



## The Effectiveness of the Implementation of the Principle of Confidentiality in the Enforcement of Arbitral Awards in Indonesia

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### ABSTRACT

Litigants through ordinary courts (national of a country) have been generally considered ineffective for entrepreneurs. Therefore, the settlement of cases outside the court on the basis of peace is allowed by law in this case the law on judicial power. This is intended to facilitate the settlement of business disputes arbitration institutions have several advantages over the general judiciary. These advantages include guaranteed confidentiality of the parties' disputes from the public. Delays caused in procedural and administrative matters can be avoided. The parties may select arbitrators who, in their belief, have knowledge and experience in resolving business disputes. However, there is a conflict between the principle of confidentiality in arbitration proceedings with the obligation to register an arbitration award to the court to obtain an executive warrant, where the court will provide case numbering and the hearing schedule will be uploaded to The Case Tracking Information System (SIPP). Initially, the public did not know that there was an arbitration hearing between Company A and Company B, but because of the system of registering decisions in court to obtain a writ of enforcement, the public became aware that there was an arbitration decision on a dispute between Company A and Company B, so that the effectiveness of the confidentiality principle did not work effectively and a Judicial Review of Article 59 of the arbitration law and APS was necessary for the implementation of the principle of confidentiality perfectly on the enforcement of arbitration decisions in Indonesia.

## INTRODUCTION

Almost every day hundreds of business transaction activities occur both domestically and with the outside world. The ongoing business transaction activities cause everything to move dynamically but still demand a healthy business ethics. The parties involved in a business transaction must be able to create a good business contract. A business relationship must adhere to the principle of good faith (good faith) as the most fundamental part of a business relationship. The implementation of the principle of good faith in a trade relationship based also on healthy trade ethics include trade principles based also on healthy ethics include the principles of honesty, openness, trust, compliance and mutual trust will undoubtedly be able to encourage the creation of healthy business practices.

From unhealthy business practices it is impossible to avoid disputes between the parties involved. Any type of dispute whatever happens, always demands solving and settlement. The more and more extensive the trading activity, the more there is a frequency of disputes. This means that more and more disputes need to be resolved. Allowing business disputes to be resolved too late, resulting in inefficient economic development. In the business world where the pattern of relationships between the perpetrators will be more oriented to things that are simple and efficient, therefore a framework is needed that is able to frame and adequately meet the legal needs of business people in interacting, namely in the form of more effective business dispute resolution.

The parties to the dispute can choose between two existing forums that will be used to resolve disputes between them which can be done "In Court Disputes Settlement" or "Out of Court Disputes Settlement". As for what is meant by "In Court Disputes Settlement" is a form of dispute resolution arising through a litigation process of the general judiciary based on applicable laws and regulations. Settlement of trade disputes conducted outside the General Court by using forums and procedures based on the agreement of the parties. Arbitration is a form of non-litigation dispute resolution that has its own character and consequences.

In law No. 14 of 1970 as amended by law No. 35 of 1999 as amended again by law No. 4 of 2004 on the basic provisions of judicial power Article 3 Paragraph 1 has laid the foundation that the settlement of cases outside the court on the basis of peace (arbitrage) is still allowed. Given that there

are a number of obstacles that arise in the judicial environment when resolving cases or business disputes. Business contracts almost all use or include arbitration clauses in them, meaning that arbitration institutions have become an alternative dispute resolution.

In the business world is very prominent role and use of arbitration clauses. Business people from developed countries always demand the inclusion of arbitration clauses in every business agreement they enter into with the Indonesian side. On the contrary, there is a reluctance on the part of business people to enter into business relationships without being bound by an arbitration agreement.

The authority of arbitration shall be based on the existence of an arbitration agreement made and signed by the parties before or after the dispute. The agreement of the parties who wish to resolve trade disputes through arbitration is set forth in a separate or separate arbitration agreement with the main agreement, or made into one unit with the main agreement.

There are several forms of regulations that have been passed in Indonesia to legalize arbitration, namely::

- a. Article 615 to Article 651 of the Civil Procedure regulation (regulation opde Rechtswordering, Staatsblad 1847 : 25) and Article 337 of the updated Indonesian regulation (Rechtsreglement Buitengewesten, Staatsblad 1927: 227). This provision is no longer valid after Law No. 30 of 1999 on arbitration and alternative dispute resolution applies.
- b. Law No. 5 of 1968 on the ratification of the agreement "Convention on Settlement of investment Disputes between States and National of Other States" (ICSID) or the convention on settlement of foreign capital disputes between states.
- c. PERMA No. 1 of the 1990 rules of conduct on the recognition and enforcement of foreign arbitral awards. This provision has been adapted according to law No. 30 of 1999, so that this provision is no longer valid.
- d. Law No. 3 of 1999 on arbitration and Alternative Dispute Resolution.

In law No. 3 of 1999 contains two forms of philosophy in it, namely: First, the laws and regulations applicable in civil settlements in addition to being submitted to the General Court is also open to the possibility of dispute resolution is submitted through arbitration and Alternative Dispute Resolution. Second, the laws and regulations that apply to dispute resolution through

arbitration before this law takes effect are no longer in accordance with the development of the business world and the law in general.

If we see today that in the courts, civil cases can be followed by outsiders and the decisions are also pronounced in open hearings with the possibility of reporting in the mass media. But in the arbitration procedure is not the case, the consideration is due to the "confidential" nature. As a result, to obtain data on the development of Arbitration in Indonesia is rather difficult.

The arbitral award is final and binding meaning that the arbitral decision is directly binding on both parties and has permanent legal force. To close the possibility of the use of further legal remedies that differ from the decision of the general judiciary, there are still opportunities to use various legal remedies provided by law. Law No. 30 of 1999 article 59 provides that the arbitral decision must be registered with the District Court to obtain legal force in the enforcement of the enforcement.

The principle of confidentiality should be implemented from the examination of arbitration disputes to the decision. But then after the arbitration award is handed down, the decision must be registered with the District Court to obtain executory power. This means that the principle of confidentiality that was originally applicable does not apply before the District Court. This is what makes the author interested in researching with the title "the effectiveness of the implementation of the principle of confidentiality in the enforcement of Arbitration Awards in Indonesia".

## METHOD

The approach used in this writing is based on normative juridical methods, namely legal research that starts from the prevailing laws and regulations (statute approach) associated with the problems discussed. Legal entities in this study can be distinguished into sources of research in the form of primary legal entities and primary legal materials and secondary legal entities. Primary legal material consists of legislation, official records or minutes in lawmaking. And secondary materials in the form of all publications on law that are not official documents publications on law include textbooks, legal dictionaries, legal journals and commentaries on court decisions.

## RESULTS AND DISCUSSION

### A. Obligations For Registration Of An Arbitration Award To The Court

In the development of investment activities, in addition to being influenced by many internal factors, be it natural potential, demographics and various deregulations, it is also strongly influenced by external factors. External factors can lead to a decrease in the amount of capital being relocated from developed countries to developing countries. The development of investment in Indonesia is still dominated by East Asian countries. The reduced flow of investment is caused by some developed countries are allocating some of its funds for social properties in addition to that Indonesia is also facing offers from foreign countries.

The procedure for resolving legal disputes through arbitration in Indonesia is regulated by the Arbitration Act and APS in Chapter IV. This chapter provides for the procedure used before the arbitral tribunal. This chapter is divided into two, namely (Nugraheni, M. C, 2020):

- a. The chapter governing the arbitration procedure is contained in Articles 27 to 48.
- b. The chapter that regulates the provisions regarding witnesses and expert witnesses contained in articles 49 to Article 51.

In the examination of legal disputes through arbitration is carried out behind closed doors. The Arbitration Act and the APS protect parties who are resolving legal disputes through arbitration. All procedures passed are protected by confidentiality and guaranteed not to be accessed by outside parties who are not interested or related. This is clearly different from the Civil Procedure Code used in courts where there are hearings generally conducted openly (UU Arbitrase dan APS. Pasal 27).

Usually in initiating the arbitration process, the parties and the arbitrator first agree on the language used during the conduct of the arbitration process. The language used in all arbitration proceedings in Indonesia is Indonesian. However, the use of a language other than Bahasa Indonesia can be done if the parties to the legal dispute and the appointed arbitrator agree (djkn.kemenkeu, 2024).

The principle of enforcement of an arbitration award is that the parties to the award have the obligation to execute it voluntarily. If one of them refuses to implement the arbitrase decision, then the other party can ask the chairman of the District Court to order the defaulter to implement the decision with an enforcement order from the

chairman of the District Court (UU Arbitrase dan APS. Pasal 59-64).

The arbitration law and the APS and their explanations do not specify in the registry of which court an arbitration award may be registered. However, if referring to Yahya Harahap's explanation in the book he wrote entitled arbitration, then the District Court that can execute the arbitration award is the District Court that has authority relative to the arbitration. The benchmark for determining the authority of the District Court is the place where the arbitral award is taken. The competent District Court is the one that has the area of law including the place where the arbitral award is read and decided by the arbitrator. The determination of its relative authority is the same as that applicable when determining the authority for the enforcement of a decision of a District (Yahya Harahap, 1991).

However, this provision is not absolute because the District Court whose jurisdiction covers the place where the arbitration award is taken can delegate the enforcement to other district courts. This is possible if in a case, for example, the arbitral award is taken in an arbitration located elsewhere because the parties who have a legal dispute for example from the beginning chose the city of Bandung as the place of Arbitration (A. Sitompul, 2023). So based on the relative authority, the enforcement is owned by the Bandung District Court. But in that case, almost all the goods to be executed turned out to be located in another city. If something like this happens, then the authority to carry out the enforcement can be carried out by other district courts in accordance with the location of the goods to be executed, but must be based in advance with the delegation of the Bandung District Court for example (Timex, H., 2013).

If in Article 39 of Law No. 30 of 1999 provides that after receiving a letter of demand from the applicant, the arbitrator or the chairman of the arbitral tribunal submits a copy of the demand to the respondent with an order that the respondent must respond and give his answer in writing within a maximum of 14 (fourteen) days from the receipt of the copy of the demand by the respondent and Article 40 of law no. 30 of 1999 States about the obligation of registration of the arbitrage decision to the court, namely First, immediately after receiving the answer from the respondent on the order of the arbitrator or the chairman of the arbitral tribunal, a copy of the answer is submitted to the applicant and second, simultaneously, the arbitrator or the

chairman of the arbitral tribunal orders that the parties or their.

## **B. The Importance Of The Principle Of Confidentiality In The Enforcement Of Arbitral Awards**

Arbitration has experienced tremendous growth in recent times and has become the preferred choice of dispute resolution mechanism for parties in commercial disputes. One of several reasons for its popularity is the private nature of the arbitration process, which helps the parties maintain the confidentiality of their disputes. The principle of confidentiality in the arbitration process implies that information, documents, evidence presented during the proceedings and the award rendered, should not be made public. The parties and the court are obliged to maintain the confidentiality of such content, with reasonable exceptions. This principle has significance because the commercial dissemination of sensitive information has the potential to have consequences ranging from reputational damage to monetary losses for interested parties (Helmi Kasim, 2018).

The principle of confidentiality remains an unresolved issue before the judicial authorities. In the dispute if we look at the international world for example Amazon-Future a while ago, the breach of confidentiality clause was raised as a significant concern by Future Group (IANS, 2020). The clause is intended to prohibit the parties involved in the arbitration from disclosing the contents of the arbitration proceedings except for the purpose of enforcing the award, thereby creating controversy over the disclosure of such information during the court proceedings. The Court of Appeal of England and Wales was also faced with the issue of confidentiality in connection with the principles of open justice in the context of arbitration proceedings at the beginning of this year. Noting that the confidentiality of the arbitration involves the public interest as well as the private interest of the parties, the court affirmed that the contractual arbitration agreement of the parties will be the fulcrum for making a decision on the protection of confidentiality. Canadian courts have also repeatedly addressed this issue, stating that the application for confidentiality of arbitration disputes before the court needs to be evaluated on a case-by-case basis depending on the actual need, in order to protect the public trust. administration of Justice.

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In Law No. 30 of 1999 provides that "all examinations of disputes by arbitrators or arbitral tribunals are conducted behind closed doors". The above provision clearly states all dispute hearings take place closed to the public. Bani's rules of procedure also affirm the principle of confidentiality stipulated in Article 14 paragraph 5 at the time of the examination of the dispute. This is to further confirm the confidential nature of the arbitration settlement.

Article 27 Of Law No. 30 of 1999 as well as the BANI rules of procedure do not provide exceptions to the closed nature of examination sidings in arbitration proceedings. In fact, the parties also must not override the provisions of this Closed Principle. This is because the formulation of Article 27 provides an indication of the coercive nature of the provision, providing that "all" dispute hearings by arbitrators or arbitral tribunals are conducted behind closed doors. So close the possibility of irregularities. This means that if the parties wish for the examination to be published, it is the obligation of the parties themselves to publish it.

The principle of confidentiality relating to decisions in law no. 30 of 1999 does not provide that the verdict should be pronounced with the door closed. The definition of Private and Confidential includes everything related to the subject, object,

procedure to the decision. Based on the spirit of "confidentiality", the decision must be pronounced with the door closed. In the rules of procedure BANI also does not provide that the verdict should be pronounced with the door closed.

The principle of public hearing in "in court dispute settlement " is absolute and permanent. The principle is non-negotiable, except in certain cases permitted by law. It is different from international arbitration. ICSID for example that in its provisions the arbitral award is made with a closed door and confidential but this principle can be set aside by the parties (Ainun, 2021).

In Article 48 paragraph 5 of the ICSID provides that "the centre shall not publish the award without the consent of the parties", the award may not be published by the centre without the consent of the parties. Indeed, this provision is directed against the verdict, and does not mention the ability to publish the examination. However, if the decision may be published as long as it is agreed by the parties, it provides a condition for the ability to hold a public hearing examination as long as the parties agree.

According to Article 57 of Law No. 30 of 1999 provides that the verdict be pronounced no later than 30 days after the examination closes. Because it is still in the series of Arbitration procedural law, the decision by the arbitral tribunal can be pronounced in a closed door. The arbitral award may be published meaning that the results of the decision on the dispute are known to the public and this is outside the arbitration proceeding. In order to be more clear about the concept of "private and confidential" which includes the examination of disputes up to the reading of the arbitration award.

The advantage of dispute resolution according to arbitration is the autonomy of the parties. The parties to the dispute have the full right in choosing the arbitration forum, place of Arbitration, applicable law, arbitrator and language. Including the settlement of arbitration disputes carried out in a closed and confidential manner. The parties want the settlement of business disputes by arbitration to be closed and not known by the public so that the "Corporage Image" is maintained.

In the references to arbitration, there are no specific obligations of the parties to maintain the principle of privacy and confidentiality. Therefore, the principle is made by the parties themselves so that the parties have a moral obligation to the arbitration process based on private and confidential motivation as desired.

In general, the obligations of the parties under the principle of confidentiality apply equally to the

obligations assumed by the arbitrator. For example, providing information on all matters concerning the dispute to the competent party without the consent of the parties themselves. If the principle of confidentiality is violated by the parties, the parties themselves determine the penalty based on the arbitration agreement made.

The principle of Private and Confidential is an exception to the principle of open-to-the-public siding applicable in ordinary Civil Procedure Law. Setting the principle of Private and Confidential is to avoid publicity of dispute resolution through arbitration against the parties to the dispute. The principle of Private and Confidential as affirmed in law No. 30 of 1999 article 37 concerns each stage in the examination of the dispute up to the reading of the decision.

As a comparative study of confidentiality in the arbitrase decision, pelu also looked at the arbitrase decision paradigm from several countries, namely (Arbitration,2024):

1. UK, France and Malaysia, Australian Esso cases are contrary to common law in the UK where courts generally imply confidentiality provisions in arbitration agreements both as a matter of business effectiveness (*Insurance Co. V Lloyd's Syndicate and Hassneh Insurance Co v Mew* [1993 ] 2 Lloyd's rep 243) or as a term arising from the nature of the arbitration proceedings, the contract itself or as a matter of law (*Liverpool City Council v Irwin* [1976] all er 39; *Dolling-Baker v Merret* [1991 ] 2 all ER 136 and *Ali Shipping Corp v Trogir Shipyard* [1998] 2 all ER 136;). in France the court recognized the obligation of confidentiality ineligible (*Aita v Ojeh*). In the case of *Ali Shipping Corp*, the UK court of Appeal stated, "...As far as the juridical nature of the term is concerned, whilst I note that in *Hassneh Insurance Co v Mew* [1993]2 Lloyd's Rep 243 at 246, Coleman J commented that 'the implication of the term should be based on custom or business efficacy' I consider that the term implied should be considered inherent as a matter of law. It appears to me that, adhering to the principle that the obligation of confidentiality (whatever its exact limits) arises as a corollary of the privacy of the arbitral proceedings, the court submits to the emerging term 'as to the nature of the arbitral proceedings. the contract itself implicitly requires'"
2. Australia, Sweden and the United States, the Supreme Court of appeal of Australia in *Esso Australia Resources Ltd v The Honourable*

*Sidney James Ploughman* (Minister of energy and minerals) & 2 others (1995) 128 ALR 391 decides on appeal if a dispute arises when two public utility companies (the second and the third respondent) refuse to pay an increase in the price of gas supplied by *Esso Australia* (the appellant) under a specific agreement containing an arbitration clause. *Esso Australia* refused to provide details of the calculation of price increases to utility companies unless they signed confidentiality agreements to protect the information. *Esso Australia* refused to provide details of the calculation of price increases to utility companies unless they signed confidentiality agreements to protect the information. The minister requested a statement that information disclosed to utility companies (which falls under the purview of his ministry) by *Esso Australia* would not be subject to confidentiality obligations, stating that utility companies are under a legal obligation to disclose such information. *Esso Australia* requests a statement to the contrary that the information disclosed in the arbitration will remain confidential and will not be disclosed to third parties, stating that such information, if made public, would harm *Esso Australia's* commercial interests. There is an element of community interest in this case because the price charged to the utility company will affect the price paid by the community. The High Court of Australia ruled (by a majority of four to one) that a general duty of confidentiality was not implied in the arbitration agreement. Mason CJ assesses, there are various instances in which an arbitral award or process can be disclosed. This includes appeals to the courts, judicial review, and enforcement proceedings. Disclosure may also be necessary to comply with statutory, regulatory, or insurance requirements. The judge considered that confidentiality was a byproduct of privacy and not "an essential attribute of private arbitration that obliges each party not to disclose proceedings or documents and information provided in and for the purposes of Arbitration". Because confidentiality is not an essential attribute, "there is no basis for implication [into an arbitration agreement] as an issue or necessity." confidentiality can be expressly agreed but cannot be automatically implied. This approach has also been adopted by the Swedish court (*Trade Finance Incorporated v Bulgarian Foreign Trade Bank Ltd.* ((1998)

Stockholm city court, case No. T-111-98) and the United States (United States v Panhandle Eastern Corp. (1998) 118 FRD 346 (D. Del)). In view of this, the parties are advised to expressly include confidentiality obligations in their arbitration agreement when they intend to conduct arbitration in one of those countries.

If we look at Article 59 of Law No. 30 of 1999 (Pasal 59 UU Arbitrase 7 APS):

1. Within a maximum period of 30 (thirty) days from the date the judgment is pronounced, the original sheet or authentic copy of the arbitration award is submitted and registered by the arbitrator on his behalf to the Registrar of the District Court..
2. Submission and registration as referred to in Paragraph (1), shall be made by recording and signing at the end or at the edge of the decision by the Clerk of the District Court and the arbitrator or his proxy who submits, and the record is a registration deed.
3. The arbitrator or his proxies shall submit the decision and the original sheet of appointment as arbitrator or its authentic copy to the Registrar of the District Court.
4. Non-fulfillment of the provisions as meant in Paragraph (1), resulting in the arbitral award can not be implemented.
5. All costs associated with the creation of the registration deed are charged to the parties

From the above we see that there is a conflict between the principle of confidentiality in arbitration proceedings with the obligation to register an arbitration award to the court to obtain an executive order, where the court will provide case numbering and the hearing schedule will be uploaded to The Case Tracking Information System (SIPP).

Initially, the public did not know that there was an arbitration hearing between Company A and Company B, but because of the system of registering decisions in court to obtain a writ of enforcement, the public became aware that there was an arbitration decision on a dispute between Company A and Company B.

Confidentiality and privacy are interrelated in their operation, but differ conceptually and functionally from each other. Broadly and conceptually, confidentiality includes the Prohibition of disclosing arbitration-related information to third parties who are not parties to the arbitration. Privacy deny access and presence of third parties to the arbitral tribunal. Looking at the combination of privacy and confidentiality, 'the degree of privacy over personal information provided to either party

during the arbitration process is covered by the confidentiality of that process and the resulting award' (Sianipar, 2024). Thus identifying further differences regarding the meaning and scope of confidentiality and Privacy, although the concept of Arbitration privacy is generally uniform across national legislation and institutional regulations. Common among the laws and regulations governing the confidentiality and privacy of arbitration proceedings is the functional failure of both to adequately address the widespread use of technology services in international commercial arbitration and the functional consequences of such use to the confidentiality and privacy of Arbitration (Nobumichi Teramura,2024).

## CONCLUSION

The obligation to register an arbitration award to the Court (vide Article 40 of the arbitration law and APS) becomes ambiguous / contradictory to the spirit of out-of-court dispute resolution, especially arbitration which guarantees confidentiality. Many entrepreneurs are willing to resort to arbitration because there is a guarantee of confidentiality but at the time of registration of the arbitration award to the court all guarantees of confidentiality are destroyed. So it is necessary to conduct a Judicial Review of Article 59 of the arbitration law and APS for the sake of the implementation of the principle of perfect confidentiality towards the enforcement of Arbitration Awards in Indonesia.

## REFERENCES

- Ainun Fadillah, F., & Amalia Putri, S. (2021). ALTERNATIF PENYELESAIAN SENGKETA DAN ARBITRASE (LITERATURE REVIEW ETIKA). *Jurnal Ilmu Manajemen Terapan*, 2(6), 744–756. <https://doi.org/10.31933/jimt.v2i6.486>
- Ariman Sitompul. (2023). Kebijakan Kriminal Dalam Sistem Peradilan Serta Penanggulangan Kejahatan di Indonesia (1st ed.). Malang : Mazda Media.
- CDE v. NOP [2021] EWCA Civ 1908 (Inggris).
- Gayo, S. (2023). Advantages & Disadvantages Of Mediation And Conciliation As An Industrial Relations Dispute Resolution Option. *International Asia Of Law and Money Laundering (IAML)*, 2(1), 25–32. <https://doi.org/10.59712/iaml.v2i1.56>

- Helmi Kasim. (2018). "Arbitrase sebagai Mekanisme Penyelesaian Sengketa Penanaman Modal". *Jurnal RechtsVinding*, 7 (1), 79-96.  
<https://www.djkn.kemenkeu.go.id/kpknl-manado/baca-artikel/13628/Arbitrase-Dan-Alternatif-Penyelesaian-Sengketa.html> diakses 24 Agustus 2024  
[https://www-aiac-world.translate.google/news/189/CONFIDENTIALITY-IN-ARBITRATION:-Fundamental-Virtue-or-Mere-Illusion?x\\_tr\\_sl=en&x\\_tr\\_tl=id&x\\_tr\\_hl=id&x\\_tr\\_pto=tc](https://www-aiac-world.translate.google/news/189/CONFIDENTIALITY-IN-ARBITRATION:-Fundamental-Virtue-or-Mere-Illusion?x_tr_sl=en&x_tr_tl=id&x_tr_hl=id&x_tr_pto=tc) diakses tanggal 24 Agustus 2024.
- IANAS, ' Klausul kerahasiaan titik nyala terbaru dalam perselisihan Amazon-Masa Depan ' CNBC (28 Oktober 2020),  
<https://www.cnbctv18.com/business/companies/confidentiality-clause-latest-flashpoint-in-amazon-sengketa-grup-masa-depan-7323981.htm> .
- Nobumichi Teramura\*, Leon Trakman, Confidentiality and privacy of arbitration in the digital era: pies in the sky?, *Arbitration International*, 2024, XX, 1–30  
<https://doi.org/10.1093/arbint/aiae017>  
Advance access publication 17 July 2024.
- Nugrahenti, M. C. (2020). Analisa Yuridis Terhadap Pengunduran Diri Arbiter Menjelang Sidang Putusan. *Literasi Hukum*, 4(1), 14-30
- Pasal 59 UU Arbitrase 7 APS.
- Shailesh Dhairyawan v. Mohan Balkrishna Lulla (2016) 3 SCC 619 (Ind.).
- Sianipar, M. R. B., Sahputra, R., & Sitompul, A. (2024). Obstacles Faced by The Curator, As Well As The Efforts Made by The Curator In Conducting Actio Pauliana Against Bankruptcy Assets. *SEIKAT: Jurnal Ilmu Sosial, Politik Dan Hukum*, 3(4), 303–313.
- <https://doi.org/10.55681/seikat.v3i4.1418>
- Siregar, T. (2018). Keberadaan Arbitrase di Kota Medan. *JURNAL MERCATORIA*, 11(1), 20–36.  
<https://doi.org/10.31289/mercatoria.v11i1.1514>
- Timex, H. (2013). Pelaksanaan Dan Pembatalan Putusan Arbitrase. *Lex Privatum*, Vol.1, (No.2), pp.79–90.  
<https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/1706>
- UU Arbitrase dan APS. Pasal 27.
- UU Arbitrase dan APS. Pasal 59-64
- Yahya Harahap, 1991, *Arbitrase*, Pustaka Kartini, Jakarta, pp.392.
- Safnul, D. (2023). Legal protection of the rights and obligations of the parties in the settlement of construction service contract disputes through Arbitrase. *Legalpreneur Journal*, 2(1), 133-144.
- Gayo, S., & Hj. Yeon, A. L. (2012). Corporate Social Responsibility, Business and Human Rights Standards in Indonesia. *Journal of Governance and Development (JGD)*, 8, 49–52. Retrieved from <https://ejournal.uum.edu.my/index.php/jgd/article/view/14303>
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