The Asia-Pacific Arbitration Review 2018

Published by Global Arbitration Review in association with

Clayton Utz
Cuatrecasas
Dechert LLP
Desierto & Desierto
Dzungsrt & Associates LLC
Economic Laws Practice
FTI Consulting
Hong Kong International Arbitration Centre
JLA Advogados e Consultores
Nagashima Ohno & Tsunematsu
Rajah & Tann Singapore LLP
Shanghai International Arbitration Center
Wilmer Cutler Pickering Hale and Dorr LLP
WongPartnership LLP
Yoon & Yang LLC
Zhong Lun Law Firm

www.globalarbitrationreview.com

gar

Singapore

Alvin Yeo SC and Chou Sean Yu
WongPartnership LLP

International arbitration continues to grow in Singapore. The statistics from the 2016 Annual Report of the Singapore International Arbitration Centre (SIAC) bear testimony to Singapore's and SIAC's expanding prominence.

In 2016, SIAC's records were broken; it recorded its highest-ever number of administered cases, highest-ever aggregate amount in dispute and highest-ever sum in a single case. There were 343 new cases from parties from 56 jurisdictions; a 27 per cent increase from the 271 cases filed in 2015. Of these new cases, a record number of 307 cases were administered at SIAC. In 2016, the total sum in dispute amounted to S$17.13 billion. SIAC reported a total of 144 awards having been issued in 2016.

The 2016 International Dispute Resolution Survey, 'An insight into resolving Technology, Media and Telecoms Disputes', undertaken by the School of International Arbitration, Queen Mary University of London, found SIAC to be the most popular institution for Asia-based respondents and one of the most used institutions for technology, media and telecoms disputes.

There was also a larger number of international arbitration cases that were heard before the Singapore courts, with the more significant cases reported below.

New SIAC Arbitration Rules 2016 and new SIAC Investment Arbitration Rules 2017

The Arbitration Rules of the SIAC have been fine-tuned in a new sixth edition that came into force on 1 August 2016 (the SIAC Arbitration Rules 2016). The SIAC Arbitration Rules 2016 applies to disputes referred to SIAC from 1 August 2016, unless parties agree otherwise. The revised rules include new provisions on consolidation of multiple arbitrations, multiple contracts, application for joinder by non-parties, the early dismissal of claims and defences, and delocalisation of the seat of arbitration. Enhancements were also made to the emergency arbitrator and expedited proceedings procedures.

SIAC is the first international commercial arbitral institution to introduce a procedure for the early dismissal of claims and defences, allowing a party to apply for another party's claims or defences to be dismissed in whole or in part on the basis that they are 'manifestly without legal merit' or 'manifestly outside the jurisdiction of the tribunal'. The tribunal must rule on such an application within 60 days of its filing.

The first edition of the SIAC Investment Arbitration Rules 2017 (SIAC IA Rules 2017) was released on 1 January 2017, an alternative, bespoke set of procedures to the SIAC Arbitration Rules, to address the unique issues present in the administration of international investment arbitration. The SIAC IA Rules 2017 include provisions relating to the appointment of the sole or presiding arbitrator and an opt-in mechanism for the appointment of an emergency arbitrator; strict timelines on challenges to arbitrators with built-in discretion for the arbitration to proceed during the challenge; the early dismissal of claims and defences; submissions by non-disputing parties; the disclosure of third-party funding arrangements; timelines for the close of proceedings and the submission of draft awards; confidentiality; and the discretionary publication of key information relating to the dispute.

Third-party funding for arbitration

Singapore's Civil Law Act was amended on 1 March 2017 to, inter alia, permit the enforceability of third-party funding agreements for international arbitration proceedings. Prior to these amendments, third-party funding was not permitted in Singapore. The amendments also introduce regulation of third-party funders including prescribed criteria for funders. This puts Singapore on par with other jurisdictions that have permitted third-party funding and further facilitates Singapore's growth as an arbitration seat.

Continuing development of Singapore's tripartite dispute-resolution mechanisms

On 10 January 2017, the Mediation Bill 2016 was passed by Parliament, paving the way for the prospective enactment of the Mediation Act. The Mediation Act will strengthen the overall framework for mediation in Singapore (following the launch of the Singapore International Mediation Centre and the Singapore International Mediation Institute in November 2014) by strengthening the enforceability of mediated settlements, clarifying and codifying certain issues such as confidentiality and admissibility rules in the context of mediation, and providing for stay of court proceedings.

Singapore International Commercial Court and Choice of Court Agreements Act

As of 11 January 2017, the Singapore International Commercial Court (SICC) had delivered eight judgments and grounds of decision (with the first judgment delivered on 12 May 2016, approximately four months after the filing of closing submissions) and eight cases have been transferred from the Singapore High Court to the SICC since its establishment. The first two notices of appeal to the Court of Appeal have also been filed since.

Singapore enacted the Choice of Court Agreements Act (CCAA) in October 2016 which gives effect to Singapore's ratification of the Hague Convention on Choice of Court Agreements (HCCA). The HCCA (and accordingly, the CCAA) apply to international civil and commercial disputes, setting out a framework for (i) upholding exclusive choice of court agreements in favour of courts in contracting states, and (ii) mutual recognition and enforcement of court judgments of contracting states.

Case law

The following judgments have been released in the period from March 2016 to February 2017:

- In *Rals International Pte Ltd v Cassa di Risparmio di Parma e Piacenza SpA* [2016] SGCA 53, the Court of Appeal held that,

in the absence of express incorporation, an arbitration agreement in a contract does not extend to claims on the promissory notes issued pursuant thereto.

- In *Sanum Investments Ltd v Government of the Lao People's Democratic Republic* [2016] SGCA 57, the Court of Appeal affirmed a tribunal's dismissal of the jurisdictional challenge of the government of Laos, which challenge was premised on the arguments that a bilateral investment treaty signed by China and Laos did not apply to Macau and that the underlying expropriation claims were, in any event, not arbitrable under article 8(3) of the treaty.
- In *JVL Agro Industries Ltd v Agritrade International Pte Ltd* [2016] SGHC 126, the High Court set aside an arbitral award for breach of natural justice (where the plaintiff's claim was dismissed on the basis of an issue that was not part of the defendant's case and on which the plaintiff was not given an opportunity to be heard).
- In *ASG v ASH* [2016] SGHC 130, the High Court rejected a plaintiff's application for dismissal of an arbitral award on grounds of breach of natural justice.
- In *BBW v BBX and others* [2016] SGHC 190, the High Court confirmed that it has the inherent power to seal documents in court proceedings to protect the confidentiality of related arbitration proceedings.
- In *Dyna-Jet Pte Ltd v Wilson Taylor Asia Pacific Pte Ltd* [2016] SGHC 238, the High Court held that a dispute resolution clause providing for a unilateral right to elect to arbitrate was a valid and enforceable arbitration agreement.
- In *BCY v BCZ* [2016] SGHC 249, the High Court found that no separate arbitration agreement was concluded before the execution of a sale and purchase agreement.
- In *L Capital Jones Ltd and another v Maniach Pte Ltd* [2017] SGCA 03, the Court of Appeal confirmed that minority oppression claims were generally arbitrable but held that, on the facts of the case, a majority shareholder of a joint venture company had taken a 'step' in the court proceedings notwithstanding that it was the joint venture company that took out the actual striking out application.

Claim on promissory notes not bound by arbitration agreement contained in underlying contract

In *Rals International Pte Ltd v Cassa di Risparmio di Parma e Piacenza SpA* [2016] SGCA 53, the issue was whether an assignee of promissory notes was required to arbitrate disputes relating thereto, pursuant to an arbitration agreement contained in the underlying contract (pursuant to which the promissory notes were issued).

Rals International Pte Ltd (Rals) entered into two agreements with Oltremare SRL (Oltremare), an Italian supplier, to purchase equipment to shell and process raw nuts and for the assembly and commissioning of the equipment at Rals' factory. One of these agreements (the Supply Agreement) contained an arbitration agreement that provided that all disputes arising from the Supply Agreement would be settled by arbitration. Under the Supply Agreement, Rals agreed to pay Oltremare by way of 10 instalments, the first two instalments in cash and the remaining eight by way of promissory notes (the Notes). Oltremare subsequently entered into an agreement with the respondent bank, Cassa di Risparmio di Parma e Piacenza SpA (Cariparma), whereby the right of payment under the Supply Agreement was assigned to Cariparma and Cariparma purchased the Notes from Oltremare at a discounted value. However, when Cariparma presented the Notes for payment, the first four Notes were dishonoured by Rals. Cariparma commenced proceedings in the High Court against Rals for the face value of the four Notes presented and for certain declarations in respect of the remaining Notes. Rals applied for a stay of proceedings pursuant to section 6 of the International Arbitration Act (IAA) on the basis that the Notes fell within the scope of the Supply Agreement and accordingly any disputes in respect of the same should be determined pursuant to the arbitration clause in the Supply Agreement.

The High Court found that the right to receive the purchase price under the Supply Agreement, which had been transmitted by assignment to Cariparma, carried with it the burden of the arbitration agreement contained in the Supply Agreement. Cariparma was therefore bound to arbitrate all disputes that fell within the scope of the arbitration agreement. However, Cariparma had not framed its claim on its right as assignee to receive the purchase price under the Supply Agreement from Rals. Instead, Cariparma's claim was deliberately confined to the Notes hence the subject matter of the action did not arise in connection with the Supply Agreement.

The Court of Appeal upheld the High Court's decision, finding that the arbitration agreement was not expressly incorporated into the Notes, nor was there a term in the arbitration agreement or the Supply Agreement that expressly stated that the arbitration agreement was to include disputes arising from the Notes. The strict rule that clear and express reference to an arbitration clause contained in a contract is required before a court will find that such clause has been incorporated in a separate contract, continues to apply in the context of negotiable instruments.

Court of Appeal affirms jurisdictional ruling in first decision concerning an investor-state arbitration

In *Sanum Investments Ltd v Government of the Lao People's Democratic Republic* [2016] SGCA 57, Macau-incorporated Sanum Investments Limited (Sanum) commenced UNCITRAL arbitration proceedings alleging (among other things) that the Lao government had wrongfully expropriated Sanum's gaming investments in Laos. Sanum's claims were brought on the basis of article 8(3) of a bilateral investment treaty signed by the China and Laos (the PRC-Laos BIT) in 1993, which provides:

> *If a dispute involving the amount of compensation for expropriation cannot be settled through negotiation within six months as specified in paragraph 1 of this Article, it may be submitted at the request of either party to an ad hoc arbitral tribunal. The provisions of this paragraph shall not apply if the investor concerned has resorted to the procedure specified in the paragraph 2 of this Article.*

In December 2013, a tribunal dismissed the Laos government's jurisdictional challenge, being unpersuaded by the Laos government's arguments that (i) the PRC-Laos BIT did not apply to Macau (which Portugal handed over to PRC in 1999, after the signing of the PRC-Laos BIT) and (ii) the expropriation claims were, in any event, not arbitrable under article 8(3) of the PRC-Laos BIT that the Laos government argued allowed arbitration only in respect of the amount of compensation for expropriation.

Dissatisfied with the tribunal's decision, the Laos government commenced proceedings to have the High Court determine the question of the tribunal's jurisdiction and to have two Notes Verbales (the 2014 NVs) admitted into evidence before the High Court. The High Court admitted the 2014 NVs into evidence and allowed the Laos government's challenge against the tribunal's ruling on jurisdiction.

In a landmark judgment, a five-judge Court of Appeal (overturning the High Court's decision) agreed with Sanum that: (i) the evidence the Laos government sought to rely on did not displace the default rule of state succession, pursuant to which the PRC-Laos BIT applied to Macau, and (ii) article 8(3), which was not limited to issues of quantum, covered Sanum's expropriation claims (involving as well questions of liability) consistent with the object and purpose of the PRC-Laos BIT. In doing so, the Court of Appeal held, inter alia, that:

- Where a party challenges the jurisdiction of an arbitral tribunal, the court should undertake a de novo review on jurisdiction and there is no basis for deference to the tribunal's findings. While a court may consider the tribunal's findings, the court is not bound to accept or take into account the arbitral tribunal's findings on the matter.
- Under the default 'moving treaty frontier' rule of state succession, a territory that undergoes a change in sovereignty passes automatically out of the treaty regime of the predecessor sovereign into the treaty regime of the successor sovereign and this presumption would hold unless displaced.
- The 'critical date' doctrine is relevant in the context of international arbitration and special care should be taken in assessing the weight attached to evidence of conduct of parties after the critical date (ie, the date on which the dispute crystallises). Greater weight may be placed if such evidence demonstrates evidentiary continuity and consistency with pre-critical date evidence. Given that the present dispute crystallised on 14 August 2012, the date on which arbitration proceedings were initiated, the 2014 NVs did not bear weight because they were post-critical date evidence and contradicted the pre-critical date evidence; and

The Court of Appeal therefore concluded that the tribunal had subject-matter jurisdiction over Sanum's expropriation claims and restored the tribunal's affirmative jurisdictional ruling.

Arbitral award set aside for breach of natural justice (where plaintiff's claim dismissed on the basis of an issue that was not part of defendant's case and on which the plaintiff was not heard)

In *JVL Agro Industries Ltd v Agritrade International Pte Ltd* [2016] SGHC 126, the parties entered into contracts for the sale and purchase of palm oil between March and August 2008. When the market price of palm oil fell, the parties agreed to a 'price-averaging' arrangement, which kept the contracts alive but deferred performance of the contracts. The effect of the arrangement was to average down the overall unit price of the palm oil. Each price-averaging exercise required the parties to discuss and agree on: (i) the quantity of palm oil to be shipped in a particular cargo; and (ii) the ratio in which the palm oil comprising that cargo was to be attributed to the old and new contracts. The defendant would then issue a revised contract for the shipment of the palm oil.

The defendant failed to perform on five contracts and the plaintiff issued notices of default. The parties agreed to refer the dispute to arbitration. The defendant's defence in the arbitration was that the price-averaging arrangement rendered each disputed contract void for uncertainty or, alternatively, that even if the contracts were not void for uncertainty, they had been mutually terminated.

On the first day of the arbitration hearing, counsel for the defendant abandoned the mutual termination defence and confirmed that the defendant would be relying solely on the uncertainty defence. This meant that if the tribunal held that the contracts were sufficiently certain to be binding, the defendant could not, on its own case, escape being held liable. The defendant's decision to abandon the mutual termination defence withdrew the following issues from the tribunal: (i) whether the price-averaging arrangement governed the performance of the disputed contracts as opposed to their validity; and (ii) whether the price-averaging arrangement was a contract in its own right of any sort whatsoever.

The tribunal delivered its final award and dismissed the plaintiff's claim. In doing so, the majority of the tribunal considered the question of whether the parol evidence rule precluded the defendant from relying on the price-averaging arrangement and concluded that the price-averaging arrangement was a collateral contract, which was an exception to the parol evidence rule and therefore capable of varying the parties' performance obligation under the disputed contracts.

However, this argument was never made by the defendant at any time during the arbitration and the plaintiff subsequently applied to the High Court to set aside the tribunal's award, arguing that there had been a breach of natural justice in the arbitration that had caused it prejudice.

The High Court found that the majority of the tribunal, in finding that the price-averaging arrangement was a collateral contract and thus, an exception to the parol evidence rule, failed to give the plaintiff an opportunity to be heard on this issue, which prejudiced the plaintiff.

The Court held that, even though the defendant was directed to the parol evidence rule and the collateral contract exception to that rule, the defendant still failed to advance the exception as part of its case. The defendant's failure to do so precluded the tribunal from adopting that as part of its chain of reasoning unless it directed the plaintiff specifically to deal with it. Accordingly, the Court found that there was a breach of natural justice in the making of the award and that the majority of the tribunal exercised 'unreasonable initiative' taking into account the adversarial nature of arbitration, and bearing in mind the tribunal's power to proceed inquisitorially.

High Court rejects application for dismissal of award on grounds of breach of natural justice

ASG v ASH [2016] SGHC 130 was another setting aside application based on a contention of breach of natural justice. In that case, the plaintiff applied to set aside a principal arbitral award on the primary ground that the arbitrator failed to consider or deal with an issue in the arbitration and as a result, there was prejudice to the plaintiff.

The defendant had employed the plaintiff to construct the foundations of a construction project. There were two delays and the plaintiff sought and was granted an extension of time arising from design changes. The works were completed late and the defendant claimed liquidated damages for the delay. The plaintiff commenced arbitration seeking a declaration that the plaintiff was entitled to two extensions of time. The plaintiff's claim for the second extension of time rested on two contentions. The arbitrator dismissed the plaintiff's claim for the second extension of time but did not address the plaintiff's first contention in the reasoned award.

In dismissing the plaintiff's application to set aside the principal award, the High Court held that the policy of minimal curial intervention set a high bar: a court would not infer that a tribunal had failed to consider an important issue unless the inference was clear and virtually inescapable. If a tribunal did not express

its reasoning on an issue that the parties had placed before it, a breach of natural justice would have occurred only if the lack of reasoning followed from the tribunal deliberately avoiding or completely overlooking the issue. There would be no breach of natural justice if the tribunal reached its decision implicitly, reached the wrong decision or failed to understand the argument. There were other alternative explanations as to why the arbitrator's reasons did not address the plaintiff's first contention and in any event, no prejudice was caused even if the arbitrator failed to consider the plaintiff's submission.

The court has inherent power to seal court proceedings to protect confidentiality of related arbitration

In *BBW v BBX and others* [2016] SGHC 190, the plaintiff sought an order that all documents and records in the court action be sealed and that access by third parties thereto be withheld, pursuant to sections 22 and 23 of the IAA and the inherent jurisdiction of the court. The action (the suit) concerned the validity of an indemnity agreement. At the same time, there were ongoing arbitration proceedings between the plaintiff and a third party.

Section 22 of the IAA provides that proceedings under that Act shall be heard otherwise than in open court at the request of any party. Section 23 of the IAA sets out restrictions on reporting of proceedings heard otherwise than in open court. The Court held that these provisions would only apply to proceedings under the IAA, for example, a stay of proceedings or setting aside an award. In the present case, the suit was a contractual claim contract that was not a proceeding under the IAA, therefore the court could not grant a sealing order pursuant to sections 22 and 23 of the IAA.

The court, however, has the inherent power to grant sealing orders in the interests of preserving the confidentiality of related arbitration proceedings. The court noted the public policy of keeping arbitrations confidential and that there was a considerable overlap in the facts of the suit and the arbitration (even if the defendants in the suit were not parties to the arbitration). In particular, the plaintiff claimed in the suit that the consideration for the indemnity agreement was the plaintiff agreeing to defend the claim in the arbitration. In the absence of a sealing order, evidence adduced in the suit would compromise the confidentiality of the arbitration. In the present case, there was no concern over the stifling of the development of jurisprudence and there was no countervailing and legitimate public interest weighing in favour of disclosure (the suit concerned a private contractual arrangement). Accordingly, the court held that the principle of open justice did not outweigh the need to preserve confidentiality of the arbitration and granted the sealing order.

A clause providing for a unilateral right to elect to arbitrate is a valid and enforceable arbitration agreement

In *Dyna-Jet Pte Ltd v Wilson Taylor Asia Pacific Pte Ltd* [2016] SGHC 238, the High Court heard an application to stay court proceedings in favour of arbitration with reference to a dispute resolution clause that gave only the plaintiff the right to elect to arbitrate disputes.

The parties had entered into a contract pursuant to which the defendant engaged the plaintiff to carry out specialist engineering services. The contract contained a dispute resolution clause, which in express terms gave the plaintiff the sole right to decide whether to submit any disputes to arbitration. The relevant section of the clause is reproduced below:

> *… Any claim or dispute or breach of terms of the Contract shall be settled amicably between the parties by mutual consultation. If no amicable settlement is reached through discussions, at the election of [the plaintiff], the dispute may be referred to and personally settled by means of arbitration proceedings, which will be conducted under English law; and held in Singapore.*

When a dispute between the parties arose, the plaintiff elected not to arbitrate and commenced court proceedings instead. The defendant applied to stay the proceedings in favour of arbitration. However, the plaintiff resisted the application on the basis that there was no arbitration agreement between the parties, or alternatively, that any arbitration agreement they had was 'null and void, inoperative or incapable of being performed' under section 6(2) of the IAA.

The High Court held that such a clause (conferring on only one party the right to elect to arbitrate) constituted a valid arbitration agreement under section 2A of the IAA. Accordingly, the Court was obliged to stay the proceedings pursuant to section 6(1) of the IAA unless the arbitration agreement was 'null and void', 'inoperative', or 'incapable of being performed' pursuant to section 6(2) of the IAA. The High Court found that the plaintiff in commencing the court action had elected not to arbitrate the dispute. An election to arbitrate the dispute was the contingency that the parties made intrinsic to their arbitration agreement. As this was not satisfied, the plaintiff had bound itself to litigate the dispute and accordingly the intrinsic contingency in the parties' dispute resolution agreement could never be satisfied, such that the arbitration agreement was incapable of being performed.

No arbitration agreement concluded independent from an unsigned sale and purchase agreement

In *BCY v BCZ* [2016] SGHC 249, a dispute arose from a proposed sale of shares in a company by the plaintiff to the defendant under a sale and purchase agreement (SPA). Seven drafts of the SPA, which incorporated an ICC arbitration clause, were negotiated but the SPA was ultimately not signed. When the plaintiff decided not to proceed with the proposed sale, the defendant commenced ICC arbitration proceedings, purportedly pursuant to the arbitration clause in the unsigned SPA. The plaintiff raised a preliminary objection to the arbitrator's jurisdiction on the basis that no arbitration agreement had been concluded. The plaintiff applied to the High Court for a declaration, pursuant to section 10(3) of the IAA, that the arbitrator had no jurisdiction to hear and determine any claim advanced by the defendant or, alternatively, that the arbitrator only has jurisdiction to hear the claim for breach of the unexecuted SPA.

The key issue before the High Court was whether there was a valid and binding arbitration agreement independent of the SPA. Whether an arbitration agreement was concluded was to be decided in accordance with the governing law of the arbitration agreement. The High Court found that, applying New York law as the governing law of the arbitration agreement, the parties did not intend to be bound by the arbitration agreement prior to the SPA being executed.

The High Court clarified that while the doctrine of separability prevents a party from impugning the arbitration agreement contained in an underlying agreement simply by alleging that the underlying agreement was invalid, one cannot use the doctrine to say that parties intended to enter into an arbitration agreement independent of the underlying contract. The doctrine of severability was irrelevant in the current issue of whether an arbitration agreement was concluded before the SPA.

Confirmation that statutory minority oppression claims are generally arbitrable; 'steps' taken in legal proceedings by company attributed to its majority shareholder

Finally, in *L Capital Jones Ltd and another v Maniach Pte Ltd* [2017] SGCA 03, the Court of Appeal considered an application for a stay of proceedings in favour of arbitration under section 6 of the IAA and had to decide, inter alia, whether the minority oppression claim brought by the respondent (Maniach) was arbitrable and if the appellants, Jones the Grocer Group Holdings Pte Ltd (JtGGH) and L Capital Jones Ltd (L Capital Jones), had taken a step in the court proceedings.

Maniach and L Capital Jones were shareholders in JtGGH, the ultimate holding company for the 'Jones the Grocer' business. Maniach, the investment vehicle of John Manos (Manos), owned 37 per cent of the shares in JtGGH. L Capital Jones owned the remaining 63 per cent. Maniach, Manos, L Capital Jones and JtGGH were parties to a shareholders' agreement that included an arbitration agreement.

Maniach commenced court proceedings for relief under section 216 of the Companies Act (minority oppression proceedings).

The appellants sought a stay of the minority oppression proceedings in favour of arbitration in view of the parties' arbitration agreement and JtGGH also applied to strike out the minority oppression proceedings. At first instance, the High Court denied the application on the basis that all minority oppression claims were non-arbitrable.

Affirming its earlier decision in *Tomolugen Holdings Ltd and another v Silica Investors Ltd and other appeals* [2016] 1 SLR 373 that minority oppression claims under section 216 of the Companies Act were, in principle, arbitrable, the Court of Appeal restated the principle that there was generally no element in such minority oppression disputes that would make it contrary to public policy for them to be resolved by an arbitral tribunal rather than a court (since nothing in the Companies Act precluded the arbitration of a section 216 claim). While the Court of Appeal acknowledged the possibility that public policy considerations might arise on the facts of a particular case, such considerations would not be intrinsic to a minority oppression claim because of other features of the dispute.

Ultimately, the Court of Appeal decided that the appellants had taken a step in the court proceedings. Notwithstanding that the striking out application had been filed only by JtGGH, the Court of Appeal held that, on the facts of the case, the 'step' could be ascribed to L Capital Jones as well. The Court of Appeal took a pragmatic approach and looked into the substance of the events including the following facts: that at all relevant times, L Capital Jones was the majority shareholder of JtGGH; the nominee directors of L Capital Jones on the board of JtGGH had majority control over it (and the Court of Appeal inferred that L Capital Jones directed JtGGH to file the striking out application); JtGGH was a nominal defendant in the minority oppression claim and brought the application to further L Capital Jones' interests; and the prayers of relief in JtGGH's striking-out application were sought on behalf of L Capital Jones as well. It is important to bear in mind that the Court of Appeal considered those circumstances exceptional and the court would not usually attribute one defendant's actions to another co-defendant.

Alvin Yeo
WongPartnership LLP

Sean Yu Chou
WongPartnership LLP

Mr Alvin Yeo is Singapore's foremost arbitration counsel in the field of investor-state disputes and international commercial arbitration; he has acted for and advised international clients in complex, cross-border disputes and multi-jurisdictional enforcement proceedings.

His extensive experience also covers financial disputes, contentious investigations, insolvency and restructuring, and financial services regulatory matters, including corporate fraud, anti-money laundering and insider trading.

The *GAR 100: Guide to Specialist Arbitration Firms* recognises Alvin as 'a master – smart, practical and confident'. *Who's Who Legal: Arbitration* 2017 lauded Mr Yeo as 'a leading light in the market who possesses strong arbitration credentials and experience'.

In 2017, Alvin was honoured with the 'Outstanding Contribution to the Legal Profession' Award from *Chambers & Partners*. The prestigious award is given to only two recipients each year in recognition of their exceptional work in their respective fields, continued contribution to the Asian legal arena and who 'have had a significant and lasting impact on their market and who are outstanding lawyers in their own areas of practice'.

Alvin is recognised as a leading litigation and arbitration counsel in international legal directories such as *Chambers Asia-Pacific*, *Chambers Global*, *IFLR1000*, and *The Legal 500 Asia Pacific*.

Mr Yeo is vice-president of the LCIA Asia Pacific's Users' Council and sits on the panels of arbitrators for HKIAC, ICDR, KCAB, KLRCA and SCIA. He is also a fellow of SIArb and a member of the SIAC Court, SIArb's Panel for Sports in Singapore and the ICC Commission on Arbitration.

Mr Sean Yu Chou is a partner in the international arbitration practice at WongPartnership LLP. He is also the head of the firm's banking and financial disputes practice, the joint head of the restructuring and insolvency practice and a partner in the financial services regulatory and the Malaysia practices.

Sean Yu graduated with first-class honours from the University of Bristol and is admitted to the English Bar (Middle Temple) and to the Singapore Bar.

He is recognised as a leading lawyer for international arbitration in *Best Lawyers* 2017, for dispute resolution and litigation in *Asialaw Leading Lawyers* 2017 and was acknowledged as one of the 'Local Disputes Stars' in the inaugural edition of *Benchmark Asia Pacific*.

Mr Chou is named in *Who's Who Legal Banking: Regulatory* 2017 and is ranked as a leading lawyer for banking and finance in *Asialaw Leading Lawyers* 2017. He is also endorsed in *The Legal 500 Asia Pacific* for restructuring and insolvency, and a leading restructuring and insolvency lawyer in *Best Lawyers* 2017 and *Expert Guides*.

Sean Yu is a fellow of the Insolvency Practitioners Association of Singapore and is on the Panel of Arbitrators of the Singapore International Arbitration Centre (SIAC), Korean Commercial Arbitration Board (KCAB) and the Kuala Lumpur Regional Centre of Arbitration (KLRCA). He is also a Fellow of the Chartered Institute of Arbitrators and is currently a member of the board of its Singapore branch.

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

Alvin Yeo
alvin.yeo@wongpartnership.com

Sean Yu Chou
seanyu.chou@wongpartnership.com

www.wongpartnership.com

WongPartnership LLP is a market leader in Singapore for the provision of high-quality legal services. Our profile extend beyond the shores of Singapore, with a particular focus on the Asia-Pacific region, and we presently have over 300 lawyers, with offices in Singapore, Beijing, Shanghai and Yangon, as well as in Abu Dhabi, Dubai, Jakarta and Kuala Lumpur through partner firms.

WongPartnership LLP prides itself on its twin strengths in transactional work and dispute resolution, and is recognised for its involvement in landmark mergers and acquisitions and capital markets transactions, as well as complex and high-value litigation, investment treaty disputes and international commercial arbitration matters.

With more than 120 lawyers in our international arbitration practice including four senior counsel, the firm handles the full spectrum of international investment and commercial arbitration across various industry sectors, including banking, financial, commercial, construction, energy, international sales, investment, medical, telecommunications and trade.

We have established our reputation as a leading international arbitration practice with clients from multinational corporations, governments and high-profile business leaders and individuals from all over the world.

We have extensive expertise in managing and conducting arbitrations across the world's major arbitral institutions, including CIETAC, HKIAC, ICC, ICDR, ICSID, LCIA, KLRCA and SIAC.

We are consistently ranked as one of the top Asian firms for international arbitration and recognised by *Global Arbitration Review* as one of the Top 100 specialist arbitration firms in the world.

Strategic Research Sponsor of the
ABA Section of International Law

Law
Business
Research

THE QUEEN'S AWARDS
FOR ENTERPRISE:
2012

THE ASIA-PACIFIC ARBITRATION REVIEW 2018 ISSN 1753-917X