Singapore law and Swiss law as choices of law

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Two legal traditions

Swiss law and Singapore law are among the laws most often chosen by parties who have no connection with either country. Both are chosen for similar reasons: the stability of the state, the quality of the courts and a reputation for neutrality. They differ in their method. Swiss contract law is codified in the Code of Obligations, adopted on 30 March 1911 and in force since 1 January 1912, which succeeded the first federal code of 1881, in force from 1 January 1883. Its general provisions on obligations occupy articles 1 to 183, followed by the special contracts in articles 184 to 551.[1]

A Swiss lawyer begins with the article of the code and reads the case law of the Federal Supreme Court as its interpretation. A Singapore lawyer begins with the decided cases and reads statutes as interventions in an uncodified body of law. The difference shapes drafting. Contracts under Swiss law can be shorter, since the code supplies many default rules. Contracts under common law tend to be longer, since the parties write their own definitions, representations, warranties and remedies into the document.

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The case for Swiss law

Swiss law is often used to govern international contracts because it is regarded as neutral with respect to the parties.[2] Commodity traders, engineering contractors and parties from civil law countries choose it because its code is concise and accessible, its courts are reliable and its arbitration law, discussed in the Geneva volume, offers limited grounds of challenge before the Federal Supreme Court.[3] Swiss private international law gives broad effect to the parties' choice of law in contracts.[4]

For parties from continental Europe, Latin America, the Middle East and francophone Africa, Swiss law feels familiar because it belongs to their own legal family. A Brazilian or Egyptian lawyer reading the Code of Obligations recognises its categories. The code also exists in several equally authentic national languages, so parties can often work in a language close to their own. Since 1 January 2025 Switzerland has also been a party to the Hague Convention on Choice of Court Agreements, which strengthens the international enforceability of Swiss court judgments based on exclusive choice of court clauses.[5]

The case for Singapore law

Singapore law appeals to a different constituency. Parties from common law jurisdictions, including India, Malaysia, Australia, the United Kingdom and many international banks, already work with its concepts. Chinese, Vietnamese and Indonesian parties, whose own systems are civil law systems, often accept it because it is the law of a regional, neutral and English-speaking jurisdiction whose judgments are published and reasoned. Its documentation follows the English market standards on which most international finance is built. A loan agreement drafted on an English law template can be adapted to Singapore law with limited changes.

Singapore law also benefits from proximity. A dispute under Singapore law can be heard in Singapore before judges who know the region, with counsel from the region, within a few hours' flight for most parties. The SICC allows foreign lawyers

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to appear in certain circumstances if they register with the court and accept its code of ethics.[6] For a party from Vietnam or Indonesia, the distance to Singapore is shorter than to Geneva, both geographically and culturally.

Enforcement compared

Both countries are long-standing parties to the New York Convention. Switzerland ratified it on 1 June 1965, with effect from 30 August 1965, about two decades before Singapore.[7] An arbitral award rendered in Geneva or in Singapore can therefore be enforced in almost any trading country. Both are now also parties to the Hague Choice of Court Convention, which links them with the European Union, Mexico, Montenegro, Ukraine and the United Kingdom, among others.[8]

Switzerland has one additional instrument. The Lugano Convention gives Swiss judgments privileged recognition in the European Union, Iceland and Norway, an advantage for which Singapore has no European equivalent.[9] Singapore has its own advantage in Asia. Its judgments can be registered in the Commonwealth and Asian jurisdictions covered by its reciprocal enforcement legislation. The Supreme Court has also concluded memoranda of guidance on enforcement with several foreign judiciaries.[10] For an award under arbitration, the practical difference is small. For a court judgment, the location of the assets decides which of the two is the better choice.

Practical consequences: a checklist for the choice of law

The choice between Singapore law and Swiss law, or between either and English law, should follow from the transaction. The following questions help to frame it:

- Where are the assets against which a judgment or award would be enforced, and which conventions link that place with the chosen forum?
- Which legal family are the parties and their in-house lawyers trained in, and in which language will the contract be negotiated and performed?

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- Is there a market standard document for the transaction, and under which laws is it published?
- Will the contract be part of a financing chain in which the other documents are governed by English or Singapore law, so that a different law would create inconsistencies?
- Does the transaction involve security over assets located in Singapore or Switzerland, which will in any event be governed by the local law of the place where they are situated?
- Should disputes go to a court or to arbitration, and is the seat consistent with the governing law, so that counsel and arbitrators understand the law they apply?
- Do the parties need a forum that both regard as neutral, and does the chosen law and seat satisfy the regulators or state entities involved?
- Have the advisers checked recent decisions of the Court of Appeal or the Federal Supreme Court on the clauses that matter most, such as limitation of liability, penalties, set-off and termination?

The checklist does not produce a single answer. A Geneva commodity trader selling Swiss-financed cargoes to an Indonesian buyer may prefer Swiss law and arbitration in Geneva, while a Singapore bank lending to the same buyer will prefer Singapore law and a Singapore forum. The two choices can coexist within the same supply chain, each suited to its contract.

Notes

1. Wikipedia, "Swiss Code of Obligations" (accessed November 2026): adopted on 30 March 1911; entry into force 1 January 1912; the first version was adopted in 1881 and took effect on 1 January 1883; General Provisions (arts. 1–183); Types of Contractual Relationship (arts. 184–551). ↩

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2. Wikipedia, “Swiss Code of Obligations” (accessed November 2026): Swiss law “is often used to regulate international contracts, as it is deemed neutral with respect to the parties”. ↩
3. Ressos, *Genève, place financière internationale*, partie F, chapitre III, on the Swiss law of international arbitration in chapter 12 of the Federal Act on Private International Law and the single action for annulment before the Federal Supreme Court. ↩
4. Federal Act on Private International Law of 18 December 1987 (PILA, SR 291), art. 116: the contract is governed by the law chosen by the parties. ↩
5. Hague Conference on Private International Law, status table of the 2005 Choice of Court Convention, hcch.net (accessed November 2026): Switzerland acceded on 18 September 2024, entry into force 1 January 2025. ↩
6. Singapore Courts, “Singapore International Commercial Court”, judiciary.gov.sg (accessed November 2026): foreign lawyers can represent parties in certain circumstances if registered with the Court and bound by a Code of Ethics. ↩
7. UNCITRAL, status of the New York Convention, uncitral.un.org (accessed November 2026): Switzerland signed on 29 December 1958, ratified on 1 June 1965, entry into force 30 August 1965. ↩
8. Hague Conference on Private International Law, status table of the 2005 Choice of Court Convention, hcch.net (accessed November 2026): parties include the European Union (in force 1 October 2015), Mexico, Montenegro, Singapore, Switzerland, Ukraine and the United Kingdom; China signed on 12 September 2017. ↩
9. Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, Lugano, 30 October 2007. Wikipedia, “Lugano Convention” (accessed November 2026): signed in 2007 by the European Community, Denmark, Iceland, Norway and Switzerland; the United Kingdom’s application to accede has not been approved. Ressos,

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Genève, place financière internationale, partie F, chapitre III, on the Convention of 30 October 2007. ↩

10. Reciprocal Enforcement of Foreign Judgments Act 1959 as amended by the Reciprocal Enforcement of Foreign Judgments (Amendment) Act 2019; the separate Reciprocal Enforcement of Commonwealth Judgments Act is understood to have been repealed and its jurisdictions transferred to the 1959 Act with effect from 2023. ↩

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