

STRENGTHENING SHARIA ARBITRATION AS A MODEL OF BANKING DISPUTE RESOLUTION

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ABSTRACT

This study aims to explain the implementation of the principle of freedom of contract and choice of forum in dispute resolution to obtain a win-win solution through arbitration. The results showed that the development of arbitrase depends a lot on the good faith of the parties who choose arbitrase as a place to resolve disputes and the court's attitude towards the implementation of the arbitration. The court still has an important role in resolving sharia business disputes, even though the parties have agreed to resolve the dispute through the arbitrase body because even though the parties have originally agreed to resolve it through the arbitration body, in the end the case leads to the court having to get approval from the Chairman District Court / Head of Religious Court.

INTRODUCTION

Banking is an important element in the development of a country. This is reflected in the juridical definition of banking, namely a business entity that collects funds from the public in the form of savings and other forms in order to improve the standard of living of the people at large. The function of a bank as a financial intermediary institution determines the success or failure of community economic development in a country. (Akhmaddhian, Hartiwingsih, & Handayani, 2017).

Banking policy in Indonesia since 1992 has been based on the provisions of Law Number 7 of 1992 concerning Banking, which was later strengthened by Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning banking adopting a dual banking system. Dual banking system means the operation of two banking systems (conventional and sharia side by side), the implementation of which is regulated in various applicable laws and regulations. Legal certainty is increasingly felt by observers and the public who use sharia banking services after the promulgation of Law Number 21 of 2008 concerning Islamic banking. Sharia banking is one of the solutions for the nation's economy, considering that the economy is the backbone of national stability. The improvement of all the problems faced by the nation today must be from national economic activities towards a sharia-based economy. (Handayani, 2015).

With the proliferation of sharia business activities, it is impossible to avoid a dispute / difference between the parties involved. The settlement is carried out by means of litigation (through courts) and non-litigation (alternative dispute resolution). Of course, all of these have advantages and disadvantages but most importantly is how to resolve disputes on the basis of speed, simplicity and low cost. The process of resolving civil cases, which should ideally be completed within a maximum of six months, may end after taking years. This results in the lack of transparency, certainty and predictability. (Handayani, Seregig, Prasetyo, & Gunardi, 2017)

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The background for the birth of the mediation above is not much different from what happened in Indonesia. Therefore, the existence of mediation is very important in the midst of the increasing number of cases that are submitted to the Court. This non-litigation method of dispute resolution has been introduced since the Dutch administration. The Supreme Court (MA) has dealt with this problem by increasing the productivity of judges and by using alternative case resolution methods through the application of court-annexed mediation. This is because with the completion of the case at the mediation stage, the parties do not need to continue the litigation process. The agreement reached in the mediation process will be ratified by the judge and therefore has the same legal consequences as the judge's decision. (Subekti, Sulistiyono, & Handayani, 2017).

The practice of Mediation has been proven to reduce the accumulation of cases in the courts, more specifically, the Religious Courts will certainly have a positive impact on the more effective and efficient settlement of disputes in the Religious Courts in the time and costs incurred by the parties. On February 3, 2016, the Supreme Court renewed the provisions of PERMA No.1 of 2008 with PERMA No.1 of 2016 concerning Mediation. First, related to the mediation time limit which is shorter from 40 days to 30 days from the stipulation of the order to conduct Mediation. Second, there is an obligation for the parties (inperson) to directly attend the Mediation meeting with or without a legal representative. The most recent is the existence of rules regarding good faith in the mediation process and the legal consequences of parties who are not in good faith in the mediation process. The parties involved in a contract are given the freedom to determine which laws apply and which dispute resolution forums apply when later the day when a dispute occurs other than court channels. This is known as freedom of contract or choice of forum in

dispute resolution in the hope of obtaining a win-win solution. antung to the good faith of the party who chose arbitrase as a place to resolve disputes and the court's attitude towards the implementation of the arbitration.(Sari & Karjoko, 2018)

In line with the increasing authority of the religious courts and the only coordination of the judicial institutions under the Supreme Court, the existence of the religious courts also continues to grow. The existence of a mediation institution through PERMA No.1 of 2016 concerning Mediation is a solution for integration and legal certainty as well as fulfilling effective and efficient aspects by increasing the strength and quality of judges and mediators, especially in handling sharia banking disputes.

RESULTS AND DISCUSSION

1. Conceptual Framework for Sharia Economic Dispute Resolution through the Proliferation of Judicial Power in Indonesia

The main proliferation issue that is at issue in the substantial law of sharia economic dispute resolution is the existence of legal uncertainty regarding sharia banking dispute settlement forums based on the provisions of Article 55 paragraph (2) and paragraph (3) of Law Number 21 of 2008 concerning Islamic Banking. On the one hand, the Sharia Banking Law establishes courts within the Religious Courts as a forum for sharia banking dispute resolution. But on the other hand, the Sharia Banking Law allows for the settlement of disputes outside the Religious Courts in accordance with the contents of the contract agreed upon by the parties, namely, among others, settlement through courts within the General Court.(-, -, & -, 2016)

There are two aspects in the proliferation of sharia economic dispute resolution related to this issue. First, the absolute authority of the religious court. Second, the settlement of sharia banking disputes outside the religious court in accordance with the contents of the contract agreed by the parties. First, the implementation of judicial power by the judiciary environment under the Supreme Court in accordance with Article 24 paragraph (2) of the 1945 Constitution is divided and separated based on competence or jurisdiction (separation court system based on jurisdiction) of each judicial body, namely the general court environment, the environment of the judiciary. religion, military court environment, and state administrative court environment. The division of the four jurisdictions shows that there is a separation of jurisdiction between the jurisdictions of the judiciary which results in a division of absolute authority (power) or attributive power (attributive competence or attributive jurisdiction) that is different and certain in each judicial environment. So that certain types of cases which are the absolute jurisdiction of one court environment cannot be examined by another court.(Akhmaddhian et al., 2017)

The division of absolute authority for each court is then confirmed in Law Number 48 of 2009 concerning Judicial Power which states as follows:

1. The public court has the authority to examine, try and decide criminal and civil cases in accordance with the provisions of laws and regulations.
2. The religious court has the authority to examine, adjudicate, decide, and settle cases between people who are Muslim in accordance with the provisions of the laws and regulations.
3. The military court has the authority to examine, try and decide military criminal cases in accordance with the provisions of laws and regulations.
4. The state administrative court has the authority to examine, adjudicate, decide and resolve state administrative disputes in accordance with the provisions of laws and regulations.

Regulations regarding the absolute authority of each judicial environment are also regulated in laws governing each judicial body. In Law Number 2 of 1986 concerning General Courts, the General Court has the duty and authority to examine, decide, and resolve criminal cases and civil cases [vide Article 50 and Article 51 paragraph (1)]. Meanwhile, the State Administrative Court based on Law Number 5 of 1986 concerning State Administrative Courts has the duty and authority to examine, decide, and resolve State Administration disputes (vide Article 47). As for the Military Court in accordance with Law Number 31 of 1997 concerning Military Justice, it is only authorized to adjudicate criminal cases committed by TNI Soldiers, Administrative Disputes of the Armed Forces, and cases of claims for compensation in the criminal case concerned (vide Article 9 paragraph (1) , paragraph (2), and paragraph (3)).(Handayani, 2015)

The Religious Courts based on Article 49 paragraph (1) of Law Number 7 of 1989 concerning the Religious Courts have the authority to examine, decide, and resolve cases at the first level between people who are Muslim in the fields of: marriage, inheritance, will and grants carried out based on Islamic law, waqf and *shadaqah*. The authority of the Religious Courts is expanded based on Article 49 letter i of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning the Religious Courts with the authority to examine, decide, and resolve cases of sharia economics. Furthermore, the regulation regarding the absolute authority of religious courts to handle sharia economic cases, especially in the field of sharia banking, is expressly stated in Article 55 paragraph (1) of the Sharia Banking Law. Thus the authority to examine, decide, and resolve sharia banking disputes is the absolute authority of the courts within the Religious Courts which cannot be resolved by other courts because it would violate the principle of absolute jurisdiction.(Setyanegara, 2014)

Second, basically the settlement of every civil dispute in the trade sector and regarding civil rights disputes is possible to be resolved outside the state court, either through arbitration or through alternative dispute resolution [Article 58 of Law Number 48 of 2009 concerning Judicial Power and Article 5 paragraph (1) Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution]. This can be done through an agreement or written agreement / contract agreed by the parties, both before the dispute (pactum de compromittendo) or after the dispute occurred (compromise deed) in accordance with the principle of pacta sunt servanda. The contract or agreement is binding law for the parties who carry out the contract or agreement (vide Article 1338 of the Civil Code). However, the agreement or contract must meet the conditions stipulated by law (vide Article 1320 of the Civil

Code). In Article 1320 of the Civil Code, it is determined that for the validity of an agreement four conditions are needed, namely agree on them who bind themselves, the ability to make an engagement, ascertain thing and a cause that is lawful.(Issues, 2018)

In law, the first and second conditions are classified as subjective conditions attached to the person who makes the agreement, which if not fulfilled causes the agreement to be canceled (*vernietigbaar*, voidable), while the third and fourth conditions are categorized as objective conditions related to the object of the agreement, which if not fulfilled causes the agreement to be null and void (*nietig*, null and void). Furthermore, in order for an agreement or contract to meet the fourth requirement, namely "a lawful cause", the cause of the agreement or agreement being made must be in accordance with the provisions of Article 1337 of the Civil Code which states that "A cause is prohibited, if prohibited by law, or if it is contrary to good morals or public order". Agreements or contracts that do not meet these conditions are null and void. Likewise, the agreement or contract regarding the settlement of Islamic banking disputes must also comply with the provisions of Article 1320 of the Civil Code with the threat of being null and void based on Article 1337 of the Civil Code.(Akhmaddhian et al., 2017)

Therefore, in my opinion, the agreement or contract that states the settlement of sharia banking disputes through a court within the general court environment as stipulated in the Elucidation of Article 55 paragraph (2) letter d of the Sharia Banking Law is contradictory and does not provide legal certainty because, philosophically, sub and Islamic banking system is dominated by Islamic business terms, such as *murabahah*, *hudaibiyah*, *musyarakah*, *mudarabah*, *qardh*, *hawalah*, *ijarah*, and *kafalah*. Therefore, it is the right and proper thing if the settlement of sharia banking cases is carried out in a judicial environment that is substantially in charge of matters related to the values of Islamic law. If it is left to a judicial system that does not apply sharia rules, what will emerge is the inconsistency between the practice of the contract and the settlement of the dispute. The contract is carried out in the sharia system, while the settlement is carried out in a judicial environment that does not use sharia rules and principles.(Nazriyah, 2010)

In addition to the philosophical basis of the main proliferation that is at issue in the substantial law of shari'ah economic dispute resolution is article a quo paragraph (2) and paragraph (3) of Law Number 21 of 2008 concerning Sharia Banking, in terms of Islamic law it will give rise to a 'Arudh al-adillah, the contradiction of the two rules when verse (2) and verse (3) still exist. Furthermore, in relation to Article 2 and Article 3 of Law Number 21 of 2008, it is actually contradictory if it is still stipulated in the Law, namely by Article 1 paragraph (3) which states in the 1945 Constitution that the state of Indonesia is a constitutional state due to wrongdoing. One character of a rule of law is that there is legal certainty and it is also contrary to Article 28D which states that one of the human rights, including customers, is guaranteed legal certainty.(Darmadi, 2011)

2. Effectiveness of Arbitration in Sharia Banking Dispute Resolution

In the preparation of this research the writer refers to the theoretical framework of the rule of law, legal objectives and the personality of Islamic law. In realizing an independent and independent judicial power is a universal ideal as emphasized in: "Basic Principles on the Independence of Judiciary" and has become the decision of the 7th United Nations Congress on The Prevention of Crime and the Treatment of Offenders. According to M Yahya Harahap, independent power has a purpose: to ensure the implementation of fair and just judicial functions and authorities or to ensure a fair and just trial and so that the judiciary is able to play a role in supervising all actions of the government or the authorities or to enable the judge to exercise control over the government action. Judicial power is an independent power to administer the judiciary to enforce law and justice, which is carried out by a Supreme Court and judicial bodies under it in the General Court, Religious Courts, Military Courts, State Administrative Courts, and by a Constitutional Court.(Undang-undang, 2015)

Religious court is a court for people who are Muslim. This court is one of the implementations of judicial power for people seeking justice who are Muslim regarding certain civil cases as regulated in Article 2 of Law 50 of 2009 jo. Law No. 3 of 2006 jo. Law No. 7 of 1989. The development rate of Islamic banking in Indonesia requires the existence of a dispute resolution institution that can adjust to the pace of development of increasingly complex problems in Muslim societies. This is directly related to and the emergence of demands to resolve every dispute not only in the business world but also in issues that intersect with law enforcement in various fields including Islamic banking in a cheap, fast, effective and efficient manner.

Thus there must be an institution that can be accepted as well as having the capability of a dispute resolution system that is fast and inexpensive and is in line with the growing demands in society The Supreme Court has a high commitment to increasing the success of peace through mediation in court as an implementation of article 130 HIR and article 158 RB.g. Civil dispute resolution in court is a global phenomenon that occurs in all courts in the world and has a high success rate in several countries, including Japan, the United States, Australia, the Philippines and Singapore. Mediation is the settlement of disputes through a process of negotiation between the disputing parties assisted by a mediator. The mediator must be impartial and neutral, because he is considered a "vehicle" for the parties to communicate, because the communication factor is one of the reasons why the conflict is not resolved immediately. This mediation was only popular in Indonesia in the 2000s. If you look at the mediation process, the roots of dispute resolution through this method were known long before independence, where someone who was involved in a dispute, how to resolve the case was done in a peaceful manner and involved a third party. These third parties are usually community leaders, religious leaders or traditional leaders.(- et al., 2016)

The peaceful dispute resolution method described above has now been institutionalized in America as an alternative dispute resolution. In several European countries, this mediation has grown rapidly, and has become a discipline in lectures. In Indonesia, mediation has now become something new and is officially used in the litigation process at the District Court through Perma No.2 of 2003 concerning the Mediation Process, enhanced by Perma No. 1 of 2008 and most recently through Perma No. 1 of 2016 concerning Mediation Procedures in Courts. Regulations found in Bank Indonesia regulation Number 9/9 / PBI / 2007

concerning Implementation of Sharia Principles in the provisions of Article 1 number (4) state that, "a contract is a written agreement between a Bank and a Customer or other party that contains rights and obligations for each of them. each party in accordance with the principles of sharia ". Sharia banking as a financial intermediary institution with its main activity collecting funds from the public in the form of savings and channeling them back in the form of financing is always based on agreements (contracts), so that the Islamic agreement law is harmonious and its terms are regulated in the Koran, Hadith, Ijma ', and qiyas are relevant and important in Islamic banking operations

In Islamic teachings, for the validity of a contract, the pillars and conditions of a contract must be fulfilled. Rukun akad is an absolute element that must exist and is the essence in every contract consisting of: first shighat, namely statement of consent and qobul; second, `aqidah, namely the actor of the contract; the three ma'qud alaih namely the object of the contract. If one of the pillars does not exist, in sharia the contract is deemed never to have existed. The contract between the customer and the Islamic banking will run well and smoothly if the parties obey what they have agreed on in the contract they make. However, if one of the parties is negligent or makes mistakes in fulfilling the contract / agreement, it is possible that a dispute will arise in the field of sharia banking. Broadly speaking, the causes of disputes arising in the implementation of the contract are: (1) There is default (default); (2) Force majeure / overmact; and (3) Acting against the law.

In the event that there are problems that arise in implementing the contract, in the practice of Islamic banking, the parties will seek solutions to the problems faced. Broadly speaking, efforts to solve problems in the implementation of the contract are grouped into rescue, namely the stages of fulfillment of achievements and settlement efforts tend to focus on efforts to seek repayment of financing by executing collateral. If the number of non-performing loans in an Islamic bank is significant, it will certainly affect the business liquidity and load financial ratio (LFR) being run. So that this does not interfere with performance which will later affect the liquidity of the bank, efforts to handle problematic financing must be seriously addressed by identifying problems that arise in the implementation of contracts in Islamic banking practices and then classifying cases faced by the management of Islamic banks in carrying out their legal construction. In addition, it is also necessary to know the stages and mechanisms of settlement at each institution that will resolve Sharia banking disputes and standardize contracts as well as several documents required in each stage of dispute resolution.(Hutomo & Karjoko, 2018)

With the enactment of Law Number 3 of 2006 concerning Religious Courts, it has provided a legal umbrella for the implementation of Islamic Economics in Indonesia. More specifically, the promulgation of Law Number 21 of 2008 concerning Islamic banking provides more legal certainty in terms of business activities carried out according to sharia principles: Syari'ah Bank, Syari'ah Insurance, Reinsurance, Syari'ah Mutual Funds, Shari'ah Bonds. and shari'ah medium-term securities, syari'ah securities, shari'ah pawnshops, shari'ah pension funds and shari'ah microfinance institutions. There are only four Basyarnas institutions in Indonesia in Jakarta, DIY, Surabaya and Riau. This becomes a problem when in other areas, especially Madura, there is no Basyarnas yet, but the development of Islamic banking has begun to appear to be an obstacle in the settlement process. Another thing that arises is the public's trust in the existence of the Basyarnas institution, because in its development this institution has not been able to optimize its function due to the lack of availability of human resources who understand the arbitration apart from the problem of infrastructure performance which cannot be said to be feasible. Basyarnas who was born in 1993 (previously BMUI) until 2012 has only received 12 (twelve) requests for dispute resolution.(Karjoko, 2017)

Advantages of Dispute Resolution with banking mediation. The dispute settlement process through Banking Mediation is cheap, fast and simple because: (1) Free of charge; (2) The duration of the mediation process is no longer than 60 working days; and (3) The mediation process is carried out in an informal / flexible manner. Banking Mediation Process In Dispute Resolution Disputes that can be resolved through Banking Mediation are only disputes concerning aspects of your financial transactions at the bank, provided that the maximum dispute value is Rp. 500 million. If no agreement is reached, you can make further efforts to resolve it through arbitration or court. Points to pay attention to: (1) Ensure that your dispute meets the requirements to be resolved through banking mediation. (2) Submit complete documents accompanied by supporting data. (3) Get information regarding banking mediation from your bank. (4) Obey the results of the agreement as stated in the agreement deed.(Candrasari & Karjoko, 2018)

With the establishment of the Financial Services Authority (OJK) and effective since January 2014, the functions, duties and powers of regulating and supervising banking mediation activities were transferred to the OJK. Where the OJK then issued: (1) OJK Regulation No. 1 / POJK.07 / 2013 concerning Consumer Protection in the Financial Services Sector (POJK No.1 / 2013); (2) OJK Regulation No. 1 / POJK.07 / 2014 concerning Alternative Dispute Resolution Institutions ("POJK No. 1/2014"); and (3) OJK Circular No. 2 / SEOJK.07 / 2014 dated 14 February 2014 concerning Services and Resolution of Consumer Complaints to Financial Service Business Actors. However, the OJK Regulation does not revoke the effectiveness of the BI Regulation as long as the provisions in the BI Regulation do not conflict with the OJK Regulation. Based on the prevailing regulations, the dispute resolution process between Banks (including conventional banks, Islamic banks, people's credit banks and foreign bank branch offices) and Consumers (defined as the party that places their funds and / or utilizes the services of the Bank, or its representatives) can be divided into two stages. Namely the stages of resolving consumer complaints at the Bank and the stages of dispute resolution through OJK.

CONCLUSION

Based on some of the descriptions in the previous chapters, several conclusions can be drawn, namely, Shari'ah Banking Dispute Resolution through Integration of Mediation in the Religious Courts System is the most comprehensive dispute resolution system to achieve the objectives of the principle of fast and low-cost justice, especially in dispute resolution. Efforts to increase the effectiveness of the integration of mediation in the judicial system in order to resolve sharia banking disputes, namely First Socialization of PERMA No. 1 of 2016 concerning Mediation procedures, Secondly Capacity building and the number of mediators to support the increasing number of cases by conducting continuous training.

REFERENCES

- I Gusti Ayu Ketut Rachmi Handayani (2016). Inefficiency of Forestry Regulations and Management Applicability on Rosewood (Dalbergia. Spp) Exploitation in Madagascar: Case Study of Marojejy and Masoala National Parks. *Researchers World : Journal of Arts, Science and Commerce*, VII(3), 41–47. <https://doi.org/10.18843/rwjasc/v7i3/05>
- Akhmaddhian, S., Hartiwingsih, & Handayani, I. G. A. K. R. (2017). The government policy of water resources conservation to embodying sustainable development goals: Study in Kuningan, Indonesia. *International Journal of Civil Engineering and Technology*, 8(12), 419–428.
- Candrasari, L. S. D., & Karjoko, L. (2018). The Principle of Social Function of Land Cultivation Right in Agritourism Accommodation in Indonesia. *International Journal of Multicultural and Multireligious Understanding*, 5(2), 271. <https://doi.org/10.18415/ijmmu.v5i2.374>
- Darmadi, N. (2011). Kedudukan Dan Wewenang Mahkamah Konstitusi Dalam Sistem Hukum Ketatanegaraan Indonesia. *Jurnal Hukum*, 26(2), 667–690.
- Handayani, I. G. A. K. R. (2012). Lingkungan Dan Pedoman Legal Drafting Peraturan Daerah Dalam Rangka Praktik-Praktik Tata Kelola. *Yustisia*, 1(1), 130–144.
- Handayani, I. G. A. K. R. (2015). Formulasi Legislative Drafting Yang Ideal Dalam Rangka Mewujudkan Negara Hukum Yang Demokratis Dan Menjunjung Nilai-Nilai Lingkungan. *Jurnal Hukum Ius Quia Iustum*, 22(3), 373–393. <https://doi.org/10.20885/iustum.vol22.iss3.art3>
- Handayani, I. G. A. K. R., Seregig, I. K., Prasetyo, T., & Gunardi, A. (2017). The application of article 359 of the criminal code in the investigation of the death of post-operative patients. *Journal of Advanced Research in Law and Economics*, 8(5), 1517–1525. [https://doi.org/10.14505/jarle.v8.5\(27\).15](https://doi.org/10.14505/jarle.v8.5(27).15)
- Hutomo, A. S., & Karjoko, L. (2018). Issuance Legality of the Ownership Certificate for the Riparian Area and Its Legal Consequences in Sukoharjo Regency. *International Journal of Multicultural and Multireligious Understanding*, 5(2), 239. <https://doi.org/10.18415/ijmmu.v5i2.328>
- Issues, R. (2018). *THE COMPETENCE OF PRETRIAL SINCE THE DECISION OF CONSTITUTIONAL COURT NO. 21 _ PUU-XII _ 2014. 21(2)*, 1–5.
- Karjoko, L. (2017). Setting of Plantation Land Area Limitation Based on Social Function Principles of Land Cultivation Rights To Realize Social Welfare-Promoting Plantation. *Jurnal Dinamika Hukum*, 17(1), 1. <https://doi.org/10.20884/1.jdh.2017.17.1.606>
- Nazriyah, R. (2010). Kewenangan Mahkamah Konstitusi Dalam Menguji Peraturan Pemerintah Pengganti Undang-Undang. *Jurnal Hukum Ius Quia Iustum*, 17(3), 383–405. <https://doi.org/10.20885/iustum.vol17.iss3.art3>
- Sari, I. M., & Karjoko, L. (2018). The Rationality on Regulation of Village Government Function on First-Time Land Registration to Form the Land Ownership Certainty in Indonesia. *International Journal of Multicultural and Multireligious Understanding*, 5(4), 308. <https://doi.org/10.18415/ijmmu.v5i4.274>
- Setyanegara, E. (2014). Kebebasan Hakim Memutus Perkara Dalam Konteks Pancasila (Ditinjau Dari Keadilan “Substantif”). *Jurnal Hukum & Pembangunan*, 44(4), 460. <https://doi.org/10.21143/jhp.vol44.no4.31>
- Subekti, R., Sulistiyono, A., & Handayani, I. G. A. K. R. (2017). Solidifying the just law protection for farmland to anticipate land conversion. *International Journal of Economic Research*, 14(13), 69–79.
- Undang-undang, P. (2015). *Pro-Kontra Kewenangan Mahkamah Konstitusi dalam Menguji Undang-Undang yang Mengatur Eksistensinya Pros and Cons of the Authority of that Regulates Its Existence*.

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