Parallel proceedings in several jurisdictions

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The Keppel global resolution

The Keppel case of 2017 is Singapore's leading example of a coordinated resolution with several states. The American Department of Justice concluded a deferred prosecution agreement with KOM, while its American subsidiary pleaded guilty in federal court in Brooklyn. The total penalty was about US$422 million.[1] According to the public announcements, Brazil received half of the criminal penalty, about US$211 million, while Singapore received up to about US$105.6 million, a quarter.[2] The Singapore share corresponds to the two instalments of US$52.8 million that the CPIB set as conditions of its warning.

The structure of the resolution shows how the jurisdictions shared the work. The United States had the investigative resources and the leverage of the American market. Brazil was the country where the officials had been bribed and Petrobras the injured company. Singapore was the seat of the company and the place from which the payments had been organised. Each state imposed its own sanction under its own law, while the amounts were coordinated so that the company did not pay three times for the same conduct.

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Crediting and offsetting

Crediting is the technical device that makes parallel resolutions possible. In the Keppel warning, the second instalment payable to Singapore was reduced by any penalties paid to specified Brazilian authorities within three years. The Seatrium agreement applies the same technique in greater detail. If the fines or criminal penalties paid to the Brazilian recipients within 30 months equal or exceed US$53 million, Seatrium need not pay the second instalment at all. Payments in other currencies are converted into dollars at the rate of the day. Any amount returned to the company is treated as not having been paid.[3]

The offset is limited to fines and criminal penalties paid on the same or substantially the same facts. It does not cover civil damages or commercial settlements. A company negotiating in several jurisdictions must therefore characterise its foreign payments carefully, since only those that qualify under the terms of the Singapore agreement will reduce the Singapore penalty.

Evidence across borders and the treatment of individuals

Parallel proceedings raise difficulties of evidence that domestic cases do not. The CPIB's explanation for the stern warnings in the Keppel case listed them precisely: documents in several jurisdictions, witnesses abroad who could not be compelled to testify in Singapore and the involvement of several authorities.[4] A company that self-reports can produce its own documents and make its employees available. A prosecution of individuals who contest the charges depends on evidence that may have to be obtained by formal request, on witnesses who may refuse to travel and on foreign proceedings whose timetable Singapore does not control.

The rule against double jeopardy adds another layer. MACMA requires the Attorney-General to refuse assistance where the person has already been convicted, acquitted or pardoned for the same conduct.[5] The suspension of limitation periods under section 149C of the Criminal Procedure Code protects Singapore's position while an agreement is in force. A statement of facts that a company admits in

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Singapore may, however, be used against it in civil proceedings abroad, which is one reason why companies negotiate its wording with care and why the court in the Seatrium case postponed its publication.

Coordination by agreement

The Seatrium agreement anticipates foreign proceedings in its definitions. Its cooperation clause obliges the company to assist any "Law Enforcement Agency", defined as an agency of any jurisdiction investigating offences, whenever the Public Prosecutor or the CPIB so requests. The prosecutor in Singapore thereby becomes a channel through which foreign investigators can obtain the cooperation of a Singapore company without a separate request for mutual legal assistance. The agreement also leaves Seatrium exposed to prosecution for offences "not disclosed in" or not arising from the statement of facts.[6] Full disclosure is therefore in the company's own interest, since only disclosed conduct is covered.

Regulatory and criminal tracks

Parallel proceedings occur within Singapore as well. The Monetary Authority of Singapore may impose civil penalties, withdraw licences and issue prohibition orders, while the Public Prosecutor decides on criminal charges. In the 1MDB case, for example, the former investment banker Tim Leissner received a prohibition order from the Authority in March 2017, which was extended to a lifetime ban in December 2018 after he admitted to charges related to the 1MDB investigation.[7] Admissions made in a criminal investigation thereby produced a regulatory consequence in Singapore. The deferred prosecution regime takes account of this interaction, since section 149C, described above, suspends the limitation periods for civil penalty and disciplinary proceedings during the term of an agreement.

Notes

1. Wikipedia, "Keppel Corporation" (accessed November 2026), citing Bloomberg, 22 December 2017: KOM entered into a deferred prosecution

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agreement and agreed "to pay $422 million to end the U.S. bribery probe"; its American subsidiary pleaded guilty in federal court in Brooklyn; about US$55 million paid to win 13 contracts with Petrobras and another company. ↩

2. Allocation of the Keppel penalty (Brazil US$211.1 million, 50 %; Singapore up to US$105.6 million, 25 %; United States the remainder) according to secondary summaries of the DOJ press release of 22 December 2017. ↩
3. CPIB, "Conditional Warning Issued to Keppel Offshore & Marine Ltd", 23 December 2017, cpib.gov.sg; Government Gazette Notice No. 2439 of 30 April 2026, Schedule, clauses 6.1.1(b) and 6.1.2(a)–(d). ↩
4. CPIB, "Stern Warnings Issued to Six Former Keppel Offshore & Marine Limited Employees", 12 January 2023, cpib.gov.sg. ↩
5. MACMA, s 20(1)(e) (text as reproduced on lawplayer.com, accessed November 2026). ↩
6. Government Gazette Notice No. 2439 of 30 April 2026, Schedule, clauses 1.1(g) and 5.1; Government Gazette Notice No. 2439 of 30 April 2026, Schedule, clause 4.3(a). ↩
7. Wikipedia, "1Malaysia Development Berhad scandal" (accessed November 2026): in March 2017 MAS issued a ten-year prohibition order against Tim Leissner; in December 2018, after he admitted to charges related to the 1MDB investigation, the order was extended to a lifetime ban; see Chapter VI of Part E. ↩

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