

New Requirement for Early Costs Submissions for Arbitration Originating Applications

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On 24 September 2026, the Supreme Court of Singapore issued [Registrar's Circular No. 4 of 2026](#), introducing an updated Guide for the Conduct of Arbitration Originating Applications ("**Guide**").

The Guide applies to arbitration originating applications filed under the Rules of Court 2021 which are to be heard on or after 1 October 2026. It supersedes its predecessor in [Registrar's Circular No. 2 of 2025](#), and introduces a new requirement for **parties to address costs and disbursements in their written submissions**.

Paragraph 11(ii)(b) of the Guide provides that each party must, in the concluding paragraphs of their written submissions, address both the appropriate costs order and the amount of costs and disbursements to be awarded in respect of all parties. In doing so:

1. Parties must state their costs position for both success and failure.
2. If a party contends that costs should not follow the event where it fails on an application, it must briefly set out its supporting arguments, including any relevant conduct or other circumstances relied upon.

Practitioners should therefore be mindful to address costs alongside their merits submissions. This may require earlier review of recoverable costs and disbursements and of any conduct that may justify a departure from the usual event-based approach. Also, more forward planning may be called for. The Guide maintains the default 35-page limit for written submissions (paragraph 11(ii)(a)) even as it now requires parties to address costs. If parties anticipate requiring an uplift to the page limit, they would do well to broach the matter with their counterparts ahead of the first case conference.

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