

SIAC DOMESTIC ARBITRATION RULES 2nd Edition, 1 September 2002*

* Consequential on change in fee for management of cases (previous Fourth Schedule) and abolition of appointment fee and challenge fee (Rules 13.7, 16.5 and 30.1(c), and Third and Fifth Schedules).

INDEX

Rule

1. Scope of Application
2. Modifications to the Rules
3. Expedited Domestic Arbitration Rules
4. Definitions
5. Electronic Communication
6. Filing and Service of Documents
7. Notice of Arbitration
8. Response to Notice of Arbitration
9. Filing of Case Statements
10. Contents of Case Statements
11. Default in Filing and Serving Case Statements
12. Referral of Court Cases: Commencement
- 12A. Referral of Court Cases: Documents
- 12B. Referral of Court Cases: Other Provisions
13. Appointment of the Arbitrator or Arbitrators
14. Appointment of Substitute Arbitrator
15. Independence and Impartiality of the Arbitrator
16. Challenge of the Arbitrator
17. Parties' and Tribunal's Responsibility in Relation to Costs
18. Removal of Arbitrator
19. Jurisdiction of the Tribunal
20. Deposit towards Costs of the Arbitration
21. Centre's Management Fee
22. Powers of the Tribunal: Orders and Directions
23. Hearing and Statements of Evidence
24. Failure to Appear at Hearing
25. Decision-making by Tribunal
26. The Award
27. Summary Awards
28. Determination of Decisive Question of Law
29. Currency and Interest
30. Award of Costs of the Arbitration
31. Award of Party Costs
32. Signing of Awards
33. Awards to be Issued through the Registrar
34. Correction of Awards
35. Additional Awards

- 36. Exclusion of Liability
 - 37. Liability for Arbitrator's Fees
 - 38. Prior Claims
 - 39. Interpretation and Application of Rules
 - 40. Waiver
 - 41. Confidentiality
 - 42. Revision of Fee
-
- First Schedule: Expedited Domestic Arbitration Rules
 - Second Schedule: Documents Filed with or Channelled through the Registrar
 - Third Schedule: Centre's Management Fee

Rule 1 Scope of Application

- 1.1 These Rules apply to all cases:
- (a) where the parties have agreed in writing that their dispute is to be submitted or referred for arbitration under these Rules and where the case is a domestic case; or
 - (b) where the parties have agreed in writing that their dispute is to be submitted or referred to the Centre for arbitration under rules of the Centre generally and where the case is a domestic case; or
 - (c) where the parties have agreed in writing that their dispute is to be submitted or referred to the Centre for arbitration without specifying any particular set of rules and where the case is a domestic case.
- 1.2 A case is a domestic case for the purpose of these Rules where all the parties at the conclusion of the arbitration agreement had their places of business in Singapore and
- (a) where a substantial part of the obligations of the commercial relationship was to be performed in Singapore; or
 - (b) where the subject matter of the dispute is most closely connected with Singapore.
- 1.3 Any question whether a case is to be treated as a domestic case for the purpose of these Rules and falls to be arbitrated and administered under these Rules or should be arbitrated and administered under other rules of the Centre is determined by the Registrar, whose decision is final and is not subject to appeal or review.
- 1.4 The parties, by agreeing to submit or refer their dispute to the Centre for arbitration in any of the cases in Rule 1.1, agree both as between themselves and as between them jointly and the Centre, that the arbitration is to be administered by the Centre and conducted in accordance with these Rules as they are in force at the date of the commencement of the arbitration.
- 1.5 The parties, by agreeing to submit or refer their dispute to the Centre for arbitration in any of the cases in Rule 1.1, agree that these Rules take precedence over any and all provisions in the underlying contract between the parties relating to dispute resolution

by arbitration. However, these Rules yield to any agreement of the parties made after a dispute has arisen, provided that, and to the extent that such agreement, in so far as it seeks to modify any provisions of these Rules, is in accordance with Rule 2 (Modifications to the Rules).

- 1.6 An arbitrator accepting an appointment under these Rules agrees to be bound by the Rules in so far as they affect him.

Rule 2 Modifications to the Rules

2. The parties may agree on modifications to these Rules. However, for the proper administration of cases by the Centre:

- (a) Provisions relating to the Chairman's jurisdiction, rights, powers, functions and duties cannot be modified;
- (b) Provisions relating to the filing and serving of notices and other documents with the Registrar, provisions relating to the Registrar's jurisdiction, rights, powers, functions, and duties and generally all provisions referring to the Registrar, cannot be modified without the Registrar's written consent;
- (c) Provisions relating to the rights, powers, functions and duties of, and the parties' obligations and liabilities to, the Centre, and generally all provisions referring to the Centre, cannot be modified without the Registrar's consent; and
- (d) Rule 36 (Exclusion of Liability), Rule 37 (Liability for Arbitrator's Fees) and Rule 38 (Prior Claims) cannot be modified.

Rule 3 Expedited Domestic Arbitration Rules

3. The parties may agree at any time prior to or during the course of the arbitration to adopt the Expedited Domestic Arbitration Rules set out in the First Schedule. In that event, these Rules as modified by the provisions in the First Schedule apply.

Rule 4 Definitions

4. In these Rules, unless the context otherwise requires:

“Centre” means the Singapore International Arbitration Centre.

“Chairman” means the Chairman of the Centre and includes the Deputy Chairman.

“Registrar” means the Registrar of the Centre and includes an Assistant Registrar.

“Tribunal” means the sole arbitrator or all the arbitrators in an arbitration, as the case may be.

“These Rules” means the whole of the Domestic Arbitration Rules, and, where the parties have adopted the Expedited Domestic Arbitration Rules, then those Rules as well.

Rule 5 Electronic Communication

5. Without prejudice to the effectiveness of any other form of written communication, any written communication required to be made in connection with any arbitration under these Rules may be made by fax, e-mail or any other means of electronic transmission effected to the number, address or site of a party and is deemed to have been received if it is so transmitted and is deemed to have been received on the day of transmission.

Rule 6 Filing and Service of Documents

- 6.1 Documents required by these Rules to be filed with the Registrar must be filed with him, but except as so required, no documents in connection with the arbitration need be filed with the Registrar.
- 6.2 Directions and orders of the Tribunal must be filed with the Registrar. Correspondence touching on the progress of the arbitration, including steps to be taken in the arbitration and dates, must be copied to the Registrar.
- 6.3 All other documents may be filed with the Tribunal and served between the parties as required by these Rules, and need not be filed with the Registrar.
- 6.4 Except as provided in these Rules, the parties and the Tribunal are to communicate directly among themselves, and their communications need not be copied to the Registrar unless the Registrar requires them.
- 6.5 By way of a summary and guide, the Second Schedule sets out documents that must be filed with or channelled through the Registrar.

6.6 Where any notice or other document is required to be filed and served, it must be filed and served concurrently.

Rule 7 Notice of Arbitration

7.1 The Claimant commences the arbitration by filing with the Registrar and serving on the Respondent a Notice of Arbitration.

7.2 The Notice of Arbitration must include, or be accompanied by:

- (a) a demand or request that the dispute be referred for arbitration under these Rules;
- (b) the names, addresses, telephone and fax numbers and e-mail addresses of all parties to the arbitration and their representatives;
- (c) a reference to the arbitration agreement (copy attached) and the underlying contract;
- (d) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed, including, where available, the estimated quantum of claim; and
- (e) by reference to Rule 13, information regarding the number of arbitrators agreed; any person or persons jointly nominated for appointment as arbitrator under Rule 13.2; in cases falling under Rule 13.4, the Claimant's nomination of persons for appointment as arbitrator; the name, address, telephone and fax numbers and e-mail address of persons so nominated and, generally, any other relevant information or proposal about the Tribunal.

7.3 At the time of filing the Notice of Arbitration, the Claimant must make an initial deposit of \$1,000 with the Centre to account of the costs of the arbitration referred to in Rule 30.1.

7.4 The date of filing of the Notice of Arbitration with the Registrar is the date of commencement of the arbitration for the purpose of these Rules.

Rule 8 Response to Notice of Arbitration

- 8.1 The Respondent must, within 14 days of receipt of the Notice of Arbitration, file with the Registrar and serve on the Claimant a Response containing:
- (a) a confirmation or denial of all or part of the claims;
 - (b) a brief statement of the nature and circumstances of any intended counterclaim, including, where available, the estimated quantum of the counterclaim; and
 - (c) the Respondent's position in regard to other matters raised in the Notice of Arbitration, particularly those in Rule 7.2(e).
- 8.2 At the time of filing the Response, the Respondent must make an initial deposit of \$1,000 with the Centre to account of the costs of the arbitration referred to in Rule 30.1.

Rule 9 Filing of Case Statements

- 9.1 Not earlier than 14 days but not later than 21 days after the filing of the Notice of Arbitration, the Claimant must file with the Registrar and serve on the Respondent a Statement of Claimant's Case.
- 9.2 Within 21 days after service of the Statement of Claimant's Case, the Respondent must file with the Registrar and serve on the Claimant a Statement of Respondent's Case and Counterclaim (if any).
- 9.3 If the Claimant wishes to challenge anything in the Statement of Respondent's Case or defend the counterclaim, it must, within 21 days after service of the Statement of Respondent's Case and Counterclaim, file with the Registrar and serve on the Respondent a Statement of Claimant's Reply and Defence to Counterclaim.
- 9.4 No further case statements may be filed without the leave of the Tribunal.
- 9.5 The Tribunal may on the application of a party extend the time limits provided in Rules 9.1, 9.2 and 9.3. If at the time an extension is sought the Tribunal has not been constituted, the application may be made to the Registrar, and the Registrar may similarly grant such extensions.

- 9.6 The party required to file a case statement must at the same time deposit with the Registrar for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of arbitrators constituting or who will constitute the Tribunal.
- 9.7 A case statement required to be filed, served and deposited must be filed, served and deposited at the time prescribed or allowed, whether or not the Tribunal has then been constituted.
- 9.8 The Registrar as soon as practicable transmits to the Tribunal a file containing the Notice of Arbitration, the Response, and the case statements.
- 9.9 Within 21 days after receiving the file from the Registrar, the Tribunal must, after consultation with the parties, issue orders and directions for the further conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Rule 10 Contents of Case Statements

10. The case statement of either party must contain the fullest possible particulars of the party's claim, defence or counterclaim. It must contain a comprehensive statement of the facts supporting the party's position with the fullest particulars. It must set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations. Where a party denies any allegation or statement of the other party, it must state fully its reasons for doing so. If a party intends to put forward a version of events different from that given by the other party, it must also state fully its own version. A case statement must be signed by or on behalf of the party making it. Where a case statement exceeds 30 pages (A4 size paper double spacing), a synopsis of not more than 5 pages must be attached.

Rule 11 Default in Filing and Serving Case Statements

- 11.1 Unless the parties otherwise agree or the Tribunal otherwise allows:
- (a) if the Claimant fails to file and serve a Statement of the Claimant's Case within the time provided in Rule 9.1 or within any extended time allowed under Rule 9.5, the arbitration is deemed to have been terminated;

- (b) if the Respondent fails to file and serve a Statement of the Respondent's Case and Counterclaim (if any) within the time provided in Rule 9.2 or within any extended time allowed under Rule 9.5, the Respondent is debarred from serving one; and
- (c) if the Claimant fails to file and serve a Statement of the Claimant's Reply and Defence to Counterclaim within the time limit provided in Rule 9.3 or within any extended time allowed under Rule 9.5, the Claimant is debarred from serving one.

11.2 If the Respondent is debarred from serving the Statement of the Respondent's Case or the Claimant is debarred from serving its Statement of the Reply and Defence to Counterclaim, the Tribunal may proceed with the arbitration and make an award on the claim (or the counterclaim, as the case may be). The party seeking the award must, notwithstanding the debarment, still adduce evidence in support of the claim or counterclaim.

Rule 12 Referral of Court Cases: Commencement

- 12.1 Parties to an action or other proceedings in any court in Singapore may, on their own or on the suggestion of the court or its officers, agree in writing to refer their claims or part of their claims to the Centre for resolution by arbitration. These Rules apply subject to the following rules in this Rule 12 and subject to anything contained in the agreement or in any court order made upon such agreement.
- 12.2 No Notice of Arbitration need be filed. The writ or other originating process in the court proceedings serves as the equivalent of a Notice of Arbitration. The arbitration is deemed to have commenced on the date of the commencement of the court proceedings. The plaintiff or the party in the position of a plaintiff in the court action is the Claimant in the arbitration and the defendant or the party in the position of the defendant is the Respondent.
- 12.3 The referral to the Centre is effected by the Claimant filing with the Registrar and serving on the other party a Notice of Referral identifying the court proceedings and the parties, the date of the agreement to refer and the terms of the agreement, and indicating the matters set out in Rule 7.2(e) in so far as they are applicable.
- 12.4 At the time of filing of the Notice of Referral, the Claimant must make an initial deposit of \$1,000 with the Centre to account of the costs of the arbitration referred to in Rule 30.1.

- 12.5 Within 14 days after service of the Claimant's Notice of Referral, the Respondent must file with the Registrar and serve on the Claimant a Response to Notice of Referral indicating its position in regard to the matters in Rule 7.2(e) in so far as they are applicable.
- 12.6 At the time of filing the Response to Notice of Referral, the Respondent must make an initial deposit of \$1,000 with the Centre to account of the costs of the arbitration referred to in Rule 30.1.

Rule 12A Referral of Court Cases: Documents

- 12A.1 Together with its Notice of Referral, the Claimant must file with the Registrar a Volume of Court Documents consisting of a copy of the writ, pleadings, affidavits, court orders and other relevant documents which had been filed or made in the court proceedings and which are to be used in the arbitration. The Claimant must also deposit with the Registrar for eventual transmission to the Tribunal an additional copy or copies of the Volume of Court Documents according to the number of arbitrators constituting or who will constitute the Tribunal.
- 12A.2 The Volume of Court Documents must be prepared in consultation with the Respondent. Where there is any disagreement as to the inclusion of any document, the document must be included, with a note about the disagreement.
- 12A.3 Subject to any orders or directions to be made by the Tribunal, the pleadings filed in the court proceedings serve as the case statements required to be filed under these Rules. Any affidavits of evidence-in-chief filed in the court proceedings serve as the Statements of Evidence which are required to be made under Rule 23.
- 12A.4 Where no pleadings have been filed in the court proceedings, case statements must be filed, deposited and served within the times set out in Rules 9.1 to 9.3, the Statement of Claimant's Case to be filed, deposited and served within 21 days after the filing of the Notice of Referral instead of the time stated in Rule 9.1.
- 12A.5 Where some pleadings, but not all, have been filed in the court proceedings, the equivalent case statement in place of the pleadings not filed, must be filed and served, the first such case statement to be filed, deposited, and served within 21 days after the filing of the Notice of Referral, and subsequent case statements, if any, to be filed, deposited and served within the times stated in the relevant rules of Rule 9.

12A.6 The Registrar as soon as practicable transmits to the Tribunal a file containing the Notice of Referral and Response to the Notice of Referral, the Volume of Court Documents and any case statements that have been deposited with him.

12A.7 The whole of Rule 9, as modified by the preceding rules of this Rule 12A, applies.

Rule 12B Referral of Court Cases: Other Provisions

12B.1 Unless the parties agree to a stay of the court proceedings, a notice of discontinuance of the claim and / or counterclaim must be filed in the court proceedings upon referral of the case to the Centre.

12B.2 Rule 13 (Appointment of the Arbitrator or Arbitrators) applies except that in Rule 13.3 the reference to the commencement of the arbitration is to be read as a reference to the date of filing of the Claimant's Notice of Referral and in Rule 13.4, the reference to the Notice of Arbitration and Response is to be read as a reference to the Notice of Referral and Response to Notice of Referral.

Rule 13 Appointment of the Arbitrator or Arbitrators

13.1 A sole arbitrator is to be appointed unless the parties, after the dispute has arisen, have agreed otherwise.

13.2 If a sole arbitrator is to be appointed, and the parties are able to so agree, they may jointly nominate up to three persons for appointment by the Chairman of the sole arbitrator.

13.3 If no joint nomination is made within 21 days after the commencement of the arbitration, the sole arbitrator is appointed by the Chairman without reference to the parties.

13.4 If three arbitrators are to be appointed, two of them are appointed by the Chairman on the nomination of the parties. Each party is entitled to nominate up to three persons for appointment by the Chairman of one arbitrator from the persons nominated. The Claimant must give notice of its nomination in its Notice of Arbitration and the Respondent must give notice of its nomination in its Response. Failure to give such notice is a waiver of the right to nominate. In that event, the arbitrator concerned will be appointed by the Chairman without reference to the party who had the right to nominate but has failed to so nominate. The third arbitrator, who will be the presiding arbitrator, is appointed by the Chairman without reference to either party. However, the fact that a person has been

nominated by either party according to the preceding part of this Rule 13.4, does not preclude his appointment as the third and presiding arbitrator.

13.5 A provision in the underlying contract for appointment of two arbitrators or for the appointment of two arbitrators and an umpire, is taken as a provision for the appointment of a sole arbitrator, unless the parties, after the dispute has arisen, have agreed for three arbitrators to be appointed, in which event three arbitrators are appointed and Rule 13.4 applies accordingly.

13.6 The terms of appointment of all arbitrators arbitrating under these Rules are fixed by the Registrar in consultation with the arbitrator concerned.

Rule 14 Appointment of Substitute Arbitrator

14. In the event of the death or resignation of an arbitrator, a substitute arbitrator must be appointed by the same procedure by which the arbitrator concerned was appointed. In the event that no substitute arbitrator is appointed by such procedure within 21 days from the event, the Chairman makes the appointment.

Rule 15 Independence and Impartiality of the Tribunal

15.1 An arbitrator, including an arbitrator appointed on the nomination of a party, must, in relation to all matters in the arbitration, act wholly independently of, and impartially as between, the parties.

15.2 When a person is approached in connection with a possible appointment as an arbitrator, he must disclose all circumstances likely to give rise to justifiable doubts as to his impartiality or independence. After his appointment, he remains under a continuous obligation to the parties and to the Registrar to disclose any such circumstances which might arise after his appointment.

Rule 16 Challenge of the Arbitrator

16.1 An arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to his impartiality or independence.

16.2 An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties.

16.3 A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.

- 16.4 A party challenges the arbitrator by filing with the Registrar and serving on the arbitrator and the other party a Notice of Challenge setting out detailed grounds for the challenge. Where the Tribunal is composed of more than one arbitrator, the Notice of Challenge must also be served on the other arbitrators.
- 16.5 The Notice of Challenge must be filed and served within 21 days from the appointment of the arbitrator or within 21 days of the circumstances mentioned in Rules 16.1 to 16.2 becoming known to the challenging party. Once the 21 days have lapsed, the party loses its right to challenge.
- 16.6 When an arbitrator has been challenged by one party, the other party may agree to the challenge, in which event the arbitrator's mandate terminates. The arbitrator may also on his own withdraw from his appointment. Neither such agreement nor withdrawal implies acceptance of the validity of the grounds of the challenge. In either case, a substitute arbitrator must be appointed and Rule 14 similarly applies.
- 16.7 If within 14 days of the Notice of Challenge, the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge is made by the Chairman. The Chairman has power to award costs in respect of the challenge. The Chairman's decision (including his decision on costs) is final and is not subject to appeal or review.
- 16.8 If the Chairman sustains the challenge, a substitute arbitrator must be appointed and Rule 14 similarly applies.
- 16.9 Notwithstanding any pending challenge, the arbitration must proceed as if there was no challenge.

Rule 17 Parties' and Tribunal's Responsibility in Relation to Costs

- 17.1 The Tribunal must conduct the arbitration with expedition and in such a way as to minimise delay and cost.
- 17.2 The Registrar has general oversight over the fees of the Tribunal, and in appropriate cases may, on his own motion or at the request of a party, seek explanations or justifications from the Tribunal.
- 17.3 The parties and their representatives must do all things within their power to minimise delay and cost.

Rule 18 Removal of Arbitrator

- 18.1 The Chairman has power, on the application of a party, to remove an arbitrator:
- (a) who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
 - (b) who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.
- 18.2 The arbitrator concerned is entitled to appear and be heard at the hearing of the application to remove him.
- 18.3 The Chairman's decision on the application is final and is not subject to appeal or review.
- 18.4 Upon the removal of an arbitrator, a substitute arbitrator must be appointed and Rule 14 similarly applies.

Rule 19 Jurisdiction of the Tribunal

- 19.1 The Tribunal has power to rule on its own jurisdiction, including any objection with respect to the validity of its own appointment and any objection with respect to the existence, termination or validity of the arbitration agreement. For this purpose, an arbitration clause which forms part of a contract is treated as an agreement independent of the other terms of the contract. Accordingly, a decision by the Tribunal that a contract is null and void without a specific ruling invalidating the arbitration clause, does not invalidate the clause.
- 19.2 An objection that the Tribunal lacks jurisdiction must be raised as soon as the grounds of objection become known to the party seeking to raise it. An objection with respect to the existence, termination or validity of the arbitration agreement must be raised not later than in the Response filed under Rule 8.1 or 12.5.
- 19.3 An objection during the course of the arbitral proceedings that the Tribunal is exceeding the scope of its authority must be raised as soon as possible after the matter alleged to be beyond its authority comes to the knowledge of the party seeking to raise it.
- 19.4 The Tribunal may admit an objection later than the time specified in Rule 19.2 or 19.3 if it considers the delay justified.
- 19.5 The Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on

an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.

Rule 20 Deposit towards Costs of the Arbitration

- 20.1 The parties are jointly and severally liable for the costs of the arbitration referred to in Rule 30.1. As between the parties on the one part and the Tribunal or the Centre on the other, the parties remain so liable notwithstanding the provisions for the bearing of the costs of the arbitration by the parties or either of them in Rules 30.2 and 30.7.
- 20.2 The Registrar will from time to time upon consultation with the Tribunal request the parties to make a deposit or deposits with the Centre to account of the costs of the arbitration referred to in Rule 30.1 in addition to the deposits made by the parties under Rules 7.3 and 8.2. The parties must comply with such requests.
- 20.3 In the event that a party fails to comply with the request, and the Registrar gives the party 14 days' notice calling attention to this Rule 20.3 and the party still fails to comply, that party's claim or counterclaim, as the case may be, is deemed to be withdrawn, and the Registrar will inform the parties and the Tribunal accordingly.
- 20.4 Any interest earned from deposits made under these Rules is retained by the Centre.

Rule 21 Centre's Management Fee

- 21.1 The Claimant is liable to the Centre for the Centre's management fee based on the amount of its claim, as set out in the Third Schedule. A Respondent who makes a counterclaim is similarly liable to the Centre for the Centre's management fee based on the amount of its counterclaim, as set out in the Third Schedule.
- 21.2 Where the amount of the claim or counterclaim is not quantifiable at the time payment of the management fee is due, the management fee will be based on a provisional estimate to be made by the Registrar. The management fee will be adjusted in the light of such information as may subsequently become available.
- 21.3 Half of the management fee is payable upon the filing of the Statement of Claimant's Case or the Statement of Respondent's Case and Counterclaim, as the case may be, and the balance is payable not later than 21 days before the hearing. In the event that the arbitration is settled or otherwise disposed of without a hearing, the amount of the management fee payable is determined by the

Registrar, who will have regard to all the circumstances of the case, including the stage of the proceedings at which the arbitration is settled or otherwise disposed of.

- 21.4 In the event that the management fee due is not paid within the time stated and the Registrar gives the party concerned 14 days' notice calling attention to this Rule 21.4 and the party still fails to comply, that party's claim or counterclaim, as the case may be, is deemed to be withdrawn, and the Registrar will inform the parties and the Tribunal accordingly.

Rule 22 Powers of the Tribunal: Orders and Directions

22.1 The Tribunal has power to:

- (a) order any party to provide security for the legal or other costs of any other party by way of deposit with the Centre or bank guarantee or in any other manner the Tribunal thinks fit;
- (b) order the correction of any contract or arbitration agreement in accordance with the substantive rules of law applicable; and
- (c) allow other parties to be joined in the arbitration with their express consent, and make a single final award determining all disputes between them.

22.2 The Tribunal also has power to:

- (a) allow any party, upon such terms (as to costs or otherwise) as it may determine, to amend any case statements or other documents filed in the arbitration;
- (b) extend or abbreviate any time limits provided by these Rules or by the Tribunal's orders or directions;
- (c) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- (d) order discovery of documents and interrogatories;
- (e) order the preservation and interim custody of any evidence for the purposes of the proceedings;
- (f) order the inspection, photographing, preservation, interim custody or sale of any property which is the subject matter of the dispute;

- (g) order samples to be taken from, or observations to be made of or experiments to be conducted upon, any property which is the subject matter of the dispute; and
- (h) order access to premises for any of the purposes set out in (e), (f) and (g) above.

22.3 The Tribunal otherwise has the widest discretion within the law to give orders and directions in respect of or in connection with the arbitration and for the just, expeditious, economical and final determination of the dispute.

22.4 In the case of a three-member Tribunal, procedural directions and orders, including those under Rule 22.2 (but not those under Rule 22.1) may be made by the presiding arbitrator after consultation with the other members of the Tribunal.

22.5 All directions and orders of the Tribunal must be made or confirmed in writing to the parties. The Tribunal must file a copy of all such directions and orders with the Registrar.

Rule 23 Hearing and Statements of Evidence

23.1 The parties may agree that the arbitration is to be conducted and the award is to be made on the basis only of the evidence filed and written submissions made without any hearing.

23.2 Except as otherwise provided in Rules 23.1 and 24, the Tribunal must hold a hearing for the presentation of evidence and submissions by both parties. The hearing must be held as soon as reasonably possible and in any event ordinarily not later than 9 months after the date of commencement under Rule 7 or after the date of referral under Rule 12.

23.3 In order that all points of controversy between the parties should be dealt with in writing as fully as possible in advance of the hearing, the parties must exchange Statements of Evidence. There must be at least two exchanges of Statements of Evidence, an initial exchange followed by an exchange of reply Statements of Evidence. The exchanges take place on dates to be ordered by the Tribunal.

23.4 A party must set out its evidence in full in its Statements of Evidence and answer fully in its reply Statements of Evidence all points and issues raised by the other party which it does not, or does not fully, accept. All documents in support of any evidence must be produced and referred to in the relevant Statement of Evidence.

- 23.5 The Statements of Evidence and reply Statements of Evidence must be signed by the persons making them, but need not be sworn or affirmed.
- 23.6 The Statements of Evidence and reply Statements of Evidence serve as evidence-in-chief at the hearing. Unless otherwise ordered, the hearing takes the form principally of confirmation on oath or affirmation of the Statements of Evidence and reply Statements of Evidence, and cross-examination of the makers of the statements. Unless the party entitled to cross-examine dispenses with it, the maker of any Statement of Evidence must be made available for cross-examination at the hearing. If he fails to attend, the Tribunal may place such weight on his Statement of Evidence as it thinks fit, or exclude it altogether. No evidence which a party could have included in its Statements of Evidence or reply Statements of Evidence is admitted at the hearing except by way of cross-examination or in response to matters arising at the hearing, or with the leave of the Tribunal.
- 23.7 The Tribunal must give each party a reasonable opportunity of presenting its case and dealing with that of its opponent. Subject to that, the Tribunal may impose time limits on the length of examination or cross-examination of witnesses, or of oral submissions.
- 23.8 The Tribunal otherwise conducts the hearing in such manner as it thinks just and expedient.

Rule 24 Failure to Appear at Hearing

- 24.1 If any party after being duly notified of the hearing of the arbitration, fails to appear at the hearing, the Tribunal may proceed with the hearing in the absence of that party, and make an award (including an award on the claim or counterclaim or for its dismissal) based on such evidence as may be presented by the party seeking the award.
- 24.2 If any party after being duly notified of the hearing of an application for orders or directions, fails to appear at the hearing, the Tribunal may proceed with the hearing in the absence of that party, and make such orders and directions as it sees fit.

Rule 25 Decision-making by Tribunal

25. Except as provided in Rule 22.4, where the Tribunal is composed of more than one arbitrator, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If there is no unanimity or majority, it is made by the presiding arbitrator alone as if acting as a sole arbitrator.

Rule 26 The Award

- 26.1 The Tribunal must make its award in writing as soon as possible after the close of hearing. In any event, it must make its award not later than 45 days after the close of hearing unless the Registrar on the application of the Tribunal allows otherwise.
- 26.2 The Tribunal may make a consent award if all the parties so require.
- 26.3 Except in the case of a consent award and except where all the parties agree otherwise, an award must state the reasons on which it is based.
- 26.4 The Tribunal may make separate awards on different issues at different times. Unless otherwise ordered by the Tribunal, such awards, provided they are in terms (monetary or otherwise) capable of enforcement, are individually enforceable as soon as they are made.

Rule 27 Summary Awards

- 27.1 Upon the expiry of the time limited or allowed for the filing of all the case statements under Rule 9 but not later than 21 days after the expiry, if a party considers that there is no valid defence to its claim or any substantial part of its claim, it may file with the Tribunal and serve on the other party a notice of its intention to apply for a summary award on the claim or that part of the claim. "Claim" in this Rule includes a counterclaim.
- 27.2 The notice must be accompanied by an affidavit or affidavits stating the full facts and detailed grounds on which the applicant says that there is no defence to the claim or the relevant part of the claim.
- 27.3 A copy of the notice must be filed with the Registrar, but affidavits and other materials in the application need not be filed with him.
- 27.4 Within 21 days after service of the notice and affidavit(s), the other party must, if it wishes to contest the application, file and serve an affidavit or affidavits in opposition. The applicant must file any reply affidavit or affidavits within 14 days after that. No further affidavit must be filed without leave of the Tribunal.
- 27.5 The Tribunal hears the application and may:
- (a) make a summary award; or
 - (b) make an order dismissing the application; or

(c) make an order requiring security for the applicant's claim or part of the claim.

27.6 The Tribunal's award or order must be made in writing and should normally be made within 21 days after close of hearing.

27.7 Costs are in the discretion of the Tribunal. However, where the application is dismissed, costs are to be awarded against the applicant unless there is good reason to order otherwise.

27.8 Rule 26.3 and Rule 26.4 apply to a summary award made under this Rule.

Rule 28 Determination of Decisive Question of Law

28.1 Either party may at any stage of the arbitration by notice filed with the Tribunal and served on the other party, apply for an issue of law or interpretation of any document to be decided by the Tribunal where such issue can be disposed of without the arbitration going through its full course and where the determination of the issue will finally determine a claim or a substantial part of a claim or a substantial issue arising in the arbitration.

28.2 A copy of the notice must be filed with the Registrar, but no other material in the application need to be filed with him.

28.3 The Tribunal hears the application and may make an award and / or issue orders and directions for the further conduct of the arbitration as appropriate. The Tribunal's award must be made in writing and should normally be made within 21 days after close of hearing.

28.4 Rule 26.3 and Rule 26.4 apply to an award made under this Rule.

Rule 29 Currency and Interest

29.1 The Tribunal may make an award in any currency as it considers just.

29.2 The Tribunal may award simple or compound interest on any sum awarded at such rate or rates and in respect of such period or periods ending not later than the date of compliance with the award as the Tribunal considers just.

Rule 30 Award of Costs of the Arbitration

- 30.1 In this Rule, “costs of the arbitration” include:
- (a) the fees and expenses of the Tribunal;
 - (b) the costs of expert advice and of other assistance required by the Tribunal; and
 - (c) expenses reasonably incurred by the Centre in connection with the arbitration.
- 30.2 Unless the parties agree otherwise, the Tribunal must in its award determine the proportion in which the parties are to bear the costs of the arbitration and the management fee paid or payable under Rule 21. If any part of the costs of the arbitration and management fee ordered to be borne by a party has been paid by the other party, the latter has the right to reimbursement or recovery from the former.
- 30.3 On the award being made, the Registrar renders a statement of account of the deposits made, the management fee paid or payable, and the costs of the arbitration due, as well as the amount one party is entitled to be reimbursed by the other in accordance with the award of the Tribunal under Rule 30.2.
- 30.4 Any party dissatisfied with any aspect of the statement of account may, within 7 days after its issue, make a request in writing to the Registrar for a review. On the conclusion of the review, the Registrar issues a Certificate of Costs of Arbitration certifying the matters set out in Rule 30.3.
- 30.5 Where no request for review is made, the Registrar issues the Certificate of Costs of Arbitration upon the expiry of the period of 7 days after issue of the statement of account.
- 30.6 The Certificate of Costs of Arbitration issued under Rule 30.4 or 30.5 forms, and takes effect as, part of the award.
- 30.7 If, before the final award is made, the arbitration is concluded by agreement of the parties, or the arbitration is abandoned or suspended, or the continuation of it becomes otherwise unnecessary or impossible, then, unless the parties agree otherwise, the parties are to bear the costs of the arbitration equally. If either party objects to that, the liability of the parties is to be decided by the Tribunal. The Tribunal may order that the whole of the costs of the arbitration be borne by one party, or that the parties share them equally or in some other proportion (in the latter case stating what proportion). Rules 30.3 to 30.5 similarly apply. If an award is made by consent or otherwise, Rule 30.6 applies as well.

Rule 31 Award of Party Costs

- 31.1 In this Rule 31, “party costs” means the legal and other costs incurred by a party for, in connection with, and incidental to, the arbitration.
- 31.2 Unless the parties agree otherwise, the Tribunal must in its award deal with the question of party costs. In the light of all the circumstances of the case, the Tribunal may order that each party bear its own party costs, or it may order that the whole of the party costs of one party or a proportion of them (in the latter case stating the proportion) be borne by the other party.
- 31.3 Failing agreement between the parties, the amount of party costs ordered to be borne by a party must be fixed by the Tribunal.
- 31.4 Any party dissatisfied with the fixing by the Tribunal under Rule 31.3 may, within 7 days after the fixing make a request in writing to the Registrar for a review. On the conclusion of the review, or if there is no request for a review, on the expiry of the period of 7 days from the fixing, the Registrar issues a Certificate of Party Costs.
- 31.5 The Registrar has power to award costs of the review, and to fix their amount. The amount of any costs of the review ordered and fixed will be added to the party costs certified.
- 31.6 The Registrar’s Certificate of Party Costs forms, and takes effect as, part of the award.
- 31.7 If before the final award is made, the arbitration is concluded by agreement of the parties, or the arbitration is abandoned or suspended, or the continuation of it becomes otherwise unnecessary or impossible, then, unless the parties agree otherwise, each party is to bear its own party costs. If either party objects to that, the liability of a party for the party costs of the other party is to be decided by the Tribunal. The Tribunal may order that each party bear its own party costs, or it may order that the whole of the party costs of one party or a proportion of them (in the latter case stating what proportion) be borne by the other party. Rules 31.3 to 31.5 similarly apply. If an award is made by consent or otherwise, Rule 31.6 applies as well.

Rule 32 Signing of Awards

32. All awards must be signed by the sole arbitrator or all the arbitrators, as the case may be. Where there is no unanimity, the signature of a majority of the arbitrators is sufficient. Where the presiding arbitrator renders an award in the absence of unanimity or a majority as

provided in Rule 25, the signature of the presiding arbitrator alone is sufficient. In all cases where the award is not signed by all the arbitrators, the reason for the omitted signature or signatures must be stated.

Rule 33 Awards to be Issued through the Registrar

33.1 All awards must be issued through the Registrar. The Tribunal must deliver to the Registrar a number of originals of the award sufficient for the parties and for filing with the Registrar.

33.2 Where any costs of the arbitration or management fee are outstanding, the Registrar releases the award to the parties only upon their full settlement.

Rule 34 Correction of Awards

34.1 A party may, within 14 days of receipt of the award, by notice served on the other party and the Tribunal and filed with the Registrar, request the Tribunal to correct in the award any error in computation, any clerical or typographical error or any error of a similar nature. If the Tribunal considers the request to be justified, it makes the correction within 14 days of receipt of the request.

34.2 The Tribunal may correct any error of the type referred to in Rule 34.1 on its own initiative within 28 days of the date of the award.

34.3 Any correction made under Rule 34.1 or 34.2 is to be set out in a separate correction award. The correction award forms, and takes effect as, part of the main award.

Rule 35 Additional Awards

35. A party may, within 14 days of receipt of the award, by notice served on the other party and the Tribunal and filed with the Registrar, request the Tribunal to make an additional award in respect of claims presented in the arbitral proceedings but not dealt with in the award. If the Tribunal considers the request justified, it makes an additional award within 21 days of receipt of the request. The additional award forms, and takes effect as, part of the main award.

Rule 36 Exclusion of Liability

36.1 Neither the Centre, nor the Chairman, nor any of the Centre's officers, employees or agents, is liable for anything done or omitted in the discharge or purported discharge of any power, function or

duty under these Rules or in connection with any arbitration under these Rules.

36.2 Neither the Centre, nor the Chairman, nor any of the Centre's officers, employees or agents, is liable for anything done or omitted by any arbitrator, his employees or agents in the discharge or purported discharge of his powers, functions and duties as an arbitrator under these Rules.

36.3 An arbitrator is not liable for anything done or omitted in the discharge or purported discharge of his powers, functions and duties as an arbitrator in the absence of bad faith.

36.4 Rule 36.3 applies to an employee or agent of an arbitrator as it applies to the arbitrator himself.

Rule 37 Liability for Arbitrator's Fees

37. As provided in Rule 20.1, the parties are jointly and severally liable for the fees and expenses of the Tribunal. The Centre merely acts as the agent of the Tribunal in the collection of its fees and expenses and in the collection of deposits towards such fees and expenses, but is not liable except to account for the deposits so collected.

Rule 38 Prior Claims

38. The Centre has prior claims over amounts standing on deposits to account of the costs of the arbitration for the Centre's management fee and expenses incurred for, in connection with, or incidental to, the arbitration in respect of which the deposits have been made.

Rule 39 Interpretation and Application of Rules

39.1 These Rules have been drafted as a self-contained set. Accordingly, in the interpretation and application of these Rules, no undue weight is to be placed on any difference in wording between any of these Rules and the corresponding provisions in any other set of rules of the Centre.

39.2 In the interpretation and application of these Rules, regard is to be had to their purpose of promoting a just, expeditious and cost-effective means of settling disputes by arbitration.

39.3 In all matters not expressly provided for in these Rules, all parties concerned must act in the spirit of these Rules, and the omission

may be filled by analogy with the express provisions of these Rules or otherwise as may be just and convenient.

Rule 40 Waiver

40. A party who knows that any provision of, or requirement under, these Rules has not been complied with and yet proceeds with the arbitration without promptly stating its objection to such non-compliance, waives its right to object.

Rule 41 Confidentiality

40. The parties and the Tribunal must at all times treat all matters relating to the arbitration (including the existence of the arbitration) and the award as confidential. A party or any arbitrator must not, without the prior written consent of the other party or the parties, as the case may be, disclose to a third party any such matter except:

- (a) for the purpose of making an application to any competent court;
- (b) for the purpose of making an application to the courts of any State to enforce the award;
- (c) pursuant to the order of a court of competent jurisdiction;
- (d) in compliance with the provisions of the laws of any State which is binding on the party making the disclosure; or
- (e) in compliance with the request or requirement of any regulatory body or other authority which, if not binding, nonetheless would be observed customarily by the party making the disclosure.

Rule 42 Revision of Fee

42. The fee set out in the Third Schedule is subject to revision from time to time. Any revision will be published and the revised fee will apply only to arbitrations commenced after the date of publication.

FIRST SCHEDULE
Expedited Domestic Arbitration Rules (Rule 3)

Article 1 Adoption of the Expedited Domestic Arbitration Rules

1. The parties may agree at any time prior to or during the course of the arbitration to adopt these Expedited Domestic Arbitration Rules, and in that event the Domestic Arbitration Rules apply with the modifications set out in the following articles.

Article 2 Number of Arbitrators

- 2.1 There is to be only one arbitrator notwithstanding any agreement to the contrary made before or after the dispute has arisen.
- 2.2 The sole arbitrator is appointed in accordance with Rules 13.2 and 13.3, except that in Rule 13.3 the reference to 21 days after the commencement of the arbitration is to be read as a reference to 14 days after the commencement of the arbitration. In a case falling under Rule 12 (Referral of Court Cases) that reference in Rule 13.3 is to be read as a reference to 14 days after the filing of the Notice of Referral.

Article 3 Statements of Evidence

- 3.1 In lieu of the case statements required under Rule 9, the parties file, deposit and serve Statements of Evidence in form and content as provided for in Rules 23.4 and 23.5.
- 3.2 The Statements of Evidence must be filed, deposited and served at the following times:
 - (a) the Claimant's Statements of Evidence: at the time of filing the Notice of Arbitration or within 21 days after that;
 - (b) the Respondent's Statements of Evidence: within 21 days after service of the Claimant's Statements of Evidence; and
 - (c) the Claimant's reply Statements of Evidence: within 21 days after service of the Respondent's Statements of Evidence.
- 3.3 Rules 9.4 to 9.7 apply to the Statements of Evidence as they apply to case statements.

- 3.4 Where a case has been referred to the Centre from a court under Rule 12, if no affidavit evidence-in-chief has been filed in the court proceedings, Statements of Evidence must be filed and served. Articles 3.2 and 3.3 apply by analogy, with the date of filing of the Notice of Referral being substituted for the date of the filing of the Notice of Arbitration.

Article 4 Payment of Fee

- 4.1 Rule 21 (Centre's Management Fee) applies, except that in Rule 21.3, the references to the filing of the Statement of Claim and Counterclaim are to be read as references to the filing of the Claimant's Statements of Evidence and the Respondent's Statements of Evidence respectively.
- 4.2 The Registrar as soon as practicable transmits to the Tribunal a file containing the Notice of Arbitration or Referral, the Response to Notice of Arbitration or Referral, and the Statements of Evidence.

Article 5 Tribunal to Give Directions

5. Within 14 days after receiving the file from the Registrar, the Tribunal must, after consultation with the parties, give orders and directions for the further conduct of the arbitration, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Article 6 Hearing

6. Rule 23 applies with the following modifications:
- (a) the hearing, if one is to be held, must ordinarily be held within 3 months after the filing of the Notice of Arbitration or Notice of Referral, instead of 9 months as provided in Rule 23.2; and
 - (b) the provisions for the exchanges of Statements of Evidence in Rule 23.3 do not apply.

Article 7 Award

7. The award must ordinarily be issued within 28 days after close of hearing.

SECOND SCHEDULE
Documents Filed with or Channelled through the Registrar (Rule 6)

1. Correspondence touching on the progress of the arbitration (Rule 6.2)
2. Notice of Arbitration (Rule 7.1)
3. Notice of Referral (Rule 12.3)
4. Response to Notice of Arbitration (Rule 8.1)
5. Response to Notice of Referral (Rule 12.5)
6. Case statements (Rules 9.1, 9.2, 9.3, 12A.4 and 12A.5)
7. Volume of Court Documents (Rule 12A.1)
8. Statements of Evidence (Article 3.1 of the Expedited Domestic Arbitration Rules)
9. Orders and directions of Tribunal (Rules 6.2 and 22.5)
10. Notice of application for summary awards (Rule 27.1)
11. Notice of application to determine question of law (Rule 28.1)
12. All awards (Rule 33.1)
13. Notice for correction of award and additional award (Rules 34.1 and 35)

THIRD SCHEDULE
Centre's Management Fee (Rule 21)
(Effective 1 September 2002)

Amount of Claim / Counterclaim (S\$)	Fee Payable (S\$)
Up to \$250,000	\$1,750 (Minimum)
\$250,001 - \$1,000,000	\$1,750 + 0.15% of excess over \$250,000
\$1,000,001 - \$5,000,000	\$2,875 + 0.075% of excess over \$1,000,000
\$5,000,001 and above	\$5,875 + 0.03% of excess over \$5,000,000
Maximum	\$10,000