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Indonesia
International Arbitration

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Indonesia.

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Indonesia: International Arbitration

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

Arbitration in Indonesia is primarily governed by Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution ("**Arbitration Law**"). The Arbitration Law defines an international arbitral award as one rendered outside Indonesian territory or otherwise qualifying as such under Indonesian law. In practice, an award rendered by a tribunal seated and administered in Indonesia—even in disputes with a foreign element—will be treated and enforced as a domestic award.

Indonesia recently passed the Law No. 6 of 2026 on the Indonesian International Financial Centre ("**IIFC**") ("**IIFC Law**") which among other things mandated the establishment of a dedicated IIFC Arbitration Institution and a specialist IIFC Court, the latter of which would, among other things, have jurisdiction over the recognition and enforcement of international arbitral awards in specified IIFC-related disputes.

Furthermore, the Supreme Court of the Republic of Indonesia ("**SCRI**") has issued, among others:

a. SCRI Regulation No. 1 of 1990 on Procedures for Enforcing Foreign Arbitration Awards; and

b. SCRI Regulation No. 3 of 2023 on Procedures for Court Appointment of Arbitrators, Challenges to Arbitrators, and the Examination of Applications for the Enforcement and Annulment of Arbitral Awards ("**SCRI Regulation 3/2023**").

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Yes. Indonesia ratified the 1958 New York Convention ("**NYC**") through Presidential Decree No. 34 of 1981, with reservations that: (i) the award must concern a commercial dispute; and (ii) the award must have been rendered in a contracting state.

3. What other arbitration-related treaties and conventions is your country a party to?

Indonesia is a party to the ICSID Convention (1965), ratified by Law No. 5 of 1968.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two? Are there any impending plans to reform the arbitration laws in your country? Has your jurisdiction adopted, or is it considering adopting, the amendments of 6 July 2026 regarding electronic awards and communications?

The Arbitration Law is not modeled on the UNCITRAL Model Law (including the amendments adopted on 6 July 2026) though it reflects similar principles: confidentiality, party autonomy, limited court intervention, competence-competence, separability, finality, and limited recourse. Key differences include more formalistic requirements for arbitration agreements, specific arbitrator qualifications, and limited provisions on interim measures. Although amendment of the Arbitration Law is on the national legislative program and has been discussed, timelines remain uncertain. To our knowledge, there is currently no public proposal to adopt the 2026 amendments.

5. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

Notable institutions include:

a. Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia, "BANI"), latest rules is the BANI Arbitration Rules 2025.

b. National Sharia Arbitration Board (Badan Arbitrase Syariah Nasional, "Basyarnas") – its latest rules is Basyarnas Arbitration Rules 2021.

c. Alternative Dispute Settlement Institution for the Financial Services Sector (Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan, "LAPS SJK") – its latest rules is LAPS SJK Rules 2025.

d. Asia Pacific International Arbitration Chamber ("APIAC") Indonesia – its latest rules is the APIAC

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Indonesia Arbitration Rules 2025.

6. Is there a specialist arbitration court in your country?

Whilst Indonesia does not have a specialized arbitration court, registration and enforcement of domestic arbitral awards are handled by the district courts while recognition and enforcement of international arbitral awards shall be sought before the Central Jakarta District Court ("**CJDC**").

As also discussed in Q#1, IIFC Court, although not yet established at present, will have jurisdiction to recognize and enforce international arbitral awards arising from (i) business activities conducted within the IIFC, (ii) contracts which are performed in whole or in parts within the IIFC, and (iii) disputes arising from any event or transaction that occurs within the IIFC, whether carried out in whole or in part within the IIFC.

7. What are the validity requirements for an arbitration agreement under the laws of your country?

An arbitration agreement must meet both substantive and formal requirements to be considered valid.

a. Substantive: The agreement must satisfy Indonesian Civil Code requirements (consent, capacity, specific subject matter, lawful cause). It may only cover commercial disputes and rights within the parties' control. Non-settleable matters are not arbitrable.

b. Formal: The agreement must be in writing and signed by the parties. If concluded after a dispute arises and signatures cannot be obtained, it must be executed in a notarial deed and include the specific contents required by the Arbitration Law.

8. Are arbitration clauses considered separable from the main contract?

Yes. Arbitration Law recognizes the separability principle.

9. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

Indonesian courts will assess whether the arbitration clause sought for enforcement satisfies the formal and substantive requirements under Indonesian law rather than applying a conflicts-of-laws validation approach.

10. Are asymmetric arbitration clauses – for instance, where one party has the right to choose between arbitration or litigation while the other party does not have this option – valid in your jurisdiction?

Parties may agree to asymmetry as a manifestation of party autonomy, but such clauses may face practical challenges in litigation. In the insurance sector, laws require an asymmetric dispute resolution clause allowing customers to choose between LAPS SJK and the courts.

11. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

The Arbitration Law contemplates voluntary intervention by a third party only if: (i) it has a legitimate interest; (ii) the original parties' consent; and (iii) the tribunal permits joinder. Non-consensual joinder is not provided for.

Non-signatories cannot automatically be bound by an arbitration agreement merely because they belong to the same corporate group, participate in the performance of the underlying contract, or are involved in a related dispute. Their participation in arbitration must have a legally sufficient basis, whether through consent, a recognized contractual mechanism or another applicable statutory provision. Although the Indonesian Supreme Court's decisions No. 67 PK/Pdt.Sus-Arbt/2016 and preceding decisions in the same matter do not expressly establish this principle, they illustrate the jurisdictional and public-policy difficulties arising from attempts to restrict Indonesian court proceedings through arbitral relief involving non-signatories.

12. Are there any recent court decisions and/or legislative reform in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified

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by the Parties?

There are no recent Supreme Court decisions in Indonesia that establish a specific conflict of laws test for determining the law of the arbitration agreement when the contract is silent. However, the prevailing legal framework and judicial attitude can be summarized as follows:

a. Statutory Default (Lex Arbitri): In the absence of a specific choice of law by the parties, the law of the place of arbitration applies (see elucidation of Article 56(2) of the Arbitration Law).

b. Judicial Tendency (Lex Fori): In practice, when enforcement or annulment is sought in Indonesia, courts frequently apply mandatory Indonesian law to test the validity of the arbitration agreement.

13. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

Party autonomy prevails. Parties may choose the governing law and whether the tribunal decides based on the law or *ex aequo et bono*. If silent, consistent with the approach above, the law of the seat applies.

14. In your country, are there any particular requirements for and/or restrictions in the appointment of arbitrators?

Arbitration Law provides specific requirements for an arbitrator, including age limit (35 years old) and possesses at least 15 years of professional experience in the relevant field. Judges, prosecutors, court registrars and officers may not be appointed.

An arbitrator also must disclose any circumstances likely to give rise to justifiable doubts as to their independence or impartiality.

15. Can the local courts intervene in the selection of arbitrators? If so, how?

Court intervention is limited in the constitution of the arbitral tribunal only as an appointing authority in the case of deadlock. In practice, this judicial role arises almost exclusively in ad hoc arbitrations, since institutional arbitrations shall apply their own appointing mechanism. Therefore, the court's power operates only where the applicable institutional or contractual mechanism fails to constitute the tribunal.

16. Can the appointment of an arbitrator be challenged? What are the grounds for such a challenge? What is the procedure for such a challenge?

Yes. Appointments may be challenged on the grounds of a conflict of interest or doubts regarding independence and impartiality.

a. Procedure: Parties must first exhaust applicable institutional rules. In ad hoc proceedings, a written objection must be lodged within 14 days of the appointment or discovery of relevant facts to the other party and the challenged arbitrator. If the arbitrator was appointed by the court, the challenge shall be filed with the relevant court.

b. Judicial Intervention: If the challenge is rejected or the arbitrator refuses to withdraw, the matter is referred to the chairman of the district court for a final, unappealable decision.

17. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

SCRI Regulation 3/2023 reinforces the duty of independence by establishing a strict procedural timeline for challenges if a party challenges an arbitrator's impartiality, so that the court must render a final and binding decision on the challenge within 14 days.

BANI Arbitration Rules 2025 introduced an expanded disclosure requiring arbitrators to sign a 'statement of independence' and allowing removal of an arbitrator for failure to act – which covers inability to perform duties impartially.

A particularly significant judicial development is SCRI Decision No. 665 B/Pdt.Sus-Arbt/2024, dated 12 June 2024, which upheld the annulment of a BANI arbitral award due to an arbitrator's undisclosed potential conflict of interest arising from a previous relationship with one of the parties involved in the arbitration constitutes fraud. The Supreme Court emphasized that arbitrators have a proactive obligation to avoid potential conflicts of interest and should not simply remain silent in the absence of a formal challenge by the parties.

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18. Are arbitrators immune from liability?

The Arbitration Law confers qualified immunity, shielding arbitrators from liability for acts performed in their official capacity, unless bad faith is established.

19. Is the principle of competence-competence recognized in your country?

Yes. The core principle of competence-competence is recognized under the Arbitration Law, albeit not spelt out.

20. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

The court must decline jurisdiction if a valid arbitration agreement exists, upholding the principle of non-intervention. However, if a party commences litigation despite an arbitration agreement, and the respondent fails to object and continues to fully litigate the case, both parties are deemed to have waived or rescinded the arbitration agreement.

21. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

Arbitration Law does not empower courts to compel a party to participate in an arbitration, but it empowers a properly constituted tribunal to continue the proceedings ex-parte, if the respondent fails to appear after being properly summoned, and the arbitration tribunal may grant the claimant's claim in full (unless the claim is unfounded or contrary to law).

22. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

Yes. A third party may join voluntarily with the consent of the original parties and the tribunal's leave. There is no statutory basis for non-consensual joinder.

23. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal? Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country? What is the approach of local courts in your jurisdiction to anti-arbitration injunctions issued in breach of arbitration agreements? Have there been any recent decisions on this point?

Under Article 32 of the Arbitration Law, tribunals may order provisional measures (e.g., conservatory attachment/*sita jaminan*, order to deposit goods, or sale of perishable goods). Unlike jurisdictions adopting Article 17J of the UNCITRAL Model Law, Indonesian arbitration legislation does not expressly confer concurrent interim-measure jurisdiction on courts in support of arbitration, including before constitution of the tribunal, but SCRI Regulation 3/2023 allows courts to assist in executing tribunal-ordered attachments. Therefore, there is no established mechanism for seeking or enforcing anti-suit/anti-arbitration injunctions in relation to proceedings allegedly commenced in breach of an arbitration agreement.

Caution should be exercised in seeking anti-suit relief affecting Indonesian court proceedings. In SCRI Decision No. 01 K/Pdt.Sus/2010 and the related SCRI Decision No. 67 PK/Pdt.Sus-Arbt/2016, the Indonesian courts refused enforcement of international arbitral awards containing anti-suit relief requiring Indonesian court proceedings to be discontinued, considering such interference with Indonesian judicial proceedings contrary to public policy. The underlying dispute notably involved non-signatories whose joinder to the arbitration was contested, although the non-signatory issue was not itself the stated basis for refusing enforcement.

24. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

Evidentiary rules are consistent with Indonesian civil procedure (documents, fact and expert testimony). The Arbitration Law does not provide general court assistance for evidence-taking (e.g., discovery/production), and courts cannot compel witnesses to participate in arbitration.

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25. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country? Do these codes and professional standards apply only to counsel and arbitrators having the nationality of your jurisdiction?

Arbitral institutions in Indonesia, notably BANI, issue mandatory codes of ethics that bind arbitrators in cases administered institutionally under its rules regardless of nationality.

Counsels are usually Indonesian advocates who are subject to the Indonesian Advocates Law and the code of ethics of the relevant advocate organization, which also applies for foreign counsels who are locally registered.

26. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

Yes. Arbitration Law imposes statutory confidentiality on both the proceedings (mandating closed hearings) and the arbitral award itself.

However, when a party seeks either annulment or enforcement before the relevant district court, court filings (including the parts of the award) and the subsequent judicial decisions enter the public record via court directories, potentially revealing details of the dispute.

27. How are the IBA guidelines on conflicts of interest and other similar soft law sources viewed by courts and tribunals in your jurisdiction? Are they frequently applied? Have any developments under the 2024 IBA Guidelines, including the expanded Orange List, the treatment of social media conduct, or due diligence obligations on parties, and the UNCITRAL Code of Conduct for Arbitrators been addressed by courts and tribunals in your jurisdiction?

The IBA Guidelines and similar soft law instruments are not binding under Indonesian law but function as significant persuasive authority and a key frame of reference. Counsels with experience working on international arbitration matters are familiar with the IBA Guidelines and other soft law sources, but local courts, under their limited statutory roles, seldom rely on them.

There are no reported Indonesian court decisions to date specifically addressing the expanded Orange List, social media conduct or parties' due diligence obligations under the 2024 IBA Guidelines, or the UNCITRAL Code of Conduct for Arbitrators. These developments may nevertheless inform conflict assessments and disclosure practices in Indonesia-related international arbitrations, particularly where the tribunal or counsel applies international arbitration standards.

28. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included in the principal claim and costs incurred?

a. Arbitration cost. Costs are estimated via institutional fee schedules that require parties to remit advances on costs corresponding to the value in dispute. Allocation generally follows the principle that cost follows the event. The tribunal, however, retains broad discretion to allocate costs proportionally if claims succeed only in part, or based on the parties' conduct.

b. Pre- and post- award interest. Tribunals first rely on the parties' agreement and the applicable substantive law to determine the inclusion and rate of interest. Where Indonesian law governs the merits and the contract is silent, tribunals may award the statutory interest rate. The final determination of any interest award remains subject entirely to the tribunal's assessment.

29. How are applications for security for costs viewed in your jurisdiction?

Neither the Arbitration Law nor the typical institutional rules (like BANI's) provide an explicit, formal rule for ordering security for costs. In practice, therefore, applications for security for costs are uncommon in Indonesian-seated arbitrations.

30. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

From the formalities standpoint, an international arbitral award must be registered with the CJDC before an *exequatur* can be sought. Where the Republic of Indonesia is a party to the dispute, the exequatur is sought to the SCRI. If the matter is related to Sharia law, the registration and exequatur shall be sought from the Central Jakarta Religious Court ("**CJRC**"). The registration

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process is done by the arbitrator/tribunal or their proxy, which requires the tribunal to grant power of attorney before the tribunal becomes *functus officio*. The award should also be submitted in an authenticated form and translated into Indonesian language.

From the substantive standpoint, parties seeking to enforce an international arbitral award must show that the award (i) was rendered in a NYC-party jurisdiction or there is a bilateral treaty to the same effect, (ii) is of a commercial nature, and (iii) does not violate Indonesian public policy.

Although the Arbitration Law expressly requires domestic awards to set out reasons (i.e., consideration and conclusion), for international awards enforcement, Indonesian courts do not re-weigh the merits of the award but in the face of an insufficiently reasoned award, the courts may refuse exequatur if recognition would breach Indonesian public policy, including fundamental due process and procedural fairness, unless parties have clearly agreed otherwise in advance.

31. What is the estimated timeframe for the recognition and enforcement of an award (domestic and international)? Can a party bring a motion for the recognition and enforcement of an award on an ex parte basis? Would the standard of review be different for domestic and international awards?

SCRI Regulation 3/2023 imposes distinct deadlines:

> **a. Domestic awards**: registration within 30 days of issuance; filing in 3 days; enforcement order within 30 calendar days of filing.
>
> **b. International awards**: no statutory registration deadline; filing within 14 days; exequatur by the CJDC/CJRC within 30 calendar days of filing.

In practice, timelines may vary. Proceedings are typically *ex parte*, unless the award debtor challenges. Standards of review differ: domestic annulment grounds are limited; international recognition focuses on NYC criteria and public policy.

32. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure in this regard? Is it possible for parties to waive any rights of appeal or challenge to an award by agreement?

Arbitration Law provides limited grounds to set aside domestic awards, namely (i) forgery/falsified document, (ii) concealed decisive documents discovered after an award is issued, or (iii) fraud/deception—and the application for annulment must be filed with the relevant district court within 30 days of registration.

It is widely accepted that Indonesian courts have no jurisdiction to set aside foreign arbitral awards. That said, as noted in Q#30, an international award is enforceable in Indonesia only if the statutory requirements are met. A losing party may therefore attempt to resist recognition and enforcement by arguing that these requirements are not satisfied.

33. In what instances can third parties or non-signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

As a general rule, Indonesian law follows privity of contract principle. So, only parties that agreed to arbitrate are bound by the arbitration agreement and the resulting award, subject to established exceptions such as successions or guarantors.

A third party generally lacks standing to challenge the recognition or annulment of an award, as this right is reserved for the parties to arbitration. However, a third party may challenge the subsequent enforcement action taken by the award-creditor if the execution of the award directly affects their separate legal rights or property.

34. Are there any rules / court decisions that regulate or prohibit third party funding of arbitration proceedings – for instance, where funding by an entity not involved in the dispute in return for a share of the eventual award may be barred – in your jurisdiction?

Arbitration Law is silent and TPF is uncommon in Indonesia.

35. Is emergency arbitrator relief available and recognized in your country? Are decisions made by emergency arbitrators readily enforceable?

Arbitration Law does not contain provisions on emergency arbitrators or their orders/awards. BANI

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introduced an emergency arbitration protocol in its 2025 Rules. Whilst the SCRI Regulation 3/2023 provides framework for the enforcement of conservatory attachment as an interim measure in support of arbitration, the enforceability of the same in the context of an emergency arbitration remains untested.

36. Are there arbitral laws or arbitration institutional rules in your country providing simplified or expedited procedures for claims under a certain value? Are they often used?

Although Arbitration Law does not provide specific procedures, it mandated a tribunal to resolve the dispute within 180 days from its constitution, even for regular procedures, though this period may be extended by the tribunal or with parties' consent.

We note that the LAPS SJK 2025 Rules provide an expedited procedure for claims meeting the specified conditions. Under the rules, expedited proceedings must be completed within a maximum of 90 days from the tribunal's constitution.

37. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

While there are no specific published Indonesian decisions on this matter, recent or otherwise, Indonesian courts may refuse enforcement based on a prior foreign annulment, but this is discretionary. In practice, the primary legal avenue for resistance remains the argument that recognition of the contested award would violate Indonesian public policy.

38. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving corruption? Which party bears the burden of proving corruption?

While the Arbitration Law does not explicitly delineate the interplay between corruption and the enforceability of an arbitral award, a corruption—evidenced by a final and binding judicial determination—in the genesis of the underlying commercial *res* is deemed material to the assessment of public policy during enforcement.

SCRI Decision No. 266 B/Pdt.Sus-Arbt/2016 held that the absence of a final and binding corruption conviction against the relevant party did not preclude the court from finding an arbitral award contrary to public policy, where related corruption convictions and other regulatory findings sufficiently demonstrated corruption concerns surrounding the underlying procurement. The award was accordingly declared unenforceable.

39. Has your country withdrawn from, or announced its intention to withdraw from, the Energy Charter Treaty? What is the status of the sunset clause in your jurisdiction?

Indonesia is not, and has never been, a Contracting Party to the Energy Charter Treaty ("**ECT**"). Accordingly, the question of withdrawal from the ECT does not arise, and the ECT's sunset clause, including its continued protection of investments following withdrawal, is not applicable to Indonesia.

40. Have there been any recent court decisions or legislative developments in your country with respect to intra-European investor-State arbitration, the Energy Charter Treaty, or the enforcement of intra-EU? Are there any pending decisions?

There have been no identified Indonesian court decisions, pending proceedings or legislative developments specifically concerning intra-EU investor–State arbitration, the ECT, or the enforcement of intra-EU arbitral awards in Indonesia.

41. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

Indonesian arbitral institutions have increasingly adopted technology to improve procedural efficiency and reduce costs. Notably, BANI 2025 Arbitration Rules expressly permit virtual hearings through teleconference, videoconference or other digital platforms.

Similarly, LAPS SJK 2025 Arbitration Rules expressly regulate electronic arbitration, including virtual hearings, electronic communications and procedural safeguards requiring parties' consent. Basyarnas also permits online hearings with the agreement of both parties.

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Despite these developments, arbitration proceedings in Indonesia remain relatively reliant on paper-based processes, although the adoption of virtual hearings and other digital tools continues to evolve.

42. Have there been any recent judicial and/or legislative developments in your jurisdiction with regard to disputes involving ESG issues such as climate change, sustainability, social responsibility and/or human rights?

Indonesia has seen increasing ESG-related regulation and litigation. Presidential Regulation No. 60 of 2023 established the National Strategy on Business and Human Rights, promoting corporate responsibility to respect human rights and access to remedies, while Presidential Regulation No. 110 of 2025 strengthened Indonesia's carbon trading and greenhouse-gas emissions framework.

The Ministry of Environment has actively pursued substantial environmental claims against corporations. In Supreme Court Decision No. 6126 K/Pdt/2025, the Supreme Court upheld the prior decision setting out application of strict liability for forest/land fires and an award north of ~USD 10 million in environmental damages, including quantified carbon-related losses.

Separately, four Pari Island residents have pursued climate-related claims against a cement manufacturer before a Swiss court, with the court's decision on jurisdiction and admissibility currently under appeal.

While Indonesian Environmental Law permits environmental disputes to be resolved through arbitration, no significant publicly reported developments in ESG-related arbitration have been identified.

43. Have any international economic sanctions regimes been implemented (either independently, or based on EU law) in your jurisdiction recently? Have there been any recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

We are not aware of any published Indonesian court decisions recently that specifically address the impact of sanctions on arbitration proceeding and its award in Indonesia.

44. Has your country enacted any regulation and/or implemented any rules, guidlines or regulations regarding the use of artificial intelligence (AI), generative AI or large language models in the context of dispute resolution?

Indonesia has not enacted specific legislation or binding rules governing the use of artificial intelligence (AI), including generative AI and large language models, in dispute resolution or international arbitration. However, in September 2026, the Supreme Court of the Republic of Indonesia (SCRI) conducted training for judges on the ethical use of AI in judicial proceedings, emphasizing that AI should only assist, rather than replace, judicial decision-making, and that judges must independently verify AI-generated information while safeguarding impartiality, confidentiality and data protection. These principles have not yet been formalized into binding judicial guidelines.

45. Are there any specific legal, institutional, or procedural frameworks in your jurisdiction governing the arbitration of digital asset or blockchain-related disputes? Have there been any court decisions in your jurisdiction concerning the validity or enforceability of arbitration agreements incorporated into smart contracts or digital asset terms?

Indonesia has not established a specific arbitration framework for digital asset or blockchain-related disputes. However, digital financial assets, including crypto-assets, are regulated under OJK Regulation No. 27 of 2024, as amended by OJK Regulation No. 23 of 2025, and eligible disputes may be resolved through existing dispute resolution mechanisms, including arbitration administered by LAPS SJK. While the Indonesian Supreme Court seeing a significant increase of decisions involving crypto-assets in the past year, there are no identified reported decisions specifically addressing the validity or enforceability of arbitration agreements incorporated into smart contracts or digital asset terms.

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