

Sports Arbitration in Indonesia: Reconstructing an Independent Dispute Resolution Mechanism for Athlete–Club Conflicts

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Abstract

Disputes between professional athletes and sports clubs may involve contractual termination, unpaid remuneration, disciplinary sanctions, injuries, image rights, and other employment-related issues. Conventional litigation may be costly, time-consuming, and insufficiently responsive to the specialized characteristics of sports disputes. This article examines the feasibility of developing an independent sports arbitration mechanism in Indonesia for resolving athlete–club conflicts. Using normative juridical research, the study analyzes arbitration law, sports governance structures, athlete contracts, and international models of sports dispute resolution. The study identifies institutional challenges arising from the absence of a sufficiently independent and specialized mechanism capable of resolving disputes efficiently while protecting athletes from unequal bargaining power. The article proposes an Indonesian sports arbitration framework incorporating independent arbitrators, transparent appointment procedures, accessible proceedings, athlete representation, enforceable decisions, and appropriate emergency measures. Particular attention is given to the independence of the adjudicatory body from national federations and clubs, which is essential to prevent conflicts of interest. The proposed mechanism should also preserve athletes' access to ordinary courts where fundamental rights or non-arbitrable matters are involved. An independent sports arbitration institution could enhance legal certainty, reduce procedural delays, and provide a more credible justice mechanism for Indonesia's professional sports sector.

[Perselisihan antara atlet profesional dan klub olahraga dapat melibatkan pemutusan kontrak, remunerasi yang belum dibayar, sanksi disiplin, cedera, hak citra, dan masalah terkait ketenagakerjaan lainnya. Litigasi konvensional mungkin mahal, memakan waktu, dan kurang responsif terhadap karakteristik khusus perselisihan olahraga. Artikel ini mengkaji kelayakan pengembangan mekanisme arbitrase olahraga independen di Indonesia untuk menyelesaikan konflik atlet-klub. Dengan menggunakan penelitian yuridis normatif, studi ini menganalisis hukum arbitrase, struktur tata kelola olahraga, kontrak atlet, dan

model internasional penyelesaian sengketa olahraga. Studi ini mengidentifikasi tantangan kelembagaan yang muncul dari ketiadaan mekanisme yang cukup independen dan khusus yang mampu menyelesaikan sengketa secara efisien sekaligus melindungi atlet dari kekuatan tawar-menawar yang tidak setara. Artikel ini mengusulkan kerangka kerja arbitrase olahraga Indonesia yang menggabungkan arbiter independen, prosedur penunjukan yang transparan, proses yang mudah diakses, perwakilan atlet, keputusan yang dapat ditegakkan, dan tindakan darurat yang tepat. Perhatian khusus diberikan pada independensi badan pengadilan dari federasi dan klub nasional, yang sangat penting untuk mencegah konflik kepentingan. Mekanisme yang diusulkan juga harus menjaga akses atlet ke pengadilan biasa di mana hak-hak mendasar atau masalah yang tidak dapat diselesaikan melalui arbitrase terlibat. Lembaga arbitrase olahraga independen dapat meningkatkan kepastian hukum, mengurangi penundaan prosedural, dan menyediakan mekanisme keadilan yang lebih kredibel untuk sektor olahraga profesional Indonesia.]

Keywords: Sports arbitration, athlete–club disputes, dispute resolution, sports governance, arbitration law

Introduction

Professional sport has developed into a complex economic and regulatory sector in which athletes and clubs interact through contracts involving remuneration, performance obligations, disciplinary standards, transfer restrictions, medical care, image rights, insurance, and termination. As the commercial value of sport increases, disputes between athletes and clubs become increasingly multidimensional and may simultaneously involve contract law, employment law, sports regulations, and private regulatory rules. The distinctive characteristics of sport also create particular demands for dispute resolution. A dispute concerning an athlete's registration or eligibility, for example, may become practically meaningless if resolved only after the relevant competition has ended. Similarly, a dispute concerning unpaid remuneration or unlawful termination may require a specialized understanding of sporting contracts and industry practices. The central question is therefore whether conventional litigation alone is capable of providing timely and specialized justice, or whether Indonesia requires an independent sports arbitration mechanism capable of combining legal enforceability with sporting expertise.

Indonesian law already recognizes arbitration as a legitimate mechanism for resolving civil disputes. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution establishes the legal framework for arbitration based on a written agreement between parties. It regulates the jurisdiction of arbitral tribunals, arbitration agreements, appointment of arbitrators, proceedings, awards,

annulment, and enforcement. The statute consequently provides an important foundation for athlete–club arbitration where the dispute falls within the parties’ contractual autonomy and concerns rights that may legally be submitted to arbitration. Nevertheless, the existence of general arbitration legislation does not automatically create an effective sports-arbitration system. Professional sport involves institutional relationships that may place athletes in a structurally weaker bargaining position, while sports federations frequently exercise regulatory powers over registration and eligibility. These characteristics require a specialized institutional design capable of preserving arbitration’s advantages without allowing sporting organizations to dominate the adjudicative process.

The statutory framework for sport has also changed significantly following the enactment of Law Number 11 of 2022 concerning Sports. The statute replaced Law Number 3 of 2005 and establishes a broader framework for the administration, development, organization, and commercialization of sport. It recognizes the need for professional and sustainable sports management while integrating sports organizations into the national legal system. Government Regulation Number 46 of 2024 subsequently provides implementing rules concerning sports administration and expressly operates as part of the regulatory framework created by Law Number 11 of 2022. These developments create a stronger basis for reconsidering sports dispute resolution in Indonesia. However, statutory recognition of sports governance should not be interpreted as establishing unlimited autonomy for federations and clubs. Sports organizations remain subject to Indonesian law, and their dispute-resolution mechanisms must therefore be compatible with contractual freedom, mandatory legal norms, procedural fairness, and judicial supervision.

Previous scholarship has conceptualized sports arbitration as a central component of modern *lex sportiva*. Nafziger argues that the jurisprudence of the Court of Arbitration for Sport (CAS) has contributed to the development of specialized principles governing international sports disputes (Nafziger 2012). Foster similarly explains that CAS jurisprudence has generated a body of sports-specific legal principles that interacts with rules created by international sporting organizations (Foster 2006). De Oliveira demonstrates that sports contracts frequently incorporate arbitration clauses referring disputes to CAS and that the resulting jurisprudence contributes to the development of *lex sportiva* as a transnational regulatory order (de Oliveira 2017). These studies establish the importance of specialized arbitration but also reveal a fundamental institutional question: sports arbitration can only function legitimately when its adjudicative authority is sufficiently independent from the sporting bodies whose rules and decisions are being challenged.

The question of independence has received particular attention in comparative jurisprudence. In *Mutu and Pechstein v. Switzerland*, the European Court of Human Rights considered whether sports arbitration satisfied the requirements of an independent and impartial tribunal and emphasized the importance of procedural guarantees when arbitration is effectively compulsory for

athletes. The case is especially significant because athletes may have little practical choice but to accept an arbitration clause if participation in their chosen profession requires acceptance of the governing organization's regulations. In *Ali Rıza and Others v. Turkey*, the European Court of Human Rights subsequently identified structural problems in the Turkish Football Federation's arbitration system, particularly concerning institutional relationships between the governing body and its arbitration committee. These cases demonstrate that sports arbitration cannot be evaluated solely by reference to formal consent; its institutional architecture must also provide meaningful independence and impartiality.

This article employs normative juridical research using statutory, conceptual, and comparative approaches. The statutory approach examines Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Law Number 11 of 2022 concerning Sports, Government Regulation Number 46 of 2024, relevant provisions of Indonesian contract and employment law, and the constitutional framework concerning access to justice. The conceptual approach analyzes arbitration, party autonomy, institutional independence, procedural fairness, enforceability, proportionality, and *lex sportiva*. The comparative approach examines international sports-arbitration structures, particularly CAS and jurisprudence from the European Court of Human Rights. Comparative materials are not treated as automatically binding in Indonesia; rather, they are used to identify institutional principles capable of informing the design of an Indonesian mechanism. This methodology is appropriate because the proposed reform concerns the relationship between statutory law, private regulation, contracts, and specialized dispute resolution.

The contribution of this article is to propose an institutional reconstruction rather than merely advocating the establishment of another arbitral body. The central argument is that an Indonesian sports arbitration institution would be legitimate only if it is sufficiently independent from clubs, federations, leagues, sponsors, and other organizations whose decisions may become the subject of arbitration. Independence should extend to arbitrator appointment, financing, case administration, conflicts of interest, and appellate review. At the same time, the mechanism must recognize the structural vulnerability of athletes by providing accessible procedures, representation, emergency relief, transparent costs, and safeguards against compulsory arbitration clauses that effectively eliminate meaningful access to justice. The proposed model therefore seeks to combine the efficiency of arbitration with the constitutional and statutory values of fairness, legal certainty, and effective legal protection.

The Legal Foundation and Limits of Sports Arbitration in Indonesia

The legal foundation for sports arbitration begins with Law Number 30 of 1999, which establishes arbitration as a private adjudicative mechanism based upon agreement. The statute defines arbitration as the settlement of a civil dispute outside

the general courts based on an arbitration agreement made in writing by the disputing parties. Its contractual foundation is essential because arbitration represents a departure from ordinary judicial jurisdiction. Where an enforceable arbitration agreement exists, the parties generally intend to submit the dispute to arbitrators rather than ordinary courts. The principle reflects party autonomy, which remains one of the fundamental foundations of arbitration. Nevertheless, party autonomy is not absolute. The arbitration agreement must concern a dispute legally capable of being arbitrated, and the resulting award remains subject to the mandatory provisions of Indonesian arbitration law. In athlete–club relationships, this means that arbitration clauses should be carefully drafted to identify the contractual disputes covered without purporting to exclude mandatory statutory rights.

The application of Law Number 30 of 1999 to sports disputes is conceptually possible because many athlete–club conflicts are contractual and therefore civil in character. Disputes concerning unpaid salary, bonuses, contractual termination, performance obligations, compensation, or certain commercial rights may fall naturally within arbitration. However, not every sports dispute should automatically be characterized as arbitrable. Questions involving criminal liability, certain mandatory employment protections, public-law decisions, or matters reserved by statute to public authorities may exceed the legitimate scope of private arbitration. This distinction is particularly important because sports organizations often combine contractual and regulatory functions. A federation may regulate athlete eligibility while a club simultaneously employs the athlete. An arbitration clause in an employment contract should therefore not automatically confer jurisdiction over every regulatory decision affecting the athlete. The scope of arbitration must be determined by the legal character of the dispute and the parties' valid agreement.

The relationship between sports arbitration and *lex sportiva* further complicates the choice of applicable law. International sports arbitration often involves a combination of national contract law, federation regulations, general principles of law, and CAS jurisprudence. De Oliveira argues that CAS jurisprudence and sports-governing-body regulations have contributed to the development of *lex sportiva* as a transnational legal order (de Oliveira 2017). Springer Nafziger similarly identifies the jurisprudence of CAS as an important source of specialized legal principles governing sports disputes (Nafziger 2012). ResearchGate For Indonesia, however, the development of a domestic *lex sportiva* should not be understood as an invitation to replace Indonesian law with private sporting norms. Instead, sporting regulations should operate within the boundaries established by mandatory domestic law, while arbitral tribunals may use comparative sports jurisprudence to interpret sporting rules and contractual obligations.

The principle of party autonomy also requires careful reconsideration in professional sport because the bargaining position of athletes and clubs may be substantially unequal. In commercial arbitration, arbitration clauses are generally

justified by the assumption that sophisticated parties voluntarily select arbitration as an efficient dispute-resolution mechanism. The same assumption cannot always be made when an athlete is required to accept a federation's regulations or a club's standard-form contract as a condition of professional participation. *Mutu and Pechstein v. Switzerland* illustrates this difficulty. The European Court of Human Rights recognized that an arbitration system may become effectively compulsory where an athlete has no realistic professional alternative to accepting the governing body's arbitration rules. Comparative scholarship has consequently emphasized that sports arbitration must be assessed not only through formal consent but also through the practical circumstances surrounding that consent.

The Indonesian legal system should therefore distinguish between voluntary arbitration and structurally imposed arbitration. A clause individually negotiated between an established professional athlete and a club may provide stronger evidence of genuine consent than a mandatory arbitration provision incorporated through federation regulations. This distinction does not mean that mandatory sports arbitration is necessarily invalid. It means that compulsory arbitration should be accompanied by stronger procedural safeguards. Where the athlete cannot realistically reject arbitration without sacrificing the ability to participate professionally, the arbitral institution must provide heightened guarantees of independence, impartiality, accessibility, and procedural fairness. Arbitration should not become a mechanism through which the stronger party converts its regulatory power into a private exclusion of judicial protection.

Institutional Independence and the Problem of Federation-Controlled Arbitration

The most important institutional requirement for Indonesian sports arbitration is independence. A dispute-resolution mechanism cannot credibly protect athletes if its adjudicators are financially, administratively, or structurally dependent upon the federation, league, or clubs that may become parties to disputes. Independence must therefore be considered at both the institutional and individual levels. Institutional independence concerns the organizational relationship between the arbitral body and sports stakeholders, while individual independence concerns the relationship between an arbitrator and the parties in a particular dispute. Both dimensions are necessary because a formally separate institution may still lack genuine autonomy if its governing board, funding, arbitrator appointments, or case administration are controlled by sporting organizations.

The comparative experience of CAS demonstrates the complexity of this issue. CAS was established as a specialized sports dispute-resolution institution and has become a central forum for international sports arbitration. Its jurisprudence has played an important role in developing *lex sportiva*, while its specialized expertise provides an alternative to ordinary national courts. Yet its relationship with the Olympic Movement has generated recurring questions concerning structural

independence. In *Mutu and Pechstein*, the European Court of Human Rights ultimately accepted the structural independence of CAS for purposes of the specific claims before it, although the judgment also emphasized that compulsory sports arbitration must comply with relevant fair-hearing requirements. Scholarly debate has continued concerning the extent to which the institutional structure of sports arbitration adequately separates adjudicative power from the regulatory organizations whose decisions are being reviewed. The lesson for Indonesia is not to reproduce CAS mechanically but to design institutional separation deliberately from the beginning.

The reasoning in *Ali Rıza and Others v. Turkey* is even more directly relevant to the proposed Indonesian framework. The European Court of Human Rights examined the Turkish Football Federation Arbitration Committee and identified several structural relationships that raised concerns concerning independence and impartiality. Among the relevant factors were the relationship between federation governance and arbitration appointments, the absence of sufficient procedures for challenging arbitrators, and institutional dependence upon the governing structure. The decision demonstrates that independence cannot be established merely by declaring an arbitration committee to be “independent.” Structural arrangements must actually protect adjudicators against pressure from those who control the organization. For Indonesia, an arbitration body whose directors are appointed by national federations or clubs would therefore risk reproducing the very conflict that the mechanism is intended to resolve.

Appointment procedures are consequently central to institutional independence. Arbitrators should not be selected solely by the federation or league whose rules govern the dispute. A balanced appointment system could involve an independent governing council representing multiple constituencies, including athletes, clubs, legal professionals, and independent experts, with strict limitations preventing any single stakeholder group from controlling appointments. Arbitrator candidates should satisfy professional qualifications in arbitration, contract, employment, or sports law and should disclose potential conflicts of interest before appointment. Parties should possess a meaningful mechanism to challenge arbitrators where circumstances create reasonable doubts concerning independence or impartiality. These safeguards are consistent with broader principles of arbitral due process and comparative sports jurisprudence.

Financial independence is equally important. If an arbitral institution depends overwhelmingly upon funding from federations or clubs, athletes may reasonably perceive that the institution has an institutional interest in preserving the preferences of those stakeholders. Funding should therefore be diversified and subject to transparent governance. Arbitration fees should also be designed with athlete access in mind. A system with technically independent arbitrators but prohibitively expensive proceedings would provide only formal access to justice. Athlete–club disputes frequently involve individuals whose income may already be threatened by non-payment, suspension, or termination. A credible Indonesian mechanism

should therefore establish reduced fees, fee waivers, or institutional assistance for athletes demonstrating financial need. Accessibility is not merely an administrative consideration; it is part of substantive equality in dispute resolution.

Procedural Design, Athlete Protection, and Emergency Relief

The effectiveness of sports arbitration depends not only upon institutional independence but also upon procedural design. Professional sport operates according to competitive calendars, registration windows, transfer periods, and short athletic careers. A dispute that requires several years to resolve may produce an irreversible outcome even if the athlete ultimately prevails. Sports arbitration should therefore provide accelerated procedures for disputes requiring urgent determination. This does not mean sacrificing procedural fairness. Instead, the institution should establish differentiated procedures under which straightforward disputes can be resolved efficiently while complex cases receive appropriate opportunities for evidence, submissions, and hearings. Arbitration's principal advantage in sport should be the ability to deliver specialized and timely justice rather than merely replacing a public court with a private tribunal.

Emergency relief is particularly important in athlete–club disputes. Consider a club that suspends an athlete shortly before a major competition, refuses to register the athlete, or stops salary payments while alleging contractual misconduct. If the athlete must await a final arbitral award before obtaining relief, the practical value of arbitration may disappear. An Indonesian sports arbitration institution should therefore possess authority to issue provisional measures where necessary to prevent irreparable harm, preserve contractual rights, or maintain the status quo. Such measures could include temporary orders concerning registration, participation, payment of undisputed remuneration, preservation of evidence, or restrictions on contractual termination pending adjudication. The legal basis and limits of such measures must be carefully reconciled with Law Number 30 of 1999 and the jurisdiction of Indonesian courts.

Procedural accessibility should also include the right to representation. Athletes frequently possess specialized sporting expertise but may lack detailed knowledge of contract law, arbitration procedure, or federation regulations. Clubs, by contrast, may have access to professional lawyers, agents, administrators, and institutional resources. Without representation, formal equality may conceal significant practical inequality. An athlete should therefore be entitled to legal counsel or an authorized representative throughout the proceedings. The institution should also ensure that procedural documents are comprehensible and that deadlines do not operate disproportionately against parties with limited resources. These protections do not undermine arbitration's efficiency. Rather, they increase the reliability of awards by ensuring that both sides can present their cases effectively.

The tribunal should also have authority to examine the substance of contractual disputes while recognizing mandatory Indonesian law. A sports arbitrator deciding a contractual termination case should be able to examine whether the termination complied with the contract, whether the contractual provision was sufficiently clear, whether the parties acted in good faith, and whether the claimed sanction or compensation is legally and contractually justified. Where employment law establishes mandatory protections, those protections should not be waived merely through a private arbitration clause. This is particularly important because professional athletes may simultaneously be treated as independent sporting professionals, contractual service providers, or employees depending upon the factual and legal structure of their relationship with clubs. Arbitration should resolve disputes within the applicable legal framework rather than become an instrument for avoiding mandatory labor protections.

Reasoned awards should be mandatory. The tribunal should identify the facts established, contractual and regulatory provisions applied, legal reasoning, and remedy granted. Reason-giving performs an important accountability function because it allows the parties to understand the basis of the decision and provides a foundation for any legally available challenge. It also contributes to the development of consistent domestic sports jurisprudence. If decisions are systematically anonymized and published, future tribunals can develop coherent approaches to recurring disputes concerning salary, termination, injury, disciplinary sanctions, and contractual interpretation. Over time, this jurisprudence could form an Indonesian body of *lex sportiva* while remaining anchored in national law. Such development would reduce uncertainty and encourage clubs and athletes to draft clearer contracts.

Enforceability, Judicial Supervision, and the Proposed Indonesian Model

The credibility of sports arbitration ultimately depends upon whether its awards can be effectively enforced. Arbitration is not valuable merely because it produces specialized decisions; parties must have confidence that those decisions have binding legal consequences. Law Number 30 of 1999 provides the principal Indonesian framework for the binding force, registration, enforcement, and annulment of arbitral awards. Any sports arbitration institution therefore needs to operate within this statutory architecture rather than create an entirely autonomous enforcement regime. Where the seat of arbitration is Indonesia and the dispute falls within the statute, the award should be enforceable according to Indonesian arbitration law. Where international elements exist, the institution should also consider the framework established by the New York Convention and Indonesian law concerning recognition and enforcement of foreign arbitral awards.

Judicial supervision should not be understood as a threat to sports arbitration. Arbitration necessarily operates through a relationship with the courts because

national law determines the enforceability of arbitration agreements and awards, supports interim measures in appropriate circumstances, and establishes limited grounds for judicial intervention. The objective should therefore be to create a complementary relationship between arbitration and ordinary courts. Courts should not routinely reconsider the merits of arbitral decisions, because excessive judicial review would undermine the efficiency and finality that justify arbitration. At the same time, courts must retain authority where the arbitration agreement is invalid, the dispute is non-arbitrable, procedural fairness has fundamentally failed, or statutory grounds for annulment or refusal of enforcement are satisfied.

The proposed institution should therefore adopt a dual-access model. Ordinary contractual disputes that fall within a valid arbitration agreement would ordinarily proceed through sports arbitration. However, athletes should retain access to ordinary courts for matters that cannot legally be submitted to arbitration or where mandatory statutory rights are directly implicated. This principle is particularly important in employment-related disputes. The existence of an arbitration clause should not automatically extinguish every possible judicial remedy where Indonesian law treats a particular right as mandatory or non-arbitrable. A carefully designed system could therefore prevent jurisdictional conflict by defining the categories of disputes eligible for sports arbitration while expressly preserving judicial jurisdiction over matters outside that category.

The institutional model should also separate rule-making, administration, investigation, and adjudication. A federation may continue to regulate its sport and establish substantive rules, but it should not control the arbitral institution that reviews disputes arising from those rules. The arbitration institution should possess its own administrative governance, independent appointment procedures, transparent financial arrangements, and conflict-of-interest standards. Arbitrators should be selected from a professional roster maintained independently from the federation. Athlete and club representatives may participate in institutional governance, but no stakeholder group should possess unilateral control. This separation of powers would address the principal institutional weakness identified by comparative sports jurisprudence: the danger that an organization exercising regulatory power also becomes the final judge of disputes arising from its own regulatory decisions.

The proposed system should also distinguish between domestic and international sports disputes. Domestic athlete–club disputes should generally be governed by Indonesian law and administered through an Indonesian sports arbitration institution. International disputes involving foreign athletes, clubs, or federations may require different procedural arrangements, including choice-of-law clauses, international arbitration rules, and recognition under the New York Convention. Nevertheless, the domestic institution could develop cooperation agreements with established international sports-dispute bodies and maintain panels with expertise in international sports law. This approach would allow Indonesia to develop institutional capacity without attempting to duplicate the

entire infrastructure of CAS. It would also position Indonesian sports arbitration as a credible regional mechanism for disputes connected to Southeast Asian professional sport.

The institutional reconstruction proposed here is therefore not simply the creation of a new arbitral center. It is a redistribution of adjudicative authority within Indonesian sports governance. The institution should be legally separate from federations and clubs, financially transparent, professionally staffed, and accessible to athletes. Its rules should provide for arbitration agreements, jurisdiction, appointment and challenge of arbitrators, representation, evidence, expedited procedures, emergency relief, hearings, reasoned awards, confidentiality where justified, publication of anonymized decisions, costs, and enforcement. The system should also establish a clear relationship with ordinary courts and existing arbitration institutions. Such design would transform sports arbitration from a procedural clause embedded in athlete contracts into a genuine institution capable of providing independent and specialized justice.

The strongest justification for this model is that professional athletes require effective dispute resolution precisely because their careers are time-sensitive and economically vulnerable. A football player suspended for twelve months cannot necessarily recover the lost value of the season through litigation several years later. An athlete whose contract is unlawfully terminated may lose training access, competition eligibility, sponsorship opportunities, and career momentum before a final judgment is delivered. Arbitration can address these problems through specialization, expedited procedures, and emergency relief, but only if the institution is trusted. Independence is therefore not an abstract institutional virtue; it determines whether athletes and clubs will regard arbitration as a legitimate source of justice. The Indonesian system should consequently pursue a model in which speed and expertise are balanced by independence, fairness, enforceability, and access to judicial safeguards.

Conclusion

Indonesia possesses the basic legal infrastructure necessary to develop sports arbitration, particularly through Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and the contemporary sports-governance framework established by Law Number 11 of 2022 and Government Regulation Number 46 of 2024. Nevertheless, the existence of general arbitration legislation does not by itself resolve the institutional problems associated with athlete–club conflicts. Professional sports disputes are characterized by specialized rules, urgent timelines, unequal bargaining positions, and the involvement of private organizations possessing substantial regulatory authority. These circumstances require more than a conventional contractual arbitration clause. They require an institution capable of providing specialized expertise without becoming dependent upon the very organizations whose decisions may be challenged. Comparative

jurisprudence concerning CAS and the Turkish Football Federation demonstrates that independence, impartiality, procedural fairness, and meaningful access to justice are essential conditions for the legitimacy of sports arbitration. The Indonesian challenge is therefore not whether arbitration should exist, but how it should be institutionally reconstructed.

An Indonesian sports arbitration institution should be structurally independent from national federations, clubs, leagues, and other interested stakeholders, while remaining legally integrated into the national arbitration system. Arbitrator appointments should be transparent and balanced, conflicts of interest should be disclosed and challengeable, and athletes should have meaningful access to legal representation and affordable procedures. The institution should provide expedited proceedings and emergency measures for disputes in which delay could irreparably damage an athlete's career, while maintaining full procedural fairness in substantive adjudication. Awards should be reasoned, enforceable, and subject only to the judicial supervision permitted by Indonesian law. Most importantly, arbitration should not eliminate access to ordinary courts for non-arbitrable disputes or mandatory legal rights. Properly designed, sports arbitration would not undermine the autonomy of Indonesian sport. It would strengthen that autonomy by providing a credible legal institution through which clubs and athletes can resolve conflicts according to specialized expertise, procedural fairness, and the rule of law.

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