

Recognition and Enforcement of Foreign Judgments and Arbitral Awards in Indonesia: Lessons from Singapore and Malaysia

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Abstract

Indonesia acceded to the 1958 New York Convention more than four decades ago, yet enforcing a foreign arbitral award there remains markedly less predictable than in its closest regional peers. This article argues that two linked features of the domestic regime explain most of that gap: a court-centric exequatur process that routes every foreign award through the Central Jakarta District Court, and an undefined “public policy” exception that lets courts reopen the merits of disputes that arbitration was meant to settle. Using a normative-juridical method and a structured comparison with Singapore and Malaysia along four fixed indicators, the study reads the 1999 Arbitration Law, Supreme Court Regulations No. 1 of 1990 and No. 3 of 2023, the BANI Rules, and recent Central Jakarta District Court decisions against the standard set by the Model Law. It finds that the 2023 reform, though it digitizes the procedure, cannot reach these substantive defects, which sit in primary legislation. Singapore’s narrow public-policy reading and Malaysia’s Model Law-based, pro-enforcement framework, including its workable treatment of Islamic-

finance awards, show what closing the gap would require. The article concludes that Indonesia should define the public-policy exception restrictively, clarify the hierarchy of its arbitration norms, and confine judicial review at the *exequatur* stage.

Keywords

Arbitral Awards, Exequatur, Foreign Judgments.

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Introduction

Arbitration has become the default way to resolve cross-border commercial disputes, and for good reason: it offers a neutral forum, procedural flexibility, and, through the 1958 New York Convention, awards that travel across borders. Indonesia acceded to the Convention by Presidential Decree No. 34 of 1981 and is therefore bound to recognise and enforce foreign arbitral awards. The puzzle this article addresses is the distance between that formal commitment and what parties actually experience when they try to enforce an award in Indonesia.¹

Two features of the domestic regime account for most of that distance. First, a foreign award cannot be enforced until the Central Jakarta District Court grants an *exequatur*, a court-centred step that, despite the procedural updates in Supreme Court Regulation No. 3 of 2023, still runs through the machinery of ordinary civil litigation.² Second, the statute permits refusal of enforcement on grounds of “public policy” without ever defining the term, which leaves courts free to revisit the merits of a dispute under the banner of protecting national interests.³ Layered on top of these is a fragmented body of rules, colonial-era procedure, the 1999 Arbitration Law, and sector-specific regulation, that no single instrument fully reconciles, together with the absence of a clear power to compel third-party evidence.⁴

¹ Fanny Aprilia, “Arbitrase Internasional Dalam Penyelesaian Sengketa Penanaman Modal Asing: Tinjauan Praktis Di Indonesia,” *Jurnal Hukum & Pembangunan* 54, no. 1 (2024), <https://doi.org/10.21143/jhp.vol54.no1.1604>.

² D. KATSIKIS and A. C. NICHOLLS, “Enforcement in Indonesia: Obtaining a Power of Attorney for Registration of the Award,” *Journal of International Arbitration* 37, no. 5 (2020): 665–74, <https://doi.org/10.54648/joia2020032>.

³ Evita Isretno Israhadi, “A Study of Commercial Arbitration and the Autonomy of the Indonesian Arbitration Law,” *Journal of Legal, Ethical and Regulatory Issues* 21, no. 1 (2018).

⁴ E. Abimanyu and D. P. Sinaga, “UNCITRAL Model Law on International Commercial Arbitration and the Reform of the Arbitration Evidence Process in Indonesia,” *Media Iuris* 8, no. 2 (2025): 293–310, <https://doi.org/10.20473/mi.v8i2.63627>.

Two regional neighbours show what a more predictable regime looks like.⁵ Malaysia's Arbitration Act 2005, built on the UNCITRAL Model Law, supports enforcement under the New York Convention, and the repeal of section 42 curtailed merits-based challenges, leaving courts with a pro-enforcement, supervisory role; its main complication lies in the referral of Islamic-finance questions to the Shariah Advisory Council.⁶ Singapore, through its International Arbitration Act read with the Model Law, reads the public-policy exception narrowly and confines judicial intervention to a short list of grounds, which is much of why it has become the region's preferred seat.⁷ Indonesia, by contrast, still blends domestic procedural formalism with its international obligations, and it is that blend, rather than any single rule, that the comparison is meant to illuminate.⁸

The comparative literature has documented these Malaysian and Singaporean strengths. Nevertheless, few studies systematically compare Indonesia's enforcement practice with that of its ASEAN peers, and fewer still draw on Malaysia's handling of Shariah-based arbitration as a reference for Indonesia's BASYARNAS awards, which face comparable doctrinal uncertainty. This article addresses that gap by reading Indonesia's difficulties through a structured regional comparison rather than in isolation.⁹ Singaporean courts interpret the public-policy exception narrowly, confining it to violations of the most fundamental norms, thereby ensuring consistency with international enforcement

⁵ I. C. Rosli, "International Commercial Arbitration in Malaysia," *Pertanika Journal of Social Sciences and Humanities* 29 (2021): 135–48, <https://doi.org/10.47836/pjssh.29.s2.10>.

⁶ C. Ezeoke, "Challenging Arbitral Awards on the Question of Law in Malaysia: Is It Gone for Good?" *International Arbitration Law Review* 22, no. 2 (2019): 56–74.

⁷ I. Che Rosli et al., "Judicial Preclusion in International Arbitration: Comparative Analysis of UK, Australia, and Malaysia's Practices," *Jambe Law Journal* 7, no. 2 (2024): 313–40, <https://doi.org/10.22437/jlj.7.2.313-340>.

⁸ M. F. Labanieh, M. A. Hussain, and N. Mahdzir, "Arbitration as a Mechanism to Resolve Islamic Banking Disputes in Malaysia: Challenges and Drawbacks," *UUM Journal of Legal Studies* 10, no. 2 (2019): 19–44.

⁹ K. Bhukya, "From Inconsistency to Coherence: Examining the SGCA's Quest for a Comprehensive Approach to Determining Pre-Award Arbitrability," *Arbitration International* 41, no. 1 (2025): 203–11, <https://doi.org/10.1093/arbint/aiaf001>.

standards.¹⁰ These reforms have made Singapore a trusted arbitral seat and enforcement hub in the Asia-Pacific region.

Three questions follow from this. First, what is the current legal framework governing the recognition¹¹ and enforcement of foreign judgments and arbitral awards in Indonesia? Second, how do Singapore and Malaysia secure the effectiveness of enforcement, and which of their approaches could Indonesia realistically adopt? Third, what reforms would bring Indonesia's framework into closer alignment with international best practice?

The article is organised to answer these questions in turn. After setting out the method, it examines the Indonesian regime, the 1999 Arbitration Law, Supreme Court Regulations No. 3 of 2023 and No. 1 of 1990, the institutional BANI Rules, and the treaty framework of the New York and ICSID Conventions and the UNCITRAL Model Law. It then turns to recognition and enforcement in practice, including a review of recent decisions of the Central Jakarta District Court, before comparing Singapore and Malaysia using a common set of indicators. The final sections draw out comparative lessons for Indonesia and conclude with concrete reform proposals.

This study uses a qualitative juridical-normative research method that combines doctrinal legal analysis with comparative and case approaches. Epistemologically, this approach was chosen to focus on evaluating the internal coherence of the Indonesian legal framework, namely the conformity between laws and regulations, court decisions, and international standards. Doctrinal analysis involves interpreting the texts of laws, court decisions, and international conventions to assess the internal coherence of the regulatory framework governing the enforcement and recognition of arbitral awards.

This research uses primary, secondary, and tertiary sources. Primary sources include the Reglement op de Rechtsvordering (RV),

¹⁰ Phan Hoai Nam, "Public Policy and the Refusal to Enforce Foreign Arbitral Awards: A Comparative Analysis of France, Singapore, and Vietnam," *Indonesian Journal of International Law* 22, no. 4 (June 2025), <https://doi.org/10.17304/ijil.vol22.4.1967>.

¹¹ Indah Sri Utari et al., "The Digital Sanctuary: Forging Legal And Ethical Frameworks For Interfaith Coexistence Online," *Contemporary Issues on Interfaith Law and Society* 4, no. 2 (2025), <https://doi.org/10.15294/ciils.v4i2.35309>.

Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Presidential Decree No. 34 of 1981 (ratification of the New York Convention), Supreme Court Regulations No. 1 of 1990 and No. 3 of 2023, Law No. 5 of 1968 (concerning ICSID), and the rules of the Indonesian National Arbitration Board (BANI), UNCITRAL model law. Secondary sources include peer-reviewed and Scopus-indexed academic publications, treatises, and practitioner comments from academic digital databases.¹² The judicial materials were drawn from the Central Jakarta District Court, which holds exclusive competence over the exequatur of foreign awards, and from the Supreme Court, through the Mahkamah Agung and the Central Jakarta District Court case-tracking (SIPP) databases.¹³

Then, the case approach in this study is to use purposive selection of decisions based on thematic relevance criteria, namely cases that explicitly discuss the recognition and enforcement of foreign judgments or foreign arbitration, especially those involving the application of public policy exceptions, in the period 2000 to 2025, and accessed through the official digital database of the Supreme Court.

The comparative approach compares Indonesia, Singapore, and Malaysia. This second selection is based on three criteria: first, both are Southeast Asian common law legal systems that have a commercial legal context comparable to Indonesia's; second, both have adopted the UNCITRAL Model Law and are active in international commercial arbitration; and third, both are the main references in the discourse of harmonization of regional arbitration law. This comparison aims to provide insight into best practices relevant to Indonesian legal reform.

Singapore and Malaysia were chosen as comparators for reasons that are stated explicitly rather than assumed. Both have enacted the UNCITRAL Model Law, which gives a common normative benchmark against which Indonesia's partial adoption can be assessed; both sit

¹² Fajar Sugianto et al., "Unclear Public Policy: The Real Barrier in Recognizing Foreign Arbitration Awards?," *Indonesian State Law Review* 8, no. 1 (2025), <https://doi.org/10.15294/islrev.v8i1.21448>.

¹³ Muhamad Dzadit Taqwa, Amaraduhita Laksmi Prabhaswari, and Maria Jasmine Putri Subiyanto, "Inconsistency in Recognition and Enforcement of Foreign Arbitral Awards: Non-Compliance or Normative Factors?," *Jurnal Bina Mulia Hukum* 8, no. 2 (2024): 258–175, <https://doi.org/10.23920/jbmh.v8i2.1310>.

within the same ASEAN legal-economic space and compete for the same cross-border disputes; and Malaysia, in particular, shares Indonesia's mixed Civil-Law-with-Common-Law heritage, which makes its reforms a realistic rather than an aspirational reference point. The comparison proceeds along four fixed indicators applied uniformly to all three jurisdictions: the procedural route to enforcement, the permitted scope of judicial intervention on the merits, the construction of the public-policy exception, and the treatment of interim measures and third-party evidence. Holding these indicators constant allows the differences reported in Tables 2 and 3 to be interpreted as genuine contrasts.

The analysis continued through three stages. *First*, a normative assessment of the alignment of Indonesian laws and regulations with international standards. *Second*, supervision of judicial reasoning in cases of recognition, enforcement, and annulment of decisions, with an emphasis on the application of public policy exceptions. *Third*, a comparative evaluation of procedural pathways in Indonesia, Singapore, and Malaysia uses specific indicators, including the clarity of the reasons for the annulment of the arbitration award, the scope and interpretation of the public policy exception, the procedures and conditions for *exequatur applications*, and the level of predictability of court decisions in international arbitration disputes. The last is the drawdown. The conclusion to be drawn is that the deductive method should be used.

A. Regulations Regarding Arbitration in Indonesia

1. Core Domestic Law (Law No. 30 of 1999)

Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution (the Arbitration Law) is still the backbone of the Indonesian regime. On paper, it does most of what a modern arbitration statute is expected to do.¹⁴ It recognises the binding force of an arbitration

¹⁴ J. Lumbantobing, "THE 1958 NEW YORK CONVENTION IN INDONESIA: HISTORY AND COMMENTARIES BEYOND MONISM-DUALISM," *Indonesia Law Review* 9, no. 3 (2019): 222–40, <https://doi.org/10.15742/ilrev.v9n3.583>.

agreement, allows the parties to shape their own procedure, and directs the courts to step aside once the parties have chosen to arbitrate. The difficulty, and the reason this subsection treats the statute critically rather than merely summarising it, is that the text was drafted for the commercial realities of the late 1990s. Read against the way cross-border disputes actually unfold today, several of its silences and ambiguities have become the very openings through which enforcement is delayed or defeated.¹⁵

Take the principle of party autonomy first. Article 3 and Article 11 oblige the court to decline jurisdiction once a valid arbitration clause exists, and Article 5 confines arbitrable matters to the commercial sphere. In theory, this should keep the judiciary out of the merits.¹⁶ In practice, the harder question is which court is even involved¹⁷. Here, the manuscript corrects a common misconception: applications to register, enforce, or annul an award in Indonesia are heard by the District Court (Pengadilan Negeri), specifically the Central Jakarta District Court for foreign awards, not by the Commercial Court (Pengadilan Niaga).¹⁸ The Commercial Court's competence is bankruptcy and intellectual property; it has no role in exequatur or annulment. The genuine friction, therefore, is not a turf war between the Commercial Court and the tribunal but the readiness of ordinary District Courts to entertain civil

¹⁵ Muhamad Dzadit Taqwa, Amaraduhita Laksmi Prabhaswari, and Maria Jasmine Putri Subiyanto, "Inconsistency in Recognition and Enforcement of Foreign Arbitral Awards: Non-Compliance or Normative Factors?," *Jurnal Bina Mulia Hukum* 8, no. 2 (2024), <https://doi.org/10.23920/jbmh.v8i2.1310>.

¹⁶ Jafar Sidik et al., "Choice of Arbitrators Regarding Dispute Settlement (Comparing Indonesia and Russia)," *Journal of Law and Legal Reform* 5, no. 1 (2024): 109–36, <https://doi.org/10.15294/jllr.vol5i1.2093>.

¹⁷ Indah Sri Utari et al., "A Criminological Perspective on Corruption as a Catalyst of Economic Breakdown: Socio-Legal Challenges in Indonesian Environmental Governance," *Jambe Law Journal* 9, no. 1 (2026): 205–47, <https://doi.org/10.22437/jmj4ac47>.

¹⁸ Setyawati Fitrianggraeni, Eva Fatimah Fauziah, and Sri Purnama, "Dealing with Unsatisfactory Arbitral Awards: Observing the Grounds of Annulment of Arbitral Awards in Indonesia," *Journal of International Arbitration* 40, no. 6 (2023), <https://doi.org/10.54648/joia2023030>.

actions, most often tort claims framed as unlawful acts, that run parallel to an arbitration and slow it down.¹⁹

The provisions on constituting the tribunal work reasonably well. Articles 12 to 16 allow the parties to appoint their own arbitrators and, where they cannot agree, permit the Chairman of the District Court to make the appointment. In contrast, a party that doubts an arbitrator's independence may bring a challenge. These mechanics are sound and rarely the source of enforcement trouble.²⁰ What the statute handles less convincingly is everything that happens after the hearing closes.

Article 18 empowers a tribunal to order interim measures, but the statute stops short of saying how such an order is to be enforced if a party ignores it. Because an interim order is not the “final award” that Article 60 and Article 70 have in mind, Indonesian courts have generally treated it as something they need not execute.²¹ The result is a protective measure that exists in name but evaporates at the moment it is needed, a gap that becomes especially costly in construction and energy disputes where preserving the status quo is often the whole point of going to arbitration.²²

The annulment regime illustrates the same pattern. Article 70 limits annulment to three situations: a document later found to be decisive was concealed, the award rested on documents declared forged, or it was procured by deception, and the Elucidation suggests these grounds are meant to be exhaustive. However, the case law tells a less tidy story. The dispute over the BAORI KONI award, decided as No.

¹⁹ M. Gotti, “The Judicialization of Arbitration Discourse in the Italian Context,” in *Discourse and Practice in International Commercial Arbitration: Issues, Challenges and Prospects* (2016), 129–46, <https://doi.org/10.4324/9781315577463-15>.

²⁰ Huzaimah Al-Anshori, Emi Puasa Handayani, and Gautam Kumar Jha, “Reformulation of Commercial Court Authority Regulations Relation to the Arbitration Clause,” *Journal of Law and Legal Reform* 5, no. 1 (2024), <https://doi.org/10.15294/jllr.vol5i1.2144>.

²¹ Muhammad Labib Wajdi, Huala Adolf, and Prita Amalia, “International Interim Awards Enforcement under the Indonesian Arbitration Law and UNCITRAL Model Law,” *Journal of Law, Politic and Humanities* 4, no. 5 (2024), <https://doi.org/10.38035/jlph.v4i5.536>.

²² Winner Sitorus, “JUDICIAL CONTROL OF FOREIGN ARBITRAL AWARDS IN INDONESIA,” *Indonesian Journal of International Law* 14, no. 4 (2017), <https://doi.org/10.17304/ijil.vol14.4.706>.

481/Pdt.Sus-Arb/2024/PN Jkt.Pst shows the Central Jakarta District Court annulling an award partly because it had not been registered under Article 59, blending a procedural-registration defect with the Article 70 grounds. Other entries in the 2022–2025 docket reviewed below turn almost entirely on preliminary objections about absolute competence rather than the merits of any Article 70 ground. The point is not that the grounds are wrongly drafted; it is that courts read them more elastically than the text invites, and that elasticity, rather than the statute itself, is what generates uncertainty.²³

Enforcement of a foreign award depends on Article 66, which permits enforcement only where the award does not offend “public order”. The statute never defines the phrase, and that single omission has done more to undermine predictability than any other feature of the law.²⁴ Because there is no statutory anchor, a losing party can recast almost any merits argument as a public-policy objection, inviting the court to look again at the substance of a dispute that was supposed to be closed.²⁵ Saying, as some accounts do, that Indonesian courts apply the exception strictly describes the doctrine rather than the practice; the practice has been considerably more permissive, and the gap between the two is precisely where enforcement risk lives.²⁶

It is therefore too generous to describe the 1999 Law as one that minimises judicial interference²⁷. The design is restrained, but the lived experience is not. Parallel tort suits, expansive public-policy review, the

²³ Abdul Jamil, Farid Sufian Bin Shuaib, and Dodik Setiawan Nur Heriyanto, “Recognition and Enforcement of Indonesian Sharia Arbitration Awards in Foreign Countries: Challenges and Opportunities,” *IIUM Law Journal* 31, no. 1 (May 2023): 309–32, <https://doi.org/10.31436/iiumlj.v31i1.827>.

²⁴ Labib Wajdi, Adolf, and Amalia, “International Interim Awards Enforcement under the Indonesian Arbitration Law and UNCITRAL Model Law.”

²⁵ Gary F. Bell, “CONFLICTS OF LAWS AND JURISDICTIONS IN INDONESIA-RELATED ARBITRATIONS SEATED IN SINGAPORE – PERSPECTIVES FROM THE TRIBUNAL,” *Indonesia Law Review*, 2022, <https://doi.org/10.15742/ilrev.v12n1.3>.

²⁶ Sitorus, “JUDICIAL CONTROL OF FOREIGN ARBITRAL AWARDS IN INDONESIA.”

²⁷ Nurillo Fayzullaevich Imomov et al., “Marriage Governance and Legal Pluralism in Central Asian Family Law Systems,” *Journal of Human Rights, Culture and Legal System* 6, no. 1 (2026): 59–83.

dependence of interim relief on judicial goodwill, and the occasional blending of registration formalities with annulment grounds all pull in the opposite direction. Recognising this distance between the statute on the books and the statute in action is the necessary first step before any comparison with Singapore or Malaysia can be meaningful.²⁸

2. Supreme Court Regulation No. 3 of 2023 (SCR 3/2023) on Arbitration in Indonesia

Supreme Court Regulation No. 3 of 2023 (SCR 3/2023) was issued to tidy up the procedural side of arbitration, and it does bring genuine improvements, but its significance is easy to overstate. The most consequential thing the regulation actually does is procedural and technological rather than doctrinal: it routes the registration of awards, applications for exequatur, and petitions for annulment through the Supreme Court's electronic court (e-Court) system and provides for electronic and remote hearings. This digital reorientation, more than any clarification of substantive law, is what distinguishes SCR 3/2023 from the regime that preceded it, and it is the feature most likely to shorten the registration timeline in practice.²⁹

On the points it does address, the regulation sets clearer deadlines for the District Court registrar and a more defined timetable for the appointment of arbitrators where the parties cannot agree. These are useful housekeeping measures. It would be premature, however, to claim that they have already produced a "more streamlined and transparent" process, because SCR 3/2023 took effect only recently and no body of reported decisions yet exists to confirm that courts are observing the new timetables. The honest position is that the regulation creates the conditions for greater predictability without yet supplying evidence that predictability has arrived.³⁰

²⁸ C. S. A. Okoli, "The Recognition and Enforcement of Foreign Judgments in Civil and Commercial Matters in Asia," *Journal of Private International Law* 18, no. 3 (2022): 522–41, <https://doi.org/10.1080/17441048.2022.2115615>.

²⁹ Sugianto et al., "Unclear Public Policy: The Real Barrier in Recognizing Foreign Arbitration Awards?"

³⁰ Shofiy Zulfah et al., "Online Arbitration as an Alternative to Business Dispute Resolution for Small Nominal Claims (A Comparative Study of the Indonesian National Arbitration Body (BANI) with the Singapore International Arbitration

A second claim requires correction. It is not accurate to say that SCR 3/2023 defines “public policy” or sets out criteria for what offends it. The regulation does no such thing. It is a procedural instrument; it neither provides a material definition of public order nor lists indicators to discipline how judges apply the exception. The term, therefore, remains the same open-textured, catch-all concept it has always been in Indonesian practice, and the discretion that worried investors before 2023 survives the regulation intact. Any suggestion that SCR 3/2023 prevents courts from invoking public policy on vague grounds is an aspiration rather than a description of the text.³¹

It points to a structural limit that the subsection now states plainly. A Supreme Court Regulation sits below statute in the hierarchy of Indonesian legal norms; it can organise procedure, but it cannot rewrite or override the substantive gaps embedded in Law No. 30 of 1999. The undefined public-policy exception and the unenforceability of interim measures discussed in the previous subsection are defects of primary legislation, and a SCR cannot cure them. Nor does SCR 3/2023 fully displace the older SCR No. 1 of 1990; as the next subsection explains, the two instruments now operate side by side, which is itself a source of uncertainty rather than a resolution of it³².

SCR 3/2023 is best understood as a worthwhile but partial reform. Its digital procedures and tighter deadlines are real gains that should reduce some of the administrative friction foreign parties have long complained about. Yet because it cannot reach the substantive ambiguities of the 1999 Law, and because its practical impact is still unproven, it would be misleading to present it as evidence that Indonesia

Center (SIAC)),” *International Journal of Multidisciplinary Research and Analysis* 08, no. 05 (2025): 2907–13, <https://doi.org/10.47191/ijmra/v8-i05-73>.

³¹ Kenjiro Adriano Silaban, “Penyelesaian Sengketa Bisnis Melalui Arbitrase: Perbandingan Efisiensi Eksekusi Putusan Arbitrase Di Indonesia Dan Singapura,” *Jurnal Globalisasi Hukum* 2, no. 2 (2025): 238–55, <https://doi.org/10.25105/>.

³² Duy Thuyen Trinh, Kim The Nguyen Duong, and Duong Hoang Phuc Pham, “Public Policy and Judicial Inconsistency in Vietnam: Challenges in the Annulment of International Commercial Arbitral Awards,” *International Journal for the Semiotics of Law - Revue Internationale de Sémiotique Juridique* 38, no. 7 (2025): 2341–62, <https://doi.org/10.1007/s11196-025-10285-w>.

has become a straightforwardly attractive enforcement jurisdiction.³³ The regulation is a positive move, but it falls short of fully closing the competitive gap with Singapore or Malaysia.³⁴

3. Supreme Court Regulation No.1 of 1990 (SCR No. 1 of 1990)

SCR No. 1 of 1990 was the first instrument to provide Indonesian courts with concrete procedural directions for registering and recognising foreign arbitral awards, and SCR 3/2023 did not formally repeal it. The result is a dual regime: two Supreme Court regulations, separated by more than three decades, that both address the registration and enforcement of foreign awards, without a clear statement of which governs when they diverge³⁵. That overlap is not a harmless redundancy. Because neither instrument expressly delimits its own field of application, a party can plausibly invoke whichever regulation better suits its position, and a court can choose between them with little to constrain the choice, which is precisely the kind of indeterminacy that erodes predictability.

Two reasons explain why SCR 3/2023 left SCR 1/1990 standing. First, the 2023 regulation is oriented toward digitised case management and timetables; it is comparatively thin on the substantive formalities of recognition, such as the documents a foreign award must be accompanied by and the sequence in which registration precedes the request for exequatur. SCR 1/1990 still supplies that procedural detail. Second, the older regulation reflects the reciprocity reservation Indonesia entered on acceding to the New York Convention, a matter SCR 3/2023

³³ Fitrianggraeni, Fauziah, and Purnama, “Dealing with Unsatisfactory Arbitral Awards: Observing the Grounds of Annulment of Arbitral Awards in Indonesia.”

³⁴ Shofiy Zulfa et al., “Online Arbitration as an Alternative to Business Dispute Resolution for Small Nominal Claims (A Comparative Study of the Indonesian National Arbitration Body (BANI) with the Singapore International Arbitration Center (SIAC)),” *INTERNATIONAL JOURNAL OF MULTIDISCIPLINARY RESEARCH AND ANALYSIS* 08, no. 05 (2025), <https://doi.org/10.47191/ijmra/v8-i05-73>.

³⁵ Anis Mashdurohaturun et al., “Legal Protection of Creditors with Rejected Claims under Debt Payment Suspension Framework,” *Journal of Human Rights, Culture and Legal System* 6, no. 1 (2026).

does not revisit. Courts therefore continue to fall back on SCR 1/1990 to fill gaps the newer instrument leaves open.³⁶

This continued reliance is visible in the docket. The two CIETAC matters in the 2023 register, Nos. 200 and 201/Pdt.Sus-Arb/2023/PN Jkt.Pst, turned on whether awards had been properly deposited and on the removal of registration certificates from the court's register, questions that are governed by the registration formalities SCR 1/1990 still articulate rather than by anything new in SCR 3/2023. These decisions show the older regulation doing real work in current litigation, not merely surviving as a historical artefact.

The difficulty is that this coexistence has persisted without resolution. So long as the boundary between the two regulations remains unstated, the dual regime will continue to generate avoidable arguments over which procedural standard applies. The cleaner course would be for the Supreme Court either to consolidate the registration formalities of SCR 1/1990 into a single, current instrument or to specify expressly that SCR 1/1990 continues to govern only those formalities on which SCR 3/2023 is silent. Until that is done, SCR 1/1990 is best described not as a settled foundation but as an unfinished piece of the reform, useful in practice yet a standing source of the very uncertainty that reform is meant to remove.

4. Institutional Rules (BANI)

The 2022 revision of the BANI Rules represents a significant development in Indonesian arbitration practice, most notably through the introduction of the Emergency Arbitrator mechanism and multi-party arbitration procedures. From a comparative perspective, this revision reflects a deliberate effort to harmonize procedures with established international standards, including the UNCITRAL Model Law and the SIAC Rules. The alignment with such global frameworks is of considerable importance, as it serves to reduce procedural uncertainty for foreign parties and, in doing so, enhances BANI's competitiveness

³⁶ Sandy Sulistiono and Nynda Fatmawati Octarina, "Legal Protection And Certainty Over The Implementation Of Emergency Interim Relief In The Arbitration Dispute Resolution Process In Indonesia," *Journal of Law, Politic and Humanities* 6, no. 1 (2025): 47–54, <https://doi.org/10.38035/jlph.v6i1>.

within the broader landscape of international commercial dispute resolution.³⁷

A pertinent question in this context is the compatibility of these revised rules with Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution. While the statute does not expressly regulate emergency arbitration or multy-party proceedings, the absence of such provisions does not in itself, constitute a violation of positive law. Rather, invoking the principle of freedom of contract as recognised under Article 37 of Law No. 30/1999, parties retain full autonomy in determining the procedural rules that govern their disputes.³⁸ Accordingly, BANI's adoption of these mechanism is best characterised as an exercise in institutional gap filling, an effort to address legislative lacunae in a manner responsive to the demands of contemporary commercial practice, without contravening the existing national legal framework.

The 2025 BANI Rules represent a genuine step toward international best practices, but notable gaps remain when measured against SIAC and the UNCITRAL Model Law. On emergency arbitration, BANI now mirrors the structural concept found in SIAC and ICC rules yet diverges on critical details: SIAC requires its emergency arbitrator to issue an order within 14 days of appointment, while the BANI rules leave the precise issuance deadline ambiguous, creating room for delay and procedural uncertainty.³⁹ More fundamentally, BANI declares emergency awards “final and binding” a characterization that conflicts with how SIAC and the ICC treat such awards, which are provisional and remain subject to modification or revocation by a

³⁷ WAPG Frederik, D. Ringkuangan, and ..., “The Urgency of Indonesian National Arbitrage Agency in Dispute Settlement of Trade Agreements,” ... *Journal of Social* ... 5, no. 1 (2023): 195–200, <https://doi.org/10.5281/zenodo.7690296>.

³⁸ Aldiva Pitaloka, Marjo Marjo, and Zil Aidi, “The Role of the Indonesian National Arbitration Board (BANI) in the Prevention and Settlement of Business Disputes in Indonesia,” *Proceedings of the International Conference on Sustainability in Technological, Environmental, Law, Management, Social and Economic Matters, ICOSTELM 2022*, no. 30 (2023), <https://doi.org/10.4108/eai.4-11-2022.2328969>.

³⁹ NOAHRUBINS, “The Enforcement and Annulment of International Arbitration Awards in Indonesia,” *Washington College of Law, American University American University International Law Review* 359, no. c (2005).

subsequently constituted tribunal.⁴⁰ On multi-party and multi-contract arbitration, BANI's 2025 reforms streamline initiation procedures and bring them closer to modern institutional practice, but the rules still fail to define the threshold for determining when parties or contracts are sufficiently "related," a clarity that both SIAC and the UNCITRAL Model Law provide

The deeper and more structural divergence lies at the statutory level. Unlike Singapore's International Arbitration Act, which directly implements the UNCITRAL Model Law, Indonesia's governing statute, Law No. 30 of 1999, does not adopt the Model Law at all, and has remained substantively unchanged for 25 years. It means that no matter how sophisticated BANI's institutional rules become, they cannot override or substitute for the underlying statute. BANI's foreign-counsel requirement, now mandating that parties appoint Indonesian co-counsel regardless of governing law, further distances it from SIAC, the ICC, and UNCITRAL norms, none of which impose an equivalent local-counsel mandate.⁴¹ The consensus among legal scholars and practitioners is that comprehensive legislative reform adopting the UNCITRAL Model Law is urgently needed before Indonesia can credibly claim full alignment with international arbitration standards.⁴²

For foreign arbitral awards, the Central Jakarta District Court has exclusive jurisdiction to issue the required *exequatur*, as Indonesia has been a party to the New York Convention since 1981. In practice, however, enforcement has been persistently complicated by a judicial trend of entertaining annulment applications, with courts sometimes going beyond the three narrow statutory grounds forged documents,

⁴⁰ Panusun Harahap, "THE IMPLEMENTATION OF INTERNATIONAL ARBITRATION DECISIONS IN INDONESIA AND SOME FOREIGN COUNTRIES," *Yuridika* 34, no. 1 (January 2019): 116, <https://doi.org/10.20473/ydk.v34i1.11402>.

⁴¹ Huala Adolf, "THE MEANING OF PUBLIC POLICY UNDER INDONESIAN ARBITRATION LAW AND PRACTICE," *Transnational Business Law Journal* 2, no. 1 (February 2021): 15–34, <https://doi.org/10.23920/transbuslj.v2i1.646>.

⁴² Muhammad Nur Rakhmad, Prof. Dr. Prasetijo Rijadi, and Dr. Sholehuddin Sholehuddin, "JURIDICAL ISSUES IN ENFORCING FINAL AND BINDING ARBITRAL AWARDS IN INDONESIA," *Journal of Law Theory and Law Enforcement*, October 11, 2025, 51–65, <https://doi.org/10.56943/jlte.v4i4.862>.

concealed decisive documents, or fraud set out in Article 70 of Law No. 30/1999. Data from BANI itself indicates that annulment applications follow a significant number of its awards, and because Indonesian courts do not apply *stare decisis*, outcomes remain inconsistent across jurisdictions. Recent reforms, notably SC Regulation 3/2023 and Constitutional Court Decision No. 100/2024, have clarified that the annulment grounds are limitative, not open-ended, representing a positive correction. Nevertheless, practitioners consistently advise parties to map the enforcement landscape carefully at the outset, particularly where Indonesian assets are the primary enforcement target.

B. Recognition of Foreign Arbitral Awards

1. Following New York Convention 1958.

The enforcement of foreign arbitral awards in Indonesia under the 1958 New York Convention, as ratified through Presidential Decree No. 34 of 1981, presents substantial and recurring challenges, particularly in relation to the application of the public policy exception enshrined in Article V(2)(b).⁴³ whilst the prevailing doctrinal position advocates a restrictive interpretation of this exception, to preserve the principle of finally inherent to arbitral proceeding judicial practice in Indonesia reveals a considerably more complex and, at times, internally inconsistent pattern of adjudication.

The ratification of this treaty marked a significant step for Indonesia in aligning its legal system with international arbitration standards and promoting its reputation as an arbitration-friendly jurisdiction. Under the New York Convention⁴⁴, foreign arbitral awards are generally recognized and enforced by courts in the signatory countries. In Indonesia, the enforcement of such foreign awards is

⁴³ A. A. Rahman, "Islamic Finance Arbitration: Enforceability under the New York Convention 1958 of Arbitration Awards Made Following a Reference to the Shariah Advisory Council under the Central Bank of Malaysia Act 2009," *Arbitration International* 35, no. 2 (2019): 245–61, <https://doi.org/10.1093/arbint/aiz009>.

⁴⁴ F. G. Mazzotta, "The New York Convention and Public Policy in the United States - Recent Cases Affecting the Public Policy Defense in US Case Law on Commercial Arbitration," in *Routledge Handbook on Transnational Commercial Law* (2025), 305–19, <https://doi.org/10.4324/9781003394822-20>.

handled explicitly by the Central Jakarta District Court (CJDC). This centralized approach ensures consistency and specialization in handling foreign arbitral awards, making it easier for foreign parties to seek recognition and enforcement of arbitral awards originating outside Indonesia. The presence of a dedicated court body helps streamline the process and reduce delays, providing greater legal certainty for foreign businesses and investors operating in Indonesia.

Within the Indonesian legal context, the concept of public policy has been subject to expansive judicial construction. This tendency that has demonstrably created procedural vulnerabilities susceptible to exploitation by aggrieved parties seeking to resist or nullify the enforcement of international arbitral awards. This interpretive pattern is prominently illustrated in the *Karaha Bodas Company v. Pertamina* litigation, wherein the courts' board invoked public policy considerations alongside the privileging of domestic procedural norms, generating substantial uncertainty as to the enforceability of the award and, by extension, undermining investor confidence in the predictability of Indonesia's arbitral enforcement regime. A cognate dynamic is discernible in the *Astro v. Lippo* dispute, in which domestic courts demonstrated a willingness to scrutinize the substantive merits of an arbitral award under the guise of safeguarding national interests and ensuring compliance with domestic procedural requirements, characterized as matters of public policy.

This pattern of interpretive inconsistency rises to a structural paradox at the intersection of Indonesia's international commitments and its domestic judicial culture. On the one hand, Indonesia has formally acceded to the New York Convention and, at the legislative level, has expressed a commitment to fostering a conducive environment for foreign investment and international commercial arbitration. On the other hand, the pronounced judicial latitude in construing the boundaries of public policy has engendered a degree of normative unpredictability that materially detracts from that commitment. Considering this, any assertion that Indonesian courts apply the public policy exception with consistent strictness is empirically difficult to sustain and fails to capture the nuance of prevailing judicial practice adequately. The reconciliation of Indonesia's obligations under the New York Convention with the imperative of domestic legal certainty,

therefore, necessitates a more principled, disciplined, and internationally informed judicial approach to the delimitation of the public policy exception in international arbitral enforcement proceedings.⁴⁵ By adhering to the New York Convention, Indonesia grants foreign arbitral awards a high level of international recognition.⁴⁶

2. ICSID Convention and Law No. 5 of 1968.

Indonesia is also a party to the ICSID (International Centre for Settlement of Investment Disputes) Convention, which provides a mechanism for resolving disputes between foreign investors and countries through arbitration. This ICSID convention, adopted in 1965, aims to protect foreign investment by providing a fair legal forum for resolving disputes between governments and foreign investors. Various Bilateral Investment Agreements (BITs) that Indonesia has with multiple countries regulate the settlement of international investment disputes in Indonesia through ICSID.

However, Indonesia began taking steps to terminate the more than 60 BITs it had entered into with other countries. This decision reflects Indonesia's new policy of prioritizing a dispute-resolution mechanism more oriented towards national interests and flexibility in choosing a dispute-resolution forum (Hamzah, 2018). However, Indonesia's biggest challenge is balancing the protection of foreign investors' rights with the maintenance of national economic interests and policies.

To fulfill the obligations set by the ICSID Convention, Indonesia regulates this international investment arbitration through Law No. 5 of 1968, which provides a legal basis for recognizing and enforcing arbitral awards produced by ICSID.⁴⁷ Under the law, Indonesia is obliged to

⁴⁵ Mohamed Fahmi Ghazwi, Ahmad Masum, and Nurli Yaacob, "Recognition and Enforcement of International Arbitration Awards: A Case Study of Malaysia and Saudi Arabia," *International Journal of Accounting and Financial Reporting* 1, no. 1 (December 2014): 541, <https://doi.org/10.5296/ijaftr.v4i2.6783>.

⁴⁶ John Lumbantobing, "THE 1958 NEW YORK CONVENTION IN INDONESIA: HISTORY AND COMMENTARIES BEYOND MONISM-DUALISM," *Indonesia Law Review* 9, no. 3 (December 2019), <https://doi.org/10.15742/ilrev.v9n3.583>.

⁴⁷ Dinda Rizqiyatul Himmah and Justin Wibisono, "Recognition and Enforcement of Foreign Court Judgments in Civil and Commercial Matters: An Indonesian

acknowledge and execute arbitral awards made under the ICSID framework without conducting a re-examination of the subject matter. It means that the award produced by ICSID arbitration is final and binding and cannot be re-contested by Indonesian courts. The implementation of Law No. 5 of 1968 reflects Indonesia's commitment to supporting an efficient international investment dispute-resolution mechanism and to providing legal guarantees for foreign investors who choose ICSID arbitration as their dispute-resolution channel. Thus, Indonesia created a legal system that supports investor trust and certainty, which in turn contributes to increased foreign investment flows.

Indonesia's ratification of the ICSID Convention imposes a clear legal obligation upon the state to recognize and enforce investment arbitration awards as final and binding, equivalent in effect to final judgments of domestic courts. Notwithstanding this formal commitment, the practical reality of implementation frequently transcends mere administrative compliance. A persistent structural tension exists between Indonesia's treaty obligations under Article 54 of the ICSID Convention and the imperatives of national sovereignty. This tension has, on numerous occasions, elicited a markedly defensive posture on the part of the Indonesian State in responding to adverse arbitral determinations.

This defensive orientation is most clearly reflected in Indonesia's national investment policy trajectory following 2014, during which the government systematically terminated more than sixty Bilateral Investment Treaties (BITs). This policy reorientation cannot be reduced to routine administrative recalibration; rather, it represents a deliberate, and politically informed strategy aimed at curtailing the State's exposure to investor-State arbitration claims, which Indonesian policymakers have characterized as susceptible to strategic exploitation through forum shopping. Whilst the termination of these BITs does not operate retroactively to extinguish Indonesia's existing obligations under concluded ICSID proceedings, its prospective effect is to substantially

constrict the jurisdictional pathways available to foreign investors seeking to initiate future claims against the Indonesian state.

The challenges attendant upon ICSID award implementation in Indonesia are further compounded by the procedural complexities that frequently arise in the post-award phase. In this regard, the *Churchill Mining PLC and Planet Mining Pty Ltd v. the Republic of Indonesia* arbitration constitutes a particularly instructive empirical illustration. Indonesia's pursuit of annulment proceedings against the arbitral awards is neither automatic nor uncontested. However, it is instead mediated by a deliberate legal defense strategy capable of introducing protracted delays and sustained juridical uncertainty into the enforcement process. Taken together, these observations counsel against a static reading of Law No.5/1968 as a straightforward enforcement instrument. Rather, the statute is more accurately understood as operating within and giving formal legal expression to an ongoing and dynamic legal political negotiation between the demands of international treaty compliance and the State's overriding interest in preserving its regulatory sovereignty and safeguarding its national economic prerogatives.

3. UNCITRAL Model Law and Indonesian Arbitration Law Reform

In the development of international arbitration law, the UNCITRAL Model Law on International Commercial Arbitration (Model Law) plays a vital role in establishing uniformity and consistency in the implementation of international commercial arbitration across countries. The United Nations Commission on International Trade Law (UNCITRAL) prepared this Model Law to provide guidelines for governments to adopt in formulating their national laws on international arbitration. With the basic principles of flexibility, fairness, and transparency, the Model Law aims to facilitate the efficient resolution of disputes at both national and international levels, while also providing legal certainty for the parties involved in the arbitration process.⁴⁸

As a country with an increasingly open and developing market, Indonesia recognizes the importance of reforms in the arbitration legal

⁴⁸ Labib Wajdi, Adolf, and Amalia, "International Interim Awards Enforcement under the Indonesian Arbitration Law and UNCITRAL Model Law."

system to support economic progress and attract more foreign investment.⁴⁹ Therefore, Indonesia adopts most of the principles contained in the UNCITRAL Model Law in Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution (Arbitration Law). The adoption of the principles of this Model Law reflects Indonesia's efforts to align its national legal framework with applicable international standards and ensure that its existing arbitration mechanisms are acceptable to the global community.⁵⁰ It aims to provide legal certainty for parties who choose arbitration as a dispute resolution mechanism, allowing the resulting decision to be implemented immediately without a lengthy legal process⁵¹.

The existence of these provisions is essential to maintain efficiency and speed in the resolution of commercial disputes. The Indonesian Arbitration Law governs the ratification and enforcement of arbitral awards, allowing awards issued abroad to be recognized and enforced in Indonesia, in accordance with the principles set out in the 1958 New York Convention. It is also a significant step for Indonesia in modernizing and opening itself up to international arbitration recognition, which is increasingly important in the current era of trade and investment globalization. However, many of the Arbitration Laws have adopted the UNCITRAL Model Law.⁵² In the Arbitration Law, its implementation in Indonesia still faces several challenges. One of the main challenges is the differing interpretations of the arbitration provisions, which can lead to uncertainty in implementing arbitration practices in Indonesia. For example, despite assurances that the arbitral

⁴⁹ Garuda Wiko and Fatma Muthia Kinanti, "ISDS Reform UNCITRAL: Implications For Indonesian Investment Policy," *Lampung Journal of International Law* 6, no. 2 (February 2025): 109–20, <https://doi.org/10.25041/lajil.v6i2.3422>.

⁵⁰ William S. Dodge, "International Comity in American Law," *Columbia Law Review* 115, no. 8 (2015), <https://doi.org/10.2139/ssrn.2558175>.

⁵¹ K. Chng, "A Theoretical Perspective of the Public Policy Doctrine in the Conflict of Laws," *Journal of Private International Law* 14, no. 1 (2018): 130–59, <https://doi.org/10.1080/17441048.2018.1437328>.

⁵² Mohamed Fahmi Ghazwi, Ahmad Masum, and Nurli Yaacob, "Recognition and Enforcement of International Arbitration Awards: A Case Study of Malaysia and Saudi Arabia," *International Journal of Accounting and Financial Reporting* 1, no. 1 (December 2014): 541, <https://doi.org/10.5296/ijafrr.v4i2.6783>.

award is final, the exequatur process for executing an international arbitration award in Indonesia still raises issues of time and cost⁵³.

In addition, although Indonesia has adopted the principles of the UNCITRAL Model Law, the presence of additional regulations that do not fully align with international standards can pose an obstacle to the practice of international arbitration⁵⁴. Therefore, further reforms in Indonesia's arbitration legal and procedural system are urgently needed to ensure the implementation of these principles runs more effectively. However, this legal reform effort also offers Indonesia an excellent opportunity to strengthen its position as an international arbitration center in Southeast Asia. Improved legal clarity and adaptation to international standards can make Indonesia the first choice for parties involved in international commercial disputes, both domestically and abroad. The cases are outlined in the following table.

Table 1. List of Arbitration Cases in Indonesia in 2022-2025

No	Item No	Amar Verdict
1	63/Pdt.Sus-Arb/2025/PN Jkt.Pst	ADJUDICATING: In the Preliminary Objection: Rejecting in their entirety the objections (eksepsi) of Respondent I and Respondent II;
2	605/Pdt.Sus-Arb/2024/PN Jkt.Pst	ADJUDICATING: In the Preliminary Objection: Granting in their entirety the objections (eksepsi) of Respondent I and Respondent II; Granting in their entirety the objections (eksepsi) of Respondent II;
3	599/Pdt.P/2024/PN Jkt.Pst	ADJUDICATING: In the Preliminary Objection: Granting the Respondent's objection (eksepsi); Declaring that the Central Jakarta District Court has no jurisdiction to examine and adjudicate the application for annulment of the SIAC Arbitration Award No. 292 of 2020 dated 22 February 2023;

⁵³ Wiko and Kinanti, "ISDS Reform UNCITRAL: Implications For Indonesian Investment Policy."

⁵⁴ Sitorus, "JUDICIAL CONTROL OF FOREIGN ARBITRAL AWARDS IN INDONESIA."

No	Item No	Amar Verdict
4	532/Pdt.Sus-Arb/2024/PN Jkt.Pst	DECIDING: IN THE PRELIMINARY OBJECTION: Declaring the Respondent's objection (eksepsi) inadmissible;
5	531/Pdt.Sus-Arb/2024/PN Jkt.Pst	DECIDING: IN THE PRELIMINARY OBJECTION: Granting the objections (eksepsi) of Respondent I and Respondent II;
6	481/Pdt.Sus-Arb/2024/PN Jkt.Pst	DECIDING: Granting the Applicant's petition; Declaring that the BAORI KONI Central Arbitration Award Number 03/P.BAORI/VII/2024 dated 3 September 2024 is an award that contradicts Law of the Republic of Indonesia Number 30 Year 1999 regarding Arbitration and Dispute Resolution; Annuling the BAORI KONI Central Arbitration Award Number 03/P.BAORI/VII/2024 dated 3 September 2024; Declaring that athlete Azzahra SCRtahani is an athlete of Riau Province KONI; Declaring that the transfer of athlete Azzahra SCRtahani from KONI Riau to KONI Central Sulawesi is invalid, because the BAORI Award number 03/P.BAORI/VII/2024 KONI Central has not been registered at the Central Jakarta District Court in accordance with Article 59 of Law of the Republic of Indonesia Number 30 Year 1999 regarding Arbitration and Dispute Resolution, considering that athlete Azzahra SCRtahani has already represented Central Sulawesi Province at PON XXI Aceh-Sumut 2024; Declaring that the gold medal won by athlete Azzahra SCRtahani is to be recognized as a gold medal for KONI Riau; Ordering the Respondent to pay the court costs amounting to Rp578,000 (five hundred seventy-eight thousand rupiahs).
7	178/Pdt.Sus-Arb/2024/PN Jkt.Pst	DECIDING: In the Preliminary Objection: Rejecting in its entirety the objection (eksepsi) of Respondent II;

No	Item No	Amar Verdict
8	44/Pdt.Sus-Arb/2024/PN Jkt.Pst	Partially Granted DECIDING: IN THE PRELIMINARY OBJECTION Rejecting all objections (eksepsi) of Respondent I and Respondent II; Rejecting the remainder of the Applicant's application.
9		Partially Granted Ruling DECIDING: IN THE PRELIMINARY OBJECTION Rejecting all objections (eksepsi) of Respondent I and Respondent II; Rejecting the remainder of the Applicant's application.
10	223/Pdt.Sus-Arb/2023/PN Jkt.Pst	Court Lacks Jurisdiction Ruling DECIDING: IN THE PROVISIONAL CLAIM Rejecting the claims in the provisional measures; IN THE PRELIMINARY OBJECTION Granting the Defendant's objection regarding absolute jurisdiction; Declaring that the Central Jakarta District Court does not have absolute jurisdiction to adjudicate this case; Ordering the Plaintiff to pay the court costs, which up to now are estimated at Rp5,810,000 (five million eight hundred ten thousand rupiahs); PETITUM: THE PROVISIONAL CLAIM Ordering and/or determining that Decree No. 22/2023 Ex Jo. Final Award of the International Arbitration Board – Singapore International Arbitration Centre (SIAC) Final Award No. 234 of 2020, cannot be executed for the time being, or at least until the present lawsuit has obtained a final and binding judgment (inkracht).

No	Item No	Amar Verdict
11	200/Pdt.Sus-Arb/2023/PN Jkt.Pst	Partially Granted Ruling DECIDING: Declaring that Respondent I and Respondent II, who have been duly and properly summoned, did not appear; Partially granting the Applicant's application; Declaring that the Central Jakarta District Court does not have jurisdiction to examine and adjudicate the application for annulment of the China International Economic and Trade Arbitration Commission (CIETAC) Award No. 0831 of 2019 dated 10 June 2019; Annuling the Decree of the Chief Judge of the Central Jakarta District Court No. 50/Eks.Arb/2022/PN.Jkt.Pst dated 4 January 2023 regarding the exequatur of the CIETAC Arbitration Award No. 0831 of 2019 dated 10 June 2019 jo. Registration/Deposit Certificate of International Arbitration Award No. 07/ARB-INT/2022/PN.Jkt.Pst; Ordering the Registrar of the Central Jakarta District Court to remove the CIETAC Award No. 0831 of 2019 dated 10 June 2019 which has been deposited at the Registry of the Central Jakarta District Court under Registration Certificate No. 07/ARB-INT/2022/PN.Jkt.Pst from the register of acknowledgment and enforcement of international arbitration awards; Rejecting the remainder of the Applicant's application; Ordering Respondent I and Respondent II to pay the court costs jointly determined as of today at Rp7,170,000 (seven million one hundred seventy thousand rupiahs).
12	201/Pdt.Sus-Arb/2023/PN Jkt.Pst	Partially Granted Ruling DECIDING: Declaring that Respondent I and Respondent II, who have been duly and properly summoned, did not appear; Partially granting the Applicant's application; Declaring that the Central Jakarta District Court does not have jurisdiction to examine and adjudicate the

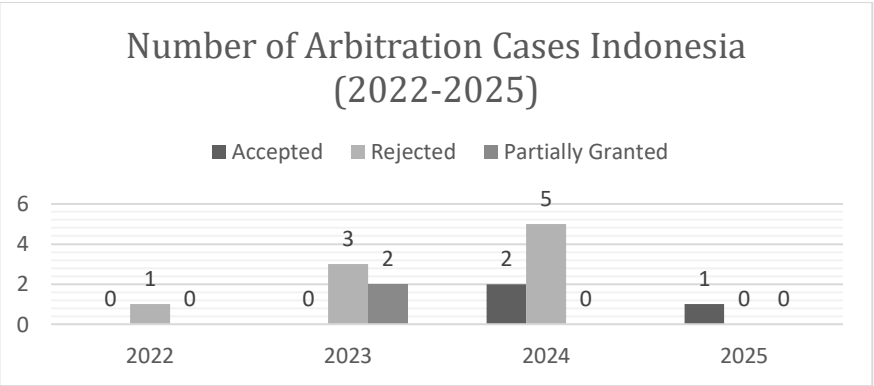
No	Item No	Amar Verdict
		application for annulment of the China International Economic and Trade Arbitration Commission (CIETAC) Award No. 1407 of 2019 dated 13 September 2019; Annuling the Decree of the Chief Judge of the Central Jakarta District Court No. 72/Pdt.Eks-Arb/2022/PN.Jkt.Pst dated 29 November 2022 regarding the exequatur of the CIETAC International Arbitration Award No. 1407 of 2019 dated 13 September 2019 jo. Registration Certificate No. 08/Arb-Int/2022/PN.Jkt.Pst; Ordering the Registrar of the Central Jakarta District Court to remove the CIETAC Award No. 1407 of 2019 dated 13 September 2019, which has been deposited at the Registry of the Central Jakarta District Court under Registration Certificate No. 08/Arb-Int/2022/PN.Jkt.Pst, from the register of acknowledgment and enforcement of international arbitration awards; Rejecting the remainder of the Applicant's application; Ordering Respondent I and Respondent II to pay the court costs jointly, determined as of today at Rp6,670,000 (six million six hundred seventy thousand rupiahs).
13	202/Pdt.Sus-Arb/2023/PN Jkt.Pst	Rejected Ruling DECIDING: IN THE PRELIMINARY OBJECTION: Rejecting in their entirety the objections (eksepsi) of Respondent I and Respondent II;
14	697/Pdt.G/2022/PN Jkt.Pst	Rejected Amount of Damages (Rp.): Ruling DECIDING: In the Preliminary Objection: Rejecting in its entirety the objection (eksepsi) of Respondent I;

Source: Sistem Informasi Penelusuran Perkara Pengadilan Negeri Jakarta Pusat⁵⁵

⁵⁵ Pengadilan Negeri Jakarta Pusat, *Sistem Informasi Penelusuran Perkara Pengadilan Negeri Jakarta Pusat* (Jakarta, 2025).

The table below presents a series of decisions of the Central Jakarta District Court concerning arbitration-related and associated civil matters, demonstrating a range of outcomes on preliminary objections, jurisdictional competence, and the annulment or enforcement of both domestic and international arbitral awards, including those rendered by institutions. Collectively, these cases reflect the court’s interpretative approach to Indonesian Arbitration Law and its role as the primary judicial forum for reviewing applications for annulment, exequatur, and other remedies connected to arbitral proceedings.

Graph 1. The Number of Arbitration Cases in Indonesia in 2022-2025



Source: Author’s Analysis Results

Viewed as a whole, the decisions summarized in the table indicate a consistent tendency of the Central Jakarta District Court to treat preliminary objections and issues of absolute jurisdiction as decisive threshold questions before engaging with the merits of the dispute, particularly in matters involving foreign or international arbitral awards. At the same time, the pattern of rulings shows that while the court is prepared to annul exequatur decrees or domestic arbitral awards that are considered incompatible with statutory provisions or public policy, it exercises caution not to overreach in relation to international arbitration, thereby seeking to balance national legal requirements with Indonesia’s obligations under international instruments governing the recognition and enforcement of foreign arbitral awards.

Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution has become increasingly inadequate in addressing the exigencies of contemporary commercial arbitration, particularly when assessed against the benchmark established by the UNCITRAL Model Law on International Commercial Arbitration, as amended in 2006. The most consequential normative lacuna lies in the statute's failure to provide explicit, self-executing provisions governing legally binding interim measures, as well as its insufficient articulation of the competence principle. Under the current Indonesian legal regime, interim orders issued by arbitral tribunals are frequently rendered ineffective by their dependence on judicial confirmation or district court intervention prior to enforcement, a procedural requirement that structurally undermines the foundational principle of arbitral efficiency. Compounding this deficiency, the prevailing interventionist disposition of Indonesian district courts, which retain residual discretion to review arbitral jurisdiction during the pendency of proceedings, creates conditions conducive to dilatory litigation tactics and strategic forum shopping by parties seeking to obstruct or delay arbitral resolution in bad faith.

These normative and institutional deficiencies bear directly and materially upon the cost-efficiency and temporal predictability of the *exequatur* process in Indonesia, a disparity that becomes especially pronounced in comparative perspective against the arbitration ecosystems of Singapore and Malaysia. In both jurisdictions, the supervisory role of the courts has been deliberately circumscribed to a supportive, non-interventionist function, with judicial review confined to a strictly defined and narrow set of grounds. In Malaysia, particularly the Arbitration Act 2005, which achieves a comprehensive legislative reception of the Model Law, establishes a streamlined framework for award recognition proceedings, characterised by procedural economy and a markedly constrained threshold for judicial interference. By contrast, Indonesia's *exequatur* process remains substantially entangled within the procedural architecture of standard civil litigation, generating pronounced normative uncertainty. Law enforcement timelines that routinely extend between six and twelve months give rise to significantly elevated legal costs, constituting a material disincentive for international commercial parties who, when selecting a dispute resolution forum, may

reasonably favour neighbouring jurisdictions offering greater procedural predictability and cost certainty.

In the context of prospective legislative reform, the Malaysian model merits serious consideration as a transitional normative framework for Indonesia, offering a measured, contextually appropriate pathway toward procedural modernisation. As a jurisdiction sharing a cognate legal heritage characterised by the confluence of Civil Law foundations and Common Law influences Malaysia's legislative architecture offers a genuinely workable point of reference. Crucially, Malaysia's approach to the Model Law does not consist of selective interpretive adoption; rather, it constitutes a systematic and comprehensive legislative transplantation, achieving substantive legal certainty whilst preserving the State's regulatory sovereignty over the arbitral process. For Indonesia, the adoption of a comparable legislative framework would yield several critically important outcomes: it would establish the normative clarity necessary to confine judicial intervention within constitutionally and internationally permissible limits; it would generate the procedural certainty indispensable to enhancing the enforceability and predictability of arbitral outcomes; and, in doing so, it would materially strengthen Indonesia's institutional positioning as a competitive and credible international commercial dispute resolution forum within the regional arbitration landscape.⁵⁶

C. Recognition & Enforcement of Arbitral Awards

1. Recognition and enforcement of arbitral award in Indonesia.

Under Indonesian law, both domestic and foreign arbitral awards must be enforced through national courts⁵⁷. The primary legal basis is Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, supplemented by implementing regulations such as SCR No. 1 of 1990

⁵⁶ Rahayu Hartini et al., "Executorial Principles in International Arbitration Awards in the Indonesian Legal System," *AMCA Journal of Community Development* 3, no. 2 (July 2023): 65–70, <https://doi.org/10.51773/ajcd.v3i2.232>.

⁵⁷ Panusunan Harahap, "EKSEKUTABILITAS PUTUSAN ARBITRASE OLEH LEMBAGA PERADILAN / THE EXECUTABILITY OF ARBITRATION AWARD BY JUDICIAL INSTITUTIONS," *Jurnal Hukum dan Peradilan* 7, no. 1 (March 2018): 127, <https://doi.org/10.25216/jhp.7.1.2018.127-150>.

(for foreign awards) and, more recently, Supreme Court Regulation No. 3 of 2023 on procedures for appointment of arbitrators, enforcement, and annulment.⁵⁸

The enforcement procedure generally follows these steps:

1. Registration/filing of the award with the Central Jakarta District Court (as an exequatur request). Under SC Reg. 3/2023, the court registrar must act within 14 days.
2. In judicial review, the court examines compliance with formal and substantive requirements. It may refuse to enforce an award if the award violates public policy, lacks jurisdiction, or fails to meet other statutory conditions⁵⁹.
3. Issuance of exequatur, if accepted, gives the award the force of a court decision.
4. Execution, once exequatur is granted, the party may request a writ of execution and apply Indonesian procedural law to seize assets, freeze accounts, or use other coercive measures.
5. Institutional actors involved include⁶⁰:
 - a. Central Jakarta District Court handles enforcement (exequatur) requests.
 - b. BANI (Indonesian National Board of Arbitration) though not a judicial body, is a major institution that administers arbitrations (particularly in construction). BANI statistics show that between 2019 and 2021, most of the cases it handled were construction disputes.
 - c. The Supreme Court of Indonesia handles cassation appeals against decisions refusing recognition/enforcement.
 - d. Diplomatic or Ministry-level actors, in practice, for foreign awards issued abroad, the enforcement applicant may be

⁵⁸ D. Budhijanto, P. Amalia, and N. A. Shiddiq, "Blockchain Arbitration: Roadmap to Recognition and Enforcement of Arbitral Award," *Cogent Social Sciences* 11, no. 1 (2025), <https://doi.org/10.1080/23311886.2025.2536726>.

⁵⁹ Sitorus, "JUDICIAL CONTROL OF FOREIGN ARBITRAL AWARDS IN INDONESIA."

⁶⁰ Artan Spahiu, "Types of International Arbitral Awards and Their Effects, Focusing on Two Case Studies: Arbitral Award on Case 'La Petrolifera Italo-Rumena' vs Republic of Albania (2007) and Arbitral Award on Case 'DIA Ltd. vs OSHEE Sh.a' (2015)," *Juridical Tribune* 9, no. 1 (2019).

required to obtain statements from Indonesia's diplomatic missions to certify reciprocity, which adds procedural complexity

The recognition and enforcement of arbitral awards in Indonesia is, as a matter of formal legal design, governed by a structured procedural framework; yet in practice, this framework frequently manifests as a labyrinthine administrative process that imposes substantial burdens upon applicant parties. The concentration of exequatur jurisdiction within the Central Jakarta District Court as the sole competent forum has, in effect, produced a jurisdictional monopoly characterized by pronounced institutional bottlenecks and protracted processing delays. The institutional capacity constraints of the court in handling the substantive complexities inherent to international arbitration frequently result in proceedings that, notwithstanding their ostensibly administrative character, assume the character of contentious civil litigation, an outcome fundamentally at odds with the principle of procedural efficiency that constitutes one of the primary rationales for arbitration as a dispute resolution mechanism.⁶¹

These procedural impediments are further compounded by the persistence of formalistic documentary requirements, most notably the mandatory attestation from a diplomatic mission to establish reciprocity of enforcement, a requirement that reflects a legal philosophy oriented toward asserting administrative sovereignty rather than facilitating international commercial dispute resolution. Such requirements stand in marked contrast to the contemporary enforcement regimes operative in Singapore and Malaysia, both of which have adopted unambiguously pro-enforcement standards calibrated to minimize the documentary and procedural burdens associated with award recognition. Whereas Indonesia continues to impose time-intensive diplomatic verification procedures as a precondition to enforcement, the jurisdictions have transitioned toward a model predicated upon substantive judicial verification, thereby engendering a significantly more conducive

⁶¹ Sultan Fauzan Hanif and Rully Faradhila Ariani, "Fair Legal Certainty In The Implementation Of International Arbitration Awards (A Socio Legal Study)," *Pattimura Law Journal* 6, no. 2 (March 2022): 16, <https://doi.org/10.47268/palau.v6i2.947>.

regulatory environment for foreign investors and international commercial parties.⁶²

A further dimension of systemic dysfunction is discernible in the structural imbalance of institutional functions within Indonesia's arbitral enforcement ecosystem. BANI, the administering arbitral proceedings and issuing awards, is wholly divested of any executive enforcement authority, rendering it entirely dependent upon the Central Jakarta District Court for the effectuation of its determinations.⁶³ This institutional dependency is rendered particularly acute by the District Court's demonstrated tendency to conduct substantive review of arbitral awards rather than confining its supervisory function to the examination of formal and procedural regularity a practice that stands in direct tension with the doctrine of arbitral finality and the principle of minimal judicial intervention as recognized under international arbitration standards. The resultant misalignment among BANI, in its capacity as the award-issuing institution; the District Court, functioning as the primary enforcement authority; and the Supreme Court, exercising ultimate appellate supervision, generates a tripartite institutional dissonance that not only impairs the effective and timely enforcement of awards but also materially undermines Indonesia's institutional credibility and competitive positioning within the regional and international commercial arbitration landscape.

⁶² Abdul Jamil, Farid Sufian Bin Shuaib, and Dodik Setiawan Nur Heriyanto, "RECOGNITION AND ENFORCEMENT OF INDONESIAN SHARIA ARBITRATION AWARDS IN FOREIGN COUNTRIES: CHALLENGES AND OPPORTUNITIES," *IIUM Law Journal* 31, no. 1 (May 2023): 309–32, <https://doi.org/10.31436/iiumlj.v31i1.827>.

⁶³ Mutiara Hikmah, "THE ROLES OF THE SUPREME COURT OF THE REPUBLIC OF INDONESIA IN ENFORCEMENT OF INTERNATIONAL ARBITRAL AWARDS IN INDONESIA," *Indonesia Law Review* 3, no. 3 (December 2013), <https://doi.org/10.15742/ilrev.v3n3.40>.

2. Singapore's Jurisdiction in Ensuring the Effectiveness of Law Enforcement Against Foreign Arbitration.

a. Jurisdictional Powers and Procedures Supporting the Enforcement of Foreign Arbitration

Singapore has a legal system that strongly supports the enforcement of foreign arbitral awards through two main mechanisms: recognition enforcement. Under Singapore's International Arbitration Act (IAA) and international treaties such as the New York Convention, Singapore guarantees that legitimate arbitral awards will be respected and enforced without undue interference from domestic courts. Singapore offers an efficient and relatively fast procedure when it comes to the recognition and enforcement of arbitration awards, which is the reason why the country is chosen as the venue for arbitration by many international parties.⁶⁴

The general provisions in the IAA and AA regarding the grounds for refusal to recognise and enforce foreign arbitral awards are similar to those in the Model Law and the New York Convention, in particular Article V of the Convention. References to the public policy reasons for denying recognition and enforcement of foreign arbitral awards in Singapore have been a topic of considerable debate in academic circles. As already mentioned, this arises from ambiguity in the New York Convention itself, Article V(2)(b) of which does not provide a clear definition of public policy and does not mention whether domestic or international public policy principles should be referred to in applications for recognition and implementation under the New York Convention.⁶⁵

Through the enactment of the International Arbitration Act (IAA) and the Arbitration Act (AA), Singapore has

⁶⁴ A. Nurtan and M. Abilova, "ENFORCEMENT OF FOREIGN ARBITRAL AWARDS IN KAZAKHSTAN: A COMPARATIVE LEGAL ANALYSIS OF EUROPEAN AND ASIAN MECHANISMS," *Access to Justice in Eastern Europe* 8, no. 3 (2025), <https://doi.org/10.33327/AJEE-18-8.3-a000117>.

⁶⁵ Rahayu Hartini et al., "Executorial Principles in International Arbitration Awards in the Indonesian Legal System," *AMCA Journal of Community Development* 3, no. 2 (2023), <https://doi.org/10.51773/ajcd.v3i2.232>.

ensured compliance with the 1958 New York Convention and created a legal environment conducive to arbitration. Despite some differences of opinion on public policy, Singapore now adopts a narrow definition of this concept, using it only to deny recognition or enforcement of the law in cases where enforcement of such laws would violate fundamental notions of morality and justice or shock the conscience. This approach helps protect the independence of the arbitration process while limiting judicial interference with the arbitral award.

The application process for enforcing a foreign arbitration award in Singapore begins with an application to the High Court. This procedure can be carried out *ex parte* (without the presence of another party) to obtain *leave to enforce* the arbitration award.⁶⁶ Singapore courts generally do not intervene on the substance of an arbitral award, except in a few exceptions, such as the absence of an arbitration agreement or a conflict with Singapore's public policy. Singapore courts play an important role in ensuring that foreign arbitration proceedings are recognised and enforced. For example, the court does not reopen the subject matter decided by the arbitrator, thereby providing legal certainty and process efficiency. If the debtor is not in Singapore, the court may use an out-of-jurisdiction service procedure to ensure that the enforcement application is still processed.

The court's policy, including the application of public policy as a basis for refusal, shows that the Singapore courts adopt a very strict approach to lawsuits, particularly those involving public policy. Judicial practice in Singapore shows that few cases lead to such rejections. This approach contributes to Singapore courts' reputation for recognizing and enforcing international arbitral awards, as the courts adhere to the Convention's main principles. One notable example is the case of *CKG v CKH* [2021] 5 SLR 84, where the Singapore

⁶⁶ A. Chong, "Moving towards Harmonisation in the Recognition and Enforcement of Foreign Judgment Rules in Asia," *Journal of Private International Law* 16, no. 1 (2020): 31–68, <https://doi.org/10.1080/17441048.2020.1744256>.

International Commercial Court ruled that a refusal to recognize a foreign arbitral award can only be made if there is a clear legal basis, and that the court must not interfere in the arbitration proceedings unreasonably and must respect the autonomy of the parties, even if the award may be to the advantage or detriment of either party, or even if there is an error in the application of the law by the court.

The normative divergence between Singapore and Indonesia becomes particularly pronounced upon examination of their respective regulatory frameworks governing interim measures and third-party evidentiary procedures. Within the Singaporean legal regime, both the IAA and the SIAC rules confer upon arbitral tribunals explicit and legally binding authority to issue interim measures, the effectiveness of which is secured by a well-established doctrine of judicial recognition and support. This institutional architecture affords substantial legal certainty to parties requiring provisional protection prior to the issuance of a final award, thereby preserving the practical utility of the arbitral process as its most procedurally vulnerable juncture. By contrast, the Indonesian legal framework exhibits a significant normative lacuna in this domain. Law No. 39/1999 on Arbitration and Alternative Dispute Resolution fails to provide an adequate and comprehensive regulatory basis for the cross-border recognition and enforcement of interim measures issued by arbitral tribunals. It often forces parties to pursue time-consuming and costly domestic litigation.⁶⁷

Singapore has enacted a comprehensive regulatory framework governing third-party funding arrangements and evidentiary procedures in arbitration, striking a deliberate balance between transparency and the protection of commercially sensitive information. The absence of equivalent provisions in the Indonesian legal framework creates practical

⁶⁷ Fifi- Junita, “‘PRO ENFORCEMENT BIAS’ UNDER ARTICLE V OF THE NEW YORK CONVENTION IN INTERNATIONAL COMMERCIAL ARBITRATION: COMPARATIVE OVERVIEW,” *Indonesia Law Review* 5, no. 2 (August 2015), <https://doi.org/10.15742/ilrev.v5n2.150>.

difficulties in enforcing arbitral awards. Uncertainties surrounding the legality of third-party funding and the admissibility of third-party evidence are frequently exploited by unsuccessful parties as grounds for resisting or delaying enforcement before domestic courts. Singapore's comparative advantage, therefore, does not rest solely on the speed and efficiency of its enforcement procedures, but also on the comprehensiveness of a legal framework designed to anticipate and address the full range of complexities that characterize contemporary international commercial disputes. The integration of analogous provisions into the Indonesian legal framework accordingly represents a necessary and pressing reform priority, essential to bringing Indonesia's arbitration regime into conformity with prevailing international standards and practice.

b. Grounds to Refuse Enforcement

One of the main challenges in enforcing foreign arbitration awards in Singapore is the existence of grounds for refusal under IAA Article 31, which adopts the same standards as the New York Convention. Among them is whether the arbitration award is deemed to be contrary to the country's public policy. It provides room for the court to reassess the arbitral award if it is deemed to be detrimental to the public interest.⁶⁸

However, Singaporean case law shows that courts rarely refuse to enforce arbitral awards on public policy grounds. For example, *CHY & Another v CIA* (2022), the court refused to invalidate an arbitral award despite public policy arguments, as the standard for refusal in Singapore was very high. A concrete example of how Singapore's jurisdiction (seat arbitration) handles challenges to arbitral awards, particularly related to the partial cancellation of awards due to violations of the principles of natural justice, is reflected in the Case of *DJO v DJP* and

⁶⁸ Agung Pratama Osmond, Muhammad Ali Sabisi, and Rina Shahriyani Shahrullah, *Ratifying the HCCH 2005 and 2019 Conventions: Legal Reform and the Pursuit of Certainty in Indonesia's International Private Law*, n.d.

others (2024).⁶⁹ In 2015, DJO was negotiating various contracts for the operation of network of railway lines in India. DJP, DJQ, and DJR tendered for one of the contracts. A dispute arose and was referred to ICC arbitration, with the seat in Singapore. DJO sought to set aside the final award dated 24 November 2023 pursuant to Section 24(b) of the International Arbitration Act 1994 and/or the UNCITRAL Model Law, which is given force of law in Singapore.

The High Court Judge found that the arbitral tribunal had impermissibly used two previous awards issued in other arbitrations involving the same respondent but different claimants to all of which the same presiding arbitrator but neither of the co arbitrators was party as templates from which a substantial portion of the award was prepared, with changes such that the award would appear to deal with the issues ventilated in the arbitration⁷⁰. Out of the 451 paragraphs in the award, it was undisputed that at least 212 paragraphs were copied and pasted from the parallel awards.⁷¹

The Court concluded that the tribunal had in fact approached the arbitration with a “closed mind,” that natural justice was therefore breached, and that the award should be set aside. However, the Court also concluded that the tribunal’s conduct did not amount to a breach of public policy and therefore was not an additional ground for setting aside. The case was subsequently appealed, and the Singapore Court of Appeal upheld the set-aside decision in [2025] SGCA(I) 2.⁷² This case illustrates that while Singapore courts are firmly pro-

⁶⁹ Labib Wajdi, Adolf, and Amalia, “International Interim Awards Enforcement under the Indonesian Arbitration Law and UNCITRAL Model Law.”

⁷⁰ E. A. L. Teo and A. A. Aibinu, “Legal Framework for Alternative Dispute Resolution: Examination of the Singapore National Legal System for Arbitration,” *Journal of Professional Issues in Engineering Education and Practice* 133, no. 2 (2007): 148–57, [https://doi.org/10.1061/\(ASCE\)1052-3928\(2007\)133:2\(148\)](https://doi.org/10.1061/(ASCE)1052-3928(2007)133:2(148)).

⁷¹ Israhadi, “A Study of Commercial Arbitration and the Autonomy of the Indonesian Arbitration Law.”

⁷² J. Ho, “Decoding Singapore’s International Arbitration Act, Section 12(7),” *Arbitration International* 24, no. 4 (2008): 609–14, <https://doi.org/10.1093/arbitration/24.1.609>.

arbitration, a tribunal's failure to apply its mind independently and impartially here, through wholesale recycling of prior awards, will justify setting aside, even under the stringent natural justice threshold.

3. Malaysia's Jurisdiction in Ensuring the Effectiveness of Law Enforcement Against Foreign Arbitration

a. Jurisdictional Powers Supporting Foreign Arbitration Recognition

Malaysia adopted the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention, NYC) on 5 November 1985, with two reservations: only respecting awards from the "territory of another contracting State", and only for commercial disputes under national law. Its main domestic arrangement is the Arbitration Act 2005 ("the 2005 Act"), which came into force on 15 March 2006. For example: Article 38 of the 2005 Act allows for the recognition and enforcement of foreign awards by the Malaysian High Court.⁷³ Under s. 38(1) of the 2005 Act: "An award made in respect of an arbitration where the seat is in Malaysia or an award from a foreign State shall be recognised as binding and, on application in writing to the High Court, be enforced subject to s. 39."

Based on the pro-enforcing approach, the literature shows that Malaysian courts tend to Favor the recognition and enforcement of foreign awards and do not reopen the merits of arbitral awards. Example: in the case of *Hindustan Oil Exploration Co Ltd v. Hardy Exploration & Production (India) Inc* (2022), the High Court held the arbitration tribunal was competent to interpret the document, and the court did not review it.⁷⁴ In addition, the existence of a clear and

⁷³ S. Masadikov, "RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS IN UZBEKISTAN," *Access to Justice in Eastern Europe* 8, no. 1 (2025): 368–84, <https://doi.org/10.33327/AJEE-18-8.1-r000120>.

⁷⁴ J. Sun and Q. Wu, "The Hague Judgments Convention and How We Negotiated It," *Chinese Journal of International Law* 19, no. 3 (2020): 481–508, <https://doi.org/10.1093/chinesejil/jmaa019>.

structured procedural system, such as the use of s. 38/39, Order 69 Rules of Court 2012, a specific document, which has provided procedural certainty.

The application requirements include filing with the High Court (High Court of Malaya or High Court of Sabah & Sarawak) by originating summons. The file includes the original award or a certified copy thereof, and the arbitration agreement or a copy thereof. The procedure usually starts ex parte to obtain an enforcement permit (leave), and the opposing party may then challenge it on the merits. Malaysia demonstrates that the effectiveness of the enforcement of foreign arbitration awards can be strengthened through a clear legal framework (NYC+ Act 2005), structured procedures, and a supportive court approach. However, full effectiveness is still highly dependent on external factors, such as the asset's location, the debtor's compliance, and international cooperation in execution⁷⁵.

Malaysia's commitment to the recognition and enforcement of foreign arbitration is reflected in the Malaysian Court of Appeal's recognition of the ICSID award in the case of *Republic of Zimbabwe v Elisabeth Regina Maria Gabriele Von Pezold & Ors* (2025) which shows that Malaysia recognizes the ICSID award as a judgment of a Malaysian court. This case shows that Malaysia treats foreign ICSID awards as 'equivalent' to domestic court awards, thereby increasing legal certainty for parties holding international arbitration awards. Malaysia points out that although the procedural infrastructure is still not as "polished" as some major arbitration jurisdictions, its judicial approach is quite pro-enforcement for international investment awards.⁷⁶

⁷⁵ Ihab Amro, "Review of a Foreign Arbitral Award by National Courts: A Comparative Study in Common Law and Civil Law Countries," in *Hague Yearbook of International Law/Annuaire de La Haye de Droit International*, vol. 24, 2012, https://doi.org/10.1163/9789004244696_017.

⁷⁶ D. Brinkman, "Recognition and Enforcement of Annulment Judgments under the New York Convention," *Journal of International Arbitration* 40, no. 6 (2023): 703–34, <https://doi.org/10.54648/joia2023029>.

The court affirmed that the recognition and enforcement of international arbitral awards constitute the primary rule, whilst grounds for refusal are to be treated as narrow exceptions, the invocation of which demands a high standard of proof from the party resisting enforcement. This balanced approach operates as a dual safeguard: it preserves the effectiveness and reliability of the enforcement process for investors and commercial parties, whilst simultaneously retaining a residual judicial capacity to uphold fundamental principles of domestic legal order, such as the public policy doctrine, without permitting the courts to function as a vehicle for the substantive review of arbitral awards. The result is an enforcement regime that is both commercially dependable and legally principled, offering a model that merits careful consideration in the context of ongoing arbitration law reform in Indonesia.

A notable strength of Malaysia's arbitration framework is its successful integration of Islamic finance disputes within the national arbitration regime. Unlike jurisdictions that treat Sharia-based arbitration as a separate or incompatible domain, Malaysia has incorporated it into its commercial dispute resolution system as a fully recognized component. Malaysian courts have consistently enforced arbitral awards grounded in Sharia principles without departing from international commercial standards, demonstrating that religious and secular legal norms can coexist harmoniously and complement one another within a single enforcement framework.

This integrative approach reflects Malaysia's broader arbitration policy: protecting national interests through procedural certainty rather than through judicial intervention. By maintaining a consistently narrow scope of court supervision across all categories of dispute, Malaysia has created a stable, predictable, and commercially attractive enforcement environment. The lesson is straightforward: a well-designed legal framework is a more effective safeguard of national interests than broad judicial discretion. For Indonesia, which shares a similar legal tradition and a substantial Islamic finance

sector, Malaysia's model offers a practical, directly applicable reference point for arbitration law reform.

b. Grounds To Refuse Enforcement

According to Section 39(1) of the Arbitration Act 2005, a foreign arbitration award may be refused by a Malaysian court if there are certain grounds listed in the article, which are in line with the provisions of the New York Convention. Here are the reasons for the rejection of arbitration awards that often occur:

- 1) invalidity of arbitration agreement: Section 39(1)(a) states that the Court may refuse an award if the arbitration agreement underlying the award is held to be invalid or does not meet the provisions of applicable law, either in the country where the agreement was made or the country where the arbitration was conducted. Example: If the relevant party does not sign the arbitration agreement, or if the agreement is invalid under the laws of the country where the agreement was made.
- 2) Procedural objections: Section 39(1)(b) states that the Court may refuse an arbitral award if the arbitration proceedings conducted are not in accordance with the agreement agreed upon by the parties or with the laws of the country where the arbitration is conducted. It includes the right of the parties to a fair hearing and the opportunity to present evidence. Example: If there is a discrepancy in the arbitration procedure that prevents either party from presenting their case.
- 3) Contradiction to public policy: Section 39(1)(c) states that a refusal may also occur if an arbitral award is contrary to Malaysian public policy. It includes awards deemed detrimental to the national interest or contrary to the basic moral or legal principles recognized in Malaysia. Example: If an arbitral award requires performance that is contrary to the legal norms applicable in Malaysia, for example, an award that provides an unlawful result under Malaysian law,

such as an award that violates criminal law or violates moral law

- 4) Inseparable arbitration: Section 39(1)(d) states that if an arbitral award has not been recognized or has been annulled in the country where the award was made or the country where the arbitration agreement was made. Example: If the arbitration award is cancelled in the country where the arbitration is being conducted, for substantive or procedural reasons prevailing in that country.

In Malaysia, judgment debtors are not prohibited from refusing to enforce a judgment, even if they do not challenge it in a supervisory court, provided they state at least one of the grounds specified in Article 39(1)(a) AA 2005⁷⁷. One reason the rejection an arbitration award often becomes controversial is public policy. Malaysian courts, through Section 39(1)(c), use “public policy” as a basis for denying an arbitral award deemed to be contrary to the law or the basic morality of the state. It is often a point of contention between an arbitration system that seeks to avoid court intervention and a national legal system that tends to protect the public interest. For example, we can see in *Hindustan Oil Exploration Co Ltd v Hardy Exploration* that a Malaysian court can refuse an arbitral award if it is contrary to public policy, such as an award involving illegal activities.

Although the award is valid under the law of the arbitral country.⁷⁸ Malaysia tends to maintain a balance between supporting foreign arbitration and safeguarding sovereignty and public policy by providing clear grounds for refusal. Malaysian courts allow for the enforcement of foreign arbitration awards but retain discretion to deny enforcement if

⁷⁷ Iyllyana Che Rosli et al., “Judicial Preclusion in International Arbitration: Comparative Analysis of UK, Australia, and Malaysia’s Practices,” *Jambe Law Journal* 7, no. 2 (2024), <https://doi.org/10.22437/home.v7i2.385>.

⁷⁸ Thomas Frost, “The Arbitration Process in the United States,” in *Sohn International Symposium; Advanced Processing of Metals and Materials Volume 9: Legal, Management and Environmental Issues*, vol. 9, 2006, 133–39.

they conflict with legitimate public policy or procedure. It suggests a more moderate approach compared to Singapore, which is more pro-arbitration with minimal court intervention, and to Indonesia, which has greater barriers to substantive intervention and ambiguity in the definition of public policy. In the global context, Malaysia's approach sets an example for countries that want to adopt arbitration mechanisms that support international trade while maintaining domestic legal authority to protect national interests.

D. Comparative Insights Indonesia Can Adopt

Indonesia's implementation of international conventions such as the New York Convention, ICSID, and UNCITRAL, shows a mixed compliance with global standards. While Indonesia has ratified the New York Convention and enacted implementing regulations, including the Supreme Court Regulation No. 1 of 1990, it has notably placed a reservation on the reciprocity requirement. It means Indonesia will enforce foreign arbitral awards only if the country where the award was made is also a member of the Convention, reflecting a cautious approach that partly diverges from the broader global practice, which generally encourages broader enforcement without such strict conditions. Overall, Indonesia's consistency in implementing these international arbitration conventions shows a pragmatic balance.⁷⁹ While the country adheres to major international frameworks to attract foreign investment and participate in global trade, it also cautiously safeguards its sovereignty and constitutional principles. The ongoing ISDS reform debates and efforts to align arbitration practices more closely with national interests illustrate Indonesia's intent to both meet global standards and protect its regulatory autonomy.⁸⁰

⁷⁹ K. Bhukya, "Template Justice on Trial: A Critical Analysis of DJP v. DJO's New Standards for Arbitrators," *Journal of International Arbitration* 42, no. 5 (2025): 567–84, <https://doi.org/10.54648/joia2025040>.

⁸⁰ Wiko and Kinanti, "ISDS Reform UNCITRAL: Implications For Indonesian Investment Policy."

Table 2. The Comparison of Singapura, Malaysia and Indonesia in Recognition and Enforcement of Arbitration Award.

Aspects	Singapore	Malaysia	Indonesia
Application procedure	Leave to enforce <i>applications</i> are made to the <i>High Court</i> under the <i>International Arbitration Act 1994 (IAA)</i> + <i>Rules of Court</i> . It is not mandatory to identify assets first. The application process for enforcing a foreign arbitration award in Singapore begins with an application to the High Court. This procedure can be conducted <i>ex parte</i> (without the other party) to obtain <i>leave to enforce</i> the arbitration award.	Its main domestic arrangement is the Arbitration Act 2005 (“the 2005 Act”), which came into force on 15 March 2006. application to the High Court under Article 38 of the 2005 Act. Documents and agreements must be attached. Under s. 38(1) of the 2005 Act: “An award made in respect of an arbitration where the seat is in Malaysia or an award from a foreign State shall be recognised as binding and, on application in writing to the High Court, be enforced subject to s. 39.”	Based on Law No. 30 of 1999 (Arbitration Law). The process begins with the registration procedure, where a party seeks recognition and enforcement of an arbitral award. This leads to the issuance of an <i>exequatur</i> , a court order granting the arbitral award the force of law within the country. Finally, the execution of the arbitral award is carried out at the District Court, specifically in Central Jakarta, where the enforcement procedures are managed in accordance with the law.

Aspects	Singapore	Malaysia	Indonesia
Court intervention on the substance of the award	Singapore takes a “mechanistic” approach – the court does not review the merits of awards unless the grounds are clear.	Malaysia tends to be non-interference, but there is limited room for a “question of law” through Section 42.	Indonesian courts are sometimes more interventional, especially through the interpretation of “public policy” and other definitions that are not always consistent.
Grounds to refuse / public policy	Singapore uses grounds such as in IAA s 31/NYC Art V. Public policy is interpreted narrowly so as not to hinder enforcement. (literature)	Malaysia: Section 39 of the 2005 Act covers public policy and other grounds. The framework is quite clear, but the courts’ discretion remains.	Indonesia: Articles 66(c) + 66 (d) of Law 30/1999 state that an award may be enforced only if it does not conflict with the “public interest” (public order). Definitions are often considered broad and uncertain.
Access to assets/execution	Singapore: there does not have to be a local asset first to invoke enforcement; however, execution remains dependent on cross-border access to assets and jurisdiction.	Malaysia: recognition as a judgment facilitates execution, but access to local/international assets remains a key factor.	Indonesia: although procedures are in place, execution can be delayed by lengthy processes, uncertainty, and limited access to assets.

Source: Author’s Analysis Results

Singapore has built a solid reputation as an international arbitration centre with a strongly pro-arbitration commitment, through efficient procedures and minimal intervention. Malaysia offers a more moderate approach, balancing protection against foreign arbitration with control over public policy. On the other hand, Indonesia, despite a fairly robust legal framework, still faces several practical challenges that hinder the efficient recognition and enforcement of foreign arbitral awards. To improve Indonesia's position, it can learn from Singapore and Malaysia by optimizing arbitration procedures, reducing court intervention, and maintaining a balance between protecting national interests and supporting international arbitration.

Table 3. Grounds to Refuse Enforcement Between Singapura, Malaysia, and Indonesia

Aspects	Singapore	Malaysia	Indonesia
Public Policy Grounds	Singapore has strict standards for denying arbitration awards, applying them only in cases that clearly violate public policy. Singapore currently adopts a very narrow concept of public policy, which can only be used to override recognition and enforcement in cases where enforcement would violate “the most basic notions of morality and justice” or “would shock the conscience	Rejection can occur if the award is contrary to Malaysian public policy. A broader interpretation of public policy. Malaysian courts allow enforcement of foreign arbitration awards, but retain discretion to deny enforcement if they conflict with legitimate public policy or procedure. It shows a more moderate approach than Singapore, which is pro-arbitration and favours minimal court intervention	Indonesia often uses public policy to reject arbitration awards with broader interpretations. Public policy interpretation in Indonesia is often the main reason for the rejection of foreign arbitration, which adds uncertainty in award enforcement[10]. Indonesia needs to clarify the limits on the use of public policy grounds to reject foreign arbitral awards and ensure that this ground does not become an undue obstacle to the enforcement of a legitimate arbitral award.

Aspects	Singapore	Malaysia	Indonesia
Requirements for Submitting Rejection	The procedure for filing a rejection is more efficient and requires minimal oversight. Singapore courts are more likely to enforce an arbitral award.	Objections can be filled on the grounds of invalidity of the agreement, violation of procedure, or public policy. Malaysian courts tend to follow clear procedures but still have discretion.	Indonesia needs greater court intervention in rejecting arbitral awards, citing grounds such as “public policy” and ambiguous definitions.
Court Intervention	Singapore rarely intervenes in the substance of arbitral awards, preferring procedural validity.	The courts have room for intervention, but they are smaller than Indonesia’s. Interventions are often related to the implementation of public policy.	Indonesian courts often intervene in the substance of arbitral awards and have greater latitude to review awards deemed contrary to public policy.

Source: Author’s Analysis Results

In the context of the recognition and enforcement of foreign arbitration, Indonesia can learn a lot from Singapore and Malaysia, both of which have legal systems that support international arbitration while retaining control over their domestic policies. Singapore, as one of the world’s leading arbitration centres, has a highly efficient and structured procedure for the recognition and enforcement of foreign arbitration awards. This process often begins with *leave to enforce*, which allows the court to certify a foreign arbitral award without requiring prior identification of assets, and is often done *ex parte* (without the presence of an adversary). Singapore prioritizes efficiency and speed, with enforcement being completed in a relatively short time, usually in less than six months. It makes Singapore an excellent example of simple and speedy procedures in the enforcement of arbitration.⁸¹

Meanwhile, Malaysia is also making progress in enforcing foreign arbitration awards, but with a slightly different approach. Malaysia

⁸¹ Jean Ho, “Decoding Singapore’s International Arbitration Act, Section 12(7),” *Arbitration International* 24, no. 4 (2008), <https://doi.org/10.1093/arbitration/24.1.609>.

adopts similar principles to Singapore in respect of foreign arbitration,⁸² but it is more cautious in maintaining control over public policy and national sovereignty. Under the Arbitration Act 2005, Malaysia allows the recognition and enforcement of legitimate foreign arbitral awards, but gives courts discretion to refuse enforcement if they conflict with the country's public policy. Despite this, Malaysia remains strongly committed to international arbitration and intervenes little in the substance of awards, emphasizing the importance of proper and transparent procedures. In Malaysia, courts will ensure that arbitration proceedings conducted outside the country remain valid under domestic law by allowing rejection only in cases of a substantial violation of fundamental principles of national law.

Indonesia, although it has Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, which adopts the basic principles of the New York Convention, still faces significant challenges in its procedures and acceptance of foreign arbitration. One of the main obstacles is the long and often protracted exequatur procedure⁸³. The process of recognizing and enforcing foreign arbitral awards in Indonesia is more complicated than in Singapore and Malaysia, thereby slowing the enforcement of arbitral decisions. In addition, Indonesian courts more often intervene in substance to arbitral awards, especially on grounds that are broader and not always clear. Public policy interpretation in Indonesia is often the main reason for the rejection of foreign arbitration, which adds uncertainty in award enforcement⁸⁴. Therefore, Indonesia needs to clarify the limitations on the use of public policy to reject foreign arbitral awards and ensure that these grounds do not unduly become obstacles to the enforcement of legitimate arbitral awards.

⁸² Bell, "CONFLICTS OF LAWS AND JURISDICTIONS IN INDONESIA-RELATED ARBITRATIONS SEATED IN SINGAPORE – PERSPECTIVES FROM THE TRIBUNAL."

⁸³ Abdul Jamil, Farid Sufian Bin Shuaib, and Dodik Setiawan Nur Heriyanto, "RECOGNITION AND ENFORCEMENT OF INDONESIAN SHARIA ARBITRATION AWARDS IN FOREIGN COUNTRIES: CHALLENGES AND OPPORTUNITIES," *IIUM Law Journal* 31, no. 1 (May 2023): 309–32, <https://doi.org/10.31436/iiumlj.v31i1.827>.

⁸⁴ Labib Wajdi, Adolf, and Amalia, "International Interim Awards Enforcement under the Indonesian Arbitration Law and UNCITRAL Model Law."

Regarding the enforcement of arbitral awards, Singapore and Malaysia note that although awards can be recognized, execution still depends on the existence of assets within the country. Singapore, while not requiring identification of local assets prior to enforcement filings, still relies on international cooperation to ensure that arbitral awards can be enforced outside its jurisdiction.⁸⁵ Malaysia also provides considerable room for the recognition of foreign arbitral awards. However, the courts there retain control over execution, especially regarding state sovereignty. Meanwhile, Indonesia faces greater challenges in asset execution, mainly due to limitations in international cooperation and uncertainty regarding execution abroad.

To improve the effectiveness of foreign arbitration enforcement, Indonesia needs to expedite and streamline its exequatur procedures and adopt a more flexible approach to the recognition of arbitral awards, as Singapore and Malaysia have done. More efficient procedures will reduce barriers and provide higher legal certainty for international business people.⁸⁶ In addition, Indonesia also needs to clarify the definition of public policy to avoid excessive rejection of arbitral awards. Enhancing international cooperation to facilitate the enforcement of assets abroad and modernizing the court system to respond to global trends in arbitration are also critical to improving Indonesia's image as an attractive venue for international dispute resolution.

The comparative analysis presented in Tables 2 and 3 reveals a substantial gap between Indonesia's arbitration framework and prevailing regional standards. This gap that cannot be adequately addressed through legislative amendment alone but requires deeper substantive reform. The central obstacle to arbitration effectiveness in Indonesia is not primarily a matter of statutory deficiency; rather, it is rooted in a legal culture shaped by a rigid positivist tradition. Indonesian judges, trained predominantly within the Civil Law framework, tend to

⁸⁵ Azamat Nurtan and Maygul Abilova, "ENFORCEMENT OF FOREIGN ARBITRAL AWARDS IN KAZAKHSTAN: A COMPARATIVE LEGAL ANALYSIS OF EUROPEAN AND ASIAN MECHANISMS," *Access to Justice in Eastern Europe* 8, no. 3 (2025), <https://doi.org/10.33327/AJEE-18-8.3-a000117>.

⁸⁶ R. Gunarya, P. Amalia, and P. Trisnamansyah, "Ease of Doing Business: Enforcement Arbitral Award and Investment Climate in Indonesia," *International Journal of Business, Economics and Law* 24, no. 4 (2021): 160–67.

interpret their supervisory role narrowly and formulaically. A particularly consequential manifestation of this tendency is the persistent conflation of national interest with public policy, which has produced an interpretation of the public policy exception that is both unduly broad and markedly inconsistent across cases.

Overcoming this structural impediment requires a fundamental reconceptualization of the public policy exception as it applies to arbitration in Indonesia. The public policy doctrine must no longer function as a broadly discretionary instrument invoked to protect ill-defined notions of national interest; instead, it must be defined restrictively and with precision, confined to cases involving clear violations of fundamental principles of procedural justice or basic legal morality. Such a reconceptualization is essential to prevent the public policy exception from being misused as a tactical device by unsuccessful parties seeking to obstruct or delay the enforcement of valid arbitral awards.

The principal challenge confronting Indonesia in this regard is not the absence of relevant legislative provisions, but rather a prevailing legal culture deeply entrenched in legal positivism. Indonesian judges, trained predominantly within the Civil Law tradition, tend to approach their supervisory role through a restrictive interpretive lens that, in practice, frequently impedes the efficient conduct and enforcement of arbitral proceedings. Addressing this cultural dimension is therefore as important as any legislative reform. Adopting Malaysia's balanced arbitration model in the Indonesian context accordingly requires deliberate efforts to bridge this cultural gap, pursued through two complementary strategic measures.

First, the issuance of a Supreme Court Regulation establishing clear and binding limits on the scope of judicial scrutiny permissible in *exequatur* proceedings before the Central Jakarta District Court. Such a regulation should expressly prohibit judges from conducting any substantive review of the merits of an arbitral award, including in disputes involving state-owned entities, thereby confining judicial supervision to procedural and formal grounds alone.

Second, a systematic reorientation of judicial education and training through the integration of international arbitration principles into the curriculum of the judicial training programmed. This initiative

should be designed to shift the prevailing judicial paradigm from one of interventionism toward one of pro-arbitration support, equipping judges with the understanding that adherence to international arbitration standards, as consistently demonstrated in the practice of Singapore and Malaysia, is not merely a matter of legal obligation, but a prerequisite for Indonesia's long-term economic competitiveness and credibility as an international investment destination.

Malaysia's balanced arbitration model is relevant for Indonesia not merely because of procedural similarities, but because both countries share a comparable legal heritage, a Civil Law tradition shaped by colonial history and later influenced by Common Law principles. This shared foundation makes Malaysia's legislative experience a fitting and practical reference point for Indonesian reform. Nevertheless, the transplantation of this model into the Indonesian context cannot succeed through legislative adoption alone. It necessitates a concurrent transformation of legal culture, specifically a fundamental reorientation in the role that judges perceive themselves to occupy within the arbitral process. This cultural shift will not occur on its own. It requires clear, binding, and enforceable regulations that deliberately and structurally guide the change in judicial conduct.

Conclusion

This study addressed three research questions concerning Indonesia's framework for the recognition and enforcement of arbitral awards. In response to the first question, the analysis shows that Indonesia's legal framework rests on a formally adequate but internally fragmented structure. Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution provides the primary statutory basis, supplemented by Indonesia's obligations as a contracting state to the 1958 New York Convention. However, the coexistence of Law No. 30/1999, Supreme Court Regulations, and the colonial-era *Reglement op de Rechtsvordering* (RV) creates an unresolved hierarchy that generates procedural uncertainty, particularly in exequatur proceedings before the Central Jakarta District Court. The absence of codified time limits and the broad, inconsistently applied definition of public policy further undermine the reliability of enforcement outcomes.

In response to the second research question, the comparative analysis of Singapore and Malaysia demonstrates that enforcement effectiveness is not solely a function of legislative design but is equally determined by judicial restraint and institutional discipline. Both jurisdictions have achieved alignment with the New York Convention's limited grounds for refusal by adopting a pro-enforcement judicial posture, restricting public policy review to genuinely fundamental violations, and ensuring procedural transparency through published decisions. Of these approaches, Indonesia could realistically adopt the narrowing of public policy review through Supreme Court Regulation and the codification of strict procedural timelines, as both measures require regulatory rather than full legislative action.

Addressing the third research question, this study identifies a sequenced reform agenda. In the short term, Indonesia should clarify the statutory hierarchy between Law No. 30/1999 and the RV and codify binding time limits for exequatur proceedings. In the medium term, priority should be given to narrowing the judicial definition of public policy, establishing mandatory publication of arbitral enforcement decisions, and expanding judicial capacity-building programs. Over the longer term, recognizing the enforceability of interim awards and strengthening BANI's institutional transparency would bring Indonesia's framework closer to international best practice.

This study acknowledges several limitations. The analysis draws primarily on secondary sources, including legislative texts, publicly available court decisions, and comparative scholarship. Access to a comprehensive, systematic dataset of Indonesian enforcement decisions remains restricted, and the lack of reliable empirical data on exequatur durations limits the precision of conclusions about procedural delay. Future research would benefit from direct engagement with court records and longitudinal data on enforcement timelines. Taken together, the findings confirm that Indonesia possesses the formal architecture for effective arbitral enforcement, but that architecture is undermined by judicial inconsistency, fragmented regulation, and a procedural culture that has not yet fully internalized the pro-enforcement ethos of the New York Convention. Addressing these structural gaps through targeted regulatory reform, judicial training, and greater institutional transparency would directly reduce the enforcement uncertainty

documented in this study and strengthen the legal predictability that international arbitration requires.

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Generative AI Statement

None.