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Joinder of Third Party in Arbitration under Indonesian Arbitration Law

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Abstract
Arbitration proceeding derives from an arbitration agreement, hence if there is no consent from all of the disputing parties, it is impossible for a third-party that is a non-signatory to an arbitration agreement to join an on-going arbitral proceeding in most jurisdictions. In Indonesia, joinder of third-party is regulated under Article 30 Law Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. This study will analyze the joinder regulation in Indonesia, comparing it with the practice in Indonesia and arbitration laws in another countries. This paper is written in normative juridical method that will be connected to the practice of joinder in Indonesia. Conclusively, joinder of third party is stipulated in Article 30 Law Number 30 of 1999. However, this article absents on explaining further about the form of joinder and also the condition should be applied. For more certainty, Law No 30/ 1999 needs to be revised, namely regarding the form of third-party joinder, justification for the joinder of third parties, and whether third parties can defend their own interests or must defend the interests of the disputing parties. Moreover, further requirements such as at what stage a third party can join in the arbitration process and the criterions of "elements of related interest" under this article must also be explained.
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1. Introduction

In entering to an international business contract, it is undeniable that there will be potential disputes in the future. There are various forms of disputes, various factors can affect the emergence of disputes which generally cannot be resolved in a short time. This makes the parties to an international business contract tend to look for a method of dispute resolution that is considered the most appropriate in resolving the dispute. Therefore, in the practice of drafting international business contracts, it is generally known that the parties need to agree on a dispute resolution mechanism in case a dispute will occur in the future. This agreed mechanism is also known as choice of forum. In choosing a forum to settle the parties' dispute in the contract, the parties can freely choose what forum will have the authority to resolve disputes that might arise (Adolf, 2001).

Amongst the various options for dispute resolution, arbitration has become very popular used by business people as a dispute resolution along with the times (Juwana, 2002). Generally, business people prefer arbitration over litigation because the privacy and confidentiality are guaranteed (Noussia, 2010). In addition, arbitration is also more flexible since the parties have the freedom (party autonomy) in choosing an arbitrator and to determine the procedural law (Adolf, Hukum Penyelesaian Sengketa Internasional, 2004). The party autonomy principle is the most basic principle in arbitration, this is because the parties' agreement to settle disputes through arbitration is the source of the jurisdiction of the arbitral tribunal (Onyema, 2010). For this reason, an arbitration proceeding cannot be carried out if the disputing parties do not have any agreement stating that the parties agree to settle their dispute by arbitration.

Arbitration proceeding is a part of an arbitration agreement, hence if there is no consent from all of the disputing parties, it is rarely possible for a third-party that is a non-signatory to the arbitration agreement to join the arbitral proceeding in most jurisdictions (Amalia, 2015). Nevertheless, it is not uncommon where there are third parties who are also not signatories to the arbitration agreement participate as parties in the arbitral proceeding, either by their own will or at the request of the disputing parties This event is commonly referred as third-party joinder. Some of the underlying objectives of third-party joinder are that where the dispute involves the same material, general facts, and common legal issues, *i.e.,* to prevent inconsistent or conflicting decisions, the arbitral tribunal comes to have a more complete view of the underlying dispute, and also to save time and cost (Smith, 2018).

In Indonesia, arbitration is regulated under Law Number 30 of 1999 on Arbitration and Alternative Dispute

Resolution ("**Law No. 30/1999**"). The existence of Law No. 30/1999 has provided a breath of fresh air for the enforcement of international arbitral awards, especially for business people who do international business (Diandra & Amalia, 2017). Article 2 Law No. 30/1999 states "*in the event of a dispute under a certain legal relationship that has entered into an arbitration agreement which expressly states that all disputes or differences of opinion that arise or are likely to arise from the legal relationship will be resolved by arbitration or through other alternative settlements, the settlement of the dispute will be regulated by this law*". Furthermore, under Article 30 Law No. 30/1999, third parties who are not a party to the arbitration agreement may participate in the arbitral proceeding if there is an element of interest involved and their participation is agreed upon by the disputing parties and approved by the arbitral tribunal examining the dispute in question. However, since there is only one article that govern third-party joinder in Law No. 30/1999, several questions arise that cannot be answered only on the basis of this article. Some of these things are; further explanation regarding the related elements of interest as intended, at what stage a third party can enter into the arbitration process, whether approval from a third party is required, to the enforcement of the arbitral award which will later bind the third party.

2. Joinder of Third Party

Requests to join a third-party to join an on-going arbitral proceeding can derive from various parties, such as from one of the disputing parties, all of the disputing parties, or also from the third party itself. As arbitration is a dispute resolution based on the agreement of the parties, the problem in joining a third-party is if only one party requests the joinder of the third-party, without the consent of the other parties. In this case, the decision to join or not to join the third-party depends on the arbitral tribunal. Several things that can be considered by the arbitral tribunal in determining its decision are as follows.

2.1 Express consent

In resolving disputes through arbitration, it is first necessary to have the disputing parties' consent to bring the dispute to arbitration through an agreement so that the arbitral tribunal can exercise its jurisdiction. Therefore, it is appropriate that the first thing to look at in considering the third-party joinder is the arbitration agreement of the parties that underlies the entire arbitration itself.

Sometimes, there are several parties who specifically add a clause regarding the joinder of third parties in their arbitration clause or agreement (Friedland, 2007). The form of sentences that the parties can add to the arbitration agreement if they want to join a third party, for example, is as follows: "A third party outside the arbitration agreement can participate and join in the dispute resolution process through arbitration, if the arbitrator or arbitration tribunal examines the dispute in question assessing that there is an element of interest related to the third party with the ongoing dispute." In the event that there is a sentence like this in the arbitration agreement, it is possible to join a third party if the prerequisites for joining a third party in the arbitration agreement of the parties are met.

Another alternative if the parties do not write their agreement in a form of arbitration clause or arbitration agreement in a contract is to adopt institutional rules governing the joinder of third parties (Paulsson, 2010). For example, in the rules of the London Court of International Arbitration (LCIA), the rules of this arbitration institution allow the arbitral tribunal at the request of one of the parties to the arbitration agreement to incorporate one or more third parties outside the arbitration agreement who have agreed to be incorporated in the arbitration process in a written agreement.

2.2 Implied Consent

In this approach, the tribunal deciding the third-party joinder identifies the conditions of each case and then makes a decision on whether the parties to the arbitration agreement have impliedly agree to the participation of a third party. In order to identify any implied consent, the arbitral tribunal must analyse the interrelation of the parties or any dealings at issue, the presence of any contractual link between the parties, and the scope of the arbitration agreement itself (Strong, 1998). If it is clear that the third party has contributed in the drafting, performance and/or termination of the contract in such a way that the third party shows its intention through its behaviour to become a party to the contract and is thus bound by its arbitration agreement, or it appears to be a wish as a party to the contract by the original parties of the contract, thus the arbitral tribunal may join the third party to the arbitration on basis that there is an existence of implied consent (Stavros Brekoulakis, 2016).

2.3 Estoppel

A party to an arbitration agreement is hindered from rejecting to arbitrate with a third-party that is a non-signatory when the basis of the dispute is entwined with, or derived from, the contract that contains the arbitration clause. A non-signatory can also be estopped from rejecting to arbitrate if it has received direct benefits from the contract containing the arbitration clause. In these cases, a non-signatory has commonly

accepted the contract, gained advantages from its provisions, yet once a dispute arises, has dismissed the arbitration clause (Moses, 2008). In multiparty cases, estoppel has generally been used as a defence to respond an action in which the signatory claims tort damages against an affiliate of a party to an arbitration agreement.

2.4 Piercing the corporate veil

Under this doctrine, a parent company and a subsidiary become a legal entity that cannot be separated, such as being alter-egos to each other. The definition of alter ego varies widely and is applied in a number of different circumstances. In arbitration agreements, proving that an alter-ego relationship exists in most legal systems requires credible evidence that one entity dominates the daily actions of the other entity and uses this power to commit fraud or other injustice to a third party or to avoid legal or other obligations (Born, 2009).

Piercing the corporate veil can be used in justifying the arbitrator's jurisdiction over corporate affiliations or the liability of one company for the debts of another company. However, this approach does not automatically mean that arbitrators who incorporate non-signatory parent companies must also find shareholders liable for the liabilities of the subsidiary. Sometimes, joinder of third-party may be justified on the basis of an agreement, such as when the parent company agrees to be bound in arbitration under a contract signed by its subsidiary. However, even though both entities have agreed to be parties in the same arbitral proceeding, the arbitrator can still decide that none of those companies is liable for the obligations of the other (Park, 2009).

2.5 Group of Companies

This doctrine has been used to identify obligations of a party to arbitrate in situations where there are multiple affiliated companies involved in a number of contracts which are signatories to a particular contract containing arbitration clause. Commonly, all these companies are involved in diverse aspects of the project and their obligations and responsibilities are interrelated. This doctrine is known from the Dow Chemical case in 1982 which was recorded in the ICC interim decision No. 4131.19 which was a dispute between Dow Chemical and Isover Saint Gobain. The two Dow Chemical subsidiaries have two different contracts with Isover Saint-Gobain, but when a dispute arose, the two companies together with their parent company and other subsidiaries sued Isover Saint Gobain through arbitration. Isover Saint Gobain subsequently opposed to the joinder of the parent company and one other subsidiary which was not a party to their two agreements. In the end, the arbitral tribunal was of the opinion that the parties' arbitration agreement had been extended to another companies within the same group that were active in the preparation and enforcement of their contracts. However, it should be noted that the settlement used in the interim award in the Dow Chemical case demonstrates that the existence of a group of companies alone is not enough to allow the extension of the arbitration agreement to a group company that does not sign the arbitration agreement, and that consent of all of the parties is still important (Voser, 2009).

3. Joinder of Third Party in Indonesian

3.1 Practice of Third-Party Joinder in Indonesia

In the event that a party in an arbitration agreement chooses Indonesia as the seat of arbitration, Law No. 30/1999 and other relevant regulations in Indonesia will apply in settling the dispute between the parties. One of the cases related to joinder which implement Indonesian laws was a case that had been handled at the Indonesian National Arbitration Board (BANI). This case is a dispute based on a sale and purchase agreement between a seller domiciled in Indonesia and a buyer domiciled in Vietnam. In this case, the seller requests to join a third party, namely a bank, to issue a letter of credit on the basis of a letter of credit issuance agreement between the two parties which includes a dispute settlement clause in court (Rakhmat, 2022).

The party requesting joinder applies the group of companies doctrine as the basis for its request, where if there is an affiliated company that receives significant benefits in the transaction even though it is not a party to the agreement, then in some cases the joinder is allowed. The bank as a third party that does not agree to participate in the arbitration proceeding argues that a joinder is not possible without the agreement of the parties according to the Law No. 30/1999. The arbitral tribunal finally accepted the argument of the third party by using Art. 30 Law No. 30/1999 because in this case there was no written agreement between the parties and the third party which was a non-signatory. Furthermore, the arbitral tribunal explained that in Article 9 Law No. 30/1999 it is stated that an arbitration agreement must be made explicitly and in written form, hence deemed consent is not allowed. In the end, the request for joinder was rejected by the arbitral tribunal in this case.

The next case is concerning a distribution agreement, in which a producer holds a license which will be given to the distributor for later to be sold to another party (end-user) whose dispute is resolved at the International Chamber of Commerce (ICC). In this case, the distributor is in default due to not making payments to the producer on the grounds that the distributor has not received payment from the end-user. The producer then requests the arbitral tribunal to join the end-user to become third party in the arbitral proceeding. The third party refuses to join on the grounds that the third party has a separate dispute resolution clause in a separate agreement with the distributor, thus that both parties can resolve the dispute separately. Moreover, the third-party

also argued that the enforcement of the arbitral award in Indonesia involving a non-signatory to the arbitration agreement will be difficult since the original copy of the arbitration agreement is one of the requirements for enforcing an arbitration award in Indonesia. The arbitral tribunal accepted the third party's argument and finally the third party was excluded from the arbitration process (Rakhmat, 2022).

In Indonesia, request for thid-party joinder can only be accepted if there is a written agreement between the original parties in the arbitration agreement and the third party. However, there are some exceptions, such as the doctrine of group of companies, agency, and the concept of granting power in Indonesian civil law because apart from following the rules in Law No. 30/1999, in deciding on a thid-party joinder, it is also important to refer to the civil law provisions in Indonesia. The doctrine of incorporation by reference is difficult to implement in Indonesia since under Indonesian laws the consent in an agreement must be stated clearly. In practice, arbitral tribunals in Indonesia tend to refer to the opinion that a third-party joinder can only be granted if all parties to the arbitration agreement as well as the third parties agree. This agreement must also be shown in written form as mandated in Article 9 Law No. 30/1999. In addition, a third-party joinder request can be submitted at any time throughout the examination process. Usually, the arbitral tribunal will determine the extent to which a third party can submit its opinion to determine the outcome of the arbitral award (Rakhmat, 2022).

3.2 Joinder of Third Party in Arbitration under Indonesian Arbitration Law

Under Law No. 30/1999, third-party joinder is regulated in Art. 30 Law No. 30/1999. In this article, third parties who are not a party to the arbitration agreement may join in the arbitral proceeding if there is an element of interest involved and their participation is agreed by all the disputing parties and approved by the arbitral tribunal examining the dispute. Although the requirements for the inclusion of third parties are explicitly stated in this article, this article is still not clear and complete enough in regulating the provisions of third-party joinder in arbitration.

First, Article 30 Law No. 30/1999 uses the term "third party outside the arbitration agreement". The meaning of this phrase can be related to another article in Law No. 30/1999, namely the provision in Article 2 Law No. 30/1999. Under Article 2 Law No. 30/1999, the parties in the arbitral proceeding are parties that have entered into certain legal relations which have entered into an arbitration agreement. Arbitration agreement itself is defined as "*an agreement in the form of an arbitration clause contained in a written agreement made by the parties before a dispute arises, or a separate arbitration agreement made by the parties after a dispute arises*" (Article 1 paragraph 3 Law No. 30/1999). From this understanding, it can be concluded that the third party outside the arbitration agreement as referred in Article 30 Law No. 30/1999 does not make a written agreement with the parties to the dispute either before the dispute arises or after the dispute arises.

However, it should also be noted that there are some circumstances in which a third party who does not sign an arbitration agreement may become a legal party to the arbitration agreement under Law No 30/1999. Article 10 Law No. 30/1999 states that an arbitration agreement does not become void due to several circumstances. If interpreted broadly, several reasons in Article 10 Law No. 30/1999, namely the death of one party, inheritance, and assignment of the arbitration agreement to a third party with the approval of the party entering into the arbitration agreement are several reasons that can involve third parties who are not signatories to the arbitration agreement in the arbitral proceeding. Third parties who are not a party to the arbitration agreement may participate in the arbitral proceeding to represent one of the parties in the arbitration agreement who dies, inherits the arbitration agreement against it, or transfers the arbitration agreement to it. Therefore, several reasons in this article can be considered in adjudicating third-party joinder in accordance with the Law No. 30/1999.

The form of involvement of third parties in the arbitral proceeding is not further specified in Article 30 Law No. 30/1999. Referring to arbitration laws in other country, namely in Dutch arbitration law which is regulated in the Dutch Arbitration Act, Article 1045 of the Dutch Arbitration Act mentions 2 (two) forms of third-party joinder outside the arbitration agreement, namely joinder and intervention. The similar regulation is also stipulated in the arbitration law in Belgium, namely the Belgian Judicial Code. In Article 1709 paragraphs (1) and (2) of the Belgian Judicial Code, it is explained that third parties outside of the arbitration agreement may participate in the arbitration process at their own request or at the request of the disputing party. Although both are permitted in the Belgian Judicial Code, both forms of engagement can only take effect after the disputing parties and third parties outside the arbitration agreement make a new arbitration agreement and the approval of the entire arbitral tribunal.

Even though the form of involvement of third party is not specified in Law No. 30/1999, yet referring to the Technical Guidelines for the Administration and Special Civil Courts, it is stated that third parties can participate in civil proceedings and are called *voeging*, intervention/*tussenkomst* and *vrijwaring*. *Voeging* is the participation of third party on their own will to defend one party, namely the claimant or respondent (Article 279 RV) Intervention/*tussenkomst* is the participation of a third party on their own will, however it does not side with either the claimant or respondent but joins to defend its own interests (282 RV).

Finally, *vrijwaring* is the withdrawal of a third party by one of the parties in the proceeding to be responsible for releasing that party from liability to the opposing party. Referring to the provisions in Article 30 Law No. 30/1999 and compare it with the rules mentioned above, the phrase used in Article 30 Law No. 30/1999 is "*a third party outside the arbitration agreement may participate and join in the dispute resolution process through arbitration, if there are elements of related interests…*", this means that the involvement of third parties in this article is only intended for third parties who request to join an arbitral proceeding on their own will. Therefore, when compared with the provisions in the Technical Guidelines for Administration and Special Civil Courts, the allowed third-party joinder in Article 30 Law No. 30/1999 is in the form of *voeging* and intervention/*tussenkomst*.

However, the two forms of third-party joinder may also be mistaken since Law No. 30/1999 does not explain whether a third party can defend its own interests or can only side with one party in an arbitration. This is because Article 30 Law No. 30/1999 does not further explain the "elements of related interest" referred to in this article. Comparing to Portugal's arbitration law, the Voluntary Arbitration Law, the element of related interest from third parties who wish to participate in the arbitration process is further explained in Article 36 of the Voluntary Arbitration Law. In this article, third parties can be joined if, among other things, the third party has an interest in connection with the same subject matter as the claimant's or respondent's interests, or if the third party wishes to file a claim against the respondent with the same object as the claimant, but not in accordance with claimant's claim. Therefore, the arbitral tribunal only needs to assess whether the related interests of third parties in a dispute fall into the criteria in the article. If there are criteria for elements of related interest as in the Portuguese arbitration law in the Law No. 30/1999, it may be easier for the arbitral tribunal to determine the decision on the joinder of third parties objectively.

Article 30 Law No. 30/1999 also does not explain how third parties can participate in arbitration, such as whether the consent of the third party and the disputing parties needs to be made in writing or not. Article 1709(1) Belgian Judicial Code Provisions, which is the arbitration law in force in Belgium, requires that a third party may be able to participate in the arbitration process by writing a written request to the arbitral tribunal. Although such provision is not explicitly stated in Article 30 Law No. 30/1999, it can be interpreted that the involvement of third parties requires a written agreement as well. This is also in line with the rules in Article 9 Law No. 30/1999 which requires that the approval of dispute resolution through arbitration after the dispute arises must be made in the form of a notarial deed or a written agreement signed by the disputing parties.

Furthermore, the provision that a written agreement is required in the presence of a third-party joinder is also implicitly required in Article 67 Law No. 30/1999. In the event that an international arbitral award is to be enforced in Indonesia, one of the conditions that must be met to apply for the enforcement of the award is to include the original sheet of the arbitration agreement which is the basis for the arbitration award. If a third party participates in the arbitral proceeding and is also a party to the award, it will be difficult to apply for its enforcement in Indonesia if there is no written arbitration agreement between the third party and the parties to the original arbitration agreement.

Article 30 Law No. 30/1999 does not further stipulate at what stage a third party can participate in the arbitration process, namely before the formation of the arbitral tribunal or later. In the arbitration law in Portugal, namely the Voluntary Arbitration Law, it is stipulated that if a third party is joined in the arbitration process after the arbitral tribunal has been formed, the joinder of the third party can only be accepted if the third-party states that the party agrees with the composition of the arbitral tribunal. Such rules are important to prevent rejection of the enforcement of the arbitral award by the third party on the grounds that the party did not participate in the formation of the arbitral tribunal, as regulated in Article V paragraph (1)(d) of the New York Convention 1958.

In considering a request of third-party joinder under Law No. 30/1999, it is important to also refer to other provisions, such as the principle of confidentiality in arbitration. As stipulated in the explanation of Article 27 of Law No. 30/1999, in contrast to litigation, arbitration is confidential and conducted in private. With the principle of private examination, third parties should be able to enter the arbitral proceeding only on the initiative of the parties in the arbitration agreement so that there is no violation of the confidentiality principle. This means that in the case of the joinder of a third party who is not a party to the arbitration agreement, if the involvement is indeed approved by the disputing parties, the arbitral tribunal must ensure the confidentiality of the dispute between the parties. An alternative that can be done is to require the third party to sign a confidentiality agreement with the disputing parties before the start of the arbitral proceeding.

In addition to the principle of confidentiality, the efficiency of the arbitral proceeding itself must also be considered. What is more, arbitration is generally chosen by the parties to resolve their disputes because it tends to be faster than settling it in courts. This is especially true if the dispute resolution requires a fast outcome, such as if the object in dispute is no longer relevant at a certain time. If a third party is joined in the arbitral proceeding, there are two possibilities that occur, which are whether its involvement accelerates the dispute resolution or slows down the arbitral proceeding.

For instance, if the contract that underlies the dispute between the parties is related to another contract in

which one of the parties of the underlying contract and the third party are parties to that contract, it will be easier and more efficient to resolve disputes that arise between the two interrelated contracts simultaneously, which requires the involvement of a third party. On the flipside, if there is no interest or relevance from the involvement of a third party in the arbitral proceeding, then its involvement will only slow down the arbitral proceeding. This is because when a third party is decided by the arbitral tribunal to participate in the arbitral proceeding, hence that third party will be considered to be the official party in the arbitral proceeding, which means it has the same rights as other parties to bring claims or provide arguments. In such case, the arbitration process will take longer than it should.

Furthermore, if there is indeed any interest or relevance from the involvement of a third party with the dispute being resolved, the third-party joinder can prevent conflicting decisions or awards. The danger of conflicting decisions can be seen in cases involving multiple parties in many interconnected contracts, where some parties to this interrelated relationship have chosen to resolve the dispute by arbitration while the other parties remain subject to the jurisdiction of national courts, or other arbitral tribunals. This issue is very relevant when the respondent wants to sue a third party outside the arbitration agreement in a separate dispute settlement process since its obligation in the arbitral award is a responsibility that should be shared with the third party, however the arbitral tribunal in the separate process do not respect the findings of the first arbitral tribunal regarding responsibility of the respondent in the arbitration award, so that the respondent may face the problem of losing its choice of solution. Therefore, it is important to rule the joinder of third-party to be mandatory if the arbitral tribunal finds that the involvement of the parties is important for dispute resolution.

Although the provisions for the third-party joinder in Law No. 30/1999 may be incomplete, if the parties choosing Indonesia as the seat of arbitration resolve their dispute under an arbitration institution, the rules regarding the joinder may become even broader. An arbitration institution usually has its own rules of arbitration procedure that apply to the parties who select the institution to resolve their dispute. In the arbitration institutions rules, it is not uncommon to regulate the joinder of third parties. For example, in the institutional rules of the London Court of International Arbitration (LCIA), which allows the arbitral tribunal at the request of one of the parties to the arbitration agreement to incorporate one or more third parties outside the arbitration agreement who have agreed to be incorporated in the arbitration process in writing. Meanwhile, in the Arbitration Rules and Procedures of the Indonesian National Arbitration Board (BANI), it is stipulated that the provision for incorporation of third parties outside the arbitration agreement is allowed as long as it is permitted by law.

From all the explanations above, Article 30 Law No. 30/1999 cannot be interpreted independently thus it is crucial to refer to the regulations of other articles in Law No. 30/1999 to determine the decision to the request of third-party joinder. Essentially, it is necessary to have an agreement in written form to join third parties outside the arbitration agreement according to Law No. 30/1999. Nevertheless, it is still necessary to have additional rules or explanations from Article 30 Law No. 30/1999 so that there will be no multiple interpretations from the arbitral tribunals or related stakeholders in deciding disputes involving joinders in under this law. The addition of rules or further explanation of Article 30 Law No. 30/1999 will lead to a common view in deciding the third-party joinder outside of the arbitration agreement according to arbitration law in Indonesia.

4. Conclusion

In joining third party outside the arbitration agreement into an arbitral proceeding according to Indonesian arbitration law, it is important to have the consent from the parties to the underlying arbitration agreement, the arbitral tribunal, and the third party to be joined itself in a written form. Furthermore, although the rules regarding arbitration in Indonesia are regulated in the Law No. 30/1999, the arbitral tribunal also needs to pay attention to other relevant laws and regulations in deciding a request of third-party joinder. Finally, there are several things regarding the requirements of the joinder which are not further explained in Article 30 Law No. 30/1999, namely the form of the third-party joinder, the mechanism of the joinder, justification for the third-party joinder, and whether third parties are allowed to defend other party or must defend their own interests.

The joinder regulation in Article 30 Law No. 30/1999 needs to be revised to make it clearer and more complete, namely regarding the form of third-party joinder, justification for the joinder of third parties, and whether third parties can defend their own interests or must defend the interests of the disputing parties. Moreover, further requirements such as at what stage a third party can participate in the arbitration process and the criterions of "elements of related interest" under this article must also be explained. Amendment on this article must also refer to other articles in Law No. 30/1999 as well as other related laws in Indonesia, thus amendments cannot only be made solely to this article.

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