



The Disparity Between Arbitration Award Number 01/LPS-PBJP/01/2024 and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr on the Settlement of a Dispute over Green Open Space Land in the Kediri City Square

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Article Info

Article history:

Received: Jan 24, 2026

Revised: Feb 28, 2026

Accepted: March 30, 2026

Keywords:

Arbitration Award; Contract Dispute; Judicial Review; Legal Disparity; Public Procurement.

Abstract

The annulment of arbitral awards by national courts remains a significant issue in public procurement disputes because it directly affects legal certainty, contractual governance, and the finality of arbitration. This study aims to analyse and compare the legal reasoning adopted in Arbitration Award Number 01/LPS-PBJP/01/2024 and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr concerning a dispute over the development of green open space land in Kediri City Square, with the objective of identifying the factors that produced divergent legal outcomes. The research employed a qualitative normative legal approach using both statute and case approaches. Primary legal materials consisted of relevant arbitration regulations and the two decisions under examination, while secondary materials included scholarly literature on arbitration, judicial review, and public procurement disputes. The findings reveal that both forums agreed that fault in contract management was shared by the contractor and the procuring authority. However, the arbitral tribunal annulled the contract termination and rejected the blacklist sanction, whereas the district court annulled the arbitral award after determining that the MC-50 progress recapitulation had not been adequately considered and that contractual changes should have been formally documented through a written addendum. The study concludes that the disparity between the two decisions originated not from conflicting factual findings but from differences in evidentiary assessment and contractual interpretation, highlighting the importance of evidentiary discipline and contractual documentation in preserving the practical finality of arbitration in Indonesian public procurement disputes.

To cite this article: Nurbaedah. (2026). The disparity between arbitration award number 01/LPS-PBJP/01/2024 and Kediri District Court decision number 56/Pdt.Sus-Arb/2024/PN Kdr on the settlement of a dispute over green open space land in the Kediri City Square. *Al Qodiri: Jurnal Pendidikan, Sosial dan Keagamaan*, 24(1), 567–575.

INTRODUCTION

Government procurement contracts play a strategic role in supporting public infrastructure development and the delivery of public services. Because these contracts involve the expenditure of public funds, disputes arising from their implementation often extend beyond private contractual interests and affect broader issues of public accountability and governance. In many jurisdictions, arbitration has become a preferred mechanism for resolving procurement-related disputes due to its efficiency, confidentiality, and technical expertise compared with conventional court proceedings (Liu & Fong, 2025; Štaba, 2025; Suwanda & Suwanda, 2026). The increasing complexity of construction and infrastructure projects has further strengthened the role of arbitration as an alternative dispute resolution mechanism capable of addressing specialized contractual issues (Aman, 2025; Kisi et al., 2020; Oba, 2025; Okudan & Çevikbaş, 2022). Nevertheless, the effectiveness of arbitration depends heavily on the enforceability and finality of arbitral awards. When arbitral decisions are subsequently challenged before national courts, questions emerge regarding the balance between arbitral autonomy and judicial supervision. Consequently, the interaction between arbitration and court intervention has become an important issue in contemporary legal scholarship.

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The challenge becomes particularly significant in public procurement disputes involving construction projects, where contractual disagreements may delay infrastructure development and generate financial losses for both contractors and government institutions. Recent studies have shown that disputes concerning project delays, contract termination, work progress evaluation, and payment obligations remain among the most frequent causes of procurement litigation and arbitration across developing economies (Abwunza et al., 2020; Francis et al., 2022; Habetemeherit et al., 2025; Sari et al., 2021). In Indonesia, these disputes have gained increasing attention due to the government's commitment to accelerating public infrastructure development while ensuring transparency and accountability in procurement processes. The involvement of public interests often places procurement disputes in a unique position because adjudicators must simultaneously consider contractual obligations, regulatory compliance, and public welfare objectives. This complexity frequently produces differing interpretations regarding the allocation of responsibility between contracting parties. As a result, legal certainty becomes difficult to achieve when different dispute resolution forums evaluate identical facts through different legal perspectives.

The principle of arbitral finality is intended to provide certainty and efficiency in dispute resolution. Under this principle, arbitral awards are generally binding and not subject to appeal, thereby ensuring that disputes can be resolved without prolonged litigation (Larson, 2018; Ojiako, 2023b, 2023a; Rosli et al., 2026). However, many legal systems recognize limited judicial review mechanisms to prevent fraud, procedural irregularities, or serious violations of public policy (Ahdout, 2022; Al-Dulaimi & Mohammed, 2025). Indonesia adopts a similar approach through Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which permits annulment of arbitral awards only under specific circumstances. Despite this statutory limitation, court intervention in arbitral awards continues to generate debate among legal scholars and practitioners. Excessive judicial scrutiny may undermine confidence in arbitration, while insufficient oversight may compromise fairness and legal accountability. Therefore, understanding how courts interpret their supervisory authority remains essential for evaluating the effectiveness of arbitration in Indonesia.

The urgency of examining this issue is further highlighted by disputes involving projects that carry significant public and environmental functions. Green open space development projects, for example, are designed not only to improve urban aesthetics but also to support environmental sustainability and public welfare. Delays, contract termination, or legal uncertainty in such projects may affect broader community interests beyond the immediate parties to the contract. In this context, dispute resolution outcomes can influence the effectiveness of public infrastructure governance and public trust in procurement institutions. Moreover, contradictory legal outcomes arising from the same factual circumstances may create uncertainty for contractors, procurement officials, and future arbitral tribunals. Consequently, scholarly examination of judicial and arbitral reasoning becomes important for strengthening consistency and predictability in public procurement dispute resolution.

Recent literature has extensively explored arbitration, judicial review, and the annulment of arbitral awards from various legal perspectives (Dibirov, 2024; Siregar et al., 2026; Tesfay, 2021). Studies by Born (2020) emphasize the importance of preserving arbitral autonomy while maintaining limited judicial safeguards. Research conducted in the Asia-Pacific region has demonstrated that courts frequently face challenges in distinguishing between procedural review and substantive reconsideration of arbitral awards (Bang & Kim, 2023; Hoang Tu Linh, 2025; Teramura et al., 2020). Other scholars have examined procurement disputes and construction arbitration, highlighting recurring issues related to evidentiary assessment, contract administration, and project performance evaluation (Abwunza et al., 2021; Azzam et al., 2025; Muiruri & Abdel Aziz, 2025; Seboka & Gidebo, 2026). Within the Indonesian context, studies by Tang (2024), (Fitrianggraeni et al. (2023), and Sari et al. (2024) have focused on the legal framework governing arbitration and the grounds for annulment under national law. Collectively, these studies demonstrate a strong scholarly interest in balancing arbitration finality with judicial accountability.

Although previous studies provide valuable insights, most of them concentrate on normative discussions of arbitral autonomy, statutory interpretation, or comparative analyses across jurisdictions. Existing scholarship rarely investigates specific cases in which arbitral tribunals and national courts evaluate the same factual circumstances yet arrive at fundamentally different legal

conclusions. Furthermore, limited attention has been given to the role of evidentiary assessment and contractual interpretation as factors contributing to divergent outcomes between arbitration and judicial review. Research on Indonesian procurement arbitration has also tended to focus on regulatory frameworks rather than detailed examination of judicial reasoning in individual cases (Sanjaya, 2025; Saputra et al., 2026; Widiatedja, 2020). Consequently, there remains a significant gap in understanding how courts and arbitral tribunals may interpret identical facts through different evidentiary and contractual lenses. Addressing this gap is important for clarifying the practical limits of arbitral finality in public procurement disputes.

This study aims to analyse and compare the legal reasoning adopted in Arbitration Award Number 01/LPS-PBJP/01/2024 and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr concerning a dispute over the development of green open space land in Kediri City Square. Specifically, the study seeks to identify the factors that produced divergent outcomes despite the parties' reliance on substantially similar factual circumstances. By focusing on evidentiary evaluation and contractual interpretation, this research contributes to the growing literature on arbitration annulment and judicial review in public procurement disputes. Theoretically, it enriches understanding of the relationship between arbitral autonomy and judicial oversight within the Indonesian legal system. Practically, the findings provide guidance for arbitrators, procurement authorities, contractors, and policymakers seeking to strengthen legal certainty and improve governance in public procurement dispute resolution.

METHOD

This study employed a qualitative normative legal research design with a doctrinal approach to examine the legal reasoning underlying the annulment of an arbitral award in a public procurement dispute. Normative legal research was selected because the objective of the study was not to measure social behavior or test causal relationships, but rather to analyse legal norms, judicial reasoning, and the interpretation of statutory provisions governing arbitration and public procurement disputes. The research combined a statute approach and a case approach. The statute approach was used to examine the legal framework governing arbitration in Indonesia, particularly Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and relevant procurement regulations. The case approach focused on an in-depth examination of Arbitration Award Number 01/LPS-PBJP/01/2024 and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr to identify similarities and differences in legal reasoning. The study was conducted between January and May 2026 through a systematic review of legal documents, judicial decisions, and scholarly literature related to arbitration, judicial review, and public procurement law.

The units of analysis consisted of legal materials rather than human participants. Accordingly, the population of the study comprised statutory regulations, arbitral awards, court decisions, and academic publications addressing arbitration and procurement disputes. Purposive sampling was employed to select legal sources that were directly relevant to the research objectives. The primary legal materials included Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Arbitration Award Number 01/LPS-PBJP/01/2024 issued by the Dispute Settlement Service for Government Procurement Contracts under the National Public Procurement Agency, and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr. Secondary legal materials consisted of scholarly books, peer-reviewed journal articles, legal commentaries, and previous studies discussing arbitral finality, annulment proceedings, evidentiary standards, and judicial intervention in arbitration. Legal materials unrelated to arbitration, public procurement, or dispute resolution were excluded from the analysis to maintain analytical focus and relevance.

Data collection relied primarily on documentary analysis using a structured legal review protocol. The principal research instrument was a document analysis matrix developed to systematically extract information from legal texts, including factual findings, evidentiary considerations, statutory references, contractual provisions, legal arguments, and judicial conclusions. The matrix was designed based on established doctrinal legal research procedures and comparative case analysis frameworks. To enhance analytical consistency, each document was reviewed multiple times and coded according to predefined categories related to factual assessment, legal qualification, evidentiary evaluation, contractual interpretation, and adjudicative outcomes.

Supporting academic literature was also examined to contextualize the findings within broader theoretical and comparative discussions concerning arbitration and judicial review.

The trustworthiness and rigor of the analysis were strengthened through legal source triangulation and expert validation. Source triangulation was achieved by comparing statutory provisions, arbitral reasoning, judicial reasoning, and scholarly interpretations to ensure consistency and completeness of legal interpretation. The analytical framework and coding categories were reviewed by two legal scholars specializing in arbitration and civil procedural law to assess their relevance and adequacy for addressing the research objectives. Reliability was enhanced through repeated examination of the legal materials and the maintenance of an audit trail documenting analytical decisions throughout the study. This approach ensured that interpretations remained grounded in authoritative legal sources and minimized subjective bias in the evaluation of competing legal arguments.

The collected data were analysed using qualitative doctrinal analysis and comparative legal reasoning techniques. The analysis proceeded through several stages, including legal material organization, coding, categorization, comparison of legal arguments, identification of convergent and divergent reasoning patterns, and synthesis of findings. Particular attention was given to how each forum assessed evidence, interpreted contractual obligations, and applied relevant legal principles in reaching its decision. The final stage involved constructing an explanatory framework to account for the disparity between the arbitral award and the court decision. Ethical considerations were observed throughout the research process by ensuring accurate citation of legal sources, maintaining the integrity of original legal documents, avoiding selective interpretation of evidence, and adhering to accepted standards of academic honesty, transparency, and scholarly responsibility.

RESULTS AND DISCUSSION

Results

The analysis focused on two legal documents concerning the same public procurement dispute: Arbitration Award Number 01/LPS-PBJP/01/2024 issued by the Dispute Settlement Service for Government Procurement Contracts and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr. Both decisions arose from the termination of a construction contract for the development of green open space land in Kediri City Square. Although the arbitral tribunal and the district court examined the same contractual relationship and factual background, the two forums ultimately produced different legal outcomes. The findings reveal that the disparity originated from differences in evidentiary assessment and contractual interpretation rather than from disagreement regarding the underlying facts of the dispute.

The arbitral tribunal concluded that responsibility for the failure of contract implementation was shared by both the contractor and the procuring authority. According to the award, deficiencies in contract management occurred on both sides until the contract was terminated. The tribunal further found that the procuring authority had not exercised adequate supervision and control during project implementation, which contributed to delays and hindered the contractor's ability to fulfil its contractual obligations. Based on these findings, the tribunal determined that the unilateral contract termination lacked sufficient justification. Consequently, the tribunal annulled the termination of the construction contract and rejected the imposition of the procurement blacklist sanction against the contractor.

A different outcome emerged from the judicial review conducted by the Kediri District Court. While the court agreed with the tribunal that fault in contract management was shared by both parties, it identified several issues that had not been adequately considered during the arbitral proceedings. The court emphasized that the most relevant benchmark for evaluating project progress was the MC-50 recapitulation, which reflected the latest calculation of work completion. According to the court, this document had not been properly considered in the arbitration process. The court also found that modifications to technical specifications, work quantities, drawings, and implementation schedules should have been formally documented through a written contract addendum in accordance with the governing agreement. These findings led the court to conclude that the arbitral award did not sufficiently account for all relevant facts and documentary evidence.

Based on this assessment, the Kediri District Court granted the application for annulment and set aside Arbitration Award Number 01/LPS-PBJP/01/2024. The court further ordered the applicant to bear the procedural costs of the case. The comparison demonstrates that both forums accepted the same factual premise regarding mutual fault but differed substantially in their evaluation of documentary evidence and contractual requirements. A summary of the principal findings from both decisions is presented in Table 1.

Table 1. Comparison of Legal Findings in the Arbitral Award and the District Court Decision

Aspect	Arbitral Tribunal (LPS Kontrak PBJP, LKPP)	Kediri District Court
Finding on fault	Found that fault in contract management was shared by both parties and that the procuring authority failed to exercise adequate contract control.	Accepted that fault was shared by both parties and adopted the same factual premise.
Key evidentiary benchmark	Relied primarily on work progress measurements recorded at the MC-15 stage.	Considered the MC-50 recapitulation as the controlling benchmark for assessing project progress.
Treatment of contract changes	Did not regard the absence of a written addendum as a determining factor in assessing contractual obligations.	Considered formal documentation through a contract addendum necessary for any modification of specifications, quantities, drawings, or schedules.
Assessment of documentary evidence	Determined that available evidence supported annulment of the contract termination and rejection of the blacklist sanction.	Determined that relevant documentary evidence had not been sufficiently considered during arbitration proceedings.
Legal outcome	Annulled the unilateral contract termination and rejected the blacklist sanction.	Annulled the arbitral award and granted the application for judicial review.

The comparative analysis indicates that the divergence between the two decisions did not arise from conflicting factual findings. Instead, the disparity emerged from the different evidentiary benchmarks applied by each forum and their respective approaches to contractual documentation requirements. These differences ultimately resulted in opposite legal outcomes despite both forums acknowledging the existence of mutual fault in contract implementation.

Discussion

The most significant finding of this study is that the disparity between the arbitral award and the district court decision did not arise from conflicting factual determinations but from different approaches to evidentiary evaluation and contractual interpretation. Both forums accepted that responsibility for the contractual failure was shared by the contractor and the procuring authority, indicating substantial agreement regarding the factual foundation of the dispute. However, the court assigned greater legal significance to the MC-50 recapitulation and the absence of a formal contract addendum than did the arbitral tribunal. This finding demonstrates that legal outcomes in procurement disputes may be shaped less by factual disagreement than by differences in how adjudicators assess the legal relevance of available evidence. Such a pattern supports the view that evidentiary interpretation remains one of the most influential factors in construction and procurement dispute resolution (Abwunza et al., 2021; Azzam et al., 2025). The implication is that legal certainty in arbitration cannot be achieved solely through factual accuracy but also requires a consistent framework for evaluating documentary evidence.

A second important finding concerns the practical limits of arbitral finality within the Indonesian legal system. Arbitration is generally justified on the basis of efficiency, expertise, and

finality, with arbitral awards intended to provide definitive resolution without prolonged litigation (Liu & Fong, 2025; Rosli et al., 2026). Nevertheless, the present case illustrates how judicial intervention may substantially alter the outcome of an arbitral proceeding even when statutory grounds for annulment are narrowly formulated. Although Indonesian arbitration law restricts annulment to specific circumstances, the court's reasoning effectively revisited the adequacy of the tribunal's evidentiary assessment. This observation aligns with findings from comparative studies showing that courts frequently struggle to distinguish between procedural review and substantive reconsideration of arbitral awards (Bang & Kim, 2023; Hoang Tu Linh, 2025). Consequently, the case supports the argument that the practical operation of judicial review may extend beyond its formally prescribed limits. This tension reflects an ongoing challenge in balancing arbitral autonomy with judicial responsibility for ensuring procedural fairness.

The court's reliance on the MC-50 recapitulation further highlights the critical role of evidentiary completeness in procurement arbitration. Construction disputes frequently involve dynamic project conditions in which work progress, technical modifications, and contractual obligations evolve throughout implementation (Francis et al., 2022; Muiruri & Abdel Aziz, 2025). Under such circumstances, the most recent and comprehensive project documentation often becomes decisive in determining contractual responsibility. By emphasizing the MC-50 recapitulation rather than earlier progress measurements, the court implicitly adopted a more contemporaneous evidentiary standard than the tribunal. This approach suggests that adjudicators may prioritize evidence perceived as providing the most accurate representation of project status at the time of dispute. Similar observations have been reported in studies of construction arbitration, where deficiencies in documentary evidence frequently become a basis for challenging arbitral decisions (Habetemeharit et al., 2025; Seboka & Gidebo, 2026). Therefore, the present findings reinforce the proposition that evidentiary management is not merely a procedural matter but a substantive determinant of legal outcomes.

Another notable aspect of the findings concerns the legal significance attributed to contractual formalities. The district court considered the absence of a written addendum to be a decisive factor because modifications to technical specifications, quantities, drawings, and schedules were not formally documented. This reasoning reflects a formalist approach to contractual governance in which procedural compliance serves as an essential safeguard for accountability and legal certainty. In public procurement contexts, such formal requirements are particularly important because contracts involve public funds and are subject to heightened standards of transparency and administrative control. Previous studies have similarly emphasized that contractual amendments in public infrastructure projects must be documented clearly to prevent disputes regarding obligations and performance assessments (Sari et al., 2021; Tang, 2024). However, the tribunal's less restrictive approach suggests a greater willingness to focus on the practical realities of contract implementation rather than strict documentary compliance. The divergence between these approaches reveals an unresolved tension between contractual flexibility and regulatory accountability within procurement dispute resolution.

The findings also contribute to broader debates regarding judicial intervention in arbitration across different jurisdictions. Comparative scholarship has repeatedly observed that courts often justify intervention by framing their review as procedural rather than substantive, even when the practical consequences affect the merits of the dispute (Ahdout, 2022; Al-Dulaimi & Mohammed, 2025). The present case demonstrates a similar pattern. Formally, the court did not replace the tribunal's factual findings regarding mutual fault; however, by reassessing the significance of documentary evidence and contractual requirements, it ultimately reached a different legal conclusion. This outcome is consistent with observations from Asia-Pacific arbitration studies indicating that judicial review may gradually expand through the interpretation of evidentiary and procedural deficiencies (Bang & Kim, 2023; Teramura et al., 2020). At the same time, the case extends existing scholarship by illustrating how this phenomenon operates within the specific context of Indonesian public procurement arbitration. As such, it provides empirical support for concerns that arbitral finality may be more vulnerable in practice than in theory.

From a governance perspective, the disparity between the two decisions has implications that extend beyond the interests of the contracting parties. Public procurement disputes influence the efficiency of infrastructure delivery, the utilization of public resources, and public confidence in

government contracting systems. Contradictory legal outcomes may create uncertainty regarding risk allocation, contract administration, and dispute resolution strategies for future procurement projects. Similar concerns have been raised in studies examining governance challenges in large-scale public infrastructure development, where legal uncertainty can increase transaction costs and delay project completion (Oba, 2025; Aman, 2025). The present findings therefore suggest that greater consistency between arbitral and judicial reasoning would contribute not only to legal certainty but also to more effective public procurement governance. Strengthening coherence between these institutions may reduce future disputes and enhance stakeholder confidence in procurement systems.

The study also offers a conceptual contribution by demonstrating that disparities between arbitral and judicial outcomes should not automatically be interpreted as disagreements over facts. Instead, the evidence suggests that such disparities may arise from differences in legal qualification, evidentiary prioritization, and contractual interpretation. This perspective extends existing literature that has traditionally focused on statutory grounds for annulment or the abstract relationship between arbitration and judicial review (Dibirov, 2024; Siregar et al., 2026; Tesfay, 2021). By identifying evidentiary assessment and contractual formalization as the central mechanisms driving divergent outcomes, the study provides a more nuanced explanation of how arbitral finality may be challenged in practice. This contribution helps fill an important gap in the literature, particularly within the Indonesian context, where empirical analyses of specific annulment disputes remain limited (Fitrianggraeni et al., 2023; Sari et al., 2024; Sanjaya, 2025). Ultimately, the findings suggest that strengthening evidentiary discipline and contractual documentation may be more effective in preserving arbitral finality than merely narrowing statutory grounds for judicial intervention.

CONCLUSION

This study concludes that the disparity between Arbitration Award Number 01/LPS-PBJP/01/2024 and Kediri District Court Decision Number 56/Pdt.Sus-Arb/2024/PN Kdr did not originate from differences in factual findings, as both forums recognized the existence of mutual fault in contract management. Instead, the divergence arose from contrasting approaches to evidentiary assessment and contractual interpretation, particularly regarding the legal significance of the MC-50 progress recapitulation and the requirement for formal contract addenda. These differences ultimately led to opposite legal outcomes, culminating in the annulment of the arbitral award by the court. The findings demonstrate that the practical finality of arbitration in Indonesian public procurement disputes depends not only on statutory protection but also on the completeness of documentary evidence and the consistency of contractual governance. Accordingly, strengthening evidentiary management and contractual documentation within arbitration proceedings is essential to enhance legal certainty, reduce the risk of annulment, and improve the effectiveness of public procurement dispute resolution.

AUTHOR CONTRIBUTIONS STATEMENT

Nurbaedah conceived and designed the study, collected and analysed the legal materials, and drafted and revised the manuscript in full.

REFERENCES

- Abwunza, A. A., Peter, T. K., & Muigua, K. (2020). Explaining delays in construction arbitration: A process-control model approach. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 12(2), 04520003. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.0000371](https://doi.org/10.1061/(ASCE)LA.1943-4170.0000371)
- Abwunza, A. A., Peter, T. K., & Muigua, K. (2021). Explaining the effectiveness of construction arbitration: An organizational justice perspective. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 13(3), 04521017. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.0000479](https://doi.org/10.1061/(ASCE)LA.1943-4170.0000479)

- Ahdout, Z. P. (2022). Enforcement lawmaking and judicial review. *Harvard Law Review*, 135(4), 937–1006.
- Al-Dulaimi, A. O. M., & Mohammed, M. A.-A. W. (2025). Legal responsibility for errors caused by artificial intelligence (AI) in the public sector. *International Journal of Law and Management*, 68(4), 695–722. <https://doi.org/10.1108/IJLMA-08-2024-0295>
- Aman, S. (2025). Resolving cross border construction disputes: The evolving role of alternate dispute resolution. *Journal of Development and Social Sciences*, 6(2), 439–449. [https://doi.org/10.47205/jdss.2025\(6-II\)37](https://doi.org/10.47205/jdss.2025(6-II)37)
- Azzam, O. M., Saleh, A. M., & Eleshmawy, N. (2025). Delay analysis in construction contracts: Assessing claims and legal implications. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 17(1), 04524032. <https://doi.org/10.1061/JLADAH.LADR-1198>
- Bang, J., & Kim, K. (2023). *Post-award interest in the Asia-Pacific*.
- Born, G. B. (2020). *International commercial arbitration*.
- Dibirov, Z. (2024). *Annulments of the awards, rendered by international arbitration tribunals* (Master's thesis, Neapolis University Paphos). <http://hephaestus.nup.ac.cy/handle/11728/13206>
- Fitrianggraeni, S., Fauziah, E. F., & Purnama, S. (2023). Dealing with unsatisfactory arbitral awards: Observing the grounds of annulment of arbitral awards in Indonesia. *Journal of International Arbitration*, 40(6).
- Francis, M., Ramachandra, T., & Perera, S. (2022). Disputes in construction projects: A perspective of project characteristics. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 14(2), 04522007. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.0000535](https://doi.org/10.1061/(ASCE)LA.1943-4170.0000535)
- Habetemeherit, A. B., Mengistu, D. G., Sorsa, F. T., & Tesfaye, B. Z. (2025). Causes and impacts of public construction projects' contract terminations. *Engineering, Construction and Architectural Management*, 33(6), 4330–4346. <https://doi.org/10.1108/ECAM-09-2024-1217>
- Hoang Tu Linh, T. (2025). Commercial arbitration in Asia: Legal developments and regional dynamics from an ASEAN perspective. *Asia Pacific Law Review*, 33(2), 316–341. <https://doi.org/10.1080/10192557.2024.2445627>
- Kisi, K. P., Lee, N., Kayastha, R., & Kovel, J. (2020). Alternative dispute resolution practices in international road construction contracts. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 12(2), 04520001. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.0000373](https://doi.org/10.1061/(ASCE)LA.1943-4170.0000373)
- Larson, C. (2018). Substantive fairness in international commercial arbitration: Achievable through an arbitral appeals process? *Arbitration: The International Journal of Arbitration, Mediation and Dispute Management*, 84(2).
- Liu, T., & Fong, P. S. W. (2025). Towards an enhanced business case development for public-private partnership (PPP) projects: A comparative study of China and New Zealand. *Buildings*, 15(7). <https://doi.org/10.3390/buildings15071154>
- Muiruri, K. M., & Abdel Aziz, A. (2025). Evaluating the evolution of alternative dispute resolution in construction projects: A systematic review using content and bibliometric analysis. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 17(4), 03125005. <https://doi.org/10.1061/JLADAH.LADR-1370>
- Oba, T. T. (2025). Resolving construction conflicts in energy infrastructure: A deep dive into arbitration and project dynamics. *Journal of Science Technology and Social Transformation*, 1(1), 53–63. <https://doi.org/10.64235/qmv1vr60>
- Ojiako, U. (2023a). A constitutional perspective of the finality principle in arbitration. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 15(1), 04522030. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.0000579](https://doi.org/10.1061/(ASCE)LA.1943-4170.0000579)

- Ojiako, U. (2023b). The finality principle in arbitration: A theoretical exploration. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 15(1), 04522038. [https://doi.org/10.1061/\(ASCE\)LA.1943-4170.0000573](https://doi.org/10.1061/(ASCE)LA.1943-4170.0000573)
- Okudan, O., & Çevikbaş, M. (2022). Alternative dispute resolution selection framework to settle disputes in public-private partnership projects. *Journal of Construction Engineering and Management*, 148(9), 04022086. [https://doi.org/10.1061/\(ASCE\)CO.1943-7862.0002351](https://doi.org/10.1061/(ASCE)CO.1943-7862.0002351)
- Rosli, I. C., Ibrahim, T. C. A. B. T., Ghapa, N., Zakariah, A. A., & Musa, M. K. (2026). Enforcement of annulled arbitral awards in cross-border commercial disputes: The Malaysian perspective. In M. Al Mubarak (Ed.), *Enhancing business efficiency through technology: Sustainability, CSR, and governance* (pp. 235–244). Springer Nature Switzerland. https://doi.org/10.1007/978-3-032-15820-8_19
- Sanjaya, R. A. (2025). Sengketa dalam sektor konstruksi di Indonesia. *Jurnal Hukum Lex Generalis*, 6(9). <https://doi.org/10.56370/jhlg.v6i4.1365>
- Saputra, S., Sami'an, S., Hardjomuljadi, S., & Wibowo, D. E. (2026). Legal protection for foreign investors in infrastructure projects supporting mining downstreaming in Indonesia: A systematic literature review. *Journal of Social Research*, 5(2), 876–895. <https://doi.org/10.55324/josr.v5i2.3024>
- Sari, N. J., Zulfikar, A. A., & Dorlah, S. (2024). Implementation of international arbitration awards in Indonesia from the perspective of legal value theory. *Jurnal Media Hukum*, 31(1), 167–185. <https://doi.org/10.18196/jmh.v31i1.20026>
- Sari, M., Sayin, B., & Akcay, C. (2021). Classification and resolution procedure for disputes in public construction projects. *Revista de la Construcción*, 20(2), 259–276. <https://doi.org/10.7764/rdlc.20.2.259>
- Seboka, D. A., & Gidebo, F. A. (2026). Investigating the effectiveness of contract administration at construction stage to averting substandard construction performance: In Shagar city public building projects. *Journal of Asian Architecture and Building Engineering*, 25(2), 1325–1343. <https://doi.org/10.1080/13467581.2025.2467249>
- Siregar, K., Andini, N., Malau, S. H., Siregar, R. M. P., & Dongoran, A. Y. (2026). Annulment of arbitral awards as an extraordinary legal remedy: Distortion or protection of justice. *Jurnal Cendikia ISNU SU*, 3(1), 1–8. <https://doi.org/10.70826/jcisnu.v3i1.1304>
- Štaba, R. (2025). Protection vs access to confidential information in public procurement using modern technologies. *Journal of Public Procurement*, 26(2), 136–156. <https://doi.org/10.1108/JOPP-08-2025-0092>
- Suwanda, D., & Suwanda, S. (2026). Self-blocking in defense procurement: A case study of budgetary coordination failure in Indonesia's satellite acquisition project. *Journal of Public Procurement*, 26(2), 235–258. <https://doi.org/10.1108/JOPP-12-2025-0156>
- Tang, Y. (2024). *Charting a new legal order: ASEAN's arbitration reform in taming the "unruly horse" of public policy exception*. Brill. https://doi.org/10.1163/9789004719934_006
- Teramura, N., Ali, S. F., & Reyes, A. (2020). Expanding Asia-Pacific frontiers for international dispute resolution: Conclusions and recommendations (SSRN Scholarly Paper No. 3640111). *Social Science Research Network*. <https://doi.org/10.2139/ssrn.3640111>
- Tesfay, S. Y. (2021). Judicial review of arbitral awards. In S. Y. Tesfay (Ed.), *International commercial arbitration: Legal and institutional infrastructure in Ethiopia* (pp. 165–204). Springer International Publishing. https://doi.org/10.1007/978-3-030-66752-8_6
- Widiatedja, I. G. N. P. (2020). The evolution of the dispute settlement mechanism in preferential trade agreements (PTAs): The case of Indonesia. *Asian Journal of International Law*, 10(2), 346–374. <https://doi.org/10.1017/S204425132000017X>