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Indonesia: Law & Practice
Agus Ahadi Deradjat (Agung), Gustaaf Reerink, Adri Dharma, Karina Widyaputri and Ilma Sulistyani
ABNR Counsellors at Law

INDONESIA

Law and Practice

Contributed by:
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ABNR Counsellors at Law was founded in 1967 and is Indonesia's longest-established law firm. ABNR has played a pivotal role in shaping the development of international commercial law in the country, particularly during its economic reopening to foreign investment in the 1960s. Today, with a team of around 120 legal professionals – including 20 partners and four foreign counsels – ABNR stands as Indonesia's largest independent full-service law firm. ABNR is proud to have female lawyers at the partnership level, reflecting the firm's commitment to diversity and inclusion. The firm has consistently maintained its position as a top-tier law firm since its establishment. ABNR is ranked as a Leading Firm by Chambers and Partners in their Asia-Pacific and FinTech Guides, and is also ranked in Chambers Global.

The firm would like to thank Jacob Zwaan and Asshary Arbaa at PT Alvarez & Marsal Indonesia for their assistance in preparing a response to the questions under section 5. Tax Law in this Guide.

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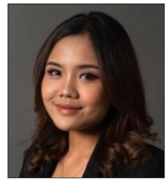

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1. Legal System

1.1 Legal System and Judicial Order

The Indonesian legal system adopts the civil law system, where statutory law constitutes the primary source of law. While judicial precedents may be considered by judges in rendering decisions, they do not carry binding authority as they do in common law systems.

The basic organisation of the judicial order in Indonesia is structured under the authority of the Supreme Court (*Mahkamah Agung*) and consists of four branches of courts, each with a two-tiered structure (first instance and appellate level), as follows.

- General Court (*Peradilan Umum*), which has jurisdiction over civil and criminal cases involving the general public.
- State Administrative Court (*Pengadilan Tata Usaha Negara*), which has jurisdiction over disputes arising from state administrative decisions (eg, issuance of government permits or sanctions).
- Religious Court (*Pengadilan Agama*), which has jurisdiction over personal and family law matters for Muslims (eg, marriage, divorce and inheritance).
- Military Court (*Pengadilan Militer*), which has jurisdiction over criminal offences committed by members of the military.

In addition to the Supreme Court, Indonesia also has the Constitutional Court (*Mahkamah Konstitusi*), which functions as a judicial body of first and final instance, with decisions that are final and binding. The Constitutional Court has jurisdiction over the following matters:

- judicial review of laws against the constitution;
- disputes concerning the authority of state institutions;
- disputes regarding the results of general elections;
- the dissolution of political parties; and
- the impeachment of the president or vice president.

2. Restrictions on Foreign Investments

2.1 Approval of Foreign Investments

As a general rule, foreign investors are not required to obtain prior approval to invest in Indonesia. Regardless, every business undertaking in Indonesia, whether domestic or foreign-owned, is required to obtain the appropriate licences based on its business activities in order to operate legally in the country.

Under the current regulatory framework, business licensing is processed through the Risk-Based Approach Online Single Submission System ("RBA OSS System"), which is administered by the Indonesian Investment Coordinating Board (BKPM). The type of licence required depends on the risk level of the business activities, as classified within the RBA OSS System.

This risk classification directly affects the scope and complexity of the applicable licensing requirements. Business activities deemed to carry a higher level of risk are subject to more stringent licensing obligations. Conversely, if a business activity is considered low-risk – ie, it does not have a significant impact on health, safety, the environment, or the utilisation of resources – it will generally only require a Business Identification Number (*Nomor Induk Berusaha* or NIB) to operate, without the need for additional licensing.

Business activities classified as medium-low, medium-high, or high risk are subject to additional requirements, which may include standard certifications, business licences, and/or commercial or operating licences, depending on the risk level and the nature of the activity.

The applicable licensing requirements for each risk category are detailed in Government Regulation No 28 of 2025 ("GR 28/2025") on the Implementation of Risk-Based Licensing, which supersedes the previous Government Regulation No 5 of 2021 ("GR 5/2021"). These requirements are further regulated by implementing technical regulations, including ministerial regulations.

Foreign Ownership Limitation

In addition to the above, businesses must also comply with applicable foreign ownership limitations.

Pursuant to Presidential Regulation No 10 of 2021 on Investment and Business Lines, as amended by Presidential Regulation No 49 of 2021 (the "Investment List"), all business sectors are generally open to foreign investment, except for those that are:

- expressly closed to investment; or
- reserved exclusively for the central government – namely, activities of a service-oriented nature or those related to defence and security that are considered strategic and cannot be conducted in co-operation with other parties.

Although the majority of business sectors permit up to 100% foreign ownership, certain sectors remain subject to foreign ownership restrictions or limitations as set out under the Investment List.

2.2 Procedure and Sanctions in the Event of Non-Compliance

Investors seeking to operate in Indonesia may apply for business licences via the RBA OSS System. For businesses categorised as low-risk or medium-low risk, the licensing process is primarily self-assessed. Upon submission of a complete application, the system will automatically issue the relevant licence.

In contrast, businesses classified as medium-high or high risk are subject to additional licensing process. These include the fulfilment of specific business requirements and verification by the relevant supervisory ministries. Once these requirements are met and verified, the RBA OSS System will proceed to issue the appropriate licence.

Operating a business in Indonesia without proper licensing may result in administrative sanctions under the Investment Law (Law No 25 of 2007, as amended). These sanctions include:

- written warnings;
- limitations on business activities;
- suspension of business operations and/or investment facilities; and
- revocation of business operations and/or investment facilities.

Additional sanctions, including criminal sanctions, may also be imposed in accordance with other applicable laws and regulations.

2.3 Commitments Required From Foreign Investors

Foreign investment (*penanaman modal asing* or PMA) companies are subject to a minimum investment requirement pursuant to BKPM Regulation No 4 of 2021 on Guidelines and Procedures for Risk-Based Business Licensing Services and Investment Facilities. In general, the minimum investment for a PMA company must exceed IDR10 billion (approximately USD700,000), excluding the value of land and buildings, calculated per KBLI (Indonesian Standard Business Classification or *Klasifikasi Baku Lapangan Usaha di Indonesia*) code and per project location. Certain business activities are subject to a higher minimum investment threshold, including those in the financial institutions, port operations, and activities that depend on sea terminals or jetties.

The required investment amount may be funded through a combination of equity (capital injection), loans, and/or retained earnings (the latter applicable only to existing companies). This investment is intended to support the company as a going concern and is not required to be fully expended at the outset. The realisation of the investment may be carried out gradually, in line with the company's operational and financial needs.

In addition to the minimum investment requirement above, PMA companies are also required to have a minimum issued and paid-up capital of at least IDR10 billion.

Furthermore, to obtain the relevant business licences, investors may be required to fulfil additional business-specific requirements depending on the nature of their activities.

2.4 Right to Appeal

Generally, investments that meet all stipulated requirements should not be withheld by the authorities. Consequently, there is no dedicated investment-specific mechanism for investors to challenge the authorities' refusal to authorise an investment. However, unlawful refusals by the authorities may be challenged through the State Administrative Court.

Additionally, in accordance with the Investment Law, any disputes between the Indonesian government and foreign investors regarding investment activities must first be resolved through amicable means. If an amicable settlement cannot be achieved, the parties may seek resolution through international arbitration as mutually agreed by both parties. This process applies to investments that have been realised and are based on specific agreements between the investors and the government.

3. Corporate Vehicles

3.1 Most Common Forms of Legal Entity

The most common corporate vehicle for investment in Indonesia – particularly for profit-oriented ventures – is the limited liability company (*Perseroan Terbatas* or PT). The Investment Law explicitly requires that foreign direct investment be carried out through a PT.

General Overview of Limited Liability Company

Law No 40 of 2007 on Limited Liability Companies as amended ("Company Law") defines a PT as a legal entity that constitutes a capital partnership, established based on an agreement, and conducts business activities with authorised capital that is entirely divided into shares.

The definition also extends to individual legal entities that meet the criteria for Micro and Small Enterprises under applicable laws and regulations. However, this category is not further discussed herein, as the focus is on PMA.

A PT that is partly or wholly owned by foreign investors is classified as a PMA.

Minimum Number of Shareholders

Company Law requires that a PT have at least two shareholders, who may be individuals, legal entities, or a combination of both. If a PT becomes owned by a single shareholder, the law mandates that within six months either: (i) the sole shareholder must transfer part of their shares to another party, or (ii) the company must issue new shares to one or more additional parties.

Minimum Share Capital

A PT's capital structure consists of: authorised capital, issued capital, and paid-up capital.

The authorised capital refers to the total capital (or portfolio capital) of a company. The Company Law requires that at least 25% of the authorised capital be issued and fully paid-up, meaning the authorised capital may be up to four times the issued capital.

For PMA companies, the minimum issued and paid-up capital requirement is IDR10 billion.

3.2 Incorporation Process

The incorporation of a PT in Indonesia involves the following key steps.

1. Preparation and execution of the Deed of Establishment (DOE). The founders must prepare a draft DOE, which includes the company's Articles of Association (AOA). The DOE must be executed physically by the founders or their authorised proxies before an Indonesian Notary.

2. Preparation and execution of ancillary documents. In addition to the DOE, the notary typically requires all founders, directors, and commissioners to execute various supporting documents. These may include statements regarding capital payment, company domicile, tax registration, and identification of the company's beneficial owner. The timeline for this step depends on the availability of the relevant parties.

3. Filing with the Ministry of Law (MOL). Within 60 calendar days of executing the DOE, the notary must file the DOE and its ancillary documents through the MOL's online system. Approval from the MOL may be granted on the same day following submission of all required documentation. Upon approval, the company obtains legal entity status and is authorised to conduct legal actions in its own name.

The formal incorporation process is quite straight forward and not too time consuming. The process can be completed within a few days. However, investors must consider time required for the founders to prepare the AOA and ancillary documents, including execution of these documents.

3.3 Ongoing Reporting and Disclosure Obligations

Indonesian private PTs are subject to several mandatory filing and reporting requirements, including the following.

1. Filing of company data with the MOL – in relation to company establishment and ongoing corporate governance matters – such as amendments to the AOA, changes in shareholding, and changes in the composition of the Board of Directors (BOD) or Board of Commissioners (BOC), every PT must submit filings to the MOL. These corporate actions must be formalised through a notarial deed, which is then submitted to the MOL for approval (in the case of establishment and certain AOA amendments) or notification, as applicable. In practice, these filings are facilitated by the notary who prepares the deed.

2. Registration of beneficial owner (BO) – to support efforts in combating money laundering and terrorism financing, the Indonesian government requires corporations – including PTs, foundations, and co-operatives – to identify and report their beneficial owners. Pursuant to Presidential Regulation No 13 of 2018 on the Identification of Beneficial Owners of Corporations, companies must conduct a self-assessment to determine their individual BOs based on the following criteria:

- ownership of more than 25% of shares;
- control of more than 25% of voting rights as stated in the AOA;
- entitlement to more than 25% of the company's annual profits;
- authority to appoint or remove members of the board;
- authority to control the company without requiring approval from others;
- receipt of benefits from the company; and/or
- actual ownership of the funds.

The BO information must then be submitted to the MOL. This submission is typically facilitated by a notary, acting under a power of attorney.

3. Investment activity report – as mandated by BKPM Regulation No 5 of 2021, all business entities are required to submit periodic investment activity reports (*Laporan Kegiatan Penanaman Modal* or LKPM) on a quarterly basis. These reports detail the realisation of the company's investment plans and are recorded in the OSS system.

4. Other sector-specific reporting obligations – depending on the nature of its business activities, a PT may also be subject to additional reporting requirements, such as import realisation reports, environmental compliance reports, and humanpower-related filings.

3.4 Management Structures

Two-Tier Management Structure of PT

Indonesian PTs adopt a two-tier management structure comprising: (i) a BOD, responsible for day-to-day management and representation of the company; and (ii) a BOC, responsible for supervisory and advisory functions. A PT must have at least one director and one commissioner.

BOD

The BOD is fully responsible for managing the company in accordance with its objectives and purposes, acting in the best interests of the company. It is authorised to represent the company both in and outside of court, formulate policies, and oversee daily operations.

The company's AOA may designate specific director(s) to represent the BOD in acting on behalf of the company.

The BOD's authority to represent the company is generally unlimited and unconditional, unless restricted by the Company Law, the AOA, or a resolution of the General Meeting of Shareholders (GMS). Any such resolution must not conflict with the law or the AOA.

In practice, the AOA often stipulates reserved matters that require prior approval from the BOC or the GMS. Additionally, the BOD must operate within the scope of the company's stated business activities and comply with applicable licences and permits issued by relevant authorities.

BOC

The BOC's primary role is to supervise the BOD's management of the company and provide strategic advice.

Unlike the BOD, BOC members do not have executive authority and may not act individually. All supervisory and advisory actions must be taken collectively through formal BOC resolutions. However, in the absence of all members of BOD, the BOC may temporarily assume management responsibilities for a limited period in accordance with the applicable laws and regulations.

3.5 Directors', Officers' and Shareholders' Liability

As a general principle under Indonesian Company Law, directors of a PT are not personally liable to third parties for corporate actions undertaken in the course of their duties, provided such actions fall within the scope of their authority as defined by the company's AOA, GMS resolutions, and applicable laws.

However, the Company Law recognises the doctrine of piercing the corporate veil, under which directors may be held jointly and severally liable to third parties for tortious acts if they act beyond the limits of their authority. A member of the BOD may be exempt from liability for company losses if they can demonstrate that:

- the losses were not caused by their fault or negligence;
- they managed the company in good faith and with prudence, in alignment with the company's objectives and purposes; and
- they took reasonable steps to prevent the occurrence or continuation of losses, including efforts to obtain information about management actions that led to such losses – such as through participation in BOD meetings.

As the name implies, a PT offers limited liability protection to its shareholders. Shareholders are not personally liable for the company's legal actions or financial losses beyond the value of their shares. However, this protection may be disregarded in certain circumstances where the corporate veil is pierced, including the following.

- The company has not obtained or fails to maintain its legal entity status.
- A shareholder, directly or indirectly, acts in bad faith by using the company for personal gain.
- A shareholder is involved in an unlawful act committed by the company.
- A shareholder unlawfully uses the company's assets, resulting in insufficient assets to cover liabilities.

Additionally, if a PT has only one shareholder for more than six months, that shareholder may be held personally liable for all obligations and losses of the company.

4. Employment Law

4.1 Nature of Applicable Regulations

Employment relationships in Indonesia are primarily governed by Law No 13 of 2003 on Labour, as most recently amended by Law No 6 of 2023 on the Stipulation of Government Regulation No 2 of 2022 on Job Creation into Law ("Labour Law"), along with its implementing regulations, including Government Regulation No 35 of 2021 on Fixed-Term Employment, Outsourcing, Working Hours and Rest Times, and Employment Termination ("GR 35/2021").

Under the Labour Law, an employment relationship is established through the existence of an employment contract between the employer and the employee. This contract may be structured as either:

- an indefinite-term employment agreement (permanent); or
- a definite-term employment agreement, which may only be used for:
  - (a) completion of a specific task; or
  - (b) a specific period not exceeding five years.

4.2 Characteristics of Employment Contracts

Under the Indonesian Labour Law, employment contracts, whether for a definite-term and an indefinite-term, are subject to distinct legal characteristics and formal requirements.

A definite-term employment contract must be made in writing, in the Indonesian language, and must include the following elements:

- name, address, and type of business of the company;
- name, gender, age, and address of the employee;
- job title or type of work;
- workplace location;
- amount of wages and the method of payment;
- terms of employment outlining the rights and obligations of both the employer and the employee;
- start date and duration of the employment contract;
- place and date the contract was made; and
- signatures of both parties involved in the contract.

An indefinite-term (permanent) employment contract may be made verbally or in writing. If made verbally, the employer is required to issue a letter of appointment once the employee is confirmed as permanent – typically after completing a pro-

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bation period of up to three months. This letter must include at least the following:

- name and address of the employee;
- date the employee begins work;
- type of work to be performed; and
- amount of wages to be paid.

4.3 Working Time

The Indonesian Labour Law sets out clear standards for working hours and overtime, with flexibility for certain business sectors.

Standard Working Hours

The law specifies two standard working hour arrangements:

- seven hours per day and 40 hours per week for companies operating on a six-day workweek, or
- eight hours per day and 40 hours per week for companies with a five-day workweek.

These provisions may not apply to companies in specific sectors that require continuous operations or have unique scheduling needs, where alternative arrangements are permitted.

Overtime Work

- Employer instruction and employee consent – overtime must be explicitly ordered by the employer and agreed to by the employee, either in physical or digital form. Employers are required to maintain records of employees who consent to work overtime, including the duration of such work.
- Maximum duration and rest provisions – the maximum allowable overtime is four hours per day and 18 hours per week, excluding weekly days off and official public holidays. For employees working overtime for four hours or more, employers must provide adequate rest and food and beverages with a minimum caloric value of 1,400 kcal. This requirement cannot be substituted with monetary compensation.
- Overtime compensation – employers must pay overtime wages in accordance with the formula prescribed by applicable laws and regulations.

Employees in roles such as thinkers, planners, implementers, or supervisors, whose working hours cannot be standardised and who receive higher wages, are generally not entitled to overtime pay. However, this exemption must be clearly stated in the employment agreement, employee handbook, or collective labour agreement. If not explicitly stipulated, the employer is obligated to provide overtime compensation.

4.4 Termination of Employment Contracts

In Indonesia, all employment terms and conditions are governed by the employment contract between the employer and employee, as well as by applicable laws and regulations, including the Labour Law and GR 35/2021, the company's internal policies, and any relevant collective labour agreements. As such, termination of employment must comply with these legal frameworks, including the procedures and entitlements involved.

The Labour Law emphasises that termination of employment should be a last resort. Employers, employees, and the government are required to make every effort to avoid termination. However, if termination is unavoidable, it must be based on legally recognised grounds and follow proper procedures.

Employers are generally required to provide at least 14 calendar days' notice prior to termination, except in cases where:

- the employee resigns voluntarily;
- the employment contract expires;
- the employee reaches retirement age; or
- the employee passes away.

Under the Indonesian Labour Law, the legally recognised grounds for termination include the following.

Corporate Actions & Business Conditions

- merger, consolidation, or division of the company, where either party refuses to continue the employment relationship;
- acquisition resulting in changes to employment terms, which the employee rejects;
- efficiency measures due to actual or potential losses;
- company closure due to continuous losses over two years;
- force majeure leading to closure or discontinued operations;
- suspension of payment (with or without losses); and
- bankruptcy.

Employee-Initiated or Legal Grounds

- voluntary resignation;
- termination requested by the employee due to employer misconduct; or
- termination based on an industrial relations court ruling confirming no employer wrongdoing.

Employee Conduct & Absence

- Absence without notice for five consecutive working days despite two written summonses.
- Violation of employment terms (employment contract, employee handbook, or collective labour agreement) after three written warnings.
- Serious misconduct as defined in the employment contract, employee handbook, or collective labour agreement.

Detention & Criminal Cases

- Detention for more than six months, regardless of whether the employer suffers losses.
- Conviction in court before six months, with or without employer losses.

Health & Retirement

- Inability to work for more than 12 months due to illness or work-related disability.
- Retirement.
- Death of the employee.

Terminated employees are entitled to compensation, which varies depending on the type of employment. Permanent employees are generally entitled to severance packages, while fixed-term employees receive compensation at the end of their contract. The amount is calculated based on factors such as the reason for termination and length of service, in accordance with GR 35/2021.

Employers and employees may also mutually agree to end the employment relationship through a Mutual Employment Termination Agreement, which must be documented in writing.

While Indonesian law does not specifically regulate collective redundancies or mass terminations, such actions are permitted provided they comply with the applicable legal procedures and ensure that all affected employees receive their statutory entitlements. All terminations – whether individual or collective – must follow the same legal process.

4.5 Employee Representations

Under the Indonesian Labour Law and Law No 21 of 2000 concerning Trade Unions/Labour Unions, every employee has the right to establish or join a labour union. While participation is voluntary, the law affirms and protects this right as part of broader labour protections.

A labour union must consist of at least ten members to be validly established. Once formed, the union must submit a written registration to the local office of the Manpower Agency and notify the employer of its registration. The employer is legally obligated to acknowledge this notification. A company may host multiple labour unions, and membership is typically evidenced by a union-issued membership card.

Labour unions are empowered to advocate for and protect the interests of their members. Their core functions include:

- negotiating collective labour agreements with employers;
- representing workers in industrial dispute resolution and labour institutions;
- establishing welfare-related initiatives; and
- engaging in other lawful labour-related activities.

Unions may also organise strikes, manage organisational finances, and participate in bipartite and tripartite co-operation forums.

5. Tax Law

5.1 Taxes Applicable to Employees/ Employers

An employee is subject to Indonesian income tax at progressive rates ranging from 5% to 35%, if they meet the tax residency criteria. That means that they reside in Indonesia, stay in Indonesia for more than 183 days within any 12-month period, or are present during a fiscal year with the intention to reside (eg, evidenced by a work permit or employment contract).

Otherwise, the individual is treated as a non-resident and is subject to a final withholding tax on Indonesian-sourced income, typically at a flat rate of 20%, unless reduced by an applicable tax treaty.

The employer acts as the withholding agent and must calculate, withhold, pay, and report the employee's Article 21 Income Tax monthly and provide a yearly tax slip (Form 1721 A1).

Employees also contribute to social security programmes, including 1% for BPJS *Kesehatan* (health), 2% for BPJS *Jaminan Hari Tua* (pension savings), and 1% for BPJS *Jaminan Pensiun* (pension programme).

Employers, in turn, contribute 4% to BPJS *Kesehatan* (health), 3.70% to BPJS *Jaminan Hari Tua* (pension savings), 2% to BPJS *Jaminan Pensiun* (pension programme), 0.24–1.74% to BPJS *Jaminan Kecelakaan Kerja* (work accident protection), and 0.30% to BPJS *Jaminan Kematian* (death benefit).

These contributions by both employees and employers are calculated based on the employee's basic salary and fixed allowances.

However, some components of the BPJS programme are subject to a salary cap, meaning contributions are not calculated on the full salary. For example, BPJS *Kesehatan* (health) is capped at a maximum salary of IDR12 million/month, while BPJS *Jaminan Pensiun* (pension programme) is capped at IDR10,547,400/month (as of March 2025). Any salary exceeding these limits is not subject to additional contributions under those specific programmes.

5.2 Taxes Applicable to Businesses

A company is considered resident (and subject to tax on worldwide income) if it is established or domiciled in Indonesia.

Non-resident companies are taxed only on Indonesian-sourced income, generally through withholding tax.

Companies doing business in Indonesia are subject to several taxes, including corporate income tax at a standard rate of 22%; VAT effectively at 11%; and withholding tax (WHT) on payments to resident taxpayers, generally 15% for dividends, interest, and royalties, and 2% for service fees, consulting, and rentals, except for land and building rentals, which are subject to 10% WHT. For non-resident recipients, WHT is typically 20% on dividends, interest, royalties, and service fees, unless reduced under a tax treaty. Other applicable taxes include final income tax for certain sectors (eg, micro, small, and medium enterprises, and construction), land and building tax, stamp duty, and excise tax on specific goods.

Effective 1 January 2025, Indonesia has committed to implement OECD Pillar Two, which targets large multinational groups with global revenues above EUR750 million to ensure a minimum 15% effective tax rate. To retain taxing rights and maintain investment competitiveness, Indonesia has introduced a Domestic Minimum Top-Up Tax (DMTT) aligned with OECD safe harbour rules. Further regulations are expected soon.

5.3 Available Tax Credits/Incentives

Tax Credits

In Indonesia, tax credits are relatively limited and mainly apply to taxes already paid, either domestically or abroad. The two primary credits are the Foreign Tax Credit (FTC), which allows resident taxpayers to credit foreign income tax paid on foreign-sourced income, and prepaid taxes, such as income tax withheld at source (eg, Article 21 on salaries, Article 22 on imports, Article 23 on rental and services, and Article 25 on monthly instalments, all of the Income Tax Law).

Additionally, input VAT incurred on purchases (goods or services) can be credited against output VAT collected on sales, provided it relates to taxable business activities, is supported by a valid tax invoice, and is claimed within three months of the invoice date.

Tax Incentives

Additionally, while not formal credits, Indonesia offers several tax incentives that reduce taxable income or provide additional deductions. These include tax holidays for pioneer industries (5–20 years CIT exemption), tax allowances for labour-intensive or export sectors (eg, 30% investment deduction), Special Economic Zone incentives (CIT/VAT/customs relief), super deductions of up to 300% for R&D, dividend reinvestment exemptions, Free Trade Zone benefits (eg, Batam and Bintan), and green energy incentives including potential carbon credits.

Note that the tax holiday application must be submitted no later than 31 December 2025.

The implementation of the OECD's Pillar Two significantly reduces the effectiveness of Indonesia's tax holiday regime for large multinationals, as any corporate income tax exemption or reduction that brings the effective tax rate below 15% may trigger a top-up tax. This undermines the intended benefit of tax holidays and could make Indonesia less attractive to large-scale foreign investors.

5.4 Tax Consolidation

In Indonesia, tax consolidation is not generally available. Each legal entity is treated as a separate taxpayer, even within the same group.

5.5 Thin Capitalisation Rules and Other Limitations

Indonesia applies thin capitalisation rules by limiting the debt-to-equity ratio (DER) to a maximum of 4:1 for the purpose of interest deductibility. Any interest expense on debt exceeding this ratio is non-deductible for income tax purposes, aiming to prevent excessive debt used for tax avoidance through related-party financing.

This rule applies to most corporate taxpayers, with exceptions granted to banks, insurance companies, mining companies under specific contracts (eg, Production Sharing Contracts or Contract of Works).

In addition, Indonesia has proposed introducing a thin capitalisation rule based on EBITDA, aligning with international best practices, to limit excessive interest deductions. However, as of now, this EBITDA-based limitation has not yet been implemented.

5.6 Transfer Pricing

Transfer pricing rules are fully applicable in Indonesia and are actively enforced by the Indonesian tax authority. They apply to transactions between related parties, including parent–subsidiary companies, sister companies (under common control), transactions with related non-residents and domestic related-party transactions if tax benefits arise (eg, different tax rates or a tax holiday/allowance).

5.7 Anti-Evasion Rules

Indonesia enforces both general (GAAR) and specific (SAAR) anti-avoidance rules to combat tax evasion and abusive arrangements. Under GAAR, the tax authority may re-determine taxable income or deny deductions if a transaction lacks a bona fide business purpose or is structured solely for tax benefits. They may apply the substance-over-form principle to disregard artificial arrangements without commercial substance.

SAAR covers targeted rules such as transfer pricing, thin capitalisation, beneficial ownership, and Controlled Foreign Company (CFC) provisions. A CFC in Indonesia refers to a foreign entity that is at least 50% owned (directly or indirectly) by an Indonesian taxpayer or jointly controlled (≥50%) by Indonesian residents. Under Indonesia's CFC rules, certain undistributed profits of such foreign subsidiaries may be deemed as dividends and taxed in Indonesia, even if not actually distributed and the CFC is located in a low-tax jurisdiction. These rules aim to prevent profit shifting and tax deferral through offshore entities.

5.8 Tariffs

Indonesia's tariff regime is based on the ASEAN Harmonized Tariff Nomenclature (AHTN), with import duties generally ranging from 0% to 40%. Preferential rates apply under various free trade agreements (eg, ASEAN, Japan and Australia). Tariffs are highest on goods intended to protect local industries, including agriculture (up to 40%), automotive (up to 50% + luxury tax), textiles, electronics, and processed food. Non-tariff measures like quotas and import licensing are also used in sensitive sectors.

Global developments, such as the Regional Comprehensive Economic Partnership (RCEP) which is a free trade agreement (FTA) among 15 Asia-Pacific countries, green trade measures (eg, EU CBAM), and supply chain realignment are influencing Indonesia's tariff strategy. The country is increasingly using tariffs to promote domestic manufacturing, downstream industries (eg, mining and EV), and import substitution, while maintaining competitiveness under international trade agreements.

Note that this information is based on general knowledge available within the firm's office, and the authors are not customs or tariff specialists.

6. Competition Law

6.1 Merger Control Notification

General Overview

Mergers, consolidations and acquisitions (whether of shares or assets) are subject to post-closing notification if the following criteria are cumulatively met:

- the transaction constitutes a merger, consolidation, or acquisition that results in a change of control (including a change from sole control to joint control, or vice versa);
- the transaction meets the applicable jurisdictional thresholds; and
- the transaction is carried out between non-affiliated entities.

Foreign-to-foreign transactions that satisfy the above criteria may have to be notified if they have a nexus with the Indonesian market. Currently, the Indonesian Competition Commission (KPPU) applies a dual-nexus approach, meaning that both undertakings involved in the transaction must have assets in, or sales to, Indonesia, either directly or indirectly through affiliates or subsidiaries.

Joint ventures are, in principle, subject to Indonesian merger control regulations unless they qualify as greenfield joint ventures. For the avoidance of doubt, any mergers, consolidations, or acquisitions undertaken by a joint venture after its establishment remain subject to merger control, provided that the above criteria are met.

Jurisdictional Thresholds

The jurisdictional thresholds for mandatory post-closing notification are:

- the combined value of assets in Indonesia exceeds IDR2.5 trillion (approximately USD152,702,750) or, if all undertakings involved in the transaction are active in the banking sector, IDR20 trillion (approximately USD1,221,622,000); and/or
- the combined turnover in Indonesia exceeds IDR5 trillion (approximately USD305,405,058).

Of relevance to the calculation are worldwide assets or sales (turnover) in Indonesia of the acquirer and all undertakings (including the target) that, following the acquisition, directly or indirectly control, or are controlled by, the acquirer. This includes the ultimate beneficial owner, which is the highest controller of a group of undertakings that is not controlled by any other undertaking. Accordingly, the Indonesian assets and/or sales include those of:

- the acquirer;
- the target;
- the ultimate parent entity of the acquirer;

- all controlled direct and indirect subsidiaries of the ultimate parent entity of the acquirer with sales and/or assets in Indonesia; and
- all controlled direct and indirect subsidiaries of the target with sales and/or assets in Indonesia.

The jurisdictional thresholds are also met if only one party involved in the transaction meets the threshold.

The asset value and turnover are calculated based on the consolidated audited financial report of the ultimate parent entity – or, if no consolidated financial report is available, the financial reports of the ultimate parent entity and each of its subsidiaries – in all cases that occurred during the last year before the transaction date.

Turnover includes sales of products produced domestically and imported products. Exported products should be excluded from the calculation.

If the asset or sales value of a party involved in the acquisition has decreased by 30% or more in an accounting year as compared with the year before, the value is calculated on the basis of the average of the past three years or, if the decrease occurred in under three years, the average of the past two years.

Applicable Exemption

A transfer of assets (tangible or intangible) is equivalent to a share acquisition and, accordingly, should be notified to the KPPU if there is:

- a transfer of their management control or physical control; or
- an increase in the ability of the acquirer to control a relevant market.

However, the following asset transfers are exempt.

1. A non-bank asset transfer transaction valued at less than IDR250 billion.

2. A bank asset transfer transaction valued at less than IDR2.5 trillion.

3. A transfer of assets that is carried out in the ordinary course of business (this depends on the business profile of the acquiring party and the purpose of the acquisition). Transactions in the ordinary course of business are:

- transfers of assets that are finished goods from one undertaking to another for resale to consumers by an undertaking that is active in the retail sector (ie, the sale of consumer goods by retailers); and
- transfers of assets that are supplies to be used within three months in the production process (ie, the purchase by an undertaking of raw materials and basic components from various sources for production).

4. The assets have no relationship with the business activities of the undertaking acquiring the assets.

The transferred asset values in points 1 and 2 above are as cited in the latest financial statements, or as calculated at the sale, purchase or other legal asset transfer. The highest of these should be the basis for calculation of the threshold. If the transferred assets are privately owned, the asset value would be based on the value as referred to in the seller's tax filing.

If the transaction is carried out between affiliates, the transaction is also exempt. A company is an affiliate of another if:

- it either directly or indirectly controls, or is controlled by, that company;
- both it and the other company, directly or indirectly, are controlled by the same parent company; or
- there is a main principal shareholder relationship with the counterparty.

The principal shareholder should be a controlling shareholder. “Affiliation” means a relationship of control.

6.2 Merger Control Procedure

General Overview

Indonesia adopts a post-merger notification system. A transaction that meets the relevant criteria should in principle be notified to the KPPU 30 business days from the date that the transaction becomes legally effective.

Notifications must be submitted through the KPPU’s online portal. The portal is only accessible for submissions between 9am and 2pm (Western Indonesian Time) on business days, which excludes Saturdays and Sundays, official national holidays and joint leave.

If the target is an Indonesian limited liability company, a transaction becomes legally effective:

- for a merger, on the date of approval by the Minister of Law (MoL) of the amendment of the Articles of Association;
- for a consolidation, on the date of approval by the MoL of the deed of establishment of the new company;
- for an acquisition of shares, on the date of notification to the MoL; and
- for an acquisition of assets, on the date of the asset transfer.

A transaction involving a target that is a public company becomes legally effective on:

- the date on which the public disclosure letter for the transaction is submitted to the Financial Services Authority (OJK) for a merger, consolidation, or acquisition between public companies; or
- the final date of payment of shares or other equity securities in the exercise of a rights issuance, merger, consolidation or acquisition carried out by a private company in connection with a public company.

The legal effectiveness of foreign-to-foreign transactions is determined based on the closing date in the agreement between the parties or approval from the authorities in the jurisdiction in which the transaction is taking place.

If a transaction has more than one date on which the transaction will become legally effective, the final date will apply.

The following parties are responsible for a notification filing:

- for a merger, the surviving undertaking of the merger;
- for a consolidation, the undertaking resulting from the consolidation;
- for an acquisition of shares, the undertaking that acquires the shares; and
- for an acquisition of assets, the undertaking that acquires the assets.

A party may choose to engage in voluntary pre-merger consultation either in writing through the notification portal or verbally. If a party chooses the first option, the procedure is similar to the notification procedure. A consultation will not exempt the party from the obligation to submit a notification after the transaction has become effective. The outcome of the KPPU's assessment conducted as part of a consultation may be used for the post-merger notification, provided there are no changes to the supporting documents, for up to one year from its issuance date.

Notification Fees

As of May 2023, filing fees are required. They are calculated by multiplying the value of assets or sales in excess of the notification threshold, whichever is lower, by 0.004%.

The value of assets or sales is based on the total asset or sales value of:

- the surviving entity, the consolidating undertaking, or the acquiring entity and the target; and
- the undertakings that are directly or indirectly controlled by the surviving entity resulting from the merger, the consolidating undertaking, or the acquiring entity and the target.

If both the asset and sales value meet the threshold, the filing fee will be calculated using whichever value is lower and will only be payable if the KPPU finds that the transaction is notifiable. The maximum fee is IDR150 million (approximately USD9,162).

General Overview of the Timeline

Notification comprises two phases.

1. A check on the completeness of notification documents.

2. An assessment, consisting of initial and comprehensive assessment sub-phases, with the latter only being applicable to transactions that raise potential concerns from the Indonesian competition law perspective.

The first phase, which is applicable to all notified transactions, also consists of a check regarding if the transaction is notifiable. This check should be completed within three business days of the notification being submitted. If the notification documents are complete, the KPPU will issue a notification registration number and official confirmation on whether the transaction is notifiable. If the notification documents are not complete, the KPPU will request the notifying party to provide additional documents or information as deemed necessary.

If the transaction is notifiable, the notification will continue to the assessment phase. Thereafter, the KPPU has 90 business days from the date the notification is declared complete to conduct its review and issue an opinion.

6.3 Cartels

The general cartel prohibition can be found in Article 11 of Law No 5/1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition as amended by Law No 6 of 2023 on the Stipulation of Government Regulation No 2 of 2022 on Job Creation into Law (ICL) and several KPPU Guidelines. The ICL contains several provisions for the cartel prohibition which, apart from the general cartel provision, relate to:

- price fixing (Article 5 of the ICL);
- market allocation (Article 9 of the ICL);
- group boycotts (Article 10 of the ICL);
- bid rigging (Article 22 of the ICL); and
- a general prohibition on anticompetitive agreements with foreign parties, which could also apply to cartels with a cross-border element (Article 16 of the ICL).

While certain provisions impose a “per se” or ”hardcore” cartel prohibition – such as those relating to price fixing and group boycotts – most are assessed using a “rule of reason” approach. Under this approach, sanctions may only be imposed if it can be proven that the restrictive agreement potentially causes adverse effects on the market resulting in monopolistic practices and/or unfair business competition.

Under the ICL, prohibited conduct or agreements are punishable by both administrative and criminal sanctions. However, only the refusal to co-operate with a KPPU investigation or failure to disclose significant information for such an investigation is subject to criminal sanctions. These criminal sanctions include a maximum fine of IDR5 billion (approximately USD304,662) or imprisonment of up to one year (if the fine is not paid). Other prohibited conducts and agreements are subject solely to administrative sanctions.

The administrative sanctions under the ICL and Government Regulation No 44 of 2021 on Prohibition of Monopolistic Practices and Unfair Business Competition (“GR No 44/2021”) include:

- a decision to cancel an agreement;
- an order to discontinue vertical integration;
- an order to discontinue behaviour that causes unfair business competition or harms the public;
- an order to discontinue abuse of dominant position;
- a decision to cancel a merger or consolidation of undertakings and shares acquisition;
- a decision to order payment of damages; and/or
- a decision to impose a fine of at least IDR1 billion (approximately USD60,932), by taking account of the fine amount under the government regulation.

GR No 44/2021 and KPPU Regulation No 2 of 2021 on Guidelines for Imposing Administrative Fines further stipulate that the KPPU can impose a base penalty of IDR1 billion (approximately USD60,932), plus an additional specified amount. The final calculation of fines is subject to the following limits:

- up to 50% of the net profits earned by the undertaking in the relevant market during the violation; or
- up to 10% of the total sales in the relevant market during the violation.

The amount of the fine is calculated based on:

- the negative impact caused by the violation;
- the duration of the violation;
- mitigating factors;
- aggravating factors; and
- the ability of the undertaking to pay.

Cartel conduct taking place outside Indonesian jurisdiction may still fall within the scope of the prohibition of the ICL if one or more of the undertakings involved are domiciled in Indonesia or are directly or indirectly conducting business in Indonesia. Indirect business activities include those carried out by an undertaking’s Indonesian subsidiary, which, according to the Single Economic Entity doctrine established in the Temasek case, is considered part of the same economic entity as its parent company.

The existing ICL does not contain provisions for a leniency programme.

6.4 Abuse of Dominant Position

Article 25 of the ICL specifically defines abuse of a dominant position. Undertakings are prohibited from taking advantage of their dominant position, either directly or indirectly, to:

- impose trade terms with the intention to prevent or hamper consumers from acquiring competitive goods or services, on price or quality;
- restrict the market and technological development; or
- hamper other undertakings, with the potential to become competitors, from entering the relevant market.

Under Article 25 (2) of the ICL, there is dominance if:

- one undertaking controls 50% or more of the market share for one type of product or service; or
- two or three undertakings or groups of undertakings control 75% or more of the market share for one type of product or service.

This above provision should be read in conjunction with Article 1 (4) of the ICL, which defines "dominant position" as a situation in which an undertaking has no meaningful competitors in the relevant market in view of the market share that it holds, or the undertaking holds a higher position among competitors in the relevant market in view of financial capability, the ability to access supplies and sales, and the ability to adjust offer and demand of certain products and services.

Article 25 constitutes a "per se" prohibition, meaning that once the required elements are fulfilled, the KPPU can conclude that a violation has been legally and convincingly proven. Nonetheless, in practice, the KPPU frequently strengthens its findings by assessing and demonstrating the impact of the abuse to substantiate the evidence and justify the imposition of sanctions.

While Article 25 outlines specific forms of abuse, other types of abusive conduct may still fall under different provisions of the ICL. Undertakings that engage in abusive conduct may still fall within the scope of other provisions under the ICL, even if they do not meet the market share thresholds for dominance, as long as they possess market power. Market power exists when an undertaking can profitably raise prices above competitive levels. This power may arise from dominance or a substantial market share, or from specific factors such as:

- ownership of intellectual property rights or exclusive licences;
- special positions granted by government regulations;
- control over distribution networks;
- financial backing (eg, from a parent company); or
- high entry barriers.

Provisions applicable to undertakings with market power include Article 6 (Price Discrimination), Article 11 (Cartels), Article 14 (Vertical Integration), Article 15 (Exclusive Agreements), Article 19 (Market Control), and Article 20 (Predatory Pricing) of the ICL.

7. Intellectual Property

7.1 Patents

Patent protection in Indonesia is governed by Law No 65 of 2024, the third amendment to Law No 13 of 2016 on Patents ("Patent Law"). A patent is an exclusive right granted by the state to an inventor for a technological invention, allowing personal exploitation or licensing to others for a specified period.

A patent is granted for an invention that:

- is novel (new);
- involves an inventive step; and
- is industrially applicable.

The invention may take the form of a product or a process that introduces a new method or offers a technical solution to a problem.

Indonesia recognises two types of patents.

- Standard patents – granted for inventions with a higher level of inventiveness; protection lasts 20 years from the filing date (non-renewable).
- Simple patents – granted for inventions with a lower level of inventiveness, typically improvements to existing products or processes; protection lasts ten years from the filing date (non-renewable).

Patent Registration Process

1. Application submission – filed with the Directorate General of Intellectual Property of the Ministry of Law (DGIP) and includes a request form, description, claims, abstract, and drawings (if applicable).

2. Administrative examination – DGIP reviews formal compliance.

3. Publication – application is published in the official gazette.

4. Substantive examination – must be requested within 36 months of filing; DGIP assesses novelty, inventive step, and industrial applicability.

5. Granting of patent – if approved, the patent is granted and published.

Foreign applicants must appoint a registered Intellectual Property Consultant in Indonesia.

Enforcement includes civil remedies (damages and injunctions) and criminal penalties. Patent disputes are adjudicated by commercial courts.

7.2 Trade Marks

Trade mark protection is governed by Law No 20 of 2016 on Trademarks and Geographical Indications. A trade mark is any sign capable of being graphically represented – such as images, logos, names, words, letters, numbers, colour arrangements (in two or three dimensions), sounds, holograms, or combinations thereof – used to distinguish goods or services of one party from those of others.

Trade mark protection lasts ten years from the filing date and is renewable for subsequent ten-year terms. Renewals must be filed within six months before expiration, with a six-month grace period available post-expiration (subject to additional fees).

Trade Mark Registration Process

1. Application submission – via DGIP's online system, including applicant details, mark representation, goods/services list, and supporting documents.

2. Administrative examination – DGIP verifies completeness.

3. Publication – mark is published for a two-month opposition period, during which third parties may file written objections.

4. Substantive examination – DGIP assesses registrability and considers any oppositions.

5. Registration – approved marks are registered and published; a certificate is issued.

Foreign applicants must appoint a registered Intellectual Property Consultant.

Enforcement includes civil and criminal remedies, including damages, injunctions, fines and imprisonment.

7.3 Industrial Design

Industrial design rights are governed by Law No 31 of 2000 on Industrial Design. An industrial design refers to a creation of form, configuration, or composition of lines or colours – either in two-dimensional or three-dimensional form – that gives an aesthetic impression and can be applied to a product, goods, industrial commodity, or handicraft.

Protection of industrial design lasts ten years from the filing date and is non-renewable.

Industrial Design Registration Process

1. Application submission – filed via DGIP's online system in Indonesian, including design description, drawings/photos, priority documents (if applicable), and designer details.

2. Administrative examination – DGIP checks for completeness; applicants have three months to rectify deficiencies.

3. Publication – design is published for three months.

4. Opposition period – third parties may file oppositions; applicants may rebut within three months of notification.

5. Substantive examination – DGIP considers oppositions and rebuttals.

6. Registration & certificate issuance – upon approval, DGIP issues a certificate.

Foreign applicants must appoint a registered Intellectual Property Consultant.

Enforcement includes civil and criminal remedies.

7.4 Copyright

Copyright is governed by Law No 28 of 2014 on Copyright, which provides automatic protection upon creation, based on the declarative principle. Protection applies once a work is expressed in tangible form.

Protected works include:

- literary works (books, articles, poetry and scripts);
- artistic works (paintings, sculptures and photography);
- musical compositions;
- films and audiovisual works; and
- computer programs and software.

Copyright consists of two distinct rights.

1. Moral rights – these are perpetual and remain with the creator, regardless of ownership.

2. Economic rights – these grant the creator or rights holder the ability to commercially exploit the work.

The duration of economic rights varies depending on the type of work and the rights holder, ranging from 20 to 70 years.

Although registration is not required to obtain copyright protection, recordation with the DGIP is strongly recommended to establish legal certainty and facilitate enforcement.

Copyright Recordation Process

1. Application submission – via DGIP's online system in Indonesian, including application form, copy of the work, identity documents, and statement of ownership.

2. Verification – DGIP reviews originality and completeness.

3. Certificate issuance – DGIP issues a certificate upon approval.

Foreign applicants must appoint a registered Intellectual Property Consultant.

Enforcement includes civil and criminal remedies.

7.5 Others

Software Protection

Software is protected under the Copyright Law as a literary work, with automatic protection upon creation. A computer program is defined as a set of instructions expressed in the form of language, code, schemes, or any other form intended to enable a computer to perform a specific function or produce a particular result.

Software is protected for 50 years from the date of first publication.

Database Protection

Databases are also protected under the Copyright Law, specifically for their structure and organisation, not the raw data.

Protection lasts 50 years from the date of first publication.

Trade Secrets

Trade secrets are governed by Law No 30 of 2000 on Trade Secrets, which protects confidential business information with economic value. A trade secret is defined as information in the field of technology and/or business that is not publicly known, has commercial utility, and is subject to confidentiality measures.

The scope of protection includes:

- production methods;
- processing techniques;
- sales strategies; and
- other proprietary business or technical information.

Protection is automatic and remains valid as long as confidentiality is maintained. No registration is required.

Enforcement includes civil and criminal remedies.

8. Data Protection

8.1 Applicable Regulations

Personal data protection in Indonesia is primarily governed by Law No 27 of 2022 on Personal Data Protection ("PDP Law"), which serves as the country's principal legal framework for regulating the processing of personal data. This includes activities such as the collection, use, storage, and disclosure of personal data. The PDP Law is substantially modelled on the European Union's General Data Protection Regulation, reflecting Indonesia's commitment to aligning its data protection standards with global best practices.

The PDP Law officially came into force on 17 October 2024, marking a significant milestone in Indonesia's digital governance landscape. Since its enactment, the Indonesian government, through the Ministry of Communication and Digital (MOCD), has been tasked with overseeing its implementation. The government is currently developing a Draft Government Regulation on Personal Data Protection, which will provide detailed guidance on the implementation and enforcement mechanisms. However, as of mid-2025, no definitive timeline has been announced for the finalisation of this implementing regulation.

In addition to the PDP Law, personal data protection requirements are also stipulated under:

- pre-existing regulations that remain valid insofar as they do not conflict with the PDP Law; and
- sector-specific laws and regulations, such as those governing telecommunications, electronic transactions, medical records, and financial services.

8.2 Geographical Scope

The PDP Law has a notable extra-territorial effect, extending its reach beyond the country's borders. As stipulated in Article 2, the law applies to all legal acts involving personal data processing that are conducted:

- within the jurisdiction of Indonesia; and
- outside the jurisdiction of Indonesia, if such acts result in legal consequences:
  (a) within Indonesia; and/or
  (b) for data subjects who are Indonesian citizens located abroad.

This provision ensures that foreign-based data controllers – including individuals, public agencies, and international organisations – are subject to the PDP Law if their activities affect Indonesian citizens or have legal implications within Indonesia.

Consequently, a foreign company without a legal presence in Indonesia that provides services to Indonesian users must still comply with the PDP Law. If it fails to process the personal data of those users in accordance with the law's requirements, it may be subject to enforcement actions and sanctions, despite operating from outside Indonesia.

8.3 Role and Authority of the Data Protection Agency

At present, the enforcement of PDP Law is overseen by the Directorate General of Digital Space Supervision (DG) under MOCD.

While the PDP Law mandates the establishment of an independent Data Protection Authority (DPA) – tasked with regulatory, supervisory, and enforcement responsibilities – this authority has not yet been formally constituted.

In the interim, pursuant to MOCD Regulation No 1 of 2025 on Organization and Work Procedures, the DG continues to serve as the competent authority for personal data protection matters. Its responsibilities include:

- formulating and implementing policies related to digital space supervision and personal data protection;
- executing those policies;
- monitoring, analysing, evaluating, and reporting on digital space and data protection activities;
- managing internal administration of the DG; and
- carrying out additional functions as assigned by MOCD.

The MOCD has publicly stated its intention to expedite the formation of the DPA, signalling that its establishment remains a high priority for the government.

9. Looking Forward

9.1 Upcoming Legal Reforms

Business Licensing Regulatory Framework

On 5 June 2025, the Indonesian government enacted GR 28/2025, formally repealing GR 5/2021. This new regulation introduces a more refined approach to the country's business licensing system, with the intent to enhance clarity and efficiency in the licensing process nationwide.

As stipulated under GR 28/2025, implementing regulations are expected to be issued within four months of its promulgation. In parallel, both the OSS RBA System and the Indonesian National Single Window will require updates to align with the new regulatory framework.

Competition Law

As part of the 2025 National Legislation Program, the Indonesian legislature intends to introduce a new competition bill to amend the existing ICL. However, the timeline for its promulgation remains unclear.

CHAMBERS GLOBAL PRACTICE GUIDES