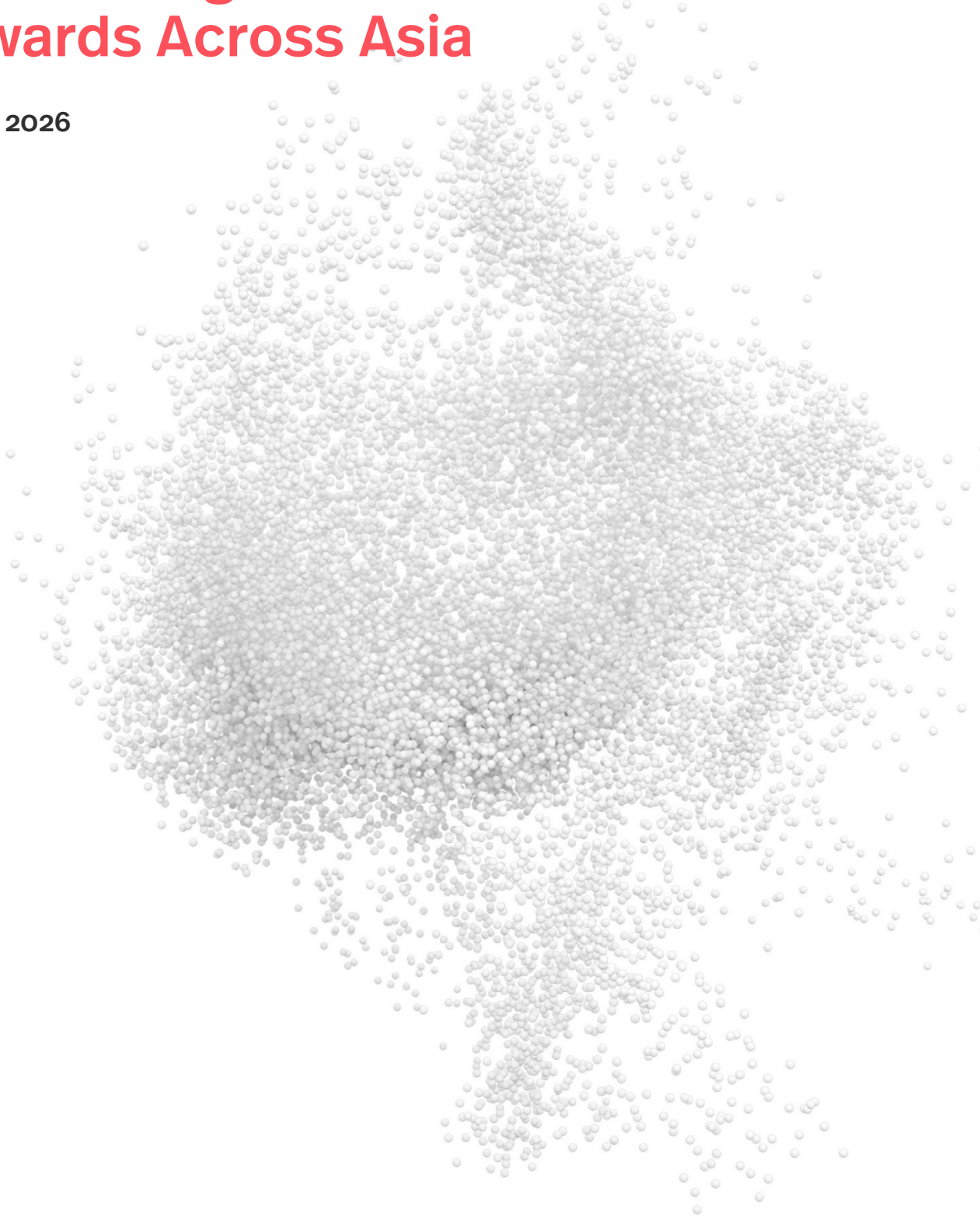


Enforcing English and Singaporean Civil/Commercial Court Judgments and Arbitral Awards Across Asia

MAY 2026



In today's interconnected business environment, the ability to enforce court judgments and arbitral awards across borders is critical for safeguarding commercial interests. English and Singaporean judgments and arbitral awards are often relied upon due to the reputation of these jurisdictions for impartiality, robust legal frameworks, and adherence to the rule of law. However, enforcement across Asia can present unique challenges, as each jurisdiction has its own legal requirements, procedural nuances, and treaty obligations. Understanding these complexities is essential for businesses to ensure that their rights are upheld and that they can recover assets or secure compliance with contractual obligations in a timely and cost-effective manner.

For clients and business owners operating in Asia, navigating the enforcement landscape is not just a legal issue but a strategic one. The region's diverse legal systems, varying levels of treaty adoption (such as the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards), and differing approaches to reciprocity mean that a tailored strategy is often required.

Since 2001, Simmons has established a joint venture with leading international law firm TMI Associates. This market-leading alliance enables us to offer seamless, full-service legal support covering international law.

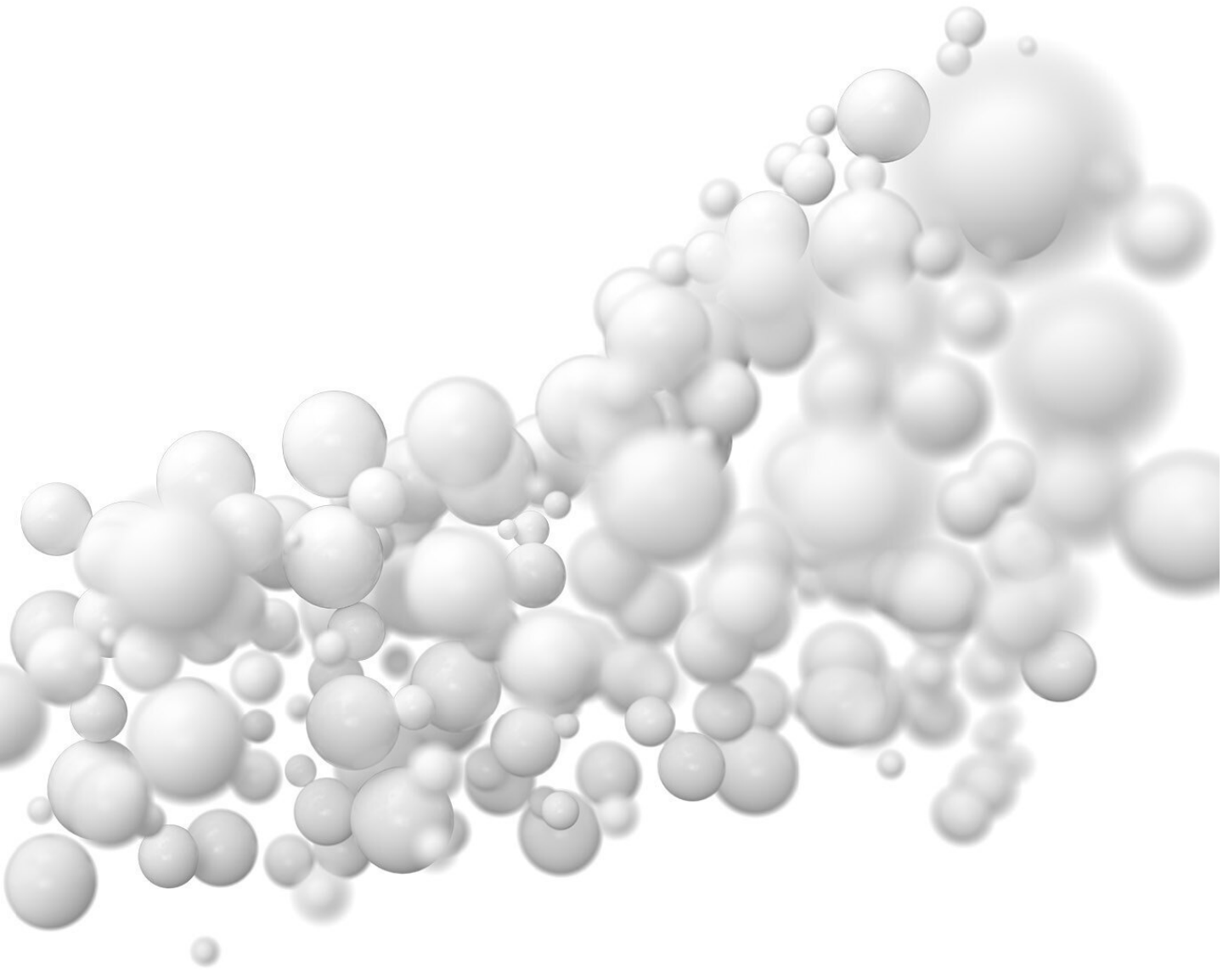
Simmons & Simmons works closely with its alliance firm, Shanghai YaoWang Law Offices, to provide full-service legal support in China

Simmons & Simmons', TMI Associates', and YaoWang's deep expertise in cross-border enforcement and broad geographic spread throughout all key jurisdictions in Asia ensures that clients are equipped with practical, jurisdiction-specific advice to overcome potential hurdles. By addressing these challenges proactively, businesses can mitigate risks, protect their investments, and maintain confidence in their ability to resolve disputes effectively across Asia.

The articles in this brochure provide a brief overview of the enforcement landscape in major jurisdictions in Asia. For more information and specific legal advice, please do not hesitate to contact the Simmons & Simmons, TMI Associates and YaoWang teams whose information is set out at the end of this brochure.



Introduction



Introduction to Simmons & Simmons

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Simmons & Simmons is distinguished by its extensive global presence, with over 1,370 specialised legal staff stationed across Europe, the Middle East, and Asia, complemented by a representative office in the US. As experts in complex, cross-border legal matters, we are poised to deliver unparalleled strategic insights and solutions, acting as indispensable advisers and legal partners for leading organisations worldwide. Our deep understanding of regulatory and enforcement landscapes, coupled with bespoke legal strategies, ensures robust support for the increasingly complex challenges facing clients in navigating contentious and enforcement matters across multiple jurisdictions.

Legal technical excellence is no longer a differentiator. Clients need - and deserve - more from their law firms. We drive positive outcomes, efficiencies and first-class service delivery through:



More broadly, we believe that combination of the following aspects differentiate us from our competitors:

“One team” with many experts – with multi-disciplinary specialists across 23 locations in Asia, Europe and the Middle East, our team delivers rapid, yet effective handling of complex work, seamlessly.

Value, transparency and commercial awareness - providing value for money and transparency in fee arrangements is our over-arching policy; all bills allow clarity, accuracy and oversight of our fees.

The right resourcing – we are partner-led, when suited to the matter at hand, but we think innovatively and run tight teams who take responsibility for their role within Simmons & Simmons and the client team to ensure the best client experience.

Approaching every matter as your business partner – achieving an understanding of time pressures, business sensitivities and reputational risks ensures our legal advice is firmly rooted in the practicalities of your commercial context.

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Committed to knowledge sharing and training

Competitive fee arrangements

Long-term relationship building & periodic reviews

Innovative and effective use of technology

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TMI Associates is a leading Japanese law firm distinguished by its ability to deliver coordinated, one-stop legal support across multiple jurisdictions. Through close cooperation among its offices in Japan, ASEAN, and other key markets, including the US, UK and EU, TMI supports clients on complex cross-border matters with consistency and precision. With more than 700 legal professionals, including around 670 attorneys and approximately 100 patent attorneys, TMI operates through an integrated legal and technical platform that brings together legal and intellectual property capabilities within a single system. This structure enables efficient handling of matters spanning jurisdictions, industries, and regulatory environments.



Providing legal services that meet the operational standards and expectations of Japanese and multinational companies



Experienced attorneys providing high-quality and cost-effective services

How TMI operates

TMI's operating model is designed to support complex, cross-border matters through structured coordination, regional execution and a Japan-based organisational framework.

Integrated legal and technical expertise – Legal and intellectual property capabilities are delivered through a single, integrated platform, allowing multidisciplinary teams to work cohesively and efficiently.

One-stop cross-border execution – TMI delivers one-stop legal support through coordinated execution across its offices in Japan, ASEAN, and other key jurisdictions. Continuous cooperation and information sharing enable prompt, high-quality handling of cross-jurisdictional matters.

Trusted cross-border coordination – Multi-jurisdictional matters are managed through a structured coordination framework linking TMI's offices and established overseas networks, enabling consistent standards and effective execution across jurisdictions.

Global-standard execution in local markets – Across all matters, TMI applies globally consistent standards of quality and execution, supported by its Japan-based coordination framework and deep local market understanding.

Competitive and transparent fee structures – Efficient resourcing and structured project management support cost-effective delivery, with fee arrangements that are clear, transparent and commercially aligned.

Long-term client partnership – TMI supports clients as a long-term business partner, providing sustained legal support built on continuity, trust and a deep understanding of clients' operations across jurisdictions.



One of the largest law firms in Japan

Introduction to YaoWang Law Offices

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We are proud to have a strategic alliance that stands out among our international competitors in China.

YaoWang is registered as a full-service local firm in China on all manner of contentious and non-contentious PRC law work. It provide full services to our clients, resulting in a seamless experience.

Via our established network with international institutions, organisations and law firms, we offer a comprehensive framework for collaboration, client referrals, marketing and fee earning services particularly for cross-jurisdictional matters.

Expertise

- Banking and finance
- Corporate and commercial
- Data privacy and protection
- Dispute resolution
- Employment law
- Financial services law and regulation
- Fintech
- Fund structuring, formation and registration
- Fund management company establishment
- Insolvency and restructuring
- Intellectual property rights
- Investigations
- Private equity and venture capital

We recognise the challenges presented by the macro landscape and tensions between different policies on China. With the seamless alliance between Simmons & Simmons and YaoWang, we are adapting at interfacing with various government agencies to deal with complex and novel cross-border structures and aligning views from different jurisdictions.

Far reaching experience

YaoWang offers an integrated service to domestic and international clients with a focus towards technology, media & telecommunication, life science, and asset management & investment fund sectors. Through our connection to the vast international network, we have opportunities to attract new investments and to deal with various demands in the Chinese market as well as to more effectively serve the international legal needs of clients based in the greater China region.



“Firms to watch”

China Business Law Awards 2025

Deep Chinese roots

Comprising of leading Chinese legal talent, we have a deep and astute understanding of the Chinese legal services industry and its legal and regulatory landscape.

We offer a full range of legal services to our clients across all stages of their growth, development compliance and transactional needs.

The diverse team allows for a deep understanding of international commercial practices, working closely with multinational companies and overseas lawyers as well as Chinese companies. This includes advising on general corporate, regulatory compliance, intellectual property, fund management, employment and foreign direct investment in China.

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Cambodia



A. Introduction

1. It is presently unclear whether the enforcement of Singaporean and UK judgments in Cambodia is guaranteed, due to the lack of any bilateral or multilateral treaties between the countries, and the lack of clarity on the interpretation of a “guarantee of reciprocity”, which is required under the Code of Civil Procedure of Cambodia for the Cambodian courts to recognise and enforce a foreign judgment.
2. The judicial publication in Cambodia is minimal and only publicly available for simple matters; no foreign judgment enforcement-related decision has been published yet. Therefore, it has been suggested by academics that there should in theory be no bar to the recognition and enforcement of foreign judgments in Cambodia.
3. As regards arbitral awards made in Singapore or UK, these may be recognised and enforced in Cambodia through the 1958 United Nations Convention on Recognition and Enforcement of Foreign Arbitral Awards (the “**New York Convention**”) as Singapore, UK and Cambodia are the contracting states of the said convention. In addition, Cambodia enacted the Commercial Arbitration Law in 2006 as a special law to govern commercial arbitration-related matters (the “**Commercial Arbitration Law**”); meanwhile, certain general aspects are also related and governed under the Code of Civil Procedure of Cambodia.

B. Applicable International Conventions and Reciprocal Treaties

4. Cambodia is not a party to any international conventions addressing the recognition and enforcement of foreign judgments, such as the Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters and the Hague Convention on Choice of Court Agreements.
5. Further, there are also no bilateral treaties between Cambodia and either Singapore or UK that deal with the recognition of foreign judgments. The principles regarding the enforcement of foreign judgments in Cambodia therefore depend on Cambodian domestic law.
6. In relation to foreign arbitral awards of Cambodia, the New York Convention would apply if Cambodia is the country where recognition and enforcement are sought. Thus, arbitral awards made by any fellow member states, such as Singapore and UK, can be recognised and enforced in Cambodia under the New York Convention.

C. Process of Recognition and Enforcement

Foreign judgments

7. A party seeking to enforce the Singapore or UK court judgment must file a motion seeking an execution judgment to the Cambodian Court of First Instance which has (i) jurisdiction over the location of the enforcing party or (ii) jurisdiction over the place in which the property subject to the claim, or property that can be attached, is located.¹ Notably, there is no prescribed time limit for filing the motion seeking to execute the foreign judgment in the Code of Civil Procedure of Cambodia.

1. Articles 352(1) and 352(2) of the Code of Civil Procedure of Cambodia - English translation of the Code of Civil Procedure of Cambodia accessible online at: JICA
<https://www.jica.go.jp/Resource/project/english/cambodia/0701047/materials/c8hovm00000zsb2-att/01_01e.pdf>

8. The Cambodian Court of First Instance will then evaluate whether the foreign judgment satisfies the requirements set forth in Article 199 of the Code of Civil Procedure of Cambodia. If the foreign judgment is not proven to have become final and binding or does not fulfil each of the requirements set forth in Article 199 of the Code of Civil Procedure of Cambodia, the Cambodian Court of First Instance will dismiss the motion.² In contrast, if the Cambodian Court of First Instance does not dismiss the motion, it will render an execution judgment declaring the compulsory execution of the foreign judgment as permitted.³
9. If any party is not satisfied with the Cambodian Court of First Instance's decision, an appeal may be filed, called an "*Uttor appeal*"; subject to review by the Cambodian Court of Appeal.⁴ Such an appeal must be filed within 1 month from the day on which service of the written judgment was received or the day of notification for a ruling denying or dismissing a motion to set aside a default judgment (if the case relates to a default judgment).⁵

Foreign arbitral awards

10. A party wishing to have a foreign arbitral award made in Singapore or UK be recognised and enforced in Cambodia, is required to file a motion to the Cambodian Court of Appeal for an "execution ruling" to recognise and enforce such award.⁶ Notably, there is no prescribed time limit for filing the motion seeking the execution ruling of foreign arbitral award, either in the Code of Civil Procedure of Cambodia or the Commercial Arbitration Law of the Kingdom of Cambodia.⁷
11. The Cambodian Court of Appeal will then assess whether the foreign arbitral award falls into any of the grounds for refusal of execution under Article 353(3) or Article 353(4) of the Code of Civil Procedure of Cambodia. If the award falls into any of the said grounds, the Cambodian Court of Appeal may refuse to execute it. However, if the Cambodian Court of Appeal does not refuse to execute the award, the Cambodian Court of Appeal will render an execution ruling declaring the compulsory execution of the foreign arbitral award as permitted.⁸
12. If any party is not satisfied with the Cambodian court's decision, such party may file an appeal against a ruling on a motion for an execution ruling, called a "*Chomtoah appeal*"; subject to review by the Cambodian Supreme Court.⁹ Such an appeal must be filed within 15 days.¹⁰
13. Separately, a party who wishes to apply to set aside a foreign arbitral award should file an application for setting aside to the Cambodian Court of Appeal within 30 days from the date on which the party making that application had received the award, or within 30 days from the date on which a request for correction or interpretation of the award is disposed of by the arbitral tribunal.¹¹

2. Article 352(3) of the Code of Civil Procedure of Cambodia

3. Article 352(5) of the Code of Civil Procedure of Cambodia

4. Articles 260(1) and 262 of the Code of Civil Procedure of Cambodia

5. Article 264(1) of the Code of Civil Procedure of Cambodia

6. Articles 353(1) and 353(6) of the Code of Civil Procedure of Cambodia

7. The Commercial Arbitration Law of Cambodia (2006) accessible online at <https://cdc.gov.kh/wp-content/uploads/2022/04/Law-on-Commercial-Arbitration_full-text_060306.pdf>

8. Article 353(8) of the Code of Civil Procedure of Cambodia

9. Article 353(9) of the Code of Civil Procedure of Cambodia and Art 43 of the Commercial Arbitration Law of Cambodia

10. Article 43 of the Commercial Arbitration Law of Cambodia

11. Articles 42 and 44(3) of the Commercial Arbitration Law of Cambodia

D. Principles for recognition by the Cambodian Courts

Foreign judgments

14. As mentioned above, the Cambodian court would not conduct a review on the merits of a foreign judgment.¹²
15. However, the following requirements will be assessed in order to determine if the Singapore or UK judgment can be recognised and enforced:¹³
 - a. Jurisdiction is properly conferred on the foreign court by law or by treaty which the Kingdom of Cambodia has concluded.
 - b. The non-prevailing defendant received service of a summons or any other order necessary to commence the action, or responded without receiving such summons or order.
 - c. The contents of the judgment and the court proceedings in the action do not violate the public order or good morals of Cambodia.
 - d. There is a guarantee of reciprocity between Cambodia and the foreign country in which the court is based.
16. As regards requirement (a), the relevant applicable statute, i.e. the Code of Civil Procedure of Cambodia, is silent on when jurisdiction would be considered to have been properly conferred on the foreign court and whether such jurisdiction should be assessed from the perspective of foreign law or the state of origin. Further, there does not appear to be Cambodian court judgments interpreting requirement (a). However, it has been suggested that this requirement is unlikely to impede enforcement of Singapore judgments as the primary grounds on which Singapore courts establish jurisdiction, such as the defendant's presence or residence in Singapore and submission to the jurisdiction of Singapore courts, are also explicit jurisdictional grounds under Cambodian law. Given that under UK law, the same factors are examined to determine the court's jurisdiction, there similarly ought not to be an impediment to the enforcement of a UK judgment on this ground.
17. It is not clear whether, for the purposes of requirement (d), i.e. the "guarantee of reciprocity" requirement, a formal treaty of reciprocity is required to be entered into between Cambodia and the foreign country. The Cambodian courts have not published any judgment clarifying this since the entry into force of the Code of Civil Procedure of Cambodia in 2007, and the views of Cambodian law experts differ.
18. It has been suggested that a liberal interpretation of the "guarantee of reciprocity" requirement would be adopted and accordingly, a formal treaty is not required. This is for, among others, the following reasons.
 - a. If the Cambodian lawmaker wanted to narrow the interpretation to treaties only, it would have used the word treaty instead of the term "guarantee of reciprocity".
 - b. The Nanning Statement of the 2nd China-ASEAN Justice Forum on 8 June 2017 ("**Nanning Statement**") includes Cambodia's consent to presume reciprocity, at least regarding judgments rendered by the courts of a large number of Asian countries, which were also parties to the Nanning Statement.
19. In the cases of Singapore and the UK, reciprocity may be "guaranteed" because in the absence of a statutory basis or specific treaties, Cambodian judgments may be enforced by reference to common law principles.

12. Article 352(4) of the Code of Civil Procedure of Cambodia

13. Article 199 of the Code of Civil Procedure of Cambodia

20. The common law principles relating to enforcement of a foreign judgement are as follows¹⁴.
 - a. The foreign judgment must be final and conclusive.
 - b. As a matter of the private international law of Singapore or the UK, the foreign court had jurisdiction in the matter.
 - c. No defences to recognition are applicable.
 - d. The foreign judgment must be for a fixed sum.
21. As regards the “public order or good morals” ground, among published Cambodian judgments, no decision has specifically addressed public order challenges. This is even though Cambodia is party to the New York Convention, under which public order is also a ground of refusal and, contrary to the enforcement of foreign judgments, it is known that Cambodian courts have already enforced several foreign arbitral awards.

Foreign arbitral awards

22. The Cambodian Court of Appeal will issue an execution ruling without examining whether or not the foreign arbitral award is appropriate, subject to the following.¹⁵
23. The Court of Appeal may refuse to execute a foreign arbitral award if the party against whom the award is invoked can prove that¹⁶:
 - a. a party to the arbitration agreement was incapable, or the arbitration agreement is not valid under the governing law chosen by the parties or, in the absence of a choice of law, under the law of the country where the award was made;
 - b. the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings, or was otherwise unable to present his case;
 - c. the award deals with a dispute not contemplated under or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration;
 - d. the composition of the arbitral tribunal or the arbitral proceedings were not in accordance with the agreement of the parties or, in the absence of such agreement, was not in accordance with the law of the country where the arbitration took place; or
 - e. the award has not yet become binding on the parties, or has been canceled or suspended by a court of the country in which such award was made or the country to which the law or regulation forming the basis of such award belongs.
24. The Court of Appeal may also refuse to execute a foreign arbitral award if the court finds that:¹⁷
 - a. the subject-matter of the dispute cannot be resolved through arbitration; or
 - b. the recognition or execution of the award would be contrary to public order.
25. The same principles apply to an application to set aside an arbitral award¹⁸.

14. *Giant Light Metal Technology (Kunshan) Co Ltd v Aksa Far East Pte Ltd* [2014] SGHC 16 at [17], citing Adrian Briggs, *The Conflict of Laws* (OUP, 2nd Ed, 2008) at pp 136 and 149

15. Articles 353(6) and (7) of the Code of Civil Procedure of Cambodia

16. Article 353(3) of the Code of Civil Procedure of Cambodia; Article 44(2)(a) of the Commercial Arbitration Law contains the same requirements as Article 353(3)(a)-(d) of the Code of Civil Procedure of Cambodia, although the wording of the two provisions are not exactly identical.

17. Article 353(4) of the Code of Civil Procedure of Cambodia and Article 44(2)(b) of the Commercial Arbitration Law

18. Article 44(3) of the Commercial Arbitration Law of Cambodia

26. Notably, as stated above, contrary to the enforcement of foreign judgments, it is known that Cambodian courts have already enforced several foreign arbitral awards.

E. Methods of Enforcement

27. Once a foreign judgment or arbitral award is recognised and an execution judgment / ruling is given by a Cambodian court, a party may apply for enforcement through various methods, including:
- a. filing a motion for execution by attachment of tangible or intangible movable property by a bailiff;¹⁹
 - b. filing a motion for the execution of a claim by attachment of debts by third party debtors;²⁰ and
 - c. filing a motion for execution against immovable property.²¹

F. Conclusion

28. In light of the above, although it is not guaranteed that a Singaporean or UK judgment will be recognised in Cambodia, it seems likely that as a matter of jurisprudence and international comity, this would be the case.
29. As regards foreign arbitral awards, again, the outlook is positive given the track record of the Cambodian court in enforcing foreign arbitral awards.

19. Article 379-386 of the Code of Civil Procedure of Cambodia

20. Article 402-404 of the Code of Civil Procedure of Cambodia

21. Article 417-421 of the Code of Civil Procedure of Cambodia

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Mainland China



A. Applicable International Conventions and Reciprocal Treaties

1. Enforcement of foreign judgments / arbitral awards in Mainland China¹ is governed by the provisions of the PRC Civil Procedure Law and judicial interpretations issued by the PRC Supreme People's Court and applicable treaties. Under these rules, foreign judgments / arbitral awards can be recognised and enforced in Mainland China if the issuing country and Mainland China are part of a multinational or bilateral treaty or based on the principle of reciprocity.

a. Recognition and enforcement of English and Singaporean judgments

As of 2025, Mainland China has not concluded or acceded to any international treaty with England or Singapore on mutual recognition and enforcement of each other's court judgments. Therefore, such recognition and enforcement will rely on the principle of reciprocity. To give some practical color, there have been precedents of recognition and enforcement of English and Singaporean judgments in Mainland China based on the principle of reciprocity.

Notably, the Memorandum of Guidance on Recognition and Enforcement of Money Judgments in Commercial Cases (signed on 31 August 2018 between Mainland China's Supreme People's Court and Singapore's Supreme Court) provides non-binding interpretive guidance for cross-border enforcement. While this Memorandum clarifies procedural expectations (e.g., documentation standards), it remains a soft law instrument and does not override domestic statutory requirements.

b. Recognition and enforcement of English and Singaporean arbitral awards

Mainland China is a member state of the 1958 New York Convention on recognition and enforcement of foreign arbitral awards ("**New York Convention**"). Thus, arbitral awards made by a fellow member state – such as Singapore and England – can be recognised and enforced in Mainland China under the New York Convention. Per judicial practice, it is not uncommon for English and Singaporean arbitral awards to be enforced in Mainland China.

B. Process for Recognition and Enforcement of a Singaporean / English Decision



2. **Application.** Within 2 years after the English / Singaporean judgments / arbitral awards take effect or become enforceable, a party to the English and Singaporean judgments/arbitral awards or the relevant English and Singaporean court (as applicable) may apply to the relevant PRC courts for recognition and enforcement.
3. **Review & Decision.** Upon reviewing the application documents and supporting evidence submitted by the parties, the PRC court may convene a collegiate bench to conduct questioning of the parties. Thereafter, the court shall formally render a decision on whether to recognise and enforce the foreign judgment/award.
4. **Reconsideration.** The party may apply to the upper court for reconsideration within 10 days after the decision of recognition is served.
5. **Enforcement.** If the judgment/award has been recognised by the relevant PRC courts, it will be enforced by the PRC court.

1. For the purpose of this guidance only, "Mainland China" excludes Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

C. Grounds for Challenging the Recognition and Enforcement of English and Singaporean Court Judgments

6. According to the newly revised PRC Civil Procedure Law in 2023, if an English / Singaporean judgment falls under any of the following circumstances, it would **not** be recognised and enforced:
- a. Due to any of the following, the English / Singaporean court that issued the judgment had no jurisdiction over the case:
 - i. the English / Singaporean court had no jurisdiction under English / Singaporean law, or although it had jurisdiction under English / Singaporean law, it had no proper connection with the dispute in question;
 - ii. any provision on exclusive jurisdiction stipulated in PRC Civil Procedure Law is violated; or
 - iii. an agreement between the parties designating a court with exclusive jurisdiction is violated.
 - b. The judgment debtor was not properly served with notice of the proceedings, or although properly served, was not given reasonable opportunity to present his or her case or defend, or a party without legal capacity was not adequately represented;
 - c. The judgment was obtained by fraud;
 - d. A Chinese court has already rendered a judgment or ruling regarding the same dispute, or has already recognised a judgment or ruling on the same dispute issued by a court of a third country; or
 - e. The English and Singaporean judgment contravenes the basic principles of the laws of Mainland China or harms Mainland China's national sovereignty, security, or public interests.

D. Grounds for Challenging the Recognition and Enforcement of English and Singaporean Arbitral Awards

7. Under PRC judicial practice, Chinese courts may refuse recognition and enforcement of foreign arbitral awards strictly on the grounds enumerated in Article V of the New York Convention: If an English / Singaporean arbitral award falls under any of the following circumstances, it would **not** be recognised and enforced:
- a. The absence of a valid arbitration agreement;
 - b. Failure to provide proper notice of the arbitration proceedings or other reasons preventing a party from presenting its case;
 - c. The award deals with matters beyond the scope of submission to arbitration (ultra petita);
 - d. Composition of the arbitral authority or arbitral procedure was not in accordance with the parties' agreement, or in absence of agreement, was not in accordance with the law of the country where the arbitration took place;
 - e. The award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made;
 - f. The subject matter of the dispute is not capable of settlement by arbitration under PRC law; or
 - g. Recognition or enforcement of the English / Singaporean award would be contrary to Chinese public policy.
8. The PRC court will review grounds (a)-(e) only upon request by a party (passive review), whereas it will review grounds (f)-(g) per authority (active review).

E. Enforcement Mechanisms

9. Upon recognition, enforcement measures provided in the special section of the PRC Civil Procedure Law and judicial interpretations may be implemented. Such measures include, for example:
 - a. freezing and transfer of deposits
 - b. sealing up, distraining, freezing, auctioning, selling off of non-monetary property (e.g., bonds, fund shares, etc.)
 - c. withholding and deduction of income
 - d. enforcement against a matured debt owed to the judgment debtor by a third party
 - e. compulsory delivery of specific movable property, immovable property, generic movable property, or negotiable instruments/certificates
 - f. compulsory performance – performance by a third party at the expense of the judgment debtor.

F. Approach of the PRC Court

10. In principle, PRC courts are not to conduct a re-trial and review the merits of the underlying dispute of foreign judgment or arbitral award. Instead, the PRC courts are to determine whether there are any grounds to refuse the recognition and enforcement of the foreign judgment or foreign arbitral award, based on the lists set out above in Sections C and D. That said, PRC courts may refuse recognition and enforcement of punitive damages awards, that is, where a foreign judgment awards damages significantly exceeding actual losses, the PRC court may rule to deny recognition and enforcement of the excess portion.
11. With respect to the broad concept of "contrary to Chinese public policy", the PRC courts also hold a prudent attitude of non-undue interference with referee autonomy. In some cases, the Supreme People's Court specified that violation of mandatory provisions under the PRC law or misapplying PRC law is not equivalent to Chinese public policy.
12. In the case of (2016) Hu 01 Xie Wai Ren No.1 (*Application by Noble Resources International Pte.Ltd. for Recognition of SIAC Award*), the PRC court refused recognition of the award on grounds that the Singapore International Arbitration Centre (SIAC) applied its streamlined procedure to refer the case to a sole arbitrator, contrary to the parties' explicit agreement for a three-member tribunal. The court held that this constituted a violation of Article V(1)(d) of the New York Convention (composition of the arbitral tribunal or arbitral procedure not in accordance with the parties' agreement), warranting non-recognition.
13. Historically, when applying the principle of reciprocity for recognising and enforcing foreign judgments, PRC courts maintained that precedents demonstrating the enforcement of Chinese judgments in the relevant foreign jurisdiction were required, i.e. so called "De Facto Reciprocity". However, in the notable case of Guiding Case No. 235 (*Application by S Shipping Company Limited for Recognition of English Court Judgment*), the PRC court recognised the submitted English judgment based on "Legislative/De Jure Reciprocity", i.e., in accordance with English law, the conditions for recognising and enforcing a foreign court judgment are substantially the same as those under PRC law or are more lenient. Specifically, the key reasoning for the recognition of such English judgments is as follows: (1) English law does not require the existence of a bilateral treaty as a prerequisite for recognising and enforcing foreign civil and commercial judgments and there is no legal barrier for the recognition and enforcement of Chinese judgments by English courts; (2) there has been no instance in which English courts have refused recognition or enforcement of Chinese judgments on the basis of a lack of reciprocity.

G. Conclusion

14. In summary, the recognition and enforcement of English and Singaporean judgments and arbitral awards in Mainland China rely on a complex mix of domestic laws, international conventions, and judicial practices. While judgments depend on the principle of reciprocity due to the lack of bilateral treaties, arbitral awards benefit from the New York Convention framework. Recent cases, such as Guiding Case No. 235, highlight a more progressive approach by Chinese courts, particularly through "Legislative/De Jure Reciprocity." Despite challenges, Mainland China's evolving judicial stance reflects a cautious but growing openness to cross-border enforcement.

Indonesia



A. Introduction

1. As major international hubs of litigation and arbitration, courts and tribunals in England and Singapore hear disputes involving commercial entities with bases around the world.
2. Before commencing dispute resolution proceedings in England or Singapore, it is crucial for the parties to consider if and how any judgment or award would be enforced in the relevant jurisdiction of the losing party.
3. Indonesia, a rapidly growing economy with a population of over 285 million, the fourth largest in the world, is a major Southeast Asian business hub. It is therefore critical that parties involved in disputes with Indonesian entities understand the significant barriers to enforcement currently in place at the Indonesian courts.

B. Applicable International Conventions and Reciprocal Treaties

4. Indonesia is not party to any bilateral or multilateral treaties enabling the recognition and enforcement of English or Singaporean judgments by the Indonesian courts. Indeed, Indonesia does not have treaties with any country to this effect. This is a significant, and in the vast majority of cases, insurmountable barrier to enforcement of a foreign judgment by the Indonesian courts.
5. Civil procedure in Indonesia is not governed by a single codified code. Instead, the courts rely on a combination of inherited colonial regulations, including the *Herzien Inlandsch Reglement* (“**HIR**”) for Java and Madura, and the *Rechtsreglement voor de Buitengewesten* (“**RBg**”) for other regions, and relevant provisions in Book IV of the Indonesian Civil Code. In addition, certain doctrines continue to refer to the 1847 *Reglement op de Rechtsvordering* (“**Rv**”), which was historically applied in the Dutch East Indies and still influences court reasoning in areas such as the enforcement of foreign court judgments.
6. A draft consolidated Civil Procedure Law Bill has been included in Indonesia’s 2021–2024 National Legislation Program in an effort to modernize and unify the existing framework. While deliberations are ongoing, the current regime remains fragmented and rooted in colonial-era instruments.
7. Article 436(1) of Rv sets out this prohibition in no uncertain terms:

“All decisions of foreign courts cannot be implemented in Indonesian territory, except in cases mentioned in Article 724 of the Commercial Code and other regulations.”
8. Whilst at first it appears from the above extract that Article 724 of the Commercial Code could widen the scope of an Indonesian Court’s willingness to enforce a decision of a foreign court, Article 724 has limited effect as it only covers foreign judgments on the calculation of shipping losses.
9. The government is in the process of reforming its private international law framework through the draft Private International Law Bill (“**PIL Bill**”), which is included in the National Legislation Program¹. The most recent version, released in 2024, comprises 70 articles across 10 chapters and introduces a statutory framework for cross-border civil matters, including a dedicated chapter on the recognition and enforcement of foreign court judgments. Notably, Article 68 of the PIL Bill explicitly repeals Article 436 of Rv, marking a significant legislative shift away from the longstanding prohibition on enforcing foreign court judgments in Indonesia.

1. Hukumonline Pro, ‘Draft Bill on Private International Law Updated: Criteria for the Recognition of Foreign Verdicts in Indonesia Further Clarified’ (Hukumonline, 11 April 2023) < [Draft Bill on Private International Law Updated: Criteria for the Recognition of Foreign Verdicts in Indonesia Further Clarified](#) > accessed 12 July 2025.

10. Under PIL Bill, foreign court judgments may be recognised and enforced in Indonesia only if a reciprocal treaty or international agreement exists between Indonesia and the judgment's country of origin, as set out in Article 64 of the PIL Bill. As of now, Indonesia does not have such a treaty in force with either the United Kingdom or Singapore, nor with any other country. Accordingly, the practical enforceability of English or Singaporean court judgments in Indonesia would remain limited even if the PIL Bill is enacted. Nonetheless, the inclusion of a formal recognition mechanism signals a shift in policy direction and lays a potential foundation for future treaty negotiations and legal reform.
11. In Indonesian Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution ("**Arbitration Law**"), the definition of '*[i]nternational arbitration award*' is:

"an award handed down by an arbitration institution or individual arbitrator outside the jurisdiction of the Republic of Indonesia, or an award by an arbitration institution or individual arbitrator which, under the provisions of Indonesian law, is deemed to be an international arbitration award".
12. In January 2025, the Constitutional Court of the Republic of Indonesia held that reference to 'deemed' should be removed from the above definition, to prevent ambiguity (Decision No. 100/PUU-XXII/2024)². The Constitutional Court reasoned that such language could create uncertainty regarding the territorial scope and enforceability of foreign arbitral awards.
13. In contrast to the lack of treaties to recognise foreign judgments, Indonesia is a contracting state, on the basis of reciprocity, to the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("**New York Convention**")³. As both the United Kingdom and Singapore are similarly contracting states, Indonesian courts will enforce foreign arbitral awards from either of these jurisdictions.
14. This agreement was ratified by Indonesia's Presidential Decree No. 34 of 1981, which additionally stipulated that the domestic court will only apply the New York Convention to "*differences arising out of legal relationships, whether contractual or not, which are considered as commercial under Indonesian law*".

C. Process for Enforcement of Foreign Court Judgments in Indonesia

15. By virtue of Article 436 of Rv, a successful party who wishes to enforce a foreign court judgment in Indonesia only has one option: to submit a fresh claim. This additional delay and expense can be a significant setback for a party who has already extensively litigated the issue at hand abroad.
16. While the foreign court judgment is permitted to be entered as evidence in the fresh claim, it is not binding and the domestic judge is entitled to decide whether it is credible evidence to prove any claim.
17. Unlike the common law jurisdictions of England and Singapore, Indonesia operates a civil law system, without the rule of precedent. This means that the lower Indonesian courts are not bound by judgments from higher courts. This may introduce further uncertainty for a party considering a fresh claim, as the domestic court's decision is more difficult to predict than in the original jurisdiction of England or Singapore.

2. Sri Pujianti, 'Court to Strengthen Territorial Concept in International Arbitration Awards' (*Constitutional Court of the Republic of Indonesia*), 3 January 2025) < [MKRI.ID | Court to Strengthen Territorial Concept in International Arbitration Awards](#) > accessed 21 May 2025.
3. United Nations Treaty Collection, 'Contracting States' (*New York Convention*, undated) < [Contracting States | New York Convention](#) > accessed 21 May 2025.

D. Requirements for Enforcement of Foreign Arbitral Awards in Indonesia

18. The requirements for recognition and enforcement of foreign arbitral awards are set out in Article 66 of the Arbitration Law. The Central Jakarta District Court (“**CJDC**”) is the competent court to handle enforcement, unless the award involves the State of the Republic of Indonesia, in which case the Supreme Court has authority.
19. To be recognised and enforced in Indonesia, an arbitral award:
 - a. Must be rendered by an arbitrator or arbitration panel in a country bound to Indonesia by a treaty on the recognition and enforcement of international arbitration awards (such as the New York Convention);
 - b. Must be within the scope of ‘commercial law’ under Indonesian Law;
 - c. Must not conflict with public order;
 - d. May only be enforced after obtaining a writ of execution (exequatur) from the Chairman of the CJDC; and
 - e. If one of the parties to the award is the State of the Republic of Indonesia, the award may only be enforced after obtaining an exequatur from the Supreme Court of the Republic of Indonesia.
20. As set out in Article 66 (b), recognition is limited to those awards which, under Indonesian law, are within the scope of ‘commercial’ law. The explanatory notes to Article 66 further define this as being within the fields of commerce, banking, finance, investment, industry and intellectual property rights.
21. Whilst the majority of the Article 66 stipulations are clear, it is the requirement that the award does not conflict with ‘public order’ which introduces an element of uncertainty, as we discuss in more detail below.

E. Approach of the Indonesian Courts

22. To better understand what is meant by ‘public order’, the Supreme Court of Indonesia recently enacted Supreme Court Regulation No. 3 of 2023 (“**SC Reg 3/2023**”). This defines ‘public order’ as:

“everything that constitutes the very foundation essential for the functioning of the legal system, economic system, and socio-cultural system of the Indonesian community and nation”.
23. This represents a widening of the previous Supreme Court definition of 1990:

“the fundamental principles of the entire legal system and society in Indonesia”.
24. What is clear is that the CJDC is willing to refuse to enforce a foreign arbitral award on the grounds of a violation of public order and was willing to do so even before the definition was widened by the Supreme Court in 2023.
25. This is demonstrated by the case of *Astro Nusantara International B.V. et al v PT Ayunda Prima Mitra et al*. In 2009, the Singapore International Arbitration Centre (“**SIAC**”) issued multiple arbitral awards, including one which ordered the cessation of ongoing parallel litigation in Indonesia, the prohibition of funding for those proceedings, and a bar on similar future actions.
26. Following the issuance of these arbitral awards, the parties continued to litigate at the Singaporean courts on issues including enforcement, demonstrating the protracted legal process that took place even before attempting to enforce the relevant award in Indonesia.

27. When the claimants eventually sought recognition and enforcement of the arbitral award against the Indonesian entity defendant, the CJDC refused on public order grounds, in a decision that was upheld by the Indonesian Supreme Court. It was deemed that the restrictions imposed by the SIAC awards on the ability to litigate at the Indonesian courts violated the sovereignty of law and public policy in Indonesia.
28. This willingness of the CJDC to refuse to recognise a SIAC arbitral award, even before the Supreme Court further widened the definition of 'public order' in 2023, demonstrates the very real prospect that commercial entities may fail at the final hurdle in a dispute against an Indonesian party. At the outset of arbitral proceedings, parties will need to carefully consider the awards that they seek the tribunal to issue, to minimise the risk that they are later scrutinised by the CJDC. However, the readiness of the CJDC to protect Indonesian public order means that the prospect of a failure to enforce remains difficult to predict.

F. Process for Enforcement of Foreign Arbitral Awards in Indonesia

29. The process for enforcement of foreign arbitral awards is set out in Articles 67 to 69 of the Arbitration Law:
 - a. The award must be delivered to the Clerk of the CJDC and registered by the arbitrator, or the arbitrator's proxy;
 - b. An application to enforce the award can then be made. Documents to be attached to the application include:
 - i. The original award or an authenticated copy (as per Indonesian authentication requirements), the original arbitration agreement or an authenticated copy, and translations of both into the Indonesian language; and
 - ii. A statement from the Indonesian diplomatic representative in the country of the award, stating the countries are bound by a requisite treaty.
 - c. Once the writ of execution has been obtained, enforcement is carried out as per Indonesia's civil procedural law. At this stage, the award cannot be appealed.
30. Whilst these procedural steps appear relatively straightforward to achieve, the requirement to obtain authentication of documents, formal translations and a statement from the local Indonesian diplomatic representative will no doubt introduce further expense and delay.
31. Importantly, there is no statutory time limit to enforce an arbitral award. A party can therefore apply to the CJDC at any time after the foreign arbitration has taken place. A party should note, however, while SC Reg 3/2023 requires the CJDC to decide on an exequatur application within 14 calendar days of registration, in practice it usually takes between one and three months for the CJDC to issue the writ of execution due to case backlogs and internal administrative handling within the court, and in some instances, the process may extend beyond this timeframe.

G. Challenging the Enforcement of a Foreign Arbitral Award in Indonesia

32. Once the writ of execution has been obtained, the award can no longer be challenged. Therefore, the opposing party must act before this point if it intends to prevent enforcement of the award.
33. There is no legal mechanism in Indonesia to annul a foreign arbitral award. The annulment procedure under Articles 70 to 72 of the Arbitration Law applies only to awards made in Indonesia. For foreign awards, the only available option under Indonesian law is to request the court to refuse recognition and enforcement on the limited grounds set out in Article 66.
34. This position was confirmed by the Supreme Court in *Pertamina v Karaha Bodas*. The award was issued in Geneva under the UNCITRAL rules, but Pertamina applied to annul the award before the CJDC. Although the District Court granted the request, the Supreme Court overturned the decision. It held that only the courts at the seat of arbitration have authority to annul a foreign arbitral award. Referring to Article V(1)(e) of the New York Convention, the Court explained that the law governing annulment is the law of the country where the award was made, not Indonesian law.

H. Practical Enforcement of a Recognised Foreign Arbitral Award in Indonesia

35. The enforcement of a recognised foreign arbitral award is carried out by the competent District Court in accordance with Article 69 of the Arbitration Law, which requires the process to follow Indonesia's civil procedural law, primarily set out in Articles 195 to 224 of HIR and Articles 206 to 258 of RBg, depending on the region.
36. Once the writ of execution has been obtained, an application can be made for the Chairman of the CJDC to issue an execution order, known as an 'aanmaning' in Indonesia. This is a formal warning that gives the losing party eight days to voluntarily comply.
37. If the losing party fails to comply within this period, the winning party may apply to the court to impose an execution seizure over the debtor's assets. The application must specify the assets to be seized and provide supporting documentation establishing the debtor's ownership. The court will not assist in locating assets.
38. Once approved, the court bailiff will carry out the seizure, and the attached assets will be sold through a public auction conducted by the government auction office, which under current practice is the State Assets and Auction Service Office (*Kantor Pelayanan Kekayaan Negara dan Lelang* or *KPKNL*), in accordance with Indonesia's civil procedural law to satisfy the arbitral award.
39. After the public auction, the court will determine the distribution of proceeds. If multiple creditors submit claims, the court will initiate a distribution process, notify the debtor and all creditors, and issue a final allocation to be implemented by the bailiff or auction officer. Objections or appeals may be filed during this stage, which may delay disbursement.
40. Practical challenges may arise in enforcing a recognised foreign arbitral award, often stemming from tactics employed by the losing party to delay or frustrate enforcement. These may include, but are not limited to:
 - a. filing third-party claims challenging ownership or legal interest in the seized assets,
 - b. invoking ongoing bankruptcy or suspension of debt payment obligations (*Penundaan Kewajiban Pembayaran Utang* or *PKPU*) proceedings, or
 - c. lodging police reports to trigger criminal investigations involving the same assets.

These actions may not automatically bar enforcement, but they often trigger separate court proceedings that may significantly delay the process if not proactively addressed.

41. While a mechanism for enforcement is in place, its practical success depends on the cooperation of court officials, the availability of executable assets, and the quality of pre-enforcement preparation. A coordinated strategy that includes early asset identification and anticipates procedural risks is often critical to timely and effective recovery.

I. Conclusion

42. As Indonesian law currently stands, there is no route by which a party can enforce a foreign court judgment (barring a specific marine law exception). The successful party will need to start a new claim in the domestic Indonesian courts, and this claim will be judged afresh on its merits as viewed by the local judge.
43. In contrast, there is a clear route for the enforcement of a foreign arbitral award received in a country which is a reciprocal signatory to the New York Convention. The main hurdle lies in the CJDC's discretion to assess on whether the arbitral award conflicts with Indonesian public order.
44. The introduction of the PIL Bill marks Indonesia's first legislative attempt to regulate this issue comprehensively and move beyond the limitations of Article 436 of Rv. If enacted, it may pave the way for future developments in the enforceability of foreign court judgments, particularly if supported by reciprocal treaty arrangements. These developments take place alongside the government's wider effort to modernise the country's civil court system through the Civil Procedure Law Bill.

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Japan



A. Applicable International Conventions and Reciprocal Treaties

1. Japan is not a party to any bilateral or multilateral treaties for the reciprocal recognition and enforcement of foreign judgments, such as the Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters and the Hague Convention on Choice of Court Agreements.
2. Further, there are also no bilateral treaties between Japan and either Singapore or UK regarding the recognition and enforcement of foreign judgments. Therefore, the principles regarding the recognition and enforcement of Singaporean / English judgments in Japan depend on Japanese law.
3. In relation to foreign arbitral awards, Japan is a member state of the 1958 New York Convention on recognition and enforcement of foreign arbitral awards ("**New York Convention**"). Thus, arbitral awards made in a fellow member state – such as Singapore and England – can be recognised and enforced in Japan.

B. Enforcement of a Singaporean / English judgment in Japan

4. In Japan, a judgment rendered by a foreign court is recognised without the need for separate proceedings, as long as it satisfies the requirements set forth in the Code of Civil Procedure ("**CCP**"). The CCP¹ provides that final and binding foreign judgments are effective in Japan if:
 - a. the jurisdiction of the foreign court is recognised under laws, regulations, conventions or treaties;
 - b. the defeated defendant has been served (excluding service by publication or means similar thereto) with the requisite summons or order for the commencement of litigation, or has appeared in the action without receiving such service;
 - c. the content of the judgment and the court proceedings are not contrary to public policy in Japan; and
 - d. a guarantee of reciprocity is in place.

Therefore, a foreign judgment will have legal effect, such as acting to restrict a claim in a later litigation that contradicts the foreign judgment, without any separate procedure being necessary.

5. On the other hand, in order to execute a foreign judgment by compulsion, it is necessary to obtain an execution judgment from a competent court and then file a petition for compulsory execution based on that execution judgment. The Civil Execution Act ("**CEA**")² stipulates that execution of a judgment must be rendered without investigating whether or not the decision is appropriate, but that a foreign judgment should not be executed if:
 - a. it is not proved that the judgment is final and binding; or
 - b. it does not fulfil the requirements provided for in Article 118 of the CCP.

The party seeking enforcement of a foreign judgment should also ensure that Japanese translations are provided for the judgment and any other supporting documents prepared in a foreign language, as courts will not accept filings in other languages.

1. Article 118 of the CCP
 2. Article 24 of the CEA

C. Enforcement of a Singaporean / English Arbitral Awards in Japan

6. A Singaporean / English arbitral award can be enforced in Japan, which is a contracting state to the New York Convention.
7. The Japan Arbitration Act³ stipulates that an arbitral award, whether or not the place of arbitration is in Japan, has the same effect as a final and binding judgment. Recognition or enforcement may be refused on limited grounds, which reflect those set out in the New York Convention. These include cases where:
 - a. one of the parties lacked legal capacity;
 - b. the arbitration agreement is invalid under the governing law chosen by the parties, or, if none is chosen, under the law of the seat of arbitration;
 - c. notice of the appointment of arbitrators or of the arbitral proceedings is not properly given in accordance with the law of the seat (or, where valid, the parties' agreed procedural rules);
 - d. a party is unable to present its case;
 - e. the award decides matters that fall beyond the scope of the arbitration agreement or the parties' submissions;
 - f. the composition of the tribunal or the arbitral procedure does not comply with the parties' agreement or, failing such agreement, with the law of the seat;
 - g. the award is not final and binding, or has been annulled or suspended by a competent authority at the seat;
 - h. the dispute is not capable of settlement by arbitration under Japanese law; or
 - i. enforcement of the award is contrary to Japanese public policy.
8. In order to execute an arbitral award, the party seeking execution must obtain an execution order from a competent court and then file a petition for compulsory execution based on that execution order. The application for an execution order must include: (i) a copy of the arbitral award; (ii) a document proving that the copy corresponds to the original award; and (iii) the Japanese translation of the written arbitral award⁴. The court will examine whether the award satisfies the refusal grounds set forth in Article 45(2) of the Japan Arbitration Act (see Section 7), without reviewing the underlying facts or reconsidering the merits of the case.

D. Enforcement Mechanisms

9. Once an execution judgment for a foreign judgment or an execution order for an arbitral award has been obtained and become final and binding, the foreign judgment or arbitral award serves as a "title of obligation". These titles form the basis for compulsory execution in Japan, and the CEA⁵ expressly lists them among the enforceable instruments.

3. Article 45 of the Japan Arbitration Act

4. Article 46 of the Japan Arbitration Act

5. Article 22 of the CEA

10. After obtaining such title, the enforcing party must file a petition for compulsory execution with the competent district court, which has jurisdiction over the debtor or the property subject to enforcement. Under the CEA, compulsory execution is carried out by the court or a court execution officer upon petition, and there is no separate enforcement agency in Japan.⁶
11. The CEA provides for several enforcement methods depending on the nature of the debtor's assets, as summarised below:
 - a. Immovable property: enforcement is conducted through compulsory auction (court-supervised sale) or compulsory administration (court-appointed management to collect income).⁷
 - b. Movable property: enforcement commences through seizure by a court execution officer, who may subsequently sell the seized assets to satisfy the creditor's claim.⁸
 - c. Claims: enforcement commences through a court order of seizure, directing the debtor's obligor to perform directly for the benefit of the creditor.⁹
 - d. Delivery of property or eviction: enforcement is carried out by a court execution officer who removes the debtor's possession and gives possession to the creditor; and, where the property is possessed by a third party under a duty to deliver it to the debtor, the court may seize that delivery claim and authorize the creditor to exercise it.¹⁰
12. In principle, the limitation period for enforcing a foreign judgment or arbitral award is 10 years from the day after it becomes final and binding. Although neither the CCP nor the CEA sets out a limitation period, the Civil Code¹¹ provides that any right determined by a final and binding judgment, or by an order or decree with equivalent effect, shall lapse after 10 years, except for rights that are not yet due and payable at the time the judgment became final. Accordingly, if more than 10 years have passed, a Japanese court is unlikely to grant an execution judgment or execution order, as enforcement would be regarded as contrary to public policy.

E. Conclusion

13. In conclusion, Singaporean and English court judgments can generally be recognised and enforced in Japan, subject to the statutory requirements on jurisdiction, proper service, reciprocity, and public policy under the CCP. Their recognition reflects established Japanese jurisprudence and principles of international comity.
14. Singaporean and English arbitral awards enjoy an even more favourable framework, as Japan is a contracting state to the New York Convention and has implemented the Japan Arbitration Act in line with international standards. As a result, such awards are broadly enforceable in Japan, provided they do not fall within the limited refusal grounds set out in the legislation.

6. Article 2 of the CEA

7. Article 43 of the CEA

8. Article 122 of the CEA

9. Article 143 of the CEA

10. Articles 168-170 of the CEA

11. Article 169 of the Civil Code

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Malaysia



A. Introduction

1. This article provides an overview of the mechanisms and legal frameworks for the recognition and enforcement of judgments and arbitral awards from England and Singapore in Malaysia.

B. Applicable International Conventions and Reciprocal Treaties

2. Malaysia is not a party to any international convention specifically for the recognition and enforcement of foreign judgments. The recognition and enforcement of foreign judgments in Malaysia are sought either under (1) statute via the Reciprocal Enforcement of Judgments Act 1958 (the “REJA”) or (2) common law principles.
3. The REJA regime applies to foreign judgments issued by superior courts in reciprocating countries listed in the First Schedule of REJA, which includes the UK and Singapore. The High Courts of England and Singapore are recognised as superior courts under this schedule. As provided in the definition of “judgment” under REJA, if a judgment is given by a court on appeal from a decision of the High Court, it is treated as if it were a judgment originally given by the High Court. If a foreign judgment falls outside the scope of REJA (e.g. a judgment rendered in a non-reciprocating country that does not fall under the First Schedule of REJA), a party seeking to enforce such a judgment must rely on common law principles by initiating fresh proceedings in the Malaysian courts to enforce such judgment.
4. In order for a foreign judgment to be enforceable under REJA, the foreign judgment must¹:
 - a. be final and conclusive as between the parties;
 - b. there is payable thereunder a sum of money, not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty;
 - c. it is a judgment from a country or territory added to the First Schedule and it is given after that country or territory is added to that Schedule; and
 - d. not be a judgment of a superior court given on appeal from a court that is not a superior court.
5. For foreign judgment that falls outside the scope of REJA and relying on common law, the foreign judgment has to satisfy the following requirement:
 - a. The foreign judgment must be an in personam or personal judgment that is final and conclusive;
 - b. The foreign judgment must be for payment of a specific sum;
 - c. The foreign judgment must have been given by a court of competent jurisdiction; and
 - d. There are no defences available to the recognition of the foreign judgment.
6. The recognition and enforcement of foreign arbitral awards are governed by the Arbitration Act 2005. Section 38(1) of the Arbitration Act 2005 provides that, upon a written application to the Malaysian High Court, an arbitral award made in respect of an arbitration where the seat of arbitration is in Malaysia or an award from a foreign State, shall be recognised as binding and be enforced by entry as a judgment in terms of the award or by action. A “foreign State” is defined under the Arbitration Act 2005 as a State which is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (the “New York Convention”)². Malaysia, the UK and Singapore are signatories to the New York Convention. Therefore, arbitral awards rendered in England and Singapore can be enforced in Malaysia pursuant to the Arbitration Act 2005.

1. Section 3(3) of REJA

2. Section 38(4) of Arbitration Act 2005

C. Process for Enforcement of a Singaporean / English Decision in Malaysia

7. To enforce a foreign judgment or arbitral award in Malaysia, the process involves several steps and differs slightly depending on whether it is a foreign judgment or arbitral award, as outlined below.
- a. Application
 - i. The judgment / award creditor must first file an application supported by an affidavit with the Malaysian High Court seeking to register the foreign judgment or enforce the foreign arbitral award in the same manner as a judgment.³
 - ii. The application to register a foreign judgment must be made within six years after the date of the judgment or after the date of the last judgment given in any appeal in those proceedings.⁴ While the Arbitration Act 2005 does not prescribe a time limit for filing an application for permission to enforce an arbitral award, section 6(1)(c) of the Limitation Act 1953 requires that any action to enforce an award must be brought within six years from the date on which the cause of action accrued (i.e. the date on which the award takes effect).
 - b. Review
 - i. If the Malaysian High Court is satisfied with the requirements, it will grant leave in the form of a registration order of the foreign judgment or an enforcement order granting permission to enforce the foreign arbitral award. The order must specify the judgment / award debtor's right to apply to set aside the registration or enforcement⁵.
 - ii. For a foreign judgment, the judgment creditor must also serve a notice of registration along with the registration order on the judgment debtor detailing amongst other items, the judgment particulars and the period within which an application to set aside the registration may be made.⁶
 - c. Setting aside
 - i. A judgment / award debtor may file an application to set aside the registration or enforcement order and such application must be made within the time frame specified in the registration order (or as extended by the court) for foreign judgments⁷ or within 14 days after service of the enforcement order for foreign arbitral awards.⁸
 - d. Execution
 - i. Registration of a foreign judgment or foreign arbitral award will only be executed:
 - a) after the expiry of the period specified in the registration or enforcement order within which the judgment / award debtor may apply to set aside the registration or enforcement order⁹;
 - b) until after the expiry of the period as extended by the Malaysian High Court of the registration order¹⁰; or
 - c) if an application to set aside is made, until after the application is resolved.¹¹

3. Section 4(1) of REJA; Order 67, Rules 2 and 3 of the Rules of Court 2012; Sections 38(1) to 38(3) of the Arbitration Act 2005; Order 69, Rules 8(1) to 8(3) of the Rules of Court 2012

4. Section 4(1) of REJA

5. Order 67, Rule 5(2) of the Rules of Court 2012; Order 69, Rule 8(8) of the Rules of Court 2012

6. Order 67, Rule 7 of the Rules of Court 2012

7. Order 67, Rules 5(2) and 5(3) of the Rules of Court 2012

8. Order 69, Rule 8(7)(a) of the Rules of Court 2012

9. Order 67, Rule 10(1) of the Rules of Court 2012; Order 69, Rule 8(7) of the Rules of Court 2012

10. Order 67, Rule 10(1) of the Rules of Court 2012

11. Order 67, Rule 10(2) of the Rules of Court 2012; Order 69, Rule 8(7) of the Rules of Court 2012

D. Grounds for Challenging the Recognition and Enforcement of a Foreign Judgment / Foreign Arbitral Award

8. A foreign judgment will not be registered if the judgment has been wholly satisfied or the judgment could not be enforced by execution in the country of the original court.¹²
9. Under section 5(1) of REJA, the Malaysian High Court may set aside the registration of a foreign judgment if it is satisfied that:
 - a. the judgment is not a judgment to which Part II of REJA applies or was registered in contravention of REJA;
 - b. the original court had no jurisdiction in the circumstances of the case;
 - c. the judgment debtor, being the defendant in the proceedings in the original court, did not (notwithstanding that process may have been duly served on them in accordance with the law of the country of the original court) receive notice of those proceedings in sufficient time to enable them 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 Malaysia;
 - f. the rights under the judgment are not vested in the applicant;
 - g. the rights under the judgment are not vested in the person by whom the application for registration was made; or
 - h. the matter in dispute in the proceedings in the original court had previously to 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.
10. Under section 39 of the Arbitration Act 2005, the Malaysian High Court may refuse the recognition or enforcement of the foreign arbitral award if the award debtor proves that:
 - a. a party to the arbitration agreement was under any incapacity;
 - b. the arbitration agreement is not valid under the law to which the parties have subjected it, or, failing any indication thereon, under the laws of the State where the award was made;
 - c. the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present that party's case;
 - d. the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration;
 - e. the award contains decisions on matters beyond the scope of the submission to the arbitration;
 - f. the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of the Arbitration Act 2005 from which the parties cannot derogate, or, failing such agreement, was not in accordance with the Arbitration Act 2005;
 - g. the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made;
 - h. the subject-matter of the dispute is not capable of settlement by arbitration under the laws of Malaysia; or
 - i. the award is in conflict with the public policy of Malaysia.

12. Section 4(1) of REJA

E. Approach of the Malaysian Court

11. Malaysian courts have consistently reiterated that a foreign judgment cannot be impeached on its merits, as this is a well-established principle in conflict of laws.¹³ Malaysian courts have also emphasised that they must be cautious in refusing registration on tenuous grounds, as this could result in Malaysian judgments not being accorded reciprocity by courts in reciprocating countries. This principle underpins section 5(1) of REJA, which limits and specifies the grounds on which registration can be challenged, as noted above. Furthermore, the Malaysian courts have also held that the public policy limb must be interpreted restrictively and in the interest of comity of nations, registration should not be refused on grounds not provided in section 5(1) of REJA.¹⁴
12. Notwithstanding the above, the Malaysian High Court in *Motor Insurers' Bureau of Singapore v Pacific & Orient Insurance Co Bhd* [2024] 9 MLJ 691 held that the registration and enforcement of a Singapore judgment were contrary to Malaysian public policy and allowed the defendant's application to set aside the Singapore judgment and registration order.
13. The case arose from a motorcycle accident in Singapore, where a Malaysian pillion rider, sustained injuries and filed a claim in the Singapore High Court against the motorcycle rider. At the time of the accident, the defendant, a Malaysian insurer, had a policy of insurance over the motorcycle which did not include passenger cover. The plaintiff, a non-profit organisation in Singapore, intervened in the case, and a final judgment was entered by consent for SGD 985,000 in favour of the Malaysian pillion rider. The plaintiff subsequently filed a suit in the Singapore High Court against the defendant to recover the amount paid to the Malaysian pillion rider. The defendant did not appear or submit to the jurisdiction of the Singapore courts, and the Singapore High Court issued a judgment. The plaintiff successfully registered the Singapore judgment in Malaysia under section 4 of REJA.

The defendant applied to set aside the registration under section 5(1) of REJA, arguing that enforcement of the Singapore judgment would be contrary to Malaysian public policy as Malaysian law does not mandate passenger cover unless specifically purchased. The Malaysian High Court agreed, holding that enforcement of the Singapore judgment would give rise to a number of public policy concerns including: (a) that it would amount to a backdoor imposition of Singapore law in Malaysia, effectively making passenger cover mandatory in Malaysia and negating the insured's freedom of choice; (b) it would rewrite motor insurance policies by compelling Malaysian insurers to satisfy passenger claims, even when such risks are not covered under standard policies, thereby going beyond the scope of the policies and affecting the entire insurance landscape; (c) it would impose an increased financial burden as making passenger cover mandatory would significantly and adversely impact the general public's financial obligations and their ability to secure coverage; and (d) it would undermine the fundamental legal principle of the doctrine of privity of contract and disrupt established legal norms in Malaysia.

Based on the reasons above, the High Court concluded that the registration and enforcement of the Singapore judgment are contrary to the Malaysian public policy and has ordered the Singapore judgment to be set aside.

13. See *Malayan Banking Berhad v Ng Man Heng* [2005] 1 MLJ 470 and *MBF Finance Bhd v Yong Yet Miaw & Anor* [1991] 2 MLJ 320

14. See *Malayan Banking Berhad v Ng Man Heng* [2005] 1 MLJ 470

14. In relation to foreign arbitral awards, the Malaysian courts have consistently held that the court does not and should not sit in appeal and examine the correctness of the award on merits.¹⁵ Additionally, it has been held that “*the court should be slow in interfering with an arbitral award*” and “*the court should be restrained from interference unless it is a case of patent injustice which the law permits in clear terms to intervene.*”¹⁶ In this regard, the Malaysian courts have confirmed that an order granting leave to enforce an arbitral award can only be set aside on the exhaustive grounds set out in section 39 of the Arbitration Act 2005.¹⁷

F. Enforcement Mechanisms

15. Once a foreign judgment or foreign arbitral award has been recognised by the Malaysian High Court, it can be enforced in the same manner as a domestic judgment, including the following enforcement methods provided under the Rules of Court 2012:
- a. a writ of seizure and sale;
 - b. garnishee proceedings;
 - c. a charging order;
 - d. an order for examination of judgment debtor; and/or
 - e. the initiation of bankruptcy or winding-up proceedings.

G. Conclusion

16. The recognition and enforcement of foreign judgments and foreign arbitral awards in Malaysia are governed by distinct legal frameworks. The REJA facilitates the enforcement of judgments from reciprocating countries like England and Singapore and the Arbitration Act 2005 provides a robust framework for the recognition and enforcement of arbitral awards under the New York Convention. Malaysian courts have demonstrated a balanced approach, upholding principles of comity and reciprocity while ensuring that enforcement aligns with public policy and statutory requirements.

15. See *Hartela Contractors Ltd v Hartecon JV Sdn Bhd & Anor* [1999] 2 MLJ 481 and *Far East Holdings Bhd & Anor v Majlis Ugama Islam Dan Adat Resam Melayu Pahang and another appeal* [2015] 4 MLJ 766

16. See *Far East Holdings Bhd & Anor v Majlis Ugama Islam Dan Adat Resam Melayu Pahang and another appeal* [2015] 4 MLJ 766

17. See *CTI Group Inc v International Bulk Carriers SPA* [2017] 5 MLJ 314

Singapore



A. Introduction

1. This article addresses the recognition and enforcement mechanisms and legal frameworks in place in Singapore as regards judgments and arbitral awards seated in England.

B. What International Conventions Or Treaties Or Other Arrangements Are Relevant For The Enforcement Of An English Judgment Or English-Seated Arbitral Award

2. Singapore is a party to:
 - a. the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958 ("**New York Convention**"); and
 - b. the Hague Convention of 30 June 2005.
3. The New York Convention has been incorporated in Singapore through the International Arbitration Act 1994. The Hague Convention has been incorporated through the Choice of Courts Agreements Act 2016 ("**COCAA**"). The former generally applies to international arbitral awards while the latter applies in every international case where there is an exclusive choice of court agreement concluded in a civil or commercial matter (subject to exceptions under sections 9, 10 and 22 of the COCAA); see section 8 of the COCAA.
4. Apart from the above, English judgments can be enforced under the Reciprocal Enforcement of Foreign Judgments Act 1959 ("**REFJA**") read together with the Reciprocal Enforcement of Foreign Judgments (United Kingdom and the Commonwealth) Order 2023 ("**REFJA Order**"). Schedule 1 of the REFJA Order specifically designates any money judgment that is final and conclusive as between the parties to it from (a) the Supreme Court of the United Kingdom; (b) the Senior Courts of England and Wales; (c) the Court of Judicature of Northern Ireland; and (d) the Supreme Courts of Scotland.

C. Process For Enforcement Of An English Decision Or English-Seated Award In Singapore

5. The enforcement of foreign judgments or foreign arbitral awards from England in Singapore involves several steps.

English Judgment

6. Preliminarily, it should be determined whether the COCAA applies. The REFJA does not apply to any judgment which may be recognised or enforced under the COCAA: see section 2A of the REFJA.
7. In both COCAA and REFJA cases, the first step involves making an application to the General Division of the High Court for the judgment to be recognised and enforced: see section 13(1) of the COCAA and section 4(1) of the REFJA.
8. The application is made by originating application without notice supported by an affidavit (see Rules of Court 2021, Order 37 (COCAA) and Order 60 (REFJA)). The requirements in Order 37 and Order 60 (as the case may be) must be adhered to. This includes, but is not limited to, exhibiting a certified copy of the judgment to the supporting affidavit.
9. After the High Court makes the recognition order, the applicant should draw up the Court Order and serve it on the judgment debtor and any other party in accordance with the Rules of Court 2021 (see Order 37 Rule 6 (COCAA) and Order 60 Rule 5 (REFJA)). The judgment debtor may then apply to High Court to set the recognition order aside.
10. If the recognition order is not challenged or if the judgment debtor fails at setting aside the recognition order, steps can then be taken to enforce the judgment.

English-Seated Arbitral Award

11. An application to enforce an English-seated arbitral award is begun by originating application without notice supported by an affidavit. The requirements in Order 48 of the Rules of Court 2021 must be adhered to. This includes, but is not limited to, exhibiting a duly authenticated original or duly certified copy of the arbitral award.
12. After the High Court makes the order granting permission to enforce the arbitral award, the applicant should draw up the Court Order and serve it on the award debtor in accordance with the Rules of Court 2021 (see Order 48 Rule 6(3)). The award debtor may then apply to High Court to set aside the order granting permission to enforce the arbitral award: Order 48 Rule 6(5).
13. If the order granting permission to enforce the arbitral award is not challenged or if the award debtor fails at setting aside the order, steps can then be taken to enforce the award.

D. Grounds For Challenging The Recognition And Enforcement Of An English Judgment

14. Both the COCAA and REFJA sets out grounds where (a) enforcement of the English judgment must be refused and (b) enforcement of the English judgment may be refused.
15. Of these numerous grounds in the statutes, the grounds which attract the most practical importance is the following:
 - a. the English judgment must be refused where sufficient notice was not received by the judgment debtor (see section 5(1)(c) of the REFJA and section 14(a) of the COCAA);
 - b. the English judgment must be refused if the exclusive choice of court agreement is null and void under the law of the State of the chosen court (section 15(1) of the COCAA);
 - c. the English judgment may be refused if the judgment is being reviewed or appealed against (section 15(2) of the COCAA). Similarly, in REFJA cases, the registering court may set aside the registration if it sees fit, and on terms it may think just, if judgment creditor satisfies it that an appeal is pending or that the judgment creditor is entitled and intends to appeal (see section 6(1) of the REFJA).

E. Grounds For Challenging The Recognition And Enforcement Of A Foreign Arbitral Award

16. Section 31(2) of the International Arbitration Act 1994 sets out the grounds where a court may refuse enforcement of a foreign award. These are the well-recognised grounds enshrined in the New York Convention, which has been widely acceded to by several states.
17. To recap, the court may refuse enforcement when the person against whom enforcement is sought proves to the satisfaction of the court that:
 - a. a party to the arbitration agreement pursuant to which the award was made was, under the law applicable to the party, under some incapacity at the time when the agreement was made;
 - b. the arbitration agreement is not valid under the law to which the parties have subjected it or, in the absence of any indication in that respect, under the law of the country where the award was made;
 - c. the party was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present the party's case in the arbitration proceedings;

- d. subject to subsection (3) of section 31 of the International Arbitration Act 1994, the award deals with a difference not contemplated by, or not falling within the terms of, the submission to arbitration or contains a decision on the matter beyond the scope of the submission to arbitration;
- e. the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
- f. the award has not yet become binding on the parties to the arbitral award or has been set aside or suspended by a competent authority of the country in which, or under the law of which, the award was made.

F. Approach of the Singapore Courts

18. It is important to highlight the following points regarding the approach of the Singapore Courts regarding recognition and enforcement processes:
- a. **Pro-Enforcement:** The Singapore Courts generally adopt a pro-enforcement approach, especially in the context of international arbitration. The Singapore Courts aim to uphold the finality of judgments and arbitral awards and will be slow to re-examine the merits of the judgment or award. As mentioned above, the grounds for refusing enforcement of judgments or arbitral awards are limited.
 - b. **Streamlined and efficient enforcement process:** The Singapore Courts' process is efficient and streamlined, with a robust procedural framework. All applications are made and processed electronically. The Singapore Courts have developed a body of case law which reinforces their pro-enforcement stance, providing clarity and predictability for all parties.
 - c. **Confidentiality:** There is no general rule that English-judgment related enforcement proceedings are confidential. On the other hand, the Singapore Courts will typically and as of course anonymise the names of the parties involved in proceedings to enforce an arbitral award.

G. Enforcement Mechanisms

19. Once an English judgment or English arbitral award has been recognised by a Singapore court, the judgment or arbitral award can be enforced in the same way and to the same extent as a Singapore judgment or arbitral award. Such direct enforcement measures include, for example:
- a. Examining the judgment / award debtor under oath to find out the assets they own in order to pay off their debt;
 - b. freezing bank accounts;
 - c. seizing and selling movable or immovable property;
 - d. forcible repossession of immovable property;
 - e. forcible delivery up of movable property;
 - f. suspending registration, transfer or change in the current state of assets;
 - g. deducting money from bank accounts;
 - h. obtaining third party debt orders for debts payable to the judgment / award-debtor from third parties.

Aside from the above, judgments / arbitral awards are indirectly enforceable by committal proceedings. These are proceedings brought to penalise a party for non-compliance with a court order or judgment (contempt of court).

H. Conclusion

20. In conclusion, Singapore provides a robust and efficient framework for the recognition and enforcement of English judgments and arbitral awards from English-seated arbitrations. Through instruments such as the New York Convention, the Hague Convention, and the Reciprocal Enforcement of Foreign Judgments Act, Singapore ensures clarity and predictability in cross-border enforcement. The courts adopt a pro-enforcement stance, limiting grounds for refusal and streamlining procedural requirements to uphold the finality of judgments and awards.

Thailand



A. Introduction

1. This article explores the mechanisms and legal frameworks in place (or lack thereof) for the recognition and enforcement of Singapore / English judgments and arbitral awards in Thailand.

B. Applicable International Conventions and Reciprocal Treaties

2. In Thailand, there is currently no general legislation governing the recognition and enforcement of foreign court judgments. Thailand is not party to any convention, treaty, or reciprocal arrangement involving the enforcement of foreign judgements.¹
3. In relation to foreign arbitral awards, Thailand is a member state of the 1958 New York Convention on the recognition and enforcement of foreign arbitral awards (“**New York Convention**”). Thus, arbitral awards made in a fellow member state – such as Singapore and England – can be recognised and enforced in Thailand (Section 41, Thai Arbitration Act B.E. 2545 (2002)).²

C. Enforcement of a Singaporean / English judgment in Thailand

4. A judgment creditor holding court judgments from Singapore / England must generally initiate new litigation in a Thai Court as it is not possible to directly enforce a foreign judgment in Thailand. Obtaining a judgment typically takes approximately 1.5 to 2 years from the filing of the claim.
5. The Thai courts may revisit the merits of the case in such new litigation. A judgment from Singapore / England would not be binding in such litigation, although they may be admitted as evidence. The Thai courts have discretion to decide how much evidentiary weight to give. Further, for the judgment to even be admissible as evidence: (1) it must be final; (2) it must be issued by a court with subject-matter jurisdiction; and (3) it must not contravene the public order or moral standards of Thai people (Supreme Court Decisions No. 585/2461 and No. 2351/2548).

D. Enforcement of a Singaporean / English Arbitral Awards in Thailand

6. A Singaporean / English arbitral award can be enforced in Thailand, which is a New York Convention member state. This involves several steps:
 - a. Application: Within 3 years from the date on which the foreign arbitral award is enforceable, the judgment creditor may file an application with a competent Thai court.³ The application needs to be submitted with: (i) Original award or its duly certified copy; (ii) Original arbitration agreement or its duly certified copy; and (iii) Translations of the arbitral award and the arbitration agreement in the Thai language (Section 42, Thai Arbitration Act).

1. An exception exists under the Act on Civil Liability for Oil Pollution Damage B.E. 2560, Article 36, which permits the enforcement of final foreign court judgements related to oil pollution from contracting states of the International Convention on Civil Liability for Oil Pollution Damage, 1992.
2. Section 37 of the Thai Arbitration Act.
3. The choice of court for filing the arbitral award depends on the nature of the disputed contract. Awards concerning public services or agreements between the state and private parties will be filed with the Administrative Court, enforcement of awards arising from commercial contracts between private parties will be filed with the Court of Justice, and the enforcement of awards related to IP and intellectual trade disputes will be filed with the Intellectual Property and International Trade Central Court.

- b. Inquiry and decision: After receiving the application, the Thai court shall, without delay, make an inquiry and render its judgment (Section 42, Thai Arbitration Act). The Thai court will review for compliance with Sections 43 and 44 (see section E), but will generally not review the facts of the case or re-evaluate the merits of the arbitral award. However, the Thai courts recently (in 2015 and 2017) held that the interpretation and application of the Thai Arbitration Act only grant the court the authority to set aside an award issued in Thailand, and that the courts do not have the power to set aside a foreign award. It is likely that the Thai courts interpret their power as extending only to setting aside awards rendered in arbitration proceedings seated in Thailand.⁴
 - c. Appeal: Any order for or refusing enforcement may only be appealed to the Supreme Court or the Supreme Administrative Court on limited grounds (Section 45, Thai Arbitration Act).⁵
 - d. Enforcement: After the enforcement judgment has been obtained from the Thai court, the award may be enforced in the same way like any other Thai judgment (see section F).
7. An application for enforcement of a Singaporean / English arbitral award may take between one and two years, depending on whether the counterparty opposes such enforcement.

E. Grounds for Challenging the Recognition and Enforcement of a Foreign Arbitral Award

8. The grounds for challenging the recognition and enforcement of a foreign arbitral award are set out in Sections 43 and 44 of the Thai Arbitration Act. These reflect the grounds under Article V of the New York Convention, in summary:
- a. Incapacity of a party to the arbitration agreement;
 - b. arbitration agreement not binding;
 - c. no prior notice of arbitral proceedings or unable to present case;
 - d. deals with matters outside scope of arbitration agreement or submission to arbitration;
 - e. tribunal or procedure not in accordance with parties' agreement;
 - f. award not binding, set aside or suspended;
 - g. subject matter non-arbitrable; or
 - h. enforcement of award contrary to public order or good morals.
9. As regards ground (h) above, that enforcement of the award would be contrary to public order or good morals, the Thai Supreme Court has provided the following guidance:
- a. The term "public order or good morals" does not have an exact or precise legal definition. A court is to exercise its discretion in interpreting it in the context of the dispute and the social values of the present era, while safeguarding public interests, public services and the common good. A court should not interpret the phrase having regard to the private benefits of the parties (Supreme Court Decision No. 5560-5563/2562).

4. See TMI-Simmons Legal Expert Insights Series, *Enforcement of Expedited Procedure Arbitral Awards in Thailand*.

5. Such judgment shall not be appealed, except where: (1) the recognition or enforcement of the award is contrary to public order or good morals; (2) the order or judgment is contrary to the provisions of law relating to public order or good morals; (3) the order or judgment is not in accordance with the arbitral award; (4) the judge who has tried the case gave a dissenting opinion in the judgment; or (5) it is an order on provisional measure under Section 16.

- b. While the interpretation of a contract is typically a matter between the parties and does not relate to public order or good morals (Supreme Administrative Court Decision No. Or. 221-223/2562), the enforcement of a contract procured through corruption would be contrary to public order or good morals (Supreme Court Decision No. 7277/2549).
- c. A misapplication of the law by the arbitral tribunal, for example in relation to the applicability of a limitation period, would cause the enforcement of an arbitral award to be contrary to public order or good morals (Supreme Court Decision No. 7635/2562 and 1901/2566). This presents a potential route for a party to essentially challenge the merits of an award at the enforcement stage.

F. Enforcement Mechanisms

10. A judgment by a Thai court, whether for the enforcement of a Singapore / English arbitral award or arising from new litigation, can be enforced by obtaining a writ of execution from the court. Such request must be made within 10 years from the date of the final judgment.
11. There are several measures to secure and compel judgment enforcement, which are provided for under Thailand's Civil Procedure Code B.E. 2477. Such measures include, for example:
 - a. Seizure of property, including movable property, securities, shares, intellectual property, and immovable property;
 - b. Attachment of the judgment debtor's claims against a third party;
 - c. Examination concerning the business and property of the judgment debtor; and
 - d. Sale by auction or disposal of property obtained from seizure or attachment.

G. Conclusion

12. In conclusion, it is generally not possible to directly enforce foreign court judgments in Thailand, although Thailand's participation in the New York Convention facilitates the enforcement of foreign arbitral awards.
13. To avoid the situation where a matter will need to be relitigated on its merits via new litigation in Thailand, any person contracting with Thai individuals or entities may wish to stipulate that any disputes arising from such contract are to be decided by arbitration.



Vietnam



A. Introduction

1. The recognition and enforcement of foreign judgments and arbitral awards is a critical aspect of international law, facilitating cross-border legal cooperation and ensuring that legal decisions are respected and implemented globally. This article explores the recognition and enforcement mechanisms and legal frameworks in place in Vietnam, vis-à-vis civil judgments and arbitral awards from Singapore and England.

B. Applicable International Conventions and Reciprocal Treaties

2. Under Vietnam's Code of Civil Procedure 2015 ("**CCP**"), the recognition and enforcement of foreign judgments or decisions framework specifically governs those of a civil nature. This includes judgments or decisions involving civil, marriage, family, trade, business, and labour matters, as well as decisions on property in criminal and administrative matters issued by foreign courts (Article 423 of the CCP). Therefore, while this article generally refers to foreign judgments, the detailed analysis below will focus on foreign civil judgments or decisions under the CCP framework.
3. Such foreign civil judgments or decisions, as described above, can be acknowledged and enforced in Vietnam if the issuing country and Vietnam are part of a multinational or bilateral treaty that contains regulations on the recognition and enforcement of judgments by the courts of member states (Article 423(1)(a) of the CCP).
4. However, there is no such multinational or bilateral treaty between Singapore and Vietnam¹, or between England and Vietnam², that provides for mutual recognition and enforcement of civil judgments. Therefore, the recognition and enforcement of civil judgments from England and Singapore in Vietnam will be based on the **principle of reciprocity** (Article 423(1)(b) of the CCP). The principle of reciprocity means that if a Vietnamese civil judgment has been recognised and enforced in another country, then the courts in Vietnam may be more likely to recognise and enforce civil judgments from that country.
5. For example, a judgment of the Singapore High Court has been enforced by the High People's Court of Ho Chi Minh City on the basis of the principle of reciprocity (see Judgment of the High People's Court of Ho Chi Minh City, Case No 222/2016/TLST-DS, 10 June 2016 (affirmed on appeal to the Appellate Tribunal of the High People's Court of Ho Chi Minh City in Case No 111/2017/QDPT-KDTM, 21 June 2017))³.
6. In relation to foreign arbitral awards, Vietnam is a member state of the 1958 New York Convention on the recognition and enforcement of foreign arbitral awards ("**New York Convention**"). Thus, arbitral awards made by a fellow member state – such as Singapore and England – can be recognised and enforced in Vietnam under the New York Convention. **Decision No. 453/QD-CTN** of the President of Vietnam dated 28 July 1995 on the Accession of Vietnam to the New York Convention further stated that: (i) the Convention applies only to disputes arising from commercial legal relations; and (ii) any interpretation of the Convention before the court or other competent authorities of Vietnam must comply with the provisions of the Constitution and laws of Vietnam.

1. As an aside, in 2014, Vietnam and Singapore signed the Treaty on Mutual Legal Assistance in Criminal Matters. This treaty, however, does not address the mutual recognition and enforcement of judgments. Instead, it sets out a framework for both countries to make requests for and provide legal assistance in criminal matters to each other, such as in locating or identifying persons, taking of evidence, and executing search and seizures. Source: [Singapore Ministry of Law's website](#).
2. Like Singapore, England, Northern Ireland and Vietnam executed the Treaty on Mutual Legal Assistance in Criminal Matters in 2009. This treaty does not address the mutual recognition or enforcement of judgments or arbitral awards. Instead, it establishes a framework for the parties to request and provide legal assistance in criminal matters, such as locating or identifying individuals, collecting evidence, and executing search and seizure operations. Source: [Vietnamese Supreme People's Court website](#)
3. [SICC's website](#).

C. Process for Enforcement of a Singaporean / English Decision in Vietnam

7. The enforcement of foreign civil judgments or foreign arbitral awards from Singapore / England in Vietnam involves several steps:
- a. **Application:** Within 3 years from the day on which the foreign civil judgment or foreign arbitral award takes effect, the judgment creditor may file an application with a competent Vietnamese provincial court requesting the recognition and enforcement of the foreign civil judgment or foreign arbitral award (Articles 432(1), 451(1) of the CCP).
 - b. **Application review:** Within the period of 2 months for foreign civil judgement or 4 months for foreign arbitral award, the Vietnamese court will review the application and issue a decision either to (a) suspend the consideration of the application, (b) terminate the consideration of the application, or (c) conduct a hearing to consider the application (Articles 437(3), 457(1) of the CCP).
 - c. **Hearing & decision:** The court may hold a hearing to consider the application and decide whether to recognise and enforce the foreign civil judgment or foreign arbitral award (Articles 438, 458 of the CCP).
 - d. **Appeal:** Parties may file an appeal against the decision of the first-instance court. The Chief Prosecutor of the Provincial People's Procuracy or the Chief Prosecutor of the High People's Procuracy also has the right to appeal against the decision of the first-instance court (Articles 442, 461 of the CCP).
 - e. **Appeal review:** The High People's Court re-considers the decision of the court of first instance and may decide to uphold, partially or fully amend, or annul such decision (Articles 443, 462 of the CCP).
 - f. **Enforcement:** Where neither the parties nor the competent procuracy file an appeal, or the appeal has been resolved, and the foreign civil judgment or foreign arbitral award has been recognised, enforcement will be conducted by the Civil Judgment Enforcement Agency.

D. Grounds for Challenging the Recognition and Enforcement of a Foreign Civil Judgment

8. Article 439 of the CCP provides for civil judgments or decisions of foreign courts that shall not be recognised and enforced in Vietnam, namely:
- a. Foreign civil judgments/decisions that do not satisfy one of the conditions for being recognised, as provided for in international treaties to which Vietnam is a signatory.
 - b. Foreign civil judgments/decisions that have not taken legal effect as provided for in the law of the home countries of the courts issuing them.
 - c. Judgment debtors or their lawful representatives were absent from the court sessions of the foreign courts because they had not been duly summoned, or documents of the foreign Courts had not been delivered to them in a reasonable time period as prescribed in the law of the home country of such foreign court, so that such persons can exercise the right to defend themselves.
 - d. The foreign courts that issued the judgments/decisions do not have jurisdiction to settle civil cases as prescribed in Article 440 of the CCP. In this regard, Article 440 of the CCP provides that a foreign court shall be considered to have jurisdiction to settle civil cases in the following situations:
 - i. The civil case does not fall within the exclusive jurisdiction of Vietnamese courts as specified in Article 470 of the CCP, for example where the civil case involves rights to immovable property in the Vietnamese territory.

- ii. The civil case falls in a case specified in Article 469 of the CCP (which provides for cases where Vietnamese courts have jurisdiction to resolve civil cases involving foreign elements) but has one of the following features:
 - a) The defendant participates in oral argument without appeal against the jurisdiction of the foreign court;
 - b) The civil case has not had any judgment or decision from a third-party court that has been recognised and enforced by the Vietnamese courts; or
 - c) The civil case has been accepted by a foreign court before being accepted by a Vietnamese court.
- e. The civil cases have been settled in legally effective civil judgments/decisions of Vietnamese courts, or before the foreign agencies in charge accepted such cases, they have been accepted and are being processed by Vietnamese Courts, or such civil cases have been settled with civil judgments/decisions issued by third party courts which have been recognised and allowed to be enforced by Vietnamese courts.
- f. The time limit for enforcement of judgments prescribed in the law of the home countries of the courts issuing such judgments/decisions, or in Vietnamese law on civil judgment enforcement, has been exceeded.
- g. The enforcement of the judgments/decisions has been cancelled or terminated at the home country of the foreign court issuing such judgments/decisions.
- h. The recognition and enforcement of the foreign civil judgments/decisions in Vietnam are contrary to basic principles of Vietnamese law.
9. The judgment debtor can oppose the recognition and enforcement of a foreign judgment based on the grounds provided in Article 439 of the CCP, as set out above.

E. Grounds for Challenging the Recognition and Enforcement of a Foreign Arbitral Award

10. Article 459 of the CCP provides that a foreign arbitral award shall not be recognised in the following cases:
 - a. The parties to the arbitration agreement do not have capacity to conclude such an agreement, according to the law applicable to each party;
 - b. The arbitration agreement is not legally effective according to the law of the country chosen by the parties for application, or according to the law of the country where the award is made, in case the parties did not choose the governing law for the arbitration agreement;
 - c. The agency, organization or individual being judgment debtor was not promptly and properly notified of the appointment of the arbitrator, of the procedure for resolving the dispute by the foreign arbitration, or for other legitimate reasons cannot exercise its litigation rights;
 - d. The foreign arbitral award is issued on a dispute that was not requested to be resolved by the parties, or that exceeds the requirements of the parties to the arbitration agreement. In case it is possible to separate the part of the decision on the matter requested to be resolved from the part of the decision on the matter not requested to be resolved by foreign arbitration, the part of the decision on the matter requested to be resolved can be recognized and enforced in Vietnam.

- e. The composition of the foreign arbitral tribunal or the dispute resolution procedure of the foreign arbitral tribunal is inconsistent with the arbitration agreement or with the law of the country where the foreign arbitral award was rendered, if the arbitration agreement does not provide for such matters;
 - f. The foreign arbitral award has not yet become binding on parties;
 - g. The foreign arbitral award is annulled or suspended from enforcement by a competent authority of the country where the award was rendered or of the country whose law has been applied;
 - h. According to Vietnamese law, the dispute in question cannot be resolved by arbitration; and
 - i. The recognition and enforcement in Vietnam of the foreign arbitral award are contrary to fundamental principles of Vietnamese law.
11. It shall be noted that except for items (h) and (i) listed above, the party filing the application bears the burden of proving the grounds for challenging the recognition and enforcement of foreign arbitral award (Article 459(1) of the CCP).

F. Approach of the Vietnamese Court

12. In principle, Vietnamese courts are not to conduct a re-trial and review the merits of the foreign civil judgment, decision or foreign arbitral award (Articles 438(4), 458(4) of the CCP). Instead, the Vietnamese courts are to review the evidence provided by parties, and identify whether there are any grounds to refuse the recognition and enforcement of the foreign civil judgment, decision or foreign arbitral award, based on the lists set out above in Sections C and D.
13. However, in practice, certain grounds for challenging enforcement and recognition have been interpreted rather broadly and arbitrarily, resulting in the Vietnamese courts essentially reviewing the merits of the foreign civil judgments, decisions or awards. In that regard, one of the most commonly relied on and most expansively interpreted grounds is the ground that the award is “*contrary to fundamental principles of Vietnamese laws*”. This vague term has been relied on in several cases by the Vietnamese courts to revisit the merits of the dispute.⁴ For instance, in the *Toepfer v Sao Mai* (2011) case, the Supreme People’s Court in Hanoi thought that an arbitral award by the Grain and Feed Trade Association was contrary to the fundamental principles of Vietnamese laws, because (amongst other reasons) the compensation for damage awarded to Toepfer were not in line with principles concerning compensation for damage under Vietnamese commercial law. This was in effect a criticism on the merit of the award, which was ultimately not recognised and enforced.⁵
14. In other cases, the term “*contrary to fundamental principles of Vietnamese laws*” has been relied on to set aside awards on technical or procedural grounds. For instance, in Decision 1768/QD-PQTT dated 10 June 2020, an award from the Vietnam International Arbitration Centre was set aside by the People’s Court in Ho Chi Minh City because the power of attorney (“**POA**”) issued by the claimant to its Vietnamese lawyers to represent it in the arbitration was not legalised by the consulate of Vietnam in Cambodia (where the claimant was incorporated). Consequently, the People’s Court in Ho Chi Minh City thought that the tribunal’s acceptance of the POA was in contravention of the fundamental principles of Vietnamese law, and set aside the award. While this was a decision concerning a domestic award, there exists a risk that the same approach might be followed for foreign awards.

4. Vietnam – Arbitration Review in 2015 (Asia-Pacific Arbitration Review (GAR) 2016).

5. Countries Report on the Public Policy Exception in New York Convention – Vietnam, at [II.1].

15. Another particular aspect of the Vietnamese courts' approach pertains to disputes regarding rights over immovable property in Vietnam.
 - a. Article 470(1)(a) of the CCP provides that a civil case involving rights over immovable property in the territory of Vietnam would fall under the exclusive jurisdiction of Vietnamese courts. Several courts have interpreted this in an expansive way to refuse the recognition and enforcement of foreign judgments or arbitral awards.
 - b. For example, in Decision 28/2020/QDKDTM-PT of High People's Court in Ho Chi Minh City⁶ which concerned a civil judgment from the Seoul District Court, the underlying dispute related to a Sale and Purchase Agreement ("**SPA**"). According to the SPA, the seller would transfer to the buyer all her capital contribution in a company (the "**Company**") which owned land use rights to a 10,000m² land parcel. The High People's Court in Ho Chi Minh City thought that the transfer of capital contribution under the SPA was essentially a transfer involving immovable property, which was subject to the Vietnamese courts' exclusive jurisdiction. Therefore, the High People's Court refused to recognise and enforce the Seoul District Court's civil judgment.
 - c. A similar approach was adopted in Decision No. 33/2016/QDPT-KDTM dated 8 August 2016, where the High People's Court in Ho Chi Minh refused to recognise an award from the Singapore International Arbitration Centre on similar grounds.⁷
16. While challenges persist, Vietnamese courts have also demonstrated a progressive, pro-arbitration stance in other cases. For example, in the dispute between Sojitz Pla-Net Corporation and Rang Dong Holding Joint Stock Company, the High People's Court in Ho Chi Minh City overturned a first instance decision that refused to recognise an arbitral award from the Singapore International Arbitration Centre (the "**Award**"). At first instance the Award was not recognised on the ground that it was inconsistent with the fundamental principles of Vietnamese law. However, on appeal, the High People's Court in Ho Chi Minh City held that the first instance court had erroneously revisited the substantive merits of the Award. Thus, the Award was upheld and recognised.

G. Enforcement Mechanisms

17. Once a foreign civil judgment or foreign arbitral award has been recognised by a Vietnamese court, the judgment creditor can submit a request for enforcement to the competent Civil Enforcement Agency of Vietnam. There are several measures to secure and compel judgment/award enforcement, which are provided for under Chapter IV of Vietnam's Law on Civil Enforcement 2008. Such measures include, for example:
 - a. freezing bank accounts;
 - b. seizing assets and papers;
 - c. suspending registration, transfer or change in the current state of assets;
 - d. deduction of money from accounts;
 - e. recovery and handling of money and valuable papers of the judgment debtor;
 - f. subtraction of the judgment debtor's incomes;
 - g. distraint and handling of the judgment debtor's assets, including those held by third parties;
 - h. forcible transfer of objects, property rights and papers; and
 - i. forcible performance or non-performance of certain jobs by the judgment debtor.

6. <https://congboanan.toaan.gov.vn/2ta507307t1cvn/chi-tiet-ban-an>

7. Loi Pham, "*Exclusive jurisdiction of Vietnamese courts over disputes relating to rights over real properties in Vietnam*" (LexisNexis, 26 May 2023).

H. Conclusion

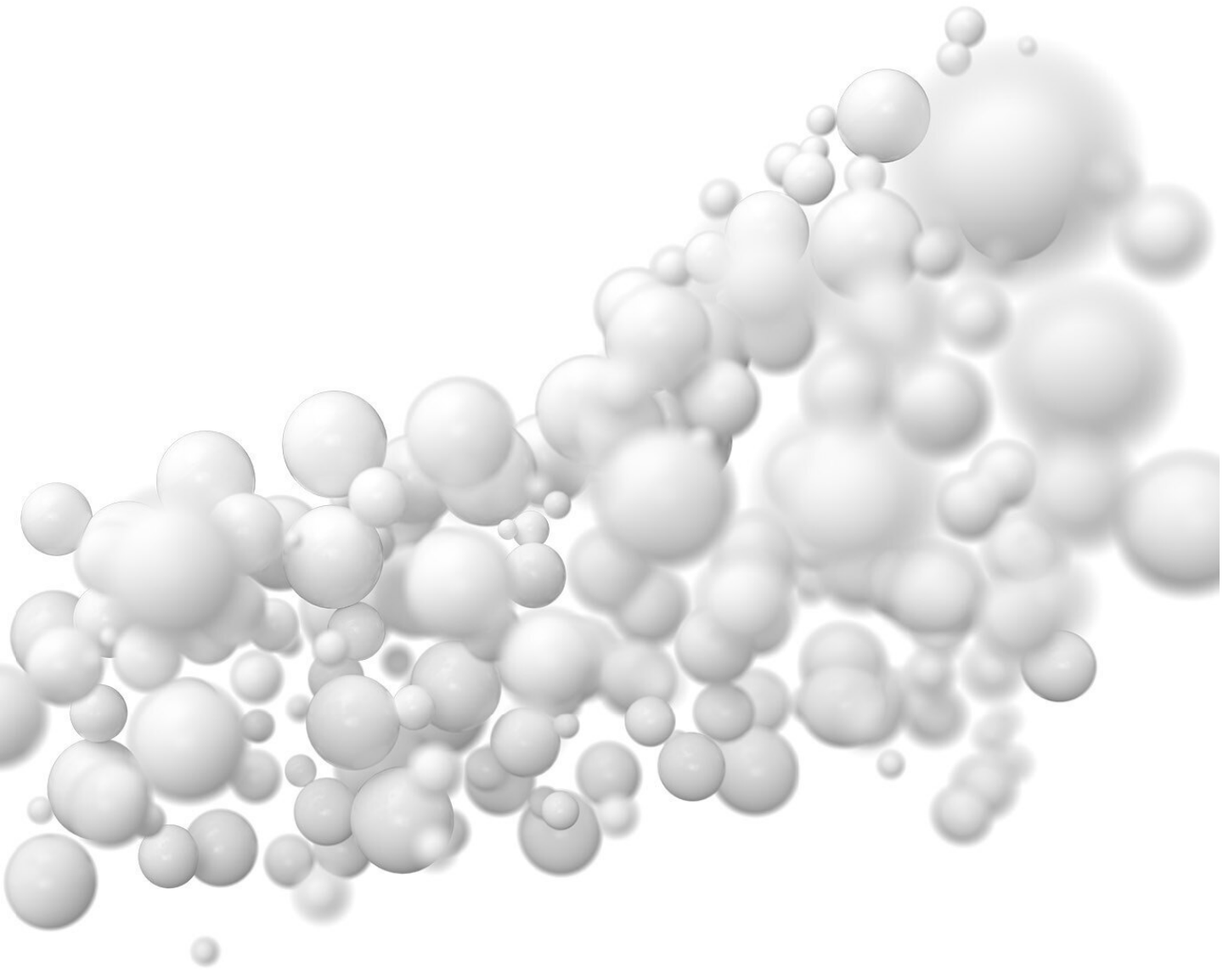
18. In conclusion, the recognition and enforcement of English and Singaporean court civil judgments, decisions and arbitral awards in Vietnam is governed by a complex interplay of international conventions and domestic laws. While Vietnam's participation in the New York Convention facilitates the recognition and enforcement of foreign arbitral awards, the absence of bilateral or multilateral treaties with England and Singapore on the enforcement of court civil judgments means that the enforcement of court civil judgments relies heavily on the principle of reciprocity. Understanding these specific legal requirements and procedural steps is essential for ensuring the successful enforcement of English and Singaporean legal decisions in Vietnam.

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Steve handles complex construction and engineering matters. He represents developers, contractors, engineers and architects in public and private projects, particularly in the infrastructure, power and commercial development sectors.

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Lijun specialises in tech disputes and investigations, with more than 20 years' experience in international arbitration and litigation.

Her practice spans litigation and arbitration (typically pursuing complex claims), alongside proactive risk management and governance advice to prevent disputes. She is also a go-to advisor for clients in tech-related crises and managing data breaches.

Beyond her role work as counsel, Lijun regularly acts as arbitrator and mediator.



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Paul is an Of Counsel with Simmons & Simmons.

Prior to that role Paul was a partner of Simmons & Simmons from 1998 to 2019, having joined the firm in London as a trainee in 1989. During that period he has held several senior management positions, including Head of Asia from 2011 onwards. In that role Paul was responsible for the firm's business in Beijing, Hong Kong, Shanghai, Shenzhen, Singapore and Tokyo.

In addition to his management responsibilities Paul also maintained a fee earning role. His area of specialty is financial markets regulation where he was active in relation to transactional work, advising on regulatory enforcement issues and defending FIs in connection with mis-selling disputes. Most recently his focus has been to advise clients on the migration of their bricks and mortar businesses on to digital platforms. His work has given Paul the practical experience of managing teams across practice disciplines and jurisdictions.



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Angela frequently represents clients in CIETAC, HKIAC, SIAC, ICC and LCIA arbitration proceedings. She handles disputes in a broad array of sectors, including financial, energy, construction, IT, mining, education, hospitality, medical technology and others. Her practice also includes representing clients in sports arbitration and advising client on investment treaty arbitrations.

She cooperates with lawyers from other jurisdictions in complex dispute resolution cases, such as dealing with arbitration-related winding up petitions and parallel litigations.

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Krystal has extensive experience acting for clients in arbitration and PRC litigation proceedings. In addition, she advises numerous international groups and multinational corporations on cross-border transactions, as well as Chinese enterprises expanding overseas. In this capacity, she frequently coordinates with foreign counsel to provide clients with comprehensive legal support.

Her practice encompasses arbitration, litigation and pre-dispute negotiations. She has assisted domestic and international clients in a wide range of commercial disputes across multiple jurisdictions, often working closely with overseas counsel. These jurisdictions include Mainland China, the United Kingdom, Singapore, Hong Kong SAR and various African jurisdictions.



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In 2023, Chanamas was named a Rising Star Thailand by Asian Legal Business, becoming the youngest recipient of the award in that year in recognition of her outstanding professional performance and client commendations.



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Kobayashi also serves as an Adjunct Lecturer at the Nagoya University Center for Asian Legal Exchange and holds an LL.M. from New York University School of Law, specializing in International Business, Regulation, Litigation, and Arbitration.



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Nagata completed his training at the Legal Training and Research Institute of the Supreme Court of Japan in 2003 and became a Japanese lawyer at the Daiichi Tokyo Bar Association. He has also served as a member of the Climate Change Certification Center Carbon Offset Certification System Certification Committee.



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