

## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia



Arman Jauhari<sup>1</sup>, Imam Haryanto<sup>2</sup>, Heru Sugiyono<sup>3</sup>

<sup>1,2,3</sup>Faculty of Law, Universitas Pembangunan Nasional Veteran Jakarta

**ABSTRACT:** With this type of normative juridical research and using a statutory approach and a case approach by studying and analyzing all legal aspects, this research examines the legal certainty of the execution of Alaska state arbitration decisions regarding marriage agreements between foreign citizens who have assets in Indonesia. Arbitration is an alternative dispute resolution that is in great demand by many parties. However, in Indonesia itself the execution of international arbitration awards only revolves around trade disputes. On this basis, the international arbitration award regarding the marriage agreement dispute cannot be executed in Indonesia. Indonesia needs to make improvements to expand its authority so that international disputes do not only revolve around trade disputes, but also family disputes with the possibility of mixed marriages which then give rise to disputes such as property or custody as a result of mixed marriage divorce.

**KEYWORDS:** arbitration, dispute, foreign, marriage

### INTRODUCTION

International arbitration law regulates relations between countries including the resolution of international disputes.<sup>1</sup> On the other hand, Indonesian law has an important role in determining and regulating the implementation of an international arbitration decision. Legal certainty can be interpreted as the clarity and stability of legal regulations and the process of law enforcement.<sup>2</sup> In the context of resolving family law disputes, in this case in the form of divorce, joint property, child custody, and financial or alimony rights for children and wives, legal certainty is a crucial factor in ensuring that international arbitration awards can be implemented effectively.<sup>3</sup>

A review of international law shows that the legal certainty of international arbitration awards is influenced by various things. One of the important things is the existence of international conventions or agreements in regulating the recognition or implementation of an international arbitration award in its member countries.<sup>4</sup> The current development of disputes in arbitration, especially family law disputes in 45 states of the United States, can be submitted using arbitration mechanisms and procedures after the implementation of the Uniform Arbitration Act (UAA) in 1959 and the Revised Uniform Arbitration Act in 2000. Then until 2007, 12 states had accepted the RUUA, such as Alaska, Colorado, Hawaii, Nevada, New Jersey, Utah and Washington, but for New York and the District of Columbia it was still postponed.<sup>5</sup> England and Wales have also implemented and through the Institute of Family Law Arbitrators (IFLA) which was established in 2012 to include family disputes under the Arbitration Act 1996.<sup>6</sup>

<sup>1</sup> Putri Adinda Aneira Adnyana Putri, "Peranan Hukum Internasional dalam Menyelesaikan Sengketa", *Jurnal Pendidikan Kewarganegaraan Undiksha*, Volume 10, Nomor 3, 2022, hal. 197-204. <https://ejournal.undiksha.ac.id/index.php/JJPP>

<sup>2</sup> Sri Yuliana, "Rekonstruksi Perkara sebagai Upaya dalam Mengungkap Kejahatan", *Jurnal Hukum Legalita*, Volume 4, Nomor 1, hal. 93-103. <https://doi.org/10.47637/legalita.v4i1.552>

<sup>3</sup> M. Natsir Asnawi, *Pengantar Jurimetri dan Penerapannya dalam Penyelesaian Perkara Perdata: Pendekatan Kuantitatif dan Kualitatif terhadap Perdata*, Kencana: Prenada Media Group, Jakarta, 2020, hal. 59.

<sup>4</sup> Hana Nabilah Khairunnisa, "Mediasi sebagai Alternatif Penyelesaian Sengketa Bisnis dalam Perspektif Peraturan Perundang-Undangan di Indonesia", *Hangoluan Law Review*, Volume 2, Nomor 1, 2023, hal. 136-163. <https://hhr.unja.ac.id/index.php/hhr/article/view/22>

<sup>5</sup> Lynn P. Bursleson, *Family Law Arbitration: Third Party Alternative Dipute Resolution*, Campbell Law Review, Volume 30, January 2008.

<sup>6</sup> Wendy Kennett, *It's Arbitration, But Not As We Know It: Relections on Family Law Dispute Resolution*, International Journal of Law, Policy and The Family, 2016, 30, 1-31doi:10.1093/lawfam/ebv017. See also Anna Heenan believes that: (free translation) "The Haley versus Haley case is about a family law arbitration dispute which is easier to resolve. This case makes disputes through arbitration more attractive for family law cases. Apart from that, the case is a new stage based on neoliberal

## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

Australia has also long enforced family law disputes through mechanisms and procedures at The Australian Institute of Family Law Arbitration and Mediators (AIFLAM).<sup>7</sup>

Arbitration has now developed not only regarding trade disputes, but also family law disputes including divorce, joint property, finances and child custody which are submitted through arbitration. In its development regarding the making and signing of marriage agreements, Constitutional Court Decision Number 69/PPU-XII/2015<sup>8</sup> expressly states that the preparation and signing of a marriage agreement can be permitted after the marriage has taken place as long as the husband and wife are still married.

The implementation of international arbitration awards can also give rise to and impact on uncertainty in legal order and reduce the parties' trust in international arbitration awards in their implementation.<sup>9</sup> In this research, the international arbitration award studied by the author is the Alaska state arbitration award: *In the Name of Justice, Based on Belief is God Almighty Indonesian International Arbitration by Assignment of the President of Soldier of the Cross on April 17, 2020 Based on the Agreement of the Parties Signed and Dated August 28, 2014 in Indonesia to Settle any and all future Disputes by Biding Arbitration (Original award May 17, 2020 corrected on July 5, 2020). Sitting in the following composition Partry Appointed Arbitrator: reverend Timothy Sizemore, In the Matter of an Arbitration Between RICHARD LEE GREEN A citizen of The United States of America Peperesented by: Wyne Anthony Rose, Esq., of Wayne Anthony Rose P.C., Anchorage, Alaska Claimant and DINE HOANG PHUONG A citizen of Vietnam Represented by: Ms. Sara Fechtelkoter, Esq. of Alaska Legal Sevice Corporation, Anchorafe, Alaska Respondent.*

Regarding the arbitration award from the state of Alaska when it was about to be registered through registration at the Central Jakarta District Court, the arbitration award from the state of Alaska was rejected, it could not be registered or registered as an international arbitration award on the grounds that it referred to the provisions of Article 66 letter b of Law No. 30/1999 expressly states that the state of Alaska's arbitration award has absolutely nothing to do with business (trade) disputes.

The Alaska state arbitration decision is a dispute regarding and handling a marriage agreement regarding joint property located in Tampak Siring Bali and child custody between Richaad Lee Green, a United States citizen (Petitioner/Husband) and Dine Hoang Phuong, a Vietnamese citizen (Respondent/Wife ) who on August 28 2014 in Bali made and signed a marriage agreement based on Indonesian Civil Law. Then they applied for and obtained a State of Alaska marriage certificate on May 15, 2016 and divorced on or before December 1, 2018, presided over by adhoc arbitrator Timothy Sizemore.

Whereas considering the legal differences and interests that exist in the rejection or registration of arbitration decisions in the state of Alaska, the author will conduct research on the development of arbitration disputes based on international law which has created family law disputes in the state of Alaska with the existence of marriage agreements and regarding legal certainty regarding arbitration decisions. Alaska is referred to under Indonesian law.

Based on the background above, the formulation of the problem in this research is as follows what is the legal certainty regarding the execution of arbitration decisions regarding disputes over marriage agreements of foreign citizens in Indonesia?

### RESEARCH METHODS

This type of research uses normative juridical, studies examining books, journals, scientific works related to research from library sources. Law Number 31 of 1999 concerning Arbitration and Alternative Dispute Resolution, New York Convention 1958, Unifrom Arbitration Act, Uncitral Model Law, and Family Law Arbitration. This research uses a qualitative method by comparing the Alaska State Arbitration and the Indonesian State Arbitration, especially family law in the form of disputes over marriage agreements on joint property and child custody and their legal consequences. In this research approach, the author uses a legal approach and a case approach by studying and analyzing all aspects of law, including doctrine, jurisprudence and applicable laws and regulations as well as legal books.

The nature of the research that the author uses is a normative-analytic juridical approach by examining various legal aspects and applicable laws and regulations. This research analysis involves analyzing data that has been collected from primary legal sources, secondary legal sources and tertiary legal sources.

---

teachings in family law.", in a journal "Haley v Haley: Family Law Arbitration and the new Frontier of Private Ordering", 2021, *The Modern Review, Volume 84, Issue 6, p. 1385-1398*, [Onlinelibrary.wiley.com](https://onlinelibrary.wiley.com).

<sup>7</sup> Federal Circuit and Family Court of Australia, *Family Law: Arbitration*, [www.fcfsco.gov.au](http://www.fcfsco.gov.au).

<sup>8</sup> See Damian Agata Yuvens argues that: "Regarding legal considerations, there is a lack of legal considerations from the panel of judges and there is no analysis of the impact on the object being tested so that it appears less comprehensive about the main content being proposed. However, the decision in question has provided a solution, namely that a marriage agreement can be made after and/or while the marriage is taking place," in the journal, "Critical Analysis of Marriage Agreements in the Constitutional Court Decision Number 69/PPU-XII/2-15, Critical Analysis on Marital Agreement in the Decision of Constitutional Court Number 69/PPU-XXI/2015, *Jurnal Konstitusi* 14 (4):799-819. <https://doi.org/10.31078/jk1445>.

<sup>9</sup> Brooke Thompson, "Family Provision and Islamic Wills: Preserving the Testator's Wishes through testamentary Arbitration?", *University of New South Wales Law Journal*, Volume 46, Nomor 1, 2023, pp. 205-234.

# Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

## DISCUSSION

In the provisions of arbitration law and alternative dispute resolution ("UU 30/1999) in Indonesia, it is generally recognized that there are two types of arbitration awards, namely National Arbitration Awards and International Arbitration Awards. An International Arbitration Award is an arbitration award made outside the jurisdiction of Indonesia or an arbitration award that qualifies as an international arbitration award based on Article 1 Number 9 of Law 30/1999. Meanwhile, Law no. 30/1999 does not define "National Arbitration Award". However, arbitration awards made by arbitration institutions or individuals under the jurisdiction of the Republic of Indonesia based on Indonesian law can be referred to as national arbitration awards by applying the argumentum a contrario interpretation.<sup>10</sup> An arbitration award that punishes or requires the losing party to take certain actions must contain a punitive dictum or decision so that it can be implemented with binding force.<sup>11</sup>

The 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards is one of the most significant pieces of international arbitration law. Forty countries have ratified this Convention on June 10 1958, and Indonesia has ratified it with Presidential Decree Number 34/1981. Currently, 171 countries around the world have ratified and accepted the New York Convention. In response to the ratification, the Supreme Court issued Supreme Court Regulation No. 1/1990 (Perma No. 1/1990), which essentially states that foreign arbitration awards can be enforced against countries that have ratified the New York Convention by registering the arbitration award with the Central Jakarta District Court. However, Perma No. 1/1990 was not implemented because it was deemed inconsistent with the objectives of the Supreme Court which directed the Government to make implementing regulations so that Presidential Decree No. 34/1981 can be applied in Indonesia.<sup>12</sup> The Indonesian government, which acts as the government in this case, provides the necessary implementing regulations in the form of laws. For this reason, on August 12 1999, Law No. 30/1999 concerning Arbitration and Alternative Dispute Resolution which consists of Chapter XI and 82 Articles was promulgated to accommodate the implementation of international arbitration awards in the hierarchy of Indonesian laws and regulations. The implementation of International Arbitration Awards is specifically regulated in Law No. 30/1999, especially Chapter VI.<sup>13</sup>

Recognition and implementation of an arbitration award is very important in the arbitration process, and also for the parties. In the process of recognizing and implementing an international arbitration award, the arbitration forum that issued the relevant arbitration award cannot enforce its award in the country where the arbitration award will be implemented.<sup>14</sup> As a result, the process of recognizing and implementing an international arbitration award is entirely within the jurisdiction of the courts in the country where the arbitration award will be implemented.<sup>15</sup> However, arbitration awards and court decisions issued abroad cannot always be enforced in the territory of another country.

Enforceable international arbitration awards are defined in Article 66 of the Arbitration Law. To be recognized and enforced in Indonesia, international arbitration awards must meet several principles, including:<sup>16</sup>

1) Principles of International Arbitration Decisions that Have Permanent Legal Force

An arbitration award that is requested to be recognized and implemented in Indonesia must be an international arbitration award that has permanent legal force, namely an arbitration award that is not being requested to be annulled in the country where the arbitration award was issued. Article III of the 1958 New York Convention, which mandates that "every participating country must recognize an arbitration award as a binding decision and implement it," consistent with this idea" or "each contracting state shall recognize arbitral awards as binding and enforce them."

2) The Reciprocity Principle

Article 66 letter a of the Arbitration Law reflects this principle. This article stipulates that awards made by arbitrators or arbitration panels in a country with which the Indonesian State is bound by bilateral or multilateral agreements regarding the recognition and implementation of international arbitration awards can only be recognized and

---

<sup>10</sup> Rachmadi Usman, *Pilihan Penyelesaian Sengketa Di Luar Pengadilan*, Citra Aditya Bakti, Bandung, 2013, hal. 27.

<sup>11</sup> Panusunan Harahap, "Eksekutabilitas Putusan Arbitrase Oleh Lembaga Peradilan," *Jurnal Hukum dan Peradilan*, Volume 7, Nomor 1, 2018, hal. 127-149, <https://www.jurnalhukumdandanperadilan.org/index.php/jurnalhukumperadilan/article/view/187>.

<sup>12</sup> Yusti Nurul Agustin, "Ahli Pemohon: Pemerintah Indonesia Belum Punya Aturan Pelaksanaan Arbitrase Internasional," Mahkamah Konstitusi Republik Indonesia Republik Indonesia, last modified 2015, accessed December 14, 2022, <https://www.mkri.id/index.php?page=web.Berita&id=10728>.

<sup>13</sup> Mutiara Hikmah, "Penolakan Putusan Arbitrase Internasional Dalam Kasus Astro All Asia Network Plc," *Jurnal Yudisial*, Volume 5, Nomor 1, 2012, hal. 64-83, <https://jurnal.komisiyudisial.go.id/index.php/jy/article/view/165>.

<sup>14</sup> Syaiful Khoiri Harahap, "Penerapan Nilai-Nilai Pancasila dalam Penolakan Putusan Arbitrase Internasional," *Jurnal Bina Mulia Hukum*, Volume 7, Nomor 1, 2022, hal. 63-80. <https://doi.org/10.23920/jbmh.v7i1.707>

<sup>15</sup> Donald Hamonangan Siregar, "Eksistensi Arbitrase Internasional terhadap Sengketa Investasi Asing di Indonesia", *Cessie: Jurnal Ilmiah Hukum*, Volume 2, Nomor 1, hal. 1-11. <https://doi.org/10.55904/cessie.v2i1.734>

<sup>16</sup> Supeno Supeno, "Public Policy sebagai Syarat Pengakuan dan Pelaksanaan Putusan Arbitrase Internasional", *Wajah Hukum*, Volume 1, Nomor 1, 2017, hal. 64-74. <http://dx.doi.org/10.33087/wjh.v1i1.17>

## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

implemented in Indonesian jurisdiction if they meet certain requirements. Even though Indonesia is a member country of the convention, not all international arbitration awards can be recognized and enforced in Indonesia based on the principle of reciprocity.

3) The decision is only in the scope of commercial disputes

International arbitration awards can only be recognized and enforced if the arbitration award falls within the scope of trade law as defined by Indonesian law.<sup>17</sup> According to the explanation given in Article 66 letter b of the Arbitration Law, commercial law covers activities such as trade, banking, finance, investment, industry and intellectual property rights.

4) Public order principles<sup>18</sup>

International arbitration awards can be recognized and implemented in Indonesia only if the international arbitration award does not conflict with public order. If an international arbitration award is requested to be executed in Indonesia, the benchmark for determining whether the arbitration award is contrary to public order must be the values of public order in Indonesia, not the values of public order in the country where the arbitration award was issued.

In human life, marriage has a very important position.<sup>19</sup> Through marriage, relationships between men and women are regulated in a respectful manner in an atmosphere of peace, peace and affection between husband and wife.<sup>20</sup> The offspring resulting from marriage decorate family and human life in a clean and honorable manner. A family formed through marriage is a combination of two people who agree to achieve happiness. Therefore, in principle, marriage is aimed at achieving family happiness.

Marriage is a physical and mental relationship that occurs between a woman and a man who become a husband and wife couple with the aim of creating an eternal and happy household or family based on belief in the Almighty God, according to Article 1 of Law No. 1 of 1974 concerning Marriage (Marriage Law).<sup>21</sup> According to the rules of the Marriage Law, an important part of the marriage bond is the confirmation of physical and mental interactions between a woman and a man. The foundation of God Almighty can also be understood as an effort to create a happy household or family.<sup>22</sup>

As a legal act, marriage is also important because it has a purpose, consequence or influence.<sup>23</sup> For example, divorce, children resulting from pregnant marriages, child marriages that are not registered, marriage dispensations and inequality between husband and wife are marriage issues which in turn require clarity both in terms of the legality of the marriage itself and in terms of its aims and legal consequences.

In reality, the implementation of marriage agreements based on these provisions does not run normally because the phenomenon that occurs in society is that marriage agreements are implemented after the marriage.<sup>24</sup> This, for example, can be found in the South Jakarta Religious Court Decision Number 0502/Pdt.G/2013/PAJS. This decision is based on the provisions of Article 186 of the Civil Code that a marriage agreement made after the marriage is held is considered valid according to law if it has received a court decision beforehand for the reasons specified. This creates legal uncertainty, because both Article 147 of the Civil Code and Article 29 of the UUP explicitly state that a marriage agreement can be entered into during or before the marriage takes place. A marriage agreement is generally called a prenuptial agreement. A prenuptial agreement is an agreement between the bride and groom before the marriage takes place.<sup>25</sup> In legal language or law, the term often used is a marriage agreement, not a pre-

---

<sup>17</sup> Habib Hasan, "Penerapan Pembatalan Putusan Arbitrase Internasional dalam Perspektif Hukum di Indonesia (studi Putusan Kasasi Nomor: 219B/Pdt.Sus.Arb/2016)", *Dharmasiswa: Jurnal Program Magister Hukum FHUI*, Volume 2, Nomor 31, <https://scholarhub.ui.ac.id/dharmasiswa/vol2/iss1/31>

<sup>18</sup> Yahya Harahap, *Hukum Arbitrase*, Sinar Grafika, Jakarta, 2021, hal. 38-39.

<sup>19</sup> Ni Wayan Eka Sumartini, "Kepemimpinan Wanita dalam Kehidupan Sosial Perspektif Hukum Perkawinan", *Prosiding Webinar Nasional: Pemimpin Muda Pemimpin yang Berkarakter dan Berkarya*, Nomor 1, 2021, hal. 68-77. <https://doi.org/10.33363/sn.v0i1.49>

<sup>20</sup> Arditya Prayogi, Muhammad Jauhari, "Bimbingan Perkawinan Calon Pengantin: Upaya Mewujudkan Ketahanan Keluarga Nasional", *Islamic Counseling: Jurnal Bimbingan dan Konseling Islam*, Volume 5, Nomor 2, 2021, hal. 223-242. <http://dx.doi.org/10.29240/jbk.v5i2.3267>

<sup>21</sup> Abdul Wahid, M. Halilurrahman, "Keluarga Institusi Awal dalam Membentuk Masyarakat Berperadaban", *Cendekia Studi Keislaman*, Volume 5, Nomor 1, 2019, hal. 103-118. <https://doi.org/10.37348/cendekia.v5i1.67>

<sup>22</sup> Insarullah Insarullah, Rahmia Rachman, Erlan Ardiansyah, "Perspektif Hukum Perdata Internasional terhadap Perkawinan Beda Agama bagi Warga Indonesia", *Wajah Hukum*, Volume 6, Nomor 2, 2022, hal. 269-274. <http://dx.doi.org/10.33087/wjh.v6i2.932>

<sup>23</sup> Sarjiyati Sarjiyati, Yuni Purwati, "Dampak Perkawinan yang Tidak Dicatat", *Yustisia Merdeka: Jurnal Ilmiah Hukum*, Volume 5, Nomor 2, 2019, hal. 53-57. <https://doi.org/10.33319/yume.v5i2.33>

<sup>24</sup> Ali Akbar Abaib Mas Rabbani Lubis, Muhammad Abdul Khaliq Suhri, "Relasi Hukum Islam dan Adat dalam Tradisi Pamogih pada Perkawinan Masyarakat Muslim Bondowoso", *Volksgeist: Jurnal Ilmu Hukum dan Konstitusi*, Volume 3, Nomor 2, 2020, hal. 45-63. <https://doi.org/10.24090/volksgeist.v3i2.4014>

<sup>25</sup> Nurannah Nurannah, Wahda Z. Imam, Faissal Malik, "The Urgency of the Sirri Marriage Pre-Marriage Agreement Regarding Joint Property", *Journal of Social Science*, Volume 4, Nomor 2, 2023, hal. 426-438, <https://doi.org/10.46799/jss.v4i2.547>



## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

nuptial agreement.<sup>26</sup> As mentioned above (see introduction), the UUP states that a marriage agreement is a written agreement between both parties made by mutual agreement at or before the marriage takes place, ratified by a marriage registrar, regarding the position of assets in the marriage, and its contents also apply to third parties, which is related.

The background to this dispute began when Richard Lee Green, a man with United States citizenship, was the plaintiff or claimant, and Dinh Hoang Phuong, a woman of Vietnamese nationality, in this case was the defendant. In this case, the parties bind themselves in a marriage agreement and then perform a religious marriage ceremony as part of the implementation of the marriage. This contract is a civil contract under Indonesian civil law, where this contract is a commercial contract including property contracts and financial contracts. In this case, both parties have property assets in three countries, namely Indonesia with the largest amount of assets, assets in Vietnam and assets in Alaska.

The dispute began when the Defendant separated from the Plaintiff's bed. Since the parties separated in December 2018, the Defendant has deliberately neglected and spent assets and/or caused debts to increase due to his deliberate actions. In their marriage, they were blessed with four children, where the first child has two nationalities, namely Indonesia and Vietnam, the second and third children have Indonesian nationality, and the fourth child has United States nationality. The agreement between both parties stipulates the possibility of having children because it is common for Asians to deal with business and family matters simultaneously. Furthermore, the legal facts say that the Defendant has also committed several acts of domestic violence against children and in at least one incident caused physical injury. This case caused at least mental disorders for the parties' children. In the arbitration decision in this case, at least several things were discussed related to legal action, namely the division of property and other finances, the division of debt responsibilities, and custody of the four children. The Arbitration Award was almost partially granted in the Plaintiff's request, and in terms of legal and arbitration fees, the Defendant is obliged to pay the entire process costs of the case. Regarding this decision, it has been issued and can be executed in both countries, both in Indonesia on 20 July 2020, and in the United States on the same date, namely 20 July 2020. Talking about the execution of the decision, the Plaintiff is required to register it with the Central Jakarta District Court.

Talking about the implementation of the decision, the Plaintiff is required to register it with the Central Jakarta District Court.<sup>27</sup> The use of foreign law is regulated in the statutory regulations and sources of international private law in each country. Provisions regarding which country's law must be applied to a civil incident that contains foreign elements are also found in Indonesian legislation, jurisprudence and doctrine. These provisions, in English are termed Choice of Law Rules or Conflict of Law Rules, namely the rules that must be followed by the court or authorized official in choosing the law that must be applied to a civil case that has foreign elements. For example, in marriages between citizens of different countries, there are choice of law rules that judges and authorized officials must follow to determine which country's law should be used when deciding on the validity of the marriage.<sup>28</sup>

Because the marriage contains foreign elements, the court or competent authority may not automatically apply its own national law to determine the validity of the marriage, but must first determine which country's law should be used in the case by following the choice of law rules regulated in the Law International Civil of the judge or official.<sup>29</sup>

The use of a country's law in accordance with the provisions of choice of law in international civil incidents will provide justice for the parties. This is because the state law that is enforced has a close connection with the parties or with the legal event. The famous German legal expert Friedrich Carl von Savigny argued that civil cases should be regulated by the law of the country or place that has the closest link to the case, even if that law is the law of a foreign country. According to Savigny, the use of the law of a country that has the closest link will give rise to mutual respect and equality in all civil law systems in the world, without distinguishing between national law and foreign law, between one's own citizens and foreign citizens.<sup>30</sup>

This is where the importance of using foreign law that is in accordance with the choice of law rules in HPI is important, namely to provide justice for parties whose civil cases are regulated using the law of the country that has the closest link to them or the object of the case. There are several methods used in the HPI choice of law rules in various countries to determine which law

---

<sup>26</sup> Christina Bagenda, "Tinjauan tentang Perjanjian Perkawinan dalam Pandangan Hukum Nasional", *Jayapangus Press*, Volume 4, Nomor 1, hal. 4, Nomor 1, hal. 258-268. Retrieved from

<https://jayapanguspress.penerbit.org/index.php/ganaya/article/view/1263>

<sup>27</sup> Lailatul Fitriyah, Yasmin Nurzahrah, Putri Intan, Dinar Rizka, Eva Fidiyanto, "Urgensi Mengkodifikasi Hukum Perdata Internasional dalam Upaya Menghadapi Sengketa Perkawinan Campuran", *Humantech: Jurnal Ilmiah Multidisiplin Indonesia*, Volume 3, Nomor 1, 2023, hal. 67-76. <https://doi.org/10.32670/ht.v3i1.3800>

<sup>28</sup> Prasetyo Ade Witoko, Ambar Budhisulistiyawati, "Penyelundupan Hukum Perkawinan Beda Agama di Indonesia", *Jurnal Hukum dan Pembangunan Ekonomi*, Volume 7, Nomor 2, 2019, hal. 251-257. <https://doi.org/10.20961/hpe.v7i2.43015>

<sup>29</sup> Fara Syahrial, "Tinjauan Yuridis Perjanjian Perkawinan Campuran terhadap Pemisahan Harta dan Akibat Hukumnya", *Jurnal of Law*, Volume 7, Nomor 1, 2020, hal. 1-28.

<sup>30</sup> Gerhard Dilcher, "The philosophical Foundations of Nineteenth Century German Jurisprudence: The Historical School of Law and Legal Positivism", *National Law School Journal*, Volume 6, Issue 1, Article 4, 1994, Available at: <https://repository.nls.ac.in/nlsj/vol6/iss1/4>

## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

has the closest connection or link to an international civil event.<sup>31</sup> These methods were proposed by Von Savigny and other scholars, even those who lived before Von Savigny's time, such as Bartolo, from Sassoferrato, Italy, and Paul Vote and Ulrich Huber from the Netherlands. Von Savigny offered a theory or method by which the laws of the state became the place (sitz) or center (schwerpunkt) of a legal event has the closest link point to the legal event, and as a result, the law must be used to regulate the relationship or legal event in question. For example, cases or disputes over an object must be decided based on the law where the object is located (sitz); matters relating to a person's status and abilities are determined based on the laws of the country where the person is domiciled (sitz); and cases related to contracts must be decided based on the law of the country where the contract must be implemented (schwerpunkt).

Bartolo from Sassoferrato offers a slightly different choice of law method or determination of anchor points, namely based on the theory of the application of national law (statutes) to objects (real) and to people (personal). According to Bartolo, national law applies to all objects within the national jurisdiction, regardless of the nationality of the owner of the object. However, national law cannot be applied to objects that are outside the territory of national law. On the other hand, national law applies to personal status wherever the person or persons are located, including if the person is abroad.<sup>32</sup>

Based on the various methods or theories above, countries in the world regulate in their respective HPI their choice of law provisions to determine which country's law has the closest link and must be applied to a civil incident that contains foreign elements (hereinafter referred to as 'international civil events').<sup>33</sup>

Articles 16, 17 and 18 paragraph (1) *Algemene Bepalingen van Wetgeving voor Nederlandsch Indie* ('AB') contain important principles in determining which country's law must be applied in an international civil incident, as follows:

- 1) "The provisions in the law regarding a person's status and abilities still apply to Dutch citizens (now Indonesian citizens), if he is abroad." (Article 16 AB)
- 2) "With respect to immovable goods, the laws of the country or place where the goods are located apply." (Article 17 AB)
- 3) "The form of each legal action will be decided by the court according to the laws of the country or location where the legal action is carried out." (Article 18 paragraph (1) AB).

Based on the provisions above, it means that national law (Indonesia) regulates the status and skills of Indonesian citizens in whatever country they are in (article 16 AB); the law of the country where the fixed object is located regulates all aspects related to the fixed object (article 17 AB); The law of the country where a legal act is carried out regulates the formal legality requirements of the legal act (article 18 paragraph (1) AB). The choice of law provisions in the AB are also complemented by jurisprudence and doctrine, including the 1925 jurisprudence of Raad van Justitie Medan which decided that the national law of foreign citizens regulates the status and skills of foreigners wherever they are, including in Indonesia.

Thus, for personal status, HPI Indonesia applies the principle of nationality, namely always using the person's national law to determine their personal status, without distinguishing between foreign law or Indonesian law.<sup>34</sup> This is in accordance with what Von Savigny and Bartolo from Sassoferrato taught above. Arbitration is a method of resolving a civil dispute outside the general court which is based on an arbitration agreement made in writing by the disputing parties as stated in Article 1 point 1 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (APS). The word arbitration comes from the words "arbitrare" (Latin), "arbitrage" (Dutch), "arbitration" (English), "schiedspruch" (Germany), and "arbitrage" (French), which means the power to resolve something according to one's discretion or peacefully by an arbitrator or referee. Frank Elkoury and Edna Elkoury in their book *How Arbitration Works* define: Arbitration is an easy or simple process chosen voluntarily by parties who wish to have their case decided by a neutral arbitrator according to their choice where their decision is based on the arguments in the case. The parties agreed from the beginning to accept the decision as final and binding.<sup>35</sup>

If we look closely at the definitions above, it can also be concluded that arbitration is a process in which two or more parties submit their dispute to one or more impartial people (called arbitrators) to obtain a final and binding decision. From the above definition, there are three things that must be fulfilled, namely (1) there is a dispute; (2) agreement to hand over to a third party; (3)

---

<sup>31</sup> Merry Koesnadi, John Pieris, Aarce Tehupeior, "The Role of a Notary in Making a Choice of Law of an International Business Contract", *International Journal of Social Service & Research*, Volume 3, Nomor 4, 2023, hal. 915-918. <https://doi.org/10.46799/ijssr.v3i4.322>

<sup>32</sup> Paul Stephen Dempsey, "National Laws Governing Commercial Space Activities: Legislation, Regulation & Enforcement", *Northwestern Journal of International Law & Business*, Volume 36, No. 1, 2016.

<sup>33</sup> Moh. Ali, Bhim Prakoso, "The Freedom of Contract: The Indonesian Court's Decisions on International Business Disputes", *Indonesian Journal of Law and Society*, Volume 4, Nomor 1, 2023, hal. 94-125. <https://doi.org/10.19184/ijls.v4i1.38486>.

<sup>34</sup> Dian Andriani & Dedy Ardian Prasetyo, "Legal Protection of the Rights of Indonesian Citizens for Children in Lifetime Mixed Marriages", *International Journal of Social Service & Research*, Volume 3, Nomor 4, 2023, hal. 940-946. <https://doi.org/10.46799/ijssr.v3i4.327>

<sup>35</sup> Andi Sitti Melantik Rompegading, "Legal Analysis of Cancellation BANI Reg. No. 13/Arb/BANI-Sby/I/2015 through a Court Decision", *Himalayan Journals of Humanities and Cultural Studies*, Volume 4, No. 1, 2022, hal. 73-83.

## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

the final and binding decision will be handed down. Especially in the third point which states that the arbitration award is final and binding. The meaning of final and binding is that there is no legal effort whatsoever to challenge the results of an arbitration award, whether from an institution or ad hoc arbitration carried out by the parties to the dispute as per Article 60 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, namely the Arbitration Award. is final and has permanent legal force and is binding on the parties.

It is said that because it is stated in Article 60 that arbitration decisions cannot be appealed, cassated or reviewed. In other words, no legal remedies are provided for arbitration decisions, whether ordinary legal remedies or extraordinary legal remedies, except for third party opposition in the case of this is very possible. The arbitration award is implemented voluntarily by the parties, if the parties do not implement it voluntarily, then Article 61 applies which states: "In the event that the parties do not implement the arbitration award voluntarily, the award is implemented based on the order of the Chairman of the District Court at the request of one of the parties to the dispute."

In terms of the implementation of the arbitration award, the provisions contained in Article 62 Paragraph (1) apply which states: "The order as intended in Article 61 is given no later than 30 (thirty) days after the application for execution is registered with the Registrar of the District Court." However, Paragraph (2) states: "The Chairman of the District Court as intended in Paragraph (1) before giving an implementation order, must first check whether the arbitration award complies with the provisions of Article 4 and Article 5, and does not conflict with decency and public order." Paragraph (3) states: In the event that the arbitration award does not comply with the provisions as intended in paragraph (2), the Chairman of the Court rejects the request for execution and against the decision of the Chairman of the District Court no legal action is open.

In terms of the theory of legal certainty, before carrying out the execution of a decision, a test is first carried out to ensure whether the arbitration body's decision meets the formal and material requirements.<sup>36</sup> Formal requirements include an agreement between the parties that their dispute will be resolved through arbitration, which must be stated in a written document, as well as whether the dispute is included in a trade dispute and regarding the rights that are fully controlled by the parties in accordance with applicable laws and regulations. Material requirements mean that the arbitration award must not conflict with decency and public order. As already mentioned, the arbitration award is final, has permanent legal force and is binding on the parties, so it cannot be appealed, cassated or reviewed. In the arbitration process, the losing party is expected to be willing to fulfill the decision voluntarily, considering that dispute resolution through arbitration is the result of a mutual agreement as outlined in the arbitration agreement.

One of the prerequisites for law enforcement is legal certainty, which refers to a person's ability to get what is expected of them under certain conditions. Legal protection against arbitrary actions is the legal certainty in question.<sup>37</sup> Because legal certainty as a value is a protection from arbitrary actions towards the rights and interests of legal subjects - both legal subjects within a country and legal subjects from other countries whose existence, on the basis of cooperative relations, has legal interests that must be respected and acknowledged. This raises questions about the legal relationship between citizens and the state and between countries.<sup>38</sup>

Based on the description above, parties in arbitration disputes involving international arbitration institutions do not receive a guarantee of legal protection in the absence of legal certainty regarding the execution of foreign arbitration awards in Indonesia, especially for parties who win in such foreign arbitration disputes. In addition, business actors are hesitant to invest in Indonesia because there are no definite and enforceable legal guidelines regarding legal reasons for refusing the execution of foreign arbitration awards in Indonesia, especially related to the criteria "contrary to public order".

Based on the case of the position of a joint property agreement dispute in marriage, based on the normative juridical explanation above, this dispute cannot be executed in Indonesia. This is because there is a contradiction between the Arbitration and Alternative Dispute Resolution Law and the position case above. In contrast, this case can be seen explicitly in Article 66 letter b, which states that an arbitration award can only be implemented if the dispute is a dispute that falls within the trade group.

## CONCLUSION

From a normative juridical perspective, arbitration awards, whether decisions originating from Indonesia or foreign arbitration awards, are decisions that have permanent and binding legal force. This can be seen in Article 60 of Law Number 1 of 1999 concerning Arbitration and Alternative Dispute Resolution in Article 60 that the arbitration award is final and has permanent

---

<sup>36</sup> Rahardian Wicaksono, "The Judicial Review of Dispute Resolution in Indonesia", *Novum: Jurnal Hukum*, Volume 8, Nomor 3, 2021, hal. 1-20. <https://doi.org/10.2674/novum.v0i0.37062>

<sup>37</sup> E. Fernando M. Manullang, *Menggapai Hukum Berkeadilan: Tinjauan Hukum Kodrat dan Antinomi Nilai*, Penerbit Buku Kompas, Jakarta, hal. 92.

<sup>38</sup> Otti Ilham Khair, "Analisis Undang-Undang Cipta Kerja terhadap Perlindungan Tenaga Kerja di Indonesia", *Widya Pranata Hukum: Jurnal Kajian dan Penelitian Hukum*, Volume 3, Nomor 2, 2021, hal. 45-63.

<https://doi.org/10.37631/widyapranata.v3i2.442>

## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

legal force and is binding on the parties. This means that the arbitration award is a final decision and therefore cannot be appealed, cassationed or reviewed. Talking about legal certainty regarding foreign arbitration awards, that the award will be enforced and enforced as long as it does not violate and/or conflict with the provisions of Article 66 of the Arbitration and Alternative Dispute Resolution Law which states that there are four conditions that must be fulfilled in the execution of foreign arbitration awards, namely (1) An International Arbitration Award is handed down by an arbitrator or arbitration panel in a country with which Indonesia is bound by an agreement, both bilateral and multilateral, regarding the recognition and implementation of an International Arbitration Award; (2) International Arbitration Awards as intended in letter a are limited to decisions which according to the provisions of Indonesian law fall within the scope of trade law; (3) International Arbitration Awards as intended in letter a can only be implemented in Indonesia, limited to decisions that do not conflict with public order; (4) An International Arbitration Award can be implemented in Indonesia after obtaining executory action from the Chairman of the Central Jakarta District Court; and (5) The International Arbitration Award as intended in letter a which concerns the Republic of Indonesia as one of the parties to the dispute, can only be implemented after obtaining execution from the Supreme Court of the Republic of Indonesia which is then delegated to the Central Jakarta District Court.

### REFERENCES

- 1) Putri Adinda Aneira Adnyana Putri, “Peranan Hukum Internasional dalam Menyelesaikan Sengketa”, *Jurnal Pendidikan Kewarganegaraan Undiksha*, Volume 10, Nomor 3, 2022, hal. 197-204. <https://ejournal.undiksha.ac.id/index.php/JJPP>
- 2) Yuliana, Sri, “Rekonstruksi Perkara sebagai Upaya dalam Mengungkap Kejahatan”, *Jurnal Hukum Legalita*, Volume 4, Nomor 1, hal. 93-103. <https://doi.org/10.47637/legalita.v4i1.552>
- 3) Asnawi, M. Natsir, *Pengantar Jurimetri dan Penerapannya dalam Penyelesaian Perkara Perdata: Pendekatan Kuantitatif dan Kualitatif terhadap Perdata*, Kencana: Prenada Media Group, Jakarta, 2020.
- 4) Khairunnisa, Hana Nabilah, “Mediasi sebagai Alternatif Penyelesaian Sengketa Bisnis dalam Perspektif Peraturan Perundang-Undangan di Indonesia”, *Hangoluan Law Review*, Volume 2, Nomor 1, 2023, hal. 136-163. <https://hhr.unja.ac.id/index.php/hhr/article/view/22>
- 5) Lynn P. Burleson, *Family Law Arbitration: Third Party Alternative Dispute Resolution*, *Campbell Law Review*, Volume 30, January 2008.
- 6) Wendy Kennett, *It's Arbitration, But Not As We Know It: Reflections on Family Law Dispute Resolution*, *International Journal of Law, Policy and The Family*, 2016, 30, 1-31doi:10.1093/lawfam/ebv017.
- 7) Federal Circuit and Family Court of Australia, *Family Law: Arbitration*, [www.fcfcga.gov.au](http://www.fcfcga.gov.au).
- 8) Brooke Thompson, “Family Provision and Islamic Wills: Preserving the Testator’s Wishes through testamentary Arbitration?”, *University of New South Wales Law Journal*, Volume 46, Nomor 1, 2023, pp. 205-234.
- 9) Usman, Rachmadi, *Pilihan Penyelesaian Sengketa Di Luar Pengadilan*, Citra Aditya Bakti, Bandung, 2013.
- 10) Harahap, Panusunan, “Eksekutabilitas Putusan Arbitrase Oleh Lembaga Peradilan,” *Jurnal Hukum dan Peradilan*, Volume 7, Nomor 1, 2018, hal. 127–149, <https://www.jurnalhukumdanperadilan.org/index.php/jurnalhukumperadilan/article/view/187>.
- 11) Agustin, Yusti Nurul, “Ahli Pemohon: Pemerintah Indonesia Belum Punya Aturan Pelaksanaan Arbitrase Internasional,” Mahkamah Konstitusi Republik Indonesia Republik Indonesia, last modified 2015, accessed December 14, 2022, <https://www.mkri.id/index.php?page=web.Berita&id=10728>.
- 12) Hikmah, Mutiara, “Penolakan Putusan Arbitrase Internasional Dalam Kasus Astro All Asia Network Plc,” *Jurnal Yudisial*, Volume 5, Nomor 1, 2012, hal. 64–83, <https://jurnal.komisiyudisial.go.id/index.php/jy/article/view/165>.
- 13) Harahap, Syaiful Khoiri, “Penerapan Nilai-Nilai Pancasila dalam Penolakan Putusan Arbitrase Internasional”, *Jurnal Bina Mulia Hukum*, Volume 7, Nomor 1, 2022, hal. 63-80. <https://doi.org/10.23920/jbmh.v7i1.707>
- 14) Siregar, Donald Hamonangan, “Eksistensi Arbitrase Internasional terhadap Sengketa Investasi Asing di Indonesia”, *Cessie: Jurnal Ilmiah Hukum*, Volume 2, Nomor 1, hal. 1-11. <https://doi.org/10.55904/cessie.v2i1.734>
- 15) Supeno, Supeno, “Public Policy sebagai Syarat Pengakuan dan Pelaksanaan Putusan Arbitrase Internasional”, *Wajah Hukum*, Volume 1, Nomor 1, 2017, hal. 64-74. <http://dx.doi.org/10.33087/wjh.v1i1.17>
- 16) Hasan, Habib, “Penerapan Pembatalan Putusan Arbitrase Internasional dalam Perspektif Hukum di Indonesia (studi Putusan Kasasi Nomor: 219B/Pdt.Sus.Arb/2016)”, *Dharmasiswa: Jurnal Program Magister Hukum FHUI*, Volume 2, Nomor 31, <https://scholarhub.ui.ac.id/dharmasiswa/vol2/iss1/31>
- 17) Harahap, Yahya, *Hukum Arbitrase*, Sinar Grafika, Jakarta, 2021.
- 18) Sumartini, Ni Wayan Eka “Kepemimpinan Wanita dalam Kehidupan Sosial Perspektif Hukum Perkawinan”, *Prosiding Webinar Nasional: Pemimpin Muda Pemimpin yang Berkarakter dan Berkarya*, Nomor 1, 2021, hal. 68-77. <https://doi.org/10.33363/sn.v0i1.49>



## Legal Certainty for the Execution of Arbitration Decisions on Marriage Agreement Disputes for Foreign Citizens In Indonesia

- 19) Prayogi, Arditya, Muhammad Jauhari, “Bimbingan Perkawinan Calon Pengantin: Upaya Mewujudkan Ketahanan Keluarga Nasional”, *Islamic Counseling: Jurnal Bimbingan dan Konseling Islam*, Volume 5, Nomor 2, 2021, hal. 223-242. <http://dx.doi.org/10.29240/jbk.v5i2.3267>
- 20) Abdul Wahid, M. Halilurrahman, “Keluarga Institusi Awal dalam Membenuk Masyarakat Berperadaban”, *Cendekia Studi Keislaman*, Volume 5, Nomor 1, 2019, hal. 103-118. <https://doi.org/10.37348/cendekia.v5i1.67>
- 21) Insarullah, Insarullah, Rahmia Rachman, Erlan Ardiansyah, “Perspektif Hukum Perdata Internasional terhadap Perkawinan Beda Agama bagi Warga Indonesia”, *Wajah Hukum*, Volume 6, Nomor 2, 2022, hal. 269-274. <http://dx.doi.org/10.33087/wjh.v6i2.932>
- 22) Sarjiyati, Sarjiyati, Yuni Purwati, “Dampak Perkawinan yang Tidak Dicatat”, *Yustisia Merdeka: Jurnal Ilmiah Hukum*, Volume 5, Nomor 2, 2019, hal. 53-57. <https://doi.org/10.33319/yume.v5i2.33>
- 23) Ali Akbar Abaib Mas Rabbani Lubis, Muhammad Abdul Khaliq Suhri, “Relasi Hukum Islam dan Adat dalam Tradisi Pamogih pada Perkawinan Masyarakat Muslim Bondowoso”, *Volksgeist: Jurnal Ilmu Hukum dan Konstitusi*, Volume 3, Nomor 2, 2020, hal. 45-63. <https://doi.org/10.24090/volksgeist.v3i2.4014>
- 24) Nurzannah, Nurzannah, Wahda Z. Imam, Faissal Malik, “The Urgency of the Sirri Marriage Pre-Marriage Agreement Regarding Joint Property”, *Journal of Social Science*, Volume 4, Nomor 2, 2023, hal. 426-438, <https://doi.org/10.46799/jss.v4i2.547>
- 25) Bagenda, Christina, “Tinjauan tentang Perjanjian Perkawinan dalam Pandangan Hukum Nasional”, *Jayapangus Press*, Volume 4, Nomor 1, hal. 4, Nomor 1, hal. 258-268. Retrieved from <https://jayapanguspress.penerbit.org/index.php/ganaya/article/view/1263>
- 26) Fitriyah, Lailatul, Yasmin Nurzahrah, Putri Intan, Dinar Rizka, Eva Fidiyanto, “Urgensi Mengkodifikasi Hukum Perdata Internasional dalam Upaya Menghadapi Sengketa Perkawinan Campuran”, *Humantech: Jurnal Ilmiah Multidisiplin Indonesia*, Volume 3, Nomor 1, 2023, hal. 67-76. <https://doi.org/10.32670/ht.v3i1.3800>
- 27) Witoko, Prasetyo Ade, Ambar Budhisulistiyawati, “Penyelundupan Hukum Perkawinan Beda Agama di Indonesia”, *Jurnal Hukum dan Pembangunan Ekonomi*, Volume 7, Nomor 2, 2019, hal. 251-257. <https://doi.org/10.20961/hpe.v7i2.43015>
- 28) Syahril, Fara, “Tinjauan Yuridis Perjanjian Perkawinan Campuran terhadap Pemisahan Harta dan Akibat Hukumnya”, *Jurnal of Law*, Volume 7, Nomor 1, 2020, hal. 1-28.
- 29) Dilcher, Gerhard, “The philosophical Foundations of Nineteenth Century German Jurisprudence: The Historical School of Law and Legal Positivism”, *National Law School Journal*, Volume 6, Issue 1, Article 4, 1994, Available at: <https://repository.nls.ac.in/nlsj/vol6/iss1/4>
- 30) Koesnadi, Merry, John Pieris, Aarce Tehupeiory, “The Role of a Notary in Making a Choice of Law of an International Business Contract”, *International Journal of Social Service & Research*, Volume 3, Nomor 4, 2023, hal. 915-918. <https://doi.org/10.46799/ijssr.v3i4.322>
- 31) Dempsey, Paul Stephen, “National Laws Governing Commercial Space Activities: Legislation, Regulation & Enforcement”, *Northwestern Journal of International Law & Business*, Volume 36, No. 1, 2016.
- 32) Ali, Moh., Bhim Prakoso, “The Freedom of Contract: The Indonesian Court’s Decisions on International Bussiness Disputes”, *Indonesian Journal of Law and Society*, Volume 4, Nomor 1, 2023, hal. 94-125. <https://doi.org/10.19184/ijls.v4i1.38486>
- 33) Andriani, Dian & Dedy Ardian Prasetyo, “Legal Protection of the Rights of Indonesian Citizens for Children in Lifetime Mixed Marriages”, *International Journal of Social Service & Research*, Volume 3, Nomor 4, 2023, hal. 940-946. <https://doi.org/10.46799/ijssr.v3i4.327>
- 34) Rompegading, Andi Sitti Melantik, “Legal Anaysis of Cancellation BANI Reg. No. 13/Arb/BANI-Sby/I/2015 through a Court Decision”, *Himalayan Journals of Humanities and Cultural Studies*, Volume 4, No. 1, 2022, hal. 73-83.
- 35) Wicaksono, Rahardian, “The Judicial Review of Dispute Resolution in Indonesia”, *Novum: Jurnal Hukum*, Volume 8, Nomor 3, 2021, hal. 1-20. <https://doi.org/10.2674/novum.v0i0.37062>
- 36) Manullang, E. Fernando M., *Menggapai Hukum Berkeadilan: Tinjauan Hukum Kodrat dan Antinomi Nilai*, Penerbit Buku Kompas, Jakarta.
- 37) Khair, Otti Ilham, “Analisis Undang-Undang Cipta Kerja terhadap Perlindungan Tenaga Kerja di Indonesia”, *Widya Pranata Hukum: Jurnal Kajian dan Penelitian Hukum*, Volume 3, Nomor 2, 2021, hal. 45-63. <https://doi.org/10.37631/widyapranata.v3i2.442>



There is an Open Access article, distributed under the term of the Creative Commons Attribution – Non Commercial 4.0 International (CC BY-NC 4.0) (<https://creativecommons.org/licenses/by-nc/4.0/>), which permits remixing, adapting and building upon the work for non-commercial use, provided the original work is properly cited.