

# **SINGAPORE MARITIME ARBITRATION ASSOCIATION RULES**

## Introduction and Interpretation

- (1) These rules, as they may be amended or supplemented from time to time, shall be referred to as the Singapore Maritime Arbitration Association (“SMAA”) Rules.
- (2) In these Rules unless the contrary intention appears:
  - (i) “Arbitration Agreement” means an agreement to submit to arbitration present or future disputes (whether they are contractual or not);
  - (ii) “Arbitration Proceedings” means all arbitral proceedings under the SMAA Rules;
  - (iii) “Arbitrator” means an original and any substitute arbitrator appointed at any time by a party or the President;
  - (iv) “Association” means The Singapore Maritime Arbitration Association.
  - (v) “Claimants” means the party wishing to refer a dispute or matter to arbitration;
  - (vi) “Panel” means the SMAA Approved Panel of Arbitrators;
  - (vii) “President” means the President for the time being of the Association;

- (viii) “Respondents” means the party/parties in the dispute against whom the arbitration is commenced; and
- (ix) “Tribunal” includes a sole Arbitrator or a Tribunal of two or more Arbitrators.

### **Application**

- (3) These Rules shall apply to all Arbitration Proceedings whenever a dispute is referred for arbitration under the SMAA Rules.
- (4) In the absence of any agreement to the contrary the parties to all Arbitration Proceedings agree:
  - (a) that the law applicable to their Arbitration Proceedings shall be Singapore law; and
  - (b) that the seat of the Arbitration Proceedings is in Singapore.

### **The Arbitration Tribunal**

- (5) If the Tribunal is to consist of one Arbitrator:
  - (a) in the absence of any agreement to the contrary, the Claimants shall send to the Respondents a notice in writing requiring them to agree within fourteen days to the appointment of a sole Arbitrator.
  - (b) If no Arbitrator is appointed under Rule 5 (a), the Claimants shall send to the President with a copy to the Respondents, a written request for the appointment of a sole Arbitrator, giving the names and addresses of the parties to the dispute and a short statement of the

nature of the dispute and the claims made and the name of Claimants' proposed Arbitrator. Within fourteen days of receiving such written request the President shall appoint the sole Arbitrator and may appoint the Arbitrator proposed by the Claimants.

- (c) The sending of a notice in writing under Rule 5 (a) shall constitute the commencement of the Arbitration Proceedings.
- (6) If the Tribunal is to consist of three Arbitrators:
- (a) In the absence of any agreement to the contrary the Claimants shall appoint an Arbitrator and send to the Respondents a notice in writing advising them of the appointment of that Arbitrator.
  - (b) Within fourteen days of receiving the notice referred to in Rule 6 (a) the Respondents shall appoint a second Arbitrator and send to the Claimants a notice in writing advising them of the appointment of that Arbitrator.
  - (c) Unless a second Arbitrator has been appointed within the fourteen days period stipulated in Rule 6 (b), the Claimants shall send to the President and send to the Respondents in copy, a written request for the appointment of a second Arbitrator, giving the names and addresses of the parties to the dispute and a short statement of the nature of the dispute and the claims made. Within fourteen days of receiving that written request the President shall appoint the second Arbitrator.
  - (d) The Arbitrators so appointed shall appoint a third Arbitrator.
  - (e) The sending of a notice in writing under Rule 6 (a) shall constitute the commencement of the Arbitration Proceedings.

- (7) If the Tribunal is to consist of two Arbitrators and an umpire:
- (a) In the absence of an agreement to the contrary the Claimants shall appoint an Arbitrator and send to the Respondents a notice in writing advising them of the appointment of that Arbitrator.
  - (b) Within fourteen days of receiving the notice referred to in Rule 7 (a) the Respondents shall appoint a second Arbitrator and send to the Claimants a notice in writing advising them of the appointment of that Arbitrator.
  - (c) Unless a second Arbitrator has been appointed within the fourteen days period stipulated in Rule 7 (b), the Claimants shall send to the President and send to the Respondents in copy, a written request for the appointment of a second Arbitrator, giving the names and addresses of the parties to the dispute and a short statement of the nature of the dispute and the claims made. Within fourteen days of receiving that written request the President shall appoint the second Arbitrator.
  - (d) The two Arbitrators so appointed may appoint an umpire at any time after they themselves are appointed and shall do so before any substantive hearing or forthwith if they cannot agree on any matter relating to the Arbitration Proceedings;
  - (e) The umpire shall attend any substantive hearing and shall following his appointment be supplied with the same documents and other materials as are supplied to the other Arbitrators;
  - (f) The umpire may take part in the hearing and deliberate with the original Arbitrators;

- (g) Decisions, orders and awards shall be made by the original Arbitrators unless and until they cannot agree on a matter relating to the Arbitration Proceedings. In that event they shall forthwith give notice in writing to the parties and the umpire, whereupon the umpire shall replace them as the Tribunal with power to make decisions, orders and awards as if he were the sole Arbitrator.
- (8) In the event of the demise, resignation, incapacity and/or disqualification of any member of the Tribunal, the President shall have the powers to appoint a substitute Arbitrator or a substitute umpire (as the case may be). If a sole Arbitrator is substituted under this clause any hearing held previously shall be repeated unless parties otherwise agree. In any other case, if any Arbitrator is replaced under this clause such prior hearings need not be repeated unless the Tribunal deems it necessary.

### **Jurisdiction**

- (9) The jurisdiction of the Tribunal shall extend to determining all disputes arising under or in connection with the transaction the subject of the reference including any question on whether the dispute falls within the subject of the Arbitration Agreement and/or the validity of the Arbitration Agreement and/or issues relating to the jurisdiction of the Tribunal. Each party shall have the right before the Tribunal has given notice of its intention to proceed to its award to refer to the Tribunal for determination any further dispute(s) arising subsequent to the commencement of the Arbitration Proceedings.

### **Powers**

- (10) In the absence of any agreement to the contrary, and subject to any mandatory limitations of any applicable law, the Tribunal shall have the

power, on the application of any party or of its own motion, but in either case only after giving the parties a proper opportunity to state their views, to:

- (a) order the correction of any such contract or Arbitration Agreement, but only to the extent required to rectify any mistake which it determines to be common to all the parties and then only if and to the extent to which the rules of law governing or applicable to the contract permit such correction;
- (b) allow other parties to be joined in the Arbitration Proceedings with their express consent, and make a single final award determining all disputes between them;
- (c) allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend any pleading or submissions;
- (d) extend or abbreviate any time limits provided by these Rules or by its directions;
- (e) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
- (f) order the parties to make any property or thing available for inspection, in their presence, by the Tribunal or any expert;
- (g) order the preservation, storage, sale or other disposal of any property or thing which is the subject-matter of the dispute;
- (h) order any party to produce to the Tribunal, and to the other parties for inspection, and to supply copies of, any document or class of documents in their possession or power which the Tribunal determines to be relevant;

- (i) to make orders or give directions to any party for interrogatories;
- (j) to make orders or give directions to any party for an interim injunction or any other interim measure;
- (k) to make orders or give directions to any party for giving of evidence by affidavit;
- (l) to make order or give directions to any party for ensuring that any award which may be made in the Arbitration Proceedings is not rendered ineffectual by the dissipation of assets by a party; and
- (m) to make orders or give directions to any party to stay any of the Tribunal's awards previously made.

### **Consolidation**

- (11) The parties may agree to consolidate any Arbitration Proceedings relating to contract disputes with other parties which involve common questions of fact or law and/or arise in substantial part from the same transactions or series of related transactions.

### **Arbitration Procedure**

- (12) It shall be for the parties to decide all procedural and evidential matters. If there is no agreement between parties the Tribunal shall decide on all procedural and evidential matters.

### **Arbitration on Documents Alone**

- (13) If it is determined by the Tribunal or agreed by the parties that any

Arbitration Proceedings is to be on documents alone (i.e. without an oral hearing) it is the responsibility of the parties to agree the procedure to be followed and to inform the Tribunal of the agreement reached. If there is no agreement between parties the Tribunal shall decide on the procedure to be followed.

### **Interlocutory Applications**

- (14) (a) A party may apply at any time to the Tribunal for directions upon giving notice to the other party.
- (b) The Tribunal will make its order after considering the request for directions and the objections, or in default of objections within the time allowed, upon expiry of that time.

### **Preliminary Meetings**

- (15) The Tribunal may decide at any stage that the circumstances of the Arbitration Proceedings require that there should be a preliminary meeting to enable the parties and the Tribunal to review the progress of the case; to reach agreement so far as possible upon further preparation for, and the conduct of, the hearing; and, where agreement is not reached, to enable the Tribunal to give such directions as it thinks fit.

### **Award**

- (16) The time required for preparation of an award will vary with the circumstances of the case. The award should normally be available within eight weeks from the close of the Arbitration Proceedings.
- (17) The members of the Tribunal need not meet together to sign their award or to effect any corrections.



- (18) Where the reference is to a Tribunal of three Arbitrators, the majority view prevails.
- (19) In the absence of any agreement to the contrary the Tribunal's award and any reasons will remain confidential to the parties.
- (20) If any award has not been collected within two months of the date of the publication, the Claimants shall collect and pay for the award within 14 days of being called upon so to do by the Tribunal.

### **Service of Documents**

- (21) Where a party is represented by a lawyer or other agent in connection with any Arbitration Proceedings, all notices or other documents required to be given or served for the purposes of the Arbitration Proceedings together with all decisions, orders and awards made or issued by the Tribunal shall be treated as effectively served if served on that lawyer or agent.

### **General**

- (22) Three months after the publication of a final award the Tribunal may notify the parties of its intention to dispose of the documents and to close the file, and it will act accordingly unless otherwise requested within 21 days of such notice being given.