

Law No. 30 of 1999

Arbitration and Alternative Dispute Resolutions

Chapter I

General Provisions

Article 1

In this Law the following terms have the following meanings:

1. Arbitration means a method of settling civil disputes outside the general courts, based on an arbitration agreement made in writing by the parties to the dispute;
2. The parties means the legal subjects, whether in civil or public law;
3. Arbitration agreement means an agreement in the form of an arbitration clause set out in a written agreement made by the parties before the dispute occurs, or a separate arbitration agreement made by the parties after the dispute occurs.
4. District Court means the District Court that has jurisdiction over the Respondent's domicile.
5. Claimant means the party submitting the request for resolution of the dispute by arbitration.
6. Respondent means the party opposing the Claimant in the resolution of the dispute by arbitration.
7. Arbitrator(s) means one or more persons designated by the parties in dispute, appointed by the District Court or by an arbitration institution to render an award in a particular dispute submitted for resolution by arbitration.
8. Arbitration institution means a body chosen by the parties in dispute to give an award with regard to a particular dispute. This institution may also give a binding opinion on a particular legal relationship where a dispute has not yet arisen.
9. International arbitration award means an award handed down by an arbitration institution or individual arbitrator outside the jurisdiction of the Republic of Indonesia, or an award by an arbitration institution or individual arbitrator which, under the provisions of Indonesian law, is deemed to be an international arbitration award.
10. Alternative dispute resolution means a mechanism for the resolution of disputes or differences of opinion through procedures agreed by the parties, i.e. resolutions outside the courts by consultation, negotiation, mediation, conciliation, or expert assessment.

Article 2

This Law regulates the resolution of disputes or differences of opinion between the parties in a particular legal relationship that have entered into an arbitration agreement which explicitly states that all disputes or differences of opinion arising or which may arise from a legal relationship will be resolved by arbitration or through alternative dispute resolution.

Article 3

The District Court has no jurisdiction to try disputes between parties bound by an arbitration agreement.

Article 4

1. If the parties have agreed that disputes between them are to be resolved through arbitration and have granted such authority, the arbitrators have the authority to determine in their award the rights and obligations of the parties, if these matters are not stipulated in their agreement.
2. The agreement to resolve disputes through arbitration as specified in paragraph (1) must be contained in a document signed by the parties.
3. If an agreement is made to resolve a dispute by an exchange of letters, the sending of telexes, telegrams, faxes, e-mails, or any other form of communication must be accompanied by a record of receipt by the parties.

Article 5

1. The only disputes which may be settled by arbitration are disputes in the commercial sector concerning rights which, according to the law and regulations, have the force of law and are fully controlled by the parties in dispute.
2. Disputes which may not be resolved by arbitration are disputes that cannot be settled amicably under the regulations and the force of law.

Chapter II Alternative Dispute Resolution

Article 6

1. Disputes or differences of opinion may be resolved by the parties by alternative dispute resolution based on good faith by waiving the resolution by litigation in the District Court.
2. The resolution of disputes or differences of opinion through alternative dispute resolution, as contemplated in paragraph (1), is carried out by a direct meeting of the parties within fourteen (14) days, the outcome of which will be set out in a written agreement.
3. If the dispute or difference of opinion contemplated in paragraph (2) cannot be resolved, the dispute or difference of opinion between the parties may, with the written agreement of the parties, be resolved with the assistance of one or more expert advisors or a mediator.
4. If the parties fail to reach an agreement within 14 (fourteen) days with the assistance of one or more expert advisors or a mediator, or the mediator does not succeed in bringing the two parties together, the parties may contact an arbitration institution or an alternative dispute resolution institution to appoint a mediator.
5. After the appointment of the mediator by the arbitration institution or the alternative dispute resolution institution, the mediation process must begin within seven (7) days.
6. Attempts at resolving the dispute or difference of opinion through a mediator, as contemplated in paragraph (5) must, maintaining strict confidentiality, reach an agreement in written form, signed by all parties concerned, within 30 (thirty) days.
7. The written agreement resolving the dispute or difference of opinion will be final and binding on the parties for execution in good faith, and must be registered at the District Court within 30 (thirty) days after it has been signed.

8. The agreement for resolution of the dispute or difference of opinion contemplated in paragraph (7) must be completely implemented within 30 (thirty) days after its registration.
9. If attempts to reach an amicable settlement, as contemplated in paragraphs (1) to (6), are unsuccessful, the parties, based on a written agreement, may submit the matter to resolution by an arbitration institution or adhoc arbitration.

Chapter III

Terms of Arbitration, Appointment of Arbitrators, and Right of Refusal

First Part Terms of Arbitration

Article 7

The parties may agree that a dispute which occurs or which will occur between them will be resolved by arbitration.

Article 8

1. If a dispute arises, the claimant must inform the respondent by registered letter, telegram, telex, fax, e-mail, or by courier that the terms for arbitration between the claimant and respondent apply.
2. The notification of the arbitration as contemplated in paragraph (1), must clearly state:
 - (a) the names and addresses of the parties;
 - (b) reference to the applicable arbitration clause or agreement;
 - (c) the agreement or problem in dispute;
 - (d) the basis for the claim and the amount claimed, if any;
 - (e) the method of resolution desired; and
 - (f) the agreement entered into by the parties concerning the number of arbitrators, or if no such agreement has been entered into, the claimant may submit a proposal about the odd number of arbitrators desired.

Article 9

1. Should the parties choose resolution of the dispute by arbitration after the dispute occurs, their agreement to this must be given in a written agreement, signed by the parties.
2. If the parties are unable to sign a written agreement, as contemplated in paragraph (1), the written agreement must be made in the form of a notarial deed.
3. The written agreement contemplated in paragraph (1) must contain:
 - (a) details of the matter in dispute;
 - (b) the full names and places of residence of the parties;
 - (c) the full names and places of residence of the arbitrator or the arbitration tribunal;

- (d) the place where the arbitrator or arbitration tribunal will make their decision;
- (e) the full name of the secretary;
- (f) the period for resolution of the dispute;
- (g) a statement of acceptance by the arbitrator; and
- (h) a statement of acceptance from the disputing parties that they will bear all costs necessary for the resolution of the dispute through arbitration.

4. A written agreement that does not contain the matters specified in paragraph (3) will be void by the operation of law.

Article 10

An arbitration agreement will not become void because of the circumstances mentioned below.

- (a) the death of one of the parties;
- (b) the bankruptcy of one of the parties;
- (c) novation;
- (d) the insolvency of one of the parties;
- (e) inheritance;
- (f) the conditions to terminate the main agreement become effective;
- (g) the implementation of the agreement is assigned to a third party, with the consent of the parties who made the arbitration agreement; or
- (h) the main contract expires or is nullified.

Article 11

1. The existence of a written arbitration agreement eliminates the right of the parties to submit the resolution of the dispute or difference of opinion contained in the agreement to the District Court.
2. The District Court must refuse to and must not interfere in any dispute settlement which has been determined by arbitration, except in particular cases determined in this Law.

Conditions of Appointment of Arbitrators

Article 12

1. The parties who may be appointed or designated as arbitrators must:
 - (a) be competent to perform legal actions;
 - (b) be at least 35 years of age;

- (c) not have a family relationship by blood or marriage to the second degree with one of the disputing parties;
 - (d) not have any financial or other interest in the arbitration award; and
 - (e) have at least 15 years' experience and active expertise in the field.
2. Judges, prosecutors, court clerks, and other officials of justice may not be appointed or designated as arbitrators.

Article 13

1. If the parties cannot reach agreement on the choice of arbitrators or no terms have been made concerning the appointment of arbitrators, the Chairman of the District Court may appoint the arbitrator or arbitration tribunal.
2. In an adhoc arbitration, where there is any disagreement in the appointment of one or more arbitrators, the parties may submit an application to the Chairman of the District Court to appoint one or more arbitrators to resolve the parties' dispute.

Article 14

1. If the parties have agreed that a dispute is to be examined and decided by a sole arbitrator, the parties must reach an agreement concerning the appointment of the sole arbitrator.
2. The claimant may propose to the respondent by registered letter, telegram, telex, fax, e-mail or courier service the name of a person to be appointed as sole arbitrator.
3. If, within 14 (fourteen) days after the respondent receives the claimant's proposal contemplated in paragraph (2), the parties do not succeed in agreeing on the sole arbitrator, then the Chairman of the District Court, at the request of one of the parties, may appoint the sole arbitrator.
4. The Chairman of the District Court will appoint a sole arbitrator from a list of names submitted by the parties, or obtained from the arbitration organisation or institution contemplated in Article 34, with due attention to the recommendations of or objections to the person concerned submitted by the parties.

Article 15

1. The appointment of two arbitrators by the parties gives the two arbitrators the authority to choose and appoint a third arbitrator.
2. The third arbitrator contemplated by paragraph (1) will be appointed as the chair of the arbitration panel.
3. If within 30 (thirty) days after notification is received by the respondent, as contemplated in Article 8, paragraph (1), one of the parties fails to appoint someone to be a member of the arbitration panel, the arbitrator chosen by the other party will act as sole arbitrator and his/her award will bind both parties.
4. If the two arbitrators appointed by the parties contemplated in paragraph (1) do not succeed in appointing the third arbitrator within 14 (fourteen) days after the last arbitrator was appointed, the Chairman of the District Court, at the request of one of the parties, may appoint the third arbitrator.

5. No attempt may be made to nullify the appointment of an arbitrator by the Chairman of the District Court as contemplated in paragraph (4).

Article 16

1. The arbitrator appointed or designated may accept or refuse the appointment or nomination.
2. The arbitrator must inform the parties in writing of the acceptance or rejection contemplated in paragraph (1), within 14 (fourteen) days as from the date of the appointment or designation.

Article 17

1. With the appointment in writing by the parties of one or more arbitrators, and the acceptance in writing of the appointment by the arbitrator(s), there is a civil contract existing between the appointing parties and the arbitrator accepting the appointment.
2. The appointment contemplated in paragraph (1) will have the effect that the arbitrator or arbitrators will render an award honestly, fairly, and in accordance with the prevailing provisions, and the parties will accept the award as final and binding, as jointly agreed.

Article 18

1. A prospective arbitrator who is asked by one of the parties to sit on the arbitration panel must inform the parties of anything which could influence his independence or give rise to bias in the award to be rendered.
2. Anyone accepting an appointment as arbitrator, as contemplated in paragraph (1), must inform the parties of his appointment.

Article 19

1. If an arbitrator states his/her acceptance of the appointment or designation, as contemplated in Article 16, he/she may not withdraw his/her acceptance, except with the consent of the parties.
2. If the arbitrator contemplated in paragraph (1), who has accepted the appointment or designation, wishes to declare his/her withdrawal, he/she must submit a written request to the parties.
3. If the parties consent to the request to withdraw contemplated in paragraph (2), the arbitrator concerned may be released from his/her duties as arbitrator.
4. If the request for withdrawal does not receive the consent of the parties, the release of the arbitrator from his/her duties is to be determined by the Chairman of the District Court.

Article 20

If an arbitrator or arbitration panel, for no valid reason, fails to render an award within the period specified, the arbitrator(s) may be ordered to pay the parties compensation for the costs and losses caused by the delay.

Article 21

The arbitrator or arbitration panel may not be held legally responsible for any action taken during the proceedings to carry out the function of arbitrator or arbitration panel, unless it is proved that there was bad faith in their action.

Right of Refusal

Article 22

1. A demand for refusal may be submitted against an arbitrator if there is sound reason and sufficient authentic evidence to give rise to doubts that the arbitrator will not perform his/her duties independently, or will be biased in rendering an award.
2. Demands to refuse an arbitrator may also be made if it is proved that there is any family, financial, or employment relationship with one of the parties or its attorney.

Article 23

1. The right to refuse an arbitrator appointed by the Chairman of a District Court must be submitted to the District Court concerned.
2. The right to refuse a sole arbitrator must be submitted to the arbitrator concerned.
3. The right to refuse a member of an arbitration panel must be submitted to the arbitration panel concerned.

Article 24

1. An arbitrator who was not appointed by court decree may only be refused for a reason which only became known to the party applying the right of refusal after the appointment of the arbitrator concerned.
2. An arbitrator appointed by court decree may only be refused for a reason which became known after receipt of the court decree.
3. The party objecting to the appointment of an arbitrator made by the other party must submit its demand for refusal within 14 (fourteen) days of the appointment.
4. If the reason contemplated in Article 22 paragraphs (1) and (2) becomes known at a later date, the demand for refusal must be submitted within 14 (fourteen) days of its becoming known.
5. The demand for refusal must be submitted in writing, either to the other party or to the arbitrator concerned, stating the reason for the demand.
6. If the other party consents to the demand for refusal submitted by one of the parties, the arbitrator concerned must resign and a substitute arbitrator must be appointed in accordance with the procedure set out in this Law.

Article 25

1. If the other party does not consent to the demand for refusal submitted by one of the parties, and the arbitrator concerned is unwilling to resign, the party concerned may submit a demand for refusal to the Chairman of the District Court, whose judgment will bind the two parties, and no objection against it may be submitted.
2. If the Chairman of the District Court decides that the demand contemplated in paragraph (1) is well founded, a substitute arbitrator must be appointed in the manner applied to the appointment of the arbitrator he/she is replacing.
3. If the Chairman of the District Court rejects the demand for refusal, the arbitrator must continue to perform his/her duties.

Article 26

1. An arbitrator's authority will not be nullified by the death of the arbitrator and the authority must thereupon be continued by a substitute appointed in accordance with this Law.
2. An arbitrator may be released from his/her duties if he/she is proved to be biased or acting inappropriately, which must be legally proved.
3. If, during the examination of the dispute, an arbitrator dies, becomes incapacitated, or resigns, and as a result is unable to meet his/her obligations, a substitute arbitrator must be appointed in the manner applied to the appointment of the arbitrator concerned.
4. If a sole arbitrator or the chairman of the arbitration panel is replaced, all examinations previously held have to be repeated.
5. If a member of the arbitration tribunal is replaced, the examination of the dispute will only be repeated in an orderly manner by the arbitrators.

Chapter IV Procedure Applicable Before the Arbitration Tribunal

First Part Arbitration Procedure

Article 27

All examinations of disputes by arbitrators or panels of arbitrators must be closed to the public.

Article 28

The Indonesian language must be used in all arbitration proceedings, although the parties may choose to use another language, with the consent of the arbitrator or arbitration tribunal.

Article 29

1. The parties in dispute have the same right and opportunity to state their opinions.
2. The parties in dispute may be represented by an attorney with a specific power of attorney.

Article 30

Third parties outside the arbitration agreement may participate and join the proceedings for the resolution of disputes by arbitration, if any element of related interest is found and their participation is agreed to by the parties in dispute and by the arbitrator or arbitration panel examining the dispute.

Article 31

1. The parties are free to determine in an explicit written agreement the arbitration procedure to be used in examining the dispute, provided it does not conflict with the provisions of this Law.
2. If the parties do not decide themselves the terms of the arbitration proceedings to be used in the examination, and the arbitrator or arbitration panel has been appointed in accordance with Articles 12, 13, and 14, all disputes whose resolution has been handed over to an arbitrator or arbitration panel must be examined and decided in accordance with the provisions in this Law.

3. If the parties have chosen an arbitration procedure, as contemplated in paragraph (1) they must agree on provisions for the timeframe and venue of the arbitration, and if the timeframe and venue are not determined, the arbitrator or arbitration panel will determine them.

Article 32

1. At the request of one of the parties, the arbitrator or arbitration panel may make a provisional award or other interlocutory decision on how to organize the examination of the dispute, including awarding a security attachment, ordering the deposit of goods with third parties, or the sale of perishable goods.
2. The period for implementing the provisional award or other interlocutory decision contemplated in paragraph (1) will not be counted in the period contemplated in Article 48.

Article 33

The arbitrator or arbitration panel is authorised to extend its term of office if:

- (a) an application is made by one of the parties in special circumstances;
- (b) it is extended as a result of a provisional award or other interlocutory decisions being made;
or
- (c) it is deemed necessary by the arbitrator or arbitration panel in the interests of the examination.

Article 34

1. A dispute that is resolved through arbitration may be conducted through national or international arbitration institutions based on the agreement of the parties.
2. A dispute through arbitration institutions, as contemplated in paragraph (1), should be conducted according to the rules and procedure of the institution chosen, unless otherwise determined by the parties.

Article 35

The arbitrator or arbitration panel may order that any document or evidence be accompanied by a translation in the language determined by the arbitrator or arbitration panel.

Article 36

1. The process of the dispute in arbitration must be conducted in writing.
2. Verbal examination is permissible based on the parties' consent, or if it is deemed to be necessary by the arbitrator or arbitration panel.

Article 37

1. The venue of arbitration is determined by the arbitrator or the arbitration panel, unless it is decided by the parties themselves.
2. The arbitrator or arbitration panel may obtain information from witnesses or hold any meetings deemed necessary at particular places outside the location where the arbitration is taking place.
3. Witnesses and expert witnesses must be examined before the arbitrator or arbitration panel in accordance with the provisions in civil procedural law.

4. The arbitrator or arbitration panel may conduct on the spot hearings on the goods in dispute or other matters connected with the dispute being examined. If necessary, the parties will be lawfully summoned, so that they may also be present at the examination.

Article 38

1. The claimant must submit a statement of its claim to the arbitrator or arbitration panel within the period determined by the arbitrator or the arbitration panel.
2. The statement of claim must contain at least:
 - (a) the full names and residences/domiciles of the parties;
 - (b) a short description of the dispute, accompanied by evidence in the form of exhibits; and
 - (c) clear contents of the claim.

Article 39

After receiving the statement of claim from the claimant, the arbitrator or the head of the arbitration panel will forward a copy of the claim to the respondent, together with an order that the respondent must reply and give its answer in writing within 14 (fourteen) days as from the date he/she/it receives a copy of the claim.

Article 40

1. Immediately after receiving the respondent's reply a copy of the reply must be delivered to the claimant based on the order of the arbitrator or the chair of the arbitration panel.
2. At the same time, the arbitrator or the chair of the arbitration panel will order the parties or their attorneys to appear at an arbitration hearing determined within 14 (fourteen) days as from the issue of the order.

Article 41

If the respondent has not, after the elapse of the 14 (fourteen) day period contemplated in Article 39, presented its reply, he/she/it will be summoned under the provisions contemplated in Article 40, paragraph (2).

Article 42

1. In its reply or at the latest in the first hearing, the respondent may submit a counterclaim and the claimant will be given an opportunity to respond to this counterclaim.
2. The counterclaim contemplated in paragraph (1) will be examined and decided by the arbitrator or arbitration panel together with the main dispute.

Article 43

If, on the day determined as contemplated in Article 40, paragraph (2), the claimant, for no valid reason, fails to appear after being duly summoned, the statement of claim will be deemed cancelled and the duty of the arbitrator or arbitration panel will be deemed completed.

Article 44

1. If on the day determined, as contemplated in Article 40, paragraph (2), the respondent, for no valid reason, fails to appear, although the respondent has been duly summoned, the arbitrator or arbitration panel must immediately summons the respondent again.

2. If within 10 (ten) days after the respondent receives the second summons, the respondent, for no valid reason, still fails to appear at the hearing, the proceedings will be continued without the respondent, and the claimant's claim will be entirely accepted, unless the claim is groundless or is not based on law.

Article 45

1. If the parties appear on the determined day, the arbitrator or arbitration panel must first attempt to bring about an amicable settlement between the parties in dispute.
2. If the attempt contemplated in paragraph (1) succeeds, the arbitrator or arbitration panel will make a deed of amicable settlement, which will be final and binding on the parties, and will order the parties to comply with the terms of the amicable settlement.

Article 46

1. Examination of the merits of the dispute will proceed if the attempt to settle the dispute amicably, as contemplated in Article 45, paragraph (1), is not successful.
2. The parties are given a final opportunity to explain in writing their arguments and to submit evidence deemed necessary to uphold their arguments in a period determined by the arbitrator or arbitration panel.
3. The arbitrator or arbitration panel has the authority to ask the parties to submit supplementary written explanations, documents or other evidence deemed necessary in a period determined by the arbitrator or arbitration panel.

Article 47

1. Until the respondent submits a reply, the claimant may withdraw its request for resolution of the dispute through arbitration.
2. If the respondent has already submitted a reply, an amendment or supplement to the statement of claim may only be allowed with the consent of the respondent, and as long as the amendment or supplement includes only actual matters and does not involve the legal grounds which form the basis of the claim.

Article 48

1. Examination of the dispute must be completed within 180 (one hundred and eighty) days from the appointment of the arbitrator or the formation of the arbitration panel.
2. The period contemplated in paragraph (1) may be extended with the consent of the parties and if required in accordance with the provisions of Article 33.

Second Part Witnesses and Expert Witnesses

Article 49

1. By the instruction of the arbitrator or arbitration panel or at the request of the parties, one or more witnesses or expert witnesses may be called to be heard.
2. The costs of the summons and the witnesses', or expert witnesses' travel expenses will be charged to the party that requested them.
3. Before they make a statement, the witnesses or expert witnesses must take an oath.

Article 50

1. The arbitrator or arbitration panel may request the assistance of one or more expert witnesses to give written evidence on specific issues related to the merits of the dispute.
2. The parties must give all the information required by the expert.
3. The arbitrator or arbitration panel must forward copies of the expert witnesses' statements to the parties so that they may reply in writing.
4. If the statement of the relevant expert witness is unclear, interested parties may request that the expert witness further explains his/her statement at an arbitration hearing attended by the parties or their proxies.

Article 51

A record of the examination proceedings and the arbitration hearing will be prepared by a secretary.

Chapter V

The Arbitration Opinion and Award

Article 52

Parties to an agreement are entitled to request a binding opinion from an arbitration institution on a particular legal issue in an agreement.

Article 53

No legal remedy is available to challenge the binding opinion contemplated in Article 52.

Article 54

1. An arbitration award must contain:
 - (a) the heading "*DEMI KEADILAN BERDASARKAN KETUHANAN YANG MAHA ESA*" (In the Name of Justice, Based on Belief in God Almighty);
 - (b) full names and addresses of the parties;
 - (c) a short description of the dispute;
 - (d) the arguments of the parties;
 - (e) full names and addresses of the arbitrators;
 - (f) the considerations and conclusions of the arbitrator or arbitration tribunal regarding the whole dispute;
 - (g) the opinion of each arbitrator, if any differences of opinion arise within the arbitration panel;
 - (h) the award;
 - (i) the place and date of the award; and
 - (j) the signature of the arbitrator or arbitration panel.

2. The validity of the award will not be affected even if one of the arbitrators is unable to sign the arbitration award due to sickness or death.
3. The reason for not signing, as contemplated in paragraph (2), must be recorded in the award.
4. The award must state a period within which the award must be carried out.

Article 55

After the examination of the dispute has been completed, it will be closed and a hearing date will be fixed for the arbitration award to be rendered.

Article 56

1. The arbitrator or arbitration panel will base his/her/its decision on the provisions of the law or on justice and fairness.
2. The parties are entitled to determine the applicable law to resolve any disputes which may arise or which have arisen among the parties.

Article 57

The award must be rendered within 30 (thirty) days after the examination is closed.

Article 58

Within 14 (fourteen) days after receiving the award, the parties may submit a request to the arbitrator or the arbitration panel to correct any administrative errors and/or to add to or reduce the award.

Chapter VI Enforcement Of Arbitration Awards

First Part National Arbitration

Article 59

1. Within 30 (thirty) days from the date the award is rendered, the original text or an authentic copy of the arbitration award must be delivered to the Clerk of the District Court and registered there by the arbitrator or his/her/its proxy.
2. The delivery and registration contemplated in paragraph (1) will be carried out by the marking and signing of the last part or the margin of the award by the Clerk of the District Court and the arbitrator or his/her/its proxy that delivers it. This record constitutes a deed of registration.
3. The arbitrator or his/her/its proxy must deliver the award and the original text of his/her appointment as arbitrator, or an authentic copy of it, to the Clerk of the District Court.
4. Non-fulfilment of the provisions contemplated in paragraph (1) above will render the arbitration award unenforceable.
5. All costs connected with the deed of registration are to be charged to the parties.

Article 60

The arbitration award is final and has a permanent and binding legal effect on the parties.

If the parties do not voluntarily implement the arbitration award, it may be enforced by an order from the Chairman of the District Court at the request of one of the parties to the dispute.

Article 62

1. The order contemplated in Article 61 must be issued within 30 (thirty) days after the application for execution has been registered with the Clerk of the District Court.
2. The Chairman of the District Court contemplated in paragraph (1) must first examine whether the arbitration award fulfils the provisions of Articles 4 and 5 and ensure that it does not conflict with public morality and order before issuing the order for its execution.
3. If the arbitration award does not fulfil the conditions contemplated in paragraph (2), the Chairman of the District Court will reject the request for execution, and no legal remedy will be available against the judgment of the Chairman of the District Court.
4. The Chairman of the District Court will not examine the reasons or considerations for the arbitration award.

Article 63

The order of the Chairman of the District Court must be written on the original text and the authentic copy of the arbitration award.

Article 64

The arbitration award to which the order of the Chairman of the District Court is affixed must be enforced in accordance with the provisions on the execution of final and binding judgements in civil cases.

Second Part International Arbitration

Article 65

The Central Jakarta District Court is the court that has the authority to handle matters with respect to the recognition and enforcement of International Arbitration Awards.

Article 66

International Arbitration Awards will only be recognised and may be enforced in the jurisdiction of the Republic of Indonesia if they fulfil the following criteria:

- (a) the International Arbitration Award is rendered by an arbitrator or arbitration panel in a country which is bound to the Republic of Indonesia by a bilateral or multilateral treaty on the recognition and enforcement of International Arbitration Awards;
- (b) the International Arbitration Awards contemplated in item (a) are limited to awards which are included within the scope of commercial law under Indonesian law;
- (c) the International Arbitration Awards contemplated in item (a), which may only be enforced in Indonesia, are limited to those which do not conflict with public order;
- (d) an International Arbitration Award may be enforced in Indonesia after obtaining a writ of execution from the Chairman of the Central Jakarta District Court; and

- (e) the International Arbitration Awards contemplated in item (a), which involve the State of the Republic of Indonesia as one of the parties to the dispute, may only be enforced after obtaining an *exequatur* from the Supreme Court of the Republic of Indonesia, which will then delegate it to the Central Jakarta District Court.

Article 67

1. An application to enforce an International Arbitration Award may be submitted after the award has been delivered to the Clerk of the Central Jakarta District Court and registered there by the arbitrator or his/her/its proxy.
2. The submission of the application for enforcement contemplated in paragraph (1) must be forwarded together with:
 - (a) the original text or an authentic copy of the International Arbitration Award in accordance with the provisions on authentication of foreign documents and an official Indonesian translation of the text;
 - (b) the original text or an authentic copy of the agreement that is the basis for the International Arbitration Award, in accordance with the provisions on authentication of foreign documents and an official Indonesian translation of the text;
 - (c) a statement from the diplomatic representative of the Republic of Indonesia in the country where the International Arbitration Award was rendered, stating that the claimant's country is bound to the Republic of Indonesia by bilateral or multilateral treaty on the recognition and execution of International Arbitration Awards.

Article 68

1. No appeal or cassation to the Supreme Court, may be made against a decision of the Chairman of the District Court contemplated in Article 66, item (d), which recognises and enforces the International Arbitration Award.
2. A cassation to the Supreme Court may be made against a decision of the Chairman of the District Court contemplated in Article 66, item (d), for refusing to recognise and enforce an International Arbitration Award.
3. The Supreme Court will review and decide on any appeal submitted to it, as contemplated in paragraph (2), within a period of 90 (ninety) days after the application for cassation has been received by the Supreme Court.
4. No appeal can be submitted against the decision of the Supreme Court contemplated in Article 66, item (e).

Article 69

1. After the Chairman of the Central Jakarta District Court has issued the writ of execution contemplated in Article 64, further enforcement will be delegated to the Chairman of the District Court which has jurisdiction to enforce it.
2. An attachment may be imposed on the assets and goods of the petitionee.
3. The procedure for the attachment and enforcement of the award must follow the procedure set out in the Civil Procedural Law.

Chapter VII

Nullification Of Arbitration Awards

Article 70

An application to nullify an arbitration award may be made if the award is alleged to contain the following elements:

- (a) letters or documents submitted in the hearings which are admitted to be forged or are declared to be forgeries after the award has been rendered;
- (b) documents are found after the award has been rendered which are decisive in nature and were deliberately concealed by the opposing party; or
- (c) an award is made based on fraud committed by one of the parties to the dispute.

Article 71

An application for nullification of an arbitration award must be submitted in writing within 30 (thirty) days as from the day the arbitration award was delivered to and registered with the Clerk of the District Court.

Article 72

1. An application to nullify the arbitration award must be submitted to the Chairman of the District Court.
2. If the application contemplated in paragraph (1) is granted the Chairman of the District Court must further determine the consequence of the nullification of the whole or only part of the arbitration award.
3. A decision on the application for nullification must be rendered by the Chairman of the District Court within 30 (thirty) days from the date when the application contemplated in paragraph (1) is received.
4. An appeal against the judgement of the District Court may be lodged with the Supreme Court, which must decide, being the court of final instance.
5. The Supreme Court must consider and decide on the appeal, as contemplated in paragraph (4), within 30 (thirty) days after the Supreme Court receives the appeal.

Chapter VIII

Completion Of The Arbitrators' Task

Article 73

The arbitrators' task will be deemed completed when:

- (a) the award regarding the dispute has been rendered;
- (b) the period as determined in the arbitration agreement or after any extension thereto by the parties has expired; or
- (c) the parties agree to withdraw the arbitrators' appointment.

Article 74

1. The death of one of the parties will not cause the task of the arbitrator(s) to end.
2. The period for the arbitrators' task contemplated in Article 48 may be postponed for no more than 60 (sixty) days as from the death of one of the parties.

Article 75

1. If the arbitrator dies or a waiver or the dismissal of one or more arbitrators is granted, the parties must appoint (a) replacement arbitrator(s).
2. If the parties have not reached an agreement on the appointment of (a) replacement arbitrator(s) within 30 (thirty) days, as contemplated in paragraph (1), the Chairman of the District Court may, at the request of the interested parties, appoint one or more replacement arbitrators.
3. The replacement arbitrator(s) will continue the settlement of the dispute, based on the most recent conclusions drawn.

Chapter IX Arbitration Fees

Article 76

1. The arbitrator(s) determine the arbitration fee.
2. The fee contemplated in paragraph (1) includes:
 - (a) the arbitrators' honorarium;
 - (b) travel expenses and other expenditure incurred by the arbitrator(s);
 - (c) the costs of witnesses and expert witnesses needed in the examination of the dispute; and
 - (d) administrative costs.

Article 77

1. Arbitration fees are charged to the losing party.
2. If a claim is only granted partially, the arbitration fees will be charged to the parties equally.

Chapter X Transitional Provisions

Article 78

For those disputes which have already been submitted to an arbitrator or an arbitration institution but which are not examined before this law becomes effective, the examination process will be conducted according to this law.

Article 79

Disputes which have already been reviewed but which have not been decided when this law comes into effect, must be reviewed and decided based on the old law.

Article 80

Disputes which have already been finally decided when this law comes into effect must be enforced in accordance with this law.

Chapter XI

Closing Provisions

Article 81

Once this Law comes into effect, Articles 615 to 651 of the Civil Procedure Rules (*Reglemen Acara Perdata (Reglement op de Rechtsvordering)*, *Staatsblad* 1847:52), Article 377 of the Renewed Indonesian Rules (*Reglemen Indonesia Yang Diperbaharui (Het Herziene Indoneisisch Reglement)*, *Staatsblad* 1941:44) and Article 705 of the Procedural Rules for Areas Outside Java and Madura (*Reglemen Acara Untuk Daerah Luar Jawa dan Madura (Rechtsreglement Buitengewesten)*, *Staatsblad* 1927:227) will be deemed null and void.

Article 82

This Law will come into effect on the date of its promulgation.