SIArb Case Digest 2025

DMZ v DNA [2025] SGHC 31

Nature of Matter	Scope of the Court's jurisdiction to review decisions made by the Registrar of Singapore International Arbitration Centre ("**SIAC**"), and the Registrar's authority in reviewing its own decisions.
Case Summary	**The parties:** 1. The Claimant and Defendant are parties to four contracts for the sale of oil products ("**Sale Contracts**"). The Defendant is the seller and the Claimant is the buyer. 2. On 25 December 2017, parties entered into an agreement to extend the deadline for payment due under one of the Sale Contracts ("**Extension Agreement**"). **The agreements:** 3. Both the Sale Contracts and Extension Agreement provided that they were governed by Singapore law, and disputes are to be referred to the SIAC in accordance with the SIAC Rules. **Procedural history:** 1. DNA filed a Notice of Arbitration ("**NOA**") with the SIAC on 24 June 2024. 2. SIAC wrote to the Defendant to seek clarification as to the total number of arbitration agreements it was seeking to invoke under its NOA and in relation to its consolidation application. The Defendant responded. 3. SIAC issued a letter on 9 July 2024 dating the commencement of arbitration at 3 July 2024 pursuant to the SIAC Rule 3.3. 4. DMZ filed its response to the NOA, stating that DNA's claims were time-barred as 3 July 2024 was beyond 6 years after the sums became due under the Sale Contracts. 5. DNA filed a letter to request the Registrar at SIAC to "correct" the commencement of the Arbitration to 24 June 2024, maintaining that the NOA filed 24 June had fully, or at least substantially, complied with the SIAC Rules. 6. DMZ objected to DNA's request. Parties then made further submissions on the issue of the commencement date. 7. On 30 July 2024, Registrar of SIAC revised the commencement date to 24 June 2024. 8. On 10 October 2024, DMZ filed OA 1050 against DNA and the SIAC challenging the revision of the commencement date of the arbitrations.

	9. When OA 1050 was filed, DNA was the subject of insolvency proceedings in Hong Kong. At the time OA 1050 was filed, DNA had obtained recognition of the HK proceedings in Singapore under the UNCITRAL Model Law on Cross-Border Insolvency as in the Tenth Schedule of the Companies Act 1967. 10. Pursuant to Art 20 of the Insolvency Model Law, DMZ was obliged to seek permission to bring proceedings against DNA. 11. DMZ then filed OA 1222 seeking permission to commence and proceed with OA 1050.
Ruling	The Singapore High Court dismissed OA 1222 on this basis: 12. It would be fair, expeditious, cost-effective and efficient (consistent with the Rules of Court 2021) to refuse to grant permission if OA 1050 would clearly fail on its merits. 13. The Judge held that the Court had no jurisdiction to review the Registrar's decision on the commencement date of the arbitration and hence OA 1222 was to be disposed of. It would instead be open to the Claimant to apply to set aside an award under Art 34(2)(a)Iiv) of the UNCITRAL Model Law on the basis that the Registrar's decision was made in breach of the parties' agreement for the arbitrations to be conducted in accordance with the SIAC Rules, which would mean that the arbitration proceedings may have to be completed first. The Judge also found that in any event, OA 1050 had no merit. a. DMZ submitted that a contractual relationship arose between parties to the Arbitration and the SIAC. Hence, when deciding on the commencement date of the Arbitrations, the SIAC was contractually obliged to comply with the SIAC Rules, specifically Rule 3.3. and 40.1. DMZ submitted that the Registrar's initial decision regarding the commencement date was "conclusive and binding" under Rule 40.1, and the 30 July Decision was hence ultra vires. i. The court rejected this argument. It reasoned that Rule 40.1 states that the Registrar's decisions are binding on the parties and the Tribunal, but does not expressly prohibit the Registrar reviewing its own decisions. ii. Rule 40.2 also supported this interpretation of Rule 40.1, that an express prohibition against review from state courts implicitly supports the Registrar's ability to review internally. iii. The Registrar's determination of the commencement date was also considered to be an administrative decision that can be reconsidered.

	b. DMZ submitted that the 30 July Decision was made arbitrarily, capriciously, and/or unreasonably. i. The Court rejected this argument, treating it as a disguised appeal against the Registrar's decision which was prohibited by Rule 40.2 as DMZ did not argue that the Registrar considered irrelevant matters or ignored relevant ones, but that it was wrong on the merits. This is not permitted by Rule 40.2 c. DMZ submitted that the court has wide-ranging powers under the Supreme Court of Judicature Act to grant declaratory relief in a Singapore-seated arbitration (relying on *Sun Travels & Tours Pvt Ltd v Hilton International Manage (Maldives) Pvt Ltd* 1 SLR 732). i. Court rejected this argument. It clarified that *Sun Travels* upholds the principle of minimal curial intervention in arbitration. Court also looked to the International Arbitration Act 1994, and that does not contain provisions allowing the Court to review the Registrar's decision.

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