

# A Gateway and a Guardrail: The Singapore Court of Appeal's Two-Step Framework for Judicial Intervention

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## Introduction

Arbitration has become a preferred method for resolving commercial disputes, especially in international business, due to its promise of efficiency, confidentiality, and finality. But what happens when parties disagree not just on the substance of their dispute, but on the very procedures that govern the arbitration and the application of those procedures? Can the courts intervene in such circumstances while the arbitration is still ongoing, or must parties wait until the process has run its course?

These questions were at the heart of a recent decision by the Singapore Court of Appeal ("**CA**") in *DMZ v DNZ* [2025] SGCA 52 ("**CA Decision**"). The CA Decision revolved around whether the courts could intervene in a procedural decision made by the Singapore International Arbitration Centre ("**SIAC**") in an ongoing arbitration. The appellant sought to challenge a revised commencement date determined by the Registrar of SIAC ("**Registrar**"), arguing that the change in the Registrar's determination was unlawful and that judicial intervention was warranted to correct it.

The CA, however, reaffirmed a cornerstone of Singapore's policy and approach to arbitration: the policy of minimal curial (court) intervention. Unless expressly permitted under Singapore's arbitral legislative framework – namely the International Arbitration Act 1994 ("**IAA**"), which largely incorporates the UNCITRAL Model Law on International Commercial Arbitration ("**Model Law**") – the courts should not interfere with the conduct of an arbitration. While this

principle is generally established in relation to a tribunal's decisions, the same extends to the administration of an arbitration by arbitral institutions.

The CA Decision confirms that when parties adopt arbitral rules assigning certain procedural decisions to a specified decision-maker (e.g. the Registrar) that allocation forms part of their agreement on how the arbitration will be conducted. While the arbitration is on foot, those rule-based decisions are generally insulated from court intervention. The CA Decision therefore reinforces party autonomy and respect for the parties' chosen rules, preserving arbitration as a reliable and independent forum for dispute resolution, free from unnecessary judicial interference.

The respondent was successfully represented by Partners [Ting Yong Hong](#) and [Wu Junneng](#), together with Associate Alicia Tan, from Rajah & Tann Singapore's [Shipping & International Trade Practice](#).

## Background

On 24 June 2024, the respondent had filed a notice of arbitration ("**NOA**") against the appellant to seek the repayment of sums allegedly due under five contracts. SIAC requested clarification on the precise arbitration clauses that the respondent sought to invoke, with the respondent replying on 3 July 2024.

Initially, the Registrar determined the arbitrations to have commenced on 3 July 2024 ("**Initial Decision**"). This would have resulted in the Respondent's claims being time-barred. After receiving clarifications and hearing submissions from both parties, the Registrar agreed with the Respondent's explanation and revised the commencement date to 24 June 2024 ("**Amended Decision**"), being the date on which the NOA was filed.

Before the High Court, the appellant sought, among other matters, a declaration that the Amended Decision was unlawful or in breach of the SIAC Rules as well as an order setting aside the Amended Decision.

The High Court Judge ("**Judge**") dismissed the appellant's application in *DMZ v DNA* [2025] SGHC 31 ("**High Court Decision**"), finding that it was legally unsustainable on two main grounds.

1. Under the Model Law and the IAA, the High Court had no jurisdiction to review the Registrar's decision. This did not leave the appellant without curial redress, given that it could apply to set aside any eventual award on the basis that the arbitral procedure had not been in accordance with the parties' agreement.
2. The Registrar was entitled to review his own decision. Similar to a tribunal, an arbitral institution was master of its own internal procedure and thus was entitled to review an administrative decision. Nothing in the SIAC Rules prevented the Registrar from doing so.

The High Court awarded costs on an indemnity basis, having found that the application had been brought in breach of the parties' agreement to arbitrate and was therefore an abuse of process. For more information on the decision of the High Court, please see our March 2025 article titled "[Singapore High Court Refuses Backdoor Appeal Against Arbitral Institution's Decision](#)".

## Appeal

On appeal, the appellant's primary argument was that the Judge had erred in finding that the courts lacked the power to grant the declarations sought.

1. **Article 5 Prohibition:** Article 5 ("**Article 5**") of the Model Law states that "In matters governed by this Law, no court shall intervene except where so provided in this Law." The Appellant argued that decisions by an arbitral institution

(in this case, SIAC) were not "matters" governed by IAA and/or the Model Law. Therefore, Article 5 of the Model Law did not bar the court from hearing its application.

2. **Alleged ouster of jurisdiction:** Rule 40.2 of the SIAC Rules states that "... the parties waive any right of appeal or review in respect of any decisions of ... the Registrar to any State court or other judicial authority", save for certain exceptions. The appellant contended that Rule 40.2 was void and unenforceable to the extent that it ousted the courts' jurisdiction to determine whether a Registrar's decision was *ultra vires* and/or violated due process.

## Decision of the CA

### Article 5 Prohibition

The CA set out and applied a two-step framework for Article 5 of the Model Law:

1. Does the application concern a "matter" which is governed by the Model Law?
2. Is the intended intervention permitted, either (i) because the legislation makes express provision for it; or (ii) if the "matter" is not governed by legislation, because the grant of relief is warranted?

In relation to the first step, the CA held that the relevant "matter" ought to be construed broadly rather than narrowly. Doing so would (i) widen the range of matters governed by the Model Law; (ii) limit opportunities for curial intervention; and (iii) advance certainty as to when the courts may intervene. Here, the "matter" should be framed as the Appellant's challenge against a procedural determination which would affect the progress or conduct of an ongoing arbitration. Only under exceptional circumstances, if at all, would the CA countenance curial intervention by seeking in essence to second-guess a procedural determination absent express empowerment to do so under the Model Law or IAA.

As to the second step, the CA emphasised that there was no express enabling provision to support the Appellant's application. Accordingly, there was simply no room for the court to intervene in a procedural ruling made pursuant to the arbitration rules that the parties had agreed to.

### Alleged Ouster of Jurisdiction

The CA agreed with the respondent that Rule 40.2 was "crystal clear" in stating that the parties waived any right of appeal or review to the courts. This did not mean that the parties were "denied access to the court". While parties might be precluded from seeking a *direct review* of decisions by the Registrar, they nonetheless retained the right to challenge the Amended Decision at the post-award stage by seeking to set aside any resulting award.

Accordingly, Rule 40.2 did not constitute an impermissible ouster of the courts' jurisdiction that would render it void and unenforceable.

The CA therefore dismissed the appeal. In light of the manifest lack of merit in the appeal, it further exercised its discretion to award indemnity costs in favour of the Respondent.

## Concluding Remarks

The CA Decision sends a clear and practical message to parties: the Singapore courts will not intervene with ongoing arbitrations unless expressly empowered to do so. Decisions made under agreed institutional rules (e.g., SIAC Rules) form part of the arbitration agreement. Procedural or administrative determinations by the Registrar, such as the fixing or amending the commencement date, will not be second-guessed by the courts during the arbitration absent a clear statutory gateway.

In this regard, the scope of judicial intervention is significantly circumscribed in light of the Article 5 Prohibition. The CA's broad reading of "matters" covered by Singapore's arbitral legislative framework limits the opportunity for judicial intervention, offering greater certainty on when the courts may intervene.

For parties contemplating a challenge to a procedural decision by an arbitral institution, the judgment provides important guidance. First and foremost, unless the relevant legislation expressly permits court intervention, applications to the courts are unlikely to succeed. Rather, the courts will favour the interpretation that limits judicial intervention and provides greater certainty to parties as to when the courts may step in.

Finally, where the chosen arbitral rules provide for a waiver of the right of appeal to or review by the courts, such waiver is unlikely to be void or unenforceable for ousting the courts' jurisdiction. As long as recourse to the courts ultimately remains available to the parties, the parties' inability to seek a direct review of the challenged decision while the arbitration is ongoing is simply the consequences of party autonomy, and not a justification for judicial intervention.

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