

**FAQs ON ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE (SIAC)**

SIAC as an arbitral institution is a key institution in the field of international arbitration. As per the [2020 Annual Report \(SIAC Report\)](#), 690 cases are from India, up from 485 cases contributed in 2019.

The SIAC Rules, 2016 (**SIAC Rules**) which came into force on 1 August 2016 incorporates a number of new provisions and amendments to the erstwhile process. The SIAC Rules most notably addresses the early dismissal of claims and defences; and other provisions making the institution most accommodating in the international community.

Listed below are a few FAQs that deal with SIAC Rules.

**1. How is an arbitration at SIAC under the SIAC Rules commenced?**

A party seeking to commence an arbitration under the SIAC Rules i.e., the 'Claimant' is required to file the notice of arbitration with the 'Registrar' along with payment of the requisite filing fee.

**2. What are the key points that should be included in a notice for arbitration?**

A notice of arbitration should include the following:

- a) a demand that the dispute be referred to arbitration;
- b) the names, addresses and contact details of the parties to the arbitration and their representatives, if any;
- c) a reference to the arbitration agreement invoked by the party and a copy of the arbitration agreement;
- d) a reference to the contract or other instrument out of, or in relation to, which the dispute arises and, a copy of such contract / instrument, where possible;
- e) a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and an initial quantification of the claim amount, where possible;

- f) a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
- g) a proposal for the number of arbitrators if not specified in the arbitration agreement;
- h) unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- i) any comment as to the applicable rules of law;
- j) any comment as to the language of the arbitration; and
- k) payment of the requisite filing fee under the SIAC Rules.

The notice of arbitration may also include the statement of claim. A copy of the notice of arbitration is also required to be sent to the Respondent at the same time as it files the notice of arbitration with the Registrar and is required to notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

### 3. **How much is the case filing fees?**

As per the prevalent SIAC's Schedule of Fees, the case filing fee for Singapore parties is SGD 2,140 (inclusive of 7% Goods and Service Tax (**GST**)) and for overseas parties case filing fee is SGD 2,000. The case filing fee is non-refundable and is applicable to all arbitrations administered by the SIAC, and to each claim or counterclaim.

### 4. **What is the date of commencement of arbitration under the SIAC Rules?**

The date on which the notice of arbitration is received by the Registrar is considered as the date of commencement of the arbitration.

### 5. **When are the parties notified about the commencement of arbitration?**

When a notice of arbitration contains all points required as mentioned in query 1 and 2 above as well as 13(b) below, or when the Registrar determines that there has been substantial compliance with such requirements then the notice of arbitration is deemed to be complete. SIAC will notify the parties of the commencement of the arbitration.

### 6. **What is the time period within which the Respondent is required to respond to the notice of arbitration?**

The Respondent is required to file a response with the Registrar within 14 days of receipt of the notice of arbitration.

### 7. **What should be included by the Respondent in the response to the notice of arbitration?**

A response to the notice of arbitration should include the following:

- a) a confirmation or denial of all or part of the claims raised in the notice of arbitration, including a challenge regarding the jurisdiction of the proposed arbitral tribunal (**Tribunal**).
- b) a brief statement specifying the nature and circumstances of any counterclaims against the Claimant, the relief claimed and, where possible, an initial quantification of the counterclaim amount, as the Respondent will have a further opportunity to describe its counterclaims in detail when filing its statement of counterclaim;
- c) any comment in response to any statements contained in the notice of arbitration or any comment with respect to the matters covered in the SIAC Rules;

- d) unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter-proposal; and
- e) payment of the requisite filing fee under the SIAC Rules for any counterclaim.

The response may also include the statement of defence and a statement of counterclaim. A copy of the response filed with the Registrar is also required to be sent to the Claimant and is required to notify the Registrar that it has done so, specifying the mode of service employed and the date of service.



**8. Is a Respondent required to pay a filing fee for a counterclaim?**

Yes. A Respondent who wishes to bring a counterclaim in pending arbitration proceedings must pay a counterclaim filing fee which is the same as the case filing fee. The counterclaim filing fee is non-refundable and is applicable to all arbitrations administered by the SIAC.

**9. How is a notice to be issued under the SIAC Rules?**

As per the SIAC Rules, any notice, communication or proposal is required to be in writing and may be delivered by hand, registered post or courier service or any other appropriate means that provides a record of its delivery; or transmitted by any form of electronic communication (including electronic mail and facsimile).



#### 10. **What is SIAC expedited procedure?**

The expedited procedure is a special, 'fast-track' procedure that is available by an application in SIAC arbitrations. The SIAC expedited procedure is only available if it is requested by a party on filing an application to the Registrar prior to constitution of the Tribunal.

Such an application can be made if the following criteria is satisfied:

- a) the amount in dispute does not exceed the equivalent amount of SGD 6,000,000, representing the aggregate of the claim, counterclaim and any defence of set-off;
- b) the parties agree to the expedited procedure; or
- c) in cases of exceptional urgency.

A case conducted under the SIAC expedited procedure will typically be heard before a sole arbitrator Tribunal unless the President of the Court of Arbitration of SIAC (**SIAC President**) decides otherwise. Where a case is conducted under the SIAC expedited procedure, the final award will be issued within 6 months of the constitution of the Tribunal, unless the Registrar extends the time for making the final award.

#### 11. **Who decides if the case should proceed under the expedited procedure?**

Where a party files an application to the Registrar for arbitration proceedings to be conducted in accordance with the expedited procedure, the SIAC President will determine whether the arbitration proceedings should be proceeded under the expedited procedure after considering the circumstances of the case.

#### 12. **What happens if the circumstances of the case change and it is no longer possible or practical to proceed under the expedited procedure?**

On receipt of an application made by a party, the Tribunal, after giving the parties the opportunity to be heard, may in consultation with the Registrar, exercise its discretion to decide whether the proceedings should continue on an expedited basis. If the application is allowed,



the arbitration will be conducted by the same Tribunal constituted for the purpose of expedited procedure.



13. **How would arbitration(s) under SIAC Rules commence if there are disputes arising out of or in connection with more than one contract, and the preference is for the claims to be heard in one arbitration proceeding?**

There are two options open to the Claimant in such a situation. The Claimant may either:

- a) file one notice of arbitration in respect of each arbitration agreement invoked, and concurrently submit an application to consolidate the arbitrations: or
- b) file a single notice of arbitration in respect of all arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the requirements for consolidation are satisfied.

With respect to the first instance mentioned above, the Registrar will accept a single filing fee for consolidated arbitrations, subject to the decision on the application for consolidation.

14. **Who decides an application for consolidation?**

Prior to the constitution of any Tribunal, an application for consolidation of two or more arbitrations pending under the SIAC Rules into a single arbitration, is to be filed with the Registrar. The Court of Arbitration of SIAC (**SIAC Court**) after considering the views of all parties and the circumstances of the case will decide whether to allow, in whole or in part, the application for consolidation.

If a party seeks to consolidate two or more arbitrations pending under the SIAC Rules into a single arbitration after the constitution of any Tribunal in the arbitrations sought to be consolidated, the application for consolidation is made to the Tribunal. The Tribunal shall, after giving all parties the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for consolidation.

**15. What are the criteria required to be satisfied in respect of the arbitration sought to be consolidated?**

Prior to the constitution of any Tribunal in the arbitrations sought to be consolidated, the following criteria is required to be satisfied in respect of the arbitrations to be consolidated:

- a) all parties should have agreed to the consolidation;
- b) all the claims in the arbitrations are made under the same arbitration agreement; or
- c) the arbitration agreements are compatible, and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

After the constitution of any Tribunal in the arbitrations sought to be consolidated the following criteria is required to be satisfied in respect of the arbitrations to be consolidated:

- a) all parties should have agreed to the consolidation;
- b) all the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
- c) the arbitration agreements are compatible, the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s), and: (i) the disputes arise out of the same legal relationship(s); (ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or (iii) the disputes arise out of the same transaction or series of transactions.

**16. How are arbitrators appointed under the SIAC Rules?**

Parties may agree to have their disputes resolved by a SIAC Tribunal comprising of one or three arbitrators. It can also be agreed by the parties on who should appoint the arbitrator. If any arbitrator is to be appointed by one or more of the parties, or by any third person including by the arbitrators already appointed, that agreement shall be deemed as an agreement to nominate an arbitrator under the SIAC Rules.

In the absence of an agreement between the parties, a sole arbitrator will be appointed in an arbitration under the SIAC Rules unless it appears to the Registrar, that the complexity, the quantum involved or other relevant circumstances of the dispute, warrants the appointment of three arbitrators.

However, such appointment of the arbitrators nominated by the parties, or by any third person including by the arbitrators already appointed, shall be subject to the discretion of the SIAC President.

**17. How is a sole arbitrator appointed under the SIAC Rules where there are two parties to the arbitration?**

In case of sole arbitrator, either party may propose to the other party the names of one or more persons to serve as the sole arbitrator. Once the parties reach an agreement on the nomination of a sole arbitrator, such nomination will be subject to appointment by the SIAC President at his discretion.

If within 21 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party requests to appoint a sole arbitrator, the SIAC President shall appoint the sole arbitrator.



**18. How is a sole arbitrator appointed under the SIAC Rules when there are more than two parties to the arbitration?**

When there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, the parties may agree to jointly nominate the sole arbitrator. If the parties are unable to jointly nominate the sole arbitrator within 28 days of the date of commencement of the arbitration or within the period agreed by the parties or set by the Registrar, the SIAC President shall appoint the sole arbitrator.

**19. How is a panel of three arbitrators appointed under the SIAC Rules?**

If three arbitrators are to be appointed, each party is required to nominate one arbitrator and unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Registrar, the SIAC President shall appoint the third arbitrator, who shall be the presiding arbitrator.

Further, if a party fails to make a nomination of an arbitrator within 14 days after receipt of a party's nomination of an arbitrator, or within the period otherwise agreed by the parties or set by the Registrar, the SIAC President shall proceed to appoint an arbitrator on its behalf.

**20. How is a panel of three arbitrators appointed under the SIAC Rules when there are more than two parties to the arbitration?**

Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, one arbitrator is to be jointly nominated by the Claimant(s) and the second arbitrator is to be jointly nominated by the Respondent(s). The third arbitrator who shall be the presiding arbitrator, will be appointed by the SIAC President, unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Registrar.

However, if the parties fail to make such joint nominations within 28 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the SIAC President shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.



## 21. **Can the appointment of an arbitrator(s) be challenged?**

Yes, a party can challenge the appointment of any arbitrator for reasons of which it becomes aware only once the arbitrator has been appointed and on the following grounds:

- a) There exist justifiable doubts as to the arbitrator's independence or impartiality; or
- b) The arbitrator lacks requisite qualifications as agreed by the parties

Any challenge to the arbitrator must be filed within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or after the circumstances specified in the SIAC Rules became known or should have reasonably been known to that party.

The Registrar may suspend the arbitration during the course of a challenge until resolved.





## 22. How does the Tribunal conduct arbitration under the SIAC Rules?

The Tribunal may conduct the arbitration in such manner as it considers appropriate, after consulting with the parties, to ensure the fair, expeditious, economical and final resolution of the dispute. The key steps of an arbitration proceeding under the SIAC Rules is as follows:

- a) After the constitution of the Tribunal, as soon as practicable the Tribunal shall conduct a preliminary meeting with the parties either in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the case.
- b) The Claimant shall, within a period of time determined by the Tribunal, send to the Respondent and the Tribunal a statement of claim, if not submitted with the notice of arbitration, setting out in full detail:
  - i) a statement of facts supporting the claim;
  - ii) the legal grounds or arguments supporting the claim; and
  - iii) the relief claimed together with the amount of all quantifiable claims.
- c) The Respondent shall within a period of time to be determined by the Tribunal, send to the Claimant and the Tribunal a statement of defence, if not submitted with the notice of arbitration, setting out in full detail:
  - i) a statement of facts supporting the claim;
  - ii) the legal grounds or arguments supporting the claim; and
  - iii) the relief claimed.
- d) If a statement of counterclaim is made, the Claimant shall, within time period as determined by the Tribunal, send to the Respondent and the Tribunal a statement of defence to counterclaim setting out in full detail:
  - i) a statement of facts supporting its defence to the statement of counterclaim;
  - ii) the legal grounds or arguments supporting such defence; and
  - iii) the relief claimed.

- e) Unless the parties have agreed on a documents-only arbitration or as otherwise provided in SIAC Rules, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction.
- f) Before any hearing, the Tribunal may require the parties to give notice of the identity of witnesses, including expert witnesses, whom the parties intend to produce, the subject matter of their testimony and its relevance to the issues.
- g) Unless otherwise agreed by the parties, the Tribunal may:
  - i) following consultation with the parties, appoint an expert to report on specific issues; and
  - ii) require a party to give any appointed expert any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.



**23. Can a party make an application for early dismissal of claims and defences?**

Yes. A party can make an application to the Tribunal for the early dismissal of a claim or defence. Such application can be made on the ground that:

- a) a claim or defence is clearly without legal merit; or
- b) a claim or defence is clearly outside the jurisdiction of the Tribunal.

If the application is allowed, the Tribunal is required to make an order or award on such application. Such order or award must contain reasons in a summary form and is to be made within 60 days of the date of filing of the application, unless, in exceptional circumstances, the Registrar extends the time with reasons.



**24. Can the Tribunal grant interim relief?**

Yes. At the request of a party, the Tribunal may issue an order or an award granting an injunction or any other interim relief, provided appropriate security is given by the parties in connection with the relief sought.

**25. Can SIAC administer arbitrations where the seat of arbitration is not Singapore?**

Yes. SIAC can administer arbitrations where the seat of arbitration is not Singapore.

**26. Is there a default seat of arbitration under the SIAC Rules?**

No. Under the SIAC Rules, parties may agree on the seat of arbitration; failing such agreement, the Tribunal shall determine the seat of arbitration.

Singapore is the default seat of arbitration for emergency arbitration proceedings unless the parties have agreed otherwise.

**27. What is the language of arbitration under the SIAC Rules?**

The Tribunal will determine the language to be used in the arbitration under the SIAC Rules, unless parties agree otherwise.

However, if a party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or Registrar in case the Tribunal has not been constituted, may order that party to submit a translated form of the document.

**28. What will be the applicable law for an arbitration under the SIAC Rules?**

The law or rules of law designated by the parties as applicable to the substance of the dispute will be applied by the Tribunal to the arbitration. However, if no such law or rules is designated by the parties and the parties have expressly authorised the Tribunal to do, the Tribunal shall apply the law or rules of law which it determines to be appropriate.



**29. Can the Tribunal correct an award, interpret an award or make an additional award under the SIAC Rules?**

A party may, by a written notice (within 30 days of receipt of an award) to the Registrar and the other party, request the Tribunal to do either of the following:

- a) correct any computation error, clerical or typographical error or any error of a similar nature in the award;
- b) make an additional award as to claims presented in the arbitration but not dealt with in the award;
- c) request that the Tribunal give an interpretation of the award.

If the Tribunal considers the request to be justified it will make the correction in the award within 30 days of receipt of the request; the additional award within 45 days of receipt of the request; and the interpretation in writing within 45 days after receipt of the request.



**30. How is the Tribunal's fees and SIAC's fees ascertained?**

The Tribunal's fees and SIAC's fees will be ascertained in accordance with the SIAC Schedule of Fees that is in force at the time of commencement of the arbitration. However, the parties have the right to agree to alternative method prior to constitution of Tribunal.

The Registrar shall fix the amount of deposits payable towards the costs of the arbitration and 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent, unless the Registrar directs otherwise. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.





**31. What happens when the amount of claim or the counterclaim is not quantifiable at the time payment is due?**

In circumstances where the claim amount or the counterclaim is not quantifiable at the time payment is due, the Registrar may fix a provisional estimate of the SIAC costs of arbitration based on the nature of the controversy and the circumstances of the case. The provisional estimate may then be adjusted at a later date in accordance with any relevant developments.

**32. Who is liable for the cost of arbitration?**

The parties are jointly and severally liable for the SIAC costs of the arbitration. However, a party may be required to pay the entire SIAC costs of the arbitration alone if-

- a) the Tribunal orders to do so; or
- b) if the other party fails to pay its allocated share of the expected SIAC costs of the arbitration and full payment is necessary to maintain the arbitration.

In case of situation (b), the non-defaulting party may request the Tribunal to issue an order or award requiring the defaulting party to reimburse it for paying its share of the deposits on the costs of arbitration.

**33. What happens if a party does not pay its share of the deposit on costs or fails to pay the other party's share after the other party has itself defaulted on its payments?**

If a party fails to pay the deposits directed by the Registrar either wholly or in part:

- a) the Tribunal is empowered to suspend its work and the Registrar may suspend SIAC's administration of the arbitration, in whole or in part; and
- b) the Registrar may, after consultation with the Tribunal (if constituted), set a time limit for payment of the unpaid deposit and on the expiry of the time limit the relevant claims or counterclaims shall be considered as withdrawn without prejudice. The affected party may then reinitiate fresh proceedings for the same claims or counterclaims at a later date.

**34. Will the award specify the total amount of costs of the arbitration?**

The Tribunal is required to specify in the award the total amount of the costs of the arbitration and apportion the costs among the parties unless otherwise agreed by the parties.

**35. What does the term ‘costs of the arbitration’ include?**

The term ‘costs of the arbitration’ includes:

- a) the Tribunal’s and the emergency arbitrator’s fees and expenses, where applicable;
- b) SIAC’s administration fees and expenses; and
- c) the costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.

**36. Are matters relating to the proceedings and the award to be kept as confidential?**

The parties to the arbitration, the arbitrator(s), including an emergency arbitrator, if applicable, any person appointed by the Tribunal, including any administrative secretary and any expert, are required to treat, all matters relating to the proceedings including i) the existence of the proceedings, ii) the pleadings, iii) evidence and other materials in the arbitral proceedings, iv) all other documents produced by another party in the proceedings, v) the award and the discussions and deliberations of the Tribunal arising from the proceedings as confidential. This however excludes any matter that is in the public domain or agreed by the parties to not be confidential.

In case of breach of this rule, the Tribunal can issue order or award for costs.



**37. How and for what purpose can disclosures be made to third parties with respect to SIAC arbitration proceedings?**

A party or any arbitrator, including any emergency arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert may disclose to a third party with the prior written consent of the parties, if the same is required for the following purpose:

- a) Making an application to any competent court of any State to enforce or challenge the award;
- b) pursuant to the order of or a subpoena issued by a court of competent jurisdiction;
- c) for pursuing or enforcing a legal right or claim;
- d) in compliance with the provisions of the laws of any State which are binding on the party making the disclosure or the request or requirement of any regulatory body or other authority;
- e) pursuant to an order by the Tribunal on application by a party with proper notice to the other parties; or;
- f) for the purpose of any application for joinder of parties or consolidation under the SIAC Rules.

**38. What is the SIAC Emergency Arbitrator Procedure?**

The 'Emergency Arbitrator Procedure' is a special procedure whereby an 'emergency arbitrator' is appointed to hear applications for urgent interim relief prior to the constitution of the Tribunal.

**39. How does the party apply for an Emergency Arbitrator Procedure?**

In case a party requires an emergency relief, such party may at the time of or after filing the notice of arbitration but prior to the constitution of the Tribunal, make an application for the appointment of an emergency arbitrator. The party shall notify the Registrar and all other parties in writing of the nature of the relief sought and the reasons why such relief is required on an emergency basis and why the party is entitled to such relief. Such notice must include a statement certifying that all other parties have been notified or an explanation of the steps taken in good faith to notify other parties.

The SIAC President shall, if he determines that SIAC should accept the application for emergency interim relief, seek to appoint an emergency arbitrator within one day of receipt by the Registrar of such application and payment of the administration fee and deposits.

40. **What are the fees of an emergency arbitrator?**

Based on SIAC's Schedule of Fees, applications for the appointment of an emergency arbitrator must be accompanied by payment of a non-refundable fee of SGD 5,350 (inclusive of 7% GST) for Singapore parties, or SGD 5,000 for overseas parties. The deposits towards the emergency arbitrator's fees and expenses are fixed at SGD 30,000 unless the Registrar determines otherwise. The emergency arbitrator's fees are fixed at SGD 25,000 unless the Registrar determines otherwise. To avoid delay, it is recommended that a party applying for the appointment of an emergency arbitrator include payment for both the application fee and the deposits in its application.

41. **Does SIAC scrutinize the Tribunal's award?**

Yes, under the SIAC Rules prior to making any award, the Tribunal is required to submit the award in a draft form to the Registrar within 45 days from date of close of proceedings. The Registrar may suggest modifications to the form of the award and, without affecting the Tribunal's liberty of decision, may also draw the Tribunal's attention to points of substance. The form of the award is first required to be approved by the Registrar.

***Disclaimer: The information contained in this document is not legal advice or legal opinion. The contents recorded in the said document are for informational purposes only and should not be used for commercial purposes. Acuity Law LLP disclaims all liability to any person for any loss or damages caused by errors or omissions, whether arising from negligence, accident, or any other cause.***