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Enhancing efficiency and fairness: Key updates in the SIAC Rules 2025



In keeping with its progressive approach to dispute resolution, the Singapore International Arbitration Centre ("**SIAC**") introduced its 7th edition of the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules 2025**") which come into force on 1 January 2025. The SIAC Rules 2025 build on the existing rules and are intended to achieve fairness of the proceedings, efficiency in the conduct of the arbitration proportionate to the amount and complexity of issues in dispute, and enforceability of any award¹. The following are some of the key changes to be found in the SIAC Rules 2025.

¹ SIAC, 'Highlights of the SIAC Rules 2025', available at [Highlights-of-the-SIAC-Rules-2025.pdf](#).

1. Streamlined Procedure (R13, Schedule 2), and the following expansion of cases eligible for the Expedited Procedure (R14, Schedule 3)

The new Streamlined Procedure is designed for low complexity disputes, less than S\$1 million in value, and heard by a sole arbitrator. The procedure may be applied with parties' consent, prior to constitution of the tribunal, or unless otherwise determined by the President on application by a party. The final award shall be made within three months from the tribunal's constitution, unless extended by the Registrar, and the tribunal's and SIAC fees capped at 50% of the maximum permitted under the Schedule of Fees.

Complementing the Streamlined Procedure, the threshold for parties to request for the Expedited Procedure (R14, Schedule 3) to apply to the conduct of the arbitration has been raised to S\$10 million. Parties may agree to the Expedited Procedure prior to constitution of the tribunal and the final award shall be made within six months of the constitution of the tribunal.



2. Preliminary determination (R46)

The SIAC Rules 2025 explicitly codifies the tribunal's power to make a final and binding determination of any issue at a preliminary stage of an arbitration (R46.5). (Common law lawyers may view this as a form of 'summary judgment'.) An application for preliminary determination may be made where the parties agree, the applicant is able to demonstrate that the determination of the issue on a preliminary basis is likely to contribute to savings of time and costs and a more efficient and expeditious resolution of the dispute, or where the tribunal determines that the circumstances warrant it (R46.1(b) and (c)). If the tribunal accepts such an application, then it must

decide within 90 days in the form of decision, ruling, order or award.

While this is a laudable addition to SIAC's rules, it remains to be seen whether a court at the place of enforcement takes issue with it. Relevantly, it is conceivable a losing party may seek to argue that by being denied the right to run an issue, they were unable to present their case (*nb.* New York Convention (1958)), Art. V(1)(b)), and/or deploy a creative application of the public policy exception (Art. V(2)(b)).

3. Enhancements to the Emergency Arbitrator procedure, including the possibility of protective preliminary order applications (R12.1, Schedule 1)

The emergency arbitrator procedure used to be initiated only concurrent with or following the filing of a Notice of Arbitration. Under the new rules, a party may now apply prior to the submitting the Notice (at para. 2), but the Notice should be filed within seven days (*nb.* para 6).

Also new is the introduction of the protective preliminary order application mechanism whereby a party may seek orders directing a party not to frustrate the purpose of the emergency interim or conservatory measure requested, prior to notifying any counterparties of the application seeking the appointment of an emergency arbitrator (at paras. 25 - 34). The emergency arbitrator must determine such a request within 24 hours after appointment and the applicant must deliver a copy of all case papers filed in the arbitration to the counterparty within 12 hours of the order, failing which the protective preliminary order shall expire three days after its issuance. SIAC advises that this new procedure recognises the potential need for immediate and urgent relief to parties in the early stages of a dispute while balancing the need to preserve procedural integrity and fairness.²



² Ibid, p. 2.

4. Coordinated proceedings mechanism (R17)

The new coordinated proceedings rule allows the same tribunal to address two or more arbitrations sharing common factual or legal ground. Under this rule, a party may request that the arbitrations be conducted concurrently or sequentially, heard together with procedures aligned, or any one arbitration be suspended pending a determination of any of the others (at para. 17.1). This new rule seeks streamline the resolution of multiple complex arbitrations, reduce the risk of conflicting outcomes, and avoid duplication of costs across multiple proceedings³.

5. Case management mechanisms including application of SIAC Gateway (R4) and the administrative conference rule (R11)

The new rules put an emphasis on the overall efficiency and integrity of case management. The online case management platform hosted by SIAC, SIAC Gateway, is incorporated in the rules and provides e-filing, online payment and document upload and storage services, etc. Also, the Registrar is now empowered to conduct administrative conferences with parties to discuss any procedural or administrative matters, prior to the constitution of the tribunal.

6. Pro-mediation (R32.4, R50.2)

The new rules encourage the parties to address disputes by amicable resolution methods such as mediation under the SIAC-SIMC AMA Protocol⁴ at various stages of an arbitration. This is mentioned repeatedly in the Notice requirement (R6.4), Response requirement (R7.3), case management conference (R32.4(a)) and the inherent power of the tribunal (R50.2). In contrast, Malaysia and Vietnam lack clearly defined biofuel blending targets, with Malaysia focusing more broadly on stabilising palm oil prices and developing export markets. In Cambodia, discussions are underway with Chinese companies to establish cashew processing facilities for potential biofuel use. This diverse approach highlights varying levels of commitment within ASEAN as nations pursue biofuel policies that align with both emissions goals and local economic interests.

7. Third-party funding (R38)

For the purpose of avoiding conflict of interests, third-party funding is required to be disclosed as soon as practicable under the new rules. The tribunal is empowered to order disclosure of any third-party information (R38.4), and may consider the funding agreement in apportioning costs (R38.6). In addition, if such agreement is entered into after the constitution of the tribunal and there is a conflict of interest between the funder and any member of the tribunal, the tribunal may order the funded party to withdraw from such an agreement (R38.3). Also, the R38.5 explicitly prevents the disclosure of third-party funding alone as an indication of the funded party's financial status.



³ Ibid.

⁴ See: <https://siac.org.sg/arb-med-arb-ama-protocol>

Other changes:

1. Jurisdiction objection (R8)

The Registrar is now empowered to refer jurisdictional issues to the SIAC Court for a prima facie determination if the respondent fails to submit a Response, or any party objects to the existence, validity, or applicability of the arbitration agreement before the constitution of the tribunal (R8.1). If the result is affirmative, then the arbitration shall proceed, otherwise, the Registrar shall terminate the arbitration per the SIAC Court's decision (R8.3). This rule is in no way jeopardizing the tribunal's inherent power regarding the competence-competence principle (R8.2).

2. Appointment of arbitrator (R19)

a) Nationality requirement for the presiding/sole arbitrator (R19.7)

The new rules require a sole/presiding arbitrator to be of a different nationality than the parties, unless the parties have otherwise agreed or the President determines it to be appropriate otherwise; this is in line with the LCIAR 2020 at Art. 6.1 and HKIACR at Art. 11.2.

b) Revocation of appointment (R19.10)

When there is a substantial risk of unequal treatment that may affect the validity or enforceability of the award, the President may, after considering the parties' views, take necessary measures to constitute an independent and impartial tribunal, which may include revoking the appointment of any arbitrators.



3. Challenge of arbitrator (R26)

In addition to the common grounds of impartiality, independence and qualification, the SIAC Rules 2025 now provide an arbitrator may be challenged if the arbitrator becomes de jure or de facto unable to perform his or her functions (R26.1(c)).

4. A separate rule for definition wherein more terms are defined (R2)

Newly added terms that are noteworthy include "additional party", "Direct Economic Interest", "SIAC-SIMC AMA Protocol", "third-party funder", "third-party funding agreement", "SIAC Gateway", "written communications", etc. Some are added owing to the introduction of new system or mechanism, such as the SIAC Gateway. Some are introduced to reflect the new development of arbitration in these years (2016-2024), such as the terms related to third-party funding, as well as the mediation related ones. Also, some are defined to make sure of unanimous understanding, e.g. "additional party", "seat of arbitration" and "claim". The most notable amendment here is the definition of award is changed to be more inclusive, and (hopefully) mitigate the risk of certain 'non-final' awards being rejected by some courts when seeking enforcement:

SIACR 2016, R1.3	SIACR 2025, R2
"Award" includes a partial, interim or final award and an award of an Emergency Arbitrator.	"Award" includes an interim, interlocutory , consent , partial, final or additional award and an award of an Emergency Arbitrator.

Corresponding changes in SIAC Model Clause

Another notable change is the SIAC Model Clause (Revised as of 9 Dec 2024) is its inclusion of the governing law clause of the arbitration agreement, which is now parallel with the seat, the number of arbitrator(s), and the language clause. A note is attached to clarify that this law "potentially governs matters including the formation, existence, enforceability, legality, scope, and validity of the arbitration agreement, and the arbitrability of disputes arising from it." HKIAC Model Clause share a similar approach, both of which require an explicit choice of governing law of the arbitration agreement. Upon application of the SIAC Model Clause (Revised as of 9 Dec 2024) in practice, presumably fewer disputes will arise because of unclear choice of governing law of the arbitration agreement, which saves the trouble of applying the (common law) *Sulamérica* test⁵.

Conclusion

International arbitration was once lauded as a more economic and faster means of dispute resolution than court litigation; that hasn't been the case for many, many years. At a time when the costs and resources associated with international commercial arbitration are blowing out of proportion, the underlying premise of the SIAC Rules 2025 to enhance efficiency and fairness should be welcomed by practitioners and users alike.

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⁵ *Sulamérica v Enesa Engelharia* [2012] EWCA Civ 638.