



# **International Arbitral Practice – Comparative Lessons from Singapore for new arbitrators**

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## **Key Highlights**

- 1. Singapore's International Arbitration Framework**
- 2. Role of key Singaporean Institutions in International Arbitration**

## Treaties and Conventions

Singapore has been a party to the New York Convention since 21 August 1986

Singapore is a party to the International Convention on the Settlement of Investment Disputes between States and Nationals of other States (1965)(ICSID) – ratified on 14 October 1968

## Legislative Framework

International Arbitration Act 1994 (IAA) provides the legislative framework for international arbitrations.

An international arbitration is an arbitration in which:

- (a) At least one of the parties to the arbitration agreement, at the time of conclusion of the agreement, has its place of business outside of Singapore;
- (b) The place of arbitration *or* where a substantial part of the commercial obligations to be performed *or* where the subject matter of the dispute is closely connected, is different from the place where the parties have their business; or

## Legislative Framework

- (c) The Parties expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

The IAA incorporates the Model Law adopted by United Nations Committee on International Trade Law (UNCITRAL Model Law).

The 2006 amendments to the UNCITRAL Model Law have not been adopted entirely in Singapore although the IAA has been adapted to reflect some of the 2006 amendments made (including expansion of definition of 'arbitration agreement').

## Legislative Framework

Singapore recognizes the finality of arbitral awards and limits the grounds of appeal (e.g. no right of appeal based on the question of law).

Singapore courts offer judicial support and minimum intervention in international arbitration proceedings and look to uphold the sanctity of an arbitration agreement entered into between the parties.

## Legislative Framework

In March 2025, the Ministry of Law in Singapore launched a public consultation on Singapore's international arbitration regime and the IAA.

8 issues in focus including:

- whether a right of appeal on questions of law is desirable;
- how to ascertain the governing law of the arbitration agreement;
- whether the review of the tribunal's jurisdiction should be conducted by way of an appeal or a rehearing;
- whether the summary disposal powers of arbitral tribunal should set out in IAA.



## Agreement to Arbitrate

An arbitration agreement must be in 'writing' in order to be valid and enforceable. Its content must be recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct or by other means (section 2A IAA).

The writing requirement may also be satisfied by an 'electronic communication if the information contained therein is accessible so as to be usable for subsequent reference' (section 2A(5) IAA).

Substantive requirement is that parties have a clear intention to arbitrate their dispute.

## Agreement to Arbitrate

Disputes are non-arbitrable where the subject matter of the dispute is of such a nature that it is contrary to public policy for the dispute to be resolved by arbitration (section 11 IAA).

A dispute is presumed to be arbitrable provided the dispute falls within the scope of an arbitration agreement. That presumption may be rebutted if it is shown that:

- (i) Either Parliament intended to preclude a particular type of dispute from being arbitrated; or
- (ii) That it would be contrary to the public policy considerations involved in that type of dispute to be permitted to be resolved by arbitration.

## Agreement to Arbitrate

Only a few subject matter have been identified as falling within the list of non-arbitrable matters, including:

- citizenship
- legitimacy of marriage
- grants of statutory licences
- winding up of companies
- bankruptcy and administration of estates

(*Larsen Oil and Gas Pte Ltd v Petroprod Ltd* [2011] SGCA 21).

## Agreement to Arbitrate

Arbitration agreements generally do not bind third parties – in accordance with the fundamental principle that submission of a dispute to arbitration is founded upon parties' consent.

However, a third party may be bound by an arbitration agreement provided they have the right to enforce a term in a contract that is subject to an arbitration agreement requiring the parties to submit their dispute to arbitration (section 9 Contracts (Rights of Third Parties) Act 2001).

Although the IAA does not directly address the issue of joinder, it is generally understood that the consent of all parties, including the party to be joined, is a necessary condition for there to be a joinder of a third party.

## Agreement to Arbitrate

If the applicable arbitral rules provide for joinder, any party (including the non-party or third party) may file an application for joinder either to the arbitral institution's secretariat or the arbitral tribunal (if constituted) so long as the third party is prima facie bound by the arbitration agreement, or where all parties have consented to the joinder (see Rule 18.1 of SIAC Rules 2025).

Arbitration clauses are considered separable from the main contract (article 16 of the Model Law (brought into force in Schedule 1 of the IAA)).

## Administrative Framework

- Singapore International Arbitration Centre (**SIAC**)
- Singapore Chamber of Maritime Arbitration (**SCMA**)
- Singapore International Commercial Court (**SICC**)

# SIAC

Established in 1991 as an independent not-for-profit organisation.

SIAC is amongst the world's top international arbitration institutions serving users from more than 100 jurisdictions.

Led by an international Board of Directors and Court of Arbitration.

Case management services supervised by the SIAC Court supported by SIAC's Secretariat.

## SIAC Rules 2025

In 2024 SIAC announced the official release of the 7<sup>th</sup> edition of the Arbitration Rules of SIAC (SIAC Rules 2025).

The SIAC Rules 2025 came into force on 1 January 2025.

Key highlights of the SIAC Rules 2025:

- introduction of new procedures such as the Streamlined Procedure, Preliminary Determination, and Coordinated Proceedings;
- expansion of the cases eligible for the Expedited Procedure;
- enhancements to the Emergency Arbitrator procedure including possibility of protective preliminary orders;



## SIAC Rules 2025

- updated appointment provisions and codification of the power of tribunals to appoint tribunal secretaries;
- incorporation of SIAC Gateway;
- specific provisions encouraging parties to consider mediation;
- mechanisms to enhance and promote the overall integrity and efficiency of arbitration proceedings.

## SIAC Rules 2025

SIAC Gateway, an online case management system powered by Opus 2, was launched in August 2024.

SIAC Gateway is intended to streamline arbitration case management from filing to the final award by providing parties with a secure, accessible and efficient tool to more easily and efficiently manage cases.

The cloud-based system simplifies and enhances the arbitral process by offering electronic filing and payment, secure document storage and real-time case management.

# SIAC Model Clause

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore].\*

The Tribunal shall consist of \_\_\_\_\_ arbitrator(s).^

The language of the arbitration shall be \_\_\_\_\_.

The law governing this arbitration agreement shall be \_\_\_\_\_. #

[In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court ("the SICC"); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.] \*\*

## SIAC-SIMC Arb-Med-Arb

Arb-Med-Arb is a process where a dispute is first referred to arbitration before mediation is attempted. If parties are able to settle their dispute through mediation, their mediated settlement may be recorded as a consent award.

The consent award is generally accepted as an arbitral award, and subject to any local legislation and/or requirements, is generally enforceable in over 170 countries under the New York Convention. If parties are unable to settle their dispute through mediation, they may continue with the arbitration proceedings.

# SIAC-SIMC Arb-Med-Arb Model Clause

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be [Singapore]. \*

The Tribunal shall consist of \_\_\_\_\_^ arbitrator(s).

The language of the arbitration shall be \_\_\_\_\_.

The law governing this arbitration agreement shall be \_\_\_\_\_. #

The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre ("SIMC"), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

## SCMA

Originally established in 2004 under management of SIAC.

Reconstituted in 2009 to function independently. Funded by the Singapore Maritime Foundation.

A specialist arbitration institution providing neutral, cost-effective and flexible framework for maritime and international trade arbitrations.

Overseen by a board of directors with a Registrar, Assistant Registrar and Secretariat providing administrative support to parties and tribunals.

## SCMA Rules

4<sup>th</sup> edition of the SCMA Rules effective 1 January 2022

Under the 4th Edition of the SCMA Rules, in cases where the aggregate amount of claims and counterclaims is equal to or less than USD 300,000 (or such other sum as may be agreed) the arbitration shall be conducted in accordance with the SCMA Expedited Procedure.

Expertise includes bunker disputes, charterparties, commodities, offshore and oil and gas, ship sale, ship building and repairs, and collisions.

## SCMA Arbitration Clause

“Any and all disputes arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration seated in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (“SCMA Rules”) current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.”



# SICC

SICC was established on 5 January 2015.

SICC is a division of the General Division of the Singapore High Court and part of the Supreme Court of Singapore.

The SICC serves as a companion rather than a competitor to arbitration as it seeks to provide parties in transnational business with one more option among a suite of viable alternatives to resolve transnational commercial disputes.

SICC is empowered to hear proceedings under the IAA, including applications to set aside awards, jurisdictional challenges, and enforcement applications.

# SICC

Generally, the SICC has the jurisdiction to hear and try an action if:

- the claim in the action is of an international and commercial nature;
- parties to the action have submitted to the SICC's jurisdiction under a written jurisdiction agreement.
- parties to the action do not seek any relief in the form of, or connected with, a prerogative order (including a mandatory order, a prohibiting order, a quashing order or an order for review of detention).

# SICC

SICC adopts international best practices for commercial disputes. Described as “arbitration in litigation” the SICC combines the best practices of international arbitration with the substantive principles of international commercial law.

SICC judges are drawn from various jurisdictions including the UK, US, Australia, Hong Kong, Japan and India.

In 2023, the SCMA introduced a model clause to provide for maritime and international trade matters to be heard by SICC.

## SCMA Jurisdiction Model Clause

“In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree: (a) to commence such proceedings before the Singapore International Commercial Court (“the SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.”

## SICC Model Clause

"In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 [in relation to the arbitration]\*, the parties agree: (a) to commence such proceedings before the Singapore International Commercial Court ("the SICC"); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC."

**Questions?**



**Thank**

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