

Optimalization of resolution of trademark disputes through arbitration in Indonesia

Nur Laeli Sukesti Ariani Nasution¹, Esti Ningrum²

^{1,2} Faculty of Law Wijayakusuma University Purwokerto, Indonesia

Abstract

In Indonesia, the general court is still the main choice for a person or company in resolving trademark disputes. In fact, although there are other alternatives to resolve business disputes related to trademarks, namely through the National Arbitration Board (BAN), it is often not used despite the fact that dispute resolution through arbitration is more effective and efficient in resolving trademark disputes. Despite the fact that Arbitration is said to be more effective, its application in Indonesia through BANI is still not optimal because the costs are much higher than dispute resolution through court channels. This problem according to the author are interesting to study further as a main problem discussed using a normative research with descriptive research type. The approach to the problem used is an applied normative approach with the type of judicial case study. The data used are secondary data consisting of primary, secondary and tertiary legal materials.

Research Shows that the Institute for Arbitration and Mediation of Intellectual Property Rights (BAM HKI) domiciled in Jakarta provides adjudicative dispute resolution services. Arbitration must be optimized as the main choice in resolving business disputes because the existence of arbitration has a positive (needed) effect on efforts to resolve disputes over Intellectual Property Rights, especially regarding Trademark disputes, which have been accommodated well in terms of Legal Structure, Legal Substance, and Legal Culture. Apart from the fact that the settlement process is fast, cheap and effective, arbitration is also held behind closed doors, because the arbitration is only attended by the litigant parties. Thus, trade disputes are more confidential in nature. It is different from dispute resolution through judicial channels which are open to the public. Described in Article 6 of Law no. As explained in Article 6 of Law no. 30 of 1999 Efforts to resolve disputes or differences of opinion through a mediator by upholding confidentiality as the advantages of arbitration in terms of procedural law are its flexibility though it must still remain within the corridor of law.

Keywords: Optimalization, trademark dispute, arbitration

Introduction

Intellectual Property Rights are an attempt to grant a right to copyrights, patents or trademarks. The IPR regulation issued by the Director General of Intellectual Property Rights, the Ministry of Law and Human Rights of the Republic of Indonesia states that only the owner of the patent has the right to use the innovation ^[1] as the occurrence of brand counterfeiting on the world of trade will certainly not develop properly and will further worsen Indonesia's image as a violator of Intellectual Property Rights (HAKI) ^[2]. Until now, the general court is still the main choice for a person or company in resolving trademark disputes. In fact, although there are other alternatives to resolve business disputes related to trademarks, namely through the National Arbitration Board (BAN), it is often not used despite the fact that dispute resolution through arbitration is more effective and efficient in resolving trademark disputes.

In general, the notion of arbitration is one way to resolve civil disputes between two or more disputing parties where the implementation is carried out outside the general court. This dispute settlement is carried out through an arbitration agreement without any connection with the court. Means that, simply the definition of arbitration is an attempt to

resolve civil disputes outside the court in the form of a written agreement between the parties concerned. This arbitration agreement must be signed by all parties to the dispute or notarized by a notary public. After the agreement is made, the district court does not have any authority over the case. In fact, they may not even accept the filing of the case in court. As for Jacqueline M. Nolan-Haley in her book entitled "*Alternative Dispute Resolution in A Nutshell*", which explains that ADR "*is an umbrella term which refers generally to alternatives to court adjudication of dispute such as negotiation, mediation, arbitration, mini trial and summary jury trial*" ^[3].

Dispute resolution through arbitration at BANI is not optimal because the costs are much higher than dispute resolution through court channels. This is the very reason for a person or company not to choose arbitration as a route to resolve their trade disputes despite In some countries, a dispute resolution through arbitration can even be resolved by the disputing parties thru an ad hoc system ^[4].

Arbitration of this kind, is supported by the Association or Chamber of Commerce / Industry to handle business dispute

¹Bobby Briando,(2018),“TRANS PACIFIC PARTNERSHIP (TPP) DALAM BINGKAI NAWACITA”, Kajian Ekonomi Keuangan No.2 Vol 3, 2018, p.241, DOI : <https://doi.org/10.31685/kek.v2i1.297>

²Syahriyah Semaun,(2016),“Perlindungan Hukum Terhadap Merek Perdagangan Barang Dan Jasa”, Jurnal Hukum Diktum, Vol 14, No 1, July 2016: 108

³Marwah Diah M,(2016), “Prinsip dan Bentuk-Bentuk Alternatif Penyelesaian Sengketa Di Luar Pengadilan”, Hukum Dan Dinamika Masyarakat 5.2, p.116.

⁴Murti Ari Lingga, “Ingin Selesaikan Sengketa Bisnis? Saatnya Pilih Jalur Arbitrase”, <https://money.kompas.com/read/2019/05/21/112300226/ingin-selesaikan-sengketa-bisnis-saatnya-pilih-jalur-arbitrase?page=all>, Accessed on 21 May 2019.

matters, both national and international. As an example, see the International Court of Arbitration supported by the International Chamber of Commerce in Paris, France. Although the arbitration institution is under an Association or Chamber of Commerce / Industry, the institution is autonomous and independent. Because, Indonesia has had arbitration regulations since 1999, it is time to make arbitration the main choice in resolving business disputes or trademark disputes. Because until now, arbitration is only used as an alternative in resolving business disputes. Communities and companies alike still make courts their main choice in resolving their business disputes. In the light of this problem, the author studies it further in this research where the problem will be thoroughly discussed in the research result and discussion section.

Method of Research

The paradigm that is used in the research this is the paradigm of constructivism which is the antithesis of the understanding that lay observation and objectivity in finding a reality or science knowledge^[5]. Paradigm also looked at the science of social as an analysis of systematic against *Socially Meaningful Action* through observation directly and in detail to the problem analyzed.

The research type used in writing this paper is a qualitative research. Writing aims to provide a description of a society or a certain group of people or a description of a symptom or between two or more symptoms.

Approach (*approach*) the research is to use the approach of *Normative-Juridical*^[6], which is based on the norms of law and the theory of the existing legal enforceability of a law viewpoint as interpretation.

As for the source of research used in this study are

1. Primary Data, is data obtained from information obtained from literature review derived from the existing regulation, credible news and data obtained from interted parties.
2. Secondary Data, is an indirect source that is able to provide additional and reinforcement of research data. Sources of secondary data in the form of: Primary Legal Material and Secondary Legal Materials and Tertiary Legal Material.

In this study, researchers uses data collection techniques, namely literature study, interviews and documentation. In this study, the researcher is a key instrument that is the researcher himself who plans, collects, and interprets the data.⁷

Research Result and Discussion

1. Trademark Dispute

Trademark rights in the world of trade are crucial as from the point of view of manufacturers, brands are used as a guarantee of the value of their products, especially regarding product quality. Merchants use brands for the promotion of their merchandise and to expand markets. For consumers, the brand is needed to make a choice of products to be

purchased. It is inconceivable if a product does not have a brand as of course, the product concerned will not be known by the consumers^[8].

Trademark Protection in Indonesia Indonesia currently use the Law Number 15 Year 2001 as amended with law No.16 Year 2016. This new Trademark Law is an improvement from the previous law, namely Law No. 19 of 1992 and Law no. 14 of 1997. With this new trademark law, a single text regulation was created to make it easier for the public to understand and then to implement it. In this case, the provisions in the old Trademark Law, whose substance has not been amended, are re-stated in Law Number 15 of 2001. Law Number 15 of 2001 concerning Marks which is an improvement of the existing Trademark Law provides confirmation that in the event of a dispute against a registered trademark, the claim for cancellation of the registration of the mark can be submitted to the Commercial Court.

Article 1 point 1 of Law Number 15 Year 2001 regarding marks provides a definition of a trademark, namely trademark is a sign in the form of images, names, words, letters, numbers, color arrangements, or a combination of these elements which differentiator and is used in trading activities in goods or services.

When viewed from the juridical limits provided by Article 1 point 1 of Law Number 15 Year 2001 concerning trademark, the elements of a trademark are as follows:

- a. There is a sign in the form of a picture or name, words, letters, numbers, color arrangement or a combination thereof;
- b. The existence of a certain distinguishing power or characteristic;
- c. Used in trading activities of goods and services.

The trademarking of a product, both goods and services, is not only beneficial and useful for the brand owner or producer, but also for consumers as users of the goods or services. The purpose of giving a trademark are:

- a. A guarantee to consumers that the goods they buy are really from their companies;
- b. To guarantee the quality of goods;
- c. To give their product a name.
- d. To provide protection to legitimate trademarks that cannot be copied by other.

Trademark is a mark that is used on goods that are traded by a person, a collective person or a legal entity to differentiate it from other similar goods. A mark that is used in a legal entity with a mark that is used personally has a different function. A brand that is used in a company is an asset that is owned by the company, while a brand that is used by a person is a personal asset which is directly related to the personal property.

One example of a trademark dispute happened in Indonesia is the "Geprek Bensu" Trademark Dispute Case. Ruben Onsu, the owner of the "I Am Geprek Bensu" failed to win his case at the Supreme Court. According to the Supreme Court, based on case number 57 / Pdt.Sus-HKI / Merek / 2019 / PN Niaga Jkt. has rejected Ruben Onsu's request for a lawsuit against Benny Sujono regarding the "Gebrek

⁵ Faisal,(2010), "Menerobos Positivisme Hukum", Rangkang Education, Yogyakarta.

⁶ Johnny Ibrahim,(2005), "Teori dan Metodologi Penelitian Hukum Normatif", Bayumedia, Surabaya.

⁷ L. Moleong,(2002), "Metode Penelitian Kualitatif", PT Remaja Rosdakarya, Bandung.

⁸ Erma Wahyuni,(2016),"Kebijakan dan Manajemen Hukum Merek", tt, Yayasan Pembaruan Administrasi Publik Indonesia (YPAPI), Yogyakarta.

Bensu" trademark (which in this case are rightfully registered by Benny Sujono Himself).

The trademark dispute case above is not the first time this has occurred in Indonesia. A number of cases have occurred, not a few of them related to international trademarks belonging to foreign companies, such as the case of IKEA Sweden with IKEA (Intan Khatulistiwa Esa Abadi), Toyota Lexus with ProLexus, or DC Comics with Superman wafers.

The problems that occur due to trademark disputes will affect the company financially. Besides that, it can also affect the brand image of the company. Consumers often feel confused because brand names are similar to one another, so that consumers often get confused in buying a product. Consumers' trust and loyalty can also decline because the company is considered not having integrity in running its business so that brand disputes arise.

Trademark disputes can have broad implications, for that it is necessary to conduct an in-depth study regarding trademarks in Indonesia that have been circulating in the market so that there is no wrong step in determining what brands to publish. A research process like this is carried out so that there are no multiple registered brands. So that the role of the Directorate General of Intellectual Property Rights here is very much needed in screening the registration process for a Trademark.

2. Optimalisasi Penyelesaian Sengketa Merek Dagang Melalui Jalur Arbitrase

In Law No. 30 of 1999, what is meant by Arbitration is a way of resolving a civil dispute outside the general court based on an arbitration agreement made in writing by the disputing parties. Furthermore, Article 5 paragraph (1) of the Law explains that disputes that can be resolved through arbitration are only disputes in the field of trade and regarding rights which according to law and legislation are fully controlled by the disputing parties. One of them is a trademark dispute.

Arbitration itself can be classified into ^[9]

- a. Quality arbitration, which concerns contractual issues (question of fact) which in itself requires arbitrators with high technical qualifications.
- b. Technical arbitration, which does not involve factual issues, as is the case with problems arising in the preparation of documents (construction of documents) or application of contract provisions.
- c. Mixed arbitration, which is for disputes regarding both factual and legal issues (question of fact and law).

Dispute resolution through arbitration is based on good faith by ruling out litigation settlement in the District Court. Settlement of disputes or differences of opinion through alternative dispute resolution as intended shall be settled in a direct meeting by the parties within a maximum period of 14 (fourteen) days and the results are stated in a written agreement. In the event that the dispute or difference of opinion as referred to cannot be resolved, then with the written agreement of the parties, the dispute or difference of

opinion is resolved through the assistance of one or more expert advisors or through a mediator. If the parties within a period of 14 (fourteen) days with the help of one or more expert advisors or through a mediator fail to reach an agreement, or the mediator fails to bring together the two parties, the parties can contact an arbitration institution or institution by ordering the alternative dispute resolution to appoint a mediator. After the appointment of a mediator by an arbitration institution or an alternative dispute resolution institution, within 7 (seven) days the mediation effort must be initiated. Efforts to resolve disputes or differences of opinion through a mediator as referred to by upholding confidentiality, within a maximum period of 30 (thirty) days an agreement must be reached in a written form signed by all parties concerned. A written dispute settlement agreement or difference of opinion is final and binds the parties to be implemented in good faith and must be registered at the District Court within a maximum period of 30 (thirty) days from the signing. The dispute settlement agreement or difference of opinion as intended must be completed within 30 (thirty) days from registration. If the settlement effort as referred to cannot be achieved, the parties based on a written agreement can submit a settlement effort through an arbitration institution or ad-hoc arbitration. On April 19, 2012, an Intellectual Property Rights Arbitration and Mediation Board (BAM HKI) was established in Jakarta. This institution provides adjudicative dispute resolution services, namely arbitration and non-adjudication, including mediation, negotiation and conciliation for disputes arising from commercial transactions or relationships involving the IPR sector. BAM HKI is a form of dispute resolution that helps resolve disputes outside the court. Areas that can be handled by BAM IPR include Patents, Trademarks, Geographical Indications, Copyrights, Industrial Designs, Layout Designs of Integrated Circuits, Trade Secrets, Plant Varieties, and other fields related to IPR. With the existence of several arbitration bodies in Indonesia above, business actors can choose what they want by including options for arbitration dispute resolution in the clause of the agreement they make. If the parties choose to settle the dispute through non-litigation channels ^[10].

Some of the laws and regulations that form the basis of the juridical arbitration in Indonesia are:

- a. Law Number 14 of 1970 concerning the Principles of Judicial Power, especially the explanation of article 3;
- b. Article 1338 paragraph (1) c of the Civil Code;
- c. Article 377 HIR or article 705 RBG;
- d. Articles 615-651 Rv .;
- e. Law Number 30 of 1999 concerning Arbitration and APS

Historical developments in the application of arbitration institutions have existed since the time of the Dutch East Indies, the era of Japanese rule, and when Indonesia became independent. In the Indonesian legal system, there are two types of arbitration that are recognized as existential and their authority to examine and decide disputes that occur between the disputing parties, namely, Ad Hoc (volunteer) Arbitration and Institutional Arbitration (permanent). Both arbitrations have the same authority to adjudicate and decide

⁹ Kikin Nopiandri,(2018),“Peran Lembaga Arbitrase Dalam Penyelesaian Sengketa Bisnis Internasional: Tinjauan Dari Perspektif Teori Sistem Hukum”, Jurnal Legal Reasoning Vol. 1, No. 1, December 2018. P-ISSN 2654-8747, p.52.

¹⁰ Anik Entriani,(2017),“Arbitrase dalam Sistem Hukum Indonesia”, jurnal AN-NISBAH, Vol. 03, No. 02, April 2017, p.287.

upon disputes that occur between the parties who enter into the agreement.

The difference between the two types of arbitration lies in coordinated or uncoordinated. Ad-hoc arbitration (arbitration that is not coordinated by an institution) while institutional arbitration (arbitration that is coordinated by an institution). Institutional arbitrations that have been recognized in Indonesia are: the Indonesian National Arbitration Board (BANI), the Indonesian Capital Market Arbitration Board (BAPMI), the Commodity Futures Trading Arbitration Agency (BAKTI), the National Sharia Arbitration Board (Basyarnas), and the Arbitration and Rights Mediation Agency. Intellectual Property (BAM HKI).

In regard to that, a question arises, on why should arbitration be optimized as the main choice in business dispute resolution? as when viewed from the perspective of Lawrence Friedmann's Law systems theory ^[11] that the existence of arbitration indeed has a positive (needed) effect on efforts to resolve disputes over Intellectual Property Rights, especially regarding Trademark disputes because it has an impact on 3 elements of the law itself, namely:

a. Law Structure

Arbitration as a dispute resolution structure can be said to be adequate to resolve disputes for the parties. In the formal structure in the country of Indonesia, the arbitration mechanism has been accommodated in the Indonesian National Arbitration Board (BANI). The procedure for dispute resolution through arbitration has also been clearly regulated in Law Number 30 of 1999.

The Indonesian National Arbitration Board has applied structurally the principle of organization that is not big, but rich in functions. Where the BANI structure differs greatly from the court structure in general in resolving a dispute. Dispute resolution through Arbitration is carried out in one place only, namely BANI. Apart from being processed in one place, the decisions that are generated through the arbitration process are also first and binding. This means that once the arbitration award is handed down, it cannot be sought for legal remedies, so that it can immediately bind the parties to the dispute. Regarding this matter, it can be seen that the legal basis is in Article 60 of Law Number 30 Year 1999 which states that, "Arbitration decisions are final and have permanent legal force and are binding on the parties. Whereas in the general court we know the courts at the first level, namely the District Court, appeals to the High Court and cassation to the Supreme Court. Even though the dispute has entered at the cassation level, the trademark dispute can still be rolled out in a review which is also taking place at the Supreme Court.

b. Law Substance

The settlement of trademark disputes through arbitration in substance already has its own regulations, namely Law Number 30 of 1999. So that the rules are clear. The law that regulates dispute resolution through arbitration has been accommodated positively, especially disputes in the business world. When viewed from several articles in Law Number 30 of 1999, that arbitration institutions provide a

mechanism for dispute resolution that is relatively flexible in terms of processing time, is fast and with a procedure that is relatively short. Where in principle, the disputing parties can freely determine the arbitration procedure that will be used in the examination of the dispute as long as it does not conflict with the provisions of Law Number 30 of 1999.

In determining the arbitration procedure, it must be agreed explicitly in writing. Settlement of disputes through arbitration can be carried out using arbitration institutions, both national and international, based on mutual agreement between the disputing parties. If the institution chosen has been determined, the dispute settlement shall be carried out according to the rules and procedures of the chosen institution unless the parties stipulate otherwise. The agreement also stipulates the provisions for the period and place of the arbitration.

The dispute settlement process through an arbitration process is more time-efficient and flexible, in contrast to dispute resolution through court which will take a long time. Not to mention if one of the parties is dissatisfied then an appeal or cassation. Effectiveness and efficiency in dispute resolution through arbitration because the time used is shorter and the process is only at the Arbitration Institution, namely at BANI until the verdict.

The execution of an arbitration is carried out in accordance with the provisions of the applicable law of procedure in the court, in the territory of the country where the request for execution is submitted. The arbitration award is final and has permanent legal force and is binding on the parties. The execution of an arbitral award will only be carried out if the award is in accordance with the arbitration agreement and meets the requirements set out in Law No. 30 of 1999 and is not against morality and public order. An award from an arbitration can also be overturned by the disputing parties by requesting the District Court either part or all of the content of the award, if it is suspected that it contains certain elements that can make the decision null and void.

c. Budaya Hukum (Culture)

The talk about legal culture cannot be separated from the knowledge and understanding of the legal subject itself. The legal culture for the disputing parties certainly wants their disputes to be resolved quickly, simply and at low cost. Such perceptions have also been accommodated in the laws and regulations in Indonesia by making the principles of fast, simple and low cost as the principles in the practice of dispute resolution through courts. However, it is no longer a secret that in practice, dispute resolution through litigation did not work optimally, so that in the end an arbitration institution emerged as an alternative to non-litigation resolution.

For business actors, dispute resolution in a fast, simple and low cost manner is needed so that their business activities are not disrupted even though there are business disputes being faced. Therefore, this need has been accommodated by a mechanism run by the arbitration institution, which in Indonesia is facilitated by BANI. Because an arbitration institution with all its advantages is clearly more suitable if it is positioned as a dispute resolution institution that is relatively simple, flexible, and fast in resolving disputes in the trade sector. So that this becomes one of the demands as well as a challenge for the existence of arbitration institutions, including BANI.

The selection of dispute resolution through arbitration must

¹¹Lawrence M. Friedman, in Yusna Zaidah,(2015), "Penyelesaian Sengketa Melalui Peradilan dan Arbitrase Sayri'ah di Indonesia", Yogyakarta: Aswaja Pressindo, p.39-47.

be optimized in addition to a fast, cheap and effective settlement process which is also held behind closed doors, because arbitration is only attended by the litigant parties. Thus, trade disputes are more confidential in nature. It is different from dispute resolution through judicial channels which are open to the public. So that the confidentiality of the trade dispute will not interfere with the mobilization of a business. As explained in Article 6 of Law no. 30 of 1999 Efforts to resolve disputes or differences of opinion through mediators by upholding confidentiality.

The advantage of arbitration in terms of procedural law is the flexibility that remains within the corridor of law. On the other hand, an arbitrator who has knowledge both from a legal and technical point of view, as well as the timeliness of the trial, is the advantage of arbitration itself so that the trial can run effectively. In addition, the continuation of business relations between the parties is also considered asin fact, it does not rule out the possibility that good relations and cooperation can still continue.

Conclusion

A trademark is a brand that is used on goods that are traded by a person or several people jointly or a legal entity to distinguish it from other similar goods. Problems that arise due to a trademark dispute will affect the company financially. Besides that, it can also affect the brand image of the company. Trademark disputes can have broad implications, therefore it is necessary to conduct an in-depth study regarding trademarks in Indonesia that have been circulating in the market so that there is no wrong step in determining what brands to publish.

On April 19, 2012, an Intellectual Property Rights Arbitration and Mediation Board (BAM HKI) was established in Jakarta. This institution provides adjudicative dispute resolution services, namely arbitration and non-adjudication, including mediation, negotiation and conciliation for disputes arising from commercial transactions or relationships involving the IPR sector. BAM HKI is a form of dispute resolution that helps resolve disputes outside the court.

Arbitration must be optimized as the main choice in resolving business disputes because the existence of arbitration has a positive (needed) effect on efforts to resolve disputes over Intellectual Property Rights, especially regarding Trademark disputes, which have been accommodated well in terms of Legal Structure, Legal Substance, and Legal Culture. Selection of dispute resolution through arbitration must be optimized in addition to a fast, cheap and effective settlement process which is also held behind closed doors, because arbitration is only attended by the litigant parties. Thus, trade disputes are more confidential in nature. It is different from dispute resolution through judicial channels which are open to the public. So that the confidentiality of the trade dispute will not interfere with the mobilization of a business. As explained in Article 6 of Law no. 30 of 1999 Efforts to resolve disputes or differences of opinion through mediators by upholding confidentiality.

The advantage of arbitration in terms of procedural law is its flexibility that are still remains within the corridor of law. On the other hand, an arbitrator who has knowledge both from a legal and technical point of view, as well as the timeliness of the trial, is the advantage of arbitration itself so

that the trial can run effectively. In addition, the continuation of business relations between the parties is also considered. In fact, it does not rule out the possibility that good relations and cooperation between the disputing parties can still continue.

References

1. Anik Entriani. Arbitrase dalam Sistem Hukum Indonesia”, jurnal AN-NISBAH. 2017; 3.
2. Bobby Briando. Trans pacific partnership (tpp) dalam bingkai nawacita, Kajian Ekonomi Keuangan No.2 Vol 3, 2018, p.241, DOI : <https://doi.org/10.31685/kek.v2i1.297>
3. Erma Wahyuni. Kebijakan dan Manajemen Hukum Merek”, tt, Yayasan Pembaruan Administrasi Publik Indonesia (YPAPI), Yogyakarta, 2016.
4. Faisal. Menerobos Positivisme Hukum”, Rangkang Education, Yogyakarta, 2010.
5. Johnny Ibrahim. Teori dan Metodologi Penelitian Hukum Normatif”, Bayumedia, Surabaya, 2005.
6. Kikin Nopiandri. Peran Lembaga Arbitrase Dalam Penyelesaian Sengketa Bisnis Internasional: Tinjauan Dari Perspektif Teori Sistem Hukum”, Jurnal Legal Reasoning. 2018; 1(1):P-ISSN 2654-8747.
7. Moleong L. Metode Penelitian Kualitatif, PT Remaja Rosdakarya, Bandung, 2002.
8. Marwah Diah M. Prinsip dan Bentuk-Bentuk Alternatif Penyelesaian Sengketa Di Luar Pengadilan”, Hukum Dan Dinamika Masyarakat, 2016; 5:2.
9. Murti Ari Lingga. Ingin Selesaikan Sengketa Bisnis? Saatnya Pilih Jalur Arbitrase”, <https://money.kompas.com/read/2019/05/21/112300226/ingin-selesaikan-sengketa-bisnis-saatnya-pilih-jalur-arbitrase?page=all>, Accessed on 21 May 2019.
10. Syahriyah Semaun. Perlindungan Hukum Terhadap Merek Perdagangan Barang Dan Jasa”, Jurnal Hukum Diktum. 2016; 14:1.
11. Yusna Zaidah. Penyelesaian Sengketa Melalui Peradilan dan Arbitrase Sayri'ah di Indonesia”, Yogyakarta: Aswaja Pressindo, 2015.