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VALIDITY OF SPECIAL POWER OF ATTORNEY AND ITS LEGAL CONSEQUENCES IN INDUSTRIAL RELATIONS DISPUTE PROCEEDINGS

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Abstract

This study analyzes the criteria and validity requirements of a special power of attorney in industrial relations dispute cases based on the procedural law applicable in Indonesia, as well as the legal implications for a power of attorney that does not meet formal requirements. A normative juridical approach is utilized through literature study of primary, secondary, and tertiary legal materials. The results of the study indicate that a special power of attorney must meet formal requirements consisting of specificity, designation of the competent court, identity of the parties, subject matter of the dispute, authority of the attorney-in-fact, date of issuance, and stamp duty. If these requirements are not met, the legal counsel loses legal standing, the lawsuit may be declared inadmissible, and all legal actions become invalid. The implications include delayed case resolution, increased costs, and reduced effectiveness of the principle of fast, simple, and low-cost justice. A good understanding by the parties and legal counsel regarding the formal requirements of a special power of attorney is necessary.

Keywords: special power of attorney, industrial relations dispute, formal requirements, legal standing, procedural law.

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Introduction

Industrial relations refer to the interaction between workers, employers, and the government, regulated within the framework of labor law. In practice, this relationship does not always run harmoniously, giving rise to disputes that require resolution through available legal mechanisms. Settlement of industrial relations disputes can be pursued through litigation at the Industrial Relations Court, which holds special authority to examine and decide cases in the field of employment (Zulkarnaen & Sanjaya, 2024). Aside from litigation, such disputes can also be settled through arbitration and mediation, which offer a more flexible alternative within the national legal framework (Junaidi et al., 2024). This is closely tied to how the work environment itself is designed, since a healthy organizational climate can help prevent disputes from arising in the first place (Issalillah & Khayru, 2025), particularly amid the reconfiguration of work arrangements brought about by the digital era (Mardikaningsih, 2025). In judicial proceedings, the parties often appoint legal counsel to represent their interests in court. This appointment must be made through a valid power of attorney that satisfies the applicable procedural requirements.

A special power of attorney is a legal instrument granting a person the authority to act on behalf of another party in a specific case. Its existence is a fundamental condition for the validity of any legal action taken by counsel in court. Without a valid power of attorney, counsel has no legal basis to represent the client, so any action taken may be deemed null and void by law (Sitorus, 2021). This principle of formal validity resonates with how organizations design compensation systems: just as strategic reward design must align employee behavior with organizational goals (Hariani et al., 2014), a power of attorney must clearly align the recipient's authority with the objectives set by the grantor to remain organizationally sustainable and legitimate (Mardikaningsih & Darmawan, 2013). Fulfilling the formal requirements of a special power of attorney is therefore essential in every proceeding before the Industrial Relations Court. Provisions concerning the special power of attorney refer to the civil procedural law applicable within the general judicial system.

The requirements for a special power of attorney in industrial relations disputes are somewhat distinct from those in ordinary civil cases. The power of attorney must clearly and specifically state the case being handled, including the type of dispute, the object in question, and the competent court. It must also include the full identity of the parties, the authority granted to the recipient, and the date the document was made (Andhika & Andhika, 2025). This attention to administrative completeness echoes findings on how formal documentation, such as business licensing, influences the confidence of parties in pursuing their legal or economic interests (Mardikaningsih & Arifin, 2021), and how clear communication of such requirements helps parties avoid confusion in fulfilling them (Infante & Mardikaningsih, 2022). These provisions are intended to ensure legal certainty regarding the scope of authority granted and to prevent misuse by the recipient of the power. Compliance with these requirements becomes the judge's benchmark in assessing the validity of the power of attorney submitted.

In judicial practice, cases are still found where a special power of attorney fails to meet the required formal conditions. Such deficiencies may include the absence of the parties' identities, an unclear description of the dispute, or the omission of the competent court. This condition creates serious problems, since a formally defective power of attorney results in the loss of counsel's authority to act (Samosir et al., 2024). The impact of such administrative shortcomings is comparable to how limited access to proper documentation can hinder small traders from securing formal credit facilities (Darmawan et al., 2022), or how weak administrative compliance in public services can lower the quality experienced by service users (Darmawan et al., 2022). The legal consequence is that the claim may be declared inadmissible by the judge before the substance of the case is even examined. This shows that administrative matters in legal proceedings hold a decisive position.

Before examining the substance of an industrial relations case, a judge is obliged to verify the completeness of the special power of attorney. When a formal defect is found, judges generally give the party concerned an opportunity to correct it. However, if the deficiency is not remedied within the given period, the judge may declare the claim inadmissible (Zulkarnaen & Sanjaya, 2024). This judicial authority reflects a broader normative concern for maintaining legal certainty throughout procedural stages, as seen in studies examining how formal compliance safeguards the integrity of legal processes (Darmawan & Negara, 2023). Such an opportunity to correct deficiencies also reflects a fair procedural attitude, not unlike how organizations acknowledge and reward compliance efforts within their reward systems (Hariani & Mardikaningsih, 2016). This approach reflects a balance between legal certainty and the principle of simple, swift, and low-cost justice.

The legal implications of a power of attorney that fails to meet formal requirements are extensive and harmful to the litigating parties. The recipient loses legal standing to represent the grantor, rendering all legal actions taken invalid. Proceedings may be delayed as the judge allows time for correction, prolonging case resolution. For workers, this situation can extend uncertainty over their rights, while for employers, an unresolved dispute can disrupt the stability of employment relations and business operations. Such prolonged uncertainty resembles the regulatory unpredictability that businesses often face, which can threaten their operational sustainability if not properly managed (Mardikaningsih & Darmawan, 2021), and underscores the importance of flexible organizational structures in helping companies adapt to shifting external dynamics (Darmawan & Mardikaningsih, 2023). Employees' ability to adjust to such uncertain conditions is likewise shaped by their individual capacity to adapt (Mardikaningsih & Darmawan, 2022), while employers facing prolonged disputes must also weigh the financial risks involved, much like decisions made under uncertain investment conditions (Mardikaningsih & Darmawan, 2023). The risk of rights lapsing under certain conditions is also a threat that cannot be ignored.

A valid special power of attorney must meet several criteria: it must be specific, name the competent court, include the identities of the parties, explain the subject of the dispute, state the authority granted to the recipient, bear a clear date of issuance, and carry the required stamp duty (Khusna et al., 2025). In industrial relations cases, power of attorney may be granted to advocates, officials of labor or trade unions, officials of employer organizations, or other parties permitted under prevailing regulations. The power of attorney should explicitly state the type of dispute being handled whether a rights dispute, an interest dispute, a termination of employment dispute, or an inter-union dispute in order to avoid objections from the opposing party regarding the scope of authority granted.

Based on the description of the issues outlined above, this study aims to analyse the criteria and conditions for the validity of a special power of attorney in industrial relations disputes under the procedural law in force in Indonesia. This study also aims to examine the legal implications of a special power of attorney that does not meet the formal requirements in proceedings before the Industrial Relations Court, and to analyse the legal consequences for the parties involved in the proceedings.

Method

This research is a normative legal study examining written legal norms regulating special powers of attorney in industrial relations dispute cases based on the procedural law applicable in Indonesia. The data source used is secondary data obtained through literature research, including laws and regulations, court decisions, legal literature, and other legal documents relevant to the subject matter. The primary legal materials used as the main reference include the Herzien Inlandsch Reglement, Rechtsreglement voor de Buitengewesten, Civil Code, Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, Law Number 18 of 2003 concerning Advocates, and Supreme Court Circular Letters relating to special powers of attorney. Secondary legal materials in the form of scientific writings, scholars' opinions, and previous research results are utilized to enrich the analysis. Tertiary legal materials such as legal dictionaries are used to help interpret technical terms.

Data collection was carried out by searching, inventorying, and cataloging various relevant legal documents, sourced from both physical libraries and electronic legal databases (Buller, 2025). Supreme Court decisions related to the validity of special powers of attorney in industrial relations dispute cases were collected as material to analyze the practice of law application by judges. After all data was collected, qualitative analysis was conducted using legal interpretation methods, namely grammatical interpretation and systematic interpretation. Grammatical interpretation is used to understand the meaning of words or phrases in laws and regulations based on grammar, while systematic interpretation is carried out by connecting a regulation with other regulations within the overall legal system. Analysis of court decisions was also conducted to understand the practice of law application in industrial relations dispute cases. The results of the analysis are structured in the form of a narrative description that completely and comprehensively describes the criteria and validity requirements of a special power of attorney as well as its legal implications in the trial process at the Industrial Relations Court.

Result and Discussion

Concept and Legal Basis of Special Power of Attorney in Industrial Relations Disputes

A power of attorney is a legal instrument containing a statement delegating authority from one person to another party to carry out certain activities as stated in that statement. This document is customarily affixed with stamp duty in the signature column of the grantor as fulfillment of a fiscal obligation. This fiscal obligation in the form of stamp duty is currently regulated under Article 3 paragraph (1) letter b and Article 5 of Law Number 10 of 2020 concerning Stamp Duty, under which a power of attorney falls into the category of documents explaining a civil-law matter and is therefore subject to stamp duty at a fixed rate of Rp10,000.00. Compliance with this kind of fiscal obligation reflects a broader pattern in business law, where regulatory frameworks are designed to secure legal certainty for administrative and financial documentation (Yuristiawan et al., 2024). As a legal instrument, a power of attorney also functions to narrow the potential for dispute between the parties by clearly defining the scope of delegated authority. Such instruments contribute to preventing business disputes and maintaining stability within business law more broadly (Wibowo et al., 2021).

In legal terminology, a power of attorney is known in English as *power of attorney*, while in Dutch it is referred to as *lastgeving*, *volmacht*, or *machtiging*, meaning the granting of authority or the granting of an instruction. In essence, a power of attorney is an act of instruction from the grantor to the attorney-in-fact, so it is not appropriate for a power of attorney to use the letterhead of the attorney-in-fact or of a law office, since it is the grantor who issues the instruction.

A special power of attorney is made by the grantor to authorize the attorney-in-fact to perform specific legal actions in a case that has been clearly and specifically determined (Girinatha & Renaya, 2023). In industrial relations disputes, a special power of attorney serves as the basis of authority for an advocate or legal representative to represent the disputing party in court proceedings. Article 57 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes states that the procedural law applicable in the Industrial Relations Court is the civil procedural law applicable within the general court system, except where otherwise determined by that law. This provision means that the regulation of special powers of attorney refers to Article 123 paragraph (1) HIR, Article 147 RBg, and various Supreme Court Circular Letters. In addition, when court proceedings are conducted electronically, a special power of attorney must be uploaded into the court's information system as regulated under Supreme Court Regulation (PERMA) Number 1 of 2019 concerning the Administration of Cases and Trials in Court Electronically, jo. PERMA Number 3 of 2022. This shift toward electronic submission raises questions similar to those found in the validity of electronic documents generally, where legal recognition depends on whether a document can be reliably verified and attributed to the party responsible for it (Sulaiman et al., 2023). A comparable concern also arises with other forms of electronically generated legal documents, where validity likewise depends on clear attribution and accountability of the party responsible (Maulani et al., 2023).

The validity of a special power of attorney in industrial relations disputes rests on several interrelated legal provisions. Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes provides, through Article 57, that the civil procedural law applicable within the general court system applies as the procedural law of the Industrial Relations Court. The Elucidation of Article 42 of the same law states that a special power of attorney is authority granted by a disputing party to one or more persons to represent the grantor in performing legal actions specifically stated in the power of attorney. This requirement of specificity functions as a form of legal protection for the parties, similar to how clearly drafted agreement clauses generally reduce the risk of dispute in other civil-law transactions (Syariffudin et al., 2025). Securing legal certainty through properly formulated authorization documents is likewise a recurring concern in other areas of business practice that seek lawful protection for the parties involved (Wibowo et al., 2024).

HIR and RBg stipulate that authority to litigate in court must be granted through a special power of attorney. Supreme Court Circular Letter (SEMA) Number 6 of 1994 serves as the guideline on the formal requirements of a special power of attorney, while Supreme Court jurisprudence consistently affirms that a special power of attorney failing to meet the formal requirements is declared invalid. This reinforcement of formal requirements is also set out in Supreme Court Circular Letter Number 1 of 2022 concerning the Enforcement of the Formulations of the 2022 Supreme Court Chamber Plenary Meeting as Guidelines for the Implementation of Duties for Courts, which underscores the importance of clarity regarding the identity of the parties and the object of the dispute in a legal power of attorney. Article 123 paragraph (1) HIR and Article 147 RBg form the primary basis for the requirement to use a special power of attorney in litigation. The provisions of the Civil Code (KUHPerdata), particularly Articles 1792, 1793, 1794, and 1795, regulate the general requirements for granting authority. Supreme Court Circular Letters Number 2 of 1959, Number 1 of 1971, and Number 6 of 1994 provide technical guidance on the proper procedure for drafting a valid special power of attorney. Supreme Court jurisprudence is also an important source of law, since through its rulings the Supreme Court affirms the legal consequences of a special power of attorney that fails to meet applicable requirements. Whether such formal requirements are effectively enforced in practice ultimately determines if the underlying regulation achieves its intended purpose, a question central to broader assessments of legislative effectiveness in business law (Zulkarnain et al., 2024). Sector-specific regulatory frameworks generally serve a comparable purpose in establishing clear procedural standards for compliance (Mardikaningsih & Nuraini, 2022). All these regulations together form a legal framework that comprehensively governs the validity of special powers of attorney in judicial proceedings in Indonesia.

Granting authority is an agreement whereby one person confers power upon another to manage certain affairs on their behalf. Article 1793 of the Civil Code states that authority may be granted and accepted through a public deed, a private writing, a letter, orally, or tacitly. Authority is granted free of charge unless otherwise agreed, although in practice this provision is no longer relevant since the party receiving authority generally expects to be compensated. When authority is granted to an advocate, the advocate is entitled to an honorarium as stated in Article 21 paragraph (1) of Law Number 18 of 2003 concerning Advocates. The amount of the honorarium is determined reasonably and by agreement of both parties. This right of the advocate to an honorarium is protected, and its mechanism is regulated to prevent violation of the Indonesian Advocates' Code of Ethics, which requires that fees be determined transparently from the outset of the agreement granting authority. Determining fees transparently and fairly reflects a broader ethical concern in professional and financial dealings, where clarity of terms from the outset helps prevent conflicts of interest between the parties involved (Putra & Arifin, 2023). Regulation concerning the granting of authority is specifically set out in Book III, Chapter XVI, Section One of the Civil Code, Articles 1792 through 1819. How such agreements are drafted and carried out in practice also matters for their fairness, a concern likewise raised in studies examining how the effective implementation of civil agreements protects the interests of the parties involved (Rizky & Darmawan, 2024).

The attorney-in-fact is not permitted to act beyond the scope of the authority granted, as regulated under Article 1797 of the Civil Code, which states that the power to settle a matter through amicable settlement does not automatically include the power to submit the case to arbitration. This limitation of authority becomes crucial in the Industrial Relations Court, given that during mediation or trial, legal representatives require explicit written special authority if they wish to make strategic decisions such as reaching an amicable settlement or signing a Joint Agreement based on Article 130 HIR or the provisions of Law Number 2 of 2004. This principle parallels broader discussions in corporate law regarding how the scope of granted authority defines the boundaries of legal responsibility for those who act on another's behalf (Nugroho et al., 2024). If the attorney-in-fact acts beyond the scope of authority, the grantor may sue the attorney-in-fact and demand fulfillment of the terms of the agreement granting authority pursuant to Article 1799 of the Civil Code. The attorney-in-fact is responsible for the authority received for as long as it has not been revoked and is obligated to report the execution of duties to the grantor. Authority may be granted specifically for one particular matter or generally to cover all of the grantor's interests, as regulated under Article 1795 of the Civil Code.

Criteria and Formal Requirements of a Valid Special Power of Attorney

A special power of attorney is declared valid if it meets criteria set by civil procedural law provisions and judicial practice. The first criterion is that it must be specific, meaning the power of attorney must be granted solely to handle a particular case and not general authority (Aisha & Sintara, 2024). If the power of attorney still includes authority to handle various other matters such as criminal, general civil, or state administrative cases, its specific character can be called into question. The second criterion is that it must clearly state the competent court, since specifying relative jurisdiction is one of the formal requirements affirmed in a Supreme Court Circular Letter. This requirement is based on point 1 letter a of Supreme Court Circular Letter (SEMA) Number 6 of 1994 concerning Special Powers of Attorney, which requires specific mention of which court the authority is directed to. A power of attorney that only names the court without stating its location or city is considered incomplete and may not be usable. Precision of this kind matters because ambiguous or loosely drafted terms in a legal document can later be exploited, a concern also raised in studies on how unclear contractual arrangements in business cooperation can give rise to disputes or even indications of fraud (Santoso et al., 2024).

The third criterion is that it must contain the complete identity of the parties, including the identity of the grantor, the identity of the attorney-in-fact, and the position of the parties as plaintiff or defendant. This requirement regarding the identity of the parties is an application of the accumulated formal requirements reaffirmed in SEMA Number 1 of 2022 concerning the Enforcement of the Formulations of the 2022 Supreme Court Chamber Plenary Meeting as Guidelines for the Implementation of Duties for Courts, in order to avoid error in persona. If the identity or position of the parties is unclear, the power of attorney risks being declared formally defective. Requiring complete and verifiable identity in a legal document reflects a broader principle found across areas of law, where accurate disclosure of the parties involved is essential to prevent misuse and to maintain the integrity of the legal process (Setyastomo et al., 2024). The fourth criterion is that it must explain the core of the dispute briefly but clearly, which is the most important requirement in a special power of attorney. This explanation must cover the type of dispute, the object of the dispute, and the legal relationship between the parties, such as a rights dispute, an interests dispute, a termination-of-employment dispute, or an inter-union dispute. If the power of attorney only states representation before the Industrial Relations Court without specifying the type of dispute, it may be considered not to meet the specific requirement. Clarity regarding the object of a dispute also matters for the adjudication process itself, since an ill-defined dispute object can create difficulty in determining whether a matter has already been finally decided, a concern closely related to the principle safeguarding parties from being tried repeatedly over the same case (Simanjuntak et al., 2026).

The fifth criterion is that it must explain the authority of the attorney-in-fact in detail, covering the legal actions permitted, such as filing a lawsuit, attending hearings, submitting a response, submitting a reply and rejoinder, presenting evidence and witnesses, drawing up conclusions, accepting or rejecting a decision, and pursuing legal remedies where necessary. This detailing of legal actions is in line with Article 123 paragraph (1) HIR jo. SEMA Number 6 of 1994, which requires that the boundaries of delegated authority be stated so that actions exceeding that authority (ultra vires) do not occur. Setting out the boundaries of authority this precisely also serves to limit liability risk for the parties involved, a concern comparable to how clear contractual structuring in business practice is used to define responsibility and protect the interests of those granting authority (Akbar et al., 2024).

Exercising delegated authority within these boundaries also depends on the professional integrity of the party carrying it out, an ethical dimension emphasized in studies on advocacy practice within adversarial legal systems (Saktiawan et al., 2021). The sixth criterion is that the date of execution must be clear in order to determine when the authority takes effect and whether it existed before the legal action was taken. The seventh criterion is that it must be affixed with stamp duty in accordance with applicable stamp duty provisions, although a deficiency in stamp duty does not automatically negate the validity of an agreement or power of attorney and can still be remedied through a subsequent stamping mechanism under applicable provisions. This subsequent stamping mechanism is officially regulated under Article 1 number 4 and Article 15 of Law Number 10 of 2020 concerning Stamp Duty jo. Minister of Finance Regulation Number 134/PMK.03/2021, under which a document whose stamp duty was initially unpaid or underpaid may be settled through a postal official.

In industrial relations disputes, there are special requirements to consider in addition to the general requirements of civil procedural law. Authority may be granted to an advocate, an officer of a labor union, an officer of an employers' organization, or another party permitted under statutory regulations (Andhika & Andhika, 2025). The authority to grant power to non-advocates is limitatively regulated under Article 87 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes, which grants labor unions and employers' organizations the right to act as legal representatives before the Industrial Relations Court. Granting this kind of authority to parties beyond the advocate profession still rests on the assumption that whoever exercises it bears responsibility for acting properly on another's behalf, a principle that echoes broader discussions of accountability underlying ethical and legal obligations in professional conduct (Darmawan, 2022). The power of attorney must correspond to the type of dispute being handled, so it should explicitly state whether the case concerns a rights dispute, an interests dispute, a termination-of-employment dispute, or an inter-union dispute. This is intended to avoid objections from the opposing party regarding the scope of authority. If the authority is intended to remain valid up to the cassation or judicial review stage, that authority should be explicitly stated in the power of attorney, in accordance with the guidelines of Supreme Court Circular Letter Number 6 of 1994.

Formally, a special power of attorney must at least contain the date of execution, the complete identity of the grantor, the complete identity of the attorney-in-fact, the object of the case, the intended court, the authority granted, the grantor's signature, and stamp duty in accordance with applicable statutory provisions (Rizqillah et al., 2022). These minimum formal elements mirror a broader pattern found across formal agreements in business practice, where a defined structure of essential terms is what gives a document its binding character (Da Silva et al., 2022). The formal form of a special power of attorney is not strictly regulated under HIR, since Article 123 paragraph (1) HIR and Article 147 paragraph (1) RBg only use the word letter, so its formal shape is unrestricted and need not take the form of an authentic deed before a notary. For a special power of attorney whose grantor does not reside in Indonesia and which is made abroad, the essential requirements remain the same as for one made domestically, in accordance with the lex fori principle, which holds that the applicable procedural law is subject to the provisions of the court where the lawsuit is filed or accepted. However, for a power of attorney made abroad, the Supreme Court, through its jurisprudence, still requires a legalization process by the Embassy or Consulate General of the Republic of Indonesia in the relevant country, or through the Apostille mechanism as regulated under Presidential Regulation Number 2 of 2021 concerning the Ratification of the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents. Ensuring that formal requirements are properly fulfilled ultimately serves the substantive fairness of the parties involved, a purpose also central to legal discussions that examine how procedural formality is used to protect the rights of those affected by a decision (Darmawan & Fitroni, 2026).

Determination of Relative Jurisdiction and Venue for Filing Claims in Industrial Relations Cases

A special power of attorney must explicitly state the name and address of the court where it will be used, in order to avoid errors in its application (Sujono, 2022). This obligation to state the court's address applies primarily to the plaintiff, since the plaintiff's power of attorney is drafted before the claim is registered with the court and therefore cannot yet include a case registration number. This formal obligation is expressly regulated under Supreme Court Instruction Number 4 of 1990 in conjunction with Supreme Court Circular Letter (SEMA) Number 6 of 1994 concerning Special Powers of Attorney, which establishes that the relative jurisdiction of the intended court is an absolute condition for the validity of a special power of attorney. This strict formal standard reflects a broader pattern in which procedural rigor becomes an obstacle for parties seeking to file claims, as similarly observed in studies on the barriers copyright holders face when pursuing civil lawsuits (Hardyansah et al., 2021). Conversely, when the defendant is represented by counsel, the defendant's power of attorney must state the case registration number, since it is drafted only after the hearing summons has been received from the court. A power of attorney that explicitly names a particular court cannot be used before a different court. If the power of attorney does not state the name and address of the court, it cannot be used in proceedings before that court.

The venue for filing claims at the Industrial Relations Court differs fundamentally from that of general district courts (Zulkarnaen &

Sanjaya, 2024). Under Article 118 paragraph (1) HIR, a claim outside industrial relations disputes is filed at the court covering the defendant's domicile. This procedure does not apply at the Industrial Relations Court, since under Article 81 of Law Number 2 of 2004, an industrial relations claim must be filed at the Industrial Relations Court with jurisdiction over the area where the worker is employed. The law provides no exception to this rule, unlike Article 118 paragraph (4) HIR, which allows a plaintiff in a general civil case to file a claim at a court covering an agreed choice of domicile. This reflects an absolute specificity in determining relative jurisdiction for industrial relations disputes. This mandatory nature of relative jurisdiction is reinforced by Supreme Court Decision Number 437 K/Pdt.Sus-PHI/2018, which states that the Industrial Relations Court has no authority to hear a claim filed outside the jurisdiction where the worker is employed, so that a violation of Article 81 renders the claim inadmissible (niet ontvankelijke verklaard). This restriction on venue flexibility can be compared to how alternative resolution mechanisms, such as traditional mediation in inheritance disputes, are similarly bound by rules that determine which forum is legitimately authorized to settle a matter (Futriyah et al., 2023), much like how the choice between litigation and other settlement mechanisms, such as bankruptcy proceedings, depends on which forum holds proper authority over the dispute (Dirgantara et al., 2025).

Referring to Article 118 HIR, there are six ways to determine the choice of court as the venue for filing a claim in general civil cases. First, if there is only one defendant, the claim is filed at the court covering the defendant's domicile. Second, if there is more than one defendant and each resides in a different jurisdiction, the claim is filed at the court covering the domicile of one of the defendants. Third, if one defendant is genuinely the debtor and the other acts as guarantor, the claim is filed at the court covering the domicile of the actual debtor. Fourth, if the defendant's domicile is unknown, the claim is filed at the court covering the plaintiff's domicile. Fifth, where the object of the claim is immovable property and the defendant's domicile is unknown, the claim is filed at the court where the property is located. Sixth, the claim is filed at the court agreed upon by both parties based on a choice-of-domicile clause. The variety of these venue-determining factors resembles how multiple factors such as service quality, product variety, store atmosphere, and price perception jointly shape a consumer's purchase decision (Essardi et al., 2022), or how several conditions together drive impulsive buying behavior in a shopping context (Gardi & Darmawan, 2022); in both cases, an outcome is determined by the combination of applicable conditions rather than a single factor alone.

To anticipate potential conflicts arising in the conduct of general civil legal relations, the closing section of an agreement often includes a forum selection clause binding on the parties. This clause carries the consequence that neither party may file a claim before a court outside the agreed jurisdiction. Such a forum selection clause in general civil law is protected under Article 1338 paragraph (1) of the Civil Code, which upholds the principle of freedom of contract (pacta sunt servanda). This freedom to determine forum through agreement mirrors how legal certainty is also sought in other transactional contexts, such as the legal protections designed to mitigate risk for parties in peer-to-peer lending arrangements (Sahid et al., 2023). However, this characteristic differs entirely from the realm of industrial relations dispute law.

Although Article 57 of Law Number 2 of 2004 provides that general civil procedural law (HIR/RBg) applies as a procedural reference insofar as not otherwise regulated, a civil choice-of-domicile clause cannot be applied to override the jurisdiction of the Industrial Relations Court. Given that labor law carries a public-private character intended to protect the economic position of workers, parties are not legally permitted to agree on an Industrial Relations Court outside the area where the worker actually performs their job. Any written agreement whether in an Employment Agreement, Company Regulation, or an agreement reached during bipartite negotiations that attempts to shift relative jurisdiction away from what is determined under Article 81 of Law Number 2 of 2004 is null and void. This firm restriction reflects a similar underlying concern found in studies on why business actors tend to avoid establishing formal legal entities, namely that weaker parties often bear the cost when legal formality is bypassed or manipulated (Hardyansah et al., 2024). This tightening is intended to guarantee access to substantive justice and to protect workers from the burden of cost, distance, and time deliberately manipulated through contractual clauses.

Legal Implications of a Special Power of Attorney That Fails to Meet Formal Requirements

A special power of attorney is one of the formal requirements that must be fulfilled when parties use legal counsel in proceedings before the Industrial Relations Court. This obligation is based on Article 123 paragraph (1) HIR (for the Java and Madura region) or Article 147 paragraph (1) RBg (for regions outside Java and Madura), which affirms that parties may be assisted or represented by counsel appointed through a special power of attorney. The validity of this document is a critical aspect because it directly concerns the recipient's authority to act on behalf of the grantor during trial. If a special power of attorney fails to meet the formal requirements set out in the applicable laws and procedural rules, it will give rise to various legal implications for the course of the case examination. Such formal strictness reflects a broader principle of propriety and fairness that also governs how compensation decisions are reached in breach-of-contract cases, where procedural correctness is treated as inseparable from a just outcome (Wahyudi et al., 2026).

A special power of attorney is considered formally deficient if it does not state the complete identities of the grantor and recipient, does not specifically describe the industrial relations case being authorized, does not mention the authority to appear before the Industrial Relations Court, is not signed by the grantor, does not include the date of issuance, or contains administrative defects that leave the scope of authority unclear. For counsel operating within the modern judicial system, this validity must also be verified through the e-Court system pursuant to Supreme Court Regulation (PERMA) Number 1 of 2019 concerning the Administration of Cases and Electronic Court Proceedings, as amended by PERMA Number 3 of 2022. This shift toward electronic verification parallels the growing recognition of electronic signatures and the evidentiary weight given to digital contracts within Indonesian law (Setiyono et al., 2026), as well as the broader regulation of electronic and personal data within procedural law more generally (Budiman et al., 2026).

The most basic legal consequence of a formally defective power of attorney is that the recipient is deemed to have no authority to represent the grantor, so that any legal action taken has no legal basis (Samosir et al., 2024). This lack of legal basis carries consequences comparable to how companies bear legal responsibility when personal data under their control is mishandled or breached in both cases, a party acting without a proper legal foundation cannot escape accountability for the resulting harm (Dirgantara et al., 2025). If the defect in the power of attorney is not corrected despite the opportunity given by the panel of judges, the claim may be declared inadmissible because it is considered formally defective. In such circumstances, the judge does not examine the substance of the dispute, and the examination stops at the administrative stage. This judicial assessment refers to the standard guidelines under Supreme Court Circular Letter (SEMA) Number 6 of 1994 concerning Special Powers of Attorney, which require clarity regarding the intended court and a specific description of the dispute. The parties may still refile the claim after correcting the power of attorney, but this process consumes additional time and cost. This has been affirmed in a number of Supreme Court decisions stating that a power of attorney which fails to state the subject, the object of the dispute, or the party being sued does not qualify as a valid special power of attorney.

In judicial practice, the judge first examines the administrative completeness of the case before proceeding to its substance. When a formal defect is found, the judge generally examines the nature of the deficiency in the power of attorney and provides an opportunity for correction if the defect is still remediable. If it is not corrected within the given period, the claim is declared inadmissible. This approach reflects a balance between legal certainty and the principle of simple, swift, and low-cost justice. This principle is upheld as a pillar of judicial power as regulated under Article 2 paragraph (4) of Law Number 48 of 2009 concerning Judicial Power. The emphasis on efficient and accessible proceedings is consistent with ongoing discussions on litigation efficiency in other specialized fields, such as calls for establishing a dedicated land court to address the persistent backlog of land disputes (Priyatama et al., 2026), and reflects the broader importance of public legal awareness in ensuring that procedural requirements such as those found in online credit agreements are properly understood and complied with from the outset (Hardyansah et al., 2022). In the practice of the Industrial Relations Court, when a judge discovers a defect in the power of attorney at the first hearing, the panel of judges usually gives the party concerned an opportunity to correct or complete the document, which results in the postponement of the hearing and a longer case resolution process.

All actions taken by the recipient of the power of attorney before it is corrected are potentially considered invalid, including signing the claim, attending hearings, submitting evidence, presenting closing arguments, and filing legal remedies (Aisha & Sintara, 2024). This is because such actions are carried out without valid authority under procedural law. The trust placed in a representative to act properly on another's behalf is not unlike the trust a message's source places on the credibility of the party delivering it just as an endorser's credibility shapes an audience's purchase intention, a representative's legitimacy shapes whether their actions before the court will be accepted (Darmawan et al., 2019). The invalidity of the power of attorney can lead to increased case costs, delays in obtaining legal certainty, the risk of rights lapsing under certain conditions, and the loss of an opportunity to obtain a swift ruling. For workers, this situation can prolong uncertainty regarding their rights, which is concerning given that a stable sense of certainty is closely tied to positive psychological factors that sustain engagement and commitment to one's work (Darmawan & Mardikaningsih, 2022), and given that public awareness of legal rights, including workers' rights, still depends heavily on how well such information is communicated and understood (Hardyansah et al., 2022), while for employers, an unresolved dispute can disrupt the stability of employment relations and business operations. A prolonged dispute of this kind may also erode a company's competitive position, since maintaining service quality and market standing requires operational stability rather than continuous legal uncertainty (Darmawan & Grenier, 2021). The Industrial Relations Court was established to resolve industrial relations disputes swiftly, yet if the power of attorney is formally defective, the examination is delayed, the hearing schedule is extended, and the efficiency of dispute resolution is reduced.

The procedural law applied at the Industrial Relations Court is general civil procedural law, insofar as not specifically regulated by Law Number 2 of 2004, so that in practice both HIR and RBg are used. This integration of procedural law is reinforced by Article 57 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes. This reliance on established civil procedure, rather than creating an entirely separate system, mirrors how strengthening mediation as a restorative justice instrument works within, rather than outside, the existing framework of the justice system (Aidin et al., 2026). The claim must be accompanied by the minutes of settlement through mediation or conciliation pursuant to Article 81 of the law. A hearing postponement due to the absence of a party who has been duly summoned is permitted a maximum of two times, as regulated under Article 93 paragraph (3). The panel of judges is obliged to render a decision on the industrial relations dispute within no later than fifty working days from the first hearing, pursuant to Article 103. No later than fourteen working days after the decision is signed, the deputy clerk must issue a copy of the decision as regulated under Article 107. The requirement for a swift and definitive resolution here echoes the broader principle that a decision's finality is what ultimately gives it legal weight and closure for the parties involved, a concern equally central to discussions on the finality of acquittal within criminal procedure (Rawi et al., 2026). A decision of the Industrial Relations Court concerning an interest dispute or a dispute between trade unions within a single company constitutes a final and binding decision pursuant to Article 109.

Legal counsel in the Industrial Relations Court is based on the provisions of Article 2 of Law Number 18 of 2003 concerning Advocates, which states that those who can be appointed as advocates are graduates with a higher legal education and after attending special education for the advocate profession. The provisions in Article 87 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes provide an opportunity for the administrators of labor unions and employer organizations to act as legal counsel representing their members in court (Rasyid et al., 2025). The labor union administrators referred to include enterprise-level administrators, regency or city-level administrators, provincial-level administrators, as well as central-level administrators. The legal standing of these labor union administrators is absolute in defending their members, the mechanism of which is also clarified in the Constitutional Court Decision Number 114/PUU-X/2012 which states that labor union/worker administrators can act as legal counsel in the Industrial Relations Court without needing to hold an advocate card, as long as they defend their own union members. No court fees are charged for dispute objects below Rp150,000,000 in accordance with Article 58 of the same law. These provisions indicate that the Industrial Relations Court has special characteristics that distinguish it from courts in general, including regarding the regulations on legal counsel and court fees. These unique characteristics highlight the Industrial Relations Court's role in providing accessible legal representation and expediting dispute resolution processes in labor-related conflicts. This focus on accessibility and efficiency is crucial for maintaining industrial harmony and ensuring that workers' rights are effectively represented within the legal framework.

Conclusion

This study concludes that a special power of attorney in industrial relations disputes must meet strict formal criteria, including its specific nature, the designation of the competent court, the identities of the parties, the subject matter of the dispute, the authority of the attorney-in-fact, the date of execution, and the stamp duty. If the power of attorney does not meet these requirements, the legal representative loses legal standing, the claim may be declared inadmissible, and all legal actions taken become invalid. This results in delays in the resolution of cases, increased costs, and a reduction in the effectiveness of the principles of speedy, simple and cost-effective justice.

The implications of this research are the need for a comprehensive understanding among the parties and legal representatives regarding the formal requirements of a special power of attorney in industrial relations disputes. Judges are expected to provide an opportunity to rectify a power of attorney with formal defects before ruling it inadmissible, in order to realise procedural and substantive justice. Judicial institutions and legal professional organisations also need to step up public awareness campaigns on the procedures for drawing up valid special powers of attorney to prevent formal defects that are detrimental to the parties involved.

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