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Open Skies, Open Questions: Indonesia's Airspace and the Price of Partnership

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On Monday, Defence Minister Sjafrie Sjamsoeddin travelled to the Pentagon to sign what both capitals are calling a "Major Defence Cooperation Partnership" with the United States.[1] The agreement itself, covering military modernisation, professional education, and operational exercises, with ambitions toward asymmetric warfare capacity and next-generation maritime and autonomous systems, is, frankly, welcome. Indonesia has real capability gaps. The

[1] "Joint Statement on Establishment of the U.S.-Indonesia Major Defense Cooperation Partnership," U.S. Department of Defense, April 13, 2026.

prospect of better maintenance, repair, and overhaul support, and genuine progress on subsurface and autonomous domains, addresses threats Jakarta has been slow to address. The MDCP, on its own terms, makes sense.

But the MDCP is not the story that has Indonesians worried. The story is what Reuters and Bloomberg reported the day before the signing: that Jakarta and Washington are discussing a proposal to grant US military aircraft blanket overflight access through Indonesian airspace.[2] Indonesia's Defence Ministry confirmed a preliminary draft of a "Letter of Intent" is being discussed internally, though it stressed the document is not final and carries no binding legal force. Brigadier General Rico Ricardo Sirait, the Ministry's Information Bureau head, said any such mechanism must go through a "careful and multi-layered review process" consistent with Indonesian law and political authority.[3]

That's the reassurance. Here is the concern.

From Flight-by-Flight to Blanket: What Actually Changes

Under current arrangements, foreign military aircraft seeking to transit Indonesian airspace require clearance on a per-flight basis. This is standard sovereign practice, consistent with the Chicago Convention's absolute rule of airspace sovereignty, where it states no right of innocent passage exists for aircraft, the way it does for ships in territorial seas.[4] Indonesia's UU 1/2009 and the more recent UU 21/2025 (Articles 40-41) both anchor this: foreign military aircraft require case-by-case permits, not standing permission above our territorial airspace.[5]

What the reported draft proposes is a different architecture. According to details that have emerged, the language would allow US aircraft to transit directly upon notification until a subsequent US deactivation notice, meaning once the mechanism is activated, the access is

[2] Reuters, "US, Indonesia Discussing Agreement Allowing US Military Overflight in Indonesian Airspace," April 13, 2026, https://www.reuters.com/world/asia-pacific/us-indonesia-discussing-agreement-allowing-us-military-overflight-indonesian-2026-04-13/; Bloomberg, "Indonesia Weighing Proposal Allowing US Military Overflights," April 13, 2026, https://www.bloomberg.com/news/articles/2026-04-13/indonesia-weighing-proposal-allowing-us-military-overflights.

[3] Tempo, "Indonesia Says No Final Approval for US Military Airspace Access," April 13, 2026, https://en.tempo.co/read/2097899/indonesia-says-no-final-approval-for-us-military-airspace-access.

[4] Convention on International Civil Aviation (Chicago Convention), Article 1, December 7, 1944, ICAO Doc 7300.

[5] Undang-Undang No. 21 Tahun 2025 tentang Perubahan atas Undang-Undang No. 1 Tahun 2009 tentang Penerbangan, Articles 40–41.

continuous, not approval-based.[6] The arrangement would also establish a direct hotline between the US Pacific Air Forces and the Indonesian air operations centres.

The difference between these two regimes is not merely administrative, it is substantive. Per-flight clearance means Indonesia makes a judgment each time: what is this aircraft, what is its mission, where is it going. Under a notification-only system for an agreed period or category of mission, that judgment is made once, at the front end, and then largely trusted. Indonesia's granular oversight, its practical ability to say no on any given day to any given flight, diminishes significantly.

Some will argue this merely formalises what already happens in practice. The US has not always complied with Indonesian clearance requirements, and as a superpower, it has occasionally treated Indonesian airspace as a throughway rather than a sovereign corridor. On this reading, getting a formal agreement at least creates a legal framework, a hotline, and defined parameters. The argument here is that if it is already happening anyway, better to regulate it than pretend otherwise.

That argument is incomplete because the type of missions conducted will likely matter in the future. Opening what is usually isn't opened just makes Indonesia officially complicit in what follows.

The Core Issues

The reported draft covers three mission categories: contingency operations, crisis response missions, and mutually agreed exercises.[7] The first two are, to put it plainly, vague. "Crisis response" is a term elastic enough to cover humanitarian assistance or a strike package. "Contingency operations" could mean anything from disaster relief coordination to operations in the South China Sea or beyond.

Under a blanket access regime, Indonesia cannot meaningfully distinguish between these on a flight-by-flight basis. If a US aircraft transiting Indonesian territorial airspace is heading toward a military operation against a third country, Indonesia becomes a facilitator, whether or not Jakarta intended that, whether or not it was informed in advance. The third country will not care about the fine print of Indonesia's Letter of Intent. It will see Indonesian territory used as a transit corridor for an attack.

[6] Defence Security Asia, "U.S. Poised to Secure Blanket Access to Indonesian Airspace After Prabowo-Trump Deal," April 13, 2026, https://defencesecurityasia.com/en/us-indonesia-airspace-access-prabowo-trump-indo-pacific-strike-reach/.

[7] Strategy Battles, "US Indonesia Military Overflight Deal — How Prabowo Handed Washington Indo-Pacific Airspace," April 13, 2026, https://www.strategybattles.net/2026/04/13/us-indonesia-military-overflight-deal-prabowo-indo-pacific-2026/.

Indonesia's vast archipelago, stretching over 5,000 kilometres from east to west, spans critical air corridors between the Indian Ocean and the Pacific. This is precisely why the access is strategically valuable to Washington. It is also precisely why the complicity risk is real and not theoretical.[8] The harder question is whether the overflight draft, if finalised as reported, would also transmit into the big question of whether Indonesia will have effectively picked a side in a future Indo-Pacific contingencies. The answer depends almost entirely on the mission scope language. The access itself does not determine alignment; the permitted mission types do. If the agreed categories are genuinely narrow, humanitarian operations, emergency landings, explicitly defined exercises, Indonesia can maintain a credible non-aligned position. If they include open-ended formulations like "contingency operations" without geographic or adversary constraints, then in any future conflict scenario, the arrangement may become a diplomatic question raised to question Jakarta's position vis-à-vis U.S. rivals like China.

There is also a legal geography dimension that has been underdiscussed. Not all Indonesian airspace is the same. Under UNCLOS, designated Archipelagic Sea Lane Passages (ALKI) carry specific transit rights for ships and aircraft. Indonesia cannot suspend these. But these lanes run north-south. US operational routes connecting Guam, the Philippines, Australia, or Diego Garcia frequently run east-west, through airspace that, as of Government Regulation No. 37 Tahun 2002, is not yet part of any archipelagic corridors designated by Indonesia.[9] That is where a blanket access arrangement bites hardest, and where Indonesia's leverage is actually real, if it chooses to use it.

The U.S. position here is that rather than waiting for Indonesia to complete its own designation on its own terms under international law, the US is filling the gap bilaterally, where its negotiating leverage is considerably larger.[10] If Jakarta signs a blanket overflight arrangement that covers the Java Sea without first clarifying Indonesia's own legal position on that waterway, it will have effectively outsourced a sovereign legal question to a foreign power's operational requirements. The more defensible path, and the one that preserves Indonesia's long-term control, is to complete the ALKI designation first. A properly designated Java Sea corridor under UNCLOS gives Indonesia a legal framework it wrote, not one negotiated under pressure.

The government has not yet answered publicly which airspace the draft actually covers, and that is the most important question of all. Access through the north-south ALKI corridors is categorically different from access through sovereign airspace beyond them. Under UNCLOS Article 53, archipelagic sea lanes passage extends to aircraft transiting above designated

[8] United Nations Convention on the Law of the Sea (UNCLOS), Part IV, Articles 53–54, December 10, 1982. Indonesia designated Archipelagic Sea Lane Passages (ALKI) running north-south under PP No. 37 Tahun 2002.

[9] Al Jazeera, "Indonesia, US Sign 'Major' Defence Cooperation Agreement," April 14, 2026, https://www.aljazeera.com/news/2026/4/14/us-indonesia-sign-major-defence-cooperation-agreement.

[10] Patrick Panjeti, "Navigating the Divide: Why the U.S. Navy Must Resume FONOPs in Indonesia," CSIS, Washington, 11 December 2025, https://www.csis.org/analysis/navigating-divide-why-us-navy-must-resume-fonops-indonesia.

routes, a right Indonesia cannot suspend without violating its treaty obligations. What Indonesia has never conceded is equivalent access through east-west corridors outside those designated lanes, the same corridors that the US State Department, in a 2014 'Limits in the Seas' report, formally declared should be open under international law.[11] Of course the graver concern will be if Indonesia concedes territorial airspace indeed. But subtly another problem may also lie if Indonesia would be designating a route opening an east-west corridor but then opening them for one country alone, through a bilateral arrangement, rather than completing its own UNCLOS designation on terms that apply equally to all. The former is sovereign legal clarity. The latter forecloses Indonesia's ability to set the terms herself.

Bebas Aktif, Hedging, and the Standard of Both

Bebas aktif has a standard. It requires that Indonesia's commitments stay consistent with its own national interests, its own legal standards, and its obligations under international law. A defence partnership that builds Indonesia's asymmetric capacity? That passes the test. An airspace arrangement with vague mission parameters, no per-flight oversight, and no domestic veto mechanism? That is a harder case to make. Indonesia's claim to strategic neutrality will be assessed against what it has actually permitted.

Hedging as a strategy is defensible. But hedging only works if the standards are clear and consistently applied. If Jakarta is willing to grant US aircraft standing access through its sovereign airspace, even with caveats, it needs to be prepared to explain what equivalent access it would or would not grant to other close partners. If the answer is that no other partner would be offered such terms, that tells you something about how neutral this arrangement actually is.

What Jakarta Needs to Build into Any Deal

The argument here is not that Indonesia should refuse all engagement on this question. The relationship with the US is real, the MDCP has genuine value, and there are legitimate operational reasons why both sides want smoother coordination. Separately, the discussion of the terms of any overflight access arrangement draft matters enormously.

At minimum, any agreement should include if possible: explicit, bounded mission categories rather than open-ended language; a genuine Indonesian veto, a per-mission or per-period notification structure that still preserves Jakarta's right to deny permission in specific cases; clear exit clauses; and a domestic review mechanism, something analogous to the US Leahy Law, that allows Indonesia to refuse if a mission is found to be in violation of international

[11] Aristyo Rizka Darmawan, "Archipelago Angst: How Indonesia and the US Differ on Air Routes over Sea Lanes," *The Interpreter, Lowy Institute*, 4 August 2023, https://www.lowyinstitute.org/the-interpreter/archipelago-angst-how-indonesia-us-differ-air-routes-over-sea-lanes.

law or contrary to Indonesian national interests.[12] The ability to say no is not a technicality. It is the difference between administrative simplification and the erosion of sovereign control.

In general, there are at least three specific elements that policy stakeholders and the legislature should watch for in any finalised text. First, whether "deactivation" is a unilateral US prerogative. The reported draft language states that access remains active "until the United States subsequently transmitted a formal deactivation notice." If Indonesia cannot independently suspend or revoke access, that is not a partnership arrangement, it is effectively a lease of Indonesian sovereign space on US terms. Second, whether the DPR has been or will be consulted. This is particular important in the still distant/perhaps unlikely scenario where if an overflight above Indonesia's territorial airspace facilitates US combat operations is construed as Indonesian participation in a conflict, there is a constitutional question that the Indonesian parliament is likely interested in, which is something that is ideally discussed before the agreement is signed. Third, and ultimately, is whether the deal is reciprocal, meaning whether there is asymmetry in the bargains as opposed to a genuine partnership.

The Process Problem

There is one more thing that needs to be said, because it shapes how Indonesians are receiving all of this. The public anxiety around this report is not solely about the substance of a potential overflight deal. It is about how these decisions get made. Strategic commitments under this government have a pattern of appearing suddenly, with limited domestic deliberation, and with limited room for public questioning. People are nervous not just because of what is being considered, but because they do not know what else might already have been agreed, or what is being offered in return.

The Defence Ministry's reassurance that the draft is not final and not binding is noted. If and when something is finalised, the public and the legislature deserve to understand what exactly was exchanged, what guardrails exist, and who, specifically, can say no and when.

That transparency is not a courtesy. For a country that has spent decades defending its non-aligned identity, it is a precondition for the kind of consent that gives any such agreement political legitimacy. Without it, we are left doing what we are doing now, reading defence documents reported in foreign media to understand our own government's commitments.

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[12] The Leahy Laws (22 U.S.C. § 2378d and 10 U.S.C. § 362) prohibit US military assistance to foreign security force units credibly accused of gross human rights violations. Indonesia has no equivalent domestic instrument.