Preparation of Business Contracts in Accordance with the Law: Findings Alternative Dispute Resolution mechanisms

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Abstract
Globally business has increased multi-dimensionally which necessitates the presence of a law as a guideline to regulate business contracts as well as for dispute resolution. To be able to resolve the dispute, parties will choose the authorized institution, in resolving the dispute can be resolved through the litigation agency and also outside the litigation. The current study aimed at finding a solution to business disputes involving business contracts through laws that can act as good alternatives to business dispute resolution. This study used a descriptive and analytical research design. Normative legal research was the type of research method applied. Both primary and secondary data were used in this study to which included personal observations, legal archives, laws and regulations, and library documentation. Several legal theories related to contract and internal dispute resolutions, including arbitration and moving to tribunals, were also examined. Most legal data was obtained from various sources such as laws and regulations such as the Civil Code and Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. The study suggested using Alternative Dispute Resolution as one of the procedures for out-of-court settlement, consisting of mediation, negotiation, arbitration, conciliation and consultation.

Keywords Law, Business, Disputes, arbitration, negotiation, contract

Introduction
Business cannot be separated from the activities of production, sales, purchases, or exchanges of goods and services which involves people and companies (Purnaya, 2016). In general, all activities in a business aim to make a profit to carry out life and collect funds to be enough for the business or businessman. In narrower conditions, people in general more often connect business with companies and organizations that can produce and sell goods and services (Purnaya, 2016). Law is a system created by humans to limit human behavior so that adverse behavior can be monitored and legal certainty in society can be ensured (Amelia, 2021). Therefore,

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business law is very necessary for business to be run, so as not to violate the provisions of applicable laws and rules (Fuady,2019). A conflict is a situation in which two or more parties face differences of interests. A conflict will not develop into a dispute if the aggrieved party only harbors feelings of dissatisfaction or concern, but a conflict turns or develops into a dispute when the aggrieved party has expressed dissatisfaction either directly to the party considering the cause of the loss addressing its responsibility to the other party.

Covenants are integral aspect of the human life. Likewise, in the business world, cooperation of business people is usually stated in an agreement that later underlies as business cooperation. Such agreements in business world are usually carried out in writing, or what is called a contract. In international business, contracts have an important role which can be seen from the increasing number of cross-border trade transactions. Such trade transactions are usually set forth in a contract document. With the increasing number of forms of trade transactions, it has brought other consequences, where according to the development of trade transactions, different forms of international contracts have also developed. Since a contract is nothing but an agreement that gives birth to law, the law that governs this field also has the consequence of being originated and developed from the agreements of the parties (Hery,2020).

Contracts concluded in business relationships are not different from an agreement, that is, they are a bond which has legal repercussions. Since a contract is an agreement of parties that has binding legal consequences, it is the same definition as an agreement although the term contract is not necessarily an agreement because agreement is not exclusive as a term for an agreement in business. Contracts are also inherent parts of a business transaction, both in scale large and small, both domestic and international. The contractual function is very important in guaranteeing that all expectations formed from the promises of the parties can be carried out and fulfilled.

Professor Sudargo Gautama (1976) argues that international contract law is a national contract in which there are foreign elements, which has become a doctrine. If this field of contract law is essentially a national law, it does not affect only the business world, but it also interferes with the role of government. Gautama (1976) believed that the rights and obligations of the parties that are the basis for resolving their disputes in conflict of law are termed as choice of law and some use party autonomy. The term choice of law is more definitely than what it means party autonomy. The term party autonomy is often misunderstood in international business law, giving rise to thoughts in a direction that the term does not actually cover. The term autonomy contains the sense of determining for themselves the laws that should apply to them. Choice of law in the law of the treaty is the freedom given to the parties to choose for themselves the kind of law to be used in the agreement.

In modern times when discussing the business world, of course, there are many polemics circulating in society that cause a dispute and even cause disputes between the community. The existing disputes arise from various problems that usually arise because of differences of opinion or understanding that they adhere to. The dispute starts from a small problem because it is not quickly resolved, so the problem becomes big. This issue should be resolved quickly so that it does not become large. Business disputes, generally start with a default or breaking of

promises so that the other party feels aggrieved (Daeng, 2006). The current study aimed at finding a solution to business disputes involving business contracts through laws that can act as good alternatives to business dispute resolution.

Problem Statement

Each contract with a foreign party exposes various problems in practice. For this reason, rules that govern contracts need to be prepared. For example, in contracts made between Indonesian parties and foreign parties, there are often clauses about applicable laws for the contract concerned. If the contracts are drafted by a legal adviser of the companies concerned, then there will always be an article governing the law that must apply. It often happens in practice that although the contract has been drawn up in a manner as good as possible, but at the time of implementation it turns out that there are various obstacles or constraints that cause the content of the contract to be unenforceable. Such obstacles or constraints under certain conditions may occur due to several factors, which include: (1) the parties do not have the same understanding/will, resulting in one party imposing its will on the other party; (2) the parties come from two or several different places, resulting in different mindsets of the parties and causing differences in interpretation of the content of the contract which ultimately results in different executions; or (3) there are differences in the state legal system of each contracting party, so that the content of the contract cannot be executed due to restrictions under the laws of the state of one of the parties.

In the practice of international trade, there are often cases that question the laws of the country that will be used in the event of a dispute. The answer to this issue lies in the agreement of the parties concerned contained in the contract when they agree to contain a clause on the laws of the country to be used. If the parties designate arbitration in a particular country, this means that it is the courts of that country that have jurisdiction in handling the case. Another implication is that the parties also want a law from that country that will be used as the law that controls the contract. On the contrary, it may also happen that the parties do not clearly state their will about the laws of the country to be used in the contract in the event of a dispute.

Legally the parties do not have the ability to make their own laws for them. There is no authority to create laws for the contracting parties. They are only given the freedom to choose which laws they wish to apply to the contracts they make and are not given the authority to autonomously determine for themselves which laws should apply to them. The implementation of the choice of law in the conflict of law that gives the parties the right to determine the law applicable to their business. Judges of countries of the world respect the choice of law of the parties, but there are restrictions on them too through the application of the principle of public order, for example based on the national legislation of the country in question, in which case foreign laws cannot always have to be enforced by waiving national laws. This principle is based on the consideration that if the enactment of a foreign law may have the effect of a violation of the basic joints of the local law, then the foreign law can be set aside on the basis of "in the public interest" or "for the sake of public order". If the chosen law does not have a substantive relationship with the transaction and does not have sufficient grounds for the parties' choice of law, then the judge will determine which law applies.

Usually in international contracts there is a mention of the way of resolving disputes that occur, including about the choice of courts or other institutions that will resolve disputes and the laws of the country used in dispute resolution. If the content of the contract does not stipulate the choice of court or the choice of law used to complete the contract, then it is necessary to have a review / study of the aspects of international civil law. Many cases after the creation of contracts result in the emergence of legal issues related to trading activities. These legal issues usually exist from the time the parties begin negotiations until a trade agreement is reached, then continue to carry out the delivery of the traded objects (objects), the transfer of risks to the objects and / or property rights to the objects being traded, the safest payment methods and procedures for the seller, as well as the problem of default and compensation as a result of not implementing the agreement that has been reached.

Such obstacles can lead to disputes, mainly due to violations of the substance of international trade contracts (breaches of contracts). Disputes that occur due to a violation of the substance of the contract must certainly be resolved by the parties, either through the court or alternative dispute resolution options outside the court. In daily legal activities many deeds found laws relating to agreement or contract between two parties or more. Generally, they do agreements with the system open, which means that everyone free to enter into good agreements regulated as well as unregulated in in a statute, it is according to the criteria for the formation of contract where under Article 1338 subsection (1) of the Penal Code confirms that all agreements made validly applies as a law for they made it. Usually in a contract consisting of 6 (six) section, i.e. title of the agreement, preamble, parties to the agreement, recital, the content of the agreement, and the conclusion. From the six sections are several general clauses such as default, choice of law and choice of forum, domicile, force majeur, the multiplicity of which depends from the agreement of the parties.

A contract is inseparable from the principles that bound it. The principles in contracting absolutely must be fulfilled if the parties agree to bind self in doing legal deeds. Nevertheless, often encountered there are several contracts made without the basis of principles applicable in a contract. Such things happen because it is caused by a lack of understanding the parties against their condition and position. Therefore, questions arise when the companies follow the principles in fulfilling a contract/agreement. The current study makes an attempt to examine business disputes triggered by non-adherence to the principles of business contracts can be resolved through laws.

Literature Review

Law is a written and oral regulation created by humans or institutions that have authority in regulating human behavior, maintaining order, justice, preventing commotion and preparing sanctions against people who violate the law (Suharta, 2020). Applicable law in Indonesia is heavily influenced by systems foreign law, mainly the European law, also called German Roman law. Dutch legal channels have plugged in the pillars of binding law between the people and the ruler as well as with society. This legal system was first developed in the form of civil law or private law, that is, a law which regulated the relationships of fellow member community. Therefore, this German Roman law was more famous under the name of civil law legal system.

Burgerlijk Wetboek (BW), which was later translated by Prof. R. Subekti, SH and R. Tjitrosudibio, is now accepted as the Code of Law Civil (Penal Code). This concerns the law of agreements set out in Book III on the Engagement, where it regulates and contains the law of wealth concerning rights and obligations that applies to people or certain parties. Such an agreement is commonly known as a contract, regardless of the fulfillment of the conditions regarding the validity of an agreement/contract as stated in the Criminal Code Civil, as follows: (1) existence of an agreement of those who bind themselves; (2) existence of skills for making an engagement; (3) having a certain objective of agreement; and (4) should be a halal cause. With the fulfillment of these four conditions for the validity of the agreement, a treaty becomes valid and legally binding on the party who makes it. In daily legal activities, therefore, many laws are needed to regulate agreements or contracts between two parties or more.

Generally, agreements are made with the system open, which means that everyone is free to enter into good agreements regulated as well as unregulated under a statute. The agreement must however be according to the criteria for the formation of contract where under Article 1338 subsection (1) of the Penal Code confirms that all agreements made validly are applicable under the law for they were made. Before a business transaction takes place, usually the initial negotiations are carried out first. Negotiation is a process of trying to reach an agreement with the other party. Negotiation is also an instrument which bridges the various interests of businesspeople in formulating rights and his obligations. It is in this negotiation that the bargaining process takes place. The next stage is the creation of a memorandum of understanding. A Memorandum of understanding is a record or documenting the results of the initial negotiations in written form. The Memorandum of understanding is important as a handle for further use in further negotiations or as a basis for conducting feasibility studies. The point as a feasibility study is that after the party obtains a memorandum of understanding as a handle or initial guideline, it is then continued with the feasibility study stage (feasibility study, due diligent).

It is necessary to see the eligibility level and prospects of such business transactions from various points of view, for example economics, finance, marketing, engineering, environmental, socio-cultural and legal. Such a feasibility check is necessary to assess whether or not any follow-up transactions or negotiations are required. Such an agreement should contain a statement of indirect consent to another agreement either orally or in writing. This agreement should also be a valid binding contract on a material of an informal nature or loose terms, unless the statement is accompanied by or is the result of the consent or thought agreement of the parties that the parties desire to be binding.

The legal basis of the forum or body dispute resolution handles the dispute of the parties, if the deal was laid at the time when the contract is signed and not after the disputes arise. Usually, the negligence of the parties to determine this clause results in difficulties in settlement of dispute due to the presence of the vacancy of the choice of such forums. It becomes a compelling reason for every forum to declare itself authorized to examining a dispute. Business disputes that continue to be allowed and not immediately resolved will have a negative impact on many things. The negative impacts that will arise include inefficient development in a development; low productivity of the company; and an immobile and dormant business that does not develop (Jamilah, 2014).

Business disputes can be resolved through litigation (court) or non-litigation (out of court). In litigation institutions dispute resolutions are done by filing a civil lawsuit to the district court. In general, this procedure is often ignored by business practitioners, which is because the process is long, it tends to cost extra, it takes a long period of time, and decisions and resolutions are difficult to execute. This means that the final ruling issued in the District Court, can still be appealed in the High Court as well as a Judicial Review to the Supreme Court (Hariyani, et al.,2018). To be able to resolve a dispute, the parties are left entirely related to the choice of termination of the dispute, if the parties choose to resolve the dispute outside the court, it means that the settlement will be carried out in accordance with the wishes of each party and vice versa. If one of the parties does not want to resolve the dispute peacefully and commits coercion against the other party in resolving the dispute, the settlement is then not based on the will of both parties, but the existence of an element of coercion (Sembiring, 2011).

Research Method

This research used descriptive and analytical research design. Normative legal research was the type of research method applied in this research paper, which is realized by conducting research activities on legal materials and sources such as legal concepts and foundations. Legal foundations that are the embodiment of document studies, legal history, legal comparisons, articles, journals, books related to the problems to be conducted research, do not forget to apply laws and regulations.

The scope of the current study was a legal discipline, including subjects like Law, Business and International Trade, with regard to implementation of legal and business activities internationally. Hence, this study belonged to the category of legal research and library research of legal literature research was the major method of data collection. Qualitative research techniques were adopted to analyze the data. A systematical process was carried out to collect and analyze data in the presence of several objectives that were sought to be achieved as the understanding of this study.

Both primary and secondary data were used in this study to which included personal observations, legal archives, laws and regulations, and library documentation. Several legal theories related to contract and internal dispute resolutions, including arbitration and moving to tribunals, were also examined. Most legal data was obtained from various sources such as laws and regulations such as the Civil Code and Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

Results and Discussion

Business Preparation Through Contracts

International business transactions are generally based on contracts that have agreed upon by the parties. In the presence of such binding contract, there exists parties' confidence in expectations that is obtained from the execution of the contract. International Business is also a business where business activities consist of business transactions between parties originating from more than one country, also called international marketing as a business transaction carried out by companies in one country with other companies or individuals in other countries on the basis of mutual agreement. In order to meet the expectations of the parties

willing to use resources, contract law in Indonesia is the legal instrument in civil law. The contract law centralizes attention to the obligation to carry out one's own self-imposed obligation. It is also referred to as a part of the civil law caused for violation of obligations independences specified in the contract, purely being the business of the parties contracting.

A contract, in the most classic form, is viewed as an expression of human freedom to choose and enter into an agreement. The contract is a manifestation of freedom (freedom of contract) and free will to select (freedom of choice). Since the 19th century, a contract has undergone development and variety of important shifts. Such a shift is caused by first, the growth of standard forms of contract; second, the diminished meaning of freedom of choice and the will of the parties, due to widespread government interference in the lives of the people; and third, the entry of consumers as parties in the contract. These three factors relate to each other. However, the principle of freedom of contract and the freedom to choose remains viewed as the basic principle of formation contract.

International business contracts are legal relationship basis and common guidelines for businesses of different countries within carrying out business cooperation or transactions international business. When discussing contracts in the world of business law, of course, it cannot be if it does not discuss international contract law. The doctrine of international contract law identifies three main principles regarding the choice of law in international contract law, namely: first, the principle of freedom of the parties; second, bona fide principles; and third, the principle of real connection. In addition to these three principles, there is also the principle of separability of the choice of law clause and the principle of choice of law according to ILA (The Institute of International Law), the explanation of each of which is as follows:

(i) The principle of freedom of the parties

In determining the law that will apply to an international contract, the prevailing principle is the agreement of the parties which is based on the freedom of the parties in making agreements or agreements (party autonomy). It is the agreement of the parties to apply the law that will apply to this contract.

(ii) bona fide principles

The bona fide principle means that the choice of law is based on good faith. No standard can be used to measure when an action of choice of law is in good or bad faith. The standard that may be used is public order. The point is, whether the choice of law of those parties will be reflected into good or bad faith it can be seen from the presence or absence of the parties' 'bad faith'. This choice of law based on bona fide principles carries binding consequences. Therefore, the choice of law must be based on the good faith of both parties. What has been mutually agreed upon is binding hence hinting at the parties to respect it.

(iii) the principle of real connection.

The prevailing doctrine of this principle is that the choice of law that has been agreed upon by the parties must have a relationship or relationship with the parties

or a contract. The United States law uses the term "a reasonable relation". The connotation is the same. i.e. that the chosen law must have a more reasonable (proper) relationship with the parties or the transaction.

(iv) Principle of Separability of Choice of Laws Clauses

Another principle that is actually still controversial among scholars is whether the principle of Separability applies to the choice of law. The principle of the Separability or separation of a choice of law clause with its entirety contract is that the choice of law clause is separate in nature from the entirety of the contract itself. This principle is one of the legal fictions as it is known in arbitration law. The nature of the choice of law clause here is not additional. However, as in the case of arbitration clauses, the effectiveness of these clauses largely depends on whether or not they are effective. For example, the freedom of the parties to choose the applicable law is subject to certain requirements.

(v) Principles of Choice of Law According to ILA (Institute of International Law)

The Institute of International Law (ILA), in 1991, once asserted that if a contract is invalid according to the law chosen by the parties, the choice of law does not have any legal force. One of the institutions that pays considerable attention to this principle of choice of law is only the ILA. In its resolution issued in the city of Basel, 1991 entitled "The Autonomy of the Parties in International Contracts Between Private Persons of Entities, the ILA adopted 14 legal principles related to the principles of choice of Law.

The business people who are active in international business cooperation or business transactions must fully understand the intricacies of contract law international business. International business transactions are private law studies, where in law private, legal provides wider opportunities for each party to make, promise and implement clauses they make. The principles of law regulated in international business transactions refer to legal principles of agreements/contracts internationally agreed upon by the parties, and international trade conventions (international trade convention). The principles of international business law that can be seen from enforceability/ source of contract law international,

Huala Adolf (2008) in her book explains 7 (seven) types of laws that can be the source of international law contracts, namely: National Law, Contract Documents, Habits in the field related international trade with a contract, General legal principles regarding contract, Court decisions, Doctrines, and International agreements on contract. From these seven sources, it can be explained that international business contracts belong to the realm of law, and that they apply the legal principles of freedom of contract and the principle of sovereignty, but still having to heed some other sources of international contract law.

Basically, a contract is a term that is the same as an agreement, which is an agreement formed in writing, besides that the agreement can also be created orally (Sukandar, 2017). The relationship between the covenant and the alliance is the agreement that gives birth to an alliance. Thus, the agreement that has been done is derived from the alliance (Diputra, 2018). Contracts when made in written form can be memos, certificates, or receipts. Because of contractual relationships created by

both parties or more with potentially conflicting needs, to minimize it, the terms in the contract are usually controlled and supplemented by a law. The control of the limits aims so that the parties who undergo the contract that can be protected and to formulate a special relationship between them, such as there are provisions that are vague, blending meanings, or less than perfect (Daeng, 2006).

Contracts and agreements are nothing but the same, in the form of binding agreements. It has been mentioned in Article 1233 of the Civil Code that each engagement originates from wither an Agreement or a Law. In Indonesian law, Burgerlijk Wetboek (BW), it is stated that the contract is referred to as an overeenkomst or an agreement, however, understanding of agreement is broader than that of a contract. It is because the contract refers to a thought of the existence of commercial profits obtained by each party, while both parties do not necessarily benefit commercially from an agreement (Daeng, 2006).

Article 1313 of the Indonesian Civil Code is one of the causes of agreements and contracts are sometimes often distinguished. The source of contracts in a business realization is divided into two main aspects, namely: (1) The aspect of the contract (agreement) which is the main legal root where the parties are subjected to a contract that has obtained mutual agreement; and (2) the aspect of freedom of contracting, in which the parties are given freedom to outline the contents of the contract that have been agreed upon by them (Saliman, 2005). Moreover, an agreement or contract is not created only by agreement, but also obliged to fulfill the legal requirements of an agreement according to the provisions of the law, as stated in Article 1320 of the Civil Code. Thus, it is said that the rule of law cannot be ignored by any agreement of any form and where the agreement is created by relying solely on an agreement based on the principle of freedom of contract (Safitri, 2020).

The principle of freedom of contracting, being the root of the development of a treaty law, is not only realized in Indonesia, but also at the regional and international levels. The individual freedom of contract is a fundamental basis, in the development of self-development on personal and social activities in society, so freedom of contract according to experts is a part of human rights that must be respected. Everyone can make and not even make a covenant because this is based on the principle of freedom of contracting. The parties who already have an agreement in giving birth to an agreement, are given the freedom to determine what will and will not be contained in the agreement. In this case, the agreement that has been reached by the parties is binding like the Law. With the application of this principle, the submission of an important position to the enactment of the consensual principle, indicates the proportion to relevance, the proportion in the distribution of risk management, and the proportion in the bargaining position (Safitri, 2020).

In its progress. the realization of a law is based on pseudo-agreements by parties. In the end, this principle comes as a new archetype in a business contract law that tends to be of unlimited breadth, where the dominant party can intimidate the will against the weak small party, thus the hope of freedom of contract that initially provides proportion in some respects such as law, balance of interests and proportions in bargaining position, as well as being a suppressive tool against the weak party (Safitri, 2020). The principle of freedom of contract is stipulated in Article 1338 (3) which gives a clear picture of the intention of the parties. Good

intention is required in order for a business contract to run well without any problems. Hence, during the process of making and preparing a business contract, it is expected that there is a mature initial process, which begins when starting to carry out negotiation preparations. In drafting a business contract there are several things in it that include various stages starting from the planning stage to the implementation which is finally stated in the contents of the contract (Diputra, 2018). With regard to the enactment of good intention when making a contract, if in the future there are problems that will cause imbalance or violate the sense of justice, then there will be intervention from the judge. The application of good intention is therefore required to the level of making (signing) and the stage of realization and design of the contract.

Moreover, there are alternative settlements without the need to go through the court institution in other words can be done without the intermediary of a judge, if the settlement is carried out by deliberation or through the arbitral body, so that the settlement step will not drag on ((Diputra, 2018). Agreement from the parties is needed in the stage of making implementation and planning on a contract, then after completion at this stage, it will continue at the next stage, namely the negotiation stage, after the negotiation stage is successfully reached, and then it will be continued by the signatory of the contract. If all stages have been passed, then the business contract can be carried out in accordance with the agreement made earlier.

There are several things that need to be included in making an agreement in a contract (Diputra, 2018), namely: (i) Legal standing of the contracting parties; (ii) The thing that gives birth to the object in the contract; (iii) The period of time when the contract expires; (iv) Provisions on default or violation for those who do not perform in accordance with the capacity in the contract; (v) Provisions on overmatch; (vi) The process of resolving if there is a dispute; and (vii) signature of all the parties involved.

Business Disputes and Their Resolutions

A jurisdiction power is a long arm concept common in a legal system (or Common Law). With this concept, a court may state its authority to accept any disputes brought before it despite the relationship between the courts and the dispute may be very meagre. In addition to the court forum, parties may also submit the dispute to alternative means of dispute resolution, commonly known as ADR (Alternative Dispute Resolution) or APS (Alternative Settlement) Disputes). Alternative settings here can be in the form of alternative means besides the courts. It could also mean an alternative solution through various alternative dispute solution mechanisms that parties may use, including alternative settlements through court. Such alternative mechanisms are usually included in laws or the law itself can recommend to adopt alternative mechanism for body dispute resolution.

Such mechanisms are particularly useful in international trade where frequent emergence of cases often question about the applicability of the law of which country should be used in the event of a conflict. The answer to this problem lies in the agreement of the parties to adopt an alternative dispute resolution mechanism in accordance with the clauses contained in the contract and in accordance with the law of the country. Generally, trade disputes are frequent preceded by a settlement

by negotiation. Whenever this method of completion fails or does not succeed, other ways are taken such as a settlement through the courts or arbitrage. The issue of choice of law that will be enforced or applied is one of the issues that are important in an international trade contract.

Alternative dispute resolution (ADR) or alternative dispute resolution (APS) are dispute resolution efforts outside litigation (non-litigation). In ADR/APS there are several forms of settlement dispute, according to Angesti et al (2014), such as consultation; negotiations; mediation; conciliation; arbitration; good offices; mini trial; summary jury trial; rent a judge; and med arb. Regarding what law to choose and enforce against the contract, it depends entirely on the parties to agree. There are various laws that the parties can choose including (i) national laws of a country, in particular the law national of one of the parties; (ii) law habits; (iii) international agreements; and (iv) international law. The choice of a national law determines which laws will apply to determine whether or not it is valid contract and how it should be interpreted. The law habits clause is found in Article 1347 of the Civil Code which explains that "Things that according to habit are forever promised, are considered tacitly included in the agreement, although not unequivocally stated." The parties therefore are free to choose the customary law as the law of the will applies to the contract.

The International Agreements or treaties are usually limited to a condition, that is, whether the state of the parties to the contract is a member of or bound by a convention or such international agreements, as laid down in United Nations Convention on Contracts for the International Sale of Goods (CISG) of 1980. In Indonesia, international agreements are regulated and subject to Law Number 24 of 2000 on International Treaties. In Article 1 Subsection (1) of the act. Covenant International is defined as follows: "An International Treaty is a treaty, in a specific form and name, which is set in international law made in written and give rise to rights and obligations in the field of public law." International treaties can be bilateral agreements in force between the two country. Bilateral agreements like this directly influential or indirectly direct, i.e. can be an agreement in field of navigation, trading or companionship.

Lastly, International Law is used as an alternative to contracts that in which the state is one of the parties. One problem which is widely encountered is that international law regulates relationships of cross-border nature in the field of public law, not civil. We can see an example of a case that occurred between United States oil companies Texaco with the Libyan government, i.e. Texaco vs Libya dispute (Texaco Overseas Petroleum Co. and California Arabic Oil Co. vs. Libya, 1977). In this dispute, the role of international law as lex causae (legal basis) was raised. In this dispute, Libya nationalized all its assets, property as well the US corporate rights in concession contracts. In the contract, it appeared that it was the Libyan law that will be applied to concession contracts; but the Libyan law had a limited power validity, that is, it could not go by the length of the equally regulated principles of international law.

Article 1 Paragraph 10 of Law Number 30 of 1999 concerns the Arbitration and Alternative Dispute Resolution Options. The Article suggests five broad methods for alternative dispute resolution namely: Consultation, Negotiation, , Conciliation, Mediation and Arbitration.

(i) Consultation

Consultation has an individual nature, namely between the client and the consultant, where the consultant submits his thoughts to the client in accordance with the portion desired by his client. In Law Number 30 of 1999, there is no formulation or an explanation of the meaning of consultation. However, the meaning of the consultation can be found in Black's Law Dictionary, which explains that consultation is an "act of consulting or conferring: e.g. patient with doctor, client with lawyer. Deliberation of persons on some subject." From the formulation given by Black's Law Dictionary, it can be understood that in principle consultation is an act of a nature interpersonal, in which one party interacts with the other party, such as between the client and lawyers (legal consultants), to discuss a particular issue.

After the consultation is carried out, there will be several possibilities that can occur related to the way out (solution) to the dispute such as: first, the consulting party follows the direction of the solution that formulated by the consultant; or secondly, the consulting party formulates the solution itself, but taking into account the input (opinion) of the party Consultant. Judging from those possibilities, it can be known that in fact this consultation mechanism, although interpersonal in nature, is more towards relationships that are not mandatory in nature. In the end, the decision of what path (solution) to take is left entirely to the parties who consulted. Moreover, if connected with the context of business dispute resolution, the issues discussed relate to disputes arising in or relating to business activities, such as default disputes in business.

(ii) Negotiations

Some of the definitions of negotiations that can be given are: Negotiation is a form of meeting between two parties: our side and the opposing side in which both parties jointly seek a good outcome, in the interests of both parties; It is a process that involves a person's efforts to change (or not change) the attitudes and behaviors of others; and It is a process of reaching an agreement that concerns the mutual interests of certain parties with attitudes, points of view, and interests that differ from one another. The patterns of Behavior in Negotiations include: moving against (pushing): explaining, judging, challenging, disapproving, showing the weakness of the other part; moving with (pulling): paying attention, proposing ideas, approving, generating motivation, developing interactions; moving away (withdrawing): avoiding confrontation, retracting the content of the conversation, staying silent, not responding to questions; and not moving (letting be): observe, pay attention, focus attention on "here and now", go with the flow, be flexible, adapt to the situation.

It is also essential to discuss skills in conducting negotiations, including: being able to empathize and take events as the other party observes them; being able to show the benefits of the other party's proposal so that the parties involved in the negotiations are willing to change their stance; being able to cope with stress and adjust to uncertain situations and demands beyond calculation; being able to express ideas in such a way that the other party will fully understand the ideas proposed; and quickly understand the other party's cultural background and try to adjust to the other party's wishes to reduce constraints.

In negotiations, it is possible that each party has an agenda, often which is hidden. The hidden agenda is a hidden idea/covert intention that is not expressed (not explicit) but is in fact the thing that the party concerned actually wants to achieve. In negotiations each party has own work style, where negotiations carried out by a person are greatly influenced by his work style. A person's negotiating success is supported by his carefulness in understanding the work style and cultural background of the other party. The concept of hidden agenda is linked with the information and lobbying Functions in negotiations. Information plays a very important role. Parties who have more information are usually in a more advantageous position. The impact of the agreed upon idea and to be offered should be considered first. If the negotiation process is hampered due to the existence of a hidden agenda of one / both parties, then lobbying can be chosen to unearth the existing agenda so that negotiations can proceed again with a more open idea. Negotiation can therefore be a means to resolve disputes of the parties, without the interference of third parties as intermediaries, so that all procedures and mechanisms are fully controlled by parties in taking agreement in the dispute.

(iii) Conciliation

Unlike negotiations, in this conciliation, third parties are known as conciliators who are more enthusiastic, and take the initiative in compiling and formulating the stages of settlement and proposed to the parties to the dispute. Conciliation is similar to mediation, which is also a dispute resolution process in the form of negotiations to solve problems through neutral and impartial outsiders who will work with the parties to the dispute to help find a solution in resolving the dispute satisfactorily to both parties. Such a neutral third party works with conciliators because between mediation and conciliation there are many similarities, in practice the two terms are often mixed up. Conciliation is a dispute resolution process involving third parties formally (on formal legal footing) and institutionalized, can be compared with the Questionnaire Commission/Examiner and arbitration, but not the same.

If mediation stands for negotiation, then the Questionnaire / Examiner Commission whose job is to find facts, the results of fact checks may be important for conciliation, but it is not binding on the parties to the dispute. Thus, conciliation is a way of dispute resolution in which the parties agree to submit their dispute resolution to the Commission either permanently or ad hoc, where the task of conciliation is to study the causes of the dispute and try to formulate a settlement impartially as it is requested by the parties.

Conciliation is a settlement in which the parties actively seek to seek settlement with the help of a third party. Conciliation is necessary if the parties the disputant is incapable of resolving his own disputes. It is cause the term conciliation is often interpreted the same as mediation, whereas dispute resolution by conciliation refers more to the way of settlement disputes through consensus between the parties, while the third party is only act neutrally, play an active or inactive role. The definition of conciliation put forward by the Institute of International Law in 1961: "A method for the settlement of international disputes of any nature according to which a Commission set up by the Parties, either on a permanent basis or an ad hoc basis to deal with a dispute, proceeds to the impartial examination of the dispute

and attempts to define the terms of a settlement susceptible of being accepted by them or of affording the Parties, with a view to its settlement, such aid as they may have requested."

(iv) Mediation

Mediation is the process of resolving a dispute through a process of negotiation or consensus of the parties assisted by a mediator who does not have the authority to decide or force a settlement. The main feature of the mediation process is negotiations whose essence is the same as the process of deliberation or consensus. In accordance with the nature of negotiations or deliberations or consensus, there should be no compulsion to accept or reject any idea or settlement during the mediation process. Everything must obtain the consent of the parties. In terms of mediation is the resolution of disputes without the intervention of third parties or mediators, of which the mediator is independent and intermediate. Mediators only distribute assistance in the form of alternative settlements that are then applied personally by the parties.

There are a few procedure for mediation such as : (i) After the case has been registered and then numbered, and a panel of judges has been appointed by the chairman, the panel of judges makes a determination for the mediator to be carried out mediation; (ii) Once the parties are present, the tribunal submits the determination of mediation to the mediator and the litigants; (iii) Furthermore, the mediator can suggest to the litigants that the case should end with a peaceful path by trying to reduce the losses of each litigant; (iv) the mediator in charge must resolve the dispute successfully in 21 calendar days, otherwise on the 22nd day, the case must be submitted back to the tribunal granting the determination.

If there is a word of agreement to make peace, the determination of peace is still made by the assembly. The party who mediates in the mediation process, it is called the Mediator. The appointment of a third party as a mediator may occur because of (i) own will (running for office); (ii) being appointed by the ruler (for example the representatives of the parties to the dispute); or (iii) requested by both parties. A mediator is a neutral party who assists the parties in the negotiation process to find various possible dispute resolutions without resorting to means of deciding or imposing a settlement. The main duties of the mediator include creating forums, such as inviting meetings and others; collecting and sharing information; solving problems; and proposing a decision/solution (if no solution has been found).

A dispute resolution through mediation is different from settlement by court or arbitration, as the mediator does not have the authority to decide disputes between the parties. In this case, the parties (the disputants) can appeal to the mediator only to help them resolve the issues between them. What is clear is that the mediator is not a judge who has the right to determine which party is wrong and which party is right, but only plays the role of a facilitator. Many parties state that mediation is not always appropriate to apply to any type of dispute. Mediation is therefore needed if a dispute contains conditions, including: (i) the parties have comparable bargaining power; (ii) the parties pay attention to the future relationship; (iii) there are many issues that allow for exchanges to occur; (iv) there is an urgency or time limit to

complete it (v) the parties did not have long-lasting and deep hostilities; (v) if the parties have supporters or followers, they do not have a lot of expectations, but it can be controlled; (vi) setting a precedent or defending a right is no more important rather than an urgent issue; and (vii) if the parties are in litigation, the interests of the perpetrator others, such as lawyers and guarantors, will not be needed better compared to mediation.

(v) Arbitration

Unlike other alternatives, the characteristics of arbitration are almost the same as that of the adjudicative. In the case of arbitration, the dispute is resolved by an arbitrator and the award is final and binding. Arbitration comes from the word arbitrare (Latin) which means the power to get things done according to wisdom. Arbitration according to Subekti (1977) is the settlement or termination of a dispute by a judge or judges which is based on the agreement that they will submit to or obey the decision given by the judge they choose or appoint. Herniati and Hartini (2019) believe that the existence of arbitration in Indonesia has been known since the second world war, but it is still rarely used by the public because, besides being poorly understood, its benefits are still doubtful.

Arbitration is another form of private adjudication proceedings. Settlement by arbitration is generally chosen for contractual disputes, whether of a simple nature or complex. If this arbitration is to be detailed, it can be classified into three types: Quality arbitration, which concerns contractual issues (question of fact) which by itself requires qualified arbitrators high technicality; Technical arbitration, which does not concern factual issues, as is the case with problems arising in the preparation of the document (construction of document) or application of the terms of the contract; and Mixed arbitration, applicable for disputes both on factual issues and law (question of fact and law).

In recent times, businesses in disputes tend to prefer hammering settlements rather than going through the courts for several reasons: first and foremost, is that arbitration is faster than litigation; second, arbitration is less formal and less difficult to procedure than litigation; third, persons serving as arbitrators may be selected by the parties, so they tend to be more knowledgeable about religious and technical matters than the judges of the courts; fourth, arbitrators and the rules in which they operate may be chosen by the parties, so that arbitral proceedings are likely to be considered fairer by both parties; fifth, unlike litigation, an arbitration may be conducted privately, without the publication and dissemination of confidential information; sixth, the language of the proceedings, the laws enacted in the arbitration and the place of arbitration, may all be chosen by the parties; and lastly, arbitration decisions can be executed by courts in many countries, usually easier than executing the judgment of a district court.

Arbitration is thus one of the methods of dispute resolution. The dispute may occur from various reasons like (i) differences in interpretation (disputes) regarding the implementation of the agreement are in the form of contraversion of opinion (controversy), misunderstanding or disagreement; (ii) breach of contract, including scenarios whether or not a contract is valid; whether it is terminated; and whether claims are made regarding damages for default or tort.

In addition to the classification of the aforementioned forms of dispute resolution, there are 2 (two) other forms of Alternative Dispute Resolution that are similar to arbitrations, including Mini-trial and Med-arb. The Mini-trial form in Indonesian can be translated as mini-judiciary, which is useful for the company in question in resolving disputes of a large nature. Parties to the dispute holding and shaping the ways in which the hearing is conducted, while the expert the law puts its legal arguments to a panel that specifically in the framework of this mini-trial, the membership of which consists of bona fide executives of the disputing party, as well as known by someone who is neutral. The second mechanism, Med-arb, is a combination of mediation and arbitration forms. In this form, a neutral person is authorized to hold mediation, nevertheless, he still has no authority to decide on any issues that can be resolved by the parties.

Alternative Dispute Resolution or ADR is hence a popular resolution mechanism of dispute settlement outside the court based on the agreement of the parties. ADR is the cheapest, easiest, and fastest and closed way when compared to arbitration through a court when the parties to the dispute are in good faith. This method also closes the possibility of this dispute being known to outsiders. ADR should take place with the consent of both the parties, it should be free with no element of coercion by one party to the other. However, the agreement that has been reached by them in this case must be adhered to as a form of agreement (Herniati & Hartini, 2019).

The ADR has a number of benefits, including a quick settlement procedure, in which case the parties may negotiate in relation to the terms of use because the alternative dispute resolution is informal. This is done to avoid delays and speed up the settlement procedure, and if the dispute causes problems in the future, then the party will take advantage of a cooperative form of problem solving. Secondly, decisions through ADR are non-judicial, the authority in making a decision is maintained by the parties involved in this matter, rather than represented by decision makers from third parties. Third, control is in the hands of managers who are more understanding of the needs of the organization, in this case the decisions in people who have a good position are placed by the ADR to provide a prolonged interpretation of goals and in a short time an organization follows with positive and negative impacts of each choice in solving certain problems. Fourth, the ADR process is voluntary, which means the parties here choose the ADR procedure in resolving disputes because they believe that arbitration can provide a good resolution. Fifth, confidential procedures, in which case the decision of alternative dispute resolution is confidential, so that the parties can review existing dispute resolution preferences and their rights to present cases to the court at the next opportunity will be protected without having to have the fear that the data provided will be leaked or may strike back at them. Sixth, it saves time, in this case the alternative dispute resolution provides an offer of opportunity to be able to resolve the dispute better, without having to wait for a long litigation time even years. Finally, it cost-effective, as it does not cost extra like in a court, where the fee is determined by the amount of time and the usefulness of third parties and that of the legal advocates (Herniati & Hartini, 2019).

Conclusion

Owing to business activities with hundreds of transactions every day, it is impossible to avoid disputes (differences) between the parties involved. Every type of dispute that occurs always demands a quick resolution. The more and wider the trading activities, the higher the frequency of disputes, this means that it is very likely that more disputes will have to be resolved. Conventionally, dispute resolution is usually done by litigation or dispute resolution before the courts. In such circumstances, the position of the parties to the dispute is very antagonistic (opposite to each other) The settlement of business disputes model is not recommended. Currently, arbitration is still considered the only one that is most appropriate for resolving international transaction disputes. We have not yet found a judiciary that can examine international commercial disputes. There are concerns and reluctances of international businessmen who dispute against national businessmen because of concerns that their judges will take sides. Therefore, we often see that in international trade agreements, always choose a foreign legal forum. Even if it is finally pursued, the settlement is solely as a last resort (ultimatum remedium) after other alternatives are judged to be fruitless.

Most businesses are carried on based on business agreements between two or more parties. In order to avoid the risk of business losses, a law is needed, hence law and business cannot be separated. The agreement is made based on the agreement between them, but not only the agreement of the parties is also obliged to fulfill the legal requirements of an agreement according to the provisions of the law, as stated in Article 1320 of the Civil Code. In order for a business contract to run properly without any problems, then during the process of making and preparing a business contract, it is expected that there is a mature prefix process, which begins when starting to carryout negotiation planning. The agreement of the parties is needed in the planning process until the signing of the contract.

But no matter how smooth the contract is made, of course in the future there will always be disputes. This dispute cannot be allowed to continue for long, thus the parties will decide to resolve the dispute. Termination of disputes can be done in court and outside the court. Sometimes the parties prefer to end the dispute outside the court, because the relatively cheap cost, short time, it has a win-win solution so that there is no hostility and friendship remains well established. Alternatives to out-of-court dispute resolution consist of consultation, negotiation, consultation, mediation, and arbitration.

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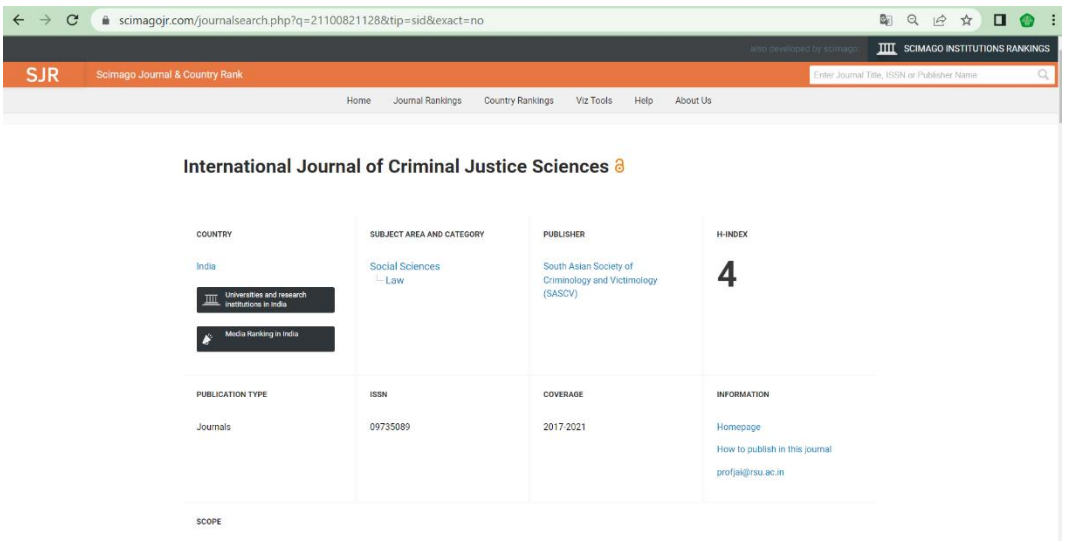

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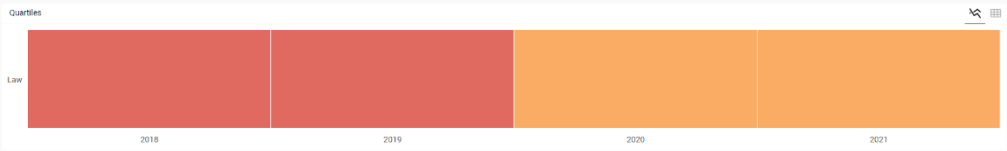

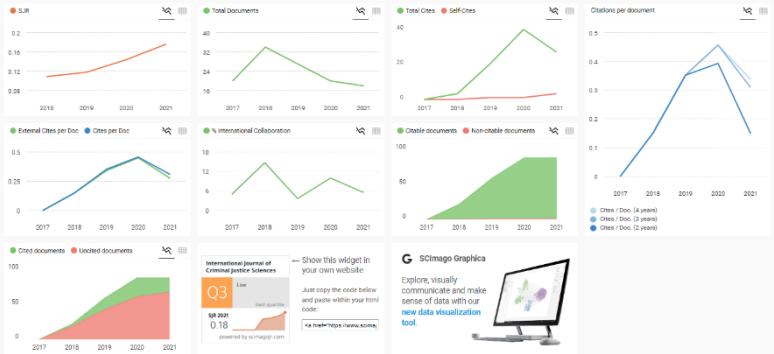

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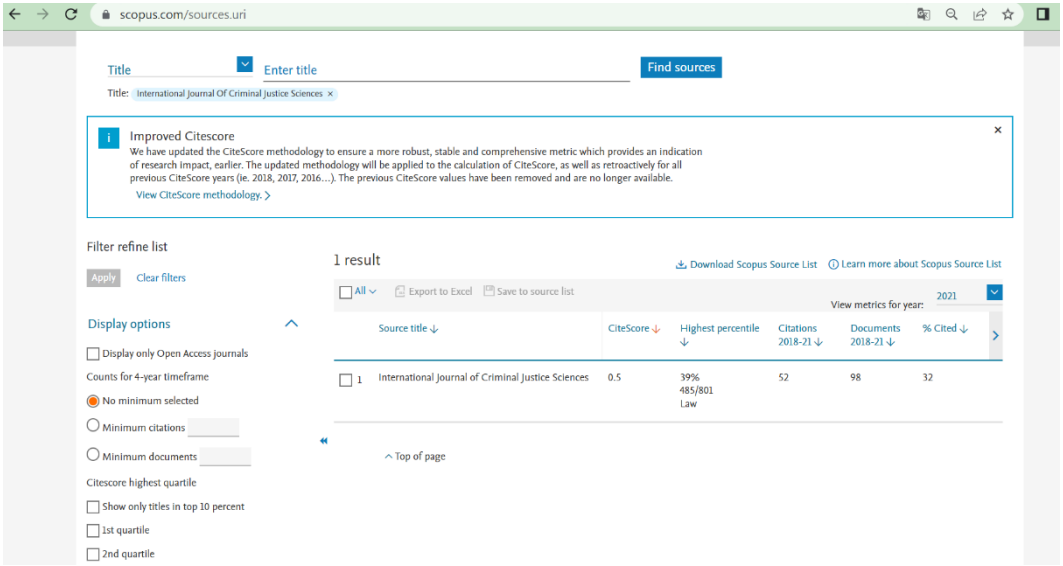

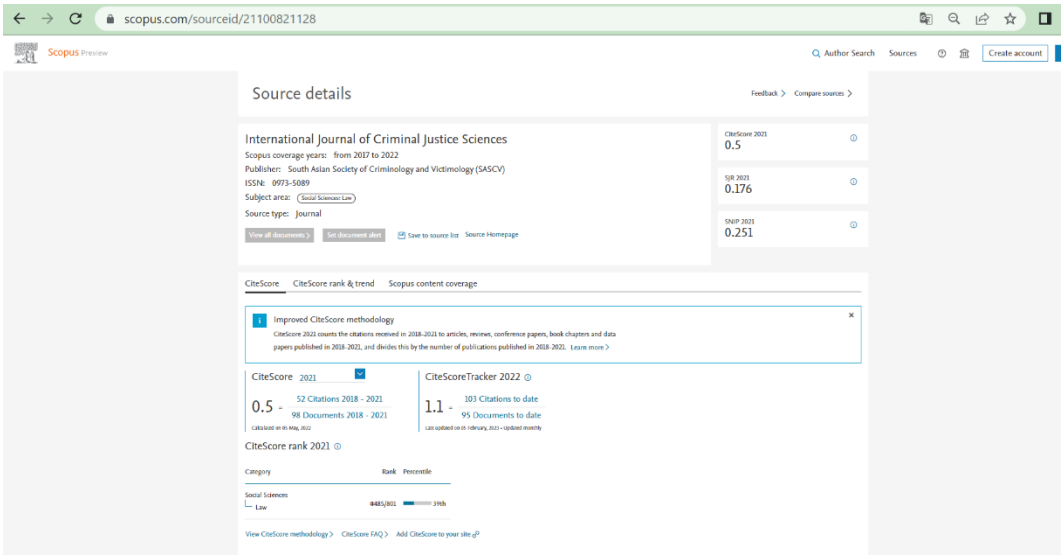

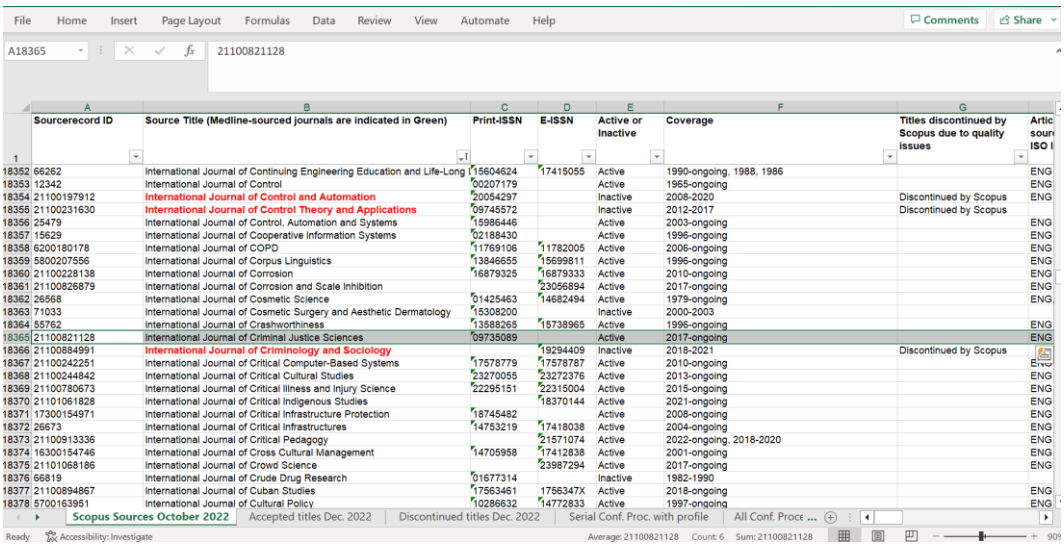

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Ariawan
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Author(s): Ariawan
Corresponding Author: Ariawan
Affiliation of Corresponding Author: Universitas Tarumanagara, Jakarta, Indonesia
Date of Manuscript Submission: 15-Jan-2022 (UTC)

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Our decision is: Revisions Required

Please revise your manuscript based on reviewers' comments and suggestions accordingly and resubmit your revised manuscript no later than one month.
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Reviewer- A

Decision: Major revisions required

The current study used a descriptive and analytical research design to find a solution to business disputes involving business contracts through laws that can act as good alternatives to business dispute resolution. The authors successfully presented the underlying phenomenon. Here are some more suggestions.

1) In the introduction, there is a need to elaborate on business relationships and agreements in detail. Also, discuss the polemics circulating in society about the business world. There are statements that need source/ reference information. For instance, such trade transactions…… developed from the agreements of the parties
2) Write in detail the problem statement of the study and also explain the obstacles and characteristics of laws and regulations available regarding business transactions in Indonesia. Explain the Criminal Code Civil in detail.
3) Research methods are well written and expressed, adding considerable value to the existing body of literature establishing on normative and judicial approaches.

4) It is better to write the results and discussions in subheadings forms starting from business preparation through contracts followed by the principles of freedom of the parties. Likewise, it is beneficial to discuss the business disputes and their resolutions in the discussion and results section.
5) Similar to consultation and negotiations, authors must also separately discuss the conciliation and mediation for a better understanding of the details
6) There are several grammatical mistakes which authors must overcome doing enhance the quality of the manuscript and improve its readability.

Reviewer -B

Decision: Major revisions required

a. The current study adds value to the existing literature by presenting the significance of laws and regulations in engaging business contracts. The authors should explain the different activities in the form of production, sales, purchase, and exchange of goods and services involved in business transactions. However, the introduction lacks the coherence of presenting ideas by the authors. They should have to start in a consolidated form by explaining the significance of the business contract and then highlighting the laws and regulations to be followed for such transactions.
b. The problem statement of the study is not clear; therefore, authors should separately discuss it with the aim of conducting this search along with its significance in the business world in light of laws and regulations.
c. The authors well explained the principles of real connection; however, bonafide principles have been paid less attention which needs to be elaborated on by the authors in detail.
d. There's also a need to explain the similar nature of the agreements and contracts by the authors in light of article 1233 of the Civil Code. Simultaneously, article 1313 of the Indonesian civil court explaining the agreements among the business dealers needs to be discussed by the authors
e. Discuss how several possibilities emerge after the consultation is carried out to find out the solutions of various disputes in different business matters among defendants and consulting parties.
f. What is alternative dispute resolution explained in light of laws and regulations for dispute settlements?
g. The authors should also add a separate conclusion section explaining the aim gap and major findings of the study so that the readers may have a consolidated idea of the whole research based on laws and regulations in Indonesia.

Gmail **Ariawan <ariawang@fh.untar.ac.id>**

[IJCJS] Acknowledgment of a manuscript revision submission

1 message

IJCJS <no-reply@manuscriptlink.com> Thu, Mar 31, 2022, at 09:34 AM
To: Ariawan <ariawang@fh.untar.ac.id>

Dear Dr. Ariawan,

Thank you for submitting the following manuscript revision to the *International Journal of Criminal Justice Sciences*.

Track: Regular Track
Preparation of Business Contracts in Accordance with the Law: Findings Alternative Dispute Resolution mechanisms
Author(s): Ariawan
Corresponding Author: Ariawan
Affiliation of Corresponding Author: Universitas Tarumanagara, Jakarta, Indonesia
Date of Manuscript Submission: 15-Jan-2022 (UTC)
The manuscript ID: IJCJS-496-2022

We have confirmed and forwarded your revision submission for reviewing process. Further progress on your submission can be checked through the following online system.

* Online System URL: https://www.manuscriptlink.com/journals/ijcjs

If you have any question regarding your submission, please contact the journal editor-in-chief.

Best regards,

Journal Editor-in-Chief
International Journal of Criminal Justice Sciences
Homepage: https://www.ijcjs.com

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Response to reviewer for first revision

Response to Reviewer-A

No.	Reviewer's Comment	Response
	The current study used a descriptive and analytical research design to find a solution to business disputes involving business contracts through laws that can act as good alternatives to business dispute resolution. The authors successfully presented the underlying phenomenon. Here are some more suggestions.	Thanks very much, dear reviewer, for your kind remarks. I tried my best to revise the manuscript as per journal standards.
1.	In the introduction, there is a need to elaborate on business relationships and agreements in detail. Also, discuss the polemics circulating in society about the business world. There are statements that need source/ reference information. For instance, *such trade transactions…… developed from the agreements of the parties*	Dear reviewer, I have revised the introduction thoroughly, with clear contributions. I have also discussed the polemics circulating in society about the business world and added source/ reference information for all statements. Please see pages 2-5
2.	Write in detail the problem statement of the study and also explain the obstacles and characteristics of laws and regulations available regarding business transactions in Indonesia. Explain the Criminal Code Civil in detail.	Dear reviewer, Many thanks for your kind suggestions and comments. I have added the problem statement of the study and also explained the obstacles and characteristics of laws and regulations available regarding business transactions in Indonesia, along with explaining the Criminal Code Civil in detail

		Please see pages 5-13
3	Research methods are well written and expressed, adding considerable value to the existing body of literature establishing on normative and judicial approaches.	Dear reviewer, following your kind guidelines, done. Please see pages 13-14
4	It is better to write the results and discussions in subheadings forms starting from business preparation through contracts followed by the principles of freedom of the parties. Likewise, it is beneficial to discuss the business disputes and their resolutions in the discussion and results section.	Many thanks, dear reviewer, Done as suggested. Please see pages 15-16.
5	Similar to consultation and negotiations, authors must also separately discuss the conciliation and mediation for a better understanding of the details	Many thanks, dear reviewer, Done as suggested. Please see pages 17-18.
6	There are several grammatical mistakes which authors must overcome doing enhance the quality of the manuscript and improve its readability.	Dear reviewer, Done as suggested.

Response to Reviewer-B

No.	Reviewer's Comment	Response
		Thanks a lot, dear reviewer, for allowing me to revise the manuscript.

1	The current study adds value to the existing literature by presenting the significance of laws and regulations in engaging business contracts. The authors should explain the different activities in the form of production, sales, purchase, and exchange of goods and services involved in business transactions. However, the introduction lacks the coherence of presenting ideas by the authors. They should have to start in a consolidated form by explaining the significance of the business contract and then highlighting the laws and regulations to be followed for such transactions.	Dear reviewer, I have revised the introduction as suggested and added coherence to presenting ideas by the authors. Please see pages 2-5
2	The problem statement of the study is not clear; therefore, authors should separately discuss it with the aim of conducting this search along with its significance in the business world in light of laws and regulations.	Dear reviewer, following your kind guidelines, I have added the problem statement of the study along with the aim of conducting this search along with its significance in the business world in light of laws and regulations. Please see pages 5-13
3	The authors well explained the principles of real connection; however, bona fide principles have been paid less attention which needs to be elaborated on by the authors in detail.	Dear reviewer, following your kind guidelines, I have added bona fide principles. Please see page 15
4	There's also a need to explain the similar nature of the agreements and contracts by the authors in light of article 1233 of the Civil Code.	Dear reviewer, Done s suggested Please see pages 14-15

	Simultaneously, article 1313 of the Indonesian civil court explaining the agreements among the business dealers needs to be discussed by the authors	
5	Discuss how several possibilities emerge after the consultation is carried out to find out the solutions to various disputes in different business matters among defendants and consulting parties.	Done, Dear reviewer. Please see pages 17-18
6	What is alternative dispute resolution explained in light of laws and regulations for dispute settlements?	Done, Dear reviewer, alternative dispute resolution explained in light of laws and regulations for dispute settlements has been explained Please see page 18
7	The authors should also add a separate conclusion section explaining the aim gap and major findings of the study so that the readers may have a consolidated idea of the whole research based on laws and regulations in Indonesia.	Done, Dear reviewer, Please see page 19

Gmail

Ariawan <ariawang@fh.untar.ac.id>

[IJCJS] Editor Decision

1 message

IJCJS <no-reply@manuscriptlink.com> Wed, Apr 20, 2022, at 10:26 AM
To: Ariawan <ariawang@fh.untar.ac.id>

Dear Dr. Ariawan,

We have reached a decision regarding your submission to the *International Journal of Criminal Justice Sciences*, "Preparation of Business Contracts in Accordance with the Law: Findings Alternative Dispute Resolution mechanisms."

Our decision is: Revisions Required
Please revise your manuscript based on the reviewers' comments and suggestions accordingly and resubmit your revised manuscript no later than one month.
Let me know if you have any questions.

Best Regards,

Journal Editor-in-Chief
International Journal of Criminal Justice Sciences
Homepage: https://www.ijcjs.com

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==========[Note]==========
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Ariawan <ariawang@fh.untar.ac.id>

[IJCJS] Acknowledgment of a manuscript revision submission

1 message

IJCJS <no-reply@manuscriptlink.com> Tue, May 10, 2022, at 11:00 AM
To: Ariawan <ariawang@fh.untar.ac.id>

Dear Dr. Ariawan,

Thank you for submitting the following manuscript revision to the *International Journal of Criminal Justice Sciences*.

Track: Regular Track
Preparation of Business Contracts in Accordance with the Law: Findings Alternative Dispute Resolution mechanisms
Author(s): Ariawan
Corresponding Author: Ariawan
Affiliation of Corresponding Author: Universitas Tarumanagara, Jakarta, Indonesia
Date of Manuscript Submission: 15-Jan-2022 (UTC)
The manuscript ID: IJCJS-496-2022

We have confirmed and forwarded your submission revision for reviewing process. Further progress on your submission can be checked through the following online system.

* Online System URL: https://www.manuscriptlink.com/journals/ijcjs

If you have any question regarding your submission, please contact the journal editor-in-chief.

Best regards,

Journal Editor-in-Chief
International Journal of Criminal Justice Sciences
Homepage: https://www.ijcjs.com

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Response to Reviewer for Second Revision

No.	Reviewer's Comment	Response
	The authors' reviewers suggested acceptance of the manuscript with few changes.	Thanks a lot once again, dear reviewer, for your kind consideration and kind remarks
1.	The author/authors should explain the similarity in the introduction between contracts and agreements similar to what they have done in the discussion section in light of the legal materials available in the Indonesian context.	Dear reviewer, Done Please see page 3
2.	I appreciate that the authors have added the conclusion section as per the previous comments of the reviewers. However, there is also a need to discuss some laws linked with business contracts in conclusion.	Dear reviewer, Done. I have also discussed laws linked with business contracts in conclusion Please see page 19
3	Still, there are many grammatical issues which need to be overcome by the authors with the help of professional prof editors.	Dear reviewer, Done as suggested by your kind self.

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Ariawan < ariawang@fh.untar.ac.id >

[IJCJS] Editor Decision

1 message

IJCJS <no-reply@manuscriptlink.com> Wed, May 25, 2022, at 03:55 PM
To: Ariawan <ariawang@fh.untar.ac.id>

Dear Dr. Ariawan,

Congratulations! the following of your manuscript.

Track: Regular Track
Preparation of Business Contracts in Accordance with the Law: Findings Alternative Dispute Resolution mechanisms
Author(s): Ariawan
Corresponding Author: Ariawan
Affiliation of Corresponding Author: Universitas Tarumanagara, Jakarta, Indonesia
Date of Manuscript Submission: 15-Jan-2022 (UTC)
The manuscript ID: IJCJS-496-2022

Has been accepted for publication in *International Journal of Criminal Justice Sciences* (Vol. 17 No. 1, 2022). Thank you for your interest in our journal. Your Journal paper would be indexed in Scopus (Elsevier), Google Scholar, Scirus, GetCited, Scribd, so on.

We look forward to receiving your subsequent research papers.

Best regards,

Journal Editor-in-Chief
International Journal of Criminal Justice Sciences
Homepage: https://www.ijcjs.com

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