



COMPARISON OF BUSINESS DISPUTE RESOLUTION THRU ARBITRATION BETWEEN INDONESIA AND THAILAND

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ABSTRACT

The resolution of business disputes through arbitration constitutes a form of private legal dispute settlement, particularly within the context of cross-border business relationships. In Indonesia and Thailand, the implementation of business dispute resolution through arbitration is conducted through several procedural stages, after which arbitral awards are final and binding. However, Thailand imposes a three-year time limit for the enforcement of arbitral awards, whereas Indonesia does not specifically regulate such a limitation. Differences in arbitration rules and practices between Indonesia and Thailand give rise to juridical consequences affecting the legal standing of arbitral awards and the effectiveness of their enforcement. This study aims to examine and compare the mechanisms of business dispute resolution through arbitration and the legal position of arbitral awards in Indonesia and Thailand. The research employs a normative juridical method using statutory and comparative approaches, supported by primary, secondary, and tertiary legal materials. Data collection was conducted through library research, and the data were analyzed qualitatively. The findings indicate that Law Number 30 of 1999 governs arbitration in Indonesia with more formal procedural characteristics and strong court involvement, particularly at the stage of award enforcement. In contrast, the Arbitration Act B.E. 2545 (2002), as amended by the Arbitration Act B.E. 2562 (2019), establishes a more flexible and contemporary arbitration system that adopts the principles of the UNCITRAL Model Law. The main obstacles to enforcement in Indonesia include excessive judicial intervention and lengthy bureaucratic procedures, whereas Thailand faces challenges in harmonizing domestic and international arbitration frameworks.

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1. INTRODUCTION

In this era of globalization, many significant impacts occur on business activities, whether national or international, which can create increasingly complex and highly dynamic economic interconnections. Business transactions are the lifeblood of a country's economy because the activities of business transactions in a country can indicate the level of prosperity of its society and serve as a measure of the country's economic level. The increase in business transactions occurring rapidly across countries can be marked by various interactions, negotiations, and forms of cooperation carried out by business actors.

The rapid development of business activities is not without the potential for disputes or conflicts between the parties involved. Various types of disputes can arise due to differences in contract interpretation, breaches of agreement, delays in fulfilling obligations, or actions that may cause harm to one party. However, disputes

sometimes cannot be avoided due to misunderstandings, legal violations, breaches of promise, conflicting interests, and/or losses to one party. These disputes can arise at various stages in running a business, from the negotiation process, executing the agreement, to after the cooperation ends, so all activities have the potential to trigger various conflicts that can disrupt the smoothness of business relationships.

Because disputes have arisen in business activities, the existence of effective dispute resolution becomes very necessary to address these issues, so that business relationships can be maintained and economic stability can be preserved. Then, business actors must adhere to multinational agreements to ensure legal protection and legal certainty, as well as to support free trade.

In the event that a dispute arises in business activities and it constitutes a dynamic civil matter involving multiple interests, the potential for conflict is almost unavoidable, thus the disputing parties can demand a quick and precise resolution of the dispute. The parties involved in a business dispute can freely choose the method of resolution and the law to be applied in accordance with the agreement stated in the contract, based on the wishes of each party who is fully responsible for the method of dispute resolution.

Generally, business dispute issues can be resolved thru two methods: the litigation route, which is the dispute resolution process conducted in court, and the non-litigation route, which is the dispute resolution process conducted outside the court, also known as alternative dispute resolution. However, resolving business disputes thru litigation often encounters problems such as high costs and long resolution times, whereas non-litigation business resolution is considered relatively cheaper and faster in terms of dispute resolution time.

One alternative dispute resolution method that can be conducted outside the court and is widely used today is dispute resolution thru arbitration institutions. Arbitration as a process of adjudication outside the general court system, which is very helpful in resolving disputes at both the national and international levels related to the implementation of applicable agreements or contracts.

The role of arbitration law in the resolution of national and international business disputes is very important. Arbitration can provide legal certainty and justice for the parties involved in business disputes. Dispute resolution conducted thru arbitration has many advantages such as relatively low costs, quick timelines, and guaranteed confidentiality for the parties involved in the dispute. From the nature of arbitration as mentioned above, the dispute resolution process thru arbitration is conducted privately, and its decisions are not announced, which is different from the examination of disputes conducted in court.

In its implementation, the arbitration mechanism in each country differs according to its respective legal system. In Indonesia, arbitration is specifically regulated under Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, which includes provisions from the appointment of arbitrators, examination procedures, to the enforcement of decisions. In Article 1, it is explained that arbitration is a method of resolving civil disputes outside the general court based on an arbitration agreement made in writing by the disputing parties, and the decision of the arbitration judge (arbitrator) in resolving the dispute is final and binding, meaning there are no further legal efforts to annul the decision. Arbitration in Indonesia is also bound by the applicable legal provisions in its procedures.

This is different from the application of arbitration in our neighboring country, Thailand. In Thailand, arbitration is regulated by the Arbitration Act B.E. 2454 (2002), which has been revised to the Arbitration Act B.E. 2562 (2019). Under this provision, arbitration awards in Thailand are made by an arbitration tribunal and these awards are equivalent to court judgments, making them binding and enforceable against the parties involved. The application of arbitration procedures in Thailand is more flexible and modern because Thailand follows the principles of the UNCITRAL Model Law, which facilitates both domestic and international arbitration.

When viewed from the arbitration laws in Thailand and Indonesia, there are differences that can be examined, namely that Thailand has a more modern and flexible arbitration system than Indonesia. Then, with Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution in Indonesia, arbitration procedures tend to be more formal and less formal. In contrast, Thailand adopts the UNCITRAL Model Law thru the Arbitration Act B.E. 2545 (2002), which allows the use of electronic evidence, online hearings, and faster recognition of foreign arbitration awards based on the New York Convention 1958. Furthermore, in terms of the recognition of foreign arbitration awards, both Indonesia and Thailand are bound by the New York Convention 1958, but Thailand has a three-year time limit for filing the execution of the award, whereas in Indonesia, this time limit is not specifically regulated in the arbitration law. However, there are also similarities between arbitration in Indonesia and Thailand, namely that the decisions resulting from arbitration are "final and binding" on the disputing parties.

Legal certainty in resolving business disputes is highly necessary. Various international business practices can be hindered by differences in procedures, institutions, and mechanisms for recognizing arbitration awards in both countries. Effective, quick, and confidential dispute resolution is necessary. However, differences in legal systems can create uncertainty for the disputing parties. Therefore, this research is important to analyze the

comparison of the two arbitration systems, so that it can provide a clear picture of the advantages and disadvantages of each country. Based on this description, the problem formulation in this research is: how the regulation and mechanism of business dispute resolution thru arbitration in Indonesia and Thailand, as well as the position and implementation of arbitration awards in both countries. The objective of this research is to analyze and compare the mechanism of business dispute resolution thru arbitration in Indonesia and Thailand, and to examine the position and effectiveness of the implementation of arbitration awards in the legal systems of each country. This research is urgent because arbitration is a widely used mechanism in the resolution of international business disputes. A comprehensive understanding of the differences in arbitration regulations in Indonesia and Thailand is expected to contribute to the development of national arbitration law, particularly in enhancing legal certainty and Indonesia's competitiveness as a forum for business dispute resolution.

2. RESEARCH METHODS

This research is a normative juridical legal study that places law as a written norm (law in books) with a focus on the regulation of business dispute resolution thru arbitration in Indonesia and Thailand. The approach used includes a statutory approach by examining Law Number 30 of 1999, the Arbitration Act B.E. 2545 (2002) as amended by the Arbitration Act B.E. 2562 (2019), as well as the 1958 New York Convention, and a comparative approach to analyze the similarities and differences in arbitration mechanisms in both countries. The legal materials used consist of primary, secondary, and tertiary legal materials as supporting materials. The collection of legal materials was conducted thru library research and analyzed qualitatively using a descriptive-analytical method to obtain a comprehensive understanding of the mechanisms, the status of decisions, and the comparison of business dispute resolution thru arbitration in Indonesia and Thailand.

3. RESULT AND ANALYSIS

Resolution of Business Disputes Thru Arbitration in Indonesia and Thailand

Business dispute resolution is a legal process used to settle disputes that arise between business actors related to agreements or business activities, conducted thru alternative channels outside of court. According to civil law, a dispute occurs when two or more parties have differing interests that cannot be resolved thru deliberation.

Dispute resolution in business is a complex process and often requires a flexible and inclusive approach.

The resolution of business disputes thru arbitration in Indonesia has been comprehensively regulated by Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. This law serves as the main foundation for resolving disputes thru arbitration mechanisms, both national and international.

The process of resolving disputes thru arbitration involves several stages that may vary depending on the rules and procedures chosen by the parties involved.

However, in general, the following is the typical process in dispute resolution using arbitration:

a. Arbitration Agreement

The parties involved in the dispute must sign an arbitration agreement, which binds them to use arbitration as a method of dispute resolution. This agreement can be in the form of an arbitration clause in a contract or a separate arbitration agreement. The parties then select one or more arbitrators who will resolve their dispute. The process of selecting arbitrators can be stipulated in the arbitration agreement or entrusted to a specific arbitration institution.

b. Formation of an Arbitration Panel (if more than one Arbitrator)

If the dispute involves more than one arbitrator, an arbitration panel will be formed. This panel usually consists of the number of arbitrators agreed upon by the parties or according to the rules being followed. The parties agree or, if necessary, the arbitrator establishes the rules and procedures to be followed in the arbitration process. This includes the hearing schedule, exchange of evidence, and other necessary procedures.

c. Information Exchange (Discovery)

The parties can exchange information and evidence related to the dispute, a process similar to the discovery phase in conventional courts. This information exchange helps prepare arguments and understand each party's position. The arbitration hearing is a forum where the parties present their arguments and provide evidence to support their claims or defenses. The hearing can be held at a location agreed upon by the parties or according to the chosen arbitration rules.

d. Decision-Making

The arbitrator or arbitration panel considers the arguments, evidence, and legal arguments presented by the parties. They then make a decision that is final and binding. The arbitration award is given in writing and contains legal reasons supporting the decision. This decision has legal force and can be enforced in a court or other legal forum.

e. Enforcement of the Award

If one party does not comply with the arbitration award, the winning party may file a petition for recognition and enforcement of the award with the competent court, whether in national or international jurisdiction. After the arbitration award is executed, the dispute resolution process is considered complete. The parties can close this process and report the resolution of the dispute.

Meanwhile, the resolution of business disputes thru arbitration in Thailand is regulated by the Arbitration Act BE 2545 (2002), which is based on the UNCITRAL Model Law. Like in Indonesia, the process of resolving disputes thru arbitration in Thailand also involves several stages that may vary depending on the rules and procedures chosen by the parties involved. Generally, the process of resolving disputes using arbitration in Thailand includes:

a. Application to the competent court

Based on the Arbitration Act, the party wishing to enforce the arbitration award must submit an application to the Thai court within three years from the date the award can be enforced. The application must include the original or a certified copy of the arbitration award and the arbitration agreement, along with their translations if necessary. In Thailand, the choice of court to submit an arbitration award depends on the nature of the disputed contract. If the contract involves public services, concessions, or agreements between the state and private parties, the ruling is likely to be submitted to the Administrative Court. However, for commercial contracts between private parties, the ruling will be submitted to the Supreme Court, which consists of general courts and specialized courts. Additionally, the Central Intellectual Property and International Trade Court (IP&IT Court) has jurisdiction over the enforcement of arbitration awards related to intellectual property and international trade disputes.

b. Judicial review of arbitration awards

The court will review the application to ensure compliance with Article 43 of the Arbitration Act. Thai courts generally support a pro-enforcement approach to judgments but may refuse enforcement on limited grounds, such as procedural irregularities, lack of jurisdiction, or violations of Thai public policy.

c. Recognition and enforcement order

If no valid grounds for refusal are found, the court will issue an enforcement order, allowing the winning party to take further steps such as seizing assets or compelling compliance.

d. Enforcement of arbitration awards

Once recognized, arbitration awards are enforced similarly to domestic court judgments, following the enforcement procedures in Thailand based on the Civil Procedure Code.

Business dispute resolution thru arbitration in Indonesia and Thailand is an out-of-court mechanism that emphasizes the agreement of the parties and a decision that is final and binding. Although they share the same principles, there are differences in their implementation, particularly at the stage of recognition and enforcement of arbitration awards.

Indonesia still shows relatively strong court involvement based on Law Number 30 of 1999, whereas Thailand, thru the Arbitration Act B.E. 2545 (2002) based on the UNCITRAL Model Law, adopts a more pro-enforcement approach with limited court intervention.

Based on the process of resolving business disputes thru arbitration in Indonesia and Thailand, data shows that business dispute resolution thru arbitration can be pursued thru two paths: the non-litigation path, where arbitration serves as an alternative dispute resolution outside the court, and the litigation path thru the court.

The data obtained regarding the resolution of business disputes thru the Indonesian National Arbitration Board (BANI) up to the year 2024 indicates more than 1,000 arbitration cases, with issues predominantly related to construction, financing, and trade. Subsequently, data obtained from the Supreme Court Directory shows that a number of arbitration cases have reached the court.

a. Supreme Court Directory Decisions of 2023:

- 1) Decision No. 918/B/Pdt.Sus-Arbt/2023 (August 2023)
- 2) Decision No. 1211/B/Pdt.Sus-Arbt/2023 (November 2023)
- 3) Decision No. 1212/B/Pdt.Sus-Arbt/2023 (November 2023)
- 4) Decision No. 1320/B/Pdt.Sus-Arbt/2023 (November 2023)

b. Supreme Court Directory Decisions of 2024:

- 1) Decision No. 234/B/Pdt.Sus-Arbt/2024 (February 2024)
- 2) Decision No. 524/B/Pdt.Sus-Arbt/2024 (May 2024)
- 3) Decision No. 665/B/Pdt.Sus-Arbt/2024 (June 2024)
- 4) Decision No. 941/B/Pdt.Sus-Arbt/2024 (October 2024)
- 5) Decision No. 1217/B/Pdt.Sus-Arbt/2024 (November 2024)

- c. Supreme Court Directory Decisions of 2025:
 - 1) Decision No. 142/B/Pdt.Sus-Arbt/2025 (April 2025)
 - 2) Decision No. 355/B/Pdt.Sus-Arbt/2025 (April 2025)
 - 3) Decision No. 835/B/Pdt.Sus-Arbt/2025 (August 2025)
 - 4) Decision No. 901/B/Pdt.Sus-Arbt/2025 (September 2025)

After that, data on the resolution of business disputes thru arbitration in Thailand that are settled thru the Arbitration Institution are:

Thai Arbitration Institute (TAI) This institution has handled more than 2,500 cases with a total value of 1 trillion baht since its establishment in 1990. In 2017, TAI received 115 new cases valued at over USD 1 billion, managed 434 cases, and concluded 148 final awards.

Then, the data obtained from the resolution of business disputes in Thailand thru the courts according to the THAC 2022 Annual Report, most arbitration-related cases (including enforcement and setting aside arbitration awards) were filed with the Central Administrative Court, while the Central Intellectual Property and International Trade Court received fewer cases in 2022. However, this report does not specify the exact number of cases that were filed in each court.

Since May 1, 2024, several courts in Bangkok have actively promoted and encouraged parties to resolve their disputes thru in-court arbitration or judicial arbitration under the Thai Arbitration Institute, Office of the Judiciary Arbitration Rules.

The Position of Business Dispute Arbitration Awards in Indonesia and Thailand

In the process of resolving business disputes thru arbitration, the position of arbitration awards becomes a determining factor in the effectiveness of dispute resolution, particularly in ensuring legal certainty and the enforceability of such awards in Indonesia and Thailand. The position of business dispute arbitration awards is a fundamental aspect in determining the effectiveness and legal certainty of the arbitration mechanism itself, especially within the legal systems of Indonesia and Thailand.

In the arbitration legal system in Indonesia, the decisions rendered have a unique legal standing that differs from general court rulings. In Indonesia, arbitration awards are final and binding and cannot be appealed, cassated, or reviewed in general, as stipulated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution (Arbitration Law), which in Article 60 of the Arbitration Law explicitly states that arbitration awards are final and have permanent legal force and bind the parties, and the parties who have agreed to resolve disputes thru arbitration must accept and execute the arbitral award without being able to pursue legal remedies as in the general judicial system.

However, there are limited exceptions to this principle. Article 70 of the Arbitration Law allows for the annulment of arbitration awards by the District Court in certain limited circumstances, including:

- a. A letter or document submitted in the examination after the verdict is rendered is acknowledged as false or declared false;
- b. After the verdict is rendered, a determining document hidden by the opposing party is found;
- c. Or the verdict is rendered based on deceitful actions carried out by one of the parties in the dispute examination.

Then, normatively, an arbitration award must be recognized and enforced after exequatur, which means applying for recognition and an execution order. However, in practice, there are still procedural and non-procedural obstacles, including instances where the enforcement of an arbitration award is sometimes rejected by the court on the grounds of conflicting with public policy or certain formal provisions in Indonesia.

Then, the position of Arbitration Awards in business disputes in Thailand is not much different from that in Indonesia. Thailand is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, so both foreign and domestic arbitral awards can be recognized and enforced in Thailand if they meet the requirements specified in the Arbitration Act B.E. 2545 (2002).

In the Thai legal system, an arbitration award that has been rendered is binding and can be submitted for recognition and enforcement to the competent court within a certain period (for example, within three years from the date the award becomes binding). The court will review the formal requirements and can only refuse recognition/enforcement on limited grounds such as:

- a. Validity of the arbitration agreement, lack of notice to the party,
- b. A ruling beyond the scope of the arbitration agreement,
- c. Or violation of public order/good morals.

Although the Arbitration Act B.E. 2545 in Thailand is heavily influenced by the UNCITRAL Model Law, Thailand is not a country that precisely adopts the complete latest version of the Model Law. This results in the regulation of arbitration awards, particularly the grounds for refusing enforcement, being integrated thru domestic law, which still retains certain discretion for Thai courts.

4. CONCLUSION

Business dispute resolution thru arbitration in Indonesia and Thailand is an out-of-court mechanism based on the parties' agreement and emphasizes efficiency, flexibility, and confidentiality of the process, recognized as a legitimate and effective forum for resolving business disputes, particularly those of a commercial and cross-border nature; however, in practice, there are differences in the recognition and enforcement stages of the award, where Indonesia, thru Law Number 30 of 1999, still shows relatively strong court involvement in the execution process, while Thailand, thru the Arbitration Act B.E. 2545 (2002) based on the UNCITRAL Model Law, adopts a more pro-enforcement approach with limited court intervention, reflecting the differing legal policies of each country.

The position of arbitration awards in Indonesia is normatively final and binding as regulated by Law Number 30 of 1999, so in principle, legal remedies such as appeals, cassation, or judicial review cannot be pursued, although the law still allows for limited annulment thru Article 70 as a form of protection for procedural justice. Meanwhile, in Thailand, arbitration awards are also binding and can be recognized and enforced by the courts based on the Arbitration Act B.E. 2545 (2002) and the New York Convention 1958, with limited grounds for refusal only on specific grounds such as violation of public order or procedural defects. Thus, both Indonesia and Thailand place arbitration awards as legitimate and binding dispute resolution instruments, albeit with different levels of court intervention in their enforcement.

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