

**International
Comparative
Legal Guides**



Enforcement of Foreign Judgments

2024

Ninth Edition

Contributing Editor:
Louise Freeman
Covington & Burling LLP

glg Global Legal Group

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Singapore



Wendy Lin

Monica Chong
Wan Yee

Jill Ann Koh



Ho Yi Jie

WongPartnership LLP

1 Country Finder

1.1 Please set out the various regimes applicable to recognising and enforcing judgments in your jurisdiction and the names of the countries to which such special regimes apply.

Applicable Law/Statutory Regime	Relevant Jurisdiction(s)	Corresponding Section Below
Reciprocal Enforcement of Foreign Judgments Act 1959 (2020 Rev Ed) (“REFJA”).	Hong Kong, Brunei Darussalam, Australia, India, Malaysia, New Zealand, Pakistan, Papua New Guinea, Sri Lanka, United Kingdom.	Section 3.
Choice of Courts Agreement Act 2016 (2020 Rev Ed) (“CCAA”).	All EU Member States, Mexico, Montenegro, Ukraine, United Kingdom.	Section 3.

2 General Regime

2.1 Absent any applicable special regime, what is the legal framework under which a foreign judgment would be recognised and enforced in your jurisdiction?

Foreign judgments from jurisdictions not covered by the REFJA or CCAA may be recognised and enforced under common law if they meet the necessary requirements (see questions 2.2 and 2.3 below). To do so, a party would commence an action on a debt and would typically apply for summary judgment on the basis that there is no defence to the claim. Judgment obtained in an action on a debt creates a fresh obligation on the debtor to pay the judgment debt independent of the obligation sued upon in the underlying cause of action in the foreign court.

Once judgment is obtained, the applicant is then able to commence the enforcement process under the Rules of Court 2021 (“ROC”) to recover against the judgment debtor’s assets in Singapore.

2.2 What constitutes a ‘judgment’ capable of recognition and enforcement in your jurisdiction?

At common law, a judgment is capable of recognition and enforcement if it is:

- (1) A decision on the merits of the case having final and conclusive effect (i.e., it cannot be varied, re-opened or set aside by the court that delivered it) on the parties according to the law under which it was granted.
- (2) Obtained from a court of law of competent jurisdiction.
- (3) Issued by a foreign court with international jurisdiction over the party sought to be bound at the time of commencement of the foreign proceedings. Such jurisdiction can be based on the judgment debtor:

- (i) being present in the foreign country at the time the foreign proceedings were instituted;
- (ii) being the claimant or counterclaimant in the foreign proceedings;
- (iii) having submitted to the jurisdiction of the foreign court by voluntarily appearing in the proceedings; and
- (iv) having agreed, in respect of the subject matter of the proceedings, to submit to the foreign court’s jurisdiction. (see *Giant Light Metal Technology (Kunshan) Co Ltd v Aksa Far East Pte Ltd* [2014] 2 SLR 545).

If the foreign judgment is not merely sought to be recognised, but also to be enforced, then the judgment must also be for a fixed or ascertainable sum of money.

A judgment is capable of recognition and enforcement under the REFJA or CCAA if they are judgments from a gazetted country under the REFJA or a contracting state of the Hague Convention, and if they fulfil the requirements set out under the applicable regime (see question 3.1 below). Notably, the REFJA and CCAA are not confined to monetary judgments, and the REFJA also extends beyond final judgments to interlocutory judgments.

2.3 What requirements (in form and substance) must a foreign judgment satisfy in order to be recognised and enforceable in your jurisdiction?

The judgment would have to satisfy the criteria outlined in question 2.2 above. In addition, there must not be any applicable defences to its recognition (see question 2.7 below).

2.4 What (if any) connection to the jurisdiction is required for your courts to accept jurisdiction for recognition and enforcement of a foreign judgment?

In an action under the common law, the applicant must establish that the Singapore court has *in personam* jurisdiction over the

defendant, whether by service within or outside the jurisdiction, or submission. Apart from that, the Singapore High Court has held that natural forum considerations are irrelevant in claims to enforce a foreign judgment (see *Alberto Justo Rodrigues Licea v Curacao Drydock Co Inc* [2015] 4 SLR 172).

2.5 Is there a difference between recognition and enforcement of judgments? If so, what are the legal effects of recognition and enforcement respectively?

Yes. Generally, “recognition” refers to the Singapore court giving effect to the determination of the legal rights and obligations made by the foreign court, while “enforcement” connotes the application of legal procedures in Singapore to ensure that the foreign judgment creditor obeys the foreign judgment. A judgment may be recognised without being enforced, but recognition is a necessary precursor to enforcement.

For non-monetary foreign judgments falling outside the scope of REFJA and CCAA which cannot be enforced under common law, a party may nonetheless wish to seek recognition of the judgment in order that it may give rise to a preclusive (or *res judicata*) effect, under the doctrines of: (a) cause of action estoppel; (b) issue estoppel; or (c) abuse of process or extended *res judicata* (i.e., on the premise that it would be an abuse of process to argue matters that have been or should have been raised in the foreign proceedings). The benefit to this is that once the judgment is recognised, the defendant would not be able to relitigate in Singapore the issues already raised (or which should have been raised) in the foreign proceedings.

The advantage of enforcement, on the other hand, is that it not only prevents the defendant from relitigating the merits of the case, but it allows the plaintiff to reach the defendant’s assets in Singapore.

2.6 Briefly explain the procedure for recognising and enforcing a foreign judgment in your jurisdiction.

An action for the judgment debt under common law is commenced by filing an Originating Claim under O 6 of the ROC in the General Division of the High Court. As stated above, the applicant must establish *in personam* jurisdiction. Summary judgment can then be sought on the basis that there is no defence to the claim for enforcement.

For the procedure under the RECJA and CCAA, see question 3.3 below.

2.7 On what grounds can recognition/enforcement of a judgment be challenged? When can such a challenge be made?

Recognition and enforcement would be refused in cases where:

- (1) the judgment was procured by fraud;
- (2) enforcement/recognition would be contrary to public policy; or
- (3) the proceedings in which the judgment was obtained were contrary to natural justice.

2.8 What, if any, is the relevant legal framework applicable to recognising and enforcing foreign judgments relating to specific subject matters?

As long as the relevant requirements are fulfilled (see questions 2.2, 2.3 and 3.1), foreign judgments of any subject matter can be enforced under common law and the REFJA.

The CCAA only applies to international civil or commercial disputes. It does not cover matters of personal law, such as family, matrimonial, insolvency or consumer matters. Tortious claims which do not arise from contracts, anti-trust and intellectual property matters are also excluded.

2.9 What is your court’s approach to recognition and enforcement of a foreign judgment when there is: (a) a conflicting local judgment between the parties relating to the same issue; or (b) local proceedings pending between the parties?

The Singapore Court’s approach (as held in the Court of Appeal case of *Merck Sharp & Dohme Corp v Merck KGaA* [2021] 1 SLR 1102 (“*Merck Sharp*”)) is that where there is a prior or subsequent local judgment that is inconsistent with a foreign judgment, the foreign judgment should not be recognised. This gives priority to the *res judicata* effect of local judgments.

The Court, however, left open for future consideration the approach to be taken where a foreign judgment is handed down when local proceedings on the same or substantially the same subject matter have been commenced and are pending. The Court observed that this could depend on the circumstances, including how the foreign judgment came to be issued within the particular time frame in question and whether there was undue haste or any action by a party that is suggestive of a deliberate attempt to pre-empt the recognition of the foreign judgment in Singapore.

2.10 What is your court’s approach to recognition and enforcement of a foreign judgment when there is a conflicting local law or prior judgment on the same or a similar issue, but between different parties?

Unless the party/parties to the local proceedings can be regarded as the privy of the party/parties to the foreign proceedings, the foreign judgment will not be recognised or enforced, as there would be insufficient identity of parties to give rise to *res judicata* or an estoppel.

2.11 What is your court’s approach to recognition and enforcement of a foreign judgment that purports to apply the law of your country?

The question of what the Singapore Court would do in such a scenario was left open in *Merck Sharp*, although the Court observed that it would be sensible to avoid taking an extreme position (either that a foreign judgment on any question of Singapore law would *necessarily be incapable* of giving rise to an issue estoppel on the basis that the Singapore courts are the ultimate authority on Singapore law, or that a foreign judgment on any question of Singapore law would *always be capable* of giving rise to an issue estoppel so long as all the elements of transnational issue estoppel are present).

The Court recognised that there may be a need to distinguish between cases where Singapore law is applied in a manner that is obviously wrong, and cases where a point under Singapore law is uncertain with no clear Singapore decision and the foreign court adopts a considered position after taking into account expert evidence, which position is eventually proved incorrect by a subsequent Singapore decision. Such situations could potentially be dealt with by distinguishing between existent errors, where the foreign court clearly erred in its application of Singapore law, and retrospective errors, where the foreign court

adopted a view that cannot be said to be wrong under Singapore law *as it then stood* but happened to anticipate wrongly how Singapore law would develop.

2.12 Are there any differences in the rules and procedure of recognition and enforcement between the various states/regions/provinces in your country? Please explain.

No, there is no such distinction.

2.13 What is the relevant limitation period to recognise and enforce a foreign judgment?

The limitation period for enforcing a foreign judgment under common law is six years from the date the foreign judgment is final and conclusive under foreign law. This is pursuant to section 6(1)(a) Limitation Act addressing an action founded on a contract (the common law action is an action on an implied debt).

There is no limitation period for recognition of a foreign judgment.

Under the REFJA, pursuant to s 4(1), the limitation period for registration is six years from the date of the foreign judgment.

Under the CCAA, pursuant to s 13(2), the foreign judgment can be recognised as long as it remains enforceable in the country of its origin.

3 Special Enforcement Regimes Applicable to Judgments from Certain Countries

3.1 With reference to each of the specific regimes set out in question 1.1, what requirements (in form and substance) must the judgment satisfy in order to be recognised and enforceable under the respective regime?

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 Ann-Li Andraw 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* 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: (1) it extends beyond final judgments to interlocutory judgments; (2) it extends to judicial settlements; and (3) it extends beyond monetary judgments to non-monetary judgments.

The enforcement of non-monetary judgments and interlocutory judgments does not, however, 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.

The REFJA does not apply to any judgment which may be recognised or enforced in Singapore under the CCAA (s 2A of the REFJA).

CCAA

Subject to certain exceptions in ss 9, 10 and 22 of the CCAA, a foreign judgment is generally enforceable under the CCAA if the foreign judgment is:

- (a) given by a court of a contracting state to the Hague Convention (other than Singapore), which is designated in an exclusive choice of court agreement;
- (b) effective and enforceable in its state of origin; and
- (c) a final decision on the merits, a consent judgment, or a default judgment (including a determination by a court of any costs or expenses).

(see, e.g., ss 2(1), 13 of the CCAA, *Ermgassen & Co Ltd v Sixcap Financials Pte Ltd* [2018] SGHCR 8 at [6]-[9].)

Like the REFJA, the CCAA also extends to non-monetary judgments and judicial settlements. However, the CCAA extends only to final and not interlocutory judgments.

3.2 With reference to each of the specific regimes set out in question 1.1, does the regime specify a difference between recognition and enforcement? If so, what is the difference between the legal effect of recognition and enforcement?

The REFJA and CCAA implicitly recognises the distinction between recognition and enforcement, although they do not expressly specify the difference between, nor define the legal effect of the said terms.

Under the REFJA, registration is necessary for the enforcement of a foreign judgment (see, e.g., s 4(7) of the REFJA). Registration is not, however, necessary for recognition. For example, s 11 of the REFJA stipulates that a foreign judgment (even if not registered) shall be recognised in Singapore where, *inter alia*, the said judgment was one to which the REFJA applied, or would have applied, but for the fact that the judgment is not for a sum of money, except where the hypothetical registration would have been liable to have been set aside on some ground other than that: (a) a sum of money was not payable under the judgment; (b) the judgment had been wholly or partly satisfied; or (c) at the date of the application the judgment could not be enforced in the country of the original court.

Under s 13(1) of the CCAA, a judgment creditor has an option to make an application for either recognition only, or recognition and enforcement of a foreign judgment.

3.3 With reference to each of the specific regimes set out in question 1.1, briefly explain the procedure for recognising and enforcing a foreign judgment.

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 (O 60 of the ROC). O 60 r 3 of the ROC sets out the matters which must be contained in the supporting affidavit, including the judgment or a verified, 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 REFJA 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 containing a notification that an enforcement order to enforce the judgment will not be issued until after the expiration of that period (O 60 r 5 of the ROC). Notice of registration of a foreign judgment must also be served on the judgment debtor personally, unless the Court otherwise orders; and within three 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 (O 60 r 7 of the ROC).

CCAA

The application for the recognition and/or enforcement of a foreign judgment under the CCAA is made by originating application without notice supported by an affidavit (O 37 of the ROC). The supporting affidavit must, *inter alia*, exhibit: (a) a complete and certified copy of the foreign judgment; (b) the applicable exclusive choice of court agreement; and (c) 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) (O 37 r 2(3) of the ROC).

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 (O 37 r 5 of the ROC).

An applicant for the recognition and/or 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 (O 37 r 6 of the ROC).

3.4 With reference to each of the specific regimes set out in question 1.1, on what grounds can recognition/enforcement of a judgment be challenged under the special regime? When can such a challenge be made?

REFJA

Pursuant to s 5(1)(a) of the REFJA, 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));
- (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.

Pursuant to s 5(1)(b) and (c) of the REFJA, 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; or
- (b) the notice of registration had not been served on the judgment debtor, or that the notice of registration was defective.

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 (see further in question 5.1 below).

CCAA

Pursuant to s 14 of the CCAA, recognition and/or enforcement of a foreign judgment **must** be refused where:

- (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 the law of the State of origin allows the notification to be challenged, and 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; or
- (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.

Pursuant to ss 15 and 16 of the CCAA, recognition and/or enforcement of a foreign judgment **may** be refused where:

- (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) 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;

- (g) the foreign judgment is being reviewed or appealed against in the state of origin or the time for applying for a review of or for appealing against the foreign judgment in the state of origin has not expired;
- (h) 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; or
- (i) any other circumstances that the Minister may prescribe by regulations made under s 22 of the CCAA.

4 Enforcement

4.1 Once a foreign judgment is recognised and enforced, what are the general methods of enforcement available to a judgment creditor?

Such a judgment creditor can have recourse to the usual methods of enforcement available *vis-à-vis* domestic judgments – for, e.g.: (a) an enforcement order for seizure and sale of property; (b) an enforcement order for delivery or possession of property; (c) an enforcement order for attachment of a debt; (d) an order for committal; (e) an order for bankruptcy or winding-up; or (f) an examination of the enforcement respondent.

5 Other Matters

5.1 Have there been any noteworthy recent (in the last 12 months) legal developments in your jurisdiction relevant to the recognition and enforcement of foreign judgments? Please provide a brief description.

The Reciprocal Enforcement of Commonwealth Judgments Act 1921 (“**RECJA**”) was repealed with effect from 1 March 2023. Previously, foreign judgments from Australia, Brunei, India (except the states of Jammu and Kashmir), Malaysia, New Zealand, Pakistan, Papua New Guinea, Sri Lanka and the United Kingdom were recognised and enforced under the RECJA. With the repeal of the RECJA, the recognition and enforcement of foreign judgments from these jurisdictions will fall under the REFJA.

In *Ramesh Vangal v Indian Overseas Bank* [2023] SGHC(A) 25, the Appellate Division of the High Court set out factors the Singapore court would consider in exercising its discretion under s 6(1) of the REFJA to either set aside the registration

of the foreign judgment or adjourn the setting-aside application pending appeal of the foreign judgment before the foreign court. The factors include: (a) whether there would be excessive delays occasioned to the judgment creditor if the adjournment were granted; (b) the existence of any offer by the judgment debtor to provide security as a term of adjournment sought; (c) how readily the judgment debtor will be able to recover the judgment sums paid over if the registered judgment is enforced and the foreign appeal then subsequently allowed; and (d) whether the foreign appeal is a *bona fide* one that is, or will be, prosecuted with due diligence.

5.2 Are there any particular tips you would give, or critical issues that you would flag, to clients seeking to recognise and enforce a foreign judgment in your jurisdiction?

The costs of enforcement (e.g. legal fees incurred for the preparation and service of the relevant court documents) 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.

Where there is a real risk that the assets of the judgment debtor in Singapore may be disposed of or dissipated to frustrate any attempts by the judgment creditor to enforce the foreign judgment in Singapore, the judgment creditor should consider the possibility of obtaining interim relief (e.g. a freezing injunction) while the enforcement or registration procedure under common law, REFJA or CCAA is underway.

Judgment creditors should also be cognisant of the relevant limitation period for the enforcement of foreign judgment in Singapore (see question 2.13 above), and may out of prudence wish to file a “protective writ” (i.e. the relevant application for the enforcement of foreign judgment) in Singapore prior to the expiry of the relevant limitation period, especially where there are grounds to believe that the judgment debtor may potentially have assets in Singapore which may be executed against.

While there exists no formal and binding reciprocal enforcement arrangement between Singapore and the People’s Republic of China (“**PRC**”), a judgment creditor seeking to enforce a judgment of the courts of the PRC under common law should have regard to the Memorandum of Guidance on the Recognition and Enforcement of Money Judgments in Commercial Cases (“**MOG**”) signed on 31 August 2018 between Singapore and the PRC. The MOG sets out and clarifies how a judgment issued by the courts of the PRC may be recognised and enforced in Singapore. While not binding, the MOG is expected to guide the Singapore courts as to the recognition and/or enforcement of judgments issued by the courts of the PRC.



Wendy Lin is the Deputy Head of WongPartnership's Commercial & Corporate Disputes Practice and a Partner in the International Arbitration Practice. Wendy is widely recognised as one of the top enforcement/asset recovery practitioners in Singapore; she is one of two ranked Global Elite Thought Leaders (reserved for 5% of those ranked across the world) in Asset Recovery by *Who's Who Legal*, and the sole fellow of the International Academy of Financial Crime Litigators, based in Singapore. In addition to her busy practice as counsel, Wendy also sits as an arbitrator in cases administered by the Singapore International Arbitration Centre, the International Chamber of Commerce and the Hong Kong International Arbitration Centre. Wendy is presently serving her third term as Co-Chair of the YSIAC Committee, and is a member of the Singapore Academy of Law's Law Reform Committee.

WongPartnership LLP
12 Marina Boulevard, Level 28 Financial Centre Tower 3
Marina Bay 018982
Singapore

Tel: +65 6416 8181
Email: wendy.lin@wongpartnership.com
LinkedIn: www.linkedin.com/in/wendy-lin-4a694412



Monica Chong Wan Yee is a Partner in WongPartnership's Commercial & Corporate Disputes and International Arbitration Practices. Monica has an active court and international arbitration practice spanning a range of sectors, including energy, financial services, business consultancy, trade and investment matters. She most recently acted in *DBX v DBZ* where the Court determined a novel time bar issue in the context of award challenges. Monica is currently Co-Chair of the Asia-Pacific Forum for International Arbitration (AFIA), the Principal Examiner for the Civil Litigation module for the Singapore Bar Examinations (Part B Preparatory Course), and has been appointed by the Ministry of Home Affairs to the Criminal Law Advisory Committee (Hearing) for a second term.

WongPartnership LLP
12 Marina Boulevard, Level 28 Financial Centre Tower 3
Marina Bay 018982
Singapore

Tel: +65 6517 3748
Email: monicawy.chong@wongpartnership.com
LinkedIn: www.linkedin.com/in/chongwanyeemonica



Jill Ann Koh is a Partner in WongPartnership's Commercial & Corporate Disputes Practice. She has an active court and arbitration practice in complex and multi-jurisdictional commercial, shareholder, fraud and asset recovery disputes, with a particular focus on the sectors of technology, internet businesses, e-commerce and energy. Her experience includes a placement working with barristers and King's Counsel in Twenty Essex Chambers in London. Jill graduated from the Singapore Management University, which she represented in the Philip C. Jessup International Law Moot and the Willem C. Vis International Commercial Arbitration Moot. She is admitted to the Singapore Bar.

WongPartnership LLP
12 Marina Boulevard, Level 28 Financial Centre Tower 3
Marina Bay 018982
Singapore

Tel: +65 6517 8720
Email: jillann.koh@wongpartnership.com
LinkedIn: www.sg.linkedin.com/in/jill-ann-koh-69361b120



Ho Yi Jie is a Senior Associate of WongPartnership's Commercial & Corporate Disputes Practice. His practice focuses on commercial litigation and international arbitration in a wide range of complex, high-value and multi-jurisdictional disputes, including in the areas of corporate and commercial, shareholder, investment and contractual disputes. He is presently a member of the Young Members Working Group of the Singapore Academy of Law's Professional Affairs Committee. In 2023, He was seconded to Twenty Essex Chambers, London. He graduated from the National University of Singapore, and was called to the Singapore Bar in 2019.

WongPartnership LLP
12 Marina Boulevard, Level 28 Financial Centre Tower 3
Marina Bay 018982
Singapore

Tel: +65 6517 8726
Email: yijie.ho@wongpartnership.com
LinkedIn: www.linkedin.com/in/yi-jie-ho-024309218

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- Enforcement
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- Recent Developments