DELOS
dispute resolution

SINGAPORE

DELOS GUIDE TO ARBITRATION PLACES (GAP)

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FOR FURTHER INFORMATION

GAP TABLE OF CONTENTS | GAP TRAFFIC LIGHTS FOR ALL JURISDICTIONS | FULL GAP ONLINE

GAP COMBINED SUMMARIES FOR IN-HOUSE AND CORPORATE COUNSEL

GAP COMBINED SUMMARIES FOR ARBITRATION PRACTITIONERS

EN DELOS MODEL CLAUSES & LIST OF SAFE SEATS
ES DELOS CLÁUSULAS MODELO & LISTA DE SEDES SEGURAS
FR DELOS CLAUSES TYPES & LISTE DE SIÈGES SÛRS

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JURISDICTION INDICATIVE TRAFFIC LIGHTS

1. Law
   a. Framework
   b. Adherence to international treaties
   c. Limited court intervention
   d. Arbitrator immunity from civil liability
2. Judiciary
3. Legal expertise
4. Rights of representation
5. Accessibility and safety
6. Ethics

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There have not been any material changes requiring an update to this chapter (including the traffic lights) since the date of the latest version. Nonetheless, please note that this chapter does not constitute legal advice and its authors, the contributing law firm and Delos Dispute Resolution decline all responsibility in this regard.

IN-HOUSE AND CORPORATE COUNSEL SUMMARY

Arbitration law in Singapore is consistent with the Model Law regime – it is generally pro-arbitration focused, premised on minimal curial intervention. Arbitration awards – both domestic (generally, arbitrations seated in Singapore) and international (generally, where at least one of the parties has its place of business in any state other than Singapore, or the place with which the subject-matter of the dispute is most closely connected is situated outside of the state in which the parties have their place of business) are readily enforceable before the Singapore courts.

Courts are also an avenue for support during, and before, the arbitration process. For instance, parties may apply to the Singapore court for interim measures in support of the arbitration (for instance the seeking of injunctions). Where possible, however, these applications should first be made to the tribunal.

Recently, Singapore has embraced third-party funding, legalising it in the realm of arbitration. Parties involved in arbitration (as well as mediation and arbitration related court proceedings) may now avail themselves of third party funding, subject to certain restrictions as provided for in the applicable regulation.

Key places of arbitration in the jurisdiction	Singapore is a city-state.
Civil law / Common law environment?	Common law.
Confidentiality of arbitrations?	Whilst the duty of confidentiality in arbitration is not expressly embodied in statute, case law confirms that there is an implied common law duty of confidentiality of arbitrations.[1]
Requirement to retain (local) counsel?	Parties can either retain outside counsel or be self-represented. However, in arbitration-related proceedings in court, all companies need to be represented by counsel.
Ability to present party employee witness testimony?	There is nothing in Singapore law that prohibits this *per se*.
Ability to hold meetings and/or hearings outside of the seat?	There is nothing in Singapore law that prohibits this *per se*.
Availability of interest as a remedy?	Yes. There are no restrictions prescribed in respect of the awarding of interest.[2]

[1] See *Myanma Yaung Chi Oo Co Ltd v Win Win Nu and another* [2003] 2 SLR(R) 547 at [17]: "The first issue that is to be resolved is whether there is an implied duty of confidentiality. I prefer the English position over the Australian. Parties who opt for arbitration rather than litigation are likely to be aware of and be influenced by the fact that the former are private hearings while the latter are open hearings. Rather than to say that there is nothing inherently confidential in the arbitration process, it is more in keeping with the parties' expectations to take the position that the proceedings are confidential, and that disclosures can be made in the accepted circumstances." See also *International Coal Pte Ltd v Kristle Trading Ltd and another and another suit* [2009] 1 SLR(R) 945 at [82]: "As a matter of law, an obligation of confidentiality is to be implied in arbitration proceedings due to the private nature of such proceedings"; and *AAY and others v AAZ* [2011] 1 SLR 1093 at [55]: "… as a principle of arbitration law at least in Singapore and England, the obligation of confidentiality in arbitration will apply as a default to arbitrations where the parties have not specified expressly the private and/or confidential nature of the arbitration. While parties anticipating international arbitration would remain well advised to agree prospectively on the obligation of confidentiality, there is no need to do so where Singapore is to be the seat of the arbitration because confidentiality will apply as a substantive rule of arbitration law, not through the IAA or the AA, but from the common law."

Ability to claim for reasonable costs incurred for the arbitration?	Yes. Case law confirms that costs are for the tribunal to decide.
Restrictions regarding contingency fee arrangements and/or third-party funding?	Third-party funding is generally allowed in arbitration, mediation and arbitration-related court matters. Contingency fee arrangements are not allowed.
Party to the New York Convention?	Yes.
Other key points to note	ϕ
WJP Civil Justice score (2018)	0.80

[2] See section 35 of the AA; section 20 of the IAA.

ARBITRATION PRACTITIONER SUMMARY

Arbitration law in Singapore is consistent with the Model Law regime – it is generally pro-arbitration focused, premised on minimal curial intervention. Arbitration awards – both domestic (i.e. arbitrations seated in Singapore) and foreign (i.e. awards from arbitrations seated in NY Convention countries) are readily enforceable before the Singapore courts.

Courts are also an avenue for support during, and before, the arbitration process. For instance, parties may apply to the Singapore court for interim measures in support of the arbitration (for instance the seeking of injunctions). Where possible, however, these applications should first be made to the tribunal.

The most recent development in Singapore is the relative liberalisation of third-party funding in the realm of arbitration. Parties involved in arbitration (as well as mediation and arbitration related court proceedings) may now avail to third party funding, subject to certain restrictions as provided for in the regulation: the Civil Law (Third-Party Funding) Regulations 2017 (S 68/2017).

Date of arbitration law?	The arbitration law (i.e. the two relevant statutes: the Arbitration Act and the International Arbitration Act) was last amended in 2016; it continues to be updated by case law.
UNCITRAL Model Law? If so, any key changes thereto?	Yes. Chapter VIII of the Model Law, which deals with Recognition and Enforcement of Awards, is excluded. But this is largely technical; Enforcement may be resisted in Singapore on the bases set out in Article 36.
Availability of specialised courts or judges at the key seat(s) in the jurisdiction for handling arbitration-related matters?	Yes, there is an arbitration docket at the High Court such that judges experienced in arbitration-related matters are typically rostered to hear such matters.
Availability of *ex parte* pre-arbitration interim measures?	Yes.
Courts' attitude towards the competence-competence principle?	Wholly supportive.
Grounds for annulment of awards additional to those based on the criteria for the recognition and enforcement of awards under the New York Convention?	No. However, in setting aside cases, section 24 of the International Arbitration Act provides that: "24. Notwithstanding Article 34(1) of the Model Law, the High Court may, in addition to the grounds set out in Article 34(2) of the Model Law, set aside the award of the arbitral tribunal if — (*a*) the making of the award was induced or affected by fraud or corruption; or (*b*) a breach of the rules of natural justice occurred in connection with the making of the award by which the rights of any party have been prejudiced." However, the courts have interpreted these as being consistent with and not different from the due process and public policy rights already provided for under the Model Law.
Courts' attitude towards the recognition and enforcement of	Uncertain, although likely dismissive.

foreign awards annulled at the seat of the arbitration?	
Other key points to note?	ϕ

JURISDICTION DETAILED ANALYSIS

1. The legal framework of the jurisdiction

1.1 Is the arbitration law based on the UNCITRAL Model Law?

1.1.1 If yes, what key modifications if any have been made to it?

1.1.2 If no, what form does the arbitration law take?

The arbitration law is based on the UNCITRAL Model Law. This is given effect to by statute – generally the Arbitration Act (Cap 10) ("AA") for domestic arbitrations and the International Arbitration Act (Cap 143A) ("IAA") for international arbitrations. Chapter VIII of the Model Law, which deals with Recognition and Enforcement of Awards, is excluded (see the IAA s 3) as this is already provided for under the New York Convention. For international arbitrations seated in Singapore, case law confirms that the grounds for refusing enforcement of such awards are the same as under Chapter VII of the Model Law and/or article V of the New York Convention.

1.2 When was the arbitration law last revised?

Both the IAA and the AA were last amended in 2016, and the statutes continue to be interpreted and supplemented by the courts in judgments.

2. The arbitration agreement

2.1 How do the courts in the jurisdiction determine the law governing the arbitration agreement?

The law governing the arbitration agreement is determined by the parties' choice. Where there is no express indication, the parties' choice is presumed to be the governing law of the main contract (typically the parties' express choice of law, *i.e.* within a choice of law clause).[3] If the arbitration agreement were "freestanding" in the sense it is not intended to be a term of any other contract, the parties' choice would be presumed to be the law of the seat.[4]

2.2 Is the arbitration agreement considered to be independent from the rest of the contract in which it is set forth?

The arbitration agreement is considered independent – in the sense it is separable – from the rest of the contract. For instance, if a party was impugning the validity of the (rest of the) contract, this would not on its own compromise the arbitration agreement.

2.3 What are the formal requirements (if any) for an enforceable arbitration agreement?

The only formal requirement of an arbitration agreement is that it has to be in writing. This is set out in the AA (at s 4) and the IAA (at s 2A).

2.4 To what extent, if at all, can a third party to the contract containing the arbitration agreement be bound by said arbitration agreement?

A third party may not be bound by an arbitration agreement to which it is (by definition) not privy. Even where a company is related to another (or to individuals), courts will generally not construe third parties as

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3 *Sulamérica Cia Nacional de Seguros SA and others v Enesa Engelharia SA and others* [2013] 1 WLR 102; see also, *BCY v BCZ* [2017] 3 SLR 357 at [49]-[67].

4 *BCY v BCZ* [2017] 3 SLR 357 at [49]-[67], particularly at [67].

privy to the arbitration agreement.[5] In particular, the "group of companies" doctrine – i.e. that an arbitration agreement signed by one company in a group of companies entitles (or obligates) affiliate non-signatory companies, if the circumstances surrounding negotiation, execution, and termination of the agreement show that the mutual intention of all the parties was to bind the non-signatories (alternatively known as the "single economic entity concept") – has not been accepted in Singapore.[6]

As to whether an arbitration agreement is capable of assignment, the position is not settled – one view is the "conditional benefit" notion, i.e. that "*it would not be necessary for an assignee to consent independently to the arbitration agreement, and that the intent of the assignor and assignee is irrelevant [because] the consent to arbitrate is found in the assignee's consent to accept the substantive right, regardless of whether it knew of the arbitration agreement": Rals International Pte Ltd v Cassa di Risparmio di Parma e Piacenza SpA [2016] 5 SLR 455 at [54]. The Court of Appeal considered this view and noted that this "seems a principled and attractive argument but needs further consideration*": also at [54]. The alternative view is simply that, consistent with the view that burdens cannot be assigned, neither can the *obligation* to arbitrate: see [52]-[53].

2.5 Are there restrictions to arbitrability? In the affirmative:

2.5.1 Do these restrictions relate to specific domains (such as IP, corporate law, etc.)?

There are restrictions. Generally, "where the subject matter of the dispute is of such a nature as to make it contrary to public policy for that dispute to be resolved by arbitration", the dispute will be non-arbitrable.[7] This includes matters which involve or concern the interests of third parties, public rights or concerns and matters of uniquely governmental authority.[8] Matters relating to criminal and family law are prime examples.

2.5.2 Do these restrictions relate to specific persons (i.e. State entities, consumers, etc.)?

Insofar as the character of the persons bring the matter within the criterion of non-arbitrability as discussed above.

3. The conduct of the proceedings

3.1 Can parties retain outside counsel or be self-represented?

Parties can either retain outside counsel or be self-represented.[9] However, in arbitration-related proceedings in court, all companies need to be represented by counsel.

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5 See *BC Andaman Co Ltd and others v Xie Ning Yun and another* [2017] 4 SLR 1232 at [98]: "*In contrast, Murex is owned, directly and indirectly, by a number of individuals and entities (see [4]–[9] above). These include not only Andaman, Legacy, Ace and Legacy Thailand but also Mr Chayut (or his successor-in-title, Mr Praphant). Neither Mr Chayut nor Mr Praphant is a party to the ARSHA, the BVI Proceedings or the SIAC Arbitration Proceedings. Further, it is unclear whether Mr Chayut (or Mr Praphant) holds 202 of his 505 shares in Andaman on behalf of the Sias. Before me, Murex did not deny this uncertainty, and submitted only that this is a question for the Tribunal, rather than the Thai court, to answer. I thus struggle to conclude that Murex enjoys sufficient privity of interest with Andaman, Legacy, Ace and Legacy Thailand in the SIAC Arbitration Proceedings to entitle it to invoke the Final Award to resist a claim against it by the Sias. Such caution is warranted particularly in light of the recent comment by the CA that "allowing non-parties to an arbitration agreement to avail themselves of the right to arbitration under the agreement would, on its face, conflict with the doctrine of [contractual] privity": Rals International Pte Ltd v Cassa di Risparmio di Parma e Piacenza SpA [2016] 5 SLR 455 at [55].*"

6 See *Manuchar Steel Hong Kong Ltd v Star Pacific Line Pte Ltd* [2014] 4 SLR 832.

7 *Tomolugen Holdings Ltd and another v Silica Investors Ltd and other appeals* [2016] 1 SLR 373 at [75].

8 *Tomolugen Holdings Ltd and another v Silica Investors Ltd and other appeals* [2016] 1 SLR 373 at [71].

9 See, *e.g.*, the SIAC Rules 2016 (http://www.siac.org.sg/our-rules/rules/siac-rules-2016#siac_rule23), rule 23.1: "*Any party may be represented by legal practitioners or any other authorised representatives. The Registrar and/or the Tribunal may require proof of authority of any party representatives.*"

3.2 How strictly do courts control arbitrators' independence and impartiality? For example: does an arbitrator's failure to disclose suffice for the court to accept a challenge or do courts require that the undisclosed circumstances justify this outcome?

Generally, the courts adopt a policy of minimal curial intervention in arbitral proceedings.[10] Consistent with this policy, courts' control over the arbitrators' independence and impartiality is generally consistent with the general principle that arbitrators are expected to be free of real and apparent bias.[11] To quote the High Court, "[t]he main query was whether [the] circumstances [alleged] … disclosed evidence of apparent bias or partiality, thereby impinging on the Arbitrator's ability to arrive at a fair and just conclusion in the Arbitration".[12]

In an instance where an arbitrator was found to have failed in his "basic duty" to "listen to both sides of the argument and give each side a chance to submit on all the relevant points", the High Court did not hesitate in allowing the application to have him removed.[13]

Courts would only intervene upon the application of one of the parties – typically the party seeking to challenge the award or the appointment of the arbitrator.

3.3 On what grounds to courts intervene to assist in the constitution of the arbitral tribunal (in case of *ad hoc* arbitration)?

The court would generally interpret the arbitration agreement (to ascertain the parties' intent) and direct the parties accordingly based on its interpretation of the arbitration agreement. See, for instance, *Bovis Lend Lease Pte Ltd v Jay-Tech Marine & Projects Pte Ltd and Another Application* [2005] SGHC 91, where the court construed the arbitration agreement,[14] found that parties had agreed to *ad hoc* arbitration, and declared that (giving effect to the parties' agreement) "*the arbitration to be conducted pursuant to the arbitration agreement is an ad hoc arbitration and shall be conducted by the arbitrator in accordance with such rules of the SIAC as the arbitrator determines are applicable*" (at [22(b)]).

Relatedly, in a decision that may be interpreted as supportive of an otherwise poorly worded arbitration clause,[15] the High Court held that "*where an arbitration clause does not provide a mechanism for breaking a deadlock between parties on the appointment of arbitrators, the SIAC President can step in to make the necessary appointment if parties are not able to agree on the sole arbitrator or presiding arbitrator, as the case may be*".[16]

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10 *AKN and another v ALC and others and other appeals* [2015] 3 SLR 488 at [37].

11 See, *e.g.*, *PT Prima International Development v Kempinski Hotels SA and other appeals* [2012] 4 SLR 98 at [56]-[68]. See also *Prometheus Marine Pte Ltd v King, Ann Rita and another appeal* [2017] SGCA 61 at [71]. See also the AA at s 22: "*The arbitral tribunal shall act fairly and impartially and shall give each party a reasonable opportunity of presenting his case*".

12 *PT Central Investindo v Franciscus Wongso and others and another matter* [2014] 4 SLR 978 at [12]; see also at [19].

13 *Koh Bros Building and Civil Engineering Contractor Pte Ltd v Scotts Development (Saraca) Pte Ltd* [2002] 2 SLR(R) 1063, particularly at [47].

14 The relevant portion of the arbitration agreement read: "*All other disputes (including disputes referred to in Clause 13.2.1 which are not required by [Bovis] to be determined in accordance with Clause 13.2) will be dealt with in the following manner: … 13.3.2 Unless otherwise agreed by the parties, the arbitrator will be appointed by the President of the Institute of Architects in Singapore (or such other body as carries on the functions of the Institute) or his nominee. 13.3.3 The arbitrator must conduct the proceedings in accordance with Rules of the Singapore International Arbitration Centre*".

15 The arbitration clause was worded as follows: "*The Seller and the Buyer agree that all disputes arising out of or in connection with this agreement that cannot be settled by discussion and mutual agreement shall be referred to and finally resolved by arbitration as per Indian Contract Rules.*"

16 *KVC Rice Intertrade Co Ltd v Asian Mineral Resources Pte Ltd and another suit* [2017] 4 SLR 182 at [34].

3.4 Do courts have the power to issue interim measures in connection with arbitrations?

3.4.1 If so, are they willing to consider ex parte requests?

Yes, courts have the power to issue interim measures (such as injunctions, securing the amount in dispute, etc). This power is provided for in section 31 of the AA and section 12A of the IAA.[17]

Courts are willing to hear *ex parte* requests insofar as those requests are urgent,[18] although even when such a request is being made, the opponent should generally be given notice of the hearing at least 2 hours in advance.[19] The practical difference between such a hearing and an *inter partes* hearing – despite both parties being represented – is that the opponent would generally not present any arguments in an *ex parte* hearing. An explanation will need to be furnished as to why the hearing has to be *ex parte* and/or if notice cannot be given to the counterparty.

Additionally, parties may seek permanent anti-suit injunctions from the High Court in support of arbitration proceedings whether in Singapore or abroad (although strong cause will have to be shown in respect of the latter).[20]

3.5 Other than arbitrators' duty to be independent and impartial, does the law regulate the conduct of the arbitration (sub-questions omitted)?

Generally, consistent with the policy of minimal curial intervention, Singapore arbitration law does not regulate the conduct of the arbitration.

There is no regulation as to the length or venue of arbitration proceedings.

There are provisions for arbitrators to issue interim measures (for instance, security for costs, injunctions, etc). These are contained in section 28 of the AA and section 12 of the IAA).

Under either the AA or the IAA, security for costs may not be ordered by reason only that: (1) the claimant is an individual ordinarily resident outside Singapore; or (2) a corporation or an association incorporated or formed under the law of a country outside Singapore, or whose central management and control is exercised outside Singapore.[21]

The law allows the Tribunal to determine its own rules of procedure in relation to evidence (in the absence of parties' agreement).[22]

There is no compulsion for a hearing to be held.

Neither are there any principles prescribed for the awarding of interest[23] or the allocation of arbitration costs.[24] If the Tribunal orders that costs be paid (without quantifying the costs), such costs are to be taxed

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17 See also *Maldives Airports Co Ltd and another v GMR Malé International Airport Pte Ltd* [2013] 2 SLR 449, particularly at [34].

18 See, e.g., O 69A r 3(3) of the Rules of Court (which applies to proceedings under the IAA): "*Where the case is one of urgency or an application under section 18, 19 or 29 of the Act for leave to enforce an award or foreign award, such application may be made ex parte on such terms as the Court thinks fit*". There is similar language in O 69 r 3(3) (which applies to proceedings under the AA).

19 Supreme Court Practice Directions (https://www.supremecourt.gov.sg/Data/PracticeDirections/ePD_WebHelp/ePD.htm) at para 41(1) and (2).

20 See *R1 International Pte Ltd v Lonstroff AG* [2014] 3 SLR 166; see also the appeal in *R1 International Pte Ltd v Lonstroff AG* [2014] SGCA 56 which focussed on a different point but nevertheless yielded in the granting of a permanent anti-suit injunction, overturning the High Court's decision. See further the recent decision of *BC Andaman Co Ltd and others v Xie Ning Yun and another* [2017] 4 SLR 1232 where the High Court granted a permanent anti-suit injunction to restrain a party from commencing foreign (Thai) court proceedings in breach of an arbitration agreement.

21 Section 28(3) of the AA; section 12(4) of the IAA.

22 Section 23 of the AA; Article 19 of the Model Law.

23 See section 35 of the AA; section 20 of the IAA.

by the Registrar of the Supreme Court (for domestic arbitrations)[25] and the Registrar of the SIAC (for international arbitrations).[26]

3.6 Liability (sub-questions omitted)

The arbitral institutions are generally immune from civil liability (except where there is bad faith).[27]

Arbitrators shall not be liable for:[28]

1. "negligence in respect of anything done or omitted to be done in the capacity of the arbitrator; or
2. any mistake of law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award."

The arbitration law in Singapore does not give rise to concerns of potential criminal liability for any of the participants in an arbitration proceeding. But the tribunal may have a duty to investigate allegations of criminal conduct insofar as such conduct would affect its decision or the enforceability of its award: see *Re Landau, Toby Thomas QC* [2016] SGHC 258 at [65]-[69], *China Machine New Energy Corp v Jaguar Energy Guatemala LLC and another* [2018] SGHC 101 at [224].

4. The award (sub-questions omitted)

The general requirements of an award are that:[29]

1. the award has to be in writing;
2. the award is to be signed by the Tribunal;
3. the award should state the reasons upon which it is based;
4. the date of the award and place of the arbitration shall be stated in the award; and
5. the award shall be delivered to each party.

Parties may waive the requirement for an award to provide reasons.[30]

There is no provision under the IAA with respect to whether the parties can waive the right to set aside the award, but this agreement will possibly be one factor the court takes into account when faced with a set aside application. This position has yet to be tested in Singapore.

Awards arising from domestic arbitrations may be appealed against where (i) parties did not agree to preclude appeals; and (ii) where either the parties agree to the appeal being brought or leave of court is obtained. The appeal shall be on a question of law.[31] Under AA (not the IAA), the right to appeal on a question of law may be excluded by the parties. No appeal is allowed in respect of awards arising from international arbitrations.

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24 This is subject section 39(2) and (3) of the AA, which generally provides that if parties agree *before a dispute arises* that they are to bear their own costs of the arbitration, that agreement would be void.

25 See section 39 of the AA.

26 See section 21 of the IAA.

27 Section 59 of the AA; section 25A of the IAA.

28 Section 20 of the AA; section 25 of the IAA.

29 Section 38 of the AA; article 31 of the Model Law.

30 Section 38(2) of the AA; article 31(2) of the Model Law.

31 Section 49 of the AA.

Recognition and enforcement of awards – both domestic and international – entail the following key steps:[32]

1. The party seeking to recognise / enforce would generally apply to court on an *ex parte* basis with an affidavit exhibiting the arbitration agreement, the original award, the details of the applicant and respondent,[33] and an indication as to the extent to which the award has been complied with (if at all). This first step is a largely mechanistic process.[34] What this means is that this process "does not require a judicial investigation by the court enforcing the award under the IAA [and that] the examination that the court must make of the documents … is a formalistic and not substantive one".[35]

2. As the proceeding is *ex parte*, the applicant would be under a duty to provide full and frank disclosure.[36] This includes disclosing to the court any circumstances which may affect the enforceability of the award (such as attempts to set aside the award or resist enforcement in other jurisdictions).

3. Where the court is satisfied the papers are in order, it will issue an order allowing leave to enforce the award.

4. This order must then be served on the respondent by delivering a copy to him personally or by sending a copy to him at his usual or last known place of residence or business or in such other manner as the court may direct.

5. Within 14 days of service of the order, the respondent may apply to set aside the order.

An application to set aside an order granting leave to enforce generally results in the suspension of the applicant-creditor's right to enforce an award; the debtor will simply have to apply to set aside the order for granting leave to enforce the award on the bases, among other things, relied on for the setting aside application.[37] An appeal on a point of law (in domestic cases), on the other hand, does not automatically suspend the right to enforce an award.

When a foreign award has been annulled at the seat, it is likely such annulment will preclude the award from being enforced in Singapore.[38] A Singapore court could stay enforcement proceedings pending a setting-aside at the seat pursuant to the New York Convention, though this has not been tested.

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[32] O 69A r 6 for proceedings under the IAA; O 69 r 14 for proceedings under the AA.

[33] In particular, the name and the usual or last known place of residence or business of either party.

[34] *Aloe Vera of America, Inc v Asianic Food (S) Pte Ltd and another* [2006] 3 SLR(R) 174 at [42].

[35] *Strandore Invest A/S and others v Soh Kim Wat* [2010] SGHC 151 at [22].

[36] *AUF v AUG and other matters* [2016] 1 SLR 859 at [164]-[165].

[37] O 69A r 6(4) for proceedings under the IAA; O 69 r 14(4) for proceedings under the AA.

[38] See *PT First Media TBK (formerly known as PT Broadband Multimedia TBK) v Astro Nusantara International BV and others and another appeal* [2014] 1 SLR 372 at [77], where the Court of Appeal, despite eventually leaving the question open, indicated a preference for the view that awards that had been set aside cannot be enforced: "While the wording of Art V(1)(*e*) of the New York Convention and Art 36(1)(*a*)(v) of the Model Law arguably contemplates the possibility that an award which has been set aside *may* still be enforced, in the sense that the *refusal* to enforce remains subject to the discretion of the enforcing court, the contemplated *erga omnes* effect of a successful application to set aside an award would generally lead to the conclusion that there is simply *no award to enforce*. What else could it mean to set aside an award? If this avenue of recourse would only ever be of efficacy in relation to enforcement proceedings in the seat court, then it seems to have been devised for little, if any, discernible purpose. As such, we do not think that in principle, even the wider notion of "double-control" can encompass the same approach as has been adopted by the French courts. The refusal to enforce awards which have not been set aside at the seat court may therefore constitute one of the outer-limits of "double-control". However, as this specific issue is not directly engaged in the present appeal, we offer no further comment beyond these tentative thoughts."

Foreign awards – in the sense of arbitral awards made in pursuance of an arbitration agreement in the territory of a New York Convention country other than Singapore – are enforceable in the same manner as an award made in Singapore.[39]

5. Funding Arrangements

5.1 Are there restrictions to the use of contingency or alternative fee arrangements or third-party funding at the jurisdiction? If so, what is the practical and/or legal impact of such restrictions?

Contingency or alternative fee arrangements or third-party funding are generally prohibited by the laws against champerty and maintenance. This has recently been changed by legislation as follows:[40] (i) the common law torts of maintenance and champerty are abolished;[41] (ii) contracts affected by maintenance and champerty continue to be contrary to public policy or are otherwise illegal, and hence are unenforceable unless they fall under permitted categories; and (iii) permitted categories will be specified in subsidiary legislation, the only permitted category at present being arbitration and mediation (and their related court proceedings).[42]

6. Reform in Singapore

6.1 Is there likely to be any significant reform of the arbitration law in the near future?

Given the prevailing position which generally espouses minimal curial intervention in line with the Model Law, as discussed above, any reforms in the future are likely to develop along the lines of supporting, rather than resisting arbitration.

Relatedly, in the light of Singapore's increasing prominence as an arbitration hub, there have recently been calls by prominent practitioners (including the former Attorney-General) for an international ethics code for arbitration practice to be forged.[43]

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39 See section 29 of the IAA.

40 See generally: https://www.mlaw.gov.sg/content/dam/minlaw/corp/News/Civil%20Law%20Amendment.pdf.

41 Section 5A of the Civil Law Act (Cap 43).

42 Section 5B of the Civil Law Act (Cap 43); Civil Law (Third-Party Funding) Regulations 2017 (http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A66e51c5d-5e38-4671-acf2-cbaa38abb068%20ValidTime%3A20171112000000%20TransactionTime%3A20171112000000;rec=0;resUrl=http%3A%2F%2Fstatutes.agc.gov.sg%2Faol%2Fbrowse%2FtitleResults.w3p%3Bletter%3DC%3BpNum%3D3%3Btype%3DactsCur).

43 See http://www.straitstimes.com/singapore/spore-urged-to-take-lead-in-ethics-code-for-arbitration (accessed 14 March 2018).