Singapore as a seat: courts and enforcement

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The policy of minimal curial intervention

The attraction of a seat depends largely on its courts. The Singapore courts have consistently described their role as one of support and limited supervision. In *Soh Beng Tee & Co Pte Ltd v Fairmount Development Pte Ltd*, decided on 9 May 2007, the Court of Appeal stressed the autonomy of the arbitral process and warned that aggressive intervention would encourage delay and unmeritorious challenges. A party alleging a breach of natural justice must identify the rule breached, show how it was breached and establish a causal connection with the award as well as actual prejudice.[1]

This restraint has become the hallmark of the Singapore seat. Because the Act contains no general appeal on points of law, a party can expect that an award will not be reopened on its merits. The reform debate of 2025 showed that some users would welcome a limited, opt-in appeal on law, which would bring Singapore closer to the English model.

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Stays of court proceedings and arbitrability

The first test of a seat comes when one party ignores the arbitration clause and sues in court. In *Tomolugen Holdings Ltd v Silica Investors Ltd*, decided on 26 October 2015, the Court of Appeal held that a court considering a stay under section 6 need only be satisfied on a prima facie standard that a valid arbitration agreement exists and covers the dispute. The court also held that claims for minority oppression under the Companies Act are generally arbitrable, since they concern the commercial expectations of shareholders and do not engage the public interests involved in winding up.[2] The decision matters for joint ventures and family holding companies, whose shareholders' agreements often contain arbitration clauses.

In *Anupam Mittal v Westbridge Ventures II Investment Holdings*, decided on 6 January 2023, the Court of Appeal refined the approach to arbitrability. A dispute that is non-arbitrable under the law governing the arbitration agreement will not proceed in Singapore. The same applies to a dispute that is non-arbitrable under Singapore law, because both outcomes would offend public policy under section 11. On the facts, the court found that Singapore law governed the arbitration agreement, so that the Indian shareholder's proceedings before the National Company Law Tribunal breached it.[3] The case illustrates how the Singapore courts protect arbitration agreements against parallel proceedings in a party's home state.

The law governing the arbitration agreement

Which law governs the arbitration agreement itself is a recurring question in Asian transactions, where the main contract, the seat and the parties often belong to different legal systems. In *BCY v BCZ*, decided on 9 November 2016, the High Court applied a three-stage test of express choice, implied choice and closest connection. It held that the law chosen for the main contract is a strong indicator of the law of the arbitration agreement, even where the seat lies in another country.[4] The consultation of 2025 asked whether this judge-made rule should give way to a statutory rule, possibly following the English Act of 2025.

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Setting aside: the grounds and their limits

An award made in Singapore can be challenged only in the Singapore courts and only on limited grounds. These are the grounds of Article 34 of the Model Law, among them incapacity, invalidity of the agreement, lack of notice, excess of jurisdiction, irregular composition of the tribunal and public policy. Section 24 adds two more: an award induced or affected by fraud or corruption, and a breach of natural justice that has prejudiced a party's rights.[5]

The courts apply these grounds strictly. In *Coal & Oil Co LLC v GHCL Ltd*, the High Court refused to set aside a SIAC award on a coal supply contract, although the sole arbitrator had taken some nineteen months after the final submissions to render it. Delay alone, the court held, does not violate public policy. A procedural breach must also be more than "arid, technical, or trifling".[6]

The courts intervene when the integrity of the process is at stake. In *DJP v DJO*, decided on 8 April 2025, the Court of Appeal upheld the setting aside of an ICC award seated in Singapore that concerned a freight railway contract in India. At least 212 of the award's 451 paragraphs had been taken from awards in two parallel arbitrations chaired by the same presiding arbitrator. The court found that a fair-minded observer would suspect prejudgment, that the parties had been denied a fair hearing on material they could not see and that the co-arbitrators had not stood on an equal footing with the chair.[7] The decision was widely read as a signal that minimal intervention ends where a tribunal fails to decide the case before it.

Enforcement of Singapore awards and the choice of remedies

An award made in Singapore is enforced in Singapore under section 19 and abroad under the New York Convention. In *PT First Media TBK v Astro Nusantara International BV*, decided on 31 October 2013, the Court of Appeal addressed the position of a party that had not challenged the tribunal's jurisdiction at the seat. It held that the Model Law rests on a "choice of remedies". A party may either apply to set aside an award or resist its enforcement, raising the grounds of Article 36 even

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against a Singapore award.[8] The case arose from a dispute between Indonesian and Malaysian media groups. It showed that the Singapore courts examine jurisdictional objections seriously, even at the enforcement stage.

Foreign awards and the New York Convention

Part 3 of the Act governs foreign awards. A foreign award may be enforced by action or in the same manner as a Singapore award, on production of the authenticated award, the arbitration agreement and, where necessary, a certified English translation. Enforcement may be refused only on the grounds listed in section 31, which reproduce Article V of the New York Convention.[9] These grounds include the invalidity of the agreement, lack of proper notice, excess of mandate, procedural irregularity, the setting aside of the award at the seat, non-arbitrability and public policy.

For the financial centre, this function is of practical importance. Many debtors keep bank accounts, shares or property in Singapore, so creditors holding an award from London, Paris or Hong Kong come to Singapore to enforce it. Recent decisions have extended this reach to states. In 2025 the Singapore International Commercial Court refused to set aside the leave to enforce three Yukos awards against the Russian Federation. In 2026 the High Court held that Spain, by acceding to the ICSID Convention, had submitted to the jurisdiction of the Singapore courts for the recognition of an ICSID award.[10]

The Singapore International Commercial Court increasingly hears applications to set aside or enforce awards. *DJP v DJO* came before its judges at first instance and, on appeal, before the Court of Appeal sitting with an international judge, Lord Neuberger. The structure of the SICC, its foreign judges and its rules on foreign counsel are examined in Chapter F.III.

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Notes

1. *Soh Beng Tee & Co Pte Ltd v Fairmount Development Pte Ltd* [2007] SGCA 28, 9 May 2007 (Chan Sek Keong CJ, Andrew Phang Boon Leong JA, V K Rajah JA), at [59] and [62]; *Soh Beng Tee* (n above), at [29], [73] and [86]. ↩
2. *Tomolugen Holdings Ltd v Silica Investors Ltd* [2015] SGCA 57, 26 October 2015 (Sundaresh Menon CJ, Chao Hick Tin JA, Chan Sek Keong SJ), at [63]–[64], [70], [84], [88] and [97]. ↩
3. *Anupam Mittal v Westbridge Ventures II Investment Holdings* [2023] SGCA 1, 6 January 2023 (Sundaresh Menon CJ, Judith Prakash JCA, Steven Chong JCA), at [55] and [60] ("composite" approach); *Anupam Mittal* (n above), at [75] and [96]. ↩
4. *BCY v BCZ* [2016] SGHC 249, 9 November 2016 (Steven Chong J), at [40], [49] and [65]. ↩
5. International Arbitration Act 1994, s 24(a)–(b), "in addition to the grounds set out in Article 34(2) of the Model Law". ↩
6. *Coal & Oil Co LLC v GHCL Ltd* [2015] SGHC 65, 12 March 2015 (Steven Chong J), at [51], [63] and [75]. ↩
7. *DJP and others v DJO* [2025] SGCA(I) 2, 8 April 2025 (Sundaresh Menon CJ, Steven Chong JCA, David Edmond Neuberger IJ), at [61], [70], [74]–[76] and [80]–[83]; appeal from *DJO v DJP* [2024] SGHC(I) 24. ↩
8. *PT First Media TBK v Astro Nusantara International BV* [2013] SGCA 57, 31 October 2013 (Sundaresh Menon CJ, V K Rajah JA, Judith Prakash J), at [65], [74] and [99]. ↩
9. International Arbitration Act 1994, ss 29(1), 30(1) and 31(1)–(4): enforcement may be refused in the listed cases "but not otherwise". ↩
10. Global Arbitration Review, *The Asia-Pacific Arbitration Review 2027* (n above), on *Hulley Enterprises Ltd v The Russian Federation* [2025] SGHC(I) 19 and *NextEra Energy Global Holdings BV v Kingdom of Spain* [2026] SGHC 43. ↩

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