



# THE STATUTES OF THE REPUBLIC OF SINGAPORE

## INTERNATIONAL ARBITRATION ACT 1994

**2020 REVISED EDITION**

This revised edition incorporates all amendments up to and including 1 December 2021 and comes into operation on 31 December 2021.

*Prepared and Published by*

THE LAW REVISION COMMISSION  
UNDER THE AUTHORITY OF  
THE REVISED EDITION OF THE LAWS ACT 1983

# International Arbitration Act 1994

## ARRANGEMENT OF SECTIONS

### PART 1

#### PRELIMINARY

##### Section

1. Short title

### PART 2

#### INTERNATIONAL COMMERCIAL ARBITRATION

2. Interpretation of this Part
- 2A. Definition and form of arbitration agreement
3. Model Law to have force of law
4. Interpretation of Model Law by use of extrinsic material
5. Application of this Part
6. Enforcement of international arbitration agreement
7. Court's powers on stay of proceedings
8. Authorities specified for purposes of Article 6 of Model Law
- 8A. Application of Limitation Act 1959 and Foreign Limitation Periods Act 2012
9. Number of arbitrators for purposes of Article 10(2) of Model Law
- 9A. Default appointment of arbitrators in arbitration with 2 parties
- 9B. Default appointment of arbitrators in arbitration with 3 or more parties
10. Appeal on ruling of jurisdiction
11. Public policy and arbitrability
- 11A. Reference of interpleader issue to arbitration
12. Powers of arbitral tribunal
- 12A. Court-ordered interim measures
13. Order to attend and order to produce documents
14. [Repealed]
15. Law of arbitration other than Model Law

*International Arbitration*

2020 Ed.

*Act 1994*

2

Section

- 15A. Application of rules of arbitration
- 16. Appointment of conciliator
- 17. Power of arbitrator to act as conciliator
- 18. Award by consent
- 19. Enforcement of awards
- 19A. Awards made on different issues
- 19B. Effect of award
- 19C. Authentication of awards and arbitration agreements
- 20. Interest on awards
- 21. Assessment of costs
- 22. Proceedings to be heard in private
- 23. Restrictions on reporting of proceedings heard in private
- 24. Court may set aside award
- 25. Liability of arbitrator
- 25A. Immunity of appointing authority and arbitral institutions, etc.
- 26. Transitional provisions

PART 2A

ARBITRATIONS RELATING TO  
INTELLECTUAL PROPERTY RIGHTS

- 26A. Interpretation of this Part
- 26B. IPR disputes may be arbitrated
- 26C. Effect of award involving IPR
- 26D. Recourse against award involving IPR
- 26E. Recognition and enforcement of award involving IPR
- 26F. Judgments entered in terms of award involving IPR
- 26G. Validity of patent may be put in issue in arbitral proceedings

PART 3

FOREIGN AWARDS

- 27. Interpretation of this Part
- 28. Application of this Part
- 29. Recognition and enforcement of foreign awards
- 30. Evidence
- 31. Refusal of enforcement
- 32. [Repealed]
- 33. Enforcement of awards under other provisions of law

PART 4

GENERAL

Section

34. Act binds Government

35. Rules of Court

First Schedule — UNCITRAL Model Law on International Commercial Arbitration

Second Schedule — Convention on the Recognition and Enforcement of Foreign Arbitral Awards  
Concluded at New York on 10th June 1958

---

An Act to make provision for the conduct of international commercial arbitrations based on the Model Law on International Commercial Arbitration adopted by the United Nations Commission on International Trade Law and conciliation proceedings and to give effect to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and for matters connected therewith.

[27 January 1995]

PART 1

PRELIMINARY

**Short title**

1. This Act is the International Arbitration Act 1994.

PART 2

INTERNATIONAL COMMERCIAL ARBITRATION

**Interpretation of this Part**

2.—(1) In this Part, unless the context otherwise requires —

“arbitral tribunal” means a sole arbitrator or a panel of arbitrators or a permanent arbitral institution, and includes an emergency arbitrator appointed pursuant to the rules of

arbitration agreed to or adopted by the parties including the rules of arbitration of an institution or organisation;

“appointing authority” means the authority designated under section 8(2) or (3);

“arbitration agreement” means an arbitration agreement mentioned in section 2A;

“award” means a decision of the arbitral tribunal on the substance of the dispute and includes any interim, interlocutory or partial award but excludes any order or direction made under section 12;

“Model Law” means the UNCITRAL Model Law on International Commercial Arbitration adopted by the United Nations Commission on International Trade Law on 21 June 1985, the text in English of which is set out in the First Schedule;

“party” means a party to an arbitration agreement or, in any case where an arbitration does not involve all of the parties to the arbitration agreement, means a party to the arbitration.

[26/2009; 12/2012]

(2) Except so far as the contrary intention appears, a word or an expression that is used both in this Part and in the Model Law (whether or not a particular meaning is given to it by the Model Law) has, in the Model Law, the meaning given by this Part.

## **Definition and form of arbitration agreement**

**2A.—(1)** In this Act, “arbitration agreement” means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

[12/2012]

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

[12/2012]

(3) An arbitration agreement must be in writing.

[12/2012]

(4) An arbitration agreement is in writing if its content is recorded in any form, whether or not the arbitration agreement or contract has been concluded orally, by conduct or by other means.

[12/2012]

(5) The requirement that an arbitration agreement must be in writing is satisfied by an electronic communication if the information contained in the electronic communication is accessible so as to be useable for subsequent reference.

[12/2012]

(6) Where in any arbitral or legal proceedings, a party asserts the existence of an arbitration agreement in a pleading, statement of case or any other document in circumstances in which the assertion calls for a reply and the assertion is not denied, there is deemed to be an effective arbitration agreement as between the parties to the proceedings.

[12/2012]

(7) A reference in a contract to any document containing an arbitration clause is to constitute an arbitration agreement in writing if the reference is such as to make that clause part of the contract.

[12/2012]

(8) A reference in a bill of lading to a charterparty or other document containing an arbitration clause is to constitute an arbitration agreement in writing if the reference is such as to make that clause part of the bill of lading.

[12/2012]

(9) Article 7 of the Model Law does not apply to this section.

[12/2012]

(10) In this section —

“data message” means information generated, sent, received or stored by electronic, magnetic, optical or similar means, including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;

“electronic communication” means any communication that the parties make by means of data messages.

[12/2012]

## **Model Law to have force of law**

**3.—(1)** Subject to this Act, the Model Law, with the exception of Chapter VIII of the Model Law, has the force of law in Singapore.

(2) In the Model Law —

“State” means Singapore and any country other than Singapore;  
“this State” means Singapore.

## **Interpretation of Model Law by use of extrinsic material**

**4.—(1)** For the purposes of interpreting the Model Law, reference may be made to the documents of —

(a) the United Nations Commission on International Trade Law; and

(b) its working group for the preparation of the Model Law, relating to the Model Law.

(2) Subsection (1) does not affect the application of section 9A of the Interpretation Act 1965 for the purposes of interpreting this Act.

## **Application of this Part**

**5.—(1)** This Part and the Model Law do not apply to an arbitration which is not an international arbitration unless the parties agree in writing that this Part or the Model Law is to apply to that arbitration.

(2) Despite Article 1(3) of the Model Law, an arbitration is international if —

(a) at least one of the parties to an arbitration agreement, at the time of the conclusion of the agreement, has its place of business in any State other than Singapore;

(b) one of the following places is situated outside the State in which the parties have their places of business:

(i) the place of arbitration if determined in, or pursuant to, the arbitration agreement;

(ii) any place where a substantial part of the obligations of the commercial relationship is to be performed or

the place with which the subject matter of the dispute is most closely connected; or

(c) the parties have expressly agreed that the subject matter of the arbitration agreement relates to more than one country.

(3) For the purposes of subsection (2) —

- (a) if a party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement;
- (b) if a party does not have a place of business, a reference to the party's place of business is to be construed as a reference to the party's habitual residence.

(4) Despite any provision to the contrary in the Arbitration Act 2001, that Act does not apply to any arbitration to which this Part applies.

### **Enforcement of international arbitration agreement**

6.—(1) Despite Article 8 of the Model Law, where any party to an arbitration agreement to which this Act applies institutes any proceedings in any court against any other party to the agreement in respect of any matter which is the subject of the agreement, any party to the agreement may, at any time after filing and serving a notice of intention to contest or not contest and before delivering any pleading (other than a pleading asserting that the court does not have jurisdiction in the proceedings) or taking any other step in the proceedings, apply to that court to stay the proceedings so far as the proceedings relate to that matter.

*[Act 25 of 2021 wef 01/04/2022]*

(2) The court to which an application has been made in accordance with subsection (1) is to make an order, upon such terms or conditions as the court thinks fit, staying the proceedings so far as the proceedings relate to the matter, unless it is satisfied that the arbitration agreement is null and void, inoperative or incapable of being performed.

(3) Where a court makes an order under subsection (2), the court may, for the purpose of preserving the rights of parties, make any

interim or supplementary order that the court thinks fit in relation to any property which is the subject of the dispute to which the order under that subsection relates.

(4) Where no party to the proceedings has taken any further step in the proceedings for a period of at least 2 years after an order staying the proceedings has been made, the court may, on its own motion, make an order discontinuing the proceedings without prejudice to the right of any of the parties to apply for the discontinued proceedings to be reinstated.

(5) For the purposes of this section and sections 7 and 11A —

- (a) a reference to a party includes a reference to any person claiming through or under such party;
- (b) “court” means the General Division of the High Court, District Court, Magistrate’s Court or any other court in which proceedings are instituted.

[40/2019]

### **Court’s powers on stay of proceedings**

7.—(1) Where a court stays proceedings under section 6, the court may, if in those proceedings property has been arrested or bail or other security has been given to prevent or obtain release from arrest, order that —

- (a) the property arrested be retained as security for the satisfaction of any award made on the arbitration; or
- (b) the stay be conditional on the provision of equivalent security for the satisfaction of any such award.

(2) Subject to the Rules of Court and to any necessary modification, the same law and practice apply in relation to property retained pursuant to an order under this section as would apply if it were held for the purposes of proceedings in the court which made the order.

### **Authorities specified for purposes of Article 6 of Model Law**

8.—(1) The General Division of the High Court in Singapore is to be taken to have been specified in Article 6 of the Model Law as

courts competent to perform the functions referred to in that Article except for Article 11(3) and (4) of the Model Law.

[40/2019]

(2) The president of the Court of Arbitration of the Singapore International Arbitration Centre is to be taken to have been specified as the authority competent to perform the functions under Article 11(3) and (4) of the Model Law.

[16/2016]

(3) The Chief Justice may, if he or she thinks fit, by notification in the *Gazette*, appoint any other person to exercise the powers of the president of the Court of Arbitration of the Singapore International Arbitration Centre under subsection (2).

[16/2016]

## **Application of Limitation Act 1959 and Foreign Limitation Periods Act 2012**

**8A.—**(1) The Limitation Act 1959 and the Foreign Limitation Periods Act 2012 apply to arbitral proceedings as they apply to proceedings before any court and any reference in both Acts to the commencement of proceedings is to be construed as a reference to the commencement of arbitral proceedings.

[13/2012]

(2) The General Division of the High Court may order that in computing the time prescribed by the Limitation Act 1959 or the Foreign Limitation Periods Act 2012 for the commencement of proceedings (including arbitral proceedings) in respect of a dispute which was the subject matter of —

- (a) an award which the General Division of the High Court orders to be set aside or declares to be of no effect; or
- (b) the affected part of an award which the General Division of the High Court orders to be set aside in part or declares to be in part of no effect,

the period between the commencement of the arbitration and the date of the order referred to in paragraph (a) or (b) is to be excluded.

[13/2012; 40/2019]

(3) Despite any term in an arbitration agreement to the effect that no cause of action is to accrue in respect of any matter required by the

agreement to be referred until an award is made under the agreement, the cause of action is deemed, for the purposes of the Limitation Act 1959 and the Foreign Limitation Periods Act 2012, to have accrued in respect of any such matter at the time when it would have accrued but for that term in the agreement.

[13/2012]

## **Number of arbitrators for purposes of Article 10(2) of Model Law**

**9.** Despite Article 10(2) of the Model Law, if the number of arbitrators is not determined by the parties, there is to be a single arbitrator.

### **Default appointment of arbitrators in arbitration with 2 parties**

**9A.—(1)** Despite Article 11(3) of the Model Law, in an arbitration with 2 parties and 3 arbitrators, each party must appoint one arbitrator, and the parties must by agreement appoint the third arbitrator.

[32/2020]

(2) Where the parties fail to agree on the appointment of the third arbitrator within 30 days after the receipt of the first request by either party to do so, the appointment must be made, upon the request of a party, by the appointing authority.

[32/2020]

### **Default appointment of arbitrators in arbitration with 3 or more parties**

**9B.—(1)** Despite Article 11(3) of the Model Law, in an arbitration with 3 or more parties and 3 arbitrators —

(a) the claimant, or all the claimants by agreement if there is more than one claimant, must appoint an arbitrator on or before the date of sending of the request for the dispute to be referred to arbitration and inform the respondent or respondents of the appointment on the date when the request for the dispute to be referred to arbitration is sent to the respondent or respondents;

- (b) the respondent, or all the respondents by agreement if there is more than one respondent, must appoint an arbitrator and inform the claimant or claimants of the appointment within 30 days after the date of receipt of the request for the dispute to be referred to arbitration by the respondent, or by the last respondent to receive the request if there is more than one respondent; and
- (c) the 2 arbitrators appointed under paragraphs (a) and (b) must by agreement appoint the third arbitrator, who is to be the presiding arbitrator, within 60 days after the date of receipt of the request for the dispute to be referred to arbitration by the respondent, or by the last respondent to receive the request if there is more than one respondent.

[32/2020]

(2) Despite subsection (1), the appointing authority must, upon the request of any party, appoint all 3 arbitrators and designate any one of the arbitrators as the presiding arbitrator if —

- (a) the claimant or claimants fail to appoint an arbitrator, or fail to inform the respondent or respondents of such appointment, by the date specified in subsection (1)(a); or
- (b) the respondent or respondents fail to appoint an arbitrator, or fail to inform the claimant or claimants of such appointment, within the time specified in subsection (1)(b).

[32/2020]

(3) In making the appointments under subsection (2), the appointing authority may, having regard to all relevant circumstances, re-appoint or revoke the appointment of an arbitrator appointed under subsection (1)(a) or (b).

[32/2020]

(4) Despite subsection (1)(c), the appointing authority must, upon the request of any party and having regard to all relevant circumstances, appoint the third arbitrator if the 2 arbitrators appointed by the parties fail to agree on the appointment of the third arbitrator within the time specified in subsection (1)(c).

[32/2020]

## **Appeal on ruling of jurisdiction**

**10.—(1)** This section has effect despite Article 16(3) of the Model Law.

[12/2012]

(2) An arbitral tribunal may rule on a plea that it has no jurisdiction at any stage of the arbitral proceedings.

[12/2012]

(3) If the arbitral tribunal rules —

(a) on a plea as a preliminary question that it has jurisdiction; or

(b) on a plea at any stage of the arbitral proceedings that it has no jurisdiction,

any party may, within 30 days after having received notice of that ruling, apply to the General Division of the High Court to decide the matter.

[12/2012; 40/2019]

(4) An appeal from the decision of the General Division of the High Court made under Article 16(3) of the Model Law or this section may be brought only with the permission of the appellate court.

[12/2012; 40/2019]

[Act 25 of 2021 wef 01/04/2022]

(5) There is no appeal against a refusal for grant of permission of the appellate court.

[12/2012; 40/2019]

[Act 25 of 2021 wef 01/04/2022]

(6) Where the General Division of the High Court, or the appellate court on appeal, decides that the arbitral tribunal has jurisdiction —

(a) the arbitral tribunal must continue the arbitral proceedings and make an award; and

(b) where any arbitrator is unable or unwilling to continue the arbitral proceedings, the mandate of that arbitrator terminates and a substitute arbitrator must be appointed in accordance with Article 15 of the Model Law.

[12/2012; 40/2019]

(7) In making a ruling or decision under this section that the arbitral tribunal has no jurisdiction, the arbitral tribunal, the General Division of the High Court or the appellate court (as the case may be) may make an award or order of costs of the proceedings, including the arbitral proceedings (as the case may be), against any party.

[12/2012; 40/2019]

(8) Where an award of costs is made by the arbitral tribunal under subsection (7), section 21 applies with the necessary modifications.

[12/2012]

(9) Where an application is made pursuant to Article 16(3) of the Model Law or this section —

(a) such application does not operate as a stay of the arbitral proceedings or of enforcement of any award or order made in the arbitral proceedings unless the General Division of the High Court orders otherwise; and

(b) no intermediate act or proceeding is invalidated except so far as the General Division of the High Court may direct.

[12/2012; 40/2019]

[Act 25 of 2021 wef 01/04/2022]

(10) Where there is an appeal from the decision of the General Division of the High Court pursuant to subsection (4) —

(a) such appeal does not operate as a stay of the arbitral proceedings or of enforcement of any award or order made in the arbitral proceedings unless the General Division of the High Court or the appellate court orders otherwise; and

(b) no intermediate act or proceeding is invalidated except so far as the appellate court may direct.

[12/2012; 40/2019]

[Act 25 of 2021 wef 01/04/2022]

(11) In this section, “appellate court” means the court to which an appeal under Article 16(3) of the Model Law or this section is to be made under section 29C of the Supreme Court of Judicature Act 1969.

[40/2019]

## **Public policy and arbitrability**

**11.—(1)** Any dispute which the parties have agreed to submit to arbitration under an arbitration agreement may be determined by arbitration unless it is contrary to public policy to do so.

(2) The fact that any written law confers jurisdiction in respect of any matter on any court of law but does not refer to the determination of that matter by arbitration does not, of itself, indicate that a dispute about that matter is not capable of determination by arbitration.

## **Reference of interpleader issue to arbitration**

**11A.** Where in proceedings before any court relief by way of interpleader is granted and any issue between the claimants is one in respect of which there is an arbitration agreement between them, the court granting the relief may direct the issue between the claimants to be determined in accordance with the agreement.

## **Powers of arbitral tribunal**

**12.—(1)** Without prejudice to the powers set out in any other provision of this Act and in the Model Law, an arbitral tribunal has powers to make orders or give directions to any party for —

- (a) security for costs;
- (b) discovery of documents and discovery of facts;  
[Act 31 of 2022 wef 01/11/2022]
- (c) giving of evidence by affidavit;
- (d) the preservation, interim custody or sale of any property which is or forms part of the subject matter of the dispute;
- (e) samples to be taken from, or any observation to be made of or experiment conducted upon, any property which is or forms part of the subject matter of the dispute;
- (f) the preservation and interim custody of any evidence for the purposes of the proceedings;
- (g) securing the amount in dispute;

- (h) ensuring that any award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;
- (i) an interim injunction or any other interim measure; and
- (j) enforcing any obligation of confidentiality —
  - (i) that the parties to an arbitration agreement have agreed to in writing, whether in the arbitration agreement or in any other document;
  - (ii) under any written law or rule of law; or
  - (iii) under the rules of arbitration (including the rules of arbitration of an institution or organisation) agreed to or adopted by the parties.

[32/2020]

(2) Unless the parties to an arbitration agreement have (whether in the arbitration agreement or in any other document in writing) agreed to the contrary, an arbitral tribunal has power to administer oaths to or take affirmations of the parties and witnesses.

(3) Unless the parties to an arbitration agreement have (whether in the arbitration agreement or in any other document in writing) agreed to the contrary, an arbitral tribunal has power to adopt, if the arbitral tribunal thinks fit, inquisitorial processes.

(4) The power of the arbitral tribunal to order a claimant to provide security for costs as mentioned in subsection (1)(a) must not be exercised by reason only that the claimant is —

- (a) an individual ordinarily resident outside Singapore; or
- (b) a corporation or an association incorporated or formed under the law of a country outside Singapore, or whose central management and control is exercised outside Singapore.

(5) Without prejudice to the application of Article 28 of the Model Law, an arbitral tribunal, in deciding the dispute that is the subject of the arbitral proceedings —

- (a) may award any remedy or relief that could have been ordered by the General Division of the High Court if the

dispute had been the subject of civil proceedings in the General Division of the High Court;

- (b) may award simple or compound interest on the whole or any part of any sum in accordance with section 20(1).

[12/2012; 40/2019]

(6) All orders or directions made or given by an arbitral tribunal in the course of an arbitration are, by permission of the General Division of the High Court, enforceable in the same manner as if they were orders made by a court and, where permission is so given, judgment may be entered in terms of the order or direction.

[40/2019]

[Act 25 of 2021 wef 01/04/2022]

### **Court-ordered interim measures**

**12A.—(1)** This section is to apply in relation to an arbitration —

- (a) to which this Part applies; and  
(b) irrespective of whether the place of arbitration is in the territory of Singapore.

[26/2009]

(2) Subject to subsections (3) to (6), for the purpose of and in relation to an arbitration referred to in subsection (1), the General Division of the High Court has the same power of making an order in respect of any of the matters set out in section 12(1)(c) to (j) as it has for the purpose of and in relation to an action or a matter in the court.

[26/2009; 40/2019; 32/2020]

(3) The General Division of the High Court may refuse to make an order under subsection (2) if, in the opinion of the General Division of the High Court, the fact that the place of arbitration is outside Singapore or likely to be outside Singapore when it is designated or determined makes it inappropriate to make the order.

[26/2009; 40/2019]

(4) If the case is one of urgency, the General Division of the High Court may, on the application of a party or proposed party to the arbitral proceedings, make such orders under subsection (2) as the General Division of the High Court thinks necessary for the purpose of preserving evidence or assets.

[26/2009; 40/2019]

(5) If the case is not one of urgency, the General Division of the High Court is to make an order under subsection (2) only on the application of a party to the arbitral proceedings (upon notice to the other parties and to the arbitral tribunal) made with the permission of the arbitral tribunal or the agreement in writing of the other parties.

[26/2009; 40/2019]

(6) In every case, the General Division of the High Court is to make an order under subsection (2) only if or to the extent that the arbitral tribunal, and any arbitral or other institution or person vested by the parties with power in that regard, has no power or is unable for the time being to act effectively.

[26/2009; 40/2019]

(7) An order made by the General Division of the High Court under subsection (2) ceases to have effect in whole or in part (as the case may be) if the arbitral tribunal, or any such arbitral or other institution or person having power to act in relation to the subject matter of the order, makes an order which expressly relates to the whole or part of the order under subsection (2).

[26/2009; 40/2019]

### **Order to attend and order to produce documents**

**13.—(1)** Any party to an arbitration agreement may request for the issue of an order to attend or an order to produce documents.

[42/2005]

[Act 31 of 2022 wef 01/11/2022]

(2) If a witness is in Singapore, the General Division of the High Court may order that —

(a) an order to attend be issued to compel the witness to attend before an arbitral tribunal and give evidence; or

(b) an order to produce documents be issued to compel the witness to attend before an arbitral tribunal and produce specified documents.

[Act 31 of 2022 wef 01/11/2022]

(3) The General Division of the High Court may also issue an order under section 38 of the Prisons Act 1933 to bring up a prisoner for examination before an arbitral tribunal.

[12/2012; 40/2019]

(4) A person must not be compelled under an order mentioned in subsection (1) or (2)(a) or (b) to produce any document which the person could not be compelled to produce on the trial of an action.

[42/2005]

[Act 31 of 2022 wef 01/11/2022]

[Act 31 of 2022 wef 01/11/2022]

**14. [Repealed by Act 12 of 2012]**

**Law of arbitration other than Model Law**

**15.—(1)** If the parties to an arbitration agreement (whether made before or after 1 November 2001) have expressly agreed either —

- (a) that the Model Law or this Part is not to apply to the arbitration; or
- (b) that the Arbitration Act 2001 or the repealed Arbitration Act (Cap. 10, 1985 Revised Edition) is to apply to the arbitration,

then, both the Model Law and this Part do not apply to that arbitration but the Arbitration Act 2001 or the repealed Arbitration Act (Cap. 10, 1985 Revised Edition) (if applicable) applies to that arbitration.

(2) To avoid doubt, a provision in an arbitration agreement referring to or adopting any rules of arbitration is not of itself sufficient to exclude the application of the Model Law or this Part to the arbitration concerned.

[28/2002]

**Application of rules of arbitration**

**15A.—(1)** To avoid doubt, it is declared that a provision of rules of arbitration agreed to or adopted by the parties, whether before or after the commencement of the arbitration, applies and is given effect to the extent that the provision is not inconsistent with a provision of the Model Law or this Part from which the parties cannot derogate.

[28/2002]

(2) Without prejudice to subsection (1), subsections (3) to (6) apply for the purposes of determining whether a provision of rules of arbitration is inconsistent with the Model Law or this Part.

[28/2002]

(3) A provision of rules of arbitration is not inconsistent with the Model Law or this Part merely because it provides for a matter on which the Model Law and this Part is silent.

[28/2002]

(4) Rules of arbitration are not inconsistent with the Model Law or this Part merely because the rules are silent on a matter covered by any provision of the Model Law or this Part.

[28/2002]

(5) A provision of rules of arbitration is not inconsistent with the Model Law or this Part merely because it provides for a matter which is covered by a provision of the Model Law or this Part which allows the parties to make their own arrangements by agreement but which applies in the absence of such agreement.

[28/2002]

(6) The parties may make the arrangements referred to in subsection (5) by agreeing to the application or adoption of rules of arbitration or by providing any other means by which a matter may be decided.

[28/2002]

(7) In this section and section 15, “rules of arbitration” means the rules of arbitration agreed to or adopted by the parties including the rules of arbitration of an institution or organisation.

[28/2002]

## **Appointment of conciliator**

**16.—(1)** Where an agreement provides for the appointment of a conciliator by a person who is not one of the parties and that person refuses to make the appointment or does not make it within the time specified in the agreement or, if no time is so specified, within a reasonable time of being requested by any party to the agreement to make the appointment, the president of the Court of Arbitration of the Singapore International Arbitration Centre may, on the application of any party to the agreement, appoint a conciliator who is to have the like powers to act in the conciliation proceedings as if he or she had been appointed in accordance with the terms of the agreement.

[16/2016]

(2) The Chief Justice may, if he or she thinks fit, by notification in the *Gazette*, appoint any other person to exercise the powers of the

president of the Court of Arbitration of the Singapore International Arbitration Centre under subsection (1).

[16/2016]

(3) Where an arbitration agreement provides for the appointment of a conciliator and further provides that the person so appointed is to act as an arbitrator in the event of the conciliation proceedings failing to produce a settlement acceptable to the parties —

- (a) no objection is to be taken to the appointment of that person as an arbitrator, or to that person's conduct of the arbitral proceedings, solely on the ground that that person had acted previously as a conciliator in connection with some or all of the matters referred to arbitration; and
- (b) if that person declines to act as an arbitrator, any other person appointed as an arbitrator is not required first to act as a conciliator unless a contrary intention appears in the arbitration agreement.

(4) Unless a contrary intention appears therein, an agreement which provides for the appointment of a conciliator is deemed to contain a provision that in the event of the conciliation proceedings failing to produce a settlement acceptable to the parties within 4 months, or any longer period that the parties may agree to, of the date of the appointment of the conciliator or, where the conciliator is appointed by name in the agreement, of the date of receipt by the conciliator of written notification of the existence of a dispute, the conciliation proceedings are to thereupon terminate.

(5) For the purposes of this section and section 17 —

- (a) any reference to "conciliator" includes a reference to any person who acts as a mediator;
- (b) any reference to "conciliation proceedings" includes a reference to mediation proceedings.

### **Power of arbitrator to act as conciliator**

**17.—(1)** If all parties to any arbitral proceedings consent in writing and for so long as no party has withdrawn the party's written consent, an arbitrator or umpire may act as a conciliator.

- (2) An arbitrator or umpire acting as conciliator —
- (a) may communicate with the parties to the arbitral proceedings collectively or separately; and
  - (b) must treat information obtained by him or her from a party to the arbitral proceedings as confidential, unless that party otherwise agrees or unless subsection (3) applies.
- (3) Where confidential information is obtained by an arbitrator or umpire from a party to the arbitral proceedings during conciliation proceedings and those proceedings terminate without the parties reaching agreement in settlement of their dispute, the arbitrator or umpire must before resuming the arbitral proceedings disclose to all other parties to the arbitral proceedings as much of that information as he or she considers material to the arbitral proceedings.
- (4) No objection is to be taken to the conduct of arbitral proceedings by a person solely on the ground that that person had acted previously as a conciliator in accordance with this section.

### **Award by consent**

**18.** If the parties to an arbitration agreement reach agreement in settlement of their dispute and the arbitral tribunal has recorded the terms of settlement in the form of an arbitral award on agreed terms in accordance with Article 30 of the Model Law, the award —

- (a) is to be treated as an award on an arbitration agreement; and
- (b) may, by permission of the General Division of the High Court, be enforced in the same manner as a judgment or an order to the same effect, and where permission is so given, judgment may be entered in terms of the award.

*[40/2019]*

*[Act 25 of 2021 wef 01/04/2022]*

### **Enforcement of awards**

**19.** An award on an arbitration agreement may, by permission of the General Division of the High Court, be enforced in the same manner

as a judgment or an order to the same effect and, where permission is so given, judgment may be entered in terms of the award.

[40/2019]

[Act 25 of 2021 wef 01/04/2022]

### **Awards made on different issues**

**19A.**—(1) Unless otherwise agreed by the parties, the arbitral tribunal may make more than one award at different points in time during the arbitral proceedings on different aspects of the matters to be determined.

[12/2012]

(2) The arbitral tribunal may, in particular, make an award relating to —

- (a) an issue affecting the whole claim; or
- (b) a part only of the claim, counterclaim or cross-claim, which is submitted to it for decision.

(3) If the arbitral tribunal makes an award under this section, it must specify in its award, the issue, or claim or part of a claim, which is the subject matter of the award.

### **Effect of award**

**19B.**—(1) An award made by the arbitral tribunal pursuant to an arbitration agreement is final and binding on the parties and on any persons claiming through or under them and may be relied upon by any of the parties by way of defence, set-off or otherwise in any proceedings in any court of competent jurisdiction.

(2) Except as provided in Articles 33 and 34(4) of the Model Law, upon an award being made, including an award made in accordance with section 19A, the arbitral tribunal must not vary, amend, correct, review, add to or revoke the award.

(3) For the purposes of subsection (2), an award is made when it has been signed and delivered in accordance with Article 31 of the Model Law.

(4) This section does not affect the right of a person to challenge the award by any available arbitral process of appeal or review or in accordance with the provisions of this Act and the Model Law.

### **Authentication of awards and arbitration agreements**

**19C.**—(1) For the purposes of the enforcement of an award in any Convention country, the Minister may by order appoint such persons holding office in such arbitral institution or other organisation as the Minister may specify in the order, to authenticate any award or arbitration agreement or to certify copies thereof.

[26/2009]

(2) Any person appointed under subsection (1) —

- (a) must comply with any condition imposed by the Minister; and
- (b) must not, without the written consent of the parties, directly or indirectly disclose any matter, including the identity of any party to the award or arbitration agreement, to any third party.

[26/2009]

(3) An award or arbitration agreement or a copy thereof duly authenticated or certified by a person appointed under subsection (1) is deemed to have been authenticated or certified by a competent authority in Singapore for the purposes of enforcement in any Convention country.

[26/2009]

(4) To avoid doubt, nothing in this section —

- (a) prevents any person from authenticating any award or arbitration agreement or certifying copies thereof in any other manner or method or by any other person, institution or organisation; or
- (b) affects the right of a person to challenge or appeal against any award by any available arbitral process of appeal or review, or in accordance with the provisions of this Act and the Model Law.

[26/2009]

(5) In this section, “Convention country” has the meaning given by section 27(1).

[26/2009]

### **Interest on awards**

**20.**—(1) Subject to subsection (3), unless otherwise agreed by the parties, an arbitral tribunal may, in the arbitral proceedings before it, award simple or compound interest from such date, at such rate and with such rest as the arbitral tribunal considers appropriate, for any period ending not later than the date of payment on the whole or any part of —

- (a) any sum which is awarded by the arbitral tribunal in the arbitral proceedings;
- (b) any sum which is in issue in the arbitral proceedings but is paid before the date of the award; or
- (c) costs awarded or ordered by the arbitral tribunal in the arbitral proceedings.

[12/2012]

(2) Nothing in subsection (1) affects any other power of an arbitral tribunal to award interest.

[12/2012]

(3) Where an award directs a sum to be paid, that sum, unless the award otherwise directs, carries interest as from the date of the award and at the same rate as a judgment debt.

[12/2012]

### **Assessment of costs**

**21.**—(1) Any costs directed by an award to be paid are, unless the award otherwise directs, assessable by the Registrar of the Singapore International Arbitration Centre (called in this section the Registrar).

[Act 25 of 2021 wef 01/04/2022]

(2) Unless the fees of the arbitral tribunal have been fixed by a written agreement or such agreement has provided for determination of the fees by a person or an institution agreed to by the parties, any party to the arbitration may require that the fees be assessed by the Registrar.

[Act 25 of 2021 wef 01/04/2022]

(3) A certificate signed by the Registrar on the amount of costs or fees assessed forms part of the award of the arbitral tribunal.

*[Act 25 of 2021 wef 01/04/2022]*

(4) The Chief Justice may, if he or she thinks fit, by notification in the *Gazette*, appoint any other person to exercise the powers of the Registrar under this section.

*[Act 25 of 2021 wef 01/04/2022]*

## **Proceedings to be heard in private**

**22.—(1)** Subject to subsection (2), proceedings under this Act in any court are to be heard in private.

*[Act 25 of 2021 wef 01/04/2022]*

(2) Proceedings under this Act in any court are to be heard in open court if the court, on its own motion or upon the application of any person (including a person who is not a party to the proceedings), so orders.

*[Act 25 of 2021 wef 01/04/2022]*

## **Restrictions on reporting of proceedings heard in private**

**23.—(1)** This section applies to proceedings under this Act in any court heard in private.

*[Act 25 of 2021 wef 01/04/2022]*

(2) A court hearing any proceedings to which this section applies is, on the application of any party to the proceedings, to give directions as to whether any and, if so, what information relating to the proceedings may be published.

(3) A court is not to give a direction under subsection (2) permitting information to be published unless —

- (a) all parties to the proceedings agree that the information may be published; or
- (b) the court is satisfied that the information, if published in accordance with such directions as it may give, would not reveal any matter, including the identity of any party to the proceedings, that any party to the proceedings reasonably wishes to remain confidential.

(4) Despite subsection (3), where a court gives grounds of decision for a judgment in respect of proceedings to which this section applies and considers that judgment to be of major legal interest, the court is to direct that reports of the judgment may be published in law reports and professional publications but, if any party to the proceedings reasonably wishes to conceal any matter, including the fact that the party was such a party, the court is to —

- (a) give directions as to the action that is to be taken to conceal that matter in those reports; and
- (b) if it considers that a report published in accordance with directions given under paragraph (a) would be likely to reveal that matter, direct that no report may be published until after the end of any period, not exceeding 10 years, that it considers appropriate.

*[Act 25 of 2021 wef 01/04/2022]*

### **Court may set aside award**

**24.** Despite Article 34(1) of the Model Law, the General Division of the High Court may, in addition to the grounds set out in Article 34(2) of the Model Law, set aside the award of the arbitral tribunal if —

- (a) the making of the award was induced or affected by fraud or corruption; or
- (b) a breach of the rules of natural justice occurred in connection with the making of the award by which the rights of any party have been prejudiced.

*[40/2019]*

### **Liability of arbitrator**

**25.** An arbitrator shall not be liable for —

- (a) negligence in respect of anything done or omitted to be done in the capacity of arbitrator; and
- (b) any mistake in law, fact or procedure made in the course of arbitral proceedings or in the making of an arbitral award.

## **Immunity of appointing authority and arbitral institutions, etc.**

**25A.—(1)** The appointing authority, or an arbitral or other institution or person designated or requested by the parties to appoint or nominate an arbitrator, shall not be liable for anything done or omitted in the discharge or purported discharge of that function unless the act or omission is shown to have been in bad faith.

(2) The appointing authority, or an arbitral or other institution or person by whom an arbitrator is appointed or nominated, shall not be liable, by reason only of having appointed or nominated the arbitrator, for anything done or omitted by the arbitrator, the arbitrator's employees or agents in the discharge or purported discharge of the arbitrator's functions as arbitrator.

(3) This section applies to an employee or agent of the appointing authority or of an arbitral or other institution or person as it applies to the appointing authority, institution or person.

## **Transitional provisions**

**26.—(1)** This Part does not apply in relation to an international arbitration between parties to an arbitration agreement that was commenced before 27 January 1995 unless the parties have (whether in the agreement or in any other document in writing) otherwise agreed.

(2) Subject to subsection (1), where the arbitral proceedings were commenced before 27 January 1995, the law governing the arbitration agreement and the arbitration is the law which would have applied if this Act had not been enacted.

(3) In any written law, agreement in writing or other document, a reference to arbitration under the Arbitration Act is, so far as relevant and unless the contrary intention appears, to be construed to include a reference to arbitration under this Act.

(4) For the purposes of this section, arbitral proceedings are to be taken as having commenced on the date of the receipt by the respondent of a request for the dispute to be referred to arbitration, or, where the parties have agreed in writing that any other date is to be

taken as the date of commencement of the arbitral proceedings, then on that date.

## PART 2A

### ARBITRATIONS RELATING TO INTELLECTUAL PROPERTY RIGHTS

#### **Interpretation of this Part**

**26A.—(1)** In this Part, unless the context otherwise requires, “intellectual property right” or “IPR” means —

- (a) a patent;
- (b) a trade mark;
- (c) a geographical indication;
- (d) a registered design;
- (e) a copyright;
- (f) a right in a protected layout-design of an integrated circuit;
- (g) a grant of protection in respect of a plant variety;
- (h) a right in confidential information, trade secret or know-how;
- (i) a right to protect goodwill by way of passing off or similar action against unfair competition; or
- (j) any other intellectual property right of whatever nature.

[23/2019]

(2) In this Part, a reference to an IPR is a reference to such an IPR whether or not the IPR is registered, or subsists, in Singapore.

[23/2019]

(3) In this Part, a reference to an IPR includes an application for the registration of an IPR if the IPR is protectable by registration.

[23/2019]

(4) In this Part, “IPR dispute” includes —

- (a) a dispute over the enforceability, infringement, subsistence, validity, ownership, scope, duration or any other aspect of an IPR;

- (b) a dispute over a transaction in respect of an IPR; and
- (c) a dispute over any compensation payable for an IPR.

[23/2019]

(5) In this section, “registration”, in relation to an IPR, includes the grant of the IPR.

[23/2019]

### **IPR disputes may be arbitrated**

**26B.—(1)** The subject matter of an IPR dispute is capable of settlement by arbitration as between the parties to the IPR dispute.

[23/2019]

(2) Subsection (1) applies whether the IPR dispute is the main issue or an incidental issue in the arbitration.

[23/2019]

(3) An IPR dispute is not incapable of settlement by arbitration only because a law of Singapore or elsewhere —

- (a) gives jurisdiction to decide the IPR dispute to a specified entity; and
- (b) does not mention possible settlement of the IPR dispute by arbitration.

[23/2019]

(4) In subsection (3), “specified entity” means any of the following entities under the law of Singapore or elsewhere:

- (a) a court;
- (b) a tribunal;
- (c) a person holding an administrative or executive office;
- (d) any other entity.

[23/2019]

### **Effect of award involving IPR**

**26C.—(1)** This section applies if an award deciding an IPR dispute is made in arbitral proceedings.

[23/2019]

(2) The fact that a person is a third-party licensee or third-party holder of a security interest in respect of the IPR does not of itself

make the person a person claiming through or under a party to the arbitral proceedings for the purposes of section 19B(1).

[23/2019]

(3) However, subsection (2) does not affect any right or liability between a third-party licensee or third-party holder of a security interest and a party to the arbitral proceedings whether —

- (a) arising in contract; or
- (b) arising by operation of law.

[23/2019]

(4) In this section —

“third-party holder of a security interest”, in relation to an IPR in dispute in arbitral proceedings, means a person who —

- (a) is a holder of a security interest in respect of the IPR granted by a party to the arbitral proceedings; but
- (b) is not a party to the arbitral proceedings;

“third-party licensee”, in relation to an IPR in dispute in arbitral proceedings, means a person who —

- (a) is a licensee (whether or not an exclusive licensee) of the IPR under a licence granted by a party to the arbitral proceedings; but
- (b) is not a party to the arbitral proceedings.

[23/2019]

## **Recourse against award involving IPR**

**26D.—(1)** For the purposes of Article 34(2)(b)(i) of the Model Law, the subject matter of a dispute is not incapable of settlement by arbitration under the law of Singapore only because the subject matter relates to an IPR dispute.

[23/2019]

(2) For the purposes of Article 34(2)(b)(ii) of the Model Law, an award is not in conflict with the public policy of Singapore only because the subject matter in respect of which the award is made relates to an IPR dispute.

[23/2019]

## **Recognition and enforcement of award involving IPR**

**26E.—(1)** For the purposes of section 31(4)(a), the subject matter of the difference between the parties to a foreign award is not incapable of settlement by arbitration under the law of Singapore only because the subject matter relates to an IPR dispute.

[23/2019]

(2) For the purposes of section 31(4)(b), it is not contrary to the public policy of Singapore to enforce an award only because the award is in respect of a subject matter that relates to an IPR dispute.

[23/2019]

## **Judgments entered in terms of award involving IPR**

**26F.—(1)** This section applies if —

- (a) an award (whether made in or outside Singapore) deciding an IPR dispute is made in arbitral proceedings; and
- (b) a judgment in terms of the award is entered under section 19 or 29.

[23/2019]

(2) Sections 19B(1) and 29(2) apply in relation to the judgment as if —

- (a) the reference in section 19B(1) to an award made by an arbitral tribunal pursuant to an arbitration agreement were a reference to the judgment; and
- (b) the reference in section 29(2) to a foreign award were a reference to the judgment.

[23/2019]

(3) In this section, “award” includes a declaratory award.

[23/2019]

## **Validity of patent may be put in issue in arbitral proceedings**

**26G.** Section 82(2) of the Patents Act 1994 does not prevent a party from putting the validity of a patent in issue in arbitral proceedings.

[23/2019]

## PART 3

### FOREIGN AWARDS

#### **Interpretation of this Part**

- 27.—(1)** In this Part, unless the context otherwise requires —
- “agreement in writing” includes an agreement contained in an exchange of letters, telegrams, telefacsimile or in a communication by teleprinter;
  - “arbitral award” has the meaning given by the Convention, but also includes an order or a direction made or given by an arbitral tribunal in the course of an arbitration in respect of any of the matters set out in section 12(1)(c) to (j);
  - “arbitration agreement” means an agreement in writing of the kind referred to in paragraph 1 of Article II of the Convention;
  - “Convention” means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards adopted in 1958 by the United Nations Conference on International Commercial Arbitration at its twenty-fourth meeting, the English text of which is set out in the Second Schedule;
  - “Convention country” means a country (other than Singapore) that is a Contracting State within the meaning of the Convention;
  - “court” means the General Division of the High Court in Singapore;
  - “foreign award” means an arbitral award made pursuant to an arbitration agreement in the territory of a Convention country other than Singapore.

*[12/2012; 40/2019; 32/2020]*

- (2)** In this Part, where the context so admits, “enforcement”, in relation to a foreign award, includes the recognition of the award as binding for any purpose, and “enforce” and “enforced” have corresponding meanings.

(3) For the purposes of this Part, a body corporate is taken to be habitually resident in a country if it is incorporated or has its principal place of business in that country.

### **Application of this Part**

**28.**—(1) This Part applies to arbitration agreements made before 27 January 1995 as it applies to arbitration agreements made on or after that date.

(2) This Part does not apply to foreign awards made before 19 November 1986.

### **Recognition and enforcement of foreign awards**

**29.**—(1) Subject to this Part, a foreign award may be enforced in a court either by action or in the same manner as an award of an arbitrator made in Singapore is enforceable under section 19.

(2) Any foreign award which is enforceable under subsection (1) must be recognised as binding for all purposes upon the persons between whom it was made and may accordingly be relied upon by any of those parties by way of defence, set-off or otherwise in any legal proceedings in Singapore.

### **Evidence**

**30.**—(1) In any proceedings in which a person seeks to enforce a foreign award by virtue of this Part, the person must produce to the court —

- (a) the duly authenticated original award or a duly certified copy thereof;
- (b) the original arbitration agreement under which the award purports to have been made, or a duly certified copy thereof; and
- (c) where the award or agreement is in a foreign language, a translation of it in the English language, duly certified in English as a correct translation by a sworn translator or by an official or by a diplomatic or consular agent of the country in which the award was made.

(2) A document produced to a court in accordance with this section is, upon mere production, to be received by the court as *prima facie* evidence of the matters to which it relates.

## **Refusal of enforcement**

**31.**—(1) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the party against whom the enforcement is sought may request that the enforcement be refused, and the enforcement in any of the cases mentioned in subsections (2) and (4) may be refused but not otherwise.

(2) A court so requested may refuse enforcement of a foreign award if the person against whom enforcement is sought proves to the satisfaction of the court that —

- (a) a party to the arbitration agreement pursuant to which the award was made was, under the law applicable to the party, under some incapacity at the time when the agreement was made;
- (b) the arbitration agreement is not valid under the law to which the parties have subjected it or, in the absence of any indication in that respect, under the law of the country where the award was made;
- (c) the party was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present the party's case in the arbitration proceedings;
- (d) subject to subsection (3), the award deals with a difference not contemplated by, or not falling within the terms of, the submission to arbitration or contains a decision on the matter beyond the scope of the submission to arbitration;
- (e) the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

- (f) the award has not yet become binding on the parties to the arbitral award or has been set aside or suspended by a competent authority of the country in which, or under the law of which, the award was made.
- (3) When a foreign award referred to in subsection (2)(d) contains decisions on matters not submitted to arbitration but those decisions can be separated from decisions on matters submitted to arbitration, the award may be enforced to the extent that it contains decisions on matters so submitted.
- (4) In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court may refuse to enforce the award if it finds that —
- (a) the subject matter of the difference between the parties to the award is not capable of settlement by arbitration under the law of Singapore; or
  - (b) enforcement of the award would be contrary to the public policy of Singapore.
- (5) Where, in any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court is satisfied that an application for the setting aside or for the suspension of the award has been made to a competent authority of the country in which, or under the law of which, the award was made, the court may —
- (a) if the court considers it proper to do so, adjourn the proceedings or (as the case may be) so much of the proceedings as relates to the award; and
  - (b) on the application of the party seeking to enforce the award, order the other party to give suitable security.

**32. [Repealed by Act 26 of 2009]**

**Enforcement of awards under other provisions of law**

33.—(1) Nothing in this Part affects the right of any person to enforce an arbitral award otherwise than as is provided for in this Part.

(2) [Deleted by Act 24 of 2019 wef 01/03/2023]

(3) Despite section 7 of the Reciprocal Enforcement of Foreign Judgments Act 1959, proceedings to enforce a foreign award under this Part may be commenced where the award is both enforceable under this Part and registrable as a judgment under that Act.

PART 4  
GENERAL

**Act binds Government**

**34.** This Act binds the Government.

**Rules of Court**

**35.** The Rules Committee constituted under section 80 of the Supreme Court of Judicature Act 1969 may make Rules of Court regulating the practice and procedure of any court in respect of any matter under this Act.

FIRST SCHEDULE

Section 2

UNCITRAL MODEL LAW ON INTERNATIONAL COMMERCIAL  
ARBITRATION

(As adopted by the United Nations Commission on International Trade Law on  
21 June 1985)

CHAPTER I  
GENERAL PROVISIONS

*Article 1. Scope of application\**

(1) This Law applies to international commercial<sup>†</sup> arbitration, subject to any agreement in force between this State and any other State or States.

---

\* Article headings are for reference purposes only and are not to be used for purposes of interpretation.

<sup>†</sup>The term “commercial” should be given a wide interpretation so as to cover matters arising from all relationships of a commercial nature, whether contractual or not. Relationships of a commercial nature include, but are not limited to, the following transactions: any trade transaction for the supply or exchange of goods or services; distribution agreement; commercial representation or agency; factoring; leasing; construction of works; consulting; engineering; licensing; investment; financing; banking; insurance; exploitation agreement or concession; joint venture and other forms of industrial or business co-operation; carriage of goods or passengers by air, sea, rail or road.

**FIRST SCHEDULE — *continued***

(2) The provisions of this Law, except Articles 8, 9, 35 and 36, apply only if the place of arbitration is in the territory of this State.

(3) An arbitration is international if:

- (a) the parties to an arbitration agreement have, at the time of the conclusion of that agreement, their places of business in different States; or
- (b) one of the following places is situated outside the State in which the parties have their places of business:
  - (i) the place of arbitration if determined in, or pursuant to, the arbitration agreement;
  - (ii) any place where a substantial part of the obligations of the commercial relationship is to be performed or the place with which the subject-matter of the dispute is most closely connected; or
- (c) the parties have expressly agreed that the subject-matter of the arbitration agreement relates to more than one country.

(4) For the purposes of paragraph (3) of this Article:

- (a) if a party has more than one place of business, the place of business is that which has the closest relationship to the arbitration agreement;
- (b) if a party does not have a place of business, reference is to be made to his habitual residence.

(5) This Law shall not affect any other law of this State by virtue of which certain disputes may not be submitted to arbitration or may be submitted to arbitration only according to provisions other than those of this Law.

**Article 2. Definitions and rules of interpretation**

For the purposes of this Law:

- (a) “arbitration” means any arbitration whether or not administered by a permanent arbitral institution;
- (b) “arbitral tribunal” means a sole arbitrator or a panel of arbitrators;
- (c) “court” means a body or organ of the judicial system of a State;
- (d) where a provision of this Law, except Article 28, leaves the parties free to determine a certain issue, such freedom includes the right of the parties to authorise a third party, including an institution, to make that determination;

FIRST SCHEDULE — *continued*

- (e) where a provision of this Law refers to the fact that the parties have agreed or that they may agree or in any other way refers to an agreement of the parties, such agreement includes any arbitration rules referred to in that agreement;
- (f) where a provision of this Law, other than in Articles 25(a) and 32(2)(a), refers to a claim, it also applies to a counter-claim, and where it refers to a defence, it also applies to a defence to such counter-claim.

Article 3. Receipt of written communications

- (1) Unless otherwise agreed by the parties:

- (a) any written communication is deemed to have been received if it is delivered to the addressee personally or if it is delivered at his place of business, habitual residence or mailing address; if none of these can be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee's last-known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it;
  - (b) the communication is deemed to have been received on the day it is so delivered.

- (2) The provisions of this Article do not apply to communications in court proceedings.

Article 4. Waiver of right to object

A party who knows that any provision of this Law from which the parties may derogate or any requirement under the arbitration agreement has not been complied with and yet proceeds with the arbitration without stating his objection to such non-compliance without undue delay or, if a time-limit is provided therefor, within such period of time, shall be deemed to have waived his right to object.

Article 5. Extent of court intervention

In matters governed by this Law, no court shall intervene except where so provided in this Law.

FIRST SCHEDULE — *continued*

Article 6. Court or other authority for certain functions of arbitration assistance and supervision

The functions referred to in Articles 11(3), 11(4), 13(3), 14, 16(3) and 34(2) shall be performed by ..... [Each State enacting this Model Law specifies the court, courts or, where referred to therein, other authority competent to perform these functions.]

CHAPTER II  
ARBITRATION AGREEMENT

Article 7. Definition and form of arbitration agreement

(1) “Arbitration agreement” is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(2) The arbitration agreement shall be in writing. An agreement is in writing if it is contained in a document signed by the parties or in an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement, or in an exchange of statements of claim and defence in which the existence of an agreement is alleged by one party and not denied by another. The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement provided that the contract is in writing and the reference is such as to make that clause part of the contract.

Article 8. Arbitration agreement and substantive claim before court

(1) A court before which an action is brought in a matter which is the subject of an arbitration agreement shall, if a party so requests not later than when submitting his first statement on the substance of the dispute, refer the parties to arbitration unless it finds that the agreement is null and void, inoperative or incapable of being performed.

(2) Where an action referred to in paragraph (1) of this Article has been brought, arbitral proceedings may nevertheless be commenced or continued, and an award may be made, while the issue is pending before the court.

Article 9. Arbitration agreement and interim measures by court

It is not incompatible with an arbitration agreement for a party to request, before or during arbitral proceedings, from a court an interim measure of protection and for a court to grant such measure.

FIRST SCHEDULE — *continued*

CHAPTER III

COMPOSITION OF ARBITRAL TRIBUNAL

Article 10. Number of arbitrators

- (1) The parties are free to determine the number of arbitrators.
- (2) Failing such determination, the number of arbitrators shall be three.

Article 11. Appointment of arbitrators

- (1) No person shall be precluded by reason of his nationality from acting as an arbitrator, unless otherwise agreed by the parties.
- (2) The parties are free to agree on a procedure of appointing the arbitrator or arbitrators, subject to the provisions of paragraphs (4) and (5) of this Article.
- (3) Failing such agreement,
  - (a) in an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a party fails to appoint the arbitrator within thirty days of receipt of a request to do so from the other party, or if the two arbitrators fail to agree on the third arbitrator within thirty days of their appointment, the appointment shall be made, upon request of a party, by the court or other authority specified in Article 6;
  - (b) in an arbitration with a sole arbitrator, if the parties are unable to agree on the arbitrator, he shall be appointed, upon request of a party, by the court or other authority specified in Article 6.
- (4) Where, under an appointment procedure agreed upon by the parties,
  - (a) a party fails to act as required under such procedure; or
  - (b) the parties, or two arbitrators, are unable to reach an agreement expected of them under such procedure; or
  - (c) a third party, including an institution, fails to perform any function entrusted to it under such procedure,

any party may request the court or other authority specified in Article 6 to take the necessary measure, unless the agreement on the appointment procedure provides other means for securing the appointment.

- (5) A decision on a matter entrusted by paragraph (3) or (4) of this Article to the court or other authority specified in Article 6 shall be subject to no appeal. The court or other authority, in appointing an arbitrator, shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such

**FIRST SCHEDULE — *continued***

considerations as are likely to secure the appointment of an independent and impartial arbitrator and, in the case of a sole or third arbitrator, shall take into account as well the advisability of appointing an arbitrator of a nationality other than those of the parties.

**Article 12. Grounds for challenge**

(1) When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall without delay disclose any such circumstances to the parties unless they have already been informed of them by him.

(2) An arbitrator may be challenged only if circumstances exist that give rise to justifiable doubts as to his impartiality or independence, or if he does not possess qualifications agreed to by the parties. A party may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

**Article 13. Challenge procedure**

(1) The parties are free to agree on a procedure for challenging an arbitrator, subject to the provisions of paragraph (3) of this Article.

(2) Failing such agreement, a party who intends to challenge an arbitrator shall, within fifteen days after becoming aware of the constitution of the arbitral tribunal or after becoming aware of any circumstance referred to in Article 12(2), send a written statement of the reasons for the challenge to the arbitral tribunal. Unless the challenged arbitrator withdraws from his office or the other party agrees to the challenge, the arbitral tribunal shall decide on the challenge.

(3) If a challenge under any procedure agreed upon by the parties or under the procedure of paragraph (2) of this Article is not successful, the challenging party may request, within thirty days after having received notice of the decision rejecting the challenge, the court or other authority specified in Article 6 to decide on the challenge, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal, including the challenged arbitrator, may continue the arbitral proceedings and make an award.

**Article 14. Failure or impossibility to act**

(1) If an arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay, his mandate terminates if he withdraws from his office or if the parties agree on the termination. Otherwise, if a

**FIRST SCHEDULE — *continued***

controversy remains concerning any of these grounds, any party may request the court or other authority specified in Article 6 to decide on the termination of the mandate, which decision shall be subject to no appeal.

(2) If, under this Article or Article 13(2), an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, this does not imply acceptance of the validity of any ground referred to in this Article or Article 12(2).

**Article 15. Appointment of substitute arbitrator**

Where the mandate of an arbitrator terminates under Article 13 or 14 or because of his withdrawal from office for any other reason or because of the revocation of his mandate by agreement of the parties or in any other case of termination of his mandate, a substitute arbitrator shall be appointed according to the rules that were applicable to the appointment of the arbitrator being replaced.

**CHAPTER IV****JURISDICTION OF ARBITRAL TRIBUNAL****Article 16. Competence of arbitral tribunal to rule on its jurisdiction**

(1) The arbitral tribunal may rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement. For that purpose, an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitral tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration clause.

(2) A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence. A party is not precluded from raising such a plea by the fact that he has appointed, or participated in the appointment of, an arbitrator. A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.

(3) The arbitral tribunal may rule on a plea referred to in paragraph (2) of this Article either as a preliminary question or in an award on the merits. If the arbitral tribunal rules as a preliminary question that it has jurisdiction, any party may request, within thirty days after having received notice of that ruling, the court specified in Article 6 to decide the matter, which decision shall be subject to no appeal; while such a request is pending, the arbitral tribunal may continue the arbitral proceedings and make an award.

FIRST SCHEDULE — *continued*

Article 17. Power of arbitral tribunal to order interim measures

Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, order any party to take such interim measure of protection as the arbitral tribunal may consider necessary in respect of the subject-matter of the dispute. The arbitral tribunal may require any party to provide appropriate security in connection with such measure.

CHAPTER V  
CONDUCT OF ARBITRAL PROCEEDINGS

Article 18. Equal treatment of parties

The parties shall be treated with equality and each party shall be given a full opportunity of presenting his case.

Article 19. Determination of rules of procedure

(1) Subject to the provisions of this Law, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting the proceedings.

(2) Failing such agreement, the arbitral tribunal may, subject to the provisions of this Law, conduct the arbitration in such manner as it considers appropriate. The power conferred upon the arbitral tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

Article 20. Place of arbitration

(1) The parties are free to agree on the place of arbitration. Failing such agreement, the place of arbitration shall be determined by the arbitral tribunal having regard to the circumstances of the case, including the convenience of the parties.

(2) Notwithstanding the provisions of paragraph (1) of this Article, the arbitral tribunal may, unless otherwise agreed by the parties, meet at any place it considers appropriate for consultation among its members, for hearing witnesses, experts or the parties, or for inspection of goods, other property or documents.

Article 21. Commencement of arbitral proceedings

Unless otherwise agreed by the parties, the arbitral proceedings in respect of a particular dispute commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.

**FIRST SCHEDULE — *continued***

**Article 22. Language**

(1) The parties are free to agree on the language or languages to be used in the arbitral proceedings. Failing such agreement, the arbitral tribunal shall determine the language or languages to be used in the proceedings. This agreement or determination, unless otherwise specified therein, shall apply to any written statement by a party, any hearing and any award, decision or other communication by the arbitral tribunal.

(2) The arbitral tribunal may order that any documentary evidence shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal.

**Article 23. Statements of claim and defence**

(1) Within the period of time agreed by the parties or determined by the arbitral tribunal, the claimant shall state the facts supporting his claim, the points at issue and the relief or remedy sought, and the respondent shall state his defence in respect of these particulars, unless the parties have otherwise agreed as to the required elements of such statements. The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.

(2) Unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow such amendment having regard to the delay in making it.

**Article 24. Hearings and written proceedings**

(1) Subject to any contrary agreement by the parties, the arbitral tribunal shall decide whether to hold oral hearings for the presentation of evidence or for oral argument, or whether the proceedings shall be conducted on the basis of documents and other materials. However, unless the parties have agreed that no hearings shall be held, the arbitral tribunal shall hold such hearings at an appropriate stage of the proceedings, if so requested by a party.

(2) The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral tribunal for the purposes of inspection of goods, other property or documents.

(3) All statements, documents or other information supplied to the arbitral tribunal by one party shall be communicated to the other party. Also any expert report or evidentiary document on which the arbitral tribunal may rely in making its decision shall be communicated to the parties.

**FIRST SCHEDULE — *continued***

**Article 25. Default of a party**

Unless otherwise agreed by the parties, if, without showing sufficient cause —

- (a) the claimant fails to communicate his statement of claim in accordance with Article 23(1), the arbitral tribunal shall terminate the proceedings;
- (b) the respondent fails to communicate his statement of defence in accordance with Article 23(1), the arbitral tribunal shall continue the proceedings without treating such failure in itself as an admission of the claimant's allegations;
- (c) any party fails to appear at a hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the award on the evidence before it.

**Article 26. Expert appointed by arbitral tribunal**

(1) Unless otherwise agreed by the parties, the arbitral tribunal —

- (a) may appoint one or more experts to report to it on specific issues to be determined by the arbitral tribunal;
- (b) may require a party to give the expert any relevant information or to produce, or to provide access to, any relevant documents, goods or other property for his inspection.

(2) Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in a hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

**Article 27. Court assistance in taking evidence**

The arbitral tribunal or a party with the approval of the arbitral tribunal may request from a competent court of this State assistance in taking evidence. The court may execute the request within its competence and according to its rules on taking evidence.

**CHAPTER VI**

**MAKING OF AWARD AND TERMINATION OF PROCEEDINGS**

**Article 28. Rules applicable to substance of dispute**

(1) The arbitral tribunal shall decide the dispute in accordance with such rules of law as are chosen by the parties as applicable to the substance of the dispute. Any

**FIRST SCHEDULE — *continued***

designation of the law or legal system of a given State shall be construed, unless otherwise expressed, as directly referring to the substantive law of that State and not to its conflict of laws rules.

(2) Failing any designation by the parties, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.

(3) The arbitral tribunal shall decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so.

(4) In all cases, the arbitral tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

**Article 29. Decision-making by panel of arbitrators**

In arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made, unless otherwise agreed by the parties, by a majority of all its members. However, questions of procedure may be decided by a presiding arbitrator, if so authorised by the parties or all members of the arbitral tribunal.

**Article 30. Settlement**

(1) If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

(2) An award on agreed terms shall be made in accordance with the provisions of Article 31 and shall state that it is an award. Such an award has the same status and effect as any other award on the merits of the case.

**Article 31. Form and contents of award**

(1) The award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitral proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated.

(2) The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under Article 30.

(3) The award shall state its date and the place of arbitration as determined in accordance with Article 20(1). The award shall be deemed to have been made at that place.

**FIRST SCHEDULE — *continued***

(4) After the award is made, a copy signed by the arbitrators in accordance with paragraph (1) of this Article shall be delivered to each party.

**Article 32. Termination of proceedings**

(1) The arbitral proceedings are terminated by the final award or by an order of the arbitral tribunal in accordance with paragraph (2) of this Article.

(2) The arbitral tribunal shall issue an order for the termination of the arbitral proceedings when:

- (a) the claimant withdraws his claim, unless the respondent objects thereto and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute;
- (b) the parties agree on the termination of the proceedings;
- (c) the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.

(3) The mandate of the arbitral tribunal terminates with the termination of the arbitral proceedings, subject to the provisions of Articles 33 and 34(4).

**Article 33. Correction and interpretation of award; additional award**

(1) Within thirty days of receipt of the award, unless another period of time has been agreed upon by the parties:

- (a) a party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of similar nature;
- (b) if so agreed by the parties, a party, with notice to the other party, may request the arbitral tribunal to give an interpretation of a specific point or part of the award.

If the arbitral tribunal considers the request to be justified, it shall make the correction or give the interpretation within thirty days of receipt of the request. The interpretation shall form part of the award.

(2) The arbitral tribunal may correct any error of the type referred to in paragraph (1) (a) of this Article on its own initiative within thirty days of the date of the award.

(3) Unless otherwise agreed by the parties, a party, with notice to the other party, may request, within thirty days of receipt of the award, the arbitral tribunal to make an additional award as to claims presented in the arbitral proceedings but

FIRST SCHEDULE — *continued*

omitted from the award. If the arbitral tribunal considers the request to be justified, it shall make the additional award within sixty days.

(4) The arbitral tribunal may extend, if necessary, the period of time within which it shall make a correction, interpretation or an additional award under paragraph (1) or (3) of this Article.

(5) The provisions of Article 31 shall apply to a correction or interpretation of the award or to an additional award.

CHAPTER VII

RECOURSE AGAINST AWARD

Article 34. Application for setting aside as exclusive recourse against arbitral award

(1) Recourse to a court against an arbitral award may be made only by an application for setting aside in accordance with paragraphs (2) and (3) of this Article.

(2) An arbitral award may be set aside by the court specified in Article 6 only if:

(a) the party making the application furnishes proof that:

- (i) a party to the arbitration agreement referred to in Article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of this State; or
- (ii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or
- (iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the award which contains decisions on matters not submitted to arbitration may be set aside; or
- (iv) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law from which the parties cannot derogate, or, failing such agreement, was not in accordance with this Law; or

FIRST SCHEDULE — *continued*

(b) the court finds that:

- (i) the subject-matter of the dispute is not capable of settlement by arbitration under the law of this State; or
- (ii) the award is in conflict with the public policy of this State.

(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award or, if a request had been made under Article 33, from the date on which that request had been disposed of by the arbitral tribunal.

(4) The court, when asked to set aside an award, may, where appropriate and so requested by a party, suspend the setting aside proceedings for a period of time determined by it in order to give the arbitral tribunal an opportunity to resume the arbitral proceedings or to take such other action as in the arbitral tribunal's opinion will eliminate the grounds for setting aside.

CHAPTER VIII

RECOGNITION AND ENFORCEMENT OF AWARDS

Article 35. Recognition and enforcement

(1) An arbitral award, irrespective of the country in which it was made, shall be recognised as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this Article and of Article 36.

(2) The party relying on an award or applying for its enforcement shall supply the duly authenticated original award or a duly certified copy thereof, and the original arbitration agreement referred to in Article 7 or a duly certified copy thereof. If the award or agreement is not made in an official language of this State, the party shall supply a duly certified translation thereof into such language.<sup>†</sup>

Article 36. Grounds for refusing recognition or enforcement

(1) Recognition or enforcement of an arbitral award, irrespective of the country in which it was made, may be refused only:

- (a) at the request of the party against whom it is invoked, if that party furnishes to the competent court where recognition or enforcement is sought proof that:
  - (i) a party to the arbitration agreement referred to in Article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any

<sup>†</sup> The conditions set forth in this paragraph are intended to set maximum standards. It would, thus, not be contrary to the harmonisation to be achieved by the Model Law if a State retained even less onerous conditions.

**FIRST SCHEDULE — *continued***

indication thereon, under the law of the country where the award was made; or

- (ii) the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or
- (iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognised and enforced; or
- (iv) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
- (v) the award has not yet become binding on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or

(b) if the court finds that:

- (i) the subject-matter of the dispute is not capable of settlement by arbitration under the law of this State; or
- (ii) the recognition or enforcement of the award would be contrary to the public policy of this State.

(2) If an application for setting aside or suspension of an award has been made to a court referred to in paragraph (1)(a)(v) of this Article, the court where recognition or enforcement is sought may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the award, order the other party to provide appropriate security.

## SECOND SCHEDULE

Section 27(1)

### CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS CONCLUDED AT NEW YORK ON 10TH JUNE 1958

#### ARTICLE I

1. This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal. It shall also apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought.
2. The term “arbitral awards” shall include not only awards made by arbitrators appointed for each case but also those made by permanent arbitral bodies to which the parties have submitted.
3. When signing, ratifying or acceding to this Convention, or notifying extension under Article X hereof, any State may on the basis of reciprocity declare that it will apply the Convention to the recognition and enforcement of awards made only in the territory of another Contracting State. It may also declare that it will apply the Convention only to differences arising out of legal relationships, whether contractual or not, which are considered as commercial under the national law of the State making such declaration.

#### ARTICLE II

1. Each Contracting State shall recognise an agreement in writing under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject-matter capable of settlement by arbitration.
2. The term “agreement in writing” shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.
3. The court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this Article, shall, at the request of one of the parties, refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed.

SECOND SCHEDULE — *continued*

ARTICLE III

Each Contracting State shall recognise arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following Articles. There shall not be imposed substantially more onerous conditions or higher fees or charges on the recognition or enforcement of arbitral awards to which this Convention applies than are imposed on the recognition or enforcement of domestic arbitral awards.

ARTICLE IV

1. To obtain the recognition and enforcement mentioned in the preceding Article, the party applying for recognition and enforcement shall, at the time of the application, supply —

- (a) the duly authenticated original award or a duly certified copy thereof;
- (b) the original agreement referred to in Article II or a duly certified copy thereof.

2. If the said award or agreement is not made in an official language of the country in which the award is relied upon, the party applying for recognition and enforcement of the award shall produce a translation of these documents into such language. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.

ARTICLE V

1. Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that —

- (a) the parties to the agreement referred to in Article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or
- (b) the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
- (c) the award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which

**SECOND SCHEDULE — *continued***

contains decisions on matters submitted to arbitration may be recognised and enforced; or

- (d) the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or
- (e) the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

2. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that —

- (a) the subject-matter of the difference is not capable of settlement by arbitration under the law of that country; or
- (b) the recognition or enforcement of the award would be contrary to the public policy of that country.

**ARTICLE VI**

If an application for the setting aside or suspension of the award has been made to a competent authority referred to in Article V (1) (e), the authority before which the award is sought to be relied upon may, if it considers it proper, adjourn the decision on the enforcement of the award and may also, on the application of the party claiming enforcement of the award, order the other party to give suitable security.

**ARTICLE VII**

1. The provisions of the present Convention shall not affect the validity of multilateral or bilateral agreements concerning the recognition and enforcement of arbitral awards entered into by the Contracting States nor deprive any interested party of any right he may have to avail himself of an arbitral award in the manner and to the extent allowed by the law or the treaties of the country where such award is sought to be relied upon.

2. The Geneva Protocol on Arbitration Clauses of 1923 and the Geneva Convention on the Execution of Foreign Arbitral Awards of 1927 shall cease to have effect between Contracting States on their becoming bound and to the extent that they become bound, by this Convention.

**ARTICLE VIII**

1. This Convention shall be open until 31st December 1958 for signature on behalf of any Member of the United Nations and also on behalf of any other State

SECOND SCHEDULE — *continued*

which is or hereafter becomes a member of any specialised agency of the United Nations, or which is or hereafter becomes a party to the Statute of the International Court of Justice, or any other State to which an invitation has been addressed by the General Assembly of the United Nations.

2. This Convention shall be ratified and the instrument of ratification shall be deposited with the Secretary-General of the United Nations.

ARTICLE IX

1. This Convention shall be open for accession to all States referred to in Article VIII.

2. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

ARTICLE X

1. Any State may, at the time of signature, ratification or accession, declare that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. Such a declaration shall take effect when the Convention enters into force for the State concerned.

2. At any time thereafter any such extension shall be made by notification addressed to the Secretary-General of the United Nations and shall take effect as from the ninetieth day after the day of receipt by the Secretary-General of the United Nations of this notification, or as from the date of entry into force of the Convention for the State concerned, whichever is the later.

3. With respect to those territories to which this Convention is not extended at the time of signature, ratification or accession, each State concerned shall consider the possibility of taking the necessary steps in order to extend the application of this Convention to such territories, subject, where necessary for constitutional reasons, to the consent of the Governments of such territories.

ARTICLE XI

In the case of a federal or non-unitary State, the following provisions shall apply:

- (a) with respect to those Articles of this Convention that come within the legislative jurisdiction of the federal authority, the obligations of the federal Government shall to this extent be the same as those of Contracting States which are not federal States;
- (b) with respect to those Articles of this Convention that come within the legislative jurisdiction of constituent States or provinces which are not, under the constitutional system of the federation, bound to take legislative action, the federal Government shall bring such articles with a favourable recommendation to the notice of the appropriate

SECOND SCHEDULE — *continued*

authorities of constituent States or provinces at the earliest possible moment;

- (c) a federal State Party to this Convention shall, at the request of any other Contracting State transmitted through the Secretary-General of the United Nations, supply a statement of the law and practice of the federation and its constituent units in regard to any particular provision of this Convention, showing the extent to which effect has been given to that provision by legislative or other action.

ARTICLE XII

1. This Convention shall come into force on the ninetieth day following the date of deposit of the third instrument of ratification or accession.

2. For each State ratifying or acceding to this Convention after the deposit of the third instrument of ratification or accession, this Convention shall enter into force on the ninetieth day after deposit by such State of its instrument of ratification or accession.

ARTICLE XIII

1. Any Contracting State may denounce this Convention by a written notification to the Secretary-General of the United Nations. Denunciation shall take effect one year after the date of receipt of the notification by the Secretary-General.

2. Any State which has made a declaration or notification under Article X may, at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Convention shall cease to extend to the territory concerned one year after the date of the receipt of the notification by the Secretary-General.

3. This Convention shall continue to be applicable to arbitral awards in respect of which recognition or enforcement proceedings have been instituted before the denunciation takes effect.

ARTICLE XIV

A Contracting State shall not be entitled to avail itself of the present Convention against other Contracting States except to the extent that it is itself bound to apply the Convention.

ARTICLE XV

The Secretary-General of the United Nations shall notify the States contemplated in Article VIII of the following:

- (a) signatures and ratifications in accordance with Article VIII;

SECOND SCHEDULE — *continued*

- (b) accessions in accordance with Article IX;
- (c) declarations and notifications under Articles I, X and XI;
- (d) the date upon which this Convention enters into force in accordance with Article XII;
- (e) denunciations and notifications in accordance with Article XIII.

ARTICLE XVI

1. This Convention, of which the Chinese, English, French, Russian and Spanish texts shall be equally authentic, shall be deposited in the archives of the United Nations.

2. The Secretary-General of the United Nations shall transmit a certified copy of this Convention to the States contemplated in Article VIII.

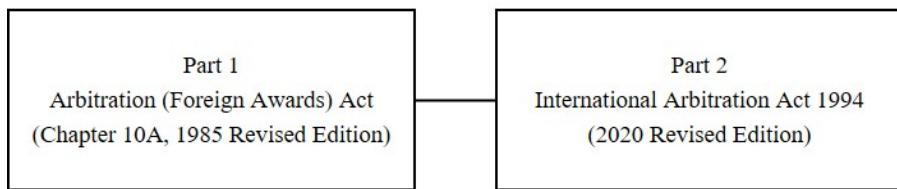
[26/2009]

# LEGISLATIVE HISTORY

## INTERNATIONAL ARBITRATION ACT 1994

This Legislative History is a service provided by the Law Revision Commission on a best-efforts basis. It is not part of the Act.

### PICTORIAL OVERVIEW OF PREDECESSOR ACTS



### LEGISLATIVE HISTORY DETAILS

#### PART 1 ARBITRATION (FOREIGN AWARDS) ACT (CHAPTER 10A, 1985 REVISED EDITION)

##### **1. Act 24 of 1986 — Arbitration (Foreign Awards) Act 1986**

Bill	:	16/1986
First Reading	:	29 July 1986
Second and Third Readings	:	25 August 1986
Commencement	:	19 November 1986

##### **2. 1985 Revised Edition — Arbitration (Foreign Awards) Act (Chapter 10A)**

Operation	:	30 March 1987
-----------	---	---------------

#### PART 2 INTERNATIONAL ARBITRATION ACT 1994 (2020 REVISED EDITION)

##### **3. Act 23 of 1994 — International Arbitration Act 1994**

Bill	:	14/1994
First Reading	:	25 July 1994
Second and Third Readings	:	31 October 1994
Commencement	:	27 January 1995

**4. 1995 Revised Edition — International Arbitration Act (Chapter 143A)**

Operation : 15 March 1995

**5. Act 38 of 2001 — International Arbitration (Amendment) Act 2001**

Bill : 38/2001

First Reading : 25 September 2001

Second and Third Readings : 5 October 2001

Commencement : 1 November 2001

**6. Act 28 of 2002 — International Arbitration (Amendment) Act 2002**

Bill : 28/2002

First Reading : 27 August 2002

Second and Third Readings : 1 October 2002

Commencement : 25 October 2002

**7. 2002 Revised Edition — International Arbitration Act (Chapter 143A)**

Operation : 31 December 2002

**8. Act 42 of 2005 — Statutes (Miscellaneous Amendments) (No. 2) Act 2005**

(Amendments made by section 7 read with item (11) of the Fifth Schedule to the above Act)

Bill : 30/2005

First Reading : 17 October 2005

Second and Third Readings : 21 November 2005

Commencement : 1 January 2006 (section 7 read with item (11) of the Fifth Schedule)

**9. Act 26 of 2009 — International Arbitration (Amendment) Act 2009**

Bill : 20/2009

First Reading : 14 September 2009

Second and Third Readings : 19 October 2009

Commencement : 1 January 2010

**10. Act 12 of 2012 — International Arbitration (Amendment) Act 2012**

Bill : 10/2012

First Reading : 8 March 2012

Second and Third Readings : 9 April 2012

Commencement : 1 June 2012

**11. Act 13 of 2012 — Foreign Limitation Periods Act 2012**

(Amendments made by section 8 read with item 2 of the Schedule to the above Act)

Bill : 11/2012

First Reading : 8 March 2012

Second and Third Readings : 9 April 2012

Commencement : 1 June 2012 (section 8 read with item 2 of the Schedule)

**12. Act 16 of 2016 — Statutes (Miscellaneous Amendments) Act 2016**

(Amendments made by section 11 of the above Act)

Bill : 15/2016

First Reading : 14 April 2016

Second and Third Readings : 9 May 2016

Commencement : 1 August 2016 (section 11)

**13. Act 23 of 2019 — Intellectual Property (Dispute Resolution) Act 2019**

(Amendments made by section 8 of the above Act)

Bill : 17/2019

First Reading : 8 July 2019

Second and Third Readings : 5 August 2019

Commencement : 21 November 2019 (section 8)

**14. Act 32 of 2020 — International Arbitration (Amendment) Act 2020**

Bill : 29/2020

First Reading : 1 September 2020

Second and Third Readings : 5 October 2020

Commencement : 1 December 2020

**15. Act 40 of 2019 — Supreme Court of Judicature (Amendment) Act 2019**

(Amendments made by section 28(1) read with item 77 of the Schedule to the above Act)

Bill : 32/2019

First Reading : 7 October 2019

Second Reading : 5 November 2019

Notice of Amendments	:	5 November 2019
Third Reading	:	5 November 2019
Commencement	:	2 January 2021 (section 28(1) read with item 77 of the Schedule)

**16. 2020 Revised Edition — International Arbitration Act 1994**

Operation	:	31 December 2021
-----------	---	------------------

**17. Act 25 of 2021 — Courts (Civil and Criminal Justice) Reform Act 2021**  
(Amendments made by Part 9 of the above Act)

Bill	:	18/2021
First Reading	:	26 July 2021
Second and Third Readings	:	14 September 2021
Commencement	:	1 April 2022

**18. Act 31 of 2022 — Statutes (Miscellaneous Amendments) Act 2022**  
(Amendments made by the above Act)

Bill	:	24/2022
First Reading	:	12 September 2022
Second and Third Readings	:	3 October 2022
Commencement	:	1 November 2022

**19. Act 24 of 2019 — Reciprocal Enforcement of Commonwealth Judgments (Repeal) Act 2019**

(Amendments made by the above Act)

Date of First Reading	:	5 August 2019 (Bill No. 18/2019 published on 5 August 2019)
Second and Third Readings	:	2 September 2019
Date of Commencement	:	1 March 2023

## Abbreviations

(updated on 29 August 2022)

G.N.	Gazette Notification
G.N. Sp.	Gazette Notification (Special Supplement)
L.A.	Legislative Assembly
L.N.	Legal Notification (Federal/Malaysian)
M.	Malaya/Malaysia (including Federated Malay States, Malayan Union, Federation of Malaya and Federation of Malaysia)
Parl.	Parliament
S	Subsidiary Legislation
S.I.	Statutory Instrument (United Kingdom)
S (N.S.)	Subsidiary Legislation (New Series)
S.S.G.G.	Straits Settlements Government Gazette
S.S.G.G. (E)	Straits Settlements Government Gazette (Extraordinary)

**COMPARATIVE TABLE**  
**INTERNATIONAL ARBITRATION**  
**ACT 1994**

This Act has undergone renumbering in the 2020 Revised Edition. This Comparative Table is provided to help readers locate the corresponding provisions in the last Revised Edition.

<b>2020 Ed.</b>	<b>2002 Ed.</b>
—	<b>2</b> —(3) [ <i>Deleted by Act 12 of 2012</i> ]
—	(4) [ <i>Deleted by Act 12 of 2012</i> ]
—	<b>12</b> —(7) [ <i>Deleted by Act 26 of 2009</i> ]