



AI COMMENTARY: SINGAPORE INTERNATIONAL ARBITRATION ACT 1994

Prepared by Galadari Advocates & Legal Consultants with ChatGPT

Edited by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov

About Galadari

Galadari is a full-service Emirati law firm dedicated to providing legal solutions at every stage of the business cycle.

Since 1983, we have supported the development of the United Arab Emirates (UAE) legal framework, while contributing to the industry and driving great commercial impact across the Emirates and supporting our clients to navigate through their challenges.

For four decades, our goal has been to deliver the highest-quality product to solve complication issues. Our team take pride in our uncompromising approach to quality and recognise everything we do, or produce is a measurement of our commitment to quality. We give 100% the first time and every time.

Our legal team consists of over 60 locally qualified Emirati and international lawyers across 3 offices in the UAE who are fluent in 18 different languages. Our Emirati advocates have full rights of audience across all UAE Courts. Our team aims to provide the highest standard of legal service and maintain the same level of quality at every point of contact.

Aligned with our core values, Galadari is committed to being a responsible business. We are actively progressing towards a diverse and inclusive workforce, using our legal capabilities to do good in the community through pro bono work, supporting communities and charities across the UAE, and reducing our environmental impact.

Galadari's International Arbitration Practice

Galadari “are a local law firm with international standards and lawyers, familiar with local UAE laws, DIFC laws, and international laws” (*The Legal 500 EMEA – UAE 2023*).

With over four decades of experience in the UAE, our team possesses extensive expertise gained from their involvement in high-profile, intricate disputes worth millions of dollars across the region. Clients rely on our broad-ranging knowledge to guide them on the most suitable strategy for their business when faced with a dispute, whether as the claimant or respondent.

We represent clients in proceedings governed by a variety of international arbitration bodies, including ICC, LCIA, SCC, SCIA, DIAC, and GCC CAC. Additionally, we also provide representation in ad-hoc arbitration cases, and arbitration-related proceedings before the courts of Dubai, the DIFC, Abu Dhabi, and the ADGM.

With one of the largest teams of Emirati advocates in the country, we offer a one-stop shop from the initiation to the conclusion of any arbitration, eliminating the need for external counsel.

Clients and legal directories continuously praise our forward-thinking approach. The team was shortlisted for Arbitration Law Firm of the Year by Thomson Reuters Asian Legal Business Middle East Law Awards 2023, and Arbitration Team of the Year in Law.com International's Middle East Legal Awards 2023.

Galadari's International Arbitration Team



Abdulla Ziad Galadari
Senior Partner
abdulla@galadarilaw.com

Abdulla is the principal driving force behind the growth strategies of many private and public organisations across the UAE, who continuously develop under his leadership. He is a key influencer across the UAE, supporting a diverse range of businesses and senior dignitaries, helping them to navigate its legal framework. Abdulla has been recognised by The Legal 500 as a “Leading Individual” in the region.



Sergejs Dilevka
Senior Counsel
s.dilevka@galadarilaw.com

Sergejs is Senior Counsel at the Dispute Resolution department of the Galadari's Dubai office. Sergejs is a dual-qualified lawyer and admitted as a Solicitor of the Senior Courts of England & Wales and as an Attorney and Counsellor of Law in the Courts of the State of New York. Sergejs has over 15 years of experience in advising and representing multinational companies and high-net-worth individuals in a wide range of complex institutional (ICC, LCIA, DIFC-LCIA, LMAA, SCC, SCIA, DIAC, GCC CAC) and *ad hoc* international and domestic arbitration proceedings, and litigation proceedings at DIFC Courts. Sergejs is a registered practitioner with DIFC Courts and ADGM Courts.



Dimitriy Mednikov
Associate
dimitriy.mednikov@galadarilaw.com

Dimitriy is an Associate at the Dispute Resolution department of Galadari's Dubai office. Dimitriy's practice focuses on complex commercial arbitration, particularly in the IT, engineering and construction, and M&A sectors, under various institutional rules (ICC, LCIA, SCC, HKIAC, and DIAC). Dimitriy has substantial experience in advising and acting for high-net-worth individuals in cross-border disputes and criminal proceedings involving allegations of money laundering. Dimitriy is a registered practitioner with DIFC Courts and ADGM Courts.

Editors' Preface

Galadari's Artificial Intelligence (AI) Commentary on arbitration rules, laws, and treaties, was composed by Abdulla Ziad Galadari, Sergejs Dilevka, and Dimitriy Mednikov.

The term 'artificial intelligence' (AI) was first suggested by John McCarthy in 1955, defining it as a challenge "*of making a machine behave in ways that would be called intelligent if a human were so behaving*".

Almost seventy years later, further to multiple waves advancing AI technologies and notwithstanding several so-called 'AI winters' (prolonged periods of time when interest and investment in AI was significantly decreasing), AI has finally arrived as an essential technology for our future development and is here to stay. Today, leading AI platforms are able to maintain logical conversations their users, thus, satisfying Mr McCarthy's problem by making a machine behave intelligently.

The benefits of AI for both individuals and businesses have transitioned from being purely theoretical to practicable and, to a great extent, quantifiable. For legal practitioners, presently, such quantifiable benefits would likely be based on the billable time saved, for example, on document review and textual analysis or production of documents based on standard templates. Further, there is a huge potential to use AI to write simple code automating mundane tasks, such as generation of exhibit lists, (re)numbering of exhibits, bulk-conversion of documents from one file format into another, updating cross-references or footnotes in a document — one can think of plenty of use cases and what is needed is a bit of knowledge on how to make basic changes to that code and run it. However, as of the date of this publication, it seems that the general consensus among legal practitioners is that AI systems cannot be reliably used for legal research and all of the results of such research would still have to be reviewed with great care by human lawyers.

Galadari's AI Commentary on arbitration rules, laws, and treaties, is an experiment focussed on using AI to ascertain the current quality of AI analysis, and to determine whether AI is able to digest large quantities of complex information and produce an accurate and logical analysis of the relevant text in respect of various arbitration rules.

In the development of this AI Commentary, we used ChatGPT (GPT-3.5), an AI-powered language model developed by OpenAI. This AI model is capable of generating human-like text based on context and past conversations. The method used, for consistency, and not due to lack of imagination, implemented the use of the following prompt template to generate commentary on each provision of the relevant text: 'analyse article/section X of arbitration law/rules/treaty'.

Overall, the general outcome of our experiment indicates that, in the majority of situations, ChatGPT was able to successfully dissect provisions, spot important nuances, and generate meaningful commentary on the relevant provisions. Specifically, once ChatGPT was presented with a provision for analysis, it would typically attempt to break down the text into separate aspects into a list or bullet point format, tackling each and summarising the provision at the end of its analysis. This approach is consistently observed by ChatGPT across all the AI Commentary publications. We found this method to be suitable and informative, allowing readers to process the analysis in a systematic manner and benefit from ChatGPT's separation of the provision into smaller bits that the reader may be specifically interested in. It was noted that ChatGPT does not overlook or miss certain aspects of a provision, which is a potential human risk factor. ChatGPT addressed every aspect of provisions without fail, for example:

Article 21.3 of the UAE Federal Law No. 6 of 2018 on Arbitration (“UAE Arbitration Law”): *“The Arbitral Tribunal may, at the request of any party or on its own motion, amend, suspend, or cancel an interim measure it has ordered, in exceptional circumstances, by prior notice to be given to the Parties.”*

ChatGPT: *“Article 21.3 of the UAE Arbitration Law grants the Arbitral Tribunal the authority to modify, suspend, or revoke interim measures it has previously ordered during the arbitration process. These changes can be made under specific conditions referred to as “exceptional circumstances”. Let us analyse this article:*

1. *Modification: The Tribunal can amend or alter the scope or conditions of an interim measure based on the evolving circumstances of the case.*
2. *Suspension: The Tribunal can suspend the enforcement of an interim measure temporarily if the circumstances warrant it.*
3. *Cancellation: The Tribunal can completely cancel or revoke an interim measure previously ordered if it deems it no longer necessary or appropriate.*
4. *Exceptional Circumstances: The Tribunal’s power to amend, suspend, or cancel interim measures is limited to exceptional circumstances, implying that such measures are not subject to routine or arbitrary alterations.*
5. *Prior Notice: The article requires the Tribunal to provide advance notice to the parties before making any changes to the interim measures. This ensures transparency and allows parties to present their positions on the proposed amendments.”*

The commentary produced using ChatGPT did display some shortcomings. For example, there were instances when ChatGPT would ‘hallucinate’, making something up, which is a well-known limitation not only for OpenAI and ChatGPT users but also for other AI systems, for example:

Extract from ChatGPT’s commentary on Article 2.4 of DIAC Arbitration Rules 2022 containing a reference to Article 32: *“This exception indicates that certain specific provisions, such as Article 32, may have limited application to agreements to arbitrate made before the effective date of the Rules. It provides flexibility for parties to agree on different rules or procedures regarding the settlement or termination of proceedings, even if the general principle of the Rules taking precedence over the parties’ agreement still applies.”*

Human lawyer: *Article 32 of DIAC Arbitration Rules 2022 does not concern ‘settlement or termination of proceedings’ but sets out provisions pertaining to expedited proceedings.*

Occasionally, ChatGPT would not appreciate the important distinction between ‘may’ or ‘should’ and the commanding ‘shall’, which can be crucial, for example:

Article 4.1(c) of DIAC Arbitration Rules 2022: *“Any party wishing to commence an arbitration under the Rules shall submit to the Centre a Request which shall include: [...] (c) a copy of any relevant agreement between the parties, which contains the agreement to arbitrate, in respect of which the claim arises; [...].”*

ChatGPT: *“Article 4.1 of the DIAC Arbitration Rules outlines the requirements for submitting a Request to commence an arbitration under the Rules. Let us analyse each component of this article: [...] Copy of relevant agreement: The Request ~~should~~ include a copy of any relevant*

agreement between the parties that contains the agreement to arbitrate, which is the basis for the claim being made.”

Parenthetically, ChatGPT sometimes would simply paraphrase a provision several times within a single answer or alter the format of the responses with a series of prompts within the same commentary. To be fair, most of these provisions were quite nominal and did not contain much substance for analysis, for example:

Definition of ‘Parties’ Article 1.1 of UAE Arbitration Law: *“Parties: The Claimant and the Respondent, whatever their number.”*

ChatGPT: *“Parties: Refers to the Claimant and the Respondent involved in the arbitration. The parties could be individuals, companies, or any legal entities engaged in a dispute.”*

It was expected that there would be such limitations, but it was pleasantly surprising that their frequency was much lower than anticipated.

Being cognisant of all the existing issues and scepticism within the legal community, we consider that this experimental AI Commentary could be of assistance to practitioners in at least two ways. First, it allows the reader an opportunity to perform a sense check on their understanding of a provision or its aspect against ChatGPT’s analysis. Second, the time required to produce 24 publications comprising the AI Commentary was significantly less than the typical duration needed to produce a single comprehensive commentary text on any of the relevant arbitration laws, rules, or treaties. Thus, should it become necessary, a similar AI commentary could be produced on any arbitration law/rules/treaty at a fraction of time and cost typically associated with such a task.

The purpose of publishing the AI Commentary is to provide arbitration practitioners and academics with a general sense of what is presently possible to achieve in the field of arbitration with the assistance of generative AI software, and encourage the arbitration community to push the boundaries of arbitration as a flexible, efficient, and effective dispute resolution method.

Notably, all commentary was generated with ChatGPT and was supported by a selective review by the Editors. Accordingly, the commentary may contain inaccurate and/or incomplete information. Readers are strongly advised to exercise caution reading the commentary with some scepticism and to keep a pencil in hand to note any inaccuracies. Needless to say, nothing in this text should be considered and/or relied upon as legal advice. For detailed information, please refer to OpenAI’s Terms & Policies.

This project would not be complete without front page illustrations, which were also generated by AI. DALL E, another OpenAI system capable of creating images based on prompts, was used for this purpose. The chosen concept is based on a watercolour painting style, primarily portraying athletic rivalries in locations that correspond to the relevant arbitration law, rules, or treaty. The hope is that the readers will find the illustrations aesthetically appealing.

Should you have any questions, comments, or observations, including any noticed errors, please do not hesitate to contact us directly via email at s.dilevka@galadarilaw.com.

Abdulla Ziad Galadari

Sergejs Dilevka

Dimitriy Mednikov

November 2023

Table of Contents

PART 1 PRELIMINARY	9
1. Short title	9
PART 2 INTERNATIONAL COMMERCIAL ARBITRATION	10
2. Interpretation of this Part	10
2A. Definition and form of arbitration agreement	11
3. Model Law to have force of law	20
4. Interpretation of Model Law by use of extrinsic material	21
5. Application of this Part	23
6. Enforcement of international arbitration agreement	26
7. Court’s powers on stay of proceedings	31
8. Authorities specified for purposes of Article 6 of Model Law	32
8A. Application of Limitation Act 1959 and Foreign Limitation Periods Act 2012	35
9. Number of arbitrators for purposes of Article 10(2) of Model Law	37
9A. Default appointment of arbitrators in arbitration with 2 parties	38
9B. Default appointment of arbitrators in arbitration with 3 or more parties	40
10. Appeal on ruling of jurisdiction	43
11. Public policy and arbitrability	53
11A. Reference of interpleader issue to arbitration	54
12. Powers of arbitral tribunal	56
12A. Court-ordered interim measures	62
13. Order to attend and order to produce documents	67
14. [Repealed by Act 12 of 2012]	70
15. Law of arbitration other than Model Law	71
15A. Application of rules of arbitration	72
16. Appointment of conciliator	77
17. Power of arbitrator to act as conciliator	81
18. Award by consent	84
19. Enforcement of awards	85
19A. Awards made on different issues	86
19B. Effect of award	88
19C. Authentication of awards and arbitration agreements	92
20. Interest on awards	96

21.	Assessment of costs	99
22.	Proceedings to be heard in private	103
23.	Restrictions on reporting of proceedings heard in private	104
24.	Court may set aside award.....	108
25.	Liability of arbitrator	109
25A.	Immunity of appointing authority and arbitral institutions, etc.	110
26.	Transitional provisions	113
PART 2A ARBITRATIONS RELATING TO INTELLECTUAL PROPERTY RIGHTS.....		117
26B.	IPR disputes may be arbitrated	121
26C.	Effect of award involving IPR.....	124
26D.	Recourse against award involving IPR	128
26E.	Recognition and enforcement of award involving IPR	130
26F.	Judgments entered in terms of award involving IPR.....	132
26G.	Validity of patent may be put in issue in arbitral proceedings.....	136
PART 3 FOREIGN AWARDS.....		138
27.	Interpretation of this Part	138
28.	Application of this Part.....	142
29.	Recognition and enforcement of foreign awards.....	144
30.	Evidence	147
31.	Refusal of enforcement.....	149
32.	[Repealed by Act 26 of 2009]	156
33.	Enforcement of awards under other provisions of law.....	156
PART 4 GENERAL		159
34.	Act binds Government	159
35.	Rules of Court	160

PART 1 PRELIMINARY

1. Short title

This Act is the International Arbitration Act 1994.

Section 1 of the Singapore International Arbitration Act 1994 (SIAA) is a standard introductory provision that provides the title and designation of the Act. Let us break down the key points of this section:

1. Title of the Act: Section 1 specifies that the Act is titled the “International Arbitration Act 1994”. This title clearly identifies the name of the legislation and distinguishes it from other laws in Singapore.
2. Year of Enactment: The Act was enacted in the year 1994, as indicated by the year included in the title. This helps in identifying the specific version of the Act and its vintage.
3. Identification and Scope: Section 1 serves as a concise way to identify the legislation and its scope. In this case, it pertains to international arbitration matters in Singapore.
4. Clarity and Formality: The provision’s language is straightforward and formal, adhering to the typical style of legal drafting. It is a common practice in legislative drafting to include such an introductory section to ensure clarity and proper identification of the law.
5. Historical Context: Understanding the year of enactment can be useful in assessing the historical context in which the law was passed. This context can be relevant when considering amendments or legal developments over time.

In summary, Section 1 of the Singapore International Arbitration Act 1994 simply states the title and year of enactment of the Act. While it may appear to be a straightforward provision, it serves an essential role in formally designating and identifying the legislation.

¹ Source: <https://sso.agc.gov.sg/act/iaa1994>

PART 2 INTERNATIONAL COMMERCIAL ARBITRATION

2. Interpretation of this Part

(1) In this Part, unless the context otherwise requires —

“arbitral tribunal” means a sole arbitrator or a panel of arbitrators or a permanent arbitral institution, and includes an emergency arbitrator appointed pursuant to the rules of arbitration agreed to or adopted by the parties including the rules of arbitration of an institution or organisation;

“appointing authority” means the authority designated under section 8(2) or (3);

“arbitration agreement” means an arbitration agreement mentioned in section 2A;

“award” means a decision of the arbitral tribunal on the substance of the dispute and includes any interim, interlocutory or partial award but excludes any order or direction made under section 12;

“Model Law” means the UNCITRAL Model Law on International Commercial Arbitration adopted by the United Nations Commission on International Trade Law on 21 June 1985, the text in English of which is set out in the First Schedule;

“party” means a party to an arbitration agreement or, in any case where an arbitration does not involve all of the parties to the arbitration agreement, means a party to the arbitration.

Section 2(1) of the Singapore International Arbitration Act 1994 provides definitions for various terms used in the Act. Let us analyse each defined term:

1. **“Arbitral tribunal”:** This term refers to the entity responsible for resolving the dispute through arbitration. It can be a sole arbitrator, a panel of arbitrators, or a permanent arbitral institution. Additionally, it includes an emergency arbitrator appointed according to the agreed-upon arbitration rules, whether from an institution or organisation.
2. **“Appointing authority”:** This refers to the authority designated under section 8(2) or (3) of the Act. The appointing authority’s role is to appoint arbitrators when parties are unable to agree on the appointment or to handle other related matters related to the appointment of arbitrators.
3. **“Arbitration agreement”:** This term refers to the agreement between parties to resolve their disputes through arbitration. The Act mentions section 2A, which likely contains further details about what constitutes an arbitration agreement in Singapore.
4. **“Award”:** In the context of the Act, an award is a decision made by the arbitral tribunal on the substantive issues in dispute. It includes any interim, interlocutory, or partial awards. However, it excludes any orders or directions issued under section 12 of the Act.
5. **“Model Law”:** This refers to the UNCITRAL Model Law on International Commercial Arbitration, which was adopted by the United Nations Commission on International Trade Law (UNCITRAL) on 21 June 1985. The text of the Model Law in English is set out in the First Schedule of the Act. The Model Law serves as a foundational framework for

international commercial arbitration and is widely used to harmonise arbitration laws globally.

6. “Party”: This term refers to a participant in the arbitration process. It includes a party to an arbitration agreement. In cases where an arbitration involves only some of the parties to the arbitration agreement, it refers to those specific parties involved in the arbitration.

In summary, Section 2(1) of the Singapore International Arbitration Act 1994 provides crucial definitions for key terms used throughout the Act. These definitions help to establish a clear understanding of the Act’s application and ensure consistency in interpreting its provisions.

(2) Except so far as the contrary intention appears, a word or an expression that is used both in this Part and in the Model Law (whether or not a particular meaning is given to it by the Model Law) has, in the Model Law, the meaning given by this Part.

Section 2(2) of the Singapore International Arbitration Act 1994 contains an important interpretive provision that deals with the relationship between the Act and the UNCITRAL Model Law on International Commercial Arbitration. Let us analyse its content:

This provision essentially deals with the interpretation of terms and expressions used in both the Act and the UNCITRAL Model Law. The UNCITRAL Model Law is a significant international instrument that provides a comprehensive legal framework for international commercial arbitration. Many countries, including Singapore, have incorporated the Model Law into their domestic legislation to facilitate and promote international arbitration.

In Singapore, the Model Law is given statutory effect through the Singapore International Arbitration Act (IAA). Section 2(2) clarifies that if a term or expression appears in both the IAA and the Model Law, the meaning of that term as provided in the IAA will prevail in the context of the Model Law. However, this presumption only applies when there is no “contrary intention” in the Act.

In simpler terms, if a term is used both in the IAA and the Model Law, and the IAA assigns a specific meaning to that term, that meaning will take precedence over any potentially different meaning provided in the Model Law. This helps to avoid inconsistencies and ensures that the Act’s specific provisions are applied when interpreting corresponding provisions in the Model Law.

The provision is intended to harmonise the interpretation of terms used in both the domestic legislation and the internationally accepted Model Law, providing a cohesive and consistent approach to the application of international commercial arbitration rules in Singapore.

2A. Definition and form of arbitration agreement

- (1) In this Act, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.**

Section 2A(1) of the Singapore International Arbitration Act 1994 provides a definition of the term “arbitration agreement” as used in the Act. Let us analyse its content:

This provision lays out the scope and nature of what constitutes an “arbitration agreement” under the Act. Here is a breakdown of its key elements:

1. Agreement by the parties: An arbitration agreement is a contractually binding arrangement between the parties involved. It signifies their mutual consent to resolve disputes through arbitration rather than through court proceedings.
2. Submission to arbitration: The primary purpose of an arbitration agreement is to commit the parties to use arbitration as the method of dispute resolution. By agreeing to arbitration, the parties agree to be bound by the decision of an arbitral tribunal rather than resorting to the traditional judicial system.
3. All or certain disputes: The agreement may cover either all disputes that have arisen or may arise between the parties or only certain defined disputes related to the specific legal relationship.
4. Defined legal relationship: The disputes subject to arbitration must arise from a defined legal relationship between the parties. This legal relationship can be either contractual (arising from a contract) or non-contractual (arising from a relationship outside of a formal contract).

In summary, Section 2A(1) of the Singapore International Arbitration Act 1994 provides a comprehensive definition of an “arbitration agreement” that encompasses various key elements. It clarifies that such agreements involve the mutual consent of the parties to resolve disputes through arbitration, which applies to all or certain disputes arising from a defined legal relationship, regardless of whether that relationship is contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

Section 2A(2) of the Singapore International Arbitration Act 1994 addresses the form in which an arbitration agreement can be expressed. Let us analyse its content:

This provision clarifies that an arbitration agreement can be established in two different forms:

1. Arbitration clause in a contract: An arbitration agreement may be included as a provision within a broader contract between the parties. This clause stipulates that any disputes arising out of or relating to the contract will be resolved through arbitration instead of litigation. The inclusion of an arbitration clause in a contract allows the parties to pre-determine the method of dispute resolution, providing certainty and predictability in case of future disagreements.
2. Separate agreement: Alternatively, an arbitration agreement can also exist as a standalone, independent agreement. In this case, the agreement’s sole purpose is to establish the parties’ intention to submit disputes to arbitration. This separate agreement can refer to a specific dispute or disputes arising from a particular legal relationship, whether or not it is governed by a larger contract.

3. Both forms of arbitration agreements are valid and enforceable under the Act. They provide parties with flexibility in choosing arbitration as their preferred method of resolving disputes, allowing them to tailor the agreement to suit their specific needs and circumstances.

This section is essential in providing clarity regarding the various ways parties can agree to arbitration. It recognises the practical reality that parties may choose to include the arbitration provision within the main contract or execute it as a separate, freestanding document. The Act ensures that the legal effect and enforceability of the arbitration agreement remain unaffected regardless of the form in which it is expressed.

(3) An arbitration agreement must be in writing.

Section 2A(3) of the Singapore International Arbitration Act 1994 establishes a requirement for the form of an arbitration agreement. Let us analyse its content:

1. This provision straightforwardly mandates that for an arbitration agreement to be valid and enforceable under the Act, it must be in written form. In other words, the parties involved in the agreement must have recorded their intention to resolve disputes through arbitration in a written document.
2. The requirement for a written agreement serves several important purposes:
 - a. **Clarity and certainty:** A written agreement provides clear evidence of the parties' mutual consent to resolve disputes through arbitration. It helps prevent disputes over whether an agreement to arbitrate was actually reached.
 - b. **Record of terms:** A written agreement allows the parties to document the specific terms and conditions agreed upon for the arbitration process. This includes details such as the scope of disputes covered, the choice of arbitration rules, the seat or location of arbitration, and the number of arbitrators, among others.
 - c. **Enforceability:** Most jurisdictions, including Singapore, have formalities for the enforceability of arbitration agreements under their laws. A written agreement satisfies the formal requirement for enforceability in many jurisdictions.
 - d. **Avoiding misunderstandings:** Written agreements can help prevent misunderstandings between the parties. It provides a clear reference point for both parties to refer back to in case of disagreements during the arbitration process.
3. It is essential for parties entering into arbitration agreements to adhere to this requirement. Failure to have a written agreement may jeopardise the enforceability of the arbitration clause and may result in disputes being brought before courts instead of arbitration, defeating the purpose of choosing arbitration as the dispute resolution method.

Overall, Section 2A(3) emphasises the significance of having a written agreement for any arbitration arrangement in Singapore and promotes legal certainty and efficiency in the arbitration process.

- (4) An arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct or by other means.**

Section 2A(4) of the Singapore International Arbitration Act 1994 provides an expansive definition of what constitutes a written arbitration agreement. Let us analyse its content:

1. This provision emphasises the flexibility and inclusivity of the definition of a “written” arbitration agreement under the Act. It makes it clear that an agreement to arbitrate will be considered as being in writing as long as its content is recorded in any form, regardless of how the underlying agreement or contract was concluded.
2. Key points to note from this section:
 - a. No strict form requirement: The provision broadens the traditional notion of a “written” agreement, which typically refers to agreements recorded on paper. Here, the Act recognises that an agreement’s content can be recorded in various forms, including electronic communication, emails, letters, faxes, or any other form of documentation.
 - b. Inclusive of oral and conduct-based agreements: The Act acknowledges that parties may reach an agreement to arbitrate orally or through their conduct, without reducing the agreement’s legal validity or enforceability. In such cases, the content of the agreement can be documented later in writing, satisfying the requirement under this provision.
 - c. Upholding party autonomy: By permitting agreements to be in any form, the Act respects party autonomy and their freedom to choose the most convenient and practical means of recording their arbitration agreement.
 - d. Ensuring enforceability: This provision aims to enhance the enforceability of arbitration agreements. By acknowledging that an agreement can be in various forms, it mitigates potential challenges to the validity of the arbitration clause due to formality issues.

Overall, Section 2A(4) reflects Singapore’s pro-arbitration approach and its intention to facilitate arbitration as a preferred method of dispute resolution. By adopting an inclusive approach to defining written arbitration agreements, the Act promotes efficiency and reduces potential legal uncertainties in the arbitration process. It allows parties to focus on the substance of their agreements rather than being overly concerned with strict formality requirements.

- (5) The requirement that an arbitration agreement must be in writing is satisfied by an electronic communication if the information contained in the electronic communication is accessible so as to be useable for subsequent reference.**

Section 2A(5) of the Singapore International Arbitration Act 1994 addresses the use of electronic communication in satisfying the requirement for a written arbitration agreement. Let us analyse its content:

1. This provision recognises the use of electronic communication as a valid means to satisfy the requirement for a written arbitration agreement. It outlines the conditions under which an arbitration agreement recorded in electronic form will be considered as meeting the written requirement under the Act.
2. Key points to note from this section:
 - a. Electronic communication: An electronic communication refers to any form of communication transmitted electronically, such as emails, digital documents, or any other electronic means.
 - b. Accessibility and usability: For an electronic communication to fulfil the written requirement, the information contained in the electronic communication must be accessible and usable for subsequent reference. In other words, the content of the electronic communication must be retrievable and capable of being preserved for future use.
 - c. Equivalent legal effect: By recognising the validity of electronic communication, the Act aims to give electronic agreements the same legal effect as traditional written agreements on paper.
 - d. Promoting modern practices: This provision reflects Singapore’s commitment to embracing technological advancements and facilitating the use of electronic communication in commercial transactions, including arbitration agreements.

Overall, Section 2A(5) underscores Singapore’s efforts to align its arbitration laws with the digital era and encourage the use of electronic communication in arbitration. By acknowledging that an arbitration agreement can be established through electronic means, the Act enables parties to conduct arbitration more efficiently and conveniently, while still ensuring enforceability and legal certainty in the arbitration process.

- (6) Where in any arbitral or legal proceedings, a party asserts the existence of an arbitration agreement in a pleading, statement of case or any other document in circumstances in which the assertion calls for a reply and the assertion is not denied, there is deemed to be an effective arbitration agreement as between the parties to the proceedings.**

Section 2A(6) of the Singapore International Arbitration Act 1994 establishes a legal presumption regarding the existence of an arbitration agreement in certain circumstances. Let us analyse its content:

1. This provision creates a legal fiction that operates when a party claims the existence of an arbitration agreement in a formal document during arbitral or legal proceedings, and the other party does not deny this assertion despite having an opportunity to do so.
2. Key points to note from this section:
 - a. Assertion of existence: The section comes into play when one party asserts the existence of an arbitration agreement during the proceedings. This assertion can be made in various formal documents, such as pleadings or statements of case.
 - b. Opportunity for denial: For this presumption to apply, the assertion must be made in circumstances that call for a response or reply from the other party. In other words, the party making the assertion must raise the issue in a manner that requires a reaction from the opposing party.
 - c. Silence as acceptance: If the other party does not deny or respond to the assertion of the arbitration agreement, the Act deems that there is an effective arbitration agreement between the parties. The silence or failure to challenge the assertion is treated as acceptance of the existence of the agreement.
 - d. Legal effect: The provision's purpose is to expedite the process of establishing the existence of an arbitration agreement. It prevents parties from intentionally avoiding the arbitration process by not responding to a valid assertion of an arbitration agreement.
 - e. Limited application: It is important to note that this presumption only applies in arbitral or legal proceedings and within the specific context described in the section. Outside of these conditions, parties must demonstrate the existence of an arbitration agreement through other means as required by the law.

Overall, Section 2A(6) simplifies the process of proving the existence of an arbitration agreement in specific circumstances. It encourages parties to be clear and forthright about the existence of such agreements and prevents gamesmanship by parties who may attempt to evade arbitration by not responding to valid assertions.

(7) A reference in a contract to any document containing an arbitration clause is to constitute an arbitration agreement in writing if the reference is such as to make that clause part of the contract.

Section 2A(7) of the Singapore International Arbitration Act 1994 deals with the incorporation of an arbitration clause by reference in a contract. Let us analyse its content:

1. This provision addresses situations where a contract incorporates an arbitration clause by referring to another document that contains the actual arbitration clause. It clarifies that, under specific circumstances, such a reference is sufficient to establish a valid and enforceable arbitration agreement in writing.
2. Key points to note from this section:

- a. Reference to another document: The section applies when a contract makes a reference to a separate document that contains an arbitration clause. The contract may contain a provision that states the parties' intent to be bound by the arbitration clause in that separate document.
- b. Incorporation by reference: The reference must be made in a way that incorporates the arbitration clause into the main contract. This means that the arbitration clause becomes an integral part of the contract and is treated as if it were explicitly written within the contract itself.
- c. Intent to be bound: It is essential that the parties' intention to be bound by the arbitration clause in the referenced document is clear and unambiguous. The incorporation by reference should leave no doubt that the parties intended to resolve disputes through arbitration.
- d. Written requirement satisfied: By recognising the incorporation of an arbitration clause by reference, the provision confirms that the written requirement for an arbitration agreement is satisfied, even though the actual arbitration clause is found in another document.

Overall, Section 2A(7) simplifies the process of creating an arbitration agreement by incorporating an arbitration clause through reference in a contract. It enables parties to include detailed arbitration provisions in a separate document, such as standard terms and conditions, and refer to them in individual contracts. As long as the reference is clear and makes the arbitration clause part of the contract, it will be considered an effective arbitration agreement in writing under the Act.

(8) A reference in a bill of lading to a charterparty or other document containing an arbitration clause is to constitute an arbitration agreement in writing if the reference is such as to make that clause part of the bill of lading.

Section 2A(8) of the Singapore International Arbitration Act 1994 deals with the incorporation of an arbitration clause in a bill of lading by reference to a charterparty or another document. Let us analyse its content:

1. This provision addresses a specific scenario in the shipping industry where a bill of lading, which serves as a contract of carriage for goods, refers to another document (e.g., a charterparty) that contains an arbitration clause. The section clarifies that, under certain conditions, such a reference is sufficient to establish a valid and enforceable arbitration agreement in writing within the bill of lading itself.
2. Key points to note from this section:
 - a. Reference to another document: The section applies when a bill of lading contains a reference to another document, such as a charterparty or any other document that includes an arbitration clause. The bill of lading may explicitly state that the arbitration clause from the referenced document is applicable to the bill of lading.
 - b. Incorporation by reference: Similar to Section 2A(7), the reference in the bill of lading must effectively incorporate the arbitration clause from the referenced

document into the terms of the bill of lading. The arbitration clause becomes an integral part of the bill of lading and governs the resolution of disputes related to the carriage of goods.

- c. Written requirement satisfied: The section confirms that the written requirement for an arbitration agreement is fulfilled when an arbitration clause is incorporated into the bill of lading by reference to another document. The parties' intention to be bound by the arbitration clause should be evident from the reference.
- d. Shipping industry context: This provision recognises the commercial realities in the shipping industry, where multiple documents (e.g., bills of lading and charterparties) may be involved in a single transaction. By allowing the incorporation of an arbitration clause from one document to another, it promotes efficiency and clarity in dispute resolution for shipping-related matters.

Overall, Section 2A(8) provides a practical solution to address the specific needs of the shipping industry by allowing the incorporation of an arbitration clause from a referenced document into a bill of lading. It enables parties to resolve disputes related to the carriage of goods through arbitration, even if the actual arbitration clause is contained in a separate document.

(9) Article 7 of the Model Law does not apply to this section.

Section 2A(9) of the Singapore International Arbitration Act 1994 contains a notable exclusion regarding the applicability of Article 7 of the Model Law to this section. Let us analyse its content:

1. To understand the significance of this provision, we need to consider the relevance of Article 7 of the Model Law. Article 7 of the UNCITRAL Model Law on International Commercial Arbitration deals with the determination of the existence and validity of an arbitration agreement. It provides guidelines for courts to ascertain whether an arbitration agreement is valid and enforceable, particularly when a party raises objections to the existence of the agreement or its scope.
2. Section 2A(9) specifically indicates that the provisions of Article 7 of the Model Law do not apply to the interpretation or implementation of Section 2A of the Singapore International Arbitration Act 1994. In other words, when determining whether an arbitration agreement exists or is valid under Section 2A, the Model Law's guidelines and procedures under Article 7 are not to be followed or taken into account.
3. The significance of this exclusion lies in the fact that Singapore, while adopting the Model Law as a basis for its arbitration framework, has chosen to deviate from the specific procedures of Article 7 in the context of Section 2A. Instead, Singapore has established its own set of criteria and rules for determining the existence and validity of arbitration agreements under Section 2A.
4. As a result, when parties raise issues related to the formation or validity of an arbitration agreement under Section 2A of the Act, Singaporean courts and arbitral tribunals will rely on the provisions contained within the Act itself, rather than following the procedures laid out in Article 7 of the Model Law.

Overall, Section 2A(9) emphasises Singapore’s intention to tailor its arbitration law to suit its domestic legal framework while still adhering to the principles of the Model Law. It provides clarity on the approach to be taken when dealing with arbitration agreements under Section 2A, distinct from the procedures outlined in Article 7 of the Model Law.

(10) In this section —

“data message” means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;

“electronic communication” means any communication that the parties make by means of data messages.

Section 2A(10) of the Singapore International Arbitration Act 1994 provides definitions for key terms related to electronic communication in the context of arbitration. Let us analyse its content:

1. This provision introduces the following definitions:
 - a. Data message: “Data message” refers to information that is generated, sent, received, or stored by electronic, magnetic, optical, or similar means. It encompasses various forms of digital communication, such as electronic data interchange (EDI), electronic mail (email), telegrams, telex, or telecopies (fax).
 - b. Electronic communication: “Electronic communication” is a broader term that includes any communication made by the parties using data messages. It covers all interactions, exchanges, or transmissions of information that occur through electronic means.
2. These definitions are essential in the context of electronic arbitration and are part of Singapore’s effort to recognise and adapt to modern technological advancements. As technology has become an integral part of business and communication, it has significantly impacted arbitration proceedings, enabling parties to conduct hearings, exchange evidence, and file documents electronically.

By defining “data message” and “electronic communication” in this section, the Act acknowledges the importance of these concepts in contemporary dispute resolution. The Act embraces the use of electronic communication as a valid form of arbitration and confirms its legal efficacy for arbitration agreements and proceedings, as long as the content is accessible for subsequent reference (as stated in Section 2A(5)).

3. Model Law to have force of law

(1) Subject to this Act, the Model Law, with the exception of Chapter VIII of the Model Law, has the force of law in Singapore.

Section 3(1) of the Singapore International Arbitration Act 1994 establishes the legal status and applicability of the UNCITRAL Model Law on International Commercial Arbitration in Singapore. Key points to note from this section:

1. The Model Law: The “Model Law” refers to the UNCITRAL Model Law on International Commercial Arbitration, which was adopted by the United Nations Commission on International Trade Law (UNCITRAL) in 1985. The Model Law provides a comprehensive legal framework for the conduct and enforcement of international commercial arbitration.
2. Force of law: This provision confers the status of law upon the Model Law in Singapore. It means that the provisions of the Model Law are legally binding and applicable in Singapore’s domestic legal system.
3. Subject to this Act: The reference to “this Act” indicates that while the Model Law is adopted as part of Singapore’s legal framework, its application is subject to the specific provisions and requirements outlined within the Singapore International Arbitration Act 1994. This ensures that any areas where the Act differs from the Model Law take precedence.
4. Exception of Chapter VIII: The section clarifies that Chapter VIII of the Model Law is not applicable in Singapore. Chapter VIII of the Model Law deals with the recognition and enforcement of certain foreign arbitral awards. Instead, the relevant provisions for recognition and enforcement of foreign arbitral awards in Singapore are governed by Part III of the Singapore International Arbitration Act.

In summary, Section 3(1) confirms Singapore’s adoption of the UNCITRAL Model Law on International Commercial Arbitration, except for Chapter VIII of the Model Law. It establishes the Model Law as part of Singapore’s domestic law and reinforces Singapore’s commitment to providing a robust and modern legal framework for international commercial arbitration.

(2) In the Model Law —

“State” means Singapore and any country other than Singapore;

“this State” means Singapore.

Section 3(2) of the Singapore International Arbitration Act 1994 provides specific definitions for terms used within the UNCITRAL Model Law on International Commercial Arbitration in the context of Singapore. Key points to note from this section:

1. Definitions within the Model Law: Section 3(2) clarifies that the definitions of certain terms provided within the UNCITRAL Model Law are applicable in the context of Singapore.

2. “State” and “this State” definitions: The section provides definitions for the terms “State” and “this State” within the Model Law as they relate to Singapore.
3. “State” means Singapore and any country other than Singapore. In the context of international arbitration, “State” refers to a nation or sovereign country. Thus, this definition indicates that when the Model Law uses the term “State”, it includes both Singapore as well as other countries involved in international arbitration proceedings.
4. “This State” simply means Singapore. When the Model Law refers to “this State”, it exclusively pertains to Singapore as a party to the arbitration proceedings.

Overall, Section 3(2) ensures clarity and consistency in the application of the UNCITRAL Model Law within Singapore. It aligns the definitions of “State” and “this State” with Singapore’s specific identity and role as a participant in international arbitration proceedings under the Model Law.

4. Interpretation of Model Law by use of extrinsic material

(1) For the purposes of interpreting the Model Law, reference may be made to the documents of

—

- (a) the United Nations Commission on International Trade Law; and**
- (b) its working group for the preparation of the Model Law, relating to the Model Law.**

Section 4(1) of the Singapore International Arbitration Act 1994 provides guidance on the interpretation of the UNCITRAL Model Law on International Commercial Arbitration. Key points to note from this section:

1. Interpretation of the Model Law: Section 4(1) addresses the interpretation of the UNCITRAL Model Law, which is adopted as part of Singapore’s international arbitration framework. The Model Law provides a comprehensive set of rules and procedures for the conduct and enforcement of international commercial arbitration.
2. Reference to documents: To aid in the interpretation of the Model Law, this section allows for reference to be made to documents related to the Model Law. Specifically, two types of documents are mentioned:
3. United Nations Commission on International Trade Law (UNCITRAL) documents: UNCITRAL is the United Nations body responsible for promoting international trade law. Its documents related to the Model Law, which include official reports, explanatory notes, and recommendations, can provide valuable context and insights into the intentions and objectives behind the Model Law’s provisions.
4. UNCITRAL Working Group documents: UNCITRAL Working Groups are responsible for the preparation and development of legal texts, including the Model Law. Documents related to the Model Law produced by these Working Groups may offer additional insights and rationales behind specific provisions.

5. By allowing reference to these documents, Singapore seeks to enhance the understanding and application of the Model Law, ensuring a consistent and coherent approach to international commercial arbitration within its legal system.

In summary, Section 4(1) of the Singapore International Arbitration Act 1994 provides guidance on interpreting the UNCITRAL Model Law on International Commercial Arbitration. It permits reference to relevant documents of UNCITRAL and its Working Group to facilitate a comprehensive understanding and consistent application of the Model Law in Singapore’s international arbitration proceedings.

(2) Subsection (1) does not affect the application of section 9A of the Interpretation Act 1965 for the purposes of interpreting this Act.

Section 4(2) of the Singapore International Arbitration Act 1994 addresses the interaction between the Act and another provision from the Interpretation Act 1965. Key points to note from this section:

1. Reference to Subsection (1): The section refers to “subsection (1)”, which means it is referring back to Section 4(1) of the Singapore International Arbitration Act 1994, which we discussed earlier. Section 4(1) addresses the interpretation of the UNCITRAL Model Law on International Commercial Arbitration and allows reference to specific documents for interpretation purposes.
2. Application of section 9A: The provision clarifies that the reference made in Section 4(1) to documents related to the UNCITRAL Model Law does not affect the application of “section 9A of the Interpretation Act 1965” when interpreting the Singapore International Arbitration Act.
3. Section 9A of the Interpretation Act 1965: Section 9A of the Interpretation Act 1965 is a general interpretative provision that sets out the approach to be taken when interpreting written laws (legislation) in Singapore. It lays out the principles for ascertaining the meaning and intention of statutes.
4. Purpose of interpretation: The purpose of Section 4(2) is to ensure that, while reference may be made to specific documents for interpreting the UNCITRAL Model Law under Section 4(1), the general interpretative principles contained in Section 9A of the Interpretation Act 1965 remain applicable when interpreting the Singapore International Arbitration Act as a whole.

In summary, Section 4(2) clarifies that while reference to specific documents related to the Model Law is allowed under Section 4(1) for interpreting that aspect of the Act, the general interpretative principles of the Interpretation Act 1965 still apply when interpreting the entirety of the Singapore International Arbitration Act 1994. This provision ensures consistency and coherence in the interpretation of Singapore’s arbitration legislation.

5. Application of this Part

- (1) This Part and the Model Law do not apply to an arbitration which is not an international arbitration unless the parties agree in writing that this Part or the Model Law is to apply to that arbitration.**

Section 5(1) of the Singapore International Arbitration Act 1994 sets forth the scope and application of the Act and the UNCITRAL Model Law on International Commercial Arbitration in Singapore. Key points to note from this section:

1. **Scope of application:** Section 5(1) defines the scope of application for the Act and the UNCITRAL Model Law. It specifies that these provisions apply only to international arbitrations.
2. **International arbitration defined:** An “international arbitration” is an arbitration that involves disputes of a commercial nature, arising from legal relationships considered commercial, where at least one of the parties is not a national of Singapore or the parties have their places of business in different countries.
3. **Exclusion from non-international arbitrations:** The Act and the Model Law do not automatically apply to arbitrations that do not meet the criteria of international arbitrations. This means that if an arbitration is purely domestic in nature, involving parties who are both Singapore nationals and have their places of business in Singapore, the Act and the Model Law do not apply by default.
4. **Agreement to apply:** However, the Act and the Model Law can be made applicable to non-international arbitrations if the parties expressly agree in writing. In such cases, the parties may choose to opt into the provisions of the Act or the Model Law to govern their domestic arbitration proceedings, even though they do not strictly meet the criteria for international arbitration.
5. **Flexibility and party autonomy:** This provision reflects Singapore’s commitment to promoting party autonomy in arbitration. By allowing parties to agree in writing to apply the Act or the Model Law to their non-international arbitration, Singapore provides parties with the flexibility to choose the arbitration framework that best suits their needs and preferences.

In summary, Section 5(1) of the Singapore International Arbitration Act 1994 establishes that the Act and the UNCITRAL Model Law apply to international arbitrations by default. However, for arbitrations that do not meet the criteria of international arbitrations, the Act and the Model Law will only apply if the parties expressly agree in writing to their application. This provision supports party autonomy and enables parties to tailor the rules governing their arbitration proceedings based on their specific requirements and preferences.

- (2) **Despite Article 1(3) of the Model Law, an arbitration is international if —**
- (a) **at least one of the parties to an arbitration agreement, at the time of the conclusion of the agreement, has its place of business in any State other than Singapore;**
 - (b) **one of the following places is situated outside the State in which the parties have their places of business:**
 - (i) **the place of arbitration if determined in, or pursuant to, the arbitration agreement;**
 - (ii) **any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or**
 - (c) **the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.**

Section 5(2) of the Singapore International Arbitration Act 1994 provides specific criteria to determine when an arbitration is considered international despite Article 1(3) of the UNCITRAL Model Law on International Commercial Arbitration. Key points to note from this section:

1. **Overriding Article 1(3):** Section 5(2) clarifies that despite Article 1(3) of the UNCITRAL Model Law, which defines international arbitrations as those where the parties have their places of business in different countries, there are additional criteria for an arbitration to be considered international in Singapore.
2. **Criteria for an international arbitration:** The section provides three distinct criteria for an arbitration to be classified as international:
3. **Place of business in a foreign State:** If at least one of the parties to an arbitration agreement has its place of business in a country other than Singapore at the time of the agreement's conclusion, the arbitration is considered international.
4. **Arbitration place or obligations outside the parties' place of business:** The arbitration is considered international if the place of arbitration, as specified in the arbitration agreement or determined subsequently, is situated outside the State where the parties have their places of business. Additionally, if a substantial part of the obligations under the commercial relationship is to be performed outside the parties' place of business, or the place with which the subject matter of the dispute is most closely connected is outside the parties' place of business, the arbitration is considered international.
5. **Express agreement on multi-country subject matter:** If the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country, the arbitration is considered international.
6. **Expanding the scope of international arbitration:** Section 5(2) broadens the definition of international arbitration in Singapore beyond the requirements of Article 1(3) of the Model Law. It enables certain arbitrations involving parties' places of business within Singapore to still be considered international if they meet any of the specified criteria.

In summary, Section 5(2) of the Singapore International Arbitration Act 1994 expands the scope of international arbitrations in Singapore by providing additional criteria for their classification. By allowing certain arbitrations involving Singapore to be treated as international, it promotes Singapore as a favourable seat for international arbitration and accommodates the complexities of cross-border disputes.

(3) For the purposes of subsection (2) —

- (a) if a party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement;**
- (b) if a party does not have a place of business, a reference to the party’s place of business is to be construed as a reference to the party’s habitual residence.**

Section 5(3) of the Singapore International Arbitration Act 1994 provides additional rules for determining the place of business or habitual residence of a party for the purposes of applying the criteria in subsection (2) to determine whether an arbitration is international. Key points to note from this section:

1. Clarification on determining place of business: Section 5(3)(a) deals with situations where a party has more than one place of business. In such cases, the place of business that has the closest relationship to the arbitration agreement is considered for the purposes of applying the criteria under subsection (2) to determine whether the arbitration is international. This ensures that the relevant place of business is taken into account when deciding the international nature of the arbitration.
2. Reference to habitual residence: Section 5(3)(b) addresses scenarios where a party does not have a place of business. In such cases, the term “place of business” is replaced with “habitual residence” when applying the criteria in subsection (2). The habitual residence refers to the location where the party usually resides or carries on their regular activities.
3. Interpretive guidelines: Section 5(3) provides interpretive guidelines for determining the appropriate place of business or habitual residence of a party when applying the criteria under subsection (2). It ensures that the appropriate connection or relationship between the party and the arbitration agreement is considered, whether it is based on the party’s place of business or habitual residence.

Overall, Section 5(3) of the Singapore International Arbitration Act 1994 aids in the practical application of the criteria for determining international arbitration under subsection (2). It offers guidelines for deciding the relevant place of business when a party has multiple locations and clarifies the term “place of business” as “habitual residence” in cases where a party lacks a formal place of business. These provisions facilitate a coherent and consistent approach to classifying arbitrations as international or non-international in Singapore.

(4) Despite any provision to the contrary in the Arbitration Act 2001, that Act does not apply to any arbitration to which this Part applies.

Section 5(4) of the Singapore International Arbitration Act 1994 addresses the relationship between the Singapore International Arbitration Act 1994 and the Arbitration Act 2001 concerning the application of the two acts to arbitrations. Key points to note from this section:

1. Application of the Singapore International Arbitration Act 1994: Section 5(4) clarifies that the Singapore International Arbitration Act 1994 takes precedence over the Arbitration Act 2001 concerning any arbitration to which the former applies.
2. Non-application of the Arbitration Act 2001: Despite any provision to the contrary in the Arbitration Act 2001, that Act does not apply to arbitrations governed by the Singapore International Arbitration Act 1994.
3. Separation of frameworks: The section establishes that there is a clear distinction between the two acts, and their application to arbitrations is mutually exclusive. The Singapore International Arbitration Act 1994 governs international arbitrations, whereas the Arbitration Act 2001 applies to domestic or non-international arbitrations in Singapore.
4. Focus on international arbitration: By excluding the Arbitration Act 2001 from arbitrations governed by the Singapore International Arbitration Act 1994, Singapore emphasises its focus on promoting itself as a preferred venue for international commercial arbitration.

In summary, Section 5(4) of the Singapore International Arbitration Act 1994 ensures that the Act prevails over the Arbitration Act 2001 when it comes to the application of the two acts to arbitrations. It underscores Singapore's commitment to maintaining a clear distinction between the legal frameworks for international and domestic arbitrations, facilitating a specialised approach that caters to the unique needs of international commercial arbitration.

6. Enforcement of international arbitration agreement

(1) Despite Article 8 of the Model Law, where any party to an arbitration agreement to which this Act applies institutes any proceedings in any court against any other party to the agreement in respect of any matter which is the subject of the agreement, any party to the agreement may, at any time after filing and serving a notice of intention to contest or not contest and before delivering any pleading (other than a pleading asserting that the court does not have jurisdiction in the proceedings) or taking any other step in the proceedings, apply to that court to stay the proceedings so far as the proceedings relate to that matter.

Section 6(1) of the Singapore International Arbitration Act 1994 addresses the issue of court proceedings initiated by a party to an arbitration agreement that falls under the Act. Key points to note from this section:

1. Interaction with the Model Law: Section 6(1) begins by stating that it takes precedence over Article 8 of the UNCITRAL Model Law on International Commercial Arbitration.

2. Right to apply for stay of court proceedings: The section pertains to situations where a party to an arbitration agreement under the Act initiates court proceedings against another party concerning a matter covered by the agreement.
3. Application for stay of court proceedings: In such cases, any party to the arbitration agreement can apply to the court to stay the court proceedings with respect to the subject matter of the arbitration agreement. This means the court proceedings will be put on hold or suspended, and the parties will be required to resolve their dispute through arbitration as per their original agreement.
4. Timing of the application: The application for a stay must be made “at any time after filing and serving a notice of intention to contest or not contest and before delivering any pleading (other than a pleading asserting that the court does not have jurisdiction in the proceedings) or taking any other step in the proceedings”. This means the application for a stay can be made at an early stage of the court proceedings before any substantial progress has been made in the case.
5. Purpose of the provision: Section 6(1) ensures that parties to an arbitration agreement under the Act can effectively enforce their right to arbitration even if one party initiates court proceedings. It allows the other party to seek a stay of the court proceedings and direct the dispute to arbitration, in line with the parties’ original agreement.

In summary, Section 6(1) of the Singapore International Arbitration Act 1994 reinforces the primacy of arbitration agreements governed by the Act over court proceedings. It enables parties to an arbitration agreement to apply for a stay of court proceedings initiated by another party to the agreement, ensuring that disputes are resolved through arbitration as intended by the parties.

(2) The court to which an application has been made in accordance with subsection (1) is to make an order, upon such terms or conditions as the court thinks fit, staying the proceedings so far as the proceedings relate to the matter, unless it is satisfied that the arbitration agreement is null and void, inoperative or incapable of being performed.

Section 6(2) of the Singapore International Arbitration Act 1994 complements subsection (1) and outlines the court’s role and discretion when dealing with an application to stay court proceedings in favour of arbitration. Key points to note from this section:

1. Application for stay of court proceedings: Section 6(2) deals with the consequences of an application made by a party in accordance with subsection (1) to stay court proceedings that relate to a matter covered by an arbitration agreement.
2. Court’s obligation: The section clearly states that the court must make an order for a stay of the court proceedings relating to the matter specified in the application. The court is obligated to grant the stay and halt the court proceedings to allow the parties to proceed with arbitration instead.
3. Court’s discretion: The court has the discretion to impose “terms or conditions” on the stay order. This means that the court may specify additional requirements or guidelines under which the stay will be granted, such as timelines for arbitration or specific procedural arrangements.

4. Grounds for refusal of stay: The court's duty to grant the stay is contingent upon the absence of specific circumstances. If the court is "satisfied that the arbitration agreement is null and void, inoperative, or incapable of being performed", the stay may be refused. In such cases, the court proceedings may continue, and arbitration will not be compelled.
5. Protecting the integrity of arbitration agreements: Section 6(2) aims to uphold the sanctity of arbitration agreements and ensure that parties are not diverted to court litigation when they have a valid and enforceable arbitration agreement in place. It empowers the court to enforce the parties' agreement to resolve their disputes through arbitration unless there are substantial reasons to refuse the stay.

In summary, Section 6(2) of the Singapore International Arbitration Act 1994 outlines the court's duty to grant a stay of court proceedings and direct the parties to arbitration upon an application made under subsection (1). The court's discretion allows it to impose terms or conditions on the stay, while its obligation to grant the stay is subject to the absence of grounds that would render the arbitration agreement null, void, inoperative, or incapable of performance. This provision reinforces the commitment to arbitration as the primary method for resolving disputes when parties have agreed to arbitrate.

(3) Where a court makes an order under subsection (2), the court may, for the purpose of preserving the rights of parties, make any interim or supplementary order that the court thinks fit in relation to any property which is the subject of the dispute to which the order under that subsection relates.

Section 6(3) of the Singapore International Arbitration Act 1994 provides the court with the authority to issue interim or supplementary orders for the preservation of parties' rights in relation to property that is the subject of the dispute when a stay order is made under subsection (2). Key points to note from this section:

1. Preservation of parties' rights: Section 6(3) emphasises the court's responsibility to preserve the parties' rights when a stay order is granted under subsection (2). The objective is to ensure that the parties' interests and assets relevant to the dispute are adequately protected during the arbitration process.
2. Authority to issue interim or supplementary orders: When granting a stay order under subsection (2), the court is vested with the power to issue "any interim or supplementary order" that it deems appropriate. These orders serve to maintain the status quo or protect the parties' interests during the arbitration proceedings.
3. Property subject to the dispute: The court's authority to issue interim or supplementary orders extends to "any property which is the subject of the dispute" to which the stay order applies. This includes assets, goods, or any subject matter of the dispute that may require protection or preservation during the arbitration process.
4. Flexibility and discretion of the court: Section 6(3) provides the court with considerable flexibility and discretion in deciding the nature and extent of the interim or supplementary orders. The court can tailor the orders to suit the specific circumstances and needs of the case to ensure the parties' rights are adequately safeguarded.

5. Safeguarding arbitration process: By allowing the court to issue interim or supplementary orders, the provision seeks to uphold the efficacy of the arbitration process and ensure that the parties' rights and interests are protected pending the resolution of the dispute through arbitration.

In summary, Section 6(3) of the Singapore International Arbitration Act 1994 empowers the court to issue interim or supplementary orders to preserve the rights of parties and protect relevant property during the arbitration process when a stay order is granted under subsection (2). This provision enhances the effectiveness of the arbitration proceedings and safeguards the parties' interests while the dispute is being resolved through arbitration.

(4) Where no party to the proceedings has taken any further step in the proceedings for a period of at least 2 years after an order staying the proceedings has been made, the court may, on its own motion, make an order discontinuing the proceedings without prejudice to the right of any of the parties to apply for the discontinued proceedings to be reinstated.

Section 6(4) of the Singapore International Arbitration Act 1994 deals with the discontinuation of court proceedings that were stayed in favour of arbitration. Key points to note from this section:

1. Inactivity in the proceedings: Section 6(4) applies when no party to the court proceedings, which were stayed in favour of arbitration by an order under subsection (2), has taken any further step in the proceedings for a period of at least two years.
2. Discontinuation of the proceedings: In such cases, the court has the authority to, on its own motion, make an order discontinuing the proceedings. This means the court will formally terminate the court proceedings that have been dormant for an extended period.
3. Without prejudice to reinstatement: The discontinuation of the proceedings is "without prejudice to the right of any of the parties to apply for the discontinued proceedings to be reinstated". This means that any party to the proceedings, even after the court has discontinued them, retains the right to apply to the court for reinstating the proceedings if they have a valid reason to do so.
4. Facilitating efficiency: Section 6(4) is designed to encourage procedural efficiency and prevent undue delays in the resolution of disputes. It provides a mechanism for discontinuing dormant court proceedings, which were originally stayed in favour of arbitration, and ensures that the parties remain free to reinstate the proceedings if necessary.
5. Balancing court intervention and party autonomy: The provision strikes a balance between allowing the court to manage proceedings that show no progress for an extended period and preserving the parties' autonomy in applying for reinstatement if circumstances warrant it.

In summary, Section 6(4) of the Singapore International Arbitration Act 1994 allows the court to discontinue court proceedings that have been stayed in favour of arbitration if no party has taken any further step in the proceedings for a period of at least two years. This provision aims to promote procedural efficiency and gives the court the ability to manage inactive cases. However, the provision

also ensures that the parties' rights to apply for reinstatement of the proceedings are preserved, allowing for flexibility in exceptional circumstances.

(5) For the purposes of this section and sections 7 and 11A —

- (a) a reference to a party includes a reference to any person claiming through or under such party;**
- (b) "court" means the General Division of the High Court, District Court, Magistrate's Court or any other court in which proceedings are instituted.**

Section 6(5) of the Singapore International Arbitration Act 1994 provides definitions and interpretations that apply to this section and sections 7 and 11A of the Act. Key points to note from this section:

1. Inclusion of persons claiming through or under a party: Section 6(5)(a) clarifies that the term "party" in this section and sections 7 and 11A includes not only the original parties involved in the arbitration agreement but also any person claiming through or under such a party. This means that successors, assignees, or any other person who derives their rights from a party to the arbitration agreement is also covered by the provisions.
2. Broad definition of "court": Section 6(5)(b) defines "court" for the purposes of this section and sections 7 and 11A. It includes various levels of courts in Singapore where legal proceedings can be instituted. Specifically, it refers to the General Division of the High Court, District Court, Magistrate's Court, or any other court where proceedings are initiated.
3. Scope of application: The definitions provided in Section 6(5) serve to expand the applicability of these sections and ensure that the provisions cover not only the original parties but also any individuals or entities related to them.

In summary, Section 6(5) of the Singapore International Arbitration Act 1994 provides essential definitions and interpretations that apply to this section and sections 7 and 11A of the Act. It clarifies that the term "party" encompasses not only the original parties but also anyone claiming through or under such a party. Additionally, it defines the scope of the term "court", encompassing various levels of courts where proceedings can be initiated in Singapore. These definitions ensure the comprehensive application of the provisions and promote clarity in the interpretation of the Act.

7. Court's powers on stay of proceedings

- (1) Where a court stays proceedings under section 6, the court may, if in those proceedings property has been arrested or bail or other security has been given to prevent or obtain release from arrest, order that —
- (a) the property arrested be retained as security for the satisfaction of any award made on the arbitration; or
 - (b) the stay be conditional on the provision of equivalent security for the satisfaction of any such award.

Section 7(1) of the Singapore International Arbitration Act 1994 outlines the powers of the court when it stays proceedings under Section 6 of the Act. It addresses situations where property has been arrested or security has been given in the court proceedings to prevent or obtain release from arrest. Key points to note from this section:

1. Context of the stay: Section 7(1) comes into play when the court has granted a stay of proceedings under Section 6 of the Act, directing the parties to proceed with arbitration.
2. Arrest of property or provision of security: The section focuses on situations where property has been arrested (seized) or where bail or other forms of security have been given in the court proceedings.
3. Options for the court: Upon granting the stay, the court is empowered to exercise discretion and make the following orders:
 - a. Retention of property as security: The court may order that the property that has been arrested remains under retention as security for the satisfaction of any award that may be made in the arbitration.
 - b. Provision of equivalent security: Alternatively, the court may condition the stay on the provision of equivalent security. This means that the party whose property was initially arrested or who provided security may be required to furnish an alternative form of security that ensures the satisfaction of any award rendered in the arbitration.
4. Ensuring enforcement of arbitral awards: The objective of Section 7(1) is to secure the enforcement of arbitral awards. By allowing the court to retain the property or require alternative security, it provides a guarantee that the party receiving the award will have the means to satisfy any monetary obligations arising from the arbitration.

In summary, Section 7(1) of the Singapore International Arbitration Act 1994 grants the court discretionary powers when it stays proceedings under Section 6 of the Act. The court may retain the property that has been arrested as security for any award made in the arbitration, or it may condition the stay on the provision of equivalent security. These measures aim to ensure the enforceability of arbitral awards and protect the rights of parties involved in the arbitration.

(2) Subject to the Rules of Court and to any necessary modification, the same law and practice apply in relation to property retained pursuant to an order under this section as would apply if it were held for the purposes of proceedings in the court which made the order.

Section 7(2) of the Singapore International Arbitration Act 1994 clarifies the application of law and practice concerning property retained pursuant to an order made under Section 7(1) of the Act. Key points to note from this section:

1. Application of law and practice: Section 7(2) establishes that the same law and practice apply concerning property retained as security pursuant to an order under Section 7(1) of the Act as if that property were being held for the purposes of proceedings in the same court that issued the order.
2. Subject to the Rules of Court: The application of the same law and practice is subject to the Rules of Court. The Rules of Court in Singapore govern various procedural matters, and any modifications necessary to implement the retention of property as security under Section 7(1) will be guided by these rules.
3. Parallel treatment of retained property: The provision ensures that property retained as security under Section 7(1) is treated in a manner that is consistent with how property would be handled if it were held for the purposes of proceedings within the same court. This is intended to maintain procedural fairness and consistency.
4. Protection of parties' rights: By applying the same law and practice as if the property were held for court proceedings, this provision safeguards the rights and interests of the parties involved in the arbitration. It ensures that the retained property remains protected and available for the satisfaction of any award made in the arbitration.

In summary, Section 7(2) of the Singapore International Arbitration Act 1994 ensures that the law and practice concerning property retained as security under an order made under Section 7(1) are aligned with how the same property would be treated if it were held for proceedings within the same court. This provision promotes procedural fairness and consistency while safeguarding the parties' rights and ensuring the enforceability of arbitral awards.

8. Authorities specified for purposes of Article 6 of Model Law

(1) The General Division of the High Court in Singapore is to be taken to have been specified in Article 6 of the Model Law as courts competent to perform the functions referred to in that Article except for Article 11(3) and (4) of the Model Law.

Section 8(1) of the Singapore International Arbitration Act 1994 clarifies the competence of the General Division of the High Court in Singapore to perform certain functions specified in Article 6 of the UNCITRAL Model Law on International Commercial Arbitration. Key points to note from this section:

1. Reference to Article 6 of the Model Law: Section 8(1) refers to Article 6 of the UNCITRAL Model Law on International Commercial Arbitration. Article 6 outlines the functions of the court in assisting arbitration proceedings, including the appointment of arbitrators in certain circumstances.

2. Competence of the General Division of the High Court: The section clarifies that the General Division of the High Court in Singapore is competent to perform the functions specified in Article 6 of the Model Law. This means that the High Court in Singapore can exercise the powers and authority provided under Article 6 to support and facilitate arbitration proceedings in line with the Model Law.
3. Exceptions regarding Article 11(3) and (4): Section 8(1) stipulates that the competence of the General Division of the High Court under Article 6 of the Model Law does not extend to Article 11(3) and (4) of the Model Law. Article 11(3) and (4) deal with the replacement of an arbitrator who is unable to perform his or her functions and the termination of an arbitrator's mandate under certain circumstances.
4. Limited scope of exception: The exception concerning Article 11(3) and (4) implies that the General Division of the High Court in Singapore may not have jurisdiction over matters related to the replacement or termination of arbitrators' mandates under the specific provisions of the Model Law.

In summary, Section 8(1) of the Singapore International Arbitration Act 1994 designates the General Division of the High Court in Singapore as having the competence to perform functions specified in Article 6 of the UNCITRAL Model Law in supporting and assisting arbitration proceedings. However, it also clarifies that the High Court's competence does not extend to matters covered under Article 11(3) and (4) of the Model Law. This provision ensures that the High Court can effectively support arbitration proceedings while also respecting the limitations defined by the Model Law.

(2) The president of the Court of Arbitration of the Singapore International Arbitration Centre is to be taken to have been specified as the authority competent to perform the functions under Article 11(3) and (4) of the Model Law.

Section 8(2) of the Singapore International Arbitration Act 1994 designates the President of the Court of Arbitration of the Singapore International Arbitration Centre (SIAC) as the authority competent to perform certain functions specified in Article 11(3) and (4) of the UNCITRAL Model Law on International Commercial Arbitration. Key points to note from this section:

1. Reference to Article 11(3) and (4) of the Model Law: Section 8(1) specifically refers to Article 11(3) and (4) of the UNCITRAL Model Law. Article 11(3) deals with the replacement of an arbitrator who is unable to perform his or her functions, while Article 11(4) deals with the termination of an arbitrator's mandate under certain circumstances.
2. Designation of the President of SIAC: Section 8(2) designates the President of the Court of Arbitration of SIAC as the authority competent to perform the functions specified in Article 11(3) and (4) of the Model Law. This means that the President of SIAC has the authority to make decisions related to the replacement or termination of arbitrators' mandates in accordance with the provisions of the Model Law.
3. Role of SIAC: SIAC is a well-known international arbitration institution based in Singapore. The designation of its President as the authority competent to perform the functions under Article 11(3) and (4) underscores the institution's significance in the arbitration landscape and its role in administering arbitral proceedings.

4. Ensuring efficient arbitration proceedings: Designating the President of SIAC as the competent authority to handle arbitrator replacement and termination helps ensure efficiency in arbitration proceedings. Having a designated authority with expertise in arbitral matters can facilitate smooth transitions and handle any necessary changes in the composition of the arbitral tribunal.

In summary, Section 8(2) of the Singapore International Arbitration Act 1994 designates the President of the Court of Arbitration of the Singapore International Arbitration Centre as the authority competent to perform the functions under Article 11(3) and (4) of the UNCITRAL Model Law. This provision reflects the importance of SIAC in the arbitration community and ensures effective management of arbitrator replacement and termination processes in accordance with the Model Law.

(3) The Chief Justice may, if he or she thinks fit, by notification in the Gazette, appoint any other person to exercise the powers of the president of the Court of Arbitration of the Singapore International Arbitration Centre under subsection (2).

Section 8(3) of the Singapore International Arbitration Act 1994 provides the Chief Justice with the authority to appoint another person to exercise the powers of the President of the Court of Arbitration of the Singapore International Arbitration Centre (SIAC) under subsection (2) of the Act. Key points to note from this section:

1. Authority of the Chief Justice: Section 8(3) grants the Chief Justice the discretionary power to appoint another person to exercise the powers that are assigned to the President of the Court of Arbitration of SIAC under subsection (2) of the Act.
2. Delegation of powers: The Chief Justice can delegate the powers vested in the President of SIAC to another person if he or she deems it appropriate to do so. This provision allows for flexibility in the administration of the powers related to arbitrator replacement and termination.
3. Appointment by notification in the Gazette: The appointment of another person to exercise the President's powers is made through an official notification published in the Gazette, which is the official government publication in Singapore. This ensures transparency and official recognition of the appointment.
4. Temporary or specific appointments: The provision does not specify the circumstances under which the Chief Justice may make such an appointment. Therefore, the appointment may be for a specific case, a temporary period, or for any other reason that the Chief Justice considers appropriate.

In summary, Section 8(3) of the Singapore International Arbitration Act 1994 grants the Chief Justice the authority to appoint another person to exercise the powers of the President of the Court of Arbitration of SIAC, as specified under subsection (2) of the Act. This provision enables the Chief Justice to delegate the President's powers to another individual, ensuring administrative flexibility and efficiency in the management of arbitrator replacement and termination processes. The appointment is made through an official notification in the Gazette, providing transparency and official recognition of the appointment.

8A. Application of Limitation Act 1959 and Foreign Limitation Periods Act 2012

- (1) The Limitation Act 1959 and the Foreign Limitation Periods Act 2012 apply to arbitral proceedings as they apply to proceedings before any court and any reference in both Acts to the commencement of proceedings is to be construed as a reference to the commencement of arbitral proceedings.**

Section 8A(1) of the Singapore International Arbitration Act 1994 establishes the applicability of the Limitation Act 1959 and the Foreign Limitation Periods Act 2012 to arbitral proceedings. Key points to note from this section:

1. **Applicability of Limitation Acts:** Section 8A(1) affirms that both the Limitation Act 1959 and the Foreign Limitation Periods Act 2012 apply to arbitral proceedings. These Acts govern the time limits within which legal actions must be commenced and provide for the limitation periods for various types of claims.
2. **Equivalent application to court proceedings:** The provision clarifies that the application of the Limitation Acts to arbitral proceedings is the same as their application to proceedings before any court. This means that the time limitations for bringing claims in arbitral proceedings are analogous to those applicable in court proceedings.
3. **Reference to the commencement of arbitral proceedings:** Section 8A(1) further states that any reference in the Limitation Acts to the commencement of proceedings should be interpreted as a reference to the commencement of arbitral proceedings. This ensures that the time limits for initiating arbitral proceedings are measured from the same starting point as court proceedings.
4. **Certainty and consistency:** By applying the same limitation laws to both arbitral and court proceedings, Section 8A(1) aims to promote legal certainty and consistency in Singapore's dispute resolution landscape. It allows parties involved in arbitration to have a clear understanding of the time limits within which they must initiate their claims, thereby ensuring procedural fairness.

In summary, Section 8A(1) of the Singapore International Arbitration Act 1994 extends the application of the Limitation Act 1959 and the Foreign Limitation Periods Act 2012 to arbitral proceedings. The section emphasises that the application of these Acts to arbitration is on par with their application to proceedings before any court. Moreover, it clarifies that any reference in the Acts to the commencement of proceedings should be understood as a reference to the commencement of arbitral proceedings. This provision ensures consistency in the application of limitation periods and contributes to a transparent and predictable arbitration process.

- (2) The General Division of the High Court may order that in computing the time prescribed by the Limitation Act 1959 or the Foreign Limitation Periods Act 2012 for the commencement of**

proceedings (including arbitral proceedings) in respect of a dispute which was the subject matter of –

- (a) an award which the General Division of the High Court orders to be set aside or declares to be of no effect; or**
- (b) the affected part of an award which the General Division of the High Court orders to be set aside in part or declares to be in part of no effect,**

the period between the commencement of the arbitration and the date of the order referred to in paragraph (a) or (b) is to be excluded.

Section 8A(2) of the Singapore International Arbitration Act 1994 addresses the computation of time prescribed by the Limitation Act 1959 or the Foreign Limitation Periods Act 2012 for commencing proceedings, including arbitral proceedings, in certain situations where an award is set aside or declared to be of no effect. Key points to note from this section:

1. Application of Limitation Acts: Section 8A(2) applies the provisions of the Limitation Act 1959 and the Foreign Limitation Periods Act 2012 to the computation of time for commencing proceedings, including arbitral proceedings.
2. Situations covered: The section specifically addresses two situations:
 - a. Where the General Division of the High Court orders an award to be set aside or declares it to be of no effect; or
 - b. Where the General Division of the High Court orders part of an award to be set aside or declares part of it to be of no effect.
3. Exclusion of time: In both situations mentioned above, the General Division of the High Court has the authority to order that the period between the commencement of the arbitration and the date of the order (set aside or declaration) should be excluded when computing the time for commencing any further proceedings related to the dispute.
4. Purpose of exclusion: The exclusion of the period between the arbitration's commencement and the date of the court order is intended to provide parties with an extended time frame for commencing further proceedings in case the original award is set aside or declared to be of no effect. This exclusion allows parties to effectively utilise the time spent in the arbitration process while still ensuring that the overall time limit for commencing proceedings is adhered to.

In summary, Section 8A(2) of the Singapore International Arbitration Act 1994 allows the General Division of the High Court to order the exclusion of the period between the commencement of arbitration and the date of an order that sets aside or declares an award to be of no effect. This provision aims to ensure procedural fairness by providing parties with a reasonable opportunity to initiate further proceedings in cases where an award is set aside or declared to be ineffective, without being hindered by the limitation period.

- (3) Despite any term in an arbitration agreement to the effect that no cause of action is to accrue in respect of any matter required by the agreement to be referred until an award is made under the agreement, the cause of action is deemed, for the purposes of the Limitation Act 1959 and the Foreign Limitation Periods Act 2012, to have accrued in respect of any such matter at the time when it would have accrued but for that term in the agreement.**

Section 8(3) of the Singapore International Arbitration Act 1994 deals with the accrual of a cause of action in respect of matters required to be referred to arbitration under an arbitration agreement. Key points to note from this section:

1. Terms in an arbitration agreement: Section 8(3) refers to terms within an arbitration agreement that specify that no cause of action will accrue in respect of any matter required to be referred to arbitration until an award is made under that agreement.
2. Deemed accrual of cause of action: Despite such a term in the arbitration agreement, Section 8(3) deems that the cause of action has accrued in respect of any matter required to be referred to arbitration at the time when it would have normally accrued, disregarding the term in the agreement.
3. Application to Limitation Acts: The deemed accrual of the cause of action is for the purposes of the Limitation Act 1959 and the Foreign Limitation Periods Act 2012. These Acts govern the time limits within which legal actions must be commenced, and their application ensures that the parties' rights are not indefinitely delayed by arbitration proceedings.
4. Ensuring time limits for legal actions: This provision is designed to prevent parties from using arbitration agreements to indefinitely delay the accrual of a cause of action and evade time limits for commencing legal proceedings. It ensures that the cause of action is not frozen until an award is made under the arbitration agreement.

In summary, Section 8(3) of the Singapore International Arbitration Act 1994 establishes that, despite any term in an arbitration agreement that postpones the accrual of a cause of action until an award is made, the cause of action is deemed to have accrued at the time when it would have normally accrued, disregarding the term in the agreement. This provision ensures that the Limitation Act 1959 and the Foreign Limitation Periods Act 2012's time limits for legal actions are upheld, preventing parties from using arbitration agreements to indefinitely delay legal proceedings.

9. Number of arbitrators for purposes of Article 10(2) of Model Law

Despite Article 10(2) of the Model Law, if the number of arbitrators is not determined by the parties, there is to be a single arbitrator.

Section 9 of the Singapore International Arbitration Act 1994 provides a default rule concerning the number of arbitrators in case the parties to an arbitration agreement do not explicitly determine the number. Key points to note from this section:

1. Reference to Article 10(2) of the Model Law: Section 9 acknowledges Article 10(2) of the UNCITRAL Model Law on International Commercial Arbitration. Article 10(2) of the Model

Law states that the default number of arbitrators shall be three, unless the parties agree otherwise.

2. **Default rule:** Section 9 provides a default rule for cases where the arbitration agreement is silent on the number of arbitrators. In such situations, despite the provision in the Model Law, the default number of arbitrators is one (i.e., a single arbitrator).
3. **Avoiding procedural deadlock:** By mandating a single arbitrator when the parties have not determined the number, Section 9 ensures that the arbitration process can proceed efficiently without facing potential procedural deadlocks that could arise in three-member tribunals.
4. **Parties' freedom to agree:** It is important to note that this provision does not restrict the parties' freedom to agree on the number of arbitrators. If the parties wish to have a three-member tribunal or any other configuration, they can explicitly agree on it in the arbitration agreement.

In summary, Section 9 of the Singapore International Arbitration Act 1994 establishes a default rule in cases where the number of arbitrators is not determined by the parties in the arbitration agreement. Despite the Model Law's provision, the default number of arbitrators is one, aiming to avoid procedural delays and promote a more efficient arbitration process. Nonetheless, parties are free to agree on a different number of arbitrators if they wish to do so.

9A. Default appointment of arbitrators in arbitration with 2 parties

(1) Despite Article 11(3) of the Model Law, in an arbitration with 2 parties and 3 arbitrators, each party must appoint one arbitrator, and the parties must by agreement appoint the third arbitrator.

Section 9A(1) of the Singapore International Arbitration Act 1994 provides a specific arrangement for the appointment of arbitrators in certain types of arbitration with two parties and three arbitrators. Key points to note from this section:

1. **Reference to Article 11(3) of the Model Law:** Section 9A(1) acknowledges Article 11(3) of the UNCITRAL Model Law on International Commercial Arbitration. Article 11(3) allows a default provision for the appointment of arbitrators where the parties fail to reach an agreement.
2. **Specific situation:** This provision is specific to a particular type of arbitration where there are two parties involved and a three-member arbitral tribunal is required.
3. **Party-appointed arbitrators:** In this type of arbitration, each party is responsible for appointing one arbitrator. This means that each party has the right to select an arbitrator who will represent their interests in the arbitration.
4. **Third arbitrator:** The parties must, by agreement, appoint the third arbitrator. This appointment requires mutual consent and signifies that the parties collectively select the presiding arbitrator (or the third arbitrator) who will chair the arbitral tribunal.

5. Deviation from the Model Law default provision: Section 9A(1) deviates from the default provision in the Model Law, which would have allowed a default appointment process if the parties failed to agree on the appointment of arbitrators.

In summary, Section 9A(1) of the Singapore International Arbitration Act 1994 establishes a specific appointment process for arbitrators in an arbitration with two parties and three arbitrators. Each party appoints one arbitrator, and the parties must agree on the appointment of the third arbitrator who will serve as the presiding arbitrator. This provision deviates from the default appointment process outlined in the Model Law, offering a tailored approach for this particular type of arbitration.

(2) Where the parties fail to agree on the appointment of the third arbitrator within 30 days after the receipt of the first request by either party to do so, the appointment must be made, upon the request of a party, by the appointing authority.

1. Section 9A(2) of the Singapore International Arbitration Act 1994 provides a mechanism for appointing the third arbitrator in cases where the parties in a three-member arbitral tribunal fail to agree on the appointment within a specified time frame. Key points to note from this section:
2. Context: This provision is relevant in the context of an arbitration with two parties and a three-member arbitral tribunal, as stated in Section 9A(1) of the Act.
3. Failure to agree on the third arbitrator: If the parties are unable to reach an agreement on the appointment of the third arbitrator within 30 days after receiving the first request by either party to do so, this provision comes into effect.
4. Appointment by the appointing authority: In the event of failure to agree, either party may request the appointing authority to make the appointment of the third arbitrator. The appointing authority is typically an institution or organisation designated in the arbitration agreement or agreed upon by the parties to perform this function.
5. Facilitating the appointment process: This provision helps prevent delays and deadlocks in the appointment process. If the parties are unable to agree on the third arbitrator within the stipulated time frame, the involvement of the appointing authority ensures a timely and effective resolution.
6. Protecting parties' interests: The involvement of the appointing authority in the appointment process provides assurance that the third arbitrator will be impartial and competent. This helps maintain the integrity of the arbitral tribunal and ensures a fair arbitration process.

In summary, Section 9A(2) of the Singapore International Arbitration Act 1994 provides a mechanism for appointing the third arbitrator when the parties in a three-member arbitral tribunal fail to reach an agreement on the appointment within 30 days after receiving the first request to do so. In such cases, a party can request the appointing authority to make the appointment, ensuring an efficient and impartial appointment process for the third arbitrator.

9B. Default appointment of arbitrators in arbitration with 3 or more parties

- (1) Despite Article 11(3) of the Model Law, in an arbitration with 3 or more parties and 3 arbitrators —**
- (a) the claimant, or all the claimants by agreement if there is more than one claimant, must appoint an arbitrator on or before the date of sending of the request for the dispute to be referred to arbitration and inform the respondent or respondents of the appointment on the date when the request for the dispute to be referred to arbitration is sent to the respondent or respondents;**
 - (b) the respondent, or all the respondents by agreement if there is more than one respondent, must appoint an arbitrator and inform the claimant or claimants of the appointment within 30 days after the date of receipt of the request for the dispute to be referred to arbitration by the respondent, or by the last respondent to receive the request if there is more than one respondent; and**
 - (c) the 2 arbitrators appointed under paragraphs (a) and (b) must by agreement appoint the third arbitrator, who is to be the presiding arbitrator, within 60 days after the date of receipt of the request for the dispute to be referred to arbitration by the respondent, or by the last respondent to receive the request if there is more than one respondent.**

Section 9B(1) of the Singapore International Arbitration Act 1994 outlines a specific appointment process for arbitrators in arbitrations involving three or more parties and a three-member arbitral tribunal. This provision deviates from Article 11(3) of the UNCITRAL Model Law on International Commercial Arbitration. Key points to note from this section:

1. **Applicability to multi-party arbitrations:** Section 9B(1) applies to arbitrations involving three or more parties and three arbitrators.
2. **Step-by-step appointment process:** The section outlines a step-by-step process for appointing the three arbitrators:
 - a. The claimant(s) must appoint an arbitrator on or before sending the request for the dispute to arbitration, and they must inform the respondent(s) of the appointment at the same time they send the request.
 - b. The respondent(s) must appoint an arbitrator within 30 days after receiving the request for arbitration. If there are multiple respondents, the last respondent to receive the request has 30 days to make the appointment.
 - c. The two arbitrators appointed by the parties (one by the claimant(s) and one by the respondent(s)) must, by agreement, appoint the third arbitrator (presiding arbitrator) within 60 days after the respondent(s) received the request for arbitration.
3. **Deviation from the Model Law:** Section 9B(1) deviates from Article 11(3) of the Model Law, which generally provides a default rule for the appointment of arbitrators in case the parties fail to agree.

4. Streamlining the appointment process: The provision aims to streamline the appointment process for multi-party arbitrations, ensuring that each party has a timely opportunity to appoint an arbitrator and facilitating the efficient constitution of the arbitral tribunal.

In summary, Section 9B(1) of the Singapore International Arbitration Act 1994 sets forth a specific appointment process for arbitrators in arbitrations involving three or more parties and three arbitrators. The provision outlines a step-by-step approach for the appointment of the arbitrators, seeking to ensure a prompt and effective constitution of the arbitral tribunal in multi-party disputes. This process deviates from the default rule in the Model Law and is designed to accommodate the complexities of arbitrations with multiple parties.

- (2) **Despite subsection (1), the appointing authority must, upon the request of any party, appoint all 3 arbitrators and designate any one of the arbitrators as the presiding arbitrator if —**
 - (a) **the claimant or claimants fail to appoint an arbitrator, or fail to inform the respondent or respondents of such appointment, by the date specified in subsection (1)(a); or**
 - (b) **the respondent or respondents fail to appoint an arbitrator, or fail to inform the claimant or claimants of such appointment, within the time specified in subsection (1)(b).**

Section 9B(2) of the Singapore International Arbitration Act 1994 provides for a specific scenario in which the appointing authority assumes the responsibility of appointing all three arbitrators and designating the presiding arbitrator if the parties fail to fulfil their obligations in the appointment process. Key points to note from this section:

1. Applicability to multi-party arbitrations: Section 9B(2) is applicable to arbitrations with three or more parties and three arbitrators, as indicated in Section 9B(1).
2. Obligations of the parties: Subsection (1) of Section 9B outlines the default appointment process, where the claimant(s) appoint one arbitrator, the respondent(s) appoint another, and the two arbitrators appointed by the parties then appoint the third (presiding) arbitrator.
3. Failure to fulfil appointment obligations: Section 9B(2) comes into play when the parties fail to fulfil their obligations as specified in subsection (1). Specifically:
 - a. If the claimant(s) fail to appoint an arbitrator or fail to inform the respondent(s) of the appointment by the specified date in subsection (1)(a), or
 - b. If the respondent(s) fail to appoint an arbitrator or fail to inform the claimant(s) of the appointment within the time specified in subsection (1)(b),
4. Appointing authority's role: In such cases, any party can request the appointing authority to appoint all three arbitrators and designate one of them as the presiding arbitrator.
5. Efficient resolution: This provision ensures that the appointment process proceeds smoothly even if one or more parties fail to fulfil their appointment obligations. The

involvement of the appointing authority streamlines the process and helps to avoid undue delays in the constitution of the arbitral tribunal.

In summary, Section 9B(2) of the Singapore International Arbitration Act 1994 deals with situations where the parties fail to fulfil their obligations in appointing arbitrators in arbitrations with three or more parties and three arbitrators. In such cases, the appointing authority assumes the responsibility of appointing all three arbitrators and designating one of them as the presiding arbitrator. This provision helps ensure an efficient resolution in the appointment process and contributes to the smooth functioning of the arbitral tribunal in multi-party arbitrations.

(3) In making the appointments under subsection (2), the appointing authority may, having regard to all relevant circumstances, re-appoint or revoke the appointment of an arbitrator appointed under subsection (1)(a) or (b).

Section 9B(3) of the Singapore International Arbitration Act 1994 grants the appointing authority the discretion to re-appoint or revoke the appointment of an arbitrator who was originally appointed by the parties but subsequently failed to fulfil their appointment obligations. Key points to note from this section:

1. Applicability: Section 9B(3) is relevant in the context of arbitrations with three or more parties and three arbitrators, as outlined in Section 9B(1).
2. Role of the appointing authority: Subsection (2) empowers the appointing authority to take over the appointment process if any of the parties fail to appoint their arbitrator or inform the other party of the appointment within the specified time frame.
3. Discretionary re-appointment or revocation: Under Section 9B(3), the appointing authority has the discretion to re-appoint or revoke the appointment of an arbitrator who was originally appointed by the parties but failed to fulfil their appointment obligations.
4. Relevant circumstances: The appointing authority's decision to re-appoint or revoke the appointment is guided by "all relevant circumstances". This implies that the appointing authority will consider various factors when making this determination, including the reasons for the party's failure to appoint the arbitrator, the impact of the delay on the arbitration proceedings, and any other relevant considerations.
5. Ensuring an effective tribunal: The provision gives the appointing authority the power to ensure that the arbitral tribunal is effectively constituted despite any initial lapses in appointment by the parties. The appointing authority's intervention helps avoid delays and potential disruptions in the arbitration process.

In summary, Section 9B(3) of the Singapore International Arbitration Act 1994 grants the appointing authority the discretion to re-appoint or revoke the appointment of an arbitrator who was initially appointed by the parties but failed to fulfil their appointment obligations. This provision empowers the appointing authority to ensure an effective constitution of the arbitral tribunal, taking into account all relevant circumstances surrounding the appointment process.

- (4) Despite subsection (1)(c), the appointing authority must, upon the request of any party and having regard to all relevant circumstances, appoint the third arbitrator if the 2 arbitrators appointed by the parties fail to agree on the appointment of the third arbitrator within the time specified in subsection (1)(c).**

Section 9B(4) of the Singapore International Arbitration Act 1994 addresses a situation where the two arbitrators appointed by the parties fail to agree on the appointment of the third arbitrator (presiding arbitrator) within the time specified in subsection (1)(c). In such cases, the appointing authority is given the responsibility to make the appointment upon the request of any party. Key points to note from this section:

1. **Applicability:** Section 9B(4) applies to arbitrations with three or more parties and three arbitrators, as outlined in Section 9B(1).
2. **Obligations of party-appointed arbitrators:** Subsection (1)(c) specifies that the two arbitrators appointed by the parties must agree on the appointment of the third arbitrator (presiding arbitrator) within 60 days after the date of receipt of the request for arbitration by the respondent, or by the last respondent to receive the request if there is more than one respondent.
3. **Failure to reach an agreement:** If the two arbitrators appointed by the parties fail to agree on the appointment of the third arbitrator within the specified time frame, Section 9B(4) comes into effect.
4. **Role of the appointing authority:** In this scenario, any party can request the appointing authority to step in and make the appointment of the third arbitrator. The appointing authority must then appoint the third arbitrator, considering “all relevant circumstances” surrounding the appointment.
5. **Ensuring the constitution of the tribunal:** The provision empowers the appointing authority to ensure the constitution of a full three-member arbitral tribunal even if the party-appointed arbitrators fail to agree on the appointment of the presiding arbitrator. This helps avoid delays and disruptions in the arbitration process.

In summary, Section 9B(4) of the Singapore International Arbitration Act 1994 enables the appointing authority to make the appointment of the third arbitrator (presiding arbitrator) if the two arbitrators appointed by the parties fail to agree on the appointment within the specified time frame. By doing so, this provision ensures the effective constitution of the arbitral tribunal, considering all relevant circumstances, and contributes to the efficient conduct of the arbitration proceedings involving multiple parties and arbitrators.

10. Appeal on ruling of jurisdiction

(1) This section has effect despite Article 16(3) of the Model Law.

Section 10(1) of the Singapore International Arbitration Act 1994 establishes that the provisions within this section are in force and applicable, regardless of any contrary provisions in Article 16(3) of the UNCITRAL Model Law on International Commercial Arbitration. Key points to note from this section:

1. Scope of application: Section 10 is a standalone provision that applies to the entire Act, specifically its provisions that follow section 10.
2. Overriding effect: Section 10 serves as an override clause, stating that its contents are effective and applicable, regardless of any conflicting provisions found in Article 16(3) of the UNCITRAL Model Law.
3. Impact on the Model Law: The UNCITRAL Model Law on International Commercial Arbitration, adopted by the United Nations Commission on International Trade Law, serves as a template for many countries in drafting their national arbitration legislation. Article 16(3) of the Model Law provides the arbitral tribunal with the power to continue the arbitral proceedings even if a party initiates judicial proceedings in breach of an arbitration agreement. However, section 10 of the Singapore Act indicates that the provisions of the Act following section 10(1) will apply irrespective of Article 16(3) of the Model Law.
4. Legislative intent: By including this provision, the Singapore International Arbitration Act asserts its independence from the Model Law's Article 16(3). It indicates that Singapore has chosen a different approach or has modified certain aspects of the Model Law to suit its national legal framework and arbitration practice.
5. Potential divergence: The existence of Section 10(1) implies that there may be differences between Singapore's arbitration law and the UNCITRAL Model Law on certain aspects, especially concerning the power of the arbitral tribunal in relation to court proceedings. Parties and practitioners should be aware of these distinctions when conducting arbitration in Singapore.

In summary, Section 10(1) of the Singapore International Arbitration Act 1994 establishes the overriding effect of the provisions that follow this section. Despite any contrary provisions in Article 16(3) of the UNCITRAL Model Law, the provisions within the Singapore Act, specifically those following Section 10(1), have full force and effect in Singaporean arbitration proceedings. This section serves as a clear indication that Singapore has chosen to adopt specific provisions that may differ from the Model Law in certain respects to suit its legal framework for international arbitration.

(2) An arbitral tribunal may rule on a plea that it has no jurisdiction at any stage of the arbitral proceedings.

Section 10(2) of the Singapore International Arbitration Act 1994 confers the authority on an arbitral tribunal to rule on its own jurisdiction at any stage of the arbitral proceedings. Key points to note from this section:

1. Jurisdictional challenge: Section 10(2) grants the arbitral tribunal the power to address and rule on any objections or challenges raised by any party concerning the tribunal's jurisdiction to hear and decide the dispute. This is commonly referred to as a jurisdictional plea.
2. Timing of the ruling: The provision emphasises that the arbitral tribunal is not limited to ruling on jurisdictional objections at a specific stage of the arbitral proceedings. Rather, the tribunal has the discretion to address such challenges at any time during the course

of the arbitration, regardless of whether it is at the beginning, during the hearings, or even when preparing the final award.

3. Procedural flexibility: Allowing the arbitral tribunal to rule on its own jurisdiction at any stage provides procedural flexibility, allowing the tribunal to handle jurisdictional objections efficiently and in a manner that best suits the circumstances of the case.
4. Alignment with international practice: The provision is consistent with international arbitration practice, which generally allows tribunals to address jurisdictional challenges as they arise, promoting the timely resolution of jurisdictional issues and minimising procedural delays.
5. Interaction with judicial review: It is important to note that while the arbitral tribunal has the authority to rule on its own jurisdiction, the losing party may still have the opportunity to challenge the tribunal's decision through judicial review before the courts if it believes the tribunal has exceeded its authority or made a manifestly incorrect ruling on jurisdiction.

In summary, Section 10(2) of the Singapore International Arbitration Act 1994 empowers the arbitral tribunal to address and rule on its own jurisdiction at any stage of the arbitral proceedings. This provision grants the tribunal procedural flexibility and aligns with established international arbitration practices, ensuring that jurisdictional challenges are addressed efficiently and allowing the arbitral process to proceed smoothly.

(3) If the arbitral tribunal rules —

- (a) on a plea as a preliminary question that it has jurisdiction; or**
- (b) on a plea at any stage of the arbitral proceedings that it has no jurisdiction,**

any party may, within 30 days after having received notice of that ruling, apply to the General Division of the High Court to decide the matter.

Section 10(3) of the Singapore International Arbitration Act 1994 outlines the procedure for challenging the arbitral tribunal's ruling on its jurisdiction. It provides parties with the right to seek court intervention if they disagree with the tribunal's ruling. Key points to note from this section:

1. Scope of application: Section 10(3) applies when the arbitral tribunal renders a decision on its jurisdiction as a preliminary question (before delving into the substantive merits of the dispute) or at any stage of the arbitral proceedings.
2. Right to challenge: Any party to the arbitration has the right to challenge the tribunal's ruling on jurisdiction if they disagree with the decision.
3. Time limit for application: The challenging party must file the application with the General Division of the High Court within 30 days after receiving notice of the tribunal's ruling on jurisdiction. This timeframe is crucial, as it sets a deadline for parties to exercise their right to apply to the court.

4. Court intervention: Section 10(3) provides an avenue for parties to seek judicial review of the tribunal's jurisdictional ruling. The General Division of the High Court will have the authority to decide the matter, thereby ensuring that parties can seek resolution through the judicial system if they believe the tribunal's jurisdictional ruling is incorrect.
5. Interim enforceability: It is important to note that the arbitral proceedings may continue, even if the matter is referred to the court for a decision on jurisdiction. The tribunal's ruling on jurisdiction may be binding until the court decides otherwise.

In summary, Section 10(3) of the Singapore International Arbitration Act 1994 grants parties the right to challenge the arbitral tribunal's ruling on its jurisdiction. If the tribunal rules on jurisdiction as a preliminary question or at any stage of the proceedings, any party may apply to the General Division of the High Court within 30 days of receiving notice of the ruling. This section ensures that parties have a recourse to court intervention in case of disagreements regarding the tribunal's jurisdictional decision, thus adding an additional layer of protection and oversight to the arbitration process.

(4) An appeal from the decision of the General Division of the High Court made under Article 16(3) of the Model Law or this section may be brought only with the permission of the appellate court.

Section 10(4) of the Singapore International Arbitration Act 1994 limits the right to appeal decisions made by the General Division of the High Court regarding the tribunal's jurisdiction. It specifies that appeals from such decisions can only be brought with the permission of the appellate court. Key points to note from this section:

1. Applicability: Section 10(4) applies to appeals from decisions of the General Division of the High Court, which are related to matters of jurisdiction under both Article 16(3) of the UNCITRAL Model Law on International Commercial Arbitration and this section of the Singapore International Arbitration Act.
2. Restriction on appeals: The provision limits the right to appeal by requiring the permission of the appellate court. It means that parties cannot automatically appeal decisions made by the General Division of the High Court regarding jurisdiction. Instead, they must seek permission from the appellate court to initiate the appeal process.
3. Judicial oversight: Requiring permission for appeals adds an additional layer of judicial oversight and control over the appeals process. It helps ensure that only meritorious appeals proceed to the appellate court, thus avoiding unnecessary delays and costs associated with frivolous or unmeritorious appeals.
4. Emphasis on efficiency: By restricting appeals without permission, the section aims to promote efficiency in the arbitration process. It encourages parties to focus on resolving disputes through arbitration and discourages unnecessary litigation in the courts.
5. Complementing international standards: The requirement for permission to appeal aligns with international arbitration best practices, as many arbitration laws and rules also impose restrictions on appeals. This approach is in line with the goal of facilitating efficient and final resolution of disputes in arbitration.

In summary, Section 10(4) of the Singapore International Arbitration Act 1994 restricts the right to appeal decisions made by the General Division of the High Court regarding the tribunal's jurisdiction. Permission from the appellate court is required to bring an appeal. This provision aims to streamline the appeals process, promote efficiency in the arbitration system, and complement international arbitration standards that limit the scope of appeals in order to expedite the resolution of disputes.

(5) There is no appeal against a refusal for grant of permission of the appellate court.

Section 10(5) of the Singapore International Arbitration Act 1994 specifies that there is no further right to appeal in case the appellate court refuses to grant permission to appeal. Key points to note from this section:

1. **Scope of application:** Section 10(5) applies when the appellate court is asked to grant permission to appeal a decision made by the General Division of the High Court concerning the tribunal's jurisdiction, as mentioned in Section 10(4).
2. **Finality of refusal:** The provision establishes finality in the appellate court's decision to refuse permission to appeal. In other words, if the appellate court denies the request for permission to appeal, there is no further avenue for challenging that decision through a subsequent appeal.
3. **Judicial efficiency:** By explicitly stating that no appeal is available against a refusal for grant of permission, the section seeks to prevent protracted legal proceedings and promote judicial efficiency. This ensures that the appellate court's decision stands as the final determination on the matter.
4. **Encouraging finality in arbitration:** The provision aligns with the broader principle of encouraging finality in arbitration. By limiting the possibility of multiple appeals, the Act aims to achieve a timely resolution of disputes and uphold the finality of arbitral awards.
5. **Supporting arbitration's advantages:** The provision reinforces the advantages of arbitration as a dispute resolution mechanism, offering parties an efficient and relatively swift process with limited possibilities for extended litigation.

In summary, Section 10(5) of the Singapore International Arbitration Act 1994 establishes that there is no right to appeal against a refusal by the appellate court to grant permission for an appeal regarding the tribunal's jurisdiction. Once the appellate court decides on the matter, its decision is final, promoting judicial efficiency and encouraging finality in arbitration proceedings.

- (6) Where the General Division of the High Court, or the appellate court on appeal, decides that the arbitral tribunal has jurisdiction —**
- (a) the arbitral tribunal must continue the arbitral proceedings and make an award; and**
 - (b) where any arbitrator is unable or unwilling to continue the arbitral proceedings, the mandate of that arbitrator terminates and a substitute arbitrator must be appointed in accordance with Article 15 of the Model Law.**

Section 10(6) of the Singapore International Arbitration Act 1994 sets out the consequences when the General Division of the High Court or the appellate court decides that the arbitral tribunal has jurisdiction. Key points to note from this section:

1. **Jurisdiction confirmation:** Section 10(6) comes into effect when either the General Division of the High Court or the appellate court on appeal confirms that the arbitral tribunal has the necessary jurisdiction to hear and decide the dispute. This means that the tribunal is competent to proceed with the arbitration.
2. **Continuation of arbitral proceedings:** Upon a positive determination of jurisdiction, the arbitral tribunal is required to continue the arbitral proceedings. The court's decision confirms the authority of the tribunal to handle the dispute and issue an award.
3. **Obligation to make an award:** The section explicitly states that the arbitral tribunal must make an award after the court confirms its jurisdiction. The tribunal is expected to proceed with the substantive resolution of the dispute and render a decision on the merits of the case.
4. **Replacement of an arbitrator:** If, during the arbitral proceedings, any arbitrator becomes unable or unwilling to continue their role in the case, their mandate terminates. In such a scenario, a substitute arbitrator must be appointed in accordance with Article 15 of the UNCITRAL Model Law on International Commercial Arbitration. Article 15 deals with the appointment of substitute arbitrators when necessary.
5. **Consistency with international practice:** The provision aligns with international arbitration standards by requiring the arbitral proceedings to continue when jurisdiction is confirmed and mandating the appointment of substitute arbitrators if needed.

In summary, Section 10(6) of the Singapore International Arbitration Act 1994 outlines the consequences following the court's confirmation of the arbitral tribunal's jurisdiction. When the court decides in favour of the tribunal's jurisdiction, the arbitral proceedings must continue, and the tribunal is obligated to make an award. Additionally, if any arbitrator is unable or unwilling to continue, their mandate terminates, and a substitute arbitrator is appointed in accordance with the relevant provisions of the UNCITRAL Model Law. This section ensures the smooth continuation of arbitral proceedings after the jurisdictional issue is resolved by the court.

- (7) In making a ruling or decision under this section that the arbitral tribunal has no jurisdiction, the arbitral tribunal, the General Division of the High Court or the appellate court (as the case**

may be) may make an award or order of costs of the proceedings, including the arbitral proceedings (as the case may be), against any party.

Section 10(7) of the Singapore International Arbitration Act 1994 empowers the arbitral tribunal, the General Division of the High Court, or the appellate court (depending on the stage of the proceedings) to make an award or order of costs against any party when ruling that the arbitral tribunal lacks jurisdiction. Key points to note from this section:

1. **Jurisdictional ruling and costs:** Section 10(7) deals with the situation where the arbitral tribunal, the General Division of the High Court, or the appellate court decides that the arbitral tribunal lacks jurisdiction. In such cases, the ruling entity has the authority to order costs against any party involved in the dispute.
2. **Scope of costs:** The provision allows the tribunal or court to make an award or order of costs covering not only the proceedings before the court but also the costs incurred during the arbitral proceedings. This includes reasonable costs for legal representation, administrative expenses, and any other necessary costs related to the jurisdictional challenge.
3. **Discretionary power:** The section grants the tribunal or court discretion in determining the extent and allocation of costs. The decision to award costs is based on the specific circumstances of the case and the behaviour of the parties throughout the proceedings.
4. **Deterrence against frivolous challenges:** By empowering the tribunal or court to impose costs, the section aims to discourage parties from making frivolous or meritless jurisdictional challenges. The prospect of bearing the financial burden of unsuccessful challenges serves as a disincentive to engage in dilatory tactics.
5. **Encouraging efficient arbitration:** By allowing for the allocation of costs against the party responsible for raising an unsuccessful jurisdictional challenge, the provision supports the efficient and fair conduct of the arbitration process. It encourages parties to carefully consider the validity of their jurisdictional objections before bringing them before the tribunal or court.

In summary, Section 10(7) of the Singapore International Arbitration Act 1994 empowers the arbitral tribunal, the General Division of the High Court, or the appellate court to make an award or order of costs against any party when ruling that the arbitral tribunal lacks jurisdiction. This provision aims to promote the efficient resolution of jurisdictional challenges and deter parties from raising unfounded objections, thereby supporting the smooth conduct of arbitration proceedings.

(8) Where an award of costs is made by the arbitral tribunal under subsection (7), section 21 applies with the necessary modifications.

Section 10(8) of the Singapore International Arbitration Act 1994 specifies that if the arbitral tribunal makes an award of costs against any party under subsection (7), Section 21 of the Act applies to such award with necessary modifications. Key points to note from this section:

1. Award of costs: Section 10(7) empowers the arbitral tribunal, the General Division of the High Court, or the appellate court to make an award or order of costs against any party when ruling that the arbitral tribunal lacks jurisdiction.
2. Application of Section 21: Section 10(8) indicates that if the arbitral tribunal makes an award of costs under subsection (7), the provisions of Section 21 of the Singapore International Arbitration Act 1994 apply to such an award.
3. Section 21: Section 21 of the Act deals with the costs of the arbitration and provides a framework for determining and allocating the costs incurred during the arbitration proceedings. It covers aspects related to the taxation and recovery of costs.
4. Necessary modifications: The mention of “necessary modifications” implies that some adjustments may be made to Section 21 when applying it to the award of costs made under Section 10(7). These modifications could be to accommodate the specific context of jurisdictional rulings or other relevant factors.
5. Coherence in costs determination: By incorporating Section 21 with necessary modifications, Section 10(8) ensures that the process of determining and allocating costs in cases involving jurisdictional rulings remains consistent with the general provisions of the Act.

In summary, Section 10(8) of the Singapore International Arbitration Act 1994 stipulates that if the arbitral tribunal makes an award of costs against any party under Section 10(7) concerning jurisdictional rulings, Section 21 of the Act applies to such an award with necessary modifications. This ensures that the determination and allocation of costs in cases involving jurisdictional challenges follow a coherent framework in line with the general provisions of the Act.

- (9) Where an application is made pursuant to Article 16(3) of the Model Law or this section —**
- (a) such application does not operate as a stay of the arbitral proceedings or of enforcement of any award or order made in the arbitral proceedings unless the General Division of the High Court orders otherwise; and**
 - (b) no intermediate act or proceeding is invalidated except so far as the General Division of the High Court may direct.**

Section 10(9) of the Singapore International Arbitration Act 1994 sets out the effects of an application made pursuant to Article 16(3) of the UNCITRAL Model Law or Section 10 of the Act regarding the arbitral proceedings and any enforcement of an award. Key points to note from this section:

1. Application context: Section 10(9) applies when an application is made either under Article 16(3) of the UNCITRAL Model Law or under Section 10 of the Singapore International Arbitration Act. Such applications typically concern jurisdictional issues.
2. No automatic stay: The provision stipulates that the filing of such an application does not automatically operate as a stay of the ongoing arbitral proceedings. In other words, the arbitration can continue while the court considers the jurisdictional challenge, unless the General Division of the High Court specifically orders otherwise.

3. **Enforcement unaffected:** Similarly, the application does not stay the enforcement of any award or order issued in the arbitral proceedings, unless the court decides otherwise. This means that a party can continue efforts to enforce an award during the pendency of the jurisdictional challenge.
4. **General Division’s discretion:** The General Division of the High Court has discretion to decide whether to order a stay of the arbitral proceedings or enforcement of any award. This is determined based on the specific circumstances of each case.
5. **Preservation of intermediate acts:** The section ensures that no intermediate act or proceeding in the arbitral process is invalidated by the filing of the application. This means that actions taken during the arbitration up until the time of the application are preserved, and their validity is upheld unless the General Division of the High Court directs otherwise.

In summary, Section 10(9) of the Singapore International Arbitration Act 1994 clarifies the effects of an application made under Article 16(3) of the UNCITRAL Model Law or Section 10 of the Act. It emphasises that such an application does not automatically stay the arbitral proceedings or the enforcement of any award, unless the General Division of the High Court orders otherwise. Additionally, intermediate acts or proceedings during the arbitration are not invalidated, except as directed by the General Division of the High Court. The section aims to strike a balance between preserving the arbitration process and providing a mechanism for addressing jurisdictional challenges.

(10) Where there is an appeal from the decision of the General Division of the High Court pursuant to subsection (4) —

- (a) such appeal does not operate as a stay of the arbitral proceedings or of enforcement of any award or order made in the arbitral proceedings unless the General Division of the High Court or the appellate court orders otherwise; and**
- (b) no intermediate act or proceeding is invalidated except so far as the appellate court may direct.**

Section 10(10) of the Singapore International Arbitration Act 1994 addresses the effects of an appeal from the decision of the General Division of the High Court under subsection (4) of the Act. This subsection deals with the appeal process following a decision made under Section 10(7), which allows a party to apply to the court to decide the issue of the arbitral tribunal’s jurisdiction. Key points to note from this section:

1. **Appeal context:** Section 10(10) applies when there is an appeal from the decision of the General Division of the High Court under subsection (4) of the Act. The appeal process arises when a party is dissatisfied with the court’s ruling on the jurisdictional issue.
2. **No automatic stay:** The section specifies that the appeal from the court’s decision does not automatically stay the arbitral proceedings or the enforcement of any award or order issued in the arbitral proceedings. The arbitration can continue, and any enforcement efforts can proceed, unless either the General Division of the High Court or the appellate court orders otherwise.

3. Court's discretion: The provision grants discretion to the General Division of the High Court or the appellate court to decide whether to grant a stay of the arbitral proceedings or the enforcement of an award during the appeal process. This decision is made based on the specific circumstances of each case.
4. Preservation of intermediate acts: The section ensures that no intermediate act or proceeding in the arbitral process is invalidated by the filing of an appeal. Actions taken during the arbitration up until the time of the appeal are preserved, and their validity is upheld, unless the appellate court directs otherwise.
5. Court's authority over proceedings: While the appeal is ongoing, the appellate court has the authority to direct the course of the arbitral proceedings and address any issues that may arise during the process.

In summary, Section 10(10) of the Singapore International Arbitration Act 1994 outlines the effects of an appeal from the decision of the General Division of the High Court under subsection (4). The appeal does not automatically stay the arbitral proceedings or the enforcement of any award or order unless the court orders otherwise. The section also ensures the preservation of intermediate acts or proceedings in the arbitration unless the appellate court directs otherwise. The provision aims to provide clarity on the continuation of the arbitration process during the appeal and to empower the court to manage the proceedings effectively.

(11) In this section, “appellate court” means the court to which an appeal under Article 16(3) of the Model Law or this section is to be made under section 29C of the Supreme Court of Judicature Act 1969.

Section 10(11) of the Singapore International Arbitration Act 1994 provides a definition for the term “appellate court” as used in Section 10. It clarifies the meaning of “appellate court” in the context of appeals under Article 16(3) of the UNCITRAL Model Law or Section 10 of the Act. Key points to note from this section:

1. Definition of “appellate court”: Section 10(11) specifies that the term “appellate court” as used in Section 10 refers to a specific court, and its identity is determined by Section 29C of the Supreme Court of Judicature Act 1969.
2. Appeals under Article 16(3) of the Model Law: The reference to “Article 16(3) of the Model Law” in this section relates to the provisions of the UNCITRAL Model Law that pertain to the arbitral tribunal's jurisdiction, and specifically, the power of the court to rule on jurisdictional issues.
3. Appeals under Section 10: The section also mentions appeals under “this section”, which refers to appeals arising from the decisions made under Section 10 of the Singapore International Arbitration Act. Section 10 deals with challenges to the arbitral tribunal's jurisdiction and provides a mechanism for parties to seek court intervention to resolve jurisdictional disputes.
4. Section 29C of the Supreme Court of Judicature Act 1969: The section provides a reference to Section 29C of the Supreme Court of Judicature Act 1969, which likely specifies the procedures and relevant court for appeals arising from jurisdictional

decisions made under the Singapore International Arbitration Act. This ensures that parties have clarity regarding the appellate court's identity and the appeal process.

In summary, Section 10(11) of the Singapore International Arbitration Act 1994 provides a definition for the term "appellate court" used in Section 10. It clarifies that the appellate court refers to the court designated under Section 29C of the Supreme Court of Judicature Act 1969, which is the appropriate court for handling appeals related to jurisdictional issues arising from Article 16(3) of the UNCITRAL Model Law or Section 10 of the Act. The provision aims to ensure consistency and clarity in the appellate process for resolving jurisdictional challenges in international arbitration cases.

11. Public policy and arbitrability

(1) Any dispute which the parties have agreed to submit to arbitration under an arbitration agreement may be determined by arbitration unless it is contrary to public policy to do so.

Section 11(1) of the Singapore International Arbitration Act 1994 outlines a fundamental principle in international arbitration and provides the framework for the enforceability of arbitration agreements. Key points to note from this section:

1. **Scope of Arbitration:** Section 11(1) establishes the broad scope of arbitration by stating that any dispute that the parties have agreed to resolve through arbitration, as per the terms of their arbitration agreement, can be determined through the arbitral process.
2. **Principle of Party Autonomy:** The provision upholds the principle of party autonomy, which means that the parties have the freedom to decide how they want to resolve their disputes. By entering into an arbitration agreement, the parties agree to submit their disputes to arbitration rather than litigating in court.
3. **Enforceability of Arbitration Agreements:** Section 11(1) reinforces the enforceability of arbitration agreements and indicates that if the parties have agreed to arbitration, they are bound by that agreement unless there is a specific legal reason preventing its enforcement.
4. **Exception:** The section introduces the exception that arbitration may not be allowed if it is contrary to public policy to do so. This exception provides a safeguard to prevent the enforcement of arbitration agreements that would violate fundamental principles of public policy or involve disputes that should not be subject to arbitration for compelling legal or ethical reasons.
5. **Judicial Intervention:** If a party challenges the enforceability of an arbitration agreement, the court will assess the validity of the arbitration agreement and determine whether it falls within the scope of Section 11(1) or is contrary to public policy.

In summary, Section 11(1) of the Singapore International Arbitration Act 1994 affirms the principle of party autonomy in international arbitration and emphasises the enforceability of arbitration agreements. It allows parties to resolve their disputes through arbitration if they have agreed to do so. However, the section also recognises the need to preserve public policy considerations and prevent the enforcement of arbitration agreements that are contrary to public policy. This section ensures a balance between upholding party autonomy in dispute resolution and protecting core societal values.

- (2) The fact that any written law confers jurisdiction in respect of any matter on any court of law but does not refer to the determination of that matter by arbitration does not, of itself, indicate that a dispute about that matter is not capable of determination by arbitration.**

Section 11(2) of the Singapore International Arbitration Act 1994 addresses the relationship between arbitration and the jurisdiction conferred on courts by written laws. Key points to note from this section:

1. **Interplay between Arbitration and Court Jurisdiction:** Section 11(2) clarifies that the mere existence of a written law that grants jurisdiction to a court for a particular matter does not automatically preclude the resolution of a dispute about that matter through arbitration. In other words, the fact that a matter is subject to the jurisdiction of a court does not prevent parties from choosing arbitration as a method of dispute resolution for that matter.
2. **Arbitration's Complementarity:** The provision highlights the complementary nature of arbitration and court jurisdiction. While courts may have the authority to hear certain types of disputes as specified by written laws, parties can still agree to resolve those disputes through arbitration if they have an arbitration agreement.
3. **Freedom to Choose Arbitration:** Parties have the freedom to opt for arbitration as the means to resolve their disputes, even if the subject matter of the dispute is typically within the jurisdiction of a court under applicable written laws. The section emphasises the principle of party autonomy and reinforces the idea that parties can agree to submit any dispute to arbitration, regardless of the jurisdiction granted to courts by written laws.
4. **Interpretative Guidance:** The section provides interpretative guidance by clarifying that the absence of specific language referring to arbitration in a written law does not automatically prevent parties from resolving their disputes through arbitration. Parties should examine the arbitration agreement itself and consider the relevant provisions of the Singapore International Arbitration Act to determine the scope of arbitrability.

In summary, Section 11(2) of the Singapore International Arbitration Act 1994 reaffirms the principle of party autonomy and the freedom of parties to choose arbitration as a method of resolving their disputes. The section ensures that the existence of written laws conferring jurisdiction on courts does not, by itself, prevent parties from resorting to arbitration to settle disputes related to those matters. It underscores the coexistence of arbitration and court jurisdiction, allowing parties to make informed choices about their preferred dispute resolution method.

11A. Reference of interpleader issue to arbitration

Where in proceedings before any court relief by way of interpleader is granted and any issue between the claimants is one in respect of which there is an arbitration agreement between them,

the court granting the relief may direct the issue between the claimants to be determined in accordance with the agreement.

Section 11A of the Singapore International Arbitration Act 1994 addresses the situation where an issue arises between multiple claimants in interpleader proceedings before a court, and there is an arbitration agreement between those claimants. Key points to note from this section:

1. **Interpleader Proceedings:** Interpleader is a legal process where a person or entity holding property that is the subject of a dispute between two or more parties seeks the court's assistance in determining the rightful owner or beneficiary of that property. In interpleader proceedings, the party holding the property (the stakeholder) asks the court to determine the proper distribution of the property among the competing claimants.
2. **Multiple Claimants with an Arbitration Agreement:** The section applies when there are multiple claimants in interpleader proceedings, and an issue arises between these claimants that is covered by an arbitration agreement between them. This means that the dispute over the property is subject to an arbitration agreement, which the claimants had previously entered into, agreeing to resolve certain disputes through arbitration rather than in court.
3. **Court's Discretion:** Section 11A grants the court that is hearing the interpleader proceedings the discretion to decide how to address the issue between the competing claimants if there is an arbitration agreement. The court has the authority to direct that the dispute be resolved in accordance with the terms of the arbitration agreement.
4. **Referral to Arbitration:** If the court chooses to exercise its discretion under Section 11A, it can refer the issue between the claimants to arbitration. This means that the court will not make a determination on the issue itself but will allow the claimants to resolve the dispute through arbitration, as per their prior agreement.
5. **Balancing Court and Arbitration:** The provision ensures a balance between court intervention and the parties' prior agreement to resolve their disputes through arbitration. By directing the issue to arbitration, the court respects the parties' choice to use arbitration as a method of dispute resolution.

In summary, Section 11A of the Singapore International Arbitration Act 1994 allows a court, in interpleader proceedings, to refer a dispute between competing claimants to arbitration if there is an arbitration agreement between the claimants covering that specific issue. This provision reinforces party autonomy in dispute resolution and provides a mechanism to uphold arbitration agreements even when disputes are brought before a court in interpleader proceedings. The court has the discretion to respect the parties' agreement and direct the issue to be determined through arbitration.

12. Powers of arbitral tribunal

(1) Without prejudice to the powers set out in any other provision of this Act and in the Model Law, an arbitral tribunal has powers to make orders or give directions to any party for —

- (a) security for costs;**
- (b) discovery of documents and discovery of facts;**
- (c) giving of evidence by affidavit;**
- (d) the preservation, interim custody or sale of any property which is or forms part of the subject matter of the dispute;**
- (e) 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;**
- (f) the preservation and interim custody of any evidence for the purposes of the proceedings;**
- (g) securing the amount in dispute;**
- (h) ensuring that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;**
- (i) an interim injunction or any other interim measure; and**
- (j) enforcing any obligation of confidentiality —**
 - (i) that the parties to an arbitration agreement have agreed to in writing, whether in the arbitration agreement or in any other document;**
 - (ii) under any written law or rule of law; or**
 - (iii) under the rules of arbitration (including the rules of arbitration of an institution or organisation) agreed to or adopted by the parties.**

Section 12(1) of the Singapore International Arbitration Act 1994 outlines the powers of an arbitral tribunal to issue orders and give directions to the parties during the course of arbitral proceedings. Key points to note from this section:

1. **Broad Powers:** Section 12(1) grants the arbitral tribunal extensive powers to issue orders and give directions to the parties involved in the arbitration proceedings. These powers are not exhaustive, as they are subject to any other provisions in the Singapore International Arbitration Act 1994 and the Model Law that may provide additional powers.
2. **Protective Measures:** The section enables the arbitral tribunal to take various protective measures to ensure the fair and effective conduct of the arbitral proceedings. These measures include security for costs, preservation of evidence, interim custody of

property, and securing the amount in dispute to safeguard against the dissipation of assets by a party.

3. **Discovery and Evidence:** The arbitral tribunal has the authority to order discovery of documents and facts, as well as the giving of evidence by affidavit, which are typical tools used to gather evidence in legal proceedings.
4. **Interim Measures:** The arbitral tribunal can grant interim measures, such as interim injunctions, to address urgent matters and preserve the status quo until the final award is rendered.
5. **Enforcing Confidentiality Obligations:** The section empowers the arbitral tribunal to enforce obligations of confidentiality agreed upon by the parties in writing, whether in the arbitration agreement or in any other document, or as provided by written law, rule of law, or the agreed rules of arbitration.

In summary, Section 12(1) of the Singapore International Arbitration Act 1994 confers broad powers upon the arbitral tribunal to make orders and give directions to the parties during the course of the arbitral proceedings. These powers are designed to facilitate the effective conduct of the arbitration, ensure fairness, protect the interests of the parties, and enforce confidentiality obligations. The section demonstrates the significant autonomy and authority given to arbitral tribunals in resolving disputes through arbitration.

(2) Unless the parties to an arbitration agreement have (whether in the arbitration agreement or in any other document in writing) agreed to the contrary, an arbitral tribunal has power to administer oaths to or take affirmations of the parties and witnesses.

Section 12(2) of the Singapore International Arbitration Act 1994 deals with the power of an arbitral tribunal to administer oaths or affirmations to the parties and witnesses involved in the arbitration proceedings. Key points to note from this section:

1. **Administrative Power:** Section 12(2) grants the arbitral tribunal the power to administer oaths or take affirmations from the parties and witnesses during the course of the arbitration proceedings. This power is given to the tribunal to ensure the truthfulness and accuracy of the statements made by the parties and witnesses.
2. **Subject to Agreement:** The section states that this power of the arbitral tribunal is subject to any contrary agreement between the parties to the arbitration agreement. If the parties have agreed in writing that the tribunal does not have the power to administer oaths or take affirmations, then this provision will not apply.
3. **Presumption of Oath-Taking:** In the absence of any explicit agreement to the contrary, it is presumed that the arbitral tribunal has the power to administer oaths or take affirmations. This means that unless the parties have specifically excluded this power in writing, the tribunal can proceed with administering oaths or affirmations as needed during the proceedings.
4. **Importance of Truth and Honesty:** The power to administer oaths or affirmations reinforces the importance of truthfulness and honesty in the arbitration process. It allows

the tribunal to ensure that the parties and witnesses give their statements under the solemnity of an oath or affirmation, similar to how they would do in a court proceeding.

In summary, Section 12(2) of the Singapore International Arbitration Act 1994 empowers the arbitral tribunal to administer oaths to or take affirmations of the parties and witnesses involved in the arbitration proceedings. This power is presumed to exist unless the parties have explicitly agreed in writing to the contrary. The provision reinforces the importance of truthfulness and honesty in the arbitration process and provides the tribunal with a mechanism to verify the accuracy of the statements made by the parties and witnesses.

(3) Unless the parties to an arbitration agreement have (whether in the arbitration agreement or in any other document in writing) agreed to the contrary, an arbitral tribunal has power to adopt, if the arbitral tribunal thinks fit, inquisitorial processes.

Section 12(3) of the Singapore International Arbitration Act 1994 addresses the power of an arbitral tribunal to adopt inquisitorial processes during the arbitration proceedings. Key points to note from this section:

1. **Inquisitorial Processes:** Inquisitorial processes refer to a method of conducting proceedings where the tribunal actively investigates and gathers evidence on its own initiative. In contrast to adversarial processes, where the parties present their evidence and arguments, the tribunal takes on a more proactive role in inquisitorial proceedings.
2. **Discretionary Power:** Section 12(3) grants the arbitral tribunal discretionary power to decide whether to adopt inquisitorial processes during the arbitration. The tribunal may choose to adopt this approach if it believes it would be more effective or appropriate in a particular case.
3. **Subject to Agreement:** However, the power of the tribunal to adopt inquisitorial processes is subject to the agreement of the parties. If the parties have explicitly agreed in writing that inquisitorial processes should not be used, the tribunal must respect this agreement.
4. **Flexibility of Arbitration:** The section reflects the flexibility and autonomy that arbitration provides to the parties and the arbitral tribunal. By allowing the tribunal to adopt inquisitorial processes if deemed fit, it ensures that arbitration remains a dynamic and adaptable method of dispute resolution.
5. **Balancing Interests:** The use of inquisitorial processes can be beneficial in certain complex cases, where the tribunal needs to gather evidence independently to reach a fair and just decision. However, it is essential to strike a balance and not impose inquisitorial processes if the parties have explicitly chosen an adversarial approach to arbitration.

In summary, Section 12(3) of the Singapore International Arbitration Act 1994 grants the arbitral tribunal discretionary power to adopt inquisitorial processes during the arbitration proceedings. The tribunal can decide to use this approach if it deems it appropriate for the particular case, but only if the parties have not agreed otherwise in writing. This provision emphasises the flexibility and adaptability of arbitration as a dispute resolution mechanism and allows the tribunal to take an active role in investigating and gathering evidence if necessary.

- (4) The power of the arbitral tribunal to order a claimant to provide security for costs as mentioned in subsection (1)(a) must not be exercised by reason only that the claimant is —**
- (a) an individual ordinarily resident outside Singapore; or**
 - (b) 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.**

Section 12(4) of the Singapore International Arbitration Act 1994 addresses the power of the arbitral tribunal to order a claimant to provide security for costs and sets limitations on the exercise of this power. Key points to note from this section:

1. **Security for Costs:** Subsection (1)(a) of Section 12 grants the arbitral tribunal the power to order a claimant to provide security for costs. This means that the tribunal can require the claimant to deposit a sum of money or furnish a guarantee to cover the respondent's potential costs if the claim is unsuccessful.
2. **Limitation on Exercise:** Section 12(4) places a limitation on the exercise of the power to order security for costs. The tribunal is prohibited from exercising this power solely based on the fact that the claimant falls into one of the following categories:
 - a. An individual ordinarily resident outside Singapore.
 - b. 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.
3. **Protection Against Discrimination:** The purpose of this provision is to prevent discrimination against claimants based solely on their residence or corporate status. It ensures that the tribunal cannot require security for costs from foreign claimants merely because they are not based in Singapore.
4. **Discretion of the Tribunal:** While Section 12(4) restricts the use of security for costs based on residency or corporate location, the arbitral tribunal still retains its discretion to order security for costs for other legitimate reasons if deemed necessary to protect the respondent's interests and avoid potential abuse of the arbitral process.

In summary, Section 12(4) of the Singapore International Arbitration Act 1994 limits the power of the arbitral tribunal to order a claimant to provide security for costs solely based on the claimant's residency status or the location of its incorporation or central management. The provision aims to prevent discrimination against foreign claimants and ensures that security for costs is ordered based on valid and fair reasons to protect the respondent's interests in the arbitration proceedings. The tribunal still maintains its discretion to order security for costs for other legitimate reasons, as allowed by Subsection (1)(a) of Section 12.

- (5) **Without prejudice to the application of Article 28 of the Model Law, an arbitral tribunal, in deciding the dispute that is the subject of the arbitral proceedings —**
- (a) **may award any remedy or relief that could have been ordered by the General Division of the High Court if the dispute had been the subject of civil proceedings in the General Division of the High Court;**
 - (b) **may award simple or compound interest on the whole or any part of any sum in accordance with section 20(1).**

Section 12(5) of the Singapore International Arbitration Act 1994 outlines the powers of an arbitral tribunal in deciding the dispute that is the subject of the arbitral proceedings. Key points to note from this section:

1. **Wide Remedial Powers:** Section 12(5)(a) empowers the arbitral tribunal to award any remedy or relief that the General Division of the High Court could have ordered if the same dispute had been subject to civil proceedings in the High Court. This grants the arbitral tribunal considerable flexibility in providing appropriate remedies to the parties involved in the arbitration.
2. **Consistency with the Model Law:** The section clarifies that the powers granted to the arbitral tribunal are in addition to any powers conferred by Article 28 of the Model Law. Article 28 of the Model Law allows the parties to agree on the arbitral procedure, giving them autonomy to shape the arbitration process.
3. **Awarding Interest:** Section 12(5)(b) gives the arbitral tribunal the authority to award simple or compound interest on the whole or any part of any sum involved in the dispute. The tribunal can apply this power in accordance with Section 20(1) of the Act, which deals with interest on awards.
4. **Parity with Court Proceedings:** The section aims to promote consistency between arbitral proceedings and civil proceedings before the High Court, ensuring that the arbitral tribunal has adequate authority to provide remedies similar to what a court could grant.
5. **Limitations:** While Section 12(5) grants the arbitral tribunal broad powers, it is still bound by the agreement of the parties and the applicable law. The tribunal must also adhere to the rules of natural justice and due process in rendering its decisions.

In summary, Section 12(5) of the Singapore International Arbitration Act 1994 gives the arbitral tribunal significant authority to award remedies and relief that the General Division of the High Court could have granted in civil proceedings involving the same dispute. This provision ensures that the arbitral tribunal has the necessary powers to deliver effective and equitable solutions to the parties. Additionally, the section allows the tribunal to award simple or compound interest in line with Section 20(1) of the Act. However, the tribunal's authority remains subject to the parties' agreement, the applicable law, and the principles of natural justice.

- (6) **All orders or directions made or given by an arbitral tribunal in the course of an arbitration are, by permission of the General Division of the High Court, enforceable in the same manner**

as if they were orders made by a court and, where permission is so given, judgment may be entered in terms of the order or direction.

Section 12(6) of the Singapore International Arbitration Act 1994 addresses the enforceability of orders or directions made by an arbitral tribunal during the course of an arbitration. Key points to note from this section:

1. **Enforceability of Orders:** Section 12(6) confirms that any orders or directions issued by an arbitral tribunal during the arbitration proceedings are capable of being enforced. This means that the tribunal's decisions have the force of law and are legally binding on the parties.
2. **Judicial Permission:** To enforce the orders or directions made by the arbitral tribunal, permission from the General Division of the High Court is required. This means that if a party seeks to enforce the tribunal's decision, they must apply to the High Court for permission to do so.
3. **Treatment as Court Orders:** Once the General Division of the High Court grants permission, the orders or directions of the arbitral tribunal are treated as if they were orders issued directly by the court. This ensures that the enforceable decisions of the arbitral tribunal are treated with the same level of authority and respect as decisions made by the court.
4. **Entering Judgment:** If permission is granted by the court, the party seeking enforcement can enter judgment in terms of the order or direction. This allows the successful party to take legal steps to execute the tribunal's decision and enforce the awarded remedies against the other party.
5. **Limitations:** Although Section 12(6) grants enforceability to the tribunal's orders and directions, it is important to note that enforcement is still subject to the provisions of the Arbitration Act, the Model Law, and the applicable rules of the arbitration. Additionally, the arbitral tribunal must have acted within the scope of its authority and in accordance with the principles of natural justice for its decisions to be enforceable.

In summary, Section 12(6) of the Singapore International Arbitration Act 1994 provides that orders or directions made by an arbitral tribunal during the arbitration proceedings are enforceable with the permission of the General Division of the High Court. Once permission is granted, these decisions are treated as if they were orders issued by the court, and judgment may be entered accordingly. However, enforcement is subject to the applicable legal framework and the arbitral tribunal's compliance with its authority and the principles of natural justice.

12A. Court-ordered interim measures

(1) This section is to apply in relation to an arbitration —

- (a) to which this Part applies; and**
- (b) irrespective of whether the place of arbitration is in the territory of Singapore.**

Section 12A(1) of the Singapore International Arbitration Act 1994 sets out the scope of the application of this section. Key points to note from this section:

1. **Applicability:** Section 12A(1) specifies that the provisions of this section are applicable to arbitrations that meet two conditions:
 - a. The arbitration falls under the scope of “this Part”, which refers to the International Arbitration Act 1994 (Part IIA, International Commercial Arbitration); and
 - b. The place of arbitration may be located either within or outside the territory of Singapore.
2. **Applicable Regardless of Place of Arbitration:** The section clarifies that the provisions of Section 12A(1) are not dependent on the physical location of the arbitration. It means that this section applies to international commercial arbitrations regardless of whether they are conducted within Singapore’s territory or in a foreign jurisdiction.
3. **International Character:** The inclusion of arbitrations with a place of arbitration outside Singapore reaffirms that the Act’s provisions, particularly those related to international commercial arbitration, are designed to handle disputes with international elements.
4. **Fostering International Arbitration:** By applying the provisions of Section 12A(1) to arbitrations conducted outside Singapore’s territory, the Act aims to promote and support international arbitration as a reliable and preferred method for resolving cross-border commercial disputes.

In summary, Section 12A(1) of the Singapore International Arbitration Act 1994 provides that the provisions of this section are applicable to international commercial arbitrations falling under “this Part”, regardless of whether the place of arbitration is within or outside the territory of Singapore. This provision underscores Singapore’s commitment to supporting and facilitating international arbitration and reinforcing its status as an arbitration-friendly jurisdiction for resolving global commercial disputes.

(2) Subject to subsections (3) to (6), for the purpose of and in relation to an arbitration referred to in subsection (1), the General Division of the High Court has the same power of making an order in respect of any of the matters set out in section 12(1)(c) to (j) as it has for the purpose of and in relation to an action or a matter in the court.

Section 12A(2) of the Singapore International Arbitration Act 1994 establishes the powers of the General Division of the High Court concerning certain matters related to arbitrations falling under Section 12A(1). Key points to note from this section:

1. **Scope of Application:** Section 12A(2) applies specifically to arbitrations falling under Section 12A(1), which includes international commercial arbitrations regardless of whether the place of arbitration is within or outside Singapore’s territory.
2. **Powers of the High Court:** The section confers powers upon the General Division of the High Court concerning specific matters. These matters are those listed in Section 12(1)(c) to (j) of the Act. Section 12(1)(c) to (j) identifies various powers and orders that an arbitral tribunal has under the Act.
3. **Concurrent Powers:** The General Division of the High Court is granted the same powers to make orders in the listed matters as it possesses for actions or matters within the court. This means that, when dealing with certain issues related to arbitrations, the court’s powers are concurrent with the arbitral tribunal’s powers.
4. **Exceptions:** The powers conferred by Section 12A(2) are subject to subsections (3) to (6). These subsections may provide exceptions or additional conditions for the application of the court’s powers in specific situations related to international commercial arbitrations.

In summary, Section 12A(2) of the Singapore International Arbitration Act 1994 grants the General Division of the High Court the same powers to make orders concerning matters listed in Section 12(1)(c) to (j) as it has for actions or matters within the court. These powers are applicable to international commercial arbitrations falling under Section 12A(1), regardless of whether the place of arbitration is within or outside Singapore’s territory. However, certain exceptions or additional conditions may apply, as specified in subsections (3) to (6) of the Act.

(3) The General Division of the High Court may refuse to make an order under subsection (2) if, in the opinion of the General Division of the High Court, the fact that the place of arbitration is outside Singapore or likely to be outside Singapore when it is designated or determined makes it inappropriate to make the order.

Section 12A(3) of the Singapore International Arbitration Act 1994 addresses the circumstances under which the General Division of the High Court may refuse to make an order under subsection (2) concerning certain matters in relation to international commercial arbitrations. Key points to note from this section:

1. **Discretion of the General Division of the High Court:** Section 12A(3) vests the General Division of the High Court with discretionary powers to refuse to make an order under subsection (2). The court can exercise its judgment in determining whether to grant the order based on the specific circumstances of the case.
2. **Focus on the Place of Arbitration:** The court’s discretion to refuse the order centres on the fact that the place of arbitration is either outside Singapore or likely to be outside Singapore when it is designated or determined. This factor plays a significant role in the court’s assessment of appropriateness.
3. **Determining Appropriateness:** The court must consider whether making the order is appropriate in light of the given circumstances, taking into account the location of the arbitration proceedings. The appropriateness may be influenced by practical

considerations, the enforceability of the order, and the potential impact on the arbitration process.

4. Contextual Decision: The court's decision to refuse an order is context-specific and dependent on the particular facts and details of each case. It allows the court to exercise flexibility in recognising that certain orders may not be suitable or enforceable when the arbitration is conducted in a jurisdiction outside Singapore.

In summary, Section 12A(3) of the Singapore International Arbitration Act 1994 grants the General Division of the High Court the discretion to refuse to make an order under subsection (2) concerning certain matters in relation to international commercial arbitrations. The court may consider the appropriateness of the order based on the fact that the place of arbitration is outside Singapore or likely to be outside Singapore when it is designated or determined. The court's decision is context-specific and tailored to the specific circumstances of each case.

(4) If the case is one of urgency, the General Division of the High Court may, on the application of a party or proposed party to the arbitral proceedings, make such orders under subsection (2) as the General Division of the High Court thinks necessary for the purpose of preserving evidence or assets.

Section 12A(4) of the Singapore International Arbitration Act 1994 addresses the situation when a case is one of urgency in the context of international commercial arbitrations. Key points to note from this section:

1. Urgency of the Case: Section 12A(4) focuses on cases where there is a sense of urgency. Urgency typically arises when there is a need for prompt action to preserve evidence or assets, and the arbitral proceedings may be delayed or compromised without immediate intervention.
2. General Division of the High Court's Authority: This section grants the General Division of the High Court the authority to act in situations of urgency. The court is empowered to make orders under subsection (2) in response to the application of a party or a proposed party to the arbitral proceedings.
3. Orders for Preservation: The purpose of the orders that the court may make is to preserve evidence or assets. These orders may include those mentioned in section 12(1)(c) to (j) of the Act, which relate to various matters such as discovery of documents, interim injunctions, securing the amount in dispute, ensuring the enforceability of an award, and enforcing obligations of confidentiality.
4. Discretion of the General Division of the High Court: The court's decision to make orders is based on its own judgment of what it deems necessary in the given circumstances of urgency. It has the discretion to assess the situation and determine the appropriate measures required to preserve evidence or assets effectively.
5. Timely Relief: The provision ensures that parties involved in urgent arbitral proceedings have a means to seek timely relief from the General Division of the High Court. This enables the court to act promptly and efficiently in preserving evidence and assets to safeguard the integrity of the arbitral process.

In summary, Section 12A(4) of the Singapore International Arbitration Act 1994 empowers the General Division of the High Court to make orders under subsection (2) in cases of urgency related to international commercial arbitrations. These orders are meant to preserve evidence or assets and ensure the efficiency and integrity of the arbitral proceedings. The court exercises its discretion in determining the appropriate measures necessary to address the urgency effectively.

(5) If the case is not one of urgency, the General Division of the High Court is to make an order under subsection (2) only on the application of a party to the arbitral proceedings (upon notice to the other parties and to the arbitral tribunal) made with the permission of the arbitral tribunal or the agreement in writing of the other parties.

Section 12A(5) of the Singapore International Arbitration Act 1994 deals with situations when the case is not one of urgency and outlines the requirements for making an order under subsection (2) for the preservation of evidence or assets. Key points to note from this section:

1. **Cases Not of Urgency:** This provision applies to cases that are not deemed urgent, where there is no immediate need for preservation of evidence or assets.
2. **General Division of the High Court's Authority:** In cases that are not urgent, the General Division of the High Court can make orders under subsection (2) for the preservation of evidence or assets.
3. **Application by a Party:** To trigger the court's intervention, a party to the arbitral proceedings must make an application. The application must be made to the General Division of the High Court, and it should be supported by the necessary documentation and evidence.
4. **Notice to Other Parties and the Arbitral Tribunal:** When making the application to the court, the applying party must provide notice to both the other parties involved in the arbitral proceedings and the arbitral tribunal. This ensures that all relevant parties are aware of the application and have an opportunity to respond or present their views.
5. **Permission of the Arbitral Tribunal:** The application for the court order must be made with the permission of the arbitral tribunal. This means that before applying to the court, the party seeking the order must first obtain approval from the arbitral tribunal.
6. **Agreement of Other Parties:** Alternatively, the party seeking the court order can secure the agreement in writing from all other parties involved in the arbitration. If all parties agree to seek the court's order, there is no need for prior permission from the arbitral tribunal.

In summary, Section 12A(5) of the Singapore International Arbitration Act 1994 provides the procedural requirements for making an order under subsection (2) for preservation of evidence or assets in cases that are not of urgency. The party seeking the order must make an application to the General Division of the High Court, providing notice to other parties and the arbitral tribunal. The application should be made with the permission of the arbitral tribunal or with the agreement in writing of all other parties involved in the arbitration.

- (6) In every case, the General Division of the High Court is to make an order under subsection (2) only if or to the extent that the arbitral tribunal, and any arbitral or other institution or person vested by the parties with power in that regard, has no power or is unable for the time being to act effectively.**

Section 12A(6) of the Singapore International Arbitration Act 1994 sets out an important condition that must be met before the General Division of the High Court can make an order under subsection (2) for the preservation of evidence or assets. Key points to note from this section:

1. **Priority of Arbitral Tribunal:** The provision emphasises the principle of prioritising the arbitral tribunal's authority and efficacy. The General Division of the High Court should intervene under subsection (2) only when the arbitral tribunal cannot effectively perform its role or lacks the necessary authority to make the order.
2. **Exhaustion of Arbitral Tribunal's Powers:** Before seeking an order from the court, the parties must ensure that they have exhausted the powers and remedies available to them through the arbitral tribunal. The court's intervention is a measure of last resort when the tribunal's powers are either absent or ineffective in addressing the preservation of evidence or assets.
3. **Institutional Powers:** The section also includes any arbitral or other institution or person vested with power by the parties. This implies that if the parties have agreed to vest certain powers in an institution or person other than the arbitral tribunal to handle such matters, the court will respect that agreement and intervene only when that institution or person cannot act effectively.
4. **Court Intervention:** In cases where the arbitral tribunal or the authorised institution/person lacks power or is unable to act effectively, the General Division of the High Court can exercise its powers under subsection (2) to make the necessary order for the preservation of evidence or assets.

In summary, Section 12A(6) of the Singapore International Arbitration Act 1994 emphasises that the General Division of the High Court should step in to make an order under subsection (2) for the preservation of evidence or assets only if the arbitral tribunal or any other authorised institution/person lacks the necessary powers or is unable to act effectively in that regard. The court's intervention is meant to be a last resort after all other available avenues have been exhausted.

- (7) An order made by the General Division of the High Court under subsection (2) ceases to have effect in whole or in part (as the case may be) if the arbitral tribunal, or any such arbitral or other institution or person having power to act in relation to the subject matter of the order, makes an order which expressly relates to the whole or part of the order under subsection (2).**

Section 12A(7) of the Singapore International Arbitration Act 1994 addresses the interaction between the orders made by the General Division of the High Court under subsection (2) and subsequent orders made by the arbitral tribunal or other authorised institutions or persons. Key points to note from this section:

1. **Priority of Arbitral Tribunal's Orders:** The provision gives priority to the orders made by the arbitral tribunal or any authorised institution/person over the orders made by the

General Division of the High Court under subsection (2). If the arbitral tribunal or any other entity with relevant authority issues an order that expressly relates to the subject matter of the court's order, the latter order ceases to have effect either wholly or partially (depending on the scope of the tribunal's order).

2. **Superseding Effect:** The subsequent order made by the arbitral tribunal or authorised institution/person has a superseding effect over the order made by the General Division of the High Court. This implies that the parties should first seek resolution through the arbitral process, and if the arbitral tribunal or authorised entity addresses the matter through their order, the court's order becomes ineffective to the extent it is covered by the tribunal's order.
3. **Harmonisation of Orders:** The section aims to harmonise the orders issued by the General Division of the High Court and the arbitral tribunal or other relevant bodies. It ensures that there is no conflicting or redundant decision-making, and the orders are aligned to provide consistent guidance for the parties involved.

In summary, Section 12A(7) of the Singapore International Arbitration Act 1994 establishes that the orders made by the General Division of the High Court under subsection (2) will lose their effect (in whole or in part) if the arbitral tribunal or any other authorised entity subsequently makes an order that expressly relates to the same subject matter as covered by the court's order. This provision ensures that the arbitral process takes precedence, and the court's orders are only effective in the absence of corresponding orders from the arbitral tribunal or other authorised entities.

13. Order to attend and order to produce documents

(1) Any party to an arbitration agreement may request for the issue of an order to attend or an order to produce documents.

Section 13(1) of the Singapore International Arbitration Act 1994 deals with the power of any party to an arbitration agreement to request for the issuance of an order to attend or an order to produce documents. Key points to note from this section:

1. **Scope of Application:** The section applies to any party that is a signatory to an arbitration agreement. It grants the right to any such party to request the issuance of specific orders.
2. **Types of Orders:** The section mentions two types of orders that a party can request: (a) an order to attend, and (b) an order to produce documents.
3. **Order to Attend:** An order to attend typically requires a person to appear before the arbitral tribunal or any designated hearing to give evidence. This can include both parties to the arbitration or any witnesses relevant to the dispute.
4. **Order to Produce Documents:** An order to produce documents mandates a party to provide relevant documents or evidence to the arbitral tribunal or the other party. This can include any documents that are pertinent to the dispute or requested during the course of the arbitration.

5. Purpose: The primary purpose of allowing parties to request these orders is to facilitate the arbitration process and enable the presentation of evidence, ensuring a fair and transparent resolution of the dispute.
6. Procedural Flexibility: This provision grants flexibility to parties to seek the necessary evidence or cooperation from other parties involved in the arbitration. It provides a mechanism for obtaining relevant information to support their claims or defences during the proceedings.

In summary, Section 13(1) of the Singapore International Arbitration Act 1994 empowers any party to an arbitration agreement to request the issuance of an order to attend or an order to produce documents. This provision is designed to facilitate the arbitration process and allows parties to obtain relevant evidence and cooperation from other parties involved in the arbitration to support their case effectively.

(2) If a witness is in Singapore, the General Division of the High Court may order that —

- (a) an order to attend be issued to compel the witness to attend before an arbitral tribunal and give evidence; or**
- (b) an order to produce documents be issued to compel the witness to attend before an arbitral tribunal and produce specified documents.**

Section 13(2) of the Singapore International Arbitration Act 1994 deals with the power of the General Division of the High Court to issue orders compelling witnesses to attend an arbitral tribunal or produce specified documents. Key points to note from this section:

1. Jurisdiction: The provision applies specifically when a witness is present in Singapore. It grants jurisdiction to the General Division of the High Court to issue certain orders in such situations.
2. Compelling Witness to Attend: Under subsection (a), the General Division of the High Court may order the issuance of an “order to attend”. This order compels the witness to appear before the arbitral tribunal and give evidence as required. The witness must comply with the order and testify at the arbitration hearing.
3. Compelling Witness to Produce Documents: Under subsection (b), the General Division of the High Court may order the issuance of an “order to produce documents”. This order requires the witness to attend before the arbitral tribunal and produce specific documents as requested.
4. Procedural Assistance: This provision grants the arbitral tribunal the power to seek assistance from the General Division of the High Court in compelling the attendance of witnesses or the production of documents in situations where the witness is located in Singapore.
5. Scope of Assistance: The orders issued by the General Division of the High Court are to facilitate the arbitration process and ensure that relevant witnesses are available to provide testimony or relevant documents are produced as evidence.

In summary, Section 13(2) of the Singapore International Arbitration Act 1994 grants the General Division of the High Court the authority to issue orders to compel witnesses located in Singapore to attend before an arbitral tribunal and provide testimony or produce specified documents. This provision provides procedural assistance to the arbitral tribunal in obtaining necessary evidence from witnesses present in Singapore, ensuring a fair and effective conduct of the arbitration proceedings.

(3) The General Division of the High Court may also issue an order under section 38 of the Prisons Act 1933 to bring up a prisoner for examination before an arbitral tribunal.

Section 13(3) of the Singapore International Arbitration Act 1994 grants the General Division of the High Court the authority to issue an order under Section 38 of the Prisons Act 1933 to bring up a prisoner for examination before an arbitral tribunal. Key points to note from this section:

1. Examination of Prisoners: This provision deals specifically with the examination of prisoners who are in the custody of the state, such as individuals serving prison sentences.
2. Order under Section 38 of the Prisons Act 1933: The General Division of the High Court is granted the power to issue an order under Section 38 of the Prisons Act 1933. Section 38 of the Prisons Act 1933 allows the court to order the production of prisoners for various purposes, including legal proceedings and investigations.
3. Bringing Prisoners for Examination: The purpose of the order issued under Section 38 is to bring the prisoner before an arbitral tribunal for examination. This implies that the prisoner may be summoned to give evidence or provide information relevant to the arbitral proceedings.
4. Assistance in Obtaining Evidence: This provision provides an additional avenue for obtaining evidence from prisoners who may possess relevant information or testimony that is essential to the arbitration.
5. Ensuring Compliance: By using the powers under the Prisons Act 1933, the General Division of the High Court can ensure that prisoners are made available to the arbitral tribunal for examination, thus enabling a comprehensive and effective gathering of evidence.

In summary, Section 13(3) of the Singapore International Arbitration Act 1994 empowers the General Division of the High Court to issue an order under Section 38 of the Prisons Act 1933 to bring up a prisoner for examination before an arbitral tribunal. This provision ensures that prisoners can be made available for testimony or to provide relevant information in arbitral proceedings when needed. It further supports the arbitral tribunal in obtaining necessary evidence to resolve the dispute effectively.

- (4) A person must not be compelled under an order mentioned in subsection (1) or (2)(a) or (b) to produce any document which the person could not be compelled to produce on the trial of an action.

Section 13(4) of the Singapore International Arbitration Act 1994 sets a limitation on the power to compel the production of documents in the context of arbitral proceedings. Key points to note from this section:

1. **Limitation on Compelling Production of Documents:** This provision specifies a restriction on the power of the arbitral tribunal or the General Division of the High Court to compel a person to produce certain documents during arbitral proceedings.
2. **Parallel to Trial of an Action:** The restriction is framed in relation to what could be compelled during the trial of a regular civil action before a court of law. It means that the documents that cannot be compelled in an arbitration are also those that would be protected from compulsory disclosure in a court trial.
3. **Protection of Privileged Documents:** The restriction primarily aims to protect documents that enjoy legal privileges or are protected by rules of evidence from being compelled during arbitral proceedings. For instance, documents that are protected by attorney-client privilege or documents covered by other forms of legal privilege would be exempt from compulsory production.
4. **Preserving Legal Rights:** This provision helps preserve the legal rights and protections that parties to the arbitration would have if the dispute were subject to adjudication in a court trial. It ensures that parties are not disadvantaged by the arbitral process when it comes to the disclosure of sensitive or protected documents.

In summary, Section 13(4) of the Singapore International Arbitration Act 1994 prevents a person from being compelled under an order to produce any document during arbitral proceedings if they would not be compelled to produce the same document during a regular court trial. The provision protects privileged documents and ensures that parties in arbitration retain similar rights and protections as they would in a court setting.

14. [Repealed by Act 12 of 2012]

15. Law of arbitration other than Model Law

(1) If the parties to an arbitration agreement (whether made before or after 1 November 2001) have expressly agreed either —

- (a) that the Model Law or this Part is not to apply to the arbitration; or**
- (b) that the Arbitration Act 2001 or the repealed Arbitration Act (Cap. 10, 1985 Revised Edition) is to apply to the arbitration,**

then, both the Model Law and this Part do not apply to that arbitration but the Arbitration Act 2001 or the repealed Arbitration Act (Cap. 10, 1985 Revised Edition) (if applicable) applies to that arbitration.

Section 15(1) of the Singapore International Arbitration Act 1994 deals with the applicability of various arbitration laws based on the express agreement of the parties. Key points to note from this section:

1. **Applicability Based on Express Agreement:** This provision makes it clear that the applicability of different arbitration laws depends on the express agreement of the parties. It applies to arbitration agreements made both before and after 1 November 2001.
2. **Exclusion of the Model Law and Part II of the Act:** If the parties have expressly agreed that the Model Law or Part II of the Singapore International Arbitration Act (which incorporates the Model Law) is not to apply to the arbitration, then those provisions are excluded, and the arbitration will not be governed by the Model Law or Part II.
3. **Applicability of Arbitration Act 2001:** If the parties have expressly agreed that the Arbitration Act 2001 (or the repealed Arbitration Act, Cap. 10, 1985 Revised Edition) is to apply to the arbitration, then that Act applies to the arbitration. This means that the specific arbitration law chosen by the parties will govern the proceedings.
4. **Legal Certainty and Party Autonomy:** This provision is designed to provide legal certainty and respect party autonomy in the arbitration process. Parties are given the freedom to choose the applicable arbitration law through express agreement, and their choice is given legal effect.

In summary, Section 15(1) of the Singapore International Arbitration Act 1994 establishes that the applicability of different arbitration laws, including the Model Law and Part II of the Act, depends on the express agreement of the parties. If the parties agree that certain laws do not apply, they are excluded, and the arbitration will be governed by the chosen law or the applicable default law (Arbitration Act 2001 or the repealed Arbitration Act, Cap. 10, 1985 Revised Edition). This provision ensures that the parties' agreement takes precedence in determining the governing law for the arbitration.

- (2) To avoid doubt, a provision in an arbitration agreement referring to or adopting any rules of arbitration is not of itself sufficient to exclude the application of the Model Law or this Part to the arbitration concerned.**

Section 15(2) of the Singapore International Arbitration Act 1994 addresses a specific aspect related to the exclusion of the Model Law or Part II of the Act from the arbitration proceedings. Key points to note from this section:

1. **Clarification on Exclusion:** Section 15(2) clarifies that merely including a provision in an arbitration agreement that refers to or adopts any rules of arbitration is not, by itself, sufficient to exclude the application of the Model Law or Part II of the Singapore International Arbitration Act 1994 to the arbitration.
2. **Substantive Agreement Required:** This provision emphasises that, in order to exclude the Model Law or Part II of the Act, the parties must expressly agree to do so. Simply incorporating rules of arbitration into the agreement is not enough to automatically exclude the application of the Model Law or Part II.
3. **Importance of Express Agreement:** The section reinforces the principle of party autonomy and underscores that parties must have an explicit and express agreement to exclude the Model Law or Part II from their arbitration proceedings. The mere adoption of arbitration rules that are based on different laws or guidelines does not automatically alter the application of the governing law.

In summary, Section 15(2) of the Singapore International Arbitration Act 1994 clarifies that including a provision in an arbitration agreement that refers to or adopts rules of arbitration from a different source is not sufficient to exclude the application of the Model Law or Part II of the Act. To exclude these provisions from the arbitration proceedings, the parties must expressly and explicitly agree to do so in their agreement. This provision reaffirms the significance of party autonomy and the need for a clear and specific intention by the parties to deviate from the default rules provided in the Act.

15A. Application of rules of arbitration

- (1) To avoid doubt, it is declared that a provision of rules of arbitration agreed to or adopted by the parties, whether before or after the commencement of the arbitration, applies and is given effect to the extent that the provision is not inconsistent with a provision of the Model Law or this Part from which the parties cannot derogate.**

Section 15A(1) of the Singapore International Arbitration Act 1994 addresses the relationship between the provisions of rules of arbitration agreed to or adopted by the parties and the provisions of the Model Law or Part II of the Act. Key points to note from this section:

1. **Priority of Model Law and Part II:** Section 15A(1) clarifies that the Model Law and Part II of the Singapore International Arbitration Act 1994 take precedence over any rules of arbitration agreed to or adopted by the parties. If there is any inconsistency between the rules of arbitration and a provision of the Model Law or Part II from which the parties cannot derogate, the latter will prevail.

2. **Applicability of Agreed Rules:** Notwithstanding the priority of the Model Law and Part II, the section confirms that provisions of the rules of arbitration agreed to or adopted by the parties will still apply and be given effect to the extent that they are not inconsistent with the mandatory provisions of the Model Law or Part II.
3. **Retention of Party Autonomy:** This provision recognises the principle of party autonomy in arbitration. Parties are free to agree on certain procedural rules or adopt institutional rules to govern their arbitration. As long as these rules are not inconsistent with the mandatory provisions of the Model Law or Part II, they will be given effect.
4. **Clarification of Relationship:** Section 15A(1) clarifies the relationship between the parties' chosen rules of arbitration and the mandatory provisions of the Model Law or Part II. It ensures that the agreed-upon rules can coexist with the statutory framework without undermining the enforceability of important provisions in the Model Law or Part II.

In summary, Section 15A(1) of the Singapore International Arbitration Act 1994 clarifies that provisions of rules of arbitration agreed to or adopted by the parties will apply and be given effect to the extent that they are not inconsistent with the mandatory provisions of the Model Law or Part II. This provision emphasises the priority of the Model Law and Part II while maintaining the importance of party autonomy in arbitration. It helps to harmonise the parties' chosen rules with the mandatory provisions of the Act, providing clarity and certainty in the application of the law.

(2) Without prejudice to subsection (1), subsections (3) to (6) apply for the purposes of determining whether a provision of rules of arbitration is inconsistent with the Model Law or this Part.

Section 15A(2) of the Singapore International Arbitration Act 1994 provides a specific mechanism for determining whether a provision of rules of arbitration is inconsistent with the Model Law or Part II of the Act. Key points to note from this subsection:

1. **Determining Inconsistency:** Section 15A(2) lays down a procedural framework to determine whether a provision of rules of arbitration is inconsistent with the Model Law or Part II. Inconsistency refers to situations where the agreed rules conflict with the mandatory provisions of the Model Law or Part II.
2. **Subsections (3) to (6):** Subsections (3) to (6) are the specific provisions that lay out the criteria for determining inconsistency between the rules of arbitration and the Model Law or Part II. These subsections likely provide guidance on the factors to consider when making such determinations.
3. **Subsection (1) Reminder:** The section also clarifies that the applicability and priority of the Model Law and Part II (as stated in subsection (1)) are not affected by the introduction of subsections (3) to (6). Subsection (2) serves as a reminder that the hierarchy of legal norms remains intact.
4. **Unfortunately, without access to the specific content of subsections (3) to (6) in the Singapore International Arbitration Act 1994, it is not possible to provide a detailed analysis of the criteria and factors used to determine inconsistency between the rules of arbitration and the Model Law or Part II.**

In summary, Section 15A(2) of the Singapore International Arbitration Act 1994 sets the procedural context for determining whether a provision of rules of arbitration is inconsistent with the Model Law or Part II. Subsections (3) to (6), which are not detailed in this text, likely provide the specific criteria and factors to be considered in making such determinations. The section reinforces the importance of adhering to the mandatory provisions of the Model Law and Part II while recognising the relevance of parties' chosen rules of arbitration to the extent they do not conflict with the statutory framework.

(3) A provision of rules of arbitration is not inconsistent with the Model Law or this Part merely because it provides for a matter on which the Model Law and this Part is silent.

Section 15A(3) of the Singapore International Arbitration Act 1994 provides a specific rule regarding the consistency of provisions in the rules of arbitration with the Model Law or Part II of the Act. Key points to note from this subsection:

1. **Non-Inconsistency:** Section 15A(3) establishes that a provision in the rules of arbitration will not be considered inconsistent with the Model Law or Part II solely because it addresses a matter on which the Model Law or Part II is silent.
2. **Scope of Silence:** The provision recognises that there may be situations where the Model Law or Part II does not explicitly address certain procedural or practical matters that could be dealt with in the rules of arbitration. In such cases, if the rules of arbitration provide for those matters, they will not be deemed inconsistent with the statutory framework.
3. **Permissible Supplementation:** The subsection allows rules of arbitration to supplement the Model Law or Part II by filling in gaps where necessary. This allows parties to have more comprehensive and detailed procedural rules to govern their arbitration proceedings.

In summary, Section 15A(3) of the Singapore International Arbitration Act 1994 ensures that provisions in the rules of arbitration are not automatically deemed inconsistent with the Model Law or Part II merely because they address matters that are not expressly covered by the statutory framework. This provision allows for the rules of arbitration to complement and supplement the Model Law or Part II by addressing issues that the statutory framework does not explicitly cover.

(4) Rules of arbitration are not inconsistent with the Model Law or this Part merely because the rules are silent on a matter covered by any provision of the Model Law or this Part.

Section 15A(4) of the Singapore International Arbitration Act 1994 addresses the consistency of rules of arbitration with the Model Law or Part II of the Act. Key points to note from this subsection:

1. **Non-Inconsistency:** Section 15A(4) clarifies that rules of arbitration will not be considered inconsistent with the Model Law or Part II solely because they are silent on a matter that is already covered by any provision of the Model Law or Part II.
2. **Scope of Silence:** The provision recognises that there may be instances where the rules of arbitration do not address a particular matter that is already addressed in the Model Law

or Part II. In such cases, the rules of arbitration will not be deemed inconsistent with the statutory framework solely because they are silent on those matters.

3. **Permissible Omission:** This subsection allows rules of arbitration to be less comprehensive than the Model Law or Part II in certain aspects. The rules can omit provisions already covered by the statutory framework without being considered inconsistent.

In summary, Section 15A(4) of the Singapore International Arbitration Act 1994 ensures that rules of arbitration will not be automatically deemed inconsistent with the Model Law or Part II merely because they are silent on a matter already covered by the statutory framework. This provision allows for flexibility in the rules of arbitration and permits them to be less detailed on certain matters that are adequately addressed in the Model Law or Part II.

(5) A provision of rules of arbitration is not inconsistent with the Model Law or this Part merely because it provides for a matter which is covered by a provision of the Model Law or this Part which allows the parties to make their own arrangements by agreement but which applies in the absence of such agreement.

Section 15A(5) of the Singapore International Arbitration Act 1994 further clarifies the consistency of rules of arbitration with the Model Law or Part II. Key points to note from this subsection:

1. **Addressing Matters Covered by Agreements:** Section 15A(5) states that a provision in the rules of arbitration that addresses a matter already covered by a provision of the Model Law or Part II, which allows the parties to make their arrangements by agreement, will not be considered inconsistent with the Model Law or Part II.
2. **Application in Absence of Agreement:** The provision in question, which allows parties to make their arrangements by agreement, applies only when the parties have not made their own arrangements concerning the specific matter. In the absence of an agreement between the parties, the provision becomes relevant and governs the matter.
3. **Non-Contradiction:** This subsection clarifies that a provision in the rules of arbitration can restate or complement a matter already covered by the Model Law or Part II, even if the specific provision in the Model Law or Part II allows parties to agree differently. The rules can incorporate the default provision from the Model Law or Part II for cases where the parties have not agreed otherwise.

In summary, Section 15A(5) of the Singapore International Arbitration Act 1994 ensures that rules of arbitration are not inconsistent with the Model Law or Part II merely because they restate or address matters that are already covered by provisions in the Model Law or Part II, which allow parties to make their own arrangements by agreement. As long as the rules of arbitration are consistent with the default provisions in the Model Law or Part II that apply in the absence of agreement, they will not be deemed inconsistent with the statutory framework.

- (6) The parties may make the arrangements referred to in subsection (5) by agreeing to the application or adoption of rules of arbitration or by providing any other means by which a matter may be decided.**

Section 15A(6) of the Singapore International Arbitration Act 1994 complements the previous subsections and provides additional clarity on how parties can make arrangements concerning matters covered by the Model Law or Part II. Key points to note from this subsection:

1. **Flexibility in Making Arrangements:** Section 15A(6) emphasises the flexibility available to parties in making arrangements concerning matters covered by the Model Law or Part II. The parties are not restricted to adopting specific rules of arbitration, but they can agree to the application or adoption of such rules or any other means by which a particular matter may be decided.
2. **Agreement on Rules or Alternative Methods:** To give effect to their arrangements, the parties have two options: (a) They can explicitly agree to apply or adopt certain rules of arbitration that address the matters covered by the Model Law or Part II, or (b) They can agree on alternative methods or mechanisms to address those matters.
3. **Expanding Scope of Decision-Making:** The phrase “or by providing any other means by which a matter may be decided” indicates that the parties can establish alternative mechanisms or procedures for resolving issues even if the rules of arbitration they adopt do not expressly address those matters. This provides parties with significant autonomy in shaping the arbitration process.

In summary, Section 15A(6) of the Singapore International Arbitration Act 1994 underscores the parties’ flexibility and autonomy in making arrangements concerning matters covered by the Model Law or Part II. Parties can choose to adopt specific rules of arbitration or create alternative methods for deciding specific issues. The provision encourages parties to design an arbitration process that best suits their needs and preferences while ensuring that such arrangements remain consistent with the default provisions of the Model Law or Part II in the absence of an agreement.

- (7) In this section and section 15, “rules of arbitration” means the rules of arbitration agreed to or adopted by the parties including the rules of arbitration of an institution or organisation.**

Section 15A(7) of the Singapore International Arbitration Act 1994 provides a definition of the term “rules of arbitration” as used in Section 15A and Section 15 of the Act. Key points to note from this subsection:

1. **Definition of “Rules of Arbitration”:** The term “rules of arbitration” refers to any set of rules or procedural guidelines that the parties have agreed to or adopted to govern their arbitration proceedings. These rules encompass the procedures, processes, and standards that the parties intend to follow during the arbitration process.
2. **Scope of “Rules of Arbitration”:** The definition clarifies that the term “rules of arbitration” includes not only rules explicitly agreed upon by the parties but also those adopted from established institutions or organisations. Thus, it covers both self-drafted rules and rules provided by arbitration institutions or organisations.

3. **Emphasis on Party Agreement:** The definition underscores the importance of party agreement in selecting the rules of arbitration. To have binding effect, the parties must agree to these rules explicitly, either by incorporating them into their arbitration agreement or by subsequently adopting them through mutual consent.

In summary, Section 15A(7) of the Singapore International Arbitration Act 1994 provides a comprehensive definition of “rules of arbitration” to encompass all procedural guidelines that parties have either agreed to or adopted for their arbitration proceedings. The provision emphasises the significance of party agreement in determining the rules governing the arbitration process, allowing parties to customise the procedure according to their preferences and requirements.

16. Appointment of conciliator

- (1) **Where an agreement provides for the appointment of a conciliator by a person who is not one of the parties and that person refuses to make the appointment or does not make it within the time specified in the agreement or, if no time is so specified, within a reasonable time of being requested by any party to the agreement to make the appointment, the president of the Court of Arbitration of the Singapore International Arbitration Centre may, on the application of any party to the agreement, appoint a conciliator who is to have the like powers to act in the conciliation proceedings as if he or she had been appointed in accordance with the terms of the agreement.**

Section 16(1) of the Singapore International Arbitration Act 1994 deals with the appointment of a conciliator in the event that an agreement provides for the appointment of a conciliator by a person who is not one of the parties, but that person refuses to make the appointment or fails to do so within the specified time or a reasonable time as requested by any party. Key points to note from this subsection:

1. **Conciliator Appointment:** The section deals with situations where an agreement between the parties provides for the appointment of a conciliator by a person who is not one of the parties to the agreement.
2. **Failure to Appoint:** If the person designated to appoint the conciliator refuses to do so or fails to make the appointment within the specified time or within a reasonable time after being requested by any party to the agreement, the provisions of the agreement regarding the appointment remain unfulfilled.
3. **Authority of the President of the Court:** In such cases, any party to the agreement has the option to seek redress by applying to the president of the Court of Arbitration of the Singapore International Arbitration Centre.
4. **Appointment by the President:** Upon receiving the application, the president of the Court of Arbitration may appoint a conciliator to the case. The appointed conciliator is then granted the same powers to act in the conciliation proceedings as if they had been appointed in accordance with the terms of the original agreement.

In summary, Section 16(1) of the Singapore International Arbitration Act 1994 ensures that if an agreement provides for the appointment of a conciliator by a third party who fails to do so, the

president of the Court of Arbitration can intervene and appoint a conciliator. This provision facilitates the resolution of disputes through conciliation, even if the original appointment process faced challenges.

(2) The Chief Justice may, if he or she thinks fit, by notification in the Gazette, appoint any other person to exercise the powers of the president of the Court of Arbitration of the Singapore International Arbitration Centre under subsection (1).

Section 16(2) of the Singapore International Arbitration Act 1994 gives the Chief Justice the authority to appoint another person to exercise the powers of the president of the Court of Arbitration of the Singapore International Arbitration Centre under subsection (1). Key points to note from this subsection:

1. **Delegation of Powers:** The president of the Court of Arbitration of the Singapore International Arbitration Centre is granted certain powers under subsection (1) to appoint a conciliator in cases where the designated person fails to do so. However, under subsection (2), the Chief Justice has the discretion to delegate these powers to another person if deemed appropriate.
2. **Chief Justice's Authority:** The Chief Justice, as the head of the judiciary in Singapore, holds significant authority concerning judicial and arbitration matters. This provision allows the Chief Justice to decide whether the powers vested in the president of the Court of Arbitration should be assigned to someone else for the purpose of appointing conciliators in specific cases.
3. **Appointment by Gazette Notification:** If the Chief Justice decides to delegate these powers to another person, the appointment will be made by a notification published in the Gazette. The Gazette is an official government publication where legal and administrative notices, including appointments and regulations, are published for the public.

In summary, Section 16(2) of the Singapore International Arbitration Act 1994 provides the Chief Justice with the discretion to appoint any other person to exercise the powers of the president of the Court of Arbitration of the Singapore International Arbitration Centre under subsection (1). This delegation allows for effective and efficient administration of conciliation proceedings in cases where the president may not be able to act personally or where additional expertise or resources are required.

(3) Where an arbitration agreement provides for the appointment of a conciliator and further provides that the person so appointed is to act as an arbitrator in the event of the conciliation proceedings failing to produce a settlement acceptable to the parties —

- (a) **no objection is to be taken to the appointment of that person as an arbitrator, or to that person's conduct of the arbitral proceedings, solely on the ground that that person had**

acted previously as a conciliator in connection with some or all of the matters referred to arbitration; and

- (b) if that person declines to act as an arbitrator, any other person appointed as an arbitrator is not required first to act as a conciliator unless a contrary intention appears in the arbitration agreement.

Section 16(3) of the Singapore International Arbitration Act 1994 addresses the situation where an arbitration agreement provides for the appointment of a conciliator and further states that the appointed conciliator will act as an arbitrator if the conciliation proceedings fail to produce a settlement acceptable to the parties. Key points to note from this subsection:

1. **Dual Role of the Conciliator and Arbitrator:** The subsection deals with a scenario where the same person is appointed as a conciliator initially, with the understanding that if the conciliation efforts do not result in an acceptable settlement, the same person will continue as an arbitrator to decide the dispute.
2. **Continuity of the Process:** The provision aims to promote efficiency and continuity in the dispute resolution process. By allowing the same person to transition from conciliation to arbitration, there is continuity in understanding the issues and familiarity with the parties' positions.
3. **No Objection to Dual Role:** Subsection (a) clarifies that no objection can be raised solely based on the ground that the same person previously acted as a conciliator. This means that a person who has served as a conciliator in connection with the dispute can later be appointed as an arbitrator without any objection related to their previous role.
4. **No Obligation for Successor Arbitrator to Act as Conciliator:** Subsection (b) states that if the appointed person declines to act as an arbitrator after conciliation efforts have failed, the subsequent person appointed as an arbitrator is not required to first act as a conciliator. This means the subsequent arbitrator can proceed directly with the arbitration without any obligation to go through the conciliation process again.

In summary, Section 16(3) of the Singapore International Arbitration Act 1994 facilitates a smooth transition from conciliation to arbitration in cases where the same person is appointed to perform both roles. It ensures that continuity is maintained in the dispute resolution process, and no objections can be raised against the appointment of a person as an arbitrator solely based on their prior role as a conciliator. Additionally, if the appointed person declines to act as an arbitrator, the successor arbitrator is not required to act as a conciliator unless expressly agreed otherwise in the arbitration agreement.

- (4) **Unless a contrary intention appears therein, an agreement which provides for the appointment of a conciliator is deemed to contain a provision that in the event of the conciliation proceedings failing to produce a settlement acceptable to the parties within 4 months, or any longer period that the parties may agree to, of the date of the appointment of the conciliator or, where the conciliator is appointed by name in the agreement, of the date**

of receipt by the conciliator of written notification of the existence of a dispute, the conciliation proceedings are to thereupon terminate.

Section 16(4) of the Singapore International Arbitration Act 1994 deals with the termination of conciliation proceedings in the absence of a settlement within a specified period. Key points to note from this subsection:

1. **Automatic Termination:** Section 16(4) establishes an automatic termination mechanism for conciliation proceedings if no settlement acceptable to the parties is reached within a specified period.
2. **Time Limit:** The subsection sets a default time limit of 4 months from the date of appointment of the conciliator or from the date of written notification of the existence of a dispute (if the conciliator is appointed by name in the agreement). This means that if the parties have not reached a settlement within this period, the conciliation proceedings will terminate.
3. **Extension by Agreement:** The subsection allows the parties to agree on a longer period than the default 4 months if they wish to provide more time for the conciliation process. If the parties agree to an extended period, the conciliation proceedings will terminate only after the agreed-upon time has elapsed without a settlement.
4. **Contrary Intention:** The subsection provides for a “contrary intention” exception. This means that if the agreement specifically includes a different provision regarding the termination of conciliation proceedings, that provision will prevail over the default provision in Section 16(4). In other words, if the parties have expressly agreed on a different termination mechanism in the agreement, that agreement will supersede the default provision.

In summary, Section 16(4) of the Singapore International Arbitration Act 1994 establishes a default rule for the termination of conciliation proceedings in the absence of a settlement within a specified period. The subsection provides a fixed time limit of 4 months for the conciliation process to produce a settlement, but this period can be extended by agreement between the parties. Additionally, the default provision can be overridden if the agreement contains a contrary intention on how conciliation proceedings should terminate.

(5) For the purposes of this section and section 17 —

- (a) any reference to “conciliator” includes a reference to any person who acts as a mediator;**
- (b) any reference to “conciliation proceedings” includes a reference to mediation proceedings.**

Section 16(5) of the Singapore International Arbitration Act 1994 provides definitions and clarifications concerning the terminology used in Sections 16 and 17 of the Act, which relate to conciliation and mediation. Key points to note from this subsection:

1. **Inclusive Terminology:** The subsection broadens the scope of the terms “conciliator” and “conciliation proceedings” to include related concepts in mediation. It highlights that any reference to “conciliator” also encompasses “any person who acts as a mediator”, and any reference to “conciliation proceedings” also includes “mediation proceedings”.
2. **Relationship Between Conciliation and Mediation:** Conciliation and mediation are closely related processes for dispute resolution, but they can have subtle differences based on jurisdictions and practices. This subsection emphasises that the concepts and provisions relating to conciliation in Sections 16 and 17 also apply to mediation and mediators.
3. **Interchangeable Terminology:** The use of inclusive language in this subsection shows that, in the context of the Act, the terms “conciliator” and “mediator” can be used interchangeably. Similarly, “conciliation proceedings” and “mediation proceedings” are considered equivalent and subject to the same provisions.

In summary, Section 16(5) of the Singapore International Arbitration Act 1994 ensures that the terms “conciliator” and “conciliation proceedings” are broadly interpreted to encompass mediation and mediators as well. It affirms the inclusive nature of the terminology used in the Act and clarifies that the provisions regarding conciliation also apply to mediation, thus reflecting the close relationship between these alternative dispute resolution methods.

17. Power of arbitrator to act as conciliator

(1) If all parties to any arbitral proceedings consent in writing and for so long as no party has withdrawn the party’s written consent, an arbitrator or umpire may act as a conciliator.

Section 17(1) of the Singapore International Arbitration Act 1994 pertains to the role of an arbitrator or umpire in acting as a conciliator in arbitral proceedings. Key points to note from this subsection:

1. **Consent of Parties:** For an arbitrator or umpire to act as a conciliator, the consent of all parties involved in the arbitral proceedings is required. This consent must be provided in writing. In other words, all parties must agree to the arbitrator or umpire taking on the additional role of a conciliator.
2. **Continuation of Consent:** The consent remains valid for as long as no party has withdrawn their written consent. As long as all parties maintain their agreement, the arbitrator or umpire may continue to act as a conciliator in addition to their primary role.
3. **Dual Role:** This subsection allows the same individual (arbitrator or umpire) to play a dual role in the arbitral proceedings. Not only can they render decisions as an arbitrator or umpire, but with the consent of all parties, they can also facilitate conciliation efforts.
4. **Conciliator’s Role:** The role of a conciliator is to assist parties in reaching a mutually acceptable settlement of their dispute through the process of conciliation, which is a form of alternative dispute resolution.

In summary, Section 17(1) of the Singapore International Arbitration Act 1994 permits an arbitrator or umpire to take on the additional role of a conciliator in arbitral proceedings if all parties consent in writing. This provision allows for greater flexibility in resolving disputes, as it allows the same individual

to serve as both an arbitrator or umpire and a conciliator, subject to the unanimous agreement of the parties involved.

(2) An arbitrator or umpire acting as conciliator —

- (a) may communicate with the parties to the arbitral proceedings collectively or separately; and**
- (b) must treat information obtained by him or her from a party to the arbitral proceedings as confidential, unless that party otherwise agrees or unless subsection (3) applies.**

Section 17(2) of the Singapore International Arbitration Act 1994 addresses the role and conduct of an arbitrator or umpire when acting as a conciliator. Key points to note from this subsection:

1. **Communication with Parties:** An arbitrator or umpire who is acting as a conciliator has the authority to communicate with the parties involved in the arbitral proceedings. The communication can be done either collectively, addressing all parties together, or separately, addressing each party individually.
2. **Confidentiality of Information:** The arbitrator or umpire acting as a conciliator must treat any information obtained from a party during the conciliation process as confidential. This confidentiality obligation remains in effect unless one of two conditions is met:
 - a. **Consent of the Party:** The party providing the information may agree to allow the conciliator to share the information with others.
 - b. **Subsection (3) Applies:** If the conditions specified in subsection (3) of the same section apply, the conciliator may be allowed or required to disclose certain information.
3. **Subsection (3):** Subsection (3) of this section likely deals with specific circumstances where confidentiality may be waived or overridden, but without the full context, it is not possible to provide a detailed analysis. The full subsection is needed to understand the complete scope and conditions under which confidentiality may not apply.

In summary, Section 17(2) of the Singapore International Arbitration Act 1994 outlines the powers and duties of an arbitrator or umpire acting as a conciliator. The conciliator may communicate with the parties separately or collectively and is bound by confidentiality regarding the information obtained from the parties, subject to the exceptions outlined in subsection (2)(b).

(3) Where confidential information is obtained by an arbitrator or umpire from a party to the arbitral proceedings during conciliation proceedings and those proceedings terminate without the parties reaching agreement in settlement of their dispute, the arbitrator or umpire must before resuming the arbitral proceedings disclose to all other parties to the arbitral

proceedings as much of that information as he or she considers material to the arbitral proceedings.

Section 17(3) of the Singapore International Arbitration Act 1994 pertains to the disclosure of confidential information obtained by an arbitrator or umpire acting as a conciliator during conciliation proceedings. Key points to note from this subsection:

1. **Confidential Information:** This provision addresses confidential information that the arbitrator or umpire obtains from a party during the course of conciliation proceedings. It is presumed that this information is considered confidential and not otherwise disclosed to the other parties.
2. **Termination of Conciliation Proceedings:** The requirement to disclose confidential information comes into effect if the conciliation proceedings conclude without the parties reaching a settlement agreement for their dispute. In other words, if the conciliation process ends without a resolution, the provision regarding disclosure is triggered.
3. **Mandatory Disclosure:** When the conciliation proceedings conclude without a settlement, the arbitrator or umpire must disclose to all other parties any confidential information considered material to the subsequent arbitral proceedings. This disclosure is necessary before resuming the arbitration process.
4. **Arbitration Proceedings:** The provision specifically refers to “arbitral proceedings”, which means that it relates to the subsequent formal arbitration phase of the dispute resolution process. The arbitrator or umpire may have obtained valuable information during the conciliation process, and they must decide what information is essential to share with the other parties during the arbitration proceedings.

The purpose of this provision is to ensure transparency and fairness in the arbitration process. If the conciliation attempts are unsuccessful, disclosing relevant information can help maintain an equitable and informed arbitration process. By revealing material information, all parties are better equipped to present their cases effectively during the formal arbitration proceedings, promoting a fair and just resolution.

(4) No objection is to be taken to the conduct of arbitral proceedings by a person solely on the ground that that person had acted previously as a conciliator in accordance with this section.

Section 17(4) of the Singapore International Arbitration Act 1994 addresses the conduct of arbitral proceedings by a person who had previously acted as a conciliator. Key points to note from this subsection:

1. **No Objection Allowed:** This provision makes it clear that a party to arbitral proceedings cannot raise an objection based solely on the fact that the person conducting the arbitral proceedings had previously acted as a conciliator in the same dispute.
2. **Role Flexibility:** The section acknowledges that an individual can transition from being a conciliator to an arbitrator without any inherent conflict or bias. It allows for flexibility in the roles of dispute resolution professionals, recognising that the same person may serve in different capacities in different stages of the resolution process.

3. **Promoting Efficiency:** By allowing the same individual to handle both conciliation and arbitration stages, the provision seeks to promote efficiency in the dispute resolution process. The person already familiar with the parties and the issues involved can continue to contribute to the proceedings without disruption.
4. **Consistency and Continuity:** Having the same person transition from conciliation to arbitration can ensure continuity in the dispute resolution process. The individual may have gained valuable insights during the conciliation phase, which can be relevant to the arbitration phase, ensuring a smooth progression of the proceedings.

Overall, Section 17(4) aims to facilitate an effective and seamless dispute resolution process by allowing a person who has previously acted as a conciliator to continue as an arbitrator without objections solely based on that prior role. This provision helps maintain continuity and can contribute to the efficient resolution of disputes through arbitration.

18. Award by consent

If the parties to an arbitration agreement reach agreement in settlement of their dispute and the arbitral tribunal has recorded the terms of settlement in the form of an arbitral award on agreed terms in accordance with Article 30 of the Model Law, the award —

- (a) **is to be treated as an award on an arbitration agreement; and**
- (b) **may, by permission of the General Division of the High Court, be enforced in the same manner as a judgment or an order to the same effect, and where permission is so given, judgment may be entered in terms of the award.**

Section 18 of the Singapore International Arbitration Act 1994 deals with the scenario where parties to an arbitration agreement reach a settlement and the arbitral tribunal records the terms of that settlement in the form of an arbitral award. Key points to note from this section:

1. **Settlement Agreement:** This section pertains to situations where the parties to an arbitration agreement have resolved their dispute through a settlement agreement.
2. **Arbitral Award on Agreed Terms:** When the arbitral tribunal records the terms of the settlement in the form of an arbitral award in accordance with Article 30 of the Model Law, that award is considered an award on an arbitration agreement.
3. **Enforceable as Judgment:** The section provides that such an arbitral award on agreed terms may be enforced in the same manner as a judgment or an order with the permission of the General Division of the High Court. This means that the award, once permitted, can be executed as if it were a court judgment or order.
4. **Permission for Enforcement:** Before the arbitral award on agreed terms can be enforced like a judgment or order, permission must be granted by the General Division of the High Court. This adds a layer of judicial oversight to the enforcement process.

5. **Entry of Judgment:** Once permission is granted for enforcement, judgment can be entered in terms of the arbitral award. This means that the award becomes enforceable as a court judgment, and the prevailing party can take steps to recover what is due under the award.
6. **Efficiency and Finality:** This provision encourages the enforcement of settlements reached through arbitration by making the arbitral award on agreed terms enforceable in a manner similar to court judgments. It promotes the finality and efficiency of dispute resolution.

Overall, Section 18 of the Singapore International Arbitration Act 1994 ensures that settlements reached through arbitration can be formalised and enforced in a manner akin to court judgments, providing parties with a reliable mechanism for realising the benefits of their negotiated agreements and enhancing the effectiveness of arbitration as a dispute resolution process.

19. Enforcement of awards

An award on an arbitration agreement may, by permission of the General Division of the High Court, be enforced in the same manner as a judgment or an order to the same effect and, where permission is so given, judgment may be entered in terms of the award.

Section 19 of the Singapore International Arbitration Act 1994 deals with the enforcement of an award made based on an arbitration agreement. Key points to note from this section:

1. **Enforcement of Arbitral Awards:** This section pertains to the enforcement of awards made through arbitration agreements. An arbitration agreement is a contractual arrangement between parties to resolve disputes through arbitration.
2. **Permission for Enforcement:** Before an award on an arbitration agreement can be enforced like a judgment or order, permission must be granted by the General Division of the High Court. This requirement ensures that there is judicial oversight before an award can be executed.
3. **Enforced as a Judgment:** Once permission is granted for enforcement, the award can be enforced in the same manner as a judgment or an order. This means that the prevailing party can take legal steps to recover what is due under the award, similar to the enforcement of a court judgment.
4. **Entry of Judgment:** With the permission for enforcement, judgment can be entered in terms of the award. This step formalises the award as a court judgment, enhancing the enforceability of the award.
5. **Enhanced Effectiveness:** This provision enhances the enforceability of arbitral awards by allowing them to be treated similarly to court judgments or orders. It provides a practical mechanism for parties to realise the benefits of arbitration decisions.
6. **Judicial Oversight:** The requirement for permission from the General Division of the High Court adds a layer of supervision to the enforcement process, ensuring that the award is valid and compliant with relevant laws.

In essence, Section 19 of the Singapore International Arbitration Act 1994 ensures that awards based on arbitration agreements can be enforced with the same effectiveness as court judgments or orders. This provision contributes to the attractiveness of arbitration as a dispute resolution method, as it provides a clear path for parties to realise the outcomes of their arbitration proceedings.

19A. Awards made on different issues

(1) Unless otherwise agreed by the parties, the arbitral tribunal may make more than one award at different points in time during the arbitral proceedings on different aspects of the matters to be determined.

Section 19A(1) of the Singapore International Arbitration Act 1994 addresses the authority of an arbitral tribunal to issue multiple awards at different stages of the arbitration proceedings. Key points to understand from this section:

1. **Multiple Awards:** This provision recognises that an arbitral tribunal has the discretion to issue multiple awards during the course of the arbitration proceedings. These awards can address different aspects or issues related to the matters being determined.
2. **Flexibility in Decision-making:** The provision offers flexibility to the arbitral tribunal by allowing them to render decisions on specific issues or aspects of the dispute as they arise, rather than waiting to address all matters in a single final award.
3. **Matters to Be Determined:** The awards made at different points in time can pertain to different aspects or elements of the dispute that need resolution. These aspects could include liability, damages, specific remedies, or other related issues.
4. **Parties' Agreement:** The section stipulates that this authority of the arbitral tribunal to issue multiple awards is subject to the parties' agreement. If the parties have agreed otherwise, the tribunal's discretion to make multiple awards might be restricted.
5. **Efficiency and Timeliness:** Allowing the tribunal to issue multiple awards can enhance the efficiency and timeliness of the arbitration process. It enables parties to receive resolution on specific issues more quickly, which can be especially useful in complex disputes with various facets.
6. **Control Over Process:** This provision gives the arbitral tribunal control over the arbitration process. They can determine the most suitable points in time to address specific aspects of the dispute, taking into account the circumstances of the case.
7. **Alignment with Arbitration Practice:** The provision aligns with modern arbitration practice, recognising that in complex cases, addressing different issues separately can lead to more focused and clear decisions.

In summary, Section 19A(1) of the Singapore International Arbitration Act 1994 empowers arbitral tribunals to issue multiple awards at different stages of arbitration proceedings, provided that the parties have not agreed otherwise. This provision enhances the flexibility, efficiency, and adaptability of the arbitration process, allowing tribunals to address various aspects of a dispute in a manner that is most conducive to a fair and effective resolution.

(2) The arbitral tribunal may, in particular, make an award relating to —

- (a) an issue affecting the whole claim; or**
- (b) a part only of the claim, counterclaim or cross-claim, which is submitted to it for decision.**

Section 19A(2) of the Singapore International Arbitration Act 1994 elaborates on the specific types of awards that an arbitral tribunal is authorised to make in relation to different aspects of a claim. Key points to understand from this section:

1. **Scope of Authority:** This provision grants the arbitral tribunal the authority to issue distinct awards that address specific aspects of the dispute before them. The awards can relate to either the entire claim or only a part of the claim, counterclaim, or cross-claim.
2. **Whole Claim or Part of Claim:** The tribunal has the discretion to issue an award that addresses the entirety of the claim. This means that if an issue or aspect impacts the entire claim, the tribunal can render a focused award to resolve that issue.
3. **Partial Awards:** The section also allows the tribunal to issue partial awards that address specific parts of the claim, counterclaim, or cross-claim. This is particularly useful when different issues are intertwined, and the tribunal wants to provide resolution on one part while the other parts are still under consideration.
4. **Submitted Issues:** The tribunal’s authority to make awards under this provision is contingent upon the issues being “submitted to it for decision”. This means that the parties need to have presented the particular issue for the tribunal’s consideration.
5. **Efficient Resolution:** Allowing the tribunal to issue awards on specific issues or parts of claims enhances the efficiency of the arbitration process. It enables the tribunal to focus on and resolve discrete issues, which can help expedite the overall proceedings.
6. **Adaptation to Complex Cases:** In complex disputes with multiple facets, the tribunal can provide clarity by addressing discrete issues one by one. This can lead to better decision-making and a more organised resolution process.
7. **Flexibility:** This provision provides the arbitral tribunal with flexibility to tailor its awards to the specific needs of the case. It aligns with the principle of party autonomy in arbitration.

In summary, Section 19A(2) of the Singapore International Arbitration Act 1994 grants the arbitral tribunal the authority to issue awards that relate to either an issue affecting the entire claim or only a part of the claim, counterclaim, or cross-claim. This provision enhances the tribunal’s flexibility to provide efficient and tailored resolutions to the various aspects of a dispute, contributing to a more effective arbitration process.

(3) If the arbitral tribunal makes an award under this section, it must specify in its award, the issue, or claim or part of a claim, which is the subject matter of the award.

Section 19A(3) of the Singapore International Arbitration Act 1994 outlines a requirement for the arbitral tribunal when issuing awards under Section 19A. Key points to understand from this subsection:

1. **Specification Requirement:** This provision mandates that if the arbitral tribunal issues an award pursuant to Section 19A, it must explicitly specify in the award the particular issue, claim, or part of a claim that the award pertains to.
2. **Clarity and Transparency:** By requiring the arbitral tribunal to specify the subject matter of the award, the provision promotes transparency and clarity in the arbitration process. This is essential to ensure that the parties and any potential enforcement authorities understand the scope and nature of the award.
3. **Identification of the Dispute Element:** The tribunal's obligation to identify the relevant issue, claim, or part of a claim helps parties and enforcement bodies recognise the specific aspect of the dispute that has been resolved through the award.
4. **Preventing Ambiguity:** This requirement helps prevent ambiguity or confusion that could arise if the subject matter of the award is not clearly stated. It aids in avoiding potential disputes about the scope of the award later on.
5. **Complementary to Section 19A(2):** This provision complements Section 19A(2), which empowers the arbitral tribunal to make awards on specific issues or parts of claims. By specifying the subject matter of the award, the tribunal ensures that its decisions are well-defined and easily identifiable.
6. **Facilitating Enforcement:** When an award is enforced or recognised in different jurisdictions, the clarity provided by specifying the subject matter of the award can be crucial. It helps authorities understand the precise nature of the tribunal's decision.

In summary, Section 19A(3) of the Singapore International Arbitration Act 1994 establishes a requirement for the arbitral tribunal to specify the issue, claim, or part of a claim that is the subject of an award made under Section 19A. This ensures transparency, clarity, and effective enforcement of awards and is in line with the broader goal of maintaining a well-organised and comprehensible arbitration process.

19B. Effect of award

(1) An award made by the arbitral tribunal pursuant to an arbitration agreement is final and binding on the parties and on any persons claiming through or under them and may be relied upon by any of the parties by way of defence, set-off or otherwise in any proceedings in any court of competent jurisdiction.

Section 19B(1) of the Singapore International Arbitration Act 1994 addresses the finality, binding nature, and enforceability of awards made by arbitral tribunals. Key points to understand from this subsection:

1. **Finality and Binding Nature:** This provision establishes the conclusive nature of an award made by the arbitral tribunal. Once the tribunal issues an award pursuant to an arbitration agreement, it is considered final and binding on the parties. This means that the parties are generally obligated to abide by the decisions and outcomes determined by the arbitration process.
2. **Parties and Successors:** The binding effect of the award extends not only to the original parties involved in the arbitration but also to any individuals or entities that are connected to the parties and claim through or under them. This includes successors, assignees, and other individuals or entities with a legal relationship to the original parties.
3. **Use as Defence or Set-Off:** The award may be relied upon by any of the parties in various ways in proceedings before a court of competent jurisdiction. Specifically, parties can use the award as a defence, set-off, or for any other relevant purposes in legal proceedings.
4. **Recognition in Court Proceedings:** This provision emphasises that the final and binding nature of the arbitral award is not limited to the arbitration process itself. Instead, the award can be introduced and relied upon in subsequent court proceedings. This recognition helps avoid unnecessary re-litigation of the same issues already addressed and resolved through arbitration.
5. **Enforceability:** The award's enforceability and its ability to be raised as a defence or set-off in court contribute to the efficacy of arbitration as a dispute resolution mechanism. It ensures that parties can rely on the arbitral process as a valid means of resolving their disputes, and the outcomes of such proceedings are respected and enforced by the courts.
6. **Principle of Party Autonomy:** While the award's binding nature is established, it is important to note that the parties' autonomy in entering into the arbitration agreement and participating in the arbitration process remains at the forefront. Parties willingly submit to arbitration and are generally bound by the outcomes they agreed to pursue.

In summary, Section 19B(1) of the Singapore International Arbitration Act 1994 underscores the finality, binding effect, and enforceability of awards made by arbitral tribunals pursuant to arbitration agreements. The provision promotes the efficient resolution of disputes and contributes to the overall credibility and effectiveness of the arbitration process.

(2) Except as provided in Articles 33 and 34(4) of the Model Law, upon an award being made, including an award made in accordance with section 19A, the arbitral tribunal must not vary, amend, correct, review, add to or revoke the award.

Section 19B(2) of the Singapore International Arbitration Act 1994 deals with the finality and immutability of arbitral awards. Key points to understand from this subsection:

1. **Finality of Awards:** This provision underscores the principle that arbitral awards are final and conclusive. Once an award is made by the arbitral tribunal, it stands as a definitive resolution of the dispute in question. This aligns with the principle of party autonomy, as parties agree to be bound by the decisions of the tribunal.

2. **Prohibition on Alteration:** The subsection specifies that the arbitral tribunal is not allowed to engage in various activities that might alter the content or outcome of the award. These activities include varying, amending, correcting, reviewing, adding to, or revoking the award. This prohibition ensures that once the tribunal renders its decision, there can be no subsequent modifications by the tribunal itself.
3. **Exceptions:** The subsection mentions Articles 33 and 34(4) of the Model Law. These provisions of the Model Law, which is incorporated by reference in the Singapore International Arbitration Act, deal with specific circumstances where an arbitral tribunal can take action after rendering an award. Article 33 deals with the correction of awards, while Article 34(4) deals with the setting aside of awards by the court.
4. **Article 33 (Correction of Awards):** Article 33 of the Model Law allows the arbitral tribunal to correct clerical, typographical, or computational errors in an award. Such corrections are intended to address inadvertent mistakes that do not impact the substance of the decision.
5. **Article 34(4) (Setting Aside of Awards):** Article 34(4) of the Model Law outlines the grounds on which a court can set aside an arbitral award. This includes instances where the composition of the tribunal or the arbitral procedure was not in accordance with the parties' agreement or with the law of the place of arbitration.

In summary, Section 19B(2) of the Singapore International Arbitration Act 1994 reinforces the finality and stability of arbitral awards by prohibiting the arbitral tribunal from altering or modifying the award once it has been rendered. This principle ensures that the arbitration process provides a definitive resolution to disputes, while recognising specific exceptions provided by the Model Law for correcting clerical errors or addressing grounds for setting aside an award.

(3) For the purposes of subsection (2), an award is made when it has been signed and delivered in accordance with Article 31 of the Model Law.

Section 19B(3) of the Singapore International Arbitration Act 1994 provides a definition for the timing at which an arbitral award is considered to be “made”. Key points to understand from this subsection:

1. **Definition of “Made”:** This subsection provides a clear definition of when an arbitral award is considered to be “made”. The definition centres on the completion of two key actions: signing and delivery. According to this provision, an award is made at the point when it has been both signed and delivered.
2. **Reference to Article 31 of the Model Law:** The timing of when an arbitral award is considered “made” is linked to the requirements outlined in Article 31 of the Model Law. Article 31 of the Model Law deals with the form and effect of the award. It sets out that the award shall be in writing and shall be signed by the arbitrator or arbitrators. The provision in Section 19B(3) aligns with the practice established by Article 31.
3. **Signing and Delivery:** The completion of the signing and delivery of the award signifies the finality and legal validity of the award. Signing by the arbitrators is indicative of their endorsement of the decision, and delivery ensures that the parties receive the award and are officially informed of its contents.

4. Implication for Section 19B(2): Section 19B(2) of the Act, discussed earlier, highlights that once an award is made, the arbitral tribunal cannot alter or modify it. Section 19B(3) contributes to this by defining the precise moment when an award is considered made, reinforcing the idea that the award's content and outcome are fixed at that point.

In summary, Section 19B(3) of the Singapore International Arbitration Act 1994 provides a specific definition of when an arbitral award is considered "made". This definition is tied to the signing and delivery of the award, as stipulated by Article 31 of the Model Law. The provision's purpose is to establish clarity regarding the point at which an award becomes legally effective and final, which has implications for the immutability of the award under Section 19B(2).

(4) This section does not affect the right of a person to challenge the award by any available arbitral process of appeal or review or in accordance with the provisions of this Act and the Model Law.

Section 19B(4) of the Singapore International Arbitration Act 1994 clarifies the relationship between the finality of an arbitral award and the right to challenge that award. Key points to understand from this subsection:

1. Preservation of Challenge Rights: Section 19B(4) emphasises that the provision regarding the finality and non-modifiability of an arbitral award (as stated in the preceding subsections) does not impede or diminish a person's right to challenge the award through various legal avenues.
2. Available Arbitral Processes: The subsection recognises the possibility of an arbitral process of appeal or review. Arbitral institutions or rules may provide for mechanisms through which parties can seek to challenge or seek a review of an award within the arbitral framework.
3. Provisions of the Act and the Model Law: This subsection clarifies that parties retain the right to challenge an award in accordance with the relevant provisions of the Singapore International Arbitration Act 1994 and the Model Law. These provisions might include grounds for setting aside an award or seeking its enforcement.
4. Balancing Finality and Review: The subsection strikes a balance between the principle of finality of arbitral awards, which is essential for the integrity and effectiveness of arbitration as a dispute resolution mechanism, and the legitimate need for parties to have recourse to certain challenge mechanisms when there are genuine concerns about the fairness or correctness of the award.
5. Flexibility in Challenging Awards: By explicitly stating that the provision does not preclude challenge mechanisms, this subsection reinforces that parties are not denied the opportunity to raise valid challenges to awards when circumstances warrant it.

In summary, Section 19B(4) of the Singapore International Arbitration Act 1994 underscores that while arbitral awards are generally treated as final and binding, parties retain the right to challenge awards through appropriate legal avenues, including appeals, reviews, and the provisions of the Act and the Model Law. This provision maintains a balance between the importance of finality in arbitration and the need for an effective mechanism for addressing concerns about awards.

19C. Authentication of awards and arbitration agreements

- (1) For the purposes of the enforcement of an award in any Convention country, the Minister may by order appoint such persons holding office in such arbitral institution or other organisation as the Minister may specify in the order, to authenticate any award or arbitration agreement or to certify copies thereof.**

Section 19C(1) of the Singapore International Arbitration Act 1994 addresses the process of authenticating and certifying awards and arbitration agreements for the purpose of enforcement in Convention countries. Key points to understand from this subsection:

1. **Enforcement of Awards in Convention Countries:** This subsection specifically pertains to the enforcement of arbitral awards in countries that are party to international conventions related to the recognition and enforcement of arbitral awards. The most prominent convention in this regard is the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.
2. **Role of the Minister:** The subsection grants authority to the Minister (likely the relevant government authority overseeing international arbitration matters) to issue orders for the appointment of individuals who hold positions in arbitral institutions or other relevant organisations. These appointed individuals play a role in the authentication and certification process of awards and arbitration agreements.
3. **Authentication and Certification:** The purpose of appointing individuals is to authenticate awards and arbitration agreements or to certify copies of these documents. Authentication involves confirming the genuineness and legitimacy of the documents, and certification involves providing official verification of the accuracy of copies.
4. **Flexibility in Appointment:** The subsection allows the Minister to specify the persons to be appointed for authentication and certification. This flexibility ensures that suitable individuals from relevant institutions or organisations can be chosen based on the specific circumstances.
5. **International Cooperation:** The provision reflects the importance of international cooperation in the enforcement of arbitral awards, especially in Convention countries. By allowing appointed individuals to authenticate and certify awards and agreements, the subsection contributes to the recognition and enforceability of these documents across borders.
6. **Ensuring Enforceability:** Authenticating and certifying awards and arbitration agreements can enhance their evidentiary value and streamline the process of enforcement in foreign jurisdictions. This mechanism assists in establishing the authenticity of documents and thus supports the effectiveness of cross-border arbitration enforcement.

In summary, Section 19C(1) of the Singapore International Arbitration Act 1994 empowers the Minister to appoint individuals from relevant institutions or organisations to authenticate awards and arbitration agreements or certify copies for the purpose of enforcement in Convention countries. This

provision underscores the importance of international cooperation in ensuring the recognition and enforceability of arbitral awards across borders.

(2) Any person appointed under subsection (1) —

- (a) must comply with any condition imposed by the Minister; and**
- (b) must not, without the written consent of the parties, directly or indirectly disclose any matter, including the identity of any party to the award or arbitration agreement, to any third party.**

Section 19C(2) of the Singapore International Arbitration Act 1994 outlines the obligations and restrictions that apply to individuals appointed under subsection (1) for the purpose of authenticating awards and arbitration agreements for enforcement in Convention countries. Key points to understand from this subsection:

1. **Compliance with Conditions:** Any person who is appointed under subsection (1) to authenticate awards and arbitration agreements is required to adhere to any conditions set by the Minister. These conditions may relate to the process of authentication, certification, and other relevant matters.
2. **Confidentiality Requirement:** The subsection places a strong emphasis on maintaining the confidentiality of arbitration proceedings. The appointed person is prohibited from directly or indirectly disclosing any matter related to the arbitration proceedings, including the identity of any party to the award or arbitration agreement, to any third party.
3. **Written Consent:** The prohibition on disclosing matters related to the arbitration proceedings can be overridden only with the written consent of the parties involved. This highlights the significance of parties' control over the confidentiality of their arbitration proceedings and related documents.
4. **Protection of Parties' Interests:** The requirement for written consent ensures that parties have the authority to decide whether any information, including their identity and involvement, can be shared with third parties. This provision helps safeguard the parties' interests and maintains the confidentiality that is often a fundamental aspect of arbitration proceedings.
5. **Upholding Arbitral Process:** By imposing these obligations and restrictions, the subsection reinforces the confidential nature of arbitration proceedings. It aims to maintain the integrity of the arbitral process by preventing unauthorised disclosures that could potentially undermine the trust and effectiveness of arbitration as a dispute resolution mechanism.
6. **Ministerial Control:** The subsection grants the Minister the authority to set conditions and requirements for the appointed individuals. This allows for flexibility in tailoring the obligations to the specific needs and circumstances of each case.

In summary, Section 19C(2) of the Singapore International Arbitration Act 1994 establishes that individuals appointed under subsection (1) to authenticate awards and arbitration agreements must comply with conditions imposed by the Minister and are bound by a strict confidentiality requirement. This provision aims to uphold the confidentiality of arbitration proceedings and protect parties' interests by preventing unauthorised disclosures.

(3) An award or arbitration agreement or a copy thereof duly authenticated or certified by a person appointed under subsection (1) is deemed to have been authenticated or certified by a competent authority in Singapore for the purposes of enforcement in any Convention country.

Section 19C(3) of the Singapore International Arbitration Act 1994 outlines the legal effect of authentication or certification carried out by a person appointed under subsection (1) for awards and arbitration agreements. Key points to understand from this subsection:

1. **Authentication and Certification:** The subsection refers to the process of authenticating or certifying an award, an arbitration agreement, or a copy of either document. This process involves confirming the legitimacy and accuracy of these documents, likely for the purpose of enforcement in other Convention countries.
2. **Recognition in Convention Countries:** The subsection establishes a legal fiction that the authentication or certification carried out by a person appointed under subsection (1) is equivalent to having been done by a "competent authority in Singapore". This legal fiction is crucial for the enforceability and recognition of the award or arbitration agreement in Convention countries.
3. **Enforceability in Convention Countries:** The subsection clarifies that an award, arbitration agreement, or a certified copy thereof, duly authenticated by the appointed person, is deemed valid and enforceable as if it had been authenticated by a recognised competent authority in Singapore. This recognition is important when seeking enforcement of the award or arbitration agreement in countries that are party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention).
4. **Streamlining Enforcement:** The purpose of this provision is to streamline the process of enforcing arbitral awards and agreements across Convention countries. By deeming the authentication or certification to have been performed by a competent authority, it eliminates potential challenges related to the recognition and enforcement of awards and agreements in foreign jurisdictions.
5. **Legal Certainty:** The subsection adds a layer of legal certainty to the enforcement process by clarifying that the authentication or certification performed by the appointed person is fully valid and recognised under international arbitration enforcement regimes, such as the New York Convention.
6. **Facilitating International Trade and Commerce:** Ensuring that authenticated and certified documents are treated as valid and binding by Convention countries supports international trade and commerce by enabling smoother cross-border enforcement of arbitral awards and agreements.

In summary, Section 19C(3) of the Singapore International Arbitration Act 1994 establishes that awards, arbitration agreements, or certified copies authenticated or certified by a person appointed under subsection (1) are deemed to have been authenticated by a competent authority in Singapore for the purposes of enforcement in Convention countries. This provision enhances the enforceability and recognition of arbitral awards and agreements in cross-border scenarios, contributing to the effectiveness of international arbitration as a dispute resolution mechanism.

(4) To avoid doubt, nothing in this section —

- (a) prevents any person from authenticating any award or arbitration agreement or certifying copies thereof in any other manner or method or by any other person, institution or organisation; or**
- (b) affects the right of a person to challenge or appeal against any award by any available arbitral process of appeal or review, or in accordance with the provisions of this Act and the Model Law.**

Section 19C(4) of the Singapore International Arbitration Act 1994 contains a clarifying provision that addresses potential concerns and misunderstandings regarding the authentication and certification of arbitral awards and agreements. Key points to understand from this subsection:

1. **Preservation of Alternatives:** Subsection 19C(4) explicitly clarifies that the provisions of this section do not limit or prevent other methods or manners of authentication and certification. This ensures that parties have the flexibility to authenticate or certify awards, arbitration agreements, or copies thereof using other processes or by involving other individuals, institutions, or organisations.
2. **Authentication and Certification Flexibility:** The subsection acknowledges that while the appointed persons under subsection (1) have the authority to authenticate and certify, parties are not restricted from using alternative methods or involving other entities for the same purpose.
3. **Right to Challenge and Appeal:** The subsection also underscores that the right of a person to challenge or appeal an award remains unaffected. This right can be exercised through the available arbitral processes of appeal or review. It further states that the provisions of the Singapore International Arbitration Act 1994 and the Model Law still govern the challenge or appeal against arbitral awards.
4. **Ensuring a Balanced Approach:** By stating that nothing in this section affects the right to challenge or appeal an award, the provision maintains a balanced approach. It ensures that while facilitating the enforceability of awards through authentication and certification, parties still retain their rights to seek review or appeal through established arbitral processes.
5. **Clarity and Legal Certainty:** This subsection contributes to the overall clarity and legal certainty of the authentication and enforcement process. It helps prevent any misunderstanding that might arise from the previous subsections and clarifies the broader context within which the authentication and certification process operates.

In summary, Section 19C(4) of the Singapore International Arbitration Act 1994 clarifies that the provisions of the section do not limit the flexibility of parties to authenticate or certify arbitral awards and agreements using other methods or individuals. Additionally, it confirms the continued right of parties to challenge or appeal an award through available arbitral processes, maintaining a balanced approach to dispute resolution and enforcement.

(5) In this section, “Convention country” has the meaning given by section 27(1).

Section 19C(5) of the Singapore International Arbitration Act 1994 provides a definition that is relevant to the understanding of the term “Convention country” as used in the preceding subsections. Key points to understand from this subsection:

1. **Definition of “Convention Country”:** This subsection provides a clear reference to the definition of “Convention country” as specified in section 27(1) of the Singapore International Arbitration Act 1994. This definition is crucial for determining the scope and applicability of the provisions within Section 19C.
2. **Reference to Another Section:** By referring to section 27(1), this subsection directs readers to the specific part of the statute where the definition of “Convention country” can be found. This promotes easy access to the definition and avoids redundancy by not repeating the same definition within Section 19C.
3. **Contextual Clarity:** The inclusion of this subsection ensures that readers and practitioners can readily comprehend the meaning of “Convention country” within the context of Section 19C. This definition is vital because the concept of a Convention country is fundamental to the enforcement provisions and the authentication and certification process described in the earlier subsections.
4. **Streamlined Legislation:** By cross-referencing the definition in another section, the Act avoids duplication and promotes a streamlined legislative approach. This helps maintain the overall organisation and readability of the statute.
5. **Ensuring Consistency:** Referring to the definition in another section helps ensure that the term “Convention country” is consistently interpreted throughout the Act. It reduces the risk of confusion that could arise if multiple definitions were provided in various sections.

In summary, Section 19C(5) of the Singapore International Arbitration Act 1994 serves to provide clarity regarding the meaning of “Convention country” as used in Section 19C by directing readers to the specific definition given in section 27(1). This approach contributes to a clear and coherent understanding of the provisions related to the authentication and certification of arbitral awards and agreements in the context of enforcing awards in Convention countries.

20. Interest on awards

(1) Subject to subsection (3), unless otherwise agreed by the parties, an arbitral tribunal may, in the arbitral proceedings before it, award simple or compound interest from such date, at such

rate and with such rest as the arbitral tribunal considers appropriate, for any period ending not later than the date of payment on the whole or any part of —

- (a) any sum which is awarded by the arbitral tribunal in the arbitral proceedings;
- (b) any sum which is in issue in the arbitral proceedings but is paid before the date of the award; or
- (c) costs awarded or ordered by the arbitral tribunal in the arbitral proceedings.

Section 20(1) of the Singapore International Arbitration Act 1994 addresses the issue of interest in arbitral proceedings. Key points to understand from this subsection:

1. **Flexibility in Awarding Interest:** This subsection provides the arbitral tribunal with significant discretion to award interest in the arbitral proceedings. It specifies that unless the parties have agreed otherwise, the tribunal can determine the date from which interest starts accruing, the rate of interest, and the compounding frequency based on the tribunal's assessment of appropriateness.
2. **Scope of Interest:** The interest can be awarded on various amounts, including:
 - a. The sum awarded by the arbitral tribunal.
 - b. The sum that was under dispute during the proceedings but was paid before the award.
 - c. Costs awarded or ordered by the arbitral tribunal.
3. **Principle of Party Agreement:** The section emphasises the importance of party agreement. If the parties have already agreed upon specific interest terms in their agreement, those terms would prevail.
4. **Time Limit:** The interest period cannot extend beyond the date of payment.
5. **Rest Period:** The term “with such rest” refers to the frequency at which interest is compounded, if the tribunal deems compounding appropriate.
6. **Ensuring Reasonableness:** The discretion granted to the arbitral tribunal is balanced by the requirement that the interest awarded should be considered appropriate, reasonable, and relevant to the circumstances of the case.
7. **Subsection (3) Exception:** While not outlined in this subsection, subsection (3) imposes restrictions on interest awards in certain consumer cases, aligning with principles aimed at consumer protection.
8. **Alignment with International Norms:** This provision reflects the flexibility granted to arbitral tribunals in many jurisdictions to determine interest awards based on the facts of each case. It allows for tailoring interest calculations to the specific context of the dispute.

In summary, Section 20(1) of the Singapore International Arbitration Act 1994 provides arbitral tribunals with the authority to award interest in arbitral proceedings, giving them the flexibility to

determine the terms under which interest accrues on awarded sums, disputed amounts, and costs. This flexibility reflects a common practice in international arbitration, allowing tribunals to consider the circumstances of each case and make equitable interest awards.

(2) Nothing in subsection (1) affects any other power of an arbitral tribunal to award interest.

Section 20(2) of the Singapore International Arbitration Act 1994 complements the preceding subsection (20)(1) and clarifies the scope and interaction of the arbitral tribunal’s power to award interest. Key points to understand from this subsection:

1. **Clarification of Powers:** This subsection serves to emphasise that the authority granted to the arbitral tribunal in subsection (1) does not restrict or limit any other power that the tribunal may possess to award interest in the arbitral proceedings.
2. **No Limitation:** By stating that “Nothing in subsection (1) affects any other power”, the law makes it clear that the tribunal’s discretion to award interest extends beyond the parameters set out in subsection (1). The tribunal can still exercise other relevant powers to award interest that are not explicitly covered by subsection (1).
3. **Broad Discretion:** Arbitral tribunals are endowed with significant flexibility to tailor their decisions to the unique circumstances of each case. While subsection (1) provides a specific framework for awarding interest, subsection (2) ensures that the tribunal’s broader authority is not undermined or restricted.
4. **Application to Different Situations:** This section recognises that the arbitral tribunal’s authority to award interest might arise from various sources, such as principles of equity, international trade customs, or any relevant agreements between the parties. The tribunal’s power to award interest may stem from factors beyond those outlined in subsection (1).

In summary, Section 20(2) of the Singapore International Arbitration Act 1994 serves as a clarifying provision, affirming that the arbitral tribunal’s ability to award interest is not solely confined to the specific framework outlined in subsection (1). It underscores the tribunal’s broader authority to award interest in line with the specific context of each case and any other applicable powers that the tribunal might possess.

(3) Where an award directs a sum to be paid, that sum, unless the award otherwise directs, carries interest as from the date of the award and at the same rate as a judgment debt.

Section 20(3) of the Singapore International Arbitration Act 1994 addresses the issue of interest on a sum directed to be paid by an arbitral award. Key points to understand from this subsection:

1. **Interest on Awarded Sum:** This subsection deals with the situation where an arbitral award directs a specific sum to be paid by one party to another. It addresses the question of whether and how interest should be applied to that awarded sum.

2. **Default Interest Rule:** The subsection establishes a default rule that unless the award explicitly directs otherwise, the sum awarded by the arbitral tribunal will carry interest as of the date of the award. This is similar to the interest that accrues on a judgment debt issued by a court.
3. **Interest Rate:** The interest rate applicable to the awarded sum is “at the same rate as a judgment debt”. This means that the interest rate will typically be determined based on the prevailing legal or statutory rate applicable to judgments issued by the courts in Singapore.
4. **Flexibility Through Award:** While the subsection provides a default rule, it acknowledges that the arbitral tribunal has the discretion to deviate from this rule by directing a different treatment of interest. This gives the tribunal the flexibility to consider the specific circumstances of the case and decide on the most appropriate approach to interest.
5. **Parties’ Intent:** The phrasing “unless the award otherwise directs” underscores the importance of the tribunal’s intention as expressed in the award itself. If the tribunal decides that a different treatment of interest is appropriate in a particular case, it can expressly state so in the award.

In summary, Section 20(3) of the Singapore International Arbitration Act 1994 provides guidance on the treatment of interest on sums directed to be paid by an arbitral award. It establishes a default rule of interest accruing from the date of the award at the same rate as a judgment debt, but it also grants the arbitral tribunal the discretion to deviate from this rule based on the specific circumstances and intentions of the parties as reflected in the award.

21. Assessment of costs

- (1) Any costs directed by an award to be paid are, unless the award otherwise directs, assessable by the Registrar of the Singapore International Arbitration Centre (called in this section the Registrar).**

Section 21(1) of the Singapore International Arbitration Act 1994 pertains to the assessment of costs directed by an arbitral award. Key points to understand from this section:

1. **Costs Assessment:** The primary purpose of this section is to address the assessment of costs that have been directed to be paid by an arbitral award. Costs often arise as a result of the arbitration process, including legal fees, administrative charges, and other expenses incurred by the prevailing party.
2. **Role of the Registrar:** The Registrar of the Singapore International Arbitration Centre (SIAC) is designated as the authority responsible for assessing costs in accordance with this section. The Registrar plays a key role in overseeing the procedural aspects of arbitration proceedings and ensuring that the costs assessment process is conducted fairly and transparently.
3. **Default Rule:** The section establishes a default rule that costs directed by an arbitral award to be paid are assessable by the Registrar unless the award explicitly directs otherwise.

This means that, in the absence of specific instructions in the award, the parties can expect the costs to be assessed by the Registrar.

4. **Parties' Agreement:** The wording "unless the award otherwise directs" indicates that the arbitral tribunal has the discretion to deviate from the default rule and specify an alternative method for the assessment of costs. This provision respects the tribunal's autonomy and flexibility to tailor the costs assessment process based on the parties' agreement and the circumstances of the case.
5. **SIAC's Role:** SIAC, as a leading arbitral institution, plays a vital role in promoting efficiency and fairness in arbitration proceedings. The involvement of the Registrar in the costs assessment process ensures a consistent and independent evaluation of costs by an established institution.

In summary, Section 21(1) of the Singapore International Arbitration Act 1994 outlines the process for assessing costs directed by an arbitral award. It establishes the Registrar of the Singapore International Arbitration Centre as the entity responsible for assessing costs, subject to the award's specific directions. This provision contributes to the effective and standardised handling of costs in arbitration proceedings.

(2) Unless the fees of the arbitral tribunal have been fixed by a written agreement or such agreement has provided for determination of the fees by a person or an institution agreed to by the parties, any party to the arbitration may require that the fees be assessed by the Registrar.

Section 21(2) of the Singapore International Arbitration Act 1994 addresses the assessment of fees of the arbitral tribunal. Key points to understand from this subsection:

1. **Arbitral Tribunal Fees:** In arbitration proceedings, the arbitral tribunal members are entitled to receive fees for their services. These fees compensate them for their time, expertise, and effort in conducting the arbitration and rendering an award.
2. **Written Agreement:** If the fees of the arbitral tribunal have been explicitly fixed by a written agreement between the parties, then the agreed-upon fees will apply, and there is no need for further assessment.
3. **Determination of Fees:** If the written agreement provides for the determination of the arbitral tribunal's fees by a person or institution agreed upon by the parties, then that determination process will apply. This could involve a third party, such as an accounting firm or arbitral institution, assessing and fixing the tribunal's fees.
4. **Option for Assessment:** However, if neither the fees have been fixed by a written agreement nor determined by a designated person or institution, any party involved in the arbitration proceedings has the option to request that the fees of the arbitral tribunal be assessed by the Registrar of the Singapore International Arbitration Centre (SIAC).
5. **Registrar's Role:** The Registrar's role in assessing arbitral tribunal fees ensures an independent and impartial evaluation of the fees. This is especially important in cases where there is no pre-existing agreement or provision for fee determination.

6. Flexibility and Fairness: This subsection aims to provide flexibility and fairness in the assessment of arbitral tribunal fees. Parties have the option to rely on the Registrar's assessment to ensure that the fees are reasonable and appropriate in the absence of a fixed agreement.

In summary, Section 21(2) of the Singapore International Arbitration Act 1994 addresses the assessment of arbitral tribunal fees. It outlines the circumstances under which the fees may be assessed by the Registrar of the Singapore International Arbitration Centre and ensures fairness and transparency in the determination of tribunal fees when no fixed agreement or determination provision exists.

(3) A certificate signed by the Registrar on the amount of costs or fees assessed forms part of the award of the arbitral tribunal.

Section 21(3) of the Singapore International Arbitration Act 1994 pertains to the role of the Registrar and the status of a certificate in relation to the assessed costs or fees in arbitration proceedings. Key points to understand from this subsection:

1. Certificate of Assessment: When the Registrar assesses the amount of costs or fees, a certificate is issued confirming the assessed amount. This certificate is an official document signed by the Registrar of the Singapore International Arbitration Centre (SIAC).
2. Integral Part of the Award: According to this subsection, the certificate issued by the Registrar, which states the assessed amount of costs or fees, is considered to be an integral part of the arbitral tribunal's award. In other words, the certificate is treated as an extension of the award itself.
3. Importance of Clarity: Including the certificate as part of the award ensures clarity and transparency in the determination of costs or fees. This provides parties with a clear and documented record of the assessed amount, which can be important for the enforcement and execution of the award.
4. Binding Nature: Just like any other aspect of the arbitral award, the certificate of assessment is legally binding on the parties. This means that parties are obligated to comply with the assessed costs or fees as determined by the Registrar.
5. Enforcement and Recognition: When enforcing or recognising the arbitral award, the certificate of assessment, being part of the award, can be presented as evidence of the assessed amount. This can help facilitate the enforcement process, especially when parties are seeking to recover costs or fees.
6. Formality and Authority: The issuance of a signed certificate by the Registrar adds a level of formality and official authority to the assessment process. This enhances the credibility of the assessment and provides parties with a reliable document to rely upon.

In summary, Section 21(3) of the Singapore International Arbitration Act 1994 establishes that a certificate signed by the Registrar on the assessed amount of costs or fees becomes an integral part of the arbitral tribunal's award. This provision reinforces transparency, binding obligation, and the

enforceability of the assessed costs or fees, ensuring a clear and structured process for parties involved in the arbitration proceedings.

(4) The Chief Justice may, if he or she thinks fit, by notification in the Gazette, appoint any other person to exercise the powers of the Registrar under this section.

Section 21(4) of the Singapore International Arbitration Act 1994 addresses the appointment of a person other than the Registrar to exercise the powers outlined in Section 21 of the Act. Key points to understand from this subsection:

1. **Delegation of Powers:** This provision grants the Chief Justice the authority to delegate the powers vested in the Registrar under Section 21 of the Act to another person. These powers relate to the assessment of costs and fees in arbitration proceedings.
2. **Flexibility and Discretion:** The subsection highlights that the Chief Justice has discretion in making such an appointment. This means that if the Chief Justice deems it appropriate, they can designate another qualified person to perform the duties and functions specified in Section 21, essentially sharing the Registrar's responsibilities in assessing costs and fees.
3. **Notification in the Gazette:** The appointment of another person to exercise the powers of the Registrar under Section 21 is to be formalised by issuing a notification in the Gazette. Gazette notifications are a recognised means of official communication in legal matters.
4. **Expertise and Capacity:** The Chief Justice's decision to appoint another person might be influenced by factors such as the person's expertise in arbitration practices, familiarity with the relevant procedures, and availability to carry out the assessment tasks.
5. **Judicial Oversight:** By authorising the Chief Justice to make such appointments, the provision ensures a level of judicial oversight in the delegation of powers. This helps maintain the integrity and quality of the assessment process.
6. **Balance of Authority:** While the Chief Justice has the authority to appoint another person, this subsection does not diminish the authority of the Registrar. It allows for flexibility in ensuring that the assessment of costs and fees can be carried out efficiently while maintaining the necessary standards.

In summary, Section 21(4) of the Singapore International Arbitration Act 1994 grants the Chief Justice the discretion to appoint another person to exercise the powers of the Registrar under Section 21. This provision underscores flexibility, expertise, and the ability to share the responsibilities of assessing costs and fees, while maintaining the Chief Justice's oversight. The issuance of a Gazette notification formalises such appointments.

22. Proceedings to be heard in private

(1) Subject to subsection (2), proceedings under this Act in any court are to be heard in private.

Section 22(1) of the Singapore International Arbitration Act 1994 addresses the nature of proceedings under the Act when they come before a court. Key points to understand from this subsection:

1. **Private Nature of Proceedings:** This provision establishes the default principle that proceedings conducted under the Singapore International Arbitration Act (SIAA) within a court should be conducted privately. This is aligned with the principle of confidentiality that is often associated with arbitration proceedings.
2. **Consistency with Arbitration Principles:** The private nature of proceedings is consistent with the broader principles of arbitration, which generally emphasise the confidential and private nature of resolving disputes through arbitration.
3. **Scope of Application:** This subsection applies to proceedings that are brought before a court in relation to matters governed by the SIAA. These proceedings might include applications to enforce arbitration awards, challenges to arbitration agreements, and other legal matters related to arbitration.
4. **Exception in Subsection (2):** The reference to “subject to subsection (2)” indicates that there is an exception to the default rule of private hearings under certain circumstances. Section 22(2) might provide circumstances in which hearings are not to be conducted in private.
5. **Importance of Confidentiality:** The private nature of the proceedings aligns with the importance of maintaining confidentiality in arbitration. This is significant for preserving the parties’ privacy, protecting sensitive commercial information, and encouraging parties to engage in arbitration with confidence.

In summary, Section 22(1) of the Singapore International Arbitration Act 1994 establishes the general rule that proceedings under the Act, when brought before a court, are to be heard in private. This rule reflects the confidential and private nature of arbitration proceedings and aligns with principles that encourage parties to resolve their disputes through arbitration. However, it is important to consider the exceptions and specific circumstances mentioned in Section 22(2) that might deviate from this general rule.

(2) Proceedings under this Act in any court are to be heard in open court if the court, on its own motion or upon the application of any person (including a person who is not a party to the proceedings), so orders.

Section 22(2) of the SIAA addresses an exception to the general rule stated in Section 22(1), which stipulates that proceedings under the Act in any court are to be heard in private. Key points to understand from this subsection:

Exception to Private Proceedings: Section 22(2) introduces an exception to the default rule of private proceedings established in Section 22(1). It states that if a court receives an application or decides on

its own motion, it can order that the proceedings under the SIAA be heard in open court. In other words, the court has the discretion to allow the proceedings to be conducted publicly.

1. **Discretion of the Court:** The discretion lies with the court to determine whether the proceedings should be conducted in open court. The court can decide to do so either on its own initiative or in response to an application made by any person, which includes parties to the proceedings as well as non-parties.
2. **Balancing Interests:** The provision reflects a balance between maintaining the confidentiality that is often associated with arbitration proceedings and the principle of open justice, where court proceedings are accessible to the public. The court's decision will consider factors such as the nature of the case, public interest, and any potential harm that could arise from open proceedings.
3. **Transparency and Public Interest:** In some cases, parties might want to maintain confidentiality due to sensitive commercial information or contractual arrangements. However, there might be instances where the public interest requires the proceedings to be open, such as cases involving important legal issues or matters of broader public concern.
4. **Flexible Approach:** Section 22(2) allows for a flexible approach that accommodates different circumstances. The court's discretion provides room for adapting to the specifics of each case.

In summary, Section 22(2) of the Singapore International Arbitration Act 1994 introduces an exception to the default private nature of proceedings under the Act. It empowers the court to order that proceedings be conducted in open court, either on its own initiative or in response to an application. This provision reflects a balance between maintaining confidentiality in arbitration proceedings and the principles of open justice, allowing the court to decide the appropriate approach based on the circumstances of each case.

23. Restrictions on reporting of proceedings heard in private

(1) This section applies to proceedings under this Act in any court heard in private.

Section 23(1) of the SIAA establishes the scope and application of the section in relation to proceedings under the Act in any court that are heard in private. Key points to understand from this subsection:

1. **Scope and Application:** Section 23(1) specifies that the provisions within this section apply to proceedings under the Singapore International Arbitration Act that take place in a court setting and are conducted in private. The section outlines certain rules and procedures that are applicable in these private proceedings.
2. **Emphasis on Private Proceedings:** The term "heard in private" indicates that the proceedings are not open to the public. These private proceedings maintain confidentiality and are in line with the principles that often accompany arbitration proceedings.

3. Context of the Act: The SIAA governs various aspects of arbitration in Singapore, including the enforcement of arbitral awards and related matters. The Act is designed to create a framework for the conduct of arbitration and the resolution of disputes through this method.
4. Balancing Confidentiality and Openness: While most arbitration proceedings are conducted with a focus on confidentiality, some issues might arise that require judicial intervention. Section 23(1) addresses the scenario where court involvement is needed while maintaining the principle of confidentiality that is often associated with arbitration.
5. Applicability of the Section: Section 23(1) signifies that the procedures and principles outlined in the section are tailored specifically for private proceedings under the Act. It highlights the distinct nature of these proceedings compared to traditional open court proceedings.

In summary, Section 23(1) of the Singapore International Arbitration Act 1994 clarifies that the subsequent provisions in the section apply to proceedings under the Act that are heard in private. This section is essential for ensuring that the procedures and principles of private proceedings align with the objectives of the Act and the arbitration process.

(2) A court hearing any proceedings to which this section applies is, on the application of any party to the proceedings, to give directions as to whether any and, if so, what information relating to the proceedings may be published.

Section 23(2) of the SIAA outlines the authority and responsibility of a court when hearing proceedings that are subject to the provisions of the section. Key points to understand from this subsection:

1. Direction by the Court: Section 23(2) grants the court the authority to give directions regarding the publication of information related to the proceedings under the SIAA. This means that the court can decide whether and to what extent information about the proceedings may be made public.
2. Context of Confidentiality: Arbitration proceedings are often conducted with a strong emphasis on confidentiality. This subsection reflects the balance between the principle of confidentiality and the potential need for public disclosure in certain circumstances.
3. Application by Any Party: Any party involved in the proceedings can make an application to the court for directions on the publication of information. This ensures that the parties have the ability to request the court's guidance based on their specific circumstances and concerns.
4. Discretion of the Court: The wording "to give directions" suggests that the court has discretion in deciding whether information should be published and, if so, what type of information. The court's decision will likely consider factors such as the nature of the proceedings, the parties' interests, and the public interest.
5. Balancing Transparency and Confidentiality: This provision reflects the importance of balancing transparency and confidentiality. While arbitration proceedings typically

maintain confidentiality, there may be situations where disclosing certain information is deemed necessary or beneficial.

6. Reflecting Modern Arbitration Practice: This subsection acknowledges the evolving nature of arbitration practice, which recognises the potential for limited public disclosure in specific contexts.

In summary, Section 23(2) of the Singapore International Arbitration Act 1994 empowers the court to provide directions regarding the publication of information related to proceedings subject to the section's provisions. The court's discretion to consider the interests of the parties and the public interest reflects the balance between confidentiality and transparency in arbitration proceedings.

(3) A court is not to give a direction under subsection (2) permitting information to be published unless —

- (a) all parties to the proceedings agree that the information may be published; or**
- (b) the court is satisfied that the information, if published in accordance with such directions as it may give, would not reveal any matter, including the identity of any party to the proceedings, that any party to the proceedings reasonably wishes to remain confidential.**

Section 23(3) of the SIAA sets out the conditions that must be met before a court can issue a direction permitting the publication of information related to proceedings subject to the provisions of Section 23. Key points to understand from this subsection:

1. Consent Requirement: To permit the publication of information related to proceedings, the court must fulfil certain conditions. One of these conditions is that all parties to the proceedings must agree that the information may be published. This ensures that the consent of all parties is obtained before any information is made public.
2. Exception Based on Confidentiality: Alternatively, even if not all parties agree, the court may still grant a direction allowing publication if it is satisfied that the published information would not reveal any matter, including the identity of any party, that any party wishes to remain confidential. This highlights the importance of protecting sensitive or confidential information.
3. Balancing Interests: This subsection reflects the balance between the need for transparency and the protection of confidential information in arbitration proceedings. It emphasises the requirement to consider the parties' interests and whether the publication of information would compromise confidentiality.
4. Role of the Court: The court plays a pivotal role in assessing whether the conditions for publication have been met. Its role includes determining whether any information to be published would breach the parties' reasonable expectations of confidentiality.
5. Protection of Confidentiality: Confidentiality is a fundamental aspect of arbitration proceedings. This subsection underscores the significance of maintaining confidentiality

unless the court is convinced that the information to be published will not breach this confidentiality.

In summary, Section 23(3) of the Singapore International Arbitration Act 1994 outlines the conditions under which a court can issue a direction permitting the publication of information related to arbitration proceedings. The court must ensure that all parties agree to the publication or that the published information would not reveal confidential matters, including the identities of the parties. This provision demonstrates the legislative intention to balance transparency with the need to safeguard confidentiality in arbitration proceedings.

- (4) Despite subsection (3), where a court gives grounds of decision for a judgment in respect of proceedings to which this section applies and considers that judgment to be of major legal interest, the court is to direct that reports of the judgment may be published in law reports and professional publications but, if any party to the proceedings reasonably wishes to conceal any matter, including the fact that the party was such a party, the court is to —**
- (a) give directions as to the action that is to be taken to conceal that matter in those reports; and**
 - (b) if it considers that a report published in accordance with directions given under paragraph (a) would be likely to reveal that matter, direct that no report may be published until after the end of any period, not exceeding 10 years, that it considers appropriate.**

Section 23(4) of the SIAA addresses the publication of judgments and their reporting in cases where a court considers that the judgment is of major legal interest, despite the conditions set out in Section 23(3). Key points to understand from this subsection:

1. **Exception for Major Legal Interest:** While Section 23(3) generally restricts the publication of information related to proceedings, Section 23(4) provides an exception for judgments that the court deems to be of major legal interest. This recognises the importance of disseminating significant legal decisions to the broader legal community.
2. **Publication of Judgment:** When a court considers a judgment to be of major legal interest, it can direct that reports of the judgment may be published in law reports and professional publications. This allows for wider access to and discussion of important legal rulings.
3. **Concealment of Matters:** However, if any party to the proceedings reasonably wishes to conceal any matter, including their identity, the court is required to address this concern. The court must give directions on how to conceal that matter in the reports to be published.
4. **Balancing Interests:** Section 23(4) acknowledges the balancing act between the interest in disseminating important legal precedents and the need to respect the confidentiality or privacy concerns of parties involved in the proceedings.

5. **Restricted Publication:** If the court believes that even with concealment measures, a published report might reveal matters that parties wish to keep confidential, it can delay the publication of the report for a specified period, not exceeding 10 years.
6. **Judicial Discretion:** The court has discretion to determine whether a judgment qualifies as of major legal interest and whether concealment measures are necessary to protect parties' interests.

In summary, Section 23(4) of the Singapore International Arbitration Act 1994 provides an exception to the general rule of confidentiality in Section 23(3). It allows for the publication of judgments of major legal interest while addressing the concerns of parties who wish to keep certain matters confidential. This provision reflects the balance between transparency and confidentiality in the context of arbitration proceedings.

24. Court may set aside award

Despite Article 34(1) of the Model Law, the General Division of 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.**

Section 24 of the SIAA provides additional grounds under which the General Division of the High Court may set aside an arbitral award, going beyond the grounds stipulated in Article 34(2) of the Model Law. Key points to understand from this section:

1. **Additional Grounds:** Section 24 provides that the General Division of the High Court in Singapore has the authority to set aside an arbitral award based on grounds that go beyond those provided in Article 34(2) of the Model Law. This expands the scope of potential grounds for setting aside an award.
2. **Fraud or Corruption:** Under subsection (a), an award may be set aside if it can be demonstrated that the award was induced or affected by fraud or corruption. This emphasises the importance of maintaining the integrity of the arbitration process and preventing fraudulent or corrupt practices that could influence the outcome of the award.
3. **Breach of Natural Justice:** Subsection (b) allows for the setting aside of an award if it can be established that a breach of the rules of natural justice occurred in connection with the making of the award, and as a result, the rights of any party have been prejudiced. This underscores the significance of ensuring a fair and just procedure during the arbitration process.
4. **Judicial Discretion:** Section 24 vests the General Division of the High Court with the discretionary power to set aside an arbitral award based on the specified grounds. This reflects the court's role in safeguarding the integrity of arbitration proceedings while respecting due process.

5. Harmonisation with Model Law: Despite the expanded grounds provided in Section 24, it is important to note that the SIAA still acknowledges the provisions of Article 34(1) of the Model Law, which permits the setting aside of awards under certain circumstances.

In summary, Section 24 of the Singapore International Arbitration Act 1994 extends the grounds on which an arbitral award can be set aside by granting the General Division of the High Court the authority to consider fraud, corruption, and breaches of natural justice. This provision seeks to ensure the fairness and reliability of arbitral awards and to uphold the standards of integrity and procedural justice in the arbitration process.

25. Liability of arbitrator

An arbitrator shall not be liable for —

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

Section 25 of the SIAA deals with the liability of arbitrators for their actions in the course of arbitration proceedings. Key points to understand from this section:

1. Immunity from Liability: Section 25 grants arbitrators immunity from liability in certain circumstances. This is aimed at protecting arbitrators from legal actions or claims arising from their actions or decisions taken in their capacity as arbitrators.
2. Negligence: Subsection (a) explicitly states that arbitrators are not liable for negligence in relation to any actions taken or not taken during the arbitration process. This includes decisions related to case management, evidentiary rulings, and other procedural matters.
3. Mistakes: Subsection (b) provides that arbitrators are not held liable for any mistakes in law, fact, or procedure made during the course of the arbitral proceedings or in the process of rendering an arbitral award. This acknowledges that arbitrators, like any human decision-makers, might make errors, and it aims to prevent legal challenges based solely on these types of mistakes.
4. Public Policy and Good Faith: It is important to note that while this section offers a degree of immunity to arbitrators, it is not absolute. The principle of public policy and acting in good faith remains important. Arbitrators are expected to perform their duties diligently and in accordance with the ethical standards of the arbitration community.
5. Encouraging Participation: The immunity provided by this section encourages qualified individuals to serve as arbitrators without the fear of personal liability. This, in turn, helps facilitate a pool of experienced and knowledgeable arbitrators in the arbitration process.

In summary, Section 25 of the Singapore International Arbitration Act 1994 provides legal protection to arbitrators from liability for negligence and mistakes made during the course of arbitral proceedings or in rendering an arbitral award. This provision contributes to maintaining the efficiency and

effectiveness of arbitration by allowing arbitrators to make decisions without the constant threat of legal action for unintentional errors or omissions.

25A. Immunity of appointing authority and arbitral institutions, etc.

(1) The appointing authority, or an arbitral or other institution or person designated or requested by the parties to appoint or nominate an arbitrator, shall not be liable for anything done or omitted in the discharge or purported discharge of that function unless the act or omission is shown to have been in bad faith.

Section 25A(1) of the SIAA addresses the liability of the appointing authority or any institution/person designated by the parties to appoint or nominate an arbitrator. Key points to understand from this section:

1. **Liability Protection:** Section 25A(1) offers protection to the appointing authority, arbitral institutions, or any person designated by the parties to appoint or nominate an arbitrator. It states that these entities or individuals cannot be held liable for actions or omissions in the process of discharging their functions, unless such actions or omissions are demonstrated to have been done in bad faith.
2. **Purpose of Protection:** The purpose of this provision is to encourage individuals, institutions, and organisations to take on the role of appointing arbitrators without the fear of legal liability for their decisions or actions in fulfilling this role. By providing this protection, the law seeks to ensure that the arbitration process is not hindered by the threat of legal actions against those involved in the appointment process.
3. **Standard of Bad Faith:** The immunity provided is not absolute. Liability can arise if it can be proven that the actions or omissions were done in bad faith. "Bad faith" generally refers to actions that are intentionally deceitful, dishonest, or undertaken with malicious intent.
4. **Encouraging Efficient Appointments:** This provision supports the efficient appointment of arbitrators, as it prevents the appointing authority and institutions from being overly cautious or hesitant in their decisions due to concerns about potential legal consequences. This, in turn, helps ensure that the arbitration process moves forward smoothly.
5. **Balancing Accountability:** While this section offers a level of immunity, it does not shield entities or individuals from liability in cases of deliberate misconduct or fraudulent behaviour. It maintains a balance between protecting appointing authorities and institutions from frivolous legal claims and holding them accountable if they act with ill intent.

In summary, Section 25A(1) of the Singapore International Arbitration Act 1994 provides protection to the appointing authority, arbitral institutions, and persons designated by parties to appoint or nominate arbitrators from liability for actions or omissions in their appointment functions, unless such actions or omissions are shown to be in bad faith. This provision encourages the efficient functioning

of the arbitration process while still maintaining a standard of accountability for any intentional wrongdoing.

- (2) The appointing authority, or an arbitral or other institution or person by whom an arbitrator is appointed or nominated, shall not be liable, by reason only of having appointed or nominated the arbitrator, for anything done or omitted by the arbitrator, the arbitrator's employees or agents in the discharge or purported discharge of the arbitrator's functions as arbitrator.**

Section 25A(2) of the SIAA addresses the liability of the appointing authority, arbitral institutions, or any person involved in the appointment or nomination of an arbitrator. Key points to understand from this section:

1. **Limitation of Liability:** Section 25A(2) establishes a limitation on the liability of the appointing authority, arbitral institutions, or any person responsible for appointing or nominating an arbitrator. It clarifies that these entities or individuals cannot be held liable solely based on the fact that they appointed or nominated the arbitrator.
2. **Scope of Immunity:** This provision ensures that the appointing authority and institutions are not held liable for the actions or omissions of the arbitrator, as well as those of the arbitrator's employees or agents, in the course of performing the arbitrator's duties. The immunity extends to actions taken in the discharge or purported discharge of the arbitrator's functions.
3. **Intent of the Provision:** The purpose of this provision is to encourage entities and individuals to take on the role of appointing arbitrators without being unduly concerned about potential legal liability for the arbitrator's conduct. It recognises that the appointing authority's responsibility is to select qualified arbitrators, and once selected, the arbitrator's actions are separate and distinct from the appointing process.
4. **Separation of Functions:** This section underscores the separation of responsibilities between the appointing authority and the arbitrator. While the appointing authority is responsible for selecting the arbitrator, the arbitrator assumes independent authority and responsibility in carrying out the arbitration proceedings.
5. **Promoting Efficient Appointments:** By providing immunity to the appointing authority, the law encourages prompt and effective arbitrator appointments. This helps streamline the arbitration process and avoids potential reluctance by entities to appoint arbitrators due to concerns about subsequent liability.
6. **Accountability of Arbitrators:** Although this provision protects the appointing authority and institutions, it does not shield arbitrators from accountability for their own actions, omissions, or any misconduct during the arbitration process. Arbitrators remain responsible for their conduct while acting in their capacity as arbitrators.

In summary, Section 25A(2) of the Singapore International Arbitration Act 1994 ensures that the appointing authority, arbitral institutions, and persons involved in appointing or nominating arbitrators are not liable solely based on the act of appointment or nomination. They are not held responsible for anything done or omitted by the arbitrator, the arbitrator's employees, or agents during the

arbitrator's discharge of functions. This provision supports the efficient functioning of the arbitration process while maintaining a clear distinction between the roles of appointing authorities and arbitrators.

(3) This section applies to an employee or agent of the appointing authority or of an arbitral or other institution or person as it applies to the appointing authority, institution or person.

Section 25A(3) of the SIAA establishes the application of the limitations on liability to employees or agents of the appointing authority, arbitral institutions, or other relevant entities. Key points to understand from this section:

Extension of Immunity: Section 25A(3) extends the immunity from liability provided in Section 25A(2) to employees or agents of the appointing authority, arbitral institutions, or any other entity involved in the appointment or nomination of an arbitrator. This means that the same limitations on liability that apply to the appointing authority or institution also apply to their employees and agents.

Consistency in Treatment: By including employees and agents within the scope of this provision, the law ensures that all individuals and entities involved in the appointment or nomination process are subject to the same principles of immunity. This consistency prevents potential confusion or gaps in liability protection.

Encouraging Participation: The extension of immunity to employees and agents aims to encourage individuals working for appointing authorities, arbitral institutions, or other relevant entities to engage actively in the arbitration process. It reinforces the concept that those involved in the administrative aspects of arbitration should not be deterred from their roles due to concerns about personal legal liability.

Acknowledging Role and Scope: This section clarifies that the protections provided apply to employees or agents while they are performing functions related to their respective entities' roles in the arbitration process. It does not provide blanket immunity for unrelated actions or activities outside the scope of their involvement in arbitration-related matters.

Consistent with the Arbitration Framework: This provision aligns with the broader framework of the SIAA, which aims to facilitate effective and efficient arbitration proceedings in Singapore. By protecting the individuals and entities involved in the appointment process from undue legal liability, the law supports the smooth functioning of the arbitration system.

In summary, Section 25A(3) of the Singapore International Arbitration Act 1994 extends the immunity from liability provided in Section 25A(2) to employees or agents of the appointing authority, arbitral institutions, or other relevant entities. This extension ensures consistency in the treatment of individuals involved in the arbitration process and encourages their active participation without undue concerns about personal legal liability. The section aligns with the overall goal of promoting effective and efficient arbitration proceedings in Singapore.

26. Transitional provisions

- (1) This Part does not apply in relation to an international arbitration between parties to an arbitration agreement that was commenced before 27 January 1995 unless the parties have (whether in the agreement or in any other document in writing) otherwise agreed.**

Section 26(1) of the SIAA addresses the applicability of the Act to international arbitrations that were commenced before a specific date. Key points to understand from this section:

1. **Commencement Date:** The provision sets a cut-off date of 27 January 1995. It specifies that this section applies to international arbitrations that were initiated before this date.
2. **Limited Applicability:** This section clarifies that the provisions contained in Part II of the SIAA, which covers the “Arbitration in Singapore” portion, do not apply to international arbitrations that were already underway prior to the specified date. As a result, the procedural rules and regulations under Part II are not automatically applied to these pre-existing arbitration proceedings.
3. **Party Agreement Exception:** The section allows for an exception. If the parties to the arbitration agreement explicitly agree, either within the arbitration agreement itself or in some other written document, that the provisions of the SIAA should apply to their ongoing arbitration proceedings that started before 27 January 1995, then the Act’s provisions would be applicable despite the commencement date.
4. **Preserving Party Autonomy:** The provision is in line with the principle of party autonomy, which is a cornerstone of arbitration. It acknowledges the parties’ ability to determine the procedural rules and governing law that will apply to their arbitration. If they choose to adopt the SIAA’s provisions for an ongoing arbitration that predates 27 January 1995, they have the flexibility to do so.
5. **Historical Context:** This section reflects the legislative intent to provide parties with the freedom to continue with their arbitration proceedings without being subjected to the changes brought about by the SIAA, which came into force on 27 January 1995. Parties were given the option to adopt the Act’s provisions if they found them advantageous for their arbitration.

In summary, Section 26(1) of the Singapore International Arbitration Act 1994 clarifies that the provisions of Part II of the Act do not apply to international arbitrations between parties to an arbitration agreement that were commenced before 27 January 1995, unless the parties explicitly agree otherwise. This section respects party autonomy and the historical context of arbitration agreements that were initiated before the SIAA came into force.

- (2) Subject to subsection (1), where the arbitral proceedings were commenced before 27 January 1995, the law governing the arbitration agreement and the arbitration is the law which would have applied if this Act had not been enacted.**

Section 26(2) of the SIAA pertains to the choice of law governing arbitration agreements and arbitral proceedings that were commenced before the enactment of the Act. Key points to understand from this section:

1. **Applicable Law:** This section establishes the governing law for arbitration agreements and arbitral proceedings that were initiated before 27 January 1995. It indicates that the law that would have applied to these agreements and proceedings, if the Singapore International Arbitration Act (SIAA) had not been enacted, will continue to govern them.
2. **Retroactive Application:** The section ensures that for ongoing arbitral proceedings that began before the SIAA came into effect on 27 January 1995, the legal framework in force at the time of commencement will continue to apply. This approach is consistent with the principle that legal rights and obligations are generally determined by the law in place at the time of their creation.
3. **Exception to Applicability:** Subsection (1) of this same section establishes an exception to the general rule set forth in subsection (2). Subsection (1) states that Section 26(2) does not apply to international arbitrations between parties to an arbitration agreement that was commenced before 27 January 1995, unless the parties have explicitly agreed otherwise. In other words, if the parties decide to adopt the provisions of the SIAA, then the law governing the arbitration agreement and proceedings will not be solely determined by the historical legal framework.
4. **Preserving Legal Certainty:** This section seeks to provide legal certainty to parties by maintaining the legal framework they initially intended when they entered into their arbitration agreement. By ensuring that the law in place at the time of commencement continues to govern, parties are protected against unexpected changes that might have occurred with the enactment of the SIAA.

In summary, Section 26(2) of the Singapore International Arbitration Act 1994 specifies that for arbitral proceedings commenced before 27 January 1995, the law governing the arbitration agreement and proceedings is the law that would have applied if the SIAA had not been enacted. This provision preserves legal certainty for ongoing arbitrations and ensures that the parties are subject to the legal framework that existed at the time of commencement, except when they explicitly agree otherwise as per subsection (1).

(3) In any written law, agreement in writing or other document, a reference to arbitration under the Arbitration Act is, so far as relevant and unless the contrary intention appears, to be construed to include a reference to arbitration under this Act.

Section 26(3) of the SIAA deals with the interpretation of references to arbitration under the previous Arbitration Act in various documents. Key points to understand from this section:

1. **Interpretive Principle:** Section 26(3) introduces an interpretive principle that guides the understanding of references to arbitration made in various written documents, including written laws, agreements, and other documents. It specifies that references to arbitration under the “Arbitration Act” should be understood to also encompass references to arbitration under the Singapore International Arbitration Act (SIAA), unless the context suggests otherwise.
2. **Seamless Transition:** This provision aims to ensure a seamless transition between the old Arbitration Act and the new Singapore International Arbitration Act. As the SIAA introduced comprehensive reforms and updates to the arbitration regime, it is important

to align the understanding of references to arbitration in documents created before and after the enactment of the SIAA.

3. **Consistency and Clarity:** By clarifying that references to arbitration under the previous Arbitration Act should be interpreted to include references to arbitration under the SIAA, this section seeks to maintain consistency and clarity in the interpretation of legal texts and documents. This interpretation reduces ambiguity and avoids confusion that might arise due to the change in the legal framework.
4. **Exception for Contrary Intention:** The subsection includes a qualifier that the interpretive principle applies “unless the contrary intention appears”. This recognises that there might be cases where the specific context or wording of a document indicates that the reference to arbitration under the old Arbitration Act was intended to be distinct from the provisions of the SIAA. In such cases, the intent of the document would prevail.

In summary, Section 26(3) of the Singapore International Arbitration Act 1994 establishes an interpretive principle that aligns references to arbitration under the old Arbitration Act with references to arbitration under the Singapore International Arbitration Act (SIAA). This principle ensures consistency, clarity, and a smooth transition between the two acts while providing flexibility for cases where the context suggests a contrary intention.

(4) For the purposes of this section, arbitral proceedings are to be taken as having commenced on the date of the receipt by the respondent of a request for the dispute to be referred to arbitration, or, where the parties have agreed in writing that any other date is to be taken as the date of commencement of the arbitral proceedings, then on that date.

Section 26(4) of the SIAA deals with the determination of when arbitral proceedings are considered to have commenced. Key points to understand from this section:

1. **Determination of Commencement:** The primary purpose of Section 26(4) is to establish a clear and definitive point of commencement for arbitral proceedings. This is crucial for determining which arbitration regime applies to the proceedings, particularly in the context of the transition between the old Arbitration Act and the new Singapore International Arbitration Act (SIAA).
2. **Default Commencement:** The subsection establishes a default commencement point for arbitral proceedings, which is the date when the respondent (the party against whom the dispute is raised) receives a request for the dispute to be referred to arbitration. This request serves as the trigger for the initiation of the arbitration process.
3. **Parties’ Agreement:** The section also accommodates instances where the parties have mutually agreed, in writing, on a different date for the commencement of arbitral proceedings. This alternative date can be established through explicit agreement between the parties, which must be in writing.
4. **Certainty and Clarity:** By providing a specific and easily identifiable event as the starting point for arbitral proceedings, this section enhances certainty and clarity in the process. It helps in determining the appropriate legal framework that applies to the arbitration and ensures a consistent approach to defining the commencement of proceedings.

5. Relevance to Transition: The section is particularly relevant in the context of transitioning from the old Arbitration Act to the SIAA. It helps resolve questions about the applicable law based on whether the arbitral proceedings had commenced before or after the enactment of the SIAA.

In summary, Section 26(4) of the Singapore International Arbitration Act 1994 serves to establish a clear and unambiguous point of commencement for arbitral proceedings. It defines this commencement either as the date of receipt of a request for arbitration by the respondent or any alternative date that the parties have mutually agreed upon in writing. This provision contributes to certainty and consistency in the arbitration process, especially during transitional periods or when determining the applicable arbitration regime.

PART 2A ARBITRATIONS RELATING TO INTELLECTUAL PROPERTY RIGHTS

26A. Interpretation of this Part

(1) In this Part, unless the context otherwise requires, “intellectual property right” or “IPR” means —

- (a) a patent;
- (b) a trade mark;
- (c) a geographical indication;
- (d) a registered design;
- (e) a copyright;
- (f) a right in a protected layout-design of an integrated circuit;
- (g) a grant of protection in respect of a plant variety;
- (h) a right in confidential information, trade secret or know-how;
- (i) a right to protect goodwill by way of passing off or similar action against unfair competition; or
- (j) any other intellectual property right of whatever nature.

Section 26A(1) of the SIAA defines the term “intellectual property right” or “IPR” within the context of the Act. Key points to understand from this section:

1. Definition of IPR: This section serves to define the term “intellectual property right” or “IPR” for the purpose of the entire Part of the SIAA. The definition provided is expansive and comprehensive, covering various forms of intellectual property rights.
2. Inclusion of Various Rights: The section enumerates a variety of intellectual property rights recognised under the law. These rights encompass different aspects of intellectual property protection, including patents, trademarks, geographical indications, registered designs, copyrights, layout-designs of integrated circuits, plant variety protection, confidential information, trade secrets, knowledge, rights related to goodwill, passing off, and protection against unfair competition.
3. Inclusive Nature: The definition is intentionally broad and inclusive, using the phrase “any other intellectual property right of whatever nature” to ensure that the list is not exhaustive and can encompass any additional intellectual property rights that may exist now or in the future.
4. Contextual Relevance: The definition clarifies that its applicability is subject to the context of the Part of the SIAA in which it is used. This means that the definition of “IPR” provided in Section 26A(1) is relevant for interpreting terms within the specific Part of the Act, but its usage could be influenced by the context in which it is employed.

5. Integration with the Part: This definition is crucial for providing a comprehensive understanding of what constitutes “intellectual property rights” within the scope of the SIAA, particularly in cases where disputes or arbitration proceedings involve issues related to intellectual property.

In summary, Section 26A(1) of the Singapore International Arbitration Act 1994 defines the term “intellectual property right” or “IPR” for the purposes of the Part in which it is used. The definition covers a wide range of intellectual property rights, ensuring that the interpretation is expansive and adaptable to various types of intellectual property disputes that may arise under the Act.

(2) In this Part, a reference to an IPR is a reference to such an IPR whether or not the IPR is registered, or subsists, in Singapore.

Section 26A(2) of the SIAA provides clarification regarding the scope of the term “intellectual property right” or “IPR” as used within the context of the Part in which it appears. Key points to understand from this section:

1. Inclusive Scope: Section 26A(2) extends the definition of “intellectual property right” (IPR) used in the Part of the SIAA to include both registered and unregistered intellectual property rights. This means that the term “IPR” encompasses rights regardless of whether they are formally registered with the relevant authorities or if they exist in an unregistered form.
2. Extraterritorial Effect: The provision clarifies that the reference to an IPR within the Part of the Act is not limited to IPRs that are registered or subsist exclusively in Singapore. This indicates that the Part of the Act is intended to cover international aspects of intellectual property disputes, regardless of the jurisdiction where the IPRs are registered or recognised.
3. Comprehensive Coverage: By including both registered and unregistered IPRs, this section ensures that the definition of IPR remains broad and adaptable to various forms of intellectual property rights, providing equal consideration to the protection of intellectual property regardless of its registered status.
4. Alignment with International Standards: The provision’s inclusivity is in line with international practices and agreements related to intellectual property, as many intellectual property rights are recognised and enforceable across borders, whether or not they are registered in a specific jurisdiction.

In summary, Section 26A(2) of the SIAA clarifies that the term “intellectual property right” or “IPR” used within the Part of the Act encompasses both registered and unregistered intellectual property rights, regardless of whether the rights are registered or subsist in Singapore. This inclusive approach reflects the broad nature of intellectual property protection and recognises the international scope of intellectual property disputes that may arise within the context of the Act.

(3) In this Part, a reference to an IPR includes an application for the registration of an IPR if the IPR is protectable by registration.

Section 26A(3) of the SIAA further clarifies the scope of the term “intellectual property right” (IPR) as used within the context of the Part in which it appears. Key points to understand from this section:

1. **Inclusion of Pending Applications:** Section 26A(3) extends the definition of “intellectual property right” (IPR) to include not only existing registered and unregistered IPRs but also pending applications for the registration of an IPR.
2. **Focus on Protectability:** The provision specifies that the inclusion of an application for registration is contingent on whether the IPR in question is protectable by registration. This means that if an IPR is eligible for protection through registration, any ongoing application for registration is considered part of the broader definition of IPR within the Part of the Act.
3. **Protection of Pending Rights:** Including pending applications recognises the potential value and protection associated with intellectual property rights that are in the process of being registered. This approach aligns with the fact that intellectual property rights can carry significant value even before they are formally registered.
4. **Comprehensive Coverage:** By encompassing both registered IPRs and pending applications for registration, this provision ensures that the Part of the Act adequately covers the full spectrum of intellectual property-related matters, ranging from established rights to those currently in the process of being recognised.

In summary, Section 26A(3) of the SIAA clarifies that the term “intellectual property right” or “IPR” used within the Part of the Act includes not only existing registered and unregistered IPRs but also applications for the registration of an IPR if the IPR is protectable by registration. This provision acknowledges the significance of pending applications for registration and ensures that the definition of IPR within the Act is comprehensive and adaptable to various stages of intellectual property protection.

(4) In this Part, “IPR dispute” includes —

- (a) a dispute over the enforceability, infringement, subsistence, validity, ownership, scope, duration or any other aspect of an IPR;**
- (b) a dispute over a transaction in respect of an IPR; and**
- (c) a dispute over any compensation payable for an IPR.**

Section 26A(4) of the SIAA provides an inclusive definition of “IPR dispute” within the context of the Part in which it appears. Key points to understand from this section:

1. **Comprehensive Coverage:** The provision is intentionally broad and inclusive, encompassing a wide range of potential disputes related to intellectual property rights (IPRs).

2. Dispute Categories:
 - a. Aspects of IPR: Subsection (a) covers disputes related to various dimensions of an IPR, such as its enforceability, infringement, subsistence, validity, ownership, scope, duration, or any other aspect that may be relevant to the particular IPR in question.
 - b. IPR Transactions: Subsection (b) includes disputes over transactions involving IPRs. This could involve disputes arising from contracts, agreements, licenses, assignments, or any other form of transaction involving the rights to an IPR.
 - c. Compensation Disputes: Subsection (c) encompasses disputes related to the compensation payable for an IPR, which could include disputes over licensing fees, royalties, damages, or any other form of financial compensation for the use or transfer of an IPR.
3. Flexibility: By providing a broad definition of “IPR dispute”, this provision ensures that the scope of the Part of the Act is flexible and adaptable to various types of disputes that may arise in the context of intellectual property.
4. Alignment with IPR Matters: Intellectual property matters can be complex and multifaceted. The comprehensive definition of “IPR dispute” reflects the intricate nature of such disputes, which can involve legal, commercial, and technical considerations.

In summary, Section 26A(4) of the SIAA defines “IPR dispute” within the context of the Act’s provisions on intellectual property rights. It encompasses disputes related to the enforceability, infringement, subsistence, validity, ownership, scope, duration, transactions, and compensation associated with IPRs. This inclusive definition ensures that the Part of the Act effectively addresses a wide range of potential disputes arising in the realm of intellectual property.

(5) In this section, “registration”, in relation to an IPR, includes the grant of the IPR.

Section 26A(5) of the SIAA provides a specific definition within the context of the section in which it appears. Key points to understand from this section:

1. Definition Clarification: The purpose of this provision is to clarify the meaning of the term “registration” as it relates to an intellectual property right (IPR).
2. Inclusion of Grant: The definition explicitly includes the concept of the “grant” of an IPR under the term “registration”. This means that when referring to the term “registration” within this section, it encompasses not only the formal act of registering an IPR but also the act of granting the IPR to the right holder.
3. Scope of the Definition: This definition expands the scope of the term “registration” to cover both the process of obtaining an IPR registration and the point at which the right holder is granted the rights associated with the IPR.
4. Relevance to IPR Disputes: The concept of “registration” or “grant” is particularly relevant in the context of intellectual property disputes, where questions of the validity and enforceability of registered rights often arise. Including the grant of an IPR within the

definition ensures that disputes involving the grant of rights are also covered by the broader term “registration”.

In summary, Section 26A(5) of the SIAA clarifies the meaning of “registration” within the context of the section. It specifies that, in relation to an IPR, “registration” includes not only the formal registration process but also the grant of the IPR to the right holder. This definition ensures that the scope of the term encompasses both the process of obtaining the registration and the act of granting the rights associated with the IPR.

26B. IPR disputes may be arbitrated

(1) The subject matter of an IPR dispute is capable of settlement by arbitration as between the parties to the IPR dispute.

Section 26B(1) of the SIAA addresses the arbitrability of intellectual property right (IPR) disputes. Key points to understand from this section:

1. **Arbitrability of IPR Disputes:** This provision confirms that disputes related to intellectual property rights (IPR) are capable of being resolved through arbitration. It asserts that the subject matter of an IPR dispute can indeed be the subject of arbitration proceedings between the parties involved in the dispute.
2. **Enabling Alternative Resolution:** By stating that IPR disputes are capable of being settled through arbitration, the provision encourages parties to resolve their IPR disputes outside of traditional court litigation. Arbitration is seen as an alternative dispute resolution mechanism that offers flexibility, confidentiality, and the opportunity for parties to choose their arbitrators and procedural rules.
3. **Party Agreement:** It is important to note that this provision emphasises the consent of the parties to arbitration. For an IPR dispute to be arbitrated, the involved parties must agree to submit their dispute to arbitration. This requirement aligns with the general principles of arbitration, where parties voluntarily agree to resolve their disputes through this method.
4. **Clarification of Arbitrability:** This provision contributes to clarifying the arbitrability of IPR disputes under Singapore law. It confirms that IPR disputes are suitable for arbitration, provided there is a mutual agreement between the parties to use arbitration as the means of dispute resolution.

In summary, Section 26B(1) of the SIAA confirms that the subject matter of intellectual property right (IPR) disputes is capable of being settled through arbitration between the involved parties. This provision underscores the importance of party agreement in determining the suitability of arbitration for resolving IPR disputes and promotes the use of arbitration as an alternative means of resolving such disputes.

(2) Subsection (1) applies whether the IPR dispute is the main issue or an incidental issue in the arbitration.

Section 26B(2) of the SIAA further elaborates on the application of the arbitrability of intellectual property right (IPR) disputes as established in subsection (1). Key points to understand from this section:

1. **Comprehensive Scope:** This provision emphasises the wide scope of application of the rule established in subsection (1). It confirms that the principle that IPR disputes are capable of settlement by arbitration applies regardless of whether the IPR dispute is the primary or central issue in the arbitration proceedings, or whether it is merely an ancillary or secondary issue.
2. **Main or Incidental Issues:** Whether the IPR dispute is the primary focus of the arbitration or arises as an incidental matter related to the main dispute, parties can still choose to have the IPR dispute resolved through arbitration. This ensures that parties have the flexibility to include IPR disputes within the scope of their arbitration agreement, even if the IPR issue is not the primary reason for initiating the arbitration.
3. **Encouraging Efficiency:** By allowing both main and incidental IPR disputes to be resolved through arbitration, this provision encourages the consolidation of related disputes. Parties can efficiently address multiple issues, including IPR-related matters, within a single arbitration proceeding, which can lead to streamlined and cost-effective dispute resolution.
4. **Clarification of Applicability:** Section 26B(2) provides clarity on the scope of IPR disputes that can be arbitrated. It ensures that parties have the autonomy to include IPR issues within their arbitration agreement, whether those issues are central to the dispute or arise as peripheral matters.

In summary, Section 26B(2) of the SIAA reinforces the application of the principle established in subsection (1) by stating that the capability of settling intellectual property right (IPR) disputes through arbitration applies to both main IPR issues and incidental IPR issues in the arbitration. This provision affirms parties' autonomy to include IPR disputes within their arbitration agreements, regardless of their significance within the overall arbitration proceedings.

(3) An IPR dispute is not incapable of settlement by arbitration only because a law of Singapore or elsewhere —

- (a) gives jurisdiction to decide the IPR dispute to a specified entity; and**
- (b) does not mention possible settlement of the IPR dispute by arbitration.**

Section 26B(3) of the SIAA addresses a common concern that might arise when considering whether an intellectual property right (IPR) dispute is capable of being resolved through arbitration. Key points to understand from this section:

1. **Jurisdiction and Arbitrability:** This provision clarifies that the mere fact that a law of Singapore or any other jurisdiction assigns jurisdiction over an intellectual property right

(IPR) dispute to a specific entity (such as a court or regulatory body) does not automatically render the dispute incapable of being settled through arbitration.

2. **Non-Mention of Arbitration:** Even if the law granting jurisdiction over the IPR dispute does not explicitly mention arbitration as a possible means of dispute resolution, this does not preclude the possibility of arbitrating the dispute. In other words, the absence of any reference to arbitration in the relevant law does not by itself prohibit the parties from choosing arbitration to resolve their IPR dispute.
3. **Preserving Party Autonomy:** This provision underscores the principle of party autonomy in arbitration. Parties to an IPR dispute have the right to choose arbitration as a method of resolving their dispute, even if the governing law assigns jurisdiction to another entity and does not explicitly address arbitration as an option.
4. **Legal Harmony:** This provision aims to harmonise the concept of arbitrability with local and international laws that might specify a particular entity for deciding IPR disputes. It prevents conflicts arising from the jurisdictional assignment while allowing parties to opt for arbitration, which is an alternative form of dispute resolution that parties are free to choose under their contractual agreements.

In summary, Section 26B(3) of the SIAA emphasises that the capability of resolving an intellectual property right (IPR) dispute through arbitration is not negated solely because a specific law designates a particular entity to have jurisdiction over such disputes and does not mention arbitration as a resolution option. This provision aligns with the principle of party autonomy and ensures that parties retain the choice to arbitrate their IPR disputes even in the presence of such laws.

(4) In subsection (3), “specified entity” means any of the following entities under the law of Singapore or elsewhere:

- (a) a court;**
- (b) a tribunal;**
- (c) a person holding an administrative or executive office;**
- (d) any other entity.**

Section 26B(4) of the SIAA provides definitions for terms used in the preceding subsection (3). Key points to understand from this section:

1. **Definition of “Specified Entity”:** This provision defines the term “specified entity”, which is used in the context of determining whether an intellectual property right (IPR) dispute is capable of being settled by arbitration. The term refers to the types of entities designated by the applicable law to have jurisdiction over IPR disputes.
2. **Types of Entities Included:** The subsection lists the categories of entities that can be considered “specified entities” under the relevant law. These categories include:
 - a. **Courts:** Judicial bodies with authority to decide legal matters.

- b. Tribunals: Entities, other than courts, established to resolve disputes in a formal and legal manner.
 - c. Administrative or Executive Offices: Individuals or entities holding positions responsible for administrative or executive functions related to IPR matters.
 - d. Any Other Entity: This catch-all category includes any entity not specifically listed but designated by law to handle IPR disputes.
3. Wide Scope: The definition encompasses a broad range of entities that may be vested with jurisdiction over IPR disputes. This reflects the diversity of institutions that can be authorised to address IPR issues under different legal systems.
 4. Arbitration vs. Specified Entities: Subsection (3) and its definition of “specified entity” aim to clarify that the potential assignment of jurisdiction over IPR disputes to specific entities, such as courts or administrative offices, does not inherently prevent parties from choosing arbitration as a method of resolving their dispute. This underscores the principle of party autonomy in arbitration.

Overall, Section 26B(4) of the SIAA provides clarity on the meaning of “specified entity” and its significance within the context of determining the arbitrability of intellectual property right (IPR) disputes under subsection (3). It ensures that parties can still opt for arbitration even if jurisdiction over IPR disputes is assigned to specific entities by the applicable law.

26C. Effect of award involving IPR

(1) This section applies if an award deciding an IPR dispute is made in arbitral proceedings.

Section 26C(1) of the SIAA sets out the scope and application of the section in relation to awards that decide intellectual property right (IPR) disputes in arbitral proceedings. Key points to understand from this section:

1. Applicability: This provision outlines the conditions under which the subsequent sections of the SIAA, particularly those related to the enforceability and recognition of arbitral awards involving intellectual property right disputes, will come into play.
2. Triggering Condition: The application of Section 26C(1) is triggered by the issuance of an arbitral award that resolves an intellectual property right (IPR) dispute. In other words, this section is relevant when the arbitral tribunal renders a decision regarding matters related to intellectual property rights.
3. Focus on IPR Disputes: The section is specifically designed to address disputes involving intellectual property rights. This highlights the recognition that such disputes can be resolved through arbitration and emphasises the importance of providing a mechanism for enforcing and recognising awards in this context.

Overall, Section 26C(1) serves as a foundational provision that determines when the subsequent sections related to the enforcement and recognition of arbitral awards in intellectual property right

(IPR) disputes will be applicable. It establishes the connection between the presence of an arbitral award on an IPR dispute and the subsequent legal framework for handling and enforcing such awards.

(2) The fact that a person is a third-party licensee or third-party holder of a security interest in respect of the IPR does not of itself make the person a person claiming through or under a party to the arbitral proceedings for the purposes of section 19B(1).

Section 26C(2) of the SIAA addresses the legal status of third-party licensees and holders of security interests in the context of arbitral proceedings involving intellectual property right (IPR) disputes. Key points to understand from this section:

1. **Third-Party Licensees and Security Interest Holders:** This provision focuses on third-party licensees (those who have been granted a license to use an IPR by the party to the arbitration) and third-party holders of security interests (those who hold a security interest in the IPR as collateral for a debt or obligation owed by a party to the arbitration).
2. **Section 19B(1) Reference:** The provision references section 19B(1) of the SIAA. Section 19B(1) deals with the finality and enforceability of arbitral awards. It establishes that an arbitral award is final and binding on parties and those claiming through or under them.
3. **Impact on Third Parties:** Section 26C(2) clarifies that merely being a third-party licensee or a third-party holder of a security interest in the IPR does not automatically make that person a “person claiming through or under a party” to the arbitral proceedings for the purposes of section 19B(1). In other words, the rights and obligations of third-party licensees or security interest holders are not directly affected by the arbitral award unless specified otherwise in the arbitration agreement or applicable law.
4. **Protection of Third Parties:** This provision helps protect the rights and interests of third-party licensees and security interest holders who are not direct parties to the arbitration but have some connection to the IPR in dispute. It ensures that their legal positions are not automatically altered or constrained by the arbitration award.

Overall, Section 26C(2) establishes that the status of being a third-party licensee or third-party holder of a security interest does not automatically render the person a “person claiming through or under a party” for the purposes of enforcing arbitral awards, ensuring that third parties’ rights and interests are preserved in the context of IPR disputes.

(3) However, subsection (2) does not affect any right or liability between a third-party licensee or third-party holder of a security interest and a party to the arbitral proceedings whether —

- (a) arising in contract; or**
- (b) arising by operation of law.**

Section 26C(3) of the SIAA further clarifies the impact of third-party licensees and security interest holders in intellectual property right (IPR) disputes within the context of arbitral proceedings. Key points to understand from this section:

1. **Preservation of Third-Party Rights:** While section 26C(2) clarifies the legal status of third-party licensees and security interest holders in relation to claims through or under a party to the arbitral proceedings, subsection (3) emphasises that the provision does not alter any pre-existing rights or liabilities that may exist between third-party licensees or security interest holders and parties to the arbitration.
2. **Contractual and Legal Rights:** The subsection specifies that any rights or liabilities that arise between a third-party licensee or third-party holder of a security interest and a party to the arbitral proceedings are unaffected by subsection (2). These rights and liabilities can stem from contractual agreements or legal principles.
3. **Contextual Clarity:** This provision ensures that the legal positions of third-party licensees and security interest holders remain intact in relation to their contractual and legal relationships with parties to the arbitration. Their rights and obligations are not altered solely by the fact that they are not considered persons “claiming through or under a party” for the purposes of enforcing arbitral awards.

In summary, Section 26C(3) clarifies that while the previous subsection (2) does not automatically consider third-party licensees and security interest holders as parties “claiming through or under a party” for enforcing arbitral awards, it does not affect the existing rights and liabilities between such third parties and the parties to the arbitral proceedings, whether based on contract or legal principles. This ensures that the contractual and legal relationships between third parties and parties to the arbitration are preserved and unaffected.

(4) In this section —

“third-party holder of a security interest”, in relation to an IPR in dispute in arbitral proceedings, means a person who —

- (a) is a holder of a security interest in respect of the IPR granted by a party to the arbitral proceedings; but**
- (b) is not a party to the arbitral proceedings;**

“third-party licensee”, in relation to an IPR in dispute in arbitral proceedings, means a person who —

- (a) is a licensee (whether or not an exclusive licensee) of the IPR under a licence granted by a party to the arbitral proceedings; but**
- (b) is not a party to the arbitral proceedings.**

Section 26C(4) of the SIAA defines key terms relevant to the involvement of third-party holders of security interests and third-party licensees in intellectual property right (IPR) disputes in the context of arbitral proceedings. Here is an analysis of this provision:

1. The subsection provides definitions for the following terms:

- a. “third-party holder of a security interest”: This term refers to a person who meets the following criteria:
 - i. They hold a security interest in the IPR that is under dispute.
 - ii. They acquired this security interest from a party involved in the arbitral proceedings.

However, they are not a party to the arbitral proceedings themselves.

- b. “third-party licensee”: This term refers to a person who meets the following criteria:
 - i. They are a licensee of the IPR that is under dispute. This license could be exclusive or non-exclusive.
 - ii. They obtained this license from a party involved in the arbitral proceedings.

Like the third-party holder of a security interest, they are not a party to the arbitral proceedings themselves.

Key points to understand from these definitions:

1. **Third-Party Interest Clarified:** The definitions provide clarity about who falls under the categories of third-party holders of security interests and third-party licensees. These individuals or entities are not directly involved in the arbitral proceedings, but their interests in the IPR being disputed could be affected by the outcome.
2. **Security Interests and Licenses:** A third-party holder of a security interest holds a security interest (like a lien or mortgage) in the IPR, which typically serves as collateral for a debt or obligation. A third-party licensee, on the other hand, holds a license to use the IPR. Both types of third parties have a vested interest in the IPR but are not parties to the arbitration themselves.
3. **Not Parties to Arbitration:** It is important to note that both third-party holders of security interests and third-party licensees are distinct from the actual parties to the arbitral proceedings. They are separate entities that have a stake in the outcome of the arbitration but are not directly participating as claimants or respondents.
4. **Clarity for Interpretation:** These definitions provide clarity to legal practitioners, arbitrators, and courts about the roles and rights of third-party holders of security interests and third-party licensees in IPR disputes conducted through arbitral proceedings. This clarity helps in interpreting and applying the relevant provisions of the law.

In summary, Section 26C(4) of the SIAA defines the terms “third-party holder of a security interest” and “third-party licensee”, clarifying the positions and roles of these third parties who have an interest in the outcome of IPR disputes in arbitral proceedings but are not parties to those proceedings themselves.

26D. Recourse against award involving IPR

- (1) For the purposes of Article 34(2)(b)(i) of the Model Law, the subject matter of a dispute is not incapable of settlement by arbitration under the law of Singapore only because the subject matter relates to an IPR dispute.**

Section 26D(1) of the SIAA addresses a specific aspect of the arbitration framework in relation to intellectual property right (IPR) disputes. Let us break down the analysis of this provision:

1. Article 34(2)(b)(i) of the Model Law: This reference is to a provision within the Model Law on International Commercial Arbitration. Article 34 of the Model Law deals with the grounds for setting aside an arbitral award, and the specific subclause (b)(i) relates to the situation where the subject matter of the dispute is not capable of settlement by arbitration under the law.
2. Purpose of Section 26D(1): This section clarifies that, for the purposes of the mentioned provision in the Model Law, an intellectual property right (IPR) dispute is not automatically deemed incapable of settlement by arbitration solely because it involves an IPR-related issue.

Implication and Significance:

1. Preservation of Arbitrability: This provision aims to ensure that disputes involving IPRs are not precluded from being resolved through arbitration based solely on the fact that they pertain to intellectual property matters. It underscores the principle that IPR disputes are arbitrable under the law of Singapore.
2. Respect for Party Autonomy: Arbitration is often chosen for its flexibility and efficiency in resolving disputes. This provision respects the autonomy of parties to an IPR dispute by acknowledging that they can agree to settle such disputes through arbitration if they so wish.
3. Alignment with International Practice: This provision aligns with international practices where IPR disputes are increasingly being resolved through arbitration. It recognises that parties involved in IPR disputes may prefer to resolve their matters privately, without necessarily resorting to litigation.
4. Encouragement of Efficient Resolution: By allowing IPR disputes to be settled through arbitration, this provision supports the efficient and specialised resolution of complex technical and legal issues by arbitrators with relevant expertise.
5. Interplay with Other Provisions: While this provision clarifies the arbitrability of IPR disputes, other aspects, such as jurisdiction and enforcement of arbitral awards, may still be subject to specific rules and considerations related to IPRs.

In summary, Section 26D(1) of the SIAA confirms that the subject matter of a dispute, even if it involves an intellectual property right (IPR) dispute, is not inherently incapable of settlement by arbitration. This aligns with the trend of resolving IPR disputes through arbitration and respects party autonomy in choosing dispute resolution mechanisms.

- (2) For the purposes of Article 34(2)(b)(ii) of the Model Law, an award is not in conflict with the public policy of Singapore only because the subject matter in respect of which the award is made relates to an IPR dispute.

Section 26D(2) of the SIAA addresses another specific aspect of the arbitration framework in relation to intellectual property right (IPR) disputes, particularly with regard to public policy considerations. Let us analyse this provision:

1. Article 34(2)(b)(ii) of the Model Law: This reference is to another provision within the Model Law on International Commercial Arbitration. Article 34 of the Model Law lists the grounds upon which an arbitral award may be set aside, and subclause (b)(ii) pertains to the situation where the award is in conflict with the public policy of the country.
2. Purpose of Section 26D(2): This section clarifies that an arbitral award is not automatically considered to be in conflict with the public policy of Singapore solely because it pertains to an intellectual property right (IPR) dispute.

Implication and Significance:

1. Public Policy Considerations: Public policy is a fundamental legal concept that refers to the principles and values that underpin the legal and societal framework of a country. Arbitral awards that violate fundamental principles of justice, morality, and public order may be set aside. This provision confirms that an award related to IPR disputes is not inherently in conflict with Singapore's public policy.
2. Promotion of Arbitration: By clarifying that an award in an IPR dispute does not automatically violate public policy, this provision reinforces Singapore's commitment to promoting arbitration as a viable and efficient means of resolving disputes, including those involving complex IPR issues.
3. Recognition of Arbitration's Flexibility: IPR disputes often involve intricate technical and legal considerations. Allowing such disputes to be resolved through arbitration, and recognising that awards related to IPRs are not per se against public policy, acknowledges the flexibility of arbitration in accommodating specialised areas of law.
4. Harmony with International Practices: This provision is in line with international trends where arbitration is being increasingly used to resolve IPR disputes. It reflects a forward-looking approach that acknowledges the importance of aligning arbitration practices with evolving legal and commercial needs.
5. Balancing Public Policy and Party Autonomy: While this provision confirms that IPR-related awards are not automatically in conflict with public policy, it is important to note that specific situations of gross misconduct or violation of core principles could still be considered against public policy.

In summary, Section 26D(2) of the SIAA clarifies that an award in an intellectual property right (IPR) dispute is not inherently in conflict with the public policy of Singapore. This underscores Singapore's commitment to fostering arbitration as an effective method of dispute resolution, even in specialised areas of law like IPR.

26E. Recognition and enforcement of award involving IPR

- (1) For the purposes of section 31(4)(a), the subject matter of the difference between the parties to a foreign award is not incapable of settlement by arbitration under the law of Singapore only because the subject matter relates to an IPR dispute.**

Section 26E(1) of the SIAA addresses a specific aspect of the arbitration framework related to the enforcement of foreign awards in cases involving intellectual property right (IPR) disputes. Let us analyse this provision:

1. Section 31(4)(a) of the SIAA: This reference points to a provision within the SIAA that deals with the enforcement of foreign arbitral awards in Singapore. Section 31(4)(a) sets out one of the grounds for refusing enforcement of a foreign arbitral award, which is when the subject matter of the dispute is not capable of settlement by arbitration under the law of Singapore.
2. Purpose of Section 26E(1): This section clarifies that the subject matter of a difference between parties to a foreign award, even if it relates to an IPR dispute, is not automatically considered incapable of settlement by arbitration under the law of Singapore for the purpose of enforcing foreign awards.

Implication and Significance:

1. Encouraging Enforcement of Foreign Awards: By explicitly stating that an IPR dispute does not inherently render the subject matter incapable of settlement by arbitration for enforcement purposes, this provision promotes the enforcement of foreign arbitral awards in cases involving IPR disputes.
2. Promotion of Arbitration in IPR Disputes: Intellectual property disputes often have international dimensions, and parties might prefer arbitration as a means of resolving such disputes. This provision aligns with Singapore's commitment to providing an arbitration-friendly environment for the resolution of IPR disputes, even when it involves enforcement of foreign awards.
3. Recognition of Party Autonomy: Arbitration relies on the principle of party autonomy, which allows parties to agree on their preferred dispute resolution mechanism. This provision respects that principle and acknowledges that parties should be free to choose arbitration for resolving IPR disputes, regardless of the jurisdiction's treatment of such disputes.
4. Consistency with International Arbitration Trends: International arbitration is increasingly used to resolve IPR disputes due to its flexibility, neutrality, and specialised expertise. This provision is in line with international practices that recognise the suitability of arbitration for resolving complex IPR matters.
5. Clarification for Enforcement Proceedings: This provision provides clarity to the enforcement authorities and courts in Singapore that an IPR dispute, when forming the subject matter of a foreign award, should not automatically be disqualified from enforcement on the grounds that it is incapable of settlement by arbitration under Singaporean law.

In summary, Section 26E(1) of the SIAA clarifies that the subject matter of a difference between parties to a foreign award, even if it relates to an intellectual property right (IPR) dispute, is not automatically deemed incapable of settlement by arbitration for the purposes of enforcing foreign awards in Singapore. This aligns with Singapore's pro-arbitration stance and encourages the enforcement of foreign arbitral awards involving IPR disputes.

(2) For the purposes of section 31(4)(b), it is not contrary to the public policy of Singapore to enforce an award only because the award is in respect of a subject matter that relates to an IPR dispute.

Section 26E(2) of the SIAA addresses another aspect of enforcing foreign arbitral awards in cases involving intellectual property right (IPR) disputes. Let us analyse this provision:

1. Section 31(4)(b) of the SIAA: This reference points to a provision within the SIAA that deals with the enforcement of foreign arbitral awards in Singapore. Section 31(4)(b) sets out one of the grounds for refusing enforcement of a foreign arbitral award, which is when the enforcement of the award would be contrary to the public policy of Singapore.
2. Purpose of Section 26E(2): This section clarifies that enforcing an award solely because it is related to an IPR dispute is not inherently considered to be contrary to the public policy of Singapore for the purpose of enforcing foreign awards.

Implication and Significance:

1. Encouraging Enforceability of IPR-Related Awards: By stating that enforcing an award related to an IPR dispute is not automatically contrary to public policy, this provision promotes the enforcement of foreign arbitral awards in cases involving IPR disputes. It acknowledges that the resolution of IPR disputes through arbitration is a legitimate and accepted means of settling such matters.
2. Supporting International Commercial Arbitration: Many international commercial transactions involve IPRs. This provision aligns with Singapore's commitment to promoting international arbitration as an effective mechanism for resolving cross-border disputes, including those related to IPRs.
3. Avoiding Overreach of Public Policy Exception: The public policy exception for refusing enforcement of arbitral awards is meant to be narrowly construed. This provision clarifies that a mere connection to an IPR dispute should not automatically trigger this exception, preserving the integrity of the public policy ground for refusal.
4. Recognition of Party Autonomy: Parties often choose arbitration to resolve IPR disputes due to its expertise, confidentiality, and neutrality. This provision respects the parties' autonomy to select arbitration as a dispute resolution mechanism for IPR-related matters.
5. Consistency with International Arbitration Practices: The provision is in line with international trends that recognise the suitability of arbitration for resolving IPR disputes and emphasise the importance of not automatically challenging awards in this context on the grounds of public policy.

6. Clarity for Enforcement Proceedings: By clarifying that enforcing an award solely because it relates to an IPR dispute is not automatically contrary to public policy, this provision provides clarity to enforcement authorities and courts when evaluating awards in IPR-related cases.

In summary, Section 26E(2) of the SIAA clarifies that enforcing an award solely because it is in respect of a subject matter related to an intellectual property right (IPR) dispute is not automatically deemed contrary to the public policy of Singapore for the purposes of enforcing foreign arbitral awards. This provision supports the enforceability of awards in IPR-related cases and upholds Singapore's pro-arbitration stance for resolving international commercial disputes.

26F. Judgments entered in terms of award involving IPR

(1) This section applies if —

- (a) an award (whether made in or outside Singapore) deciding an IPR dispute is made in arbitral proceedings; and
- (b) a judgment in terms of the award is entered under section 19 or 29.

Section 26F(1) of the SIAA addresses the scenario where an award deciding an intellectual property right (IPR) dispute is made in arbitral proceedings and a judgment in terms of that award is entered under specific sections of the SIAA. Let us analyse this provision:

1. Context and Purpose:
 - a. This section operates in the context of enforcing an award in relation to an IPR dispute.
 - b. It refers to the entry of a judgment in terms of the award, which means that the award itself can be treated as a judgment of a court, enabling enforcement through judicial mechanisms.
2. Analysis of Section 26F(1):
 - a. Award Deciding an IPR Dispute: This clause pertains to an award that has been made in arbitral proceedings. The subject matter of this award is the resolution of an IPR dispute.
 - b. Judgment in Terms of the Award: This clause refers to the process of entering a judgment based on the award under specific sections of the SIAA. Specifically, it mentions sections 19 and 29.
3. Section 19: This section pertains to the enforcement of an award in the same manner as a judgment or an order of the court. If an award is entered as a judgment under section 19, it can be enforced as if it were a court judgment.

4. Section 29: This section relates to the enforcement of foreign awards. If a foreign award that decides an IPR dispute is recognised and enforced under section 29, it is treated as if it were a judgment of the court.
5. (a) and (b) Combined: This provision comes into effect when both conditions mentioned in (a) and (b) are satisfied. In other words, it applies when an award resolving an IPR dispute is made through arbitral proceedings, and a judgment based on that award is entered under section 19 or section 29 of the SIAA.
6. Purpose of Section 26F(1):
 - a. The provision ensures that when an award in an IPR dispute is made in arbitral proceedings and a judgment based on that award is entered, the judgment's enforcement mechanisms and procedures apply.
 - b. It extends the recognition and enforcement aspects of the SIAA to situations where IPR disputes are resolved through arbitration and the resultant award is treated as a judgment for enforcement purposes.
7. Enforcement of IPR Awards: This provision contributes to the enforceability of awards in IPR disputes, whether they are domestic or foreign awards. By allowing the award to be entered as a judgment, the mechanisms available for enforcing court judgments can be utilised to enforce the arbitral award.
8. Promotion of Arbitration for IPR Disputes: Enabling awards to be treated as judgments for enforcement purposes further supports the utilisation of arbitration for resolving IPR disputes. This aligns with the objective of providing efficient and effective means of dispute resolution for parties involved in IPR-related conflicts.
9. Alignment with International Practices: The provision is in line with international arbitration practices that emphasise the enforceability of arbitral awards, especially those related to intellectual property.

In summary, Section 26F(1) of the SIAA applies when an award deciding an intellectual property right (IPR) dispute is made in arbitral proceedings, and a judgment in terms of the award is entered under sections 19 or 29 of the SIAA. This provision enhances the enforceability of IPR-related awards by allowing them to be treated as judgments for enforcement purposes, thus promoting the use of arbitration to resolve IPR disputes.

(2) Sections 19B(1) and 29(2) apply in relation to the judgment as if —

- (a) the reference in section 19B(1) to an award made by an arbitral tribunal pursuant to an arbitration agreement were a reference to the judgment; and**
- (b) the reference in section 29(2) to a foreign award were a reference to the judgment.**

Section 26F(2) of the SIAA pertains to the application of sections 19B(1) and 29(2) of the SIAA in relation to the judgment that has been entered based on an award deciding an intellectual property right (IPR) dispute. Let us analyse this provision:

1. Context:
 - a. This provision applies in cases where an award deciding an IPR dispute is made in arbitral proceedings and a judgment is entered based on that award under sections 19 or 29 of the SIAA.
 - b. The purpose is to specify how sections 19B(1) and 29(2) of the SIAA apply to the judgment resulting from the arbitration proceedings.
2. Analysis of Section 26F(2):
 - a. (a) Application to Section 19B(1): This clause addresses the application of section 19B(1) to the judgment.
 - b. Section 19B(1): This section establishes that an award made by an arbitral tribunal pursuant to an arbitration agreement is final and binding on the parties and those claiming through or under them. It further states that the award can be relied upon by any party as a defence, set-off, or otherwise in any proceedings in a court of competent jurisdiction.
3. Interpretation: In the context of a judgment entered based on an award, section 26F(2)(a) explains that the reference to “award” in section 19B(1) is to be understood as a reference to the judgment itself.
4. (b) Application to Section 29(2): This clause addresses the application of section 29(2) to the judgment.
5. Section 29(2): This section relates to the recognition and enforcement of foreign arbitral awards. It states that a foreign award that has become binding on the parties can be recognised as binding and enforced upon application to a competent court, and the court may refuse enforcement only on the grounds specified in Article 36 of the Model Law.
6. Interpretation: In the context of a judgment entered based on an award, section 26F(2)(b) clarifies that the reference to “foreign award” in section 29(2) is to be understood as a reference to the judgment itself.
7. Purpose of Section 26F(2):
 - a. This provision ensures that the provisions of sections 19B(1) and 29(2) of the SIAA apply seamlessly to the judgment that has been entered based on an award resolving an IPR dispute.
 - b. It aligns the interpretation of terms used in these sections with the context of a judgment, allowing the judgment to have the same enforceability as an award and a foreign award, respectively.
 - c. Streamlined Enforcement Mechanism: By extending the applicability of sections 19B(1) and 29(2) to the judgment, parties can utilise the enforcement mechanisms established by the SIAA for arbitral awards and foreign arbitral awards, respectively. This ensures consistency in the enforcement process for judgments resulting from arbitration proceedings.

- d. **Promotion of Enforceability:** This provision contributes to the overall enforceability of arbitration awards and judgments, further promoting the efficacy of arbitration as a means of resolving disputes, particularly those involving intellectual property rights.

In summary, Section 26F(2) of the SIAA specifies how sections 19B(1) and 29(2) apply to a judgment that is entered based on an award resolving an intellectual property right (IPR) dispute. It ensures that the provisions related to the enforceability of awards and foreign awards are adapted to the context of a judgment, enabling seamless and consistent enforcement mechanisms for parties involved in IPR disputes resolved through arbitration.

(3) In this section, “award” includes a declaratory award.

Section 26F(3) of the SIAA provides an inclusive definition of the term “award” for the purpose of this section. Let us analyse this provision:

1. **Definition of “Award”:**
 - a. The section defines “award” as including a “declaratory award”.
 - b. An award in the context of arbitration typically refers to a decision made by an arbitral tribunal that resolves the substantive issues in dispute between the parties.
 - c. A declaratory award, however, is an award that primarily provides a declaration or determination of the rights, obligations, or legal status of the parties involved in the dispute, without necessarily ordering specific remedies or damages.
2. **Purpose of Including “Declaratory Award”:**
 - a. Including a declaratory award in the definition of “award” under this section reflects the intention of the legislation to ensure that the provisions related to the subject matter of the section, particularly sections 19B(1) and 29(2), apply to both traditional awards and declaratory awards.
 - b. Declaratory awards can have significant legal consequences, especially in cases where parties seek clarity on their rights or the interpretation of contractual provisions without seeking specific remedies.
3. **Implications:**
 - a. This inclusion recognises that the term “award” encompasses not only awards that order specific remedies or relief but also those that provide declaratory determinations.
 - b. The application of the section to declaratory awards indicates that the enforceability, recognition, and enforcement mechanisms for judgments resulting from arbitral proceedings extend to both types of awards.
4. **Effect on Enforcement and Recognition:**

- a. By considering declaratory awards as falling within the scope of this section, the law ensures that parties can benefit from the established mechanisms for enforcement and recognition of judgments, even if those judgments are primarily declaratory in nature.
 - b. This provision reinforces the notion that parties can turn to arbitration to obtain legally binding and enforceable declarations of rights and obligations.
5. Overall Purpose:
- a. The purpose of including “declaratory award” in the definition is to prevent any ambiguity and ensure that the provisions of this section, particularly sections 19B(1) and 29(2), are applicable regardless of whether the award is declaratory or involves specific remedies.
 - b. This contributes to the predictability and effectiveness of arbitration as a dispute resolution mechanism, including in cases where parties seek declaratory relief.

In summary, Section 26F(3) of the SIAA clarifies that the term “award” in the context of this section includes a declaratory award. This ensures that the provisions related to the subject matter of the section apply to both traditional awards and declaratory awards, reinforcing the enforceability and recognition of arbitration outcomes, even when they involve declaratory determinations of rights and obligations.

26G. Validity of patent may be put in issue in arbitral proceedings

Section 82(2) of the Patents Act 1994 does not prevent a party from putting the validity of a patent in issue in arbitral proceedings.

Section 26G of the SIAA addresses the relationship between arbitration proceedings and the validity of patents under Section 82(2) of the Patents Act 1994. Let us analyse this provision:

1. Section 82(2) of the Patents Act 1994:
 - a. Section 82(2) of the Patents Act 1994 is not provided in your inquiry but appears to be a reference to a provision in the Patents Act 1994 of some jurisdiction.
 - b. The exact content of Section 82(2) is not provided, but based on the context, it likely pertains to a provision that might restrict or impact the ability of parties to challenge the validity of a patent in certain contexts or forums.
2. Section 26G’s Implication:
 - a. Section 26G of the SIAA clarifies that Section 82(2) of the Patents Act 1994, whatever its content may be, does not prevent a party from raising the issue of the validity of a patent in arbitral proceedings.

- b. This means that even if there are limitations or restrictions in the Patents Act regarding where or when patent validity can be challenged, those restrictions do not apply to arbitration proceedings.
3. Impact on Arbitration Proceedings:
 - a. By stipulating that patent validity can be challenged in arbitral proceedings regardless of any limitations in the Patents Act, Section 26G reinforces the principle that arbitration allows parties flexibility and autonomy in choosing the forum to resolve their disputes, including issues related to patent validity.
 - b. Arbitration enables parties to resolve their disputes privately, and this provision ensures that they can address matters such as patent validity without being constrained by the rules of other legal frameworks.
4. Importance of Party Autonomy:
 - a. Party autonomy is a key principle in arbitration, allowing parties to decide on the procedure, forum, and rules for resolving their disputes.
 - b. Section 26G aligns with this principle by affirming that parties can determine whether to challenge the validity of a patent in their chosen arbitration proceedings, irrespective of any statutory restrictions.
5. Overall Effect:
 - a. Section 26G underscores the flexibility and effectiveness of arbitration as a dispute resolution mechanism, particularly in cases involving intellectual property rights.
 - b. It emphasises that parties can bring patent validity challenges before arbitral tribunals even if other legal provisions might limit such challenges in other forums.
 - c. This provision can provide parties with a viable and efficient option for resolving patent-related disputes without being hindered by jurisdictional limitations imposed by other laws.

In summary, Section 26G of the SIAA clarifies that Section 82(2) of the Patents Act 1994 does not prevent parties from challenging the validity of a patent in arbitral proceedings. This provision underscores the autonomy and flexibility that arbitration offers parties in addressing patent-related disputes, irrespective of potential restrictions in patent law.

PART 3 FOREIGN AWARDS

27. Interpretation of this Part

(1) In this Part, unless the context otherwise requires —

“agreement in writing” includes an agreement contained in an exchange of letters, telegrams, telefacsimile or in a communication by teleprinter;

“arbitral award” has the meaning given by the Convention, but also includes an order or a direction made or given by an arbitral tribunal in the course of an arbitration in respect of any of the matters set out in section 12(1)(c) to (j);

“arbitration agreement” means an agreement in writing of the kind referred to in paragraph 1 of Article II of the Convention;

“Convention” means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards adopted in 1958 by the United Nations Conference on International Commercial Arbitration at its twenty-fourth meeting, the English text of which is set out in the Second Schedule;

“Convention country” means a country (other than Singapore) that is a Contracting State within the meaning of the Convention;

“court” means the General Division of the High Court in Singapore;

“foreign award” means an arbitral award made pursuant to an arbitration agreement in the territory of a Convention country other than Singapore.

Section 27(1) of the SIAA provides definitions for various terms used in the Act. Let us analyse each of the defined terms:

1. “Agreement in writing”:
 - a. The term “agreement in writing” is defined to encompass not only traditional written agreements but also agreements contained in various forms of communication, such as letters, telegrams, telefacsimile (fax), and communication by teleprinter.
 - b. This definition recognises the modern forms of communication commonly used in business and commercial transactions and ensures that agreements conveyed through these means are considered valid.
2. “Arbitral award”:
 - a. This definition incorporates the meaning given to “arbitral award” by the Convention, which refers to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards adopted in 1958.

- b. Additionally, it includes a broader scope, encompassing orders or directions issued by an arbitral tribunal in the course of arbitration for matters specified in section 12(1)(c) to (j) of the SIAA.
 - c. This expanded definition recognises the various types of decisions and rulings that an arbitral tribunal might issue during the arbitration process.
 3. “Arbitration agreement”:
 - a. This term is defined in reference to Article II(1) of the Convention.
 - b. It covers agreements in writing that provide for arbitration to resolve disputes arising between parties.
 - c. The definition aligns with international arbitration principles and ensures clarity in the context of the SIAA.
 4. “Convention”:
 - a. Refers to the “Convention on the Recognition and Enforcement of Foreign Arbitral Awards” adopted in 1958 by the United Nations Conference on International Commercial Arbitration.
 - b. The English text of the Convention is provided in the Second Schedule of the SIAA.
 - c. The Convention sets the framework for the recognition and enforcement of foreign arbitral awards across different jurisdictions.
 5. “Convention country”:
 - a. Defined as a country, other than Singapore, that is a Contracting State within the meaning of the Convention.
 - b. Refers to jurisdictions that are parties to the Convention and are bound by its provisions.
 6. “Court”:
 - a. Refers to the General Division of the High Court in Singapore.
 - b. This definition specifies the court where matters related to the SIAA will be heard and decided.
 7. “Foreign award”:
 - a. Refers to an arbitral award made pursuant to an arbitration agreement in a Convention country other than Singapore.
 - b. Recognises awards issued in other Contracting States under the framework of the Convention.
 8. Overall Implications:

- a. Section 27(1) provides essential definitions to establish the scope and terminology used in the SIAA.
- b. The definitions reflect the Act's alignment with international standards, particularly the Convention, and modern practices in commercial transactions.
- c. The definitions ensure that terms used in the SIAA are clear and consistent, minimising ambiguity and promoting the effectiveness of the arbitration process in Singapore.

In summary, Section 27(1) of the SIAA defines key terms used throughout the Act, ensuring consistency, clarity, and alignment with international arbitration standards and modern communication methods.

(2) In this Part, where the context so admits, “enforcement”, in relation to a foreign award, includes the recognition of the award as binding for any purpose, and “enforce” and “enforced” have corresponding meanings.

Section 27(2) of the SIAA provides specific meanings for the terms “enforcement”, “enforce”, and “enforced” within the context of the Act, particularly when referring to foreign awards. Let us analyse the implications of this provision:

1. “Enforcement”:
 - a. In the context of foreign awards, “enforcement” is given a broader meaning beyond the traditional concept of executing or carrying out the terms of an award.
 - b. The provision explicitly states that “enforcement” includes not only the execution of the award but also the recognition of the award as binding for any purpose.
 - c. This expanded definition recognises that the legal recognition and binding effect of a foreign award can have implications beyond merely executing the award's terms. It can impact legal rights, obligations, and consequences in various ways.
2. “Enforce” and “Enforced”:

 - a. These terms have corresponding meanings to “enforcement”.
 - b. “Enforce” encompasses not only the act of executing a foreign award but also the broader concept of ensuring its legal recognition and binding effect.
 - c. “Enforced” refers to the past tense of “enforce” and carries the same broader implication.

3. Overall Implications:
 - a. Section 27(2) broadens the scope of the terms “enforcement”, “enforce”, and “enforced” in the context of foreign awards.

- b. The provision acknowledges that the effects of recognising a foreign award as binding can extend beyond the mere execution of its terms. It can have legal implications in various contexts.
- c. This expansion aligns with the goals of international arbitration, where the recognition and enforcement of foreign awards contribute to the consistency and efficacy of international dispute resolution.
- d. The provision clarifies that the terms are used in this broader sense within the context of the Act, ensuring clear and consistent interpretation of these terms throughout the legislation.

In summary, Section 27(2) of the SIAA provides a broader interpretation of the terms “enforcement”, “enforce”, and “enforced” in relation to foreign awards, acknowledging that the legal recognition and binding effect of an award have wider implications beyond executing its terms.

(3) For the purposes of this Part, a body corporate is taken to be habitually resident in a country if it is incorporated or has its principal place of business in that country.

Section 27(3) of the SIAA provides a definition of the concept of habitual residence for the purpose of determining the status of a body corporate within the context of the Act. Let us analyse the implications of this provision:

1. Habitual Residence of a Body Corporate:
 - a. The provision specifies that a body corporate is considered to be habitually resident in a country if it meets one of the following criteria:
 - b. It is incorporated in that country.
 - c. It has its principal place of business in that country.
 - d. This definition is relevant in cases where the habitual residence of a body corporate in a specific country impacts its legal status within the scope of the Act.
2. Purpose of the Definition:
 - a. The purpose of this definition is to establish a clear criterion for determining the habitual residence of a body corporate for the purposes of the Act.
 - b. The definition is likely to be significant when determining matters such as the nationality of a party, the jurisdiction of a court or tribunal, or other legal issues that may arise in the context of international arbitration and enforcement of awards.
3. Implications:
 - a. The definition helps provide clarity and consistency in interpreting the concept of habitual residence within the context of the Act.

- b. It facilitates the application of the Act to situations involving body corporates incorporated or having their principal place of business in specific countries.
 - c. The definition ensures that the legal status of a body corporate is appropriately determined based on its incorporation or principal place of business.
4. International and Cross-Border Implications:
- a. International and cross-border disputes are common in the context of international arbitration.
 - b. Determining the habitual residence of a body corporate is important when dealing with issues of jurisdiction, enforcement, and the application of laws in various jurisdictions.
 - c. This definition helps provide a clear standard that can be applied consistently across different jurisdictions when interpreting the legal status of a body corporate.
5. Legal Predictability:
- a. The definition enhances legal predictability by establishing a specific criterion for determining the habitual residence of a body corporate.
 - b. Parties involved in arbitration proceedings can refer to this definition to understand how the habitual residence of a body corporate is determined under the Act.

In summary, Section 27(3) of the SIAA provides a definition of habitual residence for body corporates in the context of the Act. This definition helps establish a clear standard for determining the habitual residence of a body corporate based on its incorporation or principal place of business, contributing to legal clarity and predictability in international arbitration and enforcement of awards.

28. Application of this Part

(1) This Part applies to arbitration agreements made before 27 January 1995 as it applies to arbitration agreements made on or after that date.

Section 28(1) of the SIAA addresses the temporal applicability of the provisions within Part III of the Act, which pertains to the recognition and enforcement of foreign arbitral awards. Let us break down the implications of this provision:

1. Retroactive Application:
 - a. Section 28(1) ensures that the provisions in Part III of the SIAA apply to arbitration agreements made both before and after 27 January 1995.
 - b. This means that the legal framework for the recognition and enforcement of foreign arbitral awards provided by Part III applies regardless of when the arbitration agreement was entered into.

2. **Ensuring Uniformity:** By applying the same provisions to arbitration agreements made before and after the specified date, the Act aims to establish a consistent legal framework for the recognition and enforcement of foreign arbitral awards, regardless of when the dispute arose or the agreement was made.
3. **Eliminating Ambiguity:** The provision helps avoid ambiguity by clarifying that the rules for the recognition and enforcement of foreign arbitral awards under Part III of the SIAA apply universally, without distinction based on the date of the arbitration agreement.
4. **Alignment with International Norms:** The uniform application of the provisions regarding the recognition and enforcement of foreign arbitral awards is in line with international arbitration standards and conventions, promoting predictability and consistency in the enforcement of arbitration awards.
5. **Encouraging Use of Arbitration:** Ensuring that the enforcement regime is consistent for arbitration agreements regardless of their date of formation may encourage parties to opt for arbitration as a dispute resolution mechanism, as they can expect the same level of enforcement protection for older and newer agreements.
6. **Legislative Intent:** The provision reflects the legislative intent to modernise and update the arbitration law in Singapore and align it with international best practices.

In summary, Section 28(1) of the SIAA ensures that the provisions within Part III of the Act, relating to the recognition and enforcement of foreign arbitral awards, apply to arbitration agreements made before 27 January 1995 in the same manner as they apply to agreements made on or after that date. This provision promotes consistency, predictability, and the alignment of Singapore's arbitration framework with international norms.

(2) This Part does not apply to foreign awards made before 19 November 1986.

Section 28(2) of the SIAA addresses the temporal applicability of Part III of the Act, specifically in relation to foreign awards made before a certain date. Let us delve into the implications of this provision:

1. **Scope of Exclusion:**
 - a. Section 28(2) explicitly states that Part III of the SIAA does not apply to foreign awards that were made before 19 November 1986.
 - b. This exclusion applies only to foreign awards that fall within the specified timeframe.
2. **Transition Period:**
 - a. The provision establishes a cut-off date before which foreign awards are exempted from the enforcement and recognition provisions outlined in Part III of the SIAA.

- b. The intention behind this exclusion might be to recognise that the legal landscape and international arbitration practices could have been different before the specified date.
- 3. Reflecting Historical Context:
 - a. The selected date, 19 November 1986, might have relevance to the historical development of international arbitration treaties, conventions, or the legal framework in Singapore.
 - b. This provision might have been included to acknowledge and respect the state of international arbitration law before the SIAA was enacted.
- 4. Encouraging Clarity and Predictability: By specifying a cut-off date for the applicability of Part III, the provision aims to bring clarity and predictability to the enforcement regime for foreign awards in Singapore.
- 5. Balancing Legal Principles and Certainty: The provision might be a result of balancing legal principles with the need for legal certainty. It recognises that international arbitration practices evolve over time and ensures that older foreign awards are not subjected to contemporary enforcement rules that did not exist when those awards were made.
- 6. Preserving Finality of Older Awards: Excluding foreign awards made before 19 November 1986 from the scope of Part III might be aimed at preserving the finality and legal status of awards that were decided under different legal regimes.

In summary, Section 28(2) of the SIAA indicates that Part III of the Act, which concerns the recognition and enforcement of foreign awards, does not apply to foreign awards made before 19 November 1986. This provision acknowledges the historical context of international arbitration and ensures that awards predating the specified date are not subject to contemporary enforcement rules. It also promotes legal clarity and predictability by defining a clear scope for the applicability of Part III.

29. Recognition and enforcement of foreign awards

(1) Subject to this Part, a foreign award may be enforced in a court either by action or in the same manner as an award of an arbitrator made in Singapore is enforceable under section 19.

Section 29(1) of the SIAA outlines the methods by which a foreign arbitral award can be enforced in a court within Singapore. Let us analyse the key points and implications of this provision:

- 1. Flexibility in Enforcement Methods:
 - a. Section 29(1) provides flexibility in how a foreign arbitral award can be enforced in a Singapore court. It allows for two methods: through an action or in the same manner as a domestically made award enforceable under Section 19 of the SIAA.
 - b. This flexibility ensures that parties seeking to enforce foreign awards have multiple avenues to choose from, based on their specific circumstances and preferences.

2. Parallel Enforcement:
 - a. The provision draws a parallel between the enforcement of foreign awards and domestic awards made in Singapore.
 - b. It signifies the intention to create a unified enforcement mechanism, treating both foreign and domestic awards similarly when it comes to their recognition and enforceability in Singapore.
3. Alignment with International Standards:
 - a. By enabling foreign awards to be enforced in the same manner as domestic awards, the provision aligns Singapore's enforcement process with international standards, such as the United Nations Commission on International Trade Law (UNCITRAL) Model Law.
 - b. This alignment enhances Singapore's status as an arbitration-friendly jurisdiction that adheres to internationally recognised practices.
4. Consistency and Predictability: This provision contributes to consistency and predictability in enforcement procedures. Parties can expect a coherent approach for enforcing both foreign and domestic awards in Singapore.
5. Efficiency and Expediency: Allowing foreign awards to be enforced through the same methods as domestic awards can expedite the enforcement process. It reduces the need for parties to navigate different enforcement procedures for different types of awards.
6. Clarity in Choice of Enforcement Method:
 - a. The provision clarifies that a foreign award can be enforced either through an action or by using the procedures outlined in Section 19.
 - b. This clarity helps parties understand their options and the procedures involved, thereby facilitating their decision-making during the enforcement process.

In summary, Section 29(1) of the SIAA establishes the methods by which a foreign arbitral award can be enforced in a Singapore court. It offers flexibility, aligns with international standards, and promotes consistency and predictability in the enforcement process. This provision aims to create an efficient and user-friendly enforcement framework for both foreign and domestic arbitral awards in Singapore.

(2) Any foreign award which is enforceable under subsection (1) must be recognised as binding for all purposes upon the persons between whom it was made and may accordingly be relied upon by any of those parties by way of defence, set-off or otherwise in any legal proceedings in Singapore.

Section 29(2) of the SIAA addresses the recognition and enforceability of foreign arbitral awards in Singapore and outlines the effects of enforcing such awards. Here is an analysis of this provision:

1. Recognition and Binding Nature:

- a. Section 29(2) emphasises that a foreign award, once enforceable under Section 29(1), is to be recognised as binding for all purposes. This means that the award carries the same legal weight and effect as any other binding judgment or court order.
 - b. The provision underscores the significance of foreign arbitral awards and their role in resolving disputes between parties involved in international arbitration.
2. **Principle of Finality:** By allowing a foreign award to be relied upon “for all purposes”, the provision upholds the principle of finality in arbitration. Once a foreign award has been recognised and enforced, it attains a level of conclusiveness that prevents parties from re-litigating the same issues in subsequent legal proceedings.
 3. **Wide Applicability in Legal Proceedings:**
 - a. Section 29(2) establishes that the binding nature of the foreign award extends to various types of legal proceedings in Singapore. Parties to the award can use it as a defence, set-off, or otherwise in any legal proceedings.
 - b. This provision ensures that parties can effectively assert their rights and interests based on the enforceable foreign award in any relevant context.
 4. **Efficiency and Use in Multiple Proceedings:** Allowing parties to rely on the foreign award in various legal proceedings promotes efficiency and prevents duplication of efforts. Parties can leverage the same award to establish their positions in different cases, avoiding unnecessary repetition of arguments and evidence.
 5. **Incentive for International Arbitration:**
 - a. Section 29(2) reinforces Singapore’s commitment to supporting international arbitration. It provides parties with the assurance that a properly enforced foreign award will have legal force and can be invoked in various legal contexts.
 - b. This recognition encourages parties to opt for arbitration as a means of dispute resolution, contributing to Singapore’s reputation as an arbitration-friendly jurisdiction.
 6. **Consistency with International Standards:** The provision aligns with international standards and practices concerning the enforcement of foreign arbitral awards. It reflects principles found in the New York Convention, which facilitates the enforcement of arbitral awards across multiple jurisdictions.

In summary, Section 29(2) of the SIAA establishes the binding nature of foreign arbitral awards that have been enforced under Section 29(1). It highlights the finality and wide applicability of these awards in legal proceedings, promoting efficiency, predictability, and the attractiveness of Singapore as a hub for international arbitration.

30. Evidence

- (1) In any proceedings in which a person seeks to enforce a foreign award by virtue of this Part, the person must produce to the court —**
- (a) the duly authenticated original award or a duly certified copy thereof;**
 - (b) the original arbitration agreement under which the award purports to have been made, or a duly certified copy thereof; and**
 - (c) where the award or agreement is in a foreign language, a translation of it in the English language, duly certified in English as a correct translation by a sworn translator or by an official or by a diplomatic or consular agent of the country in which the award was made.**

Section 30(1) of the SIAA outlines the requirements for producing documents in proceedings aimed at enforcing a foreign arbitral award. Here is an analysis of this provision:

1. **Necessity of Document Production:** Section 30(1) emphasises the importance of proper documentation when seeking to enforce a foreign award in Singapore. It sets out the mandatory documents that the person seeking enforcement must provide to the court.
2. **Authentication and Certification:**
 - a. The provision mandates the submission of the “duly authenticated original award” or a “duly certified copy thereof”. This requirement ensures the authenticity of the award and provides evidence of its validity.
 - b. The requirement for the “original arbitration agreement” or a “duly certified copy thereof” serves a similar purpose. It helps establish the existence of a valid arbitration agreement that underpins the award.
3. **Translation Requirement:**
 - a. If the award or the arbitration agreement is in a foreign language, the provision requires the submission of an English translation. This is essential for the court’s understanding of the contents of the award and the agreement.
 - b. The translation must be “duly certified in English as a correct translation” by specific individuals or entities. This certification adds credibility to the translation and ensures its accuracy.
4. **Promoting Clarity and Validity:** By specifying the documents that need to be submitted, the provision ensures that the court has access to the necessary information to assess the enforceability of the foreign award. This promotes transparency and helps prevent the enforcement of invalid or improperly obtained awards.
5. **Compliance with International Standards:**

- a. The requirement for producing authenticated or certified copies of the award and the arbitration agreement aligns with international norms for the enforcement of foreign arbitral awards.
 - b. The translation requirement is common in many jurisdictions, facilitating the understanding of foreign-language documents in legal proceedings.
6. **Enhancing Efficiency:** Requiring parties to submit the necessary documents at the outset of enforcement proceedings streamlines the process. It allows the court to make informed decisions promptly, reducing delays and unnecessary procedural steps.
 7. **Safeguarding the Integrity of the Process:** The provisions for authentication, certification, and translation help prevent the submission of forged or misleading documents. This safeguards the integrity of the enforcement process and maintains the legitimacy of foreign awards.

In summary, Section 30(1) of the SIAA establishes a clear and structured framework for the production of documents when seeking to enforce a foreign arbitral award. By mandating the submission of authenticated, certified, and translated documents, the provision ensures the transparency, accuracy, and credibility of the enforcement process while adhering to international standards.

(2) A document produced to a court in accordance with this section is, upon mere production, to be received by the court as prima facie evidence of the matters to which it relates.

Section 30(2) of the SIAA addresses the evidentiary value of documents produced to a court in enforcement proceedings related to foreign arbitral awards. Here is an analysis of this provision:

1. **Prima Facie Evidence:**
 - a. Section 30(2) establishes a rule of evidence that applies specifically to the documents produced in accordance with Section 30(1).
 - b. The provision states that when a document is produced to the court as required by Section 30(1), it is to be received by the court as “prima facie evidence” of the matters to which the document relates.
2. **Simplified Evidentiary Standard:**
 - a. “Prima facie evidence” means that the document, when presented to the court, is presumed to be true and accurate on its face unless there is contradictory evidence presented.
 - b. This provision simplifies the evidentiary process by allowing the court to initially accept the documents as genuine and accurate without requiring extensive additional proof.
3. **Ensuring Efficiency in Proceedings:** By establishing the prima facie evidence standard, the provision promotes efficiency in enforcement proceedings. It eliminates the need for

parties to establish the authenticity or accuracy of the documents at the outset, which could otherwise lead to unnecessary delays.

4. Evidentiary Presumption:
 - a. While the documents are accepted as prima facie evidence, the court still retains the authority to evaluate the weight and credibility of the evidence.
 - b. If the opposing party wishes to challenge the authenticity, accuracy, or relevance of the documents, they would need to present counter-evidence to rebut the prima facie presumption.
5. Balancing the Interests of Parties: The provision strikes a balance between the interests of the party seeking enforcement and the party against whom enforcement is sought. It provides a starting point where the court can consider the documents as credible evidence while allowing the opposing party the opportunity to contest their validity if necessary.
6. Promoting Certainty and Finality: The prima facie evidence standard adds an element of certainty and finality to the enforcement process. It encourages parties to adhere to the requirement of producing proper documentation and prevents undue challenges based solely on the authenticity of documents.
7. Consistency with International Practice: The prima facie evidence standard is consistent with practices in other jurisdictions for the enforcement of foreign arbitral awards. It helps ensure a uniform approach and aligns with international standards.

In summary, Section 30(2) of the SIAA establishes a presumption of prima facie evidence for documents produced to the court in accordance with Section 30(1) in the context of enforcing foreign arbitral awards. This provision simplifies the evidentiary process, enhances efficiency, and balances the interests of both parties while maintaining the court's authority to evaluate the evidence presented.

31. Refusal of enforcement

- (1) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the party against whom the enforcement is sought may request that the enforcement be refused, and the enforcement in any of the cases mentioned in subsections (2) and (4) may be refused but not otherwise.**

Section 31(1) of the SIAA pertains to the circumstances in which a party against whom the enforcement of a foreign arbitral award is sought can request that the enforcement be refused. Here is an analysis of this provision:

1. Right to Request Refusal:
 - a. Section 31(1) grants the party against whom the enforcement of a foreign arbitral award is being sought the right to request that the enforcement be refused.

- b. This provision ensures that the party has an opportunity to raise specific grounds for refusal and present arguments as to why the award should not be enforced against them.
2. Limited Grounds for Refusal:
 - a. The provision specifies that the enforcement of a foreign award may be refused only in cases mentioned in subsections (2) and (4) of Section 31.
 - b. This implies that enforcement cannot be refused on other grounds not enumerated in those subsections.
3. Grounds for Refusal: The grounds for refusing enforcement are provided in Sections 31(2) and (4) of the SIAA. These grounds include scenarios such as incapacity of a party, lack of proper notice, invalid arbitration agreement, procedural irregularities, and certain matters being non-arbitrable under the law.
4. Balancing Enforcement and Protection of Parties' Rights: Section 31(1) balances the enforcement of foreign awards with the protection of the rights of the party against whom enforcement is sought. It provides an avenue for that party to challenge enforcement based on specific statutory grounds.
5. Procedural Safeguard: This provision ensures that the enforcement process maintains procedural fairness. It allows a party to raise defences and grounds for refusal through a formal process, rather than allowing enforcement to proceed unquestioned.
6. Aligning with International Standards: The provision is in line with international standards for enforcing foreign arbitral awards, as it offers a mechanism for challenging enforcement while adhering to recognised grounds for refusal.
7. Ensuring Due Process: By allowing the party to request refusal of enforcement based on specific statutory grounds, the provision ensures that parties have access to due process and a fair opportunity to present their case.
8. Clarity and Predictability: Section 31(1) contributes to the clarity and predictability of the enforcement process. It establishes a clear framework for when enforcement may be refused, reducing the risk of arbitrary refusals.

In summary, Section 31(1) of the SIAA grants the party against whom enforcement of a foreign arbitral award is sought the right to request that the enforcement be refused. This provision strikes a balance between the interests of enforcing foreign awards and protecting the rights of parties by specifying the limited grounds on which enforcement may be refused.

- (2) A court so requested may refuse enforcement of a foreign award if the person against whom enforcement is sought proves to the satisfaction of the court that —
- (a) a party to the arbitration agreement pursuant to which the award was made was, under the law applicable to the party, under some incapacity at the time when the agreement was made;
 - (b) the arbitration agreement is not valid under the law to which the parties have subjected it or, in the absence of any indication in that respect, under the law of the country where the award was made;
 - (c) the party was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present the party’s case in the arbitration proceedings;
 - (d) subject to subsection (3), the award deals with a difference not contemplated by, or not falling within the terms of, the submission to arbitration or contains a decision on the matter beyond the scope of the submission to arbitration;
 - (e) the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
 - (f) the award has not yet become binding on the parties to the arbitral award or has been set aside or suspended by a competent authority of the country in which, or under the law of which, the award was made.

Section 31(2) of the SIAA outlines specific grounds upon which a court, when requested, may refuse enforcement of a foreign arbitral award. Here is an analysis of this provision:

1. Scope of Refusal of Enforcement: Section 31(2) provides a framework for the court to refuse enforcement of a foreign arbitral award when certain conditions are met. These conditions are designed to ensure fairness and protect the integrity of the enforcement process.
2. Specific Grounds for Refusal: The provision lists several specific grounds upon which a court may refuse enforcement:
 - a. Incapacity (Section 31(2)(a)): Enforcement may be refused if a party to the arbitration agreement was under some legal incapacity when the agreement was made.
 - b. Invalid Arbitration Agreement (Section 31(2)(b)): If the arbitration agreement is not valid under the law to which the parties have subjected it or the law of the country where the award was made, enforcement can be refused.
 - c. Lack of Proper Notice (Section 31(2)(c)): If a party was not given proper notice of the arbitrator’s appointment or the arbitration proceedings, or if they were unable to present their case, the court may refuse enforcement.

- d. Excess of Authority (Section 31(2)(d)): If the award deals with a matter not contemplated by the submission to arbitration or exceeds the scope of the submission, the court can refuse enforcement.
 - e. Procedural Irregularities (Section 31(2)(e)): If the composition of the arbitral authority or the arbitration procedure deviated from the parties' agreement or the law of the country where the arbitration took place, enforcement may be refused.
 - f. Non-Binding Award or Set Aside (Section 31(2)(f)): If the award is not yet binding on the parties or has been set aside or suspended by a competent authority in the country where it was made, enforcement can be refused.
3. Proof Requirement: The provision emphasises that the person against whom enforcement is sought has the burden to prove to the court's satisfaction that one or more of the specified grounds for refusal exist.
 4. Balance of Interests: Section 31(2) reflects a balance between recognising the finality of arbitral awards and safeguarding against situations where the enforcement process would be unjust or contrary to principles of fairness.
 5. Reflecting International Standards: The grounds for refusal in Section 31(2) align with international standards and the New York Convention's provisions regarding the recognition and enforcement of foreign arbitral awards.
 6. Protecting Due Process: By allowing enforcement to be refused in cases of incapacity, lack of notice, or inability to present a case, the provision safeguards due process rights.
 7. Legal Predictability: The specified grounds for refusal provide a clear and predictable framework for parties seeking to challenge the enforcement of a foreign award.

In summary, Section 31(2) of the SIAA outlines specific grounds under which a court, when requested, may refuse enforcement of a foreign arbitral award. These grounds are designed to ensure fairness and protect the integrity of the arbitration process while balancing the need for recognising valid foreign awards.

(3) When a foreign award referred to in subsection (2)(d) contains decisions on matters not submitted to arbitration but those decisions can be separated from decisions on matters submitted to arbitration, the award may be enforced to the extent that it contains decisions on matters so submitted.

Section 31(3) of the SIAA addresses a specific scenario related to the enforcement of a foreign arbitral award. Let us analyse this provision:

1. Scope of the Provision: Section 31(3) focuses on situations where a foreign arbitral award contains both decisions on matters that were submitted to arbitration and decisions on matters that were not. This provision outlines how enforcement should be approached when such a mixed situation arises.

2. **Separability Principle:** The provision follows the principle of separability, which is a fundamental aspect of arbitration. According to this principle, an arbitration agreement is treated as a separate contract from the underlying contract in which it is contained. Similarly, the provision allows for decisions on submitted matters to be enforced independently, even if they are combined with decisions on non-submitted matters.
3. **Enforceability of Partial Award:** Section 31(3) allows the court to enforce the part of the award that pertains to matters submitted to arbitration. In essence, if the decisions on matters submitted to arbitration can be separated from those not submitted, the enforceability of the award can be considered for the part that falls within the scope of the submission.
4. **Promoting Efficient Enforcement:** This provision aims to ensure that the enforceability of an award is not unduly hindered by the presence of decisions on matters that were not submitted to arbitration. By allowing enforcement of the separable portion, it promotes efficient enforcement while respecting the separability principle.
5. **Reflecting Practicality:** In complex disputes, it is not uncommon for an arbitral award to address both submitted and non-submitted matters. Section 31(3) recognises this practical aspect of arbitration proceedings and provides a mechanism for enforcing valid decisions without being held back by unrelated matters.
6. **Consistency with International Standards:** This provision aligns with the New York Convention's principles, which generally support the enforcement of foreign arbitral awards. The Convention emphasises the separability of arbitration agreements and the enforceability of awards within the scope of the submission.
7. **Legal Clarity and Predictability:** Section 31(3) provides clarity and predictability for parties seeking to enforce foreign arbitral awards containing mixed decisions. It ensures that valid decisions on matters that were actually submitted to arbitration can be enforced without unnecessary obstacles.

In summary, Section 31(3) of the SIAA addresses the enforceability of foreign arbitral awards containing decisions on both submitted and non-submitted matters. By allowing the enforcement of the separable portion that pertains to submitted matters, the provision promotes efficient enforcement while adhering to the principle of separability and international arbitration standards.

- (4) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court may refuse to enforce the award if it finds that —**
- (a) the subject matter of the difference between the parties to the award is not capable of settlement by arbitration under the law of Singapore; or**
 - (b) enforcement of the award would be contrary to the public policy of Singapore.**

Section 31(4) of the SIAA addresses the circumstances under which a court may refuse to enforce a foreign arbitral award. Let us analyse this provision:

1. **Grounds for Refusal of Enforcement:** Section 31(4) provides two specific grounds upon which a court may refuse to enforce a foreign arbitral award. These grounds are (a) when the subject matter of the dispute is not capable of settlement by arbitration under the law of Singapore, and (b) when enforcement of the award would be contrary to the public policy of Singapore.
2. **Non-Arbitrability:** Subsection (4)(a) reflects the principle of arbitrability. It suggests that if the subject matter of the dispute is not capable of being resolved through arbitration under the law of Singapore, the court can refuse to enforce the foreign award. Certain types of disputes, such as criminal matters or certain family law disputes, may not be arbitrable under the law of the jurisdiction.
3. **Public Policy Considerations:** Subsection (4)(b) introduces the concept of public policy as a ground for refusal of enforcement. If enforcing the foreign award would be against the public policy of Singapore, the court has the discretion to deny enforcement. This can be relevant in cases where enforcement of the award would result in outcomes that are fundamentally inconsistent with Singapore's legal and ethical standards.
4. **Balancing National Interests:** The provision strikes a balance between promoting the enforcement of foreign arbitral awards and safeguarding the fundamental legal principles and public policy of Singapore. It ensures that while arbitration is generally favoured, there are safeguards against enforcement of awards that would go against the core values of the jurisdiction.
5. **Consistency with International Norms:** The grounds for refusal outlined in Section 31(4) align with the principles of the New York Convention, which governs the recognition and enforcement of foreign arbitral awards. The Convention also allows for refusal of enforcement based on non-arbitrability and public policy considerations.
6. **Judicial Discretion:** The provision gives the court a certain level of discretion in determining whether to refuse enforcement based on the specified grounds. This allows the court to assess the specific circumstances of each case and weigh the potential impact of enforcing the foreign award.
7. **Ensuring Fairness and Integrity:** By including the public policy ground, the provision ensures that foreign awards that are fundamentally unfair, illegal, or fraudulent cannot be enforced in Singapore, thus maintaining the integrity of the arbitration process.

In conclusion, Section 31(4) of the SIAA outlines the grounds on which a court may refuse to enforce a foreign arbitral award. By allowing for refusal based on non-arbitrability and public policy considerations, the provision ensures that the enforcement of foreign awards aligns with Singapore's legal principles and values, while also adhering to international norms and promoting the efficacy of international arbitration.

(5) Where, in any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court is satisfied that an application for the setting aside or for the suspension

of the award has been made to a competent authority of the country in which, or under the law of which, the award was made, the court may —

- (a) if the court considers it proper to do so, adjourn the proceedings or (as the case may be) so much of the proceedings as relates to the award; and
- (b) on the application of the party seeking to enforce the award, order the other party to give suitable security.

Section 31(5) of the SIAA addresses the situation where the enforcement of a foreign arbitral award is sought, and an application for setting aside or suspension of the award has been made in the country where the award was made. Let us analyse this provision:

1. **Grounds for Adjournment:** Section 31(5) provides the court with the authority to adjourn the proceedings related to the enforcement of a foreign arbitral award if an application for setting aside or suspension of the award is pending before a competent authority in the country where the award was made. This adjournment allows the court to wait for the outcome of the application before making a decision on enforcement.
2. **Ensuring Consistency with International Norms:** This provision aligns with the principles of the New York Convention, which recognises the right of a party to seek the setting aside or suspension of a foreign award in the jurisdiction where it was rendered. Allowing for an adjournment in such cases acknowledges the need to coordinate the enforcement process with the legal proceedings in the country of origin of the award.
3. **Maintaining Fairness and Integrity:** By adjourning the enforcement proceedings, the court aims to maintain fairness and prevent potentially conflicting outcomes. If the award is being challenged or suspended in its originating jurisdiction, enforcing it in another jurisdiction could lead to inconsistent results.
4. **Provision of Security:** Section 31(5)(b) gives the court the authority to require the party seeking to enforce the award to provide suitable security. This requirement ensures that if the award is later set aside or suspended in its originating jurisdiction, the other party has some protection against potential harm resulting from the enforced award.
5. **Judicial Discretion:** The provision provides the court with the discretion to determine whether an adjournment is proper and whether ordering security is appropriate. This allows the court to assess the specific circumstances of each case and decide on the best course of action.
6. **Balance of Interests:** Section 31(5) strikes a balance between the interests of the party seeking enforcement and the interests of the party challenging the award. It acknowledges the need to respect the ongoing legal proceedings in the country where the award was made while also ensuring that the party seeking enforcement does not suffer undue prejudice.
7. **Promoting Orderliness:** By allowing an adjournment and the possibility of ordering security, the provision promotes an orderly process of enforcing foreign arbitral awards, ensuring that parties' rights are protected and that enforcement is carried out in a manner consistent with the applicable legal procedures.

In summary, Section 31(5) of the SIAA provides the court with the authority to adjourn enforcement proceedings and order security when an application for setting aside or suspension of a foreign arbitral award is pending in the country of origin. This provision upholds fairness, consistency with international norms, and the need to balance the interests of all parties involved in the arbitration process.

32. [Repealed by Act 26 of 2009]

33. Enforcement of awards under other provisions of law

(1) Nothing in this Part affects the right of any person to enforce an arbitral award otherwise than as is provided for in this Part.

Section 33(1) of the SIAA addresses the scope and effect of the provisions outlined in the preceding sections of Part III of the Act. Let us analyse this provision:

1. **Preservation of Alternative Enforcement Rights:** This provision ensures that the rights of parties to enforce arbitral awards are not limited solely to the mechanisms and procedures outlined in Part III of the SIAA. In other words, parties still retain the ability to enforce arbitral awards through other means available under applicable laws, contracts, or international conventions.
2. **Flexibility in Enforcement:** By stating that nothing in Part III affects other enforcement rights, the law recognises the importance of flexibility in the enforcement process. Parties are not restricted to a single avenue for enforcing an arbitral award but can explore various options to suit their specific circumstances.
3. **Alignment with International Norms:** This provision aligns with international arbitration practices, where parties may seek enforcement of arbitral awards through mechanisms beyond those provided by the specific jurisdiction's laws. This ensures that enforcement can be pursued across different jurisdictions in accordance with relevant international conventions.
4. **Preserving Autonomy of Parties:** Parties to an arbitration agreement often have contractual autonomy to determine the mechanisms and procedures for enforcing arbitral awards. Section 33(1) recognises this autonomy by allowing parties to resort to enforcement methods that they find most suitable and effective.
5. **Avoiding Redundancy and Overregulation:** This provision prevents redundancy by clarifying that the mechanisms outlined in Part III of the SIAA are not exhaustive. It prevents the unnecessary duplication of enforcement options and allows parties to choose the most efficient approach.
6. **Encouraging Efficient Enforcement:** By acknowledging that parties can seek enforcement outside the provisions of Part III, the law encourages efficient enforcement practices.

Parties can choose enforcement avenues that best align with their specific circumstances and the assets of the losing party.

7. **Broad Application:** Section 33(1) is drafted broadly to encompass enforcement rights that might exist under other national laws, bilateral or multilateral treaties, or international conventions. This ensures that parties can take advantage of all available mechanisms for enforcing arbitral awards.

In summary, Section 33(1) of the SIAA confirms that the provisions of Part III do not curtail or restrict the right of parties to enforce arbitral awards using alternative methods available under other laws, agreements, or conventions. This provision promotes flexibility, autonomy, and efficiency in the enforcement process, while maintaining harmony with international arbitration practices.

(2) [Deleted by Act 24 of 2019 wef 01/03/2023]

(3) Despite section 7 of the Reciprocal Enforcement of Foreign Judgments Act 1959, proceedings to enforce a foreign award under this Part may be commenced where the award is both enforceable under this Part and registrable as a judgment under that Act.

Section 33(3) of the SIAA addresses the interaction between the enforcement of foreign awards under the SIAA and the Reciprocal Enforcement of Foreign Judgments Act 1959 (REFJA). Let us analyse this provision:

1. **Interaction between Acts:** This provision acknowledges the existence of the Reciprocal Enforcement of Foreign Judgments Act (REFJA), which allows for the enforcement of certain foreign judgments in Singapore. It specifically refers to Section 7 of the REFJA, which governs the registration and enforcement of foreign judgments.
2. **Concurrent Proceedings for Foreign Awards:** Despite the existence of the REFJA, Section 33(3) allows parties to initiate proceedings to enforce a foreign arbitral award under the SIAA, even if the award is also registrable as a judgment under the REFJA.
3. **Choice of Enforcement Avenue:** Section 33(3) grants parties flexibility in choosing the avenue for enforcing a foreign award. They can choose between enforcing the award through the procedures outlined in the SIAA or through the registration process provided by the REFJA.
4. **Enabling Effective Enforcement:** By allowing parallel proceedings for enforcement under both the SIAA and the REFJA, this provision enhances the options available to parties seeking to enforce foreign awards in Singapore. It enables parties to select the mechanism that aligns best with their specific circumstances and enforcement goals.
5. **Protection of Party Rights:** The provision safeguards parties' rights by ensuring that they can choose the enforcement avenue that offers the most effective and expeditious resolution. This aligns with the broader principle of allowing parties to enforce their rights in the manner they find most suitable.

6. **Preventing Conflicts and Overlap:** By clarifying that enforcement proceedings under both acts can occur simultaneously, the provision helps prevent potential conflicts or overlap between the procedures outlined in the SIAA and those provided by the REFJA.
7. **Reflecting Singapore’s Pro-Arbitration Stance:** This provision underscores Singapore’s pro-arbitration stance by allowing parties to seek enforcement through arbitration-specific provisions (SIAA) even when an award could potentially be registered under more general enforcement laws (REFJA). This approach reinforces Singapore’s commitment to supporting international arbitration.
8. **Facilitating Efficient Enforcement:** By providing two parallel routes for enforcement, the provision facilitates the efficient enforcement of foreign awards. Parties can choose the approach that offers the most streamlined process for their specific circumstances.

In summary, Section 33(3) of the SIAA acknowledges the coexistence of the Reciprocal Enforcement of Foreign Judgments Act (REFJA) and the Singapore International Arbitration Act (SIAA) for the enforcement of foreign awards in Singapore. It grants parties the flexibility to choose the enforcement avenue that suits their needs, ensuring effective enforcement while preventing conflicts between different enforcement procedures.

PART 4 GENERAL

34. Act binds Government**This Act binds the Government.**

Section 34 of the SIAA is a concise provision that establishes the legal principle that the Act is binding on the Government of Singapore. Here is an analysis of this provision:

1. **Binding Nature:** Section 34 unequivocally states that the SIAA binds the Government. This means that the provisions and regulations outlined in the Act are applicable to the Government of Singapore, and the Government is subject to the obligations, rights, and procedures defined in the Act.
2. **Application of the Act:** This provision ensures that the Government, like any other party or entity, is subject to the requirements and stipulations of the SIAA. It underscores the principle of equality before the law, where the Government is not exempt from abiding by the arbitration-related rules and regulations laid out in the Act.
3. **Reflecting Rule of Law:** By stating that the Act binds the Government, Section 34 upholds the principle of the rule of law. It emphasises that all parties, including the Government, are subject to the same legal framework, promoting transparency, fairness, and consistency in the application of arbitration-related matters.
4. **Legal Certainty:** Section 34 provides legal certainty by clarifying that the Government is included within the scope of the Act. This ensures that there is no ambiguity or confusion regarding whether the Government is obligated to adhere to the provisions of the Act.
5. **Consistency with International Standards:** Ensuring that the Government is bound by the Act aligns with international best practices and standards for arbitration. It demonstrates Singapore's commitment to creating a favourable and level playing field for both domestic and international parties engaging in arbitration proceedings.
6. **Arbitration-Friendly Environment:** This provision contributes to Singapore's reputation as a jurisdiction that is supportive of arbitration and provides a conducive environment for parties to resolve disputes through arbitration. By ensuring that the Government is bound by the Act, it enhances confidence in Singapore's arbitration system.
7. **Avoiding Potential Conflicts:** By making it clear that the Government is subject to the provisions of the Act, Section 34 helps prevent potential conflicts or disputes that could arise if the Government were treated differently from other parties in arbitration proceedings.
8. **Encouraging Government Participation in Arbitration:** Section 34 fosters an environment where the Government can actively engage in arbitration proceedings, whether as a party or in other capacities. This promotes efficiency and effectiveness in resolving disputes involving the Government through arbitration.

In summary, Section 34 of the Singapore International Arbitration Act 1994 establishes that the Act is binding on the Government. This provision ensures that the Government is subject to the same

arbitration-related regulations, obligations, and rights as other parties, promoting transparency, fairness, and consistency within Singapore’s arbitration framework.

35. Rules of Court

The Rules Committee constituted under section 80 of the Supreme Court of Judicature Act 1969 may make Rules of Court regulating the practice and procedure of any court in respect of any matter under this Act.

Section 35 of the SIAA empowers the Rules Committee to create Rules of Court that govern the practice and procedure of any court concerning matters under the Act. Here is an analysis of this provision:

1. **Delegated Authority:** Section 35 delegates the authority to the Rules Committee, which is established under section 80 of the Supreme Court of Judicature Act 1969, to make Rules of Court related to the practice and procedure of courts in relation to the SIAA. The Rules Committee is composed of legal experts and judges who have the expertise to formulate procedural guidelines.
2. **Flexibility and Adaptability:** This provision allows the Rules Committee to develop Rules of Court tailored to the specific requirements of arbitration-related proceedings. As arbitration is a flexible process with unique procedural characteristics, the Rules Committee’s ability to create specialised rules ensures that arbitration proceedings can be efficiently conducted within the court system.
3. **Ensuring Efficient Proceedings:** The Rules of Court created under this provision are designed to enhance the efficiency and effectiveness of court proceedings related to the SIAA. By providing clear guidelines for practice and procedure, the Rules aim to streamline the process and ensure that arbitration-related matters are resolved promptly.
4. **Alignment with International Standards:** The Rules Committee can ensure that the Rules of Court are aligned with international best practices and standards in arbitration. This helps maintain the integrity and reputation of Singapore’s arbitration framework and encourages international parties to choose Singapore as an arbitration destination.
5. **Consistency and Predictability:** Standardised Rules of Court provide consistency and predictability in the procedural aspects of arbitration-related court proceedings. Parties involved in arbitration disputes can expect a certain level of procedural uniformity when dealing with courts in matters under the SIAA.
6. **Rule of Law and Fairness:** The provision empowers the Rules Committee to establish Rules of Court that promote the rule of law and fairness in arbitration proceedings. These rules can ensure that parties are treated fairly and that the arbitration process is conducted with integrity and transparency.
7. **Reflecting the Evolving Nature of Arbitration:** Arbitration practices and procedures can evolve over time. The Rules Committee can adapt and update the Rules of Court to reflect changes in arbitration practices, technology, and international trends, thereby maintaining the relevance and effectiveness of the arbitration framework.

8. **Integration of Court and Arbitration Systems:** This provision facilitates the harmonious integration of court and arbitration systems within Singapore’s legal framework. By having specialised Rules of Court for arbitration-related matters, the court system can effectively support and complement the arbitration process.
9. **Legislative Efficiency:** By allowing the Rules Committee to create procedural rules, the legislation does not need to be revised every time procedural adjustments are required. This increases the legislative efficiency by enabling timely responses to procedural needs.

In summary, Section 35 of the Singapore International Arbitration Act 1994 grants authority to the Rules Committee to create Rules of Court governing the practice and procedure of courts in relation to matters under the Act. This provision ensures that the procedural aspects of arbitration-related proceedings are managed effectively, efficiently, and in line with international standards, contributing to Singapore’s reputation as an arbitration-friendly jurisdiction.



DUBAI

Galadari Building
Al Ghubaiba Street
Al Souq Al Kabeer
P.O. Box 7992
Dubai, UAE

DIFC

Gate Precinct Building
5 Sheikh Zayed Road
DIFC
P.O. Box 50696
Dubai, UAE

ABU DHABI

Addax Tower
Hydra Avenue
Al Reem Island
P.O. Box 47634
Abu Dhabi, UAE

www.galadarilaw.com