

GUIDE TO  
**INTERNATIONAL  
ARBITRATION**  
IN  
**SINGAPORE INTERNATIONAL  
ARBITRATION CENTRE**  
**(SIAC)**

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# 1. Introduction

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In Asia SIAC (Singapore International Arbitration centre) has become a popular choice not only for Asians and Asia based companies, now many European companies are choosing Singapore for various reasons including efficiency, elaborate panel of reputed Arbitrators from all over the world, cost effective, speedy disposal of the proceedings, flexibility in appointment of arbitrators, speedy disposal of arbitration cases by Singapore Courts and globally executable of Singapore arbitral awards all over the world due to New York convention and other bilateral treaties with many other countries. That too due to the pendency and slow disposal of arbitration applications like interim orders, injunctions, appointment of commissioners, summoning of witnesses, appointment of arbitrators etc., by Indian courts many Indian Companies also choose Singapore as favourable destination for International arbitrations.

## **1.1 Procedural law:**

If parties wish to use SIAC as the arbitration centre they need to incorporate SIAC as the Institutional arbitration Centre Rules and Singapore law as the Procedural law. The parties can choose any other law as the law governing the contract. That means if there are any procedural challenges or cases they will be decided in Singapore courts as per Singapore law. But the arbitration will keep the governing law for interpretation of contracts and for deciding the case. Moreover in case if any one of the party wishes to challenge the arbitral award it has to go to the governing law country. But since Singapore is a signatory to New York Convention and also recognised by many countries the arbitral award passed in Singapore can be executed all over the world.

# 2. Arbitration clause

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The Singapore International arbitration centre has prescribed certain model arbitration clauses. Even though they need not be followed as it is a similar clause will help the parties to avoid any ambiguity.

## **2.1 Model:**

*Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by an Arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be*

*incorporated by reference in this clause. The tribunal consists of ..... arbitrators. The language of arbitration shall be .....*

Along with this parties can decide the appointment procedure also in the contract with time stipulation to avoid any wastage of time in appointing the arbitrators.

You should also specify the applicable law. This applicable law governs the contract.

### 3. Notice of Arbitration under SIAC Rules

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If the contract is breached or violated then any one of the party may decide to go for arbitration invoking the arbitration clause incorporated in the contract. Whichever party wishes to initiate the arbitration under the said rules should submit a notice of arbitration to SIAC with the following details:

- a)** demand of the claimant that the dispute be referred to arbitration;
- b)** the names, address(es), telephone number(s), facsimile number(s) and electronic mail address(es), if known, of the parties to the arbitration and their representatives, if any;
- c)** a reference to the arbitration clause or the separate arbitration agreement that is invoked by the claimant and a copy of it;
- d)** a reference to the contract (or other instrument [e.g., investment treaty]) out of or in relation to which the dispute arises and where possible, a copy of it;
- e)** a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
- f)** a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;
- g)** a proposal for the number of arbitrator(s) if this is not specified in the arbitration agreement;
- h)** unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- i)** any more information as to the applicable rules of law;

- j) any information as to the language of the arbitration; and
- k) payment of the requisite filing and other fees as prescribed in the SIAC Rules

Along with the above requirements the claimant must also file his claim statement along with the required annexures and documents. It is the duty of the claimant to serve the respondent with one copy of the claim petitions and the documents relied upon.

## 4. Commencement of Arbitration proceedings

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Once the claimant files all the above said documents along with the required fee, the registrar shall inform and notify the parties that the arbitration commenced.

### **4.1 Reply by the Respondent to the Notice of Arbitration:**

On receipt of the notification with regard to the commencement of arbitration the Respondent shall send to the Claimant a Reply within 14 days. The reply of the respondent filed in response to the claim petition should have and contain the following:

- a) acceptance or denial of all or part of the claims made by the claimant
- b) a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount
- c) any comment in response to any statements contained in the Notice of Arbitration under Rules 3.1 (f), (g), (h), (i) and (j) or any comment with respect to the matters covered in such rules; and
- d) Unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, agreement with Claimant's proposal for a sole arbitrator or a counter-proposal to that of the claimant.
- e) The Reply may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rules 17.3 and 17.4 of the SIAC Rules
- f) The Respondent shall at the same time send a copy of the Reply to the Registrar, together with the payment of the requisite filing fee for the counterclaim (if any), and

shall notify the Registrar of the mode of service of the Response employed and the date of service.

#### **4.2 Appointment of Arbitrators:**

SIAC has a panel of Arbitrators from different countries with different expertise and experience. But it is not necessary that the parties need to select one of those empanelled arbitrators only. If parties desire so they can choose from the panel or they can agree upon a different arbitrator. SIAC President has the right to approve the proposed arbitrator. Normally he does not reject the wish of the parties to appoint somebody as an arbitrator, he has the power to disagree with the parties.

Normally a sole arbitrator shall be appointed by SIAC unless the parties have agreed otherwise or unless it appears to the Registrar, giving due regard to any proposals by the parties, the complexity, the quantum involved or other relevant circumstances of the dispute, that the dispute warrants the appointment of three arbitrators. That kind of situation does not normally arise.

- 1) If the parties have already agreed that the arbitrator is to be appointed by one or more of the parties, or by any third person including the arbitrators already appointed, that procedure shall be treated as an agreement to nominate an arbitrator under these Rules.
- 2) In all cases, the arbitrators nominated by the parties, or by any third person including the arbitrators already appointed, shall be subject to appointment by the President in his discretion. He has the right to approve and appoint.
- 3) The SIAC President shall appoint an arbitrator as soon as possible. Any decision by the President to appoint an arbitrator under the SIAC Rules shall be final and not subject to any appeal.
- 4) The SIAC President may or may not appoint any nominee whose appointment has already been suggested or proposed by any party.
- 5) The terms of appointment of each arbitrator shall be fixed by the SIAC Registrar in accordance with the SIAC Rules and Practice Notes for the time being in force, or in accordance with the agreement between the parties to the arbitration.

#### **4.2 (i) Appointment of Sole Arbitrator**

Appointment of Sole Arbitrator is mostly in practice because it saves time and arbitration expenses. Hence many international contracts prescribe a procedure for an appointment or

they leave it to the wisdom of the Arbitration Institution. Since most of the International arbitrations are institutional arbitrations, the possibility of a biased verdict by a sole arbitrator becomes difficult and rare.

- a) Normally if parties do not specifically state in their contract about the number of arbitrators or if it is specified as the sole arbitrator then sole arbitrator will handle the matter. If a sole arbitrator is to be appointed as per the contract between the parties, both the parties can propose the names of one or more persons, one of whom appointed by the President would serve as the sole arbitrator.
- b) If within 21 days after receipt by the Registrar of the Notice of Arbitration, the parties have not reached an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall make the appointment as soon as practicable.

#### **4.2 (ii) Three Arbitrators**

In some international arbitration matters stakes are very high and matter involves complex and technical issues it becomes necessary to have three arbitrators panel so-that the matter can be understood properly and decision can be given by majority.

1. If as per the arbitration agreement, three arbitrators are to be appointed, each party shall nominate one arbitrator. Both the arbitrators jointly appoint the third one.
2. If a party fails to make a nomination within 14 days after receipt of a party's nomination of an arbitrator, or in the manner otherwise agreed by the parties, the President shall proceed to appoint the arbitrator on its behalf.
3. Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the time limit fixed by the parties or by the Registrar, the third arbitrator, who shall act as the presiding arbitrator, shall be appointed by the President.

#### **4.2 (iii) Multi-party Appointment of Arbitrators**

1. Where there are more than two parties in the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. In the absence of both such joint nominations having been made within 28 days of receipt by the Registrar of SIAC of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the President shall appoint all three arbitrators and shall designate one of them to act as the presiding arbitrator.

2. In situations where there are more than two parties in the arbitration, and one arbitrator is to be appointed, all parties are to agree on an arbitrator unanimously. In the absence of such a joint nomination having been made within 28 days of receipt by the SIAC Registrar of the Notice of Arbitration or within the period agreed by the parties or set by the Registrar, the President of SIAC shall appoint the arbitrator. If Parties reach an agreement on the nomination of a sole arbitrator then SIAC will also follow the same.

If within 21 days after receipt by the Registrar of the Notice of Arbitration, the parties are not able to reach an agreement on the nomination of a sole arbitrator, or if at any time either party so requests, the President shall make the appointment as soon as practicable.

### **4. 3 Qualifications of the Arbitrator**

Normally technology contracts, engineering contracts, investment contracts and infrastructure specify certain qualifications in the arbitration clause. Otherwise the arbitration agreements require only impartial arbitrators without any conflict of interest. Hence SIAC while appointing the arbitrators look into the following requirements:

- a) Educational qualifications
- b) Experience and exposure
- c) Independence and impartial
- d) Language of arbitration
- e) Seat and substantive law of arbitration

In case if there is a possibility for a doubt about the impartiality of an arbitrator, it is the duty of the arbitrator to disclose to the Registrar of SIAC. Then President will disclose it to the parties and if parties do not have any objection he continues.

### **4.4 Change of Arbitrators:**

SIAC normally discourages the change of arbitrators unless there is a compelling reason because it delays the proceedings and increases the cost of the arbitration. An arbitrator can be changed if there are justifiable reasons to believe that he may not be able to exercise his duties impartially due to some reasons

A party appointed arbitrator can be changed only if the party comes to know some fact later to the appointment of the arbitrator. If there are reasons to believe that the party was aware of the facts on which the change is requested, even before they appoint him as an arbitrator. When a party wants to change the arbitrator it needs to give the notice. If the other party also agrees for change of arbitrator or the arbitrator himself comes forward to withdraw then another arbitrator will be appointed in his place.

In the event of the death, resignation or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

After consulting with the parties, the President may in his discretion remove an arbitrator who refuses or fails to act, or in the event of a de jure or de facto impossibility of him performing his functions, or if he is not fulfilling his functions in accordance with the Rules or within the prescribed time limits.

#### **4.4 (i) Court decide with regard to change of arbitrator:**

In case other party do not agree for the change or if the arbitrator does not voluntarily withdraw himself from the proceedings then Singapore Court will decide the application for change. In case if the court agrees with the application it may remove the arbitrator by an order. But if the court rejects the application for changing the arbitrator of the party then the same Arbitrator shall continue.

#### **4.5 Repetition of the proceedings in case of change of Arbitrator:**

If the chairman of the arbitration tribunal or a sole arbitrator is replaced then the hearing will be repeated in consultation with the parties. If the other arbitrators are replaced by new ones, the tribunal will decide whether to repeat the proceedings or not after consulting the parties. Even if there is a change in the arbitration tribunal interim awards if any were passed by the earlier tribunal, they will not be disturbed by the new tribunal.

## 5. Conduct of the Arbitration Proceedings

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The special feature of SIAC which makes it a favourable International arbitration centre of the World is the efficient and cost effective handling of the proceedings. As soon as possible after the appointment of all arbitrators, the Tribunal shall conduct a preliminary meeting with the parties, in person or by any other means, to discuss the procedures that will be most appropriate and efficient for the particular case.

## 6. Filing Procedure

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Normally the claim petition should be sent to SIAC as well as the opposite party along with the notice of Arbitration. If not submitted, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail and the following documents:

- a) a statement of facts and pleadings supporting the claim;
- b) The legal grounds, questions of law and arguments supporting the claim; and
- c) The relief claimed together with the amount of all quantifiable claims.

### **6.1 Written Statement or Response of the Respondent along with counter claim:**

Unless already submitted earlier, the Respondent shall, within a period of time as permitted by the Tribunal, send to the Claimant a Statement of Defence setting out its full defence to the Statement of Claim, including without limitation, the facts and contentions of law on which it relies. The Statement of Defence shall also state any counterclaim with the required supporting documents.

### **6.2 Filing of Counter claim:**

In case the respondent wants to make a counter claim against the claimant he should file it along with the response to the claim of the claimant. It should be filed along with all supporting facts and circumstances and documents. It should be prepared like a claim to be filed in an arbitration. Hence the following should be part of the counter claim,

- a) statement of facts supporting the counter claim;
- b) the legal grounds or arguments supporting the counter claim; and
- c) The relief claimed together with the amount of all quantifiable counter claims.

### **6.3 Defence to the Counter claim of the Respondent:**

If a counterclaim is made by the respondent, the Claimant shall, within a period of time as determined by the **Arbitration** Tribunal, send to the Respondent a Statement of Defence to the Counterclaim stating in full details which of the facts and contentions of law in the Statement of Counterclaim it admits or denies, on what grounds it denies the claims or contentions, and on what other facts and contentions of law it relies.

### **6.4 Amendment to the Pleadings of the parties:**

Any of the parties to the arbitration may amend its claim, counterclaim or other submissions with the permission of the arbitration Tribunal. But if the tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or any possible prejudice to the other party or for any other reasons, it may reject it also. However, a claim or counterclaim can be amended in such a manner that the amended claim or counterclaim falls within the scope of the arbitration agreement.

The Tribunal shall in consultation with the parties, may decide which further submissions shall be required from the parties or not. If it finds it necessary the Tribunal shall fix the periods of time for communicating such further submissions.

All such submissions referred to shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.

### **6.5 Termination of Arbitration Proceedings:**

If the Claimant fails to submit his claim for any reason within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate in the best interest of the parties.

If the Respondent fails to submit a Statement of Defence within the specified time, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration and conclude on the basis of the available information and pleadings.

## 7. Seat of Arbitration

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In International arbitrations seat of arbitration is very important because it decides the procedural law. That means the procedural law decides the courts which will decide any dispute with regard to conducting of arbitration and pre arbitration issues. The parties should specify the seat of arbitration in the arbitration agreement itself. Failing such an agreement, the seat of arbitration shall be Singapore, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate.

## 8. Venue of Arbitration

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Even though the seat of arbitration is determined by the parties as Singapore the actual arbitration proceedings can be held in other places also. These places do not affect the powers attached to the seat of arbitration. The arbitration Tribunal can hold hearings and meetings by any means it considers expedient or appropriate and at any location it considers convenient or appropriate.

## 9. Language of Arbitration

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Normally all the international arbitration clauses specify the language of arbitration. In case if the parties have agreed otherwise, the Tribunal shall determine the language to be used in the proceedings. All the documents in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been established, the Registrar, may order that party to submit a translation of those documents in a form to be determined by the Tribunal or the Registrar. Language of arbitration also determines the qualification of an arbitrator, because a person who does not understand and communicate the language of arbitration cannot do justice to the parties.

## 10. Representatives of the Parties

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Normally parties are represented by legal professionals of their choice. It is not necessary that only the registered legal practitioners of Singapore can appear in the SIAC proceedings. But still it is advisable to have additional assistance of the local counsel as well.

## 11. Arbitration Hearings

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In many contracts parties agree for documents only arbitrations which exclude the rights of the parties to examine witnesses. If the parties have not agreed on documents-only arbitration, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including without limitation any issue as to jurisdiction.

The arbitration Tribunal in consultation with the parties shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice.

If any party to the proceedings fails to appear at a hearing without showing sufficient cause for such failure and prior permission from the tribunal, the Tribunal may proceed with the arbitration and may make the award based on the available submissions and evidence placed before it.

### **11.1 Confidentiality of Hearings:**

Normally all meetings and hearings in SIAC arbitration shall be in private, and any recordings, transcripts, or documents used shall remain confidential. But if parties agree otherwise SIAC does not have any problem to follow the wish of the parties to the arbitration.

## 12. Witnesses

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- Normally before the starting of the hearing, the Tribunal may require parties to give notice of the identity of witnesses, including expert witnesses, whom it intends to produce, the subject matter of their testimony and its relevance to the issues.
- The arbitration tribunal has discretion to allow, refuse or limit the appearance of witnesses after considering the relevancy of the witnesses. Any witness who gives oral evidence can be cross-questioned by other parties, their representatives and the Tribunal in such manner as the Tribunal determines.
- The Tribunal may direct the testimony (Chief Examination) of witnesses to be presented in written form, either as signed statements or sworn affidavits or any other form of recording. Any other party may request that such a witness should attend for oral examination and questioning. If the witness fails to attend after receiving the invite from the tribunal, the Tribunal may place such weight on the written testimony as it thinks fit, disregard it or exclude it altogether.
- The tribunal may permit any party or its representatives to interview any witness or potential witness (that may be presented by that party) prior to his appearance at any hearing.

## 13. Tribunal-Appointed Experts

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The arbitration tribunal may after consulting the parties, appoint an expert to evaluate and report on specific issues.

The tribunal may direct any party to give such expert any relevant information, or to produce or provide access to any relevant documents, goods or property for inspection.

Any expert so appointed shall submit a report in writing to the Tribunal only on the issues referred to it. Upon receipt of such a written expert report, the Tribunal shall deliver the copy of the report to all the parties to the arbitration and direct the parties to submit written comments on the report within a specified time limit.

If the Tribunal considers it necessary, any such expert shall, after delivering his written report, participate in a regular hearing. At the hearing, all the parties shall have the opportunity to question him on the issues dealt with in the report.

## 14. Others powers of Arbitration Tribunal

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In addition to the powers above mentioned and not in derogation of the mandatory rules of law applicable to the arbitration, the arbitration Tribunal under SIAC Rules shall have the following powers:

- A) Power to Correct the Errors in the Contract:** The arbitration tribunal has the powers to order the correction of any contract placed before it, but only to the extent required to rectify any mistake which it determines to have been made by all the parties to that contract. This power of the tribunal can be exercised only if the proper law of the contract allows rectification of such contract.
- B) Power to include third parties into the arbitration:** As per SIAC Rules no third parties can be included in the arbitration proceedings if they were not signatories of the contract. Hence if any party makes an appropriate application with convincing reasons the arbitration tribunal may allow one or more third parties to be joined in the arbitration, provided that such person is a party to the arbitration agreement, with the written consent of such third party, and thereafter make a single final award or separate awards in respect of the rights and liabilities of all parties;
- C) Power to Reduce or increase the Time limits:** The Arbitration tribunal may extend or reduce the time limits provided in the Rules or fixed by the tribunal except the following two items:
  - (a)** Rule 28.2 with regard to submission of the draft award to the Registrar of SIAC within 45 days from the date of closing of the proceedings
  - (b)** Rule 29.5, by which Registrar can extend the time limit to seek for interpretation of the award by parties;
- D) Power to conduct Enquiries:** In the interest of justice sometimes the tribunal may come to a conclusion that they need to conduct an enquiry into some matters related to the arbitration have the power to conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- E) Power to direct Production of Property:** In some cases the arbitration tribunal may come to a conclusion to direct a party or parties to produce any property or item available for inspection connected to the arbitration;
- F) Power to Preserve or store or sale or preserve:** In some cases the items involved in the arbitration may go waste if it is not properly preserved or stored in a proper condition.

In some other cases keeping certain items till the end of the arbitration may spoil the item and both the parties may lose the value. In such cases the tribunal on the application of any of the parties may order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject-matter of the dispute;

- G) Power to order Discovery of documents:** The tribunal on application by a party or suo-motu order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession or control which the Tribunal considers relevant to the case and material to its outcome;
- H) Power to issue an Award for unpaid Costs:** In some cases the tribunal might have ordered some costs and not made it a part of the operative portion of the award in such cases, execution becomes difficult and hence on the application of the party tribunal may issue an award for unpaid costs of the arbitration.
- I) Power of the tribunal to regulate evidence related aspects:** An arbitration tribunal may direct any party to give evidence of its witnesses by affidavit or in any other form.
- J) Power of the tribunal to direct parties to furnish security:** Pending arbitration proceedings some of the parties may sell or create third party rights on the properties involved and frustrate the outcome of the award in the arbitration proceedings. In such cases on the application of the parties the tribunal may direct the party to furnish a security or guarantee as it deems fit, in the facts and circumstances of the case.
- K) Handling non co-operating parties:** The tribunal can proceed with the arbitration notwithstanding the failure or refusal of any party to comply with the directions and SIAC Rules or with the orders or directions or any partial award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate.
- L) Determination of law applicable:** In some arbitration agreements the parties fail to decide the laws determine the law applicable to the arbitral proceedings while entering into the contract. In such cases the arbitration tribunal has powers to determine the law applicable in that case.

## 15. Questions relating to Jurisdiction of SIAC

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The issue of Jurisdiction may be taken by any one of the parties during the arbitration or even before the appointment of the tribunal by the parties. There are three stages in which

parties raise the issue of Jurisdiction of SIAC to deal with and decide the matter. They are as follows:

- (1) Before the appointment of the arbitration tribunal
- (2) After the commencement of the proceedings, before the filing of the defence
- (3) After filing the defence in a later stage

Let us see below what is the law as per the Rules of SIAC in all the above stated three situations,

**(1) Before the appointment of the arbitration tribunal:**

If any of the parties raise the issue of Jurisdiction of SIAC before the appointment of the arbitration tribunal, they can write to the Registrar raising the objection with regard to Jurisdiction of SIAC. If any such objection is received by SIAC registrar, he may either choose to decide by himself or may refer the matter to the Court and seek the decision of the Court. But whether to refer the issue to court or not is the discretion of the Registrar SIAC. But if the matter goes to Court then the decision of the court is final.

**(2) After the commencement of the proceedings, before the filing of the defence**

If a party misses the opportunity to raise the jurisdiction issue before the appointment of the arbitration tribunal, still they do not lose their entire right to raise it during the arbitration proceedings. But the aggrieved party need to raise the issue of jurisdiction latest by their defence to the claim. The party may request the tribunal to take it up as a preliminary issue and decide it before deciding the case on merits.

**(3) After the defence stage**

If the party does not raise the issue of Jurisdiction latest in their defence then they cannot raise it later. Hence the last opportunity for a party to question the jurisdiction of SIAC is defence, otherwise it amounts accepting the jurisdiction of SIAC.

## 16. Power to grant Interim Relief

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The arbitral tribunal appointed as per the rules of SIAC has power to grant interim relief to the parties on their application. But normally the tribunal grants such reliefs seeking the party to furnish guarantee to that effect.

But if a party gets an interim relief from the Court either before the proceedings or during the proceedings it is not repugnant to the SIAC Rules.

## 17. Applicable law

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The SIAC appointed tribunal shall follow the applicable law as agreed by the parties in the arbitration agreement. If nothing is mentioned in the arbitration agreement, the tribunal shall decide and apply the appropriate law in the proceedings.

## 18. Award

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The tribunal once complete all the proceedings will announce that proceedings are closed. From the date of closing within 45 days the award must be pronounced by the arbitration tribunal. But before that the draft award has to be given to the Registrar of SIAC for checking. The registrar has the powers to make little modifications without affecting the decision of the arbitrators. No award can be made by the tribunal till it is approved by the Registrar of SIAC.

If any of the arbitrator is non cooperative then the rest of the arbitrators may pass the award which becomes final. The award shall be sent to the parties by the Registrar on full and final settlement of costs.

### **18.1 Award in the event of Settlement:**

In case both the parties decide to settle the matter amicably they can request the arbitration tribunal to pass a consent award. On such a joint request from the parties the tribunal shall pass a consent award. But in case if the parties do not require the consent award they can report to the registrar and on payment of the balance costs the arbitration tribunal shall be dissolved.

## 19. Waiver of Appeal against Arbitration Award

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By agreeing to the SIAC rules, both the parties agree to waive all their rights of appeal and the award becomes final and binding.

## 20. Correction of Awards

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Within 30 days from the date of receipt of the Award the parties may file an application seeking some correction or computation. Tribunal also by its own motion has the right to make any corrections to the award. If the request is received from a party the tribunal shall consider and pass orders within 45 days from the date of the application.



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**Mr. S. Ravi Shankar** the author of this book is the National President of Arbitration Bar of India, Advocate in the Supreme Court of India and also an expert lawyer in dealing with High value and complex International arbitrations. His experience in handling international arbitrations in Singapore, Hong Kong, London, Geneva and Dubai are known in the industry. He has written many articles on International arbitrations and connected litigations. Even though he is from New Delhi he has a strong experience in handling International arbitrations in Singapore Arbitration Centre. This e-book is written for the benefit of in house counsel and business community to understand to procedure of Singapore International Arbitration Centre (SIAC).

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