

ENHANCED ROLE OF DISPUTE BOARDS UNDER FIDIC 2017

TARIQ K. ALHASAN,

Lecturer in Commercial laws and Arbitration at Al-Ahliyya Amman University - Private Law Department
- Faculty of Law, LLM in International Commercial Arbitration/ Jerash Private University, LLM/
Construction Contracts/ Al-Ahliyya Amman University.

ABSTRACT

Article 88 of Law No. 2 of the Republic of Indonesia on Construction Services provided for three phases of conflict resolution: (1) mediation, (2) conciliation, and (3) arbitration if a party failed to comply with the verdict. The study discovered that the number of dispute resolution iterations from the District Court to the Supreme Court and the judiciary is neither controlled nor limited. Litigation and arbitration results are less detailed than final and binding arbitration results. DIs were unwilling to use DIs in August 2017 due to a lack of DI recognition, no DBs, and high costs. A follow-up to Law 2/2017, passed in January of this year, discovered a change in the reasons for not using DIs previously indicated.

The use of databases has benefited through government dissemination and training. The DS has two functions: decision-making and influencing the Presidential Elections Decree No 192/2014. To maintain their neutrality, DS members must be trusted and respected.

Index Terms: FIDIC 2017; Construction Contracts, Dispute Avoidance; Arbitration; Amicable Settlement, The Engineer, ADR; DAB; DAAB.

Introduction

Regardless of how hard people try to avoid them, each side has its interests and positions to protect. Employers are enticed by the prospect of reducing fiscal deficits and cost overruns. A contractor's primary goal is to increase revenue, decrease losses, and maximize profits. As allowed for in Law No. 18/1999, one way of conflict resolution is mediation, conciliation, and arbitration (Law, 1999). Under updated law No 2, a dewan sengketa appointment can be substituted with mediation and conciliation (Law, 2017). Various humanitarian organizations have already been involved in several projects with MDBs (MDBs).

The following are the terms of the model agreement: Before the arbitration proceedings, there were conflict panels that offered dispute resolution but no "legal shelter" (Hardjomuljadi, 2016). As a result, the usage of DBs in Indonesia is not as widespread as you might think because DBs can delay the resolution of conflicts (Hardjomuljadi 2016). The DRBF (2007) and other organizations' procedure guidelines, on the other hand, require that decisions must be made within 84 days (CIARB, 2014, ICC, 2015, JICA, 2012). There are two significant disadvantages to arbitration proceedings: (1) the possibility that an aggrieved party would file an appeal, and (2) the event is impracticable owing to current regulatory constraints (Hardjomuljadi 2006). The goal of the research was to determine the optimal technique for minimizing and preventing conflicts wherever possible. By resolving both parties' and legal forms of battle, it allowed parties to reduce ambiguity.

Background

Dispute Resolution under Litigation in Indonesia

Law should be defined by the following three concepts: justice, utility, and the public's benefit (Radbruch, 2006). Justice means judging regardless of the individual, using

the same criteria for all. Permanently imprinting utility to society on people and lawyers is imperative. The issue of the laws' validity and legality must be addressed. Legality is defined as enforceability, definitive/conclusiveness, and irreversibility, and no other idea is conceivable.

Legal clarity is essential regarding infrastructure development and services in Indonesia. Most people still believe that judicial decisions are final. The problem emerges in court. Instead of Lex, the court is generic, resulting in decisions that lack knowledge, experience, or construction methodology. During the occupation of Indonesia by the Dutch, resolving disputes was the norm. The claims were processed by the District Court, which mainly dealt with territorial claims (Reg, 1847). The complainant must file a lawsuit in District Court, which has no specialized knowledge about engineering or building services, to begin using this dispute resolution process. The losing party has the right to appeal to the Supreme Court. Before final and binding rulings, a sound judgment must be acquired before a cassation petition, and the court review becomes effective and enforceable. In early 2015, the Indonesian Constitutional Court issued a regulation stating that the court might offer further information and new evidence on a case many times. The following resolution process is depicted in Figure 1.

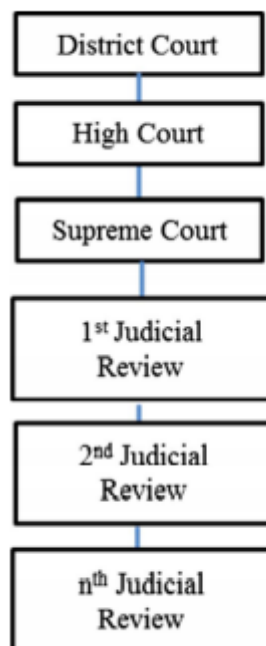


Fig 1. Dispute resolution under litigation in Indonesia

Dispute Resolution under Alternative Dispute Resolution in Indonesia

There are three arbitration and ADR statutes in Indonesia: Figure 2 illustrates laws 18/1999 on building services, 2/2017

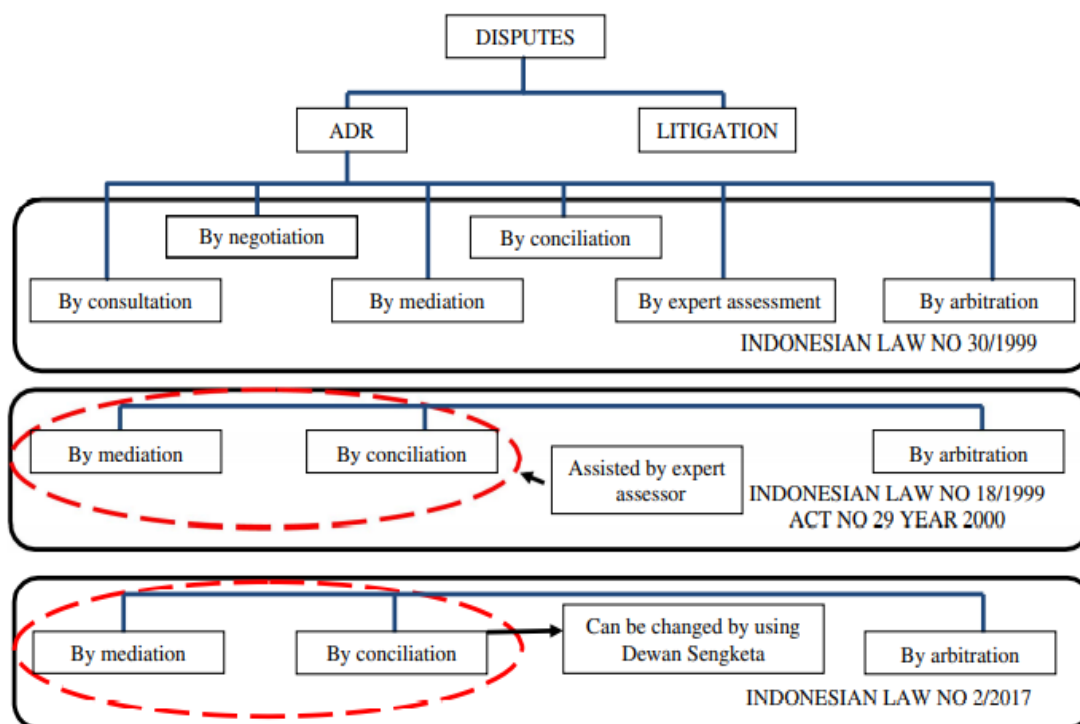


Fig 2. Indonesia arbitration and alternative dispute settlement

On regulation, and 30/1999 on arbitration and alternative dispute resolution.

Law No. 30/1999 was enacted before the latter to explain the two previous laws governing construction disputes. On the other hand, Law No. 18/1999 is just a construction law (Garner, 2004). 18/1999 may be used for building services. The requirements of the Lex specialist derogate legi generalis, and les aprèsérie derogate legi priority is met by Law 2/2017. It's also possible to be successful. Contracts and pipelines executed before Law 2/2017 are still covered by Law 18/1999. Even if it did not agree, use Law 2/2017 as guidance. As a means of dispute resolution, the compromise method should be used. Laws No. 18/1999 and No. 30/1999 on the use of conciliation, mediation, and expert review to resolve disputes.

As a result of the legal procedure, the changes between Law No 18/1999 and Law No 2/2017 are depicted in figures 3 and 4.

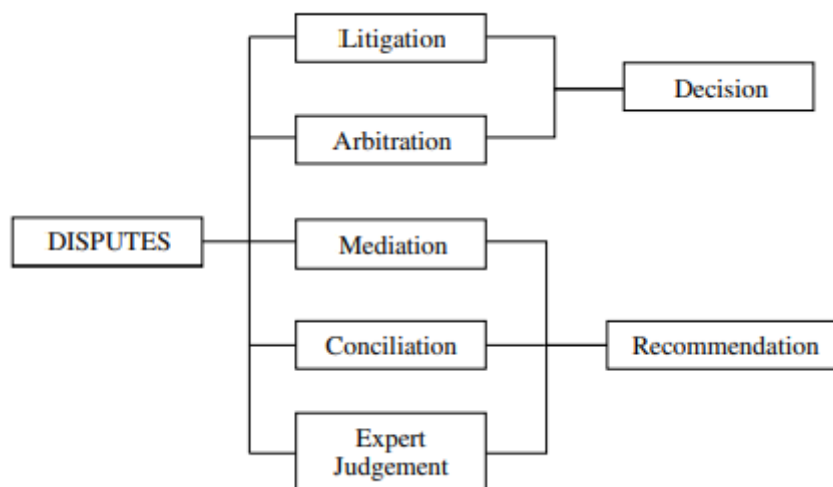


Fig 3. Building dispute (based on Indonesian Law 18/1999) resolution.

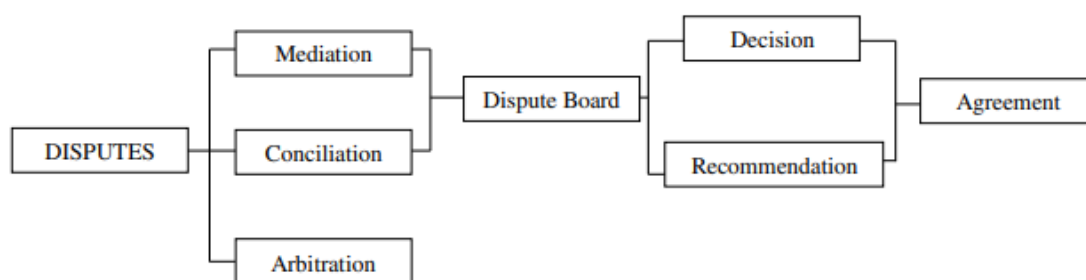


Fig 4. Building Dispute Resolution (Indonesian Law No 2/2017).

Dispute Resolution under FIDIC Conditions of Contract: MDB Harmonized Edition (2010)

Determination of Engineer

Disputes will arise during each activity, including construction. When it comes to FIDIC Contracting Conditions, the first provision in Clause 20 covering conflict resolution must be followed. Subclause 3.5: To arrive at a reasonable decision, the engineer should consult each stakeholder. Unless otherwise noted, the engineer must tell either party within 28 days of any agreement or finding of support. Until Clause 20 is changed, all contracts or resolutions will be fulfilled" (FIDIC, 2010). In 2009, the year began. Subparagraph 3.1 "Engineer Duties and Authority": The engineer must obtain the employee's express agreement before agreeing or calculating an extension of time and additional charges.

Boards of Dispute

History of the Dispute Board

Tunneling companies experimented with unique conflict resolution approaches in the 1970s. In 1975, the I-70 was used for the first domestic (US) DB, and in 1981, the second DB (Honduras) was used for the first international DB. Homosexuality (Homosexuality, 2015). The Conditions were included in the fifth edition of the FIDIC

contract series published in 1992. (FIDIC 1999a, b, c). More than 50 million dollars were approved for use in World Bank-sponsored projects in 1995. The establishment of DB and the release of the 1996 Discussion Board Guidebook marked a watershed moment in the company's history (Germany, 2007). In 1997, the ADB and the EBRD backed the DB Reconstruction and Development Strategy. The JICA went along with it (JICA, 2012). The establishment of FIDIC's independent adjudication boards was a significant achievement after the year. This came after the MDB of 2006 and the Harmonized Edition of 2010. In February of this year, FIDIC 2006 was updated. In Indonesia, the DRBF quickly passed Law No 2/2017, commemorating the DRBF's twentieth anniversary. In 2017, the FIDIC rainbow series of publications included boards for dispute resolution and construction services awards. The biggest hurdles to the employment of Dispute Boards in the East, according to Jaynes (2012), are education, money, and philosophy.

For users who use DBs, all contract documents should be trained on DBs. Its purpose is to create databases. DA Boards were granted the same contractually binding power when introduced to alternative decision-makers in the fourth edition (FIDIC, 1996). Cost The retentions, and daily costs of each dispute board member are assessed according to the JICA model (JICA, 2012). Outside of frequent visits to the project site, the membership fee covers access. The affiliation fee covers the work. The price will include transportation to and from the website, time spent on the ground, the absence of hearings on the floor, the study of dispute papers, board membership, and managing board preparation. In some cases, a lender may request interim payments.

Philosophy

FIDIC's ideology stands opposed to rapid implementation of a final judgment handed down by the DAB, notwithstanding notification of disagreement and desire to appeal. The history of the Red Book, which governs construction contracts, is the background to the FIDIC concept. The entrepreneur did not design the work.

The engineer (FIDIC, 1987) asserted that disputes and conclusions could not be referred to arbitration until the contract with the employer was completed. Even if a Party chose to use arbitration in construction, the engineer's decision remained binding. The agreement only needed to be followed unless or until it was revised. This decision had the same legal enforceability as the 1996 engineer's decision. The Fourth Edition added the Dispute Adjudication Board to adjudicate disputes in the Red Book. To support this theory, construction progress was required. The arbitration decision is final, but the parties must follow the engineer's or DAB's recommendation. The concept was rejected in several locations. Until the arbitral tribunal issues a final decision, employers will not comply with these decisions, which involve substantial payments. application of DB decisions cannot be made as long as they have not been followed

In summary, training should be provided to comprehend their function better, impact the costs, and explain their approach, which is that the goal of conflict resolution is to avoid missing out. The First step in resolving a dispute due to the FIDIC Conditions of Contract (subclause 3.5). Secondly, is forming a dispute committee (subclause 20.4).

In section 20.6; the employer appoints the engineer, and to have an equitable resolution of the conflict, FIDIC modified the contractual rules and established the

Issue Board. Moreover, FIDIC created the dispute resolution boards in all states under the agreement (Rainbow series, 1999; FIDIC, 1999; FIDIC, 2006). According to the contract, the DB must have one or three competent persons (members). All building occupants are capable of reading and understanding contracts for buildings under construction. If the parties cannot agree on who should be the DB member, the DB will consist of three members. Each party will name one member to be selected by the other party. The two parties must agree to select the chairperson for the third member.

The FIDIC dispute resolution mechanism is present in all FIDIC contracts. Either the Rainbow Series Dispute Adjudication Board or the MDB Harmonized Edition Dispute Board renders a decision. The FIDIC DAB's rulings are binding. While a friendly settlement revision or an arbitral award is pending, the parties must adhere to their conclusions.

The timeliness and lower cost of the DB make it an advantage in arbitration and litigation. The parties will benefit from receiving reasonably quick dispute resolution, as stipulated in the FIDIC terms of contract papers (Irmak 2017). There are additional options for DB. A long-term database includes members recruited to observe and prevent defects when work begins. When a dispute arises, an ad hoc database is made. It is faster and easier to appoint a three-member database, as both parties need to agree and approve. Three DBs include one Member from each side, the employer and the entrepreneur, and the Chairman, who is subject to two members' consent.

Both parties almost always select the chairman. He must be trustworthy and courteous and well-versed in building processes and database organization. An impartial professional's board (which oversees construction progress and helps prevent litigation and solve problems throughout the project) will also convene. Fig. 5 depicts the DB technique in FIDIC document terms.

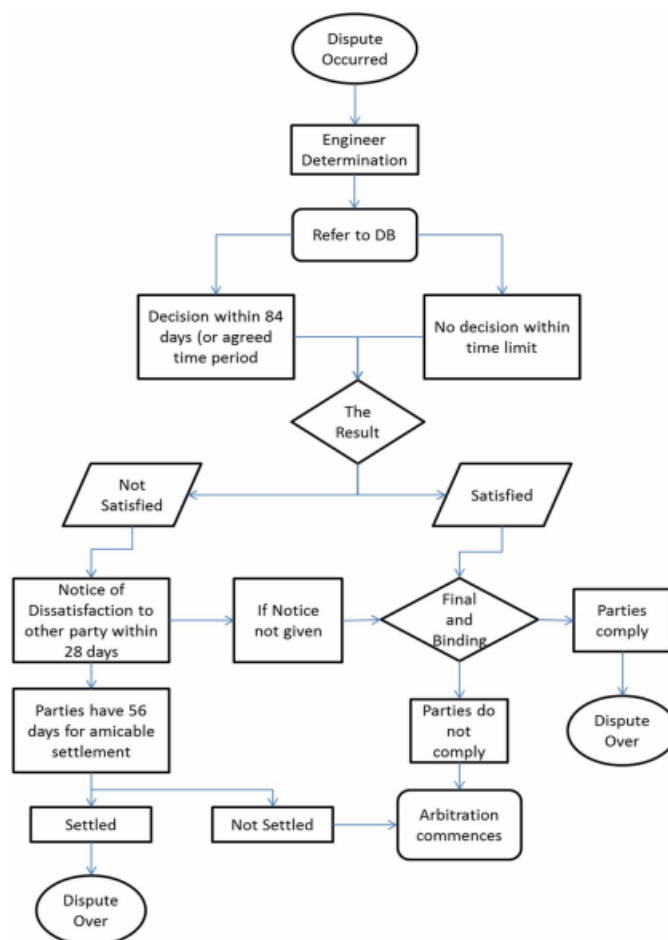


Fig 5. Dispute Board Flow Chart under Contract Law of FIDIC Conditions.

The Decision

Section 20.4 of the FIDIC Contractual Conditions reads: "The DB shall make a reasoned judgment and announce that the reference is granted under that subclause, or within a period as the DB and the reference signatories agree upon. This decision binds both parties, who must comply immediately, as long as specified conditions are met. A contract must be completed whether the contract has been rejected, terminated, or abandoned."

Perusahaan Gas Negara (Persero Tbk.) has requested early payment compliance with CRW JO clause 20.4, based on a well-publicized case in the Singapore International Arbitration Court (SIAC). This lawsuit was finally resolved after five years (Butera, 2015). FIDIC followed up on the current circumstances by releasing a contract paper guidance memorandum (rainbow series, 1999). This guide aims to clarify FIDIC's intentions when it comes to implementing binding but non-binding DB judgments. The FIDIC Dispute Resolution Conditions have been developed, namely paragraph 20.7. (silver book). Suppose a party refers to the failure by complying with it, as in the explicitly final and binding decision under Subclause 20.7, or the significant but not final determination by DB on arbitration. In that case, it is strongly suggested to follow the criteria outlined in this Memorandum. Finally, only if one party realizes that the other party has not met the DB decision after 28 days. International arbitration tribunals

have been divided into two or three in cases of non-compliance with the DB Decision made by the 'Obtaining Dispute Adjudication Board' (MDB Harmonized Edition (Fidic, 2010)) under clauses 20.4 and 20.5. Persero Perusahaan Gas Negara (Persero) vs CRW, SGHC 202, deals with this. The Singapore International Arbitration Court (SIAC) heard an appeal from the Singapore Court of Appeal's 2011 decision (Butera, 2015).

As of April 1st, 2013, FIDIC published a Guidance Memorandum about this incident:

Subparagraph 20.4: New pre-last paragraph: 'The payee may be asked to provide suitable payment security if the DAB directs one party to pay another.'

Suppose a Party fails to comply with SubClause 20.6. In that case, a Party may seek summary or another accelerated remedy, regardless of whether the DAB's ruling is definitive, final, or binding, without prejudice to any other rights. (Arbitration). The provisions of 20.4 and 20.5 (reference) shall apply without regard to the proposed Dispute Adjudication Board (Amicable Settlement).

Clause 14: At the end of the first line of the second sentence, including the payments due or owed to the contractor under Sub-clause 20.4; (Decision of the Dispute Adjudication Board).

The interim payment certificate includes any amounts owed as a result of the DAB judgment.

Indonesian Research Methodology

Conflict Construction Resolution Study

For dispute resolution in building services, (1) cost, (2) time, (3) legal clarity, and (4) and (b) acceptable contract expectations were used (Hardjomuljadi 2017). The findings show that the contractor's expectations begin with clarity, time, money, and good relations. Employers look for (1) solid connections, (2) low expenses, (3) legal clarity, and (4) flexibility (4).

It looked at cases from the Indonesian Arbitration Council (BAB) and local courts (Badan Arbitrase Nasional) (BANI). Evidence limitations and alternate conflict resolution were found to be a source of worry (mediation, conciliation, and arbitration). Fortunately, the Supreme Court's website has information about arbitration. While the court's decision is final and binding, an appeal to a court of Law is still conceivable. The Supreme Court will be notified of the censure and, maybe, a judicial review.

In Indonesia, where people still distrust the use of databases for dispute resolution (ADR). FIDIC contract agreements were sent to both employers and contractors. This author used the RII approach to study surveys to determine the primary cause

of this aversion to DB prescription countermeasures and innovations. This flowchart shows the research process.

Dispute resolution analysis Practices in Indonesia Litigation

This article details the findings of a Hardjomuljadi survey, which can be found at <https://putusan3.mahkamahagung.go.id>. You may get a copy of this document by clicking here (MA). Around 70 decisions were made based on case-specific construction. In 2017, the examination was undertaken with references from 70 (2000–15) patients; 100 additional instances were included in the analysis, as shown in Fig.

6. According to statute No. 30/1999 Article 60, the arbitration court's conclusions must be final and binding following worldwide best practices—the last, permanent arbitration judgment is legitimate for the parties and legally binding.

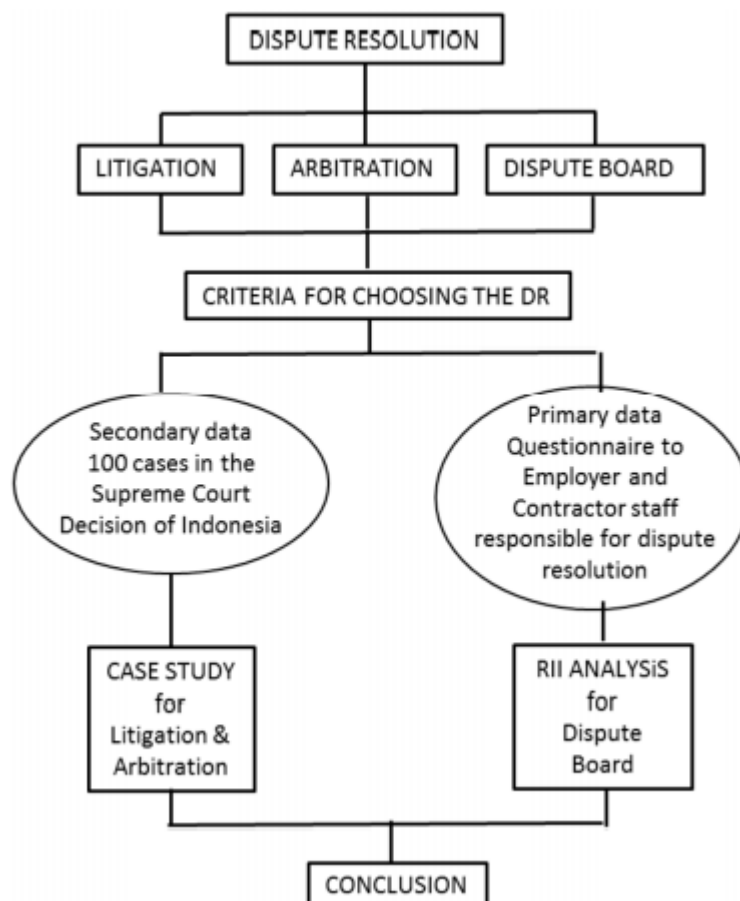


Fig 6. Research Methodology.

Nonetheless, as stated in Article 72.4, the parties retain the ability to appeal the Arbitration Tribunal's decisions if any of the requirements outlined in Article 70 are met. The petition to nullify the arbitration award can be made under the following circumstances. The petition can be annulled in the following cases: (a) after the award has been made, documents or letters are discovered to be forged; (b) fraudulent documents are discovered and deliberately concealed by the perpetrator, or (c) an award is made based on fraud committed by the party concerned. Within 30 days of the arbitral judgment being registered, a letter of invalidation must be sent to the High Court Registrar. Some losers will appeal straight to the Supreme Court, but most will be directed to district courts for further proceedings. According to the author's analysis (Hardjomuljadi 2014), most constructive challenges previously filed with an arbitral tribunal and, in some circumstances, direct submissions to the Supreme Court were appeals to the High Court. Even though the facts mentioned above were actual, some filed legal processes in district courts, even though the District Tribunal lacks the authority to make a final and binding arbitration.

An additional provision in Indonesian Law states that if a citizen is aware that he has no right to challenge an arbitration panel's decision, the court has the authority to file

charges, even if the court is in a bind. Contractors file procurements against employers or proof that appears to be fraudulent.

DB Usage Study in Indonesia

MDB Harmonized Edition already in the FIDIC Conditions: (FIDIC, 2010). DBs are still unpopular in construction and are continuously being investigated. The Japan International Development Agency (JICA, 2012) and Civil Engineering Institution (ICE, 2012), respectively, comply with ICE standards (ICE, 2012). Moreover, attackers often lead to more complicated, time-consuming arguments. A dispute with DB takes less time than a matter of arbitration to be resolved.

The author distributed questionnaires to 65 respondents, both from employers (30) and contractors (35) who have used DB to resolve international project disputes based on cost, time, legal certainty, and mainstream analysis. Employers and contractors have differing interests, as shown in Fig. 7. Contractors and employers have disparate expectations when it comes to alternative dispute resolution.

Requirements	RII	
	Employer	Contractor
Cost	0,820	0,920
Time	0,860	0,840
Legal certainty	0,940	0,680
Good relationship	0,660	0,940

Fig 7. RII for criteria suitable dispute resolution methods.

The author conducted a second study at the DRBF Regional Conference in Bali, Indonesia, by sending out the questionnaire to 45 respondents and asking them to respond independently; these results are shown in Figure 8 in RII. The most significant issue is the misunderstanding of computer roles and the unwillingness to spend money before a conflict arises. Dispute boards are viewed as costly, and there is no regulation to prevent their use. Technical, financial, and legal support was found in the first group, while economic groups emerged in the third. Law No. 2/2017 established a dispute board that included technical training, workshops, conferences, and a legislative group due to the results.

In preparation for the DRBF conference in Jakarta, Indonesia, in January 2020, the author conducted an additional study with two distinct groups: employers and contractors. Figures 9 and 10 demonstrate the results for the latter group (45 valid responses) (80 correct answers). Most employers' primary cause factors are: national auditors created the problem The perceived costs of DBs, the scarcity of trustworthy and reputable people to appoint to DBs, and the doubts about the unbiasedness of those nominated to DBs.

Number	Code	Variable	RII
1	H	Lack of understanding the function of DB	0.871
2	E	Hesitation to have earlier expenses before dispute occurred	0.846
3	A	Cost of DB considered expensive	0.833
4	G	No "legal shelter" or Law stating about DB	0.796
5	L	Decision by the DB is not final, and mostly challenge to arbitration	0.775
6	B	User thought that the decision is not binding	0.767
7	F	The difficulties to execute the decision of DB	0.750
8	I	The Employer and the Contractor are more familiar with the arbitration	0.746
9	J	Candidate for DB who have the engineering education background mostly have lack of knowledge on law and legal aspect	0.733
10	M	For small scale and low cost project, both the employer and the contractor of the opinion that DB is not needed	0.717
11	N	Based on Indonesian custom, the parties prefer negotiation or mutual understanding and/or agreement	0.692
12	O	Money have been spent if there are no dispute	0.679
13	P	Decision by the arbitration also brought to court for judicial review	0.621
14	K	The parties eager to solve the problem and reach the agreement by their own, not decided by third party	0.613
15	C	Difficulties to appoint DB with relevant expertise	0.596
16	Q	Independent DB member is hard to be found and the term of independency create difficulties to appoint the DB	0.575
17	D	Difficulties to appoint the Board in terms of language capability	0.567

Fig 8. RII rejects the use in Indonesia of ADR dispute boards (2017) (The employer and the contractor are not segregated for research 2017.

Number	Code	Variable	RII
1	R	Lack of trustable and respectable person to be appointed as DB	0.83
2	S	Doubtfulness on the impartiality of the person to be appointed as DB	0.80
3	W	The problem which may occurred with National auditor	0.76
4	Y	Difficult to find the DB candidate who have the construction contract knowledge	0.76
5	A	Cost of DB considered expensive	0.76
6	U	Lack of qualified Indonesian DB to be appointed.	0.68
7	H	Lack of understanding the function of DB	0.67
8	B	User thought that the decision is not binding	0.66
9	C	Difficulties to appoint DB with relevant expertise	0.64
10	V	Lack of dissemination about DB	0.64
11	J	Candidate for DB who have the engineering education background mostly have lack of knowledge on law and legal aspect	0.62
12	X	Employer need the the legal certainty	0.62
13	E	Hesitation to have earlier expenses before dispute occurred	0.62
14	D	Difficulties to appoint the Board in terms of language capability	0.62
15	L	Decision by the DB is not final, and mostly challenge to arbitration	0.58
16	Q	Independent DB member is hard to be found and the term of independency create difficulties to appoint the DB	0.58
17	M	For small scale and low cost project, both the employer and the contractor of the opinion that DB is not needed	0.58
18	T	Government policies	0.58
19	P	Decision by the arbitration also brought to court for judicial review	0.58
20	O	Money have been spent if there are no dispute	0.62
21	N	Based on Indonesian custom, the parties prefer negotiation or mutual understanding and/or agreement	0.58
22	K	The parties eager to solve the problem and reach the agreement by their own, not decided by third party	0.58
23	F	The difficulties to execute the decision of DB	0.56
24	G	No "legal shelter" or Law stating about DB	0.56
25	I	The Employer and the Contractor are more familiar with the arbitration	0.54
26	Z	Law is just launched in 2017	0.52

Fig 9. RII for the reluctance of employers in Indonesia to use ADR dispute boards (2020).

Number	Code	Variable	RII
1	A	Cost of DB considered expensive	0.80
2	R	Lack of trustable and respectable person to be appointed as DB	0.74
3	S	Doubtfulness on the impartiality of the person to be appointed as DB	0.72
4	E	Hesitation to have earlier expenses before dispute occurred	0.70
5	V	Lack of dissemination about DB	0.66
6	W	The problem which may occurred with National auditor	0.66
7	U	Lack of qualified Indonesian people to be appointed as DB	0.65
8	X	Lack of trained or certified Indonesian people to be appointed as DB	0.64
9	O	Money have been spent if there are no dispute	0.62
10	H	Lack of understanding the function of DB	0.62
11	Q	Independent DB member is hard to be found and the term of independency create difficulties to appoint the DB	0.62
12	B	User thought that the decision is not binding	0.58
13	C	Difficulties to appoint DB with relevant expertise	0.58
14	M	For small scale and low cost project, both the employer and the contractor of the opinion that DB is not needed	0.58
15	F	The difficulties to execute the decision of DB	0.58
16	J	Candidate for DB who have the engineering education background mostly have lack of knowledge on law and legal aspect	0.58
17	G	No "legal shelter" or Law stating about DB	0.56
18	I	The Employer and the Contractor are more familiar with the arbitration	0.52
19	L	Decision by the DB is not final, and mostly challenge to arbitration	0.50
20	Y	Difficult to find the DB candidate who have the construction contract knowledge	0.50
21	P	Decision by the arbitration also brought to court for judicial review	0.48
22	K	The parties eager to solve the problem and reach the agreement by their own, not decided by third party	0.46
23	N	Based on Indonesian custom, the parties prefer negotiation or mutual understanding and/or agreement	0.46
24	T	Government policies	0.46
25	D	Difficulties to appoint the Board in term of language capability	0.46
26	Z	Law is just launched in 2017	0.42

Fig 10. RII for contractor reluctance in Indonesia to use ADR dispute boards (2020).

The initial study's primary findings were people with a psychological bent (protection of faith and respect, problems of impartiality). The second group was based on money

(DBs being considered expensive, hesitation in having expenses before a dispute occurs). The third group was further developed (challenging to find DB candidates who have construction contract knowledge and problems that may have happened with the national auditor).

The environment has transformed for both 2017 and 2020 as a result of the recent court decision. Technical training, workshops, and conferences were provided to FIDIC contract users. Increasing the integrity of all building members is the most acceptable strategy to generate mutual trust and respect. As the study argues, the optimal strategy for using DS as a modified DB is to cover opposition to DB use based on best practices and Indonesian laws and cultures worldwide.

In support of his hypothesis, the author employed a DS as a modified DB as a prototype. The DS technique adheres to the highest international standards, such as DB, site visits, and hearing. Following Presidential Decree 192/2014, the national auditor will be entitled to audit each contract amendment, including additional expenses and time extensions. Simultaneously, the proposed strategy works by taking action, reducing the amount of time required. This amendment requires three parties to sign a declaration that the National Auditor will not make any professional decisions based on the DS advice that each party has examined and accepted.

In Indonesia DS, the effects of our commitment culture work remarkably well. As an auditor consultant, DS frequently has accounting expertise, which is helpful in the audit of construction contracts. The DS auditor is well-liked by all participants and stakeholders. DS comprises three prototype projects: an LNG port, steam plants, and toll roads. DS works as a freelance planner. The LNG terminal and the steam power plant were both approved. The Top Road project is ongoing and should be completed soon.

Conclusions and Suggestions

For the resolution of problems, legal clarity, cost, time, and the preservation of the relationship are essential. As revealed in this study, a dissatisfied complaint uses a previously first choice of dispute due to legal clarity to challenging the judicial review ruling. The following arbitration conditions have been met: (1) legal clarity, (2) costs, (3) schedule, and (4) final and binding result and trusteeship.

The latest study found that psychological, financial, and technological factors all played a role in hesitancy, which differed from the research conducted in 2017, which focused on legal, economic, and technical aspects. DB creates "legal shelters" and providing construction industry members with information about their philosophy and process. But when it comes to money, supply and demand rules apply. International organizations such as FIDIC and DRBF provide training and evaluation for international personnel to create DB specialists and provide guidance for newer project managers. Integrity could alleviate psychological issues by promoting well-respected and trustworthy individuals.

The author recommends utilizing a national auditor who performed post-audit work early in the project lifecycle to encourage the use of DBs, which have grown in popularity in recent years. Legislation and government regulations stipulate that DBs should be innovative by utilizing DB applications (SOEs). The above requirements are met, as well as the DS procedure being shortened.

Data Availability Statement

Information stored in an online repository can be retrieved via data preservation policies. Data on the Indonesian Supreme Court's website was utilized (<https://putusan3.mahkamahagung.go.id>)

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