THE THIRD PARTY LITIGATION FUNDING LAW REVIEW

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Editor
Simon Latham

THE LAWREVIEWS

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INDONESIA

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I MARKET OVERVIEW

Third-party funding in litigation or arbitration proceedings in Indonesia is undeveloped and unregulated, despite its significant popularity and wide usage in neighbouring countries (e.g., Singapore and Australia) in recent years. Although this is one of many conventional ways for disputing parties to manage financial risks, Indonesia is currently not that familiar with the practice of using third-party funding.

To date, there are no publicly available judicial precedents in Indonesian courts in relation to the use of third-party funding. There are also no associations or companies in Indonesia recorded as having a formal presence in the business of providing third-party funding for litigation or arbitration. The use of third-party funding is rare and not yet regarded as a commercial activity.

The opportunities and market for third-party funding in Indonesia are currently considered to be open, and yet at the same time it can be a high-risk prospect. In the absence of official statistics or media coverage on third-party funding in Indonesia, and as a way to fill this information gap in relation to these activities, this chapter will discuss the possible use of third-party funding for both court litigation and arbitration proceedings seated in Indonesia by drawing comparisons with practices in other countries.

II LEGAL AND REGULATORY FRAMEWORK

Third-party funders, as we know, provide funding for disputing parties (usually the plaintiffs or claimants) in litigation or arbitration proceedings to pursue meritorious claims in return for a share of the proceeds recovered in the proceedings or some other financial benefit. The underlying reasons for using a third-party funder go beyond impecuniosity and may include spreading risk throughout the course of the proceedings, as well as minimising cash flow disruptions. Use of such funding could even enable a party to pursue multiple claims simultaneously.

Third-party funders conduct thorough due diligence on the potential funded party, its lawyer (if any) and the case, as they would naturally only be interested in financing claims that are likely to succeed. Further, proper assessment could align interests and strategies between the third-party funder, the funded party and the attorneys involved. For example,

1 Tony Budidjaja is a senior partner, Narada Kumara is a junior partner and Reynalda Basya Ilyas is a senior associate at Budidjaja International Lawyers.

it could be done to prevent a scenario where a plaintiff or claimant inflates the amount of damages claimed to maximise recovery since a portion of the proceeds would be provided to the third-party funder.

In numerous common law countries, encouraging litigation and funding another party's claim for profit are prohibited by common law doctrines of maintenance and champerty. Hence, activities of this kind are considered torts, or prohibited, to counter frivolous or vexatious cases.

Indonesia does not currently have a regulatory framework pertaining explicitly to third-party funding for litigation or arbitration proceedings; it is neither permitted nor prohibited in Indonesia. Indonesian law also does not recognise the concept of champerty and maintenance.[2]

To provide some context, Indonesia is a civil law jurisdiction, which inherited the civil law system from the Netherlands. The sources of law under the Indonesian legal system are: (1) statutory law; (2) custom or unwritten law; (3) treaty; (4) precedent; and (5) legal doctrine.

As a rule of thumb, disputing parties are responsible for paying their own fees for litigation or arbitration in Indonesia. There are no disclosure obligations or restrictions on how parties finance their litigation or arbitration proceedings.

Under Law No. 18 Year 2003 regarding Advocates (the Advocates Law) and the Code of Ethics for Indonesian advocates, clients and advocates are free to agree on the arrangement or type of fees. There are also no regulations that prohibit a third party from paying the costs of another party's case. The appointed judges or arbitrators are typically not in the position to question the source of the parties' funds. Thus, there are no restrictions on third-party funding from a legal or ethical perspective.

i Courts

The conduct and procedures of Indonesian general courts are regulated under: Law No. 2 Year 1986 regarding General Courts as last amended by Law No. 49 Year 2009; Law No. 48 Year 2009 regarding Judicial Power; and Law No. 14 Year 1985 regarding the Supreme Court as last amended by Law No. 3 Year 2009, and its implementing regulations. None of these existing regulations contain any prohibition on third-party funding.

Indonesian civil procedure law, which governs procedures for the examination of a statement of claim through proceedings until the enforcement of the relevant court's decision, is also silent on financing of litigation. As a general rule, a party to a dispute cannot claim the costs for litigation from the opposing party.

The feasibility of third-party funding in Indonesia is borne out by the fact that there are precedents for its use by Indonesian parties. In 2016, although in a class action suit, seaweed farmers brought an action against PTTEP Australasia Pty Ltd in the Federal Court of Australia, in a case in which the funder, Harbour Litigation Funding Ltd, funded all

2 As a comparison, since 2017 Singapore has had a clear framework on third-party funding by passing legislation that abolished the common law torts of champerty and maintenance, and confirmed that third-party funding is not contrary to public policy or illegal where it is (1) provided by eligible parties (whose principal business is the funding of dispute resolution proceedings, and with paid-up capital of not less than US$5 million); and (2) in prescribed proceedings (i.e., Singapore-seated international arbitration proceedings and court litigation and mediation arising out of such proceedings).

the costs of the plaintiff.[3] The seaweed farmers consisted of more than 13,000 Indonesian seaweed farmers from Rote Island (155 miles from an oil well that exploded in Australian waters in the Timor Sea in 2009).

Despite the fact that in Singapore the scope of proceedings in which third-party funding is permitted is limited to arbitration and related court proceedings, in 2018, the Singapore High Court permitted third-party funding for liquidators in investigations and potential claims against the Singapore subsidiaries of PT Trikomsel Oke Tbk (an Indonesian telecommunications company) in relation to unpaid bonds. Similarly, there have also bee a number of insolvency matters in Hong Kong financed by third-party funders. Furthermore, in practice, the use of third-party funding for claims arising out of insolvency is progressively increasing in Singapore and Hong Kong. Some of the most prominent third-party funding companies that have expanded their commercial presence to Singapore and Hong Kong include IMF Bentham, Burford Capital Ltd and Woodsford Litigation Funding. Against this background, Indonesia could adapt its litigation model by weighing the possibility of expressly permitting the use of a third-party funding for civil proceedings, as the legal costs for civil proceedings in Indonesia have steadily increased in the past few years. The guidelines from the Supreme Court of Indonesia state that ordinary civil proceedings should be resolved within five months.[4] However, in practice, civil proceedings can still take from six months to one year. Although in both civil and insolvency proceedings evidence in the form of expert reports is allowed, such evidence is mostly used in civil proceedings, and this makes the expense of civil litigation even higher. Therefore, third-party funding could be utilised to improve the chances of success. In insolvency proceedings, third-party funders are in a better position to predict the likelihood of the creditor's success because the evidence required to prove the debtor's bad debt would be straightforward under the applicable law. In any case, third-party funders could better anticipate, and thereby mitigate, the possible risks during both proceedings and the enforcement stage by engaging experienced Indonesian advocates, who understand the Indonesian legal framework.

In most cases, enforcement of the decision or award in Indonesia is more challenging than obtaining the favourable judgment itself. There is certainly a special market in Indonesia among creditors that have been frustrated by reluctant debtors and that will see the use of third-party funding as advantageous. From the third-party funder's perspective, it is worth noting that, in 2019, the Supreme Court of Indonesia issued guidelines to judges handling cases of enforcement of arbitral awards in Indonesia, and this was applauded as constituting both a directive to judges to comply strictly with standardised procedural rules of enforcement of arbitral awards and an effort to support Indonesia's image as an arbitration-friendly jurisdiction.

On a related note, the opportunities for third-party funders to tap into the Indonesian market through the banking sector would also bear further assessment. The high number of non-performing loans (NPLs) is a critical issue in the Indonesian banking sector, especially following the recent slowdown of the global economy attributable to the covid-19 pandemic. In practice, banks could choose to sell their NPLs to third parties (e.g., companies) as a relatively quick solution to their credit problems and to clean up their balance sheets. In

3 Henschke, Rebecca (2016), 'Indonesian seaweed farmers sue in major oil spill case'. Source https://www.bbc.com/news/business-37256064.

4 Supreme Court Circular Letter No. 2 of 2014 regarding Case Resolution in the Court of First Instance and Appeals in Four Fields of Justice.

a sense, this could be viewed as an investment opportunity for third-party funders, because it could be repaid as an obligation or any payment form agreed upon by the parties. The terms of the third-party funding agreement might also specify the transfer mechanism of the NPL, which would most likely be in the form of a transfer of receivables (cession).

Other countries in Asia, namely Japan, South Korea and Thailand, share the same position as Indonesia in that there is no regulatory framework prohibiting the use of third-party funding. From a broader perspective, the practice of third-party funding is slowly growing in other civil law countries (which also have no regulatory framework), such as Brazil, Egypt and Ukraine.

ii Arbitration

In Indonesia, there are currently various arbitration institutions that administer arbitration proceedings in the country, but the relevant arbitration rules are silent on the use of third-party funding.

The use of third-party funding is more prevalent in international arbitration, particularly in light of the substantially higher costs of such arbitration. In view of this, in maintaining their reputation as arbitration hubs, Singapore and Hong Kong have stayed abreast of developments by amending their regulatory frameworks to accommodate third-party funding.

Both Hong Kong and Singapore require the third-party funder to have a sufficient amount of capital and to disclose any third-party funding activities, particularly the existence of any funding and the identity of the funder.[5]

In contrast, arbitration in Indonesia is regulated under Law No. 30 Year 1999 regarding Arbitration and Alternative Dispute Resolution (the Arbitration Law), which contains no restrictions, or guidance, on the use of third-party funding for arbitration proceedings or for the enforcement of arbitral awards in Indonesia.

A third-party funder indisputably would not be a party to the arbitration agreement and would have no direct interest in the arbitration. In terms of coverage of funds, presumably the third-party funder would pay for the arbitral costs of the arbitration institution, the honorarium of the arbitrators, and the adverse costs (if any). Separately, the third-party funder would also cover the claimant's legal costs. Subsequently, there would be no correlation between the funds allocated to the arbitral tribunal and the advocates through the third-party funding agreement.

As an attempt to become a preferred seat of arbitration, Indonesia could consider permitting the use of third-party funding through a possible amendment of the Arbitration Law. In any event, Indonesian legislators must bear in mind that the realisation of the proceeds from an arbitral award is dependent upon the award's enforceability in the courts.

Indonesia is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. In the context of enforcement, there are no statutory provisions under Indonesian law that prohibit or preclude an arbitral award creditor from having a funding arrangement with a third-party funder to finance the enforcement of an arbitral award in Indonesia.

5 Article 44, Article 4.3 letter (i), Article 5.1 letter (g), Article 27.6 (i), and Schedule 4 (Emergency Arbitration Procedures) of the Administered Arbitration Rules of the Hong Kong International Arbitration Centre.

If Indonesia were to enact legislation on third-party funding, it is likely that Indonesia, as a new market, would adopt a similar approach to Hong Kong and Singapore in specifying the scope of disclosure and qualification requirements for third-party funders, to maintain the efficiency and fairness of proceedings.

iii Contingency fees

Contingency fee arrangements are not prohibited in Indonesia. Parties are permitted to engage advocates in Indonesia on a contingency basis and for honorarium payments based on the success of the case. Article 21 Paragraph 1 of the Advocates Law simply states that advocates are entitled to receive honorariums in return for legal services provided to their clients. The Code of Ethics provides that, in determining the fees, advocates or lawyers must take into consideration the client's financial ability, and that unnecessary expenses must not be imposed on the clients.

Legally speaking, advocates and their clients are free to agree on their preferred payment terms by taking into account the circumstances and complexity of the case. The types of payment may be in the form of a contingency fee arrangement, hourly fee, lump sum or other arrangement. Hence, third-party funding for dispute resolution based solely on success fees should be permissible.

III STRUCTURING THE AGREEMENT

Third-party funding agreements for dispute resolution actions are neither regulated nor prohibited under Indonesian law. In the absence of specific rules on third-party funding, the general principles of Indonesian contract law apply to third-party funding agreements. Indonesian contract law upholds the principles of freedom of contract and party autonomy. Funders and claimants are free to determine and structure the funding agreement, including choosing the governing law of the agreement.

On this basis, in principle, funders and claimants are free to structure the agreement as a purchase of the receivables or debt claim. Note that Article 1338 of the Indonesian Civil Code obliges contracting parties to carry out their obligations as agreed and in good faith.

In the absence of a regulatory framework, the parties have a relatively wide discretion in determining the terms and arrangements in the third-party funding agreement. The funder and the funded party may enter into an agreement that, among other things, specifies the former's financial reward for funding the litigation or arbitration, and sets further details of other terms and conditions, including exclusivity, withdrawal, confidentiality, pricing, settlement and liability for costs.

Furthermore, from the perspective of compliance with mandatory provisions under Indonesian law, note that Article 31 of Indonesian Law No. 24 Year 2009 on Flag, Language and Symbol of State and National Anthem (the Indonesian Language Law) stipulates that the Indonesian language must be used in a contract involving an Indonesian party, and if the agreement or contract involves a foreign party, then the agreement or contract may also be made in the national language of the foreign party or in the English language. The requirement is only for a contract to be made in the Bahasa Indonesia language. There is nothing that prevents a contract involving a foreign party from also being made in the English language (bilingual), and nothing to prevent the English-language version having priority over the Indonesian-language version.

The requirements under the Indonesian Language Law cannot be ignored when a party enters into a contract with an Indonesian counterparty, even if the contract is not governed by Indonesian law. This applies to any type of contract, including third-party funding agreements. The provisions under the Indonesian Language Law would be particularly relevant during the enforcement stage wherein compliance with applicable laws and regulations would be examined. Moreover, it is also prudent to have the Bahasa Indonesia language version to ensure that the third-party funding agreement is not vulnerable to challenges by any other party. For example, it is possible for a party to file a petition requesting an Indonesian court to declare the third-party agreement null and void for violating the Indonesian Language Law.

To protect the interest of the plaintiff or claimant, third-party funding agreements must set clear boundaries on the limits of the third-party funder's exercise of control over the strategic decisions that may be influenced by its interest in protecting its investment. At the same time, these boundaries could also protect the interest of the attorney in maintaining its position as the adviser and strategist for the case. To protect the interest of the funder, the third-party funding agreement could include a provision that requires the funded party to disclose information regarding its position, or other information that could impact the outcome of the case, whenever necessary.

IV DISCLOSURE

In addition to addressing the question of the permissibility of third-party funding, a question equally worthy of being addressed concerns the procedural means to ensure that the use of third-party funding is not compromised by conflicts of interest. Nowadays, it is common for individuals to switch hats as arbitrators and attorneys, especially given the relatively exclusive nature of the international arbitration community.

There is no requirement for disclosure of third-party funding (neither the existence of the agreement nor the funder's identity) in both court and arbitration proceedings in Indonesia. Judges and arbitrators are expected to be fully independent and impartial.

Indonesian law does not recognise the notion of discovery (commonly known as 'fishing expeditions'), whereby a party may require the other party to produce any document in their possession. Hence, a party would not be able to compel this type of discovery to reveal the existence of a third-party funding agreement. Instead, the parties must present evidence that is relevant to substantiate their respective claims before the courts or arbitration tribunals.

For guidance on conflicts of interest in arbitration proceedings, parties and arbitrators may refer to the 2014 International Bar Association Guidelines on Conflicts of Interest in International Arbitration. Most Indonesian legal practitioners are familiar with and respect this non-binding instrument.

V COSTS

With regards to the recoverability of legal costs, Indonesia does not adopt the 'costs follow the event' principle, whereby the losing party would be ordered to bear the winning party's legal costs. Indonesian law does not expressly prohibit the inclusion of legal costs as a component of losses that could be recovered, and similarly there is no prohibition on claiming for compensation of legal costs. In practice, however, Indonesian courts tend to reject claims

for compensation of legal costs by referring to an outdated Indonesian civil procedure rule that essentially allows parties to appear directly before the courts without the support of an advocate. Moreover, there is no regulatory provision for security for costs in Indonesia.

VI THE YEAR IN REVIEW

According to the Supreme Court's Annual Report in 2018,[6] there were 5,514,996 cases submitted to Indonesian general courts, of which 5,507,953 were decided and 4,372 were revoked. There has been a trend of an increase in the number of cases in Indonesian courts. Overall, in 2018, the number of cases received by Indonesian courts increased by 13.27 per cent compared with 2017, and the number of cases decided increased by 14.21 per cent in the same year. This presents a relatively large pool of cases for the third-party funding market.

According to the most recent data published by the Indonesian National Board of Arbitration (BANI), the number of arbitration cases submitted has increased exponentially since 1977, when the Board was established.

The current market is largely affected by the impact of the covid-19 pandemic. As the global and Indonesian economies are experiencing a downturn, it is also important to consider the work of different institutions of the economy, and this includes the courts and arbitral institutions.

The Supreme Court of Indonesia issued several circular letters that principally impose travel restrictions on court officials, implement social distancing and health protocols and encourage the use of the electronic court system (the e-court). The use of the e-court is also in line with Supreme Court Regulation No. 1 of 2019 regarding the Electronic Administration of Cases and Proceedings in Courts. This Regulation covers electronic registration (including electronic filling of claims and electronic payment of court fees) and electronic summonses and electronic litigation. Furthermore, in anticipation of the impact of the covid-19 pandemic, the BANI Arbitration Center issued a decree allowing parties to submit the statement of claim electronically and to conduct arbitration proceedings virtually.

On the basis of the technical guidelines in Supreme Court Decision No. 129/KMA/SK/VIII/2019 of 13 August 2019, court proceedings can now be conducted electronically, including the exchange of court documents between disputing parties and the pronouncement of judgments.

Indonesia's devotion to the development of an electronic court system for both court and arbitration, with the promise of faster and more effective proceedings, could be perceived as a unique selling point for third-party funders. In view of the circumstances outlined above stemming from covid-19, Indonesia could be said to offer low-cost infrastructure for litigation and arbitration.

On 4 March 2019, Indonesia and Australia signed the Australia-Indonesia Comprehensive Economic Partnership Agreement (IA-CEPA) to dismantle trade barriers and expand investment. As both countries have ratified the instrument, IA-CEPA officially

6 2018 Annual Report of the Supreme Court of the Republic of Indonesia, pp. 72–74.

entered into force on 5 July 2020. Under Chapter 14 of IA-CEPA Section B, regarding investor–state dispute settlement, arbitration of investment disputes under IA-CEPA allows the disputing investor to use third-party funding. Specifically, Article 14.32 states:

> *1. If there is third party funding, the disputing investor benefiting from it shall notify to the disputing Party and to the tribunal, or where the tribunal is not established, to the Appointing Authority of the tribunal, the name and address of the third party funder.*
> *2. Such notification shall be made at the time of submission of a claim, or, where the financing agreement is concluded or the donation or grant is made after the submission of a claim, without delay as soon as such agreement is concluded or the donation or grant is made.*
> *3. If a disputing investor fails to disclose third party funding under this Article, the tribunal may order the suspension or termination of the proceedings.*

This provision obliges investors to disclose any third-party funding, at the time of the claim, either to the Secretary General of the International Centre for Settlement of Investment Disputes (ICSID) or the Secretary General of the Permanent Court of Arbitration (for ICSID arbitration or UNCITRAL arbitration respectively) as the chosen forums.

Indonesia, as an ICSID contracting state that faced seven claims as respondent,[7] proposed an amendment of the ICSID Arbitration Rules to include a provision on the disclosure of third-party funding for nationals of a contracting state. In particular, Indonesia proposed that a disclosure obligation be imposed only in relation to investors (claimants) to prevent frivolous claims, noting that host states are unable to initiate a claim against investors who are nationals of another contracting state. Furthermore, Indonesia proposed that the scope of disclosure should reveal the details of the third-party funding arrangement, not merely its existence. The rationale behind this would be to allow identification of the entity with ownership and control over the claims and the likelihood of the third-party funder paying adverse costs if this were ordered against the claimant. This enhancement of the scope of disclosure would also be relevant to a consideration of an investment arbitration award's substantial consequences for the public of the state.

In this context, and despite the absence of a third-party funding regime of its own, Indonesia has displayed extensive understanding of the mechanisms and potential risks of third-party funding.

VII CONCLUSIONS AND OUTLOOK

It is still unknown whether Indonesia will follow in the bold footsteps of neighbouring countries such as Singapore and Australia and decide to expressly permit third-party funding. In the event that Indonesia decides to enact legislation on third-party funding in the near future, one could presume that the country's participation in investment agreements would be one of the driving factors that would prompt such a decision.

For now, the prevailing regulatory conditions in Indonesia seem to be more supportive than discouraging in welcoming individuals or entities to develop the third-party funding

7 United Nations Conference on Trade and Development 'Investment Dispute Settlement Navigator: Indonesia: Cases as Respondent State'. Source https://investmentpolicy.unctad.org/investment-dispute-settlement/country/97/indonesia.

market. The absence of a legal regime provides a sense of flexibility, allowing parties to pick and choose the terms of their third-party funding agreements, as long as these are in accordance with applicable Indonesian laws and regulations.

Third-party funders will, of course, take into account a handful of factors before making their decision to fund a plaintiff or a claimant in a dispute. Specifically, they are interested in being well informed on the merits of the claim to assess the likelihood of success, the opposing party's ability to meet its claims and, undoubtedly, whether the country's legal system is supportive and its ability to enforce judgments and arbitral awards. The last of these factors would be significant as funders will require certainty on the return of their investments from the proceeds arising from the judgments or arbitral awards.

That being the case, Indonesia is also tasked with consistently increasing the effectiveness and efficiency of its courts as part of its efforts in attracting investments in the form of third-party funding.

Appendix 1

ABOUT THE AUTHORS

TONY BUDIDJAJA

Budidjaja International Lawyers

Tony Budidjaja is an internationally recognised expert in international and domestic arbitration and cross-border commerce relating to bankruptcy and corporate restructuring; construction, infrastructure, and project financing; environment, energy, and natural resources; and real estate and hotels. He is one of the few legal practitioners in Indonesia who is qualified as both capital market legal consultant and tax court attorney.

He has been involved in national and international dispute resolution for over 22 years. He has also served as expert and arbitrator in numerous international and domestic arbitration proceedings conducted pursuant to the rules of arbitration maintained by, among others, AIAC, UNCITRAL, ICC, SIAC, LCIA and ICA. Moreover, he also appeared as an expert before the Federal Court of Australia and is currently assisting the United States Department of Justice (DOJ) in several matters relating to Indonesian jurisdiction.

Tony is a Fellow of the Chartered Institute of Arbitrators (FCIArb), the Singapore Institute of Arbitrators (SIArb) and a fellow of the Asian Institute of Alternative Dispute Resolution (AIADR). Additionally, he sits on the panel of approved mediators and arbitrators of domestic and international dispute resolution institutions, including, among others: the Asian International Arbitration Centre (AIAC, formerly KLRCA); the Indonesian Commodities Arbitration Body (BAKTI); the Indonesian National Board of Arbitration (BANI); and the Conflict Resolution Unit (CRU) of the Indonesia Business Council for Sustainable Development (IBCSD). Tony has also been admitted as a member of the Panel of Arbitrators of the Singapore Chamber for Maritime Arbitration (SCMA). He is a registered foreign lawyer in the Singapore International Commercial Court (SICC) and was recently admitted as a member of the International Fiscal Association (IFA). Most recently, he was added to the Hong Kong International Arbitration Centre (HKIAC) List of Arbitrators.

NARADA KUMARA

Budidjaja International Lawyers

At Budidjaja International Lawyers (BIL), Narada Kumara focuses his practice on bankruptcy and restructuring, litigation and arbitration.

Narada has extensive experience in representing multinational corporations and local companies in court-assisted debt restructuring processes (commonly known as the suspension of payment process – PKPU), and insolvency and bankruptcy litigation

before the Indonesian Commercial Court, as well as in out-of-court debt and company restructurings. He has represented both lenders and companies in PKPU and insolvency and bankruptcy proceedings.

Narada has also represented clients in complex commercial dispute resolution matters, including litigation and arbitration proceedings, with clients from various business sectors, including private equity, banking and finance, healthcare and pharmaceuticals, insurance, IT, telecommunications and media, environmental and natural resources, real estate and hotels, and construction.

Narada has been acknowledged as a Rising Star lawyer for restructuring and insolvency, and for dispute resolution and litigation, by *Asialaw Leading Lawyers 2018*. He has been admitted to practise in Indonesian courts and is also a member of the Indonesian Bar Association (PERADI) and the ICC YAF (Young Arbitrators Forum).

Narada graduated *cum laude* with a Bachelor of Laws degree from the Faculty of Law of Padjadjaran University.

Narada speaks Bahasa Indonesia and English.

REYNALDA BASYA ILYAS

Budidjaja International Lawyers

Reynalda Basya Ilyas' areas of practice include commercial dispute resolution; construction, infrastructure and project finance. She has been involved in advising clients from various business sectors, including private equity, state-owned industry, and oil and gas, as well as foreign public institutions.

Reynalda has had ample experience of assisting numerous domestic and multinational companies in proceedings before the Indonesian National Board of Arbitration (BANI) and Indonesian courts, in wide-ranging matters, including general commercial issues, probate disputes and state administrative and employment disputes.

At Budidjaja International Lawyers, she also has experience in advising and assisting clients in cases concerning the enforcement of arbitral awards, both national and international. Reynalda has handled diverse cases and clients, including criminal cases and disputes pertaining to distribution agreements, environmental damage, data protection, and construction, and cases in the aviation business sector as well. She also assisted a governmental executive department in several matters relating to Indonesian jurisdiction.

Reynalda graduated from Pelita Harapan University with a Bachelor of Laws degree, majoring in business law. She is a member of Indonesian Bar Association (PERADI) and is admitted to practise law in Indonesian courts.

Reynalda speaks Bahasa Indonesia and English.

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