



Public CPD Points: 2



Supporting Organisations



Developments in Singapore Arbitration 2021

Thursday, 10 February 2022, 5.30pm – 7.30pm

About this Webinar

Into the second year of the COVID 19 pandemic, the international arbitration remains robust and pulsating. Arbitrations continue to be held mostly remotely, using Zoom, Teams, WebEx...etc. The Singapore courts too have been busy over this period, having to consider an increasing number of references relating to arbitration, in particular for setting aside of arbitral awards.

The speaker will provide an overview of the decisions made in 2021 to identify some common issues and developing trends in this space. He intends to draw attention to several Court of Appeal decisions that could chart the conduct of arbitration in Singapore. This could include the novel and intriguing attempt by the applicant in *Republic of India v Vedanta Resources plc* [2021] SGCA 50, to seek court declarations which could have a collateral impact on on-going arbitrations and its reversal of the SICC's decision in *CBX v CBZ (SGCA-I)* [2021] SGCA(I) 3 and setting aside the award which had allowed claims that could impact matters pending before other fora. Lessons on pleadings and counsel's conduct and "focus" or "crux" of the disputes could also be drawn from its decision in *CDM and another v CDP* [2021] SGCA 45. At the High Court level, the continuing saga of Sanum and the Laotian ST Group appear in *Lao Holdings NV v Government of the Lao People's Democratic Republic* [2021] SGHC(I) 10 where two related BIT awards made separately by a PCA tribunal and an ICSID (Additional Facility) tribunal went against the claimants. The SICC had to consider if tribunal's decision to permit additional evidence (by way of findings in related arbitration on finding of fraud) and new allegations of bribery, corruption, and fraud, despite earlier agreement, constitute grounds for setting aside, whether such allegations could constitute new claims. Questions as to who should be the proper party, successor in interest and upon whom should the duty to identify the proper party when commencing or defending an arbitration, arose for consideration in *National Oilwell Varco Norway AS (formerly known as Hydralift AS) v Keppel FELS Ltd* (formerly known as Far East Levingston Shipbuilding Ltd) [2021] SGHC 124, when the High Court held that the respondent named in the arbitration (which had earlier been struck off for its company registry, upon a merger) could not enforce the award for its counter-claim against the claimant.

All these and more will provide fodder for an interesting and lively discourse.

Webinar Programme

Webinar participants will be able to watch and listen to (via computer audio or telephone line) the video presentation and Q&A discussion on their screens, receive a PDF copy of the presentation slides, as well as participate in the Q&A discussion by sending in their questions to the moderator via text using the built-in Q&A function.

5.30 – 5.45pm	Opening Remarks by Chairperson <i>Mr. Ramesh Selvaraj – Partner, Allen & Gledhill LLP; Council Member, Singapore Institute of Arbitrators</i>
5.45 – 7.15pm	Developments in Singapore Arbitration 2021 <i>Prof. Lawrence Boo - Resident, The Arbitration Chambers</i>
7.15 – 7.30pm	Q&A Session Moderated by Webinar Chairperson

About the Speaker



Prof. Lawrence Boo is the author of "Halsbury's Laws of Singapore Volume 1(2) - Arbitration" (Lexis-Nexis 2020 Re-issue) and the regular contributor to the "Annual Review of Singapore" chapter on "Arbitration" since 2001. His papers have also been published in various international journals including the Journal of International Arbitration, Asian International Arbitration Journal, Asia Business Law Review, Chinese Yearbook of Private International and Comparative Law (Peking University Press), Dispute Resolution Journal (London) and the Asian Business Lawyer (Korea University). He is on the editorial board of the Oxford International Arbitration Series, (Oxford University Press). He has been teaching international commercial arbitration at NUS Law since 1993 and also teaches at Bond University School of Law, Australia. He has sat as arbitrator in more than 350 cases, both commercial and investment disputes.

Boo was appointed to appear as amicus curiae before the Court of Appeal in *PT Asuransi Jasa Indonesia (Persero) v Dexia Bank S A* [2006] SGCA 41 and *Tomolugen Holdings Ltd v Silica Investors Ltd* [2016] 1 SLR 373.

About the Chairperson



Mr. Ramesh Selvaraj is the Co-Deputy Head of the International Arbitration Practice and Recruitment Partner at Allen & Gledhill LLP. His expertise lies in advising across a broad spectrum of contentious work. He has acted as lead counsel in both domestic and international arbitrations across various corporate and commercial sectors, including the hospitality, commodities and construction industries. He is recommended for his expertise in international arbitration and commercial litigation in leading publications, such as *The Legal 500 Asia Pacific* where he has been described as an "excellent attorney", an "outstanding lawyer" and one who has "an excellent grasp of many areas of the law".

Ramesh is a Fellow of the Singapore Institute of Arbitrators and is also an accredited Principal Mediator with the Singapore Mediation Centre. Ramesh is the immediate past Chair of the YSIAC Committee formed under the auspices of the Singapore International Arbitration Centre.



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MAXWELL CHAMBERS



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REGISTRATION CLOSING DATE: <u>7th February 2022</u>	FEES
Membership	Regular Rate
SI Arb Members	S\$ 40.00
Members of: Asia Pacific Institute of Experts (APIEx); Regional Arbitral Institute Forum (RAIF); Singapore Chamber of Maritime Arbitration (SCMA); Singapore Corporate Counsel Association (SCCA); Singapore Institute of Architects (SIA); Society of Construction Law Singapore (SCL (S))	S\$ 60.00
Others	S\$ 90.00

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Practice Area: **Alternative Dispute Resolution**

Training Level: **General**

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