

Annex

Supreme Court of Judicature Act (Cap 322, 2007 Rev Ed)

Singapore International Commercial Court

18A. There shall be a division of the High Court known as the Singapore International Commercial Court.

...

Jurisdiction of Singapore International Commercial Court

18D. The Singapore International Commercial Court shall have jurisdiction to hear and try any action that satisfies all of the following conditions:

- (a) the action is international and commercial in nature;
- (b) the action is one that the High Court may hear and try in its original civil jurisdiction;
- (c) the action satisfies such other conditions as the Rules of Court may prescribe.

...

Effect of jurisdiction agreement

18F.—(1) Subject to subsection (2), the parties to an agreement to submit to the jurisdiction of the Singapore International Commercial Court shall be considered to have agreed —

- (a) to submit to the exclusive jurisdiction of the Singapore International Commercial Court;
- (b) to carry out any judgment or order of the Singapore International Commercial Court without undue delay; and
- (c) to waive any recourse to any court or tribunal outside Singapore against any judgment or order of the Singapore International Commercial Court, and against the enforcement of such judgment or order, insofar as such recourse can be validly waived.

(2) Subsection (1)(a), (b) and (c) applies only if there is no express provision to the contrary in the agreement.

Rules of Court (Cap 322, R 5)

Interpretation (O. 110, r. 1)

1.—(1) In this Order, unless the context otherwise requires —

...

“Court” means the Singapore International Commercial Court;

“High Court” does not include the Court;

“jurisdiction agreement” means an agreement to submit to the exclusive or non-exclusive jurisdiction of the Court;

...

(2) In this Order, unless the context otherwise requires —

(a) a claim is international in nature if —

(i) the parties to the claim have, by a written jurisdiction agreement, agreed to submit the claim for resolution by the Court and, at the time the agreement was concluded, the parties have their places of business in different States;

(ii) none of the parties to the claim have their places of business in Singapore;

(iii) one of the following places is situated outside any State in which any of the parties have their places of business:

(A) any place where a substantial part of the obligations of the commercial relationship between the parties is to be performed;

(B) the place with which the subject-matter of the dispute is most closely connected; or

(iv) the parties to the claim have expressly agreed that the subject-matter of the claim relates to more than one State;

(b) a claim is commercial in nature if the subject-matter of the claim arises from a relationship of a commercial nature, whether contractual or not, including (but not limited to) any of the following transactions:

(i) any trade transaction for the supply or exchange of goods or services;

(ii) a distribution agreement;

(iii) commercial representation or agency;

(iv) factoring or leasing;

(v) construction works;

(vi) consulting, engineering or licensing;

- (vii) investment, financing, banking or insurance;
 - (viii) an exploitation agreement or a concession;
 - (ix) a joint venture or any other form of industrial or business co-operation;
 - (x) a merger of companies or an acquisition of one or more companies;
 - (xi) the carriage of goods or passengers by air, sea, rail or road;
- (c) an agreement to submit to the jurisdiction of the High Court does not of itself constitute an agreement to submit to the jurisdiction of the Court;
- (d) an agreement to submit to the jurisdiction of the Court does not of itself constitute an agreement to submit to the jurisdiction of the High Court;
- (e) a jurisdiction agreement is written if its contents are recorded in any form (whether or not the agreement has been concluded orally, by conduct or by other means), including an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference; and
- ...

Rules of Court to apply subject to Order (O. 110, r. 3)

3. Subject to this Order, the provisions of these Rules apply to all proceedings in the Court and all appeals from the Court.

...

Service of originating process (O. 110, r. 6)

6.—(1) A writ or an originating summons filed in the Court, or in a case transferred to the Court, may be served in accordance with these Rules, subject to paragraphs (2), (3) and (4).

(2) Leave under Order 11, Rule 1 is not required for the service of a writ or an originating summons outside of Singapore on a party to a written jurisdiction agreement.

(3) A defendant who is a party to a written jurisdiction agreement and who is served with a writ outside of Singapore has 21 days (or such longer time as the Court may allow) after the service to enter an appearance.

(4) Paragraph (2) does not affect the Court's power to consider its jurisdiction under Rule 10.

Jurisdiction (O. 110, r. 7)

7.—(1) The Court has the jurisdiction to hear and try an action if —

- (a) the claims between the plaintiffs and the defendants named in the originating process when it was first filed are of an international and commercial nature;
- (b) each plaintiff and defendant named in the originating process when it was first filed has submitted to the Court’s jurisdiction under a written jurisdiction agreement; and
- (c) the parties do not seek any relief in the form of, or connected with, a prerogative order (including a Mandatory Order⁷, a Prohibiting Order⁹, a Quashing Order¹⁰ or an Order for Review of Detention¹¹).

(2) In addition to paragraph (1), the Court has the jurisdiction to hear and determine

- (a) a case transferred to the Court under Rule 12; and
- (b) an originating summons under Order 52 for leave to commit a person for contempt in respect of any judgment or order made by the Court.

Court may decline to assume jurisdiction (O. 110, r. 8)

8.—(1) Subject to paragraph (2), the Court may decline to assume jurisdiction in an action under Rule 7(1) if it is not appropriate for the action to be heard in the Court.

(2) The Court must not decline to assume jurisdiction in an action solely on the ground that the dispute between the parties is connected to a jurisdiction other than Singapore, if there is a written jurisdiction agreement between the parties.

(3) In exercising its discretion under paragraph (1), the Court shall have regard to its international and commercial character.

Joinder of other persons as parties (O. 110, r. 9)

9.—(1) In an action where the Court has and assumes jurisdiction, or in a case transferred to the Court under Rule 12, a person may, subject to paragraph (2), be joined as a party (including as an additional plaintiff or defendant, or as a third or subsequent party) to the action if —

- (a) the requirements in these Rules for joining the person are met; and
- (b) the claims by or against the person —
 - (i) do not include a claim for any relief in the form of, or connected with, a prerogative order (including a Mandatory Order⁷, a Prohibiting Order⁹, a Quashing Order¹⁰ or an Order for Review of Detention¹¹); and
 - (ii) are appropriate to be heard in the Court.

(2) A State or the sovereign of a State may not be made a party to an action in the Court unless the State or the sovereign has submitted to the jurisdiction of the Court under a written jurisdiction agreement.

(3) In exercising its discretion under paragraph (1), the Court must have regard to its international and commercial character.

...

Court may consider jurisdiction and assumption of jurisdiction (O. 110, r. 10)

10.—(1) In an action commenced in the Court, the Court may consider whether it has jurisdiction or whether it should decline to assume jurisdiction —

(a) on its own motion at any time (but shall not make a decision before hearing the parties); or

(b) on an application by a party in accordance with Rule 11.

(2) The Court must set aside any pre-action certificate certifying that an action is international or commercial in nature before it decides that it has no jurisdiction on the ground that the action is not international or commercial in nature, as the case may be.

(3) Where the Court decides that it has no jurisdiction or declines to assume jurisdiction —

(a) the Court must transfer the proceedings to the High Court if —

(i) the Court considers that the High Court has and will assume jurisdiction in the case; and

(ii) all parties consent to the proceedings being heard in the High Court; or

(b) if the proceedings are not transferred to the High Court under sub-paragraph (a), the Court may dismiss or stay the proceedings, or make any other order it sees fit.

(4) Rule 12(5) applies where the Court transfers proceedings under paragraph (3)(a).

(5) The following decisions of the Court under this Rule are final for the purposes of section 34(1)(e) of the Act, unless the Court or the Court of Appeal gives leave to appeal:

(a) a decision that the Court has and will assume jurisdiction;

(b) a decision of the Court to transfer the proceedings to the High Court under paragraph (3)(a).

...

Transfer of proceedings to or from Court (O. 110, r. 12)

12.—(1) A case commenced in the High Court may be transferred to the Court, and vice versa.

(2) An order to transfer a case must be made by the court in which the case was commenced.

(3) A case may be transferred from the Court to the High Court only if the following requirements are met:

(a) the Court considers that —

(i) the High Court has and will assume jurisdiction in the case; and

(ii) it is more appropriate for the case to be heard in the High Court;

(b) a party has, with the consent of all other parties, applied for the transfer in accordance with Rule 13.

(4) A case may be transferred from the High Court to the Court only if the following requirements are met:

(a) the High Court considers that —

(i) the requirements in Rule 7(1)(a) and (c) are met;

(ii) the Court will assume jurisdiction in the case; and

(iii) it is more appropriate for the case to be heard in the Court;

(b) either —

(i) a party has, with the consent of all other parties, applied for the transfer in accordance with Rule 13; or

(ii) the High Court, after hearing the parties, orders the transfer on its own motion.

(5) Where a case is transferred —

(a) the court to which the case is transferred must not reconsider whether it has or will assume jurisdiction;

...