

Legal Analysis of Code of Conduct and Joint Development Agreement In the South China Sea

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Abstract: The South China Sea territorial conflict emerged following the People's Republic of China's (PRC) claim over the Ten-Dash Line, which overlaps with the maritime entitlements of several coastal states, including the Philippines, Vietnam, Malaysia, Brunei Darussalam, and Indonesia's Exclusive Economic Zone in the Natuna area. China bases its claim on historical grounds, a position strongly contested, particularly by the Philippines through arbitration before the Permanent Court of Arbitration in 2013. Despite the arbitral award, the dispute remains unresolved and continues to generate legal and political tensions. This study employs a normative legal research method to examine the legal implications of the Code of Conduct (CoC) and the Joint Development Agreement (JDA) in managing the South China Sea dispute under international law. The analysis is conducted through examination of international legal norms, principles, and relevant instruments, particularly the 1982 United Nations Convention on the Law of the Sea (UNCLOS). The study finds that neither the CoC nor the JDA constitutes a legally binding dispute settlement mechanism. Instead, both function primarily as conflict management instruments aimed at preventing escalation and facilitating cooperation. Consequently, reliance on these mechanisms alone is insufficient to ensure certainty or resolve sovereignty disputes.

Keywords: China, EEZ, Ten-Dash Line, UNCLOS, Code of Conduct, South China Sea dispute

1. Introduction

Maritime waters are an important area for a country that is often the subject of international disputes. This can be seen in the International Tribunal for the Law of the Sea (ITLOS), a court that handles maritime legal cases arising from the implementation and interpretation of UNCLOS. Since it officially began operating in 1994, there have been 32 cases recorded from various countries around the world that have brought their cases to this court. This shows how risky territorial sovereignty at sea can be, leading many countries to end up in conflict over interests in their maritime territories. This is especially true in the South China Sea.

The South China Sea is a sea area covering 3.5 million square kilometers. This area accounts for 39 percent of the total sea area in Southeast Asia, which is approximately 8.9 million square kilometers. Compared to the total area of the world's oceans, the South China Sea covers about 2.5 percent. This shows that the South China Sea is the largest body of water in the world that plays a strategic role in terms of economy, politics, and security, making this region have great potential for cooperation that can be utilized by countries around the region. The natural resources available in the South China Sea region are also enormous. According to data from the United States Energy Information Administration (EIA), the natural resource potential in the South China Sea consists of 11 billion barrels of oil reserves and 190 trillion cubic feet (Tcf) of natural gas, as well as hydrocarbon reserves that are very important as energy supplies.

Meanwhile, according to energy consultant Wood Mackenzie, there are 2.5 billion barrels of oil and gas reserves in the region. In addition to its strategic role as a trade route,

the South China Sea is also an international communication route connecting the Indian Ocean and the Pacific Ocean, making it the busiest route in the world. This sea area is an international trade route worth no less than US\$5.3 trillion annually.¹

Based on this, it is only natural that countries in the region would compete for control and refuse to relinquish their sovereignty over these maritime territories. This dispute began with the People's Republic of China (PRC) claiming the Spratly and Paracel Islands in 1974 and 1992. This was triggered by the People's Republic of China (PRC) first issuing a map that included the Spratly, Paracel, and Pratas Islands. In the same year, the People's Republic of China (PRC) maintained a military presence on the islands. The PRC government's claim to the territory is based on the Nine Dash Line principle. The Nine Dash Line principle consists of nine imaginary points that indicate China's claim to almost the entire South China Sea. Of course, these claims immediately drew responses from countries whose borders intersect in the South China Sea, primarily the member countries of the Association of Southeast Asian Nations (ASEAN), namely Vietnam, the Philippines, Indonesia, Malaysia, and Brunei Darussalam.

Efforts to resolve disputes in the LCS have been made by ASEAN, ranging from the ASEAN Summit, special forums that bring together the disputing countries, to filing lawsuits with the International Court of Justice by the disputing countries. To date, there have been efforts to implement a document concerning relations between ASEAN and China regarding the LCS in 2002, the Declaration on the Conduct of Parties in the South China Sea (DOC), because these efforts have not yet succeeded in fulfilling the mission of building mutual trust among the countries involved in the LCS conflict and preventing the LCS conflict from escalating further. Therefore, the effort that is still being discussed is to negotiate a Code of Conduct (CoC) for the LCS. Efforts continue to be made to realize the hope that disputes between countries in the LCS will be resolved. However, among the many options for conflict resolution, this case has never been brought before the International Tribunal for the Law of the Sea (ITLOS) because the disputing countries still prioritize peaceful resolution. Nevertheless, despite the South China Sea conflict's continued pursuit of peaceful means, it has yet to achieve results and remains in conflict to this day.

Much research has been conducted on the South China Sea (SCS) dispute, particularly focusing on the legality of the Nine-Dash Line claim and the legal implications of the international arbitration ruling. Darajati, Adolf, and Idris assert that the People's Republic of China's claims based on the Nine-Dash Line are contrary to the provisions of the 1982 United Nations Convention on the Law of the Sea (UNCLOS 1982) and that the 2016 Permanent Court of Arbitration (PCA) ruling is final and binding on the parties. The study reinforces the position of UNCLOS as the primary legal regime for the settlement of international maritime disputes, but does not discuss alternative mechanisms when international legal decisions are not complied with in practice.

In line with this, research by Danang Wahyu Setyo Adi examines international arbitration as a mechanism for resolving disputes in the South China Sea and highlights its limited effectiveness due to the low level of compliance by countries with arbitration decisions.² Although it provides a comprehensive analysis of arbitration procedures and binding powers, the study still focuses on hard law instruments, without examining the role of non-judicial instruments that are developing in regional diplomatic practice.

¹ Edmondus Sadesto Tandingan, "Sengketa Laut Cina Selatan dalam Perspektif Hukum Internasional," *Paulus Law Journal* 1, no. 1 (2020): 88.

² Danang Wahyu Setyo Adi, "Analisis Penyelesaian Sengketa Laut China Selatan oleh Badan Arbitrase Internasional," *Jurnal Hukum Lex Generalis* 1, no. 3 (2020): 39–51.

Furthermore, research by Poppy Fitrijanti and Methodus shows that although PCA decisions are normative, final, and binding, the level of state compliance with international arbitration decisions is still greatly influenced by political interests and national strategies, so that the implementation of these decisions often faces obstacles in practice.³

On the other hand, these studies have not specifically examined the Code of Conduct (CoC) between ASEAN and China as the instrument currently most actively negotiated to manage conflicts in the South China Sea. There is no normative analysis that examines the legal status of the CoC, whether it has binding force under international law or only functions as soft law, and how this implies legal certainty in disputes and consistency with UNCLOS 1982. In fact, the CoC is often promoted as the main solution in maintaining regional stability, even though its position in the international legal system is still unclear.

In addition, discussions regarding the Joint Development Agreement (JDA) in the South China Sea dispute are still very limited and tend to be positioned as a pragmatic solution in the economic field. Previous studies have not critically examined the legal risks of implementing the JDA, particularly in relation to potential violations of the principle of non-prejudice, the possibility of obscuring sovereignty claims, and its relation to the provisions of international treaty law as stipulated in the 1969 Vienna Convention. As a result, the JDA is often perceived as a way out of the dispute, without analyzing that the JDA is not actually a dispute resolution mechanism, but rather a form of temporary conflict management.

Based on this gap, this study aims to fill the research gap by analyzing the normative legal implications of the Code of Conduct and Joint Development Agreement in the South China Sea dispute. This study specifically positions the CoC as an instrument of soft law in international law and examines the legal risks of the JDA within the framework of UNCLOS 1982 and the principle of non-prejudice, in order to emphasize that both instruments are conflict management mechanisms, not substitutes for dispute resolution through international judicial mechanisms.

2. Method

This study uses a normative legal research method by placing law as a norm that is analyzed through an examination of legislation, legal principles, and doctrines developed in legal science, in order to find an argumentative basis for the legal issues faced.⁴ Based on this framework, this study uses a normative legal research method with a legislative approach, a case approach, and a conceptual approach. The research was conducted through a review of secondary legal materials in the form of UNCLOS 1982, the Permanent Court of Arbitration's ruling on the Philippines v. China, the 2002 Declaration on the Conduct of Parties in the South China Sea, the UN Charter, as well as international legal doctrines and literature. Data analysis was conducted qualitatively by interpreting international legal norms to assess the effectiveness of the Code of Conduct and the Joint Development Agreement in resolving disputes in the South China Sea.

3. Results and Discussion

3.1 ASEAN Countries' Response Patterns in the South China Sea Dispute

The South China Sea conflict continues to drag on without any significant resolution. The countries involved have attempted various ways to regain sovereignty over their territories, as follows are the responses and actions of the ten-dash line countries.

³ Poppy Fitrijanti dan Methodus, "Implikasi Putusan Permanent Court of Arbitration dalam Sengketa Laut China Selatan terhadap Kepatuhan Negara," *Jurnal Hukum dan Pembangunan* 49, no. 2 (2019): 259–278.

⁴ I. J. Rifa'i, "Ruang Lingkup Metode Penelitian Hukum," *Metodologi Penelitian Hukum* 6 (2023): 7.

Countries	Primary Response Form	Approaches Used	Policy Interests and Orientations
Filipina	Filed a lawsuit with the Permanent Court of Arbitration (2013)	International litigation (PCA), strategic alliance with the US	Enforcement of UNCLOS 1982, rejection of China's historical claims, strengthening of international legal position
Vietnam	Strongly opposing China's claims, strengthening military and diplomacy	Multilateral, soft balancing, deterrence militer	Maintaining the sovereignty of the Paracel Islands, regional balance of power
Brunei Darussalam	Limited claim over Louisa Reef, without open confrontation	Neutrality, bandwagoning	Maintaining stability and economic relations with China
Kamboja	Supporting China's position in the ASEAN forum	Bandwagoning, diplomatic support	The importance of economic and military assistance from China
Malaysia	Maintaining good relations with China, avoiding escalation	Bilateral approach, trust-based diplomacy	Regional stability and economic interests
Indonesia	Initially neutral, then asserting sovereignty in Natuna	Active diplomacy, strengthening maritime security	Protection of the Natuna EEZ, affirmation of international maritime law
Laos	Not showing an active attitude	Neutral, following the majority of ASEAN	Domestic interests and minimal direct impact
Myanmar	Supporting China's position	Bilateral cooperation	Economic and political interests with China

The results of the study show that the responses of countries affected by China's Iten-Dash Line claim are fragmented and inconsistent, reflecting differences in national interests, military capabilities, and economic and g eopolitical dependencies. The lack of a collective response at the regional level weakens ASEAN's position in facing China's unilateral maritime claims.⁵

The Philippines presented a confrontational legalistic approach by filing a lawsuit with the Permanent Court of Arbitration (PCA) in 2013, which resulted in a 2016 ruling affirming that China's historical claims have no legal basis under UNCLOS 1982. However, despite

⁵ Hong-Kong To Nguyen, "Mapping a Decade of Disputant and Non-Disputant Behaviors in the South China Sea Dispute," *Marine Policy* 165 (2024): 106189, <https://doi.org/10.1016/j.marpol.2024.106189>

the ruling being final and binding under international law, the absence of an effective enforcement mechanism has allowed China to continue its activities in the disputed area. This situation has prompted the Philippines to combine legal channels with the strengthening of security alliances, particularly with the United States, as a balancing strategy.

Vietnam has demonstrated a more comprehensive confrontational stance by combining the internationalization of issues, multilateral diplomacy in ASEAN and global forums, and the modernization of its defense capabilities. This strategy aims to increase deterrence against China while limiting its room for unilateral maneuver in the region. Vietnam's approach reflects a hedging effort that balances resistance to Chinese dominance without completely severing economic ties.⁶

In contrast, Brunei Darussalam has chosen a more accommodating and low-risk strategy, asserting limited continental shelf claims without military escalation, and strengthening bilateral economic cooperation with China. A similar pattern can be seen in Cambodia and Laos, which tend to support China's position in regional forums due to their dependence on economic and political assistance. This stance structurally weakens ASEAN's internal cohesion and complicates the formation of a common consensus in responding to the South China Sea conflict.⁷

Malaysia has taken a pragmatic and cautious stance, emphasizing regional stability and avoiding the internationalization of disputes, while maintaining relatively stable diplomatic relations with China. Indonesia, although not a claimant country, has shown a shift in attitude from active neutrality towards asserting its sovereignty since China's claims intersect with the Exclusive Economic Zone around the Natuna Islands. The rejection of the traditional fishing ground argument and the strengthening of maritime patrols reinforce Indonesia's commitment to enforcing UNCLOS 1982 as the main legal framework.

From a normative legal perspective, the fragmented responses of ASEAN member states reveal an uneven internalization of binding international maritime law obligations, particularly those established under the United Nations Convention on the Law of the Sea (UNCLOS) 1982. Although UNCLOS provides a comprehensive legal regime governing maritime zones, sovereign rights, and dispute settlement, its effectiveness is contingent upon consistent interpretation and collective adherence by coastal and non-coastal states alike. The absence of a coordinated ASEAN legal response therefore constitutes not merely a political limitation, but a normative deficiency in regional compliance with international maritime law.

Normatively, China's Ten-Dash Line claim directly contradicts the object and purpose of UNCLOS, which rejects historical rights claims that are not grounded in clearly defined maritime zones. ASEAN states that explicitly invoke UNCLOS-based mechanisms—such as arbitration, diplomatic legal protests, or the enforcement of Exclusive Economic Zone rights—contribute to reinforcing UNCLOS as a *lex specialis* governing maritime entitlements. Conversely, ASEAN members that refrain from legal assertion or tacitly accommodate unilateral claims weaken the normative authority of UNCLOS by allowing competing legal narratives to persist without formal challenge.

The legal consequences of this fragmentation extend to ASEAN's capacity to function as a normative actor in regional maritime governance. While international law does not impose an obligation on states to litigate disputes, consistent non-invocation of legal remedies erodes the normative expectation of peaceful dispute settlement under Part XV of UNCLOS. This undermines the credibility of ASEAN-led instruments, particularly the Code of Conduct in the South China Sea, which lacks binding force and relies heavily on shared

⁶ Hong-Kong To Nguyen, "Mapping a Decade of Disputant and Non-Disputant Behaviors in the South China Sea Dispute," *Marine Policy* 165 (2024): 106189, <https://doi.org/10.1016/j.marpol.2024.106189>

⁷ Ibid

legal commitment. Without normative convergence among its members, ASEAN risks reducing UNCLOS from a binding legal regime to a selectively applied reference, thereby weakening the rules-based maritime order in the South China Sea.

3.2 Efforts to Resolve the South China Sea Dispute

Various efforts have been initiated by international institutions to mitigate the conflict, but to date, no consensus has been reached due to the principle of non-intervention adopted by the disputing countries and differences in interests between countries. The disputing countries prioritize consensus over a voting system, causing the issue to continue. China has not complied with the agreements reached through bilateral and multilateral forums. There are several methods of dispute resolution that carry less risk.

First, there is a joint development agreement between China and the disputing countries. A Joint Development Agreement is an international agreement between countries. The agreement contains a scheme for the sharing and use of resources (resource sharing) that is designed to achieve a common goal. The concept of a Joint Development Agreement, or JDA, could be a solution to the South China Sea conflict, where the JDA concept is an alternative solution to resolving disputes, but this does not mean that the JDA can resolve disputes directly. When a JDA is agreed upon in a disputed area, the status quo of the disputed area will remain intact. However, in practice, a JDA provides a bridge for the parties to continue to reap economic benefits through cooperation in the exploration and exploitation of natural resources within the area. Although it sounds utopian, this concept has been implemented by Malaysia and Thailand in the Gulf of Thailand.⁸

This concept can be applied if the parties can prioritize the interests and conditions of each country by considering economic, political, and technological factors. For example, in the case of Myanmar and China, China provided financial and technical assistance for the construction of a naval base on Haingyi Island. In return, China gained access to use the facilities at the base. This can be applied by China and other countries involved in the South China Sea dispute. However, it is true that this concept is quite difficult to apply to the Philippines, which strongly opposes the Nine Dash Line. In addition to the historical background of the dispute, this country also has a very contradictory political stigma and political will, where the power struggle between the United States and China has caused the Philippines to lean towards the United States in condemning China's actions and will certainly reject this agreement because the Philippines has already become a supporter of the United States as the greatest power.

However, the People's Republic of China can establish Joint Development Agreements with countries that tend to be neutral, such as Laos, Myanmar, Brunei, and Cambodia, while still paying attention to aspects of social stigma and political will alignment so that the JDA runs fairly and equitably.

Next, the legal implications of Joint Development Agreements in international law. Within the framework of international maritime law, the 1982 United Nations Convention on the Law of the Sea (UNCLOS) is a binding legal instrument and the main basis for regulating the rights and obligations of states in maritime areas. Article 279 of UNCLOS affirms the obligation of States Parties to settle disputes peacefully, while Part XV of UNCLOS provides for binding dispute settlement mechanisms, including through arbitration and international courts. The existence of non-adjudicative mechanisms such as

⁸ Sufian Jusoh, Muhammad Faliq Abd Razak, & Ahmad Rizal Mohd Yusof, "Malaysia-Thailand Joint Development Agreement," *Chinese Journal of International Law* 22, no. 1 (March 2023): 167–176, <https://doi.org/10.1093/chinesejil/jmad014>

the Joint Development Agreement (JDA) cannot be interpreted as a substitute for the obligation of states to uphold UNCLOS. If the JDA is implemented without explicit reference to the provisions of UNCLOS, there is a risk that such cooperation arrangements will actually obscure the application of international maritime law norms. Therefore, from a normative perspective, the JDA can only be justified to the extent that it is placed as a provisional arrangement as referred to in Article 74 paragraph (3) and Article 83 paragraph (3) of UNCLOS, and does not negate the rights and obligations of states to finalize the delimitation of territories based on international law.

It is important to emphasize that a Joint Development Agreement is not a dispute settlement mechanism under international law. A JDA does not establish territorial boundaries, does not settle sovereignty claims, and does not produce final and binding decisions as dispute settlement mechanisms under UNCLOS or international tribunals such as ITLOS do. Normatively, the JDA is more accurately understood as a temporary instrument of economic cooperation and joint resource management. Its main function is to avoid open conflict and enable the pragmatic utilization of resources, without touching on the core of the legal dispute. Therefore, although the JDA can contribute to regional stability, its existence does not eliminate the need for legal dispute resolution. In other words, the JDA should not be positioned as a substitute for the dispute resolution mechanisms stipulated in UNCLOS 1982. The implementation of the Joint Development Agreement (JDA) in disputed maritime areas carries a number of legal risks that need to be carefully analyzed from an international law perspective. Although the JDA is often promoted as a pragmatic solution to avoid conflict escalation and enable joint resource utilization, normatively, the JDA is not an instrument free from legal consequences.

The main legal risk lies in the potential for interpretation that the implementation of such cooperation reflects implicit recognition of another party's sovereignty or sovereign rights. In international law, state conduct can be used as the basis for establishing subsequent practice that influences the assessment of claims in the future. If the JDA does not explicitly contain a non-prejudice clause, then the economic cooperation undertaken risks being interpreted as weakening the legal position of a state in a maritime territorial dispute.

In addition, there is a risk of legal uncertainty regarding the status of jointly managed areas. Without clarity regarding the provisional nature of the JDA, the arrangement has the potential to conflict with the provisions of Article 74 paragraph (3) and Article 83 paragraph (3) of UNCLOS 1982, which require that provisional arrangements must not impede or preempt the final settlement of the delimitation of areas. In this context, the JDA must be clearly positioned as an administrative and economic mechanism, not as an arrangement that affects the establishment of maritime boundaries.

Other legal risks relate to accountability and law enforcement. Since JDAs are generally not part of a binding dispute resolution mechanism, violations of JDA provisions are often only resolved through diplomatic mechanisms or renegotiation. This situation creates limitations in the enforcement of the rights and obligations of the parties, especially when there is an imbalance of political and economic power between countries.

Thus, it can be normatively concluded that although JDAs have functional value in reducing conflict and promoting cooperation, their implementation must be accompanied by the formulation of clear legal clauses, strict limitations on scope, and an affirmation that JDAs do not affect the sovereignty claims or sovereign rights of the parties. Without such normative safeguards, the JDA has the potential to become an instrument that actually increases legal risks, rather than providing legal certainty in the management of disputed maritime areas.

Then there was the ratification of the Code of Conduct. From 1990 to 2003, ASEAN, as a mediator, sought to resolve the conflict in the South China Sea, beginning with negotiations initiated by Indonesia and Canada through the Canadian International Development Agency (CIDA), which resulted in the formation of a political document, namely the Declaration on the Conduct of Parties in the South China Sea (DOC), better known as the Manila Declaration, which was drafted in 1992 in Manila.

The DOC is a political document designed to reduce tensions, promote cooperation, build trust between ASEAN and China, and create favorable conditions for the resolution of disputes in the South China Sea through peaceful consultation, cooperation, and other negotiations aimed at building trust among the disputing countries. This is stated in paragraph 4 of the DOC: “The parties concerned undertake to resolve their territorial and jurisdictional disputes by peaceful means, without resorting to the threat or use of force, through friendly consultations and negotiations by sovereign states directly concerned, in accordance with universally recognized principles of international law, including the 1982 UN Convention on the Law of the Sea.”⁹

The articles in this declaration are as follows:

- 1) Reaffirmation of the Principles of International Law as Fundamental Norms
The initial provisions of the declaration reaffirming the parties' commitment to the UN Charter, UNCLOS 1982, ASEAN TAC, and the principle of peaceful coexistence position this declaration as a normative instrument based on general principles of international law. Legally, this clause serves as a normative anchor that affirms that any subsequent mechanisms, whether a Code of Conduct (CoC) or a Joint Development Agreement (JDA), must not deviate from the framework of international maritime law, particularly the UNCLOS maritime zoning regime. Thus, this declaration limits the scope for unilateral interpretation of historical claims that are not in line with modern maritime law.
- 2) Building Trust as a Conflict Prevention Tool
The commitment to build trust and confidence reflects the application of confidence-building measures (CBMs) recognized in preventive international law. In the context of the South China Sea, this clause does not create substantive obligations that are hard law, but serves as an important procedural obligation in preventing conflict escalation. CBMs are a normative prerequisite for the formation of a more binding CoC and for the implementation of a JDA that requires a high level of trust between claimant states.
- 3) Freedom of Navigation and Overflight
The affirmation of freedom of navigation and overflight in the South China Sea has significant legal implications. This clause affirms the freedom of navigation regime as stipulated in UNCLOS 1982, particularly in relation to the high seas and Exclusive Economic Zones (EEZ). Normatively, this provision rejects the legitimacy of unilateral restrictions on international shipping lanes, while strengthening the position of non-claimant states. In the context of the CoC, this principle becomes a non-derogable norm that cannot be negotiated, while in the JDA, it limits the scope of cooperation so as not to interfere with the peaceful passage rights of third parties.
- 4) Peaceful Dispute Resolution
The obligation to settle disputes peacefully without the threat or use of force is a direct manifestation of Article 2 paragraphs (3) and (4) of the UN Charter. However, the phrase “through consultation and negotiation by the states directly concerned” indicates a preference for non-judicial bilateral or plurilateral mechanisms. Critically, this

⁹ ASEAN Secretariat, “Declaration on the Conduct of Parties in the South China Sea,” 14 May 2012, accessed 11 April 2023, <https://asean.org/declaration-on-the-conduct-of-parties-in-the-south-china-sea-2/>

provision has the potential to limit the use of mandatory dispute settlement mechanisms under UNCLOS, as seen in the rejection by some parties of the 2016 South China Sea arbitration. This poses a normative challenge to the effectiveness of the CoC and JDA.

- 5) **The Principles of Self-Restraint and Non-Escalation**
The self-restraint clause, particularly the prohibition on occupying uninhabited maritime features, is an important norm in maintaining the status quo. Although it is soft law, this provision has legal value as a standard of conduct that can be used as a reference in assessing good faith. Violation of this principle can weaken the legitimacy of a country's claims and undermine the prerequisites for stability necessary for the establishment of a JDA in disputed areas.
- 6) **Cooperation While Awaiting Final Resolution of Dispute**
Provisions that open up opportunities for cooperation prior to the comprehensive settlement of disputes form the normative basis for Joint Development Agreements. Legally, this clause is in line with Article 74 paragraph (3) and Article 83 paragraph (3) of UNCLOS, which encourage provisional arrangements without prejudice to sovereignty claims. However, the main risk lies in the potential interpretation of cooperation as implicit recognition of the other party's claims if it is not formulated with a clear without prejudice clause.
- 7) **Ongoing Consultation and Transparency**
Komitmen terhadap dialog berkelanjutan dan konsultasi reguler mencerminkan prinsip continuous dialogue in the settlement of international disputes. In the CoC, this clause serves as a compliance mechanism, albeit without sanctions. The absence of a clear enforcement mechanism highlights the limitations of this declaration as an instrument of soft law.
- 8) **Obligation to Respect the Declaration and Consistency of Actions**
The parties' declaration of willingness to respect the declaration and act consistently with it gives rise to moral and political obligations, but does not yet reach the level of a legally binding obligation. In international treaty law, this clause is more accurately characterized as a political commitment than as a binding international agreement as defined by the 1969 Vienna Convention.
- 9) **Call to Third Countries**
The encouragement for other countries to respect the principles of the declaration demonstrates an effort to build a regional normative order. However, legally speaking, this provision does not create an obligation for non-signatory countries, but is rather persuasive and diplomatic in nature.
- 10) **Towards a More Binding Code of Conduct**
The affirmation of the need to adopt the CoC places this declaration as a transitional instrument. Normatively, the DOC serves as a bridge from soft law to the CoC, which is expected to have elements of hard law, including enforcement and dispute resolution mechanisms. The effectiveness of the CoC in the future will greatly determine the success of the JDA as a pragmatic instrument in managing conflicts in the South China Sea.

To date, no country has fully complied with the contents of the DOC, even though the articles contained in the DOC vary considerably from one country to another. After the DOC was finalized, only a few examples of bilateral and multilateral cooperation projects in the South China Sea have been established. Even before 2011, progress on the drafting of a Code of Conduct document was slow. Some experts argue that the Declaration of Conduct document does not have the power to pressure the countries concerned to restrain the actions of the disputing parties in the South China Sea. The Declaration of Conduct

document does not yet have a mechanism to monitor or bind the parties to comply with the contents of the agreement. In fact, a number of experts argue that China has no interest in the process of drafting the Declaration of Conduct and has no intention of implementing the contents of the Declaration of Conduct, which in fact threatens China's sovereignty claims in the South China Sea.

More specifically, it can also be said that the relatively stable situation in the South China Sea prior to 2008 was one of the reasons why the parties involved in the dispute did not intend to take serious steps to implement the DOC either individually or collectively. Because the DOC document does not contain an explanation of the scope of the territory regulated by the DOC document, there is uncertainty regarding the scope of the territory covered by the DOC document. Therefore, the drafting of the Code of Conduct will emphasize its binding nature.

Furthermore, there are implications of COC Law in International Law. In international law, the status of a state's obligations is determined by whether an instrument qualifies as a binding international agreement. Based on Article 2 paragraph (1) letter a of the 1969 Vienna Convention on the Law of Treaties, an international agreement is defined as "an international agreement concluded between States in written form and governed by international law." The determination of the binding force of an instrument depends not only on its written form, but also on the intention of the parties to be legally bound.

The Code of Conduct (CoC) in the South China Sea, although agreed upon by ASEAN countries and China, does not normatively indicate the parties' intention to create binding legal obligations. The CoC has not been ratified as an international agreement, has not been registered in accordance with Article 102 of the UN Charter, and does not contain any sanctions clauses or legal accountability mechanisms. Thus, the CoC is more accurately classified as a soft law instrument, which shapes political commitments and expectations of state behavior, but does not give rise to legal obligations as hard law does.

Then there are the implications for legal certainty in disputes. One of the main objectives of international law is to create legal certainty in the settlement of disputes between states. In the context of the South China Sea dispute, legal certainty requires clarity regarding rights, obligations, and dispute resolution mechanisms that are final and binding. However, normatively, the Code of Conduct does not regulate maritime boundaries, does not determine the status of sovereignty claims, and does not designate a dispute resolution forum with adjudicative jurisdiction.

The absence of such provisions means that the CoC cannot provide legal certainty regarding existing disputes. The CoC functions more as an instrument for preventing conflict escalation and managing regional stability, rather than as a means of legal dispute resolution. As a result, although the CoC can reduce short-term tensions, it does not resolve the root causes of disputes and has the potential to maintain the status quo of conflict without clear legal certainty.

Then there are the implications for relations with UNCLOS 1982. Normatively, the Code of Conduct must be positioned within the framework of international maritime law governed by the United Nations Convention on the Law of the Sea (UNCLOS) 1982. Article 279 of UNCLOS affirms the obligation of States Parties to settle disputes peacefully, while Article 74(3) and Article 83(3) of UNCLOS regulate the obligation of disputing States to make provisional arrangements without prejudice to the final settlement of maritime delimitation.

In this context, the CoC can be understood as a temporary behavioral regulation aimed at maintaining stability and preventing open conflict. However, the CoC cannot replace the dispute settlement mechanisms provided by UNCLOS, including delimitation negotiations,

arbitration, and international adjudication. If the CoC is positioned as a substitute for the legal mechanisms of UNCLOS, it has the potential to weaken UNCLOS as a binding and comprehensive international maritime legal regime.

Furthermore, Implications for International Law Enforcement. In the framework of international law enforcement, violations of a legal obligation can, in principle, give rise to state responsibility. However, because the Code of Conduct is not legally binding, violations of its provisions cannot directly give rise to legal consequences in the form of international responsibility. There is no legal basis for bringing violations of the CoC to international judicial forums such as ITLOS or arbitration under UNCLOS.

The legal implications of the CoC on international law enforcement are therefore limited and rely more on non-judicial mechanisms, such as diplomatic pressure, international reputation, and the good faith of the parties involved. This condition shows that the effectiveness of the CoC is highly dependent on political commitment, rather than on coercive law enforcement mechanisms. Based on this normative analysis, the Code of Conduct in international law cannot be viewed as an instrument of law enforcement, but rather as a soft law mechanism that serves to support stability and conflict management. Therefore, the existence of the CoC does not eliminate the obligation of the states parties to remain subject to UNCLOS 1982 and to pursue legal and binding dispute settlement mechanisms.

4. Conclusion

Based on this analysis, the author concludes that the South China Sea conflict, which involves eight Asian countries, is based on China's political will to become a central power and superpower. This conflict can be resolved in accordance with the concepts outlined by the author, such as joint development, a code of conduct, and international arbitration. This, of course, must be accompanied by a reduction in the ego of each country and the avoidance of actions that have the potential to cause conflict, even though it is true that each country has a different response to the symptoms of international change and dynamics. Most countries tend to prioritize national interests and make problems even more complex, so that issues drag on without any progress being made towards reaching an understanding. China's claim to the Ten Dash Line based on historical rights is not legally recognized due to the issuance of the International Court of Arbitration's ruling with reference to UNCLOS 1982, and China must comply with this ruling if it still wants to manage or obtain benefits from the territorial waters traversed by the Nine Dash Line. China must engage in joint development with countries that have territorial rights in the region. It cannot simply make claims without a clear legal basis. In addition, litigation through the ITLOS court can also be a last resort option.

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