

The Urgency of Divine Principles in The Implementation of Arbitration Award Execution in Indonesia

¹Huzaimah Al-Anshori, ²Sapto Hadi Pamungkas, ³Akhlis Mukhidin,
⁴M. Syamsudin, ⁵Agus Triyanta

¹22932006@students.uii.ac.id, ²22932015@students.uii.ac.id, ³22932016@students.uii.ac.id,
⁴m.syamsudin@uii.ac.id, ⁵agustriyanta@uii.ac.id

¹⁻⁵Faculty of Law, Universitas Islam Indonesia

Article Info

Received: 2022-08-12

Revised: 2023-02-21

Accepted: 2023-03-31

Keywords:

Urgency of Divine
Principles, Execution,
Arbitration Awards

Abstract

This research discusses the application of the divine principle in resolving business disputes at the Indonesian National Arbitration Board (BANI) Surabaya. Some parties often do not comply with arbitration decisions and file for annulment in court, so it is important to understand the urgency of the divine principle in the execution of arbitration awards in Indonesia. This research uses socio-legal, case, conceptual, and philosophical approaches. The theories of grundnorm, legal awareness and compliance, natural law, and pacta sunt servanda are used to find solutions in the execution of arbitration awards. The principle of divinity in the decision "For the Sake of Justice Based on God Almighty" requires a sincere intention to comply with the arbitration decision and seek the common good according to Imam Shatibi's theory of benefit. The case example in Kediri City shows that the execution of arbitration awards can be carried out voluntarily with divine principles, through the intention of the parties, the advice of legal counsel, and the direction of the head of the District Court.

1. Introduction

One of the legal responsibilities is to resolve conflicts (Saragih, 1999). In Indonesia, dispute resolution can be pursued through two distinct processes: litigation and non-litigation (Riza & Abduh, 2019). Litigation refers to the process of settling conflicts in a court of law, serving as a platform for individuals seeking legal assurance, justice, and entitlements as the objectives of the legal system (Witanto, 2011). Non-litigation dispute resolution is alternatively referred to as out-of-court dispute resolution or Alternative Dispute Resolution (ADR) (Mono, 2014). Since its enactment on August 12, 1999, Law Number 30 of 1999 about Arbitration and Alternative Dispute Resolution (referred to as the Arbitration Law and ADR) has been in effect. This regulation further elucidates Article 3, Paragraph (1) of Law Number 14 of 1970, which stipulates that the resolution of disputes outside the court is grounded in peace or through Arbitration and Alternative Dispute Resolution (ADR), specifically Mediation, Conciliation, and Consultation/expert assessment. Law No. 48 of 2009 concerning Judicial Power, Article 58, affirms that civil disputes can be settled through Arbitration and Alternative Dispute Resolution.

According to Article 1, number (10) of the Arbitration Law and ADR, "Alternative Dispute Resolution is a process for resolving disputes or differences of opinion through mutually agreed procedures, involving resolution outside the court through consultation, negotiation, mediation, conciliation, or expert assessment." Article 60 of Law Number 30 of 1999 declares that "arbitration decisions are conclusive and possess legally binding force on the parties involved." Article 61 of the Arbitration Law stipulates that "If the parties do not voluntarily comply with the arbitration decision, enforcement is carried out based on the directive of the chief judge of the district court, upon the request of one of the disputing parties."

Arbitration, as defined by Arbitration law and Alternative Dispute Resolution (ADR), is a method of settling a civil dispute outside the traditional court system based on a written agreement between the involved parties. Arbitration originates from the Latin term "*arbitratio*," denoting the authority to resolve a matter in accordance with established policies (Tampongangoy, 2015). Alternative dispute resolution refers to an institution dedicated to resolving disputes or discrepancies through mutually agreed-upon procedures, involving consultations, negotiations, mediations, conciliations, or expert assessments, thereby avoiding court intervention (Nabilasari Lesmana & Yustiawan, 2023). Arbitration entails the willing referral of a disagreement to an impartial third party, which renders a conclusive and obligatory verdict (Adolf, 2020). Arbitration, serving as an extrajudicial institution, derives its legal authority from

national legislation pertaining to arbitration and the mutual agreement of the involved parties within a contract that includes an arbitration clause (Pamolango, 2015). Alternative Dispute Resolution (ADR) provides various dispute resolution mechanisms customized to suit the requirements of the involved parties.

The Indonesian National Arbitration Board (BANI) serves as an independent judicial body empowered to render decisions on disputes conducted within its jurisdiction. Such decisions are considered final, possessing enduring legal validity and are binding on the concerned parties. The term "final" implies that the arbitration decision is not subject to appeal, challenge, or reconsideration (Margono, 2004). According to this viewpoint, M. Khoidin contends that Arbitration decisions are essentially conclusive and obligatory, rendering legal remedies unattainable (Khoidin, 2013). Arbitration resolutions are achieved in a more expeditious manner compared to traditional judicial entities, possessing attributes of conclusiveness and obligatory adherence, thereby precluding the pursuit of legal remedies. Arbitration processes exhibit flexibility and maintain confidentiality (Winarta, 2022).

In anticipation of potential disagreements arising from the execution of an international business contract, it is customary for the involved parties to incorporate a dispute resolution clause or arbitration agreement within the terms and conditions of the contractual arrangement (Grasia Kurniati, 2016).

Arbitral rulings possess enduring legal authority, constituting conclusive and irrevocable decisions. Challenges may arise in the enforcement phase when the party at fault fails to voluntarily comply with the arbitration decision. The execution of arbitration decisions frequently presents obstacles for the disputing parties. Nonetheless, the implementation of the decision is pivotal to the overall dispute as a party found at fault is unwilling to voluntarily relinquish the subject matter as a tangible acknowledgement of the arbitration decision. This complicates the execution of the arbitration ruling. The envisioned options for resolving disputes through arbitration encounter practical obstacles, particularly in the final implementation of the arbitration decision. This complexity becomes apparent when the losing party or a party with a vested interest in the contested object initiates a request to annul the arbitral award. Such a request is permissible under the law, which allows challenges to arbitration decisions through a court process. This underscores the court's crucial role in adjudicating disputes that have been determined by the arbitration institution (Rajagukguk, 2000).

The primary challenge regarding jurisdiction in enforcing arbitration decisions arises when both Arbitration Law and Alternative Dispute Resolution (ADR) mechanisms allow for court intervention in resolving disputes through arbitration. This includes the option to petition the district court for the

annulment of an arbitration award. It is not unusual for dissatisfied parties to seek the annulment of an arbitration decision. As a result, the arbitration decision cannot be voluntarily executed, signifying that the party that lost the arbitration case does not comply with the arbitration decision willingly (Rumaidan, 2016).

Apart from the jurisdictional challenges discussed earlier that hinder the enforcement of arbitration rulings, various obstacles commonly arise, encompassing both technical and non-technical aspects, during the execution of arbitration awards (Rajagukguk, 2000). The party that is unsuccessful in adhering to the arbitration decision is required to fulfil its debt obligations. Paradoxically, it is this same unsuccessful party that initiates the process for the annulment of the arbitration decision.

The dispute between PT. Atmino and PT. Palmechandra Abadi was resolved through the commercial court following the decision of the National Arbitration Board (BANI) Medan, documented as representation number 01/IV/ARB/BANI-Mdn/2006 in January 2007. In the BANI Medan representation decision, PT. Palmechandra Abadi was mandated to settle the outstanding cost of spare part replacement for the procurement of palm oil mill (PKS) boiler equipment in Palembang, totalling IDR 650,979,463, within 30 days from the Arbitration decision. However, during the implementation phase, PT. Palmechandra Abadi, burdened with outstanding obligations to various creditors, eventually faced bankruptcy proceedings. In the bankruptcy case numbered 03/Bankruptcy/2007/PN.Niaga.Mdn, PT. Atmino, alongside PT. Krida Pujimulyo Lestari and PT. Bank Bukopin Branch Medan collectively emerged as creditors of PT. Palmechandra Abadi in the bankruptcy proceedings. This signifies that, despite the legal validity and enforceability of the BANI decision, challenges persisted in the practical execution of the arbitration decision about debt repayments (Rajagukguk, 2000).

An additional instance of an arbitration case arises when the party defeated in a commercial dispute fails to execute the arbitration ruling. Within a 30-day timeframe, the unsuccessful party also seeks the nullification of the arbitration decision in the Kediri District Court, case number 54/Pdt.G/2015/PN.Kediri. In this particular matter, the party at fault in a breach of contract contention refuses to acknowledge the arbitration decision, reminiscent of the dispute with registration number 13/ARB/BANI-SBY/I/2015, as adjudicated by the Indonesian National Arbitration Board (BANI) in Surabaya. The dispute involved PT. Fajar Parahiyangan and the municipal government of Kediri, represented by the Public Works Office of Kediri and the Commitment Making Official (PPK) at the Public Works Office of Kediri, about the construction service work package (construction contract) for the Brawijaya Bridge in Kediri.

This was outlined in the construction work agreement letter number 1697/XII/KONT.FISIK/APBD/2010, dated December 8, 2010, with a contractual duration of 755 days. The BANI Surabaya representation decision mandated that the city government of Kediri, the Public Works Office of Kediri, and the Commitment Making Official (PPK) rescind letter number 050/927/419.48/2013, dated December 24, 2013, about the termination of the contract with PT. Fajar Parahiyangan, the service provider for the construction of the Brawijaya Bridge in Kediri. They were also directed to extend the completion time for PT. Fajar Parahiyangan, incorporating a unit price adjustment based on the unit price for the year 2015, with a work completion period of 277 calendar days from the signing of the addendum to Subcontract V in the Brawijaya Bridge construction package. Nevertheless, practical challenges have surfaced in the implementation of the arbitration decision, leading the unsuccessful party to seek annulment of the arbitration ruling.

The implementation of domestic arbitration decisions should be straightforward if all parties involved adhere to the principles of divinity. Upholding principles such as humanization (promoting good), liberation (prohibiting evil), and transcendence (faith in God) are essential for the sake of legal justice, legal certainty, and the overall well-being of the disputing parties. Instilling these Divine Principles is necessary to ensure the welfare of all involved parties (Hamdani et al., 2016). The concept of *Asaz Ilahiah*, or the oneness of *Asaz*, asserts that every conduct and deed undertaken by humans is subject to the divine provisions of Allah SWT. This principle is articulated in Surah Al Hadid. "And He is with you wherever you are. For Allah is All-Seeing of what you do".

The engagement in *mu'amalah*, encompassing contractual or agreement-based activities, is intrinsically intertwined with the principles of monotheism. Responsibilities extend towards society, the second party involved, oneself, and, crucially, to Allah SWT. Adhering to this principle ensures that individuals do not act arbitrarily, as all their actions are accountable to Allah SWT. Humans play dual roles as both subjects and recipients of the trust (*amanah*) to execute divine laws that are unequivocally established through revelation, namely the Qur'an, and the traditions of the Prophet, as conveyed in the sunnah or hadith..Kuntowijoyo, Islam Sebagai Ilmu : Epistemologi, Metodologi Dan Etika (Jakarta: PT. Mizan Publika, 2004), p. 27. In this study, the researcher intends to employ various legal theories, including the grundnorm theory, legal consciousness theory, legal obedience, natural law theory, pacta sunt servanda theory, and the theory of *maslahah* (benefit), drawing insights from the perspectives articulated by Imam Al-Ghazali in his work, "al-Mustasfa min 'Ilm al-Usul". "In his work titled '*al-Muawafaqot fi usul al-ahkam*,' Imam Shatibi extensively discusses matters pertaining to the principles of Islamic jurisprudence." (Al-Shatibi, 1997).

The effective implementation of Arbitration decisions in Indonesia necessitates the incorporation of divine principles to achieve optimal outcomes in the execution process. Notably, these divine principles, rooted in spirituality, are not explicitly addressed in the existing Arbitration laws and Alternative Dispute Resolution (ADR) frameworks. This absence may contribute to various challenges encountered in the Arbitration decisions execution. Recognizing the critical need for divine principles, their application is deemed urgent to facilitate voluntary compliance by the involved parties. Consequently, integrating divine principles into the domestic Arbitration decisions execution in Indonesia emerges as a vital solution to address existing issues, enhance legal certainty, and provide benefits for businesses opting for Arbitration to resolve disputes. The research endeavours to answer the following questions: What is the imperative nature of incorporating divine principles in the Arbitration decisions execution in Indonesia? How do these divine principles operate within the context of domestic Arbitration execution in Indonesia?

2. Research Method

The research method used in this research is empirical research with a socio-legal approach, case approach, conceptual approach, and philosophical approach. This type of research is descriptive-analytical, aiming to provide a detailed description and in-depth analysis of the application of the principle of divinity in the implementation of arbitration awards in Indonesia. Data sources are obtained from primary and secondary sources. Primary data sources include interviews with legal practitioners, arbitrators, and parties involved in arbitration disputes. Secondary data sources include legal documents, arbitral awards, scientific literature and other relevant publications. Data were collected through interviews, documentation studies, and participatory observation. Data were analyzed using qualitative analysis techniques. Data analysis included data reduction, data presentation, and conclusion drawing.

3. Results and Discussion

The Urgency of Applying the Divine Principles in the Execution of Arbitration Decisions in Indonesia

The voluntary adherence to national arbitration awards is deemed ideal for their effective enforcement. To ensure the successful execution of these decisions, a commitment to uphold divine principles is paramount. In the context of enforcing arbitration awards in Indonesia, the author must incorporate these divine principles. Several instances of business dispute resolution at the Surabaya branch of the Indonesian National Arbitration Board (BANI) have witnessed non-compliance with or resistance to arbitration decisions within the country. The losing parties in such cases have employed various strategies, including seeking the annulment of arbitration decisions in district courts and escalating the matter to the commercial

court.

The application of Divine principles, specifically monotheism, and a comprehensive philosophical approach with fundamental and speculative aspects become imperative in the aforementioned cases. Consequently, delving into philosophy in normative research is crucial and extensive. The goal of this exploration is to attain optimal results, as the disputing parties will consistently be mindful and reverent of the one God, considering the existence of the afterlife and the accountability each individual will face. Socrates once asserted that the appropriate role of philosophy is not merely to provide answers to posed questions but to critically questioning the given answers.

Therefore, philosophical exploration encompasses teachings on ontology (the essence of being), axiology (values), epistemology (knowledge), and theology (purpose) to achieve a profound understanding of as much as human knowledge allows (Efendi et al., 2016). Following this, the writer employs various theories to offer resolutions or tackle concerns about the implementation of arbitration awards in Indonesia. These theories include the Grundnorm theory, legal consciousness and obedience theory, natural law theory, and pacta sunt servanda theory. The arbitration awards implementation in Indonesia is governed by the divine principle. In this context, the execution process aligns with the divine principle's tenets.

A. Grundnorm Theory

Legal regulations that extend beyond essential human norms involve the creation of more detailed and specific rules. Typically, a nation's foundational norms are codified in its constitution. According to Hans Kelsen, every legal statute within a state must derive from the fundamental law, which is the Constitution (Djumikasih et al., 2021).

In the Indonesian context, the grundnorm is Pancasila, as articulated in the preamble to the 1945 constitution. Pancasila serves as the foundation for the state, embodying the nation's philosophy and life principles, and it is recognized as the ultimate source of all legal authorities in Indonesia. Consequently, all laws within the country must adhere to and originate from the principles of Pancasila. Specifically, the first tenet, which involves belief in the one and only God, including the integration of the divine principle, will be incorporated into the forthcoming Indonesian National Covenant Law.

The grundnorm theory posits that the principle of the divine functions as both the origin and enactment of the grundnorm itself. The teachings of godliness, viewed as divine instructions, are identified as the foundation of the grundnorm. This is because the grundnorm represents the most essential legal rule that governs human existence and serves as the basis upon which more detailed and specific legal rules are established. Consequently, the highest or most fundamental rules find their roots in god and the natural law theory, with subsequent elaboration into more specific regulations.

In the Indonesian context, the grundnorm is Pancasila, with its first principle emphasizing the belief in the one and only God. It is essential to contemplate the integration of the principle of divine belief into our forthcoming national covenant law. This entails actualizing the teachings of the singular deity in the practical aspects of the Indonesian nation through regulatory measures within the realm of contract law.

B. Legal Consciousness and Law Obedience Theory

Legal consciousness can be categorized into two main types: positive legal consciousness, which aligns with legal compliance, and negative legal consciousness, synonymous with legal disobedience. Various scholarly works elucidate that individuals adhere to or refrain from violating the law not only as a preemptive measure or due to the apprehension of potential sanctions but also in response to external pressures from peers or groups. When an exemplary figure strongly condemns actions contrary to the law, it can serve as a deterrent, dissuading individuals from breaking the law. Alternatively, some individuals may choose to abide by legal norms driven by personal and moral convictions. Conversely, others may opt not to comply with the law, also influenced by moral considerations (Djumikasih et al., 2021).

The concept of the divine principle is encompassed within the third category of obedience, referred to as internalization. When an individual adheres to a rule, it is authentic because they believe the rule aligns with the inherent values they cherish. For instance, the notion of godliness is embedded in the law of agreement. In this scenario, it will bolster the faith of Indonesian citizens in their deity and the observance of their respective religious doctrines. The execution of the commandments prescribed by the almighty god can genuinely be achieved, particularly within the context of agreements.

C. Natural Law Theory

Natural law is a legal principle that exists above positive law, displaying qualities of immutability and universality. It operates automatically and encompasses inherent rights and corresponding obligations, rooted in a natural order believed to be established by a divine entity or through other means. Humans can comprehend these laws through a priori reasoning, elucidating a natural order through the application of rational thought (Baehaqi, 2013). Natural law arises from the aspiration to refine imperfect, flawed, and inadequate positive law, which falls short as a manifestation of a noble, elevated, and flawless legal system. The evolution of natural law stems from the inclination to harmonize diverse temporal positive laws. Various perspectives exist regarding the consequences or interplay between natural law and positive law: some assert that natural law constitutes positive law (*ius constitutum*); others contend that natural law represents an ideal, serving as a standard for positive law (*ius constituent*); while some argue that natural law contradicts positive law, leading to a competition between the two (Djumikasih et al., 2021).

The dissemination of natural law from Greek and Roman cultures into medieval society was primarily facilitated and developed by Thomas Aquinas (1224-1274). Aquinas posited that the *lex aeterna*, or eternal law, constitutes the divine governance of the entire universe. This law originates from the divine mind and is established for the well-being of all creatures, encompassing humanity and nature as a whole. In the context of human beings, the divine law, a component of *lex aeterna*, is revealed to them through statements in the word of God, known as divine revelation. Additionally, there exists the concept of natural law (*ius naturale*), a subset of *lex aeternae*, where humans assume a role as rational beings. It is essential to note that natural law should not be viewed as a rival to positive law; rather, it embodies a critical normative concept that complements positive law.

Law represents justice, asserting that all humans share an equal standing before God. Each person is answerable to God, while also occupying distinct roles and functions within society. In line with Brunner's perspective, fundamental human rights encompass the liberty to practice one's beliefs, protection against slavery for the preservation of life and bodily autonomy, personal property entitlements, the right to employment, and access to education and learning. Brunner differentiates freedom rights as inherent entitlements attached to individuals in any circumstance, necessitating safeguarding.

In natural law theory, the divine principle encompasses *lex divina*, representing a divine proclamation articulated in the word of God that regulates human existence. Within Islamic law, this divine principle has been integrated as a foundational element in Islamic contractual law, signifying its transformation into *lex naturale/ius naturale* in this legal context. Should the divine principle be subsequently incorporated into national contract law, it would transition into positive law.

The operation of the divine principle is manifested through the theory of natural law, which encompasses legal norms that are above positive law, unchanging, and universally applicable. These norms inherently derive from the natural order established by a divine entity, whether recognized as God or not. Inherent rights, accompanied by corresponding obligations, may exist based on this divine or natural order. Humans can a priori comprehend these laws and inherent rights through natural reason, as elucidated by Notohamidjojo in 1975. The concept of natural law emerges from the aspiration to perfect positive law, which is deemed imperfect, flawed, and inadequate, by envisioning an ideal, elevated, and flawless representation of legal principles. Natural law evolves as a response to the need for the unification of diverse beneficial laws across various regions, countries, and historical periods.

There are diverse viewpoints regarding the interplay between natural law and positive law. Some argue that natural law is synonymous with positive law, representing established legal principles. Others posit that natural law serves as an ideal, a standard by which positive law should be measured, emphasizing its role in shaping legal norms. Conversely, some contend that natural law conflicts with positive law, creating a competitive dynamic between the two. The roots of natural law can be

traced back to Greek and Roman cultures, with its significant development occurring in medieval culture, notably through the work of Thomas Aquinas (1224-1274). According to Aquinas, eternal law, or divine law governing the entire universe, emanates from the mind of God. *Lex aeternae*, an integral component of eternal law, is designed for the benefit of all creatures, including humans and nature, forming a cohesive system. For humans, divine truth is communicated through *lex divina*, a subset of *lex aeternae*, revealed through divine revelations in the word of God. Additionally, there exists natural law (*ius naturale*), another facet of *lex aeternae*, guiding human conduct as rational beings. Natural law is foundational and serves as a guiding principle for positive law, deriving and establishing legal norms.

Natural law should not be regarded as a rival to positive law; rather, it encompasses the crucial normative concept inherent in positive law, as asserted by Brunner. The fundamental essence of natural law lies in the pursuit of justice. In the eyes of God, all humans share a common existence, and each individual is answerable to God. Furthermore, individuals hold distinct roles and functions within society. According to Brunner, indispensable elements of natural law include the freedom to practice religious beliefs, the right to life and bodily integrity (opposition to slavery), personal property rights, the right to work, and the right to education. Brunner distinguishes between freedom rights and human rights, emphasizing that freedom rights are innate from birth and necessitate societal protection under all circumstances.

The conclusion derived from natural law theory is that the divine principle encompasses *lex divina*, which constitutes divine revelation articulated in the word of God to regulate human conduct. Within Islamic law, the *Ilhaliyah* principle has been integrated as a fundamental element of Islamic contract law, signifying its role as *lex naturale/ius naturale* in this legal framework. If the *Ilhaliyah* principle is subsequently incorporated into national contract law, it will thereby transform into positive law.

D. The Operation of the Divine Principle through *Pacta Sunt Servanda*

Pacta sunt servanda means that an agreement is binding (Davison-Vecchione, 2015). This theory is rooted in the continental European legal tradition and posits that the validity of an agreement is contingent upon adherence to applicable law, conformity with customs, and practical feasibility, thereby characterizing it as an agreement entered into in good faith. Clauses within such contracts carry binding legal force, obligating the involved parties while ensuring that the execution of the contract does not detrimentally impact either of the contracting parties or third parties external to the agreement. The principle of *sunt servanda* asserts that agreements obligate the parties involved, and this obligation is tantamount to the legal authority established by legislatures and governments. *Pacta sunt servanda* serves as a foundational theory necessitating various interpretations and adjustments, which may vary in application when implemented in practical scenarios (Fuady, 2014).

Religious doctrines consistently underscore the significance of honouring commitments, emphasizing the sanctity of promises. Preserving human dignity and

sanctity is a paramount objective across all religions. Consequently, religious teachings highlight the utmost importance of fulfilling contractual obligations, as promises are deemed sacred. In Hinduism, followers are instructed that discharging promises is not a trivial responsibility; neglecting it can be deemed a sin, with the promise of significant rewards in the afterlife for those who uphold their commitments. Brihaspati issues a stern warning, asserting that a person failing to fulfil a promise to repay a debt may undergo rebirth in the creditor's household, assuming a subservient role or even incarnating as an unmarried female or a four-legged animal. Narada further asserts that compliance with commitments rightfully belongs to creditors. In essence, failing to repay debts is equated with misappropriating someone else's property for the debtor's advantage, akin to the actions of a thief (Djumikasih, Thohir Luth, 2021).

Both Christians and Muslims highly value the importance of adhering to contracts. Within Islam, the act of breaking a promise is viewed as indicative of hypocrisy. Christianity similarly emphasizes the sanctity of contracts, emphasizing the obligation to uphold agreements, even if they are entered into with adversaries. Prophet Muhammad exemplified this principle by entering into a contract with the Jewish community in Medina, later known as the Medina Charter. In Judaism, the recurring theme of keeping promises is evident across various scriptures. The divine principles guiding these religions underscore the commitment to honour agreements based on one's faith in God, transcending mere obedience to His commands. Consequently, individuals feel a constant spiritual oversight, prompting them to fulfil their agreements with the awareness of being observed by God.

In the given context, when examined through the lens of the *pacta sunt servanda* theory, it can be inferred that the principle of divinity is in accordance with, and even surpasses, the *pacta sunt servanda* theory. The divinity principle aligns with the *pacta sunt servanda* theory as both emphasize the obligation for parties entering into a valid agreement to adhere to its terms. The author contends that the divinity principle holds a superior position to the *pacta sunt servanda* theory due to the latter's inherent nature, which mandates individuals to fulfil agreements as they serve as a legal framework for the involved parties. Consequently, agreements must be executed in good faith and cannot be unilaterally terminated. Expanding on this, as articulated by Achmadi Miru, the *pacta sunt servanda* principle is intricately linked to the principles of good faith and the valid causa requirement for legal validity. It is discerned from these legal principles that the application of *pacta sunt servanda* can be constrained if, during the agreement, one party exhibits bad faith or harbours malicious intentions.

The principle of good faith in contractual agreements is closely tied to the validity of discussions, particularly concerning the conditions of legal causes. In this context, the legal cause requirement stipulates that, for an agreement to be considered valid, it must not contravene the law, public order, morality, or decency. As per a Supreme Court decision, the absence of good faith during the agreement is deemed to be in opposition to decency or morality. Consequently, the agreement needs to be amended,

reducing the initial 5% monthly interest to 2% per month to maintain consistency. If we adhere to consistency, an agreement lacking the prerequisites of a valid cause at its inception is legally void, signifying that the agreement is not valid and is treated as though it never existed. In the event of an invalid agreement, the principle of *pacta sunt servanda* cannot be enforced.

About the principle of divinity, if we consistently uphold that the foundation of our nation is Pancasila and the belief in the one and only God, the element of spirituality should also be integrated into our contract law. One approach to incorporate the spiritual aspect into the regulations governing the validity of agreements is by stipulating those legitimate causes, construed to mean that the agreement must not conflict with the law, public order, and morality, should additionally adhere to the provisions established in the agreement. What is formulated must also not run counter to the religious doctrines of the parties involved. This is imperative to manifest Pancasila; the principles enshrined in Pancasila ought to be translated into tangible societal practices, extending beyond mere slogans or rote memorization, and encompassing the domain of contracts and contract law.

The principle of divinity holds a more substantial position of influence compared to the *Pacta Sunt Servanda* principle. *Pacta Sunt Servanda* maintains that agreements are binding as law for the involved parties, necessitating faithful execution. Consequently, adherence to an agreement under *Pacta Sunt Servanda* is grounded in an external authority, namely "the law." In contrast, the divinity principle asserts that one's commitment to fulfilling an agreement arises from an internal source—specifically, their faith in God and adherence to religious teachings.

The concept of the divine principle holds greater significance and influence compared to the principle of *Pacta Sunt Servanda*. *Pacta Sunt Servanda* asserts that agreements are legally binding and must be executed in good faith, with individuals adhering to the terms based on external legal obligations. In contrast, the principle of godliness emphasizes that one's commitment to fulfilling agreements arises from an internal source – namely, personal faith in God and adherence to religious teachings.

The voluntary adherence to divine principles is deemed ideal for the execution of national arbitration decisions. In cases where voluntary compliance is unattainable, an application for execution should be made to the district court. The pivotal role of divine principles (divinity) in ensuring the effective enforcement of such decisions cannot be overstated. Presently, the execution of arbitration decisions in Indonesia seems suboptimal, with some parties facing challenges in enforcing these decisions. Thus, incorporating divine principles (divinity) is imperative for achieving optimal outcomes, as the involved parties will be mindful of and reverent towards the Almighty, considering the existence of the afterlife and individual accountability. Despite an analysis of the Arbitration Law and ADR, it is noteworthy that there is no comprehensive coverage of divine principles in any chapter, article, or explanation within the existing Arbitration Law and ADR. This absence may contribute to the challenges faced in implementing arbitration decisions voluntarily.

The arbitration case that ultimately concluded in the commercial court pertained to a dispute between PT. Atmindo and PT. Palmechandra Abadi. The National Arbitration Board (BANI) Medan rendered its decision, documented as Number 01/IV/ARB/BANI-Mdn/2006 in January 2007. According to the BANI Medan decision, PT. Palmechandra Abadi was ordered to settle the outstanding costs for a spare part replacement in the procurement of palm oil mill (PKS) boiler equipment in Palembang, totalling IDR 650,979,463, within 30 days from the arbitration decision. However, during the implementation phase, PT. Palmechandra Abadi, burdened with additional obligations to various creditors, eventually faced bankruptcy proceedings.

In the bankruptcy case with the reference number 03/Bankruptcy/2007/PN.Niaga.Mdn, PT. Atmindo, along with PT. Krida Pujimulyo Lestari and PT. Bank Bukopin Branch Medan collectively emerged as creditors in the bankruptcy proceedings against PT. Palmechandra Abadi. This suggests that despite the BANI decision having acquired permanent legal validity for execution, practical challenges persist in enforcing the decision concerning debt repayments.

In another arbitration case, the party that was unsuccessful in a business dispute failed to adhere to the arbitration ruling. Within a 30-day period, the unsuccessful party also submitted a request for the annulment of the arbitration decision to the district court of Kediri, under Case No. 54/Pdt.G/2015/PN.Kediri. In this particular instance, the party on the losing end of a breach of contract dispute refused to accept the arbitration decision, mirroring a similar case in Registration No. 13/ARB/BANI-SBY/I/2015 of the Indonesian National Arbitration Board (BANI) Surabaya representation.

The dispute involved PT. Fajar Parahiyangan and the city government of Kediri, represented by the public works office of Kediri and the commitment-making official (PPK) at the public works office of Kediri, concerning the construction service work package (construction contract) for the Brawijaya bridge construction in Kediri, as outlined in the construction work agreement letter numbered 1697/XII/KONT.FISIK/APBD/2010 dated December 8, 2010. The primary contract's duration was 755 (seven hundred fifty-five) days. In this particular case, the party at fault, namely the city government of Kediri, the public works office of Kediri, and the commitment-making official (PPK) at the public works office of Kediri, failed to implement the arbitration decision from Surabaya, East Java.

The instance in which divine principles, such as divinity, were not applied pertains to the disagreement between the Regional Water Company (PDAM) Surya Sembada in Surabaya and the public company (PERUM) Jasa Tirta I concerning the extraction and utilization of surface water, identified by the case numbers BA.A/248/PDAM/2018 and 0009. I/PK/DRUT/V/2018. In this contractual arrangement, PDAM Surabaya violated the terms by failing to remit the water resources management service fee (BJPSDA) to the public company (*Perum*) Jasa Tirta I Malang, as specified in the agreement. The chosen venue for resolving this dispute is through ad-hoc Arbitration.

In the instance of a contractual breach in the construction execution agreement between PT. Nugraha Adi Taruna and the municipal government of Kediri, represented by the Public Works Office of Kediri and the Commitment Making Official (PPK) at the Public Works Office of Kediri, about the construction service work package for the Poltek II building in Kediri, as outlined in Construction Work Agreement Letter number 1032/KONT/FISIK/APBD/2009 dated October 8, 2009, PT. Nugraha Adi Taruna, as the party at fault against the municipal government of Kediri, the Public Works Office of Kediri, and the PPK at the Public Works Office of Kediri, has acknowledged and adhered to the Arbitration decision rendered in Surabaya, East Java. The contract had a duration of 800 calendar days, with a maintenance period of 180 days, and a contract value of IDR 88,901,861,280, inclusive of value-added tax (VAT).

The provided text discusses a breach of the agreement by PDAM Ngawi against the public company (PERUM) Jasa Tirta I Malang I outlined in agreements numbered 02/PPA/PDAM/DJA-VI/2009 and 690/06.00/404.402/2009, which were amended by agreement letters numbered 03/PPA/PDAM/DJA-VI/2009 and 690/05.62/404.402/2009. These agreements pertain to the extraction and utilization of surface water between the public company (PERUM) Jasa Tirta I and the regional drinking water company (PDAM) of Ngawi Regency. In this instance, the parties opted for an alternative resolution through mediation at the Ngawi district court on November 30, 2022, to settle the breach of the agreement between PDAM Ngawi and PJT I Malang.

The chronology between PDAM and PJT I Malang involves the implementation of the extraction and utilization of surface water from February to December 2019. The defendant or the party of the second part has failed to fulfil its obligations as stipulated in the legislation, specifically in fully paying the water resources management service fee (BJPSDA). This fee is determined based on the volume of water extracted, with a tariff according to the regulations applicable to the plaintiff or the party of the first part, amounting to IDR 4,066,954,224 (four billion sixty-six million nine hundred fifty-four thousand two hundred twenty-four rupiahs).

Furthermore, the revenue generated from the BJPSDA collection, which was supposed to be received by the plaintiff/party of the first part, constitutes income derived from the provision of water resources management services by the plaintiff/party of the first part. These services fall under taxable services (Jasa Kena Pajak or JKP) and are not exempted, as stipulated in Article 4A, paragraph (3) of Law Number 8 of 1983 regarding value-added tax on goods and services and sales tax on luxury goods, as subsequently amended, most recently by the Republic of Indonesia Law Number 42 of 2009. However, in practice, from 2016 to 2019, the defendant/party of the second part failed to fulfil the obligation to remit the value-added tax (PPN) collected by the plaintiff/party of the first part as per the invoices issued. These invoices encompass the obligation to remit BJPSDA along with the monthly value-added tax (PPN). Consequently, during the period from 2016 to 2019, the plaintiff/party of the first part had to make advance payments for the value-added tax.

The total outstanding and forthcoming obligation from the defendant, referred to as the party of the second part, to the plaintiff, denoted as the party of the first part, in the form of Value Added Tax (VAT) spanning from the year 2016 to 2019, amounts to IDR 188,708,949 (one hundred eighty-eight million seven hundred eight thousand nine hundred forty-nine rupiahs). The party of the second part expresses their willingness to settle the entire obligation, inclusive of the Water Resources Management Service Fee (BJPSDA) from February to December 2019, totalling IDR 4,066,954,224 (four billion sixty-six million nine hundred fifty-four thousand two hundred twenty-four rupiahs), and the Value Added Tax (VAT) for the years 2016 to 2019, totalling IDR 188,708,949 (one hundred eighty-eight million seven hundred eight thousand nine hundred forty-nine rupiahs). The payment will be executed in instalments, with a minimum monthly amount of IDR 10,000,000 (ten million rupiahs), within a specified timeframe of 10 (ten) years commencing from the date of endorsement of this settlement agreement. The funds will be transferred to the account of the party of the first part, PJT I Malang.

The Implementation of the Divine Principle in the Execution of National Arbitration Awards in Indonesia

The effective implementation of divine principles in the enforcement of arbitration awards unquestionably necessitates a shared intention among the involved parties to find mutually agreeable solutions for the overarching welfare, commonly referred to as "*maslahah*" or benefit. This process entails thoughtful counsel and a profound philosophical approach from their legal representatives, along with guidance from the presiding chief judge of the district court after the resolution of a business dispute through arbitration or upon the attainment of final legal validity. It encompasses the provision of comprehension to the parties, facilitated by both their legal representatives and the chief judge who has received the application for the execution of the arbitration award.

By al-Shatibi's perspective, the principle "where there is benefit, there is the law of Allah" is upheld by Ibrahim Hosen, who employs *maslahah al-mursalah* as a valid legal basis. Under this concept, Ibrahim contends that numerous contemporary issues, not explicitly addressed in the Qur'an or Sunnah, can be assigned legal status through the reapplication of Islamic law. Ibrahim advocates for the promotion of the *maslahah al-mursalah* approach in legal matters, asserting that the benefits to the community are manifold, diverse, and continually evolving with the progress of time (Juhaya et al., 2011).

Maslahah, or benefit, involves the attainment of advantages or prevention of harm or disadvantages. However, the pursuit of benefits and avoidance of harm are not merely human objectives; they are integral to human goals. In the context of arbitration decisions in Indonesia, there are instances where compliance is lacking, highlighting the essential role of applying divine principles, particularly those rooted in monotheism, in enforcing arbitration awards.

According to Imam Al-Ghazali's theory of benefit (*maslahah*), the emphasis is on securing benefits and averting harm or disadvantages. Nevertheless, the ultimate purpose extends beyond the mere achievement of human objectives, focusing on preserving the goals outlined by Islamic law. These goals encompass safeguarding religion, life, intellect, progeny, and property. Laws aligned with the preservation of these five aspects are deemed *maslahah*, while anything undermining them is considered *mafsadah* (harm), with rejection serving as *maslahah*. Imam Al-Ghazali takes a distinct approach by framing the goals of his law (*maqashid tasriiyah*) around the paramount principles of preserving religion, life, intellect, progeny, and personal property. Al-Ghazali, Al-Mustasfa Min 'Ilm Al-Usul, (Lebanon : Bairut Darul Fikr, tt), p. 257.

Additionally, al-Shatibi categorizes *maslahah* into two dimensions: *maslahah* about its existence in the world and its alignment with Sharia principles. In the context of its worldly existence, *maslahah* refers to elements that contribute to the enhancement of human life and the realization of objectives embraced by intellectual and emotional qualities. Therefore, in practical terms, *maslahah* is intricately linked to societal customary practices.

The implementation and enforcement of arbitration awards, which embody the core principles of monotheism, "For justice based on the oneness of the Almighty," unequivocally necessitate the intention of the disputing parties to adhere to the decision. Parties must engage in consultations, striving to find common ground for the greater good (*maslahah*), in line with the theories of benefit (*maslahah*) articulated by Imam Al-Ghazali and Imam Shatibi, where the presence of benefit aligns with the divine law. Additionally, legal representatives should offer advice and adopt a profound philosophical approach. This approach ensures that all parties comply with arbitration decisions. In cases where a party rejects or fails to comply with an arbitration decision, as outlined in Article 62 of the Arbitration Law, an application for execution can be submitted to the district court, and the arbitration decision may be nullified according to Article 70 of the Arbitration Law. Consequently, the incorporation of divine principles (monotheism) is crucial in the implementation of arbitration decisions, serving as a guide from the chief judge of the district court to the parties through consultations aimed at finding common ground for the greater good and justice.

The effective enforcement of Arbitration decisions relies on the parties' intention, guidance from their legal representatives, and direction from the chief judge following the resolution of a business dispute case through Arbitration, which has acquired legal validity. The parties must comprehend the divine principles involved, facilitated by their legal representatives and the chief judge who has received the application for the Arbitration decision execution. The divine principles application through legal representation is essential to ensure the voluntary implementation of the Arbitration decision by the disputing parties.

In a resolved arbitration dispute adjudicated by the commercial court, a conflict arose

between PT. Atmindo and PT. Palmechandra Abadi. The National Arbitration Board (BANI) Medan issued a decision under-representation number 01/IV/ARB/BANI-Mdn/2006 in January 2007. Another case involved PT. Fajar Parahiyangan and the government of Kediri, represented by the public works office of Kediri and the commitment-making official (PPK) at the public works office of Kediri. This pertained to the construction service work package for the Brawijaya bridge in Kediri, as specified in construction work agreement letter number 1697/XII/KONT.FISIK/APBD/2010 dated December 8, 2010. The main contract had an implementation period of 755 days. In this particular case, the party that lost, comprising the government of Kediri, the public works office of Kediri, and the commitment-making official (PPK) at the public works office of Kediri, failed to adhere to the Surabaya East Java Arbitration decision. Subsequently, within 30 days, the losing party sought the annulment of the arbitration decision in the Kediri district court under case number 54/Pdt.G/2015/PN.Kediri.

The legal dispute involved PDAM Surya Sembada, the regional water company in Surabaya, and the public company PERUM Jasa Tirta I, concerning the extraction and utilization of surface water. The reference numbers for this case are BA.A/248/PDAM/2018 and 0009. I/PK/DRUT/V/2018. In this agreement, PDAM Surabaya defaulted on the payment of the water resources management fee (BJPSDA) to PERUM Jasa Tirta I Malang, as outlined in the agreement. The chosen forum for dispute resolution was ad-hoc arbitration.

Another case involved PT. Nugraha Adi Taruna with the city government of Kediri, represented by the public works office of Kediri and the commitment-making official (PPK) at the public works office of Kediri. It pertained to the construction service work package for the Poltek II building in Kediri, as indicated in the construction work agreement letter no. 1032/KONT/FISIK/APBD/2009 dated October 8, 2009. PT. Nugraha Adi Taruna, despite losing to the city government of Kediri, the public works office of Kediri, and the commitment-making official (PPK), accepted and implemented the decision of the Surabaya East Java Arbitration.

Similarly, PT. Murni Konstruksi Indonesia encountered a legal dispute with the municipal government of Kediri, represented by the Public Works Office of Kediri and the Commitment Making Official (PPK) at the Public Works Office of Kediri. The dispute pertained to the construction service work package for the RSUD Gambiran II in Kediri, as outlined in Construction Work Agreement Letter No. 1033/KONT.FISIK/APBD/2009 dated October 8, 2009. In this instance, PT. Murni Konstruksi Indonesia, which was unsuccessful in its case against the municipal government of Kediri, the Public Works Office of Kediri, and the PPK at the Public Works Office of Kediri, has received and complied with the decision rendered by the Surabaya East Java Arbitration.

The matter at hand pertains to a contractual breach (default) committed by PDAM Ngawi against the public company (Perum) Jasa Tirta I Malang, as stipulated in agreement numbers 02/PPA/PDAM/DJA-VI/2009 and 690/06.00/404.402/2009.

These agreements have been modified through letters numbered 03/PPA/PDAM/DJA-VI/2009 and 690/05.62/404.402/2009, specifically addressing the extraction and utilization of surface water between the public company (PERUM) Jasa Tirta I and the regional water company (PDAM) of Ngawi regency. To resolve the issue, the involved parties opted for an alternative dispute resolution through mediation at the Ngawi district court on November 30, 2022, to reach an agreement between PDAM Ngawi and PJT I Malang. Ultimately, PDAM Ngawi is obligated to remit the water resources management fee (BJPSDA) and VAT to Perum Jasa Tirta I Malang.

4. Conclusion

The voluntary adherence to national arbitration awards is deemed ideal for their effective enforcement. The successful execution of these decisions necessitates a commitment to upholding divine principles. In the context of enforcing arbitration awards in Indonesia, the author must incorporate these divine principles. Instances have been observed where parties involved in business dispute cases, which were resolved at the Indonesian National Arbitration Board (BANI) Surabaya branch, failed to comply with or accept arbitration rulings in Indonesia. The losing party has undertaken various measures, including filing for the annulment of the arbitration decision in the district court and escalating the matter to the commercial court.

The application of Divine principles, specifically monotheism, and a philosophical approach characterized by depth, comprehensiveness, and speculation becomes imperative in the aforementioned cases. Consequently, the exploration of philosophy will extensively and fundamentally address legal issues in normative research. The objective of this exploration is to attain optimal results, as the disputing parties are expected to be mindful of and reverent towards the one God, taking into account the existence of the afterlife and the individual accountability each person will face. Socrates once asserted that the true role of philosophy is not merely to provide answers to posed questions but to scrutinize the given answers. Therefore, philosophical exploration encompasses teachings in ontology (essence), axiology (values), epistemology (knowledge), and theology (purpose) to achieve profound clarity within the bounds of human knowledge. Subsequently, the author employs various theories to propose solutions or address issues related to the enforcement of arbitration awards in Indonesia. These theories include the grundnorm theory, legal consciousness and obedience theory, natural law theory, and pacta sunt servanda theory. In elucidating the operation of the divine principle in the execution of arbitration awards in Indonesia, the author relies on principles associated with grundnorm theory, legal consciousness and obedience theory, natural law theory, and pacta sunt servanda theory.

The effective implementation of divine principles in the enforcement of arbitration awards unquestionably necessitates a shared intention among the parties involved to find mutual ground for the overarching benefit or *maslahah*. This process entails counsel and a deeply philosophical approach from their legal representatives, along

with direction from the chief judge of the district court after the resolution of a business dispute through arbitration or upon the attainment of definitive legal authority. It encompasses fostering comprehension among the parties, facilitated by their legal representatives and the chief judge who has received the application for executing the arbitration award.

According to al-Shatibi, the principle "where there is benefit, there is the law of Allah" is cited by Ibrahim Hosen as a legal foundation. Hosen utilizes the concept of *maslahah al-mursalah* as evidence to address contemporary issues not explicitly covered in the Qur'an or Sunnah, asserting that their legal status can be determined for the advancement of Islamic law. Ibrahim advocates for the widespread adoption of the *maslahah al-mursalah* approach in legal cases, emphasizing that the benefits to the community are diverse, continually evolving, and subject to change with societal progress.

Maslahah, which translates to benefit, involves the acquisition of advantages and the prevention of harm or disadvantages. However, it is essential to note that the ultimate human objective extends beyond the mere pursuit of benefits and avoidance of harm; it encompasses the realization of goals. In the context of arbitration decisions in Indonesia, adherence to divine principles, particularly monotheism, becomes imperative for enforcing awards. Imam Al-Ghazali, in his theory of benefit (*maslahah*), underscores the importance of obtaining benefits and averting harm. Nevertheless, the intended purpose transcends individual benefits and harms, focusing instead on preserving the goals outlined in Islamic law. These goals include safeguarding religion, life, intellect, progeny, and property. Any law aligned with these objectives is termed *maslahah*, while anything contrary to them is considered mafsadah, or harm, with rejection serving as *maslahah*. Imam Al-Ghazali, in his interpretation, presents the concept differently, framing the goals of his legal framework (*maqashid tasriyyah*) around the fundamental principles of preserving religion, life, intellect, progeny, and personal property.

Furthermore, al-Shatibi categorizes *maslahah* into two dimensions: *maslahah* as it manifests in the world and its alignment with Sharia principles. Regarding its worldly manifestation, *maslahah* pertains to endeavors that foster human well-being and encompass achievements endorsed by intellectual and emotional attributes. Consequently, in practical terms, *maslahah* is intricately linked to societal norms. The implementation of divine principles in the execution of arbitration awards, embodying the core tenets of monotheism, "for justice based on the oneness of the Almighty," undeniably necessitates a sincere intention from the disputing parties to comply with the decision. The involved parties must engage in consultations and strive to find common ground for the greater good (*maslahah*), by the theories of benefit (*maslahah*) presented by Imam Al-Ghazali and Imam Shatibi, emphasizing that where there is benefit, there lies the law of Allah. Additionally, legal representatives should provide advice and employ a profound philosophical approach. This approach ensures that all parties adhere to arbitration decisions. If a party refuses to accept or comply with an arbitration decision, as outlined in Article 62 of the Arbitration Law,

an application for execution can be submitted to the district court, and the arbitration decision may be invalidated by Article 70 of the Arbitration Law. Hence, the application of divine principles, particularly monotheism, is paramount in arbitration implementation decisions to guarantee that the parties maintain obedience to the arbitration ruling. Guidance from the chief judge of the district court to the parties, through consultations aimed at finding common ground for the greater good and justice, further reinforces this imperative.

References

- Adolf, H. (2020). *Hukum penyelesaian sengketa internasional*. Sinar Grafika.
- Al-Ghazali. (1971). *al-Mustasfa min 'Ilm al-Usul*. Bairut, Dar al-Fikr.
- Al-Shatibi, A. I. (1997). *al-Muwafaqat fi Usul al-Ahkam*. Beirut: Dar-Al-Fikr, Tt.
- Baehaqi, J. (2013). *Dialektika Hukum Islam dan hukum Nasional Dalam Formulasi Hukum Perbankan Syariah di Indonesia*. Universitas Deponegoro.
- Davison-Vecchione, D. (2015). 'Beyond the Forms of Faith : Pacta Sunt Servanda and Loyalty.' *German Law Journal*.
- Djumikasih, Thohir Luth, A. R. B. dan I. K. (2021). The Notian of Divine Prinsiple (Asas Ilahiyah) In Indonesian Contract Law. *Barawijaya Law Journal*, 8(1).
- Djumikasih, Luth, T., Budiono, A. R., & Koeswahyono, I. (2021). The Notian of Divine Prinsiple (Asas Ilahiyah) In Indonesian Contract Law. *Barawijaya Law Journal*, 8(1), 156.
- Efendi, J., Ibrahim, J., & Rijadi, P. (2016). *Metode Penelitian Hukum: Normatif dan Empiris*.
- Fuady, M. (2014). *Munir Fuady, Teori Teori Besar (Grand Theory) Dalam Hukum*. (Jakarta: Kencana, 2014).
- Grasia Kurniati, S. H. (2016). Studi Perbandingan Penyelesaian Sengketa Bisnis dan Implementasinya Antara Lembaga Badan Arbitrase Nasional Indonesia dan Singapore International Arbitration Centre. *Jurnal Ilmiah Hukum DE'JURE: Kajian Ilmiah Hukum*, 1(2), 201–234.
- Hamdani, F., Dimiyati, K., Hum, S. H. M., & Kelik Wardiono, S. H. (2016). *PARADIGM PROPHETIC Critique of Rational Paradigm Based on the Charter of Medina Top Concept Morality of Law HLA Hart*. Universitas Muhammadiyah Surakarta.
- Juhaya, S. P., Hukum, T., & Aplikasinya, C. V. (2011). *Pustaka Setia*. Bandung.
- Khoidin, M. (2013). *Hukum Arbitrase Bidang Perdata*. CV. Aswaja Presindo.
- Kuntowijoyo. (2004). *Islam Sebagai Ilmu : Epistemologi, Metodologi dan Etika*. PT. Mizan Publika.
- Margono, S. (2004). *ADR alternative dispute resolution: Arbitrase proses pelemagaan dan aspek hukum*.
- Mono, H. (2014). *Alternatif Penyelesaian Sengketa dan Mediasi*. Bayumedia Publishing. Malang.
- Nabilasari Lesmana, E., & Yustiawan, D. G. P. (2023). Civil Law Analysis of Unwritten Agreements in Business Activities. *POLICY, LAW, NOTARY AND REGULATORY ISSUES*, 2(2), 109–116. <https://doi.org/10.55047/polri.v2i2.568>
- Pamolango, J. T. (2015). Tinjauan Yuridis Terhadap Kewenangan Arbitrase Dalam Penyelesaian Sengketa. *Lex Administratum*, 3(1).
- Rajagukguk, E. (2000). Arbitrase dalam putusan pengadilan. (No Title).
- Riza, F., & Abduh, R. (2019). Alternatif Penyelesaian Sengketa Secara Arbitrase Melalui Pemanfaatan Teknologi Informasi. *De Lega Lata: Jurnal Ilmu Hukum*, 4(1), 77–86.
- Rumaidan, I. (2016). *Pelaksanaan Dan Hambatan Eksekusi Putusan Arbitrase Oleh Pengadilan Negeri (Jakarta: Puslitbang Hukum dan Peradilan Badan Litbang Diklat Kumdil Mahkamah Agung RI, 2016)*.
- Saragih, R. F. (1999). *Lembaga Alternatif Penyelesaian Sengketa*, *Jurnal Hukum Dan Pembangunan*, No.4, Tahun XXIX, Oktober - Desember 1999.
- Tampongangoy, G. H. (2015). Arbitrase Merupakan Upaya Hukum Dalam Penyelesaian Sengketa Dagang Internasional. *Lex Et Societatis*, 3(1).

- Winarta, F. H. (2022). *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia dan Internasional: Edisi Kedua*. Sinar Grafika.
- Witanto, D. Y. (2011). Hukum acara mediasi dalam perkara perdata di lingkungan peradilan umum dan peradilan agama. *Alfabeta. Bandung*.