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Arrangements Concerning Ad HOC Arbitration in Law Number 30 of 1999 Concerning Arbitration and Alternative Dispute Settlement

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ABSTRACT

Article 6 paragraph (9) of Act Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution as positive law stipulates that if the peaceful effort cannot be reached, then the parties based on written agreement may refer the settlement of their dispute through insitutional arbitration or ad hoc arbitration. Act Number 30 of 1999 does regulate not clearly and expressly on ad hoc arbitration. Seemingly, Act Number 30 of 1999 is more oriented to institutional arbitration. In Indonesia there are a number of institutional arbitration such as BANI, BASYARNAS, and BAPMI. This research is normative legal research. The type of the research is vague norm and the approaches applied are statute approach and comparative approach.

The results of the research are as follows: firstly, Act Number 30 of 1999 regulates more on institutional arbitration and regulates relatively less on ad hoc arbitration. There are not sufficient regulation on the recruitment so it is not clear what the criteria and procedure of recruitment of ad hoc arbitrators. The position of the ad hoc arbitrators is unclear; the office or domicile of the ad hoc arbitration is unknown, thus, it makes difficult for the society who want to bring their disputes to the ad hoc arbitration. It is different from institusional one which has its own arbitration law of procedure (*lex atribtri*), ad hoc arbitration does not possess it own arbitration law of procedure (*lex atribtri*). The executorial power of the award made by ad hoc arbitration is still dilematic and its registration at the District Court is still hindered because the District Court is still reluctant to recognize the award of ad hoc arbitration. It is so because ad hoc arbitration is considered not so credible and the District Court does trust it because its existence is not clear. If an award is not registered at the District Court which is proven with the presence of Registration Deed issued by the District Court so such arbitral award cannot be executed (does not have executorial power).

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KEYWORDS: *Regulation, Ad Hoc Arbitration, Act Number 30 of 1999*

1. Background of the Problem.

In Indonesia, there are a number of arbitration institutions, including the Indonesian National Arbitration Board (INAB), the National Sharia Arbitration Board (NSAB) and the Indonesian Capital Market Arbitration Board (CMAB)

In the study of arbitration, there are several forms of arbitration, namely:

a. Ad hoc (volunteer) arbitration, namely arbitration that is formed either after the dispute arises and will end when the dispute is resolved. The formation of ad hoc arbitration is based on the agreement of the disputing parties. In this ad hoc arbitration, the formalities and procedures for conducting the arbitration are submitted or determined by the parties to the dispute themselves. The formalities and procedures given to be determined by the parties prior to the implementation of the arbitration process such as determining the place where the arbitration will be held, the number of arbitrators, the rules of procedure, the method of selecting the arbitrator and how the implementation of the arbitration award itself will be. Gunawan Wijaya provides a definition of ad hoc arbitration, which is an arbitration formed specifically

to resolve or decide certain disputes, this arbitration is incidental and has a certain period of time, namely until the dispute is decided.

Sumargono provides a definition of ad hoc arbitration is an arbitration specially formed to resolve or decide certain disputes, or in other words ad hoc arbitration is incidental.

In Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution which is a positive law (currently applicable law) which regulates arbitration, there is a mention of ad hoc arbitrators, namely in Article 6 paragraph (9) it reads: the reconciliation efforts as referred to in paragraph (1) to paragraph (6) cannot be achieved, then the parties based on a written agreement may propose settlement efforts through an arbitration institution or ad hoc arbitration."

Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution does not clearly and firmly regulate ad hoc arbitration. It seems that Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution is more oriented towards institutional arbitration (institutionalized arbitration). This can be seen from the provisions of Law Number 30 of 1999, for example Article 52 which reads: "The parties to an agreement have the right to request a binding opinion from the arbitration institution on certain legal relationships of an agreement." . In Law Number 30 of 1999 there is no provision that authorizes ad hoc arbitrations to give binding opinions.

In terms of recruitment (recruitment) of arbitrators in institutional arbitration is carried out by each arbitration institution strictly and selectively. The selected arbitrators are then appointed as arbitrators at the arbitration institution. The conditions are very strict, at least referring to the provisions of Article 12 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and additional regulations made by the institution itself.

In ad hoc arbitration it is not clear how the criteria for the parties to choose an ad hoc arbitrator. It is unclear about the qualifications and certifications of the persons who can be appointed by the parties to become ad hoc arbitrators. It really depends on the tastes of the parties to choose who they want to be ad hoc arbitrators.

In contrast to institutional arbitrations which have Rule of Arbitration or lex arbitri made by the arbitration institution itself, in ad hoc arbitration there is no Rule of Arbitration or lex arbitration.

In a number of cases there are difficulties in registering ad hoc arbitral awards because the District Court is of the opinion that:

A. ad hoc arbitration does not have clear arbitration rules.
B. the conditions for being appointed, appointed, and registered as arbitrators are not clear;
C. it is not known where to meet and consult with the arbitrator;
D. it is not clear where the arbitral tribunal will take place;
E. decisions rendered by ad hoc arbitrations are considered less credible (less trustworthy) compared to institutional arbitration awards.

2. Formulation of the Problem.

Based on the title and background of the problems that have been stated above, the problems are formulated as follows:

A. What are the arrangements regarding the appointment and position of ad hoc arbitrators and the procedural law of ad hoc arbitration in Indonesia?
B. How is the executive power of decisions made by ad hoc arbitrations and the registration of ad hoc arbitral awards in the District Court?

3. Research Objectives and Uses.

The objectives to be achieved in this legal research are:

A. To find out and analyze the arrangements regarding the recruitment and position of ad hoc arbitrators and lex arbiters for ad hoc arbitrations in Indonesia.
B. To find out and analyze the executive power of decisions made by ad hoc arbitrations in relation to the recognition of ad hoc arbitral awards by the District Court.

This research is expected to provide the following benefits:

A. Theoretical Uses: as a contribution to ideas in the field of Legal Studies, especially those related to Arbitration Law.
B. Practical Use

1. As a contribution of thought for the government in making laws and regulations (legislation) regarding arbitration, especially regarding ad hoc arbitration.
2. As a contribution of ideas for ad hoc arbitration in carrying out its duties.
3. As a contribution of thought for business actors who resolve their disputes by arbitration.

4. Definition, Typology, And Types of Disputes

According to Takdir Rahmadi, dispute is a situation and condition in which people are experiencing disputes that exist in their perception

A dispute is a conflict that develops or turns into a dispute when the parties who feel aggrieved have expressed their dissatisfaction or concern either indirectly to the party considered to be the cause of the loss or to another party.

In general, there are 2 (two) ways to resolve disputes, namely by way of settlement through court (litigation) and out of court (non-litigation).

Dispute resolution typology:

A. Conflict avoidance, namely the prevention of interacting and finding solutions;
B. Conflict prevention, namely the prevention of disputes before they become negative and destructive.

The main main steps that need to be taken in handling disputes/conflicts are deliberation to reach a settlement that is acceptable to all parties by:

A. Be calm (cool off);
B. Choose the best approach to the situation (choose the best approach for the situation);
C. Determine the right time and conduct deliberation and decide who needs to be involved (pick the time and place for a negotiation and decide who needs to be involved);
D. Find someone else you can work with to resolve the dispute (get the other person to work with you to resolve the dispute);
E. Jointly identify the problems and interests in the dispute (together identify the issues and interests present in the dispute);
F. Use active listening skills to assist communication:
    a. Observe non-verbal communication (assess non-verbal communication);
    b. Assist with verbal communication (assist with verbal communication).

5. Definition of Arbitration and Arbitrator

Arbitration comes from the Latin "arbitrare" which means the power to resolve something according to wisdom. The term arbitration in English is called "arbitration" and in Dutch it is called "arbitrage". Arbitration is a way of settling a civil dispute outside the general court based on an arbitration agreement made in writing by the disputing parties (Article 1 point 1 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution).

Arbitration is a legal action in which a party submits a dispute or difference of opinion between two or more people or two or more groups to a person or several experts mutually agreed upon with the aim of obtaining a final and binding decision. Another opinion says that arbitration is a dispute resolution procedure out of court based on the agreement of the parties concerned to submit their dispute to a referee or arbitrator.

R. Subekti is of the opinion that arbitration is the settlement of a dispute (case) by one or several referees (arbitrators) who are jointly appointed by the parties to the litigation to be resolved through the Court.

Another definition put forward by Abdul Kadir Muhammad said that arbitration is a private judicial body outside the general court environment, which is known specifically in the corporate Arbitration Agreement

Whether or not a dispute can be resolved by arbitration is based on the presence or absence of an Arbitration Agreement/Arbitration Clause made by the parties in which they promise to resolve their dispute through an arbitration institution.

The Arbitration Agreement must comply with the provisions of Article 1320 of the Civil Code concerning the legal requirements of an agreement, namely;

1. There is an agreement between the parties;
2. The parties must be capable of carrying out legal actions;
3. The agreement is regarding certain matters;
4. The object of the agreement must be about a lawful cause. world.

6. Appointment of Arbitrators

Arbitrator is one or more persons selected by the disputing parties or appointed by the District Court or by the arbitration institution, to give a decision regarding a particular dispute whose settlement is submitted through arbitration, as referred to in Article 1 number 7 of Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution.

In general, regarding the appointment or appointment of arbitrators, we can find the arrangement in Article 12 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution which reads:

1. Those who can be appointed or appointed as arbitrators must meet the following requirements:

A. capable of taking legal action;
B. at least 35 years old;
C. do not have blood or marriage relations up to the second degree with one of the disputing parties;
D. has no financial or other interest in the arbitration award; and
E. have experience and actively master in their field for at least 15 years

2. Judges, prosecutors, clerks and other judicial officials cannot be appointed or appointed as arbitrators.

From the sound of the article above, we can see that as long as a person fulfills the above requirements, he can be appointed or appointed as arbitrator. This provision also does not require that he must take special education to become an arbitrator.

7. Research Methods.

7.1. Type of Research

This study uses a normative legal research method, namely the method used by collecting and analyzing legal materials related to the problems studied. The materials used consist of primary legal materials, secondary legal materials, and tertiary legal materials.

7.2. Research Type

The type of research is legal ambiguity (vage norm) regarding ad hoc arbitration in Indonesian laws and regulations, namely Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

This study uses a statute approach which is carried out by examining laws and regulations related to the legal issues under study and in this case Law Number 30 of 1999 and related/relevant regulations.

8. Legal Materials Collection And Analysis Techniques

Legal materials were collected in the form of laws and regulations, books, journals, newspapers, articles on the internet related to the subject matter studied.

The analysis of legal materials used uses qualitative methods where the data obtained during the research are examined and selected according to their quality and truth and are used to describe the situation that is the object of research and then elaborated based on principles, understandings, and legal norms, then presented comprehensively so that conclusions are obtained which are the answers to the problems.

9. Legal Material Processing And Analysis.

Primary legal materials, secondary legal materials, and tertiary legal materials collected are then processed and analyzed qualitatively and then a juridical and systematic conclusion is drawn, and then suggestions are made on the basis of the conclusions that have been drawn.

10. Executional Power of Ad Hoc Arbitration Award

A decision, whether it is an arbitration award or a court decision, is expected to have executive power. A decision has no meaning if it cannot be executed (implemented).

Both institutional arbitration and ad hoc arbitration issue an award (arbitral award). An arbitration award is a decision given by an ad hoc arbitration or arbitration institution for a difference of opinion, disagreement or dispute regarding a subject matter born of an agreement (which contains an arbitration clause) submitted to an ad hoc arbitration or arbitration institution to be decided. by him.

Article 59 s.d. Article 64 of Law Number 30 of 1999 regulates the execution (implementation) of national arbitral awards, while Articles 65 to d. 69 Law Number 30 of 1999 regulates the execution (implementation) of international arbitral awards.

In Law Number 30 of 1999 there is no provision regarding the execution (implementation) of ad hoc arbitral awards. This is because Law Number 30 of 1999 is more oriented towards institutional arbitration. This condition creates legal ambiguity regarding the execution (implementation) of ad hoc arbitral awards.

Regarding the power of arbitral awards, both through national and international arbitration institutions, for example, BANI, ICSID, UNCITRAL are final and binding. In other words, the decision is directly to the decision of the first level and the last level. As well as the decision becomes binding on the parties and automatically closed also attempts to appeal and cassation in accordance with Article 60 of Law Number 30 of 1999.

The obstacle that is very often faced by the parties and the arbitrator is that the agreement resulting from the arbitration contained in the agreement is too weak in front of the parties who consider the result of the arbitration unfavorable. So sometimes a lot of the facts that exist in order to be able to carry out the arbitration requires strengthening the decision through the decision of the District Court. Arbitration institutions still have dependence on the Court, for example in terms of implementing arbitral awards. There is a requirement to register the arbitration award in the District Court. This shows that the arbitration institution does not have any coercive efforts against the parties to comply with its decision. The role of the Court in administering arbitration based on Law Number 30 of 1999 includes, among others, the appointment of an arbitrator or a panel of arbitrators in the event that there is no agreement between the parties (Article 14 (3) of Law Number 30 of 1999) and in the case of the implementation of national and international arbitral awards. which must be done through the mechanism of the judicial system, namely registering the decision by submitting an authentic copy of the decision.

Meanwhile, the process of executing arbitral awards is distinguished in two ways, the first being domestic arbitral awards. What is meant by domestic arbitration awards are decisions based on regional factors, meaning those taken within the Republic of Indonesia. The official authorized to implement the domestic arbitration award is the Head of the District Court. Because the arbitration body that decides the dispute does not have the authority to order and carry out executions, this is in accordance with Article 14 of Law Number 30 of 1999. The Chairperson of the District Court depends on where the relative competence is.

Arbitration decisions do not need to wait for the execution of the District Court but can be made voluntarily by the parties concerned. The Arbitration Award should be accepted by both parties who submit dispute resolution to the arbitrators who they themselves appoint and trust will give a fair decision on the issues in the agreement that they themselves agree to cooperate with.

Against the Arbitration Award, the parties may apply for annulment. The submission of an application for cancellation according to Article 70 of Law Number 30 of 1999 by a party who is dissatisfied with the decision of the Arbitral Tribunal has limitations in the reasons that can be used, namely if the decision contains documents that are recognized as fake or declared false, a decisive document is found which hidden or taken from the results of deception. However, the parties are expected to return to the intent of the agreement that all disputes will be resolved to reach a settlement that is beneficial for both parties. Settlement of disputes through arbitration is about the subject matter arising from the agreement made by the parties and it is hoped that the settlement can continue the agreement that has been made between the parties or at least be able to continue the cooperative relationship or transaction between the parties in the future.

The Arbitration Award is final and has permanent legal force and is binding on the parties. Therefore, the Arbitration Award cannot be appealed, appealed or reviewed.

If there are parties who are not willing to implement the Arbitration Award voluntarily, then:

1. The Arbitration Award will be executed based on an order to execute the Head of the local District Court at the request of one of the interested parties;
2. interested parties can submit complaints to the management of the association/organization of which he is a member;
3. associations/organizations where interested parties are members can submit complaints to the Capital Market Supervisory Agency and associations/organizations where parties who are not willing to implement the Arbitration Award voluntarily become members.

The implementation of national arbitral awards is regulated in Articles 59-64 of Law Number 30 of 1999. Basically, the parties must implement the award voluntarily. In order for the arbitration award to be enforced, the award must be submitted and registered with the district court clerk, by registering and submitting the original sheet or an authentic copy of the national arbitration award by the arbitrator or his proxy to the district court clerk, within 30 (thirty) days after the arbitration award. be spoken.

The national arbitration award is independent, final and binding. The national arbitral award is independent, final and binding (such as a decision that has permanent legal force) so that the head of the district court is not allowed to examine the reasons or considerations of the national arbitral award. The authority to examine the Head of the District Court is limited to a formal examination of the national arbitration award handed down by the arbitrator or arbitral tribunal.

11. Conclusion

A. In ad hoc arbitration criteria, the procedure for selecting and appointing an ad hoc arbitrator is not clear, as are the arrangements regarding the appointment and position of ad hoc arbitrators.

B. The executive power of decisions made by ad hoc arbitrations is still a dilemma and the registration of ad hoc arbitral awards in the District Courts may be constrained because the District Courts are reluctant to recognize ad hoc arbitral awards.

12. Suggestion.

A. It is necessary to revise Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in order to regulate more clearly and firmly the criteria, selection procedure (recruitment), appointment of ad hoc arbitrators, position of ad hoc arbitrators, and the obligation to make arbitration procedures (lex arbitri) ad hoc arbitration.

B. It is necessary to revise Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution which confirms that the District Court is obliged to accept the registration of ad hoc arbitral awards so that each ad hoc arbitral award can be executed (executable)/has executive power. Thus, ad hoc arbitration is empowered

because actually ad hoc arbitration is needed by the community in dispute resolution.

REFERENCES

Books

[1] Abdullah, Idrus. 2013. *Bentuk-bentuk Penyelesaian Sengketa di Luar Pengadilan (Alternative Dispute Resolution).* Jakarta: Yayasan Masyarakat Indonesia Baru.

[2] Abdurrasyid, Priyatna. 2002. *Arbitrase & Alternatif Penyelesaian Sengketa: Suatu Pengantar.* Jakarta: Fikahati Aneka & BANI.

[3] Adolf, Huala. 2014. *Dasar-dasar, Prinsip dan Filosofi Arbitrase.* Bandung: Keni Media.

[4] Amiruddin & Zainal Asikin, 2006, *Pengantar Metode Penelitian Hukum*, PT RajaGrafindo Persada, Jakarta.

[5] Basarah, Moch. 2011. 2011. *Prosedur Alternatif Penyelesaian Sengketa Arbitrase Tradisional dan Modern (On Line).* Yogyakarta: Genta Publishing.

[6] Cakrawala, Andi Julia. 2015. *Penerapan Konsep Hukum Arbitrase On Line di Indonesia.* Yogyakarta: Rangkang Education.

[7] Fuady, Munir. 2000. *Arbitrase Nasional, Alternatif Penyelesaian Sengketa Bisnis.* Bandung: Citra Aditya Bakti.

[8] Gautama, Sudargo. 1994. *Arbitrase Bank Dunia.* Bandung: Alumni.

[9] Goodpaster, Gary & et.al. 1995. "Tinjauan Terhadap Arbitrase Dagang Secara Umum dan Arbitrase Dagang di Indonesia, dalam Agnes M. Toar. *Arbitrase di Indonesia.* Jakarta: Ghalia Indonesia.

[10] --------- Felix O. Soebagjo & Fatmah Jatim. 1995. *Arbitrase di Indonesia.* Jakarta: Ghalia Indonesia.

[11] Harahap, Yahya. *Hukum Acara Perdata.* Jakarta: Sinar Grafika.

[12] Ibrahim, Johnny, 2005. *Teori & Metodologi Penelitian Hukum Normatif*, Bayu Media Publishing, Malang.

[13] Margono, Suyud. 2000. *ADR (Alternative Dispute Resolution)& Arbitrase: Proses Pelembagaan dan Aspek Hukum.* Jakarta: Ghalia Indonesia.

[14] ----------. 2010. *Penyelesaian Sengketa Bisnis Alternative Dispute Resolution (ADR).* Jakarta: Ghalia Indonesia.

[15] Marwan, M & Jimmy P. 2009. *Kamus Hukum.* Surabaya: Realty Publisher.

[16] Marzuki, Peter Mahmud, 2005. *Penelitian Hukum*, Prenada Media, Jakarta.

[17] Mertokusumo, Sudikno. 1999. *Mengenal Hukum: Suatu Pengantar.* Yogyakarta: Liberty.

[18] Muhammad, Abdul Kadir. 1993. *Pengantar Hukum Perusahaan Indonesia.* Bandung: PT. Citra Aditya Bakti.

[19] Mulyadi, Kartini & Gunawan Wijaya. 2003. *Perikatan Yang Lahir Dari Perjanjian.* Cet ke-1. Jakarta: PT. RajaGrafindo Persada.

[20] Nasution, S, 2003, *Metode Research (Penelitian Ilmiah)*, PT Gramedia Pustaka Utama, Jakarta

[21] Rahmadi, Takdir Rahmadi. 2011. *Mediasi Penyelesaian Sengketa Melalui Pendeatan Mufakat.* Jakarta: PT. RajaGrafindo Persada (Rajawali Pers).

[22] Salim, H.S. 2003. *Hukum Kontrak Teori & Teknik Penyusunan Kontrak.* Cet ke-3. Jakarta: Sinar Grafika.

[23] Simorangkir, J.C.T. et.al, 2008, *Kamus Hukum,* Sinar Grafika, Jakarta.

[24] Soekanto, Soerjono & Sri Mamudji. 1995. *Penelitian Hukum Normatif: Suatu Tinjauan Singkat.* Jakarta: Rajawali Pers.

[25] Subekti, R . 1981. *Arbitrase Perdagangan.* Bandung: Bina Cipta.

[26] Suparman, Eman. 2012. *Arbitrase dan Dilema Penegakan Keadilan.* Jakarta: Fikahati Aneska.

[27] Sutiarso, Cicut. 2010. *Pelaksanaan Putusan Arbitrase dalam Sengketa Bisnis.* Jakarta: Yayasan Pustaka Obor.

[28] Umar, Husein & A. Supriyani Kardono. 1995. *Hukum dan Lembaga Arbitrase di Indon esia.* Jakarta: BANI.

[29] Usman, Rachmadi. 2003. *Penyelesaian Sengketa di Luar Pengadilan.* Bandung: PT. Citra Aditya Bakti.

[30] Widnyana, I Made. 2009. *Alternatif Penyelesaian Sengketa (ADR).* Jakarta: Fikahari Aneska.

[31] Wijaya, Gunawan. 2005. *Alternatif Penyelesaian Sengketa.* Jakarta: PT. RajaGrafindo Persada.

[32] ---------- & Ahmad Yani. 2003. *Hukum Arbitrase.* Jakarta: Rajawali Pers.

[33] ----------. 2008. *Seri Aspek Hukum Dalam Bisnis. Arbitrase vs Pengadilan.* Jakarta: Kencana Prenada Media Group.

[34] Zaidah, Yusna. 2015. *Penyelesaian Sengketa Melalui Peradilan dan Arbitrase Syariah di Indonesia.* Bandung: Citra Aditya Bakti

Tesis

[35] Azis, Abdul. 2013. *Pembatalan Putusan Arbitrase oleh Pengadilan Negeri (Tinjauan terhadap Pasal 70 Undang-Undang No. 30 Tahun 1999 tentang Arbitrase dan APS).* Tesis Program Magister Ilmu Hukum Program Pascasarjana Universitas Lambung Mangurat, Banjarmasin.

[36] Zuhairi Bharata Asbahi. 2016. *Urgensi Penunjukan Arbiter Oleh Ketua Pengadilan Negeri Dalam Proses Arbitrase*. Tesis Program Magister Ilmu Hukum Program Pascasarjana Universitas Lambung Mangkurat Banjarmasin.

Legislation

[37] Konvensi New York 1958 tentang Pengakuan dan Pelaksanaan Arbitrase Asing.

[38] Kitab Undang-undang Hukum Perdata.

[39] *Reglement op de Rechtsvering (Rv), Staatsblad* 1847 No. 52

[40] Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa

[41] ICSID *Arbitration Rules*;

[42] UNCITRAL *Arbitration Rules*;

[43] ICC *Arbitration Rules*;

[44] Prosedur Arbitrase BANI;

[45] Prosedur Arbitrase BASYARNAS; dan

[46] Prosedur Arbitrase BAPMI.

Internet

[47] American International Commercial Arbitration Court. www. Court-inter.us. "*Ad Hoc Arbitration*". Diakses tgl. 1 Agustus 2016.

[48] GAR Reference. *Commercial Arbitration in the Netherlands.* Diakses tgl. 1 Agustus 2016.

[49] Leeman, Verheijden, Huntjns Advocaten Rotterdam. www.kemkamp.nl. *Arbitration in the Netherlands.* Diakses tgl. 1 Agustus 2016.

[50] Vasudha Tamrakar & Garima Tiwari. Legal Service India (LSI). www.legalserviceindia.com. *Ad Hoc and Institutional Arbitration.* Diakses tgl. 1 Agustus 2016