

THE POSITION OF COMMITMENT-MAKING OFFICIALS AS LEGAL SUBJECTS IN DISPUTES OVER CONSTRUCTION SERVICE AGREEMENTS IN INDONESIAN COURTS

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ABSTRACT

The role of the Commitment Making Officer (CMO) is crucial because they are responsible for the procurement process and contract implementation. However, disputes often occur regarding the CMO's legal position in the agreement. This study aims to examine in depth how courts in Indonesia view and regulate the legal position of CMO as a legal subject in the settlement of construction service agreement disputes. This study uses normative legal research methods with legislative and comparative approaches. The results showed that courts in Indonesia tend to position CMO as a legal subject that has significant responsibilities in construction service agreement disputes. CMOs are given the role of being responsible for the implementation of the contract and can be a party directly involved in dispute resolution in court. The analysis also reveals variations in the legal treatment of CMOs from case to case, highlighting the complexities in the interpretation and application of the relevant laws. Recommendations from this research include the need for further clarification in the legal regulations governing the position of CMOs, as well as the importance of better legal education regarding the responsibilities of CMOs in the context of construction service agreement disputes.

KEYWORDS

Official, Commitment, Legal Subject, Agreement Dispute, Construction Services.



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INTRODUCTION

A company is established to carry out business transactions in order to achieve profit, with the implementation of good transactions and complete documentation. As in one type of company business, namely construction service work, the implementation of good transactions is reflected in an agreement that benefits the parties (Yasin, 2003). Law Number 2 Year 2017 regulates construction services which include planning, implementation, and supervision, with the construction work contract being an important foundation in the relationship

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between users and service providers, establishing responsibilities and requirements in the implementation of construction work.

The construction sector plays a strategic role in infrastructure development that is the backbone of national economic growth and improving people's quality of life. The construction of roads, bridges, buildings, and other public facilities not only creates jobs, but also encourages regional economic development by improving connectivity and accessibility. The construction sector contributes to the national economy and regional development, making it an important sector in efforts to achieve sustainable development goals in Indonesia.

The legal relationship between users and construction service providers is established through a construction work contract that sets out the requirements and responsibilities in carrying out various construction activities, from construction to building maintenance (Hamzah & Depri, 2018). A construction work contract is declared valid with an agreement between the two parties that results in rights and obligations for both, but if there is an inability to fulfill obligations resulting in default, the party can be held legally responsible (Salim, 2005). Nevertheless, obstacles in the implementation of construction work can cause disputes that have the potential to become disputes that interfere with the results of the work.

According to Nazarkhan Yasin, construction disputes are disputes related to the implementation of construction services projects that occur between the parties involved in the contract, which can be caused by unserved claims, breach of contract, differences in interpretation of contract contents, delays in payment, or other problems that occur during contract implementation. Construction service actors generally address these construction disputes with dispute resolution that is fast, inexpensive, and has legal certainty not to hinder the implementation of work in construction work contracts, thus requiring dispute resolution options that suit their needs.

The state of law theory bases its analysis on the principle that construction dispute resolution is inseparable from the laws that govern it, especially in the context of a state of law as mandated by Article 1 Paragraph (3) of the 1945 Constitution. In this context, the concept of the rule of law is often compared to the concept of state power, which emphasizes the supremacy of law over the will of the ruler alone. In Indonesia, the term state of law is often associated with the term *rechtsstaat*, although some experts believe there is a substantial difference between the two. This concept developed rapidly in Europe and North America, influenced by the thoughts of Immanuel Kant and Albert Venn Dicey. According to Kant, the rule of law should separate powers and only ensure the order and security of society, while social and economic affairs are the responsibility of society itself, reflecting the liberal doctrine that emphasizes individualism and the limited role of the state in matters of public welfare (Marzuki & Sh, 2021).

As for the view of contract theory, it provides a definition of a legal agreement between two or more parties that has elements such as consent, objectives that are not contrary to law and decency, as well as achievements that must be carried out and can be demanded. Contracts can be unilateral or reciprocal, depending on the rights and obligations that arise. In the context of construction contracts, the government often acts as a legal subject involved, either as the project owner or the

party issuing the contract, or as a regulator that sets the conditions that must be complied with in the implementation of the contract. The government can also be a source of disputes, especially if there is a discrepancy between what is agreed in the contract and the regulations or policies issued by the government. For example, new rules that affect project implementation, such as changes in environmental regulations or licensing, can be a source of conflict between the contractor and the government. Therefore, a clear understanding of the government's role and authority in construction contracts is essential to prevent or resolve disputes effectively. In this case, dispute resolution procedures such as mediation or arbitration can also help minimize negative impacts and ensure smooth project implementation (Kuahaty, 2011).

In writing this research, the author aims to conduct a study on a dispute between PT Tanjung Nusa Persada (TNP) and the Commitment Making Officer (CMO) of the Banjarmasin Health Polytechnic Education Building Construction. TNP argues that CMO has made defaults in planning and providing land. For this reason, it is considered to have harmed TNP in time and financially. TNP's lawsuit was rejected by the Banjarbaru District Court because it was deemed unacceptable, especially after TNP signed the Minutes of Contract Termination which aborted the compensation claim. However, the decision of the Banjarmasin High Court and the Supreme Court considered TNP's lawsuit to be formally incorrect because it was addressed to an individual (CMO) rather than a legal entity that should be prosecuted in a default case, supported by the decision of the Indonesian Supreme Court No. 1771.K/Sip/1975. Based on the decision of the case, it is interesting to examine more deeply the position of CMO as a legal subject in construction service contracts between private and government parties. Especially when a construction dispute occurs and uses litigation settlement.

As a comparison, the author refers to Decision Number 303/Pdt.G/2021/PN.Kpg in a construction dispute case between PT Sumber Alam Sejahtera as the Plaintiff and CMO East Nusa Tenggara Flats and the East Nusa Tenggara Housing Provision Work Unit as Defendants I and II, where PT Sumber Alam Sejahtera accused the Defendants of committing unlawful acts by not providing additional or extended time for work implementation and ignoring unexpected conditions that hindered work. The decision where CMO as the defendant in this construction dispute was also rejected by the court, the same thing also happened to the considerations of the panel of judges on the subject matter which discussed the substance of the problem, not related to errors or formal defects in the appointment of CMO as the defendant.

In another decision involving CMO as the defendant, the author refers to Decision Number 924/Pdt.G/2020/PN Jkt.Sel. The Panel of Judges granted the Defendant's exception and stated that the Court did not have the authority to hear the case because it was related to state administration. This is due to the consideration that the Working Group (POKJA) for the Selection of 17 BP2JK NTT Region / Defendant II and CMO of the Construction Services Selection Implementation Center for the NTT Region / Defendant III are State Administrative Bodies or Officials who issue Decrees on the Determination of auction winners and work start orders; therefore, the Plaintiff should file a lawsuit in a state

administrative court not in a general court institution such as the South Jakarta District Court.

In line with the above decision, the Buol District Court in Decision Number 9/Pdt.G/2021/PN Bul also had the same verdict and considerations in involving CMO as a defendant in a civil trial. The actions of the Winangun Irrigation District Network Rehabilitation/Maintenance Commitment Making Officials are considered to be the authority of the position exercised on behalf of the institution with official documents, so that the lawsuit against them is considered a lawsuit against the position and actions of the government, according to the definition of "Defendant" in Perma No. 2 of 2019.

South Jakarta District Court Decision Number 924/Pdt.G/2020/PN Jkt.Sel and Buol District Court Decision Number 9/Pdt.G/2021/PN Bul both refer to Perma No. 2 of 2019 in terms of the view of the appointment of CMO as a defendant party in a civil case. CMO is considered an official authority and government action so that it must be addressed to the PTUN, while in the Banjarmasin High Court Decision Number 60/PDT/2019/PT BJM which was strengthened by the Supreme Court Decision Number 1443 K/Pdt/2020, a case by suing CMO is not appropriate because it should be addressed to the State Institution, which in this case is the Ministry of Health.

Therefore, the author is interested in studying this issue where the focal point of the study is the position of CMO as a legal subject in a contract, as well as when a dispute occurs in the engagement and there is an attempt to resolve it through litigation. It is important to understand how the position of the CMO is considering that contracts between the private sector and the government in many agreements are unavoidable legal activities. Especially in a construction service contract that has a large potential for disputes between parties.

The research preparation of scientific articles will be based on the originality of the content to prevent plagiarism in all its forms. This research is the result of the author's original contribution, which is built from the author's own thoughts by updating the concepts that have been contained in the previous journal entitled:

1. The scientific article entitled "Termination of Unilateral Agreement on Government Goods/Services Procurement Contract After Jurisprudence Number 4/Yur/Pdt/2018", written by Shanti Riskawati, in 2022, published in the Arena Hukum Journal. In this scientific article, it shows that government involvement is included in civil law actions, but on the other hand the government's dual function as a subject of private and public law creates challenges in separating public and private legal aspects in the context of commercial contracts. The difference between the author's research and the researcher of this article lies in the approach, where this article dissects normative juridical aspects related to the government as a legal subject in various jurisprudence, while the author's research will examine court decisions with dispute cases involving CMO as a government representative as the defendant.
2. The scientific article entitled "Dispute Resolution for Default in Construction Services Contracts in the Bukittinggi City Local Government", written by Kartika Dewi Irianto and Radella Elfani, in 2020, was published in the

Pagaruyuang Law Journal. This scientific article focuses on discussions related to legal protection of the rights and obligations of construction service providers regulated in the construction service contract as an agreement between the two parties involving the government represented by CMO. The construction service contract in this study regulates non-compliance with agreements that can result in default. As for its implementation, the CMO is considered to be in default because it does not fulfill the promised obligations, but the dispute resolution is carried out in a non-litigation manner and is considered detrimental to the provider, so the researcher concludes that settlement through litigation in court is considered more effective. The difference with the topic that the author studies lies in the focus of the discussion where the author will analyze a construction dispute decision through litigation settlement, so as to answer the conclusions given by the researcher in the article.

Thus, the conclusion that can be drawn is that this research can be categorized as a drafting effort that integrates updates from previous studies. The main focus in this paper is related to the position of CMO as a legal subject in construction service contracts between service providers and service users in the context of government procurement of goods/services, and focuses on cases that lead to construction disputes in court.

RESEARCH METHOD

The research conducted by the author is normative juridical research because it is based on a starting point related to the existence of various inequalities in the position of the government with CMO representation in a construction service contract. This study uses normative legal research methods with statutory and comparative approaches. Normative legal research method is a research approach that focuses on analyzing legal texts and other legal documents to understand, explain, and interpret applicable legal norms or rules. This method aims to develop legal theory, clarify legal concepts, and provide interpretative guidance on applicable law (Rifa'i, 2023). The approach method used is a case approach with primary legal material in the form of court decisions. Primary legal materials were collected using systematic method and analyzed using evaluative method.

RESULT AND DISCUSSION

Construction Services Agreement Disputes in Indonesian Courts

A construction services agreement dispute is a conflict or dispute that arises between the various parties involved in a construction contract. Such disputes can stem from a variety of issues, including disagreements over technical specifications, timelines, costs, or other issues that arise during the construction process (Saygılı et al., 2022). These disputes can involve various parties, such as project owners, contractors, subcontractors, technical consultants, and other parties involved in the execution of the construction project. Dispute resolution of construction service

agreements often requires collaborative efforts, including mediation or arbitration, or even resolution through legal proceedings in court (Irianto & Elfani, 2020).

The occurrence of disputes in construction service agreements can be caused by a number of complex and diverse factors. One of the main causes is a difference in interpretation or understanding between the parties involved regarding the content of the agreement, including project specifications, implementation schedules, or payment clauses. In addition, unforeseen technical or construction issues, such as changes in the scope of work or unanticipated field conditions, can also be a trigger for disputes (Apriliana & Darmawan, 2020). Other factors may include lack of communication of the parties involved, errors in project documentation, or financial issues such as late payments or incomplete payments. Regardless of the cause, disputes in construction service agreements often require careful and structured resolution through a process of negotiation, mediation, or even court proceedings to reach an agreement that satisfies all parties involved (Lature, 2018).

Indonesia as a state of law recognizes the importance of the judicial system in resolving disputes that arise among its citizens. The purpose and function of the rule of law is to create a just, equitable and orderly social order based on the rule of law (Bakri & Jeddawi, 2022). In a state of law, state power is limited by law and exercised in accordance with established legal principles. The main purpose of the rule of law is to protect individual rights, uphold justice, prevent abuse of power, and ensure security and public order. The functions of the rule of law include the creation, application and enforcement of laws, as well as the resolution of disputes and conflicts in accordance with established procedures (Sarudi, 2021). The rule of law is also responsible for creating and maintaining independent judicial institutions, which play a role in upholding justice and resolving disputes between citizens. As such, the rule of law provides a solid foundation for a civilized common life, where all citizens are subject to the same rule of law (Hamzani, 2014).

Courts are often the primary forum for resolving disputes, including those relating to construction services agreement disputes. As an independent and fair institution, the court provides a structured platform for disputing parties to present their claims and defend themselves in accordance with the applicable law (Firmansyah, 2020). In the course of the proceedings, the court considers the various evidence and arguments presented by both parties before making a binding decision. This approach ensures that dispute resolution is conducted in a transparent and objective manner, with the aim of achieving justice for all parties involved. As such, the courts play an important role in maintaining social peace and justice in Indonesia, as well as strengthening the rule of law principle of resolving conflicts fairly and based on the law (Mantili, 2021).

Construction services agreement disputes and the courts are that the courts are often the primary forum for resolving disputes arising in the context of construction agreements. When the parties involved are unable to reach an agreement amicably through negotiation or mediation, they often take their dispute to court (Sari, 2019). Courts play a key role in resolving such disputes by providing a fair and structured platform to discuss claims, consider evidence, and issue decisions that are final and binding for all parties involved. In construction services agreement

disputes, the court can assess various factors, including the contract, project specifications, technical evidence, and agreements between the disputing parties. Therefore, the court has an important role in resolving disputes arising in construction service agreements, with the aim of achieving justice for all parties involved (Flora, 2023).

Construction services agreement disputes are a frequent situation in Indonesian courts and an integral part of its legal system. Courts have an important role in resolving disputes between parties involved in construction agreements. Typically, such disputes involve claims regarding breach of contract, disagreements regarding project schedules or specifications, or payment disputes between contractors, project owners, and other parties involved (Ashad, 2022). The court plays the role of a forum to resolve such disputes, which may involve mediation, negotiation, or trial, depending on the complexity of the case and the wishes of the parties. The main objective of the courts in construction service agreement disputes is to provide justice and fair settlement for all parties involved, as well as ensuring that the contracts are adhered (Triana, 2019).

The law that regulates construction service agreements in Indonesia is Law Number 2 of 2017 concerning Construction Services, as amended by Law Number 6 of 2023. In this Law, there are provisions that regulate various aspects related to construction, including the creation, implementation, and dispute resolution of construction agreements. One of the important chapters is Chapter XI that regulates Dispute Resolution, which includes alternative procedures such as mediation, arbitration, and dispute resolution processes through the courts. In addition to the Construction Services Law, there are also derivative regulations and other regulations relating to dispute resolution in the construction context (Priyambodo, 2021). Government Regulation No. 14 of 2021 is also an important legal basis in dispute resolution, including in the context of construction service agreement disputes in Indonesia. This regulation provides a comprehensive framework for parties involved in construction to resolve their disputes in a structured manner and in accordance with applicable legal provisions. One of the main aspects regulated is the dispute resolution procedure, both through court channels and through alternatives such as mediation and arbitration. The regulation also accommodates various types of disputes that may arise, such as breach of contract, interpretation of agreements, or construction implementation issues.

Government Regulation No. 14/2021 is an implementing regulation of Law No. 2/2017 on Construction Services. Previously, there was a Government Regulation Number 22 of 2020 that regulated similar matters before being replaced by Government Regulation Number 14 of 2021. PP No. 14/2021 then replaces and updates the provisions contained in No. 22/2020, including those related to dispute resolution of construction service agreements and other aspects related to the implementation of construction projects in Indonesia. Thus, PP No. 14/2021 serves to provide a more detailed and up-to-date legal basis in regulating construction practices in Indonesia in accordance with the mandate of Law No. 2/2017.

In construction service agreement disputes, the position of the commitment maker as a legal subject is very important. Commitment-making officials are individuals or legal entities that act on behalf of the company or entity involved in the

construction agreement (Pane, 2017). They have legal responsibilities related to the implementation and fulfillment of the contract obligations. From a legal perspective, CMO can be seen as the party responsible for the compliance of the company or entity they represent with all the terms of the agreement, including obligations related to timeframes, work specifications, and payments. In the context of construction service agreement disputes, the position of the commitment-making officer is often the focus of assessment and consideration in determining legal responsibility and dispute resolution between the parties involved (Istiqlallia et al., 2020).

To be able to settle construction service agreement disputes, the government has an important role in creating a legal and regulatory environment that supports effective and fair settlements for all parties involved (Marlina, 2020). Some things that can be done by the government include:

1. Establish and implement clear and comprehensive laws, regulations and policies related to construction service agreements and dispute resolution.
2. Support the establishment of alternative dispute resolution institutions such as mediation and arbitration institutions, and provide necessary facilities to facilitate the dispute resolution process.
3. Provide guidance and technical support to parties involved in construction agreement disputes, including information on available dispute resolution procedures.
4. Facilitate dialog and cooperation between the parties involved in the dispute, with the aim of reaching an amicable and equitable settlement.
5. Oversee and ensure fair and consistent enforcement of the law in dispute resolution, and ensure the protection of the rights of all parties involved.

Through these measures, the government can play a constructive role in creating a conducive environment for the settlement of construction services agreement disputes, which in turn will support the development of the construction industry and sustainable infrastructure development. In construction services agreement disputes in Indonesian courts, the position of the commitment maker has an important role as a legal subject. CMO, acting on behalf of the company or entity involved in the construction agreement, has legal responsibilities related to the implementation and fulfillment of the contract obligations. They are responsible for ensuring that the company or entity they represent complies with all the terms of the agreement, including timeframes, work specifications, and payments. In court, CMOs may be summoned as defendants or named parties in lawsuits, and they are expected to provide evidence and explanations related to the construction agreement that is the subject of the dispute. Thus, the position of commitment-making officials in construction service agreement disputes in Indonesian courts places them as legal subjects who have responsibilities and obligations related to the implementation of the contracts they have signed.

CMO as a Legal Subject in Construction Services Agreement

In a construction services agreement, the government will establish a legal relationship with a provider of goods or construction services through a mutually agreed construction work contract. Article 1 point 44 of Presidential Regulation

Number 16 of 2018 concerning Government Procurement of Goods/Services as amended by Presidential Regulation Number 12 of 2021 states that "a contract is a written agreement between the PA/KPA/CMO and the goods/services provider or self-management implementer."

In the context of public law, government organs or positions do not have their own assets. Government positions have the authority to perform legal acts, but the position cannot perform the act itself, but through its representatives or officials through the Commitment Making Officer (CMO). In a contractual relationship involving the government as a service user and the private sector as a provider of goods/services, the government's actions involved in this contract can be interpreted as government actions that are civil in nature.

There are two types of legal subjects, namely humans (*natural person*) and legal entities (*legal person*). The Commitment Making Officer (CMO) is one of the subjects of civil law in the contract as an embodiment of a legal entity. According to Salim H. S, what is meant by a legal entity is a group of people who gather with the aim of establishing an entity which is a collection and property to achieve certain goals. The government in this contract carries out commercial activities, therefore it can be considered a legal entity.

The actions of CMO involved in this contract are the actions of officials representing legal entities. The government as a legal entity in a commercial contract has the same position as the goods / services provider in agreement law, in accordance with Article 1338 of the Civil Code. Therefore, both CMO and goods or service providers have equal responsibilities and rights in accordance with the contents of the contract agreed by the parties.

CONCLUSION

Construction service agreement disputes often involve the government as a service user, which has an important role in regulating, supervising, and ensuring project implementation in accordance with the agreed terms. The government as a service user has the responsibility to comply with applicable rules and regulations, including in construction agreements. Dispute resolution of construction service agreements involving the government as a service user often utilizes alternative procedures such as mediation or arbitration, and can end with settlement through the courts, in accordance with the regulations stipulated in Law Number 2 of 2017 concerning Construction Services and Government Regulation Number 14 of 2021. The position of the commitment-making official in a construction service agreement dispute between the government as a service user and the private sector as a service provider is an important thing to note in the trial. Commitment-making officials are responsible for actions taken on behalf of the government or public entity, including in the signing and execution of construction contracts. They may be called upon as legal subjects in dispute resolution in court, where they must provide evidence and explain their obligations and actions taken in the context of the agreement. This emphasizes the importance of the legal role of commitment-making officers in ensuring compliance with contractual provisions and applicable procedures in construction services agreement disputes in Indonesia.

REFERENCES

- Apriliana, I., & Darmawan, D. (2020). Penyelesaian Sengketa Kontrak Konstruksi Berdasarkan Un-Dang-Undang Nomor 2 Tahun 2017 Tentang Jasa Konstruksi. *Jurnal Ilmiah Mahasiswa Bidang Hukum Keperdataan*, 4(4), 743–750.
- Ashad, H. (2022). Analisis Penyelesaian Sengketa Jasa Konstruksi pada Proyek Pembangunan Pasar Rakyat Pontolo Kabupaten Gorontalo. *Jurnal Flyover*, 2(1), 10–20.
- Bakri, R., & Jeddawi, M. (2022). Analisis Indeks Negara Hukum Indonesia. *Jurnal Pallangga Praja (JPP)*, 4(2), 107–115.
- Firmansyah, T. (2020). Penyelesaian Sengketa Jasa Konstruksi yang Menggunakan APBN di Aceh. *Media Syari'ah: Wahana Kajian Hukum Islam Dan Pranata Sosial*, 21(2), 177–187.
- Flora, H. S. (2023). Perbandingan Pendekatan Restorative Justice Dan Sistem Peradilan Konvensional Dalam Penanganan Kasus Pidana. *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam*, 5(2), 1933–1948.
- Hamzah, H., & Depri, L. S. (2018). TINJAUAN YURIDIS PERJANJIAN KONSTRUKSI PEMBANGUNAN JALAN TOL ANTARA PT. HUTAMA KARYA (PERSERO) DAN PT. WASKITA KARYA (PERSERO) Tbk. *Pactum Law Journal*, 1(03), 208–219.
- Hamzani, A. I. (2014). Menggagas Indonesia Sebagai Negara Hukum Yang Membahagiakan Rakyatnya. *Yustisia*, 3(3), 137–142.
- Irianto, K. D., & Elfani, R. (2020). Penyelesaian Sengketa Wanprestasi pada Kontrak Jasa Konstruksi di Pemerintahan Daerah Kota Bukittinggi. *Pagaruyuang Law Journal*, 4(1), 134–148.
- Istiqlallia, N. F., Ardelia, R., & Ramadhanti, P. (2020). Pertanggungjawaban Hukum Pejabat Pembuat Komitmen (Ppk) Dalam Pengadaan Barang/Jasa Pemerintah. *Perspektif*, 25(2), 129–134.
- Kuahaty, S. S. (2011). Pemerintah Sebagai Subjek Hukum Perdata Dalam Kontrak Pengadaan Barang Atau Jasa. *Sasi*, 17(3), 53–58.
- Lature, K. E. (2018). Analisis Penyelesaian Sengketa Konstruksi Di Indonesia. *Jurnal Legislasi Indonesia*, 15(3), 211–222.
- Mantili, R. (2021). Konsep penyelesaian perselisihan hubungan industrial antara serikat pekerja dengan perusahaan melalui Combined Process (Med-Arbitrase). *Jurnal Bina Mulia Hukum*, 6(1), 47–65.
- Marlina, H. (2020). Perlindungan Hukum terhadap Pejabat Pembuat Komitmen (PPK) dalam Kontrak Pengadaan Barang/Jasa Pemerintah. *Doctrinal*, 5(2), 192–202.
- Marzuki, P. M., & Sh, M. S. (2021). *Pengantar ilmu hukum*. Prenada Media.
- Pane, M. D. (2017). Aspek Hukum Pengadaan Barang dan Jasa Pemerintah, suatu Tinjauan Yuridis Peraturan Pengadaan Barang dan Jasa Pemerintah. *Jurnal Media Hukum*, 24(2), 147–155.
- Priyambodo, M. A. (2021). Mekanisme Penyelesaian Sengketa Konstruksi Menurut Undang-Undang Nomor 2 Tahun 2017 Tentang Jasa Konstruksi. *Iblam Law*

- Review*, 1(3), 173–177.
- Rifa'i, I. J. (2023). Ruang Lingkup Metode Penelitian Hukum. *Metodologi Penelitian Hukum*, 6.
- Salim, H. S. (2005). *Hukum Kontrak: teori & teknik penyusunan kontrak*.
- Sari, I. (2019). Keunggulan Arbitrase Sebagai Forum Penyelesaian Sengketa Di Luar Pengadilan. *Jurnal Ilmiah Hukum Dirgantara*, 9(2).
- Sarudi, S. (2021). Indonesia Sebagai Negara Hukum. *Widya Sandhi*, 12(1), 1–12.
- Saygili, M., Mert, I. E., & Tokdemir, O. B. (2022). A decentralized structure to reduce and resolve construction disputes in a hybrid blockchain network. *Automation in Construction*, 134, 104056.
- Triana, N. (2019). Urgensitas Mediator Dalam Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama Purbalingga. *Law Reform*, 15(2), 239–257.
- Yasin, N. (2003). *Mengenal kontrak konstruksi di Indonesia*. Gramedia Pustaka Utama.