

Juridical Analysis of the Annulment of the Execution of Arbitral Awards by the District Court in the Supreme Court Decision

Moses Sampe Karaeng Arung Labi
Universitas Gadjah Mada, Indonesia; otje.moses@gmail.com

ARTICLE INFO	ABSTRACT
<p>Keywords:</p> <p>Arbitration Annulment; Award Enforcement; Article 70 Law No. 30/1999; District Court Authority; Judicial Consistency</p> <p>Article history:</p> <p>Received 2025-07-23 Revised 2025-08-18 Accepted 2025-10-01</p>	<p>Arbitral awards in Indonesia are final and binding under Article 60 of Law No. 30/1999, yet District Courts (DCs) frequently annul enforcement through Article 70, creating legal uncertainty. This article examines annulment patterns in the Jakarta, Bekasi, and Tangerang DCs, alongside the Supreme Court’s (SC) role in safeguarding arbitral finality. Employing a doctrinal legal method through case analysis of four SC rulings (2021–2024) and comparative review of DC reasoning, the study identifies three dominant grounds: Jakarta DC broadly invoked public policy violations (60% of cases), Bekasi DC emphasized procedural defects (75%), while Tangerang DC referred to public interest conflicts. However, the SC overturned 85% of these rulings, reaffirming that (1) Article 70 applies only to concrete procedural or public policy breaches, (2) DCs lack authority to reassess the merits of arbitral awards, and (3) non-material defects cannot justify annulment. These findings reveal inconsistent DC interpretations, particularly the expansive notion of public policy adopted by Jakarta DC, which contrasts with the SC’s narrow, procedure-focused approach. Such disparities undermine arbitral finality and discourage foreign investment. The SC thus plays a pivotal role as a legal filter, though systemic reforms remain necessary through specialized judicial training, jurisprudential harmonization, and legislative revision of Indonesia’s Arbitration Law.</p> <p><i>This is an open access article under the CC BY license.</i></p> <div></div>
<p>Corresponding Author: Moses Sampe Karaeng Arung Labi Universitas Gadjah Mada ; otje.moses@gmail.com</p>	

1. INTRODUCTION

Arbitration has become the main instrument in the resolution of commercial disputes in Indonesia, especially in the realm of business law, which demands fast, efficient, and final dispute resolution. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Arbitration Law) affirms that the arbitration award is final and binding on the parties as stipulated in Article 60 of the Law. This principle of finality is the main pillar in ensuring legal certainty and the trust of business people and investors, both domestic and foreign, in the arbitration mechanism as an alternative to dispute resolution outside the court.

However, in practice, the execution of arbitral awards that have been registered in the District Court often experience cancellation or rejection of execution based on Article 70 of the Arbitration Law. Empirical studies of District Court decisions in Jakarta, Bekasi, Batam, and Tangerang show inconsistencies in the reasons for canceling the execution of arbitral awards. For example, the Central Jakarta District Court denied execution in 60% of cases on the grounds of a broadly defined violation of public order, while the Bekasi District Court placed more emphasis on procedural defects that were considered material in 75% of cases, and the Tangerang District Court often used the grounds of conflict of public interest as the basis for annulment (Kurniawati dan Hanifah, 2024).

The Supreme Court's decisions affirm the limits of the District Court's authority which is limited to examining formalities and evidence that clearly meets the requirements for annulment, without re-examining the substance or facts that have been decided by the arbitral tribunal. The Supreme Court also rejected grounds for annulment that were speculative or based on broad interpretations of public order and public interest, which are often used by District Courts to invalidate the execution of arbitral awards (Peraturan MA, 2023).

2. METHODS

Legal research typically uses normative juridical, which is a type of research that focuses on how positive legal principles or standards are applied. In legal research, there are several approaches. These include the statute approach, the case approach, the analytical approach to the case, and the conceptual approach (Sunggono, 2003).

In this study, the author uses a normative juridical method in writing this journal, which means that the author conducts an analysis to find legal rules, principles, and doctrines to answer legal problems (Sunggono, 2003). The legal materials used consist of:

- a. Primary Legal Materials, which consist of laws and regulations and court decisions relevant to the submitted journal;
- b. Secondary Legal Materials, which consist of law textbooks, research journals, and legal dictionaries;
- c. The Case Approach, which uses the decisions of judges who have permanent legal force, such as the Constitutional Court;
- d. The legislative approach, which is to examine all laws and regulations related to the legal issues highlighted (IAIN Kudus Repository, 2025).

3. FINDINGS AND DISCUSSION

Application for Annulment of Arbitration Award

This arbitration dispute originated from the termination of the contract of the Coal Mining Concession Agreement (PKP2B) between the Government of the Republic of Indonesia, represented by the Minister of Energy and Mineral Resources, and PT Asmin Koalindo, a coal mining company operating in Central Kalimantan. The government through the Decree of the Minister of Energy and Mineral Resources Number 3714 K/30/MEM/2017 terminated the PKP2B contract before the contract period expires in 2029 because PT Asmin Koalindo is considered to have committed serious violations.

The violation is mainly related to the actions of PT Asmin Koalindo which used the PKP2B contract as collateral or collateral to obtain loan facilities from a financial institution, namely Standard Chartered Bank, which is prohibited under the provisions of the contract and laws and regulations. In addition, PT Asmin Koalindo has been given two reprimands and declared in default status according to Article 25 of PKP2B, but has not made any improvements so that the government has the right to terminate the contract.

In response to this termination of the contract, PT Asmin Koalindo filed a lawsuit with the State Administrative Court (PTUN) to cancel the termination decision. However, the government appealed and won the appeal process at the PTUN, so the termination of the contract remained valid. In the context of this dispute, the parties then opt for settlement through arbitration as the agreed forum to

resolve disputes arising from the agreement. However, the resulting arbitral award then became the object of annulment of execution in the District Court, which eventually reached the Supreme Court level.

Dispute Resolution by Arbitration

When the dispute cannot be resolved through deliberation, the dispute resolution of the Minister of Energy and Mineral Resources and PT Asmin Koalindo then proceeds through arbitration as agreed upon by both parties. In the settlement of disputes through arbitration, the Minister of Energy and Mineral Resources as the Applicant placed PT Asmin Koalindo as the Respondent.

Application for Cancellation of the Arbitration Award to the Court through the Central Jakarta Court After the arbitration award was issued, PT Asmin Koalindo submitted an application for the cancellation of the arbitration award to the Central Jakarta District Court on June 28, 2021 (Directory of Supreme Court Decisions, 2025). In its application, PT Asmin Koalindo as the applicant placed BANI as the Respondent and the Minister of Energy and Mineral Resources as the Respondent for the Cancellation. Because the application for cancellation has met the requirements as stipulated in para 71 of Law No. 30 of 1999, namely within a period of 30 days from the day of submission and registration of the arbitral award to the Central Jakarta District Court to receive an application for the cancellation of the arbitration award from PT Asmin Koalindo.

The reasons submitted by PT Asmin Koalindo for the application for annulment of the arbitration award are as follows:

PT Asmin Koalindo submitted an application for annulment of the arbitration award to the Central District Court for the reasons stipulated in Article 70 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (AAPS Law) (Direktori Putusan MA, 2025). The main reasons that usually underlie such a cancellation request include:

- a. The discovery of false letters or documents submitted in the arbitration examination after the award was rendered.
- b. The existence of important documents hidden by the opposing party that are decisive in the dispute.
- c. The arbitration award is taken from the results of deception committed by one of the parties in the examination of the dispute.

In the context of PT Asmin Koalindo, the application for cancellation may be based on the allegation of one or more of these reasons, for example the alleged concealment of important documents or the existence of elements of deception in the arbitration process, so that the arbitration award is considered juridically defective and cannot be enforced by execution. In addition, the Constitutional Court has made it clear that an application for annulment of an arbitral award does not have to go through two convoluted court processes, so that the aggrieved party can apply for cancellation directly to the district court on the grounds stipulated in Article 70 of the AAPS Law without having to first prove it in another court. Thus, the reason PT Asmin Koalindo filed for the annulment of the arbitration award to the Central District Court was to prove the existence of significant formal or material defects in the arbitration award, such as false documents, concealed documents, or deception, which constituted the legitimate legal basis for annulling the arbitral award (Direktori Putusan MA, 2025).

Regarding the application for the cancellation of the arbitration award filed by PT Asmin Koalindo, the Central District Court issued a judgment 456/Pdt.G-Arb/2021/PN Jkt.Pst, dated February 15, 2023, which is as follows:

In the Tree of Things:

- a. Granting the Applicant's application in part;
- b. Declaring that the Respondent had committed fraud in the examination of the arbitration case at the Indonesian National Arbitration Board (BANI) Number 42042/VI/ARB- BANI/2019;
- c. Declaring null and void the binding Arbitration Award at the Indonesian National Arbitration Board (BANI) in case Number 42042/VI/ARB-BANI/2019, dated June 2, 2021, with all its legal consequences;

- d. Stating disputes and disputes between the Applicant and the Respondent is impossible
- e. can be resolved again at the arbitration forum at the Indonesian National Arbitration Board (BANI) as a result of the cancellation of the Decision of the Indonesian National Arbitration Board (BANI) Number 42042/VI/ARB-BANI/2019, dated June 2, 2021;
- f. Ordering the Registrar of the Central Jakarta District Court to cross out the list of Registration Register of Arbitral Decisions provided for it against the Arbitration Award of the Indonesian National Arbitration Board (BANI) Number 42042/VI/ARB-BANI/2019, dated June 2, 2021;
- g. Punishing the Respondent to submit and comply with the decision in this case;
- h. Punish the Respondent and the Respondent to pay 1/2 (half) of the case costs of Rp2,060,000.00 each (two million sixty thousand rupiah);
- i. Rejecting the other Applicant's application and the rest;

Application for Appeal to the Supreme Court

Based on the Central Jakarta District Court Decision Number 456/Pdt.G-Arb/2021/PN Jkt.Pst dated February 15, 2023, the Central Jakarta District Court canceled the arbitration decision of the Indonesian National Arbitration Board (BANI). In response to the decision, the Minister of Energy and Mineral Resources of the Republic of Indonesia and the BANI Arbitration Panel submitted an appeal to the Supreme Court through the Central Jakarta District Court Clerk within the time period stipulated by law. In the appeal filed, the Minister of Energy and Mineral Resources and BANI acted as the Appellant, while PT Asmin Koalindo Tuhup acted as the Appellant. After examining the appeal memory, the counter appeal memory, and considering the decision of the Central Jakarta District Court, the Supreme Court considered that the Appellant's reasons were acceptable and the decision of the Central Jakarta District Court was inappropriate in annulling the arbitral award. The Supreme Court affirmed the principle of finality and binding arbitration awards as stipulated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

The Supreme Court issued Decision Number 797 B/Pdt.Sus-Arbt/2023 on October 18, 2023 with the following warning:

- a. Received an appeal from Applicant I/Appellant I: Minister of Energy and Mineral Resources of the Republic of Indonesia and Appellant II/Appellant II: Arbitration Panel of the Indonesian National Arbitration Board (BANI).
- b. Granting the appeal.
- c. Rejected the application of Applicant III/Appellant I: PT Asmin Koalindo Tuhup.
- d. Canceling the Central Jakarta District Court Decision Number 456/Pdt.G-Arb/2021/PN Jkt.Pst dated February 15, 2023.

With this decision, the Supreme Court upheld the BANI arbitration award which was the object of the dispute and emphasized that the annulment of the arbitration award by the district court must meet strict requirements in accordance with Article 70 of Law No. 30 of 1999.

Analysis of the Decision on the Application for Annulment of the Arbitration Award (Supreme Court Decision No. 797 B/Pdt.Sus-Arbt/2023)

The author argues that the Supreme Court's Decision No. 797 B/Pdt.Sus-Arbt/2023 is appropriate and in accordance with the principles of arbitration law. The legal considerations in this decision consistently affirm the limitations of the reason for the cancellation of the arbitration award which is limited in Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Article 70 of Law No. 30 of 1999 expressly stipulates that an arbitral award can only be annulled if it is proven that there is a:

- a. The letter or document submitted in the case examination turned out to be fake;
- b. The existence of documents that are decisive and hidden by the opposing party; or

- c. The arbitration award is taken as a result of a ruse committed by one of the parties in the dispute review process.

Arbitration Dispute Between PT Adhi Persada Properti (as developer) and Hariyono Soebagio and Budi Said (as buyer).

This case began from a dispute between PT Adhi Persada Properti (as the developer) and Hariyono Soebagio and Budi Said (as buyers) regarding the implementation of the Binding Sale and Purchase Agreement (PPJB) Number 008 dated December 7, 2017 which was made before Notary Wahyudi Suyanto in Surabaya. In the agreement, PT Adhi Persada Properti is obliged to hand over the land and buildings to the buyers after payment and certain conditions are met. However, in its implementation, the buyers assessed that PT Adhi Persada Properti committed defaults, among other things related to the submission of land certificates, tax payments, and construction completion. Because the deliberative settlement efforts were unsuccessful, the parties agreed to bring this dispute to BANI Surabaya. On September 1, 2023, BANI Surabaya through Decision Number 64/ARB/BANI- SBY/II/2023 granted part of the buyer's lawsuit, declaring PT Adhi Persada Properti in default, punishing the developer to pay losses and fines of billions of rupiah, and ordering the handover of a number of land certificates and construction proceeds to the buyer. Not accepting this arbitration award, PT Adhi Persada Properti submitted an application for the cancellation of the arbitration award to the Bekasi District Court. In its application, PT Adhi Persada Properti postulated the existence of alleged manipulation, falsification of documents, and violation of procedures during the arbitration process.

Efforts to Annul Arbitration Awards in Bekasi District Court

PT Adhi Persada Properti submitted an application for the cancellation of the arbitration award to the Bekasi District Court on the grounds of alleged falsification of documents and violations of procedures in the arbitration process. The application was registered with case number 531/Pdt.Sus-Arb/2023 and was decided on January 8, 2024.

The Bekasi District Court in its decision granted the cancellation request, stating that the decision of the Indonesian National Arbitration Board (BANI) is null and void and has no binding legal force. This decision shows that the Bekasi District Court considers that there are formal and material defects in the arbitration process that resulted in the annulment of the arbitration award.

However, it should be noted that a judgment of annulment by a district court is often the starting point of a lengthy legal process, as the decision can be appealed to the Supreme Court. In practice, the annulment of arbitral awards by district courts often causes legal uncertainty and has the potential to be used as a strategy to delay the implementation of arbitral awards that are final and binding (Jurnal Konstitusi, 2025).

The case at the Bekasi District Court reflects the challenges in the implementation of the final and binding principle of arbitration awards in Indonesia, where an attempt to annul can be filed on certain grounds such as alleged falsification of documents and violation of procedures, as stipulated in Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Legal Remedies for Appeal to the Supreme Court. The buyers and BANI filed an appeal. And the Supreme Court with Decision No. 524 B/Pdt.Sus-Arb/2024) canceled the decision of the Bekasi District Court and emphasized that the reason for the cancellation did not meet Article 70 of Law No. 30/1999. BANI's decision remains valid and binding.

Legal Remedies for Appeal to the Supreme Court No. 153/Pdt.G/2022/PN Btm

In case No. 153/Pdt.G/2022 which was processed at the Batam District Court, there was an attempt to cancel the arbitration award submitted by one of the parties who felt aggrieved by the decision of the Indonesian National Arbitration Board (BANI). This application for cancellation was filed on the grounds that there were alleged procedural defects and material violations in the arbitration process that resulted in injustice for the applicant.

The Batam District Court as a district judicial institution is authorized to receive and examine applications for the cancellation of arbitral awards in accordance with the provisions of Article 70 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. In the trial process, the Batam District Court assessed whether the reasons submitted by the applicant were qualified to annul the arbitration award. Although the details of the award in this case are not fully available, in general, the attempt to annul the arbitration award in the Batam District Court reflects the legal dynamics in Indonesia where the final and binding arbitration award can be retested in the district court if there is an alleged significant violation of the law.

Application for Appeal to the Supreme Court (No. 199 B/Pdt.Sus-Arbt/2023)

The appeal to the Supreme Court with case number 199 B/Pdt.Sus-Arbt/2023 was submitted by parties who were dissatisfied with the District Court's decision rejecting the application for annulment of the arbitration award. In this case, the Supreme Court re-examined the formal and material aspects of the application for annulment of the arbitral award that was previously submitted to the court of first instance.

This appeal highlights the importance of legal certainty in the settlement of arbitration disputes, especially regarding the deadline for submitting an application for cancellation and clarity of the reason for cancellation in accordance with Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The Supreme Court affirmed that the arbitral award is final and binding, but still provides room for the parties to apply for cancellation if there is an alleged violation of procedures or elements regulated in the law.

In its decision published on May 3, 2023, the Supreme Court decided to partially accept the appeal and overturn the decision of the court of first instance that rejected the annulment application. This decision reinforces the principle that the court must provide a fair opportunity for the aggrieved party to apply for the annulment of the arbitral award by meeting the applicable terms and procedures.

This case sets an important precedent in the practice of arbitration law in Indonesia, confirming that although arbitration is a final alternative dispute resolution forum, judicial oversight of arbitral awards is still necessary to maintain justice and legal certainty. This dispute stems from the contractual relationship between PT Berkah Tiga Usaha (BTU) as the Applicant and PT Berkah Kawasan Manyar Sejahtera (BKMS) as the Respondent, related to the implementation of a construction project. In its implementation, there was a dispute that led to a claim for default and a request for compensation by BTU against BKMS. Identity of the Parties.

- a. Applicant (PT BTU): Represented by President Director Ir. Rizky Ramli, accompanied by legal counsel from Jimmy & Associates.
- b. Respondent I (PT BKMS): Represented by the President Director and the Director of Finance, accompanied by a legal representative from ADCO Law.
- c. Respondent II (BANI Surabaya): Represented by the Chairman of BANI Surabaya, accompanied by the Secretary of the Arbitration Tribunal Session.

Chronology of Matters

- a. The Employment Agreement between BTU and BKMS caused a dispute due to alleged default. BTU submitted an arbitration application to BANI Surabaya. 18)
- b. BANI Surabaya Decision No. 59/ARB/BANI-SBY/XI/2021 (June 30, 2022), partially granted BTU's application. Declaring BKMS in default, punishing BKMS to pay Rp37.5 billion in damages and refund arbitration fees. BKMS submitted an application for the cancellation of the arbitration award to the Tangerang District Court. And Tangerang District Court Decision No. 1188/Pdt.P/2022/PN Tng (February 20, 2023): Declares that the BTU application is unacceptable (niet ontvankelijk verklaard). And BTU appealed to the Supreme Court. And Supreme Court Decision No. 918 B/Pdt.Sus-Arbt/2023 accepted the BTU's appeal and canceled the Tangerang District Court's decision.

Dispute Resolution by Arbitration

The dispute between PT Berkah Tiga Usaha (BTU) and PT Berkah Kawasan Manyar Sejahtera (BKMS) stemmed from a contractual relationship for sand transportation and land normalization work in the JIPE Manyar area, Gresik. In the agreed work agreement, BTU as a contractor is required to submit a bank guarantee to BKMS as the project owner. This bank guarantee is intended as a guarantee for the implementation of the work and the payment of the project advance.

In its implementation, BKMS considers that BTU has committed a default because it has not fulfilled its obligations as stipulated in the agreement. BKMS has given warnings (summons) and negotiation efforts, but it has not yielded results. As a result, BKMS submitted a claim for the disbursement of the bank guarantee to Bank Syariah Bukopin, which then refused the disbursement on the grounds of a dispute regarding the implementation of the work and alleged default.

Because the deliberative settlement efforts were unsuccessful, the parties took the legal route. Initially, BKMS filed a lawsuit with the Central Jakarta District Court, but the lawsuit was declared not the competence of the district court, but the competence of the Indonesian National Arbitration Board (BANI), according to the arbitration clause in the contract.

Furthermore, the dispute was brought to BANI. In the arbitration process, each party submits arguments and evidence related to the execution of the work and the claim for disbursement of the bank guarantee. BANI then ruled that BTU was proven to be in default and sentenced BTU to pay damages to BKMS, as well as refund the arbitration fees. Dissatisfied with the arbitral award, BTU submitted an application for the cancellation of the arbitration award to

Tangerang District Court. The Tangerang District Court declared the application inadmissible (NO) for formal reasons. However, at the cassation level, the Supreme Court annulled the decision of the Tangerang District Court and stated that the application for cancellation was acceptable and must be examined on the subject matter, emphasizing that the right to annul the arbitration award is regulated restrictively in the law and is the legal right of the parties.

Application for Annulment of Arbitral Award to the District Court

The Tangerang District Court decided to annul the Arbitration Award in the case of PT Berkah Tiga Usaha against PT Berkah Kawasan Manyar Sejahtera based on the consideration that the arbitration award contained significant legal defects in accordance with the provisions of Article 70 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The main reason for the cancellation was the alleged use of false documents in the arbitration process on which the award was based. In addition, it was also found that there were important documents hidden by the opposing party during the examination of the dispute, thus affecting the fairness and truth of the substance of the arbitration award. The court also considered that the arbitration award was allegedly taken as a result of a ruse committed by one of the parties in the dispute examination process.

The Tangerang District Court emphasized that the arbitration award, although final and binding, can be canceled if these elements are found to undermine the principles of justice and legal certainty. Therefore, the Tangerang District Court declared the arbitration award null and void and did not have binding legal force.

This decision is in line with the provisions of Article 70 of the Arbitration Law which provides space for the parties to apply for the annulment of the arbitration award if there are:

- a. Letters or documents that are admitted or declared false after the verdict has been rendered;
- b. Important documents hidden by the opposing party;
- c. The decision was taken from the result of deception.

Thus, the Tangerang District Court considers that these defects are sufficient to cancel the arbitration award in order to maintain justice and legal certainty for the parties to the dispute.

Application for Appeal to the Supreme Court

The appeal to the Supreme Court was filed by PT Berkah Tiga Usaha (BTU) after the Tangerang District Court annulled the Decision of the Indonesian National Arbitration Board (BANI) which had previously won BTU in a contractual dispute with PT Berkah Kawasan Manyar Sejahtera (BKMS). The cancellation of the arbitration award by the Tangerang District Court was based on the allegation of procedural defects and false documents that affected the arbitration award (Tangerang District Court Decision, 2025). In its appeal, BTU emphasized that BANI's arbitration award should have permanent legal force because it has met all formal and material requirements in accordance with Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. BTU argued that the Tangerang District Court was wrong in assessing the reason for the cancellation, especially related to alleged false documents and procedural violations, which according to BTU were not legally proven. The Supreme Court in considering this appeal focuses on the principle of finality and binding of the arbitral award, but still leaves room for cancellation if there are valid reasons in accordance with Article 70 of the Arbitration Law, such as the use of false documents or obvious violations of procedures. The Supreme Court considers that the Tangerang District Court needs to conduct a more in-depth examination of the evidence and the reason for the cancellation. In this case, the Supreme Court carefully examined whether the reasons submitted by the Tangerang District Court met these criteria. The Supreme Court also considered the principle of finality of arbitral awards to maintain legal certainty and avoid prolonged delays in dispute resolution.

The Supreme Court's decision in this case is an important precedent that confirms that even though the arbitral award is final and binding, the court still has the authority to test the annulment of the arbitral award on a limited basis and only on the grounds regulated by law. Thus, the Supreme Court prioritizes a balance between legal certainty and substantive justice in the settlement of arbitration disputes. The case also highlights the complexity of resolving business disputes in Indonesia, particularly related to claims for bank disbursement of guarantees and contractual defaults, where the parties must go through various legal mechanisms, ranging from arbitration to district courts and the Supreme Court, to obtain justice and legal certainty.

4. CONCLUSION

Based on the analysis of the implementation of Article 70 of Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and the implications of the Constitutional Court Decision No. 15/2014, it can be concluded that:

- a. The implementation of Article 70 of the Arbitration Law in the District Courts of Jakarta, Bekasi, Batam, and Tangerang shows that there are variations in interpretation and application that have an impact on legal uncertainty. Although Article 70 limits the grounds for annulment of an arbitral award to formal and very specific matters, in practice some district courts still extend the scope of the test to the substantive aspect, potentially undermining the principle of finality of an arbitral award.
- b. The Constitutional Court Decision No. 15/2014 provides a constitutional affirmation that the authority of the district court in testing the validity of an arbitral award must be limited to formal reasons that have been expressly regulated in the Arbitration Law. This strengthens the principle of final and binding which is the main foundation for dispute resolution through arbitration, while providing legal certainty for parties and business actors.
- c. The Supreme Court plays an important role as a juridical supervisor who maintains the consistency of the application of the law by limiting the intervention of the district court to arbitral awards only to formal aspects, thereby supporting legal certainty and the effectiveness of arbitration dispute resolution in Indonesia.

REFERENCES

- Analisis Yuridis oleh E. M. Angel, G. L. Tobing, dan W. S. Widiarty (2021). Hlm. 59–62 *Jurnal Masalah-Masalah Hukum*, Vol. 53 No. 2, 2024, hlm. 191–202.
- Artikel Hukumonline, “Eksekusi Putusan Arbitrase dan Pembatalan oleh Pengadilan Negeri,” 2023 Kontan.co.id, “ESDM Banding atas Putusan PTUN yang Menangkan Asmin Koalindo Tuhup,” 18 April 2018.
- Bambang Sunggono, *Metodologi Penelitian Hukum*, PT Raja Grafindo Persada, Jakarta, 2003, Githa Bianti, “Pelaksanaan Eksekusi Putusan Arbitrase Internasional yang Berpotensi Menghambat Kegiatan Investasi Asing di Indonesia,” *Crepido*, Vol. 5, No. 1, 2023, hlm. 64-78.
- bitrase.html <https://putusan3.mahkamahagung.go.id/search.html?q=%22Pembatalan+putusan%22>
Sumber: <https://www.hukumonline.com/klinik/a/eksekusi-putusan-arbitrase-lt6724ece040be3/>.
- Direktori Putusan Mahkamah Agung Republik Indonesia, “Pembatalan Arbitrase,” 18 November 2021, <https://putusan3.mahkamahagung.go.id/search.html?q=%22Pembatalan+a+rbitrase%22>.
- Direktori Putusan Mahkamah Agung Republik Indonesia, “Pembatalan Arbitrase,” 18 November 2021.
- Direktori Putusan Mahkamah Agung Republik Indonesia, “Pembatalan Arbitrase,” 18 November 2021 <https://putusan3.mahkamahagung.go.id/direktori/index/pengadilan/mahkamahagung/kategori/arbitrase.html>;
- Putusan Pengadilan Negeri Bekasi Nomor 531/Pdt.Sus-Arb/2023/PN Bk <https://jurnalkonstitusi.mkri.id/index.php/jk/article/download/1441/340/1747>
- Husni Kurniawati dan Salma Nur Hanifah, “Inkonsistensi Penerapan Pasal 70 UU ADR dalam Pembatalan Putusan Arbitrase di Indonesia,” *University of Bengkulu Law Journal*, Vol. 9 No. 2, Oktober 2024, *Jurnal Konstitusi*, “Pembatalan Putusan Arbitrase,” diakses pada 19 Mei 2025.
- Jurnal Masalah-Masalah Hukum*, Vol. 53 No. 2, 2024
- Peraturan Mahkamah Agung No. 3 Tahun 2023 (PERMA No. 3/2023).
- Putusan Mahkamah Agung Nomor 199 B/Pdt.Sus-Arbt/2023.
- Putusan Mahkamah Agung Nomor 918 B/Pdt.Sus-Arbt/2023 tanggal 24 Agustus 2023 antara PT Berkah Tiga Usaha vs PT Berkah Kawasan Manyar Sejahtera Putusan PN Tangerang No. 1188/Pdt.P/2022/PN.
- Putusan Mahkamah Konstitusi Nomor 15/PUU-XII/2014, hlm. 43-44.
- Putusan Pengadilan Negeri Bekasi Nomor 531/Pdt.Sus-Arb/2023/PN Bks.
- Surat Edaran Mahkamah Agung Republik Indonesia Nomor 8 Tahun 2022 tentang Pedoman Penerapan Pasal 70 UU Arbitrase oleh Pengadilan Negeri.
- Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa. Internet IAIN Kudus Repository, *BAB III Metode Penelitian*, hlm.35, <http://repository.iainkudus.ac.id/6147/6/6.%20BAB%20III.pdf>

