

International Chambers of Commerce as an Alternative Institution for Resolving Contractual Disputes Generator Independent Power Produce

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ABSTRACT

The provision of electricity has a very important and strategic role in realizing national development in Indonesia. PT PLN (Persero) as a State-Owned Enterprise (BUMN) which is mandated by law in the provision of electricity carries out its role in the electricity supply business, one of which is the construction of power plants. In the provision of electricity through the construction of power plants, PT PLN (Persero) can appoint a private company to become the developer of the construction of Independent Power Produce (IPP) power plants with a power purchase agreement scheme whose provisions are regulated by the Regulation of the Minister of Energy and Mineral Resources. This study will analyze the dispute resolution mechanism in the contract agreement between PT. PLN (Persero) and PT. Poso Energy in the provision of electricity for the Poso Hydroelectric Power Plant through the International Chamber of Commerce. The method used in this research is the normative juridical method in the statute approach and the qualitative analysis method in the example of the Poso IPP hydropower contract case to obtain a conclusion on the alternative dispute resolution chosen by the parties by paying attention to the applicable legal bases and concepts in resolving construction contract agreement disputes

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INTRODUCTION

National development aims to create a just and prosperous society that is materially and spiritually equitable based on Pancasila and the 1945 Constitution of the Republic of Indonesia, one form of national development is development in the electricity sector. Law number 30 of 2009 states that electricity has a very important and strategic role in realizing national development goals, so the electricity supply business is controlled by the state and the supply needs to be increased in line with development progress so that electricity is available in sufficient quantities, evenly distributed and of good quality. The electricity supply business includes the procurement of electricity, including generation, transmission, distribution and sale of electricity to the public. Electricity generation is the activity of producing electricity, electricity transmission is the distribution of electricity from generation to the distribution system or to consumers or the distribution of electricity between systems, while electricity distribution is the distribution of electricity from the transmission system or from generation

to consumers.¹ In the effort to provide electricity, the central government and regional governments organize electricity supply businesses whose implementation is carried out by state-owned enterprises and regional-owned enterprises. However, in the electricity supply business, the government also provides opportunities for private business entities, cooperatives or community self-help to be able to participate in the electricity supply business as regulated by law. In the provision of electricity carried out by private business entities, the government through state-owned enterprises (BUMN) in this case PT PLN (Persero) purchases electricity produced by private business entities or known as Independent Power Produce (hereinafter referred to as "IPP") with a sales and purchase scheme outlined in a power purchase agreement (PJBL).

Based on the 2021-2030 electricity supply business plan (RUPTL) data published by the Ministry of Energy and Mineral Resources (ESDM), up to 2020, a total of 6,609 power plants had been built and were operational, consisting of 6,005 PLN-owned power plants, 254 leased power plants, and 350 private power plants provided by IPPs. At generators provided by private companies or IPP to PT PLN, the provisions regarding the electricity purchase agreement carried out are regulated in the Regulation of the Minister of Energy and Mineral Resources number 10 of 2017 concerning the Main Points of the Electricity Purchase Agreement as stated in article 1, namely "The electricity purchase agreement hereinafter referred to as PJBL is an electricity purchase agreement between PT PLN (Persero) as the buyer and the business entity as the seller"²In determining the executor of the electricity purchase agreement, PT. PLN (Persero) conducts a selection in determining the developer. The IPP that will establish the sales and purchase relationship, including determining the series of stages and conditions that must be met by the IPP developer.

In several Power Purchase Agreements entered into by PT. PLN (Persero) with IPP developers, the scope of electricity supply is not limited to the provision of power generated from the power plants built but also includes the special supporting facilities needed, in this case the transmission network connecting the IPP power plants with the grid system built by PT PLN (Persero). In more detail, the Regulation of the Minister of Energy and Mineral Resources Number 10 of 2017 regulates the rights and obligations of the parties, both the buyer in this case PT. PLN (Persero) and the seller in this case the IPP developer. The rights and obligations of the parties in the power purchase agreement are as follows:³:

Rights and Obligations of Electricity Purchasers:

1. Right :
 - a. Obtaining reliable and sustainable electricity distribution from power plants; and
 - b. Obtain all necessary approvals in connection with the PJBL
2. Obligation :
 - a. Providing incentives to accelerate the implementation of COD to Business Entities if the acceleration is at the request of PT PLN (Persero);
 - b. Absorb and purchase electricity generated by the Business Entity in accordance with the PJBL that has been agreed upon for a certain period;
 - c. Pay deemed dispatch if PT PLN (Persero)'s electricity network is disrupted for reasons other than force majeure;
 - d. Maintaining and safeguarding the reliability of network facilities to receive electricity from Business Entities

Rights and Obligations of Electricity Sellers:

1. Right :

¹Law of the Republic of Indonesia, Electricity Law. State Gazette of the Republic of Indonesia No. 133 (2009). Article 1

²Regulation of the Minister of Energy and Mineral Resources, Principles of Electricity Purchase Agreements. State Gazette of the Republic of Indonesia No. 151 (2017). Article 1

³Regulation of the Minister of Energy and Mineral Resources, Principles of Electricity Purchase Agreements. State Gazette of the Republic of Indonesia No. 151 (2017). Article 5

- a. Receive payments related to the selling price of electricity according to the PJBL;
 - b. Get incentives to accelerate the implementation of COD if the acceleration in question is a request from PT PLN (Persero); and
 - c. Obtain deemed dispatch if the PT PLN (Persero) network is disrupted not due to force majeure
2. Obligation :
3. Design, finance, build, own, operate and transfer power plants and may include power transmission if required;
 4. Providing guarantees in the form of project implementation guarantees and performance guarantees in the form of penalties;
 5. Paying penalties due to failure to achieve work guarantees as referred to in letter b including penalties for late implementation of COD;
 6. Submitting monthly electricity supply plans (Projected AF);
 7. Submitting the electricity supply plan to PT PLN (Persero) in accordance with the electricity supply plan (Projected AF);
 8. Take care of all necessary permits
 9. Meet the requirements of domestic component levels
 10. Maintaining the continuity of electricity supply during the PJBL period
 11. Pay penalties in accordance with applicable regulations

Specifically, the contents of the contract agreement between PT PLN (Persero) and the IPP power plant developer are tailored to the needs of both parties, without neglecting the rights and obligations stipulated in the Ministerial Regulation. The context of the agreement itself will be adjusted based on the type and capacity of the power plant being agreed upon, the tariffs charged, the operating scheme, payment procedures, and the terms of the handover process. In a contract agreement it should also include procedures for resolving disputes or disputes that occur between parties, the scope of the description in the contract regarding the procedures for resolving disputes or disputes is also one of the provisions that must be fulfilled in a construction contract agreement. Disputes or disputes that occur in a construction contract agreement are something that should be avoided, however, disputes in contracts are common with various backgrounds, both caused by factors of the user of goods/services, providers of goods/services, factors from contract clauses and also disputes that are motivated by external factors. Provisions regarding the resolution of disputes or disputes in construction contracts have been regulated in several regulations that apply, especially in Indonesia, where in the 2017 construction services law dispute resolution is achieved through, among others; deliberation, mediation, conciliation, or arbitration⁴. This article will discuss alternative dispute resolution through the International Chamber of Commerce (hereinafter referred to as "ICC) in the implementation of the IPP power plant construction contract agreement with a case study on one example of the Poso hydroelectric power plant construction contract (515 MW).

RESEARCH METHODS

This research employs a normative legal approach, a method based on the statutory regulatory approach related to the legal issues under investigation. This study examines applicable laws, government regulations, and other regulations to understand the intent, purpose, and relationship between these regulations.

The analysis used in this study uses a qualitative method and a dispute resolution theory approach, where the qualitative method approach used refers to a case example that occurred in the electricity purchase agreement (PPA) between PT PLN (Persero) and PT Poso Energy in the development of the Poso Hydroelectric Power Plant (515 MW) which is correlated with the dispute resolution approach in the construction contract.

⁴Law of the Republic of Indonesia, Construction Services Law. State Gazette of the Republic of Indonesia No. 11 (2017). Article 88

RESULTS AND DISCUSSION

1. Construction Dispute Resolution Concept.

A construction dispute is a conflict that arises during the implementation of a construction project that can be caused by several possibilities, including differences in contract interpretation, design changes, payment delays, contractor financial failure, quality issues, unclear information in the contract, and so on. In practice, a construction dispute can occur because it is caused by the service user, service provider, contract document issues, or changes in binding regulations. Generally, the resolution of construction disputes can be achieved through 2 (two) mechanisms, namely settlement through litigation (legal proceedings in court) or non-litigation (outside the court). In cases of disputes resolved through litigation, dispute resolution can be achieved in a commercial court, high court, supreme court, or arbitration court. In disputes through litigation, of course, it begins with a lawsuit from one party to the other party who is the defendant using strict legal procedures, relatively higher costs, and the court's decision will be final and binding.

The presence of the construction services law in Indonesia encourages the resolution of construction disputes to be pursued through the principle of deliberation to reach a consensus between the disputing parties. Therefore, a construction contract is highly recommended to regulate dispute resolution mechanisms through non-litigation channels. Several aspects of the differences between dispute resolution through litigation and non-litigation channels can be seen in the following table:

Dispute Resolution through litigation	Dispute Resolution through Non Litigation
<p><u>Process :</u> Involving courts and formal hearings</p> <p><u>Decision-making :</u> The decision is determined by the Judge based on the law & evidence presented.</p> <p><u>Cost :</u> Relatively more expensive generally for lawyer fees, court costs and administration</p> <p><u>Time :</u> It takes a longer time (months or years)</p>	<p><u>Process :</u> Through negotiation or mediation</p> <p><u>Decision-making :</u> Decisions are under the control of both parties negotiating or involved.</p> <p><u>Cost :</u> Relatively cheaper because it avoids a lengthy court process.</p> <p><u>Time :</u> Takes less time (the length of time is determined by agreement between the disputing parties)</p>

Table 1. Comparative Aspects of Dispute Resolution through Litigation and Non-Litigation

Considering the advantages and disadvantages of each dispute resolution method, both litigation and non-litigation methods have their advantages and disadvantages, which both parties will consider when deciding which method or path to use to resolve the dispute. Some of the advantages and disadvantages of litigation and non-litigation dispute resolution are as follows:

- a. Dispute resolution through litigation
 - Lack:** Relatively long time, higher costs, impact on the relationship of the disputing parties
 - Excess:** Legal certainty, supervision by the courts and complete resolution of disputes

- b. Dispute resolution through non-litigation
 - Lack:** Less binding legal force, risk of dissatisfaction from parties who feel disadvantaged by the results of the agreement, not all types of disputes can be resolved through non-litigation
 - Excess:** Shorter time, lower costs compared to litigation, maintaining good relations between both parties due to the collaborative nature of the settlement.

2. Legal Basis for Construction Dispute Resolution

In every choice of construction dispute resolution method taken by the disputing parties, of course, there must be a legally accountable basis, where both dispute resolution through litigation and non-litigation must still prioritize the principle of fair justice for both parties. Therefore, it is necessary to know the legal approach that is the basis for each process taken in order to obtain legal force for the choice of dispute resolution method agreed upon by the parties. In this study, the results obtained on the legal basis of construction dispute resolution with a normative juridical approach are as follows:

a. Legal Basis for Dispute Resolution through Litigation.

According to Suyud Margono, "Litigation is a lawsuit over a conflict that is ritualized to replace the real conflict, where the parties give a decision maker two conflicting choices." Furthermore, according to Suyud Margono, "Litigation is a dispute resolution process in court where all disputing parties face each other to defend their rights in court. The final result of a dispute resolution through litigation is a decision that states the winner and loser."⁵

To obtain a basis for resolving construction disputes through litigation, it is necessary to pay attention to the literal legal definition of a construction contract or agreement itself. Based on contract law in Indonesia, one of the causes of an obligation is an agreement. This provision is formulated in Article 1233 of the General Civil Code (KUHP), which states that "every obligation is born either by agreement or by law."⁶ Thus, a construction work contract is seen as the source of a contractual agreement in the construction services sector. A construction work contract also serves as evidence of the existence of a contractual relationship; breach of this contractual relationship will give rise to a breach of contract lawsuit. In the context of legal theory, such lawsuits fall within the civil realm. Consequently, if a construction dispute arises, the provisions stipulated in Civil Law should apply.

Civil Procedure Law can also be called formal civil law because it regulates the process of resolving cases through courts that are formally recognized as valid under the law.⁴¹ Formal civil law aims to protect the interests of every member of society. These interests are the civil rights and obligations regulated in material civil law.⁷ Thus, formal civil law is the entire legal rules that determine and regulate how to implement civil rights and obligations regulated in material civil law. Litigation mechanisms are subject to civil procedural law procedures in general courts. In addition to being guided by the Herzien Inlandsch Reglement (HIR), the provisions of general civil procedural law in Indonesia are also sourced from RBg (Het Rechtsreglement Buitengewesten), Rv (Reglement op de Burgerlijke Rechtsvordering) plus other statutory provisions such as BW (Burgerlijke Wetboek or Civil Code), Wvk (Wetboek van koophandel or Commercial Law Code), and Law No. 48 of 2009 concerning Judicial Power.

b. Legal Basis for Dispute Resolution through Non-Litigation.

The enactment of the Construction Services Law in Indonesia represents the actualization of the government's support for business activities, particularly in the construction sector. The Construction Services Law serves as a fundamental element of the legal framework used as a reference in the implementation of construction services in Indonesia. The Construction Services Law in Indonesia first emerged through Law No. 18 of 1999 concerning construction services, but over time, the law has not been sufficient to meet the needs of good governance and the dynamics of the development of construction services. This led to the enactment of Law No. 2 of 2017 concerning construction services, which is a concrete step in addressing the needs of governance and the dynamics of the development of construction services in Indonesia, as well as efforts to

⁵Nurnaningsih Amriani, "Alternative Mediation for Dispute Resolution in Court", Grafindo Persada, Jakarta, (2012). p. 16

⁶R. Subekti, Contract Law, 11th Edition, PT Intermedia. Jakarta, 1987. p. 1

⁷Abdulkadir Muhammad, Indonesian Civil Procedure Law, PT Citra Aditya Bakti, Bandung. 2015. pp. 10-11

provide guarantees of order and legal certainty in construction services activities. Specifically, one of the important elements in the changes to the 2017 Construction Services Law compared to the 1999 Construction Services Law is the dispute resolution mechanism. The 1999 Construction Services Law regulates the dispute resolution mechanism into two alternatives: "Construction service disputes can be resolved through the courts or outside the courts based on the voluntary choice of the disputing parties."⁸ Differences regarding dispute resolution mechanisms are stipulated in the 2017 Construction Services Law, Chapter XI concerning Dispute Resolution, as in Article 88 of the 2017 Construction Services Law, which mandates that "disputes that occur in construction work contracts are resolved through the principle of deliberation to reach a consensus."⁹

In more detail, Article 88 regulates the dispute resolution mechanism in stages, the hierarchy of dispute resolution referred to is as follows:¹⁰:

- i. Settlement of disputes through deliberation to reach consensus.
- ii. Dispute resolution through the stages of efforts listed in the construction work contract if deliberation to reach a consensus cannot be achieved.
- iii. The parties make a written agreement regarding the dispute resolution procedures that will be chosen if the construction work contract does not contain dispute resolution provisions.

Further explanation regarding the purpose of the stages of dispute resolution efforts in letter (i) regulated by the 2017 Construction Services Law includes efforts to resolve disputes by means of; mediation, consolidation, arbitration. In addition, the dispute resolution article also states that other efforts taken are to form a dispute council as an alternative in resolving disputes while still prioritizing the element of professionalism where the membership of the dispute council does not become part of one of the disputing parties. An explanation regarding the definition of the dispute council, duties and other provisions regarding the dispute council are regulated in Government Regulation Number 22 of 2020 concerning Implementing Regulations of Law Number 2 of 2017 concerning Construction Services which states that¹¹A dispute board is an individual or team formed based on the agreement of the parties from the beginning of the construction work contract to prevent and resolve disputes. The formation of a dispute board is outlined in a tripartite agreement between the contracting parties and the dispute board, the tripartite agreement is inseparable from the construction service agreement signed by the parties and the dispute board. The duties of the dispute board are at least; preventing disputes between the parties, resolving disputes by providing professional consideration of certain aspects as needed or resolving disputes through the formulation of formal conclusions set out in the dispute board decision. The number of dispute board members must be odd or odd, by prioritizing the principle of fairness where the decision of the dispute board has a duration of twenty-eight calendar days from the decision being made as a period for submitting objections before it becomes a final decision and binding on both parties.

From the explanation regarding the legal basis for dispute resolution in the 2017 Construction Services Law, it can be interpreted that non-litigation construction dispute resolution is a dispute resolution mechanism that has a strong legal basis. Another regulation that strengthens the legal basis for non-litigation dispute resolution is Law No. 30 of 1999 concerning Arbitration and

⁸Law of the Republic of Indonesia, Construction Services Law. State Gazette of the Republic of Indonesia No. 54 (1999). Article 36

⁹Law of the Republic of Indonesia, Construction Services Law. State Gazette of the Republic of Indonesia No. 11 (2017). Article 88 (1)

¹⁰Law of the Republic of Indonesia, Construction Services Law. State Gazette of the Republic of Indonesia No. 11 (2017). Article 88

¹¹Government Regulation of the Republic of Indonesia, Implementing Regulation of Law No. 2 of 2017. State Gazette of the Republic of Indonesia No. 107 (2020). Article 94

Alternative Dispute Resolution. That based on the applicable laws and regulations, civil dispute resolution in addition to being able to be submitted to general courts is also open to the possibility of being submitted through arbitration and alternative dispute resolution. Based on Law No. 30 of 1999, alternative dispute resolution is an institution for resolving disputes or differences of opinion through procedures agreed upon by the parties, namely settlement outside the court through consultation, negotiation, mediation, conciliation, or expert assessment.¹²

Consultation is essentially a personal action between a particular party, called the client, and another party, the consultant, who provides his or her opinion to the client to meet the client's needs or requirements. Although in principle, this opinion is not necessarily binding, in the sense that the consultant only provides a (legal) opinion, as requested by the client, which will then be made by the parties themselves regarding the resolution of the dispute, although sometimes the consultant is also given the opportunity to formulate the forms of dispute resolution. Negotiation is a consensus process used by the parties to reach an agreement between them. Another opinion states that negotiation is one of the efforts to resolve disputes between parties without going through a court process that aims to reach a creative and harmonious cooperative agreement.¹³, so negotiation can also be concluded as a negotiation process between two parties, which includes giving, receiving, and bargaining to reach an agreement. Mediation is a method of resolving problems at the beginning of a dispute or dispute. This mediation involves an impartial third party who is acceptable to both parties. This third party will try to help the disputing parties decide on a solution to the problem. Mediation is as beneficial as arbitration. Mediation can resolve problems quickly, cheaply, privately, and handled by experts. However, this mediation decision is not binding, so if an agreement cannot be reached, the entire mediation effort becomes a waste of time and money. Conciliation is not much different from the meaning of peace, conciliation as an alternative dispute resolution outside the court is an action or process to achieve peace outside the court. In conciliation, a third party seeks a meeting between the disputing parties to seek peace. Expert assessment is an opinion or information obtained by the disputing parties from a specific expert regarding the ongoing dispute. This occurs because of differences of opinion between the parties, prompting them to seek the opinion of an expert regarding the main issues in the dispute or other necessary matters. An expert provides their opinion based on facts provided to them or gathered through their own investigation.

3. The International Chamber of Commerce as an Alternative Institution for Construction Dispute Resolution

The International Chamber of Commerce (hereinafter referred to as "ICC") is an international organization founded in 1919 by a group of industrialists, financiers, and merchants. The ICC was founded with the aim of bringing prosperity to the world economy, which was still recovering from the devastation of World War I.¹⁴ Along with the development of the times, the ICC also aims to create rules to regulate trade, investment, finance or commercial relations. In its development, the ICC, whose headquarters are located in Paris, has several departments, one of which is the Dispute Resolution Service department that handles the resolution of disputes on an international scale, so it can be said that the ICC is an international arbitration institution. However, the alternative dispute resolution services provided by the ICC are not limited to arbitration court institutions alone but include alternative dispute resolution services through mediation, experts, and dispute boards. There are no specific provisions regarding who can use ICC mediation services. Anyone can use ICC

¹²Law of the Republic of Indonesia. Arbitration and Alternative Dispute Resolution. State Gazette No. 138 (1999). Article 1, Paragraph 10

¹³Frans Hendra Winata, Dispute Resolution Law. Sinar Grafika. Jakarta. 2012. p. 8

¹⁴https://id.wikipedia.org/wiki/International_Chamber_of_Commerce

mediation, whether companies, countries, state-owned entities, international organizations or individuals. In addition, to use ICC mediation, it is not necessary to be an ICC member or have any other affiliation with the ICC.

In the example of a dispute case that occurred in the Poso Hydroelectric Power Plant (PLTA) IPP contract, PT Poso Energy as the IPP developer made a claim for the right to receive payment for the special facility components of the Poso Hydroelectric Power Plant from PT. PLN and requested the handover of the special facilities that had been completed. PT. PLN as the buyer rejected PT Poso Energy's request regarding the right to receive payment and handover of the special facility work in question on the basis that all conditions for the handover and payment of the special facility components had not been met. In the contract agreement, the procedures and requirements for payment of the electricity components provided by the IPP developer to PT. PLN, including the special facilities that will be handed over from the IPP developer to PLN, are regulated in the articles of the electricity purchase contract agreement. The articles relating to the handover of special facilities are as follows; "The transfer of Special Facilities is subject to the terms and conditions in this Agreement, the Seller agrees to transfer the special facilities together with all related guarantees and warranties that have not expired (including any bonds or guarantees and warranties) free and clear of any encumbrances to PLN, and PLN will take over control of the Special Facilities from the Seller on the Commercial Operation Date (COD), after the Certificate of Operational Eligibility for the Special Facilities has been issued and the takeover certificate has been signed in accordance with Appendix P"¹⁵.

Alternative dispute resolution in the construction contract for the Poso Hydroelectric Power Plant (IPP) is outlined in a single sales and purchase agreement between PT PLN and PT Poso Energy. Article 17 of the Poso Hydroelectric Power Plant IPP Power Plant Power Plant regarding the settlement of disputes, it is agreed that the mechanism to be taken by both parties in resolving the dispute is through referral to an expert or through arbitration. In terms of the hierarchy of the order taken by both parties in the event of a dispute, it is prioritized through the expert referral mechanism appointed by the ICC before the next alternative dispute resolution is carried out through arbitration if the assessment mechanism or expert opinion does not resolve the dispute that occurs. The procedure or mechanism for submitting a referral, up to the time limit given to the appointed expert is also stated in the agreement, including the steps to be taken if within a certain time limit, the appointed expert does not provide a referral to the dispute that occurs. The electricity sales agreement contract also regulates dispute resolution through arbitration with the consideration that if dispute resolution through expert referral does not achieve the goals expected by both parties. The alternative dispute resolution agreed upon by the parties in this contract agreement is an effort to resolve disputes that prioritizes the concept of a win-win solution with the principle of justice for all parties in dispute, as according to Dean G. Pruitt and Jeffrey Z. Rubin, one way to resolve disputes is the problem solving theory, namely looking for alternatives that can satisfy both parties.¹⁶

CONCLUSION

Construction dispute resolution continues to develop into an important element in the implementation of construction service contracts, the resolution of a construction dispute case aims to achieve the objectives of the implementation of the construction service itself and is part of the effort to avoid greater losses for the disputing parties and becomes part of mitigation for the emergence of other problems from disputes that occur in the implementation of construction services. Construction disputes which are conflicts for the parties bound by a construction contract agreement are not always legal

¹⁵Contract Agreement between PT. PLN (Persero) and PT. Poso Energy. Poso Hydroelectric Power Plant 515 MW. 2017. Article 5.7.6

¹⁶Juwita Tarochi Boboy. "Land Dispute Resolution Through Mediation Based on the Theory of Dean G. Pruitt & Jeffrey Z. Rubi." *Notarius* Volume 13 Number 2. (2020). p. 808

problems that must be resolved through litigation through civil courts. To create a conducive business climate, transparent implementation of construction services, healthy business competition and guarantee equality of rights and obligations between service users and construction service providers, the resolution of construction disputes through non-litigation channels (outside the court) is encouraged to be a preferred alternative rather than settlement through legal cases in court. The legal basis for out-of-court dispute resolution is formulated in the applicable laws and regulations in Indonesia, namely the 2017 Construction Services Law, the 1999 Arbitration and Alternative Dispute Resolution Law, and Government Regulation Number 22 of 2020, which contains more detailed implementing regulations for the 2017 Construction Services Law. Non-litigation construction dispute resolution, such as deliberation, mediation, conciliation, expert assessment, and the formation of a dispute council, provides a variety of options that can be taken to resolve problems by prioritizing the principle of a just win-win solution. The existence of out-of-court dispute resolution efforts is increasingly developing along with the various types of disputes that arise both at the level of national contract agreements and international contract agreements. The International Chamber of Commerce, or ICC, which was originally only an international chamber of commerce organization, has developed into an international arbitration institution. As the world's leading arbitration institution, choosing the ICC as an alternative medium for resolving construction contract disputes can be a good option because the dispute resolution services provided by the ICC are quite comprehensive, ranging from mediation, conciliation, expert provision to arbitration services with a high level of independence, especially if the type of contract agreement made by the parties is an international contract agreement.

Referemce

- Agustina, Rosa. Suharnoko. Nieuwenhuis, Hans. Hisma, Jaap. 2012. Hukum Perikatan. Denpasar. Pustaka Larasan. Edisi 1
- Amar, Dede. Fitriyanti, Fadia. Ma'arif, Faqih. Baldah, Nasrun. Utoyo, Bambang. 2020. State of The Art Perselisihan Kontrak Konstruksi di Indonesia. Yogyakarta. INERSIA. Vol. XIV No.2. Desember 2020
- Amriani, Nurnaningsih. 2012. Mediasi Alternatif Penyelesaian Sengketa di Pengadilan. Jakarta. Grafindo Persada.
- Amry, Muhammad. 2019. Potensi Kasus Hukum Dalam Proyek Konstruksi dan Keberlanjutan Konstruksi di Indonesia. Depok. Prosiding Seminar Nasional Pasca Sarjana Universitas Indonesia.
- Boboy, Juwita Tarochi. 2020. Penyelesaian Sengketa Pertanahan Melalui Mediasi Berdasarkan Teori Dean G. Pruit & Jeffrey Z. Rubi. Jakarta. Notarium, Vol.13 No. 2. 2020
- Christiawan, Rio. 2020. Kepastian Hukum Pelaksanaan Kontrak Konstruksi. Jakarta. Jurnal Ilmiah Hukum Kenotariatan, Vol.9 No.2 November 2020.
- Febriza, Muhammad Jihan. 2019. Perjanjian Jual Beli Tenaga Listrik antara PT. PLN (Persero) dengan Badan Usaha Swasta Berdasarkan Undang- Undang Nomor 30 Tahun 2009 Tentang Ketenagalistrikan. Media Bina Ilmiah 1689. Vol.13 No.10. Mei 2019.
- Lature, Karolus E. 2018. Analisis Penyelesaian Sengketa Konstruksi di Indonesia. Bandung. Jurnal Legislasi Indonesia. Vol. 15 No.3. November 2018
- Law Office, JRJ. 2023. Pengantar Hukum Perdata Prof. Subekti. <https://www.jrjlawoffice.co.id/hukum-perdata-menurut-prof-subekti>
- Muhammad, Abdulkadir. 2015. Hukum Acara Perdata Indonesia. Bandung. PT Citra Aditya Bakti
- Noor, Muhammad. 2015. Penerapan Prinsip-Prinsip Hukum Perikatan Dalam Pembuatan Kontrak. Jurnal Pemikiran Hukum Islam. E-ISSN 2460 – 6588
- Peraturan Menteri ESDM Nomor 10 Tahun 2017 tentang Pokok – Pokok Perjanjian Jual Beli Tenaga Listrik. Lembaran Negara Republik Indonesia Tahun 2017 Nomor 151.
- Peraturan Pemerintah No 22 Tahun 2020 tentang Peraturan Pelaksanaan Undang-Undang Nomor 2 Tahun 2017 Tentang Jasa Konstruksi. Lembaran Negara Republik Indonesia Tahun 2020 Nomor 107. Tambahan Lembaran Negara Republik Indonesia Nomor 6494

- Perjanjian Kontrak PT. PLN (Persero) dan PT. Poso Energy Tahun 2017 tentang Pembangkit Listrik Tenaga Air Poso 515 MW.
- Priyambodo, Mas Agus. 2021. Mekanisme Penyelesaian Sengketa Konstruksi Menurut Undang – Undang No.2 Tahun 2017 Tentang Jasa Konstruksi. Jakarta. Iblam Law Review. Vol. 01 No.03. Hal 173-177. September 2021
- Subekti, R. 1987. Hukum Perjanjian, Jakarta. PT Intermedia. Cetakan ke-XI.
- Sudarto, Antonius. 2022. Hukum Kerja Kontrak Konstruksi. Jakarta. Modul Pengantar Hukum Kontrak Kerja Konstruksi, Kementerian PUPR
- Undang – Undang Nomor 2 Tahun 2017 tentang Jasa Konstruksi. Lembaran Negara Republik Indonesia Tahun 2017 Nomor 11. Tambahan Lembaran Negara Republik Indonesia Nomor 6842.
- Undang – Undang Nomor 30 Tahun 2009 tentang Ketenagalistrikan. Lembaran Negara Republik Indonesia Tahun 2009 Nomor 133. Tambahan Lembaran Negara Republik Indonesia Nomor 5052.
- Undang - Undang Nomor 18 Tahun 1999 tentang Jasa Konstruksi. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 54. Tambahan Lembaran Negara Republik Indonesia Nomor 3833.
- Undang - Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa. Lembaran Negara Republik Indonesia Tahun 1999 Nomor 138. Tambahan Lembaran Negara Republik Indonesia Nomor 3872
- Wikipedia. 2024. International Chamber of Commerce. https://id.wikipedia.org/wiki/International_Chamber_of_Commerce
- Winata, Frans Hendra. 2012 Hukum Penyelesaian Sengketa. Jakarta. Sinar Grafika.