Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

LEGAL RECONSTRUCTION OF DISPUTE SETTLEMENT BETWEEN IMPORTERS AND EXPORTERS INTERNATIONAL LAW PERSPECTIVE

WAHYU PRISTHA UTAMA

Doctoral Program in Law, Faculty of Law, Diponegoro University, Jl. Prof. Soedarto, SH., Tembalang, Semarang. Email: wahyupristhautama@students.undip.ac.id

LAZARUS TRI

Lecturer Doctoral Law Program, Faculty of Law, Diponegoro University, Jl. Prof. Soedarto, SH., Tembalang, Semarang.

JOKO SETIYONO

Lecturer Doctoral Law Program, Faculty of Law, Diponegoro University, Jl. Prof. Soedarto, SH., Tembalang, Semarang.

Abstract

Reconstruction of dispute resolution law between importers and exporters from an international law perspective. The purpose of this study is to analyze: 1) How does the law of dispute resolution between importers and exporters perspective international law? 2) How is the implementation of the recommendations of the dispute resolution bodies of the World Trade Organization from an international law perspective? The research method used is normative juridical with a statutory approach, concept approach, and case studies. The results showed that: 1) Import export is a series of company activities that begin with an agreement. The agreement is the result of previous activities carried out by exporters and importers, namely in the form of supply and demand. The agreement is poured into a *sales contract* which is an agreement between exporters and importers to trade goods in accordance with mutually agreed conditions and each party binds itself to carry out all obligations incurred. 2) The series of processes undertaken in dispute settlement at the WTO consist of 4 processes, including: Mandatory Consultation between disputing parties to reach a settlement approved by the parties, Application for the establishment of a Panel, the *Appellate Body, and the* implementation and implementation of recommendations and provisions endorsed by the DSB.

Keywords: Reconstruction, Law, Dispute Resolution, Importer, Exporter, Perspective, International Law.

INTRODUCTION

Background

Transactions or trade relations take many forms and all of these transactions are fraught with the potential to give birth to disputes. Generally, trade disputes are often preceded by settlement by negotiation. If this method of settlement fails or does not succeed, then other ways such as settlement through court or arbitration are taken. The submission of disputes, either to court or to arbitration, is often based on an agreement between the parties. The usual step is to make an agreement or insert a dispute resolution clause into the contract or agreement they make. In addition to court forums and arbitral bodies, parties may also submit their disputes to alternative means of dispute resolution, known as ADR (*Alternative Dispute Resolution)* or APS (Alternative Dispute Resolution).[1]

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

These contracts are usually in relatively large amounts (values). This includes development contracts, such as contracts in the mining sector. Although countries have rights or concepts of immunity, international law is flexible. International law does not merely recognize the attributes of states as subjects of international law *par excellence*. International law respects individuals (traders) as subjects of limited international law.[2]

Therefore, in international law developed the notions of jure *imperii and jure gestiones*. *Jure imperii* are the actions of a state in the public sphere in its capacity as a sovereign state, so that its actions will never be tested or tried before a judicial body. *Jure gestiones*, namely state actions in the civil or commercial fields. If it later gives rise to a dispute, it can be resolved before general judicial bodies, arbitration, and others.[3]

In practice, usually the submission of a dispute to a particular judicial body, including arbitration, is contained in the dispute resolution clause in a contract. Usually the title of the clause is written directly with "Arbitration". Sometimes other terms used are “choice of *forum"* or “*choice of jusrisdiction".* The term *choice of forum means the choice of* means to adjudicate a dispute, in this case a court or arbitral body. The term choice of *jusrisdiction* means the choice of place where the court has the authority to deal with the dispute. Courts (National and International) Methods by which it is possible to resolve disputes in addition to the aforementioned means are through national and international courts. The use of this method is usually taken if the existing solutions are not successful. Settlement of trade disputes through the judiciary is usually possible when the parties agree, which is set forth in the contractual clauses.[4]

Among the various international organizations that exist today, international trade organizations under the United Nations, such as UNCITRAL, or UNCTAD are international organizations that play an important role in the development of international trade law. UNCITRAL was established in 1966 by United Nations General Assembly Resolution No. 2205 (XXI), 12 December 1966. The main objective or mandate of this body is to promote harmonization and progressive unification of international trade law.[5]

In this effort, UNCITRAL is also required to consider the interests of all countries, especially developing countries in developing international trade extensively. In the original text of the mandate in the 1966 Resolution:[6] *"Wish a mandate to further the progressive development of the law of international trade and in that respect to bear in mind the interest of all people, in particular those of developing countries, in the extensive development of international trade."*

In addition to the rules governing issues related to international trade, UNCTAD has also produced various international provisions in the field of trade which are also quite important, including: *UN Convention on a Code of Conduct for liner Conference* (1974); GSP (1968); *UN Convention on Carriage of Goods by Sea* (1978). With the birth of the WTO, its regulatory field became very wide. Almost all sectors of trade, services, investment, to intellectual property rights, are areas of scope of WTO arrangements (agreements). However, in the legal reconstruction of dispute settlement between

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

importers and exporters, from an international law perspective, there is a risk for exporters, namely when ordered goods have been shipped to buyers abroad, while buyers do not make payments for various reasons that result in losses for the exporter. The port authority with the authority it has can auction the goods up to a certain period of time. The buyer in theory cannot take the ordered goods without the original documents, but in fact the goods can be taken by the buyer by colluding with the shipping agent (which in fact is appointed by the buyer) or obtained by participating in the auction. Based on the background of the problem mentioned above, the author is interested in taking the title "Legal Reconstruction of Dispute Settlement between Importers and Exporters from an International Law Perspective".

Problem Statement

1. How does the law of dispute resolution between importers and exporters perspective international law?
2. How is the implementation of the recommendations of the World Trade Organization dispute settlement body from an international legal perspective?

Theoretical Framework

1. Theory of Legal Certainty

Legal certainty is judicial protection against arbitrary actions, which means that a person will be able to obtain something expected under certain circumstances. The community expects legal certainty, because with legal certainty the community will be more orderly. The law is tasked with creating legal certainty because it aims at public order.[7] Adherents of positive legal theory assert "legal certainty" as the goal of law. According to their assumption of order or order, it is impossible to exist without definite lines of life behavior. Order will only exist if there is certainty and for legal certainty to be made in a definite form (written).[8]

According to Utrecht, legal certainty contains two understandings, namely first, the existence of general rules that make individuals know what actions can or cannot be done, and second, in the form of legal security for individuals from government security because with the existence of general rules individuals can know what can be imposed or done by the state on individuals.[9]

2. Basic Theory of International Trade Law

The fundamental principles known in international trade law were introduced by international trade law scholar Professor Aleksander Goldštajn. He introduced these three basic principles, namely (1) the principle of *freedom of the parties to contract*; (2) the principle of *pacta sunt servanda*; and (3) the principle of use of arbitration.[10]

Freedom of contract, in fact, is a universal principle in international trade law. Every legal system in the field of commercial law recognizes the freedom of these parties to make (international) trade contracts.[11] such freedom covers a fairly wide area of law. It

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

includes the freedom to perform the types of contracts that the parties agree on. It also includes the freedom to choose its trade dispute resolution forum. It also includes the freedom to choose which laws will apply to the contract, etc. This freedom must certainly not contradict the law, public interest, decency, decency, and other requirements set by each legal system.[12]

Pacta sunt servanda, is a principle that requires that an agreement or contract that has been signed must be executed properly (in good faith). This principle is also universal. Every legal system in the world respects this principle. Then, the use of the principle of **arbitration** seems to sound a bit odd. Nevertheless, Goldštajn's confession calls this principle not without good reason. Arbitration in international trade is an increasingly commonly used dispute resolution forum. Arbitration clauses have been increasingly included in trade contracts. Therefore, this third principle is indeed relevant.

3. Dispute Resolution Theory in International Trade

In international trade law, principles regarding the settlement of international trade disputes can be stated, such as the Principle of Agreement of the Parties (Consensus), the Principle of Freedom of Choice of Ways of Dispute Resolution, the Principle of Freedom of Choice of Law, the Principle of Good *Faith*, *the Principle of Exhaustion of Local Remedies* (determination of senketa submission in national courts first before going to international courts).[13]

RESEARCH METHODOLOGY

This type of research is normative law research *using* normative case studies in the form of legal behavior products. The subject of study is the law which is conceptualized as a norm or rule that applies in society and becomes a reference for everyone's behavior. So that normative legal research focuses on the inventory of positive law, legal principles and doctrines, legal findings in cases *in concreto,* legal systematics, levels of synchronization, comparative law and legal history.[14]

There are several approaches to legal research, with this approach researchers will get information from various aspects about the issues they are trying to find answers to. The approach method in this study is the approach to laws and regulations *(statue aproach).*[15] A normative research must certainly use a statutory approach, because what will be examined are various legal rules that are the focus as well as the central theme of a study.

In accordance with Soerjono Soekanto's opinion[16], normative legal research is research that includes research on legal principles, research on legal systematics, research on legal synchronization, legal history research, and comparative legal research, in order to answer legal problems or issues to be studied. Normative legal research examines legal rules or regulations as a system building related to a legal event. This research was conducted with the intention of providing legal argumentation as a basis for determining whether an event has been true or false according to law.[17]

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

The data collection method in this study is carried out by literature study, which is a way of collecting data by searching and reviewing library materials (literature, research results, scientific magazines, scientific bulletins, scientific journals etc.). Legal materials are collected through inventory procedures and identification of laws and regulations, as well as classification and systematization of legal materials according to research problems.[18]

RESEARCH RESULTS

Law Dispute Settlement between Importers and Exporters International Law Perspectives

Private international law is the sum total of legal rules and decisions that indicate the applicable legal system or what constitutes law, if relations and events between citizens at any given time show points of association with the legal systems and rules of two or more states, with differences in the spheres of power, place, person and matters. One of the most important elements to determine that a case falls within the scope of private international law is the points of association with the stelsels and the legal rules of two or more countries. These points of connection between two or more states are the basis for determining that a case is a matter that falls within the scope of private international law.[19]

Export-import import transaction is a trade transaction of goods or services that occurs between two parties, exporters and importers, who reside or cross the sea or land, it is not uncommon for complex problems to arise between entrepreneurs who have different languages, cultures, customs, and ways. International sale and purchase agreements (export-import business), which are always followed by several other contracts related to the principal agreement, basically reflect the complexity of the transaction, as well as the large number of parties involved. Some of the types of additional contracts include; First, a contract of carriage by sea or air, whereby goods are transferred from one country to another. Second, a contract regarding sea or air insurance, where the contract allows the parties to protect themselves from the risk of loss or loss of goods during the transfer process. Third, the contract on the transfer of goods by sea is called the Bill of Lading. Fourth, a contract in which a bank promises to pay on behalf of its customers in a remote transaction, known as an L/C contract.[20]

In international trade practices, cases often arise that question the country's laws that will be used in the event of a dispute. In this regard, if there is a dispute about the applicable law if it is not stipulated in the contract, then the rules of private international law (*choice of law*) are used. The term choice of law is more definitive than *party autonomy.* The term *party autonomy* is often misleadingly understood in international business law, leading to thinking in directions not actually covered by the term. The term autonomy (autonomous) implies the self-determination of the laws that must apply to them.[21] *Choice of* law in treaty law is the freedom given to the parties to choose for themselves the law to be used in the agreement.[22]

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

Regarding export-import transactions, it is not specifically regulated, either in the Civil Code or in the Trade Code. However, in general, the provisions in the Civil Code in Chapter V Book III and the provisions in the Trade Code still apply to Indonesia's export-import trade.[23] The initial process in buying and selling in the realm of international trade is a sales contract. *Sales contract* contains an agreement or agreement between the seller and the buyer in the form of documents containing their rights and obligations. The sale and purchase agreement contained in the sales contract is one form of agreement as stipulated in the Civil Code, the sale and purchase agreement is subject to the law of the agreement in general.[24]

Import export is a series of company activities that begin with an agreement. The agreement is the result of previous activities carried out by exporters and importers, namely in the form of supply and demand. The agreement is stated in a *sales contract* which is an agreement between the exporter and importer to trade goods in accordance with mutually agreed conditions and each party binds itself to carry out all obligations incurred. The contents of the export trade contract (*sales contract*) made by the company contain mutual agreements, namely the value of the price of goods, the number of goods, payment methods, shipping methods, shipping company names, bank names, insurance clauses, loading and unloading ports, as well as requested documents such as invoices*, packing lists,* B/L, PEB, and SKA. The content of a trade contract must meet the legal conditions of an agreement contained in article 1320 of the Civil Code, namely: the agreement of those who bind themselves, the ability to make an agreement, a certain thing, and a lawful cause. Agreement and proficiency are subjective requirements, while certain things and lawful causes are objective requirements.[25]

Dispute resolution in general is litigation and non-litigation. Litigation settlement **is the process of** resolving legal disputes in court where each disputing party has the same rights and obligations both to file a lawsuit and refute the claim through answers. Dispute resolution through litigation has advantages and disadvantages. The dispute resolution process through the courts results in an adversarial decision that has not been able to embrace common interests because it results in a *win-lose solution*. So that there will definitely be parties who win, the other party will lose, as a result there are those who feel satisfied and some who are not so that it can cause a new problem between the parties to the dispute. In transnational litigation*, the principle of actor sequitur forum rei* (where the defendant is located determines the place of court) is generally used to establish the jurisdiction of courts in local cases, but cannot always be used effectively, because connections in private international law cases are often established through other points of link, such as the execution of a contract or the place where a legal event occurs. International business contracts are always linked by more than one legal system.[26]

Meanwhile, non-litigation **settlement methods,** namely Alternative Dispute Resolution (APS) or *Alternative Dispute Resolution* (ADR), are mostly carried out by export actors as a way of resolving disputes outside the court. Many of the exporters avoid litigation because the reputation of the court is not conducive to the world of buying and selling,

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

especially international buying and selling. This method can also damage business relationships and from its nature is open to the public so that there is no guarantee of privacy for the parties.

Agreements in export activities, which are often called business contracts, are the main basis for building business relationships. Expertise in drafting contracts is needed to ensure success and reduce risks that can cause losses, especially to the exporter.[27] The ease of international civil contract relations in export activities often experiences obstacles if there is a dispute between them, for example one party does not fulfill its promises (achievements) resulting from various subject matters as explained in the section on the forms of problems. One solution to overcome this is that the parties can make legal choices so that they are expected to obtain a decision in the settlement of disputes arising in private international contracts that are satisfactory. One form of private international law relations is international business relations, this international business relationship can be interpreted as an activity that aims to obtain profits to business people that contain foreign elements (across national borders / involving more than one different country's legal system). Every business relationship requires a certainty to support the smooth running of the business venture, in which case the contract is commonly used to obtain certainty and protection of the interests of the parties.[28]

In International Trade Law there are several principles of dispute resolution, including:

1. The principle of agreement of the parties (consensus).
2. The Principle of Freedom of Choice of Ways of Resolving Disputes
3. The principle of freedom of choice of law.
4. The Principle of Good Faith.
5. Principle *of Exhaustion of Local Remidies*.

In addition to the principles of dispute settlement in international trade law, there are also dispute settlement forums or better known as ways to resolve international disputes, including:

1. Negotiation, negotiation settlement of disputes is the most important way because disputes that are resolved by negotiation guarantee no publicity or attract public attention.
2. Mediation, mediation dispute resolution that requires third parties or mediators (individuals, institutions and organizations or trade).
3. Conciliation, Settlement of disputes by conciliation, namely conciliation has similarities with mediation, this similarity is seen by equally requiring a third party in resolving disputes peacefully. The trial of a conciliation commission usually consists of two stages, namely the written stage and the oral stage. First, the dispute (the matter is described in writing) is submitted to the conciliation body. Then listen verbally from the parties.

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

4. Arbitration, dispute resolution through arbitration is the voluntary submission of a dispute to a neutral third party.
5. Courts (National and International), a possible method of resolving disputes other than the methods described above is through national or international courts.

Implementation of World Trade Organization Dispute Settlement Body Recommendations International Law Perspectives

International trade or can also be said to be trade between nations, first known on the European continent which then developed in Asia and Africa. States that are members of international trade activities also have the initiative to make laws that bind all other legal subjects (such as individuals and companies), bind legal objects and events that occur in their territory, including trade in their territory and also play a direct or indirect role in the formation of international trade organizations in the world such as the *General Agreement on Tariffs and Trade* (GATT), *World Trade Oragnization* (WTO*) International Trade Organization* (ITO), *United Nations Conference on Trade and Development* (UNCTAD), *International Chamber of Commerce* (ICC) and others.

GATT was valid until 1994, then in 1994 *the World Trade Organization* (WTO) was formed. The existence of the WTO here replaces several functions of GATT, as for the functions of the GATT itself, among others, as: 1. International trade organizations 2. Dispute resolution forum 3. Negotiation forum 4. The first to third functions of the GATT were replaced by the WTO, but the fourth function of the GATT was retained by the WTO as *umbrella rules*.

The WTO was established on January 1, 1995, based on the Marrakesh Agreement Establishing the World Trade Organization. The basic laws of the WTO can be divided into 5 categories, namely regulations regarding non-discrimination; regulations regarding market access; regulations regarding unfair trade; regulation of the relationship between trade liberalization and other social values and interests; and regulations on harmonization of national legal instruments in special fields. This means that it can be said that the function of the WTO is broader in scope as an international trade organization than the GATT which only regulates tariff-related issues.

The agreement is a contract between member countries that binds governments to comply with it in the implementation of trade policies in their respective countries. Although signed by the government, its main purpose is to assist producers of goods and services, exporters and importers in trade activities. The Government of Indonesia is one of the founding countries of the *World Trade 4 Organization* (WTO) and has ratified the WTO Establishment Agreement through Law Number 7 of 1994.

In carrying out trading activities, of course, there is a great potential for disputes to occur, even disputes. Usually, trade shocks that occur occur when there are trade policies that harm another country or contradict commitments at the WTO.

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

The dispute settlement process at the WTO, in general, consists of several stages, including:

1. Mandatory consultation between the parties to the dispute in order to reach a settlement agreed by the parties
2. Panel hearings;
3. Review appeals;
4. Implementation of recommendations and provisions endorsed by the *Dispute Settlement Body* (DSB). [29]

As a member of the International Trade Organization (WTO) in making a country must make a rule based on the principles of GATT/WTO. The principles of GATT in international trade are:

1. Most Favoured Nation (MFN) Principle. Trade policies should be implemented without discrimination. Under this principle, all Member States are bound to give other States equal treatment in the course of trade, export and import activities, as well as in regard to other costs.
2. Products from a country imported into a country should be treated the same as domestic products. This principle also applies to all other levies
3. Quantitative Restriction Prohibition Principle. Quantitative restrictions on import and export quotas of any kind. The basic provision of GATT is the prohibition of quantitative restrictions which is the biggest hurdle to GATT. Quantitative restrictions on exports and imports of any kind (e.g. export or import quotory restrictions, export or import licenses, and export or import controls), are generally prohibited (article IX). This is because of course this action can disrupt the course of international trade. In terms of its implementation, it can be done in terms of: first, to prevent the depletion of essential products in the exporting country. Second, to protect the domestic market, especially those related to agricultural and fishery products. Third, to secure, based on the escape clouse (article XIX), increase of *import* in the country to protect the threat of domestic products. Fourth, to protect its balance of foreign payments (article XII).
4. In principle, GATT only allows protection measures against the domestic industry through tariffs (raising the level of import duty rates) and not through other trade efforts (*non-tariff commercial measures*). Protection through these tariffs clearly shows the level of protection provided and still allows for healthy competition. As a policy to regulate the entry of export goods from abroad, the imposition of these tariffs is still allowed in GATT.
5. Reciprocity Principle This principle is a fundamental principle in GATT relations. This principle is evident in the opening of the GATT and applies in negotiations – tariff negotiations are based on reciprocity and benefit both parties.

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

6. About two-thirds of the countries that are members of the GATT are developing countries. To help their development progress, in 1965, a new section namely part IV containing three articles (articles XXXVI - XXXVIII) was added to the GATT which intended that these three articles could encourage industrialized countries to help the economic growth of developing countries. [30]

In this trade dispute settlement, the WTO also has institutions involved in resolving disputes that can be distinguished between political institutions, the Dispute Settlement Board (DSB), and two court-patterned institutions, an *ad hoc dispute resolution panel* and an Appellate Body (*Appellate Body*) which is permanent. DSB in organizing the dispute resolution system is authorized to:

a. Forming panels;

b. Ratify the report of the panel *and Appellate Body* (the recommendations and decisions of such reports are valid and binding);

c. Oversee the implementation of recommendations and decisions contained in the panel report and the *Appellate Body*.

d. Give the authority to terminate concessions and obligations contained in the provisions of covered *agreements* (or retaliate) if the WTO member state in dispute does not implement valid recommendations and decisions. [31]

Dispute Resolution Time at GATT/WTO is 1 (one) year, excluding appeals, with the following details:

a. Consultation, mediation, etc. for 60 days;

b. Panel Establishment and Appointment for 45 days;

c. Examination for 6 months;

d. Submission of Panel Report to the disputing parties for 6 months; 5. Submission of the Panel's Final Report to all WTO members for 3 weeks.

e. DSB certifies the report into a DSB Ruling for 60 days

The series of processes undertaken in dispute settlement at the WTO consist of 4 processes, including:

1. Mandatory Consultation between disputing parties to reach a settlement agreed by the parties

2. Application for Panel formation

3. WTO Appellate Body (*Appellate Body)*

4. Implementation and implementation of recommendations and provisions endorsed by DSB.[32]

Xi'an Shiyou Daxue Xuebao (Ziran Kexue Ban)/
Journal of Xi'an Shiyou University, Natural Sciences Edition
ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

CONCLUSION

The results showed that;

a. Import export is a series of company activities that begin with an agreement. The agreement is the result of previous activities carried out by exporters and importers, namely in the form of supply and demand. The agreement is stated in a *sales contract* which is an agreement between the exporter and importer to trade goods in accordance with mutually agreed conditions and each party binds itself to carry out all obligations incurred.

b. The series of processes undertaken in dispute settlement at the WTO consist of 4 processes, including: Compulsory Consultation between the disputing parties to reach a settlement agreed by the parties, Application for the establishment of a Panel, WTO Appellate Body (*Appellate Body), and* Implementation and implementation of recommendations and provisions endorsed by DSB.

Footnotes

1) Syahmin Ak, *International Commercial Law (*within the framework of analytical studies), (Jakarta: PT. Raja Grafindo, 2006), p. 357
2) Freddy Josep Pelawi, Dumping Allegation Advocacy Staff, Directorate of Trade Security, Directorate General of International Trade Cooperation, Ministry of Trade of the Republic of Indonesia.
3) Huala Adolf*, International Trade Law,* (Jakarta: PT Raja Grafindo Persada, 2005), p. 191
4) Dian Ediana RAE*, Multilateral Trade Forum,* (Jakarta: PPS MIH Untar, 2010), p. 1.
5) So far, the UN is better known as an international organization that is political. Chapter IX of the United Nations Charter actually contains specific rules for economic and social development and progress aimed, inter alia, to raising living standards and economic and social development
6) Huala Adolf*, International Trade Law*, (Jakarta: PT. Raja Grafindo Persada, 2006), p. 57
7) Sudikno Merttokusumo, *Knowing the Law (An Introduction*), Liberty, Yogyakarta, 1999, p. 58.
8) Lili Rasjidi, I.B. Wyasa Son*, Law as a System*, CV. Mandar Maju, Jakarta, 2003, p. 184.
9) Riduan Syarani, *Summary of the Essence of Legal Science*, Citra Adityia Bakti Publisher, Bandung, 1999, p. 23.
10) Aleksander Goldštajn, The New Law of Merchants, (1961) JBL 12
11) Clive M. Scmitthoff, Commercial Law in a Changing Economic Climate, (London: Sweet and Maxwell, 1981)
12) Huala Adolf, International Trade Law, (Jakarta: PT. Raja Grafindo Persada, 2006), pp. 15-16
13) *Ibid,* p. 18.
14) Abdul Kadir*, Law and Legal Research*, (Bandung: PT. The image of Aditya Bakti. 2004), p. 52.
15) Peter Mahmud Marzuki, *Legal Research*, (Jakarta: Kencana. 2008) p. 29.
16) Soerjono Soekanto. *Introduction to Legal Research*. Jakarta: University of Indonesia Press. 1983. p.51.

ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

17) Mukti Fajar and Yulianto Achmad, *Dualism of Normative and Empirical Legal Research*, Print IV, Yogyakarta, Student Library, 2017, p. 36.

18) Zainuddin Ali. Legal Research Methods. Ray Grafika. Jakarta. 2009. p. 105

19) Muhammad Ilham et al, "Juridical Study of Trade Contract Dispute Resolution in Private International Law Perspective", Restitution, Volume I Number 1, January – July 2019, p. 77

20) Bryan Artha &; Fitika Andraini, "Legal Protection of Exporters and Importers in Export-Import Transactions of Goods by Using L/C (Letter of Credit) as a Means of Payment", *Al-Manhaj: Journal of Islamic Law and Social Institutions* Volume 5 Number 2 (2023), p. 1628.

21) Abdul Gani Abdullah, Juridical View *of Conflict of Law and Choice of Law* in International Business Contracts. Banking and Central Banking Law Bulletin, 2005, Volume 3, Number 3, p. 655.

22) R. Subject. Law of Agreement, Bandung Alumni, 1987, p. 11.

23) Adrian Sutedi, Export-Import Law, (Jakarta: Raih Asa Sukses (Penebar Swadaya Grup, 2014), p. 39.

24) Ibid., p. 39.

25) Ida Bagus Wiyasa Putra, aspects of Private International law in international business transactions, Rafika Aditama, Bandung, pp. 73-74.

26) Chairul Anwar. 1999. International Trade Law. Jakarta: Novindo Pustaka Mandiri, p. 221.

27) Iswi Hariyani, Cita Yustisia, R. Serfiato D. Purnomo, Business Dispute Resolution, (Jakarta: PT Gramedia Pustaka Utama, 2018), p. 7

28) Jufianty, Trisna Putri &; Aris Munandar, "Settlement of Furniture Export Contracts Based on Private International Law Doctrin (Case Study in Jepara)", *Journal of Private Law, Faculty of Law, University of Mataram* Volume 1, Issue 2, June 2021, p. 203.

29) Your Farra Ai'n Hassanah, "Juridical Study of International Trade Agreements Related to Export Restrictions and Prohibitions by the World Trade Organization (WTO) (Study of Agreements between Indonesia and the European Union)", Scientific Journal of Law Students [JIMHUM] Vol 1 Number 4 December 2021, pp 5-6.

30) Muhammad Sood. 2012. International Trade Law. Jakarta: Rajawali Pers, p. 76.

31) Khafidhotul Ilmi, "International Relations between Indonesia and the European Union on Nickel Export Policy as an Economic Challenge", *Journal of Business and Economics Research (JBE),* Vol 3, No 2, June 2022, p. 182.

32) Hasan Basri, "Settlement of International Trade Disputes within the Framework of the WTO (World Trade Organization)," *Journal of Law Academia International Trade Dispute Settlement* 7 Year 2011

Bibliography

1) Abdul Gani Abdullah, Juridical View *of Conflict of Law and Choice of Law* in International Business Contracts. Banking and Central Banking Law Bulletin, 2005, Volume 3, Number 3.

2) Abdul Kadir, *Law and Legal Research*, (Bandung: PT. The image of Aditya Bakti. 2004).

3) Adrian Sutedi, Import Export Law, (Jakarta: Raih Asa Sukses (Penespreader Swadaya Grup, 2014)

4) Aleksander Goldštajn, the New Law of Merchants, (1961) JBL 12

5) Bryan Artha &; Fitika Andraini, "Legal Protection for Exporters and Importers in Goods Export Import Transactions Using L/C (Letter of Credit) as a Means of Payment", *Al-Manhaj: Journal of Islamic Law and Social Institutions* Volume 5 Number 2 (2023)

ISSN: 1673-064X
E-Publication: Online Open Access
Vol: 66 Issue 11 | 2023
DOI: 10.5281/zenodo.10203270

6) Chairul Anwar. 1999. International Trade Law. Jakarta: Novindo Pustaka Mandiri

7) Clive M. Scmitthoff, Commercial Law in a Changing Economic Climate, (London: Sweet and Maxwell, 1981)

8) Dian Ediana RAE*, Multilateral Trade Forum,* (Jakarta: PPS MIH Untar, 2010).

9) Freddy Josep Pelawi, Dumping Allegation Advocacy Staff, Directorate of Trade Security, Directorate General of International Trade Cooperation, Ministry of Trade of the Republic of Indonesia.

10) Hasan Basri, "Settlement of International Trade Disputes within the Framework of the WTO (World Trade Organization*)," Journal of Law Academia International Trade Dispute Settlement* 7 Year 2011

11) Huala Adolf*, International Trade Law,* (Jakarta: PT Raja Grafindo Persada, 2005).

12) Ida Bagus Wiyasa Putra, aspects of Private International law in international business transactions, Rafika Aditama, Bandung.

13) Iswi Hariyani, Cita Yustisia, R. Serfiato D. Purnomo, Business Dispute Resolution, (Jakarta: PT Gramedia Pustaka Utama, 2018)

14) Jufianty Trisna Putri &; Aris Munandar, "Settlement of Furniture Export Contracts Based on Private International Law Doctrin (Case Study in Jepara City)"*, Journal of Private Law, Faculty of Law, University of Mataram* Volume 1, Issue 2, June 2021.

15) Khafidhotul Ilmi, "International Relations between Indonesia and the European Union on Nickel Export Policy as an Economic Challenge", *Journal of Business and Economics Research (JBE),* Vol 3, No 2, June 2022.

16) Lili Rasjidi, I.B. Wyasa Son*, Law as a System*, CV. Mandar Maju, Jakarta, 2003

17) Muhammad Ilham et al, "Juridical Study of Trade Contract Dispute Resolution in Private International Law Perspective", Restitution, Volume I Number 1, January – July 2019

18) Muhammad Sood. 2012. International Trade Law. Jakarta: Rajawali Press.

19) Mukti Fajar and Yulianto Achmad, *Dualism of Normative and Empirical Legal Research*, Print IV, Yogyakarta, Student Library, 2017.

20) Nur Farra Ai'n Hassanah, "Juridical Study of International Trade Agreements Related to Export Restrictions and Prohibitions by the World Trade Organization (WTO) (Study of Agreements between Indonesia and the European Union)", Scientific Journal of Law Students [JIMHUM] Vol 1 Number 4 December 2021.

21) Peter Mahmud Marzuki, *Legal Research*, (Jakarta: Kencana. 2008)

22) R. Subject. Law of Agreement, Bandung Alumni, 1987.

23) Riduan Syarani, *Summary of the Essence of Legal Science*, Citra Adityia Bakti Publisher, Bandung, 1999.

24) Soerjono Soekanto. *Introduction to Legal Research*. Jakarta: University of Indonesia Press. 1983.

25) Sudikno Merttokusumo, *Knowing the Law (An Introduction*), Liberty, Yogyakarta, 1999.

26) Syahmin Ak, *International Commercial Law (*within the framework of analytical studies), (Jakarta: PT. Raja Grafindo, 2006)

27) Zainuddin Ali. Legal Research Methods. Ray Grafika. Jakarta. 2009.