

LEGAL UPDATE

Memo on Law No. 24 of 2009

On

Flag, Language, State Symbol and also National Anthem

Background

The Law No. 24 of 2009 on Flag, Language, State Symbol and also National Anthem (“Law No. 24 of 2009”) has been ratified on 9 July 2009. This law basically regulates the technical and the practical use of Indonesia National Flag, Language, Symbol, Anthem and any other national attributes and also the penalty of any misused towards them.

The reason behind the ratification of Law No. 24 of 2009 is because previously there is no specific law that regulates Indonesia National Flag, Language, Symbol and Anthem. Previously, any regulation regarding these matters is scatteredly regulated in Government Regulations and other law. For example: the regulation of any mistreat or criminal actions toward our National Flag is in the Criminal Code. State Symbol is regulated in the Government Regulation No. 66 of 1951. National Flag is regulated in the Government Regulation No. 40 of 1958. The use of State Symbol is regulated in the Government Regulation No. 43 of 1958. National Anthem “*Indonesia Raya*” is regulated in the Government Regulation No. 44 of 1958, and many others.

For those foregoing reasons, the Law No. 24 of 2009 was ratified by the House of Representative. It is an assurance of legal certainty, discipline, and standardization of the use of our National Flag, Language, Symbol, Anthem and any other related attributes.

Important Point that May Affect Your Business

The important point of Law No. 24 of 2009 that will actually affects business activities is in Article 31 paragraph (1) which regulates the use of National Language or *Bahasa Indonesia*. Article 31 paragraph (1) states as follows:

“Indonesian language must be used in the memorandum of understanding or any agreement that is involving state agencies, Indonesia Government instances, Indonesia private agencies or individual citizen of Indonesia.”

Furthermore, in paragraph (2), it states that if the memorandum of understanding or the agreement is involving foreign party(ies), it should also be written in their foreign language and/or English.

According to elucidation of Article 31 paragraph (1), the phrase “agreement” mentioned in includes international agreements which is every agreement in the area of legal public that is regulated by international law and is made by government and state, international organization or any other international legal subject. International agreement is made in Indonesian language, another country’s language, and/or English language. Specifically for agreement with an international organization uses the languages that are used by international organization. Furthermore, according to elucidation of Article 31 paragraph (2), in the bilateral agreement, a draft of agreement is made in Indonesian language, national language of another country, and/or English language, all drafts are original have the same validity.

The Law No. 24 of 2009 also regulates that any specific details on the use of National Language is going to be regulated with a Presidential Regulation. However, as far as we are concerned, such Presidential Regulation has not been issued yet.

Article 31 of Law No. 24 of 2009 can be an advantage for Indonesian people, especially for those whose English or any other foreign language skill is not good enough. It can also promote the use of Indonesian language. However, bear in mind that every provisions in the other language version of the agreement must have the same content and the same meaning in order to avoid conflict of interpretation.

Insufficiency of Article 31

However, we are aware of a major flaw in this law. There is no provision that regulates the penalty or sanction for the violation againsts Article 31. It means that even if an agreement is made without considering Article 31, there will be no penalty for it. If this continues, it is safe to say that this provision is not sufficient. The Government or the President should immediately issue the Government Regulation or Presidential Regulation concerning this matter if they are expecting this particular provision to work effectively.

If you have any legal concerns, please do not hesitate to contact our law office at:

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