

## ABSTRACT

### “THE LEGALITY AND IMPLICATION OF RECOVERABILITY OF COST OF THIRD-PARTY FUNDERS THROUGH INDONESIAN ARBITRAL TRIBUNAL”

Author: Albertus Aldio Primadi<sup>1</sup> and M. Hawin<sup>2</sup>

There seems to be a worldwide notion that is being embraced by society that money is not everything. However, imagine the situation where you are being sued and you strongly believe that you are going to win the case since you have a strong evidence and solid facts. You have everything but one: you have no money to pay the legal cost of your lawyers and the cost of arbitration.

This is where the third-party funding come into the picture. The third-party funders will supply enough financial resources in order to enable you to pursue your claim in arbitration. In return, the funders will receive monetary percentages from the recovery of your cost from the losing party if you win the case.

The aim of this research is to answer whether such kind of financial arrangement is possible under Indonesian legislative Framework. The Author will discuss the split opinion on the third-party funding; access to profit vs. access to justice, and after taking into account the potential risk and benefit that will be inflicted by the legalization of the third-party funding, the Author will provide recommendation and conclusion as to whether third-party funding should be legalized in Indonesia.

**Keywords:** Arbitration, Third-Party Funding, Indonesia, Legality, Implication, Recover, Legal Cost

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## INTISARI

### “LEGALITAS DAN IMPLIKASI DARI PENGEMBALIAN PENDANAAN OLEH PIHAK KETIGA MELALUI MAJELIS ARBITRASE INDONESIA”

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*Adalah sebuah pandangan umum yang saat ini dipeluk oleh masyarakat bahwa uang bukanlah segalanya. Namun, bayangkan situasi di mana anda dituntut dan anda sangat yakin bahwa anda akan memenangkan kasus tersebut karena anda memiliki bukti dan fakta yang kuat. Anda memiliki segalanya kecuali satu: anda tidak memiliki uang untuk membayar biaya hukum pengacara Anda dan biaya arbitrase.*

*Di sinilah dana pihak ketiga memainkan perannya, pendanaan pihak ketiga akan menyediakan cukup sumber daya keuangan untuk memungkinkan Anda mengajukan klaim Anda dalam arbitrase. Sebagai gantinya, penyandang dana akan menerima persentase moneter dari pemulihan biaya Anda dari pihak yang kalah jika Anda memenangkan kasus tersebut.*

*Tujuan dari penelitian ini adalah untuk menjawab apakah pengaturan keuangan semacam itu mungkin dilakukan berdasarkan hukum Indonesia. Penulis akan membahas pendapat berbeda mengenai dana pihak ketiga; Akses terhadap keuntungan atau akses terhadap keadilan, dan setelah memperhitungkan potensi risiko dan manfaat yang akan ditimbulkan oleh legalisasi dana pihak ketiga, Penulis akan memberikan rekomendasi dan kesimpulan mengenai apakah dana pihak ketiga harus dilegalisir di Indonesia*

**Kata kunci:** Arbitrase, Pendanaan Pihak Ketiga, Indonesia, Legalitas, Implikasi, Pengembalian, Upah Pengacara

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