fraud or forged documents, resulting in a systematic expansion of authority that contradicts the legislative design limiting court intervention. Thus, there is a normative tension between the principle of arbitral autonomy and the court's corrective powers, which are not formulated proportionally.

From a teleological standpoint, annulment provisions are not intended to create a covert appeal against the arbitrator's ruling, but rather to protect the integrity of the arbitration process from grave, fundamental faults. Regarding Article 1338, paragraph 1 of the Civil

Code's *pacta sunt servanda* premise, the arbitration agreement, as the source of the arbitrator's authority, must be consistently respected. Therefore, annulment should only be possible if there is clear and convincing proof of a violation of the principles of honesty and good faith. However, because Article 70 does not explicitly stipulate whether the criminal element must be proven through a final and binding criminal decision, serious debate has arisen regarding the standard of proof. Some views argue that proof in an annulment trial is sufficient, while others assert that without a final and binding criminal decision, the criminal element cannot be considered legally proven. This ambiguity reveals a lack of normative parameters that directly impacts inconsistent application.

This inconsistency is reflected in judicial practice, where some decisions grant annulment without a final and binding criminal decision, while in other cases judges reject the request on the grounds that it has not been proven criminally. Furthermore, there is a tendency for some judges to reassess the legal and evidentiary considerations made by the arbitrator, thus transforming the annulment into a forum for re-evaluating the merits of the case. Such practices demonstrate a gap between written norms and their implementation, and indicate that the ambiguity of Article 70 is structural, not merely a technical matter of wording. When norms allow for too much interpretation, the line between procedural control and substantive review becomes blurred, thereby degrading the principle of minimal court intervention.

Thus, the ambiguity of the norm in Article 70 of Law Number 30 of 1999 lies not only in the vagueness of the terminology, but also in the absence of a clear standard of proof and systematic harmonization with Articles 3, 11, and 60. This situation directly impacts legal uncertainty because the parties cannot predict with certainty the limits of court intervention in arbitral awards. From the perspective of a state based on the rule of law that upholds certainty and consistency, this situation demonstrates the urgent need to clarify the formulation of the norm so that annulment is truly positioned as an exceptional mechanism limited to objectively proven serious violations. Without such clarity, the national arbitration system will continue to be at odds with the principle of finality and the practice of excessive intervention, ultimately reducing the legitimacy of arbitration as an independent and effective dispute resolution forum.

Reconstruction of the Norm on Annulment of Arbitral Awards Within the Framework of National Legal Reform and Harmonization with International Standards

Reconstruction of the norm on annulment of arbitral awards within the framework Reiterating the fundamental ideas outlined in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution's Articles 3, 11, and 60—namely, the restrictions on judicial intervention and the final and enforceable nature of arbitral awards—must be the first step in any national legislative reform. As stated in Article 1 paragraph 3 and Article 28D paragraph 1 of the 1945 Constitution, a state founded on the rule of law of the Republic of Indonesia, normative reforms must not be merely cosmetic in nature, but must systematically and consistently clarify the limits of the court's corrective authority. Reconstruction is necessary because Article 70, in its current formulation, does not provide clear parameters regarding the scope and standards of proof for annulment. Therefore, reforms must be directed at internal harmonization of the law to avoid contradictions between the final and binding principle in Article 60 and the annulment mechanism in Articles 70 and 72.

In contrast, the UNCITRAL Model Law on International Commercial Arbitration severely and methodically restricts the grounds for annulment, such as the parties' incapacity, the arbitration agreement's invalidity, the right to be heard being violated, the award going beyond the parameters of the agreement, and the tribunal's non-consensual composition, and conflict with public order. This model places annulment under very limited procedural control and does not allow for re-evaluation of the merits of the case. Practices in Singapore, through the International Arbitration Act, and in the Netherlands, through the Dutch Arbitration Act, also demonstrate a restrictive approach with a high standard of proof and consistent application of the principle of minimal court intervention. This comparison demonstrates that international standards demand clarity of terminology, clear boundaries, and a clear distinction between serious procedural violations and a reassessment of the substance of the dispute. Indonesia needs to adopt a similar approach to ensure its national arbitration system is not isolated from global practice.

Based on the findings of normative ambiguity in Article 70, a concrete reconstruction that can be proposed is, first, to legislatively revise Article 70 by reformulating the elements of "false document," "hidden document," and "trickery" in a limited and defined manner. For example, the norm could be clarified that a false document is defined as a document declared false by a final and binding criminal decision. Second, it is necessary to add explicit provisions regarding the standard of proof, whether requiring a final and binding criminal decision or sufficient evidence meeting a certain standard of proof in annulment proceedings. If the first option is chosen, it must be normatively emphasized that without a final and binding criminal decision, grounds for annulment based on criminal elements are inadmissible. This formulation would eliminate the ambiguity of the phrase "allegedly" and prevent subjective interpretation.

The next concrete action would be to add a norm explicitly prohibiting the court from entering into the subject matter of the case in the annulment process. This provision could be formulated as an additional article emphasizing that the examination of annulment requests is limited to verifying the fulfillment of the reasons as limitedly formulated in the law and does not include a reassessment of the facts and legal considerations of the arbitrator. In addition to revising the law, The Supreme Court may issue a Supreme Court Regulation or a Supreme Court Regulation in accordance with Law Number 48 of 2009 respecting Judicial Power Circular Letter providing technical guidelines and parameters for the interpretation of Article 70 to ensure uniformity in judicial practice. These guidelines must emphasize the principle of minimal court intervention and strict standards of proof to prevent disparity in decisions.

Harmonization with international standards requires institutional steps such as the formation of a special legislative team involving academics, arbitration practitioners, and judges to conduct a comprehensive review of Law Number 30 of 1999. This team should be mandated to draft an academic draft of the revised law that integrates the principles of the UNCITRAL Model Law and best practices from jurisdictions such as Singapore and the Netherlands. Furthermore, ongoing training is needed for district court judges authorized to review annulments to ensure they understand the autonomous nature of arbitration. This reform can also be strengthened through the digitization of the registration and publication of annulment decisions to increase transparency and consistency of interpretation.

With these concrete steps, the reform of the norm on the annulment of arbitral awards will reaffirm the final and binding principle as a fundamental norm that cannot be overridden through extensive interpretation. In addition to ensuring legal certainty as stipulated in Article 28D paragraph 1 of the Republic of Indonesia's 1945 Constitution, a precise and harmonious rebuilding would boost corporate confidence in the efficacy of arbitration in Indonesia. Ultimately, this reform will restore arbitration's function as a fast, efficient, and independent dispute resolution mechanism from general courts, while simultaneously aligning the national legal system with international standards, enabling it to compete in the dynamics of global trade law.

CONCLUSION

The standard for annulling arbitration awards under Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, as identified from the analysis, contains structural ambiguities at grammatical, systematic, and teleological levels. The ambiguity regarding the meaning of the terms “false documents,” “concealed documents,” and “fraudulent conduct,” as well as the absence of clear parameters concerning evidentiary standards and the requirement of a final and binding criminal judgment, has resulted in broad and inconsistent interpretations in judicial practice. This condition creates tension with the final and binding nature of arbitration awards as stipulated in Article 60, as well as the limitations on court authority established under Articles 3 and 11 of the same law. Consequently, annulment, which should function as a limited and exceptional mechanism, has the potential to develop into a process for re-examining the substance of the underlying dispute. This situation undermines the principle of legal certainty guaranteed under Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia and conflicts with the position of arbitration as an independent dispute resolution mechanism.

Based on these findings, legislative reform is recommended through the revision of Article 70 by adopting a more precise and restrictive formulation, including clearer definitions of relevant criminal elements, explicit evidentiary standards, and provisions regarding the necessity of a final and binding criminal judgment as a prerequisite for annulment. In addition to statutory reform, the Supreme Court should develop consistent interpretative guidelines to ensure limited judicial intervention in accordance with the principle of minimal court intervention. The government and legislators should also harmonize national arbitration regulations with international standards, particularly the principles contained in the UNCITRAL Model Law on International Commercial Arbitration, to ensure that the Indonesian arbitration system aligns with global practices and strengthens business and investor confidence. Through these measures, the annulment of arbitration awards can be restored as a limited and proportionate corrective mechanism, thereby ensuring legal certainty and the continued effectiveness of arbitration within the national legal system.

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