SINGAPORE INSTITUTE OF ARBITRATORS

NEWSLETTER

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JULY 2000 ISSUE NO.20

CONTENTS

VIEWPOINT

THE PRESIDENT'S COLUMN

- Richard Tan LLB(Hons) FSIArb FCIArb

The first few months of the new millennium have been relatively busy. I am pleased to note that the response from our members to the survey forms sent to members with the November 1999 issue of the newsletter was encouraging. Following that survey, an invitation was sent to those who expressed interest in participating in committee work and various committees were then formed under the chairmanship of certain appointed council members. Regrettably, not all requests from members for inclusion in the committees of their choice could be accommodated because of overwhelming demand and other reasons. However, we hope that in due course of time as committees begin to find their feet, some of the committees can be expanded to take on more tasks and hence, additional members.

The Law Review committee in particular, chaired by Leslie Chew SC and Associate Professor Hsu Locknie, was busy reviewing the proposed Arbitration Bill 2000 and International Arbitration Bill 2000, two important pieces of legislation which will alter the way in which arbitration is conducted in Singapore. The Institute was invited to comment on the Bills and the final report is being prepared to be presented to the Attorney-General's Chambers. These developments will undoubtedly provoke some debate in the coming months and we expect to hold a forum on this in due course. The work of some of the other committees has been less frenetic possibly because, unlike the Law Review committee, no urgent deadlines were set, but that is, of course, no real excuse and we hope that the pace will pick up in the next few months. The Professional Practice committee will, inter alia, be drafting a new code of conduct for arbitrator-members and recommending new arbitration rules and criteria for selection and appointment of arbitrators. In addition, a mentorship scheme will be studied under which new arbitrators might understudy experienced arbitrators. The Activities committee will be planning events such as a Golf Day and the Mid-Year Committee meetings. Members who have not previously indicated their interest to join committees are free to contact the Secretariat to enquire as to the prospect of sitting on those committees in case vacancies arise. The Publications Committee is also working on developing the Institute's website and we hope this will be up and running soon.

I am happy to report on some of the more noteworthy events in the past few months.

In January this year, the Institute conducted a course jointly with the Singapore Institute of Architects on arbitration. It covered the essential basics of arbitration with emphasis on construction arbitrations. It was well attended and regarded as a success from the feedback of those who attended. Plans are afoot to organise more such courses for those in specific industries. Institute members will enjoy preferential rates and will find such courses helpful as refreshers.

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The Institute has also co-operated with CASE, the Consumer Association of Singapore, to put forward names of persons who might be interested in serving as mediators on CASE's Mediation Panel. We have also collaborated with the Singapore International Arbitration Centre in putting forward possible names for inclusion in a panel of arbitrators to hear small claims from the Subordinate Courts which may be referred to arbitration.

The Institute continues to enjoy a very close working relationship with the Chartered Institute and we were pleased to welcome the new Secretary-General of the Chartered Institute of Arbitrators, Dair-Farrar Hockley, MC during his recent visit to Singapore. Members of our Institute and the Chartered Institute met over drinks at the Goodwood Park Hotel to exchange views. We intend to plan further joint courses and programmes on arbitration. Mr. Tony Houghton, the Chairman of the Chartered Institute's East Asia Branch was also in Singapore to discuss a joint international forum on arbitration to be held during the later part of this year.

Our members were also invited to a talk by Dr. Julian Lew, the Head of the School of International Arbitration, Centre for Commercial Law Studies, Queen Mary and Westfield College, University of London and a partner of Herbert Smith, on the subject "Independence of Arbitrators and the Extent and Scope of Disclosure". Our thanks to Herbert Smith for sponsoring the excellent reception which followed the talk.

We will be holding our Annual General Meeting on 4 August 2000 followed by the Institute's dinner. Our guest speaker will be retired Justice Mr. Warren Khoo, now Chairman of the Singapore International Arbitration Centre. ▲

ANNOUNCEMENT

NINETEENTH ANNUAL GENERAL MEETING

of **The Singapore Institute of Arbitrators** on **4 August 2000 (Friday)** at **6.00 pm** at

SHANGRI-LA HOTEL SINGAPORE

TO BE FOLLOWED BY DINNER at 7.30 pm

Guest-of-Honour Mr Warren Khoo, Chairman of The Singapore International Arbitration Centre

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The President and Council Members cordially invite all members of the Institute to attend the 19th Annual General Meeting and the Dinner that will follow the meeting.

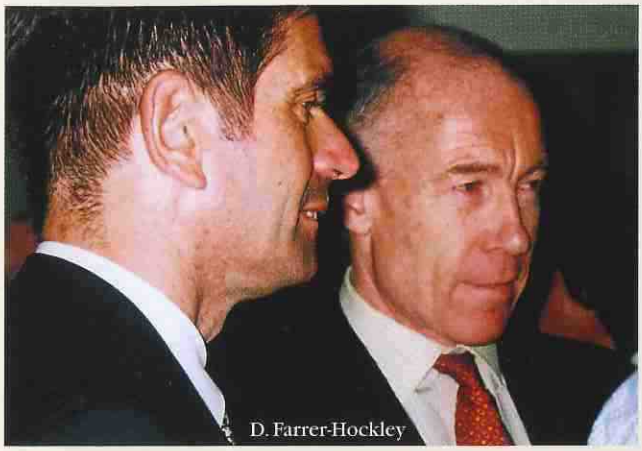
Members need only pay S$40.00 for attending the Dinner. Members are also welcome to invite their guests to attend the Dinner. Members' guests will be charged S$45.00 each. Members are invited to make ADVANCE PAYMENT by cheque payable to the **SINGAPORE INSTITUTE OF ARBITRATORS**

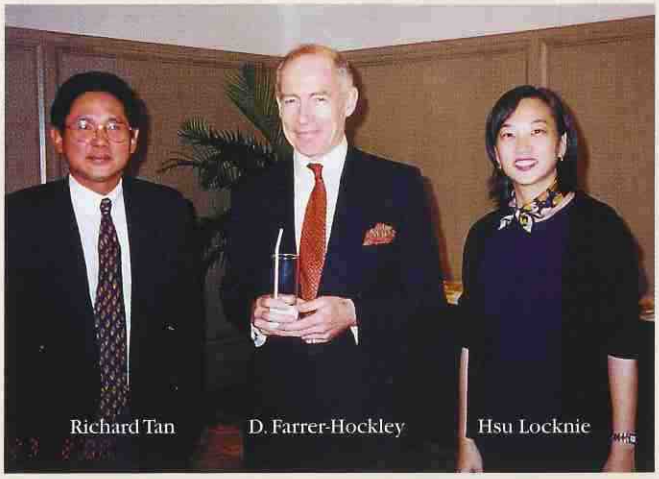
Please remit your cheque together with the REPLY FORM (a copy of which is enclosed) duly filled in, and return it on or before Friday, 21 July 2000 to the following address:

To: Honorary Secretary
The Singapore Institute of Arbitrators
c/o 170 Bukit Timah Road
#09-04 Bukit Timah Shopping Centre
Singapore 588179.

PORTRAITS

of the occasion of a reception and dinner hosted by the SIArb for Mr. Dair Farrer-Hockley MC, Secretary-General of CIArb on 23rd Febuary 2000


D. Farrer-Hockley


Richard Tan D. Farrer-Hockley Hsu Locknie


Chris Petrie Goh Phai Cheng David Howell

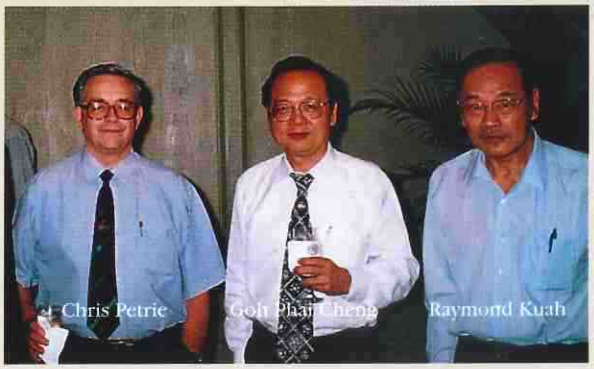

D. Farrer-Hockley
Michael Hwang
Richard Tan Goh Phai Cheng


Vareldzis Vassilios Simon Lee


Y. C. Yang Simon Lee


Capt. Lee Fook Choon


Hsu Locknie Vareldzis Vassilios Jennifer Yeo


Chris Petrie Goh Phai Cheng Raymond Kuah

LEGAL DEVELOPMENTS

Arbitration under Section 22 of Arbitration Act (Cap. 10)

by Christopher Chuah LLB(Hons), FSIArb

Arbitration is generally a consensual system of dispute resolution. Where parties have instituted legal proceedings in court, they may in the course of proceedings decide to refer their disputes to arbitration instead. In such situations, parties have two options. They can either discontinue or have proceedings stayed on terms that the disputes encompassed in the proceedings be referred by consent to arbitration. Alternatively,either party may apply for the disputes to be referred to arbitration under section 22 Arbitration Act (Cap 10).

Section 22 Arbitration Act (Cap. 10) provides that where:
In any cause or matter, other than a criminal proceeding by the Public Prosecutor,

(a) all interested parties who are not under disability consent;

(b) the cause or matter requires any prolonged examination of documents or any scientific or local investigation which cannot, in the opinion of the court or a judge thereof, conveniently be conducted by the court through its ordinary officers; or

(c) the question in dispute consists wholly or in part of matters of account,

the court or judge thereof may at any time order the whole cause or matter or any question; or issue of fact arising therein to be tried before a special referee or arbitrator respectively agreed on by the parties; or an officer of the court.

Section 23 goes on to provide that the report or award of any special referee or arbitrator on any such reference shall, unless set aside by the court or judge thereof, be equivalent to the judgment of a judge.

Order 69 of the Rules of Court [1997 Ed.] sets out various procedural matters which might be relevant to an arbitration proceeding initiated under s. 22 of the Arbitration Act, such as:

(i) who may act as a special referee (r. 8),
(ii) the directions the Court may give pursuant to a Rule 8 Order (r. 9),
(iii) the remuneration of the special referee (r. 10),
(iv) how the proceedings are to be conducted (r.11),
(v) the power to set aside or vary an order made under Rule 8 (r.12), and
(vi) the requirement that the special referee report to the Court (r.13).

Section22 Arbitration Act is one of the least understood and utilised provision in the Arbitration Act. There is also a dearth of reported local cases on this subject and guidance on the interpretation of section 22 would have to be sought from other jurisdictions which have similar provisions.

The UK Position

In the UK, the equivalent provision of our section 22 was deleted from their Arbitration Act 1889 and re-enacted under Section 89 of the Supreme Court of Judicature (Consolidation) Act 1925 ("SCJCA"). A provision for statutory arbitration is also found in the County Courts Act 1984 ("CCA").

The ambit of Section 89 SCJCA was considered in *Charles Osenton & Co v. Johnston (1941) AC 130 ("Charles Osenton")*. In that case, the House of Lords examined the scope of limb (b) which provides for statutory arbitration where:

> *"the cause or matter requires [a] prolonged examination of documents or [a] scientific or local investigation which cannot, in the opinion of the court or a judge thereof, conveniently be conducted by the court through its ordinary officer".*

Viscount Simon LC in his judgment held that the issue must be such that determination "cannot in the opinion of the court or a judge be conveniently made [with regards to the] examination of documents [relating to] any scientific or local investigation" and that the expression "local investigation" refers to a situation where the official referee or other officer could establish himself in part of the country most convenient for the hearing. His Lordship went on to hold that "scientific investigation" is not confined only to technical questions (which a judge is competent to deal with).It could cover more than evidence given at the hearing, eg. scientific experiments conducted in the presence of a judge. Lord Wright took the view that the phrase"scientific and local investigation" was used in a vague and general sense, and that they are not terms of art nor are they to be strictly construed.In his view,"scientific investigation" was wide enough to encompass practical questions of science although it is a narrower idea than the word "technical" or "expert". It would not cover a large proportion of technical or expert evidence, such as handwriting expert or an expert stevedore but would cover the expert evidence of medical or surgical experts, engineering experts or sanitary or chemical experts.

Statutory arbitration in the UK can also take place pursuant to the CCA and such arbitrations are known as "small claims" arbitration. Section 64(2) of the CCA provides that the County Court Rules ("CCR") may prescribe cases in which proceedings may be referred to arbitration by order of the court. S. 64(3) CCA states that the award of the arbitrator, arbitrators or umpire shall be entered as the judgment of the proceedings, subject to s. 64(4), which stipulates that the judge may set aside any award made. Such a mechanism provides an easy and informal method of resolving disputes but the duty of the arbitrator here is to discover the facts and apply the law of England to those facts in exactly the same way as when the matter is tried in Court.

Section 65 (1) of the CCA provides that subject to the CCR, the judge may refer to the registrar or a referee for inquiry and report :

(a) any proceedings which require any prolonged examination of documents or any scientific or local investigation which cannot, in the opinion of the judge, conveniently be made before him;
(b) any proceedings where the question in dispute consists wholly or in part of matters of account;
(c) with the consent of the parties, any other proceedings;
(d) subject to any right to have particular cases tried with a jury, any question arising in any proceedings.

Order 19 Rule 2(2) of the CCR sets out the procedure for such a reference . Under the said Rule, an application may be made:

(i) before the hearing on notice by any party;
(ii) at the hearing on application by any party; or
(iii) at any stage of the proceedings by the court of its own motion.

The sum involved for the reference must not exceed 1000 pounds, unless the parties agree otherwise. This limit is amended from time to time. By Order 19 Rule 3 of the CCR, claims below this limit are automatically referred for arbitration unless the judge is satisfied that he should order trial in court, on the grounds that a difficult question of law or a question of fact of exceptional complexity was involved or that it would be unreasonable for the claim to proceed to arbitration having regard to the subject matter, the size of the counterclaim or the circumstances of the case or interest of the parties likely to be affected by the award.

The case of *Morgan v. Cullen [1936] 2 KB 324* established that apart from the situations set out in Order 19 Rule 3, the judge has no power to refer the whole action to a district judge for inquiry and report without the consent of the parties. Therefore, the consent of the parties must be obtained before the judge can refer cases for arbitration in situations other than those set out in the Rule. If it were otherwise, the judge would be directing another person to hear the witnesses, observe their demeanour and report to him upon the impression made by the witnesses, when it should be the judge himself who should assess the direct evidence. The judge should not delegate his duty unless special circumstances exist.

An interesting comparison may be made at this juncture between our local section 22 Arbitration Act and the provisions in the CCA. The CCA provides for a report or inquiry to be made by the registrar or referee to assist the judge in arriving at his judgment [s. 65(3) CCA] whereas the Singapore legislation provides for the issue or matter to be tried before a special referee or arbitrator respectively agreed on by the parties or before an officer of the court. Section 21 deals with a report by the special referee to assist the court, and this report is equivalent to the judgment of a judge, by virtue of s.23(2) of our Act.

By comparison, the provisions in the CCA appears to be wider in scope than their Singapore counterpart. For one, there is no application to a jury trial in Singapore so s.65(1)(d) CCA has no equivalent Singapore provision. Secondly, s.65(1)(d) CCA refers to matters which "cannot, in the opinion of the judge, conveniently be made before him" whilst section 22(b) refers to matters which "cannot, in the opinion of the court or a judge thereof, conveniently be conducted by the court through its ordinary officers".

Challenges to an award or report made under section 22 Arbitration Act

Some light was shed on this question in a recent High Court decision in *Tan Chiang Brother's Marble (S) Pte. Ltd. v. Anderson Land Pte Ltd (Lum Chang Building Contractors Pte. Ltd., third party) [2000] 1 SLR 510 ("Tan Chiang Bros").*

In *Tan Chiang Bros*, the third party, Lum Chang Building Contractors Pte. Ltd ("Lum Chang"), made an oral application at the commencement of a trial for proceedings to be stayed so that the matter can be arbitrated. The application was allowed and the parties proceeded to arbitration before Mr Giam Chin Toon.

An interim award was rendered by the arbitrator on 9 February 1999. Lum Chang was dissatisfied with the award and applied in the first instance on 2 March 1999 under s.28 Arbitration Act for leave to appeal against the award. They then did an about-turn and took out a summons-in-chambers on 3 June 1999 for a declaration that leave of court was not required to appeal against the award on the grounds that s.28 did not apply because the arbitration was one directed by the Court rather than one effected under an agreement between the parties to arbitrate.

The first issue which the court had to consider was the nature of the arbitration which was held subsequent to the order made by the Court. Counsel for the defendants contended that the arbitration was made pursuant to an agreement by the parties at the outset of the trial and that the resulting orders from the court was merely to put that agreement into effect with the order of court representing the written arbitration agreement as defined in Section 2 Arbitration Act. On this basis, any appeal against the award would have be governed by section 28 Arbitration Act .The Court disagreed with this contention. Choo JC took the view that the orders for the matter to proceed to arbitration were made under section 22. Consequently, the Court found that the proper recourse for Lum Chang was to apply to set aside such an award as contemplated by Section 23(2) Act.

The second issue which arose for consideration was when an application to set aside an award under section 22 should be made.The Act is silent on this point. Choo JC held as follows: "In the absence of any express statutory provision, I will hold that a reasonable time would be 21 days, which is the same period under section 28. It must be remembered that unless the award is set aside, it stands as a judgment of the court against which the dissatisfied party has one month to appeal to the Court of Appeal. If however an application is made to set aside the award the time to appeal to the Court of Appeal will run from the date of the decision of the judge. In the absence of any other consideration, I think that it would be fair to set the limit 21 days for a dissatisfied party to apply to set aside an award under section 22." Lum Chang appealed to the Court of Appeal but its appeal was dismissed The Court of Appeal has yet to hand down its written judgment.

Conclusion

Whilst the Tan Chiang Bros case clarifies the position regarding the appropriate recourse to take as regards challenges to awards under section 22 , there remain many unanswered questions. For example, what are the grounds for setting aside an award of a special referee or arbitrator made under section 22? This is an important consideration to bear in mind when parties decide whether to refer their disputes for arbitration under section 22. Where section 28 applies, a party who is dissatisfied with the award would usually have to seek leave to appeal against the award in the absence of consent of the other parties to the reference whereas a dissatisfied party could apply as of right to set aside an award under section 22 within the appropriate time frame. Further, leave to appeal under section 28 is not granted as of right and is subject to the Nema principles. It remains to be seen how the Courts in Singapore would approach an application for setting aside under section 22. ▲

Stay of Proceedings Pending Arbitration

by Michael Hwang SC *

Article 16 of the UNCITRAL Model Law (found in the First Schedule to the International Arbitration Act[1]) incorporates the doctrine of "kompetenz-kompetenz" into Singapore arbitration law by empowering the arbitrator to determine challenges to his own jurisdiction. Article 16(3) provides that, within 30 days after the arbitrator has notified the parties of his ruling on jurisdiction, any party may apply to the High Court for a ruling on the same issue. Under Section 10 of the International Arbitration Act, such decision of the High Court will be appealable to the Court of Appeal only with the leave of the High Court, and there shall be no appeal against a refusal for grant of such leave.

The theory behind this provision is that any challenge to jurisdiction should be made to the arbitrator in the first instance, subject to a right of appeal to the High Court, and only in exceptional cases should the challenge be allowed to go further to the Court of Appeal.

However, there seems to be an alternative mode of challenge to jurisdiction which would undermine or bypass this procedure for challenge to jurisdiction.

If a potential claimant takes the view that an arbitration clause is bad, the claimant will not invoke the arbitration clause when it seeks to enforce its claim. If the respondent takes a different view and wishes to rely on the arbitration clause, it will respond to the claimant's demand for relief by asking that the matter be referred to arbitration. The claimant may then issue a writ in the usual way, thereby compelling the respondent, if it wishes to enforce the arbitration clause, to apply to the Court for a stay of proceedings under Section 6 of the International Arbitration Act.

Such applications for stay are normally heard by a Registrar of the High Court. The issue that the Registrar will then decide will be the very issue of jurisdiction since he or she will only order a stay if satisfied that there is a valid arbitration clause. If a stay is ordered, the Court will effectively have ruled that there is a valid arbitration clause. The claimant will then have to decide whether or not to allow the arbitration to proceed and take the jurisdiction point before the arbitrator under Article 16, or appeal against the order granting the stay. If the claimant elects for the appeal procedure, Section 10 will not apply so as to restrict the claimant's right of appeal to the Court of Appeal. Instead the normal provisions of Section 29A of the Supreme Court of Judicature Act and Order 57 of the High Court will apply.

If the Court of Appeal upholds the stay, then it would have confirmed the validity of the arbitration clause. There would therefore seem to be no room thereafter for the application of Article 16, as the issue of jurisdiction would have been pre-empted by the Court of Appeal, since it is inconceivable that an arbitrator would act under Article 16 after the Court of Appeal had ruled that he had no jurisdiction (or indeed, even if the Court of Appeal had ruled that he did have jurisdiction).

Accordingly, if the stay procedure is invoked, then Article 16 may never be applied, thereby depriving the arbitrator of the opportunity of determining his own jurisdiction.

What if the claimant, having been ordered to stay his court proceedings, complies with the order for stay and allows the matter to be referred to arbitration (perhaps participating in the selection of the arbitral tribunal)? Can he thereafter raise the issue of jurisdiction before the tribunal (whom he may have helped to select)? This would seem difficult, if not impossible, and the conclusion must therefore be that, if the claimant wishes to maintain his challenge to the validity of the arbitration clause or the jurisdiction of the arbitrator, he will have to appeal against the order granting the stay or abandon his objection to jurisdiction. However, a further question arises as to whether he could still reserve his right to challenge any award made under Article 34(2)(a) on the grounds that the arbitration agreement was not valid (paragraph (i), or under Article 34(2)(b) on the grounds that the dispute is not arbitrable (paragraph (i)) and to maintain such objections at the enforcement stage under Article V(1) of the New York Convention.

Two qualifications may be made to these observations :-

(a) the Court's role under section 6 is simply to ascertain whether there is an arbitration agreement which is not "null and void, inoperative or incapable of being performed", while article 16 covers a wider range of challenge that could be made against the tribunal e.g. even if the Court holds that there is a valid arbitration agreement, the particular dispute may not be within the scope of the arbitration clause.

(b) arguably, the tribunal still retains a residual competence to rule on the validity of the arbitration agreement if a matter affecting the validity of an arbitration agreement is brought up before the arbitrator which was not raised before the Court.

Subject to those qualifications, it would therefore appear that Article 16 is a procedure that would only be applicable where the challenge to jurisdiction is to be made by the respondent because, in such a situation, there will be no writ and therefore no application under Section 6.

It is therefore the opinion of this writer that (save for the two qualifications above) Article 16 may be a dead letter insofar as challenge to jurisdiction by the claimant is concerned. Does anyone disagree? ▲

Footnote: 1. Cap 143A, 1995 Rev. Ed.

CONFERENCE *News*

Report on the millennnium conference

by *G. Raman LLB(Lond), Barrister-at-law, FSIArb*

The Millennium Conference was organised by the Chartered Institute of Arbitrators UK. It was held over two days, 18th and 19th November 1999, at Queen Elizabeth II Conference Centre, London.

The list of participants showed a total of 332 persons attending the conference. As there were some last-minute registrants, the final number would have been nearer the 400 mark.

The keynote speaker at the Conference was the Lord High Chancellor of Great Britain, Lord Irvine of Lairg. Lord Irvine presented a very stimulating paper on Alternative Dispute Resolution. The paper, as well as his speech, laid emphasis on the increasing use of ADR in Britain where legal aid has been extended to ADR as well. A novel provision in the Rules of Civil Dispute Resolution, introduced in April 1999, empowers judges to stay cases if other forms of resolution can be resorted to.

Amongst other distinguished speakers were Neil Kaplan QC, Chairman of the Chartered Institute of Arbitrators, Lord Mustill, the immediate past president of the Chartered Institute of Arbitrators, Dr Fali Narriman, President of the International Council for Commercial Arbitration and Professor Gerold Herrmann, Secretary to the United Nations Commission on International Trade Law based in Vienna, Austria.

The topics touched on at the various sessions included an analysis of the different provisions of the English Arbitration Act of 1996 and a thought-provoking presentation by Lord Mustill on where the arbitration community is headed. The highlights also included debates on the usefulness of arbitration and a paper on On-line Arbitration: Fad or Future by Dr Fali Narriman. A lighter but equally instructive paper was presented by John Tackaberry, Q.C., headed Jura Novit Curia? (The Court Knows the Law?) - Not in International Arbitration!"

Singapore was well represented at the conference: attendees included the Chairman and the Executive Director of the Singapore International Arbitration Centre, retired judge Warren Khoo and Ang Yong Tong, respectively. The Singapore Institute of Arbitrators was represented by its President, Richard Tan, and council members, Raymond Kuah and G Raman.

The papers presented at the conference are most informative and are available for members at the Institute's office. ▲

ARBITRATION *Talkingpoint*

Question:

An arbitrator is appointed to hear a dispute under a contract which incorporates the ICE Conditions Of Contract (5th Ed.). Clause 66 of the ICE Conditions reads:

"(1) If a dispute or difference...shall arise...it shall be referred in writing to be settled by the engineer..

(3) (a) Where

(i) either the employer or the contractor be dissatisfied with any such decision of the engineer then either...may...refer the ... dispute to ... arbitration."

At the first preliminary hearing, the arbitrator learns that the dispute was not referred to the engineer for a decision before the same was referred to arbitration. In these circumstances, what should the arbitrator do? Should he proceed with the reference, notwithstanding that neither party has raised an objection?

Answer:

Perhaps the best course of action is for the arbitrator to immediately raise the point with the parties and invite them to enter into an ad hoc written arbitration agreement. If the point is not raised at an early stage, and the arbitration proceeds, one of the parties may raise a challenge to the arbitrator's jurisdiction, particularly if things were not going quite the way that party would have wished.

By that time, much time and cost would already have been incurred in the arbitration and the resolution of the dispute would be delayed by the challenge. To avoid this, and complex arguments of waiver, it would be far better to raise the point early when the parties might be more disposed to entering into a special and seperate agreement. ▲

NEWS*focus*

The following were admitted to membership of the Institute during the first quarter of 2000.

Fellows

Mr. Jaya Prakash
Mr. Menon Ramachandran

Members

Mr. Vareldzis Vassilios
Mr. Karuppiah Sukumar

Associates

Ms. Neo Kee Heng Margaret
Mr. Seah Hsiu-min Eugene
Mr. David G. Woodhouse
Mr. Wong Sin Tin
Mr. Teo Ching Ming Amos
Mr. James Clelland Pollock
Mr. Kunjamboo Raman
Mr. Ho Kong Mo
Mr. Kevin John Attrill
Ms. Alison Angel Woodward

CONGRATULATIONS to Mr. Leslie Chew Kwee Hoe and Mr. Alvin Yeo Khirn Hai, on being appointed Senior Counsel by the Chief Justice, Mr Yong Pung How, at the opening of the legal year on 10th January 2000.

CONGRATULATIONS to Mr Woo Bih Li, SC on being appointed a Judicial Commissioner to the Supreme Court Bench on 2nd May 2000.

SingaporeVisit

by Dr. Robert Briner,
Chairman of the ICC International Court of Arbitration,

The occassion of Dr. Briner's dialogue session held on 24 Febuary 2000 with representives of the SIArb, SIAC and other organizations.

PUBLISHER

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