Juridical Review Of Annulment Of Arbitral Awards By District Courts Reviewed From Law No. 30 Of 1999 On Arbitration And Alternative Dispute Resolution (Case Study Case Number 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt)

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Abstract
Arbitration as an alternative to resolving business disputes offers a fast, confidential, and final process, but this finality is limited by the provisions of Law Number 30 of 1999 which allows for cancellation under certain conditions. This normative legal research analyzes the legal basis for the cancellation of an arbitration award through a case study of the West Jakarta District Court Decision Number 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt. The results of the study show that cancellation is only permitted based on three limiting reasons in Article 70 of the Arbitration Law. In the case of PT Talkindo Selaksa Anugrah, the judge annulled the BANI decision based on the discovery of important hidden documents and the existence of trickery. The judge's considerations reflect the balance between maintaining the principle of finality of arbitration and upholding substantive justice, although the standard of proof applied is more flexible than international standards. The annulment of an arbitration award must still be seen as an extraordinary corrective mechanism that is applied strictly, without sacrificing the integrity of the arbitration process, because finality should not protect dishonest practices in dispute resolution.

I. Introduction

In social and business life, differences of opinion or views are normal, but when not resolved properly, they can turn into formal disputes. While no one wants a dispute, every party in a business relationship should be prepared to anticipate it, especially in the context of complex business agreements. The Indonesian legal system recognizes two paths of dispute resolution: litigation (court) and non-litigation (out of court). Alternative Dispute Resolution (APS) includes negotiation, conciliation, consultation, expert assessment, mediation, and arbitration, which developed in response to dissatisfaction with conventional litigation processes that are often time-consuming, high-cost, and result in "win-lose" awards (Winarta, 2022).

Arbitration occupies a privileged position in the APS as a process in which the parties submit disputes to an impartial arbitrator to obtain a final and binding award (Situmorang, 2020). This concept is in line with the principle of the autonomy of the parties in treaty law and the principle of freedom of contract. Arbitration is increasingly preferred in cross-border business transactions, with more than 80% of international business transactions listing arbitration clauses (Wajdi et al., 2023).

The advantages of arbitration include the confidentiality of the process, the specific expertise of the arbitrator, the flexibility of the procedure, and the final nature of the award. Compared to litigation that takes 3-5 years, arbitration only takes 6-9 months to a decision. The confidentiality aspect is also highly valued to protect the company's reputation and strategic information. Despite its many advantages, arbitration still faces challenges, especially efforts to overturn an award. Law No. 30/1999 exhaustively regulates the reasons for annulment of the arbitration award, including: the existence of false documents, the discovery of important documents that are hidden, or the existence of deception. These restrictions maintain the integrity and finality of the arbitral award (Agus Santoso et al., 2023).

Arbitration is a more desirable alternative to conventional court channels because it offers time efficiency, judgment by experts in the field, and guarantees of process confidentiality (Dodi & Sh, 2022). According to Sutiyoso's (2018) notes, the arbitration process generally only takes 6-9 months, much more efficient than litigation which can last 3-5 years to get a decision with permanent legal force. Soemartono (2016) emphasized that the confidentiality aspect of arbitration is very crucial for business people to protect their reputation, trade secrets, and business strategies.

Despite having various advantages, it is not uncommon for arbitration awards to be sued by parties who feel aggrieved, leading to a request for annulment. Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution has regulated in a limited way the reasons that can be used as a basis for annulment of an arbitration award (Situmorang, 2020). Article 70 of the law establishes three conditions that allow for cancellation: (a) the documents used in the examination are proven to be false; (b) the discovery of important documents that were previously hidden by the opposing party; or (c) the verdict resulted from a ruse during the examination process.

A number of previous studies have examined the phenomenon of annulment of arbitration awards in Indonesia. Widjaja and Yani (2020) and Sihombing (2019) underline the court's tendency to interpret Article 70 of the Arbitration Law strictly but inconsistently. Husseini (2018) identified differences in evidentiary standards related to determining documents, while Mahfud (2021) noted that a small percentage of arbitration awards were still submitted to the court for annulment. Firmansyah (2022) analyzes the impact of the Constitutional Court Decision No. 15/PUU-XII/2014 which affirms the limiting nature of the reason for cancellation. However, there has not been a comprehensive study that specifically analyzes the annulment of an arbitral award in the context of international franchise disputes involving the transfer of trademark rights.

In the case of PT Talkindo Selaksa Anugrah against Breadtalk, PTE., LTD, the dispute stems from the 2003 Franchise Agreement which regulates the payment mechanism of Basic Fees and Continuing Fees (royalties). During the course of the cooperation, the payment scheme underwent several changes, including a temporary elimination during the COVID-19 pandemic. The dispute arose when Breadtalk, PTE., LTD collected royalty payments with calculations that were considered unilateral and not transparent by PT Talkindo.

In the arbitration proceedings in BANI, PT Talkindo argued that Breadtalk had concealed crucial information, namely the transfer of ownership of the BreadTalk brand to BTG Vault Pte. Ltd., which should have an impact on the royalty collection rights. Based on the alleged concealment of this important document, PT Talkindo submitted an application for the cancellation of the BANI arbitration award Number 45079/IX/ARB-BANI/2022 to the West Jakarta District Court. The submission is based on Article 70 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which allows the cancellation of the arbitration award if it is proven that there are important documents hidden by the opposing party.

The case of PT Talkindo Selaksa Anugrah and Breadtalk, PTE., LTD is an interesting example in the annulment of an arbitration award (Fuady, 2006). The dispute stems from the 2003 Franchise Agreement that regulates the confidentiality royalty payment scheme (Dodi & Sh, 2022). The dispute arose when Breadtalk collected royalties with calculations that were considered unilateral by PT Talkindo. In the arbitration proceedings in BANI, PT Talkindo argued that Breadtalk concealed important information about the transfer of ownership of BreadTalk's trademark to BTG Vault Pte. Ltd, which has implications for Breadtalk's legitimacy in collecting royalties.

PT Talkindo then submitted an application for the cancellation of the BANI arbitration award Number 45079/IX/ARB-BANI/2022 to the West Jakarta District Court based on Article 70 letter b of Law No. 30/1999, on the grounds of the discovery of important documents hidden by the opposing party. This study aims to analyze the juridical annulment of the arbitral award, examine how the transfer of trademark rights affects the validity of the award, and how the court interprets the concept of "decisive document". The review will also evaluate the consistency of court decisions with the basic principles of arbitration and is expected to contribute to the development of the national arbitration system.

Based on the above background, the author is interested in conducting research entitled: JURIDICAL ANALYSIS OF THE ANNULMENT OF THE BANI ARBITRATION AWARD NUMBER 45079/IX/ARB-BANI/2022, AND THE WEST JAKARTA DISTRICT COURT DECISION NUMBER 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt IN THE PERSPECTIVE OF ARBITRATION REGULATIONS IN INDONESIA. This study is expected to provide a deeper insight into the mechanism for annulment of an arbitral award, legal limitations in the settlement of arbitration disputes, as well as how the gap between das sollen and das sein affects legal certainty and legal protection for parties involved in arbitration in Indonesia.

Research Method

This research is a normative research with an approach (Roosinda et al., 2021). which aims to analyze the legal basis and implications of the annulment of an arbitral award in Indonesia. This approach focuses on the study of relevant laws and regulations, legal doctrines, and court decisions, in order to understand how the provisions for annulment of arbitral awards are applied in practice. The research specification is descriptive-analytical, which describes the applicable

regulations and analyzes the extent to which the practice of annulment of arbitral awards reflects the principles of justice, legal certainty, and the effectiveness of dispute resolution mechanisms in Indonesia (Suyanto, 2023).

Data collection was carried out through literature studies using primary legal materials, such as Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Supreme Court Regulations, and related decisions, including the BANI Arbitration Award and the West Jakarta District Court Decision. In addition, this research also uses secondary legal materials in the form of books, journals, and previous research results, as well as tertiary legal materials such as legal dictionaries to strengthen the understanding of concepts (Tan, 2021).

The data obtained was analyzed qualitatively using the legal interpretation method, by linking the applicable norms and court practices to assess the validity of the annulment of the arbitral award and its implications for the legal system in Indonesia. The analysis in this study is carried out systematically by identifying relevant legal issues, examining normative provisions related to the annulment of an arbitral award, and then evaluating their application in the concrete case that is the object of the research.

Specifically, this study will examine the BANI Arbitration Award Number 45079/IX/ARB-BANI/2022 and the West Jakarta District Court Decision Number 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt by analyzing the basis of legal considerations, ratio decidendi, and their consistency with the arbitration legal framework in Indonesia. This normative-juridical approach allows researchers to identify gaps between theoretical aspects (das sollen) and empirical practice (das sein) in the application of arbitration law provisions, especially related to the annulment of arbitral awards based on Article 70 of Law Number 30 of 1999.

2. Results and Discussion

Cancellation of Arbitration According to Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution

Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Law No. 30/1999) fundamentally stipulates that arbitration is a means of resolving civil disputes outside the general courts based on written agreements. The main principle in the national arbitration system is the finality of the award, as affirmed in Article 60 which states that the arbitral award is final and binding on the parties. Consequently, there is no legal remedy for appeal, cassation, or review as in the general justice system. This principle of finality is strengthened by the provisions

of Article 3 which affirms that the District Court does not have the authority to adjudicate disputes that have been bound by the arbitration agreement.

Although the arbitral award is final, Law No. 30/1999 provides a limited space for the annulment of an arbitral award through Article 70 on three grounds that are limited to recognition. This arrangement reflects a fundamental dilemma in the arbitration system: how to balance the legal certainty derived from the finality of an award with the need to maintain the integrity of the arbitration process itself. An analysis of the three grounds for annulment shows that legislators seek to limit annulment only to cases involving serious defects in the evidentiary process, i.e. when the integrity of the evidence is compromised by an act that violates the principles of honesty and good faith.

The first reason for cancellation is that "fake documents" raise the problem of interpretation of what is meant by "fake" and how materially the impact of the document on the verdict is. Conceptually, document forgery is an attack on the epistemic basis of the evidentiary process in arbitration. However, not all documents that contain inaccuracies can be categorized as "forgery" in the context of Article 70. A standard is needed that distinguishes between minor inaccuracies and forgery committed with the intention of misleading the arbitral tribunal. Furthermore, the materiality of the forged documents against the final verdict should be the main consideration. False documents that do not have a significant effect on the substance of the logical decision cannot be used as a basis for cancellation.

The second reason is that "the discovery of decisive documents that the opponent hides" presents complexity in implementation. An assessment of what is "decisive" requires a counterfactual analysis: how would the document affect the award if it were known during the arbitration proceedings? The court must conduct a complex hypothetical assessment to determine the materiality of the document. In addition, the element of "hidden" contains a dimension of intent that is difficult to prove in practice. When can a non-disclosure be categorized as deliberate "concealment"? The absence of clear guidance in the law on this matter opens up a wide scope of interpretation for the courts.

The third reason is that "decisions taken from the results of trickery" are the broadest category and have the potential to be abused. The concept of "deception" is not specifically defined in Law No. 30/1999, thus raising the risk of expansive interpretation that can erode the principle of finality. In practice, various litigation tactics that are aggressive but still within the

bounds of advocacy ethics can easily be claimed as "ruses" by the losing party. Courts need to develop clear standards to distinguish between legitimate legal strategies and actions that actually contain fraudulent elements that undermine the integrity of the process.

The cancellation procedure stipulated in Articles 71 and 72 of Law No. 30/1999 sets a strict deadline, which is 30 days from the registration of the arbitration award. This provision indicates the intention of the legislator to ensure legal certainty through temporal restrictions. However, this deadline poses a dilemma in cases where evidence of document forgery or deception is only discovered long after the 30-day period has passed. Should substantive justice be sacrificed for procedural certainty? This question reflects the enduring tension between finality and fairness in the dispute resolution system.

The absence of an explicit standard of proof after the cancellation of the Explanation of Article 70 by the Constitutional Court through Decision No. 15/PUU-XII/2014 created a significant normative vacuum. The Constitutional Court's decision removes the provision that previously required proof through a court decision, considering that the requirement is contrary to the principle of legal certainty and contrary to the evidentiary system in Indonesia's civil procedure law. The implication of this Constitutional Court decision is the creation of ambiguity regarding the standard of proof that must be applied. Should the court apply a general civil standard of proof of "preponderance of evidence", or adopt a higher standard in light of the serious implications of setting aside an arbitral award? This ambiguity is a systemic weakness that contributes to inconsistencies in judicial practice.

In practice, there is a tendency for courts to broaden the interpretation of the grounds for annulment. This phenomenon reflects the tension between a formal commitment to the finality of an arbitral award and a substantive drive to achieve justice in concrete cases. Some courts have interpreted "deception" broadly to encompass a variety of procedural improprieties that are not explicitly included in the traditional definition of deception. This expansion of interpretation, while perhaps motivated by good faith to ensure fairness, risks eroding the core value of arbitration as a final and efficient method of dispute resolution.

The dynamics of the interpretation of Article 70 are also influenced by the structural position of the court vis-à-vis the arbitral institution. When courts adopt an excessive interventionist stance, this potentially degrades the autonomy of arbitration and diminishes its appeal as an alternative dispute resolution forum. On the other hand, an overly deferent attitude

can leave serious procedural errors uncorrected. Finding the optimal balance between these two extremes is an ongoing challenge in the evolution of Indonesian arbitration jurisprudence.

The legal framework for the annulment of arbitral awards in Law No. 30/1999 also needs to be evaluated in a comparative context with international arbitration regimes such as the UNCITRAL Model Law and the 1958 New York Convention. The UNCITRAL Model Law, which is referenced by many jurisdictions, provides a more structured reason for cancellation and covers fundamental aspects such as the validity of the arbitration agreement, the party's inability to present its case, and inconsistency with the parties' agreement. This approach has the potential to provide a better balance between finality and procedural fairness. The adoption of some elements of the Model Law can be considered in the reform of Law No. 30/1999 in the future.

The practical implication of the cancellation provision in Law No. 30/1999 is the creation of uncertainty for arbitration users in Indonesia. Unclear standards of interpretation and proof can increase the risk of prolonged post-arbitration litigation, which is contrary to the objectives of the efficiency and finality of arbitration. This can reduce the attractiveness of arbitration as the preferred dispute resolution method, especially for foreign investors looking for a forum with high predictability.

The annulment of an arbitral award as stipulated in Law No. 30/1999 must be understood within a broader theoretical framework of the finality of the award and procedural fairness. Conceptually, annulment is a safety valve designed to protect the integrity of the arbitration process from fundamental flaws, not as a means to re-evaluate the substance of the award. In international practice as stated by Nurhayati (2022), cancellation is positioned as an extraordinary effort that is only used in special circumstances. This perspective needs to be a guide for Indonesian courts in interpreting and applying the provisions of Article 70.

Projections in the future, the development of jurisprudence regarding the annulment of arbitral awards in Indonesia needs to be directed towards the establishment of clearer and predictive interpretation standards. The Supreme Court can play an important role in creating consistency through rulings that provide interpretive guidance for the courts under it. Legislative reforms could also be considered to address ambiguities in existing provisions, particularly in terms of evidentiary standards and materiality criteria for each reason for annulment. Thus, a more optimal balance between the finality of the arbitration award and the protection of the integrity of the process can be achieved, strengthening the position of arbitration as an effective

dispute resolution mechanism in the Indonesian legal system (Taufik, t.t.).

The Judge's Considerations in Giving a Judgment on Cancellation of Arbitration Based on Case Number 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt.

The case of annulment of the arbitration award between PT Talkindo Selaksa Anugrah and BreadTalk Pte. Ltd. provides a real picture of the implementation of Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in Indonesia. The dispute stems from a 2003 franchise agreement that regulates the payment of basic fees and royalties, with problems arising when BreadTalk continues to collect royalties using a calculation method that is considered unilateral and non-transparent. When the dispute was brought to arbitration in BANI, it was revealed that BreadTalk did not notify BTG Vault Pte of the transfer of the trademark rights. Ltd., information that supposedly affects BreadTalk's legitimacy in collecting royalties.

The application for the cancellation of the BANI arbitration award Number 45079/IX/ARB-BANI/2022 was submitted by PT Talkindo Selaksa Anugrah and Kusdianto Soewarno to the West Jakarta District Court. In its decision Number: 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt dated September 25, 2023, the Court granted the application by referring to the provisions of Article 70 letters b and c of Law No. 30/1999. The judge argued that the document of transfer of trademark rights from BreadTalk to BTG Vault was a decisive document because it was directly related to BreadTalk's legal legitimacy to claim royalties. If the document is known in the arbitration proceedings, the arbitral tribunal should reconsider the basis of BreadTalk's rights and standing as a party to the agreement (Fathurrahman, 2023).

The main problem identified from this case is the tension between the principle of finality of the arbitral award and the need to maintain the integrity of the arbitration process through the mechanism of annulment. The concealment of important documents that affect the legal position of one party is contrary to the principles of openness and good faith that underlie the arbitration process. From the point of view of civil and contractual law, the transfer of trademark rights without notification to the franchisee violates the principles of honesty and good faith as stipulated in Article 1338 paragraph (3) of the Civil Code.

Another important aspect is the issue of legal standing of BreadTalk which no longer has the authority to file an arbitration claim because the rights to the trademark on which the franchise agreement is based have been transferred without a valid novation process. BreadTalk's action to

file arbitration on behalf of rights that are no longer legally under its control constitutes a fundamental juridical defect. This reinforces the view that the arbitral tribunal should not have had a basis to accept the application in the first place.

The court's decision in this case shows the application of the maximal justice approach principle that prioritizes substantive justice over procedural finality. This approach reflects the characteristics of Indonesia's legal culture that emphasizes balance and substantive justice more than just formal certainty (Fitriani et al., 2025). However, it should be noted that the standard of proof in these cases does not appear to be as strict as expected in the pro-arbitration system in jurisdictions such as Singapore or Hong Kong, which usually require a direct causal relationship and very strong evidence.

The novelty that can be offered from the analysis of this case is the need to develop a clearer and more consistent standard of proof in the annulment of an arbitral award in Indonesia. Flexibility in interpreting the reasons for cancellation is necessary to achieve substantive justice, but it needs to be balanced with more objective and measurable criteria for determining when a document is considered "decisive" or what constitutes "ruse". The development of these standards can be done through consistent jurisprudence or through more detailed implementing regulations.

Another approach that can be offered is to strengthen the oversight mechanism for the integrity of the arbitration process without having to wait until the cancellation stage. This can include stricter disclosure obligations for the parties, an independent verification mechanism of the parties' legal basis, and the strengthening of codes of ethics and professional standards for arbitrators in examining cases. Thus, the annulment of the arbitration award can really be a last resort (ultima remedium) and not an alternative to a veiled appeal (Rossdiono & Taqwa, 2024).

The analysis of this case also shows the importance of striking a balance between local adaptation to global arbitration principles and the need to maintain the credibility of the arbitration system in the eyes of international investors (Wibowo & Adlhiyati, 2020). Cancellations based on serious violations of the principle of openness can actually strengthen trust in the Indonesian legal system, provided that it is done consistently and based on strong evidence. By paying attention to these aspects, the court's decision in the case of PT Talkindo Selaksa Anugrah shows an effort to maintain a balance between the effectiveness of arbitration as a dispute resolution forum and the protection of a fair and transparent process.

Thus, this case provides a valuable lesson on the implementation of the annulment of arbitral

awards in Indonesia emphasizing that the principle of finality, while very important, is not absolute when dealing with serious violations of the integrity of the arbitration process itself. Developments that can be made in the future are to formulate clearer evidentiary standards and more effective oversight mechanisms to prevent similar disputes from occurring in the future.

4. Conclusion

Cancellation of Arbitration According to Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The annulment of arbitral awards in Indonesia, as stipulated in Law No. 30 of 1999, reflects the dynamic balance between the principle of finality and the need to maintain the integrity of the dispute resolution process. Through strict restrictions on three specific grounds for document forgery, decisive document concealment, and deception, the Indonesian legal system seeks to uphold the credibility of the arbitration forum while preventing the abuse of the cancellation mechanism as a covert appeal. The case of PT Talkindo Selaksa Anugrah against BreadTalk Pte. Ltd. highlights the real challenges of applying proper evidentiary standards when dealing with violations of the principles of openness and good faith, such as concealment of trademark rights that affect the legal standing of the parties. Although Indonesian courts have shown a tendency to apply a maximal justice approach that prioritizes substantive justice, the annulment of an arbitral award should still be placed as an ultimum remedium with a high standard of proof and consistent objective criteria. The development of systematic jurisprudence, the strengthening of the pre-arbitration disclosure mechanism, and the clarity of interpretation of the concepts of "decisive documents" and "deception" will strengthen the system of annulment of Indonesian arbitral awards, so that it can function as an effective safety net without threatening the fundamental advantages of arbitration as an efficient, definite, and credible dispute resolution forum.

The Judge's Considerations in Giving a Judgment on Cancellation of Arbitration Based on Case Number 861/Pdt.Sus-Arbt/2023/PN.Jkt.Brt. The judge's conclusion in canceling the arbitration award in the case of PT Talkindo Selaksa Anugrah against BreadTalk Pte. Ltd. is the proper application of Article 70 of the Arbitration Law which upholds the principles of substantive justice and integrity of legal process. Through an in-depth assessment of the concealment of crucial documents and the existence of deception, the court succeeded in identifying a fundamental violation of the principles of openness and good faith which are the essential foundations of arbitration. Although the evidentiary approach applied is relatively more

flexible than international standards, it does not reduce the legitimacy of the verdict because it focuses on protecting the essence of justice and legal certainty. This cancellation actually strengthens Indonesia's arbitration position as a credible dispute resolution mechanism by demonstrating that the judicial system is ready to intervene when serious procedural irregularities occur, thus creating an optimal balance between the finality of the arbitration award and procedural fairness which is a prerequisite for public trust in the arbitration institution.

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