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PLENARY ADDRESS

"The critical role of the courts in arbitral disputes: Conceptualising the partnership between the courts and arbitration"

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Mr Davinder Singh, Senior Counsel, Chairman of SIAC;
Ms Lucy Reed, President SIAC Court of Arbitration;
Distinguished guests;
Ladies and gentlemen,

Introduction

1 Good morning. Thank you for inviting me to address the SIAC Symposium 2023. It is a pleasure to be speaking to this distinguished gathering of arbitration practitioners and academics.

2 My subject today is the role of the courts in arbitral disputes, a role that I feel is underappreciated by some in the arbitration community. As you well know, when parties choose arbitration, they opt out of the default method by which they would have otherwise resolved their disputes, that is, through the national court system. This opting out is not, however, for all seasons and for all time. The thesis of my address is that the court plays a critical and integral role in the arbitration process. Through the decisions of

*I would like to thank Chng Luey Chi, judicial legal clerk of the Supreme Court of Singapore, for assisting in the preparation of this paper.

the court, the basic features of arbitration are reinforced, and it is the court that ensures that arbitration functions as an effective mode of dispute resolution.

3 I will begin with a brief overview of the relationship between the courts and arbitration. Then, I will cover three topics. The first is the role of the court in setting the boundaries of arbitration. The second concerns how the court supports arbitration through interim orders. The final topic concerns the court's role in the setting aside and enforcement of arbitral awards.

An overview on the relationship between the courts and arbitration

4 The relationship between the courts and arbitration has been described in varying terms. The authors of "Redfern & Hunter on International Arbitration" have described it as alternating "between forced cohabitation and true partnership".[1] Others have queried whether there is a competition between the courts and arbitration.[2] Perhaps most colourfully, Professor Julian Lew has described the relationship as one where "international arbitration can be envisaged as a giant squid which seeks nourishment from the murky oceanic world where the domain of international arbitration and national jurisdiction meet".[3] I do not quite agree with that description—in my opinion, at least in Singapore, over the past decades the courts have played a vital role in settling the waters so that all

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1 Nigel Blackaby, Constantine Partasides, Alan Redfern & Martin Hunter, *Redfern and Hunter on International Arbitration (*Oxford University Press, 5th ed, 2009) at 438.

2 James Allsop, "National Courts and Arbitration: Collaboration or Competition?"

3 Julian D M Lew, "Does National Court Involvement Undermine the International Arbitration Processes?" American University International Law Review 24, no. 3 (2009) at 493.

involved in arbitration here have a clear view of what to expect when they seek the assistance of the courts.

5 I think there can be little dispute that courts are vital to the functioning and workability of arbitration. Even the most ardent supporters of arbitration as a freestanding form of dispute resolution accept that parties opting for arbitration are likely to require the assistance of the national court, whether it be in the form of obtaining emergency interim relief from the court or in enforcing an arbitral award.[4] As stated by Professor Julian Lew, "just as no man or woman is an island, so no system of dispute resolution can exist in a vacuum".[5]

6 Beyond the involvement of the courts in the resolution of particular disputes, the courts are key to ensuring the legitimacy of arbitration, which is essential to the longevity and repute of arbitration as a dispute resolution mechanism.[6] In the words of Menon CJ, "despite arbitration's roots in party choice, national courts remain the final gatekeepers of the legal fitness of arbitral awards and processes".[7]

7 On an even broader level, given the significant place arbitration has made for itself in global and domestic commerce, co-operation between the courts and arbitration is necessary to maintain "a sound system of commercial dispute resolution". This brings about "order to commerce and

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4 Lord Thomas of Cwmgiedd, "Commercial Dispute Resolution: Courts and Arbitration", Lecture delivered at National Judges College, Beijing (6 April 2017).

5 Julian D M Lew, "Does National Court Involvement Undermine the International Arbitration Processes?" American University International Law Review 24, no. 3 (2009) at 492.

6 *Ibid* at 492 and 493.

7 Chief Justice Sundaresh Menon, "Standards in Need of Bearers: Encouraging Reform from Within" (Paper presented at the Chartered Instituted of Arbitrators, Singapore Centenary Conference, Singapore, 3 September 2015).

finance" and "helps to give the stability that is essential to the peace and prosperity of all our societies".[8]

8 It is thus clear that the relationship between the courts and arbitration should not be antagonistic or acrimonious. Arbitration and national court systems are not competitors. Instead, they are partners in the international dispute resolution project, and it "behoves each to do the best it can in the service of the cause of justice".[9]

Setting the boundaries – questions of jurisdiction and arbitrability

9 I begin with a discussion of the role of the court in setting the boundaries of arbitration. The court does so in two ways: the first is in relation to issues of jurisdiction; and the second is in relation to questions of arbitrability.

On jurisdiction

10 Jurisdiction is an essential pre-condition to an arbitral tribunal's ability to resolve a dispute. An arbitral tribunal's jurisdiction is derived primarily from the arbitration agreement between the parties. Ensuring that an arbitral tribunal is properly clothed with jurisdiction is vital to the legitimacy of the process.

11 In this regard, the court plays an important role. One obvious way in which the court does so is provided for in Art 16(3) of the Model Law (incorporated through the International Arbitration Act 1996 ("**IAA**")),

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[8] Lord Thomas of Cwmgiedd, "Commercial Dispute Resolution: Courts and Arbitration", Lecture delivered at National Judges College, Beijing (6 April 2017).

[9] *Arbitration in Singapore: A Practical Guide* (Sundaresh Menon ed-in-chief) (Sweet & Maxwell, 2nd Ed, 2018) at para 1.066.

which provides that parties have recourse to a court to review a tribunal's ruling on the issue of jurisdiction.

12 Another way in which the court ensures the integrity of the tribunal's jurisdiction is by sifting through objections that *purport* to challenge a tribunal's jurisdiction when these objections, in fact, go towards the merits of a tribunal's decision. An important analytical tool that has been accepted as part of Singapore law in discerning the nature of the challenge is the recognition of the distinction between objections that go towards the *jurisdiction* of the tribunal and those that go towards the *admissibility* of a claim. To distinguish between the two, the Singapore courts have adopted the "tribunal versus claim test". This test is underpinned by a consent-based analysis in which the court considers whether the objection is targeted at the *tribunal* or the *claim*, whilst using party consent as a "touchstone" in ascertaining whether the objection is jurisdictional in nature: see *BBA and others v BAZ and another appeal* [2020] 2 SLR 453 ("***BBA***") at [77]–[78]). The test has been applied by the Court of Appeal in several cases: in *BBA* itself, the Court held that issues of time bar arising from statutory limitation periods go towards admissibility (*BBA* at [80]); in another decision, it was held that a tribunal's decision on the *res judicata* effect of a prior decision was not a decision on jurisdiction, but a decision on admissibility (*BTN and another v BTP and another* [2021] 1 SLR 276 at [71]).

13 The "jurisdiction/admissibility" distinction has been adopted in other jurisdictions. Most recently, in the case of *C v D* [2023] HKCFA 16 ("***C v D***"), four members of the 5 judge coram of the Hong Kong Court of Final Appeal ("**HKCFA**") endorsed the recognition of the distinction between a challenge to the admissibility of a claim and a challenge to the jurisdiction

of the arbitral tribunal. Mr Justice Ribeiro PJ explained that the distinction serves as a "helpful aid to construction when deciding whether an objection warrants judicial interference", namely: where consent to the tribunal's authority is negated (at [51]). In Justice Ribeiro's view the "jurisdiction/admissibility" distinction is "rooted in the nature of arbitration itself". This is because a tribunal's jurisdiction to conduct an arbitration rests entirely on the parties' consent as expressed in the arbitration agreement, and it therefore follows that only challenges to the validity or existence of the arbitration agreement or which otherwise deny the challenger's consent to the arbitration go towards the tribunal's *authority* (at [39]–[40]).

14 In *C v D*, the appeal before the HKCFA arose from D's supposed failure to comply with a pre-arbitration condition that parties were to conduct negotiations before referring the dispute to arbitration. On this footing, C sought to set aside the arbitral award made in favour of D on the ground that the arbitral tribunal lacked jurisdiction. C's appeal was dismissed. In the main, the HKCFA held that the main dispute between the parties and the dispute as to the compliance with the pre-arbitration condition under the agreement fell within the parties' contemplation and intended scope of arbitration. The majority of the HKCFA further held that C's challenge was aimed at the *admissibility* of the claim. Properly understood, C's challenge was that the claim had been prematurely referred to arbitration because the prescribed pre-conditions had not been followed through (at [66]). This was not a challenge aimed at denying consent to the tribunal, and accordingly, it was not a challenge to the tribunal's jurisdiction.

15 Parenthetically, the HKCFA's approach towards the issue of non-satisfaction of pre-arbitration requirements differs from that of the

Singapore courts. In *International Research Corp PLC v Lufthansa Systems Asia Pacific* [2014] 1 SLR 130 ("***IRC***"), the Court of Appeal held that a failure to comply with a pre-arbitration requirement was to be treated as a potential jurisdictional defect on the part of the tribunal. The court in *IRC* did not apply the "jurisdiction/admissibility" distinction and focused instead on whether the pre-arbitration requirements constituted conditions precedent that were sufficiently certain to be enforceable, and if so, whether they had been complied with. There has been some local commentary arguing that the approach in *IRC* should be reconsidered, and that the Singapore courts should apply the "jurisdiction/admissibility" distinction where there has been an alleged failure to comply with a pre-arbitration requirement.[10] Whether this ought to be the case is, however, a discussion for another day.

16 The point to be made here is that the courts play a significant role in sifting through objections that purport to be challenges to the arbitral tribunal's jurisdiction when they are, in fact, challenges to the tribunal's decisions on the merits. By ensuring that only objections which show a defect in or failure to consent to arbitration are taken as jurisdictional challenges, the court reinforces the notion that the arbitral tribunal's authority to conduct an arbitration is premised on the parties' *consent*. In this regard, the court's role cannot be minimised.

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[10] Chan, Darius and Soon, Joel, "Non-satisfaction of pre-arbitration requirements: Moving away from conditions precedent towards the admissibility of a claim - NWA v NVF" (2022) *Singapore Journal of Legal Studies*. 1-14. Research Collection Yong Pung How School of Law.

On arbitrability

17 I now turn to the issue of arbitrability. The essential question in arbitrability is whether the subject matter of the issue is of such a nature as to make it contrary to public policy for that dispute to be resolved by arbitration (*Tomolugen Holdings Ltd and another v Silica Investors Ltd and other appeals* [2016] 1 SLR 373 ("***Tomolugen***") at [75]).[11] It has been observed that "no specific subjects have been identified by statute as being not arbitrable" (*Aloe Vera of America, Inc v Asianic Food (S) Pte Ltd* [2006] 3 SLR(R) 174 ("***Aloe Vera***")), and that the task of tracing the proper contours of arbitrability falls to the courts (*Tomolugen* at [75]).

18 There appears to be general agreement that certain *types* of disputes are arbitrable, for instance, whether a person is the alter ego of a company (*Aloe Vera*), and that other types of disputes, such as avoidance of transactions in bankruptcy or winding-up claims by a company in liquidation (*Larsen Oil & Gas Pte Ltd v Petropod Ltd* [2011] SGCA 21),[12] are not arbitrable. While this is not an incorrect summary of the law, this approach can be potentially misleading. Properly understood, the question of arbitrability requires careful consideration of whether the dispute raises public policy concerns, and whether these concerns are of such a nature that they should be determined by the court instead of by privately appointed adjudicators. Therefore, while it is not incorrect to refer to certain *types* of disputes as being arbitrable, it should be borne in mind that this is analytical

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11 Darius Chan, Paul Tan and Nicholas Poon, *The Law and Theory of International Commercial Arbitration* (SAL Academy Publishing, 2022) at 2.130.

12 *Arbitration in Singapore: A Practical Guide* (Sundaresh Menon ed-in-chief) (Sweet & Maxwell, 2nd Ed, 2018) at paras 10.027 and 10.028.

shorthand that should not eclipse the actual enquiry that underlies the determination of the arbitrability of a dispute.

19 An interesting illustration of the role public policy plays is presented by the decision of the English Court of Appeal in *Soleymani v Nifty Gateway (The Competition and Markets Authority intervening*) [2022] EWCA Civ 1297 ("***Soleymani***"). Essentially, that court declined to stay court proceedings initiated in England by a UK-based non-fungible token ("**NFT**") collector (the "**Collector**") against the American operator of a NFT marketplace (the "**Operator**") in breach of an arbitration agreement entered into between the Collector and Operator providing for arbitration in New York. The arbitration agreement was contained in the terms of an auction contract for the online sale of such NFTs and the dispute essentially concerned an issue of misrepresentation over what was being auctioned. This was the sort of commercial dispute that is regularly determined by arbitral tribunals. The English Court of Appeal, however, ordered that the validity of the arbitration agreement be determined by the English High Court because the Collector's challenge to the validity of the arbitration agreement was based on his *rights under UK law as a consumer*. The judgment highlighted that the Collector's claim had "implications for consumers in general in this jurisdiction [that is, the United Kingdom] and that it is important that they are considered and ruled upon in public by a court" (at [151]). From the policy viewpoint, bearing in mind UK laws for consumer protection, it was important that the English court should decide the issue of the validity of the arbitration agreement rather than leaving it to the arbitral tribunal in New York (at [143]).

20 Beside adjudicating on the substantive question of whether a dispute is arbitrable, the court also provides guidance on a more preliminary issue, that is, what law determines the arbitrability of a dispute. In the recent decision of *Anupam Mittal v Westbridge II Investments Holding* [2023] 1 SLR 349 ("***Anupam***"), the Singapore Court of Appeal held that at the pre-award stage, subject matter arbitrability should be determined based on the law applicable to the arbitration agreement and, if that is a different law, also the law of the seat of the arbitration. Applying this approach, the Court of Appeal held that the dispute in *Anupam* was arbitrable as, although the main contract was governed by Indian law which considered the subject matter of the dispute unarbitrable, Singapore law was both the law of the arbitration agreement and the law of the seat and under Singapore law claims of corporate mismanagement and oppression are arbitrable. What the decision in *Anupam* illustrates is the court's role in providing clarity on how arbitrability is determined.

Strengthening interim relief and support for arbitration

21 I now move on to the role of the court in providing support for arbitration. One way the court does so is through court-ordered interim measures. These measures play an important role in arbitration notwithstanding the wide powers of tribunals. This is because there are occasions where arbitral tribunals are unable to provide quick enough assistance, such as where the tribunal has not yet been constituted or because the rules governing the arbitration do not permit one party hearings. Under s 12A of the International Arbitration Act, the General Division of the High Court is conferred with substantially the same powers as are available to arbitral tribunals in the making of interim measures.

22 While the court and arbitral tribunals possess similar powers in relation to the making of interim measures, there remain differences between interim measures obtained from the court and interim measures obtained from an emergency arbitrator. A recent article comparing interim relief obtained through the emergency arbitration process in the SIAC and from the court noted three such differences. One of these concerns the consequences of the orders obtained.[13] Where interim relief is obtained from an emergency arbitrator, failure to comply with the award or order does not carry with it the consequences of contempt until the award is enforced by a court. In contrast, emergency interim relief obtained from the court carries with it the consequences of contempt right from the outset.[14] This is an undeniably important consideration for parties seeking urgent interim relief: in such situations, parties would desire that the order obtained carry real and immediate consequences to compel the counterparty to abide by the order. It is therefore understandable why parties may, in certain circumstances, prefer to obtain interim relief from a court as compared to an emergency arbitrator.

23 Incidentally, where parties have decided to turn to the court for relief and have chosen Singapore as the seat of their arbitration, parties may obtain interim relief from the Singapore International Commercial Court if they have adopted the recently revised "SIAC Model Clause". Under the SIAC Model Clause, parties are able to elect the SICC as the supervisory court of

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13 Eddee Ng and Foo Zhi Wei, "The Emergency Arbitration Process under the SIAC Rules 2016: A Comparison with Court-ordered Interim Measures under s 12A of the International Arbitration Act 1994" [2023] SAL Prac 4.

14 *Ibid* at paras 10–17.

the arbitration, and consequently, obtain interim relief from the SICC if necessary.

24 Apart from court-ordered interim measures, the court's support for arbitration extends to the enforcement of emergency arbitral awards obtained in foreign-seated arbitrations. In the recent decision of *CVG v CVH* [2022] SGHC 249, the Singapore High Court held, for the first time, that emergency arbitral awards obtained in foreign-seated arbitrations are capable of enforcement in Singapore. In that case, the defendant sought to set aside the enforcement of an emergency interim award obtained in an arbitration seated in Pennsylvania. The High Court judge rejected the defendant's submission that the IAA does not provide for the enforcement of foreign awards made by emergency arbitrators. On a purposive interpretation of the IAA, the Judge found that the statute allowed for the enforcement of emergency arbitral awards obtained in foreign-seated arbitrations.

Collaborating on enforcement

25 This brings me to the last part of my address where I touch on the role of the courts in the setting aside and enforcement of arbitral awards. The judiciary in Singapore has taken a strong pro-arbitration stand by adopting a policy of minimal judicial interference in arbitration proceedings. When faced with a setting-aside application, the preferred approach of the court is to read the award supportively and in a manner that is likely to uphold it rather than to destroy it (*CNQ v CNR* [2022] 4 SLR 1150 at [49]).

26 The majority of challenges to arbitral awards in Singapore involve assertions of breach of natural justice. Not many of these challenges are

successful. A recent article observed that, in 2022, there were at least 11 cases in the High Court or the Court of Appeal involving applications to set aside awards based on a breach of natural justice. Of the 11 cases, only four succeeded in setting aside the award, either in part or in full.[15] This is unsurprising when one recalls the high threshold for setting aside an arbitral award for a breach of natural justice: as noted by the Court of Appeal, it is only in "exceptional cases that a court will find threshold crossed" (*China Machine New Energy Corp v Jaguar Energy Guatemala LLC and another* [2020] 1 SLR 695 at [87]).

27 An example of an exceptional case is the Singapore High Court's decision in *Sai Wan Shipping Ltd v Landmark Line Co Ltd* [2022] 4 SLR 1032 ("***Sai Wan Shipping***"), which concerned a dispute between an owner of a vessel (the "**Owner**") and the charterer of the vessel (the "**Charterer**"). The court set aside the final award issued by the arbitrator in favour of the Owner on the basis that breaches of natural justice in the making of a peremptory order had prejudiced the Charterer's rights.

28 The court found that the breaches of the rules of natural justice began with the arbitrator's fixing of the time period for the Charterer's service of defence submissions without any input from the Charterer (at [57]); it continued with the arbitrator's failure to give the Charterer an opportunity to address him on the latter's alleged failure to serve the defence

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[15] Teresa Wu and Stephanie Hung, "Review of Recent Singaporean Cases on Setting Aside of Arbitral Awards For Breach of Natural Justice (Part 1)" (October 2022) Hong Kong Lawyer, The Official Journal of the Law Society of Hong Kong < https://www.hk-lawyer.org/content/review-recent-singaporean-cases-setting-aside-arbitral-awards-breach-natural-justice> (accessed on 28 July 2023); see also Teresa Teresa Wu and Stephanie Hung, "Review of Recent Singaporean Cases on Setting Aside of Arbitral Awards For Breach of Natural Justice (Part 2)" (November 2022) Hong Kong Lawyer, The Official Journal of the Law Society of Hong Kong < https://www.hk-lawyer.org/content/review-recent-singaporean-cases-setting-aside-arbitral-awards-breach-natural-justice-0 > (accessed on 28 July 2023).

submissions within the stipulated timeframe, which was the premise of the arbitrator's decision to issue a peremptory order (at [64]); it was sustained further by the arbitrator's failure to give the Charterer the opportunity to address him in relation to the Charterer's breach of the peremptory order (at [66]); and it occurred, once again, when the arbitrator failed to give the Charterer the chance to be heard on whether the peremptory order ought to be enforced (at [69]). On enforcement of the peremptory order, the arbitrator disallowed the Charterer from making submissions on the merits of the Owner's claim, which led to the making of the final award in favour of the Owner (at [74]).

29 This litany of clear breaches was truly exceptional and, I am happy to say, not at all the norm in arbitral proceedings here. Indeed, in most instances, parties trying to set aside awards against them on this ground have a hard time pointing out the flaws in the process and have to be extremely creative when they try to craft an arguable case.

30 In this connection, the courts in Singapore have also resisted attempts to expand the contours of the principles of natural justice. The two key principles of natural justice are that (a) the adjudicator must be disinterested and unbiased; and (b) the parties must be given adequate notice and opportunity to be heard (*Soh Beng Tee & Co Pte Ltd v Fairmount Development Pte Ltd* [2007] 3 SLR(R) 86 at [43]). Some jurisdictions such as Australia and New Zealand have accepted that there is a third limb of natural justice, that being the "no evidence rule". Briefly, the rule states that awards premised on findings of fact made without any evidential basis are liable to be set aside for breach of natural justice (*TMM Division Maritima SA de CV v Pacific Richfield Marine Pte Ltd* [2013] 4 SLR 972 at [118]).

Whether such a rule was part of Singapore law was unclear until the recent decision in *CEF and another v CEH* [2022] 2 SLR 918 where the Court of Appeal expressly declined to adopt the "no evidence rule". The Court of Appeal held that adopting the "no evidence rule" would "run contrary to the policy of minimal curial intervention in arbitral proceedings" (at [102]). The Court of Appeal also agreed with the view of the Judge below that the adoption of the rule would constitute "impermissible invitation to the courts to reconsider the merits [of] a tribunal's findings of fact as though a setting-aside application were an appeal" (at [102]).

31 Looking beyond the court's role in the setting aside of arbitral awards, the court also plays an important role in the enforcement of awards. While enforcement of an award is largely mechanical in nature (in that the court simply undertakes a formalistic examination of the matter) (*Aloe Vera* at [27]), it remains an overarching aim of the court "to facilitate the enforcement of arbitral awards" (*National Oilwell Varco Norway AS (formerly known as Hydralift AS) v Keppel FELS Ltd (formerly known as Far East Levingston Shipbuilding Ltd* [2022] 2 SLR 115 ("***National Oilwell***") at [95]). There are two cases which exemplify the court's approach.

32 The first is the case of *National Oilwell*. The respondent, Keppel FELS Ltd ("**Keppel**"), entered into a contract with Hydralift A/S ("**Hydralift**") in 1996 which contained an arbitration agreement. In 2007, Keppel commenced arbitration against Hydralift. Unbeknownst to Keppel, Hydralift had ceased to exist. By then, Hydraflift had merged with the appellant, National Oilwell Varco Norway AS ("**NOV Norway**"), and Hydralift had been struck off the Norwegian register of companies. NOV

Norway, in the name of Hydraflift, appeared in the arbitration, defended Keppel's claim successfully and succeeded in its counterclaim in the arbitration. NOV Norway then sought to enforce the award in the Singapore courts. Leave to enforce the award was granted by an Assistant Registrar. But the leave was then set aside by a High Court Judge on the basis that the award was made in favour of Hydralift, not NOV Norway.

33 The Court of Appeal reversed the decision of the High Court, holding that the power to enforce an arbitral award in a misnomer situation was not inconsistent with the mechanical approach to enforcement (at [76]). The court decided that in a true misnomer situation (that being one where the actual party to the arbitration has been referred to by an incorrect name), the enforcing court may deviate from the name used in the dispositive terms of an award (at [79]). In reaching this conclusion, the Court of Appeal noted that the role of the court is to uphold the arbitral process and facilitate the enforcement of arbitral awards whenever possible (at [95] and [116]), and that to refuse to enforce an award in a true misnomer situation would be to *obstruct* rather than facilitate the arbitral process (at [116]). On the facts of the case, the court held that NOV Norway was the same legal person as Hydralift following the mergers (at [53] and [72]), and that Hydralift was a misnomer for NOV Norway. Accordingly, the award was to be enforced.

34 The second case is the decision in *Re Shanghai Xinan Screenwall Building & Decoration Co, Ltd* [2022] 5 SLR 393. There, the High Court dismissed an application to set aside the registration of an award. One of the arguments raised by the applicant was that the parties had agreed for the dispute to be referred for arbitration to a non-existent arbitral institution, namely, the "China International Arbitration Center". For context, the China

International Economic and Trade Arbitration Commission (the "**CIETAC**") had accepted the arbitral reference and administered the parties' dispute. The Judge determined that his task was to construe the arbitration agreement between the parties to determine whether CIETAC was right to conclude that it was the selected arbitral institution. The Judge noted that an important principle in construing the agreement was the principle of effective interpretation in the law of arbitration. This principle aims to facilitate and protect party autonomy by striving to make an arbitration clause effective and workable. With this in mind, the Judge found that the parties intended to resolve their dispute by arbitration, and that the parties had CIETAC in mind when naming the arbitral institution to administer their arbitration (at [48]–[54]). Accordingly, the applicant's submission was rejected.

Conclusion

35 I would like to conclude by referring to the 2021 arbitration survey by Queen Mary University of London ("**QMUL**") and White & Case. That survey showed Singapore tying with London as the top seat of arbitration in the world. In the 2018 QMUL survey, Singapore was ranked as the third most popular seat for arbitration and in the 2015 QMUL survey, Singapore was ranked fourth. Singapore's ascendance as an arbitration hub is due to a confluence of several factors, one of which is the strong support that our courts give to arbitration as a respected alternative dispute resolution platform. With the courts and the arbitration community each carrying out their role and duties faithfully, I am confident that Singapore will be able to maintain its position as a leading arbitration seat.

36 Thank you.