

## ABSTRAK

### **PENOLAKAN PELAKSANAAN PUTUSAN ARBITRASE INTERNASIONAL DALAM SENGKETA ANTARA PT. ASTRO GROUP MELAWAN PT. AYUNDA PRIMA MITRA, PT. FIRST MEDIA, TBK DAN PT. DIRECT VISION**

Para pihak yang telah memilih lembaga arbitrase sebagai alternatif penyelesaian sengketa telah melahirkan kompetensi absolut arbitrase. Namun dalam kenyataannya masih terdapat salah satu pihak yang mengajukan gugatan ke Pengadilan. Hal ini menyebabkan putusan arbitrase yang dimintakan pengakuan dan pelaksanaannya di Indonesia menjadi ditolak dengan pertimbangan adanya proses peradilan yang sedang berlangsung.

Tujuan penulis mengadakan penelitian ini adalah untuk mengkaji dan menganalisis proses peradilan sebagai alasan penolakan pelaksanaan putusan SIAC dalam sengketa antara PT. Astro Group melawan PT. Ayunda Prima Mitra, PT. First Media, Tbk, dan PT. Direct Vision serta mengkaji kewenangan pengadilan terhadap sengketa yang didalam perjanjian antara para pihak terdapat klausula arbitrase.

Metode penelitian yang digunakan adalah metode pendekatan yuridis normatif, spesifikasi penelitian bersifat deskriptif analitis. Sumber data yang digunakan adalah data sekunder yang berasal dari bahan pustaka, dan ditambah dengan wawancara untuk memperkuat data sekunder.

Berdasarkan hasil penelitian pada kasus PT. Astro Group melawan PT. Ayunda Prima Mitra, PT. First Media, Tbk dan PT. Direct Vision, proses peradilan yang sedang berlangsung di pengadilan negeri Jakarta Selatan tidak dapat dijadikan alasan untuk menolak pelaksanaan putusan arbitrase internasional di Indonesia karena putusan arbitrase adalah putusan final dan *binding* sehingga dapat langsung dieksekusi. Putusan arbitrase SIAC tidak bertentangan dengan ketertiban umum karena putusan tersebut untuk menegaskan kembali apa yang telah di sepakati oleh para pihak dalam perjanjian mereka sehingga seharusnya putusan tersebut dapat di eksekusi atau di tangguhkan dahulu eksekusinya sampai proses peradilan di Indonesia telah selesai. Dengan berlakunya Undang-undang arbitrase dan alternatif penyelesaian sengketa Pasal 3 dan 11 ayat (2), maka hakim dapat menyatakan dirinya tidak berwenang mengadili sengketa yang didalam perjanjian para pihak terdapat klausula arbitrase.

**Kata Kunci: *Penolakan Putusan Arbitrase Internasional, Kompetensi Absolut Arbitrase.***

## ABSTRACT

### REFUSAL TO THE IMPLEMENTATION OF INTERNATIONAL ARBITRAGE VERDICT IN THE DISPUTE OF PT. ASTRO GROUP AGAINST PT. AYUNDA PRIMA MITRA, PT. FIRST MEDIA, TBK AND PT. DIRECT VISION

The parties choosing arbitration institution as an alternative dispute resolution have resulted in arbitration absolute competence. However, in fact, there was still of parties apply the lawsuit to the court. It leads to the refusal against arbitration verdict which is applied for its recognition and implementation considering ongoing judicial process.

The aims of the writer in this research were to study and analyze the judicial process as the reason of refusal to the implementation of SIAC verdict in the dispute of PT. Astro Group against PT. Ayunda Prima Mitra, PT. First Media, Tbk and PT. Direct Vision, and to study the court authority to the dispute of arbitration clauses included in the agreement among the parties.

The research method used was the method of normative juridical approach with the research specification of analytical descriptive. The sources of data used were secondary data from library study and interview to strengthen the secondary data.

Based on the research results to the case of PT. Astro Group against PT. Ayunda Prima Mitra, PT. First Media, Tbk and PT. Direct Vision, the ongoing judicial process in South Jakarta District Court can not be used as a reason to refuse the implementation of international arbitration verdict in Indonesia because the arbitration verdict is final and binding so that it can be directly execution. SIAC Arbitration verdict is not in contrary with public orderliness as the decision is to reconfirm what had been agreed by the parties in their agreement so that the decision should be executed or the execution is postponed until the judicial process in Indonesia has been completed. Concerning the application of arbitration law and alternative dispute resolution in article 3 and 11 paragraph (2), the judges can declare that they are not authorized to try a dispute of an agreement among parties with arbitration clauses in it.

**Keywords : *Refusal to international Arbitration Verdict, Arbitration Absolute Competence***