

Legal Update

When are arbitral awards time-barred from enforcement proceedings? *Pacmar Shipping Pte Ltd v South of England Protection and Indemnity Association (Bermuda) Ltd* [2026] SGCA 20

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Earlier this year we reported on the High Court decision in *Pacmar Shipping v South of England P&I Association*¹ where the High Court refused to set aside the registration of an award that was affected 1 day before the expiry of the limitation period. The matter went up on appeal, and the Singapore Court of Appeal has now given its reasons for dismissing the appeal, in the course of which it has provided authoritative guidance on how limitation periods operate in the enforcement of arbitral awards and judgements.



The Decision

In 2017, following the failure of Pacmar to pay calls by South of England P&I Association ("SEPIA"), SEPIA commenced an arbitration against Pacmar in London and obtained an award in its favour on 17 July 2019, for US\$82,332.40 plus interest and costs. SEPIA registered this award on 16 July 2025 in Singapore for the purposes of enforcement, i.e. one day before the expiry of the section 6(1)(c) Limitation Act² limitation period. Pacmar's application to set aside the registration was dismissed by the High Court, which distinguished between registering an award so that it can be enforced as a judgement, and subsequently seeking to enforce that judgement, with the section 6(1)(c) limitation only applying to the former. The court also rejected claims based on laches, explaining that it does not apply since enforcement under the International Arbitration Act is governed by statute rather than equity.



The Court of Appeal Decision

The Court of Appeal affirmed the High Court decision, although its grounds were slightly different from the High Court, and those differences are worth highlighting.

Firstly, the CA held that time under s 6(1)(c) runs not from the date of the award but from the date the award debtor fails to honour the award, as enforcement is an independent cause of action founded on an implied promise to honour the award. In most cases, this coincides with the date of the award, because awards are immediately payable, but it would be significant in those cases when the award stipulates a future date for performance. In this case as the action to register the award was taken within 6 years, it was within time.

Next, the Court drew a clear distinction between commencing an *action* to recognise and enforce a judgment and *enforcing or executing* the resulting judgment³. Section 6(3) governs actions upon judgments and does not limit the time for enforcing an existing judgment⁴.

¹ [2026] SGHC 8; *Pacmar v SEPIA*

² 6 year limitation applies to actions to enforce an award

³ The Singapore High Court explained the distinction between actions on a judgement and enforcement of a judgement in *The Siew Hua v Tan Kim Chiong* [2010] 4 SLR 123. Actions on a judgement are a historical anomaly dating back to the days when there was a common law presumption that a judgement was deemed satisfied after a year and a day if no execution had been issued. The only way then to enforce the judgement was to sue upon it and obtain a fresh judgement. Such actions are now very rare but in theory may be resorted to by a creditor to give himself a fresh limitation period.

⁴ Although as per Order 22(4)(e), where more than 6 years have lapsed since the date of the judgment the applicant is seeking to enforce, the applicant must explain the delay, If the court is not satisfied with the explanation, it may refuse to grant the order of execution sought.

On the doctrine of laches, the Court of Appeal left open the question whether laches may apply beyond equity to certain common-law claims but held that it cannot shorten a statutory limitation period prescribed by the Limitation Act.



Conclusion

This decision brings clarity and certainty as to the interplay between the enforcement of arbitral awards and judgements and the enforcement of the same, and is welcome guidance for award creditors and practitioners alike.

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