

## THE LAWSOC ARBITRATION RULES 2007

### **General**

1. Where the parties have agreed in writing that disputes shall be referred to arbitration under the arbitration rules of the Law Society of Singapore, then such disputes shall be referred and finally determined in accordance with these Rules in the context of the prevailing legislation in Singapore on arbitration.
2. These Rules shall apply to arbitrations in either one of the following forms: -
  - 2.1 “Documents-only” arbitrations based on the exchange of a Statement of Case, Statement of Defence (and Counterclaim, if any) and Statement of Reply (and Defence to Counterclaim, if applicable) only, without contemplating physical attendance by parties at a substantive hearing; or
  - 2.2 Arbitrations involving the exchange of a Statement of Case, Statement of Defence (and Counterclaim, if any) and Statement of Reply (and Defence to Counterclaim, if applicable) and physical attendance by parties at a substantive hearing for the purpose of receiving and examining evidence and arguments.

Unless parties agree specifically to a documents-only arbitration pursuant to Rule 2.1, the arbitrations that shall be conducted under these Rules shall be arbitrations under Rule 2.2.

3. For the purposes of these Rules, notices, statements, submissions or other documents used in arbitration may be delivered personally to the party or delivered by leaving the document at his habitual residence, place of business or mailing address; or, if none of these can be ascertained after making reasonable inquiry, then documents may be delivered by leaving them at the party’s last-known residence or place of business. The date that a party has notice of a document is deemed to be the date that the particular document is delivered to that party. Delivery of documents to the Law Society of Singapore or its officers shall be in accordance with these Rules.
4. For the purposes of calculating a period of time prescribed by these Rules, the period shall begin to run on the day following the day when a notice, statement, submission or other document is received or when the act prescribed takes place. If the last day of the period is a Saturday, Sunday or public holiday, the period is extended until the first day that is not a Saturday, Sunday or public holiday. Saturdays, Sundays or public holidays occurring during the running of the period of time are included in calculating the period.

## **Commencement Of Arbitration**

5. To commence an arbitration under these Rules, the party initiating commencement of the arbitration (the “Claimant”) shall deliver to the other party (the “Respondent”) a notice in writing stating their intention to commence an arbitration under these Rules (the “Notice of Arbitration”). A copy of the Notice of Arbitration shall, for information purposes only, be delivered at the same time to the Law Society of Singapore (“the Law Society”) at 39 South Bridge Road, Singapore 058673, or at such other place where the Law Society of Singapore has its main premises, and be marked for the attention of the President of the Law Society (the “President”).
6. The Notice of Arbitration shall include: -
  - 6.1 The names and mailing addresses of the parties to the dispute;
  - 6.2 A short statement that parties are in dispute over a matter which is to be identified in brief terms;
  - 6.3 Reference to the agreement by which the dispute is to be arbitrated under these Rules;
  - 6.4 The names and professional details of three individuals nominated by the Claimant as candidates for the role of single arbitrator of the dispute;
  - 6.5 A copy of the arbitration agreement; and
  - 6.6 A comprehensive Statement of Case signed by or on behalf of the Claimant.
7. The copy of the Notice of Arbitration delivered to the Law Society shall be accompanied by a cheque drawn in favour of the Law Society in such sum as may from time to time be prescribed by the Law Society as the fee for commencing arbitration under these Rules.

## **Appointment Of Arbitrator**

8. Any arbitration conducted under these Rules shall be conducted by a sole arbitrator (the “Arbitrator”) whose appointment shall be agreed in writing by the parties within 7 days of the commencement of arbitration.
9. (a) Where parties are unable to agree in writing to the appointment of an arbitrator after 7 days of the commencement of the arbitration, the Claimant shall within 7 days thereafter notify the President of the same in writing and refer the appointment of an arbitrator to the President. The President shall, either by

himself, or in consultation with any committee approved by the Council of the Law Society of Singapore, within 21 days from such notification appoint an arbitrator to hear and/or determine the dispute, notify the parties of the appointment, and provide the parties with the Arbitrator's name and mailing address.

(b) The request for appointment of an arbitrator shall be accompanied by a cheque drawn in favour of the Law Society in such sum as may from time to time be prescribed by the Law Society as the appointment fee

10. Upon the appointment of the Arbitrator (whether by parties' agreement or appointment by the President), the Claimant shall forthwith provide to the Arbitrator a copy of the Notice of Arbitration.
11. The remuneration of the Arbitrator shall be in accordance with such rates and fees as may from time to time be prescribed by the Law Society as the rates and fees applicable to arbitrators' remuneration for arbitration under these Rules, or failing such prescription at rates and fees to be agreed between the parties and the Arbitrator.

### **Procedure In The Arbitration**

12. Subject to these Rules, the Arbitrator shall have the widest ability permitted by law to ensure the just, expeditious, economical and final determination of the dispute. In this regard, the Arbitrator shall conduct the arbitration in such manner as he or she considers appropriate, save that at all times the Arbitrator shall ensure that the parties are treated equally and are given reasonable opportunity to present their case.

### **Statement Of Case**

13. Without limiting its comprehensive nature, the Statement of Case shall contain the following information: -
  - 13.1 A statement of the facts and particulars supporting the Claimant's position in their claim;
  - 13.2 Copies of all documents relied upon;
  - 13.3 The contentions of fact and law supporting the Claimant's position;
  - 13.4 All items of relief and remedy sought by the Claimant; and

- 13.5 All quantifiable items of claim with accompanying calculations and breakdown (where applicable).

**Statement Of Defence (And Counterclaim, if any)**

14. Within 28 days of the commencement of arbitration, the Respondent shall deliver to the Arbitrator and the Claimant a comprehensive statement of defence (“Statement of Defence”) to the Claimant’s claim signed by or on behalf of the Respondent. Where the Respondent desires to advance a counterclaim against the Claimant, a comprehensive statement of the counterclaim signed by or on behalf of the Respondent must be included in the same document as the Statement of Defence and such document shall be titled “Statement of Defence and Counterclaim”.
15. Without limiting its comprehensive nature, the Statement of Defence (and Counterclaim, if any) shall contain the following information: -
- 15.1 A confirmation or denial of the Claimant’s claim;
  - 15.2 A statement of the facts and particulars supporting the Respondent’s position in defending the claim;
  - 15.3 Copies of all documents relied upon;
  - 15.4 The contentions of fact and law supporting the Respondent’s position; and
  - 15.5 Where a counterclaim is advanced, the same kind of information that a claimant is obliged to give in his Statement of Case.

**Statement of Reply (And Defence To Counterclaim, if applicable)**

16. Within 14 days of receipt of the Respondent’s Defence (and Counterclaim, if any), the Claimant shall deliver to the Arbitrator and the Respondent a comprehensive statement of reply (“Statement of Reply”) to the Respondent’s defence signed by or on behalf of the Claimant. Where the Respondent has advanced a counterclaim against the Claimant, a comprehensive statement of the defence to the Respondent’s counterclaim signed by or on behalf of the Claimant must be included in the same document as the Statement of Reply and such document shall be titled “Statement of Reply and Defence to Counterclaim”.
17. Without limiting its comprehensive nature, the Statement of Reply (and Defence to Counterclaim, if applicable) shall contain the following information: -

- 17.1 A confirmation or denial of the Respondent's defence;
- 17.2 A statement of the facts and particulars supporting the Claimant's position in replying to the defence;
- 17.3 Copies of all documents relied upon;
- 17.4 The contentions of fact and law supporting the Claimant's position; and
- 17.5 Where a defence to counterclaim is advanced by the Claimant, the same kind of information that a Respondent is obliged to give in his Statement of Defence.

### **Documents-only arbitration**

- 18. Where parties agree specifically to a documents-only arbitration the Arbitrator shall, upon receipt of the Statement of Reply (and Defence to Counterclaim, if applicable), proceed to consider the dispute and publish his award in accordance with these Rules.
- 19. Physical attendance by parties at a substantive hearing is not required unless, in exceptional circumstances, the Arbitrator deems it necessary for the resolution of the dispute.

### **Status Hearing**

- 20. Where parties do not agree specifically to a documents-only arbitration, the Arbitrator shall convene a hearing to be attended by both parties (the "Status Hearing") no later than 7 weeks from the date of commencement of the arbitration. At the Status Hearing, the Arbitrator shall enquire into the status of the arbitration and shall consider directions for the further conduct of the arbitration, including:
  - 20.1 Directions for exchange of statements of case, defence or reply (if parties have not been able to exchange such statements within the time prescribed by these Rules);
  - 20.2 Directions for the exchange of witness statements;
  - 20.3 A direction that all or any applications for interim rulings, awards and/or directions be delivered to the Arbitrator no later than 7 days from the date of the completion of exchange of statements or from the date of the Status Hearing (if such applications have not by such time already been delivered to the Arbitrator); and for a resumed Status Hearing to be held within 14 days of the original Status Hearing at which all applications

for interim rulings, awards and/or directions are to be heard and disposed; and

- 20.4 Directions, as may be appropriate for the presentation of evidence by witnesses, including expert witnesses, if any, and for oral submissions to be made on behalf of the parties.
21. Subject to Rule 20.3, at any stage of the arbitration prior to the Status Hearing, parties may deliver to the Arbitrator and the Respondent applications for interim rulings, awards and/or directions signed for or on behalf of the party making the application. Such applications must be supported by a statement signed by or on behalf of the parties setting out the grounds for the application and all supporting documents.
22. Applications for interim rulings, awards and/or directions delivered to the Arbitrator after the time limit stipulated in Rule 20.3 may be refused by the Arbitrator on the sole ground that they are not delivered in accordance with the said time limits. The Arbitrator may consider applications for interim rulings, awards and/or directions delivered after the time limit stipulated in Rule 20.3 if the Arbitrator is of the view that the application is necessary for the fair disposal of the arbitration.

### **Substantive Hearing**

23. The Arbitrator shall where applicable, direct that the hearing shall be heard as soon as reasonably possible and in any event to be completed no later than 90 days from the commencement of the arbitration. If at any time it appears to the Arbitrator that the substantive hearing of the arbitration may not be capable of completion within 90 days from the commencement of the arbitration, the Arbitrator shall notify the President in writing of such development, for the purpose of information only.
24. In the absence of witness statements, the parties' signed Statement of Case, Statement of Defence (and Counterclaim, if any) and Statement of Reply (and Defence to Counterclaim, if applicable) shall serve as the parties' evidence at the hearing.
25. Unless the party entitled to cross-examine dispenses with it, the maker of any witness statement and/or the party or parties identified in the statements and/or supporting evidence must be made available for cross-examination at the hearing. If he fails to attend, the Arbitrator may elect:-
- 25.1 To proceed with the hearing and place such weight on his statement or evidence as the Arbitrator deems just and appropriate; or

- 25.2 To proceed with the hearing and exclude his statement or evidence altogether.
26. Subject to the Arbitrator's duty to give each party a reasonable opportunity of presenting its case and of dealing with that of the opponent, the Arbitrator may impose time limits on the length of examination or cross-examination of witnesses, or of oral submissions.

### **Awards**

27. A party shall be entitled to apply for an interim ruling or award (as the case may be) and shall as far as possible do so in accordance with these Rules.
28. Applications for interim rulings or awards must be supported by a statement signed by or on behalf of the party making the application setting out the grounds for the application and relevant facts and documents. The Arbitrator may hear such applications for interim rulings or awards and shall be empowered to determine the following :-
- 28.1 Objections that the Arbitrator has no jurisdiction, including any objections in respect of the validity of an arbitration agreement;
- 28.2 Applications to correct any contract or arbitration agreement in accordance with the substantive rules of law applicable;
- 28.3 Preliminary questions or points of law arising in the arbitration by which determination the arbitration may be disposed of ;
- 28.4 Applications for permission to amend the aforesaid Statements or other documents delivered in the arbitration;
- 28.5 Applications for extension or abridgment of time periods prescribed by these Rules;
- 28.6 Applications for disclosure of documents and facts;
- 28.7 Such further or other applications for directions as may appear to the Arbitrator to be necessary for the fair and expedient resolution of the dispute under arbitration; and
- 28.8 Without prejudice to the general powers conferred on the Arbitrator under Rule 33, make orders as to costs in relation to or for the purposes of Rule 28.1 to 28.7 above.

29. The award shall state the reasons upon which it is based. The award shall be signed by the Arbitrator and shall contain the date and place in which the award was made. The Arbitrator shall upon payment of all outstanding fees due to the Arbitrator deliver the award to the parties and a copy thereof to the President of the Law Society.
30. With regard to a documents-only arbitration, the Arbitrator shall publish his final award expeditiously and as far as practicable no later than 90 days from the commencement of the arbitration.
31. With regard to an arbitration with a substantive hearing, the Arbitrator shall publish his final award expeditiously and as far as practicable no later than 120 days from the commencement of the arbitration.

#### **Extension Of Time For the Award**

32. If it appears to the Arbitrator that the final award may not be published within the time limits provided in these Rules, the Arbitrator shall, before the lapse of the said time limit, notify the President in writing of the revised estimated date of publication of the award, for the purpose of information only.

#### **Costs**

33. In making his award under these Rules, the Arbitrator shall, at his discretion, which shall be exercised judicially, order by whom and in what proportion the parties shall pay the costs of the arbitration, including the Arbitrator's fees.

#### **Exclusions**

34. Notwithstanding the delivery of documents to the Law Society for its information and the appointment of an arbitrator where parties cannot agree, the Law Society, its officers, employees, agents and committees are not, for the purpose of these Rules, a body administering the arbitration and are under no duty or obligation to administer or control the arbitration. Parties agree not to hold the Law Society, its officers, employees, agents and committees responsible or liable for anything done or omitted to be done in the discharge or purported discharge of any power, function or duty under these Rules or in connection with any Arbitrator or arbitration under these Rules.