The Singapore International Commercial Court

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Jurisdiction

The SICC was established in 2015 as a division of the General Division to hear international commercial disputes. It has jurisdiction where the claim is international and commercial in nature and the parties have submitted to it by written agreement, or where a case is transferred from the General Division. Since 2022 its jurisdiction extends to international insolvency, restructuring and dissolution proceedings, including recognition under the Model Law and schemes with a cross-border element.[1] A dispute is international if the parties have their places of business in different states, if the place of performance or the subject matter is outside Singapore, or if the parties agree that it is. A token dispute between a Zug foundation and a Singapore Pte Ltd qualifies on the first ground.

Why parties choose it

The SICC offers a bench that includes international judges from common-law and civil-law jurisdictions, so a case may be heard by a panel with a Swiss or German-trained member. It allows foreign lawyers registered with the court to appear in

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"offshore cases", meaning cases with no substantial connection to Singapore, and to address the court on foreign law in any case. It permits the parties to agree that foreign law be determined on submissions without expert evidence, which shortens trials involving Swiss law. It allows the parties to opt out of Singapore evidence rules in favour of agreed rules, such as the IBA Rules on the Taking of Evidence. And its judgments are enforceable as judgments of the Singapore High Court, with the same reach under the reciprocal enforcement statutes and the Hague Choice of Court Convention.[2]

The SICC has heard a growing number of technology disputes and has published guidance for cases involving digital assets, including on the use of technology for hearings and on the treatment of ledger evidence. Its appeal structure, with appeals to the Court of Appeal where permitted and the possibility of excluding or limiting appeals by agreement, gives parties certainty on duration.

Cross-border perspective

For a Swiss–Singapore contract, a clause submitting disputes to the SICC has advantages over both a Zürich Handelsgericht clause and a SIAC clause. Compared with Zürich, it gives interim relief against third-party exchanges, a common-law disclosure regime and a judgment that Switzerland will recognise under Arts 25 ff. PILA. Compared with arbitration, it gives a public judgment with precedential weight, appeal rights that can be tailored and a court that can join third parties. Its disadvantage against arbitration is enforceability outside Singapore and the Hague Convention states, which is why the choice depends on where the counterparty's assets are. A Swiss counterparty with assets in Switzerland is well served by an SICC clause. A counterparty with assets in a state that is party only to the New York Convention is better served by SIAC.

Notes

1. Supreme Court of Judicature Act 1969, ss 18A–18M, and the Singapore International Commercial Court Rules 2021, Singapore Statutes Online. ↩

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2. Singapore International Commercial Court Rules 2021, O 1 r 2 (definitions), O 3 (offshore cases and foreign lawyers), O 16 (foreign law), Singapore Statutes Online. ↩

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