

Challenging Administrative & Procedural Decisions of the Arbitration Institution, The Appeal – DMZ V DNA¹

Legal Update | 18 November 2025

1. In February of this year, the Singapore High Court dismissed an attempt by a party to challenge a determination by the Registrar of the Singapore International Arbitration Centre ("SIAC") as to the commencement date of an arbitration. This was the first case in Singapore in which the decision of an arbitration institution was challenged.
2. The attempt was unsuccessful and was appealed to the Singapore Court of Appeal. The Court of Appeal dismissed the appeal and has now provided the reasons for its decisions. It explains the scope of Article 5 of the Model Law (which limits judicial intervention into the arbitration process) and considers the validity of rule 40.2 of the 2016 SIAC Rules² which excludes recourse to the courts in respect of decisions by the SIAC.

Background Facts

3. On 24 June 2024, the respondent filed a notice of arbitration (the "NOA") against the appellant. The NOA was filed just a week before the respondent's claims might have become time-barred on 1 July 2024. Two days later, on 26 June 2024, the SIAC wrote to the respondent to clarify the precise arbitration clauses that it sought to invoke. By the time the respondent replied, the applicable period of limitation had expired.
4. The Registrar of the SIAC (the "Registrar") issued a letter on 9 July 2024 to inform the parties that he deemed that the Arbitration was commenced on 3 July 2024, pursuant to rule 3.3 of the Arbitration Rules of the SIAC (6th Ed, 1 August 2016) (the "2016 SIAC Rules")³, (the "Initial Decision").
5. The appellant filed its response to the NOA (the "RNOA") where it raised the issue of time bar for the first time, relying on the Initial Decision.
6. The respondent wrote to the SIAC requesting that the Initial Decision be amended. It submitted that the correct commencement date of the Arbitration should have been 24 June 2024, being the date on which the NOA was filed. The parties then exchanged submissions as to the appropriate commencement date.
7. On 30 July 2024, the SIAC issued a letter to the parties stating that the Registrar had considered the parties' submissions and was satisfied that "the date of commencement of [the Arbitration] shall be amended to 24 June 2024" (the Amended Decision").
8. The appellant applied to court seeking *inter alia* a declaration that the commencement date of the arbitration was 3 July 2024, and that the Amended Decision was *ultra vires* or otherwise unlawful.

Decision Below

9. The court below⁴ found that the application was legally unsustainable. It ruled that the court did not have the power to review the Amended Decision as the parties were bound by rule 40.2 of the 2016 SIAC Rules⁵, by which parties waived any right of appeal or review in respect of decisions of the Registrar. The recourse that the appellant has was to apply to set aside any eventual award under Article 34(2)(a)(iv) of the Model Law⁶ on the basis that the arbitral procedure leading to the Award has not been conducted in accordance with the agreement of the parties.

¹ [2025] SGHC SGCA 52

² Now found in rule 63.4 of the 2025 SIAC Rules.

³ Rule 3.3 states that (a) the date of commencement of the arbitration shall be deemed as the date of receipt of the complete notice of arbitration by the Registrar; and (b) a notice of arbitration is deemed to be complete when all requirements prescribed by the SIAC Rules are fulfilled, or when the Registrar determines that there has been substantial compliance with these requirements.

⁴ DMZ v CAN [2025] SGHC 31

⁵ 40.2 the parties waive any right of appeal or review in respect of any decision of the ... Registrar to any State court or other judicial authority.

⁶ an award may be set aside if "... the arbitral procedure was not in accordance with the agreement of the parties,...".

The Appeal

10. The appellant has 2 arguments in its appeal:
 - a. The court did have the power to grant the relief sought as the Registrar's decision was not a matter governed by the Model Law; and
 - b. To the extent that the effect of rule 40.2 was to oust the court's jurisdiction, it was void and unenforceable as being contrary to Singapore public policy.

The Decision

11. Power of the Court. The issue of whether the court had power to grant the relief turned on the scope of Article 5 of the Model Law which set out the prohibition against court intervention in the following terms:

"Article 5. Extent of court intervention

In matters governed by this Law, no court shall intervene except where so provided in this Law."

12. The appellant's case thus turned on how the term "matter" was to be understood. The Court of Appeal determined that "matter" in the context of Article 5 ought to be construed broadly⁷. A narrow interpretation of Article 5 would leave it exposed to abuse as parties were free to frame the "matter" that their application is concerned with at whatever level of generality suited their purpose and thus circumvent the prohibition in Article 5. The policy objective of Article 5 is to achieve certainty by having the Model Law set out the circumstances in which court intervention is permissible as completely as possible. The goal is to have the greatest degree of certainty as to when the court may intervene. The overall policy of the International Arbitration Act and the Model Law is to *minimise* judicial intervention in arbitral proceedings.
13. Applying this broad interpretation to Article 5, the Court of Appeal ruled that "matter" should encompass challenges against a procedural determination which would affect the progress or conduct of an ongoing arbitration⁸. It was important that deference be accorded to the tribunal (and in this case, the Registrar) in matters of procedure.
14. Public policy. On this issue, the court highlighted there was a distinction between clauses that denied access to the court and those that only limited the right⁹. Rule 40.2 falls within the latter category because it does not completely exclude recourse to the court's jurisdiction. To the extent such a decision was to materially prejudice a party because it was incorporated into or somehow became a part of the eventual award, the parties would ordinarily retain the right to challenge it *at the post-award stage*, based on the grounds set out in Article 34 of the Model Law and section 24 of the International Arbitration Act.

Conclusion

15. Arbitration is characterised by some key features, including these:
 - a. The source of the obligation to arbitrate is the arbitration agreement.
 - b. The parties and their chosen arbitrators are vested with a very high degree of autonomy in how they will conduct the arbitration. Where the parties fail to agree on such matters, they will be bound by the procedural determinations of the arbitrators.
 - c. Where the parties have agreed to arbitrate their dispute subject to a set of arbitration rules, those rules shall constitute a part of their arbitration agreement.
16. The Singapore Court of Appeal's decision provides clear guidance for arbitration practitioners on the limits of judicial intervention in the administration of arbitral proceedings. The ruling confirms that, where parties have agreed to institutional rules, administrative and procedural decisions by the institution are generally insulated from judicial review until the post-award stage, and that provisions in the rules that limit recourse to the courts in respect of such decisions are valid.
17. Ultimately, DMZ v DNA strengthens Singapore's reputation as a pro-arbitration jurisdiction and provides welcome certainty for counsel and clients alike regarding the autonomy of arbitral institutions and the integrity of the arbitral process.

⁷ [2025] SGHC SGCA 52 Para 34

⁸ Ibid Para 43

⁹ Ibid Para 55

For further information contact:

S Suressh

Partner & Head, International Arbitration
Suressh@harryelias.com
+65 6361 9883



Andy Lem

Partner & Co-Head, Civil and Commercial Litigation
AndyLem@harryelias.com
+65 6361 9340



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