Journal of Social Science Studies Vol. 4, No. 1, January 2024, pages 423 – 436

Business Dispute Resolution through Arbitration and Mediation within the National Legal Framework

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ARTICLE INFO

Article history:
Received 27 November 2023
Revised 17 January 2024
Accepted 21 February 2024

Key words:
Arbitration,
Mediation,
Business disputes,
Legal certainty,
Enforcement,
Confidentiality,
Case costs.

ABSTRACT

This article examines the resolution of business disputes through arbitration and mediation using normative legal methods. The study focuses on the construction of regulations in Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, as well as mediation regulations in court through PERMA No. 1 of 2016 and relevant electronic court service tools. The analysis assesses how norms shape forum selection, organize jurisdiction, and connect private mechanisms with court authority at the stages of registration, enforcement, and annulment of arbitration awards. The results of the study show that the design of arbitration emphasizes the finality of awards and limits legal remedies, but still requires judicial support for enforcement through execution. In court mediation, the obligation to undergo mediation before the main case examination provides space for agreement-based settlements that can be strengthened as peace deeds with executory force. This article then formulates normative measures for assessing the performance of arbitration and mediation based on four parameters: legal certainty, enforceability of outcomes, total costs, and confidentiality. Legal certainty is tested through the clarity of clauses, the validity of the process, and the finality of the outcome. Enforceability is measured by the accuracy of decision registration, the smooth issuance of writs of execution, and the strictness of grounds for cancellation under Article 70 of Law 30/1999. Total costs are analyzed through cost structure, cost allocation, and compliance with examination deadlines. Confidentiality is assessed based on document access arrangements, party discipline, and electronic process security. These measures are used to assess the suitability between norms and transaction needs, including the ability of the mechanism to handle high-value disputes, recurring disputes, and disputes requiring temporary protection. The article emphasizes the distinction between the position of legislation and the rules of arbitration institutions that apply due to the choice of the parties, so that procedural assessments remain rooted in Law 30/1999 and PERMA. The practical implication is that companies need to prepare decision mandates, contract filing systems, and confidentiality protocols from the pre-litigation stage. For the courts, the consistency of enforcement services determines the credibility of alternative dispute resolution nationally.

INTRODUCTION

Business dispute resolution is an inherent necessity in modern economic activities because commercial transactions always involve differences in interpretation, differences in expectations, and changes in circumstances that affect the performance of the parties' obligations. In practice, disputes can arise from procurement, distribution, financing, construction services, licensing, franchising, investment, and even cross-jurisdictional digital transactions. When disputes occur, businesses pursue two often conflicting interests: the firm and measurable restoration of rights, and the continuity of business relationships that are valuable for cash flow, reputation, and supply networks. At this point, out-of-court dispute resolution mechanisms become relevant because they offer a flexible procedural framework, maintain the confidentiality of business information, and reduce the exposure of conflicts to the public sphere. Arbitration and mediation are often chosen because they are considered more flexible than ordinary civil litigation, especially in disputes that

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require technical assessments, sensitive commercial data, or quick decisions to prevent prolonged operational disruptions (Prabowo, 2023). and because in many businesses, non-litigation mechanisms are considered more acceptable to the parties and are considered more socially just, especially in multicultural and relational business environments (Saputra et al., 2022). However, the choice of forum does not automatically produce good results, as the outcome is greatly influenced by the design of the clauses, the governance of the process, the quality of the mediator or arbitrator, and the parties' compliance with the decision or agreement.

The development of the national business ecosystem shows an increase in the complexity of contractual relationships, both between large companies and between companies and small and medium-sized enterprises (Yuspin & Aziz, 2022). This complexity is evident in the drafting of standard contracts, the use of electronic documents, data-based evidence, and supply chain cooperation involving many parties. In such conditions, prolonged dispute resolution risks increasing transaction costs, locking up working capital, disrupting project continuity, and encouraging defensive decision-making by management. Arbitration promises a final and binding decision, while mediation emphasizes voluntary agreements drawn up by the parties, which in business contractual relationships are directly related to efforts to maintain legal certainty and manage default risks proportionally (Darmawan et al., 2023). Both require the ability to design procedures from the outset, especially at the contract negotiation stage when arbitration and mediation clauses are drafted. Many business disputes escalate because dispute resolution clauses are vaguely written, do not set deadlines, are unclear about the chosen institution, or give rise to time-consuming jurisdictional debates.

In the Indonesian legal system, arbitration and mediation have a normative basis linked to the principles of freedom of contract, legal certainty, and the principles of simple, fast, and low-cost dispute resolution (Fakhriah & Afriana, 2023). The scope of application includes civil disputes in the field of trade, including those with international elements. However, the formulation of norms in legislation is not necessarily in line with implementation in the field. Implementation includes the readiness of the parties, the readiness of institutions, the competence of mediators or arbitrators, the use of technology for remote hearings, and mechanisms for the recognition and enforcement of arbitration awards, particularly international arbitration awards. In mediation, the challenges include the willingness to negotiate in good faith, the balance of bargaining positions, and the quality of facilitation so that agreements can be executed. In arbitration, the challenges are often related to costs, the selection of arbitrators, case administration, evidence management, and debates over the limits of court authority in the annulment or enforcement stages.

Arbitration and mediation also have a governance dimension that needs to be read as an institutional choice. Arbitration usually requires a more formal structure than mediation, including registration, appointment of arbitrators, trial schedules, exchange of documents, examination of witnesses or experts, and decisions. Mediation emphasizes communication design, emotional management in business conflicts, and interest-based negotiation. In corporate practice, the decision to choose a forum is influenced by considerations of cost, duration, reputation, the risk of information disclosure, and the need for internal precedents for risk management. The effectiveness of institutions and the quality of administrative services also influence perceptions of the success of dispute resolution mechanisms (Sudja'i et al., 2023). High-value disputes are often driven to arbitration because of the certainty of the outcome and the finality of the decision, while disputes involving long-term relationships are often better managed through mediation. However, this dichotomy does not always work because many disputes have a mixture of legal and relational elements. Therefore, the choice of mechanism needs to consider the nature of the dispute, the industry structure, and measurable business objectives, such as payment recovery, supply continuity, or trade secret protection. The effectiveness evaluation in this paper assesses various measures: speed, total cost, quality of results, compliance rate, and impact on the continuity of contractual relationships.

Attention to applicable Indonesian regulations requires a thorough reading of the framework for arbitration and alternative dispute resolution, civil court rules related to mediation in court, rules regarding judicial power, and provisions relevant to electronic transactions and evidence. In addition, certain fields have specific instruments, such as dispute resolution for financial services, employment, construction, or procurement. This shows that the approach to legal protection and prevention of violations is often sectoral and requires different compliance standards (Mustika et al., 2023; Noor et al., 2023). This diversity raises questions about consistency and coordination, especially for

businesses operating across sectors. In practice, businesses need a clear normative map: when mediation is mandatory, what is the position of settlement agreements, what are the procedures for registering arbitration awards, what are the limits of court intervention, and how to protect business confidentiality. This paper takes a normative legal approach to assess this framework, using regulatory texts as a starting point and then assessing their suitability for modern transaction needs and legally accountable dispute resolution governance.

Evaluating effectiveness requires a more careful approach than simply stating that arbitration is faster or mediation is cheaper. Effectiveness should be understood as the ability of a mechanism to produce tangible, enforceable results that are acceptable to the parties without increasing hidden transaction costs. Hidden costs can include opportunity costs due to project delays, reputational costs due to disputes becoming public, and renegotiation costs due to agreements not being operationally sound. Here, regulations play a role in setting boundaries: authority, procedures, minimum standards, and relations with the courts. This is also evident in various legal protection regimes that emphasize risk prevention from the early stages of business activities (Yani et al., 2023; Hardyansah et al., 2023). At the same time, regulations cannot replace the quality of clause design and case management by the parties. Therefore, this paper focuses on two axes: first, mapping and evaluating Indonesian regulations governing arbitration and mediation; second, assessing the effectiveness of implementation through legal and business indicators that can be formulated normatively.

The practice of resolving business disputes through arbitration and mediation in Indonesia often faces issues of clause design and procedural certainty (Fakhriah & Afriana, 2023). Imprecise clauses regarding the forum, institution, place of arbitration, number of arbitrators, language, and applicable law can trigger new disputes regarding competence and procedure before the subject matter is discussed. In mediation, clauses that state "deliberation" without time parameters and facilitation mechanisms often end up in lengthy correspondence without any enforceable results. This issue highlights the gap between the need for certainty for business actors and contractual practices that still treat dispute resolution clauses as an afterthought. This is especially true for small and medium-sized enterprises that face legal and administrative capacity constraints (Mardikaningsih & Arifin, 2021). As a result, the expected efficiency of arbitration or mediation is not always achieved and may even add layers to the process, prolonging the resolution.

The next issue relates to the relationship between dispute resolution institutions and the courts, particularly at the stages of registration, enforcement, and requests for annulment of arbitration awards. The normative framework that gives finality to arbitration awards in practice still intersects with court mechanisms for the purposes of enforcement and, in some circumstances, annulment. For business actors, the sticking point lies in the uncertainty of timing and variations in practice at the court level, including administrative issues, judges' understanding of arbitration doctrine, and standards of review. In mediation, issues arise regarding the quality of settlement agreements, whether they are sufficiently operational, and how to validate such agreements so that they have strong enforceability in the event of default. The needs that arise are certainty of the process, certainty of the form of documents, and certainty of legal consequences.

Another issue relates to the narrow understanding of effectiveness. In business disputes, relevant measures include speed, total costs, quality of decisions or settlements, confidentiality, and ease of implementation. However, these measures often interact with factors that are difficult to regulate, such as the balance of bargaining power, the parties' access to competent legal advice, and the case manager's ability to control procedural tactics. In arbitration, costs can increase due to the complexity of evidence and the use of experts. In mediation, the process can fail if the parties attend without a mandate to decide or without a willingness to open up settlement options. This paper frames these issues as scientific problems that need to be addressed through a normative evaluation of applicable regulations and their legal consequences for business actors.

Trade and investment move at a pace that demands certainty in dispute resolution. Many business contracts now involve the transfer of data, electronic documents, and cross-border communications, which complicates evidence gathering when disputes enter the ordinary litigation process. Arbitration and mediation are often agreed upon as they can be tailored to the nature of the transaction, including the use of fast schedules, evidence restrictions, closed meetings, and phased settlement options. However, the need for certainty still requires a normative evaluation of whether the available regulatory framework provides procedural standards that are sufficiently clear and can be used by business actors without significant interpretation

costs. Scientific review is also necessary to distinguish which issues stem from regulatory design and which stem from contractual practices, institutional capacity, or the behavior of the parties in the process.

In addition, the different characteristics of business disputes require careful mapping of the legal consequences of each mechanism. Mediation emphasizes agreement; arbitration emphasizes decisions. These two outcomes have different consequences for enforcement, compliance, and risk management. In the corporate world, the choice of dispute resolution mechanism is related to corporate governance, compliance, and risk control, as high-value disputes can affect financial statements, access to funding, and relationships with stakeholders. Evaluating regulations and their effectiveness offers practical benefits: it helps draft more precise clauses, assists in designing internal dispute resolution policies, and helps policymakers identify areas where norms need to be refined or provisions harmonized.

This paper aims to explain and evaluate the arbitration and mediation arrangements in the regulations currently in force in the Republic of Indonesia, as well as to formulate normative measures for assessing the effectiveness of their application in business disputes. The theoretical contribution is directed at refining the legal construction of the relationship between arbitration, mediation, and the courts, as well as establishing accountable evaluation indicators in business law studies. The practical contribution is directed at conceptual guidelines for the formulation of dispute resolution clauses and dispute management governance for business actors, so that the choice of forum is more in line with the objectives of legal certainty and the operational needs of the company.

RESEARCH METHOD

This study employs a normative juridical method with a qualitative literature review design. The object of study is positive legal norms governing arbitration, mediation, and their relationship with the authority of courts in business dispute resolution. Primary legal materials are positioned as the main reference for mapping the structure of authority, procedures, legal consequences, and provisions for the implementation of decisions or agreements. Secondary legal materials are used to reinforce conceptual explanations, including the doctrine of arbitration law, dispute resolution theory, and academic studies on the quality of procedures and the enforceability of dispute resolution outcomes. Tertiary legal materials are used selectively to assist in the search for terms and ensure consistency in the use of concepts. The focus of the analysis is on the internal consistency of norms, the compatibility of provisions, and points of interpretation that affect the certainty and enforceability of the results.

The literature search strategy is designed to collect academic works and official documents relevant to the research title. The search is conducted through academic databases, legal journal portals, publisher catalogues, and official regulation repositories to ensure the validity of regulatory texts. Inclusion criteria include: (a) reputable journals and academic books directly relevant to arbitration or mediation in business disputes, (c) having a verifiable publication identity through DOI or ISBN and official links.

Synthesis is conducted through thematic synthesis of normative and doctrinal findings. Quality assurance is carried out by recording the analysis trail, consistency of terms, and cross-checking between primary and secondary materials to prevent conclusions that exceed the normative basis. To maintain accuracy, any claim requiring academic support will only be cited if the source is verified by DOI or ISBN and official links; otherwise, the claim will be written as a regulatory-based normative description or omitted.

RESULT AND DISCUSSION

Arbitration and Mediation Arrangements in Business Dispute Resolution Regulations

In modern business practice, dispute resolution is required to be efficient and straightforward. Business dispute resolution must be presented as a quick and simple process (Ningsih, 2019). This is in line with the business world's need for legal certainty that does not hinder economic activity, especially for small and medium-sized enterprises with limited resources (Mardikaningsih et al., 2022; Hardyansah & Putra, 2023). Arbitration and mediation as mechanisms for resolving business disputes in the Republic of Indonesia are based on a normative framework that affirms the freedom of the parties to determine the forum for dispute resolution, as long as it concerns civil rights that are under the control of the parties (Sella & Taduri, 2023). The basis for this is Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Law 30/1999), which places arbitration as a means of civil dispute resolution outside the general court system based on a written agreement. The limitation of scope in Law 30/1999 is important for business disputes because it emphasizes that the objects that can be arbitrated are related to the field of trade and rights that are fully

controlled by the parties. This limitation also has implications: disputes concerning personal status, public authority, or matters that are declared by law to be non-arbitrable cannot be transferred to arbitration. At a fundamental level, this understanding is in line with Article 1338 of the Civil Code regarding the binding force of agreements, which is why arbitration clauses and mediation clauses need to be formulated as clear procedural agreements. This is especially true in digital platform-based business contracts and franchises characterized by an imbalance of bargaining power (Putra & Wibowo, 2023; Putra et al., 2022). In the business sector, these regulations require a disciplined reading of the elements of "written agreement", "field of trade", and "fully controlled rights", as these three elements determine the existence of arbitration authority as well as the position of the court when disputes are submitted through ordinary civil lawsuits. Based on Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, ADR is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside of court using consultation, negotiation, mediation, conciliation, or expert decisions (Situmorang, 2022). Law 30/1999 emphasizes the position of arbitration and ADR as the main instruments for resolving business disputes, emphasizing speed, simplicity, and legal certainty. This is also relevant in dealing with the complexity of digital transactions and cross-sector business relationships (Faridi et al., 2023; Anugroh et al., 2023).

The legal framework for arbitration in Indonesia emphasizes the position of written agreements as the primary basis for dispute resolution. Under Law No. 30/1999, arbitration is defined as a mechanism for resolving civil disputes outside the general court system based on written agreements. The normative consequences are sharp: once the parties are bound by an arbitration clause, the district court loses its jurisdiction to examine the same subject matter of the dispute, because absolute jurisdiction is transferred to arbitration (Fakhriah & Afriana, 2023). This principle is often formulated in practice as the obligation of the court to declare the claim inadmissible due to lack of jurisdiction when the arbitration agreement exception is proven. Normatively, this line is drawn to protect the parties' choice of forum and maintain certainty in the resolution process, as well as to prevent the use of courts as a means of pressure against economically weaker business actors (Indarto et al., 2023). In addition, the provisions of Law 30/1999 establish arbitration as a process that ends with a final and binding decision. This finality is relevant for high-value business disputes because it reduces the risk of multiple layers of proceedings that are common in litigation through appeals and cassation. In the realm of contract design, this regulation requires arbitration clauses to contain minimum elements that avoid new disputes about administration, such as the choice of institution or ad hoc, the number of arbitrators, the place of arbitration, the language, and the applicable law. The absence of these elements does not always invalidate the arbitration agreement, but it can add to the procedural stages that open up room for back-and-forth negotiations, making it difficult to achieve the efficiency objectives desired by business actors. Arbitration as an exclusive, final, and efficient forum requires careful drafting of clauses to achieve legal certainty. This is especially true in business contracts involving business networks and multi-layered distribution systems (Wibowo et al., 2023).

The finality of arbitration awards in Law 30/1999 cannot be separated from the framework of the national judicial system. The final and binding nature of arbitration awards in Law 30/1999 needs to be read in conjunction with the design of the national judicial system, which gives the court certain powers at the ratification and execution stages. Normatively, the finality of arbitration awards means that there is no appeal, cassation, or review of arbitration awards as decisions, because arbitration is not state adjudication (Ariani et al., 2023). However, finality is not synonymous with a complete absence of any relationship with the courts. Law No. 30/1999 actually emphasizes the existence of a functional relationship at the stage of decision registration and enforcement requests. At this point, the district court functions as a gateway for the enforcement of arbitration decisions if the losing party does not voluntarily comply with the decision. For business disputes, this arrangement reflects a normative compromise: the state respects the private choice of the parties through arbitration, but retains its monopoly on enforcement through the state's executive apparatus. This is in line with the principles of legal responsibility and business ethics in ensuring compliance with valid decisions (Darmawan, 2022). Consequently, the parties are obliged to manage the time and administrative risks in the post-decision phase. If this phase is not anticipated, a decision that is substantively favorable may be held up at the formal registration stage or face resistance in its implementation. From a normative legal perspective, this conclusion requires harmony between arbitration rules and the

principles of civil decision enforcement applicable in civil procedural law, including the practice of courts authorized to issue enforcement orders. The relationship between arbitration and the district court demonstrates a balance between private autonomy and state authority in ensuring the effectiveness of decisions.

Mediation as an instrument for dispute resolution occupies an important position in the Indonesian legal system. Mediation is a social and legal mechanism that has developed to meet the needs of society in resolving conflicts peacefully, while also forming a culture of cooperative and ethical relationships (Deineha, 2022). The regulation of mediation in the Indonesian legal system needs to be mapped out in two different ways, because the legal consequences are not the same. First, mediation outside of court, which is essentially part of alternative dispute resolution as defined in Law 30/1999, namely negotiations assisted by a neutral third party (mediator) to reach an agreement. Mediation is one of the main pillars of ADR that is very effective in handling disputes (Singh, 2023), especially in business relationships that require continued cooperation and business stability (Putra et al., 2022). The product of out-of-court mediation is a written agreement that is binding on the parties under contract law. Its binding force arises from the agreement, so its implementation depends on voluntary compliance or the use of civil mechanisms in the event of default. Second, mediation in court is regulated in Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Court (PERMA 1/2016). This PERMA requires judges to first attempt mediation before the case proceeds to the main dispute, with certain procedures, deadlines, and procedural consequences. For business disputes, the obligation of mediation in court affects litigation strategy: the parties must prepare their negotiating positions, decision-making mandates, and key documents from the outset so that the mediation process does not become a formality. This difference in channels is important normatively because it determines whether the results of mediation can immediately obtain executory power through a settlement agreement or remain at the ordinary contractual level. This has a direct impact on the certainty of implementation and the protection of business interests (Faridi et al., 2023). Mediation in Indonesia has two normative faces that both emphasize the importance of amicable settlement, but differ in their binding force and executory consequences.

In judicial practice, PERMA 1/2016 serves as a technical instrument that complements the legal framework. PERMA 1/2016 also needs to be understood as an instrument that binds the judicial environment, so that it fills the technical space that is not detailed by law. Normatively, PERMA regulates the stages of mediation, the appointment of mediators, the obligation to attend, good faith, confidentiality, and the consequences when mediation is successful or fails. Unless otherwise stipulated by law or unless the parties to the mediation agree to a waiver in writing, mediators and other participants in the mediation are obliged to comply with the principle of confidentiality (Prytyka et al., 2020). For the settlement of business disputes, the rules on the attendance of parties and representatives with decision-making authority determine the quality of the negotiations. In addition, PERMA 1/2016 provides a framework that allows settlement agreements to be recorded and confirmed in a decision in the form of a settlement deed, which has executory power. This distinguishes court mediation from private mediation: the results can immediately become the basis for enforcement, such as a final and binding decision. From a normative legal perspective, this difference changes business actors' calculations regarding the risk of non-compliance after the settlement. In business disputes, certainty of enforcement is often as important as the substance of the agreement, because the value of the transaction and the operational impact cannot always be tolerated if there is potential for default. Therefore, PERMA 1/2016 places mediation as a mandatory structured stage, not merely an ethical recommendation. However, procedural obligations still require quality facilitation and readiness on the part of the parties, because rules cannot force an agreement to be reached, but rather force a real opportunity for negotiation. PERMA 1/2016 affirms mediation as a mandatory stage that is oriented towards effective enforcement while maintaining a balance between formal procedures and the substance of the agreement.

The digitization of the judiciary has direct implications for how mediation is conducted within the Indonesian legal system. Developments in judicial administration and the use of technology have expanded the ways in which mediation is conducted, particularly through the regulation of case administration and electronic-based judicial services (Putra, 2023). The strengthening of electronic mediation through PERMA Number 3 of 2022 aims to improve the efficiency of judicial bureaucracy. Normatively, PERMA, which intersects with judicial digitization, should be read as a complement to the implementation of procedures, including methods of

summons, document exchange, and meetings that can be conducted electronically. For business disputes, electronic mediation meetings can reduce travel costs, speed up scheduling, and facilitate the involvement of decision-makers in different locations. This is relevant for cross-regional and cross-sectoral businesses (Hardyansah & Putra, 2023). However, normative legal analysis must still examine two things: first, the guarantee of authentication of the identity and authority of the parties present online, including the validity of the agreement on the terms of the settlement; second, the maintenance of confidentiality and security of business information, because mediation often touches on sensitive commercial data. If technical norms are not sufficiently clear, potential disputes may shift from the substance of the transaction to procedural disputes about the validity of the agreement or the validity of the process. Therefore, understanding electronic mediation requires its proper placement within the structure of procedural law and court administration, including synchronization with provisions regarding electronic documents and signatures in the national legal regime, as well as the Supreme Court's policy on electronic court services. Electronic mediation emphasizes the need for a balance between digital efficiency and procedural legal certainty.

A study of civil law reveals an interesting historical trail. The relationship between the authorities of arbitration institutions and courts in Law 30/1999 is most evident at the stages of registration, implementation and cancellation of decisions. Domestic arbitration decisions, in order to be enforceable, must be registered with the district court clerk's office. After that, enforcement in practice requires an order from the competent District Court Chief Justice, so that state enforcement officials can take enforcement action against non-compliant parties. This structure emphasizes that arbitration is a private mechanism for dispute resolution, while enforcement remains the authority of the state. Normative analysis requires attention to procedural consequences: delays in registration can affect the effectiveness of the award; errors in the relative jurisdiction of the court of registration can cause administrative delays; and resistance from the losing party can shift from a debate on the merits to a debate on procedure. At the same time, this design provides a signal for courts not to re-examine the substance of the dispute. The role of the court at this stage should be limited to facilitating enforcement, not substituting the arbitrator's assessment of facts and law. If this boundary is blurred, the finality promised by arbitration risks being eroded through the expansion of what appears to be administrative review but is in fact a re-assessment, something that is contrary to the basic idea of arbitration in Law 30/1999. This aspect confirms the continuity of regulation from the colonial period to the modern era.

The legal framework for arbitration in Indonesia demonstrates a balance between finality and correction mechanisms. In addition to enforcement, Law 30/1999 provides for the annulment of arbitration awards in limited circumstances. Article 70 of Law 30/1999 opens up the possibility of applying to a district court for annulment if there is evidence of forgery, the discovery of decisive documents that were previously concealed, or fraud in the examination of the dispute. Normatively, these grounds for annulment indicate that the legislators sought to preserve the finality of awards, while still providing for correction of serious and extraordinary procedural defects. In business disputes, annulment often becomes a point of contention because the losing party has an incentive to delay enforcement. Therefore, a normative legal reading should emphasize that annulment is not a disguised appeal. The court should focus on verifying that the grounds for annulment specified in the law are met, rather than re-evaluating the contract, the evidence, or the arbitrator's reasoning. At this stage, the quality of the arbitration procedure becomes important: the recording of hearings, document management, and transparency in the process of appointing arbitrators can be factors that reduce the scope for cancellation disputes. In other words, the functional relationship between arbitration and the courts should not be understood as a dualism of examination, but as a system that provides strict correction for serious deviations, while maintaining the certainty and finality of decisions. The position of arbitration as an instrument for dispute resolution whose credibility is maintained.

The discourse on the authority of the court in the context of arbitration highlights the limitations set by law. The obligation of the court to declare itself incompetent when there is an arbitration agreement needs to be placed within the framework of judicial power and civil procedure law. In general, district courts exercise judicial power in civil cases, but this authority can be set aside by an agreement between the parties to resolve certain disputes through arbitration in accordance with Law 30/1999. This principle is in line with the idea of limiting judicial authority based on absolute competence. From a normative perspective, arbitration clauses function as exceptions to the jurisdiction of the general courts,

so that the courts should not override such agreements simply because one of the parties has filed a lawsuit. However, the courts still need to conduct a limited preliminary examination to ensure that the arbitration agreement does exist, is in writing, and covers the dispute that has been submitted. This limited preliminary examination can be understood as a safeguard to prevent arbitration from being imposed on parties who never agreed to it, or on disputes that are indeed outside the scope of arbitration according to Law 30/1999. In business disputes, issues that often arise are arbitration clauses in standard terms and conditions, tiered clauses (mediation then arbitration), or contract amendments through addenda. Therefore, normative analysis emphasizes the need for clear wording of clauses and neat evidence of agreement. With strong evidence, the court should declare the claim inadmissible or declare that it has no jurisdiction, so that the resolution process returns to the agreed arbitration forum. This entire framework demonstrates consistency between the protection of the parties' agreement and legal certainty.

The discussion on mediation presents a different dynamic compared to the arbitration mechanism. The relationship between mediation and the court is different from that of arbitration. In court mediation, the court retains the authority to examine and decide cases if mediation is unsuccessful. PERMA 1/2016 changes the procedural sequence: mediation is placed as a mandatory stage preceding the main examination, so that the court's authority operates in two modes, namely facilitating peace and adjudicating. For business disputes, this design has a normative function as a filter, so that disputes that can actually be resolved through compromise do not immediately enter into lengthy proceedings. However, because the court remains the final forum if mediation fails, the parties often bring litigation strategies to the mediation table, such as withholding information or testing the strength of their opponents. Normatively, PERMA attempts to balance this situation through provisions on good faith and procedural consequences if the parties are uncooperative. On the other hand, mediation outside the court can be linked back to the court through the filing of a lawsuit for the enforcement of a settlement agreement in the event of default, or through a specific request for the agreement to obtain a stronger form according to procedural law. Thus, the relationship between mediation and the court is more flexible than arbitration: mediation can stand alone as a contract, but it can also be attached to the judicial process as a mandatory stage that results in a settlement deed. For business actors, this mapping is important in choosing the path that suits their needs for certainty of enforcement and the need to maintain business relationships. This framework demonstrates the flexibility of mediation as an instrument that complements the role of the court.

The framework for business dispute resolution in Indonesia shows the interaction between private mechanisms and the role of the state. Ultimately, the regulation of arbitration and mediation for business disputes in the Republic of Indonesia demonstrates a normative design that divides functions between private mechanisms and state authorities. Arbitration is positioned as a private channel arising from an agreement, producing final and binding decisions, while the courts are present at limited points, primarily registration, enforcement, and cancellation on grounds specified by law. Mediation is positioned as a channel that can be private or attached to court proceedings, with results that can take the form of a settlement agreement or an enforceable settlement deed. For business disputes, this design provides a wide range of options, but these options require contractual discipline and a good understanding of procedures. This is particularly important to ensure the protection of business actors, healthy competition, and the sustainability of national economic activities (Indarto et al., 2023; Wibowo et al., 2023). Clear arbitration clauses will reduce the scope for disputes over jurisdiction. The readiness of mediation organized with sufficient decision-making authority and data will increase the chances of reaching an enforceable agreement. In relation to the courts, it is important to ensure that the courts do not become a forum for reviewing arbitration awards and that the enforcement process and settlement agreements are orderly and measurable. This set of rules emphasizes the balance between legal certainty and flexibility in dispute resolution.

Normative Measures for Assessing the Effectiveness of Arbitration and Mediation in Business Disputes

The effectiveness of business dispute resolution mechanisms can be assessed through normative benchmarks derived directly from positive norms and tested on practical outcomes (Ivanda & Syaputri, 2023). In normative legal analysis, effectiveness is not measured by the satisfaction of the parties, but rather by the mechanism's ability to produce results that are legally valid, have procedural legitimacy, are enforceable, and guarantee legal certainty. This assessment is based on Law Number 30 of 1999

concerning Arbitration and Alternative Dispute Resolution (Law 30/1999) as the basis for arbitration and ADR outside of court, as well as Supreme Court Regulation Number 1 of 2016 as technical rules binding on courts regarding mediation procedures and the executory power of settlement results. If the parties choose an arbitration institution, the standard procedures of institutions such as BANI serve as binding private obligations based on agreement, making them relevant as parameters of procedural compliance even though their status differs from that of legislation. On this basis, the parameters of effectiveness can be formulated as a legal, measurable, and accountable assessment matrix, in line with the view that the effectiveness of business law is not only measured by the formal validity of norms, but also by its ability to shape ethical behavior, maintain business sustainability, and protect relationships with stakeholders (Mardikaningsih & Darmawan, 2022).

The dimension of legal certainty is the main benchmark for the effectiveness of dispute resolution mechanisms. In arbitration, legal certainty rests on the final and binding nature of the decision, which is normatively measured by the closure of ordinary legal remedies. Based on Law 30/1999, arbitration decisions are positioned as the final examination of the dispute, so that legal certainty is assessed based on the absence of opportunities for appeal or cassation against the substance of the decision (Fakhriah & Afriana, 2023). Effectiveness in this dimension is achieved if the arbitration process is based from the outset on a valid arbitration agreement, the scope of the dispute can be arbitrated, and the formation of the panel follows the agreement of the parties. In mediation, legal certainty is directly related to the form of the outcome. PERMA 1/2016 allows settlement agreements to be strengthened into a Settlement Deed that has the same executory power as a decision, so that the measure of legal certainty is assessed based on the clarity of the agreement, the validity of the parties' representation, and procedural compliance during the mediation process. This framework emphasizes legal certainty as the foundation of the legitimacy of arbitration and mediation, including in the context of the digital economy, which is prone to derivative disputes arising from data exchange, platform use, and business relationships based on electronic systems (Aziz et al., 2023).

The enforceability of outcomes is an important indicator of the effectiveness of business dispute resolution. This parameter assesses the extent to which arbitration or mediation outcomes can be enforced in practice when voluntary compliance does not occur. In arbitration, Law 30/1999 regulates enforceability through the registration of decisions and requests for enforcement to the district court with certain formal prerequisites (Sejati, 2023). The normative measures include the timeliness of registration, the completeness of documents, and the speed of issuing an enforcement order or writ of execution. Effectiveness in this dimension does not stop at normative victory, but rather at the system's ability to convert decisions into valid executions. In court mediation, enforcement is achieved through a Settlement Deed that contains measurable achievements, clear deadlines, and enforceable implementation mechanisms. Meanwhile, in out-of-court mediation, enforcement is assessed more strictly because the result is a settlement contract, which relies on the clarity of the clauses on performance, default, choice of forum, and evidence.

Court intervention in the enforcement of awards is an important indicator of the effectiveness of arbitration and mediation. In arbitration, the limits of court intervention determine whether certainty of enforcement can be maintained without re-examining the substance of the dispute. Law No. 30/1999 limits the annulment of arbitration awards to certain grounds as stipulated in Article 70, namely false documents, concealed documents, or fraud. Effectiveness in this dimension is not measured solely by the low number of annulments granted, because valid annulments actually reflect the functioning of corrective mechanisms to maintain the integrity of the process. The measure lies in normative balance: annulment does not become a substitute for appeal, but remains available as a guardian of the integrity of the process. From the perspective of business actors, effectiveness is achieved when the court applies strict review of annulment in accordance with the reasons set out in the law, and the arbitration institution maintains good case management so that the reasons set out in Article 70 are difficult to prove. In mediation, the parallel indicator is the resilience of the agreement to further disputes, which is determined by the clarity of the formulation of the award and the ability of the settlement agreement to close the space for double interpretation. Thus, effectiveness in this dimension requires a balance between judicial correction and certainty of results, which is also in line with the principle of prudence in preventing abuse of legal processes in the digital space (Muhammad et al., 2023).

The time dimension in the implementation of results is an important normative factor in assessing the effectiveness of dispute resolution. Law 30/1999

stipulates the obligation to register arbitration awards within 30 days of the award being pronounced as an objective parameter of procedural compliance (Sudjana, 2018). In normative analysis, non-compliance with this deadline has the potential to hinder the implementation of the award or give rise to administrative debates that reduce its effectiveness. Legal effectiveness requires that deadlines be understood as an integral part of the dispute resolution process, not merely an additional administrative stage. In court mediation, PERMA 1/2016 also sets a time limit for the mediation process, so that the normative measure is compliance with the schedule and valid extension mechanisms. For electronic mediation based on PERMA Number 3 of 2022, implementation is assessed based on the certainty of electronic administration, including document delivery, scheduling, agreement ratification, and protection of authentication and authority of the parties. If electronic procedures accelerate administration without compromising validity, implementation improves because geographical and time barriers are reduced, while the results remain enforceable. Thus, compliance with deadlines is an essential requirement for the legitimacy of dispute outcomes, which is also related to legal protection for business actors and workers in the digital sector who depend on the certainty of administrative processes (Wahyudi et al., 2023; Negara & Darmawan, 2023).

The time dimension is an important normative factor in assessing the implementation of dispute resolution outcomes. Law No. 30/1999 requires the registration of arbitration awards within 30 days of the award being pronounced as an objective procedural compliance parameter (Sudjana, 2018). Non-compliance with this deadline has the potential to hinder the implementation of the award and reduce its effectiveness through administrative debates. Normatively, the effectiveness of deadlines is understood as an integral part of the dispute resolution process, not merely an additional administrative stage. In court mediation, PERMA 1/2016 also sets a time limit for the mediation process, so that the normative measure lies in compliance with the schedule and valid extension mechanisms. In electronic mediation based on PERMA Number 3 of 2022, implementation is assessed based on the certainty of electronic administration, including document delivery, scheduling, agreement ratification, and protection of authentication and authority of the parties. If electronic procedures accelerate administration without compromising validity, implementation improves because geographical and time barriers are reduced, while the results remain enforceable. Therefore, compliance with deadlines is an essential requirement for the legitimacy of dispute outcomes and is directly related to legal protection for business actors and workers in the digital sector who depend on the certainty of administrative processes (Wahyudi et al., 2023; Negara & Darmawan, 2023).

The speed of the process as part of cost efficiency requires consistent procedural discipline. Total cost efficiency is also closely related to the speed of the process, which is determined by norms or rules agreed upon by the parties. Law 30/1999 is known to contain a time limit for arbitration proceedings, specified as 180 days from the formation of the arbitral tribunal. In normative analysis, this figure can be used as a benchmark for procedural discipline: whether the tribunal and the parties use their authority to maintain the schedule, control delays, and limit irrelevant submissions. However, the assessment of effectiveness should not stop at duration alone. A fast process that ignores the right to be heard and the opportunity for reasonable evidence can lead to the risk of cancellation or difficulties in execution, thereby increasing the total costs. Therefore, the appropriate normative measure is "fast with sufficient due process". This is where institutional standards of procedure, such as those of BANI, become important as additional binding parameters based on the agreement of the parties. Institutional rules typically govern case management, scheduling, and procedures for submitting evidence. Compliance with the rules provides procedural certainty that helps prevent derivative disputes over procedure, which ultimately saves costs. For mediation, effective speed is the speed that produces an enforceable agreement, not a vague agreement. Therefore, the normative measure lies in the quality of the draft agreement, the use of measurable performance clauses, and the arrangement of implementation mechanisms that avoid additional costs.

Cost analysis of disputes needs to distinguish between costs arising from mechanisms and those arising from the behavior of the parties. Still on the cost dimension, it is necessary to distinguish between costs arising from the mechanism itself and costs arising from the behavior of the parties. Norms can promote efficiency by setting time limits, giving case managers the authority to control the process, and imposing consequences for procedural non-compliance. In arbitration, the design of Law 30/1999, which makes decisions final, reduces the costs of multiple layers of litigation, but costs can

increase if the parties use strategies that broaden the scope of the dispute, such as filing many small claims that complicate the evidence. Therefore, the normative measure of total cost efficiency needs to include a "procedural proportionality" indicator that can be derived from the rules of the chosen arbitration institution. In court mediation, PERMA 1/2016 contains provisions regarding good faith and the consequences for parties who are absent or uncooperative. The normative measure of efficiency at this point is whether these provisions are applied consistently so as to prevent mediation from becoming a formality that continues to incur costs. For electronic mediation linked to PERMA 3/2022, total cost efficiency can be assessed by the reduction in logistics and administrative costs, but this must be balanced with security and confidentiality guarantees, as data leaks can create reputational and legal costs that far exceed the costs of a hearing. This framework emphasizes that cost efficiency must be in line with proportionality and protection of the integrity of the process.

Confidentiality is one of the main parameters that determine the credibility of business dispute resolution mechanisms. The fourth parameter is confidentiality, which in business disputes is often the reason for choosing arbitration or mediation. The normative measure of confidentiality must be built on two layers: the obligation to maintain the confidentiality of the process and the obligation to maintain the confidentiality of the results. Arbitration generally takes place behind closed doors based on the agreement of the parties and the rules of the institution, so the normative indicators are the existence of confidentiality clauses, document access arrangements, restrictions on the publication of decisions, and contractual sanctions in the event of a breach. In mediation, confidentiality is often stronger due to the nature of negotiations that require selective disclosure of information; procedural norms and mediator ethics usually emphasize the confidentiality of statements and documents that arise in mediation. In court mediation, there are particular challenges: courts work on the principle of open hearings at the examination stage, while mediation requires a closed space for negotiations to proceed. PERMA 1/2016 provides a framework to protect the mediation stage, so that the normative measure is the compliance of mediators, parties, and court officials not to use the content of the negotiations as open evidence, unless agreed upon. For electronic mediation, confidentiality indicators must include system security, access control, and document storage procedures, as business information leaks can damage bargaining positions, trigger market speculation, or give rise to derivative disputes outside the main dispute. Confidentiality protection is a normative requirement for the sustainability of trust between the parties. This confidentiality is in line with ethical and data protection requirements in the digital ecosystem, where failure to protect sensitive information can have significant legal and reputational consequences (Aziz et al., 2023; Muhammad et al., 2023).

Reputation protection through confidentiality is a normative dimension that determines the credibility of business dispute resolution. Confidentiality is also directly related to the protection of the reputation of business actors. In normative terms, reputation protection is not a psychological parameter, but rather a legal consequence of information disclosure or leakage. In arbitration, effective confidentiality requires case file management, restrictions on file distribution, and regulations on who may attend hearings. The rules of arbitration institutions such as BANI usually contain administrative provisions that can be used as benchmarks for compliance. The normative measure can be made operational: are there procedural orders prohibiting the parties from disseminating documents, are the decisions delivered only to the parties, and does the case manager have a mechanism for handling leaks? In mediation, the normative measure of confidentiality requires a written agreement on confidentiality, as well as a clear separation between negotiation materials and materials that can be used in litigation if mediation fails. In court mediation, this measure is linked to PERMA 1/2016 because these rules govern the nature and scope of mediation, including the confidentiality of the process and the role of the mediator. When mediation shifts to an electronic format, additional indicators come into play: user authentication, document integrity, and audit log mechanisms that can trace access. If these indicators are not met, the effectiveness of electronic mediation in terms of confidentiality decreases, even though time efficiency increases. Business reputation is only protected if confidentiality standards are consistently enforced.

All effectiveness parameters must be understood as a single, complementary assessment. In normative legal research, effectiveness is tested through the coherence of norms and their legal consequences, because legal certainty without enforceability, enforceability without confidentiality, or cost efficiency without procedural certainty all have the potential to cause further losses. Therefore, a good normative measure must be able to indicate trade-offs that are permitted by law while also establishing mandatory areas. In arbitration, mandatory areas

include the validity of arbitration agreements, the admissibility of the subject matter of the dispute, due process, and procedural compliance in accordance with Law 30/1999. In court mediation, mandatory areas include the implementation of mediation in accordance with PERMA 1/2016, the validity of representation, and agreements that can be incorporated into a settlement deed. In electronic mediation based on PERMA 3/2022, mandatory areas include the validity of electronic processes, authentication, and document integrity. Meanwhile, BANI's standard procedures serve as a source of valid private obligations as long as they are selected in the arbitration clause, thus becoming a benchmark for effective case management.

The digitization of transactions and the complexity of supply chains require normative indicators that can be tested consistently. For legal certainty, the indicators include the clarity of arbitration clauses, the existence of settlements that can be confirmed as deeds, and the availability of legal remedies. In terms of enforceability, indicators include deadline compliance, completeness of execution documents, time of issuance of the writ of execution, and restrictions on cancellation in accordance with Article 70 of Law 30/1999. For costs, the indicators are fee transparency, rational cost allocation, compliance with examination deadlines, and early settlement through mediation. Meanwhile, confidentiality is measured through confidentiality clauses, document management, access restrictions, and electronic system security.

CONCLUSION

This study concludes that arbitration and mediation in business disputes have different normative foundations but intersect at the point of implementation of the results. Arbitration is based on written agreements and produces final and binding decisions, so that certainty of the process and the closure of ordinary legal proceedings become the main measures at the stage of examining the main dispute. Mediation is agreement-oriented, and in court mediation, agreements can be confirmed as settlement deeds that have executory power. The relationship between private mechanisms and the court is functional in terms of registration, execution, and cancellation of arbitration awards on grounds limited by law. The normative measures of accountable performance include legal certainty, enforceability of results, total costs, and confidentiality, with indicators that can be tested through procedural compliance, output quality, and administrative discipline in implementation.

The practical implication of these findings is the need for dispute management to be designed from the contract stage. Companies need to ensure that dispute resolution clauses are precise, contain operational forum and procedure options, and anticipate the implementation phase through the courts. In mediation, agreements should be drafted as measurable performance documents, with clear deadlines and implementation mechanisms, so that they can be immediately incorporated into a settlement deed if the mediation takes place in court or enforced as an agreement if the mediation takes place outside of court. In arbitration, controlling total costs and time requires document management, limitation of disputed issues, and selection of proportional procedures.

First, the drafting of business contracts needs to include comprehensive dispute resolution clauses, including the determination of the forum, institution, venue, language, number of arbitrators or mediators, and the procedure for implementing the results. Second, the parties should prepare a decision mandate, a signing authority structure, and a list of core documents from the outset so that court mediation runs productively and the results can be easily translated into a settlement agreement. Third, in arbitration, the parties and the administering institution need to enforce strict discipline in terms of scheduling, evidence management, and confidentiality standards, including in the electronic exchange of documents. Fourth, district courts need to maintain consistency in the administration of registration and enforcement of arbitration awards within the limits of their authority, so that the finality of arbitration remains meaningful at the enforcement stage and does not turn into a re-examination of the subject matter of the dispute.

REFERENCES

Anugroh, Y. G., Hardyansah, R., Darmawan, D., Khayru, R. K., & Putra, A. R. (2023). Consumer Protection and Responsibilities of E-commerce Platforms in Ensuring the Smooth Process of Returning Goods in COD Transactions. *Journal of Social Science Studies,* 3(2), 89-94.

Ariani, T. B., Amaliya, L., & Ansari, T. S. (2023). Implikasi Hukum Perjanjian: Kekuatan Mengikat Klausula Arbitrase dalam Kontrak Kerjasama. *Recital Review*, 5(2), 288-304.

Aziz, A., Darmawan, D., Khayru, R. K., & Wibowo, A. S. (2023). Effectiveness of Personal Data Protection Regulation in Indonesia's Fintech

Sector. *Journal of Social Science Studies*, 3(1), 23-28.
Darmawan, D. (2022). Environmental Accountability through Business Ethics, Responsibility, Morals and Legal Obligations. *Bulletin of Science, Technology and Society*, 1(2), 1-6.
Darmawan, D., Saputra, R., Putra, A. R., & Irfan, M. (2023). Legal Analysis of Consumer Protection and the Legal Consequences of Default in House Sale-Purchase Agreements by Business Actors. *Journal of Social Science Studies*, 3(2), 31-38.
Deineha, M. (2022). Mediation as an Alternative Method of Dispute Resolution: International and National Practices in Legal Regulation. *Law. Human. Environment*, 13(4), 16-25.
Fakhriah, E. L., & Afriana, A. (2023). Cross border of Jurisdiction between Arbitration and District Court in Business Dispute Settlement under the Indonesian Legal System. Fiat Justisia: Jurnal Ilmu Hukum, 17(3), 287-298.
Faridi, F., Darmawan, D., Hardyansah, R., Putra, A. R., & Wibowo, A. S. (2023). Legal Protection for Online-Based Lending Consumers. *International Journal of Service Science, Management, Engineering, and Technology*, 4(2), 34-38.
Hardyansah, R., & Putra, A. R. (2023). Building Regional Economic Stability Through Effective Legal Protection for Micro, Small, and Medium Enterprises in Indonesia. *Journal of Social Science Studies,* 3(1), 15-22.
Hardyansah, R., Khayru, R. K., Issalillah, F., & Mardikaningsih, R. (2023). Law Enforcement on Infringement of Trademark Rights in Clothing Products for Consumer Protection and Healthy Market Competition. *Journal of Social Science Studies*, 3(2), 95-100.
Hardyansah, R., Putra, A. R., Khayru, R. K., & Arifin, S. (2023). Legal Implications of the Job Creation Law on the Concept and Liability of Individual Companies in Indonesia. *Journal of Social Science Studies,* 3(1), 259-270.
Indarto, T., Negara, D. S., & Darmawan, D. (2023). Legal Frameworks for Mitigating Monopoly Practices Adverse to MSMEs in Indonesia. *Journal of Social Science Studies*, 3(1), 1-8.
Indonesia. (1847). Kitab Undang-Undang Hukum Perdata (KUHPerdata/Burgerlijk Wetboek). Staatsblad Tahun 1847 Nomor 23. Sekretarian Negara Republik Indonesia. Jakarta.
Indonesia. (1981). Keputusan Presiden Nomor 34 Tahun 1981 tentang Pengesahan Konvensi New York 1958. Lembaran Negara Republik Indonesia Tahun 1981 Nomor 40. Sekretariat Negara Republik Indonesia. Jakarta.
Indonesia. (1999). Undang-Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 138, Tambahan Lembaran Negara Republik Indonesia Nomor 3872. Sekretariat Negara Republik Indonesia. Jakarta.
Indonesia. (2009). Undang-Undang Nomor 48 Tahun 2009 tentang Kekuasaan Kehakiman. Lembaran Negara Republik Indonesia Tahun 2009 Nomor 157, Tambahan Lembaran Negara Republik Indonesia Nomor 5076. Sekretariat Negara Republik Indonesia. Jakarta.
Ivanda, A. C., & Syaputri, M. D. (2023). Mediasi sebagai Alternatif Penyelesaian Sengketa Bisnis di Indonesia. *Jurnal Yustitia*, 9(2), 208-219.
Mahkamah Agung Republik Indonesia. (2016). Peraturan Mahkamah Agung Nomor 1 Tahun 2016 tentang Prosedur Mediasi di Pengadilan. Berita Negara Republik Indonesia Tahun 2016. Jakarta.
Mahkamah Agung Republik Indonesia. (2022). Peraturan Mahkamah Agung Nomor 3 Tahun 2022. Berita Negara Republik Indonesia Tahun 2022. Jakarta.
Mardikaningsih, R., & Arifin, S. (2021). Study on Education Level and Consequences of Licensing and Interest in Making Small Business Licensing. *Journal of Social Science Studies,* 1(1), 19-24.
Mardikaningsih, R., & Darmawan, D. (2022). Ethical Principles in Business Decision Making: Implications for Corporate Sustainability and Relationships with External Stakeholders. *Journal of Social Science Studies,* 2(2), 131-138.
Mardikaningsih, R., Azizah, E. I., Putri, N. N., Alfan, M. N., & Rudiansyah, M. M. D. H. (2022). Business Survival: Competence of Micro, Small and Medium Enterprises. *Journal of Social Science Studies (JOS3),* 2(1), 1-4.
Muhammad, A. I., Saputra, R., Pakpahan, N. H., Darmawan, D., & Khayru, R. K. (2023). Ethics and Legality in the Dissemination of Information on Traffic Accident Victims Through Digital Media. *Journal of Social Science Studies*, 3(2), 235-244.
Mustika, D. H., Darmawan, D., Wibowo, A. S., & Gautama, E. C. (2023). Legal Protection and Preventive Measures by BPOM Against the Circulation of Illegal Cosmetics in Indonesia. *Journal of Social Science Studies*, 3(2), 61-70.
Negara, D. S., & Darmawan, D. (2023). Digital Empowerment: Ensuring Legal Protections for Online Arisan Engagements. *Bulletin of Science, Technology and Society,* 2(2), 13-19.
Ningsih, A. S. (2019). Alternative Dispute Resolution

as Soft Approach for Business Dispute in Indonesia. In *2nd International Conference on Indonesian Legal Studies (ICILS 2019),* 26-33.

Noor, T., Putra, A. R., Suyuti, M., Khayru, R. K., Hariani, M., Issalillah, F., & Mardikaningsih, R. (2023). Implementation of Criminal Regulations on The Use of Hazardous Chemicals in Food Distribution. *International Journal of Service Science, Management, Engineering, and Technology*, 4(3), 13-17.

Prabowo, E. A. (2023). Studi Literatur: Efektivitas Mediasi Sebagai Alternatif Penyelesaian Sengketa Bisnis di Luar Pengadilan. Birokrasi: Jurnal Ilmu Hukum dan Tata Negara, 1(4), 277-287.

Prytyka, Y., Izarova, I., & Serhij, K. (2020). Towards Effective Dispute Resolution: A Long Way of Mediation Development in Ukraine. *Asia Life Sciences*, 29(1), 387-397.

Putra, A. R., Hardyansah, R., & Wibowo, A. S. (2022). Ethical Foundations of Franchisor-Franchisee Relationships and Their Influence on Business Performance Outcomes Across Franchise Systems. *Journal of Social Science Studies*, 2(2), 279-284.

Putra, A. R., & Wibowo, A. S. (2023). Royalty Fee Arrangement in Franchise Business and its Legal Implication in Indonesia. *Journal of Social Science Studies,* 3(1), 171-176.

Putra, M. I. D. (2023). Problematika Mediasi di Luar Pengadilan sebagai Model Resolusi Sengketa Bisnis. Privat Law, 11(1), 104-116.

Saputra, R., Pakpahan, N. H., Hardyansah, R., Darmawan, D., & Dirgantara, F. (2022). Comparison of Mediation and Litigation in Dispute Resolution: The Impact of Culture on Fairness and Acceptability of Outcomes in Multicultural Societies. *Journal of Social Science Studies,* 2(2), 107-114.

Sejati, D. R. R. (2023). Penyelesaian Sengketa Wanprestasi secara Alternatif Melewati Badan Arbitrase Nasional Indonesia (BANI). *Indonesia Journal of Law and Justice,* 1(3), 1-12.

Sella, C., & Taduri, J. N. A. (2023). The Comparison between Indonesia and the Netherlands Regarding Commercial Dispute Arbitration. *Journal of Private and Commercial Law*, 7(1).

Singh, B. (2023). Unleashing alternative Dispute Resolution (ADR) in Resolving Complex Legal-Technical Issues Arising in Cyberspace Lensing E-Commerce and Intellectual Property: Proliferation of E-Commerce Digital Economy. *Revista Brasileira de Alternative Dispute Resolution-Brazilian Journal of Alternative Dispute Resolution-RBADR*, 5(10), 81-105.

Situmorang, M. (2022). Measuring The Effectiveess of Consumer Dispute Resolution on Small Value E-Commerce Transaction. *Jurnal Penelitian Hukum De Jure*, 22(4), 537-550.

Sudja'i, S. I., Farid, M., Evendi, W., Darmawan, D., & Wibowo, A. S. (2023). The Effectiveness of the Service of Making a Trading Business License at The Investment Office of the One-Stop Integrated Service of Surabaya City. *International Journal of Service Science, Management, Engineering, and Technology,* 4(1), 1-4.

Sudjana, S. (2018). Efektivitas dan Efisiensi Penyelesaian Sengketa Kekayaan Intelektual melalui Arbitrase dan Mediasi berdasarkan Undang-Undang Nomor 30 Tahun 1999. *AJUDIKASI: Jurnal Ilmu Hukum*, 2(1), 81-96.

Wahyudi, E., Darmawan, D., & Hardyansah, R. (2023). Legal Protection for Online Ojek Drivers Who are Victims of Fictitious Order. *Bulletin of Science, Technology and Society*, 2(2), 37-43.

Wibowo, A. S., Darmawan, D., Halizah, S. N., & Mardikaningsih, R. (2023). Optimizing the Principles of Healthy Business Competition and the Role of KPPU for a Fair Economy in the Digital Era. *Journal of Social Science Studies*, 3(1), 95-100.

Yani, A., Darmawan, D., Hardyansah, R., Marsal, A. P., & Da Silva, E. B. (2023). Legal Protection of Famous Trademarks in Indonesia: Between National Regulation and Global Counterfeiting Challenges. *Journal of Social Science Studies*, 3(1), 115-120.

Yuspin, W., & Aziz, A. (2022). Business Dispute Settlement Through Mediation in State Courts and Arbitration Institutions. International *Journal of Social Science Research and Review*. 5(10), 352-358.

***J. Junaidi, R. Hardyansah, A. R. Putra. (2024). Business Dispute Resolution through Arbitration and Mediation within the National Legal Framework, *Journal of Social Science Studies* 4(1), 423 – 436.**