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# Arbitral Forum Selection in Indonesia–Singapore Natural Gas Disputes: A Comparative Analysis of Contractual Relationships and Institutional Jurisdiction

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**ABSTRACT**
*The Indonesian Government's decision to reduce natural gas supplies to Singapore raises questions regarding the contractual relationships between the parties and the appropriate mechanisms for resolving potential disputes. This research examines how the underlying contractual relationships should be classified, particularly as business-to-business (B2B) or business-to-government (B2G) arrangements, and identifies the arbitral institutions and dispute resolution mechanisms legally available under Indonesian and Singaporean law. Employing a comparative doctrinal legal method, this study analyses relevant legislation, international legal instruments, contractual principles, and arbitration rules. It evaluates the applicability of institutional arbitration through the Singapore International Arbitration Centre (SIAC), the International Chamber of Commerce (ICC), and the Badan Arbitrase Nasional Indonesia (BANI), as well as UNCITRAL ad hoc arbitration and ICSID investment arbitration, based on the parties' legal status, contractual relationships, arbitration agreements, and applicable jurisdictional requirements. The research develops a legal framework for determining the appropriate arbitral forum in cross-border natural gas disputes, demonstrating that forum selection depends not merely on the parties' nationality or state ownership, but principally on the nature of the legal relationship and the existence of a valid basis for arbitral jurisdiction.*

**ABSTRACT**
Keputusan Pemerintah Indonesia untuk mengurangi pasokan gas alam ke Singapura menimbulkan pertanyaan mengenai hubungan kontraktual antara para pihak serta mekanisme yang tepat untuk menyelesaikan potensi sengketa. Penelitian ini mengkaji bagaimana hubungan kontraktual yang mendasari transaksi tersebut seharusnya diklasifikasikan, khususnya sebagai hubungan bisnis-ke-bisnis (business-to-business atau B2B) maupun bisnis-ke-pemerintah (business-to-government atau B2G), serta mengidentifikasi lembaga arbitrase dan mekanisme penyelesaian sengketa yang tersedia secara hukum berdasarkan hukum Indonesia dan Singapura. Dengan menggunakan metode penelitian hukum doktrinal komparatif, penelitian ini menganalisis peraturan perundang-undangan yang relevan, instrumen hukum internasional, prinsip-prinsip kontrak, dan aturan arbitrase. Penelitian ini mengevaluasi kemungkinan penggunaan arbitrase institusional melalui Singapore International Arbitration Centre (SIAC), International Chamber of Commerce (ICC), dan Badan Arbitrase Nasional Indonesia (BANI), serta arbitrase ad hoc berdasarkan Aturan Arbitrase UNCITRAL dan arbitrase investasi berdasarkan Konvensi ICSID. Evaluasi tersebut didasarkan pada status hukum para pihak, hubungan kontraktual, perjanjian arbitrase, dan persyaratan yurisdiksi yang berlaku. Penelitian ini mengembangkan kerangka hukum untuk menentukan forum arbitrase yang tepat dalam sengketa pasokan gas alam lintas negara. Hasil penelitian menunjukkan bahwa pemilihan forum arbitrase tidak semata-mata ditentukan oleh kewarganegaraan atau kepemilikan negara atas suatu badan usaha, melainkan terutama oleh sifat hubungan hukum yang mendasari transaksi dan keberadaan dasar yurisdiksi arbitrase yang sah.

## INTRODUCTION

The Indonesian Government's decision to reduce natural gas supplies to Singapore raises important questions about the relationship between governmental energy policy and existing cross-border commercial obligations. On 24 October 2026, Indonesia reduced its pipeline gas exports to Singapore by 31 million standard cubic feet per day (MMSCFD), redirecting supplies

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from Natuna and Sumatra to meet domestic electricity demand.[1] Although the Indonesian Government maintained that the reduction remained within the minimum contractual supply obligations, Singapore's Ministry of Trade and Industry stated that its gas importer, Gas Supply Pte Ltd (GSPL), would engage its Indonesian suppliers to determine whether the reduction constituted a breach of contract and, if so, pursue the remedies provided under the relevant agreements.[2]

Existing scholarship has examined international arbitration, state involvement in commercial relationships, and disputes arising from cross-border energy transactions from different perspectives. Gary B. Born identifies party autonomy and the arbitration agreement as fundamental elements establishing the jurisdiction of international arbitral tribunals.[3] In the energy sector, Steven Finizio and Michael Howe examine the contractual structures and disputes arising from international gas supply transactions, particularly long-term supply agreements and their associated contractual obligations.[4] Research on state involvement in arbitration further explores the legal distinction between states and state-owned enterprises. Mark McLaughlin examines the characteristics of state-owned enterprises in international investment agreements, while Carlo De Stefano analyses the extension of arbitration agreements and the legal implications of arbitrating with states and state-owned enterprises.[5] In the Indonesia–Singapore context, Gary F. Bell examines conflicts of laws and jurisdiction in Indonesia-related arbitrations seated in Singapore.[6] Although these studies provide important foundations, further analysis is needed to integrate contractual classification, governmental involvement, and the legal availability of arbitral forums within the specific context of cross-border natural gas supply disputes.

Against this background, this research addresses two questions: first, how should the contractual relationship underlying Indonesia–Singapore natural gas disputes be legally classified, particularly in distinguishing business-to-business (B2B) from business-to-government (B2G) arrangements? Second, which arbitral institutions and dispute resolution mechanisms may be legally available, and under what conditions can each be used based on the contractual relationship, arbitration agreement, and applicable legal framework? This research employs a comparative doctrinal legal method by examining relevant Indonesian and Singaporean legislation, international legal instruments, contractual principles, and arbitration rules. It argues that the determination of an appropriate arbitral forum requires an examination of the legal identity and capacity of the parties, the nature of their contractual relationship, the existence and scope of an arbitration agreement, and the jurisdictional requirements governing each dispute resolution mechanism.

The discussion focuses on the legal classification of natural gas supply arrangements and the conditions governing access to international dispute resolution mechanisms. It examines institutional arbitration through the Singapore International Arbitration Centre (SIAC), the International Chamber of Commerce (ICC), and the Badan Arbitrase Nasional Indonesia (BANI), alongside ad hoc arbitration under the UNCITRAL Arbitration Rules and investment arbitration

[1] See Reuters, "Indonesia Cuts Pipeline Gas Exports to Singapore by About 9%," October 24, 2026; The Jakarta Post, "Indonesia, Singapore at Odds as Gas Export Cut Raises Energy Concerns," October 25, 2026.
[2] See Ministry of Trade and Industry, Singapore, "Remarks by Minister Tan See Leng at the Media Doorstop on Indonesia Gas Exports," October 25, 2026; Kiki Siregar, "Indonesia Says Gas Export Cuts to Singapore Within Contractual Limits, Pledges to Honour Obligations," Channel NewsAsia, October 26, 2026.
[3] Gary B. Born, International Commercial Arbitration, 3rd ed. (Alphen aan den Rijn: Kluwer Law International, 2021).
[4] Steven Finizio and Michael Howe, "Gas Supply Transactions and Disputes," in *International Arbitration in the Energy Sector*, ed. Maxi Scherer (Oxford: Oxford University Press, 2018), 58–85.
[5] See Mark McLaughlin, "Defining a State-Owned Enterprise in International Investment Agreements," *ICSID Review – Foreign Investment Law Journal* 34, no. 3 (2020): 595–625; Carlo De Stefano, "Arbitrating with States and State-Owned Enterprises: Extension of the Scope of the Arbitration Agreement and Enforcement of Awards on State Assets," *BCDR International Arbitration Review* 9, no. 2 (2022): 271–300.
[6] Gary F. Bell, "Conflicts of Laws and Jurisdictions in Indonesia-related Arbitrations Seated in Singapore – Perspectives From The Tribunal," *Indonesia Law Review* 12, no. 1 (2022).

under the ICSID Convention, where applicable. Particular attention is given to the distinction between commercial contractual disputes and disputes involving governmental authority or investment protection. By connecting contractual classification with the legal requirements governing arbitral jurisdiction, this research seeks to develop a structured framework for determining which arbitral institutions and mechanisms are legally available for resolving cross-border natural gas disputes involving Indonesia and Singapore.

## RESEARCH METHOD

This research employs a comparative doctrinal legal method to examine the legal framework governing Indonesia–Singapore natural gas disputes and the availability of international arbitration mechanisms. The research focuses on three principal legal objects: the contractual relationships underlying natural gas supply arrangements, the arbitration frameworks in Indonesia and Singapore, and the jurisdictional requirements of relevant arbitral institutions and dispute resolution mechanisms. As a doctrinal study, this research does not involve human respondents; instead, it examines primary legal materials, including national legislation, international conventions, contractual provisions, judicial decisions, and institutional arbitration rules. Secondary legal materials, comprising scholarly books, peer-reviewed journal articles, and academic commentaries on international commercial arbitration, state-owned enterprises, and energy disputes, are also examined to support the analysis.[7]

Legal materials are collected through library research and documentary analysis by identifying, collecting, and reviewing relevant legislation, international legal instruments, contractual documents, institutional arbitration rules, judicial decisions, and academic publications. The collection process prioritizes materials directly relevant to the classification of contractual relationships and the legal requirements for initiating arbitration in cross-border natural gas disputes. Particular attention is given to the availability of relevant contractual provisions, especially those concerning the identity and legal capacity of the parties, contractual obligations, dispute resolution clauses, and applicable law.

The collected legal materials are analysed qualitatively through legal interpretation and comparative analysis. First, the contractual relationships are examined to distinguish business-to-business (B2B), business-to-government (B2G), and other relevant arrangements based on the parties' legal status, contractual capacity, and underlying agreements. Second, the legal requirements for accessing different arbitration mechanisms are assessed by examining the existence and scope of arbitration agreements, applicable law, arbitral jurisdiction, and the relevant jurisdictional conditions. Third, the Indonesian and Singaporean legal frameworks are compared to identify similarities, differences, and their implications for arbitral forum selection.[8] The analysis evaluates the potential applicability of institutional arbitration through SIAC, ICC, and BANI, UNCITRAL ad hoc arbitration, and ICSID investment arbitration, subject to their respective legal and jurisdictional requirements. The findings are subsequently synthesized into a legal framework for determining the availability and appropriateness of arbitral forums in cross-border natural gas disputes.

[7] Peter Mahmud Marzuki, *Penelitian Hukum*, edisi revisi (Jakarta: Kencana, 2017); Terry Hutchinson, *Researching and Writing in Law*, 3rd ed. (Sydney: Thomson Reuters, 2010).
[8] Konrad Zweigert and Hein Kötz, *An Introduction to Comparative Law*, 3rd ed., trans. Tony Weir (Oxford: Oxford University Press, 1998).

## RESULTS AND DISCUSSION

### Legal Characterization of Indonesia–Singapore Natural Gas Disputes

The legal characterisation of Indonesia–Singapore natural gas supply arrangements requires distinguishing between upstream production contracts and commercial gas supply agreements. Under Law No. 22 of 2001, as interpreted by the Constitutional Court in Decision No. 36/PUU-X/2012, upstream activities are conducted under Cooperation Contracts within the state's regulatory and management framework. These contracts govern the relationship between the state and upstream contractors, including the management and exploitation of natural gas resources. By contrast, a Gas Sales Agreement (GSA) regulates the commercial relationship between the seller and the buyer. Accordingly, the existence of a PSC does not establish that the Government is a party to a GSA or that an upstream contractor is necessarily the contractual seller.[9]

The distinction is particularly relevant in Indonesia's multi-party gas supply structure. MedcoEnergi's announcement of 21 May 2025 concerning a domestic gas swap arrangement identified several entities involved in the supply of gas to Singapore and its subsequent allocation to domestic buyers. These included Medco E&P Natuna Ltd., Medco E&P Grissik Ltd., Premier Oil Natuna Sea B.V., Star Energy (Kakap) Ltd., PetroChina International Jabung Ltd., Pertamina, PGN, Sembcorp Gas, and Gas Supply Pte Ltd. The announcement also referred to separate arrangements for cross-border supply and domestic gas sales. This illustrates that upstream contractors, operators, commercial suppliers, buyers, and coordinating entities may occupy different legal positions. The announcement is therefore relevant as evidence of the multi-party structure of the Indonesian gas supply sector, but it cannot conclusively establish the contractual configuration governing the 2026 reduction.[10]

The available public statements provide a more direct indication of the commercial relationship affected by the reduction. On 25 October 2026, Singapore's Ministry of Trade and Industry stated that GSPL's gas supplies from Indonesia were governed by commercial contracts with Indonesian suppliers. The Ministry further indicated that GSPL would engage those suppliers to determine whether a contractual breach had occurred and pursue available contractual remedies. This supports the commercial character of the immediate supply relationship, although the identities of all suppliers and the terms of the relevant GSAs remain undisclosed.[11]

The Government's involvement must be assessed separately from these commercial relationships. Article 4 of Law No. 22 of 2001 establishes state control over oil and natural gas resources, while Article 8(1) requires the Government to prioritise natural gas utilisation for domestic needs. In October 2026, SKK Migas explained that gas from Natuna and Sumatra was being redirected to meet domestic requirements, particularly electricity demand. The Ministry of Energy and Mineral Resources subsequently reported a reduction of approximately 31 BBTUD and maintained that the adjustment remained within the minimum supply requirements under existing contracts. The Government presented the measure as an adjustment within the supply flexibility of existing long-term supply arrangements, rather than the termination of those contracts through a new decree.[12]

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[9] Republic of Indonesia, Law No. 22 of 2001 on Oil and Natural Gas, arts. 4, 6, and 11.
[10] PT Medco Energi Internasional Tbk, "MedcoEnergi Signs Multi-Party Domestic Gas Swap Agreement," 21 May 2025.
[11] Ministry of Trade and Industry, Singapore, "Remarks by Minister Tan See Leng."
[12] Ministry of Energy and Mineral Resources of the Republic of Indonesia, "Pangkas Ekspor Gas 8 Persen, Bahlil: Tak Ada Kontrak yang Dilanggar," October 26, 2026, https://www.esdm.go.id/en/media-center/news-archives/pangkas-ekspor-gas-8-persen-bahlil-tak-ada-kontrak-yang-dilanggar, accessed on 02/11/2026.

Nevertheless, the Government's statutory authority to prioritise domestic utilisation must be distinguished from the contractual obligations of suppliers. The Government's assertion that the reduction remained within the minimum contractual threshold cannot be independently verified because the relevant GSAs are commercially confidential and have not been made publicly available. Consequently, the available evidence does not establish either contractual compliance or breach. Nor does the Government's regulatory involvement automatically make it a party to the commercial supply agreements.

For analytical purposes, three possible contractual configurations are therefore distinguished: (i) business-to-business (B2B), involving separate commercial entities; (ii) business-to-government (B2G), where a governmental entity is itself a contracting party; and (iii) government-to-government (G2G), based on an intergovernmental instrument. These are analytical scenarios rather than established descriptions of the undisclosed agreements. Their distinction determines the legal framework and dispute resolution mechanisms that may be available.

**Legal Framework for Dispute Resolution under Different Contractual Arrangements**

The availability of arbitration depends on the nature of the underlying legal relationship, the capacity of the parties, and their consent to submit disputes to arbitration. In a B2B arrangement, a dispute arising from a GSA—such as disagreement over delivery quantities, payment obligations, or contractual performance—would generally constitute a commercial dispute. Under Article 5(1) of Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, disputes in the field of trade concerning rights fully controlled by the parties may be submitted to arbitration through a written arbitration agreement.[13] The validity and scope of that agreement, together with the applicable law and seat of arbitration, determine the tribunal's jurisdiction and the procedural framework.

In a B2G arrangement, commercial arbitration may also be available where a governmental entity has entered into the contract in its own legal capacity and validly consented to arbitration. However, state ownership or regulatory involvement alone does not establish that the Government is a contracting party. A state-owned enterprise generally has a legal personality distinct from the state, and its contractual obligations should not automatically be attributed to the Republic of Indonesia. The attribution of conduct to a state under Articles 4, 5, and 8 of the International Law Commission's Articles on State Responsibility is a separate question from identifying the parties to a contract.[14] Moreover, consent to arbitration must be distinguished from immunity issues that may arise during enforcement.

Investment arbitration under the ICSID Convention is a further, but conditional, possibility in certain B2G disputes. Article 25 requires a legal dispute arising directly out of an investment between a Contracting State and a national of another Contracting State, together with written consent to ICSID jurisdiction. A commercial GSA dispute does not automatically satisfy these requirements merely because it involves a foreign company or the natural gas sector.[15]

A G2G arrangement engages a different legal framework. Where the obligation arises from an agreement between Indonesia and Singapore, the availability of arbitration depends on the states' consent under the relevant international instrument or a subsequent special agreement. Article 33 of the UN Charter identifies arbitration among the peaceful means of resolving international disputes but does not independently confer jurisdiction on an arbitral tribunal.[16]

[13] Republic of Indonesia, Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, arts. 3 and 5(1).
[14] International Law Commission, *Articles on Responsibility of States for Internationally Wrongful Acts*, 2001, arts. 4, 5, and 8.
[15] Convention on the Settlement of Investment Disputes between States and Nationals of Other States, 1965, art. 25.
[16] Charter of the United Nations, art. 33.

Accordingly, neither the existence of a cross-border supply dispute nor the Government's involvement in domestic gas allocation establishes that an inter-state arbitration mechanism is available.

The enforcement regime must also be distinguished according to the type of award. Commercial awards falling within the scope of the 1958 New York Convention are subject to its recognition and enforcement framework, including the grounds for refusal under Article V.[17] ICSID awards, by contrast, are governed by Articles 53–55 of the ICSID Convention, with Article 55 preserving applicable rules on immunity from execution.[18] Thus, the underlying relationship determines not only the possible jurisdictional basis but also the legal regime governing the resulting award.

**Arbitral Forum Selection: Available Institutions and Dispute Resolution Mechanisms**

The selection of an arbitral forum depends on the parties' agreement and the legal character of the dispute. SIAC, ICC, and BANI are arbitral institutions that administer proceedings under their respective rules. UNCITRAL, by contrast, provides procedural rules that parties may adopt for ad hoc arbitration; it is not an arbitral institution. The Permanent Court of Arbitration (PCA) may provide administrative or appointing authority services under an applicable framework, including certain UNCITRAL proceedings. None of these mechanisms has jurisdiction merely because a dispute concerns Indonesian gas exports.

Table 1. Comparative Overview of Arbitral Institutions and Dispute Resolution Mechanisms Available for Indonesia–Singapore Natural Gas Disputes

| **Forum or mechanism** | **B2B** | **B2G** | **G2G** |
|---|---|---|---|
| SIAC | Available with valid agreement | Available with valid consent and capacity | Not ordinarily applicable to sovereign disputes |
| ICC | Available with valid agreement | Available with valid consent and capacity | Only where states expressly adopt an applicable framework |
| BANI | Available with valid agreement | Available with valid consent and capacity | Not ordinarily applicable |
| UNCITRAL Rules | Available through agreement to ad hoc arbitration | Available with valid consent | Available if states expressly consent |
| ICSID | Not applicable merely because of a GSA | Only if Article 25 requirements are satisfied | Not available for disputes between two states |
| PCA | May administer or support proceedings if agreed | May support proceedings under an applicable framework | May support inter-state arbitration based on state consent |
| ICJ | Not available to private commercial parties | Not a forum for ordinary contractual | Available only where a recognised basis of state consent exists |

[17] Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958, arts. I and V.
[18] ICSID Convention, arts. 53–55.

| | | | |
|---|---|---|---|
| | | claims by private entities | |

For B2B arrangements, the principal possibilities are institutional arbitration under SIAC, ICC, or BANI, or ad hoc arbitration under the UNCITRAL Rules, depending on the GSA. In B2G arrangements, these mechanisms may remain available if the governmental entity has the requisite legal capacity and has validly consented. ICSID is relevant only where the dispute independently satisfies the Convention's investment and jurisdictional requirements. In G2G arrangements, arbitration supported by the PCA or judicial settlement before the International Court of Justice may be considered, subject to the states' consent. The ICJ must not, however, be classified as an arbitral institution.

The available evidence does not identify the arbitration clauses contained in the GSAs or establish that an intergovernmental agreement governs the October 2026 supply reduction. Therefore, no particular institution can presently be identified as the forum selected by the parties. The decisive consideration remains the legal instrument giving rise to the disputed obligation, the identity and capacity of its parties, and the scope of their consent to dispute resolution. This demonstrates that the availability of international arbitration in natural gas supply disputes cannot be determined solely by reference to the commercial importance of the transaction or the involvement of a state authority; it must be established through the applicable contractual or international legal framework.

## CONCLUSION

This study demonstrates that the availability of international arbitration in disputes arising from cross-border natural gas supply arrangements cannot be determined solely by the involvement of parties from different jurisdictions or by the economic and political significance of the underlying transaction. Rather, it depends fundamentally on the legal character of the contractual relationship, the identity and legal capacity of the parties, and the existence and scope of a valid arbitration agreement. The distinction between business-to-business (B2B), business-to-government (B2G), and government-to-government (G2G) arrangements is therefore not merely classificatory. It determines the applicable legal framework, the potential basis of arbitral jurisdiction, and the mechanisms through which a resulting award may be recognised and enforced.

The analysis further highlights the importance of distinguishing the State's regulatory authority from the contractual obligations of commercial entities. Indonesia's authority to prioritise domestic natural gas utilisation under its national legal framework does not, by itself, establish the Government as a party to the relevant gas supply agreements, automatically modify the suppliers' contractual obligations, or determine the existence of a contractual breach. The October 2026 reduction in gas supplies to Singapore illustrates this distinction. Although the Government characterised the adjustment as falling within the minimum supply limits of existing contractual arrangements, the confidential nature of the relevant agreements prevents an independent assessment of whether the reduction complied with their specific terms. Consequently, the legal consequences must be evaluated through the applicable contractual provisions and the legal position of each contracting entity, rather than inferred solely from the Government's public justification.

The principal contribution of this study lies in establishing a relationship-based approach to the selection of dispute resolution mechanisms in cross-border energy transactions. It shows that arbitral institutions such as SIAC, ICC, or BANI, as well as ad hoc arbitration under the

UNCITRAL Arbitration Rules, are not interchangeable forums that become available merely because a dispute has an international dimension. Their availability depends on the parties' consent, the arbitration agreement, and the applicable legal framework. Similarly, investment arbitration under the ICSID Convention requires the fulfilment of specific jurisdictional conditions and cannot be presumed to cover an ordinary dispute arising from a gas sales agreement. Inter-state mechanisms, including proceedings before the International Court of Justice, likewise require an independent basis of State consent. The selection of a forum must therefore follow, rather than precede, the legal identification of the relationship giving rise to the dispute.

These findings have broader implications for the governance of cross-border energy trade. The case illustrates how domestic energy-security policies may intersect with private contractual commitments and international commercial expectations. For States and commercial participants, legal certainty requires more than a clear allocation of gas volumes. It also requires transparent contractual arrangements concerning minimum delivery obligations, supply flexibility, domestic allocation priorities, force majeure, and dispute resolution. For Indonesia in particular, the effective exercise of domestic regulatory authority should be accompanied by contractual and institutional arrangements that clarify how public-interest measures interact with existing commercial obligations. Such clarity is important not only for managing individual disputes but also for maintaining confidence in the reliability of cross-border energy supply relationships.

Ultimately, the central lesson is that the availability of international arbitration in cross-border natural gas disputes is determined by the legal architecture of the transaction, not simply by its political or economic context. By placing contractual characterisation at the starting point of the analysis, this study provides a framework for identifying the appropriate dispute resolution mechanism while preserving the distinction between State regulatory authority, commercial contractual liability, and international responsibility.

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