The International Arbitration Act

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From the Foreign Awards Act of 1986 to the Act of 1994

Singapore's modern arbitration law was built in two steps. The first concerned the enforcement of foreign awards. Singapore acceded to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958, the New York Convention, on 21 August 1986. The Convention entered into force for Singapore on 19 November 1986, subject to the reservation that Singapore applies it only to awards made in another contracting state. It was implemented by the Arbitration (Foreign Awards) Act 1986, which came into force on the same day.[1]

The second step concerned arbitrations seated in Singapore. Parliament passed the International Arbitration Act on 31 October 1994. It came into force on 27 January 1995.[2] The Act absorbed the Foreign Awards Act into its Part 3 and created a regime for international arbitrations distinct from that for domestic arbitrations, which are today governed by the Arbitration Act 2001.[3] The timing was significant. The Economic Development Board had spent two decades attracting regional headquarters and trading companies, which Part G of this book examines. Those companies needed a neutral forum close to their Asian business, which the legislature now provided.

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The Model Law and the definition of international arbitration

The core of the Act is section 3, which gives the UNCITRAL Model Law on International Commercial Arbitration the force of law in Singapore, with the exception of its Chapter VIII on recognition and enforcement. The Model Law, adopted by UNCITRAL on 21 June 1985, is reproduced in the First Schedule.[4] Section 4 allows the courts to interpret it with reference to the documents of UNCITRAL and its working group. Singapore thereby joined a family of jurisdictions whose arbitration law follows a common international text, which foreign lawyers can understand without studying local peculiarities.

The Act applies to international arbitrations. Section 5 treats an arbitration as international if at least one party has its place of business outside Singapore, if the seat or the place where a substantial part of the obligations is to be performed lies outside the state of the parties' places of business, or if the parties expressly agree that the subject matter relates to more than one country. Parties to a domestic arbitration may opt into the international regime by written agreement.[5] Singapore companies use this opt-in when they prefer the more limited court supervision of the international regime.

Party autonomy and the powers of the tribunal

The Act combines respect for party autonomy with a strong set of tools for the tribunal. Where a party sues in court in breach of an arbitration agreement, section 6 obliges the court to stay the proceedings unless the agreement is null and void, inoperative or incapable of being performed. Section 11 provides that any dispute which the parties have agreed to submit to arbitration may be determined by arbitration unless this is contrary to public policy. The mere fact that a statute confers jurisdiction on a court does not make a matter non-arbitrable. Since 2019 the Act has also declared disputes over intellectual property rights capable of settlement by arbitration.[6]

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Section 12 lists the powers of the tribunal. It may order security for costs, discovery of documents and facts, evidence by affidavit, the preservation or sale of property in dispute, the preservation of evidence, security for the amount claimed, measures against the dissipation of assets, interim injunctions and the enforcement of confidentiality obligations. Security for costs may not be ordered merely because a claimant resides or is incorporated outside Singapore, a rule that reassures foreign users.[7] The Act defines the arbitral tribunal to include an emergency arbitrator appointed under institutional rules. Orders of an emergency arbitrator can therefore be enforced through the courts.[8]

The Act also protects the persons who make the system work. An arbitrator is not liable for negligence or for any mistake in law, fact or procedure, while appointing authorities and institutions are liable only for acts done in bad faith. The President of the SIAC Court of Arbitration is the statutory authority that appoints arbitrators when the parties' own mechanism fails.[9] An award is final and binding on the parties and on persons claiming through them. With the permission of the High Court, it may be enforced in the same manner as a judgment.[10]

Amendments from 2001 to 2022

The Act has been amended frequently, usually in response to suggestions from practitioners and to developments in competing seats. Amending Acts were passed in 2001, 2002, 2009, 2012 and 2020, together with consequential changes from court reforms and other statutes.[11] Each amendment addressed a concrete issue. The amendment of 2009 empowered the High Court to grant interim measures in support of arbitrations whatever their seat, which allows a party to an arbitration in London or Hong Kong to freeze assets in Singapore.[12] Since 2012, a party may also bring a tribunal's ruling that it lacks jurisdiction before the court within 30 days. Under the Model Law alone, only a positive ruling could be challenged in this way.[13]

The court reforms of 2021 changed the treatment of arbitration-related court proceedings. Such proceedings are heard in private unless the court orders a hearing in open court, on its own motion or on the application of any person.[14] The

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confidentiality that users value is thus extended to the courtroom. Judgments are usually published in anonymised form, which is why many of the leading cases discussed below bear letter codes such as *DJP v DJO* or *BCY v BCZ*.

The reform debate of 2025

In 2025 the Ministry of Law opened a further round of reform. It commissioned the Singapore International Dispute Resolution Academy to study the arbitration regime and held a public consultation from 21 March to 2 May 2025. The eight questions included costs orders after an award has been set aside, a permission requirement for appeals from the High Court, a discretion to extend the three-month time limit for challenges based on fraud or corruption, an opt-in appeal on points of law, a statutory rule on the law governing the arbitration agreement and an express power of summary disposal.[15]

The proposals show how Singapore manages its arbitration law. The government watches competing seats, in particular London after the English Arbitration Act 2025, and adjusts its statute before users perceive a disadvantage. A review published in May 2026 reported no further step after the consultation and no announced amendments.[16] The law described in this chapter is therefore the Act in its consolidated form in force from 9 March 2025.

Notes

1. UNCITRAL, status table of the New York Convention (uncitral.un.org, accessed November 2026): Singapore, accession 21 August 1986, entry into force 19 November 1986, declaration (a) on reciprocity; 172 parties in total; International Arbitration Act 1994 (2020 Rev Ed, informal consolidation in force from 9 March 2025), Legislative History, item 1: Act 24 of 1986, commencement 19 November 1986. ↩
2. International Arbitration Act 1994, Legislative History, item 3: Act 23 of 1994, second and third readings 31 October 1994, commencement 27 January 1995. ↩

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3. International Arbitration Act 1994, s 5(4) (Arbitration Act 2001 excluded) and Part 3, ss 27–33 (foreign awards). ↩
4. International Arbitration Act 1994, s 3(1) and s 2(1), definition of "Model Law". ↩
5. International Arbitration Act 1994, s 5(1)–(3). ↩
6. International Arbitration Act 1994, ss 6(1)–(2) and 11(1)–(2); International Arbitration Act 1994, s 26B, inserted by the Intellectual Property (Dispute Resolution) Act 2019 (Act 23 of 2019), commenced 21 November 2019. ↩
7. International Arbitration Act 1994, s 12(1)(a)–(j) and (4); para (j) on confidentiality added by Act 32 of 2020. ↩
8. International Arbitration Act 1994, s 2(1): "arbitral tribunal" "includes an emergency arbitrator appointed pursuant to the rules of arbitration agreed to or adopted by the parties". ↩
9. International Arbitration Act 1994, ss 25, 25A and 8(2) (President of the SIAC Court of Arbitration as authority under Article 11(3) and (4) of the Model Law). ↩
10. International Arbitration Act 1994, ss 19 and 19B(1). ↩
11. International Arbitration Act 1994, Legislative History, items 5–20: Acts 38 of 2001, 28 of 2002, 26 of 2009 (in force 1 January 2010), 12 of 2012 (1 June 2012) and 32 of 2020 (1 December 2020); 2020 Revised Edition in operation from 31 December 2021. ↩
12. International Arbitration Act 1994, s 12A(1)–(4), inserted by Act 26 of 2009: applicable "irrespective of whether the place of arbitration is in the territory of Singapore". ↩
13. International Arbitration Act 1994, s 10(2)–(3), as amended by Act 12 of 2012. ↩
14. International Arbitration Act 1994, s 22(1)–(2), as amended by Act 25 of 2021 with effect from 1 April 2022. ↩

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15. Allen & Gledhill, “MinLaw seeks feedback on international arbitration regime and International Arbitration Act 1994”, 4 April 2025: consultation from 21 March to 2 May 2025, based on a SIDRA study; eight issues listed, with reference to the UK Arbitration Act 2025. ↩

16. Global Arbitration Review, *The Asia-Pacific Arbitration Review 2027*, “Singapore arbitration updates: IAA reform proposals and key court decisions from 2025–2026” (14 May 2026): SIDRA report on eight issues, MinLaw consultation, no further developments and no amendments announced. ↩

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