

CHAPTER I

INTRODUCTION

A. Context of Study

Interconnected networking (Internet) is a term which cannot be separated from the globalization nowadays. Internet has transformed the world into a global marketplace where anyone having access to a computer linked to the World Wide Web. It leads people to participate in some sort of international commercial transaction. Internet has become a new, fast developing means of communication and a new business tool.¹

By the increase of internet users, it is possible if dispute between internet users occurs. Dispute is inharmonious condition between individual and a group who form relation because the right of the one party is disturbed by other party.² Various disputes occur among internet uses, One of the example is in E-commerce activities. E-commerce is activities that consist of distributing, purchasing, sales, marketing goods and services over electronic systems such as the Internet or other computer networks. E-commerce usually involves electronic funds transfer electronic data interchange, automated inventory management systems, and automated data collection systems.³ E-commerce activities may arise dispute

¹ Ljiljana Biukovic, 2002, "International Commercial Arbitration in Cyberspace: Recent Development", 22 *Nw. J. Int'l L. & Bus.* 319, p. 326

² Soeryono Soekanto, *Mengenai Antropologi Hukum*, Alumni, Bandung, 2002, p. 26, in Moch Basarah, *Prosedur alternative Penyelesaian sengketa arbitrase tradisional dan modern (online)*, Genta, Yogyakarta, 2011, p. 1

³ Muhammad Azhar Fadhlurrahman, *Manfaat dan Dampak Buruk E-Commerce dalam Dunia Bisnis*, <http://tugasblogmafr.blogspot.com/2012/04/manfaat-dan-dampak-buruk-e-commerce.html>, last accessed September 28, 2012

which commonly known as business dispute or commercial dispute.⁴ Every business dispute or commercial dispute that occurs in Internet will produce severe damage to the parties if it is not resolved quickly and it may cause inefficient economic development, decreased productivity, increased production costs and harm society welfare.⁵

Indonesia has two models dispute settlement there are Dispute Settlement in the Court (Litigation) and Dispute Settlement outside the Court (Non Litigation).⁶ Litigation as a process dispute resolution is assumed not effective and inefficient to handle international business transaction which using E-commerce.⁷ Therefore, Alternative Dispute Resolution (ADR) is usually chosen by the parties because modern business activities need quick dispute resolution which not obstruct business climate.⁸ Alternative term refers to the parties free to choose the form and method which will implemented to their dispute settlement based on an agreement.⁹ Arbitration is party's popular choice because it given many

⁴ Eman Suparman, 2004, *Pilihan Forum dalam Arbitrase dalam Sengketa Komersil (untuk penegakan keadilan)*, tatanusa, Jakarta, p. 5 in Bambang Sutyoso, 2008, "Penyelesaian Sengketa Bisnis melalui Online Dispute Resolution dan pemberlakuannya di Indonesia", *Mimbar Hukum Vol.20 No.2*, p. 229

⁵ Suyud Morgono, 2000, *ADR dan Arbitrase Proses pelebagaan dan Aspek Hukum*, Ghalia Indonesia, Jakarta. p. 12 in Bambang Sutyoso, *ibid.*,

⁶ Litigation is a system of dispute resolution through the courts. Dispute that occurred will inspect and decided by judge. These systems not achieve a win-win solution because the judge had dropped the decision of which one of the parties will be the winning side and the other being the loser. Non Litigation is system of dispute settlement outside of the court. Non Litigation can divided into three ways there are Negotiation, Mediation, and Arbitration. Audrian, *Bentuk-Bentuk Penyelesaian Sengketa di Indonesia*, <http://forum.indowebster.com/showthread.php?t=125259>, last accessed September 28, 2012

⁷ Yahya Ahmad Zein, *Kontrak Elektronik & Penyelesaian Sengketa Bisnis E-commerce dalam transaksi Nasional dan International*, CV. Mandar Maju, Bandung, 2009, p. 94

⁸ Komar Kantaatmadja, *Beberapa Masalah dalam Penerapan ADR di Indonesia, dalam Prospek dan Pelaksanaan Arbitrase di Indonesia*, PT. Citra Aditya Bakti, Bandung, 2001, p. 37

⁹ Priyatna Abdurrasyid, *Arbitrase dan Alternative Penyelesaian Sengketa*, PT Fikahati Aneska, Jakarta, 2002, p. 12

advantages such as cheap, faster, confidential, the decision is final and binding.¹⁰

The Function of commercial arbitration institution in solving business dispute is important, Many national and international contracts include arbitration clause.¹¹

The development of technology made Internet and other advanced forms of communication have led people to increased prevalence and increased possibilities for online dispute resolution.¹² ODR is dispute resolution which done by Interconnected networking (internet) and/or if needed met face to face can done as audiovisual by video-conferencing. The mechanism such as registration case, selection of arbitrators, submission of documents, arbitrator deliberation, decision making, notification of the decision done in virtual world that use internet.¹³ The form of ODR can divided into three kinds there are online negotiation, online mediation, and online arbitration. Online arbitration is the most popular in international business actors because the decision final and binding.¹⁴ Even though it is a new method of dispute resolution, online arbitration is still conducted by traditional arbitration rules.¹⁵

Online Dispute Resolution is the method of ADR which is still not popular in Indonesia because many people do not know and not familiar with this method.

¹⁰ Moh Basaroh, *Prosedur alternative Penyelesaian sengketa arbitrase tradisional dan modern (online)*, Genta, Yogyakarta, 2011, p. 89

¹¹ Huala Adolf, *Arbitrase Komersial Internasional*, Rajawali pers, Jakarta, 1991, p. 1

¹² Shekhar Kumar, 2009, "Virtual Venues: Improving Online Dispute Resolution as an Alternative to cost Intensive Litigation", 27 *J. Marshall J. Computer & Info. L.* 81, p. 81

¹³ Moh Basaroh, *op.cit.*, p. 91

¹⁴ *ibid.*, p. 92

¹⁵ Armagan Ebru Bozkurt Yuksel, 2007, "Online International Arbitration", *Ankara Law Review Vol.4 No.1*, p. 92

Until now Indonesia does not has the act that regulate specifically about online dispute resolution.¹⁶

The government of Indonesia should be aware about the Indonesia citizen needs in the dispute resolution field. Actually, ODR will give many advantages. One of them is to hinder a high cost of dispute resolution, since the domicile of disputing parties is transnational or international by nature.¹⁷

Online dispute resolution has been implemented in developed country like America, England, Canada, and some country in Europe¹⁸. In Asia, Philippines is the only country that implements the Philippines Multi Door Courthouse that regulate about online dispute resolution.¹⁹ In many developed countries, online arbitration has long been recognized and is used to resolve disputes because it is efficient, effective, and low cost.²⁰ There are 20 of 49 services provider of alternative dispute resolution which offer online arbitration.²¹ The Service Provider offer online arbitration such as American Arbitration Association (AAA), Asian Domain Name Dispute Resolution Centre (ADNDRC), Virtual Magistrate (VMAG), Chartered Institute of Arbitrator (CIA), Nova Forum.²²

¹⁶ Moch Basaroh, *op.cit.*, p. 93

¹⁷ *ibid.*,

¹⁸ Denden Imadudin Soleh, *Kedudukan Putusan Arbitrase Online dalam Sistem Hukum Indonesia*, <http://denden-imadudin.blogspot.com/2010/08/kedudukan-putusan-arbitrase-online.html>, last accessed October 06, 2012

¹⁹ Dhimazone, *Cyberlaw yang berhubungan dengan E-commerce*, <http://dhimaznote.wordpress.com/2012/03/>, last accessed October 06, 2012

²⁰ Faizin Sulistio, *Tinjauan Yuridis arbitrase online sebagai alterntive penyelesaian sengketa E-Commerce*, <http://faizin-sulistio.blogspot.com/2008/08/tinjauan-yuridis-arbitrase-online.html>, last accessed October 06, 2012

²¹ Paustinus Siburian, *Arbitrase Online (Alternative Penyelesaian Sengketa Perdagangan Secara Elektronik)*, Jakarta, Djambatan, 2004, p. 85

²² *ibid.*, p. 87

In the dispute resolution, include online arbitration mechanism that settle in overseas, the award to be the important point, if the disputing parties (default party) agree to enforce the online arbitral award as voluntary it will be easier. The problem will arise if the default party refuse to enforce the arbitral award. The role of the court become urgent for recognition and enforcement of online foreign arbitral award.

The place where the award imposed is very important for the implementation of the arbitration award itself. Any arbitration award from one country (international institution) which is imposed to another country is known as foreign arbitral award.²³ Based on the Presidential Decree No. 34 of 1981 on procedure and enforcement of foreign arbitral award, the Government of the Republic of Indonesia has ratified the New York Convention 1958 about The Recognition and Enforcement of Foreign Arbitral Awards as the legal basis for the enforcement of foreign arbitral awards in Indonesia.²⁴ The New York Convention only governs foreign arbitral awards and it is typically implicated when the seat of the arbitration occurs in first Country but enforcement of the award is sought in second Country.²⁵ Online arbitral awards should, therefore, have similar effect of conventional arbitral awards. Online arbitral awards are binding and final, subject

²³ Abdul Halim Barkatullah, 2010, "Penerapan Arbitrase Online dalam Penyelesaian Sengketa Transaksi E-Commerce", *No. 3 Vol. 17*, p. 376

²⁴ Aan Danu Giartono, "pelaksanaan Konvensi New York Tahun 1958 di Indonesia", Paper, on August 29, 2003, p. v (Summary)

²⁵ Karen Stewart, Joseph Matthews, 2002, "Online Arbitration of Cross-Border, Business to Consumer Disputes, *U. Miami L. Rev.* 1111, p. 1132

to set aside only for the same limited procedural grounds as conventional arbitral award.²⁶

The ratification of New York Convention 1958 is supported by Supreme Court Regulation No 1 of 1990 on the enforcement of foreign arbitral award. Indonesia has also issued Law No 30 of 1990 on Arbitration and alternative Dispute Resolution.²⁷

However not all foreign arbitral award can be implemented in Indonesia. Generally, the reason for the rejecting the recognition and enforcement of foreign arbitral award since it is contrary to public order. Unfortunately, there is no clear parameter of public order. Besides, good will or good faith of the party was defeated in the foreign arbitral award to be prohibitive the recognition and enforcement of foreign arbitral awards.²⁸

Similarly, with foreign arbitral award, online foreign arbitral award also still difficult for the recognition and enforcement in Indonesia. As written by Moch Basaroh in book “online foreign arbitral award not fulfill the requirement in act No 30 of 1999 and New York Convention 1958, so the request of execution will be rejected”.²⁹

The recognition and enforcement of online foreign arbitral award are very important, it is because if the online foreign arbitral award is still difficult to implement in Indonesia, online dispute resolution mechanism would be useless.

²⁶ Armagan Ebru Bozkurt Yuksel, *op.cit.*, p. 93

²⁷ Fitra Deni, *Analisa Penolakan Putusan Arbitrase Internasional di Hubungkan dengan Asas Ketertiban Umum*, <http://fitradeni.wordpress.com/2009/12/10/analisa-penolakan-putusan-arbitrase-internasional-dihubungkan-dengan-asas-ketertiban-umum/>, last accessed October 07, 2012

²⁸ Aan Danu Giartono, *op.cit.*, p. v (summary)

²⁹ Moch Basaroh, *op.cit.*, p. 171

Therefore, some questions about the recognition and enforcement of online foreign arbitral award in Indonesia are presented in this thesis. Besides the obstacles over recognition and enforcement of online foreign arbitral award and about the advantages of recognition and enforcement online foreign arbitral award Indonesia are discuss well.

B. Problem Statement

1. How the Recognition and Enforcement of Online Foreign Arbitral Award in Indonesia?
2. What are the obstacles of the Recognition and Enforcement of Online Foreign Arbitral Award in Indonesia?
3. What are the advantages of Recognition and Enforcement of Online Foreign Arbitral Award in Indonesia?

C. Research Objective

1. The purpose of this thesis is to know the recognition and enforcement of online foreign arbitral award self in Indonesia
2. This Thesis will analyze the obstacle over the Recognition and Enforcement Online Foreign Arbitral Award
3. The aim of this Thesis is to know the advantages from Recognition and Enforcement of Online Foreign Arbitral Award in Indonesia

D. Definition of Technical Terms

The terms which are used in this thesis will clearly explained to make understandable analysis.

1. Definition of Recognition

a. According Black's Law Dictionary:

“Confirmation that an act done by other person was authorized.”³⁰

b. The meaning of Recognition comes from the application made by winning party to the competent court in order to obtain proof to the effect that the dispute has been determined by arbitration.³¹

c. Recognition refers to the res judicata effect to be given an arbitral award when the party subsequently attempt to litigate the same matter on merits in a court proceeding. The party possessing an arbitral award will ask the court to recognize the award as valid and binding upon the parties.³²

2. Definition of Enforcement

a. According Black's Law Dictionary:

“The act / process of compelling compliance with a law, mandate, command, decree, or agreement.”³³

b. Enforcement of an award occurs when the prevailing Party seeks judicial assistance to force the losing party to honor the award.³⁴

³⁰ Bryan A.Garner, 2004, “Black Law Dictionary”, Garner, United State, p. 1299

³¹ J Hill, *The Law Relating to International Commercial Dispute*, (2nd edn LLP London 1998), p. 4

³² Kenneth T. Ungar, 1978, “The Enforcement of Arbitral Award Under UNCITRAL’S Model Law on International Commercial Arbitration”, 25 *Colum. J. Transnat’L*. 717, p. 723

³³ Bryan A.Garner, *op.cit.*, p. 569

c. Enforcement entails taking a step further after recognition to force the default party to carry out the award.³⁵

3. Online is any activity that uses the Internet and can connect many people, where you can communicate / relate / connect with people through cyberspace. Online has a very wide range, either domestically or abroad.³⁶

Online, in this case can be interpreted as term which is used for arbitration on dispute resolution which done through internet.³⁷

4. Definition of Foreign arbitral award

a. Foreign Arbitral Award According to New York Convention 1958 on the Recognition and Enforcement of Foreign Arbitral Awards in Article 1 (1):³⁸

“This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal. It shall also apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought”.

b. Foreign Arbitral Award According to Act No 30 of 1990 article 1 (1) :

“Putusan Arbitrase Internasional adalah putusan yang dijatuhkan oleh suatu lembaga arbitrase atau arbiter perorangan di luar wilayah hukum Republik Indonesia, atau putusan suatu lembaga arbitrase atau arbiter perorangan yang menurut ketentuan hukum Republik

³⁴ Tiffany J. Lanier, 2000, “Where on Earth does Cyber-Arbitration Occur? : International Review of Arbitral Award Rendered Online”, 7 *ILSA J. Int'l & Comp. L.* , p. 12

³⁵ J Hill, *op.cit.*, p. 4

³⁶ Media Sugesti, *Pengertian Online*, <http://www.mediasugesti.com/index.php/tahukah-anda/245-pengertian-online>, last accessed on October 02, 2012

³⁷ Moh Basaroh, *op.cit.*, p. xiii

³⁸ Article 1 (1) New York Convention 1958 on the Recognition and Enforcement of Foreign Arbitral Awards

Indonesia dianggap sebagai suatu putusan arbitrase internasional.”³⁹

Therefore the meaning of Recognition and Enforcement of Online Foreign Arbitral Award is an award that produces from online arbitration mechanism that impose in overseas and the recognition and enforcement in a country.

E. Literature Review

Indonesia as the developing country should follow the technological developments, for example the newest method in law field the like dispute settlement with Online Dispute Resolution method. Based on act no 30 of 1999 article 4 (3):

“Dalam hal disepakati penyelesaian sengketa melalui arbitrase terjadi dalam bentuk pertukaran surat, maka pengiriman teleks, telegram, faksimili, e-mail atau dalam bentuk sarana komunikasi lainnya, wajib disertai dengan suatu catatan penerimaan oleh para pihak.”⁴⁰

Based on this article, there is no prohibition to conduct online dispute resolution in Indonesia. It gives the possibility to uses e-mail in dispute resolution process. The phrase “other form of communication” also becomes basic of implementation of Online Dispute Resolution in Indonesia. Moreover, In Act no 11 of 2008 on information and electronic transaction article 18 (4), it stated:

“Para pihak memiliki kewenangan untuk menetapkan forum pengadilan, arbitrase, atau lembaga penyelesaian sengketa alternatif lainnya yang berwenang menangani sengketa yang mungkin timbul dari Transaksi Elektronik internasional yang dibuatnya.”⁴¹

³⁹ Pasal 1 (9) Undang Undang Nomor 30 Tahun 1999 Tentang Arbitrase dan Alternative Penyelesaian Sengketa

⁴⁰ *ibid.*, Pasal 4 (3)

⁴¹ Pasal 18 (4) Undang Undang Nomor 11 Tahun 2008 Tentang Inforasi dan Transaksi Elektronik

According the provisions, the parties are provided with freedom to choose the alternative dispute resolution institutions that can handle their disputes regarding international electronic transactions. Therefore online arbitration as an alternative dispute resolution that related online activities is allowed.⁴²

The enforcement of online dispute resolution produces the online arbitral award. Indonesia has ratified New York Convention 1958 about Recognition and Enforcement Foreign arbitral award . The definition of online foreign arbitral award provided in New York Convention 1958 about Recognition and Enforcement Foreign Arbitral Award in Article 1 (1), Supreme Court Award No 1 of 1990 article 2 and Act no 30 of 1990 about arbitration and alternative dispute resolution in article 1 (1).

The regulation that govern about recognition and enforcement of online foreign arbitral award is similar with conventional recognition and enforcement of foreign arbitral award, which is regulated in New York Convention 1958.

There is different characteristic between recognition and enforcement online arbitral award and recognition and enforcement negotiation and mediation award. The negotiation and mediation award gives win win solution result. On the other hand, in online arbitral award does not apply win win solution. In online arbitration, sometimes the default party did not have willingness to enforce the award.⁴³Based on New York Convention 1958 article III stated:

⁴² Dian Kusumaningrum, *Perbandingan Hukum Arbitrase Modern (Online) antara Indonesia dengan Amerika*, <http://deeanroom.blogspot.com/2012/01/perbandingan-hukum-arbitrase-online-di.html>, last access on December 11, 2012

⁴³ Moch Basaroh, *op.cit.*, p. 164

“Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles. There shall not be imposed substantially more onerous conditions or higher fees or charges on the recognition or enforcement of arbitral awards to which this Convention applies than are imposed on the recognition or enforcement of domestic arbitral awards.”⁴⁴

Based on that article the contracting state has duty to recognize and enforce the award that is imposed along with the requirements that are mentioned in article III New York Convention.

Article 3 UNCITRAL Model Law on International Commercial Arbitration (1985) CHAPTER VIII – Recognition and Enforcement of Award:

“An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this article and of article 36.”⁴⁵

These articles explain about the award which must be recognized as binding decision by the country that the award enforced.

According to Article 66 Act No 30 of 1999 about the requirements of the implementation foreign arbitral award in Indonesia. The requirements are :⁴⁶

- a. *Putusan Arbitrase Internasional dijatuhkan oleh arbiter atau majelis arbitrase di suatu negara yang dengan negara Indonesia terikat pada perjanjian, baik secara bilateral maupun multilateral, mengenai pengakuan dan pelaksanaan Putusan Arbitrase Internasional;*
- b. *Putusan Arbitrase Internasional sebagaimana dimaksud dalam huruf a terbatas pada putusan yang menurut ketentuan hukum Indonesia termasuk dalam ruang lingkup hukum perdagangan;*

⁴⁴ Article III New York Convention 1958 regarding Recognition and Enforcement of Foreign Arbitral Awards

⁴⁵ Article 3 UNCITRAL Model Law on International Commercial Arbitration (1985)

⁴⁶ Pasal 66 Undang Undang Nomor 30 Tahun 1999 Tentang Arbitrase dan Alternative Penyelesaian Sengketa

- c. *Putusan Arbitrase Internasional sebagaimana dimaksud dalam huruf a hanya dapat dilaksanakan di Indonesia terbatas pada putusan yang tidak bertentangan dengan ketertiban umum;*
- d. *Putusan Arbitrase Internasional dapat dilaksanakan di Indonesia setelah memperoleh eksekutur dari Ketua Pengadilan Negeri Jakarta Pusat; dan*
- e. *Putusan Arbitrase Internasional sebagaimana dimaksud dalam huruf a yang menyangkut Negara Republik Indonesia sebagai salah satu pihak dalam sengketa, hanya dapat dilaksanakan setelah memperoleh eksekutur dari Mahkamah Agung Republik Indonesia yang selanjutnya dilimpahkan kepada Pengadilan Negeri Jakarta Pusat.*

In other hand an arbitral award, can refusal by Indonesian court.

According to article V New York Convention, An arbitral award (including online arbitral award) can be set aside if:⁴⁷

1. Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that:
 - (a) The parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or
 - (b) The party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
 - (c) The award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or
 - (d) The composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

⁴⁷ Article V New York Convention 1958 regarding Recognition and Enforcement of Foreign Arbitral Awards

- (e) The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.
- 2. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that:
 - (a) The subject matter of the difference is not capable of settlement by arbitration under the law of that country; or
 - (b) The recognition or enforcement of the award would be contrary to the public policy of that country.

F. Research Method

1. Object of Research:

- a. The recognition and enforcement of online foreign arbitral award in Indonesia
- b. The obstacles that are faced by Indonesia in Recognition and Enforcement Online Foreign Arbitral Award
- c. The advantages and disadvantages of Recognition and Enforcement Online Foreign Arbitral Award

2. Legal Material

- a. Primary legal material
 - (i) New York Convention 1958 regarding Recognition and Enforcement Foreign Arbitral Award
 - (ii) UNCITRAL Model Law on International Commercial Arbitration (1985)
 - (iii) Act No 30 of 1999 about Arbitration and Alternative Dispute Resolution
 - (iv) Act No 11 of 2008 about Information and Electronic Transaction
 - (v) American Arbitration Association (Supplementary Procedures for Online Arbitration)

(vi) United Nations Commission on International Trade Law (UNCITRAL)

Arbitration Rules

b. Secondary legal material:

(i) Books which contain material that related to Recognition and Enforcement

Online Foreign Arbitral Award

(ii) Journal which related to Recognition and Enforcement Online Foreign

Arbitral Award

c. Tertiary legal material

(i) Indonesian Dictionary (Kamus Besar Bahasa Indonesia)

(ii) Black's Law Dictionary

(iii) Oxford Dictionary

3. Method of Gathering Legal Materials

The method in gathering legal material was conducted by using library research

4. Approach Method

This thesis used normative method. Normative method means the method that used document data sources such as legislation, court decision, legal theories, and the scholar's opinion.⁴⁸ The approach method that used in this thesis is

⁴⁸ Topo Santoso, *Penulisan Proposal Penelitian Hukum Normative*, handout on April 25, 2005, <http://staff.ui.ac.id/internal/132108639/material/PENULISANPROPOSALPENELITIANHUKUMNORMATIF1.pdf>, last access on December 11, 2012

statue and historical approach. Statue approach which done by analyze the act and regulation that related to legal issue which handled. Historical approach which done by exploring the background of subject and development regulation on legal issue which handled.⁴⁹

5. Method of Legal Materials Analysis

The method of analyzing legal material used the descriptive qualitative method. The obtained data were descriptively presented and try to correlate according to the regulation, decrees, and rules that related to the Recognition and Enforcement of Online Foreign Arbitral Award

⁴⁹ *Pendekatan dalam Penelitian Hukum*, <http://www.scribd.com/doc/14260241/pendekatan-litkum>, last access on December 11, 2012