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On 2 January 2026, Law No. 20 of 2025 on the Criminal Procedure Code (*Kitab Undang-Undang Hukum Acara Pidana* or **New KUHAP**) came into effect, marking a significant milestone in the Indonesian legal framework. This New KUHAP replaces Law No. 8 of 1981 (**Old KUHAP**), which had governed criminal procedure for more than forty years. Over time, it became necessary to revise the Old KUHAP to better align with contemporary practices, particularly to enhance the protection of the rights of both victims and suspects. The New KUHAP introduces several features, with restorative justice standing out as one of its most transformative arrangements, an approach that emphasises resolution, reparations, and restoration to the original state.

While restorative justice has gained formal recognition through the New KUHAP, the underlying concept itself is established and has been practiced within various regulatory framework. Prior to its formal regulation in the New KUHAP, this practice was already recognised in the practices, as regulated by the Circular Letter of the Chief of the Indonesian National Police No. SE/8/VII/2018 concerning the Implementation of Restorative Justice in the Resolution of Criminal Cases, as well as the Chief of the Indonesian National Police Regulation No. 6 of 2019 on the Investigation of Criminal Acts, which introduced the concept of restorative justice. This was further reinforced by the Chief of the Indonesian National Police Regulation No. 8 of 2021 on the Handling of Criminal Acts Based on Restorative Justice. With the promulgation of the New KUHAP, restorative justice has gained a more robust and authoritative judicial foundation, being explicitly regulated within the law.

On top of restorative justice, the New KUHAP also introduce the concept of plea bargain. This mechanism provides an option for suspects who admit guilt and cooperate during the evidentiary process to negotiate a proportionate sentence through a structured agreement, subject to judicial supervision and mutual consent between the suspects and the prosecutor.

These new reforms reflect a broader shift toward balancing efficiency, accountability, and fairness within Indonesia's criminal justice system.

I. Restorative justice

a. Conceptual framework and the meaning of “restoration to the original state”

The New KUHAP defines restorative justice as an approach to handling criminal cases that involves the parties concerned, including the victim, the victim's family, the suspect, the suspect's family, the accused (*terdakwa*), the accused's family, and/or other related parties, with the aim of seeking to restore the situation to its original state.

The notion of “restoration to the original state” is not left abstract. Instead, the New KUHAP specifies concrete forms of restoration, such as forgiveness from the victim or their family, the return of property obtained through the crime, compensation for medical or psychological treatment, reimbursement for other losses, repair of damage caused by the offense, or payment of restitution. These measures collectively underscore the law's intent to emphasise restitution and resolution.

b. Eligibility to initiate restorative justice and stages of application

Equally important is the question of who may initiate restorative justice and at what stage it may be applied. The New KUHAP provides flexibility by allowing either the offender or the victim, including their families, to request the mechanism. At the same time, investigators, prosecutors, and judges are empowered to propose or facilitate its use. This mechanism is not confined to a single phase of the criminal process; rather, it can be implemented during pre-investigation (*penyelidikan*), investigation (*penyidikan*), prosecution, or trial, thereby ensuring broad applicability across the procedural spectrum.

c. Procedural requirements and step-by-step implementation

To ensure consistency and accountability, the New KUHAP sets out formalities and step-by-step procedures. Any agreed form of restoration must be documented in a written agreement, which must be performed within seven days. Once the agreement is fully performed, the complaint or report will be withdrawn, and the case must be formally terminated with a court order. Conversely, if the offender fails to comply within the prescribed timeframe, investigators are required to prepare an official record of the restorative process, which becomes part of the case briefs and serves as the basis for continuing prosecution.

d. Limitations: offenses excluded from restorative justice

Despite its progressive nature, restorative justice under the New KUHAP is not universally applicable to all type of criminal actions. The law explicitly excludes certain categories of criminal actions, including crimes against state security, terrorism, corruption, sexual violence, serious offenses punishable by five years or more (except those committed through negligence), crimes against life, criminals with special minimum penalties, crimes deemed highly dangerous to society, and narcotics crimes, except where the offender is classified as a user or abuser. At the same time, the mechanism is limited to offenses that meet specific eligibility criteria: it applies only to crimes punishable by fines up to Category III or imprisonment of no more than five years, offenses committed for the first time, and cases that are not repeat offenses, except where the prior conviction resulted only in a fine or where the offense was committed through negligence. These exclusions and conditions together reflect a deliberate balance between innovation and the need to maintain strict accountability for grave crimes while still opening space for restorative resolution in appropriate cases.

e. Application of restorative justice to corporate offenders

Finally, the New KUHAP extends restorative justice to corporations acting as offenders. However, this application is subject to specific conditions: the offense must be the corporation's first violation, the corporation must provide restitution or compensation to the victim or the state, and corrective measures must be undertaken as deemed necessary. This provision signals Indonesia's recognition that corporate actors can be held accountable in ways that prioritise restoration alongside its legal responsibility.

II. Plea bargain

A plea bargain is a legal mechanism for a suspect to admit guilt in a crime and cooperate with the investigation by providing evidence that supports the confession, with a disproportionately lenient sentence. Making their first remark, the new KUHAP provides explicit legal basis for this specific route, allowing suspect who admit to the charges to undergo a shorter and more streamlined examination process, potentially accompanied by reduced sentencing demands. This development provides a complementary avenue to restorative justice by streamlining case handling and alleviating the burden on the courts.

a. Key principles underlying the plea-bargaining framework

The plea-bargaining framework under the new KUHAP positions the accused's explicit admission of guilt as its procedural anchor, requiring prosecutors to confirm the plea in the presence of counsel, formally record it, and obtain judicial approval only after verifying full compliance with statutory requirements. Cooperation is embedded as a substantive requirement, as eligibility is limited to first-time offenders willing to provide restitution, and any reduction in sentence must be transparently justified through documented negotiations with the accused's constructive participation. To uphold the principle of material truth, the agreement must be supported by evidence and reviewed by the judge based on at least two lawful evidentiary items, preventing unsupported admissions from becoming the basis of conviction. In return, defendants receive a formally justified reduction in punishment.

b. Eligibility requirements for entering a plea bargain

Under the new KUHAP, the application of plea bargain is limited. First, it is permissible only to defendants with no prior criminal convictions, ensuring the mechanism is reserved for first-time offenders. Second, it applies solely to offenses punishable by a maximum of five years' imprisonment or fines up to Category V, equivalent to IDR500 million. Third, defendants must agree to pay for compensation or restitution, which places victim restitution as a core prerequisite.

c. Procedural stages and legal effects of a plea bargain

The procedural requirements for initiating a plea bargain begin with the public prosecutor asking the accused, who must be accompanied by legal counsel, whether they plead guilty. If the defendant admits guilt, the admission must be made with the assistance of an advocate and formally recorded in the minutes of the hearing. The plea bargain is then submitted in a dedicated session held before the commencement of the main trial, examined by a single judge to ensure that the process takes place at an early stage of the proceedings. Once a guilty plea is accepted, the parties must execute a written agreement between the prosecutor and the defendant, which only becomes effective upon approval by the judge.

III. Conclusion

The new KUHAP addresses Indonesia's criminal procedure by combining restorative justice and plea bargaining as alternative approaches that emphasise both substantive resolution and procedural efficiency. Restorative justice fosters reconciliation and correction, while plea bargaining reduces procedural burdens and enhances case management efficiency. When implemented with appropriate safeguards, these mechanisms offer a practical approach to addressing systemic challenges encountered in criminal proceedings.

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