

UCO Bank v Golden Orient Maritime Pte Ltd
[2003] SGHC 138

Case Number : Suit 1583/2001, RA 262/2002

Decision Date : 25 June 2003

Tribunal/Court : High Court

Coram : Woo Bih Li J

Counsel Name(s) : Sarjit Singh Gill SC (Shook Lin & Bok) for the plaintiff; Dylan Lee (Shook Lin & Bok) for the plaintiff; Toh Kian Sing (Rajah & Tann) for the defendant; Aileen Boey (Rajah & Tann) for the defendant

Parties : UCO Bank — Golden Orient Maritime Pte Ltd

Civil Procedure – Appeals – Cross-appeals – Whether cross-appeal by successful party necessary if party desires to argue that the judge below should have ruled on an alternative ground in its favour.

Civil Procedure – Stay of proceedings – Whether parties bound by exclusive jurisdiction clause – Whether Singapore was more appropriate forum.

1 The plaintiff UCO Bank ("UCO") claimed damages in this action, as a holder of bills of lading, against the defendant Golden Orient Maritime Pte Ltd ("Golden Orient") who was the owner of the vessel "ASEAN SUCCESS".

2 Golden Orient then applied for a stay of this action on two grounds:

- (a) clause 17 in the bills being an exclusive jurisdiction provision which provided for claims to be dealt with under the jurisdiction of the courts at the intended port of delivery i.e Kandla, India,
- (b) that, in any event, India is clearly the more appropriate forum to hear the dispute.

The application was heard by an Assistant Registrar who granted a stay on the basis that clause 17 was an exclusive jurisdiction provision but made no decision on the second ground.

3 UCO then appealed to a judge-in-chambers. Its arguments were that clause 17 was not an exclusive jurisdiction provision and, even if it was, there was strong cause why UCO should not be held to such a provision on the particular facts of the case. In turn, Golden Orient filed an appeal to a judge-in-chambers on the basis that the Assistant Registrar should also have ruled on the second ground in its favour but, in my view, such an appeal was unnecessary since Golden Orient was the successful party below and it could still rely on the second ground in its argument against UCO's appeal.

4 After hearing submissions, I allowed UCO's appeal. I was of the view that clause 17 was an exclusive jurisdiction clause but nevertheless, the stay should be refused. I made no order on Golden Orient's appeal. Golden Orient has since appealed to the Court of Appeal.

5 I should add that there is similar claim in Suit 1582/2001 by UCO against Golden Shore Transportation Pte Ltd as the owner of another vessel "ASEAN PIONEER" on similar facts. The outcome of the appeal before me in the present action followed the outcome of the appeal in Suit 1582/2001.

6 My reasons for allowing UCO's appeal in the present action were the same as those stated in my Grounds of Decision for Suit 1582/2001.

Plaintiff's appeal allowed.

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