

Singapore

Singapore High Court holds that foreign emergency arbitral awards are enforceable in Singapore

Singapore's International Arbitration Act 1994 ("IAA") distinguishes between local awards (made pursuant to Singapore seated arbitrations, enforcement of which is governed by Part 2 of the IAA) and foreign awards (made pursuant to arbitrations seated in a territory of a New York Convention country other than Singapore - Part 3 of the IAA). Before 2012, the definition of "arbitral tribunal" in Part 2 of the IAA did not expressly refer to emergency arbitrators. In 2012, this was amended to include emergency arbitrators.

At the same time, apart from the definition of "arbitral award" in section 27(1) of the IAA being amended in 2012 to "[include] an order or a direction made or given by an arbitral tribunal in the course of an arbitration...", there was no indication that Part 3 applied to foreign arbitral awards. There was therefore room to doubt whether the Singapore Parliament intended foreign awards by emergency arbitrators to be enforceable pursuant to Part 3 of the IAA.

The case of *CVG v CVH* [2022] SGHC 249 has quelled these doubts. The party seeking to set the award aside argued that the emergency arbitrator's award (which was a foreign award) was not enforceable. The argument was based on the fact that Parliament did not amend Part 3 of the IAA to expressly refer to emergency arbitrators.

Justice Chua Lee Ming ("Chua J"), however, rejected this argument, highlighting that, in a press release dated 8 March 2012 ("Press Release"), the Ministry of law stated that the 2012 amendments "ensure" that orders made by emergency arbitrators "whether appointed under the SIAC rules or the rules of any other arbitral institution, in both foreign and local arbitrations" are enforceable under the IAA regime and unequivocally expressed its policy intention "to accord emergency arbitrators the same standing as any other arbitral tribunal and to ensure that orders made by such emergency arbitrators are equally enforceable".

Although Chua J ultimately decided to set aside the award on the ground that the making of the award had violated the rules of natural justice (notably, the opportunity for a party to present its case), the decision is nonetheless noteworthy in that it held that foreign awards by emergency arbitrators are recognisable and enforceable pursuant to section 29 of the IAA, so long as the award is a "binding" one.

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