Chapter XX

INDONESIA

Theodoor Bakker, Sahat Siahaan and Ulyarta Naibaho[1]

I INTRODUCTION

i Key legislation

Arbitration and other forms of alternative dispute resolution such as mediation and expert determination are governed by Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution (Arbitration Law). Enacted on 12 August 1999, the Arbitration Law has replaced the old provisions on arbitration contained in the Civil Procedure Code, which was inherited from the Dutch colonial period. Although the Arbitration Law does not adopt the UNCITRAL Model Law on International Commercial Arbitration, it does address most of the crucial aspects of arbitration, such as the constitution of arbitrations, the power the courts have to assist arbitration proceedings and the enforcement of arbitration awards.[2]

ii Domestic and international arbitration

The Arbitration Law does not expressly distinguish between domestic and international arbitration and only governs the conduct of domestic arbitration. Nevertheless, a few of its articles indicate that it is receptive to international arbitration proceedings. The reference to the 'international' element can be found in Article 1(9) of the Arbitration Law, which defines an international arbitration award as 'an award rendered by an arbitration institution or individual arbitrator outside the jurisdiction of the Republic of Indonesia, or an award by an arbitration institution or individual arbitrator which under the provisions of the laws of the Republic of Indonesia is deemed an international arbitration award'.

In addition to the above, Article 34(1) of the Arbitration Law states 'the settlement of disputes through arbitration may involve the use of a national or international arbitration institution on the basis of agreement among the parties'. Article 34(2) of the Arbitration Law goes on to state 'the settlement of disputes through the arbitration institution referred to in Paragraph (1) shall be done in accordance with the regulations and procedures of the institution chosen, unless otherwise stipulated by the parties'. These provisions indicate that the parties' freedom to refer their disputes to either national or international arbitration institutions is recognised by the Arbitration Law. This also means that the Arbitration Law is in principle receptive to international arbitration, although it does not expressly draw any distinction between domestic and international arbitration.

1 Theodoor Bakker is a senior foreign counsel, Sahat Siahaan and Ulyarta Naibaho are partners at Ali Budiardjo, Nugroho, Reksodiputro.

2 See Section II, *infra*.

iii Arbitration institutions

There is no specific court chamber or tribunal that deals with arbitration. However, the court lends its assistance to support the whole arbitration process, from its commencement, during the arbitration and until the enforcement stage. With regard to the commencement of arbitration, for instance, the role of the courts takes the form of the recognition of the absolute jurisdictional competence of arbitration over that of the courts.

During the arbitration process, the disputing parties can request for the assistance from the courts in the event that they cannot come to an agreement on the appointment of the arbitrators. The Arbitration Law also imposes requirements and conditions for being an arbitrator and reasons for challenging the appointment of an arbitrator on the ground of a family relationship, a financial motive or any other reason that could allegedly influence the neutrality and independence of the arbitrator. The interference or assistance of the courts can be requested if an arbitrator is challenged and needs to be replaced. The above provisions are relevant particularly in the case of *ad hoc* arbitration, while arbitration institutions normally govern these matters in their rules of procedure. Finally, during the enforcement stage, the assistance of the courts is required for the recognition and enforcement of the arbitration award.

One prominent arbitration institution in Indonesia that has its own rules of arbitral procedures is the Indonesian National Arbitration Board (BANI). It has a number of arbitrators who have expertise in various industries, such as construction, oil and gas, insurance, shipping and finance. BANI's head office is located in Jakarta, and it has branch offices in Indonesian cities such as Batam, Bandung, Denpasar, Medan, Surabaya, Palembang and Pontianak.

BANI is a 'general' arbitration institution that deals with disputes in various fields. The following are some other arbitration institutions that deal with particular fields:

a the Indonesian Capital Market Arbitration Board (BAPMI);
b the Shariah National Arbitration Body (BASYARNAS);
c the Futures Commodity Trading Arbitration Board (BAKTI); and
d the Indonesian Sport Arbitration Board (BAORI).

In August 2014, the Construction Dispute Arbitration and ADR Institution (BADPSKI) was founded by the Ministry of Public Works to focus on disputes in construction matters. However, at the time of writing, this arbitration institution is still not operational.

Finally, in addition to the above arbitration institutions, which promote various forms of alternative dispute resolution, including mediation, there is also one institution that focuses solely on mediation: the Indonesian Mediation Centre (BaMI).

iv Common arbitration-related disputes

Before the enactment of the Arbitration Law in 1999, arbitration was governed by the Civil Procedure Code, which was inherited from the Dutch colonial era. Upon the enactment of the Arbitration Law, the trends relating to arbitration have gradually changed, not only because the Law has provided more structure in arbitration proceedings, including the possibility of conducting dispute resolution in Indonesian, but also because legal practitioners and bureaucrats have attempted to assimilate with the Arbitration Law and implement it in the Indonesian legal system. As part of this process, case law has suggested that the following are common issues in disputes regarding Indonesian arbitration:

a arbitrability;
b the jurisdiction of arbitral tribunals;

c the annulment of arbitral awards; and
d the requirement that the content of the arbitral award must not violate public policy.[3]

In general, these four matters have been the common grounds for parties to dispute the validity of arbitration, either by challenging the matter in dispute or the content of the arbitral award.

Arbitrability

We touch briefly on the issue of arbitrability by referring to Article 5 Paragraph (1) of the Arbitration Law, which states that the disputes that are arbitrable are 'disputes of a commercial nature or those concerning rights, which, under the law and regulations, fall within the full legal authority of the disputing parties'. The Elucidation of Article 66(b) assists in determining what fields are deemed to be of a commercial nature, including among others, commerce, banking, finance, investment, industry and intellectual property rights.

The list in the Elucidation of Article 66(b) does not limit the types of disputes that are arbitrable: there may be others that are not in the above fields but that are still arbitrable. As a guideline as to what types of dispute cannot be referred to arbitration, Article 5 Paragraph (2) provides that disputes in which the disputing parties are not authorised by law to enter into an amicable settlement are not arbitrable. The classic examples of disputes that are not arbitrable are those relating to family law and criminal offences.[4]

In our experience, many have attempted to obscure the clarity of what sort of claim can be heard under arbitration proceedings by arguing that the matter submitted to arbitration is not arbitrable, not only because it does not fall within the commercial field, but also by classifying the claim as an unlawful act or tort and not a breach of contract.

There have been cases in which the courts have established their jurisdiction despite an arbitration agreement. In these cases, the claimants argued that their dispute was a tort claim instead of a breach of contract so as to avoid the application of the arbitration agreement in their contract. This led to a debate over how to distinguish between a tort and breach of contract. In this kind of event, the defendants may challenge the jurisdiction of the court under Article 134 of the Indonesian Civil Procedure Code, which gives the parties the right to challenge the jurisdiction of the district court if the dispute concerns a matter that does not fall within the authority of the district court, and the district court must declare itself not authorised to hear the dispute.

In classifying the claim as not arbitrable (i.e., a claim based on tort), the courts take jurisdiction over the dispute, thus terminating the jurisdiction of arbitral tribunals in that matter.

The jurisdiction of arbitral tribunals

The raising of questions regarding both the arbitrability of disputes and the jurisdiction of arbitral tribunals is in direct violation of Article 11 Paragraph (1) of the Arbitration Law, which clearly rules that a valid arbitration agreement eliminates the right of the parties to

3 Regarding the annulment of arbitral awards and the public policy requirement, see Section II.i, *infra*.

4 With regard to criminal offences and arbitrability, the Central Jakarta District Court in *Tan Tia Sandhora v. PT Periscope Insurance Company Ltd* through Decision No. 512/PDT.G/1958/PN.JAKARTA PUSAT held that the dispute concerned a criminal offence and therefore involved public policy. Therefore, it could not be brought to arbitration and the arbitration agreement did not cover the issue.

submit the dispute to the courts. Under Article 11 Paragraph (1) of the Arbitration Law, a court must dismiss the suit and avoid interfering in any way in any dispute that is to be settled by arbitration, except in the circumstances specified in the Arbitration Law. The particular Paragraph provides that: 'The existence of an arbitration agreement eliminates the right of the parties to seek resolution of the dispute [...] through the district court.' Further, Article 11(2) provides that the courts must dismiss and avoid interfering in any dispute that is to be settled by arbitration, except in certain circumstances specified in the Arbitration Law. One such exception can be found in Article 303 of Law No. 37 of 2004 on Bankruptcy and Suspension of Payment Obligations (Bankruptcy Law). In line with this provision, the courts have jurisdiction to hear a debtor's application for bankruptcy even if the debtor and the creditor are bound by an arbitration agreement, as long as the underlying debt that is the ground for the bankruptcy application is due and payable under Article 2(1) of the Bankruptcy Law. In spite of such clear provisions, we continue to find the same reasoning being used to challenge other claims made before arbitration proceedings.

II THE YEAR IN REVIEW

i Developments affecting international arbitration

The issuance of Minister of Finance Regulation No. 80/PMK.01/2015 on the Execution of Judicial Decisions (the 2015 Regulation) has provided parties with disputes against the state of Indonesia with an increased assurance of obtaining payment of restitution by setting out procedures for the payment of state compensation under arbitral awards or court orders. The 2015 Regulation is relevant to parties involved in court or arbitration proceedings involving the Republic of Indonesia. In brief, the 2015 Regulation requires that a party who wishes to demand payment of an arbitral tribunal award must be able to demonstrate that the final and binding court or arbitral tribunal decision has been validated by the court; the court decision or arbitral award has required the state to pay an amount of money; and the court decision or arbitral award does not involve the task and function of a state ministry or organisation.

ii Arbitration development in local court

The enforcement of international arbitration awards

Indonesia, being a party to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), has adopted some of the principles of the Convention with regard to the recognition and enforcement of international arbitration awards, such as reciprocity and commercial reservation, as well as limited grounds for refusing to recognise and enforce foreign arbitration awards. This is apparent from Article 66 of the Arbitration Law, under which international awards can be recognised and enforced in Indonesia if they satisfy the following requirements:

a the awards are rendered by an arbitrator or arbitration tribunal in a state that has either a bilateral or a multilateral convention on the recognition and enforcement of arbitration awards with Indonesia (the reciprocity principle);

b the subject matter of the dispute falls within the scope of commercial law (the commerciality principle);

c the execution of the awards would not violate public policy; and

d a writ of execution (*exequatur*) has been obtained from the Chair of the District Court of Central Jakarta.

Although a violation of public policy is one of the grounds for declining to enforce an international arbitration award, the Arbitration Law does not define public policy or its limits. Before the enactment of the Arbitration Law, Supreme Court Regulation No. 1 of 1990 was the prevailing regulation on the application of the New York Convention.[5] Article 4 (2) of that Regulation defines public policy quite generally as 'the basic principles of the entire Indonesian legal system and social system'. This definition did not help much when trying to interpret the extent of public policy, causing judges to have differing views on 'public policy' and to be rigid in interpreting statutes[6] when examining applications for the enforcement of international arbitration awards. In the past, this, in turn, often led to their declining to enforce international arbitration awards.[7]

Although in the past Indonesia was possibly seen as an unfriendly jurisdiction for the enforcement of international arbitration awards, there have been some recent improvements. During the 2013 to 2014 period, no application for the enforcement of an international arbitration award was dismissed by the Central Jakarta District Court.[8]

The annulment of arbitral awards

An appeal against an arbitral award is not possible under Indonesian law. The only recourse to 'correct' an arbitral award is to apply for the annulment of the award. As the Arbitration Law only governs the implementation of domestic arbitration law, only an annulment of domestic awards can be applied for.

Article 70 of the Arbitration Law allows parties to apply for the annulment of an arbitral award on one of the following grounds: letters or documents that were submitted in the hearings are acknowledged to be false or forged, or are declared to be forgeries after the award has been rendered; after the award has been rendered, documents that are decisive in nature and that were deliberately concealed by the opposing party are found; or the award was rendered as a result of fraud committed by a party to the dispute.

5 Indonesia ratified the New York Convention through Presidential Decree No. 34 of 1981. Indonesian law requires further implementing regulations for certain international conventions that Indonesia has ratified. However, the implementing regulation for the New York Convention was not issued until 1990 through Supreme Court Regulation No. 1 of 1990. From 1981 until the issuance of the Supreme Court Regulation, applications for the enforcement of foreign arbitral awards were rejected mainly due to the absence of an implementing regulation for the New York Convention (see Supreme Court Ruling No. 2944 K/Pdt/1983 dated 29 November 1984 in *Navigation Maritime Bulgare [Bulgaria] v. Nizwar [Indonesia])*. On only one occasion was the rejection due to the court's misinterpretation of the reciprocity reservation (see Supreme Court Ruling No. 4231 K/Pdt/1986 dated 4 May 1988 in *Trading Corporation of Pakistan [Pakistan] v. Bakrie & Brothers [Indonesia]).*

6 Before Indonesia's ratification of the New York Convention, international arbitration awards were unenforceable in Indonesia, in practice. In the absence of the relevant regulation, the courts, by analogy, treated foreign arbitration awards as foreign court rulings, which are not enforceable under Article 456 of the Civil Procedure Code. Due to the unenforceability of international arbitration awards at that time, the dispute had to be litigated afresh in the Indonesian courts.

7 Sudargo Gautama, Perkembangan Arbitrase Dagang Internasional di Indonesia ('International Trade Arbitration Developments in Indonesia') (Bandung: Penerbit PT Eresco, 1989), p. 62.

8 During the 2013 to 2014 period, 20 international arbitration awards were registered with the Registrar of the Central Jakarta District Court. Of the 20 awards, there were only 10 applications for *exequatur*, presumably because the other 10 awards were voluntarily enforced by the parties. All of the 10 applications for *exequatur* were granted by the Chair of the Central Jakarta District Court.

The Elucidation of Article 70 required the ground for the annulment application to first be proven according to a court ruling. This provision was problematic, and suggested the following issues:

a Article 70 emphasises that an application for annulment is based on an 'allegation'. On the other hand, the Elucidation stressed that the ground for the annulment must first be proven according to a court ruling.

b Under Article 71, the annulment of an arbitral award must be ruled on within 30 days of the date of registration of the award with the competent district court.[9] Since obtaining a final and binding court ruling that proves the ground for annulment is a lengthy process and can even take years, it is impossible, in theory, for an application for the annulment of an arbitration award to be ruled on within 30 days.

Through Decision No. 15/PUU-XII/2014 dated 11 November 2014, the Constitutional Court declared the Elucidation of Article 70 invalid. Therefore, the ground for the annulment of an arbitration award does not have to be first proven by a final and binding court ruling. The Constitutional Court remained consistent and took the same approach in its Decision No. 26/PUU-XV/2017 dated 31 August 2017 in which it re-emphasised that the problematic part in Article 70 was not the provisions itself but the elucidation – which it had annulled.

In other words, an allegation of one of the grounds set out in Article 70 should suffice to make an application for annulment. The fact that the ground for annulment does not have to be proven by a final and binding court ruling is definitely a promising development that will facilitate arbitration.

The Supreme Court had then issued Circular Letter No. 04 of 2016 dated 9 December 2016 on the Implementation of the Supreme Court Chamber's 2016 Pleno Meeting Result as a Guidance of Court Work Implementation (SEMA 04/2016), which emphasises Article 72 of Arbitration Law and its elucidation, that what can be appealed is the decision approving annulment, while the decision rejecting annulment request cannot be appealed. This guidance affirms the notion that Indonesian courts are supportive of arbitration as they uphold the final and binding nature of arbitration awards.

iii Investor–state disputes

As an effort to promote foreign direct investment during the administration of President Soeharto, Indonesia ratified the Convention on the Settlement of Investment Disputes between States and National of Other States (ICSID Convention) through Law No. 5 of 1968. Since then, several disputes between investors and the Indonesian government have been referred to the International Centre for Settlement of Investment Disputes (ICSID).[10]

The most recent dispute between investors and the Indonesian government that was referred to the ICSID is the *Churchill* case.[11] The dispute is between Churchill Mining Plc (the claimant), a public limited company that provides mining services, including general

9 Article 59 Paragraph 1 of the Arbitration Law requires a domestic (or 'national', using the term in Arbitration Award) award to be registered with the competent district court by the arbitrators or their attorneys within 30 days of the issuance date of the arbitration award.

10 *PT Amco Asia Corporation, Pan America Development Limited, PT Amco Indonesia v. the Republic of Indonesia*; and *Rafat Ali Rizvi v. the Republic of Indonesia*, ICSID Case No. ARB/11/13.

11 *Churchill Mining Plc v. the Republic of Indonesia*, ICSID Case No. ARB/12/14 and 12/40.

surveys, and the exploration and exploitation of mining sites, and the Republic of Indonesia (the respondent). The case was examined by an ICSID arbitration tribunal under the ICSID Convention and the UK–Indonesia bilateral investment treaty (BIT).[12]

The background to the arbitration was the involvement of the claimant in a coal mining project that it developed with various Indonesian companies in East Kutai Regency, Kalimantan, Indonesia (project). In 2006, the claimant acquired 95 per cent of the shares in PT Indonesian Coal Development (PT ICD), which acquisition was approved by the Indonesia Investment Coordinating Board (BKPM) in 2006. In 2007, the Ministry of Energy and Mineral Resources and the BKPM granted PT ICD a permanent business licence to provide general mining-support services.

In 2007, the claimant entered into a cooperation agreement[13] and investors' agreement[14] with some companies in the Ridlatama Group[15] (namely, PT RTM, PT RTP, PT RS, PT RP, PT TCUP, and Mmes Setiawan and Florita). Mmes Setiawan and Florita also concluded pledge-of-shares agreements[16] with PT ICD and PT RTM, PT RTP, PT RS and PT RP. In 2008, the claimant concluded a cooperation agreement and an auxiliary agreement,[17] an investors' agreement[18] and two pledge-of-shares agreements.[19]

PT RTM, PT RTP, PT IR and PT INP were issued with mining licences in 2009 by the Regent of Kutai. These licences allowed them to engage in the construction, mining, processing, refining, hauling and sale of the resource for an initial term of 20 years with the possibility of two 10-year extensions. However, in April 2010, the Ministry of Forestry sent a letter to the Regent of East Kutai recommending the revocation or cancellation of the Ridlatama Group companies' mining licences in the project area for the following reasons: the Ridlatama Group companies were operating without the permission of the Ministry of Forestry; the Ridlatama Group companies' licences were allegedly forged; and the licences overlapped with other permit areas. The Regent of East Kutai duly revoked all of the mining licences.

In response, the Ridlatama Group companies filed several lawsuits against the Indonesian government seeking to reverse the revocations. Following these legal proceedings, on 22 May 2012, the claimant submitted a request for arbitration to ICSID against the respondent.

12 Agreement between the government of the United Kingdom of Great Britain and Northern Island and the government of the Republic of Indonesia for the Promotion and Protection of Investments dated 27 April 1976.

13 The cooperation agreement requires PT ICD to fully plan, set up and carry out all the mining operations in the project area covered by the mining licences of PT RTM, PT RTP, PT RS and PT RP, in exchange for 75 per cent of the revenue generated.

14 The investors' agreement covers PT ICD's control over future transfers of shares in PT TCUP, PT RTM, PT RTP, PT RS and PT RP.

15 PT Ridlatama Tambang Mineral (PT RTM), PT Ridlatama Trade Powerindo (PT RTP), PT Ridlatama Steel (PT RS), PT Ridlatama Power (PT RP), PT Investama Resources (PT IR), PT Investama Nusa Persada (PR INP) and PT Techno Utama Prima (PT TCUP).

16 The pledge-of-shares agreement serves as security for the contractual rights encompassed in the cooperation and investors' agreements.

17 The agreement entered into between the claimant through PT ICD and PT IR and PT INP.

18 The agreement between the claimant, through PT ICD with PT IR, PT INP, and Mmes Setiawan and Florita.

19 The pledge of shares between the claimant through PT ICD with PT IP, Mmes Setiawan and Florita; the pledge of shares between the claimant through PT ICD and PT IR and Mmes Setiawan and Florita.

On 13 and 14 May 2013, the first hearing to decide on the jurisdiction issue was held in Singapore. The legal issue was whether the ICSID arbitration tribunal had jurisdiction to hear the dispute. The respondent submitted that it had not consented to ICSID arbitration on the ground that Article 7(1) of the UK–Indonesia BIT[20] cannot be construed as a standing offer to arbitrate. The respondent's main contention was that it did not 'assent' to Churchill's request for arbitration; therefore, the tribunal lacked jurisdiction. The respondent further argued that Article 7(1) only contemplates a two-step process in which the foreign investor submits a request for arbitration and Indonesia then gives its consent. In response, the claimant argued that the phrase 'shall assent' requires no further action from the host state after the filing of the request for arbitration, and that the ordinary meaning of the word 'shall' denotes a legally binding obligation.

The tribunal noted that there were several treaties between the respondent and other states that contained clauses similar to the arbitration clause in dispute. The tribunal therefore concluded that the treaty drafters considered the 'shall assent' language as functionally equivalent to 'hereby consents'. The tribunal also stated that it would also have found consent to ICSID arbitration in the BKPM approval for Churchill's involvement in the mining project.[21] Accordingly, the Tribunal concluded that Article 7(1) contains a standing offer to arbitrate any dispute that may arise in connection with an investment in ICSID arbitration, and held that the arbitral tribunal had jurisdiction over the dispute. The arbitral tribunal concluded the examinations of the merits of the case on 7 December 2016. In its awards, the arbitral tribunal granted the Indonesian government's application to dismiss the claims of Churchill Mining.

III OUTLOOK AND CONCLUSIONS

i Judicial review of Articles 67(1) and 71 of the Arbitration Law

One notable development that might change the landscape of Indonesian arbitration law is the judicial review of Article 67(1) and Article 71 of Arbitration Law submitted by Ongkowijoyo Onggowarsito, the Director of PT Indiratex Spindo (an Indonesian company) (the applicant).

Article 67(1) of Arbitration Law requires registration of international arbitration awards with the Registrar of Central Jakarta District Court by the arbitrator or arbitrators, or their proxy, before application for enforcement of such awards can be made. However, the Article does not provide a deadline for the registration of international arbitral awards (unlike domestic arbitration awards, which must be registered within 30 days from the issuance date);

20 Article 7(1) reads as follows:
(1) The Contracting Party in the territory of which a national or company of the other Contracting Party makes or intends to make an investment shall assent to any request on the part of such national or company to submit, for conciliation or arbitration, to the Centre established by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States opened for signature at Washington on 18 March 1965 any dispute that may arise in connection with the investment.

21 Section IX (4) of the 2005 BKPM approval reads as follows:
In the event of a dispute between the company and the Government of the Republic of Indonesia which cannot be settled by consultation/deliberation, the Government of Indonesia is prepared/ready to follow settlement according to the provisions of the convention on the settlement of disputes between States and Foreign Citizen regarding investments in accordance with Law Number 5 of 1968.

thus, international arbitration can be registered any time. Separately, Article 71 of the Law provides that applications for an annulment of arbitration awards shall be made in writing within 30 days from the registration of the award to the Jakarta District Court Registrar.

The applicant argues that the fact that, in line with Article 67(1), international arbitration awards can be registered at any time without a specific deadline has caused him difficulties. As a background, an international arbitration award against the applicant was registered one year and five months after its issuance date. On the other hand, Article 71 provides that an application for the annulment of arbitration awards can be made at the latest within 30 days of the award's registration with the registrar of the District Court. As the arbitration award in question was registered one year and five months after its issuance date, the applicant argues that he has lost the right to apply for an annulment of the award under Article 71, thus jeopardising his constitutional rights. By virtue of Decision No. 19/PUU-XIII/2015, the Constitutional Court rejected the applicant's request. The main reason was that the applicant's constitutional right is not affected by the existence of Article 67(1) and 71 of Arbitration Law. The loss that the applicant suffered was due to the arbitral award to which it is a party. Hence, rather than a loss of constitutional right, it was actually an economic loss. The Constitutional Court explained that Article 67 does not hinder the applicant to apply an annulment of an arbitral award. However, the Court also noted that the Article 67 is only applicable to international arbitration, while Article 71 can only be applied to domestic arbitration.

THEODOOR BAKKER

Ali Budiardjo, Nugroho, Reksodiputro

Theodoor Bakker (65) graduated from Leiden University in the Netherlands and is a registered foreign lawyer under the Indonesian Advocates Law. He has worked in South-East Asia since 1984. Since the Asian financial crisis, he has remained involved in restructuring and insolvency, including foreign law issues of bankruptcy reform in Indonesia.

He has served on arbitration panels in UNCITRAL and ICC arbitrations, and is now increasingly active in all aspects of international commercial arbitration and investment arbitration. He is the co-chair of the Arbitration & ADR Commission of ICC Indonesia. He is a fellow of the CIArb, and is listed with BANI, SIAC and HKIAC.

He has published articles on insolvency and cross-border investment issues, and teaches at the Faculty of Law of the University of Indonesia, the National Law Development Agency and the Ministry of Law and Human Rights. He is referred to as a leading lawyer in various publications including *IFLR1000*, *Chambers*, *The Asia-Pacific Legal 500* and *Asialaw Profiles*.

SAHAT SIAHAAN

Ali Budiardjo, Nugroho, Reksodiputro

Sahat Siahaan joined ABNR in July 1996 and became a partner in January 2010. He graduated from the University of Indonesia, majoring in law on economic activities. In 1996, he earned his graduate diploma in legal studies from the University of Canberra, and in 2002 his LLM degree from the University of Western Australia in Perth.

Sahat specialises in corporate and commercial disputes, especially in the areas of corporate, banking and finance, shipping, commodities, insurance, mining, oil and gas, and investment-related claims.

He represents foreign and domestic clients both in domestic and international arbitration proceedings, and also advises foreign clients in relation to issues regarding the enforcement of foreign arbitral awards in Indonesia.

ULYARTA NAIBAHO

Ali Budiardjo, Nugroho, Reksodiputro

Ulyarta Naibaho joined ABNR in February 2013 and became a partner in January 2018. Before joining the firm, Uly worked with other prominent Indonesian law firms and as in-house legal counsel in multinational companies. She graduated in 2003 from the School of Law of Universitas Indonesia, majoring in Praktisi Hukum (legal practitioner); and in 2010 obtained her LLM degree in mineral law and policy from the Centre of Energy, Petroleum Mineral Law and Policy of the University of Dundee, Scotland, United Kingdom. Her main practice areas include, *inter alia*, dispute resolution and litigation, general corporate and investment, mining, general natural resources and environment matters.

ALI BUDIARDJO, NUGROHO, REKSODIPUTRO

Graha CIMB Niaga, 24th Floor
Jl Jend Sudirman Kav 58
Jakarta 12190
Indonesia
Tel: +62 21 250 5125
Fax: +62 21 250 5646
tbakker@abnrlaw.com
ssiahaan@abnrlaw.com
unaibaho@abnrlaw.com
www.abnrlaw.com