

The Legal Concept of Construction Dispute Resolution through Adjudication in Indonesia: A Comparative Study

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Abstract— This study aims to analyze (1) the dispute of construction service through adjudication in Malaysia and New South Wales, Australia; and (2) the legal conception of construction dispute through adjudication in Indonesia. The methodology used in this research was the normative legal jurisdiction with the statute, conceptual, comparison, and comparative approach. The results show that (1) the dispute of construction service through adjudication in Malaysia and New South Wales, Australia, is a legal process where the appointed adjudicator is responsible to solve the dispute between the conflicted parties. Furthermore, the adjudication process is carried out by assigning a dispute adjudication board. Since there is no obstruction in the fieldwork when this process is applied, therefore it is considered more effective; and (2) the legal conception of construction dispute through adjudication in Indonesia is preferable to reflect on CIPAA 2012 which is successfully applied in Malaysia.

Keywords— *Dispute, Construction Service, Resolution, Adjudication*

1. Introduction

When Construction service is one of the industries which significantly contribute to the economy development of a country. The industry contribution is done through providing labors which decrease unemployment, increase the income rate, and community consumption and leads to the positive contribution to the development. In order that the construction industry gives additional value to the development, then the industry management system must be done professionally and effectively in all aspects involved in a construction project.

In line with the increase of the development activity of facilities and infrastructure along to the construction technology advance, there is a potential increase of the emergence of different opinion, disagreement, and contention among parties involved in the construction contract. The emerging contention in the implementation of those construction projects needs to be solved. If it is ignored, then the contention will get worse and leads to dispute as well as causes the decrease of construction implementation performance as a whole, in this case it will cause waste and decrease the value expected [1].

The construction service job in order to conduct the infrastructure development is done based on the contract between the construction service user and the construction service implementer. Construction contract is the same as the principle of the general contract, both in terms of its valid requirement of the contract/agreement or the principles which bond a contract/agreement for all parties. Article 1 number 8 of the Law No. 2 of 2017 concerning Construction Service (hereinafter is called as the Law of Construction Service) set that construction contract is all contract documents which manages the legal relationship between the Service user and Service Provider in the implementation of Construction Service.

Referred to the Article 1 number 8 jo Article 47 of the Law of Construction Service, then the construction service job issued in the form of contract has requirement that has been determined by the Law. Thus, construction contract made is in accordance with the applicable law, both Code of Civil Law (hereinafter is referred to as KUHPerduta) (Article 1320 of KUHPerduta concerning the valid requirement of a contract) and the Law of Construction Service, bonds the feasibility of the law for the parties who have agreed upon the contract mentioned (Article 1338 of KUHPerduta concerning the binding power of a contract).

Construction job contract is a legal relationship which has the characteristic of civilization between the parties of construction service user and construction service implementer. Such legal relationship is generally arranged in the Article 1313 of KUHPerdata concerning Engagement, Article 1320 of KUHPerdata concerning the valid requirement of a contract/agreement and Article 1338 of KUHPerdata concerning the binding of a contract for the parties who made it. Specifically, the requirement of the contract content is explained in Article 47 of the Law of Construction Service. Therefore, the parties who have made the construction service contract must obey the contract that has been agreed since the contract binds the parties who made it. This brief paper aimed to discuss the implementation of adjudication in construction contract dispute [2].

The resolution of construction dispute which involves business dispute, focuses more on the use of on-litigation way. This is because the business actors consider that the dispute resolution through litigation or the court is slow and spends lot money. The American business actors accuse that the destruction of the national economy is caused by the expensive fee of court [3]. In addition, construction service business is a business contract, thus create worries regarding the confidentiality of the agreement among the parties. Thus, Alternative Dispute Resolution (ADR) is the most effective and efficient way to solve the dispute or conflict of the importance and fulfillment of the need [4].

According to Erman Rajagukguk, the community especially the business actors prefer dispute resolution outside the court due to three reasons, those are: First, the dispute resolution in the court is open, while the business actors prefer it to be closed. Second, part of the community especially the business actors consider the judge is not always an expert in the emerging dispute issue. Third, dispute resolution in the court will look for which party is right and wrong, while the decision of dispute resolution outside the court will be achieved by compromise [5].

Dispute resolution through adjudication is not usually applied in countries embrace Civil Law, including Indonesia. Dispute resolution through adjudication in Indonesia is adopted by Financial Services Authority to solve the dispute in financial sector. This can be seen in the Regulation of the Financial Services Authority Number 1/POJK.07/2014 Article 4 letter a concerning the Instance of Dispute Resolution Alternative in Financial Service Sector (hereinafter is referred to as POJK LAPS). The definition of adjudication based on the explanation of Article 4 letter a of POJK LAPS is the dispute resolution method

through the third party chosen by the parties involved in the dispute to give decision for the dispute emerges between the parties. The decision of adjudication binds the Financial Service Instance, but it does not bind the consumer. Consumer obtains freedom to accept or reject the decision. If the adjudication decision is accepted by the consumer, then the decision automatically binds the two parties, while if the decision is rejected by the consumer, then the decision does not bind the parties [6].

In its development, adjudication is used for the mechanism of Alternatif Dispute Resolution (ADR) whose characteristic is similar to arbitrate. It can be considered that many adjudications have been applied in various financial service instances such Pension Funds Instance, Insurance, Pegadaian (State-owned Pawn Shop), Venture Capital, Capital Market and Banking Instances [7].

Starting from the application of dispute resolution system through adjudication by Financial Services Authority, then the researchers proposed adjudication concept on the construction dispute resolution in Indonesia. This is in line with the recommendation given by Huala Adolf in his writing in Indonesian Journal of Arbitration Quarterly Newsletter which recommends the adjudication application to solve the construction dispute similar to those emerge in several jurisdiction, including Malaysia [8].

Although he recommends adjudication as a means of construction dispute resolution, however Huala Adolf admits that adjudication is not stipulated in the Law of Construction Service yet. The example of the adjudication application in construction dispute resolution occurs in the countries which embrace Common Law system. Therefore, deeper research needs to be done in order to apply such resolution in Indonesia. However, despite such condition, Huala Adolf argued that adjudication is an innovative solution for construction dispute.

2. Literature Review or Previous Studies

Based on library research both through the library and online, there is no research that discusses the formation of the dispute board and the construction adjudication mechanism as an alternative to the settlement of construction disputes in Indonesia. However, the search results for the literature contained 4 (four) writings written by experts as follows:

- a. Humphrey R. Djemat writes with the title "*Penyelesaian Sengketa Konstruksi dalam Bidang Investasi Infrastruktur*" (Settlement of Construction Disputes in the Field of

Infrastructure Investment"), Jakarta International Mediation Centre (JIMC), 2017 [9].

Comparing Humphrey R. Djemat's research with the research to be carried out has similarities and differences. The similarity between the two studies examines the settlement of construction disputes. The difference is, if Humphrey R. Djemat's research compares construction dispute settlement before and after the issuance of Law No. 2 of 2017 on Construction Services, the research that will be conducted is to review the formation of the dispute board and the adjudication mechanism of construction as an alternative to resolving construction disputes in Indonesia.

- b. Huala Adolf Research with the title "The Construction Dispute: A Need of Adjudication?", which was published in the Indonesian Journal Arbitration, 2017 [10].

Comparing the research of Huala Adolf with the research that will be carried out has similarities and differences. The similarity of the two studies examines the settlement of construction disputes. The difference, if the Huala Adolf research examines the urgency of the application of adjudication in the settlement of construction disputes, while the research to be carried out is to examine the formation of the dispute board and the adjudication mechanism of construction as an alternative to the settlement of construction disputes in Indonesia.

- c. Suntana S. Djatnika's research entitled "*Persengketaan Dalam Perjanjian Konstruksi*" (Disputes in Construction Agreements), published in the Indonesian Journal Arbitration, 2017 [2].

Comparing Suntana S. Djatnika's research with the research to be carried out has similarities and differences. The similarity of the two studies examines the settlement of construction disputes. The difference is, if Suntana S. Djatnika's research examines the anatomy of a construction dispute and its resolution mechanism, while the research that will be carried out is examining the formation of the dispute board and the adjudication mechanism of construction as an alternative to resolving construction disputes in Indonesia.

3. Research Materials and Method

This research is normative legal research using statute approach, conceptual approach and comparative approach. Statute approach was used to look for and examine the legislation involved in the law concept of construction dispute resolution through adjudication in Indonesia.

This research is based on normative research therefore most of the data and legal instances used referred to the secondary data which included primary legal materials consisting of legislation, jurisprudence, and conventions involved in construction dispute resolution [11], as well as secondary and tertiary legal materials. However, in order to know the development in construction dispute resolution, this research also used primary data obtained directly from the respondent or interviewee regarding the legal concept of construction dispute resolution through adjudication in Indonesia.

In the data collection, the researchers performed literature review (library research) both extensively and intensively. Literature review research aims to review, study and look for the secondary data in the forms of legal materials [12]. Legal materials are normative-perspective, used primary in reviewing legal issues regarding its positive legal regulation substances (*ius constitutum*) which has the characteristics of stipulating the legal concept of construction dispute resolution through adjudication in Indonesia, based on its binding power classified into primary legal material, secondary legal material, and tertiary legal material [13]. The data analysis technique used is juridical analysis, which is an analysis based on theories, concept and legislation.

4. Result and Discussion

Construction Service Dispute Resolution through Adjudication in Malaysia and New South Wales, Australia

Literally, the definition of adjudication is decision. Parties who are involved in the dispute are agreeing to ask for someone to give decision for the dispute emerges between them. The person who is asked to act in the adjudication is called as adjudicator having role and function as judge [14]. Therefore, adjudicator is given right and authority to give decision.

The dispute resolution through adjudication is not usually performed in countries which embrace Civil Law, including Indonesia. Dispute resolution through adjudication in Indonesia is adopted by the Financial Services Authority to solve problem in financial sector.¹ In developed countries which embrace Common Law, adjudication is often used to solve construction contract dispute. The following explanation

¹ Lukmanul Hakim, "Analisis Alternatif Penyelesaian Sengketa Antara Pihak Nasabah Dengan Industri Jasa Keuangan Pada Era Otoritas Jasa Keuangan (OJK)", *Jurnal Keadilan Progresif*, Volume 6, Nomor 2, 2015, page.62.

discusses the construction adjudication in Malaysia and New South Wales, Australia.

Construction Adjudication in Malaysia

The law which stipulated the construction adjudication in Malaysia is referred to as The Construction Industry Payment and Adjudication Act 2012 (CIPAA). This law is applied since 2012 and legally operated in 2014. Adjudication is commonly applied to solve a construction dispute due to a no-deal situation between the conflicted parties [15]. This process is considered as a legal mandatory operation with no approval from the involving parties is needed. Therefore, this matter has become the reason why now the adjudication dispute is regulated. Since 2014, Kuala Lumpur Regional Centre for Arbitration (KLRCA) has accepted 29 adjudication cases. They accepted 194 adjudication cases in 2015, 463 adjudication cases in 2016, and 637 adjudication cases at the end of 2017.

The purpose of the Law of Construction Adjudication in Malaysia or CIPAA are :

- a. In order to increase the payment process, where the payments is regular, on time and encourage the law enforcement for the contractor who fails to pay.
- b. In order to manage the mechanism of the payment which is not stipulated yet or does not have any clear payment provisions in the construction contract? In this case, the provision is in S.36 of CIPAA applied.
- c. In order to recognize the existence of failing to pay, in which the party which is not paid can choose to decrease or postpone the work, ask for direct payment from the principle based on the agreement/contract agreed and ask the adjudicator to solve the issue of failing to pay.
- d. In order to revise the cash flow from the contractor who is not paid in according with the clause of the payment provisions agreed in the construction contract. The clause of the back to back payment is prohibited in this CIPAA.
- e. With this regulation, the dispute resolution is fasten where this matter is the fastest process from the construction dispute resolution related to the payment through economic way.

The fundamental difference between the common adjudication and the adjudication constructed by CIPAA Malaysia is the CIPAA Malaysia Act states that everyone who gets involved in the construction activity in its jurisdiction cannot avoid the dispute agreement procedure which is the CIPAA 2012 construction

adjudication. Meanwhile, the common adjudication can only be administered when there is an agreement between the parties.

According to the provision in CIPAA 2012, adjudication is started by written notifications which stipulate the dispute issue and the replacement demanded. A request to point the adjudicator is submitted to the single nominating instance which is KLCRA. Adjudication claim must be proposed in 10 days of working days since the admission of the agreement of choosing by the adjudicator [16]. The requested party has 10 working days to propose written answer. The applicant can give reply in 5 days since the admission of the reply. Supporting document is enclosed in each proposal.

Adjudicator in 45 working hours both since the answer and reply, then issues written decision. If the requested does not give reply, then the adjudicator has 45 working days since the due date when the reply should have been accepted. The parties can agree upon the further extended time. The decision must be in the form of writing and contains considerations. If the decision is not made in due date determine, then the decision is cancelled.

The adjudicator authority is stipulated in Chapter 25 of CIPAA 2012. Adjudicator can make the procedure for the adjudication as well as command to uncover, prepare document, and decide the due date of the process. Adjudicator can use his insight and expertise in examining and deciding the dispute, pointing the independent expert to ask for his opinion (only with the agreement from the parties), and presenting sworn witness.

As an addition, adjudicator can also load fee and interest. The parties can agree upon the adjudicator and his fee. However, if disagreement occurs, then the requirement standard of the pointing method and fee uses the standard stipulated in Kuala Lumpur Regional Centre (KLRCA).

The parties together are being responsible for this matter. However, the security of payment obligation of the parties to the adjudicator can be requested in the form of deposit given first in KLRCA. An adjudicator has certain right in the Law. The law mentions that the adjudication's decision is confidential. Such thing is to anticipate the basic problem often to be ignored which is the adjudicator immunity, where KLRCA mentions that there is no effort or lawsuit that can be proposed to them for every action and negligence done with good intention [17].

There is a little uncertainty whether the parties involved in the construction industry in Malaysia can utilize the use of payment procedure and also regarding the adjudication according to this new law. However, this can assist in the

decrease of cash flow and overcome the problem fast [18]. The contractors can initiate the adjudication first on the principal who will not fulfil the claim or payment. The parties, who have done their job professionally, can utilize this law to solve the payment problem for them who involved in providing service/job that has been done.

The principal and the building owner involved in the construction project in Malaysia will need special caution and attention which is not only related to this law, but also in the contract management, provisions in contract and claim emerge.

Construction Adjudication in New South Wales (NSW), Australia

The law which stipulates the construction service industry in New South Wales (NSW), Australia is Building and Construction Industry Security of Payment Act 1999 NSW. The purpose of this law is to ensure that everyone can do the construction work or supply goods and service under the construction contract, has the right to accept and able to pay the fee based on the project development progress. The progress payment can be in the form of final payment for construction work or goods and service related which is provided in the construction contract, is also able to pay in once, or the payment is based on the event or due date agreed.

Building and Construction Industry Security of Payment Act 1999 NSW gives legal right for the construction service payment. Someone or legal entity which claims the right of the progress payment is the claimant which can service the payment claim to another person or legal entity based on the construction contract who has the responsibility to do the payment of the service obtained [19]. Party who gets the service of the payment claim is the respondent which can reply the claim by giving payment schedule to the claimant.

This law ensures that someone can restore the progress payment by determining the procedure which includes:

- a. Claimant makes payment claim
- b. Respondent gives payment schedule
- c. Submitting the claim of the dispute to an adjudicator for the determination, and
- d. Development payment determined.

Payment claim proposed by the claimant must fulfill the requirement of mentioning or identifying the construction work (related goods and service) related to the progress payment, showing the progress payment amount according to the amount claimed, and stated that such matter is proposed based on Building and Construction Industry Security of Payment Act 1999 NSW.

Payment claim must be done by the respondent on later date: (a) period determined based on the construction contract provisions, or (b) in 12 months after the last construction work or when the goods and service lastly supplied.

Respondent gives payment schedule including: (a) mentioning or identifying the related payment claim; (b) showing the payment amount (if there is any) that the respondent propose to make the payment schedule and its amount; and (c) giving the reason of why the respondent offered the amount scheduled less than the amount claimed.

If the respondent fails to give the payment schedule to the claimant, respondent has the responsibility to pay the amount claimed on the due date based on the payment claim [20]. If the respondent fails to pay all or a part of the amount claimed, then the claimant: (a) makes the part which is not paid yet from the amount claimed as debt in competent juridical court, or (b) makes adjudication request in accordance with the payment claim.

Respondent has the right to propose adjudication response of the adjudication request if only the respondent gives the payment schedule to the claimant [21]. If the respondent does not give the payment schedule after the payment claim, they will be given second chance to give notification to propose adjudication of giving time as determined.

Such matter is the consequence from the respondent who has given the payment schedule, but does not keep it. Adjudicator will not process the adjudication request until the respondent proposes adjudication response. In order to determine the adjudication request, the adjudicator:

- a. Can ask for written further request from one of the parties and much give chance to the other party to comment the request;
- b. Can determine the due date for the request and further comment from other party;
- c. Can contact the parties to meet for informal discussion, without legal representative, and
- d. Can inspect all things related to the claim.

Furthermore, the adjudicator determines: (a) the progress payment amount (if there is any) which must be paid by the respondent to the claimant with the amount decided later on; (b) the due date when the amount must be paid; and (c) interest that must be paid for the amount decided if there is any late payment.

In determining or responding the adjudication request, adjudicator must consider:

- a. The provisions of Building and Construction Industry Security of Payment Act 1999 NSW.
- b. Construction contract which introduced the adjudication request.

- c. Payment claim related to the request, along with all relevant documents to support the claim request.
- d. Payment schedule (if there is any) related to the request including the relevant documentation to support the schedule.
- e. Result of every examination done by the adjudicator in every issue related to the claim.

The jury determination must: (a) be made in written, and (b) include determination (except both the claimant and respondent ask the adjudicator to not equip the reasons in jury determination).

If a judge or adjudicator decides that the respondent must pay the amount determined, the respondent must pay the amount to the claimant on or before the relevant date. If the respondent fails to pay all or a part of the amount determined by the adjudicator, claimant can ask the authority to whom the adjudication request is proposed to give adjudication certificate. Adjudication certificate must state that it is made based on Building and Construction Industry Security of Payment Act 1999 NSW and stipulate:

- a. The name of the claimant
- b. The name of the respondent
- c. The amount determined
- d. The date when the amount must be paid to the claimant.

If the amount determined must be paid by the respondent, but it is not paid until the due date, then there will be interest of the late payment. Claimant can ask for the authority to determine the interest that must be paid in the adjudication certificate [22]. If it is determined in the adjudication certificate, the amount must be added and become a part of the amount determined.

If the claimant has paid a part of the adjudication fee that must be paid by the respondent regarding the adjudication but has not replaced by the respondent, then the claimant can ask for the authority to add the part that has not been paid yet in the adjudication certificate [23]. If it is stated in the adjudication certificate, every part which has not been paid yet will be added and become the part of the amount determined to be paid by the respondent.

Adjudication certificate can be proposed as the debt proof in the court [24]. Adjudication certificate proposed to the court is equipped by statement written by the claimant which stated that all or a part of the amount determine has not been paid during the claim proposed.

If the adjudication respondent is the one who starts the claim in the court, then the adjudication respondent has the right to:

- a. Submit cross claim to the adjudication claimant, or
- b. To explain the reason of not paying related to the matters emerge under the construction contract, or
- c. To sue the jury decision, and must be paid to the court as guarantee of the part that has not been paid of the amount determined to wait for the final determination of the process.

Legal Concept of Construction Dispute Resolution through Adjudication in Indonesia

The process of dispute resolution through adjudication system is actually simple. If there is dispute emerges, then the parties should follow these stages:

- a. Make an agreement of the resolution through adjudication;
- b. Point a professional adjudicator or as for dispute resolution instance to point an adjudicator to handle the dispute;
- c. Give authority to the adjudicator to make decision which is binding to each party;
- d. Before making the decision, adjudicator can ask for information from both parties separately or together.

Therefore, adjudication is a dispute resolution method outside arbitrary and general court done to produce a decision which can be accepted by the applicant, so that the decision is binding the respondent [25]. Adjudication is used for alternative dispute resolution mechanism which has similar characteristic with arbitrary. Thus, it can be stated that the adjudication is an arbitrary mechanism simplified and then adjusted so that it can fulfill the need of the dispute resolution which has retail and small value. However, there are basic differences and similarity between the arbitrary and adjudication, as illustrated in the following figure:

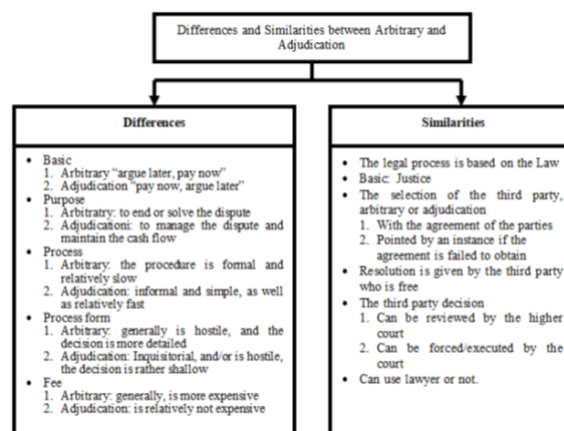


Figure 1. Differences and Similarities between Arbitrary and Adjudication

The illustration above shows that the similarities between arbitrary and adjudication is the legal process which is based on legislation in accordance with justice. Further similarity is selecting the third party based on the agreement of the parties. In addition, both arbitrary and adjudication can use lawyer or not.

Meanwhile, the differences between arbitrary and adjudication, seen from the purpose is that arbitrary is to end/look for the dispute resolution, while adjudication is to manage the dispute and maintain the cash flow [26]. Arbitrary process has formal and relatively slow procedure, while adjudication process is informal, simple and relatively fast. Generally, the arbitrary process form is hostile, but the justice is good, which the adjudication process is inquisitorial and/or hostile. The justice in the adjudication is considered to be rough. Related to the fee, arbitrary is generally more expensive than adjudication.

Adjudication also has strength and weaknesses. The following illustration presents the strength and weakness of the adjudication:

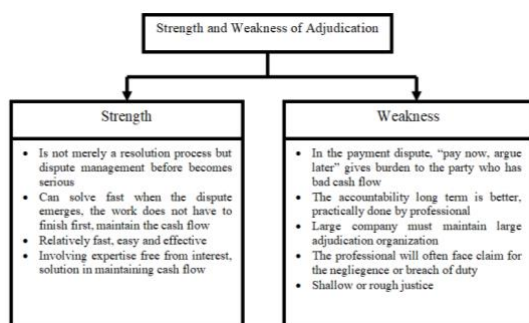


Figure 2. Strength and Weakness of Adjudication

The illustration above presents the strength of adjudication which is not merely a resolution process but dispute management before it becomes serious, able to solve the dispute fast, maintain the cash flow, easy and effective, as well as involves expertise opinion who is free from interest, other than in the case of maintaining cash flow [27]. Meanwhile, the weakness of adjudication, among them is the payment dispute. "Pay now argue later" gives burdensome to the party who has bad cash flow and the professional will often face claim for the negligence or breach of duty.

In order to finish the construction dispute in Indonesia, recently the parties who are involved in the dispute prefer general justice forum and the other prefers arbitrary. The problem of fee and time as well as dispute resolution which takes a long time still become obstacle [28]. In order to solve the problem, then the researchers proposed legal

concept regarding construction dispute which can be applied in Indonesia.

Researchers considered that the discussion of construction adjudication and special Law for construction adjudication are needed because:

- There is imbalance between right of the security payment for the service provider and service user;
- The service user has been protected since there is an obligation of giving bid bond/security bond from the service provider to service user [29]. If there is any dispute, the service user can ask the bond to be disbursed. Meanwhile, for the service provider (contractor), there is no security payment. If there is any dispute, dispute resolution can be filed to the court or arbitrary;
- With the presence of special law for the construction adjudication, service provider (contractor) will be protected by the right of payment [30];
- The presences of the importance of protection balance of the security payment from the service user, so that the law of construction adjudication in Indonesia is needed to be made such as CIPAA 2012 di Malaysia.
- The law of construction adjudication has been applied in many other countries.

Thus, by the presence of the law of construction adjudication (such as CIPAA 2012 in Malaysia), then all construction dispute must be proposed to the law of adjudication (including the government project), although it is not stated in the contract clause [31]. With the presence of the law of adjudication, it can remove the requirements which incriminate the service provider, such as the clause of "pay when paid" and "pay if paid" [32].

Indonesia in applying CIPAA 2012 needs to consider its weakness. The weakness of construction adjudication of Malaysia with CIPAA 2012 is process of delivering letter, answer, document and proof which must be sent physically through post. This will spend much time. Meanwhile, adjudication resolution must be done fast (45 days at most). Thus, if the Indonesia adopts CIPAA 2012 of Malaysia, then the resolution must be found. For the application of construction adjudication in Indonesia whose area is very wide, then the proof delivery can be proposed electronically through e-mail to fasten the construction adjudication process [33].

The nominating instance for selecting the adjudicator in Indonesia is National Arbitrary Entity of Indonesia which has many experiences in construction dispute resolution. Then, National Arbitrary Entity of Indonesia can cooperate with the National Construction Service Development Entity. The National Arbitrary Entity of Indonesia

with its experiences in arbitrary and the National Construction Service Development Entity, can produce good adjudicator for the dispute resolution through construction adjudication.

5. Conclusion

Based on the research discussion above, it can be concluded that:

- a. The construction service dispute resolution through adjudication in Malaysia and New South Wales, Australia is a legal process in which an adjudicator is pointed to solve the dispute between the parties who are involved in the dispute. The main purpose of adjudication is to save more time and cost than through the court instance. The adjudication process is done to form dispute adjudication board. It is different from arbitrary in its implementation, in which adjudication does not need work implementation termination. Thus, this adjudication process is considered to be more effective since it does not inhibit the duty implementation at the field.
- b. Legal concept of construction dispute resolution through adjudication in security payment in the construction service provider as an effort to develop the economy in Indonesia, should refer to and adopt the procedure of CIPAA 2012 which has been applied in Malaysia. This concept gives justice for the service user and provider. With the presence of this concept, the service provider is protected by the presence of security payment which is stipulated in the construction dispute resolution through adjudication.

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