

# TINJAUAN YURIDIS TERHADAP PERATURAN LEMBAGA KEBIJAKAN PENGADAAN BARANG/JASA PEMERINTAH (LKPP) NOMOR 18 TAHUN 2018 TENTANG LAYANAN PENYELESAIAN SENGKETA KONTRAK PENGADAAN BARANG/JASA PEMERINTAH

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## INTISARI

Penelitian ini bertujuan untuk mengetahui dan mengkaji keterkaitan Pasal 61 UU Nomor 30 tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa dengan Pasal 42 ayat (13) Peraturan Lembaga Kebijakan Pengadaan Barang/Jasa Pemerintah (LKPP) Nomor 18 tahun 2018 tentang Layanan Penyelesaian Sengketa Kontrak Pengadaan Barang/Jasa Pemerintah dan kewenangan Pengadilan Negeri menerima gugatan baru salah satu pihak apabila para pihak tidak melaksanakan putusan arbitrase secara sukarela.

Penelitian ini merupakan penelitian hukum normatif, yaitu penelitian yang mengacu kepada norma-norma hukum yang terdapat dalam peraturan perundang-undangan dan norma-norma hukum yang ada dalam masyarakat, serta melihat sinkronisasi suatu aturan dengan aturan lainnya secara hierarki. Penelitian ini menggunakan data sekunder. Untuk memperkuat data sekunder tersebut, penelitian ini juga menggunakan sumber data berupa data primer yang diperoleh langsung dari narasumber.

Hasil Penelitian menunjukkan bahwa : 1) Ada keterkaitan antara Pasal 61 UU Nomor 30 tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa dengan Pasal 42 ayat (13) Peraturan Lembaga Kebijakan Pengadaan Barang/Jasa Pemerintah (LKPP) tentang Layanan Penyelesaian Sengketa Kontrak Pengadaan Barang/Jasa Pemerintah. 2) Pengadilan Negeri berwenang dalam menerima gugatan baru salah satu pihak apabila para pihak tidak melaksanakan putusan arbitrase secara sukarela karena pada Pasal 1 angka 13 Peraturan Lembaga Kebijakan Pengadaan Barang/Jasa Pemerintah (LKPP) Nomor 18 tahun 2018 Putusan adalah putusan arbitrase Layanan Penyelesaian Sengketa Kontrak Pengadaan yang bersifat final dan mempunyai kekuatan hukum, Tidak ada kata “mengikat para pihak” sehingga salah satu pihak masih bisa mengajukan gugatan baru melalui pengadilan negeri.

**Kata Kunci :** Putusan Arbitrase, Pengadaan Barang/Jasa Pemerintah, Pengadilan Negeri

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**JUDICIAL REVIEW OF GOVERNMENT PROCUREMENT AGENCY FOR  
GOODS OR SERVICES REGULATION NUMBER 18/2018 CONCERNING  
CONTRACT DISPUTE SETTLEMENT SERVICES OF GOVERNMENT  
PROCUREMENT OF GOODS OR SERVICES**

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**ABSTRACT**

This study aims to find out and to observe the relation between Article 61 of Law Number 30/1999 concerning Arbitration and Alternative Dispute Settlement and Article 42 Paragraph (13) of Government Procurement Agency for Goods or Services Regulation Number 18/2018 concerning Contract Dispute Settlement Services of Government Procurement of Goods or Services and the authority of District Court in receiving the new lawsuit filed by one of the parties if they have not voluntarily enforced the arbitration award.

This study is normative legal research that refers to legal norms enacted in statutory regulations and legal norms that exist in society, as well as looking at the hierarchical synchronization of one rule with other rules. This study used secondary data supported by the primary data obtained from the informants.

The results confirm that: 1) there is a relation between Article 61 of Law Number 30/1999 concerning Arbitration and Alternative Dispute Settlement and Article 42 Paragraph (13) of the Government Procurement Agency for Goods or Services Regulation Number 18/2018 concerning Contract Dispute Settlement Services of Government Procurement of Goods or Services. 2) Also, District Court has an authority to accept the new lawsuit filed by one of the parties if they have not voluntarily enforced the arbitration award since it is stated in Article 1 Number 13 of the Government Procurement Agency for Goods or Services Regulation Number 18/2018 that what is meant by Decision is Dispute Settlement Services Arbitration Decision on Procurement Contract that is final and has legal forces. There are no words “binding the parties”, so one of the parties can still file a new lawsuit to the district court.

**Keywords:** Decision on Arbitration, Goods or Services Procurement, District Court

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