INTERNATIONAL JOURNAL FOR INNOVATIVE RESEARCH IN MULTIDISCIPLINARY FIELD
ISSN: 2455-0620 [Impact Factor: 6.719]
Monthly, Peer-Reviewed, Refereed, Indexed Journal with IC Value : 86.87
Volume - 8, Issue - 5, MAY - 2022 Publication Date: 31/05/2022

DOIs:10.2015/IJIRMF/202205018 --:-- Research Article

CONSTIPATION OF LEGAL ASSURANCE IN ARBITRATION AWARDS IN INDONESIA

[1]Sujono, [2]Gunarto, [3]Anis Mashdurohatun, [4]Mulyani Zulaeha
[1]Student of Doctoral Program at Sultan Agung Islamic University, School of Law, Semarang, Indonesia
[2]Professor at Sultan Agung Islamic University, School of Law, Semarang, Indonesia
[3]Lecturer at the Faculty of Law, Sultan Agung Islamic University Semarang, Indonesia
[4]Lecturer at the Faculty of Law, Sultan Agung Islamic University Semarang, Indonesia
Email: [1]sujonosh71@gmail.com, [2]Gunartowr2@yahoo.com, [3]anism@unissula.co.id, [4]mulyani.zulaeha@yahoo.co.id

Abstract : *Decision arbitration which is final and binding as confirmed in Article 60 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute experience sumirity consequence existence provision Article 70 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution dispute , so decision arbitration no could said is final as a result existence gap for sued something decision arbitration through track civil . So that need existence addition dictum related mechanism cancellation decision arbitration conducted _ through track arbitration as well, namely through examination by the relevant National Arbitration Board existence guess violation in decision arbitration, until To do cancellation law related decision problematic arbitration _ with determination court.*

Keywords: *Arbitration; Certainty; Constipation; Decision.*

1. INTRODUCTION :

Relationship cooperation between business entities mature this has many happen, thing the aim to use develop the business world Becomes more big and fast so that wheel industry Becomes more forward and at the end capable realize progress economy national. On relationship thus no seldom often occur dispute Among party perpetrator business good Among businessman private with fellow businessman private or between business entities private with the State-Owned Enterprises. This thing the more increase complicated because until moment this not yet there is system solution effective and efficient business entity disputes. So that dispute between business entities often protracted, thing this obviously also have hinder wheel industry and development economy national. This thing could seen in the case of PT Kawasan Berikat Nusantara (KBN) and PT Karya Citra Nusantara (KCN) related to the Marunda Port Area. case start moment occur agreement between KCN and PT Kawasan Berikat Nusantara (KBN) in 2004. KBN is a BUMN that is given right Marunda Port management. In agreement that, PT KCN is given right for managing Marunda Port from Cakung Drain to the Kali Blencong 1,700 meters long. As for the regulator are Ministry of Transportation. From cooperation that made company executor namely PT Karya Teknik Utama (KTU). In the journey happens dispute management related ownership share management harbor it. KBN no accept and apply lawsuit to North Jakarta District Court (PN Jakut). KBN sued KCN, the Ministry of Transportation and PT Karya Teknik Utama (KTU). Then KBN submitted demands that KCN stop whole its activities. Besides that, asking change make a loss amounting to Rp 1.5 trillion. On August 9 2018, PN Jakut grant KBN lawsuit. PN Jakut state Agreement Concession Number HK.107/1/9/KSOP.Mrd-16 Number 001/KCN-KSOP/ Concession /XI/2016 on November 29, 2016, between Defendant I and Defendant II regarding Port Services Operation at PT Karya Citra Nusantara Public Terminal at Marunda Port is deed Against the Law. PN Jakut stated that PT KCN and the Ministry of Transportation Cq Director General Communication sea Cq Marunda Class V Port Authority and Port Authority Office by not quite enough severally for pay change loss to KBN in the amount of Rp. 773 billion. Decision that then strengthened High Court (PT) Jakarta. over things that, KCN filed appeal. MA has appointing the supreme judge Nurul Elmiyah as chairman panel and chief justice Prim Pambudi and chief justice I Gusti Agung Sumanatha as member. Andi Samsan Nganro as interpreter talk The Supreme Court stated that (https://news.detik.com, 2020)

The Supreme Court (MA) at the level of cassation has drop decision in case Number 2226K/PDT/2019 with amar grant application cassation Applicant cassation I PT Karya Citra Nusantara, Petitioner Cassation II Ministry Communication Cq Directorate General Communication sea Cq Marunda Port Authority and Port Authority (KSOP) Class V Office and the Petitioner Cassation III PT Karya Teknik Utama.

In the above case seen that solution dispute between business entities often resolved with through court so that solved with long time. It will also hinder industrial development and development economy national. This thing showing that needed existence something mechanism short, effective, and efficient solution as well as right. Arbitration basically is a solution medium dispute between business entities quickly and precisely in answer problem as intended above. That thing because arbitration own benefit in the form off (https://cpssoft.com, 2020)

a. Arbitration character personal

Arbitration proceedings including the judge this no open for general. The parties and the arbitrator are often bound by the rules strict secrecy. With so, secret business and information important could protected from public, media, and or competitors.

b. The arbitrator is expert

parties could with free choose an arbitrator during they selected abiter no siding alias independent. Selected arbitrator can originated from another country or field professional. This thing will guarantee that the arbitrator has skill professional and capable handle discord or dispute.

c. Arbitration Could Save Time And Cost

Procedure created special and not there is an appeal process and or review repeat give opportunity for arbitration proceedings solved in relative time short. Costs to be issued could more thrifty.

Although arbitration considered capable be an alternative in solution dispute industrial relations between business entities, however arbitration also has weakness. one weakness from arbitration is obscurity law in implementation decision arbitration. Basically solution dispute business could done with track litigation (court general) and non-litigation (outside of court general). Interested party for complete disputes that arise by fast and win-win solution could complete dispute the outside court public (non- litigation). In accordance provision Article 3 of the Law Number 48 of 2009 concerning Power Justice state that solution case outside court on base peace or referee (arbitration) remains allowed. Solution dispute through institution arbitration based on a agreement or transaction business by written that includes clause arbitration that is agreement for complete disputes that arise between they in connection with agreement or transaction the business concerned to institution arbitration. Solution dispute through arbitration no make a fuss about implementation agreement, but only make a fuss procedural law and institutions competent arbitration complete the dispute between the parties who have bound in something agreement arbitration, other than it should too there is agreement about the place held arbitration. parties usually determine alone procedural law and institutions which arbitration is authorized complete dispute. Principle something agreement arbitration is freedom of the parties in determine the arbitration event to be used in solution dispute, as long as procedural law used no contrary with law a country that regulates about arbitration. Provision Article 31 of the Law Number 30 of 1999 determines that the parties in something agreement free for determine the arbitration event to be used in solution dispute, as long as determined with firm and written in agreement .

Decision arbitration distinguished into 2 (two) namely decision arbitration national and decision arbitration international. Decision arbitration national is every decision made by the tribunal arbitration as the verdict handed down in the region law Republic of Indonesia based on provision law Republic of Indonesia, while according to Article 1 number (9) of the Law Number 30 of 1999 provides definition about decision arbitration international namely : " a decision handed down by a institution arbitration or arbitration individual outside the jurisdiction Republic of Indonesia, or decision something institution arbitration or individual arbitrators who, according to provision law The Republic of Indonesia is considered as decision arbitration international ". Ratified 1958 New York Convention on Recognition and Implementation Decision Arbitration International through Presidential Decree No. 34 of 1981, states existence recognition and implementation from every decision arbitration taken outside the territory of the awarding country the set with provision procedural law applicable in courts in the territory of the country where the application is execution filed. Regulation implementation decision arbitration international set in the provisions of Chapter VI regarding Arbitration International, Articles 65 to with Article 69 of the Law Number 30 of 1999.

Although have various type advantages, however arbitration in Thing decision own weakness. Decision arbitration basically _ is final and has strength law permanent and binding on the parties, the in accordance with Article 60 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute. Chapter the clear emphasize that decision arbitration parallel with decision Supreme Court. It means that to decision

arbitration no could submitted effort another law. Thing this as declared in explanation Article 60 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute stating that the "Judgment" arbitration is final decision and with thus no could appealed, appealed or review back".

However final nature of decision arbitration the Becomes blurry with existence provision with existence Article 70 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute stating that :

To decision arbitration of the parties could submit application cancellation if decision the suspected contain elements as following :

a. letter or submitted documents _ in examination, after decision dropped, acknowledged false or declared fake;
b. after decision taken found documents that are determine, hidden by the party opponent; or
c. decision taken from results trick trick done by oneparty in inspection dispute.

Terms above _ open gap for existence effort law for cancel decision real arbitration has is final. This thing the more increase dilemma with existence explanation Article 70 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution The dispute that mentions that :

Application cancellation only could submitted to decision arbitration that has been registered in court . Reasons application the so called cancellation in chapter this should proved with decision court . If court state that reasons the proven or no proven , then decision court this could used as base consideration for judges to grant or refuse application .

Explanation above more expand return effort for cancel decision arbitration, p this because reason could canceled decision arbitration no only based on three Thing as submitted by Article 70 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute but also based on reasons determined by the court. This thing clear no appropriate remember nature arbitration which is equal effortwith trial in court however be outside judiciary and not under court then has confirmed in the explanation Article 60 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute also that decision arbitration is final and not there is effort law again the bias to cancel it. However existence Article 70 and its explanation in Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute has result in position decision the final arbitration shall be blu.

This thing clear will result in not sure law for party winner in decision arbitration which in the end will also result in not justice. not justice this can also Becomes increase with cost expensive arbitration which in the end there is not sure law for decision arbitration. As for the cost arbitration is in the form of cost registration of Rp. 2.000.000,- . Plus with cost administration as below this (http://www.baniarbitration.org/ina/costs.php, 2020).

Table 1 Total Cost Arbitration

Nilai Tuntutan (Rp)			Costs
Nilai Tuntutan	Lebih kecil dari	500,000,000	10.0 %
Nilai Tuntutan		500,000,000	9.0 %
Nilai Tuntutan		1,000,000,000	8.0 %
Nilai Tuntutan		2,500,000,000	7.0 %
Nilai Tuntutan		5,000,000,000	6.0 %
Nilai Tuntutan		7,500,000,000	5.0 %
Nilai Tuntutan		10,000,000,000	4.0 %
Nilai Tuntutan		12,500,000,000	3.5 %
Nilai Tuntutan		15,000,000,000	3.2 %
Nilai Tuntutan		17,500,000,000	3.0 %
Nilai Tuntutan		20,000,000,000	2.8 %
Nilai Tuntutan		22,500,000,000	2.6 %
Nilai Tuntutan		25,000,000,000	2.4 %
Nilai Tuntutan		27,500,000,000	2.2 %
Nilai Tuntutan		30,000,000,000	2.0 %
Nilai Tuntutan		35,000,000,000	1.9 %
Nilai Tuntutan		40,000,000,000	1.8 %
Nilai Tuntutan		45,000,000,000	1.7 %
Nilai Tuntutan		50,000,000,000	1.6 %
Nilai Tuntutan		60,000,000,000	1.5 %
Nilai Tuntutan		70,000,000,000	1.4 %
Nilai Tuntutan		80,000,000,000	1.3 %
Nilai Tuntutan		90,000,000,000	1.2 %
Nilai Tuntutan		100,000,000,000	1.1 %
Nilai Tuntutan		200,000,000,000	1.0 %
Nilai Tuntutan		300,000,000,000	0.9 %
Nilai Tuntutan		400,000,000,000	0.8 %
Nilai Tuntutan		500,000,000,000	0.6 %
Nilai Tuntutan	Lebih besar dari	500,000,000,000	0.5 %

So that clear that besides no own clarity in Thing position award, arbitration also has high cost , thing thus clear no fair for the winning side inside effort law arbitration . This thing clear contrary with Please First, Second , Fifth Pancasila and Fourth Paragraph Opening the 1945 Constitution of the Republic of Indonesia and automatic contrary with Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia concerning fair treatment before law. Problem it also shows existence disharmony between enforcement agencies law that is between the Arbitration Board with Court. Related Thing this Anis with firm state that (Anis Mashdurohatun, 2011)

> destruction system law the more mushrooming with existence intertwined corruption, collusion and nepotism with interest moment apparatus enforcer law (even office bureaucracy) throughout level government .

So that It is also clear that the judge must more Jelly again in notice content and position daeri decision arbitration, no only look at the position of the judge as holder power capable judiciary cancel decision arbitration.

2. LITERATURE REVIEW :

Arbitration is basically a medium for resolving disputes between business entities that is fast and precise in responding to problems in disputes in the business world, the existence of Article 70 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution has made it difficult to realize this. This article will discuss the implementation of arbitral awards, which still have various weaknesses in the form of unclear position of arbitral awards as final decisions and the position of arbitration which is also under the courts, even though it is clear that arbitration institutions are outside the judiciary in Indonesia.

3. MATERIALS:

Legal materials are obtained from books, laws and regulations, papers, and articles from the internet relating to the issue of implementing arbitral awards in Indonesia.

4. METHOD:

Approach used _ in this article is approach normative where studies carried out related with abomination rules and norms law.

5. DISCUSSION:

Award arbitration is final, final and binding from decision arbitration, meaning has closed again for all possibility for go through effort law after. As arranged _ in Article 60 of Law no. 30 of 1999, which states that decision arbitration is final and binding it means decision arbitration is final decision and hence no could appealed, appealed, or review back. Regulation BANI Procedure, Article 32 firm state that decision arbitration is final and binding on the parties. parties _ ensure will direct carry out decision that.

In decision that, Assembly set something limit time for losing side _ for carry out decision where in decision Assembly could set sanctions and/ or fines and/ or level flower in reasonable amount _ if losing side _ negligent in carry out decision it. From the terms that. BANI has arrange by firm strength tie decision arbitration as well as the consequences for the parties. Traits like this is one _ demands tree decision arbitration that requires a simple and fast process. Decision could direct executed with method close appeal and or appeal. Next affirmation the final and binding nature of the decision arbitration is also listed in Article 53 (1) ICSID which reads:

> The award shall be binding on the parties and shall not be subject to any appeal or to any other remedy except those provided for in this Convention. Each party shall abide by and comply with the terms of the award except to the extent that enforcement shall have been stayed pursuant to the relevant provision of this Convention.

Based on provision this, the verdict live ICSID arbitration binding on the parties and not there is appeals and _ effort other than specified in Convention. Justified effort _ according to Convention this for example request interpretation or revision or cancellation decision arbitration. because of that, basically every party bound fully to decision and must obey as well as fulfil specified conditions _ in verdict. in line with regulation above, affirmation the final and binding nature of the decision arbitration is also available in Article 32 paragraph (2) UNCITRAL, which reads : “ The award shall be made in writing and shall be final and binding on the parties. The parties under take to carry out the award without dela.” Provision this pathetic that decision direct is final and binding on the parties. parties _ must direct carry out decision without procrastinated and not there is possible reasons _ used for procrastinate fulfillment verdict. Clinging to it final and binding properties in decision arbitration counted since copy decision (copy of the award) submitted Court Arbitration to the parties . Based on things above, then _ _ decision arbitration own strength tie against

the disputing parties at the level of end and is powerful decision _ law fixed (inkracht van gewijsde). As consequence from nature decision final and binding arbitration, then the parties must direct carry out decision that. However implementation decision arbitration by volunteer this very depending on the will good from the disputing parties. UU no. 30 of 1999 provides effort that can taken if implementation decision arbitration by volunteer no could done. In Thing this, the verdict implemented based on order Chairman Upper District Court one request disputing parties.

Furthermore, in give order implementation that, Chief District Court only authorized for check fulfillment Articles 4 and 5 of Law no. 30 of 1999, as well as no contrary with decency and order general. Chairman District Court not authorized check reason or consideration decision arbitration for a decision the truly independent, final and binding. As for in something decision arbitration international, final and binding properties can be concluded from Article 68 of Law no. 30 of 1999. According to provision that, the verdict Chairman Central Jakarta District Court regarding gift executors that recognize and implement decision arbitration international in Indonesia, no could appealed or _ appeal. Against decision Chairman Central Jakarta District Court which rejected for acknowledge and implement decision arbitration international, can submitted appeal.

Binding properties from decision arbitration give birth consequence no got it strengthened decision arbitration that, thing this besides contrary with final and binding properties from decision arbitration, lawsuit to decision arbitration will result in the injury principle nebis in idem.

Principle formal in carry out the proceedings in court, one of which is is principle Nebis in Idem. Principle Nebis in Ditto in formula law positive in Indonesia is listed in Article 60 paragraph (1) of the Law Number 8 of 2011 concerning Change on Constitution Number 24 of 2003 concerning Court Constitution. Principle Nebis in Idem is available in Circular _ Supreme Court Number 3 of 2002 concerning Handling Related Matters _ with Principle Nebis in Idem, as well as in Article 76 of the Criminal Code Article 132 paragraph (1) letter a and Article 134 of the Draft Criminal Code , as well as Article 1917 of the Civil Code , which basically formula about Nebis in Idem according to Article 1917 of the Civil Code is strength something the judge's decision which has get strength absolute no more large than simply about question the verdict . For could advance strength it is necessary that the question demanded is same, that demands based on the same reason, furthermore advanced by and against the same parties inside the same relationship.

Decision arbitration that has got determination court and have strength the law is final and binding basically if done lawsuit to decision arbitration the eat will could interpreted violate principle Nebis in Idem, hal this because existence similarity object lawsuit, the same parties and with base the same law.

6. ANALYSIS :

Cancellation decision arbitration has set separately by Law no. 30 of 1999, namely in Chapter VII, Articles 70, 71, and 72. Decisions submitted cancellation by written to district court, as of a maximum of 30 (three) twenty days since day submission and registration decision arbitration to clerk District Court. Condition cancellation to decision arbitration if decision the suspected contain elements as following:

a. letter or submitted documents _ in examination, after decision dropped, acknowledged false or declared fake;
b. after decision taken found documents that are determine, hidden by the party opponent;
c. decision taken from results trick trick done by one _ party in inspection dispute.

If you see reason the above - mentioned cancellation, actually effort cancellation the not effort ordinary law, but _ is effort extraordinary law _ ordinary. No same with appeal in _ system Justice ordinary. Because of that anyway, even though no with firmly mentioned in law, but if we see to reasons cancellation decision arbitration, then effort law cancellation the is law force that doesn't could ruled out by the two split party. BANI reminds term annulment and refusal of decisions arbitration international need distinguished because own consequence law different. Cancellation decision caused deny it decision arbitration as if no once made, while denial no means decision arbitration denied. Denial neither is this got it decision arbitration implemented in the jurisdiction court that rejected it. This thing set in Article 36 of the New York Convention. From reasons cancellation decision arbitration as seen in Article 70 of Law no. 30 of 1999 _ could seen that effort cancellation the not is the usual “appeal” to something decision arbitration . Cancellation is something effort extraordinary law ordinary. because of that, without specific reasons _ that, in principle something cancellation decision arbitration no possible fulfilled. just no satisfied just from one party no possible submitted cancellation. With so, can said that in principle something decision arbitration is level first and last (final and binding). In explanation of Law no. 30 of 1999 Article 72 paragraph (2) Chairman The District Court was given authority for check demands cancellation if requested by the parties, and regulates, the consequences from cancellation whole or part from decision arbitration concerned. Chairman District Court can decide that after be spoken cancellation, same

arbitrator or another arbitrator will check return dispute concerned or determine that something dispute no possible solved again through arbitration. Application cancellation decision arbitration should submitted to Chairman District Court. If application granted, Chief The District Court determines consequence from cancellation good whole or partially. Decision on application cancellation determined by the chairman District Court in maximum time of 30 (three twenty) days since application accepted. To decision district court about cancellation decision arbitration, can submitted appeal to the Supreme Court decides in level first and last. Party The Supreme Court is considering as well as decide appeal in maximum time of 30 (three twenty) days after the appeal accepted by the Supreme Court. Application cancellation only could submitted to decision arbitration that has been registered in court. Reason application cancellation should proved with decision court. If court state that reason the proven or no proven, then decision court this could used as base consideration for the Judge to grant or refuse application. Consequence law to decision arbitration that has canceled by chairman District Court can in the form of :

1. Cancel whole or part contents decision that. This thing should determined with firm in cancellation by chairman the District Court.
2. Chairman The District Court could decide that case the checked return by :
   a) same arbitrator, or
   b) another arbitrator, or
   c) No possible again solved through arbitration. However so, of course Chairman The District Court can also refuse application cancellation decision arbitration if reasons cancellation the no fulfilled.

Lon L. Fuller cited by Esmi Warassih stated that for know law as system so should be observed is he fulfil eight principle or the following principles of legality this (Esmi Warassih , 2010)

a. System law should contain the rules it means he no can contain just decisions that are ad hoc.
b. The regulations that have been made that should announced.
c. Regulation no can apply recede.
d. Rules arranged in possible formulaunderstandable
e. Something system no can contain conflicting rules one each other.
f. Rules no can contain demands exceed what can done.
g. Regulation no can often changeable.
h. There must be compatibility Among promulgated regulations with implementation everyday.

Based on Fuller's explanation above so by clear seen that sumirity related Settings decision arbitration in policy law national has result in existence deviation points d and h. That is "rules". arranged in possible formula understandable", and "Must exist compatibility Among promulgated regulations with implementation everyday."

state thus clear potential result in loss for the party who has win in level verdict arbitration. by automatic state this result in violated right similarity in front of law for the rightful party got right through something decision arbitration consequence cancellation verdict arbitration that happened. This thing clear contrary with justice which is mandated by Pancasila as a source law in Indonesia.

Possible solutions done is with add dictum related mechanism cancellation decision arbitration conducted through track arbitration as well, namely through examination by the relevant National Arbitration Board existence guess violation in decision arbitration, until To do cancellation law related decision problematic arbitration _ with determination court . So that Article 70 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute be :

1) To decision arbitration of the parties could submit application cancellation if decision the suspected contain elements as following:
   a. letter or submitted documents in examination, after decision dropped, acknowledged false or declared fake;
   b. after decision taken found documents that are determine, hidden by the party opponen; or
   c. decision taken from results trick trick done by one _ party in inspection dispute.
2) Before done front check court, lawsuit to decision arbitration must carried out by the National Arbitration Board until found by legitimate existence offense inside something verdict arbitration.
3) On the basis of findings violation decision arbitration how referred to in paragraph (2) later, the Arbitration Board conduct related hearings cancellation decision problematic arbitration that.
4) As for cancellation decision arbitration as meant paragraph (3) is strengthened with determination court.

7. FINDING:

The findings in this article are that arbitration in Indonesia is basically a medium for resolving disputes between business entities that is fast and appropriate in responding to problems in disputes in the business world, the existence of Article 70 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution has resulted in this is difficult to realize, this is because Article 70 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution provides an opportunity for someone to file a lawsuit against the arbitration award, such a situation has clearly deviated far from the arbitration administration system.

8. RESULT:

The arbitration award which is final and final as affirmed in Article 60 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution is sumirity due to the provisions of Article 70 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, so that the arbitral award cannot be said to be final due to the gap for an arbitral award to be contested through a civil route. The issue of the sumirity of the arbitral award is due to a weakness in substance in the form of the provisions of Article 70 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution which results in Article 60 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution cannot be implemented. well. Structurally, legal dualism in the implementation of arbitral awards makes it difficult for law enforcement circles to carry out the execution of arbitral awards. Then arbitration also rarely involves bailiffs. Arbitration is not equipped with a bailiff, so if one of the parties does not want to implement the arbitration award voluntarily, then a request for execution is requested to the Head of the District Court where the procedural procedure used is to follow the procedures as specified in the civil procedural law. Culturally, the weakness is in the form of the ethics of the parties to implement or not to implement the arbitral award and to implement the provisions of Article 60 or to reclaim the arbitral award. Back to the understanding of the disputing parties.

9. RECOMMENDATION:

- It is necessary to renew the concept of arbitration legal system thinking in accordance with the national legal system, considering that so far arbitration in Indonesia adheres to the common law system and Article 70 of the Law of the Republic of Indonesia Number 30 of 1999 concerning Arbitration and Alternatives shows that the national arbitration system is also influenced by the civil system. law.
- It is necessary to establish a mechanism for the cancellation of arbitral awards deemed defective through a mechanism through the National Arbitration Board.

10. CONCLUSION:

Decision arbitration which is final and binding as confirmed in Article 60 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution Dispute experience sumirity consequence existence provision Article 70 of the Act Republic of Indonesia Number 30 of 1999 concerning Arbitration And Alternative Solution dispute, so decision arbitration no could said is final as a result existence gap for sued something decision arbitration through track civil.

REFRENCES:

Books:

1. Esmi Warassih, (2010): a legal institution study Sociologist, *Publishing Agency University Diponegoro*, Semarang

Journal Papers:

1. Anis Mashdurohatun, (2011): Enforcement of Criminal Law in the Field of Illegal Logging for Sustainability Environment Life And Effort Countermeasures, *Journal of Law*, Vol XXVI, No. 2

Web Reference

- https://news.detik.com/berita/d-4727867/tok-ma-menangkan-kcn-di-sengketa-pelabuhan-marunda-seharga-rp-733-miliar . Downloaded on May 12, 2020
- https://cpssoft.com/blog/business/pengertian-arbitrase/#:~:text=Arbitration%20is%20wrong%20one%20of,selected%20for%20handling%20problems%20law . Downloaded on May 12, 2020
- http://www.baniarbitration.org/ina/costs.php , downloaded on 12 May 2020