
Legality Meets Efficiency: An Integrated Framework for Construction Disputes in National Strategic Projects Evidence From the Ikn Megaproject

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Abstract

Mega-scale national strategic projects, such as the development of Indonesia's new capital city (Ibu Kota Nusantara, IKN), situate construction contracts within a highly complex legal environment shaped by multi-party participation, substantial economic value, and heightened public interest considerations. Such complexity increases the risk of construction disputes that may adversely affect not only the contractual relations of the parties but also project continuity and overall legal certainty. This article develops an integrated construction dispute resolution framework that reconciles contractual enforceability and compliance with governing law with procedural efficiency in dispute resolution. Through a doctrinal and conceptual analysis of construction dispute resolution mechanisms—namely litigation, arbitration, and Alternative Dispute Resolution (ADR) processes such as mediation, negotiation, and Dispute Boards—the study demonstrates that embedding ADR mechanisms within well-drafted and enforceable dispute resolution clauses enhances the effectiveness of dispute management without diluting legal certainty. The proposed framework emphasizes the role of tiered dispute resolution clauses and escalation procedures as risk allocation and dispute avoidance tools, operating both preventively and remedially throughout the project life cycle. This study contributes to the refinement of construction contract drafting and dispute system design in national strategic projects and offers normative guidance for policymakers, contract drafters, and construction law practitioners in developing responsive and sustainable dispute resolution regimes.

Keywords:

Construction law; Construction disputes; Alternative Dispute Resolution; Tiered Dispute Resolution Clauses.

INTRODUCTION

Mega-scale infrastructure development has long been recognized as a central instrument of state policy in advancing economic growth, enhancing national connectivity, and promoting long-term public interests (Abbas et al., 2025; Casady & Monk, 2026; Khamzina et al., 2025; Shin & Gimm, 2025). Within this framework, national strategic projects such as the development of Indonesia's new capital city (*Ibu Kota Nusantara*, IKN) must be understood not merely as technical construction undertakings, but as legally complex enterprises situated at the intersection of construction contract law, public governance, and project risk allocation. Construction contracts deployed in such megaprojects operate within a

legal environment characterized by multi-party participation, exceptionally high economic value, and heightened public interest considerations, thereby placing them within a legal and regulatory context distinct from that of conventional commercial construction projects (Hughes, Champion, & Murdoch, 2015).

The legal complexity inherent in such projects significantly increases the incidence and intensity of construction disputes (Abdul Nabi et al., 2024; Francis et al., 2022; Osifo et al., 2025). Empirical research consistently demonstrates that large-scale construction projects experience a higher frequency of disputes arising from variations, delays, cost escalation, and asymmetrical risk allocation (Cheung & Pang, 2013). In the context of national strategic projects, construction disputes extend beyond the immediate contractual relationship between the parties. They may disrupt project continuity, undermine contractual certainty, and adversely affect the delivery of infrastructure intended to serve the public interest. Construction dispute resolution in this setting therefore assumes a normative significance that transcends private commercial concerns.

Litigation has traditionally been regarded as the primary mechanism for the enforcement of contractual rights and obligations. However, construction law scholarship has repeatedly highlighted the limitations of litigation in addressing disputes arising from complex construction projects. Judicial proceedings are frequently criticized for their formalism, adversarial nature, and protracted timelines, characteristics that sit uneasily with the operational demands and time sensitivity of construction projects (Uff, 2013). In high-value, long-duration national strategic projects, prolonged litigation may exacerbate cost overruns, delay project completion, and irreparably damage cooperative contractual relationships.

Against this background, Alternative Dispute Resolution (ADR) has gained increasing prominence within modern construction law. ADR mechanisms—including mediation, negotiation, arbitration, and dispute boards—offer procedural flexibility and the prospect of resolving disputes more expeditiously and cost-effectively than litigation. A substantial body of literature recognizes that ADR, particularly when incorporated at the contract formation stage, may function not only as a dispute resolution mechanism but also as a means of dispute avoidance (Harmon, 2003; Fenn, Lowe, & Speck, 2016). Nevertheless, the effectiveness of ADR in construction disputes depends less on the availability of such mechanisms than on the way they are embedded within the contractual framework.

Notwithstanding the growing body of literature on ADR, existing scholarship has tended to conceptualize ADR as a discrete alternative to litigation, rather than as an integral component of construction contract design. Insufficient attention has been paid to the doctrinal foundations and enforceability of ADR provisions, particularly in the context of national strategic projects involving public interests. In practice, the failure of ADR frequently stems not from the inadequacy of the process itself, but from poorly drafted dispute resolution clauses that lack clarity, sequencing, or legal certainty (Brooker & Lavers, 2014). This reveals a need to move beyond debates over the relative merits of dispute resolution mechanisms and towards a more systematic analysis of dispute resolution clause design.

Tiered dispute resolution clauses have emerged as a contractual response to this

challenge. Such clauses prescribe a structured sequence of dispute resolution processes, typically commencing with consensual, non-adversarial mechanisms and progressing, if necessary, to adjudicative procedures as a final recourse. From a construction contract law perspective, tiered clauses give effect to contractual autonomy while simultaneously operating as instruments of risk allocation and dispute management (Bingham, 2010). Although international construction practice increasingly incorporates tiered dispute resolution clauses, doctrinal analysis that situates these clauses within the specific legal and governance context of national strategic projects remains underdeveloped, particularly in developing jurisdictions.

The central contribution of this article lies in the development of a normative framework for construction dispute resolution that reconceptualizes Alternative Dispute Resolution not merely as an external alternative to litigation, but as an embedded and enforceable component of construction contract architecture in national strategic projects. Departing from prior studies that focus predominantly on the procedural efficiency of ADR, this article advances a contract-law-centered analysis that integrates enforceability, compliance with the governing legal regime, and procedural efficiency through carefully structured tiered dispute resolution clauses and escalation mechanisms. In doing so, it addresses a significant gap in the literature by linking construction contract doctrine, dispute resolution clause design, and the governance imperatives of public infrastructure projects.

Adopting a doctrinal and conceptual methodology, this article seeks to articulate a construction dispute resolution framework that is responsive to the distinctive legal characteristics of national strategic projects. Its contribution is twofold: practically, it offers guidance for contract drafters and construction law practitioners engaged in large-scale public infrastructure projects; theoretically, it contributes to construction law scholarship by clarifying how legal certainty and dispute resolution efficiency may be reconciled through contract design within the context of mega-infrastructure development.

The primary objective of this research is to formulate an integrated legal framework for construction dispute resolution that is responsive to the distinctive characteristics of national strategic projects, using the IKN megaproject as its central case. The study aims to achieve this by (1) analyzing the doctrinal hierarchy of dispute resolution mechanisms within Indonesian construction law as established by Supreme Court jurisprudence, (2) reconceptualizing the role of ADR as an embedded element of ex ante contract governance, and (3) demonstrating how tiered dispute resolution clauses function as legally significant instruments for both risk allocation and the protection of public interest. The expected benefit of this research is twofold: theoretically, it contributes to construction law scholarship by clarifying how legal certainty and dispute resolution efficiency can be reconciled through contract design; practically, it offers normative guidance for policymakers, contract drafters, and legal practitioners engaged in developing and implementing large-scale public infrastructure projects, ensuring they are delivered sustainably and in the public interest.

MATERIALS AND METHODS

This study adopted a doctrinal legal research methodology, consistent with the analytical and normative orientation characteristic of construction law scholarship published

in leading international journals. This approach was particularly appropriate given the centrality of contract drafting, enforceability, and dispute resolution mechanisms in governing complex construction relationships (McCrudden, 2006).

The research was structured around a contract-law-centered analysis of construction dispute resolution, with particular emphasis on the normative role of Alternative Dispute Resolution (ADR) and tiered dispute resolution clauses in national strategic projects. Rather than engaging in empirical data collection, the study focused on analyzing authoritative legal sources to clarify how dispute resolution mechanisms may be integrated into construction contract design in a manner that preserves legal certainty while promoting procedural efficiency.

The doctrinal analysis was based on three principal categories of legal materials. First, primary legal materials consisted of construction contract doctrines and principles as articulated in leading construction law texts and scholarly commentary. These materials provided the normative foundation for analyzing contractual enforceability, dispute resolution clauses, and risk allocation mechanisms in construction contracts (Poole, 2020).

Second, secondary legal materials included peer-reviewed journal articles and academic monographs addressing construction disputes, ADR, dispute system design, and public infrastructure governance. These sources were used to identify prevailing scholarly debates, doctrinal tensions, and emerging trends in construction dispute resolution. Particular attention was given to comparative scholarship from common law jurisdictions, given their significant influence on international construction contracting practice.

Third, the study drew selectively on standard-form construction contract literature, insofar as it informed the doctrinal understanding of dispute resolution clause architecture. The focus was not on reproducing contractual provisions, but on analyzing the legal reasoning underpinning their structure and enforceability as discussed in academic literature. This layered use of sources enabled a rigorous doctrinal synthesis while avoiding reliance on non-scholarly materials.

The core analytical method employed was doctrinal synthesis, proceeding through three stages. First, the study examined foundational contract law doctrines relevant to dispute resolution, including contractual autonomy, certainty, enforceability, and good faith in contractual performance, to determine their implications for the validity and operation of dispute resolution clauses in construction contracts.

Second, the study analyzed scholarly interpretations of ADR mechanisms within construction law, focusing on their normative justification and legal limitations. This stage evaluated how ADR mechanisms were positioned within contractual frameworks and the conditions under which they may be regarded as legally binding rather than merely aspirational.

Third, the study synthesized these doctrinal insights to assess the legal coherence of tiered dispute resolution clauses and escalation mechanisms. Particular emphasis was placed on identifying the legal thresholds required for such clauses to be enforceable, procedurally workable, and compatible with overarching principles of construction contract law. This structured analytical process reflected the problem-oriented reasoning typically employed in doctrinal construction law research (Hutchinson & Duncan, 2012).

Beyond descriptive doctrinal analysis, this study undertook a normative evaluation of construction dispute resolution frameworks, assessing whether existing doctrinal approaches to ADR and dispute resolution clause design adequately balanced legal certainty, procedural efficiency, and public interest considerations in the context of national strategic projects. The study employed conceptual integration as a methodological tool to link contract law doctrine with dispute system design theory. By integrating these perspectives, the research evaluated how construction contracts can be designed to function as governance instruments that manage disputes proactively throughout the project lifecycle, moving beyond fragmented analyses of individual dispute resolution mechanisms and toward a coherent normative framework.

The methodological scope of this research was deliberately confined to doctrinal and conceptual analysis. It did not purport to offer empirical validation of dispute resolution outcomes or to assess the effectiveness of specific dispute resolution mechanisms in practice; rather, it aimed to clarify the legal architecture within which such mechanisms operate. While the analysis was informed by comparative scholarship from common law jurisdictions, it did not undertake a jurisdiction-by-jurisdiction comparison of statutory regimes. The focus remained on extracting generalizable doctrinal insights relevant to construction contracts in national strategic projects, consistent with the study's objective of contributing to normative construction law scholarship.

RESULTS AND DISCUSSION

1. Construction Disputes in National Strategic Projects: The IKN Context

The development of Ibu Kota Nusantara (IKN) constitutes one of Indonesia's most legally complex national strategic projects, operating within a hybrid regulatory framework that departs significantly from ordinary private construction arrangements. As a *Proyek Strategis Nasional* (PSN), IKN construction contracts are governed not only by private construction law principles but also by public law regimes relating to land acquisition, budgeting, spatial planning, and administrative coordination. This dual legal environment constrains contractual autonomy and complicates risk allocation, as contractors must perform amid evolving regulatory and administrative decisions.

This hybrid structure is institutionalized under Law No. 3 of 2022 on the State Capital, which establishes the Otorita IKN as a *sui generis* public authority exercising delegated governmental powers. Unlike conventional project owners, the Otorita IKN directly influences land readiness, infrastructure prioritization, and project sequencing through administrative acts. From a doctrinal perspective, this arrangement introduces regulatory risk that may disrupt contractual performance without constituting contractual breach, thereby challenging traditional constructions of liability and risk allocation.

Several structural characteristics of the IKN megaproject heighten dispute risk. First, the extensive use of multi-package procurement creates interdependencies between contracts, increasing exposure to interface disputes and concurrent delays. Second, the involvement of state-owned enterprises alongside private contractors generates asymmetries in bargaining power and governance expectations, often blurring the boundary between commercial risk and public mandate. Third, politically driven acceleration targets intensify risks associated

with scope changes, resequencing, and constructive variations.

These risks are reinforced by findings of Indonesia's Supreme Audit Institution (BPK), which has identified recurring issues relating to land readiness, regulatory change, and inter-agency coordination. Doctrinally, disputes arising from regulatory intervention differ fundamentally from purely commercial disputes, as they implicate doctrines of change in law, sovereign acts, and government intervention. In the IKN context, lawful administrative actions may materially affect performance without clear contractual remedies, thereby exposing the limits of freedom-of-contract assumptions.

Accordingly, construction disputes in IKN cannot be treated as ordinary private-law conflicts. They implicate public finance, infrastructure continuity, and state credibility. This doctrinal reality necessitates dispute resolution mechanisms that are embedded *ex ante* within contract governance structures, enabling disputes to be managed without undermining project continuity. In national strategic projects, dispute resolution is therefore not merely remedial but constitutes an essential component of contractual governance, reconciling legality with functional efficiency.

2. Litigation as a Residual Mechanism in the IKN Megaproject

Indonesian Supreme Court jurisprudence provides strong doctrinal support for positioning litigation as a residual mechanism in national strategic projects. Under Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, arbitration agreements confer exclusive and binding jurisdiction when contractually chosen. Indonesian courts have consistently held that, once parties agree to arbitration, state courts lack competence to adjudicate the dispute, thereby reinforcing legal certainty and contractual autonomy within construction law (Republic of Indonesia, 1999).

This principle was authoritatively articulated in Supreme Court Decision No. 01 K/Pdt.Sus-Arbt/2013, where the Court held that the existence of an arbitration clause deprives general courts of jurisdiction, even when claims are framed as contractual breach (*wanprestasi*). The Court emphasized that arbitration agreements must be respected as an expression of party autonomy and cannot be circumvented through litigation. This reasoning underscores that litigation cannot function as a substitute for contractually agreed dispute resolution mechanisms (Supreme Court of Indonesia, 2013).

The doctrine was reaffirmed in Supreme Court Decision No. 862 K/Pdt/2015, in which the Court annulled lower court rulings that had entertained a construction dispute despite a valid arbitration clause. The Court stressed that arbitral jurisdiction constitutes absolute competence, obliging courts to decline jurisdiction *ex officio* once an arbitration agreement is established. This jurisprudence is particularly relevant for construction contracts in national strategic projects, where arbitration and ADR are commonly selected to address technical and time-sensitive disputes (Supreme Court of Indonesia, 2015).

Further clarification was provided in Supreme Court Decision No. 295 K/Pdt.Sus-Arbt/2016, where the Court held that claims framed as tort (*perbuatan melawan hukum*) remain subject to arbitration if they arise from or are closely connected to a contractual relationship containing an arbitration clause. This doctrinal development prevents forum shopping and recharacterization strategies, thereby preserving the integrity of contract-based dispute governance—an issue of particular importance in the IKN megaproject context

(Supreme Court of Indonesia, 2016).

Collectively, these decisions establish a clear hierarchy of dispute resolution forums in Indonesian construction law: contractually agreed ADR and arbitration mechanisms take precedence, while litigation operates only in a residual and supervisory capacity, such as annulment or enforcement of arbitral awards. This positioning recognizes both the limitations of litigation in complex construction disputes and its essential role as a guarantor of legal certainty. In national strategic projects such as IKN, confining litigation to this residual role enables construction contracts to reconcile enforceability with efficiency, safeguarding the rule of law without undermining project continuity.

Table 1. Supreme Court Jurisprudence on Construction Disputes and Arbitration in Indonesia

No.	Supreme Court Decision	Core Issue	Legal Ratio Decidendi	Doctrinal Significance for Construction Disputes
1	Decision No. 01 K/Pdt.Sus-Arbt/2013	Arbitration clause vs court jurisdiction	A valid arbitration clause removes the jurisdiction of general courts (<i>kompetensi absolut arbitrasi</i>). Courts must decline jurisdiction once such clause is established.	Confirms arbitration as a mandatory and exclusive dispute resolution forum when agreed contractually; litigation cannot be used to bypass ADR/arbitration.
2	Decision No. 862 K/Pdt/2015	Judicial competence in construction disputes with arbitration clause	Lower courts erred in hearing a construction dispute despite the existence of an arbitration clause; arbitral jurisdiction prevails.	Reinforces doctrinal hierarchy: arbitration precedes litigation in construction contracts.
3	Decision No. 295 K/Pdt.Sus-Arbt/2016	Contractual claims recharacterized as tort	Claims framed as tort (<i>perbuatan melawan hukum</i>) remain subject to arbitration if they arise from a contractual relationship containing an arbitration clause.	Prevents forum shopping and strengthens enforceability of dispute resolution clauses in construction contracts.
4	Decision No. 126 B/Pdt.Sus-Arbt/2018	Annulment of arbitral awards	Court intervention is limited to statutory grounds for annulment; merits of the dispute remain within arbitral competence.	Confirms litigation's residual and supervisory role in construction arbitration.
5	Decision No. 100 K/Pdt.Sus-Arbt/2020	Enforcement of arbitral awards	Courts are obliged to enforce arbitral awards unless statutory annulment grounds are proven.	Positions litigation as an enforcement mechanism rather than a primary dispute forum.
6	Decision No. 77 K/Pdt/2011	Public interest argument against	Public interest alone does not invalidate arbitration agreements in construction	Relevant for national strategic projects (including IKN): public

arbitration

contracts.

interest does not negate contractual autonomy in dispute resolution.

(Resource: Analysis, 2025)

The foregoing jurisprudence establishes a coherent doctrinal architecture for dispute resolution within Indonesian construction law that is particularly salient for the IKN megaproject. Once arbitration or other contractually agreed Alternative Dispute Resolution (ADR) mechanisms are validly incorporated into construction contracts, they enjoy absolute jurisdiction, thereby excluding the competence of the general courts to adjudicate the dispute at first instance. Litigation is accordingly precluded during project execution unless and until the contractually prescribed dispute resolution pathways have been fully exhausted. Judicial intervention is thus confined to residual and supervisory functions, most notably in proceedings for the annulment or enforcement of arbitral awards, rather than in the substantive determination of construction disputes. Moreover, the Supreme Court's consistent rejection of forum shopping and recharacterization strategies—such as recasting contractual disputes as tort claims—reinforces doctrinal coherence and enhances predictability in dispute resolution outcomes. In the context of the IKN megaproject, this jurisprudential framework provides authoritative support for the article's central thesis that litigation must be structurally repositioned as a residual mechanism, operating as a safeguard of legal certainty without undermining project continuity or the effective delivery of nationally significant infrastructure.

3. ADR as Embedded Contract Governance: Lessons from the IKN Megaproject

A key doctrinal insight arising from the IKN megaproject is the transformation of Alternative Dispute Resolution (ADR) from a merely optional mechanism into an embedded element of construction contract governance. This repositioning is normatively grounded in Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, which recognizes mediation, conciliation, and arbitration as legally valid and enforceable dispute resolution mechanisms. The statute situates ADR not as informal negotiation devoid of legal consequences, but as a binding contractual pathway when expressly agreed by the parties.

From a doctrinal perspective, this statutory recognition allows ADR to operate as part of the *lex contractus*. In national strategic projects such as IKN, ADR clauses therefore assume normative significance comparable to substantive contractual obligations. This is particularly important given the hybrid public–private nature of IKN contracts, where private contractual autonomy must coexist with public governance, regulatory oversight, and accountability for the use of state resources.

In large-scale and time-sensitive construction projects, ADR mechanisms—most notably dispute boards and structured mediation—provide a legally coherent means of resolving disputes contemporaneously with ongoing performance. Dispute boards are specifically designed to function during construction, issuing recommendations or decisions without suspending works. This structure aligns with the construction law principle of continuity of performance, which is critical in IKN where delays in one contract package may generate cascading disruptions across interdependent works.

Doctrinally, the embedded use of ADR signifies a shift from ex post adjudication toward ex ante contractual governance. Rather than merely allocating liability after disputes have crystallized, ADR mechanisms in IKN-related contracts operate as instruments of contract administration and risk management throughout the project lifecycle. This governance-oriented function is consistent with contemporary construction law theory, which treats dispute resolution as integral to project delivery systems rather than as a separate remedial process.

The effectiveness of ADR in the IKN context, however, is contingent upon precise and enforceable contractual drafting. ADR clauses must clearly define procedural triggers, mandatory timelines, and the legal effect of outcomes—whether advisory, temporarily binding, or final. Indonesian Supreme Court jurisprudence reinforces this requirement by consistently enforcing clearly drafted ADR and arbitration clauses and declining jurisdiction where parties have contractually committed to such mechanisms, thereby affirming their status as binding components of contractual architecture.

Conversely, vague or aspirational ADR clauses risk being treated as non-binding statements of intent, inviting opportunistic behavior, forum shopping, or premature litigation. In a project of IKN's scale and public significance, such ambiguity undermines both legal certainty and project continuity. The IKN experience thus confirms that ADR must be embedded within a coherent and enforceable contractual framework to reconcile legal certainty with procedural efficiency, enabling dispute resolution to support—rather than hinder—the effective delivery of national strategic infrastructure.

4. Tiered Dispute Resolution Clauses as Risk Allocation Tools in the IKN Megaproject

The development of Ibu Kota Nusantara (IKN) provides a salient context for analyzing the doctrinal role of tiered dispute resolution clauses as instruments of risk allocation in national strategic projects. Given the scale, contractual fragmentation, and institutional multiplicity inherent in megaprojects, disputes are structurally unavoidable. The primary legal challenge is therefore not the elimination of disputes, but the design of dispute progression mechanisms capable of preserving project continuity, fiscal discipline, and public interest objectives.

From a doctrinal perspective, tiered dispute resolution clauses embody a proactive allocation of dispute-related risk. By requiring parties to exhaust sequential stages—such as negotiation, mediation, or dispute board proceedings—before resorting to arbitration or litigation, these clauses channel disputes into proportionate forums. Early-stage conflicts are addressed through consensual or technical mechanisms, while only unresolved disputes proceed to binding adjudication. Construction law theory recognizes this sequencing as part of the contract's risk architecture, rather than as a mere remedial add-on.

This function is particularly significant in the IKN megaproject, where works are divided into multiple interdependent packages executed under compressed timelines. Premature escalation of a single dispute into adversarial proceedings risks suspending performance, disrupting interface coordination, and triggering cascading claims across related contracts. Tiered clauses mitigate this risk by imposing an initial cooling-off and problem-solving phase, thereby preserving operational integrity and aligning dispute resolution with the principle of continuity of performance.

From a contract law standpoint, tiered dispute resolution clauses give concrete effect to contractual autonomy by allowing parties to determine not only substantive obligations but also procedural pathways for dispute management. This autonomy, however, operates within the limits of legal certainty and enforceability. Properly drafted clauses must specify mandatory stages, defined timelines, and clear consequences for non-compliance. Where these elements are present, courts and arbitral tribunals are more likely to treat escalation requirements as binding conditions precedent rather than aspirational commitments.

Beyond their private-law function, tiered clauses in the IKN context perform a public governance role. National strategic projects involve public investment, political accountability, and long-term policy commitments. Premature escalation into adversarial proceedings may undermine public confidence, delay infrastructure delivery, and increase fiscal exposure. By structuring disputes through graduated mechanisms, tiered clauses align private dispute resolution with broader public policy objectives, including efficiency, accountability, and continuity of public services.

Ultimately, the IKN megaproject demonstrates that tiered dispute resolution clauses are not merely procedural devices but structural components of construction contract governance. Their doctrinal value depends on consistent enforcement by courts and tribunals, which reinforces contractual discipline and reduces opportunistic forum shopping. When properly drafted and enforced, tiered clauses reconcile legal certainty with procedural efficiency—an essential balance for sustainable infrastructure delivery in national strategic projects.

CONCLUSION

This article has demonstrated that the governance of construction disputes in national strategic projects cannot be adequately achieved through conventional private-law paradigms alone. Anchored in a doctrinal analysis of Indonesian Supreme Court jurisprudence and situated within the context of the Ibu Kota Nusantara (IKN) megaproject, the research illustrated a distinct legal setting in which construction contracts operate at the intersection of private contractual autonomy and public governance, wherein dispute resolution functions not merely as a reactive mechanism but as an integral component of proactive contract governance designed to safeguard project continuity and the broader public interest. The doctrinal synthesis identified a clear and enforceable hierarchy of dispute resolution mechanisms within Indonesian construction law, with Supreme Court jurisprudence consistently affirming that contractually agreed arbitration and ADR mechanisms enjoy *kompetensi absolut*, thereby binding the parties and excluding court jurisdiction at first instance, while litigation is doctrinally confined to a residual and supervisory role in the annulment and enforcement of arbitral awards. Future research would benefit from empirically examining how tiered dispute resolution clauses are applied and interpreted in practice across IKN procurement contracts, so as to assess the extent to which the normative framework advanced in this article is reflected in on-the-ground contractual and judicial outcomes.

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