

Challenging the SIAC Registrar's Administrative Decisions: Is there Recourse to the Singapore High Court?



Prakaash Silvam
Partner
Head of Shipping



Tan Yu Hang
Senior Associate
Litigation & Dispute Resolution



Vedanta Vishwakarma
Foreign Lawyer
Litigation & Dispute Resolution



Introduction

The cardinal principle of minimal curial intervention is often cited by the Singapore courts when describing its relationship between itself and arbitral tribunals. Where commercial parties have made a contractual decision to limit the role of the courts in the event of a dispute, they are generally deemed to have accepted the attendant risks of having limited recourse to the courts.

We have discussed the application of this principle in a [previous article](#) discussing the High Court case of *Swire Shipping Pte Ltd v Ace Exim Pte Ltd*. The court in that case reiterated the high threshold for setting aside arbitral awards, even where the reasoning of the award appeared to be incoherent or confusing.

In the recent case of [DMZ v DNA \[2025\] SGHC 31](#), the Singapore High Court held that it lacked jurisdiction to review a procedural decision taken by the Registrar of the Singapore International Arbitration Centre (“SIAC”), reinforcing the principle of minimal curial intervention.

In the said case, the principal dispute arose between the parties regarding payment of sums due under a Sales Contract. The parties sent this dispute for arbitration to SIAC, with SIAC issuing a letter which “deemed the ... [A]rbitrations to have commenced on 3 July 2024”. The claimant subsequently filed a response to SIAC, asserting that the defendant’s claims were time-barred because the Arbitrations commenced on 3 July 2024 “which was more than 6 years after the sums

allegedly became due under the [Sale Contracts]”. The defendant then wrote to SIAC requesting the Registrar to “correct” the commencement date of the Arbitrations to 24 June 2024. After considering both parties’ submissions on the matter, the SIAC revised the commencement date and deemed the date of the commencement of the Arbitrations to be amended to 24 June 2024 (“the Commencement Date Decision”).

The claimant then filed the present suit, applying for an order to set aside the Commencement Date Decision on the basis that it was unlawful.

The court’s lack of jurisdiction

The court first found the claimant’s application to review the Commencement Date Decision was in plain breach of Rule 40.2 of the SIAC Rules 2016, which states that parties waive any right of appeal or review in respect of any decisions of the Registrar to any State court or other judicial authority. Although the court has powers under the Supreme Court of Judicature Act 1969 to grant declaratory relief in respect of a Singapore-seated arbitration, such a power to grant declarations was not unfettered. The court held that it should only intervene in an arbitration where expressly provided for in the International Arbitration Act 1994 (“IAA”); the IAA did not offer any provision to the situation in the present case.



Lawful exercise of arbitrator's powers

However, this did not necessarily mean that the Registrar's decision was completely unimpeachable. The court held that if the Registrar had exercised its powers wrongfully, Art 34(2)(a)(iv) of the UNCITRAL Model Law on International Commercial Arbitration (which has the force of law in Singapore by virtue of s 3 of the IAA), provides that an award may be set aside if the arbitral procedure was not in accordance with the agreement of the parties. In the present case, the Registrar's Commencement Date Decision would be part of the arbitral procedure. Given that the challenge may only be brought in the context of challenging an award by the arbitral tribunal, this would mean that the arbitration proceedings may have to be completed first before the Registrar's decision can be impeached.

Registrar's decisions are purely administrative

The claimant also tried to argue that the Commencement Date Decision was prohibited by Rule 40.1 of the SIAC Rules 2016, which states that the Registrar's decisions are "conclusive and binding". The court held that the phrase "conclusive and binding" did not apply to the Commencement Date Decision as it was an administrative decision capable of being reconsidered and revised. An administrative decision, in this context, is a decision made in the course of and for the purpose of facilitating the SIAC's function of administering arbitrations.

Aside from the Commencement Date Decision, this also includes a decision regarding the extension or abbreviation of time limits (Rule 2.6) and whether a dispute warrants the appointment of

three arbitrators instead of one (Rule 9.1). It was held that courts and tribunals (including arbitral institutions such as SIAC), are the masters of their own internal procedure, and would be entitled to reconsider administrative or procedural decisions. Allowing for the reconsideration of such decisions would also have been consonant with Rule 41.2 of the SIAC Rules 2016, which states that the Registrar shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration.

Such procedural discretion is key to the efficiency that draws commercial parties to arbitration, and why many turn to a trusted **international arbitration law firm** when navigating these nuances.

Takeaways

This decision reinforces the principle of minimal curial intervention by affirming that courts will not review procedural decisions made by arbitral institutions unless expressly permitted under the International Arbitration Act. By upholding Rule 40.2 of the SIAC Rules 2016 and refusing jurisdiction over the Registrar's Commencement Date Decision, the High Court emphasised that commercial parties who opt for arbitration accept its autonomous procedural framework, including the limited role of judicial oversight. This approach continues to safeguard the finality and efficiency of arbitration.

Furthermore, the court's holding that procedural decisions by the SIAC Registrar (such as the commencement date of arbitration) may only be challengeable after an award is rendered should be noted with much weight. Parties are prevented from using the courts as a "back-door appeal"



against procedural decisions which they wish to see reviewed.

Parties must therefore proceed with the arbitration despite potential procedural objections, bearing in mind that such challenges are limited, retrospective, and subject to a high threshold for success.

This case also highlights the importance of engaging a seasoned commercial lawyer or dispute resolution law firm early in the process, to advice on procedural rights and limits under the arbitration framework.

*This article was authored by our **Partner and Head of Shipping** [Prakaash Silvam](#), **Senior Associate** [Tan Yu Hang](#), and **Foreign Lawyer** [Vedanta Vishwakarma](#). The authors thank **Brandon Lim** from the University of Cambridge for his valuable assistance with the article.*

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