

LEGAL SYSTEMS IN ASEAN – SINGAPORE
CHAPTER 3 – DISPUTE RESOLUTION PROCESSES

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A. INTRODUCTION

While Singapore has developed its own legal jurisprudence and has adopted the best practices of many other jurisdictions, its system of civil justice ultimately has its roots in the English common law. The resulting jurisprudence is one that is both understandable to the common lawyer, while at the same time unique to the needs of Singapore.

Singapore's pro-business environment informs the approach it takes towards business and commercial law. This chapter examines how various dispute

resolution processes are shaped by Singapore's cosmopolitan, pro-business, and pro-commerce outlook.

The first part of this chapter examines the traditional mode of dispute resolution – litigation. This part considers recent developments in commercial litigation, such as the role of the Singapore International Commercial Court. It also considers the process of commencing litigation in Singapore.

The second part of this chapter examines alternative dispute resolution in Singapore, focusing on arbitration and mediation. The move towards promoting Singapore as a dispute resolution hub has brought about rapid and ground-breaking changes to the alternative dispute resolution scene here. This part examines how international arbitration and mediation have become more attractive to foreign parties, with a particular focus on certain features of the Singapore International Arbitration Centre and the Singapore International Mediation Centre.

The third and final part of this chapter looks at a very pragmatic concern – the reciprocal enforcement of court judgments and arbitral awards in other jurisdictions. While the reciprocal enforcement of a court judgment in another jurisdiction is not as straightforward as doing the same in relation to an arbitral award, recent developments in private international law have helped enhance the former process.

B. LITIGATION BEFORE THE SINGAPORE COURTS

Singapore's judiciary consists of the Supreme Court as well as the State Courts. The Supreme Court is constituted by the Court of Appeal and the High Court.¹ The High Court is a court of first instance for civil claims beyond the jurisdiction of the State Courts, that is, if the claim amount exceeds S\$250,000. The High Court also hears appeals from the State Courts. The Court of Appeal is the final court of appeal in Singapore, and generally hears appeals from decisions of the High Court.

The State Courts comprise the District Courts and the Magistrates' Courts.² The District Court's general monetary jurisdiction in civil cases is limited to claims under \$250,000. The Magistrates' Court's general monetary jurisdiction in civil cases is limited to claims under \$60,000. There is also the informal process of the Small Claims Tribunal (which is governed by its own specific rules, not by the procedural rules that govern the main courts just mentioned) which has jurisdiction over claims of up to \$10,000 (or up to \$20,000 if parties so agree in writing).³

¹ The proceedings in these courts are governed by the Supreme Court of Judicature Act (Chapter 322, 2007 Revised Edition), section 3.

² The proceedings in these courts are governed by the State Courts Act (Cap 321, 2007 Rev Ed), s 3.

³ Proceedings in the Small Claims Tribunal are governed by the Small Claims Tribunals Act (Cap 308, 1998 Rev Ed).

The Singapore International Commercial Court – a Division of the High Court

The Singapore International Commercial Court (SICC) was established in 2015 as a division of the Singapore High Court to cater to the litigation needs of international parties, whatever the law governing the dispute and even if the dispute has no connection with Singapore.⁴

The SICC has a diverse panel of international and local jurists to hear commercial disputes between international parties. Many of the judges on the SICC's panel are current and former judges from various jurisdictions, including Singapore judges.

Consistent with its international outlook, the SICC also allows parties before it to freely choose foreign counsel to represent them in cases with no substantial connection with Singapore. Foreign counsel may also address the SICC on matters of foreign law.

In addition, court procedures in the SICC are more flexible than those found in national court processes. For example, where a case has no substantial connection with Singapore, the SICC will tend to take a more liberal approach in granting confidentiality orders. Parties may also agree to adopt rules of evidence they are familiar with, instead of Singapore's rules of evidence. Where a case involves a determination of a question of foreign law, parties may apply to have that determination made on the basis of submissions, without having to go through the trouble of calling witnesses to testify.

Parties may submit to the jurisdiction of the SICC under a written jurisdiction agreement. Alternatively, a case commenced in the High Court may be transferred to the SICC.

Commencing litigation in Singapore

To commence civil litigation in Singapore, a plaintiff may issue either one of two types of originating processes: a writ of summons or an originating summons.⁵ The writ of summons applies where parties dispute the facts, and is usually followed by a series of procedures including pleadings, discovery, summons for directions, affidavits of the evidence in chief and setting down the case for trial. The originating summons is used primarily for non-factual disputes such as issues involving the construction of a document (such as a will or trust) or statute or an application for relief.

⁴ The proceedings in the SICC are governed by Order 110 of the Rules of Court (Cap 332, R 5, 2014 Rev Ed).

⁵ Rules of Court, *ibid* Order 5.

Service of Documents in Litigation

Service of Process within Singapore

Service is the means by which documents are served on other parties to the litigation.

Originating processes (see above) must be notified to the defendant by personal service.⁶ Personal service includes personal delivery of the originating process to the defendant and any method which is agreed to by the parties. There are a variety of exceptions to personal service, including service on the defendant's lawyers (if they agree to accept service on behalf of their client), service on an agent of the overseas defendant, substituted service (where personal service is not possible), and service out of the jurisdiction.⁷

Service of documents other than originating processes may be effected by ordinary service, which includes postal service, leaving the document at the defendant's address, and faxed communications. However, most court documents are served through the Electronic Filing Service,⁸ which involves computerised transmission between the parties (through their respective law firms) and between them and the court. A person who is not represented by a lawyer, or a law firm which does not have the necessary system to effect transmission, may use a service bureau for this purpose.

Service of Process outside Singapore

A defendant may be sued in Singapore even if he is ordinarily resident in another country. In such a scenario, the defendant will have to be served with process outside Singapore. While a plaintiff may issue a writ for service in Singapore as of right, he or she must obtain the leave of the court if service of the writ on a defendant outside Singapore is desired. To succeed, the plaintiff will have to establish that one of the permissible grounds for service out of the jurisdiction applies.⁹

The procedure for service in the foreign country depends on whether the defendant resides in: (1) Malaysia and Brunei (seven methods of service); (2) a Civil Procedure Convention¹⁰ country (five methods of service); or (3) a non-Civil Procedure Convention country (six methods of service).¹¹

The four common methods of service which are available irrespective of where the defendant resides are these:

⁶ *ibid* O 10 and 62.

⁷ *ibid* O 11.

⁸ *ibid* O 63A.

⁹ *ibid* O 11, rule 1.

¹⁰ Hague Convention on Civil Procedure, 286 UNTS 265, concluded 1 March 1954.

¹¹ *Humpuss Sea Transport Pte Ltd (in compulsory liquidation) v PT Humpuss Intermoda Transportasi TBK* [2015] 4 *Singapore Law Reports* 625, 649, [58] (High Court, Singapore).

- (a) Personal service, as long as it does not contravene the law of the foreign jurisdiction.
- (b) Substituted service with permission of the court, provided it does not contravene the law of the foreign jurisdiction.
- (c) Service by a method specifically authorised by the law of the foreign jurisdiction for the service of foreign process.
- (d) Service through a Singapore consular authority, as long as it does not contravene the law of the foreign jurisdiction.

If the defendant resides in Malaysia or Brunei, there are three additional methods which are applicable, resulting in a total of seven available methods of service:

- (a) Service through the Government of Malaysia or Government of Brunei.
- (b) Service by a method recognised in either Malaysia or Brunei for the service of domestic process issued by the Malaysian or Bruneian courts, provided such service is not contrary to Malaysian or Bruneian law.
- (c) By post from the Registrar of the Singapore court to the judicial officer exercising civil jurisdiction in the territory in which the defendant resides.

If the defendant resides in a country with which Singapore has a Civil Procedure Convention, one additional method is available, making for a total of five methods of service. That method is service through the judicial authorities of the foreign jurisdiction.

Service is critical because it notifies the defendant of the action against him or her, and establishes the jurisdiction of the Singapore courts over the defendant. This does not mean that a Singapore court will always exercise its jurisdiction. A defendant who has been served may be able to persuade the court that it should not do so because the dispute has very little or any connection with Singapore, and that another country is a more appropriate forum.¹²

Service of Foreign Process in Singapore

A defendant in foreign proceedings may be based in Singapore, in which case service of any process required in connection with the foreign proceedings must be in accordance with Order 65 of the Rules of Court.

¹² *JIO Minerals FZC v Mineral Enterprises Ltd* [2011] 1 SLR 391 (Court of Appeal, Singapore).

The plaintiff may effect service by the foreign court's process server using a letter of request from the foreign court or tribunal.¹³ If the foreign country is a country with whom Singapore has a Civil Procedure Convention providing for service of process of the courts of that country in Singapore, the plaintiff can effect service by the foreign court's process server using a letter of request issued by a consular or other authority of that country.¹⁴ The plaintiff can also effect service by a method of service authorised by the Rules of Court for the service of an analogous form of process issued by the Singapore courts.¹⁵ If service is effected by private means (for example, by a Singapore solicitor), the Registrar of the Supreme Court will not issue a certificate to certify the outcome of the attempts at service.

C. ALTERNATIVE DISPUTE RESOLUTION

Singapore also offers a wide range of alternative dispute resolution (hereafter ADR) options that complement existing court mechanisms, including well-established arbitration and mediation procedures. The Singapore International Arbitration Centre and the Singapore International Mediation Centre provide independent and neutral arbitration and mediation services respectively alongside world-class facilities for the global business community.

International Arbitration

Singapore is a leading venue in Asia for international arbitration, ranking in the top five places for international arbitration globally in the 2015 International Arbitration Survey. Many of the world's leading arbitral institutions and arbitration practitioners have made Singapore their regional base.

There are many reasons why Singapore is such a popular venue for international arbitration. Apart from its prime geographical location, trusted legal system, and pro-business outlook, international commercial parties who arbitrate their disputes in Singapore also get to take advantage of various advantages:

- **A genuinely open regime.** Parties are free to engage lawyers and arbitrators of any nationality and use any governing law.
- **Modern and responsive laws.** Singapore's arbitration laws are regularly reviewed to keep pace with developments in international best practices.
 - Singapore's arbitration legislation adopts UNCITRAL Model Law provisions, including those empowering the Court to grant interim orders in aid of foreign arbitration.¹⁶
 - Singapore was one of the first jurisdictions to provide clear legislative support for the appointment of an emergency arbitrator, and for any resulting order. The emergency arbitrator procedure

¹³ Rules of Court (n 4) O 65, r 2.

¹⁴ *ibid* O 65, r 3.

¹⁵ Such service must be effected in accordance with the Rules of Court, *ibid* O 10 and O 62.

¹⁶ International Arbitration Act (Cap 143A, 2002 Rev Ed), s 3.

allows parties to obtain urgently required interim relief before a tribunal is constituted, without the need to go to court.

- Singapore has also amended its laws to permit and facilitate the use of third party funding in international arbitration proceedings and related court and mediation proceedings.
- **Judicial support.** Singapore courts reliably uphold parties' agreements to arbitrate and offer maximum judicial support – with minimal intervention – in international arbitration proceedings. Specially-appointed judges preside over arbitration matters brought before the High Court, with the experience to handle any and all complex issues that may arise.
- **Enforceability of arbitral awards.** Singapore is a party to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (hereafter New York Convention).¹⁷ This means that arbitral awards issued in Singapore are enforceable in the courts of over 150 Convention countries.
- **Rich talent pool.** According to widely-followed rankings by the *Global Arbitration Review*, Singapore law firms rank among the world's best international arbitration practices. Growing numbers of global law firms have also chosen to base their international arbitration practice groups here. A number of leading and established barristers' chambers now have a permanent presence here, giving parties a wide choice of experienced counsel to choose from.
- **World-class arbitral institutions and facilities.** The Singapore International Arbitration Centre (SIAC), which is housed in the Maxwell Chambers, an integrated disputes resolution complex, is a global arbitral institution providing competitive and efficient case management services to parties from all over the world. Other leading arbitral institutions can also be found in Singapore, such as the Singapore Chamber of Maritime Arbitration, the Permanent Court of Arbitration, the International Centre for Settlement of Investment Disputes, the International Court of Arbitration of the International Chamber of Commerce, the American Arbitration Association's International Centre for Dispute Resolution, and the World Intellectual Property Organization Arbitration and Mediation Center, amongst others.

The Singapore International Arbitration Centre

The Singapore International Arbitration Centre (SIAC) has a proven track record in providing neutral arbitration services to the global business community. SIAC arbitration awards have been enforced in many jurisdictions, including Australia, China, Hong Kong SAR, India, Indonesia, Jordan, Thailand, UK, USA,

¹⁷ Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 330 UNTS 38, concluded 10 June 1958 (hereafter New York Convention).

and Vietnam, amongst other New York Convention signatories. In 2016, a record 343 new cases were filed with the SIAC. As of March 2017, the SIAC had a total active caseload of about 650 cases.

The key features of the SIAC, which make it an attractive forum for international arbitration, include:

- **User-friendly rules.** The SIAC's Arbitration Rules are a flexible, effective, and user-friendly set of arbitral procedures well-suited to deal with disputes of all sizes and complexities. The 6th edition of the SIAC's Arbitration Rules (which came into effect on 1 August 2016) introduces a number of innovations, including a new procedure for the early dismissal of claims and defences (the first of its kind amongst major institutional rules for commercial arbitration), as well as new provisions to accommodate multi-party and multi-contract disputes.

The SIAC is also responsive to the needs of different types of arbitration. The 1st edition of the SIAC Investment Arbitration Rules came into effect on 1 January 2017 as a stand-alone set of rules to address the special features of arbitration proceedings involving States, State-controlled entities, or inter-governmental organisations, whether arising out of contract, statute, treaty, or other instrument.

- **Special procedures.** The SIAC's Arbitration Rules also accommodate parties needs by allowing parties to avail themselves of certain special procedures:
 - *Emergency arbitrator.* The SIAC was the first international arbitral institution in Asia to introduce provisions for the appointment of an emergency arbitrator to deal with requests for urgent interim relief prior to the constitution of an arbitral tribunal. Since the introduction of this special procedure to the SIAC Rules in July 2010, the SIAC has received and accepted over 65 emergency arbitrator applications, making it a world leader in this area.
 - *Expedited procedure.* The expedited procedure provides a fast-track six-month procedure for the efficient and cost-effective resolution of lower-value and less complex cases. Since the introduction of this special procedure to the SIAC Rules in July 2010, the SIAC has received over 390 applications, of which over half have been accepted.
- **International Board of Directors.** The SIAC's Board of Directors consists of well-respected lawyers and corporate leaders from China, Hong Kong, India, and Singapore. The Board is responsible for overseeing the SIAC's operations, business strategy, and development, as well as corporate governance matters.

- **Experienced international arbitrator panel.** The SIAC has an international panel of over 400 arbitrators from over 40 jurisdictions.
- **Multinational Secretariat.** A multinational Secretariat of experienced arbitration lawyers who are qualified in both civil and common law jurisdictions is one of the SIAC's key strengths. The Secretariat supervises and monitors the progress of each case and also conducts a scrutiny of draft awards to enhance the enforceability of awards and minimise the risk of challenges. The SIAC manages all the financial aspects of the arbitration, including regular rendering of accounts, collection of deposits towards the costs of arbitration, and processing of the tribunal's fees and expenses.
- **Multilingualism.** The SIAC Secretariat comprises counsel fluent in English, Chinese, Bahasa Indonesia, French, Hindi, Malay, Filipino, Lithuanian, and Russian. Thus, if an arbitration clause requires, the SIAC is generally able to administer a case in languages other than English and has done so in the past.

Mediation

Mediation is a confidential, quick, and cost-effective solution for dispute resolution centred on party-driven solutions. As an informal and flexible process, mediation is well-suited to accommodate cultural, legal, and commercial differences between disputing parties, while preserving party autonomy and business relationships.

Mediation is also a widely accepted mode of dispute resolution in Singapore, and its processes are well-understood by the legal and business community at large. Like arbitration, mediation is also an ADR mechanism that receives strong judicial support. Several advantages of mediation in Singapore include:

- **Enhanced enforceability.** Singapore's Mediation Act¹⁸ provides a mechanism for parties to record their mediated settlement agreement as a court order, thereby enhancing the enforceability of the agreement.
- **Availability and accessibility of mediation services.** International parties have the flexibility to choose from a range of options when deciding how to resolve their disputes through mediation in Singapore:
 - The Singapore International Mediation Centre (SIMC) has an elite panel of highly experienced and effective international mediators for cross-border disputes.
 - The Singapore Mediation Centre (SMC) has reliable, cost-effective and efficient mediation services for domestic mediation cases.

¹⁸ Mediation Act 2017 (No 1 of 2017).

- Other top international ADR providers which have chosen to establish offices in Singapore include the World Intellectual Property Organization Arbitration and Mediation Center and the International Chamber of Commerce's International Centre for Alternative Dispute Resolution.
- **Tax exemptions.** To support the use of Singapore's international mediation services, a tax exemption allows income derived by a qualifying non-resident mediator for mediation work carried out in Singapore from 1 April 2015 to 31 March 2020 to enjoy exemption from withholding tax.

The Singapore International Mediation Centre

The SIMC was officially launched in November 2014 to provide world-class mediation services for parties in international commercial disputes. Some of the SIMC's key features include:

- **Efficient and effective dispute resolution.** The SIMC's services include professional case management services and mediator appointment services, all within an institutional framework and rules that incorporate global best practices.
- **A high quality panel of mediators.** Mediating with the SIMC allows parties to have access to its panel of experienced and respected international mediators from a wide range of disciplines and backgrounds. As of September 2017, the SIMC's panel features over 72 mediators from across 15 different jurisdictions, such as Australia, Brazil, Canada, Hong Kong, India, Japan, Singapore, UK, and USA.
- **Competitive and transparent fees.** The SIMC's case filing and case management fees are set out on its website. To allow parties maximum flexibility in selecting a suitable mediator within their budget, individual mediator's fees are based on commercial rates charged by the appointed mediator. Parties can obtain a cost estimate through the online calculator on the SIMC's website as well.
- **World-class facilities.** Through the SIMC, parties can gain access to the customised, state-of-the-art mediation suites and full supporting facilities of Maxwell Chambers.
- **Flexibility for parties.** The SIMC is able to serve as an appointing authority for mediators or experts on an *ad hoc* basis. These cases need not be administered in accordance with the SIMC Mediation Rules and can be conducted in accordance with the rules expressed in the agreement between the parties.
- **SIAC–SIMC Arbitration-Mediation-Arbitration Protocol.** To enhance the enforceability of the mediation settlement, the SIMC collaborated with the SIAC to offer the 'Arb-Med-Arb' Protocol. This enables a settlement agreement obtained through mediation to be

recorded as a consent arbitral award, which is then enforceable in over 150 countries under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Arb-Med-Arb Protocol is customised to allow a seamless transfer of cases between the two institutions to ensure efficiency at maximum value.

The Singapore Mediation Centre

The SMC was launched in 1997 with a view to providing swift and reliable mediation services for domestic disputes. Since then, more than 3,600 matters have been mediated at the SMC. The rate of settlement is about 70%, with 90% of them being resolved within one working day.

Of the more than 1,700 disputants who took part in the mediations held at the SMC's offices at the Supreme Court, more than 84% reported saving costs while more than 88% said they saved time. In addition, more than 94% said they would recommend the process to other persons in the same conflict situation.

Construction disputes account for about 40% of the cases that the SMC handles. Other types of cases include banking, contractual, corporate, employment, information technology, insurance, partnership, shipping, and tenancy disagreements. The SMC also intercedes in contested divorces and its related matters, family feuds, and negligence and personal injury claims.

D. ENFORCEMENT OF JUDGMENTS AND ARBITRAL AWARDS

Parties ultimately obtain judgments and arbitral awards for enforcement. In the cross-border context, the question often arises as to whether a judgment or an arbitral award obtained in one jurisdiction can be enforced in others.

Enforcing a Singapore Court Judgment in a Foreign Jurisdiction

Whether a judgment obtained in Singapore may be recognised and enforced in another jurisdiction depends on the laws of the latter jurisdiction. With Singapore's ratification of the 2005 Convention on Choice of Court Agreements¹⁹ (hereafter Hague Convention) in June 2016, the courts of countries that are Contracting States to the Hague Convention are obligated to recognise and enforce Singapore judgments where there is an exclusive choice of court agreement in favour of the Singapore courts.

The Hague Convention

Singapore signed and ratified the Hague Convention on 25 March 2015 and 2 June 2016 respectively. The Choice of Court Agreements Act 2016²⁰ (hereafter CCAA) came into operation on 1 October 2016 to give effect to Singapore's ratification of the Hague Convention. The other States Parties to the Hague

¹⁹ Convention on Choice of Court Agreements, 44 ILM 1294, concluded 30 June 2005 (hereafter Hague Convention).

²⁰ Choice of Court Agreements Act (Cap 39A, 2017 Rev Ed) (hereafter CCAA).

Convention thus far are Mexico and the European Union member states except Denmark.

Generally, the courts of another State Party to the Hague Convention will have to recognise and enforce a judgment from the courts of Singapore. This is, however, subject to certain conditions and limitations:

- The judgment must arise out of an international civil or commercial dispute. The Hague Convention does not apply to, amongst others, consumer contracts, employment contracts, and matters relating to family law, succession, bankruptcy, and insolvency.
- There must be an ‘exclusive choice of court agreement’ in favour of the Singapore courts. Thus, the Hague Convention does not apply to a choice of court agreement that designates the courts of two or more States.
- There are certain grounds for refusing recognition or enforcement.²¹ The courts of another State Party may refuse recognition or enforcement of a Singapore judgment if, for example, the judgment was obtained by fraud in connection with a matter of procedure, the recognition and enforcement of the judgment will be manifestly incompatible with the other State Party’s public policy, or where a party lacked the capacity to conclude the exclusive choice of court agreement under Singapore law.

Enforcement outside the Scheme of the Hague Convention

Outside the scheme of the Hague Convention, judgments of Singapore’s superior courts (that is, the High Court, which includes the SICCC, and the Court of Appeal) are enforceable through registration in Commonwealth jurisdictions such as Australia, Brunei Darussalam, Hong Kong, India (except for the State of Jammu and Kashmir), Malaysia, New Zealand, Pakistan, Papua New Guinea, Sri Lanka, the UK, and Windward Islands.²² More generally, Singapore court judgments are enforceable in these jurisdictions through common law principles of comity.

²¹ Hague Convention (n 19) Art 9.

²² See the Reciprocal Enforcement of Commonwealth Judgments Act (Cap 264, 1985 Rev Ed), s 5, and the Reciprocal Enforcement of Commonwealth Judgments (Extension) (Consolidation) Notification (Cap 264, N 1, 1999 Rev Ed).

Enforcing a Foreign Court Judgment in Singapore

Judgments from the superior courts of the aforementioned Commonwealth jurisdictions are enforceable in Singapore through Singapore's Reciprocal Enforcement of Commonwealth Judgments Act.²³ Separately, judgments from the superior courts of non-Commonwealth jurisdictions are enforceable in Singapore through the Reciprocal Enforcement of Foreign Judgments Act.²⁴

The Hague Convention

Many of the principles that apply in the context of enforcing a Singapore court judgment in the courts of another State Party to the Hague Convention also apply in the context of enforcing another State Party's court judgment in Singapore.

There are some differences, nonetheless, that arise out of the CCAA, which is Singapore's enacting legislation for the Hague Convention. Thus, while the Hague Convention lists several grounds for the refusal of recognition or enforcement, none of these grounds are expressed to constitute mandatory grounds for refusal. But the CCAA provides for three grounds under which Singapore's High Court must refuse to recognise or enforce the court judgment of another State Party. These are:²⁵

- Where the defendant was not notified of the document by which the proceedings were instituted in sufficient time to enable him or her to defend the proceedings, unless the law of the State of origin allows the notification to be challenged and the defendant had entered an appearance and presented his or her case without challenging the notification in the court of origin.
- Where the foreign judgment was obtained by fraud in connection with a matter of procedure.
- Where the recognition or enforcement of the foreign judgment would be manifestly incompatible with the public policy of Singapore, including circumstances where specific proceedings leading to the judgment would be incompatible with fundamental principles of procedural fairness in Singapore.

²³ *ibid.*

²⁴ See the Reciprocal Enforcement of Foreign Judgments Act (Cap 265, 2001 Rev Ed), s 3(1), and the Reciprocal Enforcement of Foreign Judgments (Hong Kong Special Administrative Region of the People's Republic of China) Order (Cap 265, O 1, 2001 Rev Ed).

²⁵ CCAA (n 20), s 14. See also s 15, which sets out grounds on which the High Court may refuse to recognise or enforce a foreign judgment if it thinks fit.

Reciprocal Enforcement of Arbitral Awards

The reciprocal enforcement of arbitral awards is less complex than the reciprocal enforcement of court judgments. This is largely because of the success of the New York Convention.²⁶ Under the New York Convention, arbitral awards issued in Singapore are enforceable in the courts of over 150 Convention countries. Likewise, arbitral awards rendered in another New York Convention country are enforceable in the Singapore courts.

The views expressed in this article are that of the author alone. They do not necessarily reflect the views or opinions of the ASEAN Law Association or the organisation which the author is currently associated with.

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²⁶ New York Convention (n 17).