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## Memorandum

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| **TO** | Members of the IBA Recognition and Enforcement of Awards Sub-committee | **DATE** | 25 March 2015 |
| **FROM** | Nish Shetty | | |

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**Public Policy and Singapore Law of International Arbitration**

## I. Executive Summary

1. This memorandum was prepared for the IBA Recognition and Enforcement of Awards Subcommittee, which is currently preparing a comparative study of the use of public policy as a grounds for the setting aside of and refusal of enforcing an arbitral award.

2. Based on a review of Singapore law, the following observations can be made:

   a. The concept of public policy is introduced into the Singapore legislative framework through the UNCITRAL Model Law on International Commercial Arbitration ("Model Law") and the International Arbitration Act (Cap. 143A)(2002 Revised Edn.)("the IAA"). There is no difference between the concept of "public policy" in the context of setting aside and enforcement.

   b. Singapore Courts have avoided providing a single, comprehensive definition as to what the concept entails. Instead, Courts have preferred to state generally that the public policy objection in question must involve exceptional circumstances that would be injurious to the public good and that woven into the concept of public policy "*is the principle that courts should recognise the validity of decisions of foreign arbitral tribunals as a matter of comity, and*

*give effect to them, unless to do so would violate the most basic notions of morality and justice*".[1]

c. There has, to date, been no instance where the Singapore courts have refused to enforce an arbitral award on the grounds of public policy.

3. This memorandum is organized as follows: Section II deals with the notion and scope of public policy in the enforcement and setting aside regime. Section III addresses instances where enforcement has been refused on the grounds of public policy in Singapore.

4. A list and schematic analysis of a selection of Singapore court decisions relating to public policy is appended to this memorandum as **Annex A**.

## II. Notion and Scope of Public Policy

5. In *AJU v AJT* [2011] 4 SLR 739 ("*AJU v AJT*"), the Court of Appeal made it clear that there is no difference between the enforcement and setting aside regime, as far as the concept of public policy is concerned[2].

6. While there is no difference between the two regimes as far as the concept of public policy is concerned, the relevant legislation provides separate regimes for, respectively, the enforcement of arbitral awards and the setting aside of awards.[3] Each of these schemes will be analysed in turn below.

7. However, as a preliminary point, it bears noting that Singapore maintains a bifurcated arbitral regime, distinguishing between "international" arbitrations and "non-international" arbitrations[4]. "International" arbitrations are generally governed by the IAA. Arbitrations falling outside the scope of the IAA (generally, "non-international" arbitrations) are governed by the Arbitration Act (Cap. 10) ("AA").

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[1] *Aloe Vera* at para 40, citing the decision by the HK Court of Final Appeal in *Hebei Import & Export Corp v Polytek Engineering Co Ltd* [1999] 2 HKC 205.

[2] Para 37. The Court of Appeal held that the concept of public policy in Art 34(2)(b)(ii) of the Model Law, referred to at section 24 of the IAA (which sets out the grounds for setting aside of an award) is the same as the concept of public policy as set out in section 31(4)(b) of the IAA (which relates to the refusal of enforcement).

[3] This was expressly recognized by the Court of Appeal in *AJU v AJT* at [30], where the Court of Appeal noted that "the IAA provides separate regimes for, respectively, the enforcement of foreign arbitral awards (ie, arbitral awards made by arbitral tribunals in States other than the State in which the arbitral awards concerned are sought to be enforced ("the Enforcing State")) and the setting aside of "award[s]" as defined in s 2(1) of the IAA (referred to hereafter as "IAA awards")."

[4] S 5(2) of the IAA sets out a definition of what constitutes "international" arbitration.

*The Enforcement regime*

8. The enforcement regime is governed by Section 31(4)(b) of the IAA, which provides that the Court may refuse enforcement of a foreign award if it finds that "*enforcement of the award would be contrary to the* ***public policy of Singapore***".[5]

9. The AA[6] does not contain a direct equivalent of Section 31(4)(b) of the IAA. The closest equivalent is section 46(1) of the Arbitration Act, which simply states, "[a]*n award made by the arbitral tribunal pursuant to an arbitration agreement may, with leave of the Court, be enforced in the same manner as a judgment or order of the Court to the same effect.*" A review of the explanatory bill shows that in enacting section 46(1) of the AA, the legislature had intended to provide that an award may be enforced by the Court in the same manner as if it were a judgment.[7]

10. The relevant cases on point to date relate only to the construction of the ambit of section 31(4) of the IAA.

11. The decision in *Re An Arbitration between Hainan Machinery Import & Export Corp v Donald & McArthy Pte Ltd* [1995] 3 SLR(R) 354 ("*Hainan Import*")[8] is the first reported judgment of the Singapore High Court on an application to avoid the enforcement of an arbitration award on the public policy ground in s 31(4)(b) of the IAA. In *Hainan Import* Justice Judith Prakash was invited to refuse to enforce an arbitral award under s 31(4)(b) of the IAA[9] on the ground that the arbitration did not deal with the real issue of the dispute between the parties.[10] It was argued that to enforce the award would be an injustice to the defendants and (presumably) contrary to the public policy of Singapore within the meaning of s 31(4)(b) of the IAA. In

[5] Emphasis added. The International Arbitration Act (Cap. 143A) applies only to arbitrations that qualify as "international" under the criteria set out at Section 5(2) of the IAA. Section 31(4)(b) of the IAA provides that: "In any proceedings in which the enforcement of a foreign award is sought by virtue of this Part, the court may refuse to enforce the award if it finds that... enforcement of the award would be contrary to the public policy of Singapore."

[6] The Arbitration Act (Cap. 10) applies to any arbitration where the place of arbitration is Singapore and where Part II of the International Arbitration Act (Cap. 143A) does not apply to that arbitration (see section 3 of the Arbitration Act).

[7] Explanatory Statement, Bill No. 37/2001, p 43, Part IX

[8] The approach taken in *Hainan Import* was cited with approval by the Court of Appeal in *AJU v AJT* at [38].

[9] Justice Prakash was dealing with the version of the 1995 Ed. of the IAA, which was in force prior to the current edition. Having said that, section 31(4)(b) of the IAA remained unaltered between the two different editions.

[10] *Hainan Import*, para 43

rejecting the argument put forward by the defendants inviting her to refuse to enforce the arbitral award, Her Honour was of the view that:

> "…. public policy did not require that this court refuse to enforce the award obtained by the plaintiffs. ***There was no allegation of illegality or fraud and enforcement would therefore not be injurious to the public good***. As the plaintiffs submitted, the ***principle of comity of nations requires that the award of foreign arbitration tribunals be given due deference and be enforced unless exceptional circumstances exist***'."[11] [Emphasis added]

Her Honour was ultimately of the view that re-looking whatever it was the defendants' considered to be the real matter in dispute was a back door route inviting the Court to look at the merits of the case.[12]

12. The subsequent High Court decision of *Aloe Vera of America, Inc v Asianic Food (S) Pte Ltd and another* [2006] 3 SLR(R) 174 ("*Aloe Vera*")[13] also involved an attempt to resist enforcement under, *inter alia*, Section 31(4)(b) of the IAA. In *Aloe Vera*, the plaintiff obtained a final arbitration award against both defendants in Arizona. Neither defendant sought to challenge the award in the courts of Arizona. When the plaintiff subsequently obtained leave to enforce the award in Singapore, the defendants applied to set aside the order granting leave. Counsel for the 2nd defendant submitted, *inter alia*, that it was against public policy to enforce an award made on the basis of the alter ego theory, because the arbitrator's decision had pierced the corporate veil without any supporting evidence.[14] In rejecting this argument, Justice Judith Prakash made it clear that whether a Singapore court would have come to the same conclusion as the arbitrator did was "irrelevant" to her consideration of the public policy issue.[15] Referring to the decision of Litton PJ in the *Hebei*[16] case, Her Honour noted that:

> "… woven into the concept of public policy as it applies to the enforcement of foreign arbitration awards "is the principle that courts should recognise the validity of decisions of foreign arbitral tribunals as a matter of comity, and

[11] Para 45

[12] Para 44

[13] The approach taken in *Aloe Vera* was cited with approval by the Court of Appeal in *AJU v AJT* [2011] 4 SLR 739 at [38].

[14] *Aloe Vera*, at para 74

[15] *Aloe Vera*, at para 76

[16] See *Hebei Import & Export Corp v Polytek Engineering Co Ltd* [1999] 2 HKC 205, which was a decision of the Hong Kong Court of Final Appeal.

> give effect to them, ***unless to do so would violate the most basic notions of morality and justice***".[17] [Emphasis added]

Justice Judith Prakash found, *inter alia*, that the 2nd Defendant was at all times given the opportunity to deal with the substantive issues involved in the arbitration[18] but made the calculated decision not to have recourse to the courts in Arizona. Her Honour went on to describe the enforcement process as a "mechanistic one", which did not require judicial investigation by the court of the jurisdiction in which enforcement was sought.[19]

13. The decision rendered by Justice Choo Han Teck in *Galsworthy Ltd of the Republic of Liberia v Glory Wealth Shipping Pte Ltd* [2011] 1 SLR 727 ("*Galsworthy*")[20] is consistent with this earlier jurisprudence. The brief facts in *Galsworthy* are as follows. On 6 April 2010, Galsworthy came to the Singapore courts and obtained leave to enforce the Final Award. On 5 May 2010, Glory Wealth Shipping ("GWS") applied to set aside the order granting leave to enforce. The application was heard and dismissed by an assistant registrar. Dissatisfied with the decision, GWS appealed. Three grounds were raised, one of which was that enforcement of the award would be contrary to the public policy of Singapore (pursuant to s 31(4)(b) of the IAA). In dismissing the appeal, the learned judge found that the contentions made by GWS were without basis and even if those complaints had any evidential basis, he was of the view that none of those complaints offended any notion of justice and morality, or amounted to exceptional circumstances to justify a refusal of enforcement.[21]

14. In the recent decision of *Beijing Sinozonto Mining Investment Co Ltd v Goldenray Consortium (Singapore) Pte Ltd* [2014] 1 SLR 814 ("*Beijing Sinozonto*")[22], the High Court shed some light on the type of situation that would be contrary to the public policy of Singapore. In *Beijing Sinozonto,* the appellant, Goldenray, attempted to resist enforcement of the award claiming that the Award was tainted by fraud or corruption such that its enforcement would be contrary to the public policy of Singapore, under section 31(4)(b) of the IAA. Goldenray argued that the respondent, BSM, through its representatives or intermediaries, had unilaterally entered into an improper arrangement with the tribunal to get the tribunal to issue an award that

[17] *Aloe Vera*, para 40

[18] *Aloe Vera*, para 76

[19] *Aloe Vera*, para 39 and 42

[20] The approach taken in *Galsworthy* was cited with approval by the Court of Appeal in *AJU v AJT* at [38].

[21] *Galsworthy*, para 17

[22] *Beijing Sinozonto* related to a CIETAC arbitration.

supported BSM's claim as soon as possible. In dismissing Goldenray's appeal, the High Court held that:

> "...if a party bribes the tribunal into giving a decision in its favour, or does anything to corrupt, subvert or compromise the professional integrity, impartiality and independence of the tribunal, that would ***certainly shock the conscience and be clearly injurious to the public good*** or wholly offensive to the ordinary reasonable and fully informed member of the public.[23] [Emphasis added]

15. From the above, it is possible to conclude that in order to successfully resist enforcement, the public policy objection in question must:

    a. involve exceptional circumstances which would justify the court in refusing to enforce the award; or

    b. violate the most basic notions of morality and justice; or

    c. be injurious to the public good.

*The Setting Aside regime*

16. The setting aside regime is governed by section 24 of the IAA, which makes express reference to the grounds set out in Article 34(2) of the Model Law[24]. Article 34(2) of the Model Law states that the court in the forum State may set aside an award if it finds that the award is in conflict with the public policy of the forum State.

17. The equivalent section in the AA is section 48, which provides that an award may be set aside if the Court finds that the award is contrary to public policy.

18. The observations made by the Court of Appeal in *PT Asuransi Jasa Indonesia (Persero) v Dexia Bank SA* [2007] 1 SLR(R) 597 ("*PT Asuransi*") is a good starting

[23] Para 41. This pronouncement is consistent with the earlier cases of *Dongwoo Mann+Hummel Co Ltd v Mann+Hummel GmbH* [2008] 3 SLR(R) 871 at para 139 (where the Court held that a deliberate refusal to comply with a discovery order is not *per se* a contravention of public policy) and *Sui Southern Gas Co Ltd v Habibullah Coastal Power Co (Pte) Ltd* [2010] 3 SLR 1 at para 48.

[24] Section 24 of the IAA provides that: Notwithstanding Article 34(1) of the Model Law, the High Court may, in addition to the grounds set out in Article 34(2) of the Model Law, set aside the award of the arbitral tribunal if —(a) the making of the award was induced or affected by fraud or corruption; or (b) a breach of the rules of natural justice occurred in connection with the making of the award by which the rights of any party have been prejudiced.

Article 34(2)(b)(ii) of the Model Law provides that an arbitral award may be set aside by the court specified in Article 6 only if the court finds that "the award is in conflict with the public policy of this State."

point. In *PT Asuransi*, the Court of Appeal was concerned with construing the ambit of public policy under Article 34(2) of the Model Law, which is referred to at section 24 of the IAA. At [59], the Court of Appeal made it clear that:

> "... the general consensus of judicial and expert opinion is that ***public policy under the Act encompasses a narrow scope***. In our view, it should only operate in instances where the ***upholding of an arbitral award would "shock the conscience"… or is "clearly injurious to the public good or … wholly offensive to the ordinary reasonable and fully informed member of the public"… or where it violates the forum's most basic notion of morality and justice…*** This would be consistent with the concept of public policy that can be ascertained from the preparatory materials to the Model Law. As was highlighted in the Commission Report (A/40/17), at para 297 (referred to in A Guide to the UNCITRAL Model Law on International Commercial Arbitration: Legislative History and Commentary by Howard M Holtzmann and Joseph E Neuhaus (Kluwer, 1989) at 914):
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> > In discussing the term 'public policy', it was understood that it was not equivalent to the political stance or international policies of a State but comprised the fundamental notions and principles of justice… It was understood that the term 'public policy', which was used in the 1958 New York Convention and many other treaties, covered fundamental principles of law and justice in substantive as well as procedural respects. Thus, instances such as corruption, bribery or fraud and similar serious cases would constitute a ground for setting aside."[25] [Emphasis added]

19. Singapore courts have made it clear that the IAA gives primacy to the autonomy of arbitral proceedings and limits court intervention to only the prescribed situations.[26] Errors of law or fact, *per se*, do not engage the public policy of Singapore.[27]

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[25] This paragraph was subsequently referred to by Judith Prakash J in *Swiss Singapore Overseas Enterprises Pte Ltd v Exim Rajathi India Pvt Ltd* [2010] 1 SLR 573 at [24]. Prakash J reiterated the Court of Appeal's observation that public policy includes fraud and went on to conclude at [30] that if the fraud was in the shape of non-disclosure of a material document, the document must be so material that earlier discovery would have prompted the arbitrator to rule in favour of the applicant. Negligence or error in judgment in failing to discover a crucial document would not be sufficient to justify a setting aside of the award.

[26] *PT Asuransi*, para. 57

[27] *PT Asuransi*, para. 57, reaffirmed in *AJU v AJT* [2011] 4 SLR 739 at para. 66. This principle was recently reiterated in the judgement rendered by Justice Belinda Ang in the case of *Triulzi Cesare SRL v Xinyi Group (Glass) Co Ltd* [2015] 1 SLR 114 ("*Triulzi*") at [161]. In *Triulzi*, counsel for the Plaintiff unsuccessfully argued that the tribunal's failure to apply the United Nations Convention on Contracts for

20. In *AJU v AJT* [2011] 4 SLR 739 ("*AJU v AJT*"), the Court of Appeal held that a tribunal's findings can only be re-opened under Article 34(2)(b)(ii) of the Model Law when the tribunal has made an error in deciding what constitutes a violation of Singapore public policy.[28] *AJU v AJT* involved allegations that an agreement entered into by the parties to settle the dispute (the "Concluding Agreement[29]") had been procured through duress, undue influence and was in contravention of Thai law.[30] While reiterating that errors of law or fact will not necessarily warrant re-opening the arbitral tribunal's findings of fact and/or law[31], the Court of Appeal went on to observe that:

> " if the Concluding Agreement had been governed by Thai law instead of Singapore law, and ***if the Tribunal had held that the agreement was indeed illegal under Thai law (as the Respondent alleged) but could nonetheless be enforced in Singapore because it was not contrary to Singapore's public policy, this finding – viz, that it was not against the public policy of Singapore to enforce an agreement which was illegal under its governing law*** – would be a finding of law which, if it were erroneous, could be set aside under Art 34(2)(b)(ii) of the Model Law (read with s 19B(4) of the IAA).[32] [Emphasis added]

21. In *PT Central Investindo v Franciscus Wongso and others* [2014] 4 SLR 978 ("*PT Central Investindo*"),[33] the High Court observed that want of impartiality and

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the International Sale of Goods ("CISG") was in conflict with Singapore's public policy. Justice Belinda Ang rejected this argument, finding at [161] that the tribunal had actually applied Art 35 of the CISG and that even if the tribunal had not considered other Articles of the CISG when it ought to, that failure would simply constitute an error of law, which would not engage the public policy ground in Art 34(2)(b)(ii) of the Model Law.

[28] *AJU v AJT*, para. 67

[29] The Concluding Agreement was governed by Singapore law.

[30] The agreement required that the prosecution of non-compoundable offences under Thai law be stifled (*AJU v AJT*, para. 6).

[31] *AJU v AJT*, paras. 66 to 70

[32] *AJU v AJT*, para. 67. In setting out this approach, the Court of Appeal expressly disapproved of the decision rendered in the High Court case of *Rockeby biomed Ltd v Alpha Advisory Pte Ltd* [2011] SGHC 155 ("*Rockeby biomed*") which also involved an application to set aside an IAA award on the basis of illegality in the underlying contract. In dealing with the defendant's application, the court in *Rockeby biomed* had stated that "[i]n deciding the issue of illegality, [it] ha[d] the power to examine the facts of the case afresh" (see [19] of Rockeby). This Court of Appeal in *AJU v AJT* expressly rejected that approach at para [71] of their judgment.

[33] This case involved an application to set aside the award on the basis that it was contrary to Singapore's public policy within the meaning of Art 34(2)(b)(ii) of the Model Law. It was contended that the award rendered in

independence in an arbitral process may also give rise to public policy concerns, and a violation of the public policy of Singapore is another ground for setting aside an award under Art 34(2)(b)(ii) of the Model Law.[34]

22. In the recent decision of *Coal & Oil Co LLC v GHCL Ltd* [2015] SGHC 65 ("*Coal & Oil v GHCL*"), the Plaintiff attempted to set aside the arbitral award on the basis that, *inter alia*, the award was in conflict with the public policy of Singapore and that there was a breach of natural justice.[35] The Plaintiff alleged, *inter alia*, that the tribunal had breached its duty under Rule 27.1 of the 2007 Singapore International Arbitration Centre Rules ("2007 SIAC Rules") by failing to declare the arbitral proceedings closed before releasing its award, and that there had been an inordinate delay in the release of the award.[36]

23. The Plaintiff argued that an act of the arbitral tribunal, which was contrary to the agreement of the parties [ie, Rule 27.1 of the 2007 SIAC Rules], was against the public policy of Singapore.[37] In rejecting this argument, Justice Steven Chong made it clear it was "deeply flawed" for the Plaintiff to suggest that all breaches of agreed procedure are, *ipso facto*, contrary to public policy.[38] Justice Steven Chong reiterated that the Court of Appeal had set a "very high threshold" for setting aside on the grounds of public policy in *PT Asuransi*[39] and that public policy is intended to "capture matters of *general* – rather than particular – interest."[40]

24. The Plaintiff's argument that Singapore's public policy demands that any arbitration and its award are presented in a fair and expeditious manner and that the delay of 19 months in this case constituted a violation of public policy was similarly dismissed.[41] Justice Steven Chong made it clear that:

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breach of natural justice on the ground of apparent bias would necessarily conflict with Singapore's public policy (*PT Central Investindo*, para. 83)

[34] *PT Central Investindo*, para. 52

[35] *Coal & Oil v GHCL*, para. 13

[36] *Coal & Oil v GHCL*, para. 4

[37] *Coal & Oil v GHCL*, para. 62

[38] *Coal & Oil v GHCL*, para. 62

[39] *Coal & Oil v GHCL*, para. 61

[40] *Coal & Oil v GHCL*, para. 62

[41] *Coal & Oil v GHCL*, para. 63

> "Violations of "public policy" only encompass those acts which are so egregious that elementary notions of morality have been transgressed. While delay in the release of an arbitral award might not necessarily be in the public interest, it cannot, in itself without more, constitute a violation of public policy."[42]

## III. Concrete instances where enforcement of an award was refused because of a violation of public policy

25. To date, there has been no instance where the Singapore courts have refused to enforce an arbitral award on the grounds of public policy.[43]

26. The first time that the Singapore Court refused to enforce arbitral awards is in the case of *PT First Media TBK (formerly known as PT Broadband Multimedia TBK) v. Astro Nusantara International BV and others and another appeal* [2014] 1 SLR 372 ("*PT First Media v Astro*"). However, in that case, the court refused enforcement on the basis that the tribunal had erred in joining certain parties (who were not party to the arbitration agreement) to the arbitration[44] rather than on the grounds of public policy. For that reason, the Court of Appeal held that the arbitral awards could not be enforced by those parties against the Lippo Group.

[42] *Coal & Oil v GHCL*, para. 63

[43] In *AJU v AJT*, the High Court refused to enforce the arbitral award on the ground of public policy but this decision was overturned by the Court of Appeal, as explained above.

[44] Paras. 178 to 185, 191 to 193 and 197 to 198

## Annex A Selection of Singapore Cases Related to Public Policy

| Identification of the decision | Summary of the public policy argument | Enforcement accepted | Substantive | Procedural | Enforcement denied |
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| ***Re An Arbitration Between Hainan Machinery Import and Export Corp and Donald & McArthy Pte Ltd*** [1995] 3 SLR(R) 354<br><br>High Court<br><br>29 September 1995 | The arbitration did not deal with the real issue of the dispute between the parties, which amounts to a violation of the public policy of Singapore. | X | | | |
| ***John Holland Pty Ltd (formerly known as John Holland Construction & Engineering Pty Ltd) v Toyo Engineering Corp (Japan)*** [2001] 1 SLR(R) 443 | Apart from the allegation that public policy covers situations in which there has been a "fundamental irregularity in respect of the law", no particular public policy was identified. | X | | | |

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| High Court<br><br>14 March 2001 | | | | | |
| ***Aloe Vera of America, Inc v Asianic Food (S) Pte Ltd and another*** [2006] 3 SLR(R) 174<br><br>High Court<br><br>10 May 2006 | It is against public policy to enforce an award made on the basis of the alter ego theory, because the arbitrator's decision had pierced the corporate veil without any supporting evidence. | X | | | |
| ***PT Asuransi Jasa Indonesia (Persero) v Dexia Bank SA*** [2007] 1 SLR(R) 597<br><br>Court of Appeal<br><br>1 December 2006 | The award sought to be set aside contradicted the findings of an earlier arbitral tribunal and was therefore contrary to public policy for contravening the finality principle enacted in the IAA. | X | | | |
| ***VV v VW*** [2008] 2 SLR(R) 929<br><br>High Court | The costs award was in conflict with the public policy of Singapore in that it awarded the defendant a quantum of costs that was disproportionate to the amount at stake in the arbitration, i.e., it offended against the principle | X | | | |

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| 24 January 2008 | of proportionality. | | | | |
| ***Dongwoo Mann+Hummel Co Ltd v Mann+Hummel GmbH*** [2008] 3 SLR(R) 871<br><br>High Court<br><br>8 May 2008 | The award was in conflict with public policy because the tribunal allowed the defendant to flout the tribunal's directions in relation to discovery. | X | | | |
| ***Swiss Singapore Overseas Enterprises Pte Ltd v Exim Rajathi India Pvt Ltd*** [2010] 1 SLR 573<br><br>High Court<br><br>16 October 2009 | The award was procured by fraud, in a manner contrary to the public policy of Singapore. The arbitrator found against the plaintiff on the basis of false testimony and therefore, the defendant's deception and fraud had caused prejudice to the plaintiff. The arbitrator's holding on the amount of damages to be paid by the plaintiff flowed from the defendant's deception and fraud. | X | | | |
| ***Sui Southern Gas Co Ltd v Habibullah Coastal Power Co (Pte) Ltd*** [2010] 3 SLR 1 | The award was perverse or irrational, and was for that reason outside the scope of submission to arbitration and contrary to public policy. | X | | | |

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| High Court<br><br>23 February 2010 | | | | | |
| ***Galsworthy Ltd of the Republic of Liberia v Glory Wealth Shipping Pte Ltd***<br><br>High Court<br><br>14 October 2010 | The tribunal failed to decide the matter in accordance with the facts and evidence presented by the parties, and the tribunal erroneously transposed the evidence used in another arbitration. | X | | | |
| ***Rockeby biomed Ltd v Alpha Advisory Pte Ltd*** [2011] SGHC 155<br><br>High Court<br><br>22 June 2011 | The award offends the public policy of Singapore because it upholds an illegal contract. The arbitral award stemmed from a consultancy agreement under which the plaintiff was to advise the defendant on its plan to secure a listing on Singapore's stock exchange. In the arbitration, the defendant contended that the plaintiff was an unlicensed financial advisor and, therefore, the consultancy agreement was illegal as well as null and void. | X | | | |
| ***AJU v AJT*** [2011] 4 SLR 739 | The tribunal decided by way of an interim award that an agreement entered into by the parties to settle the dispute (the "Concluding Agreement") | X | | | |

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| Court of Appeal[1]<br><br>22 August 2011 | was valid and enforceable. The respondent applied to set aside the interim award on the basis that, *inter alia*, the Concluding Agreement was in contravention of Thai law and accordingly, contrary to public policy both in Thailand and in Singapore. | | | | |
| ***Beijing Sinozonto Mining Investment Co Ltd v Goldenray Consortium (Singapore) Pte Ltd*** [2014] 1 SLR 814<br><br>High Court<br><br>14 November 2013 | The award offends public policy because the respondent had procured the award by fraud or corruption. Specifically, the respondent had unilaterally entered into an improper arrangement with the tribunal to get the tribunal to issue an award that supports the respondent's claim and issue an award as soon as possible. | X | | | |
| ***PT Central Investindo v Franciscus Wongso and others*** [2014] 4 SLR 978<br><br>High Court | The award was rendered in breach of natural justice (on the ground of apparent bias), and such an award is necessarily in conflict with Singapore's public policy. | X | | | |

[1] The High Court judge had at first instance set aside the interim award, but this decision was overturned by the Court of Appeal.

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| 30 September 2014 | | | | | |
| ***Triulzi Cesare SRL v Xinyi Group (Glass) Co Ltd*** [2015] 1 SLR 114<br><br>High Court<br><br>30 October 2014 | The Tribunal was obliged to apply as the governing law of the contracts the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), which is an international treaty that Singapore has signed and ratified. The tribunal's failure to apply the CISG was in conflict with Singapore's public policy. | X | | | |
| ***Coal & Oil Co LLC v GHCL Ltd*** [2015] SGHC 65<br><br>High Court<br><br>12 March 2015 | The tribunal had breached its duty under Rule 27.1 of the 2007 Singapore International Arbitration Centre Rules ("2007 SIAC Rules") by failing to declare the arbitral proceedings closed before releasing its award, which is contrary to the agreement of the parties. The delay of 19 months in releasing the award also constitutes a violation of public policy. | X | | | |