SINGAPORE

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ARBITRATION
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1. KEY CONSIDERATIONS IN DECIDING WHETHER TO ARBITRATE IN SINGAPORE

1.1 Advantages

Singapore has an established global reputation as a seat of arbitration due to a combination of the following:

- Strong legal framework:
  - well regarded as a neutral jurisdiction with deep respect for the rule of law;
  - a robust legislative framework for arbitration based on the UNCITRAL Model Law on International Commercial Arbitration (Model Law);
  - signatory to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 (New York Convention);
  - arbitration-friendly judicial philosophy of minimal curial intervention; and
  - constant development and innovation of its arbitration law and policy (for example, Singapore recently allowed third-party funding and conditional fee arrangements in arbitration).
- Ease of enforcement of awards – an award made in Singapore is enforceable in close to 170 jurisdictions through the New York Convention.
- Confidentiality – hearings are confidential and awards are not public.
- Procedural flexibility and autonomy – parties have a choice over arbitrators, procedural rules, place and mode of proceedings.
- Awards are non-appealable – awards are not subject to appeals on the merits (although see the possible challenges to an award in Section 11.2 below).
- World-class infrastructure and facilities:
  - Maxwell Chambers – Singapore's dedicated ADR complex – is a first-of-its-kind integrated dispute hearing facility, providing hearing rooms and support for dispute resolution proceedings;
  - Singapore is also home to many major global arbitral institutions, including:
    - Singapore International Arbitration Centre (SIAC);
    - Secretariat of the International Chamber of Commerce (ICC);
    - International Centre for Dispute Resolution (ICDR), the international division of the American Arbitration Association (AAA);
    - Permanent Court of Arbitration (PCA);
    - Arbitration and Mediation Centre of the World Intellectual Property Organization (WIPO);
    - Singapore Chamber of Maritime Arbitration (SCMA); and
    - Singapore Institute of Arbitrators (SIArb).

1.2 Disadvantages and common pitfalls

The Singapore courts are consistently ranked among the best judicial systems in Asia, and there is a perception that disputes may be resolved more quickly and cost effectively through litigation in Singapore as compared to arbitration.

Some parties perceive the fact that awards are generally non-appealable to be a disadvantage, as there is no recourse even where the tribunal has made a manifest error.

1.3 Other distinctive features

- Court-ordered interim relief in aid of arbitration (see Sections 7.1-7.4 below).

- Multi-tiered dispute resolution clauses – Singapore courts recognise that clauses which provide for disputes to be first resolved by negotiations and/or mediation, followed by arbitration are enforceable, provided that the dispute resolution mechanism is not too uncertain to be enforced. A more advanced form of multi-tiered dispute resolution clause is the SIAC-SIMC Arb-Med-Arb Model Clause (see *https://simc.com.sg/dispute-resolution/arb-med-arb/*).

2. PRINCIPAL LAWS AND INSTITUTIONS RELATING TO INTERNATIONAL ARBITRATION IN SINGAPORE

2.1. Legal framework

Domestic arbitration in Singapore is governed by the Arbitration Act 2001 (2020 Rev Ed) (AA) and international arbitration is governed by the International Arbitration Act 1994 (2020 Rev Ed) (IAA).

2.2. What qualifies as international arbitration

An arbitration is deemed "international" if:

- at least one of the parties to the arbitration agreement, at the time of conclusion of the agreement, has its place of business in any state other than Singapore; or
- one of the following places is situated outside the state in which the parties have their places of business:
  - the place of arbitration, if determined in the arbitration agreement; or
  - any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject matter of the dispute is most closely connected; or
- the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

(IAA, section 5(2).)

2.3. Main local international arbitration institutions

See above Section 1.1; the SIAC and ICC are the two arbitration institutions in Singapore that are frequently used for international arbitrations.

3. ARBITRATION AGREEMENTS

3.1 Requirements as to content and form

The arbitration agreement must be in writing (AA, section 4; IAA, section 2A). Following the amendment to the Model Law 2006, the IAA was amended in 2012 to adopt the revised definition of an agreement made in writing as set out in Option I of Article 7 of the Model Law. The IAA provides that an arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct or by other means (IAA, section 2A(4)) and that the requirement that an arbitration agreement must be in writing is satisfied by an electronic communication if the information contained in the electronic communication is accessible so as to be useable for subsequent reference (IAA, section 2A(5)).

3.2 Validity of arbitration agreements

A valid arbitration agreement must express a clear and unequivocal intention of the parties to arbitrate their disputes. It also bears mentioning that even if an arbitration agreement fulfils the formal requirements for validity, it may nonetheless be invalid if the parties did not have the capacity to enter into the agreement in the first place. Particularly, an arbitral award may be set aside where a party did not have capacity to enter into the arbitration agreement out of which the award was made (AA, section 48(1)(a)(i); Model Law, Article 34(2)(a)(i)).

3.3. Special formalities

- Where in any arbitral or legal proceedings a party asserts the existence of an arbitration agreement in a pleading, statement of case, or any other document in circumstances in which the assertion calls for a reply and the assertion is not denied, there is deemed to be an effective arbitration agreement between the parties to the proceedings (AA, section 4(6); IAA, section 2A(6)).
- A reference in a contract to any document containing an arbitration clause is to constitute an arbitration agreement in writing, if the reference is such as to make that clause part of the contract (AA, section 4(7); IAA, section 2A(7) and (8)).
- An arbitration agreement binds non-signatory third parties where:
  - the arbitration agreement is entered into by an agent;
  - the corporate veil is pierced on the basis of the alter ego principle;
  - the non-signatory third party may be estopped from denying that it is a party to the arbitration agreement if the non-signatory has shown through words or conduct that it is bound to the arbitration agreement and the other party detrimentally relied on such words or conduct; or
  - the arbitration agreement has been assigned or novated to the non-signatory.

3.4. Governing law

The Singapore courts apply a three-step approach to choice of law:

- The courts will first give effect to the express choice of the parties.
- Absent parties' express choice, the courts will look at all relevant facts and circumstances of the case to determine whether there is an implied choice as to the law of the arbitration agreement.
- If no implied choice can be determined, the courts will then apply the law that has the closest and most real connection to the arbitration agreement.

The express choice of law of the contract containing the arbitration agreement (if any) is generally accepted as the law governing the arbitration agreement in the absence of an express choice. This presumption is ordinarily not displaced by a choice of seat that is different from the express choice of law of the contract.

(*BCY v. BCZ* [2017] 3 SLR 357; *Anupam Mittal v. Westbridge Ventures II Investment Holdings* [2023] SGCA 1 (*Anupam Mittal*)).

4. ARBITRABILITY

The Singapore courts adopt a composite approach to determine the subject-matter arbitrability of a dispute at the pre-award stage:

- First, the arbitrability of a dispute is determined by the law governing the arbitration agreement. If it is a foreign governing law and that law provides that the subject matter of the dispute cannot be arbitrated, the Singapore court will not allow the arbitration to proceed.
- Second, where a dispute may be arbitrable under the law of the arbitration agreement but Singapore law as the law of the seat considers that dispute to be non-arbitrable, the arbitration would not be able to proceed (IAA, section 11).

Therefore, a dispute must be arbitrable under both the law of the arbitration agreement and the law of the seat (*Anupam Mittal*).

4.1 Applicable restrictions

Matters which are non-arbitrable under Singapore law are not expressly set out in the statute, but it is generally accepted that issues which may have public interest elements may not be arbitrable, including the following:

- Citizenship.
- Legitimacy of marriage.
- Grants of statutory licences.
- Validity of registration of trade marks or patents.
- Copyrights.
- Winding-up of companies.
- Disputes arising from the operation of the domestic insolvency regime.

(*Larsen Oil and Gas Pte Ltd v. Petroprod Ltd* [2011] 3 SLR 414.)

Minority oppression claims are generally arbitrable (*Tomolugen Holdings Ltd v. Silica Investors Ltd* [2016] 1 SLR 373 (*Tomolugen*)).

5. ENFORCING ARBITRATION AGREEMENTS

5.1 Stay of proceedings

A party to court proceedings may, prior to delivering any pleading or taking any other step in the proceedings, apply to the court to stay the proceedings. Such a stay is typically granted if the party can establish a *prima facie* case that:

- there is a valid arbitration agreement between the parties;
- the dispute in the court proceedings (or any part thereof) falls within the scope of the arbitration agreement; and
- the arbitration agreement is not null and void, inoperative, or incapable of being performed.

(IAA, section 6(1); *Tomolugen*.)

The court has the power to impose conditions for a stay under section 6(2) of the IAA. An exercise of the court's discretion to do so must be informed by the justice of the case, and the court will have regard to the following:

- the reasons for the conditions being sought, and whether those reasons could have been obviated by the applicant's own conduct;
- whether the need for any of the conditions was contributed to or caused by the conduct of the respondent; and
- the substantive effect on the parties of any condition that the court may impose.

(*The "Navios Koyo"* [2022] 1 SLR 413.)

Under the AA, the court has a discretion to stay the proceedings, although this discretion should be exercised sparingly and in a principled way (AA, section 6(2); *Sim Chay Koon v. NTUC Income Insurance Co-operative Ltd* [2016] 2 SLR 871).

5.2 Anti-suit injunctions

The Singapore courts have the power to grant permanent anti-suit injunctions to restrain foreign court proceedings brought in breach of arbitration agreements and would ordinarily do so unless:

- there are strong reasons not to grant the injunction; or
- the anti-suit injunction was not promptly sought, and the overseas proceedings are too far advanced.

It is generally difficult for a respondent to show strong reasons why the injunction should not be granted, and the Singapore courts have rejected arguments such as:

- the award not being enforceable in the foreign court;
- the injunction application being vexatious and oppressive;
- the foreign court being the natural and competent forum to hear the dispute; and
- the respondent having a strong case on the merits.

(*Sun Travels & Tours Pvt Ltd v. Hilton International Manage (Maldives) Pvt Ltd* [2019] 1 SLR 732; *Vinmar Overseas (Singapore) Pte Ltd v. PTT International Trading Pte Ltd* [2018] 2 SLR 1271.)

6. ARBITRAL TRIBUNAL

6.1 Restrictions on the parties' freedom to choose arbitrators

None, save that if the number of arbitrators is not specified by the parties, the default is a single arbitrator (AA, section 12; IAA, section 9).

6.2 Requirement of arbitrator independence and impartiality

A person cannot serve as arbitrator if there are justifiable doubts as to their impartiality and independence (Model Law, Article 12).

6.3 Mandatory rules applicable to the appointment process

There are no such mandatory rules.

6.4 Appointment mechanism in the absence of party agreement or applicable institutional rules

In the absence of parties' agreement, the default appointment procedure is:

- For a tribunal consisting of three arbitrators:
  - each party appoints one arbitrator and the third arbitrator is appointed by mutual agreement of the parties;
  - if a party fails to appoint the arbitrator within 30 days of receipt of a request to do so from the other party, or if the parties fail to appoint the third arbitrator within 30 days of receiving a request to appoint, the appointment shall be made, upon request of a party, by the appointing authority (i.e. the president of the Court of Arbitration of SIAC).

- For a tribunal consisting of a sole arbitrator, the parties appoint the sole arbitrator by mutual agreement, failing which, the General Division of the High Court (High Court) or appointing authority (i.e. the president of the Court of Arbitration of SIAC) appoints an arbitrator on a request by a party.

(IAA, sections 2(1), 8(1), 8(2), 9A; Model Law, Articles 6 and 11(3).)

6.5 Mandatory rules applicable to the replacement process

There are no such mandatory rules.

6.6 Mandatory disclosure obligations

When a person is approached in connection with their possible appointment as an arbitrator, they shall disclose any circumstances likely to give rise to justifiable doubts as to their impartiality or independence. This disclosure obligation continues after any appointment (Model Law, Article 12(1)).

6.7 Grounds for challenge

Arbitrators can be challenged if they do not possess the qualifications agreed to by the parties or if there are justifiable doubts as to their impartiality or independence, which may arise from one of the three following forms of bias:

- Actual bias: This in practice is the hardest to prove and will obviously disqualify a person from sitting in judgment.
- Imputed bias: This arises where an arbitrator may be said to be acting in their own cause and this happens if they have, for instance, a pecuniary or proprietary interest in the case.
- Apparent bias: The courts will ask whether a reasonable and fair-minded person with knowledge of all the relevant facts would entertain a reasonable suspicion that the arbitrator was affected by bias.

(*PT Central Investindo v. Franciscus Wongso* [2014] 4 SLR 978; *CFJ v. CFL* [2023] SGHC(I) 1.)

6.8 Mandatory rules governing the challenge of arbitrators

There are no such mandatory rules.

6.9 Removal

In the absence of parties' agreement, the default procedure for challenging an arbitrator is as follows:

- The challenging party must send a written statement of reasons for the challenge to the tribunal within 15 days of the constitution of the tribunal or becoming aware of the circumstances giving rise to the challenge.
- Unless the challenged arbitrator withdraws from office or the other party agrees to the challenge, the tribunal decides on the challenge.
- If the tribunal/arbitral institution dismisses the challenge, the challenging party can apply to the court to determine the challenge, within 30 days of the decision. (Model Law, Article 13.)
- If the challenge is successful, which leads to the termination of the arbitrator's mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced. (Model Law, Article 15.)

6.10 Liability and immunity of arbitrators

An arbitrator shall not be liable for:

- negligence in respect of anything done or omitted to be done in the capacity of arbitrator; and
- any mistake in law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award.

(IAA, section 25.)

7. ASSISTANCE BY THE STATE COURTS

7.1 Interim measures

Overview of interim measures

The tribunal can grant interim relief, including security for costs, discovery of documents, interim injunctions, freezing injunctions, and orders for the preservation and interim custody of any property or evidence (AA section 28; IAA, section 12; Model Law, Article 17).

The Singapore High Court has largely the same powers to make the orders granting interim relief in aid of arbitration (AA, section 31; IAA section 12A). For international arbitrations, if the case is not one of urgency, the court will grant such relief only where the application (upon notice to the other parties and the tribunal) is made with the permission of the tribunal or agreement in writing of the other parties (IAA, section 12A(5)).

Relevance of availability of emergency arbitrator mechanism

The definition of "arbitral tribunal" expressly includes an emergency arbitrator appointed pursuant to the rules of arbitration agreed to or adopted by the parties including the rules of arbitration of an institution or organisation (IAA, section 2(1)).

7.2 Taking of evidence

The tribunal or a party with the approval of the tribunal may request from the Singapore courts assistance in taking evidence. The court may execute the request within its competence and according to its rules on taking evidence (Model Law, Article 27).

In particular, the Singapore courts may:

- Make orders or give directions to any party for the giving of evidence by affidavit as well as preservation of evidence (IAA, sections 12A(2) read with section 12(1)(c)-(f)).
- Order that a subpoena to testify or a subpoena to produce documents be issued to compel the attendance before an arbitral tribunal of a witness wherever the witness may be within Singapore (IAA, section 13).

7.3 Appointment or challenge of arbitrators

See above Sections 6.4 and 6.7.

7.4 Other available assistance

None.

8. GENERAL PROCEDURAL (MINIMUM) REQUIREMENTS

- Hearings:
  - Subject to any contrary agreement by the parties, the tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials.
  - However, unless the parties have agreed that no hearings shall be held, the tribunal shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party.

(Model Law, Article 24(1).)

- Non-participation: Unless otherwise agreed by the parties, if, without showing sufficient cause:
  - the claimant fails to communicate its statement of claim, the tribunal shall terminate the proceedings;
  - the respondent fails to communicate its statement of defence, the tribunal shall continue the proceedings without treating such failure as an admission of the claimant's allegations; or
  - any party fails to appear at a hearing or to produce documentary evidence, the tribunal may continue the proceedings and make the award on the evidence before it.

(Model Law, Article 25.)

9. CONFIDENTIALITY

Confidentiality in arbitration is accepted as a general principle in Singapore, subject to exceptions where disclosure is permissible, for instance:

- by express or implied consent;
- by order or leave of court;
- as reasonably necessary for the protection of the legitimate interest of an arbitration party;
- as a requirement of the interests of justice; and
- as a requirement of public interest.

(*AZT and others v. AZV* [2012] 3 SLR 794; *AAY v. AAZ* [2011] 1 SLR 1093.)

Proceedings under the AA and IAA are to be heard in private, unless the court orders that proceedings are to be heard in open court on its own motion or upon the application of any person, and a party may apply for other measures to preserve the confidentiality of the proceedings in relation to an arbitration, including for orders that information relating to the proceedings not be published (AA, sections 56 and 57; IAA, sections 22 and 23).

10. AWARDS

10.1 Requirements as to content and form

An award shall:

- Be in writing and signed by the sole arbitrator or by a majority of the arbitrators (provided that the reason for any omitted signature is stated).
- State the reasons upon which it is based, unless the parties have agreed

otherwise or the award is made by consent of the parties.
- State the date of the award and the place of arbitration; the award is deemed to have been made at the place of the arbitration.
- Be delivered to each party in signed copy.

(AA, section 38; Model Law, Article 31.)

10.2 Time limit
None.

10.3 Remedies
Unless otherwise agreed by the parties, the tribunal may grant any remedy or relief that the Singapore High Court could have ordered if the dispute had been the subject of civil proceedings in that court.

The tribunal may also award simple or compound interest on the whole or any part of:
- any sum which is awarded by the tribunal in the arbitration;
- any sum which is in issue in the arbitration but is paid before the date of the award; or
- costs awarded or ordered by the tribunal in the arbitration.

(AA, sections 34 and 35; IAA, sections 12(5) and 20.)

11. POST-AWARD PROCEEDINGS
11.1 Interpretation and correction of awards
Within 30 days of receipt of the award, unless another period of time has been agreed upon by the parties:
- A party, with notice to the other party, may request the tribunal to correct errors in computation, any clerical or typographical errors or any errors of similar nature.
- If so agreed by the parties, a party, with notice to the other party, may request the tribunal to give an interpretation of a specific point or part of the award.

If the tribunal considers the request to be justified, it shall make the correction or give the interpretation within 30 days of receipt of the request.

The tribunal may correct any error in computation, any clerical or typographical errors or any errors of similar nature, on its own initiative within 30 days of the date of the award. (AA section 43; Model Law, Article 33.)

11.2 Challenge of an award
An application to set aside an award must be made within 3 months after the date on which the applicant received the award, or if a request has been made to correct or interpret the award, from the date on which that request had been disposed of by the tribunal. (AA, section 48(2); Model Law, Art 34(3); Rules of Court 2021 (S 914/2021) (ROC), O 48 r 2(3).)

The grounds for setting aside an award are limited to those set out in Article 34 of the UNCITRAL Model Law and section 24 of the IAA (for international arbitrations), and section 48(1) of the AA (for non-international arbitrations):
- The arbitration agreement is invalid.
- A party to the arbitration agreement was under some incapacity.

- The party making the setting aside application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case.
- The award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside.
- The composition of the tribunal or the arbitral procedure was not in accordance with the parties' agreement or the law of the country where the arbitration took place.
- The dispute was not arbitrable under Singapore law.
- Enforcement of the award would be contrary to the public policy of Singapore.

For a non-international arbitration, a party can appeal on a question of Singapore law with the agreement of the parties or with the court's permission, unless the parties agree to exclude the court's jurisdiction in this regard or to dispense with reasons for the arbitral tribunal's award (AA, sections 49 and 50).

The court when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside (Model Law, Art 34(4); *Bagadiya Brothers (Singapore) Pte Ltd v. Ghanashyam Misra & Sons Pte Ltd* [2022] SGHC 246).

11.3 Recognition and enforcement proceedings

Parties can apply to the Singapore courts for an award to be recognised and enforced in the same manner as a judgment or order of the High Court (AA, section 47; IAA, section 19).

The application may be made without notice and must be supported by an affidavit in accordance with the procedural requirements stipulated in the ROC, O 34 r 14 and O 48 r 6.

The application for leave to enforce the award must be made within six years after the making of the award (Limitation Act 1959 (Rev Ed 2020), section 6(1)(c)).

11.4 Cost of enforcement

The Fourth Schedule (Court Fees) of the ROC sets out the applicable filing fees.

11.5 Enforcement of orders of emergency arbitrators

An interim award made by an emergency arbitrator in a foreign seated arbitration is enforceable under section 29 of the IAA (*CVG v. CVH* [2022] SGHC 249).

12. ENFORCEMENT OF FOREIGN AWARDS

12.1 Process for enforcing New York Convention awards

Parties can apply to the High Court for a foreign award (defined in IAA section 27 as arbitral awards made pursuant to an arbitration agreement in the

territory of a state party to the New York Convention other than Singapore) to be recognised and enforced in the same manner as a judgment or order of the High Court. The procedure is similar to the recognition and enforcement of an arbitral award under section 19 of the IAA (see above Sections 11.3 and 11.4). (IAA, sections 19 and 29; ROC, O 48 r 6.)

A foreign award includes an order or a direction made or given by an arbitral tribunal granting certain interim reliefs in the course of an arbitration, as opposed to an arbitral award under section 19 of the IAA which does not (IAA, sections 2 and 27).

12.2 Grounds for resisting enforcement of New York Convention awards

The limited grounds on which Singapore courts can refuse to recognise and enforce are set out in Article V of the New York Convention, and reflected in section 31(2) and 31(4) of the IAA. These grounds largely mirror the grounds for setting aside awards set out above at Section 11.2.

12.3 Enforcing Non-Convention awards

An award made in a foreign jurisdiction which is not a party to the New York Convention can be enforced in accordance with the procedure for enforcement of a non-international award (AA, section 46(3)).

13. PROFESSIONAL AND ETHICAL RULES

13.1 Applicable to counsel

Lawyers practising in Singapore are bound by the Legal Profession (Professional Conduct) Rules 2015, as well as the Practice Directions and Guidance Notes issued by the Council of the Law Society of Singapore.

For international arbitration, the IBA Guidelines on Party Representation in International Arbitration 2013 is at times referred to in arbitrations in Singapore.

13.2 Applicable to arbitrators

See Sections 6.2 and 6.6 above.

Professional and ethical rules are otherwise prescribed by arbitral institutions and/or guidelines such as the IBA Guidelines on Conflicts of Interest in International Arbitration 2014.

14. THIRD-PARTY FUNDING

14.1 Applicable regulatory requirements

Singapore allows third-party funding agreements in respect of arbitrations (both international and non-international), court proceedings related to the arbitrations and related mediation proceedings, so long as the funding is concluded with a qualifying Third-Party Funder. A qualifying Third-Party Funder must satisfy and continue to satisfy the following:

- The Third-Party Funder carries on the principal business, in Singapore or elsewhere, of the funding of the costs of dispute resolution proceedings to which the Third-Party Funder is not a party.

- The Third-Party Funder has a paid-up share capital of not less than SGD 5 million or the equivalent amount in foreign currency or not less than SGD 5 million or the equivalent amount in foreign currency in managed assets.

There is an obligation to disclose to the court or tribunal and every other party to the proceedings the existence of any funding contract, and the identity and address of the funder (Civil Law (Third-Party Funding Regulations) 2017, sections 3 and 4; Legal Profession (Professional Conduct) Rules 2015, section 49A; Law Society of Singapore Guidance Note 10.1.1 on Third-party Funding).

14.2 Overview of the third-party funding market in Singapore

Since Singapore amended its laws in 2017 to allow third-party funding in arbitration, a number of third-party funders are active in the jurisdiction.

15. TRENDS AND RECENT DEVELOPMENTS

- Extension of third-party funding framework (see Section 14.1 above).
- Allowing conditional fee arrangements: From 4 May 2022, lawyers in Singapore can enter into conditional fee agreements with clients in selected proceedings, including arbitrations, in accordance with the prescribed framework (Legal Profession (Conditional Fee Agreement) Regulations 2022).
- Development of SIAC:
  - In 2022, SIAC handled 357 cases, and crossed the milestone of handling 802 expedited procedure applications and 141 emergency arbitrator applications since these procedures were introduced in 2010.
  - SIAC ranked as the most preferred arbitral institution in the Asia-Pacific, and 2nd among the world's top 5 arbitral institutions.
  - Singapore jointly ranked with London as the most popular seat in the world and was the most preferred seat in the Asia-Pacific (Queen Mary University of London and White & Case International Arbitration Survey, 6 May 2021).
- The Singapore International Commercial Court (SICC) has introduced a model jurisdiction clause to allow parties to designate the SICC as having jurisdiction over court proceedings relating to Singapore-seated international arbitrations. Further, SIAC has updated its model arbitration clause to incorporate the SICC model jurisdiction clause for designating SICC as the supervisory court of the arbitration.
- Under the SICC Rules 2021, the SICC has jurisdiction to hear any proceedings relating to international commercial arbitration that the High Court may hear (Supreme Court of Judicature Act, section 18D(2)(a) r/w the SICC Rules 2021, O 2 r 1(2)(d)).

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Wendy Lin

Wendy Lin is a Partner in the Commercial & Corporate Disputes and International Arbitration Practices at WongPartnership LLP. Wendy has an active practice spanning a wide array of high-value, multijurisdictional and complex commercial, fraud and asset recovery disputes before the Singapore Courts, as well as in arbitrations conducted under various arbitral rules. She is presently serving her second term as Co-Chair of the YSIAC Committee, and is a member of the Singapore Academy of Law's Law Reform Committee. Wendy has consistently been recommended in legal publications for her dispute resolution work; with sources noting she is "a first-class advocate, with the unparalleled ability to cut through numerous complex facts and legal arguments, extract the winning arguments, and to convey them effectively, with absolute charm and ease"; "an extremely knowledgeable and a highly-strategic thinker unfazed by the pressures of high stakes litigation"; and "a very good strategist who always thinks several steps ahead".

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