



The first 24 hours: benefit of SCMA for maritime claims in Indonesia

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When a collision, grounding or oil spill occurs in Indonesian waters, the first twenty-four hours are about people rather than paperwork. The Harbour Master, the Water Police and the local environmental agency arrive quickly, and their first impressions often shape the trajectory of the matter. Once formed, these impressions can be difficult to undo.

For shipowners and insurers operating under contracts with an SCMA arbitration clause, this early stage is particularly sensitive. The clause provides an orderly, reliable path for eventual dispute resolution; yet on the ground, events unfold at a speed and rhythm that are rarely tidy. It is important to engage with a lawyer whose immediate task is to safeguard the client's interests within a landscape where statutory law, procedural custom and local discretion overlap.

On the ground

Once the fieldwork transitions to formal procedure, the Indonesian lawyer coordinates with officials, gathering records, establishing the context and ensuring that the client's account is understood.

- The Harbour Master (*Syahbandar*) controls vessel movements and prepares reports for the Ministry of Transport.
- The Water Police (*Polair*) often initiate investigations when damage or casualties are alleged.
- The local Environment Agency becomes involved if oil, coal or other cargo has entered the water.

If necessary, BASARNAS is responsible for providing emergency rescue services. KNKT conducts the technical accident investigation while insurers and shipowners handle compensation claims. These are parallel concerns, and one must navigate all of them while working to prevent the prolonged detention of ship or crew.

Navigating the system

Each port in Indonesia has its own tempo. A Harbour Master in one port may be pragmatic and solution-focused; another may follow formal sequence and paperwork more strictly. Documents may move slowly; decisions may depend as much on understanding and rapport as on legal argument. The process is not chaotic, but it is varied: in this environment, cooperation and credibility matter. A calm and attentive approach in the early stages can prevent positions from hardening and leave room for pragmatic settlement later.

Diverging paths

Once the facts are recorded and the immediate response stabilised, the matter can fork along several routes: if the parties remain conciliatory, issues may be resolved through negotiation, prompt compensation and clearance of the vessel. If the atmosphere becomes adversarial, the path fragments:

- Civil litigation in Indonesian courts;
- Criminal investigation for pollution or negligence;
- Local arbitration under Indonesian rules; or
- Foreign arbitration, ideally at SCMA if the contract so specifies.

Parallel or satellite proceedings are common. A criminal investigation may proceed while arbitration is ongoing; civil claimants may initiate actions in other forums. Coordination between local and foreign counsel is not merely useful; it is critical to avoid contradictory strategies and unintended consequences.

Ship arrest in Indonesia

Ship arrest is available under Indonesian law, but, in practice, it is far less commonly used than in jurisdictions with dedicated admiralty rules. The *2008 Shipping Law* permits courts to order the detention of a vessel to secure maritime claims. However, execution of an arrest order depends on the Harbour Master, who holds statutory authority over vessel movements. As a result, the court's order must be channelled through an administrative process that can introduce delay or uncertainty, particularly where documentation is incomplete or the claim does not fit neatly with local procedures.

For many claimants, the challenge is not the legal basis for arrest but the practical steps required to implement it quickly. In busy ports, clearance and departure processes can move faster than the administrative machinery needed to hold a vessel in place. This creates a practical risk that the ship may sail before the arrest is effectively executed.

As a result, ship arrest in Indonesia is often regarded as a remedy of last resort rather than a first-line strategy. Commercial negotiation, security arrangements or guarantees arranged through shipowners or P&I correspondents are far more common. Where an arrest is pursued, preparation must be thorough, supporting documents complete and coordination with local authorities well-established. In some cases, practitioners may advise pursuing a civil lawsuit and treating the vessel as an asset within that claim, rather than relying on a formal arrest procedure.

A SCMA clause would not enlarge arrest rights or override Indonesian law; however, the arrest can be framed as a form of security for subsequent arbitration.

What makes Indonesia different

Unlike Singapore, Indonesia's maritime enforcement and dispute resolution system is dispersed across diverse regions and agencies. The geography alone creates variation in approach and pace.

The law supplies the framework, but human interaction, timing and the manner in which one presents the case often determine how quickly matters conclude.

Final word

For shipowners, charterers and insurers operating in Indonesian waters, early engagement with a capable local lawyer is essential, not optional. And when the contract includes an SCMA arbitration clause, that clause serves as the compass after the initial storm has passed, guiding the parties toward a settled, predictable resolution of what began as an urgent crisis at sea.

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