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INDONESIAN TAKE ON ALTERNATIVE DISPUTE SETTLEMENTS PART (2) : SELECTION OF ARBITRATION RULES



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By Setyawati Fitrianggaeni, Eva F Fauziah, Keisha Bucha, Irvena Ayunya Dewanto¹

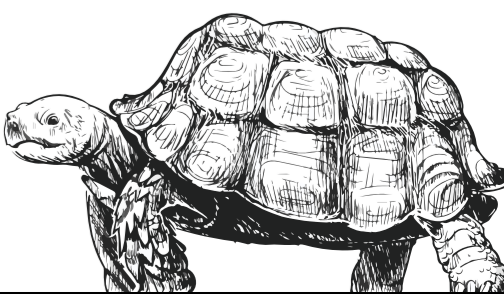
Keywords : Arbitration Rules, Laws concerning Arbitration, BANI Arbitration Rules 2022, ICC Arbitration Rules 2021, SIAC Arbitration Rules 2016

In arbitration, parties are entitled to determine how to proceed with the arbitration. It includes choosing an arbitration institution and rules and procedures to solve disputes. According to Art. 34 Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Settlement (“Law 30/1999”), “(1) Settlement of disputes through arbitration can be carried out using national or international arbitration institutions based on the agreement of the parties. (2) Settlement of disputes through the arbitration institution shall be carried out according to the rules and procedures of the chosen institution, unless otherwise stipulated by the parties”. Furthermore, pursuant to the elucidation of Art. 34 par. (2) parties are free to choose the applicable rules and procedures without having to use the rules and procedures of the chosen arbitration institution.² This would be because parties may have some of the procedures agreed upon in their contract.

In Indonesia, most arbitrations are institutional. Currently, some of the features of the most used arbitration rules and procedures are as follows:

Comparison of the Arbitration Rules

	BANI Arbitration Center (<i>Badan Arbitrase Nasional Indonesia</i> - “BANI”)	National Sharia Arbitration Board (<i>Badan Arbitrase Syariah Nasional</i> - “Basyarnas”)	Singapore International Arbitration Centre (“SIAC”)	International Chamber of Commerce (“ICC”)	London Court of International Arbitration (“LCIA”)	Hong Kong International Arbitration Centre (“HKIAC”)	UNCITRAL Arbitration Rules	Law 30/1999 ³
Nationality of Arbitrators	Foreign arbitrators may be considered if they have met the qualification requirements and are prepared to comply with the BANI Rules. ⁴	The arbitrator’s nationality is not specified. The arbitrator may be chosen from Basyarnas’ list of arbitrators or outside Basyarnas’ list of arbitrators. ⁵	Not specified. However, the President shall consider the qualifications required by the parties’ agreement and the impartiality or independence of the arbitrator. ⁶	A sole arbitrator shall be of a nationality other than those of the parties unless there is a suitable circumstance or no objection from the parties within the time limit. ⁷ Suppose the arbitration agreement upon which the arbitration is based arises from a treaty. In that case, unless the parties agree otherwise, no arbitrator shall have the same nationality as any party to the arbitration. ⁸	Where the parties are of different nationalities, a sole arbitrator or the presiding arbitrator shall not have the same nationality as any party unless the parties who are not of the same nationality as the arbitrator candidate all agree in writing otherwise. ⁹	Where the parties to an arbitration are of different nationalities, a sole or presiding arbitrator shall not have the same nationality as any party unless expressly agreed otherwise by all parties. ¹⁰ Same nationalities are allowed in appropriate circumstances and where none of the parties objects within a time limit set by HKIAC. ¹¹	The appointing authority shall consider the advisability of appointing an arbitrator of a nationality other than the nationalities of the parties. ¹²	The Law regulates the requirements of an arbitrator and those prohibited from becoming an arbitrator. It does not, however, provide concerning the nationality of an arbitrator. ¹³

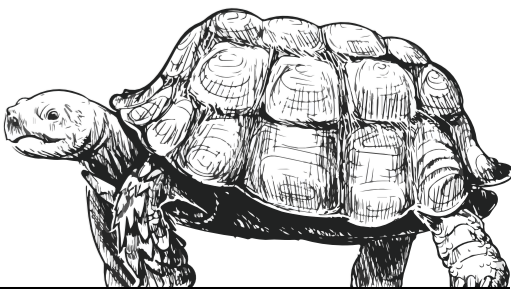




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Appointment of Arbitrators	<p>Sole Arbitrator: Designated with the approval of the Chairman of ANI if the Respondent accepts the candidate nominated by the Claimant.¹⁴</p> <p>Three Arbitrators: In case both parties have appointed their respective arbitrators, the Chairman of BANI will appoint an arbitrator to preside over the Arbitration Tribunal.¹⁵</p>	<p>Sole Arbitrator: The proposal/ appointment of the sole Arbitrator must be approved in writing by the Respondent. If the Respondent does not agree, the parties are given a maximum of 30 (thirty) calendar days after the Respondent receives the Request for Arbitration to agree on a Sole Arbitrator. If no agreement is reached on the appointment of the Sole Arbitrator, the dispute will be examined and adjudicated by the Arbitration Tribunal.¹⁶</p> <p>Three Arbitrators: Each party appoints one Arbitration Tribunal. The two arbitrators chosen by each party select and determine the Presiding Arbitrator.¹⁷</p>	<p>Sole Arbitrator: Nominated and agreed by the parties.¹⁸ The arbitrators nominated shall be subject to appointment by the President.¹⁹</p> <p>Three Arbitrators: Nominated by the parties.²⁰ Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the agreed or set period, the President shall appoint the presiding arbitrator.²¹</p>	<p>Sole Arbitrator: The parties may nominate the sole arbitrator by agreement.²²</p> <p>Three Arbitrators: Each party shall nominate in the Request and the Answer, respectively, one arbitrator for confirmation. If a party fails to nominate an arbitrator, the Court shall make the appointment.²³</p> <p>The third arbitrator shall be appointed by the Court unless the parties agree on another procedure.²⁴</p>	<p>Sole Arbitrator: A sole arbitrator shall be appointed unless the parties have agreed in writing otherwise or the LCIA Court determines that, in the circumstances, a three-member tribunal is appropriate (or, exceptionally, more than three).²⁵</p>	<p>Sole Arbitrator: Jointly designated by the parties before²⁶ or after the arbitration commences.²⁷</p> <p>Three Arbitrators: Designated by each party before²⁸ or after the arbitration commences.²⁹</p> <p>The two arbitrators so appointed shall designate the presiding arbitrator.³⁰</p>	<p>Sole Arbitrator: Appointed by the appointing party, at the request of a party, if the parties have yet to reach an agreement regarding the appointment of the sole arbitrator.³¹</p> <p>Three Arbitrators: Each party shall appoint one arbitrator. The two appointed arbitrators shall choose the presiding arbitrator.³²</p>	<p>Sole Arbitrator: Proposed by the Claimant to the Respondent.³³ Appointed by the Chairman of the District Court at the request of one of the parties if the parties are still determining a single arbitrator.³⁴</p> <p>Three Arbitrators: Appointed by the two arbitrators that have parties appointed.³⁵</p>

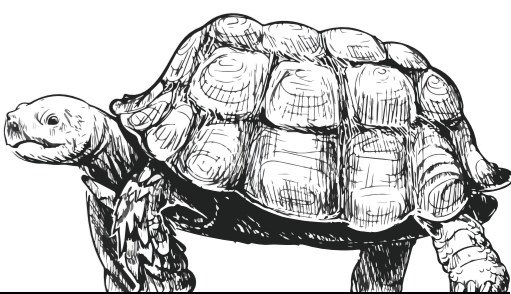




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Expert	If the Arbitration Tribunal considers it necessary, and/ or at the request of either party, the expert or witnesses as to facts may be summoned. ³⁶	On his initiative, the arbitrator may request an expert's assistance to provide information both verbally and in writing regarding a specific issue related to the subject matter of the dispute, and the parties will bear the costs. ³⁷	Unless otherwise agreed by the parties, the Tribunal may, following consultation with the parties, appoint an expert to report on specific issues. ³⁸	After consulting the parties, the arbitral tribunal may appoint one or more experts, define their terms of reference, and receive their reports. At the request of a party, the parties shall be allowed to question at a hearing any such expert. ³⁹	The Arbitral Tribunal, after consultation with the parties, may appoint one or more experts to report in writing to the Arbitral Tribunal and the parties on specific issues in the arbitration, as identified by the Arbitral Tribunal. ⁴⁰	The Arbitral Tribunal, after consulting with the parties, may appoint one or more experts. ⁴¹	<p>The Arbitral Tribunal may decide which witnesses, including expert witnesses, shall testify to the arbitral tribunal if hearings are held.⁴²</p> <p>The Arbitral Tribunal, after consulting with the parties, may appoint one or more experts to report to it on specific issues.⁴³</p>	<p>The arbitrator or Arbitral Tribunal may request one or more expert witnesses to provide written statements.⁴⁴</p> <p>At the request of the interested parties, the expert witness’ testimony can be heard before the Arbitral Tribunal in the presence of the parties or their counsels.⁴⁵</p>
Procedure	The Arbitration Tribunal must determine whether the dispute can be resolved based on the documents alone or whether it is necessary to call the parties to appear at a hearing. ⁴⁶	If the parties agree that the trial is carried out online or a combination of offline and online, the trial process is carried out offline. ⁴⁷	The Tribunal shall determine all evidence's relevance, materiality, and admissibility. ⁴⁸ The Tribunal may also direct the order of proceedings, bifurcate proceedings, and exclude cumulative or irrelevant testimony or other evidence. ⁴⁹	To ensure effective case management, the arbitral tribunal shall adopt such procedural measures after consulting the parties, which may include case management techniques. ⁵⁰	<p>The Arbitral Tribunal’s power includes the making of any procedural order, among others:</p> <p>(i) limiting the length of the written statement; also, the written and oral witness testimony;</p> <p>(ii) employing technology to enhance the arbitration;</p> <p>(iii) exercising its powers of Early Determination;</p> <p>(iv) abridging any period of time.⁵¹</p>	The arbitral tribunal shall adopt suitable procedures for the conduct of the arbitration to avoid unnecessary delay or expense, having regard to the complexity of the issues, the amount in dispute, the effective use of technology, equal treatment of the parties, and reasonable opportunity for the parties to present their case. ⁵²	If requested by the party, the arbitral tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. Such a request is necessary for the arbitral tribunal to decide whether to hold such hearings or whether the proceedings shall be conducted based on documents and other materials. ⁵³	<p>The parties in a clear and written agreement are free to determine the arbitration procedure used in examining disputes as long as they do not conflict with the provisions of this Law.⁵⁴</p> <p>Suppose the parties need to determine the provisions regarding the arbitration procedure for examination independently. In that case, and an arbitrator or arbitral tribunal has been formed, all disputes whose settlement is left to the arbitrator or arbitral tribunal will be examined and decided according to the provisions of this Law”.⁵⁵</p>

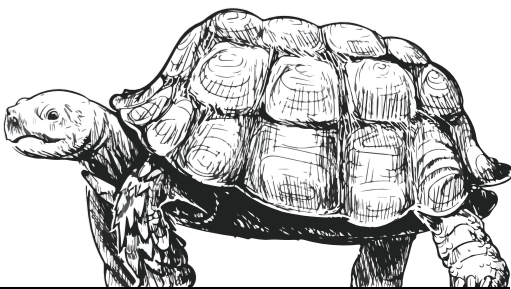




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Consolidation , Joinder, and Concurrent Proceedings	The Rules allow for the consolidation ⁶⁶ and participation of a third party subject to several conditions. ⁶⁷	The Rules allow for the intervention of a third party subject to several conditions. ⁶⁸	The Rules allow for consolidation ⁶⁹ and joinder subject to several conditions. ⁷⁰	The Rules allow for consolidation ⁷¹ and joinder ⁷² subject to several conditions.	The Arbitral Tribunal may decide to consolidate the arbitration with one or more other arbitrations into a single arbitration. ⁷³	The Rules allow for the consolidation of 2 or more arbitrations ⁷⁴ , joinder, ⁷⁵ and concurrent proceedings ⁷⁶ under several conditions.	The Rules allow for joinder provided that such third persons are parties to the arbitration agreement. ⁷⁷	<p>The Law allows for the joinder of third parties outside the arbitration agreement if an element of interest is involved and its participation is agreed upon by the parties to the dispute and approved by the arbitrator of the arbitral tribunal.⁷⁸</p> <p>Currently, there is no provision regarding consolidation and concurrent proceedings.</p>
Period for the Issuance of an Award	The Arbitration Tribunal shall issue its final Award within 30 (thirty) days of the conclusion of the hearings, except where it considers that the period must be extended adequately. ⁷⁹	The Arbitration Tribunal determines a day of hearing to read out the Award within a maximum period of 30 calendar days from the closing of the examination process. ⁸⁰	Before making any Award, the Tribunal shall submit such Award in draft form to the Registrar no later than 45 days from the date the Tribunal declares the proceedings closed, unless the Registrar extends the period of time or unless otherwise agreed by the parties. ⁸¹	<p>The arbitral tribunal must render its final award in six months, which starts to run from the date of the last signature by the arbitral tribunal or by the parties of the Terms of Reference or the date of the notification to the arbitral tribunal by the Secretariat of the approval of the Terms of Reference by the Court. The court may fix a different time limit based on the procedural timetable.⁸²</p> <p>The Court may extend the time limit pursuant to a reasoned request.⁸³</p>	Not specified.	Not specified.	Not specified. However, in expedited arbitration, the award shall be made within six months from the date of the constitution of the arbitral tribunal unless otherwise agreed by the parties. ⁸⁴	The award is pronounced no later than 30 (thirty) days after the examination is closed. ⁸⁵

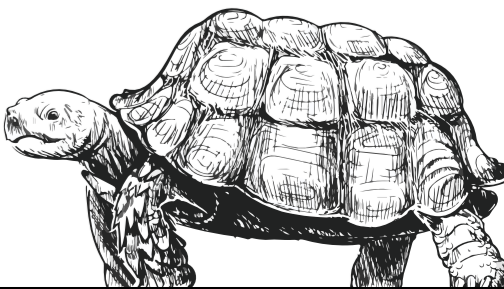




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Review of the Award	<p>Corrections can be requested by the Parties or made by the Arbitral Tribunal.</p> <p>Within 14 (fourteen) days after receipt of the Award, the parties may submit a request for the Arbitration Tribunal to correct any administrative errors and/or to make additions or deletions to the Award.⁷⁶</p> <p>The Arbitration Tribunal may correct any administrative errors in the award on its initiative within 14 (fourteen) days from the reading of the award.⁷⁷</p>	<p>Corrections can be requested by the parties or made by the Arbitral Tribunal.</p> <p>Within 14 (fourteen) calendar days from the receipt of the Award, the parties may submit a written request to the Arbitrator to make corrections to administrative errors.⁷⁸</p> <p>Within 14 (fourteen) calendar days from the date of the reading of the Award, the Tribunal may submit corrections to administrative errors.⁷⁹</p>		<p>Corrections can be requested by the parties or made by the Arbitral Tribunal.</p> <p>Any application of a party for an additional award as to claims made in the arbitral proceedings that the arbitral tribunal has omitted to decide must be made to the Secretariat within 30 days from receipt of the award by such party.⁸⁰</p> <p>On its initiative, the arbitral tribunal may correct any error, provided such correction is submitted for approval to the Court within 30 days from notification of the award by the Secretariat.⁸¹ Any application to correct an error must be made within 30 days of receipt of the award by such party.⁸²</p>	<p>Corrections can be requested by the parties or made by the Arbitral Tribunal.</p> <p>Within 28 days of receipt of any award, a party may request the Arbitral Tribunal to correct any error in writing.</p> <p>If the Arbitral Tribunal does not consider the request justified, it may issue an addendum to the award.⁸³</p> <p>The Arbitral Tribunal may also correct any error (including any error in computation, any clerical or typographical error, any ambiguity, or any mistake of a similar nature) upon its initiative in the form of an addendum to the award within 28 days of the date of the award, after consulting the parties.⁸⁴</p>	<p>Corrections can be requested by the parties or made by the Arbitral Tribunal.</p> <p>Within 30 days after receipt of the award, either party may request the arbitral tribunal to correct in the award any errors.⁸⁵ The arbitral tribunal shall make corrections within 30 days after receipt of the request but may extend such time limit if necessary.⁸⁶</p> <p>The arbitral tribunal may also make such corrections on its own initiative within 30 days after the date of the award.⁸⁷</p>	<p>Corrections can be requested by the parties or made by the Arbitral Tribunal.</p> <p>Within 30 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct errors in the award.⁸⁸</p> <p>The arbitral tribunal may make such corrections on its own initiative within 30 days after the communication of the award.⁸⁹</p>	<p>Within a maximum period of 14 (fourteen) days after the award is received, the parties may submit a request to the arbitrator or arbitral tribunal to make corrections to administrative errors and or add or subtract a decision claim.⁹⁰</p>

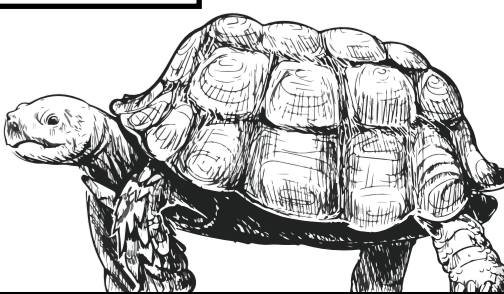




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Emergency Arbitrator	Not specified.	Not specified.	A party may, concurrent with or following the filing of a Notice of Arbitration but before the constitution of the Tribunal, apply for emergency interim relief with the Registrar. ⁹¹	A party that needs urgent interim or conservatory measures that cannot await an arbitral tribunal's constitution may apply for Emergency Measures. Any such application shall be accepted only if the Secretariat receives it before the transmission of the file to the arbitral tribunal and irrespective of whether the party making the application has already submitted its Request for Arbitration. ⁹²	At any time prior to the formation or expedited formation of the Arbitral Tribunal (under Articles 5 or 9A), any party may apply to the LCIA Court for the immediate appointment of a temporary sole arbitrator to conduct emergency proceedings pending the formation or expedited formation of the Arbitral Tribunal. ⁹³	A party requiring Emergency Relief may apply to HKIAC (a) before, (b) concurrent with, or (c) following the filing of a Notice of Arbitration but prior to the constitution of the arbitral tribunal. ⁹⁴	Not specified. However, in an expedited arbitration, unless otherwise agreed by the parties, there shall be one arbitrator. ⁹⁵ Such arbitrators shall be appointed jointly by the parties. ⁹⁶	Not specified.
Expedited Procedure, Interlocutory Decisions, Early Determination Procedure	The Arbitration Tribunal may make any provisional award or other interlocutory decisions appropriate. ⁹⁷	The arbitrator/Arbitral Tribunal has the right to issue provisional or interlocutory decisions if necessary. ⁹⁸	Before the constitution of the Tribunal, a party may file an application for an Expedited Procedure, subject to several criteria. ⁹⁹	The Expedited Procedure Rules outlined in Appendix VI shall apply if: a) the amount in dispute does not exceed the limit below: (a) US\$ 2,000,000 if the arbitration agreement under the Rules was concluded on or after 1 March 2017 and before 1 January 2021 or (b) US\$ 3,000,000 if the arbitration agreement under the Rules was concluded on or after 1 January 2021. b) the parties so agree. ¹⁰⁰	Any party may apply to the LCIA Court to expedite the appointment of a replacement arbitrator. ¹⁰¹	The Rules allow for the application of an Expedited Procedure before the constitution of the arbitral tribunal, subject to several conditions. ¹⁰² The arbitral tribunal may also, at the request of any party and after consulting with all other parties, decide one or more points of law or fact by way of an early determination procedure based on a number of bases. ¹⁰³	The arbitral tribunal may grant interim measures at a party's request. ¹⁰⁴ Besides that, parties may agree that disputes between them are to be referred to arbitration under the UNCITRAL Expedited Arbitration Rules. ¹⁰⁵	At the request of one of the parties, the arbitrator or arbitral tribunal may make a provisional award or other interlocutory award. ¹⁰⁶

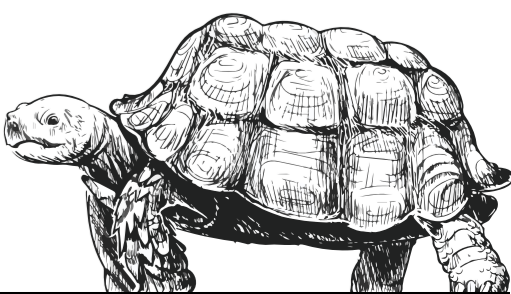




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Other Awards	Besides making a final Award, the Arbitration Tribunal may make interim, interlocutory, or partial Awards. ¹⁰⁷	Basyarnas may issue a Binding Opinion on issues regarding certain civil/muamalah legal relationships from an agreement. ¹⁰⁸	The Tribunal may, at the request of a party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate. ¹⁰⁹	ICC Arbitration Rules 2021 provides that the arbitral tribunal may order any interim, ¹¹⁰ partial, ¹¹¹ or additional award. ¹¹²	A party may apply to a competent state court or other legal authority for interim or conservatory measures that the Arbitral Tribunal would have the power to order. ¹¹³	The arbitral tribunal may make a single award or separate awards regarding different issues at different times and in respect of all parties involved in the arbitration in the form of interim, interlocutory, partial, or final awards. If appropriate, the arbitral tribunal may also issue interim awards on costs and any awards. ¹¹⁴	With notice to the other parties, a party may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal. ¹¹⁵	<p>The arbitral award may render a final, provisional, or interlocutory award.</p> <p>Furthermore, the parties to an agreement may request a binding opinion from an arbitral institution on certain legal relations of an agreement.¹¹⁶</p>





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1. Setyawati Fitrianggaeni is a Managing Partner at Anggraeni and Partners, Indonesia, Assistant Professor at the Faculty of Law University of Indonesia, and PhD Candidate at the World Maritime University, Malmö, Eva F Fauziah, Keisha Bucha, Irvana Ayunya Dewanto are from International Arbitration and Litigation Practice Group Anggraeni and Partners. Writers thanks Dr Hary Elias for his time to provide feedback on the article Junior Associate at Practice Group International Arbitration & Litigation at Anggraeni & Partners.

2. Indonesia, Law concerning Arbitration and Alternative Dispute Resolution, Law No. 30 of 1999, SG No. 138 Year 1999, SSG No. 3872, Elucidation of Art. 34 par. (2).

3. Law 30/1999, Art. 31 par. (1), “The parties in a clear and written agreement are free to determine the arbitration procedure used in examining disputes as long as they do not conflict with the provisions of this Law” and Art. 31 par. (2), “In the event that the parties do not independently determine the provisions regarding the arbitration procedure to be used in examination, and an arbitrator or arbitral tribunal has been formed in accordance with Article 12, Article 13 and Article 14, all disputes whose settlement is left to the arbitrator or arbitral tribunal will be examined and decided according to the provisions of this Law”.

4. Art. 10 par. (3) of BANI Arbitration Rules 2022.

5. Art. 5 par. (3) in conjunction with Art. 5 par. (5) Basyarnas Rules 2021.

6. Rule 13.2 of SIAC Arbitration Rules 2016.

7. Art. 13 par. (5) of ICC Arbitration Rules 2021

8. Art. 13 par. (6) of ICC Arbitration Rules 2021

9. Art. 6 par. (1) LCIA Arbitration Rules 2020

10. Art. 11 par. (2) HKIAC Administered Arbitration Rules 2018.

11. Art. 11 par. (3) HKIAC Administered Arbitration Rules 2018.

12. Art. 6 par. (7) UNCITRAL Arbitration Rules 2021.

13. Law 30/1999, Art. 12.

14. Art. 11 par. (1) of SIAC Arbitration Rules 2016.

15. Art. 11 par. (2) of BANI Arbitration Rules 2022.

16. Art. 5 par. (7) Basyarnas Rules 2021

17. Art. 5 par. (2) Basyarnas Rules 2021

18. Rule 10.1 of SIAC Arbitration Rules 2016.

19. Rule 9.3 of SIAC Arbitration Rules 2016.

20. Rule 11.1 of SIAC Arbitration Rules 2016.

21. Rule 11.3 of SIAC Arbitration Rules 2016.

22. Art. 12 par. (3) ICC Arbitration Rules 2021

23. Art. 12 par. (4) ICC Arbitration Rules 2021

24. Art. 12 par. (5) ICC Arbitration Rules 2021

25. Art. 5 par. (8) LCIA Arbitration Rules 2020

26. Art. 7 par. (1) letter (a) HKIAC Administered Arbitration Rules 2018.

27. Art. 7 par. (1) letter (b) HKIAC Administered Arbitration Rules 2018.

28. Art. 8 par. (1) letter (a) HKIAC Administered Arbitration Rules 2018.

29. Art. 8 par. (1) letter (b) HKIAC Administered Arbitration Rules 2018.

30. Art. 8 par. (1) letter (d) of HKIAC Administered Arbitration Rules 2018.

31. Art. 8 par. (1) UNCITRAL Arbitration Rules 2021.

32. Art. 9 par. (1) UNCITRAL Arbitration Rules 2021.

33. Law 30/1999, Art. 14 par. (2).

34. Law 30/1999, Art. 14 par. (3).

35. Law 30/1999, Art. 15 par. (1) and (2).

36. Art. 22 par. (4) letter (a) of BANI Arbitration Rules 2022.

37. Art. 15 par. (6) Basyarnas Arbitration Rules 2021

38. Rule 26.1 letter (a) of SIAC Arbitration Rules 2016.

39. Art. 25 par. (3) ICC Arbitration Rules 2021

40. Art. 21 par. (1) LCIA Arbitration Rules 2020

41. Art. 25 par. (1) HKIAC Administered Arbitration Rules 2018.

42. Art. 15 par. (3) UNCITRAL Arbitration Rules 2021.

43. Art. 25 par. (1) HKIAC Administered Arbitration Rules 2018.

44. Law 30/1999, Art. 50 par. (1).

45. Ibid, Art. 50 par. (4).

46. Art. 18 par. (1) of BANI Arbitration Rules 2022.

47. Art. 11 par. (1) Basyarnas Arbitration Rules 2021

48. Rule 19.2 of SIAC Arbitration Rules 2016.

49. Rule 19.4 of SIAC Arbitration Rules 2016.

50. Art. 22 par. (2) ICC Arbitration Rules 2021

51. Art. 14 par. (6) LCIA Arbitration Rules 2020

52. Art. 3 par. (1) of HKIAC Administered Arbitration Rules 2018.

53. Art. 17 par. (3) UNCITRAL Arbitration Rules 2021.

54. Law 30/1999, Art. 31 par. (1).

55. Ibid, Art. 31 par. (2).

56. Art. 9 par. (1) of BANI Arbitration Rules 2022.

57. Art. 9 par. (2) of BANI Arbitration Rules 2022.

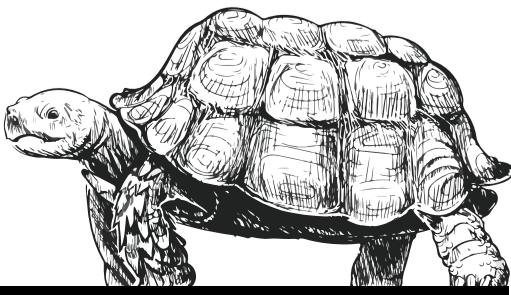
58. Art. 11 par. (4) in conjunction with Art. 11 par. (12) Basyarnas Arbitration Rules 2021

59. Rule 8.1 of SIAC Arbitration Rules 2016.

60. Rule 7.1. of SIAC Arbitration Rules 2016.

61. Art. 10 ICC Arbitration Rules 2021

62. Art. 7 ICC Arbitration Rules 2021





INDONESIAN TAKE ON ALTERNATIVE DISPUTE SETTLEMENTS PART (2) : SELECTION OF ARBITRATION RULES

By Setyawati Fitringgaeni, Eva F Fauziah, Keisha Bucha, Irvana Ayunya Dewanto¹

63. Art. 22 par. (7) LCIA Arbitration Rules 2020
64. Art. 28 par. (1) HKIAC Administered Arbitration Rules 2018.
65. Art. 27 par. (1) HKIAC Administered Arbitration Rules 2018.
66. Art. 30 par. (1) of HKIAC Administered Arbitration Rules 2018.
67. Art. 17 par. (5) UNCITRAL Arbitration Rules 2021.
68. Law 30/1999, Art. 30.
69. Art. 24 of BANI Arbitration Rules 2022.
70. Art. 17 par. (1) Basyarnas Arbitration Rules 2021
71. Rule 32.3 of SIAC Arbitration Rules 2016..
72. Art. 31 par. (1) ICC Arbitration Rules 2021
73. Art. 31 par. (2) ICC Arbitration Rules 2021
74. Art. 16 par. (1) UNCITRAL Arbitration Rules 2021, Appendix - UNCITRAL Expedited Arbitration Rules.
75. Law 30/1999, Art. 57.
76. Art. 33 par. (1) of BANI Arbitration Rules 2022.
77. Art. 33 par. (2) of BANI Arbitration Rules 2022.
78. Art. 21 par. (1) Basyarnas Arbitration Rules 2021
79. Art. 21 par. (2) Basyarnas Arbitration Rules 2021
80. Art. 36 par. (3) ICC Arbitration Rules 2021
81. Art. 36 par. (1) ICC Arbitration Rules 2021
82. Art. 36 par. (2) ICC Arbitration Rules 2021
83. Art. 27 par. (1) LCIA Arbitration Rules 2020
84. Art. 27 par. (2) LCIA Arbitration Rules 2020
85. Art. 38 par. (1) HKIAC Administered Arbitration Rules 2018.
86. Art. 38 par. (2) HKIAC Administered Arbitration Rules 2018.
87. Art. 38 par. (3) HKIAC Administered Arbitration Rules 2018.
88. Art. 38 par. (1) UNCITRAL Arbitration Rules 2021.
89. Art. 38 par. (2) UNCITRAL Arbitration Rules 2021.
90. Law 30/1999, Art. 58.
91. Rule 1 of SIAC Arbitration Rules 2016, Schedule 1.
92. Art. 29 par. (1) ICC Arbitration Rules 2021
93. Art. 9 par. (4) LCIA Arbitration Rules 2020
94. Schedule 4 par. (1) of HKIAC Administered Arbitration Rules 2018.
95. Art. 7 UNCITRAL Arbitration Rules 2021, Appendix - UNCITRAL Expedited Arbitration Rules.
96. Art. 8 par. (1) UNCITRAL Arbitration Rules 2021, Appendix - UNCITRAL Expedited Arbitration Rules.
97. Art. 18 par. (5) of BANI Arbitration Rules 2022.
98. Art. 18 par. (5) in conjunction with Art. 18 par. (6) Basyarnas Arbitration Rules 2021
99. Rule 5.1 of SIAC Arbitration Rules 2016.
100. Art. 30 par. (2) ICC Rules 2021
101. Art. 9 par. (17) LCIA Arbitration Rules 2020
102. Art. 42 par. (1) of HKIAC Administered Arbitration Rules 2018.
103. Art. 43 par. (1) of HKIAC Administered Arbitration Rules 2018.
104. Art. 26 par. (1) UNCITRAL Arbitration Rules 2021.
105. Art. 1 UNCITRAL Arbitration Rules 2021, Appendix - UNCITRAL Expedited Arbitration Rules.
106. Law 30/1999, Art. 32 par. (1).
107. Art. 25 of BANI Arbitration Rules 2022.
108. Art. 23 par. (1) Basyarnas Arbitration Rules 2021
109. Rule 30.1 of SIAC Arbitration Rules 2016.
110. Art. 28 par. (1) ICC Arbitration Rules 2021
111. Appendix IV (a) ICC Arbitration Rules 2021
112. Art. 36 par. (3) ICC Arbitration Rules 2021
113. Art. 25 par. (3) LCIA Arbitration Rules 2020
114. Art. 35 par. (1) of HKIAC Administered Arbitration Rules 2018.
115. Art. 39 par. (1), UNCITRAL Arbitration Rules 2021.
116. Law 30/1999, Art. 52.

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