

ARBITRATION IN SINGAPORE

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1. Legislative framework

- 1.1.1 There are two separate legal regimes governing the arbitration process in Singapore:
- the domestic regime, which concerns arbitrations that are conducted pursuant to domestic arbitration agreements and is governed by the Arbitration Act 2001 (**Singapore Arbitration Act**);¹ and
 - the international regime, which concerns arbitrations that are conducted pursuant to international arbitration agreements and is governed by the International Arbitration Act.²
- 1.1.2 The first domestic act governing arbitration was the Arbitration Ordinance which came into force in 1953. It was based on the United Kingdom's Arbitration Act of 1950. The Arbitration Ordinance 1953 was amended from time to time, until its last edition, the Arbitration Act 1985 (**1985 Act**).³ The 1985 Act was repealed by the Singapore Arbitration Act, which came into force on 1 March 2002. The purpose of the Singapore Arbitration Act was to align the domestic arbitration law with the Model Law (1985).
- 1.1.3 The International Arbitration Act came into force in 1995 and has been amended several times, most recently by the International Arbitration (Amendment) Act 2009 (**International Arbitration Act Amendments**), which entered into effect from 1 January 2010. The International Arbitration Act gives effect to the Model Law (1985), with the exception of Chapter VIII, by setting it out in Schedule 1 to the International Arbitration Act.⁴
- 1.1.4 However, the main body of the International Arbitration Act prevails over its Schedules and modifies the Model Law (1985) in certain respects, such as:
- immunity of arbitrators;
 - court assistance in taking evidence;
 - confidentiality of arbitral proceedings;
 - appointment of a third arbitrator, in situations where three arbitrators are to be appointed; and
 - grounds for setting aside an award.

¹ Statutes of the Republic of Singapore (Revised Edition 2002) (**Singapore Statutes**), ch 10.

² *Ibid*, ch 143A.

³ *Ibid*, ch 10.

⁴ International Arbitration Act, s 3(1).

- 1.1.5 The changes introduced by the International Arbitration Act Amendments were aimed at further modifying the International Arbitration Act to align it to the Model Law (2006). However, the changes were made to the main body of the International Arbitration Act only, and Schedule 1 remains unchanged.⁵
- 1.1.6 Currently, the default provision of the International Arbitration Act is that, subject to the International Arbitration Act, the Model Law (1985), with the exception of Chapter VIII, shall have the force of law in Singapore.⁶
- 1.1.7 The main changes introduced by the International Arbitration Act Amendments relate to:
- the power of the Singapore Court to make interim orders;⁷
 - the definition of an arbitration agreement;⁸ and
 - the designation of authenticating persons.⁹
- 1.1.8 As a result of the enactment of the International Arbitration Act, Singapore has become a preferred choice for international arbitration in Asia.

2. Scope of application and general provisions of the Singapore Arbitration Act and the International Arbitration Act

2.1 Subject matter

- 2.1.1 The International Arbitration Act applies to international arbitrations (as defined below), as well as to non-international arbitrations where the parties have a written agreement that Part II of the International Arbitration Act or the Model Law (1985) will apply.¹⁰

⁵ International Arbitration Act, sch 1 sets out the Model Law (1985) without taking into account the amendments introduced in the Model Law (2006). For the text of the Model Law (1985), see CMS Guide to Arbitration, vol II, appendix 2.1.

⁶ International Arbitration Act, s 3(1).

⁷ *Ibid*, s 12A.

⁸ *Ibid*, s 2.

⁹ *Ibid*, s 19C.

¹⁰ *Ibid*, s 5(1).

- 2.1.2 An arbitration is considered “international” if:
- at least one of the parties has its place of business in any State¹¹ other than Singapore at the time the arbitration agreement was concluded;
 - the agreed seat of the arbitration is situated outside of the State in which the parties have their place of business;
 - any place where a substantial part of the obligation of the commercial relationship is to be performed, or the place to 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; or
 - the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one State.¹²
- 2.1.3 In order to determine a party’s place of business, the International Arbitration Act provides that:
- if a party has more than one place of business, the place of business shall be the one which has the closest relationship to the agreement; and
 - if a party does not have a place of business, a reference to “place of business” shall be construed as a reference to that party’s habitual residence.¹³
- 2.1.4 The Singapore Arbitration Act applies to any arbitration where the seat of the arbitration is Singapore and where Part II of the International Arbitration Act does not apply.¹⁴ Therefore, the Singapore Arbitration Act operates where the International Arbitration Act does not.

2.2 General principles

- 2.2.1 Arbitration in Singapore can be administered by an arbitral institution, such as the Singapore International Arbitration Centre (**SIAC**), or it can be administered on an ad hoc basis.
- 2.2.2 The SIAC administers most of its cases under its own rules of arbitration, the Arbitration Rules of the SIAC (**SIAC Rules**).¹⁵
- 2.2.3 The international regime, with its adoption of much of the Model Law (1985), favours greater party autonomy and reduces the degree of court intervention. In contrast, the domestic regime allows for closer court supervision.

¹¹ As defined by International Arbitration Act, s 3(2), “State” means Singapore and any country other than Singapore.

¹² International Arbitration Act, s 5(2).

¹³ *Ibid*, s 5(3).

¹⁴ Singapore Arbitration Act, s 3.

¹⁵ SIAC Rules, 4th ed, in force 1 July 2010 (**SIAC Rules**) (see CMS Guide to Arbitration, vol II, appendix 3.14).

3. The arbitration agreement

3.1 Definitions

3.1.1 The Singapore Arbitration Act defines an arbitration agreement as “an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them whether contractual or not.”¹⁶

3.1.2 The International Arbitration Act, on the other hand, defines an arbitration agreement as “an agreement in writing referred to in Article 7 of the Model Law (1985) and includes an agreement deemed or constituted under Subsection (3) or (4)”. This embraces electronic communications as provided for by Option 1 of Article 7 of the Model Law (1985), but does not include oral agreements.

3.2 Formal requirements

3.2.1 Both the Singapore Arbitration Act and the International Arbitration Act provide that an arbitration agreement is deemed to have been constituted in the following circumstances:

- where a party asserts the existence of an arbitration agreement in a pleading, statement of case or any document in circumstances in which the assertion calls for a reply but is not denied;¹⁷ or
- where a reference in a bill of lading to a charterparty or some other document containing an arbitration clause is such as to make that clause part of the bill of lading.¹⁸

Singapore Arbitration Act

3.2.2 The requirements for a valid arbitration agreement to exist are set out in Section 4 of the Singapore Arbitration Act. An arbitration agreement can take the form of an arbitration clause in the contract or as a separate agreement.¹⁹

3.2.3 The Singapore Arbitration Act states that the arbitration agreement must be in writing and must be contained in:

- a document signed by the parties; or
- an exchange of letters, telex, telefacsimile or other means of communication that provide a record of the agreement.²⁰

¹⁶ Singapore Arbitration Act, s 4(1).

¹⁷ Singapore Arbitration Act, s 4(4) and International Arbitration Act, s 2(3).

¹⁸ Singapore Arbitration Act, s 4(5) and International Arbitration Act, s 2(4).

¹⁹ Singapore Arbitration Act, s 4(2). Singapore Arbitration Act, s 4(1) and (2) correspond to the Model Law (1985), art 7(1) (see CMS Guide to Arbitration, vol II, appendix 2.1).

²⁰ Singapore Arbitration Act, s 4(3). This section is similar to the Model Law (1985), art 7(1) (see CMS Guide to Arbitration, vol II, appendix 2.1).

The International Arbitration Act

- 3.2.4 The International Arbitration Act adopts the formal requirements of Article 7 of the Model Law (1985), which also requires that the arbitration agreement must be in writing.²¹

Model arbitration clause

- 3.2.5 There are no specific words or form which must be used to constitute an arbitration agreement. However, an intention to arbitrate must be clear and unequivocal.

3.3 Opting in and out

- 3.3.1 The operation of the dual-track arbitration regime in Singapore allows the parties to pre-select a particular regime. This allows parties to “opt-in” or “opt-out” of the relevant legislation. This is achieved by making reference, in the arbitration clause, to the International Arbitration Act or the Singapore Arbitration Act and “opting-in” or “opting-out” of the desired regime.

- 3.3.2 In the International Arbitration Act, this is enabled by Section 15(1) which provides as follows:

If the parties to an arbitration agreement have expressly agreed either:

- a) that the Model Law (1985) or this Part shall not apply to the arbitration; or
- b) that the Singapore Arbitration Act or the repealed Arbitration Act shall apply to the arbitration,

then, both the Model Law (1985) and this Part shall not apply to that arbitration but the Singapore Arbitration Act or the repealed Arbitration Act (if applicable) shall apply to that arbitration.

3.4 Separability

- 3.4.1 Separability is incorporated into the Singapore Arbitration Act and the International Arbitration Act. The doctrine of separability means that an arbitration clause is treated as a separate agreement independent of the other terms of the contract.²² Therefore, a decision that the contract is null and void does not entail, as a matter of law, that the arbitration clause is invalid.²³

- 3.4.2 The doctrine of separability supports the principle of *competence-competence* discussed at section 5.1 below.

²¹ International Arbitration Act, s 2.

²² Singapore Arbitration Act, s 21(2) and International Arbitration Act, sch 1, art 16(1).

²³ *Ibid.*

3.5 Special tests and requirements of the jurisdiction

- 3.5.1 The Singapore Arbitration Act does not impose any special tests or requirements for jurisdiction, beyond the requirement that the International Arbitration Act does not apply to the arbitration.²⁴
- 3.5.2 The basis for the application of the International Arbitration Act is discussed above at paragraphs 2.1.1 to 2.1.3. The International Arbitration Act permits all disputes agreed upon by the parties to be submitted to arbitration unless it is contrary to public policy to do so.²⁵
- 3.5.3 The International Arbitration Act also provides that an arbitration shall not be held to lack jurisdiction on the basis that a written law confers jurisdiction on a court, but does not refer to the determination of the matter by arbitration.²⁶

4. Composition of the arbitral tribunal

4.1 Constitution of the arbitral tribunal

- 4.1.1 Under both the Singapore Arbitration Act and the International Arbitration Act, the parties are free to agree on the procedure for appointing arbitrators.²⁷ Arbitrators can be of any nationality and do not require any formal legal training or qualifications,²⁸ although standard practice is that many of the arbitrators in Singapore are lawyers.
- 4.1.2 The SIAC has a panel of arbitrators from which appointments are normally made. If the parties fail to agree on the procedure by which appointments are to be made, either party may apply to the appointing authority (now the Deputy Chair of the SIAC, unless otherwise agreed) to make an appointment.²⁹

²⁴ Singapore Arbitration Act, s 3.

²⁵ International Arbitration Act, s 11(1).

²⁶ *Ibid*, s 11(2).

²⁷ Singapore Arbitration Act, s 13(2) and International Arbitration Act, sch 1, art 11, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

²⁸ Singapore Arbitration Act, s 13(1) and International Arbitration Act, sch 1, art 11(1).

²⁹ Singapore Arbitration Act, s 13(3)(b) and International Arbitration Act, sch 1, art 11(3)(b) of the Model Law (1985), art 6 (see CMS Guide to Arbitration, vol II, appendix 2.1) and International Arbitration Act, s 8(2).

4.1.3 The parties are free to agree on the number of arbitrators.³⁰ Where the parties do not reach an agreement, the default position is to appoint a sole arbitrator.³¹ This position diverges from the default position under the Model Law (1985), which is to have a three member arbitral tribunal.³²

4.1.4 Decisions shall be made by a majority of the arbitral tribunal.³³ Where the parties agree to have an even number of arbitrators, and are therefore not assured of a majority decision, it is necessary that the parties also agree on the method by which deadlocks will be resolved. Alternatively, the presiding arbitrator has authority to determine matters of procedure,³⁴ so may determine the procedure in the event of a deadlock.

4.2 Procedure for challenging arbitrators

4.2.1 Under both regimes, an arbitrator's appointment may only be challenged if:

- circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence; or
- the arbitrator does not possess the qualifications agreed to by the parties.³⁵

4.2.2 The Singapore Arbitration Act provides that:

A party may request the High Court of Singapore to remove an arbitrator –

- a) who is physically or mentally incapable of conducting the arbitral proceedings or where there are justifiable doubts as to his capacity to do so; or
- b) who has refused or failed –
 - (i) to properly conduct the arbitral proceedings; or
 - (ii) to use all reasonable despatch in conducting the arbitral proceedings or making an award,

and where substantial injustice has been or will be caused to that party.³⁶

³⁰ Singapore Arbitration Act, s 12(1) and International Arbitration Act, sch 1, art 10(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

³¹ Singapore Arbitration Act, s 12(2) and International Arbitration Act, s 9.

³² Model Law (1985), art 10(2) (see CMS Guide to Arbitration, vol II, appendix 2.1).

³³ Singapore Arbitration Act, s 19 and International Arbitration Act, sch 1, art 29, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

³⁴ Singapore Arbitration Act, s 19(2) and International Arbitration Act, sch 1, art 29, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

³⁵ Singapore Arbitration Act, s14(3) and International Arbitration Act, sch 1, art 12(2), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

³⁶ Singapore Arbitration Act, s 16(1).

- 4.2.3 Under the Singapore Arbitration Act, if the parties have vested the power to remove an arbitrator in a specified person or institution, the courts will not exercise their powers unless satisfied that the parties have first exhausted their recourse to that person or institution.³⁷
- 4.2.4 Under the International Arbitration Act, an arbitrator may be removed by the competent court if they are unable to perform their functions or are acting with undue delay.³⁸ The parties may terminate an arbitrator's mandate by agreement on the same grounds.³⁹

4.3 Substitution of arbitrators

- 4.3.1 Under the Singapore Arbitration Act, parties are free to decide procedures concerning the substitution of an arbitrator who has ceased to hold office.⁴⁰ Parties may determine:
- whether and if so how the vacancy is to be filled;
 - whether and if so to what extent the previous arbitral proceedings should stand; and
 - what effect (if any) an arbitrator ceasing to hold office has on any appointment made by that arbitrator (alone or jointly).
- 4.3.2 In the event that the parties cannot agree on the substitution of an arbitrator in the manner above, ordinary provisions relating to the appointment of arbitrators shall apply.⁴¹
- 4.3.3 Under the International Arbitration Act, a substitute arbitrator will be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.⁴²

4.4 Arbitration fees and expenses

- 4.4.1 Under the domestic regime, the parties are jointly and severally liable to pay the arbitral tribunal's reasonable fees and expenses.⁴³

³⁷ *Ibid.*, s 16(2).

³⁸ International Arbitration Act, sch 1, art 14(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

³⁹ *Ibid.*

⁴⁰ Singapore Arbitration Act, s 18(1).

⁴¹ *Ibid.*, s 18(2).

⁴² International Arbitration Act, sch 1, art 15, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁴³ Singapore Arbitration Act, s 40(1).

4.4.2 Under both regimes, unless the fees of the arbitral tribunal have been agreed to by the parties, any party may require that the fees be assessed either by the Registrar of the Supreme Court under the Singapore Arbitration Act or the Registrar of the SIAC under the International Arbitration Act.⁴⁴

4.4.3 If the arbitral tribunal is appointed by the SIAC, or the arbitration is being administered by the SIAC, it is usual for the fees of the arbitral tribunal to be agreed upon prior to the commencement of the arbitral proceedings.⁴⁵

4.5 Arbitrator immunity

4.5.1 The immunity conferred on arbitrators is the same under the domestic and international regimes. Arbitrators will not be liable for:

- negligence in respect of anything done or omitted to be done in the capacity of arbitrator; or
- any mistake in law, fact or procedure made in the course of arbitral proceedings or in the making of an award.⁴⁶

4.5.2 Importantly, under the international regime, immunity extends to any appointing authorities and other bodies empowered to make appointments.⁴⁷

5. Jurisdiction of the arbitral tribunal

5.1 Competence to rule on jurisdiction

5.1.1 Under both the domestic and international regimes, an arbitral tribunal has the power to rule on its own jurisdiction (the principle of *competence-competence*).⁴⁸

5.1.2 A challenge to the arbitral tribunal's jurisdiction must be raised before the submission of the statement of defence.⁴⁹ If, on a preliminary question, the arbitral tribunal rules that it has jurisdiction, a party may make an appeal within 30 days to the relevant court.⁵⁰

⁴⁴ Singapore Arbitration Act, s 40(2) and International Arbitration Act, s 21(2).

⁴⁵ SIAC Rules, art 30.1 (see CMS Guide to Arbitration, vol II, appendix 3.14).

⁴⁶ Singapore Arbitration Act, s 20 and International Arbitration Act, s 25.

⁴⁷ International Arbitration Act, s 25A(1).

⁴⁸ Singapore Arbitration Act, s 21(1) and International Arbitration Act, sch 1, art 16(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁴⁹ Singapore Arbitration Act, s 21(4) and International Arbitration Act, sch 1, art 16(2), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁵⁰ Singapore Arbitration Act, s 21(9) and International Arbitration Act, s 10 and sch 1, art 16(3), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

5.2 Power to order interim measures

5.2.1 Under the domestic regime, the parties can agree on the powers which may be exercised by the arbitral tribunal.⁵¹ The Singapore Arbitration Act also expressly lists general powers that are exercisable by an arbitral tribunal.⁵² Those powers include some interim measures such as granting an order for security of costs, discovery of documents and interrogatories.⁵³

5.2.2 Under the international regime, the arbitral tribunal is granted powers to make orders or directions for:

- security for costs;
- discovery of documents and interrogatories;
- giving of evidence by affidavit;
- the preservation, interim custody or sale of any property which is or forms part of the subject matter of the dispute;
- samples to be taken from, or any observation to be made of or experiment conducted upon, any property which is or forms part of the subject matter of the dispute;
- the preservation and interim custody of any evidence for the purposes of the arbitral proceedings;
- securing the amount in dispute;
- ensuring that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party; and
- an interim injunction or any other interim measure.⁵⁴

5.2.3 The International Arbitration Act currently incorporates the provisions of Article 17 of the Model Law (1985), which are supplemented by additional provisions introduced by the International Arbitration Act Amendments.⁵⁵ The express powers conferred upon the arbitral tribunal to order interim measures enable it to deal with different issues in one forum, thereby reducing the possibility of excessive court intervention.

⁵¹ Singapore Arbitration Act, s 28(1).

⁵² *Ibid*, s 28.

⁵³ *Ibid*, s 28(2).

⁵⁴ International Arbitration Act, s 12(1).

⁵⁵ See further section 8.4 below.

6. Conduct of proceedings

6.1 Common law tradition

6.1.1 Singapore is a common law jurisdiction. Common law systems involve complex procedural and evidentiary rules and are adversarial in nature. Generally, the parties to court proceedings conducted under such systems have little control over court processes. This can be contrasted with arbitral proceedings under the Singapore Arbitration Act or the International Arbitration Act where the parties have a greater degree of freedom to determine the procedures to be followed.

6.2 Commencing an arbitration

6.2.1 Under both the domestic and international regimes, unless it is otherwise agreed by the parties, the arbitral proceedings will commence on the date on which the respondent receives the request for the dispute to be referred to arbitration.⁵⁶

6.3 General procedural principles

6.3.1 If Singapore is the seat of the arbitration then the parties have the freedom to determine the procedures for conducting the arbitral proceedings.⁵⁷

6.3.2 Parties do not always conduct arbitration on an ad hoc basis and often choose to have the arbitration administered by an arbitral institution, such as the SIAC. If the parties adopt the SIAC Rules, the SIAC can administer the arbitral proceedings in accordance with those rules. Alternatively, the parties may choose to adopt the rules of another institution.

6.3.3 If the parties have not agreed on the procedure to be followed then the arbitral tribunal, subject to the provisions of the Singapore Arbitration Act or the International Arbitration Act, will be free to conduct the arbitration in the manner that it considers to be appropriate.⁵⁸

6.3.4 Under the domestic regime, the arbitral tribunal must act fairly and impartially and must give each party a reasonable chance of presenting its case.⁵⁹ Similarly, under

⁵⁶ Singapore Arbitration Act, s 9 and International Arbitration Act, sch 1, art 21, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁵⁷ Singapore Arbitration Act, s 23(1) and International Arbitration Act, sch 1, art 19, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁵⁸ Singapore Arbitration Act, s 23(2) and International Arbitration Act, sch 1, art 19.

⁵⁹ Singapore Arbitration Act, s 22.

the international regime, the arbitral tribunal is required to treat the parties with equality and must give each party a full opportunity to present its case.⁶⁰ There is no corresponding obligation in the International Arbitration Act to act impartially.

6.4 Seat and language of the arbitration

6.4.1 The parties may agree on the seat of the arbitration. Where the seat of the arbitration is Singapore, the Singapore Arbitration Act or the International Arbitration Act will generally govern the arbitral proceedings. The seat of the arbitration is fixed. In other words, the jurisdiction of the arbitration will be determined by the agreed “seat” of the arbitration, regardless of the actual location where the arbitration is conducted.

6.4.2 Under the international regime, the parties are free to agree on the language or languages to be used in the arbitration.⁶¹ Where there is no agreement, the arbitral tribunal will be free to make a determination as to what language or languages will be used in the arbitral proceedings.⁶² There is no corresponding provision of the Singapore Arbitration Act that governs languages.

6.5 Submissions

6.5.1 The parties have the right to agree on the format of submissions and the time frames in which they shall be made.⁶³ Where the parties have made no agreement, the claimant shall state:

- the facts supporting its claim;
- the points at issue; and
- the relief or remedy sought.⁶⁴

6.5.2 The respondent shall state its defence in respect of those issues.⁶⁵ Under both regimes, the parties may submit any documents that they consider to be relevant.⁶⁶

6.5.3 Under both regimes, unless otherwise agreed, the parties may amend or supplement their claim or defence during the course of the arbitral proceedings.

⁶⁰ International Arbitration Act, sch 1, art 18, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁶¹ International Arbitration Act, sch 1, art 22(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁶² International Arbitration Act, sch 1, art 22(1).

⁶³ Singapore Arbitration Act, s 24 and International Arbitration Act, sch 1, art 23, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁶⁴ Singapore Arbitration Act, s 24(1) and International Arbitration Act, sch 1, art 23(1).

⁶⁵ *Ibid.*

⁶⁶ Singapore Arbitration Act, s 24(2) and International Arbitration Act, sch 1, art 23(1).

The arbitral tribunal has the power to reject those amendments if it considers those amendments inappropriate, having regard to the delay in making the amendment.⁶⁷

6.6 Oral hearings and written proceedings

6.6.1 The parties have the power to agree on whether the arbitral proceedings will comprise a hearing or will be conducted only on the basis of documents and other materials. In the absence of an agreement between the parties, the arbitral tribunal can make a determination on this issue.⁶⁸

6.7 Default by one of the parties

6.7.1 In the event that the claimant fails to properly communicate its statement of claim, the arbitral tribunal will terminate the arbitral proceedings.⁶⁹

6.7.2 If the respondent fails to properly communicate its statement of defence, the arbitral tribunal will not treat the failure as an admission of the claimant's allegations.⁷⁰

6.7.3 Where a party fails to appear at a hearing or produce evidence, the arbitral tribunal will make an award on the evidence before it.⁷¹

6.7.4 The Singapore Arbitration Act provides that if the arbitral tribunal is satisfied that a delay caused by the claimant is inordinate and inexcusable, and that the delay has given rise to substantial risk that there will not be a fair resolution of the issues or is likely to cause serious prejudice to the respondent, then the arbitral tribunal may make an award dismissing the claim.⁷²

6.8 Evidence

6.8.1 The rules of evidence that apply to all court proceedings in Singapore do not apply to arbitral proceedings.⁷³

⁶⁷ Singapore Arbitration Act, s 24(3) and International Arbitration Act, sch 1, art 23(2).

⁶⁸ Singapore Arbitration Act, s 25(1) and International Arbitration Act, sch 1, art 24(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁶⁹ Singapore Arbitration Act, s 29(1)(a) and International Arbitration Act, sch 1, art 25(a), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁷⁰ Singapore Arbitration Act, s 29(1)(b) and International Arbitration Act, sch 1, art 25(b), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁷¹ Singapore Arbitration Act, s 29(1)(c) and International Arbitration Act, sch 1, art 25(c), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁷² Singapore Arbitration Act, s 29(3).

⁷³ Evidence Act of Singapore (1893), s 2(1) excludes its own application (with the exception of pt IV, relating to bankers' books) to arbitral proceedings.

6.8.2 Where the parties have not reached an agreement on the process to be followed by the arbitral tribunal, the arbitral tribunal has the power to conduct the arbitral proceedings in the manner that it considers to be appropriate.⁷⁴ This power extends to determining the admissibility, relevance, materiality and weight of any evidence.⁷⁵

6.9 Appointment of experts

6.9.1 Powers with respect to experts lie with the arbitral tribunal. Unless otherwise agreed by the parties, the arbitral tribunal may appoint experts with respect to specific issues and require parties to provide relevant documents for the purposes of the expert's determination.⁷⁶

6.9.2 Moreover, unless otherwise agreed by the parties, a party can request an expert to participate in a hearing (or the arbitral tribunal can require them to do so where necessary), in which case the parties can put questions to the expert and present their own expert witnesses to testify on the points in issue.⁷⁷

6.10 Confidentiality

6.10.1 The Singapore Arbitration Act requires that confidentiality be maintained in the event that an arbitrator acts as a mediator.⁷⁸ The International Arbitration Act provides the same with respect to an arbitrator acting as conciliator.⁷⁹

6.10.2 Confidentiality must also be maintained, unless waived by the parties, where the proceedings are not heard in open court.⁸⁰

6.10.3 Under the SIAC Rules 2010, the parties and the arbitral tribunal shall at all times treat all matters relating to the arbitral proceedings and the award as confidential.⁸¹ Parties and the arbitral tribunal must not, without the written consent of all parties, disclose confidential matters to third parties, except:

⁷⁴ Singapore Arbitration Act, s 23(2) and International Arbitration Act, sch 1, art 19, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁷⁵ Singapore Arbitration Act, s 23(3) and International Arbitration Act, sch 1, art 19(2).

⁷⁶ Singapore Arbitration Act, s 27(1) and International Arbitration Act, sch 1, art 26(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁷⁷ Singapore Arbitration Act, s 27(2) and International Arbitration Act, sch 1, art 26(2), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁷⁸ Singapore Arbitration Act, s 63(2).

⁷⁹ Singapore Arbitration Act, s 57 and International Arbitration Act, s 17.

⁸⁰ Singapore Arbitration Act, s 27(1) and International Arbitration Act, s 23.

⁸¹ SIAC Rules, Rule 35.1 (see CMS Guide to Arbitration, vol II, appendix 3.14).

- for the purpose of making a court application to enforce or challenge the award;
- pursuant to an order of, or a subpoena issued by, a court of competent jurisdiction;
- for the purpose of pursuing or enforcing a legal right or claim;
- in compliance with the provision of the laws of any State which are binding on the party making the disclosure;
- in compliance with the request or requirement of any regulatory body or other authority; or
- pursuant to an order by the arbitral tribunal on application by a party with proper notice to the other parties.⁸²

6.10.4 Under the SIAC Rules, the arbitral tribunal has the power to take appropriate measures, including issuing an award for sanctions or costs, if a party breaches the above provisions.⁸³

7. Making of the award and termination of proceedings

7.1 Remedies

7.1.1 Under the domestic regime, the parties may agree on the remedies that the arbitral tribunal may grant. Where there is no agreement between the parties, the arbitral tribunal may award any remedy that the court could award if the dispute had been the subject of civil proceedings in that court.⁸⁴

7.1.2 Similarly, under the international regime, the arbitral tribunal may award any remedy or relief that could have been ordered by the High Court if the dispute was the subject of civil proceedings in the High Court.⁸⁵

7.1.3 This provision under the international regime is without prejudice to the application of Article 28 of the Model Law (1985), which allows the parties to choose the rules of law applicable to the substance of the dispute. Accordingly, where the parties choose to designate a particular legal system to govern the substantive issues of the dispute, that choice will impact upon any remedy that the arbitral tribunal is able to grant.

⁸² SIAC Rules, Rule 35.2 (see CMS Guide to Arbitration, vol II, appendix 3.14).

⁸³ SIAC Rules, Rule 35.4 (see CMS Guide to Arbitration, vol II, appendix 3.14).

⁸⁴ Singapore Arbitration Act, s 34.

⁸⁵ International Arbitration Act, s 12(5)(a).

7.2 Form, content, notification and effect of an award

7.2.1 Awards must be in writing, signed and state:

- the reasons on which it is based, unless the parties have agreed otherwise, or that it is an award on agreed terms;
- the date of the award; and
- the seat of the arbitration.⁸⁶

7.2.2 After an award is made, signed copies should be delivered to the parties. Awards are final and binding on the parties and can only be varied, amended, corrected or reviewed in accordance with the procedures set out in under the Singapore Arbitration Act or the International Arbitration Act.⁸⁷

7.2.3 Any challenge to awards must be made in accordance with the provisions of the Singapore Arbitration Act or the International Arbitration Act, depending on whether the arbitration is domestic or international.⁸⁸

7.3 Settlement

7.3.1 Where the parties reach an agreement to settle their dispute, the arbitral tribunal must terminate the arbitral proceedings.⁸⁹ The parties can request that the arbitral tribunal records the settlement in the form of an award on agreed terms.⁹⁰ However, the arbitral tribunal has the power to refuse that request. With leave of the relevant court, an award on agreed terms can be enforced in the same manner as a judgment or order of the court.⁹¹

7.4 Power to award interest and costs

7.4.1 Under both the domestic and international regimes, the arbitral tribunal has the power to award interest.⁹² Furthermore, if the award does not specify otherwise, the award shall carry interest from the date of the award as if it was a judgment debt.⁹³

⁸⁶ Singapore Arbitration Act, s 38(1) and International Arbitration Act, sch 1, art 31(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁸⁷ Singapore Arbitration Act, s 44(2) and International Arbitration Act, s 198(2).

⁸⁸ Singapore Arbitration Act, s 44(4) and International Arbitration Act, s 198(4).

⁸⁹ Singapore Arbitration Act, s 37(1) and International Arbitration Act, sch 1, art 30, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁹⁰ *Ibid.*

⁹¹ Singapore Arbitration Act, s 37(3) and International Arbitration Act, s 18.

⁹² Singapore Arbitration Act, s 35(1) and International Arbitration Act, s 12(5)(b).

⁹³ Singapore Arbitration Act, s 35(2) and International Arbitration Act, s 20.

7.4.2 Under both regimes, the arbitral tribunal has the power to make orders regarding the costs of the arbitration.

7.5 Correction, clarification and issuance of a supplemental award

7.5.1 A party may, within 30 days of the receipt of the award, or within a period otherwise agreed upon, request the correction of any error in computation, any clerical or typographical error or errors of a similar nature.⁹⁴

7.5.2 Subject to the same time limitations, a party may, with the agreement of the other parties, request the arbitral tribunal to give an interpretation of a specific point or part of the award.⁹⁵

7.5.3 A party may, within 30 days of the receipt of the award, or within a period otherwise agreed upon, request the arbitral tribunal to make an additional award as to claims presented during the arbitral proceedings but omitted from the award.⁹⁶ The arbitral tribunal may make such an award if it considers the request justified.⁹⁷

7.6 Termination of the proceedings

7.6.1 The Singapore Arbitration Act makes no provision for termination of the arbitral proceedings.

7.6.2 Under the International Arbitration Act, arbitral proceedings are terminated where:

- a party withdraws its claim (unless the respondent objects to termination);
- the parties agree; or
- continuing the arbitral proceedings has become impossible or unnecessary.⁹⁸

⁹⁴ Singapore Arbitration Act, s 43(1)(a) and International Arbitration Act, sch 1, art 33(1)(a), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁹⁵ Singapore Arbitration Act, s 43(1)(b) and International Arbitration Act, sch 1, art 33(1)(b).

⁹⁶ Singapore Arbitration Act, s 43(4) and International Arbitration Act, sch 1, art 33(3), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁹⁷ Singapore Arbitration Act, s 43(5) and International Arbitration Act, sch 1, art 33(4), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

⁹⁸ International Arbitration Act, sch 1, art 33(2), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

8. Role of the courts

8.1 Jurisdiction of the courts

8.1.1 Under the International Arbitration Act, no court shall intervene in arbitral proceedings unless there is an express provision in the International Arbitration Act permitting it to do so.⁹⁹ Such express provisions include the right to:

- appoint arbitrators (failing agreement of the parties);¹⁰⁰
- decide on challenges to arbitrators;¹⁰¹
- decide on the termination of an arbitrator's mandate for a failure or impossibility to act;¹⁰²
- decide whether the arbitral tribunal has jurisdiction;¹⁰³ and
- set aside an award on certain grounds.¹⁰⁴

8.1.2 Under the Singapore Arbitration Act, the court does not have the power to review an award, except where the Singapore Arbitration Act expressly provides.¹⁰⁵ However, the courts have a greater degree of involvement in domestic arbitral proceedings compared to the international regime.

8.1.3 Under the domestic regime, the courts have certain powers for the purposes of – and in relation to – arbitral proceedings, which can be summarised as:

- the same powers that the arbitral tribunal is granted under Section 28 of the Singapore Arbitration Act;¹⁰⁶
- the power to secure amounts in dispute;
- the power to prevent the dissipation of assets that would render any award ineffectual; and
- the power to award an interim injunction or any other interim measure.¹⁰⁷

⁹⁹ International Arbitration Act, sch 1, art 5, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹⁰⁰ International Arbitration Act, sch 1, art 11(3), art 11(4), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹⁰¹ International Arbitration Act, sch 1, art 13(3), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹⁰² International Arbitration Act, sch 1, art 14(1), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹⁰³ International Arbitration Act, sch 1, art 16(3), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹⁰⁴ International Arbitration Act, sch 1, art 34, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1) and International Arbitration Act, s 24.

¹⁰⁵ Singapore Arbitration Act, s 47.

¹⁰⁶ On which see section 5.2 above.

¹⁰⁷ Singapore Arbitration Act, s 31.

8.2 Stay of court proceedings

- 8.2.1 Where a party to an arbitration agreement has brought court proceedings in respect of any matter which is the subject of the agreement against any other party to that arbitration agreement, that other party may, after appearance and before delivering a pleading or taking any other step in the court proceedings, apply to that court to stay those proceedings, so far as they relate to that matter.¹⁰⁸
- 8.2.2 In the domestic context, the court may stay the proceedings, so far as they relate to the matter, if it is satisfied that:
- there is no sufficient reason why the matter should not be referred to arbitration in accordance with the arbitration agreement; and
 - the applicant was, at the time when the court proceedings commenced, and still remains, ready and willing to do all things necessary for the proper conduct of the arbitration.¹⁰⁹
- 8.2.3 In the international context, a stricter approach is taken, as the court will make an order staying the court proceedings, so far as they relate to the matter, unless the court is satisfied that the arbitration agreement is null and void, inoperative or incapable of being performed.¹¹⁰
- 8.2.4 Under both regimes, after ordering a stay, the court may issue interim or supplementary orders in relation to property that is the subject matter of the dispute.¹¹¹ The court may also elect to discontinue court proceedings where no party has taken any further steps in those proceedings for a period of two years following the stay.¹¹²

8.3 Extension of time for commencement of arbitral proceedings

- 8.3.1 Under the domestic regime, if an arbitration agreement purports to bar a party from making a claim because they have not taken a step in the commencement of arbitral proceedings within the time specified by the agreement, the court has the power to grant an extension of that time period.¹¹³

¹⁰⁸ Singapore Arbitration Act, s 6(1) and International Arbitration Act, s 6(1).

¹⁰⁹ Singapore Arbitration Act, s 6(1).

¹¹⁰ International Arbitration Act, s 6(2).

¹¹¹ Singapore Arbitration Act, s 6(3) and International Arbitration Act, s 6(3).

¹¹² Singapore Arbitration Act, s 6(4) and International Arbitration Act, s 6(4).

¹¹³ Singapore Arbitration Act, s 10(1).

8.3.2 The court will only exercise that power if it is satisfied that, in the circumstances of the case, undue hardship would otherwise be caused¹¹⁴ and that all arbitral avenues to gain an extension of time have been exhausted.¹¹⁵

8.3.3 The courts have no equivalent power under the international regime.

8.4 Interim protective measures

8.4.1 Under the international regime, it is not incompatible with an arbitration agreement for a court to grant an interim measure.¹¹⁶

8.4.2 The High Court, or a judge thereof, has express power to grant interim measures equivalent to those that the arbitral tribunal can make under Section 12(1) of the International Arbitration Act, save for the power to make orders or give directions in relation to security for costs, discovery of documents or interrogatories. However, those powers are subject to a number of restrictions to limit excessive court intervention. In particular, the High Court will not make an order where the arbitral tribunal or other nominated body has the power to act effectively.¹¹⁷

8.4.3 Prior to the introduction of the recent International Arbitration Act Amendments, certain issues were raised in relation to interim measures in Singapore. One issue was whether it is appropriate for an arbitral tribunal to hear applications for interim measures, or whether the courts of Singapore ought to do so. The Court of Appeal initially clarified this position by expressing that the courts will not intervene in an arbitral tribunal's jurisdiction unless it is necessary to do so.¹¹⁸ This issue has now been expressly confirmed by the International Arbitration Act Amendments.¹¹⁹

8.4.4 Another issue that was resolved by the International Arbitration Act Amendments concerned the support of arbitral proceedings taking place outside of Singapore (i.e. freezing orders). Initially it was clarified by the Court of Appeal,¹²⁰ but it is now codified by the International Arbitration Act Amendments that the High Court can make interim orders irrespective of whether the seat of the arbitration is in the

¹¹⁴ *Ibid.*

¹¹⁵ Singapore Arbitration Act, s 10(2)(a).

¹¹⁶ International Arbitration Act, sch 1, art 9, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹¹⁷ International Arbitration Act, s 12A(6).

¹¹⁸ *NCC International AB v Alliance Concrete Singapore Pte Ltd.* [2008] 2 SLR 565.

¹¹⁹ International Arbitration Act, s 12A(6).

¹²⁰ *Swift-Fortune v Magnifica Marine SA* [2007] 1 SLR 629.

territory of Singapore.¹²¹ This change brought the International Arbitration Act closer in line with Article 17J of the Model Law (2006). However, following a consultation, other changes introduced by Model Law (2006) in respect of interim measures were not adopted.

- 8.4.5 Under the domestic regime, the court also has powers exercisable in support of arbitral proceedings, including the power to make an order for interim measures such as an interim injunction.¹²² The powers of the court under the Singapore Arbitration Act extend to making orders in relation to security for costs and discovery, which are excluded under the international regime.
- 8.4.6 Under both regimes, where the arbitral tribunal has made an order to which an order of the court relates, the order of the court ceases to have effect in whole or in part.¹²³

8.5 Obtaining evidence and other court assistance

- 8.5.1 Under both regimes, the courts can compel a witness to appear before the arbitral tribunal to give evidence or produce specified documents.¹²⁴
- 8.5.2 Under the international regime, the arbitral tribunal, or a party with its approval, may request assistance from a court in the taking of evidence.¹²⁵
- 8.5.3 Importantly, under both regimes, all orders of an arbitral tribunal will be enforceable in the same manner as if they were made by the court, if the leave of the relevant court is obtained by the arbitral tribunal.¹²⁶

9. Challenging and appealing an award through the courts

9.1 Loss of the right to object to an award

- 9.1.1 Under the Singapore Arbitration Act and the International Arbitration Act, an application to set aside an award may not be made after three months have passed

¹²¹ International Arbitration Act, s 12A(1).

¹²² Singapore Arbitration Act, s 31(1)(d).

¹²³ Singapore Arbitration Act, s 31(2) and International Arbitration Act, s 12A(7).

¹²⁴ Singapore Arbitration Act, s 30 and International Arbitration Act, s 13.

¹²⁵ International Arbitration Act, sch 1, art 27, which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹²⁶ Singapore Arbitration Act, s 28(4) and International Arbitration Act, s 12(6).

from the date that the party making the application received the award,¹²⁷ or, if a claim has been made requesting an additional award or requesting the correction or interpretation of an award, after three months from the date on which that request had been disposed of by the arbitral tribunal.

9.2 Challenging the award

9.2.1 There are a number of grounds on which an award made under the International Arbitration Act may be judicially challenged.¹²⁸ In summary, an award may be set aside where a party makes an application proving that:

- a party to the agreement was under some incapacity when the agreement was made;
- the arbitration agreement was not valid under the applicable law;
- the applicant was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings;
- the applicant was unable to present its case;
- the award deals with matters not falling within the terms of the submission to arbitration;
- the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties;
- the award has not yet become binding or has been set aside by a competent court;
- the subject matter of the dispute is not capable of settlement by arbitration under the applicable law;
- the recognition or enforcement of the award would be contrary to public policy;
- the making of the award was induced or affected by fraud or corruption; or
- a breach of the rules of natural justice occurred by which the rights of any party have been prejudiced.

9.2.2 It is important to note that the above provisions only apply if the seat of the arbitration was Singapore.¹²⁹

9.2.3 Under the domestic regime, the grounds for having an award set aside are contained in Section 48 of the Singapore Arbitration Act. Those grounds are, in substance, the same as those listed under the International Arbitration Act.

¹²⁷ Singapore Arbitration Act, s 48(2) and International Arbitration Act, sch 1, art 34(3), which sets out the corresponding article of the Model Law (1985) (see CMS Guide to Arbitration, vol II, appendix 2.1).

¹²⁸ International Arbitration Act, sch 1, art 34 and International Arbitration Act, s 24.

¹²⁹ *PT Garuda v Birgen Air* [2002] 1 SLR 392.

9.3 Appeal on a point of law

- 9.3.1 In addition to challenging an award on the grounds listed above, an award made under the domestic regime can be challenged via an appeal to the court on a question of law.
- 9.3.2 An appeal on a question of law requires the agreement of all parties, or leave of the court.¹³⁰ Any available arbitral process of appeal or review must first be exhausted.¹³¹
- 9.3.3 Furthermore, unless otherwise agreed by the parties, the court may determine any question of law arising in the course of proceedings that the court is satisfied substantially affects the rights of one or more of the parties.¹³² The procedure under the Singapore Arbitration Act is subject to limitations, including the requirement that the application is made with the permission of the arbitral tribunal and the agreement of the parties.¹³³

9.4 Applications to set aside an award

- 9.4.1 The court must not exercise its power to set aside an award for a mistake of law unless it is satisfied that it would be inappropriate to remit the matter to the arbitral tribunal for reconsideration.¹³⁴

10. Recognition and enforcement of awards

10.1 Domestic awards

- 10.1.1 Under the domestic regime, any award made by an arbitral tribunal may, with leave of the court, be enforced as if it were an order of that court.¹³⁵ That principle applies irrespective of whether the seat of the arbitration is Singapore or elsewhere.¹³⁶ The Singapore Arbitration Act makes no reference to the grounds on which an award will not be enforced. However, it is likely that the refusal would be limited to circumstances where an award could be set aside.

¹³⁰ Singapore Arbitration Act, s 49(3).

¹³¹ *Ibid*, s 50(2)(a).

¹³² *Ibid*, s 45.

¹³³ *Ibid*, s 45(2)(a).

¹³⁴ *Ibid*, s 49(9).

¹³⁵ *Ibid*, s 46(1).

¹³⁶ *Ibid*, s 46(3).

10.2 Foreign awards

- 10.2.1 Under the international regime, an award may, by leave of the High Court, be enforced as if it were a judgment or order of the High Court.¹³⁷ A foreign award may be enforced in the same manner and may be relied upon in any legal proceedings in Singapore.¹³⁸ Given that there is no appeal on the merits under the International Arbitration Act, a refusal to enforce an award would only be made where the grounds for setting aside the award exist.
- 10.2.2 Section 31 of the International Arbitration Act sets out the grounds that an applicant must demonstrate in order for the High Court to refuse enforcement of a foreign award. Those grounds are, in substance, the same as those in Article 34 of the Model Law (1985), which deals with the grounds on which an award can be set aside.
- 10.2.3 Furthermore, by virtue of Part III of the International Arbitration Act, an award made in a Contracting State to the New York Convention can be enforced in the same way as if it was a judgment of a court in Singapore. To further ease the enforcement of Singaporean awards, the Singapore Arbitration Act and the International Arbitration Act provide that the Minister of Law of Singapore should appoint persons to authenticate and certify copies of Singaporean awards.¹³⁹ Currently, the Minister of Law has designated the Chief Executive and the Deputy Chief Executive of Maxwell Chambers and the Registrar and Deputy Registrar of the SIAC to perform this task.

11. Conclusion

- 11.1.1 Singapore is increasingly being favoured as a venue for international arbitration. Organisations such as SIAC are seeing an increase in Singapore being nominated as the place for arbitration in contracts that otherwise do not have a strong nexus to Singapore.
- 11.1.2 That trend is in large part due to Singapore's adoption of the Model Law (1985), which accords with the world view of international arbitration that focuses on party autonomy.

¹³⁷ International Arbitration Act, s 19.

¹³⁸ *Ibid*, s 29(2).

¹³⁹ Singapore Arbitration Act, s 59A and International Arbitration Act, s 19C.

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