

The Singapore International Commercial Arbitration Centre

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International Arbitration

- Most international arbitrations arise out of contract.
- Some arise out of treaties.
- A few arise out of offers to arbitrate made in a State's legislation.
- Arbitration is chosen in order to avoid the “home field advantage” of litigating in the courts of one of the parties.
- Traditionally thought to be more expeditious and cost effective than litigation.

Enforceability of awards

- The 1958 *New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards* made international commercial arbitral awards relatively easy to enforce by standardizing the requirements for recognition and enforcement and the grounds for challenging awards

Emergence of the Model Law

- The *UNCITRAL Model Law on International Commercial Arbitration* has also added a measure of standardization.
- The Model Law's grounds for the review of arbitral awards (Article 34) are similar to Article V of the New York Convention.
- National practice varies since States are not obliged to enact the whole of the Model Law.

What rules and where to site?

- Contracting parties have the freedom to choose the applicable arbitration rules and the seat of the arbitration.
- For enforcement reasons, they will want to site it in a New York Convention jurisdiction.
- In terms of selecting the seat, they will also consider the local arbitration legislation and the courts' approach to exercising its supervisory jurisdiction.
- Other factors can bear on the choice.

Investment treaties

- Many older treaties did not contain a choice of arbitral *fora*, instead specifying only ICSID arbitration.
- More recent treaties provide a choice of arbitral rules.
- Some permit the tribunal to choose the rules.
- Non-ICSID tribunals have to designate a place of arbitration. Thus, the Singaporean courts might be selected (as in the case of *Sanum Investment Holdings v. Laos*).

Competition for International Arbitrations

- The traditional centres for arbitration are in Europe and the US (London, Stockholm, Paris, Geneva, New York, etc.).
- Starting in the 1980s, more cities began to vie for the siting of arbitrations.
- In Asia, centres have been established in Hong Kong, Seoul, Tokyo, Kuala Lumpur, and Singapore.

SIAC

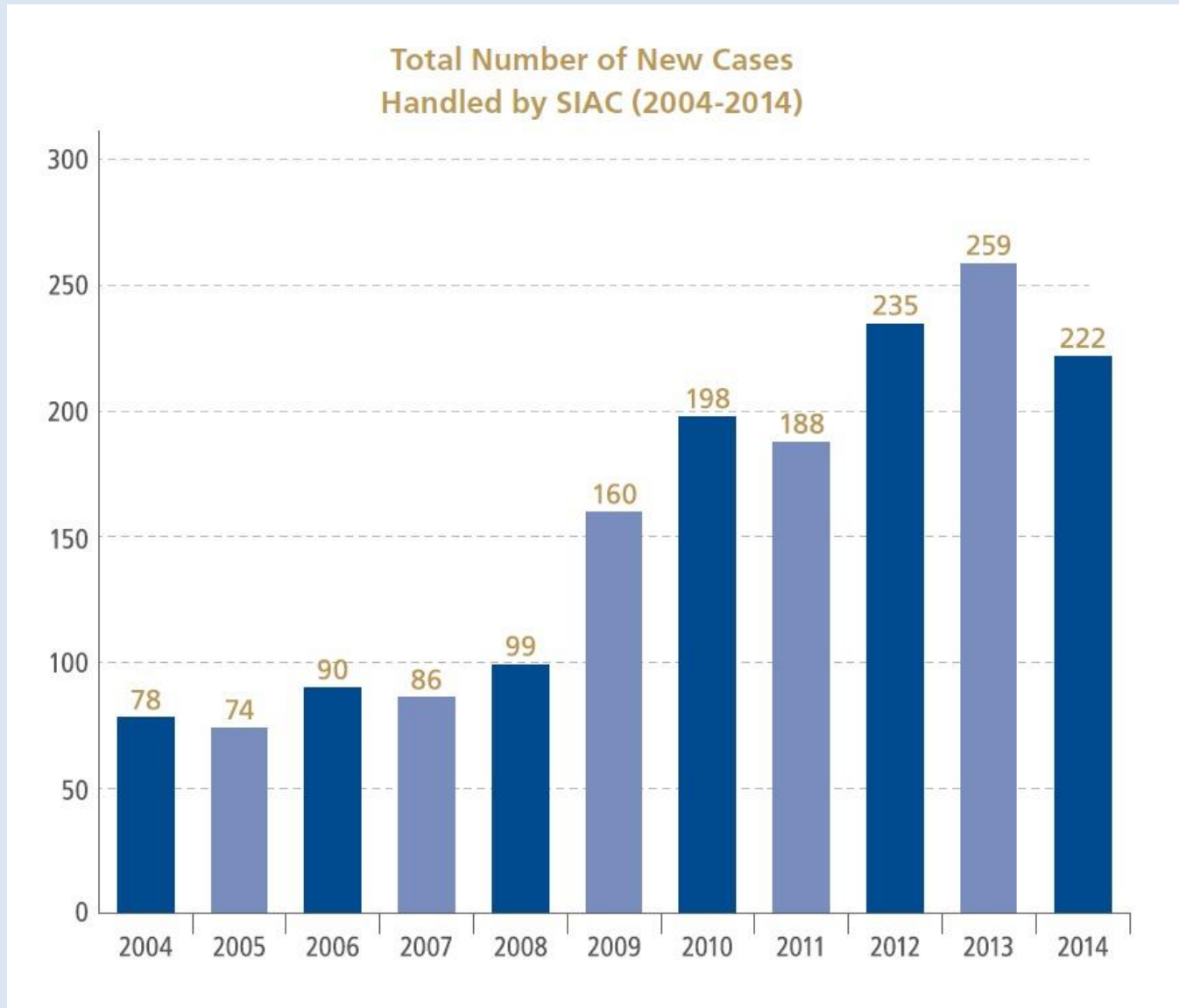
- An administrative authority established in July 1991, committed to “complete neutrality and independence in its role as an international arbitration institution.”
- The Board, the Panel of Arbitrators and the Court of Arbitration comprise leading practitioners from Singapore and around the world.
- Currently applying its 5th set of arbitral rules.
- SIAC is a ‘quick adopter’ of arbitral innovations.

Example: SIAC-SIMC Arb-Med-Arb Model Clause

All disputes, controversies or differences (“Dispute”) arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) for the time being in force.

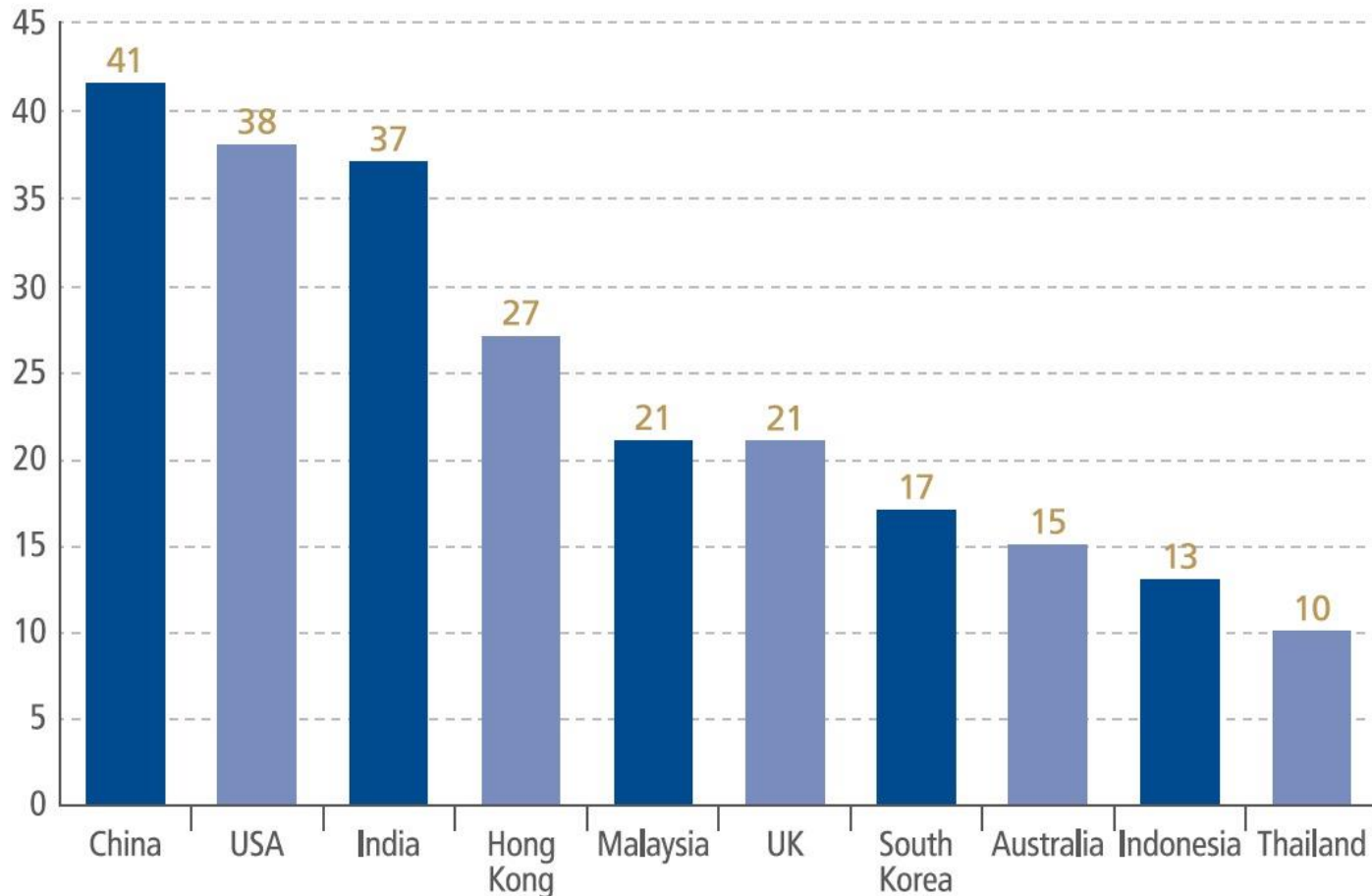
The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Singapore International Mediation Centre (“SIMC”), in accordance with the SIAC-SIMC Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by SIAC and may be made a consent award on agreed terms.

Total Number of New Cases



Top Ten Nationalities

Top Ten Nationalities (excluding Singapore) by
Number of New Cases Filed at SIAC in 2014



Factors contributing to success

- Legal culture
- Education
- Supportive judiciary
- Adaptability
- Physical infrastructure
- Marketing
- Agency