Enforcement of judgments across borders

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Why enforcement decides the choice of forum

A judgment is worth only as much as the assets against which it can be enforced. The New York Convention allows arbitral awards to be enforced in 172 states.[1] This reach is the main reason why international parties have traditionally preferred arbitration over litigation. The success of the SICC therefore depends on whether its judgments can be enforced where the debtors hold their assets. Singapore pursues this goal on four tracks: a multilateral convention, a statute for reciprocal registration, bilateral understandings between courts and the general rules of each enforcing state.

The Hague Choice of Court Convention

The most important instrument is the Hague Convention on Choice of Court Agreements of 30 June 2005. Singapore signed it on 25 March 2015, ratified it on 2 June 2016 and has been bound since 1 October 2016. Parliament had passed the Choice of Court Agreements Act in April 2016, which made Singapore the first state to implement the Convention by dedicated legislation.[2] Where the parties have

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concluded an exclusive choice of court agreement in favour of the Singapore courts, including the SICC, the courts of other contracting states must recognise and enforce the resulting judgment unless one of the limited grounds of refusal in Article 9 applies.

The Convention binds 39 contracting parties, among them the European Union and its member states, the United Kingdom, Mexico, Montenegro, Ukraine, Bahrain since 1 July 2025 and Switzerland since 1 January 2025. China and the United States have signed but not ratified it.[3] The practical result is that an SICC judgment based on an exclusive jurisdiction clause can be enforced in London, Frankfurt, Paris, Zurich and Geneva under a treaty regime, a reach that few other Asian courts can offer.

Singapore has not joined the later Hague Judgments Convention of 2 July 2019, which entered into force on 1 September 2023 and covers judgments without an exclusive choice of court agreement. Its parties include the European Union, Ukraine, Uruguay and, since 1 July 2025, the United Kingdom.[4] Whether Singapore will accede is one of the open questions for the next decade.

Statutory registration under the REFJA

The central statute for the registration of foreign judgments in Singapore is the Reciprocal Enforcement of Foreign Judgments Act, which also matters for Singapore judgments abroad because it rests on reciprocity. It allows judgments from designated countries to be registered in Singapore without a new action. Since its reform, it covers judicial settlements, consent judgments, money and non-money judgments and interlocutory orders.[5] The extension to non-money judgments was introduced by amendments of 2019. The older Reciprocal Enforcement of Commonwealth Judgments Act was later repealed, with the Commonwealth jurisdictions concerned transferred to the REFJA regime.[6] Reciprocity matters in both directions. A state whose judgments are registered in Singapore is more likely to accord the same treatment to Singapore judgments.

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Memoranda of guidance

Where no treaty or statute applies, the Supreme Court has concluded memoranda of guidance with foreign courts. These documents are not binding. They set out how each court understands its own law on the enforcement of money judgments of the other, so that a creditor knows what to expect. The earliest dated memorandum on the court's list is the one concluded with the courts of the Dubai International Financial Centre in 2015, followed by the Qatar International Court in 2017 and the Supreme Court of Bermuda on 6 September 2017.[7] The memorandum with the Supreme People's Court of China, signed on 31 August 2018, was the most significant. The memorandum states expressly that it has no binding legal effect. It nevertheless gave creditors an authoritative description of the conditions under which Chinese courts would recognise and enforce Singapore money judgments in commercial cases.[8]

Further memoranda followed with Myanmar, Rwanda and Bahrain and with the courts of Abu Dhabi Global Market. Singapore also exchanged letters with the Commercial Court of the Supreme Court of Victoria in Australia. On 16 September 2026, at the Conference of Chief Justices of Asia and the Pacific in Seoul, Chief Justice Menon and Chief Justice Jo Hee-de of Korea signed a memorandum of guidance on money judgments together with a memorandum of understanding on the exchange of information on foreign law.[9] The network shows a pattern. Singapore builds enforcement links with the financial centres of the Gulf, with its main Asian trading partners and with states where Singapore investors are active.

Common law and civil law routes

Where none of these instruments applies, a Singapore judgment can still be enforced under the general law of the enforcing state. In common law jurisdictions, the creditor generally sues on the judgment debt in an action in which the foreign court rarely reopens the merits. In civil law jurisdictions, the codes usually allow enforcement if the Singapore court had jurisdiction, the judgment is final and was obtained with due process, enforcement does not offend public policy and

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reciprocity exists.[10] Singapore Supreme Court judgments have been enforced in this way in China, Japan and Vietnam. A Chinese court in Nanjing recognised a Singapore High Court judgment on the basis of reciprocity as early as 2016.[11]

The reverse direction matters as much for a financial centre. Singapore courts recognise foreign money judgments at common law if the foreign court had jurisdiction in the international sense and the judgment is final and conclusive on the merits. A creditor holding a judgment against a debtor with assets in a Singapore bank or family office can therefore pursue those assets, subject to the usual defences of fraud, public policy and breach of natural justice. A financial centre that protected assets from legitimate foreign judgments would quickly lose its reputation. Chapter H.V examines the related questions of criminal confiscation and mutual legal assistance.

Notes

1. UNCITRAL, status table of the New York Convention (uncitral.un.org, accessed November 2026): 172 parties, the most recent being Timor-Leste (accession 17 January 2023). ↩
2. Ministry of Law, press release "Singapore ratifies Hague Convention on Choice of Court Agreements", 2 June 2016 (mlaw.gov.sg): signed on 25 March 2015; ratified on 2 June 2016; in force for Singapore on 1 October 2016; Choice of Court Agreements Act passed in April 2016; first state to implement the Convention through dedicated legislation; judgments of the SICC to be recognised and enforced by other contracting states. ↩
3. HCCH, "Status table: Convention of 30 June 2005 on Choice of Court Agreements", hcch.net (accessed November 2026): 39 contracting parties; Singapore signed on 25 March 2015, ratified on 2 June 2016, in force 1 October 2016; European Union approval in force 1 October 2015; United Kingdom in force 1 October 2015 (accession 28 September 2020); Mexico; Montenegro (1 August 2018); Ukraine (1 August 2023); Bahrain (1 July 2025); also Albania, the Republic of Moldova, North Macedonia and Monaco; Switzerland (accession 18 September 2024, in force 1 January 2025);

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signatures by China (12 September 2017) and the United States (19 January 2009) without ratification. On the grounds of refusal in Art. 9: Singapore Courts, "Enforcement of SICC Judgments", judiciary.gov.sg (last updated 13 January 2025). ↩

4. HCCH, "Status table: Convention of 2 July 2019 on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters", hcch.net (accessed November 2026): general entry into force 1 September 2023; EU member states and Ukraine from 1 September 2023, Uruguay from 1 October 2024, United Kingdom from 1 July 2025, Albania and Montenegro from 1 March 2026, Andorra from 1 June 2026; Singapore not listed as signatory or party. ↩
5. Singapore Courts, "Enforcement of SICC Judgments", judiciary.gov.sg (last updated 13 January 2025): the Reciprocal Enforcement of Foreign Judgments Act provides for mutual recognition and enforcement of judgments, including judicial settlements, consent judgments, money and non-money judgments and interlocutory orders, from the countries covered by the Act. ↩
6. On the Reciprocal Enforcement of Foreign Judgments (Amendment) Act 2019 and the repeal of the Reciprocal Enforcement of Commonwealth Judgments Act with effect from 1 March 2023, see Ministry of Law press releases and Singapore Statutes Online. ↩
7. Singapore Courts, "Enforcement of Money Judgments", judiciary.gov.sg (accessed November 2026): memoranda of guidance with the Supreme Judicial Council of Bahrain, the Supreme Court of Rwanda, the Supreme Court of the Union of Myanmar, the Supreme People's Court of the PRC, the Supreme Court of Bermuda, the Qatar International Court and Dispute Resolution Centre, the ADGM Courts and the DIFC Courts, and an exchange of letters with the Commercial Court of the Supreme Court of Victoria; years as indicated in the document file names (DIFC 2015, Qatar 2017, Bermuda 6 September 2017, Bahrain 8 May 2023). ↩
8. Memorandum of Guidance between the Supreme People's Court of the People's Republic of China and the Supreme Court of Singapore on

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Recognition and Enforcement of Money Judgments in Commercial Cases, signed on 31 August 2018 by Zhou Qiang and Sundaresh Menon (judiciary.gov.sg): Art. 1 (Arts 6–16 on Singapore judgments in China, Arts 17–30 on Chinese judgments in Singapore; money judgments in commercial cases); Art. 2 ("This memorandum has no binding legal effect"). ↩

9. Singapore Courts, media release "Supreme Courts of Singapore and Korea sign new arrangements to support cross-border civil and commercial disputes", 16 September 2026 (judiciary.gov.sg): memorandum of guidance as to the enforcement of money judgments and memorandum of understanding on cooperation regarding information on foreign law, signed in Seoul during the 20th Conference of Chief Justices of Asia and the Pacific by Chief Justice Sundaresh Menon and Chief Justice Jo Hee-de. ↩
10. Singapore Courts, "Enforcement of SICC Judgments", judiciary.gov.sg (last updated 13 January 2025): in common law jurisdictions, an action on the judgment debt with the SICC judgment as evidence and re-litigation of the merits generally unlikely; in civil law jurisdictions, typical conditions of jurisdiction of the issuing court, finality, due process, public policy and reciprocity; Supreme Court judgments enforced in China, Japan and Vietnam. ↩
11. Recognition of a Singapore High Court judgment by the Nanjing Intermediate People's Court in *Kolmar Group AG v Jiangsu Textile Industry (Group) Import & Export Co Ltd* (2016). ↩

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