THE LAW SOCIETY OF SINGAPORE

The Law Society of Singapore & Singapore Institute of Arbitrators jointly present:

Remedies for Breach of an Arbitration Agreement:

Stay of proceedings, anti-suit injunction and damages

FTSE Room, 9th Level, Capital Tower
Tuesday, 3 March 2009, 6.00pm – 7.45pm

ABOUT THIS SEMINAR

When a party resorts to litigation in breach of an arbitration agreement, the traditional remedy is to invite the Court to stay the litigation in favour of arbitration. In modern, complex international litigation, however, a stay may either be unavailable or ineffective. This can happen, for example, if the litigation is pending in a jurisdiction which is not New York Convention compliant or which is not the seat of the actual or prospective arbitration and which therefore has fewer and weaker policy reasons to compel the breaching party to arbitrate. In those situations, interesting issues arise as to the extent to which an arbitration agreement can be analysed as just another contractual obligation and as to the availability and effectiveness of the ordinary remedies for breach of contract in courts of competent jurisdiction.

WHO SHOULD ATTEND

This seminar is particularly useful for practitioners specialising in arbitration either as counsel or arbitrator and for all lawyers who desire an update on developments in this evolving area.

DESIRED OUTCOMES

By the end of this seminar, participants will:

- Understand the framework of remedies available to a party who wishes to enforce an arbitration agreement.
- Understand the extent to which an arbitration agreement can and cannot be analysed in the same way as other contractual obligations.
- Understand the peculiar conceptual and policy tensions presented by an arbitration agreement, particularly in the international context, which affect the availability and effectiveness of the traditional remedies available for breach of other contractual obligations.

SEMINAR OUTLINE

5.45pm – 6.00pm	Registration
6.00pm - 6.10pm	An Introduction to Seminar *Wong Meng Meng SC, Founder-Consultant, WongPartnership LLP*
6.10pm – 6.50pm	The English and EU Perspective *Stuart Isaacs QC*
6.50pm – 7.30pm	The Singapore Perspective *Vinodh Coomaraswamy SC, Partner, Shook Lin & Bok LLP*
7.30pm – 7.45pm	Question and Answer Session *Wong Meng Meng SC, Consultant, WongPartnership LLP* *Stuart Isaacs QC* *Vinodh Coomaraswamy SC, Partner, Shook Lin & Bok LLP*

ABOUT THE CHAIRPERSON AND SPEAKERS



Wong Meng Meng SC, Founder-Consultant, WongPartnership LLP

Wong Meng Meng, Senior Counsel founded WongPartnership LLP in 1992. While he retired from the Partnership in 2006, Meng Meng remains Counsultant with the firm. He is an accredited arbitrator with various professional and jurisdictional institutions. He now acts mainly as Arbitrator or Counsel in selected cases.

Meng Meng was admitted to the Singapore Bar in 1972 and was among the pioneer batch of Senior Counsel appointed in January 1997. He is an accredited Adjudicator under the Building & Construction Industry Security of Payment Act 2004, and a member of the Competition Appeal Board set up under the Competition Act. He has served as a member of the Senate of the Academy of Law, the Military Court of Appeal, and the Advisory Committee of the Singapore International Arbitration Centre.

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Meng Meng has consistently been identified as one of the world's leading lawyers in leading directories such as *The International Who's Who of Commercial Litigators, The Guide to the World's Leading Experts in Commercial Arbitration, AsiaLaw Leading Lawyers*, amongst others. In *Chambers Global - The Guide to the World's Leading Lawyers - 2005/2006*, he was one of two Singapore lawyers ranked globally as the "Most in Demand Arbitrators".



Stuart Isaacs QC

Stuart has extensive experience of international commercial arbitration, both as counsel and as an arbitrator. Last year, he became the first London-based QC to open his own office in Singapore as an adjunct to his practice from his London Chambers. He splits his time between the two jurisdictions. The *Chambers Asia* Directory 2009 acknowledges his standing as a leading arbitrator and arbitration counsel in the region.

He conducts commercial arbitrations under the Rules of SIAC, the ICC, UNCITRAL and the LCIA amongst others. He has also been involved in several ICSID disputes under bilateral investment treaties and many *ad hoc* arbitrations in a variety of fields.

He is a Fellow of the Australian Centre for International Commercial Arbitration (ACICA) and a member of SIAC's International Panel and of the arbitrators' panel of the Mauritius International Chamber of Commerce. He has chaired or sat on tribunals deciding disputes under the laws of England, Singapore, Hong Kong, India, Switzerland, New York and Nigeria and has conducted hearings in most of those countries and also in Dubai, Paris and Canada.
Stuart is also an accredited ADRGroup mediator. He is a Principal Mediator for the Singapore Mediation Centre and has lectured extensively on the subject of mediation and alternative dispute resolution.



Vinodh Coomaraswamy SC, Partner, Shook Lin & Bok LLP

Vinodh was admitted to practice in 1992 and appointed Senior Counsel in 2005. His areas of practice include international commercial arbitration, banking and finance-related litigation and complex domestic and cross-border insolvency matters.

Vinodh is a Fellow of the Chartered Institute of Arbitrators, a Fellow of the Singapore Institute of Arbitrators and on the panel of arbitrators of the Singapore International Arbitration Centre and of the Vietnam International Arbitration Centre.

The Chambers Asia Directory (2008) Online Edition describes Vinodh as "an astute lawyer with a superb command of legal issues and great technical ability". In the 2005/2006 edition of the Asia Pacific Legal 500, Vinodh is described as a "venerable figure" while in the 2006/2007 edition, he wins praise from clients who commend his "highest-quality support", "enthusiasm and sense of responsibility". In the 2008/2009 edition, he is commended for "sound advice".

Practice Area: Category 4 Dispute Resolution Processes & Procedures
Programme Category: Professional Practice

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Venue:	***Fee:***
FTSE Room **9th Level, Capital Tower** 168 Robinson Road, Singapore 068912 (Registration will begin at 5.45pm)	**S$ 128.40** (Members of Law Society, SIArb and employees of Singapore law practices) **S$ 160.50** (Non-member) (Includes 7% GST and materials)

REGISTRATION FORM

Name (Dr/Mr/Mrs/Miss/Mdm): _____

Name and Address of Law Practice/Organisation:

_____

_____

Date of Admission: _____

AAS No: _____ NRIC/Passport No: _____

Position in Law Practice/Organisation: _____

Tel number: _____ Fax number: _____ Email: _____

(A valid email address is required for confirmation of registration.)

Mode of payment: **GIRO DDA** ☐ (Only for law practices with GIRO accounts with the Law Society) **Cheque** ☐ **Credit Card** ☐

Credit Card: Mastercard/Visa No. _____ Card Expiry Date: _____ (MM/YY)

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Law Society Member ☐ **SIArb Member** ☐ **Employee of Singapore law practice** ☐ **Non-member** ☐

Cheque payments should be made payable to **"The Law Society of Singapore"** and arrive at our office **39 South Bridge Road, Singapore 058673** with the completed registration form on or before the closing date, **Tuesday, 24 February 2009**

For enquiries, please contact
Continuing Professional Development Department
Tel: (65) 6530 0230/239 Fax: (65) 6536 3855
E-mail: cpd@lawsoc.org.sg
Website: www.lawsociety.org.sg/cpd

REGISTRATION, REFUND & CANCELLATION POLICY

1. *The registration fee is due and payable upon registration and must be received prior to the event. Registration will only be confirmed upon receipt of full payment accompanied by a duly completed registration form.*
2. *Law Society reserves the right to refuse to register or admit any participant, and to cancel or postpone the course.*
3. *If you are unable to attend, a substitute delegate is welcomed, provided that the Law Society is notified in writing of the name and particulars of the substitute delegate at least 2 working days before the event.*
4. *Law Society reserves the right to impose a cancellation fee in the event any registrant wishes to cancel his registration or withdraw from the course after the registration closing date.*
5. *No refund of registration fees will be made for cancellation or withdrawal made less than 3 days before the date of the course. However, a confirmed registrant who has paid in full the course fees but does not turn up for the course will be entitled to collect a set of the materials provided.*
6. *Law Society reserves the right to amend, cancel and/or change the program, speaker, date or venue if warranted by circumstances beyond its control.*
7. *Late payment interest at the rate of 1% per month will be charged on all overdue amounts.*
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9. *No waiver by the Law Society of any breach of any of the terms and conditions herein shall be deemed to be a waiver of any other or of any subsequent breach. The failure of the Law Society to enforce at any time any of the terms and conditions herein shall in no way be interpreted as a waiver of such provision.*

Practice Area: Category 4 Dispute Resolution Processes & Procedures
Programme Category: Professional Practice