

FOR IMMEDIATE RELEASE

MEDIA RELEASE

Singapore Chamber of Maritime Arbitration introduces model clause to provide for maritime and international trade arbitration matters to be heard by the Singapore International Commercial Court

Since the Singapore Chamber of Maritime Arbitration (SCMA) established itself as an independent arbitration institution in 2009, there has been a steady increase in SCMA arbitrations seated in Singapore. The growing popularity of Singapore for maritime and international trade arbitrations compares well with London, the traditional seat and centre of the maritime legal world.

2 As for the Singapore International Commercial Court (SICC), its growing reputation for effective adjudication of applications pertaining to international commercial arbitrations that are seated in Singapore has been built on the significant contributions to the jurisprudence on such matters (including in relation to the recovery of costs) through the judgments that the SICC has handed down, as well as the relatively fast turnaround time for disposal of such applications.

3. Building on the joint successes of both institutions in ensuring efficient and effective resolution of arbitration-based maritime and international trade disputes, and bearing in mind that a vast majority of SCMA cases continue to be seated in Singapore, SCMA is introducing a jurisdiction model clause where parties designate the SICC as the supervisory court to hear IAA-related applications.

4 This collaboration between SCMA and SICC is expected to further enhance Singapore's position as a leading hub for maritime and international trade arbitrations. Users of the SCMA arbitration rules will benefit from the quick turnaround of applications, as observed from the SICC judgments that have been released, as well as from the costs awards that are more reflective of actual costs involved in such applications by the successful party.

5 “Singapore is a global legal hub that offers the full suite of dispute resolution services. With the SICC Jurisdiction Model Clause, the same menu of services is now offered to users of the SCMA arbitration rules that are specially tailored for the maritime and international trade industries,” said Mr Chao Hick Tin SC, Chairman of the SCMA.

6 “The SICC is a trusted neutral forum for international commercial dispute resolution. It exercises supervisory jurisdiction over international arbitration seated in Singapore. I commend SCMA for its introduction and promotion of a jurisdictional model clause combining SCMA arbitration with SICC as the supervisory court.”, said Justice Philip Jeyaretnam, President of the SICC.

7 The jurisdiction model clause introduced by SCMA is enclosed in **Annex A** below and may also be found on the website of the SCMA. A generic jurisdiction model clause introduced by the SICC earlier this year for any international arbitration seated in Singapore is contained in the latter part of **Annex A** and may also be found on the SICC website. Parties may incorporate this clause into their contracts, or at any other time such as after a dispute has arisen.

ISSUED BY:

**Singapore Chamber of Maritime Arbitration
Singapore International Commercial Court
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About SICC

The Singapore International Commercial Court (SICC) is a division of the Singapore High Court. Established in 2015, it is a leading and trusted neutral forum for effective transnational dispute resolution. The SICC bench comprises eminent international and local Judges with expertise in commercial disputes (including in specialised fields, such as shipping and maritime law). Described as “arbitration in litigation”, the SICC combines the best practices of international arbitration with expertise in international commercial law. Procedures are flexible and may be tailored to suit parties’ preferences in many aspects, and foreign lawyers may represent parties in certain circumstances. Yet the SICC retains the key advantages of litigation such as the availability of appeals and published judgments, as well as issuing orders for the joinder of third and related parties – vital in multi-party/multi-contract scenarios. Parties around the world choose to resolve their disputes before the SICC because it offers a truly unique and cost-effective dispute resolution option.

For more information, please visit www.sicc.gov.sg



About SCMA

The SCMA is an independent non-profit organisation committed to promoting international arbitration as a viable and efficient means of dispute resolution for the maritime and international trade sectors. It is recognised as one of the leading maritime arbitration institutions globally.

For more information, please visit www.scma.org.sg

ANNEX A

SCMA Jurisdiction Model Clause

In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree: (a) to commence such proceedings before the Singapore International Commercial Court (“the SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.

Notation to Jurisdiction Model Clause

The Singapore International Commercial Court (“SICC”) is a specialised division of the General Division of the Singapore High Court (“General Division”) that focuses on international commercial disputes, including those concerning shipping and international trade. Court proceedings instituted pursuant to the International Arbitration Act 1994 may be commenced in either the SICC or the General Division.

The SICC is also a first instance trial court with special features that make it an ideal forum to resolve complex cross-border, multi-jurisdictional disputes where arbitration is not the mode selected by parties to resolve the dispute.

Orders made by the SICC are Orders of the General Division. An appeal against a decision of the SICC will be heard by the Court of Appeal. Some features that distinguish the SICC from the General Division include:

- a) a Bench that includes leading jurists from foreign jurisdictions, many of whom are experienced in shipping and international trade, and several of whom have been admitted to the SCMA Panel of Arbitrators;*
- b) representation in certain matters by foreign lawyers who have been registered with the SICC;*
- c) applying flexible procedures, including those relating to disclosure of documents and rules of evidence; and*
- d) third-party funding for, and conditional fee agreements in relation to, costs, in arbitration proceedings commenced in the SICC.*

For further information about the SICC, please refer to its website: <https://www.sicc.gov.sg/>. Other sources include the Singapore Supreme Court of Judicature Act 1969 and the Singapore International Commercial Court Rules 2021, both of which are accessible at <https://sso.agc.gov.sg/>.

SICC Model Clause for Agreement that proceedings under International Arbitration Act 1994 be commenced before, and heard and adjudicated by, the Singapore International Commercial Court

In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 [in relation to the arbitration]*, the parties agree: (a) to commence such proceedings before the Singapore International Commercial Court (“the SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.

** The words in square brackets are to be inserted only in a case where the agreement forms part of an arbitration clause.*