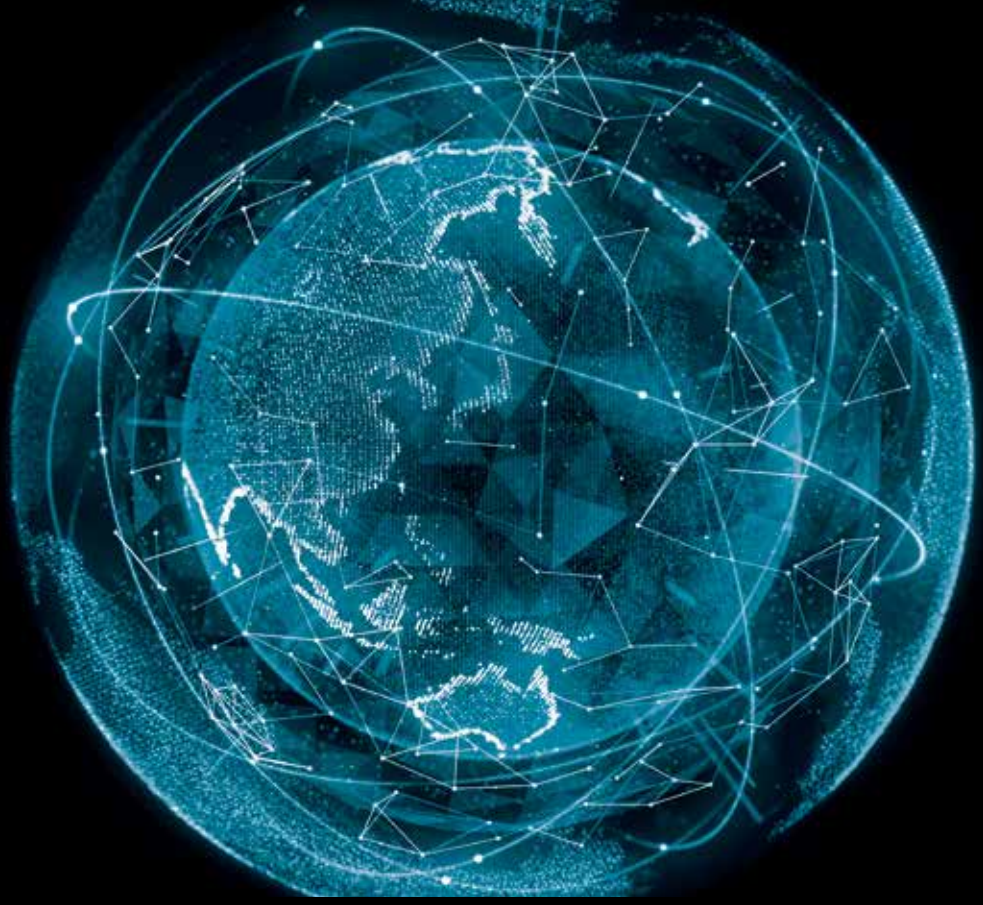

The Asia-Pacific Arbitration Review 2022

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A Global Arbitration Review Special Report

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Head of insight Mahnaz Arta
Account manager J'nea-Louise Wright

Production editor William Holt
Chief subeditor Jonathan Allen
Subeditor Tessa Brummitt
Head of content production Simon Busby
Senior content coordinator Hannah Higgins

Publisher David Samuels

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Subscription details
To subscribe please contact:
Global Arbitration Review
Meridian House, 34-35 Farringdon Street
London, EC4A 4HL
United Kingdom
Tel: +44 20 3780 4134
Fax: +44 20 7229 6910
subscriptions@globalarbitrationreview.com

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Welcome to *The Asia-Pacific Arbitration Review 2022*, *a Global Arbitration Review* special report. For the uninitiated, *Global Arbitration Review* is the online home for international arbitration specialists the world over, telling them all they need to know about everything that matters.

Throughout the year, we deliver our readers pitch-perfect daily news, surveys and features; lively events (under our GAR Live and GAR Connect banners (GAR Connect for virtual)); and innovative tools and know-how products.

In addition, assisted by external contributors, we curate a range of comprehensive regional reviews – online and in print – that go deeper into developments in each region than the exigencies of journalism allow. *The Asia-Pacific Arbitration Review*, which you are reading, is part of that series.

It contains insight and thought leadership inspired by recent events, from 35 pre-eminent practitioners. Across 14 chapters and 92 pages, they provide us with an invaluable retrospective on the past year. All contributors are vetted for their standing and knowledge before being invited to take part.

The contributors' chapters capture and interpret the most substantial recent international arbitration events across the Asia-Pacific region, with footnotes and relevant statistics. Elsewhere they provide valuable background on arbitral infrastructure in different locales to help readers get up to speed quickly on the essentials of a particular country as a seat.

This edition covers Australia, Hong Kong, India, Malaysia, Singapore, Sri Lanka and Vietnam and has overviews on construction and infrastructure disputes in the region (including the effect of covid-19), the state of ISDS and what to expect there, and trends in commercial arbitration, as well as contributions by four of the more dynamic local arbitral providers.

Among the nuggets this reader learned is that:

- force majeure is not necessarily the only option for project participants affected by covid-19, especially if the FIDIC suite is in the picture;
- Korea's diaspora is known as its *Hansang* and more 'international' arbitrators are now accepting KCAB appointments (the number of KCAB 'first-timers' is up by 23 per cent);
- it has become far easier for foreign counsel and arbitrators to conduct cases in Thailand;
- there have been some strongly pro-arbitration decisions from the Philippines and Vietnam of late;
- Sri Lanka's courts also seem to have turned a corner on avoiding excessive interference; and
- improvements in the arbitral environment in Vietnam are part of a concerted effort that began in 2015.

I also found answers to some other questions that had been on my mind, such as whether an increase in case numbers in the SIAC in 2020 was matched by an increase in the total value at stake there (spoiler alert: no), and a number of components I plan to consult when the need arises – including a summary of key decisions in Singapore; a long explainer on the background to the Amazon-Future dispute in India; and a fabulous chart deconstructing the arbitral furniture in Uzbekistan.

I hope you enjoy the volume and get as much from it as I did. If you have any suggestions for future editions, or want to take part in this annual project, my colleagues and I would love to hear from you. Please write to insight@globalarbitrationreview.com.

David Samuels
Publisher
May 2021

Singapore

Alvin Yeo SC, Sean Yu Chou and Wei Lee Lim
WongPartnership LLP

In summary

This chapter summarises the key developments on the Singapore international arbitration scene between March 2020 and February 2021.

Discussion points

- Highlights from the Singapore International Arbitration Centre's Annual Report 2020
- Legislative developments concerning international arbitration in Singapore
- Significant judgments handed down by the Singapore courts in relation to international arbitration

Referenced in this article

- Singapore International Arbitration Centre
- International Arbitration Act (Cap 143A, 2002 Rev Ed)
- UNCITRAL Model Law on International Commercial Arbitration
- *CBS v CBP* [2021] SGCA 4
- *BRS v BRQ and another and another appeal* [2020] SGCA 108
- *Bloomberry Resorts and Hotels Inc and another v Global Gaming Philippines LLC and another* [2021] SGCA 9
- *BTN and another v BTP and another* [2020] SGCA 105
- *Gokul Patnaik v Nine Rivers Capital Limited [2021] SGHC(I) 23*
- *Cheung Teck Cheong Richard and others v LVND Investments Pte Ltd* [2021] SGHC 28

The year 2020 set many new records for international arbitration in Singapore.

New case filings at the Singapore International Arbitration Centre (SIAC) hit an all-time high of 1,080 (including two sets of related cases), with 94 per cent of the new case filings being international in nature (up from 87 per cent in 2019). This is the first time the SIAC's caseload has exceeded 1,000.

Of the 1,080 new case filings, 1,063 (98 per cent) were administered by the SIAC, which is itself a new record (this was 454 (95 per cent) in 2019). The remaining 17 case filings (2 per cent) were ad hoc appointments.

The new cases were filed by parties from 60 jurisdictions (59 in 2019), with India, the United States and China topping the foreign user rankings. Other foreign users hailed from jurisdictions as diverse as Switzerland, Japan, the Cayman Islands, Hong Kong, Vietnam, Indonesia and Thailand.

In addition, the SIAC's total sum in dispute for new case filings rose to US$8.49 billion (from US$8.09 billion in 2019).

International Arbitration Act amended

On 1 December 2020, further amendments were made to the International Arbitration Act (Cap 143A, 2002 Rev Ed) (IAA), to strengthen the legal framework in Singapore for international arbitration.

Introduction of default mode of appointing arbitrators in multi-party arbitrations

The IAA has been amended to introduce, by way of a new section 9B, a default mode of appointment of arbitrators in multi-party arbitrations in situations where the parties' agreement does not specify a procedure for such appointments. The new mechanism lays out the processes and time frames to be adopted by the claimants and respondents in appointing a three-member arbitral tribunal.

This is expected to reduce potential delays in the arbitration arising from a party's inability or unwillingness to agree on joint nominations. It should, however, be noted that the parties may, by agreement, choose to opt out of this mechanism.

This new default mode applies to multi-party arbitrations commenced on or after 1 December 2020, although parties in ongoing arbitrations may choose to opt in where no arbitrator has been appointed yet and if the parties agree in writing.

Recognition of powers of the arbitral tribunal and the High Court to enforce confidentiality obligations

A new section 12(1)(j) has been introduced to explicitly recognise the powers of the arbitral tribunal to make orders and give directions to parties to enforce confidentiality obligations arising by written agreement, any written law or rule of law (including at common law) or under any rules of arbitration agreed to be adopted by the parties.

A new section 12A(2) recognises that the High Court has the same powers, although subsections (3), (6) and (7) circumscribe those powers by providing that: (i) the High Court may refuse to make such orders if the prospective or actual place of arbitration is not Singapore (and this makes the grant of such orders inappropriate); (ii) court orders may be made only if and to the extent that the arbitral tribunal has no power to do so; and (iii) any such order made by the High Court will cease to have effect if the arbitral tribunal makes an order expressly relating to the whole or part of the court order.

Memorandums of understanding between the SIAC and other institutions

The SIAC entered into two memorandums of understanding (MOUs) with other arbitral institutions to promote arbitration as the preferred method of dispute resolution for international disputes:

- on 9 September 2020, with the Thailand Arbitration Centre (THAC); and

- on 30 November 2020, with the Hainan International Arbitration Court (HIAC).

Under these MOUs, the SIAC will, inter alia, work with these institutions to co-organise conferences, seminars and workshops on international arbitration.

The SIAC and the HIAC will also invite key members of their local arbitration community to attend and participate in major events organised by the SIAC in Hainan or by the HIAC in Singapore, and upon request and where appropriate, provide recommendations of arbitrators to each other, and conduct training programmes for each other's staff. In addition, the THAC will extend the use of its hearing facilities at preferential rates for SIAC arbitrations that are held in Thailand.

The SIAC also entered into MOUs with two institutions of higher learning: on 1 July 2020 and 8 July 2020, with the Fudan University Law School (FLS) and the Thammasat University Faculty of Law (TU Law), respectively. The SIAC will work together with those institutions to place their law students in internships at the SIAC, and collaborate with those institutions to incorporate a module on 'SIAC and Institutional Arbitration' into their respective law programmes. Upon request by the SIAC or the FLS or TU Law, the parties will also conduct joint training programmes, seminars, workshops or other events in China or Thailand to promote the development and practice of international arbitration.

On 19 February 2021, the SIAC entered into an MOU with the Suzhou Industrial Park Administrative Committee (SIP), for the SIAC and SIP to work together to jointly promote international arbitration in Suzhou, and set up the SIAC Suzhou (Arbitration) Working Group to exchange information and ideas on the development of international arbitration.

Case law

We summarise below some of the significant judgments released since our last report (from March 2020 to February 2021):

- In *CBS v CBP* [2021] SGCA 4, the Court of Appeal upheld the High Court's decision to set aside a Singapore Chamber of Maritime Arbitration (SCMA) arbitration award, finding that the sole arbitrator's decision to prohibit the parties from adducing any witness evidence was a breach of natural justice.
- In *BRS v BRQ and another and another appeal* [2020] SGCA 108, the Court of Appeal held that an application to correct an award does not extend the time limit for challenging the award, if the substance of the request does not come within the scope of article 33 of the UNCITRAL Model Law on International Commercial Arbitration (the Model Law).
- In *Bloomberry Resorts and Hotels Inc and another v Global Gaming Philippines LLC and another* [2021] SGCA 9, the Court of Appeal rejected the appellants' application to set aside and resist enforcement of an arbitral award, finding that the three-month time limit cannot be extended even in cases of fraud.
- In *BTN and another v BTP and another* [2020] SGCA 105, the Court of Appeal held that an arbitral tribunal's decision to apply the doctrine of res judicata to preclude parties from litigating certain issues was not a breach of natural justice or contrary to Singapore's public policy.
- In *Gokul Patnaik v Nine Rivers Capital Limited* [2020] SGHC(I) 23, the Singapore International Commercial Court (SICC) dismissed the plaintiff's application to set aside an award, affirming that the threshold under article 34(2)(b)(ii) of the Model Law to set aside an award is 'very high'. Even if the underlying contract is illegal in another foreign state, that does not automatically mean that an arbitral award contemplating enforcement of that contract is contrary to the public policy of Singapore.
- In *Cheung Teck Cheong Richard and others v LVND Investments Pte Ltd* [2021] SGHC 28, the High Court held that a clause requiring the parties to 'consider resolving the dispute or difference through mediation' before referring the dispute to arbitration or court proceedings was not a valid arbitration agreement.

Prohibiting parties from presenting witness evidence is a breach of natural justice

In *CBS v CBP* [2021] SGCA 4, the Court of Appeal upheld the High Court's decision to set aside an arbitral award, finding that the sole arbitrator's decision not to allow the parties to adduce any witness evidence at the hearing was a breach of natural justice. The appellant commenced an arbitration against the respondent under the Rules of the Singapore Chamber of Maritime Arbitration (the SCMA Rules), seeking payment for the 20,000MT of coal that was delivered to the respondent.

After a lengthy delay, the respondent filed its defence in the arbitration, together with its list of witnesses. The respondent's defence indicated its position that the issues in dispute had been amicably resolved at a meeting between the parties, and the respondent's intended witnesses included persons who were at that meeting. Following the arbitrator's query, the parties considered and disagreed on whether an oral hearing was required. The arbitrator was dissatisfied with the respondent's answers as to why it required an oral hearing, and required the respondent to produce its witness statements before the arbitrator would decide whether an oral hearing was necessary. The respondent, however, refused to do so, taking the position that it was a breach of natural justice for the arbitrator to decline its request for an oral hearing. The arbitrator subsequently convened a hearing for oral submissions only. The respondent did not participate in the hearing. The arbitrator subsequently rendered an award in favour of the appellant. The respondent challenged the award on the basis that there was a breach of natural justice. The High Court agreed with the respondent and set aside the award.

On appeal, the Court of Appeal affirmed the High Court's decision that there had been a breach of natural justice as the respondent was denied a 'full opportunity' to present its case. Under the SCMA Rules, the arbitrator was not entitled to choose what type of hearing to hold, in the absence of the parties' agreement. While tribunals have the power to limit the oral examination of witnesses as part of their case management powers, this was not an unfettered power that overrode the rules of natural justice.

The Court of Appeal further held that the power to remit the award back to the same tribunal is vested only in the High Court. As the appellant did not apply for remittal before the High Court, it was not open to the appellant to do so on appeal.

Application to correct an award does not always extend the time limit for challenging the award

In *BRS v BRQ and another and another appeal* [2020] SGCA 108, the Court of Appeal held that an application to correct an award does not extend the time limit for challenging the award, if the substance of the request did not fall within the scope of article 33 of the Model Law.

The appellant was undertaking a project to build a power plant through a special purpose vehicle company, BRR. BRQ invested in the project by purchasing all shares in BRR under a

securities purchase agreement (SPA). In the SPA, it was envisaged that the project would be completed or 'wet commissioned' by 31 March 2013. The wet commissioning was only achieved on 31 October 2015.

BRQ and BRR (collectively, the respondents) commenced arbitration against the appellant, claiming costs and damages incurred as a result of the delay. The tribunal issued a final award substantially in favour of the respondents, but limited the appellant's liability until 30 June 2014 (the cut-off date), finding that the project could have achieved wet commissioning on the cut-off date.

The appellant and the respondents each filed separate applications to set aside portions of the award, on the bases that the tribunal had either acted in breach of natural justice or in excess of its jurisdiction. The respondents alleged that the appellant's challenge should be dismissed as it had been brought after the three-month deadline stated in article 34(3) of the Model Law. The High Court judge found that the appellant's challenge had been raised in time, but eventually dismissed each party's claims and upheld the tribunal's award. Both parties appealed.

On the appellant's set-aside application, the Court of Appeal reversed the decision of the High Court judge, finding that the appellant's challenge had been made out of time. The applicable three-month time limit under article 34(3) of the Model Law would be extended, if a party made a request under article 33 of the Model law to correct errors in the award, or to give an interpretation of a specific point in the award, or for the tribunal to make an additional award on claims presented in the proceedings but omitted from the award. However, an article 33 request that was only a request in form would not qualify to extend time under article 34(3). An article 33 request would only have the effect of extending the time limit under article 34(3) if the substance of the request fell within at least one of the three types of requests permitted under article 33.

In the present case, although the appellant had written to the tribunal to seek corrections of the award, the Court of Appeal found that the purported corrections sought by the appellant were in truth requests for the tribunal to review or revisit its decision. As such, the request fell outside the scope of article 33 of the Model Law and did not serve to extend time under article 34(3). As the court did not have any power to extend this time limit, the appellant's challenge was thus time-barred.

Three-month time limit for setting aside an award cannot be extended

In *Bloomberry Resorts and Hotels Inc and another v Global Gaming Philippines LLC and another* [2021] SGCA 9, the Court of Appeal rejected the appellants' application to set aside or resist enforcement of an arbitral award, finding that the three-month time limit for setting aside an arbitral award cannot be extended even in cases of fraud.

The respondents commenced an arbitration against the appellants for wrongful termination of a management services agreement (MSA). The tribunal eventually issued an award on liability dated 20 September 2016 in favour of the respondents. On 21 December 2017, the appellants applied to the High Court to set aside the award. The application to set aside was made out of time (after the three-month time limit in article 34(3) of the Model Law), and the appellants sought the necessary extensions of time. The applications were brought on the basis that the making of the award was induced or affected by fraud within the meaning of section 24 of the IAA, relying on evidence of purported fraud or corruption (or both) that the appellants contended was not discoverable until months after the award was issued.

The High Court judge dismissed the appellants' application to set aside the award on the basis that it had been brought out of time, and the three-month time limit in article 34(3) of the Model Law cannot be extended even in cases of fraud. The High Court judge also rejected the appellants' argument that section 24 of the IAA created a separate regime to set aside an award, under which the time limit is extendable at the discretion of the court.

On appeal, the Court of Appeal affirmed the High Court judge's decision. The Court of Appeal further found that, to satisfy section 24 of the IAA, the allegations of fraud have to be supported by strong evidence and the party challenging the award on grounds of fraud must show a connection between the alleged fraud and the making of the arbitral award. On the facts, the Court of Appeal was not satisfied that the award was induced or affected by fraud.

The Court of Appeal further held that the three-month time limit in article 34(3) of the Model Law is absolute, even in cases of fraud and applications made under section 24 of the IAA:

- Article 34(3) is clear on its face and does not suggest that any carve-out is available for fraud or corruption, or any ground at all. The *travaux* of the Model Law indicates that the state parties had considered and rejected allowing a different and longer period of time for setting aside an application on the grounds of fraud.
- Section 29(1) of the Limitation Act (Cap 163, 1996 Rev Ed) does not in fact apply to article 34.
- The three-month time limit applies to section 24 of the IAA. The explanatory statement to the International Arbitration Bill (19 July 1994) suggests that section 24 of the IAA does not form a separate regime, but instead provides additional grounds on which an award might be set aside.

Precluding parties from litigating on certain issues based on the res judicata doctrine

In *BTN and another v BTP and another* [2020] SGCA 105, the Court of Appeal held that an arbitral tribunal's decision to apply the doctrine of res judicata to preclude parties from litigating certain issues was not a breach of natural justice or contrary to Singapore's public policy.

BTN owns BTO, a Malaysian company (collectively, the appellants). BTP and BTQ (collectively, the respondents) are individuals who were formerly substantial shareholders in BTO and another holding company (the Group).

The respondents entered into a set of contracts with the appellants. Under the contracts, the respondents were employed by BTO, and if they were dismissed 'without cause', the respondents were to gain an earn-out consideration of US$35 million. After the acquisition of the Group, BTO purported to have dismissed the respondents with cause. The respondents referred the matter to the Malaysian Industrial Court (MIC) and obtained an award from the MIC that they had been dismissed without cause. The appellants did not participate in the MIC proceedings, although BTO did not dispute that it had received numerous notices from the MIC of the proceedings.

The respondents then commenced arbitration against the appellants, seeking payment of the earn-out consideration. In the arbitration proceedings, the appellants took the position that the dismissals were 'with cause' and put forward its case. The respondents responded, inter alia, that issues dealing with cause of termination were res judicata by virtue of the MIC award (the res judicata issue). The parties agreed that the tribunal would hear and determine an agreed list of legal issues for the first hearing, which

included the question of whether the findings of the MIC were binding on the tribunal.

The tribunal issued a partial award in the respondents' favour, finding that the appellants were precluded by the MIC award from arguing that the respondents were terminated with cause (the partial award). The appellants applied to set aside the partial award and the High Court dismissed the application.

The appellants appealed, contending that:

- the tribunal's decision was a breach of natural justice and contrary to Singapore's public policy because it had deprived them of the right to put forward their defence to the respondents' claim and to make their own claims against the respondents; and
- the tribunal in the arbitration failed to decide matters contemplated by or falling within the submission to arbitration.

The Court of Appeal held that the tribunal did not commit any breach of natural justice or contravene Singapore's public policy, finding, among other things, the following.

- The parties clearly tasked the tribunal to determine 'all issues necessary to resolve whether the findings of the [MIC] are binding on both [appellants]'. Accordingly, the tribunal's decision was within the scope of the parties' agreement, and there was no breach of any rule of natural justice. It was not open to the appellants to argue that the tribunal should have examined the evidence of witnesses and other documents, as the parties had agreed to the arbitration hearing being a 'non-evidentiary hearing' to resolve only the agreed list of legal issues.
- The determinations of the res judicata issue go towards the admissibility of a claim, not a tribunal's jurisdiction to hear a case. There was no good reason why erroneous decisions on res judicata should be treated any differently from other errors of law. Accordingly, there was no basis on which to challenge an award involving an erroneous ruling in respect of an admissibility issue as being contrary to public policy.
- The tribunal did not abdicate its duty to decide on the issue of termination with cause, as the tribunal was specifically tasked to decide on the res judicata issue, and it did determine these issues in accordance with the parties' agreement.

The Court of Appeal therefore dismissed the appeal.

SICC affirms that the threshold under article 34(2)(b)(ii) of the Model Law is 'very high'

In *Gokul Patnaik v Nine Rivers Capital Limited* [2020] SGHC(I) 23, the SICC dismissed the plaintiff's application to set aside an award affirming that threshold under article 34(2)(b)(ii) of the Model Law (ie, the public policy ground) to set aside an award is 'very high'. Even if the underlying contract is illegal in another foreign state, that does not automatically mean that an arbitral award contemplating enforcement of that contract is contrary to the public policy of Singapore.

The defendant subscribed to various investor securities in Global Agrisystem Private Limited (GAPL), a company incorporated in India, pursuant to a share subscription and shareholders agreement (SSSA). Under the SSSA, the parties agreed that the defendant would be entitled to exercise various rights under the SSSA to exit GAPL if GAPL did not undertake an initial public offering of its shares with a certain minimum valuation by 31 March 2014. The initial public offering did not occur by 31 March 2014 and, pursuant to processes under the SSSA, the parties agreed in writing (the 2014 SPA) that one of GAPL's promoters would purchase the securities owned by the defendant for a certain sum. When this purchase failed to materialise, the parties tried other ways to secure the defendant's exit from GAPL but none were fruitful.

The defendant then commenced a SIAC arbitration pursuant to clause 11.12 of the 2014 SPA to seek payment from the plaintiff and other parties for the securities that the defendant held in GAPL. Ruling in favour of the defendant, the tribunal found that the plaintiff and another party were jointly and severally liable to purchase the defendant's securities in GAPL (the award).

The plaintiff sought to have the award set aside on various grounds, in particular under article 34(2)(b)(ii) of the Model Law for the award being in conflict with the public policy of Singapore. The plaintiff argued that:

- the SSSA and the 2014 SPA breached Indian law and Indian public policy because they were inconsistent with the Indian Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations (the FEMA Regulations); and
- it would be a breach of international comity, and therefore Singapore public policy, to let the award stand.

To show that the SSSA and the 2014 SPA were in breach of Indian law, the plaintiff filed a new expert affidavit with the SICC, which the defendant applied to have struck out.

The SICC, however, found that the award was not in conflict with the public policy of Singapore. Observing that the tribunal had already found that the SSSA and the 2014 SPA were not contrary to Indian law, the SICC highlighted that these were findings of fact that could not be reopened by the court.

The SICC also affirmed that, even if the SSSA and 2014 SPA breached the FEMA Regulations, the threshold under article 34(2)(b)(ii) of the Model Law is 'very high', and the plaintiff had not shown how the alleged breaches of the FEMA Regulations would 'shock the conscience' or 'violate the most basic notions of morality and justice'. The SICC did not accept that any minor illegality or regulatory infringement by a contract in its place of performance would ipso facto lead to the conclusion that international comity, and thus Singapore public policy, would be breached so that the award would have to be set aside.

The SICC therefore held that the award could not be set aside under article 34(2)(b)(ii) of the Model Law, and struck out the new expert affidavit on Indian law filed by the plaintiff.

Clause requiring parties to consider mediation held not to be a valid arbitration agreement

In *Cheung Teck Cheong Richard and others v LVND Investments Pte Ltd* [2021] SGHC 28, the High Court held that a clause requiring the parties to consider resolving the dispute or difference through mediation before referring the dispute to arbitration or court proceedings was not a valid arbitration agreement.

The defendant was the developer of a shopping mall, and the plaintiffs were the owners of 12 shop units purchased from the defendant under 12 separate sale and purchase agreements. Each agreement contained a clause that provided that the parties would, before referring any dispute or difference under the agreement to arbitration or court proceedings, consider resolving the dispute or difference through mediation at the Singapore Mediation Centre (clause 20A.1). The plaintiffs later claimed that the defendant had, through its agents or representatives, made fraudulent or negligent misrepresentations to induce the plaintiffs to purchase their respective shop units. The plaintiffs

had commenced arbitration proceedings twice. After terminating both arbitrations, the plaintiffs finally commenced court proceedings against the defendants for misrepresentation. The defendant sought to have the court proceedings stayed under section 6(1) of the Arbitration Act (AA). The High Court judge found that clause 20A.1 was not a valid arbitration agreement within the meaning of section 4(1) of the AA, as the express wording of clause 20A.1 only stipulated that the parties had a duty to consider mediation, after which the parties then had to agree on whether to refer the dispute 'to arbitration or court proceedings'. This did not objectively evince any intention by the parties to be bound to submit their disputes arising from the sale and purchase agreements to arbitration.

However, the High Court judge found that the parties had, by their conduct and correspondence, concluded a valid and binding arbitration agreement independently of clause 20A.1. In particular:

- In the first arbitration, the defendant did not dispute the plaintiffs' position that Singapore was the seat of the arbitration, but disputed only the application of the Arbitration Rules of the SIAC and whether the SIAC would administer the arbitration. In the second arbitration, the plaintiffs expressly took the position in their notice of arbitration that the defendant had agreed to ad hoc arbitration in Singapore, and the defendant did not dispute this.
- Accordingly, the High Court judge found that the parties had agreed to submit their disputes to arbitration seated in Singapore.

While there is no duty on a party to respond to a notice of arbitration if the party takes the position that there is no arbitration agreement, if there is a response that indicates an intention to participate in the arbitration, that would constitute an effective arbitration agreement under section 4(6) of the AA. This agreement bound the parties even outside the particular arbitration or other legal proceedings in which the assertion and acceptance of the arbitration agreement was made.

In the circumstances, the High Court judge found that the court should exercise its discretion to stay the court proceedings.

12 Marina Boulevard, Level 28
Marina Bay Financial Centre Tower 3
Singapore 018982
Tel: +65 6416 8000
Fax: +65 6532 5711/5722

Alvin Yeo SC
alvin.yeo@wongpartnership.com

Sean Yu Chou
seanyu.chou@wongpartnership.com

Wei Lee Lim
weilee.lim@wongpartnership.com

www.wongpartnership.com

Headquartered in Singapore, WongPartnership is an award-winning law firm and one of the largest in the country. With offices in Beijing, Shanghai and Yangon, as well as in Abu Dhabi, Dubai, Jakarta, Kuala Lumpur and Manila, through member firms of WPG, a regional law network, we are a leading provider of legal services in South East Asia, China and the Middle East. WPG offers the expertise of over 400 professionals to meet the needs of our clients throughout the region.

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Alvin Yeo SC
WongPartnership LLP

Alvin Yeo, Senior Counsel, is the chairman and senior partner of WongPartnership LLP. He was appointed senior counsel of the Supreme Court of Singapore in 2000 at the age of 37, the youngest ever to be so appointed. His main areas of practice are litigation and arbitration in banking, corporate/commercial and infrastructure disputes. *Chambers Global* describes Alvin as 'the most impressive, as an advocate, out of all the Singapore firms' and 'simply outstanding as an international counsel'. *Chambers Asia Pacific* lauds Alvin for providing 'leadership on SIAC and ICC proceedings' and says he is 'an excellent strategist as well as a first-rate litigator' who is 'deeply impressive and [an] extremely capable individual'. *The Legal 500* affirms that his 'wisdom and powers of persuasion are phenomenal' and that he is 'one of the best in a court room'. *Who's Who Legal: Arbitration* recognises Alvin as 'a leading light in the market who possesses strong arbitration credentials and experience'.

Alvin is a member of the Court of the SIAC and the ICC Commission, and is a fellow of the Asian Institute of Alternative Dispute Resolution, the Singapore Institute of Arbitrators and the Singapore Institute of Directors, and a former member of the LCIA Court and the IBA Arbitration Committee. He is also on the panel of arbitrators in the HKIAC, the ICDR, the KCAB and the SCIETAC, as well as the Singapore Institute of Arbitrators' Panel for Sports in Singapore.

Sean Yu Chou
WongPartnership LLP

Sean Yu Chou heads the litigation and dispute resolution group. He is also head of the banking and financial disputes practice and a partner in the international arbitration, financial services regulatory and Malaysia practices at WongPartnership LLP.

Besides his work as counsel, Sean Yu is also an active arbitrator and is on the Panel of Arbitrators of the Singapore International Arbitration Centre, the Asian International Arbitration Centre, the Korean Commercial Arbitration Board and the Maldives International Arbitration Centre. He is also a fellow of the Chartered Institute of Arbitrators and past chairman of the board of its Singapore branch.

Sean Yu graduated with first-class honours from the University of Bristol and is admitted to the English Bar (Middle Temple) and to the Singapore Bar. He was a justices' law clerk with the Singapore Supreme Court before entering private practice. *The Legal 500 Asia Pacific* 2021 notes his expertise in litigation and he is ranked as a Litigation Star by *Benchmark Litigation Asia-Pacific* in 2021. Sean Yu is also recognised for his banking regulatory expertise in *Who's Who Legal* 2021.

Wei Lee Lim
WongPartnership LLP

Wei Lee Lim is a partner in the banking and financial disputes and international arbitration practices at WongPartnership LLP. Her main areas of practice involve litigation and arbitration across a wide range of matters, including commercial, corporate and banking disputes, fraud, cross-border trade and investment disputes, insolvency, and judicial review. In addition to an active court practice as counsel in the High Court and Court of Appeal, Wei Lee has acted as counsel in arbitrations conducted under various arbitral rules, including the SIAC, UNCITRAL, AIAC and ICC rules. Wei Lee has been involved in significant litigation matters and is very active in regional arbitrations, and in arbitration-related court proceedings.

Wei Lee has contributed extensively to various leading publications on arbitration and litigation, including the Singapore chapters for *The Asia-Pacific Arbitration Review* (GAR), the *Asia Arbitration Handbook*, the *IBA Arbitration Guide*, *Arbitration of M&A Transactions* (Oxford University Press, the International Bar Association, and Globe Law and Business) and the *Practitioner's Handbook on International Commercial Arbitration* (Oxford University Press); and the chapter 'Arbitrators' in *Arbitration in Singapore – A Practical Guide*, Second Edition (Sweet & Maxwell), the chapter on interim relief in *Singapore International Arbitration: Law & Practice* (LexisNexis), the chapter 'Discovery' in *Law and Practice of Commercial Litigation in Singapore* 2015 (Sweet & Maxwell) and the chapter 'Interlocutory Applications' in *Civil Litigation in Singapore* 2016 (Sweet & Maxwell).

Wei Lee is recognised as a leading practitioner in the area of commercial arbitration by *Expert Guides*, and as a litigator who 'offers excellent client service and is extremely persuasive and thoughtful in giving counsel' in *The Legal 500 Asia Pacific*.

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