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# The Legal 500 Country Comparative Guides

## Singapore

# ENFORCEMENT OF JUDGMENTS IN CIVIL AND COMMERCIAL MATTERS

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This country-specific Q&A provides an overview of enforcement of judgments in civil and commercial matters laws and regulations applicable in Singapore.

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# SINGAPORE

## ENFORCEMENT OF JUDGMENTS IN CIVIL AND COMMERCIAL MATTERS



### 1. What international conventions, treaties or other arrangements apply to the enforcement of foreign judgments in your jurisdiction and in what circumstances do they apply?

Singapore is a party to the Convention of 30 June 2005 on Choice of Court Agreements (“**Hague Convention**”). The Hague Convention was incorporated in Singapore law through the enactment of the Choice of Courts Agreement Act 2016 (2020 Rev Ed) (“**CCA**”), which came into force on 1 October 2016.

Pursuant to s 8 of the CCA, the Hague Convention applies in every international case where there is an exclusive choice of court agreement concluded in a civil or commercial matter, subject to the exceptions under ss 9, 10 and 22 of the CCA (see further, the Response to Question 4 below).

### 2. What, if any, reservations has your jurisdiction made to such treaties?

None.

### 3. Can foreign judgments be enforced in your jurisdiction where there is not a convention or treaty or other arrangement, e.g. under the general law?

Apart from the CCA, foreign judgments can be enforced under the Reciprocal Enforcement of Foreign Judgments Act 1959 (2020 Rev Ed) (“**REFJA**”). The REFJA does not apply to judgments that may be recognised or enforced under the CCA (see REFJA, s 2A). The REFJA applies to judgments from Hong Kong and specified courts of gazetted countries pursuant to the Reciprocal Enforcement of Foreign Judgments (United Kingdom and the Commonwealth) Order 2023 (“**UK and**

**Commonwealth Order**”), comprising United Kingdom, Australia, New Zealand, Sri Lanka, Malaysia, Windward Islands, Pakistan, Brunei, Papua New Guinea and India.

Certain foreign judgments from countries in the UK and Commonwealth Order were previously enforceable under the Reciprocal Enforcement of Commonwealth Judgments Act 1921 (2020 Rev Ed) (“**RECJA**”). The RECJA has since been repealed with effect from 1 March 2023, and Singapore’s legal framework for the statutory recognition and enforcement of foreign judgments in civil proceedings is streamlined and consolidated under the REFJA.

Foreign judgments which are outside the scope of REFJA or the CCA may be enforceable under the common law.

### 4. What basic criteria does a foreign judgment have to satisfy before it can be enforced in your jurisdiction? Is it limited to money judgments or does it extend to other forms of relief?

#### Common law

A foreign judgment is enforceable at common law if:

- it has been obtained from a court of law of competent jurisdiction in civil proceedings;
- it has been decided on the merits of the case;
- it has final and conclusive effect on the parties according to the law under which it was granted;
- the foreign court had transnational or international jurisdiction over the party sought to be bound at the time of the commencement of the foreign proceedings;
- there are no applicable defences to its recognition;
- it is a judgment for a fixed or ascertainable

- sum of money;
- it does not involve the enforcement of foreign penal, revenue or other public laws.

(see *Poh Soon Kiat v Desert Palace Inc (trading as Caesars Palace)* [2010] 1 SLR 1129 at [13]-[14]; *Giant Light Metal Technology (Kunshan) Co Ltd v Aksa Far East Pte Ltd* [2014] 2 SLR 545 at [13]-[14], [78])

#### REFJA

The criteria for the registration of a foreign judgment under the REFJA is set out in ss 3 and 4. The enforcement regime under the REFJA is based on and intended to replace the common law action on a foreign judgment (see *Chen Aun-Li Andrew v Hai Chi Kut (suing as the sole executrix of the estate of Khoo Ee Liam, deceased)* [2023] 1 SLR 341 at [9]; see also *Merck Sharp & Dohme Corp (formerly known as Merck & Co, Inc) v Merck KGaA (formerly known as E Merck)* [2021] 1 SLR 1102 at [37]). Hence, under the REFJA, the requirements under the common law as mentioned above generally apply to the enforcement of judgments from Hong Kong and specified courts from gazetted countries pursuant to the Reciprocal Enforcement of Foreign Judgments (United Kingdom and the Commonwealth) Order 2023 (“**UK and Commonwealth Order**”) (i.e., Brunei Darussalam, Australia, India, Malaysia, New Zealand, Pakistan, Papua New Guinea, Sri Lanka, and the United Kingdom).

The REFJA also extends the scope of recognition and enforcement of foreign judgments under the common law in three significant ways: it extends (1) beyond final judgments to interlocutory judgments; (2) to judicial settlements; and (3) beyond monetary judgments to non-monetary judgments.

The enforcement of non-monetary judgments and interlocutory judgments, however, does not apply to the gazetted countries pursuant to the UK and Commonwealth Order, as the order provides that the only judgments enforceable from the gazetted countries are: “Any money judgment that is final and conclusive as between the parties to it”.

Like the common law, judgments under which a sum of money is payable in respect of taxes or other charges of a similar nature or in respect of a fine or other penalty are not enforceable under the REFJA.

#### CCAA

Subject to Sections 9, 10 and 22 of the CCAA as set out below, a foreign judgment is enforceable under the CCAA if the following requirements are satisfied:

- The foreign judgment is from a court of a contracting state to the Hague Convention.
- It is effective and enforceable in the state of origin.
- It is a final decision on the merits, a consent judgment, or a default judgment (including a determination by a court of any costs or expenses).
- The CCAA is not confined to judgments for a fixed or ascertainable sum of money.

(See *Ermgassen & Co Ltd v Sixcap Financials Pte Ltd* [2018] SGHCR 8 at [6]-[9]) Sections 9, 10 and 22 of the CCAA exclude the application of the Hague Convention in the following circumstances:

a) Exclusive choice of court agreements if (i) any party to the agreement is an individual who acts primarily in the capacity of a consumer; or (ii) the agreement relates to a contract of employment or a collective agreement.

b) Matters concerning:

(i) the status and legal capacity of an individual;

(ii) any matter relating to family law, including —

1. the rights or obligations arising out of a marriage or a similar relationship;
2. divorce or the annulment or dissolution of a marriage;
3. maintenance;
4. matrimonial property; and
5. the custody of children;

(iii) any matter relating to succession, including wills, intestate succession, the provision of maintenance for a spouse or child of a deceased individual out of the deceased individual’s estate, the administration of estates and other probate matters;

(iv) bankruptcy, insolvency, composition or any analogous matter;

(v) the carriage of passengers and goods;

(vi) any matter relating to any of the following:

1. marine pollution;
2. limitation of liability for a maritime claim;
3. general average;
4. emergency towage and salvage;

(vii) any matter relating to competition or anti-trust law;

(viii) liability for nuclear damage;

(ix) any claim for personal injury or death brought by or

on behalf of an individual;

(x) any tort or delict claim, for damage to any movable or immovable tangible property, that does not arise from a contractual relationship;

(xi) any right in rem in any immovable property or any tenancy of immovable property;

(xii) the validity, nullity or dissolution of any legal person, or the validity of a decision of the management of the legal person;

(xiii) the validity of any intellectual property right (other than copyright and related rights);

(xiv) the infringement of any intellectual property right (other than copyright and related rights) except any infringement proceedings that are or could have been brought for breach of a contract between the parties relating to that intellectual property right;

(xv) the validity of an entry in a public register.

(c) arbitration or any proceeding related to an arbitration.

(d) any interim measure of protection.

## 5. What is the procedure for enforcement of foreign judgments pursuant to such conventions, treaties or arrangements in your jurisdiction?

### CCAA

For enforcement of a foreign judgment pursuant to the CCAA, an application would have to be made to the General Division of the High Court for a foreign judgment to be recognised, or to be recognised and enforced, in the same manner and to the same extent as a judgment issued by the General Division of the High Court (see CCAA, s 13(1)).

The application is made by originating application without notice supported by an affidavit (see Rules of Court 2021, Order 37). Order 37 r 2 of the Rules of Court 2021 sets out the matters which the deponent must state to the best of his or her information or belief in the supporting affidavit.

The supporting affidavit must also exhibit the following documents:

- a complete and certified copy of the foreign judgment;
- the applicable exclusive choice of court

agreement;

- any other documents necessary to establish the matters which must be stated in the supporting affidavit (including that the foreign judgment is effective and enforceable in the State of origin).

If the whole or any part of any document to be exhibited or produced in the supporting affidavit is not in the English language, the document must be accompanied by a translation in the English language of the whole or that part (as the case may be of that document). The translation must be certified by the translator and accompanied by a certificate by the translator stating the translator's name, address and qualifications for making the translation.

An applicant for the enforcement of a foreign judgment must draw up the Court order, and within 28 days after the date on which the Court order relating to the foreign judgment is made, serve the Court order, together with a copy of the foreign judgment, personally on every party to the case or proceedings in which the foreign judgment was obtained.

Within 14 days after the date on which the Court order and the copy of the foreign judgment are served on a party, the applicant must file an affidavit of service.

## 6. If applicable, what is the procedure for enforcement of foreign judgments under the general law in your jurisdiction?

### Common law

To enforce a judgment under common law, the applicant should commence a fresh civil claim in Court for the judgment debt. The applicant may apply for summary judgment on the basis that there is no defence to the claim. If the judgment debtor is not in Singapore, the applicant must apply for leave to serve the originating process out of jurisdiction.

### REFJA

Under the REFJA, the applicant must first register the foreign judgment in the General Division of the High Court before the foreign judgment is enforceable as a judgment of the General Division of the High Court.

Application for registration is made by originating application without notice, supported by an affidavit (see Rules of Court 2021, Order 60). Order 60 r 3 of the Rules of Court 2021, sets out the matters which must be contained in the supporting affidavit, including the judgment or a verified or certified or otherwise duly

authenticated copy of the judgment, and, where the judgment is not in English, a certified English translation, and evidence of the enforceability of the judgment in the country of the original court.

Once permission to register a foreign judgment under the REJFA is granted, the applicant must draw up an order for registration to be served on the judgment debtor, stating the period within which an application may be made to set aside the registration and contain a notification that an enforcement order to enforce the judgment will not be issued until after the expiration of that period. Notice of registration of a foreign judgment must also be served on the judgment debtor personally, unless the Court otherwise orders, and within 3 days after service, the notice or a copy of the notice must be endorsed by the person who served it with the day of the week and date on which the notice was served.

**7. What, if any, formal requirements do the courts of your jurisdiction impose upon foreign judgments before they can be enforced? For example, must the judgment be apostilled?**

See Responses to Questions 5 and 6 above

**8. How long does it usually take to enforce or register a foreign judgment in your jurisdiction? Is there a summary procedure available?**

Under the common law, as mentioned in the Response to Question 6 above, the applicant commences a fresh civil claim in Court for the judgment debt based on the foreign judgment. The applicant may apply for summary judgment on the basis that there is no defence to the claim, which typically takes about 2-6 months to be resolved. If no application for summary judgment is made, the civil claim will be determined after a full trial, and can take about 6-12 months.

Under the REFJA, the application without notice for registration of the foreign judgment is an expeditious process, with an order expected to be made within 1-2 weeks. Once the order for registration is made and served on the defendant, should the defendant decide to challenge the recognition and enforcement of the foreign judgment, the process typically takes about 2-6 months. See further the Response to Question 11 below.

A similar timeline to registration under the REFJA is expected for recognition and enforcement of foreign judgments under the CCAA.

All the estimated timelines stated above are dependent on the complexity of the matter, whether appeals against any decision is filed, and subject to the Court's schedule.

**9. Is it possible to obtain interim relief (e.g. an injunction to restrain disposal of assets) while the enforcement or registration procedure takes place?**

Yes.

Pursuant to the Civil Law Act 1909, a mandatory order or an injunction may be granted by an interlocutory order of the court, either unconditionally or upon such terms and conditions as the court thinks just, in all cases in which it appears to the court to be just or convenient that such order should be made. This includes the granting of a freezing injunction where the applicant can show a real risk that the assets of the judgment debtor may be disposed of or dissipated so that any judgment which the applicant may obtain cannot be enforced.

Under the CCAA, the Singapore court may also specifically order any party to the application to give security for the costs of the application or proceedings (see Rules of Court 2021, Order 37 r 9).

Under the REFJA, the Singapore court may order the judgment creditor to give security for costs of the application for registration and of any proceedings which may be brought to set aside the registration (see Rules of Court 2021, Order 60 r 4).

Under the common law, the judgment debtor may apply for security for its costs of the action if the judgment creditor is (a) ordinarily resident out of the jurisdiction, (b) is a nominal claimant, or (c) has not stated or has incorrectly stated the claimant's address in the originating claim or originating application, or has changed the claimant's address during the course of the proceedings, so as to evade the consequences of the litigation (see Rules of Court 2021, Order 9 r 12). Where the judgment creditor is a corporation, the judgment debtor may also apply for security for costs if it appears by credible testimony that there is reason to believe that the corporation will be unable to pay the costs of the judgment debtor if it is successful in its defence (see Companies Act 1967, s 388).

**10. What is the limitation period for enforcing a foreign judgment in your jurisdiction?**

Under the CCAA, an application for the enforcement of a foreign judgment may be made any time so long as the judgment is enforceable in the state of origin (see CCAA, s 13(2)).

The REFJA provides that registration of the foreign judgment should be done within six years of the date of the judgment, or where there have been proceedings by way of appeal against the judgment, after the date of the last judgment given in those proceedings (see REFJA, s 4(1)).

For enforcement under the common law, the applicable limitation period is six years pursuant to s 6(1)(a) of the Limitation Act 1959 (2020 Rev Ed) from the time the foreign judgment is final and conclusive under the foreign law (see *Sang Cheol Woo v Charles Choi Spackman and ors* [2022] SGHC 298 at [42], [45]).

## 11. On what grounds can the enforcement of foreign judgments be challenged in your jurisdiction?

### Common law

The foreign judgment would not be enforceable if it was procured by fraud, or its enforcement would be contrary to public policy, or the proceedings in which it was obtained were contrary to natural justice. The court will also not allow enforcement of a foreign penal, revenue or other public law.

### REFJA

Section 5(1)(a) of the REFJA provides that the registration of the foreign judgment shall be set aside if the court is satisfied that:

- a) the judgment is not a judgment to which the REFJA applies or was registered in contravention of the requirements for registration of the judgment under ss 3 and 4 of the REFJA (for instance, where the foreign judgment has been wholly satisfied, discharged, or cannot be enforced in the country of the original court (REFJA, s 4(3)); see further the Response to Question 4);
- b) the courts of the country of the original court had no jurisdiction in the circumstances of the case;
- c) the judgment debtor, being a defendant in the proceedings in the original court, did not receive notice of those proceedings in sufficient time to enable him to defend the proceedings and did not appear;
- d) the judgment was obtained by fraud;

e) the enforcement of the judgment would be contrary to public policy in the country of the registering court; or

f) the rights under the judgment are not vested in the applicant for enforcement.

Section 5(1)(b) and (c) of the REFJA provides the registration of the foreign judgment may be set aside if the court is satisfied that:

a) the matter in dispute in the proceedings in the original court had before the date of the judgment in the original court been the subject of a final and conclusive judgment by a court having jurisdiction in the matter;

b) the notice of registration had not been served on the judgment debtor, or that the notice of registration was defective (see further, the Response to Question 6).

Section 6 of the REFJA provides that where an application is made to the court by the judgment debtor, and the court is satisfied either that an appeal is pending against the judgment, or that the judgment debtor is entitled and intends to appeal, the court may set aside the registration of the judgment or adjourn the application to set aside the registration until after the expiration of such period as appears to the court to be reasonably sufficient to enable the judgment debtor to take the necessary steps to have the appeal disposed of by the competent tribunal.

### CCAA

Section 14 of the CCAA sets out grounds where enforcement of the foreign judgment must be refused:

- a) the judgment debtor was not notified of the document by which the foreign proceedings were instituted, including the essential elements of the claim, in sufficient time to enable the defendant to defend the proceedings, unless —
  - i) the law of the State of origin allows the notification to be challenged; and
  - ii) the judgment debtor had entered an appearance and presented its case without challenging the notification in the court of origin;
- b) the foreign judgment was obtained by fraud in connection with a matter of procedure;
- c) the recognition or enforcement of the foreign judgment would be manifestly incompatible with the public policy of Singapore, including violation of fundamental principles of procedural fairness in Singapore.

Section 15(1) of the CCAA also sets out grounds where enforcement of the foreign judgment may be refused:

- a) the exclusive choice of court agreement applicable to the dispute in relation to which the foreign judgment was obtained is null and void under the law of the State of the chosen court, unless the chosen court has determined that the agreement is valid;
- b) a party to the exclusive choice of court agreement applicable to the dispute in relation to which the foreign judgment was obtained lacked the capacity, under the law of Singapore, to enter into or conclude the agreement;
- c) the judgment debtor was notified of the document by which the foreign proceedings were instituted, including the essential elements of the claim, in a manner incompatible with the fundamental principles in Singapore concerning the service of documents;
- d) the foreign judgment is inconsistent with a judgment given by a Singapore court in a dispute between the same parties;
- e) the foreign judgment is inconsistent with an earlier judgment given in another State between the same parties on the same cause of action, and the earlier judgment satisfies the conditions necessary for recognition in Singapore under the law of Singapore;
- f) any other circumstances that the Minister may prescribe by regulations made under section 22 of the CCAA.

Section 15(2) of the CCAA provides that the court may refuse to recognise or enforcement a foreign judgment, set aside an order that recognises or enforces a foreign judgment, or postpone the recognition or enforcement of a foreign if:

- a) the foreign judgment is being reviewed or appealed against in the State of origin; or
- b) the time for applying for a review of or for appealing against the foreign judgment in the State of origin has not expired.

Section 15(4) of the CCAA also provides that the court may refuse to recognise or enforcement a foreign judgment, or set aside an order that recognises or enforces a foreign judgment where an exclusive choice of court agreement applies to a case, a chosen court designated in that agreement has discretion whether to transfer the case to another court in the same Contracting State, and transfers the case to the other court, and the other court issues a foreign judgment

against a party to the case who objected in a timely manner to the transfer.

## 12. Will the courts in your jurisdiction reconsider the merits of the judgment to be enforced?

Generally, a foreign judgment which satisfies all the requirements for recognition or enforcement is conclusive on the merits, and the court will not reconsider the merits of the judgment to be enforced (see *Hong Pian Tee v Les Placements Germain Gauthier Inc* [2002] 1 SLR(R) 515 at [12]; *Re Cheah Theam Swee* [1996] 1 SLR(R) 24 at [24]).

Section 13(3) of the CCAA specifically provides that in determining whether to recognise or enforce a foreign judgment, the court must not review the merits of the foreign judgment, except to the extent necessary to apply the provisions in the CCAA.

## 13. Will the courts in your jurisdiction examine whether the foreign court had jurisdiction over the defendant? If so, what criteria will they apply to this?

### Common law

For enforcement under the common law, the Singapore court will examine if the original court had transnational or international jurisdiction pursuant to Singapore's conflict of laws rules. As mentioned in the Response to Question 4, the enforcement regime under the REFJA was based on and intended to replace the common law action on a foreign judgment. This applies to the requirement of transnational or international jurisdiction.

A foreign court of law has transnational or international jurisdiction over the party sought to be bound to the judgment if that party was present or resident in the territory of the foreign country at the time of commencement of the foreign proceedings, or if that party had voluntarily submitted to the jurisdiction of that foreign court. There are no other grounds of transnational or international jurisdiction recognised under Singapore law.

### REFJA

The REFJA provides that a foreign judgment would not be enforceable if the foreign court lacks jurisdiction (see REFJA, s 5(a)(ii)).

Section 5(3) of the REFJA sets out circumstances under which the foreign court will be deemed to have had

jurisdiction over the defendant.

a) in the case of a judgment given in an action in personam —

I) if the judgment debtor, being a defendant in the proceedings in the original court, submitted to the jurisdiction of that court by voluntarily appearing in the proceedings otherwise than for the purpose of —

- protecting, or obtaining the release of, property seized or threatened with seizure in the proceedings;
- contesting the jurisdiction of that court; or
- inviting that court in its discretion not to exercise its jurisdiction in the proceedings;

II) if the judgment debtor was a claimant, or counterclaimed, in the proceedings in the original court;

III) if the judgment debtor, being a defendant in the proceedings in the original court, had before the commencement of the proceedings agreed, in respect of the subject matter of the proceedings, to submit to the jurisdiction of that court or of the courts of the country of that court;

IV) if the judgment debtor, being a defendant in the proceedings in the original court, was at the time when the proceedings were instituted resident, or being a body corporate had its principal place of business, in the country of that court.

V) if the judgment debtor, being a defendant in the proceedings in the original court, had an office or place of business in the country of that court and the proceedings in that court were in respect of a transaction effected through or at that office or place;

b) in the case of a judgment given in an action of which the subject matter was immovable property or in an action in rem of which the subject matter was movable property, if the property in question was at the time of the proceedings in the original court situate in the country of that court; and

c) in the case of a judgment given in an action other than any such action as is mentioned in paragraph (a) or (b) above, if the jurisdiction of the original court is recognised by the law of the registering court.

Section 5(4) of the REFJA sets out circumstances under which the foreign court will not be deemed to have had jurisdiction:

a) if the subject matter of the proceedings was immovable property outside the country of the original

court;

b) except in the cases mentioned above under s 5(3)(a)(i), (ii), (iii) and (c) of the REFJA, if the bringing of the proceedings in the original court was contrary to an agreement under which the dispute in question was to be settled otherwise than by proceedings in the courts of the country of that court; or

c) if the judgment debtor, being a defendant in the proceedings in the original court, was a person who under the rules of public international law was entitled to immunity from the jurisdiction of the courts of the country of the original court and did not submit to the jurisdiction of that court.

#### CCAA

The court will consider the foreign court's jurisdiction when determining whether the dispute involves an exclusive choice of court agreement, which in turn determines the applicability of the CCAA (see Response to Question 1).

Section 3(1)(b) of the CCAA defines "exclusive choice of court agreement" as one that "designates, for the purpose of deciding any dispute that arises or may arise in connection with a particular legal relationship, the courts, or one or more specific courts, of one Contracting State to the exclusion of the jurisdiction of any other court."

#### **14. Do the courts in your jurisdiction impose any requirements on the way in which the defendant was served with the proceedings? Can foreign judgments in default be enforced?**

As mentioned in the Response to Question 11, improper service of the foreign proceedings on the judgment debtor may result in the court refusing to either register or enforce the foreign judgment based on the CCAA, REJFA or the common law.

There is no prohibition on enforcing foreign judgments in default, as long as the foreign judgment is final and conclusive on the merits.

#### **15. Do the courts in your jurisdiction have a discretion over whether or not to recognise foreign judgments?**

Yes. As stated in the Response to Question 11, there are circumstances where the Singapore court may decide not to enforce a foreign judgment. Further, for the



enforcement of non-money judgments under the REFJA, the court may “only register a non-money judgment if, having regard to the circumstances of the case and the nature of the relief contained in the judgment, it is satisfied that enforcement of the judgment would be just and convenient” (REFJA, s 4(4)). See also the Response to Question 4.

**16. Are there any types of foreign judgment which cannot be enforced in your jurisdiction? For example can foreign judgments for punitive or multiple damages be enforced?**

CCAA

Section 16 of the CCAA provides that the court may refuse to recognise or enforce a foreign judgment, or may set aside an order (made pursuant to an application under s 13(1) of the CCAA) that recognises or enforces a foreign judgment, if, and to the extent that, the foreign judgment awards damages (including exemplary or punitive damages) in excess of compensation for the actual loss or harm suffered by the party awarded the damages.

REFJA

Section 5(5) of the REFJA provides that if it appears to the registering court that a money judgment awards damages (including exemplary or punitive damages) that are in excess of compensation for the actual loss or harm suffered by the party awarded the damages, the judgment may only be registered for the amount of the compensation.

Common law

Under the common law, it is unclear whether claims awarding exemplary or punitive damages can be enforced.

The court will not directly or indirectly, enforce foreign penal, revenue or other public laws. However, a foreign judgment that is objectionable in part may be severed and the unobjectionable parts enforced, if the unobjectionable part can be clearly identified and separated from the objectionable part.

**17. Can enforcement procedures be started in your jurisdiction if there is a pending appeal in the foreign jurisdiction?**

Enforcement procedures can be started in Singapore if there is a pending appeal in the foreign jurisdiction.

However, under the CCAA and REFJA, enforcement of a foreign judgment which is subject to a pending appeal may be refused (see Response to Question 11).

Under the common law, a foreign judgment that is final and conclusive between the parties remains so notwithstanding that an appeal from that judgment is possible or even pending in the originating jurisdiction. Practically, the court is likely to allow an application to stay the proceedings until the appeal in the foreign jurisdiction has been determined, in order to protect the interests of parties with the right of appeal in the foreign court.

**18. Can you appeal a decision recognising or enforcing a foreign judgment in your jurisdiction?**

Yes.

**19. Can interest be claimed on the judgment sum in your jurisdiction? If so on what basis and at what rate?**

Under the REFJA, it is expressly provided that the sum of money payable under the judgment of the original court includes any interest which by the law of the country of the original court becomes due under the judgment up to the time of registration. It is likely that the same applies in respect of enforcement under the CCAA and the common law.

After the foreign judgment is enforceable as a judgment of the Singapore court, the court has the power to award interest on the judgment sum at the default rate of 5.33% per annum.

**20. Do the courts of your jurisdiction require a foreign judgment to be converted into local currency for the purposes of enforcement?**

No.

**21. Can the costs of enforcement (e.g. court costs, as well as the parties' costs of instructing lawyers and other professionals) be recovered from the judgment debtor in your jurisdiction?**

Costs are in the discretion of the Court and the Court has the power to determine all issues relating to the costs of

or incidental to all proceedings at any stage of the proceedings or after the conclusion of the proceedings (see Rules of Court 2021, O 2 r 13). The costs of enforcement are generally recoverable from the judgment debtor, although certain categories of costs such as a party's costs of instructing lawyers are not typically awarded by the Court.

**22. Are third parties allowed to fund enforcement action in your jurisdiction? If so, are there any restrictions on this and can third party funders be made liable for the costs incurred by the other side?**

No.

**23. What do you think will be the most significant developments in the enforcement process in your jurisdiction in the next 5 years?**

Singapore may sign and ratify the Hague Judgments Convention 2019 ("HJC"), or Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters, concluded on 2 July 2019, which has recently entered into force on 1 September 2023, with the EU and Ukraine as Contracting States.

The objective of the HJC is to promote effective access to justice for all and to facilitate rule-based multilateral trade and investment, and mobility, through the creation of a uniform set of core rules on recognition and enforcement of foreign judgments in civil or commercial matters, to facilitate the effective recognition and enforcement of such judgments.

The HJC works to complement the Hague Convention. While the Hague Convention deals with judgments from an exclusively chosen court, the HCJ deals with judgments other than from the exclusively chosen court. The HJC also has a bilateralism mechanism, whereby a country adopting the HCJ can opt out of treaty relations with an existing signatory state and an existing signatory state can opt out of treaty relations with a new state joining the HJC.

For a judgment of a court to be recognised and enforced pursuant to the HJC, it must satisfy at least one of the 13 jurisdictional grounds in Article 5 of the HJC. There are four broad categories of jurisdiction under the HCJ, comprising, a written agreement to its jurisdiction, implied and express consent, connection with the party sought to be bound, and connection with the dispute. The HJC would also complement the regime for registration of foreign judgments under the REFJA by providing a statutory mode of enforcement for foreign judgments from countries which are not covered by the REFJA. However, the REFJA is wider in its scope of foreign judgments that are enforceable, including allowing for the enforcement of judgments concerning carriage of persons and goods, intellectual property, arbitration and related proceedings, as well as interlocutory judgments; such matters are outside the scope of the HJC (see HJC, Articles 2(f), 2(m) 2(3) and 3(1)(b); REFJA, ss 2 and 7; International Arbitration Act 1994 (Rev Ed 2020), s 33(3)).

See further the Response to Question 25.

**24. Has your country ratified the Hague Choice of Courts Convention 2005? If not, do you expect it to in the foreseeable future?**

Yes.

**25. Has your country ratified the Hague Judgments Convention 2019? If not, do you expect it to in the foreseeable future?**

No.

Given Singapore's ambitions in cementing its position as a global hub for trade and commerce, there are benefits in Singapore being an early adopter of the HCJ. Further, given that Singapore ratified the Hague Convention on 2 July 2016 shortly after it entered into force on 1 October 2015 and became the first state to implement the obligations under the Hague Convention via legislation, it would not come as a surprise if Singapore signs and ratifies the HCJ in the near future. See further the Response to Question 23 above.

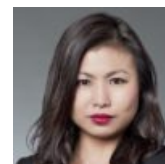
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