



The Implementation of Parties Autonomy and Authority of Bani Region of Business Disputes Resolution*

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Abstract

Badan Arbitrase Nasional Indonesia so called BANI Arbitration Center ("BAC") is an independent institution that provides services in settling disputes outside the state court. BANI is domiciled in Jakarta and there are BANI Region located in various big cities in Indonesia: Bandung, Surabaya, Medan, Denpasar, Palembang, Pontianak, and Jambi, acting autonomously and independently in upholding law and justice. The parties still have disagreements on where to take themselves if there is a dispute between them. Dispute settlement through BANI has become the choice of business actors to resolve their trade disputes. In addition to the characteristics of being fast, efficient, and thorough, arbitration adheres to the principle of a win-win solution and is straight forward because there are no appeals and cassation institutions. The arbitration fee is also more measurable because the process is faster. Another advantage of arbitration is that its decisions are immediately (final) and binding, apart from its confidential nature, in which the trial process and arbitration award are not published. The object of the study is the settlement of business dispute through BANI Region. The purpose of this writing is to analyze and describe (a) how does the implementation of parties authonomy in arbitration; (b) can the parties choose the forum of arbitration through BANI Region? (c) Has BANI Region have the authority or competency to examine and decide business disputes? (d) to what extent is the role of BANI Region in law enforcement in Indonesia? This paper uses a normative juridical approach with a qualitative analysis method on RI Law No. 30 Year 1999 concerning Arbitration and Alternative Dispute Resolution and the 2022 BANI Rules and Procedures. The conclusion are that the disputing parties (a) They implemented parties authonomy in arbitration; namely befor, during and after dispute arises till the implement of arbitral award; (b) They can choose forum for dispute settlement through BANI Region; (c) BANI Region have the authority to examine and decide trade disputes; (d) BANI Region have a strategic role in law enforcement in Indonesia.

* The article is my personal opinion and submitted to *BANI Arbitration & Law Journal*, 2024

I. Introduction

Business relations in the trade sector are not always harmonious. In fact, there are often differences of opinion, conflicts, or disputes. The parties ultimately look for an institution to resolve the conflicts or disputes between them. As an example, the following illustration can be presented. The Parties, each of them is a Limited Company (PT), have made and signed a Construction Work Contract Cooperation Agreement for the establishment and construction of an International Hotel in Bali. The agreement was drawn up and signed in Jakarta. The Respondent was domiciled and resided in Jakarta. Meanwhile, the applicant was domiciled and resided in Bandung.²

The Construction Work Contract Agreement contains an "arbitration clause", which reads as follows: "*In the event of a conflict or dispute between the parties, it will be resolved through the Badan Arbitrase Nasional Indonesia (BANI) in accordance with the BANI Rules and Procedures, whose decision is the final decision and binding to the parties*", so that the parties will not file an appeal, cassation, or any legal efforts".

The parties still have disagreements about where conflict or dispute will be brought (*BANI* Jakarta or *BANI* Region Bandung). Finally, the Applicant submitted and registered the conflict or dispute to the *BANI* Region in Bandung. However, on the other hand, the Respondent objected and refused by stating that *BANI* Bandung Region was not authorized to accept, examine, and decide the case on the grounds that the Respondent was domiciled and resided in Jakarta, whereas the Respondent's reasons are based on the provisions of Article 118 of *HIR*.

Another example, the following illustration can be presented. Disputing parties are The Government of Business Public Company (so called "BUMN") and "The Families". In the Public Notary's Deed concerning "the Purchase Agreement of Land"

The Agreement contains an "arbitration clause", which reads as follows:

"if the dispute arising from this contract between the parties that they finally agreed settled by BANI with the administrative and procedural Rules of BANI".

Finally, the Applicant submitted and registered the conflict or the dispute to the *BANI* Region in Palembang. However, on the other hand, the Respondent stated that was domiciled and resided in Jakarta, although the Lands are located in Palembang.

In connection with the background of the problem described above, the main problems are:

1. How does the implementation of the Parties Authonomy in arbitration?
2. Can the disputing parties choose the forum of arbitration through *BANI* Region?
3. Has *BANI* Region have the authority (competency) to examine and decide business disputes of the parties?
4. To what extent is the role of *BANI* Region in law enforcement in Indonesia?

The motivation and purpose of this writing are to find out, examine, analyze and describe from both the practical and theoretical sides of. The efforts of the parties in choosing the forum of arbitration through *BANI* Region; parties autonomy, authority (competency) of *BANI* Region to examine and decide business disputes; and the role of *BANI* Region in law enforcement in Indonesia.

² Cooperation Agreement between Applicant (PT. "X") and Respondent (PT. "Y") about Execution of Structural and Architectural Works for International Hotel Project in Bali on Oktober 16, 2017.

II. Literature Review

Sources of Arbitration Law. According to Huala Adolf (2014: 81) stated that the sources of law governing arbitration could be grouped into: [2]³

1. Clause or Agreement of Arbitration;
2. National Law regarding Arbitration;
3. International Agreement;
4. Customary International Law;
5. General Legal Principles;
6. Arbitration Awards;
7. Doctrines or Theories about Arbitration.

Definition of Arbitration. Huala Adolf (2014:5) classified arbitration into two meanings: First, arbitration in a narrow sense and second, arbitration in a broad sense. **Arbitration in a narrow sense** is arbitration as a dispute settlement institution that specializes in handling and settling disputes in the trade sector. Arbitration in the sense is arbitration whose regulations are subjects to regulations under UNCITRAL (United Nations Commission on International Trade Law).

The rules made by UNCITRAL in the trade sector are the UNCITRAL Model Law on International Commercial Arbitration (1985 and 2006) or UNCITRAL Arbitration Rules (1976 and 2010). Both of these instruments are soft law in nature, meaning that they do not have legal force to bind countries or parties. In the national scope, arbitration in a narrow sense is subject to RI Law Number 30 Year 1999 concerning Arbitration and Alternative Dispute Resolution.

Article 1 point 1 and point 2 of this Law states:

“Arbitration is a way of resolving a civil dispute outside the general court based on an arbitration agreement made in writing by the disputing parties. The parties are legal subjects according to both civil law and public law.”

Article 5 of this Law states:

- (1) *Disputes that can be resolved through arbitration are only disputes in the field of **trade** and regarding rights which according to law and statutory regulations are fully controlled by the disputing parties.*
- (2) *Disputes that cannot be resolved through arbitration are disputes which according to law and regulations cannot be concluded.*

As a guideline, the scope of the trade sector as explained in elucidation of Article 66 point (b) of this Law states that what is meant by "scope of trade law" is activities in the fields of: (a) commerce; (b) banking; (c) finance; (d) capital investment; (e) industry; (f) intellectual property rights.

Arbitration in a broad sense is arbitration as a dispute settlement institution to resolve all disputes. A broad example like this is the legal basis for arbitration in the constitution of international law, namely the UN Charter. Article 33 paragraph (1) of the UN Charter states:

“1. The parties to any dispute, the continuance of which is likely to endanger the maintenance of international peace and security, shall first of all, seek a solution by negotiation, enquiry,

³ Huala Adolf (2014). *Dasar-Dasar, Prinsip & Filosofi Arbitrase*. (Bandung: Keni Media, 2014), p.81.

mediation, conciliation, arbitration, judicial settlement, resort to regional agencies or arrangements, or other peaceful means of their own choice”.

Article 1 paragraph (1) of the UN Charter states arbitration as a method of dispute settlement (between countries). Disputes that can be resolved by arbitration, which appear at the beginning of the sentence of this article, are arbitration in a broad sense. **Arbitration Agreement.** An arbitration agreement is an agreement in the form of an arbitration clause that is contained in a written agreement made by the parties before the dispute arises or a separate arbitration agreement made by the parties after the dispute arises.⁴[3]. The Arbitration Clause or Arbitration Agreement is an entry point for submitting a settlement of business so called trade dispute through the *BANI* Arbitration Institute as the basis for the authority (competency) of *BANI* or *BANI* Region to receive, examine, and decide arbitration cases.

BANI advises the parties wishing to use *BANI* arbitration to include in their agreements the following standard clauses:

Arbitration Clause before a dispute occurs:

*“All disputes arising from this contract shall be finally settled by arbitration under the administrative and procedural Rules of **Badan Arbitrase Nasional Indonesia (BANI)** by arbitrators appointed in accordance with said Rules, which decision shall bind the parties and serve as a decision in the first and final instance”.*

Parties chose a forum of *BANI* Region, for example:

*“All disputes arising from this contract shall be finally settled by arbitration forum of **BANI Region Bandung** and under the administrative and procedural Rules of **Badan Arbitrase Nasional Indonesia (BANI)** by arbitrators appointed in accordance with said Rules, which decision shall bind the parties and serve as a decision in the first and final instance”.*

Arbitration Agreement after a dispute occurs.

The establishment of an Arbitration Agreement **after a dispute** occurs must pay attention to RI Law Number 30 Year 1999. Article 9 of this Law states as follows:⁵

- “(1) In the event that the parties choose to settle the dispute through arbitration after the dispute has occurred, the agreement regarding this matter must be made in a written agreement signed by the parties.*
- (2) In the event that the parties are unable to sign the written agreement as referred to in paragraph (1), the written agreement must be made in the form of a notary deed.*
- (3) The written agreement as meant in paragraph (1) must contain:*
 - a. the problem in dispute;*
 - b. full names and places of residence of the parties;*
 - c. full name and residence of the arbitrator or arbitration tribunal;*
 - d. where the arbitrator or arbitral tribunal will make a decision;*
 - e. the full name of the secretary;*

⁴ Huala Adolf (2014). *Dasar-Dasar, Prinsip & Filosofi Arbitrase*. (Bandung: Keni Media, 2014), p.5

⁵ Article 1 paragraph 1 and paragraph 2 of RI Law No. 30 of 1999 concerning Arbitration and Alternative of Dispute Resolution

f. ispute settlement period;

g. a statement of willingness from the arbitrator; and

h. a statement of the willingness of the disputing parties to bear all costs necessary for dispute settlement through arbitration.

(4) A written agreement which does not contain the matters as referred to in paragraph (3) shall be null and void."

Legal Consequences of the Arbitration Clause or Arbitration Agreement are regulated in RI Law Number 30 Year 1999 concerning Arbitration and Alternative of Dispute Settlement.⁶

Article 4 paragraph (1) of this Law states:

*"In the event have previously agreed that dispute between them are to be resolved through arbitration and have **granted such authority**, the arbitrators are **competent** to determine in their award the rights and obligations of the parties if these matters are not regulated in their agreement"*.

Article 3 of this Law states:

*"**The District Court is not authorized** to adjudicate disputes between parties that have been bound by an arbitration agreement"*.

Article 11 of this Law states:

"(1) The existence of a written arbitration agreement negates the rights of the parties to submit a settlement of a dispute or difference of opinion contained in the agreement to the District Court.

*(2) **The District Court is obliged to refuse and will not intervene in a dispute settlement** that has been determined through an arbitration, except in certain cases stipulated in this Law."*

The Jurisprudence of the Supreme Court of the Republic of Indonesia regarding the Arbitration Clause includes:⁷[6]

(i) Decision No.013 PK/N/1999;

(ii) Decision No.019 K /N/1999;

(iii) Decision No.3145 K/Pdt/1999 jo No.730/Pdt/ 1998/ PT.Sby. jo No.96/Pdt-G/1998/PN.Sby.;

(iv) Decision No.2683 K/Pdt/2001 jo No.90/Pdt/2000 / PT.Sby. jo No.134/Pdt-G/1999/PN.Sby.;

(v) Decision No.1715 K/Pdt/2001 jo No.111/Pdt/2000 / PT.DKI

jo 361/Pdt-G/PN.Jak.Sel.

Ali Budiarto in the Book of *Varia Peradilan* provides legal notes and legal abstracts as follows:⁸

"The Arbitration Board as an Extra-Judicial Body has shifted the authority of the District Court as a State Judiciary Body to resolve disputes arising from the Arbitration Clause/Arbitration Agreement based on the principle of "Pacta sunt Servanda" (ex-Article 1338 of the Civil Code)."

⁶ Article 4, Article 3 and Article 11 of RI Law No.30 Year 1999 concerning Arbitration dan Alternative of Dispute Resolution.

⁷ Jafar Sidik. *Klausula Arbitrase dalam Kontrak Bisnis. Cases & Materials*. (Bandung: Keni Media, 2020), p.72.

⁸ Ali Budiarto. *Varia Peradilan*, Edition No. 204, No. 211, No. 214.

“Permanent Jurisprudence of the Supreme Court of the Republic of Indonesia recognizes the legal effect, which gives absolute authority to the Arbitration Institution to resolve disputes arising from the execution of the Arbitration Clause / Arbitration Agreement based on the principle of "Pacta sunt Servanda" (ex-Article 1338 of the Civil Code).”

III. Research Method

This research method uses a juridical normative and/or juridical empirical approach with descriptive specifications of qualitative analysis of the materials (objects) of study in the form of Law Number 30 of 1999 concerning Arbitration and Alternative of Dispute Settlement, Law Number 48 of 2009 concerning Judicial Power, *BANI* Rules and Procedures, and other related regulations. Sources of data were obtained through library research on secondary data.

IV. Results and Discussions

***BANI* and *BANI* Region.** Badan Arbitrase Nasional Indonesia (*BANI*) is an independent institution that provides services in settling disputes outside the court. *BANI* is domiciled in Jakarta and there are several *BANI* Region in major cities in Indonesia, namely in Bandung, Surabaya, Medan, Denpasar, Palembang, Pontianak, and Jambi.

For its purpose and scope of activities, *BANI* was established for the purposes of:

- a. Participating in law enforcement efforts in Indonesia to resolve disputes or differences of opinion that occur in various business so called trade, industrial, and financial sectors through arbitration and other alternative forms of dispute settlement including in the fields of corporations, insurance, financial institutions, fabrication, intellectual property rights, licenses, franchise, construction, cruise/maritime, environment, remote sensing, and others within the scope of law and regulations and customary international law.
- b. Providing services for the administration of dispute settlement through arbitration or other alternative forms of dispute settlement, such as negotiation, mediation, conciliation, and giving binding opinion in accordance with *BANI* Procedural Rules or other procedural rules agreed by the parties concerned.
- c. Acting autonomously and independently in upholding law and justice.
- d. Carrying out studies and researches as well as training/education programs regarding arbitration and alternative of dispute settlement.

Then, the *Badan Arbitrase Nasional Indonesia* (*BANI* or *BANI* Arbitration Center and so called BAC) considers it necessary and important to establish a forum in the form of an institute to improve the education, skills, and professionalism of arbitrators along with increasing the understanding and firm commitment to the arbitrator's code of ethics. *BANI* established the *Institut Arbiter Indonesia* which is translated into English into: Indonesian Institute of Arbitrators or abbreviated as IArBI. IArBI was established in Jakarta on December ten two thousand and twelve (12-10-2012).⁹

In accordance with its objectives and scope, *BANI* and *BANI* Region act autonomously and independently in upholding law and justice. Furthermore, the discussion will refer to the main issues in this paper.

⁹ Profile of IArBI (*Indonesian Arbitrator Institute*). <http://www.iarbi.org/about.html>.

1. How does the implementation of the parties autonomy in arbitration.

The parties autonomy is also often called “the law of the parties” because of so called “law” of the mutual agreement by the parties of the contract and if the third party inconsistent with or break the law so called legal consequence is null and void. The parties autonomy is the rights of self-government by the parties.

Brozolo describes the importance of this principle.

“Arbitration is the archetypical realm of party autonomy. Not only is the creation of party autonomy in the sense that arbitration can only exist if it is willed by the parties, it is also increasingly governed by rules which the parties are free to fashion as they chose”.

This principle is recognized and registered in international agreement documents related to arbitration namely Article 19 and Article 20 (1) of UNCITRAL Model Arbitration Law 1985, 2006; Article 42 (1) of ICSID Convention 1965; Article 8 of UNCITRAL Arbitration Rules 2010; RI Law Number 30 Year 1999 concerning Arbitration and Alternatif Dispute Resoluton (vide Article 56, 27, 28, 31, 48).

Based on the parties autonomy that the parties are able to choose and provide: (a) law of the parties and procedure of the parties, governing law and applicable law by arbitration institution and arbitrator or arbitration tribunal through the main cases; (b) confidentiality nature of arbitration; (c) provide the forum, the venue or the seat of arbitration and language of arbitration; (d) to choose an arbitrator or tribunal of arbitration; (e) provide the time limitation of the completed arbitration.

2. Can the disputing parties choose the seat of arbitration through BANI or BANI Representatives?

Responding to the problem above, it is related to the Submission of an Application to hold Arbitration. According to the BANI Rules and Procedures, Article 4 point 1 states that all written communication submissions to be submitted by each party, together with any and all attached documents, must be submitted to the BANI Secretariat for registration. The applicant shall register the request to hold arbitration in accordance with the BANI Arbitration Clause (BAC) or the BANI Region of Arbitration Agreement that has been made by the Parties.

If the BANI Arbitration Clause does not mention a specific BANI Region, then the Applicant may freely choose to register the request to hold the arbitration according to the choice of forum (venue or place) for BANI (BAC) or BANI Region selected by the Applicant to conduct arbitration proceedings.

The Respondent may reject the seat of arbitration at the BANI Region. The Respondent, based on the provisions of Article 118 paragraph (1) of HIR, said that the authority to accept the Request for Arbitration in the case was the *Badan Arbitrase Nasional Indonesia (BANI)* in Jakarta because the contract was made in Jakarta and the domicile of the Respondent was also in Jakarta. Another example, the choice of forum or (venue or place) for BANI Region selected by the Applicant to conduct arbitration proceedings because of the object of contract (located of land in domiciled at the said BANI the Region).

There is a doctrine or expert opinion which states that: "if the contents of the article are multi-interpretative, then the meaning of the article must be sought through the interpretation of the agreement (Article 1343 of the Civil Code) or interpretation on the principle of *contra*

proferentem (regulated in Article 1349 of the Civil Code). Article 1349 of the Civil Code regulates the following:¹⁰

"If there is a doubt, then an agreement must be interpreted for the loss of the person who has asked for an agreement and for the benefit of the person who has committed himself to it".

Based on this Article, the agreement must be interpreted for A's loss and for B's benefit, meaning that B is given the freedom to choose *BANI* Region of any city to submit claims/demands or lawsuits according to his interests.

The author argues by citing other doctrines/experts. First opinion, it is **"the parties authority"** as **"the law of the parties"** and **"the procedure of the parties"** can be applied and implemented in this case.

Second of opinion, it is the Article 118 paragraph (1) of *HIR* is related to the relative competency of a court institution in deciding a dispute. The application of Article 118 paragraph (1) of *HIR* cannot be used in arbitration cases. Arbitration cases are subject to the specific provisions of the arbitration rules and procedures that handle disputes. In an arbitration case as a private dispute settlement institution, there is no relative competency. The arbitration authority regarding the venue or place will only apply if the parties expressly state the place where the arbitration concerned will be carried out.

Third Opinion, it is the *BANI* Region in this case, for example *BANI* Bandung Region and *BANI* Palembang Region and in other big cities namely Surabaya, Medan, Pontianak or Denpasar and Jambi functions as the "venue or seat of arbitration". The place where the arbitration will take place can be done in a venue or a place that the Applicant can determine as long as, as stated above, the arbitration agreement does not explicitly determine the venue or the place or city where the arbitration will take place.

3. Does *BANI* Region have the authority (competency) to examine and decide the business so called trade disputes of the disputing parties?

Responding to the third problem, it is related to the competency of the authority of *BANI* Region to decide arbitration cases. By paying attention to RI Law Number 30 of 1999, this law in Article 4 paragraph (1) and paragraph (2) states:

*"in the event that the parties have agreed that the dispute between them will be resolved through arbitration and the parties have **given authority**, then the arbitrator has the authority to determine in its decision regarding the rights and obligations of the parties if this is not regulated in their agreement".* "The agreement to resolve the dispute through arbitration is contained in a document signed by the parties".

In arbitration, there is a doctrine of **"authority" or "competence-competence"** namely the **"implied powers doctrine"**. *BANI* Region or Arbitral Tribunals elected by the parties of the contract and appointed by the *BANI* Arbitration Center (BAC) are then given absolute authority by the parties to resolve and decide the arbitration case until completion.

The 2022 *BANI* Rules and Procedures in Article 17 paragraph (1) regarding Jurisdiction about Competence- Competence state that¹¹

¹⁰ R. Subekti and R. Tjitrosudibio, *Article 1343 and Article 1349 of the Civil Code*, (Jakarta: Pradnya Paramita, 2009)

¹¹ The 2022, *BANI* Rules and Procedures. <https://www.baniarbitration.org/ina/procedures.php>.

“the Arbitral Tribunal or the Sole Arbitrator has the right to object to a statement that he is not authorized, including objections related to the existence or validity of the arbitration agreement if there is a reason for that”.

4. To what extent is the role of *BANI* Representatives in law enforcement in Indonesia?

Responding to the problem above, it is related to the role of *BANI* Region in the scope of providing services in the framework of law enforcement. Similar to the objective and scope of activities of *BAC*, *BANI* Region have a strategic role in law enforcement in Indonesia, including:¹²[10]

- (i) In the context of participating in law enforcement efforts in Indonesia, the settlement of disputes or differences of opinion that occur in various business so called trade, industrial, and financial sectors through arbitration and other alternative forms of dispute settlement within the scope of law and regulations and customary international law;
- (ii) Providing services for the administration of dispute settlement through arbitration or other alternative forms of dispute settlement, such as negotiation, mediation, conciliation, and giving binding opinion in accordance with the *BANI* Rules and Procedure or other rules and procedures agreed by the parties concerned;
- (iii) Acting autonomously and independently in upholding law and justice;
- (iv) Providing Letters of Arbitration Clearance (*SKBP*);
- (v) Cooperating with other institutions, both foreign and domestic ones, including universities, legal professional associations (*PERADI*, *INI/IPPAT*, etc.) for the development of arbitration and adr.

Based on the types of cases registered to *BAC* and *BANI* Region, starting from their establishment in 1977 until 2023, there are more than 1,500 cases that have been registered to, and resolved and decided by arbitrator (s) Listed of *BANI*, including *BANI* Region. The cases are in the fields of various business sectors, such as construction, leasing, IT/telecommunication, purchasing, finance, investment, transportation, esdm, agency, insurance, etc.

The success of the arbitration is influenced by the following factors:¹³[12]

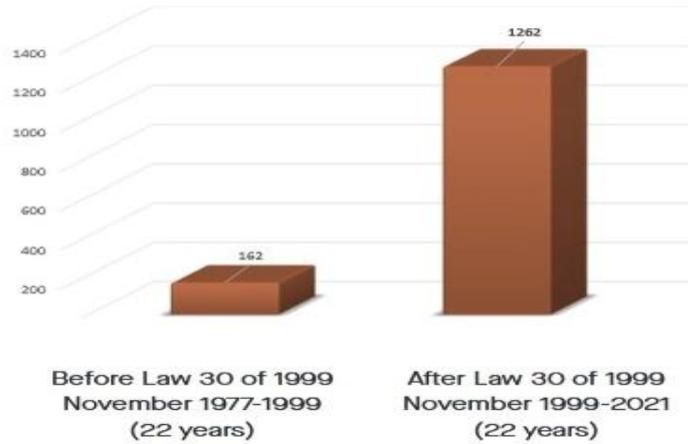
1. Good faith of the disputing parties;
2. Compliance of the parties to comply with the arbitration award and enforce it properly;
3. Integrity and professionalism of the arbitrator(s);
4. The Court's attitude towards the execution of the arbitration award;
5. Hopefully, this rapid development of business so called trade arbitration can be anticipated by all university of law faculties in Indonesia.

The role of *BANI* (*BAC*) and *BANI* Region in law enforcement in Indonesia is reflected in the List of Case Types Registered in *BANI*'s Profile for the periods.

¹² Profile of *BANI* 2023 (*BANI* Arbitration Center (*BAC*)), <https://www.baniarbitration.org/>

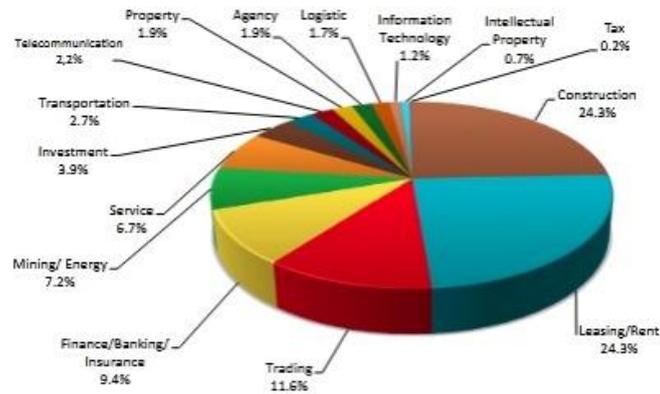
¹³ vide Husseyn Umar and Bambang Hariyanto, submitted at the Public Lecture at the Faculty of Law, Universitas Padjadjaran, Jatinangor, on March 4, 2019.

Figure 1. Cases Registered at BANI Arbitration Center 1977-2021



Source: Profile of BANI 2023

Figure 3.



Source: Profile of BANI 2023

The role of BANI (BAC) and BANI Region in law enforcement in Indonesia is reflected in the List of Case Types Registered in BANI's Profile 2023 for the periods. Figure 1 described Cases Registered at BANI Arbitration Center (BAC) periode: 1977 – 2021, the total of 1.424 cases. Figure 3 described the Scope of Dispute Sector Cases, namely: construction (23,4%), leasing / rent (24,3%), trading (11,6%), finance / banking / insurance (9,4%), mining / energy (7,2%), service (6,7%), investment (3,9%), transportation (2,7%), telecommunication (2,2%), property (1,9%), agency (1,9%), logistic (1,7%), information technology (1,2%), intellectual property (0,7), tax (0,2%).

V. Conclusion

Based on the description above, it can be concluded that (a) The implementation of the parties autonomy in arbitration namely before, during and after dispute arises till the implementation of arbitral award; (b) the parties or a disputing party can choose the forum or the venue or the place for dispute settlement through BANI Region; (c) BANI Region have the authority and competency to examine and decide upon business so called trade disputes resolution; (d) BANI Region have a strategic role in law enforcement in Indonesia.

BANI Region must continue to seek outreach in the forms of workshops, seminars, education, and training on an ongoing basis or continuously regarding arbitration to business actors and legal professions / legal consultant / practitioner (*PERADI, INI* etc.), including universities to include arbitration and alternative dispute resolution (aps) course materials at Universities of the faculty of law curriculum and support of the role of political will of the Government of Indonesia.

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Vide Husseyn Umar and Bambang Hariyanto, submitted at the Public Lecture at the Faculty of Law, Universitas Padjadjaran, Jatinangor, on March 4, 2019.